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SURVEY, PLOT PLAN
AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

Exhibit "A" to
Declaration of Condominium

EXHIBIT "A"

GRAND BAY CONDOMINIUM

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

NOTES:

- A. Each Unit shall have as its boundary lines the following: The upper boundary shall be the horizontal plane of the inside surface of the roof decking and the lower boundary shall be the horizontal plane of the undecorated, finished floor. The perimetrical boundaries of the Unit shall be the vertical plane of the undecorated and/or unfinished inner surfaces of the walls bounding the Unit, inclusive of the garage, extended to the intersections with each other and with the upper and lower boundaries. The space between the common wall Unit boundary and the vertical plane of the center line of the common firewall between Units is limited common area appurtenant to the Unit. The space between the exterior plane of the outer wall studs and the vertical plane of the Unit boundary of the exterior walls, all conduits, wires up to their outlets, and all other utility lines and pipes up to their outlets serving the Unit regardless of location are also Limited Common Elements appurtenant to the Unit. Each Unit will also include as Limited Common Elements appurtenant to the Unit, a storage locker, and one covered parking space. Units 108, 208, 308 and 408 will include two parking spaces as Limited Common Elements appurtenant to said Units. A limited number of Unit Owners may elect to acquire a Boat Slip, which upon assignment from the Developer will constitute a Limited Common Element appurtenant to such Owner's Unit.

The roof down to the inside surface of the roof decking, all roof components wherever located, the exterior walls extending in to the vertical plane of the interior surface of all exterior wall sheathing, and the floor below the horizontal plane of the undecorated finished floor constitute part of the Common Elements.

- B. The boundary lines of each Unit terrace, balcony, lanai, or porch are the interior vertical surfaces of the perimeter balustrade or railing abutting the porch, terrace or lanai, or if said terrace, balcony, lanai or porch is enclosed, the exterior unfinished surface of the perimeter wall; and the interior finished surfaces of the floor and ceiling of said porch.

- C. All land and all portions of the buildings or other improvements not located within the boundaries of a Unit are a part of the Common Elements or are Limited Common Elements. As to Limited Common Elements, their use is reserved to the Unit or Units to which they have been assigned, to the exclusion of other Units; provided, however, that easements for maintenance, repairs and improvements are reserved to the Association.
- D. All dimensions shown in the individual Units are to the interior unpainted finished (or unfinished) surfaces.
- E. Owners of Units shall have as an appurtenance to their Units a perpetual easement for ingress and egress to and from their Units over and upon Limited Common Elements appurtenant to their respective Units and other Common Elements.
- F. The Condominium Property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the Condominium building or minor inaccuracies in construction, which easements shall continue until such encroachments no longer exist. If the Condominium Property is destroyed and then rebuilt, encroachments due to construction shall be permitted and valid easements for said encroachments shall exist. If any portion of the Common Elements encroaches upon any Unit, or any Unit encroaches upon the Common Elements, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements contained in the Condominium Property, a valid easement for encroachment and for the maintenance of the same shall exist so long as the encroachment exists.
- G. Easements are reserved throughout the Condominium Property as may be required to provide utility services in order to adequately serve the Condominium Property; provided, however, that such easements through a Unit shall be in accordance with the plans and specifications for the Condominium building, or as said building is constructed, unless otherwise approved in writing by the owner.
- H. An easement is created for pedestrian traffic over, through and across sidewalks, paths, walks and lanes as the same may from time to time exist upon the Common Elements, and for vehicular traffic over, through and across such portion of the Common Elements, but the same shall not give or create in any person the right to park upon any portions of the Condominium Property except those areas specifically assigned or designated for same. The private roads, if any, and other common areas reflected on the Condominium survey will be used in common by Unit Owners in this Condominium. It is the

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intention hereof to create perpetual easements in said areas to facilitate the flow of pedestrian and vehicular traffic on the Condominium Property.

**SURVEYOR'S CERTIFICATE
GRAND BAY CONDOMINIUM**

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THE UNDERSIGNED certifies as follows:

1. I am a duly registered surveyor authorized to practice in the State of Florida and to do land surveys.
2. This Certificate is made with reference to Exhibit "A" to the Declaration of Condominium for Grand Bay Condominium.
3. The boundary survey set forth in such Exhibit "A" is an accurate plat of survey of the following real property:

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A portion of Tract "A" of MARCO BEACH UNIT FOUR according to the plat thereof as recorded in Plat Book 6 at Pages 32 through 37 of the Public Records of Collier County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Tract "A" (said corner also being the Southwest corner of Lot 14, Block 133, of said Marco Beach Unit Four), said corner bearing S 82°35'39" W from the center of the next described circular curve; thence Southerly along the arc of said circular curve having a radius of 1860.08 feet, through a central angle of 12°29'50", for an arc distance of 405.72 feet to a point of tangency; thence S 20°52'10" E for 122.98 feet; thence N 69°07'50" E for 514.14 feet; thence S 23°32'36" E for 358.14 feet; thence East for 121.00 feet; thence N 41°21'36" E for 155.82 feet to the POINT OF BEGINNING of the herein described parcel of land;

thence continue N 41°21'36" E for 288.25 feet to a point;
thence S 85°38'53" E for 100.00 feet;
thence S 32°39'23" E for 421.65 feet to the most Easterly point of said Tract "A", said point lying on a circular curve bearing S 18°10'44" E from the center of said circular curve and the North Right-of-Way of North Barfield Drive;
thence Southwesterly along the arc of said circular curve and the North Right-of-Way of

North Barfield Drive, having a radius of 960.00 feet, through a central angle of 04°28'34" for an arc distance of 77.78 feet to a point of tangency; thence S 76°27'50" W for 187.04 feet; thence N 13°32'10" W for 95.00 feet; thence N 63°32'10" W for 266.81 feet to the POINT OF BEGINNING.

complying with the Minimum Technical Standards for Florida Land Surveys, Chapter 21XX-6, Florida Administrative Code with all structures shown on the same being proposed. Upon substantial completion of construction of the building, together with all planned improvements relating thereto, including but not limited to landscaping, utility services, and access to the Units and Common Element facilities serving such buildings, the Developer or the Association will amend the Declaration to include the surveyor's certificate required by Section 718.104 (4) (e), Florida Statutes.

4. As to the proposed building shown on Exhibit "A" and all Units therein:
 - (a) the material comprising Exhibit "A", together with the provisions of the Declaration describing the Condominium Property, are an accurate representation of the location and dimensions of the improvements to be constructed so that the identification, location and dimensions of the Common Elements, Limited Common Elements and of each Unit can be determined from the materials that comprise Exhibit "A" to the Declaration; and
 - (b) all planned improvements relating thereto, including but not limited to landscaping, utility services and access to Units and Common Element facilities serving such building can be located thereon.

Executed this 28th day of SEPTEMBER, 1989.

A. TRIGO & ASSOCIATES, INC.

By: _____

A. Trigo, P.L.S.
Registered Surveyor
Florida Certificate No. 2982

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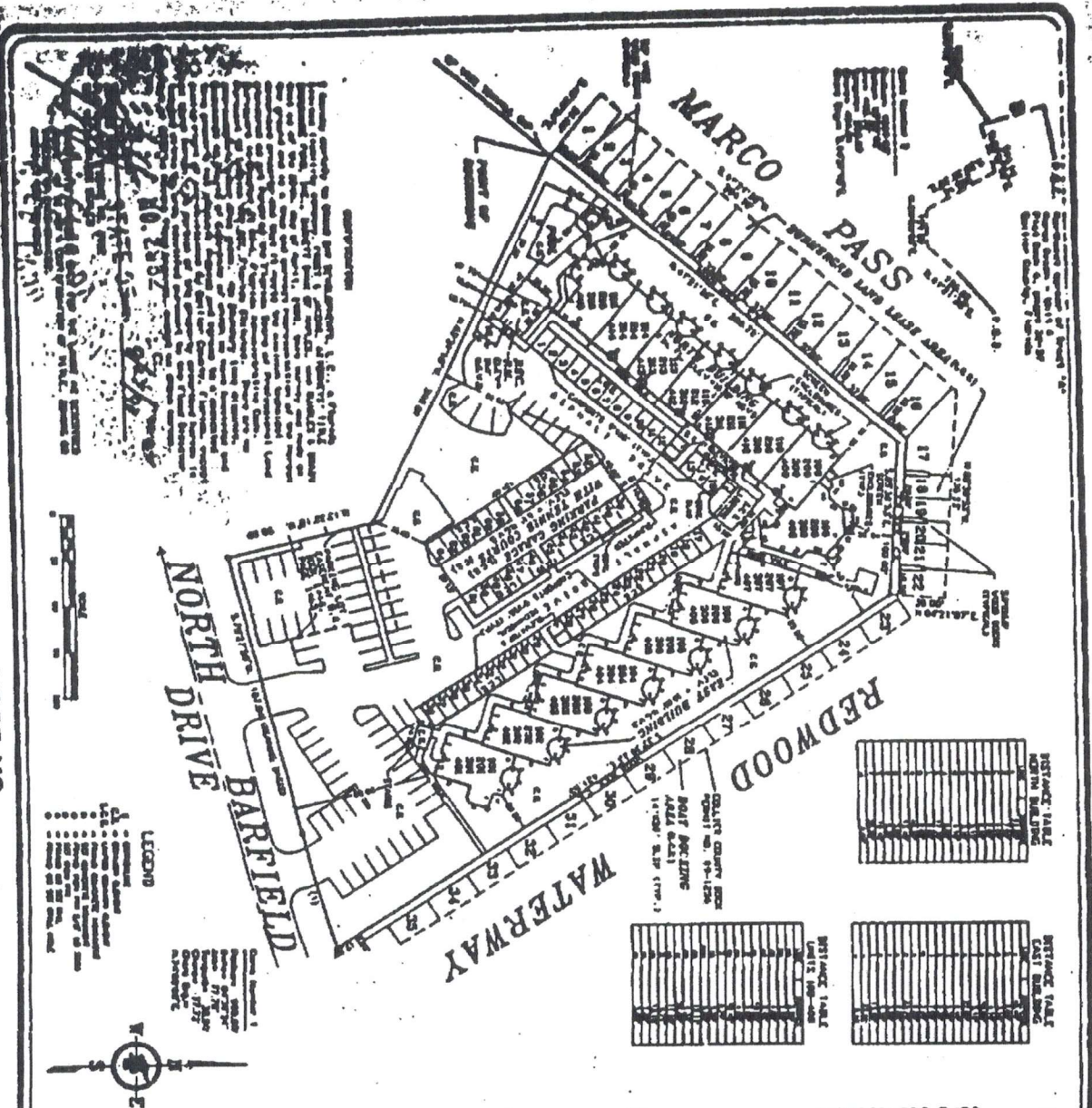
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LEGEND

- 1. Condominium Unit
- 2. Common Area
- 3. Parking Space
- 4. Driveway
- 5. Walkway
- 6. Building Footprint
- 7. Boundary Line
- 8. Easement
- 9. Survey Line
- 10. Other

EXHIBIT

GRAND BAY DEVELOPMENTS, L.C.
 GRAND BAY
 A CONDOMINIUM
 A. TRINCO & ASSOCIATES, INC.
 1111 N. W. 11th St., Suite 100
 Ft. Lauderdale, Florida 33304
 TEL: (305) 555-1111

DESCRIPTION

A portion of Block 20 of Grand Bay Condominiums, Unit 101, located at the intersection of North Drive and Waterway, in the City of Fort Lauderdale, Florida. The unit is situated on a lot measuring approximately 10,000 square feet. The unit is a two-story structure with a total area of approximately 2,000 square feet. The unit is currently vacant and is being offered for sale. The unit is subject to the terms and conditions of the Condominium Declaration and the Condominium Bylaws. The unit is being sold as-is, with no warranties or representations made by the seller. The unit is being sold for a price of \$100,000.00. The unit is being sold by the seller, A. Trinco & Associates, Inc.

LEGAL DESCRIPTION AND SURVEY DATA

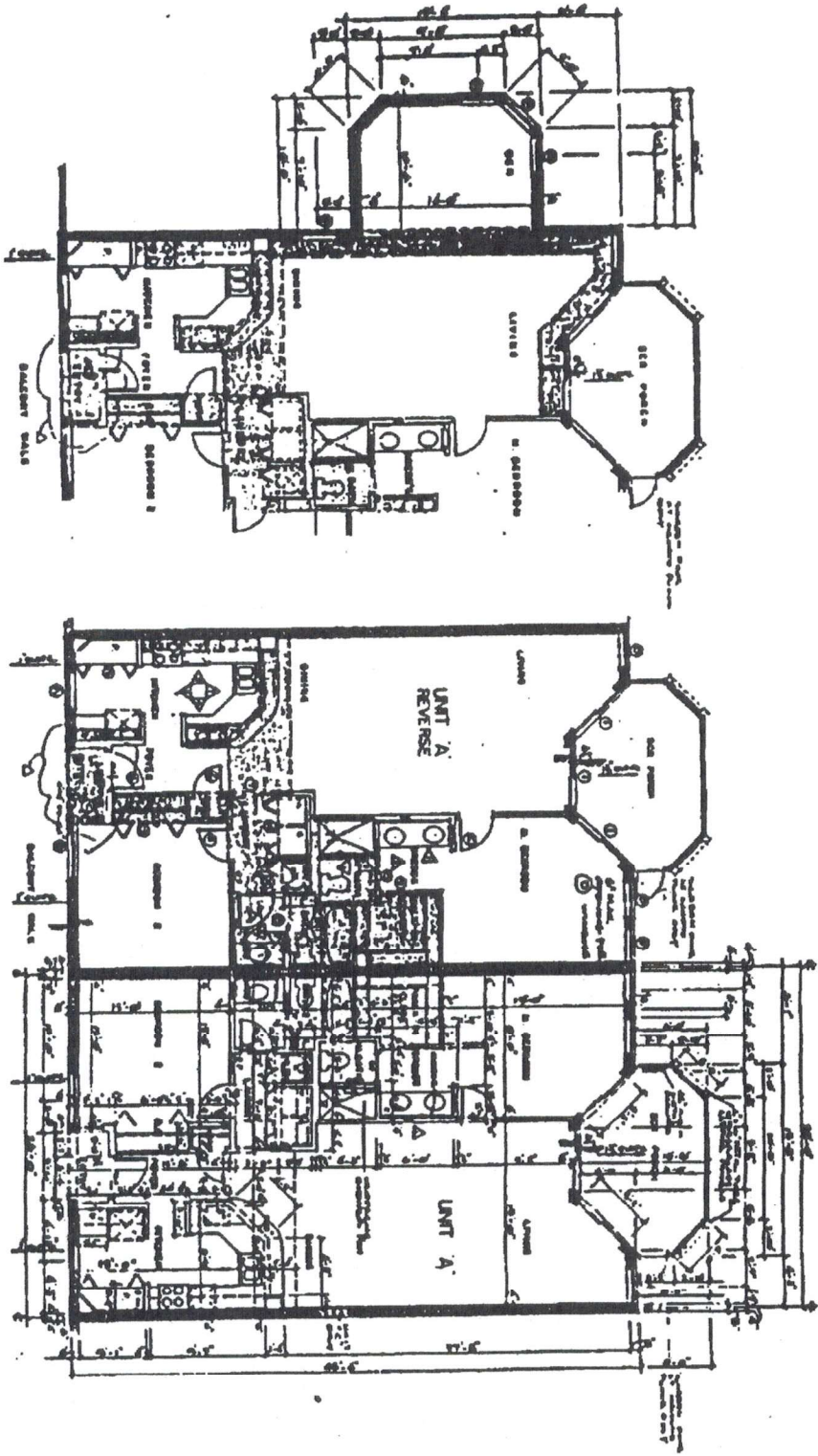
Block 20 of Grand Bay Condominiums, Unit 101, is situated on a lot measuring approximately 10,000 square feet. The lot is bounded by North Drive to the north, Waterway to the south, and Redwood to the east. The lot is subject to the terms and conditions of the Condominium Declaration and the Condominium Bylaws. The unit is being sold as-is, with no warranties or representations made by the seller. The unit is being sold for a price of \$100,000.00. The unit is being sold by the seller, A. Trinco & Associates, Inc.

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- UNIT 115
- UNIT 215
- UNIT 315
- UNIT 415
- UNIT 101 REVERSE
- UNIT 201 REVERSE
- UNIT 301 REVERSE
- UNIT 401 REVERSE

- UNITS 109 THROUGH 114
- UNITS 209 THROUGH 214
- UNITS 309 THROUGH 314
- UNITS 409 THROUGH 414
- UNITS 102 THROUGH 107
- UNITS 202 THROUGH 207
- UNITS 302 THROUGH 307
- UNITS 402 THROUGH 407

TYPICAL END UNIT - FLOOR PLAN "C"

TYPICAL UNIT FLOOR PLAN "A"

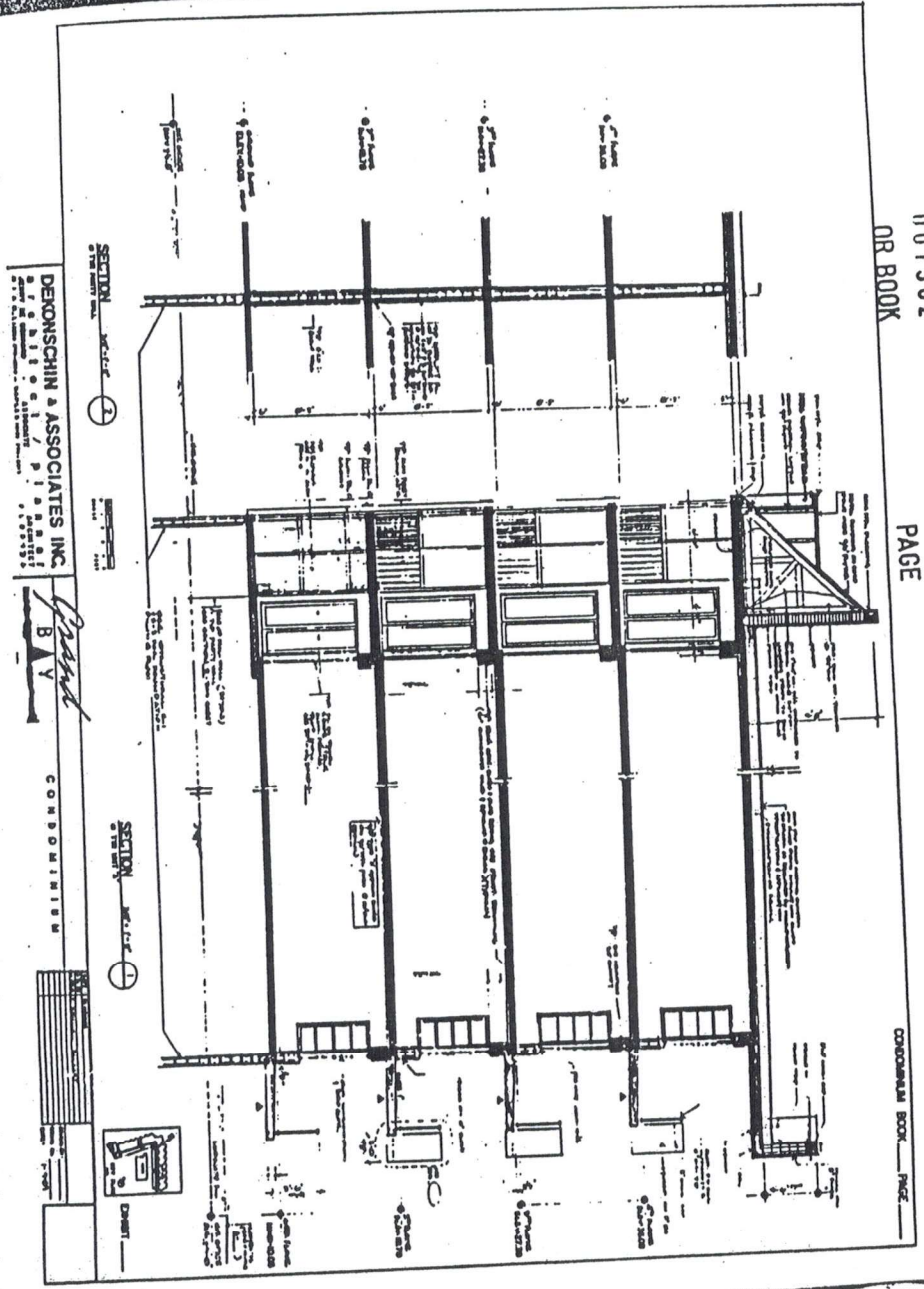
DERONSCHEIN & ASSOCIATES INC.
 ARCHITECTS
 1100 B STREET, SUITE 100
 OAKLAND, CA 94612
 (415) 778-1100

Grand
B V

CONDOMINIUM



DETAIL



RECORDER'S MEMORANDUM
of Writing, Typing or Printing
unreliable in this document
when received.

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OFFICE OF THE
CLERK OF SUPERIOR COURT
OF WISCONSIN
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JAN 15 1962
When received, this stamp
is to be placed in the
upper left corner of the
document.

ARTICLES OF INCORPORATION
OF
GRAND BAY CONDOMINIUM ASSOCIATION, INC.

Exhibit "B" to
Declaration of Condominium

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of GRAND BAY CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on August 30, 1989, as shown by the records of this office.

The document number of this corporation is N33965.

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Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
30th day of August, 1989.



CR2EO22 (8-88)

Jim Smith

Jim Smith
Secretary of State

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ARTICLES OF INCORPORATION

FILED

OF

GRAND BAY CONDOMINIUM ASSOCIATION, INC.

The undersigned hereby submits these articles for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certifies as follows:

ARTICLE I

Name

The name of the corporation shall be the GRAND BAY CONDOMINIUM ASSOCIATION, INC., which corporation shall herein be referred to as the "Association," and whose principal place of business shall be 991 North Barfield Drive, Marco Island, Florida 33937.

ARTICLE II

PURPOSE

The purpose for which the corporation is organized is for the operation and management of condominium buildings and grounds for the use and benefit of the owners of the condominium units located in Collier County, Florida, known as GRAND BAY CONDOMINIUM (the "Condominium").

ARTICLE III

POWERS

The powers of the Association shall be, in addition to the general powers afforded a corporation not for profit under the statutory laws of the State of Florida, all the powers reasonably necessary to implement the purpose of this Association, including, but not limited to, the following:

1. To operate and manage a condominium apartment building or buildings and the lands on which it is situated for the use and benefit of the condominium units (as defined in Paragraph D of Article IV of the Declaration of Condominium for Grand Bay Condominium and hereinafter referred to as "Units").
2. To carry out all the powers and duties vested in the Association pursuant to the Declaration of Condominium and Bylaws, and any rules and regulations of the Association, which shall include:

(a) to make, and collect assessments against members to defray the costs, expenses and losses of the Condominium;

(b) to use the proceeds of assessment in the exercise of its powers and duties;

(c) to maintain, repair, replace and operate the Condominium Property (as defined in Paragraph A of Article IV of the Declaration of Condominium for Grand Bay Condominium);

(d) to reconstruct improvements after casualty and to further improve the Condominium Property;

(e) to make and amend regulations respecting the use of the Condominium Property and the Condominium;

(f) to approve or disapprove proposed purchasers, lessees and mortgagees of Units;

(g) to enforce by legal means the provisions of the condominium documents, these Articles, the Bylaws of the Association and the rules and regulations for the use of the property in the Condominium; and

(h) to contract for the management and maintenance of the Condominium and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted them by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

3. The Association shall be authorized to exercise and enjoy all the powers, rights and privileges granted to or conferred upon non-profit corporations of a similar character by the provisions of Chapter 617, Florida Statutes, entitled "Florida Corporations Not For Profit," now or hereafter in force and to do any and all things necessary to carry out its purposes.

4. The Association shall be authorized to exercise and enjoy all of the powers, rights and privileges granted to or conferred upon corporations formed to operate condominium buildings under the provisions of Chapter 718, Florida Statutes, 1977, as amended, now or hereafter in force.

5. No compensation shall be paid to Directors for their services as Directors. Compensation, however, may be paid to a Director in his or her capacity as an officer or employee or for other services rendered to the Association outside of his or her duties as a Director. In this case, compensation must be approved and advanced by the Board of Directors and the Director receiving such compensation shall not be permitted to vote for

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said compensation. The Directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees, agent or attorneys for services rendered to the corporation.

6. All funds, and the titles to all properties acquired by this Association, and the proceeds thereof, shall be held in trust for the owners of the condominium units in accordance with the provisions of the Declaration of Condominium and its supporting documents.

7. All of the powers of this Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium, together with its supporting documents which govern the use of the owned and leased lands to be operated and administered by this Association.

8. In addition to all of the powers above granted, the Association shall have the power to enter into leases for the use of boat slips owned by or leased by the Association for recreational purposes and for the use and benefit of the owners of individual Units in the Condominium building to be operated by this Association, and to assess the owners of units as common expenses, the obligations of the Association incurred due to the Association's ownership of any such boat slips, and under any such boat slip lease which may include the payment of sovereign submerged land lease rentals, taxes, assessments, insurance premiums, utilities, maintenance and repairs, costs of operation and any other levy as provided for in any such boat slip lease to which the Association may become a party. In addition, the Association shall have the power to pay the owners of the leased sovereign submerged land, boat slip owners, or their assigns, any rentals called for in any lease to which the Association is a party.

ARTICLE IV Membership

The qualification of members, the manner of their admission, and the voting by members shall be as follows:

1. This corporation shall be organized without any capital stock.

2. All owners of Condominium Units in GRAND BAY CONDOMINIUM shall be members of the Association and no other persons or other entities shall be entitled to membership; provided, however, until such time as the Declaration of Condominium for GRAND BAY CONDOMINIUM, has been placed on record with the Clerk of the Circuit Court of Collier County, Florida, the Developer shall be a member of the Association and entitled to one (1) vote, after which time, unless the Developer is the owner of Units, its membership shall cease.

3. Other persons shall become members of the Association by the recording in the Public Records of Collier County,

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Florida, a Deed establishing a change of record title to a Condominium Unit and the delivery to the Association of a certified copy of such Deed; the new owner(s) designated by such instrument, thereby becoming a member of the Association and the membership of the prior owner(s) shall at that time be terminated.

4. The interest of any member in any part of the real property or in the funds or assets of the Association cannot be conveyed, assigned, mortgaged, hypothecated or transferred in any manner, except as an appurtenance to the Unit.

5. Voting by the members of GRAND BAY CONDOMINIUM ASSOCIATION, INC., in the affairs of this Association shall be one (1) vote per Unit. Said vote may be exercised or cast by the owner of each Unit in such manner as will be provided in the Declaration of Condominium and the Bylaws adopted by the Association. Should any member own more than one Unit, such member shall be entitled to cast as many votes as he owns Units in the manner provided herein and in said Bylaws and Declaration of Condominium.

ARTICLE V
Corporate Existence

This Association shall continue to exist so long as the Condominium known as GRAND BAY CONDOMINIUM, shall be in existence.

ARTICLE VI
Directors

1. The business of this Association shall be conducted by a Board of Directors having not less than three (3) nor more than nine (9) Directors as shall be determined by the Bylaws and in the absence of such determination shall consist of five (5) Directors. If at any time this Condominium shall consist of five (5) or fewer units, then in that event one owner of each Unit shall be a member of the Board of Directors. The initial Board of Directors shall consist of three (3) members and while the Developer is in control of the Association, the number of Directors shall be three (3).

2. The election of Directors, their removal or the filling of vacancies on the Board of Directors shall be in accordance with the Bylaws of the Association. Directors shall be elected at the annual meeting of the members of the Association by the Developer (if applicable) and by the members, and they shall hold office for a one (1) year term or until their successors are duly elected. The Developer shall have the right to elect a majority of the Directors until such time as it is required by law to transfer control of the Association to Unit Owners.

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ARTICLE VII
Directors and Officers

The names and addresses of the first Board of Directors and the officers of the Association who shall hold office until their successors are elected and qualified are as follows:

<u>Name</u>	<u>Address</u>
Robert D. Stakich	1001 North Barfield Drive Post Office Box 1907 Marco Island, Florida 33969
David C. Bennett	1001 North Barfield Drive Post Office Box 1122 Marco Island, Florida 33969
Anthoni Maguire	1001 North Barfield Drive Marco Island, Florida 33937

ARTICLE VIII
Bylaws

The Bylaws of the Association shall be adopted by the Board of Directors. The amendment, alteration or rescission of said By-laws shall be in accordance with the provisions of said Bylaws.

ARTICLE IX
Amendments to Articles of Incorporation

1. The Articles of Incorporation may be amended by the members at any regular, special or annual meeting of the members at which a quorum is present, called for such purpose, or in the case of an annual meeting, provided notice of the proposed changes have been furnished in writing to all members or persons entitled to vote thereon, at least thirty (30) days prior to said meeting. Such amendment shall be effective when approved by at least sixty-six percent (66%) of the total number of votes to which the Unit Owners present and voting shall be entitled, except as provided in Paragraph 2 immediately below; provided, further, that as long as the Developer has the power to elect a majority of the Board of Directors, no amendment shall be effective without its written approval.

2. No amendment to these Articles of Incorporation shall be valid without the written consent of one hundred percent (100%) of the members and as provided in the Declaration of Condominium as to any of the following matters:

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(a) No amendment may be made which in any way changes the percentage of ownership owned by any member of a Unit in a general common property or limited common property of the Condominium; or,

(b) No amendment may be made which in any way modifies the vote which may be cast by any member; or,

(c) No amendment may be made which in any way modifies the percentage of the assessments to be levied against any member for the operation and maintenance of the general common property or limited common property of the condominium; or,

(d) No other amendment to the Articles relating to provisions as set forth in the Declaration shall be effective without the percentage vote required therein, wherever applicable.

**ARTICLE X
Assessments and Funds**

1. All assessments paid by the owners of Units for the maintenance and operation of GRAND BAY CONDOMINIUM, shall be utilized by the Association to pay for the costs of said maintenance and operation, as set forth in the Declaration and Bylaws. The Association shall have no interest in any funds received by it through assessments on the owners of individual Units except to the extent necessary to carry out the powers vested in it as agent for said members.

2. The Association shall make no distribution of income to its members, Directors or officers, and it shall be conducted as a non-profit corporation. The refund of unused assessments to an owner paying the same shall not constitute a distribution of income.

IN WITNESS WHEREOF the subscriber, being the undersigned person, named as incorporator, has hereunto set his/her hand and seal, this 24 day of August, 1989.

Address:

991 North Barfield Drive
Marco Island, Florida 33937

GRAND BAY DEVELOPMENTS, L.C.,
a Florida limited liability company

By: GRAND BAY OF MARCO, INC.,
a Florida corporation,
its Manager

By: David C. Bennett
David C. Bennett,
Vice President

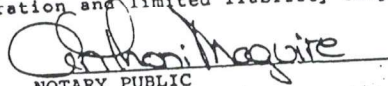
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STATE OF FLORIDA)
COUNTY OF COLLIER) ss:

The foregoing instrument was acknowledged before me, this 21
day of August, 1989, by David C. Bennett, the Vice President of
GRAND BAY OF MARCO, INC., a Florida corporation, the Manager of
GRAND BAY DEVELOPMENTS, L.C., a Florida limited liability company,
for and on behalf of said corporation and limited liability company.



NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 29, 1992
BONDED THRU HUCKLEBERRY & ASSOCIATES

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CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN
FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with Section 48.091, Florida Statutes, the following submitted:

That GRAND BAY CONDOMINIUM ASSOCIATION, INC., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business in Collier County, State of Florida, has named GRAND BAY OF MARCO, INC., a Florida corporation, located at 991 North Barfield Drive, Marco Island, Florida 33937, as its agent to accept service of process within Florida.

GRAND BAY CONDOMINIUM
ASSOCIATION, INC.,
a Florida non-profit
corporation

By: David C. Bennett
David C. Bennett
Vice President

Dated: August 24, 1989

Having been named to accept service of process for the above-stated corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

GRAND BAY OF MARCO, INC.,
a Florida corporation
Registered Agent

By: David C. Bennett
David C. Bennett,
Vice President

Dated: August 24, 1989

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