

169.00 per.

THIS INSTRUMENT PREPARED  
JOHN W. MESHAD

CHAS. E. CUTLER, JR. & ASSOC.  
100 S. PALM BLVD.  
SARASOTA, FLORIDA 34236

DECLARATION OF CONDOMINIUM  
OF  
SIESTA GULF VIEW CONDOMINIUM.

10470

KNOW ALL MEN BY THESE PRESENTS: That GULF VIEW DEVELOPMENT CORPORATION, a Florida Corporation, hereinafter referred to as "DEVELOPMENT" does hereby make, declare and establish this Declaration of Condominium as and for the plan of dwelling ownership for SIESTA GULF VIEW CONDOMINIUM, being the property and improvements hereinafter described, and does hereby submit and dedicate same to condominium use, pursuant to Chapter 718, Florida Statutes, known as the Condominium Act.

I.

DEDICATION.

GULF VIEW DEVELOPMENT CORPORATION, a Florida Corporation, is the owner of the fee simple title to that certain property situate in the County of Sarasota, State of Florida, which property is more particularly described in Exhibit "A" attached hereto, and on which there is constructed SIESTA GULF VIEW CONDOMINIUM, a condominium housing project containing fifty nine (59) private apartments or units, and other appurtenant improvements. GULF VIEW DEVELOPMENT CORPORATION, a Florida corporation, hereby submits the above referenced property and the improvements thereon, to condominium ownership pursuant to Chapter 718, Florida Statutes, known as the Condominium Act, and hereby declares the same to be a condominium to be known and identified as SIESTA GULF VIEW CONDOMINIUM.

II.

DEFINITIONS.

For all purposes of this Declaration of Condominium, the following terms shall be the meanings stated in the Condominium Act (Section 718.103 Florida Statutes) and as set forth below, unless the context otherwise requires:

- A. APARTMENT means unit, and the terms may be used interchangeably herein, as defined by the Condominium Act; a unit includes that part of the condominium property which is subject to exclusive ownership as more fully set forth and defined herein.

- B. UNIT OWNER or owner of a unit means the owner of a condominium parcel.
- C. ASSOCIATION means SIESTA GULF VIEW CONDOMINIUM ASSOCIATION, INC.
- D. 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 portions of the condominium property not included in the units.
- E. LIMITED COMMON ELEMENTS means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other apartments as hereinafter provided.
- F. COMMON EXPENSES means all expenses and assessments properly incurred by the Association for the Condominium, and shall include:
  - 1. Expenses of administration, expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of units, if any, to be maintained by the Association.
  - 2. The expenses declared common expenses by provisions of this Declaration or the By-Laws.
  - 3. Any valid charge against the condominium property as a whole.
  - 4. Charges for utility services, except such service as is metered separately to an apartment or unit.
  - 5. Insurance premiums on policies required of the Association by the provisions of this Declaration.
  - 6. Administrative costs of operating the Association.

- G. CONDOMINIUM means all of the condominium property of SIESTA GULF VIEW CONDOMINIUM, as a whole when the context so permits, as well as the meaning stated in the Condominium Act.
- H. 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.
- I. UTILITY SERVICES as used in the Condominium Act, and 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, water and sewer, garbage and cable television.
- J. ASSESSMENT shall mean a share of the funds required for the payment of common expenses which, from time to time, is assessed against the unit owner.
- K. COMMON SURPLUS means the excess of all the receipts of the Association, including but not limited to assessments, rents, profits and revenue on account of the common elements, over the amount of the common expenses.
- L. CONDOMINIUM PARCEL means an apartment, together with the undivided share of the common elements which are appurtenant to the unit.
- M. CONDOMINIUM PROPERTY means the land, leaseholds and personal property that are subjected to condominium ownership whether or not contiguous, all improvements thereon, and all easements and rights appurtenant thereto, intended for use in connection with the condominium.



## III.

DEVELOPMENT PLAN.

A survey of the land, showing the improvements located thereon, and a graphic description of the improvements and a plot plan locating the improvements thereon, a floor plan identifying each unit, the common elements and the approximate dimensions are attached hereto, incorporate herein and marked Exhibit "B." The condominium units shall be known and numbered as described in said Exhibit "B"; provided, however, in the event this Declaration has been recorded prior to the substantial completion of all improvements, the plat attached hereto as Exhibit "B" shall so recite and upon substantial completion of construction, the Developer shall amend this Declaration and the Plat attached hereto as Exhibit "B" to include certificate of a surveyor authorized to practice in the State of Florida reciting that the construction of the improvements is substantially complete so that the material, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification of the location or dimensions of the common elements and of each unit can be determined from these materials. Such amendment shall not require the joinder or consent of any unit owners or holders of any liens thereon.

A. AMENDMENT OF PLANS.

1. Alteration of Unit Plans. Developer reserves the right to change the interior design and arrangement of all units and to alter the boundaries between units as long as Developer owns the units so altered, and provided Developer obtains consent of affected institutional mortgagees. No such change shall increase the number of units nor substantially decrease the area of the common elements without amendments to this Declaration, approved by the Association, all unit owners and affected institutional mortgagees. If the Developer shall make any changes in units so authorized, such changes shall be reflected by amendment

to this Declaration. If more than one (1) unit is concerned, the Developer shall apportion between the units the shares of the common elements and expenses appurtenant to the units so concerned.

2. Amendment of Declaration. An Amendment of this Declaration reflecting such authorized alterations of unit plans or boundaries by Developer, need be signed and acknowledged by the Developer and affected institutional mortgagees, and need not be approved by the Association, unit owners or lienors or non-institutional mortgagees of units or of the condominium, whether or not elsewhere required for an amendment.

B. 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 a unit shall be only according to the plans and specifications for the particular unit, unless approved in writing by the unit owner.

C. IMPROVEMENTS - GENERAL DESCRIPTION.

1. Unit structures. The condominium includes one (1) building containing fifty nine (59) units.

2. Other Improvements. The condominium property includes landscaping, swimming pool, recreational building, two (2) tennis courts, automobile parking areas, and other facilities substantially as shown on the attached Exhibit "B."

D. UNIT BOUNDARIES. Each unit, which term as used in this sub-paragraph concerning boundaries, shall include that part of each unit lying within the vertical and horizontal boundaries as established by the condominium plat as set forth in Exhibit "B," which, by way of illustration and clarification, shall be as follows:

1. Roofs are not within the apartment boundaries and therefore are not part of each unit, but are considered a common element.
  2. Exterior doors and windows are declared to be within the boundaries of the apartments or units and are, therefore, a part of the unit, and are not common elements.
  3. Air Conditioning system. The air handling units are within the boundaries of the apartments or units, and are, therefore, a part of the unit, and are not common elements; air conditioning compressors and air ducts are not within the unit boundaries and therefore are common elements.
  4. Party Walls. Units which are joined to other units by virtue of a party wall, shall include as a part of the unit, to the centerline of the party wall.
- E. COMMON ELEMENTS. There shall be appurtenant to each of the units, ownership of the common elements. The common elements include the land and all other parts of the condominium property not within a unit, unless, otherwise provided herein.
1. Air Space. All air space lying within and over the boundaries of the condominium property extended vertical ad infinitum, is hereby declared to be a common element.
  2. Automobile parking spaces. The under building parking spaces assigned to particular units as contained on Exhibit "B" are declared to be limited common elements; however, the driveways and parking areas not assigned to particular units, but merely made available for the unit owners on an unassigned basis, are hereby declared to be common elements.



3. Easements as may be necessary through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other units, are common elements; and easements for maintenance of the common elements, are hereby declared to be common elements.

4. Utility services. The property and installations in connection therewith acquired for the furnishing of services to more than one unit or to the common elements, are hereby declared to be common elements.

#### IV.

##### PERCENTAGE OF COMMON ELEMENTS AND COMMON EXPENSES.

The percentage of ownership and the undivided shares of the respective condominium units in the common elements, and the manner of sharing expenses and owning common surplus, shall be pursuant to the percentages contained in Exhibit "E"; provided however, all units owned by the Developer and offered for sale are excused from the payment of the share of the common expenses and assessments related thereto during the period of time that it shall have guaranteed to each owner that the assessment for common expenses of the condominium property imposed upon the unit owners will not increase over the sum of \$131.55 per month, and Developer hereby obligates itself to pay any amount of the common expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other unit owners.

PAYMENT. Common expenses shall include expenses of operation, maintenance, repair or replacement of the common elements, costs of carrying out the power and the duties of the Association, and any other expenses designated as common expenses by this Declaration, the By-Laws, or Chapter 718 Florida Statutes. Funds for the payment of the common expenses shall be assessed against unit owners in the proportion of sharing common expenses as provided in this Declaration. The common surplus shall be owned by unit owners in the shares as provided by this Declaration.

V.

MAINTENANCE, ALTERATIONS AND IMPROVEMENTS.

A. By the Association. The responsibility of the Association shall be as follows:

- (1) All exterior portions of a unit not considered a part of the unit.
- (2) To maintain, repair and replace all common and limited common elements.
- (3) To maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a unit maintained by the Association and all such facilities contained within a unit that services part or parts of the condominium property other than the unit within which contained.
- (4) The Association, its agents or employees, shall have the irrevocable right to have access to each unit from time to time at 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 units, and for the purpose of carrying out the provisions referred to in sub-paragraphs 1, 2 and 3 hereof.

B. By the Unit Owner. The responsibility of the unit owner shall be as follows:

- (1) To maintain, repair and replace at his own expense, all portions of his unit except the portions to be maintained, repaired and replaced by the Association, such to be done without disturbing the rights of other unit owners.
- (2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of a unit.
- (3) To promptly report to the Association any defect or need for repairs for which the Association is responsible.
- (4) Not to 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 to make any additions thereto, or to do any work which would jeopardize the safety or soundness of the unit, or impair any easement.

C. 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, and shall be entitled to



recover court costs and reasonable attorneys' fees; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to make necessary improvements or corrections. After such assessment, the Association shall have the right for its agents or employees to enter a unit and to do the necessary work to enforce compliance with the above provisions, and shall be entitled to a lien in the amount of the assessment if not paid when rendered, together with court costs and reasonable attorneys' fees and interest thereon at a rate of 10% per annum.

#### VI.

##### ASSESSMENTS.

The making and collection of assessments against unit owners for common expenses shall be pursuant to the By-Laws and this Declaration and subject to the following provisions:

- A. SHARE OF COMMON EXPENSES. Each unit owner shall share in the common expenses and in the common surplus according to the percentages contained in Exhibit "E", except as provided in Paragraph IV hereof, pertaining to units owned by the Developer.
- B. INTEREST, APPLICATION OF PAYMENTS. Assessments and installments on such assessments paid on or before ten (10) days after the date when due, shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of ten percent (10%) per annum from the date when due until paid. All payments upon account shall be first credited to interest and then to the assessment payments first due.
- C. LIEN FOR ASSESSMENTS. The Association shall have a lien on each condominium unit for any unpaid assessment and interest thereon against the owner of such condominium parcel until paid. Such lien shall also include a reasonable attorney's fee incurred by the Association incident to the collection of such assessment or enforcement of such lien. Such lien shall

be executed and recorded in the Public Records of Sarasota County, Florida, and perfected as provided by Section 718.116( Florida Statutes. The foreclosure of the lien for assessments shall be foreclosed in the same manner as a mortgage on real property, and the institution of a foreclosure proceeding shall be brought in the name of the Association.

1. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common element, or the abandonment of the unit for which the assessment is made.
2. In a sale or conveyance of a unit, 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 sale or conveyance.

#### VII.

##### ASSOCIATION.

The operation of the condominium shall be by SIESTA GULF VIEW CONDOMINIUM ASSOCIATION, INC. , a corporation not for profit, under the Laws of Florida, a copy of the Articles of Incorporation of the Association being attached hereto as Exhibit "C."

- A. POWERS. No unit owner, except an officer of the Association shall have any authority to act for the Association. The powers and duties of the Association shall include those set forth in the Articles of Incorporation and By-Laws, which are referred to herein and attached hereto, this Declaration, and Chapter 718, Florida Statutes, and in addition thereto, the Association shall have the power to make and collect assessments and to lease, maintain, repair and replace the common elements and prescribe such house rules as it shall, from time to time, consider essential.

- B. LIMITATION UPON LIABILITY OF ASSOCIATION. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to unit owners for injury or damage other than the cost of maintenance and repair caused by a latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

VIII.

INSURANCE.

- A. AUTHORITY TO PURCHASE. All insurance policies upon the property (except title insurance and as hereinafter allowed) shall be purchased by the Association for the benefit of unit owners and their respective mortgagees as their interests may appear, and shall provide for the issuance of certificate of mortgage endorsements to the holders of first mortgages on the units or any of them, and if insurance companies will agree, shall provide that the insurer waives its rights of subrogation as to any claims against unit owners, the Association, and their respective servants, agents and guests.
- B. UNIT OWNERS. Each unit owner may obtain insurance, at his own expense, affording coverage upon his personal property and for his personal liability, and as may be required by law, but all such insurance shall contain the same waiver of subrogation as that referred to in sub-paragraph A above (if the same is available).
- C. COVERAGE.
1. Casualty. The structures and all improvements upon the land all personal property included within the property, except such personal property as may be owned by the unit owners, shall be insured in an amount equal



to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage.

Such coverage shall afford protection against:

- (a) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement.
- (b) Such other risks, as from time to time become customary, shall be covered with respect to structures similar in construction, location and use, including, but not limited to vandalism, malicious mischief, windstorm and water damage.

2. Public Liability. Public liability and property damage in such amounts and in such forms as shall be required by the Association, including but not limiting the same to water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverage.

3. Cross Liability Endorsements. All liability insurance shall contain cross-liability endorsements to cover liability of the unit owners as a group to a unit owner.

D. PREMIUMS. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as common expense.

E. PROCEEDS. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Association. The Association shall hold such proceeds for the benefit of the Association, the unit owners and their respective mortgagees, in the following shares:

1. Common Elements. Proceeds on account of damage to common elements - that undivided share for each unit owner and his mortgagee, if any, which is set forth as the unit owner's share as stated in this Declaration.
  2. Units. Proceeds on account of units shall be held in the following undivided shares:
    - (a) Partial destruction when the unit is to be restored; for the owners of damaged units in proportion to the costs of repairing the damage suffered by each damaged unit.
    - (b) Total destruction of the building, or where the building is not to be restored; for all unit owners, the share of each being that share equal to an amount which the last annual valuation of each unit in accordance with sub-paragraph C-1 hereof, bears to the total valuation of all such units.
  3. Mortgagees. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held for the mortgagee and the unit owner as their interests may appear, but nothing herein contained shall be construed so as to give any mortgagee the right to determine or participate in the determination of reconstruction or repair.
- F. DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial unit owners in the following manner:
1. Reconstruction or Repair. If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial unit owners; all remittance to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by it.

ARTICLE VII.Indemnification

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and all liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except when the Director or officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties; provided that a settlement of the indemnification shall apply only when the Board of Directors approve such settlement and reimbursement as being for the best interests of the Association.

The foregoing right of indemnification shall be in addition and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE VIII.By-Laws.

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE IX.Amendments

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

A Resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person may by proxy at the meeting considering the amendment, may express



their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting; except as elsewhere provided.

(a) such approvals must be by not less than seventy-five per cent (75%) of the entire membership of the Board of Directors and by not less than seventy-five per cent (75%) of the votes of the entire membership of the Association; OR

(b) by not less than eighty per cent (80%) of the vote of the entire membership of the Association.

Provided, however, that no amendment shall make any changes in the qualifications of membership, nor the voting rights of members nor any change in Section (C) of Article III, without approval in writing of all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

A copy of each amendment shall be certified by the Secretary of the State of Florida, and be recorded in the Public Records of Sarasota County, Florida.

#### ARTICLE X.

##### Term

The term of the Association shall be perpetual.

#### ARTICLE XI.

##### Subscriber

The name and address of the subscriber of these Articles of Incorporation is as follows:

<u>NAME</u>	<u>POST OFFICE ADDRESS</u>
JOHN W. MESHAD	100 South Washington Blvd. Sarasota, Florida
MICHELLE DE MARCO	100 South Washington Blvd. Sarasota, Florida 33577
PAMELA S. CARR	100 South Washington Blvd. Sarasota, Florida 33577

IN WITNESS WHEREOF, the subscriber has affixed his

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

IX.

RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE.

A. DAMAGE TO CONDOMINIUM PROPERTY. If any part of the condominium property shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

1. Partial Destruction (which shall be deemed to mean destruction which does not render one-half (1/2) or more of the units untenable) shall be reconstructed or repaired unless this Declaration is terminated at a meeting of the members of the Association which shall be called prior to commencement of such reconstruction or repair.
2. Total Destruction (which shall be deemed to mean destruction which does render one-half (1/2) or more of the units untenable) shall not be reconstructed or repaired unless at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or if by such date the insurance loss has not been finally adjusted, then within thirty (30) days thereafter, seventy-five percent (75%) of the unit owners vote in favor of such reconstruction or repair.
3. Such Reconstruction or repair shall be substantially the same as the original construction.

any time during reconstruction and repair, or upon completion of reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the unit owners who own the damaged property in sufficient amounts to provide funds for the payment of such costs.

B. INSURANCE ADJUSTMENTS. Each unit owner shall be deemed to have delegated to the Board of Directors of the Association his right to adjust with insurance companies all losses under policies purchased by the Association, except in any case where the damage is restricted to one (1) unit.

X.

USE RESTRICTIONS.

The use of the condominium property shall be in accordance the following provisions as long as the condominium exists:

- (a) All condominium units shall be and remain of like exterior design, shape, color and appearance as other condominium units of the same class or type. No owner shall alter or modify the size, shape, color or structure of any exterior surface of his unit, including entrance doors, windows, shutters, screens, porches or balconies, nor improve, plant, replant or replace any trees, bushes or sod, or remove fill dirt, without obtaining prior written consent of the Developer (so long as it is managing the condominium) and the Association.
- (b) Occupants of condominium units shall not suffer, permit or maintain in their premises loud noises, obnoxious odors, nor interfere with the rights of other unit owners, or annoy them by unreasonable noises.
- (c) Each condominium shall be used exclusively as a one-family residential dwelling, and no business or trade shall be permitted to be conducted thereon or therein.
- (d) Small household pets will be allowed, subject to "house rules and regulations" prescribed by the Association; any such pet shall be promptly removed from the condominium property if so required by the Association.
- (e) The occupants and owners of each unit shall keep and obey all laws, ordinances, regulations, requirements and rules of all governmental bodies, divisions or subdivisions, insofar as the same pertain to the control or use of such unit, and shall promptly pay each unit's share of all common expenses.



- (f) No condominium parcel or unit shall be divided or subdivided or severed from the realty, and no structural alterations or changes shall be made within said unit without prior approval of the Board of Directors of the Association.
- (g) Each unit owner, lessee or occupant, shall maintain at all times in good condition and repair, the interior portions of his unit, including porches, interior walls, floors, ceilings, exterior doors and windows, excluding however, electrical wiring, plumbing and air conditioning ducts which service more than one unit. However, electric wiring, plumbing and air conditioning ducts located within unit boundaries and servicing only one unit, shall be maintained by the unit owner, lessee, or occupant.
- (h) Without the prior permission of the Association, no lighting, fixtures, wires, TV antennas, air conditioners, aeriols or structures of any sort shall be erected, constructed or maintained on the exterior of the building, except for those structures that form a part of the original building.
- (i) No wire, clothes lines, hangers or drying facilities, nor any garbage or refuse receptacles shall be permitted or maintained on the exterior of any unit, or in or on any part of the common elements, except by the Association, and no clothes, rugs, drapes, spreads or household articles or goods of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window or door.
- (j) No unit shall be subject to partition in kind, and all unit owners do, by their acceptance of a conveyance of such unit, waive any right to a partition in kind.
- (k) No electric machine or apparatus of any sort shall be used or maintained in any unit which causes interference with the television reception in other units.
- (l) No unit owner shall permit or suffer anything to be done or kept in his unit which will increase insurance rates on his unit or on the common property.
- (m) No unit owner shall commit or permit any nuisance, immoral or illegal act in his unit, or in or on the common elements.
- (n) No signs of any type shall be maintained, kept or permitted on any part of the common elements, or in or on any unit where the same may be viewed from the common elements, except for those signs specifically approved in writing by the Association.
- (o) All guests of the Owner shall comply with all of the "use restrictions" in Paragraph X hereof, and with all rules and regulations hereinafter promulgated by the Association. Any guest who persistently violates these restrictions, may, at the direction of the Association, be required to leave the condominium property and the owner of such unit being occupied by such guest shall be held responsible for any damage to the common elements committed by such guest, and shall see that such guest complies with such rules and regulations.

- (p) No unit owner shall park any vehicle in the parking space assigned to his unit, except passenger automobiles station wagons or vans. Visitors of any unit owner may use visitor's parking areas as designated by the Developer or the Association.
- (q) The occupants of units shall abide by all By-Laws and all Rules and Regulations promulgated by the Association concerning occupancy and use of the condominium units, and common elements and areas.
- (r) Reasonable regulations concerning the use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws; a copy of such regulations and amendments shall be furnished by the Association to all apartment owners and residents of the condominium, upon request.
- (s) Should any of the foregoing restrictions or any other provision of this Declaration or the By-Laws be violated, any unit owner or the Association acting on behalf of the unit owners, as a class, shall have the right to institute suit in any court of competent jurisdiction to enjoin further violations and to obtain money damages for past violations, and the prevailing party shall be entitled to court costs and reasonable attorney's fees for enforcing this Declaration and/or By-Laws.

XI.

EASEMENTS.

Owners of units shall have as an appurtenance thereto a perpetual easement of ingress and egress to and from their units over the common elements; 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 structures or minor inaccuracies in construction, which encroachments shall be permitted to remain undisturbed and such easements shall continue until such encroachments no longer exist.

XII.

VOTING RIGHTS.

Each condominium unit shall be entitled to one (1) vote at meetings of the Association. In the event of joint ownership of a condominium unit, the vote to which that unit is entitled, shall be exercised by one (1) of such joint owners by written agreement of the remainder of joint owners.



## XIII.

RIGHTS OF THE DEVELOPER.

As long as the Developer holds units for sale in the ordinary course of business; none of the following actions may be taken without approval in writing by the Developer: (1) Assessment of the Developer as a unit owner for capital improvements; (2) Any action by the Association that would be detrimental to the sale of units by the Developer. Neither the unit owners or the Association shall interfere with the completion of the contemplated improvements and the sale of units, and Developer may make such use of the unsold units and common elements as may facilitate such completion and sale.

The Developer hereby reserves unto itself, its successors and assigns, all right to the management of the affairs of the condominium. and all decisions of the Association; provided, however, (1) when unit owners other than the Developer own fifteen percent (15%) or more of the units that will be operated ultimately by an Association, the unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association; (2) unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after fifty percent (50%) of the units that will be operated ultimately by the Association have been conveyed to purchasers; three (3) months after ninety percent (90%) of the units that will be operated ultimately by the Association have been conveyed to Purchasers; when all the units that will be operated ultimately by the Association have been completed and some of them have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business; or when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever shall first occur.

The Developer is entitled to elect at least one (1) member



of the Board of Directors of the Association as long as the developer holds for sale in the ordinary course of business at least five (5%) percent of the units to be operated by the Association.

#### XIV.

##### RIGHTS OF FIRST MORTGAGEES.

A. Notwithstanding any provisions of this Declaration, the written consent of the federal savings and loan associations, banks or insurance companies holding first mortgages upon any of the units, or upon the Condominium, shall be first obtained prior to:

1. The reconstruction of the unit or condominium improvements after substantial destruction thereof.
2. The subdivision of any unit.
3. Any changes in the percentage of ownership of the common elements or common surplus.
4. Any changes in the percentage of participation in the common expenses or common surplus.
5. Termination of the condominium hereby created.

B. Where the Mortgagee of a first mortgage of record or other Purchaser of a condominium unit obtains title to the condominium parcel as a result of a foreclosure of a first mortgage or of a deed given in lieu of foreclosure, such acquirer of title, his successors or assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which became due prior to the acquisition of title as a result of the foreclosure, or deed in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage.

Such unpaid share of the common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer, his successors or assigns.

A first mortgagee acquiring title to a condominium parcel as a result of foreclosure or a deed in lieu thereof, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

## XV.

AMENDMENTS OF DECLARATION.

This Declaration may be amended at any time by the affirmative vote of two-thirds (2/3) of the unit owners, except that an affirmative vote of one hundred percent (100%) of the unit owners shall be required to amend the percentages of the common elements, common expenses and the common surplus as provided herein. The consent of holders of liens on any portion of the condominium property or units shall not be required to modify or amend as aforesaid, except as required by Paragraph III A, sub-paragraphs 1 and 2, and Paragraph XIV, sub-paragraph A.

A. 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 formality 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.

## XVI.

BY-LAWS.

The operation of the condominium property shall be governed by SIESTA GULF VIEW CONDOMINIUM ASSOCIATION, INC., a copy of the By-Laws of which is attached hereto and made a part hereof as Exhibit "D." No modification or amendment of the By-Laws shall be deemed valid unless set forth in or annexed to a duly recorded amendment to the Declaration in accordance with the formality set forth in Paragraph XV hereof.

## XVII.

MEMBERSHIP IN ASSOCIATION.

SIESTA GULF VIEW CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, was chartered to perform all managerial acts necessary for the perpetual existence of the condominium, and to levy and enforce the collection of assessments necessary to perform said managerial acts; therefore, all unit owners shall automatically be members of the Association, and said membership shall terminate when they no longer own a unit.



## XVIII.

REMEDIES FOR VIOLATIONS.

Each unit owner shall be governed by, and conforms with the Declaration and By-Laws attached hereto, and all rules and regulations subsequently adopted by the Association. 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. In the event a judicial remedy is sought by the Association or any unit owner, the prevailing party shall be required to pay reasonable attorneys' fees and court costs.

## XIX.

SALE, RENTAL, LEASE OR TRANSFER.

A. NOTICE. Prior to the sale, rental, lease or transfer of any unit to any person other than transferor's spouse, the unit owner shall notify the Board of Directors of the Association in writing of the name and address of the person to whom the proposed sale, rental, lease or transfer is to be made, and such other information as may be required by the Board of Directors. Within ten (10) days, the Board of Directors shall either approve or disapprove the proposed sale, rental, lease or transfer in writing, and shall notify the owner of its decision.

B. REFUSAL TO ACT. In the event the Board of Directors fails to act, or disapproves of the proposed transaction, and if the unit owner still desires to proceed with the sale, rental, lease or transfer, he shall, fifteen (15) days prior to such sale, rental, lease or transfer, give written notice to the Secretary of the Association of his intention to sell, rent, lease or transfer on a certain date, and the bona fide price and other terms thereof, and the Association shall promptly notify its members of the date, price and terms. The members of the Association shall have the first right over non-member to purchase or lease on the terms and conditions contained in the Notice, provided they so notify the Secretary of the Association in writing, at least ten (10) days before the date of the intended trans



action, which information the Association shall promptly forward to the Owner. In the event the member giving notice receives acceptance from more than one member, it shall be discretionary with the member giving notice to consummate the transaction with whichever accepting member he chooses. If no written notice accepting the price and terms is received from any other member, the selling member may complete the transaction on the date and at the price and terms given in his notice. If he fails to comply with the terms hereof, any other member shall have the right to redeem from the purchaser or lessee, subject to his reimbursing the purchaser or lessee for any monies expended, and immediately after such reimbursement, the purchaser or lessee shall convey all his right, title and interest to the member making the redemption.

C. INSTITUTIONAL MORTGAGES. Purchasers at foreclosure sale and institutional mortgagees acquiring title to any unit, either by foreclosure or voluntary conveyance to avoid foreclosure, shall be exempt from the provisions of Paragraphs A and B above.

XX.

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 share of each unit owner in the condominium property shall be as follows:

FLOORS TWO THROUGH SIX

Apartment types A and I	(.0165)
Apartment types B and H	(.0158)
Apartment types C, D, E, F and G	(.0155)

FLOORS SEVEN AND EIGHT

Apartments 7A and 7I	(.0165)
Apartments 7B and 7H	(.0158)
Apartments 7C and 7G	(.0155)
Apartments 7D and 7E	(.0236)
Penthouse A	(.0342)
Penthouse B	(.0157)
Penthouse C and D	(.0236)
Penthouse E	(.0157)

O.R. 1369 PG 0244

XXI.

INTERPRETATION.

The provisions of this Declaration shall be liberally construed to effect the purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and providing for the same.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its proper officer thereunto duly authorized, this the 23 day of April, 1980.

GULF VIEW DEVELOPMENT CORPORATION,  
a Florida Corporation

ATTEST:

Michael J. Lofino

By Charles J. Lofino  
CHARLES J. LOFINO, President

WITNESSES:

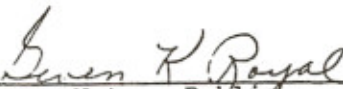
James H. Bayle  
Patricia C. Wilson

STATE OF FLORIDA       )  
                                  ) SS  
COUNTY OF SARASOTA    )

0.R.1369 PG 0245

I HEREBY CERTIFY that on this date before me, an officer duly authorized to take acknowledgments, personally appeared CHARLES J. LOFINO and MICHAEL D. LOFINO, well known to me to be the President and Secretary respectively of the corporation above named, and that they severally acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS My hand and official seal in the County and State last aforesaid, this 23rd day of April, 1980.

  
\_\_\_\_\_  
Notary Public

My commission expires:

Notary Public, State of Florida at Large  
My Commission Expires Feb. 21, 1981  
Issued by American Fire & Casualty Company





LEGAL DESCRIPTION

Lots 1, 2, 3, 4, 5, 6, 7, 13, 14, 15, 16, 17, 18, and 19, Block 19, SARASOTA BEACH, as per plat thereof recorded in Plat Book 1, Pages 76 to 81, Public Records of Sarasota County, Florida.

AND ALSO: All land within a former alley in said Block 19 and lying between said Lots 1 through 7 on the northeasterly side and said Lots 13 through 19 on the southwesterly side.

AND ALSO: All accretions to said lots and all riparian rights thereunto appertaining.

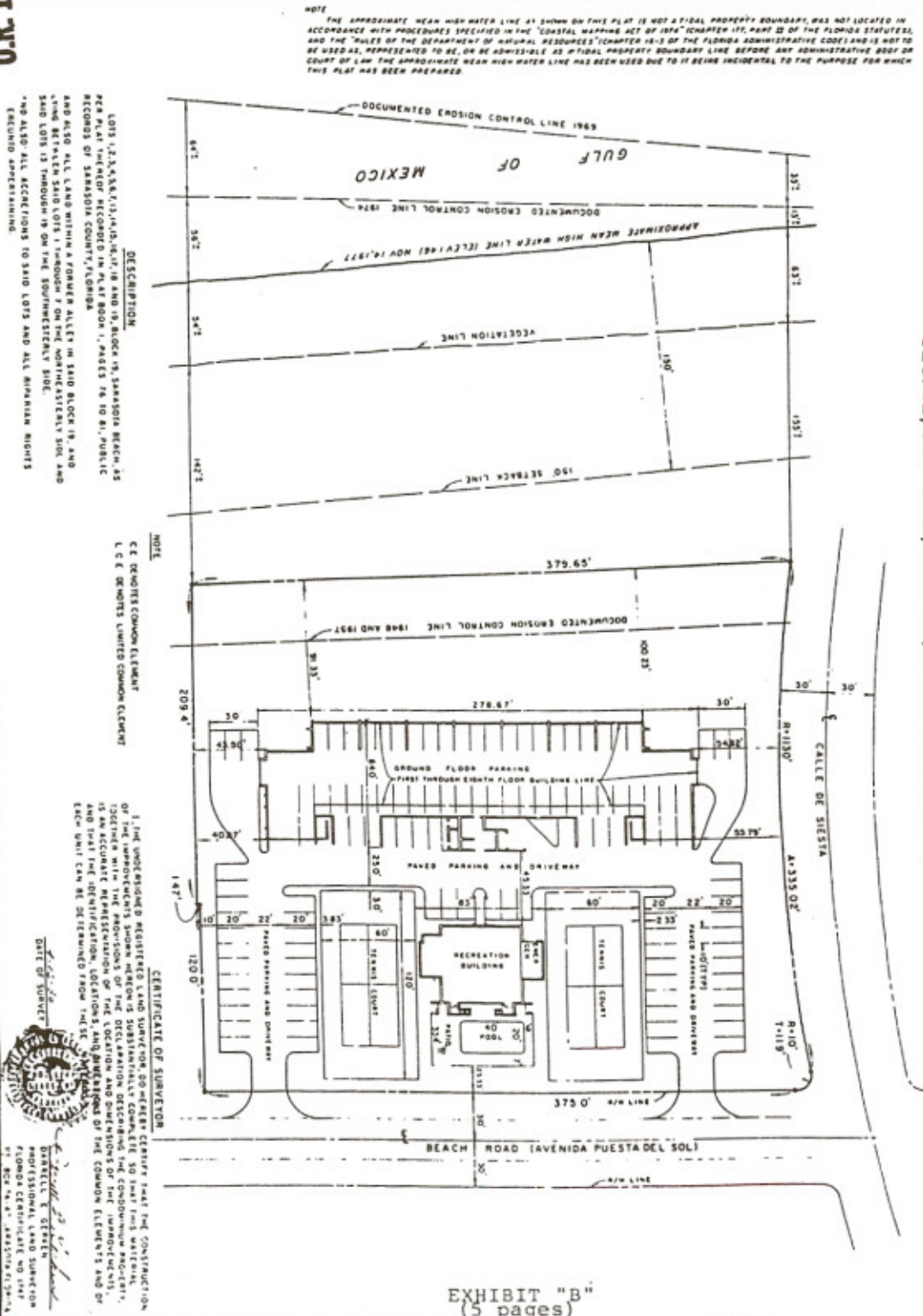
O.R. 1369 PG 0246

O.R. 1369 PG 0247

RECORDED MEMO: legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

# SIESTA GULF VIEW CONDOMINIUM

IN  
SEC. 12, TWP 37 S., RGE 17 E., SARASOTA COUNTY, FLORIDA



DESCRIPTION  
THIS LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

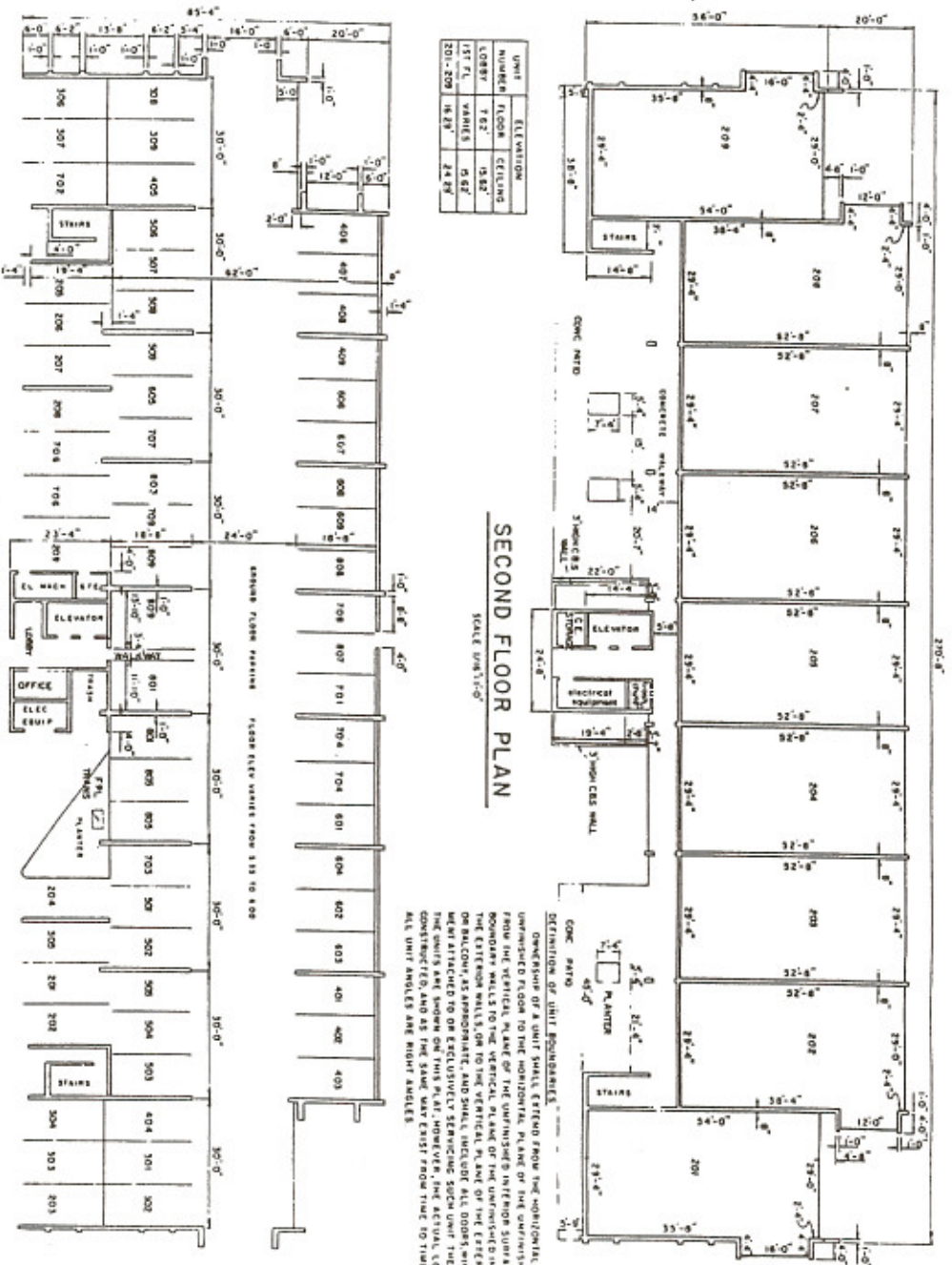
NOTE  
THE APPROXIMATE MEAN HIGH WATER LINE AS SHOWN ON THIS PLAT IS NOT A TIDAL PROPERTY BOUNDARY, WAS NOT LOCATED IN ACCORDANCE WITH PROCEDURES SPECIFIED IN THE "COASTAL MAPPING ACT OF 1974" (CHAPTER 177, PART 22 OF THE FLORIDA STATUTES), AND THE "RULES OF THE DEPARTMENT OF NATURAL RESOURCES" (CHAPTER 61-1 OF THE FLORIDA ADMINISTRATIVE CODE) AND IS NOT TO BE USED AS, REPRESENTED TO BE, OR BE ADMISSIBLE AS A TIDAL PROPERTY BOUNDARY LINE BEFORE ANY ADMINISTRATIVE BODY OR COURT OF LAW. THE APPROXIMATE MEAN HIGH WATER LINE HAS BEEN USED DUE TO IT BEING INCIDENTAL TO THE PURPOSE FOR WHICH THIS PLAT HAS BEEN PREPARED.

DESCRIPTION  
THIS LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

EXHIBIT "B"  
(5 pages)

RECORDEES MEMO: legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

FIRST (GROUND) FLOOR PLAN

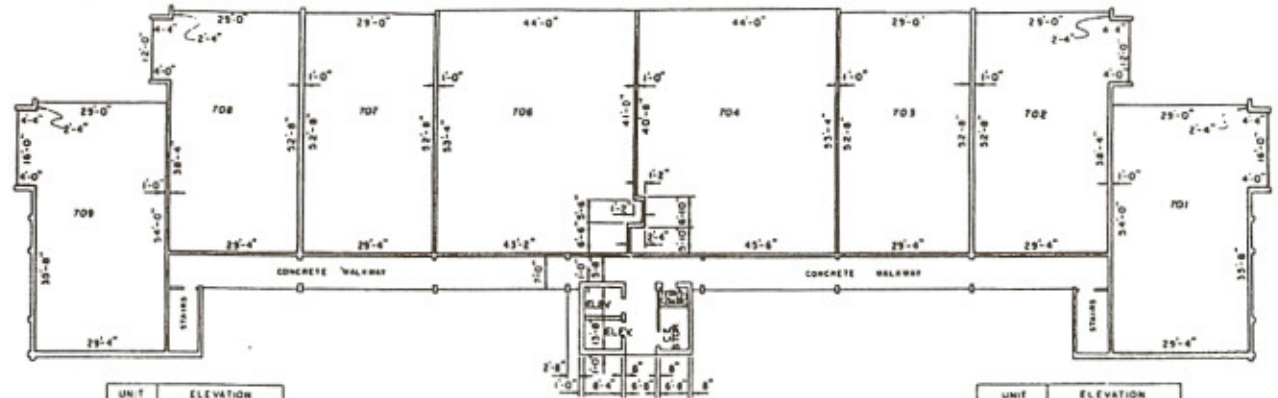
DANIEL L. GIBSON  
PROFESSIONAL LAND SURVEYOR  
No. 08794-4-47 KANSAS, Exp. 06/01/04



# SIESTA GULF VIEW CONDOMINIUM

IN

SEC. 12, TWP 37 S., RGE 17E., SARASOTA COUNTY, FLORIDA

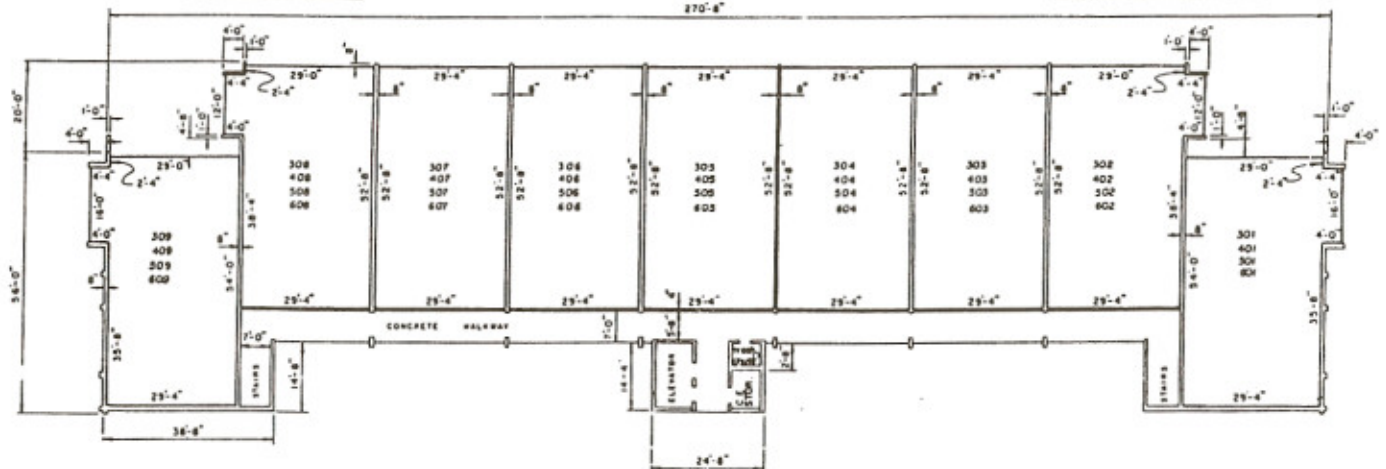


UNIT NUMBER	ELEVATION	
	FLOOR	CEILING
701-707	24.96'	32.96'
701-707	33.63'	41.63'
701-707	42.30'	50.30'

SEVENTH FLOOR PLAN

SCALE 1/16" = 1'-0"

UNIT NUMBER	ELEVATION	
	FLOOR	CEILING
601-609	50.97'	58.97'
701-709	59.64'	67.64'
801-809	68.31'	77.19'



TYPICAL PLAN-FLOORS THREE THROUGH SIX

SCALE 1/16" = 1'-0"

DARRELL E. GERNEW  
PROFESSIONAL LAND SURVEYOR  
RT 1, BOX 74-47, SARASOTA, FLORIDA

RECORDERS MEMO: legibility of writing, typing, or printing for reproducible purpose may be unsatisfactory in this document when received.

OR 1369 PG 0249