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This Instrument Prepared By:
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Naples, Florida 34108

DECLARATION OF CONDOMINIUM OF SABAL PALM III AT GRANDEZZA, A CONDOMINIUM

MADE this 14th day of October, 2002, by, Parker Estero One, Inc. a Florida corporation, hereinafter called the "Developer," for itself and its successors, grantees and assigns.

WHEREIN the Developer makes the following declarations:

PLAN OF DEVELOPMENT. Sabal Palm III at Grandezza, a Condominium, is located within a development project known as Grandezza. All of the property located in Grandezza is subject to certain restrictions and regulations as provided in the Declaration of Covenants, Conditions, Restrictions and Easements for Grandezza, recorded in O.R. Book 3321, page 2858, of the Public Records of Lee County, Florida, herein referred to as the "Master Declaration."

The Master Declaration provides that each individual condominium association located in Grandezza shall assess and collect Assessments established by the Grandezza Master Property Owners Association, Inc., herein referred to as the "Master Association," which is a Florida not-for-profit corporation formed for the purpose of enforcing the provisions of the Master Declaration. The Assessments established by the Master Association are used for the improvement, maintenance, enhancement and operation of the Master Association property and to provide services which the Master Association is authorized or required to provide, including, but not limited to, the payment of taxes and insurance on the Master Association property, construction of improvements, repair or replacement of Master Association property, and for such other purpose reasonably related to the carrying out of the authorized functions and purposes of the Master Association. The amount of the Assessments is set by the Board of Directors of the Master Association and the Assessments are allocated among each individual Association located in Grandezza.

Sabal Palm III at Grandezza will share recreational facilities located in the Common Area of Sabal Palm at Grandezza Neighborhood. Also located within the Neighborhood Common Area, but expressly not a part of such Common Area, may be a single-family unit to be owned and conveyed by the neighborhood Declarant.

The Condominium may be developed in 8 Phases pursuant to F.S. 718.403, with Phase 1 consisting of the real property described in Exhibit "A" attached hereto. Exhibit "B" contains the

legal description of the entire Condominium Property if all Phases are submitted to the condominium form of ownership. Phase 1 consists of the Units in the buildings and other improvements as shown and set forth in Exhibit "B" attached hereto. The Units in Phase 1 of this Condominium shall own a fractional undivided interest in the Common Elements of this Condominium as set forth hereinafter in this Declaration. The estimated general size of each Unit in all phases shall be a minimum of 1200 square feet and a maximum of 3,000 square feet. The minimum and maximum number of Units in each Phase shall be 8.

Should the Developer decide, in its sole discretion, to add Phases 2 through 8 to this Condominium, each Phase shall consist of the lands, Units in the buildings and other improvements as shown on Exhibit "B." Included in Exhibit "B" is a proposed survey, plot plan and legal description showing the Condominium if all Phases are developed and added to this Condominium. Exhibit "B" also shows the legal descriptions and surveys of Phases 2 through 8. Each Phase shall contain the number of Units, and each Unit Owner's fractional undivided interest in the Common Elements, Common Expenses and Common Surplus, to be determined as follows:

	Minimum and Maximum No. Units Planned	Interest in Common Elements and Expenses and Surplus as Each Phase is Added
Phase 1	8	1/8
Phase 2	8	1/16
Phase 3	8	1/24
Phase 4	8	1/32
Phase 5	8	1/40
Phase 6	8	1/48
Phase 7	8	1/56
Phase 8	8	1/64

Note: If the Developer submits additional phases, the Developer shall not be obligated to submit same in any particular order. If the Developer submits additional phases non-sequentially, this provision shall be automatically amended to reflect said submittal.

The Unit Owner's individual share in the Common Elements, Expenses and Surplus shall be determined by the following fraction: 1/total number of Units submitted to condominium form of ownership. The Owner's individual share in the Common Elements, Expenses and Surplus are, upon the submission of Phase 1 to this Declaration, 1/8. If Phases 2 through 8 are submitted to the Declaration, the Unit Owner's share shall be recalculated based upon the total number of Units in the Condominium.

Exhibit "B" to this Declaration sets forth the building footprints and general size of each Unit that will be contained in Phase 1 of this Condominium and that may be built by the Developer if Phases 2 through 8 are added to this Condominium. The Developer reserves the

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right, pursuant to F.S. 718.403 and this Declaration, to redesign the buildings, model types and general size of Units within each building and building types in Phases 2 through 8. Any change of the model types, Unit size or building type within a Phase or Phases will not vary the Unit Owner's share in the Common Elements, Surplus or Expenses as determined by the above formula. The Developer may also make non-material changes to the legal description of a Phase.

If Phases 2 through 8 are added to this Condominium, the impact on the Condominium will be to increase the number of Units from 8 Units to a maximum of 64 Units, and the number of persons who will be entitled to use the Common Elements will also be increased accordingly. The further impact will be to increase the Common Expenses; however, the number of Units sharing such costs will be increased as provided for above. Each Owner of a Unit constructed on Phase Land or any part thereof, upon submission of a particular Phase to the Condominium, shall automatically become a Member of the Condominium Association and shall become entitled to all rights, privileges and obligations in connection therewith. If the Developer does not submit the Phase Land or any part thereof to the condominium form of ownership, the relative voting strength in the Condominium Association and the relative undivided share for each Unit shall remain as they were, respectively, upon the recording of this Declaration of Condominium. Time-share estates shall not be created with respect to a Unit on any part of the properties.

Should the Developer, in its sole discretion, decide to construct and add all or a portion of the Units in Phases 2 through 8 to this Condominium, then upon substantial completion of the construction of the improvements, including the condominium building or buildings to be added in said phase, the Developer shall cause a surveyor, authorized to practice in the State of Florida, to prepare a survey of the phase to be added and certify said survey as required by and pursuant to the applicable provisions of F.S. 718. This survey shall be attached to an amendment or amendments to this Declaration, and the same shall be executed solely by the Developer and recorded in the Public Records of Lee County, Florida, together with such other Exhibits relating thereto as the Developer determines, in its sole discretion, are necessary. Pursuant to F.S. 718.403 of the Condominium Act and this Declaration, said amendment or amendments shall not be required to be executed by, nor consented to by the Unit Owners, Condominium Association, nor the Members thereof, nor the owners or holders of any lien encumbering a Condominium Parcel in this Condominium. Developer shall notify each Unit Owner of the decision not to include any additional Phase in the Condominium. Notice shall be given by regular mail addressed to each Owner at the address of his Unit or last-known address.

Nothing contained herein shall be construed as requiring the Developer to construct the additional Units and buildings referred to herein and add the same to this Condominium, but if said Units and condominium buildings are constructed and added to this Condominium in one or more subsequent Phases and amendments, all such construction will be completed, and the condominium buildings and Units added to this Condominium by seven (7) years from the date of recording of this Declaration of Condominium.

1. THE LAND. The Developer owns title in fee simple to certain real property located in Lee County, Florida, as more particularly described in Exhibit "A" attached hereto (the "Land").

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Developer acquired title by Warranty Deed recorded in O.R. Book 3748, page 0102, of the Public Records of Lee County, Florida.

2. SUBMISSION STATEMENT. The Developer hereby submits Phase 1 as described on Exhibit "A" and all improvements erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, located thereon and intended for use in connection therewith, to the condominium form of ownership and use in the manner provided by the Florida Condominium Act as it exists on the date hereof, excluding therefrom all public utility installations, cable television lines, water and sewer lines and other similar equipment owned by the utility or entity furnishing services to the Condominium.

This Condominium and this Declaration shall be subject to the Declaration of Master Covenants, Conditions and Restrictions for Grandezza, and the Articles and By-Laws of the Grandezza Property Owners Association, Inc., all as may be amended from time to time.

3. NAME. The name by which this Condominium shall be identified is Sabal Palm III at Grandezza, a Condominium (the "Condominium").

3.1 Applicability of Declaration of Condominium. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners of Condominium Units. The acquisition of title to a Unit or any interest in the Condominium Property, or the lease, occupancy, or use of any portion of the Condominium Property, shall constitute an acceptance and ratification of all provisions of this Declaration and an agreement to be bound by its terms.

3.2 Construction. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan of condominium ownership.

4. DEFINITIONS. The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes, unless the context otherwise requires. Whenever the singular is used, it shall include the plural, use of the plural shall include the singular, and the use of any gender shall include all genders.

4.1 "Assessment" means a share of the funds required for the payment of Common Expenses, which from time to time is assessed against a Unit or its Owner.

4.2 "Association Property" means all real or personal property owned by the Association or leased by the Association and not part of the Common Elements.

4.3 "Association" means the Sabal Palm III at Grandezza Condominium Association, Inc., a Florida Corporation, not-for-profit, which is the entity responsible for the operation of the Condominium.

4.4 "Board of Directors" or "Board" means the representative body that is responsible for the administration of the Association, and is the same body referred to in the Condominium Act as the "Board of Administration."

4.5 "By-Laws" means the By-Laws of the Association, as they are amended from time to time.

4.6 "Common Elements" means the portions of the Condominium Property not included in the Units as defined in Florida Statute 718.108, including the land, all parts of the improvements which are not included within the Units, all easements, and installments for the furnishing of services to more than one Unit or to the Common Elements, an easement for support in every portion of a Unit which contributes to the support of a building and any other parts of the Condominium Property designated as Common Elements in the Declaration of Condominium or any recorded exhibits thereto.

4.7 "Common Expenses" means all expenses properly incurred by the Association in the performance of its duties, as set forth further in Section 10.1 of this Declaration.

4.8 "Common Surplus" means the amount of all receipts or revenues, including Assessments, rents or profits collected by the Association that exceeds Common Expenses.

4.9 "Condominium Documents" means and includes this Declaration of Condominium for Sabal Palm III at Grandezza, a Condominium, and all recorded exhibits thereto, as amended from time to time.

4.10 "Condominium Parcel" means a Unit, together with the undivided share in the Common Elements that is appurtenant to the Unit.

4.11 "Condominium Property" or "Property" means the lands and personal property subject to the condominium form of ownership, whether or not contiguous and all improvements thereon and all easements and rights appurtenant thereto.

4.12 "Declarant" or "Developer" shall mean and refer to Parker Estero One, Inc. a Florida corporation, its successors and assigns. It shall not include any person or entity who purchases a Condominium Unit from Estero One, Inc., unless such purchaser is specifically assigned some or all rights of Parker Estero One, Inc., by a separately recorded instrument.

4.13 "Family" means two or more persons, each of whom is related to each of the others by blood, marriage, or adoption, or not more than two persons not so related who reside together as a single housekeeping unit.

4.14 "Fixtures" mean those items of tangible personal property which by being physically annexed or constructively affixed to the Unit have become accessory to it and are part and parcel of it, including, but not limited to, interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures. Fixtures do not include wall, floor or ceiling coverings.

4.15 "Guest" means any person who is physically present in, or occupies a Unit at the invitation of the Owner or Occupant without the payment of consideration or rent.

4.16 "Institutional First Mortgagee" shall mean and refer to the holder of a first mortgage against a Unit which holder is a bank, savings and loan association, real estate or

mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, any agency of the United States of America; or any entity recognized in the community as an institutional lender. The mortgage may be placed through and closed in the name of a mortgage broker.

4.17 "Lease" means the grant by a Unit Owner of a temporary right of use of the Owner's Unit for a valuable consideration.

4.18 "Limited Common Elements" means those portions of the Common Elements that are reserved for the use of a particular Unit or Units to the exclusion of all other Units.

4.19 "Master Association" shall mean and refer to the Grandezza Master Property Owners Association, Inc.

4.20 "Master Declaration" shall mean and refer to the Declaration of Covenants, Conditions Restrictions, and Easements for Grandezza recorded in O.R. Book 3321, page 2858, of the Public Records of Lee County, Florida, and any amendments thereto.

4.21 "Member" shall mean and refer to all those Owners who are members of the Association.

4.22 "Neighborhood Association" shall mean and refer to Sabal Palm at GRANDEZZA Neighborhood Association, Inc.

4.23 "Neighborhood Declaration" shall mean and refer to the Declaration of Restrictions for Sabal Palm at Grandezza Neighborhood to be recorded in the Public Records of Lee County, Florida, and any amendments thereto.

4.24 "Neighborhood Representative" shall mean the individual permitted to vote on behalf of and represent the Neighborhood Association on Master Association matters.

4.25 "Occupant" when used in connection with a Unit, means any person who is physically present in a Unit on two or more consecutive days, including staying overnight.

4.26 "Phase Land" means those certain tracts of land located in Lee County, Florida, described in metes and bounds in 8 separate parcels as "Phase 1," "Phase 2," "Phase 3," "Phase 4," "Phase 5," "Phase 6," "Phase 7" and "Phase 8" on Exhibit "B" attached to the Declaration of Condominium of Sabal Palm III at Grandezza, a Condominium. The Phase Land may be added, in whole or in part, to the Condominium Property pursuant to the terms of the Declaration.

4.27 "Phase" means one of 8 separate parcels of land identified as a Phase on Exhibit "B" attached to the Declaration of Condominium of Sabal Palm III at Grandezza, a Condominium, together with all improvements thereon and easements and rights appurtenant thereto.

4.28 "Primary Occupant" shall mean the natural person approved for occupancy when title to the Unit is held in the name of a trustee, a corporation, or other entity which is not a natural person.

4.29 "Survey and Architectural Exhibits" means the Surveyor's Certificate, the legal descriptions of and survey of the Land; graphic descriptions of improvements and plot plans thereof; and floor plans of each type of Unit on the Land, all of which are attached as a part of Exhibit "B" to the Declaration of Condominium of Sabal Palm III at Grandezza, a Condominium, and are incorporated herein by reference, including, without limitation, any amendments thereof.

4.30 "Unit Owner" or "Owner" means the record owner of a fee simple interest in a Condominium Parcel, except that for purposes of interpreting use restrictions related to Condominium Parcels, in cases where a Primary Occupant has been designated for a Condominium Parcel because of its ownership, the word "Owner" refers to the Primary Occupant and not the record owner. The term "Owner" shall not mean or refer to any mortgagee, unless and until any such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

4.31 "Unit" or "Condominium Unit" shall mean and refer to apart of the Condominium Property which is subject to exclusive ownership and subject to the terms and provisions of this Declaration.

5. SURVEY, PLOT PLAN, GRAPHIC DESCRIPTION AND IDENTITY OF UNITS.

5.1 Survey and Architectural Exhibits. The Survey Exhibits attached hereto and made a part of this Declaration include the following in Exhibit "B": plot plan, survey, graphic description, unit floor plans and legal description of the Condominium.

All of the above are hereinafter referred to as the "Survey and Architectural Exhibits."

At the date of recording of this Declaration, Phase 1 shall have been submitted to the condominium form of ownership. Exhibit "B" is in sufficient detail to identify the location, dimensions and size of each Unit and the location of the Common Elements and Limited Common Elements. Accordingly, the Condominium as represented in the Survey and Architectural Exhibits has been certified by a Florida Registered Land Surveyor indicating statutory compliance with Section 718.104(4)(e), Florida Statutes.

Phases 2 through 8 are also set forth in Exhibit "B" and are delineated in sufficient detail to identify the location, dimensions of each building and the location of the Common Elements. Upon the submission of each Phase, an Amendment will be made to this Declaration in accordance with the procedure provided herein, at which time final Survey and Architectural Exhibits as to each Phase will be provided.

5.2 Unit Identification. The Condominium Property consists of the land described in Exhibit "A" attached hereto together with the buildings and other improvements constructed

thereon, which includes the Units, Common Elements and Limited Common Elements. Exhibit "B" to this Declaration sets forth the building floor plans for the different types of Units in the Condominium. Each of the buildings in the Condominium is designated by an identifying number. In each of the buildings there are Units, each one of which is declared to be a Unit, and each Unit is designated by a two-digit identifying number as shown on Exhibit "B."

The aforesaid numbers of each building, together with the two-digit identifying number, shall legally identify that Unit. Each Unit, together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred or encumbered in the same manner as any other parcel of real property, subject only to the provisions of the Condominium Documents and easements, restrictions, reservations and limitations of record.

5.3 Unit Boundaries. Each Unit shall include that part of the building that lies within the following boundaries:

A. Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries.

(1) Upper Boundaries. The upper boundary shall be the unfinished lower surface of the ceiling.

(2) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the Unit.

B. Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished exterior surface of the plasterboard walls bounding the Unit, extended to their planar intersections with each other and with the upper and lower boundaries.

C. Apertures. Where there are apertures in any boundary, including, but not limited to, windows and doors, the Unit boundaries shall extend to the interior unfinished surfaces of such apertures, including all frameworks thereof.

D. Additional Items Included with Units. All of the following items are included with each Unit (some of which items may not necessarily be provided to Owners by the Developer), if such items are wholly or partially located within a Unit and designed and installed to serve only such Unit:

(1) All non-load bearing walls and partitions, doors, door frames, door hardware, and window panes;

(2) All kitchen equipment and fixtures, including without limitation, ovens, refrigerators, freezers, sinks, ranges, cabinets, dishwashers, exhaust fans and waste disposal units;

(3) All bathroom, lavatory and plumbing fixtures and equipment, including, without limitation, sinks, tubs, showers, toilets, vanities, exhaust fans, and medicine cabinets;

(4) All electrical and lighting fixtures, including, without limitation, outlets, switches, lamps, bulbs, outlet boxes, switch boxes, telephone outlets, circuit breakers, and circuit breaker panels;

(5) All clothes washers, clothes dryers, water heaters, heating equipment, and air conditioning equipment, which serve each Unit;

(6) All floor and wall covering, including, without limitation, carpeting, tiling, wallpaper and paint;

(7) All piping, ducts, wiring, cables and conduits of any kind or type serving only the particular Unit.

(8) Each lanai shall be a part of the Unit that it serves. As such, the Unit Owner shall be responsible for maintenance thereof, including but not limited to any floor covering or sealant, screen or screen enclosures.

(9) All windows, including window frames and window glass, screens, or other transparent or translucent material, and all doors, including all hardware, casings and framings therefore, shall be a part of the Unit.

E. Exceptions. As to matters not specifically covered in this Section 5.3, or in any case of conflict or ambiguity, the survey and plot plans set forth on Exhibit "B" hereto shall control in determining the boundaries of a Unit. Provided, however, the definition of Unit and Unit boundaries are to be interpreted as broadly as possible to include items and areas within the Unit. In the case of any ambiguity in these documents or the survey and plot plans set forth in Exhibit "B", the intent is to include such ambiguities within the Unit.

6. CONDOMINIUM UNITS; APPURTENANCES AND USE; RECREATION FACILITIES.

6.1 Ownership of Unit. Each Unit, together with space within it, and together with all appurtenances thereto, for all purposes, constitutes a separate parcel of real property, which may be owned in fee simple and which may be conveyed, transferred and encumbered only as provided in and subject to the provisions of this Declaration and applicable laws.

6.2 Appurtenances to Unit. The ownership of each Unit shall include, and there shall pass as appurtenances thereto, whether or not separately described, all of the right, title and interest of a Unit Owner in the Condominium property which shall include but not be limited to the following:

A. An undivided share of ownership of the Common Elements as defined in Chapter 718.108 of the Florida Statutes and an undivided share in the Common Surplus. The Owner of each Unit will own an undivided interest in the Common Elements and Common

Surplus of the condominium, expressed as the fractional share below, and shall be obligated for an identical fractional share of the Common Expenses. Each Unit's fractional interest in the Common Expenses and fractional share of the Common Expenses is equal. The Unit Owner's individual share of the Common Elements, Expenses and Surplus shall be 1/64.

B. Membership and voting rights in the Association, which shall be acquired and exercised pursuant to the Articles of Incorporation and By-Laws of the Association, attached hereto as Exhibits "C" and "D," respectively.

C. The exclusive right to use the Common Elements and Limited Common Elements as provided for in this Declaration, including the right to transfer such right to other Units or Owners to the extent authorized by this Declaration as originally recorded.

D. Other appurtenances as may be provided in this Declaration and its exhibits.

6.3 Use and Possession. An Owner is entitled to exclusive use and possession of his Unit subject only to the Association's right of access provided in the Condominium Act. He shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but such use may not hinder or encroach upon the lawful rights of other Owners or other persons having rights to use the Condominium Property. No Unit may be divided or any fractional portion sold or otherwise transferred. The use of the Units, Common Elements and Limited Common Elements shall be governed by the Condominium Documents and by the rules and regulations adopted by the Association, through its Board of Directors, in the manner set forth in the By-Laws.

6.4 Recreational Facilities.

A. Condominium Recreational Facilities. There are no recreational facilities in Sabal Palm III at Grandezza, a Condominium.

B. Neighborhood Recreational Facilities. All Unit Owners in the Condominium shall be members of Sabal Palm at Grandezza Neighborhood Association, Inc., which shall own and control recreational facilities. A single-family Unit may be located above the clubhouse in the Neighborhood Common Areas, and will not be a part of those Common Areas. The Neighborhood Recreational Facilities will consist of a swimming pool measuring approximately 35 feet in length, 20 feet in width, and 5 feet in depth, and is designed to accommodate approximately 8 people at one time. The pool will be surrounded by an open deck of approximately 1,800 square feet, which is designed to accommodate approximately 20 people at one time. They will be located adjacent to the pool deck area, men's restroom facilities capable of accommodating 1 person at one time and women's restroom facilities capable of accommodating 1 person at one time. The Neighborhood Recreational Facilities will be completed by December 31, 2002.

C. Mandatory Social Membership. There is a Club Membership associated with the Condominium. Membership in the Club at Grandezza is Mandatory for Unit Owners. Each Unit Owner shall apply for and maintain a social membership in The Club at Grandezza. The rights and privileges of the social membership shall be used as found in the Club

Membership Covenant, as the same may be amended from time to time. A social member shall have the right to utilize the clubhouse facilities and swimming pool, when completed, but shall not have the right to utilize the tennis courts, exercise facilities, golf course or any putting green, driving range or any of the golfing facilities associated therewith. The clubhouse facilities shall consist of not less than 32,000 square feet of space under air conditioning with a swimming pool having minimum dimensions of 30 feet by 60 feet. Florida Development Partners, L.C., a Florida limited liability company, or an affiliate thereof, will own and operate The Club at Grandezza.

7. EASEMENTS.

7.1 Easements. Each of the following easements and easement rights are reserved through the Condominium Property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any of the lands of the Condominium from the Condominium.

A. Utilities. The Association, on its behalf and on behalf of all Owners, shall have the right to grant such electric, gas, or other utility or service or other easements, or relocate any existing easements, or drainage facilities, in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Common Elements or condominium buildings, or any portion thereof, or for the general health or welfare of the Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise. Such easements or the relocation of existing easements may not prevent or unreasonably interfere with the reasonable use of the Units for their intended purposes. The Association, on behalf of itself and all Owners, shall also have the right to transfer title to utility-related equipment, facilities or material to any public utility company or governmental agency which is assuming the obligation to maintain such equipment, facilities or material. In connection with the foregoing, bills of sale may be granted for items of personal property owned or governed by the Association. Furthermore, the Association shall have the authority to take any other action, on behalf of itself and all Owners, to satisfy the requirements of any public utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.

The Association, on behalf of itself and on behalf of all Owners, for all lands now in, or hereinafter added to the Condominium, grants to Sabal Palm at Grandezza Neighborhood Association, Inc., an easement for water and sewer lines across the Association property, as such may exist from time to time, for the purpose of providing water and sewer service to Sabal Palm at Grandezza Neighborhood Association, Inc., and all condominium associations contained within that Neighborhood and to the owners of all condominium and non-condominium units contained within those Neighborhoods. This easement shall include the right of access for the purpose of installation, maintenance and repair of such water and sewer lines.

B. Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional act of the

Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

C. Ingress and Egress. A non-exclusive easement in favor of each Owner and Occupant, their respective Guests and invitees, shall exist for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through, and across such portions of the Common Elements as from time to time may be paved and intended for such purposes, and for purposes of ingress and egress to the public or private ways. None of the easements specified in this subparagraph shall be encumbered by any leasehold or lien other than those on the Condominium Units. Any lien encumbering such easements shall automatically be subordinate to the rights of Owners with respect to such easements.

D. Structural Supports. Each Unit shall have an easement for structural support over every other Unit and portion of the Common Elements supporting such Unit, and each portion of the Common Elements shall have an easement for support over all Units and all portions of the Common Elements supporting such portion of the Common Elements.

E. Future Phases. In the event any Phase Land is not added to the Condominium, a non-exclusive easement for ingress, egress, utilities and irrigation shall exist through the Condominium Property to the owners of the land comprising Phase Land which is not added to the Condominium. The owners of the land comprising Phase Land which is not added to this Condominium shall also have the right to connect to such ingress, egress, utilities and irrigation.

F. Neighborhood Items. A non-exclusive easement in favor of Sabal Palm at Grandezza Neighborhood Association, Inc., for an irrigation pump and all irrigation lines and sprinklers which the Neighborhood Association may locate on Condominium Property, as well as an easement to the Neighborhood Association for entry features, hardscape and walls which may encroach onto the Condominium Property. In addition, the Declarant and Neighborhood Association shall have a non-exclusive and perpetual easement to enter upon, across, above, and under the Property within Sabal Palm at Grandezza, including the Common Areas and any Condominium, at reasonable hours to perform its responsibilities of maintenance, inspection, and repair, including, without limitation, the right to enter upon any Condominium for the purpose of maintenance of the lawns and landscaping the Condominium(s). This easement shall not entitle the holders to construct or install any drainage systems, facilities or utilities over, under, or through any existing residential dwelling Unit, and any damage to a Unit resulting from the exercise of this Easement shall promptly be repaired by and at the expense of the Person exercising this easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry into any Unit shall be made only after the Neighborhood Association has attempted reasonable notice to the Owner or an occupant. The Board shall, upon written request, grant a specific license or easement to a party furnishing any such maintenance or service.

7.2 Restraint Upon Separation and Partition.

A. The undivided share in the Common Elements appurtenant to a Unit shall not be separated from the Unit and shall pass with the title to the Unit, whether or not separately described. No legal action for partition of the Common Elements shall be permitted.

B. The shares in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the Units.

8. LIMITED COMMON ELEMENTS.

8.1 Description of Limited Common Elements. Certain Common Elements have been designated as Limited Common Elements, reserved for the use of a particular Unit or Units, to the exclusion of other Units. The Limited Common Elements and the Units to which their use has been designated are as described herein and as further identified on the attached Survey and Architectural Exhibits. The following Common Elements are hereby designated as Limited Common Elements:

A. Garages. There have been designated on the Survey and Architectural Exhibits certain garages as Limited Common Elements. These garages will be initially assigned to the exclusive use of specific Units by the Developer. Each Unit shall always have the exclusive use of one (1) garage space. Owners shall be responsible for maintaining the interior of their garages under the provisions as contained in Section 11 below.

B. Driveways. Each driveway that serves a garage is a Limited Common Element of that Unit which is served by the garage. The maintenance, repair or replacement of said driveway shall be the responsibility of the Association. However, any extraordinary maintenance or repair of a driveway which is caused by the negligence of the Owner of the Unit which it serves, his lessees, guests or invitees, shall be a charge to that Owner.

C. Air Conditioning and Heating Equipment. All equipment, fixtures and installations located outside of a Unit, which furnish air conditioning or heating exclusively to that Unit, shall be Limited Common Elements, and shall be maintained, repaired and replaced solely at the expense of the Owner of the Unit.

D. Exterior Entry Porches and Exterior Stairways. Any exterior entry porch and exterior stairway attached to and serving exclusively each Unit, but not enclosed by a doorway, shall be a Limited Common Element. The Owner shall be responsible for day-to-day cleaning and care, but all painting and maintenance shall be the responsibility of the Association and shall be a common expense. No entry porch may be carpeted, covered or enclosed in any way without the approval of the Association. The maintenance, repair or replacement and insurance of carpeting shall be the responsibility of the Owner. Day-to-day maintenance of exterior balconies which provide ingress and egress to more than one Unit shall be the responsibility of the Association.

E. Others. Any part of the Common Elements that is connected to or exclusively serves a single Unit, and is specifically required in Section 11 of this Declaration to be maintained, repaired or replaced by or at the expense of the Unit Owner, shall be deemed a Limited Common Element appurtenant to that Unit, whether specifically described above or not.

8.2 Exclusive Use. The exclusive use of a Limited Common Element is appurtenant to the Unit or Units to which it is designated or assigned. The right to such use shall pass with the Unit on transfer, whether or not separately described, and cannot be separated from it.

9. ASSOCIATION. The operation of the Condominium shall be by Sabal Palm III at Grandezza Condominium Association, Inc., a Florida Corporation, not-for-profit, which shall perform its function pursuant to the following:

9.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit "C."

9.2 By-Laws. The By-Laws of the Association shall be the By-Laws attached as Exhibit "D."

9.3 Delegation of Management. The Association may contract for the management and maintenance of the Condominium Property and authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties provided in the Condominium Act. Any management contract entered into by the Association shall be in compliance with the provisions of the Condominium Act.

9.4 Membership and Voting Rights. The membership of the Association shall be comprised of Owners, as further provided herein and in the By-Laws. The Members' voting rights shall be provided for in the By-Laws.

9.5 Acts of the Association. Unless the approval or affirmative vote of the Owners is specifically made necessary by some provision of the Condominium Act or the Condominium Documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors or its designee, without a vote of the Owners. The Officers and Directors of the Association have a fiduciary relationship to the Owners. A Owner does not have the authority to act for the Association by reason of being a Owner.

9.6 Powers and Duties. The powers and duties of the Association include those set forth in the Condominium Act and the Condominium Documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the condominium property.

9.7 Official Records. The Association shall maintain its Official Records as required by law. The records shall be open to inspection by Owners or their authorized representatives at reasonable times, and copies shall be available at reasonable cost to the owner requesting copies. The records shall include, but are not limited to the following:

A. A record of all receipts and expenditures.

B. All financial source documents.

C. An account for each Unit designating the name and current mailing address of the Unit Owner, the amount of each Assessment, the dates and amounts in which Assessments come due, the amounts paid on account, and the balance due.

D. Declaration of Condominium, Articles of Incorporation, By-Laws and Amendments.

E. Rules.

F. Question and Answer Sheet.

9.8 Purchase of Units. The Association has the power to purchase Units in the condominium and to acquire and hold, lease, mortgage, and convey them, subject to the approval of a majority of the Board of Directors.

9.9 Roster. The Association shall maintain a current roster of names and mailing addresses of Unit Owners. A copy of the up-to-date roster shall be made available to each Unit Owner upon request.

9.10 Limitation on Liability. Notwithstanding its duty to maintain and repair the Common Elements and the Association Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or Unit Owners or other persons.

10. ASSESSMENTS AND LIENS. The Association has the power to make and collect Assessments against each Condominium Parcel [as defined in Florida Statute Section 718.103(12)] and Owner in order to provide the necessary funds for proper operation and management of the condominium and for the operation of the Association. The Association has the power to levy and collect Assessments based on the annual budget; to levy special Assessments for non-recurring or unbudgeted Common Expenses; and to impose special charges against any individual Condominium Parcel for any amounts, other than for Common Expenses, which are properly chargeable against such Condominium Parcel under this Declaration or the Association's By-Laws. Assessments will be paid quarterly, in advance, by the Unit Owners. The Association shall collect all Assessments and other sums due the Master Association if required of it by the Master Association. The Association shall remit the Assessments to the Master Association pursuant to such procedures as may be adopted by the Master Association. Assessments shall be levied and payment enforced as provided by law and as follows:

10.1 Common Expenses. Common expenses include all expenses for the operation, maintenance, repair or replacement of the Common Elements and Association Property, the expenses of operating the Association and any other expenses properly incurred by the Association for the Condominium, including any amounts budgeted for the purpose of funding reserve accounts. The cost of water, sewer service and trash removal shall also be a Common Expense. If so required by the Master Association, assessments due the Master Association by the Association shall be a Common Expense of the Association.

10.2 Share of Common Expense. Each Unit Owner shall be liable for its proportional share of the Common Expenses as provided herein, and shall share in the Common Surplus in the same proportion. Said share is equal to the Owner's share in the Common Elements. Such right shall not vest or create in any Owner the right to withdraw or receive distribution of his share of the Common Surplus, except as otherwise provided herein.

10.3 Ownership. Assessments collected by or on behalf of the Association become the property of the Association. No Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit.

10.4 Liability for Assessments. The owner of each Unit, regardless of how title was acquired, is liable for all Assessments or installments thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Section 10.11 below, whenever title to a Unit is transferred for any reason, the grantee is jointly and severally liable with the grantor for all unpaid Assessments against the grantor without prejudice to any right the grantee may have to recover from the grantor any amounts paid by the grantee. Any Lease of a Unit shall be subordinate to any Claim of Lien filed by the Association against the Unit, regardless of whether the Lease was executed before or after the Claim of Lien was recorded.

10.5 No Waiver. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit for which the Assessments are made, or by interruption in the availability of the Unit or the Common Elements for any reason whatsoever. No Owner may be excused from payment of his share of the Common Expenses unless all Owners are likewise proportionately excused from payment, except as provided below as to first mortgagees and the Developer.

10.6 Failure to Pay; Interest. All sums for Assessments and installments thereon not so paid within thirty (30) days from the date said installment is due shall bear interest at the highest rate allowed by law until paid. In addition, the Association may charge an administrative late fee, not to exceed the greater of $25.00 or 5% of each delinquent Assessment installment thereon. All payments on account shall be applied as provided in the By-Laws. Assessments and installments thereon shall become due, and the Owner shall become liable for said assessments and installments, on the date set by the Association for payment.

10.7 Liens. The Association has a lien on each Condominium Parcel securing payment of any unpaid Assessments, including interest and reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien is perfected upon recording a Claim of Lien in the Public Records of Lee County, Florida, stating the legal description of the Condominium Unit, the name of the record Owner, the name and address of the Association, the amount due and due dates. The lien shall be in effect for one year after the claim of lien has been recorded, unless within the one-year period, the lien is released, or an action to enforce the lien is commenced in a court of competent jurisdiction. The Claim of Lien secures payment of all Assessments which are due until the entry of a judgment of foreclosure. A Claim of Lien must be signed and acknowledged by an officer, agent or attorney of the Association. Upon full payment, the person making the payment is entitled to a satisfaction of the lien as provided in Chapter 718, Florida Statutes.

10.8 Priority of Lien. The Association's Claim of Lien for unpaid Assessments shall be effective as of the date of recording of the Declaration of Condominium. The Association's Claim of Lien for unpaid Assessments is limited by the rights of a first mortgagee as set forth in Section 10.11 of this Declaration. Any lease of a Unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed.

10.9 Foreclosure. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner provided in the Condominium Act and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid Assessments. If a Unit is rented during the pendency of a foreclosure proceeding by the Association, the Association may apply to the court to have a receiver appointed to collect the rent and the expenses of the receiver will be paid by the party which does not prevail in the foreclosure action.

10.10 Transfer of Ownership of Foreclosed Unit. If a foreclosure action is brought against the Owner of a Condominium Unit and the interest of the Owner in the Condominium Unit is sold, the Condominium Owner's Membership shall be canceled, and Membership shall be issued to the purchaser at the foreclosure sale.

10.11 Mortgage Foreclosure. Except as otherwise provided by law, a first mortgagee who acquires title to the Unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid Assessments that became due prior to the mortgagee's receipt of the deed. However, in no event shall the mortgagee be liable for more than six (6) months of the Unit's unpaid Common Expenses or Assessments accrued before the acquisition of the title to the Unit by the mortgagee or one percent (1%) of the original mortgage debt, whichever amount is less. The unpaid share of Common Expenses or Assessments is a Common Expense collectible from all of the Owners, including such acquirer and his successors and assigns. No Owner may be excused from the payment of any Assessments coming due during the period of such ownership, whether or not such Owner's Unit is occupied or such Owner fails to use any portion of the Common Elements.

10.12 Certificate as to Assessments. Within fifteen (15) days after request by an Owner or Unit mortgagee, the Association shall provide a certificate stating all Assessments and other monies owed to the Association by the Owner with respect to the Condominium Parcel. Any person other than the owner who relies upon such certificate shall be protected thereby.

11. MAINTENANCE; LIMITATION UPON ALTERATION AND IMPROVEMENT. Responsibility for the maintenance of the Condominium Property and restrictions on its alteration and improvements shall be as follows:

11.1 Units.

A. By the Association. The Association shall maintain, repair and replace at the Association's expense the portions of any Unit that contribute to the support of the buildings, including but not limited to perimeter walls, columns, roofs, floors, wiring, piping, duct work and other mechanical or electrical or other installations or equipment serving the Common

Elements or more than one Unit. However, if any such maintenance, repair or replacement shall be made necessary because of a negligent act or omission of an Owner, his Family, lessees, invitees or Guests, then the work shall be done by the Association at the expense of the Owner. All incidental damage caused to a Unit by work done or ordered by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the Unit as nearly as practical to its condition before the damage.

B. By the Owner. The responsibilities of an Owner shall be as follows:

(1) Each Owner shall be responsible, at his own expense, for all maintenance, repairs, and replacements of and within his own Unit, and of such portions of the heating and air conditioning equipment and other facilities or fixtures as are located or contained entirely within his own Unit or which service only his Unit; provided, however, that any insurance proceeds payable to the Association with respect to loss or damage to the fixtures within the Unit which are covered by the Association's insurance provided for in this Declaration, and which loss would otherwise be borne by the Owner, shall be paid to such Owner, less any deductible required by the insurance policy. Each Owner shall be responsible for all maintenance and decorating within his own Unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating. Each Owner shall be responsible for maintenance of all windows, including window frames, window glass, screens, or other transparent or translucent materials, and all doors, including all hardware, casings, and framings therefore. This maintenance shall include ensuring that all such windows and doors remain waterproof and weather tight. No Owner may make any additions to the Common Elements or Limited Common Elements or do anything which would adversely affect the safety or soundness of the Common Elements or Limited Common Elements, or any portion of the Condominium which is to be maintained by the Association.

(2) No Owner shall paint, decorate or change the appearance of any exterior portion of the building, the Limited Common Elements or the Common Elements, unless the prior written consent of the Association is first obtained.

(3) No Owner shall change the appearance of any portion of their Unit which is visible from the Common Elements or from other Units without the prior written consent of the Association.

(4) Where a Limited Common Element consists of a garage, the Unit Owner who has the right to the exclusive use of said garage shall be responsible for the maintenance, care and preservation of the paint and interior surfaces, including walls, floor and ceiling, windows, garage doors and wiring, electrical outlets and fixtures contained within said interior, if any, and the replacement of light bulbs, if any.

(5) An Owner may not make any alterations to his Unit which would add to or remove any portion of the Common Elements or Limited Common Elements without prior approval of the Association, nor do anything which would adversely affect the safety or soundness of any portion of the Condominium Property.

11.2 Common Elements. The maintenance, repair and replacement of the Common Elements is the responsibility of the Association and is a Common Expense. All Limited Common Elements not elsewhere required to be maintained by an Owner shall also be maintained by the Association. Except as otherwise provided herein, there shall be no material alteration of, nor substantial additions to, the Common Elements without prior approval by not less than two-thirds (2/3) of all Owners. No Owner consent or vote is required for work required to be done by the Association in order to perform its duties to repair or replace the Common Elements, even if such repair or replacement also constitutes a material alteration of or substantial addition to the Common Elements. Owners shall be responsible for the costs of maintenance or repair of the Limited Common Elements or Common Elements which are caused by their negligence or willful misconduct, or that of their Family, Guests, agents or lessees. Notwithstanding the foregoing, the Association may assign any or all of its maintenance, repair and replacement responsibilities hereunder to the Neighborhood Association pursuant to the terms of the Neighborhood Declaration. The Neighborhood Association may accept any or all of such maintenance, repair or replacement responsibilities in its sole and absolute discretion.

Irrigation and Sprinkler System. Routine maintenance and/or repair of the irrigation and sprinkler system shall be the responsibility of the Association and a Common Expense. Extraordinary maintenance and/or repair of the irrigation and sprinkler system, including, but not limited to, maintenance and/or repair of any irrigation pump which the Neighborhood Association may locate on the Condominium Property, shall be the responsibility of the Neighborhood Association. The Neighborhood Association may elect to take over responsibility for maintenance, repair, and replacement of the irrigation and sprinkler system. If the Neighborhood Association so elects, it will notify the Association in writing.

11.3 Alterations and Additions to Common Elements and Association Property By Association. The protection, maintenance, repair and replacement of the Common Elements and Association property is the responsibility of the Association and the cost is a Common Expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the Common Elements or Association Property without prior approval of at least two-thirds (2/3) of the voting interests. However, no prior Owner approval is required for work reasonably necessary to protect, insure, maintain, repair or replace the Common Elements, even if such work constitutes a material alteration or substantial addition to the Common Elements.

11.4 Enforcement of Maintenance. If an Owner fails to maintain his Unit or its appurtenant Limited Common Elements as required above, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation. The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit. Any expenses so incurred by the Association shall be charged against the Owner, together with a ten percent (10%) administration fee for the work performed and reasonable attorneys' fees and other expenses of enforcement.

11.5 Negligence; Damage Caused by Condition Within Unit. Each Owner shall be personally liable for the expenses of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his Family or his Guests, employees, agents, or lessees, but, unless the negligence is of such character as to evidence gross recklessness or

willful or wanton disregard for life or property, the Owner shall be liable only to the extent that such expense is not met by the proceeds of insurance carried by the Association. If any condition, defect or malfunction existing within a Unit, whether caused by the Owner's negligence or otherwise, shall cause damage to the Common Elements or to other Units, the Owner of the offending Unit shall be liable to the persons or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance.

11.6 Maintenance and Appearance. Each Member shall maintain his Unit and all fixtures and appliances located therein in good condition and repair at all times. No glass, screen, curtain, blind, shutters or awning may be installed on any porch or terrace without prior written approval by the Board of Directors. Each Owner is prohibited from painting or otherwise decorating or changing the appearance of any portion of the exterior of his Unit or the building except with prior written approval of the Board of Directors. All curtains, blinds, shades or other window coverings in the Unit shall be of such material, construction and installation that the only color visible from outside the Unit is white or a nearly white neutral color.

11.7 Floor Covering. Unless another type of floor covering is installed in a Unit by the Developer, the floors of Units located above the ground floor shall be covered with wall-to-wall carpeting. The Developer shall have the absolute right, in its sole discretion and without Board approval, to install wood, ceramic tile, or other types of non-resilient floor coverings in any portion of any Unit. If prior written approval is obtained from the Board, an Owner may install other types of non-resilient floor coverings with acoustically acceptable underlayment material. Non-resilient floor coverings may be installed in bathrooms without the use of acoustical underlayment.

11.8 Association Access to Units. The Association has the irrevocable right of access to the Units during reasonable hours, when necessary, for the maintenance, repair or replacement of any Common Element or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit. Further, the Association has the irrevocable right of access to the Units for maintenance, repair or replacement of any part of the Unit which is to be maintained by the Association under this Declaration. The Association's right of access includes, without limitation, entry for purposes of pest control, in the event the Association decides to provide pest control service, and preventative maintenance of safety equipment such as smoke alarms. The exercise of the Association's access rights shall be accomplished with due respect for the Owner's rights to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the Owner's property. The Association shall retain a passkey to all Units. No Owner shall alter any lock, nor install a new lock which prevents access when the Unit is unoccupied, without notifying the Board of Directors in writing and providing the Association with a key.

12. USE RESTRICTIONS. In addition to other obligations and duties heretofore set out in this Declaration, the Master Declaration, or the Neighborhood Declaration, every Owner or Occupant of a Unit shall abide by the following use restrictions and any rules and regulations adopted by the Association which are not inconsistent with the provisions set forth hercin.

THERE ARE NO RESTRICTIONS ON CHILDREN RESIDING IN THE CONDOMINIUM.

12.1 Each Unit shall be used only for the purpose of a residence in which there shall not be more than six (6) persons continuously residing, excluding visitors and guests. No commercial activity or professional business shall be permitted in any Unit without the prior consent of the Association. Provided, however, the Developer may utilize any Unit and the Condominium Property for commercial activity as permitted elsewhere in this Declaration.

12.2 Except as set forth below, only conventional passenger automobiles and motorcycles may be parked in any parking area and only if the vehicle has a current license tag affixed to it. A "conventional passenger automobile" shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback, convertible, station wagon, pick-up truck, mini-van or sport utility vehicle, provided they are in a condition substantially similar to that which existed when they were sold by the manufacturer, and specifically excluding vehicles that have been modified by increasing their height, off-road tires, roll bars and the like. Motor vehicles designed or used principally for the carriage of goods, including a motor vehicle to which has been added a cabinet box, platform, rack or other equipment for the purpose of carrying goods other than the personal effects of the passenger, and specifically including all boats, campers, recreational vehicles (vehicles having either kitchen or bathroom facilities), trailers, motor homes, mobile homes, any and all other vehicles other than the aforedescribed conventional passenger automobiles, shall be prohibited from parking on the Condominium Property.

12.3 Notwithstanding the foregoing parking limitations, service vehicles may be temporarily parked in parking areas during the time they are actually servicing a Unit, but in no event overnight, and boats, trailers, trucks, commercial and recreational vehicles, and other prohibited vehicles may be temporarily parked in a parking area when they are being actively loaded or unloaded. No vehicle belonging to any Owner or to a member of the family of an Owner, or Guest, tenant or employee of an Owner shall be parked in such manner as to impede or prevent access to another Owner's parking space. The Owner, their employees, servants, agents, visitors, licensees and the Owner's families will obey parking regulations posted at the private streets, parking areas and drives and any other traffic regulations which may be promulgated in the future for safety, comfort and convenience of the Owners. No vehicle which cannot operate on its own power shall remain within the Properties for more than twenty-four (24) hours, and no repair of vehicles shall be made within the Properties.

12.4 Guests only are allowed to park in visitors' spaces. Anyone with more than two (2) vehicles must park the additional vehicle in the unassigned parking spaces located on the Properties. No parking is permissible on the grass, common ground or streets at any time, other than service vehicles, and then only if necessary to service a Unit within the Properties. Any and all vehicles parked or stored on the Property which do not comply with the foregoing parking regulations shall be deemed "improperly parked vehicles" and are subject to towing by the Association at the vehicle owner's expense, at anytime after two (2) hours have elapsed from when the owner of the vehicle has been notified of the improper parking. Each Owner agrees to notify all Guests of the regulations regarding parking and to require Guests to abide by such parking regulations.

12.5 All vehicles shall be parked only in the parking spaces so designated for that purpose. No parking of commercial trucks of any nature or similar commercial vehicles shall be

permitted for a period of more than four (4) hours, except temporarily during periods for purposes of actual construction or repair of a structure, moving in and out, and for moving or transferring furniture, or for grounds maintenance. No commercial truck, commercial van, or other commercial vehicle, and no recreation vehicle, shall be permitted to be parked overnight. Notwithstanding the foregoing, vans equipped for personal passenger use shall be permitted, even if such vans are not kept fully enclosed inside a structure.

12.6 Any vehicle prohibited under this section may be removed by the Association at the expense of the Unit Owner owning and/or responsible for the same, for storage or public or private sale, at the election of the Association, and the Unit Owner owning and/or responsible for the same shall have no right of recourse against the Association therefor.

12.7 Each Owner shall maintain his Unit in good condition and repair, including all internal surfaces within or surrounding his Unit, and each Unit Owner shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately to his Unit. Landscaped and grassed areas shall be used only for the purposes intended. No articles belonging to Unit Owners or residents shall be kept in such areas, temporarily or otherwise.

12.8 Each Unit Owner shall maintain his Unit in a clean and sanitary manner.

12.9 No Owner or resident of a Unit may make or permit any disturbing noises, as determined by the Board of Directors, in the building or on the Condominium Property, whether made by himself, his or her family, friends, guests, pets or employees, nor may he do or permit to be done anything by such persons that would interfere with the rights, comforts or other conveniences of other residents. No person may play or suffer to be played any musical instrument, stereo, phonograph, radio or television set in his Unit, or on or about the Condominium Property, if the same shall in any manner disturb or annoy the other residents or Owners of the Condominium Property.

12.10 Each Owner may identify his Unit by a nameplate of a type and size approved by the Association and mounted in a place and manner so approved. All mailboxes shall be approved by the Association prior to installation. No newspaper tubes or driveway reflectors shall be installed.

12.11 No signs, advertising or notices of any kind or type whatsoever, including, but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on any Unit, Common Element or Limited Common Element, nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any Unit, without the prior written approval of the Board of Directors, except that the Developer can post such signs until all of the Units owned by it are sold.

12.12 All damage to the Condominium Property caused by the moving and/or carrying of articles therein shall be paid by the Owner or person in charge of such articles. The Association may require the Owner to deposit funds with the Association as security for any damages caused by moving and/or carrying articles therein.

12.13 Soliciting is strictly forbidden. Owners should notify the Association if a solicitor appears, and appropriate action will be taken.

12.14 No Owner or resident of a Unit shall permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit, the Limited Common Elements, if any, or the Common Elements, or which will obstruct the rights or interfere with the right of other Owners or residents, or annoy them by unreasonable noises or otherwise, nor shall an Owner of a Unit commit or permit any nuisances, immoral or illegal act in a Unit, the Limited Common Elements, if any, or on the Common Elements. No screened lanai, terrace or entry porch may be carpeted, covered or enclosed in any way without the approval of the Association.

12.15 Each Owner or resident shall conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the Unit, Limited Common Elements and Common Elements, which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using the Unit Owner's property by, through or under him do likewise.

12.16 Each Owner or resident shall allow the Association or its authorized agent to enter any Unit and the improvements thereon during reasonable hours when necessary for the maintenance, repair and/or replacement of any Common Elements, which include Limited Common Elements, or for making emergency repairs which are necessary to prevent damage to the Common Elements, which include the Limited Common Elements, or to another Unit or Units.

12.17 Owners or residents shall make no repairs to any plumbing or electrical wiring within a Unit, except by a plumber or electrician licensed in Lee County, Florida.

12.18 Owners shall not alter, modify nor change the Condominium Units without the prior written approval of the Board of Directors. No Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the buildings (including, but not limited to, awnings, signs, storm shutters, screens, furniture, fixtures and equipment), nor plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Association. No screened lanai, terrace or entry porch may be carpeted, covered or enclosed in any way without the approval of the Association. Notwithstanding the foregoing, no provisions of this Declaration shall prevent an Owner from respectfully displaying a United States flag in accordance with Florida Statutes 718.113(4).

12.19 Any change to the exterior lighting of a Unit must be approved in writing by the Board of Directors.

12.20 Pets and Animals.

A. In order to keep a pet on the premises, prior approval of the Board of Directors must be obtained. Pets of Owners or Occupants shall be limited to no more than two (2) dogs and cats in the aggregate, small birds to be kept in a bird cage and tropical fish to be kept in an aquarium.

B. All dogs and cats shall be contained in the Owner's Unit, and when not within the Unit, must be kept on a leash and not allowed to run free. Further, all pet owners are responsible for cleaning up and removing any waste made by their pets on the Condominium

Property. The Board of Directors can withdraw the written approval as to pets referred to above at any time, in its sole discretion, when the pet becomes a nuisance, or the Owner does not abide by the Rules and Regulations established by the Board of Directors of the Association pertaining to pets. All such animals shall be licensed by the appropriate state or local authorities.

C. No horses, cows, goats, chickens, pigeons or any other such animals, fowl or reptiles shall be kept on any of the Properties.

D. Commercial activities involving pets are not allowed.

12.21 No ceramic tiles or wood floors which are not installed by the Developer may be installed in a Unit unless the Board of Directors has approved the plan for providing adequate noise insulation.

12.22 No Owner shall change, modify or alter the floor covering on the lanais installed by the Developer without the prior written approval of the Board, including, but not limited to, the placement of any soft or water absorbing materials on the lanais.

12.23 Personal property of Unit Owners, including bicycles and similar items, shall be kept in the Units or storage areas for the Unit, except when in use.

12.24 No Owner shall cook or barbecue on his or her lanai or terrace area, except for the use of Developer-installed cooking equipment which is properly vented. All other cooking and barbecuing may only be done in designated areas determined by the Association.

12.25 No Owner may enclose his or her lanai or terrace area.

12.26 All window coverings shall be lined with white or off-white lining on the side exposed to the public, unless otherwise approved by the Board of Directors.

12.27 All garage doors shall remain closed at all times, unless vehicles or people are entering or exiting the garage.

12.28 Rules for Decorators, Contractors and Subcontractors.

A. The Owner must preregister all Unit improvements with the property manager, giving the name, address, telephone number and fax number of the Unit Owner's representative who will be overseeing all work being done in a Unit, whether it be the interior decorator, the general contractor or the Unit Owner.

B. Prior to commencing any work, the Unit Owner's representative must submit to the property manager a list of names, addresses and telephone numbers of all contractors and subcontractors who will be working in the Unit, together with a schedule of their work.

C. The contractor and all subcontractors must have Type "B" licenses in Lee County, and submit proof of same for the property manager's file.

D. Prior to authorization for access, the contractor and all subcontractors must produce a certificate of insurance of general liability of not less than $250,000.00 per occurrence and not less than $500,000.00 in the aggregate, and provide proof of worker's compensation coverage for the property manager's file.

E. Work hours are between 8:00 a.m. and 5:00 p.m., Monday through Saturday.

F. All workers must park their vehicles in designated parking areas. No parking is allowed in front of community mailboxes or driveways other than the driveway of the Unit being worked on.

G. All trash and debris shall be hauled away by workers on a daily basis, unless a dumpster is specifically designated for the construction debris.

H. Grout, paint, wall mud or any other material may not be poured down building drains, sinks, toilets, bathtubs, storm drains or gutters.

I. All breaks and lunches, if taken on site, shall be confined to the Owner's Unit. No radios or construction noise which is audible beyond the Owner's Unit is allowed.

J. Access to a Condominium Unit must be coordinated through the Unit Owner.

K. Unit smoke alarms must be left in place. They are to be properly protected during any interior finish work which generates heavy airborne particles, including sanding and painting.

L. Workers are not permitted to wander around other areas of the condominium property other than the specific area or Unit on which they are working.

The Association has the right to establish additional rules and regulations governing the conduct of all residents and also the use of the Units, Limited Common Elements and Common Elements, as long as such additional rules and regulations are not inconsistent with the terms and conditions of this Declaration. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 12 for good cause shown.

12.29 Indigenous Areas. Certain areas within the Property have been identified by the Master Declarant as "Indigenous Areas." Such Indigenous Areas shall not be removed nor disturbed and shall be maintained by the Neighborhood Association.

13. THE CLUB AT GRANDEZZA.

13.1 Ownership. Master Declarant, or an affiliate thereof, will own and operate the club property ("Club Property"), to be known as The Club at Grandezza ("The Club"). The Club Property shall not be a part of the Common Areas of the Neighborhood Association nor Master

Association unless Master Declarant shall specifically so state by written document recorded in the public records of Lee County, Florida. The Club Property may be improved by a golf course, tennis courts, and other recreational facilities traditionally located on country club properties. Master Declarant, or its affiliate, may establish the Club Property as either a private, semi-private, or public facility, as Master Declarant, or its affiliate, may elect in its sole and absolute discretion; in addition, Master Declarant, or its affiliate, successors and assigns, may later convert any public facility to a private or semi-private facility, without the consent of the Master Association, any Neighborhood Association or any Owner.

13.2 No Voting or Equity Interest. Each Owner acknowledges and agrees by accepting title to a Unit, that no Owner shall have any equity or other interest in and to the Club Property, except as a social member, subject to the membership documents of The Club on the terms and provisions thereof, nor shall any Owner have any ownership, management, voting or other interest in and to the Club Property.

OWNERSHIP OF A UNIT IN SABAL PALM III AT GRANDEZZA DOES NOT ENTITLE AN OWNER TO ANY RIGHTS OF USE IN ANY GOLF COURSE THAT MAY BE CONSTRUCTED ON THE CLUB PROPERTY.

FOR FURTHER INFORMATION REGARDING MEMBERSHIP RIGHTS, DUTIES, AND OBLIGATIONS PERTAINING TO THE CLUB AT GRANDEZZA, SEE ARTICLE XV OF THE MASTER DECLARATION.

13.3 Golf Course Maintenance Easement. Every Condominium and Common Area is burdened with an easement in favor of the owner of The Club to utilize portions of the Condominium and Common Areas to maintain portions of the golf course, provided such easement shall be exercised in a manner which does not interfere with the use or enjoyment of the Condominium or Common Area for its primary purpose and that such use by the owner of The Club will not damage landscaping or other improvements on the particular Condominium or Common Area.

13.4 Assumption of Risk and Indemnification. Each Owner, by purchase of a Unit within the vicinity of the Club Property, hereby expressly assumes the risk of noise, personal injury or property damage caused by maintenance and operation of the Club Property, including, without limitation; (a) noise from maintenance equipment, it being specifically understood that such maintenance typically takes place around sunrise or sunset, (b) noise caused by golfers, (c) use of pesticides, herbicides, fertilizers and effluent irrigation, (d) view restrictions caused by planting and maturation of trees, shrubbery and golf course features, such as berms (whether planted or installed prior to an Owner's occupancy of a Unit or substantially planted or installed) (e) view restrictions caused by the relocation or redesigning of greens, bunkers and tees, (f) reduction of privacy caused by golf traffic on the golf course or golf cart paths or the removal of pruning of shrubbery of trees on the Club Property, (g) errant golf balls and golf clubs, and (h) design of Club Property. In addition, neither the Declarant, Master Declarant, Master Association, Neighborhood Association, the owner of The Club nor any other entity owning or managing the golf course shall be liable to an Owner or any other Person claiming any loss or damage, including without limitation indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment or any alleged wrong or

entitlement to remedy based upon, due to, arising from or otherwise relating to the proximity of the Owner's Unit to the Club Property, including, without limitation, any claim arising in whole or in part for the negligence of the Declarant, Master Declarant, Master Association, Neighborhood Association, the owner of The Club, or any other entity owning or managing the golf course. Each Owner hereby agrees to indemnify and hold harmless the Master Declarant, Declarant, Master Association, Neighborhood Association, and owner of The Club, or any other entity owning or managing the golf course against any and all claims by Owners, visitors, tenants, or other licensees or invitees of Owner.

13.5 Easement for Golf Balls. The Properties are burdened with an easement permitting golf balls hit from the Club Property to encroach upon the Property and for golfers at reasonable times and in reasonable manner to come upon the exterior portions of the Property to retrieve errant golf balls; provided, however, if all or any portion of the Property is fenced, walled or enclosed with screening, the golfer shall seek the Owners or occupant's permission before entry. All Owners, by acceptance and delivery of a deed to any portion of the Property, assume all risks associated with errant golf balls, and all Owners agree and covenant not to make any claim to or any action whatsoever against the Declarant, Master Declarant, Master Association, Neighborhood Association, or owner of The Club, the golf course designer, any builder, or any other party other than the golfer who caused the property damage or personal injury, arising or resulting from any errant golf balls or golf clubs, any property damage or personal injury caused thereby, or for negligent design of the golf course, or sighting of the particular Unit. Nothing in this section shall in any way relieve golfers from liability for damages resulting from errant golf balls.

14. TRANSFER OF OWNERSHIP OF UNITS. There are no restrictions on the transfer of ownership of Units. However, the new Owner shall provide the Association with the name, address and telephone number of the new Owner within ten (10) days after taking title to the Unit.

15. LEASING OF UNITS. No Condominium Unit shall be leased for a period of less than thirty (30) days, nor shall any Condominium Unit be leased without the prior written approval of the Board, which approval is subject to the Board's sole and absolute discretion, nor shall any Condominium Unit be used or sold on a "time-share basis." There may be a $50.00 review fee paid to the Association for review of each proposed lease at the discretion of the Board. The Board may, by regulation, impose further restrictions upon the number of guests, frequency of visits and length of leases in the case of leased Units.

16. INSURANCE. In order to adequately protect the Association and the Common Elements, insurance shall be carried and kept in force at all times in accordance with the following provisions:

16.1 Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force at all times the insurance coverage which it is required to carry, and may obtain and keep in force any or all of such other or additional insurance coverage as it is authorized to carry. The name of the insured shall be the Association or, in the discretion of the Board an insurance trustee, individually and as agent for the Association and for the Owners without naming them, and their mortgagees.

16.2 Required Coverage. The Association shall maintain property and liability insurance covering all of the buildings and other insurable improvements within the Condominium Property and the Association Property, including Common and Limited Common Elements, such insurance to afford the following protection:

A. Property Damage. Loss or damage by fire, extended coverage (including Windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

B. Flood Insurance. If required by law, the maximum amount available from time to time as underwritten and insured by the federal, state or local government.

C. Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as shall be required by the Board with cross liability endorsement to cover liabilities of the Owners as a group to an Owner.

D. Automobile. Automobile liability for bodily injury and property damage for all owned and/or non-owned motor vehicles in such limits of protection and with such coverage as shall be required by the Board.

E. Worker's Compensation. If required by law, the Association shall maintain Worker's Compensation insurance on at least a minimum premium basis.

F. Fidelity Bond. The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association. The amount of the bond shall be based upon the maximum funds that will be in the custody of the Association or its management agent at any one time, pursuant to Section 718.111(11)(d), Florida Statutes.

16.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the Owners as Common Expenses.

16.4 Optional Coverage. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine from time to time to be in the best interest of the Association and Owners. Owners are encouraged to procure insurance on their own Units, however, any insurance obtained by Owners must contain waivers of subrogation and may not affect the coverage under Association policies.

16.5 Description of Coverage. A detailed summary of the coverage included in the master policies shall be available for each Owner. The master policies shall be available for inspection by Owners upon request.

16.6 Waiver of Subrogation. If available and where applicable, the Board shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against Owners, the Association, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

16.7 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Owners and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid and hold and disburse the same in trust for the purposes stated herein and for the benefit of the Owners and their respective mortgagees in the following shares:

A. Common Elements. Proceeds on account of damage to Common Elements shall be held in as many undivided shares as there are Units, the shares of each Owner being the same as his share in the Common Elements.

B. Units. Proceeds on account of Units or contents of Units shall be held in the following undivided shares:

(1) Partial Destruction, When the Buildings are to be Restored. For the Owners of damaged Units, in proportion to the cost of repairing the damage suffered by each Owner less the deductible.

(2) Total Destruction of the Buildings, or When the Buildings are not to be Restored. For owners of all Units, each Owner's share being in proportion to his share in the Common Elements.

(3) Mortgagee. If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against Units, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of improvements or if the Condominium is being terminated. No mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

16.8 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Owners in the following manner:

A. Cost of Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be distributed to the beneficial Owners, remittances to an Owner and his mortgagees being paid jointly to them. This is a covenant for the benefit of mortgagees and may be enforced by them.

B. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the Owners (remittances to Owners and their mortgagees being payable jointly to them). This is a covenant for the benefit of mortgagees and may be enforced by such mortgagees.

C. Certificate. In making distributions to Owners and their mortgagees, the Association may rely upon a certificate of an abstract attorney or title company as to the names of the Owners and mortgagees.

16.9 Association as Agent. The Association is hereby irrevocably appointed agent for each Owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Condominium Property.

17. RECONSTRUCTION OR REPAIR AFTER CASUALTY. If any part of the Condominium Property is damaged by casualty, whether it shall be reconstructed or repaired shall be determined in the following manner:

17.1 Damage to Units Only, Not Common Elements. Where loss or damage occurs to a Unit without damage to the Common Elements, the insurance proceeds, less the deductible (which shall be paid by the Owner) shall be distributed to the Owner (remittances to Owners and their mortgagees being payable jointly to them). This is a covenant for the benefit of mortgagees and may be enforced by such mortgagees.

17.2 Damage to Common Elements - Less than "Very Substantial." Where loss or damage occurs to the Common Elements, or to any Unit and the Common Elements, but the loss is less than "very substantial," as hereinafter defined, it shall be mandatory for the Association and the Owners to repair, restore, and rebuild the damage caused by the loss, and the following procedures shall apply:

A. The Board shall promptly obtain at least three (3) reliable and detailed estimates of the cost of repair and restoration.

B. The Board shall have the obligation to promptly negotiate and contract for the repair and restoration of the premises.

C. If the net proceeds of insurance appear to be, or are, insufficient to pay for the cost of restoration and repair, the Association shall promptly levy a special Assessment against all Owners in proportion to their shares in the Common Elements for any deficiency. Such special Assessments need not be approved by the Owners. The special Assessments shall be added to the proceeds available for repair and restoration of the property.

17.3 "Very Substantial" Damage. As used in this Declaration, the term "very substantial" damage shall mean loss or damage whereby three fourths (3/4) or more of the total Units are rendered uninhabitable. Should such "very substantial" damage occur, then:

A. The Board shall promptly obtain at least three (3) reliable and detailed estimates of the cost of repair and restoration.

B. A membership meeting shall be called by the Board to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to rebuilding or abandonment of the Condominium Project, subject to the following:

(1) If the net insurance proceeds available for restoration and repair are sufficient to cover at least 90% of the estimated cost thereof, then the Condominium Property shall be restored or repaired unless two-thirds (2/3) of the Owners vote for abandonment, or unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general type of Units, in which case the Condominium shall be terminated.

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(2) If the net insurance proceeds available for restoration and repair are not sufficient to cover 90% of the estimated cost thereof, and a substantial special Assessment will be required, then unless two-thirds (2/3) of the Owners vote in favor of such special Assessment and against termination of the Condominium, it shall be terminated and the property removed from the provisions of the Condominium Act. If two-thirds (2/3) of the Owners vote in favor of the special Assessment, the Association, through its Board, shall levy the Assessment and shall proceed to negotiate and contract for such repairs and restoration.

C. If any dispute shall arise as to whether "very substantial" damage has occurred, a determination by the Board shall be binding upon all Owners.

17.4 Application of Insurance Proceeds. It shall be presumed that the first monies disbursed for repair and restoration shall be from the insurance proceeds; if there is a balance in the reconstruction funds after the payment of all costs of repair and restoration, such balance shall be distributed to the Owners, except as otherwise provided herein.

17.5 Equitable Relief. In the event of substantial damage to the Condominium Property, and if the Property is not repaired, reconstructed, or rebuilt within a reasonable period of time, any Owner may petition a court for equitable relief, which may include a termination of the Condominium and a subsequent partition of the Property. For the purposes of this provision, it shall be presumed that repair, reconstruction or rebuilding has occurred within a "reasonable period of time" if substantial work is commenced within four (4) months and completed within nine (9) months following the damage or destruction. The fact that a Unit is untenantable does not excuse the Owner from paying Assessments for Common Expenses. In the event of a termination of the Condominium and subsequent partition of the Property as a result of substantial damage to the Condominium, the net proceeds or the salvage value shall be divided among Owners and their mortgagees in accordance with their undivided interest in the Common Elements.

17.6 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or in lieu thereof, according to plans and specifications approved by the Board and by the Owners of three-fourths (3/4) of the Units.

18. CONDEMNATION.

18.1 Deposit of Awards with Association. The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a casualty as to the portion taken, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Owners, the Owners shall deposit the awards with the Association; and if any fail to do so, a charge shall be made against a defaulting Owner in the amount of his award.

18.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after a condemnation affecting all or part of the Condominium Property will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

18.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special Assessments will be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, but the size of the Condominium will be reduced, the Owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds after a casualty.

18.4 Association as Agent. The Association is hereby irrevocably appointed as each Owner's agent for purposes of negotiating or litigating with the condemning authority for the purposes of realizing just compensation for the taking.

18.5 Units Reduced, But Tenantable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

A. Restoration of Unit. The Unit shall be made tenantable. If the cost of restoration exceeds the amount of the award, the additional funds required shall be charged against the owner of the Unit.

B. Distribution of Surplus. The balance of the award, if any, shall be distributed to the owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the owner and mortgagees.

C. Adjustment of Shares in Common Elements. The reduction (caused by a taking) in the floor area of a Unit shall not cause share in the Common Elements, Common Expenses and/or Common Surplus appurtenant to the Unit to be reduced nor shall such reduction in the floor area entitle cause an increase in the share of the Common Elements, Common Expenses and/or Common Surplus appurtenant to any other Unit without a proper vote of the Association as required by Florida Statutes.

18.6 Unit Made Untenantable. If the taking is of any entire Unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium.

A. Payment of Award. The fair market value of the Unit immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit (the remittance being made payable jointly to the Owner and mortgagee[s]).

B. Addition to Common Elements. If possible and practical, the remaining portion of the Unit shall become a part of the Common Elements and shall be placed in condition for use by all Owners in the manner approved by the Board.

C. Adjustment of Shares in Common Elements. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Owners. This shall be done by restating the shares of continuing Owners in the Common Elements as percentages of the total of the numbers representing the shares of these as they existed prior to the adjustment.

D. Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Owner and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by special Assessment against all Owners who will continue as Owners of Units after the changes in the Condominium affected by the taking. The Assessments shall be made in proportion to the shares of those owners in the Common Elements after the changes effected by the taking.

E. Arbitration. If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Owner, the first mortgagee, if any, and the Association shall each appoint one M.A.I. appraiser, who shall appraise the Unit and shall determine the fair market value by computing the arithmetic average of their appraisals of the Unit; and a judgment of specific performance upon the value arrived at by the appraisers may be entered in any court of competent jurisdiction. The cost of appraisal shall be paid by the party selecting the appraiser.

18.7 Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation. If a Unit is mortgaged, the remittance shall be paid jointly to the Owner and mortgagee(s) of the Unit.

18.8 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and liability for Common Expenses that are necessitated by condemnation shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of all Directors of the Association, nor shall the consent or joinder of any Unit Owner or mortgagee be required for any such amendment.

19. TERMINATION. The Condominium may be terminated in the following manner:

19.1 Agreement. The Condominium may be terminated at any time by approval, in writing, of the Owners of ninety percent (90%) of the Units and all Institutional First Mortgagees of record.

19.2 Very Substantial Damage. If the Condominium, as a result of common casualty, be damaged to the extent defined in Section 16.3, and it not be decided as therein provided that it

will be reconstructed or repaired, the condominium form of ownership will thereby terminate without agreement.

19.3 Notification of Division. Upon recordation of the instrument evidencing termination, the Association shall, within thirty (30) business days, notify the Division of Florida Land Sales, Bureau of Condominiums, of the termination, the date and county where the document was recorded, the O.R. Book and page number, and shall provide the Division with a copy of the recorded termination notice certified by the clerk of courts.

19.4 General Provisions. Upon termination, the Unit Owners shall be the owners as tenants in common of the Condominium Property and the assets of the Association. The shares of such tenants in common shall be the same as were their shares of the Common Elements. The mortgagee or lienor of an Owner shall have a mortgage or lien solely and exclusively upon the undivided share of such tenant in common in and to the lands and other properties and rights which he may receive by reason of such termination. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination. Termination shall become effective when the certificate is recorded in the Public Records of Lee County, Florida.

19.5 New Condominium. The termination of a Condominium does not bar creation of another Condominium affecting all or any portion of the same property.

19.6 Partition; Sale. Following termination, the Condominium Property may be partitioned and sold upon the application of any Owner. If following a termination, the owners of seventy-five percent (75%) of the Units determine to accept an offer for the sale of the Condominium Property, each Owner shall be bound to execute deeds and other documents reasonably required to effect the sale. In such event, any action for partition of the former Condominium Property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto.

19.7 Last Board. The members of the last Board of Directors shall continue to have the powers granted in this Declaration and in Chapter 718 for the purpose of winding up the affairs of the Association, notwithstanding the fact that the Association itself may be dissolved upon a termination.

19.8 Provisions Survive Termination. The provisions contained in this Section 18 shall be deemed covenants running with the land, and shall survive the termination of the Condominium for a period long enough to accomplish all the purposes stated herein.

20. OBLIGATION OF OWNERS.

20.1 Actions for Damages. Each Owner, his tenants, Guests and invitees, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, this Declaration, the documents creating the Association, the By-Laws, any Rules and Regulations promulgated by the Association and the Master Declaration, its Articles and By-Laws. Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the Association or by a Unit Owner against:

A. The Association;

B. An Owner;

C. Anyone who occupies a Unit, including but not limited to any tenant leasing a Unit or other invitee occupying a Unit (such action in this instance may also include eviction proceedings); or

D. Any member of the Board who willfully and knowingly fails to comply with these provisions.

20.2 Waiver. A provision of the Condominium Act may not be waived by an Owner if the waiver would adversely affect the rights of the Owner or defeat the purpose of the provision, except that Owners or members of the Board may waive notice of specific meetings in writing as provided by the By-Laws. Any instrument given in writing by an Owner or prospective purchaser of a Unit to an escrow agent may be relied upon by an escrow agent, whether or not such instruction and the payment of funds thereunder might constitute a waiver of any provision of the Condominium Act.

20.3 Attorney's Fees. In any legal proceeding arising out of an alleged failure of a tenant, Owner or the Association to comply with the requirements of the Condominium Act or the Condominium Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

20.4 No Waiver. The failure of the Association or of a member to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future.

20.5 No Election of Remedies. All rights, remedies and privileges granted to the Association or Owner, pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, or at law or in equity.

20.6 Notice of Lien or Suit.

A. Notice of Lien. An Owner shall give to the Association written notice of every lien upon his Unit other than for permitted mortgages, taxes and special assessments, within five (5) days after the Owner receives actual notice of the attachment thereof.

B. Notice of Suit. An Owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his Unit, such notice to be given five (5) days after the Owner receives actual knowledge thereof.

C. Failure to Comply. Failure to comply with this Section will not affect the validity of any judicial suit, however, if such failure is a substantial contributing cause of damage or harm to the Association or other Owners, the Owner shall be liable to the injured party.

21. RIGHTS OF MORTGAGEES.

21.1 Approvals. Prior written approval of the record holder of a first mortgage lien on a Unit in the Condominium shall be required for any amendment to the Declaration which would decrease the percentage interests of the Unit in the ownership of the Common Elements, except as provided in Section 17.

21.2 Notice of Condemnation. In the event of condemnation, eminent domain proceedings, or very substantial damage to, or destruction of, any Unit or any part of the Common Elements, the record holder of any first mortgage on the Unit shall be entitled to notice of any termination of the Condominium.

21.3 Lender's Notices. Upon written request to the Association, any institutional mortgagee shall be entitled to timely written notice of any 60-day or longer delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds a mortgage.

22. DEVELOPER'S RIGHTS AND DUTIES. As long as the Developer or any successor developer holds any Units in the Condominium for sale in the ordinary course of business, the following shall apply:

22.1 Developer's Use. Until the Developer has completed all of the contemplated improvements and has sold all of the Units in the Condominium, including future Phases, and control of the Association has been turned over to Owners other than the Developer, neither the Owners nor the Association, nor their use of the Condominium Property shall unreasonably interfere with the completion of the contemplated improvements or sale of Units. The Developer may make such use of the unsold Units and of the Common Elements as may reasonably facilitate completion and sale, including, but not limited to, maintenance of a sales office, display of signs, and showing the Units for sale to prospective purchasers. No "For Sale" or "Lease" sign may be displayed upon the Condominium Property, other than the Developer's signage, during this period.

22.2 Assignment. All or any portion of the right, privileges, powers and immunities granted or reserved to the Developer in the Condominium Documents may be assigned by the

Developer to any person or entity, without the consent of any other Owner or any holder of a mortgage secured by any Unit (other than the holder of a first mortgage secured by an interest of the Developer), but only if the assignee agrees without qualification to assume all of the duties and obligations of the Developer under this Declaration, and the Articles of Incorporation and By-Laws of the Association from and after the date of such assignment.

22.3 Amendment of Plans and Alterations of Phase Lines, Boundaries and Apartment Dimensions. The Developer may modify the plot plan as to Units or building types in its sole discretion, to the full extent possible under law. The Developer intends to construct buildings with attached garages as well as buildings with detached garages. However, each building will contain eight (8) Units, regardless of the type of garages serving such Units. The Developer hereby reserves the right to modify the Plot Plan for the purpose of substituting any building with a detached garage for a building with an attached garage, and vice versa. The Developer may also make non-material changes to the legal description of a Phase.

22.4 Turnover. Prior to, or not more than seventy-five (75) days after, the time that Owners other than the Developer are entitled to elect a majority of the Directors of the Association, the Developer shall relinquish control of the Association, and the Owners shall accept control. Simultaneously, the Developer shall deliver to the Association all property of the Owners and of the Association held or controlled by the Developer and all items and documents that the Developer is required to deliver or turn over to the Association under Florida law. The Developer may turn over control of the Association to Owners other than the Developer prior to the above mentioned dates, in its sole discretion, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Developer to elect Directors and assume control of the Association. Provided at least sixty (60) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if Owners other than the Developer refuse or fail to assume control.

22.5 Assessments. The Developer shall be excused from payment of its share of the Common Expenses as to the Units owned by the Developer during the "Guaranty Period" which is a period commencing upon the recording of this Declaration until twenty-four (24) months from the date of recording, or the date the Developer turns over the control of the Association to Owners other than the Developer. During the period of time when the Developer is excused from paying its share of the Common Expense, the Developer shall be obligated to pay the difference between the Association's Common Expenses and the sums collected as the annual Assessment for Common Expenses from Owners other than the Developer. This obligation applies to the original Units contained in this Condominium, as well as the Units contained in future Phases, if such phases are added to the Condominium during the Guaranty Period. During the Guaranty Period, the annual Assessment for each Unit, including reserves, shall not exceed $2,051.75 for the fiscal year ending December 31, 2003, and $2,359.51 for the fiscal year ending December 31, 2004, and $2,713.44 for the fiscal year ending December 31, 2005. The Developer may extend the Guaranty Period for one or more additional one-year periods at its sole option; provided, however, that the guaranteed level of assessment set forth herein shall not be increased.

Upon the conclusion of the Guaranty Period, any working capital funds collected by the Association from Owners upon their purchase of the Unit shall be available to the Association.

22.6 Condominium Name. Nothing herein contained shall be construed as giving this Condominium or the Association the exclusive right to use the name Sabal Palm III at Grandezza, a Condominium, or any derivation thereof, and the Developer reserves the right to use said name in future projects. Further, nothing herein contained shall be construed as allowing this Association to manage future condominium projects.

22.7 Assignment of Rights. All rights in favor of Developer reserved in this Declaration of Condominium and the exhibits attached hereto are freely assignable in whole or in part by Developer and may be exercised by the nominee of Developer and/or exercised by the successor or successors in interest of Developer.

22.8 Amendments by Developer. As long as the Developer owns Units for sale in the ordinary course of business, the Developer reserves the right to amend this Declaration and its exhibits, to the full extent possible under law, for one or any combination of the following purposes:

A. To depict all of the improvements existing on the Condominium Property; to depict all Common Elements and Limited Common Elements on the Condominium Property; to comply with the requirements of any federal, state or local law, government, quasi-government, agency or government-related corporation, including, without limitation, the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or the provisions of the Fair Housing Act of 1968 as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. Section 3601-3631 (the "FHAA").

B. To conform to the requirements of any Institutional First Mortgagee or government agency willing to make, purchase or insure mortgage loans secured by Units or any portion of the Properties. Notwithstanding anything to the contrary contained in this Declaration, until the satisfaction of record of any mortgage placed upon the Condominium Property to finance the construction of the improvements for the Condominium Property (hereinafter referred to as the "Mortgage"), the following provisions shall be a part of this Declaration and shall supersede any inconsistent provisions contained elsewhere in this Declaration:

(1) Whenever the consent of Developer is required under this Declaration, the written consent of the holder of the Mortgage (hereinafter referred to as "Mortgagee") shall also be required for all amendments materially affecting the rights or interests of the mortgagees, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, and such consent will not be unreasonably withheld.

C. No amendment shall be made to this Declaration which would alter the procedure for repairing or restoring the commonly insured real property or alter the rights of Mortgagee, or, in the opinion of Mortgagee, in any other way affect the security of Mortgagee, without Mortgagee's joinder and written consent to such amendment for all amendments materially affecting the rights or interests of the mortgagees, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, and such consent will not be unreasonably withheld; and

D. If Mortgagee either assumes possession of any portion of the Condominium Property upon which said Mortgage is a lien or acquires title to unsold Units upon foreclosure of the Mortgage, by purchase of the unsold Units upon foreclosure of the Mortgage, by purchase of the unsold Units at foreclosure sale, or by deed in lieu of foreclosure, Mortgagee and its successors and assigns shall have and enjoy all of the rights and privileges granted to the Developer by this Declaration of Condominium, including the right to guarantee the deficiency, for assessments during the Guaranty Period as defined in Section 22.5.

Said Amendments may be made and executed solely by the Developer and recorded in the Public Records of Lee County, Florida, and without any requirement of securing the consent of any Owner, the Association, the Members thereof or the owner and holder of any lien encumbering a condominium parcel. No amendment shall unlawfully discriminate against any Owner or any class of Owners; and no amendment shall change any Unit's share in the Common Elements and other appurtenances, nor increase the Owner's proportionate share of the Common Expenses, unless the Owners of the Units concerned and their institutional mortgagees shall consent in writing to the amendment, and a majority of the voting interests approve the amendment.

E. For the purpose of adding land comprising additional Phases.

F. For the purpose of making non-material changes to the legal description of a Phase.

22.9 Sales of Units. The Developer shall have the right to sell or transfer any Unit owned by it on such terms and conditions as it deems in its own best interest. No purchaser from the Developer shall be required to obtain Association approval for the said purchase.

22.10 Access to Unit Under Construction. The Developer may prohibit access to any uncompleted building to any of the Owners or contract purchasers, while such uncompleted building is under construction and development. No Owner, or his Guests or invitees, shall in any way interfere or hamper with the Developer, its employees, contractors, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, owns any Units within the buildings and is carrying on any business in connection therewith, including the selling, renting or leasing of such Units, the Owners, their Guests and invitees, shall in no way interfere with such activities or prevent access to such Units by the Developer, its successors, assigns or agents.

23. AMENDMENT OF DECLARATION. Amendments to this Declaration shall be proposed and adopted in the following manner:

23.1 Proposal. In addition to the provisions contained in Section 22.8 herein, amendments to this Declaration may be proposed by the Board of Directors or by written petition signed by the Owners of one-fourth (1/4) of the Units.

23.2 Procedure. Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be transmitted to the President of the Association, who shall thereupon determine which of the methods shown in 23.3

below shall be used for voting. The appropriate notices and copies of the proposed amendments shall be mailed to the members not later than ninety (90) days after transmittal to the President.

23.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Condominium Documents this Declaration may be amended by concurrence of two-thirds (2/3) of the voting interests present in person or by proxy and voting at any annual or special meeting for which notice has been given to the Members in accordance with law. Alternatively, amendments may be adopted without a meeting following the procedure set forth in the By-Laws.

23.4 Certificate; Recording. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Lee County, Florida.

23.5 Proviso. Except as to provisions contained in the Plan of Development Section and Sections 22.3 and 22.8 of this Declaration, any amendment which changes the configuration or size of any Condominium Unit in any material fashion, materially alters or modifies the appurtenances to the Unit, or changes the proportion or percentage by which the owner of the Unit shares the common expenses and owns the common surplus, must be approved by two-thirds of the voting interests, the record Owner of the Unit and his institutional mortgagee, if any, in writing. This proviso does not apply to changes caused by condemnation or a taking by eminent domain as provided in Section 17 of this Declaration, or by the submission of additional Phases to this Declaration. No amendment shall unlawfully discriminate against any Owner nor against any Unit or class or group of Unit Owners or Units.

23.6 Correction of Errors. Notwithstanding any provision herein to the contrary, if there is any omission or scrivener's error in this Declaration of Condominium or in any document required to establish the Condominium, then the Association may correct the error or omission, without a vote of the Members, by the recording of a properly executed amendment that has been approved by a majority of the Board of Directors of the Association.

23.7 Exceptions. Wherever in this Declaration the consent, approval, or affirmative vote of more than two-thirds (2/3) of the voting interests, is required in order to take a particular action, the section requiring the particular number of consents, approvals, or votes may not be amended except by the same vote required to take the action.

23.8 Amendment of Provision Relating to Developer. As long as the Developer holds any Units for sale in the ordinary course of business, no amendment may make any change in any provision relating specifically to the Developer without the Developer's written consent. No amendment may be made which in the Developer's sole judgment may impair or prejudice the rights or privileges of the Developer reserved in the Declaration without the Developer's prior written approval.

23.9 Amendment to Conform to Federal Fair Housing Act. This Condominium shall be in compliance with the provisions of the Fair Housing Act of 1968 as amended by the Fair

Housing Amendments Act of 1988, 42 U.S.C., Section 3601-3631 (the "FHAA"). To the extent that the Declaration of Condominium must be amended to comply with the FHAA, the Board of Directors shall amend the Declaration without the necessity of obtaining the approval of Unit Owners as may otherwise be required hereunder or under the Bylaws.

24. FINES.

24.1 Compliance. Every Owner and his tenants, Guests, invitees and agents shall comply with any and all rules and regulations as same exist and as may be adopted in the future by the Board of Directors.

24.2 Enforcement. Failure to comply with such rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums for damages, an action for injunctive relief, or any combination thereof.

24.3 Procedure. In addition to all other remedies, in the sole discretion of the Board, a fine or fines may be levied upon an Owner for failure of an Owner, his tenants, Family, Guests, invitees, or employees to comply herewith or with any rules or regulations, provided the following procedures are followed:

A. Notice. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of Owners after reasonable notice of not less than fourteen (14) days, and the notice shall include:

(1) A statement of the date, time and place of the hearing;

(2) A statement of the provisions of the Declaration, By-Laws or rules which have allegedly been violated; and

(3) A short and plain statement of the matters asserted by the Association.

B. Hearing. The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. If the hearing committee does not agree with the fine, the fine may not be levied.

C. Penalties. The Board of Directors may levy a fine against a Unit not to exceed $100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed $1,000.00.

D. Payment of Penalties. Fines shall be paid not later than five (5) days after notice of the imposition of same.

E. Remedy. For non-payment of fines the Association shall have all of the remedies applied by law.

F. Non-Exclusive Remedy. The fines provided for herein shall not be construed to be an exclusive remedy of the Association, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damage which the Association may otherwise be entitled to recover by law.

25. HURRICANE SHUTTERS. Owners may install hurricane or storm shutters only in accordance with the specifications adopted by the Board of Directors, which shall include specifications including color, style and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. The Board reserves the right (but is not obligated), subject to the provisions of Chapter 718, Florida Statutes, and the approval of a majority of voting interests of the Condominium, to install hurricane shutters and may maintain, repair or replace such approved hurricane shutters, whether on or within Common Elements, Limited Common Elements, Units or the Association Property. However, where laminated glass architecturally designed to function as hurricane protection which complies with the applicable building codes, the Board may not install hurricane shutters. The Board may operate shutters installed pursuant to this paragraph without permission of the Unit Owners only where such operation is necessary to preserve and protect the Condominium Property and Association Property. The expenses of installing and repairing hurricane shutters by the Board shall not constitute a Common Expenses, although an Owner who has previously installed hurricane shutters or laminated glass architecturally designed to function as hurricane protection which complies with the applicable building code shall receive a credit equal to the pro-rata portion of the assessed installation costs assigned to each Unit.

26. SECURITY. Notwithstanding anything contained herein or in the Articles of Incorporation, By-Laws, any Rules or Regulations of the Association, or any other document governing or binding the Association, the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, Occupant, Guest or User of any portion of the Condominium Property, including without limitation, residents and their families, guests, invitees, agents, servants, contractors, or subcontractors or for any property of such persons. Without limiting the generality of the foregoing:

A. It is the express intent of the Association documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the Condominium Property have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Condominium Property and the value thereof;

B. The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Lee County, and/or any other jurisdiction or the prevention of tortuous activities; and

C. Any provisions of the Condominium documents setting forth the uses of assessments which relate to health, safety or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person or persons, even if assessment funds are chosen to be used for any such purpose.

Each Owner, by virtue of his acceptance of title to his Unit, and each other person having an interest in or lien upon, or making any use of any portion of the Condominium Property by virtue of accepting such interest or lien or making such uses, shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this provision.

As used in this section, "Association" shall include within its meaning all of the Association's directors, officers, committee and board members, employees, agents, managers, contractors, subcontractors, successors and assigns and shall also include the Developer, which shall be fully protected hereby.

27. ARBITRATION OF CLAIMS. In the event that there are any warranty, negligence or other claims against the Developer or any party having a right of contribution from, or being jointly and severally liable with, the Developer, which claim is in excess of One Thousand Dollars ($1,000.00) (the "Claims") relating to the design, construction, furnishing or equipping of the Condominium Property, same may be adjudicated pursuant to binding arbitration, rather than civil litigation, as permitted by the Florida Arbitration Code (the "Code"), Chapter 682, Florida Statutes, in the following manner:

A. The party making the Claims, which shall include the Association as well as any Unit Owner (the "Claimant") shall notify the Developer in writing of the Claims, specifying with particularity the nature of each component thereof and providing a true and complete copy of each and every report, study, survey or other document supporting or forming the basis of the Claims.

B. Within thirty (30) days of receipt of the notice of the Claims, the Developer will engage, at its own expense, a duly licensed engineer or architect, as appropriate (the "Arbitrator") to serve as the arbitrator of the Claims pursuant to the Code. Such engineer or architect shall be independent of the Developer and the Claimant, not having any then current business relationship with the Developer or Claimant, other than by virtue of being the Arbitrator. Upon selecting the Arbitrator, the Developer shall notify the Claimant of the name and address of the Arbitrator.

C. Within thirty (30) days after the Developer notifies the Claimant of the name and address of the Arbitrator, the Claimant and the Developer shall be permitted to provide the Arbitrator with any pertinent materials to assist the Arbitrator in rendering his findings.

D. Within sixty (60) days from the date of his appointment, the Arbitrator shall review the Claims and supporting materials, inspect the Condominium Property and all appropriate plans, specifications and other documents relating thereto, and render a report (the "Final Report") to the Developer and the Claimant setting forth, on an item- by-item basis, his findings with respect to the Claims and the method of correction of those he finds to be valid. If the Developer so requests by written notice to the Arbitrator, the Arbitrator will specify the estimated cost of the correction of each of those Claims he finds to be valid and shall offset therefrom costs reasonably attributable to any Association failure to maintain or mitigate or to any contributory negligence, in all cases whether chargeable to the Claimant or others. At the

request of the Claimant or Developer that a conference be held to discuss the Claims, such a conference shall be held, and the Arbitrator shall establish procedures, guidelines and ground rules for the holding of the conference. The Claimant and the Developer shall be entitled to representation by its attorney and any other expert at the conference. In the event such a conference is held, the sixty (60)-day time period referenced in this Section 27.D shall be extended as the Arbitrator deems warranted. At the conference, the Arbitrator shall notify the Developer and Claimant as to when the Final Report shall be issued.

E. The Developer shall have one hundred eighty (180) days after receipt of the Final Report in which to (i) correct the Claims found to be valid, or (III) pay to the Claimant the amount estimated by the Arbitrator to be the cost to correct same after the offset referred to in Section 27.D above.

F. As to those matters the Developer elects to correct, upon completion of all corrective work, the Developer will so notify the Arbitrator (with a copy of such notice to the Claimant), and the Arbitrator shall then inspect the corrected items and render a report (the "Remedial Report") to the Developer and the Claimant on whether those items have been corrected. Such procedure shall be repeated as often as necessary until all items have been corrected.

G. For all purposes, the Final Report and the Remedial Report of the Arbitrator will constitute binding and enforceable arbitration awards as defined in Florida Statutes, Section 682.09 of the Arbitration Code, and any party affected by such reports will have the right to seek the enforcement of same in a court of competent jurisdiction. Moreover, no party will have the right to seek separate judicial relief with respect to warranty disputes as defined above, or to seek to vacate the aforementioned arbitration awards, except in accordance with the Arbitration Code, and then only upon the specific grounds and in the specified manner for the vacation of such awards as established by Florida Statutes, Section 682.13, of the Arbitration Code.

H. The Arbitrator shall not be liable to the Association, the Claimant or the Developer by virtue of the performance of his or her services hereunder, fraud and corruption excepted.

I. The procedures set forth above shall also be the sole means by which disputes as to Association finances (including, without limitation, the Developer's payment of assessments, deficit funding obligations, if any, the handling of reserves and the keeping of accounting records), except that the Arbitrator shall be a Certified Public Accountant who (i) is a member of Community Associations Institute, and (III) meets the independence test set forth above.

J. In the event that there is any dispute as to the legal effect or validity of any of the Claims (e.g., as to standing, privity of contract, statute of limitations or laches, failure to maintain or mitigate, existence of duty, foreseeability, comparative negligence, the effect of disclaimers or the interpretation of this Declaration as it applies to the Claims), such dispute shall be submitted to arbitration, as herein provided, by a member in good standing of The Florida Bar chosen by the Developer, which arbitrator shall be independent of the Developer and the

Claimant as set forth above. In such event, all time deadlines which cannot be met without the resolution of such disputed matters shall be suspended for such time as the arbitration provided for in this subsection continues until final resolution.

28. MISCELLANEOUS.

28.1 Severability. The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, the By-Laws, any Rules and Regulations of the Association, and any exhibit attached hereto, shall not affect the remaining portions thereof.

28.2 Applicable Statutes. The validity, application, and construction of this Declaration and its exhibits shall be governed by the Laws of Florida, particularly the Condominium Act.

28.3 Conflicts. If there is a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. If there is a conflict between this Declaration and the Association's By-Laws or Articles of Incorporation, the Declaration shall control.

28.4 Interpretation. The Board shall be responsible for interpreting the provisions of this Declaration and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

28.5 Exhibits. There is hereby incorporated within this Declaration any materials contained in the exhibits attached hereto which under Condominium Act are required to be part of, or provided for in, the Declaration.

28.6 Notices. All notices required to be given under the provisions of this Declaration shall be addressed to the Developer at 9400 Gladiolus Drive Suite #250 Ft. Myers, FL 33908, or wherever the Developer may so designate, and to the Association at 9400 Gladiolous Drive Suite #250, Ft. Myers, Florida 33908, and to the Owners at the address of the Unit or the address of the Unit Owner that appears on the current roster of Owners.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

WITNESSES:

Elaine C. Sparling
Printed Name: ELAINE C. SPARLING

Christina L. Consolino
Printed Name: CHRISTINA L. Consolino

PARKER ESTERO ONE, INC., a Florida Corporation

By: _____
Printed Name: David Knizner
Its: Vice President

(Corporate Seal)

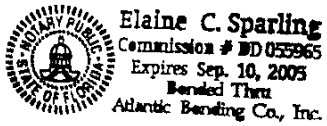
STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 14th day of October, 2002, by David Knizner, as ~~Vice President~~ of Parker Estero One, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or produced _____ as identification.

Elaine C. Sparling
Notary Public
Printed Name: ELAINE C. SPARLING
My Commission Expires: _____

(Seal)



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BBLS
SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110
TELEPHONE: 941-597-1315
FAX: 941-597-5207

SABAL PALM III AT GRANDEZZA,
A CONDOMINIUM
PHASE 1
BUILDING 11

LEGAL DESCRIPTION

A PORTION OF TRACT "3", GRANDE OAK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67, AT PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT 3; THENCE N.01°34'59"W., ALONG THE EASTERLY LINE OF SAID TRACT 3, A DISTANCE OF 136.22 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 925.00 FEET, A CENTRAL ANGLE OF 07°19'23", A CHORD BEARING OF N.05°14'41"W. AND A CHORD LENGTH OF 118.15 FEET; THENCE ALONG SAID EASTERLY LINE AND THE ARC OF SAID CURVE, AN ARC LENGTH OF 118.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.08°54'23"W., ALONG SAID EASTERLY LINE, A DISTANCE OF 285.27 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 1350.00 FEET, A CENTRAL ANGLE OF 09°37'30", A CHORD BEARING OF N.13°43'08"W. AND A CHORD LENGTH OF 226.52 FEET; THENCE ALONG SAID EASTERLY LINE AND THE ARC OF SAID CURVE, AN ARC LENGTH OF 226.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.18°31'53"W., ALONG SAID EASTERLY LINE, A DISTANCE OF 732.73 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE S.66°50'08"W., A DISTANCE OF 136.26 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING: A RADIUS OF 307.50 FEET, A CENTRAL ANGLE OF 05°17'44", A CHORD BEARING OF N.25°28'57"W. AND A CHORD LENGTH OF 28.41 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 28.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.28°07'49"W., A DISTANCE OF 95.64 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 242.50 FEET, A CENTRAL ANGLE OF 07°56'25", A CHORD BEARING OF N.24°09'36"W. AND A CHORD LENGTH OF 33.58 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 33.61 FEET TO THE END OF SAID CURVE; THENCE N.72°42'00"E., A DISTANCE OF 158.53 FEET TO A POINT ON THE EASTERLY LINE OF SAID TRACT 3; THENCE S.18°31'53"E., ALONG SAID EASTERLY LINE, A DISTANCE OF 141.51 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 0.51 ACRES, MORE OR LESS.

Exhibit "A"

BEARINGS REFER TO GRANDE OAK ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67, AT PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

_____ 10/08/02
BRETT A. BISHOP, STATE OF FLORIDA, (L.S. #4760)
BBLS SURVEYORS & MAPPERS INC., (L.B. #6753)

REVISED: 10/08/02
PROOFED: RJH BAB
SP3PH1.LWP

(SEE ATTACHED SKETCH - SP3PH1.DWG)

SABAL PALM III AT GRANDEZZA, A CONDOMINIUM PHASE 1, BUILDING 11

LEGEND

L.S.	LICENSED SURVEYOR
L.B.	LICENSED BUSINESS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.B.	PLAT BOOK
PG.	PAGE
FIRM	FLOOD INSURANCE RATE MAP
N.C.A.	NEIGHBORHOOD COMMON AREA
	AREA BEING DESCRIBED

CURVE TABLE

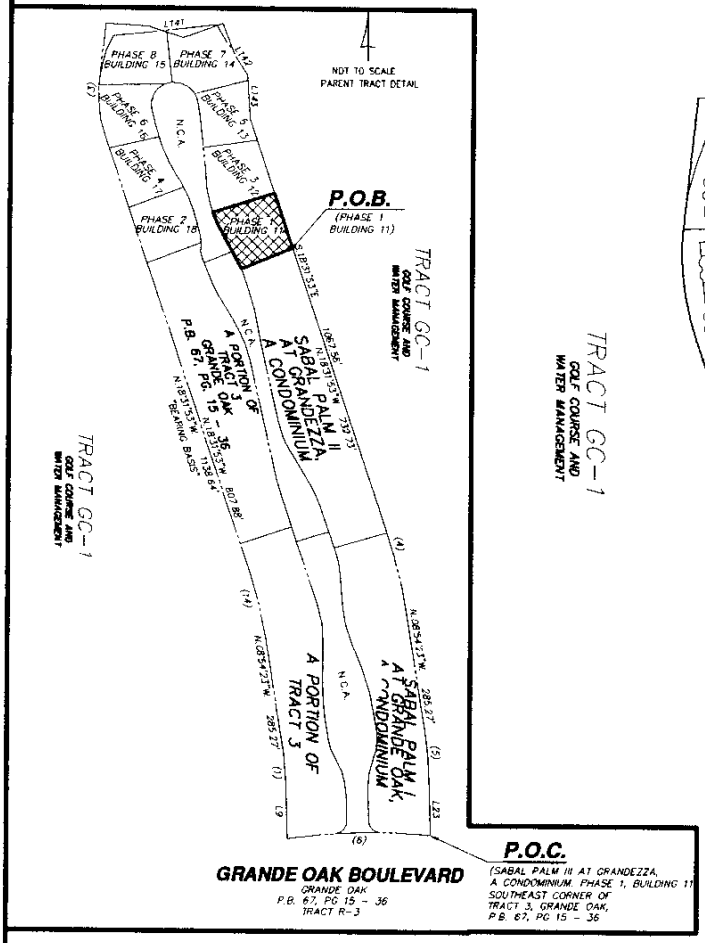
NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	575.00'	07°19'23"	73.49'	36.80'	73.44'	N.05°14'41"W.
3	325.00'	45°10'07"	256.21'	135.18'	249.63'	N.04°03'11"E.
4	1350.00'	09°37'30"	226.79'	113.66'	226.52'	N.13°43'08"W.
5	925.00'	07°19'23"	118.23'	59.19'	118.15'	N.05°14'41"W.
6	1530.00'	13°08'08"	350.77'	176.16'	350.00'	S.88°25'01"W.
14	1000.00'	09°37'30"	167.99'	84.19'	167.79'	N.13°43'08"W.
77	307.50'	05°17'44"	28.42'	14.22'	28.41'	N.25°28'57"W.
78	242.50'	07°56'25"	33.61'	16.83'	33.58'	N.24°09'36"W.

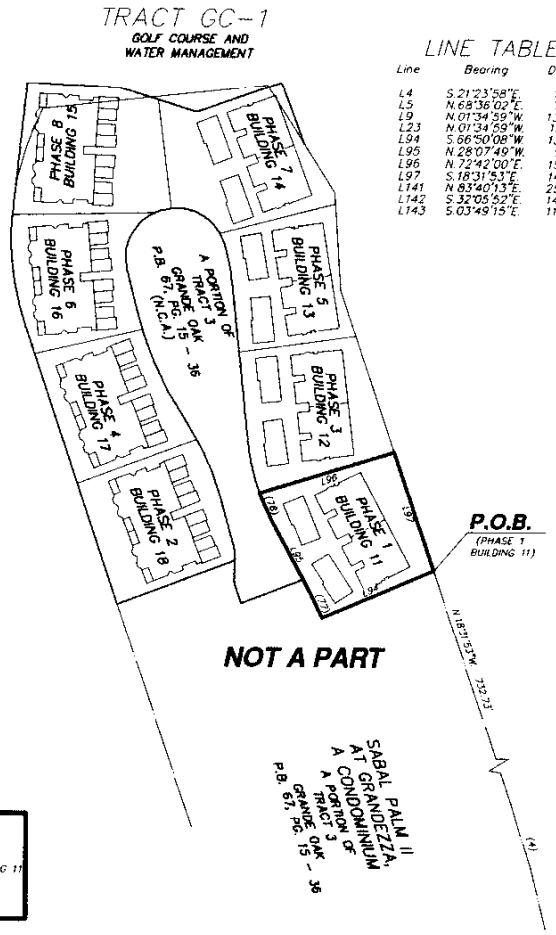
N

0' 25' 50' 75' 100' 125' 150' 175' 200'

SCALE 1" = 200'

THIS EXHIBIT MAY HAVE BEEN REDUCED





LINE TABLE

Line	Bearing	Distance
L4	S.21°23'58"E.	12.68'
L5	N.68°36'02"E.	74.65'
L9	N.01°34'59"W.	136.23'
L23	N.01°34'59"W.	136.22'
L94	S.66°50'08"W.	136.26'
L95	N.28°07'49"W.	95.64'
L96	N.72°42'00"E.	158.53'
L97	S.18°31'53"E.	141.51'
L141	N.83°40'13"E.	254.46'
L142	S.32°05'52"E.	143.90'
L143	S.03°49'15"E.	111.56'

LEGAL DESCRIPTION

SEE ATTACHED SHEETS FOR LEGAL DESCRIPTIONS

NOTES:

1.) BEARINGS SHOWN HEREON REFER TO GRANDE OAK ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67 AT PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

2.) THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD

3.) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

4.) THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE B, HAVING NO BASE FLOOD ELEVATION, PER F.I.R.M 125124 0475 B, AN UNRECORDED PANEL.

REVISION: BOUNDARY 10/08/02

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP, L.S.#4760
BBLS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (941) 597-1315

06/15/01

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

W:\dwgs\2000\0076 grande oak tract 3\condo\condo 3\phases\SP3PH1.dwg 10/08/2002 11:29:55 AM EDT

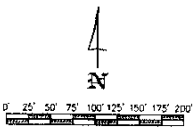
SABAL PALM III AT GRANDEZZA, A CONDOMINIUM

LEGEND

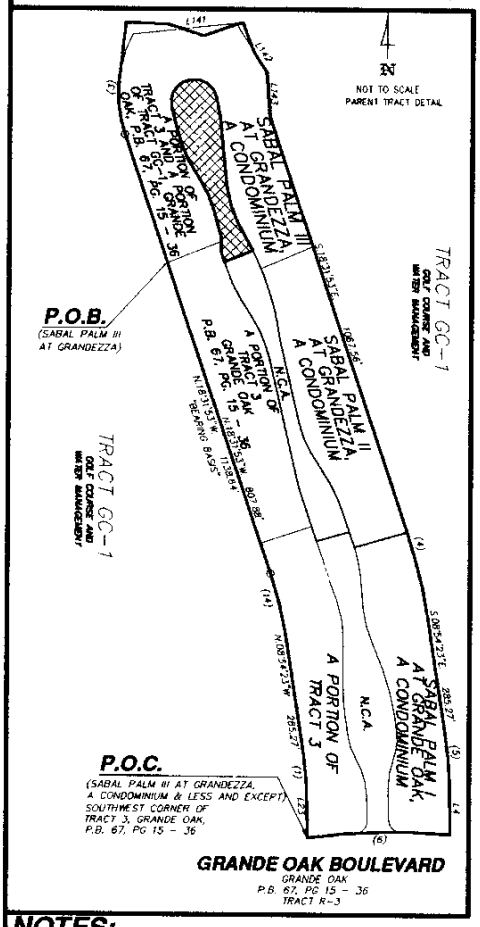
S.I.R.	●	SET 5/8" IRON ROD WITH CAP (L.B. #6753)
F.I.R.	○	FOUND 5/8" IRON ROD WITH CAP (L.B. #6753)
L.S.		LICENSED SURVEYOR
L.B.		LICENSED BUSINESS
P.O.B.		POINT OF BEGINNING
P.O.C.		POINT OF COMMENCEMENT
P.B.		PLAT BOOK
PG.		PAGE
FIRM		FLOOD INSURANCE RATE MAP
F.A.C.		FLORIDA ADMINISTRATIVE CODE
N.C.A.		NEIGHBORHOOD COMMON AREA
		AREA LESS AND EXCEPTED

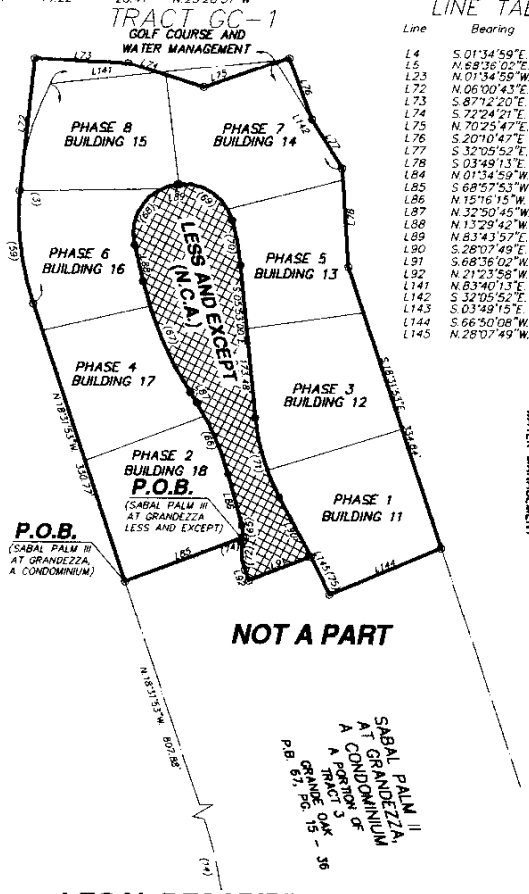
CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	575.00'	07°19'23"	73.49'	36.80'	73.44'	N.05°14'41"W.
3	325.00'	45°10'07"	256.21'	135.18'	249.63'	N.04°03'11"E.
4	1350.00'	09°37'30"	226.79'	113.66'	226.52'	S.13°43'08"E.
5	925.00'	07°19'23"	118.23'	59.19'	118.15'	S.05°14'41"E.
6	1530.00'	13°08'08"	350.77'	176.16'	350.00'	S.86°25'01"W.
14	1000.00'	09°37'30"	167.99'	84.19'	167.79'	N.13°43'08"W.
59	325.00'	22°34'57"	128.10'	64.89'	127.27'	N.07°14'24"W.
63	575.00'	07°19'23"	73.49'	36.80'	73.44'	N.05°14'41"W.
64	1000.00'	09°37'30"	167.99'	84.19'	167.79'	N.13°43'08"W.
65	42.50'	18°14'24"	13.53'	6.82'	13.47'	N.06°09'03"W.
66	287.50'	17°34'30"	88.19'	44.44'	87.84'	N.24°03'30"W.
67	407.50'	19°21'03"	137.63'	69.48'	136.97'	N.23°10'14"W.
68	55.50'	97°13'39"	94.18'	62.98'	83.28'	N.35°07'07"E.
69	55.50'	80°41'08"	78.16'	47.14'	71.86'	S.55°55'30"E.
70	305.50'	09°41'56"	51.71'	25.92'	51.65'	S.10°43'58"E.
71	242.50'	22°14'49"	94.16'	47.68'	93.57'	S.17°00'24"E.
72	57.50'	32°00'27"	32.12'	16.49'	31.71'	N.05°23'44"W.
74	42.50'	07°38'20"	5.67'	2.84'	5.66'	N.06°47'19"E.
75	307.50'	05°17'44"	28.41'	14.22'	28.41'	N.25°28'57"W.



THIS EXHIBIT MAY HAVE BEEN REDUCED





LINE TABLE

Line	Bearing	Distance
L4	S.01°34'59"E.	136.22'
L5	N.68°36'02"E.	74.65'
L23	N.01°34'59"W.	136.22'
L72	N.06°00'43"E.	153.12'
L73	S.87°12'20"E.	105.27'
L74	S.72°24'21"E.	89.74'
L75	N.70°25'47"E.	101.84'
L76	S.20°10'47"E.	74.64'
L77	S.32°05'52"E.	65.13'
L78	S.03°49'13"E.	111.56'
L84	N.01°34'59"W.	136.22'
L85	S.68°57'53"W.	142.07'
L86	N.15°16'15"W.	60.60'
L87	N.32°50'45"W.	13.18'
L88	N.13°29'42"W.	42.15'
L89	N.83°43'57"E.	2.46'
L90	S.28°07'49"E.	76.13'
L91	S.68°36'02"W.	74.65'
L92	N.21°23'58"W.	12.68'
L141	N.83°40'13"E.	254.46'
L142	S.32°05'52"E.	143.90'
L143	S.03°49'15"E.	111.56'
L144	S.66°50'08"W.	136.26'
L145	N.28°07'49"W.	19.51'

NOTES:

1.) BEARINGS SHOWN HEREON REFER TO GRANDE OAK ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67 AT PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

2.) THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

3.) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

4.) THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

5.) THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE B, HAVING NO BASE FLOOD ELEVATION, PER F.I.R.M 125124 0475 B, AN UNRECORDED PANEL.

LEGAL DESCRIPTION

SEE ATTACHED SHEETS FOR LEGAL DESCRIPTION, 2 THROUGH 4.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS CONDOMINIUM SURVEY OF THE HEREON DESCRIBED PROPERTY WAS SURVEYED UNDER MY RESPONSIBLE CHARGE ON 08/28/00. THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, F.A.C. PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

BRETT A. BISHOP, STATE OF FLORIDA, (L.S. #4760)
BBLS SURVEYORS & MAPPERS INC., (L.B. #6753)

REVISION: BOUNDARY 10/08/02

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP
BBLS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (941) 597-1315

06/15/01

CONDOMINIUM SURVEY

0076CS3

Exhibit "B"

BBLS
SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110
TELEPHONE: 941-597-1315
FAX: 941-597-5207

SABAL PALM III AT GRANDEZZA,
A CONDOMINIUM

LEGAL DESCRIPTION

A PORTION OF TRACT "3", AND A PORTION OF TRACT GC-1, GRANDE OAK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67, AT PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 3; THENCE N.01°34'59"W., ALONG THE WESTERLY LINE OF SAID TRACT 3, A DISTANCE OF 136.22 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 575.00 FEET, A CENTRAL ANGLE OF 07°19'23", A CHORD BEARING OF N.05°14'41"W. AND A CHORD LENGTH OF 73.44 FEET; THENCE ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE, AN ARC LENGTH OF 73.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.08°54'23"W., ALONG SAID WESTERLY LINE, A DISTANCE OF 285.27 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 09°37'30", A CHORD BEARING OF N.13°43'08"W. AND A CHORD LENGTH OF 167.79 FEET; THENCE ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE, AN ARC LENGTH OF 167.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.18°31'53"W., ALONG SAID WESTERLY LINE, A DISTANCE OF 807.88 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.18°31'53"W., ALONG SAID WESTERLY LINE, A DISTANCE OF 330.77 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 22°34'57", A CHORD BEARING OF N.07°14'24"W. AND A CHORD LENGTH OF 127.27 FEET; THENCE ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE, AN ARC LENGTH OF 128.10 FEET TO THE END OF SAID CURVE; THENCE N.06°00'43"E., A DISTANCE OF 153.12 FEET; THENCE S.87°12'20"E., A DISTANCE OF 105.27 FEET; THENCE S.72°24'21"E., A DISTANCE OF 89.74 FEET; THENCE N.70°25'47"E., A DISTANCE OF 101.84 FEET; THENCE S.20°10'47"E., A DISTANCE OF 74.64 FEET TO A POINT ON THE EASTERLY LINE OF SAID TRACT 3; THENCE S.32°05'52"E., ALONG SAID EASTERLY LINE, A DISTANCE OF 65.13 FEET; THENCE S.03°49'13"E.,ALONG SAID EASTERLY LINE, A DISTANCE OF 111.56 FEET; THENCE S.18°31'53"E., ALONG SAID EASTERLY LINE, A DISTANCE OF 334.84 FEET; THENCE S.66°50'08"W., A DISTANCE OF 136.26 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING: A RADIUS OF 307.50 FEET, A CENTRAL ANGLE OF 05°17'44", A CHORD BEARING OF N.25°28'57"W. AND A CHORD LENGTH OF 28.41 FEET; THENCE ALONG ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 28.42 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.28°07'49"W., A DISTANCE OF 19.51 FEET; THENCE S.68°36'02"W., A DISTANCE OF 74.65 FEET; THENCE N.21°23'58"W., A DISTANCE OF 12.68 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 57.50 FEET, A CENTRAL ANGLE OF 32°00'27", A CHORD BEARING OF N.05°23'44"W. AND A CHORD LENGTH OF 31.71 FEET; THENCE ALONG THE ARC OF

SAID CURVE, AN ARC LENGTH OF 32.12 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 42.50 FEET, A CENTRAL ANGLE OF 07°38'20", A CHORD BEARING OF N.06°47'19"E. AND A CHORD LENGTH OF 5.66 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 5.67 FEET TO THE END OF SAID CURVE; THENCE S.68°57'53"W., A DISTANCE OF 142.07 FEET TO A POINT ON THE WESTERLY LINE OF SAID TRACT 3, AND THE **POINT OF BEGINNING**,

PARCEL CONTAINS 4.64 ACRES, MORE OR LESS.

LESS AND EXCEPT

A PORTION OF TRACT "3", GRANDE OAK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67, AT PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

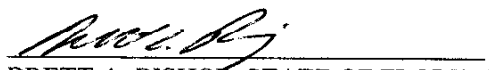
COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 3; THENCE N.01°34'59"W., ALONG SAID WESTERLY LINE, A DISTANCE OF 136.22 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 575.00 FEET, A CENTRAL ANGLE OF 07°19'23", A CHORD BEARING OF N.05°14'41"W. AND A CHORD LENGTH OF 73.44 FEET; THENCE ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE, AN ARC LENGTH OF 73.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.08°54'23"W., ALONG SAID WESTERLY LINE, A DISTANCE OF 285.27 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 09°37'30", A CHORD BEARING OF N.13°43'08"W. AND A CHORD LENGTH OF 167.79 FEET; THENCE ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE, AN ARC LENGTH OF 167.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.18°31'53"W., ALONG SAID WESTERLY LINE A DISTANCE OF 807.88 FEET; THENCE N.68°57'53"E., A DISTANCE OF 142.07 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED AND TO A POINT ON A CURVE TO THE LEFT, HAVING: A RADIUS OF 42.50 FEET, A CENTRAL ANGLE OF 18°14'24", A CHORD BEARING OF N.06°09'03"W. AND A CHORD LENGTH OF 13.47 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 13.53 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.15°16'15"W., A DISTANCE OF 60.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 287.50 FEET, A CENTRAL ANGLE OF 17°34'30", A CHORD BEARING OF N.24°03'30"W. AND A CHORD LENGTH OF 87.84 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 88.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.32°50'45"W., A DISTANCE OF 13.18 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 407.50 FEET, A CENTRAL ANGLE OF 19°21'03", A CHORD BEARING OF N.23°10'14"W. AND A CHORD LENGTH OF 136.97 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 137.63 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.13°29'42"W., A DISTANCE OF 42.15 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 55.50 FEET, A CENTRAL ANGLE OF 97°13'39", A CHORD BEARING OF N.35°07'07"E. AND A CHORD LENGTH OF 83.28 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 94.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.83°43'57"E., A DISTANCE OF 2.46 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 55.50 FEET, A CENTRAL ANGLE OF 80°41'08", A CHORD BEARING OF S.55°55'30"E. AND A CHORD LENGTH OF 71.86 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 78.16 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF

305.50 FEET, A CENTRAL ANGLE OF 09°41'56", A CHORD BEARING OF S.10°43'58"E. AND A CHORD LENGTH OF 51.65 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 51.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.05°53'00"E., A DISTANCE OF 173.48 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 242.50 FEET, A CENTRAL ANGLE OF 22°14'49", A CHORD BEARING OF S.17°00'24"E. AND A CHORD LENGTH OF 93.57 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 94.16 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.28°07'49"E., A DISTANCE OF 76.13 FEET; THENCE S.68°36'02"W., A DISTANCE OF 74.65 FEET; THENCE N.21°23'58"W., A DISTANCE OF 12.68 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 57.50 FEET, A CENTRAL ANGLE OF 32°00'27", A CHORD BEARING OF N.05°23'44"W. AND A CHORD LENGTH OF 31.71 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 32.12 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 42.50 FEET, A CENTRAL ANGLE OF 07°38'20", A CHORD BEARING OF N.06°47'19"E. AND A CHORD LENGTH OF 5.66 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 5.67 FEET TO THE END OF SAID CURVE AND THE **POINT OF BEGINNING**.

PARCEL CONTAINS 0.79 ACRES, MORE OR LESS.
(SABAL PALM III CONTAINS 3.85 ACRES, MORE OR LESS)

BEARINGS REFER TO GRANDE OAK ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67, AT PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.



10/08/02
BRETT A. BISHOP, STATE OF FLORIDA, (L.S. #4760)
BBLS SURVEYORS & MAPPERS INC., (L.B. #6753)

REVISION: 10/08/02
SP3OA.LWP
PROOFED: BAB

(SEE ATTACHED SKETCH - 0076 CS3.DWG)

SABAL PALM III AT GRANDEZZA, A CONDOMINIUM

LEGEND

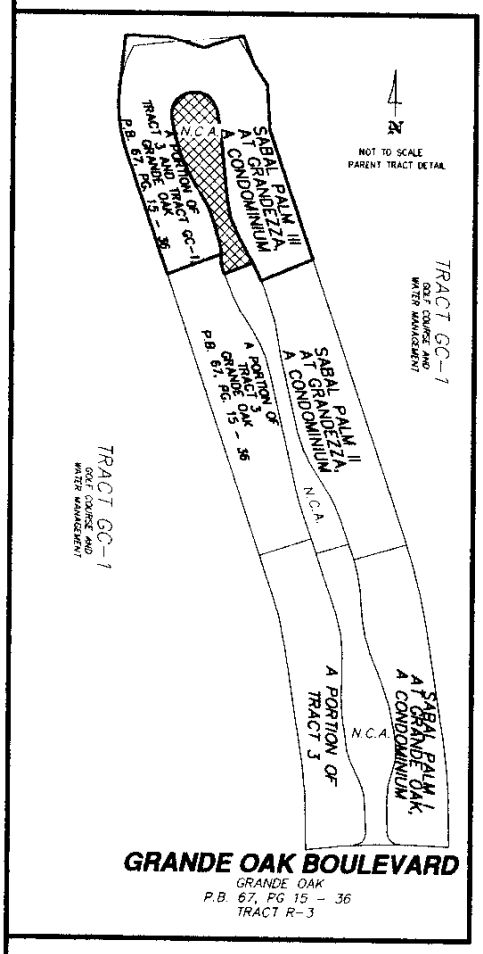
P.B.	PLAT BOOK
PG.	PAGE
PGS.	PAGES
L.C.E.	LIMITED COMMON ELEMENT
C.E.	COMMON ELEMENT
N.C.A.	NEIGHBORHOOD COMMON AREA
	AREA LESS AND EXCEPTED

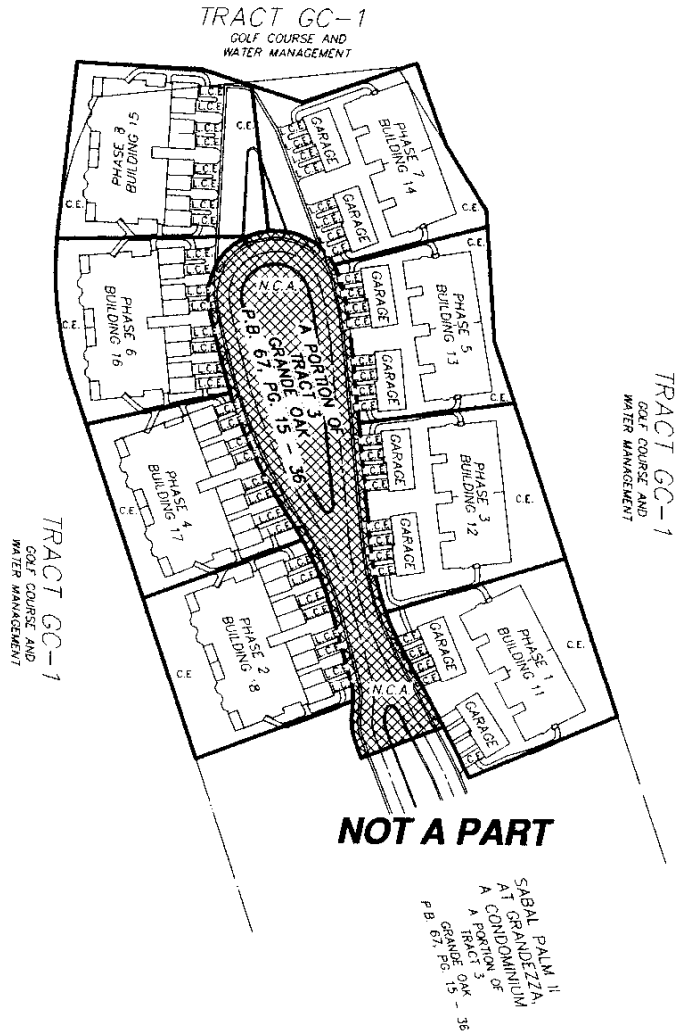
N

0' 25' 50' 75' 100' 125' 150' 175' 200'

SCALE 1" = 200'

THIS EXHIBIT MAY HAVE BEEN REDUCED





NOTES:

1.) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF THE DATE OF THIS DRAWING.

2.) PROPOSED IMPROVEMENTS ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP, L.S.#4760
BBLS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (941) 597-1315
06/15/01

REVISED: 10/08/02

PLOT PLAN

W:\dwgs\2000\0076 grande oak tract 3\condo\condo 3\0076PP3.dwg 10/08/2002 12:06:38 PM EDT

BBLS
SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110
TELEPHONE: 941-597-1315
FAX: 941-597-5207

SABAL PALM III AT GRANDEZZA,
A CONDOMINIUM
PHASE 2
BUILDING 18

LEGAL DESCRIPTION

A PORTION OF TRACT "3", GRANDE OAK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67, AT PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 3; THENCE N.01°34'59"W., ALONG THE WESTERLY LINE OF SAID TRACT 3, A DISTANCE OF 136.22 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 575.00 FEET, A CENTRAL ANGLE OF 07°19'23", A CHORD BEARING OF N.05°14'41"W. AND A CHORD LENGTH OF 73.44 FEET; THENCE ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE, AN ARC LENGTH OF 73.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.08°54'23"W., ALONG SAID WESTERLY LINE, A DISTANCE OF 285.27 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 09°37'30", A CHORD BEARING OF N.13°43'08"W. AND A CHORD LENGTH OF 167.79 FEET; THENCE ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE, AN ARC LENGTH OF 167.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.18°31'53"W., ALONG SAID WESTERLY LINE, A DISTANCE OF 807.88 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DECSRIBED; THENCE CONTINUE N.18°31'53"W., ALONG SAID WESTERLY LINE, A DISTANCE OF 144.10 FEET; THENCE N.69°19'43"E., A DISTANCE OF 143.86 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING: A RADIUS OF 287.50 FEET, A CENTRAL ANGLE OF 13°56'04", A CHORD BEARING OF S.22°14'17"E. AND A CHORD LENGTH OF 69.75 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 69.92 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.15°16'15"E., A DISTANCE OF 60.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 42.50 FEET, A CENTRAL ANGLE OF 18°14'24", A CHORD BEARING OF S.06°09'03"E. AND A CHORD LENGTH OF 13.47 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 13.53 FEET TO THE END OF SAID CURVE; THENCE S.68°57'53"W., A DISTANCE OF 142.07 FEET TO A POINT ON SAID WESTERLY LINE AND THE **POINT OF BEGINNING.**

PARCEL CONTAINS 0.48 ACRES, MORE OR LESS.

BEARINGS REFER TO GRANDE OAK ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67, AT PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

_____ 10/08/02
BRETT A. BISHOP, STATE OF FLORIDA, (L.S. #4760)
BBLS SURVEYORS & MAPPERS INC., (L.B. #6753)

REVISED: 10/08/02

PROOFED: _____ _____

SP3PH2.LWP

(SEE ATTACHED SKETCH - SP3PH2.DWG)

SABAL PALM III AT GRANDEZZA, A CONDOMINIUM PHASE 2, BUILDING 18

LEGEND

L.S.	LICENSED SURVEYOR
L.B.	LICENSED BUSINESS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.B.	PLAT BOOK
PG.	PAGE
FIRM	FLOOD INSURANCE RATE MAP
N.C.A.	NEIGHBORHOOD COMMON AREA
	AREA BEING DESCRIBED

CURVE TABLE

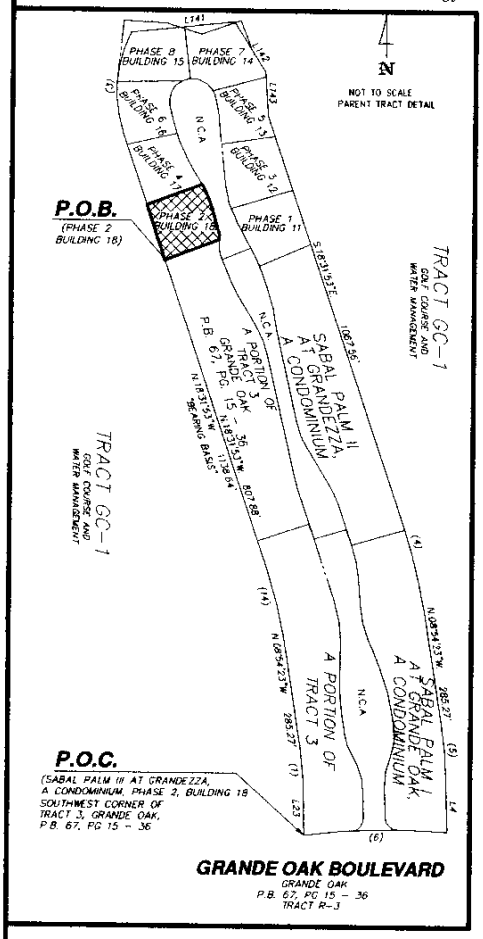
NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	575.00'	07°19'23"	73.49'	36.80'	73.44'	N.05°14'41"W.
3	325.00'	45°10'07"	256.21'	135.18'	249.63'	N.04°03'11"E.
4	1350.00'	09°37'30"	226.79'	113.66'	226.52'	N.13°43'08"W.
5	925.00'	07°19'23"	118.23'	59.19'	118.15'	N.05°14'41"W.
6	1530.00'	13°08'08"	350.77'	176.16'	350.00'	S.88°25'01"W.
14	1000.00'	09°37'30"	167.99'	84.19'	167.79'	N.13°43'08"W.
79	287.50'	13°56'04"	69.92'	35.13'	69.75'	S.22°14'17"E.
80	42.50'	18°14'24"	13.53'	6.82'	13.47'	S.06°08'03"E.

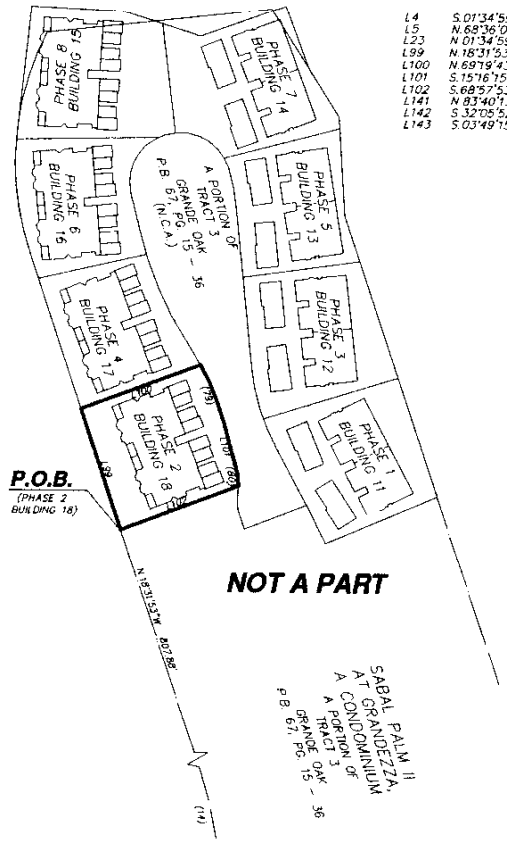
N

0' 25' 50' 75' 100' 125' 150' 175' 200'

SCALE 1" = 200'

THIS EXHIBIT MAY HAVE BEEN REDUCED





TRACT GC-1

GOLF COURSE AND WATER MANAGEMENT

LINE TABLE

Line	Bearing	Distance
L4	S.01°34'59"E.	136.22'
L5	N.68°36'02"E.	74.65'
L23	N.01°34'59"W.	136.22'
L99	N.18°31'53"W.	144.10'
L100	N.69°19'43"E.	143.86'
L101	S.15°16'15"E.	60.60'
L102	S.68°57'53"W.	142.07'
L141	N.83°40'13"E.	254.46'
L142	S.32°05'52"E.	143.90'
L143	S.03°49'15"E.	111.56'

LEGAL DESCRIPTION

SEE ATTACHED SHEETS FOR LEGAL DESCRIPTIONS

NOTES:

1.) BEARINGS SHOWN HEREON REFER TO GRANDE OAK ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67 AT PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

2.) THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

3.) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

4.) THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE B, HAVING NO BASE FLOOD ELEVATION, PER F.I.R.M 125124 0475 B, AN UNRECORDED PANEL.

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP, L.S.#4760
BBLS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (941) 597-1315

06/15/01

REVISED: BOUNDARY 10/08/02

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

W:\dwgs\2000\0076 grande oak tract 3\condo\Condo 3\phases\SP3PH2.dwg 10/08/2002 12:13:39 PM EDT

OR BOOK 03754 PAGE 1901

BBLS
SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110
TELEPHONE: 941-597-1315
FAX: 941-597-5207

SABAL PALM III AT GRANDEZZA,
A CONDOMINIUM
PHASE 3
BUILDING 12

LEGAL DESCRIPTION

A PORTION OF TRACT "3", GRANDE OAK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67, AT PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT 3; THENCE N.01°34'59"W., ALONG THE EASTERLY LINE OF SAID TRACT 3, A DISTANCE OF 136.22 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 925.00 FEET, A CENTRAL ANGLE OF 07°19'23", A CHORD BEARING OF N.05°14'41"W. AND A CHORD LENGTH OF 118.15 FEET; THENCE ALONG SAID EASTERLY LINE AND THE ARC OF SAID CURVE, AN ARC LENGTH OF 118.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.08°54'23"W., ALONG SAID EASTERLY LINE, A DISTANCE OF 285.27 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 1350.00 FEET, A CENTRAL ANGLE OF 09°37'30", A CHORD BEARING OF N.13°43'08"W. AND A CHORD LENGTH OF 226.52 FEET; THENCE ALONG SAID EASTERLY LINE AND THE ARC OF SAID CURVE, AN ARC LENGTH OF 226.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.18°31'53"W., ALONG SAID EASTERLY LINE, A DISTANCE OF 874.24 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE S.72°42'00"W., A DISTANCE OF 158.53 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING: A RADIUS OF 242.50 FEET, A CENTRAL ANGLE OF 14°18'23", A CHORD BEARING OF N.13°02'12"W. AND A CHORD LENGTH OF 60.39 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 60.55 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.05°53'00"W., A DISTANCE OF 101.46 FEET; THENCE N.81°59'39"E., A DISTANCE OF 132.73 FEET TO A POINT ON THE EASTERLY LINE OF SAID TRACT 3; THENCE S.18°31'53"E., ALONG SAID EASTERLY LINE, A DISTANCE OF 138.28 FEET TO THE **POINT OF BEGINNING**,

PARCEL CONTAINS 0.51 ACRES, MORE OR LESS.

BEARINGS REFER TO GRANDE OAK ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67, AT PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

_____ 10/08/02
BRETT A. BISHOP, STATE OF FLORIDA, (L.S. #4760)
BBLS SURVEYORS & MAPPERS INC., (L.B. #6753)

REVISION: 10/08/02
PROOF: _____
SP3PH3.LWP

(SEE ATTACHED SKETCH - SP3PH3.DWG)

SABAL PALM III AT GRANDEZZA, A CONDOMINIUM PHASE 3, BUILDING 12

LEGEND

L.S.	LICENSED SURVEYOR
L.B.	LICENSED BUSINESS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.B.	PLAT BOOK
PG.	PAGE
FIRM	FLOOD INSURANCE RATE MAP
N.C.A.	NEIGHBORHOOD COMMON AREA
	AREA BEING DESCRIBED

CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	575.00'	07°19'23"	73.49'	36.80'	73.44'	N.05°14'41"W.
3	325.00'	45°10'07"	256.21'	135.18'	249.63'	N.04°03'11"E.
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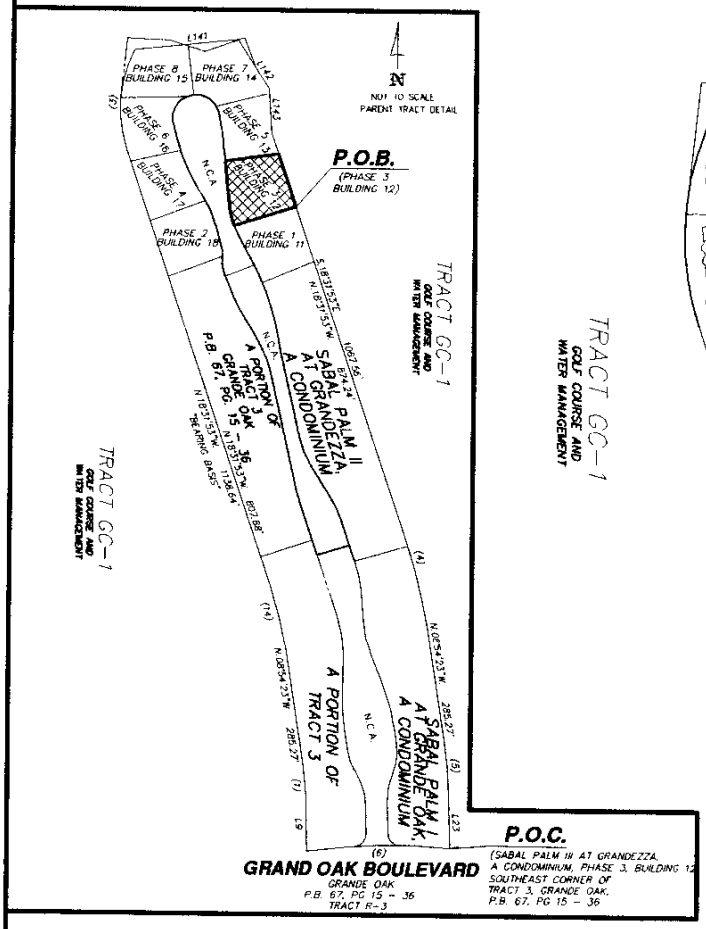
5	925.00'	07°19'23"	118.23'	59.19'	118.15'	N.05°14'41"W.
6	1530.00'	13°08'08"	350.77'	176.16'	350.00'	S.88°25'01"W.
14	1000.00'	09°37'30"	167.99'	84.19'	167.79'	N.13°43'08"W.
85	242.50'	14°18'23"	60.55'	30.43'	60.39'	N.13°02'12"W.

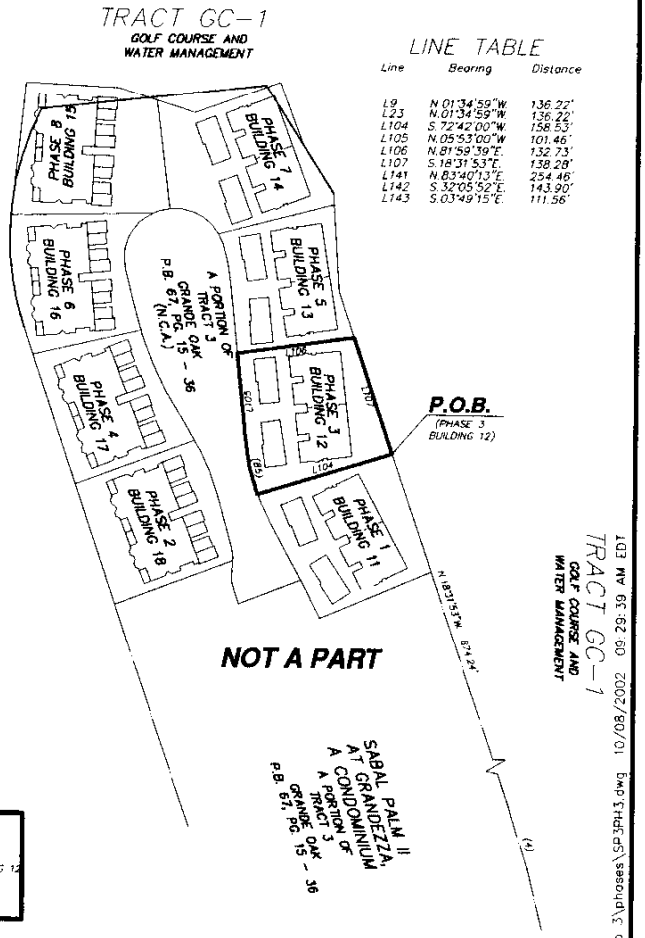
N

0' 25' 50' 75' 100' 125' 150' 175' 200'

SCALE 1" = 200'

THIS EXHIBIT MAY HAVE BEEN REDUCED





LINE TABLE

Line	Bearing	Distance
L9	N.01°34'59"W.	136.22'
L23	N.01°34'59"W.	136.22'
L104	S.72°42'00"W.	158.53'
L105	N.05°53'00"W.	101.46'
L106	N.81°59'39"E.	132.73'
L107	S.18°31'53"E.	138.28'
L141	N.83°40'13"E.	254.46'
L142	S.32°05'52"E.	143.90'
L143	S.03°49'15"E.	111.56'

LEGAL DESCRIPTION

SEE ATTACHED SHEETS FOR LEGAL DESCRIPTIONS

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP, L.S.#4760
BBLS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (941) 597-1315
06/15/01

NOTES:

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REVISION: BOUNDARY 10/08/02

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

W:\dwgs\2000\0076 grande oak tract 3\condo\condo 3\phases\SP3PH3.dwg 10/08/2002 09:28:39 AM EDT

BBLS
SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110
TELEPHONE: 941-597-1315
FAX: 941-597-5207

SABAL PALM III AT GRANDEZZA,
A CONDOMINIUM
PHASE 4
BUILDING 17

LEGAL DESCRIPTION

A PORTION OF TRACT "3", GRANDE OAK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67, AT PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 3; THENCE N.01°34'59"W., ALONG THE WESTERLY LINE OF SAID TRACT 3, A DISTANCE OF 136.22 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 575.00 FEET, A CENTRAL ANGLE OF 07°19'23", A CHORD BEARING OF N.05°14'41"W. AND A CHORD LENGTH OF 73.44 FEET; THENCE ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE, AN ARC LENGTH OF 73.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.08°54'23"W., ALONG SAID WESTERLY LINE, A DISTANCE OF 285.27 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 09°37'30", A CHORD BEARING OF N.13°43'08"W. AND A CHORD LENGTH OF 167.79 FEET; THENCE ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE, AN ARC LENGTH OF 167.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.18°31'53"W., ALONG SAID WESTERLY LINE, A DISTANCE OF 951.98 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.18°31'53"W., ALONG SAID WESTERLY LINE, A DISTANCE OF 155.02 FEET; THENCE N.77°03'27"E., A DISTANCE OF 124.54 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING: A RADIUS OF 407.50 FEET, A CENTRAL ANGLE OF 15°10'50", A CHORD BEARING OF S.25°15'20"E. AND A CHORD LENGTH OF 107.65 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 107.97 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.32°50'45"E., A DISTANCE OF 13.18 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 287.50 FEET, A CENTRAL ANGLE OF 03°38'26", A CHORD BEARING OF S.31°01'32"E. AND A CHORD LENGTH OF 18.26 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 18.27 FEET TO THE END OF SAID CURVE; THENCE S.69°19'43"W., A DISTANCE OF 143.86 FEET TO A POINT ON THE WESTERLY LINE OF SAID TRACT 3, AND THE **POINT OF BEGINNING.**

PARCEL CONTAINS 0.44 ACRES, MORE OR LESS.

BEARINGS REFER TO GRANDE OAK ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67, AT PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

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_____ 10/08/02
BRETT A. BISHOP, STATE OF FLORIDA, (L.S. #4760)
BBLS SURVEYORS & MAPPERS INC., (L.B. #6753)

REVISION: 10/08/02

PROOFED: RJH BAB

SP3PH4.LWP

(SEE ATTACHED SKETCH - SP3PH4.DWG)

OR BOOK 03774 PAGE 1997

SABAL PALM III AT GRANDEZZA, A CONDOMINIUM PHASE 4, BUILDING 17

LEGEND

L.S.	LICENSED SURVEYOR
L.B.	LICENSED BUSINESS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.B.	PLAT BOOK
PG.	PAGE
FIRM	FLOOD INSURANCE RATE MAP
N.C.A.	NEIGHBORHOOD COMMON AREA
	AREA BEING DESCRIBED

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89	287.50'	03°38'26"	18.27'	9.14'	18.26'	S.31°01'32"E.

N

0' 25' 50' 75' 100' 125' 150' 175' 200'

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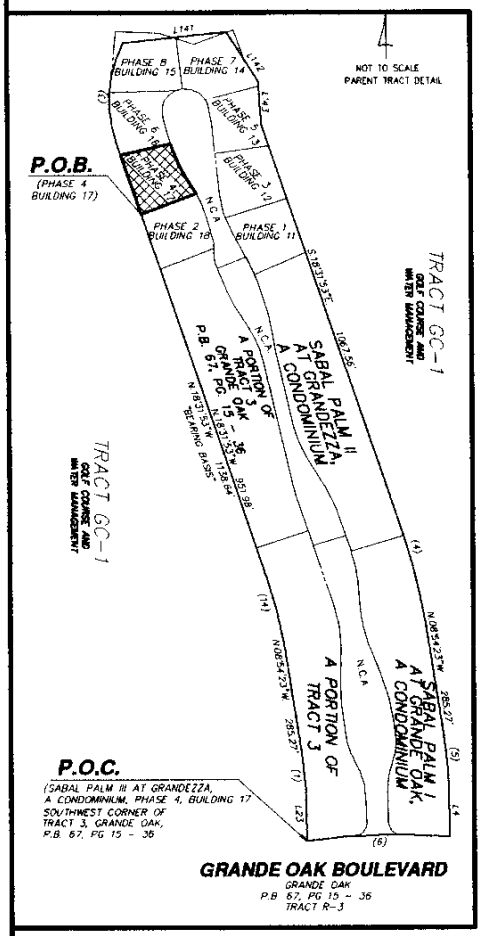

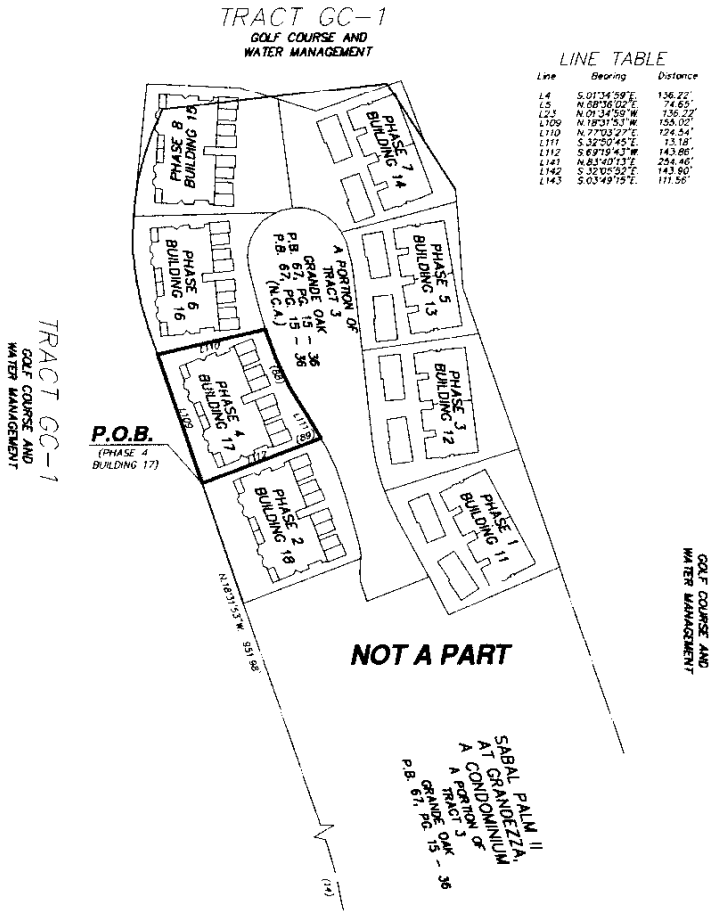

LINE TABLE

Line	Bearing	Distance
L4	S.01°36'59"E.	136.22'
L5	N.08°56'02"E.	74.65'
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L141	N.83°49'13"E.	254.46'
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LEGAL DESCRIPTION

SEE ATTACHED SHEETS FOR LEGAL DESCRIPTIONS

NOTES:

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REVISION: BOUNDARY 10/08/02

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP, L.S.#4760
BBLS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (941) 597-1315

06/15/01

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

W:\dwgs\2000\0376 grande oak tract 3\condo\condo 3\phases\SP3PH4.dwg 10/08/2002 08:42:04 AM EST

BBLS
SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110
TELEPHONE: 941-597-1315
FAX: 941-597-5207

SABAL PALM III AT GRANDEZZA,
A CONDOMINIUM
PHASE 5
BUILDING 13

LEGAL DESCRIPTION

A PORTION OF TRACT "3", GRANDE OAK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67, AT PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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PARCEL CONTAINS 0.41 ACRES, MORE OR LESS.

BEARINGS REFER TO GRANDE OAK ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67, AT PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

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_____ 10/08/02
BRETT A. BISHOP, STATE OF FLORIDA, (L.S. #4760)
BBLS SURVEYORS & MAPPERS INC., (L.B. #6753)

REVISION: LEGAL 09/26/02
REVISION: 10/08/02
PROOFED: KTH BAB
SP3PH5.LWP

(SEE ATTACHED SKETCH - SP3PH5.DWG)

SABAL PALM III AT GRANDEZZA, A CONDOMINIUM PHASE 5, BUILDING 13

LEGEND

L.S.	LICENSED SURVEYOR
L.B.	LICENSED BUSINESS
P.O.B	POINT OF BEGINNING
P.O.C	POINT OF COMMENCEMENT
P.B.	PLAT BOOK
PG.	PAGE
FIRM	FLOOD INSURANCE RATE MAP
N.C.A.	NEIGHBORHOOD COMMON AREA
	AREA BEING DESCRIBED

CURVE TABLE

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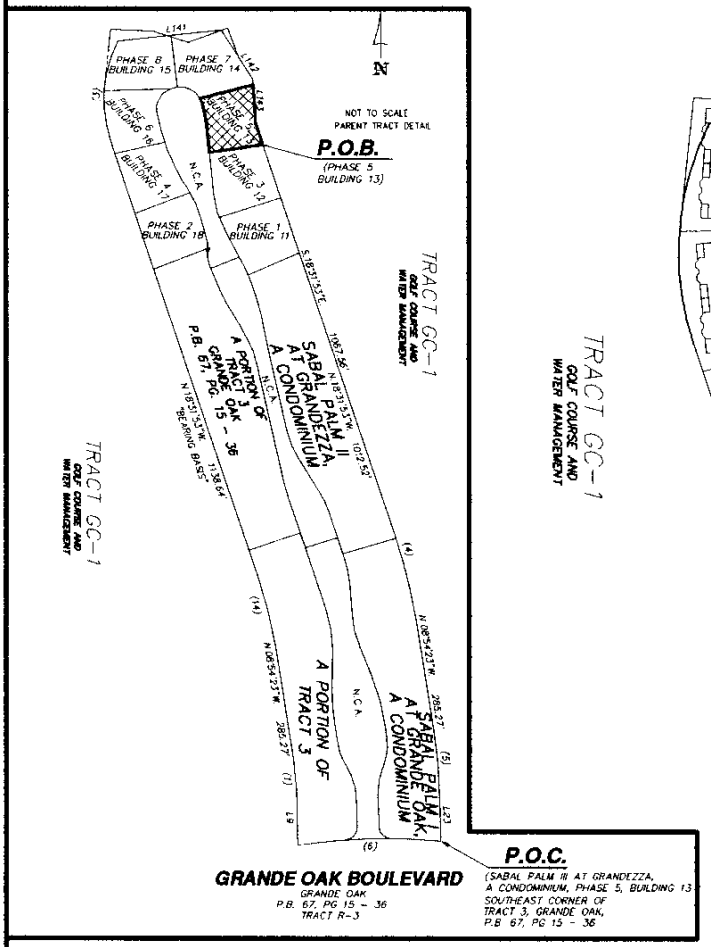
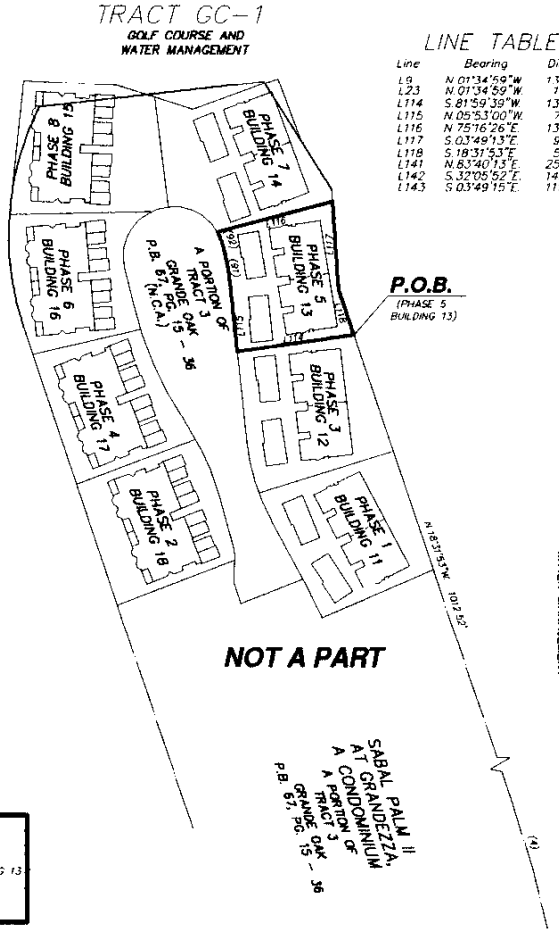
N

0' 25' 50' 75' 100' 125' 150' 175' 200'

SCALE 1" = 200'

THIS EXHIBIT MAY HAVE BEEN REDUCED





LINE TABLE

Line	Bearing	Distance
L9	N.01°34'59"W.	136.22'
L23	N.01°34'59"W.	136.22'
L114	S.81°59'39"W.	132.73'
L115	N.05°53'00"W.	72.02'
L116	N.75°16'26"E.	133.79'
L117	S.03°49'13"E.	98.05'
L118	S.18°31'53"E.	55.05'
L141	N.83°40'13"E.	254.46'
L142	S.32°05'52"E.	143.90'
L143	S.03°49'15"E.	111.56'

LEGAL DESCRIPTION

SEE ATTACHED SHEETS FOR LEGAL DESCRIPTIONS

NOTES:

1.) BEARINGS SHOWN HEREON REFER TO GRANDE OAK ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67 AT PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

2.) THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD

3.) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

4.) THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE B, HAVING NO BASE FLOOD ELEVATION, PER F.I.R.M 125124 0475 B, AN UNRECORDED PANEL.

REVISION: BOUNDARY 10/08/02

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP, L.S.#4760
BBLS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (941) 597-1315

06/15/01

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

M:\dwgs\2000\00076 grande oak tract 3\condo\condo 3\phases\SPSPHS.dwg 10/08/2002 12:53:29 PM EDT

OR BOOK 03754 PAGE 1910

BBLS
SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110
TELEPHONE: 941-597-1315
FAX: 941-597-5207

SABAL PALM III AT GRANDEZZA,
A CONDOMINIUM
PHASE 6
BUILDING 16

LEGAL DESCRIPTION

A PORTION OF TRACT "3", GRANDE OAK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67, AT PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 3; THENCE N.01°34'59"W., ALONG THE WESTERLY LINE OF SAID TRACT 3, A DISTANCE OF 136.22 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 575.00 FEET, A CENTRAL ANGLE OF 07°19'23", A CHORD BEARING OF N.05°14'41"W. AND A CHORD LENGTH OF 73.44 FEET; THENCE ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE, AN ARC LENGTH OF 73.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.08°54'23"W., ALONG SAID WESTERLY LINE, A DISTANCE OF 285.27 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 09°37'30", A CHORD BEARING OF N.13°43'08"W. AND A CHORD LENGTH OF 167.79 FEET; THENCE ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE, AN ARC LENGTH OF 167.99 FEET TO THE END OF SAID CURVE; THENCE N.18°31'53"W., ALONG SAID WESTERLY LINE, A DISTANCE OF 1106.99 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.18°31'53"W., ALONG SAID WESTERLY LINE, A DISTANCE OF 31.65 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 22°34'57", A CHORD BEARING OF N.07°14'24"W. AND A CHORD LENGTH OF 127.27 FEET; THENCE ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE, AN ARC LENGTH OF 128.10 FEET TO THE END OF SAID CURVE; THENCE N.06°00'42"E., ALONG SAID WESTERLY LINE A DISTANCE OF 1.23 FEET; THENCE N.88°47'26"E., A DISTANCE OF 160.48 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING: A RADIUS OF 55.50 FEET, A CENTRAL ANGLE OF 78°56'14", A CHORD BEARING OF S.25°58'25"W. AND A CHORD LENGTH OF 70.56 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 76.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.13°29'42"E., A DISTANCE OF 42.15 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 407.50 FEET, A CENTRAL ANGLE OF 04°10'12", A CHORD BEARING OF S.15°34'48"E. AND A CHORD LENGTH OF 29.65 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 29.66 FEET TO THE END OF SAID CURVE; THENCE S.77°03'27"W., A DISTANCE OF 124.54 FEET TO A POINT ON THE WESTERLY LINE OF SAID TRACT 3, AND THE **POINT OF BEGINNING.**

PARCEL CONTAINS 0.44 ACRES, MORE OR LESS.

BEARINGS REFER TO GRANDE OAK ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67, AT PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

_____ 10/08/02
BRETT A. BISHOP, STATE OF FLORIDA, (L.S. #4760)
BBLS SURVEYORS & MAPPERS INC., (L.B. #6753)

PROOFED: RTH BAB
REVISION: LEGAL09/08/02
SP3PH6.LWP

(SEE ATTACHED SKETCH - SP3PH6.DWG)

SABAL PALM III AT GRANDEZZA, A CONDOMINIUM PHASE 6, BUILDING 16

LEGEND

L.S.	LICENSED SURVEYOR
L.B.	LICENSED BUSINESS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.B.	PLAT BOOK
PG.	PAGE
FIRM	FLOOD INSURANCE RATE MAP
N.C.A.	NEIGHBORHOOD COMMON AREA
	AREA BEING DESCRIBED

CURVE TABLE

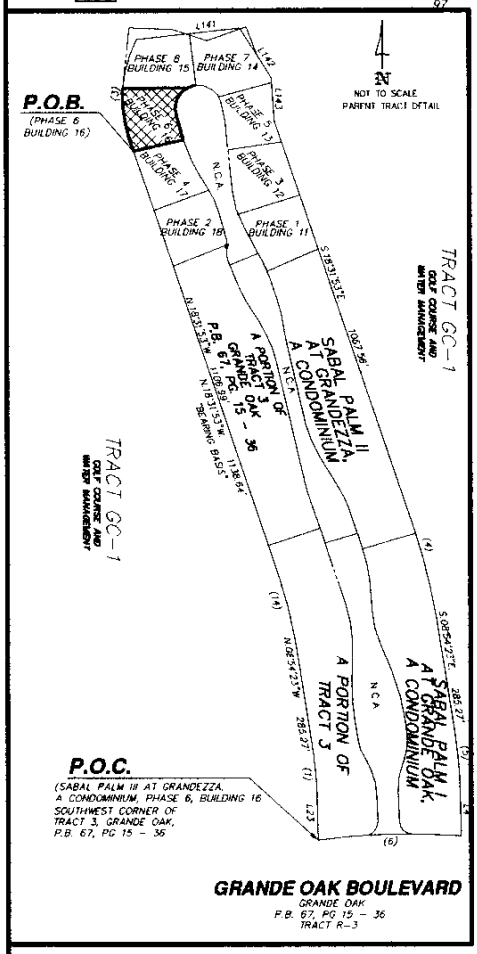
NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	575.00'	07°19'23"	73.49'	36.80'	73.44'	N.05°14'41"W.
3	325.00'	45°10'07"	256.21'	135.18'	249.63'	N.04°03'11"E.
4	1350.00'	09°33'30"	225.79'	113.66'	225.52'	N.13°43'08"W.
5	925.00'	07°19'23"	118.23'	59.19'	118.15'	N.05°14'41"W.
6	1530.00'	13°08'08"	350.77'	176.16'	350.00'	S.88°25'01"W.
14	1000.00'	09°37'30"	167.99'	84.19'	167.79'	N.13°43'08"W.
95	325.00'	22°34'57"	128.10'	64.89'	127.27'	N.07°14'24"W.
96	55.50'	78°56'14"	76.46'	45.70'	70.56'	S.25°58'25"W.
97	407.50'	04°10'12"	29.66'	14.84'	29.65'	S.15°34'48"E.

N

0' 25' 50' 75' 100' 125' 150' 175' 200'

SCALE 1" = 200'

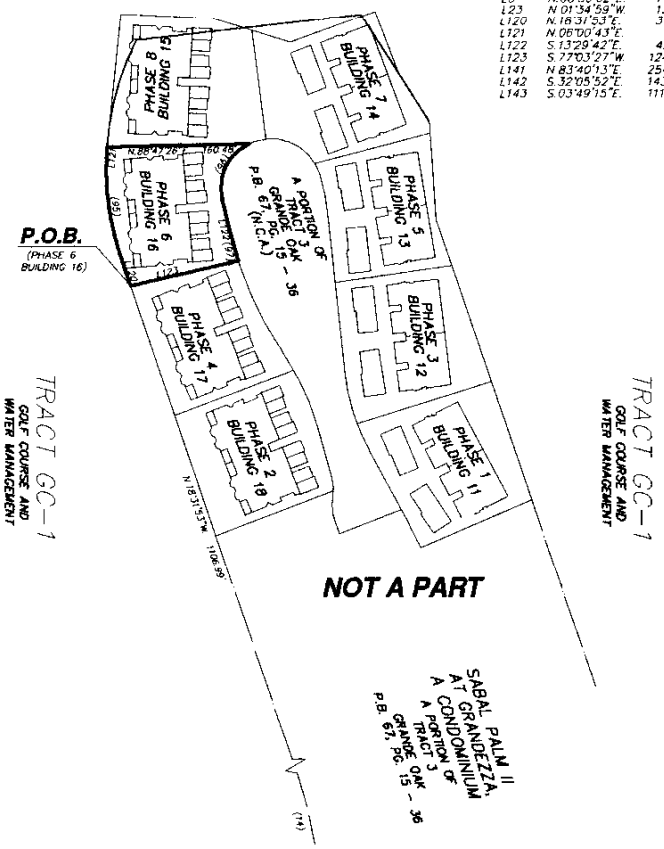
THIS EXHIBIT MAY HAVE BEEN REDUCED



TRACT GC-1
GOLF COURSE AND WATER MANAGEMENT

LINE TABLE

Line	Bearing	Distance
L4	S.01°34'59"E.	136.22'
L5	N.68°36'02"E.	74.65'
L23	N.01°34'59"W.	136.22'
L129	N.18°31'53"E.	31.65'
L131	N.06°00'43"E.	1.23'
L122	S.13°29'42"E.	42.15'
L123	S.77°03'27"W.	124.54'
L141	N.83°40'13"E.	254.46'
L142	S.32°05'52"E.	143.90'
L143	S.03°49'15"E.	111.56'



LEGAL DESCRIPTION

SEE ATTACHED SHEETS FOR LEGAL DESCRIPTIONS

NOTES:

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3.) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

4.) THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE B, HAVING NO BASE FLOOD ELEVATION, PER F.I.R.M 125124 0475 B, AN UNRECORDED PANEL.

REVISION: BOUNDARY 10/08/02

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP, L.S.#4760
BBLS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (941) 597-1315

06/15/01

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

W:\dwgs\2000\0076 grande oak tract 3\condo\condo 3\phases\SP3PH6.dwg 10/08/2002 01:21:32 PM EDT

BBLS
SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110
TELEPHONE: 941-597-1315
FAX: 941-597-5207

SABAL PALM III AT GRANDEZZA,
A CONDOMINIUM
PHASE 7
BUILDING 14

LEGAL DESCRIPTION

A PORTION OF TRACT "3", AND A PORTION OF TRACT GC-1, GRANDE OAK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67, AT PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT 3; THENCE N.01°34'59"W., ALONG EASTERLY LINE OF SAID TRACT 3, A DISTANCE OF 136.22 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 925.00 FEET, A CENTRAL ANGLE OF 07°19'23", A CHORD BEARING OF N.05°14'41"W. AND A CHORD LENGTH OF 118.15 FEET; THENCE ALONG SAID EASTERLY LINE AND THE ARC OF SAID CURVE, AN ARC LENGTH OF 118.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.08°54'23"W., ALONG SAID EASTERLY LINE, A DISTANCE OF 285.27 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 1350.00 FEET, A CENTRAL ANGLE OF 09°37'30", A CHORD BEARING OF N.13°43'08"W. AND A CHORD LENGTH OF 226.52 FEET; THENCE ALONG SAID EASTERLY LINE AND THE ARC OF SAID CURVE, AN ARC LENGTH OF 226.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.18°31'53"W., ALONG SAID EASTERLY LINE, A DISTANCE OF 1067.56 FEET; THENCE N.03°49'13"W., ALONG SAID EASTERLY LINE, A DISTANCE OF 98.05 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE S.75°16'26"W., A DISTANCE OF 133.79 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING: A RADIUS OF 55.50 FEET, A CENTRAL ANGLE OF 67°08'07", A CHORD BEARING OF N.62°42'00"W. AND A CHORD LENGTH OF 61.37 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 65.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.83°43'57"W., A DISTANCE OF 1.23 FEET; THENCE N.06°48'58"W., A DISTANCE OF 125.04 FEET; THENCE S.72°24'21"E., A DISTANCE OF 44.87 FEET; THENCE N.70°25'47"E., A DISTANCE OF 101.84 FEET; THENCE S.20°10'47"E., A DISTANCE OF 74.64 FEET TO A POINT ON THE EASTERLY LINE OF SAID TRACT 3; THENCE S.32°05'52"E., ALONG SAID EASTERLY LINE, A DISTANCE OF 65.13 FEET; THENCE S.03°49'13"E., ALONG SAID EASTERLY LINE, A DISTANCE OF 13.51 FEET TO THE **POINT OF BEGINNING.**

PARCEL CONTAINS 0.52 ACRES, MORE OR LESS.

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_____ 10/08/02
BRETT A. BISHOP, STATE OF FLORIDA, (L.S. #4760)
BBLS SURVEYORS & MAPPERS INC., (L.B. #6753)

REVISED: 10/08/02
PROOFED: _____

SP3PH7.LWP

(SEE ATTACHED SKETCH - SP3PH7.DWG)

SABAL PALM III AT GRANDEZZA, A CONDOMINIUM PHASE 7, BUILDING 14

LEGEND

L.S.	LICENSED SURVEYOR
L.B.	LICENSED BUSINESS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.B.	PLAT BOOK
PG.	PAGE
FIRM	FLOOD INSURANCE RATE MAP
N.C.A.	NEIGHBORHOOD COMMON AREA
	AREA BEING DESCRIBED

CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	575.00'	07°19'23"	73.49'	36.80'	73.44'	N.05°14'41"W.
3	325.00'	45°10'07"	256.21'	135.18'	249.63'	N.04°03'11"E.
4	1350.00'	09°37'30"	226.79'	113.66'	226.52'	N.13°43'08"W.
5	925.00'	07°19'23"	118.23'	59.19'	118.15'	N.05°14'41"W.
6	1530.00'	13°08'08"	350.77'	176.16'	350.00'	S.88°25'01"W.
14	1000.00'	09°37'30"	167.99'	84.19'	226.52'	N.13°43'08"W.
99	55.50'	67°08'07"	65.03'	36.83'	61.37'	N.62°42'00"W.

N

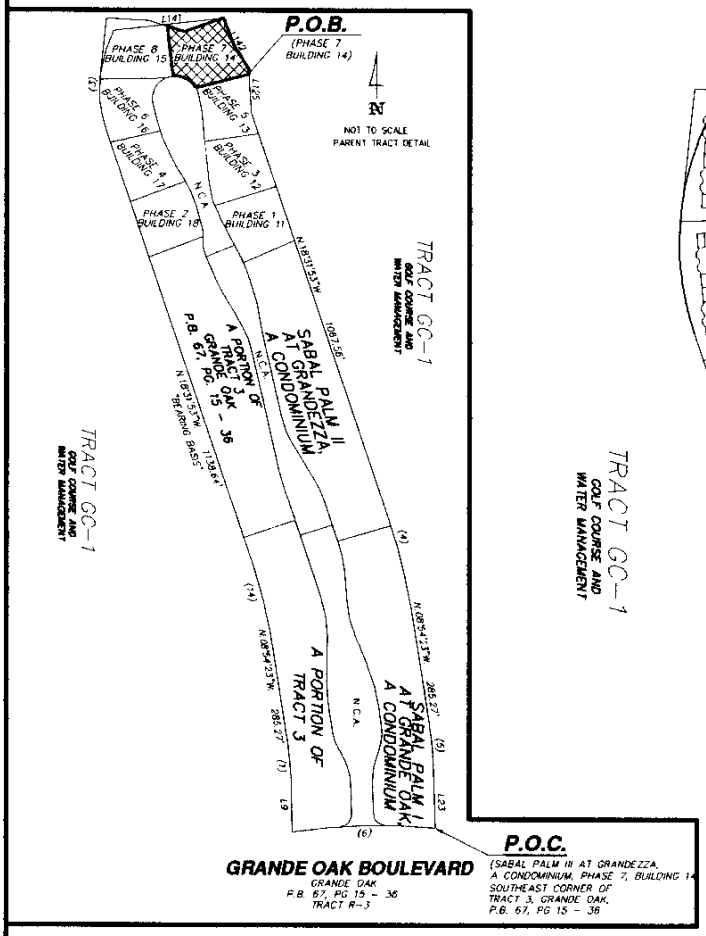
0' 25' 50' 75' 100' 125' 150' 175' 200'

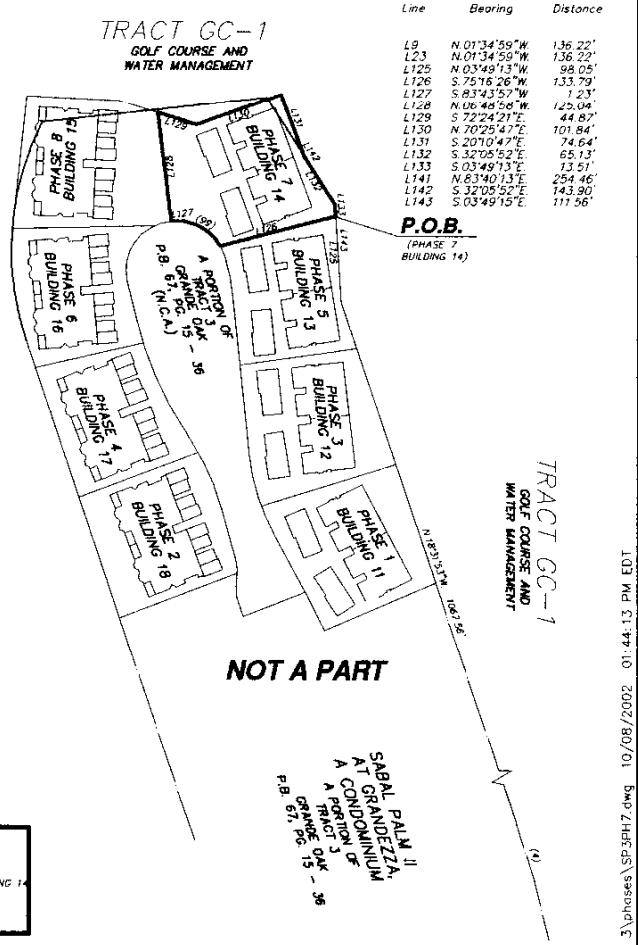
SCALE 1" = 200'

THIS EXHIBIT MAY HAVE BEEN REDUCED

LINE TABLE

Line	Bearing	Distance
L9	N.01°34'59"W.	136.22'
L23	N.01°34'59"W.	136.22'
L125	N.03°49'13"W.	98.05'
L126	S.75°16'26"W.	133.79'
L127	S.83°43'52"W.	1.23'
L128	N.06°46'58"W.	125.04'
L129	S.72°24'21"E.	44.82'
L130	N.70°25'47"E.	101.84'
L131	S.20°10'47"E.	74.64'
L132	S.32°05'52"E.	65.13'
L133	S.03°49'13"E.	13.51'
L141	N.83°40'13"E.	254.46'
L142	S.32°05'52"E.	143.90'
L143	S.03°49'15"E.	111.56'





LEGAL DESCRIPTION

SEE ATTACHED SHEETS FOR LEGAL DESCRIPTIONS

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP, L.S.#4760
BBLS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (941) 597-1315
06/15/01

NOTES:

1.) BEARINGS SHOWN HEREON REFER TO GRANDE OAK ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67 AT PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

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4.) THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE B, HAVING NO BASE FLOOD ELEVATION, PER F.I.R.M 125124 0475 B, AN UNRECORDED PANEL.

REVISION: BOUNDARY 09/26/02

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

W:\dwgs\2000\0076 grande oak tract 3\condo\condo 3\phases\SP3PH7.dwg 10/08/2002 01:44:13 PM EDT

BBLS
SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110
TELEPHONE: 941-597-1315
FAX: 941-597-5207

SABAL PALM III AT GRANDEZZA,
A CONDOMINIUM
PHASE 8
BUILDING 15

LEGAL DESCRIPTION

A PORTION OF TRACT "3", AND A PORTION OF TRACT GC-1, GRANDE OAK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67, AT PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 3; THENCE N.01°34'59"W., ALONG THE WESTERLY LINE OF SAID TRACT 3, A DISTANCE OF 136.22 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 575.00 FEET, A CENTRAL ANGLE OF 07°19'23", A CHORD BEARING OF N.05°14'41"W. AND A CHORD LENGTH OF 73.44 FEET; THENCE ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE, AN ARC LENGTH OF 73.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.08°54'23"W., ALONG SAID WESTERLY LINE, A DISTANCE OF 285.27 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 09°37'30", A CHORD BEARING OF N.13°43'08"W. AND A CHORD LENGTH OF 167.79 FEET; THENCE ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE, AN ARC LENGTH OF 167.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.18°31'53"W., ALONG SAID WESTERLY LINE, A DISTANCE OF 1138.64 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 22°34'57", A CHORD BEARING OF N.07°14'24"W. AND A CHORD LENGTH OF 127.27 FEET; THENCE ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE, AN ARC LENGTH OF 128.10 FEET TO THE END OF SAID CURVE; THENCE N.06°00'43"E., A DISTANCE OF 1.23 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED,; THENCE CONTINUE N.06°00'43"E., A DISTANCE OF 151.90 FEET; THENCE S.87°12'20"E., A DISTANCE OF 105.27 FEET; THENCE S.72°24'21"E., A DISTANCE OF 44.87 FEET; THENCE S.06°48'58"E., A DISTANCE OF 125.04 FEET; THENCE S.83°43'57"W., A DISTANCE OF 1.23 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 55.50 FEET, A CENTRAL ANGLE OF 18°17'25", A CHORD BEARING OF S.74°35'14"W. AND A CHORD LENGTH OF 17.64 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 17.72 FEET TO THE END OF SAID CURVE; THENCE S.88°47'26"W., A DISTANCE OF 160.48 FEET THE **POINT OF BEGINNING**,

PARCEL CONTAINS 0.54 ACRES, MORE OR LESS.

BEARINGS REFER TO GRANDE OAK ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67, AT PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

_____ 10/08/02
BRETT A. BISHOP, STATE OF FLORIDA, (L.S. #4760)
BBLS SURVEYORS & MAPPERS INC., (L.B. #6753)

REVISED: 10/08/02
PROOFED: _____
SP3PH8.LWP

(SEE ATTACHED SKETCH - SP3PH8.DWG)

SABAL PALM III AT GRANDEZZA, A CONDOMINIUM PHASE 8, BUILDING 15

LEGEND

L.S.	LICENSED SURVEYOR
L.B.	LICENSED BUSINESS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.B.	PLAT BOOK
PG.	PAGE
FIRM	FLOOD INSURANCE RATE MAP
N.C.A.	NEIGHBORHOOD COMMON AREA
	AREA BEING DESCRIBED

CURVE TABLE

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103	55.50'	18°17'25"	17.72'	8.93'	17.64'	S.74°35'14"W.

N

0' 25' 50' 75' 100' 125' 150' 175' 200'

SCALE 1" = 200'

THIS EXHIBIT MAY HAVE BEEN REDUCED

LINE TABLE

Line	Bearing	Distance
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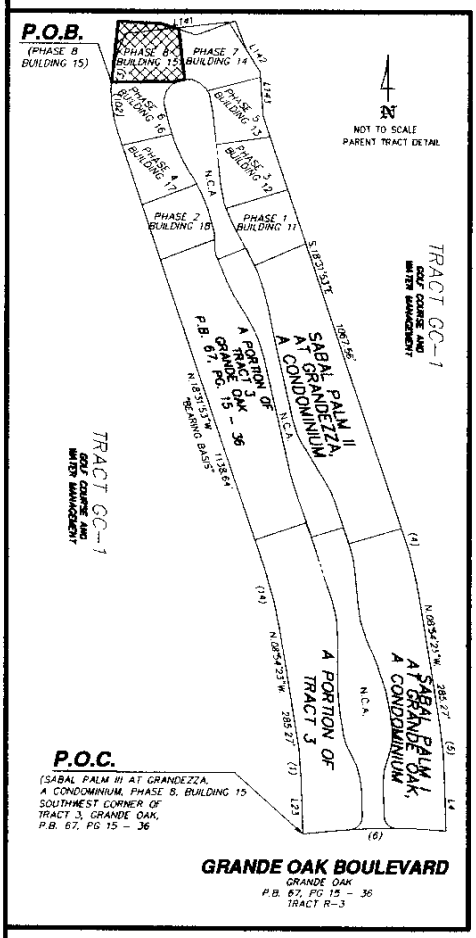
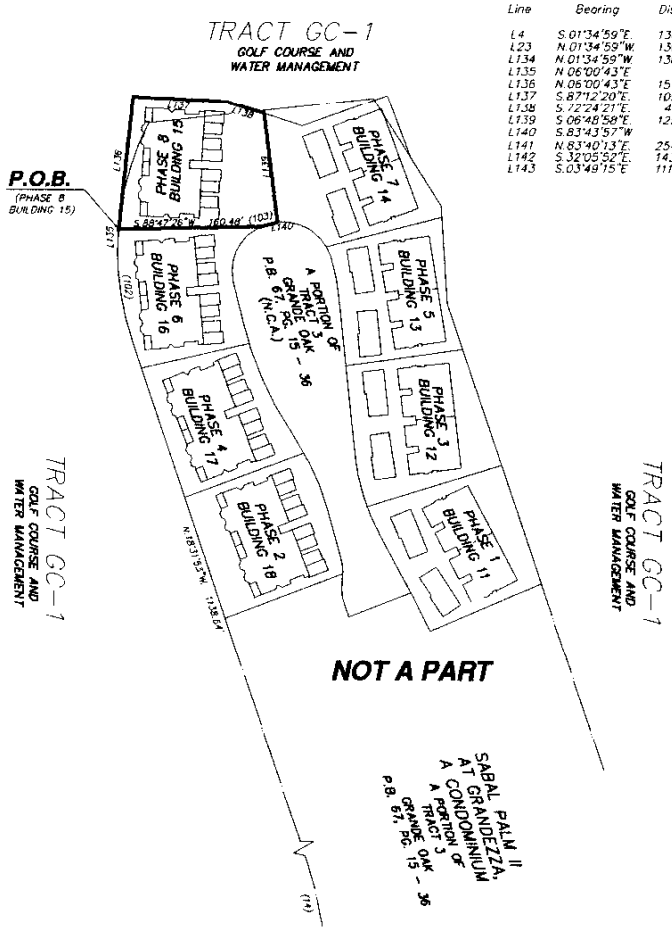
L134	N.01°34'59"W.	136.22'
L135	N.06°00'43"E.	1.23'
L136	N.06°00'43"E.	151.90'
L137	S.87°12'20"E.	105.27'
L138	S.12°24'21"E.	44.87'
L139	S.06°48'59"E.	125.04'
L140	S.83°43'57"W.	1.23'
L141	N.83°40'13"E.	254.46'
L142	S.32°05'52"E.	143.90'
L143	S.03°49'15"E.	111.56'





LEGAL DESCRIPTION

SEE ATTACHED SHEETS FOR LEGAL DESCRIPTIONS

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP, L.S. #4760
BBLS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (941) 597-1315

06/15/01

NOTES:

1.) BEARINGS SHOWN HEREON REFER TO GRANDE OAK ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 67 AT PAGES 15 THROUGH 36 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

2.) THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

3.) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

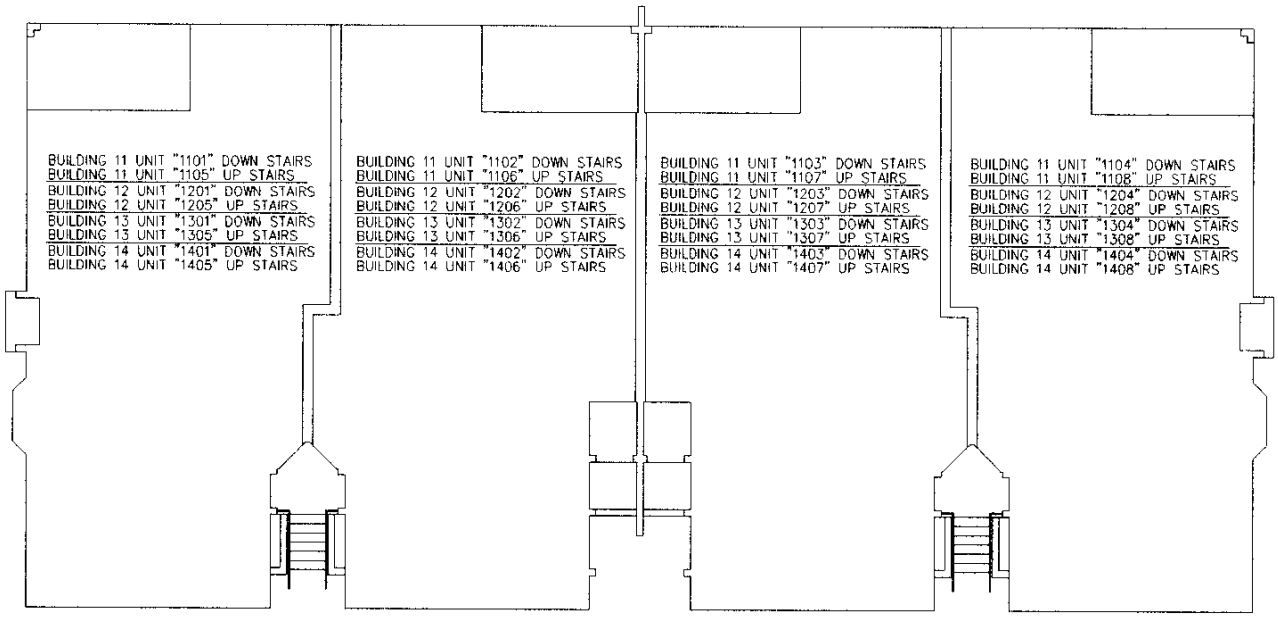
4.) THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE B, HAVING NO BASE FLOOD ELEVATION, PER F.I.R.M 125124 0475 B, AN UNRECORDED PANEL.

REVISION: BOUNDARY 10/08/02

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

W:\dwgs\2000\0076 grande oak tract 3\condo\condo 3\phases\SP3PH8.dwg 10/08/2002 02:06:26 PM EDT

SABAL PALM III AT GRANDEZZA, A CONDOMINIUM
BUILDING 11 THROUGH 14 (TYPICAL)
UNIT IDENTIFICATION PLAN
FIRST & SECOND FLOOR



NOTES:

REFER TO PLOT PLAN FOR BUILDING LOCATIONS

ALL IMPROVEMENTS ARE PROPOSED AS OF THE DATE OF THIS DRAWING

0 5 10 15 20

SCALE IN FEET

THIS EXHIBIT MAY HAVE BEEN REDUCED

THIS INSTRUMENT PREPARED BY:
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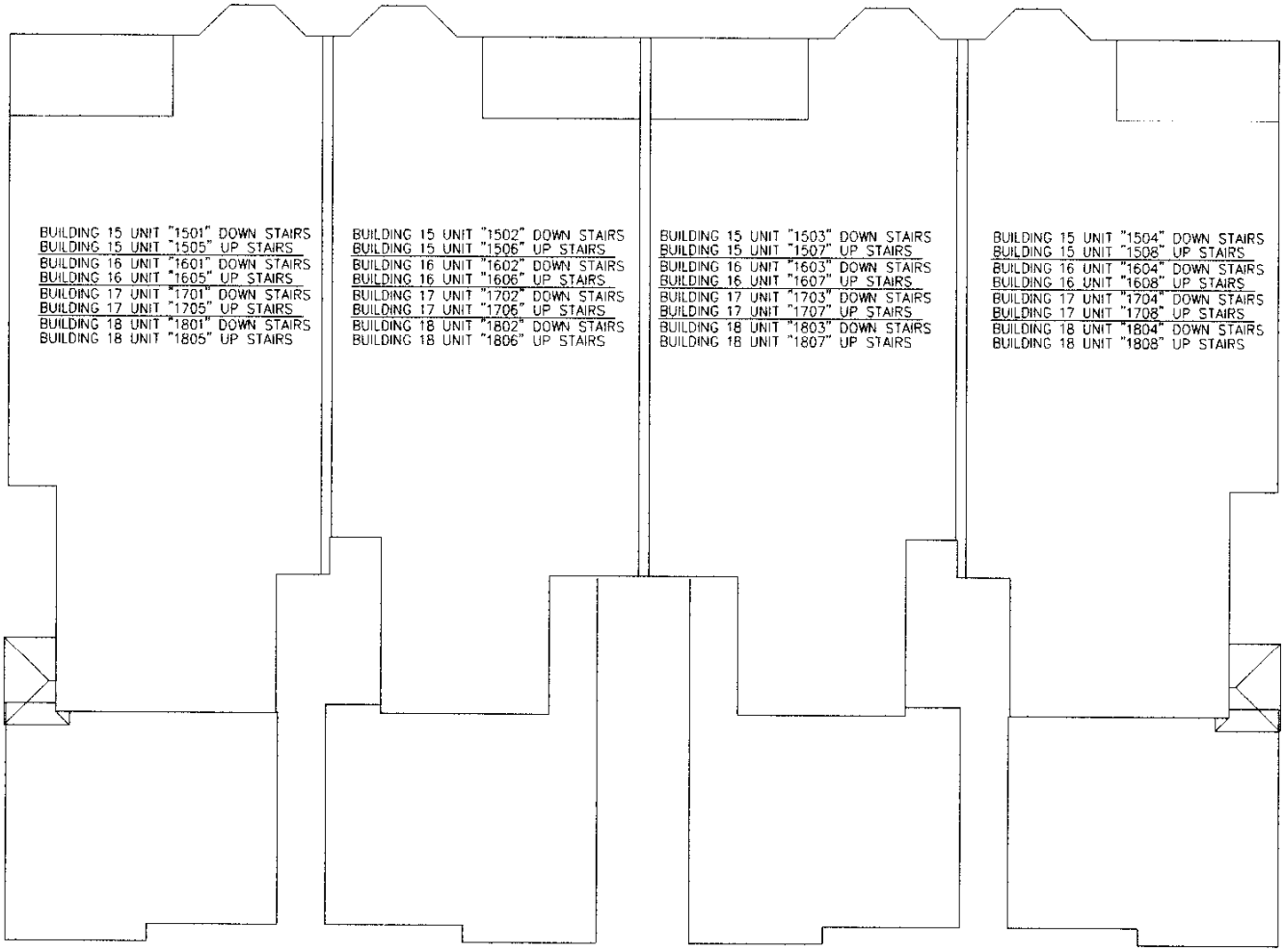
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (941) 597-1315

06/15/01

SP3UTID

SABAL PALM III AT GRANDEZZA, A CONDOMINIUM
BUILDING 15 THROUGH 18 (TYPICAL)
UNIT IDENTIFICATION PLAN
FIRST & SECOND FLOOR



NOTES:

REFER TO PLOT PLAN FOR BUILDING LOCATIONS

ALL IMPROVEMENTS ARE PROPOSED AS OF THE DATE OF THIS DRAWING

0 5 10 15 20

SCALE IN FEET

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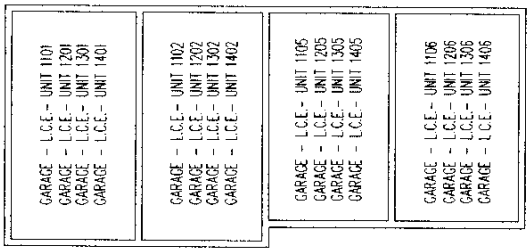
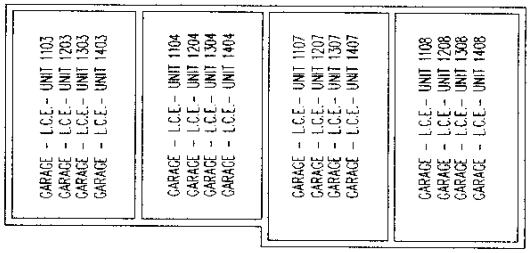
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (941) 597-1315
06/15/01

OR BOOK 03754 PAGE 1521 SHEETS

SABAL PALM III AT GRANDEZZA, A CONDOMINIUM BUILDING 11 THROUGH 14 (TYPICAL) GARAGE IDENTIFICATION PLAN





GARAGE FLOOR PLAN

NOTES:

DRIVEWAYS, GARAGES, AIR CONDITIONING AND HEATING EQUIPMENT, ENTRY PORCHES AND STAIRWAYS SERVING ONE OR MORE PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS.

REFER TO THE PLOT PLAN FOR ADDITIONAL PROPOSED IMPROVEMENTS.

ALL IMPROVEMENTS ARE PROPOSED AS OF THE DATE OF THIS DRAWING

PROPOSED IMPROVEMENTS ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES

0 5 10 15 20

SCALE IN FEET

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THIS INSTRUMENT PREPARED BY:
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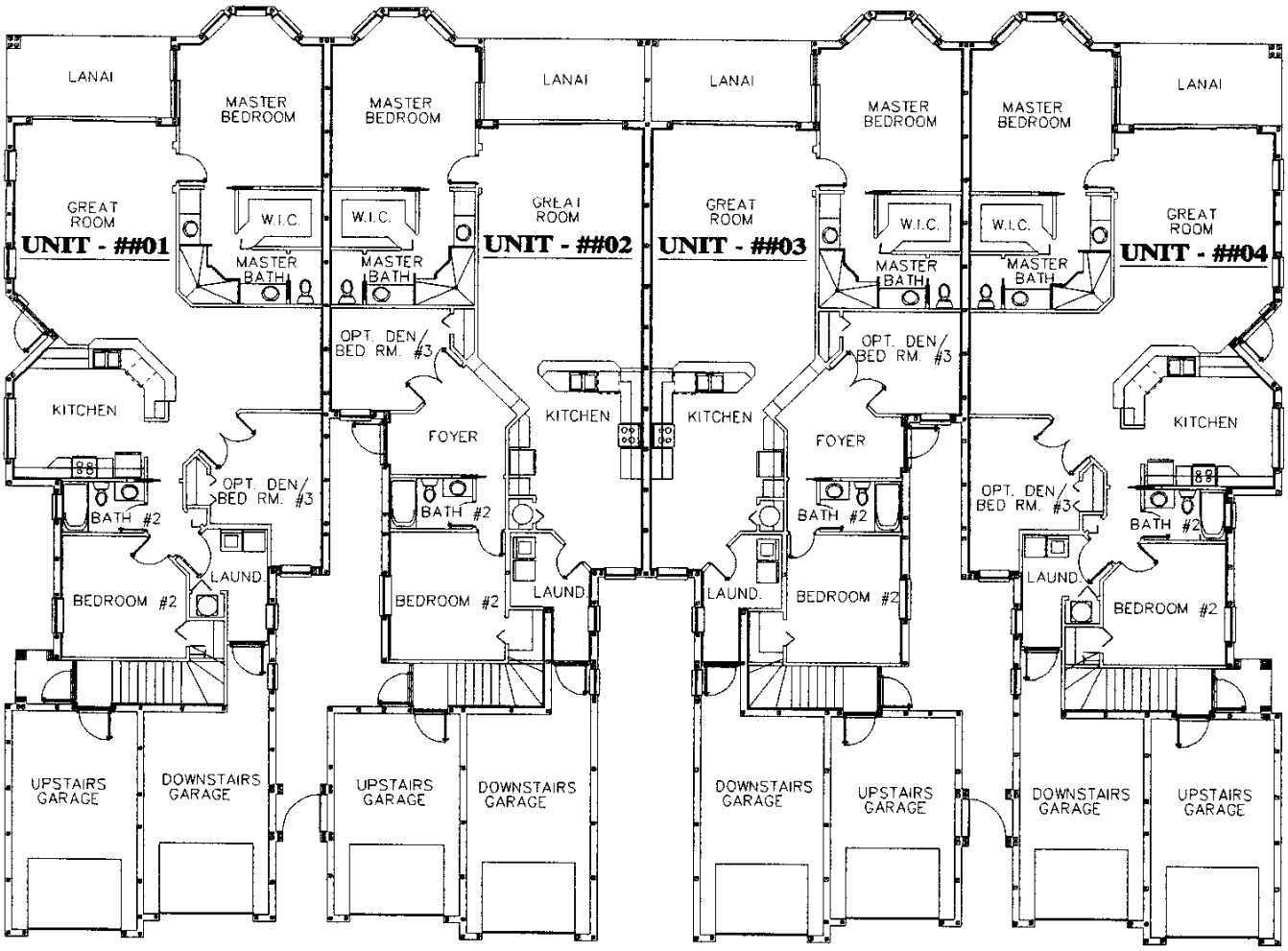
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (941) 597-1315

06/15/01

SP3GFP

SABAL PALM III AT GRANDEZZA, A CONDOMINIUM BUILDING 15 THROUGH 18 (TYPICAL)



FIRST FLOOR PLAN

0 5 10 15 20

SCALE IN FEET

THIS EXHIBIT MAY HAVE BEEN REDUCED

NOTES:

DRIVEWAYS, GARAGES, AIR CONDITIONING AND HEATING EQUIPMENT, ENTRY PORCHES AND STAIRWAYS SERVING ONE OR MORE PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS.

REFER TO THE PLOT PLAN FOR ADDITIONAL PROPOSED IMPROVEMENTS.

ARCHITECTURAL DESIGN PROVIDED BY: ALVAH BREITWEISER ARCHITECTS

ALL IMPROVEMENTS ARE PROPOSED AS OF THE DATE OF THIS DRAWING

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THIS INSTRUMENT PREPARED BY:
BBLS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (941) 597-1315

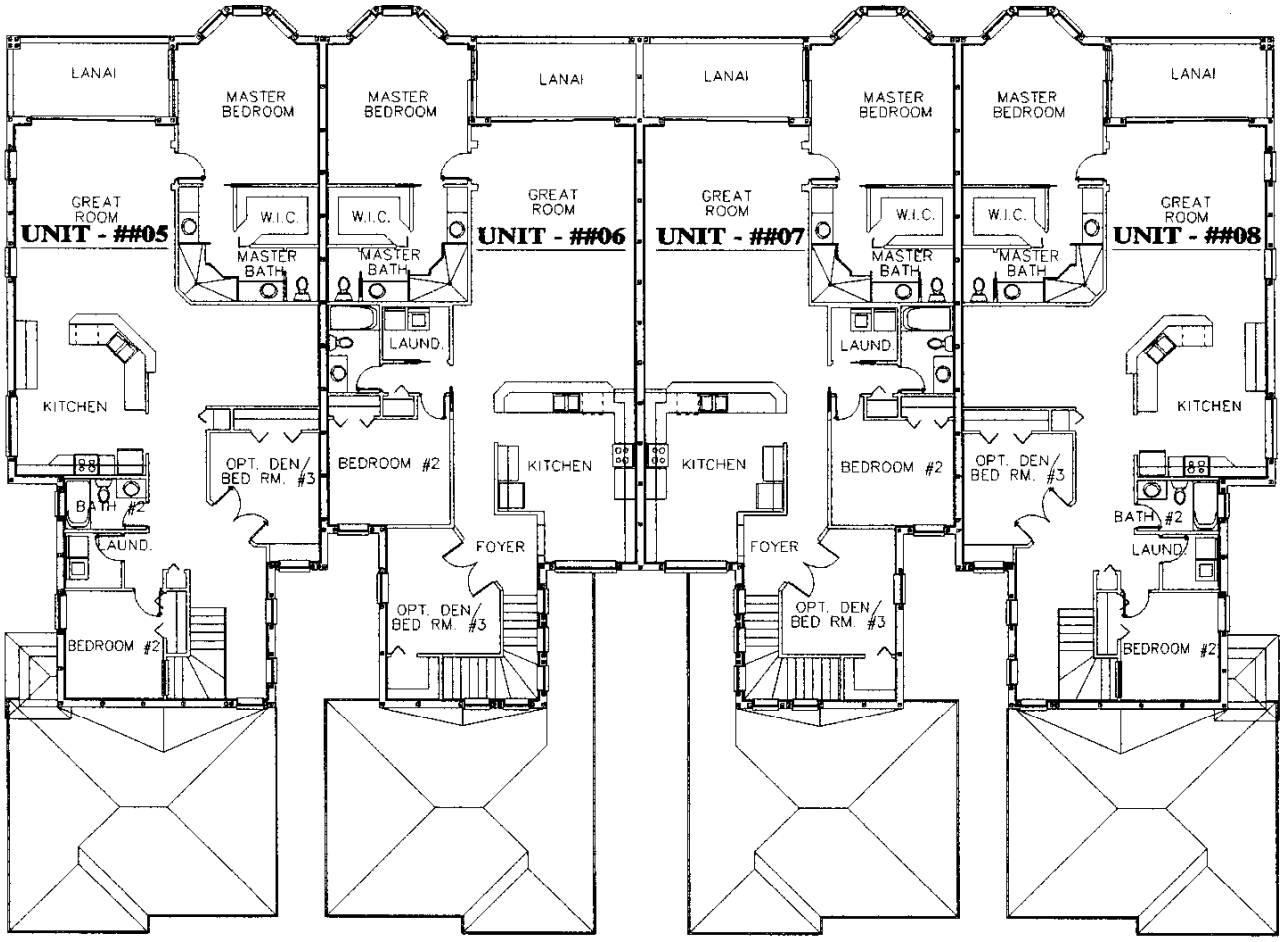
06/15/01

REVISED: FLOOR PLANS 07/19/02.

SP3A1ST

OR BOOK 03754 PAGE 1923

SABAL PALM III AT GRANDEZZA, A CONDOMINIUM
BUILDING 15 THROUGH 18 (TYPICAL)



SECOND FLOOR PLAN (OPTION - A)

0 5 10 15 20

SCALE IN FEET

THIS EXHIBIT MAY HAVE BEEN REDUCED

NOTES:

DRIVEWAYS, GARAGES, AIR CONDITIONING AND HEATING EQUIPMENT, ENTRY PORCHES AND STAIRWAYS SERVING ONE OR MORE PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS.

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ARCHITECTURAL DESIGN PROVIDED BY: ALVAH BREITWEISER ARCHITECTS

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THIS INSTRUMENT PREPARED BY:
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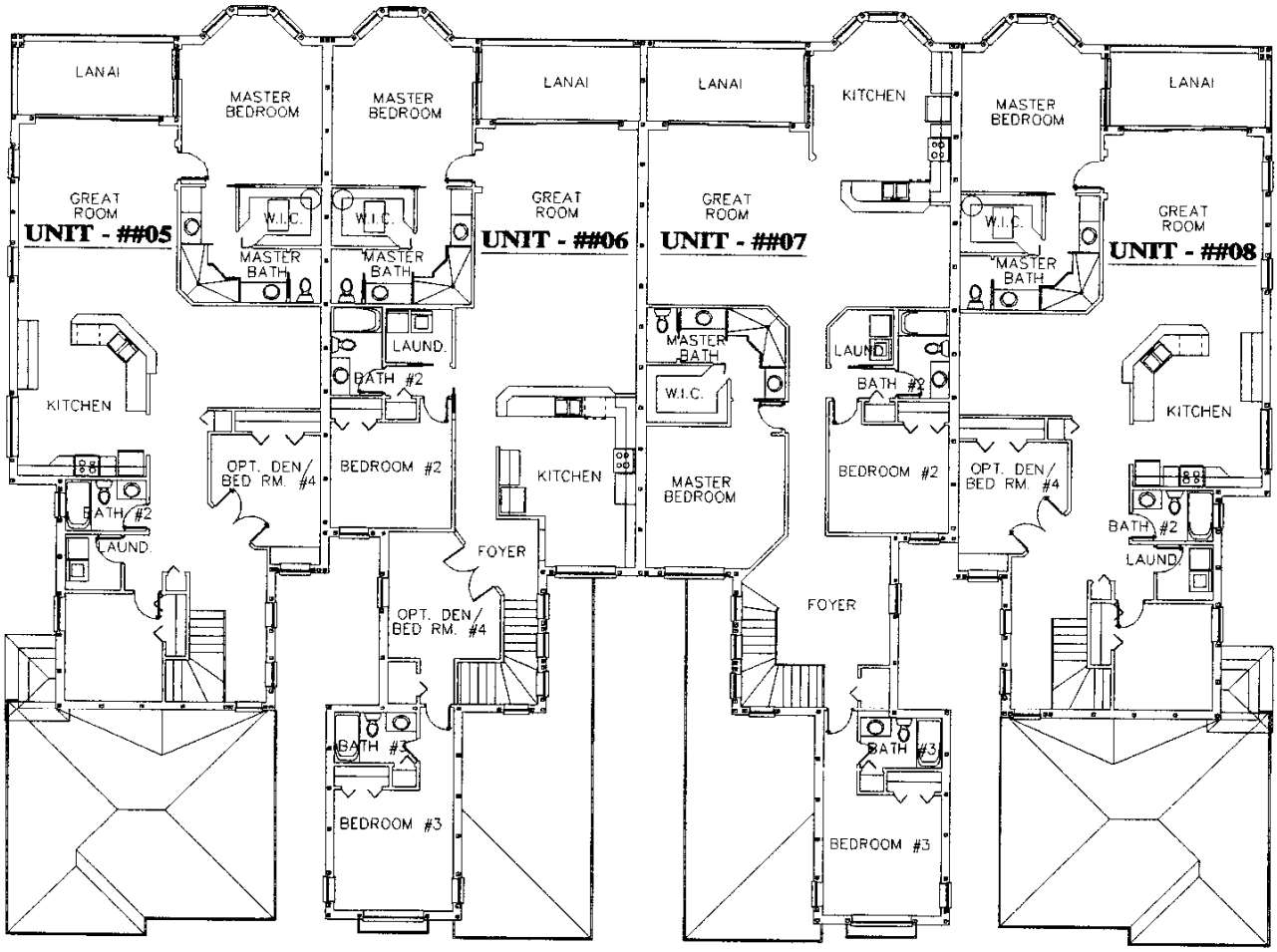
06/15/01

REVISED: FLOOR PLANS 07/19/02.
REVISED: FLOOR PLANS 10/01/02.

SP3A2ND

SABAL PALM III AT GRANDEZZA, A CONDOMINIUM
BUILDING 15 THROUGH 18 (TYPICAL) WITH OPTIONAL BONUS ROOM



SECOND FLOOR PLAN (OPTION - B)

0 5 10 15 20

SCALE IN FEET

THIS EXHIBIT MAY HAVE BEEN REDUCED

NOTES:

DRIVEWAYS, GARAGES, AIR CONDITIONING AND HEATING EQUIPMENT, ENTRY PORCHES AND STAIRWAYS SERVING ONE OR MORE PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS.

REFER TO THE PLOT PLAN FOR ADDITIONAL PROPOSED IMPROVEMENTS.

ARCHITECTURAL DESIGN PROVIDED BY: ALVAH BREITWEISER ARCHITECTS

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REVISED: FLOOR PLANS 07/19/02.
REVISED: FLOOR PLANS 10/01/02.

THIS INSTRUMENT PREPARED BY:
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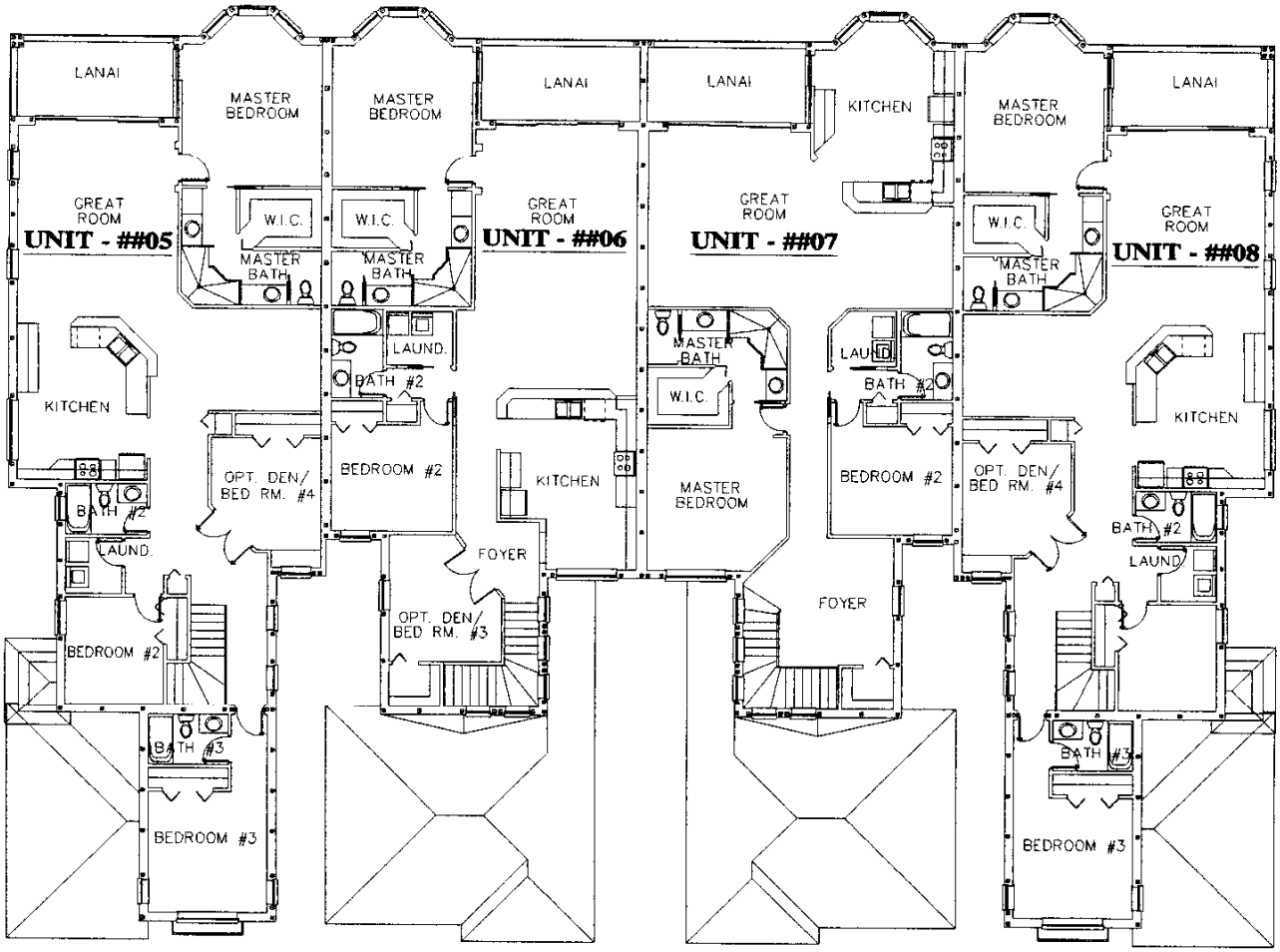
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (941) 597-1315

06/15/01

SP3A2NDOPT

SABAL PALM III AT GRANDEZZA, A CONDOMINIUM
BUILDING 15 THROUGH 18 (TYPICAL) WITH OPTIONAL BONUS ROOM



SECOND FLOOR PLAN (OPTION - C)

0 5 10 15 20

SCALE IN FEET

THIS EXHIBIT MAY HAVE BEEN REDUCED

NOTES:

DRIVEWAYS, GARAGES, AIR CONDITIONING AND HEATING EQUIPMENT, ENTRY PORCHES AND STAIRWAYS SERVING ONE OR MORE PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS.

REFER TO THE PLOT PLAN FOR ADDITIONAL PROPOSED IMPROVEMENTS.

ARCHITECTURAL DESIGN PROVIDED BY: ALVAH BREITWEISER ARCHITECTS

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THIS INSTRUMENT PREPARED BY:
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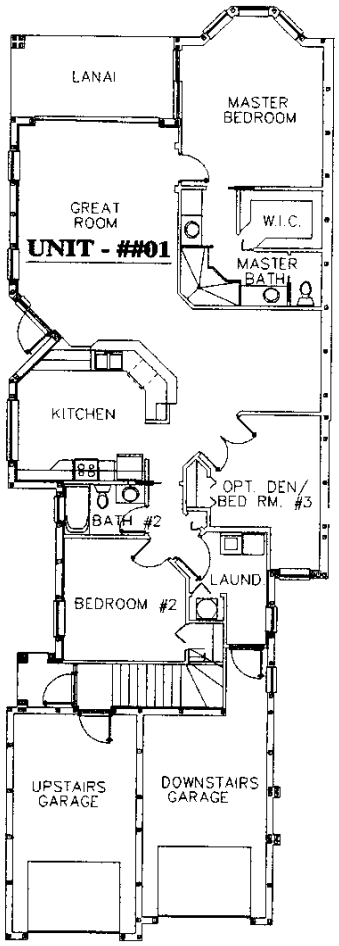
NAPLES, FLORIDA 34110 (941) 597-1315

06/15/01

REVISED: FLOOR PLANS 07/19/02
REVISED: FLOOR PLANS 10/01/02.

SP3A2NDOPT2

SABAL PALM III AT GRANDEZZA, A CONDOMINIUM BUILDING 15 THROUGH 18 (TYPICAL)



FIRST FLOOR UNIT (TYPICAL)

NOTES:

DRIVEWAYS, GARAGES, AIR CONDITIONING AND HEATING EQUIPMENT, ENTRY PORCHES AND STAIRWAYS SERVING ONE OR MORE PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS.

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ARCHITECTURAL DESIGN PROVIDED BY: ALVAH BREITWEISER ARCHITECTS

ALL IMPROVEMENTS ARE PROPOSED AS OF THE DATE OF THIS DRAWING

PROPOSED IMPROVEMENTS ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES

0 5 10 15 20

SCALE IN FEET

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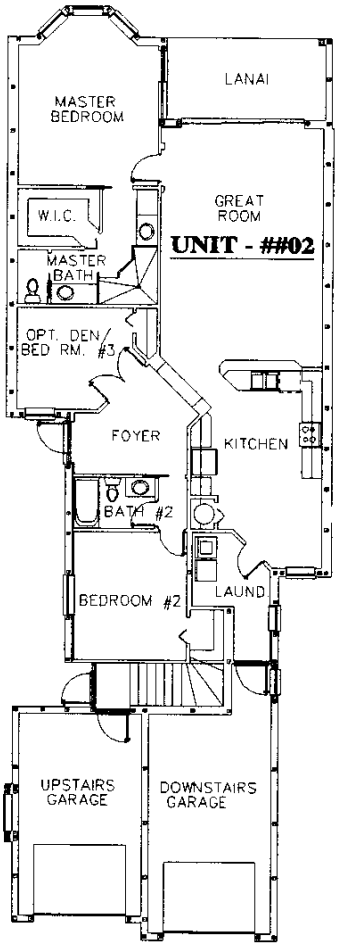
06/15/01

REVISED: FLOOR PLANS 07/19/02.

SP3ATY1

SABAL PALM III AT GRANDEZZA, A CONDOMINIUM BUILDING 15 THROUGH 18 (TYPICAL)



FIRST FLOOR UNIT (TYPICAL)

NOTES:

DRIVEWAYS, GARAGES, AIR CONDITIONING AND HEATING EQUIPMENT, ENTRY PORCHES AND STAIRWAYS SERVING ONE OR MORE PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS.

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ARCHITECTURAL DESIGN PROVIDED BY: ALVAH BREITWEISER ARCHITECTS

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0 5 10 15 20

SCALE IN FEET

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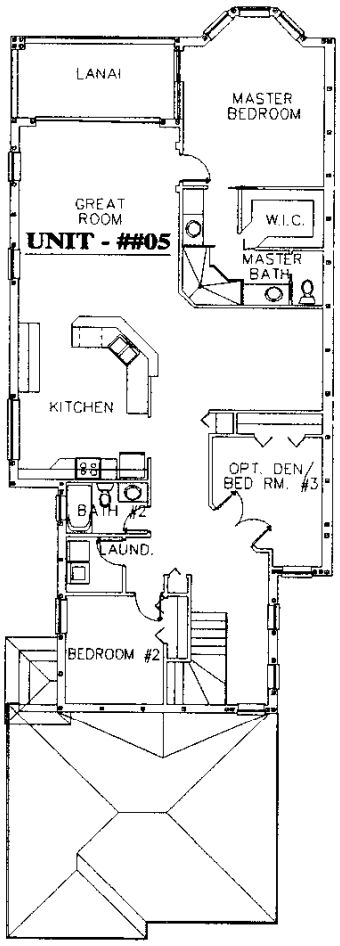
06/15/01

REVISED: FLOOR PLANS 07/19/02.

SP3ATY2

SABAL PALM III AT GRANDEZZA, A CONDOMINIUM
BUILDING 15 THROUGH 18 (TYPICAL)



SECOND FLOOR UNIT
OPTION - A & OPTION - B (TYPICAL)

NOTES:

DRIVEWAYS, GARAGES, AIR CONDITIONING AND HEATING EQUIPMENT, ENTRY PORCHES AND STAIRWAYS SERVING ONE OR MORE PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS.

REFER TO THE PLOT PLAN FOR ADDITIONAL PROPOSED IMPROVEMENTS.

ARCHITECTURAL DESIGN PROVIDED BY: ALVAH BREITWEISER ARCHITECTS

ALL IMPROVEMENTS ARE PROPOSED AS OF THE DATE OF THIS DRAWING

PROPOSED IMPROVEMENTS ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES

REVISED: FLOOR PLANS 07/19/02.
REVISED: FLOOR PLANS 10/01/02.

0 5 10 15 20

SCALE IN FEET

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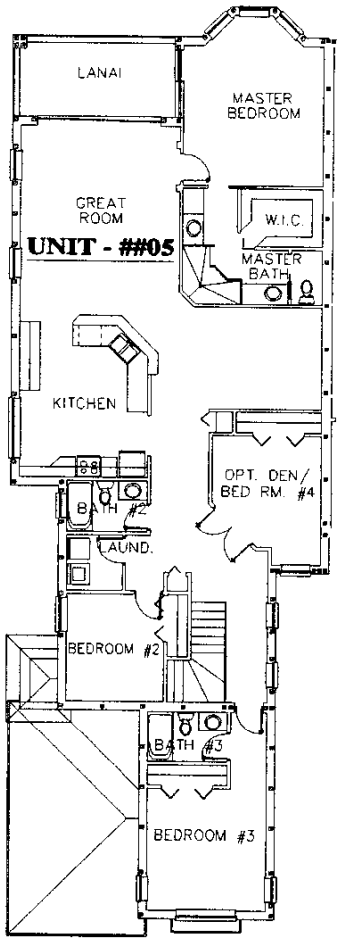
06/15/01

SP3ATY3

SABAL PALM III AT GRANDEZZA, A CONDOMINIUM
BUILDING 15 THROUGH 18 (TYPICAL) WITH OPTIONAL BONUS ROOM



SECOND FLOOR UNIT
OPTION - C (TYPICAL)

NOTES:

DRIVEWAYS, GARAGES, AIR CONDITIONING AND HEATING EQUIPMENT, ENTRY PORCHES AND STAIRWAYS SERVING ONE OR MORE PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS.

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ARCHITECTURAL DESIGN PROVIDED BY: ALVAH BREITWEISER ARCHITECTS

ALL IMPROVEMENTS ARE PROPOSED AS OF THE DATE OF THIS DRAWING

PROPOSED IMPROVEMENTS ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES

REVISED: FLOOR PLANS 07/19/02.
REVISED: 10/08/02.

0 5 10 15 20

SCALE IN FEET

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THIS INSTRUMENT PREPARED BY:
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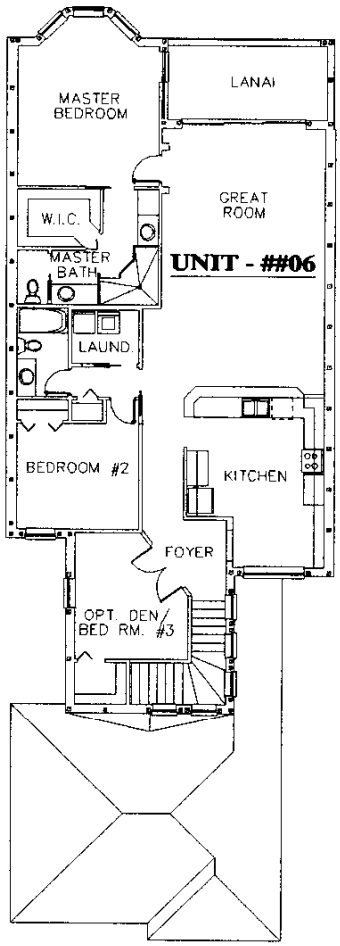
NAPLES, FLORIDA 34110 (941) 597-1315

06/15/01

SP3ATY5

SABAL PALM III AT GRANDEZZA, A CONDOMINIUM
BUILDING 15 THROUGH 18 (TYPICAL)



SECOND FLOOR UNIT
OPTION - A & OPTION - C (TYPICAL)

NOTES:

DRIVEWAYS, GARAGES, AIR CONDITIONING AND HEATING EQUIPMENT, ENTRY PORCHES AND STAIRWAYS SERVING ONE OR MORE PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS.

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ARCHITECTURAL DESIGN PROVIDED BY: ALVAH BREITWEISER ARCHITECTS

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0 5 10 15 20

SCALE IN FEET

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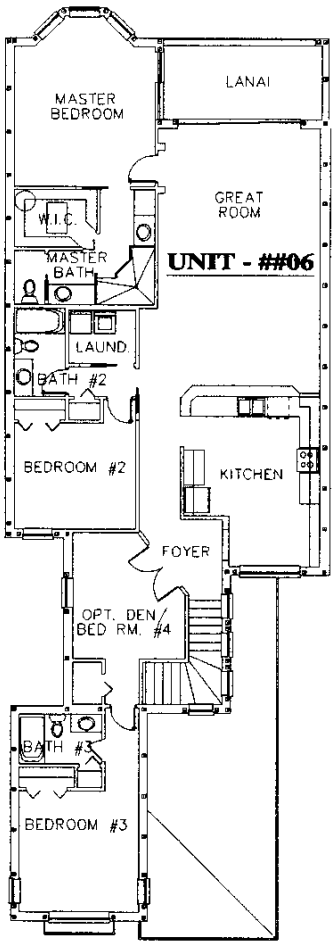
06/15/01

REVISED: FLOOR PLANS 07/19/02.

SP3ATY4

SABAL PALM III AT GRANDEZZA, A CONDOMINIUM BUILDING 15 THROUGH 18 (TYPICAL) WITH OPTIONAL BONUS ROOM



SECOND FLOOR UNIT OPTION - B (TYPICAL)

0 5 10 15 20

SCALE IN FEET

THIS EXHIBIT MAY HAVE BEEN REDUCED

NOTES:

DRIVEWAYS, GARAGES, AIR CONDITIONING AND HEATING EQUIPMENT, ENTRY PORCHES AND STAIRWAYS SERVING ONE OR MORE PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS.

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ARCHITECTURAL DESIGN PROVIDED BY: ALVAH BREITWEISER ARCHITECTS

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REVISED: FLOOR PLANS 07/19/02.

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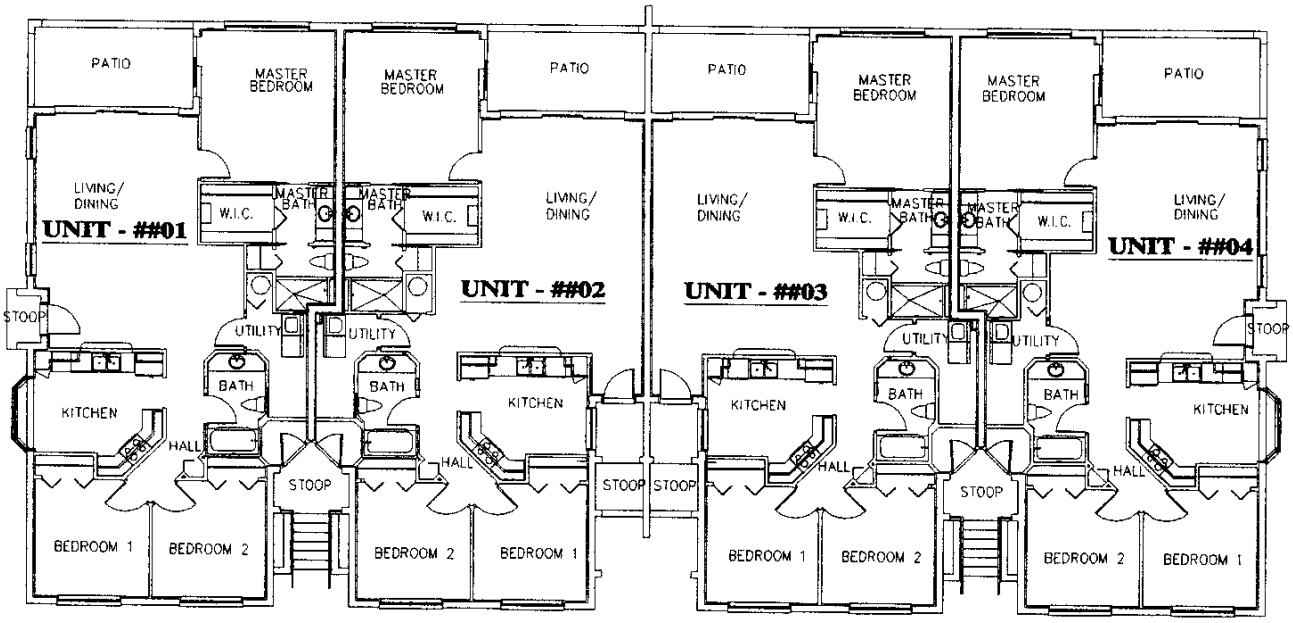
NAPLES, FLORIDA 34110 (941) 597-1315

06/15/01

SP3ATY6

SABAL PALM III AT GRANDEZZA, A CONDOMINIUM BUILDING 11 THROUGH 14 (TYPICAL)



FIRST FLOOR PLAN

NOTES:

DRIVEWAYS, GARAGES, AIR CONDITIONING AND HEATING EQUIPMENT, ENTRY PORCHES AND STAIRWAYS SERVING ONE OR MORE PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS.

REFER TO THE PLOT PLAN FOR ADDITIONAL PROPOSED IMPROVEMENTS.

ARCHITECTURAL DESIGN PROVIDED BY: FUGLEBERG KOCH ARCHITECTS

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0 5 10 15 20

SCALE IN FEET

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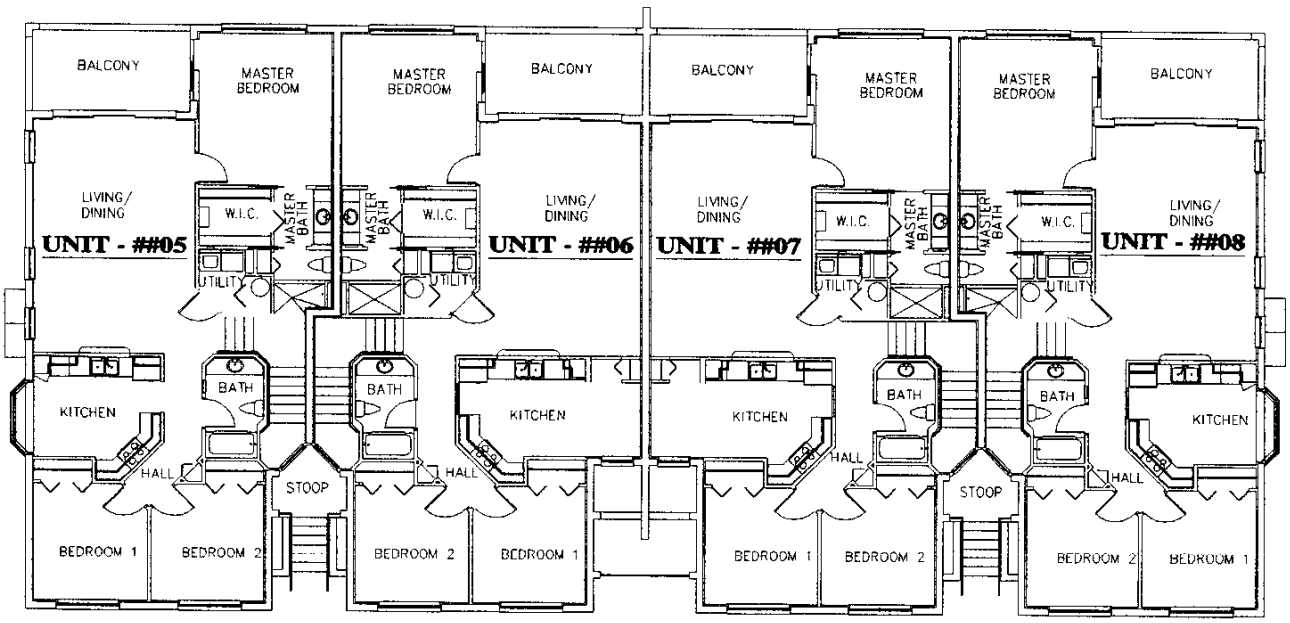
BBLS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (941) 597-1315

06/15/01

SP31ST

SABAL PALM III AT GRANDEZZA, A CONDOMINIUM BUILDING 11 THROUGH 14 (TYPICAL)



SECOND FLOOR PLAN

NOTES:

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ARCHITECTURAL DESIGN PROVIDED BY: FUGLEBERG KOCH ARCHITECTS

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0 5 10 15 20

SCALE IN FEET

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THIS INSTRUMENT PREPARED BY:
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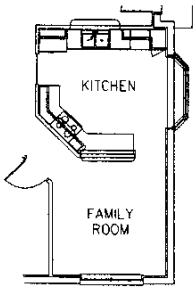
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (941) 597-1315

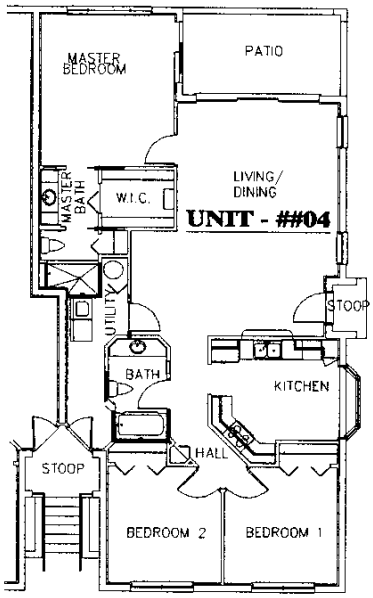
06/15/01

SP32ND

SABAL PALM III AT GRANDEZZA, A CONDOMINIUM BUILDING 11 THROUGH 14 (TYPICAL)



ALTERNATE PLAN



FIRST FLOOR UNIT TYPE A

NOTES:

DRIVEWAYS, GARAGES, AIR CONDITIONING AND HEATING EQUIPMENT, ENTRY PORCHES AND STAIRWAYS SERVING ONE OR MORE PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS.

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0 5 10 15 20

SCALE IN FEET

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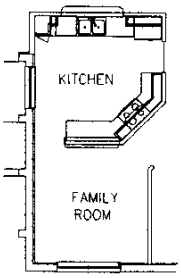
BBLS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (941)159-1315

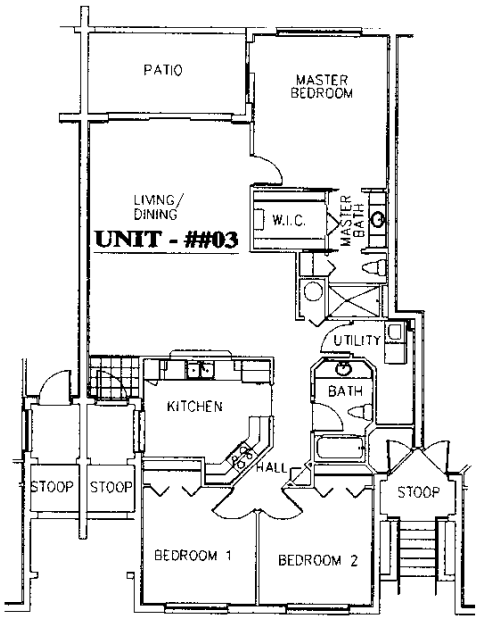
06/15/01

SP3TYA

SABAL PALM III AT GRANDEZZA, A CONDOMINIUM BUILDING 11 THROUGH 14 (TYPICAL)



ALTERNATE PLAN



FIRST FLOOR UNIT TYPE B

NOTES:

DRIVEWAYS, GARAGES, AIR CONDITIONING AND HEATING EQUIPMENT, ENTRY PORCHES AND STAIRWAYS SERVING ONE OR MORE PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS.

REFER TO THE PLOT PLAN FOR ADDITIONAL PROPOSED IMPROVEMENTS.

ARCHITECTURAL DESIGN PROVIDED BY: FUGLEBERG KOCH ARCHITECTS

ALL IMPROVEMENTS ARE PROPOSED AS OF THE DATE OF THIS DRAWING

PROPOSED IMPROVEMENTS ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES

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SCALE IN FEET

THIS EXHIBIT MAY HAVE BEEN REDUCED

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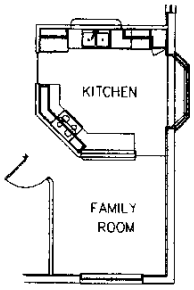
BBLS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (941) 597-1315

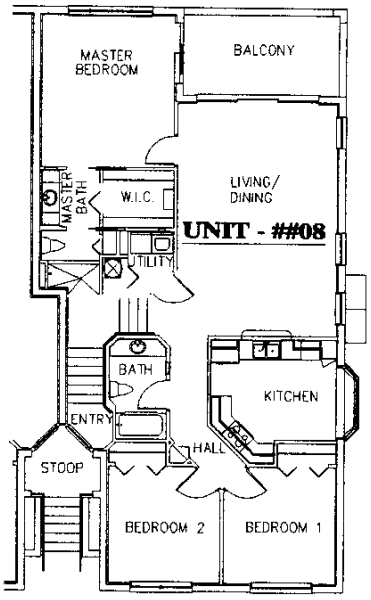
06/15/01

SP3TYB

SABAL PALM III AT GRANDEZZA, A CONDOMINIUM BUILDING 11 THROUGH 14 (TYPICAL)



ALTERNATE PLAN



SECOND FLOOR UNIT TYPE C

NOTES:

DRIVEWAYS, GARAGES, AIR CONDITIONING AND HEATING EQUIPMENT, ENTRY PORCHES AND STAIRWAYS SERVING ONE OR MORE PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS.

REFER TO THE PLOT PLAN FOR ADDITIONAL PROPOSED IMPROVEMENTS.

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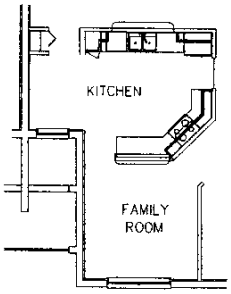

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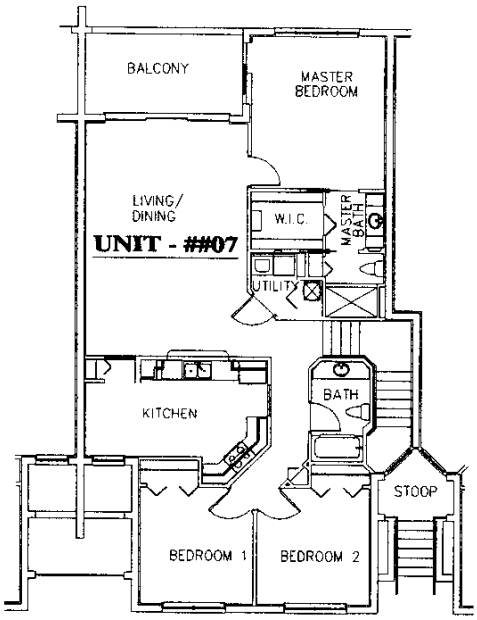

SECOND FLOOR UNIT TYPE D

NOTES:

DRIVEWAYS, GARAGES, AIR CONDITIONING AND HEATING EQUIPMENT, ENTRY PORCHES AND STAIRWAYS SERVING ONE OR MORE PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS.

REFER TO THE PLOT PLAN FOR ADDITIONAL PROPOSED IMPROVEMENTS.

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NAPLES, FLORIDA 34110 (941) 597-1315

06/15/01

OR BOOK 03754 PAGE 1938

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SABAL PALM III AT GRANDEZZA CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on September 18, 2002, as shown by the records of this office.

The document number of this corporation is N02000007133.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Eighteenth day of September, 2002

Jim Smith
Secretary of State

CR2EO22 (7-02)

Exhibit "C"

ARTICLES OF INCORPORATION
FOR
SABAL PALM III AT GRANDEZZA CONDOMINIUM ASSOCIATION, INC.

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not-for-profit and do hereby certify:

ARTICLE I

The name of the corporation, herein called the "Association," is Sabal Palm III at Grandezza Condominium Association, Inc., and the corporate office address is 9400 Gladiolus Drive, Suite 250, Fort Myers, Florida 33908.

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of Sabal Palm III at Grandezza, a Condominium, located in Lee County, Florida.

ARTICLE II

The Association is organized and shall exist upon a non-stock basis as a not-for-profit corporation under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, director or officer of the Association. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not-for-profit under the laws of the State of Florida, and as provided in these Articles, the Declaration of Condominium, the By-Laws or the Florida Condominium Act; and it shall have all the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration and as it may hereafter be amended, including, but not limited to the following:

A. To make and collect assessments against members of the Association to defray the costs, expenses and losses of the condominium, and to use the proceeds of assessments in the exercise of its powers and duties.

B. To maintain, repair, replace and operate the Condominium Property and Association Property.

C. To purchase insurance upon the Condominium Property and Association Property for the protection of the Association, its members, and their mortgagees.

D. To reconstruct improvements after casualty and to make further improvements of the property.

E. To make, amend and enforce reasonable rules and regulations governing the use of the Common Elements.

F. To approve or disapprove the transfer, mortgage, ownership and occupancy of units, as provided by the Declaration of Condominium and the By-Laws.

G. To enforce the provisions of the Condominium Act, the Declaration of Condominium, these Articles, and the By-Laws of the Association.

H. To contract for the management and maintenance of the condominium and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration of Condominium to be exercised by the Board of Directors or the membership of the Association.

I. To employ accountants, attorneys, architects, and other personnel necessary to perform the services required for proper operation of the condominium.

J. To acquire real and personal property in the name of the Association.

K. To collect assessments due from Unit Owners to the Master Association.

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws.

ARTICLE III

MEMBERSHIP:

A. The members of the Association shall consist of all record owners of a fee simple interest in one or more units in the condominium, and as further provided in the By-Laws; after termination of the condominium, the members shall consist of those who are members at the time of such termination.

B. After receiving approval of the Association as required by the Declaration of Condominium, change of membership shall be established by recording in the Public Records of Lee County, Florida, a deed or other instrument and by the delivery to the Association of a copy of such instrument.

C. The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner, except as an appurtenance to his unit.

D. The owners of each unit, collectively, shall be entitled to one vote in Association matters as set forth in the Declaration of Condominium and By-Laws. The manner of exercising voting rights shall be as set forth in the By-Laws.

ARTICLE IV

TERM: The term of the Association shall be perpetual.

ARTICLE V

BY-LAWS: The By-Laws of the Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VI

AMENDMENTS: Except as otherwise provided by Florida law, these Articles of Incorporation may be amended by vote of a majority of the voting interest at any annual or special meeting, or by approval in writing of the owners of a majority of the units without a meeting, provided that notice of any proposed amendment has been given to the members of the Association, and that the notice contains a copy of the proposed Amendment.

An amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of Lee County, Florida.

ARTICLE VII

DIRECTORS AND OFFICERS:

A. The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the By-Laws, but not less than three (3) Directors, initially appointed by the Developer, and in the absence of such determination shall consist of three (3) Directors. Except for Directors appointed by the Developer, all Directors must be members of the Association.

B. Directors of the Association shall be elected by the members in the manner determined by the By-Laws. Directors may be removed, and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

C. The business of the Association shall be conducted by the Officers designated in the By-Laws. The Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board.

ARTICLE VIII

INCORPORATOR:

The name and address of the Incorporator is:

C. Perry Peeples

5551 Ridgewood Drive, Suite 101
Naples, Florida 34108

ARTICLE IX

INITIAL DIRECTORS

The initial Directors of the Association and their addresses shall be:

Kerry Trowbridge	9400 Gladiolus Drive, Suite 250 Fort Myers, Florida 33908
Vince Gullo	9400 Gladiolus Drive, Suite 250 Fort Myers, Florida 33908
David Knizner	9400 Gladiolus Drive, Suite 250 Fort Myers, Florida 33908

ARTICLE X

INITIAL REGISTERED AGENT:

The initial registered office of the Association shall be at:

5551 Ridgewood Drive, Suite 101
Naples, Florida 34108

The Initial Registered Agent at said address shall be:

C. PERRY PEEPLES

ARTICLE XI

INDEMNIFICATION:

The Association shall indemnify every Director and every Officer of the Association against all expenses and liabilities, including attorney's fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or Officer of the Association. The foregoing right of indemnification shall not apply to:

A. Gross negligence or willful misconduct in office by any Director or Officer.

B. Any criminal action, unless the Director or Officer acted in good faith and in a manner he reasonably believed was in, not opposed to, the best interest of the Association, and had no reasonable cause to believe his action was unlawful.

To the extent that a Director or Officer has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Subsection (1) or Subsection (2), or in

defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

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

WHEREFORE, the Incorporator has caused these presents to be executed this 17th day of September, 2002.

C. PERRY PEEPLES

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 17th day of September, 2002, by C. Perry Peeples, as Incorporator, who is personally known to me.

Notary Public
Printed Name: Judith P. Watkevich

(Seal)

My Commission Expires: 5/29/04

JUDITH P. WATKEVICH
MY COMMISSION # CC 932816
EXPIRES: May 29, 2004
Bonded Thru Notary Public Underwriters

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for Sabal Palm III at Grandezza Condominium Association, Inc., at the place designated in these Articles of Incorporation, I hereby accept the appointment to act in this capacity and agree to comply with the laws of the State of Florida in keeping open said office.

C. PERRY PEEPLES

Dated: 9/17/02

FILED
02 SEP 18 PM 2:39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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BY-LAWS
OF
SABAL PALM III AT GRANDEZZA CONDOMINIUM ASSOCIATION, INC.
A NOT-FOR-PROFIT CORPORATION

ARTICLE I
NAME, LOCATION AND DEFINITIONS

The name of thc corporation , a Florida corporation, not-for-profit, hereafter referred to as the "Association." The principal office of the corporation shall be located at 9400 Gladiolus Drive, Suite 250, Fort Myers, Florida 33908; but, meetings of Members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

The terms used in these By-Laws shall have the meanings as provided in the Declaration of Condominium of Sabal Palm III at Grandezza , a Condominium.

ARTICLE II
MEMBERS AND MEETINGS OF MEMBERS

Section 1. Qualification. Every person or entity who is a record fee simple Owner of a Condominium Unit, including Declarant, at all times as long as it owns all or any part of the property subject to this Declaration, shall be a member of the Association provided, however, that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a Member. If an Owner is not a natural person, then the Owner shall designate a natural person who shall be the "Primary Occupant," and such natural person shall exercise that Unit's membership rights. Membership shall be appurtenant to, and may not be separated from, ownership of any Unit that is subject to Assessment. When any Unit is owned of record by more than one person or other legal entity, all such persons or entities shall be Members.

Section 2. Voting Rights. The Members shall be entitled to one (1) vote for each Unit owned by them. The total votes shall not exceed the total number of Units. The vote of a Unit shall not be divisible. The right to vote may not be denied because of delinquent Assessments. If a Condominium Unit is owned by one natural person, his right to vote shall be established by the record title to the Unit. If a Unit is owned jointly by two or more natural persons, that Unit's vote may be cast by any Owner present at the meeting at which the vote is taken. If two or more Owners are present and cannot agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the Owner is not a natural person, the vote of that Unit shall be cast by the Unit's Primary Occupant, designated as set forth in Section 1 above.

A majority of votes cast in person or by proxy shall be sufficient for corporate action, except where provided otherwise in these By-Laws, the Articles, or the Declaration.

Exhibit "D"

Section 3. Change in Membership. A change in membership in the Association shall be established by the recording in the Public Records of Lee County, Florida, a deed or other instrument establishing a record title to a Unit. Thereupon, the grantee in such instrument will become a Member of the Association, and the membership of the prior Owner shall thereby be automatically terminated. Upon such transfer of title, the transferee shall notify the Association of such transfer and provide to the Association an address to which all notices and correspondence should be sent. If the transferee fails to provide such an address, the Association shall mail or deliver all notices and correspondence to the transferee at the address of the Unit.

Section 4. Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

Section 5. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held at a date and time as may be determined by the Board each year thereafter.

Section 6. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of ten percent (10%) of the Members who are entitled to vote.

Section 7. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by mailing or hand delivering a copy of such notice, postage prepaid, at least fourteen (14) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and shall include an agenda. The notice shall also be posted in a conspicuous place on the Condominium Property or Association Property at least fourteen (14) continuous days preceding the meeting, unless there is no Condominium Property or Association Property upon which to post a notice.

Section 8. Quorum. The presence at the meeting of at least one-half of the Members entitled to vote in person or by proxy shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, until a quorum as aforesaid shall be present or be represented.

Section 9. Proxies. At all meetings of Members, each Member may vote in person or by limited proxy, except in the election of the Board of Directors. All proxies shall be in writing and filed with the Secretary. Any proxy given shall be effective only for the specific meeting for which it was originally given and any lawfully adjourned meetings thereof. Every proxy shall be

revocable and shall automatically cease upon conveyance by the Member of his Unit. In no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

Section 10. Adjourned Meetings. If a quorum is not present at any duly called meeting of the Members, the majority of the voting interests present shall adjourn the meeting to a later date when a quorum may be obtained. When a meeting is adjourned, notice of the time and place of its continuance shall be given, as provided in Section 7 therein.

Section 11. Order of Business. The order of business at Members' meetings shall be substantially as follows:

A. Collection of ballots not yet cast.

B. Call of the roll and certification of quorum and proxies.

C. Proof of notice of meeting or waiver of notice.

D. Reading and disposal of any unapproved minutes.

E. Reports of Officers.

F. Reports of Committees.

G. Election of Directors.

H. Unfinished Business.

I. New Business.

J. Adjournment.

Section 12. Minutes. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by Members, or their authorized representatives, and Board members at all reasonable times and for a period of seven (7) years after the meeting.

Section 13. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the law or with the Declaration of Condominium or these By-Laws.

Section 14. Action by Members Without Meeting. Any action required or permitted to be taken at a meeting of the Members (except the annual meeting and a meeting at which a vote is taken to waive or fund reserves) may be taken without a meeting if written consents, setting forth the action to be taken, are signed by the Members having not less than the minimum number of votes that would be necessary to take such action at a meeting, or a majority of the total votes of the entire membership, whichever is greater. Upon receiving the requisite number of written consents, the Board of Directors may take the authorized action upon adopting a resolution to that effect. Within ten (10) days after adopting the resolution, the Board shall send written notice of the action taken to all Members who have not consented in writing. Nothing in

this paragraph shall be construed in derogation of Members' rights to call a special meeting of the membership, as elsewhere provided in these By-Laws.

ARTICLE III
BOARD OF DIRECTORS: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of at least three (3) directors initially appointed by the Developer. The number of Board members may be amended by a resolution of the Board of Directors.

Section 2. Term of Office. Each director elected by the Members shall hold office for a term of one (1) year.

Section 3. Removal.

A. Directors elected or appointed by Owners other than the Developer may be removed from the Board, with or without cause, by a majority vote of the Owners other than the Developer, in person or by limited proxy. For the purposes of establishing percentages of voting interests, and establishing a quorum, only Units owned by Owners other than the Developer shall be counted.

B. Directors elected or appointed by the Developer may be removed from the Board, with or without cause, only by the Developer.

Section 4. Replacement.

A. If a vacancy occurs on the Board of Directors as a result of a recall by Owners and less than a majority of the Members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors. If vacancies occur on the Board of Directors as a result of a recall by Owners and a majority or more of the Members are removed, the vacancies shall be filled pursuant to Chapter 718 of the Florida Statutes.

B. Subject to the provisions of Article III of these By-Laws, a vacancy in the Board previously occupied by an appointee of the Developer shall be filled as follows: The Developer shall appoint a replacement who shall act as a Developer-appointed Board member until the next annual meeting. Announcement of such replacement shall be made by the Developer in writing to the Board of Directors. A vacancy, other than as a result of a recall, on the Board previously occupied by a Board member elected or appointed by Owners other than the Developer shall be filled as follows: Only the Owners other than the Developer may vote to fill said vacancy. In which case, at least twenty percent (20%) of the Unit Owners other than the Developer must cast a ballot in order to have a valid election. Elections shall be decided by a plurality of those ballots cast.

Section 5. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE IV
ELECTION OF DIRECTORS

Section 1. Notice and Election. The Board of Directors shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board of Directors in general elections. However, limited proxies may be used to fill vacancies caused by recall. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing, or included in another Association mailing or delivery including regularly published newsletters, to each Owner entitled to vote, a first notice of the date of the election. Any Owner or other eligible person desiring to be a candidate for the Board of Directors must give written notice to the Association not less than forty (40) days before a scheduled election. Together with the written notice and agenda as set forth in Article II(7), the Association shall mail or deliver a second notice of the election to all Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, not larger than 8½ inches by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors. No Owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. Any Owner violating this provision may be fined by the Association in accordance with Chapter 718 of the Florida Statutes. The regular election shall occur on the date of the annual meeting and shall be by secret ballot. Notwithstanding the provisions of this paragraph, an election and balloting are not required, unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

ARTICLE V
MEETINGS OF DIRECTORS AND COMMITTEES

Section 1. Meetings. Meetings of the Board of Directors, and any committee thereof, at which a quorum of the members of that committee are present shall be open to all Unit Owners. Any Owner may tape record or videotape meetings of the Board of Directors. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Association shall adopt reasonable rules governing the tape recording and videotaping of the meeting and the frequency, duration, and manner of Owner statements.

Section 2. Notice. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority, plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. However, written notice of any meeting at which non-emergency special Assessments, or at which amendment to rules regarding Unit use will be considered, shall be mailed or delivered to the Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. Evidence of

compliance with this fourteen (14)-day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. Upon notice to the Owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property or Association Property upon which all notices of Board meetings shall be posted. If there is no Condominium Property or Association Property upon which notices can be posted, notices of Board meetings shall be mailed or delivered at least fourteen (14) days before the meeting to the Owner of each Unit. Notice of any meeting in which regular Assessments against Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Power. The Board of Directors shall have power to:

A. Adopt and publish rules and regulations governing the use of the Common Elements and facilities, and the personal conduct of the Members, tenants and their Guests thereon, and to establish penalties and fines for the infraction thereof;

B. Exercise for the Association all powers, duties and authorities vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration of Condominium;

C. Call a special meeting to submit to a vote of the Members the recall of any member of the Board of Directors, when such director shall be absent for three (3) consecutive regular meetings of the Board of Directors;

D. Employ a manager, an independent contractor, or such employees as they may deem necessary, and to prescribe their duties; and

E. Appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Association, and as proscribed by these By-Laws and the Declaration.

Section 2. Duties. It shall be the duty of the Board of Directors to:

A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-tenth (1/10) of the Members who are entitled to vote.

B. Supervise all officers, agents and employees of this Association and to see that their duties are properly performed.

C. As more fully provided in the Declaration to: (1) fix the amount of the annual Assessment against each Unit at least thirty (30) days in advance of each annual Assessment period; (2) send written notice of each Assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual Assessment period; and (3) foreclose the lien against any property for which Assessments are not paid (but not earlier than thirty (30) days after the Association has furnished written notice to such Unit Owner of its intention to foreclose its lien), or to bring an action at law against the Owner personally obligated to pay the same.

D. Issue, or to cause an appropriate officer to issue, upon demand by a person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment.

E. Procure and maintain adequate liability, hazard, and other types of insurance on property owned or maintained by the Association.

F. Cause all officers or employees having fiscal responsibilities to be bonded, as and if they may deem appropriate and as required by law.

G. Cause the Common Elements to be maintained.

H. Prepare the annual budget.

I. Respond to an Owner's written inquiry that has been delivered by certified mail, within thirty (30) days of the inquiry. The Board of Directors shall give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division.

J. Perform or act upon anything else required by law.

ARTICLE VII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may, from time to time, by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and shall hold office for one (1) year, unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers, as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice, or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

A. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, and shall sign all leases, mortgages, deeds and other written instruments, promissory notes and checks.

VICE-PRESIDENT

B. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

C. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board and of Members, keep appropriate current records showing the Members of the Association, together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

D. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all promissory notes of the Association, keep proper books of account, and shall prepare an annual budget and a statement of income and expenditures to be presented to the Board and deliver a copy of each to the Members.

ARTICLE VIII
BOOKS AND RECORDS

Section 1. Inspection by Members. The official records of the Association are open to inspection by any Member, or the authorized representative of such Member, at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Member. The Association may adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying. The Association shall maintain an adequate number of copies of the Declaration, Articles of Incorporation, By-Laws and Rules, and all amendments to each of the foregoing, as well as the Question and Answer Sheet and year-end financial information required by Chapter 718 of the Florida Statutes, on the Condominium Property to ensure their availability to Owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the same.

ARTICLE IX
FISCAL MATTERS AND ASSESSMENTS

Section 1. Assessments. As more fully provided in the Declaration, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which the Assessment is made. Assessments shall be paid not less frequently than quarterly in the discretion of the Board. Assessments shall be collected against Owners in the proportions as provided in the Declaration. Any Assessments that are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the date of delinquency at the highest rate as allowed by law. In addition, the Association may charge an administrative late fee, not to exceed the greater of $25.00 or five percent (5%) of each delinquent installment. Payments on account of delinquent Assessments shall first be applied to interest, then to late fees, then to costs and attorneys' fees, and then to the delinquent payment. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Unit, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Elements or abandonment of his Condominium Unit.

Section 2. Bank Accounts. The Association shall maintain its accounts in such financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

Section 3. Budget. The Board of Directors shall, prior to the end of the fiscal year, adopt an annual budget for Common Expenses for the next fiscal year. At least fourteen (14) days prior to such a meeting, the Board shall mail or hand deliver to each Owner, at the address last furnished to the Association by the Owner, a notice of such meeting and a copy of the proposed annual budget. An officer or manager of the Association, or other person providing

notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement, and such affidavit shall be filed among the official records of the Association.

Section 4. Reserves for Capital Expenditures and Maintenance. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing, and for any other item for which the deferred maintenance expense or replacement cost exceeds $10,000. The amount to be reserved shall be computed by a formula based upon estimated remaining useful life and estimated replacement cost of each item, and such formula shall be set forth in the proposed budget. These reserves shall be funded, unless the Members subsequently determine by majority at a duly called meeting to fund no reserves or less than adequate reserves for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the Owners, as required above. However, prior to turnover of control of the Association by the Developer to Owners other than a Developer, the Developer may vote to waive the reserves or reduce the funding of reserves for the first two fiscal years of the operation of the Association, beginning with the year in which the Declaration is recorded, after which time reserves may only be waived or reduced for each fiscal year upon the vote of a majority of non-developer voting interests present in person or by limited proxy at a duly called meeting of the Association. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures, unless their use for other purposes is approved in advance by a majority vote at a duly called meeting of the Association. Prior to turnover of control of the Association to Owners other than the Developer, the Association shall not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of all non-developer voting interests, voting in person or by proxy at a duly called meeting of the Association.

Section 5. General Maintenance Reserves. In addition to the statutory reserves provided above, or in place of them if the Members so vote, the Board may establish one or more additional reserve accounts for general operating expenses, repairs, minor improvements or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for special Assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual operating budget each year. These funds may be spent for any purpose approved by the Board.

Section 6. Fidelity Bonds. The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association. As used in this section, the term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks, and the President, Secretary and Treasurer of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The Association shall bear the cost of bonding.

Section 7. Financial Information. Within ninety (90) days following the end of the fiscal or calendar year, or annually on such date as is otherwise provided in the By-Laws of the Association, the Board of Administration of the Association shall complete the financial report of actual receipts and expenditures for the previous twelve (12) months, or a complete set of

financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting principles, and as required by Chapter 718 of the Florida Statutes. Within 21 days after the financial report is completed or received by the Association from a third party, the Association shall furnish the Unit Owners with copies of the report, or a notice that a copy of the report will be mailed or hand delivered to the Unit Owners, without charge upon a written request from the Owner (s).

Section 8. Commingling. All funds shall be maintained separately in the Association's name. Reserve and operating funds of the Association shall not be commingled, except for investment purposes. No manager or business entity required to be licensed or registered under Chapter 468.432 of the Florida Statutes, and no agent, employee, officer, or director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in Chapter 468.431 of the Florida Statutes.

Section 9. Application of Payments. All payments on account by a Owner shall be applied first to interest, then to any administrative late fee, then to costs and attorneys' fees incurred in collection and then to the delinquent Assessment.

Section 10. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be levied upon an Owner for failure of an Owner, his tenants, Family, Guests, invitees, or employees to comply herewith or with any rules or regulations provided the following procedures are followed:

A. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of Owners after reasonable notice of not less than fourteen (14) days, and the notice shall include:

(1) A statement of the date, time and place of the hearing;

(2) A statement of the provisions of the Declaration, By-Laws or Rules which have allegedly been violated; and

(3) A short and plain statement of the matters asserted by the Association.

B. The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. If the committee does not agree with the fine, the fine may not be levied.

C. Penalties. The Board of Directors may levy a fine against a Unit not to exceed $100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed $1,000.00.

D. Payment of Penalties. Fines shall be paid not later than five (5) days after notice of the imposition of same.

E. Remedy. For non-payment of fines, the Association shall have all of the remedies allowed by Law.

F. Non-Exclusive Remedy. The fines provided for herein shall not be construed to be an exclusive remedy of the Association, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damage which the Association may otherwise be entitled to recover by law.

ARTICLE X
CORPORATE SEAL

Section 1. Form. The Association shall have a seal in circular form, having within its circumference the words, "Sabal Palm III at Grandezza Condominium Association, Inc., a Florida corporation, not-for-profit."

ARTICLE XI
AMENDMENTS

Section 1. Vote. These By-Laws may be amended at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. Resolution of Conflict. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control, and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XII
TRANSFER OF ASSOCIATION CONTROL; DEVELOPER'S RIGHT

Section 1. Members' Rights to Elect Board of Directors. When Owners other than the Developer own fifteen percent (15%) or more of the Units, the Owners other than the Developer shall be entitled to elect one-third (1/3) of the members of the Board of Directors. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board:

A. Three (3) years after fifty percent (50%) or more of the Units have been conveyed to purchasers;

B. Three (3) months after ninety percent (90%) or more of the Units have been conveyed to purchasers;

C. When all of the Units have been completed, some of the Units conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

D. When some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

E. Seven years after recordation of the Declaration of Condominium, or in the case of an Association which may ultimately operate more than one condominium, seven (7) years after recordation of the Declaration for the first condominium it operates, or in the case of an Association operating a phase condominium created pursuant to Chapter 718 of the Florida Statutes, seven (7) years after recordation of the Declaration creating the initial phase;

whichever occurs first. The Developer shall be entitled to elect at least one (1) member of the Board, as long as it holds for sale in the ordinary course of business at least five percent (5%) of the Units.

Section 2. Developer's Rights. As long as the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

A. Any amendment to the Condominium Documents which would adversely affect the Developer's rights.

B. Any action by the Association that would be detrimental to the sale of Units by the Developer. However, an increase in Assessments for common expenses shall not be deemed to be detrimental to the sale of Units.

Section 3. Transfer of Association Control. Prior to, or not more than seventy-five (75) days after, the time that Owners other than the Developer are entitled to elect a majority of the Directors of the Association, the Developer shall relinquish control of the Association, and the Owners shall accept control. Simultaneously, the Developer shall deliver to the Association all property of the Owners and of the Association held or controlled by the Developer and all items and documents that the Developer is required to deliver or turn over to the Association under Florida law. The Developer may turn over control of the Association to Owners other than the Developer prior to the above-mentioned dates, in its sole discretion, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Developer to elect Directors and assume control of the Association. Provided at least sixty (60) days' notice of Developer's decision to cause its appointees to resign is given to Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations, even if Owners other than the Developer refuse or fail to assume control.

ARTICLE XIII
MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, or as determined from time to time by the Board.

Section 2. Arbitration. Internal disputes arising from the operation of the Condominium among Owners, the Association, their agents and assigns, shall be resolved by mandatory non-binding arbitration under the provisions of Chapter 718 of the Florida Statutes.

Section 3. Certificate of Compliance. The Board of Directors may accept a certificate of compliance from a licensed electrical contractor or electrician as evidence of compliance of condominium units to the Condominium Fire and Life Safety Code.

IN WITNESS WHEREOF, we, being all of the Directors of Sabal Palm III at Grandezza Condominium Association, Inc., a Florida corporation, not-for-profit, have hereunto set our hands this 14th day of October, 2002.

Kerry Trowbridge

Vince Gullo

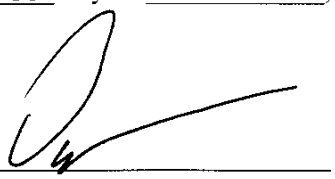
David Knizner

CERTIFICATION

I, THE UNDERSIGNED, DO HEREBY CERTIFY:

THAT I am the duly elected and acting Secretary of Sabal Palm III at Grandezza Condominium Association, Inc., a Florida corporation, not-for-profit; and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 14th day of October, 2002.



David Knizner

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