

DECLARATION OF CONDOMINIUM  
OF  
BAYWOOD COLONY GARDEN APARTMENTS, A CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS: That W. DEWEY KENNELL, called Developer, for himself, his successors, grantees and assigns, does this 24th day of April, 1978, submit to condominium ownership pursuant to the laws of the Statutes of the State of Florida, the real estate owned by Developer in fee simple situated in Sarasota County, Florida, and legally described on Exhibit A attached hereto.

1. NAME AND ADDRESS: The name by which the condominium property is to be identified is: BAYWOOD COLONY GARDEN APARTMENTS, A CONDOMINIUM. The address of the condominium is 5800 Hollywood Boulevard, Sarasota, Florida 33581.

2. IDENTIFICATION OF EACH UNIT: The condominium shall consist of forty-eight (48) units located in three separate buildings and numbered 111 through 118; inclusive; 211 through 218, inclusive, and 311 through 318, inclusive, for all of the first floor units; 121 through 128, 221 through 228, and 321 through 328, for all of the second floor units, all numbering being inclusive.

The legal description of a unit in the Condominium shall be:

Unit \_\_\_\_\_, BAYWOOD COLONY GARDEN APARTMENTS, A Condominium, according to the Declaration of Condominium recorded in Official Record Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Sarasota County, Florida.

1236 1340

3. CONDOMINIUM PLAT: A survey of the land and a graphic description of the improvements in which the units are located and a plot plan thereof which, together with this Declaration of Condominium, are in sufficient detail to identify the common elements and each unit and their relative locations and approximate dimensions appears on that certain condominium plat of the Condominium being recorded herewith in Condominium Book 10, Pages 46 & 46A, Public Records of Sarasota County, Florida, and incorporated herein by reference. A copy of such plat is attached hereto as Exhibit 7.

4. UNIT BOUNDARIES: A unit shall consist of the space defined in Exhibit 7 and include that part of the building containing the unit that lies within the boundaries of the unit. The boundaries of each unit are defined in paragraph (a) and (b).

(a) Upper and Lower Boundaries. The upper and lower boundaries of each unit are the plane of the undecorated finished ceiling and the plane of the undecorated finished floor.

(b) Perimetrical Boundaries. The perimetrical boundaries of each unit are the vertical planes of the undecorated finished surfaces of the walls bounding the units extended to intersect with each other and with the upper and lower boundaries.

In addition, a unit shall include the entranceway, stoop, sill, outside doors, windows, glass, screens, water heater, heating and air conditioning equipment, any other equipment to be used exclusively by a particular unit and the

1236 1340

1236 1341

outside hall storage unit numbered the same as each condominium unit.

In the event the actual physical location of any unit at any time does not precisely coincide with Exhibit 7, the actual physical locations shall control over the locations, dimensions and descriptions contained in Exhibit 7. In the event of a total or substantial destruction of the building, the locations, dimensions and descriptions of the respective units as contained in Exhibit 7 and subsequent amendments will control.

5. COMMON ELEMENTS, EXPENSES AND SURPLUS. The common elements include all of the condominium property which is not included within the units together with the easements, property and installations for furnishings utilities and services as stated in Florida Statute 718.108 and this declaration of condominium.

Each unit shall include as an appurtenance thereto an undivided 1/48th share in the common elements. The owners of each unit shall pay 1/48th of the common expenses, and shall own 1/48th of the common surplus.

Automobile Parking: Parking areas for the condominium are set forth in the Condominium Plat, Exhibit 7. These parking areas will be marked from time to time by the Association so that there will be not less than 48 parking spaces. The right to use one parking space is granted to each unit, but the particular parking space to be so used shall be designated by the Association from time to time; provided that no change in the designation of parking spaces shall be made without the consent of the owner of

1236 1341

at 1230 P.1342

the unit to whom the parking space was assigned. Developer, for himself and on behalf of the Association, reserves the right to initially assign parking spaces to the unit owners as the units are purchased.

In addition, Developer reserves the right to cover certain parking spaces, and assign these covered parking spaces to purchasers of units at a charge to be made by the Developer to the particular unit owners.

Washers and Dryers: The common elements include a laundry and maintenance building with washers and dryers. The washers and dryers are not condominium property but are leased from an independent contractor, not the developer, by the Association under the terms of a written lease for a term not to exceed 5 years. The Association is to receive a share of the washer and dryer receipts.

Reservation of Easement: Developer hereby reserves for and on behalf of himself, his successors and assigns, and for the Association, a non-exclusive perpetual easement for the installation, construction repair, maintenance and replacement of private and public utility lines and services of all kinds, under and over, the surface of the condominium property not occupied by buildings or other structures. The utility easements herein reserved may serve this condominium and other properties not a part of this condominium. Utility easements may be granted by the Developer to any public or private utilities as may be desirable to provide services to this

at 1200 P.1342

ME 1236 PL 1343

condominium or any other property.

All public and private utility companies rendering utility services to the condominium, are granted an easement and shall have a perpetual non-exclusive easement over, across, under and through all of the common land areas of this condominium for the purpose of construction, installation, maintenance, repair and replacement of the utilities serving this condominium and for the purpose of reading meters in connection therewith. In the event it is necessary to disturb the surface of the land for such purposes, the roads, grass, parking, landscaping and other improvements which are disturbed shall be restored by the utility company as soon as is practicable to their prior condition as nearly as is possible.

Sign and Billboard Easements: Developer, for himself, his successors and assigns, reserves unto himself an exclusive perpetual easement for the installation, construction, repair, maintenance and replacement of the signs and billboards located on the northeast corner and the southeast corner of the condominium property as more particularly set forth on the Condominium Plat, Exhibit 7. These signs and billboards are in existence at the time that the property is submitted to condominium ownership and the easement reserved to the Developer is to continue these signs at approximately the same location, size, style, color and wording. The Developer may make changes in the signs and billboards, and assign them, with the limitation that the signs shall always make reference to the Baywood Colony

ME 1236 PL 1343

Mc 1236 1344

area. So long as Developer continues its easement with respect to the signs and billboards, he shall maintain and repair the same and shall have an easement for entry onto the condominium property for that purpose.

6. CONDOMINIUM ASSOCIATION: The name of the Association which will operate the condominium is the BAYWOOD COLONY GARDEN APARTMENTS CONDOMINIUM ASSOCIATION, INC. This Association is a Florida non-profit corporation. The owners of each unit in the condominium, as shown by the Public Records of Sarasota County, Florida, are members of the Association.

The Association has the powers and responsibilities given to it by the declaration of condominium, articles of incorporation, by-laws and the laws of the State of Florida. The Association may adopt and enforce uniform rules and regulations concerning the maintenance, repair, replacement, use and occupation of the condominium property.

In all matters involving the Association, there shall be one vote for each of the units in the Condominium. In the event of joint ownership of a unit, the joint owners shall agree upon one person to cast the vote for the unit. If the owners are unable to agree, the vote for that unit shall not be counted for a quorum or cast. The Association may presume that an owner purporting to vote for a unit jointly owned has the authority to so act.

7. AMENDMENT: The Declaration may be amended at any time prior to January 1, 1980, by affirmative vote of the owners of

Mc 1236 1344

not less than fifty-one percent (51%) of the units and the written consent of the Developer. After that date, the Declaration may be amended by affirmative vote of the owners of not less than fifty-one percent (51%) of the units.

8. MAINTENANCE AND REPAIR BY UNIT OWNER: The owners of each unit shall maintain, repair and replace at their expense, all portions of their unit, and shall keep all floors in their unit, except bathrooms, kitchens, and outside areas, covered with wall to wall carpeting or with other floor coverings that in the opinion of the Association will not transmit sound. Surfaces which face outward from the inside of a unit, for example, screens, windows, outside doors, even though a part of the unit and to be maintained and repaired by the owner of the unit, shall be maintained and repaired of the same style, color and materials as originally constructed by the Developer, unless the Association authorizes a uniform change. The Association may repair and maintain such outside surfaces on a uniform basis as a common expense, or on a unit by unit basis at the expense of the particular unit benefited.

Repair and maintenance of the common elements is the responsibility of the Association. No unit owner shall make any alteration, redecoration or change in appearance of any common elements, including by way of clarification, any portion of the exterior of the building, the interior halls, or any other public areas.

Repair and maintenance of the carport coverings is stated in Paragraph 11 (o).

9. INSURANCE BY THE ASSOCIATION: The Association shall procure, maintain and pay for as part of the common expense the following insurance:

(a) Casualty insurance covering all of the units and common elements in an amount equal to the maximum insurance replacement value thereof, exclusive of parking and driveway excavation and foundation costs, as determined annually by the insurance carrier, such coverage to afford protection against (1) loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsements, and (2) such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use to this Condominium, including but not limited to vandalism, malicious mischief, windstorm, water damage, flood and war risk insurance, if available.

(b) The Association may include in the casualty insurance covering the units, as required in Paragraph (a), like casualty insurance covering the interior partitions, bathroom and kitchen fixtures, kitchen cabinets and appliances, water heaters and heating and air-conditioning equipment which serve a particular unit. Such coverage may exclude windstorm or water damage if the costs are unreasonably high or may include deductibles in the discretion of the Association.

(c) Public liability and property damage insurance covering all units and common elements in such amounts and in such form as shall be required by the Association to protect the



cc 1200 p.1347

Association and unit owners, including, but not limited to, personal injury and property damage protection, personal injury and property damage protection to the owners and their families using common elements, water damage, legal liability, hired automobile, non-owned automobile and off premises employee coverage;

(d) Workmen's Compensation Insurance.

(e) Such other insurance coverage as the board of directors of the Association in its discretion may determine from time to time to be in the best interests of the Association and unit owners.

All liability insurance maintained by the Association shall contain cross-liability endorsements to cover the liability of all unit owners. All insurance coverage authorized to be purchased shall be purchased by the Association for itself and for the benefit of all owners of units and their respective mortgagees, as their interest may appear. The company or companies with whom the Association shall place its insurance coverage must be good and responsible companies authorized to do business in the State of Florida.

All policies of casualty insurance covering the condominium property shall provide for the insurance proceeds covering any loss to be payable to the Association, and the same shall be received and held by the Association for the benefit of the owners of the units involved and their respective mortgagees, as their interests may appear, and shall be used, applied or dis-

cc 1200 p.1347

at 1250 p.1348

tributed in the manner hereinafter provided. The Association is hereby declared to be appointed as authorized agent for all owners of units for the purpose of negotiating or agreeing to a settlement as to the value or extent of any loss which may be covered under any policy of casualty insurance, and is granted the full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance procured by the Association pursuant to the foregoing. The Association shall furnish to holders of mortgages on any of the units copies of the insurance policies involving such unit and evidence that the premiums for the same have been paid.

The risk of loss or damage to all furniture, furnishings, personal effects, window coverings, screens, floor coverings and all personal property either in a unit or elsewhere on the condominium property, not a common element or owned by the Condominium Association, shall be the responsibility of persons other than the Association. Paragraph (b) is designed to obtain a lower cost; it does not change ownership or risk of loss.

10. OWNERS'S RESPONSIBILITY IN THE EVENT OF DESTRUCTION:

In the event of destruction, either partial or substantial, of a unit, the owner of said unit shall be under an obligation to cause the same to be repaired or rebuilt and shall commence and diligently pursue the repair or rebuilding of such unit within sixty (60) days from the date of destruction. The insurance proceeds applicable to said unit are to be promptly applied for

at 1250 p.1348

by the owner of the said unit and/or the Association. The Association and/or the institutional mortgagee of said unit, as then agreed upon, shall hold the insurance proceeds in escrow to assure the prompt payment of the cost of such repair and rebuilding. In the event the owner of an affected unit fails to commence and pursue such repair or rebuilding within the time provided, the Association shall have the right in his name and stead to cause the same to be commenced and diligently prosecuted at the owner's cost and expense. The insurance proceeds applicable to such unit shall be subjected to a lien to indemnify the Association for any cost or expense for which it is held responsible by virtue of its undertaking such repair or rebuilding. In the event the insurance proceeds applicable to any repair or rebuilding of a unit shall not be sufficient to cover the cost of the same, the owner of said unit shall promptly pay the deficiency and, failing to do so, the Association may advance and pay such deficiency on behalf of the owner. To the extent of such payment, the Association is entitled to a lien on the owner's unit and may, in order to collect said lien, pursue foreclosure or any remedy provided for collection of assessments by the Condominium Act of the State of Florida, and in pursuing such remedy, the Association shall be entitled to collect from such defaulting owner all costs of collection, including a reasonable attorney's fee.

In the event of substantial destruction of an entire building (more than 75% of the units substantially destroyed),

ac 1236 N1350

the owners of the units in the building destroyed shall meet on 10 days' notice, and pursuant to the procedure of the Association for calling and conduct of meetings, shall vote to determine whether the building shall be rebuilt, or repaired, or whether the insurance proceeds, if any, shall be accepted and apportioned among the owners of units in the destroyed buildings, or some other procedure shall be followed. In the event the owners vote to not rebuild the destroyed building, the insurance proceeds shall be used first to clear the site and the balance thereof shall be distributed as hereinafter provided for. The owners shall be under an obligation to rebuild the building unless 90% of the units in the destroyed building vote for some other alternative. In the event the decision is other than to rebuild, the owners of each unit in the destroyed building shall convey their interest in the common elements, including the land upon which the destroyed building did exist, to the Association. The net proceeds of all hazards insurance policies on the destroyed building after payment of cost of site clearing and other costs incident to the action taken, shall be divided among the owners of units in said destroyed building on a prorata basis, using the ad valorem assessment of each unit as compared to the total of all of the ad valorem assessments for all of the units in the destroyed building. If all of the units are the subject of one hazard policy or related policies all insured by one company, the proportionate insurable values revealed by such

Art 1233 P. 1351

policy or policies shall be conclusive as to the apportionment of the insurance proceeds.

When a building has not been substantially destroyed but it is necessary to apportion insurance proceeds among units in the building, such apportionment shall be done by the Association based upon the proportionate or relative reconstruction costs of the damage to each unit. The Association's decision shall be conclusive.

Art 1233 P. 1351

1298 & 1352

11. COVENANTS AND RESTRICTIONS CONCERNING THE USE OF UNITS:

The following covenants and restrictions shall apply to and bind the Condominium, Condominium property, unit and unit owners, to-wit:

(a) All Condominium units shall be and remain of like exterior design, shape, color and appearance as the original construction by Developer.

(b) Occupants of Condominium units shall not suffer, permit or maintain in or on their premises loud noises or obnoxious odors, or any activity which would constitute a nuisance to neighboring units.

(c) Pets may be kept on the premises provided they are kept on a leash while outside their owner's unit. If a majority of the board of directors of the Association declare a particular pet to be a nuisance, the owner, when so notified in writing, shall immediately remove said pet from the premises.

(d) No child under the age of 14 years shall occupy a unit other than as a temporary guest, and such temporary occupancy as a guest shall not exceed a total of 30 days within any consecutive 12-month period.

(e) Each condominium unit shall be used exclusively as a one-family residential dwelling and no business or trade shall be permitted or conducted therein. This prohibition does not, except for units used, apply to use by Developer of his units for models, sales offices, construction offices, storage or related use.

1298 & 1352

1256 A.1353

(f) No unit owner may lease his unit for a term of less than one month to any one lessee or occupant.

(g) Occupants and unit owners shall keep and obey all laws, ordinances, regulations, and the provisions of the condominium documents.

(h) Unit owners shall promptly pay regular and special assessments when due. Assessments not paid when due shall bear interest at 9% per annum, or the maximum allowed by law, whichever is greater. Unit owners shall pay reasonable attorney's fees and costs incurred by the Association incident to the collection of assessments and the enforcement of liens.

(i) Each unit owner, lessee or occupant shall maintain at all times in good condition and repair their unit, including partitions, kitchen cabinets and appliances, bathroom fixtures, heat and air conditioning systems, water heaters, screens, glass, interior walls, floors, ceilings, doors, outside doors, windows, water, electric and plumbing systems. The phrase, electric system, in this paragraph shall be construed as referring to those items of electrical conduit, wire, switches, fixtures and equipment located within the unit or on the unit side of the electric meter servicing said unit. The phrase, plumbing system, in this paragraph shall be construed to mean all fixtures and all plumbing items from the trunk line connection to the unit or in the unit itself.

(j) No television antennas, air conditioners, aerials,

1256 A.1353

at 1200 p. 1354

wires, structures of any sort shall be erected, constructed or maintained on the exterior of the building, except for those structures that are part of the original construction or like replacements.

(k) No unit owner shall permit or maintain any exposed or outside storage or storage containers.

(l) No vehicles other than automobiles, vans and pick-up trucks, with and without campers, shall be permitted in the parking spaces of the condominium other than the vehicles of guests of unit owners for short periods of time. This limitation is subject to the express authority granted to the Association to make other rules and regulations with respect to the location of personal property in the parking areas of the condominium.

(m) No apparatus of any sort shall be used or maintained in any unit which will cause interference with radio or television reception in any other unit.

(n) The occupants of units shall abide by all of the rules and regulations promulgated by the Association concerning the occupancy and use of the condominium units and the common elements.

(o) No signs of any type shall be maintained, kept or permitted by anyone on any part of the common elements, or in or on any unit where the same may be viewed from the common elements or the street. Advertising signs of Developer are not subject to this prohibition.

at 1200 p. 1354



1200 w 1355

(p) No unit owner shall permit or suffer anything to be done or kept in his unit which will increase the insurance rates on any unit, or the common elements, or which will obstruct or interfere with the rights of other members, or annoy them with unreasonable noises or otherwise; nor shall a member commit or permit any nuisance or illegal act in a unit or upon the common elements.

(q) Coverings of the carports shall be of uniform size, color and construction. Carports not covered by the Developer may be covered at a later time with the written consent and approval of the Association. Carport coverings, whenever erected, shall be limited common elements so that the coverings and parking space covered shall be used solely by the owners of a unit to which the parking space has been assigned. The cost of repair, replacement and maintenance of the covering of the carport coverings shall be paid by the owners; but otherwise, such carport coverings and the parking spaces are subject to the regulations of the Association and these condominium documents. The Association may maintain, repair, insure, or replace carport coverings, in which case it shall levy a special assessment for these costs to be paid only by the unit owners to which the covered spaces have been assigned.

1200 w 1355

1233 P.1356

12. RESTRICTIONS ON TRANSFER OF UNITS: Except for sale or leasing by Developer, his agent, broker or assigns, no condominium unit shall be sold or leased without the prior approval of the Association. The consent of the Association shall be given or withheld based upon the determination by the Association of the ability of the proposed lessee or grantee to meet the financial obligations imposed upon each unit owner by the Association and the ability of the proposed transferee to fit within the moral and social community of the condominium. Applications for approval of all transfers shall be as follows:

(a) Applications for approval of transfer shall be in writing, and shall include such information as the Association shall require, and may include a reasonable charge for the cost of processing the application.

(b) The Association shall either approve or reject a request for approval within thirty (30) days after receipt of notice of a transaction. If the required notice to the Association is not given, then at any time after receiving actual knowledge of a transaction or an event transferring ownership or possession of a unit, the Association may approve or disapprove the transaction or event. If the Association disapproves the transaction or change of ownership or possession, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(c) If the transaction is approved, the approval shall

MC 1238 P. 1357

be stated in a certificate executed by the Association in recordable form, which may be recorded in the Public Records of Sarasota County, Florida, at the expense of the purchaser or lessee, as the case may be.

(d) If the proposed transaction is disapproved by the Association, the unit owner shall be advised in writing of the disapproval, and the reasons therefor, in as much detail as the circumstances will permit, and the proposed sale, lease or gift shall not be made.

(e) In the event the Association shall disapprove a proposed sale, it shall have the option to provide a substitute purchaser. The Association shall exercise this option, within thirty (30) days after receipt of notice of the proposed sale, by delivery in person or by certified mail to the transferor of an offer to purchase signed by a purchaser approved by the Association offering to purchase the unit for the price stated in the application for transfer or the fair market value of the unit.

Fair market value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, appointed by the American Arbitration Association, who shall base their determination upon the average of their appraisals of the unit. A judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall

ac 1220 p.1358

be paid by the purchaser. The purchase price shall be paid in cash.

The sale shall be closed within thirty (30) days after the delivery or mailing of the offer to purchase, or within ten (10) days after the determination of the price, if it is set by arbitration, whichever is the later.

(f) Failure of the Association to act within thirty (30) days of the receipt of an application for approval of transfer shall be deemed approval of that transaction, and the Association shall issue the certificate of approval.

(g) No unit owner may mortgage a unit or any interest therein without the prior approval of the Association, except to a bank, life insurance company, savings and loan association or to a vendor to secure the purchase price.

(h) These requirements of approval of a transfer by the Association shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association, or purchase money mortgagee or his assigns. The requirements of approval of a transfer by the Association shall not apply to a transfer, sale or lease by a bank, life insurance company, savings and loan association, or purchase money mortgagee or his assigns or to a purchaser who acquires title at a duly advertised public sale.

(i) Any sale, mortgage, lease, assignment of lease or gift of any unit that is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved

ac 1220 p.1358

at 1250 to 1359

by the Association.

(j) The limitations, restrictions and need for approval does not apply to a sale, lease, mortgage or other transfer by the Developer.

13. RIGHTS OF THE DEVELOPER: Developer reserves unto himself, his successors and assigns the right to appoint, elect and to fill vacancies in the Board of Administration of the Association until such time as the unit owners are entitled to elect a majority of the members of the Board of Administration as provided by the Condominium Statute.

(a) Developer reserves unto himself, his successors and assigns the right to manage the Association and condominium property until such time as the unit owners are entitled by law to cancel Developer's right to manage the affairs of the Condominium and the Association, or the Developer elects to terminate his right to manage the Condominium and the Association. Developer has assigned his right to manage the condominium to Florida Realty, Inc., a copy of the assignment and management contract between Developer and the Association is attached as Exhibit 10.

(b) Developer elects the option provided in Florida Statute 718.116(8)(b) and guarantees each purchaser of a condominium unit that the assessment for common expenses of the condominium will not increase over the sum of \$37.50 per month. This sum shall be payable quarterly, in advance, prorated on a daily basis from the date of closing, and subject

at 1250 to 1359

at 1200 to 1300

to the provision of the condominium documents and the condominium statute with respect to interest, costs and procedure for collection.

Developer, in consideration of the payment to him of the assessments described above, will maintain and operate the condominium. Developer agrees to pay any common expenses of the condominium incurred and not produced by assessments, and shall not be liable or account for the use of the assessment proceeds. Services to be furnished by Developer shall include:

- (1) Normal maintenance and repair of the common elements, which include lawns, grounds, roads, parking spaces and walkways.
- (2) Normal maintenance and repair of the outside walls and outer doors of all buildings.
- (3) Garbage and trash removal.
- (4) Insurance coverage as set forth in Paragraph 9 of this Declaration of Condominium.
- (5) Electricity, water and sewer for the laundry building.
- (6) Water for the care and maintenance of the common elements, including water for the central lawn and shrub sprinkler system.
- (7) All professional services including management, legal, accounting and office supplies.

at 1200 to 1300

1253 1361

The Developer's obligation to provide services to the unit owners shall begin with the day of the first closing of the sale of a unit in the condominium and will terminate 90 days after notice of termination is given by either party to the other.

Upon termination of Developer's obligation, the unit owners, through the Association, shall determine the services and benefits to be provided, the common expenses to pay for these services and benefits and the assessments due from each unit. The procedure to be followed to determine, assess and collect for the common expenses is set forth in detail in the condominium documents and statute.

(c) Developer reserves the right and easement to keep, maintain and use upon the Condominium property, in each of the three buildings, and the condominium property, offices, models, signs, advertising, and parking areas for the Developer's personnel and customers, which rights shall continue until January 1, 1988. The models, offices, signs, advertising and parking may be used by the Developer for any business purpose, including, but not limited to, sales and rentals, administration of the Condominium property, the conduct of the affairs of the Association, and such other lawful businesses as the Developer may pursue.

Developer, for himself, his assigns, agents, employees and subcontractors, reserves, and shall have, easements throughout

ac 1253 1365

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared JAMES E. ROBERTS as <sup>st</sup>Vice-President of COAST FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation under the laws of the State of Florida, known to me to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same as such officer and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 27th day of April, 1978.

  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT. 19 1980  
RECORDED WITH GENERAL REG. UNDERWRITERS

ac 1253 1365



ac 1266 to 1366

EXHIBIT A

LEGAL DESCRIPTION OF THE REAL PROPERTY SITUATED  
IN SARASOTA COUNTY, FLORIDA SUBMITTED  
TO CONDOMINIUM OWNERSHIP AS  
BAYWOOD COLONY GARDEN APARTMENTS, A CONDOMINIUM  
BY W. DEWEY KENNEL, DEVELOPER

Lots 1 through 8, Lots 13 through 16 and part of Lots 9 and 10,  
Block 4 of FLORENCE SUBDIVISION, as recorded in Plat Book 6,  
Page 23 of the Public Records of Sarasota County, Florida,  
being more particularly described as follows:

Begin at the Northwest corner of Lot 16 of said Block 4 of  
FLORENCE SUBDIVISION; thence S 89°39'00" E along the North line  
of said Block 4 a distance of 345.30 feet; thence S 46°19'37"  
E, a distance of 14.55 feet to the East line of said Block 4;  
thence S 03°00'00" E a distance of 358.80 feet to the Southeast  
corner of said Block 4; thence S 68°25'00" W along the South  
line of Block 4 a distance of 230.00 feet to the Southwest  
corner of Block 4; thence N 21°27'00" W along the West line of  
Block 4 a distance of 94.00 feet; thence N 67°56'18" E a distance  
of 130.48 feet; thence N 13°40'00" W a distance of 144.00 feet  
to the Southeast corner of Lot 13, Block 4; thence S 78°43'50"  
W a distance of 152.40 feet to the Southwest corner of said  
Lot 13; thence N 21°27'00" W along the West line of afore-  
mentioned Block 4 a distance of 138.21 feet to the P.C. of a  
curve to the right having a central angle of 24°08'00" and a  
radius of 193.00 feet; thence Northeasterly along the arc  
(said West line of Block 4) a distance of 81.16 feet to the  
P.O.B., containing 2.35 acres more or less.

ac 1266 to 1366

1236 N1367

# PLOT PLAN AND SURVEY OF BAYWOOD COLONY GARDEN APARTMENTS A CONDOMINIUM IN SEC. 17, TWP. 37S, RGE 18E, SARASOTA COUNTY, FLORIDA

CONDOMINIUM BOOK 12, PAGE 116  
SHEET 1 OF 2 SHEETS



①  
A=24'-00"-00"  
B=18'-00"  
C=11'-00"  
D=10'-00"

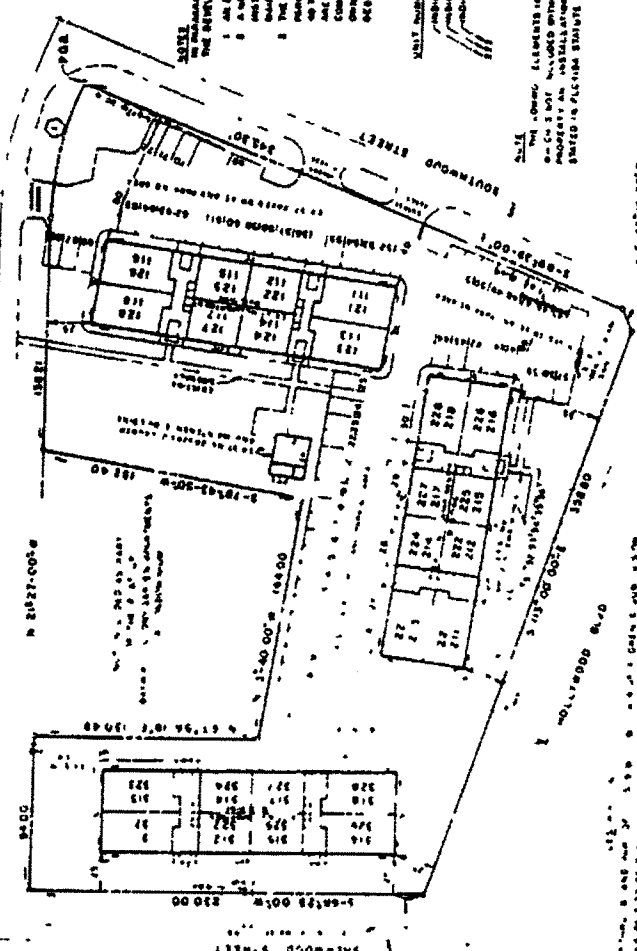
**NOTES**  
1. ALL DIMENSIONS ON THE PLOT PLAN ARE IN FEET AND DECIMALS THEREOF.  
2. THE DEVELOPER HAS RECEIVED THE NECESSARY PERMITS FROM THE CITY OF SARASOTA FOR THE CONSTRUCTION OF THIS CONDOMINIUM.  
3. THE CONSTRUCTION OF THIS CONDOMINIUM SHALL BE IN ACCORDANCE WITH THE CITY OF SARASOTA ZONING ORDINANCES AND THE FLORIDA CONDOMINIUM ACT.  
4. THE CONDOMINIUM SHALL BE SUBJECT TO THE CITY OF SARASOTA'S PLANNING AND ZONING DEPARTMENT'S REVIEW AND APPROVAL.  
5. THE CONDOMINIUM SHALL BE SUBJECT TO THE CITY OF SARASOTA'S PLANNING AND ZONING DEPARTMENT'S REVIEW AND APPROVAL.  
6. THE CONDOMINIUM SHALL BE SUBJECT TO THE CITY OF SARASOTA'S PLANNING AND ZONING DEPARTMENT'S REVIEW AND APPROVAL.

**UNIT NUMBER IDENTIFICATION**  
INDICATES UNIT OR SUITE NUMBER.  
INDICATES UNIT OR SUITE NUMBER.

ALL DIMENSIONS INCLUDE ALL THE CONDOMINIUM PROPERTY  
EXCEPT AS NOTED OTHERWISE. THE CONDOMINIUM PROPERTY  
SHALL BE SUBJECT TO THE CITY OF SARASOTA'S PLANNING AND ZONING DEPARTMENT'S REVIEW AND APPROVAL.

THE CONDOMINIUM SHALL BE SUBJECT TO THE CITY OF SARASOTA'S PLANNING AND ZONING DEPARTMENT'S REVIEW AND APPROVAL.  
THE CONDOMINIUM SHALL BE SUBJECT TO THE CITY OF SARASOTA'S PLANNING AND ZONING DEPARTMENT'S REVIEW AND APPROVAL.  
THE CONDOMINIUM SHALL BE SUBJECT TO THE CITY OF SARASOTA'S PLANNING AND ZONING DEPARTMENT'S REVIEW AND APPROVAL.

1236 N1367



RECORDERS MEMO legibility of writing  
printing for reproductive purpose may be  
in this document when received.

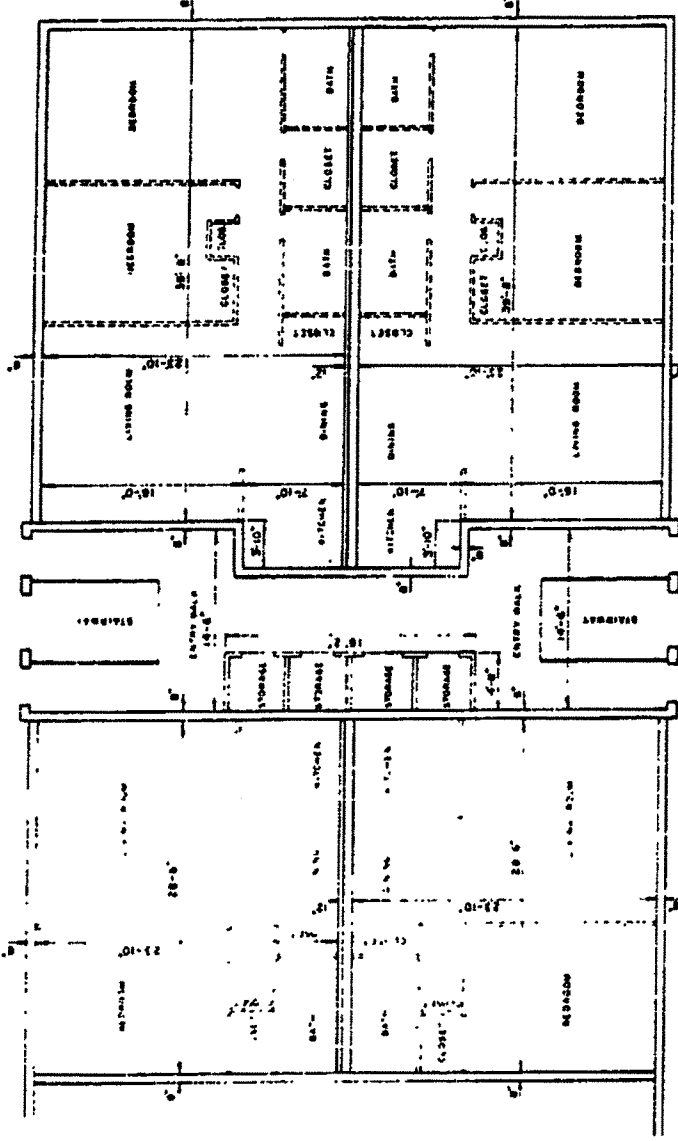
1236 N1367

LC 1236 P. 1368

CONDOMINIUM PLAN 78  
SHEET 2 OF 3 SHEETS

TYPICAL FLOOR PLAN OF  
**BAYWOOD COLONY**  
**GARDEN APARTMENTS**  
A CONDOMINIUM

IN  
SEC. 17, TWP. 37S, RGE. 18 E.  
SARASOTA COUNTY, FLORIDA



LEVEL	UNIT	AREA	PERMITS
FIRST	101	1,100	11.00
FIRST	102	1,100	11.00
FIRST	103	1,100	11.00
FIRST	104	1,100	11.00
SECOND	101	1,100	11.00
SECOND	102	1,100	11.00
SECOND	103	1,100	11.00
SECOND	104	1,100	11.00

TYPICAL FLOOR PLAN, RIGHT SIDE - LEFT SIDE REVERSE  
SCALE 3/8" = 1'-0"

NOTE: THIS FLOOR PLAN IS A REPRESENTATION OF THE GENERAL LAYOUT OF THE CONDOMINIUM AND DOES NOT CONSTITUTE A CONTRACT. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN OF THE CONDOMINIUM AS SHOWN ON THESE PLANS. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN OF THE CONDOMINIUM AS SHOWN ON THESE PLANS. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

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

LC 1236 P. 1368