

7850

OFFICE OF THE CLERK OF THE CIRCUIT COURT  
COLLIER COUNTY, FLORIDA

JAN 21 3 10 PM '75

371915

REC 610 PAGE 828

MARGARET T. SCOTT  
CLERK OF CIRCUIT COURT

DECLARATION OF CONDOMINIUM  
OF  
HARBORSIDE TERRACE, PHASE TWO,  
a Condominium

WHEREAS, HARBORSIDE TERRACE DEVELOPMENT CORPORATION, a Florida corporation, is the owner of that certain real property situated in the County of Collier and State of Florida, bounded and described as per Exhibit "B" which is attached hereto.

WHEREAS, HARBORSIDE TERRACE DEVELOPMENT CORPORATION has improved said property by the construction thereon of a multifamily structure (one three story building and a duplex apartment building) to be known as HARBORSIDE TERRACE, PHASE TWO, said structure being constructed in accordance with plans and specifications prepared by Victor E. Dekonschin, A.I.A., of Miami, Florida, Commission No. 3191, and

WHEREAS, HARBORSIDE TERRACE DEVELOPMENT CORPORATION hereby established by this Declaration a plan for the individual ownership of real property estates, consisting of the area or space contained in each "unit" in said multifamily structure, and the coownership by the individual and separate owners thereof, as tenants in common, of all the remaining real property which is hereinafter defined and referred to herein as the "Common Elements".

NOW, THEREFORE, HARBORSIDE TERRACE DEVELOPMENT CORPORATION, as the fee owner of the real property situated in the County of Collier and State of Florida and described in Exhibit "B", hereby makes the following Declaration as to divisions, covenants, restrictions, limitations, conditions and uses to which the abovedescribed real property and improvements thereon, consisting of one three-story building and appurtenances, and the duplex apartments, containing therein twenty-six apartment units, may be put, hereby specifying that said Declaration shall constitute covenants to run with the land and shall be binding upon HARBORSIDE TERRACE DEVELOPMENT CORPORATION, its successors and assigns, and all subsequent owners of all or any part of the said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns:

NOTE: Exhibits A1 and A2 are filed in Clerk's file of Condominium Book 8, pages 73 & 74.

MARGARET T. SCOTT, Clerk

By: *Margaret T. Scott* D.C.

This instrument was prepared by:  
James W. Elkins  
Treadwell, Emerson & Elkins  
Lawyers  
645 First Avenue No., Naples, Florida



(A) HARBORSIDE DEVELOPMENT COMPANY, in order to establish a plan of condominium ownership for the above-described property and improvements, hereby covenants and agrees that it will and by these presents does hereby divide the said real property into the following separately designated, legally described freehold estates or units:

- (1) UNITS: Twenty-six separately designated and legally described freehold estates or apartment units, consisting of the areas or spaces contained within the perimeter walls of each unit and the horizontal planes of the floors and ceiling elevations, as described the attached documents forming a part of Exhibit \* "A"; the said spaces are hereby defined and referred to herein as "units". The individual apartment units hereby established and which shall be individually conveyed, are numbered as follows:

Three-story Bldg: First Floor - 109, 110, 111, 112, 113, 114, 115 & 116.

Second Floor - 209, 210, 211, 212, 213, 214, 215 & 216.

Third Floor - 309, 310, 311, 312, 313, 314, 315 & 316.

Duplex Apt. Bldg: First Floor - Duplex Apt. C

Second Floor - Duplex Apt. D

- (2) COMMON ELEMENTS: All of the real property heretofore described, less and excepting therefrom the "UNITS" hereinabove referred to, is described and referred to herein as the "Common Elements", which definition shall include the multi-family structure and the property upon which it is located; and specifically includes, but is not limited to, the land, roof, main walls, slabs, stairways, staircases, walkways, gardens, pavement, pipes, wires, conduits, plumbing and other public utility lines.
- (3) LIMITED COMMON ELEMENTS: Any Terrace or Balcony adjacent to just one apartment unit in the three-story building shall be for the sole use of such apartment unit and shall be known as a "Limited Common Element". Whether or not described in any deed of conveyance for such apartment unit, such Terrace or Balcony shall pass as an appurtenance thereto, for the sole use of the owner of such apartment unit.

\*Exhibit A is a composite Exhibit consisting of Sheets A1 & A2.



(B) For the purpose of this Declaration, the ownership of each unit shall include as an appurtenance an undivided percent share in the Common Elements and the Limited Common Elements which shall be equal to the unit's share in the common expenses; each such unit, together with such appurtenances, is defined and hereinafter referred as the "Condominium Parcel". The respective apartment units cannot be changed, altered or amended, and HARBORSIDE TERRACE DEVELOPMENT CORPORATION, for itself and its successors and assigns, covenants and agrees that the undivided interest in the Common Elements, applicable Limited Common Elements, and the fee simple title to the respective apartment units shall not be separately conveyed or be separated, and each such appurtenance shall be deemed conveyed and/or encumbered, though the description in the instrument of conveyance or encumbrance may refer to said interest as the unit only.

(C) Attached hereto is a survey, graphic descriptions and plot plan of the abovedescribed real property, prepared by BRUCE GREEN & ASSOCIATES, INC., Land Surveyors and Engineers, Naples, Florida, dated 27 December 1974, as Exhibits A1 & A2.

(D) The owner of each apartment unit shall be entitled to one vote in HARBORSIDE TERRACE OWNERS ASSOCIATION, INC., (A Condominium Corporation), a nonprofit Florida corporation, which corporation is hereinafter referred to as the "Association", and shall remain a nonprofit corporation. If ownership is held by more than one person, then such ownership collectively shall still be entitled to only one vote, which vote may be cast by any one of such owners as agent for all of such owners. The title to any unit may also be held in the name of a corporation. A copy of the Articles of Incorporation for HARBORSIDE TERRACE OWNERS ASSOCIATION, INC. is attached as Exhibit "C".

(E) HARBORSIDE TERRACE DEVELOPMENT CORPORATION, for itself and its successors and assigns, and all future owners of the apartment units, by the acceptance of their deeds, do covenant and agree as follows:

- (1) That the Common Elements shall remain undivided, and no owner shall bring any action for partition, so long as the structure in question shall be utilized as a residential condominium apartment building.
- (2) Each unit shall not be physically further subdivided, shall be used and occupied in the manner provided for in the By-Laws, and each apartment unit shall be used only as a private dwelling.



- (3) Each Unit shall include a cubicle encompassed by the horizontal and vertical boundaries of that unit as shown on the attached Exhibits A1 and A2, without regard to any deviations in actual construction or deviations through subsequent movements in the building; ownership of a unit includes ownership of all material covering the interior surfaces of the concrete block, unit boundary walls which are wholly within the boundaries of a unit; all floor materials above the finished concrete floor slab or other flooring; all ceiling materials located below the plane of the lower surface of the ceiling and all other property of every nature lying wholly within a unit which is not of necessity or otherwise reserved as a part of the Common Elements. The certificate of the Engineers is part of Exhibit A1.
- (4) If any portion of the Common Elements encroaches upon any unit, or if any unit encroaches upon another unit or portion of the Common Elements, a valid easement for such encroachment and for the maintenance of same, so long as it stands, shall and does exist; in the event the structure is partially or totally destroyed, and then rebuilt, the owners of the unit agree that similar encroachments due to such reconstruction, shall be permitted, and that a valid easement for such encroachments and their maintenance shall exist.
- (5) That an owner of any apartment unit shall automatically become a member of the Association and remain such a member until his apartment unit ownership ceases for any reason, at which time his membership in the Association shall automatically cease.
- (6) Every portion of a unit contributing to the support of the structure shall be burdened with an easement of support for the benefit of all other units and Common Elements.
- (7) Apartment unit owners shall also own an undivided interest in the "Common Surplus" of the Association, being the excess of receipts of the Association (including, but not limited to, assessments, rents, profits, and revenues) over the amount of common expenses for which the owners are liable to the Association. His or her undivided interest shall be according to the percentage schedule set forth in Exhibit "D", attached hereto and made a part of this Declaration.
- (8) Each and every owner of a unit shall comply with the provisions of this Declaration and of the By-Laws of the Association, which are attached as Exhibit "E", and by this reference incorporated herein, including any amendments to such By-Laws lawfully adopted; and failure to comply with the same shall be grounds for an action to recover sums due for damages or for injunctive relief.



- (9) Except as to matters contained in the By-Laws of the Association, this Declaration shall not be revoked nor any of the provisions herein amended unless all of the owners of the apartment units and all of the mortgagees holding mortgages covering the apartment units unanimously agree to such revocation or amendment by duly recorded instruments.
- (10) It is recited that the Association has entered into that certain 33-year Lease recorded in Official Records Book 595, pages 1149 to 1167 inclusive, of the Public Records of Collier County, Florida, which Lease, among other things, requires the Association to make certain rent payments to the Landlord therein named and also to perform other obligations, such as the maintenance of the leased premises, payment of real estate taxes on leased land, etc.. The rent payment required under such Lease shall hereafter be referred to as the "rent" assessment; the other obligations under such Lease shall be considered as a part of the "operating" assessment hereinafter referred to.

The owner of each apartment unit shall pay a pro-rata share of the "operating" assessment as determined by the attached schedule, which is Exhibit "D". Upon the completion and occupancy of Phase Two the operating assessment percentages shall be adjusted so that Phase One pays 51.42% of the total, and Phase Two pays 48.58% of the total.

The owner of each apartment unit shall also pay a monthly "rent" assessment, in the amount and at the times set forth in the aforementioned 33-year Lease.

Real property taxes on the leased area shall be allocated to the individual apartments and the pro rata share of each apartment shall be added to and billed with the real property taxes on and for a particular apartment. Should this not be done, each apartment Owner shall pay his pro rata share of such real property taxes to the Association and it will pay such taxes.

Assessments shall be paid to the Association semi-annually, on the 1st day of January and the 1st day of July of each year; they shall be due and payable by each apartment unit owner promptly upon receipt of notice of same; all assessments whether "operating" or "rent", shall be paid to the Association; any assessment, whether "operating" or "rent", that is more than 30 days past due shall bear interest at the rate of 10% per annum until paid from its due date; joint owners of any apartment unit shall be jointly and severally liable for the full amount of any such assessment, whether "operating" or "rent" assessment; in the event any assessment is not paid after 30 days from date of notice, then the Board of Directors or Treasurer shall send notice of default to such delinquent



owner by personal delivery, or by registered mail (return receipt requested), addressed to such owner at his last-known address as furnished to the Association; in the event such default continues for an additional 30 days after delivery or mailing of such default notice, the Board of Directors may then take what action it deems necessary to collect such sums due, all without further notice or demand to such owners.

- (11) All sums assessed by the Association which remain unpaid for 30 days, together with interest thereon at the rate of 10% per annum from due date, shall constitute a lien against each apartment unit from and after the recording in the Public Records of Collier County, Florida of a Claim of Lien in proper form; any such lien shall be subordinate to a mortgage or other lien on such apartment unit recorded prior to the recording of the Claim of Lien; such a lien shall be deemed to be prior and superior to any homestead status for the apartment unit and to any subsequently recorded mortgage or other lien; such a lien may be foreclosed in the manner provided for by law for foreclosure of mortgages, and in such a foreclosure action (1) the Association shall be entitled to recover reasonable attorney's fees and (2) may be the bidder and purchaser of the apartment unit at the foreclosure sale. If the Association becomes the owner of the apartment unit, the Board of Directors shall have the right to hold, lease and/or sell such apartment unit upon such terms as it deems best.
- (12) When a mortgagee of record acquires title by foreclosure or otherwise to an apartment unit, such mortgagee and his heirs, successors and assigns, shall not be liable for any assessment against such apartment unit prior to his acquisition of title thereto, and such unpaid assessment shall be deemed to be a common expense to be charged against and collected from ALL apartment units on an equal basis.
- (13) No owner shall exempt himself from liability for any assessment, by waiver of the use and/or enjoyment of any Common Element, or by abandonment of his apartment unit.
- (14) In any voluntary conveyance of an apartment unit, the Grantee shall be liable with the Grantor for any unpaid assessment against such apartment unit (without prejudice to the Grantee's right to recover from the Grantor any sums paid by such Grantee because of such arrearages); any prospective purchaser and/or mortgagee shall be entitled to a written statement from the Association as to the assessment-payment status of the apartment unit involved, and shall then be liable only for the amount of unpaid assessment stated in such statement, if any.



- (15) Procedure on voluntary sale of apartment unit: Every initial sale of any apartment unit shall require only the consent of HARBORSIDE TERRACE DEVELOPMENT CORPORATION; as to every subsequent re-sale of any apartment unit, the owners shall submit to the Board of Directors of HARBORSIDE TERRACE OWNERS ASSOCIATION, INC., a true copy of the proposed sales agreement, together with such other information and/or documents as may be requested by the Board; within 10 days thereafter the Board shall approve or disapprove of such sale, and its approval shall not be unreasonably withheld; if such approval is given, then the sale may be closed; if approval is not given, then the Board shall have 30 days from the date of disapproval either to produce an acceptable purchaser or to have the Association itself purchase, upon substantially the same terms as the submitted sales contract with closing within an additional 30-day period; failure by the Board to act initially on the contract within the required 10-day period or to purchase or find an acceptable substitute purchaser within the required 30-day period shall constitute its approval of the submitted purchaser.
- (16) Procedure on involuntary sale of apartment: Any mortgagee who acquires title to any apartment unit by foreclosure or deed in lieu of foreclosure shall be considered an approved purchaser, and the subsequent purchaser from such a mortgagee shall be considered an approved purchaser.
- (17) Procedure on other transfers of title to an apartment unit:
- (a) The transfer by an owner to his spouse or to another member of his immediate family who customarily resides in the apartment unit with such owner by deed or Last Will and Testament, shall be considered a transfer to an approved purchaser;
- (b) The transfer by an owner to a corporation in which he and/or members of his immediate family have a majority or controlling interest, or from such a corporation to the individual, all without any change in occupancy, shall be considered a transfer to an approved purchaser;
- (c) In case of the death of the owner of an apartment unit, the surviving spouse, if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy the said apartment; and if such surviving spouse or other member or members of the decedent owner's family shall have succeeded to the ownership of the apartment unit, the ownership thereof shall be transferred by legal process to such new owner. In the event said decedent shall have conveyed or bequeathed the ownership of his apartment unit to some designated person or persons other than his surviving spouse or member of his



family, or if some other person is designated by such decedent's legal representative to receive ownership of the apartment unit, the Board of Directors of the Association shall, within 30 days after written request so to do, accompanied by proper evidence or rightful designation, express its refusal or acceptance as owner of the apartment unit the individual or individuals so designated. If the Board of Directors of the Association shall consent, ownership of the apartment unit may be transferred to the person or persons designated, who shall thereupon become the owner of the apartment unit, subject to the provisions of this Declaration of Condominium and the By-Laws. If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity during 30 days next after said last above mentioned 30 days to purchase, for cash, the said apartment unit at the then fair market price thereof. Should the parties fail to agree on the value of such apartment unit the same shall be determined by an appraiser appointed by the Senior Judge of the Circuit Court in and for Collier County, Florida, upon 10 days notice, on petition of any party in interest. The expense of appraisals shall be paid by the said designated person or persons or the legal representative of the deceased owner out of the amount realized from the sale of such apartment unit. If the then members of the Association do not exercise the privilege of purchasing said apartment unit within such period, and upon such terms, the person or persons so designated may take title to the apartment unit, or, such person or persons or the legal representative of the deceased owner may sell the said apartment unit, but such sale shall be subject in all other respects to the provisions of this Declaration of Condominium and the By-Laws.

(e) In the event of transfer to a corporation, the corporation shall furnish the names and addresses of the persons who will be occupants of the apartment unit, who shall each be subject to approval by the Board of Directors; the sale of an apartment unit through sale of the stock of the corporate owner thereof shall not authorize any change in occupancy, and any change in occupancy resulting from such sale shall be first approved by the Board of Directors.

(18) Procedure on Lease of Apartment Unit:

(a) There shall be no leases for a period of less than 30 days. Apartment 200 and 300 of Phase One are exempt from this provision.

(b) Lease for 30 days or more shall require the prior approval of the Board of Directors, and its decision shall be absolute and not questioned.

(c) No lease for more than one year is permitted, but this shall not prevent a renewal lease to an approved Tenant, at the expiration of a one-year term, provided the renewal period be for not more than one year, and such Tenant is still approved by the Board of Directors.



- (19) Any sale and/or lease contrary to the provisions of Paragraphs (15) through (18) inclusive, shall be void and may be ignored by the Board in dealing with the apartment unit involved.
- (20) Failure by the corporation or any apartment unit owner to enforce any rights contained in this Declaration, the Articles of Incorporation or the By-Laws, shall not constitute a waiver of the right to do so thereafter.
- (21) Upon termination of the Condominium ownership, the property and all interest thereof shall be owned in common by the apartment unit owners, with each such owner then owning an undivided per cent share which shall equal the apartment unit share in the common expenses.

(F) In order to adequately protect the Condominium complex against the elements and other insurable risks, the following provisions shall govern as to insurance:

(1) Concerning authority to purchase insurance:

(a) The Board of Directors is hereby authorized to purchase insurance, other than Title Insurance, for the benefit of the Association, each apartment unit owner and their respective mortgagees, all as their respective interests may appear; and with provisions to issue certificates of insurance as may be required by mortgagees and/or owners;

(b) The cost of all such insurance so purchased shall be paid by the Association as a normal operating expense; and

(c) Apartment unit owners shall obtain any desired insurance on their own personal property, for their personal liability and for additional living expenses, all at their own expense; such personal liability insurance should contain a waiver of subrogation as to the Association and other apartment owners.

(2) Physical damage insurance coverage:

(a) Fire insurance with extended coverage and vandalism and malicious mischief endorsements shall be obtained by the Board of Directors, covering all buildings and improvements on the Condominium complex, including personal property that is a part of the Common Elements, together with bathroom and kitchen equipment initially installed (but excluding personal property, additions and/or alterations installed by the owners), together with all air conditioning and other service machinery and equipment, but excluding foundations and excavating costs;

(b) The amount of coverage shall be the full replacement value



of the buildings without deduction for depreciation.

(c) The named insured shall be the Association, the owners of all apartment units and mortgagees of record; all as their respective interests may appear;

(d) The policy or policies shall contain a New York standard mortgage clause in favor of each mortgagee of an apartment unit, providing for payment of loss thereunder to such mortgagee as interest may appear, subject to loss payment provisions provided elsewhere herein;

(e) Machinery insurance in the amounts and for the coverage as determined and recommended after a survey of such hazards by an insurance company or other competent engineer;

(f) Plate Glass Insurance to cover exterior and interior plate glass (optional with Board of Directors);

(g) All policies of physical damage insurance should preferably contain:

- (1) Waiver of subrogation as to the Association, its officers and agents, all owners of units and their families, servants, and guests,
- (2) Waiver of defense based upon co-insurance,
- (3) Waiver of defense based upon invalidity resulting from any act of the insured,
- (4) The policy may not be cancelled or substantially modified without at least ten days' prior written notice to the insured and all mortgagees;

(h) The original and duplicate originals of physical damage policies, and all renewals thereof, shall be delivered to the Board of Directors and to each mortgagee at least ten days prior to expiration of the then current policies; when required, proof of payment of premiums may be submitted therewith;

(i) Prior to obtaining any physical damage policy, the Board of Directors shall obtain an appraisal of the full replacement value of the buildings and other land improvements, including all units and all Common Elements, without deduction for depreciation, to determine the amount of insurance to be carried;

(j) Rent insurance covering loss of rents from leased portions



of the insured property, if any; and

(k) Such other coverage as the Board of Directors may deem advisable.

(3) Liability, casualty and other insurance:

(a) Public liability insurance covering the Association, each member of the Board of Directors, the caretaker and other employees of the Association and all owners of units (for other than their own personal liabilities), in the amount of not less than \$300,000.00 for bodily injury and property damage, to one person or to more than one person or to property, arising out of a single event; such a policy should:

- (1) Cover cross liability claims of one insured against another,
- (2) Cover waiver of subrogation as to owners, their families, servants and guests,
- (3) Cover water damage legal liability,
- (4) Cover on an "occurrence" basis,
- (5) Stipulate that coverage is not affected or diminished by any reason of any insurance carried separately by an owner of any apartment unit; and

(b) Such other coverage as the Board of Directors may deem advisable.

(4) Insurance loss proceeds:

(a) The insurance trustee shall be a Bank with its principal place of business in Collier County, Florida, to be named by the Board of Directors, and which may be changed from time to time by the Board;

(b) Fees and expenses of such Trustee shall be considered a common expense of the Association and paid as such;

(c) The duty of the Trustee shall be only to receive the proceeds paid and to hold and disburse the same for the benefit of the insured and any mortgagees, pursuant to the provisions of this Paragraph;

(d) The proceeds shall first be applied to the Trustee fees and expenses, and then to the cost of reconstruction and repairs; any remainder shall be paid to the owners and their



mortgagees as their respective interests may appear;

(e) The Board of Directors is irrevocably appointed as agent for each owner of a unit and for each mortgagee to adjust all claims and to execute and deliver releases upon payment of claims; this appointment shall not apply to the settlement of claims relative to any owner's personal property or to any additions and/or alterations installed by an owner; and

(f) In the event any insured loss does not exceed \$5,000.00, then the proceeds in settlement thereof shall be paid directly to the Association for the purpose of repairing, restoring or rebuilding the damaged areas.

- (5) So long as at least two units are habitable after a casualty, the loss shall be deemed partial and shall be repaired. Repairs shall be under the control and supervision of the Board of Directors and shall be such as to restore the building and other improvements as much as possible to their state and condition immediately before the loss; in the case of substantial damage the services of a registered architect shall be engaged relative to such repairs.
- (6) In the event the insurance proceeds are insufficient to pay the Trustee's fees and expenses and to make needed repairs and the Association is obligated to make such repairs, the Board of Directors shall assess each apartment unit owner his pro-rata share of such deficiency, with all funds so collected to be deposited with and disbursed by the insurance Trustee the same as if they were insurance proceeds.

(G) HARBORSIDE TERRACE, PHASE TWO, shall cease to exist as a condominium when:

(1) There is a destruction of improvements by fire or other casualty as a result of which only one apartment unit is habitable, and the owners of all the apartment units and all recorded mortgages do NOT elect to reconstruct the improvements, or;

(2) All the apartment unit owners together with the holders of all recorded liens elect to terminate the condominium.

Evidence of such termination shall be by resolution of the Association recorded in the Public Records of Collier County, Florida, and at such time each owner of a unit shall deliver to the Association his Deed of conveyance for his unit in which the Association is named as Grantee; the Board of Directors shall then proceed to dispose of all the property of the Association, upon terms satisfactory to the owners and recorded lien



holders, and the proceeds remaining after such disposition shall be paid to the apartment unit owners and recorded lien holders in accordance with each owner's per cent interest; any lien holder shall be paid in full before any payment is made to the owner of the encumbered apartment unit; should any owner fail for a reason to execute and deliver the required deed of conveyance, the Board of Directors shall have the authority to compel compliance in a court of equity. Provided, however, that each unit owner shall be individually bound by the terms of the Lease recorded at O.R. Book 595, page 1187, Public Records of Collier County, Florida.

(H) Invalidation of any of the provisions of this Declaration shall not affect the validity of any other provision herein.

(I) Every mortgage of an apartment unit (including subsequent assignment thereof) other than to an institutional lender shall be subject to prior approval by the Board, which approval can be upon conditions determined by the Board or may be arbitrarily withheld. No mortgage insured by the Federal Housing Administration and/or the Veterans Administration shall be permitted, and each apartment unit owner hereby waives the right to execute or accept such a mortgage.

(J) Until all of the 26 apartment units have been sold by HARBORSIDE TERRACE DEVELOPMENT CORPORATION, such corporation shall have the right to use the Common elements and unsold units in promoting the sale of such unsold apartments, and to lease the same so long as owned by the Developer, HARBORSIDE TERRACE DEVELOPMENT CORPORATION.

(K) Wherever the context requires or admits, the masculine shall include the feminine and/or neuter, and the singular shall include the plural.

(L) By the execution and recordation of this Declaration, HARBORSIDE TERRACE DEVELOPMENT CORPORATION, does hereby submit the above-described real property to condominium ownership and the name shall be "HARBORSIDE TERRACE, PHASE TWO, A Condominium".

IN WITNESS WHEREOF, HARBORSIDE TERRACE DEVELOPMENT CORPORATION, a Florida corporation, has caused this Declaration to be executed by its proper officers and its corporate seal affixed this 20 day of December, 1974.

Signed in the presence of:

Jacqueline Wilson  
[Signature]

HARBORSIDE TERRACE DEVELOPMENT CORPORATION

By: Charles H. Hashagen  
CHARLES H. HASHAGEN, President

Attest: Irene O. Hashagen  
IRENE O. HASHAGEN, Secretary

(Corp. Seal)



STATE OF FLORIDA  
COUNTY OF COLLIER

BEFORE ME, personally appeared CHARLES H. HASHAGEN and IRENE O. HASHAGEN, as President and Secretary respectively of HARBORSIDE TERRACE DEVELOPMENT CORPORATION, a Florida corporation, both to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary respectively of the above named corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 20 day of December, 1977.



Jacqueline Wilson  
Notary Public  
My Commission Expires:  
Notary Public, State of Florida at Large  
My commission expires Feb. 28, 1975  
Bonded by Transamerica Insurance Co.



STATE OF FLORIDA

DEPARTMENT OF STATE



I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby  
 certify that the following is a true and correct copy of

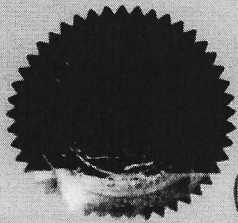
CERTIFICATE OF INCORPORATION

OF

HARBORSIDE TERRACE OWNERS ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the State of  
 Florida, filed on the 28th day of June, A.D., 1974,  
 as shown by the records of this office.

GIVEN under my hand and the Great  
 Seal of the State of Florida, at  
 Tallahassee, the Capital, this the  
 3rd day of July,  
 A.D. 1974.



*Richard (Dick) Stone*  
 SECRETARY OF STATE

L



CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

JUN 28 12 04 PM '74  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First---That HARBORSIDE TERRACE OWNERS ASSOCIATION, INC. desiring to organize under the laws of the State of Florida with its principal office, as indicated in the articles of incorporation at City of NAPLES County of COLLIER, State of FLORIDA has named JAMES W. ELKINS located at 848 First Avenue North (Street address and number of building, Post Office Box address not acceptable) City of Naples, County of Collier, State of Florida, as its agent to accept service of process within this state.

ACKNOWLEDGMENT: (MUST BE SIGNED BY DESIGNED AGENT)

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

By James W. Elkins  
(Resident Agent)