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DECLARATION OF CONDOMINIUM  
of  
BAYWOOD COLONY VILLAS,  
A CONDOMINIUM  
SECTION ONE

MADE this 30<sup>TH</sup> day of July 1971, by FLORIDA REALTY, INC.,  
called Developer, for itself, its successors, grantees and  
assigns.

WHEREIN the Developer makes the following declarations:

1. STATEMENT

DEVELOPER does by these presents declare the property  
owned by it and hereinafter described, to be condominium prop-  
erty under the Condominium Act of the State of Florida, now  
in force and effect, to be known as: BAYWOOD COLONY VILLAS,  
A CONDOMINIUM, Section One, hereinafter referred to as the  
"CONDOMINIUM", and does submit said Condominium property to  
Condominium ownership pursuant to said Act. It is contemplated  
that there may be additional Sections of BAYWOOD COLONY VILLAS  
created from time to time on lands adjacent to or near those of  
this Condominium, which said Sections may be operated and man-  
aged in conjunction with this Condominium through that certain  
non-profit corporation known as: BAYWOOD COLONY VILLAS ASSOCIA-  
TION, INC., and hereinafter referred to as the "ASSOCIATION".  
The creation of any such further Sections will not merge the  
common elements of such additional section. Each such Section  
will be and remain a separate Condominium under the Laws of  
Florida, but may be operated and managed as aforesaid, through  
the said Association in conjunction with the other Sections of  
BAYWOOD COLONY VILLAS collectively, so that here may be common  
control, unity of policy, procedure, management and purpose  
and sharing of the recreation facility among all Sections of  
BAYWOOD COLONY VILLAS, and the owners of Units in the same.

WILL CALL

2. NAME

The name by which the Condominium is to be identified shall be:

BAYWOOD COLONY VILLAS, A CONDOMINIUM, SECTION ONE

3. LEGAL DESCRIPTION

The land included in the Condominium is that certain real property owned by the DEVELOPER, in fee simple, situate in Sarasota County, Florida, to wit:

BLOCK 12: Lots 3 to 18, both inclusive;

BLOCK 16: (also designated on the Plat as "UNNUMBERED BLOCK") Commence at the NW corner of Block 12; thence South 68°30'56" West, 60.00 feet to the Southwesterly corner of Tidewood Avenue (Lord's Drive) and Sherwood Street (Second Street) for a point of beginning (known hereafter as the NE corner of Block 16); thence continue South 68°30'56" West, 170.00 feet; thence South 21°27'44" East, parallel to the intersection with the Northwesterly R/W line of Meadowood Street (Third Street); thence North 68°33'36" East along said R/W line, 170.00 feet to the SE corner of Block 16 (being South 68°33'36" West, 60.00 feet distant from the SW corner of Block 12, said Plat of Florence); thence North 21°27'44" West, along the West R/W line of Tidewood Avenue (being the East line of Block 16, 572.11 feet to the point of beginning and the NE corner of Block 16.

In FLORENCE SUBDIVISION, as per plat thereof recorded in Plat Book 3, Page 22 of the Public Records of Sarasota County, Florida.

Being and lying in Section 18, Township 37 South, Range 18 East, Sarasota County, Florida.

4. UNIT IDENTIFICATION AND DESCRIPTION

The Condominium Units in this Condominium shall be known as:

Units 1 through 22, Block 12,

Units 1 through 12, Block 16,

A Unit shall consist of the space bounded by a vertical projection of the respective Unit boundary lines representing the surface of the outside unfinished wall where applicable, and from the plane of the bottom of the foundation of the structure to the plane of the peak of the roof and shall include the overhang, eaves, window sills, porches, stoops, all projecting integral parts of the structure, the attached carport or garage, and that portion of any enclosed courtyard lying within the boundaries of the Unit extended, whether indicated on the plat or not.

5. SURVEY

A survey of the Condominium, a graphic description of the

improvements in which the Units are located and of the Units themselves, and a Plot plan showing the relative position of the buildings of the Condominium, appear on that certain Condominium Plat of the Condominium being recorded herewith in Condominium Book 5, at Page 6-6A, Public Records of Sarasota County, Florida, incorporated herein by reference and attached as Exhibit "A"

6. PERCENTAGE OF OWNERSHIP, COMMON ELEMENTS,  
APPURTENANCES, EASEMENTS

1. Each Unit, regardless of its size or whether it is a waterfront Unit located in Block 16 or a non-waterfront Unit located in Block 12, shall own an equal, undivided share in the common elements, which is a 1/34th share for each Unit.

2. The common elements of the Condominium appurtenant to each of the Units shall include the following:

(a) The land described above and all improvements thereon, except for Units as shown on the aforementioned Condominium plat.

(b) Easements, as may be necessary, through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other Units or common elements.

(c) Installations for furnishing of utility services to more than one Unit or to the common elements or to a Unit containing installations.

(d) The property and installations in connection therewith acquired for the furnishing of services to more than one Unit or to the common elements.

(e) Such easements as are necessary for the maintenance of common elements.

(f) All outside surfaces of walls except for glass or screened surfaces of windows, doors or porches, of the various units, which said glass and screened surfaces will be part of such Unit and are not common elements. Covering,

replacement or modification of all such glass or screened surfaces, however, must be approved in advance by the Association hereinafter mentioned (and by Developer, as long as Developer is managing the affairs of the Association).

(g) A sidewalk easement, six feet four inches in width extending the length of the seawall located on the Westerly boundary of the real estate adjoining the Condominium to the North, which is designated as Block 17 on the Plat of Condominium, and is part of the unnumbered block of the Plat of Florence Subdivision Recorded in Plat Book 3, Page 22 of the Public Records of Sarasota County, Florida, which sidewalk easement is hereby conveyed unto the Unit owners, their heirs and assigns, for use by them, their families and guests, in common with others to whom such easement may be granted as a sidewalk.

3. The common elements shall be subject to easements for the installation and maintenance of public utility lines, equipment and services along, under or over roads, streets and walkways, installed or provided in or on said common elements for public travel, for the benefit of this Condominium and any other or additional sections of BAYWOOD COLONY VILLAS.

In addition, that portion of the Condominium property adjacent to and including the seawall on the Westerly boundary, more particularly described and designated sidewalk on the Plat of Condominium recorded in Plat Book 5, Page 6-69, Public Records of Sarasota County, Florida, is dedicated to the Condominium subject to the reservation by the Developer of a sidewalk easement, six feet four inches in width which easement may be used for sidewalk purposes in common with others by the Developer, his heirs and assigns, and the owners, Unit owners, tenants and leasees and their families and guests heirs and assigns of real estate now owned by the Developer

located in the vicinity of the Condominium.

4. Simultaneously with the execution of the Declaration and the adoption of the ByLaws, the Association, as Lessee, through its original Board of Directors and officers, for the recreation, enjoyment, use and other benefit of the Unit owners has acquired a non-exclusive long term leasehold interest in and to recreation facilities not upon the lands of the Condominium. The non-exclusive leasehold interest held by the Association to those certain Recreation Facilities and Lands, more particularly set forth in that certain non-exclusive lease agreement, a copy of which is annexed hereto as Exhibit "D" shall not be considered common elements. The right to the use of or interest in said leased Recreation Facility property shall accrue to the various Unit parcels by virtue of the owners of each such Unit parcel being a member of the Condominium Association.

5. The plat of Condominium does designate individual boat docking spaces for exclusive use of individual waterfront Unit owners located in Block 16, which said spaces are hereby made Limited Common Elements. These Limited Common Elements are reserved for the use of the units designated thereon and are appurtenant thereto, to the exclusion of other Units, and there shall pass with a Unit as appurtenant thereto the exclusive right to use said Limited Common Element so appurtenant.

Expenses of construction maintenance, repair or replacement relating to such Limited Common Elements made necessary by the Unit owner shall be borne by said Unit owner. In order to insure uniform design, style, and type of boat docks, no boat docks shall be constructed until the dock plans and specifications are approved in writing by the Developer. Additions, replacements and changes in boat docks must be approved in writing by the Board of Directors of the Association.

7. COMMON EXPENSES, COMMON SURPLUS

Each Unit owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such common expenses and surplus shall be divided among the Units in such manner that the share thereof attributable to each unit shall be as follows: (1) The share of each non-waterfront Unit located in Block 12 shall equal the share of each other non-waterfront Unit located in Block 12; (2) The share of each waterfront Unit located in Block 16 shall be equal to 120% of the share of each non-waterfront Unit located in Block 12.

8. VOTING RIGHTS

The owners of each Unit shall collectively be entitled to one (1) vote per Unit in accordance with the voting procedures set forth in the Articles of Incorporation and By-Laws of the Association.

9. AMENDMENTS

This Declaration may be amended at any time during the first two (2) years from the date hereof by affirmative vote of fifty-one percent (51%) of the members of the Association, together with the written consent of Developer, its successors or assigns. After the expiration of said two (2) year period, the Declaration may be amended at any time by the affirmative vote of two-thirds (2/3rds) of the members of the Association, without the need of consent of Developer. No amendment of this Declaration shall be effective unless evidenced by a certificate of the Association, executed with the formalities required of a conveyance of real property and recorded in the Public Records of Sarasota County, Florida.

10. BY-LAWS, ASSOCIATION NAME

The Association mentioned from time to time herein and which will operate the Condominium shall be that certain Corporation Not For Profit, heretofore organized under the

Laws of the State of Florida, and known as: BAYWOOD COLONY VILLAS ASSOCIATION, INC., of which Association each Unit owner shall be required to be a member. The Condominium will be operated by the Association pursuant to the Laws of the State of Florida, the Declaration of Condominium, the Articles of Incorporation of the Association and the By-Laws of the Association, copies of the latter being marked Exhibits "B" and "C" and attached hereto.

11. OBLIGATIONS OF OWNERS, USE RESTRICTIONS

The following obligations of owners and use restrictions shall apply to and bind the Condominium, Condominium property, Unit, Units and Unit parcels, to-wit:

(a) That all Condominium Units shall be and remain of like exterior design, shape, color and appearance as other Condominium Units of the same class or type.

(b) That occupants of Condominium Units shall not suffer, permit or maintain in their premises loud noises, obnoxious odors or pets except for small household pets which will be permitted subject to regulation by the Association as to the care, maintenance and control of such pets.

(c) That each Condominium Unit shall be used exclusively as a one-family residential dwelling and no business or trade shall be permitted to be conducted therein or thereon, and no Unit shall be occupied by children under the age of fifteen (15) years except where such children are house guests or visitors. Paragraph 14 is an exception to this subparagraph.

(d) That except for sale or leasing thereof by Developer, or any institutional lender, no parcel or Unit shall be sold or leased by any person, party or corporation, without the owner thereof first procuring the consent thereto of the Board of Directors of the Association, which said consent shall be given or withheld based upon the Board's determination of the ability of the proposed Lessee or Grantee to meet the financial obligations of the Unit, and the social and moral desirability of

the said proposed Lessee or Grantee. In no event shall a Unit be leased for a term of less than one (1) month.

(e) That the occupants and owners of each Unit shall keep and obey all laws, ordinances, regulations, requirements and rules of all governmental bodies, divisions or subdivisions, insofar as the same pertain to the control or use of such Unit, and shall promptly pay assessments of each Unit's share of all common expenses, including such Unit's share of a leasehold obligations arising under the Recreation Facility Lease, provisions of this subparagraph to be construed as a covenant in favor of Lessor under said Lease.

(f) That no Condominium parcel or Unit shall be divided or subdivided or severed from the realty and that no structural alterations or changes shall be made within said Unit without prior approval of the Board of Directors of the Association.

(g) That each Unit owner, lessee or occupant shall maintain at all times in good condition and repair, the interior of such Unit, including porches, screening, interior walls, floors, ceilings, doors, windows, water, electric, plumbing, heating and air-conditioning systems, and parts and components thereof, sanitary facilities, fixtures, equipment and lamps. The phrase "electric" system in this paragraph shall be construed as referring to those items of electrical conduit, wire, switches, fixtures, and equipment located within the Unit or on the Unit side of the electric meter servicing said Unit but not including the meter itself. The phrase "plumbing" system in this paragraph shall be construed to mean all plumbing items from the trunk line connection to the Unit or in the Unit itself. The phrase "heating and air-conditioning" system in this paragraph shall be construed to mean all necessary equipment for the operation of the Units' individual system whether located inside or outside of the Unit itself.

(h) That without the prior written permission of the



Association, no wires, TV antennas, air conditioners, aerials or structures of any sort shall be erected, constructed or maintained on the exterior of the building, except for those structures that form a part of the original building.

(i) That no clothes lines, hangers or drying facilities shall be permitted or maintained on the exterior of any Unit or in or on any part of the common elements, except by the Association, and that no clothes, rugs, drapes, spreads or household articles or goods of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window or door.

(j) That no Unit shall be the subject of a partition action in any Court of the State of Florida, and all Unit owners do by their acceptance of a conveyance of such Unit, waive any right to maintain or bring such action.

(k) That no electric machine or apparatus of any sort shall be used or maintained in any Unit which causes interference with the television reception in other Units.

(l) That occupants of Units shall abide by all the Rules and Regulations promulgated by the Association concerning occupancy and use of the Condominium Units and common elements and areas, and to see that all persons using owner's property by, through or under him do likewise.

(m) That no signs of any type shall be maintained, kept or permitted on any part of the common elements or in or on any Unit where the same may be viewed from the common elements, unless specifically approved in writing hereafter by the Association. Paragraph 14 is an exception to this subparagraph.

(n) That nothing other than conventional passenger automobiles shall be parked on the common elements.

(o) No person shall permit or suffer anything to be done or kept in his Unit which will increase the insurance rates of his Unit.

(p) That the owner of each Unit may, at his own expense, obtain insurance coverage for loss of or damage to furniture, furnishings, personal effects and other personal property belonging to such owner. The owner of each Unit shall be liable for injuries or damage resulting from an accident in his own Unit and at his own expense and option obtain insurance coverage against personal liability.

(g) In the event that the Association in the future determines not to carry fire and extended coverage fire insurance on each of the Units, the owner of each Unit shall maintain with an insurance carrier duly qualified and registered in the State of Florida, fire and extended coverage insurance in the amount of no less than the actual value of his Unit, and in the event of damage covered by such insurance, shall diligently make and prosecute claim therefor, the proceeds of any such insurance to be obligated in accordance with Paragraph 12 of this Declaration and all other provisions of this Declaration. The Association is to be named as an endorsee on each such policy, and shall receive upon request a copy of the same.

#### 12. INSURANCE

The Association shall procure and pay for as part of the common expenses, Fire and Extended Coverage Insurance on the common elements of the Condominium in no less than the full actual value of the same, each policy of insurance shall show all institutional mortgages holding mortgages on a portion of the common elements insured as endorsees of the policy. In addition, the Association shall procure and pay for, as part of the common expenses, Fire and Extended Coverage Insurance to the full actual value thereof on each individual Unit which said policies of insurance shall show, if that be the case, institutional mortgages of said Units respectively as endorsees of such policies. In the event of

destruction, either partial or substantial, of a Unit, the owner of said Unit shall be under obligation to cause the same to be repaired or rebuilt and shall commence and diligently pursue the repair and rebuilding of such Unit within sixty (60) days from the date of destruction, the insurance proceeds applicable to said Unit to be promptly applied for by the owner of said Unit and/or the Association as may be required and to be received by the Association and/or the institutional mortgagee of said Unit, as then agreed upon, and held in escrow to apply to and assure the prompt payment of the cost of such repair and building. In the event that the owner of such affected Unit fails to commence and pursue such repair or rebuilding within the time provided, the Association shall have the right in his name and stead to cause the same to be commenced and diligently prosecuted at the owner's cost and expense, and the insurance proceeds applicable to such Unit shall be subject to a lien to indemnify the Association for any cost or expense for which it is held responsible by virtue of its undertaking such repair or rebuilding. In the event the insurance proceeds applicable to any repair or rebuilding of a Unit shall not be sufficient to cover the cost of the same, the owner of said Unit shall promptly pay the deficiency and, failing to do so, the Association may advance and pay such deficiency on behalf of said owner and to the extent of such payment, the Association shall be entitled to a lien on the owner's unit and may, in order to collect said lien, pursue foreclosure or any remedy provided for collection of assessments by the Condominium Act of the State of Florida, and in pursuing such remedy, the Association shall be entitled to collect from such defaulting owner all costs of collection, including a reasonable attorney's fee.

Wherever it becomes necessary to apportion insurance proceeds among more than one Unit in a building by virtue of

more than one Unit being damaged or destroyed, such apportionment shall be made by the Association based on the proportionate or relative reconstruction costs of the damage to each Unit as determined by the insurance company or companies making the settlement.

The Association shall procure and pay for as common expense:

(a) Public liability and property damage insurance in such amounts and in such form as shall be required by the Association to protect the Association and owners of all Units, including, if desired by the Association, but not limited to water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverage.

(b) Such other insurance coverage, other than title insurance, as the Board of Directors of the Association in its discretion may determine from time to time to be in the best interest of the Association and the owners of all of the Units, or as an institutional type lender may reasonably require so long as it is the owner of a mortgage on any unit.

All insurance coverage authorized to be purchased shall, where appropriate and obtainable, be purchased by the Association for itself and for the benefit of all of the owners of all Units. The cost of obtaining the insurance coverage authorized above for the Association is declared to be a common expense, as are any other fees and expenses incurred which may be necessary or incidental to carrying out the provisions hereof.

### 13. MANAGEMENT

Notwithstanding anything contained herein to the contrary, or in any of the Exhibits annexed hereto, and subject to the provisions of Paragraph 14, it is expressly understood that Developer shall and does hereby reserve the sole and exclusive right to make contracts or agreements on behalf of the Association, for the maintenance and operation of the

Condominium, Condominium property, and affairs of said Association, for a period of up to two (2) years, commencing with the date hereof. Developer does further reserve the right to continue to manage the affairs of the Condominium and the Association thereafter for so long as Developer in its discretion desires, subject to the right vested in the Association to terminate the management term of Developer at any time after aforementioned two (2) year period by the affirmative vote of seventy-five percent (75%) of the Association. It is further declared and understood that the Developer shall during the initial two (2) year term, receive a monthly service charge of \$55.00 from each non-waterfront Unit located in Block 12, and \$66.00 from each waterfront Unit located in Block 16, payable in advance, and in consideration thereof Developer, without the need of accounting therefor, shall maintain and operate the Condominium and shall furnish for the benefit of the Units the following to-wit:

- (1) Electric service to common elements.
- (2) Water and sewer service for Units and common elements.
- (3) Maintenance of all grounds including lawns, driveways and walkways.
- (4) Exterior maintenance and painting of outside walls of the Units, as needed.
- (5) Rubbish, garbage and trash removal for the Condominium and all Units thereof.
- (6) Fire, extended coverage and other perils insurance for all Units and common structures in an amount of no less than the full actual value of the same, public liability insurance in the amount of \$100/300,000, and property damage insurance in the amount of \$25,000.00.

(7) Underground central antenna television system to each unit based on one (1) television outlet per Unit. In the event a Unit desires to have more than one television outlet, the same shall be available upon payment of the additional charge therefor.

(8) Professional management.

(9) Each Unit's share of the Recreation Facility Lease payments for the recreational facilities.

At such time as Developer turns over the management of the Association and Condominium affairs to the Unit owners, the Unit owners shall themselves, through the Association, determine the monthly maintenance charges and assessments to thereafter be assessed and collected, and provide for themselves through the Association the services, benefits or improvements thereafter determined necessary by the Association. It is the purpose and intent of this paragraph to establish a contractual relationship between the Developer and the owner of each Unit whereby the Developer undertakes initially to furnish the mentioned benefits to the Unit owners on a fixed fee basis which, upon the termination of the management reserved to Developer, will be furnished to the Units through the contemplated non-profit assessable operation of the Association described above. In the event Developer continues to manage the affairs of the Condominium beyond the two (2) year period provided under the reservation contained above, then and in that event, instead of the fixed monthly service charge mentioned above, Developer shall receive a monthly management fee of Ten Dollars (\$10.00) per unit and such an amount as will pay any and all expenses incurred for the furnishing of the services, benefits or improvements to and for the benefit of the Units of this Condominium. In order to pay such expenses the Association shall charge and

collect monthly assessments in accordance with a budget to be submitted to the Association by Developer. There shall be included in the budget all costs and expenditures incurred or made by Developer in procuring the furnishing of the foregoing services and a reasonable charge for Developer's overhead in connection therewith. The Developer may submit a revised budget from time to time, and assessments charged after a revised budget has been submitted shall reflect the changes in the budget.

14. RESERVATIONS TO AND RIGHTS OF DEVELOPER

Developer reserves and shall have the right and easement to keep, maintain, and use upon the Condominium property, its model units and connected office located thereon, signs advertising the Condominium, and reasonable parking areas for Developer's personnel and prospective purchasers, all for a period not to exceed thirty-six (36) months from the date of recording of this Declaration. Developer shall have the right to use the same for its business purposes, including, but not limited to, showing the same for purpose of sales of units in the Condominium, maintaining its office therefor purposes of such sales and operation of the Condominium property and the affairs of the Association. Upon termination of the above period of time, Developer shall cause said models to be sold and sales office to be removed from the Condominium property and the grounds placed in a clean, neat and attractively landscaped condition in keeping with other common elements.

Developer reserves and shall have easements throughout the Condominium property as Developer shall determine to be reasonably required to complete the construction of all of the Condominium Units, common elements, and limited common elements, by Developer, its contractors, sub-contractors, agents, employees and representatives. Such easement shall

be utilized insofar as is in the judgment of the Developer reasonable and feasible in such manner as not to cause undue interference with the enjoyment of the Condominium property by owners of Units acquiring the same before completion of all such improvements.

15. TERMINATION

The Condominium created hereby may be terminated in the manner provided by the Condominium Act of the State of Florida, as Amended, from time to time.

16. MORTGAGEE'S RIGHTS

That, notwithstanding anything contained in this Declaration or any of the Exhibits annexed hereto, to the contrary, the written consent of each institutional lender holding a first mortgage upon any Condominium parcel or parcels, shall first be obtained before this Declaration may be amended or the Condominium terminated, or a building may be rebuilt after substantial destruction as defined in Paragraph 12 above, or any structural alterations or changes may be made, which said consent shall not be unreasonably withheld.

IN WITNESS WHEREOF the said corporation has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the 30<sup>TH</sup> day of JULY, 1971.

(Corporate Seal)  
Attest Hazel Price  
Secretary

FLORIDA REALTY, INC.

By H. Newey Bernice  
AS President

Signed, sealed and delivered in the presence of:

Robert W. Beaudry  
Robert W. Beaudry

Prepared By Robert W. Beaudry  
Lyons and Beaudry  
Suite 1111  
Sarasota Bank and Trust Co.  
Sarasota, Florida



STATE OF FLORIDA )  
 ) SS.  
COUNTY OF SARASOTA )

I HEREBY CERTIFY that on this 30th day of July, 1971, before me, an officer duly authorized to take oaths and acknowledgments in the State of Florida, personally appeared, W. Dewey Kennell and Hazel Price, President and Secretary, respectively, of FLORIDA REALTY, INC., a Florida corporation, to me well known to be the persons described in and who executed the foregoing Declaration, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes herein mentioned; and they affixed thereto the official Seal of said Corporation and the said instrument is the deed and act of the Corporation.

WITNESS my hand and official seal at Sarasota, in the County and State last aforesaid, this 30th day of July 19 71.

Larry K. Leisner  
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JAN. 12, 1975  
GENERAL INSURANCE UNDERWRITERS, INC.

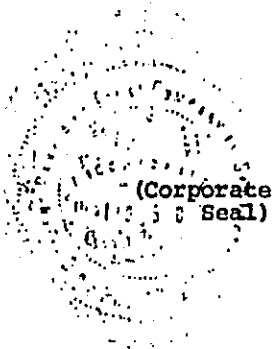


CONSENT OF MORTGAGEE

CITIZENS BANK AND TRUST COMPANY IN SARASOTA, by causing these presents to be signed in its name by its Senior Vice President and affixing its corporate seal this 5th day of August, 1971, does hereby consent to the above and foregoing Declaration.

CITIZENS BANK AND TRUST COMPANY  
IN SARASOTA

By John Adams  
As Senior Vice President



STATE OF FLORIDA )  
                          )  
COUNTY OF SARASOTA )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John Adams, Senior Vice President of CITIZENS BANK AND TRUST COMPANY IN SARASOTA, a corporation, and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of August, 1971.



Laura L. Walker  
Notary Public  
My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Dec. 15, 1974

CONSENT OF MORTGAGEE

NATIONAL BANK GULF GATE, by causing these presents to be signed in its name by its Vice President and affixing its corporate seal this 5th day of August, 1971, does hereby consent to the above and foregoing Declaration.

NATIONAL BANK GULF GATE

By W. C. Branson  
As Vice President



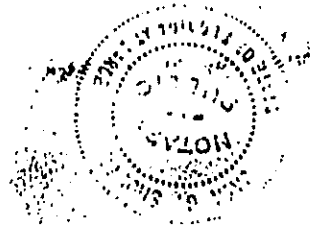
STATE OF FLORIDA )  
COUNTY OF SARASOTA )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared W. C. Branson well known to me to be the Vice President of NATIONAL BANK GULF GATE, a corporation, and that he acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of August, 1971.

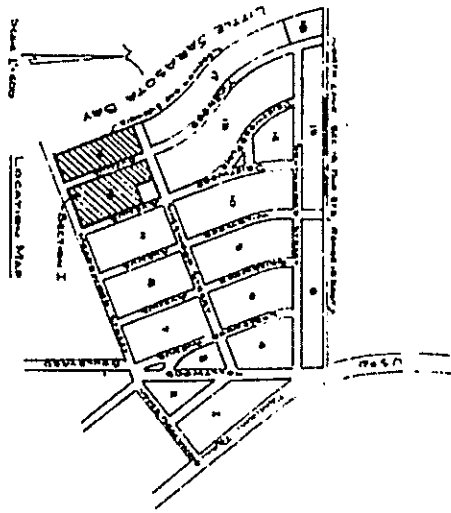
Jack G. Smith  
Notary Public  
My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Feb. 2, 1973



# BAYWOOD Colony WILNAS

A CONDOMINIUM SECTION I



5-66A  
 E. L. BURTON  
 Surveyor

**DESCRIPTION:**

The above described property is situated in the County of ... and State of ... and is divided into ... units. The units are described as follows: ...

**UNIT DESCRIPTION:**

A unit shall consist of the space bounded by the exterior walls of the building, including the interior walls, ceiling, floor, roof, and any other fixtures, appurtenances, and improvements attached to or forming part of the unit. The unit shall also include the portion of the common areas which is allocated to the unit in the Declaration of Condominium.

**SURVEYOR CERTIFICATE:**

I, the undersigned Registered Land Surveyor, hereby certify that I have surveyed the above described property and have found the same to conform with the recorded plat therefor, and that there is no objection to the same from any person claiming an interest therein. I am a duly Licensed Surveyor and hold my license in good and lawful standing.

*(Signature)*  
 Registered Land Surveyor  
 License No. 015  
 State of ...

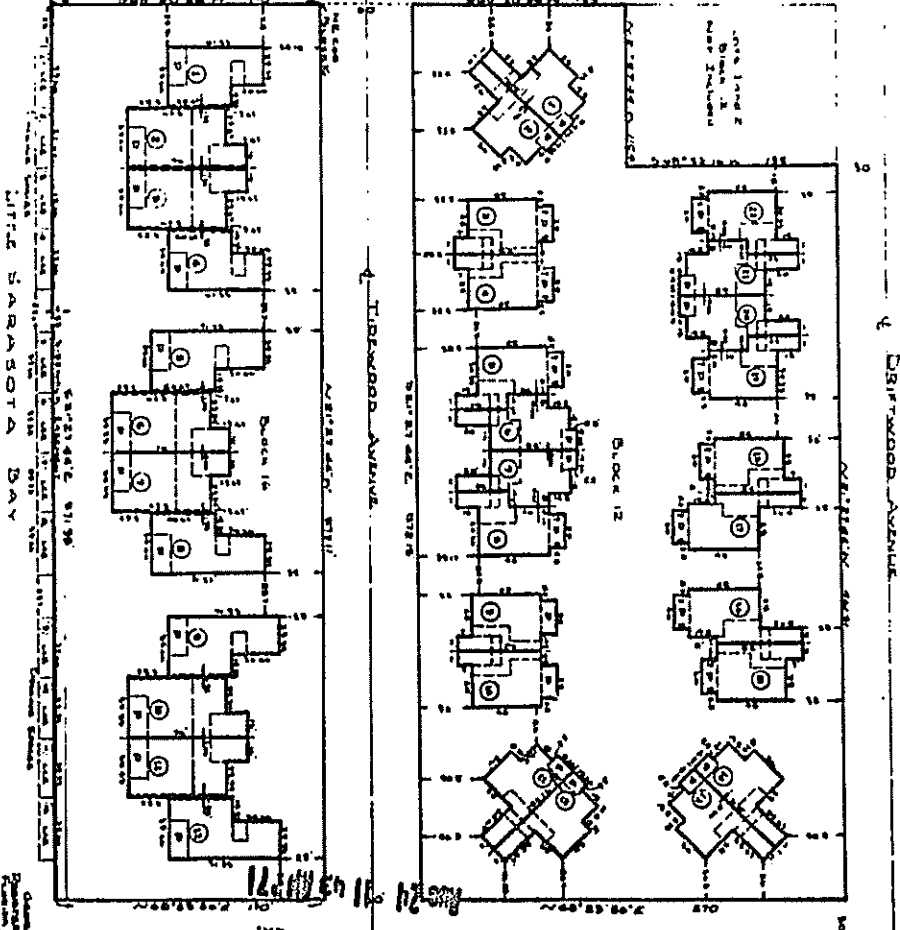
EXHIBIT "A"

Unit No.	Area	Remarks
1	1,000	
2	1,000	
3	1,000	
4	1,000	
5	1,000	
6	1,000	
7	1,000	
8	1,000	
9	1,000	
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NOTE:  
 1. All units shown herein are subject to the provisions of the Condominium Act, Chapter 718, Florida Statutes.  
 2. The units shown herein are subject to the provisions of the Condominium Act, Chapter 718, Florida Statutes.  
 3. The units shown herein are subject to the provisions of the Condominium Act, Chapter 718, Florida Statutes.  
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 8. The units shown herein are subject to the provisions of the Condominium Act, Chapter 718, Florida Statutes.  
 9. The units shown herein are subject to the provisions of the Condominium Act, Chapter 718, Florida Statutes.  
 10. The units shown herein are subject to the provisions of the Condominium Act, Chapter 718, Florida Statutes.

RESERVATION  
 FACTORY  
 LOCATION  
 UNLAD AREA

Limited Common Elements  
 All those elements which are not owned in fee simple by the individual unit owners, but which are necessary for the use and enjoyment of the units, shall be deemed to be limited common elements. Such elements include, but are not limited to, the following:  
 1. The exterior walls, roof, and foundation of the building.  
 2. The structural frame, including the columns, beams, and girders.  
 3. The elevators, escalators, and other mechanical equipment.  
 4. The common areas, including the lobbies, corridors, and stairways.  
 5. The swimming pool, spa, and other recreational facilities.  
 6. The parking areas and other outdoor spaces.  
 7. The landscaping and other site improvements.  
 8. The utility lines and other infrastructure.  
 9. The fire alarm and other safety systems.  
 10. The security systems and other access control devices.  
 11. The common areas and other spaces which are necessary for the use and enjoyment of the units.  
 12. The common areas and other spaces which are necessary for the use and enjoyment of the units.  
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 20. The common areas and other spaces which are necessary for the use and enjoyment of the units.



NOTE: The area shown above is not intended to be a representation of the actual layout of the units. The actual layout of the units shall be determined by the Architectural Record of the project. The area shown above is for informational purposes only.

FILED AND RECORDED  
 ROBERT W. ZIMM, CLERK  
 SARASOTA COUNTY, FLA.

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