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DECLARATION OF CONDOMINIUM FOR BOULDER POINTE CONDOMINIUM

CHARLOTTE COUNTY, FLORIDA

This Declaration of Condominium made this 23rd day of January, 2004, by Page III, LLC., an Indiana limited liability company, as owner of the real property hereinafter described and developer of the improvements thereon (hereinafter called the "Developer"), for itself, its successors, grantees, assignees and/or their transferees.

WHEREAS, said Developer, as owner, makes the following declaration:

ARTICLE I

SUBMISSION STATEMENT

A. The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands, to the condominium form of ownership and use, in the manner provided by Chapter 718, Florida Statutes (hereinafter referred to as the "Condominium Act"), and the Developer does hereby submit the lands described in this instrument and improvements on such lands, to the condominium form of ownership and use.

B. The name by which the Condominium is to be identified is Boulder Pointe Condominium.

C. The address of the Condominium is North Beach Road, Englewood, Florida 34223.

D. The lands owned by the Developer, which by this instrument are submitted to the condominium form of ownership, are those certain lands lying in Charlotte County, Florida, as described in Exhibit A, attached hereto and made a part hereof, which shall hereinafter be referred to as "the Land".

Said Land shall be subject to conditions, restrictions, limitations, easements and reservations of record.

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E. All provisions of the Declaration shall be construed to be perpetual covenants running with the land and with every part thereof and interest therein, and every Condominium Parcel owner and claimant of the Lands or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Declaration, unless this Declaration shall be terminated pursuant to the Condominium Act and/or as provided herein. Both the burdens imposed and the benefits shall run with each Condominium Parcel as herein defined.

ARTICLE II

DEFINITIONS

The terms used in this Declaration and in the Articles of Incorporation, By-Laws and Rules and Regulations of BOULDER POINTE OF MANASOTA KEY CONDOMINIUM ASSOCIATION, INC. shall have the meaning stated in the Condominium Act and as follows, unless the context otherwise requires. Further, whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

A. Assessment means a share of the funds required for the payment of common expenses, which from time to time is assessed against the Unit Owner.

B. Association means the not-for-profit corporate entity responsible for the operation of the condominium and is designated herein as Boulder Pointe of Manasota Key Condominium Association, Inc.

C. Board of Administration or Board means the board of directors or other representative body responsible for administration of the Association.

D. Building means the structure in which the Units are located.

E. By-Laws means the by-laws of the Association existing from time to time.

F. Common Elements includes within its meaning the following:

1. The condominium property which is not included within the Units.
2. Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the Common Elements.
3. An easement of support in every portion of a Unit which contributes to the support of the Building.

4. The property and installations required for the furnishing of utilities and other services to more than one (1) Unit or to the Common Elements.

G. Common Expenses means all expenses incurred by the Association in the performance of its duties and as provided in the Condominium Act.

H. Common Surface Water Management System means those water management areas defined by Rule 40D-4.021(5), Florida Administrative Code, including but not limited to: streets, roads, rights-of-way, inlets, ditches, culverts, structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetland mitigation areas and conservation/preservation areas.

I. Common Surplus means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements, which exceed the Common Expenses.

J. Condominium means that form of ownership of real property which is created pursuant to the provisions of the Florida Condominium Act and which is comprised of Units that may be owned by one (1) or more persons, and in which there is, appurtenant to each Unit, an undivided share in the Common Elements. The term also refers to the Condominium which is the subject of this Declaration, Boulder Pointe Condominium.

K. Condominium Parcel means a Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit.

L. Condominium Property means the lands, leaseholds and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

M. Declaration or Declaration of Condominium means the instrument or instruments by which the Condominium is created, as they are from time to time amended.

N. Developer means the entity which creates a condominium or offers Condominium Parcels for sale or lease in the ordinary course of business, but does not include an owner or lessee or a unit owner who has acquired his unit for his own occupancy. The Developer of the Condominium is Page III, LLC., an Indiana limited liability company.

O. Institutional Mortgagee is the owner and holder of a mortgage encumbering a Condominium Parcel, which owner and holder of said mortgage shall be either a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, federal or state agencies, the Developer or other mortgagee which shall be acceptable to and approved by the Board of Directors of the Association.

P. Limited Common Elements means those Common Elements which are reserved for the use of certain Condominium Unit or Units to the exclusion of other Units, as specified in the Declaration.

Q. Operation or Operation of the Condominium includes the administration and management of the Condominium Property.

R. Unit means a part of the Condominium Property which is subject to exclusive ownership. A Unit may be in improvements, land or land and improvements, together, as specified in the Declaration of Condominium.

S. Unit Owner or owner of a Unit means the owner of a Condominium Parcel.

T. Utility Services as used in the Condominium Act and as construed with reference to the Condominium, and as used in the Declaration and all exhibits attached thereto, shall include, but not be limited to, electric power, gas, hot and cold water, heating and refrigeration, air conditioning, garbage and sewage disposal and other required services imposed by governmental authorities.

ARTICLE III

DEVELOPMENT PLANS

A. Improvements

Annexed hereto and made a part hereof as Exhibit B, are the survey and site plan and graphic descriptions of all Units, including their identification numbers, locations and dimensions. The legend and notes contained therein are incorporated herein and made a part hereof by reference.

B. Plot Plan

A survey and plot plan of the land comprising the Condominium and locating the improvements constructed thereon or to be construed thereon, are attached hereto as Exhibit B.

C. Unit Plans

The development plans of the Condominium, which contain a survey, plot plan, elevation and floor plans are attached hereto as Exhibit B. The legal description of each Unit shall consist of the identifying number of such Unit as shown on Exhibit B. Every deed, lease, mortgage or other instrument may legally describe a Unit and/or Condominium Parcel by its identifying number as provided for on the attached Exhibit B and each and every description shall be deemed good and sufficient for all purposes.

ARTICLE IV

IDENTIFICATION OF UNITS

A. The Condominium Property consists of the land described herein in Article III and all easements and rights appurtenant thereto, together with the buildings and other improvements constructed thereon, which includes the Units, Common Elements and Limited Common Elements.

B. The Condominium consists of three buildings, containing a total of nineteen(19) units, each of which is declared to be a Condominium Unit and subject to private ownership. Buildings 1 and 2 each contain eight (8) Units in four floors built over a ground floor containing covered parking spaces. Building 3 contains three (3) Units in three floors built over a ground floor containing covered parking spaces. Units are identified by the building number followed by a three digit unit number. For Buildings 1 and 2, the first digit represents the floor that the Unit is located on and the next two digits specify the particular unit on such floor. The first floor of Buildings 1 and 2 will contain Units 101 and 102. The second floor of Buildings 1 and 2 will contain Units 201 and 202. The third floor of Buildings 1 and 2 will contain Units 301 and 302 and the fourth floor of Buildings 1 and 2 will contain Units 401 and 402. The first floor of Building 3 will contain Unit 101, the second floor will contain Unit 102 and the third floor will contain 103. Each of the Units in Building 1 will consist of three (3) bedrooms, two and one-half (2 1/2) bathrooms and a terrace and contain 2,961 square feet of living space. Each of the Units in Building 2 will consist of three (3) bedrooms, two and one-half (2 1/2) bathrooms and a terrace and contain 2,763 square feet of living space. Each of the Units in Building 3 will consist of three (3) bedrooms, two and one-half (2 1/2) bathrooms and two terraces and contain 2,824 square feet of living space. The ground floor of each building consists of a storage area for each unit and parking spaces all of which are designated as limited common elements.

C. The Condominium also includes the Common Elements within each Building and amenities consisting generally of the entry drive, common grounds, one (1) swimming pool and pool deck, parking, utility infrastructure, landscaping, stairways and elevators.

D. Each Unit shall include that part of the Unit which boundaries are as follows:

1. Upper and Lower Boundaries

The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

a. Upper Boundary shall be the horizontal plane of the undecorated, finished ceiling including the ceiling of the terrace.

b. Lower Boundary shall be the horizontal plane of the undecorated, finished floor including the floor of the terrace.

2. Perimetrical Boundaries

The perimetrical boundaries of the Unit shall be the vertical plane of the undecorated and/or unfinished inner surface of the walls bounding the Unit, extended to intersections with each other and with the upper and lower boundaries.

3. Boundaries - Further Defined

The boundaries of the Unit shall not include all of those spaces and improvements lying within the undecorated and/or unfinished inner surfaces of the perimeter walls and those surfaces above the undecorated finished ceilings of each Unit, and those surfaces below the undecorated finished floor of each Unit, and further, shall not include those spaces and improvements lying within the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions, and further, shall exclude all pipes, ducts, wire, conduits and other utilities running through any interior wall or partition for the furnishing of utility services to other Units and/or for Common Elements.

E. There are no timeshare estates created or being sold as units in the condominium.

ARTICLE V

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

A survey, plot plan, and graphic description of improvements is attached as an exhibit, made a part of this document, and recorded simultaneously with it, showing the Units, Common Elements, and Limited Common Elements, with their location and approximate dimensions in sufficient detail to identify them. This survey, plot plan, and graphic description of improvements and the notes and legends appearing thereon are made a part of and shall be deemed and identified as Exhibit B to this Declaration. Exhibit B has been certified in the manner required by FS 718.104(4)(e).

ARTICLE VI

OWNERSHIP

A. Type of Ownership

Ownership of each Condominium Parcel may be in fee simple or in any other estate in real property recognized by law and subject to this Declaration.

B. Association Membership

The owners of record of the Units shall be members of the Association. There shall be one (1) membership for each Unit and if there is more than one (1) record Owner per Unit, then such owners shall designate one person to represent the Unit in all matters and such representative shall be the member.

C. Unit Owner's Rights

The Owner of a Unit is entitled to the exclusive possession of his Unit. He shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of Owners of other Units. There shall be a joint use of the Common Elements and joint mutual easement for the purpose is hereby created.

ARTICLE VII

RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS

The fee title of each Condominium Parcel shall include both the Condominium Unit and an undivided interest in the Common Elements; said undivided interest in the Common Elements is deemed to be conveyed or encumbered with its respective Condominium Unit, even though the description in the instrument of conveyance may refer only to the fee title to the Condominium Unit. The share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit. Any attempt to separate and/or any action to partition the fee title to a Condominium Unit from the undivided interest in the Common Elements appurtenant to each Unit shall be null and void.

ARTICLE VIII

PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS

Each of the Unit Owners of the Condominium shall own an undivided one- nineteenth (1/19) fractional interest in the Common Elements.

ARTICLE IX

COMMON EXPENSE AND COMMON SURPLUS

The Common Expenses to be borne by each Unit Owner shall be a proportionate share of the total expenses and costs of the Association. Each Unit Owner shall be responsible for a portion of the Common Expenses and costs, and such share shall be in the percentage of the undivided share

in the Common Elements to his Unit as set forth in Article VIII of this Declaration.

Any common surplus of the Association shall be owned by each of the Unit Owners in the same proportion as their percentage liability for Common Expenses.

ARTICLE X

MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

Responsibility for the maintenance of the Condominium Property and restrictions upon its alterations and improvements shall be as follows:

A. Units

1. By the Association. The Association shall maintain, repair and replace at the Association's expense:

a. All portions of a Unit contributing to the support of the Building, which portions shall include, but not be limited to, outside walls of the Building and all fixtures on its exterior, those portions of boundary walls not a part of a Unit; floor and ceiling slabs; load-bearing columns and load-bearing walls.

b. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portion of a Unit maintained by the Association; and all such facilities contained within a Unit that service part or parts of the Condominium other than the Unit within which contained.

c. All incidental damage caused to a Unit by such work immediately above-described shall be repaired promptly at the expense of the Association.

2. By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

a. To keep and maintain his Unit, its equipment and appurtenances in good order, condition and repair, and to perform promptly all maintenance and repair work within the Unit which, if omitted, would affect the Condominium in its entirety or in a part belonging to others; being expressly responsible for the damages and liability which his failure to do so may engender. Notwithstanding anything contained in this Declaration, the owner of each Unit shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all windows and all exterior doors, including sliding glass doors and all air conditioning and heating equipment, stoves, refrigerators, fans and other appliances and equipment, including pipes, wiring, ducts, fixtures and/or their connection required to provide water, light, power, air conditioning and heating, telephone, sewage and sanitary service to his Unit which may now or hereafter be situated in his Unit.

b. To maintain, repair and replace any and all walls, ceiling and floor interior surfaces, painting, decorating and furnishings, and all other accessories which such owner may desire to place and maintain in his Unit.

c. Where applicable, to maintain and keep in a neat and trim condition the floor, interior walls, screening and railings of patios, sun decks or balconies.

d. To promptly report to the Association any defect or need for repairs for which the Association is responsible.

e. Plumbing and electrical repairs to fixtures and equipment located within a Unit and exclusively servicing a Unit shall be paid for and be a financial obligation of the Unit Owners.

f. The Association has an irrevocable right of access to each Unit from time to time during reasonable hours as may be necessary for maintenance, repair or replacement of any common element or of any portion of a unit to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the Common Elements or to another Unit or Units.

g. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the Building, except that any unit owner may display one portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day may display in a respectful way, portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.

3. Alteration and Improvement. Except as elsewhere reserved to the Developer, neither a Unit Owner nor the Association shall make any alteration in the portions of a Unit that are to be maintained by the Association, remove any portion of such, make any additions to them, do anything that would jeopardize the safety or soundness of the building, impair any easement, or make any alteration to the exterior of the Building, or exterior windows and doors, without first obtaining approval in writing of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

B. Common Elements

1. By the Association. The maintenance and operation of the Limited Common Elements and Common Elements, including the Common Surface Water Management System and the repair, maintenance and replacement of landscaping and other improvements and facilities shall be the responsibility of the Association as a Common Expense. No construction activities may be conducted relative to any portion of the Surface Water Management System facilities without express written approval from the South District Office of the Department of Environmental Protection.

2. Alterations and Improvement. Pursuant to Section 718.113 (2)(a), F.S., after the completion of the improvements included in the Common Elements contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting Common Elements without prior approval in writing by not less than two-thirds (2/3) of the members of the Association, if the cost of same shall be a Common Expense which exceeds in cumulative expenditure for the calendar year, the sum of \$10,000.00. Any such alteration or improvement shall not interfere with the rights of any Unit Owner without their consent.

There shall be no change in the shares and rights of a Unit Owner in the Common Elements, or in his share of the Common Expenses whether or not the Unit Owner contributes to the costs of such alteration or improvements.

3. Land Acquisition. Land acquired by the Association may be added to the Land submitted to Condominium ownership hereby. This may be done by an amendment to this Declaration that includes the description of the acquired land and submits the said land to Condominium ownership under the terms of this Declaration. The amendment shall be executed by the Association and adopted by the Unit Owners in the manner elsewhere required. Such amendment, when recorded in the public records of Charlotte County, Florida, shall divest the Association of title to the land and shall state that it conveys all interest of the Association to and vests the title in the Unit Owners, without naming them and without further conveyance, in the same undivided shares as the undivided shares in the Common Elements appurtenant to the Units owned by them.

4. Land Not Incorporated. Any land acquired by the Association that is not incorporated into the Land by amendment of this Declaration, may be sold or mortgaged or otherwise disposed of by the Association after approval in writing by the record Unit Owners of not less than seventy-five percent of the Common Elements. This approval shall be evidenced by a certificate stating that the approval was duly given, which certificate shall be executed by the officers of the Association with the formalities of a deed and delivered to a purchaser or mortgagee of such land.

5. Personal Property. Any personal property acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association.

3. Enforcement of Maintenance

In the event the Owner of a Unit fails to maintain a Unit as required above, the Association, Developer or any other Unit Owner shall have the right to proceed to any appropriate court to seek compliance with the foregoing provisions; or the Association shall have the right to charge the Unit Owner for the necessary sums to put the improvements within the Unit in good condition.

Further, in the event a Unit Owner violates any of the provisions of this section, the Association shall have the right to levy reasonable fines against the Unit. No fine will become a lien against a Unit and no fine may exceed \$100 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. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied.

ARTICLE XI

USE RESTRICTIONS

The use of the Condominium Property shall be in accordance with the following provisions:

A. Units

1. Each of the Units shall be occupied only by an owner, members of his family, his servants, guests and tenants, as a residence and for no other purpose.

2. No Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the Units to be affected thereby.

3. Nothing shall be hung, displayed or placed on the exterior walls, door or windows of the Unit or the Building without the prior written consent of the Board; provided however, that any unit owner may display one portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day may display in a respectful way, portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.

4. No clotheslines or similar devices shall be allowed on any patios, sun decks or balconies of the Units, or any other part of the Condominium Property, without the written consent of the Board.

5. No owner shall make, allow or cause to be made, any structural addition or alteration of his Unit or the Common Elements without the prior written consent of the Board.

6. No animals shall be raised, bred or kept in any Unit or the Common Elements except as hereafter provided. Domesticated pets consisting of cats, dogs under 30 pounds, small birds and fish owned by a Unit Owner may be kept in a Unit provided that such animals are the breed or variety commonly kept as household pets, are not kept for any commercial purpose, are not allowed to run loose, are kept in strict accordance with such other rules and regulations relating to household pets as may be from time to time adopted by the Board, and do not, in the judgment of the Board, constitute a nuisance to others. Each Unit Owner and each occupant shall be responsible for picking up after any animal kept in such Unit Owner's or occupant's Unit, including, without limitation, removing any waste deposit by such animal anywhere within the Unit, Common Elements

or Limited Common Elements. Notwithstanding any provision contained herein, the Board shall have the right to modify from time to time any policies with regard to pets, including the right to allow additional pets or further restrict or prevent pets on the Property.

7. No Unit shall be used for transient accommodations such as a hotel or similar use. This prohibition shall not prevent the reasonable rental of a Unit for terms of not less than one week in accordance with the rules and regulations established by the Board.

B. Common Elements and Limited Common Elements

The Common Elements and limited Common Elements shall be used only for the purpose for which they are intended.

C. Nuisances

No nuisances shall be all allowed on the Condominium Property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper residential use of the Condominium Property by its residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or of the Common Elements which will increase the rate of insurance upon the Condominium Property.

D. Lawful Use

No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for maintenance and repair as provided in Article X.

E. Signs

No signs shall be displayed from a Unit or on Common Elements except such signs as shall have advance written approval by the Board.

F. Rules and Regulations

Reasonable rules and regulations concerning the use of the Condominium Property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request.

G. Proviso

Until the Developer has completed all of the contemplated improvements and closed the sales of all of the Units of the Condominium, neither the Unit Owners nor the Association nor the use of the Condominium Property shall interfere with the completion of all contemplated improvements and the sale of all Units, and the Developer may make such use of the unsold Units and Common Elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property and the display of signs.

ARTICLE XII

MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and protect the value of the Units, the transfer of Units by any owner other than the Developer shall be subject to the following provisions so long as the Condominium exists and the building in useful condition exists upon the Land, which provisions each Unit Owner covenants to observe:

A. Unrestricted Transfers

Subject to the limitations hereafter provided, a Unit Owner may, without restriction under the Declaration, sell, give, devise, lease or otherwise transfer his entire Unit.

1. Sale. At least ten (10) days prior to the execution of any agreement for the listing or contract of sale of a Unit, a Unit Owner shall give written notice to the Board of his intention to enter into any such Agreement. The Notice shall state the type of Agreement proposed to be entered into together with a summary of the sale terms, including, listing or sale price, if any.

2. Lease. No portion of a Unit which is less than the entire Unit shall be leased without the permission of the Board. Units may be leased by the Unit Owner, provided that no lease shall be for a term less than one week. Each Lease shall be in writing and a copy of every such Lease, as and when executed, shall be furnished to the Board prior to occupancy by the Tenant. Such Lease shall include the name of the Tenant, address of the Tenant, telephone numbers, and other contact information for the Tenant together with such other information as the Board shall from time to time reasonably request. The Lessee under every such Lease shall be bound by and subject to all of the obligations under the Declaration and By-Laws of the Unit Owner making such Lease and the failure of the Lessee to comply therewith shall constitute a default under the Lease which shall be enforceable by the Board and the Lease shall be deemed to expressly so provide. The Unit Owner making such Lease shall not be relieved thereby from any of such obligations.

B. Transferee Bound

The Transferee of a Unit, whether such transfer is by conveyance, Lease, devise or any other method of transfer shall be bound to all of the provisions of the Declaration and By-Laws

of the condominium and such rules and regulations as may be from time to time adopted by the Board to the same extent and with the same effect as the transferor of such Unit.

C. Exceptions

The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to, or purchase by an Institutional Mortgagee which acquires title as a result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional Mortgagee. Neither shall such provisions apply to a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale. Neither shall any of the provisions of this section apply to the financing and encumbering of the Property or the sale or lease of a Unit by the Developer.

D. Purchase of Units by the Association

The Association shall have the power to purchase Units subject to the following:

1. Decision. The decision of the Association to purchase a Unit shall be made by its Board of Directors, without approval of its members, except as hereinafter provided.

2. Limitation. If at any one time the Association is the owner or agreed purchaser of two (2) units, it may not purchase any additional Unit without the prior written approval of seventy-five percent (75%) of the members eligible to vote thereon, excluding the Association. A member whose Unit is the subject matter of the proposed purchase shall be ineligible to vote thereon; provided, however, that the foregoing limitation shall not apply to Units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

ARTICLE XIII

PARKING SPACES

There will be one parking space within the Building assigned by the Developer to each Unit. There may be additional parking spaces in the Building that will be assigned by the Developer at its discretion. All of the assigned parking spaces will be located in the ground floor of the Building and will be designated as Limited Common Elements and be identified, described and located on Exhibit B (designated as "LCE"). Upon the assignment by the Developer of such parking spaces in the Limited Common Elements to a Unit, the owners of such Unit shall have the exclusive right to the use thereof without separate charge by the Association, although nothing herein contained shall

be construed as relieving such owner from any portion of any assessment for Common Expenses made against a Unit, as herein provided, it being the intent that the cost of maintenance and administration of Limited Common Elements shall be included as part of the Common Expense applicable to all Units for purposes of assessments. The assignment of Limited Common Element parking spaces shall be at the sole discretion of the Developer. Upon such assignment, an Owner of a Unit to whom such assignment is made shall have the exclusive right of use of such parking space subject only to the rules and regulations adopted from time to time by the Board. The Unit Owner shall have the right to transfer such parking space with a transfer of his Unit or independent of a transfer of his Unit to another Unit Owner or the Association with or without consideration. All other Parking Spaces shall be Common Elements to be used on an as-available basis for guests and Unit Owners in accordance with rules and regulations from time to time adopted by the Board.

ARTICLE XIV

EASEMENTS

Each of the following easements and each of the easements described in Article XXI herein is a covenant running with the Land of the Condominium and notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose, and shall survive the termination of the Condominium and the exclusion of any lands of the Condominium from the Condominium.

A. Utilities

As may be required for utility services in order to adequately serve the Condominium Property; provided, however, easements through a Unit shall be substantially in accordance with the plans and specifications for the Building or as the Building is actually constructed, unless approved, in writing, by the Unit Owner.

B. Pedestrian and Vehicular Traffic

For pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist, upon the Common Elements; and for the vehicular traffic over, through and across such portions of the Common Elements as may be from time to time paved and intended for such purposes.

C. Support

Every portion of a Unit contributing to the support of the Building or an adjacent Unit shall be burdened with an easement of support for the benefit of all other Units and Common Elements in the building.

D. Perpetual NonExclusive Easement in Common Elements

The Common Elements shall be, and the same are hereby declared to be subject to a perpetual nonexclusive easement in favor of all of the owners of Units in the Condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners.

E. Right of Entry into Private Dwellings in Emergencies

The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or any portion of a Unit to be maintained by the Association pursuant to this Declaration or a necessary to prevent damage to the Common Elements or to a Unit or Units.

F. Easement for Unintentional and Non-Negligent Encroachment

In the event that any Unit shall encroach upon any of the Common Elements for any reason not caused by the purposeful or negligent act of the Unit Owner or owners, or agents of such owner or owners, then an easement appurtenant to such Unit shall exist for the continuance of such encroachment into the Common Elements for so long as such encroachment shall naturally exist; and, in the event that any portion of the Common Elements shall encroach upon any Unit, then an easement shall exist for the continuance of such encroachment of the Common Elements into any Unit for so long as such encroachment shall naturally exist.

G. Air Space

An exclusive easement for the use of the air space occupied by a Unit as it exists at any particular time and as the Unit may lawfully be altered.

H. Easements or Encroachments

Easements or encroachments by the perimeter walls, ceiling and floor surrounding each Unit.

I. Easement for Overhangs

Easement for overhanging troughs or gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over Units or any of them.

J. Easement for Air Space of Common Elements

An exclusive easement for the use of the area and air space occupied by the air conditioning compressor and the equipment and fixtures appurtenant thereto, situated in and/or on Common Elements of the Condominium but exclusively serving and individually owned by the owner of the Unit, which exclusive easement shall be terminated automatically in any air space which

is permanently vacated by such air conditioning compressor, and the equipment and fixtures appurtenant thereto; provided, however, that the removal of same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies.

K. Cross-Use Easements - Adjacent Property

The Developer, for itself and its successors and assigns, reserves a perpetual nonexclusive ingress and egress easement and a perpetual nonexclusive use easement in favor of the unit or property owners of any development constructed by the Developer, its successors and assigns, located on parcels adjacent to the Condominium (the "Adjacent Owners"), over the Common Elements of the Condominium. It is intended that the Adjacent Owners will have the use and enjoyment of the Common Elements of this Condominium subject to the rules and regulations promulgated by the Association, which shall be enforced uniformly among the Unit Owners of Boulder Pointe Condominium and the Adjacent Owners. The Developer, its successors and assigns, shall also create the same easements in favor of the Unit Owners of Boulder Pointe Condominium over the common elements of any development constructed by the Developer, its successors and assigns, on parcels adjacent to the Condominium.

ARTICLE XV

ASSOCIATION

In order to provide for the proficient and effective administration of the Condominium by the owners of Units, a non-profit corporation known and designated as BOULDER POINTE OF MANASOTA KEY CONDOMINIUM ASSOCIATION, INC., has been organized under the laws of the State of Florida and said corporation shall administer the operation and management of the Condominium, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, its By-Laws and the Rules and Regulations promulgated by the Association from time to time.

A. Articles of Incorporation

A copy of the Articles of Incorporation of the Association is attached here to as Exhibit C.

B. By-Laws

The By-Laws of the Association shall be the by-laws of the Condominium, a copy of which is attached hereto as Exhibit D.

C. Limitation Upon Liability of Association

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium 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 other owners or persons.

D. Restraint Upon Assignment of Shares in Assets

The shares of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a Unit.

E. Approval or Disapproval of Matters

Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the By-Laws of the Association.

F. Membership and Voting

The record owners of all units in the Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership except for subscribers to the Articles of Incorporation. Membership shall be established by acquisition of ownership of fee title to, or fee interest in a Condominium Parcel in said Condominium, whether by conveyance, devise, judicial decree or otherwise, subject to the provisions of this Declaration and by the recordation among the public records of Charlotte County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such recorded deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated. On all matters as to which the membership shall be entitled to vote, there shall be only one (1) vote for each unit.

G. Directors

The affairs of the Association shall be managed by a Board of Directors who must be either Unit Owners, tenants residing in the condominium, officers of a corporate Unit Owner, or partners of a partnership Unit Owner.

H. Surface Water Management System

The Association has the responsibility to operate and maintain the Common Surface Water Management System in accordance with the Environmental Resource Permit issued by the South District Office of the Florida Department of Environmental Protection. If the Association ceases to exist, the Unit Owners shall be jointly and severally responsible for such operation and maintenance, unless and until an alternate entity assumes responsibility as provided by regulation. The South District Office of the Department of Environmental Protection shall have the right to take enforcement measures regarding the operation and maintenance of the Common Surface Water

Management System, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems.

I. Funds for Monitoring and Maintenance

If the Common Surface Water Management System includes on-site wetland mitigation which requires ongoing monitoring and maintenance, the Association shall allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation areas each year until the South District Office of the Department of Environmental Protection determines that the areas are successful in accordance with the project's Environmental Resource Permit.

ARTICLE XVI

INSURANCE

The insurance, other than title insurance, which shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

A. Authority to Purchase

All insurance policies upon the Condominium Property shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees, as their interest may appear, and provisions shall be made for the issuance of certificates or mortgagee endorsements to the mortgagees of Unit Owners. Such policies and endorsements shall be deposited with the Insurance Trustee, hereafter described. Unit Owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense. All policies purchased by the Association must be written by insurance companies authorized to do business in the State of Florida, and with offices or agents in Florida.

B. Coverage

1. Casualty. All Buildings and improvements, including Units and all personal property of the Association included in the Condominium Property, are to be insured in an amount equal to the insurable replacement value, excluding foundation and excavation costs, as determined periodically by the Board of Directors of the Association, and all such insurance must be obtained, if possible, from the same company. Such coverage shall provide protection against:

a. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, flood disaster and wind hazard insurance.

b. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism

and malicious mischief.

2. Public Liability. In such amounts and with such coverage as shall be required by the Board of Directors of the Association with cross liability endorsements to cover liability of the Unit Owners as a group to a Unit Owner.

3. Worker's Compensation. As shall be required to meet the requirements of law.

4. Association Insurance. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The Association may further obtain such other insurance as the Board of Directors of the Association, in its discretion, may determine from time to time to be in the best interest of the Association and the Unit Owners, including Directors' Liability Insurance or other insurance that an Institutional Mortgagee may reasonably require, so long as it is the owner of a mortgage on any Condominium Parcel.

C. Premiums

Premiums for insurance policies purchased by the Association shall be paid by the Association.

D. Assured

All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interest may appear and shall provide that all proceeds covering casualty losses shall be paid to any national bank in Charlotte County, with trust powers, as may be approved and designated insurance trustee by the Board of Directors of the Association, which trustee is herein referred to as the "Insurance Trustee". All insurance policies shall require written notification to each Institutional Mortgagee not less than ten (10) days in advance of cancellation of any insurance policy insuring the Condominium Property.

The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or sufficiency of the policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid, and hold same in trust for the purposes elsewhere stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the Insurance Trustee.

1. Common Elements. Proceeds on account of Common Elements shall be held in as many undivided shares as there are units in each Building, the shares of each Unit Owner being the same as his share in the Common Elements, as same are hereinabove stated.

2. Units. Proceeds on account of Units shall be held in the following undivided shares:

a. Partial Destruction. When a Building is to be restored, for the owners of damaged units in proportion to the cost of repairing the damage suffered by each Unit Owner.

b. Total Destruction. When a Building is to be restored, for the owners of all units in the Building in proportion to their share in the Common Elements appurtenant to their unit.

c. Mortgagee. In the event a mortgagee endorsement has been issued as to a unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear. In no event shall any mortgagee have the right to demand the application of insurance proceeds to any mortgage or mortgages which it may hold against units, except to such extent as said insurance proceeds may exceed the actual cost of repair or restoration of the damaged Building, and no mortgagee shall have any right to participate in the determination as to whether or not improvements will be restored after casualty.

E. Distribution of Proceeds

Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

1. Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

2. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittance to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

3. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damages for which the proceeds are paid shall not be reconstructed or repaired and the Condominium is to be terminated, the remaining proceeds shall be distributed to the beneficial owners according to the value of their Units, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

4. Certificate. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by the President and Secretary as to the names of the Unit Owners and their respective shares of the distribution.

5. Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association.

ARTICLE XVII

RECONSTRUCTION OR REPAIR AFTER CASUALTY

A. Determination to Reconstruct or Repair

If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following Manner:

1. Common Elements. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

2. Building

a. Lesser Damage. If the damaged improvement is a part of the Building, and if units to which fifty percent (50%) of the Common Elements or appurtenances are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty it is determined in the manner elsewhere provided that the Condominium shall be terminated.

b. Major Damage. If the damaged improvement is part of the Building and if units to which more than fifty percent (50%) of the Common Elements are appurtenant or found by the Board of Directors of the Association to be not tenantable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated as elsewhere provided, unless within sixty (60) days after the casualty the owners of seventy-five percent (75%) of the Common Elements agree in writing to such reconstruction or repair.

3. Certificate. The Insurance Trustee may rely upon a certificate of the Association made by the President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

B. Plans and Specifications

Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Building or as modified according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the Building, by the owners of not less than seventy-five percent (75%) of the Common Elements, including the owners of all damaged units, which approval shall not be unreasonably withheld.

C. Responsibility

If the damage is only to those parts of one (1) unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of construction or repair after casualty shall be that of the Association.

D. Estimates of Costs

Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

E. Assessments

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during the reconstruction and repair the funds for the payment of the costs thereof are insufficient, the Unit Owners who own the damaged units, and all Unit Owners in the case of damage to Common Elements, shall be liable to provide sufficient amounts of funds to pay the estimated costs. Such liability of the Unit Owners for damage to units shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to Common Elements shall be in proportion to the owners' share in the Common Elements.

F. Deductible Provision

The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a Common Expense.

G. Construction Funds

The funds for payment of costs of reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

1. Association. If costs of reconstruction and repair which are the responsibility of the Association are more than TWENTY THOUSAND DOLLARS (\$20,000.00), then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

2. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from the collections of assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following

manner:

a. Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Unit Owner, shall be paid by the Insurance Trustee to the Unit Owner, or if there is a mortgagee endorsement, then to the Unit Owner and the mortgagee jointly.

b. Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than TWENTY THOUSAND DOLLARS (\$20,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

c. Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than TWENTY THOUSAND DOLLARS (\$20,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

d. Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

e. Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a Unit Owner, and further provided, that when the Association or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction funds, so requires, the approval of an architect named by the Association shall

first be obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

ARTICLE XVIII

ASSESSMENTS

The making and collecting of Assessments against Unit Owners for Common Expenses shall be the obligation of the Board of Directors pursuant to the By-Laws and subject to the following provisions:

A. Share of the Common Expenses

Each Unit Owner shall be liable for a proportionate share of the Common Expenses and shall be entitled to an undivided share of the common surplus, such shares being set forth in Article VIII. A Unit Owner, regardless of how title is acquired, including, without limitation, a purchaser at a judicial sale, shall be liable for all Assessments coming due while he is the owner of a unit. Additionally, a unit owner shall be jointly and severally liable with the previous owner for all unpaid Assessments that came due up to the time of transfer of title. This liability is without prejudice to the rights the Unit Owner may have to recover from the previous owner the amounts paid by the Unit Owner therefor.

B. Non-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 Assessment is made.

C. Interest, Application of Payments

Assessments and installments of such Assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate allowed by the laws of the State of Florida from the date when due, until paid. All payments upon account shall be first applied to interest and then to the Assessment payment first due.

D. Lien for Assessments

The Association shall have a lien on each Condominium Parcel for any unpaid assessments, together with interest thereon, all reasonable costs and attorneys' fees incurred by the Association incident to the collection process, against the owner of such Condominium Parcel.

Said lien shall be effective from and shall relate back to the time of recording in the public records of Charlotte County, Florida, of the last to occur of the recording of this Declaration or amendment hereto creating the Condominium Parcel. However, as to first mortgages of record,

the lien is effective from and after recording of a claim of lien in the public records of Charlotte County, Florida. The lien shall be perfected by recording in the public records of Charlotte County, Florida, a claim of lien stating the description of the Condominium Parcel, the name of the record owner, the amount, the date when due and the name and address of the Association, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien.

E. Collection and Foreclosure

The Board of Directors may take such action as they deem necessary to collect Assessments of the Association by personal action or by enforcing and foreclosing said lien, and may settle and compromise same, if in the best interest of the Association. Said lien shall be effective as and in the manner provided by the Condominium Act, and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an Assessment lien, and to apply as a cash credit against its bid, all sums due the Association covered by the lien enforced. In case of such foreclosure, the Unit Owner may, upon discretion of the court, shall be required to pay a reasonable rental for the Condominium Parcel and the plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the Unit Owner and/or occupant.

F. Liability for Mortgagee, Lienor or Judicial Sale Purchaser for Assessment

Notwithstanding anything to the contrary contained in this Declaration of Condominium, where the mortgagee of a first mortgage of record or other purchaser of a unit, obtains title to a Condominium Parcel as a result of foreclosure of the first mortgage, or when the mortgagee of a first mortgage of record accepts a deed to said Condominium Parcel in lieu of foreclosure, such acquirer of title, his successors and assigns, shall be liable for the share of Common Expenses or Assessments by the Association pertaining to such Condominium Parcel, or chargeable to the former Unit Owner of such parcel which became due prior to the acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure, only to the extent provided in Section 718.116 (1)(b), Florida Statutes. The new owner by virtue of the acquiring of such title shall forthwith become liable for payment of the Common Expenses and such other expenses as may be chargeable to the owner of a Condominium Unit hereunder. The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the parcel and proceed in the same manner as provided in Section 718.116, Florida Statutes for the collection of unpaid Assessments.

G. Assignment of Claim and Lien Rights

The Association, acting through its Board of Directors, shall have the right to assign the collection of past due assessments to the Developer, or to any Unit Owner or group of Unit Owners, or to any third party; however, it may not assign its lien rights.

H. Unpaid Assessments - Certificate

Any Unit Owner shall have the right to require from the Association a certificate showing the amount of unpaid Assessments against him with respect to the Condominium Parcel. The holder of a mortgage or other lien shall have the same right as to any Condominium Parcel upon which he has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.

ARTICLE XIX

COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, By-Laws and Rules and Regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time. Failure of Unit Owners to comply therewith shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act.

A. Negligence

A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his family or his or their guests, invitees, employees or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

B. Costs and Attorneys' Fees

In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, the By-Laws and the Rules and Regulations adopted pursuant thereto, and said documents and rules and regulations 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 attorneys' fees as may be awarded by the court.

C. No Waiver of Rights

The Failure of the Association or any Unit Owner to enforce a covenant, restriction or other provision of the Condominium Act, this Declaration or any of the exhibits attached hereto, shall not constitute a waiver of the right to do so thereafter.

ARTICLE XX

AMENDMENT

Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

A. Notice

Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. Proposals to amend existing provisions of this Declaration shall comply with the requirements of Section 718.110(1)(b), Florida Statutes.

B. Resolution of Adoption

A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors must vote in person and members shall vote in person or by limited proxy. Except as elsewhere provided, such approvals must be either by:

1. Not less than two-thirds (2/3) of the votes of the entire membership of the Board of Directors and by not less than two-thirds (2/3) of the votes of the entire membership of the Association; or

2. Not less than two-thirds (2/3) of the votes of the entire membership of the Association; or

C. Resolution of Adoption for Errors or Omissions Not Materially Adversely Affecting Property Rights of the Unit Owners

A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by members of the Association whenever it appears that there is an omission or error in this Declaration of Condominium, or any exhibit attached hereto, or amendment hereto, as follows:

1. Not less than fifty percent (50%) of the votes of the entire membership of the Board of Directors and by not less than fifty percent (50%) of the votes of the entire membership of the Association.

2. Any amendment adopted pursuant to the provisions of paragraph C. 2. of this Article XX shall not materially adversely affect the property rights of Unit Owners.

3. Until the Developer has sold and conveyed all of the units in the condominium, any amendment adopted pursuant to this paragraph C.2. of this Article XX must be approved and consented to by the Developer.

D. Amendments by Developer

Notwithstanding any provisions provided herein, the Developer shall have the right to amend the Declaration without consent of the Unit Owners during the period of time prior to relinquishment of Developer control of the Association. The subject matter of any such amendment shall be at the discretion of the Developer provided that any such Amendment by the Developer without the consent of the Unit Owners is not prohibited by the Condominium Act.

E. Proviso

No amendment shall discriminate against any Unit Owner or against any unit, or class or group of units, unless the Unit Owners so affected shall consent; and no amendment shall change the configuration or size of any unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which a unit owner shares the Common Expenses or owns the Common Surplus, unless the record owner of the unit and all record owners of liens on the Unit concerned shall join in the execution of the amendment and unless all the record owners of all other units in the condominium approve the amendment. Neither shall an amendment make any change in the section entitled "Insurance", nor in the section entitled "Reconstruction or Repair After Casualty", unless the record owner of all mortgages upon the condominium shall consent to and join in the execution of the amendment, which consent shall not be unreasonably withheld, nor shall any amendment of this Declaration make any change which would in any way affect any of the rights, privileges, powers and options of the Developer unless the Developer shall join in the execution of such amendment. No amendment that would affect the ownership, operation or maintenance of the Common Surface Water Management System, shall be effective unless prior written approval is obtained from the South District Office of the Department of Environmental Protection.

F. Execution and Recording

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the public records of Charlotte County, Florida.

G. Amendments

The section concerning termination cannot be amended without consent of all Unit Owners and all record owners of mortgages upon Condominium Parcels.

ARTICLE XXI

DEVELOPER'S UNITS AND PRIVILEGES

A. Developer

The Developer, at the time of filing of this Declaration, is the owner of all of the real property, individual units and appurtenances comprising the Condominium. Therefore, the Developer, until all of the units have been sold and closed, shall be irrevocably empowered, notwithstanding anything herein to the contrary, to sell and lease Units to any person approved by the Developer. Said Developer shall have the right to transact upon the Condominium Property any business necessary to consummate the sale and lease of units, including, but not limited to, the right to maintain models, have signs, staff employees, maintain offices, use the Common Elements and show units. Any sales office, signs, fixtures or furnishings or other tangible personal property belonging to the Developer shall not be considered Common Elements and shall remain the property of the Developer. The Developer shall have the right to encumber the Condominium Property and to assign its rights under this Declaration of Condominium.

B. Amendment

Notwithstanding anything herein to the contrary, the provisions of this section shall not be subject to any amendment until the Developer has sold all of the units in the Condominium.

C. Development Easements

The Developer, for itself and its successors and assigns, reserves easements over the Condominium Property as necessary to complete future development of adjacent parcels, if any, including construction access and utilities.

ARTICLE XXII

TERMINATION

The Condominium may be terminated in the following manner in addition to the manner provided in the Condominium Act:

A. Destruction

In the event that it is determined in the manner elsewhere provided that the Condominium building shall not be reconstructed because of major damage, the Condominium plan of ownership will be thereby terminated without agreement.

B. Agreement

The Condominium may be terminated by the approval in writing of all of the owners of the units therein and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than seventy-five (75%) of the Common Elements, and of the record owners of all mortgages upon the units, are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable. Such option shall be upon the following terms:

1. Exercise of Option. The option shall be exercised by delivery or mailing by certified mail, to each of the record owners of the units to be purchased, of an agreement to purchase, signed by the record owners of units who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by each participating owner and shall provide for the purchase of all of the units owned by owners not approving the termination, and the effect of said agreement shall be to create a separate contract between each seller and his purchaser.

2. Price The sale price for each unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

3. Payment. The purchase price shall be paid in cash.

4. Closing. The sale shall be closed within thirty (30) days following the determination of the sale price.

C. Certificate

The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association, executed by the President and Secretary, certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Charlotte County, Florida. Upon recordation, the Association shall, within thirty days, notify the Division in the manner required by law.

D. Shares of Owners After Termination

After termination of the Condominium, Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be a percentage of the whole based on the total square footage of each Unit in uniform relationship to the total square footage of each Unit in the Condominium.

E. Amendments

This section concerning termination cannot be amended without consent of all Unit Owners and all record owners of mortgages upon Condominium Parcels, which consent may not be unreasonably withheld.

ARTICLE XXIV

SEVERABILITY AND INVALIDITY

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 of Condominium and the Articles of Incorporation, the By-Laws and the Rules and Regulations of the Association, shall not affect the validity of the remaining portions which shall run in full force and effect.

In the event any court shall hereafter determine that any provisions of this Declaration of Condominium, as originally drafted, or as amended, violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law, and for such purpose measuring lives shall be those of the incorporators of the Association.

ARTICLE XXV

INTERPRETATION

The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a Condominium in accordance with the laws made and provided for same; i.e., Chapter 718, Florida Statutes, as amended.

IN WITNESS WHEREOF, the Developer, Page III, LLC, has caused the execution of this Declaration of Condominium this 27th day of January, 2004.

WITNESSES:

[Signature]
[Signature]

Page III, LLC.

Developer

By [Signature]
Paul J. Page, Manager

STATE OF FLORIDA

COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 23rd day of January 2004, by Paul J. Page, Manager of Page III, LLC., who is personally known to me, on behalf of the company.

[Signature]
Notary Public

{NOTARIAL SEAL}

EXHIBIT A

LEGAL DESCRIPTION

LOTS 1 AND 2, ACCORDING TO THE PLAT OF "DEAN'S SUBDIVISION", AS RECORDED IN PLAT BOOK 17, PAGES 43A THROUGH 43B OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

ALSO AND TOGETHER WITH: THE SOUTH 100 FEET OF THE NORTH 636.25 FEET OF THAT PART OF SECTION 2, TOWNSHIP 41 SOUTH, RANGE 19 EAST, LYING WEST OF EXISTING PAVED COUNTY ROAD SUBJECT TO THE RIGHT-OF-WAY CONVEYED FOR ROAD PURPOSES BY DEED RECORDED IN DEED BOOK 37, PAGE 254, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, ALSO THE SOUTH 100 FEET OF THE NORTH 636.25 FEET OF SAID SECTION 2, LYING WEST OF SAID EXISTING PAVED COUNTY ROAD AND EAST OF THE ROAD RIGHT-OF-WAY CONVEYED BY SAID DEED RECORDED IN DEED BOOK 37, PAGE 254, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA. ALSO DESCRIBED AS: BEGIN AT A POINT ON THE WEST BOUNDARY OF A 66 FOOT EXISTING HIGHWAY RIGHT-OF-WAY 536.25 FEET DIRECTLY SOUTH OF THE NORTH BOUNDARY LINE OF SECTION 2, TOWNSHIP 41 SOUTH, RANGE 19 EAST, RUNNING THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID HIGHWAY RIGHT-OF-WAY TO A POINT 636.25 FEET DUE SOUTH OF THE NORTH BOUNDARY OF SAID SECTION LINE; THENCE WEST TO THE MEAN HIGH WATER MARK OF THE WATERS OF THE GULF OF MEXICO TO A POINT 636.25 FEET DUE SOUTH OF THE NORTH BOUNDARY LINE OF SAID SECTION; THENCE NORTHWEST ALONG MEAN HIGH WATER MARK OF THE GULF OF MEXICO TO A POINT 536.25 FEET DUE SOUTH OF THE NORTH BOUNDARY LINE OF SAID SECTION; THENCE EAST TO THE WEST LINE OF SAID ROAD RIGHT-OF-WAY TO THE POINT OF BEGINNING. ALL OF SAID LAND BEING WITH A PART OF SECTION 2, TOWNSHIP 41 SOUTH, RANGE 19 EAST, CHARLOTTE COUNTY FLORIDA. (NOT INCLUDED IN SURVEY) TOGETHER WITH AN EXCLUSIVE WALKING EASEMENT OVER AND ACROSS THE NORTH 3 FEET OF THE SOUTH 100 FEET OF THE NORTH 636.25 FEET OF THAT PART OF SECTION 2, TOWNSHIP 41 SOUTH, RANGE 19 EAST, LYING EAST OF EXISTING PAVED COUNTY ROAD.

INGRESS/EGRESS EASEMENT
BOULDER POINTE CONDOMINIUMS
SECTION 2, TOWNSHIP 41 SOUTH, RANGE 19 EAST
CHARLOTTE COUNTY, FLORIDA

A PARCEL OR TRACT OF LAND LYING IN SECTION 2, TOWNSHIP
41 SOUTH, RANGE 19 EAST, CHARLOTTE COUNTY, FLORIDA, WHICH
TRACT OR PARCEL IS DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER LOT 2, DEAN'S SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 17, PAGE 43A THROUGH 43B, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, THENCE S 26°31'49" E ALONG THE NORTHEASTERLY LINE OF SAID LOT 2 SAID LINE ALSO BEING THE SOUTHERLY RIGHT-OF-WAY FOR BEACH ROAD FOR 92.71 FEET TO THE POINT OF BEGINNING FOR SAID INGRESS/EGRESS EASEMENT. FROM SAID POINT OF BEGINNING RUN S 26°31'49" E ALONG SAID SOUTHERLY RIGHT-OF-WAY FOR 56.34 FEET TO A POINT OF CURVATURE; THENCE LEAVING SAID RIGHT-OF-WAY RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 35.00 FEET (CHORD BEARING N 83°52'47" W, CHORD 7.06, DELTA 11°34'34") FOR 7.07 FEET; THENCE N 89°40'04" W FOR 146.27 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 10.00 FEET (CHORD BEARING S 45°19'56" W, CHORD 14.14, DELTA 90°00'00") FOR 15.71 FEET; THENCE S 00°19'56" W FOR 4.00 FEET; TO AN INTERSECTION WITH THE NORTHERLY FACE OF PROPOSED BUILDING THREE N 89°40'04" W ALONG SAID NORTHERLY FACE FOR 48.00 FEET; THENCE N 00°19'56" E LEAVING SAID NORTHERLY FACE FOR 4.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 10.00 FEET (CHORD BEARING N 44°40'04" W, CHORD 14.14, DELTA 90°00'00") FOR 15.71 FEET; THENCE N 89°40'04" W FOR 8.16 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 13.00 FEET (CHORD BEARING S 45°19'56" W, CHORD 18.38, DELTA 90°00'00") FOR 20.42 FEET; THENCE S 00°19'56" W FOR 39.13 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT OF RADIUS 15.00 FEET (CHORD BEARING S 45°19'56" W, CHORD 21.21 FEET, DELTA 90°00'00") FOR 23.56 FEET; THENCE N 89°40'04" W FOR 23.96 FEET TO AN INTERSECTION WITH THE EASTERLY FACE OF PROPOSED BUILDING TWO; THENCE CONTINUE ALONG SAID EASTERLY FACE THE FOLLOWING FIVE COURSES AND DISTANCES N 00°19'56" W FOR 17.28 FEET; S 89°40'04" E FOR 8.96 FEET; N 00°19'56" E FOR 16.87 FEET; N 89°40'04" W FOR 8.96 FEET; N 00°19'56" E FOR 17.27 FEET; THENCE S 89°40'04" E LEAVING SAID EASTERLY FACE FOR 6.96 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 8.00 FEET (CHORD BEARING N 45°19'56" E, CHORD 11.31 FEET, DELTA 90°00'00") FOR 12.57 FEET; THENCE N 00°19'56" E FOR 10.11 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 8.00 FEET (CHORD BEARING N 25°12'52" W, CHORD 6.90 FEET, DELTA 51°05'35") FOR 7.13 FEET; THENCE N 50°45'40" W FOR 10.39 FEET; THENCE N 61°36'27" W FOR 50.17 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 3.00 FEET (CHORD BEARING N 75°39'53" W, CHORD 1.46 FEET, DELTA 28°06'52") FOR 1.47 FEET; THENCE N 89°43'18" W FOR 30.12 FEET TO AN INTERSECTION WITH THE EASTERLY FACE OF PROPOSED BUILDING ONE THENCE CONTINUE ALONG THE EASTERLY FACE THE FOLLOWING 5 COURSES AND DISTANCES N 00°16'42" E FOR 19.78 FEET; S 89°43'18" E FOR 8.96 FEET; N 00°16'42" E FOR 16.88 FEET; N 89°43'18" W FOR 8.96 FEET; N 00°16'42" E FOR 19.77 FEET; THENCE S 89°43'16" E LEAVING SAID EASTERLY FACE FOR 24.39 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT OF RADIUS 100.00 FEET (CHORD BEARING S 55°58'18" E, CHORD 111.11 FEET, DELTA 67°30'01") FOR 117.81 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 8.00 FEET (CHORD BEARING S 55°56'41" E, CHORD 8.88, DELTA 67°26'47") FOR 9.42 FEET; THENCE S 89°40'04" E FOR 171.89 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 35.00 FEET (CHORD BEARING N 57°31'43" E, CHORD 37.92, DELTA 65°36'25") FOR 40.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 16,772.70 SQUARE FEET MORE OR LESS

BEARINGS ARE ASSUMED AND BASED ON THE SOUTHERLY RIGHT- OF-WAY OF BEACH ROAD AS BEING S 26°31'49" E.

SURVEYOR'S PLAT EXHIBIT "B" TO CONDOMINIUM DECLARATION

BOULDER POINT CONDOMINIUMS

GENERAL NOTES

SECTION 2, TOWNSHIP 41 SOUTH, RANGE 19 EAST
CHARLOTTE COUNTY, FLORIDA

JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
FORT CHARLOTTE, FLORIDA

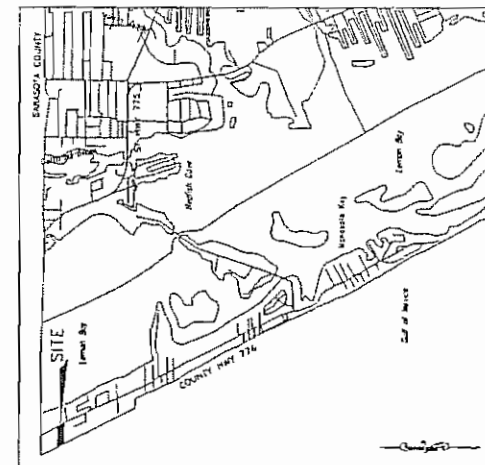
DEC 14 2003

Charles A. Johnson

* NOTE 1
THIS DOCUMENT MAY HAVE BEEN
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NOTES:

1. UNIT DIMENSIONS ARE ALONG THE INTERIOR UNFINISHED SURFACES UNLESS OTHERWISE NOTED.
2. ALL ANGLES IN EXTERIOR WALLS ARE 90° UNLESS OTHERWISE NOTED.
3. BUILDING LOCATIONS ARE 90° UNLESS OTHERWISE SHOWN.
4. BUILDING DIMENSIONS ARE TO AND/OR ALONG EXTERIOR SURFACES UNLESS OTHERWISE NOTED.
5. EXTERIOR FINISHES, STAIRS, AND UTILITIES ARE PROVIDED.
6. BEARINGS SHOWN HEREON ARE BASED ON THE CALCULATED MEASUREMENT BETWEEN COASTAL CONSTRUCTION CONTROL LINE MONUMENTS 01-82-A01 AND 01-82-A02 AS BEING 525°30'31" (PER BOUNDARY SURVEY BY JOHNSON ENGINEERING, INC. 12/17/02).
7. LATITUDE COORDINATES AND INTERIOR ELEVATION LOCATIONS ARE APPROXIMATE FROM PLANS FURNISHED BY THE ARCHITECT.
8. ALL DIMENSIONS SHOWN HEREON ARE IN FEET.
9. ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED.
10. THE SURVEYOR HAS REVIEWED THE PLANS FURNISHED BY THE ARCHITECT FOR CONSTRUCTION CONTROL LINE MONUMENT 01-82-A01-HM ELEVATION +7.20.
11. BOUNDARY SURVEY OF PROJECT SITE BY OTHERS.
12. ELEVATIONS SHOWN WITHIN THIS INSTRUMENT ARE BASED ON COASTAL CONSTRUCTION CONTROL LINE MONUMENT 01-82-A01-HM ELEVATION +7.20.
13. THE SUBJECT PROPERTY LIES IN FLOOD ZONES "AC", BASE FLOOD ELEVATION 16' AND ZONE VE, BASE FLOOD ELEVATION 14' AND ZONE VC, BASE FLOOD ELEVATION 13' AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 120061 0178 F, INDEX DATE MAY 3, 2003.



VICINITY MAP
SCALE: 1" = 2500'

COMMON ELEMENTS:

COMMON ELEMENTS MEAN THE PORTIONS OF THE PROPERTY SUBMITTED TO CONDOMINIUM OWNERSHIP AND NOT INCLUDED IN THE UNITS AS DEFINED IN FLORIDA STATUTE 718.101, INCLUDING:

1. THE LAND
2. THE UNITS
3. EASEMENTS
4. INSTALLATIONS FOR THE FURNISHING OF SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS, SUCH AS AIR CONDITIONING, ELECTRICITY, WATER AND SEWER.

UNITED COMMON ELEMENTS:

UNITED COMMON ELEMENTS MEAN THOSE PORTIONS OF THE COMMON ELEMENTS WHICH ARE RESERVED FOR THE USE OF A CERTAIN UNIT OR UNITS TO THE EXCLUSION OF OTHER UNITS.

UNITS:

UNITS MEAN A PART OF THE CONDOMINIUM PROPERTY WHICH IS SUBJECT TO EXCLUSIVE OWNERSHIP AS DESCRIBED IN THE DECLARATION.

CERTIFICATE

I, THE UNDERSIGNED, BEING A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, PURSUANT TO SECTION 718.104(4)(C), FLORIDA STATUTES, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS COMPRISING BUILDING UNITS 101, 102, 201, 202, 301, 302, 401 AND 402 BUILDING TWO UNITS 101, 102, 201, 202, 301, 302, 401 AND 402 BUILDING THREE UNITS 101, 102 AND 103 BOLDER POINT, A CONDOMINIUM, WITH THE DRAWINGS ATTACHED TO THIS CERTIFICATE AND THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE IMPROVEMENTS AND SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE DRAWINGS. THE UNDERSIGNED CERTIFIES THAT ALL IMPROVEMENTS AND UTILITIES INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES AND ACCESS TO THE UNITS AND COMMON ELEMENT FACILITIES SERVING SAID UNITS ARE NOT SUBSTANTIALLY COMPLETED.

DONE THIS 14th DAY OF DECEMBER, 2003

LELAND CLAYTON GATES III, P.E. (FOR THE FWS JB-442)
PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA CERTIFICATE NUMBER 5710
NOT VALID WITHOUT THE SIGNATURE AND THE SEAL, BASED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

BOULDER POINT CONDOMINIUMS

DESCRIPTIONS

" NOTICE -
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REPRODUCED COPY

PROPERTY DESCRIPTION: PROVIDED BY CLIENT

LOUIS I AND 2, ACCORDING TO THE PLAT OF "DEAN'S SUBDIVISION", AS RECORDED IN PLAT BOOK 17, PAGES 43A THROUGH 43B OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

MADE AND TOGETHER WITH THE SOUTH 100 FEET OF THE NORTH 636.25 FEET OF THAT PART OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 18 EAST, LYING WEST OF EXISTING PAVED COUNTY ROAD SUBJECT TO THE EASEMENT FOR ROAD PURPOSES IN DEED BOOK 37, PAGE 294, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, ALSO THE SOUTH 100 FEET OF THE NORTH 636.25 FEET OF SAID SECTION 2, LYING WEST OF SAID EXISTING PAVED COUNTY ROAD AND EAST OF THE ROAD RIGHT-OF-WAY, ALSO DESCRIBED AS: BEGIN AT A POINT ON THE WEST BOUNDARY OF SAID HIGHWAY RIGHT-OF-WAY TO THE NORTH 636.25 FEET SOUTH OF THE NORTH BOUNDARY OF SAID SECTION TWO, THENCE WEST TO THE MEAN HIGH WATER MARK OF THE GULF OF MEXICO TO A POINT 636.25 FEET SOUTH OF THE NORTH BOUNDARY LINE OF SAID SECTION; THENCE NORTHWEST ALONG MEAN HIGH WATER MARK OF THE GULF OF MEXICO TO A POINT 536.25 FEET SOUTH OF THE NORTH BOUNDARY LINE OF SAID SECTION; THENCE EAST TO THE WEST LINE OF SAID ROAD RIGHT-OF-WAY TO A POINT OF BEGINNING. ALL OF SAID LAND BEING WITH A PART OF SECTION 2, TOWNSHIP 19 EAST, CHARLOTTE COUNTY, FLORIDA. (NOT INCLUDED IN SURVEY).

SECTION 2, TOWNSHIP 19 SOUTH, RANGE 18 EAST, LYING WEST OF EXISTING PAVED COUNTY ROAD

INCREASE/EGRESS EASEMENT

DOUGLAS COUNTY, FLORIDA
SECTION 2, TOWNSHIP 41 SOUTH, RANGE 19
EAST

A PARCEL OR TRACT OF LAND LYING IN SECTION 2, TOWNSHIP 41 SOUTH, RANGE 19 EAST, CHARLOTTE COUNTY, FLORIDA, WHICH TRACT OR PARCO IS DESCRIBED AS FOLLOWS:

[illegible]

CONTAINING 16,772 TO SQUARE FEET MORE OR LESS
MEASUREMENTS ARE ASSUMED AND BASED ON THE SOUTHERLY RIGHT- OF-WAY OF BLANCH ROAD AS BEING S 26°31'49" E.

DEC 1 1 2003

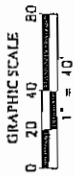
Richard C. Gifford

BOULDER POINT CONDOMINIUMS

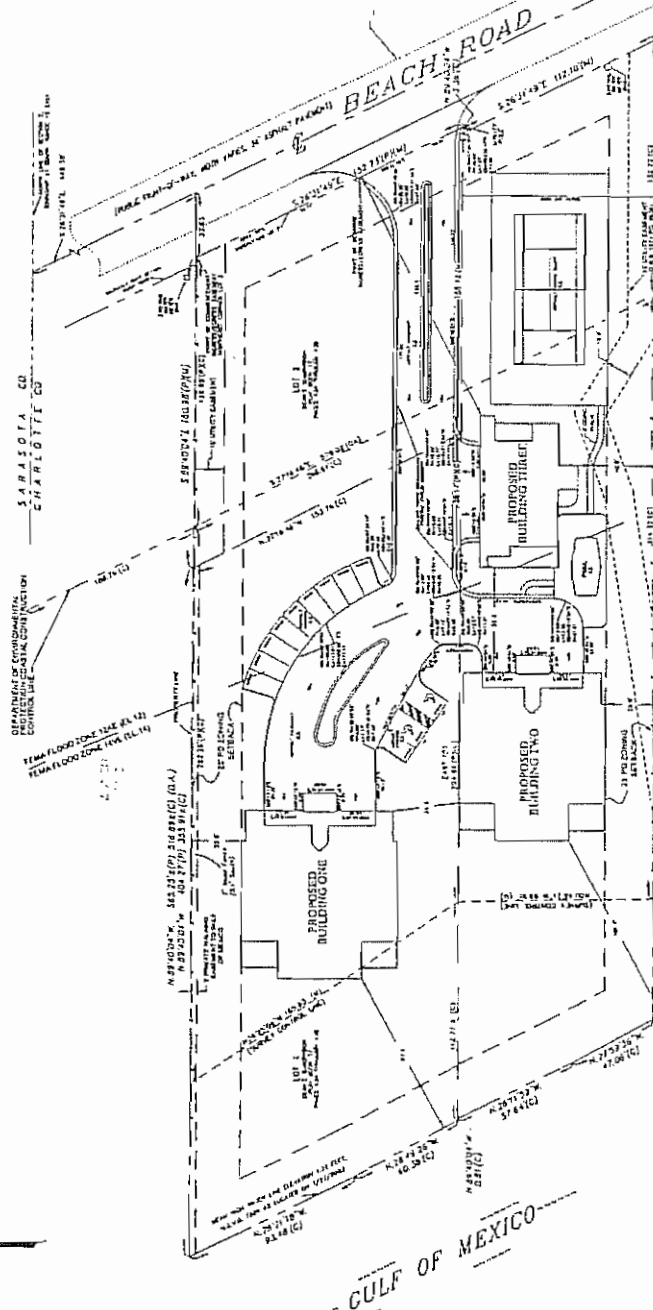
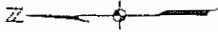
SITE PLAN - PROPOSED IMPROVEMENTS

CE DENOTES A COMMON ELEMENT

PREPARED BY:
JOHNSON ENGINEERING, INC.
3001 W. BAYVIEW AVENUE, SUITE 404
PORT CHARLOTTE, FLORIDA 33948



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Charles Johnson

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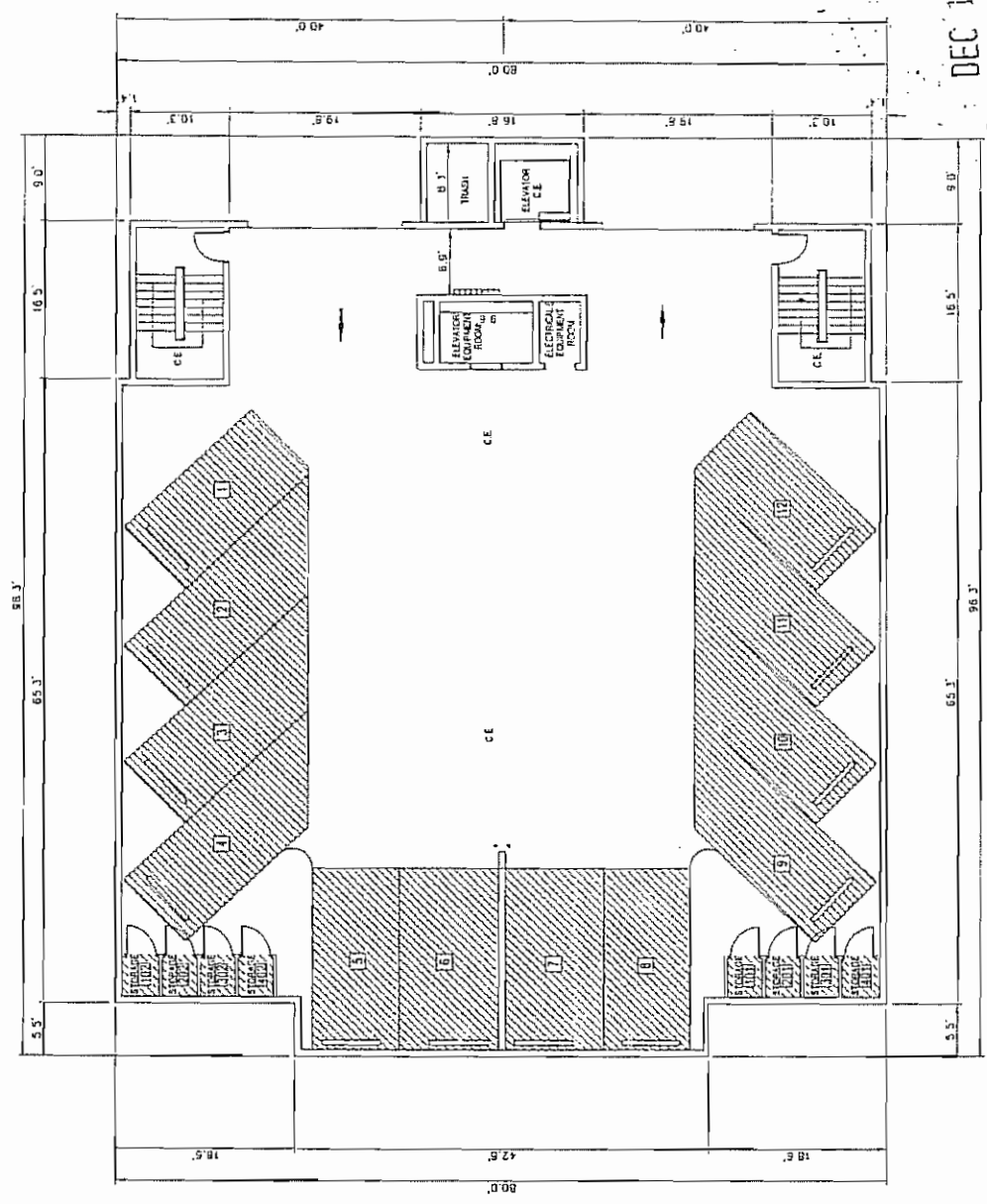
FLOOR PLAN - PROPOSED BUILDING ONE
GROUND FLOOR

PREPARED BY:
BCH ENGINEERING, INC.
16501 MAUROCK CIRCLE, SUITE 404
PORT CHARLOTTE, FLORIDA 33940



ALL DIMENSIONS ARE IN FEET
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CE DENOTES A COMMON ELEMENT
[Symbol] DENOTES A LIMITED COMMON ELEMENT
[Symbol] DENOTES ASSIGNED NUMBER



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Stefanie L. [Signature]

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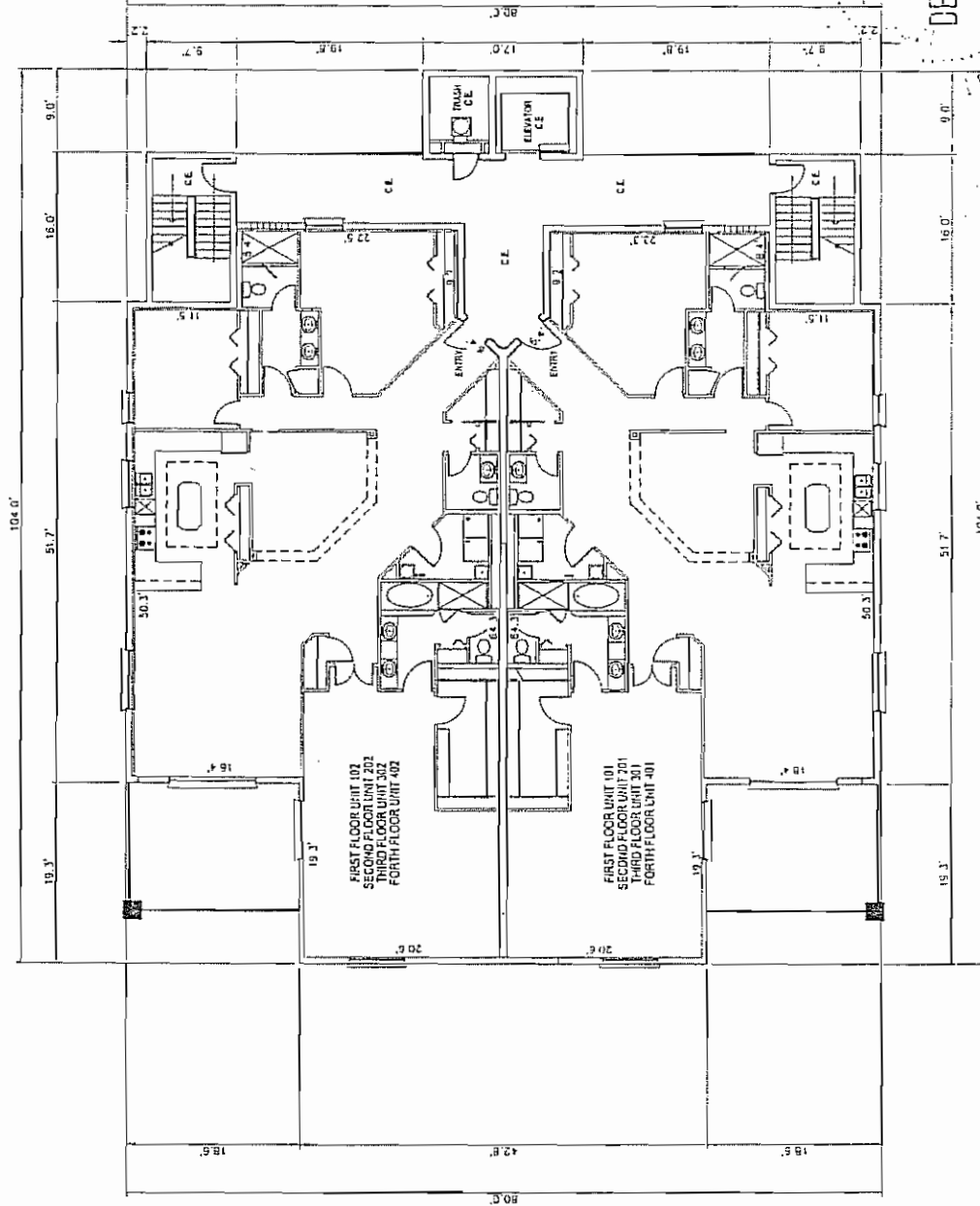
FLOOR PLAN - PROPOSED BUILDING ONE
FIRST THROUGH FOURTH FLOORS

PREPARED BY:
JENNISON ENGINEERING, INC.
18501 MARBOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FLORIDA 33948



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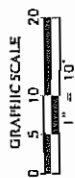
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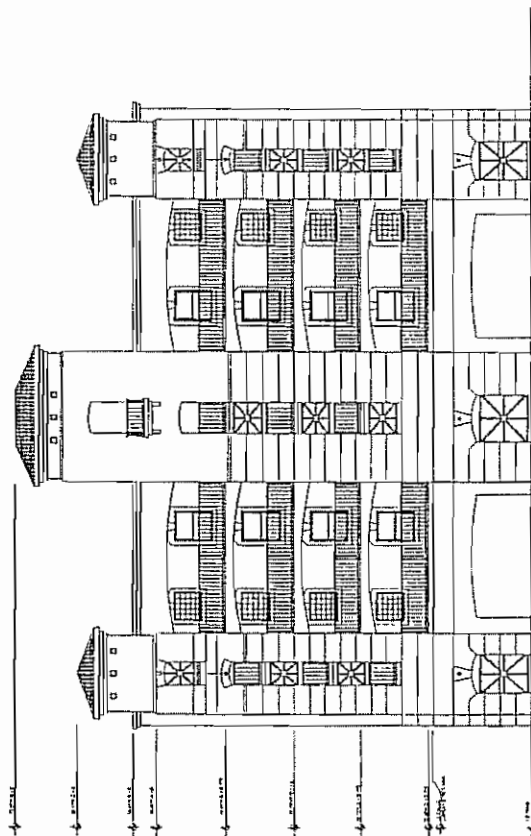
BOULDER POINT CONDOMINIUMS

ELEVATIONS - PROPOSED BUILDING ONE

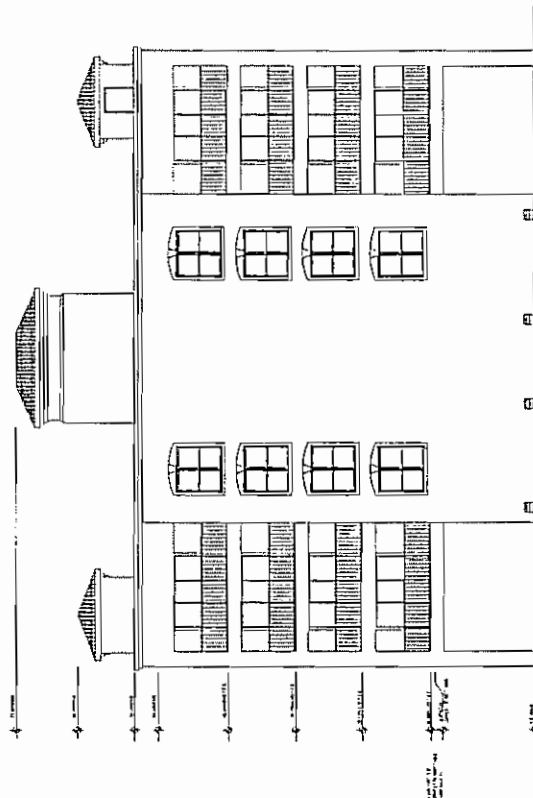
PREPARED BY:
KIMBERLY L. HENDERSON, INC.
18301 HURLOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FLORIDA 33948



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NOT TO SCALE



FRONT ELEVATION



REAR ELEVATION

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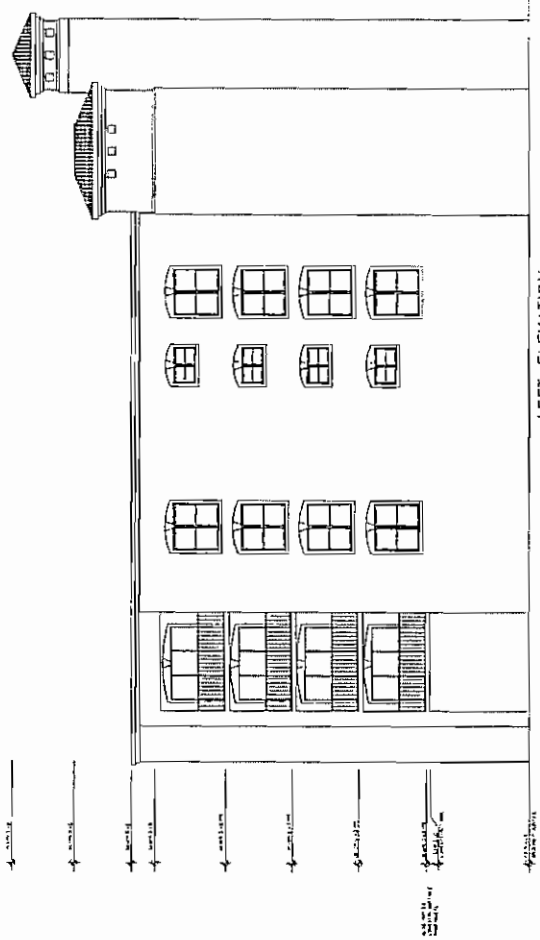
BOULDER POINT CONDOMINIUMS

ELEVATIONS - PROPOSED BUILDING ONE

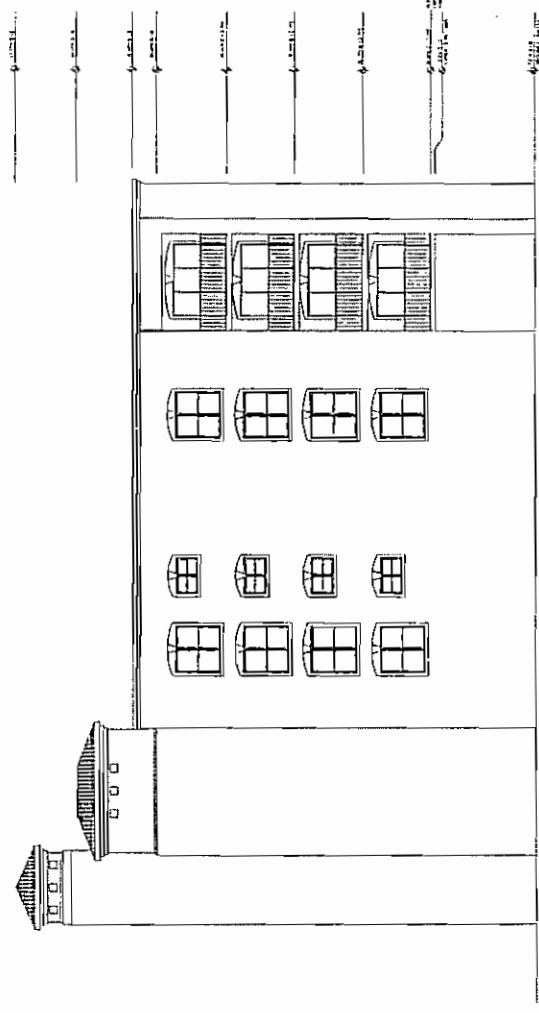
PREPARED BY:
JONAS ENGINEERING, INC.
1000 UNIVERSITY BLVD., SUITE 404
PORT CHARLOTTE, FLORIDA 33948



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LEFT ELEVATION



RIGHT ELEVATION

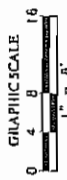
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[Signature]

BOULDER POINT CONDOMINIUMS

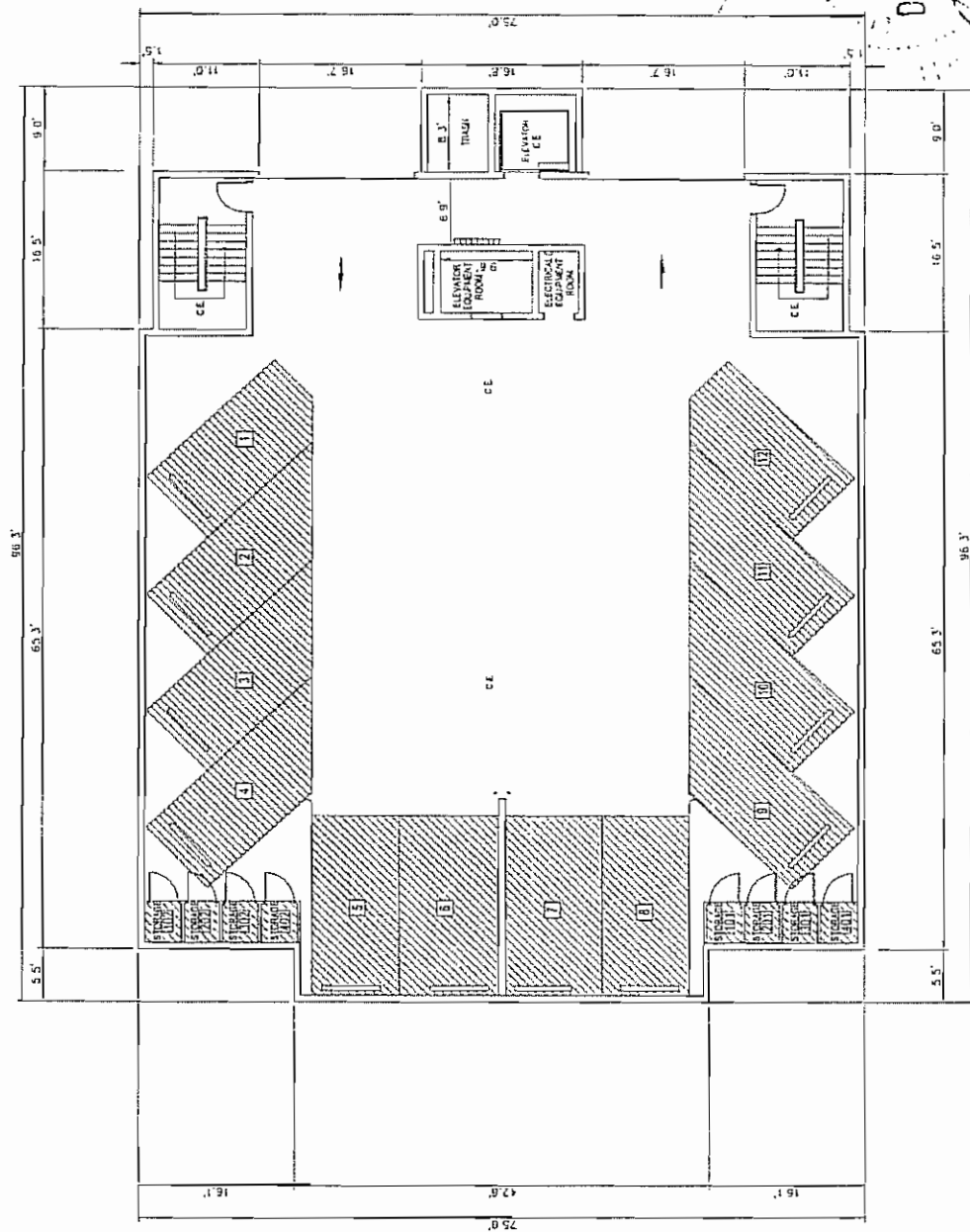
FLOOR PLAN - PROPOSED BUILDING TWO
GROUND FLOOR

CL DENOTES A COMMON ELEMENT
 [] DENOTES A LIMITED COMMON ELEMENT
 [] DENOTES ASSIGNED NUMBER

PREPARED BY:
 JOHNSON ENGINEERING, INC.
 16501 WILLOW CIRCLE, SUITE 404
 PORT CHARLOTTE, FLORIDA 33940



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DEC 19 2003
 [Signature]

BOULDER POINT CONDOMINIUMS

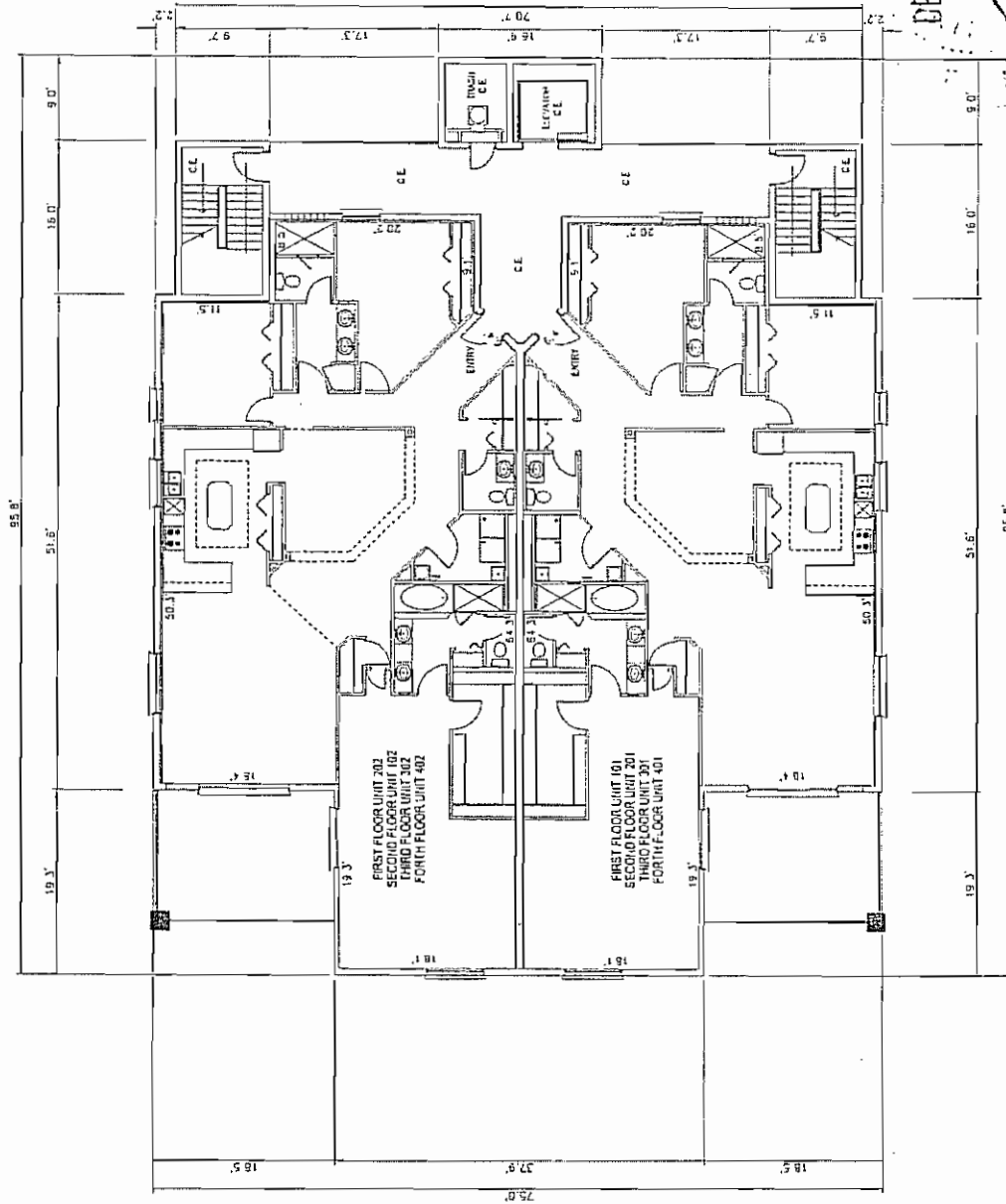
FLOOR PLAN - PROPOSED BUILDING TWO
FIRST THROUGH FOURTH FLOORS

CL DENOTES A COMMON ELEMENT

PREPARED BY:
JOHNSON ENGINEERING, INC.
14501 MURDOCK CIRCLE SUITE 404
PORT CHARLOTTE, FLORIDA 33948



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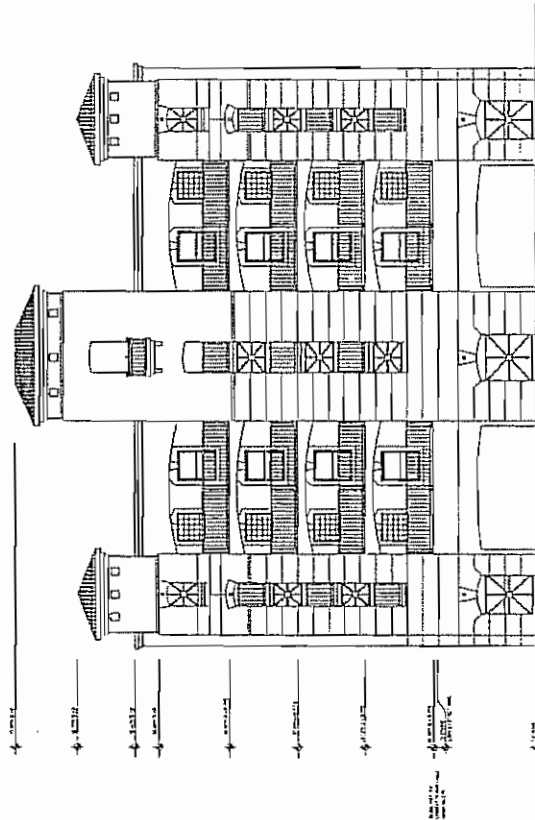
ELEVATIONS - PROPOSED BUILDING TWO

PREPARED BY:
PETERSON ARCHITECTURE, INC.
18501 WINDYBROOK CIRCLE, SUITE 404
FORT CHARLOTTE, FLORIDA 33948

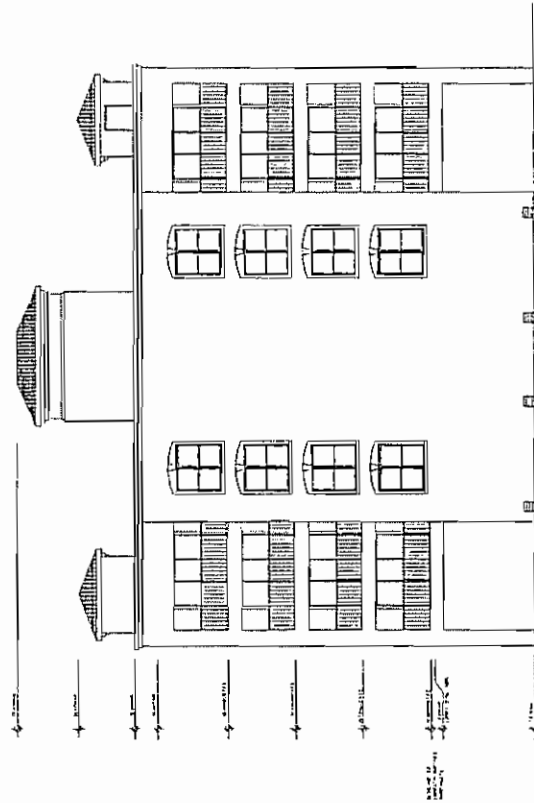
GRAPHIC SCALE



NOTES: * MARK BEEN PHOTOGRAPHICALLY RECORDED



FRONT ELEVATION



REAR ELEVATION

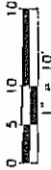
DEC 14 2003
Robert L. R. R.

BOULDER POINT CONDOMINIUMS

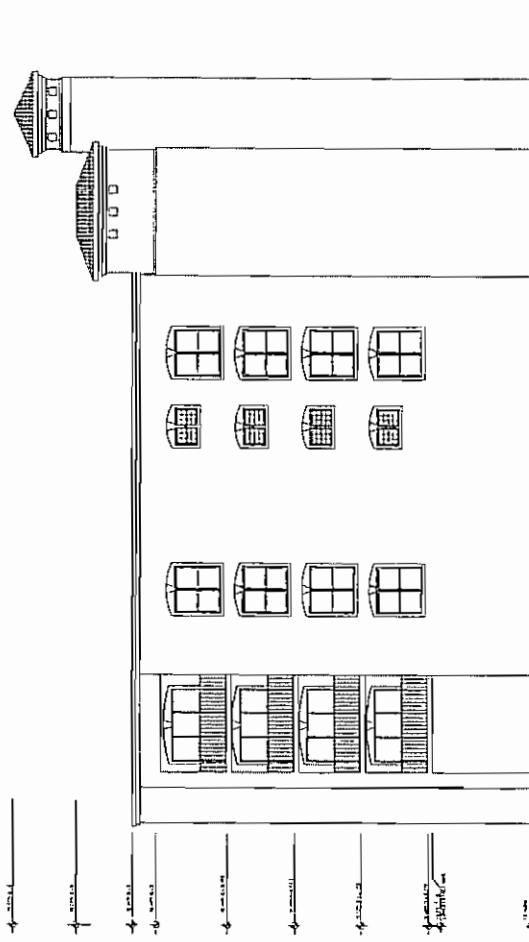
ELEVATIONS - PROPOSED BUILDING TWO

PREPARED BY:
JOHNSON ENGINEERING, INC.
18501 BAUDROCK CIRCLE, SUITE 404
FORT CHARLOTTE, FLORIDA 33948

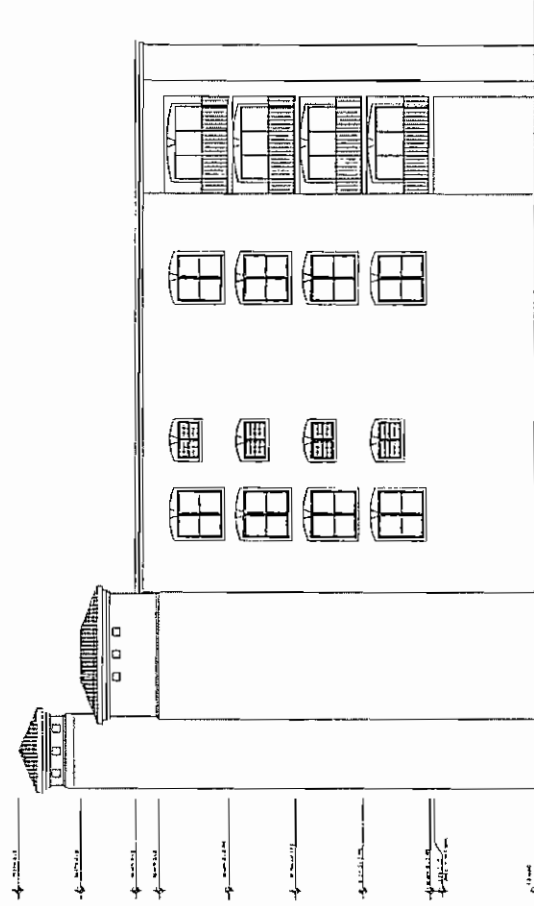
GRAPHIC SCALE



ALL DIMENSIONS
UNLESS OTHERWISE NOTED
HAVE BEEN
PHOTOGRAPHICALLY REDUCED



LEFT ELEVATION



RIGHT ELEVATION

DEC 19 2003

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BOULDER POINT CONDOMINIUMS

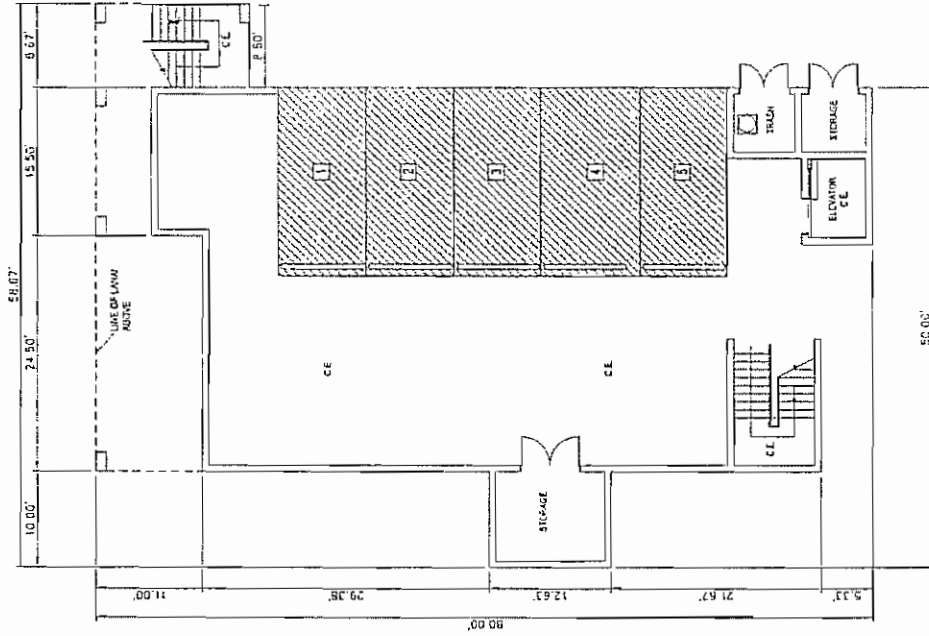
FLOOR PLAN - PROPOSED BUILDING THREE
GROUND FLOOR

CE DENOTES A COMMON ELEMENT
 DENOTES A LIMITED COMMON ELEMENT
 DENOTES ASSIGNED NUMBER

CE DENOTES A COMMON ELEMENT

PURITAN A LIMITED COMPANY OF PURITAN

6 DENOTES ASSIGNED NUMBER



PREPARED BY:
JOHNSON ENGINEERING, INC.
18501 MURDOCK CIRCLE SUITE 404
PORT CHARLOTTE, FLORIDA 33948

GRAPHIC SCALE



* NOTE -
THIS DOCUMENT MAY HAVE BEEN
PHOTOCOPIED FROM A REDUCED

DEC 19 2003

Adeline C. [Signature]

BOULDER POINT CONDOMINIUMS

FLOOR PLAN - PROPOSED BUILDING THREE
FIRST THROUGH THIRD FLOORS

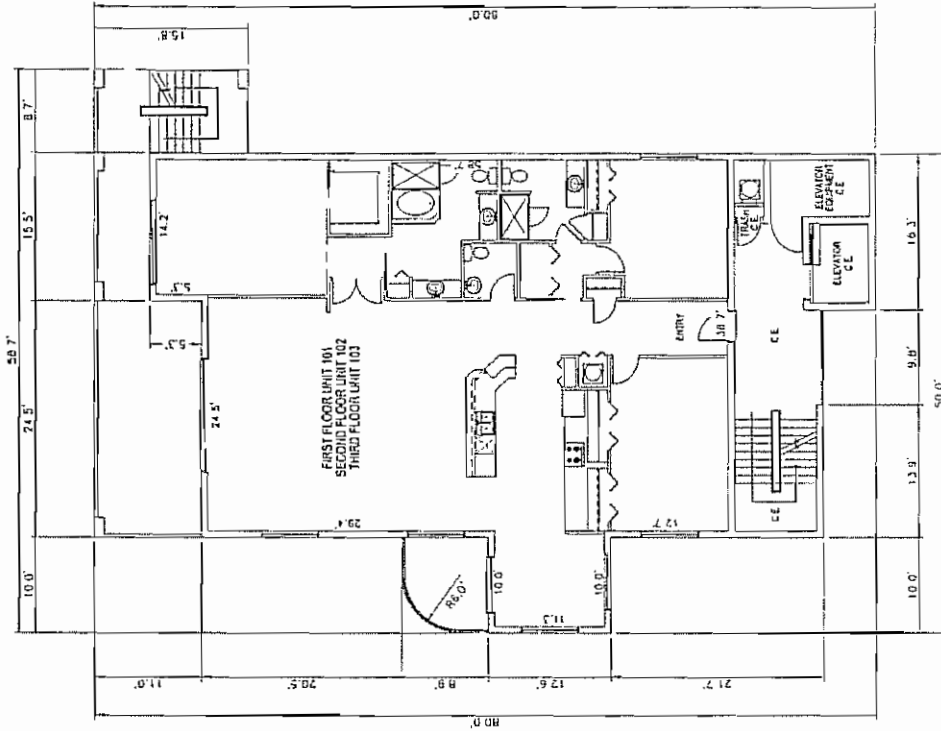
CL DEVOTES A COMMON ELEMENT

PREPARED BY:
JAMES H. HARRIS, INC.
16500 WILLOW CREEK SUITE 404
PORT CHARLOTTE, FLORIDA 33948

GRAPHIC SCALE



THIS FLOOR PLAN HAS BEEN
PHOTOGRAPHICALLY REDUCED



DEC 10 2003

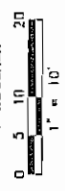
Blackstone

BOULDER POINT CONDOMINIUMS

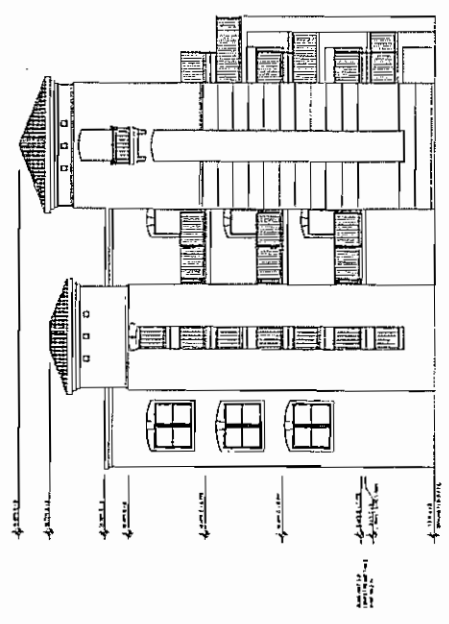
ELEVATIONS - PROPOSED BUILDING THREE

PREPARED BY:
JOHNSON ENGINEERING, INC.
18501 WARDEN CHURCH, SUITE 404
PORT CHARLOTTE, FLORIDA 33948

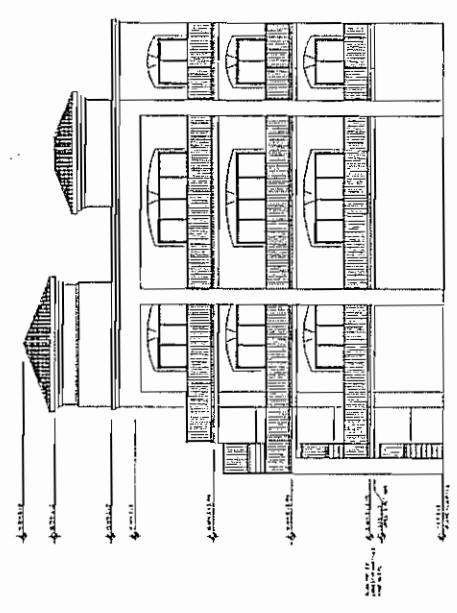
GRAPHIC SCALE



THIS DOCUMENT HAS BEEN
PHOTODUPLICATIONALLY REPRODUCED



FRONT ELEVATION



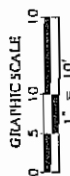
REAR ELEVATION

DEC 10 2003
Richard C. Be...

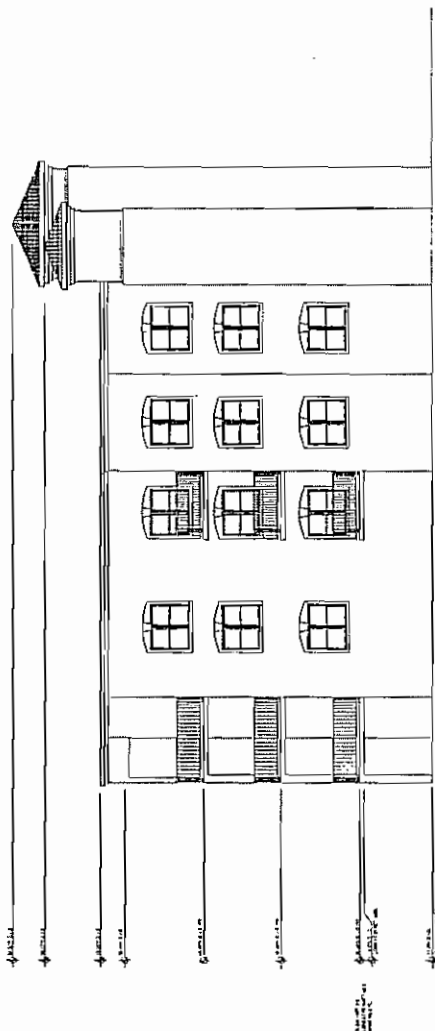
BOULDER POINT CONDOMINIUMS

ELEVATIONS - PROPOSED BUILDING THREE

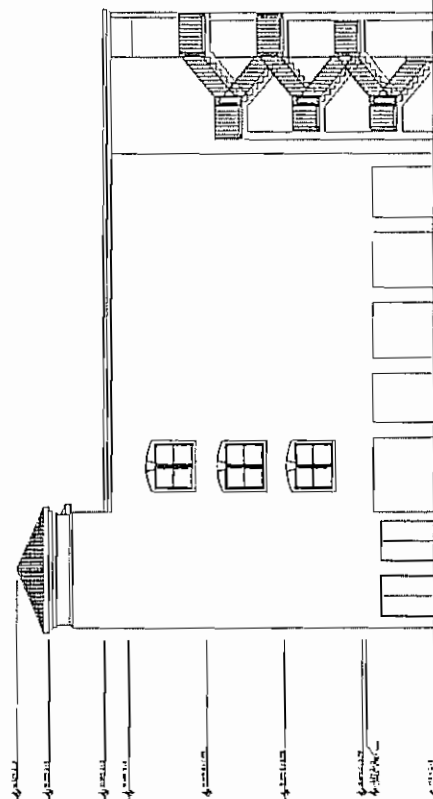
PREPARED BY:
JOHNSON ENGINEERING, INC.
18301 MURDOCK CIRCLE SUITE 404
FORTY CHALDTTE, FLORIDA 33948



* NONE *



LEFT ELEVATION



NIGHT DEVIATION

1997-1998 2003

11/10/2011

Amendments to Declaration

**1st AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
BOULDER POINTE CONDOMINIUM
ADDING SURVEYOR'S CERTIFICATE OF SUBSTANTIAL COMPLETION FOR
BUILDING 1 AND THE CONSENT AND JOINDER OF THE MORTGAGE
HOLDERS TO THE FILING OF DECLARATION OF CONDOMINIUM**

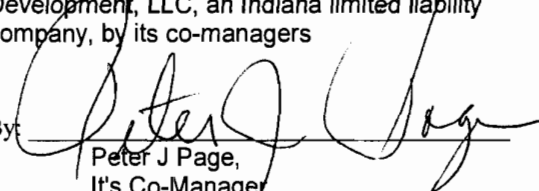
Page III, LLC, an Indiana limited liability company, pursuant to authority reserved in the Declaration of Condominium for Boulder Pointe Condominium, which declaration is recorded at Official Records Book 2862, Page 600, et seq., of the Public Records of Charlotte County, Florida, and pursuant to authority set forth in Chapter 718, Florida Statutes, does hereby amend the above-referenced Declaration of Condominium to add as an Exhibit to such Declaration of Condominium, the Surveyor's Certificate of Substantial Completion for Building 1 and the Consent and Joinder of the mortgage holders to the filing of the Declaration, which is attached hereto and incorporated herein by reference.

Executed this 20th day of August, 2007.

 **Return To:**
Tropical Title Ins. Agency, Inc.
660 9th St. North, Suite 3
Naples, Florida 34102

Page III, LLC, an Indiana limited liability company,
by its managing Member: Page Real Estate
Development, LLC, an Indiana limited liability
company, by its co-managers

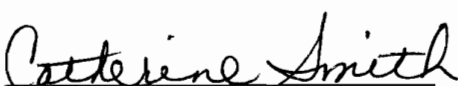
By


Peter J Page,
It's Co-Manager

By


Paul M Pittman,
It's Co-Manager

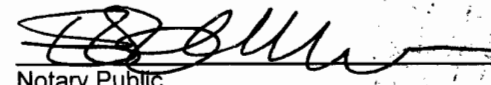

Print Name: ELIZABETH ENLOW


Print Name: CATHERINE Smith

State of Indiana
County of Marion

The foregoing instrument was acknowledged before me this 20th day of August, 2007, by Peter J Page and Paul M Pittman, as Co-Managing Members of Page Real Estate Development, LLC, an Indiana limited liability company, the Managing Member of Page III, LLC, an Indiana limited liability company, the company named in the foregoing instrument, with due authority on behalf of said company and are personally known to me and who did not take an oath.

seal


Notary Public

Notary Printed Name: ELIZABETH ENLOW

My Commission Expires: 22 APRIL 2015

Prepared by:
Page III, LLC
333 East Ohio Street, Suite 200
Indianapolis, IN 46204

**CONSENT AND JOINDER TO FILING
OF DECLARATION OF CONDOMINIUM**

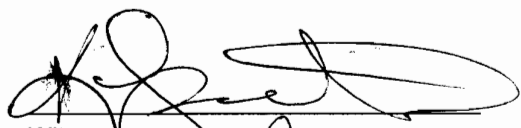
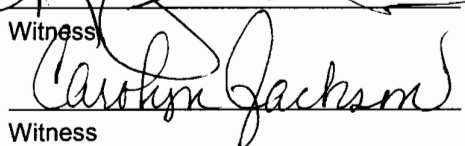
Whereas, Brooks Williams is the owner and holder of that certain mortgage from Page III, LLC, an Indiana limited liability company to Brooks Williams dated September 2, 2003 and recorded September 15, 2003 in OR Book 2306, Page 1033; Subordination Agreement recorded in OR Book 2597, Page 715 and Mortgage and Debt Subordination Agreement recorded in OR Book 3026, Page 342, and

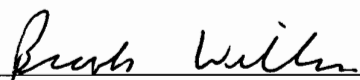
Whereas, the real estate subject to the aforementioned Mortgage has been submitted to the condominium form of ownership as the Boulder Pointe Condominium; and

Whereas, Brooks Williams desires to evidence his consent to the filing of the Declaration of Condominium;

Now therefore, in consideration of the premises and other good and valuable consideration to it in hand paid, Brooks Williams does consent to the Declaration of Condominium for Boulder Pointe Condominium, and does likewise consent to the establishment of the condominium form of ownership for the condominium property described therein in accordance with the provisions of the aforementioned Declaration of Condominium in accordance with the laws of the State of Florida. It being the intention of Brooks Williams to fully consent thereto in all respects required by Section 718.104(3), Florida Statutes, in force on the date of the execution of these presents.

In witness whereof, Brooks Williams has caused these presents to be duly executed this 10 day of August, 2007.

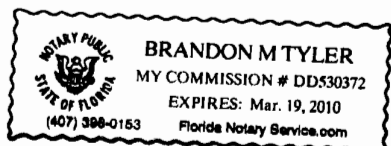

Witness

Witness

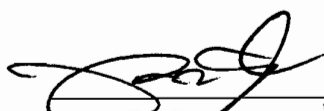
By: 
Brooks Williams

State of Florida County of Sarasota

The foregoing instrument was acknowledged before me this 10 day of August, 2007, by Brooks Williams, who 1) is personally known to me or 2) provided a Florida driver license as identification and and who did not take an oath.

Seal




Notary Public
Print Name: Brandon M Tyler
My commission expires: Mar. 19, 2010

CONSENT AND JOINDER TO FILING OF DECLARATION OF CONDOMINIUM

Whereas, Fifth Third Bank, Successor by Merger to First National Bank of Florida, Successor by Merger to Southern Community Bank of Southwest Florida, is the owner and holder of that certain mortgage from Page III, LLC, an Indiana limited liability company to Fifth Third Bank, Successor by Merger to First National Bank of Florida, Successor by Merger to Southern Community Bank of Southwest Florida, dated June 13, 2006 and recorded June 18, 2006 in OR Book 2250, on Page 1302; Mortgage Modification Spreader Agreement and Notice of Future Advance #1 (and to include additional property) dated August 29, 2003 and recorded in OR Book 2306, Page 1025; further modified by a Mortgage Modification and Notice of Future Advance #2 recorded in OR Book 2597, Page 715; Mortgage Modification recorded in OR Book 2597, Page 721; Assignment of Lease, Rents and Profits recorded in OR Book 2597, Page 728; UCC-1 Financing Statement recorded in OR Book 2597, Page 734; Mortgage Modification and Notice of Future Advance #3 recorded in OR Book 3026, Page 335 and Debt Subordination Agreement recorded in OR Book 3026, Page 342, and

Whereas, the real estate subject to the aforementioned Mortgage has been submitted to the condominium form of ownership as the Boulder Pointe Condominium; and

Whereas, Fifth Third Bank desires to evidence its consent to the filing of the Declaration of Condominium;

Now therefore, in consideration of the premises and other good and valuable consideration to it in hand paid, Fifth Third Bank by and through its authorized officer does consent to the Declaration of Condominium for Boulder Pointe Condominium, and does likewise consent to the establishment of the condominium form of ownership for the condominium property described therein in accordance with the provisions of the aforementioned Declaration of Condominium in accordance with the laws of the State of Florida. It being the intention of Fifth Third Bank to fully consent thereto in all respects required by Section 718.104(3), Florida Statutes, in force on the date of the execution of these presents.

In witness whereof, Fifth Third Bank has caused these presents to be duly executed by its authorized officer this 10 day of August, 2007.

Fifth Third Bank, Successor by Merger to
First National Bank of Florida, Successor by Merger to
Southern Community Bank of Southwest Florida

By: _____

Marcus Rosbrugh
Asst Vice President

Witness

Witness

State of Florida

County of Collier

The foregoing instrument was acknowledged before me this 10th day of August, 2007, by Marcus Rosbrugh, Vice President of Fifth Third Bank, who is personally known to me and who did not take an oath.

Seal



Notary Public

Print Name: Kristy England

My commission expires: 10/6/08 m

BOULDER POINTE CONDOMINIUMS

BOULDER POINTE CONDOMINIUMS SURVEY CERTIFICATION

I hereby certify pursuant to Section 718.104(4)(E) F.S., as amended, that the construction of Building One, Unit 101, Boulder Pointe Condominiums, as depicted on the attached exhibits is substantially complete; so that such material together with the provisions of the Declaration of Condominium of Boulder Pointe Condominiums, describing the condominium property is an accurate representation of the locations and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each home can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, landscaping, utility services, access to each unit and common element facilities serving Unit 101, are substantially completed.


Leland Clayton Gates, III
Professional Surveyor and Mapper
Florida Registration No. 5710
Date signed: AUG 14 2007

S:\20030000\20034251\Condominium Documents\Final Condo Docs Bldg 1\20034251 bldg 1 unit 101.dwg (SHEET 1) ddb Aug 15, 2007 - 7:43am

JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

UNIT 101 SURVEY CERTIFICATION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	NO SCALE	1 OF 9

BOULDER POINTE CONDOMINIUMS

BOULDER POINTE CONDOMINIUMS SURVEY CERTIFICATION

I hereby certify pursuant to Section 718.104(4)(E)F.S., as amended, that the construction of Building One, Unit 102, Boulder Pointe Condominiums, as depicted on the attached exhibits is substantially complete; so that such material together with the provisions of the Declaration of Condominium of Boulder Pointe Condominiums, describing the condominium property is an accurate representation of the locations and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each home can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, landscaping, utility services, access to each unit and common element facilities serving Unit 102, are substantially completed.


Leland Clayton Gates, #
Professional Surveyor and Mapper
Florida Registration No. 5710
Date signed: AUG 24 2007

S:\20030000\20034251\Condominium Documents\Final Condo Docs Bldg 1\20034251 bldg 1 unit 102.dwg (SHEET 1) ddb Aug 15, 2007 - 7:44am

JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

UNIT 102 SURVEY CERTIFICATION

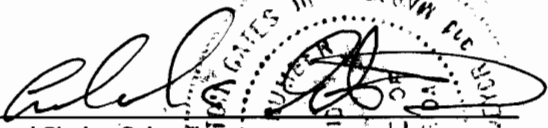
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	NO SCALE	1 OF 9

BOULDER POINTE CONDOMINIUMS

BOULDER POINTE CONDOMINIUMS SURVEY CERTIFICATION

I hereby certify pursuant to Section 718.104(4)(E)F.S., as amended, that the construction of Building One, Unit 201, Boulder Pointe Condominiums, as depicted on the attached exhibits is substantially complete; so that such material together with the provisions of the Declaration of Condominium of Boulder Pointe Condominiums, describing the condominium property is an accurate representation of the locations and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each home can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, landscaping, utility services, access to each unit and common element facilities serving Unit 201, are substantially completed.


Leland Clayton Gates, III
Professional Surveyor and Mapper
Florida Registration No. 5710

Date signed: _____

AUG 14 2007

S:\20030000\20034251\Condominium Documents\Final Condo Docs Bldg 1\20034251 bldg 1 unit 201.dwg (SHEET 1) ddb Aug 15, 2007 - 7:47am

JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

UNIT 201 SURVEY CERTIFICATION

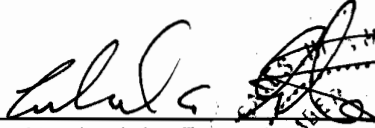
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	NO SCALE	1 OF 9

BOULDER POINTE CONDOMINIUMS

BOULDER POINTE CONDOMINIUMS SURVEY CERTIFICATION

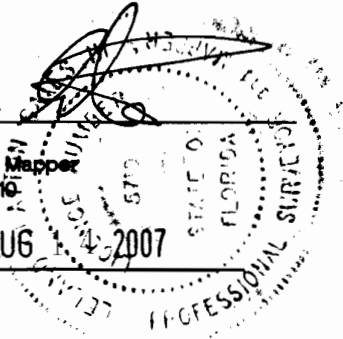
I hereby certify pursuant to Section 718.104(4)(E)F.S., as amended, that the construction of Building One, Unit 202, Boulder Pointe Condominiums, as depicted on the attached exhibits is substantially complete; so that such material together with the provisions of the Declaration of Condominium of Boulder Pointe Condominiums, describing the condominium property is an accurate representation of the locations and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each home can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, landscaping, utility services, access to each unit and common element facilities serving Unit 202, are substantially completed.


Leland Clayton Gates, III
Professional Surveyor and Mapper
Florida Registration No. 5710

Date signed: _____

AUG 14 2007



S:\20030000\20034251\Condominium Documents\Final Condo Docs Bldg 1\20034251 bldg 1 unit 202.dwg (SHEET 1) ddb Aug 15, 2007 - 7:48am



18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B #642 & L.B. #642

UNIT 202 SURVEY CERTIFICATION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	NO SCALE	1 OF 9

BOULDER POINTE CONDOMINIUMS

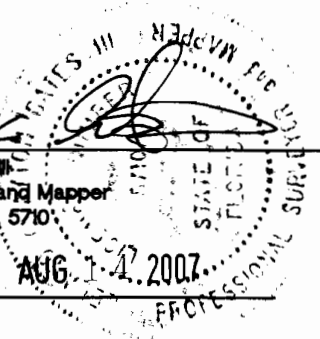
BOULDER POINTE CONDOMINIUMS SURVEY CERTIFICATION

I hereby certify pursuant to Section 718.104(4)(E)F.S., as amended, that the construction of Building One, Unit 301, Boulder Pointe Condominiums, as depicted on the attached exhibits is substantially complete; so that such material together with the provisions of the Declaration of Condominium of Boulder Pointe Condominiums, describing the condominium property is an accurate representation of the locations and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each home can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, landscaping, utility services, access to each unit and common element facilities serving Unit 301, are substantially completed.


Leland Clayton Gates, III
Professional Surveyor and Mapper
Florida Registration No. 5710

Date signed: _____



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JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

UNIT 301 SURVEY CERTIFICATION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	NO SCALE	1 OF 9

BOULDER POINTE CONDOMINIUMS

BOULDER POINTE CONDOMINIUMS SURVEY CERTIFICATION

I hereby certify pursuant to Section 718.104(4)(E) F.S., as amended, that the construction of Building One, Unit 302, Boulder Pointe Condominiums, as depicted on the attached exhibits is substantially complete; so that such material together with the provisions of the Declaration of Condominium of Boulder Pointe Condominiums, describing the condominium property is an accurate representation of the locations and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each home can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, landscaping, utility services, access to each unit and common element facilities serving Unit 302, are substantially completed.


Leland Clayton Gates III
Professional Surveyor and Mapper
Florida Registration No. 5710

Date signed: AUG 14 2007

S:\20030000\20034251\Condominium Documents\Final Condo Docs Bldg 1\20034251 bldg 1 unit 302.dwg (SHEET 1) ddb Aug 15, 2007 - 7:50am

JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

UNIT 302 SURVEY CERTIFICATION

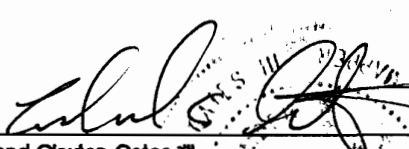
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	NO SCALE	1 OF 9

BOULDER POINTE CONDOMINIUMS

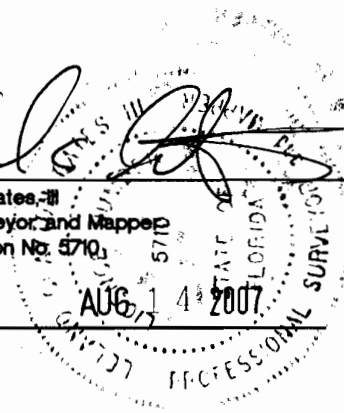
BOULDER POINTE CONDOMINIUMS SURVEY CERTIFICATION

I hereby certify pursuant to Section 718.104(4)(E)F.S., as amended, that the construction of Building One, Unit 401, Boulder Pointe Condominiums, as depicted on the attached exhibits is substantially complete: so that such material together with the provisions of the Declaration of Condominium of Boulder Pointe Condominiums, describing the condominium property is an accurate representation of the locations and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each home can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, landscaping, utility services, access to each unit and common element facilities serving Unit 401, are substantially completed.


Leland Clayton Gates, III
Professional Surveyor and Mapper
Florida Registration No. 5710

Date signed: AUG 14 2007



S:\20030000\20034251\Condominium Documents\Final Condo Docs Bldg 1\20034251 bldg 1 unit 401.dwg (SHEET 1) ddb Aug 15, 2007 - 7:51am

JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

UNIT 401 SURVEY CERTIFICATION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	NO SCALE	1 OF 9

BOULDER POINTE CONDOMINIUMS

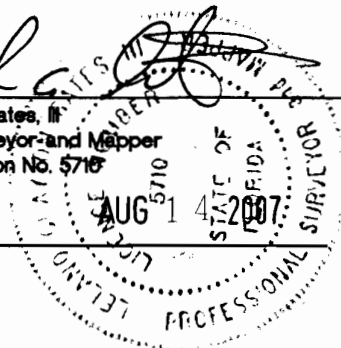
BOULDER POINTE CONDOMINIUMS SURVEY CERTIFICATION

I hereby certify pursuant to Section 718.104(4)(E) F.S., as amended, that the construction of Building One, Unit 402, Boulder Pointe Condominiums, as depicted on the attached exhibits is substantially complete; so that such material together with the provisions of the Declaration of Condominium of Boulder Pointe Condominiums, describing the condominium property is an accurate representation of the locations and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each home can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, landscaping, utility services, access to each unit and common element facilities serving Unit 402, are substantially completed.


Leland Clayton Gates, III
Professional Surveyor and Mapper
Florida Registration No. 5710

Date signed: _____



S:\20030000\20034251\Condominium Documents\Final Condo Docs Bldg 1\20034251 bldg 1 unit 402.dwg (SHEET 1) ddb Aug 15, 2007 - 7:52am

JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

UNIT 402 SURVEY CERTIFICATION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	NO SCALE	1 OF 9

BOULDER POINTE CONDOMINIUMS

PROPERTY DESCRIPTION: PROVIDED BY CLIENT

LOTS 1 AND 2, ACCORDING TO THE PLAT OF "DEAN'S SUBDIVISION", AS RECORDED IN PLAT BOOK 17, PAGES 43A THROUGH 43B OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

ALSO AND TOGETHER WITH: THE SOUTH 100 FEET OF THE NORTH 636.25 FEET OF THAT PART OF SECTION 2, TOWNSHIP 41 SOUTH, RANGE 19 EAST, LYING WEST OF EXISTING PAVED COUNTY ROAD SUBJECT TO THE RIGHT-OF-WAY CONVEYED FOR ROAD PURPOSES BY DEED RECORDED IN DEED BOOK 37, PAGE 254, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, ALSO THE SOUTH 100 FEET OF THE NORTH 636.25 FEET OF SAID SECTION 2, LYING WEST OF SAID EXISTING PAVED COUNTY ROAD AND EAST OF THE ROAD RIGHT-OF-WAY CONVEYED BY SAID DEED RECORDED IN DEED BOOK 37, PAGE 254, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA. ALSO DESCRIBED AS: BEGIN AT A POINT ON THE WEST BOUNDARY OF A 66 FOOT EXISTING HIGHWAY RIGHT-OF-WAY 536.25 FEET DIRECTLY SOUTH OF THE NORTH BOUNDARY LINE OF SECTION 2, TOWNSHIP 41 SOUTH, RANGE 19 EAST, RUNNING THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID HIGHWAY RIGHT-OF-WAY TO A POINT 636.25 FEET DUE SOUTH OF THE NORTH BOUNDARY OF SAID SECTION LINE; THENCE WEST TO THE MEAN HIGH WATER MARK OF THE WATERS OF THE GULF OF MEXICO TO A POINT 636.25 FEET DUE SOUTH OF THE NORTH BOUNDARY LINE OF SAID SECTION; THENCE NORTHWEST ALONG MEAN HIGH WATER MARK OF THE GULF OF MEXICO TO A POINT 536.25 FEET DUE SOUTH OF THE NORTH BOUNDARY LINE OF SAID SECTION; THENCE EAST TO THE WEST LINE OF SAID ROAD RIGHT-OF-WAY TO THE POINT OF BEGINNING. ALL OF SAID LAND BEING WITH A PART OF SECTION 2, TOWNSHIP 41 SOUTH, RANGE 19 EAST, CHARLOTTE COUNTY FLORIDA. (NOT INCLUDED IN SURVEY) TOGETHER WITH AN EXCLUSIVE WALKING EASEMENT OVER AND ACROSS THE NORTH 3 FEET OF THE SOUTH 100 FEET OF THE NORTH 636.25 FEET OF THAT PART OF SECTION 2, TOWNSHIP 41 SOUTH, RANGE 19 EAST, LYING EAST OF EXISTING PAVED COUNTY ROAD.

INGRESS/EGRESS EASEMENT
BOULDER POINTE CONDOMINIUMS
SECTION 2, TOWNSHIP 41 SOUTH, RANGE 19 EAST
CHARLOTTE COUNTY, FLORIDA

A PARCEL OR TRACT OF LAND LYING IN SECTION 2, TOWNSHIP
41 SOUTH, RANGE 19 EAST, CHARLOTTE COUNTY, FLORIDA, WHICH
TRACT OR PARCEL IS DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER LOT 2, DEAN'S SUBDIVISION. ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 17, PAGE 43A THROUGH 43B, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, THENCE S 26°31'49" E ALONG THE NORTHEASTERLY LINE OF SAID LOT 2 SAID LINE ALSO BEING THE SOUTHERLY RIGHT-OF-WAY FOR BEACH ROAD FOR 92.71 FEET TO THE POINT OF BEGINNING FOR SAID INGRESS/EGRESS EASEMENT. FROM SAID POINT OF BEGINNING RUN S 26°31'49" E ALONG SAID SOUTHERLY RIGHT-OF-WAY FOR 56.34 FEET TO A POINT OF CURVATURE; THENCE LEAVING SAID RIGHT-OF-WAY RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 35.00 FEET (CHORD BEARING N 83°52'47" W, CHORD 7.06, DELTA 11°34'34") FOR 7.07 FEET; THENCE N 89°40'04" W FOR 146.27 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 10.00 FEET (CHORD BEARING S 45°19'56" W, CHORD 14.14, DELTA 90°00'00") FOR 15.71 FEET; THENCE S 00°19'56" W FOR 4.00 FEET; TO AN INTERSECTION WITH THE NORTHERLY FACE OF PROPOSED BUILDING THREE N 89°40'04" W ALONG SAID NORTHERLY FACE FOR 48.00 FEET; THENCE N 00°19'56" E LEAVING SAID NORTHERLY FACE FOR 4.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 10.00 FEET (CHORD BEARING N 44°40'04" W, CHORD 14.14, DELTA 90°00'00") FOR 15.71 FEET; THENCE N 89°40'04" W FOR 8.16 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 13.00 FEET (CHORD BEARING S 45°19'56" W, CHORD 18.38, DELTA 90°00'00") FOR 20.42 FEET; THENCE S 00°19'56" W FOR 39.13 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT OF RADIUS 15.00 FEET (CHORD BEARING S 45°19'56" W, CHORD 21.21 FEET, DELTA 90°00'00") FOR 23.56 FEET; THENCE N 89°40'04" W FOR 23.96 FEET TO AN INTERSECTION WITH THE EASTERLY FACE OF PROPOSED BUILDING TWO; THENCE CONTINUE ALONG SAID EASTERLY FACE THE FOLLOWING FIVE COURSES AND DISTANCES N 00°19'56" W FOR 17.28 FEET; S 89°40'04" E FOR 8.96 FEET; N 00°19'56" E FOR 16.87 FEET; N 89°40'04" W FOR 8.96 FEET; N 00°19'56" E FOR 17.27 FEET; THENCE S 89°40'04" E LEAVING SAID EASTERLY FACE FOR 6.96 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 8.00 FEET (CHORD BEARING N 45°19'56" E, CHORD 11.31 FEET, DELTA 90°00'00") FOR 12.57 FEET; THENCE N 00°19'56" E FOR 10.11 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 8.00 FEET (CHORD BEARING N 25°12'52" W, CHORD 6.90 FEET, DELTA 51°05'35") FOR 7.13 FEET; THENCE N 50°45'40" W FOR 10.39 FEET; THENCE N 61°36'27" W FOR 50.17 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 3.00 FEET (CHORD BEARING N 75°39'53" W, CHORD 1.46 FEET, DELTA 28°06'52") FOR 1.47 FEET; THENCE N 89°43'18" W FOR 30.12 FEET TO AN INTERSECTION WITH THE EASTERLY FACE OF PROPOSED BUILDING ONE THENCE CONTINUE ALONG THE EASTERLY FACE THE FOLLOWING 5 COURSES AND DISTANCES N 00°16'42" E FOR 19.78 FEET; S 89°43'18" E FOR 8.96 FEET; N 00°16'42" E FOR 16.88 FEET; N 89°43'18" W FOR 8.96 FEET; N 00°16'42" E FOR 19.77 FEET; THENCE S 89°43'18" E LEAVING SAID EASTERLY FACE FOR 24.39 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT OF RADIUS 100.00 FEET (CHORD BEARING S 55°58'18" E, CHORD 111.11 FEET, DELTA 67°30'01") FOR 117.81 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 8.00 FEET (CHORD BEARING S 55°56'41" E, CHORD 8.88, DELTA 67°26'47") FOR 9.42 FEET; THENCE S 89°40'04" E FOR 171.89 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 35.00 FEET (CHORD BEARING N 57°31'43" E, CHORD 37.92, DELTA 65°36'25") FOR 40.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 16,772.70 SQUARE FEET MORE OR LESS.

BEARINGS ARE ASSUMED AND BASED ON THE SOUTHERLY RIGHT-OF-WAY OF BEACH ROAD AS BEING S 26°31'49" E.

JOHNSON
ENGINEERING

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E.B #642 & L.B. #642

LEGAL DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	NO SCALE	2 OF 9

S:\20030000\20034251\Condominium Documents\Final Condo Docs Bldg 1\20034251 bldg 1 sheets 2-3-4-5-6-8-9.dwg (SHEET 2) ddb Aug 14, 2007 - 4:54pm

BOULDER POINTE CONDOMINIUMS

SURVEY NOTES

I. DESCRIPTION OF UNITS

Each unit shall consists of that part of the building containing such unit which lies within the boundaries of the unit, which boundaries are as follows:

A. UPPER BOUNDARIES

1. The upper boundary of the units shall be the horizontal plane of the lowest surface of the unfinished ceiling slab of the unit and the horizontal plane of the unfinished horizontal plane of the lowest surface of the unfinished lanai ceiling slab extended to an intersection with the perimetrical boundaries.

2. The upper boundary of the units shall be the sloped and horizontal planes of the unfinished ceiling extended to an intersection with each other and with the perimetrical boundaries.

3. The upper boundary of the portion of the units comprising the lanai shall be the plane of the lowest surface of the unfinished lanai ceiling.

B. LOWER BOUNDARIES

The lower boundary of all units shall be the horizontal plane of the unfinished floor slab of that unit and the horizontal plane of the unfinished lanai slab extended to an intersection with the perimetrical boundaries.

C. PERIMETRICAL BOUNDARIES

The perimetrical boundaries of a unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

1. Exterior Building Walls

The intersecting vertical plane(s) of the innermost unfinished surfaces of the exterior wall of the building bounding such unit and as to the lanai which is part of a unit, such boundaries shall be the intersecting vertical planes which include all of such structures.

2. Interior Building Walls

The vertical planes of the innermost unfinished surface of the party walls dividing such units extended to intersections with other perimetrical boundaries.

D. APERTURES

Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries shall be extended to include the interior, unfinished surfaces of such apertures, including all frameworks thereof, exterior surfaces made of glass or other transparent materials, exterior doors of any type, including the locks, hinges and other hardware thereof, and all framings and casings thereof shall be included in the boundaries of the unit.

E. AIR CONDITIONING UNITS

The boundaries of each unit shall also be deemed to include all integral parts of the air conditioning unit located within the unit.

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SURVEY NOTES

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	12-41-19	NO SCALE	3 OF 9

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BOULDER POINTE CONDOMINIUMS

SURVEY NOTES:

F. EXCLUDED FROM UNITS

The unit shall not be deemed to include utility services which may be contained within the boundaries of the unit, but which are utilized to serve Common Elements and/or a unit or units other than or in addition to the unit within which contained. Such utility services are not Common Elements, but may be the maintenance responsibility of the Association. The unit shall not be deemed to include columns or partitions contributing to the support of the building. Such columns or partitions are part of the Common Elements.

II. DESCRIPTION OF COMMON ELEMENTS

A. All land and all portions of the Condominium Property not within a unit or units are parts of the Common Elements.

B. All bearing walls to the unfinished surface of said walls located within a unit and all columns or partitions contributing to support of the Building constitute parts of the Common Elements.

C. The Common Elements are subject to certain easements set forth in Article 12 of the Declaration of Condominium.

D. Each entrance area, entrance court and driveway so designated on the Survey is a Limited Common Element reserved for the use of the Owner of the unit adjacent thereto or as otherwise indicated on the Survey.

E. Each A/C land so designated on the Survey is a Limited Common Element reserved for the use of the Home adjacent thereto or as otherwise indicated on the Survey.

F. The definitions set forth in the Declaration of Condominium are incorporated herein.

III. BEARINGS BASIS

Bearings based upon the Westerly right-of-way line of Beach Road as being S26°31'49"E.

IV. ELEVATIONS

Elevations shown hereon are based upon NGVD 1929.

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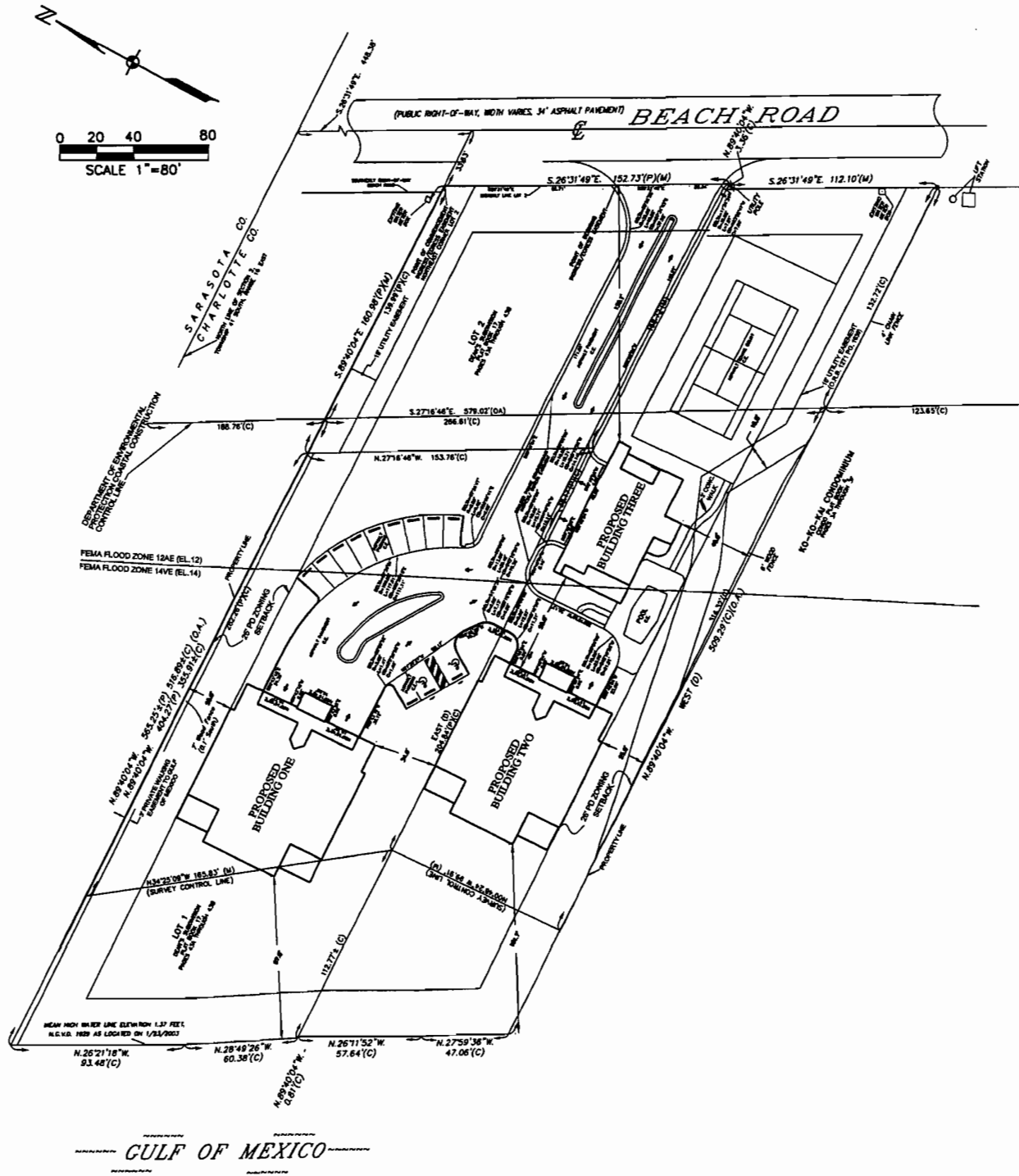
JOHNSON
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E.B. #642 & L.B. #642

SURVEY NOTES

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	NO SCALE	4 OF 9

BOULDER POINTE CONDOMINIUMS



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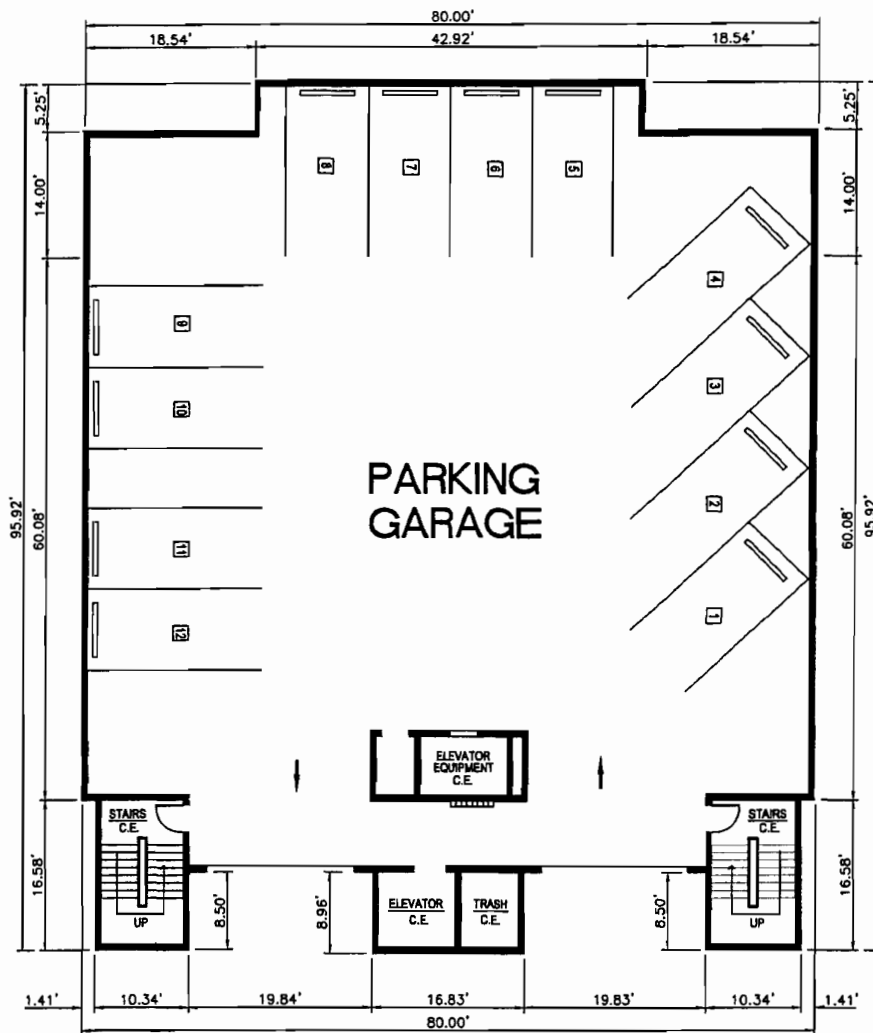
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PORT CHARLOTTE, FL 33948
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E.B. #642 & L.B. #642

SITE PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=80'	5 OF 9

BOULDER POINTE CONDOMINIUMS



GROUND FLOOR

C.E. DENOTES A COMMON ELEMENT
[6] DENOTES A PARKING SPACE NUMBER

GROUND FLOOR
ELEVATION=10.90

0 10 20
SCALE IN FEET

SURVEYORS NOTES:

1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. DIMENSIONS AS SHOWN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

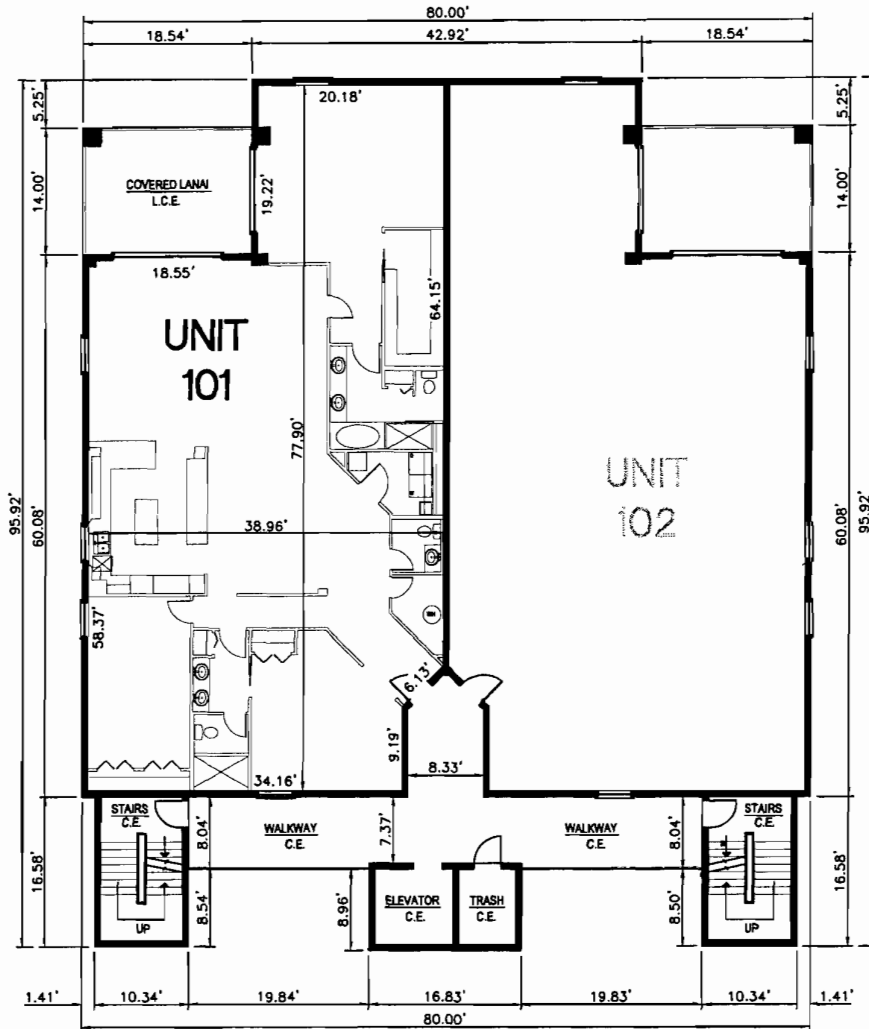
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GROUND FLOOR

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=20'	6 OF 9

BOULDER POINTE CONDOMINIUMS



UNIT 101 FIRST FLOOR

C.E. DENOTES A COMMON ELEMENT
L.C.E. DENOTES A LIMITED COMMON ELEMENT

FINISH FLOOR
ELEVATION = 2145

FINISH CEILING
ELEVATION = 29.07

SURVEYORS NOTES:

1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. DIMENSIONS AS SHOWN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

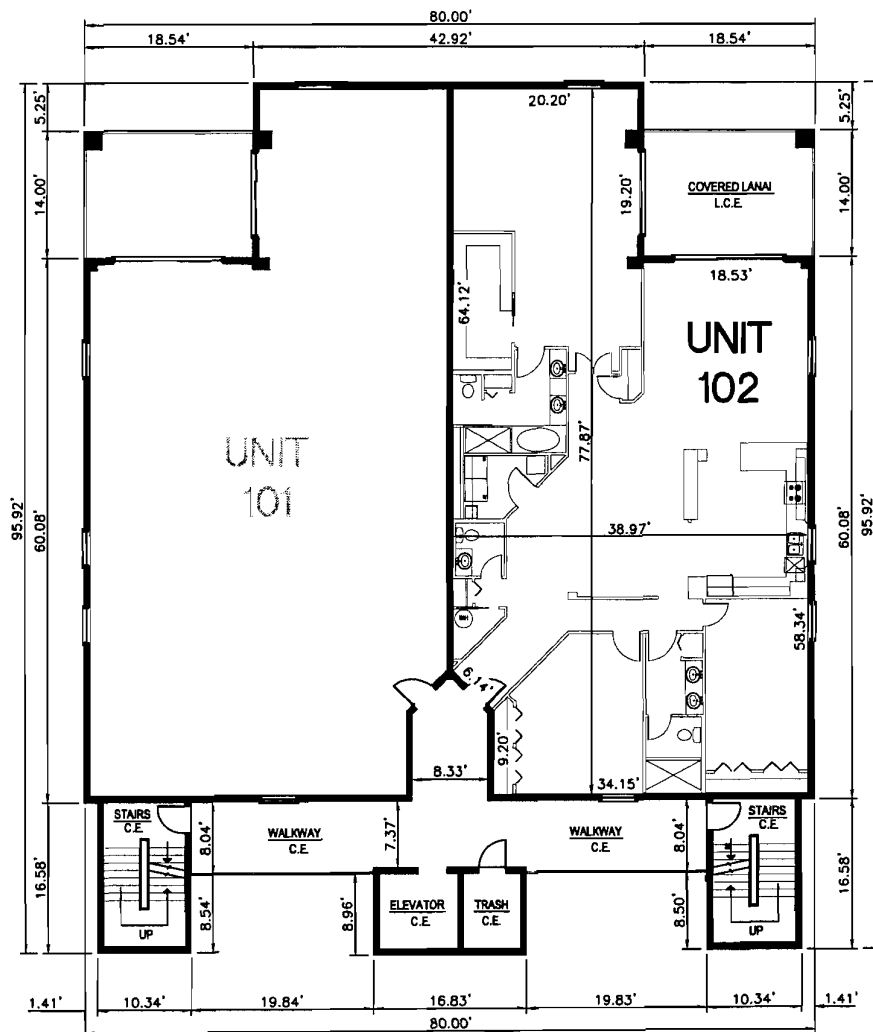
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PORT CHARLOTTE, FL 33948
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E.B. #642 & L.B. #642

UNIT 101 FLOOR PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=20'	7 OF 9

BOULDER POINTE CONDOMINIUMS



UNIT 102 FIRST FLOOR

C.E. DENOTES A COMMON ELEMENT
L.C.E. DENOTES A LIMITED COMMON ELEMENT

FINISH FLOOR
ELEVATION = 21.45

FINISH CEILING
ELEVATION = 29.07

0 10 20
SCALE IN FEET

SURVEYORS NOTES:

1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. DIMENSIONS AS SHOWN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

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ENGINEERING

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UNIT 102 FLOOR PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=20'	7 OF 9

UNIT 201

UNIT 202

COVERED LANAI L.C.E.

STAIRS C.E.

ELEVATOR C.E.

TRASH C.E.

WALKWAY C.E.

Dimensions:

- Overall Width: 80.00'
- Overall Depth: 95.92'
- Unit 201 Width: 18.54'
- Unit 201 Depth: 58.41'
- Unit 202 Width: 18.54'
- Unit 202 Depth: 60.08'
- Common Area Width: 1.41'
- Common Area Depth: 16.58'
- Unit 201 Living Area: 77.89'
- Unit 201 Bedroom: 12.00'
- Unit 201 Bathroom: 5.16'
- Unit 201 Kitchen: 8.33'
- Unit 201 Hallway: 3.89'
- Unit 201 Stairs: 8.04'
- Unit 201 Entry: 8.54'
- Unit 201 Living Area: 38.96'
- Unit 201 Bedroom: 12.00'
- Unit 201 Bathroom: 5.16'
- Unit 201 Kitchen: 8.33'
- Unit 201 Hallway: 3.89'
- Unit 201 Stairs: 8.04'
- Unit 201 Entry: 8.54'

C.E. DENOTES A COMMON ELEMENT
L.C.E. DENOTES A LIMITED COMMON ELEMENT

FINISH CEILING
ELEVATION = 37.84

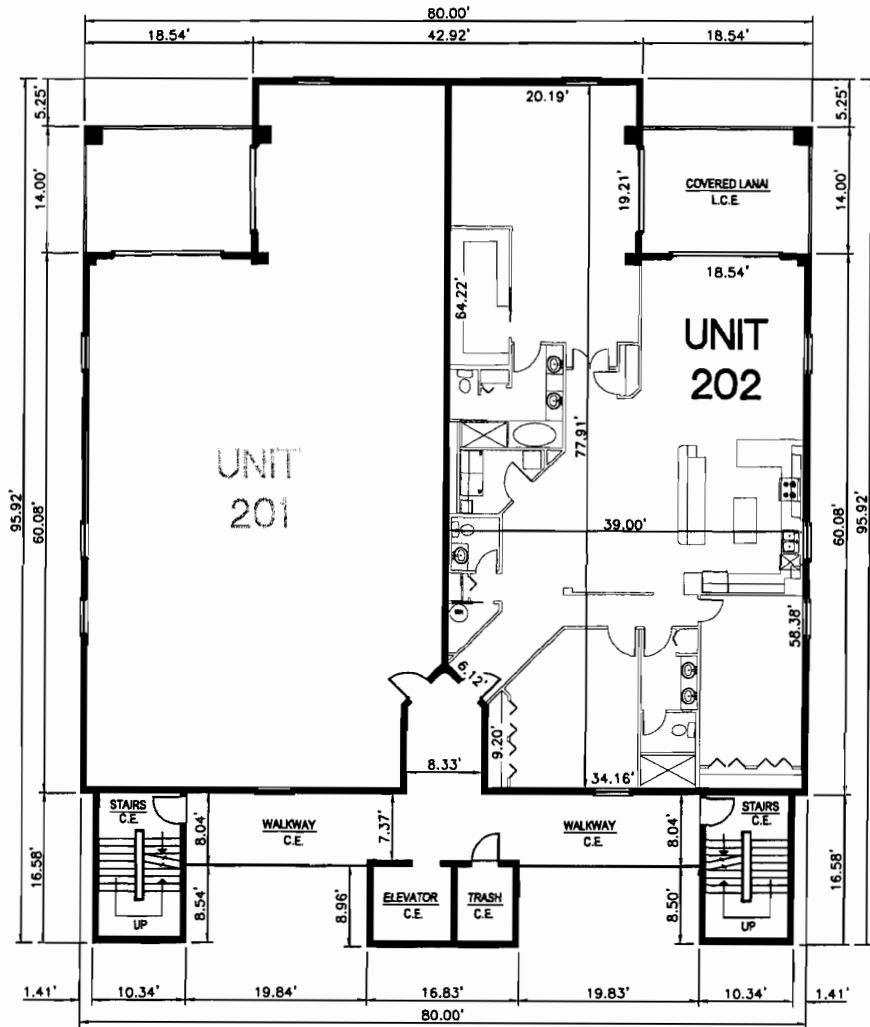
1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. DIMENSIONS AS SHOWN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

0 10 20
SCALE IN FEET

18501 MURDOCK CIRCLE, SUITE 404
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FAX (941) 625-3269
E.B. #642 & L.B. #642

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=20'	7 OF 9

BOULDER POINTE CONDOMINIUMS

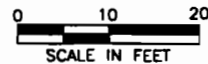


UNIT 202 SECOND FLOOR

C.E. DENOTES A COMMON ELEMENT
L.C.E. DENOTES A LIMITED COMMON ELEMENT

FINISH FLOOR
ELEVATION = 30.11

FINISH CEILING
ELEVATION = 37.84



SURVEYORS NOTES:

1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. DIMENSIONS AS SHOWN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

JOHNSON
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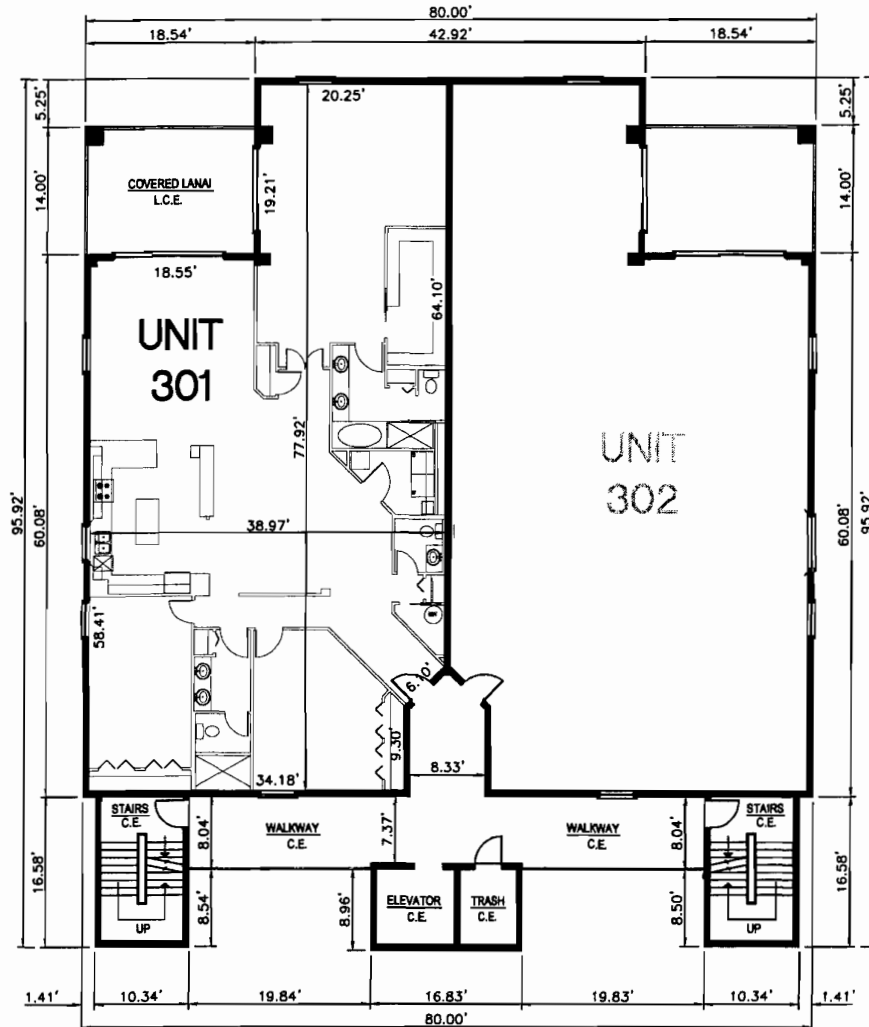
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UNIT 202 FLOOR PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=20'	7 OF 9

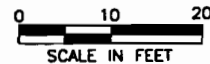
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BOULDER POINTE CONDOMINIUMS



UNIT 301 THIRD FLOOR

C.E. DENOTES A COMMON ELEMENT
L.C.E. DENOTES A LIMITED COMMON ELEMENT



FINISH FLOOR
ELEVATION = 38.72

FINISH CEILING
ELEVATION = 46.42

SURVEYORS NOTES:

1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. DIMENSIONS AS SHOWN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

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ENGINEERING

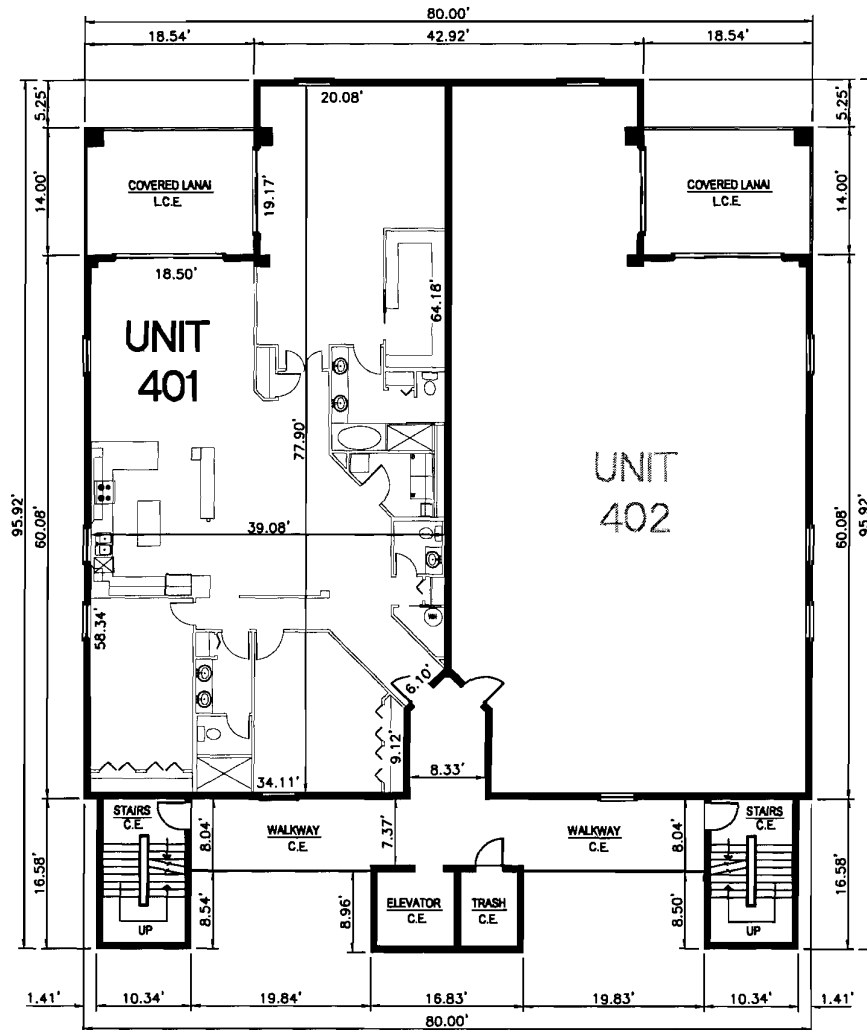
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PHONE (941) 625-9919
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UNIT 301 FLOOR PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=20'	7 OF 9

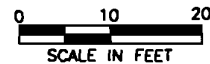
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BOULDER POINTE CONDOMINIUMS



UNIT 401 FOURTH FLOOR

C.E. DENOTES A COMMON ELEMENT
L.C.E. DENOTES A LIMITED COMMON ELEMENT



FINISH FLOOR
ELEVATION = 47.42

FINISH CEILING
ELEVATION = 55.44

SURVEYORS NOTES:

1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. DIMENSIONS AS SHOWN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

JOHNSON
ENGINEERING

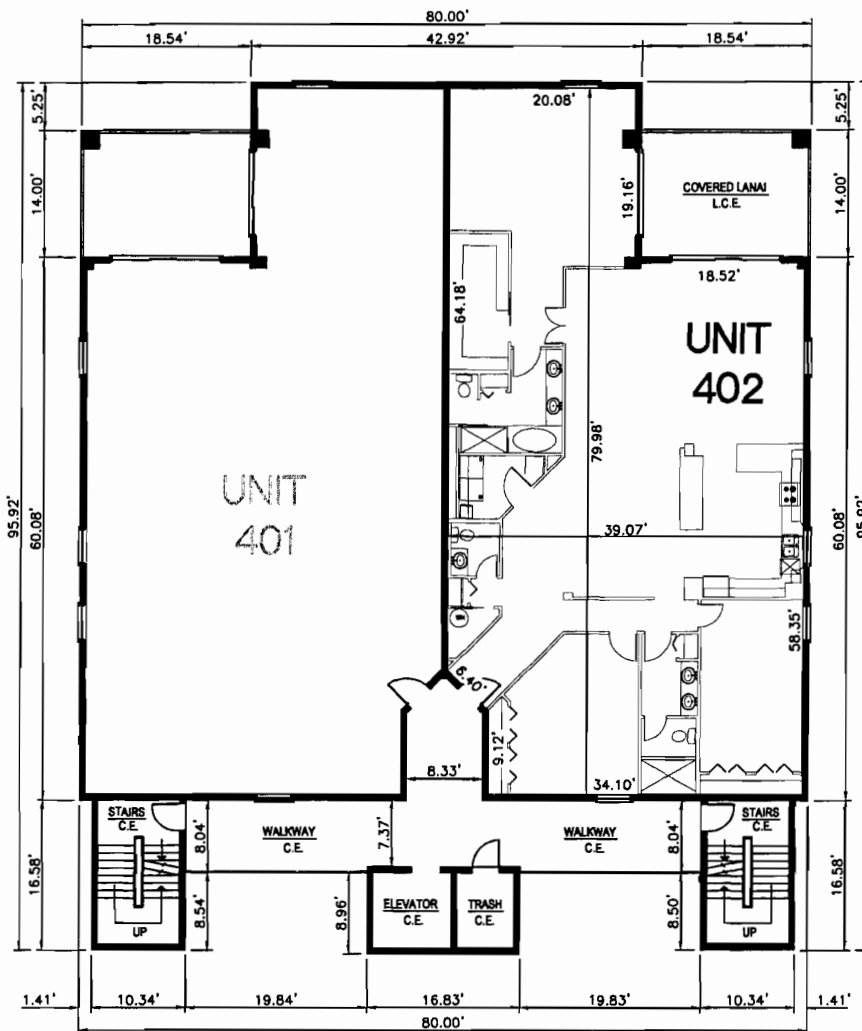
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UNIT 401 FLOOR PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=20'	7 OF 9

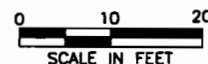
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BOULDER POINTE CONDOMINIUMS



UNIT 402 FOURTH FLOOR

C.E. DENOTES A COMMON ELEMENT
L.C.E. DENOTES A LIMITED COMMON ELEMENT



FINISH FLOOR
ELEVATION - 47.42

FINISH CEILING
ELEVATION - 55.44

SURVEYORS NOTES:

1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. DIMENSIONS AS SHOWN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

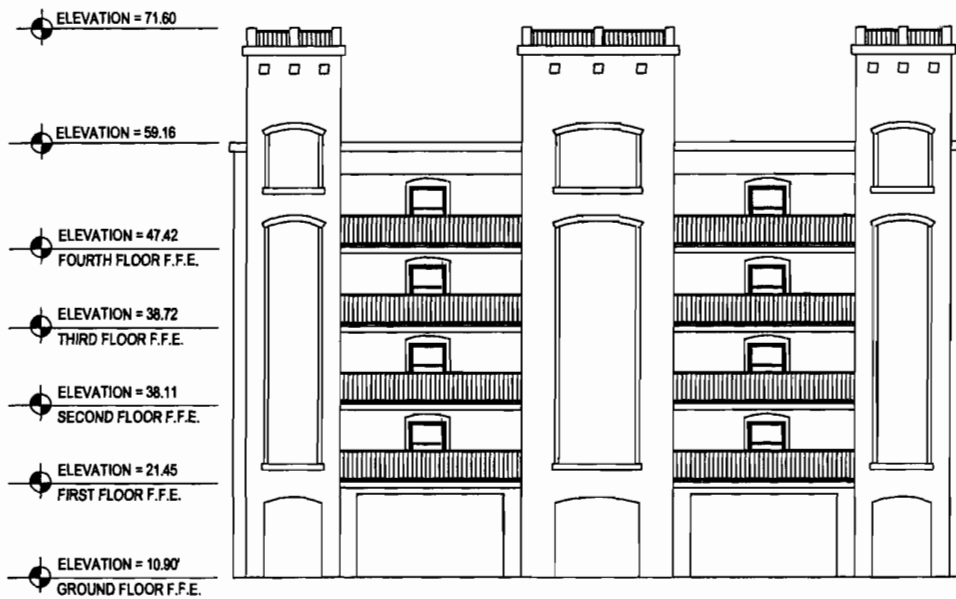
JOHNSON
ENGINEERING

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PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

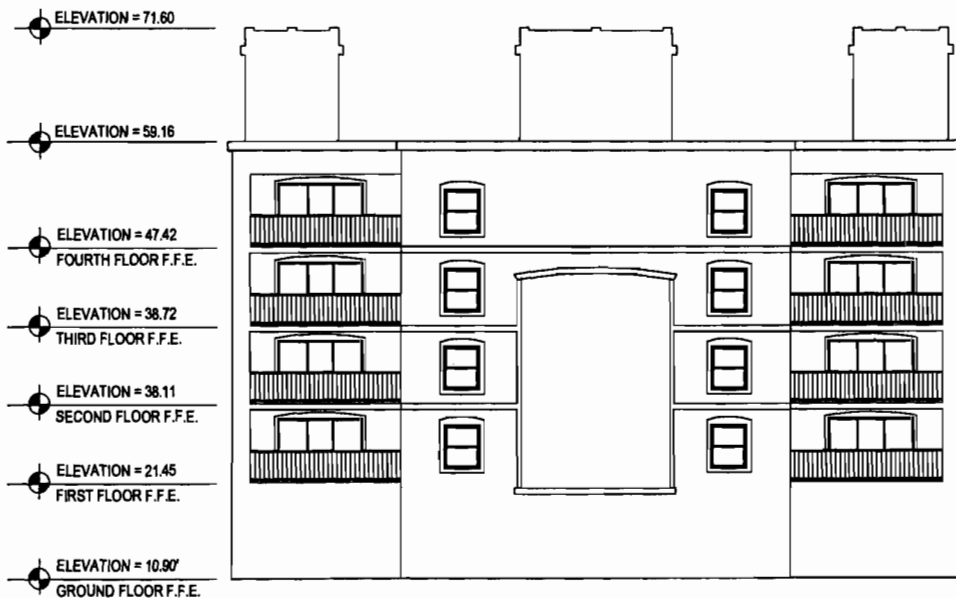
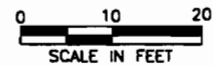
UNIT 402 FLOOR PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=20'	7 OF 9

BOULDER POINTE CONDOMINIUMS



FRONT ELEVATION



REAR ELEVATION

JOHNSON
ENGINEERING

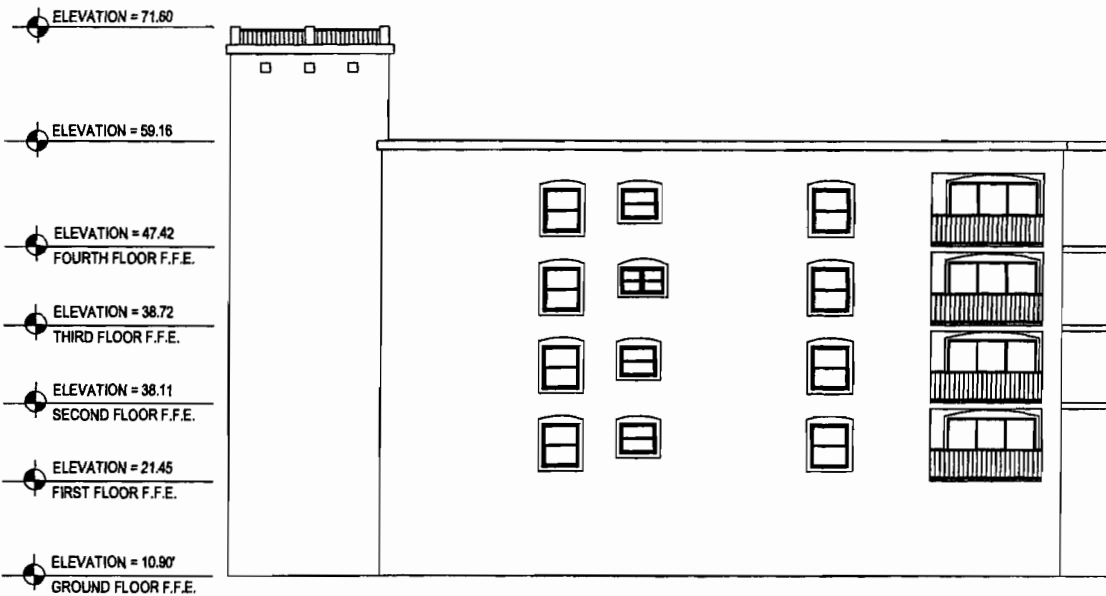
18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

EXTERIOR ELEVATIONS

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=20'	8 OF 9

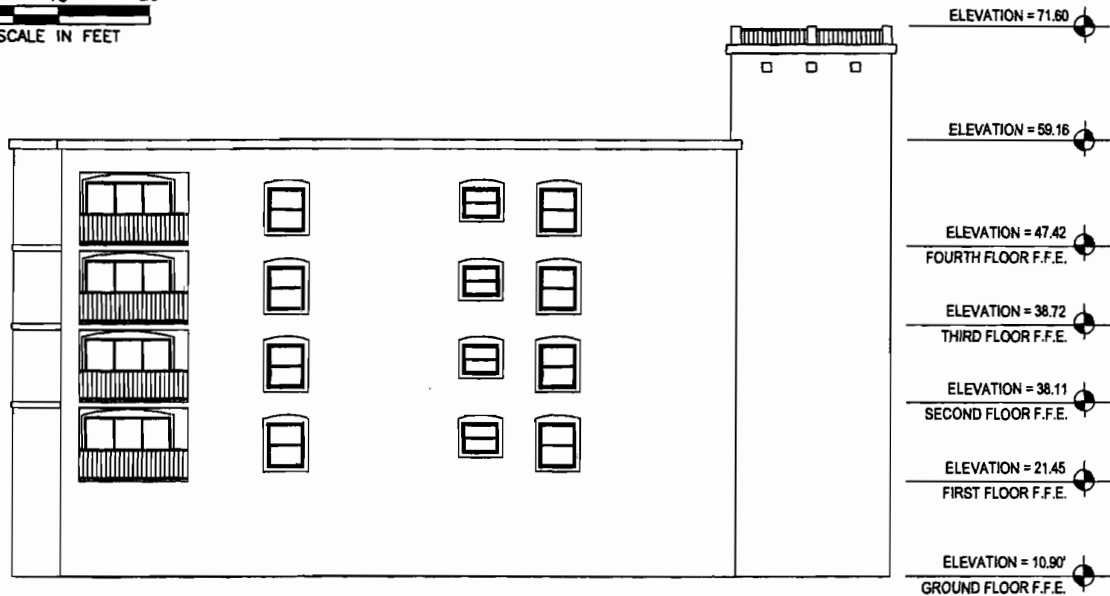
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BOULDER POINTE CONDOMINIUMS



RIGHT ELEVATION

0 10 20
SCALE IN FEET



LEFT ELEVATION

JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
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EXTERIOR ELEVATIONS

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=20'	9 OF 9

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**1st AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
BOULDER POINTE CONDOMINIUM
ADDING SURVEYOR'S CERIFICATE OF SUBSTANTIAL COMPLETION FOR
BUILDING 1 AND THE CONSENT AND JOINDER OF THE MORTGAGE
HOLDERS TO THE FILING OF DECLARATION OF CONDOMINIUM**

Page III, LLC, an Indiana limited liability company, pursuant to authority reserved in the Declaration of Condominium for Boulder Pointe Condominium, which declaration is recorded at Official Records Book 2862, Page 600, et seq., of the Public Records of Charlotte County, Florida, and pursuant to authority set forth in Chapter 718, Florida Statutes, does hereby amend the above-referenced Declaration of Condominium to add as an Exhibit to such Declaration of Condominium, the Surveyor's Certificate of Substantial Completion for Building 1 and the Consent and Joinder of the mortgage holders to the filing of the Declaration, which is attached hereto and incorporated herein by reference.

Executed this 20th day of August, 2007.

Return To:
Tropical Title Ins. Agency, Inc.
660 9th St. North, Suite 3
Naples, Florida 34102

Page III, LLC, an Indiana limited liability company,
by its managing Member: Page Real Estate
Development, LLC, an Indiana limited liability
company, by its co-managers

By:

Peter J Page,
It's Co-Manager

By:

Paul M Pittman,
It's Co-Manager

Print Name: ELIZABETH ENLOW

Print Name: CATHERINE Smith

State of Indiana
County of Marion

The foregoing instrument was acknowledged before me this 20th day of August, 2007, by Peter J Page and Paul M Pittman, as Co-Managing Members of Page Real Estate Development, LLC, an Indiana limited liability company, the Managing Member of Page III, LLC, an Indiana limited liability company, the company named in the foregoing instrument, with due authority on behalf of said company and are personally known to me and who did not take an oath.

seal

Notary Public

Notary Printed Name: ELIZABETH ENLOW

My Commission Expires: 22 APRIL 2015

Prepared by:
Page III, LLC
333 East Ohio Street, Suite 200
Indianapolis, IN 46204

BARBARA T. SCOTT, CLERK, CHARLOTTE COUNTY
OR BOOK 3203, PGS 327-351 25 pg(s)
INSTR # 1696891
Doc Type CND, Recorded 08/23/2007 at 02:59 PM
Rec. Fee: \$214.00
Cashiered By: NANCYLA Doc. #1

This Amendment being rerecorded to include corrected pages

CONSENT AND JOINDER TO FILING OF DECLARATION OF CONDOMINIUM

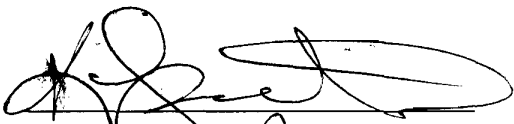
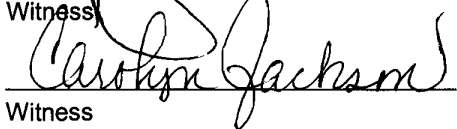
Whereas, Brooks Williams is the owner and holder of that certain mortgage from Page III, LLC, an Indiana limited liability company to Brooks Williams dated September 2, 2003 and recorded September 15, 2003 in OR Book 2306, Page 1033; Subordination Agreement recorded in OR Book 2597, Page 715 and Mortgage and Debt Subordination Agreement recorded in OR Book 3026, Page 342, and

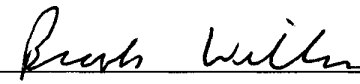
Whereas, the real estate subject to the aforementioned Mortgage has been submitted to the condominium form of ownership as the Boulder Pointe Condominium; and

Whereas, Brooks Williams desires to evidence his consent to the filing of the Declaration of Condominium;

Now therefore, in consideration of the premises and other good and valuable consideration to it in hand paid, Brooks Williams does consent to the Declaration of Condominium for Boulder Pointe Condominium, and does likewise consent to the establishment of the condominium form of ownership for the condominium property described therein in accordance with the provisions of the aforementioned Declaration of Condominium in accordance with the laws of the State of Florida. It being the intention of Brooks Williams to fully consent thereto in all respects required by Section 718.104(3), Florida Statutes, in force on the date of the execution of these presents.

In witness whereof, Brooks Williams has caused these presents to be duly executed this 10 day of August, 2007.

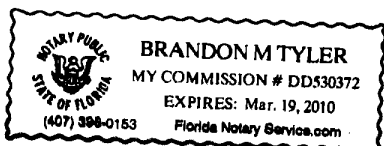

 Witness

 Witness

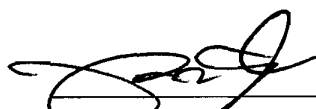
By: 
 Brooks Williams

State of Florida County of Sarasota

The foregoing instrument was acknowledged before me this 10 day of August, 2007, by Brooks Williams, who 1) is personally known to me or 2) provided a Florida driver license as identification and and who did not take an oath.

Seal




 Notary Public
 Print Name: Brandon M Tyler
 My commission expires: Mar. 19, 2010

CONSENT AND JOINDER TO FILING OF DECLARATION OF CONDOMINIUM

Whereas, Fifth Third Bank, Successor by Merger to First National Bank of Florida, Successor by Merger to Southern Community Bank of Southwest Florida, is the owner and holder of that certain mortgage from Page III, LLC, an Indiana limited liability company to Fifth Third Bank, Successor by Merger to First National Bank of Florida, Successor by Merger to Southern Community Bank of Southwest Florida, dated June 13, 2006 and recorded June 18, 2006 in OR Book 2250, on Page 1302; Mortgage Modification Spreader Agreement and Notice of Future Advance #1 (and to include additional property) dated August 29, 2003 and recorded in OR Book 2306, Page 1025; further modified by a Mortgage Modification and Notice of Future Advance #2 recorded in OR Book 2597, Page 715; Mortgage Modification recorded in OR Book 2597, Page 721; Assignment of Lease, Rents and Profits recorded in OR Book 2597, Page 728; UCC-1 Financing Statement recorded in OR Book 2597, Page 734; Mortgage Modification and Notice of Future Advance #3 recorded in OR Book 3026, Page 335 and Debt Subordination Agreement recorded in OR Book 3026, Page 342, and

Whereas, the real estate subject to the aforementioned Mortgage has been submitted to the condominium form of ownership as the Boulder Pointe Condominium; and

Whereas, Fifth Third Bank desires to evidence its consent to the filing of the Declaration of Condominium;

Now therefore, in consideration of the premises and other good and valuable consideration to it in hand paid, Fifth Third Bank by and through its authorized officer does consent to the Declaration of Condominium for Boulder Pointe Condominium, and does likewise consent to the establishment of the condominium form of ownership for the condominium property described therein in accordance with the provisions of the aforementioned Declaration of Condominium in accordance with the laws of the State of Florida. It being the intention of Fifth Third Bank to fully consent thereto in all respects required by Section 718.104(3), Florida Statutes, in force on the date of the execution of these presents.

In witness whereof, Fifth Third Bank has caused these presents to be duly executed by its authorized officer this 10 day of August, 2007.

Fifth Third Bank, Successor by Merger to
First National Bank of Florida, Successor by Merger to
Southern Community Bank of Southwest Florida

By: _____

Marcus Rosbrugh
Asst Vice President

Witness

Witness

State of Florida

County of Collier

The foregoing instrument was acknowledged before me this 10th day of August, 2007, by Marcus Rosbrugh, Vice President of Fifth Third Bank, who is personally known to me and who did not take an oath.

Seal



Notary Public

Print Name: Kristy England

My commission expires: 10/6/08 m

BOULDER POINTE CONDOMINIUMS

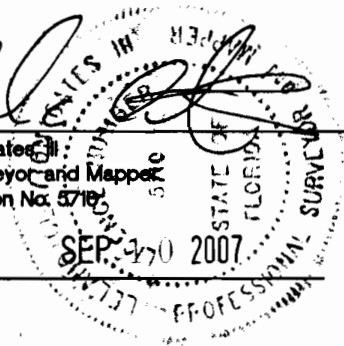
BOULDER POINTE CONDOMINIUMS SURVEY CERTIFICATION

I hereby certify pursuant to Section 718.104(4)(E) F.S., as amended, that the construction of Building One, Unit 101, Boulder Pointe Condominiums, as depicted on the attached exhibits is substantially complete; so that such material together with the provisions of the Declaration of Condominium of Boulder Pointe Condominiums, describing the condominium property is an accurate representation of the locations and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each home can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, landscaping, utility services, access to each unit and common element facilities serving Unit 101, are substantially completed.


Leland Clayton Gafes, III
Professional Surveyor and Mapper
Florida Registration No. 5718

Date signed: _____



S:\20030000\20034251\Condominium Documents\Final Condo Docs Bldg 1\20034251 bldg 1 unit 101.dwg (SHEET 1) ddb Aug 15, 2007 - 7:43am

JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

UNIT 101 SURVEY CERTIFICATION

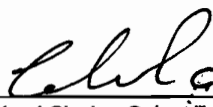
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	NO SCALE	1 OF 9

BOULDER POINTE CONDOMINIUMS

BOULDER POINTE CONDOMINIUMS SURVEY CERTIFICATION

I hereby certify pursuant to Section 718.104(4)(E) F.S., as amended, that the construction of Building One, Unit 102, Boulder Pointe Condominiums, as depicted on the attached exhibits is substantially complete; so that such material together with the provisions of the Declaration of Condominium of Boulder Pointe Condominiums, describing the condominium property is an accurate representation of the locations and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each home can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, landscaping, utility services, access to each unit and common element facilities serving Unit 102, are substantially completed.


Leland Clayton Gates, III
Professional Surveyor and Mapper
Florida Registration No. 5710

Date signed: _____



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JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

UNIT 102 SURVEY CERTIFICATION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	NO SCALE	1 OF 9

BOULDER POINTE CONDOMINIUMS

BOULDER POINTE CONDOMINIUMS SURVEY CERTIFICATION

I hereby certify pursuant to Section 718.104(4)(E) F.S., as amended, that the construction of Building One, Unit 201, Boulder Pointe Condominiums, as depicted on the attached exhibits is substantially complete; so that such material together with the provisions of the Declaration of Condominium of Boulder Pointe Condominiums, describing the condominium property is an accurate representation of the locations and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each home can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, landscaping, utility services, access to each unit and common element facilities serving Unit 201, are substantially completed.


Leland Clayton Gates, III
Professional Surveyor and Mapper
Florida Registration No. 5710

Date signed: SEP 20 2007

S:\20030000\20034251\Condominium Documents\Final Condo Docs Bldg 1\20034251 bldg 1 unit 201.dwg (SHEET 1) ddb Aug 15, 2007 - 7:47am

JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

UNIT 201 SURVEY CERTIFICATION

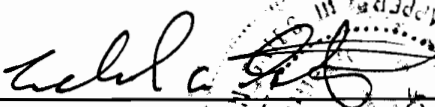
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	NO SCALE	1 OF 9

BOULDER POINTE CONDOMINIUMS

BOULDER POINTE CONDOMINIUMS SURVEY CERTIFICATION

I hereby certify pursuant to Section 718.104(4)(E) F.S., as amended, that the construction of Building One, Unit 202, Boulder Pointe Condominiums, as depicted on the attached exhibits is substantially complete; so that such material together with the provisions of the Declaration of Condominium of Boulder Pointe Condominiums, describing the condominium property is an accurate representation of the locations and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each home can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, landscaping, utility services, access to each unit and common element facilities serving Unit 202, are substantially completed.


Leland Clayton Gates, III
Professional Surveyor and Mapper
Florida Registration No. 5710

Date signed: _____

SEP 10 2007

S:\20030000\20034251\Condominium Documents\Final Condo Docs Bldg 1\20034251 bldg 1 unit 202.dwg (SHEET 1) ddb Aug 15, 2007 - 7:48am

JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

UNIT 202 SURVEY CERTIFICATION

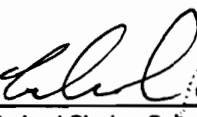
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	NO SCALE	1 OF 9

BOULDER POINTE CONDOMINIUMS

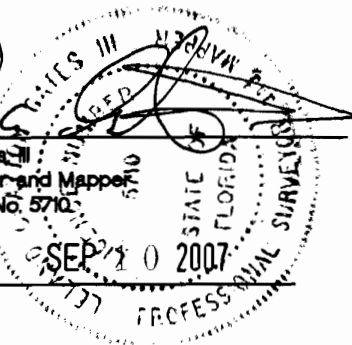
BOULDER POINTE CONDOMINIUMS SURVEY CERTIFICATION

I hereby certify pursuant to Section 718.104(4)(E)F.S., as amended, that the construction of Building One, Unit 301, Boulder Pointe Condominiums, as depicted on the attached exhibits is substantially complete: so that such material together with the provisions of the Declaration of Condominium of Boulder Pointe Condominiums, describing the condominium property is an accurate representation of the locations and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each home can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, landscaping, utility services, access to each unit and common element facilities serving Unit 301, are substantially completed.


 Leland Clayton Gates III
 Professional Surveyor and Mapper
 Florida Registration No. 5710

Date signed: SEP 10 2007



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JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
 PORT CHARLOTTE, FL 33948
 PHONE (941) 625-9919
 FAX (941) 625-3269
 E.B. #642 & L.B. #642

UNIT 301 SURVEY CERTIFICATION

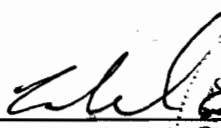
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	NO SCALE	1 OF 9

BOULDER POINTE CONDOMINIUMS

BOULDER POINTE CONDOMINIUMS SURVEY CERTIFICATION

I hereby certify pursuant to Section 718.104(4)(E) F.S., as amended, that the construction of Building One, Unit 302, Boulder Pointe Condominiums, as depicted on the attached exhibits is substantially complete; so that such material together with the provisions of the Declaration of Condominium of Boulder Pointe Condominiums, describing the condominium property is an accurate representation of the locations and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each home can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, landscaping, utility services, access to each unit and common element facilities serving Unit 302, are substantially completed.


Leland Clayton Gates III
Professional Surveyor and Mapper
Florida Registration No. 5710
Date signed: SEP 10 2007



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JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

UNIT 302 SURVEY CERTIFICATION

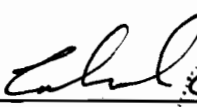
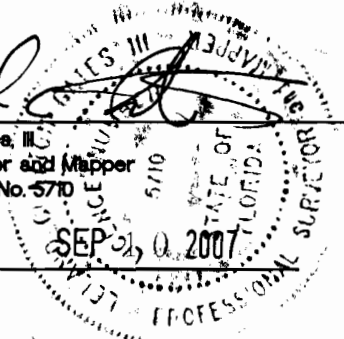
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	NO SCALE	1 OF 9

BOULDER POINTE CONDOMINIUMS

BOULDER POINTE CONDOMINIUMS SURVEY CERTIFICATION

I hereby certify pursuant to Section 718.104(4)(E) F.S., as amended, that the construction of Building One, Unit 401, Boulder Pointe Condominiums, as depicted on the attached exhibits is substantially complete; so that such material together with the provisions of the Declaration of Condominium of Boulder Pointe Condominiums, describing the condominium property is an accurate representation of the locations and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each home can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, landscaping, utility services, access to each unit and common element facilities serving Unit 401, are substantially completed.


Leland Clayton Gates, III
Professional Surveyor and Mapper
Florida Registration No. 5710
Date signed: SEP 20 2007


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JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

UNIT 401 SURVEY CERTIFICATION

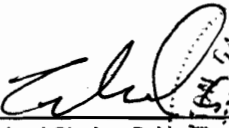
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	NO SCALE	1 OF 9

BOULDER POINTE CONDOMINIUMS

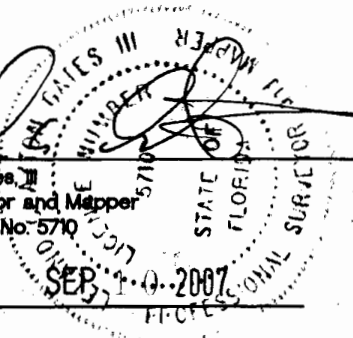
BOULDER POINTE CONDOMINIUMS SURVEY CERTIFICATION

I hereby certify pursuant to Section 718.104(4)(E)F.S., as amended, that the construction of Building One, Unit 402, Boulder Pointe Condominiums, as depicted on the attached exhibits is substantially complete; so that such material together with the provisions of the Declaration of Condominium of Boulder Pointe Condominiums, describing the condominium property is an accurate representation of the locations and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each home can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, landscaping, utility services, access to each unit and common element facilities serving Unit 402, are substantially completed.


Leland Clayton Gates III
Professional Surveyor and Mapper
Florida Registration No. 5710

Date signed: SEP 10 2007



S:\20030000\20034251\Condominium Documents\Final Condo Docs Bldg 1\20034251 bldg 1 unit 402.dwg (SHEET 1) ddb Aug 15, 2007 - 7:52am

JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

UNIT 402 SURVEY CERTIFICATION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	NO SCALE	1 OF 9

BOULDER POINTE CONDOMINIUMS

PROPERTY DESCRIPTION: PROVIDED BY CLIENT

LOTS 1 AND 2, ACCORDING TO THE PLAT OF "DEAN'S SUBDIVISION", AS RECORDED IN PLAT BOOK 17, PAGES 43A THROUGH 43B OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

ALSO AND TOGETHER WITH: THE SOUTH 100 FEET OF THE NORTH 636.25 FEET OF THAT PART OF SECTION 2, TOWNSHIP 41 SOUTH, RANGE 19 EAST, LYING WEST OF EXISTING PAVED COUNTY ROAD SUBJECT TO THE RIGHT-OF-WAY CONVEYED FOR ROAD PURPOSES BY DEED RECORDED IN DEED BOOK 37, PAGE 254, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, ALSO THE SOUTH 100 FEET OF THE NORTH 636.25 FEET OF SAID SECTION 2, LYING WEST OF SAID EXISTING PAVED COUNTY ROAD AND EAST OF THE ROAD RIGHT-OF-WAY CONVEYED BY SAID DEED RECORDED IN DEED BOOK 37, PAGE 254, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, ALSO DESCRIBED AS: BEGIN AT A POINT ON THE WEST BOUNDARY OF A 66 FOOT EXISTING HIGHWAY RIGHT-OF-WAY 536.25 FEET DIRECTLY SOUTH OF THE NORTH BOUNDARY LINE OF SECTION 2, TOWNSHIP 41 SOUTH, RANGE 19 EAST, RUNNING THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID HIGHWAY RIGHT-OF-WAY TO A POINT 636.25 FEET DUE SOUTH OF THE NORTH BOUNDARY OF SAID SECTION LINE; THENCE WEST TO THE MEAN HIGH WATER MARK OF THE WATERS OF THE GULF OF MEXICO TO A POINT 636.25 FEET DUE SOUTH OF THE NORTH BOUNDARY LINE OF SAID SECTION; THENCE NORTHWEST ALONG MEAN HIGH WATER MARK OF THE GULF OF MEXICO TO A POINT 536.25 FEET DUE SOUTH OF THE NORTH BOUNDARY LINE OF SAID SECTION; THENCE EAST TO THE WEST LINE OF SAID ROAD RIGHT-OF-WAY TO THE POINT OF BEGINNING. ALL OF SAID LAND BEING WITH A PART OF SECTION 2, TOWNSHIP 41 SOUTH, RANGE 19 EAST, CHARLOTTE COUNTY FLORIDA. (NOT INCLUDED IN SURVEY) TOGETHER WITH AN EXCLUSIVE WALKING EASEMENT OVER AND ACROSS THE NORTH 3 FEET OF THE SOUTH 100 FEET OF THE NORTH 636.25 FEET OF THAT PART OF SECTION 2, TOWNSHIP 41 SOUTH, RANGE 19 EAST, LYING EAST OF EXISTING PAVED COUNTY ROAD.

INGRESS/EGRESS EASEMENT
BOULDER POINTE CONDOMINIUMS
SECTION 2, TOWNSHIP 41 SOUTH, RANGE 19 EAST
CHARLOTTE COUNTY, FLORIDA

A PARCEL OR TRACT OF LAND LYING IN SECTION 2, TOWNSHIP
41 SOUTH, RANGE 19 EAST, CHARLOTTE COUNTY, FLORIDA, WHICH
TRACT OR PARCEL IS DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER LOT 2, DEAN'S SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 17, PAGE 43A THROUGH 43B, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, THENCE S 26°31'49" E ALONG THE NORTHEASTERLY LINE OF SAID LOT 2 SAID LINE ALSO BEING THE SOUTHERLY RIGHT-OF-WAY FOR BEACH ROAD FOR 92.71 FEET TO THE POINT OF BEGINNING FOR SAID INGRESS/EGRESS EASEMENT. FROM SAID POINT OF BEGINNING RUN S 26°31'49" E ALONG SAID SOUTHERLY RIGHT-OF-WAY FOR 56.34 FEET TO A POINT OF CURVATURE; THENCE LEAVING SAID RIGHT-OF-WAY RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 35.00 FEET (CHORD BEARING N 83°52'47" W, CHORD 7.06, DELTA 11°34'34") FOR 7.07 FEET; THENCE N 89°40'04" W FOR 146.27 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 10.00 FEET (CHORD BEARING S 45°19'56" W, CHORD 14.14, DELTA 90°00'00") FOR 15.71 FEET; THENCE S 00°19'56" W FOR 4.00 FEET; TO AN INTERSECTION WITH THE NORTHERLY FACE OF PROPOSED BUILDING THREE N 89°40'04" W ALONG SAID NORTHERLY FACE FOR 48.00 FEET; THENCE N 00°19'56" E LEAVING SAID NORTHERLY FACE FOR 4.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 10.00 FEET (CHORD BEARING N 44°40'04" W, CHORD 14.14, DELTA 90°00'00") FOR 15.71 FEET; THENCE N 89°40'04" W FOR 8.16 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 13.00 FEET (CHORD BEARING S 45°19'56" W, CHORD 18.38, DELTA 90°00'00") FOR 20.42 FEET; THENCE S 00°19'56" W FOR 39.13 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT OF RADIUS 15.00 FEET (CHORD BEARING S 45°19'56" W, CHORD 21.21 FEET, DELTA 90°00'00") FOR 23.56 FEET; THENCE N 89°40'04" W FOR 23.96 FEET TO AN INTERSECTION WITH THE EASTERLY FACE OF PROPOSED BUILDING TWO; THENCE CONTINUE ALONG SAID EASTERLY FACE THE FOLLOWING FIVE COURSES AND DISTANCES N 00°19'56" W FOR 17.28 FEET; S 89°40'04" E FOR 8.96 FEET; N 00°19'56" E FOR 16.87 FEET; N 89°40'04" W FOR 8.96 FEET; N 00°19'56" E FOR 17.27 FEET; THENCE S 89°40'04" E LEAVING SAID EASTERLY FACE FOR 6.96 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 8.00 FEET (CHORD BEARING N 45°19'56" E, CHORD 11.31 FEET, DELTA 90°00'00") FOR 12.57 FEET; THENCE N 00°19'56" E FOR 10.11 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 8.00 FEET (CHORD BEARING N 25°12'52" W, CHORD 6.90 FEET, DELTA 51°05'35") FOR 7.13 FEET; THENCE N 50°45'40" W FOR 10.39 FEET; THENCE N 61°36'27" W FOR 50.17 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 3.00 FEET (CHORD BEARING N 75°39'53" W, CHORD 1.46 FEET, DELTA 28°06'52") FOR 1.47 FEET; THENCE N 89°43'18" W FOR 30.12 FEET TO AN INTERSECTION WITH THE EASTERLY FACE OF PROPOSED BUILDING ONE THENCE CONTINUE ALONG THE EASTERLY FACE THE FOLLOWING 5 COURSES AND DISTANCES N 00°16'42" E FOR 19.78 FEET; S 89°43'18" E FOR 8.96 FEET; N 00°16'42" E FOR 16.88 FEET; N 89°43'18" W FOR 8.96 FEET; N 00°16'42" E FOR 19.77 FEET; THENCE S 89°43'18" E LEAVING SAID EASTERLY FACE FOR 24.39 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT OF RADIUS 100.00 FEET (CHORD BEARING S 55°58'18" E, CHORD 111.11 FEET, DELTA 67°30'01") FOR 117.81 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 8.00 FEET (CHORD BEARING S 55°56'41" E, CHORD 8.88, DELTA 67°26'47") FOR 9.42 FEET; THENCE S 89°40'04" E FOR 171.89 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 35.00 FEET (CHORD BEARING N 57°31'43" E, CHORD 37.92, DELTA 65°36'25") FOR 40.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 16,772.70 SQUARE FEET MORE OR LESS.

BEARINGS ARE ASSUMED AND BASED ON THE SOUTHERLY RIGHT- OF-WAY OF BEACH ROAD AS BEING S 26°31'49" E.

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E.B. #642 & L.B. #642

LEGAL DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	NO SCALE	2 OF 9

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BOULDER POINTE CONDOMINIUMS

SURVEY NOTES

I. DESCRIPTION OF UNITS

Each unit shall consist of that part of the building containing such unit which lies within the boundaries of the unit, which boundaries are as follows:

A. UPPER BOUNDARIES

1. The upper boundary of the units shall be the horizontal plane of the lowest surface of the unfinished ceiling slab of the unit and the horizontal plane of the unfinished horizontal plane of the lowest surface of the unfinished lanai ceiling slab extended to an intersection with the perimetrical boundaries.
2. The upper boundary of the units shall be the sloped and horizontal planes of the unfinished ceiling extended to an intersection with each other and with the perimetrical boundaries.
3. The upper boundary of the portion of the units comprising the lanai shall be the plane of the lowest surface of the unfinished lanai ceiling.

B. LOWER BOUNDARIES

The lower boundary of all units shall be the horizontal plane of the unfinished floor slab of that unit and the horizontal plane of the unfinished lanai slab extended to an intersection with the perimetrical boundaries.

C. PERIMETRICAL BOUNDARIES

The perimetrical boundaries of a unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

1. Exterior Building Walls

The intersecting vertical plane(s) of the innermost unfinished surfaces of the exterior wall of the building bounding such unit and as to the lanai which is part of a unit, such boundaries shall be the intersecting vertical planes which include all of such structures.

2. Interior Building Walls

The vertical planes of the innermost unfinished surface of the party walls dividing such units extended to intersections with other perimetrical boundaries.

D. APERTURES

Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries shall be extended to include the interior, unfinished surfaces of such apertures, including all frameworks thereof, exterior surfaces made of glass or other transparent materials, exterior doors of any type, including the locks, hinges and other hardware thereof, and all framings and casings thereof shall be included in the boundaries of the unit.

E. AIR CONDITIONING UNITS

The boundaries of each unit shall also be deemed to include all integral parts of the air conditioning unit located within the unit.

SURVEY NOTES

BOULDER POINTE CONDOMINIUMS

SURVEY NOTES:

F. EXCLUDED FROM UNITS

The unit shall not be deemed to include utility services which may be contained within the boundaries of the unit, but which are utilized to serve Common Elements and/or a unit or units other than or in addition to the unit within which contained. Such utility services are not Common Elements, but may be the maintenance responsibility of the Association. The unit shall not be deemed to include columns or partitions contributing to the support of the building. Such columns or partitions are part of the Common Elements.

II. DESCRIPTION OF COMMON ELEMENTS

A. All land and all portions of the Condominium Property not within a unit or units are parts of the Common Elements.

B. All bearing walls to the unfinished surface of said walls located within a unit and all columns or partitions contributing to support of the Building constitute parts of the Common Elements.

C. The Common Elements are subject to certain easements set forth in Article 12 of the Declaration of Condominium.

D. Each entrance area, entrance court and driveway so designated on the Survey is a Limited Common Element reserved for the use of the Owner of the unit adjacent thereto or as otherwise indicated on the Survey.

E. Each A/C land so designated on the Survey is a Limited Common Element reserved for the use of the Home adjacent thereto or as otherwise indicated on the Survey.

F. The definitions set forth in the Declaration of Condominium are incorporated herein.

III. BEARINGS BASIS

Bearings based upon the Westerly right-of-way line of Beach Road as being S26°31'49"E.

IV. ELEVATIONS

Elevations shown hereon are based upon NGVD 1929.

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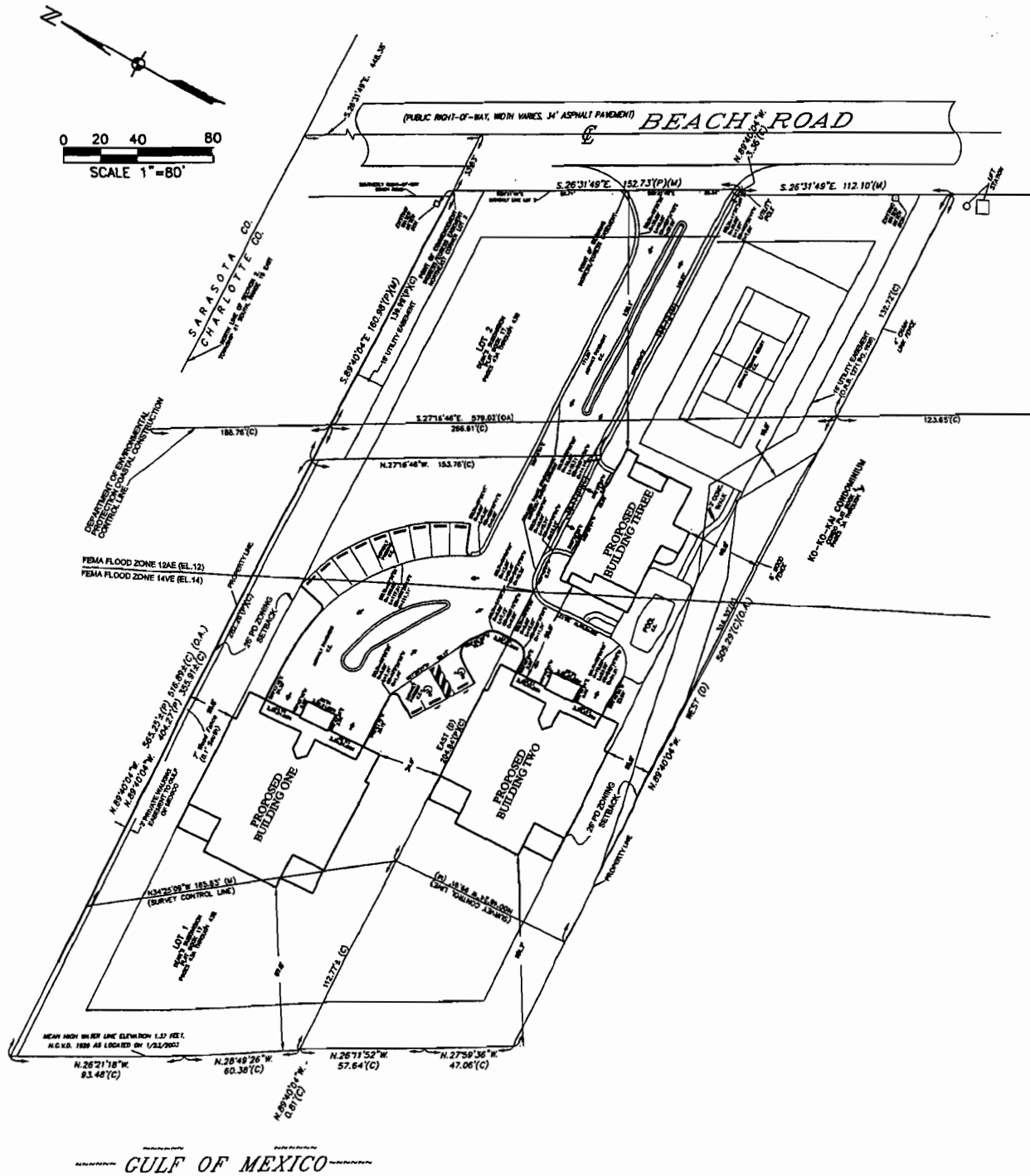
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SURVEY NOTES

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	NO SCALE	4 OF 9

BOULDER POINTE CONDOMINIUMS



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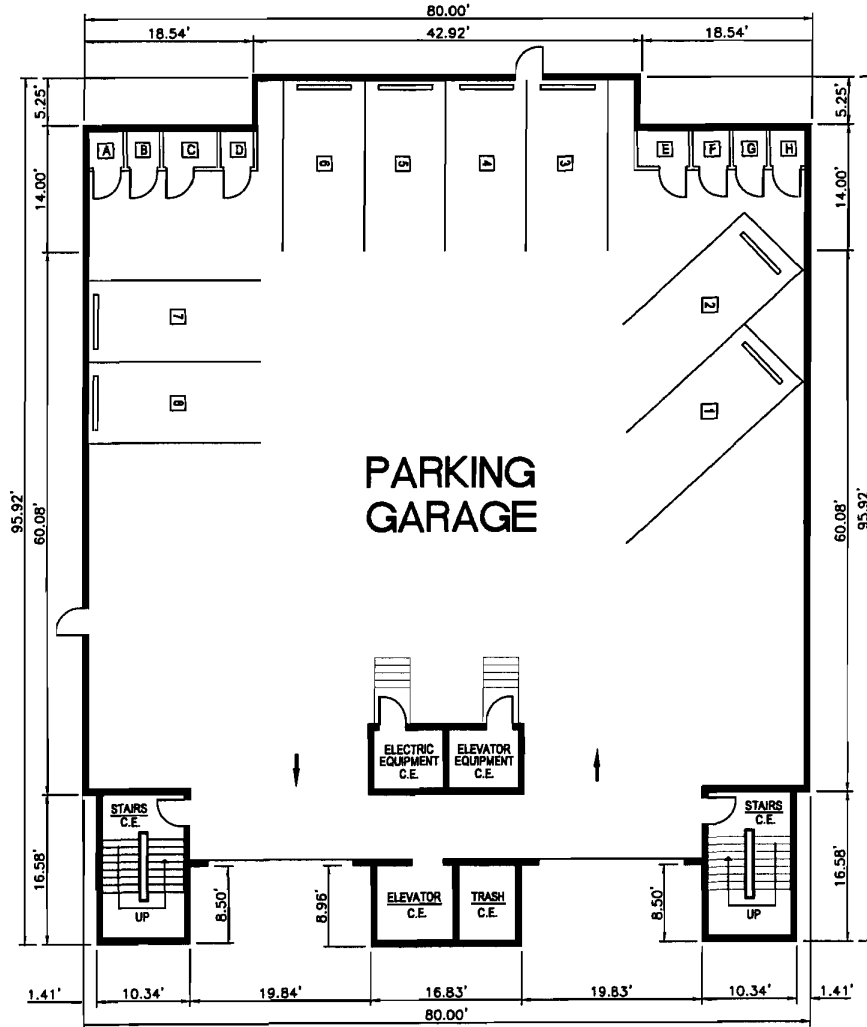
SITE PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=80'	5 OF 9

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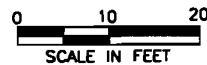
BOULDER POINTE CONDOMINIUMS



GROUND FLOOR

C.E. DENOTES A COMMON ELEMENT
 [B] DENOTES A PARKING SPACE NUMBER
 [A] DENOTES A STORAGE SPACE

GROUND FLOOR
 ELEVATION=10.90



SURVEYORS NOTES:

1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. DIMENSIONS AS SHOWN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

REVISED 09/03/07

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GROUND FLOOR

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=20'	6 OF 9

The floor plan shows the second floor of a building with a total width of 80.00' and a total depth of 95.92'. The plan is divided into two main units, Unit 101 and Unit 102, with various rooms and corridors in between.

Unit 101 (Left Side):

- Covered Lanai (L.C.E.):** Located at the top left, measuring 18.54' by 14.00'.
- Unit 101 Main Area:** Measures 18.55' by 77.90'.
- Stairs (C.E.):** Located at the bottom left, measuring 10.34' by 8.54'.
- Common Area:** Located between Unit 101 and Unit 102, measuring 38.96' by 34.16'.
- Corridor:** Measures 6.13' by 9.19'.
- Walkway (C.E.):** Located at the bottom, measuring 19.84' by 8.96'.

Unit 102 (Right Side):

- Unit 102 Main Area:** Measures 64.15' by 8.33'.
- Stairs (C.E.):** Located at the bottom right, measuring 10.34' by 8.50'.
- Common Area:** Located between Unit 101 and Unit 102, measuring 38.96' by 34.16'.
- Corridor:** Measures 6.13' by 9.19'.
- Walkway (C.E.):** Located at the bottom, measuring 19.83' by 8.04'.

Other Features:

- Elevator (C.E.):** Located at the bottom center, measuring 16.83' by 8.96'.
- Trash Room (C.E.):** Located at the bottom center, measuring 16.83' by 8.96'.
- Dimensions:** The plan includes numerous dimensions for rooms, corridors, and stairs, such as 18.54', 14.00', 5.25', 19.22', 20.18', 18.55', 77.90', 38.96', 34.16', 6.13', 9.19', 8.33', 10.34', 8.54', 19.84', 8.96', 16.83', 19.83', 10.34', 1.41', 16.58', 60.08', 95.92', 80.00', 18.54', 14.00', 5.25', 19.22', 20.18', 64.15', 38.96', 34.16', 6.13', 9.19', 8.33', 10.34', 8.50', 19.83', 1.41', 16.58', 60.08', 95.92', 80.00', 18.54', 14.00', 5.25', 19.22', 20.18', 64.15', 38.96', 34.16', 6.13', 9.19', 8.33', 10.34', 8.54', 19.84', 8.96', 16.83', 19.83', 10.34', 1.41', 16.58', 60.08', 95.92', 80.00', 18.54', 14.00', 5.25', 19.22', 20.18', 64.15', 38.96', 34.16', 6.13', 9.19', 8.33', 10.34', 8.50', 19.83', 1.41', 16.58', 60.08', 95.92', 80.00', 18.54', 14.00', 5.25', 19.22', 20.18', 64.15', 38.96', 34.16', 6.13', 9.19', 8.33', 10.34', 8.54', 19.84', 8.96', 16.83', 19.83', 10.34', 1.41', 16.58', 60.08', 95.92', 80.00', 18.54', 14.00', 5.25', 19.22', 20.18', 64.15', 38.96', 34.16', 6.13', 9.19', 8.33', 10.34', 8.50', 19.83', 1.41', 16.58', 60.08', 95.92', 80.00', 18.54', 14.00', 5.25', 19.22', 20.18', 64.15', 38.96', 34.16', 6.13', 9.19', 8.33', 10.34', 8.54', 19.84', 8.96', 16.83', 19.83', 10.34', 1.41', 16.58', 60.08', 95.92', 80.00', 18.54', 14.00', 5.25', 19.22', 20.18', 64.15', 38.96', 34.16', 6.13', 9.19', 8.33', 10.34', 8.50', 19.83', 1.41', 16.58', 60.08', 95.92', 80.00', 18.54', 14.00', 5.25', 19.22', 20.18', 64.15', 38.96', 34.16', 6.13', 9.19', 8.33', 10.34', 8.54', 19.84', 8.96', 16.83', 19.83', 10.34', 1.41', 16.58', 60.08', 95.92', 80.00', 18.54', 14.00', 5.25', 19.22', 20.18', 64.15', 38.96', 34.16', 6.13', 9.19', 8.33', 10.34', 8.50', 19.83', 1.41', 16.58', 60.08', 95.92', 80.00', 18.54', 14.00', 5.25', 19.22', 20.18', 64.15', 38.96', 34.16', 6.13', 9.19', 8.33', 10.34', 8.54', 19.84', 8.96', 16.83', 19.83', 10.34', 1.41', 16.58', 60.08', 95.92', 80.00', 18.54', 14.00', 5.25', 19.22', 20.18', 64.15', 38.96', 34.16', 6.13', 9.19', 8.33', 10.34', 8.50', 19.83', 1.41', 16.58', 60.08', 95.92', 80.00', 18.54', 14.00', 5.25', 19.22', 20.18', 64.15', 38.96', 34.16', 6.13', 9.19', 8.33', 10.34', 8.54', 19.84', 8.96', 16.83', 19.83', 10.34', 1.41', 16.58', 60.08', 95.92', 80.00', 18.54', 14.00', 5.25', 19.22', 20.18', 64.15', 38.96', 34.16', 6.13', 9.19', 8.33', 10.34', 8.50', 19.83', 1.41', 16.58', 60.08', 95.92', 80.00', 18.54', 14.00', 5.25', 19.22', 20.18', 64.15', 38.96', 34.16', 6.13', 9.19', 8.33', 10.34', 8.54', 19.84', 8.96', 16.83', 19.83', 10.34', 1.41', 16.58', 60.08', 95.92', 80.00', 18.54', 14.00', 5.25', 19.22', 20.18', 64.15', 38.96', 34.16', 6.13', 9.19', 8.33', 10.34', 8.50', 19.83', 1.41', 16.58', 60.08', 95.92', 80.00', 18.54', 14.00', 5.25', 19.22', 20.18', 64.15', 38.96', 34.16', 6.13', 9.19', 8.33', 10.34', 8.54', 19.84', 8.96', 16.83', 19.83', 10.34', 1.41', 16.58', 60.08', 95.92', 80.00', 18.54', 14.00', 5.25', 19.22', 20.18', 64.15', 38.96', 34.16', 6.13', 9.19', 8.33', 10.34', 8.50', 19.83', 1.41', 16.58', 60.08', 95.92', 80.00', 18.54', 14.00', 5.25', 19.22', 20.18', 64.15', 38.96', 34.16', 6.13', 9.19', 8.33', 10.34', 8.54', 19.84', 8.96', 16.83', 19.83', 10.34', 1.41', 16.58', 60.08', 95.92', 80.00', 18.54', 14.00', 5.25', 19.22', 20.18', 64.15', 38.96', 34.16', 6.13', 9.19', 8.33', 10.34', 8.50', 19.83', 1.41', 16.58', 60.08', 95.92', 80.00', 18.54', 14.00', 5.25', 19.22', 20.18', 64.15', 38.96', 34.16', 6.13', 9.19', 8.33', 10.34', 8.54', 19.84', 8.96', 16.83', 19.83', 10.34', 1.41', 16.58', 60.08', 95.92', 80.00', 18.54', 14.00', 5.25', 19.22', 20.18', 64.15', 38.96', 34.16', 6.13', 9.19', 8.33', 10.34', 8.50', 19.83', 1.41', 16.58', 60.08', 95.92', 80.00', 18.54', 14.00', 5.25', 19.22', 20.18', 64.15', 38.96', 34.16', 6.13', 9.19', 8.33', 10.34', 8.54', 19.84', 8.96', 16.83', 19.83', 10.34', 1.41', 16.58', 60.08', 95.92', 80.00', 18.54', 14.00', 5.25', 19.22', 20.18', 64.15', 38.96', 34.16', 6.13', 9.19', 8.33', 10.34', 8.50', 19.83', 1.41', 16.58', 60.08', 95.92', 80.00', 18.54',

UNIT 101
FIRST FLOOR

C.E. DENOTES A COMMON ELEMENT
L.C.E. DENOTES A LIMITED COMMON ELEMENT

FINISH FLOOR
ELEVATION = 21.45

**FINISH CEILING
ELEVATION = 29.07**

0 10 20
SCALE IN FEET

SURVEYORS NOTES:

1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. DIMENSIONS AS SHOWN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

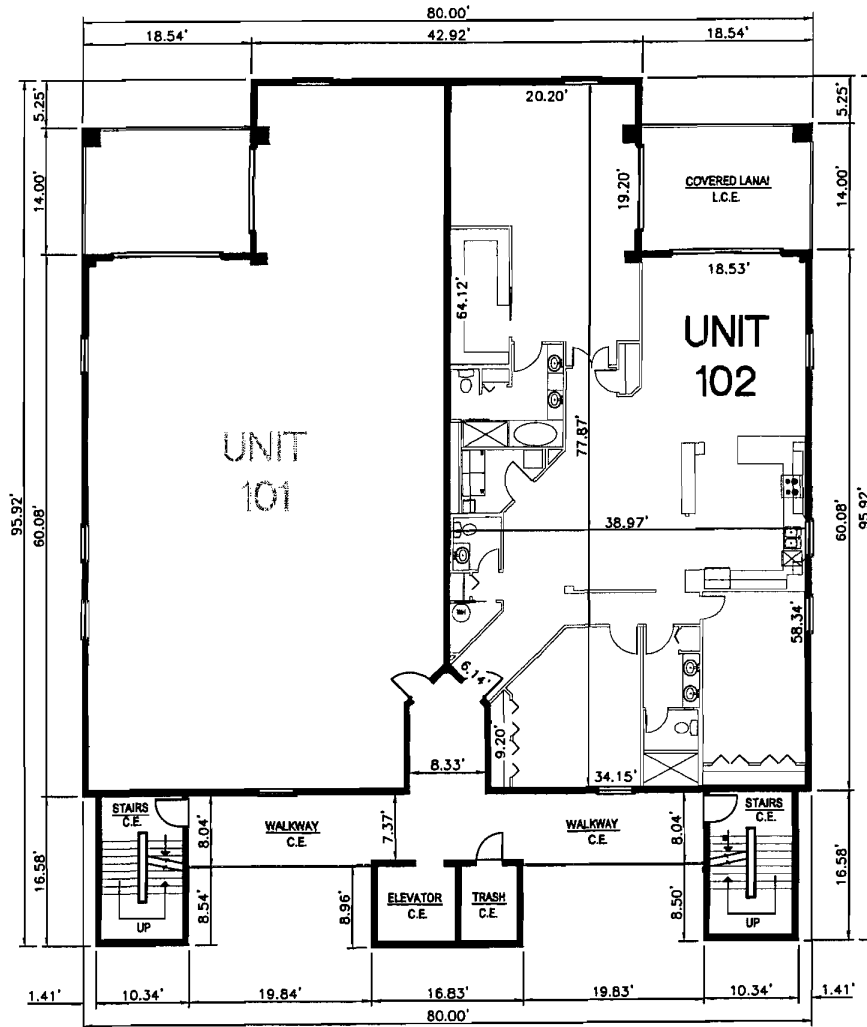
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UNIT 101 FLOOR PLAN

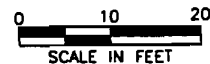
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=20'	7 OF 9

BOULDER POINTE CONDOMINIUMS



UNIT 102 FIRST FLOOR

C.E. DEMOTES A COMMON ELEMENT
L.C.E. DEMOTES A LIMITED COMMON ELEMENT



FINISH FLOOR
ELEVATION = 21.45

FINISH CEILING
ELEVATION = 29.07

SURVEYORS NOTES:

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2. DIMENSIONS AS SHOWN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

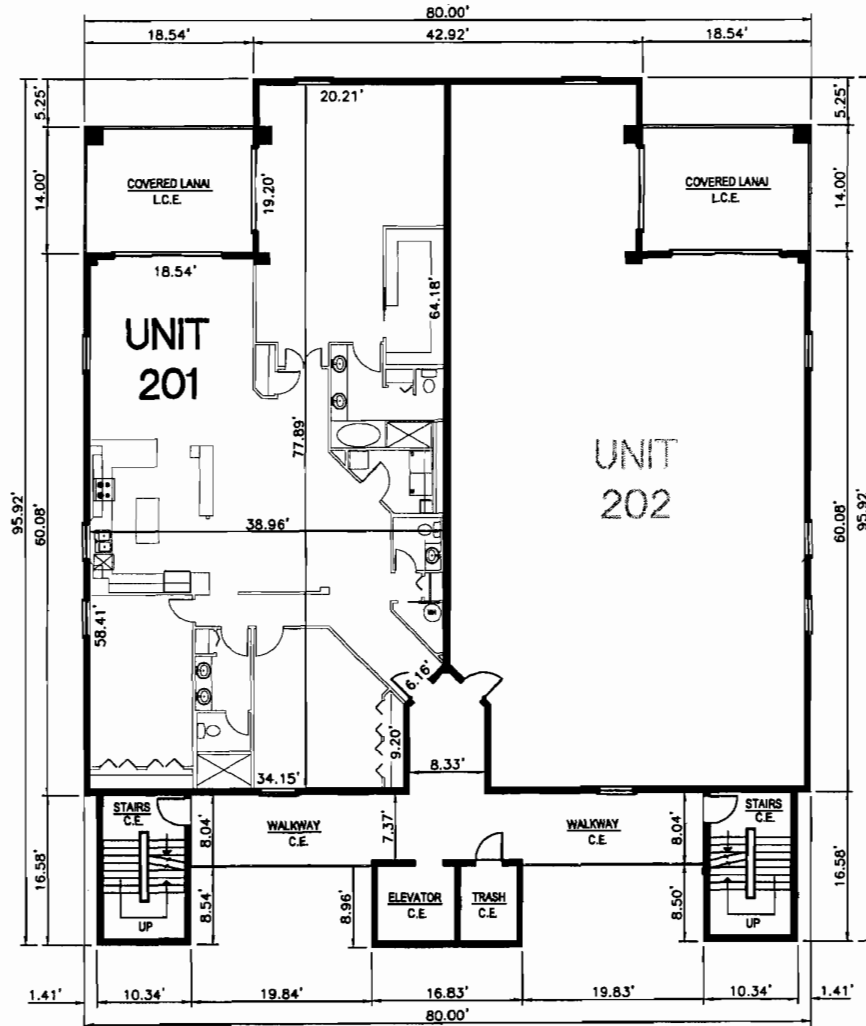
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UNIT 102 FLOOR PLAN

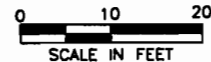
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=20'	7 OF 9

BOULDER POINTE CONDOMINIUMS



UNIT 201 SECOND FLOOR

C.E. DENOTES A COMMON ELEMENT
L.C.E. DENOTES A LIMITED COMMON ELEMENT



FINISH FLOOR
ELEVATION = 30.11

FINISH CEILING
ELEVATION = 37.84

SURVEYORS NOTES:

1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. DIMENSIONS AS SHOWN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

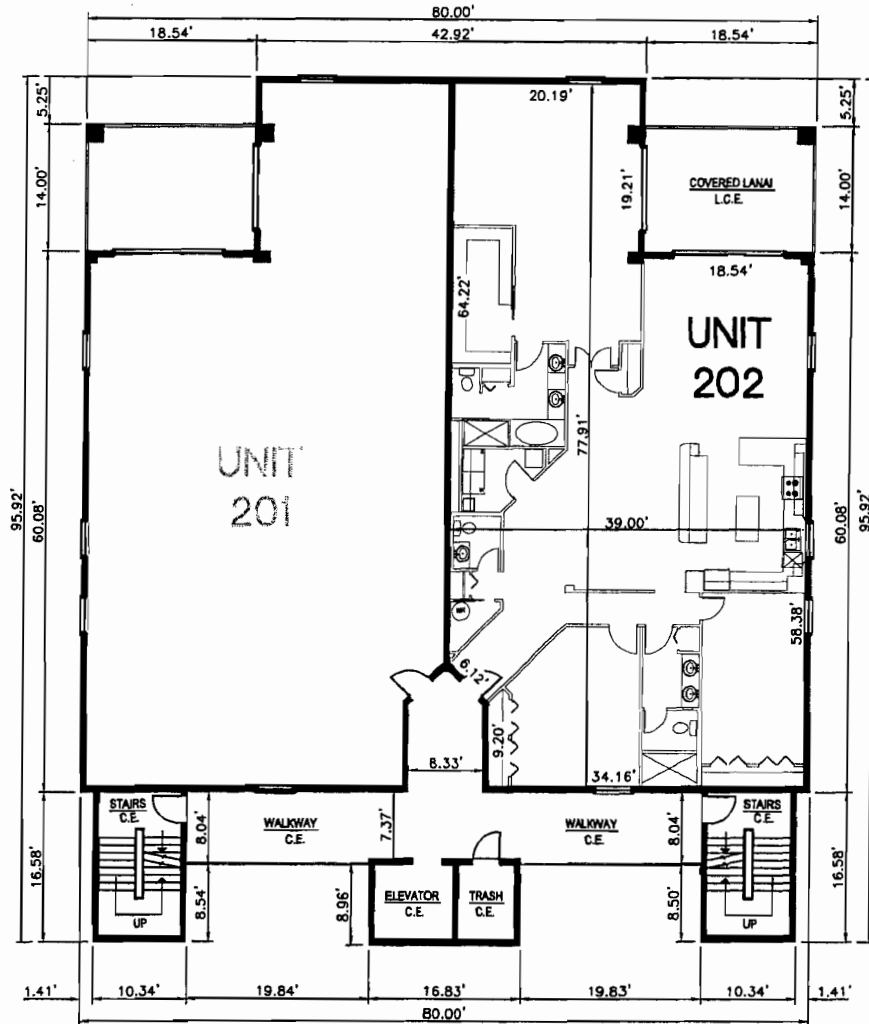
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UNIT 201 FLOOR PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=20'	7 OF 9

BOULDER POINTE CONDOMINIUMS

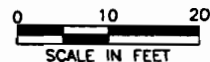


UNIT 202 SECOND FLOOR

C.E. DENOTES A COMMON ELEMENT
L.C.E. DENOTES A LIMITED COMMON ELEMENT

FINISH FLOOR
ELEVATION = 30.11

FINISH CEILING
ELEVATION = 37.84



SURVEYORS NOTES:

1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. DIMENSIONS AS SHOWN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

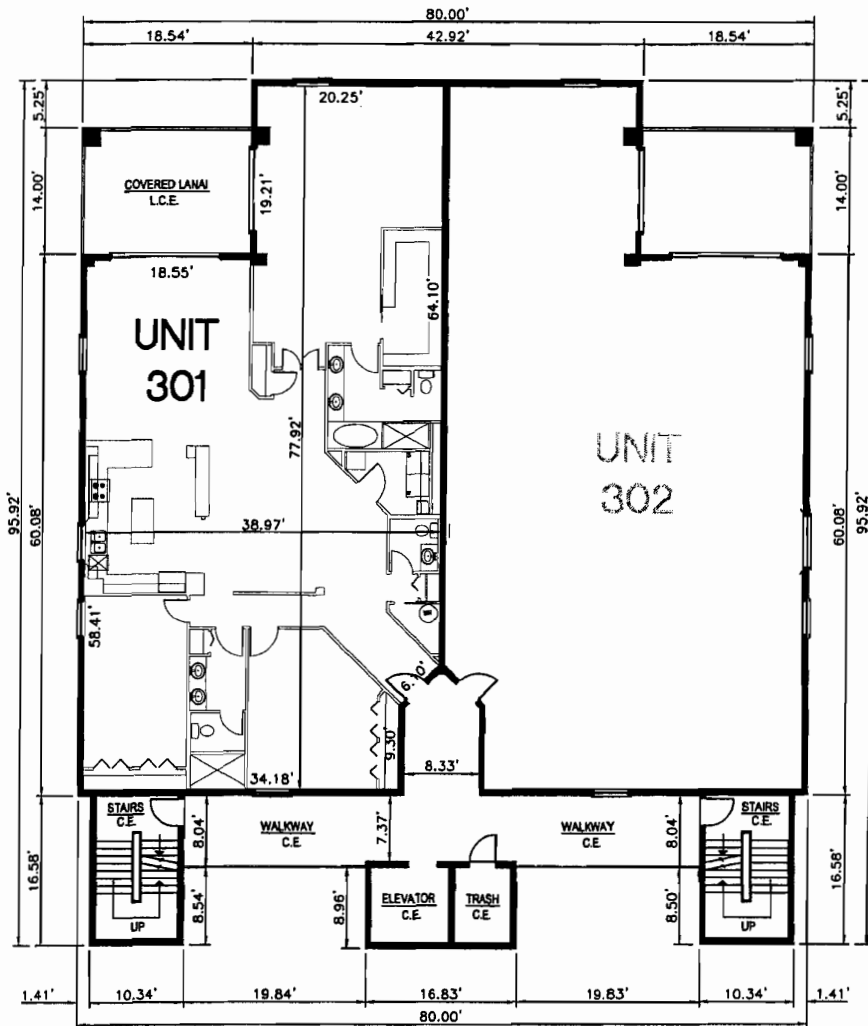
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UNIT 202 FLOOR PLAN

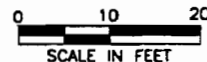
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=20'	7 OF 9

BOULDER POINTE CONDOMINIUMS



UNIT 301 THIRD FLOOR

C.E. DENOTES A COMMON ELEMENT
L.C.E. DENOTES A LIMITED COMMON ELEMENT



FINISH FLOOR
ELEVATION = 38.72

FINISH CEILING
ELEVATION = 46.42

SURVEYORS NOTES:

1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. DIMENSIONS AS SHOWN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

JOHNSON
ENGINEERING

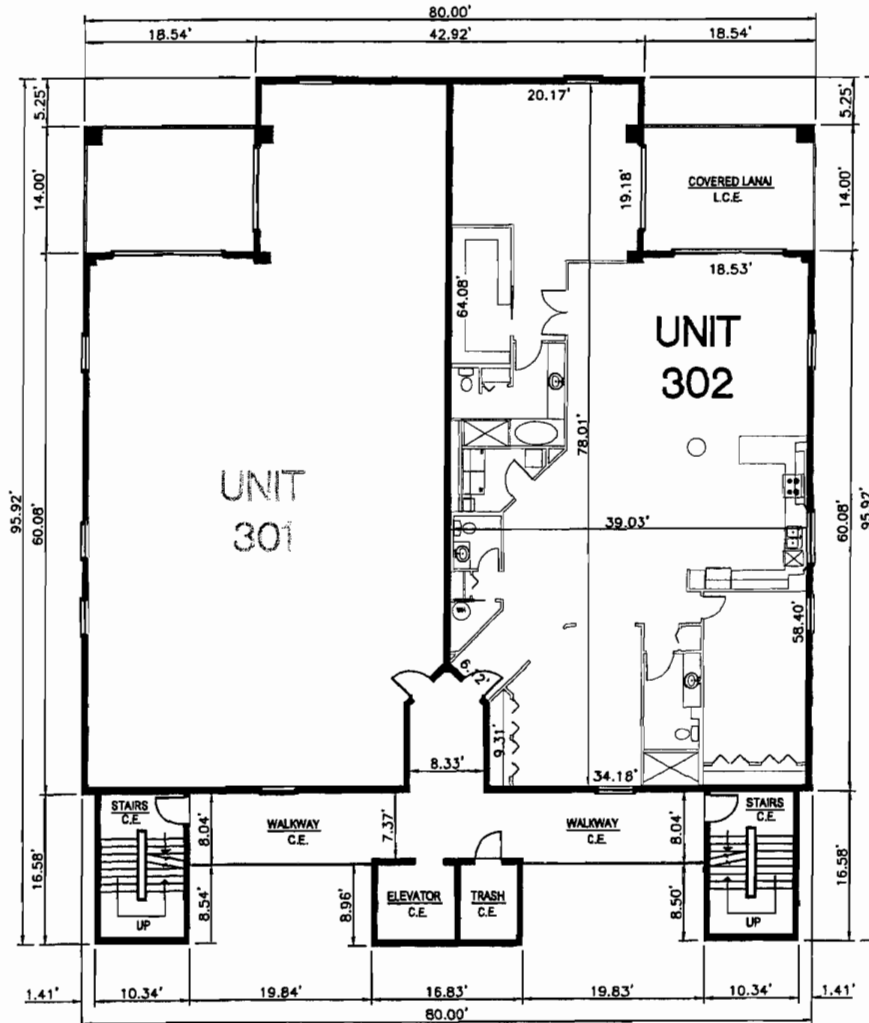
18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

UNIT 301 FLOOR PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=20'	7 OF 9

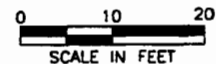
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BOULDER POINTE CONDOMINIUMS



UNIT 302 THIRD FLOOR

C.E. DENOTES A COMMON ELEMENT
L.C.E. DENOTES A LIMITED COMMON ELEMENT



FINISH FLOOR
ELEVATION = 38.72

FINISH CEILING
ELEVATION = 46.42

SURVEYORS NOTES:

1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. DIMENSIONS AS SHOWN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

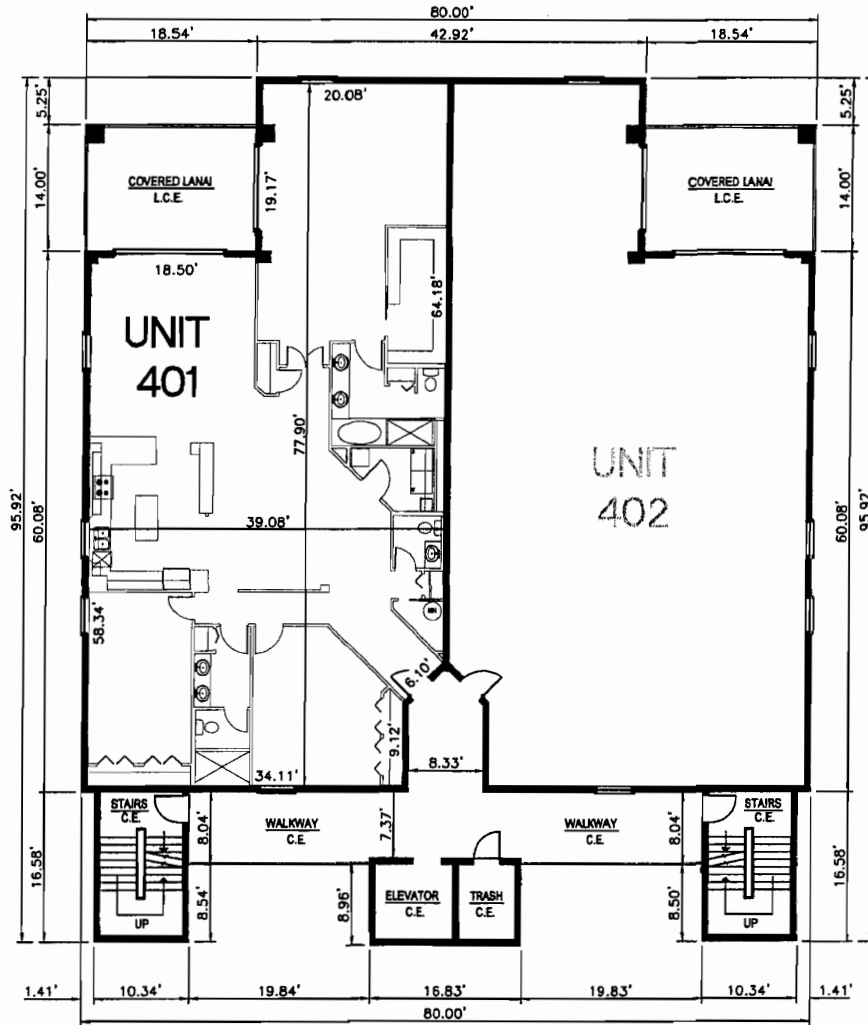
JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

UNIT 302 FLOOR PLAN

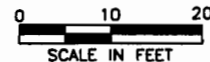
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=20'	7 OF 9

BOULDER POINTE CONDOMINIUMS



UNIT 401 FOURTH FLOOR

C.E. DENOTES A COMMON ELEMENT
L.C.E. DENOTES A LIMITED COMMON ELEMENT



FINISH FLOOR
ELEVATION = 47.42

FINISH CEILING
ELEVATION = 55.44

SURVEYORS NOTES:

1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. DIMENSIONS AS SHOWN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

UNIT 401 FLOOR PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=20'	7 OF 9

S:\20030000\20034251\Condominium Documents\Final Condo Docs Bldg 1\unit 401.dwg (SHEET 7) ddb Aug 14, 2007 - 4:46pm

The floor plan shows the second floor of a building with overall dimensions of 80.00' by 95.92'. The plan is divided into two main units, Unit 401 and Unit 402, and includes various common areas and service spaces.

Unit 401: Located on the left side of the floor plan, it has a large open area and a bathroom. The overall dimensions for Unit 401 are 80.00' by 58.08'.

Unit 402: Located on the right side of the floor plan, it has a large open area, a bathroom, and a kitchen area. The overall dimensions for Unit 402 are 80.00' by 58.08'.

Common Areas and Service Spaces:

- Stairs C.E. (UP):** Two stairwells are located at the bottom left and bottom right of the plan, each with a width of 8.54'.
- WALKWAY C.E.:** Two walkways are located between the stairwells, each with a width of 8.04'.
- ELEVATOR C.E.:** An elevator shaft is located in the center bottom of the plan, with a width of 8.96'.
- TRASH C.E.:** A trash room is located next to the elevator, with a width of 8.50'.
- COVERED LANAI L.C.E.:** A covered lanai is located at the top right of the plan, with a width of 19.16'.

Dimensions:

- Overall Dimensions:** 80.00' (width) by 95.92' (depth).
- Unit 401 Dimensions:** 80.00' (width) by 58.08' (depth).
- Unit 402 Dimensions:** 80.00' (width) by 58.08' (depth).
- Stairwell Widths:** 8.54' (left) and 8.54' (right).
- Walkway Widths:** 8.04' (left) and 8.04' (right).
- Elevator Width:** 8.96'.
- Trash Room Width:** 8.50'.
- Covered Lanai Width:** 19.16'.

C.E. DENOTES A COMMON ELEMENT
L.C.E. DENOTES A LIMITED COMMON ELEMENT

0 10 20
SCALE IN FEET

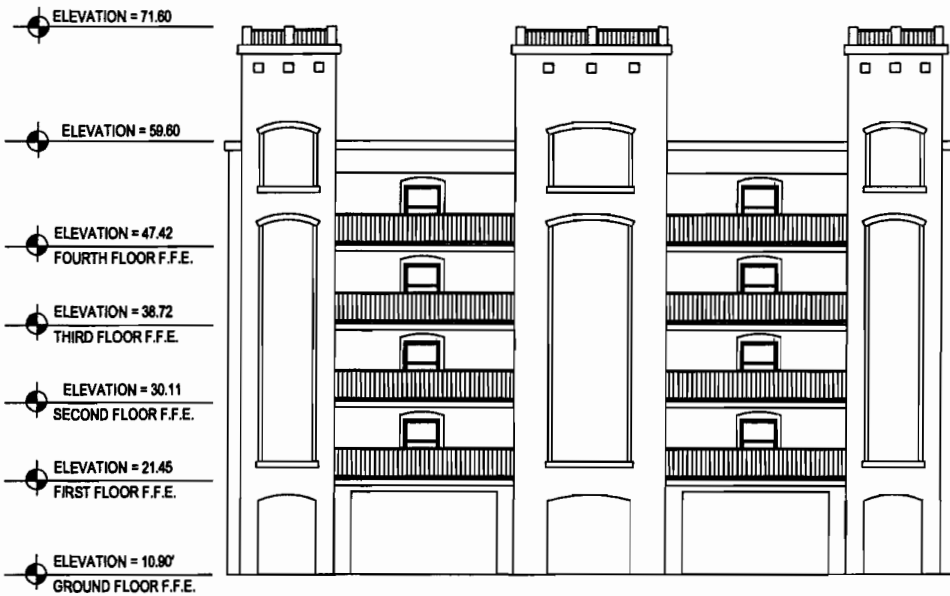
**FINISH CEILING
ELEVATION = 55.44**

1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. DIMENSIONS AS SHOWN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

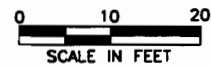
18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=20'	7 OF 9

BOULDER POINTE CONDOMINIUMS



FRONT ELEVATION



REAR ELEVATION

JOHNSON
ENGINEERING

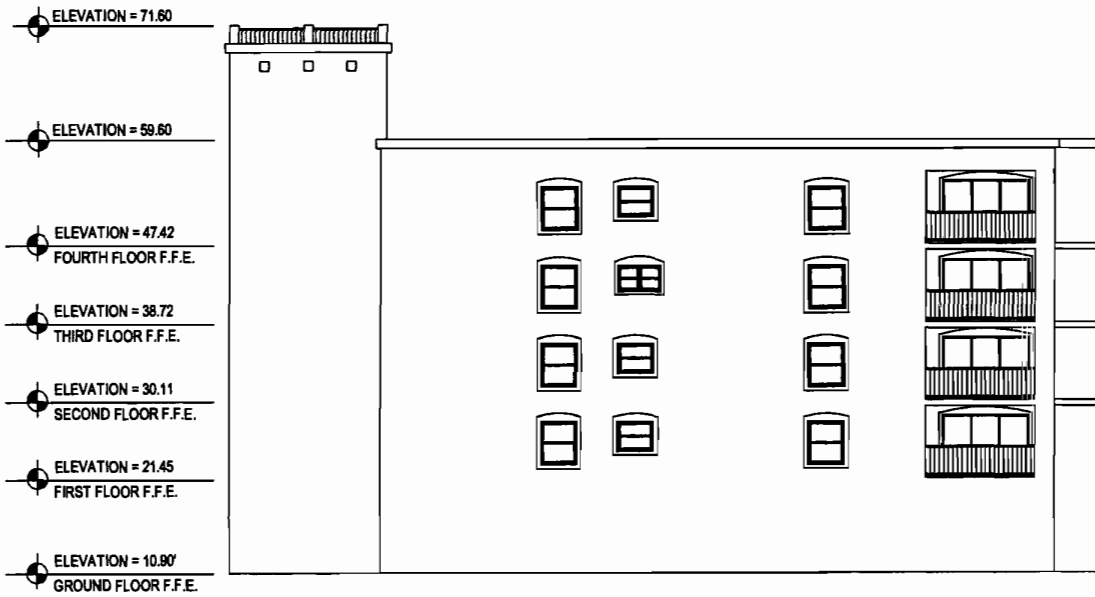
18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

EXTERIOR ELEVATIONS

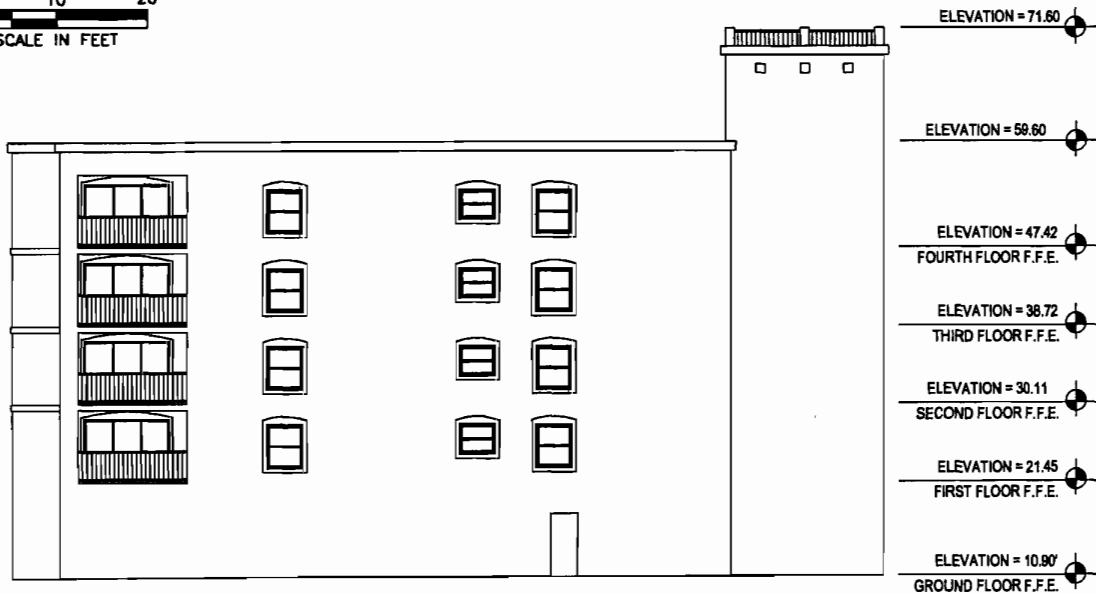
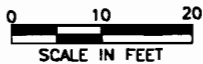
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=20'	8 OF 9

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BOULDER POINTE CONDOMINIUMS



RIGHT ELEVATION



LEFT ELEVATION

JOHNSON
ENGINEERING

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PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

EXTERIOR ELEVATIONS

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=20'	9 OF 9

S:\20030000\20034251\Condominium Documents\Final Condo Docs Bldg 1\20034251 bldg 1 sheets 2-3-4-5-6-8-9.dwg (SHEET 9) ddb Sep 05, 2007 - 10:44am

**2nd AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
BOULDER POINTE CONDOMINIUM
ADDING SURVEYOR'S CERTIFICATE OF SUBSTANTIAL COMPLETION FOR
BUILDING 2**

Page III, LLC, an Indiana limited liability company, pursuant to authority reserved in the Declaration of Condominium for Boulder Pointe Condominium, which declaration is recorded at Official Records Book 2862, Page 600, et seq., of the Public Records of Charlotte County, Florida, and pursuant to authority set forth in Chapter 718, Florida Statutes, does hereby amend the above-referenced Declaration of Condominium to add as an Exhibit to such Declaration of Condominium, the Surveyor's Certificate of Substantial Completion for Building 2, which is attached hereto and incorporated herein by reference.

Executed this 18th day of September, 2007.

Page III, LLC, an Indiana limited liability company,
by its managing Member: Page Real Estate
Development, LLC, an Indiana limited liability
company, by its co-managers

Catherine Smith

Print Name: CATHERINE Smith

Joseph Aker

Print Name: Joseph Aker

State of Indiana
County of Marion

By: Paul J. Page
Paul J. Page,
It's Co-Manager

By: Paul M. Pittman
Paul M. Pittman,
It's Co-Manager

The foregoing instrument was acknowledged before me this 18th day of September, 2007, by Peter J Page and Paul M Pittman, as Co-Managing Members of Page Real Estate Development, LLC, an Indiana limited liability company, the Managing Member of Page III, LLC, an Indiana limited liability company, the company named in the foregoing instrument, with due authority on behalf of said company and are personally known to me and who did not take an oath.



Connie Eisenback
Notary Public
Notary Printed Name: Connie S. Eisenback

My Commission Expires: 10/12/08

Prepared by:
Page III, LLC
333 East Ohio Street, Suite 200
Indianapolis, IN 46204

Return To:
Tropical Title Ins. Agency, Inc.
660 9th St. North, Suite 3
Naples, Florida 34102



BOULDER POINTE CONDOMINIUMS

BOULDER POINTE CONDOMINIUMS SURVEY CERTIFICATION

I hereby certify pursuant to Section 718.104(4)(E) F.S., as amended, that the construction of Building Two, Unit 101, Boulder Pointe Condominiums, as depicted on the attached exhibits is substantially complete: so that such material together with the provisions of the Declaration of Condominium of Boulder Pointe Condominiums, describing the condominium property is an accurate representation of the locations and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each home can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, landscaping, utility services, access to each unit and common element facilities serving Unit 101, are substantially completed.


Leland Clayton Gates, III
Professional Surveyor and Mapper
Florida Registration No. 5710

Date signed: _____

SEP 10 2007

S:\20030000\20034251\Condominium Documents\Final Condo Docs Bldg 2\20034251 bldg 2 unit 101.dwg (SHEET 1) ddb Sep 10, 2007 -- 11:32am

JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

UNIT 101 SURVEY CERTIFICATION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
09/04/07	20034251	-	NO SCALE	1 OF 9

BOULDER POINTE CONDOMINIUMS

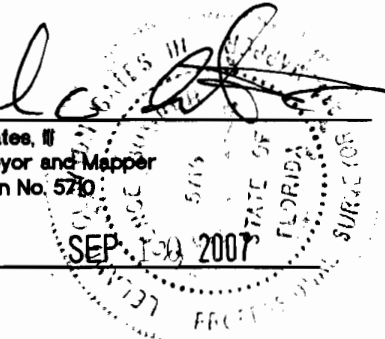
BOULDER POINTE CONDOMINIUMS SURVEY CERTIFICATION

I hereby certify pursuant to Section 718.104(4)(E) F.S., as amended, that the construction of Building Two, Unit 102, Boulder Pointe Condominiums, as depicted on the attached exhibits is substantially complete: so that such material together with the provisions of the Declaration of Condominium of Boulder Pointe Condominiums, describing the condominium property is an accurate representation of the locations and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each home can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, landscaping, utility services, access to each unit and common element facilities serving Unit 102, are substantially completed.


Leland Clayton Gates, III
Professional Surveyor and Mapper
Florida Registration No. 5710

Date signed: _____



S:\20030000\20034251\Condominium Documents\Final Condo Docs Bldg 2\20034251 bldg 2 unit 102.dwg (SHEET 1) ddb Sep 10, 2007 - 11:32am

JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

UNIT 102 SURVEY CERTIFICATION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
09/04/07	20034251	-	NO SCALE	1 OF 9

BOULDER POINTE CONDOMINIUMS

BOULDER POINTE CONDOMINIUMS SURVEY CERTIFICATION

I hereby certify pursuant to Section 718.104(4)(E)F.S., as amended, that the construction of Building Two, Unit 201, Boulder Pointe Condominiums, as depicted on the attached exhibits is substantially complete; so that such material together with the provisions of the Declaration of Condominium of Boulder Pointe Condominiums, describing the condominium property is an accurate representation of the locations and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each home can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, landscaping, utility services, access to each unit and common element facilities serving Unit 201, are substantially completed.


Leland Clayton Gates, III
Professional Surveyor and Mapper
Florida Registration No. 5710

Date signed: SEP 10 2007

S:\20030000\20034251\Condominium Documents\Final Condo Docs Bldg 2\20034251 bldg 2 unit 201.dwg (SHEET 1) ddb Sep 10, 2007 - 11:33am

JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B #642 & L.B. #642

UNIT 201 SURVEY CERTIFICATION

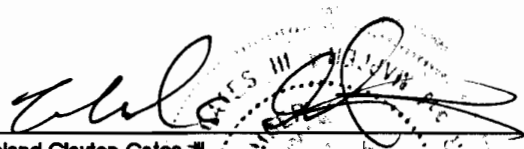
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	NO SCALE	1 OF 9

BOULDER POINTE CONDOMINIUMS

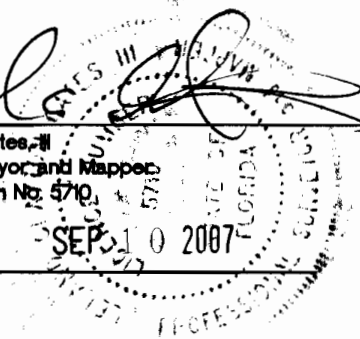
BOULDER POINTE CONDOMINIUMS SURVEY CERTIFICATION

I hereby certify pursuant to Section 718.104(4)(E)F.S., as amended, that the construction of Building Two, Unit 202, Boulder Pointe Condominiums, as depicted on the attached exhibits is substantially complete; so that such material together with the provisions of the Declaration of Condominium of Boulder Pointe Condominiums, describing the condominium property is an accurate representation of the locations and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each home can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, landscaping, utility services, access to each unit and common element facilities serving Unit 202, are substantially completed.


Leland Clayton Gates, III
Professional Surveyor and Mapper
Florida Registration No. 5710

Date signed: _____



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JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

UNIT 202 SURVEY CERTIFICATION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	NO SCALE	1 OF 9

BOULDER POINTE CONDOMINIUMS

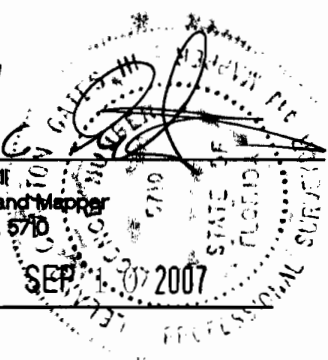
BOULDER POINTE CONDOMINIUMS SURVEY CERTIFICATION

I hereby certify pursuant to Section 718.104(4)(E) F.S., as amended, that the construction of Building Two, Unit 301, Boulder Pointe Condominiums, as depicted on the attached exhibits is substantially complete; so that such material together with the provisions of the Declaration of Condominium of Boulder Pointe Condominiums, describing the condominium property is an accurate representation of the locations and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each home can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, landscaping, utility services, access to each unit and common element facilities serving Unit 301, are substantially completed.


Leland Clayton Gates, III
Professional Surveyor and Mapper
Florida Registration No. 5710

Date signed: _____



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JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

UNIT 301 SURVEY CERTIFICATION

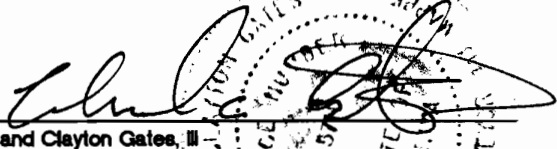
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	NO SCALE	1 OF 9

BOULDER POINTE CONDOMINIUMS

BOULDER POINTE CONDOMINIUMS SURVEY CERTIFICATION

I hereby certify pursuant to Section 718.104(4)(E) F.S., as amended, that the construction of Building Two, Unit 302, Boulder Pointe Condominiums, as depicted on the attached exhibits is substantially complete; so that such material together with the provisions of the Declaration of Condominium of Boulder Pointe Condominiums, describing the condominium property is an accurate representation of the locations and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each home can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, landscaping, utility services, access to each unit and common element facilities serving Unit 302, are substantially completed.


Leland Clayton Gates, III
Professional Surveyor and Mapper
Florida Registration No. 5710

Date signed: _____

SEP 10 2007

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JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

UNIT 302 SURVEY CERTIFICATION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	NO SCALE	1 OF 9

BOULDER POINTE CONDOMINIUMS

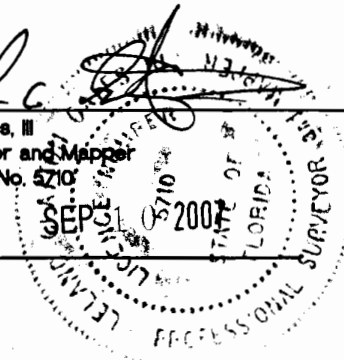
BOULDER POINTE CONDOMINIUMS SURVEY CERTIFICATION

I hereby certify pursuant to Section 718.104(4)(E)F.S., as amended, that the construction of Building Two, Unit 401, Boulder Pointe Condominiums, as depicted on the attached exhibits is substantially complete: so that such material together with the provisions of the Declaration of Condominium of Boulder Pointe Condominiums, describing the condominium property is an accurate representation of the locations and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each home can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, landscaping, utility services, access to each unit and common element facilities serving Unit 401, are substantially completed.


Leland Clayton Gates, III
Professional Surveyor and Mapper
Florida Registration No. 5710

Date signed: _____



S:\20030000\20034251\Condominium Documents\Final Condo Docs Bldg 2\20034251 bldg 2 unit 401.dwg (SHEET 1) ddb Sep 10, 2007 - 11:35am

JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

UNIT 401 SURVEY CERTIFICATION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	NO SCALE	1 OF 9

BOULDER POINTE CONDOMINIUMS

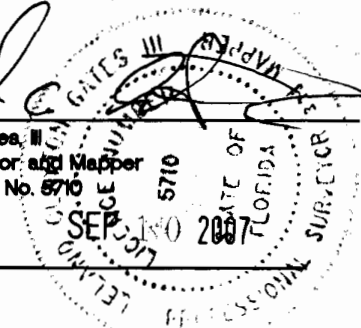
BOULDER POINTE CONDOMINIUMS SURVEY CERTIFICATION

I hereby certify pursuant to Section 718.104(4)(E) F.S., as amended, that the construction of Building Two, Unit 402, Boulder Pointe Condominiums, as depicted on the attached exhibits is substantially complete; so that such material together with the provisions of the Declaration of Condominium of Boulder Pointe Condominiums, describing the condominium property is an accurate representation of the locations and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each home can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, landscaping, utility services, access to each unit and common element facilities serving Unit 402, are substantially completed.


 Leland Clayton Gates, III
 Professional Surveyor and Mapper
 Florida Registration No. 5710

Date signed: _____



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JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
 PORT CHARLOTTE, FL 33948
 PHONE (941) 625-9919
 FAX (941) 625-3269
 E.B. #642 & L.B. #642

UNIT 402 SURVEY CERTIFICATION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	NO SCALE	1 OF 9

BOULDER POINTE CONDOMINIUMS

PROPERTY DESCRIPTION: PROVIDED BY CLIENT

LOTS 1 AND 2, ACCORDING TO THE PLAT OF "DEAN'S SUBDIVISION", AS RECORDED IN PLAT BOOK 17, PAGES 43A THROUGH 43B OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

ALSO AND TOGETHER WITH: THE SOUTH 100 FEET OF THE NORTH 636.25 FEET OF THAT PART OF SECTION 2, TOWNSHIP 41 SOUTH, RANGE 19 EAST, LYING WEST OF EXISTING PAVED COUNTY ROAD SUBJECT TO THE RIGHT-OF-WAY CONVEYED FOR ROAD PURPOSES BY DEED RECORDED IN DEED BOOK 37, PAGE 254, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, ALSO THE SOUTH 100 FEET OF THE NORTH 636.25 FEET OF SAID SECTION 2, LYING WEST OF SAID EXISTING PAVED COUNTY ROAD AND EAST OF THE ROAD RIGHT-OF-WAY CONVEYED BY SAID DEED RECORDED IN DEED BOOK 37, PAGE 254, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA. ALSO DESCRIBED AS: BEGIN AT A POINT ON THE WEST BOUNDARY OF A 66 FOOT EXISTING HIGHWAY RIGHT-OF-WAY 536.25 FEET DIRECTLY SOUTH OF THE NORTH BOUNDARY LINE OF SECTION 2, TOWNSHIP 41 SOUTH, RANGE 19 EAST, RUNNING THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID HIGHWAY RIGHT-OF-WAY TO A POINT 636.25 FEET DUE SOUTH OF THE NORTH BOUNDARY OF SAID SECTION LINE; THENCE WEST TO THE MEAN HIGH WATER MARK OF THE WATERS OF THE GULF OF MEXICO TO A POINT 636.25 FEET DUE SOUTH OF THE NORTH BOUNDARY LINE OF SAID SECTION; THENCE NORTHWEST ALONG MEAN HIGH WATER MARK OF THE GULF OF MEXICO TO A POINT 536.25 FEET DUE SOUTH OF THE NORTH BOUNDARY LINE OF SAID SECTION; THENCE EAST TO THE WEST LINE OF SAID ROAD RIGHT-OF-WAY TO THE POINT OF BEGINNING. ALL OF SAID LAND BEING WITH A PART OF SECTION 2, TOWNSHIP 41 SOUTH, RANGE 19 EAST, CHARLOTTE COUNTY FLORIDA. (NOT INCLUDED IN SURVEY) TOGETHER WITH AN EXCLUSIVE WALKING EASEMENT OVER AND ACROSS THE NORTH 3 FEET OF THE SOUTH 100 FEET OF THE NORTH 636.25 FEET OF THAT PART OF SECTION 2, TOWNSHIP 41 SOUTH, RANGE 19 EAST, LYING EAST OF EXISTING PAVED COUNTY ROAD.

INGRESS/EGRESS EASEMENT
BOULDER POINTE CONDOMINIUMS
SECTION 2, TOWNSHIP 41 SOUTH, RANGE 19 EAST
CHARLOTTE COUNTY, FLORIDA

A PARCEL OR TRACT OF LAND LYING IN SECTION 2, TOWNSHIP
41 SOUTH, RANGE 19 EAST, CHARLOTTE COUNTY, FLORIDA, WHICH
TRACT OR PARCEL IS DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER LOT 2, DEAN'S SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 17, PAGE 43A THROUGH 43B, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, THENCE S 26°31'49" E ALONG THE NORTHEASTERLY LINE OF SAID LOT 2 SAID LINE ALSO BEING THE SOUTHERLY RIGHT-OF-WAY FOR BEACH ROAD FOR 92.71 FEET TO THE POINT OF BEGINNING FOR SAID INGRESS/EGRESS EASEMENT. FROM SAID POINT OF BEGINNING RUN S 26°31'49" E ALONG SAID SOUTHERLY RIGHT-OF-WAY FOR 56.34 FEET TO A POINT OF CURVATURE; THENCE LEAVING SAID RIGHT-OF-WAY RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 35.00 FEET (CHORD BEARING N 83°52'47" W, CHORD 7.06, DELTA 11°34'34") FOR 7.07 FEET; THENCE N 89°40'04" W FOR 146.27 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 10.00 FEET (CHORD BEARING S 45°19'56" W, CHORD 14.14, DELTA 90°00'00") FOR 15.71 FEET; THENCE S 00°19'56" W FOR 4.00 FEET; TO AN INTERSECTION WITH THE NORTHERLY FACE OF PROPOSED BUILDING THREE N 89°40'04" W ALONG SAID NORTHERLY FACE FOR 48.00 FEET; THENCE N 00°19'56" E LEAVING SAID NORTHERLY FACE FOR 4.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 10.00 FEET (CHORD BEARING N 44°40'04" W, CHORD 14.14, DELTA 90°00'00") FOR 15.71 FEET; THENCE N 89°40'04" W FOR 8.16 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 13.00 FEET (CHORD BEARING S 45°19'56" W, CHORD 18.38, DELTA 90°00'00") FOR 20.42 FEET; THENCE S 00°19'56" W FOR 39.13 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT OF RADIUS 15.00 FEET (CHORD BEARING S 45°19'56" W, CHORD 21.21 FEET, DELTA 90°00'00") FOR 23.56 FEET; THENCE N 89°40'04" W FOR 23.96 FEET TO AN INTERSECTION WITH THE EASTERLY FACE OF PROPOSED BUILDING TWO; THENCE CONTINUE ALONG SAID EASTERLY FACE THE FOLLOWING FIVE COURSES AND DISTANCES N 00°19'56" W FOR 17.28 FEET; S 89°40'04" E FOR 8.96 FEET; N 00°19'56" E FOR 16.87 FEET; N 89°40'04" W FOR 8.96 FEET; N 00°19'56" E FOR 17.27 FEET; THENCE S 89°40'04" E LEAVING SAID EASTERLY FACE FOR 6.96 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 8.00 FEET (CHORD BEARING N 45°19'56" E, CHORD 11.31 FEET, DELTA 90°00'00") FOR 12.57 FEET; THENCE N 00°19'56" E FOR 10.11 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 8.00 FEET (CHORD BEARING N 25°12'52" W, CHORD 6.90 FEET, DELTA 51°05'35") FOR 7.13 FEET; THENCE N 50°45'40" W FOR 10.39 FEET; THENCE N 61°36'27" W FOR 50.17 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 3.00 FEET (CHORD BEARING N 75°39'53" W, CHORD 1.46 FEET, DELTA 28°06'52") FOR 1.47 FEET; THENCE N 89°43'18" W FOR 30.12 FEET TO AN INTERSECTION WITH THE EASTERLY FACE OF PROPOSED BUILDING ONE THENCE CONTINUE ALONG THE EASTERLY FACE THE FOLLOWING 5 COURSES AND DISTANCES N 00°16'42" E FOR 19.78 FEET; S 89°43'18" E FOR 8.96 FEET; N 00°16'42" E FOR 16.88 FEET; N 89°43'18" W FOR 8.96 FEET; N 00°16'42" E FOR 19.77 FEET; THENCE S 89°43'18" E LEAVING SAID EASTERLY FACE FOR 24.39 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT OF RADIUS 100.00 FEET (CHORD BEARING S 55°58'18" E, CHORD 111.11 FEET, DELTA 67°30'01") FOR 117.81 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 8.00 FEET (CHORD BEARING S 55°56'41" E, CHORD 8.88, DELTA 67°26'47") FOR 9.42 FEET; THENCE S 89°40'04" E FOR 171.89 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 35.00 FEET (CHORD BEARING N 57°31'43" E, CHORD 37.92, DELTA 65°36'25") FOR 40.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 16,772.70 SQUARE FEET MORE OR LESS.

BEARINGS ARE ASSUMED AND BASED ON THE SOUTHERLY RIGHT-OF-WAY OF BEACH ROAD AS BEING S 26°31'49" E.

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E.B. #642 & L.B. #642

LEGAL DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	NO SCALE	2 OF 9

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BOULDER POINTE CONDOMINIUMS

SURVEY NOTES

I. DESCRIPTION OF UNITS

Each unit shall consists of that part of the building containing such unit which lies within the boundaries of the unit, which boundaries are as follows:

A. UPPER BOUNDARIES

1. The upper boundary of the units shall be the horizontal plane of the lowest surface of the unfinished ceiling slab of the unit and the horizontal plane of the unfinished horizontal plane of the lowest surface of the unfinished lanai ceiling slab extended to an intersection with the perimetrical boundaries.

2. The upper boundary of the units shall be the sloped and horizontal planes of the unfinished ceiling extended to an intersection with each other and with the perimetrical boundaries.

3. The upper boundary of the portion of the units comprising the lanai shall be the plane of the lowest surface of the unfinished lanai ceiling.

B. LOWER BOUNDARIES

The lower boundary of all units shall be the horizontal plane of the unfinished floor slab of that unit and the horizontal plane of the unfinished lanai slab extended to an intersection with the perimetrical boundaries.

C. PERIMETRICAL BOUNDARIES

The perimetrical boundaries of a unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

1. Exterior Building Walls

The intersecting vertical plane(s) of the innermost unfinished surfaces of the exterior wall of the building bounding such unit and as to the lanai which is part of a unit, such boundaries shall be the intersecting vertical planes which include all of such structures.

2. Interior Building Walls

The vertical planes of the innermost unfinished surface of the party walls dividing such units extended to intersections with other perimetrical boundaries.

D. APERTURES

Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries shall be extended to include the interior, unfinished surfaces of such apertures, including all frameworks thereof, exterior surfaces made of glass or other transparent materials, exterior doors of any type, including the locks, hinges and other hardware thereof, and all framings and casings thereof shall be included in the boundaries of the unit.

E. AIR CONDITIONING UNITS

The boundaries of each unit shall also be deemed to include all integral parts of the air conditioning unit located within the unit.

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SURVEY NOTES

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	12-41-19	NO SCALE	3 OF 9

BOULDER POINTE CONDOMINIUMS

SURVEY NOTES:

F. EXCLUDED FROM UNITS

The unit shall not be deemed to include utility services which may be contained within the boundaries of the unit, but which are utilized to serve Common Elements and/or a unit or units other than or in addition to the unit within which contained. Such utility services are not Common Elements, but may be the maintenance responsibility of the Association. The unit shall not be deemed to include columns or partitions contributing to the support of the building. Such columns or partitions are part of the Common Elements.

II. DESCRIPTION OF COMMON ELEMENTS

A. All land and all portions of the Condominium Property not within a unit or units are parts of the Common Elements.

B. All bearing walls to the unfinished surface of said walls located within a unit and all columns or partitions contributing to support of the Building constitute parts of the Common Elements.

C. The Common Elements are subject to certain easements set forth in Article 12 of the Declaration of Condominium.

D. Each entrance area, entrance court and driveway so designated on the Survey is a Limited Common Element reserved for the use of the Owner of the unit adjacent thereto or as otherwise indicated on the Survey.

E. Each A/C land so designated on the Survey is a Limited Common Element reserved for the use of the Home adjacent thereto or as otherwise indicated on the Survey.

F. The definitions set forth in the Declaration of Condominium are incorporated herein.

III. BEARINGS BASIS

Bearings based upon the Westerly right-of-way line of Beach Road as being S26°31'49"E.

IV. ELEVATIONS

Elevations shown hereon are based upon NGVD 1929.

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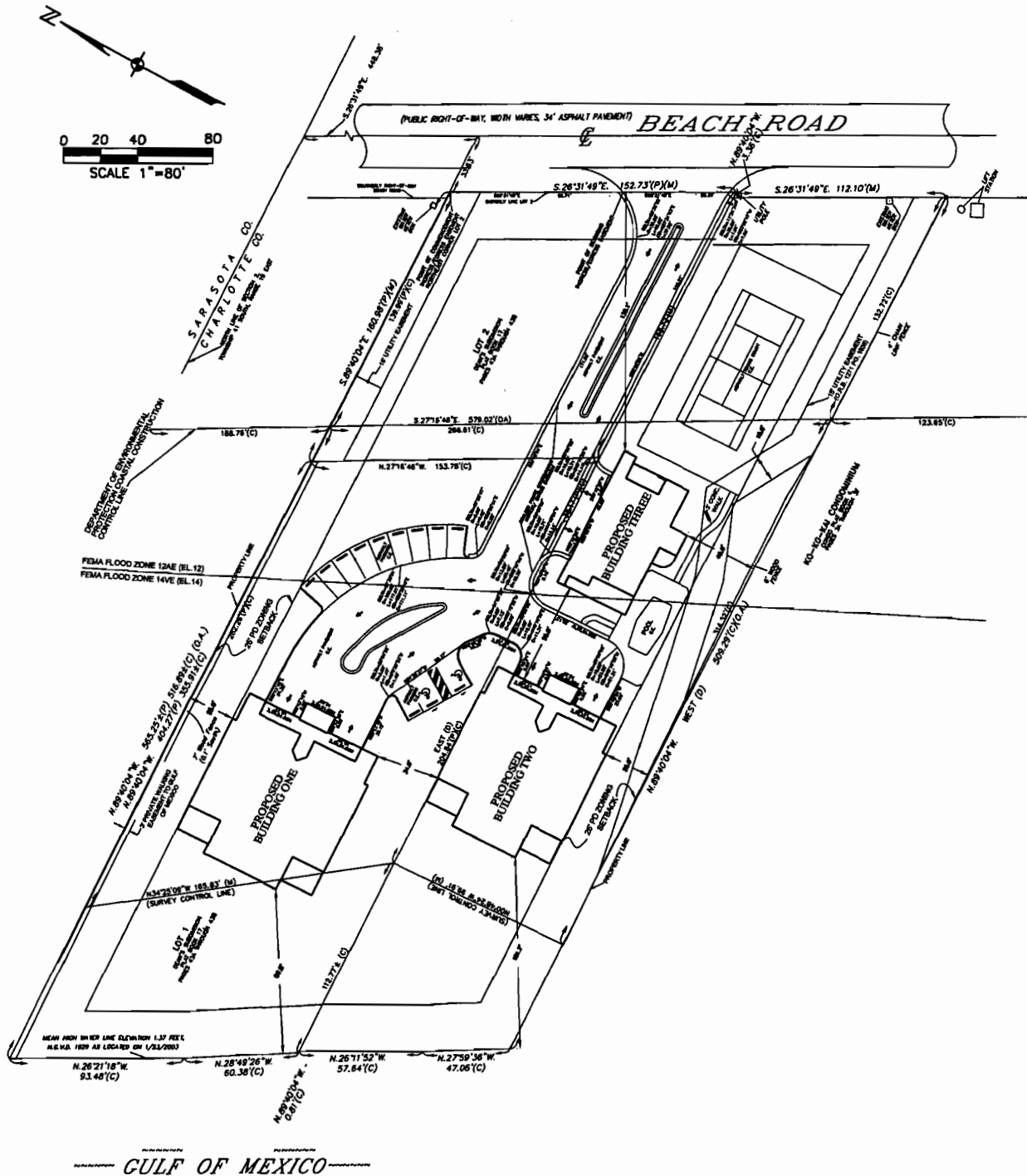
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SURVEY NOTES

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
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BOULDER POINTE CONDOMINIUMS



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SITE PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=80'	5 OF 9

PARKING GARAGE

Dimensions:

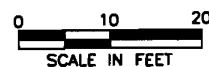
- Overall Width: 75.00'
- Overall Depth: 95.92'
- Top Section Widths: 16.04', 42.92', 16.04'
- Left Section Depths: 5.25', 14.00', 60.08', 16.58'
- Right Section Depths: 5.25', 14.00', 60.08', 16.58'
- Bottom Section Widths: 1.41', 10.34', 17.34', 16.83', 17.33', 10.34', 1.41'
- Bottom Section Depths: 8.50', 8.96'

Rooms and Features:

- Stalls:** A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z.
- Stairs:** STAIRS C.E. (UP) at bottom left and bottom right.
- Equipment Rooms:** ELECTRIC EQUIPMENT C.E., ELEVATOR EQUIPMENT C.E., TRASH C.E.

CE	DENOTES A COMMON ELEMENT
6	DENOTES A PARKING SPACE NUMBER
A	DENOTES A STORAGE SPACE

**GROUND FLOOR
ELEVATION-10.86**



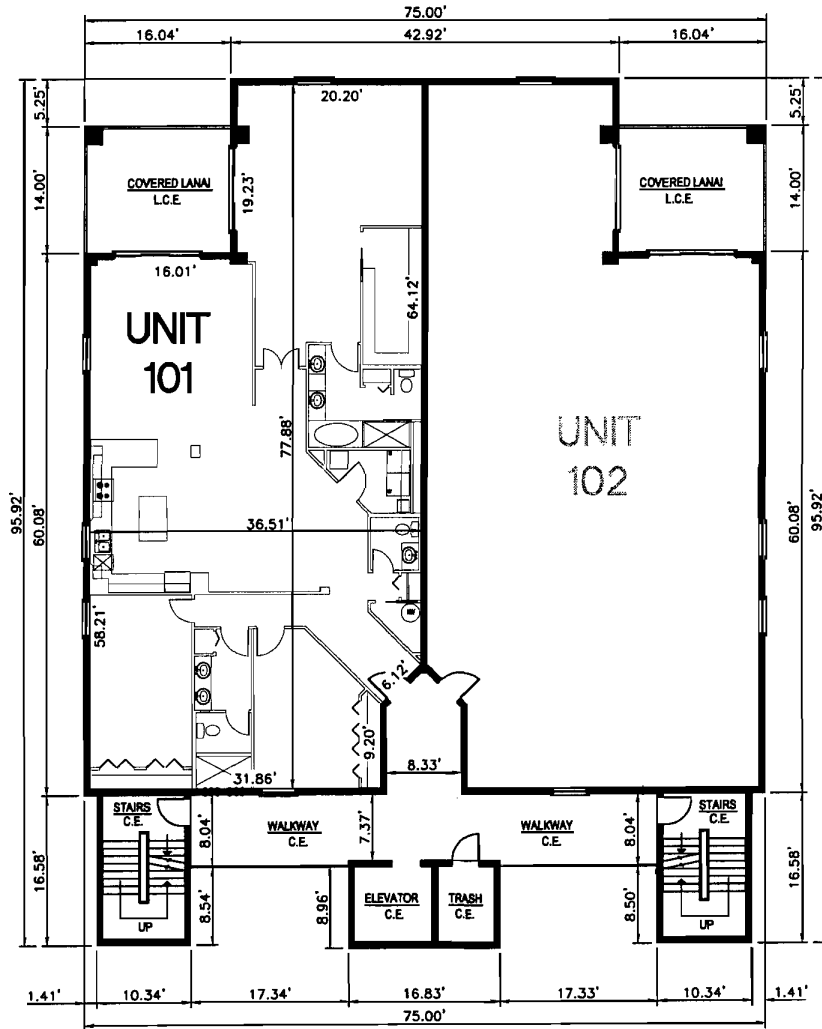
1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. DIMENSIONS AS SHOWN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.



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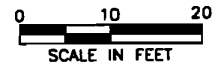
DATE 07/20/07	PROJECT NO. 20034251	FILE NO. -	SCALE 1"=20'	SHEET 6 OF 9
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BOULDER POINTE CONDOMINIUMS



UNIT 101 FIRST FLOOR

C.E. DENOTES A COMMON ELEMENT
L.C.E. DENOTES A LIMITED COMMON ELEMENT



FINISH FLOOR
ELEVATION = 21.48

FINISH CEILING
ELEVATION = 29.18

SURVEYORS NOTES:

1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. DIMENSIONS AS SHOWN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

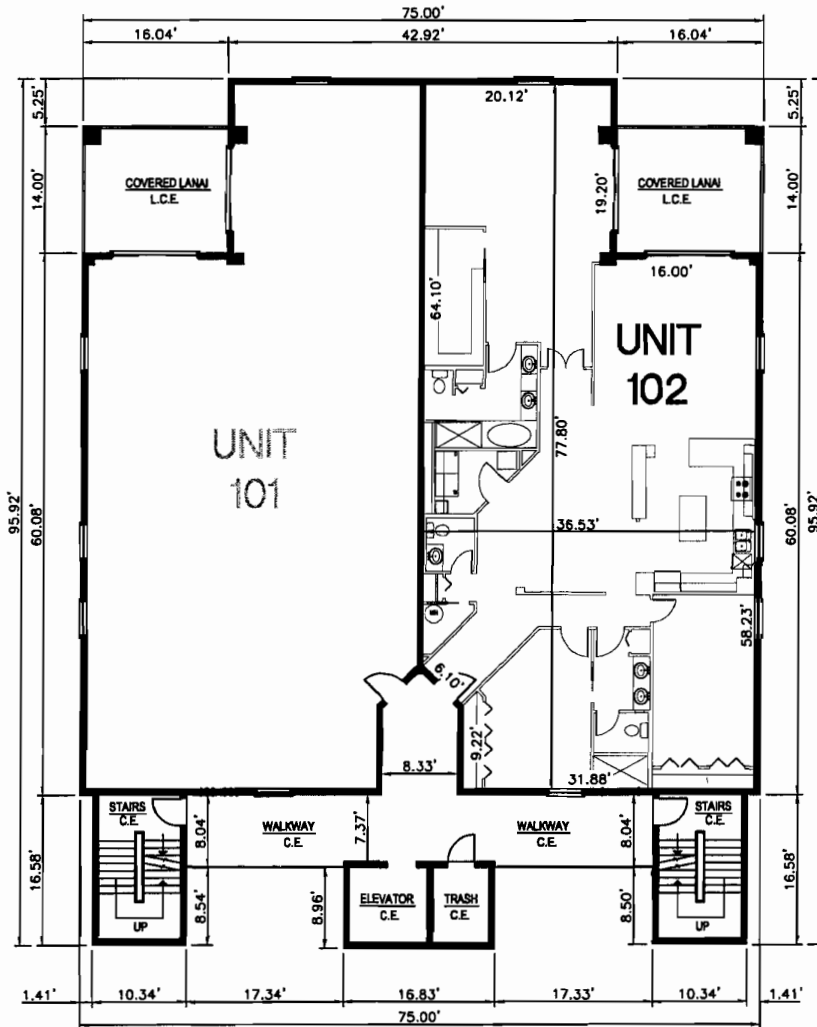
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UNIT 101 FLOOR PLAN

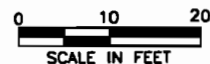
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
09/04/07	20034251	-	1"=20'	7 OF 9

BOULDER POINTE CONDOMINIUMS



UNIT 102 FIRST FLOOR

C.E. DENOTES A COMMON ELEMENT
L.C.E. DENOTES A LIMITED COMMON ELEMENT



FINISH FLOOR
ELEVATION = 21.48

FINISH CEILING
ELEVATION = 29.18

SURVEYORS NOTES:

1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. DIMENSIONS AS SHOWN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

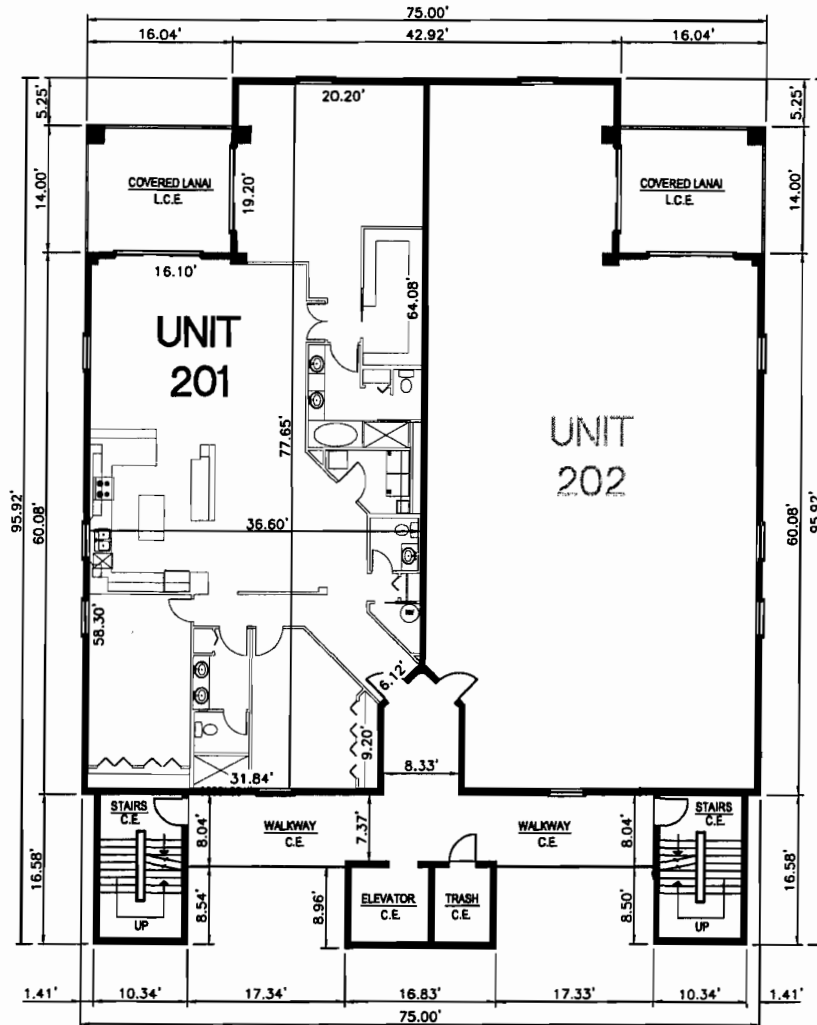
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E.B. #642 & L.B. #642

UNIT 102 FLOOR PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
09/04/07	20034251	-	1"=20'	7 OF 9

BOULDER POINTE CONDOMINIUMS



UNIT 201 SECOND FLOOR

C.E. DENOTES A COMMON ELEMENT
L.C.E. DENOTES A LIMITED COMMON ELEMENT

FINISH FLOOR
ELEVATION = 30.16

FINISH CEILING
ELEVATION = 37.92

0 10 20
SCALE IN FEET

SURVEYORS NOTES:

1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. DIMENSIONS AS SHOWN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

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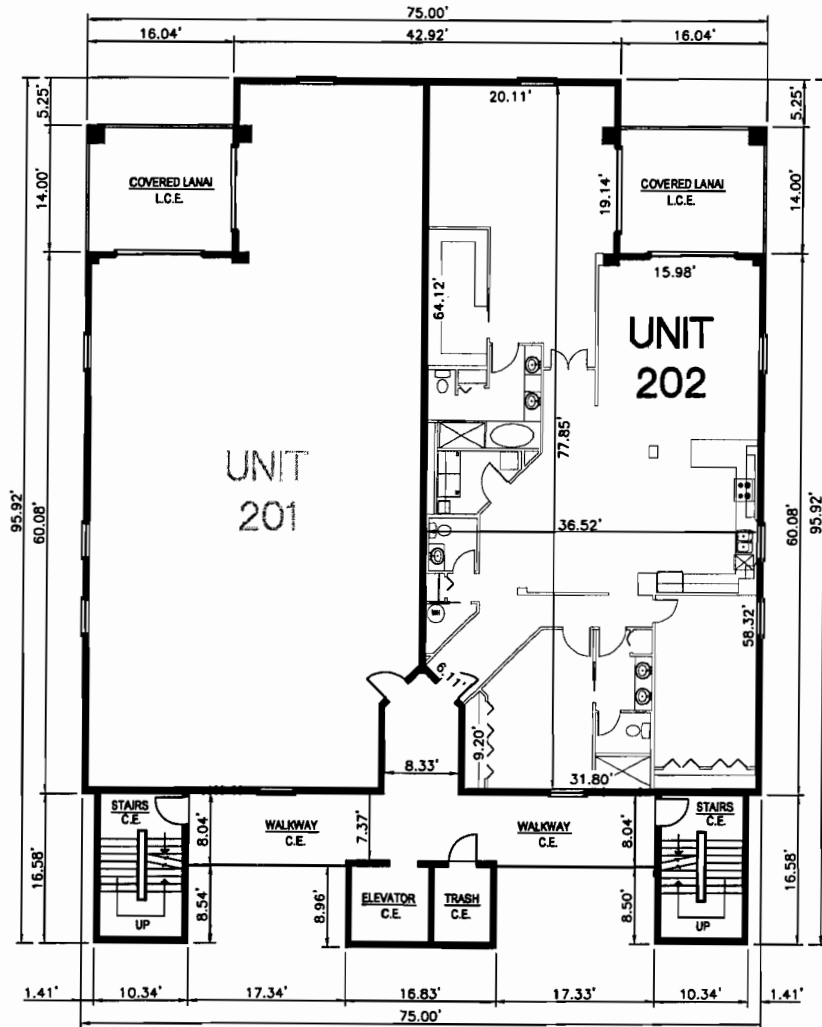
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UNIT 201 FLOOR PLAN

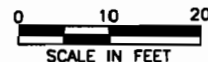
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BOULDER POINTE CONDOMINIUMS



UNIT 202 SECOND FLOOR



C.E. DENOTES A COMMON ELEMENT.
L.C.E. DENOTES A LIMITED COMMON ELEMENT

FINISH FLOOR
ELEVATION = 30.16

FINISH CEILING
ELEVATION = 37.92

SURVEYORS NOTES:

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2. DIMENSIONS AS SHOWN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

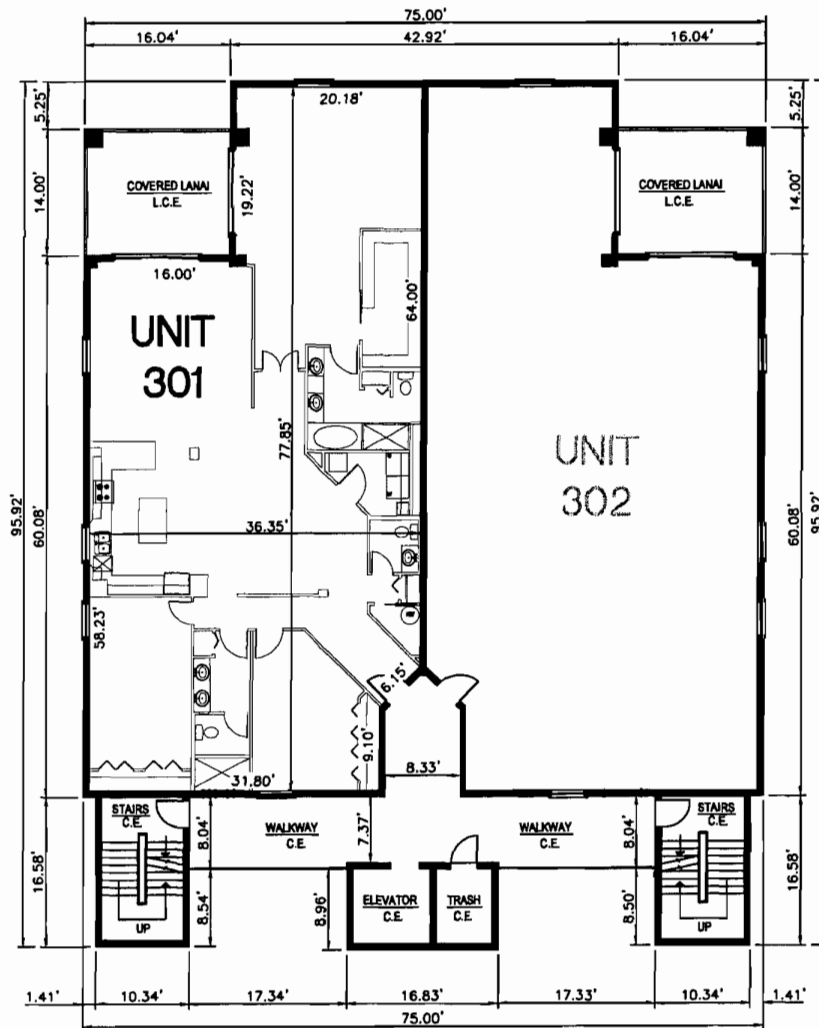
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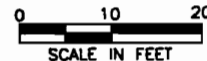
UNIT 202 FLOOR PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=20'	7 OF 9

BOULDER POINTE CONDOMINIUMS



UNIT 301 THIRD FLOOR



FINISH FLOOR
ELEVATION = 38.81

FINISH CEILING
ELEVATION = 46.51

SURVEYORS NOTES:

1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. DIMENSIONS AS SHOWN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

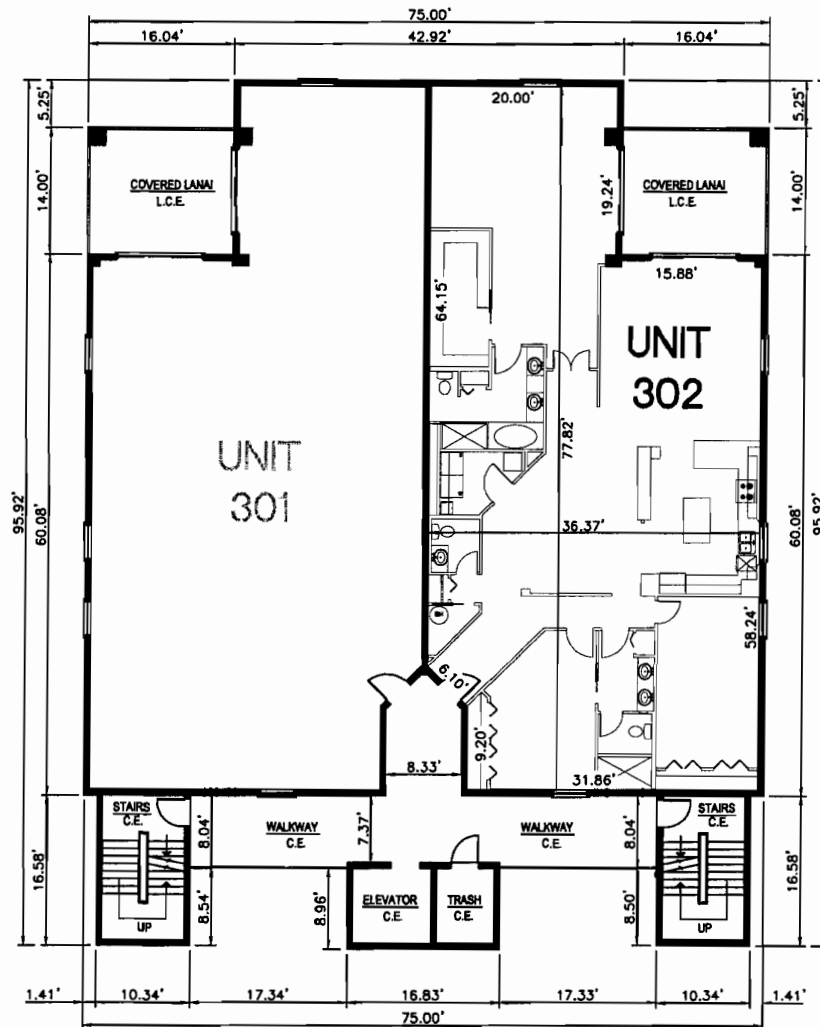
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UNIT 301 FLOOR PLAN

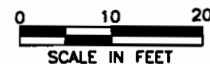
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=20'	7 OF 9

BOULDER POINTE CONDOMINIUMS



UNIT 302 THIRD FLOOR

C.E. DENOTES A COMMON ELEMENT
L.C.E. DENOTES A LIMITED COMMON ELEMENT



FINISH FLOOR
ELEVATION = 38.81

FINISH CEILING
ELEVATION = 46.51

SURVEYORS NOTES:

1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. DIMENSIONS AS SHOWN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

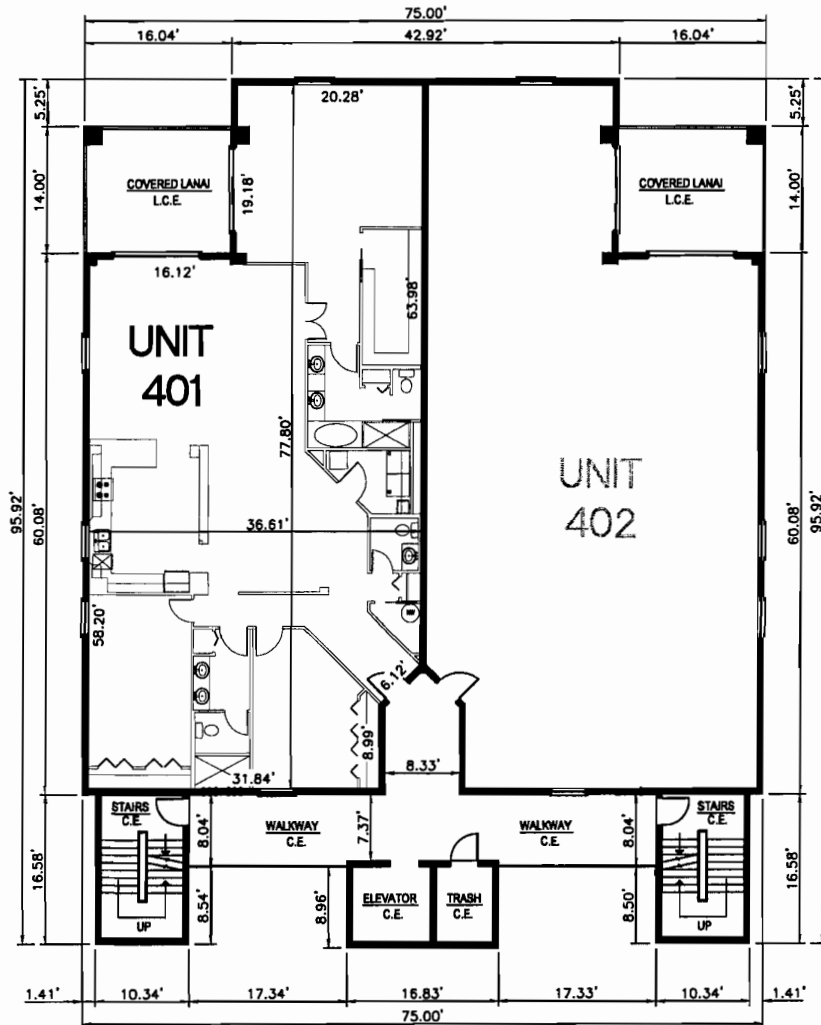
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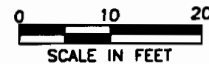
UNIT 302 FLOOR PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=20'	7 OF 9

BOULDER POINTE CONDOMINIUMS



UNIT 401 FOURTH FLOOR



C.E. DENOTES A COMMON ELEMENT
L.C.E. DENOTES A LIMITED COMMON ELEMENT

FINISH FLOOR
ELEVATION = 45.51

FINISH CEILING
ELEVATION = 53.47

SURVEYORS NOTES:

1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. DIMENSIONS AS SHOWN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

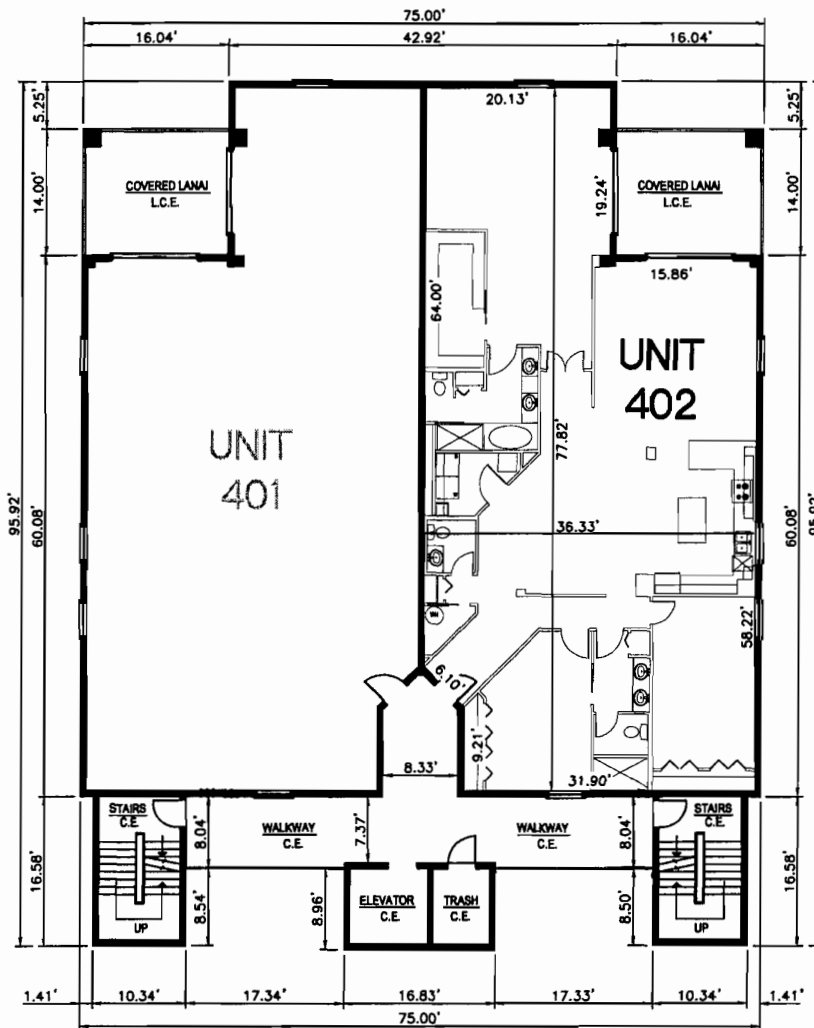
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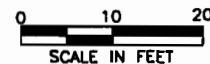
UNIT 401 FLOOR PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=20'	7 OF 9

BOULDER POINTE CONDOMINIUMS



UNIT 402 FOURTH FLOOR



C.E. DENOTES A COMMON ELEMENT
L.C.E. DENOTES A LIMITED COMMON ELEMENT

FINISH FLOOR
ELEVATION = 45.51

FINISH CEILING
ELEVATION = 53.47

SURVEYORS NOTES:

1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. DIMENSIONS AS SHOWN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

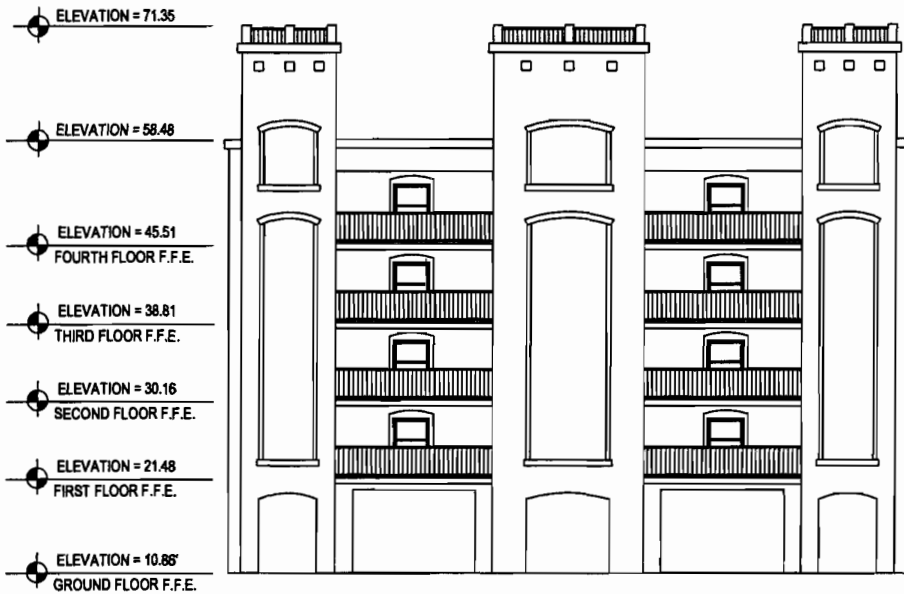
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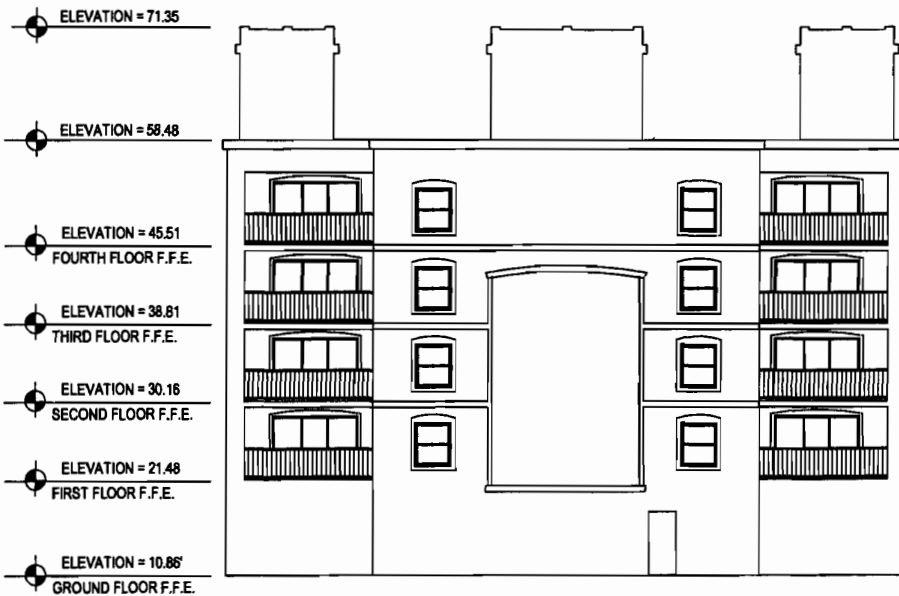
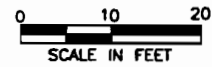
UNIT 402 FLOOR PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=20'	7 OF 9

BOULDER POINTE CONDOMINIUMS



FRONT ELEVATION



REAR ELEVATION

JOHNSON
ENGINEERING

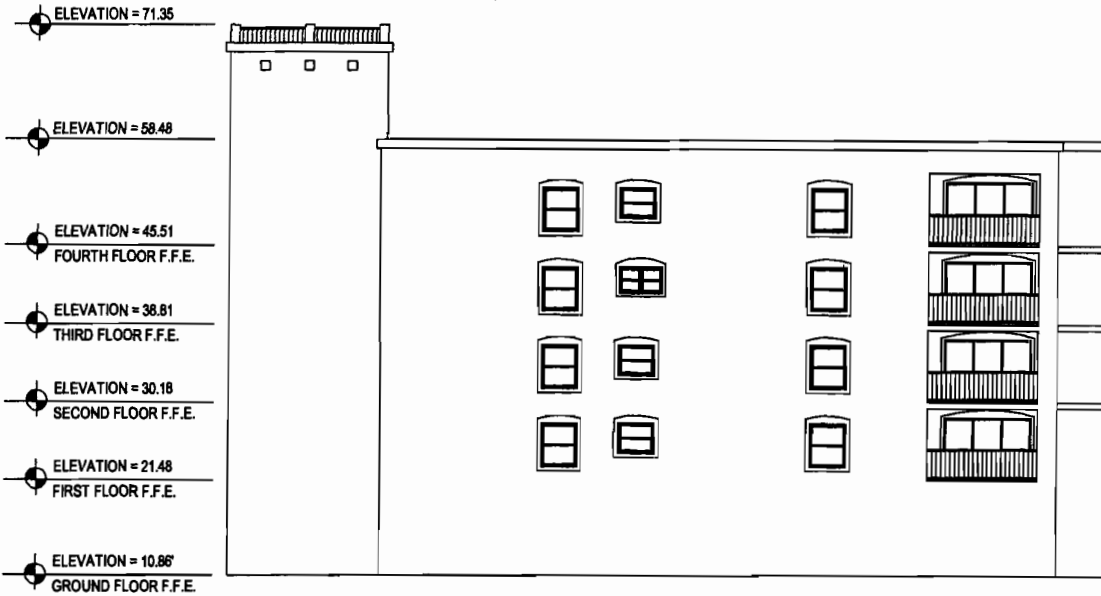
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EXTERIOR ELEVATIONS

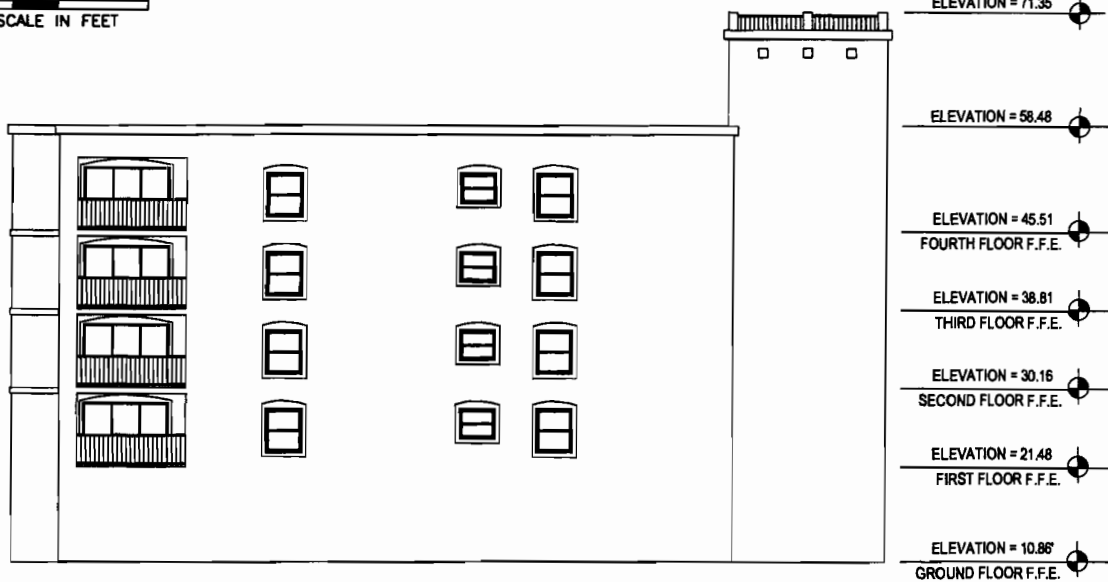
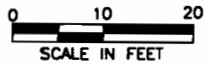
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=20'	8 OF 9

S:\20030000\20034251\Condominium Documents\Final Condo Docs Bldg 2\20034251 bldg 2 sheets 2-3-4-5-6-8-9.dwg (SHEET 8) ddb Sep 10, 2007 - 11:59am

BOULDER POINTE CONDOMINIUMS



RIGHT ELEVATION



LEFT ELEVATION

JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

EXTERIOR ELEVATIONS

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1" = 20'	9 OF 9

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**3rd AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
BOULDER POINTE CONDOMINIUM
ADDING SURVEYOR'S CERTIFICATE OF SUBSTANTIAL COMPLETION FOR
BUILDING 3**

Page III, LLC, an Indiana limited liability company, pursuant to authority reserved in the Declaration of Condominium for Boulder Pointe Condominium, which declaration is recorded at Official Records Book 2862, Page 600, et seq., of the Public Records of Charlotte County, Florida, and pursuant to authority set forth in Chapter 718, Florida Statutes, does hereby amend the above-referenced Declaration of Condominium to add as an Exhibit to such Declaration of Condominium, the Surveyor's Certificate of Substantial Completion for Building 3, which is attached hereto and incorporated herein by reference.

Executed this 13th day of November, 2007.

Page III, LLC, an Indiana limited liability company,
by its managing Member: Page Real Estate
Development, LLC, an Indiana limited liability
company, by its co-managers

Karol K. Knoch

Print Name: KAROL KNOCH

Simone Phillips

Print Name: SIMONE PHILLIPS

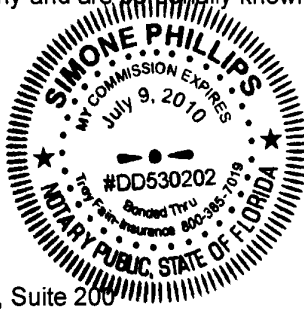
By: Paul J. Page

Paul J Page,
It's Co-Manager

State of Florida
County of Collier

The foregoing instrument was acknowledged before me this 13th day of November, 2007, by Peter J Page and Paul M Pittman, as Co-Managing Members of Page Real Estate Development, LLC, an Indiana limited liability company, the Managing Member of Page III, LLC, an Indiana limited liability company, the company named in the foregoing instrument, with due authority on behalf of said company and are personally known to me and who did not take an oath.

seal



Prepared by:
Page III, LLC
333 East Ohio Street, Suite 200
Indianapolis, IN 46204

Simone Phillips

Notary Public

Notary Printed Name: _____

My Commission Expires: _____

Tropical Title
660 9th Street N
Ste 3
Naples, FL 34102



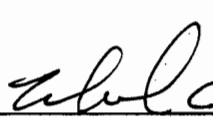
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BOULDER POINTE CONDOMINIUMS

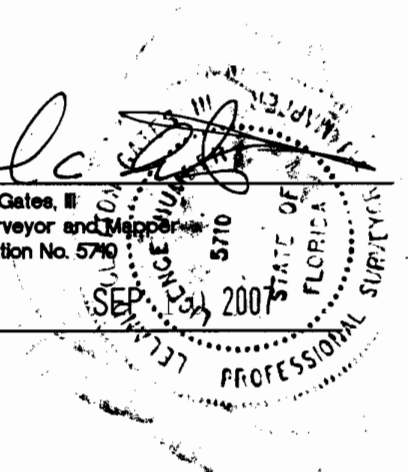
BOULDER POINTE CONDOMINIUMS SURVEY CERTIFICATION

I hereby certify pursuant to Section 718.104(4)(E) F.S., as amended, that the construction of Building Three, Unit 101, Boulder Pointe Condominiums, as depicted on the attached exhibits is substantially complete: so that such material together with the provisions of the Declaration of Condominium of Boulder Pointe Condominiums, describing the condominium property is an accurate representation of the locations and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each home can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, landscaping, utility services, access to each unit and common element facilities serving Unit 101, are substantially completed.


Leland Clayton Gates, III
Professional Surveyor and Mapper
Florida Registration No. 5710

Date signed: _____



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JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

UNIT 101 SURVEY CERTIFICATION

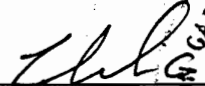
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
09/04/07	20034251	-	NO SCALE	1 OF 9

BOULDER POINTE CONDOMINIUMS

BOULDER POINTE CONDOMINIUMS SURVEY CERTIFICATION

I hereby certify pursuant to Section 718.104(4)(E)F.S., as amended, that the construction of Building Three, Unit 102, Boulder Pointe Condominiums, as depicted on the attached exhibits is substantially complete; so that such material together with the provisions of the Declaration of Condominium of Boulder Pointe Condominiums, describing the condominium property is an accurate representation of the locations and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each home can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, landscaping, utility services, access to each unit and common element facilities serving Unit 102, are substantially completed.


Leland Clayton Gates, III
Professional Surveyor and Mapper
Florida Registration No. 57101

Date signed: SEP 10 2007

S:\20030000\20034251\Condominium Documents\Final Condo Docs Bldg 3\20034251 bldg 3 unit 102.dwg (SHEET 1) ddb Sep 10, 2007 - 12:55pm

JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

UNIT 102 SURVEY CERTIFICATION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
09/04/07	20034251	-	NO SCALE	1 OF 9

BOULDER POINTE CONDOMINIUMS

BOULDER POINTE CONDOMINIUMS SURVEY CERTIFICATION

I hereby certify pursuant to Section 718.104(4)(E) F.S., as amended, that the construction of Building Three, Unit 103, Boulder Pointe Condominiums, as depicted on the attached exhibits is substantially complete; so that such material together with the provisions of the Declaration of Condominium of Boulder Pointe Condominiums, describing the condominium property is an accurate representation of the locations and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each home can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, landscaping, utility services, access to each unit and common element facilities serving Unit 103, are substantially completed.


Leland Clayton Gates, III
Professional Surveyor and Mapper
Florida Registration No. 5710

Date signed: _____

S:\20030000\20034251\Condominium Documents\Final Condo Docs Bldg 3\20034251 bldg 3 unit 103.dwg (SHEET 1) ddb Sep 10, 2007 - 12:55pm

JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
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E.B. #642 & L.B. #642

UNIT 103 SURVEY CERTIFICATION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
09/04/07	20034251	-	NO SCALE	1 OF 9

BOULDER POINTE CONDOMINIUMS

PROPERTY DESCRIPTION: PROVIDED BY CLIENT

LOTS 1 AND 2, ACCORDING TO THE PLAT OF "DEAN'S SUBDIVISION", AS RECORDED IN PLAT BOOK 17, PAGES 43A THROUGH 43B OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

ALSO AND TOGETHER WITH: THE SOUTH 100 FEET OF THE NORTH 636.25 FEET OF THAT PART OF SECTION 2, TOWNSHIP 41 SOUTH, RANGE 19 EAST, LYING WEST OF EXISTING PAVED COUNTY ROAD SUBJECT TO THE RIGHT-OF-WAY CONVEYED FOR ROAD PURPOSES BY DEED RECORDED IN DEED BOOK 37, PAGE 254, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, ALSO THE SOUTH 100 FEET OF THE NORTH 636.25 FEET OF SAID SECTION 2, LYING WEST OF SAID EXISTING PAVED COUNTY ROAD AND EAST OF THE ROAD RIGHT-OF-WAY CONVEYED BY SAID DEED RECORDED IN DEED BOOK 37, PAGE 254, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA. ALSO DESCRIBED AS: BEGIN AT A POINT ON THE WEST BOUNDARY OF A 66 FOOT EXISTING HIGHWAY RIGHT-OF-WAY 536.25 FEET DIRECTLY SOUTH OF THE NORTH BOUNDARY LINE OF SECTION 2, TOWNSHIP 41 SOUTH, RANGE 19 EAST, RUNNING THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID HIGHWAY RIGHT-OF-WAY TO A POINT 636.25 FEET DUE SOUTH OF THE NORTH BOUNDARY OF SAID SECTION LINE; THENCE WEST TO THE MEAN HIGH WATER MARK OF THE WATERS OF THE GULF OF MEXICO TO A POINT 636.25 FEET DUE SOUTH OF THE NORTH BOUNDARY LINE OF SAID SECTION; THENCE NORTHWEST ALONG MEAN HIGH WATER MARK OF THE GULF OF MEXICO TO A POINT 536.25 FEET DUE SOUTH OF THE NORTH BOUNDARY LINE OF SAID SECTION; THENCE EAST TO THE WEST LINE OF SAID ROAD RIGHT-OF-WAY TO THE POINT OF BEGINNING. ALL OF SAID LAND BEING WITH A PART OF SECTION 2, TOWNSHIP 41 SOUTH, RANGE 19 EAST, CHARLOTTE COUNTY FLORIDA. (NOT INCLUDED IN SURVEY) TOGETHER WITH AN EXCLUSIVE WALKING EASEMENT OVER AND ACROSS THE NORTH 3 FEET OF THE SOUTH 100 FEET OF THE NORTH 636.25 FEET OF THAT PART OF SECTION 2, TOWNSHIP 41 SOUTH, RANGE 19 EAST, LYING EAST OF EXISTING PAVED COUNTY ROAD.

INGRESS/EGRESS EASEMENT
BOULDER POINTE CONDOMINIUMS
SECTION 2, TOWNSHIP 41 SOUTH, RANGE 19 EAST
CHARLOTTE COUNTY, FLORIDA

A PARCEL OR TRACT OF LAND LYING IN SECTION 2, TOWNSHIP
41 SOUTH, RANGE 19 EAST, CHARLOTTE COUNTY, FLORIDA, WHICH
TRACT OR PARCEL IS DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER LOT 2, DEAN'S SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 17, PAGE 43A THROUGH 43B, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, THENCE S 26°31'49" E ALONG THE NORTHEASTERLY LINE OF SAID LOT 2 SAID LINE ALSO BEING THE SOUTHERLY RIGHT-OF-WAY FOR BEACH ROAD FOR 92.71 FEET TO THE POINT OF BEGINNING FOR SAID INGRESS/EGRESS EASEMENT. FROM SAID POINT OF BEGINNING RUN S 26°31'49" E ALONG SAID SOUTHERLY RIGHT-OF-WAY FOR 56.34 FEET TO A POINT OF CURVATURE; THENCE LEAVING SAID RIGHT-OF-WAY RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 35.00 FEET (CHORD BEARING N 83°52'47" W, CHORD 7.06, DELTA 11°34'34") FOR 7.07 FEET; THENCE N 89°40'04" W FOR 146.27 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 10.00 FEET (CHORD BEARING S 45°19'56" W, CHORD 14.14, DELTA 90°00'00") FOR 15.71 FEET; THENCE S 00°19'56" W FOR 4.00 FEET; TO AN INTERSECTION WITH THE NORTHERLY FACE OF PROPOSED BUILDING THREE N 89°40'04" W ALONG SAID NORTHERLY FACE FOR 48.00 FEET; THENCE N 00°19'56" E LEAVING SAID NORTHERLY FACE FOR 4.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 10.00 FEET (CHORD BEARING N 44°40'04" W, CHORD 14.14, DELTA 90°00'00") FOR 15.71 FEET; THENCE N 89°40'04" W FOR 8.16 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 13.00 FEET (CHORD BEARING S 45°19'56" W, CHORD 18.38, DELTA 90°00'00") FOR 20.42 FEET; THENCE S 00°19'56" W FOR 39.13 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT OF RADIUS 15.00 FEET (CHORD BEARING S 45°19'56" W, CHORD 21.21, DELTA 90°00'00") FOR 23.56 FEET; THENCE N 89°40'04" W FOR 23.96 FEET TO AN INTERSECTION WITH THE EASTERLY FACE OF PROPOSED BUILDING TWO; THENCE CONTINUE ALONG SAID EASTERLY FACE THE FOLLOWING FIVE COURSES AND DISTANCES N 00°19'56" W FOR 17.28 FEET; S 89°40'04" E FOR 8.96 FEET; N 00°19'56" E FOR 16.87 FEET; N 89°40'04" W FOR 8.96 FEET; N 00°19'56" E FOR 17.27 FEET; THENCE S 89°40'04" E LEAVING SAID EASTERLY FACE FOR 6.96 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 8.00 FEET (CHORD BEARING N 45°19'56" E, CHORD 11.31, DELTA 90°00'00") FOR 12.57 FEET; THENCE N 00°19'56" E FOR 10.11 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 8.00 FEET (CHORD BEARING N 25°12'52" W, CHORD 6.90, DELTA 51°05'35") FOR 7.13 FEET; THENCE N 50°45'40" W FOR 10.39 FEET; THENCE N 61°36'27" W FOR 50.17 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 3.00 FEET (CHORD BEARING N 75°39'53" W, CHORD 1.46, DELTA 28°06'52") FOR 1.47 FEET; THENCE N 89°43'18" W FOR 30.12 FEET TO AN INTERSECTION WITH THE EASTERLY FACE OF PROPOSED BUILDING ONE THENCE CONTINUE ALONG THE EASTERLY FACE THE FOLLOWING 5 COURSES AND DISTANCES N 00°16'42" E FOR 19.78 FEET; S 89°43'18" E FOR 8.96 FEET; N 00°16'42" E FOR 16.88 FEET; N 89°43'18" W FOR 8.96 FEET; N 00°16'42" E FOR 19.77 FEET; THENCE S 89°43'18" E LEAVING SAID EASTERLY FACE FOR 24.39 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT OF RADIUS 100.00 FEET (CHORD BEARING S 55°58'18" E, CHORD 111.11, DELTA 67°30'01") FOR 117.81 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 8.00 FEET (CHORD BEARING S 55°56'41" E, CHORD 8.88, DELTA 67°26'47") FOR 9.42 FEET; THENCE S 89°40'04" E FOR 171.89 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT OF RADIUS 35.00 FEET (CHORD BEARING N 57°31'43" E, CHORD 37.92, DELTA 65°36'25") FOR 40.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 16,772.70 SQUARE FEET MORE OR LESS.

BEARINGS ARE ASSUMED AND BASED ON THE SOUTHERLY RIGHT-OF-WAY OF BEACH ROAD AS BEING S 26°31'49" E.

JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B #642 & L.B. #642

LEGAL DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	NO SCALE	2 OF 9

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BOULDER POINTE CONDOMINIUMS

SURVEY NOTES

I. DESCRIPTION OF UNITS

Each unit shall consists of that part of the building containing such unit which lies within the boundaries of the unit, which boundaries are as follows:

A. UPPER BOUNDARIES

1. The upper boundary of the units shall be the horizontal plane of the lowest surface of the unfinished ceiling slab of the unit and the horizontal plane of the unfinished horizontal plane of the lowest surface of the unfinished lanai ceiling slab extended to an intersection with the perimetrical boundaries.

2. The upper boundary of the units shall be the sloped and horizontal planes of the unfinished ceiling extended to an intersection with each other and with the perimetrical boundaries.

3. The upper boundary of the portion of the units comprising the lanai shall be the plane of the lowest surface of the unfinished lanai ceiling.

B. LOWER BOUNDARIES

The lower boundary of all units shall be the horizontal plane of the unfinished floor slab of that unit and the horizontal plane of the unfinished lanai slab extended to an intersection with the perimetrical boundaries.

C. PERIMETRICAL BOUNDARIES

The perimetrical boundaries of a unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

1. Exterior Building Walls

The intersecting vertical plane(s) of the innermost unfinished surfaces of the exterior wall of the building bounding such unit and as to the lanai which is part of a unit, such boundaries shall be the intersecting vertical planes which include all of such structures.

2. Interior Building Walls

The vertical planes of the innermost unfinished surface of the party walls dividing such units extended to intersections with other perimetrical boundaries.

D. APERTURES

Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries shall be extended to include the interior, unfinished surfaces of such apertures, including all frameworks thereof, exterior surfaces made of glass or other transparent materials, exterior doors of any type, including the locks, hinges and other hardware thereof, and all framings and casings thereof shall be included in the boundaries of the unit.

E. AIR CONDITIONING UNITS

The boundaries of each unit shall also be deemed to include all integral parts of the air conditioning unit located within the unit.

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JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

SURVEY NOTES

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	12-41-19	NO SCALE	3 OF 9

BOULDER POINTE CONDOMINIUMS

SURVEY NOTES:

F. EXCLUDED FROM UNITS

The unit shall not be deemed to include utility services which may be contained within the boundaries of the unit, but which are utilized to serve Common Elements and/or a unit or units other than or in addition to the unit within which contained. Such utility services are not Common Elements, but may be the maintenance responsibility of the Association. The unit shall not be deemed to include columns or partitions contributing to the support of the building. Such columns or partitions are part of the Common Elements.

II. DESCRIPTION OF COMMON ELEMENTS

A. All land and all portions of the Condominium Property not within a unit or units are parts of the Common Elements.

B. All bearing walls to the unfinished surface of said walls located within a unit and all columns or partitions contributing to support of the Building constitute parts of the Common Elements.

C. The Common Elements are subject to certain easements set forth in Article 12 of the Declaration of Condominium.

D. Each entrance area, entrance court and driveway so designated on the Survey is a Limited Common Element reserved for the use of the Owner of the unit adjacent thereto or as otherwise indicated on the Survey.

E. Each A/C land so designated on the Survey is a Limited Common Element reserved for the use of the Home adjacent thereto or as otherwise indicated on the Survey.

F. The definitions set forth in the Declaration of Condominium are incorporated herein.

III. BEARINGS BASIS

Bearings based upon the Westerly right-of-way line of Beach Road as being S26°31'49"E.

IV. ELEVATIONS

Elevations shown hereon are based upon NGVD 1929.

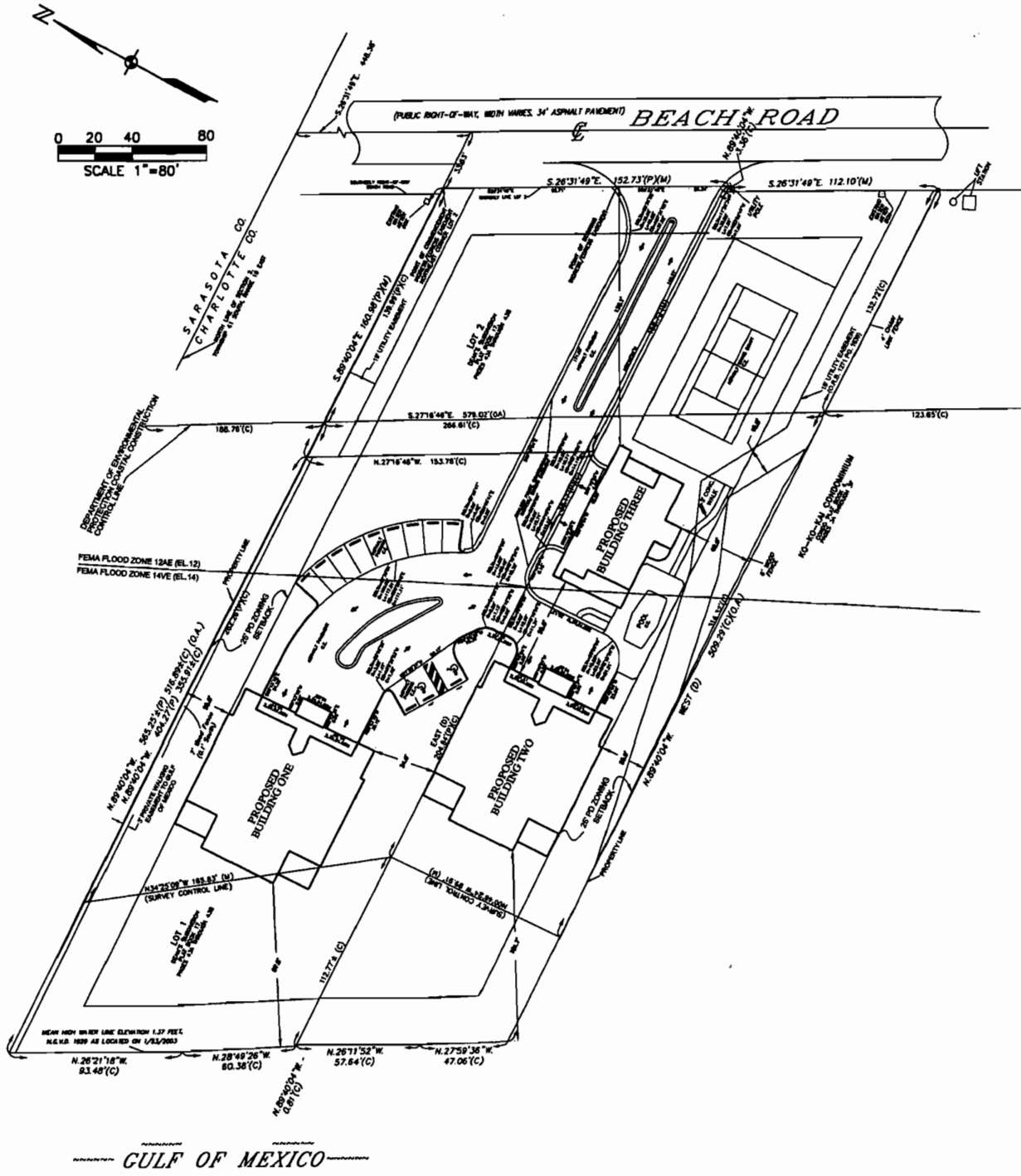
JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

SURVEY NOTES

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	NO SCALE	4 OF 9

BOULDER POINTE CONDOMINIUMS



**JOHNSON
ENGINEERING**

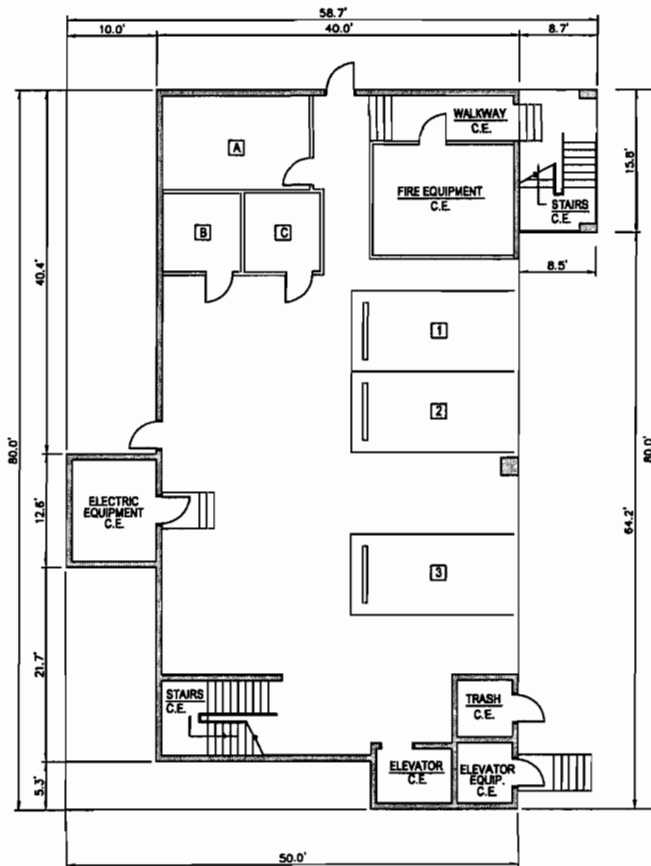
18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

SITE PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=80'	5 OF 9

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BOULDER POINTE CONDOMINIUMS



GROUND FLOOR

C.E. DENOTES A COMMON ELEMENT
L.C.E. DENOTES A LIMITED COMMON ELEMENT
[6] DENOTES A PARKING SPACE NUMBER
[A] DENOTES A STORAGE SPACE L.C.E.

GROUND FLOOR
ELEVATION=10.86

0 10 20
SCALE IN FEET

SURVEYORS NOTES:

1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. DIMENSIONS AS SHOWN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

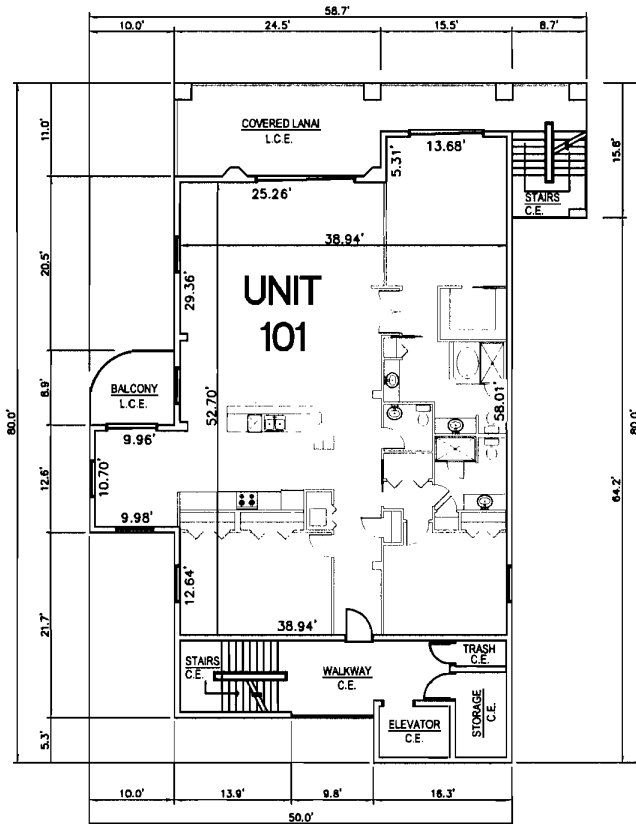
JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

GROUND FLOOR

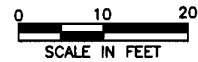
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=20'	6 OF 9

BOULDER POINTE CONDOMINIUMS



UNIT 101 FIRST FLOOR

C.E. DENOTES A COMMON ELEMENT
L.C.E. DENOTES A LIMITED COMMON ELEMENT



FINISH FLOOR
ELEVATION = 21.42

FINISH CEILING
ELEVATION = 29.50

SURVEYORS NOTES:

1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. DIMENSIONS AS SHOWN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

JOHNSON
ENGINEERING

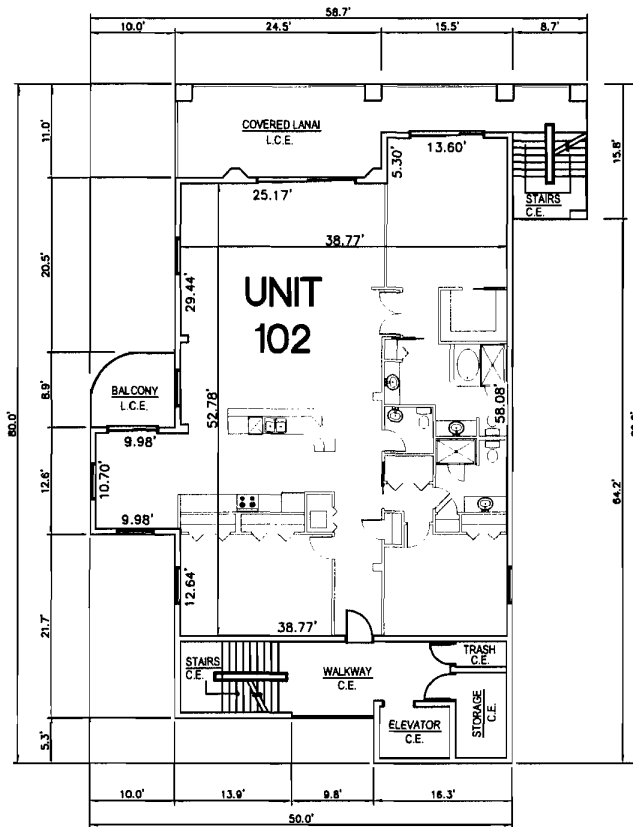
18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

UNIT 101 FLOOR PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
09/04/07	20034251	-	1"=20'	7 OF 9

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BOULDER POINTE CONDOMINIUMS

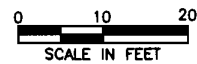


UNIT 102 SECOND FLOOR

C.E. DENOTES A COMMON ELEMENT
L.C.E. DENOTES A LIMITED COMMON ELEMENT

FINISH FLOOR
ELEVATION = 31.42

FINISH CEILING
ELEVATION = 39.48



SURVEYORS NOTES:

1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. DIMENSIONS AS SHOWN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

JOHNSON
ENGINEERING

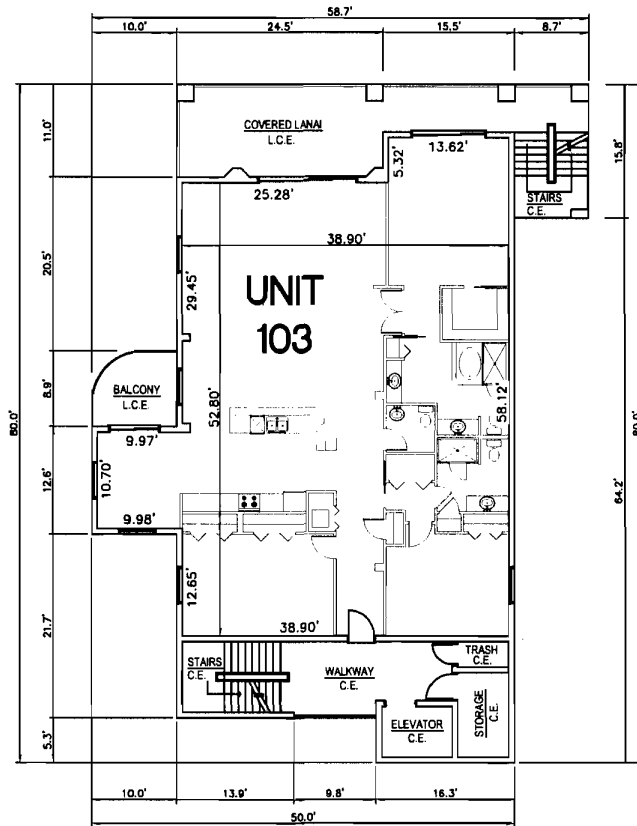
18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

UNIT 102 FLOOR PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
09/04/07	20034251	-	1"=20'	7 OF 9

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BOULDER POINTE CONDOMINIUMS

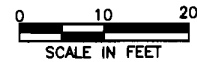


UNIT 103 THIRD FLOOR

C.E. DENOTES A COMMON ELEMENT
L.C.E. DENOTES A LIMITED COMMON ELEMENT

FINISH FLOOR
ELEVATION - 4132

FINISH CEILING
ELEVATION - 49.36



SURVEYORS NOTES:

1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. DIMENSIONS AS SHOWN ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

JOHNSON
ENGINEERING

18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

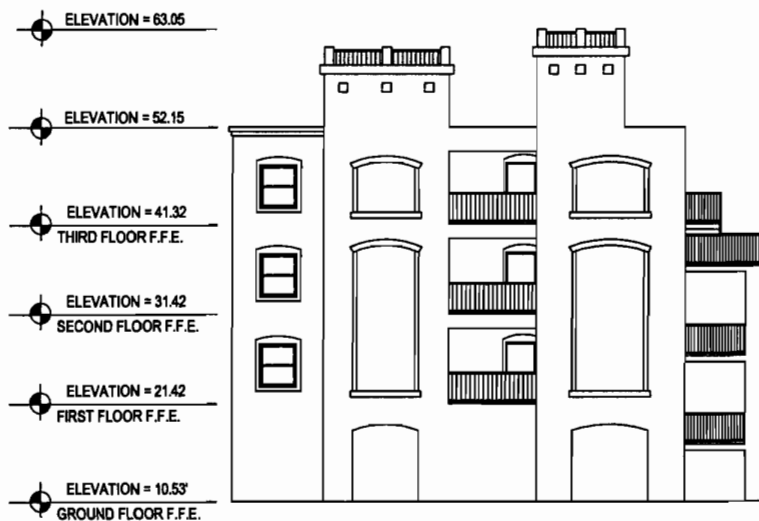
UNIT 103 FLOOR PLAN

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
09/04/07	20034251	-	1"=20'	7 OF 9

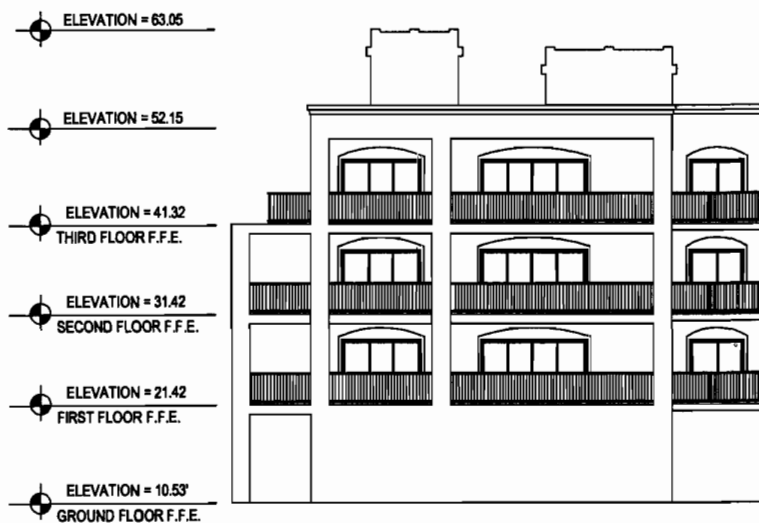
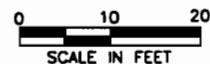
S:\20030000\20034251\Condominium Documents\Find Condo Docs Bldg 3\20034251 bldg 3 unit 103.dwg (SHEET 7) lcg Nov 14, 2007 - 3:19pm

S:\20030000\20034251\Condominium Documents\Final Condo Docs Bldg 3\20034251 bldg 3 sheets 2-3-4-5-6-8-9.dwg (SHEET 8) ddb Sep 10, 2007 - 12:50pm

BOULDER POINTE CONDOMINIUMS



FRONT ELEVATION



REAR ELEVATION

JOHNSON
ENGINEERING

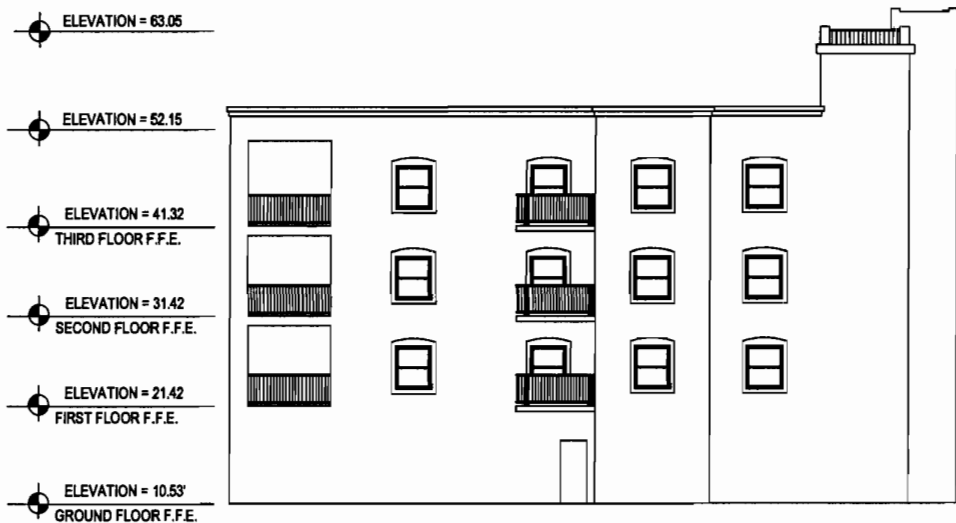
18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

EXTERIOR ELEVATIONS

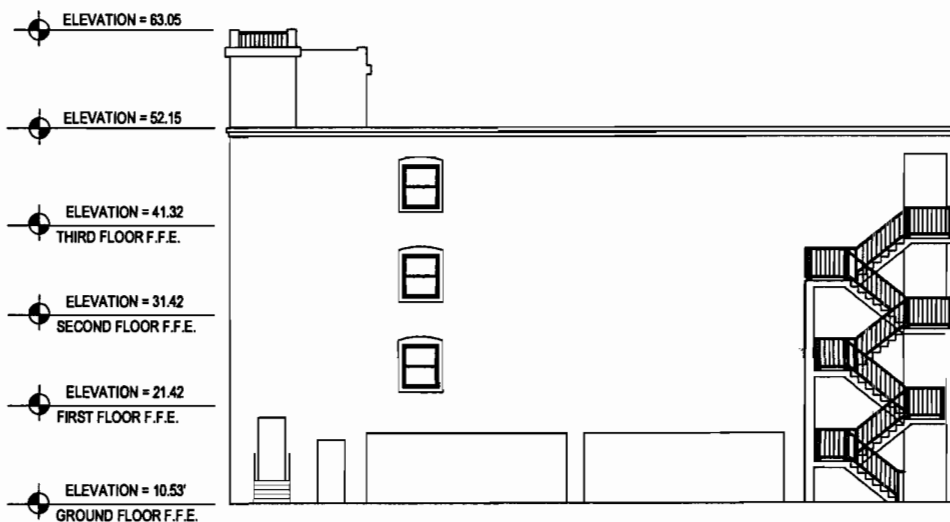
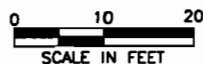
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=20'	8 OF 9

S:\20030000\20034251\Condominium Documents\Final Condo Docs Bldg 3\20034251 bldg 3 sheets 2-3-4-5-6-8-9.dwg (SHEET 9) ddb Sep 10, 2007 - 12:51pm

BOULDER POINTE CONDOMINIUMS



LEFT ELEVATION



RIGHT ELEVATION

JOHNSON
ENGINEERING

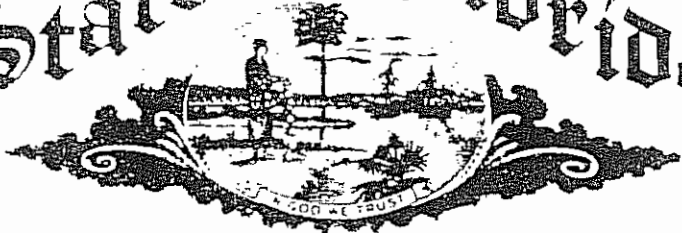
18501 MURDOCK CIRCLE, SUITE 404
PORT CHARLOTTE, FL 33948
PHONE (941) 625-9919
FAX (941) 625-3269
E.B. #642 & L.B. #642

EXTERIOR ELEVATIONS

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
07/20/07	20034251	-	1"=20'	9 OF 9

Articles of Incorporation

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of BOULDER POINTE OF MANASOTA KEY CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on February 26, 2004, as shown by the records of this office.

The document number of this corporation is N04000002296.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Eighth day of March, 2004



CR2ED029 12-02

Glenda E. Hood
Glenda E. Hood
Secretary of State

04 FEB 26 PM 5:37
STATE
FLORIDA

**ARTICLES OF INCORPORATION
OF
BOULDER POINTE OF MANASOTA KEY CONDOMINIUM ASSOCIATION, INC.,
A FLORIDA CORPORATION NOT FOR PROFIT**

THE UNDERSIGNED, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, does hereby adopt the following Articles of Incorporation:

ARTICLE I

NAME

The name of this corporation is: **BOULDER POINTE OF MANASOTA KEY CONDOMINIUM ASSOCIATION, INC.**

ARTICLE II

DURATION

This corporation shall have perpetual existence commencing on the date of the filing of these Articles of Incorporation with the Department of State of Florida. If the Corporation is dissolved, the property consisting of the common surface water management system shall be conveyed to an appropriate agency of local government, and if not accepted, to a similar not-for-profit corporation.

ARTICLE III

PURPOSES

This corporation is organized for the purpose of providing an entity under the Florida Condominium Act (the "Act") for the operation of a condominium located in Charlotte County, Florida, and known as BOULDER POINTE CONDOMINIUM.

ARTICLE IV

AUTHORITY

This corporation shall have, in addition to all corporate powers granted corporations not-for-profit under the Florida Statutes (except as may be limited or otherwise provided by these Articles), the following powers and authority:

A. To acquire, own, hold, improve, manage, operate, maintain, repair, replace, convey, sell, lease, transfer, assign and otherwise dispose of property of any nature whatsoever, real, personal or mixed, tangible or intangible, in connection with this Corporation's affairs, provided

such property is not a common element of the condominium.

B. From time to time adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Condominium Property consistent with the rights and duties established by the Declaration of Condominium, these Articles and the Bylaws of the Corporation.

C. To levy assessments in accordance with the provisions of the Declaration of Condominium and Chapter 718, Florida Statutes.

D. To own, acquire, operate and maintain the common Surface Water Management System (as defined in the Declaration of Condominium).

E. To employ such persons or contract with such independent contractors or agents as shall be reasonably required or appropriate, in the reasonable judgment of the Board of Directors, in order for the Association to carry out, perform and discharge all or any part of its duties, obligations and responsibilities pursuant to the Declaration of Condominium and these Articles.

ARTICLE V

MEMBERS

The qualification of members and the manner of their admission shall be as regulated by the Bylaws.

ARTICLE VI

ADDRESS OF THE CORPORATION

The street address of the principal office of the corporation is 333 East Ohio Street, Indianapolis, Indiana 46204, and the mailing address is 333 East Ohio Street, Indianapolis, Indiana 46204.

ARTICLE VII

INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of this corporation is 2650 South McCall Road, Englewood, Florida, and the name of the initial registered agent of this corporation at that address is **DEAN HANEWINCKEL**.

ARTICLE VIII

INITIAL BOARD OF DIRECTORS

This corporation shall have three (3) directors initially.

The number of directors may be either increased or diminished from time to time in the manner provided in the Bylaws, but shall never be less than three. The names and addresses of the initial directors of this corporation are:

Peter Page	333 East Ohio Street, Indianapolis, Indiana 46204
Paul Pittman	333 East Ohio Street, Indianapolis, Indiana 46204
Tony Page	333 East Ohio Street, Indianapolis, Indiana 46204

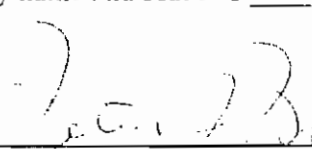
ARTICLE IX

INCORPORATOR

The name and address of the corporation's incorporator is:

Peter Page	333 East Ohio Street, Indianapolis, Indiana 46204
------------	---

IN WITNESS WHEREOF, I have subscribed my name and seal this 21 day of January, 2004.



Incorporator

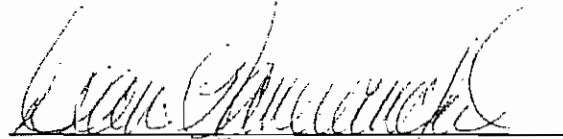
ACCEPTANCE OF REGISTERED AGENT

04 FEB 26 PM 5:37

TALLAHASSEE, FLORIDA

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 all matters.

Dated: January 23, 2004.



Dean Hanewinckel

2011 NOT-FOR-PROFIT CORPORATION ANNUAL REPORT**FILED**
Feb 17, 2011
Secretary of State

DOCUMENT# N04000002296

Entity Name: BOULDER POINTE OF MANASOTA KEY CONDOMINIUM ASSOCIATION, INC.**Current Principal Place of Business:**2400 N. BEACH ROAD
#12
ENGLEWOOD, FL 34223**New Principal Place of Business:****Current Mailing Address:**2400 N. BEACH ROAD
#12
ENGLEWOOD, FL 34223**New Mailing Address:****FEI Number:** 20-1543814 **FEI Number Applied For ()** **FEI Number Not Applicable ()** **Certificate of Status Desired ()****Name and Address of Current Registered Agent:**INVERSO, DARREN R
1819 MAIN ST STE 610
SARASOTA, FL 34236 US**Name and Address of New Registered Agent:**

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:_____
Electronic Signature of Registered Agent_____
Date**OFFICERS AND DIRECTORS:****Title:** D
Name: BEAUDOIN, DAN
Address: 5060 N. BEACH ROAD - 1-101
City-St-Zip: ENGLEWOOD, FL 34223**Title:** D
Name: PITTMAN, PAUL
Address: 333 E OHIO ST
City-St-Zip: INDIANAPOLIS, IN 46204**Title:** D
Name: WHITTENHALL, JOEL
Address: 9160 BONITA BEACH RD
City-St-Zip: BONITA SPRINGS, FL 34123

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: PAUL PITTMAN

D

02/17/2011

Electronic Signature of Signing Officer or Director_____
Date

FEB-15-2016 17:26

NORTON HAMMERSLEY

P.01.02

N04000002296

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H11000042347 3)))



H110000423473ABQW

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 617-6380

From:

Account Name : NORTON, HAMMERSLEY, LOPEZ & SKOKOS, P.A.
Account Number : 120010000202
Phone : (941) 954-4691
Fax Number : (941) 954-2128

DEI/sew
9637-1

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address:

Corporation@nhslaw.com

RECEIVED
11 FEB 17 AM 8:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**REGISTERED AGENT CHANGE
BOULDER POINTE OF MANASOTA KEY CONDOMINIUM
ASSOCIATI**

Certificate of Status	0
Certified Copy	0
Page Count	01
Estimated Charge	\$35.00

FILED
2011 FEB 17 AM 10:14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Electronic Filing Menu

Corporate Filing Menu

Help

<https://efile.sunbiz.org/scripts/efilcovr.exe>

2/16/2011

JB 2-17-11

STATEMENT OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT OR BOTH FOR CORPORATIONS

Pursuant to the provisions of sections 607.0502, 617.0502, 607.1508, or 617.1508, Florida Statutes, this statement of change is submitted for a corporation organized under the laws of the State of Florida in order to change its registered office or registered agent, or both, in the State of Florida.

1. The name of the corporation: Boulder Points of Manasota Key Condominium Association, Inc.
2. The principal office address: 2400 N. Beach Road, #12, Englewood, Florida 34223
3. The mailing address (if different): _____
4. Date of incorporation/qualification: 2/28/2004 Document number: NO4000002296
5. The name and street address of the current registered agent and registered office on file with the Florida Department of State: (If resigned, enter resigned)

Charles Diez

737 S. Indiana Avenue

Englewood, FL 34233

6. The name and street address of the new registered agent (if changed) and /or registered office (if changed):

Darren R. Inverso

1819 Main Street, Suite 610

P.O. Box NOT acceptable

Sarasota, Florida 34236

The street address of its registered office and the street address of the business office of its registered agent, as changed will be identical.

Such change was authorized by resolution duly adopted by its board of directors or by an officer so authorized by the board, or the corporation has been notified in writing of the change.

Paul Pittman
Signature of all officers or directors

Paul Pittman, Director

Printed or typed name and title

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent. Or, if this document is being filed merely to reflect a change in the registered office address, I hereby confirm that the corporation has been notified in writing of this change.

Darren R. Inverso
Signature of Registered Agent

2-16-11
Date

If signing on behalf of an entity:

Darren R. Inverso

Typed or Printed Name

*** FILING FEE: \$35.00 ***

MAKE CHECKS PAYABLE TO FLORIDA DEPARTMENT OF STATE
MAIL TO: DIVISION OF CORPORATIONS, P.O. Box 6327, TALLAHASSEE, FL 32314

CR28045 (R/03)

4110000423473

TOTAL P.02

FILED
2011 FEB 17 AM 10:14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



BAKER, PITTMAN & PAGE

ATTORNEYS AT LAW

A PROFESSIONAL ASSOCIATION, NOT A PARTNERSHIP

HUGH G. BAKER, JR.*
PAUL J. PAGE
PAUL M. PITTMAN
PATRICIA L. McKINNON**

333 EAST OHIO STREET, SUITE 200
INDIANAPOLIS, INDIANA 46204
(317) 686-1900, (317) 636-5561
FAX (317) 686-5760

PATRICK V. BAKER
MICHAEL G. SHANLEY
DAVID T. PAGE***

*Certified Mediator
**Certified Family Law Specialist

***Of Counsel

February 10, 2011

Indiana Department of Workforce Development
Employer Audit Section
10 N. Senate Avenue
Indianapolis, IN 46204

Re: Articles of Dissolution

Dear Sir or Madam:

Please find enclosed the above Articles that were filed on behalf of PAGE III, LLC on 2/10/11 with an effective date of 12/31/10.

Sincerely,

Wendy Enlow
Assistant to Paul M. Pittman

Enc.



ARTICLES OF DISSOLUTION OF A LIMITED LIABILITY COMPANY

State Form 49465 (R2 / 1-09)

Approved by State Board of Accounts, 2007

Indiana Code 23-18-9-7

TODD ROKITA
SECRETARY OF STATE

Mail to the following address:
BUSINESS SERVICES DIVISION
302 W. Washington St., Room ED18
Indianapolis, IN 46204
Telephone: (317) 232-6576

SECRETARY OF STATE
RECEIVED

2011 FEB 10 PM 1:04

- INSTRUCTIONS:
1. Use 8-1/2" x 11" white paper for attachments.
 2. Present the original and one (1) copy to the address on upper right corner of this form.
 3. Please TYPE or PRINT.
 4. Please visit our office on the web at www.sos.in.gov.

Filing Fee: \$ 30.00
Make check or money order
payable to Secretary of State

ARTICLES OF DISSOLUTION OF

PAGE III, LLC

Name of Limited Liability Company

The above LLC (hereinafter referred to as the "LLC" desiring to give notice of entity action authorizing and effectuating the dissolution of the LLC pursuant to the provisions of the Indiana Business Flexibility Act, sets forth the following:

INFORMATION ABOUT THE APPLICANT

Name of the LLC	Date of organization (month, day, year)	Date of dissolution (month, day, year)
PAGE III, LLC	12/13/02	12/31/10
Principal office address (number and street)	City	State
333 E. OHIO ST. #200	INDIANAPOLIS	IN
		ZIP code
		46204

In Witness Whereof, the undersigned being the PAUL P. PITTMAN of
(Manager or member)
the LLC executes these Articles of Dissolution and verifies, subject to the penalties of perjury, that the statements contained herein are true,
this 9TH day of FEBRUARY, 2011.

Signature 	Printed name PAUL M. PITTMAN
---------------	---------------------------------

NOTE: You may want to consider filing the Notice of Voluntary Dissolution with the agencies below. Please contact them for further information.

Indiana Department of Revenue
Enforcement Division / Dissolutions / MS-104
100 N. Senate Ave., Rm. N241
Indianapolis, IN 46204
Telephone: (317) 233-0389
Website: <http://www.in.gov/dor/3776.htm>

Indiana Attorney General, Unclaimed Property
35 South Park Blvd.
Greenwood, IN 46143
Telephone: (800) 447-5598

Indiana Department of Workforce Development, Employer Audit Section
10 N. Senate Ave.
Indianapolis, IN 46204
Telephone: (317) 232-7436

**APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR
WITHDRAWAL OF AUTHORITY TO TRANSACT BUSINESS IN
FLORIDA**

PAGE III, LLC

(Name of limited liability company)

INDIANA

(Jurisdiction of its organization)

M03000001889

(Florida Document Number)

This limited liability company is no longer transacting business in Florida and surrenders its authority to transact business in this state.

This limited liability company revokes the authority of its registered agent to accept service on its behalf and appoints the Department of State as its agent for service of process based on a cause of action arising during the time it was authorized to transact business in Florida.

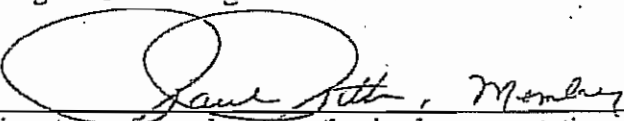
333 E. OHIO STREET #200

(Mailing address)

INDIANAPOLIS, IN 46204

(City/State/Zip)

The limited liability company agrees to notify the Department of State in the future of any change in its mailing address.


(Signature of member or authorized representative of a member)

PAUL PITTMAN

(Typed or printed name of signee)

Filing Fee: \$25.00

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: PAGE III, LLC

(Name of Foreign Limited Liability Company)

Dear Sir or Madam:

The enclosed withdrawal and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

PAUL PITTMAN

(Name of Person)

PAGE III, LLC

(Firm/Company)

333 E. OHIO STREET #200

(Address)

INDIANAPOLIS, IN 46204

(City/State and Zip Code)

For further information concerning this matter, please call:

PAUL PITTMAN

(Name of Person)

at (317) 636-5561

(Area Code & Daytime Telephone Number)

STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

Enclosed is a check for the following amount:

☐ \$25 Filing Fee

☒ \$30 Filing Fee &
Certificate of Status

☐ \$55 Filing Fee &
Certified Copy

☐ \$60 Filing Fee,
Certificate of Status &
Certified Copy



BAKER, PITTMAN & PAGE

ATTORNEYS AT LAW

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FAX (317) 686-5760

PATRICK V. BAKER
MICHAEL G. SHANLEY
DAVID T. PAGE***

*Certified Mediator
**Certified Family Law Specialist

***Of Counsel

February 10, 2011

Indiana Attorney General
Unclaimed Property
35 South Park Blvd.
Greenwood, IN 46143

Re: Articles of Dissolution

Dear Sir or Madam:

Please find enclosed the above Articles that were filed on behalf of PAGE III, LLC on 2/10/11 with an effective date of 12/31/10.

Sincerely,

Wendy Enlow
Assistant to Paul M. Pittman

Enc.



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FAX (317) 686-5760

PATRICK V. BAKER
MICHAEL G. SHANLEY
DAVID T. PAGE***

*Certified Mediator
**Certified Family Law Specialist

***Of Counsel

February 10, 2011

Indiana Department of Revenue
Enforcement Division/Dissolutions/MS-104
Indianapolis, IN 46204

Re: Articles of Dissolution

Dear Sir or Madam:

Please find enclosed the above Articles that were filed on behalf of PAGE III, LLC on 2/10/11 with an effective date of 12/31/10.

Sincerely,

Wendy Enlow
Assistant to Paul M. Pittman

Enc.

By Laws

**BYLAWS
OF
BOULDER POINTE OF MANASOTA KEY
CONDOMINIUM ASSOCIATION, INC.**

I. IDENTITY

These are the Bylaws of BOULDER POINTE OF MANASOTA KEY CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the state of Florida ("the Association"), organized for the purpose of operating that certain condominium located in Charlotte County, Florida, and known as BOULDER POINTE CONDOMINIUM ("the Condominium") and other condominiums located adjacent to the Condominium.

1.1 Principal Office. The principal office of the Association shall be at 333 East Ohio Street, Indianapolis, Indiana 46204, or at such other place as may be designated by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.

1.4 Definitions. For convenience, these Bylaws shall be referred to as "the Bylaws"; the Articles of Incorporation of the Association as "the Articles"; and the Declaration of Condominium for the Condominium as "the Declaration." The other terms used in these Bylaws shall have the same definitions and meanings as those in F.S. Chapter 718, the Condominium Act ("the Act"), as well as those in the Declaration and the Articles, unless otherwise provided in these Bylaws or unless the context otherwise requires.

II. MEETINGS OF MEMBERS AND VOTING

2.1 Annual Meeting. The record owners of all units in all of the condominiums operated by the Association shall be members of the Association, and no other persons or entities shall be entitled to membership except for subscribers to the Articles of Incorporation of the Association. The annual meeting of the members shall be held on November 30 or such other date and at the place and time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and no later than 13 months after the last annual meeting. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the members.

2.2 Special Meetings. Special meetings of the members shall be held at such places as provided for annual meetings and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary on receipt of a written request from at least 20% of the voting interests of the Association. Requests for a meeting by the

members shall state the purpose for the meeting. Business conducted at any special meeting shall be limited to the matters stated in the notice for the meeting. The provisions of this section, as applicable, shall be modified by the provisions of F.S. 718.112(2)(e), concerning budget meetings; F.S. 718.112(2)(j), concerning recall; F.S. 718.112(2)(f), concerning budget reserves; and F.S. 718.301(1)-(2), concerning election of Directors by Unit Owners other than the Developer.

2.3 Notice of Annual Meeting. Written notice of the annual meeting shall be mailed or hand delivered to each Unit Owner at least 14 days before the annual meeting. A copy of the notice shall be posted in a conspicuous place on the Condominium property at least 14 continuous days before the annual meeting. An Officer of the Association shall provide an Affidavit or United States Post Office Certificate of Mailing, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered to each Unit Owner at the address last furnished to the Association. Unit Owners may waive notice of the annual meeting.

2.4 Notice of Special Meetings. Generally. Except as modified by the specific requirements for special kinds of members' meetings as set out in these Bylaws, notice of special meetings generally shall be in writing, state the place, day, and hour of the meeting, and state the purpose or purposes for which the meeting is called. The notice shall be delivered to each Unit Owner not less than 10 nor more than 60 days before the date of the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary, or the Officer or persons calling the meeting. If mailed, the notice shall be considered delivered when deposited in the United States mail addressed to the Unit Owner at the address that appears in the records of the Association, with postage prepaid. Payment of postage for notice of any special meeting, by whomever called, shall be an obligation of the Association.

2.5 Notice of Budget Meeting. The Board of Directors shall mail or hand deliver to each Unit Owner at the address last furnished to the association a notice and a copy of the proposed annual budget, not less than 14 days before the meeting at which the Board will consider the budget.

2.6 Notice of Meeting to Consider Excessive Budget. If a budget adopted by the Board of Directors requires assessment against the Unit Owners for any calendar year exceeding 115% of the assessment for the preceding year (less any lawfully excluded items), the Board, on written application of 10% of the voting interests to the Board received within 21 days of the adoption of the budget, shall call a special meeting of the Unit Owners to consider a substitute budget. The special meeting shall occur within 60 days after adoption of the annual budget, on not less than 14 days' written notice hand delivered or mailed to each Unit Owner.

2.7 Notice of Meeting to Consider Recall of Board Members. A special meeting of the Unit Owners to recall a member or members of the Board of Directors may be called by 10% of the voting interests giving notice of the meeting as required for a meeting of Unit Owners, stating the purpose of the meeting. The notice must be accompanied by a dated copy of a signature list of at least 10% of the Unit Owners. The meeting shall be held not less than 10 days nor more than 60 days from the date the notice of the meeting is given.

2.8 Notice of Meeting to Elect Nondeveloper Directors. Within 75 days after the unit owners other than the developer are entitled to elect a member or members of the board of directors of the Association, the Association shall call an election for the members of the board of directors, and shall give at least 60 days notice thereof.

2.9 Quorum. A quorum at meetings of members shall consist of persons entitled to exercise, either in person or by proxy, a majority of the voting interests of the entire membership.

2.10 Voting.

a. Number of Votes. In any meeting of members, each Unit shall have one voting interest. The vote of a Unit is not divisible.

b. Majority Vote. The acts approved by a majority of the voting interests present in person or by proxy at a meeting at which a quorum is present shall be binding on all Unit Owners for all purposes unless the Act, the Declaration, the Articles, or these Bylaws require a larger percentage, in which case that larger percentage shall control.

2.11 Membership-Designation of Voting Member. Persons or entities shall become members of the Association on the acquisition of fee title to a Unit in the Condominium after approval of the acquisition in the manner provided in the Declaration. Membership shall be terminated when a person or entity no longer owns a Unit in the Condominium. If a Unit is owned by more than one natural person (other than a husband and wife), or a corporation, partnership, or other artificial entity, the voting interest of that Unit shall be exercised only by the natural person named in a voting certificate signed by all the natural persons who are owners or by the chief executive officer of the artificial entity and filed with the Secretary of the Association in its official records.

2.12 Proxies; Powers of Attorney. Except for the purpose of electing directors of the Association (which procedure is set forth in Paragraph 3.2 of these Bylaws, voting interests may be exercised in person or by proxy. Each proxy shall set forth specifically the name of the person voting by proxy, the name of the person authorized to vote the proxy for him or her, and the date the proxy was given. Each proxy shall contain the date, time, and place of the meeting for which the proxy is given. Limited proxies shall be used for those purposes specified by Section 718.112(2)(b)2., F.S. If the proxy is a limited proxy, it shall set forth those items that the holder of the proxy may vote and the manner in which the vote is to be cast. The proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings. No proxy shall be valid for more than 90 days after the date of the first meeting for which it was given, and may be revoked at any time at the pleasure of the Unit Owner executing it. The proxy shall be signed by the Unit Owner or by the designated person mentioned in section 2.11, or the duly authorized attorney-in-fact of that person or entity (provided the power of attorney is filed with the Secretary of the Association). The proxy shall be filed with the Secretary before or at the meeting for which the proxy is given. One holding a power of attorney from a Unit Owner, properly executed and granting the authority, may exercise the voting interest of that Unit, other than for the election of directors of the Association.

2.13 Adjourned Meetings. If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present; except that when meetings have been called to consider the enactment of a budget to replace a proposed budget that exceeds 115% of the assessments for the preceding year, the meetings may not be adjourned for lack of a quorum and if a quorum is not present the excessive budget shall go into effect as scheduled. The time and place to which the meeting is adjourned shall be announced at the meeting at which the adjournment is taken and a notice shall be posted in a conspicuous place on the Condominium property as soon thereafter as may be practical stating the time and place to which the meeting is adjourned.

2.14 Waiver of Notice. Unit owners may waive their right to receive notice of any meeting, whether annual or special, by a writing signed by them to that effect. The waiver shall be filed with the Secretary of the Association either before, at, or after the meeting for which the waiver is given.

2.15 Action by Members Without a Meeting. Unit owners may take action by written agreement without a meeting to amend condominium documents, termination of the condominium, and merger of the association, provided written notice is given to the Unit Owners in the manner prescribed elsewhere in these Bylaws appropriate to the subject matter to be agreed on, unless that notice is waived as provided in these Bylaws. The decision of a majority of the Unit Owners, or a larger percentage vote as otherwise may be required by the Act, the Declaration, the Articles, or these Bylaws (the decision to be evidenced by written response to be solicited in the notice), shall be binding on the membership. The notice shall set forth a time period within which responses must be made by the members, and responses received after that shall not be considered.

2.16 Minutes of Meetings. The minutes of all meetings of Unit Owners shall be kept in a book open to inspection at all reasonable times by any Association member, any authorized representative of the member, and Board members. The minutes shall be retained by the Association for a period of not less than seven years. Association members and their authorized representatives shall have the right to make or obtain copies at the reasonable expense, if any, of the Association member.

2.17 Order of Business. The order of business at annual meetings of members and, as far as practical, at other members' meetings, shall be:

- a. Collection of election ballots.
- b. Call to order.
- c. Election of a chairman of the meeting, unless the President or Vice President is present, in which case he or she shall preside.
- d. Calling of the roll, certifying of proxies, determination of a quorum.
- e. Proof of notice of meeting or waiver of notice.

- f. Reading and disposal of any unapproved minutes.
- g. Reports of Officers.
- h. Reports of committees.
- i. Appointment of inspectors of election.
- j. Determination of number of Directors.
- k. Election of Directors.
- l. Unfinished business.
- m. New business.
- n. Adjournment.

2.18 Actions Specifically Requiring Unit Owner Approval. The following actions require approval by the Unit Owners and may not be taken by the Board of Directors acting alone:

- a. Amendments to the Declaration, except those made by the Developer recording a Certificate of Surveyor, or as otherwise provided specifically in the Declaration.
- b. Merger of two or more independent condominiums of a single complex to form a single condominium.
- c. Purchase of land or recreation lease.
- d. Cancellation of grants or reservations made by the Declaration, a lease, or other document and any contract made by the Association before the transfer of control of the Association from the Developer to Unit Owners other than the Developer, that provides for operation, maintenance, or management of the Condominium Association or property serving the Unit Owners.
- e. Exercise of option to purchase recreational or other commonly used facilities lease.
- f. Providing no reserves, or less than adequate reserves.
- g. Recall of members of Board of Directors.
- h. Other matters contained in the Declaration, the Articles, or these Bylaws that specifically require a vote of the members.

III. DIRECTORS

3.1 Number and Qualifications. The affairs of the Association shall be managed initially by a Board of three Directors selected by the Developer. When Unit Owners other than the Developer are entitled to elect a majority of the Directors, the Board shall be composed of any odd number of Directors that the Board may decide. The number of Directors, however, shall never be less than three. Other than those selected by the Developer, Directors must be either Unit Owners, tenants residing in the Condominium, officers of a corporate Unit Owner, or partners of a partnership Unit Owner. No Director (except those selected by the Developer) shall continue to serve on the Board after ceasing to meet those requirements.

3.2 Election of Directors. Directors shall be elected at the annual meeting in the following manner:

- a. The Board of Directors shall be elected by written ballot or voting machine.
- b. Proxies shall not be used to elect the Board of Directors, except to elect replacement board members to fill vacancies occurring as a result of recall.
- c. The Association shall mail or deliver, whether separately or included in other mailings, a first notice of the date of the election to each Unit Owner no less than 60 days before the scheduled election. The Association shall mail or deliver to the Unit Owners at the addresses listed in the official records of the association a second notice of the election, ballot, and any information sheets timely submitted by the candidates no less than 14 days nor more than 34 days prior to the scheduled election. The second notice and accompanying documents shall not contain any communication from the Board that endorses, disapproves, or otherwise comments on any candidate.

3.3 Term. Each Director's term of service shall extend until the next annual meeting of the members and thereafter until his or her successor is duly elected and qualified or until he or she is removed in the manner provided in section 3.5. However, at any annual meeting after the Developer has relinquished control of the Association and in order to provide a continuity of experience, the members may vote to create classes of directorships having a term of one, two, or three years so that a system of staggered terms will be initiated.

3.4 Vacancies. Except for vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by majority vote of the remaining Directors. Any Director elected to fill a vacancy shall hold office only until the next election of Directors by the members, irrespective of the length of the remaining term of the vacating Director.

3.5 Removal. Any Director may be recalled and removed from office with or without cause by the affirmative vote or agreement in writing of a majority of all voting interests. A special meeting of the Unit Owners may be called for this purpose by 10% of the voting interests on giving notice of the meeting as required in these Bylaws. The notice shall state the purpose of the special

meeting. Any vacancy on the Board of Directors thus created shall be filled by the members of the Association at the same meeting. No Director shall continue to serve on the Board if, during the Board member's term of office, the Board member's membership in the Association is terminated for any reason.

3.6 Resignation. Any Director may resign at any time by sending or personally delivering a written notice of resignation to the Association, addressed to the Secretary. The resignation shall take effect on receipt of the notice by the Association, unless it states some fixed date in the resignation, and then from the date so fixed. Acceptance of a resignation shall not be required to make it effective.

3.7 Organizational Meeting. The organizational meeting of a newly elected Board of Directors shall be held within 10 days of the election at a place and time that shall be fixed by the Directors at the meeting at which they were elected and without further notice except notice to Unit Owners required by F.S. 718.112(2)(c). The Board of Directors may meet immediately following the meeting at which they are elected for the purpose of electing officers and changing banking resolutions without further notice, except for an announcement at the Unit Owners' meeting.

3.8 Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at a time and place as a majority of them shall determine from time to time. Notice of regular meetings, however, shall be given to each Director personally or by mail, telephone, or telegraph at least three days before the day named for the meeting with the notice of each meeting posted conspicuously on the Condominium property at least 48 continuous hours before the meeting, except in an emergency.

3.9 Special Meetings. Special meetings of the Board of Directors may be called by the President and, in his or her absence, by the Vice President, and must be called by the Secretary at the written request of one third of the Directors. Notice of the meeting shall be given personally or by mail, telephone, or telegraph. The notice shall state the time, place, and purpose of the meeting and shall be transmitted not less than three days before the meeting. A copy of the notice of any special meeting shall be posted conspicuously on the Condominium property at least 48 continuous hours before the meeting, except in an emergency. However, written notice of any meeting at which nonemergency special assessments or at which amendment to rules regarding unit use will be considered shall be mailed or delivered to Unit Owners and posted conspicuously on the Condominium property not less than 14 days prior to the meeting.

3.10 Waiver of Notice. Any Director may waive notice of a meeting before, at, or after the meeting and that waiver shall be considered equivalent to the giving of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of the meeting, except when the Director's attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.11 Quorum. A quorum at the meetings of the Directors shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a

quorum is present shall constitute the acts of the Board of Directors except when approval by a greater number of Directors is required by the Declaration, the Articles, or these Bylaws.

3.12 Adjourned Meetings. If there is less than a quorum present at any meeting of the Board of Directors, the majority of those present may adjourn the meeting until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting originally called may be transacted. Notice of the adjourned meeting, which shall include an identification of agenda items, shall be posted conspicuously on the condominium property at least 48 continuous hours preceding the meeting.

3.13 No Proxy. There shall be no voting by proxy at any meeting of the Board of Directors.

3.14 Presumed Assent. A Director present at any Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he or she votes against the action or abstains from voting because of an asserted conflict of interest.

3.15 Agreement or Disagreement of Action. A Director may submit in writing his or her agreement or disagreement with any action taken at a meeting that the Director did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

3.16 Attendance by Conference Telephone. When telephone conference is used, a telephone speaker shall be attached so that the discussion may be heard by the Board members and by any Unit Owners present in an open meeting. Board members utilizing telephone conference calls may be counted toward obtaining a quorum and may vote over the telephone.

3.17 Meetings Open to Members. Meetings of the Board of Directors shall be open to all Unit Owners to attend, observe, and speak with reference to all designated agenda items. Notice of any meeting in which assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and set out the nature of the assessments.

3.18 Presiding Officer. The presiding Officer at Board meetings shall be the President or, in his or her absence, the Vice President, and in his or her absence, the Directors present shall designate any one of their number to preside.

3.19 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book open to inspection by any Association member or the authorized representative of the member and Board members at all reasonable times. The Association shall retain these minutes for a period of not less than seven years. Association members and their authorized representatives shall have the right to make or obtain copies, at the reasonable expense, if any, of the Association member.

3.20 Executive Committee. The Board of Directors, by resolution, may appoint an executive committee to consist of three or more members of the Board. The executive committee

1. Three years after 50% of the units that will be operated ultimately by the Association have been conveyed to purchasers.

2. Three months after 90% of the units that will be operated ultimately by the Association have been conveyed to purchasers.

3. When all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business.

4. 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.

5. Seven years after recordation of the Declaration of Condominium, or, in the case of an Association that may ultimately operate more than one Condominium, seven years after recordation of the Declaration for the first Condominium it operates, or, in the case of an Association operating a phase condominium created under F.S. 718.403, seven years after recordation of the Declaration creating the initial phase, whichever occurs first. The Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least 5% in condominiums with fewer than 500 units, or 2% in condominiums with more than 500 units, of the units in a Condominium operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any developer-owned units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Directors.

3.24 Relinquishment of Control. At the time the Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and the Unit Owners shall accept control. Simultaneously, the Developer shall deliver to the Association at the Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer, including but not limited to those items specified in the Act, except the financial records described in 718.301(4)(c) which shall be delivered no more than 90 days thereafter. Nothing contained in these Bylaws shall be deemed to prevent the Developer from transferring control of the Association to Unit Owners other than the Developer before the occurrence of the events described in this subsection.

3.25 Failure to Elect Director Quorum. If the Association or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any Unit Owner may apply to the circuit court within whose jurisdiction the Condominium is situated for the appointment of a receiver to manage the affairs of the Association, in the manner prescribed in the Act. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all the powers and duties of a duly-constituted Board of Directors and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Act, the Declaration, the Articles, and these Bylaws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees, subject only to the approval by Unit Owners when that approval specifically is required. The powers and duties of the Board shall include, but shall not be limited to, the following:

4.1 Maintenance, Management, and Operation of Condominium Property. To acquire, own, hold, improve, manage, operate, maintain, repair, replace, convey, sell, lease, transfer, assign and otherwise dispose of property of any nature whatsoever, real, personal or mixed, tangible or intangible, in connection with this Corporation's affairs. To own, acquire, operate and maintain the common Surface Water Management System (as defined in the Declaration of Condominium).

4.2 Contract, Sue, or be Sued. The Association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all Unit Owners concerning matters of common interest, including but not limited to the common elements and commonly-used facilities.

4.3 Right of Access to Units. The Association has the irrevocable right of access to each Unit during reasonable hours as necessary for the maintenance, repair, or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to another Unit or Units.

4.4 Make and Collect Assessments. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

4.5 Lease, Maintain, Repair, and Replace the Common Elements. To maintain in good condition the Common Elements, and to repair or replace any portion thereof, if necessary. To lease any part of the Common Elements upon such terms that do not conflict with the Declaration, the Articles and these Bylaws. To own, acquire, operate and maintain the common Surface Water Management System (as defined in the Declaration).

4.6 Lien and Foreclosure for Unpaid Assessments. The Association has a lien on each Condominium parcel for any unpaid assessments with interest and for reasonable attorneys' fees, costs, and expenses incurred in the collection of the assessment or enforcement of the lien. It also has the power to purchase the Condominium parcel at the foreclosure sale and to hold, lease, mortgage, or convey it.

4.7 Purchase Unit. In addition to its right to purchase Units at a lien foreclosure sale, the Association generally has the power to purchase Units in the Condominium and to acquire, hold, lease, mortgage, and convey them.

4.8 Grant or Modify Easements. The Association, without the joinder of any Unit Owner, may grant, modify, or move any easement if the easement constitutes part of or crosses common elements.

4.9 Purchase Land or Recreation Lease. Any land or recreation lease may be purchased by the Association on the approval of two thirds of the voting interests of the Association.

4.10 Acquire Use Interest in Recreational Facilities. The Association may enter into agreements, acquire leaseholds, memberships, and other possessory or use interest in lands or facilities, such as country clubs, golf courses, marinas, and other recreational facilities, whether contiguous to the Condominium property or not if (1) they are intended to provide enjoyment, recreation, or other use or benefit to the Unit Owners and (2) if they exist or are created at the time the Declaration was recorded and are fully stated and described in the Declaration.

4.11 Acquire Title to Property. The Association has the power to acquire title to property or otherwise hold property for the use and benefit of its members.

4.12 Authorize Certain Amendments. If it appears that through a drafter's error in the Declaration that the common elements, common expenses, or common surplus has been stated or distributed improperly, an amendment to the Declaration correcting that error may be approved by the Board of Directors or a majority of the voting interests.

4.13 Adopt Rules and Regulations. The Association may adopt reasonable rules and regulations for the operation and use of the common elements, common areas, and recreational facilities serving the Condominium.

4.14 Maintain Official Records. The Association shall maintain all of the records, when applicable, set forth in Article IX of these Bylaws, which shall constitute the official records of the Association.

4.15 Obtain Insurance. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property, and the Condominium property.

4.16 Furnish Annual Financial Reports to Members within 60 days following the end of the fiscal year.

4.17 Give Notice of Liability Exposure. If the Association may be exposed to liability in excess of insurance coverage in any legal action, it shall give notice of the exposure to all Unit Owners, who shall have the right to intervene and defend.

4.18 Provide Certificate of Unpaid Assessment. Any Unit Owner or unit mortgagee has the right to request from the Association a certificate stating all assessments and other monies owed to the Association with respect to the Condominium parcel.

4.19 Pay Annual Fee to the Division of Florida Land Sales, Condominiums, and Mobile Homes for Each Residential Unit Operated by the Association.

4.20 Contract for Operation, Maintenance, and Management of the Condominium. To employ such persons or contract with such independent contractors or agents as shall be reasonably required or appropriate, in the reasonable judgment of the Board of Directors, in order for the Association to carry out, perform and discharge all or any part of its duties, obligations and responsibilities pursuant to the Declaration of Condominium and these Articles.

4.21 Pay Taxes or Assessments Against Property Owned by the Association.

4.22 Pay Costs of Utilities Service Rendered to the Condominium and Association Property and Not Billed Directly to Individual Unit Owners.

4.23 Appoint Officers. To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer or director of the Association in any capacity whatsoever.

4.24 Impose Fines. The Board of Directors may impose fines on Unit Owners in reasonable sums as the Board may deem appropriate, not to exceed \$100 for violations of the Declaration, these Bylaws, or lawfully adopted rules and regulations, by Owners, their guests, invitees, or tenants. See 7.9.

4.25 Suspend Approval for Delinquent Unit Owner. The Board of Directors may disapprove the prospective tenant of any Unit Owner as long as the Unit Owner is delinquent in the payment of assessments for Common Expenses.

4.26 Authorize Private Use of the Common Elements. The Board of Directors may authorize Unit Owners or others to use portions of the Common Elements, such as social rooms and meetings rooms, for private parties and gatherings. Reasonable charges may be imposed provided a lease is entered into between the Association and the Unit Owner.

4.27 Repair or Reconstruct Improvements After Casualties.

4.28 Limited Power to Convey Common Elements. The Board of Directors shall have a limited power to convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion or other public purposes, whether negotiated or as a result of eminent domain proceedings.

4.29 Respond to Inquiries. When a Unit Owner files a written inquiry by certified mail with the Board of Directors, the Board shall respond in writing to the Unit Owner within thirty days of receipt of the inquiry. The response shall give a substantive response to the inquiring Unit Owner,

notify the Unit Owner that a legal opinion has been requested or notify the Unit Owner that advice has been requested from the Division. If the Board requests advice from the Division, it shall within ten days of receipt of such advice, provide a written substantive response to the Unit Owner. If the Board requests a legal opinion, it shall, within sixty days after receipt of the inquiry, provide a written substantive response to the Unit Owner. The Board of Directors shall only be obligated to respond to one written inquiry per unit in any given 30-day period. Failure to provide a substantive response to a Unit Owner's inquiry as provided herein, precludes the Board of Directors from recovering attorneys' fees and costs in any subsequent litigation or proceeding arising out of the inquiry.

4.30 Other Powers. To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to members in the Declaration or Articles.

V. OFFICERS

5.1 Executive Officers. The executive Officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary, and an Assistant Secretary. The Officers shall be elected annually by the Board of Directors and may be removed without cause at any meeting by a vote of a majority of all of the Directors. A person may hold more than one office except that the President may not also be the Secretary or Assistant Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect other Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 President. The President shall be the chief executive Officer of the Association. He or she shall have all of the powers and duties that usually are vested in the office of President of an association, including but not limited to the power to appoint committees from among the members to assist in the conduct of the affairs of the Association as he or she may determine appropriate. The President shall preside at all meetings of the Board.

5.3 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He or she also shall assist the President and exercise those other powers and perform those other duties as shall be prescribed by the Directors.

5.4 Secretary and Assistant Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He or she shall attend to the serving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of an Association and as may be required by the Directors or the President. The Assistant Secretary shall support the Secretary and shall perform the Secretary's duties in the Secretary's absence.

5.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He or she shall keep books of account for the Association in accordance with good accounting practices, that, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer. All money and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

5.6 Compensation. The compensation, if any, of all Officers and other employees of the Association shall be fixed by the Board of Directors. This provision shall not preclude the Board from employing a Director as an employee of the Association or preclude contracting with a Director for the management of the Condominium.

VI. FISCAL MANAGEMENT

6.1 Board Adoption of Budget. The Board of Directors shall adopt a budget for the common expenses of the Association in advance of each fiscal year at a special meeting of the Board called for that purpose at least 45 days before the end of each fiscal year.

6.2 Budget Requirements. The proposed annual budget of common expenses shall be detailed and shall show the amount budgeted by accounts and expense classifications, including, when applicable, but not limited to:

- a. Administration of the Association.
- b. Management fees.
- c. Maintenance.
- d. Rent for recreational and other commonly used facilities.
- e. Taxes on Association property.
- f. Taxes on leased areas.
- g. Insurance.
- h. Security provisions.
- i. Other expenses.
- j. Operating capital.
- k. Fees payable to the Division of Florida Land Sales, Condominiums, and Mobile

Homes.

1. Reserve accounts for capital expenditures and deferred maintenance, including, but not limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula based on estimated remaining useful life and estimated replacement cost of each reserve item. Reserves must be included in the proposed annual budget but may be reduced or waived if by vote of the majority of the members present at a duly called meeting of the Association they shall determine for a fiscal year to provide no reserves or reserves less adequate than required by F.S. 718.112(2)(f). If a meeting of the Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and the result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect.

6.3 Notice of Budget Meeting. The Board of Directors shall mail a meeting notice and copies of the proposed annual budget to the Unit Owners not less than 14 days before the meeting at which the budget will be considered. The meeting shall be open to all the Unit Owners.

6.4 Member Rejection of Excessive Budget. If a budget adopted by the Board of Directors requires assessments against the Unit Owners in any fiscal year exceeding 115% of the assessment for the previous year, the Board, on written application of 10% of the voting interests, shall call a special meeting of the Unit Owners within 30 days. The special meeting shall be called on not less than 14 days' written notice to each Unit Owner. At the special meeting, Unit Owners shall consider and adopt a budget, which adoption requires an affirmative vote of not less than a majority of all voting interests. If, at the special meeting, a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled. Provisions for reasonable reserves for repair or replacement of the Condominium property, nonrecurring expenses, and assessments for betterment to the Condominium property shall be excluded from the computation in determining whether assessments exceed 115% of similar assessments in the previous year.

6.5 Budget Restraints on Developer. As long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than 115% of the previous year's assessment without approval of a majority of all voting interests other than those held by the Developer.

6.6 Accounting Records and Reports. The Association shall maintain accounting records in the county in which the Condominium is located, according to good accounting practices. The records shall be open to inspection by any Association member or the authorized representative of the member at all reasonable times. The records shall include, but are not limited to:

a. Accurate, itemized, and detailed records of all receipts and expenditures.

b. A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each assessment, the amount paid on the account, and the balance due.

c. All audits, reviews, accounting statements, and financial reports of the Association or Condominium.

d. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one year. Within 60 days after the end of each fiscal year, the Board of Directors shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous 12 months.

6.7 Depository. The depository of the Association shall be those banks or savings and loan associations, state or federal, located in Florida, as shall be designated from time to time by the Board of Directors and in which the money for the Association shall be deposited. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons authorized by the Board of Directors.

VII. ASSESSMENTS AND COLLECTION

7.1 Assessments. Generally. Assessments shall be made against the Units not less frequently than quarterly in the discretion of the Board of Directors. The assessments shall be made in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The assessment funds shall be collected against Units in the proportions or percentages provided in the Declaration.

7.2 Special Assessments. The specific purpose or purposes of any special assessment, including emergency assessments, that cannot be paid from the annual assessment for common expenses, as determined by the Board of Directors, shall be set forth in a written notice of the assessment sent or delivered to each Unit Owner. The notice shall be sent or delivered within the time before the payment or initial payment thereunder shall be due, as may be reasonable or practicable in the circumstances. Special assessments shall be paid at the times and in the manner that the Board may require in the notice of the assessment. The funds collected under a special assessment shall be used only for the specific purpose or purposes set forth in the notice, or returned to the Unit Owners. Excess funds may be used to reduce the next year's annual assessments. On completion of the specific purpose or purposes, however, any excess funds shall be considered common surplus.

7.3 Charges for Other than Common Expenses. Charges by the Association against individual members for other than common expenses shall be payable in advance and the billing and collection thereof may be administered by the Association. Charges for other than common expenses may be made only after approval of a member or when expressly provided for in the Declaration or other Condominium documents. These charges may include, without limitation, charges for the use of the Condominium property or recreation area, maintenance services furnished at the expense of a member, and other services furnished for the benefit of a member.

7.4 Liability for Assessments. Each Unit Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable

for all assessments that come due while he or she is the Unit Owner. The Unit Owner and grantee are jointly and severally liable for all unpaid assessments that came due up to the time of transfer of title. A first mortgagee or its successor or assignee who acquires title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title is limited to the lesser of:

- a. the unit's unpaid common expenses and regular periodic assessments that accrued or came due during the six months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or
- b. one percent of the original mortgage debt.

The provisions of this paragraph shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee.

A Unit Owner's liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made.

7.5 Assessments: Amended Budget. If the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the year for which an amended assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended assessment. The budget shall not be amended for emergency or special nonrecurring expenses.

7.6 Collection: Interest. Application of Payment. Assessments and installments on them, if not paid within 10 days after the date they become due, shall bear interest at the highest rate allowable by law until paid. All assessment payments shall be applied first to interest and then to the assessment payment due.

7.7 Lien for Assessment. The Association has a lien on each Condominium parcel to secure the payment of assessments. The lien is effective for one year after the claim of lien is recorded in the public records of Charlotte County unless, within that time, an action to enforce the lien is commenced. The claim of lien shall secure all unpaid assessments that are due and that may accrue after the recording of the claim of lien and before the entry of a certificate of title, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. The lien is subordinate to any mortgage on the Condominium parcel recorded before it.

7.8 Collection: Suit. Notice. The Association may bring an action to foreclose any lien for assessments in the manner that a mortgage of real property is foreclosed. It also may bring an

action to recover a money judgment for the unpaid assessment without waiving any claim of lien. The Association shall give notice to the Unit Owner of its intention to foreclose its lien at least 30 days before the foreclosure action is filed. The notice shall be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address.

7.9 Fines. Before levying a fine under section 4.25, the Board of Directors shall afford an opportunity for hearing to the party against whom the fine is sought to be levied, after reasonable notice of not less than 14 days. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. The notice shall include:

- a. a statement of the date, time and place of the hearing;
- b. a statement of the provisions of the Declaration, these Bylaws, and lawfully adopted rules and regulations that have allegedly been violated; and
- c. a short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved to the Board of Directors and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. Each day of violation shall be a separate violation. The affected Unit Owner, whether the offending party or not, shall always be given notice of the hearing. No fine shall become a lien against a Unit. No fines may be levied against unoccupied Units.

VIII. ASSOCIATION CONTRACTS, GENERALLY

8.1 Fair and Reasonable: Cancellation. Any contracts made by the Association before the Unit Owners assume control from the Developer must be fair and reasonable. All contracts for the operation, maintenance, or management of the Association or property serving the Unit Owners, made by the Association, whether before or after assumption of control of the Association by the Unit Owners, must not be in conflict with the powers and duties of the Association or the rights of the Unit Owners. Contracts made by the Association before the Unit Owners assume control may be canceled by the Unit Owners after assumption of control in the manner and under the circumstances as provided in the Act.

8.2 Laundry-Related Vending Equipment. The Developer may obligate the Association under lease or other contractual arrangements for laundry-related vending equipment. The leases or agreements for the vending equipment may not be subject to cancellation by Unit Owners other than the Developer if those leases or agreements contain certain provisions as prescribed by the Act.

8.3 Escalation Clauses in Management Contracts Prohibited. No management contract entered into by the Association shall contain an escalation clause, since they have been declared to be against the public policy of the state of Florida.

8.4 Requirements for Maintenance and Management Contracts. Written contracts for operation, maintenance, and management entered into by the Association must contain certain elements in order to be valid and enforceable. These include, but are not limited to:

- a. Specification of the services, obligations, and responsibilities of the service provider.
- b. Specification of costs for services performed.
- c. An indication of frequency of performance of services.
- d. Specification of minimum number of personnel to provide the contracted services.
- e. The disclosure of any financial or ownership interest that the Developer has in the service provider, if the Developer is in control of the Association.

IX. ASSOCIATION OFFICIAL RECORDS

The Association, from its inception, shall maintain each of the following items when applicable, which shall constitute the official records of the Association:

- a. A copy of the plans, permits, warranties, and other items provided by the Developer under F.S. 718.301(4).
- b. A photocopy of the recorded Declaration of each Condominium operated by the Association and all amendments thereto.
- c. A photocopy of the recorded Bylaws of the Association and all amendments thereto.
- d. A certified copy of the Articles of Incorporation of the Association and all amendments thereto.
- e. A copy of the current rules of the Association.
- f. A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than seven years.
- g. A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and, if known, telephone numbers. Additionally, the Association may require a copy of the deed or other instrument showing each Unit's ownership, together with a copy of any mortgage on the Unit and any satisfaction of that mortgage.
- h. All current insurance policies of the Association and Condominiums operated by the Association.

- i. A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility.
- j. Bills of sale or transfer for all property owned by the Association.
- k. The accounting records required in 6.7, plus the year end financial information required by 718.111, Florida Statutes.
- l. Ballots, sign-in sheets, and voting proxies, which shall be maintained for a period of one year from the date of the election, vote, or meeting to which the proxy relates.
- m. All rental records when the Association is acting as agent for the rental of Condominium Units.
- n. A copy of the current Frequently Asked Questions and Answers Sheet in a form adopted by the Division of Florida Land Sales, Condominiums, and Mobile Homes.
- o. All other records of the Association not specifically included in the foregoing that are related to the operation of the Association.

The official records of the Association shall be maintained within the state of Florida and shall be open to inspection by any Association member or the authorized representative of the 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 Association member. The Association shall provide the records within 10 working days after receipt of a written request. The failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records for inspection. Copies of the Declaration, Articles of Incorporation, Bylaws, rules, and all amendments to each of the foregoing, as well as the question and answer sheet provided for in F.S. 718.504, shall be made available to Unit Owners and prospective purchasers on payment by Unit Owners and prospective purchasers of the actual costs for preparing and furnishing these documents to those requesting the same.

X. OBLIGATIONS OF OWNERS

10.1 Violations, Notice, Actions. In the case of a violation (other than the nonpayment of an assessment) by a Unit Owner of any of the provisions of the Act, the Declaration, the Articles, these Bylaws, or any lawfully adopted rules and regulations, the Association by direction of its Board of Directors may transmit to the Unit Owner by certified mail, return receipt requested, a notice of the violation. If the violation shall continue for a period of 30 days from the date of the notice, the Association shall have the right to treat the violation as an intentional and material breach of the provision cited in the notice. It then, at its option, may take the following actions:

- a. File an action to recover for its damages on behalf of the Association or on behalf of other Unit Owners.
- b. File an action for injunctive relief requiring the offending Unit Owner to take or desist from taking certain actions.
- c. File an action for both damages and injunctive relief.

A Unit Owner may bring an action against the Association or any Director for damages, injunctive relief, or both, if the Association or Director willfully and knowingly fails to comply with the provisions of the Act, the Declaration, the Articles, these Bylaws, or the rules and regulations.

The foregoing action may be taken in addition to the Association's right to impose fines under section 4.25 of these Bylaws.

10.2 Attorneys' Fees. In any action brought under the provisions of section 10.1, the prevailing party is entitled to recover reasonable attorneys' fees.

10.3 No Waiver of Rights. Neither a Unit Owner nor the Association may waive a provision of the Act if that waiver would adversely affect the rights of a Unit Owner or the purposes of the provision, except that Unit Owners or Board members may waive notice of specific meetings in writing.

10.4 Certificate of Compliance. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board of Directors as evidence of compliance of the Units to the applicable fire and life safety code.

XI. ARBITRATION OF INTERNAL DISPUTES

All issues or disputes that are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for mediation or arbitration shall be resolved through the alternative dispute resolution procedures instead of civil litigation.

XII. LIABILITY SURVIVES MEMBERSHIP TERMINATION

Termination of membership in the Association shall not relieve or release a former member from any liability or obligation incurred with respect to the Condominium during the period of membership nor impair any rights or remedies that the Association may have against the former member arising out of membership and his or her covenants and obligations incident to that membership.

XIII. LIMITATIONS ON UNIT OWNER LIABILITY FOR USE OF COMMON ELEMENTS

Each Unit Owner may be personally liable for the acts or omissions of the Association relating to the use of the Common Elements. That liability shall be shared with other Unit Owners in the same percentages as their respective interests in the Common Elements. No individual Unit Owner's liability shall exceed the value of his or her Unit.

XIV. PARLIAMENTARY RULES

ROBERT'S RULES OF ORDER (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Act, the Declaration, the Articles, or these Bylaws.

XV. RULES AND REGULATIONS

15.1 Board May Adopt. The Board of Directors from time to time may adopt and amend reasonable rules and regulations governing the details of the use and operation of the Common Elements, Association property, and recreational facilities serving the Condominium.

15.2 Posting and Furnishing Copies. A copy of the rules and regulations adopted from time to time by the Board of Directors, and any amendments to existing rules and regulations, shall be posted in a conspicuous place on the Condominium property and a copy furnished to each Unit Owner. No rule, regulation, or amendment shall become effective until 30 days after posting, except in the case of an emergency, in which case the rule, regulation, or amendment shall become effective immediately on posting.

15.3 Limitations on Authority. The Board of Directors may not unreasonably restrict any Unit Owner's right to peaceably assemble or to invite public officers or candidates for public office to appear and speak in Common Elements, Association property, common areas, and recreational facilities. The Board may not deny any resident of the Condominium, whether tenant or owner, access to any available franchised or licensed cable television service or exact a charge or anything of value in excess of charges normally paid for like services by residents of single-family homes within the same franchise or license area.

15.4 Reasonableness Test. Any rule or regulation created and imposed by the Board of Directors must be reasonably related to the promotion of the health, happiness, and peace of mind of the Unit Owners and uniformly applied and enforced.

XVI. RESTRICTIONS ON AND REQUIREMENTS FOR USE, MAINTENANCE, AND APPEARANCE OF UNITS

16.1 Where Contained. Restrictions on the use, maintenance, and appearance of the individual Condominium Units shall be as stated in the Declaration and no amendments to the restrictions shall be contained elsewhere than in the Declaration as adopted by a vote of the Unit Owners conducted in the manner prescribed in these Bylaws.

16.2 Tests for Validity of Restrictions. Restrictions contained in the Declaration and any amendments duly adopted by a vote of the Unit Owners shall be valid and in the nature of covenants running with the land, unless it is shown that they (1) are wholly arbitrary in their application; (2) are in violation of public policy; or (3) abrogate some fundamental constitutional right.

XVII. PRIORITIES IN CASE OF CONFLICT

In the event of conflict between or among the provisions of any of the following, the order of priorities shall be, from highest priority to lowest:

- a. The Act, as it existed on the date of recording the Declaration.
- b. The Declaration.
- c. The Articles.
- d. These Bylaws.
- c. The rules and regulations.

XVIII. INDEMNIFICATION

Every Officer and Director of the Association shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys' fees incurred and imposed in connection with any proceedings to which he or she may be a party, or in which he or she may become involved by reason of being or having been an Officer or Director of the Association, whether or not an Officer or Director at the time the expenses are incurred. The Officer or Director shall not be indemnified if adjudged guilty of gross negligence or willful misconduct or if he or she shall have breached the fiduciary duty to the members of the Association. The Association shall not be liable, however, for payment of a voluntary settlement unless it is first approved by the Board of Directors. The foregoing rights shall be in addition to and not exclusive of all other rights to which the Director or Officer may be entitled.

XIX. DEFECTIVE CONDOMINIUM DOCUMENTS; CURATIVE PROVISIONS

Under F.S. 718.110(10), the Association or a Unit Owner may petition the circuit court having jurisdiction in the county in which the Condominium property is situated to correct an error or omission in the Declaration or any other documents required to establish the Condominium, affecting its valid existence, and which errors or omissions are not correctable by the amendment procedures in the Declaration or the Act. In any case, after three years from the filing of the Declaration, it shall be deemed to be effective under the Act to create a Condominium, whether in fact it substantially complies with the mandatory requirements of the Act or not.

XX. AMENDMENTS

Amendments to these Bylaws shall be proposed and adopted in the following manner:

20.1 Notice. The proposal to amend the existing bylaw shall be included in the notice of any meeting at which the proposed amendment is to be considered. Proposals to amend existing bylaws shall contain the full text of the bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw. See bylaw ____ for present text."

20.2 Adoption. An amendment may be proposed either by a majority of the Board of Directors or by not less than one third of the voting interests of the Association. The amendment shall be adopted if it is approved by not less than two thirds of the voting interests of the Association.

20.3 Limitation. No amendment shall be made that is in conflict with the Act or the Declaration, nor shall any amendment abridge, alter, or amend the rights of the Developer or mortgagees of Units without their consent. No amendment that would affect the ownership, operation or maintenance of the common Surface Water Management System, shall be effective unless prior written approval is obtained from the Southwest Florida Water Management District.

20.4 Recording. A copy of each amendment shall be attached to or included in a certificate certifying that the amendment was duly adopted as an amendment of the Bylaws. The certificate, which shall identify the first page of the book and page of the public records where the Declaration of each Condominium operated by the Association is recorded, shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary 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 the county where the Declaration is recorded.

20.5 Format. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF BYLAW. SEE BYLAW NUMBER FOR PRESENT TEXT."

XXI. CONSTRUCTION

Whenever the context permits or requires, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.



Clerk of the Court
P.O. Box 510156
Punta Gorda, FL. 33951
(941) 474-1220



Print Date:

Charlotte County Transaction #: 545458

12/5/2005 4:37:46 PM

Receipt #: 2006009307

Cashier Date: 12/5/2005 4:37:43 PM

(JUDYS)

Customer Information	Transaction Information	Payment Summary
(1354) HANEWINCKEL, DEAN 2650 S MCCALL ROAD ENGLEWOOD, FL 34224	Date Received: 12/05/2005 Source Code: Englewood Q Code: Englewood Return Code: Mail Trans Type: Recording Agent Ref Num:	Total Fees \$681.50 Total Payments \$681.50

1 Payments

 CHECK 2748	\$681.50
--	----------

1 Recorded Items

 (CND) Declaration of Condominium	BK/PG: 2862 / 600 CFN: 1487397 Date: 12/5/2005 4:35:21 PM From: BOULDER POINTE CONDOMINIUM To:
Recording @ 1st=\$10 Add'l=\$8.50 ea.	80 \$681.50
Indexing @ 1st 4 Names Free, Addt'l=\$1 ea.	1 \$0.00

0 Search Items**0 Miscellaneous Items**

**1st AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
BOULDER POINTE CONDOMINIUM
ADDING SURVEYOR'S CERTIFICATE OF SUBSTANTIAL COMPLETION FOR
BUILDING 1 AND THE CONSENT AND JOINDER OF THE MORTGAGE
HOLDERS TO THE FILING OF DECLARATION OF CONDOMINIUM**

Page III, LLC, an Indiana limited liability company, pursuant to authority reserved in the Declaration of Condominium for Boulder Pointe Condominium, which declaration is recorded at Official Records Book 2862, Page 600, et seq., of the Public Records of Charlotte County, Florida, and pursuant to authority set forth in Chapter 718, Florida Statutes, does hereby amend the above-referenced Declaration of Condominium to add as an Exhibit to such Declaration of Condominium, the Surveyor's Certificate of Substantial Completion for Building 1 and the Consent and Joinder of the mortgage holders to the filing of the Declaration, which is attached hereto and incorporated herein by reference.

Executed this 20th day of August, 2007.



Return To:
Tropical Title Ins. Agency, Inc.
660 9th St. North, Suite 3
Naples, Florida 34102

Print Name: ELIZABETH ENLOW

Print Name: CATHERINE Smith

State of Indiana
County of Marion

Page III, LLC, an Indiana limited liability company,
by its managing Member: Page Real Estate
Development, LLC, an Indiana limited liability
company, by its co-managers

By:

Peter J. Page,
It's Co-Manager

By:

Paul M. Pittman,
It's Co-Manager

The foregoing instrument was acknowledged before me this 20th day of August, 2007, by Peter J Page and Paul M Pittman, as Co-Managing Members of Page Real Estate Development, LLC, an Indiana limited liability company, the Managing Member of Page III, LLC, an Indiana limited liability company, the company named in the foregoing instrument, with due authority on behalf of said company and are personally known to me and who did not take an oath.

seal

Notary Public

Notary Printed Name: ELIZABETH ENLOW

My Commission Expires: 22 APRIL 2015

Prepared by:
Page III, LLC
333 East Ohio Street, Suite 200
Indianapolis, IN 46204

BARBARA T. SCOTT, CLERK, CHARLOTTE COUNTY
OR BOOK 3203, PGS 327-351 25 pg(s)
INSTR # 1696891
Doc Type CND, Recorded 08/23/2007 at 02:59 PM
Rec. Fee: \$214.00
Cashiered By: NANCYLA Doc. #:1

25

**CONSENT AND JOINDER TO FILING
OF DECLARATION OF CONDOMINIUM**

Whereas, Brooks Williams is the owner and holder of that certain mortgage from Page III, LLC, an Indiana limited liability company to Brooks Williams dated September 2, 2003 and recorded September 15, 2003 in OR Book 2306, Page 1033; Subordination Agreement recorded in OR Book 2597, Page 715 and Mortgage and Debt Subordination Agreement recorded in OR Book 3026, Page 342, and

Whereas, the real estate subject to the aforementioned Mortgage has been submitted to the condominium form of ownership as the Boulder Pointe Condominium; and

Whereas, Brooks Williams desires to evidence his consent to the filing of the Declaration of Condominium;

Now therefore, in consideration of the premises and other good and valuable consideration to it in hand paid, Brooks Williams does consent to the Declaration of Condominium for Boulder Pointe Condominium, and does likewise consent to the establishment of the condominium form of ownership for the condominium property described therein in accordance with the provisions of the aforementioned Declaration of Condominium in accordance with the laws of the State of Florida. It being the intention of Brooks Williams to fully consent thereto in all respects required by Section 718.104(3), Florida Statutes, in force on the date of the execution of these presents.

In witness whereof, Brooks Williams has caused these presents to be duly executed this 10 day of August, 2007.

By: Brooks Williams
Brooks Williams

Witness

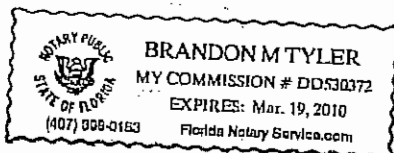
Witness

State of Florida

County of Sarasota

The foregoing instrument was acknowledged before me this 10 day of August, 2007, by Brooks Williams, who 1) is personally known to me or 2) provided a Florida driver license as identification and and who did not take an oath.

Seal



Notary Public

Print Name:

My commission expires:

Brandon M Tyler
Mar. 19, 2010

**CONSENT AND JOINDER TO FILING
OF DECLARATION OF CONDOMINIUM**

Whereas, Fifth Third Bank, Successor by Merger to First National Bank of Florida, Successor by Merger to Southern Community Bank of Southwest Florida, is the owner and holder of that certain mortgage from Page III, LLC, an Indiana limited liability company to Fifth Third Bank, Successor by Merger to First National Bank of Florida, Successor by Merger to Southern Community Bank of Southwest Florida, dated June 13, 2006 and recorded June 18, 2006 in OR Book 2250, on Page 1302; Mortgage Modification Spreader Agreement and Notice of Future Advance #1 (and to include additional property) dated August 29, 2003 and recorded in OR Book 2306, Page 1025; further modified by a Mortgage Modification and Notice of Future Advance #2 recorded in OR Book 2597, Page 715; Mortgage Modification recorded in OR Book 2597, Page 721; Assignment of Lease, Rents and Profits recorded in OR Book 2597, Page 728; UCC-1 Financing Statement recorded in OR Book 2597, Page 734; Mortgage Modification and Notice of Future Advance #3 recorded in OR Book 3026, Page 335 and Debt Subordination Agreement recorded in OR Book 3026, Page 342, and

Whereas, the real estate subject to the aforementioned Mortgage has been submitted to the condominium form of ownership as the Boulder Pointe Condominium; and

Whereas, Fifth Third Bank desires to evidence its consent to the filing of the Declaration of Condominium;

Now therefore, in consideration of the premises and other good and valuable consideration to it in hand paid, Fifth Third Bank by and through its authorized officer does consent to the Declaration of Condominium for Boulder Pointe Condominium, and does likewise consent to the establishment of the condominium form of ownership for the condominium property described therein in accordance with the provisions of the aforementioned Declaration of Condominium in accordance with the laws of the State of Florida. It being the intention of Fifth Third Bank to fully consent thereto in all respects required by Section 718.104(3), Florida Statutes, in force on the date of the execution of these presents.

In witness whereof, Fifth Third Bank has caused these presents to be duly executed by its authorized officer this 10 day of August, 2007.

Fifth Third Bank, Successor by Merger to
First National Bank of Florida, Successor by Merger to
Southern Community Bank of Southwest Florida

By: [Signature]
Marcus Rosbrugh
Asst Vice President

[Signature]
Witness

[Signature]
Witness

State of Florida County of Collier

The foregoing instrument was acknowledged before me this 10th day of August, 2007, by Marcus Rosbrugh, Vice President of Fifth Third Bank, who is personally known to me and who did not take an oath.

Seal



[Signature]
Notary Public
Print Name: Kristy England
My commission expires: 10/6/08 m

Budget

Boulder Pointe of Manasota Key Condominium Association, Inc

2011 Budget

Unapproved

Boulder Pointe Budget 2011

\$2,750.00 2011 Quarterly Dues

\$2,112.56 2011 Projected Surplus

2011	2010	2010
Budget	Actuals	Budget

Ordinary Income/Expense

Income

Refund from Waste Management

13,945.05

Income

Late Fees/Fin. Charges

187.64

Maintenance Fees

209,000.00 201,562.14 208,999.80

P/Y Operating Surplus/(Deficit)

2,115.99 -21,695.19 -21,695.19

Total Income

211,115.99 180,054.59 187,304.61

Total Income

211,115.99 193,999.64 187,304.61

Expense

2010 A/P

12,912.00

Improvements

Security gate & fencing

13,012.00

Electrical for gate & sign light

1,500.00

Electrical for improved lightin

1,000.00

Landscaping: Sod, mulch, etc

4,325.00

Landscaping: Walkways, pave

1,774.00

Landscaping: Design

200.00

Landscaping: Planting per De

4,500.00

Building Repair & Painting (2)

1,424.38

Total Improvements

27,735.38

Administrative

Bank Charge

0.00

12.00

185.00

Postage

176.00

180.08

79.00

Division Fees

76.00

76.00

150.00

Elevator Permits and Inspecti

225.00

225.00

225.00

Fees/Licenses/Regulatory Cor

686.25

561.25

250.00

Finance Charge

1,596.00

1,561.65

145.44

Legal and Professional Fees (

7,500.00

1,500.00

500.00

Management

9,250.00

9,200.00

9,000.00

Office Expense & Accounting

3,148.24

3,725.62

4,600.00

Tax Preparation

150.00

388.00

500.00

Total Administrative

22,807.49

17,429.60

15,634.44

Building

Repair of Tower

2,500.00

Cleaning and Maintenance

3,200.00

3,188.92

3,000.00

Elevator Service Contracts

9,254.00

10,199.50

11,500.00

Pest Control

500.00

678.00

900.00

Total Building

12,954.00

16,566.42

15,400.00

Grounds & Landscaping

Pool and Spa Services

6,540.00

6,542.63

7,325.00

Lawnservice and Landscaping

11,448.00

11,439.91

9,000.00

Total Grounds & Landscaping

17,988.00

17,982.54

16,325.00

Boulder Pointe of Manasota Key Condominium Association, Inc
2011 Budget

Unapproved

	2011	2010	2010
	Budget	Actuals	Budget
Insurance (4)			
Equipment		523.18	523.00
Director's & Officer's Liab.		293.00	
Fidelity Bond		101.00	270.00
Flood	48,617.80	44,198.00	41,982.00
Liability, Property, D&O, Crime	7,185.00	7,185.00	7,166.04
Wind Insurance	10,188.20	9,262.00	8,123.00
Property		6,924.05	
Total Insurance	65,991.00	68,486.23	58,064.04
Reserve			
Roofing	2,692.28	2,692.31	2,692.31
Painting	5,833.36	5,833.33	5,833.33
Paving	1,300.12	1,300.00	1,300.00
Elevator	384.68	384.62	384.62
Pool and Tennis Courts	4,525.12	4,525.00	4,525.00
Total Reserve	14,735.56	14,735.26	14,735.26
Utilities			
Fire Monitoring Services	7,000.00	3,839.91	5,250.00
FPL			
FPL 5060	3,924.00	3,925.84	
FPL 5056	1,452.00	1,457.20	
FPL 5050	3,660.00	3,660.01	
FPL 91306 Fire Pump	144.00	111.55	
FPL - Other		0.00	14,200.00
Total FPL	9,180.00	9,154.60	14,200.00
Trash Removal		54.98	
Verizon Telephone	6,408.00	6,540.80	8,900.00
Comcast Bulk Service	7,968.00	7,958.82	7,800.00
Water & Sewer			
EWD IRR	3,408.00	3,400.33	
EWD Fire	228.00	224.68	
EWD House	12,600.00	12,597.48	
Water & Sewer - Other		0.00	19,000.00
Total Water & Sewer	16,236.00	16,222.49	19,000.00
Total Utilities	46,792.00	43,771.60	55,150.00
Total Expense	209,003.43	191,883.65	175,308.74
Net Ordinary Income	2,112.56	2,115.99	11,995.87
Net Income	2,112.56	2,115.99	11,995.87

Boulder Pointe of Manasota Key Condominium Association, Inc
2011 Budget

Unapproved

Boulder Pointe Reserves*	
*Amounts do no include accrued interest	
	2011
	Activity
Beginning Balance	
Roofing	5,384.56
Painting	11,666.72
Paving	2,600.24
Elevator	769.36
Pool and Tennis Courts	9,050.24
Total Beginning Reserve	29,471.12
Income - 2011	
Roofing	2,692.28
Painting	5,833.36
Paving	1,300.12
Elevator	384.68
Pool and Tennis Courts	4,525.12
Total Income	14,735.56
Expenses - 2011	
Roofing	0.00
Painting	17,500.08
Paving	0.00
Elevator	0.00
Pool and Tennis Courts	0.00
Total Expenses	17,500.08
Ending Balance	
Roofing	8,076.84
Painting	0.00
Paving	3,900.36
Elevator	1,154.04
Pool and Tennis Courts	13,575.36
Total Ending Reserve	26,706.60

Boulder Pointe of Manasota Key Condominium Association, Inc
2011 Budget

Unapproved

Building Repair & Painting Special Assessment		\$2,000 Special Assessment per unit
Income		
Special Assessment		\$38,000
Painting Reserve through 2011		\$17,500
Total Income		<u>\$55,500</u>
Expenses		
Stairwell Painting		\$2,174
Building Repair & Painting		\$54,750
Total Expenses		<u>\$56,924</u>
Net Income		(\$1,424)

\$83,236 TOTAL Improvements

	Amount	Description. Status.
Contract initiated	\$1,500	Electrical: Run power out to sign for sign lighting and security gate.
Estimate	\$1,000	Electrical: Adjust and add lighting as necessary to light guest parking, mailboxes, walkways. Add asthetic lighting.
Contract initiated	\$13,012	Install decorative security gate and 50' of fence north of driveway, matching gate and pool fencing.
Contract initiated	\$4,325	Replace grass, beach-side. Work ready to commence.
Complete	\$2,175	Paint stairwell floors.
Quoted	\$200	Landscape Design
Guestimate	\$4,500	Landscaping (planting per landscape design plan)
Quoted	\$54,750	Waterproof building, repair cracks, paint buildings
Complete	\$1,774	Walkways, pavers for BBQ area