

DECLARATION OF CONDOMINIUM  
OF  
CAMBRIDGE HOUSE OF PORT CHARLOTTE - A CONDOMINIUM

471895

ARTICLE I  
SUBMISSION STATEMENT

OR 620 PG 1205

GENERAL DEVELOPMENT CORPORATION, a Delaware corporation authorized to do business in Florida (itself and its successors and assigns, hereinafter sometimes referred to as the "Developer"), hereby states and declares that it is the owner and holder of the fee simple title in and to the real property hereinafter described in Article III hereof (hereinafter referred to as the "Land"), and hereby declares and submits the Land and improvements erected or to be erected thereon (the "Condominium") to the condominium form of ownership pursuant to Chapter 718, Florida Statutes, The Condominium Act, currently in effect (hereinafter referred to as "The Condominium Act"), upon the terms, conditions, restrictions, reservations and limitations hereinafter set forth, and except as expressly otherwise provided in this Declaration of Condominium and Exhibits thereto, as they may be amended from time to time. The provisions of The Condominium Act as now constituted, including the definitions therein contained, are adopted and included herein as a part hereof by express reference unless specifically otherwise provided.

ARTICLE II

N A M E

Signature of Person Submitting Declaration

*[Signature]*

The name by which this Condominium is to be known and identified is: CAMBRIDGE HOUSE OF PORT CHARLOTTE - A CONDOMINIUM.

ARTICLE III

L A N D

The legal description of the real property included in the Condominium and submitted herewith to the condominium form of ownership is as follows:

That portion of Section 15, Township 40 South, Range 22 East, Charlotte County, Florida, being more particularly described as follows:

BEGINNING at the Southeasterly corner of "RALEIGH HOUSE OF PORT CHARLOTTE" a Condominium as recorded in Condominium Book 1 Pages 32A through 32B of the Public Records of Charlotte County, Florida, THENCE, bear N89°50'39"W, along the Southerly line of said "RALEIGH HOUSE OF PORT CHARLOTTE", and its Westerly extension a distance of 475.66 feet;  
THENCE, S00°09'21" W, a distance of 163.02 feet;

THENCE, S89°50'39"E, a distance of 40.00 feet;

THENCE, S00°09'21"W, a distance of 159.74 feet to a point on a curve concave to the Northwest having a radius of 605.00 feet, being along the Northerly right-of-way line of Brinson Avenue according to the record plat of "PORT CHARLOTTE PLAZA SECTION TWO", as recorded in Plat Book 7, Pages 67A through 67B, of the said Public Records;

This instrument Was Prepared By:  
ALBERT L. ROSEN, Corporate Counsel  
General Development Corporation  
1111 S. Biscayne Drive  
Miami, Florida 33131

P-36

EXHIBIT

tabbies

A

THENCE, from a radial bearing of S16°37'28"E, through said point bear Easterly along the arc of said curve through a central angle of 10°56'18", a distance of 115.50 feet to the point of reverse curve of a curve concave to the Southeast having a radius of 930.00 feet;

OR 620 PG 1206

THENCE, Northeasterly and Easterly along the arc of said curve through a central angle of 21°13'01", a distance of 344.38 feet;

THENCE, from a radial bearing of N6°20'45"W, bear N00°41'21"E, a distance of 178.36 feet to the POINT OF BEGINNING.

Containing 2.53 acres, more or less.

Bearings as mentioned herein are based on the said record plat of "RALEIGH HOUSE OF PORT CHARLOTTE".

Together with improvements now or hereafter located thereon;

SUBJECT TO: Reservations, conditions, restrictions, limitations, rights-of-way and easements of record or created by this Declaration of Condominium.

The ingress and egress easements identified on and shown by the dashed lines, on Sheet i of the Survey, Plot Plan and Graphic Description of Improvements, described in Article V of this Declaration, and constituting Exhibit 1 to this Declaration, are reserved for the use and benefit of the Developer, the duly constituted public authorities and such owners and/or occupants of any part of the property located within the real estate development commonly known as CHARLOTTE SQUARE (hereinafter described) and their servants, employees and lawful guests, as the Developer, from time to time, may appoint or designate in accordance with Paragraph D in Article xxx of this Declaration of Condominium.

CHARLOTTE SQUARE is the property described on Sheet 4 of Exhibit 1 attached hereto and made a part hereof. CHARLOTTE SQUARE is comprised of nine existing condominiums (having a total of 368 apartments), and in addition, CHARLOTTE SQUARE contains recreation facilities which serve all the developments in CHARLOTTE SQUARE, now or hereafter constructed.

#### ARTICLE IV

##### IDENTIFICATION OF UNITS

The Condominium property consists of the Land, all easements and rights appurtenant thereto, together with the buildings and other improvements now or hereafter constructed thereon, which includes the Units, Common Elements and Limited Common Elements. In addition, the Condominium Property shall include as a Common Element, any interest in real or personal property owned or acquired by the Association (hereinafter defined in accordance with the provisions of Section 718.114 of The Condominium Act. The principal improvement on the real property submitted herewith to Condominium ownership consists of a three-story apartment building having forty-eight residential Units, an office, an outer lobby, an inner lobby on each floor, a social room, a laundry room, storage rooms and outdoor parking for seventy-two cars. Each Unit is identified by three numbers. The first digit identifies the floor (first, second or third) and the next two digits identify the particular Unit. There are sixteen Units on the ground (or first) floor (numbered 101 through 116 inclusive), sixteen Units on the second floor (numbered 201 through 216 inclusive), and sixteen Units on the third floor (numbered 301 through 316 inclusive).

Units numbered 107, 108, 115, 116, 207, 208, 215, 216, 307, 308, 315 and 316 each contain one bedroom and one bathroom in addition to other living areas described in the Survey, Plot Plan and Graphic Description of Improvements, attached hereto as Exhibit 1 and made a part hereof; Units 101 through 106, 109 through 114, 201 through 206, 209 through 214, 301 through 306 and 309 through 314 each contain two bedrooms and two bathrooms, in addition to other living areas described on the Survey Plot Plan and Graphic Description of Improvements, Exhibit 1 hereto.

The balcony or patio abutting a Unit is a Limited Common Element appurtenant to the Unit which it abuts, the use of which is restricted to the Unit to which it is appurtenant. Maintenance and upkeep of each balcony or patio shall be the exclusive responsibility of the Unit Owner or Owners to which that balcony or patio shall be appurtenant. The areas, rooms and spaces which are not within the boundaries of a Unit are Common Elements or Limited Common Elements and shall be used, occupied, dealt with and managed as provided for in The Condominium Act and hereinafter in this Declaration of Condominium.

A. Each Unit shall have as its boundary lines the interior unpainted unfinished surfaces of the ceiling, floor and perimeter walls. All bearing walls located within a Unit constitute part of the Common Elements up to the unpainted, unfinished surface of said walls. All doors, whether of glass or other material, which are in the perimeter walls of a Unit shall be deemed a part of the Unit up to the exterior unfinished surface thereof.

B. The boundary lines of each balcony or patio are the interior vertical surfaces thereof and the exterior unpainted unfinished surface of the perimeter balustrade or railing abutting the patio or balcony, or, if said patio or balcony is enclosed, the exterior unfinished surface of the perimeter wall and the interior unfinished surfaces of the floor and ceiling of said patio or balcony.

C. Each Condominium Parcel includes the undivided interest of each Unit Owner in and to the Common Elements (and Common Surplus and responsibility for Common Expenses), it being understood that all conduits and wires up to their outlets and all other utility lines and pipes up to their outlets, regardless of location, constitute parts of the Common Elements. Each Condominium Parcel includes the Condominium Unit together with the undivided share in the Common Elements which is appurtenant to that Unit and the interest of each Unit in any Limited Common Elements appurtenant to that Unit such as balconies, patios, storage space use and parking space use. The terms Condominium Parcel and Unit are used interchangeably herein and in the Exhibits hereto, except as the context may otherwise distinguish between them.

#### ARTICLE V

#### SURVEY, PLOT PLAN AND

#### GRAPHIC DESCRIPTION OF IMPROVEMENTS

A. There is attached hereto as an Exhibit and made a part hereof, and recorded simultaneously herewith, a Survey, Plot Plan and Graphic Description of the Improvements mentioned above, showing the Units, Common Elements and Limited Common Elements, their location and approximate dimensions in sufficient detail to identify them, and said Survey, Plot Plan and Graphic Description of Improvements and the notes and legends appearing thereon are made a part hereof and shall be deemed and identified as Exhibit 1 to this Declaration.

Exhibit 1 hereto has been or will be certified to, in the manner required by Section 718.104 (4) (c) of the Florida Statutes, The Condominium Act.

**OR 620 PG 1208**

B. Limited Common Elements shall include balconies, patios, the right to the exclusive use of parking spaces and storage spaces, all as identified on Exhibit 1 hereto. The storage spaces and parking spaces are not assigned to specific Units in this Declaration. The Developer and thereafter the Association (hereinafter defined in Article VII) shall distribute and attribute the use of aforementioned storage spaces and parking spaces to the Units as hereinafter provided:

(1) Storage spaces are constructed of chicken wire and wood partitioning in locations indicated on Exhibit 1 hereto. They are numbered from 1 to 48. It shall not be necessary that the designation of the storage space attributable to a Unit be recorded among the Public Records.

(2) Storage spaces shall be designated by the Developer in conjunction with the sale or conveyance of a Unit and a master plan of such designations shall be notarized and filed with the Association by the Developer. The use of one storage space shall be assigned to each Unit. The use of storage spaces shall be Limited Common Elements appurtenant to the Units to which assigned and can be changed only with the consent of the Unit Owner.

(3) Parking spaces reflected on the Survey, Plot Plan and Graphic Description of Improvements, Exhibit 1 hereto, have been numbered with identifying numbers 1 through 72; with 16 spaces designated by an "H" reserved for use by the handicapped. The parking spaces designated for use by the handicapped are not to be permanently assigned unless permitted by law and references herein to the assignment of parking spaces shall not mean or refer to such spaces. The use of parking spaces shall constitute Limited Common Elements appurtenant to the Units to which such use shall be assigned in the manner hereinafter provided and once assigned may only be changed as herein provided. The Developer shall assign the exclusive use of one or more parking spaces in this Condominium to each Unit and shall file a notarized master parking plan with the records of the Association indicating the assignment of the exclusive use of parking spaces. Separate designations of parking space shall be delivered to the Unit Owner by the Developer in conjunction with the conveyance of each Unit. The exclusive use of such parking space shall constitute a Limited Common Element appurtenant to the Unit to which it is assigned and may not thereafter be removed as a Limited Common Element appurtenant to said Unit without the written consent of the Owner of that Unit. The Developer (or the Association) in assigning from time to time the exclusive use of the various parking spaces to the Condominium Units shall be required to assign or reserve at least the exclusive use of one parking space to or for each Unit. Parking spaces not assigned by the Developer appurtenant to any specific Unit shall thereafter be subject to such use as the Association shall from time to time direct, and may be made available for guest parking. With the approval of a majority of all of the Unit Owners, the Association may designate such spaces for use as Limited Common Elements appurtenant to one or more Units; providing that such designation is executed with the formality required of deeds by the authorized officers of the Association, and sets forth that the approval of a majority of all of the unit Owners to such designation was obtained at a meeting of Unit Owners called at least in part for such purpose, or by written consent of a majority of Unit Owners on file with the Association's records, either of which procedures shall be valid for the purposes mentioned herein. From and after the filing of such designation with the permanent records of the Association, the use of the subject parking space or spaces shall become Limited Common Elements appurtenant to the Unit or Units to which they have been so assigned to the same effect with the same results as if such designation had been made by the Developer.

Until the Developer shall, in whole or in part, relinquish the right to designate the storage and parking spaces or until the Developer has designated with respect to all unsold Units retained by the Developer or owned by the Developer the required number of parking and storage spaces, the Association shall not exercise the rights and authorities herein granted to the Association in respect of parking, but all such rights shall be exclusively exercisable by the Developer. The Developer may at any time by an instrument in writing delivered to the Association relinquish in whole or in part any of its rights herein relative to the designation of parking and storage spaces. This Article V may not be amended without the written consent of the Developer during such period of time as the Developer shall have any rights hereunder to designate parking spaces or storage spaces.

ARTICLE VI

OR 620 PG 1209

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

A. Each Unit shall have as an appurtenance thereto an undivided share in the Common Elements and shall bear the Common Expenses and share in the Common Surplus in the proportions set forth in Exhibit 2 attached hereto and made a part hereof.

B. In the event of termination of the condominium form of ownership of the Land and improvements thereon, the Condominium Property shall be owned in common by the Unit Owners in the same proportions that they owned the Common Elements.

ARTICLE VII

CONDOMINIUM ASSOCIATION

The Condominium Association responsible for the operation of this Condominium is CAMBRIDGE HOUSE OF PORT CHARLOTTE - A CONDOMINIUM, INC., a Florida non-profit corporation (the "Association"). The Association shall have all the powers, rights and duties set forth in this Declaration, the By-laws, the Articles of Incorporation of the Association and The Condominium Act, as it may be amended from time to time to expand such powers. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit 3 and made a part hereof. Amendments to the Articles of Incorporation shall be valid when adopted in accordance with its provision for amendment and filed with the Secretary of State or as otherwise required by Chapter 617, Florida Statutes, as amended from time to time. Article X of this Declaration regarding amendments to this Declaration shall not pertain to amendments to the Articles of Incorporation of the Association, except that once amended the amended Articles shall be recorded among the Public Records as an Amendment to the Declaration, if, and as required by law.

ARTICLE VIII

BY-LAWS

The operation of the Condominium Property shall be governed by the Bylaws of the Association, which Bylaws are annexed to this Declaration as Exhibit 4 and made a part hereof. The Bylaws may be amended as therein provided and shall constitute an amendment to the Declaration once amended. A copy of the amendment shall be recorded in the Public Records as an amendment to this Declaration, if and as required by law.

ARTICLE IX  
MEMBERSHIP IN THE CONDOMINIUM ASSOCIATION  
AND  
VOTING RIGHTS OF UNIT OWNERS

**OR 620 PG 1210**

Every owner of a Unit, whether he has acquired title by purchase from the Developer, the Developer's grantee, successor or assigns, or by gift, conveyance or by operation of law, is bound to and hereby agrees that he shall accept membership in the Association described in Article VI hereinabove and does hereby agree to be bound by this Declaration, the Bylaws and Articles of Incorporation of the Association and the rules and regulations enacted pursuant thereto and the provisions and requirements of The Condominium Act. Membership is automatic upon acquisition of ownership of a Unit and may not be transferred apart and separate from a transfer of the ownership of a Unit. Membership shall automatically terminate upon sale or transfer of the Unit, whether voluntary or involuntary.

The owner of every Unit shall accept ownership of said Unit subject to restrictions, easements, reservations, conditions, limitations and rights-of-way now of record and affecting the Land and improvements constituting the Condominium Property.

Subject to the provisions and restrictions set forth in the Bylaws and Articles of Incorporation of the Association, each Unit Owner is entitled to one (1) vote in the Association for each Unit owned. Voting rights and qualifications of voters and membership in the Association are more fully stated, qualified and determined by the provisions of the Articles of Incorporation of the Association and by its Bylaws.

ARTICLE X  
AMENDMENT TO DECLARATION

A. Except as elsewhere provided in this Declaration, this Declaration may be amended from time to time by resolution adopted at any regular or special meeting of the Unit Owners of the Condominium called in accordance with the Bylaws, at which a quorum is present. An amendment may be adopted by the affirmative vote of a majority of all of the Unit Owners entitled to vote at meetings of members and while the Developer is entitled to appoint all of the Directors of the Association, as provided in the Articles of Incorporation and the Bylaws of the Association, the Developer may amend this Declaration in any respect without the consent of the Unit Owner, as long as such amendment shall not directly adversely affect any Units not owned by the Developer. Any amendment shall be duly recorded in compliance with requirements of The Condominium Act. No amendment adopted by members (as distinguished from the Developer) shall change any Unit nor the share of the Common Elements, Common Expenses or Common Surplus attributable to any Unit, nor the voting rights appurtenant to any Unit, unless the record owners or owner of such affected Unit and all record owners of liens upon such Unit or Units shall join in the execution of such amendments, and as otherwise may be required by law.

B. No amendment or change to this Declaration or to the Articles of Incorporation or the Bylaws shall be effective to affect or impair the validity or priority of any mortgage encumbering a Unit or Units without the written consent thereto by all of the mortgagees owning and holding the mortgage or mortgages encumbering that Unit, which consent shall be executed with the formalities required for deeds and recorded with the aforesaid amendment.

ARTICLE XI  
PURPOSE AND USE RESTRICTIONS

Units shall be used and occupied by the respective owners thereof as private single-family residences for themselves

their families, employees, and social guests in occupancy with them, and for no other purpose, except where specific exceptions are made in this Declaration.

**OR 620 PG 1211**

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. The Units shall be used for single-family residences only.

B. The 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 regulation by rules and bylaws as may in the opinion of the Association achieve the maximum beneficial use thereof.

C. Persons who are not eighteen years of age or older shall not be permitted to reside in a Unit, nor to use the recreation facilities of the Condominium unless under the supervision of an adult except to the extent that under such conditions as the Association may provide by regulation.

D. No nuisance shall be allowed upon the Condominium Property, nor shall any practice be allowed which is a source of annoyance to residents, or which will interfere with the peaceful possession and proper use of the Condominium Property by its residents.

E. No Unit Owner shall permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance on the Condominium Property.

F. No immoral, improper, offensive, or unlawful use shall be made of the Condominium Property or of any Unit, or any part thereof.

G. No "For Sale" or "For Rent" signs or other signs shall be displayed by any individual Unit Owner on his Unit, or any part of the Condominium Property, nor shall any external television or radio antenna be erected upon or affixed to the Condominium Property without the approval of the Association.

H. Regulations concerning use of the Common Elements, and Limited Common Elements, may be promulgated by the Board of Directors of the Association without membership approval. Copies of all additional regulations shall be furnished to all Unit Owners, and need not be approved by the Unit Owners to be effective and enforceable.

I. No pets shall be permitted on or in the Condominium Property or Units without the approval of the Board of Directors of the Association, which approval may be arbitrarily withheld, or as a matter of policy may be denied.

#### ARTICLE XII

#### CONVEYANCES

A. In order to assure a community of congenial residents and thus protect the value of the Units, and to further the continuous harmonious development of the Condominium, the sale, lease, and mortgage 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.

B. In the event of an attempted conveyance in contravention of the restrictions herein contained, the Association shall have the right to enforce these provisions by legal proceedings, by injunctive proceedings, or by any legal means calculated to produce compliance.

OR 620 PG 1212

c. (1) A Unit Owner, intending to make a bona fide sale or lease of his Unit, or any interest therein, shall give to the Association a written notice of his intention to sell or lease, together with the name and address of the intended purchaser or lessee and a copy of the contract of sale, and such other information as the Association may reasonably require, and the term of the proposed transaction. The fact that a proposed purchaser is a lessee of the Unit or another Unit in the Condominium shall not necessitate approval for sale or subsequent leasing of a Unit to such person. The giving of such notice shall constitute a warranty and representation by the Unit Owner that the Unit Owner believes the proposal to be bona fide, in all respects.

(2) Within twenty (20) days after the receipt of such notice, the Association shall either approve or disapprove of the transaction, and give notice thereof to the Unit Owner desiring to sell or lease. If the Unit Owner's application so requests, upon disapproval, the Association shall furnish a substitute purchaser or lessee approved by the Association (which may be the Association itself). Such substitute purchaser or lessee must be one who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser or lessee furnished by the Association shall have not less than thirty (30) days subsequent to the date of approval within which to close and such greater time as is provided in the proposed sale contract or lease.

(3) Approval shall be in recordable form signed by an executive officer of the Association, and shall be delivered to the purchaser or lessee and made a part of the conveyancing document.

(4) Failure of the Association to act in twenty (20) days shall be deemed to constitute approval in which event the Association must on demand prepare and deliver approval in recordable form.

(5) The provisions of this Article XII shall apply to subleases, assignments of leases, and to original and all successive transfers, sales, leases, subleases or assignments.

D. No Unit Owner shall sell or lease, nor shall approval be given until and unless all assessments past due are paid, or their payment provided for, to the satisfaction of the Association.

E. If a Unit Owner shall lease his Unit, he shall remain liable for the performance of all of the agreements and covenants in the Condominium documents, and shall be liable for the violations by his lessee of any and all use restrictions.

F. Every purchaser, or lessee, who acquires any interest in a Condominium Parcel, shall acquire the same subject to this Declaration, the provisions of the Articles of Incorporation, and the Bylaws of the Association and the provisions of The Condominium Act.

G. Should any Condominium Parcel at any time become subject to a mortgage or similar lien given as security, in good faith and for value, the holder thereof, hereinafter called the "Mortgagee", upon becoming the owner of such interest through whatever means, shall have the unqualified right to sell, lease or otherwise dispose of its Unit, including the fee ownership thereof, without complying with the provisions of Paragraphs C and D of this Article XII; provided however, that in all respects,

the provisions of this Declaration, the Bylaws of the Association and the provisions of The Condominium Act, shall be applicable thereto; and provided further that nothing herein contained shall be deemed to allow or cause a severance from the Unit Share of the Common Elements or other appurtenances of said Unit. Once the mortgagee mentioned above has sold, transferred or conveyed his fee simple interest to any person whatsoever, the provisions of Paragraphs C and D shall then again be fully effective with regard to subsequent sales or conveyances of said Unit.

ARTICLE XIII

OR 620 PG 1213

RIGHTS OF HEIRS AND DEVISEES  
OF  
DECEASED UNIT OWNERS

A. If the Owner of a Condominium Parcel should die and the title to his Unit shall pass to his surviving spouse or to any member of his family regularly in residence with him in the Condominium Parcel prior to his death, who is over the age of eighteen (18) years, then such successor in title shall fully succeed to the ownership, rights, duties and obligations of the Unit Owner, the provisions of Article XII of this Declaration notwithstanding.

B. If the title to the Condominium Parcel of such deceased owner shall pass to any person other than a person or persons designated in Paragraph A. above, then within sixty (60) days of such person or persons taking title, occupancy or possession of the Parcel of the deceased owner, he shall advise the Association in writing of his intention to or not to reside in the Unit and of his or their current address. The Association shall have thirty (30) days thereafter to advise said person or persons in writing, delivered or mailed to the said current address, whether or not his or their occupancy and ownership of the Unit is approved. The failure of the Association to give such advice within the said thirty (30) days shall be deemed automatic approval. If the Association does not approve the ownership and/or occupancy of the Unit by said person or persons and so notifies them, said person or persons shall remain in occupancy only until the Association of such person or persons shall have procured a purchaser acceptable to the Association for said Unit at the fair market value therefor, established by the Association, which value shall be conclusive upon all persons for all purposes unless grossly inadequate or fraudulent, or unless challenged by a professionally prepared appraisal of the Unit. The Purchaser may be the Association. The person or persons having title, possession and/or occupancy of said Unit shall execute such papers and documents as the Association may require to effect the transfer of title, possession and occupancy of the Condominium Parcel to such purchaser, and shall deliver possession and occupancy of the Condominium Parcel to such purchaser.

C. 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.

D. Nothing herein shall prevent the sale and transfer of a Condominium Parcel by the Owner thereof in the manner otherwise provided in this Declaration.

ARTICLE XIV

ASSESSMENTS

OR 620 PG 1214

A. The Association, through its Board of Directors, shall have the power to make and collect assessments, and special assessments, and such other assessments as are provided for by The Condominium Act as it may be amended from time to time, this Declaration, the Bylaws and the Articles of Incorporation of the Association.

B. Common Expenses shall include but not be limited to costs and expenses of operation, maintenance and management, property taxes and assessments against the Condominium Property (until such time as any of such taxes and assessments are made against the Condominium Parcels individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the Condominium as a whole or in respect of Association Property), insurance premiums for fire, windstorm and extended coverage insurance on the Condominium real property and Condominium personal property, premiums for public liability insurance and Workmen's Compensation insurance, if required, legal and accounting fees, management fees, operating expenses of the Condominium Property and the Association's Property; maintenance, repairs and replacements (but only as to the Common Elements and Limited Common Elements, except for emergency repairs or replacements deemed necessary to protect the Common Elements and property chargeable to the individual Condominium Parcel concerned), charges for utility and water used in common for the benefit of the Condominium; cleaning and janitor service for the Common Elements and Limited Common Elements, expenses and liabilities incurred by the Association in connection with the enforcement of its rights and duties against the members or others, and the creation of reasonable contingency or reserve for the protection of the members and the Condominium Property (i.e. reserve for replacements and repairs, operating reserve to cover deficiencies in collections), and all other expenses declared by the Board of Directors of the Association to be Common Expenses, from time to time, and any and all other sums due from the Association in respect of the recreational facilities, provided for in Article XXIV hereof.

C. The Association shall estimate from time to time the amount of Common Expenses it expects to incur and the period of time involved therein, and may assess sufficient monies from Unit Owners in proportion to their ownership of Common Elements. Assessments shall be payable monthly or in such other installments and at such times as may be fixed by the Board of Directors.

D. Should the Association through its Directors at any time determine that the assessments made are not sufficient to pay the Common Expenses, or in the event of emergencies (such as the purchase of a Unit to prevent an undesirable purchaser from becoming a Unit Owner), the Board of Directors shall have authority to levy and collect additional assessments to meet such needs of the Association.

E. All notices of assessments from the Association to the Unit Owner shall designate when they are due and payable. Assessments and installments thereof not paid when due shall bear interest from due date at ten (10%) per cent per annum or such lesser rate as may be approved by the Board of Directors.

F. In the event that assessments levied against any Unit Owner or any installment thereof shall remain unpaid for ninety (90) days or more, then, so long as such delinquent assessments and/or installments are not received by the Association, such

unpaid assessments and/or installments shall be deemed to be a Common Expense of the Association to be paid out of Association reserves or surplus, and in the event said reserves or surplus are exhausted, then by means of a special assessment, as the Board of Directors of the Association shall determine. Nothing herein shall be deemed to forgive or abate the obligation of the delinquent Unit Owner to pay the amount of such unpaid assessments to the Association, with interest and expenses of collection, or to pay assessments thereafter becoming due.

OR 620 PG 1215

ARTICLE XV

LIEN OF THE ASSOCIATION

The Association shall have a lien on each Unit for any unpaid assessment, and interest thereon against the Unit Owner of such Unit, as provided in The Condominium Act. In the event such lien is asserted or claimed, the delinquent Unit Owner agrees to pay reasonable attorney's fees sustained by the Association incident to the collection of such unpaid assessment or the enforcement of such lien, and that the said lien shall also secure the payment of such attorney's fees. Said lien shall be effective from and after its recording in accordance with the provisions of The Condominium Act, and shall otherwise be enforceable as provided in The Condominium Act.

ARTICLE XVI

TAXATION

The Condominium Act provides that property taxes and special assessments shall be assessed against and collected on the Condominium Parcels, and not upon the Condominium Property as a whole. Such taxes, when assessed, shall be paid by each Unit Owner, in addition to the payment of such Unit Owner's share of Common Expenses. However, until such procedure is put into effect and operation by the taxing authorities, it is likely that tax bills may be rendered against the entire Condominium Property, including Common Elements and Units. In such case, the tax will be apportioned against each Parcel, according to the percentage of the ownership of Common Elements contained in Exhibit 2, and otherwise shall be treated as a Common Expense. Whenever a tax or assessment is made or levied against the Condominium Property as a whole, instead of against each Parcel, it shall be treated as a Common Expense, in accordance with the provisions of this Article XVI.

ARTICLE XVII

MAINTENANCE AND REPAIR

A. The Owner of each Unit at his own expense shall be responsible for the maintenance of his Unit and all equipment and fixtures therein, including, but not limited to, all air conditioning equipment used in or appurtenant to that Unit, including compressors, whether located in that Unit or on the Common Elements; and must promptly correct any condition which would, if left uncorrected, cause any damage to another Unit, and shall be responsible for any damages caused by his negligent

failure to act. Furthermore, the Owner of each Unit shall, at his own expense, be responsible for the upkeep and maintenance, 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 and the attached balcony or patio, and such Owner shall at his own expense maintain and replace when necessary all screening within or in the perimeter wall of a Unit and/or its attached balcony or patio and all window and plate glass in windows and doors in the perimeter walls of the Unit and attached balcony or patio. Notwithstanding the foregoing maintenance and repair obligation of Unit Owners, the Association, in the exercise of its discretion, may require that Unit Owners conform to established levels of maintenance and upkeep with respect to balconies and patios and may reasonably regulate and control the appearance, painting and decorating and utilization of the balconies and patios. The association may also undertake the painting, maintenance and/or repair of all exterior walls of the Condominium, whether or not falling within a balcony or patio, as part of any overall program of maintenance and repair. Unit Owners will be individually responsible for the maintenance of the electrical system and electrical distribution systems within their own Units from and including the fuse box applicable and servicing the Unit to and including the outlet within the Unit. It shall be the responsibility of the Association to maintain and repair the electrical system and distribution lines up to the individual unit fuse boxes.

B. Except as provided in Paragraph A. above and elsewhere in this Declaration, the Association shall be responsible for the maintenance, repair and operation of the Common Elements and Limited Common Elements of the Condominium. The Association shall have all powers necessary to discharge this responsibility, and may exercise these powers exclusively if it so desires, or may delegate them as elsewhere provided for in this Declaration, the Articles of Incorporation and/or the Bylaws of the Association.

#### ARTICLE XVIII

##### ALTERATION OF UNITS

A. No Owner of a Unit shall make or cause to be made any structural modifications or alterations in his Unit, or in the water, gas, electrical, plumbing, air conditioning equipment, or utilities therein, without the consent of the Association, which consent may be withheld in the event the Board of Directors of the Association determines that such structural alterations or modification would in any manner endanger the building of which the Unit is a part. If the modification or alteration desired by a Unit Owner involves the removal of any permanent interior partition, the Association may permit such removal if the partition is not a load-bearing partition, and if the removal thereof does not interfere with any common utility source. No Unit Owner shall cause any improvements or changes to be made to the exterior of the building of which the Unit is a part, including painting, installation of electric wires, television antennae, hanging plants, shades or screens, or air conditioning units which may protrude through the walls or the roof of the building or in any manner change the appearance of the exterior of the building or any portion not within the Unit, without the written consent of the Association.

B. Provisions of Paragraph A. to the contrary notwithstanding, with the permission of the Association or of the Developer, abutting Units may be physically combined into a single dwelling,

but they shall nevertheless, for all other pertinent purposes, including, but not limited to, assessments, attribution of Common Elements and voting, be deemed separate units. Units which have been or are combined to form one dwelling may be severed into their component Units (separate Units) at any time the Owner of the combined Units so desires. Any construction or modification of the interior of such Units as may be required to effectuate the severance of the combined Units into separate Units shall be subject to the approval of the Board of Directors of the Association, which approval shall not be unreasonably withheld. Such modifications for the combining or severing of combined Units shall in any and all events be accomplished at the sole expense of the Unit Owner or Owners of the combined Units and not at the expense of the Association. Nothing herein shall be deemed to require the Association or the Developer to approve any structural modification which involves the weakening, movement or significant modification of any load-bearing element. Furthermore, nothing herein shall be deemed to require the Association or the Developer to approve any modification which will alter the exterior appearance of the building in which the Units are located.

C. Any alteration in Units owned by the Developer or a successor Developer, as hereinafter defined, shall not require the approval of the Association, but such approval may be given solely by the Developer herein named or by his designee or nominee specifically granted such authority. Provisions of this Paragraph C. may not be amended without the approval in writing of the Developer or the specific designee or nominee of the Developer.

#### ARTICLE XIX

The Association shall have the right to make or cause to be made substantial and material alterations, improvements and additions to the Common Elements, in accordance with the following provisions:

(1) A special meeting of all of the Unit Owners may be called for the purpose of acting upon the proposal for such substantial alteration, improvement or addition, upon not less than fourteen (14) days' nor more than thirty (30) days' notice.

(2) A majority of all the Unit Owners shall vote in favor of the proposal in person or by proxy.

(3) The cost of such alteration, improvement or addition shall be assessed and collected as a Common Expense, but each Unit Owner shall bear that portion or share of such cost as is the same as the share of the Common Elements appurtenant to his Unit, as such shares are set forth in Exhibit 2 of this Declaration, except that the Developer may not have to share in such assessment as provided in the Articles of Incorporation.

#### ARTICLE XX

##### LIABILITY INSURANCE

The Board of Directors of the Association 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 and Limited Common Elements of the Condominium. The Board of Directors shall collect and enforce the payment of a share of the premium for such insurance from each Unit Owner as an assessment in accordance with the percentages set forth in Article VI, Paragraph B. of this Declaration. Each individual Unit Owner shall be responsible for the purchasing of liability insurance for accidents occurring in

his own Unit. 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 Articles of Incorporation and the Bylaws of the Association. The Owner of a Unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the Common Elements except as may be provided by law.

A Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house. If there shall become available to the Association a program of insurance which will not only insure the Association's liability and the liability of Unit Owners with respect to the Common Elements and Limited Common Elements, but also the liability of individual Unit Owners with respect to the interior of their Units, then the Association may obtain such liability insurance coverage protecting both the Association and the Unit Owner against all liabilities for damage to persons and property whether occurring within or without a Unit, and the premium therefor shall be a Common Expense. If it shall appear that Unit Owners in such a program of insurance are entitled to elect additional coverages or excess coverage above that coverage elected by the Association for all Unit Owners, then the Association may require the individual Unit Owners selecting the excess coverage to pay the reasonable premium for such additional or excess coverage.

#### ARTICLE XXI

#### PROVISIONS FOR CASUALTY INSURANCE; PAYMENT OF PROCEEDS; RECONSTRUCTION; INSURANCE TRUSTEE

A. PURCHASE OF INSURANCE. The Board of Directors shall keep the Condominium Property insured against loss or damage by fire and hazards covered by a standard coverage endorsement and such other risks of a similar or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the buildings erected upon the Condominium Property. The Condominium Property shall include all the buildings erected upon the land, all fixtures and personal property appurtenant thereto owned or used by the Association or constituting part of the Common Elements or Limited Common Elements and all Units contained therein but excluding the interiors of Units and personal property therein. The insurance shall insure the interest of the Association and all Unit Owners and their mortgagees as their interests may appear in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier if such insurance is reasonably available. The Association is authorized to obtain and accept a policy with a deductible clause if the Association cannot reasonably obtain coverage without such a clause. The Board of Directors shall have no liability to the Association, the members or any other person for the failure to obtain insurance without a deductible clause and/or for the failure to obtain insurance in the full amount of the coverage required hereunder if, in good faith, a majority of their whole number shall have determined that such insurance is not reasonably available.

B. ASSURED AND LOSS PAYABLE. All casualty insurance policies purchased by the Association hereunder shall be for the benefit of the Association and all Unit Owners and their mortgagees as their interests may appear and shall provide that all proceeds covering casualty losses of \$10,000.00 or less shall be paid to the Association. Any sum in excess of \$10,000 shall be

paid to an insurance trustee. An insurance trustee shall be any bank or trust company or other corporate trustee authorized to and doing business in Charlotte County, Florida, designated by the Board of Directors of the Association and approved by a majority of the mortgagees of the Units in the Condominium (the term "majority" meaning the holders of debts secured by first mortgages, the unpaid balance of which is more than one-half (1/2) the unpaid principal balance of all first mortgages on said Units collectively). Said trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums or the sufficiency of premiums nor for the failure to collect any insurance proceeds. The Insurance Trustee shall be responsible only for monies which come into its possession and only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust pursuant to the terms of the Insurance Trust Agreement between the Association and the Insurance Trustee, which shall not be inconsistent with any of the provisions herein set forth.

**C. PAYMENT OF PREMIUMS: TRUSTEE'S EXPENSES AND COLLECTION**

The Board of Directors shall collect and pay the premiums for casualty insurance and all fees and expenses of the Insurance Trustee as a 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 Insurance Trustee in the same manner as all other assessments.

**D. MANDATORY REPAIR.** Unless there occurs substantial damage to or destruction of all or a substantial part of the Condominium Property, as hereinafter defined, and subject to the provisions hereinafter provided, the Association and the Unit Owners shall repair, replace and rebuild the damage caused by casualty loss and pay the costs of the same in full. The Association shall levy assessments in the event insurance proceeds are insufficient for the purpose of repairing, replacing and rebuilding the damage caused by casualty loss, which shall be borne by the Unit Owners in proportion to the shares set forth in Exhibit 2 of this Declaration.

**E. DETERMINATION OF DAMAGE AND USE OF PROCEEDS.**

(1) Immediately after a casualty causing damage to any part of the Condominium Property, the Board of Administration shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss; provided however, that if a casualty causing damage is limited to a single Unit, then it shall be the responsibility of that Unit Owner to obtain estimates of the cost of replacement as aforesaid. 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 special assessment against all Unit Owners for that portion of the deficiency related to Common Elements and Limited Common Elements, in accordance with the percentages set forth in Exhibit 2 of this Declaration, and against the individual Unit Owners for that portion of the deficiency related to individual damaged units; provided, however, that if, in the opinion of the Board of Directors, it is impossible to accurately and adequately determine the portion of the deficiency relating to individual damaged Units, the Board of Directors shall levy the special assessment for the total deficiency against each of the Unit Owners according to the percentages set forth in Exhibit 2 of this Declaration.

(2) Unless there occurs substantial damage to or destruction of all or a substantial portion of the Condominium Property, and the Unit Owners fail to elect to rebuilt and repair as provided in Paragraph F. below, the Insurance Trustee shall disburse the net proceeds and the funds collected by the Board of Directors from the assessment hereinabove set forth to repair and replace any damage or destruction of property, and shall pay any balance remaining to the Unit Owners and their mortgagees, as their interests may appear, and the proceeds of insurance and the funds collected by the Board of Directors from the assessments as hereinabove provided shall be held by the Insurance Trustee in trust for the use and purposes herein provided. The Insurance Trustee shall have no obligation or duty to see that the repairs, reconstruction or replacements required hereunder are performed or accomplished, but such duty shall be the Association's.

F. TOTAL DESTRUCTION. As used in this Declaration, and in any other connection or context dealing with this Condominium, the term "substantial damage to or destruction of all or a substantial portion of the Condominium Property" shall mean that two thirds or more of the Units are rendered untenable by casualty loss or damage. Should there occur substantial damage to or destruction of all or a substantial part of the Condominium Property, the Condominium Property shall not be reconstructed unless two thirds of the Unit Owners shall agree thereto, in writing, within sixty (60) days after the casualty loss or damage occurs. In the event such reconstruction is not approved as aforesaid, the Insurance Trustee is authorized to pay proceeds of the insurance to the Unit Owners and their mortgagees as their interests may appear, and the Condominium Property shall be removed from the provisions of The Condominium Act, as amended. The determination not to reconstruct after casualty shall be evidenced by a certificate, signed by one of the officers of the Association, stating that the said sixty-day period has elapsed and that the Association has not received the necessary written approval from two-thirds of the Unit Owners.

G. RIGHTS OF MORTGAGEES. If any first mortgagee of any Condominium Unit shall require it, the Association shall from time to time deposit in a savings account established for the purpose, or with the Insurance Trustee, sufficient monies in escrow to insure the payment of the casualty insurance premiums insuring the Condominium Property. A majority of such mortgagees as hereinabove defined may designate the Bank, Savings and Loan Association or Insurance Trustee as the depository of these funds and may determine the provisions of the escrow, but only one such escrow account shall be required. However, the Association shall not be required to fund this escrow more frequently than one a month nor deposit therein from month to month an amount greater than one-twelfth of the reasonably estimated casualty insurance premium next due, per month. Any mortgagee in any mortgage which in accordance with the provisions of the mortgage shall have the right to demand insurance proceeds in the event of a casualty loss to the property secured by said mortgage waives the right to such proceeds if the proceeds are used pursuant to this Declaration of Condominium to repair, replace or restore the property subject to the mortgage lien. However, nothing herein shall be deemed a waiver by the mortgagee of its rights, if any, to require that any surplus proceeds over and above the amounts actually used for repair, replacement or reconstruction of the property, subject to the mortgage, be distributed to the mortgagee and the Unit Owner as their interests may appear. The owner and holder of any first mortgage on any Unit shall have the right to approve the plans and proposals for any repairs, reconstruction or replacements to the Unit or Units encumbered by its mortgage or mortgages, and no such repairs, reconstruction or replacements shall be begun or undertaken without such approval, which approval shall not be unreasonably withheld.

H. ASSOCIATION AS AGENT. The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association, and to execute releases therefor.

OR 620 PG 1221

ARTICLE XXII

MORTGAGES

A. An 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 owners of Condominium Parcels and the names of mortgagees holding mortgages on Condominium Parcels. The failure to notify the Association of the existence of a mortgage shall in no way impair the validity of the mortgage. If an owner mortgages his Condominium Parcel, he shall not be permitted to modify, alter or change the physical aspect of the Unit without the written authorization of the mortgagee. The Association shall, at the request of a mortgagee, report any unpaid assessments due from the Owner of a Condominium Parcel.

B. If the holder of a mortgage of record or other purchaser of a Condominium Parcel obtains title to the Condominium Parcel as a result of foreclosure of the first mortgage or as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the share of the Common Expenses or assessments by the Association pertaining to the Condominium Parcel so acquired or chargeable to the former Unit Owner of the acquired parcel which became due prior to the acquisition of the title as a result of the foreclosure or deed in lieu of foreclosure unless the share is secured by a claim of lien for assessments recorded prior to the recording of the mortgage which is foreclosed or for which a deed was given in lieu of foreclosure. That unpaid share of the Common Expenses or assessments shall be Common Expenses collectible from all of the Unit Owners including such acquirer, his successors and assigns. A mortgagee acquiring title to a Condominium Parcel as a result of foreclosure or deed in lieu of foreclosure may not be excused from the payment of some or all of the Common Expenses coming due during the period of the mortgagee's ownership.

ARTICLE XXIII

DEVELOPER'S UNITS, RIGHTS AND PRIVILEGES

A. The provisions of Article XII of this Declaration respecting sale, transfer and lease of Condominium Parcels shall not be applicable to the Developer. The Developer has and reserves the right to sell, lease or rent Condominium Units and Parcels to any purchaser or lessee approved by it, subject, however, to the use restrictions herein provided. 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 premises and use the Common Elements. In the event there are unsold Units, the Developer retains the right to ownership thereof under the same terms and obligations as other owners of Condominium Parcels except as elsewhere herein provided. The Developer may sell, lease, mortgage and/or rent parcels owned by it to any person or persons whomsoever and the provisions of Paragraph C. through F. of Article XII shall not be applicable to Developer or to any such sale, mortgage, conveyance or lease by the Developer notwithstanding anything to the contrary contained in this Declaration, the By-laws or the Articles of Incorporation of the Association.

B. So long as the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken by the Association, either through action of its Board of Directors or its membership, without the Developer's approval in writing, unless otherwise provided by law:

(1) Assessment of the Developer as a Unit Owner for capital improvements; and

**OR 620 PG 1222**

(2) Any action by the Association that would be detrimental to the sale of Units by the Developer; however, an increase in assessments for common expense without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units for the purpose of this Paragraph.

C. The provisions of this Declaration to the contrary notwithstanding, the Developer may retain and use, as sales offices, promotion and developmental offices and models, any Units, Common Elements and Limited Common Elements retained by the Developer or owned by the Developer or the use of which has been reserved to the Developer in this Declaration and/or other Condominium Documents or by contract, so long as such use shall also conform with applicable laws, zoning, rules and ordinances of the appropriate governmental jurisdictions.

D. For the purpose of this Article XXIII and the powers, rights and authorities granted to the Developer, the Developer shall be deemed to mean not only GENERAL DEVELOPMENT CORPORATION as defined in Article I hereof, but also any of its parent and/or related corporations designated by it by instrument in writing to be considered the Developer herein for the purposes set forth herein or any of them and/or any corporate agent of said Developer similarly designated by the Developer to be treated as a developer for the purposes herein contained or any of them, which agent is involved in the development, promotion, construction and/or sales of this Condominium and its Units. The term "Developer" shall also include for all purposes contained in this Declaration and its Exhibits, any successor or alternate developer appointed by the said GENERAL DEVELOPMENT CORPORATION as a successor or alternate Developer by an instrument in writing specifically setting forth that such successor or alternate is to have the rights, duties, obligations and responsibilities, in whole or in part, of the Developer hereunder as successor to the said GENERAL DEVELOPMENT CORPORATION, providing that such instrument in writing shall be executed by such successor or alternate developer indicating its consent to be so treated as the "Developer".

E. This Article shall not be amended without the written consent of the Developer (and any successor or alternate Developer designated in accordance with the provisions of Paragraph D.) above.

#### ARTICLE XXIV

#### RECREATIONAL FACILITIES

A. The Association, upon recommendation of a majority of its Board of Directors and with the consent of a majority of the Association's members and subject to the requirements of Paragraph C. below, may from time to time acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the Unit Owners. Such agreements shall provide the manner in which they may be amended; otherwise, an amendment shall require all the approvals set forth in this Paragraph A. and Paragraph C. below.

B. So long as the Association shall be subject to the

provisions, covenants, conditions or promises contained in any agreement, lease or other undertakings entered into under the authority of this Article XXIV, this Article may not be modified, amended or changed in any regard without the consent in writing of the lessor therein or the equivalent party, if he be not properly denominated "lessor", which consent shall be evidenced by said lessor equivalent party joining in the execution of the certificate of amendment with the formalities required for deeds.

OR 620 PG 1223

C. The provisions of Paragraph A. above notwithstanding, mortgagees holding first mortgages on any Unit or Units, shall, if they acquire such Units by foreclosure or deed in lieu of foreclosure, take such Unit or Units exempt from and free and clear of any of the terms and obligations and without the use and benefits of such agreements entered into under the authority granted in Paragraph A above to the same extent and effect as if such agreements did not exist, unless such mortgagee or subsequent owner of such Unit taking title through such mortgagee shall at any time consent in writing to such agreement or agreements, in which case the exemption granted in this Paragraph C. shall thereafter not apply to such Unit or Units. The exemption granted in this Paragraph C. shall include, but not be limited to, an exemption from the payment of the pro rata share of any rent, license fees, use fees, maintenance charges or other exactions imposed upon the Association and/or its Unit Owners under the terms of such agreements, whether or not such impositions or obligations shall constitute common expenses of the Condominium. If, however, at or before the time the Association enters into such agreement or agreements, a majority (as defined in Paragraph B. of Article XXI hereof) of the first mortgagees of the Units in the Condominium shall approve said agreement or agreements, then the exemption provided for in this Paragraph C. shall not apply to any mortgagee or to any Unit in the Condominium.

D. The provisions of Paragraph A. to the contrary notwithstanding, the consent of the Developer shall be required prior to the Association's entry into any agreement or acquisition authorized under Paragraph A., so long as and while the Developer owns any Units. This Article XXIV shall not be amended without Developer's consent.

E. The Developer will convey to the Association a 48/368 interest in the real and personal property described as the recreation facilities in Exhibit 5 attached hereto and made a part hereof, which property is held in common in accordance with the fractional interests listed on Exhibit 5, attached hereto and made a part hereof (the "Recreation Facilities"). The Recreation Facilities consist of the land and improvements thereon described in Exhibit 5 hereto and made a part hereof.

All of the improvements are shown on the plan of CHARLOTTE SQUARE attached hereto as Page 4 to Exhibit 1 to this Declaration of Condominium.

F. The Recreation Facilities are for the use of all residents of CHARLOTTE SQUARE and are restricted to such use for a period of 20 years from March 9, 1978. At this time there are 320 residential apartments on CHARLOTTE SQUARE. In addition, this Condominium when completed will add 48 Units to the CHARLOTTE SQUARE Community. The Developer does not share in the maintenance of the Recreation Facilities except that the Developer will pay 48/368 of the real estate taxes assessed against the Recreation Facilities for the years 1978 and 1979, from March 9, 1978. The obligation for an additional 1/368 of such taxes shall be assumed by the Association as each Unit is deeded to the Unit Owner other than the Developer. That Unit Owner shall pay to the Association its share of such obligation which shall be contributed by the Association as part of its monthly maintenance obligation in respect of the Recreation Facilities. The maintenance of the Recreation

Facilities shall be paid by the CHARLOTTE SQUARE condominium associations in proportion to their fractional ownership interests in the Recreation Facilities except that interest owned by the Developer. The Developer shall commence to pay its proportionate share of such maintenance, on behalf of the Association, at such time as a certificate of occupancy for the Condominium improvements is issued by appropriate governmental authorities. As each Unit is conveyed in the condominium to other than the Developer, the Developer's obligation shall be decreased by 1/368 and the obligation for maintenance will be assumed by the new Unit Owner and accordingly paid to the Association as part of the Unit Owners monthly maintenance charges. The Developer shall not be obligated in any way to pay any share of any capital improvements to the Recreation Facilities by reason of its ownership of an interest in the Recreation Facilities or in the Units of the Association which has an interest in the Recreation Facilities.

ARTICLE XXV

SEPARABILITY OF PROVISION

Invalidation of any of the covenants, conditions, limitations or provisions of this Declaration or in the Articles of Incorporation or the Bylaws of the Association or of The Condominium Act shall in no way affect the other provisions of this Declaration which shall remain effective.

ARTICLE XXVI

TERMINATION

The provisions for termination contained in Paragraph F. of Article XXI of this Declaration are in addition to the provisions for voluntary termination provided for by The Condominium Act, as amended. In addition, the Condominium may be voluntarily terminated if the proposed voluntary termination is submitted to a meeting of the members pursuant to notice and is approved in writing within ninety (90) days after said meeting by three-fourths of the total vote of the members of the Association and by all holders of mortgages encumbering Units in the Condominium.

ARTICLE XXVII

EASEMENTS FOR ENCROACHMENTS

All the Condominium Property and all the Units and the Common Elements and the Limited Common Elements shall be and are singly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the building or other improvements upon the Condominium Property, which encroachments shall be permitted to remain undisturbed and such easements shall and do exist and shall continue as valid easements so long as such encroachments exist. A valid easement for the maintenance of such encroachments is herein created so long as such encroachments stand.

ARTICLE XXVIII

TRANSFER OF PARKING SPACES AMONG UNIT OWNERS

The provisions of Article XII, "CONVEYANCES", of this Declaration to the contrary notwithstanding, Unit Owners from time to time may convey and transfer their rights in and to the parking spaces constituting Limited Common Elements appurtenant to their Units from one Unit Owner to another; on notice to the Association, and with the written consent of the holders of any mortgages encumbering the Unit from which the parking space is being transferred, with the following limitations and in the following manner:

A. Such transfer or conveyance shall be authorized and valid providing that subsequent to the transfer or conveyance, the Unit from which the parking space shall have been transferred or conveyed shall retain at least the use of one (1) parking space appurtenant thereto as a Limited Common Element and the Unit to which the parking space shall have been transferred or conveyed shall have the use of no more than two (2) parking spaces appurtenant thereto as Limited Common Elements. No portion of the Common Elements attributable to a Unit shall be transferred or conveyed from one Unit to another by reason of the transfer or conveyance of the use of a parking space, and the undivided shares in the Common Elements, as set forth in Article VI of this Declaration, shall in no way be varied or changed with respect to any Unit for reason of the transfer or conveyance of the use of a parking space.

B. Such a transfer or assignment of use shall be evidenced by a written assignment executed by both the transferor and transferee. It shall identify the transferor by name and as a Unit Owner and shall identify that Unit by number. It shall also identify the transferee by name and as a Unit Owner of the Unit, by number. It shall set forth in substance that the parties are transferring and conveying the use of a particular parking space which is a Limited Common Element appurtenant to the Unit owned by the transferor to the transferee, for the purpose of having the use of the particular space become a Limited Common Element appurtenant to the Unit owned by the transferee. It shall further set forth the consent of the transferee to the transaction and the transferee's agreement and undertaking that thereafter said parking space shall constitute a Limited Common Element appurtenant to the transferee's Unit subject in full to the provisions of this Declaration of Condominium.

C. Under no circumstances shall the transfer of the parking space be deemed effective until a copy of the executed assignment document is delivered to the Association.

D. Nothing herein shall be deemed to authorize the transfer of any Limited Common Element or other appurtenance to a Unit or any part or share thereof to any person or persons whomsoever, except that the Limited Common Elements which constitute the use of parking spaces may, as herein provided, be transferred between Unit Owners. At no time may the use of parking spaces be owned or held, in whole or in part, by any person or persons who are not Unit Owners. Any transfer or conveyance of the use of a parking space to any person who is not a Unit Owner, shall be totally void.

#### ARTICLE XXIX

##### SPECIAL MAINTENANCE PROVISIONS

A. MAINTENANCE CONTRACTS. If there shall become available to the Condominium Association a program of contract maintenance for all appliances and/or all air conditioning compressors and/or air handlers serving individual Units which the Association determines is to the benefit of the Unit Owners to consider, then upon resolution of the Unit Owners by a majority of those voting at a meeting of the Unit Owners at which a quorum is present, or by a majority of their whole number in writing, the Association may enter into such contractual undertakings. The costs under such contracts shall be Common Expenses. If, on the other hand, the Association determines that the program may be undertaken by the Association for the benefit of Unit Owners who elect to be included in the program, then the Association may undertake the program without the consent of the membership, and the costs of such contracts shall be borne exclusively by

the Unit Owners electing to be included in the program, and shall not be a Common Expense of the Association, but the Association may arrange for the collection of the contract costs from the individual Unit Owners electing to be included therein, may execute the contracts involved upon such terms and conditions as the Association deems proper and may require the Unit Owners electing to participate in such program to execute such assessments as the Association shall deem proper to evidence the said Unit Owners' obligations to the Association for their proportionate share of the costs of such program.

B. The Developer, each Unit Owner and their successors and assigns, acknowledge that this Condominium is or will be one of several condominiums located in the development known as CHARLOTTE SQUARE. In order to provide for the unified maintenance and upkeep of the entire development and for the economical discharge of the management and maintenance functions of the Common Elements and Limited Common Elements of each condominium and of the Recreation Facilities for the benefit of the Condominium Unit Owners, the Association while the Developer appoints all of the Directors thereof and thereafter is authorized to and shall together with the other condominium associations of other condominiums in the development known as Charlotte Square form or join an association or organization for the management of the common interests of the CHARLOTTE SQUARE developments, and through such entity or directly with such other associations appoint and/or enter into a contract with any person, firm corporation or other real estate management agent including the Developer to provide for the unified and uniform maintenance and repair of the condominium property to the effect that there shall be one general supervising directorate for the maintenance and repair of the condominium properties of all condominiums and/or the Recreation Facilities in the CHARLOTTE SQUARE development. Any such unified managing agent may be granted any and all powers of the Association which are exercisable by the Board of Directors as provided for in the Articles of Incorporation or the Bylaws of the Association, and in accordance therewith or as are provided in the documents governing any entity of which the Association is a member formed to manage the CHARLOTTE SQUARE development common interests. The terms of said contract with any unified managing agent shall conform to the requirements of The Condominium Act and this Declaration and Exhibits thereto.

The Developer may cause the Association to enter into such management agreement with the Developer as managing agent upon completion of the Condominium improvements.

#### ARTICLE XXX

#### MISCELLANEOUS PROVISIONS

A. COMMENCEMENT OF DEVELOPER'S OBLIGATIONS. Notwithstanding anything contained in this Declaration or Exhibits thereto to the contrary, the Developer's obligation to pay maintenance for monthly common expenses may be deferred and excused as follows:

(1) The Developer as the owner of any Unit shall not be required to pay any of the Common Expenses of the Condominium as it would otherwise be obligated to pay in respect of the Units owned by it represented by assessments which become due and payable in whole or in part at any time prior to the first day of the fourth calendar month next succeeding the month of the first conveyance of a Unit by the Developer to a purchaser; providing, however, that the Developer shall be obligated to pay that portion of the Common Expense attributable to such Units owned by it which are collected

for the express purpose of paying or of providing an escrow for the payment of any and all real estate taxes levied or assessed against the Condominium Property as a whole if such taxes are Common Expenses under the provisions of this Declaration or of the Bylaws of the Association.

**OR 620 PG 1227**

(2) The Developer shall be excused from the payment of its share of the Common Expense which would have been assessed against its Units during the period of time that it shall have guaranteed to each Unit Owner or, by agreement between the Developer and at least a majority of the Unit Owners other than the Developer, that the assessment for Common Expenses of the Condominium imposed upon the Unit Owners will not increase over a stated dollar amount; providing that the Developer shall obligate itself to pay any amount of Common Expenses incurred during that period (of the guarantee of maintenance) and not produced by the assessments at the guaranteed level received and receivable from other Unit Owners. Such guarantee or agreement of the Developer may be contained in the Purchase Agreements for Units in the Condominium heretofore and hereafter executed by the Developer and purchasers of Units.

**B. RIGHT OF ENTRY.** The Association, its officers, Directors, agents and employees, shall at all times have the right to enter the Units at reasonable times for the purposes of inspecting the Common Elements, gaining access to the Common Elements, or making repairs or otherwise maintaining the Property, or to abate emergency situations which threaten damage to the Condominium Property or any of it.

**C. EASEMENTS FOR INGRESS AND EGRESS.** The Developer retains the right and shall at all times have the right to declare and create, from time to time, without the joinder or consent of any Unit owner or the Association, and does hereby declare easements for ingress and egress upon that portion of the Condominium Property indicated on Exhibit 1 hereto for the use and benefit of the Owners and occupants of real property or any interest therein in the real estate development known as CHARLOTTE SQUARE, of which the Condominium Property is a part, their heirs, successors and assigns, the members of their family, their servants, employees and lawful guests, to travel upon by foot, bicycle, automotive vehicle or in other lawful manners, for ingress and egress to and from the public rights-of-way to and from any point within CHARLOTTE SQUARE. Future easements may be conditioned as the Developer shall require and set forth in the instrument creating such interests. This Paragraph C. shall not be amended nor shall the Declaration be amended in any way to defeat, restrict or reduce the Developer's rights herein contained without the written consent of the Developer.

**D. PUBLIC UTILITY EASEMENTS.** The Developer retains the right and shall at all times have the right to declare and create, from time to time, without the joinder or consent of any Unit Owner or the Association, easements upon the Condominium Property for use as public utility easements, providing only that such easements when created shall be reasonable, and consistent with then-existing improvements upon the Condominium Property. There are reflected upon Exhibit 1 to this Declaration easements for utilities and for drainage, which easements are hereby created and shall be in addition to any easements created by the Developer under this Paragraph D. This Paragraph D shall not be amended nor shall this Declaration be amended in any way to defeat, restrict or reduce the Developer's rights herein contained without the written consent of the Developer.

**E. CABLE TELEVISION.** The improvements on the Condominium Property have been wired for cable television and cable television

antenna master wiring has been provided in such improvements. Each Unit Owner, and not the Condominium Association, shall be responsible for the service charge or rental lawfully assessed or reserved by the company owning and/or controlling the cable television facility and providing service to the Condominium, which service charge is attributable to said owner's Unit. Cable television service shall be optional and separately contracted for by each Unit Owner.

OR 620 PG 1228

F. **ABUTTING UNITS.** With the written consent of the Association, and with the written consent of their mortgagees, if any, the Unit Owners of abutting Units may agree, by instrument in writing, to move the boundary between their abutting Units and/or abutting Limited Common Elements in such manner as to include additional rooms, spaces and/or patios or balconies, or parts thereof, in one Unit and to exclude them from the other. Such writing shall have as an exhibit thereto an architectural or engineering drawing certified to in the manner required by The Condominium Act demonstrating the new boundary lines between the two Units and otherwise certified to in the manner required by law. The document establishing the new boundary lines shall also redistribute between the two units involved the Common Elements, Limited Common Elements and Common Expense in a reasonably equitable manner such that totals of each of those items as reassigned to the two Units shall equal the same totals previously assigned to the two Units. The instrument creating the new boundary lines shall be executed with the formality required for deeds by all the Unit Owners of the Units involved, all the mortgagees and/or the Association may demonstrate their consent by a separate instrument in writing similarly executed. The said instrument and consents shall be filed among the Public Records of Charlotte County, Florida and shall constitute an amendment to the Declaration of Condominium which shall be effective from and after its recording and shall not require the consent to or any vote of the membership. The Association's approval may be conditioned upon the said Unit Owners adequately providing for entrances, modifications in the perimeter walls of the two Units where the changes are to be made, and assurances by the Unit Owners to the Association that all costs and expenses thereof will be borne in full and paid for by the said Unit Owners. Nothing herein shall require the Association to give its approval to the amendment contemplated herein if the modifications in the Units required to effectuate the change of boundary line would in any way endanger the structure, violate applicable zoning laws, rules and regulations, or result in a Unit whose interior area is less than that of the smallest other Unit in the Condominium. Assuming that the foregoing is complied with, the Association shall not unreasonably withhold its approval. So long as the Developer shall own any abutting Units, the Developer may, in lieu of the Association, grant the approvals herein required with respect to those Units. Such approvals shall be binding on the Association providing only that before the amendment is recorded and the reconstruction or the modification of the Units undertaken, the Association shall be given reasonable assurance that the costs and expenses of the reconstruction or modification will be fully paid for by the Unit Owners and that the modifications do not violate applicable zoning laws, rules and regulations nor endanger the structural integrity of the building in which the modifications are being made. It shall not be necessary for any document to be placed of record to evidence such assurances, conformity with zoning laws, rules and regulations or proof that the structural integrity of the building is not endangered for the amendment to be effective. The recording of the amendment without such statements or assurances shall be presumptively sufficient providing only that in the event approval is given by the Developer rather than the Association the approval should contain a statement by the Developer that the Association had been given at least thirty (30) days' written notice of its intention or the intention of the Unit Owners to record the amendment.

Notice shall be given by delivery or mailing to the Directors of the Association, other than those appointed by the Developer (if there be any), of a copy of the amendment in proposed form.

G. DEVELOPER'S RIGHTS. Any provisions of this Declaration to the contrary notwithstanding, no provision of this Declaration or of the Articles of Incorporation or the Bylaws of the Association granting or reserving to the Developer any rights, powers, authorities, usages or dispensations may be modified or amended in any way which will impair or restrict those rights, powers, authorities or special dispensations without the written approval of the Developer so long as the Developer or any successor or alternate Developer shall own any Units in the Condominium.

OR 620 PG 1229

H. LEASING AND SALE. The provisions of Article XII of this Declaration regarding the restrictions on leasing and the right of the Association may be waived as a matter of Association policy uniformly applicable to all Unit Owners, upon recommendation of the Association approved by resolution of the membership of the Association. Notwithstanding such waiver, the Board of Directors shall have the power to reimpose any of the waived restrictions or limitations set forth in Article XII without approval of the membership. By a two-thirds vote of the Board of Directors, the Board may impose additional restrictions and rules and regulations upon the leasing of Units in addition to those contained in Article XII, but no such rules and regulations shall be deemed applicable to any lease existing at the time of the promulgation of such rules and regulations, to the extent that such rules and regulations are inconsistent with the contractual obligations in the lease.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Condominium to be executed by its duly authorized officers and its corporate seal to be affixed this 10 day of December, 1977.

Signed Sealed and Delivered  
in the presence of:

[Signature]  
G. Peter Stone

GENERAL DEVELOPMENT CORPORATION

[Signature]  
ROBERT F. EHRLING,  
Senior Vice President

ATTEST: [Signature]  
SAUL J. SACH,  
Assistant Secretary

(CORPORATE SEAL)

STATE OF FLORIDA )  
                          ) SS  
COUNTY OF DADE )

OR 620 PG 1230

I HEREBY CERTIFY that on this 10 day of December  
1979, before me personally appeared ROBERT F. EHRLING and SAUL J. SACK,  
Senior Vice President and Assistant Secretary, respectively, of  
GENERAL DEVELOPMENT CORPORATION, a corporation under the laws of the State  
of Delaware, who acknowledged before me that they executed the foregoing  
instrument as such officers for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I hereunto set my hand and official seal  
at Dade County, Florida, this 10 day of December 1979.

*Patricia Brewington*  
NOTARY PUBLIC  
State of Florida at Large



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCTOBER 25, 1980

EXHIBIT 1

TO THE DECLARATION OF CONDOMINIUM

OF:

CAMBRIDGE HOUSE OF PORT CHARLOTTE - A CONDOMINIUM

Exhibit 1 is the Survey, Plot Plan and Graphic Description of the improvements of and upon the Condominium Property mentioned in Article V of the Declaration of Condominium, and is comprised of the drawings with certification, notes, legends and description shown on Sheets 1 through 14 of this Exhibit 1 and recorded simultaneously with and as part of the Declaration of Condominium of CAMBRIDGE HOUSE OF PORT CHARLOTTE - A CONDOMINIUM.

Exhibit 1 may be removed herefrom for the purpose of recording it among the Public Records of Charlotte County, Florida when the Declaration of Condominium is filed for record.

LEGAL DESCRIPTION

OR 620 PG 1232

"CAMBRIDGE HOUSE OF PORT CHARLOTTE"

That portion of Section 15, Township 40 South, Range 22 East, Charlotte County, Florida, being more particularly described as follows:

BEGINNING at the Southeasterly corner of "RALEIGH HOUSE OF PORT CHARLOTTE" a Condominium as recorded in Condominium Book 1 Pages 32A through 32B of the Public Records of Charlotte County, Florida, THENCE, bear  $N89^{\circ}50'39"W$ , along the Southerly line of said "RALEIGH HOUSE OF PORT CHARLOTTE", and its Westerly extension a distance of 475.66 feet; THENCE,  $S00^{\circ}09'21"W$ , a distance of 163.02 feet; THENCE,  $S89^{\circ}50'39"E$ , a distance of 40.00 feet; THENCE,  $S00^{\circ}09'21"W$ , a distance of 159.74 feet to a point on a curve concave to the Northwest having a radius of 605.00 feet, being along the Northerly right-of-way line of Brinson Avenue according to the record plat of "PORT CHARLOTTE PLAZA SECTION TWO", as recorded in Plat Book 7, Pages 67A through 67B, of the said Public Records; THENCE, from a radial bearing of  $S16^{\circ}37'28"E$ , through said point bear Easterly along the arc of said curve through a central angle of  $10^{\circ}56'18"$ , a distance of 115.50 feet to the point of reverse curve of a curve concave to the Southeast having a radius of 930.00 feet; THENCE, Northeasterly and Easterly along the arc of said curve through a central angle of  $21^{\circ}13'01"$ , a distance of 344.38 feet; THENCE, from a radial bearing of  $N6^{\circ}20'45"W$ , bear  $N00^{\circ}41'21"E$ , a distance of 178.36 feet to the POINT OF BEGINNING.

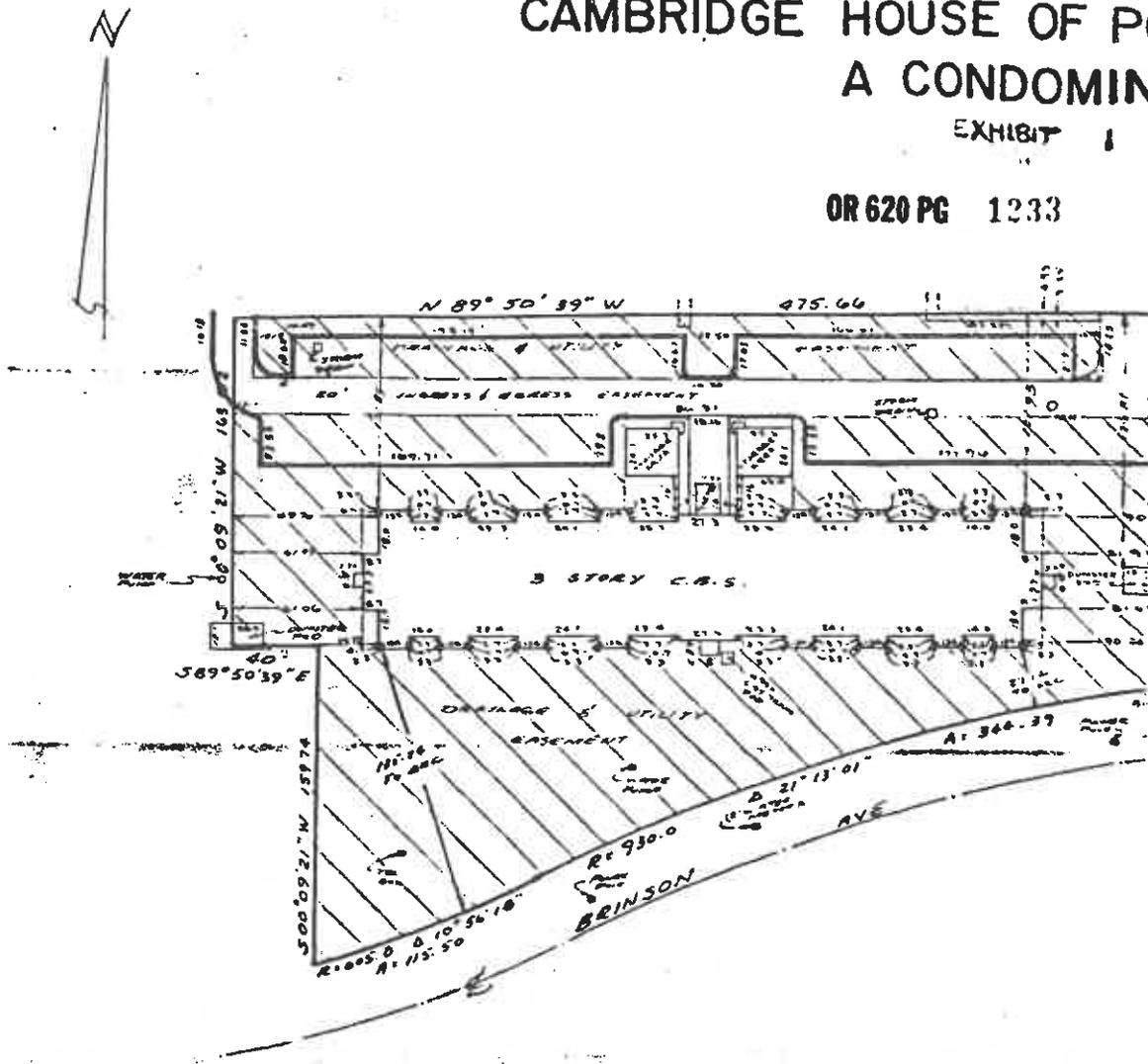
Containing 2.53 acres, more or less.

Bearing as mentioned herein are based on the said record plat of "RALEIGH HOUSE OF PORT CHARLOTTE".

# CAMBRIDGE HOUSE OF P A CONDOMIN

EXHIBIT 1

OR 620 PG 1233



////// DENOTES DRAINAGE AND UTILITY EASEMENT



RAVEN · THOMPSON & ASSOC. INC. WEST  
LAND SURVEYORS · CIVIL ENGINEERS  
313 CROSS STREET  
PUNTA GORDA, FLORIDA

**CERTIFICATION**

This certification, made this 10<sup>th</sup> day of DECEMBER, 1977, by the undersigned Engineering and Surveying firm is made pursuant to the provisions of Section 718.104 (4) (c) of the 1978 Florida Statutes, effective January 1, 1977, and is the certification that the attached declaration, plot plan, description, floor plans and other material herewith and the construction of the improvements substantially complete so that the material together with part of the declaration describe the condominium property to be represented by the declaration, location and dimensions of the improvements, and that the identification, location and dimensions of the elements, and of each unit can be determined by these materials. This document represents as-built locations of improvements and supercedes all previously recorded documents.

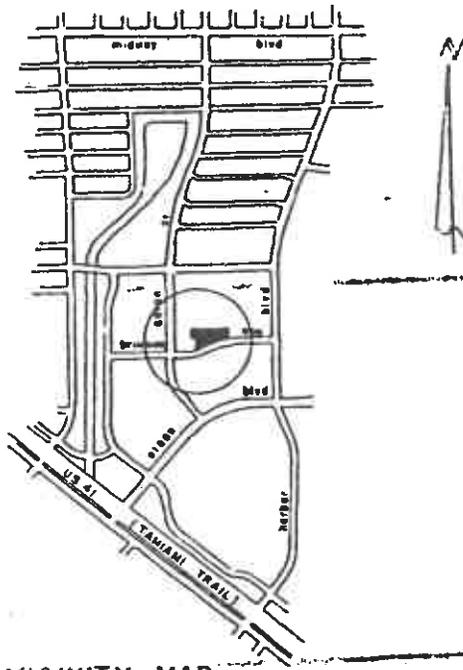
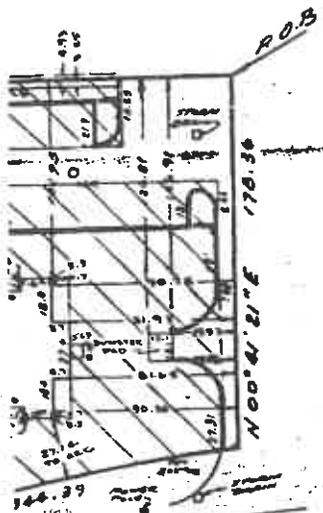
*David M. Singletary*  
BY: DAVID M. SINGLETARY, P.E.  
REGISTERED LAND SURVEYOR NO. 12345  
STATE OF FLORIDA

- NOTES
1. WALL THICKNESSES ARE NOT SHOWN UNLESS OTHERWISE NOTED.
  2. ELEVATIONS SHOWN HEREON ARE IN FEET MEAN SEA LEVEL.
  3. AS-BUILT DIMENSIONS ARE TO THE NEAREST TENTH (0.1) OF A FOOT.

# OF PORT CHARLOTTE DOMINIUM

11817

OR 620 PG 1234



VICINITY MAP  
NOT TO SCALE

### LEGAL DESCRIPTION

That portion of Section 15, Township 40 South, Range 22 East, Charlotte County, Florida, being more particularly described as follows:

Beginning at the Southeastern corner of "RALEIGH HOUSE OF PORT CHARLOTTE - A Condominium" as recorded in Condominium Book 1 Pages 32A through 12B of the Public Records of Charlotte County, Florida, THENCE, bear  $N 09^{\circ} 50' 39'' W$ , along the southerly line of said "RALEIGH HOUSE OF PORT CHARLOTTE", and its westerly extension a distance of 475.66 feet:

THENCE,  $S 00^{\circ} 09' 21'' W$ , a distance of 163.02 feet;

THENCE,  $S 89^{\circ} 50' 39'' W$ , a distance of 80.00 feet;

THENCE,  $S 00^{\circ} 09' 21'' W$ , a distance of 159.74 feet to a point on a curve concave to the Northwest having a radius of 605.00 feet, being along the Northerly right-of-way line of Brinson Avenue according to the record plat of "PORT CHARLOTTE PLAZA SECTION TWO", as recorded in Plat Book 7, Pages 67A through 67B, of the said Public Records;

THENCE, from a radial bearing of  $S 16^{\circ} 37' 28'' E$ , through said point bear Easterly along the arc of said curve through a central angle of  $10^{\circ} 56' 18''$ , a distance of 115.50 feet to the point of reverse curve of a curve concave to the Southeast having a radius of 930.00 feet;

THENCE, Northeasterly and Easterly along the arc of said curve through a central angle of  $21^{\circ} 13' 01''$ , a distance of 344.38 feet;

THENCE, from a radial bearing of  $N 02^{\circ} 20' 45'' W$ , bear  $N 00^{\circ} 41' 21'' E$ , a distance of 178.36 feet to the POINT OF BEGINNING.

Containing 2.53 acres, more or less.

Bearings as mentioned herein are based on the said record plat of "RALEIGH HOUSE OF PORT CHARLOTTE".

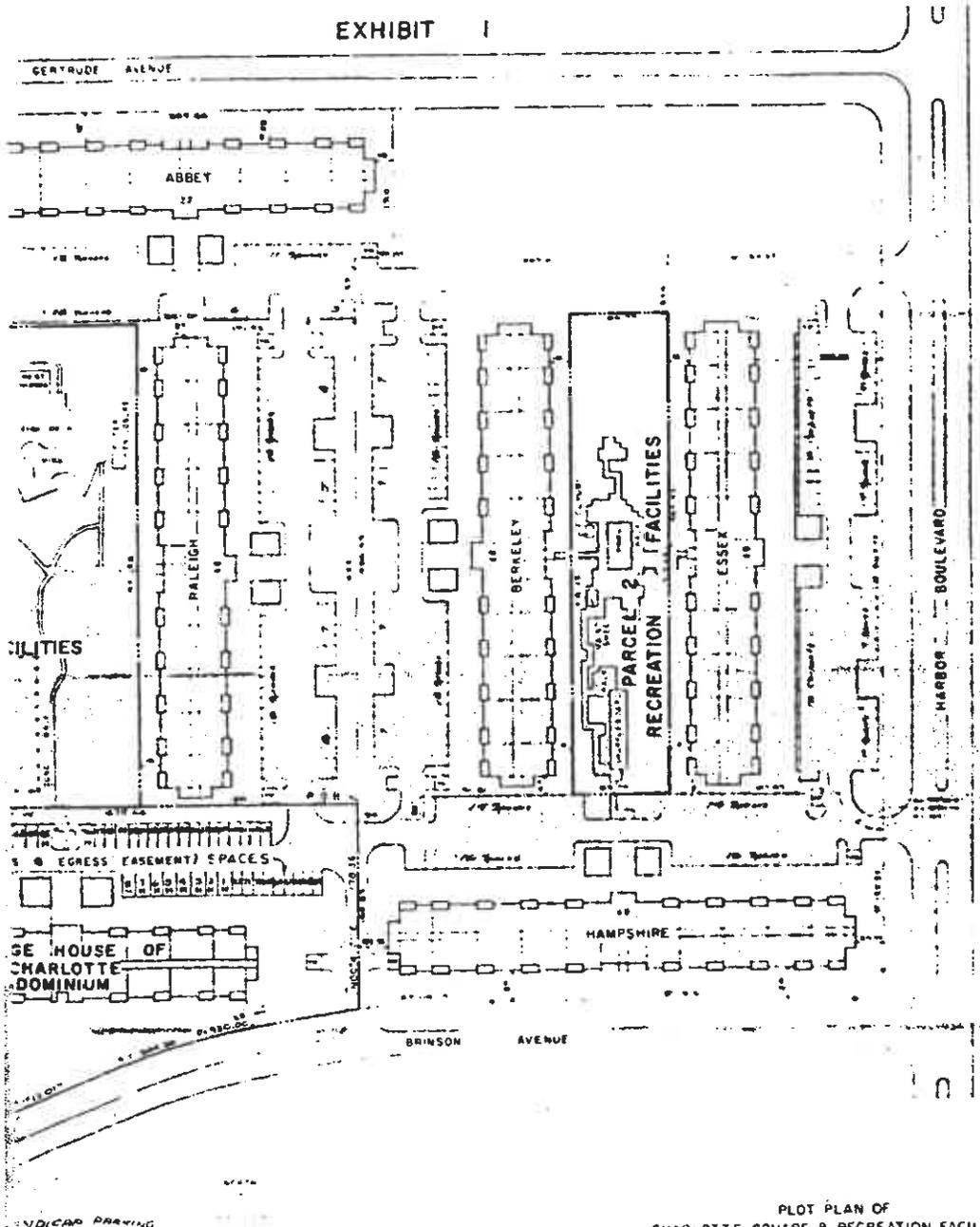
*Deuce* 1979, by the is made pursuant to the e 1976 Florida Statutes, fication that this survey other material in the improvements is together with provisions an property is an accurate ns of the improvements nsions of the common s by these materials. of improvements and

*W. Singletary*  
SINGLETARY, P.L.L.C.  
LAND SURVEYOR NO. 3542  
IDA

ALL DISTANCES NOTED  
ARE HEREON ARE BASED  
ON SEA LEVEL DATUM.

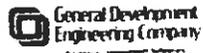
SIGNS ARE SHOWN TO THE  
SCALE OF 1" = 100' OF A FOOT.

EXHIBIT I

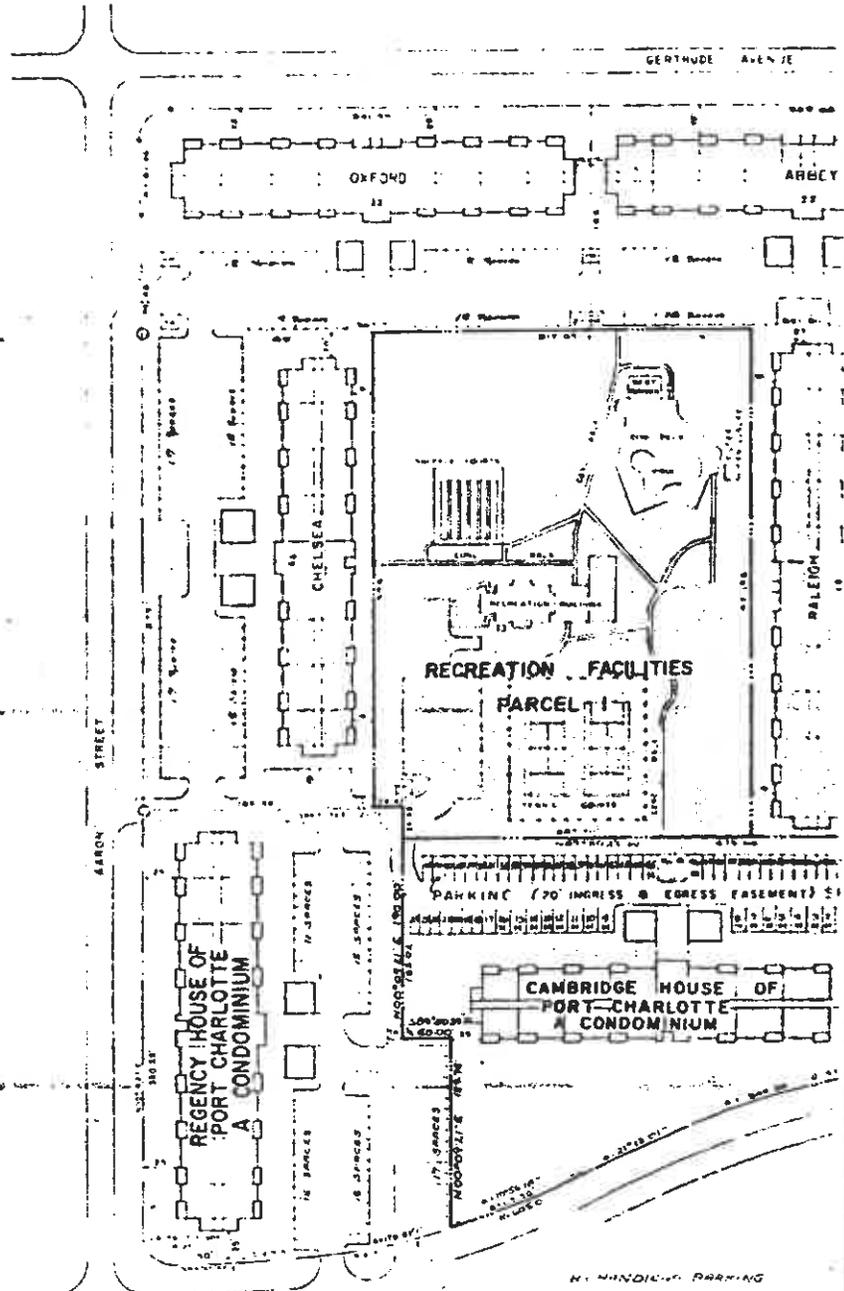


PLOT PLAN OF CHARLOTTE SQUARE B RECREATION FACILITIES

PREPARED BY



PARKING REVISED 4-23-79



## DECLARATION OF CONDOMINIUM

OR 620 PG 1237

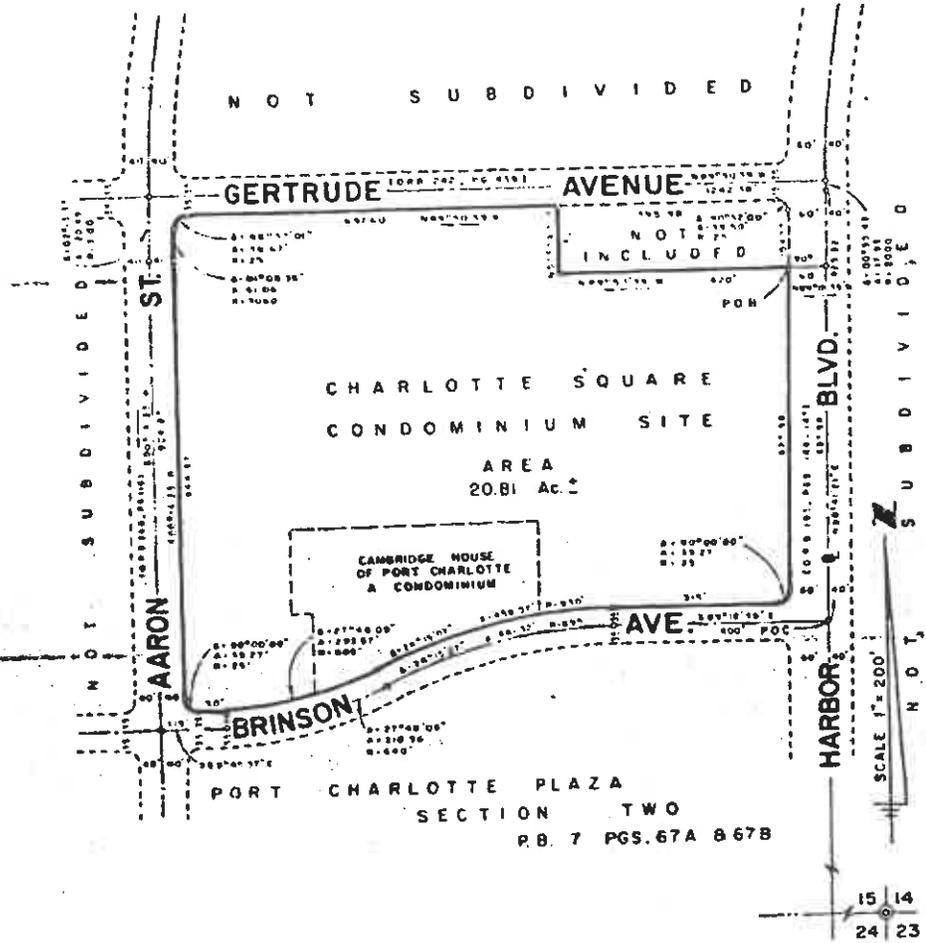
EXHIBIT 1DESCRIPTIONCHARLOTTE SQUARE

That portion of Section 15, Township 40 South, Range 22 East, Charlotte County, Florida, being more particularly described as follows:

COMMENCING at the intersection of the base line of Harbor Boulevard (O.R.B. 193, Pages 144-147, Charlotte County, Florida) and the center line of Brinson Avenue (Port Charlotte Plaza, Section Two, Plat Book 7, Pages 67A and 67B, Charlotte County, Florida): thence N 00° 41' 21" E along the base line of said Harbor Boulevard, 687.58 feet; thence N 89° 18' 39" W for 60 feet to a point of intersection with the West right-of-way line of said Harbor Boulevard and the POINT OF BEGINNING; thence N 89° 50' 39" W for 420 feet; thence N 00° 09' 21" E for 130 feet to a point of intersection with the South right-of-way line of Gertrude Avenue (O.R.B. 282, Page 439, Charlotte County, Florida; thence N 89° 50' 39" W along said South right-of-way line for 697.60 feet to the point of curvature of a circular curve to the left having a radius of 25 feet; thence Southerly along the arc of said curve thru a central angle of 88° 37' 01" for 39.67 feet to the point of a compound curve to the left coincident with the East right-of-way line of Aaron Street (O.R.B. 260, Page 116, Charlotte County, Florida) having a radius of 3,060 feet; thence South along the arc of said curve thru a central angle of 01° 03' 36" for 61.06 feet to the Point of Tangency; thence S 00° 14' 23" W along said East right-of-way line for 844.87 feet to the point of curvature of a circular curve to the left having a radius of 25 feet; thence East along the arc of said curve, thru a central angle of 90° for 39.27 feet to the Point of Tangency on the North right-of-way line of said Brinson Avenue; thence S 89° 45' 37" E along said North right-of-way line for 50 feet to the point of curvature of a circular curve to the left having a radius of 605 feet; thence Northeasterly along the arc of said curve thru a central angle of 27° 48' 09" for 293.57 feet to the point of reverse curvature of a circular curve to the right having a radius of 930 feet; thence Northeasterly along the arc of said curve thru a central angle of 28° 15' 07" for 458.57 feet to the point of tangency; thence S 89° 18' 39" E for 315 feet to the point of curvature of a circular curve to the left having a radius of 25 feet; thence Northerly along the arc of said curve thru a central angle of 90° for 39.27 feet to the point of tangency on said West right-of-way line of Harbor Boulevard; thence N 00° 41' 21" E along said West right-of-way line for 627.58 feet to the POINT OF BEGINNING.

Lying in Charlotte County, Florida, and containing 20.81 acres more or less.

EXHIBIT I



CHARLOTTE SQUARE  
 CONDOMINIUM SITE  
 Section 15, Township 40S, Range 22E  
 Charlotte County, Florida

PREPARED BY:



That portion of Section 15, Township 40 South, Range 22 East, Charlotte County, Florida, being more particularly described as follows:

**OR 620 PG 1239**

BEGINNING at the Southwesterly corner of "ABBEY HOUSE OF PORT CHARLOTTE", a Condominium as recorded in Condominium Book 1, Pages 23A through 23B, of the Public Records of Charlotte County, Florida;

THENCE, S89°50'39"E, along the Southerly line of said "ABBEY HOUSE", a distance of 129.37 feet to the Northwesterly corner of "RALEIGH HOUSE OF PORT CHARLOTTE", a Condominium, as recorded in Condominium Book 1, Pages 32A through 32B, of the said Public Records of Charlotte County, Florida;

THENCE, S00°09'21"W, along the Westerly line of said "RALEIGH HOUSE" a distance of 421.98 feet;

THENCE, N89°50'39"W, a distance of 287.66 feet;

THENCE, N00°09'21"E, a distance of 26.98 feet;

THENCE, N89°50'39"W, a distance of 24.42 feet;

THENCE, N00°09'21"E, a distance of 395.00 feet to the Southerly line of "OXFORD HOUSE OF PORT CHARLOTTE", a Condominium as recorded in Condominium Book 1, Pages 24A through 24B, of the said Public Records of Charlotte County, Florida;

THENCE, S89°50'39"E, along said Southerly line, a distance of 182.72 feet to the POINT OF BEGINNING.

Containing 3.01 acres more or less.

Bearings as mentioned herein are based on the above mentioned record plats.

-AND-

A parcel of land lying in Section 15, Township 40 South, Range 22 East, Charlotte County, Florida, more particularly described as follows:

BEGINNING at the Southwesterly corner of "ESSEX HOUSE OF PORT CHARLOTTE", a Condominium as said plan is recorded in Condominium Plan Book 1, Pages 9A and 9B, of the Public Records of Charlotte County, Florida;

THENCE, run N00°41'21"E along the Westerly line of said "ESSEX HOUSE OF PORT CHARLOTTE", a distance of 419.03 feet to a point on the boundary line of "BERKLEY HOUSE OF PORT CHARLOTTE", a Condominium, as said plan is recorded in Condominium Book 1, Pages 20A and 20B, of the Public Records of Charlotte County, Florida;

THENCE, run N89°50'39"W along a Southerly line of said "BERKLEY HOUSE OF PORT CHARLOTTE" for a distance of 83.79 feet;

THENCE, S03°41'21"W along an Easterly line of said "BERKLEY HOUSE OF PORT CHARLOTTE" for a distance of 418.25 feet to a point on the Northerly line of "HAMPSHIRE HOUSE OF PORT CHARLOTTE", a Condominium, as said plan is recorded in Condominium Plan Book 1, Pages 13A and 13B, of the Public Records of Charlotte County, Florida;

THENCE, run S89°18'39"E along said Northerly line for a distance of 83.79 feet to the POINT OF BEGINNING.

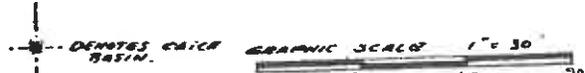
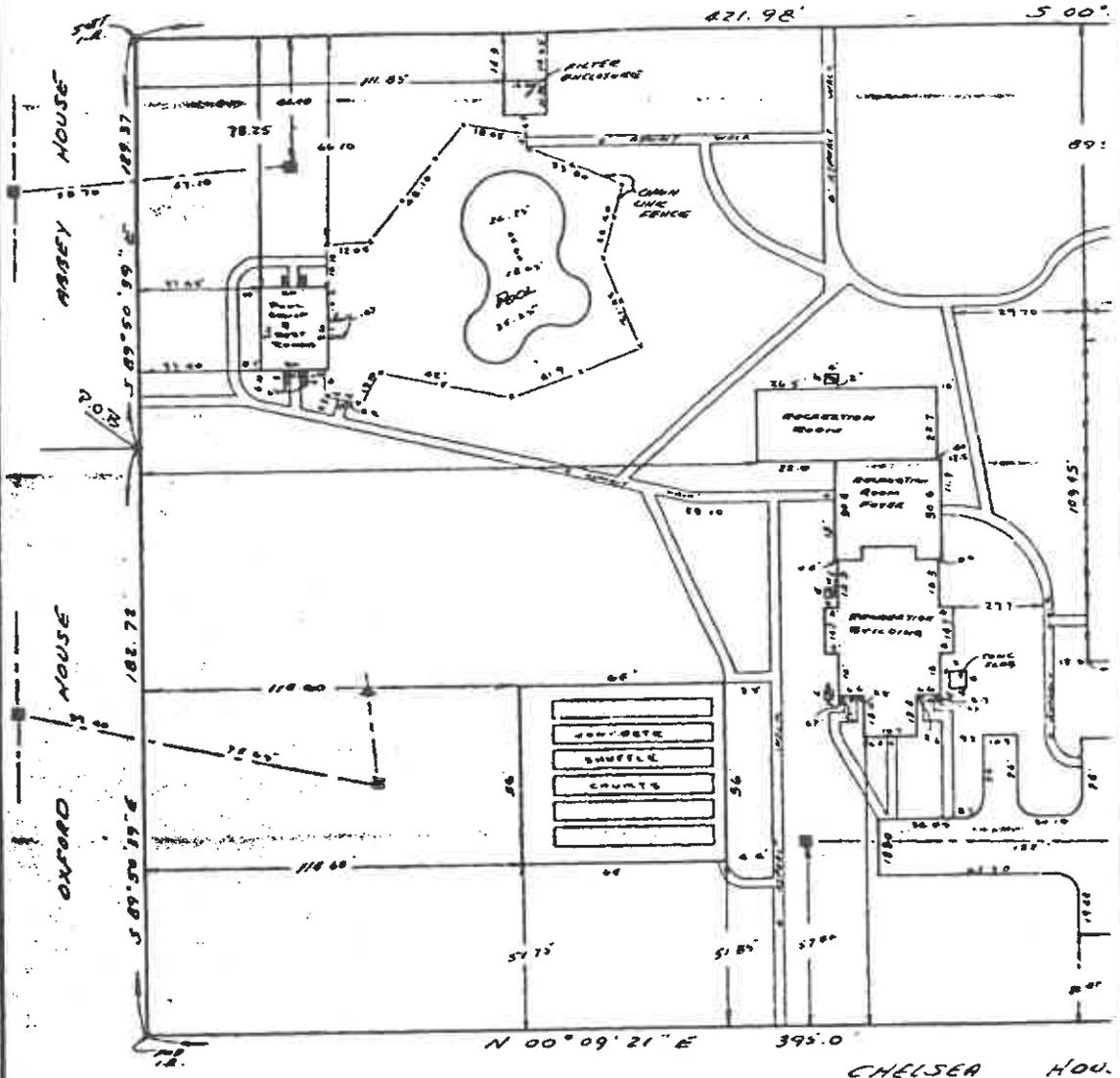
Containing 0.605 acres, more or less.

# CAMBRIDGE HOUSE OF RECREATION

EXHIBIT 1

OR 620 PG 1240

RALIEGH HOUSE



CRAVEN · THOMPSON & ASSOC. INC. WEST  
 LAND SURVEYORS · CIVIL ENGINEERS  
 313 CROSS STREET  
 PUNTA GORDA, FLORIDA

NOTES:  
 ELEVATIONS SHOWN HEREON  
 ON NATIONAL GEODETIC VI  
 AS BUILT DIMENSIONS ARE  
 NEAREST TENTH (010) 0'





# HOUSE OF PORT CHARLOTTE REATION AREA

OR 620 PG 1243

EXHIBIT I

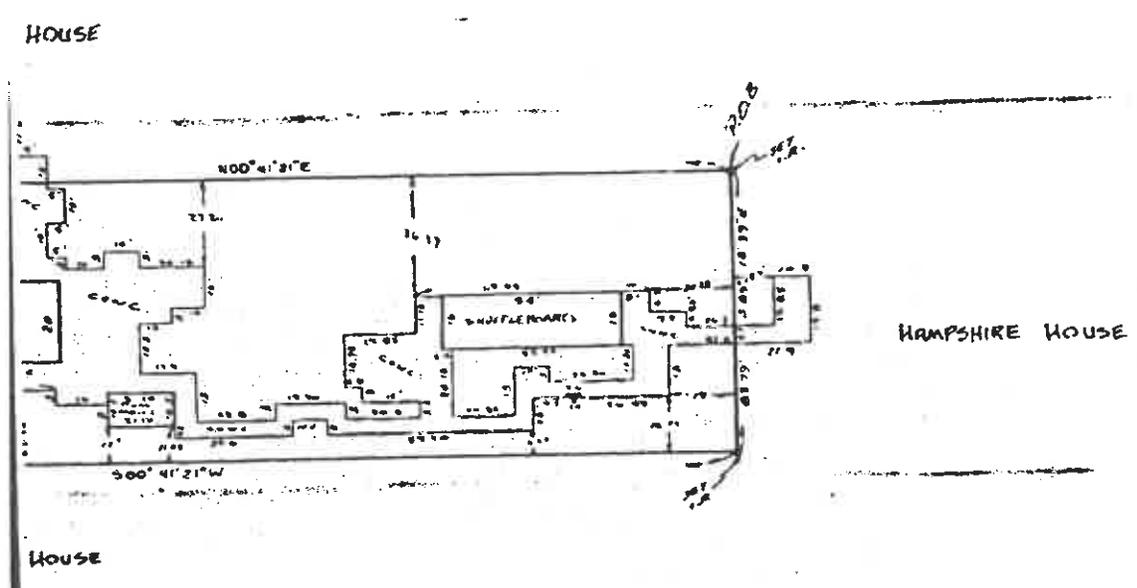
LEGAL DESCRIPTION

A parcel of land lying in Section 15, Township 40 South, Range 22 East, Charlotte County, Florida, being more particularly described as follows:

Beginning at the Southwesterly corner of "ESSEX HOUSE OF PORT CHARLOTTE", a Condominium as said plan is recorded in Condominium Plan Book 1, Pages 9A and 9B, of the Public Records of Charlotte County, Florida; Thence, run N-00°-41'-21"-E, along the Westerly line of said "ESSEX HOUSE OF PORT CHARLOTTE", a distance of 419.03 feet, to a point on the boundary line of "BERKLEY HOUSE OF PORT CHARLOTTE", a Condominium, as said plan is recorded in Condominium Book 1, Pages 20A thru 20B of the Public Records of Charlotte County, Florida; Thence, run N-89°-50'-39"-W, along the Southerly line of said "BERKLEY HOUSE OF PORT CHARLOTTE" for a distance of 83.79 feet; Thence S-00°-41'-21"-W, along an Easterly line of said "BERKLEY HOUSE OF PORT CHARLOTTE" for a distance of 418.25 feet to a point on the Northerly line of "HAMPSHIRE HOUSE OF PORT CHARLOTTE", a Condominium, as said plan is recorded in Condominium Plan Book 1, Pages 13A thru 13B, of the Public Records of Charlotte County, Florida; Thence run S-89°-18'-39"-E, along said Northerly line for a distance of 83.79 feet to the Point of Beginning.

Containing 0.805 acres, more or less.

Said lands situate, lying and being in Charlotte County, Florida.

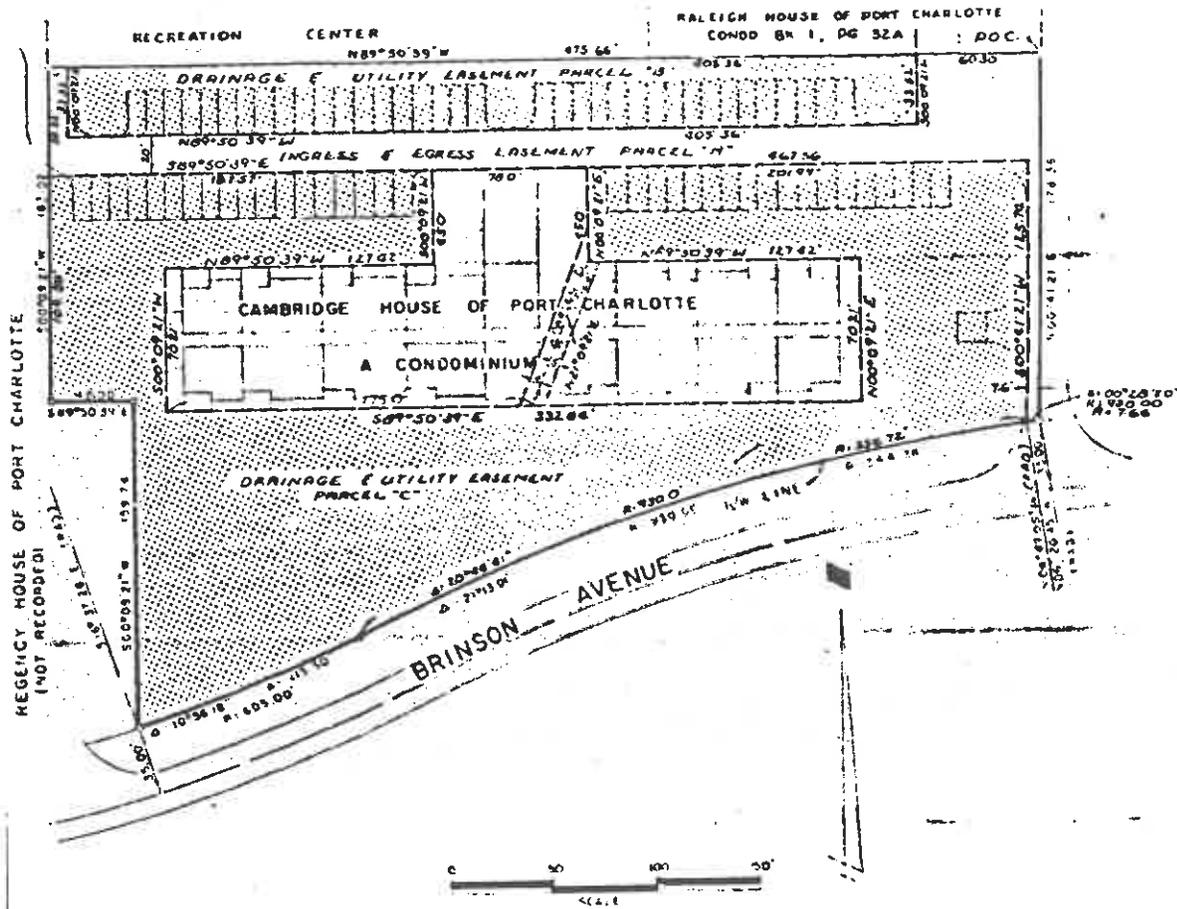


ELEVATIONS SHOWN HEREON ARE BASED  
ON NATIONAL GEODETIC VERTICAL DATUM.  
ALL BUILT DIMENSIONS ARE SHOWN TO THE  
NEAREST TENTH (0.10) OF A FOOT.

EXHIBIT 1

EASEMENTS FOR  
CAMBRIDGE HOUSE OF PORT CHARLOTTE  
A CONDOMINIUM

OR 620 PG 1244



## EXHIBIT I

OR 620 PG 1245

## LEGAL DESCRIPTION - EASEMENTS FOR

CAMBRIDGE HOUSE OF PORT CHARLOTTE - A CONDOMINIUM

That portion of Section 15, Township 40 South, Range 22 East, Charlotte County, Florida, being more particularly described as follows:

The Point of Commencement of the following described parcels is the Southeasterly corner of "RALEIGH HOUSE OF PORT CHARLOTTE - A Condominium" as recorded in Condominium Book 1 Pages 32A through 32B of the Public Records of Charlotte County, Florida:

PARCEL "A"

Beginning at the aforementioned POINT OF COMMENCEMENT, thence N.89°50'39"W. along the Southerly line of said "RALEIGH HOUSE OF PORT CHARLOTTE" a distance of 60.30 feet; thence S.00°09'21"W. a distance of 33.52 feet; thence N.89°50'39"W. a distance of 405.36 feet; thence N.00°09'21"E. a distance of 33.52 feet; thence N.89°50'39"W. a distance of 10 feet; thence S.00°09'21"W. a distance of 53.52 feet; thence S.89°50'39"E. a distance of 467.56 feet; thence S. 00°41'21"W. a distance of 125.74 feet to a point on a 930 foot radius circular curve concave to the Southeast, said curve being also the Northerly right-of-way line of Brinson Avenue as shown on the plat of PORT CHARLOTTE PLAZA SECTION TWO as said plat is recorded in Plat Book 7, Pages 67A and 67B, of said Public Records, the radial line to said point bearing N.6°49'05"W.; thence Easterly along the arc of said curve through a central angle of 0°28'20" for a distance of 7.66 feet; thence N.00°41'21"E. for a distance of 178.36 feet to the POINT OF BEGINNING.

PARCEL "B"

From the aforementioned POINT OF COMMENCEMENT, thence N.89°50'39"W. along the Southerly line of said "RALEIGH HOUSE OF PORT CHARLOTTE" a distance of 60.30 feet to the POINT OF BEGINNING; thence S.00°09'21"W. for a distance of 33.52 feet; thence N.89°50'39"W. for a distance of 405.36 feet; thence N.00°09'21"E. for a distance of 33.52 feet; thence S.89°50'39"E. for a distance of 405.36 feet to the POINT OF BEGINNING.

PARCEL "C"

From the aforementioned POINT OF COMMENCEMENT, thence N.89°50'39"W. along the Southerly line of said "RALEIGH HOUSE OF PORT CHARLOTTE" and its Westerly extension a distance of 475.66 feet; thence S.00°09'21"W. for a distance of 53.52 feet to the POINT OF BEGINNING; thence S.89°50'39"E. for a distance of 187.57 feet; thence S.00°09'21"W. for a distance of 45 feet; thence N.89°50'39"W. for a distance of 127.42 feet; thence S.00°09'21"W. for a distance of 70.21 feet; thence S.89°50'39"E. for a distance of 332.84 feet; thence N.00°09'21"E. for a distance of 70.21 feet; thence N.89°50'39"W. for a distance of 127.42 feet; thence N.00°09'21"E. for a distance of 45 feet; thence S.89°50'39"E. for a distance of 201.99 feet; thence S.00°41'21"W. for a distance of 125.74 feet to a point on a 930 foot radius circular curve concave to the Southeast said curve being also the Northerly right-of-way line of Brinson Avenue as shown on the plat of PORT CHARLOTTE PLAZA SECTION TWO as said plat is recorded in Plat Book 7, Pages 67A and 67B, of said Public Records, the radial line to said point bearing N.6°49'05"W.; thence Westerly and Southwesterly along the arc of said curve through a central angle of 20°44'41" for a distance of 336.72 feet to a point of reverse curvature with a 605 foot radius circular curve concave Northwesterly; thence Southwesterly along the arc of said circular curve through a central angle of 10°56'18" for a distance of 115.50 feet; thence leaving the Northerly right-of-way line of said Brinson Avenue N.00°09'21"E. for a distance of 159.74 feet; thence N.89°50'39"W. for a distance of 40 feet; thence N.00°09'21"E. for a distance of 109.50 feet to the POINT OF BEGINNING.

Revised: 1/29/79

OR 620 PG 1246

PARCEL "D"

An easement for underground utilities only lying under the CAMBRIDGE HOUSE OF PORT CHARLOTTE, described as follows:

From the aforementioned POINT OF COMMENCEMENT, N.89°50'39"W. along the Southerly line of said "RALEIGH HOUSE OF PORT CHARLOTTE" and its Westerly extension a distance of 475.66 feet; thence S.00°09'21"W. for a distance of 53.52 feet; thence S.89°50'39"E. for a distance of 187.57 feet; thence S.00°09'21"N. for a distance of 45 feet; thence N.89°50'39"W. for a distance of 127.42 feet; thence S.00°09'21"W. for a distance of 70.21 feet; thence S.89°50'39"E. for a distance of 175 feet to the POINT OF BEGINNING of the centerline of a 10 foot wide easement lying 5 foot on each side of the following centerline; N.21°09'21"E. to the Northerly line of the parcel reserved for the CAMBRIDGE HOUSE OF PORT CHARLOTTE structure, the Northwesterly and Southeasterly lines of said 10 foot easement are to be extended or contracted to conform to the limits of the parcel reserved for the CAMBRIDGE HOUSE OF PORT CHARLOTTE.

Revised: 1/29/79

P- 72-A

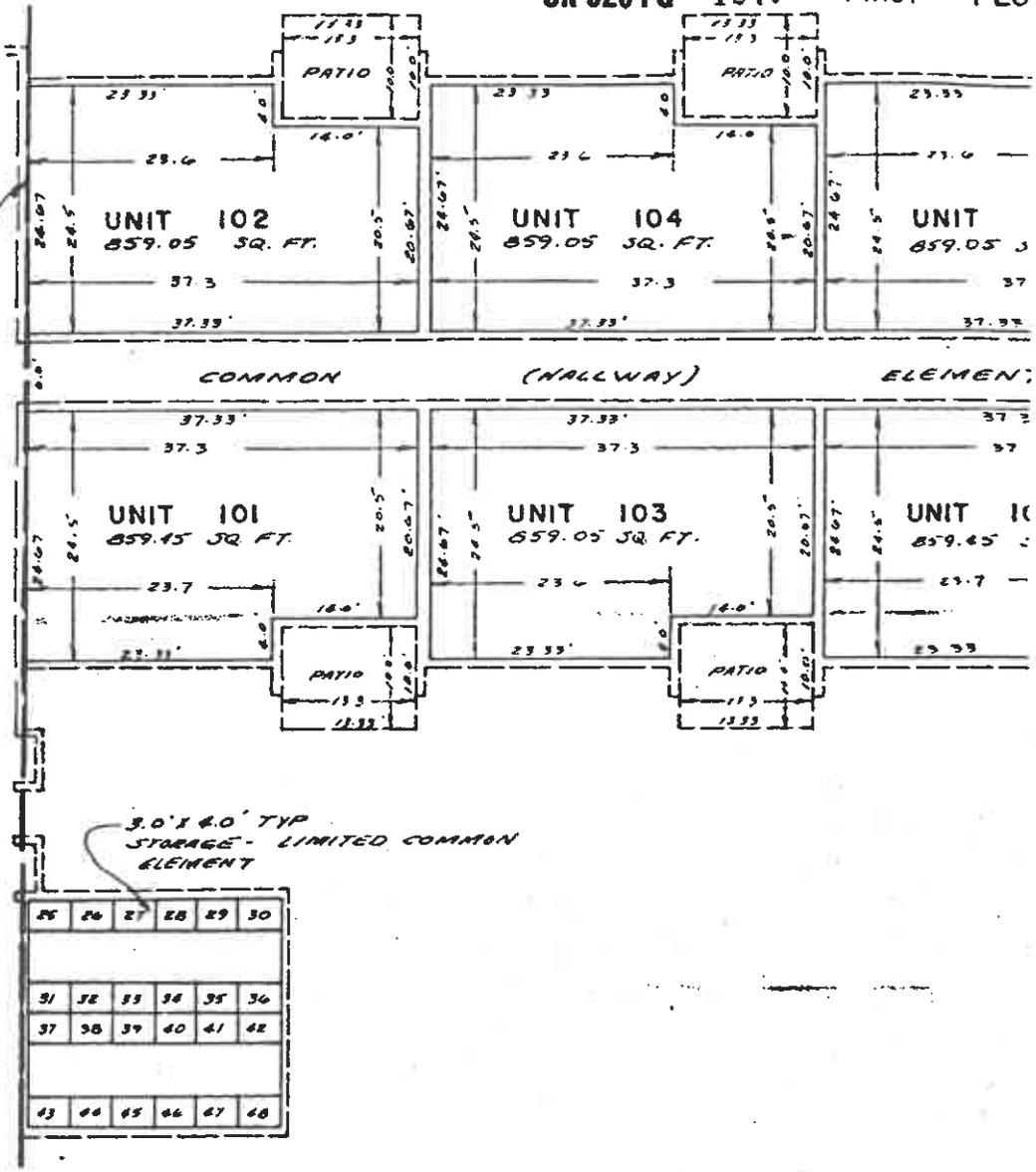
# CAMBRIDGE HOUSE OF P A CONDOMIN

OR 620 PG 1247

EXHIBIT I  
FIRST FLO



SEE SHEET FOR LEFT HALF OF FIRST FLOOR MATCH LINE

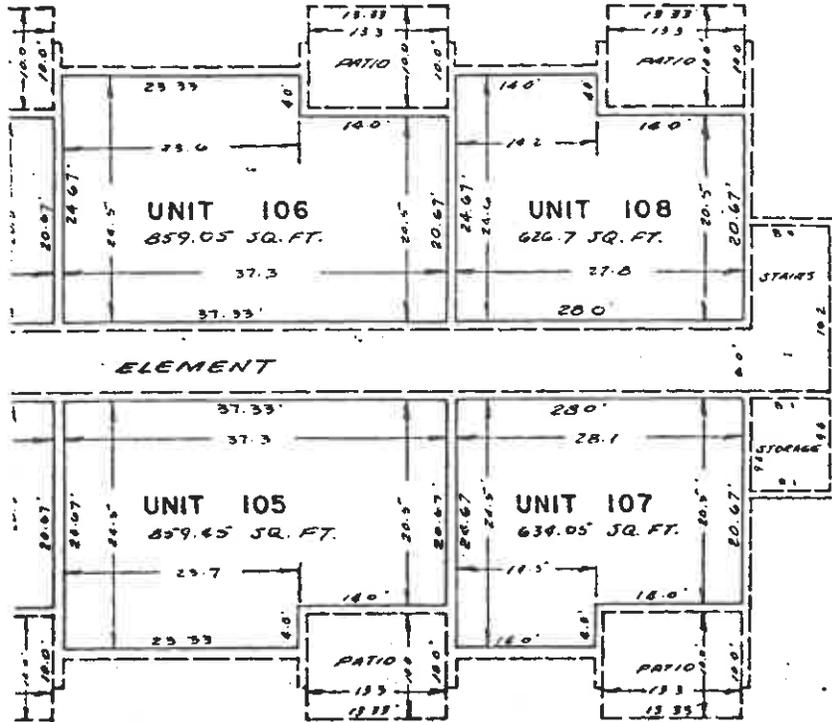


**CRAVEN · THOMPSON & ASSOC. INC WEST**  
 LAND SURVEYORS · CIVIL ENGINEERS  
 313 CROSS STREET  
 PUNTA GORDA, FLORIDA

- NOTES
1. WALL THICKNESS 24" UNLESS OTHERWISE NOTED
  2. ELEVATIONS SHOWN HEREIN ON NOS MEAN SEA LEVEL
  3. AS BUILT DIMENSIONS ARE NEAREST TENTH (1/10) OF A FOOT

# USE OF PORT CHARLOTTE CONDOMINIUM

## EXHIBIT I FIRST FLOOR



**LEGEND**

- 1) ——— DENOTES UNIT BOUNDARIES (UNFINISHED INTERIOR SURFACES).
- 2) ——— DENOTES WALLS OF COMMON ELEMENTS.
- 3) STORAGE SPACES ARE LIMITED COMMON ELEMENTS.

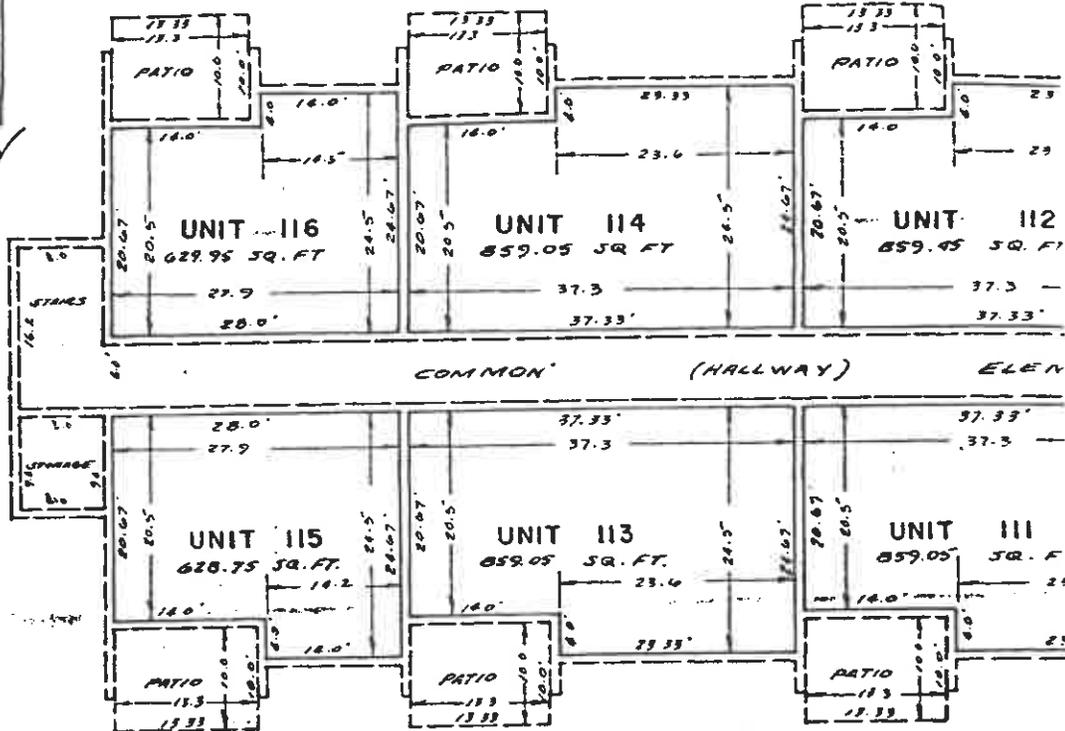
WIDTHS SHOWN ARE BASED ON N.O.S. MEAN SEA LEVEL DATUM.  
 UNITS DIMENSIONS ARE SHOWN TO THE NEAREST TENTH (0.10) OF A FOOT.

FINISHED ELEVATIONS  
 FLOOR 12.50  
 CEILING 20.50

# CAMBRIDGE HOUSE OF P A CONDOMINIUM

OR 620 PG 1249

EXHIBIT J  
FIRST FLO



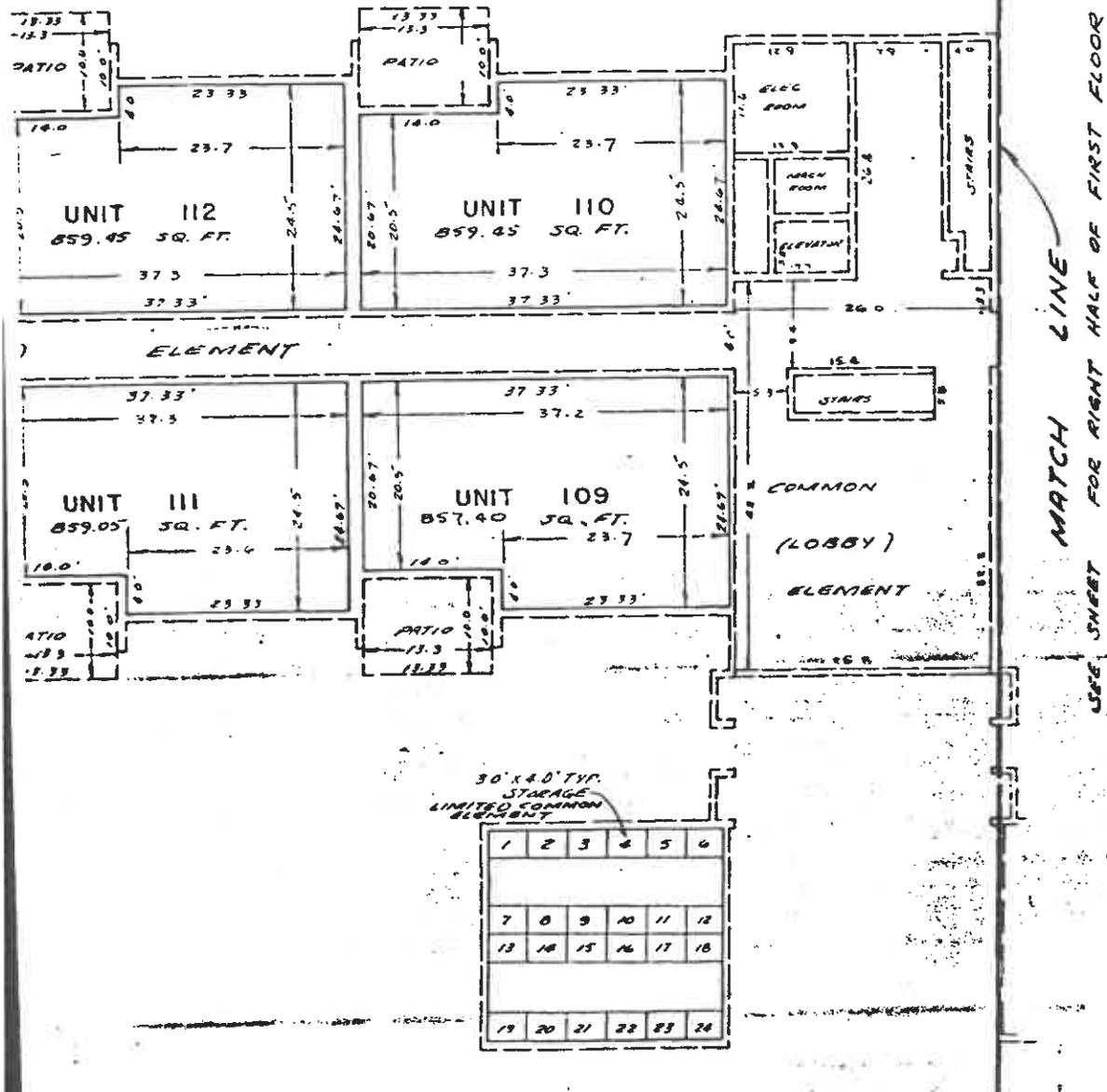
**CRAVEN · THOMPSON & ASSOC. INC. WEST**  
 LAND SURVEYORS · CIVIL ENGINEERS  
 313 CROSS STREET  
 PUNTA GORDA, FLORIDA

- NOTES
1. WALL WIDTHS ARE 0 CT' UNLESS OTHERWISE NOTED
  2. ELEVATIONS SHOWN HEREON ARE IN M.O.S. MEAN SEA LEVEL
  3. AS BUILT DIMENSIONS ARE TO NEAREST TENTH (0.10) OF A FOOT

L

# USE OF PORT CHARLOTTE CONDOMINIUM

EXHIBIT I  
FIRST FLOOR



**LEGEND**

- 1) ——— DENOTES UNIT BOUNDARIES (UNFINISHED INTERIOR SURFACES)
- 2) ——— DENOTES WALLS OF COMMON ELEMENTS.
- 3) STORAGE SPACES ARE LIMITED COMMON ELEMENTS.

WIDTHS ARE 0.67" WIDE  
UNLESS OTHERWISE NOTED.  
DIMENSIONS SHOWN HEREON ARE BASED  
ON B.M. MEAN SEA LEVEL DATUM.  
ALL DIMENSIONS ARE SHOWN TO THE  
NEAREST TENTH (0.10) OF A FOOT.

FINISHED ELEVATIONS  
FLOOR 12.53  
CEILING 20.53

CONTINUATION OF

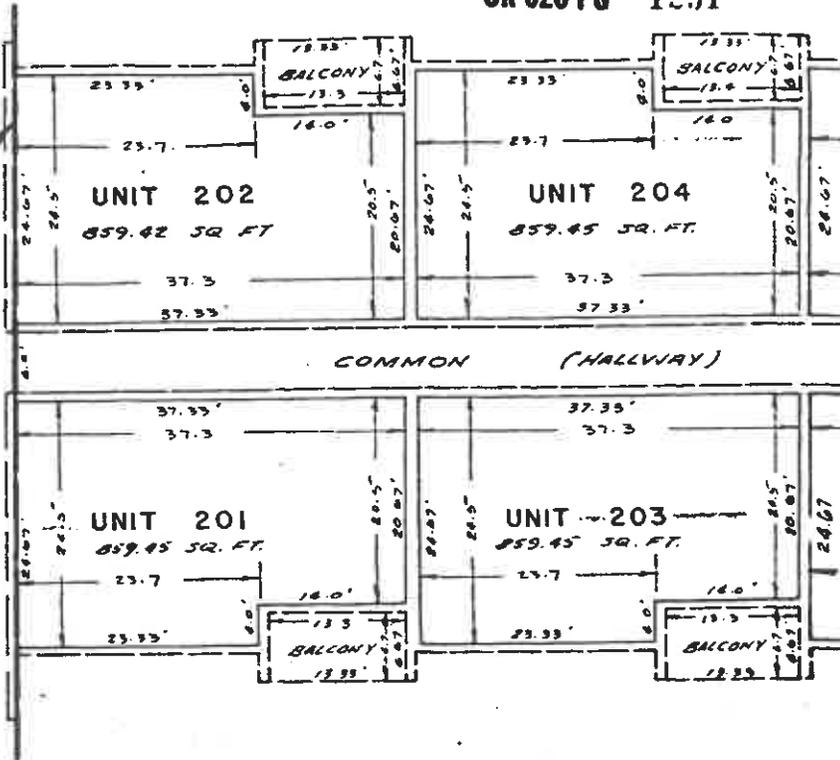
# CAMBRIDGE HOUSE OF A CONDOMINIUM

EXHIBIT  
SECOND F

OR 620 PG 1251



FOR LEFT HALF OF SECOND FLOOR  
MATCH LINE  
SEE SHEET



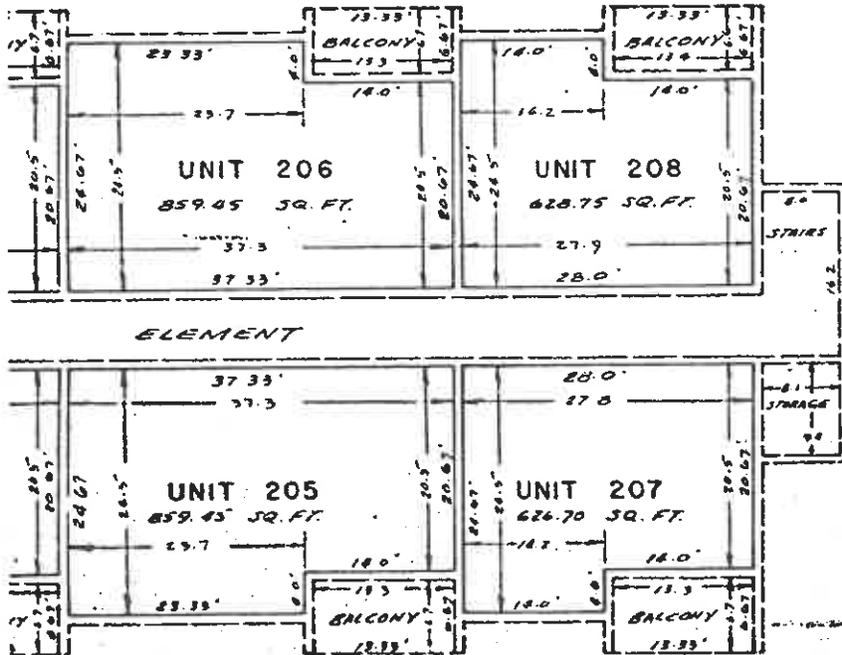
CRAVEN · THOMPSON & ASSOC. INC. WEST  
LAND SURVEYORS · CIVIL ENGINEERS  
313 CROSS STREET  
PUNTA GORDA, FLORIDA

- NOTES:
1. WALL WIDTHS ARE 0.67' W. UNLESS OTHERWISE NOTED
  2. ELEVATIONS SHOWN HEREON, ON N.O.S. MEAN SEA LEVEL
  3. AS BUILT DIMENSIONS ARE NEAREST TENTH (0.10) OF

# OF PORT CHARLOTTE MINIUM

OR 620 PG 1252

UNIT I  
SECOND FLOOR



### LEGEND

- 1) ——— DENOTES UNIT BOUNDARIES  
(UNFINISHED INTERIOR SURFACES)
- 2) - - - - DENOTES WALLS OF COMMON  
ELEMENTS
- 3) STORAGE SPACES ARE LIMITED COMMON  
ELEMENTS

1) 0.67' WIDE  
SE NOTED.  
2) DIMENSIONS ARE BASED  
ON SEA LEVEL DATUM.  
3) DIMENSIONS SHOWN TO THE  
(0.10) OF A FOOT.

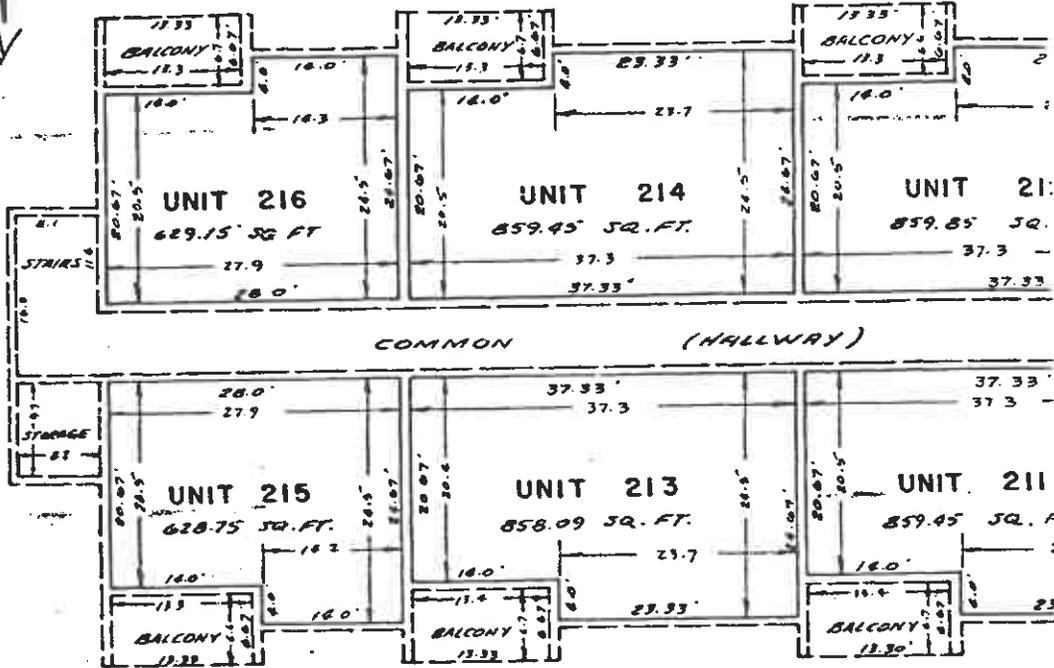
FINISHED ELEVATIONS  
FLOOR 21.39  
CEILING 29.39

# CAMBRIDGE HOUSE OF F A CONDOMINIUM

EXHIBIT

OR 620 PG 1253

SECOND FLOOR

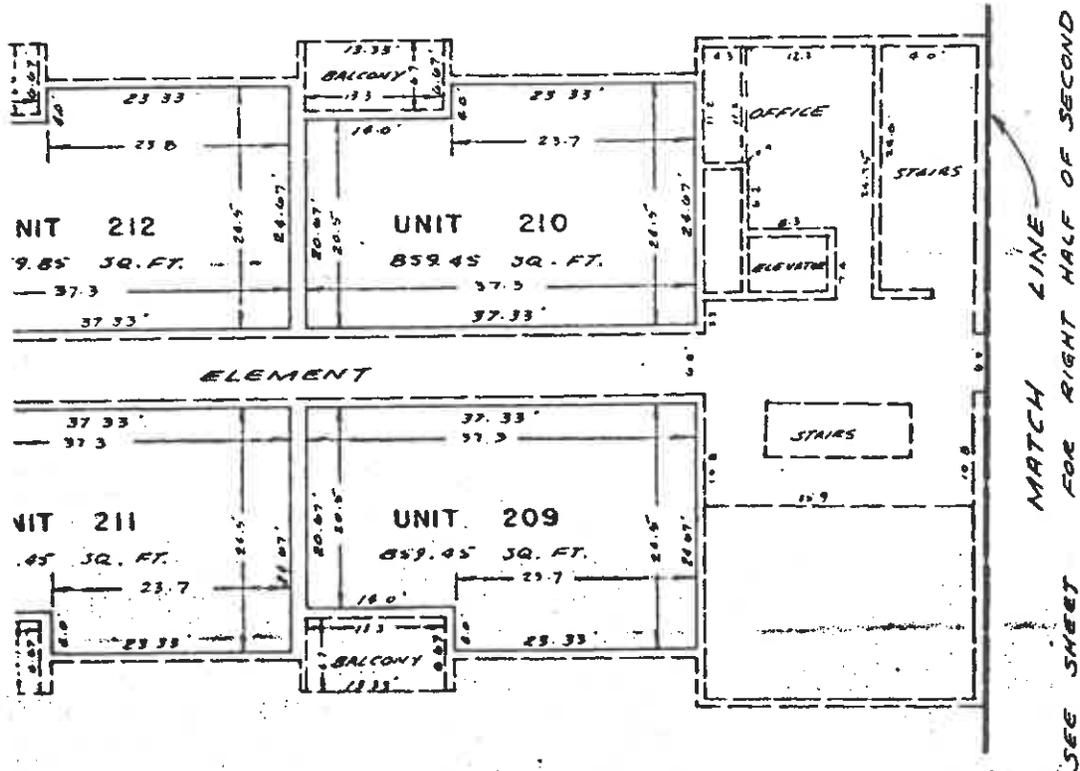


**CRAVEN · THOMPSON & ASSOC. INC. WEST**  
 LAND SURVEYORS · CIVIL ENGINEERS  
 313 CROSS STREET  
 PUNTA GORDA, FLORIDA

- NOTES:
1. WALL WIDTHS ARE 0.67' W UNLESS OTHERWISE NOTED
  2. ELEVATIONS SHOWN HEREON ON N.O.S. MEAN SEA LEVEL
  3. AS BUILT DIMENSIONS ARE NEAREST TENTH (0.10) OF

# OF PORT CHARLOTTE DOMINIUM

HIBIT I  
COND FLOOR



**LEGEND**

- 1) ——— DENOTES UNIT BOUNDARIES (UNFINISHED INTERIOR SURFACES)
- 2) - - - DENOTES WALLS OF COMMON ELEMENTS.
- 3.) STORAGE SPACES ARE LIMITED COMMON ELEMENTS.

ARE 0.67' WIDE  
WISE NOTED.  
DIMENSIONS ARE BASED  
ON SEA LEVEL DATUM.  
DIMENSIONS ARE SHOWN TO THE  
1/8" (3.18) OF A FOOT

FINISHED ELEVATIONS  
FLOOR 21.33  
CEILING 29.33

CONTINUATION OF:

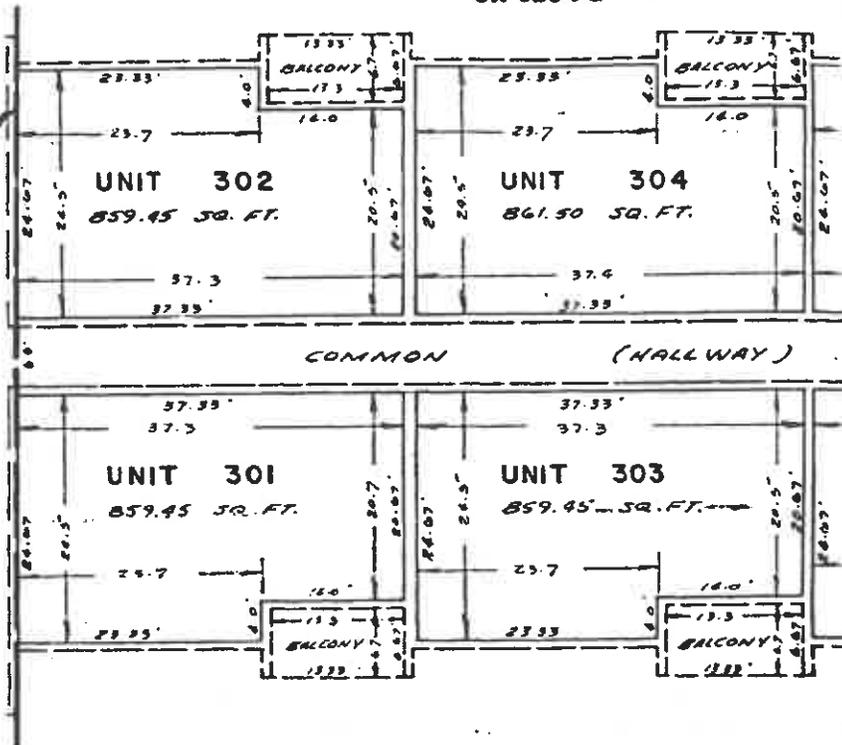
# CAMBRIDGE HOUSE OF F A CONDOMI

EXHIBIT  
THIRD FL

OR 620 PG 1255



SEE SHEET FOR LEFT HALF OF THIRD FLOOR  
MATCH LINE



**CRAVEN · THOMPSON & ASSOC. INC. WEST**  
 LAND SURVEYORS · CIVIL ENGINEERS  
 313 CROSS STREET  
 PUNTA GORDA, FLORIDA

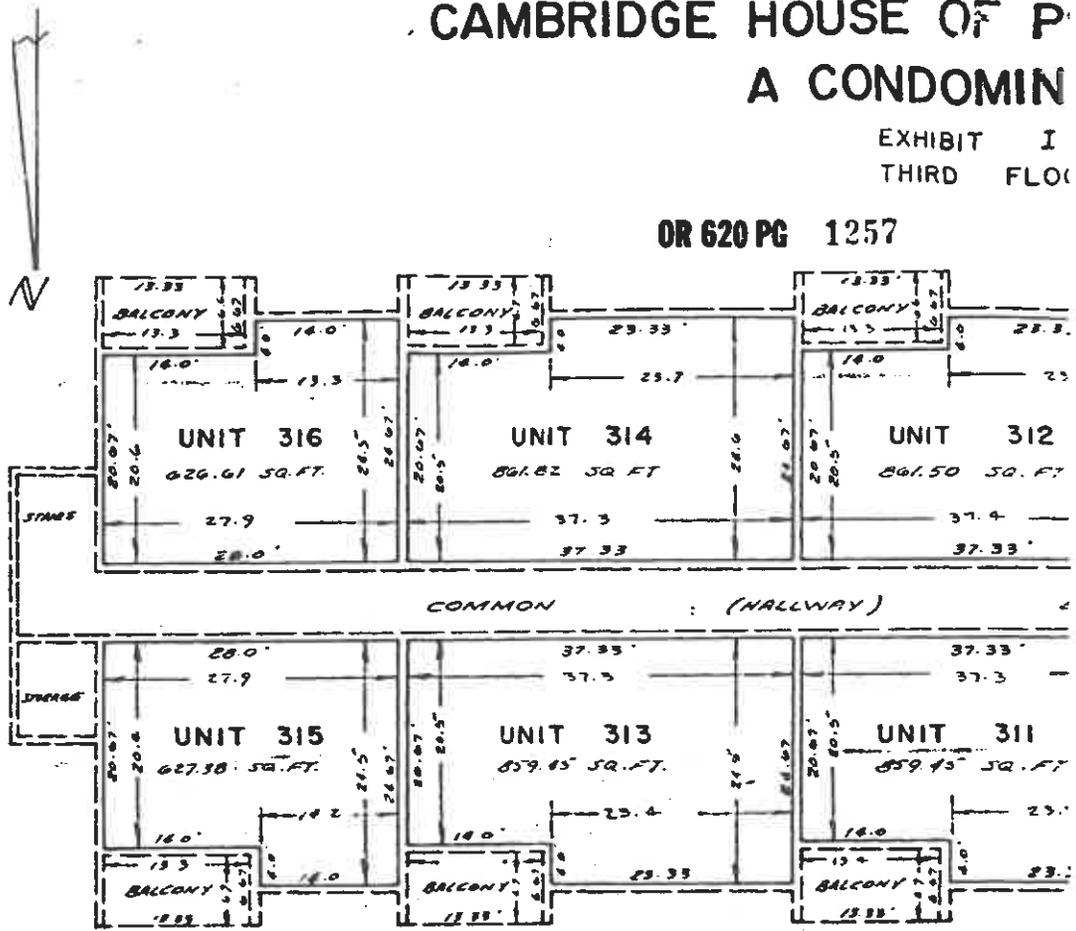
- NOTES:
1. WALL WIDTHS ARE 0.67" UNLESS OTHERWISE NOTED
  2. ELEVATIONS SHOWN HEREON ON N.O.S. MEAN SEA LEVEL
  3. AS BUILT DIMENSIONS ARE NEARLY TENTH (.10) OF



# CAMBRIDGE HOUSE OF P A CONDOMIN

EXHIBIT I  
THIRD FLOOR

OR 620 PG 1257



GRAPHIC SCALE 1" = 10'

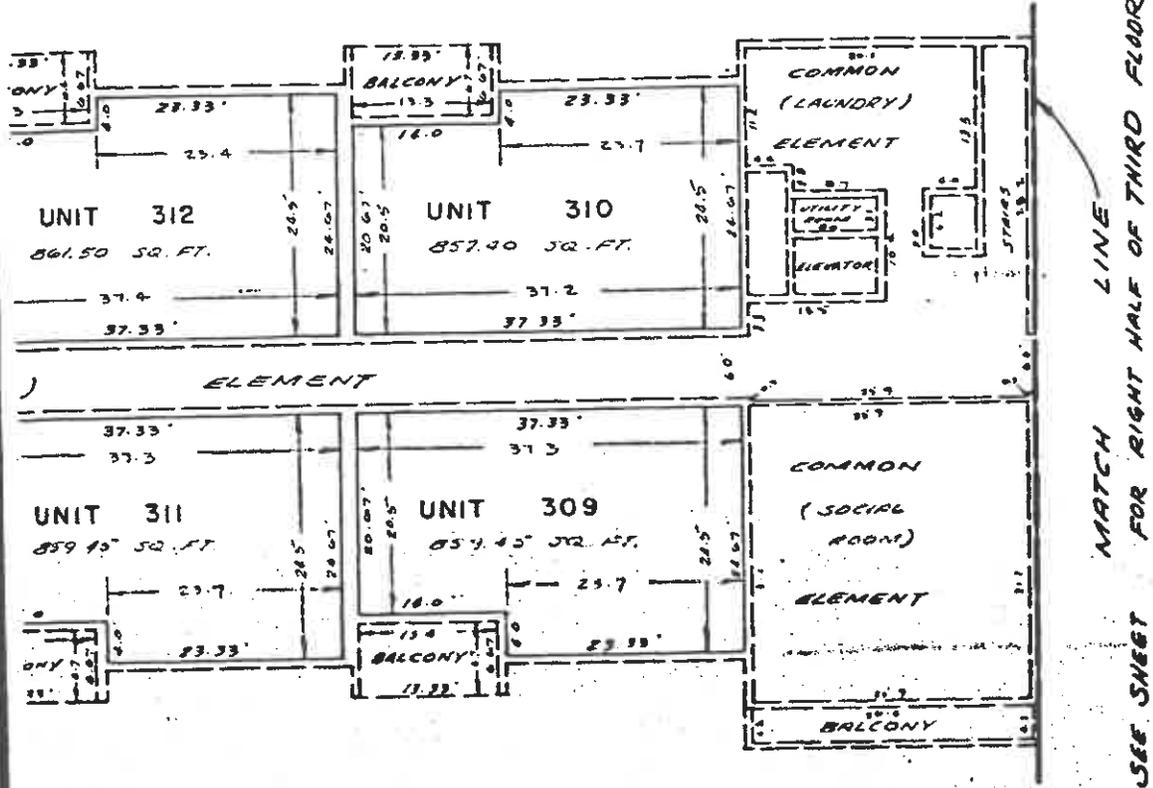


CRAVEN · THOMPSON & ASSOC. INC. WEST  
LAND SURVEYORS · CIVIL ENGINEERS  
313 CROSS STREET  
PUNTA GORDA, FLORIDA

- NOTES:
1. WALL WIDTHS ARE 0.67' WIDE UNLESS OTHERWISE NOTED.
  2. ELEVATIONS SHOWN HEREON ARE ON N.O.S. MEAN SEA LEVEL.
  3. AS BUILT DIMENSIONS ARE 5' NEAREST TENTH (0.10) OF A

# CITY OF PORT CHARLOTTE CONDOMINIUM

EXHIBIT I  
THIRD FLOOR



MATCH LINE FOR RIGHT HALF OF THIRD FLOOR  
SEE SHEET

**LEGEND**

- 1) ——— DENOTES UNIT BOUNDARY (UNFINISHED INTERIOR SURFACES)
- 2) - - - DENOTES WALLS OF COMMON ELEMENTS.
- 3) STORAGE SPACES ARE LIMITED COMMON ELEMENTS.

STAIRS ARE 0'67" WIDE  
OTHERWISE NOTED.  
FINISHES SHOWN HEREIN ARE BASED  
ON 3' MEAN SEA LEVEL DATUM.  
ALL DIMENSIONS ARE SHOWN TO THE  
TENTH (0.10) OF A FOOT.

FINISHED ELEVATIONS  
FLOOR 30.23  
CEILING 38.23

CONTINUATION OF  
SHEET 13 OF 14.

OR 620 PG 1259

1 BEDROOM UNITS

SHEET 14 OF 14

|                             |     |     |     |     |
|-----------------------------|-----|-----|-----|-----|
| GROUND FLOOR - UNIT NUMBERS | 107 | 108 | 110 | 118 |
| SECOND FLOOR - UNIT NUMBERS | 207 | 208 | 210 | 218 |
| THIRD FLOOR - UNIT NUMBERS  | 307 | 308 | 310 | 318 |

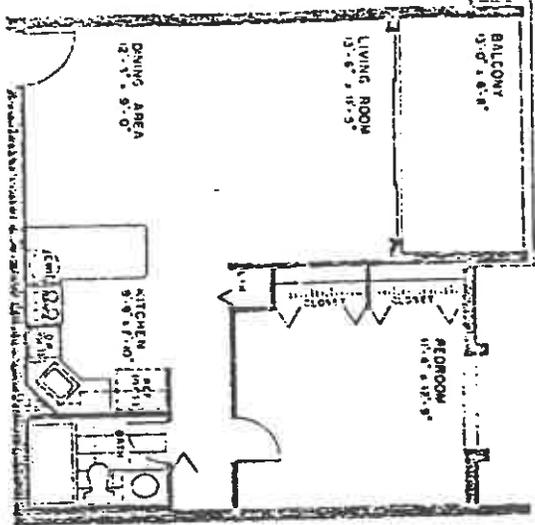


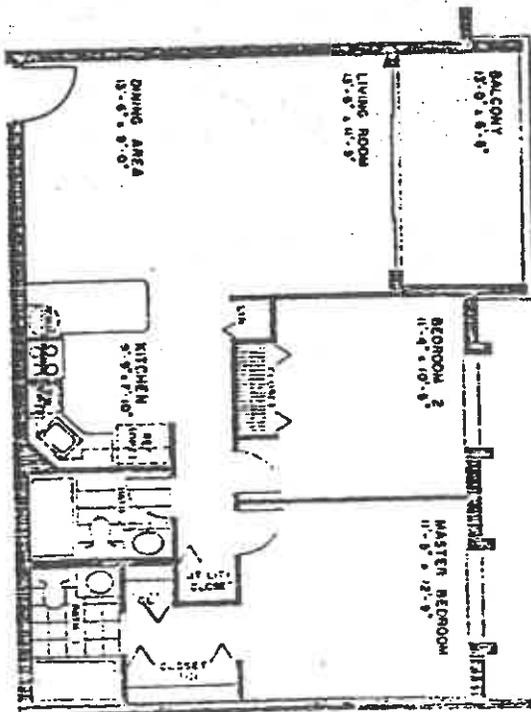
EXHIBIT 1

UNIT FLOOR PLAN



2 BEDROOM UNITS

|                             |     |      |     |
|-----------------------------|-----|------|-----|
| GROUND FLOOR - UNIT NUMBERS | 101 | THRU | 104 |
|                             | 105 | THRU | 114 |
| SECOND FLOOR - UNIT NUMBERS | 201 | THRU | 204 |
|                             | 205 | THRU | 214 |
| THIRD FLOOR - UNIT NUMBERS  | 301 | THRU | 304 |
|                             | 305 | THRU | 314 |



ONE-BEDROOM MODEL

TWO-BEDROOM MODEL

CAMBRIDGE HOUSE OF PORT CHARLOTTE  
A CONDOMINIUM

PREPARED BY GENERAL DEVELOPMENT CORPORATION - ENVIRONMENTAL PLANNING DEPARTMENT

EXHIBIT 2

TO THE DECLARATION OF CONDOMINIUM

OF:

**OR 620 PG 1260**

CAMBRIDGE HOUSE OF PORT CHARLOTTE - A CONDOMINIUM

Percentage  
of  
Common Elements,  
Common Expenses  
and  
Common Surplus of Units

Unit Number

|     |          |
|-----|----------|
| 101 | 2.15054% |
| 102 | 2.18041% |
| 103 | 2.15054% |
| 104 | 2.18041% |
| 105 | 2.15054% |
| 106 | 2.18041% |
| 107 | 1.70251% |
| 108 | 1.73238% |
| 109 | 2.15054% |
| 110 | 2.18041% |
| 111 | 2.15054% |
| 112 | 2.18041% |
| 113 | 2.15054% |
| 114 | 2.18041% |
| 115 | 1.70251% |
| 116 | 1.73238% |
| 201 | 2.18041% |
| 202 | 2.21027% |
| 203 | 2.18041% |
| 204 | 2.21027% |
| 205 | 2.18041% |
| 206 | 2.21027% |
| 207 | 1.73238% |
| 208 | 1.76225% |
| 209 | 2.18041% |
| 210 | 2.21027% |
| 211 | 2.18041% |
| 212 | 2.21027% |
| 213 | 2.18041% |
| 214 | 2.21027% |
| 215 | 1.73238% |
| 216 | 1.76225% |
| 301 | 2.21027% |
| 302 | 2.24014% |
| 303 | 2.21027% |
| 304 | 2.24014% |
| 305 | 2.21027% |
| 306 | 2.24014% |
| 307 | 1.76225% |
| 308 | 1.79211% |
| 309 | 2.21027% |
| 310 | 2.24014% |
| 311 | 2.21027% |
| 312 | 2.24014% |
| 313 | 2.21027% |
| 314 | 2.24014% |
| 315 | 1.76225% |
| 316 | 1.79211% |

100.00000%



THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
CHADM. MCCLENATHEN, ESQ.  
BECKER & POLIAKOFF, P.A.  
630 S. ORANGE AVENUE  
SARASOTA, FL 34236

★ #236

BARBARA T. SCOTT, CLERK  
CHARLOTTE COUNTY  
OR BOOK 1590 PAGE 1151  
RECORDED 02/16/98 @ 11:16 AM  
FILE NUMBER 542028  
RECORDING FEE 10.50

**CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF  
CAMBRIDGE HOUSE OF PORT CHARLOTTE - A CONDOMINIUM**

The undersigned officers of Cambridge House of Port Charlotte, a Condominium, Inc., a Florida not for profit corporation organized and existing to operate and maintain Cambridge House of Port Charlotte - a Condominium, according to the Declaration of Condominium thereof as recorded in O.R. Book 620, page 1205, et seq., Public Records of Charlotte County, Florida, hereby certify that the following amendment to the Declaration of Condominium was duly approved by not less than a majority of the total membership at an annual membership held on January 15, 1998. The undersigned further certify that the amendment was properly proposed and adopted by the Board of Directors, as otherwise required by the Florida Condominium Act and the condominium documents.

(Additions indicated by underlining, deletions by ---, omitted, unaffected language by ...)

XI.

PURPOSE AND USE RESTRICTIONS

Units shall be used and occupied by the respective owners thereof as private single-family residences for themselves, their families, employees, and social guests in occupancy with them, and for no other purpose, except where specific exceptions are made in this Declaration.

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:

C. ~~Persons who are not eighteen years of age or older shall not be permitted to reside in a Unit, nor to use the recreation facilities of the Condominium unless under the supervision of an adult except to the extent that under such conditions as the Association may provide by regulation. In accordance with the Federal Fair Housing Amendments Act of 1988, and the Housing for Older Persons Act of 1995, and comparable legislation adopted by the State of Florida, at least one person fifty-five (55) years of age or older must be a permanent occupant of each unit while any other person occupies said unit. Persons under the age of fifty-five (55) and eighteen (18) years of age, or older, may occupy and reside in a unit as long as one of the occupants is age fifty-five (55) or older. Persons under the age of eighteen (18) shall not occupy a unit on a permanent basis but may occupy a unit on a temporary basis, not to exceed thirty (30) days in any calendar year. Notwithstanding these provisions, the Board in its sole discretion shall have the right to establish hardship exceptions to permit persons of age eighteen (18) or older and less than fifty-five (55) years of age to permanently reside in the community, even in the absence of a person or persons fifty-five (55) years of age or older, provided that said exceptions shall not be permitted in situations where the granting of a hardship exception will result in having less than eighty (80%) percent (or the minimum as may be established by law from time to time) of the units in the condominium having less than one resident fifty-five (55) years of age or older. It is the intent of this provision that the community comply with Fair Housing laws, as the same may be amended from time to time, which currently requires that at least eighty (80%) percent of the units shall at all times have at least one resident fifty-five (55) years of age or older. The Board~~

42728\_1  
1/20/98

THE WRITING CENTER & PRINTING  
1 WAS UNSATISFACTORY FOR  
REPRODUCTION AT THE TIME  
OF IMAGING.

IMAGED  
RB

of Directors shall establish policies and procedures for the purpose of insuring that the foregoing required percentages of occupancy by older persons are maintained at all times and to otherwise allow the Association to qualify for a legal exemption from the laws. This restriction on occupancy by persons less than fifty-five (55) years of age shall not apply to persons permanently occupying a unit as of the date of adoption of this Amendment.

(All other provisions of the Declaration shall remain unchanged.)

In witness whereof, the Association has caused this instrument to be executed by its authorized officers this 28<sup>th</sup> day of January, 1998, at Charlotte County, Florida.

CAMBRIDGE HOUSE OF PORT CHARLOTTE,  
A CONDOMINIUM, INC.

BY: Frank R. Gandt  
President

Vincent Spiootti  
Witness Signature

VINCENT SPIOTTI  
Printed Name

ATTEST: Rachel F. Rich  
Secretary

Jay Kendall  
Witness Signature

JAY KENDALL  
Printed Name

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of January, 1998 by Frank Gandt, as President and Rachel Rich, as Secretary of CAMBRIDGE HOUSE OF PORT CHARLOTTE, A CONDOMINIUM, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced N/A as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Stacey Herrin  
Notary Public  
Printed Name Stacey Herrin  
State of Florida  
My Commission Expires March 24, 2001



Stacey Herrin  
My Commission C0832517  
Expires March 24, 2001





responsibilities, shall be a common expense of the condominium. However, so long as the development known as CHARLOTTE SQUARE shall be under construction and development by the Developer, the Developer shall at its option have the full and exclusive right to act as such unified managing agent. Any such unified managing agent may be granted any and all powers of the Association which are exercisable by the Board of Directors as provided for in the Articles of Incorporation or the By/Laws of the Condominium Association, and in accordance therewith or as are provided in the documents governing any entity of which the Association is a member formed to manage the Charlotte Square development common interests. The terms of said contract with any unified managing agent shall conform to the requirements of the Condominium Act and this Declaration and Exhibits thereto By-Laws of the Association in all regards.

The Developer may cause the Association to enter into such management agreement with the Developer as managing agent upon completion of the condominium improvements.

In witness whereof, the Association has caused this instrument to be executed by its authorized officers this 19th day of April, 1999, at Charlotte County, Florida.

CAMBRIDGE HOUSE OF PORT CHARLOTTE - A CONDOMINIUM, INC.

Paul A. Michalczka  
Witness Signature

PAUL A. MICHALCZKA  
Printed Name

Arthur Benz  
Witness Signature

Arthur Benz  
Printed Name

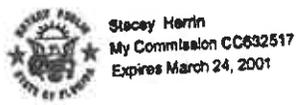
BY: Frank R. Gandt  
President

ATTEST: Rachel J. Rich  
Secretary

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 19 day of April, 1999 by FRANK R. GANDT, as President and Rachel J. Rich, as Secretary of CAMBRIDGE HOUSE OF PORT CHARLOTTE - A CONDOMINIUM, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced N/A as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Stacey Herrin  
Notary Public  
Printed Name Stacey Herrin  
State of Florida  
My Commission Expires March 24, 2001





★  
#236

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
LISA A. WOLINER, ESQ.  
BECKER & POLIAKOFF, P.A.  
630 S. ORANGE AVENUE  
SARASOTA, FL 34236

BARBARA T. SCOTT, CLERK  
CHARLOTTE COUNTY  
OR BOOK 1879 PAGE 1569  
RECORDED 04/03/01 @ 04:38 PM  
FILE NUMBER 801477  
RECORDING FEE 6.00

**CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF  
CAMBRIDGE HOUSE OF PORT CHARLOTTE - A CONDOMINIUM**

The undersigned officers of Cambridge House of Port Charlotte - a Condominium, Inc., a Florida not-for-profit corporation organized and existing to operate and maintain Cambridge House of Port Charlotte - a Condominium, according to the Declaration of Condominium thereof as recorded in O.R. Book 620, page 1206, et seq., Public Records of Charlotte County, Florida, as amended, hereby certify that the following amendment to the Declaration of Condominium was approved by not less than a majority of the members present, in person or by proxy at the duly convened annual membership meeting held on March 1, 2001. The undersigned further certify that the amendment was proposed and adopted in accordance with the condominium documentation, and applicable law.

(Additions indicated by underlining, deletions by ---, omitted, unaffected language by ...)

...

XIV.

ASSESSMENTS

...

E. All notices of assessments from the Association to the unit owners shall designate when they are due and payable. Assessments and installments thereof not paid when due shall bear interest from due date at ~~ten (10%) percent per annum or such lesser rate as may be approved by the Board of Directors~~ the highest rate allowed by law until paid. The Board of Directors may impose a late fee, in addition to interest, in the amount of Twenty Five and 00/100 Dollars (\$25.00) or five (5%) percent of the amount of this installment, whichever is higher, or such other amount that may be permitted by law. The corporation's lien rights as set forth in Article XV shall apply to the late fee, in addition to interest and any other costs or fees (including attorney's fees) incurred in connection with collection of the assessment.

...

(The remainder of the Declaration of Condominium shall remain unchanged.)

In witness whereof, the Association has caused this instrument to be executed by its authorized officers this 12 day of March, 2001, at Charlotte County, Florida.

CAMBRIDGE HOUSE OF PORT CHARLOTTE -  
A CONDOMINIUM, INC.

Henry Eisemann  
Witness Signature

BY:

Frank Gandt  
Frank Gandt, President

Henry Eisemann  
Printed Name

ATTEST:

Rachel Rich  
Rachel Rich, Secretary

Stacey Herrein  
Witness Signature

STACEY HERREIN  
Printed Name

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 12 day of March, 2001 by Frank Gandt, as President and RACHEL RICH, as Secretary of CAMBRIDGE HOUSE OF PORT CHARLOTTE - A CONDOMINIUM, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced Personally Known identification. If no type of identification is indicated, the above-named persons are personally known to me.



Stacey Herrein  
Commission # DD 008384  
Expires March 24, 2005  
Bonded Through  
Atlantic Bonding Co., Inc.

Stacey Herrein  
Notary Public  
Printed Name Stacey Herrein  
State of Florida  
My Commission Expires March 24, 2005





in accordance with the provisions contained elsewhere herein. The five-year waiting period shall not apply in situations where title to a unit passes through inheritance. In connection with the sale or other transfer of a unit, the Association may impose a transfer or application fee upon the unit for sale or lease. Such fee shall be determined by the Board of Directors but may not exceed \$100.00. No unit owner may own more than one (1) unit.

(All other Declaration provisions shall remain unchanged.)

In witness whereof, the Association has caused this instrument to be executed by its authorized officers this 12 day of August, 2004, at Charlotte County, Florida.

CHARLOTTE -

CAMBRIDGE HOUSE OF PORT  
A CONDOMINIUM, INC.

Marit E. Lopez  
Witness Signature

BY: Frank R. Gandt  
Frank Gandt, President

Marit E. Lopez  
Printed Name

Lissa D. Ditzig  
Witness Signature

ATTEST: Dolores M. Leth  
Dolores Leth, Treasurer

Lissa D. Ditzig  
Printed Name

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 12 day of August, 2004 by Frank Gandt, as President and Dolores M. Leth, as ~~Secretary~~ Treasurer CAMBRIDGE HOUSE OF PORT CHARLOTTE - A CONDOMINIUM, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced Personally Known identification. If no type of identification is indicated, the above-named persons are personally known to me.

Name Stacey Herrin

Stacey Herrin  
Notary Public  
Printed

State of Florida  
My Commission Expires



Stacey Herrin  
Commission # DD 008384  
Expires March 24, 2005  
Bonded Thru  
Atlantic Bonding Co., Inc.

# GOLDMAN TISEO STURGES

ATTORNEYS AT LAW

701 JC Center Court, Suite 3  
Port Charlotte, Florida 33954

Jason B. Goldman, Esq.  
Florida Supreme Court  
Certified Circuit Civil Mediator  
jgoldman@gtslawfirm.com

Albert J. Tiseo, Jr., Esq.  
atiseo@gtslawfirm.com

Ernest W. Sturges, Jr., Esq.  
esturges@gtslawfirm.com

Phone (941) 625-6666  
Fax (941) 625-0660  
www.gtslawfirm.com

Our File No: 11657.009

June 22, 2021

THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE BY THE OFFICES OF GOLDMAN, TISEO & STURGES, P.A., DEBT COLLECTOR

**Sent via First-Class Mail and Certified Mail R.R.R.**

Estate of Louis Barghausen  
c/o Carol Livingston  
9294 San Carlos Blvd.  
Fort Myers, Florida 33912

**Re: Unpaid Assessments  
21260 Brinson Avenue, #310, Port Charlotte, Florida - Barghausen  
Cambridge House of Port Charlotte – A Condominium, Inc.**

Dear Ms. Barghausen:

This firm is acting as a debt collector and represents Cambridge House of Port Charlotte – A Condominium, Inc. (the "Association"). According to the records provided to us by the Association, you are now thirty (30) days or more past due in the payment of assessments owed to the Association. The total amount due as of the date of this letter is \$902.16. In addition to assessments, this amount includes any interest and late fees that may have accrued, in addition to any attorneys' fees and costs incurred to date. The specific amounts due are as follows:

|  |                      |
|--|----------------------|
| <b>Remainder of Maintenance Assessments due for 05/01/2021</b> | <b>\$322.39</b>      |
| <b>Maintenance Assessments due for 06/01/2021</b>              | <b>329.19</b>        |
| <b>Attorney's Fees</b>   | <b><u>250.00</u></b> |
| <b>TOTAL AMOUNT DUE:</b>                                       | <b>\$901.58</b>      |

Please recall that as a member of Cambridge House Condominium of Port Charlotte – A Condominium, Inc., you are obligated to pay assessments to the Association. The Declaration of Condominium for the Association provides that the Association may enforce collection of the assessments through various legal means, including the filing of a claim of lien against your property.

Pursuant to Florida Statutes §718.116, the balance amount owed (as referenced above) must be paid within thirty (30) days from the date this notice was deposited in the mail, or we have been instructed by the Association to prepare and record a claim of lien against your property. Please also be advised that if we are required to prepare and file said lien, all attorneys' fees and costs will be payable by you. The Association does not wish to take collection action against you, but your failure to pay the assessments in a timely manner will force them to do so, without further notice to you. This letter shall serve as the

PERSONAL INJURY ❖ WRONGFUL DEATH ❖ CRIMINAL DEFENSE ❖ MEDIATION  
CIVIL LITIGATION ❖ REAL ESTATE LITIGATION ❖ COMMERCIAL LITIGATION  
CONDOMINIUM & COMMUNITY ASSOCIATION LAW ❖ REAL ESTATE LAW ❖ BUSINESS / CORPORATE



Martindale-Hubbell is the facilitator of a peer review rating process. Ratings reflect the confidential opinions of members of the Bar and the Judiciary. Martindale-Hubbell Ratings fall into two categories: CV, BV and AV are registered certification marks of Reed Elsevier Properties Inc., used in accordance with the Martindale-Hubbell certification procedures, standards and policies. AV denotes highest rating.



Re: Cambridge House of Port Charlotte – A Condominium, Inc.  
June 22, 2021  
Page 2

Association's notice of intent to record of Claim of Lien against your property no sooner than thirty (30) days after your receipt of this letter, unless you pay all amounts due and owing.

We are attempting to collect the above debt and any information obtained will be used for that purpose. Unless, within thirty days after receipt of this correspondence, you dispute the validity of the amounts due, or any portion thereof, the amount due will be assumed to be valid. If you notify this firm in writing within the thirty (30) day period that the amounts due or any portion thereof is disputed, this firm will obtain verification of the amount due and verification will be mailed to you by this firm. If you dispute the amount due please submit any documentation or evidence that you have in support of your contention that the amounts due are not correct.

**THE FOREGOING SUM MUST BE PAID BY CASHIER'S CHECK OR MONEY ORDER PAYABLE TO THE GOLDMAN, TISEO & STURGES TRUST ACCOUNT. Any payment received by personal check will be rejected and returned to you. Should you wish to pay all amounts due under this claim after said thirty (30) day period has passed, you will need to contact this office for a current payoff amount.** In addition, please note that partial payments will be first applied to interest, then to late fees, then to costs and attorneys' fees, and last to the delinquent assessments, pursuant to Florida Condominium Act, F.S. §718.116(3), Florida Statutes.

Any restrictive endorsement, designation or instruction, including a statement of accord and satisfaction or tender as full payment, included on a cashier's check, money order, instrument or other document accompanying payment is deemed rejected by the Association regardless of whether the payment is negotiated by the Association (any such negotiation by the Association is under protest and with reservation of all rights). Assessments and other charges are not unliquidated claims or subject to a dispute.

If you previously received a discharge in bankruptcy, the Association seeks only to enforce its in rem remedies with respect to pre-petition assessments and other monies owed to the Association. No personal judgment will be sought for any monies owed to the Association which came due prior to the date of any such bankruptcy petition was filed.

If you have already made payment in full, please disregard this letter. Your prompt attention to this matter is appreciated.

Very truly yours,



Ernest W. Sturges, Jr., Esq.  
Of Goldman, Tiseo & Sturges, P.A.

EWS/slo  
Enclosure: FDCPA Written Notice

cc: Cambridge House of Port Charlotte, a Condominium, Inc.

## WRITTEN NOTICE

### **THIS NOTICE IS PROVIDED TO YOU IN COMPLIANCE WITH THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. 1692g.**

1. The amount of the debt is stated in the letter attached hereto.
2. Cambridge House of Port Charlotte – A Condominium, Inc., is the creditor to whom the debt is owed.
3. Unless the consumer, within thirty (30) days after receipt of this notice, disputes in writing, the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the creditor's law firm.
4. If the consumer notifies the creditor's law firm in writing within thirty days of this notice that the debt or any portion thereof is disputed, the creditor's law firm will obtain verification of the debt and it will be mailed to the consumer by the creditor's law firm.
5. If the consumer makes a written request to the creditor's law firm within thirty days of receipt of this notice, the creditor's law firm will provide the consumer with the name and address of the original creditor, if different from the current creditor.
6. Written request required by the act should be addressed to: Ernest W. Sturges, Jr., Esq., Goldman, Tiseo & Sturges, P.A., 701 JC Center Court, Suite 3, Port Charlotte, FL 33954.
7. The above referenced law firm is a debt collector and is collecting a debt and any information provided by the debtor may be used to assist the creditor in collecting the debt.

Goldman Tiseo and Sturges P.A.  
701 J C CENTER CT UNIT 3  
PORT CHARLOTTE FL 33954-2826

**USPS CERTIFIED MAIL**



**9414 8118 9876 5809 3194 49**

Estate of Louis Barghausen  
c/o Carol Livingston  
9294 SAN CARLOS BLVD  
FORT MYERS FL 33967-4914



**\$5.86 US POSTAGE**  
**FIRST-CLASS**  
Jun 23 2021  
Mailed from ZIP 33954  
1 oz First-Class Mail Letter

11923275



062S0012913542

Cambridge House v. Barghausen

This instrument prepared by and return to:  
Ernest W. Sturges, Jr., Esquire  
Goldman, Tiseo & Sturges, P.A.  
701 JC Center Court, Suite 3  
Port Charlotte, FL 33954  
File No. 11657.009

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT  
OR BOOK: 4824 PAGE 1182 PAGE: 1 OF 1  
INSTR # 2965767 Doc Type: LN  
Recorded: 8/17/2021 at 10:08 AM  
Rec. Fee: RECORDING \$10.00  
Cashier By: KAREN B

**CLAIM OF LIEN FOR CONDOMINIUM ASSESSMENTS**

**BEFORE ME**, the undersigned Notary Public, personally appeared GARY HARDIN, who was duly sworn and says that he is the Vice President of CAMBRIDGE HOUSE OF PORT CHARLOTTE, a CONDOMINIUM, whose address is 6250 Scott Street, Suite 214, Punta Gorda, Florida 33950, the Lienor herein, and who further says:

1. A Lien for unpaid assessments is hereby imposed against the following-described condominium parcel:

**Unit 310 of CAMBRIDGE HOUSE OF PORT CHARLOTTE – a Condominium, according to the Declaration of Condominium filed December 21, 1979, and recorded in Office Records Book 620, at Pages 1205-1287 of the Public Records of Charlotte County, Florida together with all appurtenances thereto, including an undivided interest in the Common Elements of said Condominium as set forth in the Declaration.**

**Commonly known as: 21260 Brinson Avenue, Unit 310, Port Charlotte, FL 33952**

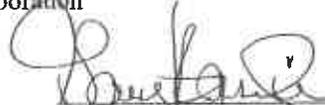
- 2. The above-described unit is owned by the following individual: Louis Barghausen
- 3. The amount due and the due date for the assessment is as follows:

|  |                      |
|--|----------------------|
| <b>Remainder of Maintenance Assessments Due 05/01/2021</b> | <b>\$322.39</b>      |
| <b>Maintenance Assessments Due 06/01/2021</b>              | <b>329.19</b>        |
| <b>Maintenance Assessments Due 07/01/2021</b>              | <b>329.19</b>        |
| <b>Maintenance Assessments Due 08/01/2021</b>              | <b><u>329.19</u></b> |

**TOTAL AMOUNT DUE: \$1,309.96**

4. In addition to the foregoing sum, this Lien also secures all unpaid assessments, interest, if any, from the due date, late charges, if any, costs and attorney's fees which are due and which may accrue subsequent to the recording of the Claim of Lien.

CAMBRIDGE HOUSE OF PORT CHARLOTTE - a  
CONDOMINIUM, INC., a Florida not-for-profit  
corporation

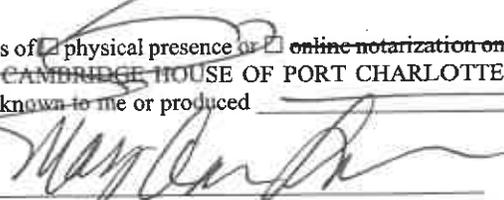
By:   
GARY HARDIN, Vice President

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

5th The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization on this 5th day of August, 2021 by GARY HARDIN, as Vice President of CAMBRIDGE HOUSE OF PORT CHARLOTTE – a Condominium, Inc., on behalf of the said corporation, who is personally known to me or produced as identification.

(SEAL)



  
Signature of Notary Public  
Printed Name: MARY ANN LESIEUR



# GOLDMAN TISEO STURGES

ATTORNEYS AT LAW

701 JC Center Court, Suite 3  
Port Charlotte, Florida 33954

Jason B. Goldman, Esq.  
Florida Supreme Court  
Certified Circuit Civil Mediator  
jgoldman@gtslawfirm.com

Albert J. Tiseo, Jr., Esq.  
atiseo@gtslawfirm.com

Ernest W. Sturges, Jr., Esq.  
esturges@gtslawfirm.com

Phone (941) 625-6666  
Fax (941) 625-0660  
www.gtslawfirm.com

Our File No: 11657.009

August 27, 2021

**THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE BY THE OFFICES OF GOLDMAN, TISEO & STURGES, P.A., DEBT COLLECTOR**

**Sent via First-Class Mail and Certified Mail R.R.R.**

Estate of Louis Barghausen  
c/o Carol Livingston  
9294 San Carlos Blvd.  
Fort Myers, Florida 33912

**Re: Unpaid Assessments  
21260 Brinson Avenue, #310, Port Charlotte, Florida - Barghausen  
Cambridge House of Port Charlotte – A Condominium, Inc.**

Dear Ms. Barghausen:

Please be advised this law firm is acting as a debt collector and represents Cambridge House of Port Charlotte, a Condominium, Inc.

This letter is to inform you a Claim of Lien has been filed against your property because you have not paid the maintenance assessment to Cambridge House of Port Charlotte, a Condominium, Inc., The association intends to foreclose the lien and collect the unpaid amount within forty-five (45) days of this letter being provided to you.

You owe the interest accruing from May 2021 to the present. As of the date of this letter, the total amount due with interest is \$1,829.96. All costs of any action and interest from this day forward will also be charged to your account.

Any questions concerning this matter should be directed to the undersigned attorney, Ernest W. Sturges, Jr., Esq., of Goldman, Tiseo and Sturges, P.A., at the location and phone number noted above.

|  |                      |
|--|----------------------|
| <b>Remainder of Maintenance Assessments due for 05/01/2021</b> | <b>\$322.39</b>      |
| <b>Maintenance Assessments due for 06/01/2021</b>              | <b>329.19</b>        |
| <b>Maintenance Assessments due for 07/01/2021</b>              | <b>329.19</b>        |
| <b>Maintenance Assessments due for 08/01/2021</b>              | <b>329.19</b>        |
| <b>Claim of Lien Recording Fees</b>                            | <b>10.00</b>         |
| <b>Release of Lien Recording Fees</b>                          | <b>10.00</b>         |
| <b>Attorney's Fees</b>   | <b><u>500.00</u></b> |
| <b>TOTAL AMOUNT DUE:</b>                                       | <b>\$1,829.96</b>    |

PERSONAL INJURY ❖ WRONGFUL DEATH ❖ CRIMINAL DEFENSE ❖ MEDIATION  
CIVIL LITIGATION ❖ REAL ESTATE LITIGATION ❖ COMMERCIAL LITIGATION  
CONDOMINIUM & COMMUNITY ASSOCIATION LAW ❖ REAL ESTATE LAW ❖ BUSINESS / CORPORATE



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Re:  
August 27, 2021  
Page 2

If the above amount, plus unpaid amounts coming due after the charges listed above, is received within the specified time, a release of lien will be recorded and a copy forwarded to you.

**THE FOREGOING SUM MUST BE PAID BY CASHIER'S CHECK OR MONEY ORDER PAYABLE TO THE GOLDMAN, TISEO & STURGES TRUST ACCOUNT. Any payment received by personal check will be rejected and returned to you. Should you wish to pay all amounts due under this lien after said forty-five (45) day period has passed, you will need to contact this office for a current payoff amount. In addition, please note that partial payments will be first applied to interest, then to late fees, then to costs and attorneys' fees, and last to the delinquent assessments, pursuant to §718.1116(3), Florida Statutes.**

Again, in the event the foregoing sums are not paid within forty-five (45) days from the date this notice was received, we have advised our client to initiate foreclosure proceedings against your property.

Unless you dispute the validity of the amount due (or any portion thereof) within thirty (30) days after receipt of this correspondence, the amount due will be assumed to be valid. If you notify this firm in writing directed to the undersigned, within the thirty (30) day period that the amount due or any portion thereof is disputed, this firm will obtain verification of the amount due and verification will be mailed to you by this firm. We are attempting to collect the above debt and any information obtained will be used for that purpose. If you dispute the amount due, we would appreciate you submitting any documentation or evidence that you have in support of your contention that the amount due is not correct.

Very truly yours,

GOLDMAN, TISEO & STURGES, P.A.

By:

  
Ernest W. Sturges, Jr., Esq.

EWS/slo  
Enclosure

cc: Cambridge House Condominium of Port Charlotte, Inc.

Goldman Tiseo and Sturges P.A.  
701 J C CENTER CT UNIT 3  
PORT CHARLOTTE FL 33954-2826

**USPS CERTIFIED MAIL**



**9414 8118 9876 5800 1148 38**

Est. of Louise Barghausen c/o Carol Livingsto  
9294 SAN CARLOS BLVD  
FORT MYERS FL 33967-4914



**\$5.86 US POSTAGE**  
**FIRST-CLASS**  
Aug 27 2021  
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11923275



stamps  
evidencia

062S0012913542

Cambridge House v. Barghausen

## WRITTEN NOTICE

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5. If the consumer makes a written request to the creditor's law firm within thirty days of receipt of this notice, the creditor's law firm will provide the consumer with the name and address of the original creditor, if different from the current creditor.
6. Written request required by the act should be addressed to: Ernest W. Sturges, Jr., Esq., Goldman, Tiseo & Sturges, P.A., 701 JC Center Court, Suite 3, Port Charlotte, FL 33954.
7. The above referenced law firm is a debt collector and is collecting a debt and any information provided by the debtor may be used to assist the creditor in collecting the debt.

