



This Instrument Prepared By:
SAM D. NORTON, ESQ.
 Norton, Gurley, Hammersley
 & Lopez, P.A.
 1819 Main Street, Suite 610
 Sarasota, Florida 34236

DECLARATION OF CONDOMINIUM

OF

LIVE OAK LANDINGS,
A CONDOMINIUM

This Declaration of Condominium of Live Oak Landings, a Condominium, is made, entered into and submitted this 26th day of September, 1997, by LIVE OAK LANDINGS, INC., a Delaware corporation, hereinafter referred to as the "Developer", for itself, its grantees, designees, successors, substitutes and assigns. Developer makes and agrees to the following declarations, submittal statements, terms, provisions, conditions, easements, reservations, limitations and covenants:

ARTICLE I
Purpose and Submittal Statement

The purpose of this Declaration is to submit, and the Developer hereby submits, the fee simple title to the land described in Exhibit "A" hereto and all improvements erected or to be erected 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, as amended, herein referred to as the "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 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, or the lease, occupancy, or use of any portion of 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.

ARTICLE II
Identification

2.1. Name and Address. The name by which this Condominium Property is to be identified is Live Oak Landings, a Condominium, and its address is 2255 North Beach Road, Englewood, Charlotte County, Florida.

2.2. The Land. The legal description of the Land owned by Developer in fee simple, which is hereby submitted to the condominium form of ownership, is the land lying in Charlotte County, Florida, more particularly described in Exhibit "A" attached hereto, together with and subject to the easements, encumbrances, restrictions of record and other matters set forth therein or hereinafter described in this Declaration or any of the exhibits hereto. The Developer and the Developer's surveyor may make non-material changes and corrections in the legal description of the Land.

**IMAGED
DL**

Recording \$356.00
 COPIES \$81.00
 CERTIFICATION \$1.00
 Recorded By: Carolyn Atwell D.C.

FILE:514820 OR BOOK/PAGE:1561/1785
 RECORDED:9/30/97 16:01:56
 BARBARA T. SCOTT, CLERK OF THE CIRCUIT COURT - CHARLOTTE COUNTY



ARTICLE III
Definitions

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

3.2. Association. "Association" means Live Oak Landings Condominium Association, Inc., a Florida corporation not for profit, which is responsible for the operation and management of the Condominium, and its successors and assigns.

3.3. Board of Administration. "Board of Administration" or "Board" means the Board of Directors of the Association who are responsible for the administration and management of the Association.

3.4. Board of Directors. "Board of Directors" means the Board of Directors of the Association.

3.5. Building. "Building" means the structures on the Condominium Property in which the Units are located, and, where the context requires, the other buildings, if any, located in the Condominium, if any.

3.6. Bylaws. "Bylaws" means the Bylaws of the Association existing from time to time.

3.7. Common Elements. "Common Elements" means the portions of the condominium Property which are not included in the Units.

3.8. Common Expenses. "Common Expenses" means all expenses and assessments which are properly incurred by the Association for or relating to the Condominium and all expenses for which Unit Owners are liable to the Association. Common Expenses shall include, but are not limited to, the following:

3.8.1. Costs and expenses of administration of the Condominium and the Association and costs and expenses of maintenance, operation, repair and/or replacement of Association Property and the Common Elements (including the Limited Common Elements, except as otherwise expressly provided in this Declaration), and of all portions of the Units to be maintained by the Association, including, but not limited to:

3.8.1.1. Fire, other casualty, including windstorm, flood, liability, workers' compensation and other insurance as provided herein.

3.8.1.2. Administrative costs and expenses of the Association, including professional fees and expenses.

3.8.1.3. Costs and expenses of water supply, sewage disposal and treatment service to the Common Elements and electricity to service the Common Elements and the Association Property, (costs and expenses of water supply and sewage disposal and treatment service to the individual Units shall not be Common Expenses, but shall be the responsibility of individual Units), cost and expenses of pest control service to the Common Elements, cost and expense of garbage disposal and trash removal service to the Common Elements (cost and expense of garbage disposal and trash removal service to the Units shall not be Common Expenses, but shall be the responsibility of individual Units), and the costs and expenses of other utilities which are not metered to the individual Condominium Units.

3.8.1.4. Labor, materials and supplies used for or in conjunction with the maintenance, operation, repair and replacement of Association Property and the Common Elements and Limited Common Elements except as otherwise expressly provided herein.

3.8.1.5. Costs and expenses of repairing damages to the Condominium Property in excess of insurance coverage.

3.8.2. Costs and expenses of management of the Condominium, including the following:

3.8.2.1. Salary of a manager, if any, his or her assistants and agents, and related employer taxes and employee benefits, if any.

3.8.2.2. Management fees payable to an outside management company, if any.

3.8.2.3. Other expenses incurred in the management of the Condominium Property.

3.8.3. The cost and expense of acquiring, owning, managing, operating, maintaining, repairing and replacing all land, improvements and personal property owned or leased by the Association and such additional land, improvements and personal property as may be purchased by the Association through action of the Board of Administration.

3.8.4. All other costs and expenses that may be duly incurred by the Association through its Board of Administration from time to time in operating, protecting, managing and conserving the Condominium Property and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration or the Bylaws.

3.8.5. All other costs and expenses declared Common Expenses by provisions of the Condominium Act, this Declaration or the Bylaws.

3.8.6. Any valid charge against the Condominium Property as a whole.

3.8.7. The cost and expense of maintaining, repairing, servicing and replacing all heating and air-conditioning equipment serving a particular Unit and located either within or outside of a Unit shall not be a Common Expense but shall be the individual expense of the Owner(s) of the Unit being served by such equipment. The cost and expense of maintaining, repairing, servicing and replacing all lines and conduits running from any such heating and air-conditioning equipment to the Units being served by such equipment shall be the individual expense of the Owner(s) of the Unit being served by such equipment.

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

3.10. Condominium. "Condominium" means all of the Condominium Property as a whole when the context so permits, as well as the meaning stated in the Florida Condominium Act.

3.11. Condominium Documents. "Condominium Documents" means this Declaration of Condominium and all recorded exhibits hereto, as amended from time to time.

3.12. Condominium Parcel. "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

3.13. Condominium Plat. "Condominium Plat" means the survey, plot plan and plat annexed hereto as Exhibit "B" and incorporated herein by this reference.

3.14. Condominium Property. "Condominium Property" means the lands, leaseholds, and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights.

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

3.16. Developer. "Developer" means LIVE OAK LANDINGS, INC., a Delaware corporation, its designees, successors, substitutes and assigns.

3.17. Improvements. "Improvements" means all structures and all portions thereof, and artificial changes to the natural environment (exclusive of landscaping), located on the Condominium Property, including, but not limited to, each building.

3.18. Institutional Lender or Institutional First Mortgagee. "Institutional Lender" or "Institutional First Mortgagee" means and shall be construed to include, but not be limited to, banks, savings and loan associations, insurance companies, mortgage bankers, mortgage brokers, agencies of the U.S. Government, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), the Veterans Administration ("VA") and construction lender(s) for the Condominium, and other lenders generally regarded in the lending profession as institutional lenders, including affiliates thereof, holding a mortgage on the Condominium or any portion thereof or on a Unit or Units.

3.19. Land. "Land" means the real property owned by the Developer in fee simple (and easements, if any) being submitted to condominium ownership by this Declaration as Live Oak Landings, a Condominium, including airspace lying above and subterranean space lying below such surface.

3.20. Limited Common Elements. "Limited Common Elements" means those Common Elements, if any, which are reserved for the exclusive use of a certain Unit or Units to the exclusion of other Units as specified in this Declaration or in any Exhibits hereto.

3.21. Occupant. "Occupant" means a person or persons in lawful possession of a Unit, including, where the context permits or requires, the Owner or Owners thereof.

3.22. Operation. "Operation" or "Operation of the Condominium" means and includes the administration, repair, maintenance, replacement and management of the Condominium Property.

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

3.24. Special Assessment. "Special Assessment" means any assessment levied against Unit Owners other than the assessment required by a budget adopted annually.

3.25. Surface Water Management System. "Surface Water Management System" means the surface water management system located on the Condominium Property that is approved and regulated by Southwest Florida Water Management District.

3.26. Unit. "Unit" means a part of the Condominium Property which is subject to exclusive ownership as defined by the Condominium Act, including, but not limited to, any garage serving the unit. When used in the context of a conveyance of a Unit, and elsewhere when the context permits, the word Unit shall include the

appurtenances thereto which are elsewhere described in this Declaration.

3.27. Unit Owner. "Unit Owner" means a record owner of legal title to a Condominium Parcel.

3.28. Utility Services. As used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration, Articles and Bylaws, utility services shall include, but not be limited to, electric power, gas, hot and cold water, heating, refrigeration, air-conditioning, garbage, trash and sewage disposal, cable television and internal telephone and security system, if any.

3.29. Voting Interests. "Voting Interests" means the voting rights distributed to and held by the Association's members pursuant to the Condominium Act and this Declaration.

ARTICLE IV
Description of Condominium

4.1. Survey, Graphic Description of Improvements and Plot Plan. A survey of the Land, a graphic description of the Improvements in which Units are located and a Condominium Plat thereof, which together with this Declaration are in sufficient detail to identify the Common Elements and each Unit and provide an accurate representation of their relative locations and approximate dimensions, appear on that certain Condominium Plat of the Condominium being recorded herewith in Condominium Book 10, at Page 76A-H of the Public Records of Charlotte County, Florida, a copy of which is annexed hereto as Exhibit "B", and which Plat is hereby incorporated herein by reference. The actual size and configuration of any Unit depends upon the floor plan selected for the Unit. The Unit floor plans presently available are depicted in Exhibit "B" to this Declaration. The configuration, location, and size of each Unit whose construction has been substantially completed as of the recording of this Declaration, and the floor plan for each such Unit, is shown in Exhibit "B" to this Declaration.

In the event the actual physical location of any Unit at any time does not precisely coincide with the Condominium Plat and subsequent amendments, the actual physical locations shall control over the locations, dimensions and descriptions contained in the Condominium Plat and subsequent amendments. In the event of a total or substantial destruction of a Building, the location, dimensions and descriptions of the Unit(s) contained therein as set forth in the Condominium Plat and subsequent amendments will control.

4.2 Common Elements. The Common Elements of the Condominium shall include the following:

4.2.1. The Land described herein and all Improvements thereon, except for Units as shown on the aforementioned Condominium Plat and except for the Limited Common Elements.

4.2.2. The Property and installations in connection therewith required for the furnishing of Utility Services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing installations, including easements through the Unit necessary to provide such Utility Services; provided, however, Developer reserves the ownership of all main utility lines and equipment and all central television antenna signal distribution wires, lines and equipment that are installed by Developer within the boundaries of this Condominium and reserves the right to convey the same to the Association, Charlotte County or an agency thereof, Florida Power & Light Company, General Telephone Company of Florida, other entities providing Utility Services to the

Condominium, or such other person or legal entity as Developer may deem appropriate.

4.2.3. There is also appurtenant to each of the Units, easements, as needed, for encroachments benefiting such Unit resulting from minor construction deviations or variations and shifting and settling processes and easements, as needed, for storm water drainage and runoff from roofs from Units on to other Units and Common Elements. The streets, walks and other rights-of-way serving the Units as part of the Common Elements necessary to provide reasonable access to the public ways are hereby made subject to non-exclusive easements for ingress and egress for the benefit of the Units and for the benefit of the Developer, its successors and assigns for the purpose of providing vehicular and pedestrian ingress and egress to the Units and to property contiguous to the Condominium and for the purpose of installation, maintenance, repair and replacement of the utilities serving the Condominium and any property contiguous to the Condominium.

4.3. Limited Common Elements. In addition to the areas designated on the Plat as Limited Common Elements, the following shall be deemed to be Limited Common Elements, the use of which shall be limited to those Unit Owners to whom such use is assigned by or pursuant to the provisions of this Declaration, amendments thereto, or assignments executed by the Developer or by the Association:

4.3.1. Carpports and Parking Spaces. The carpports and parking spaces underneath a Unit extending to the intersection with the common access-way known as Live Oak Landings Drive shall be considered a Limited Common Element appurtenant to such Unit as designated on the Plat. The carpport and parking space immediately adjacent to a Unit shall be a Limited Common Element appurtenant to the Unit and shall be for the exclusive use of such Unit and its occupants from time to time. A sale, transfer or encumbrance of the Unit shall automatically, without specifically mentioning such carpport parking space and without the execution or recording of any further instruments, transfer or encumber such space. The exclusive right to use such a carpport parking space may not be separately conveyed, transferred, assigned or encumbered except as an appurtenance to the Unit under which it is located in conjunction with the conveyance, transfer or encumbrance of the Unit. Carpports and parking spaces are separate and distinct from garages, which are considered a part of the Condominium Unit. The carpports and parking spaces shall be maintained by the Association and the expense associated with such maintenance shall be a Common Expense.

4.3.2. Courtyards, Sidewalks and Entry Areas. Each courtyard, sidewalk and entry area, shown on the Condominium Plat as a Limited Common Element shall be a Limited Common Element reserved for the exclusive use of the Unit which it adjoins, as designated on the Condominium Plat.

4.3.3. Windows, Screens and Doors. All windows, screens and doors and garage doors, including all hardware locks and framings therefor, serving a Unit that are located outside the boundaries of the Unit shall be Limited Common Elements, reserved for the exclusive use of the Unit.

4.3.4. Porches, Balconies and Lanais. Any porch, balcony or lanai attached to and serving exclusively a Unit shall be a Limited Common Element. The Unit Owner shall be responsible for all cleaning, and the Association shall be responsible for all painting and maintenance. No porch or lanai may be carpeted, covered or enclosed in any way without the prior written approval of the Board of Administration. The maintenance, repair and replacement of such approved carpeting, covering or enclosure shall be the responsibility of the Unit Owner. Maintenance, repair and replacement of screening, where permitted, shall be the responsibility of the Unit Owner.

See
Amendment
12

see Amendment 11

4.3.5. Boat Slips. The Developer intends to construct a boat dock with boat slips as shown on the Plat. Portions of the boat dock are designated as common elements on the Plat. These areas designated as common element are for the nonexclusive use of the Unit Owners and Tenants of Unit Owners and shall be maintained by the Association. The use of the those areas of the boat dock and boat slips designated as limited common elements shall be limited to those Unit Owners to whom such use is assigned by or pursuant to the provisions of this Declaration. The maintenance of the boat slips and boat docks designated as limited common elements is to be performed by the Association at the expense of those Unit Owners to whom the said boat docks and boat slips have been assigned with each such Unit Owner bearing the actual expense associated with the repairs, maintenance and replacement to the Unit Owners boat dock or boat slip.

Each assigned boat slip exists as a limited common element and is identified, described and located on the Plat. Upon the assignment by the Developer of such boat slip, the boat slip shall become a limited common element appurtenant to the unit to which it is assigned and the owner of such unit shall have the exclusive right to use the boat slip. The assignment of a boat slip shall be at the sole discretion of the Developer. The Developer reserves the right to assign more than one (1) boat slip to a unit. Upon such assignment, any owner of a unit to whom such assignment is made shall have the exclusive right of use of such boat slip which shall become an appurtenance to said unit, and upon the conveyance of, or passing of title to the unit to which boat slip assignment is made, such interest in the boat slip shall pass as an appurtenance thereto in the same manner as the undivided interest in the common elements appurtenant to such unit; provided, however, the boat slips may be assigned to another unit in this condominium by the owner. Any assignment of a boat slip shall be in writing executed with the formalities of a deed and recorded in the public records of Charlotte County in order to become effective.

4.3.6. Others. Any part of the Common Elements that is connected to and exclusively serves a single unit, and is specifically required in this Declaration to be maintained, repaired or replaced by, or at the expense of, the Unit Owner, shall be deemed a Limited Common Element, whether specifically described above or not.

4.4. Easements. Each of the following easements are hereby granted, reserved and otherwise created in favor of the Developer, its grantees, successors and assigns, and the Unit Owners and other Occupants of Units in this Condominium and their guests and invitees (and in favor of public or private utility companies serving the Condominium, but as to such utility companies only where expressly specified in the Condominium Plat or by separate instrument executed by the Association and of record or recorded subsequent to the date hereof) and are covenants running with the title to the Condominium Property, and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any of the Land of the Condominium from the Condominium to the extent reasonably required to enable the companies to provide their respective services.

4.4.1. Utilities and Drainage. Drainage easements and easements for all water, sewer, electrical, telephone, cable T.V. and other utility lines and mains and drainage ditches, lines and structures, previously, now or here after providing service to the Condominium and/or the Units, the installation, repair, maintenance and replacement thereof and as may subsequently be required for utility services in order to adequately serve the Condominium and/or all Units, provided, however, easements through a Unit shall only be according to the plans and specifications for the Building containing the Unit or as the Building is actually constructed, unless approved in writing by the Unit Owner. The foregoing utility

easements are and shall also be in favor of all utility companies servicing the Condominium to the extent reasonably required to enable the companies to provide their respective services.

4.4.2. Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across all sidewalks, jogging paths, bicycle paths, lake boardwalks and bayside decks, bayside docking area, other paths, walks and lanes, as the same may from time to time exist upon the Common Elements, and, for vehicular traffic over, through and across the private streets, roads and drives, and such other portions of the Common Elements as may from time to time be paved and intended for such purposes, but the same shall not give or create in any person the right to drive or park upon any portions of the Condominium Property except those intended to be used for such purposes and reasonably suited therefor. This easement shall also be in favor of police, fire, emergency and service personnel while providing services to the Condominium or the Unit Owners. This easement shall not include those areas designated as Limited Common Elements.

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

4.4.4. Support and Use for Party Walls. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements. Where a common or equal wall serves two (2) or more Units, each Unit so served shall have a non-exclusive easement of use and support of such party wall.

4.4.5. Construction; Maintenance. The Developer (including its designees, contractors, successors and assigns) shall have the right, in its and their sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any Improvements or Units located or to be located thereon, provided such activity does not prevent or unreasonably interfere, in the opinion of the Developer, with the use or enjoyment by the Unit Owners of the Condominium Property.

4.4.6. Sales and Promotional Activity. For as long as there are any unsold Units in the Project, the Developer, its designees, successors and assigns, shall have the right to use any such Units and all parts of the Common Elements for model apartments and sales/administrative offices, to show model apartments and any unsold Units and the Common Elements to prospective purchasers and tenants, to erect on the Condominium Property signs and other promotional display materials, to advertise Units for sale or lease and for any other similar purposes the Developer deems appropriate in its opinion.

4.4.7. Maintenance and Repairs. An easement and right of the Association or its designees to enter over, through and upon all the Condominium Property for the purpose of maintaining, repairing and replacing any portions of the Condominium that are the responsibility of the Association; provided, however, that entry into a Unit, except in the case of an emergency, shall be permitted only with the consent of the Unit Owner or pursuant to legal process.

4.4.8. Reservation of Additional Rights in Developer. Until such time as Developer has completed the Condominium together with the construction of all permitted improvements, and sold all of the Units contained within the Condominium Property, easements, including but not necessarily limited to, ingress and egress, utilities and drainage easements are hereby reserved and shall exist through, in, over and upon the Condominium Property as may be required, convenient or desirable by Developer for the completion of the contemplated development of the Condominium and the permitted improvements thereupon, and the sale of the Units.

4.5. Association's Right to Amend and Create Additional Easements. The Association shall at all times have the right, power and authority to declare and create, convey and dedicate, modify and amend, from time to time, without joinder and consent of any Unit Owner, mortgagee, or lienor, reasonable easements over, upon, in and through the Condominium Property for drainage, utility or other purposes and for ingress and egress provided, however, that at the time of the creation of such easements and at the time of the modification or Amendment of any such easements, such easements and such modifications and Amendments shall not unreasonably interfere with the peaceful and lawful use and enjoyment of the Condominium Property and the Units by the Unit Owners.

4.6. Amendment to Declaration to Reflect Substantial Completion. All persons having any interest or rights in or acting with reference to this Condominium, whether as contract purchasers, grantees, mortgagees, lienors or otherwise, acknowledge and agree that if, at the time of the execution and recording of this Declaration and the Exhibits attached hereto and the Condominium Plat, the Condominium or any part thereof is not substantially completed, they irrevocably agree for themselves and their heirs, grantees, personal representatives, successors and assigns that the Developer by itself has the right to amend this Declaration and the Exhibits as may be necessary or desirable from time to time to identify, locate dimension, and submit the improvements, Units and Common Elements as and when the construction of each portion thereof is substantially completed. At such time as the construction of the Condominium or any portion thereof is substantially completed, the Declaration shall be amended to reflect such substantial completion and to include the certificate(s) required by the Florida Condominium Act. Such an Amendment when signed and acknowledged by the Developer shall constitute an Amendment to this Declaration, without approval of the Association, other Unit Owners or contract vendees, lienors or mortgagees of Units or of the Condominium or any other person, whether or not elsewhere required for an Amendment.

ARTICLE V
The Units

5.1. The Units. The Units of the Condominium are more particularly described in this Declaration and in the Condominium Plat attached as Exhibit "B" to this Declaration, and the rights and obligations of the Unit Owners are established as provided herein.

5.2. Unit Identification. There shall be a total of twenty-three (23) Units located within a total of five (5) Buildings. The Units in this Condominium shall be known as: Units 1 through 23, inclusive.

5.3. Unit Boundaries. Each Unit shall include that part of the Building containing the Unit which lies within the boundaries of the Unit, which boundaries shall be determined in the following manner:

5.3.1. Upper and Lower Boundaries. The upper and lower boundaries of the Units shall be the following boundaries extended as horizontal planes, when necessary, to intersect with the perimetrical boundaries described below.

5.3.1.1. The upper boundaries shall be the lower surface of the unfinished ceiling slab.

5.3.1.2. The lower boundaries shall be the upper surface of the unfinished floor slab of the garage.

5.3.2. Perimetrical Boundaries. The perimetrical boundaries of Units shall be the following boundaries extended as vertical planes when necessary to intersect with the upper and lower boundaries described above.

5.3.2.1. Exterior Building Walls. The perimetrical boundaries shall be the inner most unfinished surface of the exterior wall of the building containing such Unit, provided however, the balconies shall not be included within such Units, but instead shall be Limited Common Elements for such Units.

5.3.2.2. Interior Building Walls. The perimetrical boundaries shall be the inner most unfinished surface of the interior walls separating units.

5.3.2. Boundaries - Further Defined. The boundaries of the Unit shall not include all of those spaces and improvements lying within the undecorated and/or unfinished inner surfaces of the perimeter walls and those surfaces above the undecorated finished ceilings of each Unit, and those surfaces below the undecorated finished floor of each unit, and further shall not include those spaces and improvements lying within the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions.

5.3.4. 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.

5.3.5. Utilities. The Unit shall not be deemed to include any pipes, wiring, ducts or other utility installations that are physically within the above-described boundaries, but which serve other units or the Common Elements. Such utility installations shall be Common Elements.

5.3.6. Exceptions. In cases not specifically covered in this Section 5.3., or in any case of conflict or ambiguity, the graphic depictions of the Unit boundaries set forth in Exhibit "B" to this Declaration shall control in determining the boundaries of a unit, except the provisions of 5.3.5. above shall control over Exhibit "B".

5.4. 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:

5.4.1. An undivided ownership share in the Land and other Common Elements and the Common Surplus, as specifically set forth herein.

5.4.2. 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.

5.4.3. The exclusive right to use the Limited Common Elements reserved for the Unit, and the non-exclusive right to use the Common Elements.

5.4.4. Other appurtenances as may be provided by law or by this Declaration and its exhibits.

5.5. Ownership of Common Elements and Common Surplus. When there is a purchase of a condominium unit in this condominium, the unit owner becomes vested in a fee simple interest in and to the subject condominium unit. The ownership and undivided shares of the respective condominium units in the common elements and the common surplus shall be as set forth in Exhibit "E" attached hereto and made a part hereof. Live Oak Landings is a phase condominium. This Declaration of Condominium submits Phase I to condominium ownership. There are four (4) contemplated phases as more particularly described in Exhibit "B" annexed hereto. When each subsequent phase is added, the condominium units in each such additional phase will commence their sharing of common expenses and common elements in accordance with the provisions of this Declaration of Condominium. Upon each subsequent phase being added to this condominium, the percentage of ownership of the common elements and common surplus, and the percentage of the common expenses of each respective unit shall be reduced; therefore, after submission of the additional phases, the unit owners percentage ownership of the common elements and common surplus and the percentage of common expenses shall be as set forth in Exhibit "E". If subsequent phases are not developed and added as a part of this condominium, then the percentage of ownership of the common elements and common surplus and the percentage of the common expenses will not be reduced as set forth above and the percentage shall remain as set forth in Exhibit "E" among all units and all phases that had been added to this condominium.

5.6. Air Conditioning and Heating. In the event a heating and air conditioning system serving only the Unit is located outside the boundaries of the Unit such equipment shall be deemed to be a limited common element reserved for the exclusive use of the unit, however, the Unit Owner shall be responsible for the maintenance, repair and replacement of such equipment.

5.7. Restraint Upon Separation and Partition. The undivided share of ownership in the Common Elements and Common Surplus appurtenant to a Unit cannot be conveyed or encumbered separately from the Unit and passes with the title to the Unit, whether or not separately described. No owner may maintain an action for partition of the Common Elements. The shares in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the Units.

5.8. Liability for Common Expenses. The owner of each Unit shall be liable for a proportionate share of the Common Expenses, such share being the same as the undivided share of the Common Elements appurtenant to the Unit.

5.9. Alteration of Boundaries Between and Size of Abutting Units and of Interior Design and Layout of Units and Combining Abutting Units By Developer. The Developer hereby reserves the absolute right, in its sole discretion, without the consent or approval of any Unit Owner(s), mortgagees(s) or other lienors, contract vendee(s), the Association or any other person(s), to modify, move, alter, amend or change the boundaries between abutting Units owned by the Developer in such a manner as to, among other things, include additional rooms or spaces in one Unit and exclude them from the other Unit and to increase the size of one such Unit and to decrease the size of the other, and to combine two abutting Units into one Unit, provided the Developer shall own all such Units and if any such Units are encumbered shall have obtained the consent of the mortgagee thereto. Notwithstanding anything contained herein to the contrary, no amendment to this Declaration

may change the configuration or size of any Unit in any material fashion, unless the record owner of the Unit and all record owners of liens affecting said Unit and at least a majority of the record owners of all other Units consent to the amendment.

The Developer also reserves the absolute right, in its sole discretion, without the consent or approval of any Unit Owner(s), mortgagee(s) or other lienor(s), contract vendee(s), the Association or any other person(s) to change, alter, modify or amend the interior design arrangement, number of rooms and layout of all Units, so long as the Developer owns and has not encumbered the Units so altered, or, if encumbered, has obtained the consent of such mortgagee to such change, alteration, modification or Amendment.

The rights conferred upon the Developer herein are subject to compliance with the provisions of Florida Statute §718.403.

5.10. Amendment of Declaration by Developer to Reflect Alteration of Boundaries Between or Size of or Interior Design and Layout of Units or Combining of Units. The Developer shall reflect such a change, modification, alteration or Amendment in the boundaries between such abutting Units, in the size of such abutting Units or in the interior design, layout or arrangement of Units or the combination of two or more Units into one Unit (as described in Article 5.8) above by filing an Amendment to the Condominium Plat prepared by a licensed Florida surveyor and an Amendment to the Condominium Declaration.

In the event such an Amendment changes the boundary lines between two (2) abutting Units, such Amendment to the Declaration shall not redistribute between the two (2) Units involved the interest in the Common Elements and share of the Common Surplus.

In the event the Developer by such Amendment combines two or more Units to create one new and larger Unit, the interest in the Common Elements and the Common Surplus and the share of the Common Expenses previously assigned and appurtenant to the Units being combined shall be automatically reassigned to the new and larger Unit.

Such Amendment to the Declaration shall be executed with the formality required by law for the execution of a deed, need be signed only by the Developer and the mortgagee(s) holding a mortgage on the Unit(s) affected and shall be filed and recorded in the Public Records of Charlotte County, Florida, and shall be effective from and after the date it is file and recorded.

Such Amendment to the Condominium Plat need be executed only by a licensed Florida Land Surveyor, and shall be filed in the Condominium Plat Book of Charlotte County, Florida.

The rights conferred upon the Developer herein are subject to compliance with the provisions of Florida Statute §718.403.

ARTICLE VI
Use and Occupancy Restrictions

6.1. Use and Occupancy Restrictions. In order to provide for the congenial and harmonious use and occupancy of the Condominium Property and to protect the value of the Units, the use and occupancy of the Condominium Property and each Unit shall be in accordance with the provisions hereinafter set forth.

6.2. Occupancy and Use of Units. Each of the Units shall be used and occupied as a single family residence only, except as may be otherwise herein expressly provided. Under no circumstances may more than one family reside in a Unit at one time.

6.3. Corporations, Partnerships and Other Entities. The sale transfer or lease of a Unit to a corporation, partnership, trust or other entity shall be conditioned upon (a) the prior designation by the purchaser, transferee or tenant, as the case may be, of the one single family or individual that will use the Unit as a single family residence, and (b) the prior approval by the Board of Administration of the designated single family or individual. No transient or general tourism type use of a Unit by a corporation, partnership, trust or other entity shall be permitted. The single family or individual designated as the user and occupant of the Unit owned by a corporation, partnership, trust or other entity shall not be changed more than twice during any one calendar year except in connection with the approved sale, transfer or lease of the Unit. Use of a Unit owned by a corporation, partnership, business, trust or other entity by others than the designated and approved single family or individual shall be subject to the same restrictions and limitations contained in the Declaration and/or the Rules and Regulations of the Association on the leasing, lending and/or loaning of Units that are applicable to the other Units.

6.4. Subdivision of Units Prohibited. Except as expressly reserved to the Developer, no Unit may be divided or subdivided for purposes of sale, transfer or lease.

6.5. Prohibitions. No owner, tenant or other occupant of a Unit shall:

6.5.1. Paint or otherwise change the appearance of the exterior of the Unit or the Building or of any exterior wall, door, window, screen patio, balcony, terrace or any other exterior surface; place any sunscreen, blinds or awning on any terrace or exterior surface or opening without prior written approval of the Board; place any draperies, blinds or curtains at or over the windows or doors of any unit without a solid, light color exterior liner acceptable to the Board; tint, color or otherwise treat or apply anything to any window or door which will adversely or materially change or affect the uniform exterior appearance of the Building in the opinion of the Board; plant, place or maintain any plant or Landscaping outside of a Unit except upon prior written approval of the Board and except for designated planting decks shown on the Condominium Plat annexed hereto as Exhibit "B"; erect or install any exterior lights or signs; place any signs or symbols in or on windows or doors; erect, place or attach any structures or fixtures within or to the Common Elements; nor any of the foregoing without the prior written consent of the Board;

6.5.2. Make any structural alterations to any Unit or to the Common Elements provided, however, this shall not prevent the erection, removal or modification of non-support carrying interior partitions wholly within the Unit; nor fasten any fixtures, or objects to walls, floors or ceilings that would damage any structural portions of the Common Elements or utilities or electrical lines or heating or air conditioning ducts or mains;

6.5.3. Fail to conform to and abide by the Declaration and Bylaws and the uniform Rules and Regulations in regard to the use of the Units, the Association Property and the Common Elements which may be adopted from time to time by the Board, or fail to allow the Association to enter the Unit at any reasonable time, when necessary for maintenance, repair or replacement of common elements or emergency repairs necessary to prevent damage to common elements or another unit(s).

6.5.4. Erect, construct or maintain any wires, aerials, antennas, satellite dishes, receiving dishes, garbage or refuse receptacles or other equipment or structures on the exterior of the Building or the Unit or on any of the Common Elements, except with the prior written consent of the Board.

6.5.5. Obstruct ingress or egress to the other Units or the Common Elements.

6.5.6. Hang or display any laundry, garments or other unsightly items or objects which are visible outside of the Unit.

6.5.7. Allow anything to remain in the common areas which would be unsightly or hazardous.

6.5.8. Allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, and each Unit, the Association Property and the Common Elements shall at all times be kept in a clean, safe and sanitary condition.

6.5.9. Make use of the Common Elements and/or Association Property in such a manner as to abridge the equal rights of the other Unit Owners to their use and enjoyment, except as otherwise expressly provided herein and except for the Limited Common Elements as herein provided.

6.5.10. Subject a Unit to a partition action in any court and all Unit Owners do by their acceptance of a conveyance of such Unit, waive any right to maintain or bring such an action.

6.5.11. Park, maintain or keep commercial vehicles, trucks, motorcycles, campers, trailers, mobile homes, motor homes, recreational vehicles, and similar vehicles in any parking area or elsewhere in the Condominium, except service vehicles during the time their occupants are actually serving a Unit or the Common Elements; provided, however, this shall not prevent Mopeds or small sailboats, windsurfers and similar water-oriented recreational equipment from being stored in the Owner's enclosed parking garage or elsewhere with the prior written approval of the Board and subject to rules and regulations governing such storage adopted by the Board; nor shall this prevent the maintenance and parking of such vehicles as may be essential and necessary to transport handicapped persons such as their wheelchairs or other similar devices.

6.5.12. Use any garage, terrace, landing or stairway or the Common Elements for outdoor cooking of any nature, except those areas, if any, designated by the Board for such purposes and designated by this Declaration for such use.

6.5.13. Permit the installation of any objects or flooring in a Unit the weight of which (together with any padding or insulating materials), would exceed the approved load limit for the area involved.

6.5.14. Install or permit the installation of storm or other shutters, awnings, shades or coverings over exterior windows, glass doors or other exterior surfaces without the prior written approval of the Board of Directors. Notwithstanding the foregoing, Hurricane Shutters may be installed pursuant to Hurricane Specifications promulgated by the Board.

6.6. Pets Restricted. Unit Owners may keep and maintain one (1) household pet per Unit, provided such household pet weighs no more than forty pounds (40 lbs.). No Unit Owner may keep or maintain any additional pets or animals, or any pets or animals weighing in excess of forty pounds (40 lbs.) in a Unit, the Association Property or on the Common Elements without the prior written consent of the Board. Consent, if given, may be revoked at any time. No tenants, guests or invitees of a Unit Owner shall be permitted to bring pets or animals of any kind on the Condominium Property. Consent to keep a pet shall expire when the pet dies or is no longer kept by the Unit Owner. No pets shall be allowed to roam free upon the Condominium Property or otherwise become a nuisance to the other Unit Owners. If, in the opinion of the Board, a permitted pet has become a nuisance, the Board shall have

the right to require the pet to be removed permanently from the Condominium Property upon seven (7) days written notice to the Unit Owner.

6.7. Common Elements. The Common Elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the Units and their occupants and as otherwise herein provided.

6.8. Nuisances. No nuisance as defined by the Association shall be allowed upon the Condominium Property. Nor shall any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents be allowed, except for the sales, administrative, marketing and promotional activities of the Developer.

6.9. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

6.10. Leasing or Loaning. Leasing or renting of a Unit by a Unit Owner is not prohibited but is restricted. No portion of a Unit (other than an entire Unit) may be rented or leased for a term of less than seven (7) consecutive days. The leasing and renting of Units shall also be subject to the prior written approval of the Board. Any Unit Owner desiring to rent or lease a Unit shall submit such request in writing to the Association setting forth the name of the lessee, and supply such information as may be required by the Association. Approval of tenants shall not be unreasonably withheld. The Association may charge a fee in connection with each request for leasing approval but no such fee shall be in excess of the expenditures reasonably required for such lease approval, nor shall such fee be in excess of the maximum allowed by law. The Unit Owner shall be jointly and severally liable with the tenant to the Association to repair any damage to the Condominium resulting from any acts or omissions of tenant or tenant's guests (as determined in the sole judgment of the Association) and to pay for injury or damage to property caused by the negligence of the tenant or tenant's guests. All leases shall be, as are hereby made, subordinate to any lien filed by the Association, whether prior to or subsequent to such lease.

See
Amendment
8

The Board of Administration of the Association may by rule and regulation restrict and limit the loaning or lending of Units by the Unit Owners. Tenants may not loan or lend the Unit they are renting.

To the extent permitted by the Florida Condominium Act, as it may be subsequently amended, the approval provisions of this Article shall not apply to the Developer, its successors or assigns, or to any Institutional Lender.

During the period of time that a Unit is leased or loaned to others, the Unit Owner and the Unit Owner's family or guests shall not have the right to use or occupy the Association Property or Common Elements of the Condominium except as a guest in the presence of the tenant or occupant of the Unit.

6.11. Leasing or Loaning Boat Slips. Leasing or loaning boat slips is prohibited, except incident to an approved lease of a Unit.

6.12. Rules and Regulations. Uniform Rules and Regulations concerning the use of the Units the Association Property and the Condominium Property, including the Project's recreational facilities, may be made and amended from time to time by the Association, in the manner provided in the Articles or Bylaws. Copies of such rules and regulations and amendments thereto shall

be furnished by the Association to all Unit Owners, occupants and Institutional Lenders on request.

6.13. Proviso. Notwithstanding anything herein contained, until Developer has sold and/or transferred all of the Units in the Condominium, neither the Unit Owners nor the Association nor the use of the Condominium Property shall interfere with the sale or lease of the Units. Developer may make such use of the unsold Units and Common Elements as may facilitate such completion and sale or lease, including, but not limited to, maintenance of a sales office, a model, the showing of the property, the display of signs, and the right to have a rental/lease program if economic conditions so warrant.

ARTICLE VII
Maintenance, Repair, Replacement;
Additions, Alterations and Improvements

7.1. Maintenance, Repair, Replacement, Additions, Alterations and Improvements. The responsibility for the maintenance, repair and replacement of the Condominium Property and restrictions upon additions, alterations and improvements thereto shall be as hereinafter provided.

7.2. Maintenance, Repair and Replacement By the Association. The Association shall maintain, repair and replace, as part at the Association's Common Expenses:

7.2.1. All portions of a Unit (except interior surfaces and coverings) contributing to the support of the Building in which the Unit is located, which portions shall include, but not be limited to, exterior walls and interior demising or party walls of the Building, roofs, structural components, floor and ceiling joists and slabs, load-bearing columns and load-bearing walls;

7.2.2. All conduits, ducts, plumbing, pipes, wiring and other facilities for the furnishing of utility services contained in the portions of a Unit to be maintained by the Association, and all such conduits, ducts, plumbing, pipes, wiring and other facilities contained within a Unit that service part or parts of the Condominium ~~other than or in addition to the Unit within which they are contained;~~

deleted in Amendment 10

7.2.3. All air conditioning and heating equipment providing service to the Common Elements, and, the master cooling tower and appurtenant facilities and equipment, but not the heating and air-conditioning equipment serving only a particular Unit;

~~7.2.4. All exterior surfaces, including screens and glass, except for those that are the responsibility of the Unit Owners;~~

7.2.5. All incidental damage caused to a Unit by such work shall be repaired promptly at the expense of the Association.

7.2.6. All grounds, landscaping, and recreational facilities and amenities throughout the Condominium.

7.3. Maintenance, Repair and Replacement By the Unit Owner. The obligation and responsibility of each Unit Owner for maintenance, repairs and replacement, at the Unit Owner's sole cost and expense, shall be as follows:

7.3.1. To maintain, repair and replace, all portions of the Unit (except the portions to be maintained, repaired and replaced by the Association), including, but not limited to, paint, finishes, floor coverings, wall and/or ceiling coverings, wallpaper and decoration of all interior walls, floors and ceiling coverings, all built-in shelves, cabinets, counters, storage areas and closets; all refrigerators, stoves, ovens, disposals, dishwashers, trash compactors and other kitchen equipment; all appliances in the

See Amendment 12

See Amendment
12

Unit; all bathroom fixtures, equipment and apparatus; all Landscaping and plants located within the interior of a Unit; all doors and windows including sliding glass doors, except those that are designated as Limited Common Elements; all non-load bearing and non-structural room partitions and dividers; and all furniture, furnishings and personal property contained within the Unit. In the event an Owner fails to properly maintain and repair the Unit or fulfill the obligations under this Article, the Association, at the direction of the Board of Administration, may make such repairs as the Board may deem necessary and the cost thereof shall be recovered from such defaulting Unit Owner. The Association shall be entitled in any action for collection from such Unit Owner to recover the cost of any repairs it shall make, plus interest at the highest lawful rate per annum and reasonable attorneys fees and expenses incurred by the Association in the collection thereof. Such work shall be done without disturbing the rights of other Unit Owners.

7.3.2. To maintain, repair and replace all air-conditioning and heating equipment serving the Unit and located in the Unit or outside the Unit and the conduits and lines from such equipment to the Unit which shall be Limited Common Elements serving the Unit.

7.3.3. Each Unit Owner shall promptly report to the Association any defects, damage or need for repairs for which the Association is responsible that comes to the attention of the Unit Owner.

7.4. Additions, Alterations or Improvements by Unit Owners.
The following restrictions shall apply to additions, alterations, and improvements by Unit Owners:

7.4.1. No Unit Owner shall make any additions, alterations or improvements in or to the Common Elements, or to any Limited Common Element, unless otherwise provided herein specifically to the contrary.

7.4.2. No Unit Owner shall paint or otherwise decorate or change the appearance or architecture of all or any portion of the exterior of the Building, the Unit or the Limited Common Elements or Common Elements without the prior written consent of the Board of Administration, except as may be otherwise expressly provided herein.

7.4.3. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such additions, alterations or improvements in such Unit Owner's Limited Common Elements within thirty (30) days after such request and all additional information requested by the Board is received, and the failure to so answer within the stipulated time shall constitute the Board's consent, provided that during such period, the Board shall have the absolute right, with or without cause, to reject any such request.

7.4.4. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise.

7.4.5. Once approved by the Board, such approval may not be revoked thereafter.

7.4.6. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed for such Owner, and his heirs, personal representatives, successors and assigns, to indemnify and hold the Association and all other Unit Owners harmless from any liability or damage to the Condominium Property and expenses arising therefrom, and such Unit Owner shall be solely responsible for the

Declaration - 17

See
Amendment
10

See
Amendment
10

PAGE 1801

OR BOOK 1561

see Amendment
10

~~maintenance, repair, replacement and insurance thereof as may be required by the Association.~~

7.4.7. If the Owner fails to construct the addition, alteration or improvement in the manner approved, the Owner shall be obligated to make all corrections necessary and if such Owner fails to do so, the Association, upon notice to the Owner, may make such corrections and demand payment from such Owner all the cost of such correction and to seek collection therefrom upon nonpayment.

7.4.8. The Board may appoint an Architectural Control Committee to assume the foregoing functions on behalf of the Board.

ARTICLE VIII
Assessments

8.1. Assessments. The Association has the power to levy and collect Assessments against each Unit Owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association, including regular Assessments for each Unit's share of the Common Expenses as set forth in the annual budget, and special Assessments for non-recurring or unbudgeted Common Expenses. The Association may also levy special charges against any individual Unit for any amounts other than Common Expenses which are properly chargeable against such Unit under this Declaration or the Bylaws of the Association. The making and collection of Assessments against the Unit Owners for the Common Expenses shall be pursuant to the Condominium Act, the Bylaws of the Association and the provisions hereinafter provided. The Developer, pursuant to Section 718.116(9)(a)(2), Florida Statutes (1995), guarantees that assessments for common expenses imposed upon other unit owners shall not increase over the sum of \$200.00 per month per unit in exchange for being excused from paying assessments on Developer owned units. During the period of the guarantee referenced herein, Developer shall pay any amount of common expenses incurred during the guarantee period and not produced by the assessments at the guaranteed level receivables from other Unit Owners. This guarantee shall commence on the date of the first conveyance of a Unit to an owner other than the Developer, and shall expire one (1) year from that date. Developer has an option to extend the guarantee for an additional one (1) year period. Pursuant to Florida Statute §718.112(d), reserves for the fiscal year when the Association is created, will be waived by Association Action. The Developer, pursuant to Section 718.112(f), Florida Statutes (1995), may cast votes to waive reserves for the first two (2) years of the operation of the Association.

8.2. Share of Common Expenses. Each Unit shall be liable for an equal share of the Common Expenses.

8.3. Annual Budget of Common Expenses. The Annual Budget of Common Expenses for the Association and the Condominium shall be adopted by the Board.

8.4. Right of Association to Collect Interest and Late Charges. The Association shall have the right to collect interest on and late charges on delinquent Assessments. The rate of interest and the amount of the late charges payable shall be uniform, shall not exceed those permitted by law and shall either be set forth in the Bylaws of the Association or, if not, shall be established from time to time by the Board.

8.5. Interest, Late Charges, Application of Payment. Assessments and installments of such Assessments paid on or before ten (10) days after the date when due shall not bear interest, but all such sums not paid on or before ten (10) days after the date when due shall bear interest at the maximum rate of interest allowed by law from the date when due until paid and shall be subject to late charges as determined by the Board from time to time. The late fee shall be in addition to interest and shall be

in an amount equal to \$25.00 or five percent (5%) of each installment of the assessment of each delinquent installment that the payment is late. All payments upon account shall be first applied to interest, if any, and then to any late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment. All interest collected shall be credited to the general expense account.

8.6. Right of Association to Accelerate Assessments. In the event a Unit Owner becomes more than thirty (30) days delinquent in the payment of any installment of an Assessment and a Claim of Lien is recorded in the Public Records of Charlotte County, Florida, the Association shall have the option and right, in addition to all other rights and remedies it may have with respect to the delinquent Assessment, of accelerating the obligation of such delinquent Owner to pay (i.e. the due date of) the remaining balance of the Assessments due from the Unit Owner for the current fiscal year of the Association. The entire accelerated Assessment shall be due, at the Association's option, upon its execution and recording of its Claim of Lien in the Public Records of Charlotte County, Florida, and mailing of its Notice of Acceleration to the delinquent Unit Owner. Such delinquent Unit Owner shall also be obligated to promptly pay any and all interim Assessment increases occurring after the acceleration of the unpaid installments (i.e. the balance) of the Assessment by the Association.

8.7. Lien For Assessments. There shall be a lien on each Unit for unpaid Assessments, together with interest as provided by the Condominium Act, which shall also secure the costs, expenses and reasonable attorney's fees incurred by the Association incident to the collection of such Assessments and/or the preparation, enforcement and foreclosure of such lien, whether suit is filed or not, and, whether such legal fees are for negotiations, trial, appellate or other legal services. The lien is perfected upon recording a Claim of Lien in the Public Records of Charlotte County, Florida, stating the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association, the Assessments past due and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid Assessments and charges coming due prior to the entry of a Certificate of Title. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

8.8. Priority of Lien. Except as set forth herein, the lien is effective from and shall relate back to the date of recording of this Declaration of Condominium. However, as to first mortgages of record, the lien is effective from and after recording of the Claim of Lien. No lien shall continue for a longer period than one (1) year after the Claim of Lien has been recorded unless, within that time, an action to enforce the lien is commenced in a court of competent jurisdiction.

8.9. 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. The Association is entitled to recover its reasonable attorney's fees and costs incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid Assessments.

8.10. Rental Pending Foreclosure. In any action involving a foreclosure of a lien for Assessments, the Owner of a Unit subject to the lien may be required by the Court in its discretion, if occupying the Unit during the pendency of the foreclosure, to pay reasonable rental for the Unit during the period of such occupancy and the Association shall be entitled to the appointment of a receiver to collect the same.

8.11. Transfer of Ownership of Foreclosed Unit. If a foreclosure action is brought against the Owner of a Condominium Parcel and the interest of the Owner in the condominium Parcel is sold, the Owner's membership shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

8.12. Liability for Assessments Upon Transfer of Unit. A Unit Owner is jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. The liability of a first mortgagee or its successor or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due prior to the mortgagee's acquisition of title is to be determined pursuant to Section 718.116 of the Florida Condominium Act.

8.13. Certificate As To Assessments. Within fifteen (15) days after request by a Unit Owner, Unit purchaser or mortgagee, the Association shall provide a certificate 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.

8.14. Schemes or Devices to Avoid Liability for Assessments. The liability of a Unit Owner or Unit Owners for Assessments may not be avoided or abated by the Unit Owner(s) by waiving or abandoning, either voluntarily or involuntarily, the use of the Unit or the Common Elements or by an interruption in or an interference with the availability of or use of the Unit or Common Elements to the Unit Owner.

ARTICLE IX
Association

9.1. Association. The operation of the Condominium shall be by Live Oak Landings Association, Inc., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the provisions herein set forth. Notwithstanding anything hereinafter contained or implied to the contrary, the Association shall fulfill its functions and obligations without discriminating against any Unit Owner or any group of Unit Owners.

9.2. Articles of Incorporation of the Association. A copy of the Articles of Incorporation of the Association is attached to this Declaration as Exhibit "C".

9.3. Powers. The Association shall have all of the powers and duties reasonably necessary to operate the Condominium Property as set forth in the Condominium Act, this Declaration and the Articles of Incorporation and Bylaws of the Association, and as the same may be amended from time to time. It shall also have the power prior to and subsequent to the recording of this Declaration to acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in real and personal property, including, but not limited to country clubs, club houses, and other recreational facilities, whether or not contiguous to the Land of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of Unit Owners and to declare the expenses of rental, membership fees, operation, replacements and other undertakings in connection therewith to be Common Expenses and may make such covenants and restrictions respecting the use of the facilities not inconsistent with the Condominium Act as may be desired. The Association shall also have the power to contract for the management of the Condominium and to delegate to the manager all of the powers and duties of the Association except such as are specifically required by this Declaration, the Bylaws of the Association or the

Condominium Act to have the approval of the Board or the membership of the Association.

9.4. Additional Powers of Association. The Association shall have the irrevocable right of access into any Unit during reasonable hours when necessary to make emergency repairs and to do other work necessary for the proper maintenance, repair or replacement of any Common Elements of the Condominium. The Association shall also have the right and power to grant and relocate easements, licenses and permits over the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium. The Association shall also have the power to adopt and amend rules and regulations governing the details of the operation and use of the Condominium Property.

9.5. Obligations of the Association. The Association shall have all of the obligations imposed upon it by the Condominium Act. In addition, the Association shall make available to Unit Owners and to all Institutional Lenders holding a mortgage on any Unit in the Condominium and to insurers of any mortgages current copies of the Declaration, the Articles of Incorporation of the Association, the Bylaws of the Association, the Rules and Regulations, or other items within the official records for inspection during normal business hours and copying thereof at the expense of the inspecting party. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the person seeking copies.

The Association shall also make available to prospective purchasers current copies of the Declaration of Condominium, the Articles of Incorporation of the Association, the Bylaws of the Association, the Rules and Regulations of the Condominium and the most recent annual financial statement of the Association. The Association may charge a reasonable fee for such copies.

If the Federal Housing Administration, Veterans' Administration, Federal National Mortgage Association or Federal Home Loan Mortgage Corporation owns or insures a mortgage on a Unit in the Condominium, the Association shall prepare and furnish to such agency upon request an audited financial statement of the Association for the immediately preceding fiscal year of the Association.

It is the responsibility of the Association to operate and maintain the Surface Water Management System.

9.6. Bylaws. The administration and management of the Association and the operation of the Condominium Property shall be governed by the Bylaws, a copy of which is attached as Exhibit "D" to this Declaration.

9.7. Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for the injury or damage, other than the cost of maintenance and repair which shall be shared equally by all Units, caused by any latent condition of the property to be maintained by the Association, or caused by the elements or other owners or persons.

9.8. Restraint Upon Assignment of Shares and Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, encumbered or transferred in any manner, except as an appurtenance to the Unit.

9.9. Approval or Disapproval of Matters. Whenever a decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Owner in an

Association meeting, unless the joinder of all record Owners is specifically required by this Declaration, the Articles of Incorporation of the Association or the Bylaws of the Association.

9.10. Membership and Voting Interests and Rights. All Unit Owners in the Condominium are and must be members of the Association. The Owner(s) of each Unit shall be entitled to cast one (1) vote for each unit owned as provided in the Bylaws of the Association.

9.11. Right of Association to Cancel Contracts. The Association shall have a right of termination of any contract or lease entered into by the Association prior to the turnover of the control of the Association by the Developer and which is unfair or unreasonable, which right of termination shall be exercisable without penalty at any time after transfer of control of the Association by the Developer upon not more than ninety (90) day's written notice to the other party to such contract or lease.

9.12. Developer's Right to Control and Manage Association During Development and Sales Period. The Developer has and hereby reserves the right to control the management and operation of the Condominium and the affairs and decisions of the Association and its Board of Administration during the development and sales period of the Condominium by electing initially all and thereafter a majority of the Directors of the Association in accordance with Section 718.301 of the Condominium Act and the Articles of Incorporation of the Association attached as Exhibit "C" hereto.

9.12.1. When Unit Owners other than the Developer own 15 percent or more of the Units in a Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect no less than one-third of the members of the Board of Administration of the Association. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Administration of the Association:

9.12.1.1. Three years after 50 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

9.12.1.2. Three months after 90 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

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

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

9.12.1.5. Seven years after recordation of the Declaration of Condominium, whichever occurs first.

The Developer is entitled to elect at least one member of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business at least 5 percent of the Units. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit Owner except for purposes of requiring control of the Association or selecting the majority members of the Board of Administration.

9.12.2. Notwithstanding the foregoing, the Developer may terminate such right of control at any time by relinquishing and

waiving such right in writing and turning over control of the Board of Administration and the Association to the Unit Owners, who shall accept such turnover.

9.12.3. During the period the Developer retains such control, the Developer shall have the right to take all actions, make all decisions and do all things on behalf of the Association, including but not limited to, the right to enter into contracts on behalf of the Association for the purchase of property and for maintenance, operation and management of the Association and the Condominium, the maintenance, repair and replacement of the Condominium and property and facilities serving the Condominium, the determination of budgets and assessments and the levy and collection of Assessments against the Unit Owners and the enactment and enforcement of Uniform Rules and Regulations governing the ownership, occupancy and use of the Units and the Condominium Property.

9.12.4. While exercising such control and management, however, the Developer shall observe the format and formalities of the Association's corporate regime and structure, including maintenance of all required minutes, books and records and the provision of the Condominium Act and any rule promulgated thereunder.

ARTICLE X
Insurance, Repair and Rebuilding

10.1. Insurance. The insurance, other than title insurance, which shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the provisions hereinafter set forth.

10.2. Authority to Purchase; Named Insured. The Association shall have the following responsibilities:

10.2.1. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association Property, and the Condominium Property required to be insured by the Association pursuant to the Condominium Act. A copy of each policy of insurance in effect shall be made available for inspection by the Unit Owners at all reasonable times.

10.2.2. All hazard policies issued to protect the Condominium Buildings shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to, fixtures, installations, or additions compromising that part of the Building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed, or replacements thereof of like or quality, in accordance with the original plans and specifications, or as existed at the time the Unit was initially conveyed if the original plans and specification are not available. However, the word "building" shall not include floor coverings, wall coverings or ceiling coverings. With respect to the coverage provided for by this paragraph, the Unit Owners shall be considered additional insureds under the policy.

10.2.3. All insurance policies upon the Condominium Property shall be purchased by the Association and the named insured shall be the Association, individually, and for the use and benefit of the Unit Owners, naming them and their mortgagees as their interests may appear. Provisions shall be made for the issuance of mortgage endorsements and memoranda of insurance to the mortgagees of Unit Owners.

10.3. Mortgagee Approval. So long as an Institutional first Mortgagee shall hold a mortgage upon at least a majority of the Units in the Condominium, such mortgagee shall have the right to approve the insurer on all insurance policies covering the

Condominium Property, and the Association shall submit to the mortgagee proof of payment of the annual premiums on all such insurance policies purchased by the Association. If the Association fails to procure any of the requisite insurance coverages hereunder and to pay the premiums therefor, the Institutional Lender will have the right to order and pay for the policies and be subrogated to the assessment and lien rights of the Association with respect to such payment. This subparagraph shall be construed as a covenant for the benefit of, and may be endorsed by, any such Institutional First Mortgagee.

10.4. Casualty. All of the facilities in the Condominium, including all Buildings and improvements and all personal property belonging to the Association or a part of the Common Elements, shall be insured in an amount equal to the full insurable value or 100% of their then current replacement cost excluding land, foundations, excavations and other items that are usually excluded from such insurance coverage, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

10.4.1 Loss or damage by fire ,all other hazards normally covered by the standard extended coverage endorsement including windstorm and all other perils customarily covered in similar types of projects, including those covered by the standard "all risk" endorsement;

10.4.2 "Master" or "blanket" policy of flood insurance if the Condominium or any portion thereof is located in a special flood hazard area, as defined by the Federal Emergency Management Agency or its successors, in an amount not less than the lesser of (i) the maximum coverage available at subsidized rates under the National Flood Insurance Program for all Buildings and other insurable property within the Condominium located within the special flood hazard area, or, (ii) 100% of current replacement cost thereof, if available.

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

The casualty policy shall contain a waiver of the right of subrogation against Unit Owners individually, a provision that the insurance is not prejudiced by any act or neglect of individual Unit Owners which is not in the control of the Unit Owners collectively and a provision that the policy is primary in the event the Unit Owner has other insurance covering the same loss.

10.5. Public Liability. A comprehensive general liability insurance policy shall be carried on the Common Elements and all other areas under the supervision of the Association in an amount of at least \$1,000,000 for bodily injury, death and property damage for any single occurrence, with excess coverage of at least \$5,000,000. The liability insurance shall provide coverage for death, bodily injury and property damage that results from the operation, maintenance or use of the Common Elements and any liability related to employment contracts to which the Association is a party. Additional public liability insurance shall be determined by the Board of Administration of the Association, including, but not limited to, hired automobile and non-owned automobile coverages and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

10.6. Workers' Compensation. Workers' Compensation insurance shall be carried to meet the requirements of the law.

10.7. Other Insurance and Special Endorsements. The Association shall carry such other insurance and special endorsements (i) the FHA, VA, FNMA and/or the FHLMC may require as

a condition to continued Project approval so long as any such organization holds or insures a mortgage in the Condominium, and (ii) the Board of Administration shall determine from time to time to be desirable.

10.8. Notice of Cancellation or Changes; Premium. All insurance policies purchased by the Association shall require the insurer to give the Association and each holder of a first mortgage on a Unit in the Condominium prior written notice before it cancels or substantially changes the coverage for the Condominium. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

10.9. Association as Agent. The Association is irrevocably appointed agent for each unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property, to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

10.10. Reconstruction and Repair. If any part of the Condominium Property shall be damaged by casualty, it shall be reconstructed or repaired immediately unless it is determined in the manner elsewhere provided that the Condominium shall be terminated. Notwithstanding anything herein contained or implied to the contrary, if the Condominium or any part thereof is damaged by fire or other casualty, such damage shall be restored and repaired according to the original plans and specifications to the extent possible with the available insurance proceeds.

10.11. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Building, or if not, then according to plans and specification approved by the Board of Administration of the Association.

10.12. Responsibility. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, the then Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility for reconstruction and repair after casualty or other damage shall be that of the Association. Insurance proceeds shall be applied to such reconstruction and repair, except for damage or destruction caused by the intentional or negligent act or omission of a Unit Owner which shall be the responsibility of that Unit Owner to the extent not covered by insurance.

10.13. Estimates of Cost. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.14.1. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, the funds for the payment of the costs thereof are insufficient, the Association shall pay over sufficient amounts to provide funds to pay the estimated costs, which amount shall be part of the Common Expenses of the Association assessed against Unit owners.

10.15. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the manner required by the Board of Administration of the Association. The first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds, and if

there is a balance in the construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the Association as Common Surplus.

10.16. Institutional Lender's Right to Advance Premiums. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements of the Institutional lender holding the greatest dollar volume of Unit mortgages, such Institutional Lender(s) shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, the mortgagee(s) shall be subrogated to the assessment and lien rights of the Association against the individual Unit Owners for the payment of such item of Common Expense.

10.17. Personal Insurance. Each individual Unit Owner shall be responsible for purchasing, at his, her, or it's own expense, liability insurance to cover accidents occurring within the Unit or on that Unit's Limited Common Elements, insurance coverage for all personal Property, and insurance coverage for all policies issued to individual Unit Owners shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association.

10.18. General Requirements. If available, and where applicable, the Association shall endeavor to obtain policies which provide that the insurer waives its rights of subrogation as to any claims against Unit Owners, the Association, their respective servants, agents and guests. Insurance companies authorized to do business in the State of Florida shall be affirmatively presumed to be good and responsible companies and the Board of Administration of the Association shall not be responsible for the quality or financial responsibility of the insurance companies, provided they are licensed to do business in the State of Florida.

10.19. Equitable Relief. Any Unit Owner and any Institutional Lender owning and holding a mortgage encumbering a Unit in this Condominium shall have the right to petition a court having equity jurisdiction in and for equitable relief relating to the provisions, rights and obligations of this Article.

10.20. Damage by Unit Owner. In the event any damage not covered by insurance is caused to any Unit and/or the Common Elements by a Unit Owner or a tenant, occupant, guest, licensee or invitee thereof or any pet of the foregoing, such damage shall be repaired at the cost and expense of the Unit Owner.

ARTICLE XI **MAINTENANCE OF COMMUNITY INTEREST**

11.1. Maintenance of Community Interests. In order to maintain a community of congenial and compatible residents who are personally and financially responsible and thus protect the value of the Units, the transfer of Units by any owner other than the Developer or an Institutional lender shall be subject to the following provisions so long as the Condominium exists and the Units in useful condition exists upon the Land, which provisions each Unit Owner covenants to observe.

11.2. Transfers Subject to Approval. The following transfers shall be subject to approval:

11.2.1. Sale. No Unit Owner other than the Developer or Institutional Lender may dispose of a Unit or any interest therein by sale or other transfer without the approval of the Board of Administration of the Association, except to another Unit Owner.

11.2.2. Gift. No Unit Owner shall transfer the Unit by gift or other means of transfer not herein set forth without the approval of the Board of Administration of the Association. This provision shall not be applicable to the immediate family of a Unit Owner.

11.2.3. Devise or Inheritance. A transfer by devise or inheritance shall not be subject to this Article.

11.3. Approval by Association. The approval of the Board of Administration of the Association which is required for the transfer of ownership of Units shall be obtained in the following manner;

11.3.1. Notice of Association.

11.3.1.1 Sale. A Unit Owner intending to make a bona fide sale or transfer of a Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser or transferee and/or such other information as the Association may reasonably require. Such notice, if a sale, at the Unit Owner's option, may include a demand by the Unit Owner that the Association purchase the Unit itself or furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

11.3.1.2. Gift; Other Transfers. A Unit Owner intending to make a gift of his or her Unit or by any other manner not heretofore considered or excluded, shall give to the Association notice of the proposed transfer of the Unit, together with such information concerning the new Unit Owner as the Association may reasonably require.

11.3.1.3. Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association at its election and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

11.3.2. Certificate of Approval. Within ten (10) days after receipt of such notice and information of a proposed transfer or change of ownership as above set forth, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary, in recordable form, and shall be delivered to the purchaser or proposed transferee by gift and may be recorded in the Public Records of Charlotte County, Florida, at the expense of the purchaser or transferee.

11.3.3. Approval of Corporate Owner or Purchaser. Inasmuch as the Condominium may be used only for residential purposes, and a corporation cannot occupy a Unit for such use, if the purchaser or transferee of a Unit is a corporation or other business entity, the approval of ownership by the corporation or other business entity may be conditioned upon requiring that all persons occupying the Unit be also approved by the Association as herein provided.

11.3.4. Fee for Approval. The Association may charge a fee in connection with each request for approval but no such fee shall be in excess of the fee authorized by the Florida Condominium Act.

11.4. Disapproval by Association. If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, or if the Unit Owner giving notice has acquired his title by gift (except as otherwise provided herein) or

in any other manner not otherwise heretofore considered or excluded, and if the Association shall disapprove the transfer of ownership of such Unit, then within ten (10) days after receipt of such notice and information, the Association shall deliver or mail, by certified mail, to the Unit Owner an agreement to purchaser by the Association or by a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

11.4.1 If the proposed transaction is a sale, the purchaser shall pay the price stated in the disapproved contract to sell and otherwise comply with all terms and conditions thereof.

11.4.2 If the Unit Owner intends to transfer his or her Unit by gift or in any other manner, the sale price shall be the fair market value determined by agreement between such Unit Owner and the Association or purchaser within ten (10) days of the delivery or mailing of such agreement, and in the absence of such agreement, within ten (10) days thereafter, by two (2) M.A.I. appraisers, one hired by the Association and one hired by the Unit Owner, and in the event of disagreement between the two (2) appraisers, by arbitration.

11.4.3. Arbitration shall be in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two real estate appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgement of specific performance of the sales upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expenses of arbitration shall be paid by the Unit Owner.

11.4.4. The purchase price, if the proposed transaction is a sale, shall be paid or provided in the disapproved contract, and otherwise shall be paid in cash at closing.

11.4.5 The sale shall be closed within twenty (20) days after the delivery or mailing of said agreement to purchase, or within ten (10) days after the determination of the sale price by the appraisers or arbitration, if such is the case, whichever is the later.

11.4.6. A certificate of the Association executed by its President and Secretary approving the purchaser may be recorded in the Public Records of Charlotte County, Florida, at the expense of the purchaser.

11.4.7. If the Association shall fail to purchase or to provide a purchaser as herein required, or if the Association or purchaser furnished by the Association shall default in the agreement to purchase, then notwithstanding the prior disapproval, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which may be recorded in the Public Records of Charlotte County, Florida, at the expense of the purchaser of Unit Owner, as the case may be.

11.5. Exceptions. The foregoing provisions of this Article entitled "Maintenance of Community Interests" shall not apply to a transfer or to a purchase by Developer or by an Institutional Lender that acquires its title as the result of

but not limited to an execution sale, foreclosure sale, judicial sale or tax sale.

11.6. Unauthorized Transactions. Any sale, change of ownership or lease, which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Association.

11.7. Time Share Estates. No time share estates will or may be created in Live Oak Landings, a Condominium, or any Unit thereof.

ARTICLE XII
Purchase of Units by Association

12.1. Purchase of Units by Association. The Association shall have the power to purchase Units in the Condominium and to otherwise acquire and hold, lease, mortgage and convey the same only in accordance with the following provisions:

12.2. Decision. The decision of the Association to purchase a Unit and to acquire, hold, lease, mortgage and convey the same shall be made by its Board of Administration, without approval of its membership.

12.3. Limitation. If at any one time the Association shall be the owner or contract purchaser or two (2) or more Units, it may not purchase any additional Units without the prior written approval of 70% of the Voting Interests of members eligible to vote thereon. A member whose Unit is the subject matter of the proposed purchase shall be eligible to vote thereon, and the Association may vote the votes attributable to the Units it owns. Provided, however, that the foregoing limitation shall not apply to Units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

ARTICLE XIII
Compliance and Default

13.1. Compliance and Default. Each Unit Owner and occupant of a Unit shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations adopted pursuant thereto and as these documents may be amended from time to time. Failure of a Unit Owner or occupant to comply shall entitle the Association or other Unit Owners to the relief provided for herein, in addition to the remedies provided by the Condominium Act.

13.2. Enforcement. The Association and its directors, officers and agents are hereby empowered to enforce this Declaration and the Bylaws and Rules and Regulations of the Association by entry into any Unit at any reasonable time upon reasonable advance notice to the Unit Owner(s) to make an inspection or correction or to determine compliance. The Association may have access to Units at any time in the case of an emergency.

13.3. Fines. The Association may levy reasonable fines against a Unit and/or its Owner(s) for failure of the owner of the Unit or its occupant, licensee or invitee to comply with any provisions of the Declaration, the Bylaws, or the Rules and Regulations of the Association. No fine shall become a lien against a Unit. No fine shall exceed the maximum allowed by law, nor shall any fine be levied against any Unit Owner except after the giving of reasonable notice and opportunity for a hearing to

the Unit Owner and, if applicable, its tenants, licensee or invitees.

13.4. Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by the Unit Owner's act, neglect or carelessness, or by that of any member of such Unit Owner's family, such Unit Owner's, guests, servants, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay the Association the amount of any increases in its insurance premium occasioned by the use, misuse, occupancy or abandonment of a Unit or its appurtenances or, of the Common Elements by Unit Owner or such Unit Owner's family, tenant and/or guests.

13.5. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms or provisions of the Declaration, the Bylaws or the Rules and Regulations adopted pursuant thereto, as they may be amended from time to time, or for a declaratory judgement relating to the rights of the Association or Unit Owners thereunder, the prevailing party shall be entitled to recover the costs and expenses of the proceeding and reasonable attorneys' fees to be awarded by the court, whether for trial, appellate or other legal services.

13.6. No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations adopted shall not act as a waiver of any other violations.

ARTICLE XIV Amendments

14.1. Amendments. Except as otherwise specifically provided herein and except as otherwise specifically reserved by or to the Developer herein, this Declaration of Condominium may be amended only in the manner hereinafter set forth.

14.2. Notice. Notice of the subject matter of a proposed Amendment shall be included in the notice of all meetings at which a proposed Amendment shall be included in the notice of all meetings at which a proposed Amendment is to be considered.

14.3. Resolution of Adoption. A resolution adopting a proposed Amendment may be proposed by either the Board of Administration of the Association or by at least thirty percent (30%) of the Voting Interests of the Association. Directors and members not present in person or by proxy at the meetings considering the Amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as otherwise required by the Florida Condominium Act and except as elsewhere provided, such approvals must be by not less than 70% of the Voting Interests of the entire Membership of the Association.

14.4. Limitation on Amendments. No Amendment shall adversely affect the right of the Developer, its heirs, personal representatives, successors, assigns, grantees, designees or nominees to complete the development, construction and sale of this Condominium.

No Amendment that would alter or interfere with the rights of the Developer hereunder or which would increase the Developer's obligations hereunder shall be effective without the prior written consent of the Developer. No Amendment shall delete or modify all or any portion of this Article 14 without the prior written consent of the Developer, its heirs, personal representatives, successors, assigns, grantees, designees or nominees.

Any Amendment which affects the Surface Water Management System, including the water management portions of the common areas, must have the prior written approval of the Southwest Florida Water Management District.

14.5. Execution and Recording. Except as specifically provided herein, a copy of each such Amendment shall be attached to a certificate by the Association certifying that the Amendment was duly adopted, which certificate shall be executed by the appropriate officers of the Association with all the formalities of a deed. Any such Amendment shall be effective only when such certificate and copy of the Amendment are recorded in the Public Records of Charlotte County, Florida.

14.6. Additional Rights of Developer to Amend Declaration. The Developer reserves the right to amend this Declaration and/or any of the Exhibits hereto, without the joinder or consent of the Association, the Unit Owners, Institutional Mortgagees, or any other person if such Amendment (a) is necessary for the creation of a valid Condominium under the Florida Condominium Act or to correct deficiencies in the Condominium documents by including items required by the Florida Condominium Act; (b) is necessary to correct a scrivener's or preparer's or recording error or omission; or (c) does not materially and adversely affect the property rights of Unit Owners. Any such Amendment need only be signed by the Developer and recorded in the Public Records of Charlotte County, Florida.

ARTICLE XV
TERMINATION

15.1. Termination. The Condominium, subject to the provisions of Article 15.2 hereof, may be terminated in the manner provided in the Condominium Act.

15.2. Limitation on Unit Owners' Right to Terminate. Notwithstanding anything herein contained to the contrary, until the Developer has sold all Units of this Condominium, or until the Developer elects by a recorded instrument in writing to waive its rights, whichever occurs first, the Condominium may not be terminated without the written consent of the Developer.

15.3. Proviso. Notwithstanding anything herein contained or implied to the contrary, this Condominium shall not be terminated without the prior written and unanimous approval from Institutional Lenders holding first mortgages on at least 80% of the Units in the Condominium; and, this Condominium shall not be terminated without the prior written approval of the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT as to the conveyance of the Surface Water Management System to an appropriate agency of the local government, or to a similar non-profit corporation.

ARTICLE XVI
Institutional Lenders

16.1. Written Consent Required. Except as otherwise specifically provided herein, the written consent of all Institutional Lenders shall be first obtained prior to (1) the subdivision of any Unit (except a subdivision of a Developer-owned Unit); (2) any change in the percentage of ownership of the Common Surplus or Common Elements; (3) any change in the percentage of sharing the Common Expense or Assessments; (4) any change in the voting rights; (5) any change in the insurance provisions; and (6) the termination of the Condominium.

16.2. Additional Rights of Institutional First Mortgagees. In addition to all other rights herein set forth, Institutional First Mortgagees shall have the right, upon written request to the Association to: (1) Examine the Association's books; (2) receive

notice of Association meetings and attend such meetings; (3) receive notice of an alleged default by any Unit Owner, for whom such Mortgagee holds a mortgage, which is not cured within thirty (30) days of notice of default to such Unit Owner; and (4) receive notice of any substantial damage or loss to any portion of the Condominium Property.

ARTICLE XVII
Severability

17.1. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision in this Declaration of Condominium, the Exhibits attached hereto and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association shall not affect the validity of the remaining portions thereof.

ARTICLE XVIII
Additional Rights of Developer

18.1. Election, Removal and Replacement of Directors and Officers of Association. Developer hereby reserves unto itself, its successors, designees and assigns during the development and sale period, the exclusive right to elect, to remove and to replace from time to time the officers and directors of the Association (who need not be Unit Owners) as provided in the Articles of Incorporation of the Association. The Developer may terminate such rights earlier than provided in the Articles of Incorporation by voluntarily relinquishing control of the election of the Board of Administration to the Unit Owners at any time.

18.2. Developer's Right to Delete or Modify. The Developer may delete or modify the provisions of any of these Articles by filing an Amendment hereto without the consent or approval of the Association, Unit Owners, any mortgagee or lienor or any other person if required to do so by the FHA, the VA, the FNMA or the FHLMC as a condition to Project approval or continued Project approval by such agency.

18.3. Miscellaneous. The Developer reserves the reserves the right to use the name "Live Oak Landings" and all similar names in connection with future developments.

18.4. Developer's Rights Inure to Benefit of Its Designees, Successors and Assigns. All powers, privileges easements, right, reservations, restrictions and limitations herein reserved or otherwise created for the benefit of the Developer shall inure to the benefit of the Developer's designees, successors and assigns, and to such Land or portion thereof owned by it.

ARTICLE XIX
Miscellaneous

19.1. Notices. All notices to the Association required or desired hereunder or under the Bylaws of the Association shall be sent by certified mail (return receipt requested) to the Association c/o its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Condominium Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address, as may be designated by them from time to time in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of change of address, which shall be deemed to have been given when received, or

five (5) business days after proper mailing, whichever shall first occur.

19.2. Interpretation. The Board shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that nay interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

19.3. Exhibits. There is hereby incorporated in this Declaration any materials contained in the Exhibits attached hereto which under the Act are required to be part of the Declaration.

19.4. Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a Vice-President may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an Assistant Secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

19.5. Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits attached hereto or applicable Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

19.6. Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

19.7. Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and Bylaws of the Association, and applicable Rules and Regulations, are fair and reasonable in all material respects and are fully enforceable in accordance with their terms.

19.9. Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

19.10. Captions. The captions herein and in the Exhibits attached hereto are inserted only as a matter of convenience and for ease of reference and in no way defines or limits the scope of the particular documents or any provision thereof.

ARTICLE XX
Phase Condominium

Developer is developing Live Oak Landings as a phase condominium pursuant to Florida Statute §718.403;

20.1. Lands. The land which may become part of this condominium and upon which the phases of the condominium are to be built is described on Exhibit "B" attached hereto.

20.2. Number and Size of Units. Exhibit "B" reflects the number and general size of the units intended, at this time, to be included in each phase, subject, however, to the reserved right of Developer, in its sole discretion, to vary the number and size of

the units in each phase. Developer reserves the right to modify the design, elevation, size, configuration, location, and directional bearing of the buildings, improvements, and units of each phase from that shown on the Condominium Plat. The actual size and configuration of any unit depends on the floor plan selected for the unit. Developer's intent in reserving the right to construct uncompleted buildings and units according to modified plans is to accommodate to a reasonable extent the building and unit type preferences of purchasers of units that are uncompleted at the time of purchase. Developer's right to establish the floor plans for units in any building and to otherwise modify the design, elevation, size, configuration, location, and directional bearing of such building and the units contained therein, shall terminate upon the recording of a surveyor's certificate certifying to the substantial completion of the building and units and establishing the building's end units (as-built) location and dimensions. The general size of the units to be included in each phase is as set forth in Exhibit "B". The following are the minimum and maximum numbers of units to be included in each phase.

<u>PHASE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
I	7	7
II	7	8
III	4	5
IV	3	3

The recreational areas and facilities which will be owned as common elements by all unit owners and the personal property will all be contained within Phase I of the condominium.

20.3. Number of Phases. There are four anticipated phases of Live Oak Landings, as shown on Exhibit "B" as Phases I, II, III and IV. Phase I is the initial phase of this condominium and is submitted to condominium ownership by virtue of this Declaration of Condominium. Phases II, III and IV to this condominium will be created by Developer submitting same to condominium ownership by the Developer executing an Amendment to this Declaration of Condominium and to the Condominium Plat which is attached as Exhibit "B". The Amendment adding a phase to this condominium shall not require the execution thereof by individual unit owners, mortgagees, or by the association. The Amendment shall be effective at the time of its recordation in the Public Records of Charlotte County, Florida. In order to be submitted to this condominium, the lands for additional phases must be submitted within seven (7) years from the date of recording of this Declaration of Condominium in compliance with the provisions of §718.403, Florida Statutes, failing which, the right to add any such additional lands as an additional phase to this condominium shall expire.

20.4. Common Elements. The addition of a phase to this condominium shall cause the common elements of the additional phase to merge with the common elements of Phase I and when a phase is added, it shall become a part of Live Oak Landings. Upon a subsequent phase being added to this condominium, the percentage of ownership of the common elements and the common surplus and the percentage of the common expenses of each respective unit shall be reduced as set forth in this Declaration of Condominium.

20.5. Vote. Each unit added to this condominium shall have one (1) vote in the affairs of the association which will result in a dilution of the voting rights of the prior existing units in this condominium. If any subsequent phase is not added as a part of this condominium or not developed as a separate condominium operated by the Association, dilution of the voting rights will not occur.

20.6. Project Information. The condominium units in each phase are shown on Exhibit "B" attached hereto. This condominium

is being developed in four (4) phases. The number of residential units in each phase is as follows: Phase I - seven (7) units; Phase II - eight (8) units; Phase III - five (5) units; and Phase IV - three (3) units. It is contemplated that when all phases of the condominium are completed, the condominium will have a total of five (5) residential buildings.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed, and its corporate seal to be hereunto affixed this 26th day of September, 1997.

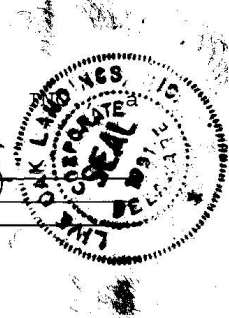
Signed, sealed and delivered in the presence of:

[Signature]
Name: SAM D. NORTON

[Signature]
Name: SANORA SUCHOVA

LIVE OAK LANDINGS,
Delaware corporation

[Signature]
By: DANIEL SOLAZ
As Its: VP



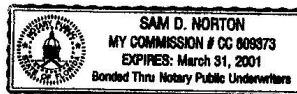
STATE OF FLORIDA
COUNTY OF Sarasota

I HEREBY CERTIFY that on this day, before me, the undersigned authority duly authorized to take acknowledgements, personally appeared Daniel Solaz to me known to be the Vice President of Live Oak Landings, Inc., a Delaware corporation, and he acknowledged before me that he executed the foregoing instrument as such officer for and on behalf of said corporation as its free act and deed and swore (or affirmed) before me that the facts contained therein are true and correct.

WITNESS my hand and official seal in the County and State as aforesaid this 26th day of September, 1997.

[Signature]
Notary Public
State of Florida

My Commission Expires:



PAGE 1819

OR BOOK 1561

JOINDER AND CONSENT OF ASSOCIATION

LIVE OAK LANDINGS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby joins in and consents to the foregoing Declaration of Condominium, and all Exhibits thereto; agrees to all the terms and conditions thereof; and in its own behalf and in behalf of all present and future Unit Owners in the Condominium accepts all of the provisions therein and assumes all of the obligations, responsibilities, duties and burdens imposed upon it therein.

IN WITNESS WHEREOF, the association has hereunto set its hand and seal the 26th day of September, 1997.

Signed, sealed and delivered in the presence of:

LIVE OAK LANDINGS CONDOMINIUM ASSOCIATION, a Florida corporation not for profit

[Signature]
Name: SAM D. NORTON

[Signature]
By: Daniel Solaz
As Its: President

[Signature]
Name: SANDRA SUCHOVAZ

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXX~~

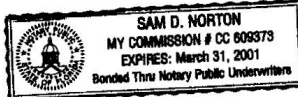
STATE OF FLORIDA
COUNTY OF Sarasota

I HEREBY CERTIFY that on this day, before me, the undersigned authority duly authorized to take acknowledgements, personally appeared Daniel Solaz to me known to be the President of Live Oak Landings Condominium Association, a Florida corporation not for profit, and they acknowledged before me that he executed the foregoing instrument as such officers for and on behalf of said corporation as its free act and deed through authority of its Board of Administration and that they affixed thereto the corporate seal of said corporation.

WITNESS my hand and official seal in the County and State as aforesaid this 26th day of September, 1997.

[Signature]
Notary Public
State of Florida

My Commission Expires:



OR BOOK 1561 PAGE 1820

CONSENT BY MORTGAGEE

AMSOUTH BANK OF FLORIDA, the owner and holder of a Mortgage dated January 15, 1997, and recorded in Official Records Book 1509 Page 2140, of the Public Records of Charlotte County, Florida encumbering all or a portion of the real property described as the "Land" hereby consents to the recording of the Declaration of Condominium of Live Oak Landings, A Condominium, and to the establishment thereby of the Condominium upon the mortgaged property.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed this 26th day of September, 1997, by and through its authorized officer.

Signed, sealed and delivered in the presence of:

AMSOUTH BANK, an Alabama state chartered bank successor by merger to AMSOUTH BANK OF FLORIDA

Frida Broschart
Name: Frida Broschart

Jeffery L. Cash
By: Jeffery L. Cash
As Its: Senior Vice President

Mary Ryan
Name: Mary Ryan

STATE OF FLORIDA
COUNTY OF PINELLAS

*AMSOUTH BANK, an Alabama state chartered bank successor by merger to

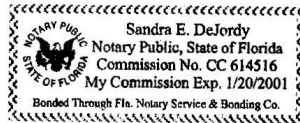
I HEREBY CERTIFY that on this day, before me, the undersigned authority duly authorized to take acknowledgements, personally appeared Jeffery L. Cash to me known to be the Senior Vice President of *AMSOUTH BANK OF FLORIDA, and he acknowledged before me that he executed the foregoing instrument as such officer for and on behalf of said corporation as its free act and deed through authority of its Board of Directors and that he affixed thereto the corporate seal of said corporation.

WITNESS my hand and official seal in the County and State as aforesaid this 26 day of September, 1997.

Sandra E. DeJordy
Notary Public
State of Florida

My Commission Expires:

H:\apps\wp51\re\sam\76167\Declaration
September 8, 1997



PAGE 1821

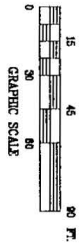
OR BOOK 1561

EXHIBIT "A"

Description: (PHASE I)

A parcel of Land being a portion of Lots 6 and 7, R. CLARENCE BROWN'S SUBDIVISION, recorded in Plat Book 2, Page 53, Public Records of Charlotte County, Florida. All lying and being in Section 12; Township 41 South, Range 19 East, Charlotte County, Florida, described as follows:

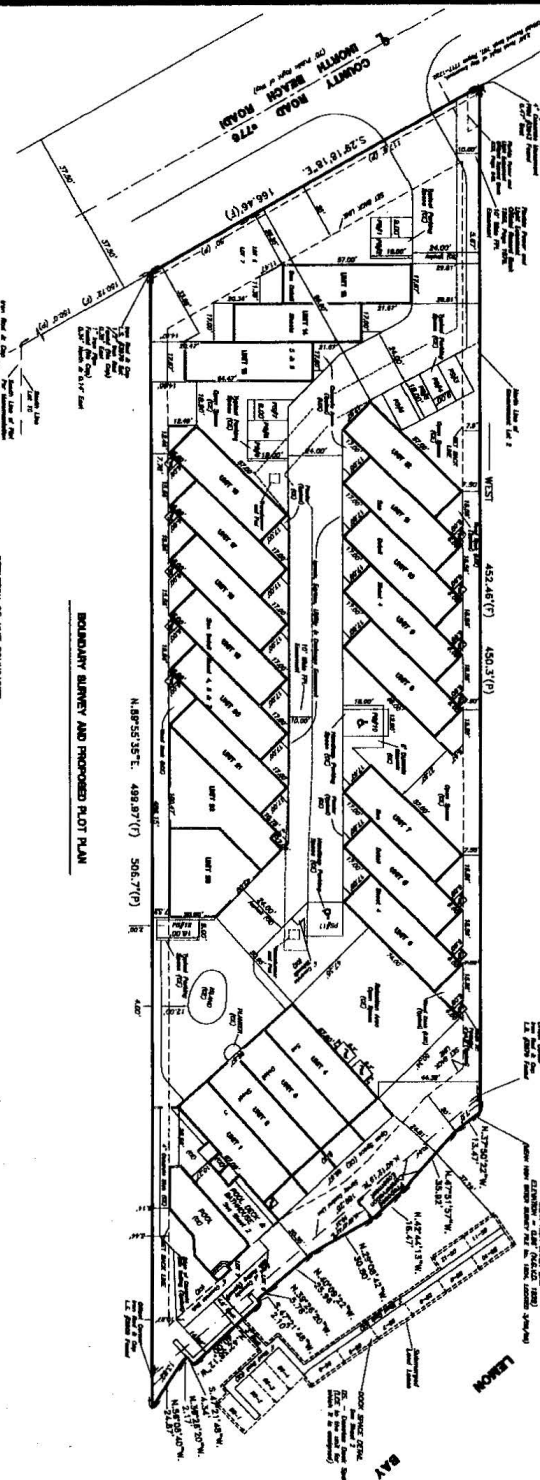
BEGINNING at the Southwest Corner of Lot 7, R. CLARENCE BROWN'S SUBDIVISION, recorded in Plat Book 2, Page 53, Public Records of Charlotte County, Florida; thence N.29°18'18"W., along the easterly Right of Way Line of NORTH BEACH ROAD (County Road # 776, 75' wide), a distance of 166.46 feet; thence EAST, along the North Line of Lot 6, a distance of 115.27 feet; thence SOUTH, a distance of 5.67 feet; thence S.27°52'38"E., a distance of 46.73 feet; thence S.45°00'00"E., a distance of 18.84 feet; thence EAST, a distance of 98.99 feet; thence N.45°00'00"E., a distance of 68.00 feet; thence N.45°00'00"W., a distance of 8.67 feet; thence NORTH, a distance of 6.09 feet, to a point on said North Line of Lot 6; thence EAST, along said North Line of Lot 6, a distance of 161.07 feet to the Mean High Water Line of LEMON BAY. The next eleven (11) calls will be along said Mean High Water Line of Lemon Bay; thence S.37°50'22"E., a distance of 13.47 feet; thence S.47°51'57"E., a distance of 35.92 feet; thence S.42°44'13"E., a distance of 16.47 feet; thence S.29°08'42"E., a distance of 30.80 feet; thence S.40°09'22"E., a distance of 25.96 feet; thence S.39°26'20"E., a distance of 5.78 feet; thence N.47°21'48"E., a distance of 2.10 feet; thence S.42°38'12"E., a distance of 40.00 feet; thence S.47°21'48"W., a distance of 4.34 feet; thence S.39°26'20"E., a distance of 2.17 feet; thence S.56°08'40"E., a distance of 24.87 feet, to the South line of Lot 7; thence S.89°55'35"W., leaving said Mean High Water Line of Lemon Bay, along said South line of Lot 7, a distance of 214.61 feet; thence NORTH, a distance of 27.34 feet; thence N.45°00'00"W., a distance of 46.88 feet; thence WEST, a distance of 193.18 feet; thence N.45°00'00"W., a distance of 32.40 feet; thence N.27°52'38"W., a distance of 29.87 feet to the point of curvature of a curve to the left, having: a radius of 10.00 feet, a central angle of 62°07'22", a tangent length of 6.02 feet, a chord bearing of N.58°56'19"W. and a chord length of 10.32 feet; thence along the arc of said curve, an arc length of 10.84 feet to the point of tangency of said curve; thence WEST, a distance of 47.53 feet to the point of curvature of a curve to the left, having: a radius of 10.00 feet, a central angle of 22°23'08", a tangent length of 1.98 feet, a chord bearing of S.78°48'26"W. and a chord length of 3.88 feet; thence along the arc of said curve, an arc length of 3.91 feet to the end of said curve; thence S.29°18'18"E., a distance of 125.24 feet; thence S.00°04'25"E., a distance of 5.50 feet, to a point on the aforementioned South line of Lot 7; thence S.89°55'35"W., along said South line of Lot 7, a distance of 23.28 feet to the POINT OF BEGINNING.



SCALE: 1" = 30'

LIVE OAK LANDINGS
A CONDOMINIUM
Being in Section 12, Township 41 South,
Range 18 East, Charlotte County, Florida

CONDOMINIUM BOOK PAGE
SHEET 1 OF 8



BOUNDARY SURVEY AND PROPOSED PLOT PLAN

- LEGEND:
- (C) - COMMON ELEMENT
 - (CE) - LIMITED COMMON ELEMENT
 - (S) - PARKING SPACE
 - (FD) - FLOOD A/C PERMITAL
- NOTES:
1. The plot represents a Condominium Building.
 2. The owner of Lot 1 is to be determined by the plot.
 3. The owner of Lot 2 is to be determined by the plot.
 4. The owner of Lot 3 is to be determined by the plot.
 5. The owner of Lot 4 is to be determined by the plot.
 6. The owner of Lot 5 is to be determined by the plot.
 7. The owner of Lot 6 is to be determined by the plot.
 8. The owner of Lot 7 is to be determined by the plot.
 9. The owner of Lot 8 is to be determined by the plot.
 10. The owner of Lot 9 is to be determined by the plot.
 11. The owner of Lot 10 is to be determined by the plot.

DEFINITION OF LOT BOUNDARIES:
Each Lot shall include that part of the building comprising the Unit which has been shown on the subdivision of the Unit, which boundaries shall be determined in the manner herein provided.

UPPER AND LOWER BOUNDARIES: The upper and lower boundaries of the Units shall be the boundaries shown on the subdivision of the Units, when necessary, the boundaries shall be the boundaries shown on the subdivision of the Units.

THE COMMON ELEMENTS: The common elements shall be the boundaries shown on the subdivision of the Units, when necessary, the boundaries shall be the boundaries shown on the subdivision of the Units.

THE LIMITED COMMON ELEMENTS: The limited common elements shall be the boundaries shown on the subdivision of the Units, when necessary, the boundaries shall be the boundaries shown on the subdivision of the Units.

DESCRIPTION:
Lot 1 and 2 of Charlotte County, Florida, bounded by the boundaries shown on the subdivision of the Units, when necessary, the boundaries shall be the boundaries shown on the subdivision of the Units.

COMMISSIONER OF LANDS:
I, the undersigned Registered Land Surveyor, do hereby certify that the construction of the boundaries shown on the subdivision of the Units, when necessary, the boundaries shall be the boundaries shown on the subdivision of the Units.

October 8, 1988
DATE OF SURVEY
Richard S. Field

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
1400 SOUTH ROAD, SUITE 207, WASHINGTON, FLORIDA 32835
(904) 377-4444



LIVE OAK LANDINGS

A CONDOMINIUM

Being in Section 12, Township 41 South,
Range 16 East, Charlotte County, Florida

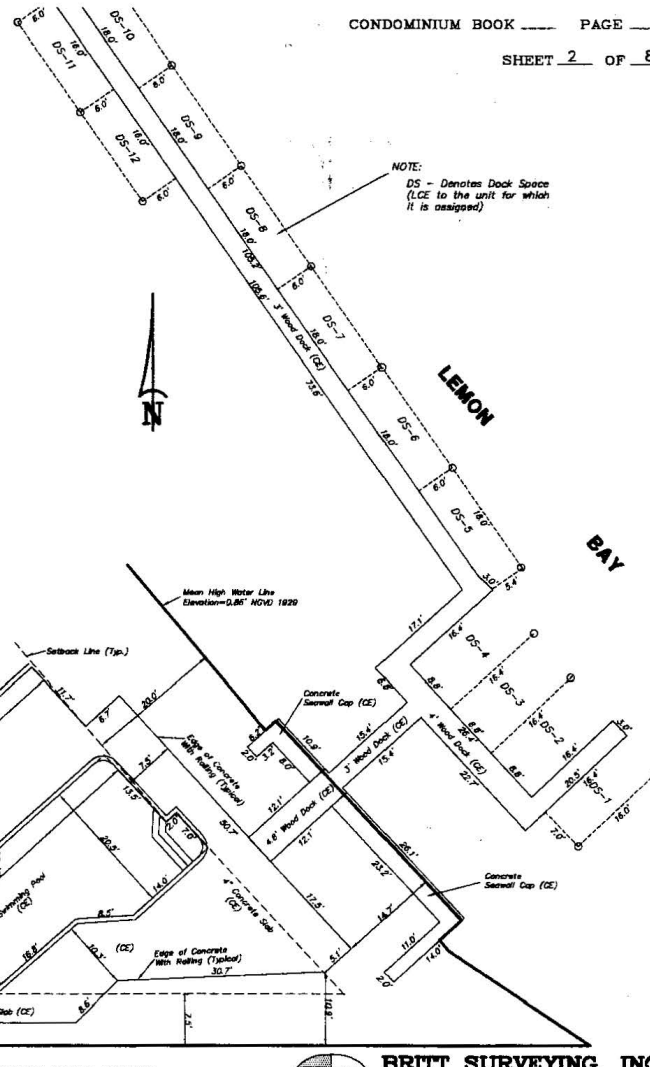
SCALE: 1" = 10'

LEGEND:
(CE) - COMMON ELEMENT
(LCE) - LIMITED COMMON ELEMENT

CONDOMINIUM BOOK _____ PAGE _____

SHEET 2 OF 8

PROPOSED ELEVATION SCHEDULE						
UNIT NUMBER	GARAGE FLOOR ELEVATION	GARAGE CEILING ELEVATION	FIRST FLOOR ELEVATION	FIRST CEILING ELEVATION	SECOND FLOOR ELEVATION	SECOND CEILING ELEVATION
1	7.00	14.67	15.17	23.11	24.17	32.17
2	7.00	14.67	15.17	23.11	24.17	32.17
3	7.00	14.67	15.17	23.11	24.17	32.17
4	7.00	14.67	15.17	23.11	24.17	32.17
5	7.00	14.67	15.17	23.11	24.17	32.17
6	7.00	14.67	15.17	23.11	24.17	32.17
7	7.00	14.67	15.17	23.11	24.17	32.17
8	7.00	14.67	15.17	23.11	24.17	32.17
9	7.00	14.67	15.17	23.11	24.17	32.17
10	7.00	14.67	15.17	23.11	24.17	32.17
11	7.00	14.67	15.17	23.11	24.17	32.17
12	7.00	14.67	15.17	23.11	24.17	32.17
13	7.00	14.67	15.17	23.11	24.17	32.17
14	7.00	14.67	15.17	23.11	24.17	32.17
15	7.00	14.67	15.17	23.11	24.17	32.17
16	7.00	14.67	15.17	23.11	24.17	32.17
17	7.00	14.67	15.17	23.11	24.17	32.17
18	7.00	14.67	15.17	23.11	24.17	32.17
19	7.00	14.67	15.17	23.11	24.17	32.17
20	7.00	14.67	15.17	23.11	24.17	32.17
21	7.00	14.67	15.17	23.11	24.17	32.17
22	7.00	14.67	15.17	25.17	26.17	32.17
23	7.00	14.67	15.17	25.17	26.17	32.17



NOTE:
DS - Denotes Dock Space
(LCE to the unit for which
it is assigned)

POOL & DOCK SPACE AREA DETAIL

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. 6526

1400 DODD ROAD SUITE 701 VENICE, FLORIDA 34982 (813) 483-1386
6366 DANNER DRIVE UNIT 3 SARASOTA, FLORIDA 34240 (813) 577-8404

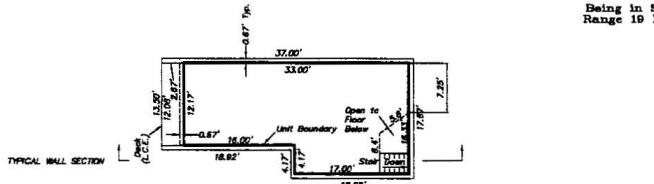
LIVE OAK LANDINGS

A CONDOMINIUM
 Being in Section 12, Township 41 South,
 Range 19 East, Charlotte County, Florida

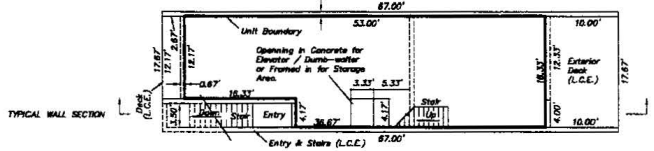
CONDOMINIUM BOOK _____ PAGE _____

SHEET 3 OF 8

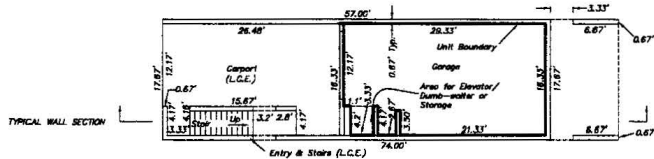
SCALE: 1" = 10'



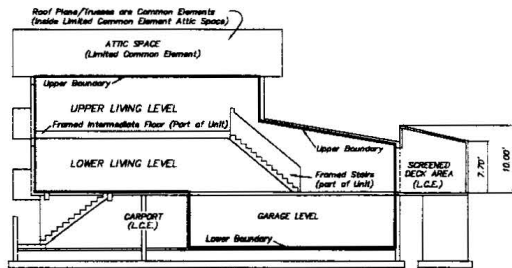
UNITS 1 & 3 - TYPICAL UPPER LIVING LEVEL



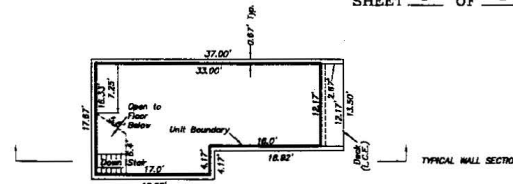
UNITS 1 & 3 - TYPICAL LOWER LIVING LEVEL



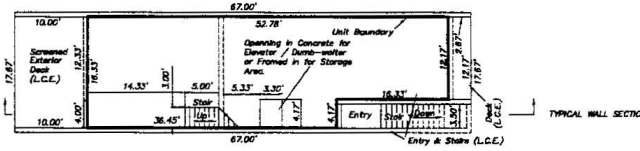
UNITS 1 & 3 - TYPICAL GARAGE LEVEL



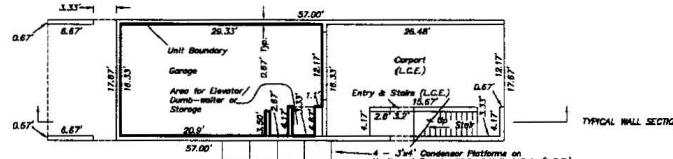
TYPICAL WALL SECTION UNITS 1 & 3



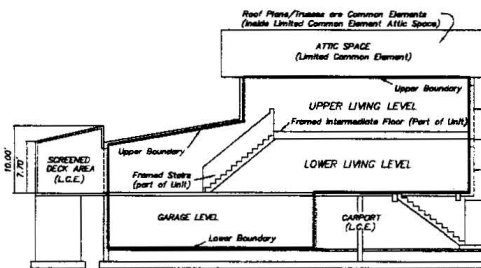
UNITS 2 & 4 - TYPICAL UPPER LIVING LEVEL



UNITS 2 & 4 - TYPICAL LOWER LIVING LEVEL



UNITS 2 & 4 - TYPICAL GARAGE LEVEL



TYPICAL WALL SECTION UNITS 2 & 4

NOTE:
 ALL DECKS ARE LIMITED
 COMMON ELEMENTS.

LEGEND:
 (CE) - COMMON ELEMENT
 (LCE) - LIMITED COMMON ELEMENT

BRIT **BRITT SURVEYING, INC.**
 LAND SURVEYORS AND MAPPERS
 1400 GARDEN ROAD SUITE 91 VENICE, FLORIDA 33592 (941)463-1366
 BUILDING # 280 DECONANT AVENUE UNIT 20 SARASOTA, FLORIDA 34237 (941)552-1386

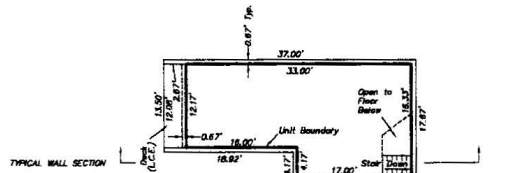
LIVE OAK LANDINGS

A CONDOMINIUM
 Being in Section 12, Township 41 South,
 Range 19 East, Charlotte County, Florida

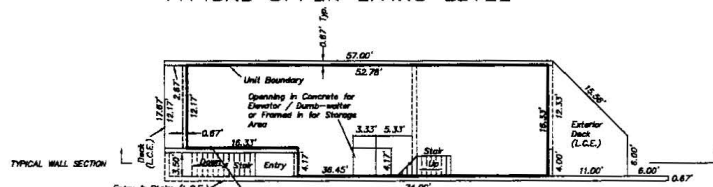
SCALE: 1" = 10'

CONDOMINIUM BOOK _____ PAGE _____

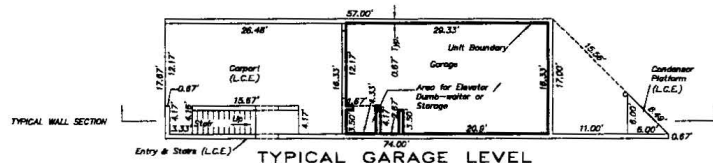
SHEET 4 OF 8



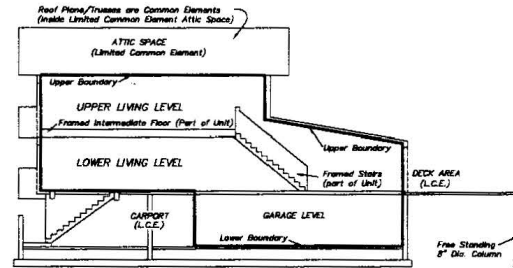
TYPICAL UPPER LIVING LEVEL



TYPICAL LOWER LIVING LEVEL



TYPICAL GARAGE LEVEL



TYPICAL WALL SECTION

UNITS 5,6,7,8,9,10,11,12,17,18,19,20,21

NOTE:
 ALL DECKS ARE LIMITED
 COMMON ELEMENTS.

LEGEND:
 (CE) - COMMON ELEMENT
 (LCE) - LIMITED COMMON ELEMENT



BRITT SURVEYING, INC.
 LAND SURVEYORS AND MAPPERS

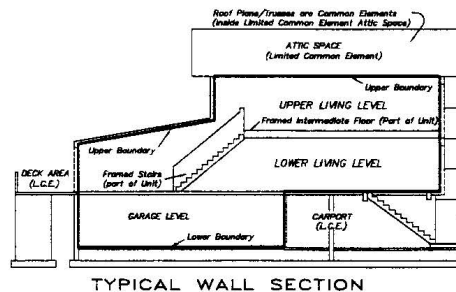
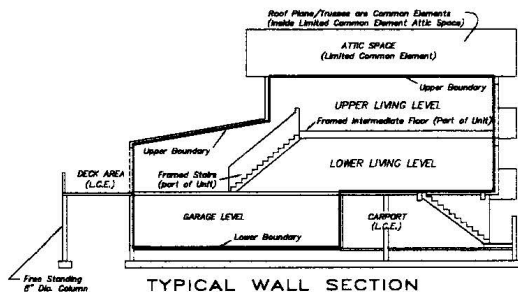
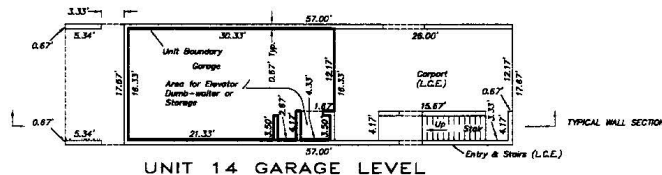
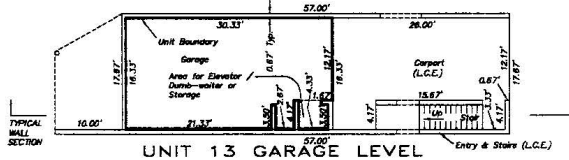
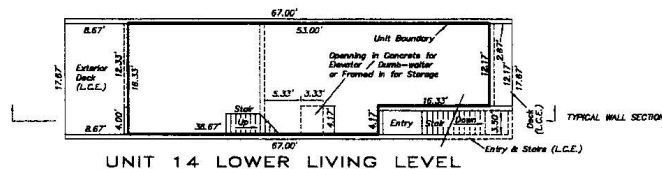
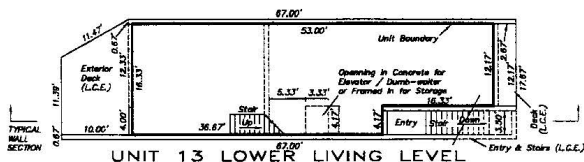
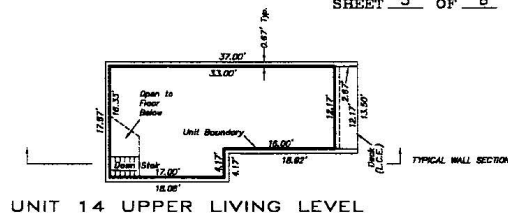
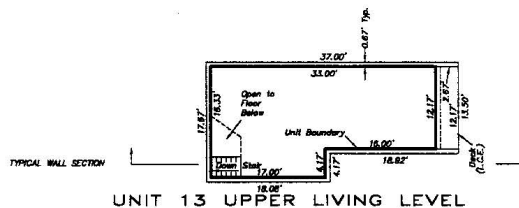
1450 GIBSON ROAD, SUITE 317, VENICE, FLORIDA 34892 (904) 983-1381
 BUILDING # 280 COCONUT AVENUE, UNIT #2, SANANIASOTA, FLORIDA 34434 (813) 983-1800

LIVE OAK LANDINGS

A CONDOMINIUM
 Being in Section 12, Township 41 South,
 Range 16 East, Charlotte County, Florida
 SCALE: 1" = 10'

CONDOMINIUM BOOK _____ PAGE _____

SHEET 5 OF 8



NOTE:
 ALL DECKS ARE LIMITED
 COMMON ELEMENTS.

LEGEND:
 (CE) - COMMON ELEMENT
 (LCE) - LIMITED COMMON ELEMENT

BRITT SURVEYING, INC.
 LAND SURVEYORS AND MAPPERS

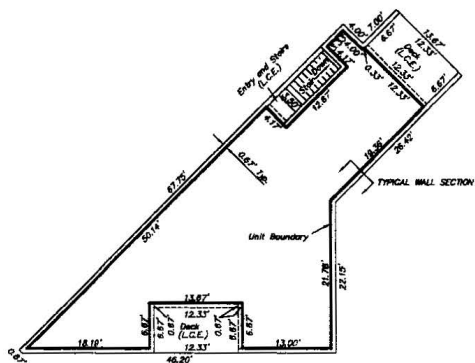
1400 OGDEN ROAD SUITE 707 VENICE, FLORIDA 34292 (941) 483-1286
 BUILDING #1 280 COCONUT AVENUE UNIT 3433 SARASOTA, FLORIDA 34234 (941) 552-1800

LIVE OAK LANDINGS

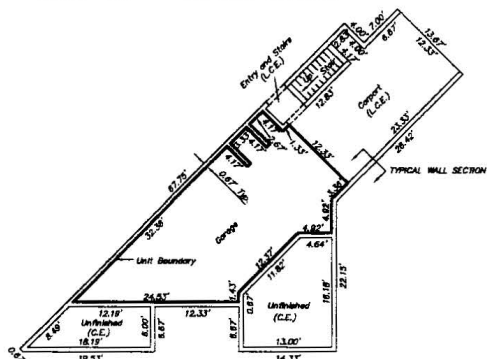
A CONDOMINIUM
 Being in Section 12, Township 41 South,
 Range 19 East, Charlotte County, Florida
 SCALE: 1" = 10'

CONDOMINIUM BOOK _____ PAGE _____

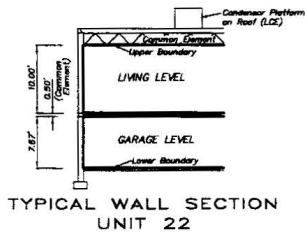
SHEET 7 OF 8



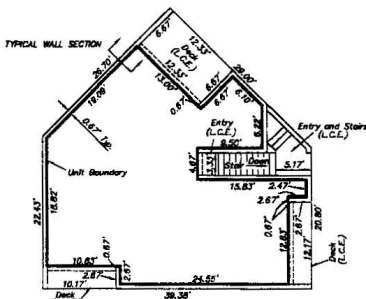
UNIT 22 - LIVING LEVEL



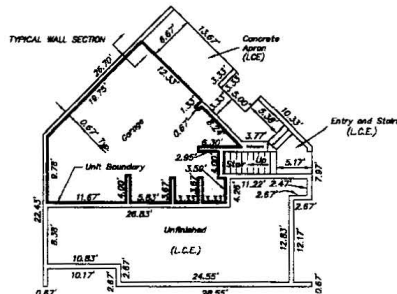
UNIT 22 - GARAGE LEVEL



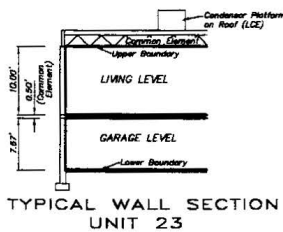
TYPICAL WALL SECTION
UNIT 22



UNIT 23 - LIVING LEVEL



UNIT 23 - GARAGE LEVEL



TYPICAL WALL SECTION
UNIT 23

NOTE:
ALL DECKS ARE LIMITED
COMMON ELEMENTS.

LEGEND:
(CE) - COMMON ELEMENT
(LCE) - LIMITED COMMON ELEMENT

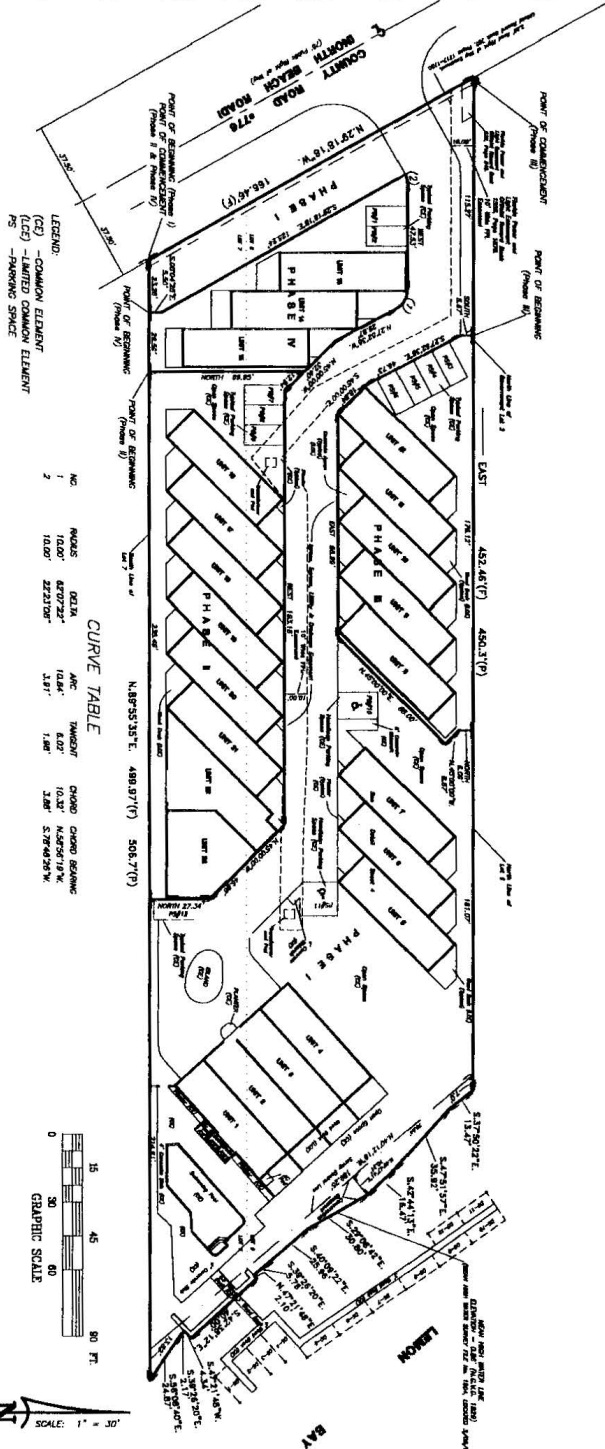
BRITT SURVEYING, INC.
 LAND SURVEYORS AND MAPPERS
 1400 GIDDEN ROAD SUITE 70 VENICE, FLORIDA 34882 (941) 483-1200
 BUILDING #1 250 COMMANT AVENUE UNIT #5 SARASOTA, FLORIDA 34236 (941) 553-1800

LIVE OAK LANDINGS A CONDOMINIUM

Being in Section 12, Township 41 South,
Range 19 East, Cassiopolis County, Florida

CONDOMINIUM BOOK _____ PAGE _____

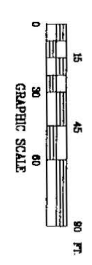
SHEET B OF B



LEGEND:
(CE) - COMMON ELEMENT
(LCE) - LIMITED COMMON ELEMENT
PS - PARKING SPACE

CURVE TABLE

NO.	INCHS	DEG.	ANG.	TANGENT	CHORD	CHORD BEARING
1	10.00'	10.00°	18.81'	1.84'	10.32'	N.45°00'18"W.
2	10.00'	22.50°	1.81'	1.84'	5.76°29.58'W.	



SCALE: 1" = 30'

Description: (PHASE I)
A portion of land being a portion of Lots 8 and 7, R. CLARENCE BROWN'S SUBDIVISION, recorded in Plat Book 2, Page 51, Public Records of Cassiopolis County, Florida, at Long Pine Swamp in Section 12, Township 41 South, Range 19 East, Cassiopolis County, Florida, containing 0.132 acres, more or less.

Description: (PHASE II)
A portion of land being a portion of Lots 6 and 5, R. CLARENCE BROWN'S SUBDIVISION, recorded in Plat Book 2, Page 51, Public Records of Cassiopolis County, Florida, at Long Pine Swamp in Section 12, Township 41 South, Range 19 East, Cassiopolis County, Florida, containing 0.132 acres, more or less.

Description: (PHASE III)
A portion of land being a portion of Lots 4 and 3, R. CLARENCE BROWN'S SUBDIVISION, recorded in Plat Book 2, Page 51, Public Records of Cassiopolis County, Florida, at Long Pine Swamp in Section 12, Township 41 South, Range 19 East, Cassiopolis County, Florida, containing 0.132 acres, more or less.

Consisting of the Southeast Corner of Lot 7, R. CLARENCE BROWN'S SUBDIVISION, recorded in Plat Book 2, Page 51, Public Records of Cassiopolis County, Florida, at Long Pine Swamp in Section 12, Township 41 South, Range 19 East, Cassiopolis County, Florida, containing 0.132 acres, more or less.

Consisting of the Southeast Corner of Lot 7, R. CLARENCE BROWN'S SUBDIVISION, recorded in Plat Book 2, Page 51, Public Records of Cassiopolis County, Florida, at Long Pine Swamp in Section 12, Township 41 South, Range 19 East, Cassiopolis County, Florida, containing 0.132 acres, more or less.

Consisting of the Southeast Corner of Lot 7, R. CLARENCE BROWN'S SUBDIVISION, recorded in Plat Book 2, Page 51, Public Records of Cassiopolis County, Florida, at Long Pine Swamp in Section 12, Township 41 South, Range 19 East, Cassiopolis County, Florida, containing 0.132 acres, more or less.

BRITT SURVEYING, INC.
LAND SURVEYORS AND MAPPERS
CORPORATE OFFICE: 1400 SOUTH ROAD, SUITE 3, WYCK, FLORIDA, 32093
PHONE: (904) 363-1848
FAX: (904) 363-1848