

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
REYD L. EDWARDS, ESQ.  
BECKER & POLJAKOFF, P.A.  
635 S. ORANGE AVENUE  
SARASOTA, FL 34236



RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2007098237 45 PGS  
2007 JUN 20 08:39 AM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
CBETHEL Receipt#933418



**CERTIFICATE OF AMENDMENT  
REFLECTING THE ADOPTION  
OF THE  
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
AMENDED ARTICLES OF INCORPORATION  
AND  
AMENDED AND RESTATED BYLAWS  
FOR  
MYRTLE TRACE CONDOMINIUM ASSOCIATION, INC.**

The undersigned officer of Myrtle Trace Condominium Association, Inc., a Florida not for profit corporation organized and existing to operate and maintain Myrtle Trace at the Plantation, according to the Declaration of Condominium thereof as recorded in O.R. 1651, page 0609, et seq., Public Records of Sarasota County, Florida, hereby certify that:

1. The attached Amended and Restated Declaration of Condominium, replacing the original Declaration and recently adopted amendments, were approved by not less two-thirds (2/3rds) of the unit owners present and voting at a membership meeting held on March 21, 2007.

2. The attached Amended Articles of Incorporation, replacing the original Articles and recently adopted amendments, were approved by not less than a majority of the persons entitled to vote at a membership meeting held on March 21, 2007. The Amended Articles of Incorporation have been filed with the Florida Department of State.

3. The attached Amended and Restated Bylaws of Myrtle Trace Condominium Association, Inc., replacing the original Bylaws and recently adopted amendments were approved by not less than a majority of the unit owners present and voting at a membership meeting held on March 21, 2007.

In witness whereof, the Association has caused this instrument to be executed by its authorized officer this 1 day of JUNE, 2007, at Sarasota County, Florida.

MYRTLE TRACE CONDOMINIUM  
ASSOCIATION, INC.

Jessica Braendel  
Witness Signature  
Jessica Braendel  
Printed Name  
[Signature]  
Witness Signature  
DENNIS C. SMITH  
Printed Name

BY [Signature]  
Robert Banz, President

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 1st day of June, 2007 by Robert Banz, as President of Myrtle Trace Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Notary Public [Signature]  
Printed Name \_\_\_\_\_  
State of Florida \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

SAR.0101.00000.1



**AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
Of  
MYRTLE TRACE AT THE PLANTATION**

KNOW ALL MEN BY THESE PRESENTS, that PLANTATION ASSOCIATES, a Florida general partnership, submitted to condominium ownership pursuant to the provisions of Chapter 718, Florida Statutes, the following described land and improvements thereon, situate, lying and being in the County of Sarasota, State of Florida, to-wit:

See legal description of Phase 1 and 2 of Myrtle Trace at The Plantation, a condominium, set forth on the condominium plat attached hereto as Exhibit A and by this reference made a part hereof.

TOGETHER WITH a nonexclusive easement 15 feet in width for utilities and ingress and egress to and from Wexford Boulevard (a 120 foot public right-of-way), the northern boundary line of said easement being more particularly described as follows:

Begin at the most southeasterly corner of the lands described as Phase 1 on said condominium plat; thence by a curve to the left, radius 700.00 feet, arc 147.47 feet, chord North 89° 54'48" East, 147.19 feet; thence North 83°52'42" East, 213.14 feet to a point of terminus on the westerly right-of-way line of Wexford Boulevard. This easement shall terminate at such time as the lands described as Phase 5 on said condominium plat have been submitted to condominium ownership as a part of Myrtle Trace at The Plantation, a condominium.

and that said property shall hereafter be subject to the following provisions, restrictions, reservations, covenants, conditions and easements:

1. **THE CONDOMINIUM ACT.** Chapter 718, Florida Statutes 2007, known as the "Florida Condominium Act," is incorporated herein by reference, and all provisions thereof shall apply to this condominium, except that this Declaration and the exhibits hereto shall control to the extent that the Florida Condominium Act allows such documents to vary the provisions of the Act.

2. **NAME.** The name by which this condominium shall be known and identified is MYRTLE TRACE AT THE PLANTATION, a condominium.

3. **CONDOMINIUM PLAT.** A plat of the condominium property containing a survey of the land and a plot plan locating the improvements thereon and identifying each condominium unit and the common elements and their relative locations and approximate dimensions, is attached hereto as Exhibit A and is recorded in Condominium Book 21 at pages 46 through 46K, of the Public Records of Sarasota County, Florida. The locations, dimensions, descriptions, identification, and numbering or lettering of the respective condominium units shall be as described in the plat and any subsequent amendments thereto as hereinafter provided. A unit shall consist of the space defined in the plat. In the event that the actual physical location of any unit and any time does not precisely coincide with the plat and subsequent amendments, the actual physical location shall control over the locations, dimensions, and descriptions contained in the plat and subsequent amendments. In the event of a total or substantial destruction of the building,

the locations, dimensions, and descriptions of the respective units as contained in the plat and subsequent amendments will control.

**4. OWNERSHIP AND SHARING OF COMMON EXPENSES.** Each unit in the condominium shall have an equal share in the ownership of the common elements and common surplus and in the sharing of the common expenses. After each phase is submitted to condominium ownership as provided in paragraph 19, the shares will be as follows.

After Phases 1 through 6 are submitted - 1/178 share per unit

**5. COMMON ELEMENTS.** Any right, title or interest in a condominium unit shall automatically carry with it as an appurtenance and without necessity of specific reference thereto its respective undivided share of the common elements and, subject to the provisions hereof, a right to use the common elements in conjunction with the owners of the other condominium units. The common elements shall include but shall not be limited to:

- (a) all of the above described land and all easements appurtenant thereto;
  - (b) all improvements and parts thereof which are not included within the boundaries of the respective condominium units;
  - (c) all utility chases and all structural beams, columns, and members within a unit and an easement of support in any portion of a unit which contributes to the support of the building;
  - (d) any utility area and installations and all utility services which are available to more than one unit or to the common elements, including easements through the units necessary to provide such services;
  - (e) all parking areas (except garages that are part of the condominium units), driveways, and other means of ingress and egress;
  - (f) all electrical apparatus and wiring, plumbing pipes and apparatus, and other ducts, conduits, cable, wire or pipe, which are located outside the boundaries of the units or which, regardless of location, serve more than one unit;
  - (g) all tangible personal property required for the maintenance and operation of the condominium and for the common use and enjoyment of the unit owners;
  - (h) alterations, additions and further improvements to the common elements;
- and
- (i) all land added as a subsequent phase to the condominium pursuant to the provisions of paragraph 19.

Some of the common elements are designated herein as limited common elements and, as such, are reserved for the exclusive use of certain units pursuant to the provisions of paragraph 6. The remaining common elements are for the equal and full use and enjoyment of all unit owners, which usage shall always be in recognition of the mutual rights and responsibilities of each of the unit owners. All of the common elements shall be subject to such

restrictions as may be contained herein and to such reasonable and uniform regulations as may be duly adopted by the Associate Board of Directors.

**6. 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 of the condominium plat attached hereto as Exhibit A.

(a) Driveways. Each driveway shown on the condominium plat shall be a limited common element reserved for the exclusive use of the unit or units which it adjoins, as designated on the plat.

(b) Patios, Courtyards, and Entry Areas. Each patio, courtyard, and entry area shown on the condominium plat shall be a limited common element reserved for the exclusive use of the unit which it respectively adjoins, as designated on the plat. The owners of the unit to which such patio or courtyard area is a limited common element may thereafter install additional landscaping within the boundaries thereof, except that any such landscaping as is visible from other units or from the street may not be installed without approval by the Association Board of Directors. Unit owners may not install any improvements other than landscaping in their respective unit patio or courtyard area unless the improvements conform to applicable recorded restrictions and governmental regulations and are approved by the Association Board of Directors. All such improvements shall be installed in accordance with plans and specifications approved in writing by the Association.

(c) Windows, Screens, and Doors. All windows, screens and doors serving a unit that are located outside the boundaries of the unit shall be limited common element, reserved for the exclusive use of the unit.

(d) Air Conditioning and Heating Equipment. In the event any equipment comprising part of a heating and air conditioning system serving only on unit is located outside the boundaries of the unit, such equipment shall be a limited common element, reserved for the exclusive use of the unit.

The exclusive right of a unit to use any limited common element designated herein shall be an appurtenance to the unit and shall be encumbered or conveyed as an appurtenance to the unit without necessity of specific reference thereto. Such exclusive right may not be separately conveyed, assigned or encumbered except as an appurtenance to the unit.

**7. ASSOCIATION.** The corporation responsible for the operation of the condominium is an incorporated association known as Myrtle Trace Condominium Association, Inc., a Florida corporation not for profit, herein referred to as the Association. All persons owning a vested present interest in the fee title of any of the condominium units, which interest is evidenced by a proper instrument duly recorded in the Public Records of Sarasota County, shall automatically be members of the Association. Their respective membership shall terminate as their vested interest in the title terminates, except as otherwise provided in the Association's articles of incorporation. All of the affairs and property of the condominium and of the Association shall be controlled by the officers and board of directors of the Association. A copy of the Articles of Incorporation, which have been filed with and certified by the Secretary of the State of Florida, are attached hereto as Exhibit "B". The Bylaws governing the operation of the condominium and the Association are attached hereto as Exhibit "C". The Association shall

have all of the rights and powers provided by the Florida Condominium Act, the Florida corporation statutes, the Articles of Incorporation, the Bylaws, and this Declaration.

**8. VOTING RIGHTS.** Each condominium unit shall be entitled to one vote at Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner.

**9. COMMON EXPENSES.** The common expenses shall include:

(a) costs of operation, maintenance, repair, and replacement of the common elements and such of the limited common elements as the Association is obligated under the terms hereof to maintain;

(b) costs of management of the condominium and administrative costs of the Association, including professional fees and expenses;

(c) costs of water and sewerage service, electricity and other utilities which are not metered separately to the individual condominium units;

(d) labor, material, and supplies used in conjunction with the common elements;

(e) damages to the condominium properties in excess of insurance coverage;

(f) salary of a manager or managers and their assistants, as shall be determined by the Board of Directors of the Association;

(g) premium costs of fire, windstorm, flood, and other property and liability insurance as provided herein;

(h) initial cost of installation of additions, alterations, or improvements, or of the purchase of additional lands, leaseholds, or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, acquired for the benefit of all the unit owners of this condominium, provided that if the cost of any of such items is more than 10 percent of the amount of the total annual budget, the purchase or installation of such items shall first be approved by affirmative vote of the owners of a majority of the units;

(i) basic charges for bulk cable or central antenna television service, unless the provider of such service charges that unit owners directly;

(j) costs of maintaining the landscaping along the unpaved right-of-way of Wexford Boulevard abutting the condominium property;

(k) costs of maintaining such portion of the main entry drives to the condominium property as lies within the right-of-way of Wexford Boulevard; and

(l) all other costs and expenses that may be duly incurred by the Association through its Board of Directors 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 Florida Condominium Act, this Declaration, the Articles of Incorporation, and the Bylaws.

**10. MAINTENANCE, REPAIRS, AND REPLACEMENTS.** The respective obligations of the Association and the unit owners to maintain, repair, and replace the condominium property shall be as follows:

(a) By the Association. Except as may be otherwise provided by the terms hereof, the Association shall maintain, repair, and replace as part of the common expenses:

(1) all of the common elements and limited common elements are defined herein;

(2) all mechanical, ventilating, heating and air conditioning equipment serving the common elements;

(3) all exterior doors except for the cleaning or painting of interior surfaces and except for the cleaning of any exterior glass surfaces;

(4) all sod, shrubs, landscape berms and other landscaping and irrigation therefore along the unpaved right-of-way of Wexford Boulevard abutting the condominium property, as well as such portion of the condominium main entrance drives as lies within the right-of-way of Wexford Boulevard; and

(5) all exterior windows and screens except for the washing of windows and screens that are readily accessible from the ground or the interior of a unit. The washing of windows and screens that are not readily accessible shall be done only upon such schedules as the Board of Directors may determine in their sole discretion.

In accordance with Section 718.111 (5), Florida Statutes (2007), as the same may be amended or renumbered from time to time, the Association shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any common elements therein or accessible there from, and during any hours for performing such emergency repairs or procedures therein as may be necessary to prevent damage to the common elements or to other units. If the Board of Directors determines that any maintenance, repair, or replacement required to be made by the Association was necessitated by the carelessness, negligence, or intentional act of a unit owner, his lessees, invitees, or guests, the cost of such maintenance, repair or replacement shall be assessed against the unit owner and shall be payable by such unit owner within 30 days after delivery of written notice of the assessment. Neither the Association nor any unit owner shall be liable for any damage to the property or person of any other unit owner or occupant caused by water intrusion into a unit through the common elements or from another unit resulting from rain leakage, pipe leakage, overflow, or bursting, or other similar source, unless the Association or unit owner is guilty of gross negligence or willful and wanton misconduct.

(b) By the Unit Owners. Each unit owner shall maintain, repair, and replace the following:

(1) everything within the confines of his unit which is not part of the common elements or limited common elements as defined herein, including but not limited to:

(A) paint, finish, covering, wallpaper, and decoration of the interior surfaces of all doors, walls, floors, and ceilings;

(B) all built-in shelves, cabinets, counters, storage areas, and closets;

(C) all refrigerators, stoves, ovens, disposals, compactors, dishwashers, and other appliances and all bathroom fixtures, equipment, and apparatus;

(D) all electrical, plumbing, telephone, and television fixtures, apparatus, equipment, outlets, switches, wires, pipes, and conduits;

(E) all mechanical, ventilating, heating and air conditioning equipment;

(F) all interior doors, walls, partitions, and room dividers; and

(G) all furniture, furnishings, and personal property contained within the unit.

(2) all heating and air conditioning equipment, if any, that has been designated as a limited common element for the benefit of his respective unit.

(3) all sod, plants, flower beds, and other landscaping installed within any patio or courtyard area that has been designated as a limited common elements for the benefit of his unit.

(4) all improvements of whatever nature installed within any patio or courtyard area that has been designated as a limited common element for the benefit of his unit other than those improvements constructed by Developer in accordance with the basic plans and specifications applicable generally to such areas. By way of example, and not as a limitation, optional spas, decks installed in such areas are not included in the basic plans and specifications applicable generally to such areas and shall be maintained, repaired, and replaced by the unit owner.

Each unit owner shall be responsible for washing all screens, windows, and other exterior glass surfaces serving his unit that are readily accessible from the ground or the interior of the unit.

In the event an owner fails to fulfill his maintenance obligations as set forth above, the Association, at the discretion of the Board of Directors, may undertake such maintenance and make such repairs as the board may deem necessary, and the cost thereof shall be payable within 30 days after delivery of written notice of the assessment.

**11. INSURANCE, DESTRUCTION, AND RECONSTRUCTION.** Except as otherwise provided herein, the Association, as agent for and on behalf of the unit owners and their respective mortgagees, shall obtain and maintain fire and extended coverage insurance with a responsible insurance company less a commercially reasonable deductible as determined by the Board, provided the Board may exclude foundation and excavation costs in its discretion, upon all of the insurable improvements of the entire condominium, including the common elements and the respective units and personal property of the Association, for the full replacement or



insurable value thereof. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be reasonably available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by Section 718.111(11), Florida Statutes (2007), as amended from time to time. The word "Building" or "Insurable Improvement" in every hazard policy issued to protect a Condominium building does not include Unit floor, wall, or ceiling coverings; electrical fixtures; appliances; air conditioner or heating equipment; water heaters; water filters; built-in cabinets or countertops; window treatments, including curtains, drapes, blinds, hardware and similar window treatment components; replacements of any of the foregoing, which are located within the boundaries of a Unit and serve only one Unit; all air conditioning compressors that service only an individual Unit, whether or not located within the Unit boundaries. The Unit Owners shall also be responsible to insure any portion of the Condominium Property which may be removed from Association insurance responsibilities by virtue of future amendments to Section 718.111(11), Florida Statutes (2007), as well as alterations, modifications or additions made to the Unit, Limited Common Elements, or Common Elements by said Unit Owner, or his predecessor in interest or title. Likewise, if the Association's master insurance policy obligations are increased by amendments to the Act, the Association shall insure such items. The premium for all insurance shall be paid by the Association and shall be included in the assessments for common expenses. The Association shall have full authority as agent for the insured to compromise and settle all claims against its insurance carrier and may institute legal proceedings for the collection thereof. The original policy of insurance shall be held by the Association, and institutional first mortgagees shall be furnished, upon request, mortgage endorsements covering their respective interests. Each unit owner shall be responsible for insuring his own personal property within his unit and any improvements made by him within his unit.

In the event of a destruction or casualty loss to any of the improvements, all insurance proceeds payable under the Association's policies shall be collected by the Association. If the proceeds are in excess of an amount equal to the total annual budget, they shall be immediately paid over by the Association to a banking corporation having trust powers selected by the Association Board of Directors. The process shall be held by the bank in trust and used for the immediate repair and reconstruction of the damaged improvements under the supervision and control of the Board of Directors. The insurance carrier shall not be responsible to assure that the proceeds are paid over to the trustee or are properly applied as provided herein. The bank shall disburse the proceeds held by it upon written draw requests signed by the president or vice president of the Association as reconstruction progresses. Any surplus of insurance proceeds shall be returned to the Association and added to the common surplus. In the event the proceeds are not sufficient to pay the cost of the reconstruction and the trustee's costs and reasonable fees, the Association shall supply sufficient additional funds as a part of the common expense of the Association. If it is determined by the Board of Directors that the damage was proximately caused by the gross negligence or willful and wanton misconduct or intentional acts of a unit owner, such unit owner may be assessed a sum sufficient to reimburse the Association for any deficiency in insurance proceeds, which sum shall be payable by such unit owner within 30 days after the delivery of written notice of the assessment. In the event that insurance proceeds are less than the amount of the total budget, they need not be placed in trust but shall be held by the Association and applied directly by the Board of Directors for the above purpose.

In the event of a total or substantial destruction of all of the condominium improvements, the improvements shall be restored as above provided unless the owners of two-thirds of the units in this condominium and two-thirds of the units in all other condominiums, if any, operated by the Association vote to terminate this condominium. Except for the consent of institutional

first mortgagees pursuant to paragraph 16 and 17, no further consent from any other person or entity shall be necessary to effectuate a termination of the condominium in the manner above described. In the event the condominium is to be terminated, then all owners of units shall immediately convey all their right, title, and interest to their respective units to the bank trustee selected by the Board of Directors, to be held by such trustees in trust. The recording of each such conveyance to the trustee in the Public Records of Sarasota County, Florida will have the immediate effect of releasing all liens upon the respective unit and shall cause their instantaneous transfer to that unit owner's share of the funds to be subsequently distributed by the trustee as provided herein. Upon recording an instrument evidencing the termination of the condominium, the proportional share of each unit owner in the condominium property, and to the extent allowed by law, in all funds distributed by the trustee as herein provided shall be established in accordance with the respective values of the units prior to the destruction as such values are determined by three experienced real estate appraisers selected by the Board of Directors.

The trustee shall collect all insurance proceeds payable as a result of such destruction, shall collect all assets of the Association which are allocable to the units in this condominium and which may remain after the Association pays its liabilities, and shall effect a public or private sale of the condominium property by whatever means the Association Board of Directors shall deem best, for the highest and best price, for cash or terms, as soon as practicable consistent with local real estate market conditions. The trustee may make partial distributions of each unit's share of the funds collected by the trustee at such times and in such aggregate amounts as the trustee and the Association Board of Directors may deem appropriate. In determining the amount of any partial distribution, the trustee and the Association Board of Directors shall ensure that sufficient funds are retained by the trustee to cover unpaid or anticipated costs, fees, or other liabilities of the Association. When the trustee has collected all insurance proceeds and all proceeds from the sale of the condominium property and, to the extent applicable, the assets of the Association and has paid all applicable Association liabilities and reasonable trustee's fees, appraiser's fees, and other costs reasonably incurred, the trustee shall make a final distribution of each unit's share of the remaining funds held by the trustee.

Any distribution, whether partial or final, of a unit's share of the funds held by the trustee shall be made jointly to the record title owner of the unit and the record owners of any mortgage or other liens encumbering the unit at the time of the recording of the conveyance to the trustee by the unit owner. All mortgages and other liens upon the respective units shall be fully released and discharged as provided herein even though the share of a particular unit in the funds distributed by the trustee is insufficient to pay all liens in full, in such event the lien holders who had priority against the title to the unit shall have priority of payment of the unit's share of such funds. Nothing herein provided shall in any way relieve the unit owner of his personal liability for any deficiency which may remain upon any liens which encumbered his unit at the time of his conveyance to the trustee.

Mortgagees and other lien holders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their mortgages or perfection of their liens. The provisions of this paragraph 11 may be enforced by injunction, by suit for specific performance, or by other appropriate remedy upon suit filed by the Association in a court of competent jurisdiction.

**12. LIABILITY INSURANCE.** The Association shall obtain and maintain public liability insurance covering all of the common elements and insuring the Association and the unit owners as their interest may appear in such amount as the Board of Directors may deem appropriate. The premiums for such insurance coverage shall be a part of the common expenses. The Board of Directors shall have authority to compromise and settle all the claims against the

Association or upon insurance policies held by the Association. The unit owners shall have no personal liability upon any such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess unit owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each unit owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about his particular unit, as he may deem appropriate.

The Association shall also obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time.

**13. RESTRICTIONS UPON USE.** No owner, tenant, or other occupant of a condominium unit shall:

- (a) use the unit other than for residential purposes;
- (b) do any of the following without the prior written consent of the Association Board of Directors: (except as may be otherwise authorized by the provisions of paragraph 6) paint or otherwise change the appearance of any exterior wall, door, window, patio, screened terrace, balcony, or any exterior surface; tint, color, or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building in the opinion of the board; plant any planting outside of a unit; erect any exterior lights or signs; place any signs or symbols in windows or on any balcony or exterior surface; erect or attach any structures or fixtures within or to the common elements; or make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the unit) to the unit or to the common elements;
- (c) permit loud and objectionable noises or obnoxious odors to emanate from the unit or the common elements which may cause a nuisance to the occupants of other units in the sole opinion of the board, or install or maintain within the unit any hard flooring material which creates or allows transmission of excessive noises between units in the sole opinion of the Board of Directors;
- (d) make any use of the unit or common element which violates any laws, ordinances, or regulations of any governmental body;
- (e) fail to conform to and abide by the provisions of this Declaration, the Association's articles of incorporation and bylaws, and such uniform rules and regulations in regard to the use of the units and the common elements as may be adopted from time to time by the Board of Director, or fail to allow the Board of Directors or its designated agent to enter the unit at any reasonable time to determine compliance with the Florida Condominium Act, this Declaration, or the Bylaws and regulations of the Association;
- (f) erect, construct, or maintain any wire, antennas, garage or refuse receptacles, or other equipment or structures on the exterior of any building or on or in any of the common elements, except with the written consent of the Association Board of Directors.

(g) permit or suffer anything to be done or kept in the unit or in or on the common elements which will cause damage to, or increase insurance rates on, any unit or the common elements;

(h) commit or permit any public or private nuisance or illegal act in the unit or in or on the common elements;

(i) divide or subdivide the unit for the purpose of sale or lease (however, a unit may be combined with an adjacent unit and occupied as one unit).

(j) obstruct the common way of ingress and egress to the other units or the common elements;

(k) hang any laundry, garments, or unsightly objects from any place readily visible from outside of the unit;

(l) allow anything to remain in or on the common elements which would be unsightly or hazardous;

(m) allow any rubbish, refuse, garbage, or trash to accumulate in places other than the receptacles provided therefore, or fail to keep the unit and the limited common elements appurtenant thereto in a clean and sanitary condition at all times.

(n) allow any fire or health hazard to exist;

(o) interfere with the use of any area reserved or assigned as a limited common element for the benefit of another unit or make use of any other common elements in such a manner as to abridge the equal rights of the other unit owners to their use and enjoyment;

(p) lease less than an entire unit or lease a unit for a period of less than one month;

(q) park overnight any commercial vehicle, truck, boat, camper, van, motor home, trailer, mobile home, or similar vehicle in any driveway or other parking area (other than in an enclosed garage), unless permitted in writing by the Board of Directors; provided, however, that the words "commercial vehicle" shall exclude any automobile bearing a small-sized business name;

(r) allow any animals to be kept in the unit other than caged birds and small marine animals kept in aquariums, and one cat or one small dog weighing less than 25 pounds, which animals shall be kept in conformity with rules and regulations promulgated from time to time by the Board of Directors.

(s) discharge saline or other regenerating solution from the water softening equipment or any other chemicals into any street, easement, surface water drain or portion of the common elements so as to harmfully affect any landscaping or plants or pollute the plantation drainage system.

**14. SALE, TRANSFER, LEASE, OR OCCUPATION OF UNIT.** In recognition of the close proximity of the units and the compact living conditions which will exist in this condominium, the mutual utilization and sharing of the common elements, and the compatibility and congeniality

which must exist between the unit owners and occupants in order to make an undertaking of this nature satisfactory and enjoyable for all parties in interest, it shall be necessary for the Board of Directors of the Association, or its duly authorized officers, agent, or committee, to approve in writing all sales, transfers, leases, or occupation of a unit before such sale, transfer, lease, or occupation shall be valid and effective. Written application for such approval shall contain such information as may be required by application forms promulgated by the board and shall be accompanied by an application fee as required by regulation of the board in an amount not to exceed the maximum amount provided by law. When considering such application, consideration shall be given to the moral character, social compatibility, personal habits and financial responsibility of the proposed purchaser, transferee, lessee, or occupant. A waiver of this provision or the failure to enforce it in any particular instance shall not constitute a waiver of, or stop the Association from, enforcing this provision in any other instance. A lessee shall not assign his lease or sublet his condominium unit without the prior written approval of the Board of Directors or its duly authorized officers, agent, or committee.

In the event a lease, sublease, or occupation of a unit is disapproved, the unit shall not be so leased, subleased, or occupied. In the event a sale or transfer is disapproved or no action is taken by the board or its duly authorized officers, agent, or committee within 15 days after receipt of said application, and the unit owner intends to close notwithstanding such disapproval or inaction, the unit owner shall give the board an additional 30 days written notice of such intent prior to closing. In such event, the Association or any other unit owner shall have a right of first refusal to purchase the unit for the identical price, terms, and conditions, which right shall be exercised in writing delivered to the proposed seller or mailed to his address as shown on the Association records. In the event the Association is of the opinion that the price is not a bona fide sale price, then the sales price for the purposes of the right of first refusal shall be the fair market value of the unit determined by the average of the value assigned by the written appraisals of three recognized real estate appraisers, one of whom shall be selected by the Association, one by the proposed seller, and the third by the first two appraisers. The cost of such appraisals shall be divided between the Association and the proposed seller. If such right of first refusal is exercised by more than one party, priority shall be given first to the Association and then to the unit owner who delivers his acceptance before any other unit owner. If no party exercises his right of first refusal by delivering or mailing his acceptance prior to three days before the proposed closing date or within 10 days after the sale price is determined by appraisal, whichever is later, the transfer may be closed pursuant to the price and terms stated in the notice.

Failure of a transferor to comply with these provisions for sale or transfer shall give the Association or any other unit owner a right to redeem the unit involved from the transferee at any time before the closing of such transfer and for a period of six months after the recording of such conveyance in the Public Records of Sarasota County, or 60 days after the Board of Directors is given formal written notice of such transfer, whichever period is shorter. The only condition to the exercise of such right of redemption shall be that the transferee be reimbursed for that portion of the purchase price he has paid to date. Immediately upon the tender of such sums, the transferee shall convey all his right, title, and interest to the party making the redemption. In addition to all other available remedies, the right of redemption may be enforced by a suit for specific performance. In the event legal proceedings are commenced by the Association or any unit owner to enforce the provisions of this paragraph 14 against a unit owner or transferee who fails to comply therewith, the party bringing such proceedings shall be entitled to his costs and reasonable attorneys' fees as determined by the Court, including attorneys' fees for appellate proceedings, if such party prevails.

The forgoing provisions shall not be applicable to conveyances or leases to or from institutional first mortgages or to purchasers at foreclosure sales of mortgage held by institutional first mortgages.

**15. ASSESSMENTS AND LIENS.** The Board of Directors of the Association shall approve annual budgets of anticipated income and expenses for each fiscal year and thereupon shall levy an annual assessment against each unit based upon its proportionate share of the common expenses as provided herein. Said annual assessments shall be collected in the manner provided in the Bylaws. In addition, the Board of Director shall have the power to levy special assessments against the unit owners in proportion to each unit's share of the common expenses, if necessary, to cover unanticipated expenditures which may be incurred during the fiscal year. Any assessments, including assessments made pursuant to the provisions of paragraphs 10 and 11 hereof, which are not paid when due shall be subject to a late charge of 10 percent, or such other late charge as may be established by resolution of the board, and shall bear interest from the due date until paid at the maximum rate allowed by law. The Association shall have the remedies and liens provided by the Florida Condominium Act with respect to unpaid assessments of any kind, including late charges, accrued interest and reasonable attorney's fees incurred by the Association incident to the collection of an assessment or enforcement of a lien, including attorney's fees for appellate proceedings. If any assessment is payable in installments and a unit owner defaults in the payment of an installment, the remaining installments of such assessment may be accelerated by the Association to maturity by giving the defaulting unit owner 10 days notice of intent to accelerate unless all delinquent sums are paid within that time. The board of directors may require each unit owner to establish and maintain a minimum balance on deposit with the Association (not to exceed one-fourth of the current annual assessment) to provide working capital and to cover contingent expenses from time to time. Notwithstanding any of the above, no unit shall be liable for the payment of any portion of its annual assessment or installment thereof until the first day of the month following the issuance of certificate of occupancy for the building in which the unit is located.

**16. RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES.** All savings and loan associations, banks, and insurance companies, or their subsidiaries or affiliates, holding first mortgages upon any of the condominium units are herein referred to as "institutional first mortgages." The termination of the condominium and any amendments to the provisions of this Declaration shall require the written consent of institutional first mortgagees holding at least 51 percent of such first mortgages, except for amendments adding phases pursuant to paragraph 24. Such consent shall not be unreasonably withheld. Any institutional first mortgagee or its successor or assigns that acquire title to a unit through mortgage foreclosure or acceptance of a deed in lieu of foreclosure for the unpaid assessments which became due prior to the acquisition of such title is limited to the lesser of (i) the unit's unpaid common expenses and regular periodic assessments which accrued or came due during the 6 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (ii) One percent (1%) of the original mortgage debt.

**17. EASEMENTS.** The respective rights and obligations of the unit owners, the Association, and others concerning easements affecting the condominium property shall include the following:

(a) **Reserved by Association.** Association hereby reserves for the benefit of itself, its successors and assigns, perpetual easements for ingress and egress and for the installation construction, repair, maintenance, and replacement of lines, pipes, wells, drains, cables, equipment, apparatus, structures, roads, driveways, and other improvements for private or public utility services of all kinds, including without limitation, water sewer, drainage, irrigation,

fire protection, electricity, telephone, cable television, and trash disposal, over, under, through, and across the common elements. Association further specifically reserves for the benefit of itself, its successors and assigns, a perpetual easement for drainage purposes over, under, through, and across the westerly 35 feet of the condominium property.

(b) Granted to the Unit Owners. Each unit owner is hereby granted a nonexclusive perpetual easement for ingress and egress to and from his respective unit through the common elements and a perpetual easement for encroachments which may exist now or in the future by inaccuracies in construction or settlement or movement of the building, which encroachments shall be allowed to remain undisturbed until they no longer exist.

(c) Granted to Utilities. There is hereby granted to all public and private utility companies rendering utility services to the condominium as of the time of recording of this Declaration a perpetual nonexclusive easement for the construction, installation, maintenance, repair, and replacement of the equipment, structures, and other improvements by which such utility services are respectively provided over, under, across, and through such portion of the common elements as may be reasonably necessary therefore. The use of any easement granted hereunder shall not include the right to disturb any building or structure on the common elements, and any damage caused to same shall be repaired at the expense of the company causing such damage. In the even a utility company's use of an easement granted hereunder causes a disturbance of the surface of the land, the roadways, grass, landscaping, and other improvements which are disturbed shall be restored promptly by the utility company as nearly as possible to their prior condition.

(d) Authority of Association. The Association shall have the right to grant easements under, over, across, and through the condominium property to such persons or entities and for such purposes as the Association Board of Directors may deem appropriate by recording in the Public Records of Sarasota County, Florida, an instrument duly executed by the president or vice-president of the Association.

**18. LIMITATION ON USE OF RECREATIONAL FACILITIES.** In order to conserve the recreational facilities of this condominium and to preserve such facilities for the maximum enjoyment and pleasure of all concerned, the use of such facilities shall be limited only to the immediate persons in residence in any unit from time to time and their occasional guests. In the even a unit is rented, the tenant and his family and occasional guest may use such facilities to the exclusion of the owner of the unit and his family. Persons in residence in units owned by multiple or corporate owners shall be entitled to use such facilities during periods of such residence to the exclusion of the other multiple owners or corporate officials or their invitees.

**19. MANAGEMENT AGREEMENT.** The Association, acting through its Board of Directors, is authorized to enter into an agreement with any person or legal entity to act as managing agent to handle the administrative affairs of the Association and the maintenance of the condominium upon such terms and conditions as the board may deem to be in the best interests of the condominium and unit owners. The Board of Directors shall, however, retain at all times the power to adopt budgets, levy assessments, promulgate rules, and otherwise determine matters of a non-ministerial character.

**20. REMEDIES FOR DEFAULT.** In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default by the owner, tenant, or occupant of any unit in complying with the provisions and requirements of the Florida Condominium Act, the Declaration, the Articles of Incorporation, the Bylaws, and such regulations

and rules as may be promulgated by the Association Board of Directors shall entitle the Association to injunctive relief or money damages or both. In any such legal or equitable action or proceeding the prevailing party shall be entitled to recover his costs and expenses, including reasonable attorney's fee to be determined by the court for trial and appellate proceedings.

**21. TERMINATION.** The condominium property may be removed from the provisions of this Declaration, and the condominium thereby terminated, at any time by affirmative vote of the owners of 80 percent of the units in this condominium and in each other condominium, if any, operated by the Association. The termination of the condominium by such action shall be evidenced by an instrument to that effect signed by the president or vice president and secretary of the Association with the formalities of a deed and duly recorded in the Public Records of Sarasota County, Florida. In the event of termination, the rights of owners of mortgages or other liens and the procedure for liquidation of the condominium assets as provided in paragraph 11 above with respect to total or substantial destruction shall apply and shall be under the supervision and control of the banking trustee selected by the Board of Directors of the Association.

**22. AMENDMENTS.** The provisions of this Declaration may be amended by affirmative vote of the owners of two-thirds of the units, except that provisions relating to percentage of ownership and sharing of common expenses, rights of institutional first mortgagees, termination of the condominium and voting rights of unit owners in this condominium or other condominiums, if any, operated by the Association may be amended only with the written consent of all persons or entities adversely affected thereby. Notwithstanding the foregoing, any amendment to this Declaration for the purpose of merging this condominium with one or more other condominiums operated by the Association may be made by affirmative vote of the owners of 80 percent of the units in each condominium and upon the recording of an amendment of merger in the Public Records of Sarasota County, Florida. Amendments to the Association's Articles of Incorporation and Bylaws may be made in the manner provided therein and shall not be subject to the requirements set forth herein for amendments to the provisions of this Declaration.

No amendment shall be effective unless it is in writing, executed by the president or vice president and attested by the secretary of the Association with the formalities required for a conveyance of real property in the State of Florida, and recorded in the Public Records of Sarasota County, Florida. Any amendment so executed and recorded shall be prima facie evidence that the amendment was duly adopted in accordance with the requirements of this Declaration and the Association's Articles of Incorporation and Bylaws. It shall not be necessary for the individual owners of units or holders of recorded liens thereon to join in the execution of any amendment, except as specifically provided herein.

All amendments shall take effect immediately upon recordation in the Public Records of Sarasota County, Florida.

**23. THE PLANTATION MASTER COVENANTS.** The condominium is part of the land being developed and known as "The Plantation Golf & Country Club," herein referred to as "The Plantation." The land is subject to "The Plantation Master Covenants" recorded in Official Records Book 1450, Page 16, Public Records of Sarasota County, Florida. The Master Covenants include easements, restrictions and other provisions affecting the use and maintenance with the Plantation lands and facilities. Roads and drives within the boundaries of the condominium are "Limited Private Roads" under the terms of the Master Covenants and are to be maintained and repaired by the condominium association as part of the common expenses of the condominium. The Master Covenants give the The Plantation, its successors and assigns, the right to vary the water level and otherwise control all lakes, waterways, and other parts of The Plantation drainage and water



attenuation system. All persons owning a vest present interest in the fee title to any of the condominium units shall automatically be members of the non-profit corporation known as The Plantation Management Association, Inc. (herein called " Management Association"), which will operate, maintain, improve, replace repair and manage the common areas and facilities of The Plantation. The Management Association shall have the right to levy assessments for maintenance purposes and other lawful purposes and to enforce collection thereof by placing liens against the units in this condominium. All assessments levied by the Management Association against units in this condominium shall be collected by the Association as collection agent for the Management Association. The lien of any assessment levied by the Association shall be subject and inferior to the lien of assessments levied by the Management Association.

**24. LAKES AND OPEN SPACES.** The lakes and portions thereof which are included within the condominium boundaries are man-made lakes which form a part of the drainage system for The Plantation. The Plantation reserves unto itself and grants to the Management Association, their successors and assigns, the right to use the water from the lakes for irrigation purposes at The Plantation, including irrigation of The Plantation golf course, and to vary the water level of the lakes as may be necessary due to the amount of rainfall and the required attention of surface waters necessitated by such rainfall. The Association shall be responsible for the mowing and maintenance of the grass area within the boundaries of the condominium lands up to the normal water line of the lakes. The Plantation reserves unto itself and grants unto the Management Association an easement 20 feet in width from the normal water line of all lakes and proved access to the lakes for maintenance thereof and the installation, maintenance, repair and replacement of drainage lines, ducts, conduits and apparatus. The golf course and other recreational facilities which may be constructed at The Plantation are not part of the condominium, and the unit owners shall acquire no right, title or interest therein by virtue of their ownership of a condominium unit. The present golf course lands at The Plantation will remain restricted to open space and recreational uses for a period of at least 99 years in accordance with the terms of The Plantation Master Covenants; however, The Plantation or its successors and assigns shall have no obligation to continue to operate or maintain a golf course for such period.

**25. BINDING EFFECT.** All provisions of this Declaration shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until this Declaration is duly revoked and terminated. Any gender used herein shall include all genders and legal entities, and the plural number shall include the singular and the singular shall include the plural.

**26. SERVERABILITY.** If any provision of this Declaration, the Articles of Incorporation, or the Bylaws or any sections, sentence, clause, phrase or word thereof, or the application thereof in any circumstance, is held invalid by a court of competent jurisdiction, the validity of the remainder of such instruments and of the application thereof in other circumstances shall not be affected thereby.

IN WITNESS WHEREOF, The Board of Directors has caused this Amended and Restated Declaration to be executed in its name this \_\_\_\_\_ day of \_\_\_\_\_ 2007.



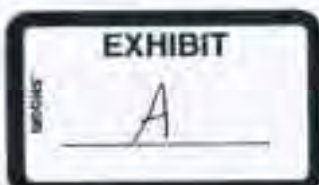
**The Plantation  
Golf & Country Club**

18001 S. Tamiami Trail, Venice, Florida 33596  
813.483.2500

**ASHTON  
2 BEDROOM 2 BATH**

LIVING AREA	1279 SF
LANAI	123 SF
COURTYARD	187 SF
GARAGE	406 SF
<b>TOTAL</b>	<b>2105 SF</b>

As a community designed to enhance Florida's golf lifestyle, we reserve the right to modify the design and/or specifications. Member purchase price includes utility in-situ connections and all water, sewer, and storm water connections. Final purchase price is subject to change. The plan shown is only a guide and is not to be used as a contract. © 2000 The Plantation Golf Club.





## The Plantation Golf & Country Club

6001 S. Tamiami Trail, Venice, Florida 33595  
813 485-2200

### BRIGHTON 2 BEDROOM 2 BATH

LIVING AREA	1250 SF
LANAI	192 SF
PATIO	110 SF
COURTYARD	168 SF
GARAGE	306 SF
<b>TOTAL</b>	<b>2026 SF</b>

See developer's description of project, restrictions, and covenants for legal description and other important information.  
All square footages are approximate and do not include balconies, porches and patios or other non-structural areas. Actual square footages may vary.  
The actual square footages shown are approximate and do not include the area of the building's exterior walls.



## The Plantation Golf & Country Club

6051 S. Tamiami Trail, Venice, Florida 33596  
(813) 485-2500

### CHELSEA 3 BEDROOM 2 BATH

LIVING AREA	1453 SF
LANAI	113 SF
PATIO	112 SF
GARAGE/FAMILY ROOM	514 SF
TOTAL	2192 SF

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1. The purpose of this document is to provide a detailed description of the proposed project and to obtain the necessary approvals from the relevant authorities.

2. The project is located at the intersection of Main Street and Elm Street, in the City of Springfield.

3. The proposed development consists of a multi-story office building with a total floor area of approximately 100,000 square feet.

4. The building will be constructed in accordance with the applicable building codes and standards.

5. The project is expected to create approximately 50 new jobs during the construction phase and provide long-term employment opportunities.

6. The developer has committed to implementing various environmental and social measures to minimize the impact of the project on the surrounding community.

7. The project is in compliance with all applicable zoning and land use regulations.

8. The developer has provided all necessary information and documentation to support the proposed project.

9. The project is being undertaken in accordance with the applicable laws and regulations.

10. The developer is committed to maintaining open communication with the relevant authorities throughout the project.

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**Myrtle Trace**  
**The Plantation**  
 A RESIDENT DEVELOPMENT, 1000 W. 4th Street, in the City of Springfield, State of Florida.  
 1000 W. 4th Street, Springfield, Florida 32104

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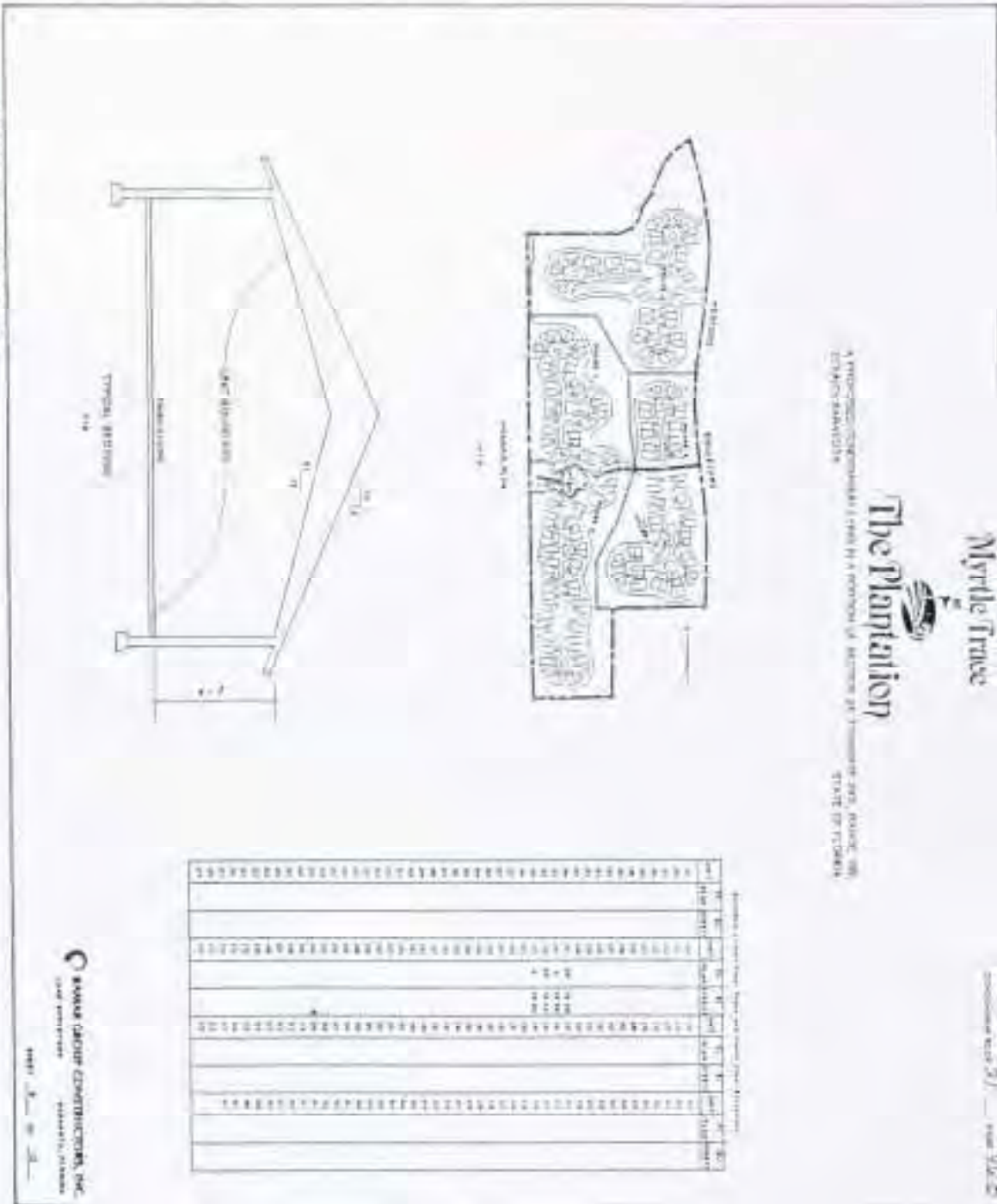
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**BRANDS ENGINE CONSTRUCTORS, INC.**  
 1000 W. 4th Street, Springfield, Florida 32104  
 407-833-1234

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O. R. 1651 PG 0645



A PROFESSIONAL ENGINEER HAS BEEN LICENSED BY THE STATE OF MISSISSIPPI TO REVIEW AND SEAL THESE DRAWINGS.

**The Plantation**

Myrtle Trace

**BRANSON CARROLL ARCHITECTURE, INC.**  
 1000 N. W. 10th St.  
 Ft. Lauderdale, FL 33304  
 954-561-1111

Scale: 1/4" = 1'-0"



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The Plantation

A RESIDENTIAL SUBDIVISION CONSISTING OF A PORTION OF SECTION 23, TOWNSHIP 30E, RANGE 10E, COUNTY OF HARRIS, TEXAS

CONTRACT NUMBER 23-118-04E

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BANKER GROUP CONSTRUCTORS, INC.  
10000 WEST 10TH AVENUE  
DENVER, CO 80202

O.R. 1651 PG 0649

Myrtle Trace



# The Plantation

A PROPOSED CONDOMINIUM LAYOUT IS A PORTION OF SECTION 25, TOWNSHIP 16S, RANGE 16E, COUNTY OF BAKERSFIELD, STATE OF FLORIDA



DESIGNED BY  
**CS** CONNOR SMITH ARCHITECTS, INC.  
1000 S. GULF BLVD., SUITE 100  
DADE CITY, FL 34608  
PH: 813-830-1111  
WWW.CONNORSMITHARCHITECTS.COM

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Myrtle Trace



# The Plantation

A PLANNED CONDOMINIUM LAYOUT IN A TOWN OF SECTION 23, TOWNSHIP 28E, RANGE 19E  
COUNTY OF SARASOTA, FLORIDA

DATE: 08/11/2011



RECORDED AT THE  
COUNTY CLERK'S OFFICE  
SARASOTA, FLORIDA

O.R. 1651 PG 0651

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The Plantation

A PROPOSED CONDOMINIUM LAYOUT IN A PORTION OF SECTION 25, TOWNSHIP 28S, RANGE 18E, COUNTY OF BAYCOUNTY, STATE OF FLORIDA

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CS GROUP CONSTRUCTORS, INC.  
1000 UNIVERSITY AVENUE  
SUITE 1000  
MIAMI, FL 33136

O. R. 1651 PG 0652

Myrtle Trace



The Plantation

REGISTERED COMMERCIAL LENDERS A DIVISION OF SOCIETY OF HOMEOWNERS, INC. MIAMI, FL  
COUNTY OF DADE



SEANER GROUP CONSTRUCTORS, INC.  
1000 N. W. 10th St. Suite 1000  
MIAMI, FL 33136

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Myrtle Trace



# The Plantation

A PROPOSED SUBDIVISION Lying IN A PART OF OF SECTION 28, TOWNSHIP 7AS, RANGE 17E, COUNTY OF SARASOTA, FLORIDA

Contracted to: [Signature] Date: 11/15/11



PROPOSED UNIT #1  
UNIT #2  
UNIT #3

THIS PLAN IS FOR THE PROPOSED UNIT #1, UNIT #2, AND UNIT #3. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE DESIGNER ASSUMES NO LIABILITY FOR THE ACCURACY OF THIS PLAN.

**EMMAZ LARSON CONSTRUCTORS, INC.**  
REGISTERED PROFESSIONAL ARCHITECTS, ENGINEERS & SURVEYORS  
1100 11th St., Suite 100, Sarasota, FL 34236  
Tel: 941.554.1100

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