# CC&Rs
# BERMUDA ROYALE CONDOMINIUM ASSOCIATION INC

# DECLARATION OF CONDOMINIUM

# OF

# BERMUDA ROYALE,

# A CONDOMINIUM

This Instrument Prepared By
and Return To:
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THIS INSTRUMENT PREPARED BY:
AND RETURN TO:
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850 Park Shore Drive
Naples, Florida 34103

# DECLARATION OF CONDOMINIUM OF BERMUDA ROYALE, A CONDOMINIUM

MADE this _____ day of _____, 200___ by B.P. Devco, L.L.C., a Florida limited liability company (the "Developer"), for itself and its successors, grantees and assigns.

WHEREIN, the Developer makes the following declarations:

## 1. THE LAND

The Developer owns certain real property located in Collier County, Florida which is specifically described in Exhibit A attached hereto and incorporated herein by reference (the "Land").

## 2. SUBMISSION STATEMENT (CONDOMINIUM OWNERSHIP)

Developer hereby submits the Land described in Exhibit A as Phase One attached hereto, and all improvements constructed or to be constructed thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, located on and intended for use in connection therewith, to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes (the "Florida Condominium Act") as it exists on the date of recording this Declaration, excluding therefrom, however, all public utility installations, cable television lines and other similar equipment, if any, owned by the utility furnishing services to the Condominium. The real property described in Exhibit "A-1" as Phases Two through Five ("Additional Phases") is not being submitted to condominium ownership by this Declaration, but rather is described in order to comply with the requirements of Section 718.403 of the Condominium Act. The Additional Phases may be submitted to this Declaration in the future pursuant to the provisions of this Declaration. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners of condominium parcels. The acquisition of title to a unit, or any

interest in the condominium property shall constitute an acceptance and ratification of all provisions of this Declaration as it may be amended from time to time, and shall signify agreement to be bound by its terms.

3. NAME AND ADDRESS OF CONDOMINIUM

The name by which this Condominium shall be identified is BERMUDA ROYALE, A CONDOMINIUM (the "Condominium") and its address is Europa Drive, Naples, Florida 34105.

4. DEFINITIONS

The terms used in this Declaration and its exhibits shall have the meanings stated below and in the Condominium Act, unless the context requires otherwise.

4.1 Assessment. Assessment shall mean and refer to a share of the funds which are required for the payment of common expenses which from time to time is assessed against the units.

4.2 Association. Association shall mean and refer to Bermuda Royale Condominium Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of the Condominium, its successors and assigns.

4.3 Association Property. Association Property shall mean and refer to all property, real or personal, which is owned or leased by, or is dedicated by a recorded plat to, the Association for the use and benefit of the Unit Owners.

4.4 Board of Directors or Board. Board of Directors or Board shall mean and refer to the representative body that is responsible for the administration of the Association's affairs, and is the same body referred to in the Condominium Act as the "Board of Administration".

4.5 Common Elements. The portions of the property submitted to Condominium ownership and not included in the Units.

4.6 Common Expenses. All expenses and assessments properly incurred by the Association for the Condominium and such expenses as may be declared to be Common Expenses by this Declaration.

4.7 Common Surplus. The excess of all receipts of the Association above the Common Expenses.

4.8 Condominium Documents. Condominium Documents shall mean and include this Declaration and all recorded exhibits hereto, as amended from time to time.

4.9 Condominium Property. The real and personal property, both tangible and intangible, that is subject to Condominium ownership, whether or not contiguous; all improvements thereon; and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

4.10 Family or Single Family. Family or Single Family shall mean and refer to any one of the following: (a) one natural person; (b) two or more natural persons who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage or adoption to each of the others; and (c) two or more natural persons meeting the requirements of (b) above, except that there is among them one person who is not related to some or all of the others.

4.11 Fixtures. Fixtures shall mean and refer to those items of tangible personal property which by being physically annexed or constructively affixed to the unit have become accessory to it and part and parcel of it, including but not limited to, interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures. Fixtures do not include floor, wall or ceiling coverings.

4.12 Guest. Guest shall mean and refer to any person who is not the Unit Owner or a lessee or a member of the Owner's or lessee's family, who is physically present in, or occupies the unit on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

4.13 Institutional Mortgagee. Institutional Mortgagee shall mean and refer to the mortgagee (or its assignee) of a mortgage against a condominium parcel, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a condominium parcel which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns.

4.14 Lease. Lease shall mean and refer to the grant by a Unit Owner of a temporary right of use of the Owner's Unit for valuable consideration.

4.15 Limited Common Elements. Limited Common Elements shall mean and refer to those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.

4.16 Master Articles. Master Articles shall mean and refer to the Articles of Incorporation of World Tennis Club, Inc., a Florida non-profit corporation, as such instruments exist from time to time.

4.17 Master Association. Master Association shall mean and refer to World Tennis Club, Inc., a Florida corporation not for profit, which is responsible for the ownership, control, management, maintenance and operation of the common areas and open space and properties within the subdivision known as World Tennis Center and improvements thereon, including without limitation the water management system, the preservation, wetland and other conservation areas, signage, structures, gazebos, sidewalks, parks and certain private roadways within said development located within the Property submitted to the Master Declaration, as set forth in the Master Declaration, and of which the Association shall be a member.

4.18 Master Association Expenses. shall mean and refer to the expenses of administration, maintenance and operation of the Master Association and the Master Association Property.

4.19 Master Association Property. shall mean and refer to those tracts of land, together with any improvements thereon, consisting generally of roads, green areas and pathways which are owned from time to time by the Master Association. Master Association Property shall also include non-owned land for which the Master Association has maintenance responsibilities. The Master Association shall also have maintenance responsibilities for any properties determined by the Board of Directors to be in the best in the best interest of the members to be maintained by the Master Association. Master Association Property shall also include any personal property acquired by the Association if said property is designated as Master Association Property by the Master Association.

4.20 Master Bylaws. Master Bylaws shall mean and refer to the Bylaws of the Master Association as such instruments exist from time to time.

4.21 Master Declaration. Master Declaration shall mean and refer to The Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for World Tennis Center, and its recorded exhibits, recorded in Official Records Book 1037, Page 1156, et seq., of the Public Records of Collier County, Florida, and any and all amendments thereto, including the Amended and Restated Declaration of Restrictive Covenants, Conditions, Restrictions and Easements recorded in the Public Records of Collier County, Florida at Official Records Book 2430, Page 0026, et seq., as the same shall be further supplemented or amended from time to time.

4.22 Master Documents. Master Documents shall mean and refer to the Master Declaration and all recorded exhibits thereto, as the same shall be supplemented or amended from time to time.

4.23 Occupy. Occupy, when used in connection with a Unit, shall mean and refer to the act of staying overnight in a Unit. Occupant shall mean and refer to a person who occupies a Unit.

4.24 Primary Institutional Mortgagee. Primary Institutional Mortgagee shall mean and refer to that Institutional Mortgagee which, at the time a determination is made, holds first mortgages on more Units in the Condominium than any other Institutional Mortgagee, such determination to be made by reference to the number of Units encumbered, and not by the dollar amount of such mortgages. If two or more Institutional Mortgagees are tied for the most first mortgages, they all shall be the Primary Institutional Mortgagee.

4.25 Primary Occupant. Primary Occupant shall mean and refer to the natural person approved for occupancy when record title to a Unit is held in the name of two (2) or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person.

4.26 Rules and Regulations. Rules and Regulations shall mean and refer to those rules and regulations promulgated by the Board of Directors governing the use of the Common Elements and the operation of the Association.

4.27 Surface Water Management System. A collection of devices, improvements or natural systems whereby surface waters are controlled, impounded or obstructed as required or described in any permits issued by the South Florida Water Management District and/or any other applicable governmental agency for the Condominium Property. The term includes lakes, ditches, swales, dams, impoundments, reservoirs, drainage maintenance easements and those works defined by statute in Section 373.403(1)-(5), Florida Statutes.

4.28 Unit. A part of the Association Property that is subject to exclusive ownership as described in this Declaration.

4.29 Unit Owner or Owner. Unit Owner or Owner shall mean and refer to the record Owner of legal title to a condominium parcel, except that for purposes of interpreting use and occupancy restrictions related to Units, in cases where a Primary Occupant has been designated for a Unit because of its ownership, the word Unit Owner or Owner refers to the Primary Occupant and not the record Owner.

4.30 Voting Interest. The voting rights distributed to the Owners. Each Unit shall have appurtenant thereto a voting interest in Association matters equivalent to the Unit's percentage interest which percentage interest is equivalent to a fraction, the numerator of which is one (1) and the denominator of which is the total number of Units in the Condominium. The Condominium will initially consist of ten (10) Units, so the total number of Voting Interests is ten (10). If all the subsequent phases are submitted to the Condominium, the total number of Voting Interests shall be thirty-six (36).

## 5. DESCRIPTION OF IMPROVEMENTS; SURVEY AND PLANS

5.1 Survey and Plot Plans. Attached as Exhibit B to this Declaration and incorporated by reference herein, are the following: a survey of the Land being submitted to condominium ownership and plot plans, floor plans of the Units which graphically describe the improvements in which Units are located and which show all of the Units, their identification numbers, locations and approximate dimensions, and the Common Elements and Limited Common Elements. Exhibit B, together with this Declaration and its exhibits, is in sufficient detail to identify each Unit, the Common Elements and Limited Common Elements, and their relative locations and approximate dimensions.

5.2 Unit Boundaries. Each Unit shall include that part of the building 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 intersections with the perimeter boundaries:

1. Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling of the Unit.

2. Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the Unit.

b. Perimeter Boundaries. The perimeter boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the plasterboard walls bounding the Unit as shown in Exhibit B attached hereto, extended to their intersections with each other and with the upper and lower boundaries.

c. Interior Walls. No part of the non-structural interior partition walls within an apartment shall be considered part of the boundary of a Unit.

d. Apertures. Where there are openings in any boundary, including without limitation, windows, doors and skylights, the boundaries of the Unit shall extend to the interior unfinished surfaces of the coverings of such openings, and their frameworks thereof. Therefore, windows, doors, screens and all framings, casings and hardware therefor are excluded from the Unit. In cases not specifically covered in this Section 5.2 or in any case of conflict or ambiguity, the graphic depictions of the Unit boundaries set forth in Exhibit B hereto shall control in determining the boundaries of a Unit, except the provisions of 5.2(d) above shall control over Exhibit B.

5.3 Unit Identification. Each Unit in the Condominium shall be identified by a number from 1 through and including 4 to signify the building wherein the Unit is located, and a three-digit number ranging from 101 through 205 inclusive, to identify the location of the Unit in the building, as depicted in Exhibit B to this Declaration.

## 6. CONDOMINIUM PARCELS; APPURTENANCES AND USE

6.1 Shares of Ownership. The Condominium will initially consist of ten (10) Units. The Owner of each Unit shall also own a one-tenth (1/10th) undivided share in the Common Elements and Common Surplus. If and when subsequent phases are submitted to the Condominium, the share of ownership shall be a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Units in the Condominium at the time the determination is made.

6.2 Appurtenances to Each Unit. The Owner of each Unit shall have certain rights and own a certain interest in the Condominium property, including without limitation the following:

a. An undivided ownership share in the Land and other Common Elements and the Common Surplus, as specifically set forth in Section 6.1 above.

b. Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Articles of Incorporation and Bylaws of the Association attached hereto as Exhibits C and D, respectively, and incorporated herein by reference, and membership and voting rights in the Master Association, which shall be exercised subject to the provisions of the Master Declaration, and exhibits and amendments thereto.

c. The non-exclusive right to use the Common Elements in accordance with the purposes for which they are intended.

d. The non-exclusive right to use the property and facilities owned or leased by or the use of which has been dedicated or granted to the Master Association, in accordance with and for the purposes for which they are intended and subject to the Master Declaration and Rules and Regulations of the Master Association, as they may be supplemented or amended from time to time.

e. The exclusive right to use the Limited Common Elements reserved for or granted herein to the Unit, including without limitation, lanais, courtyards, garages and carports.

f. 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 lawfully be altered or reconstructed from time to time. An easement in airspace which is vacated shall be terminated automatically.

g. Other appurtenances as may be provided in this Declaration and recorded exhibits hereto, as they are supplemented or amended from time to time.

Each Unit and its appurtenances constitute a "Condominium Parcel".

6.3 Use and Possession. A Unit Owner is entitled to exclusive use and possession of the Owner's Unit. A Unit Owner is entitled to use the Common Elements in accordance with the purposes for which they are intended, but no use of the Unit or of the Common Elements may unreasonably interfere with the rights of other Unit Owners or other persons having rights to use the Condominium Property. No Unit may be subdivided. The use of the Units, Common Elements and Limited Common Elements shall be governed by the Condominium Documents and by the Rules and Regulations adopted by the Board of Directors, as provided in Section 7 of the Bylaws.

7. COMMON ELEMENTS; EASEMENTS

7.1 Definition. The term "Common Elements" means all of the property submitted to condominium ownership that is not within the Unit boundaries set forth in Section 5.2 above. The Common Elements shall include, without limitation, the following:

a. The Land.

b. All portions of the buildings and other improvements which are not included within the Units, including all Limited Common Elements.

c. Easements through each Unit for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to other Units or the Common Elements.

d. An easement of support in every portion of the Condominium Property which contributes to the support of a building.

e. The fixtures and installations required for access and the furnishing of utility services to more than one Unit or to the Common Elements.

f. The water management systems within the Condominium Property.

g. All private roadways, parking spaces and designated open and buffer areas within the Condominium Property.

7.2 Easements. Each of the following easements and easement rights is reserved through the Condominium Property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium. None of these easements may be encumbered by any leasehold or lien other than those on the Condominium parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of Unit Owners with respect to such easements.

a. Utility and Other Easements. The Association has the power, without the joinder of any Unit Owner, to grant, modify or move easements such as electric, gas, cable television, or other utility or service easements, or relocate any existing easements in any portion of the Common Elements or Association Property, and to grant access easements or relocate any existing access easements in any portion of the Common Elements or Association property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the units. The Association may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.

b. Encroachments. If any Unit encroaches upon any of the Common Elements or upon any other Unit for any reason other than the intentional act of the Unit Owner, or if any Common Element encroaches upon any Unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

c. Ingress and Egress. A non-exclusive easement shall exist in favor of each Unit Owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, 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 or intended for such purposes, and for purposes of ingress and egress to the public ways.

7.3 Restraint Upon Separation and Partition. The undivided share of ownership in the Common Elements and Common Surplus which is appurtenant to a Unit cannot be conveyed or encumbered separately from the Unit and shall pass with the title to the Unit, whether or not separately described. As long as the Condominium exists, the Common Elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned, pledged or transferred except as an appurtenance to the Units.

## 8. LIMITED COMMON ELEMENTS

8.1 Description of Limited Common Elements. Certain Common Elements have been reserved for the use of a particular Unit or Units to the exclusion of the other Units. The Limited Common Elements and the Units to which their exclusive use is appurtenant are as described in this Declaration and its recorded exhibits. The following Common Elements are hereby designated as Limited Common Elements:

a. Garages. There are designated in Exhibit B, thirty-six (36) garages for which exclusive use rights will be granted to the Unit to which they appertain. There are ten (10) garages in each of Phases One and Two. There are eight (8) garages in each of Phases Three and Four. The interior of said garages and garage door hardware shall be maintained by those entitled to exclusive use of the garages. The exterior, roof and structural support of such garages shall be maintained by the Association. Each Unit in Phases One, Two, Three and Four will be assigned the exclusive use of one (1) garage, pursuant to the identification of said garages as shown on Exhibit B. Such assignments shall be executed with the formalities of a deed, and shall be recorded in the Public Records of Collier County, Florida.

b. Air Conditioning and Heating Equipment. All equipment, fixtures and installations located outside of a Unit which furnish air conditioning or heating exclusively to that Unit, shall be Limited Common Elements, and shall be maintained, repaired and replaced by, and solely at the expense of the Owner of the Unit, except as otherwise provided in Section 11 herein.

c. Lanais. Any lanai attached to and serving exclusively a Unit shall be a Limited Common Element. The Unit Owner shall be responsible for day-to-day cleaning and care, but all painting and maintenance of the exterior surfaces and structures of the building shall be the responsibility of the Association and shall be a Common Expense. No lanai or balcony may be carpeted, covered or enclosed in any way without the prior written approval of the Board of Directors. The maintenance, repair, replacement and insurance of such approved carpeting, covering or enclosure shall be the responsibility of the Unit Owner. Maintenance, repair and replacement of screening and sliding glass doors shall be the responsibility of the Unit Owner.

d. Courtyards. Any courtyard attached to and serving exclusively the end Units of a first floor Unit shall be a Limited Common Element. The Unit Owner shall be responsible for day-to-day cleaning and care, but all painting and maintenance of the exterior surfaces and structures of the building shall be the responsibility of the Association and shall be a Common Expense. No courtyard may be carpeted, covered or enclosed in any way without the prior written approval of the Board of Directors. The maintenance, repair, replacement and insurance of such approved carpeting, covering or enclosure shall be the responsibility of the Unit Owner. Maintenance, repair and replacement of the interior portions of the courtyard shall be the responsibility of the Unit Owner.

e. Others. Any part of the Common Elements that is connected to or exclusively serves a single Unit and is specifically required in Section 11 of this Declaration to be maintained, repaired or replaced by or at the expense of the Unit Owner, shall be deemed a Limited Common Element appurtenant to that Unit, whether specifically described above or not. This paragraph includes windows, screens and doors, including all hardware and framings therefor.

8.2 Exclusive Use: Transfer of Use Rights. The exclusive use of a Limited Common Element is an appurtenance to the Unit or Units to which it is designated or assigned. The right of exclusive use of each Limited Common Element passes with the Unit to which it is assigned, whether or not separately described, and cannot be separated from it.

## 9. ASSOCIATION

The operation of the Condominium shall be by Bermuda Royale Condominium Association, Inc., a Florida corporation not for profit, which shall perform its function pursuant to the following provisions.

9.1 Articles of Incorporation. The Articles of Incorporation of the Association, a copy of which is attached hereto as Exhibit C, as they may be amended from time to time.

9.2 Bylaws. The Bylaws of the Association, a copy of which is attached hereto as Exhibit D, as they may be amended from time to time.

9.3 Delegation of Management. The Association may contract for the management and maintenance of the Condominium Property and employ a licensed manager or management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, keeping of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds made available by the Association for such purposes. The Association and its officers however, shall retain at all times the powers and duties provided in the Florida Condominium Act.

9.4 Membership. The membership of the Association shall consist of the record Owners of legal title to the Units as is further provided in the Bylaws.

9.5 Acts of the Association. Unless the approval or affirmative vote of the Unit Owners is specifically made necessary by some provision of the Condominium Act or the Condominium Documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors without a vote of the Unit Owners. The officers and Directors of the Association have a fiduciary relationship to the Unit Owners. A Unit Owner does not have the authority to act for the Association by reason of being a Unit Owner.

9.6 Powers and Duties. The powers and duties of the Association include those set forth in the Condominium Act and the Condominium Documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers. For these purposes, the powers of the Association include, without imitation, the maintenance, management and operation of the Condominium Property and Association Property. The Association may impose fees for the use of Common Elements or Association Property. The Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory or use interests in lands or facilities, regardless of whether the lands or facilities are contiguous to the lands of the Condominium.

9.7 Official Records. The Association shall maintain its official records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies.

9.8 Purchase of Units. The Association has the power to purchase one or more Units in the Condominium, and to own and hold, lease, mortgage, or convey them; said power to be exercised by the Board of Directors.

9.9 Acquisition of Property. The Association has the power to acquire title to property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as otherwise provided in Section 9.8 herein, the power to acquire fee title ownership interests in real property shall be exercised by the Board of Directors, but only after approval by at least a majority of the total Voting Interests.

9.10 Disposition of Property. Any Association Property, whether real, personal or mixed, may be sold, conveyed, leased or mortgaged, or otherwise encumbered or disposed of by the same authority having the authority to acquire same under Sections 9.8 and 9.9 above.

9.11 Roster. The Association shall maintain a current roster of names and mailing addresses of Unit Owners, based upon information supplied by the Unit Owners. A copy of the roster shall be made available to any member upon request.

9.12 Limitation on Liability. Notwithstanding its duty to maintain and repair Condominium or Association Property, the Association shall not be liable to individual Unit Owners for personal injury or property damage caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or Unit Owners or other persons.

9.13 Member Approval of Certain Litigation. Notwithstanding any other provisions of the Condominium Documents, the Board of Directors shall be required to obtain the prior approval of at least a majority of the Voting Interests prior to the payment of, or contracting for the payment of, legal fees to any person engaged by the Association for the purpose of commencing any lawsuit, other than for the following purposes:

a. The collection of assessments;

b. The collection of other charges which Owners are obligated to pay;

c. The enforcement of the use and occupancy restrictions applicable to the Condominium;

d. The enforcement of any restrictions on the sale, lease and other transfer of Units;

e. In an emergency, when waiting to obtain the approval of the members creates a substantial risk of irreparable injury to the Association or its members; or

f. Filing a compulsory counterclaim.

## 10. ASSESSMENTS AND LIENS

The Association has the power to make, levy and collect assessments against each Unit and Unit Owner in order to provide the necessary funds for proper operation and management of the Condominium, and for the operation of the Association. This power includes both regular assessments for each Unit's share of the Common Expenses as set forth in the annual budget, and special assessments for unusual, non-recurring or unbudgeted Common Expenses. The Association may also levy special charges against any individual Unit for any amounts, other than for Common Expenses, which are properly chargeable against such Unit including any amounts due to the Master Association. Assessments shall be levied and payment enforced as provided in Section 6 of the Bylaws, and as follows:

10.1 Common Expenses. Common Expenses include the expenses of operation, maintenance, repair, replacement or insurance of the Common Elements and Association Property, the expenses of operating the Association, and any other expenses properly incurred by the Association for the Condominium, including amounts budgeted for the purpose of funding reserve accounts. The cost of water and sewer service to the Units shall be a Common Expense. If the Board of Directors contracts for pest control within Units or basic cable television programming services in bulk for the entire Condominium, the cost of such services shall be a Common Expense.

10.2 Share of Common Expenses. The Owner of each Unit shall be liable for a share of the Common Expenses equal to the Owner's share of ownership of the Common Elements and the Common Surplus, as set forth in Section 6.1 herein.

10.3 Ownership. Assessments and other funds collected by or on behalf of the Association become the property of the Association. No Unit Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to the Owner's Unit. No Owner can withdraw or receive distribution of the Owner's share of the Common Surplus, except as otherwise provided herein or by law.

10.4 Who is Liable for Assessments. The Owner of each Unit, regardless of how title was acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments or installments thereon which come due during the Unit Owner's ownership. Multiple Owners are jointly and severally liable. Except as provided in Section 20.3 as to certain first mortgagees, whenever title to a Condominium Parcel is transferred for any reason, the new Unit Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due prior to the transfer, without prejudice to any right the new Owner may have to recover from the previous Owner any amounts paid by the new Owner.

10.5 No Waiver or Excuse from Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Elements, by abandonment of the Unit on which the assessments are made, or by interruption in the availability of the Unit or the Common Elements for any reason whatsoever. No Unit Owner may be excused from payment of the Owner's share of the Common Expenses unless all Unit Owners are likewise proportionately excused from payment,

except as otherwise provided in Section 10.12 herein as to the statutory guaranty, and as otherwise provided in Section 20.3 below as to certain first mortgagees.

10.6 Application of Payments: Failure to Pay: Interest. Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. The Association may also impose a late payment fee (in addition to interest) to the extent permitted by law. Assessments and installments thereon shall become due, and the Unit Owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, then to late payment fees, court costs and attorney's fees, and finally to delinquent assessments. No payment by check is deemed received until the check has cleared.

10.7 Acceleration. If any special assessment or installment of a regular assessment as to a Unit is unpaid thirty (30) days after the due date and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorneys' fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose, as required by §718.116 of the Florida Condominium Act, or may be sent separately.

10.8 Liens. The Association has a lien on each Condominium Parcel to secure payment of assessments, including interest and attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit. The lien is perfected upon recording a Claim of Lien acknowledged by an officer or authorized agent of the Association in the Public Records of Collier County, Florida, stating the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association, and the amount and due dates of the delinquent assessments. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

10.9 Priority of Lien. The Association's lien for unpaid assessments shall be subordinate and inferior to the lien of a recorded first mortgage, but only to the extent required by the Florida Condominium Act, as amended from time to time. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except for any mortgages of record at the time of recording of this Declaration, and except as otherwise expressly provided by the Condominium Act, as amended from time to time. Any lease of a Unit shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed.

10.10 Foreclosure of Lien. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided in the Condominium Act, and may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien rights.

10.11 Certificate as to Assessments. Within fifteen (15) days after request by a Unit Owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the Unit Owner with respect to the Condominium Parcel have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby.

10.12 Statutory Assessment Guarantee; Liability of Developer for Common Expenses. The Developer guarantees that during the period commencing on the date of the recording of this Declaration of Condominium and ending at the time control of the Association is turned over to the Unit Owners other than Developer (the "Guarantee Period"), assessments against Units and Unit Owners for Common Expenses of the Association will not exceed $495.42 per quarter ($165.14 per month) during the calendar year 2002, $569.73 per quarter ($189.91 per month) for the calendar year 2003, and $655.18 per quarter ($218.39 per month) thereafter during the Guarantee Period. The guarantee does not include non-common expense assessments which the Association collects for the Master Association. Such non-common expense assessments shall be paid by Unit Owners in addition to the above amounts. During the Guarantee Period, the Developer and all Units owned by the Developer shall be exempt from the payment of assessments for Common Expenses. Instead, the Developer shall be obligated to fund any deficit caused by the failure of assessments earned by the Association at the guaranteed level from Unit Owners other than the Developer to meet the Common Expenses incurred by the Association during the Guarantee Period, which Common Expenses shall not include reserves for that period of time said reserves are waived, if waived in accordance with applicable law. If reserves are not waived, the Common Expenses shall include reserves.

## 11. MAINTENANCE; LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS

Responsibility for the protection, maintenance, repair and replacement of the Condominium Property, and restrictions on its alteration and improvement shall be as follows:

11.1 Association Maintenance. The Association is responsible for the protection, maintenance, repair and replacement of all Common Elements and Association Property (other than the Limited Common Elements that are required elsewhere herein to be maintained by the Unit Owner or common elements maintained by the Master Association). The cost is a Common Expense. The Association's responsibilities include, without limitation, all electrical conduit, rough plumbing, and other installations located within a Unit but serving another Unit, or located outside of the Unit, for the furnishing of utilities to more than one Unit or the Common Elements, but does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a Unit and serving only that Unit. All incidental damage to a Unit or Limited Common Elements caused by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a Common Expense.

The Association's responsibilities shall include the maintenance, repair and operation of the sewer laterals (lines from the buildings to the main sewer lines on the Condominium Property), and shall further include the maintenance, repair and operation of the surface water and storm water management areas and systems located within and servicing the Condominium Property, including without limitation, the water retention and drainage areas on the Condominium Property. The Association shall maintain and preserve all conservation, preservation and open areas designated pursuant to county requirements and the site plan for the Condominium Property in a manner which will not diminish or destroy the use and enjoyment thereof.

11.2 Unit Owner Maintenance. Each Unit Owner is responsible, at the Unit Owner's own expense, for all maintenance, repairs, and replacements within the Owner's Unit and certain Limited Common Elements, whether ordinary or extraordinary. The Owner's responsibilities include, without limitation, maintenance, repair and replacement of all doors within the Unit, the electrical, mechanical and plumbing fixtures and outlets (including connections), appliances, all portions of the heating and air conditioning equipment, carpeting and other floor coverings, door and window hardware and locks, other facilities or fixtures located or contained entirely within the unit or which serves only the Unit, and all interior partition walls which do not form part of the boundary of the Unit. However, any insurance proceeds paid to the Association with respect to any loss or damage within the Unit which is covered by the Association's casualty insurance, and which loss would otherwise be borne by the Unit Owner, shall be paid to the Unit Owner.

11.3 Other Unit Owner Responsibilities. The Unit Owner shall also have the following responsibilities:

a. Where a Limited Common Element consists of a lanai or balcony area, the Unit Owner who has the right of exclusive use of said lanai or balcony area shall be responsible for the maintenance, care and preservation of the paint and surface of the interior walls, floors and ceilings within said area, all screens, any fixed and/or sliding glass doors in portions of the entrance way to said area, and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs.

b. Each Unit Owner is responsible for all decorating within the Owner's Unit, including painting, wall papering, paneling, floor covering, draperies, window coverings, curtains, lamps and other light fixtures, and other furnishings and interior decorating. All Units above the ground floor shall at all times have the floors covered with wall-to-wall carpeting, except in kitchens, bathrooms, lanais and foyers. Substitute floor coverings with substantially equivalent sound-deadening qualities may be used only with the prior written approval of the Board of Directors.

c. The coverings and appearance of windows and doors, whether by draperies, shades, or other materials visible from the exterior of the Unit, shall be subject to the Rules and Regulations of the Association, and shall be white or off-white in color.

d. If a Unit Owner makes any modifications, installations or additions to the Owner's Unit or the Common Elements, the Unit Owner shall be financially responsible for the maintenance, care, insurance and preservation of the modifications, installations or additions.

11.4 Appliance Maintenance Contracts. If there shall become available to the Association a program of contract maintenance for kitchen appliances or water heaters within Units and/or air-conditioning compressors and/or air handlers serving individual Units which the Association determines is to the benefit of the Owners to consider, then upon agreement by a majority of the Voting Interests present, in person or by proxy and voting, at a meeting called for the purpose, or upon agreement by a majority of the total Voting Interest in writing, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be Common Expenses. All maintenance, repairs and replacements not covered by the contracts shall be the responsibility of the Unit Owner.

11.5 Alteration of Units or Common Elements by Unit Owners. No Owner shall make or permit the making of any material alterations or substantial additions to the Owner's Unit or the Common Elements, or in any manner change the exterior appearance of any portion of the Condominium, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors reasonably determines that the proposed modifications or alterations would tend to adversely affect, or in any manner be detrimental to the Condominium, in whole or in part. The Board of Directors may revoke or rescind its approval of an alteration or modification previously given if it appears that the installation has had unanticipated material adverse affects on the Condominium as a whole or in part. If a Unit Owner makes any modifications, installations or additions to their unit or the Common Elements, the Unit Owner, and their successors in title shall be financially responsible for:

a. The insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the cost of repairing any damage to the Common Elements resulting from such modifications, installations or additions;

b. The costs of repairing any damage to the Common Elements or other Units resulting from the existence of such modifications, installations or additions; and

c. The costs of removing and replacing or reinstalling such modifications, installations or additions if their removal by the Association becomes necessary in order to maintain, repair, replace or protect other parts of the Condominium Property for which the Association is responsible.

11.6 Use of Licensed and Insured Contractors. Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit or Common Elements, whether with or without Association approval, such Owner shall be deemed to have warranted to the Association and its members that the Owner's contractor(s) is properly licensed and fully insured, and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor s insurance.

11.7 Alterations and Additions to Common Elements and Association Property. The protection, maintenance, repair, insurance and replacement of the Common Elements and Association Property is the responsibility of the Association and the cost is a Common Expense. Beyond performing these functions, the Association shall make no material alteration of, nor substantial additions to, the Common Elements or the Association Property costing more than $10,000.00 in the aggregate in any

calendar year without prior approval of at least a majority of the total Voting Interests. Alterations or additions costing less than this amount may be made with Board approval. Regardless of the cost, if work reasonably necessary to protect, maintain, repair, replace or insure the Common Elements or Association Property, or to provide for the health, safety or security of the residents also constitutes a material alteration or substantial addition to the Common Elements or Association Property, prior Unit Owner approval is not required.

11.8 Enforcement of Maintenance. If after reasonable notice the Owner of a Unit fails to maintain the Unit so as to create a health or safety hazard to the Common Elements, other property, or other residents, and fails to maintain the Limited Common Elements appurtenant to the Unit as required above, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the unit, with or without notice to or consent of the tenant or Unit Owner, to repair, replace, or maintain any item which in the reasonable judgment of the Board of Directors may constitute a health or safety hazard to other property or residents. Any expenses incurred by the Association in performing work within the Unit as authorized by this Declaration shall be charged to the Unit Owner, together with reasonable attorney's fees and other expenses or collection, if any.

11.9 Negligence: Damage Caused by Condition in Unit. The Owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of Common Elements, other Units, or personal property made necessary by the Owner's act or negligence, or by that of any member of the Owner's family or guests, employees, agents, or tenants. Each Unit Owner has a duty to maintain their Unit, any Limited Common Element appurtenant to the Unit (except those Limited Common Elements required to be maintained by the Association), and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Elements or the property of other Owners and residents. If any condition, defect or malfunction resulting from the Owner's failure to perform this duty causes damage to other Units, the Common Elements, Association Property or property within other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the Units involved is not occupied at the time the damage is discovered, the Association may enter the Unit without prior notice to the Owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the Owner.

11.10 Association's Access to Units. The Association has an irrevocable right of access to the Units for the purposes of protecting, maintaining, repairing and replacing the Common Elements or portions of a Unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more Units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment such as smoke alarms as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Unit. The Association may retain a pass-key to all Units. If it does, no Unit Owner shall alter any lock, nor install a new lock, which prevents access when the Unit is unoccupied, unless the Unit Owner provides the Association with a key. If the

Association is not provided with a key to the Unit, the Owner shall pay all costs incurred by the Association in gaining entrance to the Owner's Unit, and also shall be responsible for any damage done to the Unit in gaining entrance thereto, and shall also be liable for any damage resulting from delay in gaining entrance to the Owner's Unit caused by the unavailability of a key.

11.11 Pest Control. The Association may supply pest control services for the inside of each Unit with the cost thereof being part of the Common Expenses. An Owner has the option to decline such service unless the Association determines that such service is necessary for the protection of the balance of the Condominium, in which event the Owner thereof must either permit the Association's pest control company to enter the Owner's Unit or must employ a licensed pest control company to enter the Owner's Unit on a regular basis to perform pest control services and furnish written evidence thereof to the Association. Because the cost of pest control service provided by the Association is part of the Common Expenses, the election of an Owner not to use such service shall not reduce the Owner's assessments.

11.12 Hurricane Shutters and Screen Doors. The Board of Directors shall adopt hurricane shutter and screen door specifications which shall comply with applicable building codes and may address color, style and other factors deemed relevant by the Board. The Board shall not refuse to approve the installation or replacement of hurricane shutters or screen doors by a Unit Owner if the installation conforms to the specifications approved by the Board.

Except where such installation is prohibited by the Florida Condominium Act, the Board may, in compliance with all applicable bidding and other provisions of the Florida Condominium Act, and upon approval by at least a majority of the total Voting Interests of the Condominium, install hurricane shutters, and may maintain, repair or replace such approved hurricane shutters, whether on or within the Common Elements, Limited Common Elements, Units or Association Property. The Board may operate shutters installed pursuant to this provision without vote of the Unit Owners where such operation is necessary to preserve and protect the Condominium Property and Association Property.

The installation, replacement, operation, repair and maintenance of such hurricane shutters or screen doors in accordance with the procedures set forth in this provision and the Florida Condominium Act shall not be deemed a material alteration to the Common Elements or Association Property.

11.13 Surface Water Management System. The Association shall be responsible for the operation, maintenance, repair and replacement of the Surface Water Management System and any conservation or wetland areas designated by the South Florida Water Management District.

## 12. USE RESTRICTIONS

The use of the Condominium Property shall be subject to the rules and regulations of the Master Association and shall be in accordance with the following provisions, as long as the Condominium is in existence:

12.1 Units. Each Unit shall be occupied by only one Family at any time as a residence and for no other purpose. No business or commercial activity shall be conducted in or from any Unit. The use of a

Unit as a public lodging establishment shall be deemed a business or commercial use. This restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping personal, business or professional records in the Owner's Unit, or from handling personal, business or professional telephone calls or written correspondence in and from the Unit. Such uses are expressly declared customarily incident to residential use.

12.2 Occupancy in Absence of Owner. If the Owner and the Owner's Family who permanently reside with the Owner are absent from the Unit and are not occupying it, and the Unit has not been leased, the Owner may permit their Unit to be occupied by the Owner's guests only in accordance with the following:

a. Any one person who is the parent or child of the Unit Owner or of the Unit Owner's spouse, if any, may occupy the Unit in the absence of the Owner for a period not to exceed thirty (30) days. That person's spouse and children, if any, may accompany that person. The total number of occasions for occupancy by all guests combined under this paragraph shall be limited to four (4) in any one calendar year, with a maximum aggregate total occupancy of one hundred twenty (120) days.

b. Guests not included within 12.2(a) are permitted for only one (1) family occupancy in the Unit Owner's absence and then only with the proviso that the family consist of no more than five (5) persons. Such guests may not stay in excess of thirty (30) days and the total number of occasions for this type of guest occupancy in any unit shall be limited to four (4) in any one calendar year.

12.3 Exceptions. Upon prior written application by the Unit Owner, the Board of Directors may make such limited exceptions to the foregoing restrictions as may be deemed appropriate in the discretion of the Board, for the sole purpose of avoiding undue hardship or inequity. The making of one exception shall not be construed as a precedent for later exceptions.

12.4 Occupancy When Owner is Present. There is no restriction on the number of guests, whether related or unrelated to the Owner, who may occupy the Unit together with the Unit Owner.

12.5 Minors. There is no restriction on the age of occupants of Units. All occupants under eighteen (18) years of age shall be closely supervised at all times by an adult, to insure that they do not become a source of annoyance to other residents.

12.6 Pets. The Owner of each Unit may keep not more than two (2) pets of a normal domesticated household type (such as a cat or dog) in the Unit. The pet must be leashed or carried at all times while anywhere on the Condominium Property outside of the Unit. Each pet owner shall be responsible for the immediate removal and disposal of the pet's excrement. No pets are permitted in the recreation facility. The same restrictions apply to leased Units. No reptiles, rodents, amphibians, poultry or livestock may be kept in the Condominium, but tropical fish or caged birds are permitted in the Unit (but not on lanais as to caged birds). The ability to keep a pet is a privilege, not a right, and the Board of Directors is empowered to restrict the keeping of such pet(s) and may order and enforce the removal of any such pet(s) which becomes a source of annoyance to other residents of the Condominium. Ownership of pets is as of this date also regulated by the Master Association.

12.7 Nuisances. No Owner shall use a Unit, or permit a Unit to be used in any manner which is disturbing, detrimental or a nuisance to the occupant of another Unit, or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each Unit shall be consistent with existing laws, the Condominium Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

12.8 Signs. No person other than the Developer may post or display "For Sale", "For Rent", "Open House" or other similar signs anywhere on the Condominium Property without the prior approval of the Board.

12.9 Use of Common Elements. Common hallways, stairways and other Common Elements shall not be obstructed, littered, defaced or misused in any manner. Lanais and walkways shall be used only for the purposes intended, and they shall not be used for hanging or drying clothing, outdoor cooking, cleaning of rugs or other household items, or for storage of personal property other than bicycles.

12.10 Motor Vehicles: Parking. No vehicle shall be parked on the Condominium Property except in a designated parking space or area. Commercial vehicles, except those which are temporarily parked on the Condominium Property for a limited business purpose, and those used by the Developer or its designees in connection with the construction, maintenance and marketing of Units, may not be kept on the Condominium Property. Boats, boat trailers or trailers of any kind, campers, recreational vehicles (RVs), travel trailers, motor homes, mobile homes and other similar vehicles, and vehicles which are not in operable condition or validly licensed may be kept on the Condominium Property only if kept in a fully enclosed garage when not in use. For the purpose of the foregoing sentence, the term "kept" shall mean present for a period of six (6) consecutive hours or overnight, whichever is less. For the purpose of this provision, the term commercial vehicle" shall include those vehicles which contain lettering on the exterior and those which are used for other than strictly personal use. Because the number of parking spaces is limited, an Owner's right to keep more than (1) vehicle on the Condominium Property may be limited or regulated by the Association. No maintenance or repair shall be performed on any vehicle on the Condominium Property.

12.11 Television and Other Outdoor Antennae. Television, radio, satellite or other antennae systems are regulated by the Master Association. Reference should be made to Article IX of the Master Declaration.

## 13. LEASING OF UNITS

In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of units by their Owners shall be restricted as provided in this section. All leases of Units must be in writing. A Unit Owner may lease only the entire Unit, and then only in accordance with this section after receiving the approval of the Association. The lessee must be a natural person.

13.1 Procedures.

a. Notice by the Unit Owner. An Owner intending to lease their Unit shall give to the Board of Directors or its designee written notice of such intention at least five (5) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require a personal interview with any lessee and spouse, if any, as a pre-condition to approval.

b. Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have five (5) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.

c. Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

1. The Unit Owner is delinquent in the payment of assessments at the time the application is considered;

2. The Unit Owner has a history of leasing the Unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of the Unit;

3. The real estate company or rental agent handling the leasing transaction on behalf of the Unit Owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval;

4. The application on its face indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;

5. The prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

6. The prospective lessee has a history of conduct which evidences disregard for the rights and property of others;

7. The prospective lessee evidences a strong probability of financial irresponsibility;

8. The lessee, during previous occupancy, has evidenced an attitude of disregard for the Association rules;

9. The prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid; or

10. The Owner fails to give proper notice of their intention to lease the Unit to the Board of Directors.

d. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days notice, without securing consent to such eviction from the Unit Owner.

e. Applications: Assessments. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying Condominium assessments may not be delegated to the lessee.

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

13.2 Term of Lease and Frequency of Leasing. No Unit may be leased more often than five (5) times in any calendar year, or for a period of less than thirty (30) days. The first day of occupancy under the lease shall determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

13.3 Exceptions. Upon written request of a Unit Owner, the Board of Directors may approve one additional lease of the Unit within the same calendar year, but only under unusual circumstances to avoid undue hardship and inequity.

13.4 Occupancy During Lease Term. No one but the lessee, their family members within the first degree of relationship by blood, adoption or marriage, and their spouses and guests may occupy the Unit. The total number of overnight occupants of a leased Unit is limited to two (2) persons per bedroom, plus two (2) persons.

13.5 Occupancy in Absence of Lessee. If a lessee is absent from the Unit for any period of time during the lease term, their family within the first degree of relationship already in residence may continue to occupy the Unit and may have house guests subject to all the restrictions in Sections 12 and 13.4 herein. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the Unit.

13.6 Use of Common Elements and Association Property. To prevent overtaxing the facilities, a Unit Owner whose Unit is leased may not use the recreation or parking facilities during the lease term unless the Tenant waives, in writing, the right to use such facilities in favor of the Unit Owner.

13.7 Regulation by Association. All of the provisions of the Condominium Documents and the Rules and Regulations of the Association shall be applicable and enforceable against any person occupying a Unit as a lessee or guest to the same extent as against the Owner. A covenant on the part of each occupant to abide by the Rules and Regulations of the Association and the provisions of the Condominium Documents, designating the Association as the Owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

13.8 Fees and Deposits Related to the Lease of Units. Whenever herein the Board's approval is required to allow the lease of a Unit, the Association may charge the Owner a pre-set fee for processing the application, such fee not to exceed the maximum amount allowed by law. No fee may be charged for approval of a renewal or extension of a lease with the same lessee. The Association may also require any deposits that are authorized by the Condominium Act as amended from time to time.

## 14. TRANSFER OF OWNERSHIP OF UNITS

In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units, inhibiting transience, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a Unit shall be subject to the following provisions.

14.1 Forms of Ownership.

a. One Person. A Unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

b. Two or More Persons. Units may be owned by two or more natural persons. However, the intent of this provision is to allow flexibility in estate, tax or financial planning, and not to create circumstances where the Unit may be used as short-term transient accommodations for multiple families. If the co-Owners are other than husband and wife, the Board shall condition its approval upon the designation of one approved natural person as Primary Occupant. The use of the Unit by other persons shall be as if the Primary Occupant were the only actual Owner. Any change in the Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this section. No more than one such change will be approved in any twelve (12) month period.

c. Ownership by Corporations, Partnerships or Trusts. A Unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families. The approval of a trustee, or corporation, partnership

or other entity as a Unit Owner shall be conditioned upon designation by the Owner of one natural person to be the Primary Occupant. The use of the Unit by other persons shall be as if the Primary Occupant were the only actual Owner. Any change in the Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any twelve (12) month period.

d. Designation of Primary Occupant. Each Owner of a Unit which is owned in the forms of ownership stated in preceding subsections 14.1(b) and (c) shall designate a Primary Occupant in writing to the Association. If any Unit Owner fails to do so, the Board of Directors may make the initial designation for the Owner, and shall notify the Owner in writing of its action.

e. Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 14.2 herein. In that event, the life tenant shall be the only Association member from such Unit, and occupancy of the Unit shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the Unit. Any consent or approval required of association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-Owners for purposes of determining voting and occupancy rights under Section 14.1(b) herein.

14.2 Transfers.

a. Sale or Gift. No Unit Owner may dispose of a Unit or any ownership interest in a Unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.

b. Devise or Inheritance. If any Unit Owner acquires title by devise or inheritance, the Unit Owner's right to occupy or use the Unit shall be subject to the approval of the Board of Directors under Section 14.3(a)(2) herein. The approval shall not be denied to any devisee or heir who was the prior Owner's lawful spouse at the time of death, or was related to the Owner by blood or adoption within the first degree.

c. Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Unit before being approved by the Board of Directors under the procedures outlined in Section 14.3 herein.

d. Ad Hoc Committee. To facilitate transfers proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee which shall consist of at least three (3) members. The chairman of the committee shall be deemed a Vice-President, and as such shall be empowered to execute Certificates of Approval on behalf of the Association.

14.3 Procedures.

a. Notice to Association.

1. Sale or Gift. An Owner intending to make a sale or gift of their Unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days before the intended closing date, together with the name and address of the proposed purchaser or donee, a copy of the executed sales contract, if any, and such other information as the Board may reasonably require. The Board may require a personal interview with any purchaser or donee and his spouse, if any, as a pre-condition to approval.

2. Devise, Inheritance or Other Transfers. The transferee must notify the Board of Directors of their ownership and submit a certified copy of the instrument evidencing ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use rights until and unless approved by the Board, but may sell or lease the Unit following the procedures in this section or Section 1 3.

3. Demand. With the notice required in Subsection 14.3(a)(l) herein, the Owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser who shall purchase the Unit at the same price and upon substantially the same terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the Unit determined as provided herein.

4. Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling an interest in a Unit, such failure shall create a rebuttable presumption that the seller and the purchaser intend to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.

b. Board Action. Within thirty (30) days after receipt of the required notice and all information or interviews requested, or not later than sixty (60) days after the notice required by paragraph (a) above is received, whichever occurs first, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within the time limits set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

c. Disapproval.

1. With Good Cause. Approval of the Association shall be withheld for good cause only if a majority of the whole Board so votes, after receiving a written opinion of counsel that good cause exists. Only the following may be deemed to constitute good cause for disapproval:

(a) The person seeking approval has been convicted of a felony involving violence to persons or property, a felony involving possession or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

(b) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

(c) The person seeking approval gives the Board reasonable cause to believe that person intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;

(d) The person seeking approval has a history of disruptive behavior or disregard for the rights or property of others;

(e) The person seeking approval has evidenced an attitude of disregard for Association rules by his conduct in this Condominium as a tenant, Unit Owner or occupant of a Unit;

(f) The transfer to the person seeking approval would result in that person owning more than two (2) Units in the Condominium;

(g) The person seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false information during the application process; or

(h) The transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein.

2. Without Good Cause. The Association's approval shall not be denied unless a majority of the whole Board so votes. If the Board disapproves without good cause, and if the Owner or transferee has made the demand set forth in Section 14.3(a)(3), then within thirty (30) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the Owner/seller the name of an approved purchaser who will purchase the Unit at the same price, and upon substantially the same terms, as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two state-certified property appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and Owner/seller, except that the purchaser shall pay for their own title insurance, and all costs of mortgage financing. Real property taxes and Condominium assessments shall be prorated to the day of closing and the parties shall bear their own attorneys fees, if any. The closing shall take place not longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure or refusal to close by either party shall constitute a breach of contract and shall entitle the other party to seek specific performance or damages.

3. If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, then the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand a Certificate of Approval shall be issued.

14.4 Exception. The provisions of Sections 14.2 and 14.3 are not applicable to the acquisition of title by a first mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure.

14.5 Unapproved Transfers. Any sale or transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board.

14.6 Fees and Deposits Related to the Sale of Units. Whenever herein the Board's approval is required to allow the sale or other transfer of an interest in a Unit, the Association may charge the Owner a pre-set fee for processing the application, such fee not to exceed the maximum amount allowed by law. The Association may also require any deposits that are authorized by the Condominium Act as amended from time to time.

## 15. INSURANCE

In order to adequately protect the Association and its members, insurance shall be carried and kept in force at all times in accordance with the following provisions:

15.1 By the Unit Owner. Each Unit Owner is responsible for insuring their own Unit and the personal property therein; all floor, wall and ceiling coverings; all built-in cabinets, appliances, water heaters, air conditioning and heating equipment, and electrical fixtures that are located within the Unit and required to be repaired or replaced by the Owner; and all alterations, additions and improvements made to the Unit or the Common Elements by the Owner or the Owner's predecessors in title. Each Unit Owner is expected to carry homeowner's insurance with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection, or recognize that the Owner bears financial responsibility for any damage to their property or liability to others that would otherwise be covered by such insurance.

15.2 Association Insurance; Duty and Authority to Obtain. The Association, by its Board of Directors, shall use its best efforts to obtain and maintain adequate insurance coverage which it is required to carry by law and under the Condominium Documents, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Unit Owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure.

15.3 Required Coverage. The Association shall use its best efforts to obtain and maintain adequate insurance covering all of the buildings and the Common Elements, as well as all Association Property, in amounts determined annually by the Board of Directors, such insurance to afford the following protection:

a. Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "All Risk" property contract.

b. Flood. If the Condominium Property is located within a flood zone, in amounts deemed adequate by the Board of Directors, as available through the National Flood Insurance Program.

c. Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

d. Automobile. Automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles, in such limits of protection and with such coverage as may be determined by the Board of Directors.

e. Compensation. The Association shall maintain Workers' Compensation insurance on at least a minimum premium basis.

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

15.4 Optional Coverage. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and Unit Owners. Some of the more common options include:

a. Additional flood insurance.

b. Scheduled equipment floater (protection for specialized mobile equipment).

c. Boiler and machinery coverage (includes breakdown on air conditioning units).

d. Broad form comprehensive general liability endorsement.

e. Directors and officers liability.

f. Medical payments.

g. Leakage, seepage and wind-driven rain.

15.5 Description of Coverage. A detailed summary of the coverages included in the master policies and copies of the master policies shall be available for inspection by Unit Owners or their authorized representatives upon request.

15.6 Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the Association Unit Owners, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

15.7 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the Unit Owners and their respective mortgagees in the following shares:

a. Common Elements. Proceeds on account of damage to Common Elements shall be held in as many undivided shares as there are Units, the shares of each Unit Owner being the same as their share in the Common Elements.

b. Units. Proceeds on account of damage within the Units shall be held in undivided shares based on the prorated amount of damage within each damaged Unit as a percentage of the total damage within all Units.

c. Mortgagee. If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Unit Owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against Unit or Units, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

15.8 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Unit Owners in the following manner:

a. Cost of Reconstruction or Repair. If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the remaining proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being paid jointly to them.

b. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided herein that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them.

15.9 Association as Agent. The Association is hereby irrevocably appointed as agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the condominium property.

## 16. RECONSTRUCTION OR REPAIR AFTER CASUALTY

If any part of the Condominium Property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

16.1 Damage to Units. Where loss or damage occurs within one or more Units, any Association insurance proceeds on account of the loss or damage, less the deductible, shall be distributed to the Owner(s) of the damaged Unit(s) in shares as provided in Section 15.7 herein. The Owner(s) of the damaged Unit(s) shall be responsible for reconstruction and repair.

16.2 Damage to Common Elements - Less than "Very Substantial". Where loss or damage occurs to the Common Elements, but the loss is less than "very substantial" as hereinafter defined, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

a. The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.

b. If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the Common Elements, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all Unit Owners in proportion to their shares in the Common Elements for the deficiency. Such special assessments need not be approved by the Unit Owners. The proceeds from the special assessment shall be added to the funds available for repair and restoration of the property.

16.3 "Very Substantial" Damage. As used in this Declaration, the term "very substantial" damage shall mean loss or damage whereby three-fourths (¾) or more of the total Units are rendered uninhabitable. Should such "very substantial" damage occur then:

a. The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration.

b. A membership meeting shall be called by the Board of Directors to be held not later than sixty (60) days after the Board has obtained the estimates, to determine the opinion of the membership with reference to rebuilding or termination of the Condominium, subject to the following:

1. If the insurance proceeds and reserves available for the restoration and repairs that are the Association's responsibility are sufficient to cover the estimated cost thereof so that no special assessment will be required, then the Condominium shall be restored or repaired unless two-thirds (2/3) of the total Voting Interests shall vote for termination, or unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general types of Units, in either of which cases the Condominium shall be terminated.

2. If the insurance proceeds and reserves available for restoration and repair are not sufficient to cover the estimated cost thereof so that a special assessment will be required, then unless two-thirds (2/3) of the total Voting Interests vote in favor of such special assessment and against termination of the Condominium, it shall be terminated and the property removed from the provisions of the Condominium Act. If two-thirds *(2/3)* of the total Voting Interests approve the special assessment, the Board of Directors shall levy such assessment and shall proceed to negotiate and contract for necessary repairs and restoration. The proceeds from the special assessment shall be added to the funds available for repair and restoration of the property.

c. If any dispute shall arise as to whether "very substantial" damage has occurred, a determination by the Board of Directors shall be binding upon all Unit Owners.

16.4 Application of Insurance Proceeds. It shall be presumed that the first monies disbursed for repair and restoration are from insurance proceeds; if there is a balance left in the funds held by the Association after the payment of all costs of repair and restoration, such balance shall be distributed to the Unit Owners, except as otherwise provided in Section 15.7(c) herein.

16.5 Equitable Relief. In the event of damage to the Common Elements which renders any Unit uninhabitable and the damage is not repaired, reconstructed, or rebuilt within a reasonable period of time, the Owner of the uninhabitable Unit may petition a court for equitable relief, which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be presumed that repair, reconstruction or rebuilding has occurred within a reasonable period of time if substantial work is commenced within six (6) months following the damage or destruction, and is completed within nine (9) months thereafter.

16.6 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, as the same may be required to be modified to meet current building codes, or according to different plans and specifications approved by the Board of Directors, by the Owners of at least three-fourths (¾) of the Units, and by the Primary Institutional Mortgagee, if any. Such approvals may not be unreasonable withheld. However, no change in plans and specifications shall materially reduce the interior floor space of any Unit without the consent of the Unit Owner and his institutional mortgagee, if any.

## 17. CONDEMNATION

17.1 Deposit of Awards with Association. The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association; and if any fail to do so, a special charge shall be made against a defaulting Unit Owner in the amount of the Owner's award, or the amount of that award shall be set off against any sums payable to that Owner.

17.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the same manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

17.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be condominium property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, but the size of the Condominium will be reduced, the Owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

17.4 Association as Agent. The Association is hereby irrevocably appointed as each Unit Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation.

17.5 Units Reduced but Habitable. If the condemnation reduces the size of a Unit and the remaining portion of the Unit can be made habitable, the awards for the taking of a portion of that Unit

shall be used for the following purposes in the order stated, and the following changes shall be effected in 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 paid by the Owner of the Unit.

b. Distribution of Surplus. The balance of the award, 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 mortgagees.

c. Adjustment of Shares in Common Elements. If the floor area of a Unit is reduced by the taking, the number representing the share in the Common Elements appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking, and then the shares of all Unit Owners in the Common Elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

17.6 Unit Made Not Habitable. If the condemnation is of an entire Unit or reduces the size of a Unit so that it cannot be made habitable, 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 effected in the Condominium:

a. Payment of Award. The fair market value of the Unit immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagee(s).

b. Addition to Common Elements. If possible and practical, the remaining portion of the Unit shall become a part of the Common Elements and shall be placed in condition for use by some or all Unit Owners in a manner approved by the Board of Directors.

c. Adjustment of Shares in Common Elements. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as percentages of the total of the numbers representing the shares of these as they existed prior to the adjustment.

d. Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit Owner and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by special assessment against all 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 shares of those Owners in the Common Elements after the changes affected by the taking.

e. Arbitration. If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Unit Owner, the first mortgagee, if any, and the Association shall each appoint one certified real property appraiser, who shall appraise the Unit and determine the fair market value by computing the arithmetic average of their appraisals of the unit. A judgment of specific performance upon the fair market value calculated in this way may be entered in any court of competent jurisdiction. Each party shall bear the cost of their own appraiser.

17.7 Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in a manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation, if any. If a Unit is mortgaged, the remittance shall be paid jointly to the Owner and mortgagee(s) of the Unit.

17.8 Amendment of Declaration. Any changes in Units and in the Common Elements, in the ownership of the Common Elements, and in the sharing of Common Expenses that are necessitated by condemnation shall be accomplished by amending this Declaration in accordance with Sections 17.5 and 17.6 herein. Such amendment need be approved only by the Owners of a majority of the Units. The consent of lien holders is not required for any such amendment.

## 18. TERMINATION

The Condominium may be terminated in the following manner:

18.1 Agreement. The Condominium may be caused to be terminated at any time by written agreement of the Owners of at least three-fourths (¾) of the Units, and the Primary Institutional Mortgagee.

18.2 Very Substantial Damage. If the Condominium, as a result of casualty, suffers "very substantial damage" to the extent defined in Section 16.3, and it is not decided as therein provided that it will be reconstructed or repaired, the condominium form of ownership of the property in this Condominium shall be terminated.

18.3 Certificate of Termination: Termination Trustee. The termination of the Condominium by either of the foregoing methods shall be evidenced by a Certificate of Termination, executed by the President or Vice President of the Association with the formalities of a deed, and certifying as to the facts affecting the termination. The certificate shall also include the name and address of a Florida financial institution with trust powers, or a licensed Florida attorney, who is designated by the Association to act as Termination Trustee, and shall be signed by the Trustee indicating a willingness to serve in that capacity. Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this Section 18 is recorded in the Public Records of Collier County, Florida. The recording of that Certificate of Termination automatically divests the Association and all Unit Owners of legal title, and vests legal title in the Termination Trustee named in the Certificate of Termination, to all real and personal property which was formerly the Condominium Property or Association Property, without need for further conveyance. Beneficial title to the former Condominium Property and Association Property is owned by the former Unit Owners as tenants in common, in the same undivided shares as each Owner previously owned in the Common Elements. Upon termination, each lien encumbering a Condominium Parcel shall be automatically transferred to the equitable share in the Condominium Property attributable to the unit encumbered by the lien, with the same priority. Termination incident to a merger of this Condominium with another condominium shall not require designation of a Termination Trustee.

18.4 Wind-Up of Association Affairs. The termination of the Condominium does not, by itself, terminate the Association. The former Unit Owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, and in the Articles of Incorporation and Bylaws, including without limitation the power to levy assessments, for the purpose of

maintaining and protecting the property and winding up the affairs of the Association in accordance with this section.

18.5 Trustee's Powers and Duties. The Termination Trustee shall hold title to the property for the benefit of the former Unit Owners and their successors, assigns, heirs, devisees, mortgagees and other lien holders, as their interests shall appear. If the former Unit Owners approve a sale of the property as provided in this section, the Termination Trustee shall have the power and authority to convey title to the real property, and to distribute the proceeds in accordance with the provisions of this Declaration. The Termination Trustee shall also have the power and authority to liquidate the assets of the Association upon its dissolution, and to distribute the proceeds as described herein. The Termination Trustee shall be entitled to charge a reasonable fee for acting in such capacity, and such fees, and all costs and expenses incurred by the Termination Trustee in the performance of its duties, shall be paid by the Association or taken from the proceeds of sale of the former Condominium Property and Association Property, and shall constitute a lien on the property superior to any other lien until paid. The Termination Trustee shall be entitled to indemnification by the Association for any and all liabilities and costs incurred by virtue of acting a Termination Trustee, unless such liabilities are the result of gross negligence or intentional wrongdoing. The Termination Trustee may rely upon written instructions and information provided by the officers, Directors and agents of the Association, and shall not be required to inquire beyond such information and instructions.

18.6 Partition: Sale. Following termination, the former Condominium Property and Association Property may be partitioned and sold upon the application of any Unit Owner. If following a termination, at least seventy-five percent (75%) of the total Voting Interests agree to accept an offer for the sale of the property, the Board of Directors shall notify the Termination Trustee, and the Termination Trustee shall complete the transaction. In that event, any action for partition of the property shall be held in abeyance pending the sale, and upon the consummation of the sale, shall be discontinued by all parties thereto. If the Unit Owners have not authorized a sale of the former Condominium Property and Association Property within one (1) year after the recording of the Certificate of Termination, the Termination Trustee may proceed to sell the property without agreement by the former Unit Owners. The proceeds of the sale of any of the property or assets of the Association shall be distributed by the Termination Trustee to the beneficial Owners thereof, as their interests shall appear.

18.7 Provisions Survive Termination. The provisions of this Section 18 are covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed. The Board of Directors shall continue to function in accordance with the Bylaws and Articles of Incorporation, and shall have the power to levy assessments and to pay the costs and expenses of maintaining the property until it is sold. The costs of termination, the fees and expenses of maintaining the property until it is sold. The costs of termination, the fees and expenses of the Termination Trustee, as well as the post-termination costs of maintaining the former Condominium Property, are Common Expenses, the payment of which is secured by a lien on the beneficial interest owned by each former Unit Owner, which to the maximum extent permitted by law, shall be superior to, and take priority over, all other liens.

## 19. ENFORCEMENT

19.1 Duty to Comply: Right to Sue. Each Unit Owner, their tenants and guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, the Condominium Documents, the Rules and Regulations of the Association and the Rules and Regulations of the Master Association and Master Documents. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a Unit Owner against:

a. The Association;

b. A Unit Owner;

c. Anyone who occupies or is a tenant or guest in a Unit; or

d. Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.

19.2 Waiver of Rights. The failure of the Association or any member to enforce a right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived by a Unit Owner if the waiver would adversely affect the rights of the Owner or defeat the purpose of the provision, except that Unit Owners or Directors may waive notice of specific meetings as provided in the Bylaws. Any written instrument or instruction given by a purchaser or Unit Owner to an escrow agent may be relied upon by the escrow agent, whether or not such instruction and the payment of funds thereunder might otherwise constitute a waiver of any provision of the Condominium Act or the Condominium Documents.

19.3 Attorneys' Fees. In any legal proceeding arising out of an alleged failure of a guest, tenant, Unit Owner or the Association to comply with the requirements of the Condominium Act, the Condominium Documents, or the Association's Rules and Regulations, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorneys fees as may be awarded by the court.

19.4 No Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owners under the law and the Condominium Documents shall be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising any other rights, remedies, or privileges that may be available.

19.5 Approval by Membership. The Association shall not have standing or authority to commence any legal action or arbitration proceeding without first obtaining the approval of three-fourths (¾) of the Voting Interests of the Condominium. This subsection shall not apply to actions commenced by the Association pursuant to Section 10 of this Declaration.

## 20. RIGHTS OF MORTGAGEES

20.1 Approvals. Written consent of the institutional mortgagee of a Unit shall be required for any amendment to the Declaration which would decrease the Unit's share of ownership of the Common Elements, except as otherwise provided in Sections 17.5(c), 17.6(c) and 17.8.

20.2 Notice of Casualty or Condemnation. In the event of condemnation, eminent domain proceedings, or very substantial damage to, or destruction of, any Unit or any part of the Common Elements, the record holder of any first mortgage on an affected Unit shall be entitled to notice.

20.3 First Mortgage Foreclosure. If the mortgagee of a first mortgage of record or its successor or assignee acquires title to a Condominium Parcel by foreclosure of said mortgage, or by a deed in lieu of foreclosure, the mortgagee shall be liable only for such share of the Common Expenses or assessments attributable to the Condominium Parcel, or chargeable to the former Owner of the Parcel, which came due

prior to the mortgagee's acquisition of title as the mortgagee shall be required to pay under the Florida Condominium Act as amended from time to time. No acquirer of title to a Condominium Parcel by foreclosure, or by a deed in lieu of foreclosure may be excused from the payment of any assessments coming due during the period of such ownership.

20.4 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any Unit, the Association, on behalf of one or more Unit Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the Unit at the foreclosure sale. Any mortgagee shall have an unrestricted, absolute right to accept title to the Unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Unit at the foreclosure sale.

20.5 Right to Inspect Books. The Association shall make available to institutional mortgagees requesting same current copies of the Condominium Documents and the books, records and financial statements of the Association. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be provided at the expense of the person requesting them.

20.6 Financial Statement. Any institutional mortgagee is entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year.

20.7 Lender's Notices. Upon written request to the Association, any institutional mortgagee shall be entitled to timely written notice of:

a. Any sixty (60) day or longer delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds a mortgage.

b. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

c. Any proposed action that requires the consent of a specified percentage of mortgage holders.

## 21. DEVELOPER'S RIGHTS AND DUTIES

Notwithstanding any other provision of this Declaration, as long as the Developer or any successor in interest to the Developer holds any Units in the Condominium for sale in the ordinary course of business, the following provisions shall apply:

21.1 Developer's Use. Until the Developer has completed all of the contemplated improvements and has sold all of the Units in the Condominium, neither the Unit Owners nor the Association, nor their use of the Condominium Property shall unreasonably interfere with the completion of the contemplated improvements or the sale of Units. The Developer may make any use of the unsold Units (or Units sold subject to a leaseback by the Developer for use as a model) and the Common Elements as may reasonably be expected to facilitate completion and sales of Units in this or any other condominium project (whether or not such project is owned by the Developer), including without limitation, maintenance of a sales or construction trailer or office, display of signs, leasing of Units and display of the unsold Units for sale to prospective purchasers. The Developer also reserves the right to sell and lease back one or more Units for use as "hospitality suites", providing short term guest

accommodations for prospective purchasers or other business guests of the Developer, subject to the approval of such lease by the Association.

21.2 Assignment. All or any of the rights, privileges, powers and immunities granted or reserved to the Developer in the Condominium Documents may be freely assigned by the Developer, in whole or in part, to any person, entity or assignee without the consent of any Unit Owner or any holder of a mortgage secured by any Unit. In the event of the foreclosure of any mortgage owed by the Developer or deed in lieu of such foreclosure, the person first acquiring title to such interest by reason of such foreclosure, or deed in lieu of foreclosure, shall succeed to all rights, powers, privileges and immunities of the Developer.

21.3 Modification and Amendment of Plans and Alterations of Unit Boundaries and Dimensions. The Developer reserves the right to modify or alter the interior design and arrangement of any Units, or to alter the boundaries between Units, as long as the Developer owns the Units so modified or altered, provided that Exhibit B attached hereto is amended to reflect the changes, and provided that such modifications or alterations shall be in compliance with Section 23 of this Declaration relating to minimum and maximum square footages, and provided that said modification of interior design and arrangement and alteration of boundaries shall not be of a material fashion pursuant to Section 718.110(4), Florida Statutes. Any such amendment need be executed only by the Developer, and shall not require the approval of Unit Owners, contract purchasers, or lien holders or the Association.

21.4 Amendments by developer. The Developer has the right under the Condominium Act to amend this Declaration and any of its exhibits for certain specific purposes. Said amendments may be made and executed solely by the Developer and recorded in the Public Records of Collier County, Florida, and without any requirement of securing the consent of any Unit Owner, the Association, or the owner and holder of any lien encumbering a Condominium Parcel.

21.5 Sales of Units. The Developer shall have the right to sell or transfer ownership of any Unit owned by it to any person, on such terms and conditions as the Developer deems to be in its own best interest.

21.6 Turnover. The Developer may turn over control of the Association to Unit Owners other than the Developer prior to the statutory dates, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least sixty (60) days' notice of the Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer, nor such appointees shall be liable in any manner in connection with such resignations, even if Unit Owners other than the Developer refuse or fail to assume control.

## 22. AMENDMENT OF DECLARATION

All amendments to this Declaration shall be proposed and adopted in the following manner:

22.1 Proposal. Amendments to this Declaration may be proposed by the Board of Directors, or by written petition to the Board signed by the Owners of at least one-fourth (1/4) of the Units in the Condominium.

22.2 Procedure. Upon any amendment(s) to this Declaration being proposed as provided above, the proposed amendment(s) shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can still be given.

22.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Condominium Documents, this Declaration may be amended if the proposed amendment is approved by at least three-fourths (¾) of the Voting Interests of the Condominium. Alternatively, amendments may be adopted without a meeting following the procedure set forth in Section 3.12 of the Bylaws. Prior to the assumption of control of the Association by Unit Owners other than the Developer, this Declaration may be amended by vote of a majority of the Directors, and no vote of the Unit Owners is required.

22.4 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration; which certificate shall be in the form required by law and shall be executed by the President or Vice-President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

22.5 Proviso. No amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Owner of a Parcel shares the Common Expenses and owns the Common Surplus unless the record Owner of the Unit and all record owners of liens on the Unit, if any, consent in writing to the amendment and at least a majority of the total Voting Interests approve such amendment.

22.6 Enlargement of Common Elements. The Common Elements designated by this Declaration may be enlarged by amendment to this Declaration to add real property acquired by the Association. The amendment must describe the interest in the property and must submit the property to the terms of the Declaration. The amendment must be approved by at least two-thirds (2/3) of the total Voting Interests. The amendment shall divest the Association of title and vest title in the Unit Owners without naming them and without further conveyance, in the same manner and proportion as the undivided shares in the Common Elements that are appurtenant to the Units. Such an amendment shall not be deemed to make any material change in the appurtenances to the Units.

22.7 Correction of Errors. If there is an omission or error in this Declaration of Condominium or in other documents required by Florida law to establish the Condominium, the Association may correct the error or omission by following the procedures set forth in the Florida Condominium Act.

22.8 Amendment of Provisions Relating to developer. For as long as Developer holds any Units in the Condominium for sale in the ordinary course of business, no amendment shall be effective to change any provision relating specifically to the Developer without the Developer's written consent.

22.9 Phasing Amendments. Developer shall have the right, pursuant to Section 23 of this Declaration of Condominium and §718.403 of the Florida Condominium Act, to amend this Declaration and its exhibits, to submit the lands and improvements comprising Phases One through and including Five, with each building being a separate phase, to the Condominium. Such amendment shall not require execution thereof, or consent thereto, by Unit Owners other than the Developer, by the Association or by the owner and holder of any lien or mortgage encumbering a Condominium Parcel in the lands already submitted to condominium ownership. Said amendment is required to be executed only by the Developer and recorded in the Public Records of Collier County, Florida, together with such joinders or consents as may be required by the Florida Condominium Act.

22.10 Amendments Affecting Water Management Areas or Systems. Any amendment(s) materially affecting the water management areas or systems for the Condominium must be approved by South Florida Water Management District.

## 23. PHASE DEVELOPMENT

This Condominium will be developed in phases pursuant to §718.403 of the Florida Condominium Act.

23.1 Phase One Land and Improvements. The Land contained within Phase One, which is herein submitted to the condominium form of ownership, is legally described in Exhibit A to this Declaration. The survey and plot plan of said Phase One as graphically depicted in Exhibit B to this Declaration, show the approximate location of the building and improvements thereon that are by this Declaration being submitted to the condominium form of ownership. The improvements in Phase One will consist of a total of ten (10) residential Units contained in one (1) two-story building which is designated on the plot plan as Building 2. Said building will contain four (4) Martinique Units, four (4) Nassau Units, and two (2) St. Thomas Units, and each will have an attached screened lanai and a one-car garage. The two Martinique end Units on the first story will each have a courtyard.

23.2 Phase Two Land and Improvements. The Land contained within Phase Two, if submitted, is legally described in Exhibit A-1 to this Declaration. The survey and plot plan, as graphically depicted in Exhibit B to this Declaration, show the approximate locations of the proposed building and improvements to be constructed in Phase Two, if submitted.

The Developer contemplates that the building and improvements in Phase Two, if submitted, will consist of a total of ten (10) residential Units contained in one (1) two-story building which is designated on the plot plan as Building 1. The Developer initially intends that said building will contain four (4) Martinique Units, four (4) Nassau Units, and two (2) St. Thomas Units, and each will have an attached screened lanai and a one-car garage. The two Martinique end Units on the first story will each have a courtyard. However, the type of Unit constructed and the exterior appearance of the building may vary.

23.3 Phase Three Land and Improvements. The Land contained within Phase Three, if submitted, is legally described in Exhibit A-1 to this Declaration. The survey and plot plan, as graphically depicted in Exhibit B to this Declaration, show the approximate location of the proposed building and improvements to be constructed in Phase Three, if submitted.

The Developer contemplates that the building and improvements in Phase Three, if submitted, will consist of a total of eight (8) residential Units contained in one (1) two-story building which is designated on the plot plan as Building 3. The Developer initially intends that said building will contain four (4) Martinique Units and four (4) St. Croix Units, and each of which will have an attached screened lanai and a one-car garage. The two Martinique end Units on the first story will each have a courtyard. However, the type of Unit constructed and the exterior appearance of the building may vary.

23.4 Phase Four Land and Improvements. The Land contained within Phase Four, if submitted, is legally described in Exhibit A-1 to this Declaration. The survey and plot plan, as graphically depicted in Exhibit B to this Declaration, show the approximate location of the proposed building and improvements to be constructed in Phase Four, if submitted.

The Developer contemplates that the building and improvements in Phase Four, if submitted, will consist of a total of eight (8) residential Units contained in one (1) two-story building which is designated on the plot plan as Building 4. The Developer initially intends that said building will contain four (4) Martinique Units and four (4) St. Croix Units, and each of which will have an attached screened lanai and a one-car garage. The two Martinique end Units on the first story will each have a courtyard. However, the type of Unit constructed and the exterior appearance of the building may vary.

23.5 Phase Five Land and Improvements. The Land contained within Phase Sixteen, if submitted, is legally described in Exhibit A-1 to this Declaration and graphically described in Exhibit B to this Declaration. The Developer contemplates that the improvements in Phase Five, if submitted, will consist of a barbecue area, as shown on Exhibit B to this Declaration. No buildings containing Units will be constructed in Phase Five. The proposed location of the barbecue area is shown on Exhibit B to this Declaration.

23.6 Range of Units. The number of Units that may be constructed in each of Phases One and Two shall not contain fewer than ten (10) Units nor more than ten (10) Units. The general size of Units in Phases One and Two shall range from a minimum of approximately 1,598 square feet of living area to a maximum of 1,613 square feet of living area. These square footages are approximate and may vary.

The number of Units that may be constructed in each of Phases Three and Four shall not contain fewer than eight (8) Units nor more than eight (8) Units. The general size of Units in Phases Three and Four shall range from a minimum of approximately 1,480 square feet of living area to a maximum of 1,613 square feet of living area. These square footages are approximate and may vary.

23.7 Amendment to Plot Plan. The plot plans in Exhibit B may be modified by the Developer as to Unit or building types or to create more or fewer of a given building or Unit type. This may alter the external appearance of certain buildings.

23.8 Non-Material Changes in Legal descriptions of Subsequent Phases. The Developer may make non-material changes in the legal description of any phase, in accordance with and pursuant to Section 71 8.403 of the Florida Condominium Act.

23.9 Deadline for Submission of Subsequent Phases. All subsequent phases shall be submitted, if at all, not later than seven (7) years after the date of recordation of this Declaration of Condominium in the Public Records of Collier County, Florida.

23.10 Time Share Estates. No time share estates may be created with respect to any units in any phase of this Condominium.

23.11 Developer's Election To Add Subsequent Phases: Recordation of Amendment. Any and all land and improvements proposed to be included in Phases Two through Five, inclusive, all as described in this Declaration, shall not become a part of the Condominium unless submitted to said Condominium by means of a recorded amendment to this Declaration. The decision to submit said subsequent phases or any of said phases, shall be made solely by the Developer, except that Phases Two through Five, inclusive may be submitted immediately by the Developer if required by any regulating authorities in Collier County, Florida. The land comprising Phases Two through Five inclusive or any of said phases, if not submitted to the Condominium, may be used by the Developer for any lawful purpose, including the creation of other separate condominiums or any other type of residential housing, if such development is approved by the appropriate governing authorities.

23.12 Impact of Submission of Subsequent Phases. Development and construction of the subsequent phases will have the following impact on the initial phase:

a. Reduction in the applicable fractional share of ownership in the Common Elements and Common Surplus.

b. Dilution of individual voting power by virtue of an increase in the total number of Voting Interests.

c. Increase in the size of the Condominium and increase in the total number of Units in the Condominium.

d. Possible increase in the aggregate expenses attributable to the maintenance, operation and management of the Condominium.

23.13 Share of Ownership and expenses Upon Submission of Subsequent Phases. Section 6.1 of this Declaration reflects each Unit's fractional ownership share of the Common Elements and Common Surplus and the manner of sharing Common Expenses, if only Phase One is submitted. When and if the subsequent phases are developed, and as additional lands and Units are submitted to the Condominium, the formula which shall be used to reallocate each Unit's fractional share of ownership in the Common Elements and Common Surplus and the manner of sharing Common Expense as subsequent phases are submitted, is determined by utilizing the fraction described in Section 6.1 of this Declaration.

23.14 Membership, Vote and Ownership in the Association. There is attributable to each Unit in the Condominium, one (1) membership in the Association and one (1) vote in membership matters. Therefore, the total number of memberships in the Association and the total number of votes in membership matters is equal to the total number of Units in the Condominium. The ownership in the Association attributable to each Unit in each phase, as each phase is developed and submitted to the Condominium, can be computed by means of the formula described in Section 6.1 of this Declaration. The results, if the subsequent phases or any of them are not developed and submitted to the Condominium, can also be computed by means of said formula.

23.15 Access Easement. The property described as the Access Easement in Exhibit "A-2" ("Easement Area") is intended to provide access to the various phases of the Condominium. At such time as all of phases one through five of the Condominium have been submitted to the Condominium, the entire Easement Area will be part of the Condominium Property and the easement shall terminate. Until all of phases one through five have been submitted to the Condominium, the Owner(s) in each phase and their contractors, tenants and invitees shall have an easement for ingress and egress over and across the entire Easement Tract. Notwithstanding anything in this Declaration to the contrary, the easement granted and reserved by this section shall not be terminated prior to the submission of all phases to the Condominium without the written consent of all owners in all phases. This easement is intended to benefit all of the land described in Exhibit "A" and "A-1", runs with the land and is binding on Developer and all owners and their successors and assigns.

## 24. SURFACE WATER MANAGEMENT SYSTEM.

The Surface Water Management System is dedicated to the Association and shall constitute Association Property and/or Common Elements.

24.1 Maintenance. The Association shall be responsible for operating and maintaining the Surface Water Management System in compliance with all approvals, codes, permits, and regulations of the South Florida Water Management District and any other applicable governmental authorities. The expenses for operation and maintenance of such system shall be a Common Expense and the funds for payment of such expenses shall be collected as an Assessment.

24.2 Modifications to System or Declaration. No modifications shall be made to the Surface Water Management System which changes the flow of drainage of surface water nor shall any amendment be made to this Declaration which would affect the Surface Water Management System or the responsibility of the Association to maintain and operate such system, without the approval of the South Florida Water Management District and any other applicable governmental agencies. No Unit shall be increased in size by filling in any water management, lake or preserve area on which it abuts. Unit Owners shall not fill, dike, rip-rap, block, divert or change the established water management or preserve areas without the prior written consent of the South Florida Water Management District.

24.3 Enforcement. The South Florida Water Management District, the Association and each Unit Owner or property owner in the Initial Phase and Additional Phases shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance and operation of the Surface Water Management System against the responsible entity.

24.4 Easement. Developer hereby grants to the Association a non-exclusive easement for drainage and flow of surface water over and across any portion of the Surface Water Management System which is not included within the Condominium Property and hereby reserves in favor of Developer, its successors and/or assigns, a nonexclusive easement for drainage and flow of surface water over and across any portion of the Surface Water Management System which is included within the Condominium Property. Both the Initial Phase and the Additional Phases shall be burdened with these easements for drainage and flow of surface water in a manner consistent with the approved Surface Water Management System. These easements may not be terminated without the written consent of the Association and the Developer.

24.5 Ingress/Egress. The Association shall have the power to grant ingress/egress easements to the South Florida Water Management District or any governmental agency for maintenance and landscape purposes.

24.6 Wetland Mitigation. Any wetland mitigation monitoring required by the South Florida Water Management District shall be the responsibility of the Association. The Association shall be obligated to complete any such task successfully including meeting all conditions associated with mitigation, maintenance and monitoring.

24.7 Amendment. Notwithstanding any other terms of this Declaration, no amendment shall be made to this Declaration which affects the Surface Water Management System, including the rights and obligations of the Association with respect to such system without the approval of the South Florida Water Management District.

## 25. MISCELLANEOUS

25.1 Severability. The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any recorded exhibit to this Declaration, shall not effect the remaining portions.

25.2 Applicable Statutes. The validity, application and construction of this Declaration and its recorded exhibits shall be governed by the Laws of Florida, particularly the Florida Condominium Act, as it exists on the date hereof.

25.3 Conflicts. If there is a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. If there is a conflict between this Declaration and the Association's Articles of Incorporation or Bylaws, the Declaration shall control.

25.4 Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

25.5 Exhibits. There is hereby incorporated within this Declaration any materials contained in the exhibits hereto which, under the Condominium Act, are required to be part of the Declaration.

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

25.7 Headings. The headings used in the condominium documents are for reference purposes only, and do not constitute substantive matter to be considered in construing the terms and provisions of these documents.

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

Signed, sealed and delivered in our presence as witnesses:

B.P. Devco, L.L.C.
a Florida limited liability company

(Seal)

By: _____
Steven J. Mullersman, Manager

_____
(Print Name: _____)

_____
(Print Name: _____)

STATE OF FLORIDA )
) ss
COUNTY OF COLLIER )

The foregoing instrument was acknowledged before me this _____ day of _____ 2002, by STEVEN J. MULLERSMAN, as Manager of B.P. Devco, L.L.C., a Florida limited liability company, on behalf of said limited liability company, who is personally known to me, or produced _____ as identification.

(SEAL)

_____
Notary Public, State of Florida
Commission Expires: _____
Commission No.: _____

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## JOINDER OF MORTGAGEE

The undersigned, FIFTH THIRD BANK, FLORIDA being the owner and holder of a Mortgage and Security Agreement from B.P. Devco, L.L.C., a Florida limited liability company, dated March 29, 2002 and recorded April 5, 2002, in Official Records Book 3013, Page 2115 *et seq.*, of the Public Records of Collier County, Florida; and Assignment of Leases and Rentals, dated March 29, 2002, and recorded April 5, 2002, in Official Records Book 3013, Page 2127 *et seq.*, Public Records of Collier County, Florida, does hereby consent to the recording of the foregoing Declaration of Condominium of Bermuda Royale, a Condominium, in the Public Records of Collier County, Florida.

Signed, sealed and delivered
in our presence as witnesses:

_____
(Print Name: _____)

_____
(Print Name: _____)

Fifth Third Bank, Florida

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA )
) ss.
COUNTY OF _____ )

The foregoing instrument was acknowledged before me this _____ day of _____, 2002, by _____, as Vice President of Fifth Third Bank, Florida, on behalf of said bank, who is personally known to me, or produced _____ as identification.

(SEAL)

_____
Notary Public, State of Florida
Commission Expires: _____

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**EXHIBIT A**

**LEGAL DESCRIPTIONS**

# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE

## PROPERTY DESCRIPTION PHASE I

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE RUN SOUTH 89°17'14" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 100.05 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF A 100 FOOT WIDE COUNTY CANAL AS RECORDED IN OFFICIAL RECORDS BOOK 155 AT PAGE 316 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN NORTH 01°09'42" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 451.38 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 01°09'42" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 628.59 FEET; THENCE RUN NORTH 88°36'07" EAST FOR A DISTANCE OF 143.10 FEET; THENCE RUN NORTH 81°44'29" EAST FOR A DISTANCE OF 60.87 FEET; THENCE RUN SOUTH 00°33'29" WEST FOR A DISTANCE OF 16.90 FEET; THENCE RUN SOUTH 89°26'31" EAST FOR A DISTANCE OF 20.00 FEET; THENCE RUN SOUTH 00°33'29" WEST FOR A DISTANCE OF 131.06 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTHEAST, WHOSE RADIUS POINT BEARS SOUTH 30°49'04" EAST, A DISTANCE OF 214.95 FEET THEREFROM; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 214.95 FEET, THROUGH A CENTRAL ANGLE OF 60°20'40", SUBTENDED BY A CHORD OF 216.07 FEET AT A BEARING OF SOUTH 29°00'36" WEST, FOR AN ARC LENGTH OF 226.39 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 01°09'42" EAST FOR A DISTANCE OF 301.42 FEET; THENCE RUN SOUTH 88°50'18" WEST FOR A DISTANCE OF 110.46 FEET; TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, CONTAINING 2.089 ACRES, MORE OR LESS.

1. BEARINGS SHOWN HEREON REFER TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA AS BEING S 89°17'14" E.
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND OR RESTRICTIONS OF RECORD.
3. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

8-22-02

SIGNED

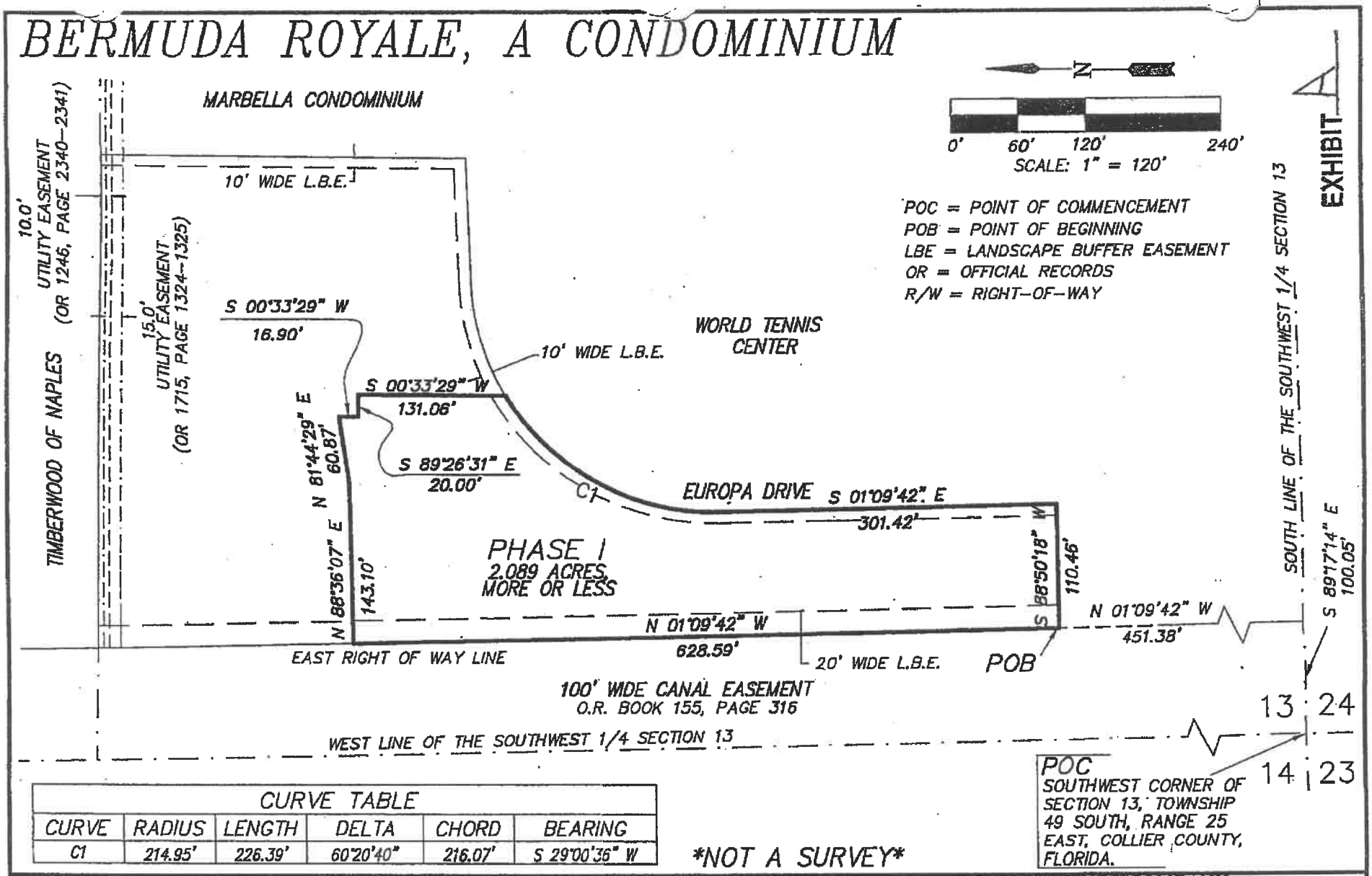
Eric V. Sandoval P.S.M. #5223

ERIC V. SANDOVAL STATE OF FLORIDA

EXHIBIT A

| | | |
|---|---|---|
| DRAWN: KJC | Q. GRADY MINOR AND ASSOCIATES, P.A. | PHASE I LEGAL DESCRIPTION |
| APPROVED BY: EVS | CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS<br>3800 VIA DEL REY<br>BONITA SPRINGS, FLORIDA 34134 | BERMUDA ROYALE, A CONDOMINIUM<br>AT THE WORLD TENNIS CENTER<br>SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST<br>COLLIER COUNTY, FLORIDA |
| JOB CODE: WTC | PHONE : (239) 947-1144 FAX : (239) 947-0375<br>CERTIFICATE OF AUTHORIZATION NUMBER LB 5151 | DATE: AUGUST, 2002 |
| SCALE: N/A | | DRAWING # B-2474-1 |

# BERMUDA ROYALE, A CONDOMINIUM




| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | LENGTH | DELTA | CHORD | BEARING |
| C1 | 214.95' | 226.39' | 60°20'40" | 216.07' | S 29°00'36" W |

*NOT A SURVEY*

DRAWN BY: JWS
APPROVED BY: EVS
JOB CODE: WTC
SCALE: 1" = 120'


Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PHONE : (239) 947-1144 FAX : (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151


SKETCH TO ACCOMPANY LEGAL DESCRIPTION-PHASE I

**BERMUDA ROYALE, A CONDOMINIUM**
**AT THE WORLD TENNIS CENTER**
SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST
COLLIER COUNTY, FLORIDA

DATE: AUGUST, 2002

DRAWING # B-2474-1

# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE

## PROPERTY DESCRIPTION PHASE II

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE RUN SOUTH 89°17'14" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 100.05 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF A 100 FOOT WIDE COUNTY CANAL AS RECORDED IN OFFICIAL RECORDS BOOK 155 AT PAGE 316 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN NORTH 01°09'42" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1,079.97 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 01°09'42" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 226.47 FEET; THENCE RUN SOUTH 89°26'31" EAST FOR A DISTANCE OF 229.96 FEET; THENCE RUN SOUTH 00°33'29" WEST FOR A DISTANCE OF 189.05 FEET; THENCE RUN NORTH 89°26'31" WEST FOR A DISTANCE OF 20.00 FEET; THENCE RUN SOUTH 00°33'29" WEST FOR A DISTANCE OF 23.10 FEET; THENCE RUN SOUTH 81°44'29" WEST FOR A DISTANCE OF 60.87 FEET; THENCE RUN SOUTH 88°36'07" WEST FOR A DISTANCE OF 143.10 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, CONTAINING 1.139 ACRES, MORE OR LESS.

1. BEARINGS SHOWN HEREON REFER TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA AS BEING S 89°17'14" E.
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND OR RESTRICTIONS OF RECORD.
3. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

8-22-02

SIGNED

Eric V. Sandoval, P.S.M. #5223

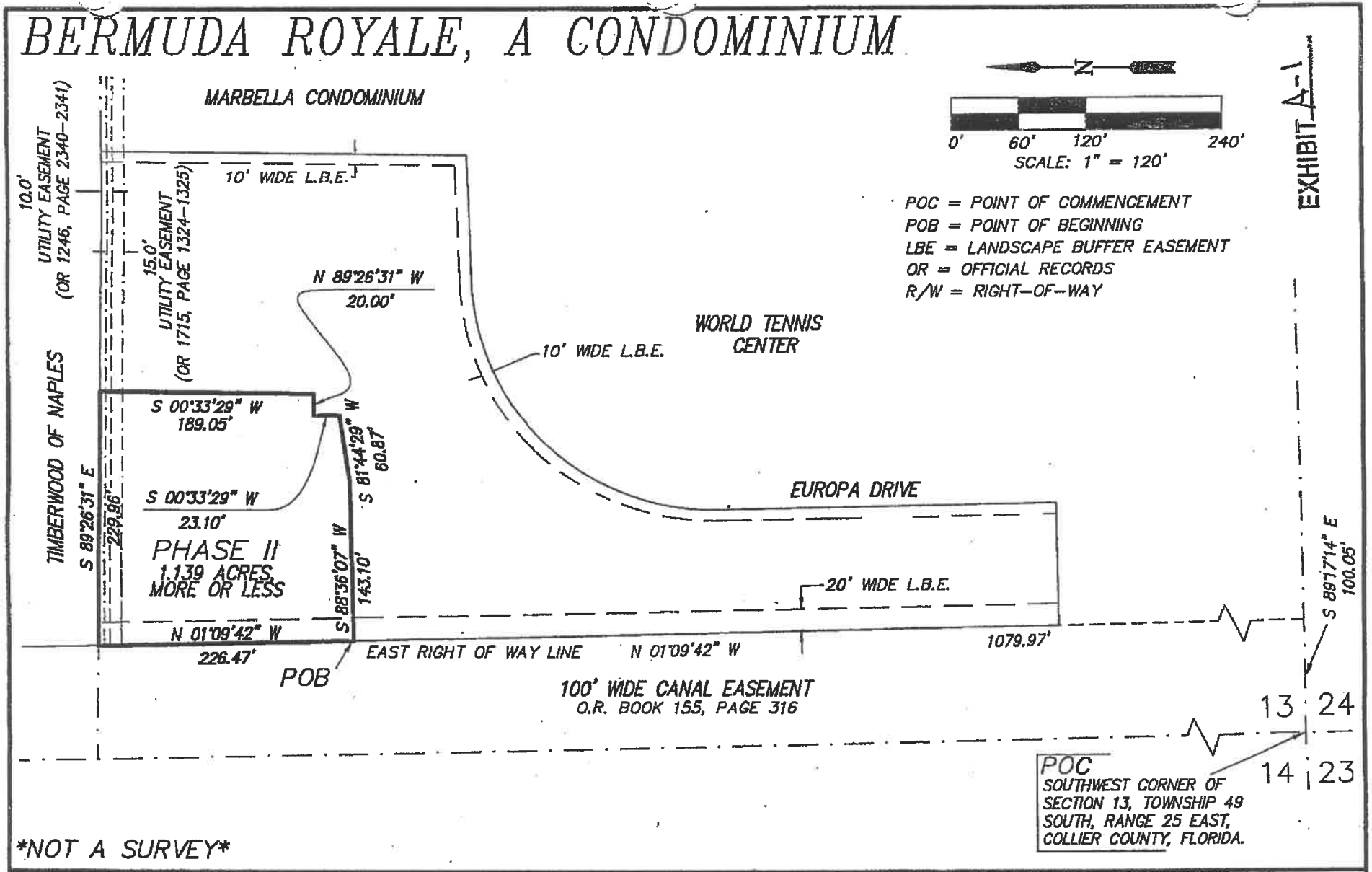
ERIC V. SANDOVAL — STATE OF FLORIDA

EXHIBIT A-1

*NOT A SURVEY*

| | | |
|---|---|---|
| DRAWN: KJC | Q. GRADY MINOR AND ASSOCIATES, P.A. | PHASE II LEGAL DESCRIPTION |
| APPROVED BY: EVS | CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS<br>3800 VIA DEL REY<br>BONITA SPRINGS, FLORIDA 34134 | BERMUDA ROYALE, A CONDOMINIUM<br>AT THE WORLD TENNIS CENTER<br>SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST<br>COLLIER COUNTY, FLORIDA |
| JOB CODE: WTC | PHONE : (239) 947-1144 FAX : (239) 947-0376<br>CERTIFICATE OF AUTHORIZATION NUMBER LB 5151 | DATE: AUGEST, 2002 — DRAWING # B-2474-2 |
| SCALE: N/A | | |

# BERMUDA ROYALE, A CONDOMINIUM




*NOT A SURVEY*

| | |
|---|---|
| DRAWN BY: KJG | |
| APPROVED BY: EVS | |
| JOB CODE: WTC | |
| SCALE: 1" = 120' | |


Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PHONE : (239) 947-1144 FAX : (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151


SKETCH TO ACCOMPANY
LEGAL DESCRIPTION-PHASE II

**BERMUDA ROYALE, A CONDOMINIUM**
**AT THE WORLD TENNIS CENTER**
SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST
COLLIER COUNTY, FLORIDA

| DATE: AUGUST, 2002 | DRAWING # B-2474-2 |
|---|---|

CONDOMINIUM BOOK PAGE

# BERMUDA ROYALE, A CONDOMINIUM

## PROPERTY DESCRIPTION PHASE III

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE RUN SOUTH 89°17'14" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 100.05 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF A 100 FOOT WIDE COUNTY CANAL AS RECORDED IN OFFICIAL RECORDS BOOK 155 AT PAGE 316 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN NORTH 01°09'42" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 451.38 FEET; THENCE RUN NORTH 88°50'18" EAST FOR A DISTANCE OF 110.46 FEET; THENCE RUN NORTH 01°09'42" WEST FOR A DISTANCE OF 301.42 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTHEAST, WHOSE RADIUS POINT BEARS NORTH 88°50'16" EAST, A DISTANCE OF 214.95 FEET THEREFROM; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 214.95 FEET, THROUGH A CENTRAL ANGLE OF 60°20'40", SUBTENDED BY A CHORD OF 216.07 FEET AT A BEARING OF NORTH 29°00'36" EAST, FOR AN ARC LENGTH OF 226.39 FEET TO THE END OF SAID CURVE AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN NORTH 00°33'29" EAST FOR A DISTANCE OF 131.06 FEET; THENCE RUN SOUTH 89°26'31" EAST FOR A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 00°33'29" EAST FOR A DISTANCE OF 33.44 FEET; THENCE RUN NORTH 56°39'43" EAST FOR A DISTANCE OF 50.41 FEET; THENCE RUN SOUTH 89°26'31" EAST FOR A DISTANCE OF 112.66 FEET; THENCE RUN SOUTH 00°33'29" WEST FOR A DISTANCE OF 30.50 FEET; THENCE RUN SOUTH 89°26'31" EAST FOR A DISTANCE OF 40.67 FEET; THENCE RUN SOUTH 00°33'29" WEST FOR A DISTANCE OF 125.85 FEET; THENCE RUN SOUTH 88°00'00" WEST FOR A DISTANCE OF 112.96 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTH, WHOSE RADIUS POINT BEARS SOUTH 02°00'02" EAST, A DISTANCE OF 214.95 FEET THEREFROM; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 214.95 FEET, THROUGH A CENTRAL ANGLE OF 28°49'02", SUBTENDED BY A CHORD OF 106.97 FEET AT A BEARING OF SOUTH 73°35'27" WEST, FOR AN ARC LENGTH OF 108.11 FEET TO THE END OF SAID CURVE AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, CONTAINING 0.746 ACRES, MORE OR LESS.

1. BEARINGS SHOWN HEREON REFER TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA AS BEING S 89°17'14" E.

2. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND OR RESTRICTIONS OF RECORD.

3. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

8-22-02

SIGNED

Eric V. Sandoval ,P.S.M. #5223

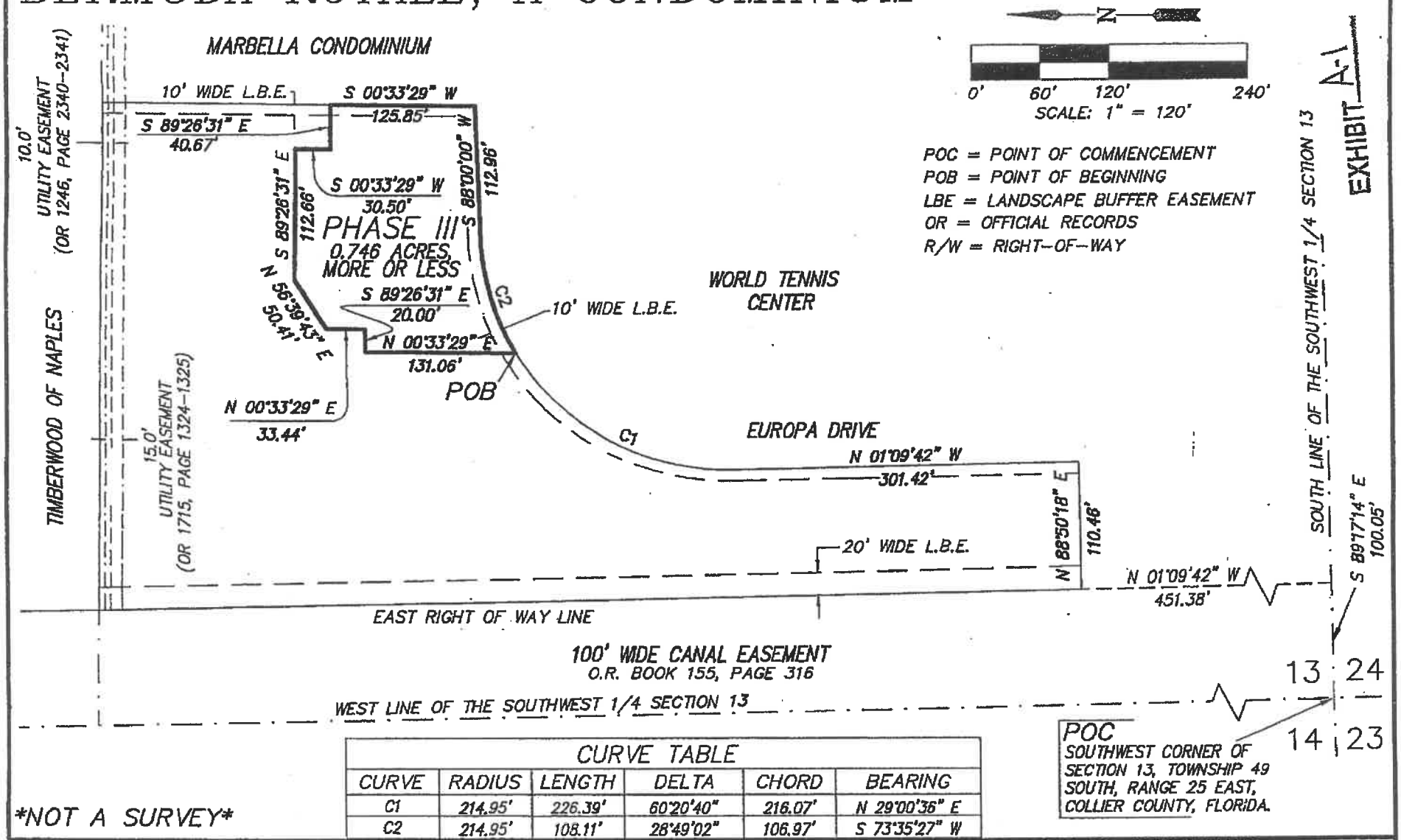
ERIC V. SANDOVAL STATE OF FLORIDA

EXHIBIT A-1

*NOT A SURVEY*

| | | |
|---|---|---|
| DRAWN: KJC | Q. GRADY MINOR AND ASSOCIATES, P.A. | PHASE III LEGAL DESCRIPTION |
| APPROVED BY: EVS | CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS<br>3800 VIA DEL REY<br>BONITA SPRINGS, FLORIDA 34134 | BERMUDA ROYALE, A CONDOMINIUM<br>AT THE WORLD TENNIS CENTER<br>SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST<br>COLLIER COUNTY, FLORIDA |
| JOB CODE: WTC | PHONE : (239) 947-1144 FAX : (239) 947-0375<br>CERTIFICATE OF AUTHORIZATION NUMBER LB 5151 | DATE: AUGEST, 2002 |
| SCALE: N/A | | DRAWING # B-2474-3 |

# BERMUDA ROYALE, A CONDOMINIUM




| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | LENGTH | DELTA | CHORD | BEARING |
| C1 | 214.95' | 226.39' | 60°20'40" | 216.07' | N 29°00'36" E |
| C2 | 214.95' | 108.11' | 28°49'02" | 106.97' | S 73°35'27" W |

POC
SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA.

*NOT A SURVEY*

DRAWN BY: KJG
APPROVED BY: EVS
JOB CODE: WTC
SCALE: 1" = 120'


Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PHONE : (239) 947-1144 FAX : (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151


SKETCH TO ACCOMPANY
LEGAL DESCRIPTION-PHASE III

**BERMUDA ROYALE, A CONDOMINIUM**
**AT THE WORLD TENNIS CENTER**
SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST
COLLIER COUNTY, FLORIDA

DATE: AUGUST, 2002

DRAWING # B-2474-3

# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE

## PROPERTY DESCRIPTION PHASE IV

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE RUN SOUTH 89°17'14" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 100.05 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF A 100 FOOT WIDE COUNTY CANAL AS RECORDED IN OFFICIAL RECORDS BOOK 155 AT PAGE 316 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN NORTH 01°09'42" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1,306.44 FEET; THENCE RUN SOUTH 89°26'31" EAST FOR A DISTANCE OF 229.96 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE SOUTH 89°26'31" EAST , FOR A DISTANCE OF 215.17 FEET; THENCE RUN SOUTH 00°33'29" WEST FOR A DISTANCE OF 198.00 FEET; THENCE RUN NORTH 89°26'31" WEST FOR A DISTANCE OF 40.67 FEET; THENCE RUN NORTH 00°33'29" EAST FOR A DISTANCE OF 30.50 FEET; THENCE RUN NORTH 89°26'31" WEST FOR A DISTANCE OF 112.66 FEET; THENCE RUN SOUTH 56°39'43" WEST FOR A DISTANCE OF 50.41 FEET; THENCE RUN NORTH 00°33'29" EAST FOR A DISTANCE OF 6.56 FEET; THENCE RUN NORTH 89°26'31" WEST FOR A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 00°33'29" EAST FOR A DISTANCE OF 189.05 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, CONTAINING 0.879 ACRES, MORE OR LESS.

1. BEARINGS SHOWN HEREON REFER TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA AS BEING S 89°17'14" E.
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND OR RESTRICTIONS OF RECORD.
3. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

8-22-02

SIGNED

Eric V. Sandoval

ERIC V. SANDOVAL, P.S.M. #5223

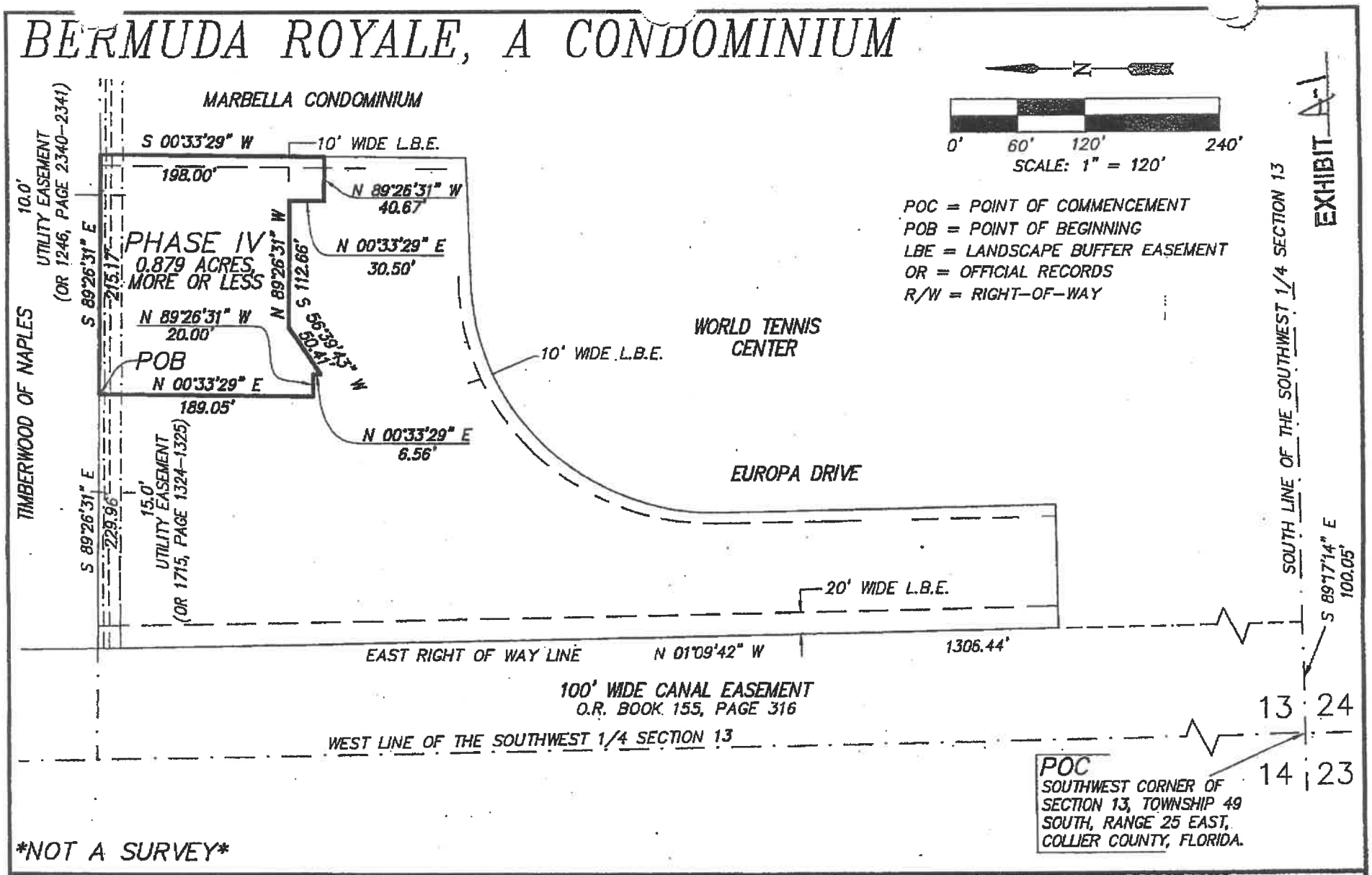
STATE OF FLORIDA

EXHIBIT A-1

*NOT A SURVEY*

| | | |
|---|---|---|
| DRAWN: KJC | Q. GRADY MINOR AND ASSOCIATES, P.A. | PHASE IV LEGAL DESCRIPTION |
| APPROVED BY: EVS | CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS<br>3800 VIA DEL REY<br>BONITA SPRINGS, FLORIDA 34134 | BERMUDA ROYALE, A CONDOMINIUM<br>AT THE WORLD TENNIS CENTER<br>SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST<br>COLLIER COUNTY, FLORIDA |
| JOB CODE: WTC | PHONE : (239) 947-1144 FAX : (239) 947-0376<br>CERTIFICATE OF AUTHORIZATION NUMBER LB 5151 | DATE: AUGEST, 2002 |
| SCALE: N/A | | DRAWING # B-2474-4 |

# BERMUDA ROYALE, A CONDOMINIUM




*NOT A SURVEY*

| | |
|---|---|
| DRAWN BY: KJG | |
| APPROVED BY: EVS | |
| JOB CODE: WTC | |
| SCALE: 1" = 120' | |


Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PHONE : (239) 947-1144 FAX : (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151


SKETCH TO ACCOMPANY
LEGAL DESCRIPTION-PHASE IV

**BERMUDA ROYALE, A CONDOMINIUM**
**AT THE WORLD TENNIS CENTER**
SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST
COLLIER COUNTY, FLORIDA

| | |
|---|---|
| DATE: AUGUST, 2002 | DRAWING # B-2474-4 |

# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE

## PROPERTY DESCRIPTION PHASE V

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE RUN SOUTH 89°17'14" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 100.05 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF A 100 FOOT WIDE COUNTY CANAL AS RECORDED IN OFFICIAL RECORDS BOOK 155 AT PAGE 316 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN NORTH 01°09'42" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1,071.19 FEET; THENCE RUN NORTH 88°50'18" EAST FOR A DISTANCE OF 203.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN NORTH 00°33'29" EAST FOR A DISTANCE OF 40.00 FEET; THENCE RUN SOUTH 89°26'31" EAST FOR A DISTANCE OF 40.00 FEET; THENCE RUN SOUTH 00°33'29" WEST FOR A DISTANCE OF 40.00 FEET; THENCE RUN NORTH 89°26'31" WEST FOR A DISTANCE OF 40.00 FEET; TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, CONTAINING 0.037 ACRES, MORE OR LESS.

1. BEARINGS SHOWN HEREON REFER TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA AS BEING S 89°17'14" E.
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND OR RESTRICTIONS OF RECORD.
3. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

8-22-02

SIGNED

Eric V. Sandoval ,P.S.M. #5223

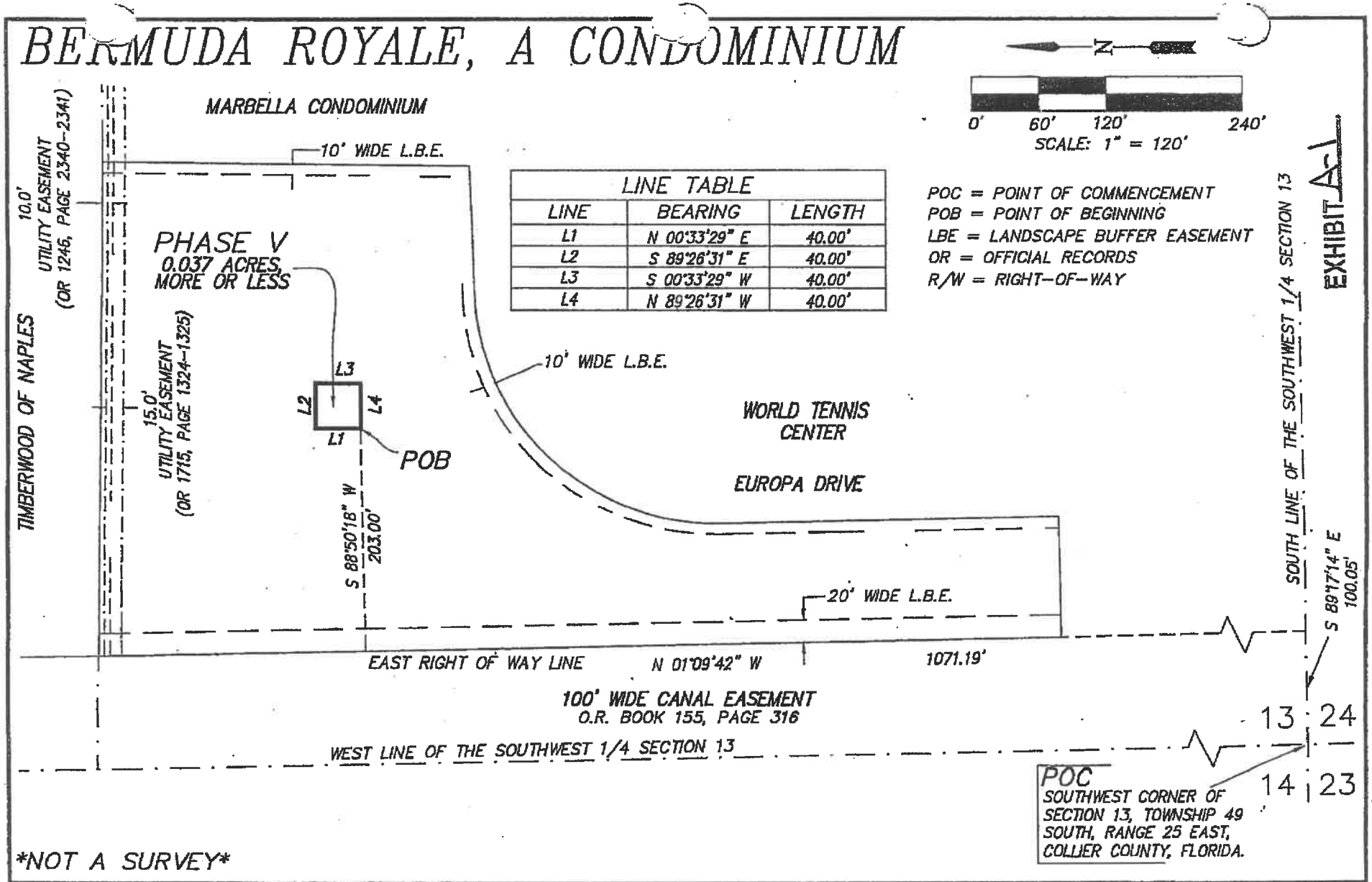
ERIC V. SANDOVAL STATE OF FLORIDA

EXHIBIT A-1

*NOT A SURVEY*

| | | |
|---|---|---|
| DRAWN: EJC | Q. GRADY MINOR AND ASSOCIATES, P.A. | PHASE V LEGAL DESCRIPTION |
| APPROVED BY: EVS | CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS<br>3800 VIA DEL REY<br>BONITA SPRINGS, FLORIDA 34134 | BERMUDA ROYALE, A CONDOMINIUM<br>AT THE WORLD TENNIS CENTER<br>SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST<br>COLLIER COUNTY, FLORIDA |
| JOB CODE: WTC | PHONE : (239) 947-1144 FAX : (239) 947-0375<br>CERTIFICATE OF AUTHORIZATION NUMBER LB 5161 | DATE: AUGEST, 2002 / DRAWING # B-2474-5 |
| SCALE: N/A | | |

# BERMUDA ROYALE, A CONDOMINIUM




N

0' 60' 120' 240'

SCALE: 1" = 120'

EXHIBIT A-1

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | N 00°33'29" E | 40.00' |
| L2 | S 89°26'31" E | 40.00' |
| L3 | S 00°33'29" W | 40.00' |
| L4 | N 89°26'31" W | 40.00' |

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
LBE = LANDSCAPE BUFFER EASEMENT
OR = OFFICIAL RECORDS
R/W = RIGHT-OF-WAY

*NOT A SURVEY*

| | |
|---|---|
| DRAWN BY: KJG | |
| APPROVED BY: EVS | |
| JOB CODE: WTC | |
| SCALE: 1" = 120' | |


Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PHONE : (239) 947-1144 FAX : (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151


SKETCH TO ACCOMPANY
LEGAL DESCRIPTION-PHASE V

**BERMUDA ROYALE, A CONDOMINIUM**
**AT THE WORLD TENNIS CENTER**
SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST
COLLIER COUNTY, FLORIDA

DATE: AUGUST, 2002

DRAWING # B-2474-5

# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE

## PROPERTY DESCRIPTION
## ACCESS EASEMENT 1

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE RUN SOUTH 89°17'14" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 100.05 FEET TO A POINT ON THE EASTERLY LINE OF A 100 FOOT WIDE CANAL EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 155 AT PAGE 316 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN NORTH 01°09'42" WEST ALONG SAID EASTERLY LINE FOR A DISTANCE OF 1,287.86 FEET; THENCE RUN NORTH 88°50'18" EAST FOR A DISTANCE OF 18.66 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN SOUTH 89°26'31" EAST FOR A DISTANCE OF 104.00 FEET; THENCE RUN SOUTH 00°33'29" WEST FOR A DISTANCE OF 24.00 FEET; THENCE RUN SOUTH 82°14'13" WEST FOR A DISTANCE OF 34.55 FEET; THENCE RUN SOUTH 10°11'58" WEST FOR A DISTANCE OF 66.64 FEET; THENCE RUN SOUTH 79°48'02" EAST FOR A DISTANCE OF 15.12 FEET; THENCE RUN SOUTH 10°11'58" WEST FOR A DISTANCE OF 33.00 FEET; THENCE RUN NORTH 79°48'02" WEST FOR A DISTANCE OF 20.00 FEET; THENCE RUN SOUTH 10°11'58" WEST FOR A DISTANCE OF 98.00 FEET; THENCE RUN SOUTH 12°59'43" EAST FOR A DISTANCE OF 64.20 FEET; THENCE RUN NORTH 77°00'17" EAST FOR A DISTANCE OF 20.00 FEET; THENCE RUN SOUTH 12°59'43" EAST FOR A DISTANCE OF 33.00 FEET; THENCE RUN SOUTH 77°00'17" WEST FOR A DISTANCE OF 19.10 FEET; THENCE RUN SOUTH 01°09'42" EAST FOR A DISTANCE OF 78.58 FEET; THENCE RUN SOUTH 35°20'29" EAST FOR A DISTANCE OF 21.36 FEET; THENCE RUN SOUTH 01°09'42" EAST FOR A DISTANCE OF 58.97 FEET; THENCE RUN NORTH 88°50'18" EAST FOR A DISTANCE OF 42.63 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE EAST, WHOSE RADIUS POINT BEARS SOUTH 74°40'20" EAST, A DISTANCE OF 214.95 FEET THEREFROM; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 214.95 FEET; THROUGH A CENTRAL ANGLE OF 16°29'20", SUBTENDED BY A CHORD OF 61.65 FEET AT A BEARING OF SOUTH 07°05'00" WEST, FOR AN ARC LENGTH OF 61.86 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 01°09'13" EAST FOR A DISTANCE OF 25.00 FEET; THENCE RUN NORTH 49°19'00" WEST FOR A DISTANCE OF 67.89 FEET; THENCE RUN NORTH 26°10'15" WEST FOR A DISTANCE OF 53.63 FEET; THENCE RUN NORTH 46°09'42" WEST FOR A DISTANCE OF 24.34 FEET; THENCE RUN NORTH 01°09'42" WEST FOR A DISTANCE OF 238.36 FEET; THENCE RUN NORTH 10°11'58" EAST FOR A DISTANCE OF 81.77 FEET; THENCE RUN NORTH 79°48'02" WEST FOR A DISTANCE OF 18.00 FEET; THENCE RUN NORTH 10°11'58" EAST FOR A DISTANCE OF 86.00 FEET; THENCE RUN NORTH 44°22'44" WEST FOR A DISTANCE OF 25.50 FEET; THENCE RUN NORTH 00°33'29" EAST FOR A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; CONTAINING 0.597 ACRES, MORE OR LESS.

1. BEARINGS SHOWN HEREON REFER TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA AS BEING S 89°17'14" E.
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND OR RESTRICTIONS OF RECORD.
3. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

7-29-02

SIGNED

Eric V. Sandoval, P.S.M. #5223

ERIC V. SANDOVAL STATE OF FLORIDA

EXHIBIT A-2

* NOT A SURVEY *

| | | |
|---|---|---|
| DRAWN: KJC | Q. GRADY MINOR AND ASSOCIATES, P.A. | LEGAL DESCRIPTION – ACCESS EASEMENT 1 |
| APPROVED BY: EVS | CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS<br>3800 VIA DEL REY<br>BONITA SPRINGS, FLORIDA 34134 | BERMUDA ROYALE, A CONDOMINIUM<br>AT THE WORLD TENNIS CENTER<br>SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST<br>COLLIER COUNTY, FLORIDA |
| JOB CODE: WTC | | |
| SCALE: N/A | PHONE : (239) 947-1144 FAX : (239) 947-0376<br>CERTIFICATE OF AUTHORIZATION NUMBER LB 5151 | DATE: JULY, 2002 DRAWING # B-2474-AE1 |

# BERMUDA ROYALE, A CONDOMINIUM

LINE TABLE

| LINE | BEARING | LENGTH |
|---|---|---|
| L1 | N 88°50'18" E | 18.66' |
| L2 | S 89°26'31" E | 104.00' |
| L3 | S 00°33'29" W | 24.00' |
| L4 | S 82°14'13" W | 34.55' |
| L5 | S 10°11'58" W | 66.64' |
| L6 | S 79°48'02" E | 15.12' |
| L7 | S 10°11'58" W | 33.00' |
| L8 | N 79°48'02" W | 20.00' |
| L9 | S 10°11'58" W | 98.00' |
| L10 | S 12°59'43" E | 64.20' |
| L11 | N 77°00'17" E | 20.00' |
| L12 | S 12°59'43" E | 33.00' |
| L13 | S 77°00'17" W | 19.10' |
| L14 | S 01°09'42" E | 78.58' |

LINE TABLE

| LINE | BEARING | LENGTH |
|---|---|---|
| L15 | S 35°20'29" E | 21.36' |
| L16 | S 01°09'42" E | 58.97' |
| L17 | N 88°50'18" E | 42.63' |
| L18 | S 01°09'13" E | 25.00'. |
| L19 | N 49°19'00" W | 67.89' |
| L20 | N 26°10'15" W | 53.63' |
| L21 | N 46°09'42" W | 24.34' |
| L22 | N 01°09'42" W | 238.36' |
| L23 | N 10°11'58" E | 81.77' |
| L24 | N 79°48'02" W | 18.00' |
| L25 | N 10°11'58" E | 86.00' |
| L26 | N 44°22'44" W | 25.50' |
| L27 | N 00°33'29" E | 24.00' |

N

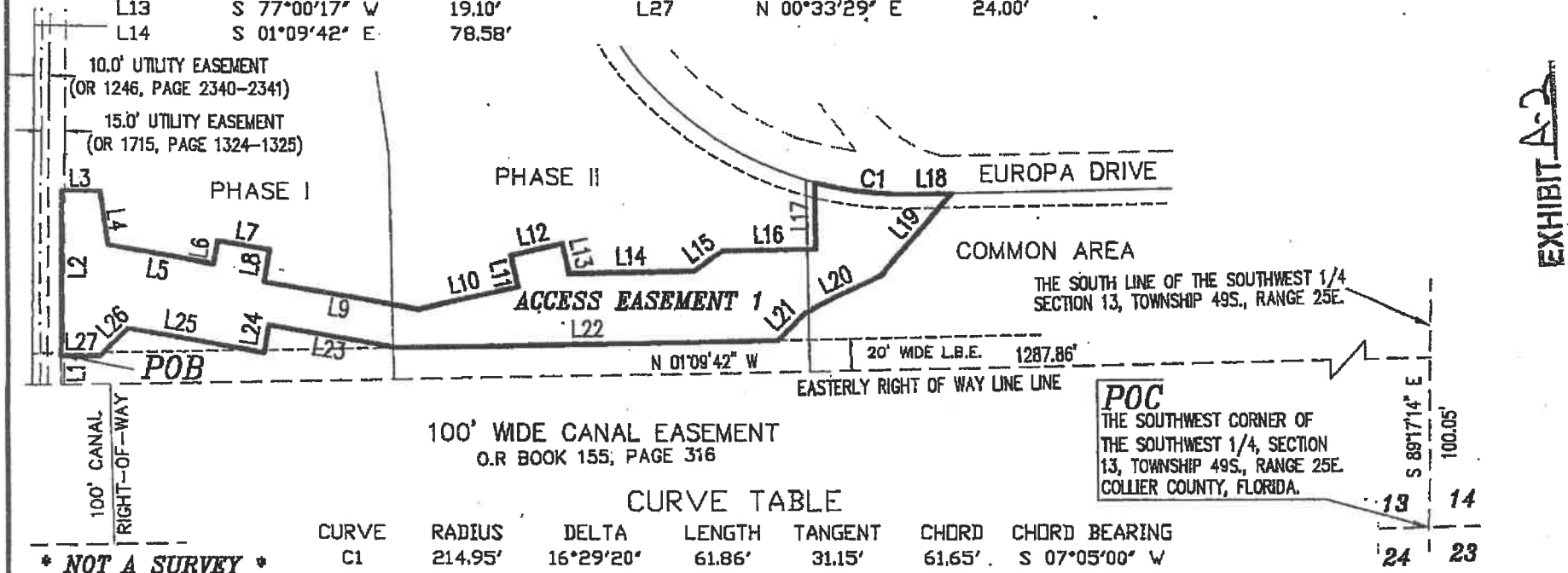
0' 50' 100' 200'

SCALE: 1" = 100

**GENRAL NOTES**

POC INDICATES POINT OF COMMENCEMENT
POB INDICATES POINT OF BEGINNING

EXHIBIT A-2




CURVE TABLE

| CURVE | RADIUS | DELTA | LENGTH | TANGENT | CHORD | CHORD BEARING |
|---|---|---|---|---|---|---|
| C1 | 214.95' | 16°29'20" | 61.86' | 31.15' | 61.65' | S 07°05'00" W |

* NOT A SURVEY *

| | |
|---|---|
| DRAWN BY: KJC | |
| APPROVED BY: EVS | |
| JOB CODE: WTC | |
| SCALE: 1" = 100' | |


Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS * LAND SURVEYORS * PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PHONE : (239) 947-1144 FAX : (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151


SKETCH TO ACCOMPANY
LEGAL DESCRIPTION - ACCESS EASEMENT 1
BERMUDA ROYALE, A CONDOMINIUM
AT THE WORLD TENNIS CENTER
SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST
COLLIER COUNTY, FLORIDA

DATE: JULY, 2002 | DRAWING # B-2474-AE1

# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE

## PROPERTY DESCRIPTION
## ACCESS EASEMENT 2

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE RUN SOUTH 89°17'14" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 100.05 FEET TO A POINT ON THE EASTERLY LINE OF A 100 FOOT WIDE CANAL EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 155 AT PAGE 316 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN NORTH 01°09'42" WEST ALONG SAID EASTERLY LINE FOR A DISTANCE OF 1,306.44 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN SOUTH 89°26'31" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 333.13 FEET; THENCE RUN SOUTH 00°33'29" WEST FOR A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED RUN SOUTH 89°26'31" EAST FOR A DISTANCE OF 104.00 FEET; THENCE RUN SOUTH 00°33'29" WEST FOR A DISTANCE OF 32.00 FEET; THENCE RUN SOUTH 11°02'26" WEST FOR A DISTANCE OF 45.76 FEET; THENCE RUN SOUTH 05°11'48" EAST FOR A DISTANCE OF 76.38 FEET; THENCE RUN SOUTH 00°33'29" WEST FOR A DISTANCE OF 121.22 FEET; THENCE RUN NORTH 89°26'31" WEST FOR A DISTANCE OF 18.00 FEET; THENCE RUN SOUTH 00°33'29" WEST FOR A DISTANCE OF 28.69 FEET; THENCE RUN SOUTH 45°24'04" EAST FOR A DISTANCE OF 19.44 FEET; THENCE RUN SOUTH 88°00'00" WEST FOR A DISTANCE OF 65.21 FEET; THENCE RUN NORTH 44°48'32" EAST FOR A DISTANCE OF 36.07 FEET; THENCE RUN NORTH 00°33'29" EAST FOR A DISTANCE OF 56.49 FEET; THENCE RUN NORTH 89°26'31" WEST FOR A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 00°33'29" EAST FOR A DISTANCE OF 21.00 FEET; THENCE RUN SOUTH 89°26'31" EAST FOR A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 00°33'29" EAST FOR A DISTANCE OF 49.00 FEET; THENCE RUN NORTH 05°11'48" WEST FOR A DISTANCE OF 64.32 FEET; THENCE RUN NORTH 89°26'31" WEST FOR A DISTANCE OF 20.73 FEET; THENCE RUN NORTH 00°33'29" EAST FOR A DISTANCE OF 21.00 FEET; THENCE RUN SOUTH 89°26'31" EAST FOR A DISTANCE OF 16.80 FEET; THENCE RUN NORTH 05°11'48" WEST FOR A DISTANCE OF 49.25 FEET; THENCE RUN NORTH 65°57'21" WEST FOR A DISTANCE OF 22.58 FEET; THENCE RUN NORTH 89°26'31" WEST FOR A DISTANCE OF 23.30 FEET; THENCE RUN NORTH 00°33'29" EAST FOR A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, CONTAINING 0.382 ACRES, MORE OR LESS.

1. BEARINGS SHOWN HEREON REFER TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA AS BEING S 89°17'14" E.
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND OR RESTRICTIONS OF RECORD.
3. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

7-29-02

SIGNED

Eric V. Sandoval ,P.S.M. #5223

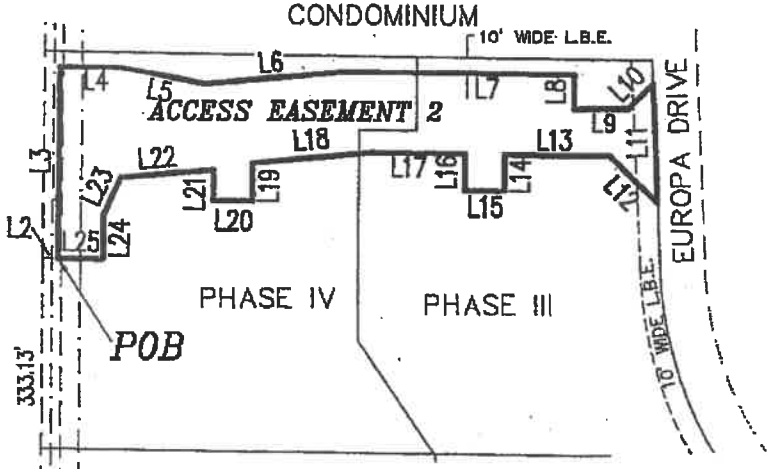
ERIC V. SANDOVAL STATE OF FLORIDA

EXHIBIT A-2

* NOT A SURVEY *

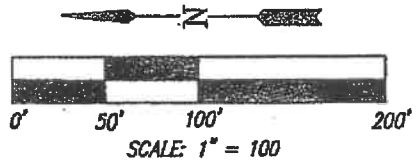
| | | |
|---|---|---|
| DRAWN: EJC | Q. GRADY MINOR AND ASSOCIATES, P.A. | LEGAL DESCRIPTION – ACCESS EASEMENT 2 |
| APPROVED BY: EVS | CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS | BERMUDA ROYALE, A CONDOMINIUM AT THE WORLD TENNIS CENTER |
| JOB CODE: WTC | 3800 VIA DEL REY BONITA SPRINGS, FLORIDA 34134 | SECTION 13, TOWNSHIP 49 SOUTH, RANGE 26 EAST COLLIER COUNTY, FLORIDA |
| SCALE: N/A | PHONE : (239) 947-1144 FAX : (239) 947-0376 CERTIFICATE OF AUTHORIZATION NUMBER LB 5151 | DATE: JULY, 2002 DRAWING # B-2474-AE2 |

# BERMUDA ROYALE, A CONDOMINIUM




LINE TABLE

| LINE | BEARING | LENGTH |
|---|---|---|
| L2 | S00°33'29"W | 8.00' |
| L3 | S89°26'31"E | 104.00' |
| L4 | S00°33'29"W | 32.00' |
| L5 | S11°02'26"W | 45.76' |
| L6 | S05°11'48"E | 76.38' |
| L7 | S00°33'29"W | 121.22' |
| L8 | N89°26'31"W | 18.00' |
| L9 | S00°33'29"W | 28.69' |
| L10 | S45°24'04"E | 19.44' |
| L11 | S88°00'00"W | 65.21' |
| L12 | N44°48'32"E | 36.07' |
| L13 | N00°33'29"E | 56.49' |
| L14 | N89°26'31"W | 20.00' |
| L15 | N00°33'29"E | 21.00' |
| L16 | S89°26'31"E | 20.00' |
| L17 | N00°33'29"E | 49.00' |
| L18 | N05°11'48"W | 64.32' |
| L19 | N89°26'31"W | 20.73' |
| L20 | N00°33'29"E | 21.00' |
| L21 | S89°26'31"E | 16.80' |
| L22 | N05°11'48"W | 49.25' |
| L23 | N65°57'21"W | 22.58' |
| L24 | N89°26'31"W | 23.30' |
| L25 | N00°33'29"E | 24.00' |




**GENRAL NOTES**

POC INDICATES POINT OF COMMENCEMENT
POB INDICATES POINT OF BEGINNING

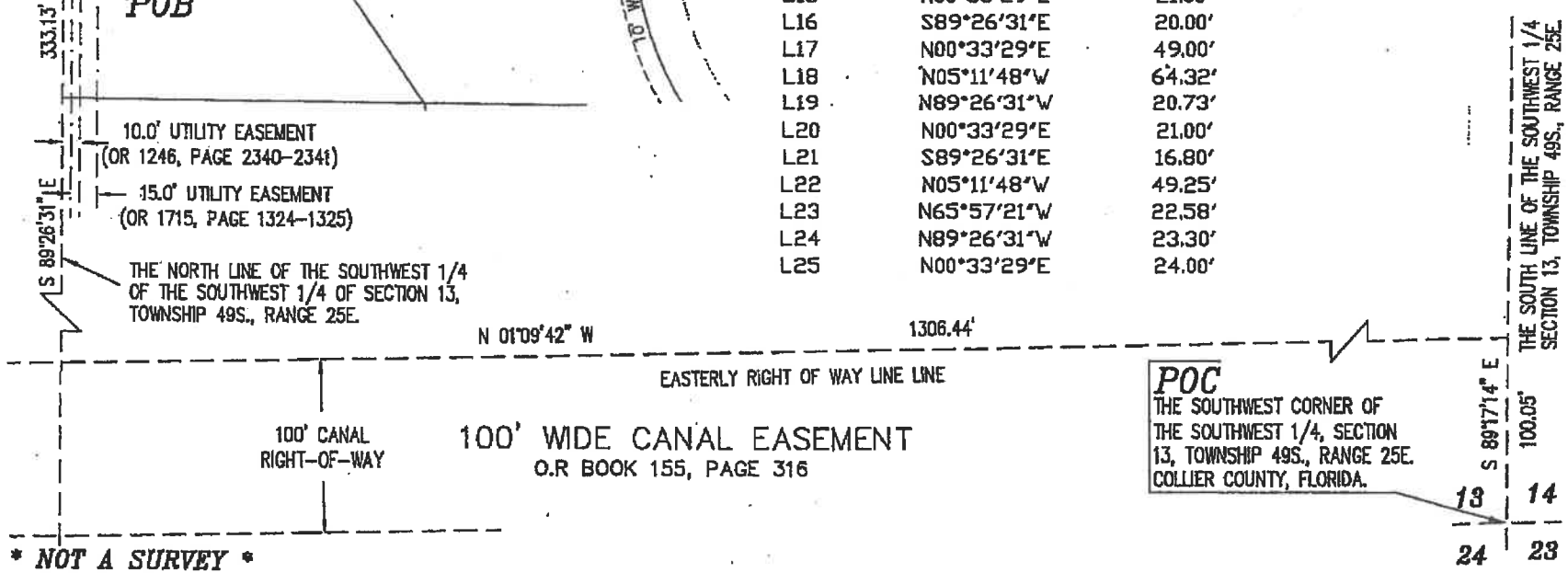



EXHIBIT A-2

* NOT A SURVEY *

| | |
|---|---|
| DRAWN BY: KJG | |
| APPROVED BY: EVS | |
| JOB CODE: WTC | |
| SCALE: 1"= 100' | |


Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134.
PHONE : (239) 947-1144 FAX : (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151


SKETCH TO ACCOMPANY
LEGAL DESCRIPTION - ACCESS EASEMENT 2
BERMUDA ROYALE, A CONDOMINIUM
AT THE WORLD TENNIS CENTER
SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST
COLLIER COUNTY, FLORIDA

DATE: JULY, 2002 | DRAWING # B-2474-AE1

**EXHIBIT B**

**SURVEY, PLOT PLAN, FLOOR PLANS**

# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE

## PROPERTY DESCRIPTION
## SURVEY

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA; THENCE S 89 DEGREES 17' 14" E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 13 FOR A DISTANCE OF 100.05 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF A 100.00 FOOT COUNTY CANAL FOR A DISTANCE OF 451.38 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N 88 DEGREES 50' 18" E FOR A DISTANCE OF 110.46 FEET; THENCE RUN N 01 DEGREES 09' 42" W FOR A DISTANCE OF 301.42 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 214.95 FEET, THROUGH A CENTRAL ANGLE OF 89 DEGREES 09' 42", SUBTENDED BY A CHORD OF 301.75 FEET AT THE BEARING OF N 43 DEGREES 25' 09" E FOR A DISTANCE OF 334.50 FEET TO THE END OF SAID CURVE; THENCE RUN N 88 DEGREES 00' 00" E FOR A DISTANCE OF 112.96 FEET; THENCE N 00 DEGREES 33' 29" E FOR A DISTANCE OF 323.85 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13; THENCE RUN N 89 DEGREES 26' 31" W ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13 FOR A DISTANCE OF 445.13 FEET TO THE POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE SAID 100 FOOT COUNTY CANAL; THENCE RUN S 01 DEGREES 09' 42" E ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID 100 FOOT COUNTY CANAL FOR A DISTANCE OF 855.06 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

| | | |
|---|---|---|
| SHEET 1 OF 6 | Q. GRADY MINOR AND ASSOCIATES, P.A. | CONDOMINIUM BOUNDARY SURVEY |
| DRAWN: JWS | CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS | BERMUDA ROYALE, A CONDOMINIUM AT THE WORLD TENNIS CENTER |
| APPROVED BY: EVS | 3800 VIA DEL REY | SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST |
| JOB CODE: WTC | BONITA SPRINGS, FLORIDA 34134 | COLLIER COUNTY, FLORIDA |
| SCALE: N/A | PHONE : (239) 947-1144 FAX : (239) 947-0375 | DATE: AUGUST, 2002 |
| | CERTIFICATE OF AUTHORIZATION NUMBER LB 5151 | DRAWING # B-2474 |

# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE

## NOTES

1. BEARINGS SHOWN HEREON REFER TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, AS BEING S 89°17'14" E.
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD.
3. IMPROVEMENTS OTHER THAN THOSE SHOWN WERE NOT LOCATED.
4. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
6. ENVIRONMENTAL CONCERNS, ENDANGERED WILDLIFE AND JURISDICTIONAL WETLANDS, IF ANY, HAVE NOT BEEN SHOWN ON THIS SURVEY.
7. THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE X, HAVING NO BASE FLOOD ELEVATION PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP # 120067 385 D, DATED JUNE 3, 1986.
8. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
9. THE FIELD SURVEY FOR THIS LOT WAS PERFORMED ON 2/19/02.
10. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.
11. THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS OR FREEDOM OF ENCUMBRANCES.
12. THE LEGAL DESCRIPTION FOR THIS SURVEY WAS FURNISHED BY THE CLIENT.

8-22-02

SIGNED

EXHIBIT B

Eric V. Sandoval

ERIC V. SANDOVAL, P.S.M. #5223
STATE OF FLORIDA

SHEET 2 OF 5
DRAWN: JWS
APPROVED BY: EVS
JOB CODE: WTC
SCALE: N/A

Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PHONE : (239) 947-1144 FAX : (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 5161

CONDOMINIUM BOUNDARY SURVEY

BERMUDA ROYALE, A CONDOMINIUM
AT THE WORLD TENNIS CENTER
SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST
COLLIER COUNTY, FLORIDA

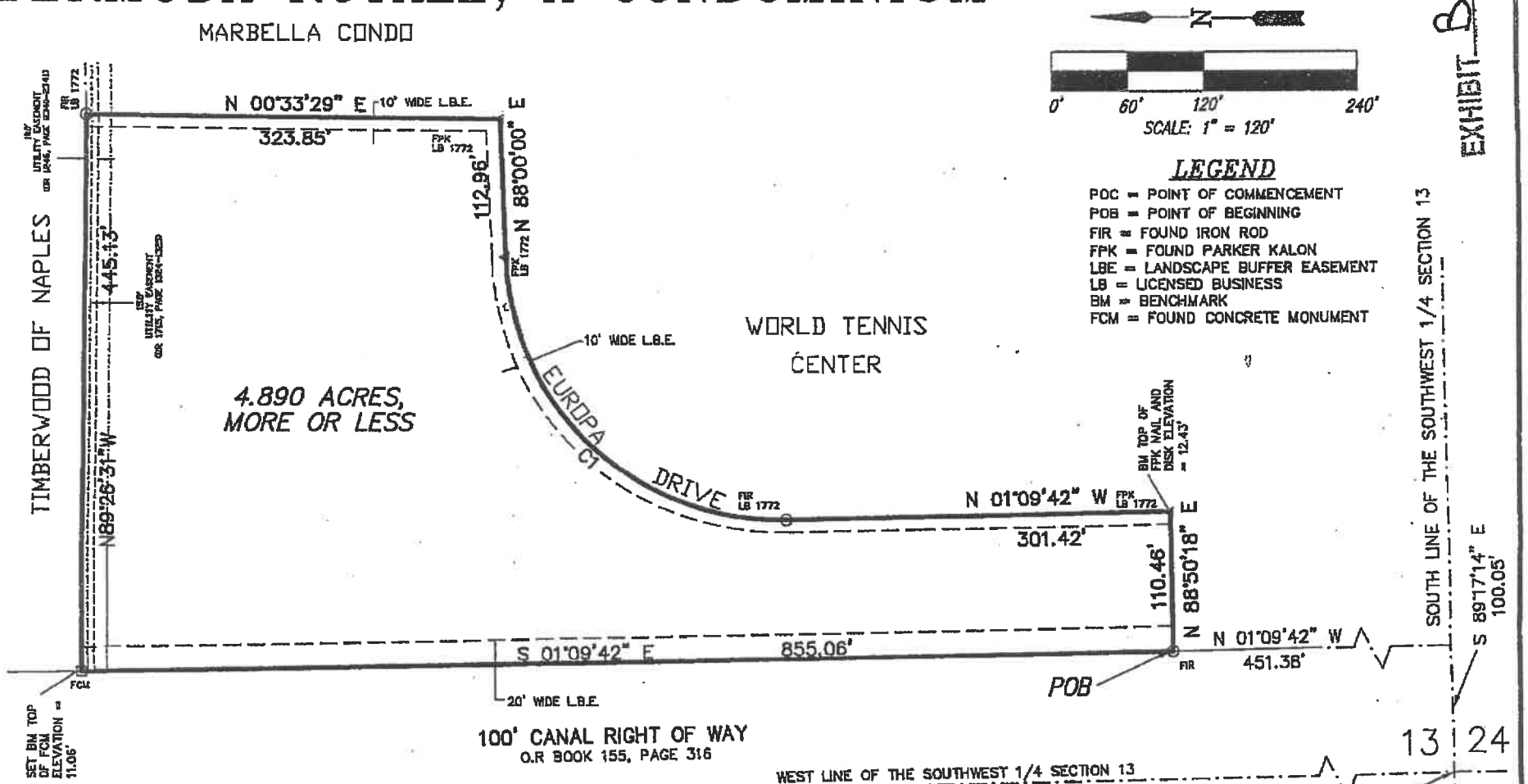
DATE: AUGUST, 2002

DRAWING # B-2474

# BERMUDA ROYALE, A CONDOMINIUM

MARBELLA CONDO

EXHIBIT B




## CURVE TABLE

| CURVE | RADIUS | DELTA | LENGTH | TANGENT | CHORD | CHORD BEARING |
|---|---|---|---|---|---|---|
| C1 | 214.95' | 89°09'42" | 334.50' | 211.82' | 301.75' | N43°25'09"E |

**POC**
SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA.



DRAWN BY: JWS
APPROVED BY: EVS
JOB CODE: WTC
SCALE: 1" = 120'

Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS * LAND SURVEYORS * PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PHONE : (239) 947-1144 FAX : (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 5161

CONDOMINIUM BOUNDARY SURVEY

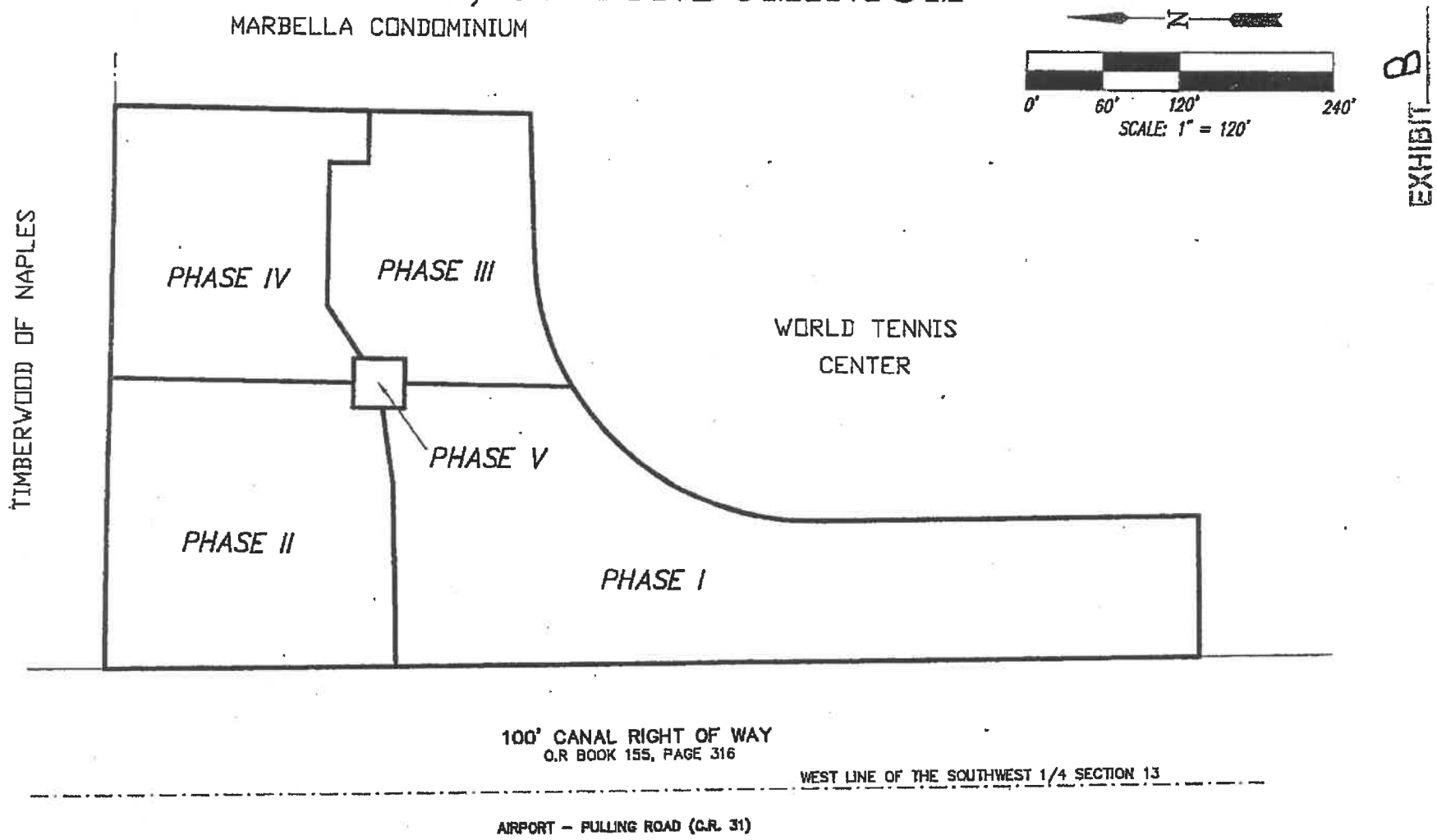
BERMUDA ROYALE, A CONDOMINIUM
AT THE WORLD TENNIS CENTER
SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST
COLLIER COUNTY, FLORIDA

DATE: AUGUST, 2002

DRAWING # B-2474

# BERMUDA ROYALE, A CONDOMINIUM

EXHIBIT B



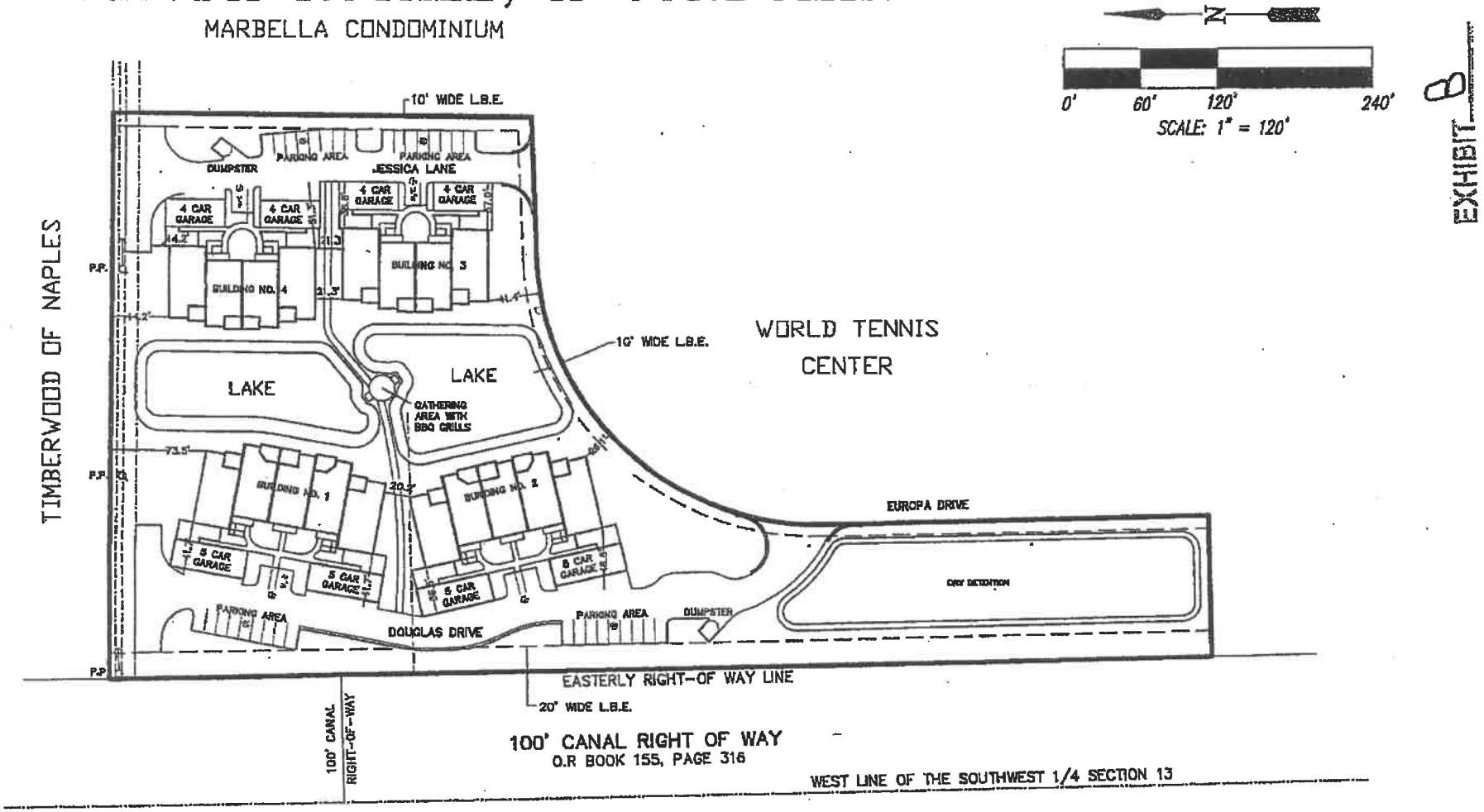



| | | |
|---|---|---|
| DRAWN BY: JWS | Q. GRADY MINOR AND ASSOCIATES, P.A. | OVERALL PHASING PLAN |
| APPROVED BY: EVS | CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS | BERMUDA ROYALE, A CONDOMINIUM AT THE WORLD TENNIS CENTER |
| JOB CODE: WTC | 3800 VIA DEL REY | SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST |
| SCALE: 1" = 120' | BONITA SPRINGS, FLORIDA 34134 | COLLIER COUNTY, FLORIDA |
| | PHONE : (239) 947-1144 FAX : (239) 947-0375 | DATE: AUGUST, 2002 |
| | CERTIFICATE OF AUTHORIZATION NUMBER LB 5151 | DRAWING -2474 |

# BERMUDA ROYALE, A CONDOMINIUM

MARBELLA CONDOMINIUM

EXHIBIT B




* SHEET 5 OF 5 *

| | | |
|---|---|---|
| DRAWN BY: JWS | Q. GRADY MINOR AND ASSOCIATES, P.A.<br>CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS<br>3800 VIA DEL REY<br>BONITA SPRINGS, FLORIDA 34134<br>PHONE : (239) 947-1144 FAX : (239) 947-0375<br>CERTIFICATE OF AUTHORIZATION NUMBER LB 5151 | CONDOMINIUM PLOT PLAN<br>BERMUDA ROYALE, A CONDOMINIUM<br>AT THE WORLD TENNIS CENTER<br>SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST<br>COLLIER COUNTY, FLORIDA |
| APPROVED BY: EVS | | |
| JOB CODE: WTC | | DATE: AUGUST, 2002 |
| SCALE: 1"= 120' | | DRAWING # B-2474 |

## Agreement on Garage Assignment

On this 21st day of May, 2008, we agree to change the numbering of the garages as printed in the original Bermuda Royale Condominium documents, dated July 2002, Condominium Exhibit B, for building Type "A" Phases I and II, located at 3260 Douglas Drive, Naples, Florida 34105.

The garage assignments as printed for units 102 and 103 shall be reversed. Unit 103 shall be located in the middle section of the block of garages numbered 101, 102, 103, 201 and 202 in the Limited Common Element. See attached diagram.

David Gilliland and Carol Gilliland

David Gilliland
Owners, 3260 Douglas Drive, Unit 102

Carol Gilliland

Denise Barry 5-21-08

Denise Barry
Owner, 3260 Douglas Drive, Unit 103

Elaine Fyffe 5-21-08

Elaine Fyffe
President, Bermuda Royale Condo Association

Notary:

Sharon Slozil
SHARON SLOZIL
5/21/08

NOTARY PUBLIC, STATE OF FLORIDA
SHARON L. SLOZIL
MY COMMISSION EXPIRES AUG 29, 2017
Bonded through 1st State Insurance
#00708828

Witness

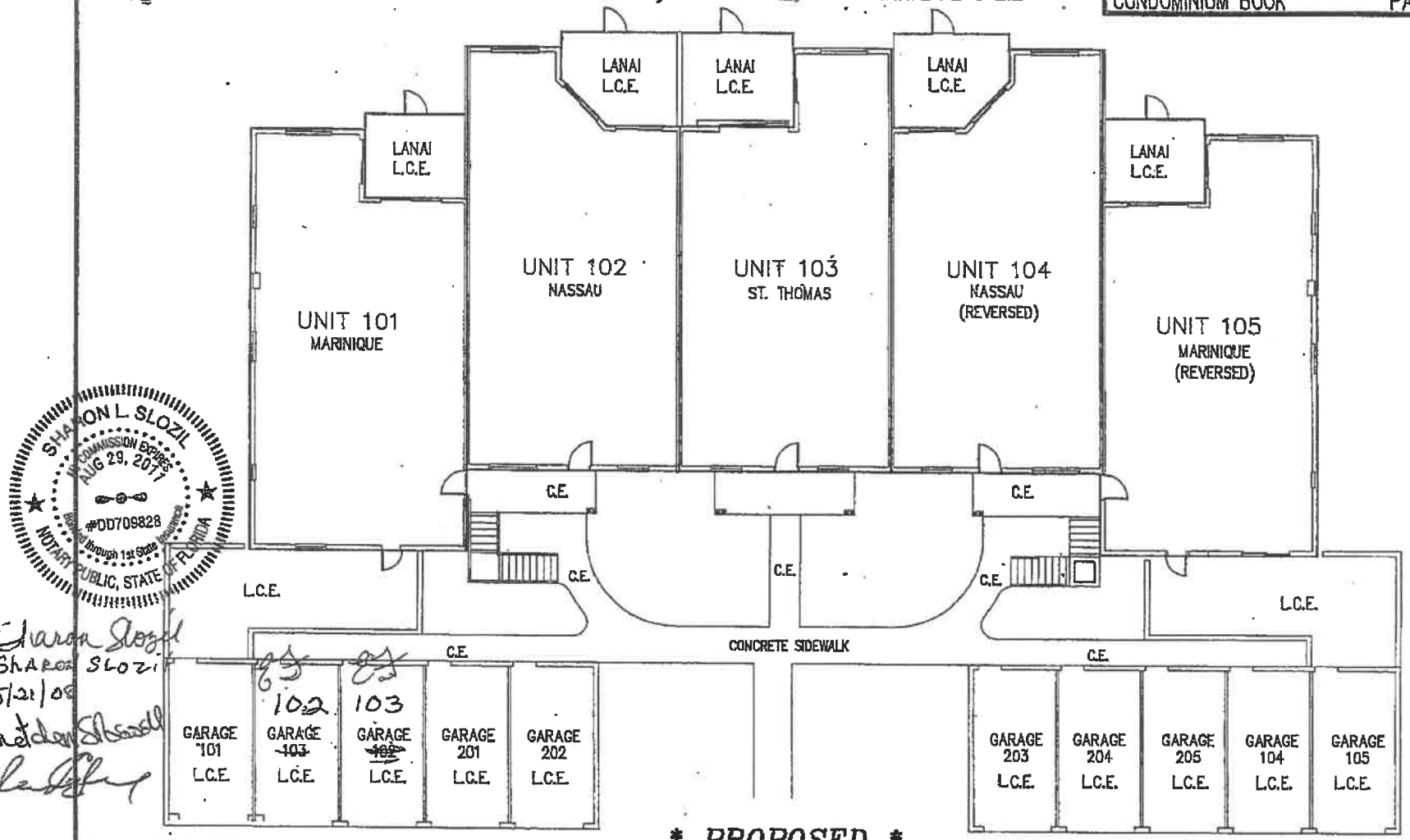
Gretchen S Bewell

Richard Fenger

# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE

EXHIBIT B




SHARON L. SLOZIL
MY COMMISSION EXPIRES AUG 29, 2011
#DD709828
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Sharon Slozil
SHARON SLOZIL
5/21/08

C.E. COMMON ELEMENT
L.C.E. LIMITED COMMON ELEMENT
HEAVY LINE INDICATE UNIT BOUNDARIES
D = DRIVEWAY TO GARAGE (L.C.E.)

DISTANCES ARE IN FEET AND DECIMALS THEREOF.
ARCHITECTURAL DESIGN BY: ANDREW CONLYN
THIS INSTRUMENT PREPARED BY: Q. GRADY MINOR AND ASSOCIATES, P.A.

## * PROPOSED *
## FIRST FLOOR PLAN
## 10-UNIT TYPE "A"
## PHASES I AND II

SCALE: 1" = 20'
0' 10' 20' 30' 40'
THIS EXHIBIT MAY HAVE BEEN REDUCED

**BERMUDA ROYALE, A CONDOMINIUM**
SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST,
COLLIER COUNTY, FLORIDA


Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PHONE: (239) 947-1144 FAX: (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 6151


**CONDOMINIUM EXHIBIT B**

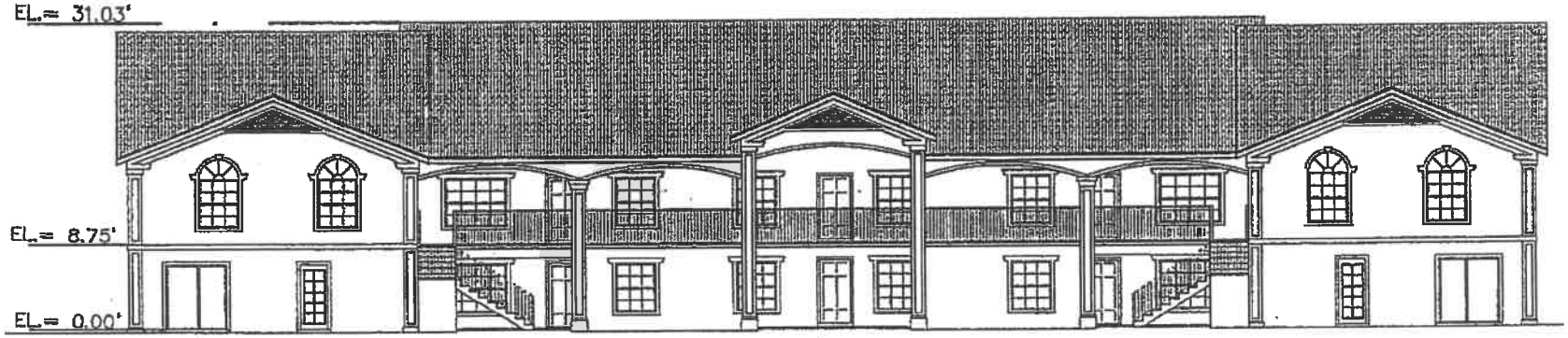
**FIRST FLOOR PLAN**
**TEN UNIT TYPE "A"**

DATE: JULY, 2002 | JOB CODE: WTC | DR: -2474-A

CONDOMINIUM BOOK PAGE

# BERMUDA ROYALE, A CONDOMINIUM

EXHIBIT B




## * PROPOSED *
## FRONT ELEVATION
## 10-UNIT TYPE "A"
## PHASES I AND II

EL = ELEVATION

DISTANCES ARE IN FEET AND DECIMALS THEREOF.

ARCHITECTURAL DESIGN BY: ANDREW CONLYN

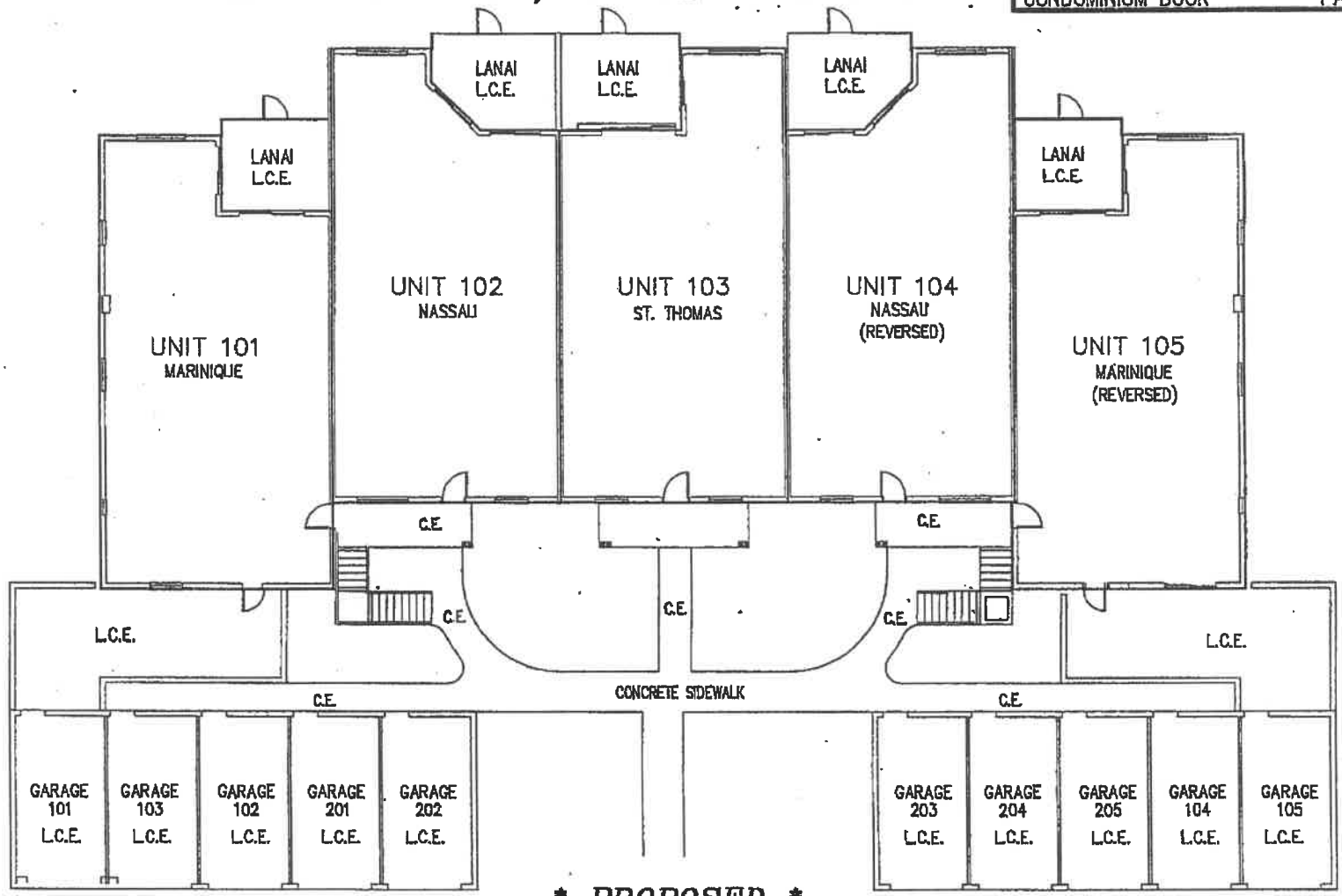
THIS INSTRUMENT PREPARED BY: **Q. GRADY MINOR AND ASSOCIATES, P.A.**

| | | |
|---|---|---|
| BERMUDA ROYALE, A CONDOMINIUM<br>SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST,<br>COLLIER COUNTY, FLORIDA | Q. GRADY MINOR AND ASSOCIATES, P.A.<br>CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS<br>3800 VIA DEL REY<br>BONITA SPRINGS, FLORIDA 34134<br>PHONE: (239) 947-1144 FAX: (239) 947-0375<br>CERTIFICATE OF AUTHORIZATION NUMBER LB 6151 | CONDOMINIUM EXHIBIT B<br>FRONT ELEVATION<br>TEN UNIT TYPE "A"<br>DATE: JULY, 2002 JOB CODE: WTC DRAWING: 2474-A |

# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE

EXHIBIT B




C.E. COMMON ELEMENT
L.C.E. LIMITED COMMON ELEMENT
HEAVY LINE INDICATE UNIT BOUNDARIES
D = DRIVEWAY TO GARAGE (L.C.E.)

DISTANCES ARE IN FEET AND DECIMALS THEREOF.
ARCHITECTURAL DESIGN BY: ANDREW CONLYN
THIS INSTRUMENT PREPARED BY: Q. GRADY MINOR AND ASSOCIATES, P.A.

## * PROPOSED *
## FIRST FLOOR PLAN
## 10-UNIT TYPE "A"
## PHASES I AND II

SCALE: 1" = 20'

0' 10' 20' 30' 40'

THIS EXHIBIT MAY HAVE BEEN REDUCED

**BERMUDA ROYALE, A CONDOMINIUM**
SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST,
COLLIER COUNTY, FLORIDA


Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ■ LAND SURVEYORS ■ PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PHONE : (239) 947-1144 FAX : (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 6151


**CONDOMINIUM EXHIBIT B**

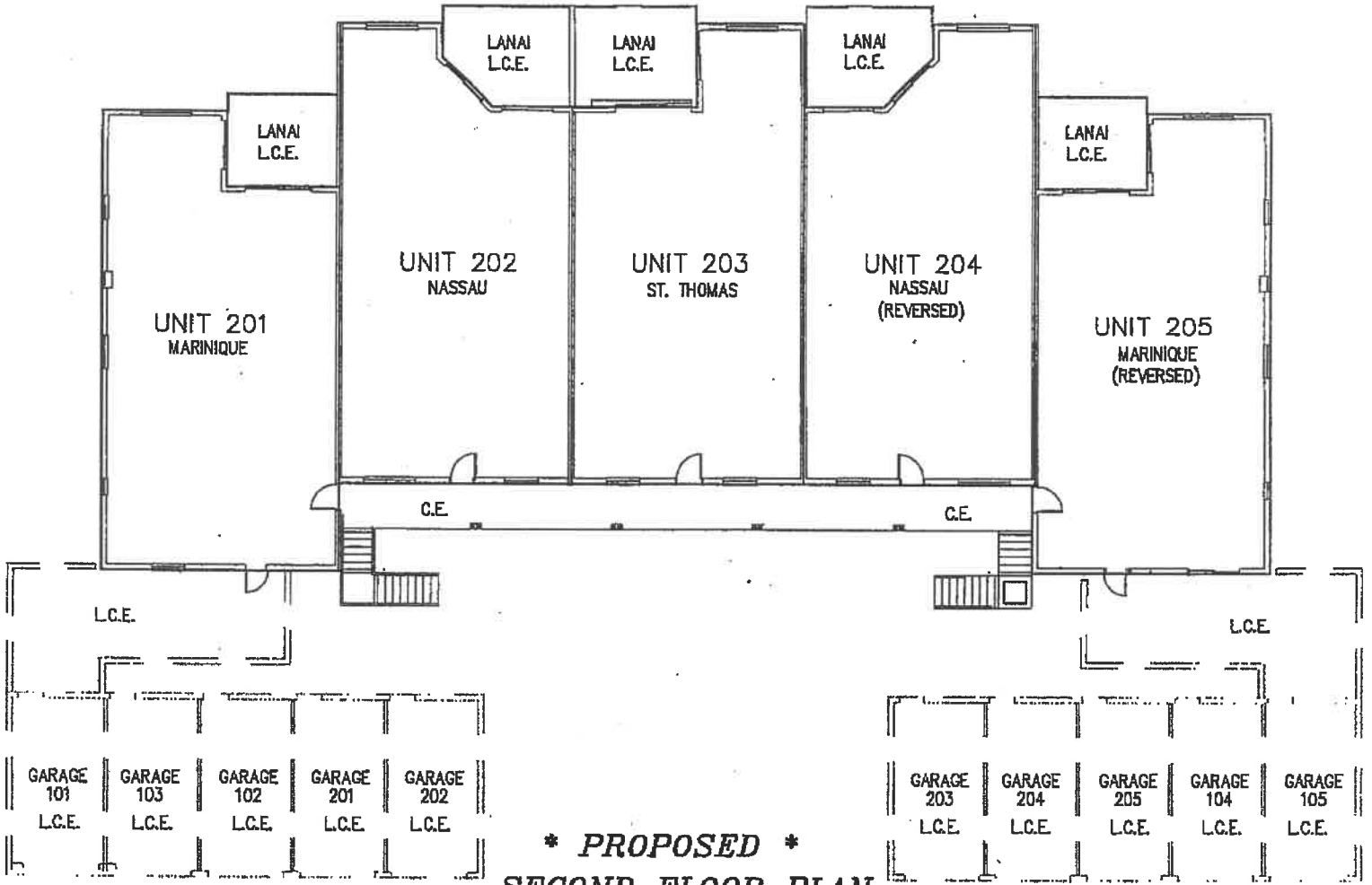
**FIRST FLOOR PLAN**
**TEN UNIT TYPE "A"**

DATE: JULY, 2002 | JOB CODE: WTC | DRAWING # B-2474-A

# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE

EXHIBIT B




* PROPOSED *

## SECOND FLOOR PLAN
## 10–UNIT TYPE "A"
## PHASES I AND II

C.E. COMMON ELEMENT
L.C.E. LIMITED COMMON ELEMENT
HEAVY LINE INDICATE UNIT BOUNDARIES
D = DRIVEWAY TO GARAGE (L.C.E.)

DISTANCES ARE IN FEET AND DECIMALS THEREOF.
ARCHITECTURAL DESIGN BY: ANDREW CONLYN
THIS INSTRUMENT PREPARED BY: Q. GRADY MINOR AND ASSOCIATES, P.A.

SCALE: 1" = 20'

0' 10' 20' 30' 40'

THIS EXHIBIT MAY HAVE BEEN REDUCED

**BERMUDA ROYALE, A CONDOMINIUM**
SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST,
COLLIER COUNTY, FLORIDA


Q. GRADY MINOR AND ASSOCIATES, P.A.
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3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
(239) 947-1144 FAX : (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 6151

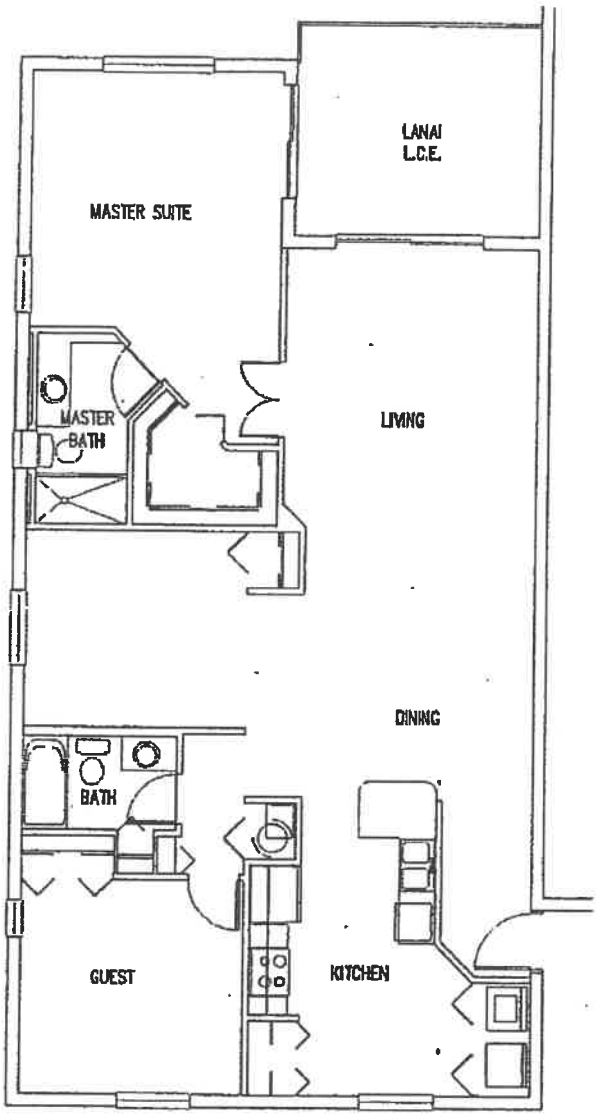

**CONDOMINIUM EXHIBIT B**

**SECOND FLOOR PLAN**
**TEN UNIT TYPE "A"**

DATE: JULY, 2002 | JOB CODE: WTC | DI B-2474-A

# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE




## * PROPOSED *
## TYIPICAL UNIT PLAN
## "MARINIQUE"

C.E. COMMON ELEMENT
L.C.E. LIMITED COMMON ELEMENT
HEAVY LINE INDICATE UNIT BOUNDARIES
D = DRIVEWAY TO GARAGE (L.C.E.)

DISTANCES ARE IN FEET AND DECIMALS THEREOF.
ARCHITECTURAL DESIGN BY: ANDREW CONLYN
THIS INSTRUMENT PREPARED BY: Q. GRADY MINOR AND ASSOCIATES, P.A.

SCALE: 1" = 10'

0' 5' 10' 15' 20'

THIS EXHIBIT MAY HAVE BEEN REDUCED

BERMUDA ROYALE, A CONDOMINIUM
SECTION 13, TOWNSHIP 48 SOUTH, RANGE 25 EAST,
COLLIER COUNTY, FLORIDA

Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PHONE : (239) 947-1144 FAX : (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

CONDOMINIUM EXHIBIT

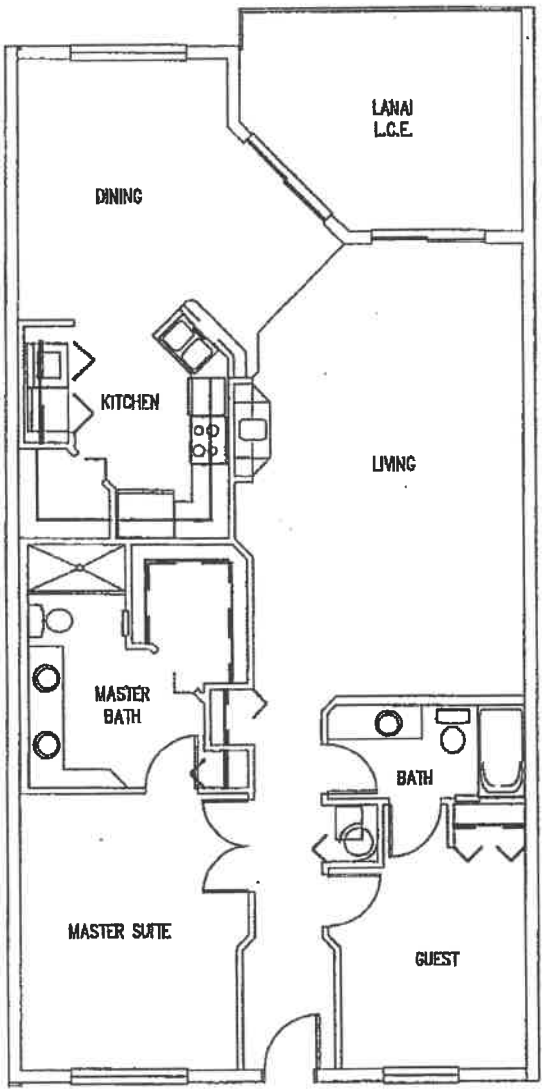
TYPICAL UNIT PLAN
"MARINIQUE"

DATE: JULY, 2002 | JOB CODE: WTC | DRAWING # B-2474-A

EXHIBIT B

# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE




## * PROPOSED *
## TYIPICAL UNIT PLAN
## "NASSAU"

C.E. COMMON ELEMENT
L.C.E. LIMITED COMMON ELEMENT
HEAVY LINE INDICATE UNIT BOUNDARIES
D = DRIVEWAY TO GARAGE (L.C.E.)

DISTANCES ARE IN FEET AND DECIMALS THEREOF.
ARCHITECTURAL DESIGN BY: ANDREW CONLYN
THIS INSTRUMENT PREPARED BY: Q. GRADY MINOR AND ASSOCIATES, P.A.

SCALE: 1" = 10'

0' 6' 10' 16' 20'

THIS EXHIBIT MAY HAVE BEEN REDUCED

BERMUDA ROYALE, A CONDOMINIUM
SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST,
COLLIER COUNTY, FLORIDA

Q. GRADY MINOR AND ASSOCIATES, P.A.
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PHONE : (239) 947-1144 FAX : (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

CONDOMINIUM EXHIBIT B

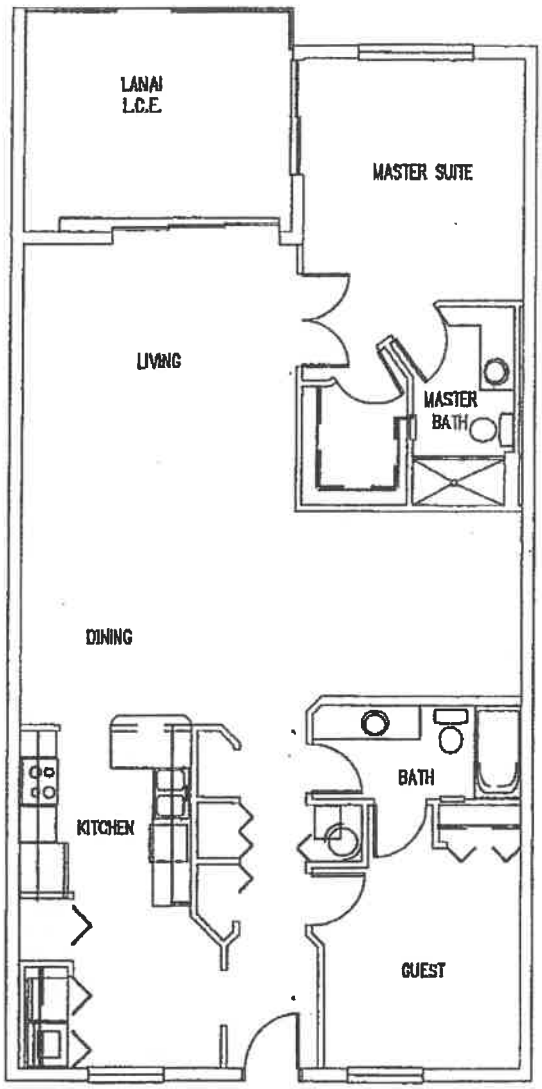
TYPICAL UNIT PLAN
"NASSAU"

DATE: JULY, 2002 | JOB CODE: WTC | DRAWING # B-2474-A

EXHIBIT B

# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE




## * PROPOSED *
## TYPICAL UNIT PLAN
## "ST. THOMAS"

C.E. COMMON ELEMENT
L.C.E. LIMITED COMMON ELEMENT
HEAVY LINE INDICATE UNIT BOUNDARIES
D = DRIVEWAY TO GARAGE (L.C.E.)

DISTANCES ARE IN FEET AND DECIMALS THEREOF.
ARCHITECTURAL DESIGN BY: ANDREW CONLYN
THIS INSTRUMENT PREPARED BY: Q. GRADY MINOR AND ASSOCIATES, P.A.

SCALE: 1" = 10'

0' 5' 10' 15' 20'

THIS EXHIBIT MAY HAVE BEEN REDUCED

| | | |
|---|---|---|
| BERMUDA ROYALE, A CONDOMINIUM<br>SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST,<br>COLLIER COUNTY, FLORIDA | Q. GRADY MINOR AND ASSOCIATES, P.A.<br>CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS<br>3800 VIA DEL REY<br>BONITA SPRINGS, FLORIDA 34134<br>PHONE : (239) 947-1144 FAX : (239) 947-0375<br>CERTIFICATE OF AUTHORIZATION NUMBER LB 6151 | CONDOMINIUM EXHIBIT B<br>TYPICAL UNIT PLAN<br>"ST. THOMAS" |
| | | DATE: JULY, 2002 JOB CODE: WTC DRAWING # B-2474-A |

EXHIBIT B

# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE

EXHIBIT B

## * PROPOSED *
## FRONT ELEVATION
## 8-UNIT TYPE "B2"
## PHASES III AND IV

C.E. COMMON ELEMENT
L.C.E. LIMITED COMMON ELEMENT
HEAVY LINE INDICATE UNIT BOUNDARIES
D = DRIVEWAY TO GARAGE (L.C.E.)

DISTANCES ARE IN FEET AND DECIMALS THEREOF.
ARCHITECTURAL DESIGN BY: ANDREW CONLYN
THIS INSTRUMENT PREPARED BY: Q. GRADY MINOR AND ASSOCIATES, P.A.

BERMUDA ROYALE, A CONDOMINIUM
SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST,
COLLIER COUNTY, FLORIDA

Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ■ LAND SURVEYORS ■ PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PH: (239) 947-1144 FAX: (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 6151

CONDOMINIUM EXHIBIT B

FRONT ELEVATION
TEN UNIT TYPE "B2"

DATE: JULY, 2002 | JOB CODE: WTC | DRA | -2474-B

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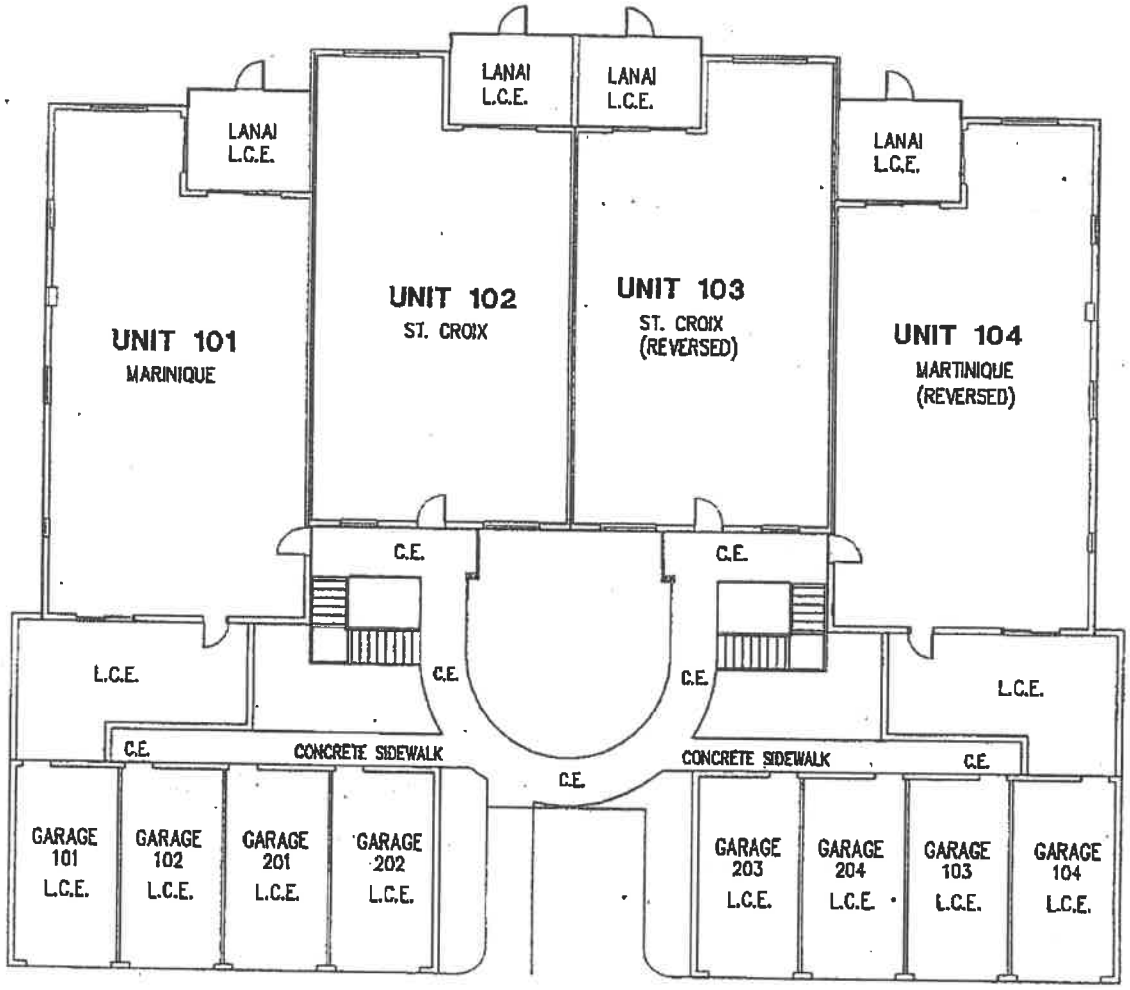
# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE

EXHIBIT B




C.E. COMMON ELEMENT
L.C.E. LIMITED COMMON ELEMENT
HEAVY LINE INDICATE UNIT BOUNDARIES
D = DRIVEWAY TO GARAGE (L.C.E.)

DISTANCES ARE IN FEET AND DECIMALS THEREOF.
ARCHITECTURAL DESIGN BY: ANDREW CONLYN
THIS INSTRUMENT PREPARED BY: Q. GRADY MINOR AND ASSOCIATES, P.A.

## FIRST FLOOR PLAN
## 8-UNIT TYPE "B2"
## PHASES III AND IV

SCALE: 1" = 20'

0' 10' 20' 30' 40'

THIS EXHIBIT MAY HAVE BEEN REDUCED

BERMUDA ROYALE, A CONDOMINIUM
SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST,
COLLIER COUNTY, FLORIDA


Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PHONE : (239) 947-1144 FAX : (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 6151


CONDOMINIUM EXHIBIT B

FIRST FLOOR PLAN
EIGHT UNIT TYPE "B2"

DATE: JULY, 2002 | JOB CODE: WTC | DRAWING # 8-2474-B

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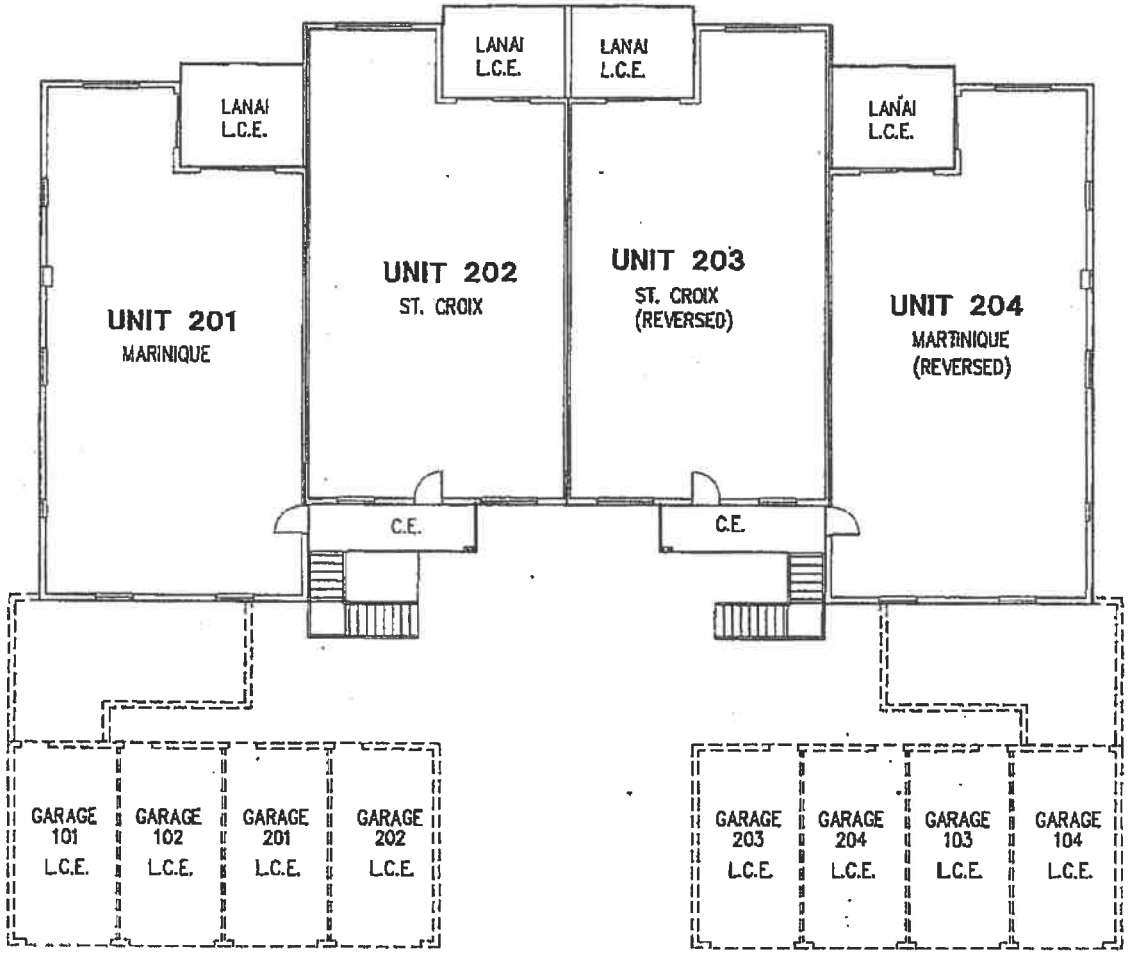
# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE

EXHIBIT B




C.E. COMMON ELEMENT
L.C.E. LIMITED COMMON ELEMENT
HEAVY LINE INDICATE UNIT BOUNDARIES.
D = DRIVEWAY TO GARAGE (L.C.E.)

DISTANCES ARE IN FEET AND DECIMALS THEREOF.
ARCHITECTURAL DESIGN BY: ANDREW CONLYN
THIS INSTRUMENT PREPARED BY: Q. GRADY MINOR AND ASSOCIATES, P.A.

## SECOND FLOOR PLAN
## 8-UNIT TYPE "B2"
## PHASES III AND IV

SCALE: 1" = 20'

0' 10' 20' 30' 40'

*THIS EXHIBIT MAY HAVE BEEN REDUCED*

**BERMUDA ROYALE, A CONDOMINIUM**
SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST,
COLLIER COUNTY, FLORIDA


Q. GRADY MINOR AND ASSOCIATES, P.A.
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BONITA SPRINGS, FLORIDA 34134
(239) 947-1144 FAX : (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151


**CONDOMINIUM EXHIBIT B**

SECOND FLOOR PLAN
EIGHT UNIT TYPE "B2"

DATE: JULY, 2002 | JOB CODE: WTC | L | # 8-2474-B

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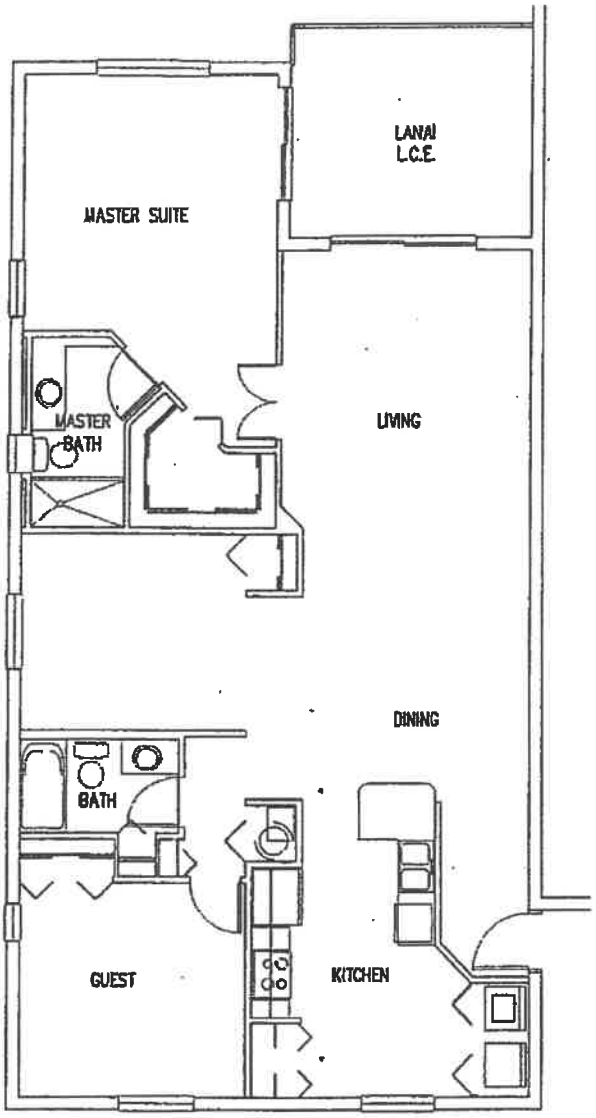
# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE




## * PROPOSED *
## TYIPICAL UNIT PLAN
## "MARINIQUE"

C.E. COMMON ELEMENT
L.C.E. LIMITED COMMON ELEMENT
HEAVY LINE INDICATE UNIT BOUNDARIES
D = DRIVEWAY TO GARAGE (L.C.E.)

DISTANCES ARE IN FEET AND DECIMALS THEREOF.
ARCHITECTURAL DESIGN BY: ANDREW CONLYN
THIS INSTRUMENT PREPARED BY: Q. GRADY MINOR AND ASSOCIATES, P.A.

SCALE: 1" = 10'

0' 5' 10' 16' 20'

THIS EXHIBIT MAY HAVE BEEN REDUCED

BERMUDA ROYALE, A CONDOMINIUM
SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST,
COLLIER COUNTY, FLORIDA

Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS
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BONITA SPRINGS, FLORIDA 34134
PHONE : (239) 947-1144 FAX : (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

CONDOMINIUM EXHIBIT

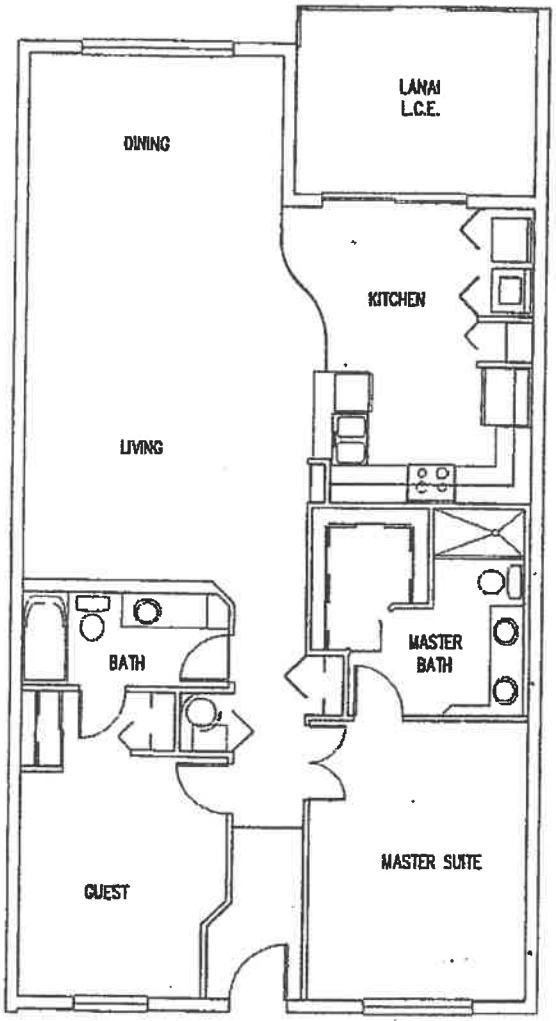
TYPICAL UNIT PLAN
"MARINIQUE"

DATE: JULY, 2002 | JOB CODE: WTC | DRAWING # B-2474-B

EXHIBIT B

# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE




## * PROPOSED *
## TYIPICAL UNIT PLAN
## "ST. CROIX"

C.E. COMMON ELEMENT
L.C.E. LIMITED COMMON ELEMENT
HEAVY LINE INDICATE UNIT BOUNDARIES
D = DRIVEWAY TO GARAGE (L.C.E.)

DISTANCES ARE IN FEET AND DECIMALS THEREOF.
ARCHITECTURAL DESIGN BY: ANDREW CONLYN
THIS INSTRUMENT PREPARED BY: Q. GRADY MINOR AND ASSOCIATES, P.A.

SCALE: 1" = 10'

0' 5' 10' 15' 20'

THIS EXHIBIT MAY HAVE BEEN REDUCED

MUDA ROYALE, A CONDOMINIUM
SECTION 13, TOWNSHIP 48 SOUTH, RANGE 25 EAST,
COLLIER COUNTY, FLORIDA

Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PHONE : (239) 947-1144 FAX : (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 5161

CONDOMINIUM EXHIBIT B

TYPICAL UNIT PLAN
"ST. CROIX"

DATE: JULY, 2002 | JOB CODE: WTC | DRAWING # B-2474-B

EXHIBIT B

# CERTIFICATE OF AMENDMENT

## DECLARATION OF CONDOMINIUM OF BERMUDA ROYALE, A CONDOMINIUM

## BYLAWS OF BERMUDA ROYALE CONDOMINIUM ASSOCIATION, INC.

I HEREBY CERTIFY that the following amendments to the Declaration of Condominium were duly adopted by the Association membership at the duly noticed special members' meeting of the Association on the 25th day of April, 2005, and the following amendments to the By-Laws were duly adopted by the Association membership at a duly noticed special members' meeting of the Association on the 25th day of March, 2005. Said amendments were approved by a proper percentage of voting interests of the Association. The Declaration of Condominium is recorded at O.R. Book 3379, Pages 1776 et seq., and the Bylaws are recorded at O.R. Book 3379, Page 1875, et seq. of the Public Records of Collier County, Florida.

Additions indicated by underlining.
Deletions indicated by ~~striking through.~~

**Amendment No. 1: Article 12.9. Declaration of Covenants**

**12. USE RESTRICTION**

The use of the Condominium Property shall be subject to the rules and regulations of the Master Association and shall be in accordance with the following provisions, as long as the Condominium is in existence:

(Section 12.1 through 12.8 unchanged)

12.9. Use of Common Elements. Common hallways, stairways and other Common Elements shall not be obstructed, littered, defaced or misused in any manner. Lanais and walkways shall be used only for the purposes intended, ~~and they.~~ Lanais shall not be used for hanging or drying clothing, ~~outdoor cooking~~, cleaning of rugs or other household items, or for storage of personal property other than ~~bicycles~~ furniture and items meant specifically for use on a lanai. Cooking, specifically with an electric grill only, is permitted on lanais.

**********


LAW OFFICES
BECKER & POLIAKOFF, P.A. • BANK OF AMERICA CENTER • 4501 TAMIAMI TRAIL NORTH, SUITE 214 • NAPLES, FL 34103
TELEPHONE (239) 261-9555
WWW.BECKER-POLIAKOFF.COM

**Amendment No. 2: Section 4.1, Bylaws**

**4. BOARD OF DIRECTORS.**

The administration of the affairs of the Association shall be by a Board of directors. All powers and duties granted to the Association by law as modified and explained in the Declaration, Articles of Incorporation and these Bylaws, shall be exercised by the Board, subject to approval or consent of the Unit Owners only when such is specifically required.

4.1 Number and Terms of Service. While the Developer is in control of the Association, T-the number of directors which shall constitute the whole Board of Directors shall be five (5) ~~three (3). The affairs of the Association shall be governed by a Board of Directors of not less than three (3) nor more than five (5) directors, the exact number to be determined in the first instance in the Articles and thereafter, except as provided herein, from time to time upon majority vote of the membership; provided, however, that the number of directors shall always be an odd number and shall always be at least three (3).~~ In order to provide for continuity of experience by establishing a system of staggered terms, in the 2006 annual election, the number of Directors to be elected shall be five (5). The three (3) candidates receiving the highest number of votes shall be elected for two (2) year terms. The two (2) candidates receiving the next highest number of votes shall be elected for one (1) year terms. If there are only five (5) candidates, the determination of who will serve the longer terms shall be made among them by agreement or by lot. Thereafter, all Directors shall be elected for two (2) year terms. A director's term will end at the annual election at which the director's successor is to be duly elected, unless the director sooner resigns or is recalled as provided in Section 4.5 herein. Directors shall be elected by the members as described in Section 4.3 herein, or in the case of a vacancy, as provided in Section 4.4 herein. ~~Directors must be natural persons who are eighteen (18) years of age or older. Directors may not vote at Board meetings by proxy or by secret ballot.~~

(Sections 4.2 through 4.15 unchanged)

**********


LAW OFFICES
BECKER & POLIAKOFF, P.A. • BANK OF AMERICA CENTER • 4501 TAMIAMI TRAIL NORTH, SUITE 214 • NAPLES, FL 34103
TELEPHONE (239) 261-9555
WWW.BECKER-POLIAKOFF.COM

WITNESSES:

BERMUDA ROYALE
CONDOMINIUM ASSOCIATION, INC.

Signature
JOHN B RATTERMAN IV
Printed Name

BY: Carol Comeaux
Carol Comeaux, President

Date: 12/8/05

(CORPORATE SEAL)

Signature

Printed Name

STATE OF FL )
) SS:
COUNTY OF Collier )

The foregoing instrument was acknowledged before me this 8 day of December 2005 2005 by Carol Comeaux as President of Bermuda Royale Condominium Association, Inc., on behalf of the corporation. He is personally known to me or has produced (type of identification) FL DL #C520 103 43 9140 as identification and did take an oath.

Notary Public
JOHN B RATTERMAN IV
Printed Name

My commission expires: 10/25/2009

32294_1.DOC

JOHN B. RATTERMAN IV
Notary Public - State of Florida
My Commission Expires Oct 25, 2009
Commission # DD 485660
Bonded By National Notary Assn.


LAW OFFICES
BECKER & POLIAKOFF, P.A. • BANK OF AMERICA CENTER • 4501 TAMIAMI TRAIL NORTH, SUITE 214 • NAPLES, FL 34103
TELEPHONE (239) 261-9555
WWW.BECKER-POLIAKOFF.COM

3327103 OR: 3481 PG: 2321
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
01/09/2004 at 04:12PM DWIGHT E. BROCK, CLERK
REC FEE 78.00
Retn:
ROETZEL & ANDRESS
850 PARK SHORE DR 3RD FLOOR
NAPLES FL 34103

This instrument was prepared by
and after recording return to:
C. Neil Gregory, Esq.
Roetzel & Andress, A Legal
Professional Association
850 Park Shore Drive
Trianon Centre, Third Floor
Naples, Florida 34103
(239) 649-6200

(space above this line for recording data)

# SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF BERMUDA ROYALE, A CONDOMINIUM

THIS AMENDMENT is dated this 6th day of January, 2004, by B.P. Devco, LLC, a Florida limited liability company (the "Developer").

WHEREAS, the Developer recorded a Declaration of Condominium for Bermuda Royale, a Condominium (the "Condominium"), in Official Records Book 3379, Pages 1769 through 1889, inclusive, as amended by First Amendment to Declaration of Condominium recorded in Official Records Book 3443, Pages 2791 through 2811, inclusive, both of the Public Records of Collier County, Florida, as may be further amended (the "Declaration").

WHEREAS, the Declaration reserves to the Developer, the right to add additional phases to the Condominium;

WHEREAS, the Developer has completed construction of the improvements comprising Phase II and Phase V of the Condominium as described in Exhibit "A-1" of the Declaration as originally recorded;

WHEREAS, the Developer wishes to amend said Declaration for the purpose of submitting additional lands comprising Phase II and Phase V to the Condominium form of ownership;

NOW THEREFORE, pursuant to Section 718.104 and 718.403 of the Florida Statutes and the rights reserved in the Declaration, the Developer hereby amends the Declaration as follows:

1. Developer hereby submits the land described on Exhibit "A" attached hereto ("Phase II and Phase V") to the Declaration and the condominium form of ownership and amends Exhibit "A" of the Declaration to include Phases II and Phase V.

2. Attached hereto and made a part hereof as Exhibit "B" is the Survey of Phases II and V. Also included in Exhibit "B", is the plot plan, floor plans and graphic description of the improvements located within Phases II and V.

3. Exhibit "B" to the Declaration is hereby amended by adding Exhibit "B" attached hereto.

4. The Declaration is hereby amended by adding the Surveyor's Certificate of Substantial Completion attached hereto which confirms the substantial completion of Phases II and V.

5. With the addition of this phase, the total number of Units in the Condominium is 36 which Units are identified by the building number wherein they are located and the three digit Unit number both as shown on Exhibit "B". In accordance with the Declaration, the undivided share of the Common Elements appurtenant to each Unit and the proportion and manner of sharing Common Expenses and Owning Common Surplus for each Unit shall be 1/36.

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

Signed, sealed and delivered
in the presence of:

**B.P. DEVCO, LLC,**
a Florida limited liability company

Nelson K. Martony
Witness Name: Nelson K. Martony

Diane L. Edwards
Witness Name: DIANE L. EDWARDS

By: Steven J. Mullersman
Steven J. Mullersman
Its: Manager

STATE OF FLORIDA )
) ss:
COUNTY OF COLLIER )

ACKNOWLEDGED before me this 6th day of January, 2004, by Steven J. Mullersman, as Manager of and on behalf of B.P. Devco, LLC, who (X) is personally known to me or ( ) produced _____ as identification.

(SEAL)

DIANE EDWARDS
MY COMMISSION # CC 963998
EXPIRES: January 9, 2005
Bonded Thru Notary Public Underwriters

Diane Edwards
NOTARY PUBLIC
Notary Name: DIANE EDWARDS
My Commission Expires: 1-9-05

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105701.0003

# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE

OR: 3481 PG: 2323

## PROPERTY DESCRIPTION PHASE II

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE RUN SOUTH 89°17'14" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 100.05 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF A 100 FOOT WIDE COUNTY CANAL AS RECORDED IN OFFICIAL RECORDS BOOK 155 AT PAGE 316 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN NORTH 01°09'42" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1,079.97 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 01°09'42" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 226.47 FEET; THENCE RUN SOUTH 89°26'31" EAST FOR A DISTANCE OF 229.96 FEET; THENCE RUN SOUTH 00°33'29" WEST FOR A DISTANCE OF 189.05 FEET; THENCE RUN NORTH 89°26'31" WEST FOR A DISTANCE OF 20.00 FEET; THENCE RUN SOUTH 00°33'29" WEST FOR A DISTANCE OF 23.10 FEET; THENCE RUN SOUTH 81°44'29" WEST FOR A DISTANCE OF 60.87 FEET; THENCE RUN SOUTH 88°36'07" WEST FOR A DISTANCE OF 143.10 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED, CONTAINING 1.139 ACRES, MORE OR LESS.

SHEET 1 OF 3

| | | |
|---|---|---|
| DRAWN: KJC | Q. GRADY MINOR AND ASSOCIATES, P.A. | PHASE II BOUNDARY SURVEY |
| APPROVED BY: SVB | CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS<br>3800 VIA DEL REY<br>BONITA SPRINGS, FLORIDA 34134 | BERMUDA ROYALE, A CONDOMINIUM<br>AT THE WORLD TENNIS CENTER<br>SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST<br>COLLIER COUNTY, FLORIDA |
| JOB CODE: WTCONDO | PHONE : (239) 947-1144 FAX : (239) 947-0376<br>CERTIFICATE OF AUTHORIZATION NUMBER LB 5151 | DATE: JANUARY, 2004 |
| SCALE: N/A | | DRAWING # B-2474-2A |

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# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE

OR: 3481 PG: 2324

## PROPERTY DESCRIPTION PHASE 'V

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE RUN SOUTH 89°17'14" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 100.05 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF A 100 FOOT WIDE COUNTY CANAL AS RECORDED IN OFFICIAL RECORDS BOOK 155 AT PAGE 316 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN NORTH 01°09'42" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1,071.19 FEET; THENCE RUN NORTH 88°50'18" EAST FOR A DISTANCE OF 203.00 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN NORTH 00°33'29" EAST FOR A DISTANCE OF 40.00 FEET; THENCE RUN SOUTH 89°26'31" EAST FOR A DISTANCE OF 40.00 FEET; THENCE RUN SOUTH 00°33'29" WEST FOR A DISTANCE OF 40.00 FEET; THENCE RUN NORTH 89°26'31" WEST FOR A DISTANCE OF 40.00 FEET; TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED, CONTAINING 0.037 ACRES, MORE OR LESS.

1. BEARINGS SHOWN HEREON REFER TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA AS BEING S 89°17'14" E.

2. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND OR RESTRICTIONS OF RECORD.

3. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

1-26-04

SIGNED

STEPHEN V. BURGESS, P.S.M. #6408
STATE OF FLORIDA

| | | |
|---|---|---|
| DRAWN: KJG | Q. GRADY MINOR AND ASSOCIATES, P.A. | PHASE V BOUNDARY SURVEY |
| APPROVED BY: SVB | CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS<br>3800 VIA DEL REY<br>BONITA SPRINGS, FLORIDA 34134 | BERMUDA ROYALE, A CONDOMINIUM<br>AT THE WORLD TENNIS CENTER<br>SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST<br>COLLIER COUNTY, FLORIDA |
| JOB CODE: WTC | PHONE : (239) 947-1144 FAX : (239) 947-0376<br>CERTIFICATE OF AUTHORIZATION NUMBER LB 5151 | |
| SCALE: N/A | | DATE: JANUARY, 2004 — DRAWING # B-2474-5A |

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# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE

OR: 3481 PG: 2325

## PROPERTY DESCRIPTION PHASE II

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE RUN SOUTH 89°17'14" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 100.05 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF A 100 FOOT WIDE COUNTY CANAL AS RECORDED IN OFFICIAL RECORDS BOOK 155 AT PAGE 316 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN NORTH 01°09'42" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1,079.97 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 01°09'42" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 226.47 FEET; THENCE RUN SOUTH 89°26'31" EAST FOR A DISTANCE OF 229.96 FEET; THENCE RUN SOUTH 00°33'29" WEST FOR A DISTANCE OF 189.05 FEET; THENCE RUN NORTH 89°26'31" WEST FOR A DISTANCE OF 20.00 FEET; THENCE RUN SOUTH 00°33'29" WEST FOR A DISTANCE OF 23.10 FEET; THENCE RUN SOUTH 81°44'29" WEST FOR A DISTANCE OF 60.87 FEET; THENCE RUN SOUTH 88°36'07" WEST FOR A DISTANCE OF 143.10 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED, CONTAINING 1.139 ACRES, MORE OR LESS.

SHEET 1 OF 3

| | | |
|---|---|---|
| DRAWN: KJG | Q. GRADY MINOR AND ASSOCIATES, P.A. | PHASE II BOUNDARY SURVEY |
| APPROVED BY: SVB | CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS<br>8800 VIA DEL REY<br>BONITA SPRINGS, FLORIDA 34134 | BERMUDA ROYALE, A CONDOMINIUM<br>AT THE WORLD TENNIS CENTER<br>SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST<br>COLLIER COUNTY, FLORIDA |
| JOB CODE: WTCONDO | PHONE : (239) 947-1144 FAX : (239) 947-0375<br>CERTIFICATE OF AUTHORIZATION NUMBER LB 5151 | DATE: JANUARY, 2004 |
| SCALE: N/A | | DRAWING # B-2474-2A |

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# Q. GRADY MINOR & ASSOCIATES, P.A.

Civil Engineers ▪ Land Surveyors ▪ Planners

Q. GRADY MINOR, P.E.
MARK W. MINOR, P.E.
C. DEAN SMITH, P.E.
DAVID W. SCHMITT, P.E.
MICHAEL J. DELATE, P.E.
NORMAN J. TREBILCOCK, A.I.C.P., P.E.
MATTHEW J. HERMANSON, P.E.

D. WAYNE ARNOLD, A.I.C.P.
ROBERT "BOB" THINNES, A.I.C.P.
THOMAS JACKSON GARRIS, P.S.M.
STEPHEN V. BURGESS, P.S.M.
MICHAEL L. HARMON, P.S.M.
ALAN V. ROSEMAN


OR: 3481 PG: 2326

## CERTIFICATE OF SURVEYOR
**Bermuda Royale , A Condominium**

I, Stephen V. Burgess of Lee County, Florida, hereby certify:

1. That I am a Professional Surveyor and Mapper holding certificate number 6408 authorized to practice in the State of Florida, as provided by the laws of the State.

2. That this certificate is made as to Phase No. II of Bermuda Royale, A Condominium, in compliance with Section 718.104(4)(e), Florida Statutes.

3. That the construction of the improvements within Bermuda Royale, A Condominium, comprising Phase No. II is substantially complete so that the material, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

4. That all planned improvements, including landscaping, utility services and access to each unit, and common-element facilities serving Phase II in which the units to be conveyed are located have been substantially completed.

Signed: 1-8-04

Stephen V. Burgess
Professional Surveyor and Mapper
State of Florida, License Number 6408




(239) 947-1144 ▪ FAX (239) 947-0375 ▪ E-Mail: engineering@gradyminor.com
3800 Via Del Rey ▪ Bonita Springs, Florida 34134-7569 ▪ EB/LB 0005151

# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE

OR: 3481 PG: 2327

## NOTES

1. BEARINGS SHOWN HEREON REFER TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, AS BEING S 89°17'14" E.
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD.
3. IMPROVEMENTS OTHER THAN THOSE SHOWN WERE NOT LOCATED.
4. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
6. ENVIRONMENTAL CONCERNS, ENDANGERED WILDLIFE AND JURISDICTIONAL WETLANDS, IF ANY, HAVE NOT BEEN SHOWN ON THIS SURVEY.
7. THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE X, HAVING NO BASE FLOOD ELEVATION PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP # 120067 385 D, DATED JUNE 3, 1986.
8. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
9. THE FIELD SURVEY FOR THIS LOT WAS PERFORMED ON 11/5/03.
10. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.
11. THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS OR FREEDOM OF ENCUMBRANCES.

1-8-04

SIGNED

STEPHEN V. BURGESS, P.S.M. #6408

STATE OF FLORIDA

| | | |
|---|---|---|
| SHEET 2 OF 9 | Q. GRADY MINOR AND ASSOCIATES, P.A. | PHASE II BOUNDARY SURVEY |
| DRAWN: JWS | CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS | BERMUDA ROYALE, A CONDOMINIUM AT THE WORLD TENNIS CENTER |
| APPROVED BY: EVS | 3800 VIA DEL REY | SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST |
| JOB CODE: WTCONDO | BONITA SPRINGS, FLORIDA 34134 | COLLIER COUNTY, FLORIDA |
| SCALE: N/A | PHONE : (239) 947-1144 FAX : (239) 947-0376 | DATE: JANUARY, 2004 |
| | CERTIFICATE OF AUTHORIZATION NUMBER LB 5151 | DRAWING # B-2474-2A |

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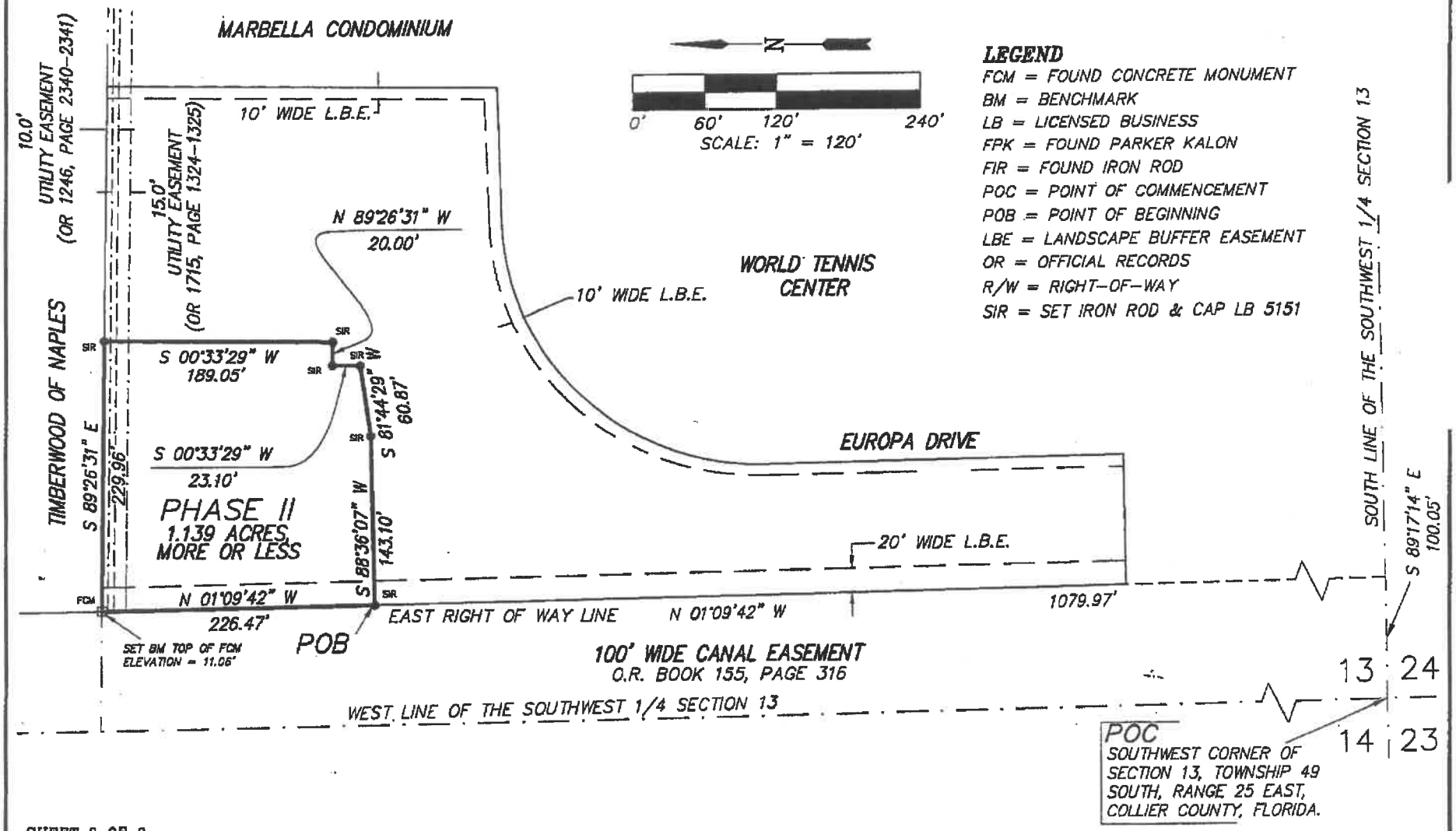
# BERMUDA ROYALE, A CONDOMINIUM




**LEGEND**

FCM = FOUND CONCRETE MONUMENT
BM = BENCHMARK
LB = LICENSED BUSINESS
FPK = FOUND PARKER KALON
FIR = FOUND IRON ROD
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
LBE = LANDSCAPE BUFFER EASEMENT
OR = OFFICIAL RECORDS
R/W = RIGHT-OF-WAY
SIR = SET IRON ROD & CAP LB 5151

SHEET 3 OF 3

| | | |
|---|---|---|
| DRAWN BY: KJG | Q. GRADY MINOR AND ASSOCIATES, P.A.<br>CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS<br>3800 VIA DEL REY<br>BONITA SPRINGS, FLORIDA 34134<br>PHONE : (239) 947-1144 FAX : (239) 947-0375<br>CERTIFICATE OF AUTHORIZATION NUMBER LB 5151 | PHASE II BOUNDARY SURVEY<br>BERMUDA ROYALE, A CONDOMINIUM<br>AT THE WORLD TENNIS CENTER<br>SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST<br>COLLIER COUNTY, FLORIDA |
| APPROVED BY: SVB | | |
| JOB CODE: WTCONDO | | |
| SCALE: 1" = 120' | | DATE: JANUARY, 2004 / DRAWING # B-2474-2A |

Exhibit B - Page 3 of 10

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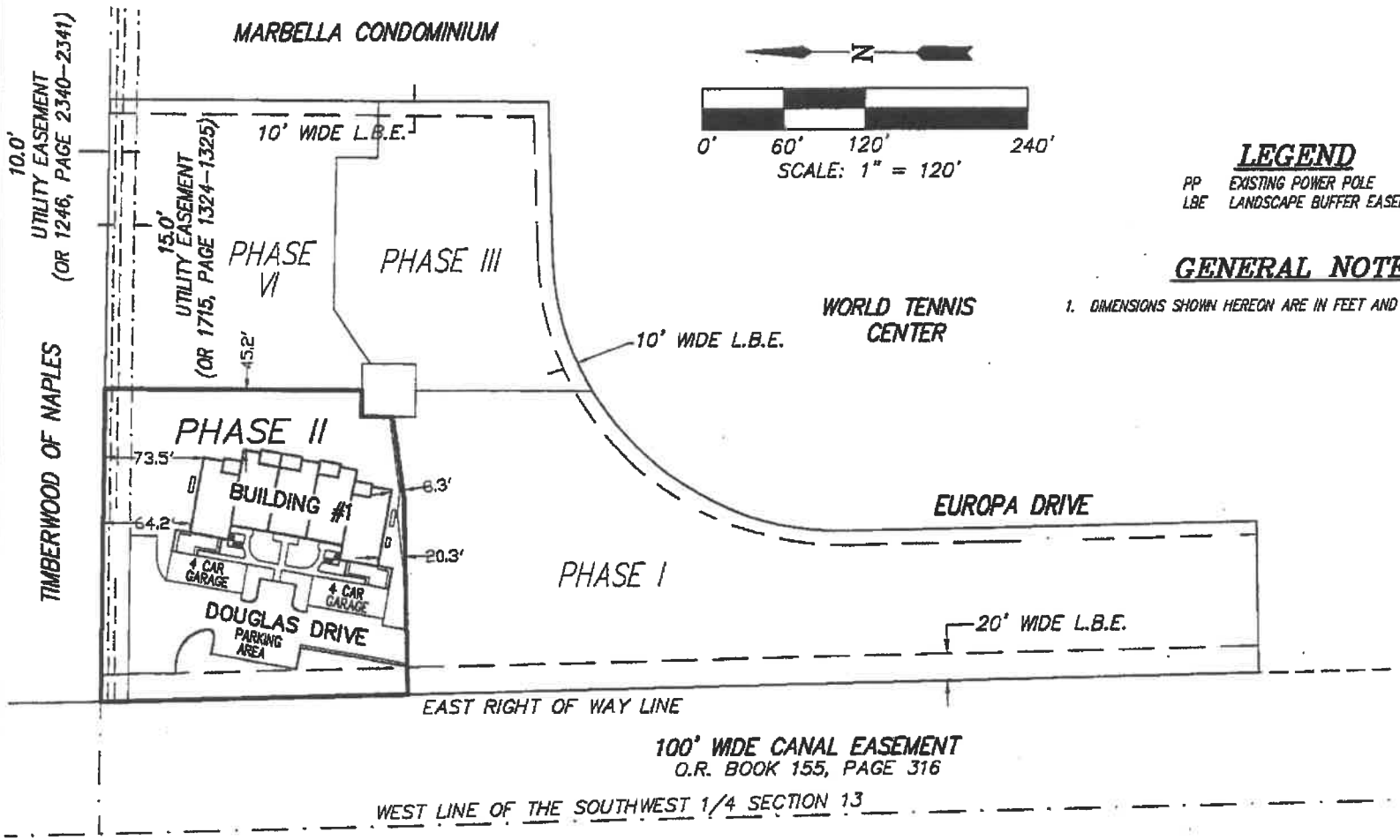
OR: 3481 PG: 2328

# BERMUDA ROYALE, A CONDOMINIUM




## LEGEND

PP EXISTING POWER POLE
LBE LANDSCAPE BUFFER EASEMENT

## GENERAL NOTES

1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

* AS-BUILT *

| | | |
|---|---|---|
| DRAWN BY: KJG | Q. GRADY MINOR AND ASSOCIATES, P.A. | PHASE II CONDOMINIUM PLOT PLAN |
| APPROVED BY: SVB | CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS | BERMUDA ROYALE, A CONDOMINIUM AT THE WORLD TENNIS CENTER |
| JOB CODE: WTCONDO | 3800 VIA DEL REY | SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST |
| SCALE: 1"= 120' | BONITA SPRINGS, FLORIDA 34134 | COLLIER COUNTY, FLORIDA |
| | PHONE : (239) 947-1144 FAX : (239) 947-0375 | DATE: JANUARY, 2004 |
| | CERTIFICATE OF AUTHORIZATION NUMBER LB 5151 | DRAWING # [illegible]-2474-2A |

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OR: 3481 PG: 2330

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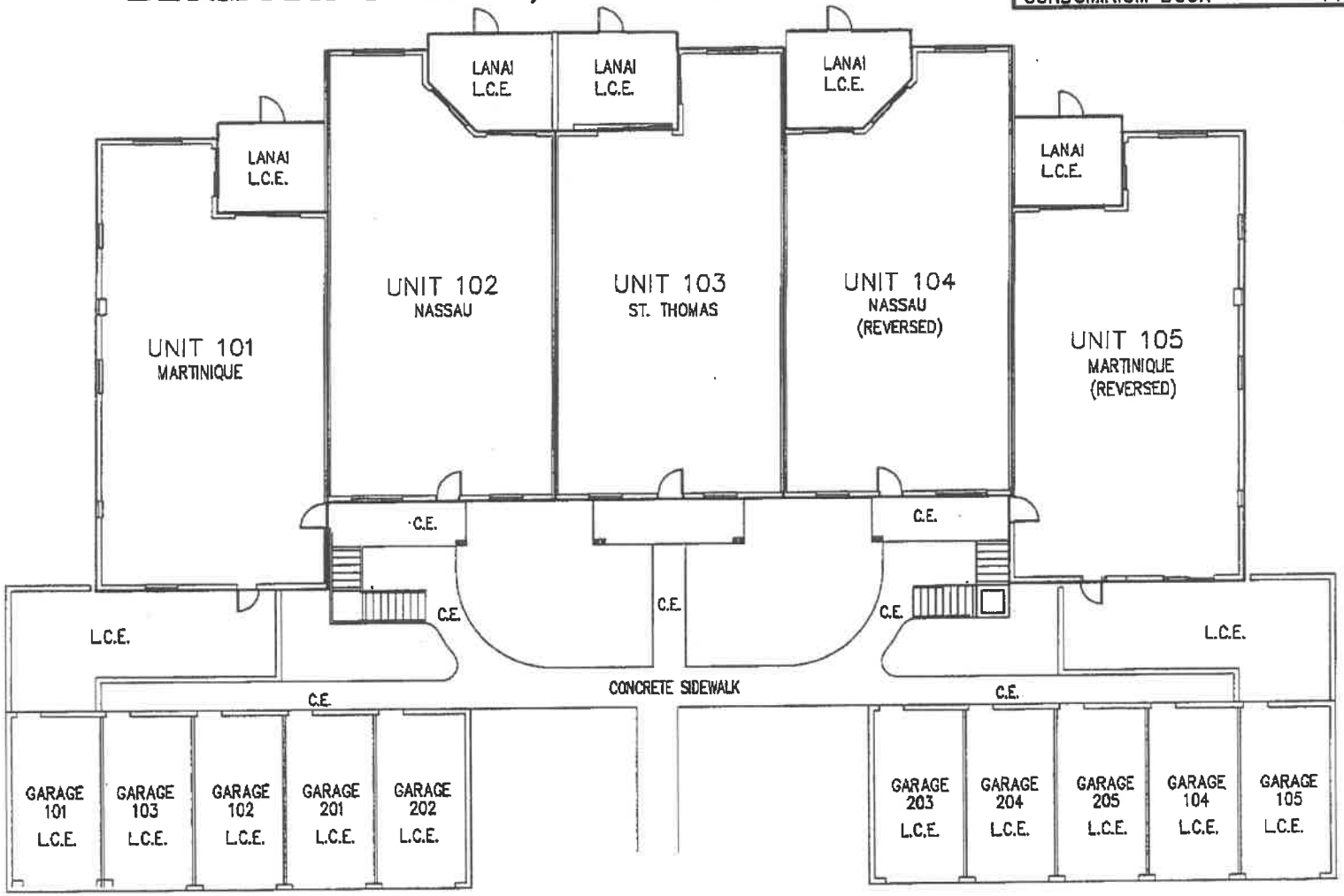
# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE




C.E. COMMON ELEMENT
L.C.E. LIMITED COMMON ELEMENT
HEAVY LINE INDICATE UNIT BOUNDARIES
D = DRIVEWAY TO GARAGE (L.C.E.)

DISTANCES ARE IN FEET AND DECIMALS THEREOF.
ARCHITECTURAL DESIGN BY: ANDREW CONLYN
THIS INSTRUMENT PREPARED BY: Q. GRADY MINOR AND ASSOCIATES, P.A.

## FIRST FLOOR PLAN
## 10-UNIT TYPE "A"
## PHASE II, BUILDING 1

* AS-BUILT*

SCALE: 1" = 20'
0' 10' 20' 30' 40'

THIS EXHIBIT MAY HAVE BEEN REDUCED

**BERMUDA ROYALE, A CONDOMINIUM**
SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST,
COLLIER COUNTY, FLORIDA

Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ■ LAND SURVEYORS ■ PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PH: (239) 947-1144 FAX: (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

**CONDOMINIUM EXHIBIT B**

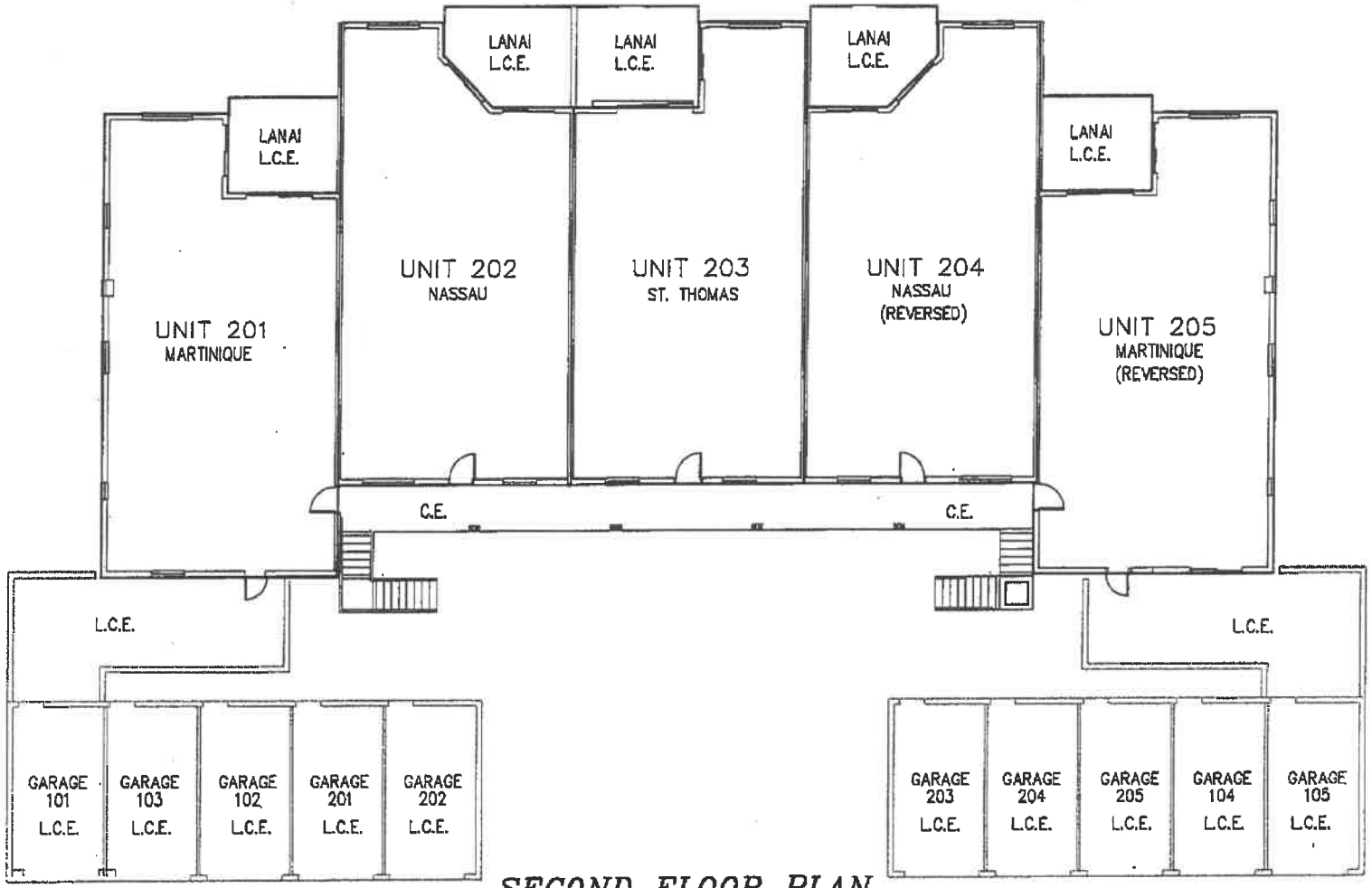
**FIRST FLOOR PLAN**
**TEN UNIT TYPE "A"**

JANUARY 2004 | JOB CODE: WTCONDO | DRAWING: 2474-2A

OR: 3481 PG: 2331

# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE




## SECOND FLOOR PLAN
## 10-UNIT TYPE "A"
## PHASE II, BUILDING 1

C.E. COMMON ELEMENT
L.C.E. LIMITED COMMON ELEMENT
HEAVY LINE INDICATE UNIT BOUNDARIES
D = DRIVEWAY TO GARAGE (L.C.E.)

DISTANCES ARE IN FEET AND DECIMALS THEREOF.
ARCHITECTURAL DESIGN BY: ANDREW CONLYN
THIS INSTRUMENT PREPARED BY: Q. GRADY MINOR AND ASSOCIATES, P.A.

* AS-BUILT*

SCALE: 1" = 20'
0' 10' 20' 30' 40'
THIS EXHIBIT MAY HAVE BEEN REDUCED

BERMUDA ROYALE, A CONDOMINIUM
SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST,
COLLIER COUNTY, FLORIDA

Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ■ LAND SURVEYORS ■ PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PH · (239) 947-1144 FAX : (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

CONDOMINIUM EXHIBIT B

SECOND FLOOR PLAN
TEN UNIT TYPE "A"

JANUARY 2004 | JOB CODE: WTCONDO | DRAWING: 2474-2A

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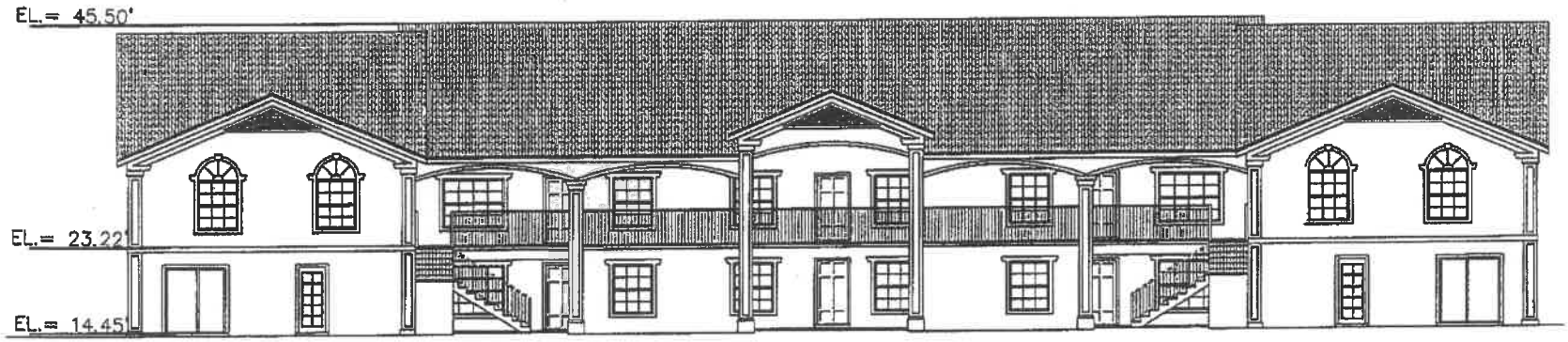
:\dwgs\projects\w tennis\dwg\condo\B-2474-2A.DWG, FRONT ELEVATION (6), 01/08/2004 03:26:30 PM, \\QGM-FS2\RICOH_2



CONDOMINIUM BOOK PAGE

# BERMUDA ROYALE, A CONDOMINIUM




## FRONT ELEVATION
## 10-UNIT TYPE "A"
## PHASE II, BUILDING 1

EL = ELEVATION

DISTANCES ARE IN FEET AND DECIMALS THEREOF.

ARCHITECTURAL DESIGN BY: ANDREW CONLYN

THIS INSTRUMENT PREPARED BY: Q. GRADY MINOR AND ASSOCIATES, P.A.

* AS-BUILT*

BERMUDA ROYALE, A CONDOMINIUM
SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST,
COLLIER COUNTY, FLORIDA

Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ■ LAND SURVEYORS ■ PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PHO (239) 947-1144 FAX : (239) 947-0375
C ATE OF AUTHORIZATION NUMBER LB 5151

CONDOMINIUM EXHIBIT B

FRONT ELEVATION
TEN UNIT TYPE "A"

JANUARY 2004 | JOB CODE: WTCONDO | DRAWI 2474-2A

# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE

OR: 3481 PG: 2333

## PROPERTY DESCRIPTION PHASE 'V

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE RUN SOUTH 89°17'14" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 100.05 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF A 100 FOOT WIDE COUNTY CANAL AS RECORDED IN OFFICIAL RECORDS BOOK 155 AT PAGE 316 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN NORTH 01°09'42" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1,071.19 FEET; THENCE RUN NORTH 88°50'18" EAST FOR A DISTANCE OF 203.00 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN NORTH 00°33'29" EAST FOR A DISTANCE OF 40.00 FEET; THENCE RUN SOUTH 89°26'31" EAST FOR A DISTANCE OF 40.00 FEET; THENCE RUN SOUTH 00°33'29" WEST FOR A DISTANCE OF 40.00 FEET; THENCE RUN NORTH 89°26'31" WEST FOR A DISTANCE OF 40.00 FEET; TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED, CONTAINING 0.037 ACRES, MORE OR LESS.

1. BEARINGS SHOWN HEREON REFER TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA AS BEING S 89°17'14" E.
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND OR RESTRICTIONS OF RECORD.
3. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

1-8-04

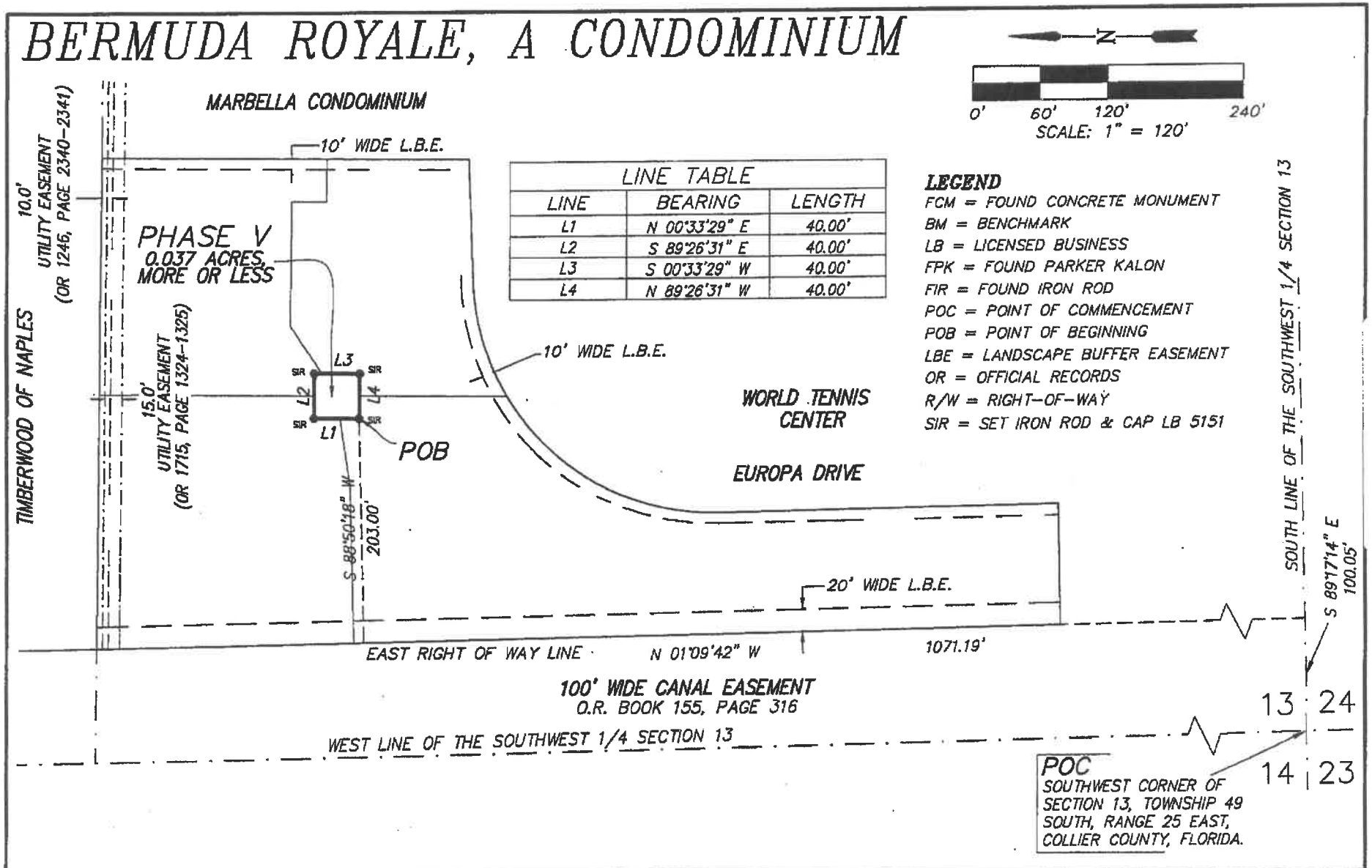
SIGNED

STEPHEN V. BURGESS, P.S.M. #6408
STATE OF FLORIDA

| | | |
|---|---|---|
| DRAWN: KJG | Q. GRADY MINOR AND ASSOCIATES, P.A. | PHASE V BOUNDARY SURVEY |
| APPROVED BY: SVB | CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS<br>3800 VIA DEL REY<br>BONITA SPRINGS, FLORIDA 34134 | BERMUDA ROYALE, A CONDOMINIUM<br>AT THE WORLD TENNIS CENTER<br>SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST<br>COLLIER COUNTY, FLORIDA |
| JOB CODE: WTC | PHONE : (239) 947-1144 FAX : (239) 947-0375<br>CERTIFICATE OF AUTHORIZATION NUMBER LB 5151 | |
| SCALE: N/A | | DATE: JANUARY, 2004 — DRAWING # B-2474-5A |

J:\dwgs\proj\w tennis\dwg\condo\B-2474-5A.DWG, LEGAL (1), 01/08/2004 35:29 PM, \\QGM-FS2\RICOH_2600N_Q

# BERMUDA ROYALE, A CONDOMINIUM




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | N 00°33'29" E | 40.00' |
| L2 | S 89°26'31" E | 40.00' |
| L3 | S 00°33'29" W | 40.00' |
| L4 | N 89°26'31" W | 40.00' |

**LEGEND**

FCM = FOUND CONCRETE MONUMENT
BM = BENCHMARK
LB = LICENSED BUSINESS
FPK = FOUND PARKER KALON
FIR = FOUND IRON ROD
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
LBE = LANDSCAPE BUFFER EASEMENT
OR = OFFICIAL RECORDS
R/W = RIGHT-OF-WAY
SIR = SET IRON ROD & CAP LB 5151

| | |
|---|---|
| DRAWN BY: KJC | |
| APPROVED BY: SVB | |
| JOB CODE: WTCONDO | |
| SCALE: 1"= 120' | |


Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PHONE : (239) 947-1144 FAX : (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151


**PHASE V BOUNDARY SURVEY**

**BERMUDA ROYALE, A CONDOMINIUM AT THE WORLD TENNIS CENTER**
SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST
COLLIER COUNTY, FLORIDA

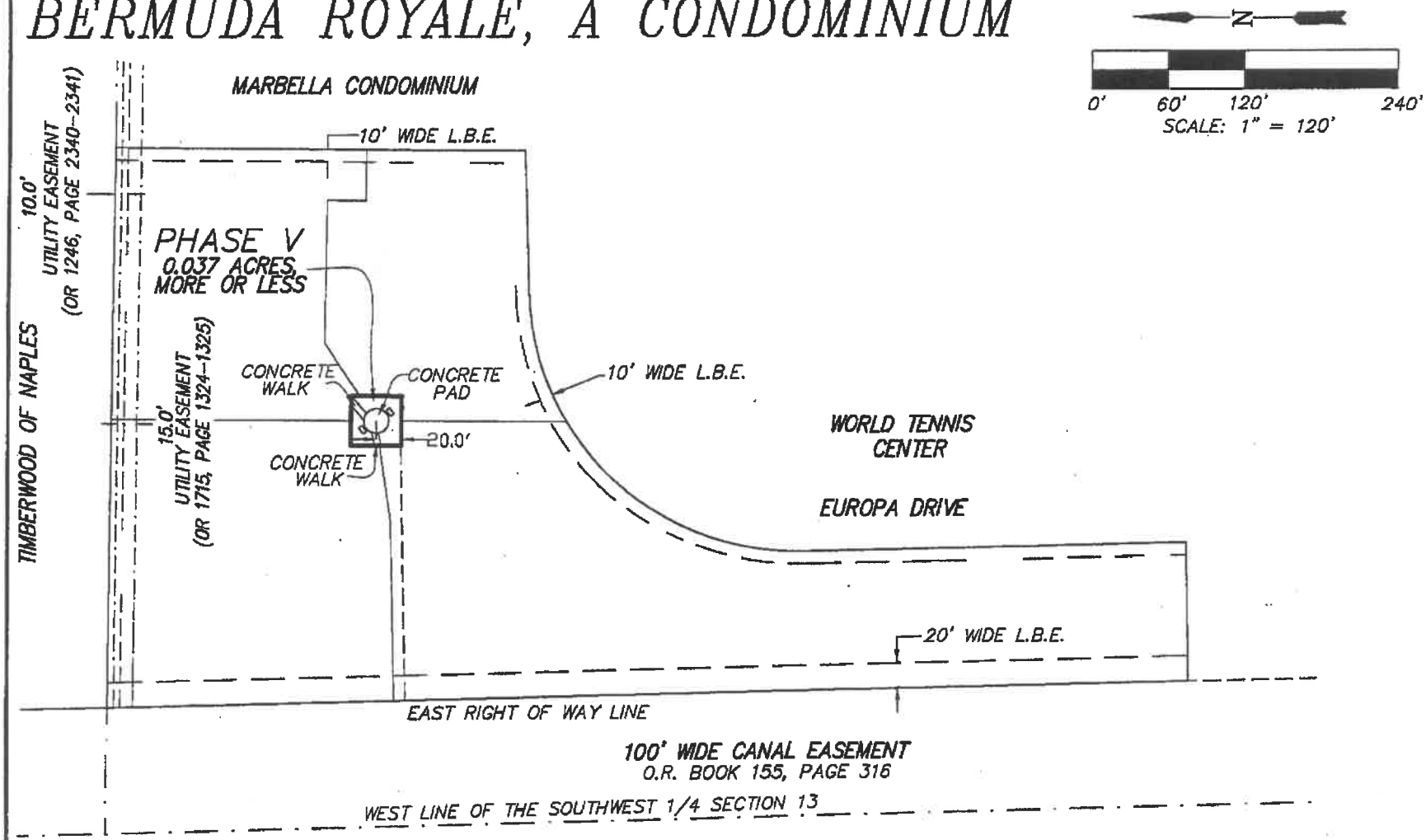
DATE: JANUARY, 2004 | DRAWING # B-2474-5A

OR: 3481 PG: 2334

Exhibit B - Page 9 of 10


G:\dwgs\projects\w tennis\dwg\condo\B-2474-5A.DWG, BNDRY SKETCH (2), 01/08/2004 03:39:59 PM, \\QGM-FS2\RICOH_26(

# BERMUDA ROYALE, A CONDOMINIUM




| | | |
|---|---|---|
| DRAWN BY: KJG | Q. GRADY MINOR AND ASSOCIATES, P.A. | PHASE V CONDOMINIUM PLOT PLAN |
| APPROVED BY: SVB | CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS | BERMUDA ROYALE, A CONDOMINIUM AT THE WORLD TENNIS CENTER |
| JOB CODE: WTCONDO | 3800 VIA DEL REY<br>BONITA SPRINGS, FLORIDA 34134 | SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST<br>COLLIER COUNTY, FLORIDA |
| SCALE: 1" = 120' | PHONE : (239) 947-1144 FAX : (239) 947-0375<br>CERTIFICATE OF AUTHORIZATION NUMBER LB 5151 | DATE: JANUARY, 2004 — DRAWING # [illegible]-2474-5A |

:\dwgs\projects\w tennis\dwg\condo\B-2474-5A.DWG, PLOT PLAN, 01/08/2004 03:52:56 PM, \\QGM-FS2\RICOH_2600N_Q

# Q. GRADY MINOR & ASSOCIATES, P.A.

Civil Engineers ▪ Land Surveyors ▪ Planners

Q. GRADY MINOR, P.E.
MARK W. MINOR, P.E.
C. DEAN SMITH, P.E.
DAVID W. SCHMITT, P.E.
MICHAEL J. DELATE, P.E.
NORMAN J. TREBILCOCK, A.I.C.P., P.E.
MATTHEW J. HERMANSON, P.E.

D. WAYNE ARNOLD, A.I.C.P.
ROBERT "BOB" THINNES, A.I.C.P.
THOMAS JACKSON GARRIS, P.S.M.
STEPHEN V. BURGESS, P.S.M.
MICHAEL L. HARMON, P.S.M.
ALAN V. ROSEMAN


OR: 3481 PG: 2336

## CERTIFICATE OF SURVEYOR
**Bermuda Royale , A Condominium**

I, Stephen V. Burgess of Lee County, Florida, hereby certify:

1. That I am a Professional Surveyor and Mapper holding certificate number 6408 authorized to practice in the State of Florida, as provided by the laws of the State.

2. That this certificate is made as to Phase No. V of Bermuda Royale, A Condominium, in compliance with Section 718.104(4)(e), Florida Statutes.

3. That the construction of the improvements within Bermuda Royale, A Condominium, comprising Phase No. V is substantially complete so that the material, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

4. That all planned improvements, including landscaping, utility services and access to each unit, and common-element facilities serving Phase V in which the units to be conveyed are located have been substantially completed.

Signed: 1-8-04

Stephen V. Burgess
Professional Surveyor and Mapper
State of Florida, License Number 6408



(239) 947-1144 ▪ FAX (239) 947-0375 ▪ E-Mail: engineering@gradyminor.com
3800 Via Del Rey ▪ Bonita Springs, Florida 34134-7569 ▪ EB/LB 0005151

**JOINDER OF MORTGAGEE**
**TO FIRST AMENDMENT TO DECLARATION**
**OF CONDOMINIUM**

The undersigned, FIFTH THIRD BANK, FLORIDA being the owner and holder of a Mortgage and Security Agreement from B.P. Devco, L.L.C., a Florida limited liability company, dated March 29, 2002 and recorded April 5, 2002, in Official Records Book 3013, Page 2115 *et seq.*, of the Public Records of Collier County, Florida; and Assignment of Leases and Rentals, dated March 29, 2002, and recorded April 5, 2002, in Official Records Book 3013, Page 2127 *et seq.*, Public Records of Collier County, Florida; and Mortgage Modification Agreement and Receipt of Future Advance recorded in Official Records Book 3175, Page 745, *et. seq.*, Public Records of Collier County, Florida; and Assignment of Rents, Leases and Profits, recorded in Official Records Book 3175, Page 749, *et seq.*, Public Records of Collier County, Florida, and related loan documents, does hereby consent to the recording of the foregoing First Amendment to Declaration of Condominium of Bermuda Royale, a Condominium, in the Public Records of Collier County, Florida.

Signed, sealed and delivered
in our presence as witnesses:

Nelsan K. Martony
(Print Name: Nelsan K. Martony)

Steven J. Mullersman
(Print Name: STEVEN J. MULLERSMAN)

Fifth Third Bank, Florida

By: Byron Scullin

Print Name: BYRON SCULLIN

Title: Assistant Vice President

STATE OF FLORIDA )
) ss.
COUNTY OF COLLIER )

The foregoing instrument was acknowledged before me this 6th day of JANUARY, 2004 by Byron Scullin, as Vice President of Fifth Third Bank, Florida, on behalf of said bank, who is personally known to me.

(SEAL)

DIANE EDWARDS
MY COMMISSION # CC 992586
EXPIRES: January 9, 2005
Bonded Thru Notary Public Underwriters

Diane Edwards
Notary Public, State of Florida
Commission Expires: 1-9-05

422509_1
105701.0003

3295659 OR: 3443 PG: 2791
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/14/2003 at 03:29PM DWIGHT E. BROCK, CLERK
REC FEE 96.00
COPIES 21.00
MISC 1.00
Retn:
ROETZEL & ANDRESS
850 PARK SHORE DR 3RD FLOOR
NAPLES FL 34103

1 - 4

This instrument was prepared by
and after recording return to:
C. Neil Gregory, Esq.
Roetzel & Andress, A Legal
Professional Association
850 Park Shore Drive
Trianon Centre, Third Floor
Naples, Florida 34103
(239) 649-6200

(space above this line for recording data)

# FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF BERMUDA ROYALE, A CONDOMINIUM

THIS AMENDMENT is dated this 10 day of NOVEMBER, 2003, by B.P. Devco, LLC, a Florida limited liability company (the "Developer").

WHEREAS, the Developer recorded a Declaration of Condominium for Bermuda Royale, a Condominium (the "Condominium"), in Official Records Book 3379, Pages 1769 through 1889, inclusive, of the Public Records of Collier County, Florida, as amended (the "Declaration").

WHEREAS, the Declaration reserves to the Developer, the right to add additional phases to the Condominium;

WHEREAS, the Developer has completed construction of the improvements comprising Phases III and IV of the Condominium as described in Exhibit "A-1" of the Declaration as originally recorded;

WHEREAS, the Developer wishes to amend said Declaration for the purpose of submitting additional lands comprising Phases III and IV to the Condominium form of ownership;

NOW THEREFORE, pursuant to Section 718.104 and 718.403 of the Florida Statutes and the rights reserved in the Declaration, the Developer hereby amends the Declaration as follows:

1. Developer hereby submits the land described on Exhibit "A" attached hereto ("Phases III and IV") to the Declaration and the condominium form of ownership and amends Exhibit "A" of the Declaration to include Phases III and IV.

2. Attached hereto and made a part hereof as Exhibit "B" is the Survey of Phases III and IV. Also included in Exhibit "B", is the plot plan, floor plans and graphic description of the improvements located within Phases III and IV.

3. Exhibit "B" to the Declaration is hereby amended by adding Exhibit "B" attached hereto.

4. The Declaration is hereby amended by adding the Surveyor's Certificate of Substantial Completion attached hereto which confirms the substantial completion of Phases III and IV.

5. With the addition of this phase, the total number of Units in the Condominium is 26 which Units are identified by the building number wherein they are located and the three digit Unit number both as shown on Exhibit "B". In accordance with the Declaration, the undivided share of the Common Elements appurtenant to each Unit and the proportion and manner of sharing Common Expenses and Owning Common Surplus for each Unit shall be 1/26.

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

Signed, sealed and delivered
in the presence of:

**B.P. DEVCO, LLC,**
a Florida limited liability company

Nelson K. Marteny
Witness Name: Nelson K. Marteny

Maria Diaz
Witness Name: Maria Diaz

By: _____
Steven J. Mullersman
Its: Manager

STATE OF FLORIDA )
) ss:
COUNTY OF COLLIER )

ACKNOWLEDGED before me this 10 day of November, 2003, by Steven J. Mullersman, as Manager of and on behalf of B.P. Devco, LLC, who (✓) is personally known to me or ( ) produced _____ as identification.

(SEAL)

Maria Diaz
NOTARY PUBLIC
Notary Name: Maria Diaz
My Commission Expires:

419017_1

Maria Diaz
MY COMMISSION # DD088398 EXPIRES
January 31, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

**JOINDER OF MORTGAGEE**
**TO FIRST AMENDMENT TO DECLARATION**
**OF CONDOMINIUM**

The undersigned, FIFTH THIRD BANK, FLORIDA being the owner and holder of a Mortgage and Security Agreement from B.P. Devco, L.L.C., a Florida limited liability company, dated March 29, 2002 and recorded April 5, 2002, in Official Records Book 3013, Page 2115 *et seq.*, of the Public Records of Collier County, Florida; and Assignment of Leases and Rentals, dated March 29, 2002, and recorded April 5, 2002, in Official Records Book 3013, Page 2127 *et seq.*, Public Records of Collier County, Florida; and Mortgage Modification Agreement and Receipt of Future Advance recorded in Official Records Book 3175, Page 745, *et. seq.*, Public Records of Collier County, Florida; and Assignment of Rents, Leases and Profits, recorded in Official Records Book 3175, Page 749, *et seq.*, Public Records of Collier County, Florida, and related loan documents, does hereby consent to the recording of the foregoing First Amendment to Declaration of Condominium of Bermuda Royale, a Condominium, in the Public Records of Collier County, Florida.

Signed, sealed and delivered
in our presence as witnesses:

Cynthia Blake
(Print Name: CHRISTINA BLAKE)

Patricia L. Horning
(Print Name: Patricia L. Horning)

Fifth Third Bank, Florida

By: Byron Scullin

Print Name: BYRON SCULLIN

Title: assistant Vice President

STATE OF FLORIDA )
) ss.
COUNTY OF COLLIER )

The foregoing instrument was acknowledged before me this 10th day of November, 2003 by Byron Scullin, as Vice President (Assistant) of Fifth Third Bank, Florida, on behalf of said bank, who is personally known to me.

(SEAL)

PATRICIA L. HORNING
Commission # DD0184890
Expires 2/18/2007
Bonded through
(800-432-4254) Florida Notary Assn., Inc.

Patricia L. Horning
Notary Public, State of Florida
Commission Expires: 2-18-2007

419017_1

# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE

OR: 3443 PG: 2794

## PROPERTY DESCRIPTION PHASE III

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE RUN SOUTH 89°17'14" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 100.05 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF A 100 FOOT WIDE COUNTY CANAL AS RECORDED IN OFFICIAL RECORDS BOOK 155 AT PAGE 316 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN NORTH 01°09'42" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 451.38 FEET; THENCE RUN NORTH 88°50'18" EAST FOR A DISTANCE OF 110.46 FEET; THENCE RUN NORTH 01°09'42" WEST FOR A DISTANCE OF 301.42 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTHEAST, WHOSE RADIUS POINT BEARS NORTH 88°50'16" EAST, A DISTANCE OF 214.95 FEET THEREFROM; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 214.95 FEET, THROUGH A CENTRAL ANGLE OF 60°20'40", SUBTENDED BY A CHORD OF 216.07 FEET AT A BEARING OF NORTH 29°00'36" EAST, FOR AN ARC LENGTH OF 226.39 FEET TO THE END OF SAID CURVE AND THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN NORTH 00°33'29" EAST FOR A DISTANCE OF 131.06 FEET; THENCE RUN SOUTH 89°26'31" EAST FOR A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 00°33'29" EAST FOR A DISTANCE OF 33.44 FEET; THENCE RUN NORTH 56°39'43" EAST FOR A DISTANCE OF 50.41 FEET; THENCE RUN SOUTH 89°26'31" EAST FOR A DISTANCE OF 112.66 FEET; THENCE RUN SOUTH 00°33'29" WEST FOR A DISTANCE OF 30.50 FEET; THENCE RUN SOUTH 89°26'31" EAST FOR A DISTANCE OF 40.67 FEET; THENCE RUN SOUTH 00°33'29" WEST FOR A DISTANCE OF 125.85 FEET; THENCE RUN SOUTH 88°00'00" WEST FOR A DISTANCE OF 112.96 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTH, WHOSE RADIUS POINT BEARS SOUTH 02°00'02" EAST, A DISTANCE OF 214.95 FEET THEREFROM; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 214.95 FEET, THROUGH A CENTRAL ANGLE OF 28°49'02", SUBTENDED BY A CHORD OF 106.97 FEET AT A BEARING OF SOUTH 73°35'27" WEST, FOR AN ARC LENGTH OF 108.11 FEET TO THE END OF SAID CURVE AND THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED, CONTAINING 0.746 ACRES, MORE OR LESS.

SHEET 1 OF 3

| | | |
|---|---|---|
| DRAWN: KJG | Q. GRADY MINOR AND ASSOCIATES, P.A. | PHASE III BOUNDARY SURVEY |
| APPROVED BY: SVB | CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS<br>3800 VIA DEL REY<br>BONITA SPRINGS, FLORIDA 34134 | BERMUDA ROYALE, A CONDOMINIUM<br>AT THE WORLD TENNIS CENTER<br>SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST<br>COLLIER COUNTY, FLORIDA |
| JOB CODE: WTCONDO | PHONE : (239) 947-1144 FAX : (239) 947-0376<br>CERTIFICATE OF AUTHORIZATION NUMBER LB 5161 | DATE: NOVEMBER, 2003 / DRAWING # B-2474-3A |
| SCALE: N/A | | |

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# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE

OR: 3443 PG: 2795

## PROPERTY DESCRIPTION PHASE IV

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE RUN SOUTH 89°17'14" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 100.05 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF A 100 FOOT WIDE COUNTY CANAL AS RECORDED IN OFFICIAL RECORDS BOOK 155 AT PAGE 316 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN NORTH 01°09'42" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1,306.44 FEET; THENCE RUN SOUTH 89°26'31" EAST FOR A DISTANCE OF 229.96 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE SOUTH 89°26'31" EAST , FOR A DISTANCE OF 215.17 FEET; THENCE RUN SOUTH 00°33'29" WEST FOR A DISTANCE OF 198.00 FEET; THENCE RUN NORTH 89°26'31" WEST FOR A DISTANCE OF 40.67 FEET; THENCE RUN NORTH 00°33'29" EAST FOR A DISTANCE OF 30.50 FEET; THENCE RUN NORTH 89°26'31" WEST FOR A DISTANCE OF 112.66 FEET; THENCE RUN SOUTH 56°39'43" WEST FOR A DISTANCE OF 50.41 FEET; THENCE RUN NORTH 00°33'29" EAST FOR A DISTANCE OF 6.56 FEET; THENCE RUN NORTH 89°26'31" WEST FOR A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 00°33'29" EAST FOR A DISTANCE OF 189.05 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED, CONTAINING 0.879 ACRES, MORE OR LESS.



| | | |
|---|---|---|
| DRAWN: KJC | Q. GRADY MINOR AND ASSOCIATES, P.A. | PHASE IV BOUNDARY SURVEY |
| APPROVED BY: SVB | CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS<br>3800 VIA DEL REY<br>BONITA SPRINGS, FLORIDA 34134 | BERMUDA ROYALE, A CONDOMINIUM<br>AT THE WORLD TENNIS CENTER<br>SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST<br>COLLIER COUNTY, FLORIDA |
| JOB CODE: WTCONDO | PHONE : (239) 947-1144 FAX : (239) 947-0376<br>CERTIFICATE OF AUTHORIZATION NUMBER LB 5151 | DATE: NOVEMBER, 2003 |
| SCALE: N/A | | DRAWING # B-2474-4A |



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# Q. GRADY MINOR & ASSOCIATES, P.A.

Civil Engineers ▪ Land Surveyors ▪ Planners

Q. GRADY MINOR, P.E.
MARK W. MINOR, P.E.
C. DEAN SMITH, P.E.
DAVID W. SCHMITT, P.E.
MICHAEL J. DELATE, P.E.
NORMAN J. TREBILCOCK, A.I.C.P., P.E.
MATTHEW J. HERMANSON, P.E.

D. WAYNE ARNOLD, A.I.C.P.
ROBERT "BOB" THINNES, A.I.C.P.
THOMAS JACKSON GARRIS, P.S.M.
STEPHEN V. BURGESS, P.S.M.
MICHAEL L. HARMON, P.S.M.
ALAN V. ROSEMAN


OR: 3443 PG: 2796

## CERTIFICATE OF SURVEYOR
**Bermuda Royale, A Condominium**

I, Stephen V. Burgess of Lee County, Florida, hereby certify:

1. That I am a Professional Surveyor and Mapper holding certificate number 6408 authorized to practice in the State of Florida, as provided by the laws of the State.

2. That this certificate is made as to Phase No. IV of Bermuda Royale, A Condominium, in compliance with Section 718.104(4)(e), Florida Statutes.

3. That the construction of the improvements within Bermuda Royale, A Condominium, comprising Phase No. IV is substantially complete so that the material, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

4. That all planned improvements, including landscaping, utility services and access to each unit, and common-element facilities serving Phase IV in which the units to be conveyed are located have been substantially completed.

Signed: 11-5-03

Stephen V. Burgess
Professional Surveyor and Mapper
State of Florida, License Number 6408



(239) 947-1144 ▪ FAX (239) 947-0375 ▪ E-Mail: engineering@gradyminor.com
3800 Via Del Rey ▪ Bonita Springs, Florida 34134-7569 ▪ EB/LB 0005151

OR: 3443 PG: 2797

# PROPERTY DESCRIPTION PHASE III

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE RUN SOUTH 89°17'14" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 100.05 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF A 100 FOOT WIDE COUNTY CANAL AS RECORDED IN OFFICIAL RECORDS BOOK 155 AT PAGE 316 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN NORTH 01°09'42" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 451.38 FEET; THENCE RUN NORTH 88°50'18" EAST FOR A DISTANCE OF 110.46 FEET; THENCE RUN NORTH 01°09'42" WEST FOR A DISTANCE OF 301.42 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTHEAST, WHOSE RADIUS POINT BEARS NORTH 88°50'16" EAST, A DISTANCE OF 214.95 FEET THEREFROM; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 214.95 FEET, THROUGH A CENTRAL ANGLE OF 60°20'40", SUBTENDED BY A CHORD OF 216.07 FEET AT A BEARING OF NORTH 29°00'36" EAST, FOR AN ARC LENGTH OF 226.39 FEET TO THE END OF SAID CURVE AND THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN NORTH 00°33'29" EAST FOR A DISTANCE OF 131.06 FEET; THENCE RUN SOUTH 89°26'31" EAST FOR A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 00°33'29". EAST FOR A DISTANCE OF 33.44 FEET; THENCE RUN NORTH 56°39'43" EAST FOR A DISTANCE OF 50.41 FEET; THENCE RUN SOUTH 89°26'31" EAST FOR A DISTANCE OF 112.66 FEET; THENCE RUN SOUTH 00°33'29" WEST FOR A DISTANCE OF 30.50 FEET; THENCE RUN SOUTH 89°26'31" EAST FOR A DISTANCE OF 40.67 FEET; THENCE RUN SOUTH 00°33'29" WEST FOR A DISTANCE OF 125.85 FEET; THENCE RUN SOUTH 88°00'00" WEST FOR A DISTANCE OF 112.96 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTH, WHOSE RADIUS POINT BEARS SOUTH 02°00'02" EAST, A DISTANCE OF 214.95 FEET THEREFROM; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 214.95 FEET, THROUGH A CENTRAL ANGLE OF 28°49'02", SUBTENDED BY A CHORD OF 106.97 FEET AT A BEARING OF SOUTH 73°35'27" WEST, FOR AN ARC LENGTH OF 108.11 FEET TO THE END OF SAID CURVE AND THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED, CONTAINING 0.746 ACRES, MORE OR LESS.



| | | |
|---|---|---|
| DRAWN: KJG | Q. GRADY MINOR AND ASSOCIATES, P.A. | PHASE III BOUNDARY SURVEY |
| APPROVED BY: SVB | CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS<br>3800 VIA DEL REY<br>BONITA SPRINGS, FLORIDA 34134 | BERMUDA ROYALE, A CONDOMINIUM<br>AT THE WORLD TENNIS CENTER<br>SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST<br>COLLIER COUNTY, FLORIDA |
| JOB CODE: WTCONDO | PHONE : (239) 947-1144 FAX : (239) 947-0376<br>CERTIFICATE OF AUTHORIZATION NUMBER LB 6161 | DATE: NOVEMBER, 2003 / DRAWING # B-2474-3A |
| SCALE: N/A | | |

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# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE

OR: 3443 PG: 2798

## NOTES

1. BEARINGS SHOWN HEREON REFER TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, AS BEING S 89°17'14" E.
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD.
3. IMPROVEMENTS OTHER THAN THOSE SHOWN WERE NOT LOCATED.
4. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
6. ENVIRONMENTAL CONCERNS, ENDANGERED WILDLIFE AND JURISDICTIONAL WETLANDS, IF ANY, HAVE NOT BEEN SHOWN ON THIS SURVEY.
7. THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE X, HAVING NO BASE FLOOD ELEVATION PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP # 120067 385 D, DATED JUNE 3, 1986.
8. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
9. THE FIELD SURVEY FOR THIS LOT WAS PERFORMED ON 8/11/03.
10. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.
11. THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS OR FREEDOM OF ENCUMBRANCES.

11-5-03

SIGNED

STEPHEN V. BURGESS, P.S.M. #6408
STATE OF FLORIDA

STATE OF FLORIDA STEPHEN V. BURGESS 6408

| | | |
|---|---|---|
| SHEET 2 OF 3 | Q. GRADY MINOR AND ASSOCIATES, P.A. | PHASE III BOUNDARY SURVEY |
| DRAWN: JWS | CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS | BERMUDA ROYALE, A CONDOMINIUM AT THE WORLD TENNIS CENTER |
| APPROVED BY: EVS | 3800 VIA DEL REY | SECTION 13, TOWNSHIP 49 SOUTH, RANGE 26 EAST |
| JOB CODE: WTCONDO | BONITA SPRINGS, FLORIDA 34134 | COLLIER COUNTY, FLORIDA |
| SCALE: N/A | PHONE : (239) 947-1144 FAX : (239) 947-0375 | DATE: NOVEMBER, 2003 |
| | CERTIFICATE OF AUTHORIZATION NUMBER LB 5151 | DRAWING # B-2474-3A |



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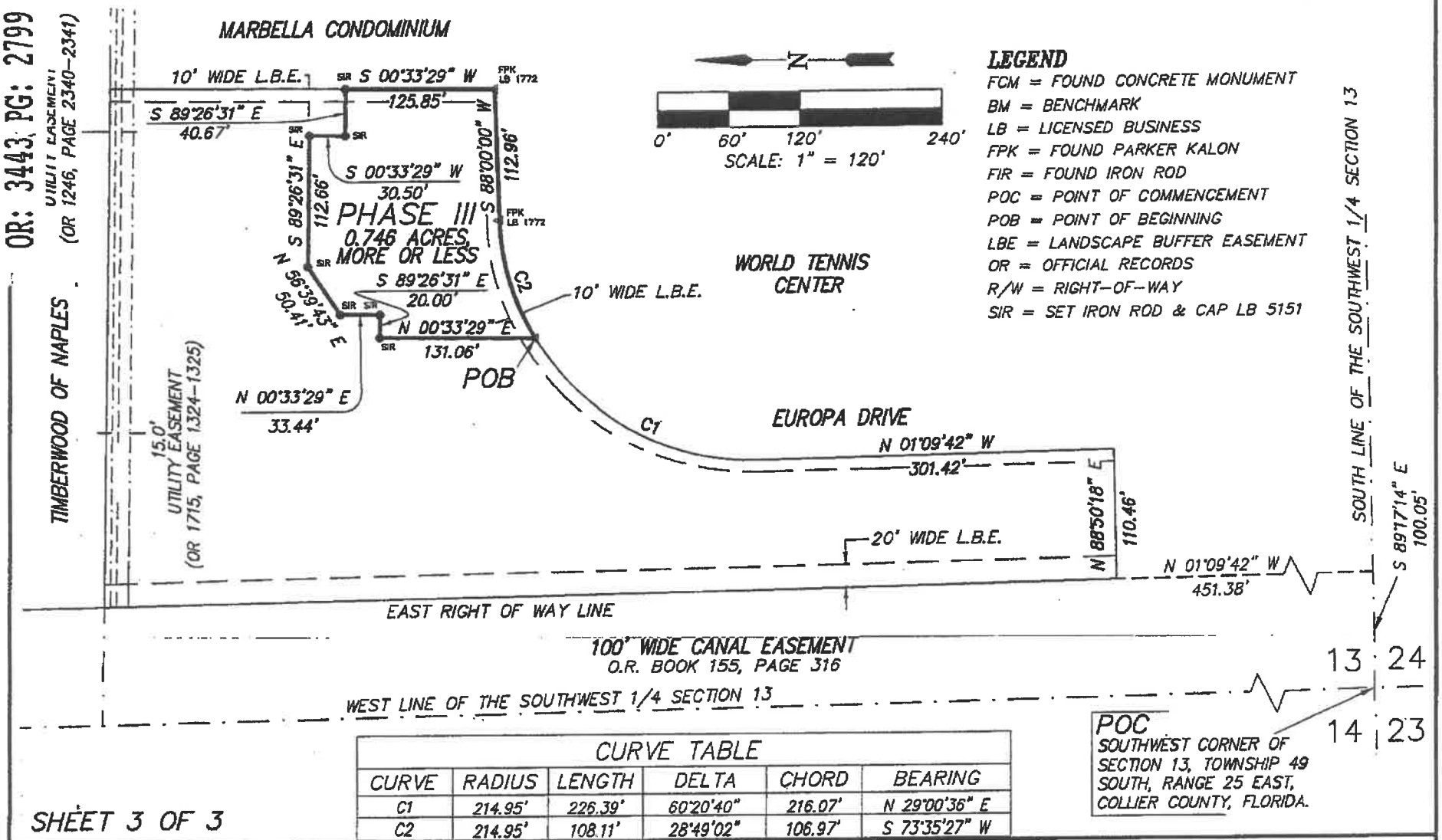
# BERMUDA ROYALE, A CONDOMINIUM






**LEGEND**

- FCM = FOUND CONCRETE MONUMENT
- BM = BENCHMARK
- LB = LICENSED BUSINESS
- FPK = FOUND PARKER KALON
- FIR = FOUND IRON ROD
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- LBE = LANDSCAPE BUFFER EASEMENT
- OR = OFFICIAL RECORDS
- R/W = RIGHT-OF-WAY
- SIR = SET IRON ROD & CAP LB 5151

**POC**
SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA.

## CURVE TABLE

| CURVE | RADIUS | LENGTH | DELTA | CHORD | BEARING |
|---|---|---|---|---|---|
| C1 | 214.95' | 226.39' | 60°20'40" | 216.07' | N 29°00'36" E |
| C2 | 214.95' | 108.11' | 28°49'02" | 106.97' | S 73°35'27" W |

SHEET 3 OF 3

DRAWN BY: KJG
APPROVED BY: SVB
JOB CODE: WTCONDO
SCALE: 1" = 120'

Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ■ LAND SURVEYORS ■ PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PHONE : (239) 947-1144 FAX : (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

PHASE III BOUNDARY SURVEY

**BERMUDA ROYALE, A CONDOMINIUM**
**AT THE WORLD TENNIS CENTER**
SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST
COLLIER COUNTY, FLORIDA

DATE: NOVEMBER, 2003

DRAWING # B-2474-3A

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OR: 3443 PG: 2800

# BERMUDA ROYALE, A CONDOMINIUM

MARBELLA CONDOMINIUM

TIMBERWOOD OF NAPLES

PHASE II

PHASE IV

PHASE III

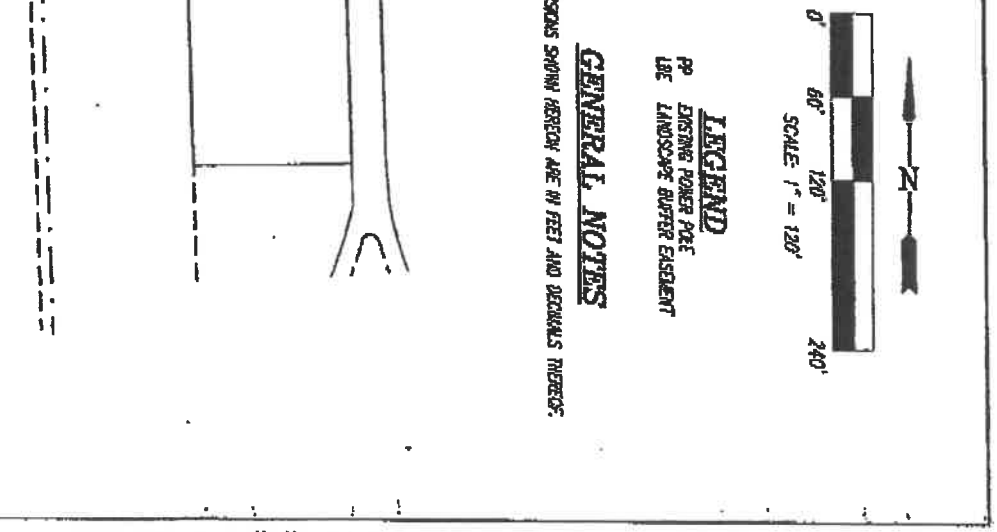
PHASE I

EAST RIGHT OF WAY LINE

100' WIDE CANAL EASEMENT
O.R. BOOK 155, PAGE 316

EUROPA DRIVE

WORLD TENNIS CENTER




**LEGEND**

PP EXISTING POWER POLE
LBE LANDSCAPE BUFFER EASEMENT

**GENERAL NOTES**

1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

* AS-BUILT*

| | |
|---|---|
| DRAWN BY: JWS | Q. GRADY MINOR AND ASSOCIATES, P.A. |
| APPROVED BY: SVB | CIVIL ENGINEERS ■ LAND SURVEYORS ■ PLANNERS |
| JOB CODE: WTCONDO | 3800 VIA DEL REY |
| SCALE: 1" = 120' | BONITA SPRINGS, FLORIDA 34134 |
| | PHONE : (239) 947-1144 FAX : (239) 947-0376 |
| | CERTIFICATE OF AUTHORIZATION NUMBER LB 5151 |

PHASE III CONDOMINIUM PLOT PLAN

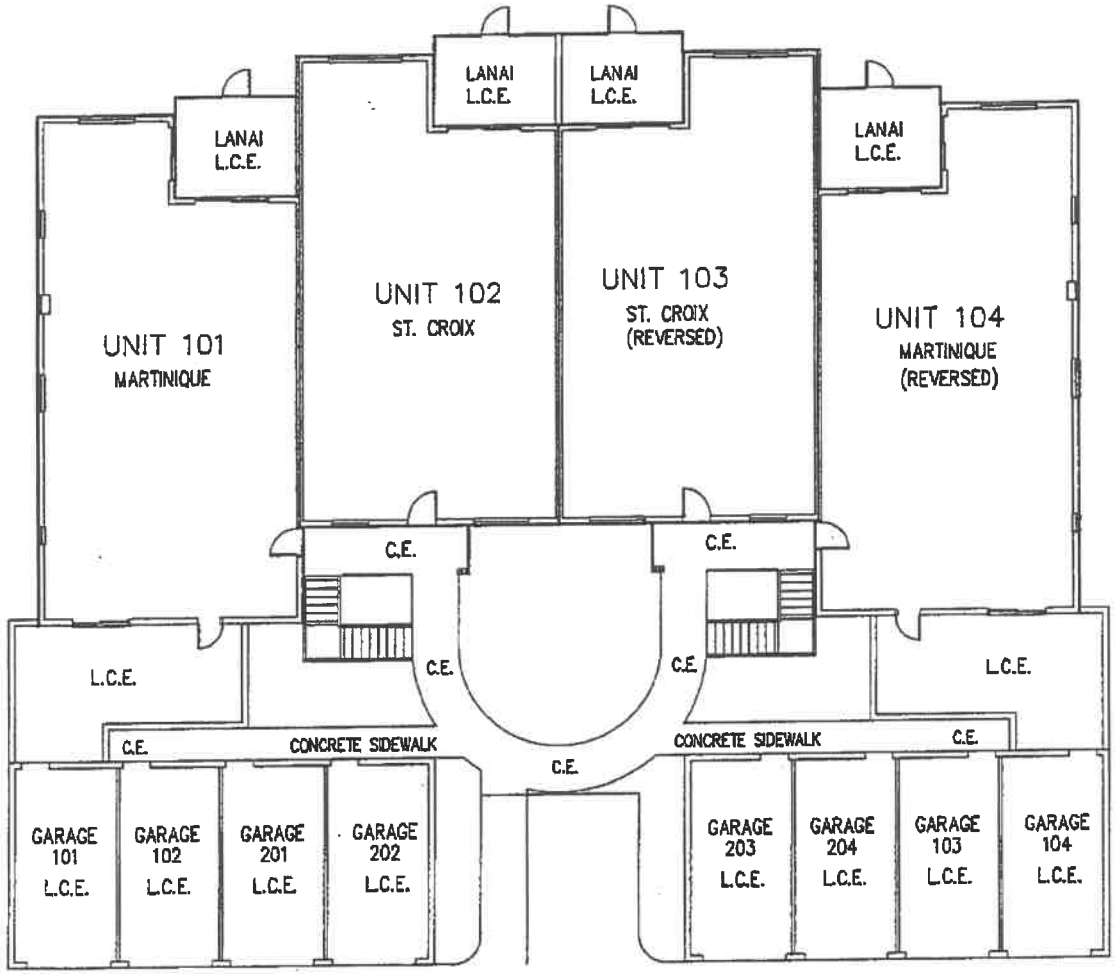
BERMUDA ROYALE, A CONDOMINIUM
AT THE WORLD TENNIS CENTER
SECTION 13, TOWNSHIP 48 SOUTH, RANGE 25 EAST
COLLIER COUNTY, FLORIDA

DATE: NOVEMBER, 2003

DRAWING # B-2474-3A

CONDOMINIUM BOOK PAGE

# BERMUDA ROYALE, A CONDOMINIUM




C.E. COMMON ELEMENT
L.C.E. LIMITED COMMON ELEMENT
HEAVY LINE INDICATE UNIT BOUNDARIES
D = DRIVEWAY TO GARAGE (L.C.E.)

DISTANCES ARE IN FEET AND DECIMALS THEREOF.
ARCHITECTURAL DESIGN BY: ANDREW CONLYN
THIS INSTRUMENT PREPARED BY: Q. GRADY MINOR AND ASSOCIATES, P.A.

## FIRST FLOOR PLAN
## 8-UNIT TYPE "B2"
## PHASES III , BUILDING 3

SCALE: 1" = 20'
0' 10' 20' 30' 40'
THIS EXHIBIT MAY HAVE BEEN REDUCED

BERMUDA ROYALE, A CONDOMINIUM
SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST,
COLLIER COUNTY, FLORIDA

Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PHONE : (239) 947-1144 FAX : (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

CONDOMINIUM EXHIBIT B

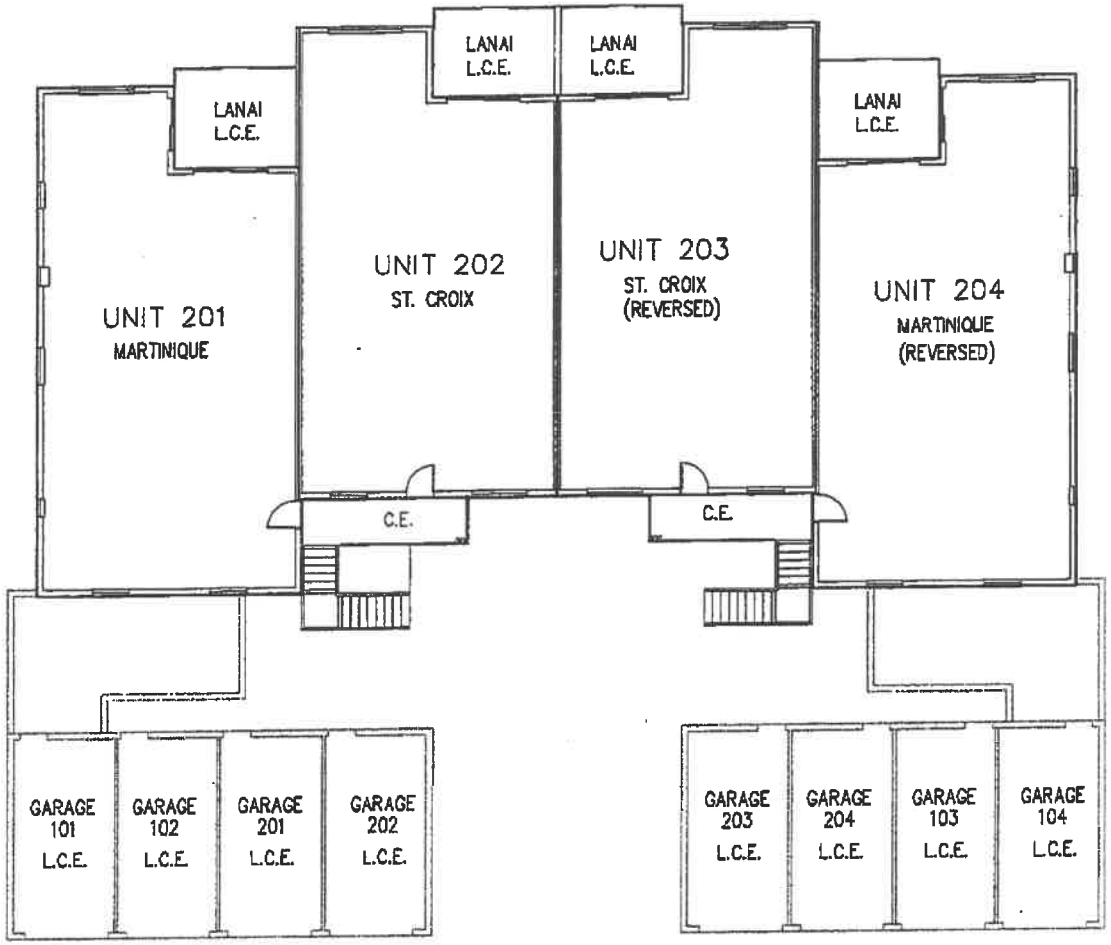
FIRST FLOOR PLAN
EIGHT UNIT TYPE "B2"

DATE: NOVEMBER, 2003 | JOB CODE: WTCONDO | DRAWING # B-2474-2A

# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE

OR: 3443 PG: 2802




C.E. COMMON ELEMENT
L.C.E. LIMITED COMMON ELEMENT
HEAVY LINE INDICATE UNIT BOUNDARIES
D = DRIVEWAY TO GARAGE (L.C.E.)

DISTANCES ARE IN FEET AND DECIMALS THEREOF.
ARCHITECTURAL DESIGN BY: ANDREW CONLYN
THIS INSTRUMENT PREPARED BY: Q. GRADY MINOR AND ASSOCIATES, P.A.

## SECOND FLOOR PLAN
## 8-UNIT TYPE "B2"
## PHASES III, BUILDING 3

SCALE: 1" = 20'
0' 10' 20' 30' 40'
THIS EXHIBIT MAY HAVE BEEN REDUCED

* AS-BUILT *

EXHIBIT "B" PAGE 7 OF 16

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BERMUDA ROYALE, A CONDOMINIUM
SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST,
COLLIER COUNTY, FLORIDA


Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PHONE : (239) 947-1144 FAX : (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151


CONDOMINIUM EXHIBIT B

SECOND FLOOR PLAN
EIGHT UNIT TYPE "B2"

DATE: NOVEMBER, 2003 | JOB CODE: WTCONDO | DRAWING # B-2474-2A

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OR: 3443 PG: 2803

CONDOMINIUM BOOK PAGE

# BERMUDA ROYALE, A CONDOMINIUM

## FRONT ELEVATION
## 8-UNIT TYPE "B2"
## PHASES III, BUILDING 3

C.E. COMMON ELEMENT
L.C.E. LIMITED COMMON ELEMENT
HEAVY LINE INDICATE UNIT BOUNDARIES
D = DRIVEWAY TO GARAGE (L.C.E.)

DISTANCES ARE IN FEET AND DECIMALS THEREOF.
ARCHITECTURAL DESIGN BY: ANDREW CONLYN
THIS INSTRUMENT PREPARED BY: Q. GRADY MINOR AND ASSOCIATES, P.A.

* AS-BUILT *

BERMUDA ROYALE, A CONDOMINIUM
SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST,
COLLIER COUNTY, FLORIDA

Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PHONE : (239) 947-1144 FAX : (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

CONDOMINIUM EXHIBIT B

FRONT ELEVATION
TEN UNIT TYPE "B2"

DATE: NOVEMBER, 2003 | JOB CODE: WTCONDO | DRAWING # B-2474-2A

Q. GRADY MINOR & ASSOCIATES, P.A.
Civil Engineers ▪ Land Surveyors ▪ Planners

Q. GRADY MINOR, P.E.
MARK W. MINOR, P.E.
C. DEAN SMITH, P.E.
DAVID W. SCHMITT, P.E.
MICHAEL J. DELATE, P.E.
NORMAN J. TREBILCOCK, A.I.C.P., P.E.
MATTHEW J. HERMANSON, P.E.

D. WAYNE ARNOLD, A.I.C.P.
ROBERT "BOB" THINNES, A.I.C.P.
THOMAS JACKSON GARRIS, P.S.M.
STEPHEN V. BURGESS, P.S.M.
MICHAEL L. HARMON, P.S.M.
ALAN V. ROSEMAN

OR: 3443 PG: 2804

**CERTIFICATE OF SURVEYOR**
**Bermuda Royale, A Condominium**

I, Stephen V. Burgess of Lee County, Florida, hereby certify:

1. That I am a Professional Surveyor and Mapper holding certificate number 6408 authorized to practice in the State of Florida, as provided by the laws of the State.

2. That this certificate is made as to Phase No. III of Bermuda Royale, A Condominium, in compliance with Section 718.104(4)(e), Florida Statutes.

3. That the construction of the improvements within Bermuda Royale, A Condominium, comprising Phase No. III is substantially complete so that the material, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

4. That all planned improvements, including landscaping, utility services and access to each unit, and common-element facilities serving Phase III in which the units to be conveyed are located have been substantially completed.

Signed: 11-5-03

Stephen V. Burgess
Professional Surveyor and Mapper
State of Florida, License Number 6408



(239) 947-1144 ▪ FAX (239) 947-0375 ▪ E-Mail: engineering@gradyminor.com
3800 Via Del Rey ▪ Bonita Springs, Florida 34134-7569 ▪ EB/LB 0005151

OR: 3443 PG: 2805

# PROPERTY DESCRIPTION PHASE IV

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE RUN SOUTH 89°17'14" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 100.05 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF A 100 FOOT WIDE COUNTY CANAL AS RECORDED IN OFFICIAL RECORDS BOOK 155 AT PAGE 316 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN NORTH 01°09'42" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1,306.44 FEET; THENCE RUN SOUTH 89°26'31" EAST FOR A DISTANCE OF 229.96 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE SOUTH 89°26'31" EAST , FOR A DISTANCE OF 215.17 FEET; THENCE RUN SOUTH 00°33'29" WEST FOR A DISTANCE OF 198.00 FEET; THENCE RUN NORTH 89°26'31" WEST FOR A DISTANCE OF 40.67 FEET; THENCE RUN NORTH 00°33'29" EAST FOR A DISTANCE OF 30.50 FEET; THENCE RUN NORTH 89°26'31" WEST FOR A DISTANCE OF 112.66 FEET; THENCE RUN SOUTH 56°39'43" WEST FOR A DISTANCE OF 50.41 FEET; THENCE RUN NORTH 00°33'29" EAST FOR A DISTANCE OF 6.56 FEET; THENCE RUN NORTH 89°26'31" WEST FOR A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 00°33'29" EAST FOR A DISTANCE OF 189.05 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED, CONTAINING 0.879 ACRES, MORE OR LESS.



| | | |
|---|---|---|
| DRAWN: KJC | Q. GRADY MINOR AND ASSOCIATES, P.A. | PHASE IV BOUNDARY SURVEY |
| APPROVED BY: SVB | CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS<br>3800 VIA DEL REY<br>BONITA SPRINGS, FLORIDA 34134 | BERMUDA ROYALE, A CONDOMINIUM<br>AT THE WORLD TENNIS CENTER<br>SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST<br>COLLIER COUNTY, FLORIDA |
| JOB CODE: WTCONDO | PHONE : (239) 947-1144 FAX : (239) 947-0375<br>CERTIFICATE OF AUTHORIZATION NUMBER LB 5161 | DATE: NOVEMBER, 2003 / DRAWING # B-2474-4A |
| SCALE: N/A | | |

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# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE

OR: 3443 PG: 2806

## NOTES

1. BEARINGS SHOWN HEREON REFER TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST, AS BEING S 89°17'14" E.
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD.
3. IMPROVEMENTS OTHER THAN THOSE SHOWN WERE NOT LOCATED.
4. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
6. ENVIRONMENTAL CONCERNS, ENDANGERED WILDLIFE AND JURISDICTIONAL WETLANDS, IF ANY, HAVE NOT BEEN SHOWN ON THIS SURVEY.
7. THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE X, HAVING NO BASE FLOOD ELEVATION PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP # 120067 385 D, DATED JUNE 3, 1986.
8. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
9. THE FIELD SURVEY FOR THIS LOT WAS PERFORMED ON 8/11/03.
10. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.
11. THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS OR FREEDOM OF ENCUMBRANCES.

11-5-03

SIGNED: _____

STEPHEN V. BURGESS, P.S.M. #6408
STATE OF FLORIDA

| | | |
|---|---|---|
| SHEET 2 OF 3 | Q. GRADY MINOR AND ASSOCIATES, P.A. | PHASE III BOUNDARY SURVEY |
| DRAWN: JVS | CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS | BERMUDA ROYALE, A CONDOMINIUM AT THE WORLD TENNIS CENTER |
| APPROVED BY: EVS | 3800 VIA DEL REY BONITA SPRINGS, FLORIDA 34134 | SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST COLLIER COUNTY, FLORIDA |
| JOB CODE: WTCONDO | PHONE : (239) 947-1144 FAX : (239) 947-0375 | DATE: NOVEMBER, 2003 |
| SCALE: N/A | CERTIFICATE OF AUTHORIZATION NUMBER LB 5151 | DRAWING # B-2474-3A |



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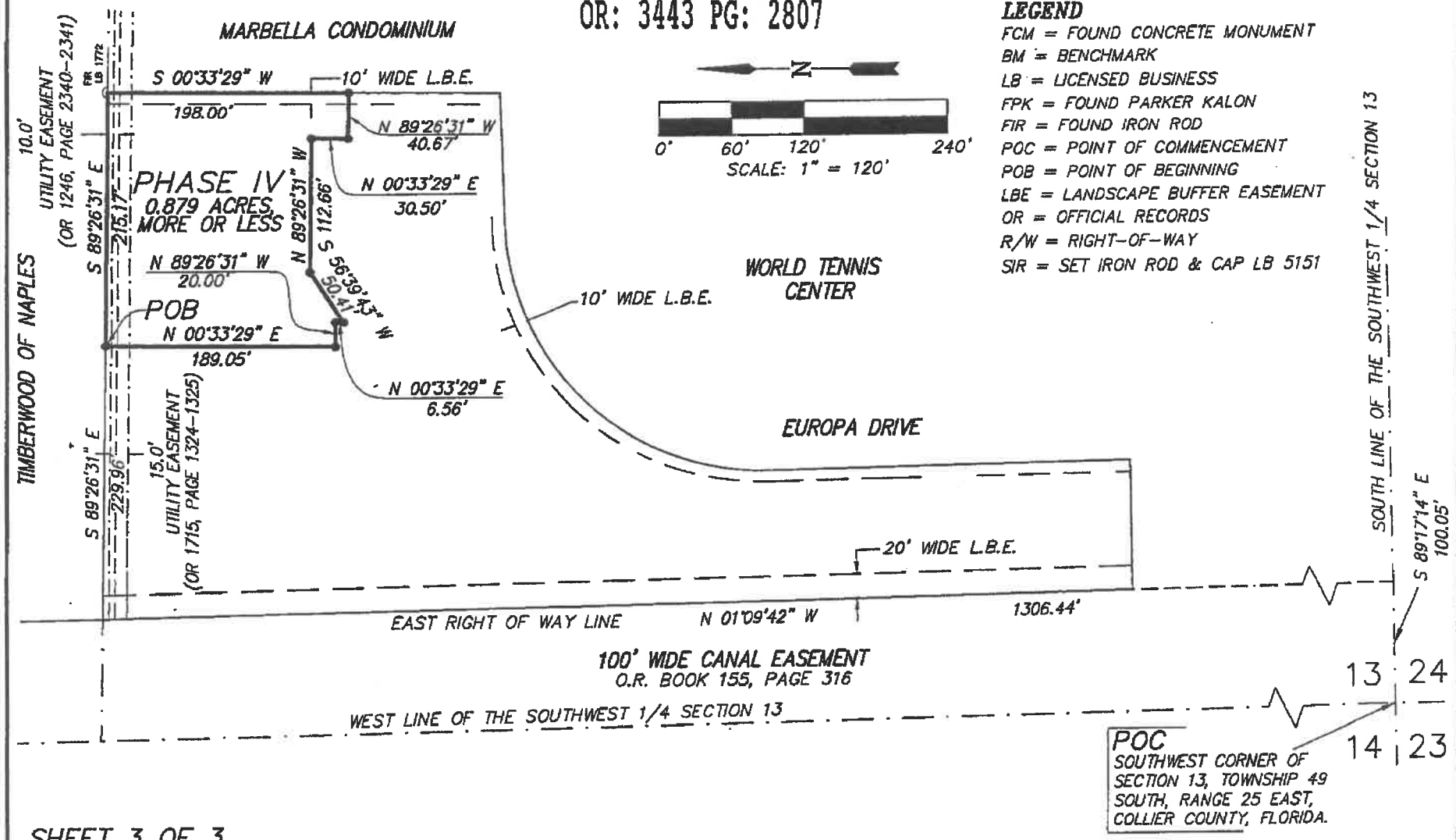
# BERMUDA ROYALE, A CONDOMINIUM

OR: 3443 PG: 2807




**LEGEND**

- FCM = FOUND CONCRETE MONUMENT
- BM = BENCHMARK
- LB = LICENSED BUSINESS
- FPK = FOUND PARKER KALON
- FIR = FOUND IRON ROD
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- LBE = LANDSCAPE BUFFER EASEMENT
- OR = OFFICIAL RECORDS
- R/W = RIGHT-OF-WAY
- SIR = SET IRON ROD & CAP LB 5151

SHEET 3 OF 3

| | |
|---|---|
| DRAWN BY: KJG | |
| APPROVED BY: SVB | |
| JOB CODE: WTCONDO | |
| SCALE: 1"= 120' | |


Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PHONE : (239) 947-1144 FAX : (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151


**PHASE IV BOUNDARY SURVEY**

**BERMUDA ROYALE, A CONDOMINIUM AT THE WORLD TENNIS CENTER**

SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST
COLLIER COUNTY, FLORIDA

DATE: NOVEMBER, 2003 | DRAWING # B-2474-4A

EXHIBIT "B" PAGE 12 OF 16

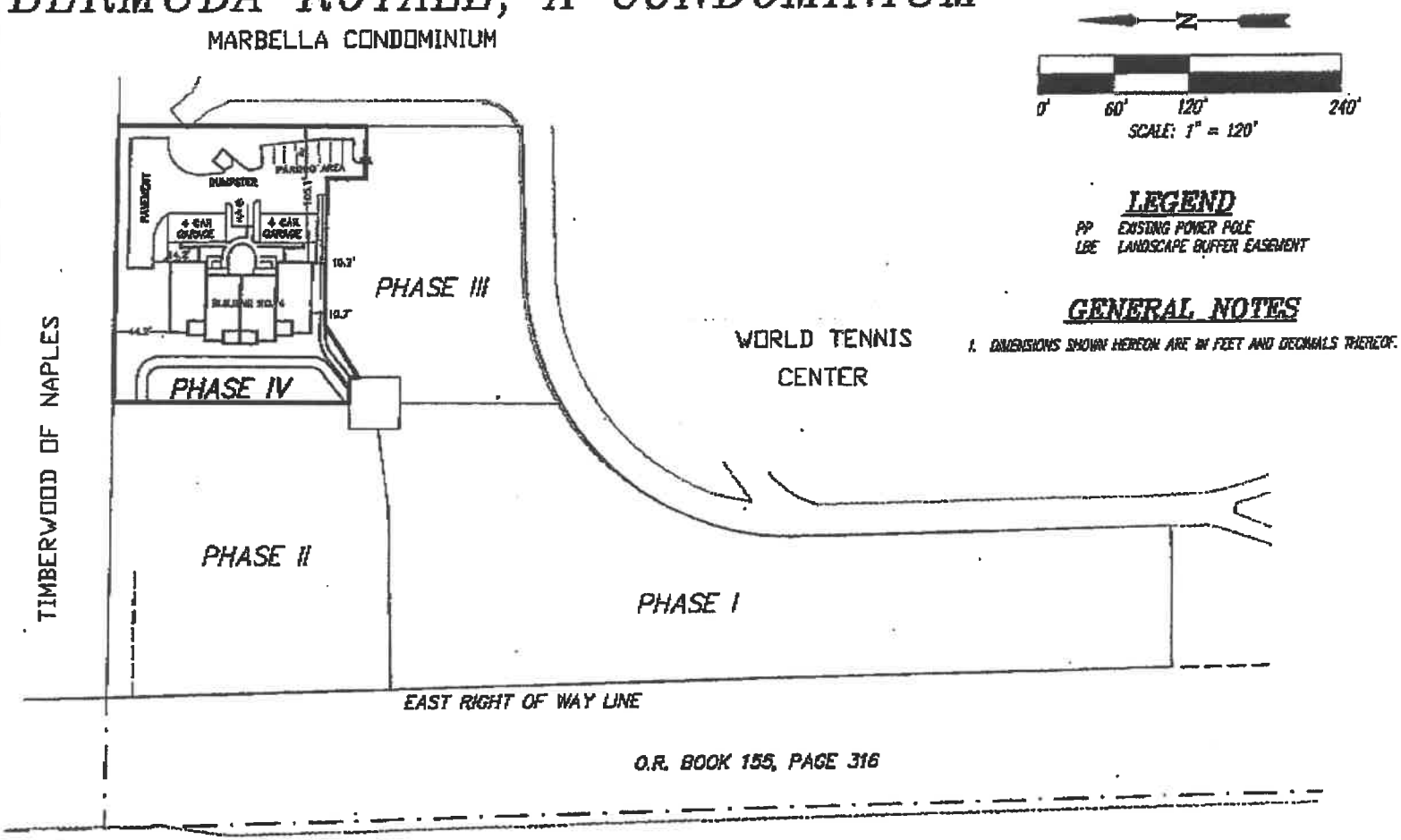
C:\dwgs\projects\w tennis\dwg\condo\B-2474-4A.DWG, BNDRY SKETCH (2), 11/05/2003 11:15:17 AM, \\QSM-FS2\RICOH_260

11/07/2003 FRI 11:02 FAX 239 947 6783 grady minor & assc. 002/002

J:\dwgs\projects\w tennis\dwg\condo\B-2474-4A.DWG, PLOT PLAN (4), 11/06/2003 04:11:23 PM, \\QGM-FS2\RICOH_2600N_C

# BERMUDA ROYALE, A CONDOMINIUM

MARBELLA CONDOMINIUM




**LEGEND**

PP EXISTING POWER POLE
LBE LANDSCAPE BUFFER EASEMENT

**GENERAL NOTES**

1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

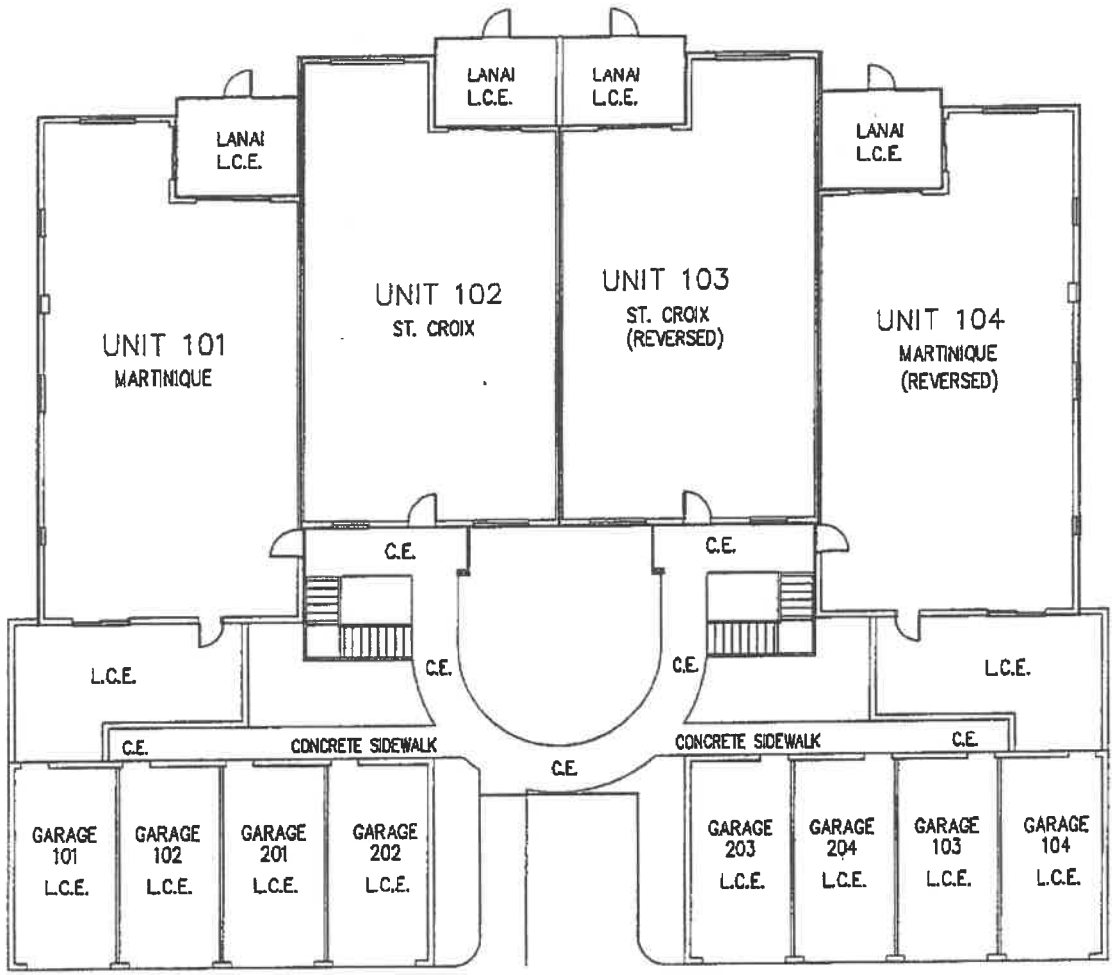
* AS-BUILT*

| | | |
|---|---|---|
| DRAWN BY: JWS | Q. GRADY MINOR AND ASSOCIATES, P.A. | PHASE IV CONDOMINIUM PLOT PLAN |
| APPROVED BY: SVB | CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS | BERMUDA ROYALE, A CONDOMINIUM AT THE WORLD TENNIS CENTER |
| JOB CODE: WTCONDO | 3800 VIA DEL REY | SECTION 18, TOWNSHIP 49 SOUTH, RANGE 25 EAST |
| SCALE: 1" = 120' | BONITA SPRINGS, FLORIDA 34134 | COLLIER COUNTY, FLORIDA |
| | PHONE : (239) 947-1144 FAX : (239) 947-0375 | DATE: NOVEMBER, 2003 / DRAWING # B-2474-3A |
| | CERTIFICATE OF AUTHORIZATION NUMBER LB 5151 | |

# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE

OR: 3443 PG: 2809




C.E. COMMON ELEMENT
L.C.E. LIMITED COMMON ELEMENT
HEAVY LINE INDICATE UNIT BOUNDARIES
D = DRIVEWAY TO GARAGE (L.C.E.)

DISTANCES ARE IN FEET AND DECIMALS THEREOF.
ARCHITECTURAL DESIGN BY: ANDREW CONLYN
THIS INSTRUMENT PREPARED BY: Q. GRADY MINOR AND ASSOCIATES, P.A.

## FIRST FLOOR PLAN
## 8-UNIT TYPE "B2"
## PHASES IV , BUILDING 4

SCALE: 1" = 20'
0' 10' 20' 30' 40'
THIS EXHIBIT MAY HAVE BEEN REDUCED

* AS-BUILT *

EXHIBIT "B" PAGE 14 OF 16

BERMUDA ROYALE, A CONDOMINIUM
SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST,
COLLIER COUNTY, FLORIDA


Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PHONE : (239) 947-1144 FAX : (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151


CONDOMINIUM EXHIBIT B

FIRST FLOOR PLAN
EIGHT UNIT TYPE "B2"

DATE: NOVEMBER, 2003 | JOB CODE: WTCONDO | DRAWING # B-2474-3A

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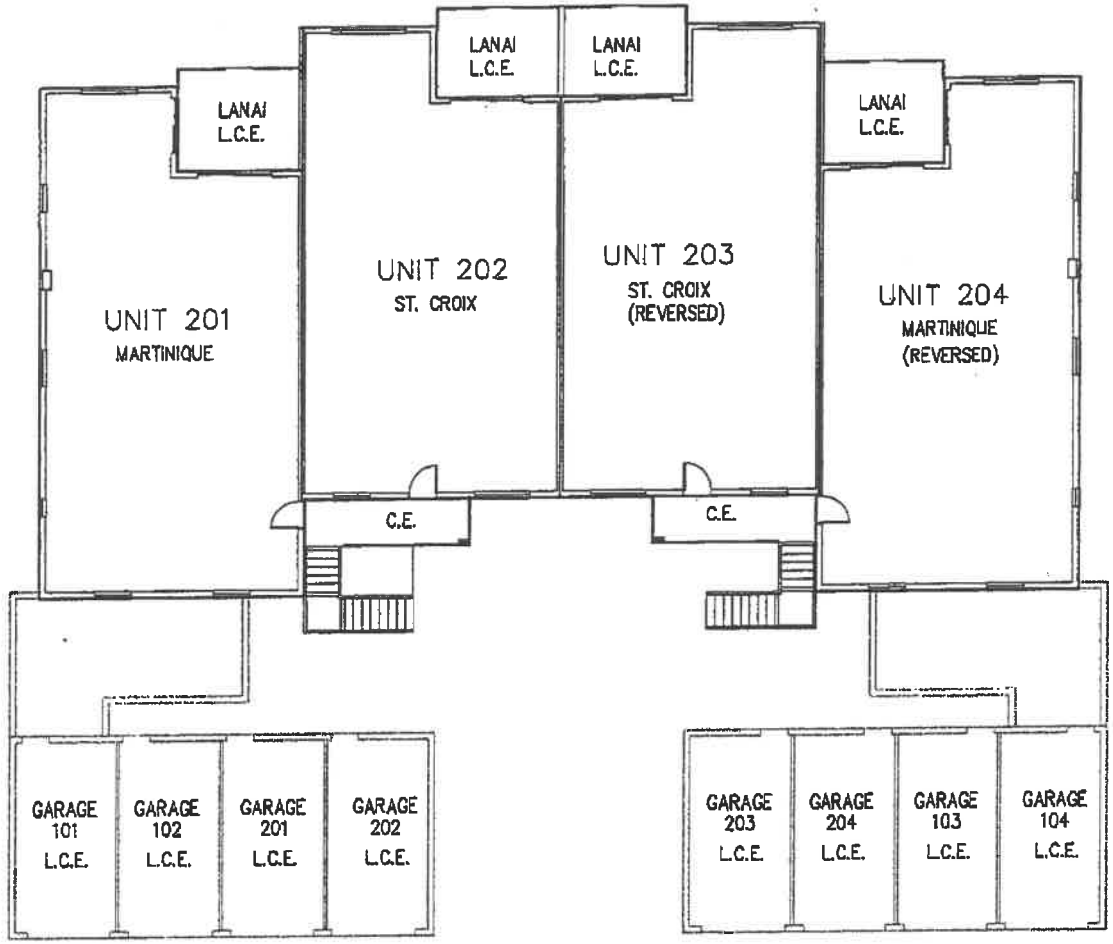
# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE

OR: 3443 PG: 2810




C.E. COMMON ELEMENT
L.C.E. LIMITED COMMON ELEMENT
HEAVY LINE INDICATE UNIT BOUNDARIES
D = DRIVEWAY TO GARAGE (L.C.E.)

DISTANCES ARE IN FEET AND DECIMALS THEREOF.
ARCHITECTURAL DESIGN BY: ANDREW CONLYN
THIS INSTRUMENT PREPARED BY: Q. GRADY MINOR AND ASSOCIATES, P.A.

## SECOND FLOOR PLAN
## 8-UNIT TYPE "B2"
## PHASES IV, BUILDING 4

SCALE: 1" = 20'

0' 10' 20' 30' 40'

THIS EXHIBIT MAY HAVE BEEN REDUCED

* AS-BUILT *

EXHIBIT "B" PAGE 15 OF 16

**BERMUDA ROYALE, A CONDOMINIUM**
SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST,
COLLIER COUNTY, FLORIDA


Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PHONE : (239) 947-1144 FAX : (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 5161


**CONDOMINIUM EXHIBIT B**

**SECOND FLOOR PLAN**
**EIGHT UNIT TYPE "B2"**

DATE: NOVEMBER, 2003 | JOB CODE: WTCONDO | DRAWING # B-2474-4A

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*** OR: 3443 PG: 2811 ***

CONDOMINIUM BOOK PAGE

# BERMUDA ROYALE, A CONDOMINIUM

## FRONT ELEVATION
## 8-UNIT TYPE "B2"
## PHASES IV, BUILDING 4

C.E. COMMON ELEMENT
L.C.E. LIMITED COMMON ELEMENT
HEAVY LINE INDICATE UNIT BOUNDARIES
D = DRIVEWAY TO GARAGE (L.C.E.)

DISTANCES ARE IN FEET AND DECIMALS THEREOF.
ARCHITECTURAL DESIGN BY: ANDREW CONLYN
THIS INSTRUMENT PREPARED BY: Q. GRADY MINOR AND ASSOCIATES, P.A.

* AS-BUILT *

BERMUDA ROYALE, A CONDOMINIUM
SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST,
COLLIER COUNTY, FLORIDA

Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ■ LAND SURVEYORS ■ PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PHONE : (239) 947-1144 FAX : (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151

CONDOMINIUM EXHIBIT B

FRONT ELEVATION
TEN UNIT TYPE "B2"

DATE: NOVEMBER, 2003 | JOB CODE: WTCONDO | DRAWING # B-2474-4A

OUR COPY
ORIGINAL WITH David Morgan Jones OUR Solicitor

4180309 OR: 4371 PG: 1606
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
06/19/2008 at 08:35AM DWIGHT B. BROCK, CLERK
REC FEE 27.00

This instrument was prepared by
and after Recording return to:

Dan Bailey, Attorney at Law
3455 Pine Ridge Road, Suite 102
Naples, Florida 34109

Retn:
DAN BAILEY
3455 PINE RIDGE RD #102
NAPLES FL 34109

(Space above this line for recording data)

# ASSIGNMENT OF LIMITED COMMON ELEMENT

KNOWN ALL MEN BY THESE PRESENTS:

That Stewart J. Fardell and Janet E. Fardell, Husband and Wife, whose post office address is 3250 Douglas Drive, Unit 102, Naples, FL 34105, ("Assignor") in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, assigns, transfers and conveys to Gordon R. Hughes and Barbara J. Hughes, Husband and Wife, whose post office address is 3250 Douglas Drive, Unit 103, Naples, FL 34015, ("Assignee") that certain Limited Common Element known as Garage Unit 102, as shown on the attached Exhibit "B" of the Bermuda Royale, a Condominium, Condominium Exhibit B. Said Exhibit shows Garage Unit 102 as the third garage unit from the left, which corresponds with Condominium Unit 103, which is the third condominium unit from the left.

TO HAVE AND TO HOLD unto the Assignor, its successors, and assigns forever.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed this 21 day of May, 2008.

Sign _____
Print Jon Edmondson
WITNESS NO. 1

Sign _____
Print Dan Bailey
WITNESS NO. 2

Sign _____
Print J R Webster
WITNESS NO. 1

Sign Michelle Coumbs
Print Michelle Coumbs
WITNESS NO. 2

Sign _____ (Seal)
Print STEWART J. FARDELL, ASSIGNOR

Sign J.E. Fardell (Seal)
Print JANET E. FARDELL, ASSIGNOR

Sign _____ (Seal)
Print GORDON R. HUGHES, ASSIGNEE

Sign _____ (Seal)
Print BARBARA J. HUGHES, ASSIGNEE

OUR COPY
original David Morgan Jones
Solicitor

OR: 4371 PG: 1607

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 21st day of May, 2008, by STEWART J. FARDELL AND JANET E. FARDELL, who is/are personally known to me or who has/~~have produced~~ England Drivers License as identification.

NOTARY PUBLIC:

Sign: [signature]
Print: Dan Bailey
State of Florida at Large {NOTARIAL SEAL}
Commission expires:
Commission No:

Notary Public State of Florida
Dan 'Bailey
My Commission DD739749
Expires 02/04/2012

COUNTRY OF CANADA
PROVINCE OF ONTARIO

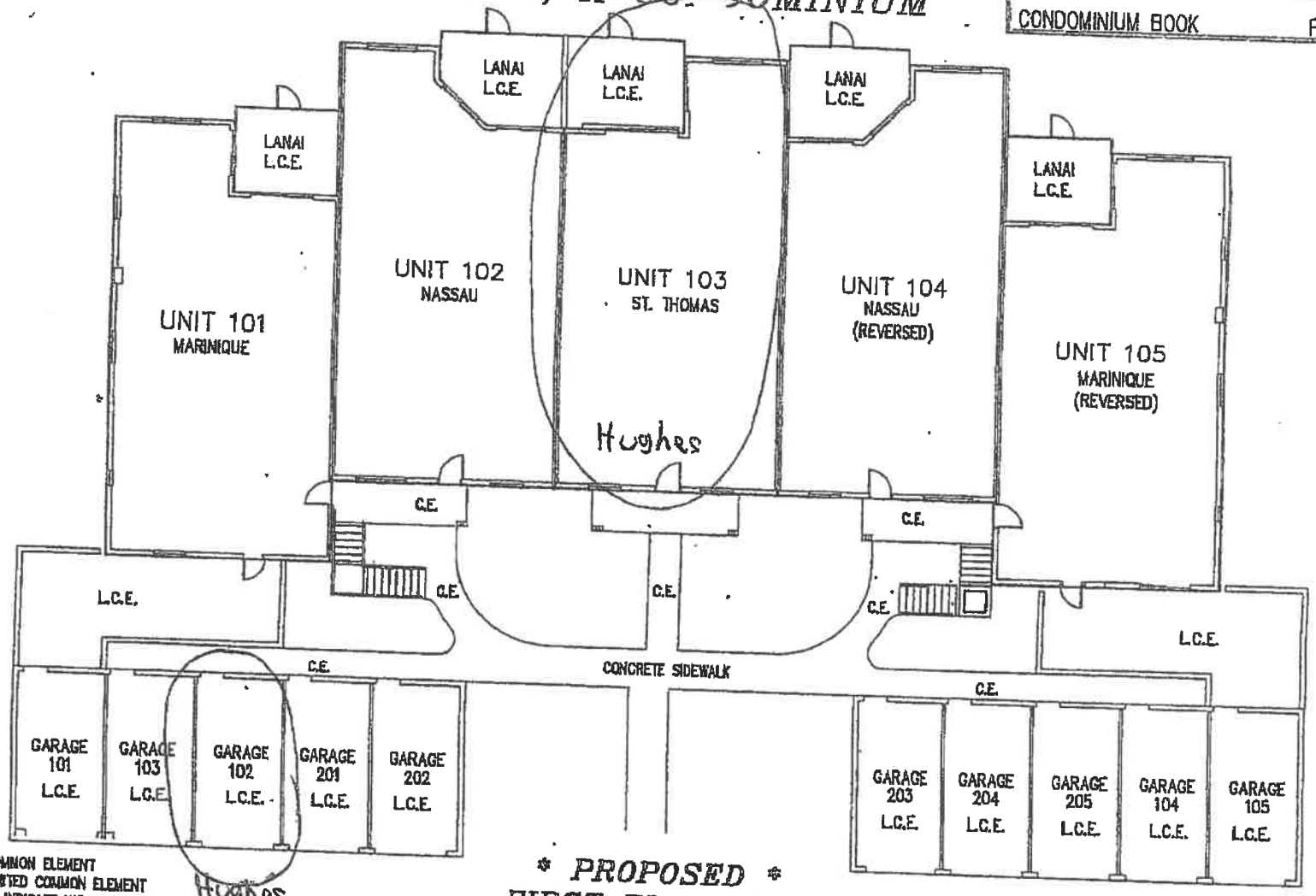
The foregoing instrument was acknowledged before me this 9th day of June, 2008, by GORDON R. HUGHES AND BARBARA J. HUGHES, who is/are personally known to me or who has/have produced known to me as identification.

NOTARY PUBLIC:

Sign: [signature]
Print: J Webster
Country of CANADA at Large {NOTARIAL SEAL}
Commission expires: At Death
Commission No.:

# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PA




C.E. COMMON ELEMENT
L.C.E. LIMITED COMMON ELEMENT
HEAVY LINE INDICATE UNIT BOUNDARIES
D = DRIVEWAY TO GARAGE (L.C.E.)

DISTANCES ARE IN FEET AND DECIMALS THEREOF.
ARCHITECTURAL DESIGN BY: ANDREW CONLYN
THIS INSTRUMENT PREPARED BY: Q. GRADY MINOR AND ASSOCIATES, P.A.

## * PROPOSED *
## FIRST FLOOR PLAN
## 10-UNIT TYPE "A"
## PHASES I AND II

SCALE: 1" = 20'
0' 10' 20' 30' 40'
THIS EXHIBIT MAY HAVE BEEN REDUCED

**BERMUDA ROYALE, A CONDOMINIUM**
SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST,
COLLIER COUNTY, FLORIDA

Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ■ LAND SURVEYORS ■ PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PHONE : (239) 947-1144

**CONDOMINIUM EXHIBIT B**

**FIRST FLOC PLAN**
**TEN UNIT TYPE "A"**

Original Daniel Morgan Jones
Solicitor

## Agreement on Garage Assignment

On this 21st day of May, 2008, we agree to change the numbering of the garages as printed in the original Bermuda Royale Condominium documents, dated July 2002, Condominium Exhibit B, for building Type "A" Phases I and II, located at 3260 Douglas Drive, Naples, Florida 34105.

The garage assignments as printed for units 102 and 103 shall be reversed. Unit 103 shall be located in the middle section of the block of garages numbered 101, 102, 103, 201 and 202 in the Limited Common Element. See attached diagram.

and

David Gilliland — Carol Gilliland
Owners, 3260 Douglas Drive, Unit 102

5.21.08

Denise Barry
Owner, 3260 Douglas Drive, Unit 103

5-21-08

Elaine Fyffe
President, Bermuda Royale Condo Association

Notary:

SHARON SLOZIL
5/21/08

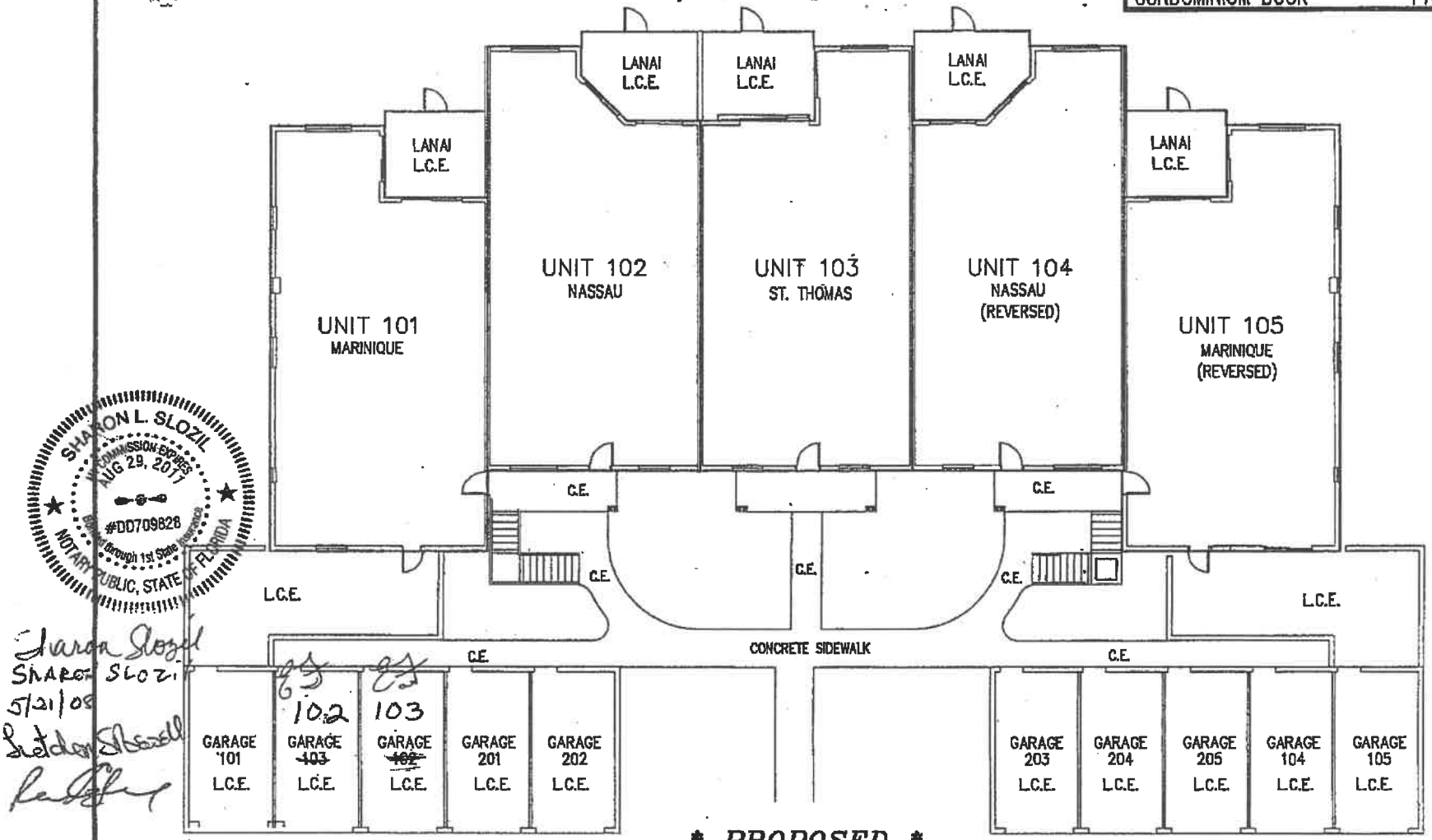
NOTARY PUBLIC, STATE OF FLORIDA
SHARON L. SLOZIL
#00709828
MY COMMISSION EXPIRES AUG 28, 2011
Bonded through 1st State Insurance

Witness
Gretchen Maxwell
Receptionist

# BERMUDA ROYALE, A CONDOMINIUM

CONDOMINIUM BOOK PAGE

EXHIBIT B




SHARON L. SLOZIL
MY COMMISSION EXPIRES AUG 29, 2017
#DD709828
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Sharon Slozil
SHARON SLOZIL
5/21/08

Sheldon Harrell

C.E. COMMON ELEMENT
L.C.E. LIMITED COMMON ELEMENT
HEAVY LINE INDICATE UNIT BOUNDARIES
D = DRIVEWAY TO GARAGE (L.C.E.)

DISTANCES ARE IN FEET AND DECIMALS THEREOF.
ARCHITECTURAL DESIGN BY: ANDREW CONLYN
THIS INSTRUMENT PREPARED BY: Q. GRADY MINOR AND ASSOCIATES, P.A.

## * PROPOSED *
## FIRST FLOOR PLAN
## 10-UNIT TYPE "A"
## PHASES I AND II

SCALE: 1" = 20'
0' 10' 20' 30' 40'
THIS EXHIBIT MAY HAVE BEEN REDUCED

**BERMUDA ROYALE, A CONDOMINIUM**
SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST,
COLLIER COUNTY, FLORIDA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BONITA SPRINGS, FLORIDA 34134
PHONE : (239) 947-1144 FAX : (239) 947-0375
CERTIFICATE OF AUTHORIZATION NUMBER LB 5151


**CONDOMINIUM EXHIBIT B**

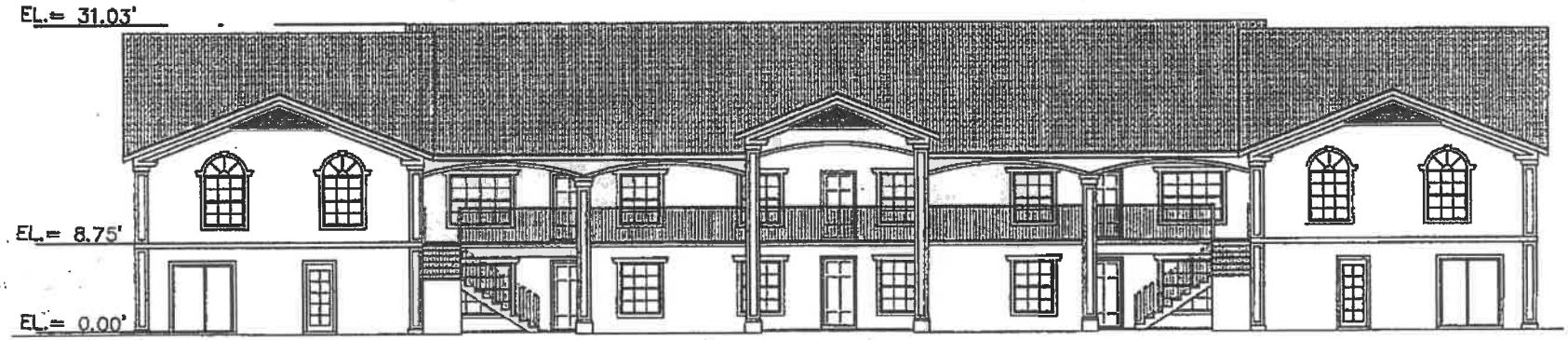
**FIRST FLOOR PLAN**
**TEN UNIT TYPE "A"**

DATE: JULY, 2002 | JOB CODE: WTC | DRAWING # B-2474-A

CONDOMINIUM BOOK PAGE

# BERMUDA ROYALE, A CONDOMINIUM

EXHIBIT B




## * PROPOSED *
## FRONT ELEVATION
## 10-UNIT TYPE "A"
## PHASES I AND II

EL = ELEVATION

DISTANCES ARE IN FEET AND DECIMALS THEREOF.

ARCHITECTURAL DESIGN BY: ANDREW CONLYN

THIS INSTRUMENT PREPARED BY: **Q. GRADY MINOR AND ASSOCIATES, P.A.**

| | | |
|---|---|---|
| BERMUDA ROYALE, A CONDOMINIUM<br>SECTION 13, TOWNSHIP 49 SOUTH, RANGE 25 EAST,<br>COLLIER COUNTY, FLORIDA | Q. GRADY MINOR AND ASSOCIATES, P.A.<br>CIVIL ENGINEERS ▪ LAND SURVEYORS ▪ PLANNERS<br>3800 VIA DEL REY<br>BONITA SPRINGS, FLORIDA 34134<br>PH: (239) 947-1144 FAX : (239) 947-0375<br>DATE OF AUTHORIZATION NUMBER LB 5161 | CONDOMINIUM EXHIBIT B<br>FRONT ELEVATION<br>TEN UNIT TYPE "A"<br>DATE: JULY, 2002 JOB CODE: WTC DRAWING NO. 2474-A |

DAN BAILEY ATTORNEY AT LAW
3455 Pine Ridge Road, Suite 102 ♦ Naples, FL 34109
DANBAILEYLAWFIRM@CS.COM
(239) 248-3097
Fax: (866) 370-9390

June 30, 2008

Stewart and Janet Fardell
10, Iona Walk
Rowhedge, Essex
ENGLAND
C05 7JD

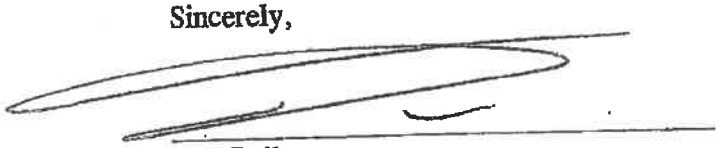
RE: Original Assignments of Limited Common Elements (Garage Units), Collier Co, FL

Dear Stewart and Janet:

In connection with the above-described matter, enclosed for your records, please find a copy of the Original Assignment of Garage Unit 103 to you and a copy of the Assignment of Gargage Unit 102 from you. Please keep these documents in a safe place for future reference.

It was a pleasure working with you on this transaction, and should you have any questions concerning this matter, please contact me at your convenience at (239) 248-3097 or by email.

Sincerely,



Dan Bailey
Attorney at Law

DBB
Enclosure(s)