

DECLARATION OF CONDOMINIUM
OF

CAPRI VILLAGE EAST
A CONDOMINIUM
VENICE, FLORIDA

This instrument was prepared by
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241 Nokomis Avenue
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1. SUBMISSION TO OWNERSHIP. R. S. HAMILTON, INC., a Florida Corporation of Venice, Florida, does hereby submit to condominium ownership pursuant to Chapter 711, Florida Statutes, known as "The Condominium Act," a fee simple interest in the land and improvements situated lying and being in the County of Sarasota, State of Florida, being more particularly described in attached Exhibit "A."

2. NAME. The name by which this condominium shall be known and identified is CAPRI VILLAGE EAST, a Condominium, and its address is Venice, Florida.

3. CONSTRUCTION OF IMPROVEMENTS. The improvements are being constructed in accordance with plans and specifications approved by R. S. HAMILTON, INC., and title to each of the condominium parcels is vested in R. S. HAMILTON, INC., or its grantee. Title shall be conveyed by warranty deed in the form attached hereto as Exhibit "B."

4. INTENTION OF THE DEVELOPER. It is the intention of the Developer to develop a number of condominiums in a condominium complex to be known as CAPRI VILLAGE. The unit owners of which will be members not only of their own nonprofit condominium association but also members of CAPRI VILLAGE, INC., a Condominium Association, which Association shall be responsible for the care and maintenance of the recreational facilities, all of the landscaped areas, streets, and sidewalks available to the members of the various condominium associations as more fully set forth elsewhere in this Declaration. Developer does not guarantee or represent that any of the condominiums will come into being.

5. DEFINITIONS. The terms used in this Declaration and in its exhibits shall have the meaning stated in the Condominium Act, Section 711, Florida Statutes, and as follows, unless the context otherwise requires:

5.1 APARTMENT OR UNIT means unit as defined by the Condominium Act.

5.2 OWNER OR APARTMENT OWNER means unit owner as defined by the Condominium Act.

5.3 ASSOCIATION means CAPRI VILLAGE EAST, INC. and its successors.

5.4 PARENT ASSOCIATION means CAPRI VILLAGE, INC.

5.5 COMMON ELEMENTS shall include the tangible personal property required for the maintenance and operation of the condominium even though owned by the Association, as well as the items stated in the Condominium Act.

5.6 COMMON EXPENSES INCLUDE:

a. Expenses of administration, expenses of maintenance, operation, repair, or replacement of the common elements, and of the portions of units to be maintained by the Association.

b. Expenses declared common expenses by provisions of this Declaration, the By-Laws, or the Board of Directors of CAPRI EAST, INC.

c. Any valid charge against the condominium property as a whole.

d. Charges for utility services except such services as are metered separately to each unit.

e. The expenses, maintenance, insurance, taxes, upkeep of the lease premises described in the lease attached hereto as Exhibit "C," and any repair, replacement, and addition to any improvements located on the leased premises.

f. Lease payments due from the Association, as Lessee, to the Lessor.

g. Proportionate share of the expenses incurred by the Parent Association in connection with the operation, maintenance, and improvements of the recreational facilities, all of the landscaped areas, streets, and sidewalks that will be available to the members of the Parent Association. Until such time as the other condominiums come into existence and the buildings are completed, all of these expenses shall be paid by the members of the Association.

All members of the Association are granted a nonexclusive easement in the road to the west of the property as more fully set forth in Exhibit "H" attached hereto and made a part of this Declaration.

5.7 CONDOMINIUM means CAPRI VILLAGE EAST, as well as the meaning stated in the Condominium Act.

5.8 SINGULAR, PLURAL GENDER. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, the use of any gender shall be deemed to include all genders.

5.9 UTILITY SERVICES. As used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and By-Laws, shall include but not be limited to electric power, gas, hot and cold water, garbage and sewage disposal, and cable television apparatus.

5.10 DEVELOPER means R. S. HAMILTON, INC.

5.11 COMPLEX means CAPRI VILLAGE.

6. SURVEY AND FLOOR PLAN. A survey of the land subject to this condominium, and a graphic description of the improvements, and a plat plan locating the improvements thereon, and a floor plan identifying each unit and the common elements, and their relative locations and approximate dimension are attached hereto, incorporated herein and marked Exhibit "A." The Condominium units shall be known and numbered as described in said Exhibit "A."

6.1 EASEMENTS. Easements are reserved through the condominium property as may be required for utility services in order to serve the condominium adequately; provided, however, such easements through an apartment shall be only according to the

plans and specifications for the apartment buildings or as the building is constructed, unless approved in writing by the apartment owner.

6.2 NUMBER OF UNITS. The condominium consists of forty-eight (48) condominium units; the common elements include all that is not included within the units.

6.3 UNIT BOUNDARIES. The unit boundaries shall be defined as follows:

a. Upper and lower boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the parametrical boundaries.

(1) Upper boundary - the horizontal plane of the lower imprinted surfaces of the ceiling (including attics where applicable).

(2) Lower boundary - the horizontal plane of the lower surfaces of the floor slab.

b. Parametrical boundaries. The parametrical boundaries of the units shall be the following boundaries extended to an intersection with the upper and lower boundaries.

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the interior of the outside walls of the apartment building bounding a unit and fixtures thereon, and where there is attached to the building a screen porch, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the center line of walls bounding a unit extended to intersections with other parametrical boundaries, with the following exceptions:

(i) When walls between units are of varying thicknesses, or abut, a column, or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with a connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.

(ii) When walls of different thicknesses abut with a flush side, so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half of the thickness of the thinner wall, and the boundaries shall thence run at a right angle to the plane of the center line of the thicker wall.

6.4 LIMITED COMMON ELEMENTS. Numbered parking areas shall be limited common elements and their use shall be reserved exclusively to the owners of the unit to which they are assigned.

7. THE CONDOMINIUM ACT. Chapter 711, Florida Statutes, is incorporated hereby by reference and all provisions thereof shall apply to this condominium.

8. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS, COMMON SURPLUS AND SHARING COMMON EXPENSES.

8.1 The common expenses of the condominium and the common surplus shall be divided equally among the units.

8.2 The undivided share owner by each owner in the common elements appurtenant to each unit shall be obtained by dividing the amount of square footage of each unit into the square footage of the boundaries of the entire apartment building in which the unit is located and applying the percentage to the individual unit.

9. AMENDMENTS TO DECLARATION. This Declaration may be amended at any time by an affirmative vote of 51 per cent of the units provided, however, that paragraph 6 through 6.4 and 8 through 8.2 above may not be amended without the consent of 100 per cent of the units.

9.1 Consents of holders of liens on any portion of the condominium property or any unit shall not be required to modify or amend as aforesaid; provided, however, that the consent of mortgagees shall be required to so amend for any purpose hereof.

9.2 A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by an officer of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

9.3 Notwithstanding anything herein to the contrary, Developer, or its assigns, does hereby reserve unto itself, at its option, exclusive right to manage the affairs of the within condominium, the Association, and the Parent Association, until the first Monday in December 1978, and shall have the sole, exclusive right to make contracts or agreements on behalf of the condominium, condominium property, the Association, and Parent Association, during said time. The Developer, however, at its option, may elect at any time to terminate the rights reserved hereunder and to turn the operation and management of the Association, the Parent Association, and the condominium over to the condominium owners. No amendments to the Declaration of Condominium may be adopted during this period without the consent of Developer.

10. The operation of the condominium shall be vested in the Association, a nonprofit corporation. The Articles of Incorporation and By-Laws are attached hereto as Exhibits "D" and "E" and are incorporated herein by reference.

10.1 No modification or amendment to these By-Laws shall be deemed valid unless set forth in the duly recorded amendment to this Declaration in accordance with the formality set forth in Section 9 above.

11. OPERATION OF PARENT ASSOCIATION. The Developer contemplates the construction of other condominiums adjacent to or in the vicinity of this condominium, all of which along with this condominium will be part of the complex. At such time as the Developer elects to go ahead with another condominium in the complex, recreational facilities shall be conveyed to the Parent Association by the Developer by fee simple warranty deed. The Parent Association shall assume responsibility for the operation, maintenance, replacement of or addition to the recreational area, the maintenance of the roads and walkways, and the maintenance of the landscaped areas, to include replacement of shrubbery and other plants used in landscaping throughout all of the condominiums included in the complex.

11.1 The members of any additional condominiums hereafter created shall have a mutual nonexclusive easement with the within condominium for ingress and egress over all walkways, driveways, together with the use of and access to all common utility lines for the purpose of repair, maintenance, and common use with the within condominium where required.

11.2 The Board of Directors of the Parent Association annually shall adopt a budget which budget shall be furnished to the various condominium associations in the complex. The amount of money to be paid by each condominium to the Parent Association in order for it to carry out the duties set forth above shall be determined by dividing the total number of units in the condominiums in the complex into the cost to establish the cost per unit, which figure shall be multiplied by the number of units in the condominium to establish the cost of the particular condominium involved. Only completed units upon which the City of Venice has issued a Certificate of Occupancy shall be counted in determining the number of units for the purpose of arriving at the assessed figure.

11.3 The Parent Association shall be operated in accordance with the Articles of Incorporation and the By-Laws attached hereto as Exhibits "F" and "G."

12. COMMON EXPENSES, LIABILITIES, LIENS AND PRIORITIES, INTEREST AND COLLECTION. A unit owner, regardless of how title is acquired, shall be liable for his share of all common expenses coming due while he is the owner of the unit. In a voluntary conveyance, the grantor shall be jointly and severally liable with the grantee for the unit share of unpaid common expenses up to the time of such voluntary conveyance. In determining a unit's share of common expenses, only units having Certificates of Occupancy shall be counted.

12.1 The liability for common expenses may not be avoided by waiver of the use or enjoyment of any common elements, the leasehold property, or by abandonment of the unit.

12.2 A unit share of the common expenses and installments thereon, not paid within 30 days of due date, shall bear interest from the date when due until paid at the highest rate allowed by law.

12.3 The Association shall have a lien on each condominium parcel for the unit share of any unpaid common expenses, and interest thereon against the owner of such condominium parcel until paid. Such lien shall also include reasonable attorney fees incurred by the Association incident to the collection of such common expenses or enforcement of such lien. Such lien shall be executed in and recorded in the Public Records of Sarasota County, Florida, in the manner provided by law, but such lien shall be subordinate to the lien of any mortgage or other liens recorded prior to the time of the recording of the claim of lien by the Association, or its assigns.

12.4 Liens for the unit share of common expenses may be foreclosed by suit brought in the name of the Association in a like manner as a foreclosure of mortgage on real property as more fully set forth in Chapter 711, Florida Statutes.

12.5 The Lessor, under the terms of the lease with the Condominium Association, as Lessee, shall acquire a lien against each individual condominium parcel in accordance with the provisions of the lease which is attached hereto as Exhibit "C." Such liens shall be executed and recorded in the Public Records of Sarasota County, Florida, in the same manner as provided for a lien of the Association referred to in paragraph 12.3 above, and such lien shall be subordinate to the lien of any mortgage or other liens recorded prior to the time of the recording of the claim of lien by the Lessor.

12.6 The Parent Association under the terms of this Declaration shall acquire a lien against each condominium parcel for that portion of the common expenses due to it from that condominium unit for payment of the expenses called for in paragraph (g) of Section 5.6 of this agreement. Such lien or liens shall become effective when executed and recorded in the Public Records of Sarasota County, Florida, in the same manner as provided for a lien of the Association referred to in Section 12.3 above, and such lien shall be subordinate to the lien of any mortgage or other liens recorded prior to the time of the recording of the claim of lien by the Parent Association.

12.7 Liens provided for in Section 12.5 and 12.6 above may be foreclosed in the same manner as liens acquired by the Association as provided in Section 12.4 above.

13. MAINTENANCE: LIMITATION UPON IMPROVEMENT.

13.1 The maintenance of the common elements shall be the responsibility of the Association.

13.2 No unit owner may make any alterations or additions to or do any work on his unit or the common elements which would jeopardize the safety or soundness of the building.

13.3 A condominium unit and the common elements may not be altered in any manner with out prior approval of the Directors of the Association.

14. COMMON EXPENSES AND COMMON SURPLUS.

14.1 Funds for the payment of common expenses shall be assessed against unit owners in the proportions or percentages of sharing common expenses provided in this Declaration.

14.2 The common surplus shall be owned by unit owners in the shares provided in this Declaration.

15. EASEMENTS.

15.1 Owners of units shall have as an appurtenance thereto a perpetual easement for ingress and egress to and from their unit over stairs, terraces, balconies, elevators, walks, and other common elements.

15.2 All condominium property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the building or minor inaccuracies in construction, which easements shall continue until such encroachments no longer exist.

15.3 All members of the Association shall have a non-exclusive easement over the roadway as more fully set forth in Exhibit "H" attached, in return for which they hereby agree to assume a pro rata share of the maintenance of such roadway.

16. MEMBERSHIP IN ASSOCIATION AND PARENT ASSOCIATION.

16.1 The Association was chartered to perform the acts and duties desirable for apartment house management for units and common elements in the condominium, and to levy and enforce collection of assessments necessary to perform acts and duties as aforesaid.

16.2 The Parent Association was chartered to perform the acts and duties as more fully set out in Sections 11 through 11.3 of this Declaration.

16.3 All unit owners of units in the Association shall automatically be members of the Association and their membership shall terminate when they no longer own a unit in the condominium. All unit owners in the condominium and other unit owners of condominium units and condominiums included in the complex, shall automatically become members of the Parent Association at such time as the Declaration of Condominium of the second condominium in the complex is placed of record in the Public Records of Sarasota County, Florida, or the Developer executes and places of record in the Public Records of Sarasota County, Florida, a warranty deed conveying title to the recreational facilities in the complex to the Parent Association. Membership in the Parent Association shall terminate when the member no longer owns a unit in the complex.

16.4 Where a unit is owned by more than one owner, such owners shall collectively be entitled to one vote in accordance with the voting privileges set forth in the By-Laws of the Association and the Parent Association.

17. ANNUAL BUDGET AND COLLECTION OF ASSESSMENTS.

17.1 The Board of Directors of the Association shall approve an annual budget in advance for each fiscal year, which budget shall project anticipated income and estimated common expenses.

17.2 The estimated common expenses shall be assessed against each apartment in accordance with the formula theretofore set forth in paragraph 8 above. The amount assessed against each unit shall be payable on the first day of each quarter. In addition, the Association has the power to levy equal, special assessments against each unit if a deficit should develop in the treasury for the payment of common expenses.

17.3 The Board of Directors of the Association shall have the right to enter into a management contract with the Developer wherein the Developer will for a set sum per unit provide the necessary maintenance and pay all of the obligations of the Association (except the payments due under the terms of the lease).

18. USE RESTRICTIONS. The use of the property of the condominium shall be in accordance with the following provisions as long as the condominium exists and the apartment buildings in useful condition exist upon the land.

18.1 The condominium property shall be used only for single family residences and for the furnishing of services and facilities herein provided for the enjoyment of such residence. Each of the units for which provision is made by the condominium documents shall be occupied only by a single family as its residence and for no other purpose.

18.2 No nuisances shall be allowed upon the condominium property which interfere with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist.

18.3 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 thereof shall be observed. The

responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

19. DEVELOPER RESERVES CERTAIN RIGHTS. Until the complex has been completed, unless terminated at an earlier date by the Developer, the Developer reserves the following rights:

19.1 The Developer may make such use of the unsold units in common areas as may facilitate completion and sale of the condominium units.

19.2 The Developer reserves an easement on, above, and below the property submitted to condominium ownership in connection with the development of adjacent property and other property in the complex. Such easement shall give the Developer the right to temporarily deny the use of certain portions of the property to members of the Association and the right to temporarily remove portions of the improvements on the lease property provided that as soon as the Developer's need for the easement is completed, any improvements removed or disturbed shall be restored to their original condition at the Developer's expense.

The easement shall not run through any property under condominium units.

20. CONVEYANCES. In order to assure a community of congenial residents and thus protect the value of the units, the sale, leasing, and mortgaging of units by any owner other than the Developer shall be subject to the following provisions:

20.1 SALE OR LEASE. No unit owner may sell his unit or lease the same for a period longer than one (1) year without prior approval of the Board of Directors of the Association. No leases of any type may be made for a period of less than thirty (30) days. Where approvals are required if the purchaser or lessee is a corporation, the approval may be conditioned upon the approval of all the intended occupants of the unit. The approval of the directors shall be obtained in the manner hereinafter provided, except the provisions of this section shall not apply to a transfer to or purchase by a bank, life insurance company, real estate investment trust, or limited partnership regularly engaged in mortgage financing, or a savings and loan association which acquires its title as a result of owning a first mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provision apply to a transfer, sale, or lease by a bank, life insurance company, real estate investment trust, or limited partnership regularly engaged in mortgage financing, or savings and loan association which so acquires its title.

20.2 NOTICE TO DIRECTORS. A unit owner intending to make a bona fide sale or a bona fide lease of his unit, or any interest thereof shall give written notice of such intention, together with the name and address of the intended purchaser or lessee, such other information as the Directors may reasonably require, and the terms of the proposed transaction, to the Directors.

20.3 APPROVAL OF DIRECTORS. Within thirty (30) days after receipt of such notice, the Directors must either approve or disapprove the transaction or in the case of a sale furnish a purchaser approved by the Directors who will accept the sale upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser furnished by the Directors may have not less than thirty (30) days subsequent to the date of approval within which to close the purchase, and except that the approval of a corporation may be conditioned as elsewhere stated. The approval of the

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Directors shall be in recordable form and shall be delivered to the purchaser or lessee, and recorded in the Public Records of Sarasota County, Florida.

20.4 MAY MAKE CHARGE. The Directors may make a charge to be paid at the time of application for approval to rent or sell, the charge to cover contemplated expenses created by such a request.

20.5 MORTGAGE. No member may mortgage his unit or any interest therein without the approval of the Directors, except to a bank, life insurance company, real estate investment trust, or limited partnership regularly engaged in mortgage financing, or a savings and loan association. The approval of any other mortgagees may be upon conditions determined by the Directors or may be arbitrarily withheld.

21. OBLIGATIONS OF MEMBERS. In addition to other obligations and duties heretofore set out in this Declaration, every unit owner shall:

21.1 Promptly pay the assessments levied by the Association.

21.2 Maintain in good condition and repair his unit and all interior surfaces within or surrounding his unit (such as the surfaces of the walls, ceilings, floors) whether or not part of the unit or common elements, and maintain, and repair the fixtures therein, and pay for any utilities which are separately metered to his unit. Porches may not be enclosed without Developer or Board of Directors approval.

21.3 Not use or permit the use of his unit for any purpose other than as a single-family residence, and maintain his unit in a clean and sanitary manner.

21.4 Be allowed to keep pets on the premises provided they are kept on a leash while outside of their owner's unit. If, however, in the opinion of a majority of the Board of Directors a particular pet constitutes a nuisance, then the owner, when so notified in writing, shall be required to immediately remove said pet from the premises.

21.5 Not permit or suffer anything to be kept in his unit which will increase the insurance rates on his unit or the common elements.

21.6 Conform to and abide by the By-Laws and the uniform rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through, or under him do likewise.

21.7 Allow the Board of Directors or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair, or replacement of the improvements within units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with these restrictions, reservations, covenants, conditions and easements and By-Laws of the corporation.

21.8 Show no sign, advertisement, or notice of any type on the common elements of his unit and erect no exterior antennas or aerials, except as provided in uniform regulations promulgated by the Association. The outer surface of all drapes, curtains, shades, blinds or other material used to cover doors, windows, or screens must be white or off-white.

21.9 Pay for plumbing and electrical repairs within his unit; whereas, the corporation shall pay for and be responsible for repairs within the common elements. In case of any dispute, the

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ruling of the Board of Directors shall be final and shall thereafter apply in all similar situations.

21.10 Not allow children under the age of fifteen (15) years to permanently reside on the premises. It is not intended that this provision will prohibit children under the age of fifteen (15) years from living on the premises while bona fide guests of the unit owners, provided that such visit does not exceed ninety (90) days.

22. DEVELOPER'S USE. The Developer shall have the right to utilize one of each different type of apartment as a model for a period of five (5) years from the date of the recording of this Declaration of Condominium and to have located on the common property a sign on the premises adjacent to the street advertising the model, size of the sign not to exceed 10' by 10'.

23. ENFORCEMENT OF MAINTENANCE. In the event the owner of a unit fails to maintain it as required above, the Association or any other unit owner shall have the right to proceed in court to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvement within the unit in good condition. After such assessment, the Association shall have the right for its employees or agent to enter the unit and do the necessary work to enforce compliance with the above provision.

24. INSURANCE. The insurance, other than title insurance, that shall be carried upon the condominium property of the apartment owners shall be governed by the following provisions:

24.1 All insurance policies upon the condominium property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the apartment owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that payments by the insurer for losses shall be made to the insurance trustee designated below, and all policies and their endorsements shall be deposited with the insurance trustee. Apartment owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

24.2 COVERAGE.

a. CASUALTY. All building and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(1) Loss or damage by fire or other hazards covered by a standard extended coverage endorsement, and

(2) 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.

b'. PUBLIC LIABILITY. In such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

c. WORKMEN'S COMPENSATION policy to meet the requirements of law.

d. SUCH OTHER INSURANCE as the Board of Directors of the Association shall determine from time to time to be desirable or as shall be required by the lease.

24.3 Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

24.4 All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to such bank in Florida with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

a. Proceeds on account of damage to common elements - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

b. Proceeds on account of damage to apartments shall be held in the following undivided shares:

(1) When the building is to be restored - for the owners of damaged apartments in proportion to the costs of repairing the damage suffered by each apartment owner, which cost shall be determined by the Association.

(2) When the building is not to be restored - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

c. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that a mortgagee shall have the right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired; and the mortgagee shall have the right to apply or have applied to the reduction of a mortgage debt any insurance proceeds payable to the apartment owner and mortgagee pursuant to the provisions of this Declaration.

24.5 Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

a. All expenses of the Insurance Trustee shall be paid first or provision made for such payment.

b. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs of such as elsewhere provided. Any

proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

c. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

d. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to the names of the apartment owners and their respective shares of the distribution.

e. The Association is irrevocably appointed agent for each apartment owner and for each owner of a mortgage or other lien upon an apartment 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.

25. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

25.1 If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

a. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

b. In the event a loss occurs to any improvement or improvements within individual units without any loss occurring to any of the improvements within the common elements or limited common elements and provided the mortgagee or mortgagees approve, the Trustee shall hold such funds in escrow to pay for repair and reconstruction within the individual units. The money so received shall be allotted to repairs within each unit in proportion to the loss sustained to the improvements within said unit as estimated by the Association, and in the event the insurance funds are not sufficient to effect all of the necessary repairs, the members owning interest in units containing damaged improvements shall be subject to a special assessment and shall contribute to the improvements within their units.

c. In the event that loss occurs to the improvements within units and the contiguous common elements provided the mortgagees agree, the Association shall promptly contract for the necessary repairs to the improvements within the common elements and within the damaged units. In such event, should the insurance proceeds be insufficient to repair the improvements within the common elements and within the units, the funds shall be apportioned to repair improvements within members units and within the common elements in proportion to the loss sustained to improvements within said units and common elements as estimated by the Association. The balance of the sums necessary to complete the repairs of the damage to the common elements shall be secured by assessments against

all of the owners of the condominium units. The balance of the funds necessary to complete the repairs within the individual units shall be secured by a special assessment against the individual members owning interest in units containing damaged improvements in an amount necessary to repair and restore the improvements within their individual units.

d. If under subparagraphs "a" and "b" above, all of the mortgagees do not agree, the Trustee shall disburse the funds as follows:

(1) Individual shares. The insurance proceeds shall be divided into individual shares. One share allocable to the damage to the common elements in proportion to the ratio that the loss to the common elements bears to the entire loss, this share to be retained by the Trustee. One share then shall be allotted to each damaged unit in proportion to the ratio that the loss to the unit bears to the entire loss. All proportions of loss sustained to be estimated by the Association. The share allotted to each damaged unit shall be payable to the unit owner and the mortgagee as their interests may appear. The Association then shall go ahead with the repair of the common elements and the damaged unit. If the sum allotted to the repair of the common elements is not sufficient for said repair, all of the owners of condominium units shall be assessed for the balance of the funds needed for improvements to the common elements, and the owners of the individual units shall be assessed individually for the full amount of the sums necessary to complete the repairs within their individual units.

(2) Abandonment. If there has been a loss or damage to the condominium property in excess of 50 per cent of the insured value based on estimates by the insurance carrier and the insurance proceeds are inadequate to repair and reconstruct same, and provided that the mortgagees agree, and that 75 per cent of the voting members vote against levying the special assessments and in favor of abandonment, the project shall be abandoned, and the condominium terminated.

(3) Evidence of Abandonment. As evidence of the members' resolution to abandon, the president and secretary of the Association shall execute and place in the Public Records of the County an Affidavit stating that such resolution was properly passed to which a copy of consent of 75 per cent of the unit owners and holders of all liens shall be affixed, and upon the filing of such resolution the condominium shall be terminated.

e. CERTIFICATE. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

25.3 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 specifications approved by the Board of Directors of the Association, and if the damaged property is the apartment building, by the owners of not less than 75 per cent of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

25.4 Immediately after a determination is made to rebuild or repair damage to property, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

25.5 The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustees and funds collected by the Association from assessments against apartment owners, shall be disbursed in payment of such costs in the following manner:

a. ASSOCIATION. If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair is more than \$5,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

b. INSURANCE TRUSTEE. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) If the amount of the estimated costs of reconstruction and repair is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) If the amount of the estimated costs of reconstruction and repair is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs and in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(4) Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by the apartment owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee, nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to any or all of such matters, and stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid; provided that when a mortgagee is required in the instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner;

and further provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursement in payment of costs of reconstruction and repair.

26. AUTHORITY TO EXECUTE LEASE. The Association shall execute the lease attached hereto as Exhibit "C." The Association shall abide by all the terms and conditions of said lease.

27. COMPLIANCE AND DEFAULT. Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, and By-Laws, and the regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of an apartment owner to comply with such documents and regulations shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act.

27.1 An apartment owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An apartment owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy, or abandonment of an apartment or its appurtenances, or of the common elements, by the apartment owner.

27.2 In any proceeding arising because of an alleged failure of an apartment owner or the Association to comply with the Declaration and other documents included therein, or the regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

27.3 The failure of the Association or any apartment owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the By-Laws, or the Regulations shall not constitute a waiver of the right to do so thereafter.

28. LIMITATION OF LIABILITY.

28.1 The liability of the owner of a unit for common expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration.

28.2 The owner of a unit shall have no personal liability for any damage caused the Association on or in connection with the use of the common elements or the leased property. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

29. TERMINATION. The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act.

29.1 If it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed

because of major damages, the condominium plan of ownership will be terminated.

29.2 The condominium may be terminated at any time by the approval in writing of all record owners of apartments and all record owners of mortgages on apartments. If the proposed termination is submitted to a meeting of the members of the Association, the notice of the meeting giving notice of the proposed termination and if the approval of the owners of not less than 75 per cent of the common elements and of the record owners of all mortgages upon the apartments are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the apartments of the other owners for the period ending on the sixtieth (60) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option; and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

a. The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the apartments to be purchased an agreement to purchase signed by the record owners of apartments who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by each participating owner and shall require the purchase of all apartments owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

b. The sale price for each apartment shall be the fair market value determined by the agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement; and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

c. The purchase price shall be paid in cash.

d. The sale shall be closed within ten (10) days following the determination of the sale price.

29.3 The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Sarasota County, Florida.

29.4 After termination of the condominium, the apartment owners shall own the condominium property as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owners' apartments prior to termination.

29.5 The members of the terminating condominium shall acquire a proportionate share of the money held by the Condominium Association, but shall forfeit all right to any share in any property owned by the Parent Association unless all condominiums within the Association terminate at the same time.

29.6 This section concerning termination cannot be amended without consent of all apartment owners and of all record owners of mortgages upon the apartments.

29.7 Termination of the condominium shall not terminate the easement which the members of the Parent Association shall have in the properties submitted to condominium ownership herein or terminate the membership of the former owners of the Association in the Parent Association and their obligation to pay a proportionate share of the expenses of the Parent Association. Such expenses shall then become payable directly to the Parent Association by the former unit owners; and the Parent Association shall have a lien against a former unit owner's undivided share in the former condominium property which shall become effective and be enforced; it is hereto set forth in this agreement.

30. DEVELOPER RESERVES CERTAIN RIGHTS. Notwithstanding any provision in this Declaration to the contrary, the Developer reserves to itself the right to make changes in the Declaration of Condominium (to include but not limited to building location, apartment layout and exterior and interior building dimensions) at any time prior to recording the Declaration, without seeking prior approval of purchasers under existing contract.

The Developer also reserves to itself the right both before and after recording the Declaration to make any changes necessary in the building plans and specifications which the Developer or architect deem necessary because of changes in the law, production scheduling, shortage or other reasons, and to make the necessary amendments to the Declaration of Condominium without the necessity of securing prior approval of the members of the association.

31. SEVERABILITY. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase, or work, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-Laws and Regulations shall not affect the validity of the remaining.

32. INTERPRETATION. Whenever the context so requires, the use of any gender shall be deemed to include all genders and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same.

33. EXHIBITS. All exhibits attached hereto are incorporated herein by reference and made a part hereof.

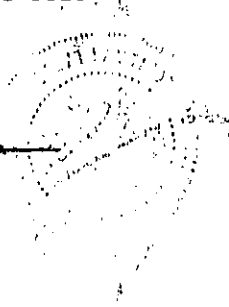
IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name, by its president, and its corporate seal affixed this 31st day of January, 1974

WITNESSES

[Handwritten signatures of witnesses]

R. S. HAMILTON, INC,

By *[Signature]*
ROBERT S. HAMILTON
as President

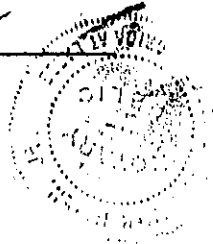


STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT S. HAMILTON as President of R. S. HAMILTON, INC., a corporation organized under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same as such corporate officer and affixed thereto the seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 31st day of January 1974.

T. Thomas May Jr.
Notary Public

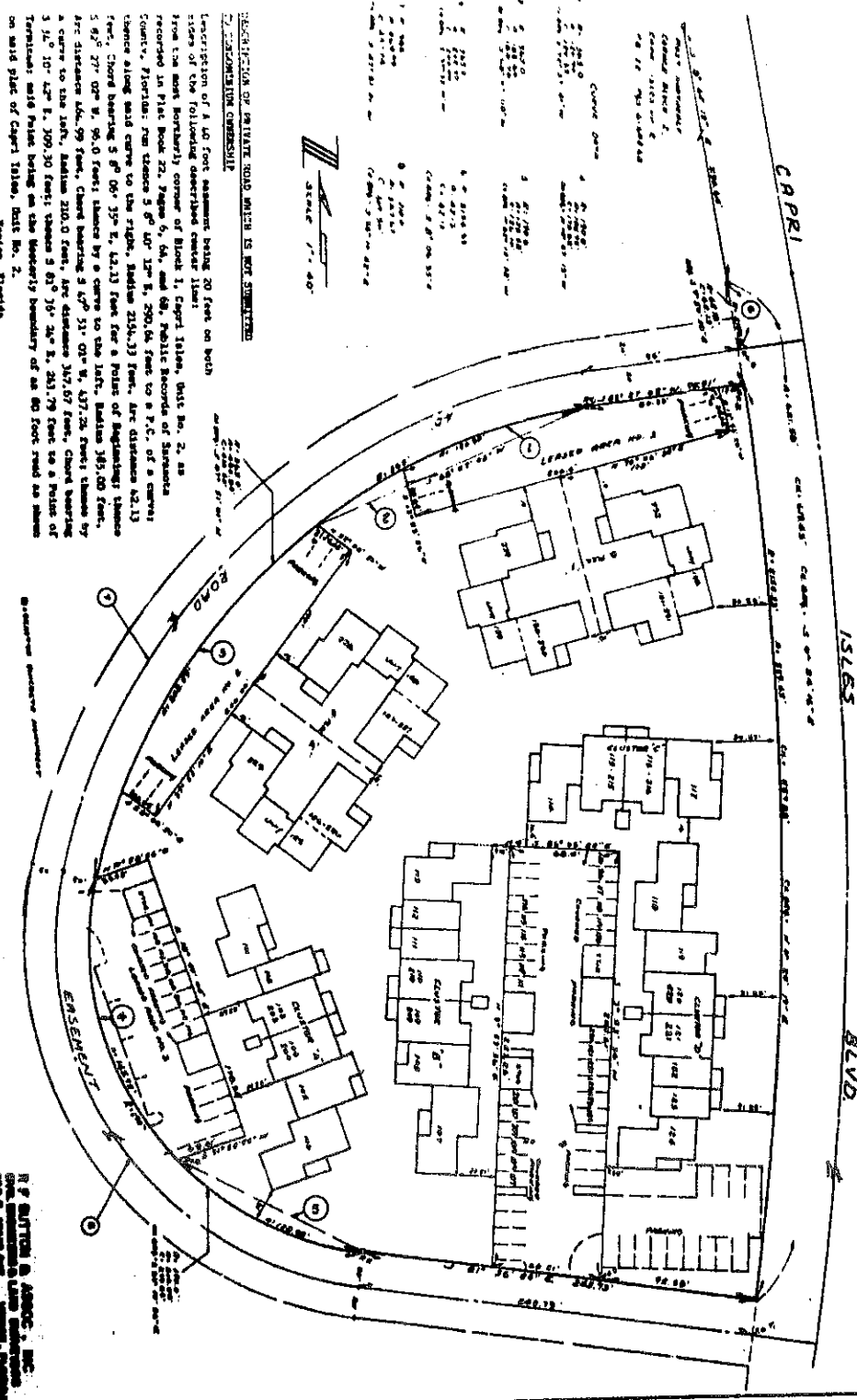


My commission expires:

Notary Public, State of Florida at Large
My Commission Expires July 8, 1974
Bonded By The Travelers Indemnity

CAPRI VILLAGE EAST A CONDOMINIUM
 SECS 4 8 9 - TWP 39 S - RGE 19E
 CITY OF VENICE - COUNTY OF SARASOTA - STATE OF FLORIDA

CONDOMINIUM BOOK **7** PAGE **28**



RECORDER'S MEMO: Legibility of writing, typing, or printing for reproductive purpose may be unsatisfactory in this document when received.

Exhibit "A"

2074 702

CAPRI VILLAGE EAST A CONDOMINIUM

SECS 4 8 9 - TWP. 39S - RGE. 19E
CITY OF VENICE - COUNTY OF SARASOTA - STATE OF FLORIDA

CONDOMINIUM BOOK 2 PAGE 284

PROPERTY SUBMITTED TO CONDOMINIUM INTEREST

From the most northerly corner of Block I, Capri Isles, Unit No. 2, as recorded in Plat Book 22, Pages 6, 6a, and 6b, Public Records of Sarasota County, Florida; run thence S 6° 40' 12" E, 290.04 feet to a P.C.; thence along said curve to the right, Radius 215.13 feet, Arc distance 62.13 feet, Chord bearing S 7° 50' 30" E, 62.13 feet; for a Point of Beginning; thence S 62° 27' 02" W, 95.91 feet; thence by a curve to the left, Radius 351.00 feet, Arc distance 140.04 feet, Chord bearing S 6° 51' 01" W, 140.04 feet; thence by a curve to the left, Radius 190.00 feet, Arc distance 114.54 feet, Chord bearing S 10° 10' 20" E, 279.63 feet; thence S 81° 36' 26" E, 263.73 feet; a Point that lies on the westerly R/W line of an 80.0 foot road, as shown on said Plat; of Capri Isles, Unit No. 2, thence by a curve to the left, Radius 215.13 feet, Arc distance 62.13 feet, Chord bearing N 0° 21' 19" E, 557.68 feet, to the Point of Beginning. Less land leased to Condominium Association and described herein.

DETERMINATION OF SURVEY

The undersigned being a licensed and registered Land Surveyor of R. F. SUTTON & ASSOCIATES INC., does hereby certify that a survey was made of the lands as shown herein and further certifies that this Plat Plan consists of sheets: that, inclusive together with the wording of the Declaration of Condominium of CAPRI EAST a Condominium as recorded in the Public Records of Sarasota County, Florida is a correct representation of the improvements described and that it can be determined therefrom the identification, locations, dimensions and areas of the common elements and of each unit contained therein.

RICHARD F. SUTTON

[Signature]
Richard F. Sutton
Florida Surveyor's Reg. No. 1275

Date of Survey 10/12/13

NOTE

All elevations refer to Mean Sea Level U.S. Coast & Geodetic Survey datum as of this date.

All buildings as shown are under construction or proposed and upon completion of construction a certificate shall be placed of record as to their location.

LAND LEASED TO CONDOMINIUM ASSOCIATION ON 99 YEAR LEASE

LEASED AREA No. 1
From the most northerly corner of Block I, Capri Isles, Unit No. 2, as recorded in Plat Book 22, Pages 6, 6a, and 6b, Public Records of Sarasota County, Florida; run thence S 6° 40' 12" E, 290.04 feet to a P.C.; thence by a curve to the right, Radius 215.13 feet, Arc distance 62.13 feet, Chord bearing S 7° 50' 30" E, 62.13 feet; thence by a curve to the left, Radius 351.00 feet, Arc distance 140.04 feet, Chord bearing S 6° 51' 01" W, 140.04 feet; thence by a curve to the left, Radius 190.00 feet, Arc distance 114.54 feet, Chord bearing S 10° 10' 20" E, 279.63 feet; thence S 81° 36' 26" E, 263.73 feet; a Point that lies on the westerly R/W line of an 80.0 foot road, as shown on said Plat; of Capri Isles, Unit No. 2, thence by a curve to the left, Radius 215.13 feet, Arc distance 62.13 feet, Chord bearing N 0° 21' 19" E, 557.68 feet, to the Point of Beginning. Less land leased to Condominium Association and described herein.

LEASED AREA No. 2

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LEASED AREA No. 3

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LEASED AREA No. 4

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Venice, Florida

R.F. SUTTON & ASSOCIATES, INC.
LAND SURVEYORS
200 N. TARPEN BAY BLVD., VENICE, FLORIDA 33596
TEL: 941-722-1788 FAX: 941-722-1789

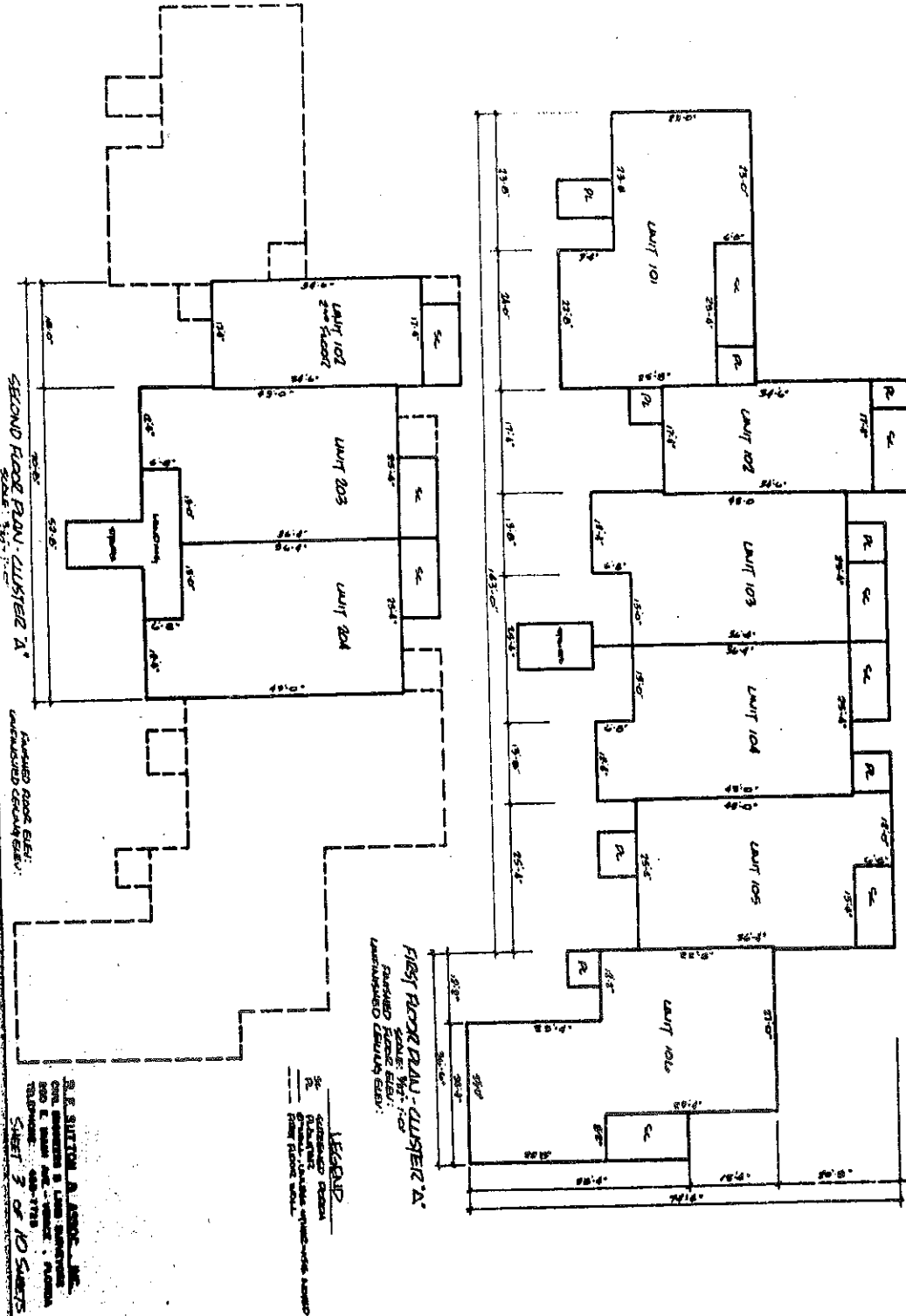
SHEET 2 OF 10 SHEETS

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CAPRI VILLAGE EAST A CONDOMINIUM

SECS 4 8 9 — TWP 39 S — RGE 19 E
CITY OF VENICE — COUNTY OF SARASOTA — STATE OF FLORIDA

CONDOMINIUM BOOK 4 PAGE 288



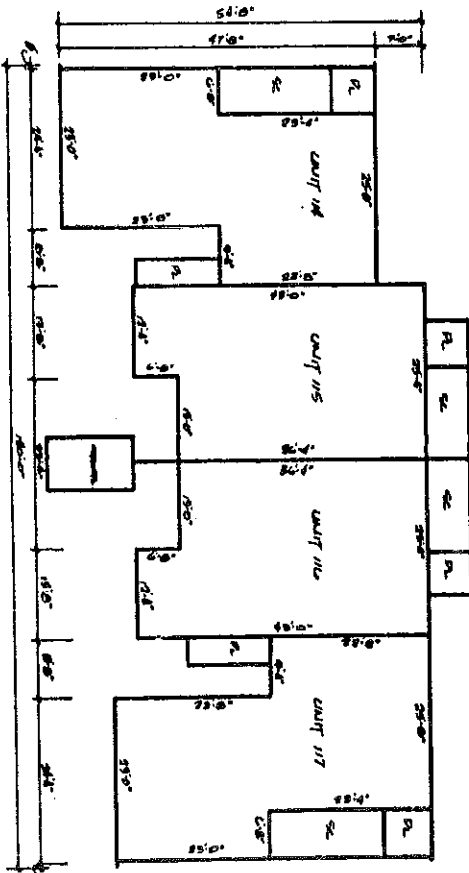
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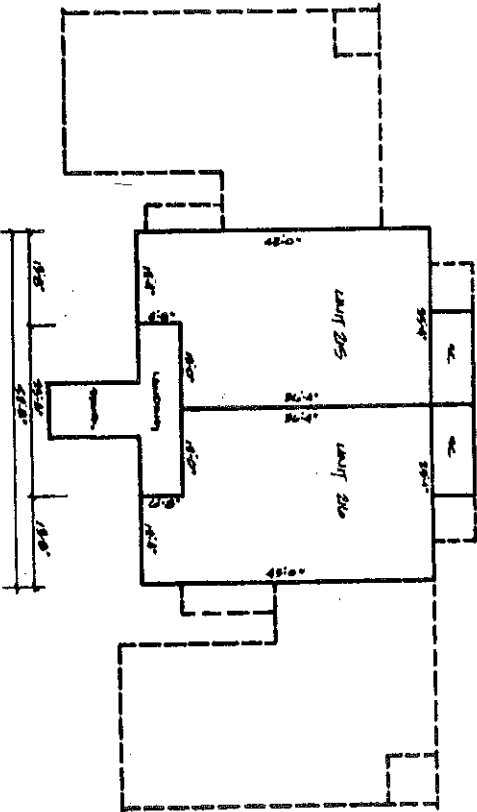
CAPRI VILLAGE EAST A CONDOMINIUM
SECS 4 B 9 - TWP. 39S - RGE. 19E
CITY OF VENICE - COUNTY OF SARASOTA - STATE OF FLORIDA

CONDOMINIUM BOOK 7 PAGE 240

LEGEND
- - - - - UNFINISHED WALLS
--- FINISHED WALLS
--- FINISHED PARTIAL WALLS
--- FINISHED PARTIAL WALLS
--- FINISHED PARTIAL WALLS



FIRST FLOOR PLAN
Cluster C
SCALE 3/4\"/>
DIMENSIONS SHOWN ARE APPROXIMATE



SECOND FLOOR PLAN
Cluster C
SCALE 3/4\"/>
DIMENSIONS SHOWN ARE APPROXIMATE

AS BUILT TO BE SHOWN ON THIS PLAN ARE THE EXISTING WALLS AND PARTIAL WALLS. THE FINISHED WALLS AND PARTIAL WALLS ARE SHOWN WITH DASHED LINES.

SHEET 5 OF 10 SHEETS

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CAPRI VILLAGE EAST

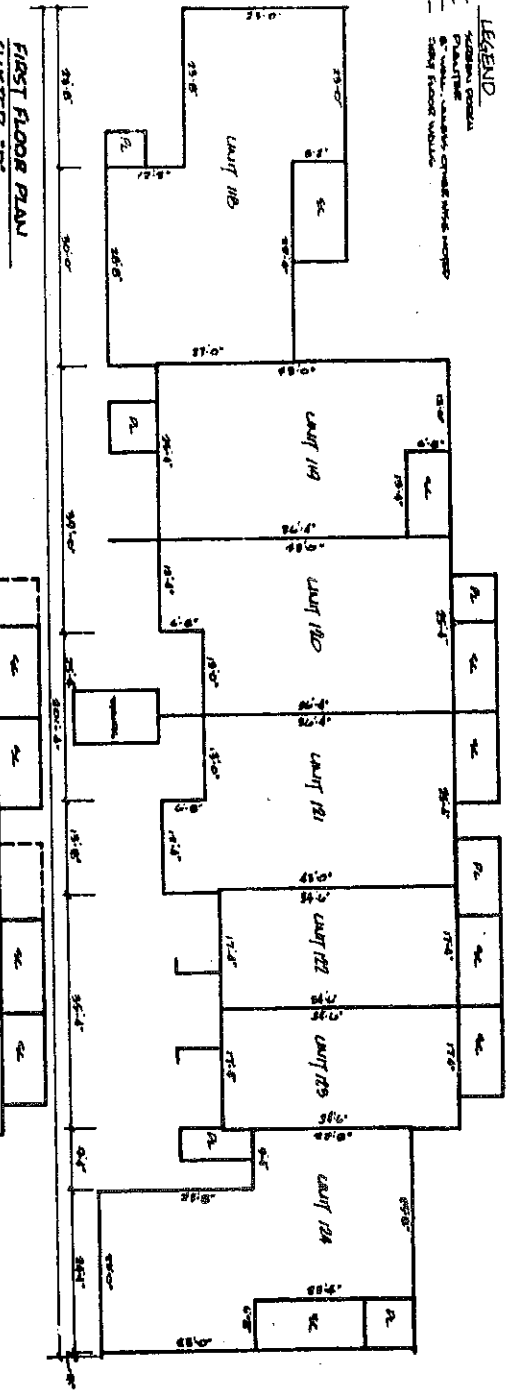
A CONDOMINIUM

SECS. 4 8 9 - TWP. 39S. - RGE. 9E.
CITY OF VENICE - COUNTY OF SARASOTA - STATE OF FLORIDA

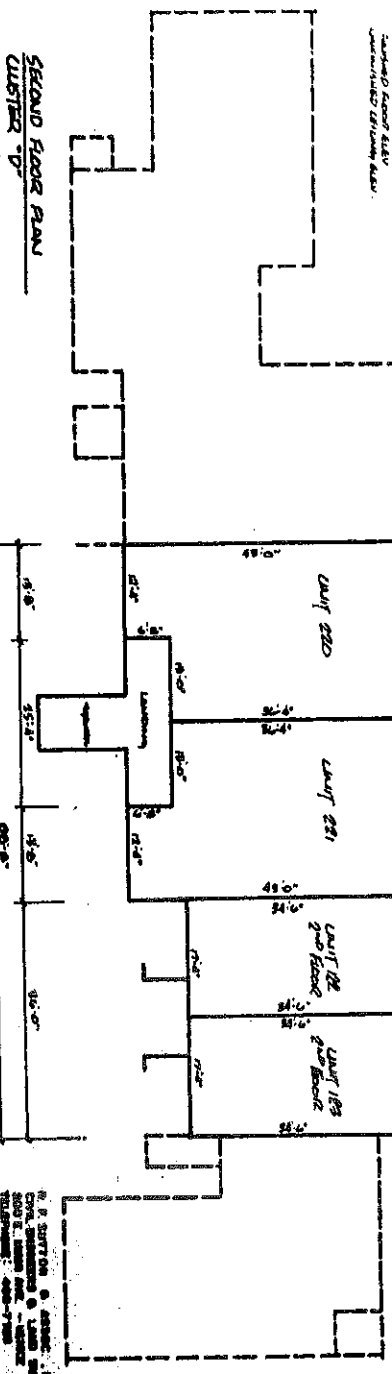
CONDOMINIUM BOOK 7 PAGE 285

LEGEND

- 1. Common Areas
- 2. Unit
- 3. Staircase
- 4. Corridor
- 5. Elevator
- 6. Mechanical Room
- 7. Utility Room
- 8. Storage Room
- 9. Other



FIRST FLOOR PLAN
CLUSTER "D"
SCALE: 3/8" = 1'-0"
DRAWING BY: [illegible]
DATE: [illegible]



SECOND FLOOR PLAN
CLUSTER "D"
SCALE: 3/8" = 1'-0"
DRAWING BY: [illegible]
DATE: [illegible]

W. J. SUTTON & ASSOC., INC.
1001 E. VENICE AVENUE, SUITE 100
VENICE, FLORIDA 33596
TELEPHONE: 408-7100

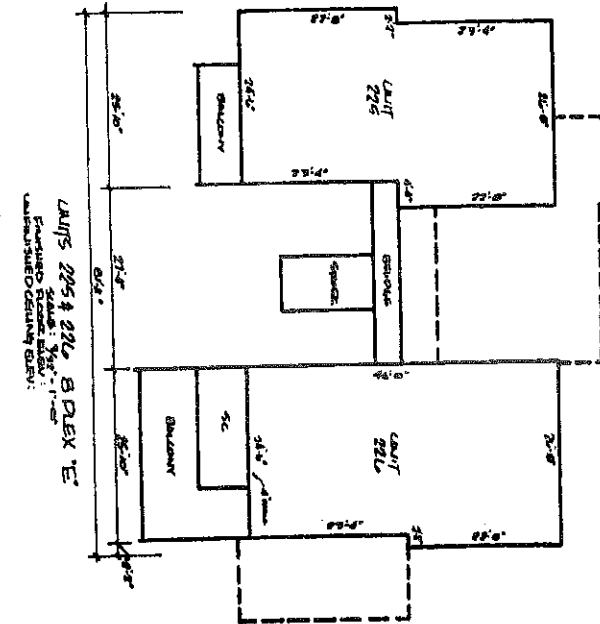
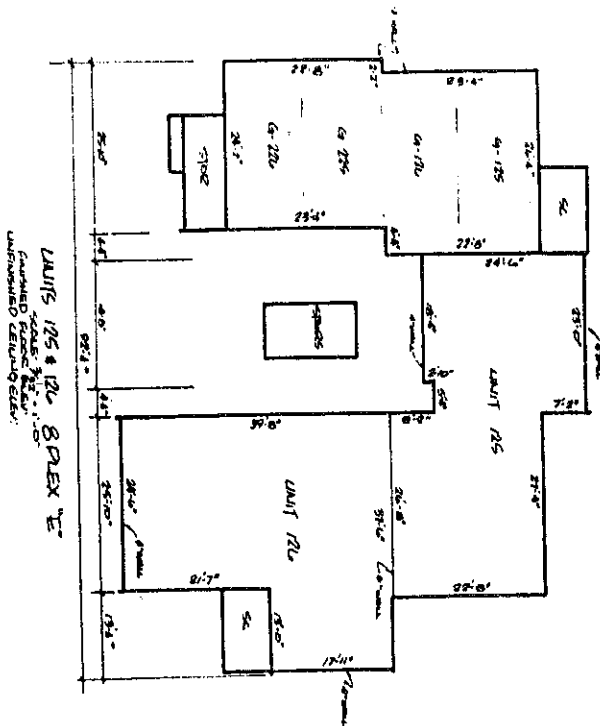
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CAPRI VILLAGE EAST A CONDOMINIUM

SECS. 4 8 9 — TWP 39S — RGE 19E
CITY OF VENICE — COUNTY OF SARASOTA — STATE OF FLORIDA

CONDOMINIUM BOOK 7 PAGE 287



LEGEND

- 1/4" Kitchen
- 1/2" Living Room
- 3/4" Dining Room
- 1" Bedroom
- 1 1/2" Bathroom
- 2" Hallway
- 3" Stair
- 4" Balcony
- 5" Terrace
- 6" Pool
- 7" Utility
- 8" Storage
- 9" Entry
- 10" Closet
- 11" Linen
- 12" Storage
- 13" Storage
- 14" Storage
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- 95" Storage
- 96" Storage
- 97" Storage
- 98" Storage
- 99" Storage
- 100" Storage

D.F. SUTTON & ASSOCIATES, INC.
 1000 W. VENICE AVENUE, SUITE 100
 VENICE, FLORIDA 33596
 TEL: 813-988-7778

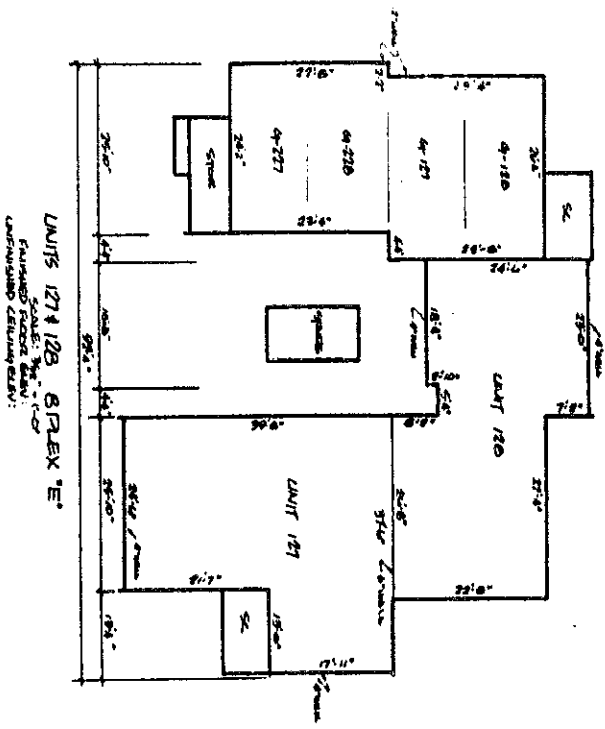
SHEET 7 OF 10 SHEETS

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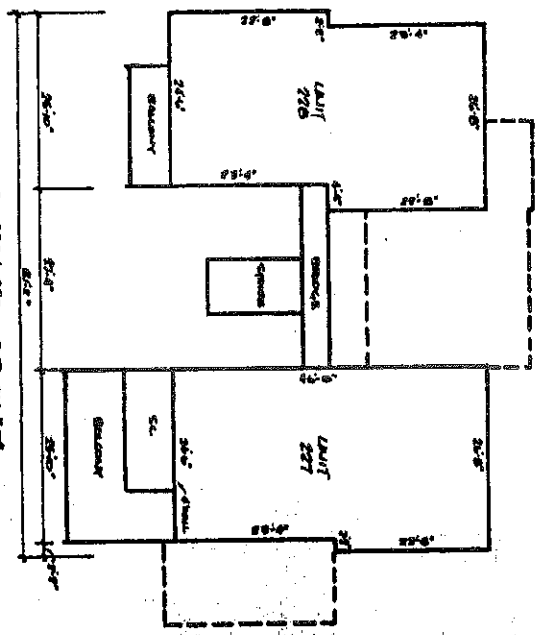
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CAPRI VILLAGE EAST A CONDOMINIUM
SECS. 4 & 9 — TWP. 39S. — RGE. 19E
CITY OF VENICE — COUNTY OF SARASOTA — STATE OF FLORIDA

CONDOMINIUM BOOK 7 PAGE 380



UNITS 127 & 128, 6 PLEX "E"
SCALE: 3/8" = 1'-0"
FINISHED FLOOR ELEV. 1'-0"
UNFINISHED CEILING ELEV. 8'-0"



UNITS 227 & 228, 6 PLEX "E"
SCALE: 3/8" = 1'-0"
FINISHED FLOOR ELEV. 1'-0"
UNFINISHED CEILING ELEV. 8'-0"

LEGEND

- SC - STAIRS
- CL - CLOSET
- BR - BEDROOM
- BATH - BATHROOM
- LI - LIVING AREA
- DI - DINING AREA
- K - KITCHEN
- LA - LAUNDRY
- ST - STORAGE
- WC - WATER CLOSET
- HL - HALL
- TR - TERRACE
- PO - PORCH
- CO - COAT closet
- CD - CLOSET
- DR - DRESSING ROOM
- CL - CLOSET
- BR - BEDROOM
- BATH - BATHROOM
- LI - LIVING AREA
- DI - DINING AREA
- K - KITCHEN
- LA - LAUNDRY
- ST - STORAGE
- WC - WATER CLOSET
- HL - HALL
- TR - TERRACE
- PO - PORCH
- CO - COAT closet
- CD - CLOSET

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TELEPHONE: 488-1788

SHEET 2 OF 10 SHEETS

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