

**Condominium Documents of
MAGDALENA GARDENS,
A Residential Condominium**

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DECLARATION OF CONDOMINIUM

MAGDALENA GARDENS, A CONDOMINIUM
A Residential Condominium

KC2 INVESTMENTS, L.L.C., a Florida limited liability company, hereinafter referred to as "Developer" is the owner of a parcel of land in Charlotte County, Florida, more particularly described in Article (IV) of this Declaration of Condominium. Developer contemplates developing this land as a Condominium. The Condominium will consist of ninety (90) residential Units. NO TIME-SHARE ESTATES WILL BE CREATED WITH RESPECT TO UNITS IN THIS CONDOMINIUM.

I.
SUBMISSION STATEMENT

Developer hereby states and declares that it is the owner and holder of the fee simple title in and to the real property in Charlotte County, Florida, described in Article (IV) hereof entitled "Land." Developer will develop the Land in two (2) phases pursuant to the provisions of Chapter 718, Florida Statutes (the "Condominium Act"). The Condominium Property will consist of ninety (90) single-family residential Units in fifteen (15) two-story buildings containing six (6) Units per building in Phase I. Phase II, if constructed, will consist of an in-ground concrete swimming pool approximately 44 feet long by 24 feet wide with an approximate depth from 3 feet to 6 feet, a pool and a gazebo, approximately 1300 square feet in size, with two (2) restrooms. Developer hereby declares the real property described in Article (IV (A)) as Phase I to be Condominium Property, and does hereby submit the same to condominium ownership pursuant to the Condominium Act upon the terms, conditions, restrictions, reservations and limitations hereinafter set forth. Except where variances permitted by law appear in this Declaration or in the attached Bylaws or in lawful amendments to either of them, the provisions of the Condominium Act as presently constituted, including the definitions therein contained, are adopted and included herein by express reference.

By recordation of this Declaration, Developer reserves the right, but will not be obligated, to submit Phase II consisting of the swimming pool and gazebo described above. If Phase II is not added to the Condominium, Developer shall not be obligated to provide or make available to the Condominium, in any manner, all or any portion of such additional phase.

All restrictions, reservations, covenants, conditions and easements herein shall create covenants running with the land which shall be binding on the Developer, its successors and assigns, forever.

The graphic description of improvements in this condominium is filed at
Condominium Book 15, Pages 18A thru 18I, Charlotte County, Florida.

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II. DEFINITIONS

- (1) Articles of Incorporation or Articles means the document creating the not-for-profit Florida Corporation responsible for the operation of the Condominium.
- (2) Assessment means a share of the funds which are required for the payment of Common Expenses, which from time to time is assessed against the Unit Owner.
- (3) Association means MAGDALENA GARDENS CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, and its successors, being the corporate entity responsible for the operation of the Condominium.
- (4) Association Property means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to, the Association for the use and benefit of its Members.
- (5) Board of Directors or Board means the representative body which is responsible for administration of the Association.
- (6) Bylaws means the Bylaws of the Association as they exist from time to time.
- (7) Common Elements means the portions of the Condominium Property which are not included in the Units.
- (8) Common Expenses means all expenses which are properly incurred by the Association for the Condominium.
- (9) Common Surplus means the excess of all receipts of the Association collected on behalf of the Condominium (including, but not limited to, Assessments, rents, profits, and revenues on account of the Common Elements) over the Common Expenses.
- (10) Condominium means MAGDALENA GARDENS, A CONDOMINIUM which is created pursuant to the provisions of the Condominium Act, which is comprised of Units that may be owned by one or more persons, and in which there is, appurtenant to each Unit, an undivided share in Common Elements.
- (11) Condominium Act means Florida Statutes Chapter 718.
- (12) Condominium Parcel means a Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit.
- (13) Condominium Plat means the survey, plot plan and graphic description of the Condominium.

(14) Condominium Property means the lands, leaseholds, and personal property that are subjected to Condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

(15) Conspicuous Type means **bold** type in capital letters no smaller than the largest type, exclusive of headings, on the page on which it appears and, in all cases, at least 10-point type. Where conspicuous type is required, it must be separated on all sides from other type and print.

(16) County shall mean Charlotte County, Florida.

(17) Declaration or Declaration of Condominium means the instrument or instruments by which the Condominium is created, as they are from time to time amended.

(18) Developer means KC2 INVESTMENTS, L.L.C., a Florida limited liability company, which has created the Condominium and offer Condominium Parcels for sale or lease in the ordinary course of business.

(19) Director means a member of the Board of Directors of the Association.

(20) Institutional Mortgagee means the Owner and holder of a mortgage encumbering a Condominium Parcel, which Owner and holder shall be either a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, federal or state agencies, mortgage banker, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Developer or other mortgagee which shall be acceptable to and approved by the Board of Directors of the Association.

(21) Limited Common Elements means those Common Elements which are reserved for the use of a certain Condominium Unit or Units to the exclusion of other Units, as specified in this Declaration of Condominium.

(22) Member means all record Owners of a present vested interest in a Condominium Unit who automatically become members of the Association.

(23) Officers means the Directors who are elected as President, Vice President, and Secretary-Treasurer by the Board of Directors to manage the affairs of the Association.

(24) Operation or Operation of the Condominium includes the administration and management of the Condominium Property.

(25) Residential condominium means a condominium consisting of condominium Units which are intended for use as a private temporary or permanent residence.

(26) Special Assessment means any Assessment levied against Unit Owners other than the Assessment required by the annual budget.

(27) Surface Water Management Systems Facilities means and includes but is not limited to all inlets, ditches, swales, culverts, water control structures, retention and detention areas and, if applicable, any ponds, lakes, flood plane compensation areas, wetlands and any associated buffer areas and wet land mitigation areas.

(28) Time-share estate means any interest in a Unit under which the exclusive right of use, possession, or occupancy of the Unit circulates among the various purchasers of a time-share plan pursuant to Florida Statutes Chapter 721 on a recurring basis for a period of time.

(29) Unit or Condominium Unit means a part of the Condominium Property which is subject to exclusive ownership. A Unit may consist of improvements, land, or land and improvements together, as specified in the Declaration.

(30) Unit Owner or Owner of a Unit means a record Owner of legal title to a Condominium Parcel.

(31) Vote is the ballot cast by the Voting Interest.

(32) Voting Certificate means a document which designates one of the record title Owners, or the corporate, partnership, or entity representative, who is authorized to vote on behalf of a Unit that is owned by more than one Owner or by any entity.

(33) Voting Interest means the person exercising the voting rights distributed to the Association members pursuant to Florida Statutes Section 718.104(4)(j).

III. NAME

The name by which this Condominium is to be known and identified is:

MAGDALENA GARDENS, A CONDOMINIUM

IV. LAND

The legal description of the entire Condominium project, including Phase I and Phase II, is as follows:

A. PHASE I – The legal description of all real property included in Phase I and submitted herewith to Condominium ownership is described on Exhibit “A” attached hereto and marked thereon as Phase I.

B. PHASE II – The legal description of Phase II is described on Exhibit “A” attached hereto and marked thereon as Phase II. Developer reserves the right, without obligation, to amend this Declaration by adding Phase II and to make non-material changes in the legal description of the Phase, as required.

SUBJECT to restrictions, reservations, conditions, limitations and easements of record and applicable zoning ordinances and laws and regulations; without reimposing any of the same, and also the provisions of this Declaration.

V.
IDENTIFICATION OF UNITS

A. Condominium Property. The Condominium Property consists of the land described in Article (IV(A)), all easements and rights appurtenant thereto, together with the buildings and other improvements constructed thereon, which includes the Units and Common Elements. In addition, the Condominium Property shall include as a Common Element, an interest in real or personal property acquired by the Condominium Association in accordance with the provisions of the Condominium Act. Each Unit, is part of the Condominium is subject to private ownership. The Developer will not provide personal property.

The principal improvements on the land described in Article (IV(A)) consist of fifteen (15) two-story buildings, each containing six (6) single-family residential Units. The ground floor of each building will contain two 2-bedroom, 2-bath Units containing approximately 1300 square feet each and one 2-bedroom, 2-bath Unit containing approximately 1282 square feet. The second floor of each building shall contain two 3-bedroom, 2-bath Units containing approximately 1592 square feet and one 3-bedroom, 2 bath Unit containing approximately 1553 square feet.

The Units shall be identified as set forth on Exhibit "D".

B. Unit Boundaries. Each Unit shall include that part of the building containing the Unit, the boundaries of which are as follows:

1. Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.

(a) Upper Boundary: The horizontal or sloped plane formed by the unfinished interior surface of the ceiling.

(b) Lower Boundary: The horizontal plane formed by the upper side of the interior unfinished floor surface.

2. Perimetrical Boundaries: The perimetrical boundaries of the Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries.

(a) Exterior Building Walls: The intersecting vertical planes adjacent to and which include the interior unfinished surface of the outside walls of the building.

(b) Interior Building Walls: The interior boundaries of the Unit shall be the unfinished surface of each interior load-bearing wall as shown on Exhibit "D".

3. Apertures. Where there are apertures in any boundary, including, but not

limited to, windows and doors, such boundaries shall be extended to include the interior unfinished surfaces of such apertures, including all framework thereof. Exterior surfaces made of glass or other transparent material, including screening, and all framings and casings therefore, shall be included in the boundaries of the Unit.

4. Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey in Exhibit "D" shall control in determining the boundaries of a Unit.

C. Condominium Parcel. Each Unit Owner shall have, as an appurtenance to his Unit, an undivided one-ninetieth (1/90) interest in the Common Elements. The Common Elements and Limited Common Elements include the land and all other parts of the Condominium not in the Unit as more particularly described in Exhibit "D." Each Condominium Parcel also includes membership in the Condominium Association, with the full voting rights appertaining thereto as described in Article (VIII.(D)) of this Declaration. Upon completion and recording in the Public Records of Charlotte County of the Declaration and the Condominium Plat, the Unit Owners shall automatically acquire the aforesaid share in the Common Elements and Limited Common Elements in the Condominium Parcel.

If Phase II is submitted it shall be submitted as Common Elements and, therefore, there shall be no change in each Unit's interest in the Common Elements or Common Expenses, which shall remain at 1/90th. Phase II, if added, must be added within seven (7) years of the recording of this Declaration in the Public Records of the County, at the end of which time the right to add such additional phase will expire. The impact of such additional phase, if added, will be to increase the Common Expenses and Reserves to include swimming pool maintenance and replacement.

The membership vote and ownership in the Association shall not change if Phase II is added.

D. Common Elements. The following are Common Elements:

1. Landscaping. All lawns, landscaping, and sprinkler systems will be Common Elements.

2. The Surface Water Management Facilities. The Surface Water Management Facilities shall be common elements.

3. Parking/Paved Areas. All parking areas and pavement not designated on Exhibit "D" as Limited Common Elements shall be Common Elements.

4. Phase II Swimming Pool and Gazebo (if submitted). The swimming pool and gazebo shall be Common Elements.

E. Limited Common Elements. The following are Limited Common Elements appurtenant to the Unit or Units served:

1. HVAC. Air-conditioning and heating equipment located outside the boundaries of a Unit shall be Limited Common Elements to the Unit which they serve.

2. Garage Spaces. There are ninety (90) garage spaces. Each Unit shall have a garage space designated on Exhibit "D" with the same number as the Unit number. Each garage space shall be a Limited Common Element appurtenant to the Unit with the same number.

3. Numbered Parking Spaces. Each Unit shall have a numbered parking space designated on Exhibit "D" with the same number as the Unit number. Each numbered parking space shall be a Limited Common Element appurtenant to the Unit with the same number.

4. Stairways. Each second floor Unit is served by a Stairway, which Stairway shall be a Limited Common Element to the Unit that it serves.

5. Lanais. Each Unit shall contain a screened lanai.

F. Surface Water Management. The Condominium Association will maintain the surface water management system facilities in the Condominium Property. Any personal property improvements to the surface water management system facilities shall be owned by the Association. The Association shall include in its annual budget an Assessment for the anticipated costs of maintaining the surface water management system facilities. No construction activities may be conducted relative to any portion of the surface water management system facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill; debris or other material or item; constructing or altering any water control structure, or any other construction to modify the surface water management system facilities. Operation maintenance and re-inspection reporting shall be performed in accordance with the terms and conditions of the environmental resource permit. Any amendment to this Declaration affecting the surface water management system facilities or the operation and maintenance of the surface water management system facilities shall have the prior written approval of the south Florida Water Management District, which has the right to take enforcement measures, including civil action for injunction and/or penalties against the Association to compel it to correct any outstanding problems with the surface water management system facilities.

If the association ceases to exist, all unit owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the ERP, unless and until an alternate entity assumes responsibility.

In the event any on-site wet land mitigation is necessary which requires ongoing monitoring and maintenance requiring the association to allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is successful in accordance with the ERP.

VI.

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

A. Recording of Survey, Plot Plan and Graphic Description. There is recorded simultaneously herewith the Condominium Plat showing the Units, Limited Common Elements and Common Elements, their location and approximate dimensions in sufficient detail to identify them. Construction of the Condominium may not be substantially complete when this Declaration is recorded in the Public Records of Charlotte County, Florida, therefore, upon substantial completion of construction the Declaration shall be amended to include a certificate of a surveyor authorized to practice in the State of Florida stating that construction is substantially complete so that the material, together with the provisions of this Declaration describing the Condominium Property, is an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the Common Elements and Limited Common Elements of each Unit can be determined from such materials. A copy of the Condominium Plat is attached hereto and marked Exhibit "D"

B. Amendment of Common Element Boundaries. Except as provided herein, the boundaries of the Common Elements shall not be altered without amendment of the Declaration by approval of Unit Owners and Owners of mortgages in the manner elsewhere provided.

C. Easements. Easements are reserved throughout the Condominium Property as more particularly described in Article (XXIV) of this Declaration of Condominium.

VII.

UNDIVIDED SHARES IN THE COMMON ELEMENTS AND SHARE IN THE COMMON EXPENSES AND COMMON SURPLUS APPURTENANT TO EACH UNIT

A. Share in Common Elements. All Units shall have as an appurtenance thereto an undivided one-ninetieth (1/90) share in the Common Elements.

B. Share of Common Expenses and Common Surplus. All Unit Owners shall be liable for a one-ninetieth (1/90) share of the Common Expenses and each Unit Owner shall be entitled to receive the same proportionate share of the Common Surplus.

VIII.

MANAGEMENT OF THE CONDOMINIUM

A. Powers of the Association. The Association shall have all the powers, rights and duties set forth in the Condominium Act, the Articles, this Declaration, the Bylaws and the rules and regulations enacted pursuant to the Bylaws. Copies of the Articles and Bylaws are attached hereto and made a part hereof as Exhibits "B" (Articles) and "C" (Bylaws).

B. Membership in Condominium Association. Each Unit Owner whether he or she has acquired title by purchase from the Developer, the Developer's grantee, successors, or assigns, or by gift, conveyance or by operation of law, is bound to and hereby agrees that he or she shall accept membership in the Condominium Association and does hereby agree to be bound by this

Declaration, the Bylaws and the rules and regulations enacted pursuant to the Bylaws, the Condominium Act and lawful amendments thereto. Membership is automatic.

C. Ownership Subject to Matters of Record. Each Unit Owner shall accept ownership of his or her Condominium Parcel subject to restrictions, easements, reservations, conditions and limitations now of record and affecting the Condominium Property.

D. Voting Rights. All Unit Owners shall collectively be entitled to one (1) Vote per each Unit. If a Unit is owned by more than one (1) person, then the person entitled to cast such Vote shall be determined by filing a Voting Certificate, signed under oath by all Unit Owners with a present vested interest in the Unit, with the Secretary of the Association. Said Voting Certificate shall state:

1. Ownership Interest. The respective percentage interest (as recorded in the Public Records of Charlotte County, Florida) of each of the Unit Owners.

2. Voting Interest. The Unit Owners shall determine which one of the Unit Owners will represent all of the Unit Owners at Membership meetings and cast the Vote to which they are collectively entitled. The person so designated shall be known as the Voting Interest and shall be the only one of the Unit Owners eligible to cast the Vote for said Unit at Membership meetings. The Voting Interest may continue to cast the Vote for all of the Owners of the Unit until such time as another person is designated as the Voting Interest for the Unit. Voting by proxy may be permitted in accordance with Florida Statutes, the Articles and the Bylaws now in existence or hereafter amended.

E. Unit Owned by One Owner. When a Unit is owned by one person, then he or she shall have the Vote for that Unit. No Voting Certificate shall be required.

F. Unit Owned by Corporation and Limited Liability Company. When a Unit is owned by a corporation or a limited liability company, the corporation president or vice president or all of the managers of the limited liability company shall execute the Voting Certificate designating which corporate officer shall be the Voting Interest. In the absence of a Voting Certificate, the President shall be deemed the Voting Interest.

G. Unit Owned by General or Limited Partnership. When a Unit is owned by a general partnership, the Voting Interest shall be determined by filing a Voting Certificate signed by all of the general partners; and when a Unit is owned by a limited partnership, the Voting Interest shall be determined by filing a Voting Certificate signed by all of the general partners.

H. Unit Owned by a Trust. When a Unit is owned by a trust, the Voting Interest shall be determined by filing a Voting Certificate signed by all of the trustees of the trust.

I. Number of Votes. The number of Votes shall not exceed the number of Units so that there shall be ninety (90) votes. An individual with an interest in more than one (1) Unit may be designated as having the Voting Interest for each such Unit.

J. Board. All the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Directors consisting of the number of Directors to be determined by the Bylaws, but not less than three (3) Directors, who are all to be elected annually by the Voting Interests.

K. Duties of Condominium Association. It shall be the duty of the Association to provide, through its agents and employees, for the administration, operation, maintenance, repair and replacement of the Common Elements, and to make reasonable uniform rules and regulations from time to time, as well as to perform all other duties expressly or impliedly set forth herein.

L. 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 any latent condition of the Condominium Property to be maintained and repaired by the Association, or caused by the elements, third parties or Unit Owners.

M. Restraint upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

N. Association's Right to Purchase Land, Recreation Lease and Units. The Association has the power to purchase any land or recreation lease upon approval of not less than a majority of the Votes of the Voting Interests. The Association has the power to purchase Units in the Condominium and to acquire and hold, lease, mortgage, and convey them upon approval of not less than a majority of the Votes of the Voting Interests; provided, however, that the Board of Directors may elect to purchase a Unit at a foreclosure sale resulting from the Association's foreclosure of its lien for unpaid Assessments, or to take title by deed in lieu of foreclosure, without Membership approval.

IX. AMENDMENT TO CONDOMINIUM DECLARATION

A. Procedure for Amendment. Except as otherwise provided, this Declaration may be amended in the following manner:

1. Notice. Notice in writing of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. The format of the notice shall conform to Florida Statutes Section 718.110.

2. Proposals to Amend. A resolution for the adoption of a proposed amendment may be proposed by at least two-thirds (2/3) of the Board of Directors at any regular or special meeting of the Board of Directors, or by not less than one-fourth (1/4) of the Votes of the Voting Interests.

3. Adoption. The proposed Amendment shall be adopted upon approval of not less than three-fourths (3/4) of the Votes of the Voting Interests.

4. Amendments by Developer. As long as the Developer is entitled to elect not less than a majority of the Board of Directors, and subject to the proviso in Paragraph B of this Article, an amendment to this Declaration may be approved by a two-thirds (2/3) vote of the Board of Directors. Such amendment must be in writing in the format required by the Condominium Act and recorded. The amendment need not be accompanied by a certificate of the Association.

B. Proviso. No amendment shall discriminate against any Unit Owners or against any Unit or class or group of Units, unless the Unit Owners so affected shall consent. No amendment shall change the configuration or size of any Unit in any material fashion or modify the appurtenances to a Unit nor the share in the Common Elements appurtenant to it, nor increase the Unit Owner's share of the Common Expenses or common surplus, nor permit a timeshare estate to be created unless the Unit Owner of the Unit concerned, all record owners of mortgages on all Units in the Condominium and all other Unit Owners shall join in the execution of the amendment. Neither shall an amendment make any changes in Article (XIX.(D)) unless the record owners of all mortgages upon the Condominium shall join in the execution of the amendment.

C. Method of Amendment. No provision of the Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of the Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added and deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision _____ for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

D. Correcting Errors or Omissions. If there is an omission or error in the Declaration, or in other documents required by law to establish the Condominium, the Association may correct the error or omission by an amendment to the Declaration, or the other documents required to create the Condominium, by a majority of the Votes of the Voting Interests. The amendment is effective when passed and approved and a certificate of the amendment is executed and recorded as provided in Florida Statutes Section 718.110. This procedure for amendment cannot be used if such an amendment would materially or adversely affect property rights of any Unit Owner, unless the affected Unit Owner consents in writing. This subparagraph does not restrict the powers of the Association to otherwise amend the Declaration, Articles, Bylaws or rules and regulations enacted pursuant to the Bylaws, but authorizes a simple process of amendment requiring a lesser vote for the purpose of curing defects, errors, or omissions when the property rights of Unit Owners are not materially or adversely affected.

E. 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 with the formalities of a deed. Amendments shall become effective when recorded in the Public Records of Charlotte County, Florida.

F. Directors and Members Voting Rights. Directors shall be permitted to vote only if

present at the meeting at which an amendment is considered, and Voting Interests may cast their Vote either in person or by limited proxy at any meeting of the Members at which an amendment is considered.

G. Bylaws. The Operation of the Condominium shall be governed by the Bylaws. The Bylaws may be amended in the manner set forth therein.

X.
PURPOSE AND USE RESTRICTIONS

In order to provide for a congenial occupation of the Condominium and to provide for the protection of the value of the Units, the use of the Condominium Property shall be restricted to and be in accordance with the following provisions:

A. Use of Units. Each of the Units shall be occupied only as a single-family residential dwelling. No Unit may be divided or subdivided into a smaller Unit. No Unit shall be permanently occupied by more than two (2) persons for each bedroom in the Unit. In addition, temporary occupants are permitted so long as they do not create an unreasonable source of noise or annoyance to the other occupants of the Condominium, and provided that total Unit occupancy does not exceed two (2) persons for each bedroom plus two (2) additional persons including infants. Temporary occupancy is defined as not more than thirty (30) consecutive days nor more than ninety (90) days in a single calendar year. Nothing herein shall be construed to prevent a Unit Owner from placing more restrictive occupancy requirements as a condition for a lease of a Unit.

B. Children. Children shall be permitted as permanent occupants of a Unit in the Condominium.

C. Pets. No animals, livestock or poultry of any kind shall be permitted within the Condominium Property except for common household domestic pets weighing less than 25 pounds. However, an initial purchaser from the Developer may have one (1) household domestic pet weighing more than 25 pounds. In the event an initial purchaser's pet weighing more than 25 pounds becomes pregnant, that pet must be permanently removed from the Condominium Property prior to the birth of its offspring. No exotic species of bird or animal shall be permitted. When outside a Unit, dogs shall be restrained either on a leash or otherwise. The Board of Directors may cause the removal of any pet from the Condominium Property which constitutes a nuisance, in the sole opinion of the Board of Directors. A pet owner shall be responsible for cleaning up after any pet owned by him or her who soils the Common Elements.

D. Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements shall be used for the furnishing of services and facilities for which they are reasonably intended, for the enjoyment of the Unit Owners, and subject to such rules and regulations as may, in the opinion of the Association, achieve the maximum beneficial use thereof.

E. Alterations. No Unit Owner shall make, allow or cause to be made, any structural addition or alteration of his Unit or the Common Elements or Limited Common Elements without the prior written consent of the Association, except as otherwise specifically provided for in this

Declaration.

F. Nuisances. No nuisances shall be allowed upon the Condominium Property or within a Unit, nor any use or practice that is the source of annoyance to occupants or which interferes with the peaceful possession and proper use of the Condominium Property by occupants. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property without the prior written approval of the Board of Directors .

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

H. Safety. A Unit Owner shall not do anything within his Unit or on the Common Elements which would adversely affect the safety or soundness of the Common Elements or any portion of the Association Property or Condominium Property which is to be maintained by the Association. No flammable products shall be stored in any Unit or upon the Common Elements or Limited Common Elements.

I. Leasing of Units. Entire Units may be leased, provided that no lease shall be for a period of less than three months, subject to the approval of the Association as provided in Article (XI), provided the occupancy is only by the tenant and his or her family, if any, as subletting shall not be allowed. A lease of any Unit shall not release or discharge the Unit Owner thereof from compliance with any of his obligations and duties as a Unit Owner, and the Unit Owner shall be liable jointly and severally with his tenant for any violation of the Declaration, Articles, Bylaws and rules and regulations. All of the provisions of this Declaration, the Articles and Bylaws pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the terms and provisions of this Declaration, the Articles and Bylaws, and designating the Association as the Unit Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of any such covenant shall be an essential element of any lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not. When a Unit is leased, the tenant shall have all use rights in the Association property and the common elements otherwise available for use by the Unit Owners and the Unit Owner shall not have such rights except as a guest unless such rights are waived in writing by the tenant.

J. Guests. A Unit Owner must notify the Association in advance of the expected period of use of any house guest of such Unit Owner when occupying the Unit whether the Owner is in residence or in the Owner's absence. The Owner of the Unit shall remain liable for the conduct of his or her guest while using the Condominium facilities. The Association or its authorized agent shall have the right to refuse the entrance of a house guest when the Association has not received advance notice.

K. Rules and Regulations. Reasonable rules and regulations concerning the use of the Common Elements and Limited Common Elements may be made and amended from time to time by the Board of Directors; copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Unit Owners and tenants. Any rule or regulation so adopted may be rescinded, amended or altered pursuant to the Bylaws.

L. Exterior Appearance/Displays. No Unit Owner shall decorate or alter any part of his Unit so as to affect the exterior appearance of the Unit without the prior written approval of the Board of Directors. No outside signal receiving or sending antennas, dishes or devices are permitted. The foregoing shall not prohibit any antenna or signal receiving dish owned by the Association which services the entire Condominium Property. Nothing shall be hung, displayed or placed on the exterior walls, doors or windows of the Unit visible from the exterior without the prior written consent of the Board of Directors; provided that any Unit Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veteran's Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corp, or Coast Guard, regardless of any declaration, rules, or requirements dealing with flags or declarations.

M. Outside Storage of Personal Property. The personal property of any Unit Owner shall be kept inside the Unit, and no personal property may be stored on the exterior of any Unit or on the Common Elements or Limited Common Elements.

N. Vehicles/Boats. Only automobiles, vans, small pick-up trucks, and other vehicles manufactured and used as private passenger vehicles are permitted on the Condominium Property. Notwithstanding the foregoing, automobiles owned by governmental law enforcement agencies are expressly permitted. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making deliveries to or from, or while used in connection with providing services to the Condominium Property. All vehicles parked within the Condominium Property must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within the Condominium Property for more than 24 hours, and no repairs or servicing of any vehicle shall be made on the Condominium Property. Motorcycles are not permitted except with the prior written consent of the Association, which may be withdrawn at any time, and any permitted motorcycle must be equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the occupants of the Condominium Property. Boats may be kept only completely within a garage

O. Air Conditioning Units. Only central air conditioning Units are permitted, and no window, wall or portable air conditioning Units are permitted.

P. Garbage and Trash. Garbage, trash, refuse or rubbish that is required to be placed in the front of any Condominium in order to be collected may be placed and kept at the front of the Unit on the day of the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in trash facilities provided by the Association. All trash facilities shall be stored inside a Unit and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

Q. Wells. Wells are prohibited upon the Condominium Property for irrigation, domestic water use or any other purpose unless authorized by the Condominium Association.

R. Declaration of Restrictions. The Condominium Property is subject to the Declaration of Restrictions recorded by the original Developer of Punta Gorda Isles in Official Record Book 866 at Page 433 of the Public Records of Charlotte County, Florida.

XI. SALES, LEASES AND OTHER TRANSFERS

In order to assure a community of congenial residents and thus protect the value of the Units, the sale or lease of Units shall be subject to the following provisions which shall be covenants running with the land so long as the Condominium Property shall be subject to the Condominium form of ownership under the laws of the State of Florida.

A. Sales, Lease or Transfer. Prior to the sale, lease or transfer of any interest in a Unit to any person other than the transferor's spouse, the Owners shall notify the Board of Directors of the corporation in writing the name and address of the person to whom the proposed sale or transfer is to be made, and such other information as may be required by the Board of Directors of the Association. If the transferee is not a natural person, the notice shall include the names and addresses of the persons who will occupy the Unit. The transferee shall provide the Association with a copy of the recorded deed after the transfer.

The Association may require that a prospective Lessee place a security deposit, in an amount not to exceed the equivalent of one month's rent, into a non-interest bearing escrow account maintained by the Association. The security deposit shall protect against damage to the common elements or Association property. Claims against the deposit, refunds and disputes shall be handled as provided in Part II of Chapter 83 of the Florida Statutes.

B. Assessment Status. Within fifteen (15) days after request by a Unit Owner or Unit mortgagee, the Association shall provide a certificate stating all assessments and other monies owed to the Association by the Unit Owner with respect to the condominium parcel. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

C. Heirs and Devisees of Deceased Unit Owners.

(i) Title to Spouse, Family Members and Unit Owners. If the Owner of a condominium Unit should die and as a result of such death the title to the condominium Unit of such deceased Owner shall pass to any person other than a co-owner of the Unit, such person shall within sixty (60) days of such person or persons taking title, occupancy or possession of the parcel advise the Association regarding his intention of residing in the Unit and of his or their current address. He shall also furnish the Association such other information as the Association may reasonably request.

(ii) Amounts Due Association. Nothing in this Article shall be deemed to reduce, forgive, or abate any amounts due the Association from the Unit Owner at the time of his

death, nor the assessments attributable to the Unit becoming due after the Unit Owner's death, all of which shall be fully due and payable as if the Unit Owner had not died.

XII. ASSESSMENTS

A. Power of Association. The Association, through its Board of Directors, shall have the power to make and collect such Assessments and Special Assessments as allowed by the Condominium Act, this Declaration or the Bylaws.

B. Board Adopts Budget. The Board of Directors shall adopt the annual budget at least forty-five (45) days before the end of each fiscal year. The budget shall project anticipated income and estimated expenses. Common Expenses shall include but shall not be limited to, costs and expenses of operation, maintenance and management; insurance premiums for fire, windstorm, and flood, as required by the Condominium Act; premiums for public liability insurance; legal and accounting fees; management fees; operating expenses of the Association; maintenance, repairs and replacement of the Common Elements, except for emergency repairs or replacements deemed necessary to protect the Common Elements and properly chargeable to a Unit; security provisions; charges for utility used for Common Elements; water and sewer for the Condominium Property; cleaning and janitorial service for the Common Elements; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against the Members or others; the creation of reasonable contingency or reserve requirements for the protection of the Members, and the Condominium Property (e.g., reserves for replacements, capital expenditures, deferred maintenance, operating reserve to cover deficiencies in collections); and all other expenses designated as Common Expenses by the Condominium Act, this Declaration, the Articles or Bylaws. In addition, if the Association maintains Limited Common Elements with the cost to be shared only by those entitled to use the Limited Common Elements, the budget or a schedule attached to the budget shall show amounts budgeted for the Limited Common Elements.

C. Levy of Assessment. After adoption of a budget and determination of the annual Assessment per Unit, the Association shall assess such sum by promptly notifying all Unit Owners by delivering or mailing notice thereof to the Voting Interest representing each Unit at such Member's most recent address as shown by the books and records of the Association. Each Unit's pro rata share of the annual Assessment shall be due and payable monthly in advance to the Association, regardless of whether Members are sent or actually receive written notice thereof. In addition, the Association shall have the power to levy equal Special Assessments against each Unit if necessary to cover the Common Expenses.

D. Owners Responsibility for Payment. The record Owners of each Unit shall be personally liable, jointly and severally, to the Association for the payment of all Assessments and Special Assessments made by the Association and for all costs for collecting delinquent Assessments and/or Special Assessments. All Assessment and Special Assessment installments not paid when due shall bear interest at the maximum interest rate that is allowed by law. In the event Assessments and Special Assessments against a Unit are not paid within thirty (30) days after their due date, the Association shall have the right to take any and all of the following actions:

1. Administrative Late Fee. Charge an administrative late fee in the amount not more than maximum permitted under the Condominium Act, for each installment of the Assessment and/or Special Assessment that the payment is late.

2. Acceleration of Installments. The Association may accelerate the remaining Assessment and/or Special Assessment installments upon filing claim of lien and notice to the Unit Owner, after which the unpaid balance of the Assessment and/or Special Assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of notice to the Unit Owner, or not less than twenty (20) days after mailing of such notice to the Unit Owner by registered or certified mail, whichever shall first occur. Accelerated Assessments and/or Special Assessments shall be due and payable on the date the claim of lien is filed and shall include all amounts due for the remainder of the budget year in which the claim of lien was filed.

3. Foreclose Lien. The Association may record and foreclose a lien in the manner set forth in Article (XIII) of this Declaration and the Condominium Act and charge an administrative late fee in addition to interest, in an amount not in excess of the maximum amount permitted under the Condominium Act for each delinquent installment.

4. Sue for Money Judgment. The Association may bring an action to recover a money judgment for unpaid Assessments and/or Special Assessments, interest, late charges, and the Association's reasonable attorney's fees.

E. Special Assessments. Should the Association, through its Board of Directors, at any time determine that the Assessments made are not sufficient to pay the Common Expenses, or in the event of emergencies, the Board of Directors shall have the authority to levy and collect Special Assessments to meet such needs of the Association. The specific purpose or purposes of any Special Assessment shall be set forth in a written notice of such Special Assessment sent or delivered to each Unit Owner. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice. Any excess funds shall be considered as Common Surplus and either be returned to the Unit Owners or applied as a credit towards future Assessments. However, upon completion of such specific purpose or purposes, any excess funds shall be considered Common Surplus.

F. No Common Element Fees. The Association shall not charge any fee against a Unit Owner for the use of Common Elements or Association Property unless such use is the subject of a lease between the Association and the Unit Owner.

G. No Avoidance of Assessments. The liability for an Assessment or Special Assessment may not be avoided by waiver of the use or enjoyment of any Common Element, or by abandonment of the Unit for which the Assessments are made.

XIII. LIEN OF THE ASSOCIATION

A. Association Liens. The Association shall have a lien on each Condominium Parcel for any unpaid dues, Assessments, Special Assessments, late charges, and interest thereon against

the Unit Owner of such Condominium Parcel. Said lien shall also secure reasonable attorney's fees incurred by the Association incident to collection of such Assessment and/or Special Assessment or enforcement of such lien. The lien shall be recorded in the Public Records of Charlotte County, Florida, and shall contain a description of the Condominium Parcel, the name of the Unit Owner(s) shown in the public records, the name and address of the Association, the amount due and the due dates. The lien shall be effective from and shall relate back to the date of recording this Declaration. As to first mortgages of record, the lien is effective from and after recording of the claim of lien. The lien shall continue in effect until all sums secured by the lien shall have been fully paid or barred by law. Such claims of liens shall include only Assessments and Special Assessments which are due and payable when the claim of lien is recorded. Such claims of lien shall be signed and verified by an officer or agent of the Association and shall then be entitled to be recorded. Upon full payment the party making payment shall then be entitled to a recordable satisfaction of the lien.

B. Lien Duration and Enforcement. No such lien shall continue for a longer period than one (1) year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid Assessments and/or Special Assessments, interest, costs, and attorney's fees, which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. Interest on any Assessments and Special Assessments and installments not paid when due will accrue at the maximum rate allowed by law.

C. Liability for Assessments. All such liens shall be subordinate to the lien of an Institutional Mortgagee holding a first mortgage recorded prior to the time of recording of the claim of lien except as stated herein. A Unit Owner, regardless of how his title has been acquired, including a purchaser at a judicial sale, is liable for all Assessments and Special Assessments which come due while he is a Unit Owner. The current Unit Owner is jointly and severally liable with the prior Unit Owner for all unpaid Assessments and Special Assessments against the prior Unit Owner for his share of the Common Expenses up to the time of transfer of title, without prejudice to any right the current Unit Owner may have to recover from the prior Unit Owner the amounts paid by the current Unit Owner.

1. First Mortgagee Liability for Assessments. A first mortgagee who acquires title to the Condominium Parcel by foreclosure or by deed in lieu of foreclosure is liable for the unpaid Assessments and Special Assessments that became due prior to the mortgagee's receipt of the deed. However, the mortgagee's liability is limited to the lesser of:

(a) The Condominium Parcel's unpaid Common Expenses and regular periodic Assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

(b) One percent (1%) of the original mortgage debt. The provisions of this subparagraph shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action.

(c) Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of

process at a location which was known to or reasonably discoverable by the first mortgagee.

D. Purchasers Obligation to Pay Assessment. Except as to first mortgagees, a person acquiring title to a Condominium Parcel shall pay any Assessments, Special Assessments, late fees, interest, costs and attorney's fees owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount of Assessments, Special Assessments, late fees, interest, costs and attorney's fees when due shall entitle the Association to record a claim of lien against the Condominium Parcel and proceed in the same manner as provided in this Article.

E. Assessment Certificate. Any person purchasing or encumbering a Unit shall have the right to rely upon any statement made in writing by an Officer of the Association regarding Assessments and Special Assessments against Units which have already been made or which are due and payable to the Association. The Association shall provide a certificate stating all Assessments, Special Assessments and other monies owed to the Association by the Unit Owner. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

XIV. TAXATION

Whenever an Assessment is assessed against the Condominium Property, instead of against each Condominium Parcel, it shall be treated as a Common Expense, in accordance with the provisions of Article (XII).

XV. MAINTENANCE AND REPAIR

A. Unit Owners Responsibility for Maintenance and Repair. The Unit Owner is responsible to maintain, repair and replace all air-conditioning and heating equipment serving his or her Unit whether located within or outside the Unit and each Unit Owner shall maintain the interior of his or her garage space and Stairways serving second floor Units. Each Unit Owner, at his own expense, shall maintain, repair, replace and be responsible for the maintenance of his Unit, its equipment and fixtures including but not limited to painting, replastering, sealing and polishing of the interior finished surfaces of the perimeter walls, ceiling and floor which constitute the boundary lines of the Unit therein and must promptly correct any condition which would, if left uncorrected, cause any damage to another Unit or the Common Elements, and shall be responsible for any damages caused by his non-action. Each Unit Owner shall at his own expense maintain and replace when necessary all screening within or in a Unit including the Lanai which is part of the Unit, and all glass in windows and doors in the perimeter walls of a Unit. All work shall be done without disturbing other Unit Owners. Provided, however, that no Unit Owner may change the exterior appearance of his Unit without prior Association approval in writing. The Unit Owner shall promptly report to the Association any defect or need for repairs for which the Association is responsible.

B. Association Responsibility for Maintenance and Repair. The Association shall be responsible for the maintenance, repair and operation of the Common Elements, and those portions of the Limited Common Elements which are not the Owner's responsibility, including, but not

limited to those portions of a Unit, except interior surfaces, contributing to the support of the Unit, load bearing columns and load bearing walls, driveways and roofs. The painting, decorating or changing of any portion of the walls not part of the Unit and all conduits, ducts, plumbing, piping, wiring and other facilities for the furnishing of utility service contained within a Unit that service part or parts of the Condominium other than the Unit shall be the responsibility of the Association, and not the individual Unit Owner. The Association shall have all powers necessary to discharge these responsibilities, and may exercise these powers exclusively if it so desires, or may delegate them as elsewhere provided for in this Declaration and the Bylaws.

C. Enforcement of Maintenance Against Association by Specific Performance. The maintenance and operation of the Common Elements shall be the responsibility of the Association and shall be a Common Expense. In the event the Association fails to maintain the Common Elements in accordance with its obligations hereunder, any Unit Owner shall have the right to seek specific performance in a court of equity to compel the Association to do so.

D. Enforcement of Maintenance Against Unit Owner by Specific Performance. In the event a Unit Owner fails to maintain his Unit or those portions of the Limited Common Elements which are his or her responsibility, or makes any additions or alterations to Common Elements without written consent, the Association or any Unit Owner shall have the right to proceed in a court of equity to seek compliance with the provisions hereof; provided that a Unit Owner does not have authority to act for the Association by reason of being a Unit Owner.

E. Enforcement by Association or Unit Owners in Court of Law. The Board of Directors or any Member shall have the right to maintain an action because of the failure of a Unit Owner or the Association to comply with the terms of the Declaration, Articles, the Bylaws, or the rules and regulations; as they may be amended from time to time. In such an action, the prevailing party shall be entitled to recover the costs of the proceeding together with reasonable attorneys' fees.

F. Failure to Enforce Not a Waiver. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles, the Bylaws, or the rules and regulations shall not constitute a waiver of the right to do so thereafter.

XVI. ALTERATION OF COMMON ELEMENTS

A. Procedure for Approval of Alterations or Improvements. No Unit Owner or the Board shall make or cause to be made substantial and material alterations, improvements or additions to the Common Elements, except in accordance with the following provisions:

1. A special meeting of Members shall be called for the purpose of acting upon the proposal for such substantial alteration, improvement or addition, upon not less than fourteen (14) days written notice.

2. Three-fourths (3/4) of the Votes of the Voting Interests must be cast in favor of the proposal at the special meeting. Votes may be cast in person or by proxy.

3. If approved, each Unit Owner shall be assessed his proportionate cost of such alteration, improvement or addition based upon that Unit Owner's share of the Common Elements.

**XVII.
WAIVER OF PARTITION**

By holding title in a Unit, the Developer and each subsequent Unit Owner waives the right to partition any interest in the Common Elements under the laws of the State of Florida as they exist now or as amended until this Condominium is terminated pursuant to the Declaration or by law. Any Unit Owner may freely convey an interest in a Unit together with an undivided interest in the Common Elements subject to the provisions of this Declaration.

**XVIII.
LIABILITY INSURANCE, LIMITATION OF LIABILITY AND OTHER INSURANCE**

A. Liability Insurance. The Board of Directors shall obtain liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the Common Elements. The Board of Directors shall collect and enforce the payment of the premium for such insurance from each Unit Owner for his share in the Common Elements. Each individual Unit Owner shall be responsible for the purchasing of liability insurance for accidents occurring in his Unit or for which he may be liable. In accordance with the provisions of the Condominium Act, the liability of a Unit Owner for Common Expenses shall be limited to amounts for which he is assessed from time to time in accordance with the Condominium Act, this Declaration and the Bylaws. The Unit Owner may be personally liable for the acts or omissions of the Association in relation to the use of the Common Elements, but only to the extent of his share in the Common Elements. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners, and they shall have the right to intervene and defend. 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 residence in Charlotte County, Florida would be liable for an accident occurring therein.

B. Additional Insurance. In addition, the Association shall use its best efforts to maintain adequate insurance for Workers Compensation, fidelity insurance as required by the Condominium Act for persons who control or disburse Association funds and such other insurance as the Board of Directors determines to be desirable.

**XIX.
PROVISIONS FOR CASUALTY INSURANCE, PAYMENT OF PROCEEDS,
RECONSTRUCTION**

A. Purchase Of Insurance. The Board of Directors shall keep the Condominium Property insured, including the building, fixtures and personal property appurtenant thereto, and all Units contained therein, both for the interest of the Association and all Unit Owners and their mortgagees, as their respective interest may appear, in an amount which shall be equal to the

maximum insurable replacement value of the Condominium as determined annually by the insurance carrier, against loss or damage by fire and hazards covered by a standard coverage endorsement and such risks of a similar or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the Condominium. The word "building" as used in this paragraph shall be as defined in Florida Statutes Section 718.111(11)(b).

B. Insured and Loss Payable. All casualty insurance policies purchased by the Association hereunder shall be for both the benefit of the Association and all Unit Owners and their mortgagees, as their respective interest may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Board of Directors who shall act as the insurance trustee and it shall be the duty of the Board of Directors acting as insurance trustee to receive such proceeds as are paid to them and to hold the same in trust pursuant to the terms of this Declaration.

C. Payment of Premiums. The Board of Directors shall collect and pay the premiums for casualty insurance as part of the Common Expenses for which Assessments are levied. Each Unit Owner shall pay and be responsible for casualty insurance premiums and all fees and expenses of the Board of Directors acting as the insurance trustee in the same manner as all other Assessments.

D. Reconstruction or Repair after Casualty. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

1. Common Element. If the damaged Condominium Property is a Common Element or Limited Common Element, it shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the Condominium should be terminated.

2. Units.

(a) Lesser Damage. If the damaged Condominium Property is a Unit, and if at least fifty percent (50%) of the Units in the Condominium are found by the Board of Directors to be tenantable, the Unit shall be reconstructed or repaired.

(b) Major Damage. If more than fifty percent (50%) of the Units in the Condominium are found by the Board of Directors not to be tenantable, then the Units will not be reconstructed or repaired and the Condominium will be terminated as elsewhere provided, unless within sixty (60) days after the casualty Voting Interests of at least seventy-five percent (75%) of the Votes agree in writing to such reconstruction or repair.

(c) Reconstruction. Any reconstruction or repair must be (i) substantially in accordance with the plans and specifications for the damaged building immediately before the casualty, or (ii) according to plans and specifications approved by the Board of Directors and by at least seventy-five percent (75%) of the Voting Interests.

(d) Responsibility. If the damage is only to a portion of one (1) Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner

shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the costs to rebuild or repair.

(e) Assessments. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a uniform Special Assessment against all Unit Owners for the deficiency related to Common Elements. The Board may also charge individual Unit Owners for the portion of the deficiency related to individually damaged Units; provided, however, that if in the opinion of the Board of Directors, it is impossible to adequately and accurately determine the portion of the deficiency related to individually damaged Units, the Board of Directors shall levy the Special Assessment for the total deficiency against all Unit Owners according to the percentage as set forth in Article (VII) of this Declaration.

3. Disbursement of Funds. The funds for payment of costs for reconstruction and repair after casualty, which consist of funds collected by the Association from Assessments and/or Special Assessments against the Unit Owners, shall be disbursed in the following manner:

(a) By the Association. The funds shall be held by the Association and disbursed by it in payment of those costs of reconstruction and repair that are the responsibility of the Association in the manner required by the Board of Directors. The Directors may hire an architect qualified to practice in the State of Florida to supervise the work and approve disbursements.

(b) Unit Owner Repairs. Any portion of the fund representing damages for which the responsibility of reconstruction and repair lies solely with a Unit Owner shall be paid by the Association to the Unit Owner, or if there is a mortgagee endorsement in the Unit Owner's insurance policy, then to the Unit Owner and the mortgagee jointly.

(c) Surplus. If it is determined as provided under this Article that the damaged Condominium Property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial Owners as provided in subparagraph B and distributed to each Unit Owner by check made payable jointly to the Unit Owner and his respective mortgagee, if any. If after reconstruction or repair there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners by check made payable to the Unit Owner and his respective mortgagee, if any; except that if the Unit Owner has been assessed as provided in subparagraph D.2.(e) above, the mortgagee shall only be entitled to that portion of the distribution after deducting the Unit Owner's Assessment, presuming that the first monies disbursed in payment of costs of reconstruction and repair are from insurance proceeds.

XX.
MORTGAGES - SUBORDINATION

A. A Unit Owner who mortgages his Condominium Parcel must notify the Association of the name and address of his mortgagee, and the Association shall maintain such information in a register which shall, among other things, contain the names of all of the Unit Owners and the names of the mortgagees holding mortgages on their Condominium Parcels. The failure to notify the Association of the existence of a mortgage shall in no way impair the validity of the mortgage. The Association shall, at the request of a mortgagee, report any unpaid Assessments and/or Special Assessments due from the Unit Owner.

B. Subordination. No breach of any of the provisions contained herein shall defeat or adversely affect the lien of any mortgage at any time made in good faith upon a Condominium Parcel, or any part thereof, and made by a bank, savings and loan association, mortgage company, or insurance company authorized to transact business in the State of Florida, and engaged in the business of making loans constituting a first lien upon real property for a valuable consideration. The rights and remedies herein granted to the Developer, the Association and any Unit Owner may be enforced against the Unit Owner of the Condominium Parcel subject to such mortgage notwithstanding such mortgage. The purchaser at any sale upon foreclosure shall be bound by all of the provisions herein contained.

XXI.
DEVELOPER'S UNITS, RIGHTS AND PRIVILEGES

A. Developer Sales. The Developer reserves and has the right to sell Units and Condominium Parcels to any purchaser approved by it, subject, however, to the use restrictions. The Developer shall have the right to transact any business necessary to consummate the sale of Units, including but not limited to the right to maintain models, advertise on the Condominium, and use the Common Elements. In the event there are unsold Condominium Parcels, the Developer retains the right to ownership thereof under the same terms and obligations as other Owners of Condominium Parcels. This Article shall not be amended without the written consent of the Developer so long as the Developer holds any Units for sale in the ordinary course of business. If the provisions of this Article conflict with any other Article, then this Article shall govern.

B. Developer Excused from Assessments/Guarantee. The Developer shall be excused from payment of its share of common expenses and assessments related to unsold Units in Developer's name for a period of one (1) year from the date of recording of the Deed of the first condominium Unit sold. The Developer guarantees to each purchaser that the assessments for common expenses of the condominium imposed upon the Unit Owners will not increase over \$350.00 per Unit per month for a twelve-month period beginning from the date of the recording of the Deed of the first condominium Unit sold. If at any time during the guarantee period, the funds collected from Unit Owner assessments at the guaranteed level are not sufficient to provide payment, on a timely basis, of all common expenses, including the full funding of the reserves unless properly waived, the Developer shall advance sufficient cash to the Association at the time such payments are due. No revenues or capital contributions other than regular periodic assessments, and cash payments by the Developer as provided above may be utilized for the

payment of common expenses during the guarantee period. This restriction includes items such as interest revenues, vending revenues, laundry revenues, other non-assessment revenues, and capital contributions. The Developer may, at the Developer's option, extend the guarantee period for two additional one-year periods.

**XXII.
SEPARABILITY OF PROVISION**

Invalidation of any of the covenants, conditions, limitations or provisions of this Declaration, the Articles, the Bylaws or the Condominium Act, shall in no way affect the remaining part or parts hereof which are unaffected by such invalidation, and the same shall remain effective.

**XXIII.
TERMINATION**

This Condominium may be terminated as provided for by Florida Statutes Section 718.117. Upon termination, the undivided share of the Common Elements owned in common by each Unit Owner shall be one ninetieth (1/90).

**XXIV.
EASEMENTS**

A. Covenant Running with Land. Each of the following easements is a covenant running with the land included in the Condominium Property and shall survive the termination of the Condominium.

B. Utilities, Drainage. Easements are reserved under, through and over the Condominium Property as may be required for utility, cable television, communications and security service and drainage in order to adequately serve the Condominium.

C. Pedestrian and Vehicular Traffic. Non-exclusive easements shall exist for pedestrian and vehicular traffic over, through and across sidewalks, paths, walks, roads, driveways, stairways, streets and other portions of the Common Elements as may be from time to time intended and designated for such purposes and uses and such easements shall be for the use and benefit of the Unit Owners within this Condominium, including their guests, licensees or invitees; provided, however, nothing herein shall be construed to give or create in any person the right to park any vehicle upon any portion of the Condominium Property except an area specifically designated and assigned for such purposes.

D. Easement for Unintentional and Non-Negligent Encroachments. If a Unit shall encroach upon any Common Element, Limited Common Element, or upon any other Unit, by reason of original construction or by the non-negligent or non-purposeful act of the Developer, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any Common Element or Limited Common Element shall encroach upon any Unit by reason of original construction or the non-purposeful or non-negligent act of the Association or the Developer, then an easement appurtenant to such Common

Element, Limited Common Element, or to the extent of such encroachment, shall exist so long as such encroachment shall exist.

E. Support. Every portion of a Unit contributing to the support of a Condominium building or an adjacent Unit shall be burdened with an easement of support for the benefit of all other Units and Common Elements in the building.

F. Perpetual Non-Exclusive Easement in Common Elements. The Common Elements (other than the Limited Common Elements) shall be, and the same are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the Unit Owners for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of the Unit Owners.

G. Right of Access to Units. The Association shall have the irrevocable right of access to each Unit during reasonable hours, when necessary, for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association or as necessary to prevent damage to the Common Elements or to a Unit or Units.

H. Construction; Maintenance. The Developer (including its designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any Units located or to be located thereon, and for repair, replacement and maintenance purposes where the Association fails to do so or where the Developer, in its sole discretion, determines that it is necessary to do so. This right shall terminate at such time as Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors of the Association.

I. Sales Activity. The Developer, as long as it holds any units for sale in the ordinary course of business, shall have the right to use any such Units and parts of the Common Elements for model dwellings and sales and construction offices, to show model Units and the Common Elements to prospective purchasers of Units, and to erect signs and other promotional material on the Condominium Property to advertise Units for sale.

J. Additional Easements. The Developer and the Association, on their own behalf and on behalf of all Unit Owners (each of whom hereby appoints the Developer and the Association as its attorney-in-fact for this purpose), shall each have the right to grant such additional electric, gas or other utility, cable television, security system, communications, drainage or service easements. The Developer and Association may also relocate any such existing easements or drainage facilities, in any portion of the Condominium Property, and grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Units for dwelling purposes. In addition, the Developer shall have the right to provide bills of sale for equipment,

conduits, pipes, lines and similar installations pertaining thereto. This subparagraph J shall not be amended nor shall the Condominium Plat be amended in any way to defeat, restrict or reduce the Developer's rights herein contained without the written consent of the Developer; provided that the Developer's right to grant easements as herein provided shall terminate at such time as Unit Owners other than the Developer are entitled to elect not less than a majority of the Board of Directors of the Association.

K. Ingress and Egress; Subordinate Liens. All easements for ingress and egress granted in this Article (XXIV), or elsewhere herein, shall not be encumbered by any leasehold or lien other than those on the Condominium Parcels; but if so encumbered, then any such lien shall be subordinate to the rights of Unit Owners.

XXV. ENFORCEMENT

A. Legal Action. Each Unit Owner, tenant, and other invitee shall comply with this Declaration, the Articles, the Bylaws, the rules and regulations, and the provisions of the Condominium Act, and the provisions thereof shall be deemed expressly incorporated into any lease of a Unit. The Association shall have the right to evict a tenant or remove any guest or invitee. Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the Association or by a Unit Owner against:

1. The Association.
2. Another Unit Owner.
3. Directors designated by the Developer, for actions taken by them prior to the time control of the Association is assumed by Unit Owners other than the Developer.
4. Any Director who willfully and knowingly fails to comply with these provisions.
5. Any tenant leasing a Unit, and any other invitee occupying a Unit.

B. Attorneys Fees. The prevailing party in any such action shall be entitled to recover its reasonable attorney's fees. A Unit Owner, prevailing in an action against the Association, in addition to recovering his attorney's fees, may recover additional amounts as determined by the Court to be necessary to reimburse the Unit Owner for his share of Assessments levied by the Association to fund its expenses of the litigation.

C. Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

D. Fines. In addition, the Association may levy reasonable fines against a Unit for the failure of the Owner of the Unit, or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the Bylaws, or the rules and regulations of the Association. No fine will become a lien against the Unit. No fine may exceed the maximum amount permitted under the Condominium Act; provided, however, a fine may be levied on the basis of each day of a

continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed the maximum amount permitted under the Condominium Act. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner, and, if applicable, its licensee or invitee. These provisions shall not apply to unoccupied Units.

E. No Waiver. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles, the Bylaws, or the rules and regulations adopted by the Association shall not constitute a waiver of the right to do so thereafter.

**XXVII.
COVENANT RUNNING WITH THE LAND**

All provisions of this Declaration, the Articles, Bylaws and applicable rules and regulations enacted pursuant thereto, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the land described in Article (IV) of this Declaration and with every part thereof and interest therein, unless this Declaration shall be terminated pursuant to the Condominium Act or as provided herein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and all subsequent Unit Owners and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, Bylaws and rules and regulations enacted pursuant thereto, as they may be amended from time to time. The acceptance of a deed of conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, Articles, Bylaws and rules and regulations enacted thereto.

IN WITNESS WHEREOF, the Developer has executed this Declaration of Condominium this 14 day of September 2005.

Shuley Brown
First Witness

Mary Huda
Second Witness

KC2 INVESTMENTS, LLC,
a Florida limited liability company

By: [Signature]
its Manager

STATE OF FLORIDA
COUNTY OF Charlotte

Before me, the undersigned authority, personally appeared Vincenzo Lombardi, as Manager of KC2 INVESTMENTS, L.L.C., a Florida limited liability company, to me known to be the person described in or who produced n/a as identification and who executed the foregoing Declaration of Condominium and acknowledged before me according to law that he made and subscribed the same for the purposes therein expressed and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14 day of Sept., 2006.

AFFIX SEAL

Mary Hindman
Notary Public - State of Florida



EXHIBIT "A"

LEGAL DESCRIPTION

PHASE I:

TRACTS D AND E OF PUNTA GORDA ISLES SECTION 27, AS RECORDED IN PLAT BOOK 15 AT PAGES 12A & 12B OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

AND

A PORTION OF TRACT B OF PUNTA GORDA ISLES SECTION 27, AS RECORDED IN PLAT BOOK 15 AT PAGES 12A & 12B OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SAID TRACT B RUN N00°23'11" E ALONG THE WEST LINE OF SAID TRACT B FOR 127.90 FEET; THENCE S89°36'49" E FOR 487.46 FEET; THENCE N54°14'41" E FOR 70.71 FEET TO THE EAST LINE OF SAID TRACT B BEING A POINT ON AN ARC; THENCE ALONG THE ARC OF A CURVE TO THE LEFT OF RADIUS 5558.00 FEET (DELTA 01° 01'51") (CHORD BEARING S35°06'40"E) (CHORD 100.00 FEET) FOR 100.00 FEET; THENCE S54°22'24" W RADIAL FOR 150.00 FEET TO THE SOUTH LINE OF SAID TRACT B; THENCE N89°36'49" W ALONG SAID SOUTH LINE FOR 481.31 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

A PORTION OF TRACT "B", PUNTA GORDA ISLES, SECTION 27, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 12A-12B, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGIN AT THE EASTERN MOST CORNER OF SAID TRACT "B"; THENCE SOUTH 54°22'24" EAST, ALONG THE SOUTH LINE OF SAID TRACT "B", A DISTANCE OF 150.00 FEET; THENCE NORTH 00°23'11" EAST, A DISTANCE OF 127.90 FEET; THENCE SOUTH 89°36'49" EAST, A DISTANCE OF 5.73 FEET; THENCE NORTH 54°14'41" EAST, A DISTANCE OF 70.71 FEET TO THE WEST RIGHT-OF-WAY OF SHREVE STREET SAID POINT BEING A POINT ON A CURVE TO THE LEFT HAVING AS ELEMENTS, A RADIUS OF 5,558.00 FEET, A CENTRAL ANGLE OF 01°01'51" AND A CHORD LENGTH OF 100.00 FEET; THENCE ALONG ARC OF SAID CURVE AND THE WEST RIGHT-OF-WAY OF SHREVE STREET, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

PHASE I CONTAINS 7.11 ACRES MORE OR LESS.

THIS INSTRUMENT PREPARED BY:
Gary A. Kahle
Farr, Farr Emerich, Hackett and Carr, P.A.
99 Nesbit Street
Punta Gorda, FL 33950
(941) 639-1158

JOINDER OF MORTGAGEE

PENINSULA BANK, hereinafter referred to as "Mortgagee", is the owner and holder of that certain Mortgage dated March 28, 2005 and recorded on March 31, 2005 in Official Records Book 2669, Page 1925, and Consolidation and Modification of Promissory Notes and Mortgage, Receipt for Future Advance and Spreader Agreement dated June 26, 2006 and recorded on June 30, 2006 in O.R. Book 2995, Page 78, both of the Public Records of Charlotte County, Florida (the "Mortgage").

The Mortgage encumbers the property described therein, which lands are to be submitted to condominium ownership as described in the Declaration of Condominium for MAGDALENA GARDENS, a Condominium to which this Joinder is attached.

Mortgagee joins in the making of the Declaration of Condominium of MAGDALENA GARDENS, a Condominium to which this Joinder is attached and agrees that the lien of the Mortgage, as to the above-described lands only, shall be upon the units of MAGDALENA GARDENS, a Condominium described as follows:

Units 111, 112, 113, 121, 122, 123, Building 1; Units 211, 212, 213, 221, 222, 223, Building 2; Units 311, 312, 313, 321, 322, 323, Building 3; Units 411, 412, 413, 421, 422, 423, Building 4; Units 511, 512, 513, 521, 522, 523, Building 5; Units 611, 612, 613, 621, 622, 623, Building 6; Units 711, 712, 713, 721, 722, 723, Building 7; Units 811, 812, 813, 821, 822, 823, Building 8; Units 911, 912, 913, 921, 922, 923, Building 9; Units 1011, 1012, 1013, 1021, 1022, 1023, Building 10; Units 1111, 1112, 1113, 1121, 1122, 1123, Building 11; Units 1211, 1212, 1213, 1221, 1222, 1223, Building 12; Units 1311, 1312, 1313, 1321, 1322, 1323, Building 13; Units 1411, 1412, 1413, 1421, 1422, 1423, Building 14; and Units 1511, 1512, 1513, 1521, 1522, 1523, Building 15 of MAGDALENA GARDENS, a Condominium according to the Declaration thereof as recorded in O.R. Book 3037, Page 1668, et seq., and the Condominium Plat as recorded in Condominium Book 15, Pages 18A thru 18I, all of the Public Records of Charlotte County, Florida, together with the common elements and limited common elements appurtenant to said units.

Provided, however, that this Joinder is not to be construed as a waiver of priority of the Mortgage nor a waiver of any of the terms and conditions of the Mortgage or the Note or Notes which it secures nor does this Joinder affect the lien of the Mortgage as to any other lands encumbered by the Mortgage.

Signed in the presence of:

Linda Ibarra
First Witness
LINDA IBARRA
(Printed Name)

Virginia L. Baxter
Second Witness
VIRGINIA L. BAXTER
(Printed Name)

PENINSULA BANK

By: [Signature]
Printed Name: RICARDO SOLANO
Title: EXECUTIVE VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing was acknowledged before me this 8th day of AUGUST, 2006, by RICARDO SOLANO, as EVP of PENINSULA BANK. [] He is personally known to me, or [] has produced _____ as identification.

035071.0000/76

JENNIFER MCGREDE
Comm# DD0298162
Expires 3/9/2008
Bonded thru (800)432-4254
Florida Notary Assn., Inc

[Signature]
Notary Public
My Commission Expires: 3/9/08

#23



This instrument prepared by and should be returned to:
GARY A. KAHLE, Esquire
Farr, Farr, Emerich, Hackett and Carr, P.A.
99 Nesbit Street
Punta Gorda, FL 33950

**FIRST AMENDMENT TO THE DECLARATION OF
MAGDALENA GARDENS, A CONDOMINIUM**

WHEREAS, KC2 INVESTMENTS, L.L.C., a Florida limited liability company is the Developer of MAGDALENA GARDENS, A CONDOMINIUM as recorded in Official Record Book 3037 at Pages 1668 through 1740 of the Public Records of Charlotte County, Florida (hereinafter, the "Declaration") and the Condominium Plat thereof as recorded in Condominium Book 15, Pages 18A through 18I of the Public Records of Charlotte County, Florida (hereinafter, the "Condominium Plat"); and

WHEREAS, at the time of the recording of the Condominium Plat, Buildings 1, 2, 3, 7 and 8 in the condominium were substantially complete but Buildings 4, 5, 6, 9, 10, 11, 12, 13, 14 and 15 were not substantially complete;

WHEREAS, at the time of the recording of the Condominium Plat, the improvements in Phase II, consisting of a swimming pool and gazebo were not substantially complete; and

WHEREAS, Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, and the swimming pool and gazebo are now substantially complete;

NOW THEREFORE, the Declaration is hereby amended pursuant to the provisions of Section 718.104(3)(e) Florida Statutes to include the Surveyor's Certificate of Substantial Completion as set out in the Amended Condominium Plat recorded in Condominium Book 15 Page 23A through 23I, a true copy of which is attached as Exhibit A.

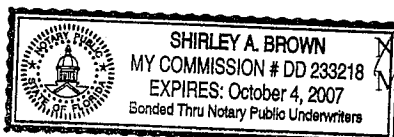
IN WITNESS WHEREOF, the Developer has executed this FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF MAGDALENA GARDENS, A CONDOMINIUM, this 18th day of OCTOBER, 2006.

[Signature] (Gary A. Kahle)
Witness
[Signature] (Shirley A. Brown)
Witness

DEVELOPER:
KC2 INVESTMENTS, L.L.C.,
a Florida limited liability company
By: [Signature]
VINCENZO LOMBARDI, Its Manager

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 18th day of October, 2006 by VINCENZO LOMBARDI, as Manager of KC2 INVESTMENTS, L.L.C. He is personally known to me or has produced his Florida driver's license as identification.



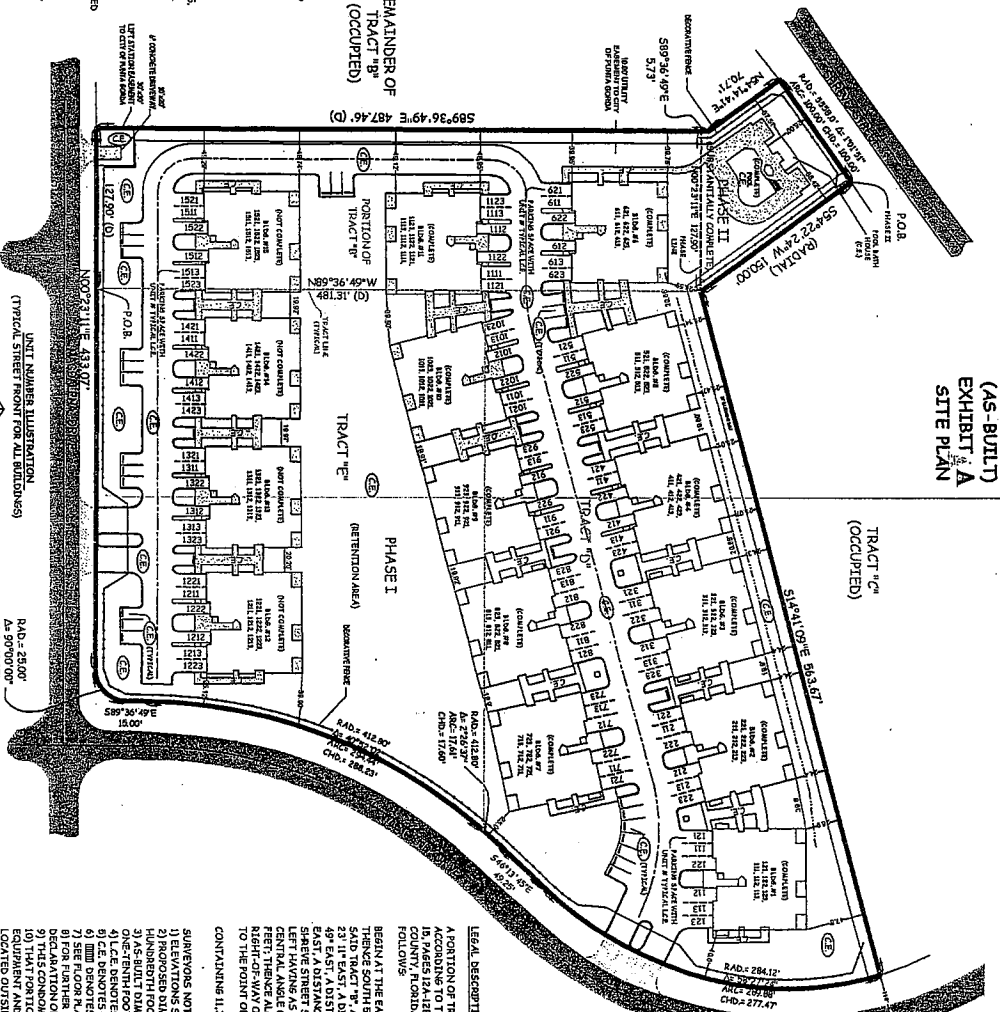
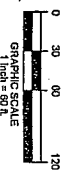
[Signature]
Notary Public
My Commission Expires:

MAGDALENA GARDENS, A CONDOMINIUM

A RESIDENTIAL CONDOMINIUM

(AS-BUILT)
EXHIBIT A
SITE PLAN

NORTH



LEGAL DESCRIPTION (PHASE II)
TRACTS D AND E OF PLATTA GORVA ISSUES SECTION 27, AS RECORDED IN PLAT BOOK 15 AT PAGES 124 & 125 OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, AND

A PORTION OF TRACT B OF PLATTA GORVA ISSUES SECTION 27, AS RECORDED IN PLAT BOOK 15 AT PAGES 124 & 125 OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SAID TRACT B, RUN N00°21'11"E ALONG THE WEST LINE OF SAID TRACT B FOR 127.00 FEET, THENCE S89°36'49"W FOR 487.16 FEET, THENCE S21°27'00"E TO THE POINT OF BEGINNING, ALONG THE ARC OF A CURVE TO THE LEFT OF RADIIUS 858.00 FEET (CLOCKWISE) WITH AN ARC BEARING OF 100.00 DEGREES, THENCE N00°21'11"E FOR 100.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

A PORTION OF TRACT 'B' PLATTA GORVA ISSUES SECTION 27, ACCORDING TO THE PUBLIC RECORDS IN CHARLOTTE COUNTY, FLORIDA, BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGIN AT THE EASTERN MOST CORNER OF SAID TRACT 'B', THENCE SOUTH 64° 22' 24" EAST, ALONG THE SOUTH LINE OF SAID TRACT 'B', A DISTANCE OF 180.00 FEET, THENCE NORTH 00° 21' 11" EAST, A DISTANCE OF 17.00 FEET, THENCE NORTH 41° 4' 41" EAST, A DISTANCE OF 17.00 FEET TO THE WEST RIGHT-OF-WAY OF SHARPE STREET, SAID POINT BEING A POINT ON A CURVE TO THE LEFT HAVING AS ELEMENTS A RADIIUS OF 858.00 FEET, A CENTRAL ANGLE OF 91° 01' 01" AND A CHORD LENGTH OF 100.00 FEET, THENCE ALONG ARC OF SAID CURVE AND THE WEST RIGHT-OF-WAY OF SHARPE STREET A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

PHASE I CONTAINS 7.11 ACRES MORE OR LESS.

SURVEYORS CERTIFICATE:
THIS CERTIFICATION, MADE THIS 17th DAY OF OCTOBER, 2006, BY THE UNDERSIGNED PROFESSIONAL SURVEYORS AND ENGINEERS, IS MADE PURSUANT TO THE REQUIREMENTS OF SECTION 718.04(2) OF THE FLORIDA STATUTES AND IN ACCORDANCE THEREWITH, THE UNDERSIGNED HEREBY CERTIFY AS FOLLOWS:

THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING BUILDINGS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 AND 11, TOGETHER WITH THE SHARPE FLOOR PLANS, THAT THIS MATERIAL, BEING THE SHARPE FLOOR PLANS, AND FLOOR PLANS, TOGETHER WITH THE PROVISIONS OF THE 15th ANNUAL REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND SO THAT THE IDENTIFICATION, LOCATION AND DIMENSION OF THE IMPROVEMENTS AND ALL OTHER IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, LOTS, DRIVEWAYS, UTILITY SERVICES, COMMON ELEMENT FACILITIES AND ACCESS TO THE UNITS CAN BE WITHIN BUILDINGS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 AND 11, AS SHOWN ON PHASE I, HAVE BEEN SUBSTANTIALLY COMPLETED.

THE UNDERSIGNED PARTNER CERTIFIES THE FOREGOING STATEMENTS TO BE TRUE AND CORRECT AND THAT THE SAME WERE PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPING ENGINEERS, CHAPTER 4, FLORIDA ADMINISTRATIVE CODE, PARSIMON TO SECTION 718.07(2), FLORIDA STATUTES.

DATE: THIS 17th DAY OF OCTOBER, 2006

W. J. STERLING, JR., P.E., S.E.
REGISTERED PROFESSIONAL SURVEYOR AND ENGINEER
STATE OF FLORIDA NO. 6144

UNIT NUMBER ILLUSTRATION
(TYPICAL STREET FRONT FOR ALL BUILDINGS)

UNIT #101	UNIT #102	UNIT #103	UNIT #104	UNIT #105
UNIT #106	UNIT #107	UNIT #108	UNIT #109	UNIT #110
UNIT #111	UNIT #112	UNIT #113	UNIT #114	UNIT #115
UNIT #116	UNIT #117	UNIT #118	UNIT #119	UNIT #120

NOTE: EACH SHEET OF THIS PLAT IS AN INTEGRAL PART THEREOF.

UNIT NUMBER ILLUSTRATION
(TYPICAL STREET FRONT FOR ALL BUILDINGS)

UNIT #101	UNIT #102	UNIT #103	UNIT #104	UNIT #105
UNIT #106	UNIT #107	UNIT #108	UNIT #109	UNIT #110
UNIT #111	UNIT #112	UNIT #113	UNIT #114	UNIT #115
UNIT #116	UNIT #117	UNIT #118	UNIT #119	UNIT #120

NOTE: EACH SHEET OF THIS PLAT IS AN INTEGRAL PART THEREOF.

UNIT NUMBER ILLUSTRATION
(TYPICAL STREET FRONT FOR ALL BUILDINGS)

UNIT #101	UNIT #102	UNIT #103	UNIT #104	UNIT #105
UNIT #106	UNIT #107	UNIT #108	UNIT #109	UNIT #110
UNIT #111	UNIT #112	UNIT #113	UNIT #114	UNIT #115
UNIT #116	UNIT #117	UNIT #118	UNIT #119	UNIT #120

NOTE: EACH SHEET OF THIS PLAT IS AN INTEGRAL PART THEREOF.

UNIT NUMBER ILLUSTRATION
(TYPICAL STREET FRONT FOR ALL BUILDINGS)

UNIT #101	UNIT #102	UNIT #103	UNIT #104	UNIT #105
UNIT #106	UNIT #107	UNIT #108	UNIT #109	UNIT #110
UNIT #111	UNIT #112	UNIT #113	UNIT #114	UNIT #115
UNIT #116	UNIT #117	UNIT #118	UNIT #119	UNIT #120

NOTE: EACH SHEET OF THIS PLAT IS AN INTEGRAL PART THEREOF.

UNIT NUMBER ILLUSTRATION
(TYPICAL STREET FRONT FOR ALL BUILDINGS)

UNIT #101	UNIT #102	UNIT #103	UNIT #104	UNIT #105
UNIT #106	UNIT #107	UNIT #108	UNIT #109	UNIT #110
UNIT #111	UNIT #112	UNIT #113	UNIT #114	UNIT #115
UNIT #116	UNIT #117	UNIT #118	UNIT #119	UNIT #120

NOTE: EACH SHEET OF THIS PLAT IS AN INTEGRAL PART THEREOF.

LEGAL DESCRIPTION (PHASE II)
A PORTION OF TRACT 'B' PLATTA GORVA ISSUES SECTION 27, ACCORDING TO THE PUBLIC RECORDS IN CHARLOTTE COUNTY, FLORIDA, BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGIN AT THE EASTERN MOST CORNER OF SAID TRACT 'B', THENCE SOUTH 64° 22' 24" EAST, ALONG THE SOUTH LINE OF SAID TRACT 'B', A DISTANCE OF 172.00 FEET, THENCE NORTH 00° 21' 11" EAST, A DISTANCE OF 17.00 FEET, THENCE NORTH 41° 4' 41" EAST, A DISTANCE OF 17.00 FEET TO THE WEST RIGHT-OF-WAY OF SHARPE STREET, SAID POINT BEING A POINT ON A CURVE TO THE LEFT HAVING AS ELEMENTS A RADIIUS OF 858.00 FEET, A CENTRAL ANGLE OF 91° 01' 01" AND A CHORD LENGTH OF 100.00 FEET, THENCE ALONG ARC OF SAID CURVE AND THE WEST RIGHT-OF-WAY OF SHARPE STREET, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.88 SQUARE FEET MORE OR LESS.

SURVEYORS NOTATIONS:
1) PROPOSED DIMENSIONS ARE BASED ON OWNERS' HAND-DRAWN DIMENSIONS AND SHOWN TO THE NEAREST ONE-HUNDRETH (0.01) ON ONE INCH.
2) AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE-HUNDRETH (0.01) ON ONE INCH.
3) C.E. DENOTES COMMON ELEMENTS.
4) C.E. DENOTES COMMON ELEMENTS.
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74) C.E. DENOTES COMMON ELEMENTS.
75) C.E. DENOTES COMMON ELEMENTS.
76) C.E. DENOTES COMMON ELEMENTS.
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83) C.E. DENOTES COMMON ELEMENTS.
84) C.E. DENOTES COMMON ELEMENTS.
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86) C.E. DENOTES COMMON ELEMENTS.
87) C.E. DENOTES COMMON ELEMENTS.
88) C.E. DENOTES COMMON ELEMENTS.
89) C.E. DENOTES COMMON ELEMENTS.
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91) C.E. DENOTES COMMON ELEMENTS.
92) C.E. DENOTES COMMON ELEMENTS.
93) C.E. DENOTES COMMON ELEMENTS.
94) C.E. DENOTES COMMON ELEMENTS.
95) C.E. DENOTES COMMON ELEMENTS.
96) C.E. DENOTES COMMON ELEMENTS.
97) C.E. DENOTES COMMON ELEMENTS.
98) C.E. DENOTES COMMON ELEMENTS.
99) C.E. DENOTES COMMON ELEMENTS.
100) C.E. DENOTES COMMON ELEMENTS.

THE PHOENIX SURVEYING COMPANY, INC.
CONSULTANTS • SURVEYORS • PLANNERS
17140 TOLDO BLVD. SUITE B, PORT CHARLOTTE, FL 33948
PH. (941) 684-4681 FAX. (941) 677-3148

JOB # 05-12-169

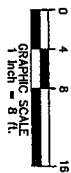
SHEET 1 OF 9

MAGDALENA GARDENS, A CONDOMINIUM

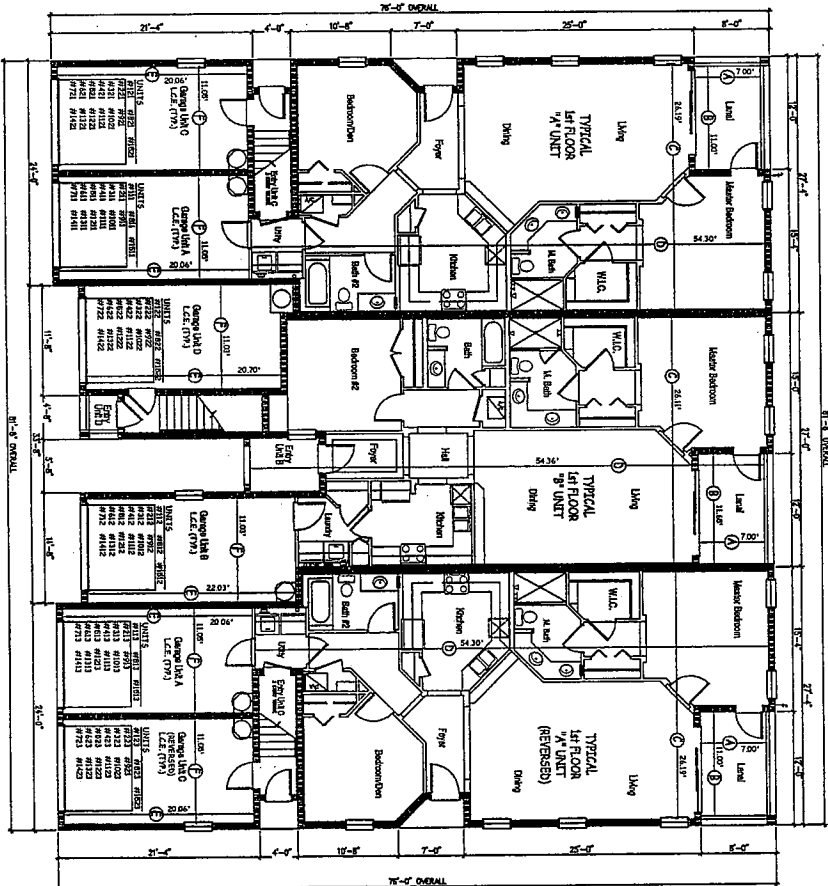
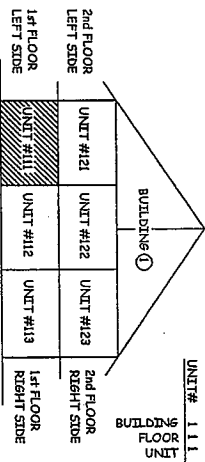
A RESIDENTIAL CONDOMINIUM

EXHIBIT A TYPICAL 1ST FLOOR PLAN

CONDOMINIUM BOOK _____ PAGE _____



UNIT NUMBER ILLUSTRATION
(TYPICAL STREET FRONT FOR ALL BUILDINGS)



Configuration Floor Plan
Units A/B and A reversed

- REVISIONS NOTATIONS:
- 1) REVISIONS SHOWN IN RED AND ON THE 1/2 UNIT SIDE.
 - 2) REVISIONS SHOWN IN GREEN TO THE REVERSE ONE-HALF UNIT SIDE ON ONE END.
 - 3) 1/2-UNIT DIMENSIONS ARE SHOWN TO THE NEAREST ONE-TENTH FOOT ONLY.
 - 4) L.S. SHOWS TYPICAL INTERIOR COMMON ELEMENTS.
 - 5) L.S. SHOWS TYPICAL INTERIOR WALL DIMENSIONS.
 - 6) DIMENSIONS FOR TYPICAL INTERIOR WALL DIMENSIONS.
 - 7) SEE FLOOR PLANS FOR TYPICAL INTERIOR WALL DIMENSIONS.
 - 8) DIMENSIONS FOR TYPICAL INTERIOR WALL DIMENSIONS.
 - 9) THE CONDOMINIUM IS NOT SUBSTANTIALLY COMPLETE.
 - 10) THE LOCATION OF THE HEATING/COOLING EQUIPMENT AND SYSTEM SHALL BE DETERMINED BY THE CONTRACTOR AT THE DISCRETION OF THE CONTRACTOR.
 - 11) THE LOCATION OF THE HEATING/COOLING EQUIPMENT AND SYSTEM SHALL BE DETERMINED BY THE CONTRACTOR AT THE DISCRETION OF THE CONTRACTOR.
 - 12) SEE ALL DIMENSIONS AND UNITS WITHIN THIS CONDOMINIUM.

- NOTE:
- 1) SEE SHEETS 7, 8 & 9 FOR 1/2-UNIT DIMENSIONS.
 - 2) EACH SHEET OF THIS PLAN IS AN INDIVIDUAL PLAN THEREOF.

THE HOBBS SINGERS COMPANY, INC.

CONSULTANTS • ARCHITECTS • PLANNERS

1740 TEXAS BLVD. SUITE 1, FORT CHARLIE, IL, 60424

TEL: (815) 628-2400

FAX: (815) 628-2414

SHEET 3 OF 9

JOB # 05-12109

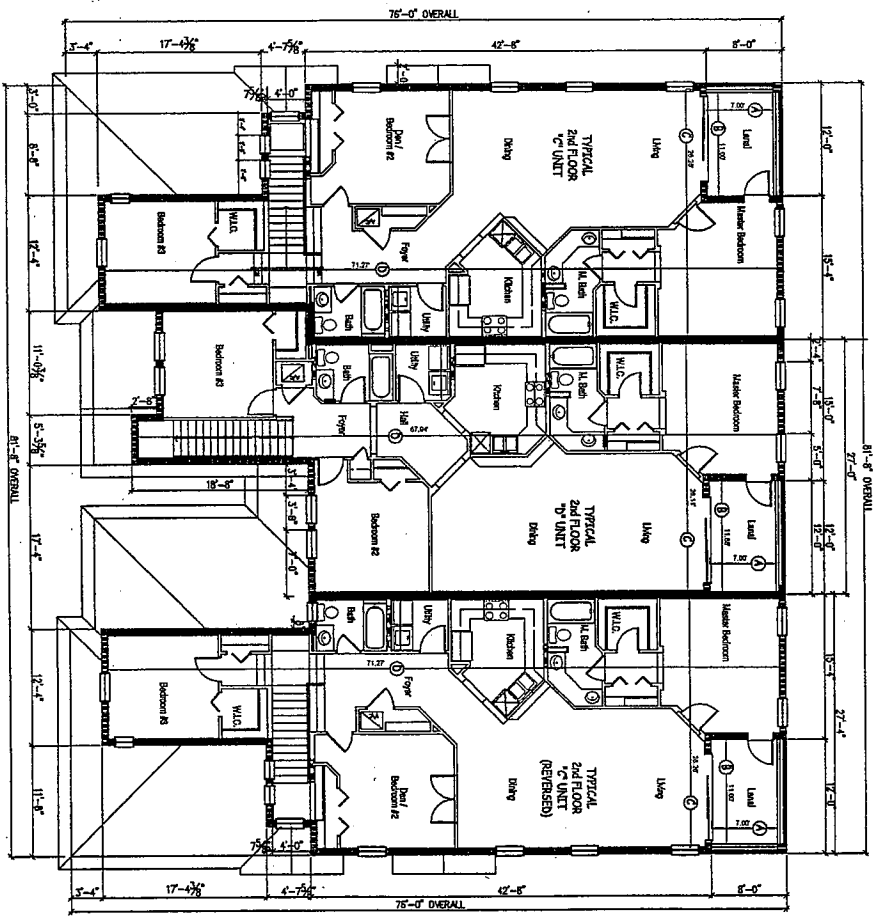
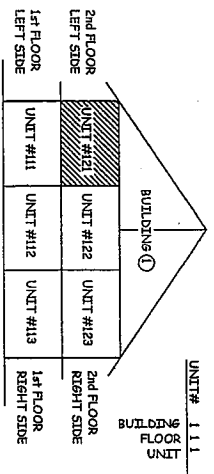
MAGDALENA GARDENS, A CONDOMINIUM

A RESIDENTIAL CONDOMINIUM

EXHIBIT - A TYPICAL 2ND FLOOR PLAN



UNIT NUMBER ILLUSTRATION
(TYPICAL STREET FRONT FOR ALL BUILDINGS)



Configuration Floor Plan
Units C/D and C reversed

NOTE
1) SEE SHEETS 7 & 8 FOR AS-BUILT DIMENSIONS.
2) EACH SHEET OF THIS PLAN IS AN INDIVIDUAL UNIT THEREOF.

AMERICAN NOTATIONS:
1) DIMENSIONS SHOWN HEREON ARE BASED ON U.S.A. FEET AND INCHES UNLESS OTHERWISE SPECIFIED.
2) DIMENSIONS SHOWN IN METERS ARE SHOWN TO THE NEAREST ONE HUNDREDTH FOOT OR ONE INCH.
3) AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE-TENTH FOOT (10').
4) L&E SHOWS LIMITED COMMON ELEMENTS.
5) COMMON ELEMENTS ARE SHOWN WITH A DOTTED LINE.
6) DIMENSIONS AND NOTES FOR COMMON ELEMENTS ARE SHOWN WITH A DOTTED LINE.
7) SEE FLOOR PLANS FOR TYPICAL INTERIOR WALL THICKNESSES.
8) FOR FURTHER DEFINITION OF ELEMENTS REFER TO THE REGULATION OF CONDOMINIUMS.
9) DIMENSIONS SHOWN ARE NOT SUBSTANTIALLY COMPLETE.
10) THAT PORTION OF THE HEATING/AC CONDITIONING EQUIPMENT AND SYSTEM SERVICE A CERTAIN UNIT AND IS LOCATED OUTSIDE OF THE FOOTPRINT OF THAT UNIT ARE CONSIDERED COMMON ELEMENTS TO THE ENTIRE PROJECT.
11) WALLS TO ALL BUILDINGS AND UNITS WITHIN THIS CONDOMINIUM.

THE PHOENIX SURVEYING COMPANY, INC.
CONSULTANTS - SURVEYORS - PLANNERS
1760 TILDEN BLVD. SUITE 1, FORT CHAUDON, FL 32948
PH: (813) 281-4801
FAX: (813) 281-6114
SHEET 4 OF 9

309 # 05-12189

MAGDALENA GARDENS, A CONDOMINIUM

A RESIDENTIAL CONDOMINIUM

EXHIBIT A

AS-BUILT DIMENSIONS

PHASE 1 AS-BUILT BUILDING #1			PHASE 1 AS-BUILT BUILDING #2			PHASE 1 AS-BUILT BUILDING #3		
Building #1	Unit #111	Unit #112	Building #2	Unit #211	Unit #212	Building #3	Unit #311	Unit #312
Proposed	Proposed	As-built	Proposed	Proposed	As-built	Proposed	Proposed	As-built
A	7'00"	7'2"	A	7'00"	7'2"	A	7'00"	7'2"
B	11'00"	11'6"	B	11'00"	11'6"	B	11'00"	11'6"
C	28'10"	28'0"	C	28'11"	28'0"	C	28'10"	28'0"
D	54'30"	54'2"	D	54'30"	54'2"	D	54'30"	54'2"
E	20'06"	20'2"	E	20'06"	20'0"	E	20'06"	20'0"
F	11'05"	11'0"	F	11'05"	11'0"	F	11'05"	11'0"
BUILDING #1			BUILDING #2			BUILDING #3		
Proposed	Proposed	As-built	Proposed	Proposed	As-built	Proposed	Proposed	As-built
A	7'00"	7'2"	A	7'00"	7'2"	A	7'00"	7'2"
B	11'00"	11'6"	B	11'00"	11'6"	B	11'00"	11'6"
C	28'10"	28'0"	C	28'11"	28'0"	C	28'10"	28'0"
D	54'30"	54'2"	D	54'30"	54'2"	D	54'30"	54'2"
E	20'06"	20'2"	E	20'06"	20'0"	E	20'06"	20'0"
F	11'05"	11'0"	F	11'05"	11'0"	F	11'05"	11'0"
BUILDING #1			BUILDING #2			BUILDING #3		
Proposed	Proposed	As-built	Proposed	Proposed	As-built	Proposed	Proposed	As-built
A	7'00"	7'2"	A	7'00"	7'2"	A	7'00"	7'2"
B	11'00"	11'6"	B	11'00"	11'6"	B	11'00"	11'6"
C	28'11"	28'0"	C	28'11"	28'0"	C	28'11"	28'0"
D	54'30"	54'2"	D	54'30"	54'2"	D	54'30"	54'2"
E	20'06"	20'2"	E	20'06"	20'0"	E	20'06"	20'0"
F	11'05"	11'0"	F	11'05"	11'0"	F	11'05"	11'0"

- GENERAL NOTATIONS:**
- 1) DIMENSIONS SHOWN ARE IN FEET AND INCHES.
 - 2) PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST ONE-HUNDREDTH (0.01) OF AN INCH.
 - 3) AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE-EIGHTH (0.125) OF AN INCH.
 - 4) DIMENSIONS SHOWN IN PARENTHESES ARE COMMON ELEMENTS.
 - 5) CE DENOTES COMMON ELEMENTS.
 - 6) DBOT DENOTES PARAMETRIC WALL DIMENSIONS.
 - 7) SEE FLOOR PLANS FOR TYPICAL INTERIOR WALL DIMENSIONS.
 - 8) DIMENSIONS FOR COMMON ELEMENTS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 - 9) THIS CONDOMINIUM IS NOT SUBSTANTIALLY COMPLETE EQUIPMENT AND SYSTEM SERVING A CERTAIN UNIT AND IS NOT TO BE CONSIDERED LIMITED COMMON ELEMENTS TO THE UNIT IT SERVES (TYPICAL TO ALL BUILDINGS AND UNITS WITHIN THE CONDOMINIUM).

JOB # 05-12169

THE PHOENIX SURVEYING COMPANY, INC.
 CONSULTANTS • SURVEYORS • PLANNERS
 17840 TOLSON BLVD. BLDG. B, FORT CHARLOTTE, FL 38946
 PH. (941) 559-4801 FAX. (941) 527-5148
 SHEET 7 OF 9

NOTE: EACH SHEET OF THIS PLAT IS AN INTEGRAL PART THEREOF.

MAGDALENA GARDENS, A CONDOMINIUM

A RESIDENTIAL CONDOMINIUM

EXHIBIT A AS-BUILT DIMENSIONS

PHASE 1 AS-BUILT BUILDING #6				PHASE 1 AS-BUILT BUILDING #9				PHASE 1 AS-BUILT BUILDING #7				PHASE 1 AS-BUILT BUILDING #8				PHASE 1 AS-BUILT BUILDING #10			
BUILDING #	UNIT #	PROPOSED	AS-BUILT	BUILDING #	UNIT #	PROPOSED	AS-BUILT	BUILDING #	UNIT #	PROPOSED	AS-BUILT	BUILDING #	UNIT #	PROPOSED	AS-BUILT	BUILDING #	UNIT #	PROPOSED	AS-BUILT
A	7.00	7.00	7.00	A	7.00	7.00	7.00	A	7.00	7.00	7.00	A	7.00	7.00	7.00	A	7.00	7.00	7.00
B	11.00	11.00	11.00	B	11.00	11.00	11.00	B	11.00	11.00	11.00	B	11.00	11.00	11.00	B	11.00	11.00	11.00
C	28.10	28.10	28.10	C	28.10	28.10	28.10	C	28.10	28.10	28.10	C	28.10	28.10	28.10	C	28.10	28.10	28.10
D	54.30	54.30	54.30	D	54.30	54.30	54.30	D	54.30	54.30	54.30	D	54.30	54.30	54.30	D	54.30	54.30	54.30
E	20.00	20.00	20.00	E	20.00	20.00	20.00	E	20.00	20.00	20.00	E	20.00	20.00	20.00	E	20.00	20.00	20.00
F	11.00	11.00	11.00	F	11.00	11.00	11.00	F	11.00	11.00	11.00	F	11.00	11.00	11.00	F	11.00	11.00	11.00

- 1) DIMENSIONS SHOWN HEREON ARE BASED ON AS-BUILT DIMENSIONS TO THE NEAREST ONE-HUNDREDTH (0.01) OF AN INCH.
- 2) AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE-TENTH FOOT (0.1).
- 3) DIMENSIONS FOR COMMON ELEMENTS ARE SHOWN TO THE NEAREST ONE-TENTH FOOT (0.1).
- 4) DIMENSIONS FOR COMMON ELEMENTS ARE SHOWN TO THE NEAREST ONE-TENTH FOOT (0.1).
- 5) DIMENSIONS FOR COMMON ELEMENTS ARE SHOWN TO THE NEAREST ONE-TENTH FOOT (0.1).
- 6) DIMENSIONS FOR COMMON ELEMENTS ARE SHOWN TO THE NEAREST ONE-TENTH FOOT (0.1).
- 7) SEE FLOOR PLANS FOR TYPICAL INTERIOR WALL DIMENSIONS.
- 8) FOR FURTHER DEFINITION OF ELEMENTS REFER TO THE RELEVANT CONDOMINIUM DOCUMENTS.
- 9) THE CONDOMINIUM IS NOT SUBSTANTIALLY COMPLETE EQUIPMENT AND SYSTEM SERVING A CERTAIN UNIT AND IS LOCATED OUTSIDE OF THE BOUNDARIES OF THAT UNIT AND IS NOT PART OF THE UNIT.
- 10) THE CONDOMINIUM IS NOT SUBSTANTIALLY COMPLETE EQUIPMENT AND SYSTEM SERVING A CERTAIN UNIT AND IS LOCATED OUTSIDE OF THE BOUNDARIES OF THAT UNIT AND IS NOT PART OF THE UNIT.
- 11) DIMENSIONS FOR COMMON ELEMENTS ARE SHOWN TO THE NEAREST ONE-TENTH FOOT (0.1).
- 12) DIMENSIONS FOR COMMON ELEMENTS ARE SHOWN TO THE NEAREST ONE-TENTH FOOT (0.1).
- 13) DIMENSIONS FOR COMMON ELEMENTS ARE SHOWN TO THE NEAREST ONE-TENTH FOOT (0.1).
- 14) DIMENSIONS FOR COMMON ELEMENTS ARE SHOWN TO THE NEAREST ONE-TENTH FOOT (0.1).
- 15) DIMENSIONS FOR COMMON ELEMENTS ARE SHOWN TO THE NEAREST ONE-TENTH FOOT (0.1).

NOTE: EACH SHEET OF THIS PLAN IS AN INTEGRAL PART HEREOF.

THE PHOENIX SURVEYING COMPANY, INC.
 CONSULTANTS * SURVEYORS * PLANNERS
 1740 TOLSON BLVD N.W., SUITE B, FORT COLLINS, CO. 80504
 PH: (970) 589-4801 FAX: (970) 589-4804
 JOB # 05-12165
 SHEET 8 OF 9

MAGDALENA GARDENS, A CONDOMINIUM

A RESIDENTIAL CONDOMINIUM

EXHIBIT A

AS-BUILT DIMENSIONS

PHASE 1 ASBUILT BUILDING #11			PHASE 1 ASBUILT BUILDING #12			PHASE 1 ASBUILT BUILDING #13		
Dimension	Proposed	As-Built	Dimension	Proposed	As-Built	Dimension	Proposed	As-Built
BUILDING #11			BUILDING #12			BUILDING #13		
UNIT #1111			UNIT #1211			UNIT #1311		
A	7.00'	7.00'	A	7.00'	7.00'	A	7.00'	7.00'
B	11.00'	11.00'	B	11.00'	11.00'	B	11.00'	11.00'
C	28.10'	28.10'	C	28.11'	28.11'	C	28.11'	28.11'
D	54.30'	54.30'	D	54.30'	54.30'	D	54.30'	54.30'
E	20.00'	20.00'	E	20.00'	20.00'	E	20.00'	20.00'
F	11.00'	11.00'	F	11.00'	11.00'	F	11.00'	11.00'
UNIT #1112			UNIT #1212			UNIT #1312		
A	7.00'	7.00'	A	7.00'	7.00'	A	7.00'	7.00'
B	11.00'	11.00'	B	11.00'	11.00'	B	11.00'	11.00'
C	28.10'	28.10'	C	28.10'	28.10'	C	28.10'	28.10'
D	54.30'	54.30'	D	54.30'	54.30'	D	54.30'	54.30'
E	20.00'	20.00'	E	20.00'	20.00'	E	20.00'	20.00'
F	11.00'	11.00'	F	11.00'	11.00'	F	11.00'	11.00'
UNIT #1121			UNIT #1221			UNIT #1321		
A	7.00'	7.00'	A	7.00'	7.00'	A	7.00'	7.00'
B	11.00'	11.00'	B	11.00'	11.00'	B	11.00'	11.00'
C	28.10'	28.10'	C	28.10'	28.10'	C	28.10'	28.10'
D	54.30'	54.30'	D	54.30'	54.30'	D	54.30'	54.30'
E	20.00'	20.00'	E	20.00'	20.00'	E	20.00'	20.00'
F	11.00'	11.00'	F	11.00'	11.00'	F	11.00'	11.00'
UNIT #1122			UNIT #1222			UNIT #1322		
A	7.00'	7.00'	A	7.00'	7.00'	A	7.00'	7.00'
B	11.00'	11.00'	B	11.00'	11.00'	B	11.00'	11.00'
C	28.10'	28.10'	C	28.10'	28.10'	C	28.10'	28.10'
D	54.30'	54.30'	D	54.30'	54.30'	D	54.30'	54.30'
E	20.00'	20.00'	E	20.00'	20.00'	E	20.00'	20.00'
F	11.00'	11.00'	F	11.00'	11.00'	F	11.00'	11.00'
UNIT #1123			UNIT #1223			UNIT #1323		
A	7.00'	7.00'	A	7.00'	7.00'	A	7.00'	7.00'
B	11.00'	11.00'	B	11.00'	11.00'	B	11.00'	11.00'
C	28.10'	28.10'	C	28.10'	28.10'	C	28.10'	28.10'
D	54.30'	54.30'	D	54.30'	54.30'	D	54.30'	54.30'
E	20.00'	20.00'	E	20.00'	20.00'	E	20.00'	20.00'
F	11.00'	11.00'	F	11.00'	11.00'	F	11.00'	11.00'

- GAUGES NOTATIONS:
- 1) RELATIONS SHOWN HEREON ARE BASED ON N.A.S.D.
 - 2) PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST ONE-HUNDREDTH FOOT (0.01) OR ONE INCH.
 - 3) AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE-HUNDREDTH FOOT (0.01) OR ONE INCH.
 - 4) CE DENOTES COMMON ELEMENTS.
 - 5) DIM DENOTES PARAMETRICAL WALLS WHICH ARE TO BE CONSIDERED COMMON ELEMENTS.
 - 6) DIM DENOTES PARAMETRICAL WALLS WHICH ARE TO BE CONSIDERED COMMON ELEMENTS.
 - 7) DIM DENOTES PARAMETRICAL WALLS WHICH ARE TO BE CONSIDERED COMMON ELEMENTS.
 - 8) DIM DENOTES PARAMETRICAL WALLS WHICH ARE TO BE CONSIDERED COMMON ELEMENTS.
 - 9) THIS CONDOMINIUM IS NOT SUBSTANTIALLY COMPLETE.
 - 10) THAT PORTION OF THE HERETOFORER DESCRIBED CONDOMINIUM LOCATED OUTSIDE OF THE BOUNDARIES OF THAT UNIT ARE CONSIDERED LIMITED COMMON ELEMENTS TO THE UNIT'S SERVICES (TYPICAL TO ALL BUILDINGS AND UNITS WITHIN THIS CONDOMINIUM).

NOTE: EACH SHEET OF THIS PLAT IS AN INTEGRAL PART THEREOF.

THE PHOENIX SURVEYING COMPANY, INC.
 CONSULTANTS • SURVEYORS • PLANNERS
 1740 TEXAS BLVD., SUITE B, FORT CHARLOTTE, FL 34646
 PH. (941) 657-4801

Rec Fee. \$35.50

This instrument prepared by and should be returned to:
GARY A. KAHLE, Esquire
Farr, Farr, Emerich, Hackett and Carr, P.A.
99 Nesbit Street
Punta Gorda, FL 33950

#23 2006



BARBARA T. SCOTT, CLERK, CHARLOTTE COUNTY
OR BOOK 3083, PGS 34-37 4 pg(s)
INSTR # 1620703
Doc Type CND, Recorded 12/14/2006 at 08:14 AM
Rec. Fee: \$35.50
Cashiered By: NANCYLA Doc. #:1

**SECOND AMENDMENT TO THE DECLARATION OF
MAGDALENA GARDENS, A CONDOMINIUM**

WHEREAS, KC2 INVESTMENTS, L.L.C., a Florida limited liability company is the Developer of MAGDALENA GARDENS, A CONDOMINIUM as recorded in Official Record Book 3037 at Pages 1668 through 1740 of the Public Records of Charlotte County, Florida, as amended by First Amendment to the Declaration recorded in O.R. Book 3055, Pages 528 through 537 (hereinafter, the "Declaration") and the Condominium Plat thereof as recorded in Condominium Book 15, Pages 18A through 18I, and the Amended Condominium Plat recorded in Condominium Book 15, Pages 23A through 23I of the Public Records of Charlotte County, Florida (hereinafter, the "Condominium Plat"); and

WHEREAS, the Developer wishes to submit Phase II as described in the Declaration to condominium ownership.

NOW THEREFORE, the Declaration is hereby amended as follows:

The Developer states and declares that it is the owner of the fee simple title in and to the real property in Charlotte County described in the attached Exhibit "A" and described in the Declaration as Phase II and does hereby submit said real property to condominium ownership pursuant to the Condominium Act and the terms and provisions of the Declaration.

Phase II consists of a swimming pool and gazebo and accordingly no additional units are submitted by this Amendment and there shall be no change in the undivided share in the Common Elements or Common Expenses appurtenant to each Unit as a result of this Amendment.

IN WITNESS WHEREOF, the Developer has executed this SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF MAGDALENA GARDENS, A CONDOMINIUM, this 31st day of October, 2006.

Witness
Gloria C. Jones
Witness

DEVELOPER:
KC2 INVESTMENTS, L.L.C.,
a Florida limited liability company
By:
VINCENZO LOMBARDI, Its Manager

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 31 day of October, 2006 by VINCENZO LOMBARDI, as Manager of KC2 INVESTMENTS, L.L.C. He is personally known to me or has produced his Florida driver's license as identification.



Notary Public
My Commission Expires:

035071.0000.87
10/19/06

EXHIBIT "A"

LEGAL DESCRIPTION

PHASE II

A PORTION OF TRACT "B", PUNTA GORDA ISLES, SECTION 27, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 12A-12B, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGIN AT THE EASTERN MOST CORNER OF SAID TRACT "B"; THENCE SOUTH 54°22'24" WEST, ALONG THE SOUTH LINE OF SAID TRACT "B", A DISTANCE OF 150.00 FEET; THENCE NORTH 00°23'11" EAST A DISTANCE OF 127.90 FEET; THENCE SOUTH 89°36'49" EAST, A DISTANCE OF 5.73 FEET; THENCE NORTH 54°14'41" EAST, A DISTANCE OF 70.71 FEET TO THE WEST RIGHT-OF-WAY OF SHREVE STREET SAID POINT BEING A POINT ON A CURVE TO THE LEFT HAVING AS ELEMENTS, A RADIUS OF 5,558.00 FEET, A CENTRAL ANGLE OF 01°01'51" AND A CHORD LENGTH OF 100.00 FEET; THENCE ALONG ARC OF SAID CURVE AND THE WEST RIGHT-OF-WAY OF SHREVE STREET, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,365 SQUARE FEET MORE OR LESS.

THIS INSTRUMENT PREPARED BY:
Gary A. Kahle
Farr, Farr Emerich, Hackett and Carr, P.A.
99 Nesbit Street
Punta Gorda, FL 33950
(941) 639-1158

JOINDER OF MORTGAGEE

PENINSULA BANK, hereinafter referred to as "Mortgagee", is the owner and holder of that certain Mortgage dated March 28, 2005 and recorded on March 31, 2005 in Official Records Book 2669, Page 1925, and Consolidation and Modification of Promissory Notes and Mortgage, Receipt for Future Advance and Spreader Agreement dated June 26, 2006 and recorded on June 30, 2006 in O.R. Book 2995, Page 78, both of the Public Records of Charlotte County, Florida (the "Mortgage") hereby joins in and consents to the Second Amendment to the Declaration of Condominium of MAGDALENA GARDENS, a Condominium, to which this Joinder is attached and agrees that the lien of the Mortgage, as to the lands described in said Second Amendment, shall be upon the units of MAGDALENA GARDENS, a Condominium described as follows:

Units 111, 112, 113, 121, 122, 123, Building 1; Units 211, 212, 213, 221, 222, 223, Building 2; Units 311, 312, 313, 321, 322, 323, Building 3; Units 411, 412, 413, 421, 422, 423, Building 4; Units 511, 512, 513, 521, 522, 523, Building 5; Units 611, 612, 613, 621, 622, 623, Building 6; Units 711, 712, 713, 721, 722, 723, Building 7; Units 811, 812, 813, 821, 822, 823, Building 8; Units 911, 912, 913, 921, 922, 923, Building 9; Units 1011, 1012, 1013, 1021, 1022, 1023, Building 10; Units 1111, 1112, 1113, 1121, 1122, 1123, Building 11; Units 1211, 1212, 1213, 1221, 1222, 1223, Building 12; Units 1311, 1312, 1313, 1321, 1322, 1323, Building 13; Units 1411, 1412, 1413, 1421, 1422, 1423, Building 14; and Units 1511, 1512, 1513, 1521, 1522, 1523, Building 15 of MAGDALENA GARDENS, a Condominium according to the Declaration thereof as recorded in O.R. Book 3037, Page 1668, et seq., as amended in O.R. Book 3055, Page 528 et seq., and the Condominium Plat as recorded in Condominium Book 15, Pages 18A thru 18I as amended in Condominium Book 15, Pages 23A through 12I, all of the Public Records of Charlotte County, Florida, together with the common elements and limited common elements appurtenant to said units.

Provided, however, that this Joinder is not to be construed as a waiver of priority of the Mortgage nor a waiver of any of the terms and conditions of the Mortgage or the Note or Notes which it secures nor does this Joinder affect the lien of the Mortgage as to any other lands encumbered by the Mortgage.

Signed in the presence of:

Linda Harra

First Witness

LINDA ILARIA
(Printed Name)

Carolyn Bistline

Second Witness

CAROLYN BISTLINE
(Printed Name)

PENINSULA BANK

By: [Signature]
Printed Name: RICARDO SOLANO
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing was acknowledged before me this 3rd day of November, 2006, by RICARDO SOLANO, as PRESIDENT of PENINSULA BANK.
[] He is personally known to me, or [] has produced _____ as identification.

JENNIFER MCGREDE
Comm# DD0298162
Expires 3/9/2008
Bonded thru (800)432-4254
Florida Notary Assn., Inc

[Signature]
Notary Public
My Commission Expires:

✓
23
★

This instrument prepared by and should be returned to:
GARY A. KAHLE, Esquire
Farr, Farr, Emerich, Hackett and Carr, P.A.
99 Nesbit Street
Punta Gorda, FL 33950

**THIRD AMENDMENT TO THE DECLARATION OF
MAGDALENA GARDENS, A CONDOMINIUM**

WHEREAS, KC2 INVESTMENTS, L.L.C., a Florida limited liability company is the Developer of MAGDALENA GARDENS, A CONDOMINIUM as recorded in Official Record Book 3037 at Pages 1668 through 1740 of the Public Records of Charlotte County, Florida, as amended by First Amendment to the Declaration recorded in O.R. Book 3055, Pages 528 through 537 and as further amended by Second Amendment to the Declaration recorded in O.R. Book 3083, Pages 34 through 37 (hereinafter, the "Declaration") and the Condominium Plat thereof as recorded in Condominium Book 15, Pages 18A through 18I, and the Amended Condominium Plat recorded in Condominium Book 15, Pages 23A through 23I and Condominium Book N/A, Pages N/A through N/A, of the Public Records of Charlotte County, Florida; and

WHEREAS, at the time of the recording of the Condominium Plat, and the Amended Condominium Plat all of the improvements were not substantially complete; and

WHEREAS, all of the improvements are now substantially complete;

NOW THEREFORE, the Declaration is hereby amended pursuant to the provisions of Section 718.104(3)(e) Florida Statutes to include the Surveyor's Certificate of Substantial Completion as set out in the Amended Condominium Plat recorded in Condominium Book 16 Page 7A through 7I, a true copy of which is attached as Exhibit A.

IN WITNESS WHEREOF, the Developer has executed this THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF MAGDALENA GARDENS, A CONDOMINIUM, this 14th day of December, 2006.

DEVELOPER:

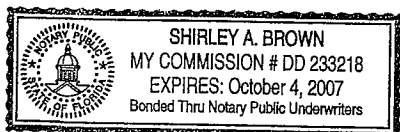
KC2 INVESTMENTS, L.L.C.,
a Florida limited liability company

By: [Signature]
VINCENZO LOMBARDI, Its Manager

[Signature]
Witness
[Signature]
Witness

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 14th day of December, 2006 by VINCENZO LOMBARDI, as Manager of KC2 INVESTMENTS, L.L.C. He is personally known to me or has produced his Florida driver's license as identification.

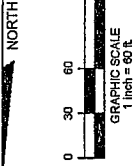


[Signature]
Notary Public
My Commission Expires:

MAGDALENA GARDENS, A CONDOMINIUM

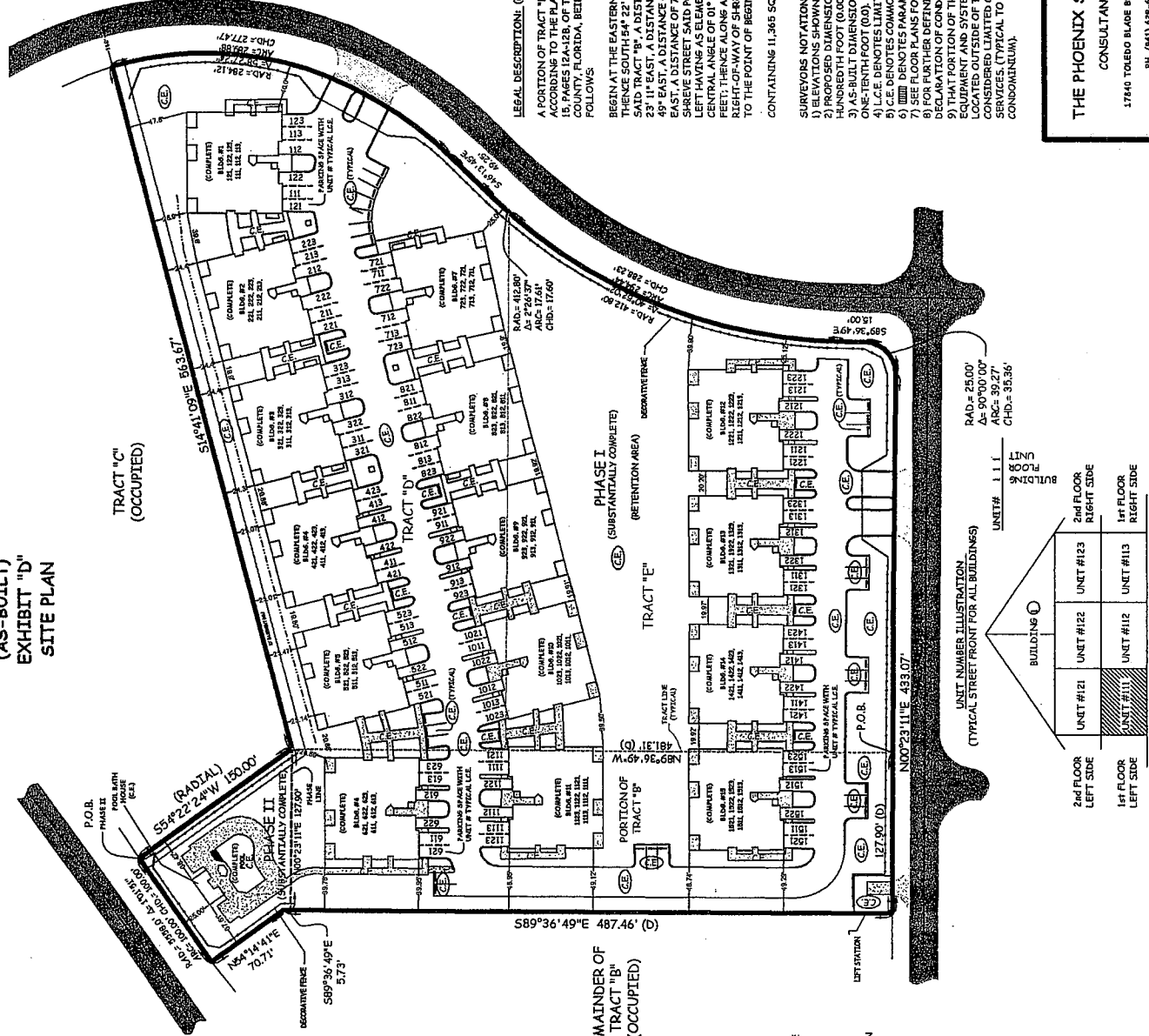
A RESIDENTIAL CONDOMINIUM

CONDOMINIUM BOOK PAGE 16



EXHIBIT

A



LEGAL DESCRIPTION: (PHASE I)
 TRACTS D AND E OF PUNTA GORDA ISLES SECTION 27, AS RECORDED IN PLAT BOOK 15 AT PAGES 12A & 12B OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

AND
 A PORTION OF TRACT B OF PUNTA GORDA ISLES SECTION 27, AS RECORDED IN PLAT BOOK 15 AT PAGES 12A & 12B OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SAID TRACT BRUN 127.90 FEET; THENCE S89°34'49"E FOR 487.46 FEET; THENCE N54°14'41"E FOR 70.71 FEET TO THE EAST LINE OF SAID TRACT B BEING A POINT ON AN ARC; THENCE ALONG THE ARC OF A CURVE TO THE LEFT OF RADIUS 589.00 FEET TO A POINT ON SAID EAST LINE; THENCE S84°22'44"W RADIAL FOR 100.00 FEET TO THE SOUTH LINE OF SAID TRACT B; THENCE N89°34'49"W ALONG SAID SOUTH-LINE FOR 481.31 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:
 A PORTION OF TRACT 'B', PUNTA GORDA ISLES, SECTION 27, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 12A-12B, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGIN AT THE EASTERN MOST CORNER OF SAID TRACT 'B', THENCE SOUTH 84° 22' 24" WEST, ALONG THE SOUTHLINE OF SAID TRACT 'B', A DISTANCE OF 160.00 FEET; THENCE NORTH 00° 23' 11" EAST, A DISTANCE OF 127.90 FEET; THENCE SOUTH 89° 36' 49" EAST, A DISTANCE OF 57.3 FEET; THENCE NORTH 54° 14' 41" EAST, A DISTANCE OF 70.71 FEET TO THE WEST RIGHT-OF-WAY OF SHREVE STREET SAID POINT BEING A POINT ON A CURVE TO THE LEFT HAVING AS ELEMENTS, A RADIUS OF 589.00 FEET, A CENTRAL ANGLE OF 01° 01' 01" AND A CHORD LENGTH OF 100.00 FEET; THENCE ALONG ARC OF SAID CURVE AND THE RIGHT-OF-WAY OF SHREVE STREET, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

PHASE I CONTAINS 5.71 ACRES MORE OR LESS.

SURVEYORS CERTIFICATE:
 THIS CERTIFICATION, MADE THIS 14th DAY OF DECEMBER, 2006, BY THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, AND IS MADE PURSUANT TO THE REQUIREMENTS OF SECTION 718.04(6) OF THE FLORIDA STATUTES AND IN ACCORDANCE THEREWITH, THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

THE CONSTRUCTION OF THE IMPROVEMENTS CONSTITUTING PHASE I, AND PHASE II OF MAGDALENA GARDENS, A CONDOMINIUM, ARE SUBSTANTIALLY COMPLETE AND THAT THIS MATERIAL, BEING THE SURVEY, FLOOR PLANS, AND PLOT PLAN, TOGETHER WITH THE PROVISIONS OF THIS DECLARATION, THESE RESOLUTIONS OF THE CONDOMINIUM BOARD AND DIMENSIONS OF THE IMPROVEMENTS AND SO THAT THE IDENTIFICATION, LOCATION AND DIMENSION OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

THE UNDERSIGNED FURTHER CERTIFIES THE FOREGOING SURVEY AND DESCRIPTIONS SHOW THE COMMON ELEMENTS, RESERVATIONS FOR LAND SERVING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61617-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 477.17, FLORIDA STATUTES.

DATED THIS 14th DAY OF DECEMBER 2006
 R.J. STRICKLAND, JR., P.S.M.
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA, NO. 6144

LEGAL DESCRIPTION: (PHASE II)
 A PORTION OF TRACT 'B', PUNTA GORDA ISLES, SECTION 27, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 12A-12B, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGIN AT THE EASTERN MOST CORNER OF SAID TRACT 'B', THENCE SOUTH 84° 22' 24" WEST, ALONG THE SOUTHLINE OF SAID TRACT 'B', A DISTANCE OF 160.00 FEET; THENCE NORTH 00° 23' 11" EAST, A DISTANCE OF 127.90 FEET; THENCE SOUTH 89° 36' 49" EAST, A DISTANCE OF 57.3 FEET; THENCE NORTH 54° 14' 41" EAST, A DISTANCE OF 70.71 FEET TO THE WEST RIGHT-OF-WAY OF SHREVE STREET SAID POINT BEING A POINT ON A CURVE TO THE LEFT HAVING AS ELEMENTS, A RADIUS OF 589.00 FEET, A CENTRAL ANGLE OF 01° 01' 01" AND A CHORD LENGTH OF 100.00 FEET; THENCE ALONG ARC OF SAID CURVE AND THE WEST RIGHT-OF-WAY OF SHREVE STREET, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,365 SQUARE FEET MORE OR LESS.

SURVEYORS NOTATIONS:
 1) ELEVATIONS SHOWN HEREON ARE BASED ON NVD.
 2) PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST ONE-HUNDRETH FOOT (0.00) OR ONE-TENTH.
 3) AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE-TENTH FOOT (0.0).
 4) L.C.E. DENOTES LIMITED COMMON ELEMENTS.
 5) C.E. DENOTES COMMON ELEMENTS.
 6) B.U. DENOTES BUILDING UTILITIES (E.G. WATER, GAS, SEWER, ETC.).
 7) FOR FURTHER DEFINITION OF ELEMENTS REFER TO THE DECLARATION OF CONDOMINIUMS.
 8) THAT PORTION OF THE HEATING/AIR CONDITIONING EQUIPMENT AND SYSTEM SERVING A CERTAIN UNIT AND IS LOCATED OUTSIDE OF THE BOUNDARIES OF THAT UNIT ARE CONSIDERED LIMITED COMMON ELEMENTS TO THE UNIT.
 9) SURVEY IS TYPICAL TO ALL BUILDINGS AND UNITS WITHIN THIS CONDOMINIUM.

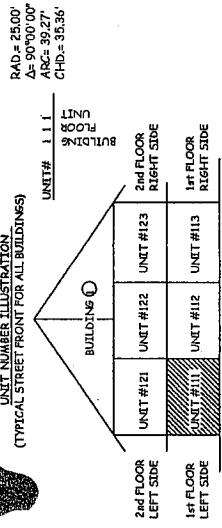
JOB # 05-12169

THE PHOENIX SURVEYING COMPANY, INC.
 CONSULTANTS * SURVEYORS * PLANNERS

1740 TOLEDO BLVD., SUITE 5, FORT CHARLOTTE, FL. 3946
 PH. (941) 437-8181 FAX. (941) 437-8184

SHEET 1 OF 9

NOTE: EACH SHEET OF THIS PLAT IS AN INTEGRAL PART THEREOF.



MAGDALENA GARDENS, A CONDOMINIUM

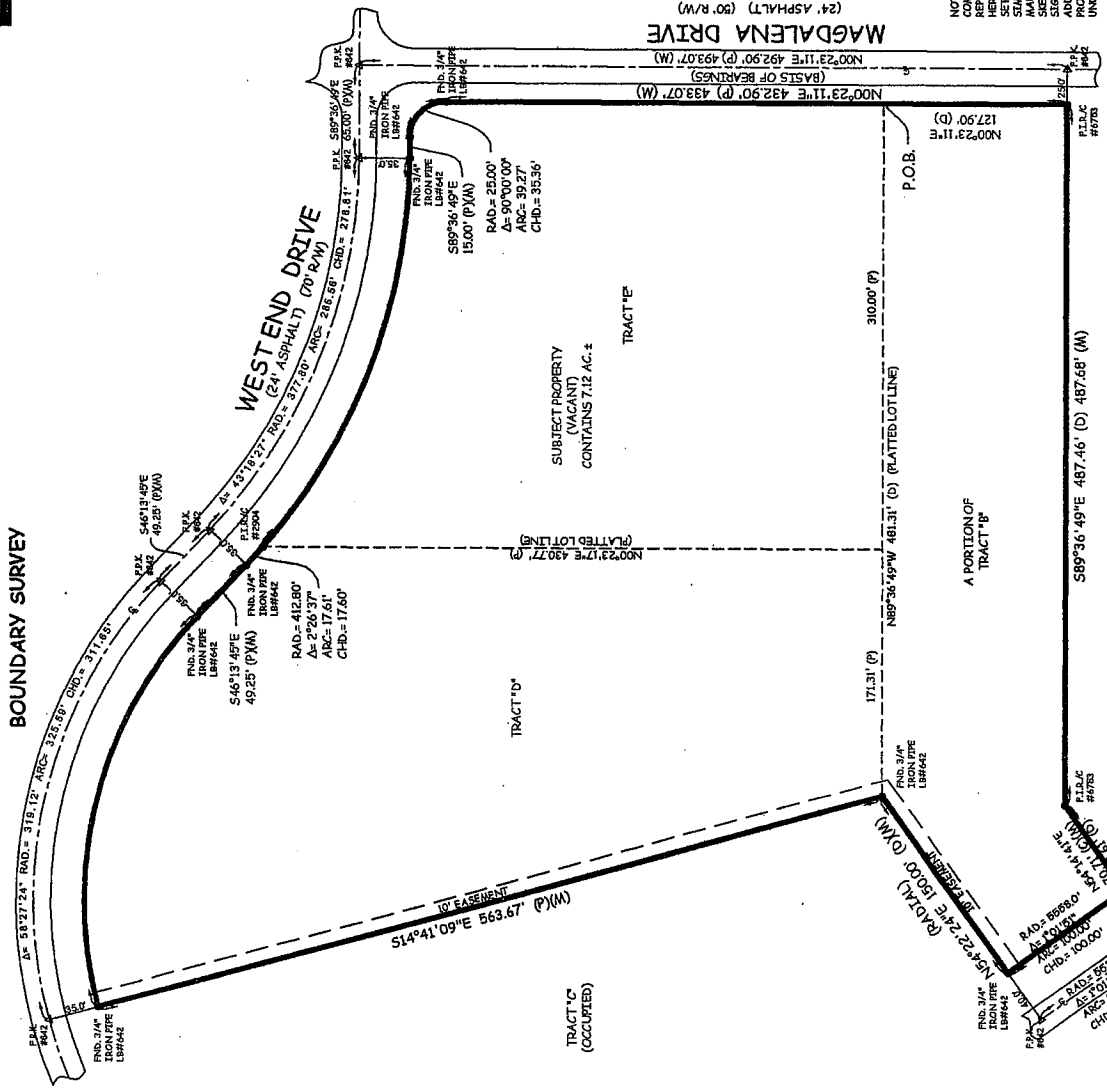
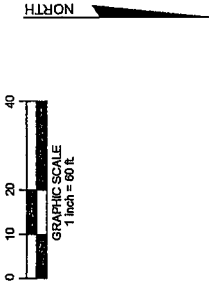
A RESIDENTIAL CONDOMINIUM

(AS OF 5-15-05)

EXHIBIT "D"

BOUNDARY SURVEY

CONDOMINIUM BOOK # 16 PAGE 3



NOTE: THIS SURVEY IS BASED ON EXISTING MONUMENTATION AND IS A RETRACEMENT OF A BOUNDARY SURVEY PERFORMED BY LELAND CLAYTON GATES III, P.S.M., OF JOHNSON ENGINEERING, DATED JUNE 16, 2004.

LEGAL DESCRIPTION: (PROVIDED BY CLIENT)

TRACTS D AND E OF PUNTA GORDA ISLES SECTION 27, AS RECORDED IN PLAT BOOK 15 AT PAGES 12A & 12B OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

AND

A PORTION OF TRACT B OF PUNTA GORDA ISLES SECTION 27, AS RECORDED IN PLAT BOOK 15 AT PAGES 12A & 12B OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
FROM THE SOUTHWEST CORNER OF SAID TRACT B RUN NORTH 31°15'11" EAST 592.36' TO POINT A; THENCE ALONG THE EAST LINE OF SAID TRACT B BEING A POINT ON AN ARC; THENCE ALONG THE ARC OF A CURVE TO THE LEFT OF RADIUS 8668.00 FEET (DELTA 0°10'51") (CHORD BEARING S39°36'40"E) (CHORD 100.00 FEET) FOR 100.00 FEET; THENCE S54°22'24"W RADIAL FOR 160.00 FEET TO THE SOUTH LINE OF SAID TRACT B; THENCE N89°36'49"W ALONG SAID SOUTH LINE FOR 461.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.11 ACRES MORE OR LESS.

SURVEYORS NOTATIONS:

- ELEVATIONS SHOWN HEREON ARE BASED ON N.E.V.D.
- PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST ONE-HUNDREDTH FOOT (0.00) OR ONE INCH.
- AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE-TENTH FOOT (0.0).
- L.C.E. DENOTES LIMITED COMMON ELEMENTS.
- CONDOMINIUM ELEMENTS ARE SHOWN WITH A BOLD LINE.
- SEE FLOOR PLANS FOR TYPICAL INTERIOR WALL DIMENSIONS.
- FOR FURTHER DEFINITION OF ELEMENTS REFER TO THE DECLARATION OF CONDOMINIUMS.
- THAT PORTION OF THE HEATING/AIR CONDITIONING EQUIPMENT AND SYSTEM SERVING A CERTAIN UNIT AND IS LOCATED OUTSIDE OF THE BOUNDARIES OF THAT UNIT ARE TO BE MAINTAINED BY THE UNIT OWNER.
- CONDOMINIUM SERVICES (TYPICAL TO ALL BUILDINGS AND UNITS WITHIN THIS CONDOMINIUM).

SHREVE ST.
(20' ASPHALT) (80' R/W)

REMARKS OF
TRACT B
(OCCUPIED)

REMARKS: SURVEY POINTS
ELEVATIONS ARE BASED ON N.E.V.D. 1989
BEARINGS ARE BASED ON THE RECORD PLAT.
FLOOD ZONE: "A"
TYPICAL INTERIOR WALL DIMENSIONS
COMMUNITY MAP # 120082
PANEL # 0241F 5-5-03
ALL PLATTED EASEMENTS ARE SHOWN
UNLESS OTHERWISE SPECIFICALLY
SUBJECT TO SUBSTITUTIONAL WETLANDS, IF ANY, HAVE NOT
BEEN LOCATED.
LAST DAY IN FIELD: 6-14-09

JOB # 05-12169

THE PHOENIX SURVEYING COMPANY, INC.
CONSULTANTS * SURVEYORS * PLANNERS

1740 TOLEDO BLVD. SUITE 8, PORT CHARLOTTE, FL. 33946
PH. (941) 689-6801 FAX. (941) 667-5148

SHEET 2 OF 9

NOTE: THE UNDERSIGNED AND THE SURVEYING SURVEYING COMPANY, INC. MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING INFORMATION SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS-OF-WAY, SETBACK LINES, AGREEMENTS, RESERVATIONS, AND OTHER MATTERS. THIS SURVEY IS FOR INFORMATIONAL PURPOSES ONLY AND IS MADE WITHOUT BEARING OF ABSTRACT OF TITLE. THIS SKETCH IS NOT VALID UNLESS IT BEARS AN ORIGINAL SIGNATURE AND AN EMBOSSED SURVEYORS SEAL. ANY ADDITIONS AND/OR DELETIONS TO THIS SKETCH ARE UNDESIRABLE WITHOUT THE WRITTEN CONSENT OF THE UNDERSIGNED.

MAGDALENA GARDENS, A CONDOMINIUM

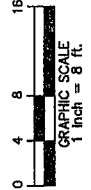
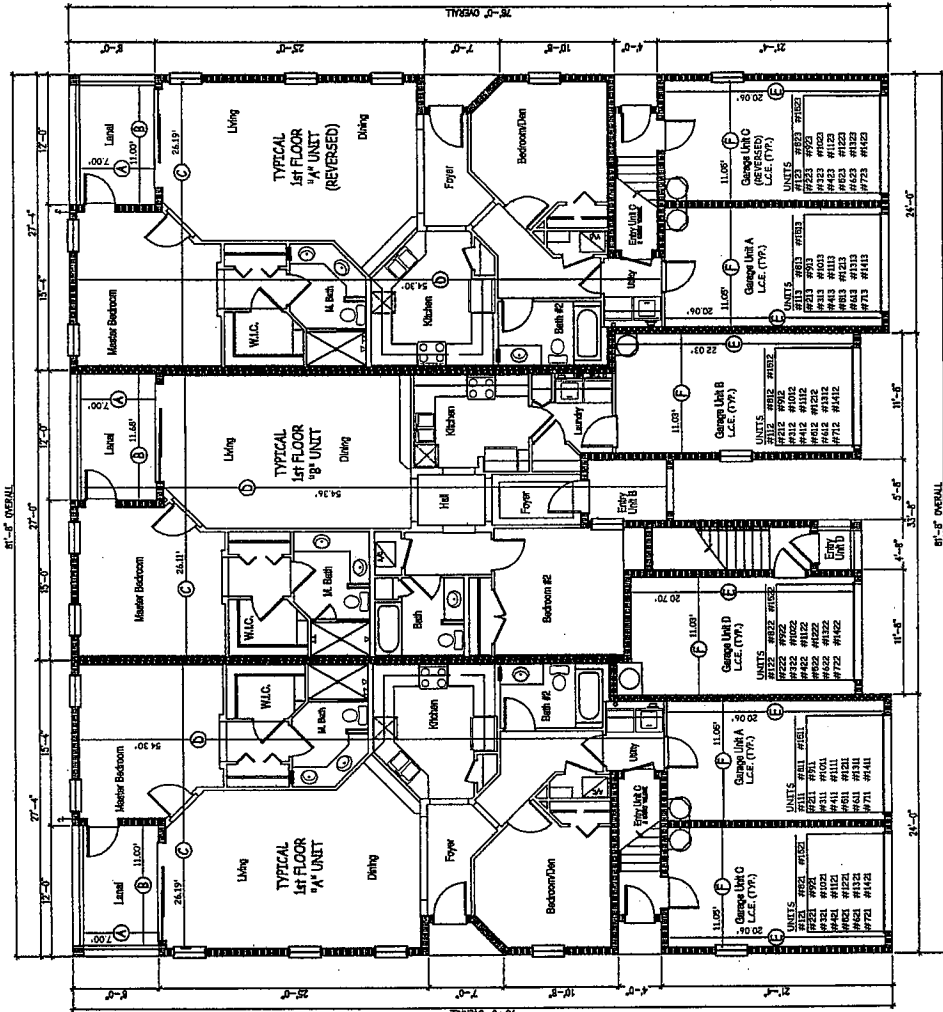
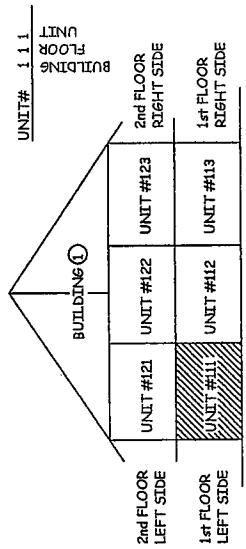


EXHIBIT 'D'
TYPICAL 1st FLOOR PLAN



Configuration Floor Plan
Units A/B and A reversed

UNIT NUMBER ILLUSTRATION
(TYPICAL STREET FRONT FOR ALL BUILDINGS)



- SYMBOLS NOTATIONS:**
- 1) ELEVATIONS SHOWN HEREON ARE BASED ON N.A.S.D.
 - 2) PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST ONE-HUNDREDTH FOOT (0.00) OR ONE INCH.
 - 3) AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE-TENTH FOOT (0.0).
 - 4) L.C.E. DENOTES LIMITED COMMON ELEMENTS.
 - 5) C.C.E. DENOTES COMMON ELEMENTS.
 - 6) C.C.E. DENOTES COMMON ELEMENTS WHICH ARE TO BE SHOWN TO THE NEAREST ONE-TENTH FOOT (0.0).
 - 7) SEE FLOOR PLAN FOR TYPICAL INTERIOR WALL DIMENSIONS.
 - 8) FOR FURTHER DEFINITION OF ELEMENTS REFER TO THE DECLARATION OF CONDOMINIUMS.
 - 9) THAT PORTION OF THE HEATING/AIR CONDITIONING EQUIPMENT AND SYSTEM SERVING A CERTAIN UNIT AND IS LOCATED OUTSIDE OF THE BOUNDARIES OF THAT UNIT ARE CONSIDERED LIMITED COMMON ELEMENTS TO THE UNIT IT SERVES. (TYPICAL TO ALL BUILDINGS AND UNITS WITHIN THIS CONDOMINIUM.)

- NOTE:**
- 1) SEE SHEETS 7 & 4.9 FOR AS-BUILT DIMENSIONS.
 - 2) EACH SHEET OF THIS PLAT IS AN INTEGRAL PART HEREOF.

THE PHOENIX SURVEYING COMPANY, INC.
CONSULTANTS • SURVEYORS • PLANNERS
1790 YULDO BLADE BLVD., SUITE 1, PORT CHARLOTTE, FL. 3996
PH. (941) 458-6801 FAX. (941) 457-8156

JOB # 05-12169

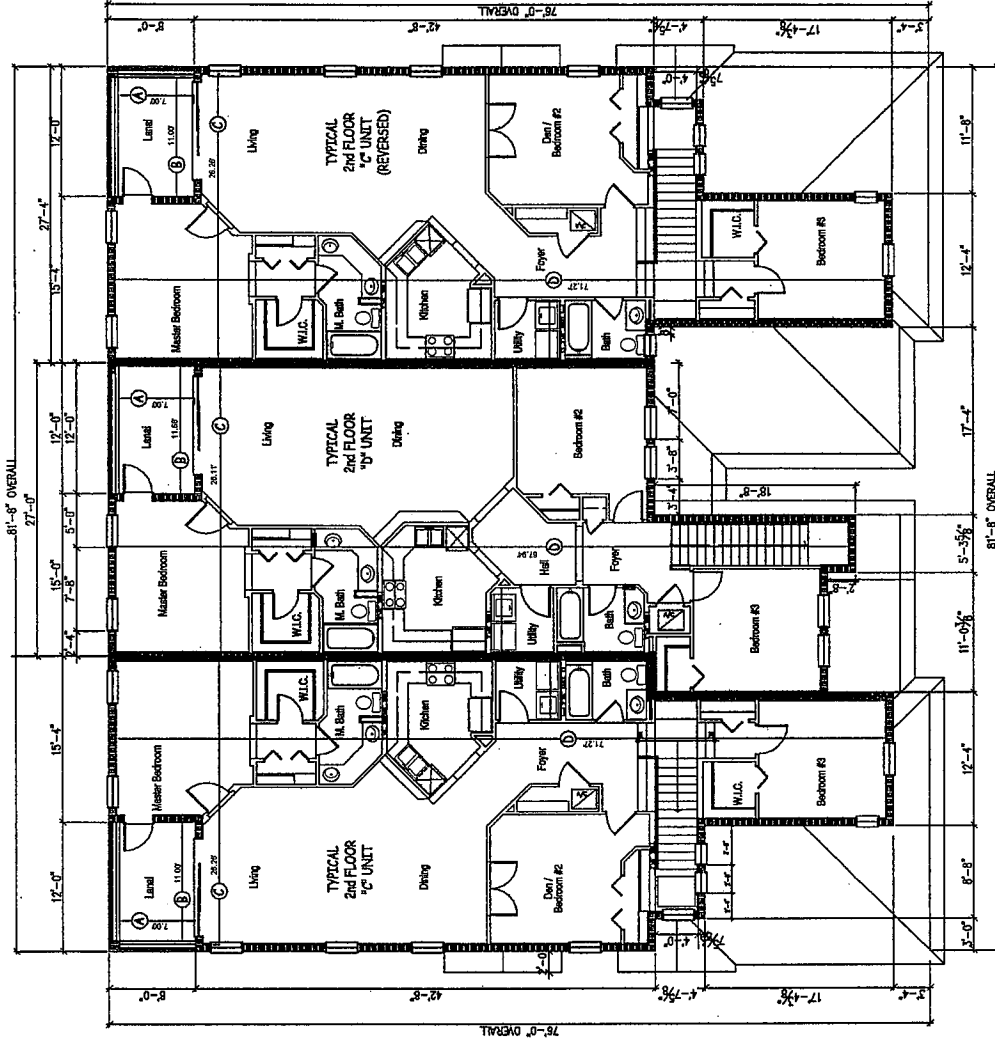
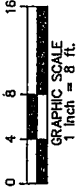
SHEET 3 OF 9

MAGDALENA GARDENS, A CONDOMINIUM

CONDOMINIUM BOOK 16 PAGE

A RESIDENTIAL CONDOMINIUM

EXHIBIT 'D'
TYPICAL 2nd FLOOR PLAN



UNIT NUMBER ILLUSTRATION
(TYPICAL STREET FRONT FOR ALL BUILDINGS)

BUILDING 1		BUILDING 2		BUILDING 3	
2nd FLOOR LEFT SIDE		2nd FLOOR RIGHT SIDE		1st FLOOR RIGHT SIDE	
UNIT #111	UNIT #112	UNIT #123	UNIT #122	UNIT #113	UNIT #114

Configuration Floor Plan Units C/D and C reversed

- NOTE:
- SEE SHEETS 7, 8, & 9 FOR AS-BUILT DIMENSIONS.
 - EACH SHEET OF THIS PLAN IS AN INTEGRAL PART THEREOF.

- CONSTRUCTION NOTES:
- 1) ELEVATIONS SHOWN HEREIN ARE ALSO ON U.S.D.
 - 2) PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST ONE-HANDEDTH FOOT (0.00) ON ONE INCH.
 - 3) AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE-TENTH FOOT (0.00) ON ONE INCH.
 - 4) ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 - 5) ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 - 6) DIMENSIONS BETWEEN PARALLEL WALLS WHICH ARE L.E.
 - 7) SEE FLOOR PLANS FOR TYPICAL INTERIOR WALL DIMENSIONS.
 - 8) THE LOCATION OF THE HEATING/AIR CONDITIONING EQUIPMENT AND SYSTEM SERVING A CERTAIN UNIT AND IS LOCATED OUTSIDE OF THE BOUNDARIES OF THAT UNIT ARE CONSIDERED LIMITED COMMON ELEMENTS TO THE UNIT'S SERVICE.
 - 9) TYPICAL TO ALL BUILDINGS AND UNITS WITHIN THIS CONDOMINIUM.

THE PHOENIX SURVEYING COMPANY, INC.
CONSULTANTS • SURVEYORS • PLANNERS
1740 TELERO BLVD. SUITE B, FORT CHARLOTTE, FL 32944
PH. (904) 887-4001 FAX. (904) 887-3168

JOB # 05-12169

SHEET 4 OF 9

MAGDALENA GARDENS, A CONDOMINIUM

A RESIDENTIAL CONDOMINIUM

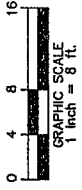
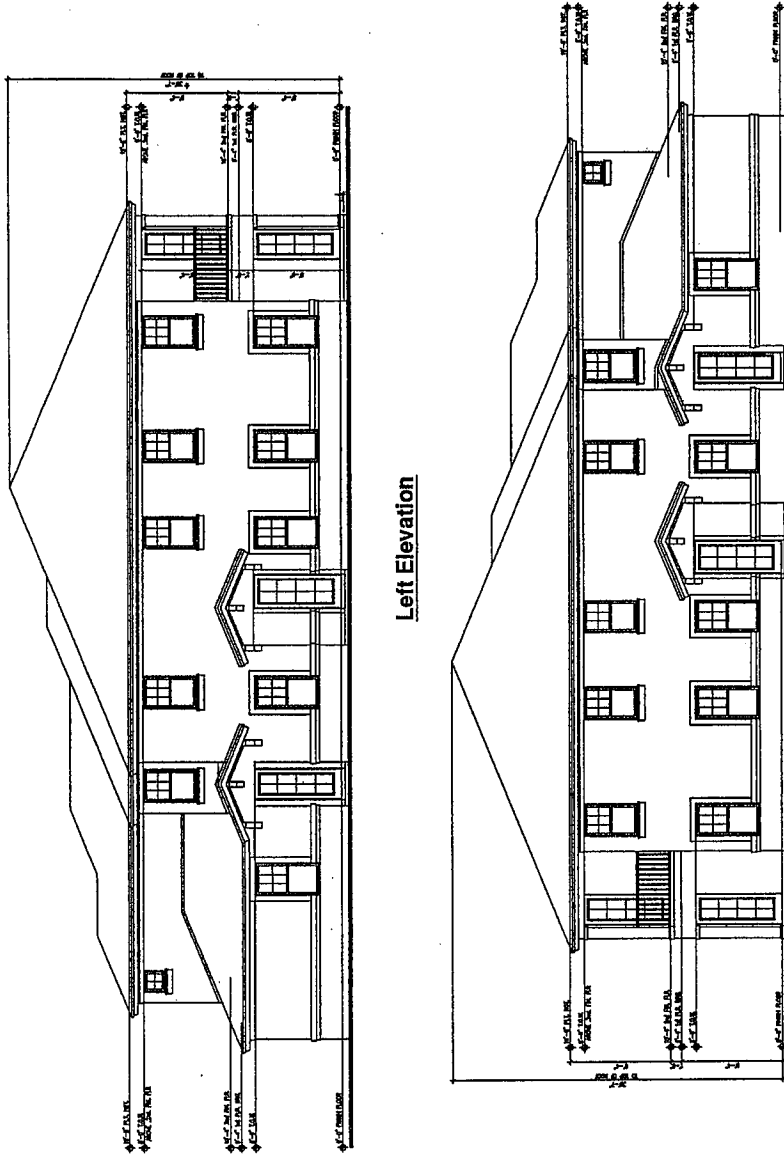


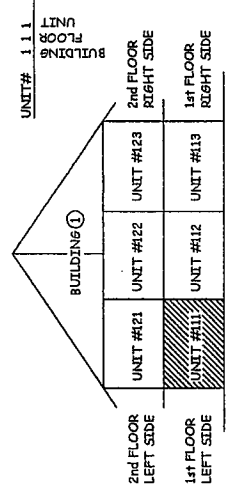
EXHIBIT "D"
TYPICAL LEFT-RIGHT ELEVATION PLAN



Left Elevation

Right Elevation

UNIT NUMBER ILLUSTRATION
(TYPICAL STREET FRONT FOR ALL BUILDINGS)



- 1) SURVEYOR'S UNIT DIMENSIONS ARE BASED ON A 1/8" = 1'-0" SCALE.
- 2) DIMENSIONS SHOWN IN PARENTHESES ARE BASED ON A 1/8" = 1'-0" SCALE.
- 3) AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE-HUNDREDTH FOOT (0.01) OR ONE INCH.
- 4) AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE-TENTH FOOT (0.1).
- 5) L.C.E. DENOTES LIMITED COMMON ELEMENTS.
- 6) I.C.E. DENOTES COMMON ELEMENTS.
- 7) I.C.E. DENOTES COMMON ELEMENTS.
- 8) I.C.E. DENOTES COMMON ELEMENTS.
- 9) THAT PORTION OF THE HEATING/AIR CONDITIONING EQUIPMENT AND SYSTEM SERVING A CERTAIN UNIT AND IS LOCATED OUTSIDE OF THE BOUNDARIES OF THAT UNIT ARE CONSIDERED LIMITED COMMON ELEMENTS TO THE UNIT IT SERVES. (TYPICAL TO ALL BUILDINGS AND UNITS WITHIN THIS CONDOMINIUM.)

NOTE: EACH SHEET OF THIS PLAT IS AN INTEGRAL PART THEREOF.

JOB # 06-12169

THE PHOENIX SURVEYING COMPANY, INC.

CONSULTANTS * SURVEYORS * PLANNERS

1740 TOLEDO BLVD. N.W., SUITE 9, FORT CHAUDON, FL 32448

PH. (904) 466-4661 FAX. (904) 527-5166

SHEET 8 OF 9

MAGDALENA GARDENS, A CONDOMINIUM

A RESIDENTIAL CONDOMINIUM
EXHIBIT "D"
AS-BUILT DIMENSIONS

PHASE 1 ASBUILT BUILDING #1			PHASE 1 ASBUILT BUILDING #2			PHASE 1 ASBUILT BUILDING #3		
BUILDING #	PROPOSED	ASBUILT	BUILDING #	PROPOSED	ASBUILT	BUILDING #	PROPOSED	ASBUILT
A	7.00'	7.6'	A	7.00'	7.6'	A	7.00'	7.6'
B	11.00'	11.6'	B	11.00'	11.6'	B	11.00'	11.6'
C	26.19'	26.0'	C	26.11'	26.0'	C	26.19'	26.0'
D	54.30'	52.4'	D	54.30'	52.4'	D	54.30'	52.4'
E	20.06'	20.2'	E	20.06'	20.2'	E	20.06'	20.2'
F	11.05'	11.0'	F	11.05'	11.0'	F	11.05'	11.0'
PHASE 1 ASBUILT BUILDING #4			PHASE 1 ASBUILT BUILDING #5			PHASE 1 ASBUILT BUILDING #6		
A	7.00'	7.6'	A	7.00'	7.6'	A	7.00'	7.6'
B	11.00'	11.6'	B	11.00'	11.6'	B	11.00'	11.6'
C	26.19'	26.0'	C	26.11'	26.0'	C	26.19'	26.0'
D	54.30'	52.4'	D	54.30'	52.4'	D	54.30'	52.4'
E	20.06'	20.2'	E	20.06'	20.2'	E	20.06'	20.2'
F	11.05'	11.0'	F	11.05'	11.0'	F	11.05'	11.0'

1) SURVEYORS NOTATIONS: DIMENSIONS SHOWN ARE BASED ON NAD 83.
 2) DIMENSIONS SHOWN IN THIS PLAN ARE SHOWN TO THE NEAREST ONE-HUNDREDTH FOOT (0.00') OR ONE-TENTH FOOT (0.1').
 3) AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE-TENTH FOOT (0.1').
 4) L.C.E. DENOTES LIMITED COMMON ELEMENTS.
 5) C.E. DENOTES COMMON ELEMENTS.
 6) (I) DENOTES PARAMETRICAL WALLS WHICH ARE L.C.E.
 7) SEE FLOOR PLANS FOR TYPICAL INTERIOR WALL DIMENSIONS.
 8) FOR FLOOR DEFINITION OF ELEMENTS REFER TO THE DECLARATION OF CONDOMINIUMS.
 9) THE PLAN SHOWS THE LOCATION OF COMMON ELEMENTS EQUIPMENT AND SYSTEM SERVING A CERTAIN UNIT AND IS LOCATED OUTSIDE OF THE BOUNDARIES OF THAT UNIT. IT IS CONSIDERED LIMITED COMMON ELEMENTS TO THE UNIT IT SERVES (TYPICAL TO ALL BUILDINGS AND UNITS WITHIN THIS CONDOMINIUM).

JOB # 05-12169

THE PHOENIX SURVEYING COMPANY, INC.
 CONSULTANTS * SURVEYORS * PLANNERS
 17646 TOLEDO BLVD., SUITE B, PORT CHARLOTTE, FL 3946
 PH. (941) 627-3168
 FAX. (941) 629-4801

SHEET 7 OF 9

NOTE: EACH SHEET OF THIS PLAN IS AN INTEGRAL PART THEREOF.

L.B.#6789

MAGDALENA GARDENS, A RESIDENTIAL CONDOMINIUM

CONDOMINIUM BOOK PAGE

EXHIBIT "D"
AS-BUILT DIMENSIONS

PHASE 1 AS-BUILT BUILDING #6			PHASE 1 AS-BUILT BUILDING #7			PHASE 1 AS-BUILT BUILDING #8		
BUILDING #	PROPOSED DIMENSION	AS-BUILT DIMENSION	BUILDING #	PROPOSED DIMENSION	AS-BUILT DIMENSION	BUILDING #	PROPOSED DIMENSION	AS-BUILT DIMENSION
A	7.00'	7.65'	A	7.00'	7.7'	A	7.00'	7.7'
B	11.00'	11.60'	B	11.00'	11.6'	B	11.00'	11.7'
C	26.15'	26.06'	C	26.15'	26.0'	C	26.15'	26.0'
D	54.30'	54.15'	D	54.30'	54.3'	D	54.30'	54.3'
E	20.05'	22.00'	E	20.05'	20.1'	E	20.05'	20.1'
F	11.05'	11.03'	F	11.05'	11.0'	F	11.05'	11.0'
PHASE 1 AS-BUILT BUILDING #9			PHASE 1 AS-BUILT BUILDING #10			PHASE 1 AS-BUILT BUILDING #11		
BUILDING #	PROPOSED DIMENSION	AS-BUILT DIMENSION	BUILDING #	PROPOSED DIMENSION	AS-BUILT DIMENSION	BUILDING #	PROPOSED DIMENSION	AS-BUILT DIMENSION
A	7.00'	7.65'	A	7.00'	7.6'	A	7.00'	7.6'
B	11.00'	11.60'	B	11.00'	11.6'	B	11.00'	11.6'
C	26.15'	26.06'	C	26.15'	26.0'	C	26.15'	26.0'
D	54.30'	54.15'	D	54.30'	54.3'	D	54.30'	54.3'
E	20.05'	22.00'	E	20.05'	20.1'	E	20.05'	20.1'
F	11.05'	11.03'	F	11.05'	11.0'	F	11.05'	11.0'

- 1) SURVEYORS NOTATIONS.
- 2) ALL DIMENSIONS ARE BASED ON N.E.V.D.
- 3) PROPOSED DIMENSIONS ARE SHOWN TO THE NEAREST ONE-HUNDREDTH FOOT (0.00) OR ONE INCH.
- 4) AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE-TENTH FOOT (0.0).
- 5) L.C.E. DENOTES LIMITED COMMON ELEMENTS.
- 6) C.C.E. DENOTES COMMON ELEMENTS.
- 7) SEE FLOOR PLANS FOR TYPICAL INTERIOR WALL DIMENSIONS.
- 8) DIMENSIONS FOR COMMON ELEMENTS REFER TO THE CENTERLINE OF THE COMMON ELEMENTS.
- 9) THAT PORTION OF THE HEATING/ACR. CONDITIONING EQUIPMENT AND SYSTEM SERVING A CERTAIN UNIT AND IS LOCATED OUTSIDE OF THE BOUNDARIES OF THAT UNIT ARE CONSIDERED LIMITED COMMON ELEMENTS TO THE UNIT IT SERVES. (TYPICAL TO ALL BUILDINGS AND UNITS WITHIN THIS CONDOMINIUM).

JOB # 05-12169

THE PHOENIX SURVEYING COMPANY, INC.
CONSULTANTS * SURVEYORS * PLANNERS

17840 TOLEDO BLVD., SUITE B, FORT CHARLOTTE, FL. 3946
PH. (941) 427-5168
FAX. (941) 629-6901

L.B.#6579 SHEET 8 OF 9

NOTE: EACH SHEET OF THIS PLAT IS AN INTEGRAL PART THEREOF.

MAGDALENA GARDENS, A CONDOMINIUM

A RESIDENTIAL CONDOMINIUM
EXHIBIT "D"
AS-BUILT DIMENSIONS

PHASE 1 ASBUILT BUILDING #11			PHASE 1 ASBUILT BUILDING #12			PHASE 1 ASBUILT BUILDING #13			PHASE 1 ASBUILT BUILDING #14			PHASE 1 ASBUILT BUILDING #15		
BUILDING #11	UNIT #1111	UNIT #1112	BUILDING #12	UNIT #1211	UNIT #1212	BUILDING #13	UNIT #1311	UNIT #1312	BUILDING #14	UNIT #1411	UNIT #1412	BUILDING #15	UNIT #1511	UNIT #1512
DIMENSION	PROPOSED	ASBUILT	DIMENSION	PROPOSED	ASBUILT	DIMENSION	PROPOSED	ASBUILT	DIMENSION	PROPOSED	ASBUILT	DIMENSION	PROPOSED	ASBUILT
A	7.00'	7.50'	A	7.00'	7.70'	A	7.00'	7.50'	A	7.00'	7.50'	A	7.00'	7.50'
B	11.00'	11.50'	B	11.00'	11.00'	B	11.00'	11.50'	B	11.00'	11.50'	B	11.00'	11.50'
C	26.19'	26.00'	C	26.11'	26.00'	C	26.19'	26.03'	C	26.11'	26.03'	C	26.11'	26.03'
D	54.30'	54.00'	D	54.30'	54.30'	D	54.30'	54.30'	D	54.30'	54.30'	D	54.30'	54.30'
E	20.06'	20.00'	E	20.06'	20.00'	E	20.06'	20.00'	E	20.06'	20.00'	E	20.06'	20.00'
F	11.00'	11.00'	F	11.00'	11.00'	F	11.00'	11.00'	F	11.00'	11.00'	F	11.00'	11.00'
BUILDING #11			BUILDING #12			BUILDING #13			BUILDING #14			BUILDING #15		
DIMENSION	PROPOSED	ASBUILT	DIMENSION	PROPOSED	ASBUILT	DIMENSION	PROPOSED	ASBUILT	DIMENSION	PROPOSED	ASBUILT	DIMENSION	PROPOSED	ASBUILT
A	7.00'	7.50'	A	7.00'	7.50'	A	7.00'	7.50'	A	7.00'	7.50'	A	7.00'	7.50'
B	11.00'	11.50'	B	11.00'	11.70'	B	11.00'	11.50'	B	11.00'	11.50'	B	11.00'	11.50'
C	26.19'	26.00'	C	26.19'	26.00'	C	26.19'	26.00'	C	26.11'	26.00'	C	26.11'	26.00'
D	54.30'	54.00'	D	54.30'	54.30'	D	54.30'	54.30'	D	54.30'	54.30'	D	54.30'	54.30'
E	20.06'	20.00'	E	20.06'	20.00'	E	20.06'	20.00'	E	20.06'	20.00'	E	20.06'	20.00'
F	11.00'	11.00'	F	11.00'	11.00'	F	11.00'	11.00'	F	11.00'	11.00'	F	11.00'	11.00'
BUILDING #11			BUILDING #12			BUILDING #13			BUILDING #14			BUILDING #15		
DIMENSION	PROPOSED	ASBUILT	DIMENSION	PROPOSED	ASBUILT	DIMENSION	PROPOSED	ASBUILT	DIMENSION	PROPOSED	ASBUILT	DIMENSION	PROPOSED	ASBUILT
A	7.00'	7.50'	A	7.00'	7.50'	A	7.00'	7.50'	A	7.00'	7.50'	A	7.00'	7.50'
B	11.00'	11.50'	B	11.00'	11.50'	B	11.00'	11.50'	B	11.00'	11.50'	B	11.00'	11.50'
C	26.19'	26.00'	C	26.19'	26.00'	C	26.19'	26.00'	C	26.11'	26.00'	C	26.11'	26.00'
D	54.30'	54.00'	D	54.30'	54.30'	D	54.30'	54.30'	D	54.30'	54.30'	D	54.30'	54.30'
E	20.06'	20.00'	E	20.06'	20.00'	E	20.06'	20.00'	E	20.06'	20.00'	E	20.06'	20.00'
F	11.00'	11.00'	F	11.00'	11.00'	F	11.00'	11.00'	F	11.00'	11.00'	F	11.00'	11.00'

1) ELEVATIONS SHOWN HEREON ARE BASED ON N.E.V.D.
 2) DIMENSIONS SHOWN HEREON TO THE NEAREST ONE-THIRTEENTH FOOT (0.076').
 3) AS-BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE-TENTH FOOT (0.025').
 4) L.C.E. DENOTES LIMITED COMMON ELEMENTS.
 5) C.E. DENOTES COMMON ELEMENTS.
 6) DENOTES PARAMETRICAL WALLS WHICH ARE L.C.E.
 7) FOR FLOOR PLANS FOR TYPICAL INTERIOR WALL DIMENSIONS, FOR FURTHER DEFINITION OF ELEMENTS REFER TO THE DECLARATION OF CONDOMINIUMS.
 8) FOR FLOOR PLANS FOR TYPICAL EXTERIOR WALL DIMENSIONS, EQUIPMENT AND SYSTEM SERVING A CERTAIN UNIT AND IS LOCATED OUTSIDE OF THE BOUNDARIES OF THAT UNIT ARE CONSIDERED LIMITED COMMON ELEMENTS TO THE UNIT IT SERVES, (TYPICAL TO ALL BUILDINGS AND UNITS WITHIN THIS CONDOMINIUM).

JOB # 05-12169

THE PHOENIX SURVEYING COMPANY, INC.
 CONSULTANTS * SURVEYORS * PLANNERS

17846 TOLEDO BLVD., SUITE B, PORT CHARLOTTE, FL 3946
 PH. (941) 657-5168
 FAX. (941) 659-4601

L.B.#6579

SHEET 9 OF 9

NOTE: EACH SHEET OF THIS PLAN IS AN INTEGRAL PART THEREOF.

EXHIBIT "A"

LEGAL DESCRIPTION

PHASE II

A PORTION OF TRACT "B", PUNTA GORDA ISLES, SECTION 27, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 12A-12B, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGIN AT THE EASTERN MOST CORNER OF SAID TRACT "B"; THENCE SOUTH 54°22'24" WEST, ALONG THE SOUTH LINE OF SAID TRACT "B", A DISTANCE OF 150.00 FEET; THENCE NORTH 00°23'11" EAST A DISTANCE OF 127.90 FEET; THENCE SOUTH 89°36'49" EAST, A DISTANCE OF 5.73 FEET; THENCE NORTH 54°14'41" EAST, A DISTANCE OF 70.71 FEET TO THE WEST RIGHT-OF-WAY OF SHREVE STREET SAID POINT BEING A POINT ON A CURVE TO THE LEFT HAVING AS ELEMENTS, A RADIUS OF 5,558.00 FEET, A CENTRAL ANGLE OF 01°01'51" AND A CHORD LENGTH OF 100.00 FEET; THENCE ALONG ARC OF SAID CURVE AND THE WEST RIGHT-OF-WAY OF SHREVE STREET, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,365 SQUARE FEET MORE OR LESS.



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

April 19, 2005

MAGDALENA GARDENS CONDOMINIUM ASSOCIATION, INC.
1625 NORTH COMMERCE PARKWAY
SUITE 315
WESTON, FL 33326

The Articles of Incorporation for MAGDALENA GARDENS CONDOMINIUM ASSOCIATION, INC. were filed on April 18, 2005, and assigned document number N05000003953. Please refer to this number whenever corresponding with this office.

This document was electronically received and filed under FAX audit number H05000095487.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding corporations, please contact this office at the address given below.

Sincerely,
Loria Poole
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 905A00026599

Prepared by and return to:
Michael Cochran, Esq.
Law Offices of Wells I Olaf I Cochran, P.A.
1800 Second Street, Suite 808
Sarasota, FL 34236
(941) 366-9191 Telephone

CERTIFICATE OF AMENDMENT

**DECLARATION OF CONDOMINIUM OF
MAGDALENA GARDENS, A CONDOMINIUM**

AND

**BYLAWS OF
MAGDALENA GARDENS CONDOMINIUM ASSOCIATION, INC.**

We hereby certify that the attached amendments to the Declaration of MAGDALENA GARDENS, a Condominium and the Bylaws of MAGDALENA GARDENS CONDOMINIUM ASSOCIATION, INC. (which original Declaration attaching the Bylaws as an exhibit, were recorded at Official Records Book 3037, Page 1668. *et seq.*, of the Public Records of Charlotte County, Florida), were duly adopted at a membership meeting held on February 18, 2021, and continued to April 9, 2021. The amendments to the Declaration of Condominium were approval by at least 3/4ths of the Voting Interests of the Association in accordance with Article IX of the Declaration. The amendments to the Bylaws were approved by not less than a majority of the Voting Interests of the Association pursuant to Article 17 of the Bylaws. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 19 day of April, 2021.

Signed, sealed and delivered in the presence of:

MAGDELENA GARDENS CONDOMINIUM ASSOCIATION, INC.

sign: *Suzanne P Andrews*
print: Suzanne P Andrews
sign: *Suzanne P Andrews*
print: Suzanne P Andrews

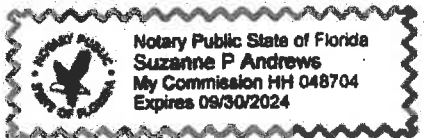
By: *Robert Arno*
Robert Arno, President

Attest: *Christine Zimmer*
By: Christine Zimmer, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of April, 2021, by Robert Arno as the President of Magdalena Gardens Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.



NOTARY PUBLIC
sign: *Suzanne P Andrews*
print: Suzanne P Andrews
State of Florida at Large (Seal)
My Commission Expires:

AMENDMENTS

DECLARATION OF CONDOMINIUM MAGDALENA GARDENS, A CONDOMINIUM

[Additions are indicated by underline; deletions by strike-through]

X. PURPOSE AND USE RESTRICTIONS

...

C. Pets. No animals, livestock or poultry of any kind shall be permitted within the Condominium Property except for common household domestic pets weighing less than 25 pounds. As used herein the term "common household pets" includes dogs, cats, fish, and birds only. ~~The number of dogs and cats residing in a Unit is limited to two (2) total (2 dogs, or 2 cats, or 1 dog and 1 cat). However, an initial purchaser from the Developer may have one (1) household domestic pet weighing more than 25 pounds. In the event an initial purchaser's pet weighing more than 25 pounds becomes pregnant, that pet must be permanently removed from the Condominium Property prior to the birth of its offspring.~~ No exotic species of bird or animal shall be permitted. When outside a Unit, dogs and cats shall be restrained either on a leash or otherwise. ~~The Board of Directors may cause the removal of any pet from the Condominium Property which constitutes a nuisance, in the sole opinion of the Board of Directors.~~ A pet owner shall be responsible for cleaning up after any pet owned by him or her who soils the Common Elements.

The Association will comply with all Federal, State, and local laws regarding Service Animals and Emotional Support Animals. It is the Association's position that the state, county, and city law enforcement and/or animal control are the authority on whether a pet should be deemed a danger and/or nuisance to the member, families, and guests of the Magdalena Gardens Community. The Association shall defer to state, county, and city law enforcement and/or animal control to determine whether a pet should be removed from the Magdalena Gardens Community and/or destroyed.

...

P. Garbage and Trash. Garbage, trash, refuse or rubbish that is required to be placed in the front of any Condominium in order to be collected may be placed and kept at the front of the Unit no earlier than 5 PM on the day prior to ~~on the day of~~ the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in trash facilities provided by the Association. All trash facilities shall be stored inside a Unit and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

Prepared by and return to:
Michael Cochran, Esq.
Law Offices of Wells I Olah I Cochran, P.A.
1800 Second Street, Suite 808
Sarasota, FL 34236
(941) 366-9191 Telephone

CERTIFICATE OF AMENDMENT

**DECLARATION OF CONDOMINIUM OF
MAGDALENA GARDENS, A CONDOMINIUM**

We hereby certify that the attached amendments to the Declaration of MAGDALENA GARDENS, a Condominium and the Bylaws of MAGDALENA GARDENS CONDOMINIUM ASSOCIATION, INC. (which original Declaration attaching the Bylaws as an exhibit, were recorded at Official Records Book 3037, Page 1668. *et seq.*, of the Public Records of Charlotte County, Florida), were duly adopted at a membership meeting held on February 17, 2022 and continued to March 21, 2022. The amendments to the Declaration of Condominium were approval by at least 3/4ths of the Voting Interests of the Association in accordance with Article IX of the Declaration. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 19th day of April, 2022.

Signed, sealed and
delivered in the presence of:

MAGDALENA GARDENS CONDOMINIUM
ASSOCIATION, INC.

sign: Adua M. Rose

By: [Signature]
Robert Arno, President

print: Adua M. Rose

sign: Sherry Danko

Attest:
By: [Signature]
Mary Lynn Buzzell, Secretary
(Corporate Seal)

print: Sherry Danko

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19th day of April, 2022, by Robert Arno as the President of Magdalena Gardens Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
sign: [Signature]
print: John P. Telisky
State of Florida at Large (Seal)
My Commission Expires:



John P Telisky
Comm.: HH 194896
Expires: Nov. 3, 2025
Notary Public - State of Florida

AMENDMENTS

**DECLARATION OF CONDOMINIUM
MAGDALENA GARDENS, A CONDOMINIUM**

[Additions are indicated by underline; deletions by ~~strike-through~~]

**X.
PURPOSE AND USE RESTRICTIONS**

In order to provide for a congenial occupation of the Condominium and to provide for the protection of the value of the Units, the use of the Condominium Property shall be restricted to and be in accordance with the following provisions:

...

E. Alterations. No Unit Owner shall make, allow or cause to be made, any structural addition or alteration of his Unit or the Common Elements or Limited Common Elements without the prior written consent of the Association, except as otherwise specifically provided for in this Declaration. Alteration of the lanai is permitted with prior written consent allowing an aluminum panel to be installed around the perimeter of the lanai on the same horizontal line as the panel which is on the bottom of the existing lanai screen door.

...

J. Guests. A Unit Owner must notify the Association in advance of the expected period of use of any house guest of ~~such Unit Owner~~ when occupying the Unit ~~whether the Owner is in residence or in the Owner's absence~~. The Owner of the Unit shall remain liable for the conduct of his or her guest while using the Condominium facilities. The Association or its authorized agent shall have the right to refuse the entrance of a house guest when the Association has not received advance notice.

...

M. Outside Storage of Personal Property. The personal property of any Unit Owner shall be kept inside the Unit, Limited Common Element Garage, or Lanai, and no personal property may be stored on the exterior of any Unit or on the Common Elements or Limited Common Elements. However, automobiles may be parked on the Limited Common Element parking spaces as provided in Article V(E)(3) and Exhibit "D" to the Declaration.

...