AMENDED DECLARATION OF CONDOMINIUM

of

HARBOR HOUSE WEST
a Condominium
Sarasota, Florida

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby submit to condominium ownership pursuant to Chapter 711, Florida Statutes, 1967, known as the Condominium Act, the following described land and improvements thereon, situate, lying and being in the County of Sarasota, State of Florida, being more particularly described as follows, to-wit:

Being the South 25 feet of Lot 12, all of Lots 13 and 14, and the North 55 feet of Lot 15, Block "A", Golden Gate Point, recorded in Plat Book 1, Page 135, Public Records of Sarasota County, Florida.

ALSO:

Any lands which may lie between said property and the waters of Sarasota Bay.

1. NAME. The name by which this condominium shall be known and identified is HARBOR HOUSE WEST, a condominium, and its address is 226 Golden Gate Point, Sarasota, Florida.

2. DEFINITIONS. The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act, (Section 711.03, Florida Statutes,1967) and as follows unless the context otherwise requires:

2.1 APARTMENT means unit as defined by the Condominium Act and where appropriate includes an appurtenant screen porch or lanai.

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

2.3 ASSOCIATION means Harbor House West, Inc., and its successors.

2.4 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.

2.5 COMMON EXPENSES include:

a. (1) Expenses of administration, (2) expenses of maintenance, (3) expenses of operation, (4) expenses associated with deferred maintenance, (5) expenses connected with repairs or replacements required because of damage, depreciation or obsolescence, (6) expenses incurred for additional improvements to, or additional property that will be part of, the common elements.

b. Expenses declared common expenses by provisions of this Declaration or the ByLaws.

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

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

2.6 CONDOMINIUM means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

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

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

2.9 DEVELOPER means Wood Thompson Developments, Inc., a Florida corporation, its successors and assigns.

3. SURVEY AND FLOOR PLANS. 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 dimensions are attached hereto, incorporated herein and marked Exhibit "A". The condominium units shall be known and numbered as described in said Exhibit "A".

3.1 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 building, or as the building is constructed unless approved in writing by the apartment owner.

3.2 IMPROVEMENTS-GENERAL DESCRIPTION.

a. APARTMENT BUILDING. The condominium includes one

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apartment building which contains seven (7) floors and twenty-four (24) apartments. The condominium further includes twenty-four (24) covered parking areas numbered so that there exists at least one covered parking area for each apartment, with sixteen (16) of said covered parking areas being located in separate buildings indicated as "garages" on Exhibit "A".

b. OTHER IMPROVEMENTS. The condominium includes an elevator, gardens and landscaping, laundry and other facilities located substantially as shown upon the plans which are part of the common elements.

3.3 APARTMENT. Each apartment, which term as used in this subsection concerning boundaries, shall include that part of the building containing the apartment that lies between the boundaries of the apartment, which boundaries are as follows:

a. UPPER AND LOWER BOUNDARIES. The upper and lower boundaries of the apartment shall be in the following boundaries extended to an intersection with the perimetrical boundaries:

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

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

b. PERIMETRICAL BOUNDARIES. The perimetrical boundaries of the apartment 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 an apartment fixture, balcony, screen porch or other portion of the building serving only the apartment being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structuresand fixtures thereon.

(2) Interior building walls-- the vertical planes of the center line of walls bounding an apartment extended to intersections with other perimetrical boundaries with the following exceptions:

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

(ii) When walls of different thickness 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 boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

c. Areas shown as "garden" within the confines of apartments 11 and 12, shall be considered part of these respective apartments.

3.4 COMMON ELEMENTS: The common elements include the land and all other parts of the condominium not within the apartments unless otherwise provided herein.

3.5 Covered parking areas assigned to respective apartments are hereby declared to be limited common elements reserved for the use of the particular unit to which they are attached or assigned as the case may be.

3.6 All screening used exclusively by a unit shall not be considered a common element but shall be considered a part of said unit.

3.7 All air conditioning units, including compressors, used exclusively by a unit shall be considered a part of said unit and shall not be considered a common element.

3.8 Areas abutting apartments 11 and 12 designated "terrace" and Units 11 and 12 on Exhibit "A" are hereby declared to be limited common elements and reserved to the exclusive use of apartment 11 or apartment 12 as the case may be.

3.9 Each apartment shall be required to utilize "cable" television, with the individual "hook-up" expense of the television set or sets located in any particular apartment and the monthly operation fees to be considered as being "common expenses" and assessed as such.

4. THE CONDOMINIUM ACT. Chapter 711, Florida Statutes, 1967, is incorporated herein by reference, and all provisions thereof shall apply to this condominium.

5. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS. Each unit owner shall own an equal undivided share in the common elements and shall bear his/her share of the costs involved in their operation and maintenance.

6. AMENDMENTS OF DECLARATION.

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6.1 This Declaration may be amended at any time by affirmative vote of the majority of the units except that 100% of the units shall be required to amend paragraph "5" hereof or any part thereof. The consent of institutional mortgagees shall also be required to amend paragraph "5" above.

6.2 EXECUTION AND RECORDING. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers 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.

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7. BYLAWS. The operation of the condominium property shall be governed by the ByLaws of Harbor House West, Inc., a copy of which is attached and made a part hereof as Exhibit "B". No modification

or amendment to those ByLaws shall be deemed valid unless set forth in or annexed to a duly recorded amendment to this Declaration in accordance with the formalities set forth in Paragraph "6" above.

8. THE ASSOCIATION, ITS POWERS AND RESPONSIBILITIES.

8.1 The operation of the condominium shall be vested in Harbor House West, Inc., a non-profit Florida corporation.

8.2 No unit owner, except as an officer of the association, shall have any authority to act for the association.

8.3 The powers and duties of the association shall include those set forth in the ByLaws referred to herein, but in addition thereto the association shall:

a. 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 for making emergency repairs therein necessary to prevent damage to the common elements or to other unit or units;

b. have the power to make and collect assessments and to lease, maintain, repair and replace the common elements;

c. maintain accounting records according to good accounting practice, which shall be open to inspection by unit owners at all times;

d. prescribe such "house rules" as it shall, from time to time, consider essential.

9. MAINTENANCE; LIMITATION UPON IMPROVEMENT.

9.1 The maintenance of the common elements shall be the responsibility of the association.

9.2 There shall be no material alteration or substantial additions to the common elements except in a manner provided herein. The exterior appearance of any structure in the condominium shall not be altered in any way.

9.3 No unit owner shall make any alterations in the portions of the improvements of the condominium which are to be maintained by the association or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building containing his unit or impair any easement.

10. COMMON EXPENSES AND COMMON SURPLUS.

10.1 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.

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

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11. ASSESSMENTS; LIABILITY; LIEN AND PRIORITY; INTEREST; COLLECTIONS.

11.1 A unit owner, regardless of how title was acquired, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance.

11.2 The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit for which the assessment was made.

11.3 Assessments and installments not paid when due shall bear interest from the date when due until paid, at the rate of six per cent (6%) per annum.

11.4 The association shall have a lien on each condominium parcel for any unpaid assessments and interest thereon against the owner of such condominium parcel, until paid. Such lien shall also include reasonable attorneys' fees incurred by the association incident to the collection of such assessment or enforcement of such lien. Such liens shall be executed and recorded in the Public Records of Sarasota County, Florida, in the manner provided by law, but such liens shall be subordinate to the lien of any mortgage or other lien recorded prior to the time of the recording of the claim of lien by the association.

11.5 Liens for assessments may be foreclosed by suit brought in the name of the association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in Chapter 711, Florida Statutes, 1967.

11.6 Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a condominium unit as set out in greater detail in the statutes made and provided for same.

12. TERMINATION OF CONDOMINIUM. If all unit owners and the holders of all liens affecting any of the condominium parcels execute and duly record an instrument terminating the condominium property, said property shall be deemed to be thereafter owned in common by the unit owners. The undivided interest in the property owned in common by each unit owner shall then become the percentage of the undivided interest previously owned by such owner in the common elements.

13. EQUITABLE RELIEF. In the event of substantial damage to or destruction of all or a substantial part of the condominium property, and in the event the property is not repaired, reconstructed or rebuilt within a reasonable period of time, any unit

owner shall have the right to petition a court of competent jurisdiction for equitable relief, which may, but need not necessarily include termination of the condominium and a partition.

14. LIMITATION OF LIABILITY.

14.1 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.

14.2 The owner of a unit shall have no personal liability for any damage caused by the association on or in connection with the use of the common elements. 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.

15. LIENS.

15.1 Subsequent to recording this Declaration no liens of any nature shall thereafter arise or be created against the condominium property as a whole except with the unanimous consent of the unit owners. During such period liens may arise or be created only against the several condominium parcels.

15.2 Labor performed or materials furnished to a unit shall not be the basis for the filing of a lien pursuant to the mechanic's lien law against the unit or condominium parcel of any unit owner not expressly consenting to or requesting the same. No labor performed or materials furnished to the common elements shall be the basis for a lien thereon, but if duly authorized by the association such labor or materials shall be deemed to be performed or furnished with the express consent of each unit owner and shall be the basis for the filing of a lien against all condominium parcels in the proportions for which the owners thereof are liable for common expenses.

15.3 In the event a lien against two or more condominium parcels becomes effective each owner thereof may relieve his condominium parcel of the lien by payment of the proportionate amount attributable to his condominium parcel. Upon such payment it shall be the duty of the lienor to release the lien of record for such condominium parcel.

16. REMEDIES FOR VIOLATION. Each unit owner shall be governed by and conform with this Declaration and the ByLaws attached hereto. Failure to do so shall entitle the association or any unit owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law. Any unit owner against whom successful legal action is brought by the association shall be liable to the association for all legal

expenses and costs of enforcement, including court costs, attorneys' fees and appellate costs.

17. EASEMENTS.

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

17.2 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 encroachments shall be permitted to remain undisturbed and such easements shall continue until such encroachment no longer exists.

18. MEMBERSHIP IN ASSOCIATION.

18.1 Harbor House West, Inc., a non-profit Florida corporation, was chartered to perform the acts and duties desirable for apartment house management for the units and common elements and to levy and enforce collection of assessments necessary to perform acts and duties as aforesaid.

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18.2 All unit owners shall automatically be members of the association and said membership shall terminate when they no longer own said units. After an application for approval to purchase a unit and for membership in the association is approved by the Board of Directors, the applicant shall become subject to the observance of this Declaration of Condominium, its ByLaws and its House Rules upon receiving title to his apartment.

18.3 Owners of each unit shall collectively be entitled to one (1) vote in accordance with voting privileges set forth in the ByLaws attached hereto as Exhibit "B".

19. ASSESSMENTS.

19.1 The Board of Directors of the association shall approve annual budgets in advance for each fiscal year, which budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for each of the common expense classifications described in Paragraph "2.5".

19.2 The basis for the annual assessment for each fiscal year against each unit is set forth in paragraph 5 above. Such assessments shall be due in quarterly installments on the first day of each quarter of the year for which the assessments are made, but the Board of Directors has the power to establish other collection procedures. 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.

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20. SALE, RENTAL, LEASE OR TRANSFER.

20.1 Prior to the sale, rental, lease or transfer of any unit to any person other than the transferor's spouse, the unit owner or his agent shall notify the Board of Directors of the Association,

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in writing, as follows:

OUT a. In the event of a proposed sale of a unit, the unit owner or his agent shall submit a written application for approval of said sale to the Board of Directors, signed by the unit owner or his agent, and by the prospective purchaser, indicating that the prospective purchaser intends to make said purchase and become a member of the association, and that he has read and agrees to comply with the Declaration of Condominium, ByLaws and House Rules then in full force and effect. Within ten (10) days of receipt of said application by the Secretary of the association, the Board of Directors shall notify the owner or his agent of the approval or disapproval of said application. In the event the application is disapproved, the unit owner or his agent shall, for a period of not less than ten (10) days, display on the building's bulletin board a notice setting out the terms and conditions of the proposed sale and any member or members of the association shall have the right to purchase the unit according to said terms and conditions. Written notification of intention to exercise said right to purchase shall be received by the unit owner or his agent within ten (10) days from the date the notice is last required to be displayed and said right may be exercised jointly or singularly among the members, by the first to give the above notification to the unit owner or his agent.

OUT b. In the event of a proposed rental, lease or transfer other than a sale, the unit owner or his agent shall submit a written application for approval to the Board of Directors, signed by the unit owner or his agent and by the prospective tenant or transferee, indicating that the prospective tenant or transferee has read and agrees to comply with the House Rules of the association and that the unit owner agrees to be primarily responsible for said compliance and for the conduct of the tenant or transferee and his guests. Within ten (10) days of receipt of said application by the Secretary of the association, the Board of Directors shall notify the owner or his agent, in writing of the approval or disapproval of said application.

AMENDED 2-12 OUT (20.2) Institutional mortgagees acquiring title to any unit, either by foreclosure or voluntary conveyance to avoid foreclosure, shall be exempt from the provisions of paragraphs 20.1.

OUT (20.3) Harbor House West, Inc. is expressly prohibited from acting as rental agent for any unit owner.

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

a. Promptly pay the assessments levied by the association;

b. Maintain in a clean and sanitary condition and repair his unit and all interior surfaces within or surrounding his unit (such as the surfaces of the walls, ceiling, floors) whether or not part of the apartment or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his unit;

AMENDED 3/9/83 (c.) Not use or permit the use of his unit for any purpose other than as a single-family residence by approved occupants, their servants and their house guests. Further, that persons who have not yet attained the age of 18 shall not be permitted to reside in any apartment except on a temporary basis. This clause does not apply

to children in occupancy prior to adoption of this Amended Declaration;

AMENDED 3/19/93 d. Not keep pets other than goldfish, tropical fish, or small birds. As of the date of the adoption of this Amended Declaration, owners of cats or dogs may keep same, but not replace them;

AMENDED 4/97 e. Not make, or cause to be made, any structural additions or alterations to his unit, or to the common elements, without prior written consent of the association and all mortgagees holding a mortgage on his unit;

f. Not permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements, or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises, or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements;

g. Conform to and abide by the ByLaws and uniform House 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;

h. Make no alteration, decoration, repair, replacement or change of the common elements or to any outside or exterior portion of the building whether within a unit or part of the common elements;

AMENDED 4/97 i. Allow the Board of Directors or the agents and employees of the association to enter any unit for the purpose of maintenance, inspection, repair, 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 this Amended Declaration and ByLaws of the association;

j. Show no sign, advertisement or notice of any type on the common elements or his unit and erect no exterior antennas and aerials except as provided by this Amended Declaration or uniform regulations promulgated by the association;

k. Make no repairs to any plumbing or electrical wiring within a unit except by plumbers or electricians authorized to do such work by the Board of Directors of the association. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owners of the unit, whereas the association shall pay for and be responsible for repairs and electrical wiring within the common elements;

l. Comply with all the provisions of this Amended Declaration;

m. Keep garbage disposals supplied with all apartments in running condition. Insofar as possible, all garbage must be disposed of by using the garbage disposals. Garbage, including bottles and cans, that are not suitable for disposal through the garbage disposals must be placed in waterproof sacks, bags, or other similar containers before being placed in the condominium trash chute.

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n. Except for ground floor apartments, carpet fully all floor areas, including a standard commercial underpadding, except for bathrooms, kitchens and storage rooms;

o. Not use condominium garages for any other purpose except the protection of passenger vehicles. Nothing except passenger vehicles may be placed in condominium garages. Mobile home types of conveyance, motorcycles and bicycles are excluded. No closets or shelves may be erected or installed therein.

22. 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 a court of equity 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 agents to enter the unit and do the necessary work to enforce compliance with the above provision.

23. DESTRUCTION OF IMPROVEMENTS AND INSURANCE.

23.1 The association shall obtain fire and extended coverage insurance insuring all of the insurable improvements within the condominium property for the full insurable value thereof, and the premium for such coverage and all other insurance deemed desirable by the association shall be assessed against the owners of each unit as heretofore provided.

23.2. In the event a loss occurs to any improvement within any of the units alone, without any loss occurring to any of the improvements within the common elements, payment under the policy shall be made to the members owning such units and their mortgagees as their interest may appear, if there be mortgages on said unit, and it shall be the duty of those members to effect the necessary repairs to the improvements within their respective units.

23.3. In the event that loss occurs to improvements within units and the contiguous common elements, or to improvements within the common elements alone, payment under the policy shall be made jointly to the association and to the holders of mortgages in the units, and the proceeds shall be expended or disbursed as follows:

a. If the mortgagees agree, all payees shall endorse the insurance company's check to the association, and the association will 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 sufficient to repair the improvements within the common elements but insufficient to repair all of the damage within the units, the proceeds shall be applied first to completely repair the improvements within the

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common elements and the balance of the funds shall be apportioned to repair improvements within members' units in proportion to the loss sustained to improvements within said units as estimated by the insurance carrier, and the members owning interest in units containing damaged improvements shall be subject to a special assessment and shall contribute to the association the remaining funds necessary to repair and restore the improvements within their units.

b. In the event all mortgagees do not agree to the endorsement of the proceeds as provided in subparagraph a above, all payees shall endorse the insurance company's check to the institutional first mortgagee owning and holding the oldest recorded mortgage encumbering any unit, which mortgagee shall hold the insurance proceeds in escrow and the escrow agent (should there be no institutional first mortgagee or not with legal capacity to perform such escrow, then, the payees shall endorse the insurance check to the association, as escrow agent) shall disburse funds as follows:

(i) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the common property and within the units, and provided all institutional first mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose, the improvements shall be completely repaired and restored. In this event the association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and who shall post a performance and payment bond, and the escrow agent shall disburse the insurance proceeds and other funds held in escrow in accordance with the progress payments contained in the construction contract between the association and the contractor, which contract shall be subject to the prior written approval of the escrow agent.

(ii) In the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction but the insurance proceeds are not sufficient to repair and replace all of the improvements within the common elements and within the units, a membership meeting shall be held to determine whether or not to abandon the condominium project or to levy a uniform special assessment against each unit and the owners thereof as their interests may appear, to obtain the necessary funds to repair and restore the improvements within the common elements and units. In the event the majority of the voting members vote in favor of a special assessment, the association shall immediately levy such assessment and the funds received shall be delivered to the escrow agent and disbursed as provided above. In the event the majority of the voting members are opposed to the special assessment and vote for abandonment of the condominium project, the insurance proceeds shall be disbursed in accordance with the paragraph above, and the condominium project shall be terminated as hereinafter provided.

23.4 If there has been loss or damage to the common elements and the insurance proceeds available are inadequate to repair and reconstruct same and all of the units, and if the majority of the voting members vote against levying the special assessment referred to above and vote to abandon the condominium project, same shall be abandoned in accordance with paragraph 12 above. As

evidence of the members' resolution to abandon, the President and Secretary to the association shall affect and place in the public records of the county an affidavit stating that such resolution was properly passed to which a copy of the consent of the unit owners and holders of all liens shall be affixed.

23.5. In addition to the insurance coverage specifically mentioned hereinbefore, the association shall obtain insurance which shall cover risks of all types affecting the common elements. Liability insurance, in an amount to be determined by the Directors of the association, shall also be obtained on the common elements; provided, however, said amount shall not be less than $300,000 and, provided, further, that said liability coverage shall name both the association and unit owners of record.

23.6 Under all circumstances the association hereby has the authority to act as the agent of all owners for the purpose of compromising or settling insurance claims for damages to improvements within the units or common elements.

24. 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 Amended 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. As used, herein, the term "member" means and refers to any person, natural or corporate, who is a unit owner, and the term "association" is used synonymously with "corporation" and refers to Harbor House West, Inc.

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AMENDMENT OR CORRECTION FOR AMENDMENT OF SEPT 17 1973 FILING
~~FILED~~. FILED ON MAY 15, 1974

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OFF. REC. 1036 PG 1537

STATE OF FLORIDA)
)
COUNTY OF SARASOTA)

AFFIDAVIT - IN RE: HARBOR HOUSE WEST, A CONDOMINIUM.

PERSONALLY APPEARED BEFORE ME, the undersigned authority duly authorized to take oaths and acknowledgments in the State of Florida,

ROLLIN S. BEACH

to me well known who first being duly sworn deposes and says:

1. That he is the President of HARBOR HOUSE WEST, INC. (formerly known as 226 GOLDEN GATE POINT ASSOCIATION, INC.), a non-profit Florida corporation; and,

2. That the Association did on the 17th day of September, 1973, make and execute a certificate of amendment of Declaration of Condominium of HARBOR HOUSE WEST, A CONDOMINIUM, said certificate being recorded in O.R. Book 1018, at page 39 et seq., of the Public Records of Sarasota County, Florida; and,

3. That through inadvertence the Exhibit "A" referred to in ¶3 of the Amended Declaration of Condominium was not annexed to said Amended Declaration of Condominium, said Exhibit "A" being the same Exhibit "A" as was annexed to the original Declaration of Condominium of HARBOR HOUSE WEST, A CONDOMINIUM, and is recorded in O.R. Book 792, at page 36 et seq., of the Public Records of Sarasota County, Florida; and,

4. It was the intent and resolution of the Association that said Exhibit "A" be annexed to the Amended Declaration as part thereof, all in accordance with the resolution of amendment adopted by the Unit owners of HARBOR HOUSE WEST, INC., A Condominium, at a duly called and held meeting on the 9th day of July, 1973, at which a quorum was present and voting throughout; and

OFF. REC. 1036 PG 1537

5. The purpose of this Affidavit is to correct the recording omission mentioned above. A copy of said Exhibit "A" is annexed hereto (and wal also recorded in Condominium Book 3, pg. 22-22B, inclusive, Public Records of Sarasota County, Florida).

Further your deponent saith not.

WHEREFORE, your Affiant has hereunto affixed his hand and seal at Sarasota, said County and State last aforesaid, this 18th day of March, 1974.

WITNESSES:

Daryl J. Brown

Janice Sackett

Rollin S. Beach
ROLLIN S. BEACH, President

SWORN TO and subscribed before me, at Sarasota, State and County aforesaid, this 18th day of March, 1974.

Margaret A. Pitts
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES APR. 25, 1977
Bonded Thru General Insurance Underwriters

HARBOR HOUSE WEST, INC., formerly known as 226 GOLDEN GATE POINT ASSOCIATION, INC., does hereby ratify and confirm the matters and things contained in the foregoing Affidavit and the President and Secretary of said HARBOR HOUSE WEST, INC., by their signatures hereto do further certify that said Exhibit "A" was the Exhibit "A" adopted at the meeting of the Unit owners of HARBOR HOUSE WEST, A CONDOMINIUM, held on the 9th day of July, 1973, in Sarasota County, Florida, at which a quorum was present and voting throughout all in accordance with the provisions of the Declaration of Condominium and By-Laws of the Association.

Dated this 18th day of March, 1974.

(Corp. Seal)

HARBOR HOUSE WEST, INC.

By: Rollin S. Beach
ROLLIN S. BEACH, President

Attest:

Secretary

STATE OF FLORIDA)
)
COUNTY OF SARASOTA)

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

ROLLIN S. BEACH and BERNARDENE J. FOOTE

as President and Secretary, respectively, of HARBOR HOUSE WEST, INC., a Florida non-profit corporation, to me well known to be the persons described in and who executed the foregoing instrument and who being first duly sworn acknowledged before me that they executed the same as such officers and on behalf of the Corporation with full authority and for the uses and purposes set forth therein.

WITNESS my hand and seal this 18th day of March, 1974, at Sarasota, Sarasota County, Florida.

Margaret A. Pitts
Notary Public

My Commission Expires:

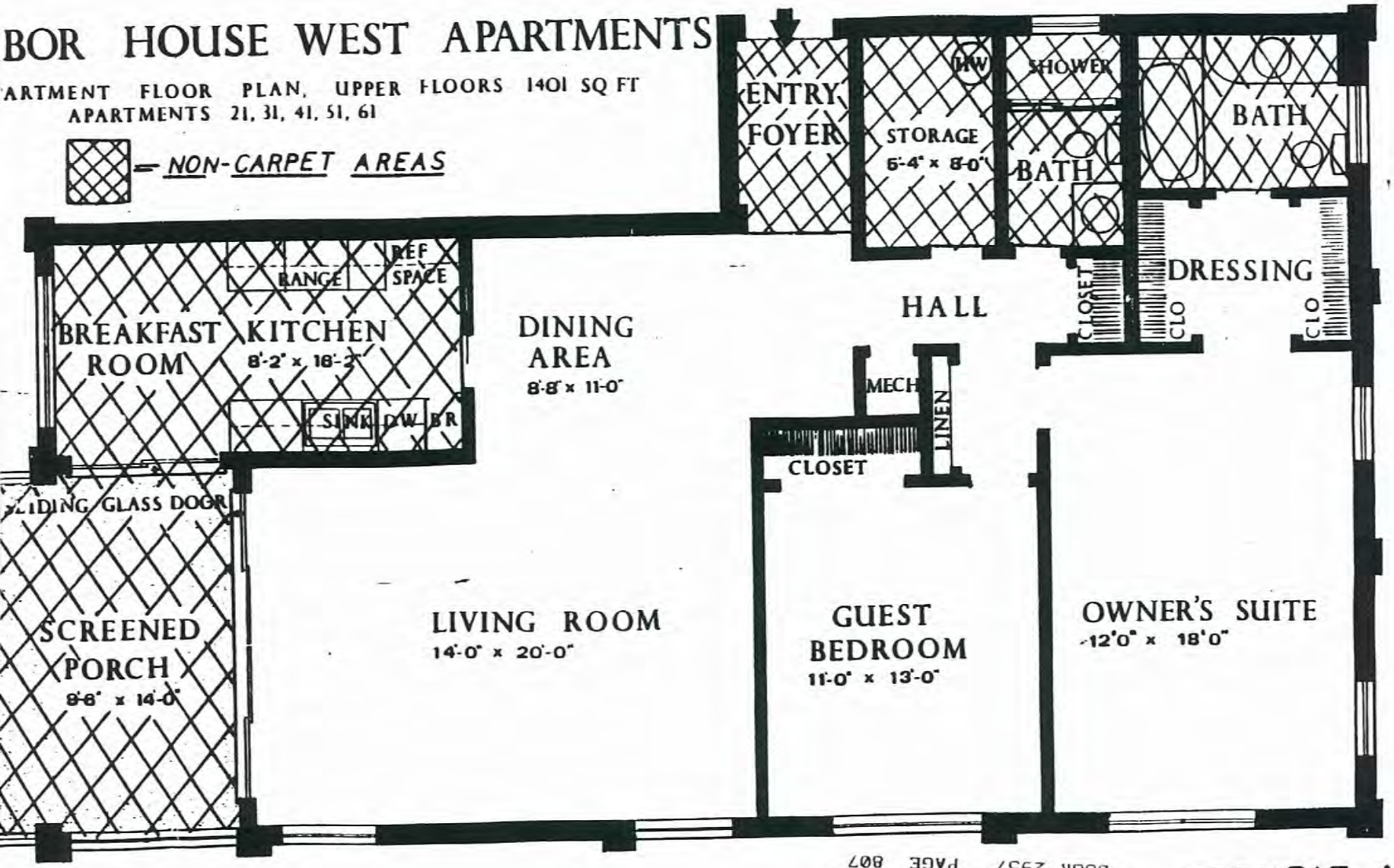
NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES APR. 25, 1977
Bonded Thru General Insurance Underwriters

OFF. REC. 1036 PG 1539

BOR HOUSE WEST APARTMENTS

ARTMENT FLOOR PLAN, UPPER FLOORS 1401 SQ FT
APARTMENTS 21, 31, 41, 51, 61

= NON-CARPET AREAS

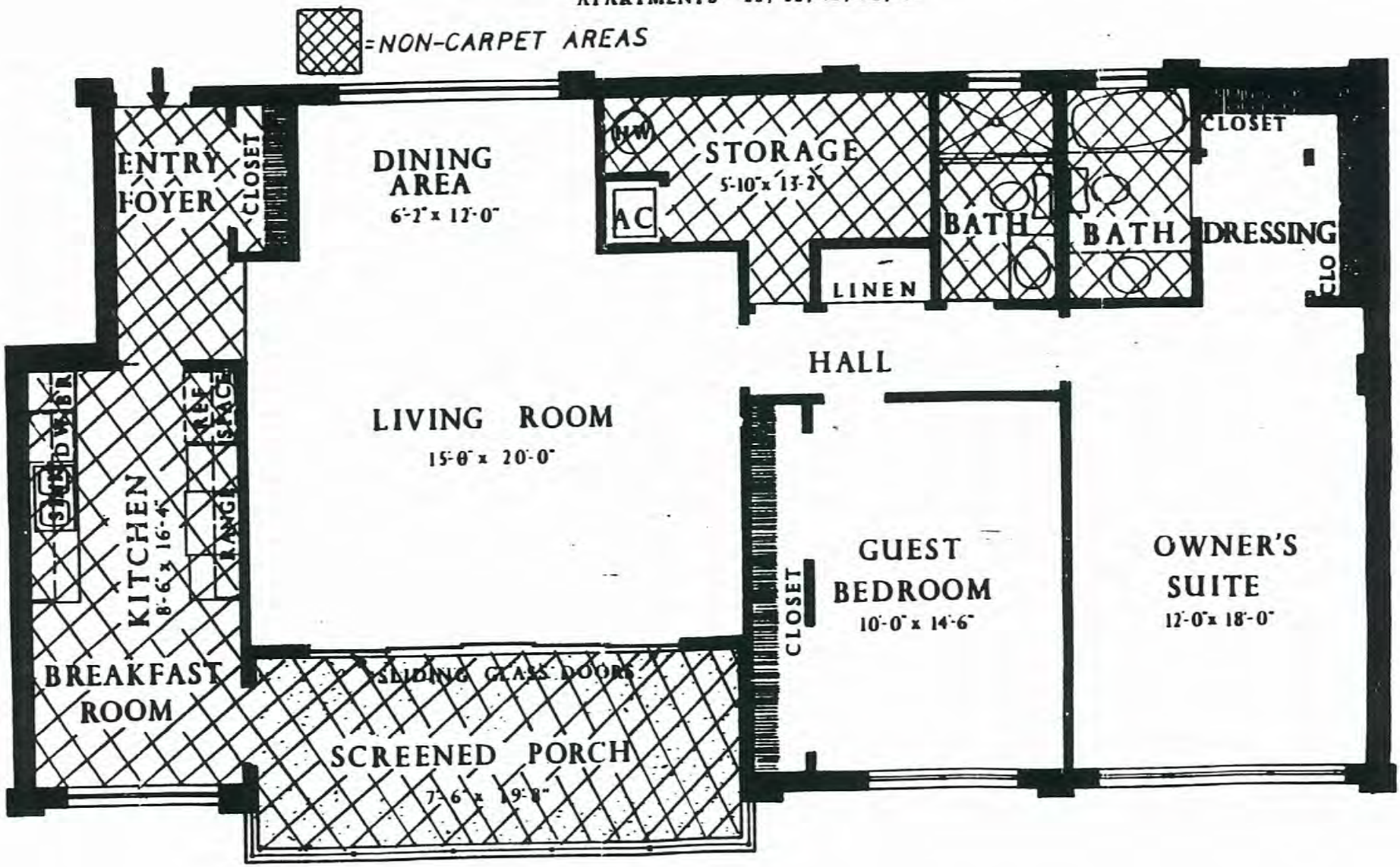


** OFFICIAL RECORDS **
BOOK 2957 PAGE 807

EXHIBIT A

HARBOR HOUSE W[illegible] APARTMENTS

MIDDLE APARTMENT FLOOR PLAN UPPER FLOORS 1449 SQ. FT.
APARTMENTS 22, 32, 42, 52, 62



•• OFFICIAL RECORDS ••
BOOK 2957 PAGE 808

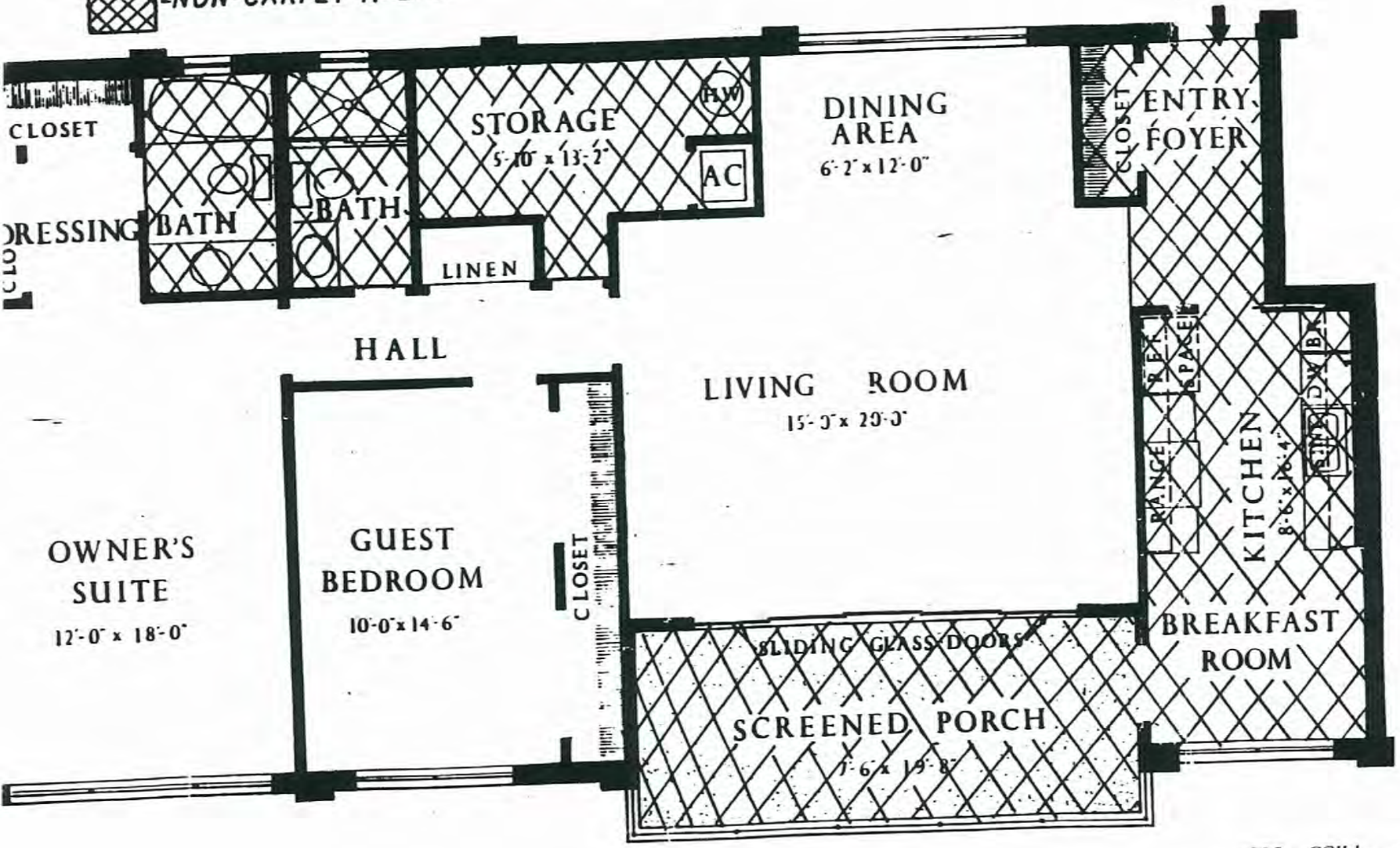
EXHIBIT B

HARBOR HOUSE WEST

MIDDLE APARTMENT FLOOR PLAN UPPER ORS 1449 SQ. FT.

APARTMENTS 23, 33, 43, 53, 63

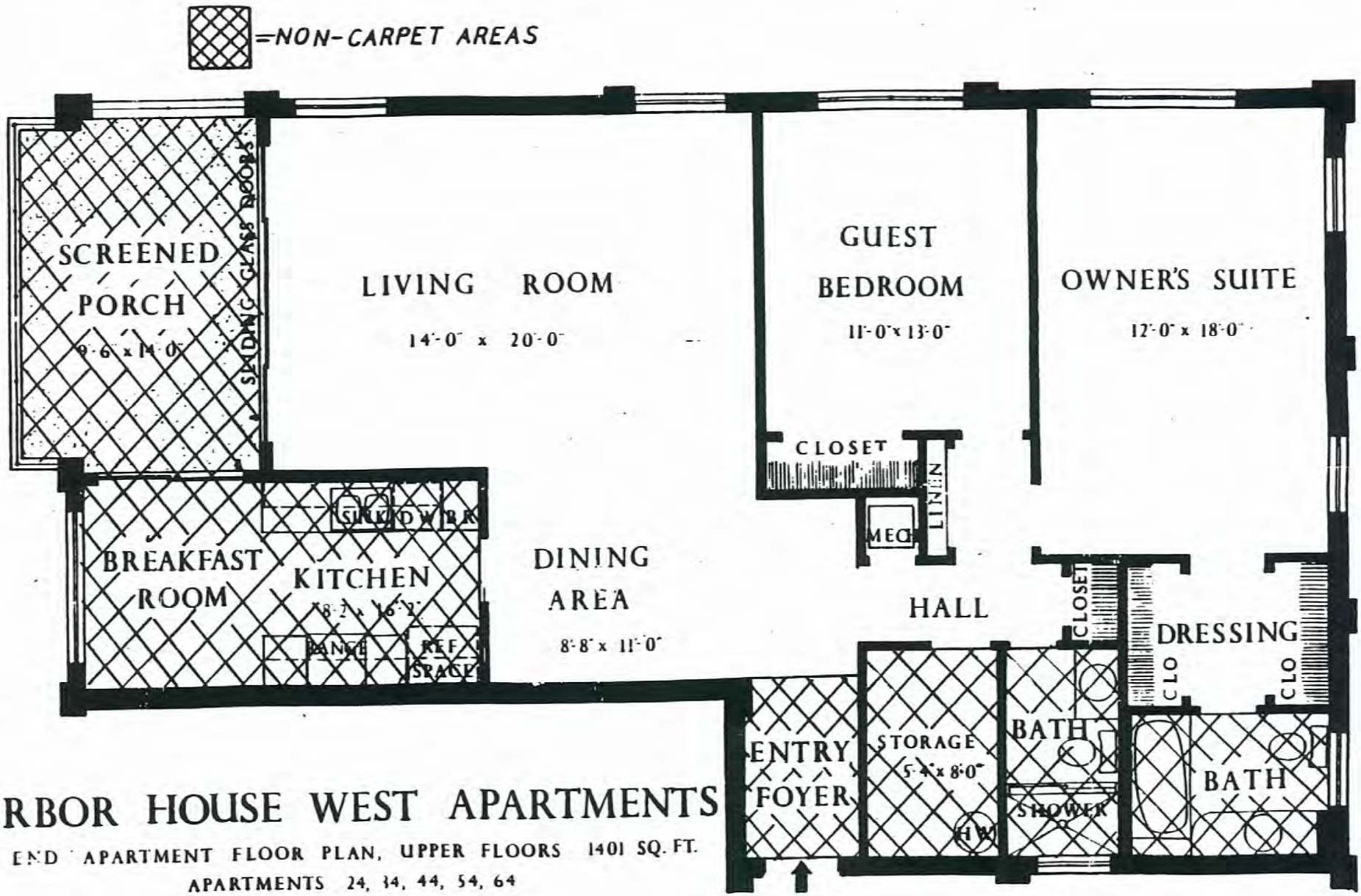
=NON-CARPET AREAS



BAY VIEW

•• OFFICIAL RECORDS ••
BOOK 2957 PAGE 809

EXHIBIT C



ARBOR HOUSE WEST APARTMENTS

END APARTMENT FLOOR PLAN, UPPER FLOORS 1401 SQ. FT.

APARTMENTS 24, 34, 44, 54, 64

•• OFFICIAL RECORDS ••
BOOK 2957 PAGE 810

EXHIBIT D

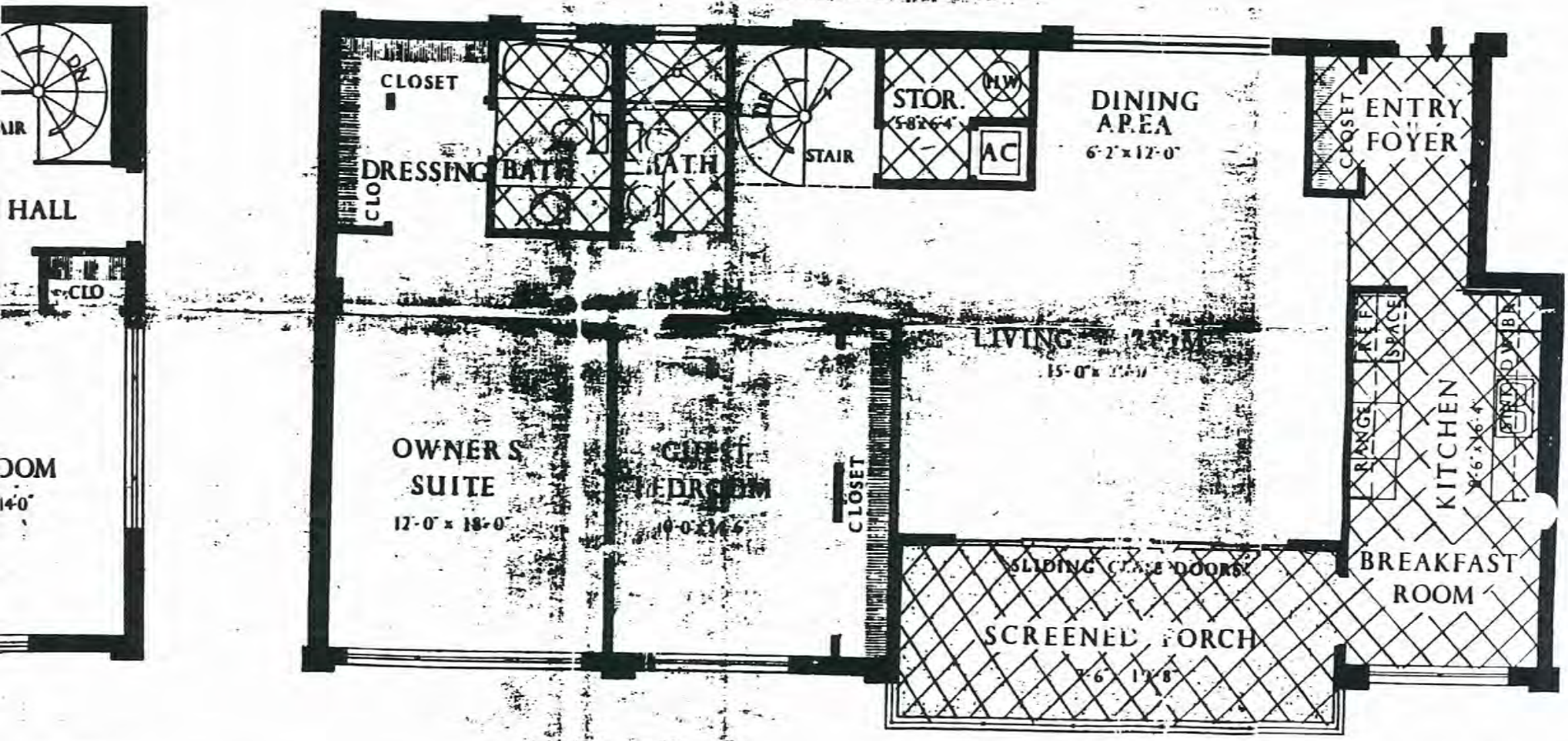
ION-CARPET AREAS

HARBOR HOUSE WEST APARTMENTS

DUPLEX APARTMENT FLOOR PLAN 6th & 7th FLOORS 1777 SQ. FT.

APARTMENTS 62,63

SEE REVERSE FOR 7th FLOOR



BAY VIEW

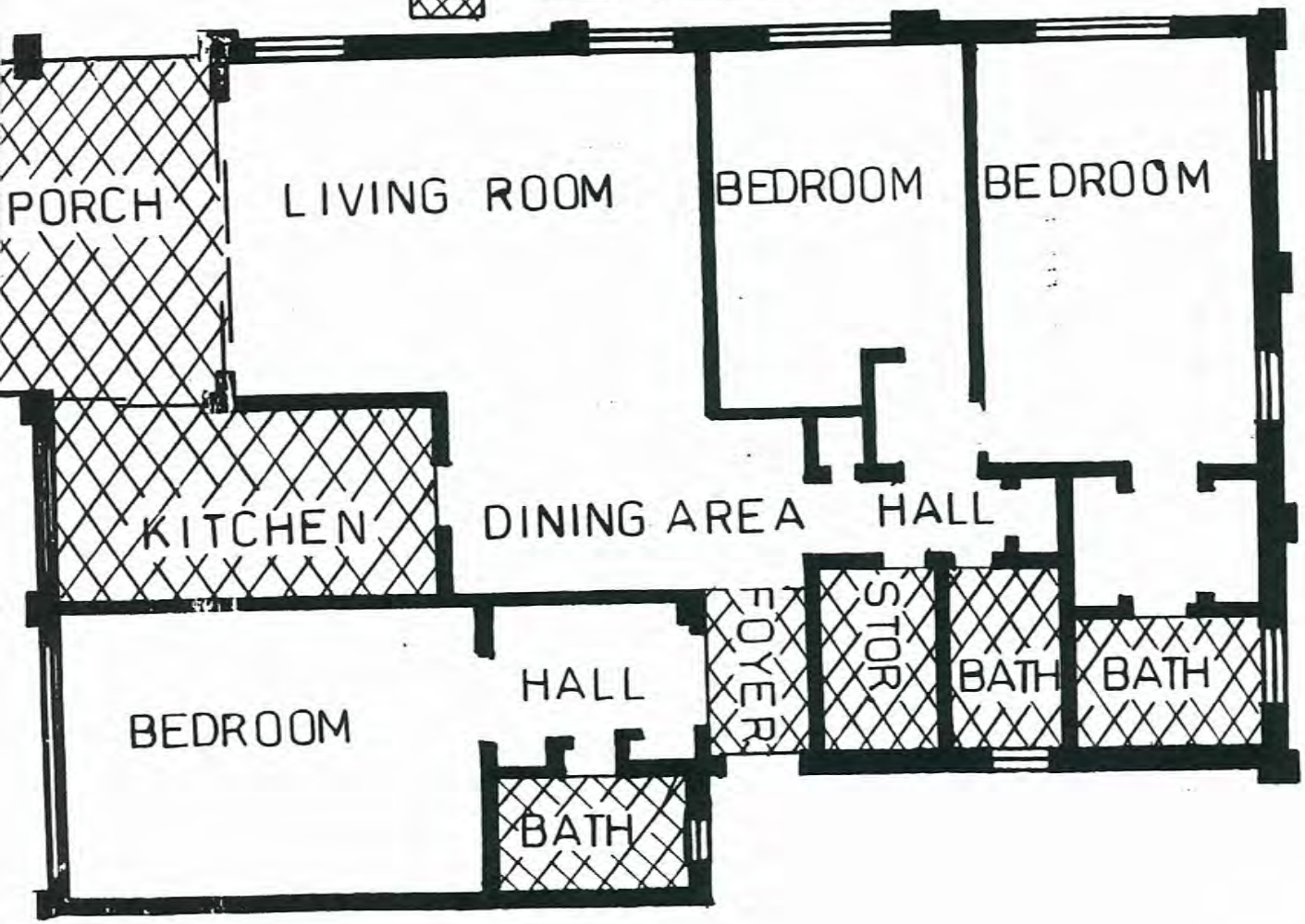
EXHIBIT E

** OFFICIAL RECORDS **
BOOK 2957 PAGE 811

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

HARBOR HOUSE WEST
UNITS 71 72

= NON-CARPET AREAS



97 JAN 10 AM 9:45
OFFICIAL RECORDS
PINELLAS COUNTY FLA.
•• OFFICIAL RECORDS ••
BOOK 2957 PAGE 812

EXHIBIT F

OFF. REC. 1036 PG 1540

HARBOR HOUSE WEST

A CONDOMINIUM

DESCRIPTION

BEING THE SOUTH 88 FEET OF LOT 12, ALL OF LOTS 13 AND 14, AND THE SOUTH 88 FEET OF LOT 15, BLOCK 2, GOLDEN GATE POINT, RECORDED IN PLAT BOOK 1, PAGE 105, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA

ALSO

THAT LAND WHICH MAY BE BETWEEN SAID PROPERTY AND THE WATERS OF SARASOTA BAY

NOTE

THE BOUNDARIES OF OWNERSHIP OF UNITS ARE AS DESCRIBED IN THE DECLARATION ATTACHED HERETO, AND ARE PROPOSED TO BE AS SHOWN ON ATTACHED SHEETS 2 AND 3 OF THIS PLAT. HOWEVER, THE ACTUAL BOUNDARIES OF SAID UNITS AS CONSTRUCTED, SHALL GOVERN

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A TRUE REPRESENTATION OF THE LAND BEING SURVEYED AND SHOWN HEREON, AND ACCURATELY REPRESENTATION OF THE IMPROVEMENTS THEREON, AND THAT THE IMPROVEMENTS AND PLANNED IMPROVEMENTS, CONSTRUCTION, ORDINANCES AND REGULATIONS, AND THAT ALL PLANNED IMPROVEMENTS, AND FURTHER THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, AND OF EACH UNIT CONTAINED THEREIN

[signature]
FLORIDA CERTIFICATE NO. 703

DATE OF SURVEY MAY 1979

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SARASOTA BAY

OFF. REC. 1036 PG 1540

PAGE 3 OF 22

OFF. REC. 1036 PG 1541

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UNIT NUMBER									
FLOOR ELEVATION									
ROOF ELEVATION									
CEILING ELEVATION									

ELEVATION REFERENCE

OFF. REC. 1036 PG 1541

CONTINUATION PAGE 3 OF 23

OFF. REC. 1036 PG 1542

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