

88-00

DECLARATION OF CONDOMINIUM  
TENNIS OASIS TOWNHOUSE CONDOMINIUM I

Tennis Oasis, Inc. (hereinafter referred to as "Developer"), hereby states and declares.

I. SUBMISSION STATEMENT

Developer is the owner of record of the land hereinafter described and hereby declares the same to be Condominium Property and does hereby submit the same to condominium ownership pursuant to the Condominium Act of Florida, Chapter 711, Florida Statutes, (herein referred to as the "Act").

II. NAME

The name by which this Condominium is to be identified is:

TENNIS OASIS TOWNHOUSE CONDOMINIUM I

III. LAND

The legal description of the land included and submitted herewith to condominium ownership is described in Exhibit A, which is attached hereto and made a part hereof, (hereinafter referred to as the "land").

IV. UNIT IDENTIFICATION

This Condominium presently has twelve units which are identified and referred to herein and on Exhibit B-1 by the designation of Arabic numerals.

V. DEFINITIONS

The terms used in this Declaration and in its exhibits shall have the meanings stated in the Act unless the context otherwise requires or unless they are further defined in this Declaration.

VI. DESCRIPTION OF IMPROVEMENTS

A. The condominium includes three units buildings. Two of the buildings are identical and are designated as building Type A. Each of the Type A buildings contains four units: two 3-bedroom, 2 1/2 bath units and two 2-bedroom, 2 1/2 bath units. The third building is designated as building Type S and contains four 1-bedroom, 1-bath units.

B. Unit Boundaries.

Each unit shall include that part of the building containing the unit that lies within the boundaries 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 - the horizontal plane of the lower surfaces of the ceiling slab or roof joist as might be appropriate, less any plumbing from the floor above which extends into the lower unit when there is a ceiling slab;

(b) Lower boundary - the horizontal plane of the lower surfaces of the floor slab, plus any plumbing which may extend into the unit below.

2. Perimetrical Boundaries. The perimetrical boundaries of the unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(a) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the unit building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, loggia, terrace, canopy, stairway or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. In the case of ground floor units, such boundaries shall include the terraces serving such units.

(b) Interior building walls - the vertical planes of the center line of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(1) When walls between units are of varying thickness, or abut a column or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.

(2) When walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

C. Common Elements.

The common elements include the land and all other parts of the Condominium not within the units.

D. A survey and plot plan, floor plan for building Type A, and floor plan for building Type S are being recorded contemporaneously herewith as Exhibits B-1, B-2, and B-3 of this Declaration and have been certified to pursuant to the requirements of §711.08(1)(e) of the Act. The certification is found in Exhibit C attached hereto.

VII. EASEMENTS

Easements are reserved to the unit owners throughout the Condominium Property as may be required for ingress and egress, utility services and access in order to serve the condominium units adequately, including ingress and egress, utility services and access to any additional condominium units constructed by the Developer on adjacent properties owned by the Developer.

An easement of support in every portion of a unit which contributes to the support of a building is also reserved to the unit owners.

In addition to the above, an easement is reserved to the owners to be known as "Temporary Septic Tank Easement." The purpose of the Temporary Septic Tank Easement is to give owners access to the septic tanks temporarily serving their townhouse condominiums. This easement is temporary and will be inoperative at such time as the City of Pensacola sewer system is installed and operative for service to the units.

Every owner shall have a right and easement of ingress and egress for the purpose of repair of any of the septic tanks in and to the property described in Exhibit D and referred to as "Temporary Septic Tank Easement." This right and easement shall terminate as to each owner at such time as there is placed of record in the public records of Escambia County, Florida, a certificate executed under seal by a representative of the City of Pensacola

stating that the townhouse condominium is operating on the city sewer system and no longer utilizes the septic tank located on the "Temporary Septic Tank Easement" property.

#### VIII. AMENDMENT TO DECLARATION

##### A. By Developer.

1. Depending upon the success of the development of Tennis Oasis Townhouse Condominium I, the Developer at its sole discretion reserves the right to amend this Declaration so as to include in this Declaration and submit to condominium use all or part of the property described in Exhibit E of this Declaration. Each part of the property described in Exhibit E, if submitted to condominium use hereunder, will have constructed thereon buildings of similar quality to the ones initially constructed pursuant to this Declaration. Developer reserves the right to do all things the Developer deems necessary to require and accomplish the purposes of such amendments. Developer likewise reserves the right to decline to submit any or all of the property described in Exhibit E to condominium use, and to make such other use or disposition of said parcels as Developer may deem necessary or proper. In order to meet possible unforeseen or varying demands for the number and type of units, to provide additional service facilities or recreational facilities or to meet particular requirements of prospective purchasers, lending institutions or title insurance companies, or for any other reason, the Developer reserves the right to determine the size, number and layout of buildings, units or other improvements in future buildings which might be erected on the property described in Exhibit E, provided such changes do not change the percentage or fractional interest in the Common Elements (other than as specified in Article X hereof) of any unit already sold or under an executed sales contract as to which the purchaser is not in default.

2. Alteration of Apartment Plans. Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, as long as Developer owns the units so altered. If the Developer makes any changes in units so authorized, such changes shall be reflected by an amendment of this Declaration.

3. An amendment of this Declaration as described in 1 and 2 above reflecting such authorized alteration of unit plans or submission of additional properties to condominium use need be signed and acknowledged only by the Developer and need not be approved by the Association, unit owners or lienors or mortgagees of units or other condominiums, whether or not elsewhere required for an amendment.

##### B. By Members.

Except as provided in A above, this Declaration may be amended if the amendment is approved by owners of not less than two-thirds (2/3) of the units. Provided, however, that no such amendment shall change a condominium unit's proportionate share of the Common Expenses or Common Surplus, nor the voting rights pertinent to any unit, unless all of the record owners thereof, and all of the record owners of any first mortgage lien thereon, shall consent thereto and join in the execution of such amendment and provided, further, that the said amendment shall be voted on, and executed and recorded in the same manner as all other amendments of this Declaration.

C. All amendments shall be executed and recorded in accordance with §711.10 of the Act.

#### IX. UNDIVIDED SHARES IN COMMON ELEMENTS AND SHARES IN COMMON EXPENSES AND OWNING COMMON SURPLUS

A. Each unit shall have as an appurtenance thereto an undivided share of the Common Elements expressed as a fraction or

percentage of ownership of the Common Elements, which shall be one share divided by the total number of units submitted to condominium use by the Developer.

B. The Common Expenses shall be shared and the Common Surplus shall be owned in proportion to each unit owner's percentage or fraction of ownership of the Common Elements.

X. EFFECT OF CONSTRUCTION OF ADDITIONAL UNITS

In the event Developer elects to amend this Declaration so as to submit additional adjacent parcels hereinabove mentioned to condominium use, the fractional percentage of ownership of the Common Elements and sharing of the Common Surplus and Common Expenses attributable to each unit shall be one share divided by the total number of units submitted to condominium use. For example, if only the first twelve units are submitted to condominium use, each unit owner shall be entitled to or charged with an undivided one-twelfth of the Common Elements, Common Expenses or Common Surplus; but if a second phase is constructed consisting of twelve units submitted to condominium use, so that the total condominium units are then twenty-four in number, each unit owner shall be entitled to or charged with an undivided one-twenty fourth of the Common Elements, Common Expenses or Common Surplus; and if subsequently, a third phase is constructed consisting of twelve more units, so that the total number of condominium units are then thirty-six in number, each unit owner shall then be entitled to or charged with an undivided one-thirty sixth of the Common Elements, Common Surplus or Common Expenses. In the event of submission of part or all of the additional property described above as adjacent property owned by the Developer to condominium use hereunder, the owners of the twelve units submitted to condominium hereunder shall, of course, participate in the ownership of subsequently constructed Common Elements for the new units as well as the Common Expenses and Common Surplus related thereto in proportion to the total number of units ultimately constructed and submitted to condominium use. Also, the owners of units in any additional condominium which is constructed shall participate in the ownership of the Common Elements for the twelve units now constructed as well as the Common Expenses and Common Surplus related thereto in proportion to the total number of units ultimately constructed and submitted to condominium use.

XI. VOTING RIGHTS OF OWNERS OF UNITS

A. The owner or owners, collectively, of the fee simple title of record of each unit shall be entitled to one vote per unit as to the matters requiring a vote by the owners as provided by this Declaration, the attached exhibits, and the Act.

B. The vote of the owners of a unit owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the unit and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

XII. ASSOCIATION

The operation of the Condominium shall be by Tennis Oasis Townhouse Condominium Association, Inc., a corporation not for profit under the laws of Florida. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit F.

XIII. 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 G.

XIV. MAINTENANCE AND REPAIRS

A. By Unit Owners: The responsibility of a unit owner is as follows:

1. To maintain in good condition and to repair and to replace at his expense all portions of his unit and all interior surfaces within or surrounding his townhouse unit (such as the surfaces of the walls, ceiling, and floors), and to maintain and to repair the fixtures therein, plus the air conditioning equipment, and to pay for any utilities which are separately metered to his unit. Every unit owner must perform promptly all maintenance and repair work within his unit, as aforesaid, which, if omitted, would affect the condominium property and the condominium project in its entirety or in a part belonging to other damages and liability that his failure to do so may engender. Said unit shall be maintained and repaired in accordance with the building plans originally utilized by the Developer, copies of which are to be on file in the office of the Association, except for changes or alterations approved by the Board of Directors as provided in this Declaration;
2. Not to paint or make any alteration, decoration, repair, replacement or change of or on the Common Elements or to any outside or exterior portion of each unit, including doors, windows or shutters, without the written approval of the Board of Directors;
3. To promptly report to the Association or its agents any defect or need for repairs, the responsibility for the remedying of which is with the Association;
4. Not to make repairs to any plumbing or electrical wiring located within the Common Elements except by plumbers or electricians authorized to do such work by the Board of Directors of the Association. The provisions as to the use of an authorized plumber or electrician shall not be applicable to an approved first mortgagee or to the Developer. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owner of the unit; and
5. Any officer of the Association or any agent of the Board of Directors shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any Common Element therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another unit or units.

B. By the Association.

The responsibility of the Association is as follows:

1. To repair, maintain and replace all of the Common Elements, including all exterior surfaces of the building and parking spaces, whether part of the Common Elements or part of the unit, and to maintain and repair all landscaping and roadways in or upon the condominium property; and
2. To maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of any and all utility services located within the Common Elements.

C. The Board of Directors of the Association may enter into a contract with any firm, person, or corporation for the purpose of providing for services, labor, work and materials necessary for the maintenance and repair of the condominium property and the obligations of the Association as hereinabove set forth in Section B of this Article. The Board of Directors may, by contract, empower and grant to such firm, person, or corporation the right of access granted and given to the Board of Directors hereunder.

XV. COMMON EXPENSES AND ASSESSMENTS

A. Duty to Pay. It is hereby stated to be the express duty of each unit owner to promptly pay his share of the Common Expenses by the payment of monthly assessments as provided by the By-Laws and to pay all special assessments levied by the Board of Directors of the Association. Each unit owner shall be liable for a proportionate share of the Common Expenses.

B. Assessments. The making and collection of assessments against unit owners for Common Expenses shall be pursuant to the By-Laws.

C. It is specifically acknowledged and provided thereby that the assessment charges for the first operational year, meaning thereby a period of time commencing with the recordation of this Declaration and ending with the 31st day of December of the next succeeding calendar year, are estimates only of the annual assessments. Regular assessment figures shall be made and determined for the calendar year beginning after the first operational year. During the first operational year there has been set and determined interim assessment figures for each condominium unit which are to be paid by the persons acquiring condominium units from the Developer until such time as the Board of Directors shall either raise or lower the same or determine and set regular assessment figures. Until the time the Developer relinquishes control of the Board of Directors in accordance with the By-Laws, or until the end of the first operational year, whichever is the sooner to occur, the Developer shall pay all Common Expenses not otherwise paid for by the interim assessments paid by unit owners other than the Developer; provided, however, that this sum shall never exceed the Developer's pro rata share of the total Common Expenses based upon the number of units owned by the Developer. The annual assessment charges for the first operational year shall not exceed ~~---Three Hundred and No/100-----~~ (\$300.00) Dollars, payable Twenty Five and No/100 (\$25.00) Dollars per month.

XVI. INSURANCE

The insurance other than title insurance that 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; Named Insured. All insurance policies upon the condominium property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the unit owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of unit owners. Such policies shall provide that payments by the insurer for losses shall be made to Insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Insurance Trustee. Each individual unit owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own unit and for the purchasing of insurance for all of his personal property.

B. Coverage.

1. Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements (but not refrigerators, ranges, ovens, personal property of the unit owner, nor fixtures, alterations, installations or additions made or acquired at the expense of the individual unit owner) shall be insured for its value, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(a) loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(b) such other risks as from time to time shall be customarily covered with respect to buildings in construction,

location and use as the buildings on the land, 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, including but not limited to hired automobile and non-owned automobile coverages and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

3. Workmen's compensation policy to meet the requirements of law.

4. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

C. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense. ←

D. Insurance Trustee: Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to Barnett Bank of Pensacola, as Trustee, or to such other bank in Florida with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of 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 the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

1. Common Elements. Proceeds on account of damage to Common Elements--an undivided share for each unit owner, such share being the same as the undivided share in the Common Elements appurtenant to his unit.

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

(a) When the 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, which cost shall be determined by the Association.

(b) When the building is not to be restored--a share for each unit owner, such share equalling a fraction in which the numerator equals the square footage of the owner's unit and the denominator equals the total square footage of all units which are damaged and will not be restored.

3. Mortgagees. 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; provided, however, that no mortgagee shall have the right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the unit owner and mortgagee pursuant to the provisions of this Declaration.

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 paid first or provision made for such payment.

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 cost of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, 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.

3. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining insurance proceeds shall be used first to satisfy the liens of existing mortgages and second, to accomplish the leveling and cleaning of the property and the hauling away of any debris which may remain. Any remaining insurance proceeds shall be distributed to the beneficial owners in accordance with provision D-2(b) above.

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

F. Association as Agent. The Association is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

G. 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 Element. 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. Unit Building.

(a) Lesser damage. If the damaged improvements are the unit buildings, and if units to which 50% of the Common Elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty days after the casualty it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated.

(b) Major damage. If the damaged improvements are the unit buildings, and if units to which more than 50% of the Common Elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated without agreement as elsewhere provided, unless within sixty days after the casualty the owners of 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 its President or Vice President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

H. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications approved by the Board of Directors of the Association, and if the damaged properties are the unit buildings, by the owners of not less than 75% of the Common Elements, including the owners of all damaged units, which approval shall not be unreasonably withheld.



I. Responsibility. If the damage is only to those parts of units 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 the construction and repair after casualty shall be that of the Association.

J. Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

K. 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 reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the unit owners who own the damaged units, and against all unit owners in the case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against 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 owner's share in the Common Elements.

L. 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 the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000.00, then the sums paid upon such assessments 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 them 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 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 and order:

(a) Association--lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$5,000, 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 the mortgagee that 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 provided for the reconstruction and repair of major damage.

(b) Association--major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000, 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 Florida and employed by the Association to supervise the work.

(c) Unit owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction

and repair lies with a unit owner shall be paid by the Insurance Trustee to the unit owner, or if there is a mortgagee endorsement as to the unit, then to the unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(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 stated in provision D-2(b) above; except, however, that the part of a distribution to a beneficial owner that 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 of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by the 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. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President or Vice 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 required in this instrument to be named as payee of any distribution of insurance proceeds to a unit owner, and further provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

#### XVII. OCCUPANCY AND USE RESTRICTIONS ←

A. The units shall be used for single-family residences only. No separate part of a unit may be rented and no transient tenants may be accommodated therein.

B. A unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the insurance rates of his unit, or interfere with the rights of other unit owners or the Association or annoy other unit owners by unreasonable noises or otherwise; nor shall a unit owner commit or permit any nuisance, immoral or illegal act in his unit, or on the Common Elements.

C. A unit owner shall show no sign, advertisement or notice of any type on the Common Elements or in or upon his unit.

D. A unit owner shall not keep any pet in his unit, except under the rules and regulations promulgated by the Association, which may provide and require the removal of pets under certain conditions, nor shall a unit owner keep any other animals, livestock or poultry, nor may any of the same be raised, bred, or kept upon any portion of the condominium property. No clothesline, or other similar device shall be allowed in any portion of the condominium property, nor shall there be permitted any trailer or boat on any portion of the condominium property, except as provided under the rules and regulations promulgated.

#### XVIII. EASEMENT FOR ENCROACHMENTS

All the condominium property shall be subject to easements for encroachments which now exist or hereafter exist, caused by settlement or movement of the building, or caused by minor inaccuracies in building or re-building, which encroachments shall be permitted to

remain undisturbed and such easements shall continue until such encroachments no longer exist.

XIX. SEVERABILITY

If any provision of this Declaration or of the By-Laws attached hereto, or the Act, is held invalid, the validity of the remainder of this Declaration, or of the By-Laws attached hereto, or of the Act, shall not be affected.

XX. REMEDIES FOR VIOLATION

Each unit owner shall be governed by and shall comply with the Act, this Declaration, the By-Laws, the Articles of Incorporation, and the Rules and Regulations of the Association, as they may exist from time to time. Failure to do so shall entitle the Association, or any unit owners, or any first mortgagee holding a mortgage encumbering any unit, to recover any sums due for damages or injunctive relief, or both. Such actions may be maintained by the Association or in a proper case by an aggrieved unit owner, or by such first mortgagee. Such relief shall not be exclusive of other remedies provided by law. The failure to promptly enforce any of the provisions of the Declaration shall not bar their subsequent enforcement. In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, By-Laws and Regulations adopted pursuant thereto, and said documents 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.

XXI. RIGHT OF DEVELOPER TO SELL OR LEASE UNITS OWNED BY IT FREE OF RESTRICTIONS SET FORTH IN ARTICLE XII

So long as Developer shall own any unit, or at any time reacquire any unit, the Developer shall have the absolute right to lease, sell or mortgage any such unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interest. This provision of the Declaration may not be suspended or superseded by any amendment unless consented thereto, in writing, by the Developer. Said Developer shall have the right to transact on the condominium property any business necessary to consummate sale of units, including but not limited to the right to maintain models, have signs, employees in the office, use the Common Elements and to show units, and may assign this commercial usage right to such other persons or entities as it may choose. A sales office, signs, and all items pertaining to sales shall not be considered Common Property and shall remain the property of the Developer.

XXII. TERMINATION

Two-thirds (2/3) of all of the unit owners, may remove the condominium property referred to herein from the provisions of the Condominium Act by an instrument to that effect duly recorded in the manner provided for by §711.16, Florida Statutes, the Condominium Act; provided, however, that there shall be first obtained the written consent of any approved first mortgagee holding a mortgage upon a unit.

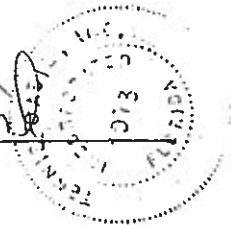
IN WITNESS WHEREOF, Tennis Oasis, Inc. has caused these presents to be signed in its name by its President and its corporate seal affixed and attested to by its Secretary this 21<sup>st</sup> day of APRIL, A.D., 1975.

In the Presence of:

W.C. Hart  
Aue E. Jordan

TENNIS OASIS, INC.

By Robert C. Palma



STATE OF FLORIDA )

COUNTY OF ESCAMBIA )

The foregoing instrument was acknowledged before me this  
2<sup>nd</sup> day of April, 1975 by Robert C. BALINK, President  
of Tennis Oasis, Inc., a corporation, on behalf of the corporation.

W C Hart  
Notary Public

My commission expires: 1/1/77



Prepared by:  
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7th Floor Seville Tower  
P. O. Box 1831  
Pensacola, Florida 32598

OFF REC BOOK 900 PAGE 399

JOINDER OF MORTGAGEE

Barnett Bank of Pensacola, herein called the Mortgagee, the owner and holder of the mortgages upon the property submitted to condominium by this Declaration, which mortgages were made in favor of Barnett Bank of Pensacola, one mortgage in the principal amount of \$320,000.00 dated May 1, 1974 and recorded in Official Record Book 796 at Page 257, and one mortgage in the principal amount of \$100,000.00 dated November 10, 1972 and recorded in Official Record Book 651 at Page 796, and modified by Additional Advance Agreement dated August 1, 1973 and recorded in Official Record Book 729 at Page 879, all in the public records of Escambia County, Florida, hereby joins in the making of the foregoing Declaration of Condominium, and the Mortgagee agrees that the lien of the above described mortgages, insofar as they relate to the property submitted to condominium described in Exhibit A of this Declaration, shall be limited to the following described property in Escambia County, Florida:

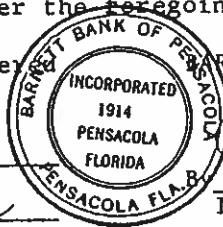
All of the units of Tennis Oasis Townhouse Condominium I, according to the foregoing Declaration of Condominium,

Together with all of the appurtenances to the units, including but not limited to all of the undivided shares in the Common Elements.

Nothing contained herein shall be construed to affect any additional properties covered by the above described mortgages and not submitted to condominium use under the foregoing Declaration of Condominium.

Signed, sealed & delivered  
in the presence of:

W.C. Hart  
Paul E. Jordan



BARNETT BANK OF PENSACOLA

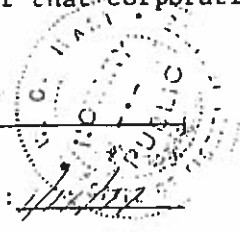
Donald H. Ripley  
Its Vice President

STATE OF FLORIDA )  
COUNTY OF ESCAMBIA )

The foregoing instrument was acknowledged before me this 24 day of April, 1975 by Donald Ripley, the Vice President of Barnett Bank of Pensacola, a corporation, on behalf of that corporation.

W.C. Hart  
Notary Public

My commission expires: 11/1/77



LEGAL DESCRIPTION OF LAND SUBMITTED TO CONDOMINIUM OWNERSHIP

Commence at the Southwest corner of Lot 5, Block B, Summit Park Unit No. 2 as recorded in Plat Book 7 at Page 69 of the Public Records of Escambia County, Florida;

thence go North 24 degrees 25 minutes 20 seconds East along the Westerly line of the aforesaid Summit Park Unit No. 2 and the Northerly extension thereof a distance of 750.00 feet to a concrete monument;

thence go North 63 degrees 29 minutes 40 seconds West a distance of 300.00 feet to a concrete monument;

thence go South 71 degrees 30 minutes 20 seconds West a distance of 133.93 feet to the Point of Beginning;

thence go South 18 degrees 29 minutes 40 seconds East a distance of 100.00 feet to the Northerly right-of-way line of Renoir Street (60' R/W);

thence go South 71 degrees 30 minutes 20 seconds West along the aforesaid Northerly right-of-way a distance of 30.00 feet;

thence go North 18 degrees 29 minutes 40 seconds West a distance of 107.83 feet to a Point of Curvature;

thence go along a curve to the left having a radius of 98.64 feet an arc distance of 82.39 feet (CH = 80.01'; CH BRG = N 42° 25' 18" W) to a Point of Tangency;

thence go North 66 degrees 20 minutes 55 seconds West a distance of 60.65 feet to a Point of Curvature;

thence go along a curve to the right having a radius of 68.96 feet an arc distance of 103.07 feet (CH = 93.74'; CH BRG = N 23° 31' 46" W) to a Point of Tangency;

thence go North 19 degrees 17 minutes 24 seconds East a distance of 29.18 feet to a Point of Curvature;

thence go along a curve to the right having a radius of 450.45 feet an arc distance of 39.97 feet (CH = 39.96'; CH BRG = N 21° 49' 56" E) to a Point of Tangency;

thence go North 24 degrees 22 minutes 29 seconds East a distance of 141.26 feet;

thence go North 18 degrees 46 minutes 38 seconds East a distance of 94.83 feet;

thence go North 63 degrees 29 minutes 20 seconds West a distance of 73.40 feet;

thence go North 03 degrees 34 minutes 21 seconds East a distance of 130.52 feet;

thence go North 26 degrees 30 minutes 40 seconds East a distance of 20.00 feet;

thence go North 63 degrees 29 minutes 20 seconds West a distance of 20.00 feet;

thence go North 26 degrees 30 minutes 40 seconds East a distance of 30.00 feet;

thence go South 63 degrees 29 minutes 20 seconds East a distance of 290.80 feet;

thence go South 24 degrees 48 minutes 53 seconds West a distance of 241.70 feet;

thence go North 71 degrees 14 minutes 37 seconds West a distance of 112.21 feet;

thence go South 24 degrees 22 minutes 29 seconds West a distance of 147.59 feet to a Point of Curvature;

thence go along a curve to the left having a radius of 420.45 feet an arc distance of 37.31 feet (CH = 37.30'; CH BRG = S 21° 49' 56" W) to a Point of Tangency;

thence go South 19 degrees 17 minutes 24 seconds West a distance of 29.18 feet to a Point of Curvature;

thence go along a curve to the left having a radius of 38.96 feet an arc distance of 58.23 feet (CH = 52.96'; CH BRG = S 23° 31' 46" E) to a Point of Tangency;

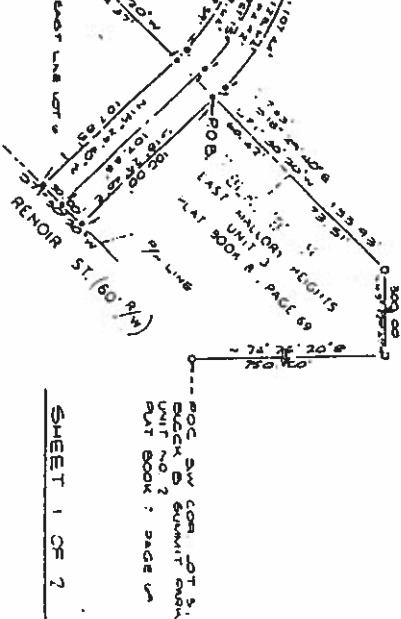
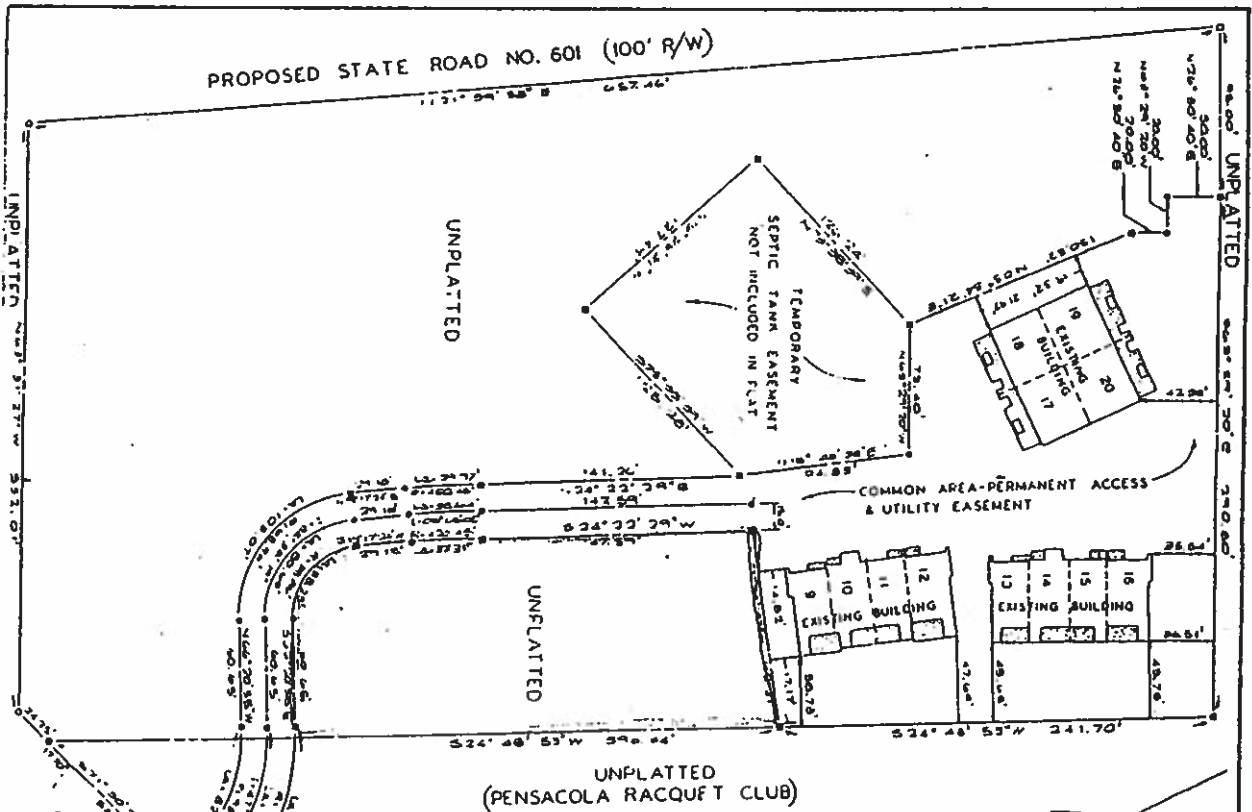
thence go South 66 degrees 20 minutes 55 seconds East a distance of 60.65 feet to a Point of Curvature;

thence go along a curve to the right having a radius of 128.64 feet an arc distance of 107.44 feet (CH = 104.35'; CH BRG = S 42° 25' 18" E) to a Point of Tangency;

thence go South 18 degrees 29 minutes 40 seconds East a distance of 7.83 feet to the Point of Beginning; containing 1.66 acres more or less.

501-39

EXHIBIT B-1



**SURVEYOR'S CERTIFICATE**  
 I HEREBY CERTIFY THE SURVEY SHOWN ON SHEETS ONE & TWO TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.  
 LAWYARD B. RICHARDSON, REG. P.L. AND SURVEYOR 9751

PREPARED BY  
**BASKERVILLE**  
**ONOVAN**  
 ENGINEERS, INC. ONLY LICENSED, FLORIDA

**TENNIS OASIS - UNIT 1**  
 A CONDOMINIUM  
 SECTION 16, TOWNSHIP 1 SOUTH, RANGE 29 WEST  
 PENSACOLA, ESCAMBIA COUNTY, FLORIDA  
 APRIL, 1975

EXHIBIT 'B-1' CONDOMINIUM PLAT BOOK PAGE  
 NORTH



EXHIBIT B-1

DESCRIPTION

COMMENCE AT THE SOUTHWEST CORNER OF LOT 5, BLOCK B, SUMMIT PARK UNIT NO. 2 AS RECORDED IN PLAT BOOK 7 AT PAGE 69 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA,

THENCE 60 NORTH 29 DEGREES 75 MINUTES 20 SECONDS EAST ALONG THE VESTIBULE LINE OF THE APRESAID SUMMIT PARK UNIT NO. 2 AND THE NORTHERLY EXTENSION THEREOF A DISTANCE OF 799.00 FEET TO A CONCRETE MONUMENT;

THENCE 60 NORTH 63 DEGREES 29 MINUTES 40 SECONDS WEST A DISTANCE OF 300.00 FEET TO A CONCRETE MONUMENT;

THENCE 60 SOUTH 71 DEGREES 30 MINUTES 20 SECONDS WEST A DISTANCE OF 133.99 FEET TO THE POINT OF BEGINNING;

THENCE 60 SOUTH 13 DEGREES 29 MINUTES 40 SECONDS EAST A DISTANCE OF 100.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF BEAUCHAM STREET (60' R/W);

THENCE 60 SOUTH 71 DEGREES 30 MINUTES 20 SECONDS WEST ALONG THE APRESAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 30.00 FEET;

THENCE 60 NORTH 13 DEGREES 29 MINUTES 40 SECONDS WEST A DISTANCE OF 127.33 FEET TO A POINT OF CURVATURE;

THENCE 60 ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 93.00 FEET AN ARC DISTANCE OF 32.30 FEET (CH=90.01'; CB= 4 42' 25" 18" E) TO A POINT OF TANGENCY;

THENCE 60 NORTH 66 DEGREES 20 MINUTES 55 SECONDS EAST A DISTANCE OF 60.65 FEET TO A POINT OF CURVATURE;

THENCE 60 ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 43.00 FEET AN ARC DISTANCE OF 193.00 FEET (CH=45.70'; CB= 4 23' 31" 46" W) TO A POINT OF TANGENCY;

THENCE 60 NORTH 19 DEGREES 17 MINUTES 29 SECONDS EAST A DISTANCE OF 29.12 FEET TO A POINT OF CURVATURE;

THENCE 60 ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 450.45 FEET AN ARC DISTANCE OF 39.97 FEET (CH=39.96'; CB= 2 27' 49" 56" E) TO A POINT OF TANGENCY;

THENCE 60 NORTH 76 DEGREES 22 MINUTES 29 SECONDS EAST A DISTANCE OF 141.26 FEET;

THENCE 60 NORTH 18 DEGREES 46 MINUTES 38 SECONDS EAST A DISTANCE OF 99.83 FEET;

THENCE 60 NORTH 63 DEGREES 29 MINUTES 20 SECONDS WEST A DISTANCE OF 73.40 FEET;

THENCE 60 NORTH 03 DEGREES 39 MINUTES 21 SECONDS EAST A DISTANCE OF 120.52 FEET;

THENCE 60 NORTH 26 DEGREES 30 MINUTES 40 SECONDS WEST A DISTANCE OF 20.00 FEET;

THENCE 60 NORTH 63 DEGREES 29 MINUTES 20 SECONDS WEST A DISTANCE OF 20.00 FEET;

THENCE 60 NORTH 26 DEGREES 30 MINUTES 40 SECONDS EAST A DISTANCE OF 30.00 FEET;

THENCE 60 SOUTH 63 DEGREES 29 MINUTES 20 SECONDS EAST A DISTANCE OF 290.80 FEET;

THENCE 60 SOUTH 24 DEGREES 49 MINUTES 53 SECONDS WEST A DISTANCE OF 241.70 FEET;

THENCE 60 NORTH 71 DEGREES 19 MINUTES 37 SECONDS WEST A DISTANCE OF 112.21 FEET;

THENCE 60 SOUTH 24 DEGREES 22 MINUTES 29 SECONDS WEST A DISTANCE OF 147.29 FEET TO A POINT OF CURVATURE;

THENCE 60 ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 420.45 FEET AN ARC DISTANCE OF 37.31 FEET (CH=37.30'; CB= 5 27' 49" 56" W) TO A POINT OF TANGENCY;

THENCE 60 SOUTH 19 DEGREES 17 MINUTES 29 SECONDS WEST A DISTANCE OF 20.13 FEET TO A POINT OF CURVATURE;

THENCE 60 ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 18.96 FEET AN ARC DISTANCE OF 54.23 FEET (CH=52.96'; CB= 5 23' 31" 46" E) TO A POINT OF TANGENCY;

THENCE 60 SOUTH 66 DEGREES 20 MINUTES 55 SECONDS EAST A DISTANCE OF 60.65 FEET TO A POINT OF CURVATURE;

THENCE 60 ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 123.04 FEET AN ARC DISTANCE OF 107.44 FEET (CH=108.35'; CB= 5 42' 25" 18" E) TO A POINT OF TANGENCY;

THENCE 60 SOUTH 13 DEGREES 29 MINUTES 40 SECONDS EAST A DISTANCE OF 7.83 FEET TO THE POINT OF BEGINNING;

CONTAINING 1.66 ACRES MORE OR LESS.

EXHIBIT 'B-1'

TENNIS OASIS - UNIT 1

SECTION 16, TOWNSHIP 1 SOUTH, RANGE 29 WEST  
PENSACOLA, ESCAMBIA COUNTY, FLORIDA  
APRIL, 1975

PREPARED BY: BASKERVILLE & ONOVAN ENGINEERS, INC., SUITE 3000, TALLAHASSEE, FLORIDA

SURVEYOR'S NOTES

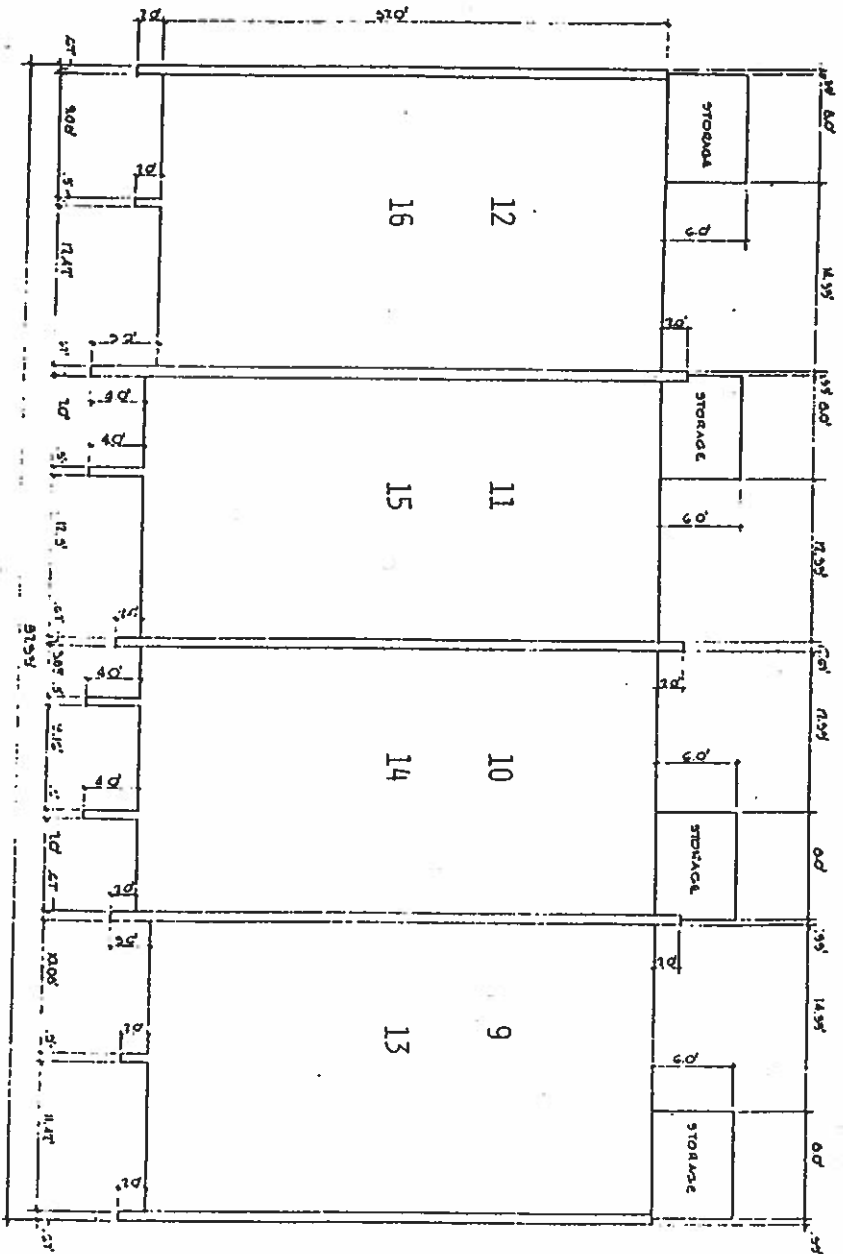
1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE PLAT OF SUMMIT PARK SUBDIVISION UNIT #2 AS RECORDED IN PLAT BOOK 7 AT PAGE 69 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
2. DIMENSIONS TO BUILDING CORNERS ARE PERPENDICULAR TO THE PROPERTY LINE.

LEGEND

- DENOTES ROOF OVERHANG
- DENOTES CURB AND GUTTER
- DENOTES CONCRETE PAVING
- DENOTES PERMANENT REFERENCE MONUMENTS
- DENOTES PERMANENT CONTROL POINTS
- DENOTES POINT OF COMMENCEMENT
- DENOTES POINT OF BEGINNING
- DENOTES PROPERTY LINE
- DENOTES DEGREES
- DENOTES FEET OR MINUTES
- DENOTES SECONDS



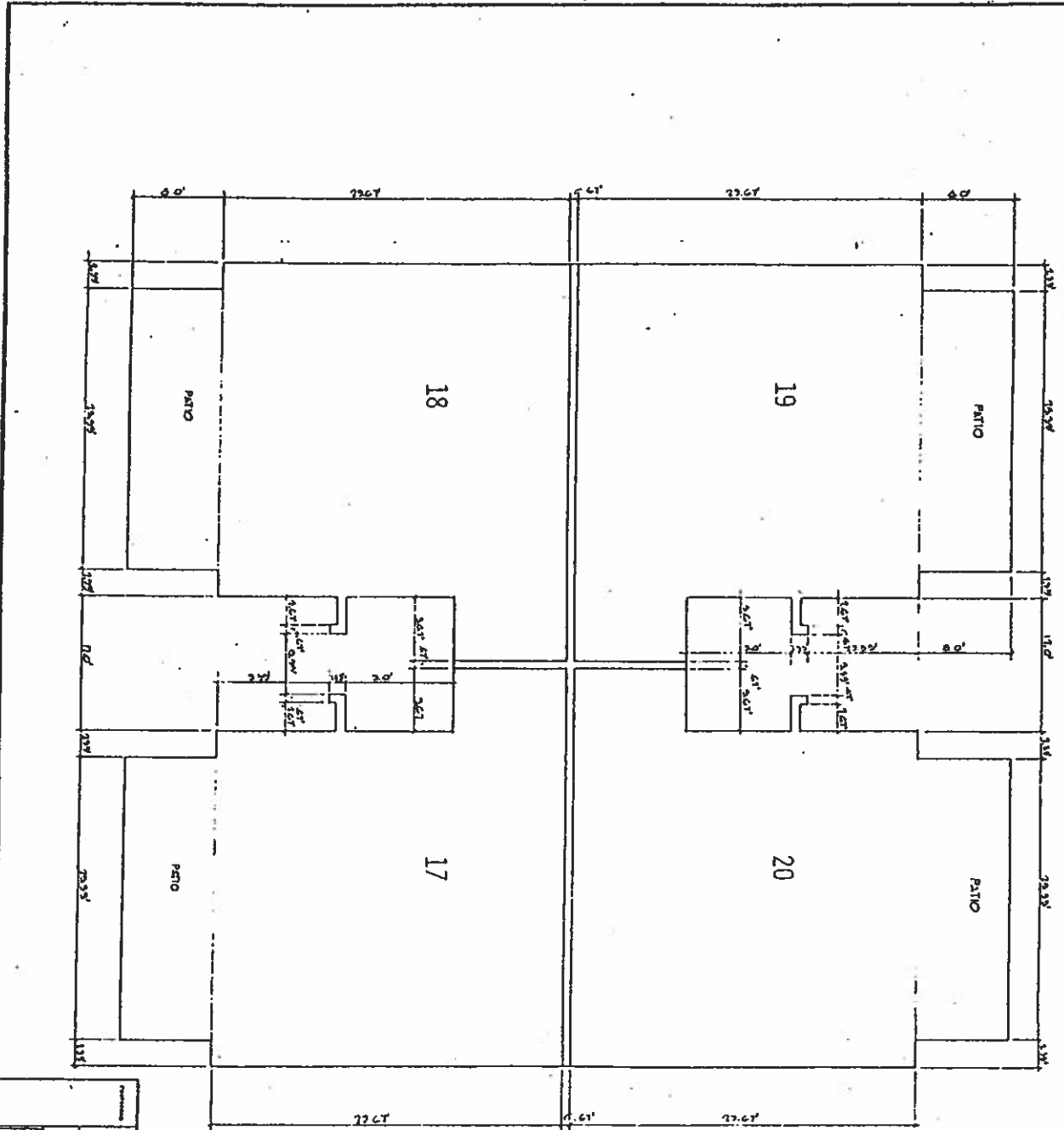
EXHIBIT B-2



<p><b>William Bednar Architect</b></p>	
<p>PROJECT NO. 13155</p>	<p>CONDOMINIUM PROJECT: TENNIS OASIS PENSACOLA, FLORIDA</p>
<p>FIRST FLOOR PLAN BUILDING TYPE 'A'</p>	



EXHIBIT B-3



	CONDOMINIUM PROJECT: TOWNHOMES PENNSACOLA, FLORIDA
75125 FLOOR PLAN BUILDING TYPE 'A'	

CERTIFICATE OF ARCHITECT

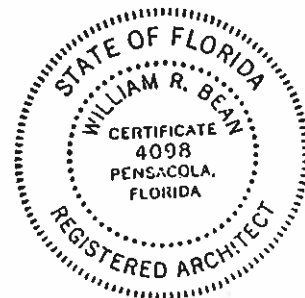
This Certificate of Architect is made this 22<sup>nd</sup> day of April, 1975 by William R. Bean of Pensacola, Florida, who certifies as follows:

1. I am an architect authorized to practice in the State of Florida.
2. This certificate is made as to Tennis Oasis Townhouse Condominium, a condominium located in Escambia County, Florida and in compliance with §711.08(1)(e), Fla. Stat.
3. The following exhibits to the Declaration of Condominium:
  - Exhibit B-1 Survey and Plot Plan
  - Exhibit B-2 Floor Plan of Building Type A
  - Exhibit B-3 Floor Plan of Building Type S

together with the wording of the Declaration, constitute a correct representation of the improvements of the condominium as it now exists, and there can be determined from the exhibits the identification, location, dimensions and size of the Common Elements and of each unit.

William R. Bean  
WILLIAM R. BEAN, ARCHITECT

Certificate of Registration No. 4098  
State of Florida



TEMPORARY SEPTIC TANK EASEMENT

Commence at the Southwest Corner of Lot 5, Block B, Summit Park Unit No. 2 as recorded in Plat Book 7 at Page 69 of the Public Records of Escambia County, Florida; thence go North 24 degrees 25 minutes 20 seconds East along the Westerly Line of the aforesaid Summit Park Unit No. 2 and the Northerly extension thereof a distance of 750.00 feet to a concrete monument; thence go North 63 degrees 29 minutes 40 seconds West a distance of 300.00 feet to a concrete monument; thence go South 71 degrees 30 minutes 20 seconds West a distance of 133.93 feet; thence go South 18 degrees 29 minutes 40 seconds East a distance of 100.00 feet to the Northerly Right-of-Way Line of Renoir Street (60' R/W); thence go South 71 degrees 30 minutes 20 seconds West along the aforesaid Northerly Right-of-Way a distance of 30.00 feet; thence go North 18 degrees 29 minutes 40 seconds West a distance of 107.83 feet to a Point of Curvature; thence go along a curve to the left having a radius of 98.64 feet an arc distance of 82.39 feet (CH = 80.01'; CH BRG = N 42° 25' 18" W) to a Point of Tangency; thence go North 66 degrees 20 minutes 55 seconds West a distance of 60.65 feet to a Point of Curvature; thence go along a curve to the right having a radius of 68.96 feet an arc distance of 103.07 feet (CH = 93.74'; CH BRG = N 23° 31' 46" W) to a Point of Tangency; thence go North 19 degrees 17 minutes 24 seconds East a distance of 29.18 feet to a Point of Curvature; thence go along a curve to the right having a radius of 450.45 feet an arc distance of 39.97 feet (CH = 39.96'; CH BRG = N 21° 49' 56" E) to a Point of Tangency; thence go North 24 degrees 22 minutes 29 seconds East a distance of 141.26 feet to the Point of Beginning; thence go South 73 degrees 33 minutes 39 seconds West a distance of 125.28 feet; thence go North 16 degrees 26 minutes 21 seconds West a distance of 127.49 feet; thence go North 73 degrees 33 minutes 39 seconds East a distance of 126.24 feet; thence go South 63 degrees 29 minutes 20 seconds East a distance of 73.40 feet; thence go South 18 degrees 46 minutes 38 seconds West a distance of 94.83 feet to the Point of Beginning containing 0.45 acres more or less.

## EXHIBIT E

Description: The "not included" parcel of Tennis Oasis between the Eastern R/W of the entrance road and Pensacola Racquet Club.

Commence at the Southwest Corner of Lot 5, Block B, Summit Park Unit No. 2 as recorded in Plat Book 7 at Page 69 of the Public Records of Escambia County, Florida; thence go North 24 degrees 25 minutes 20 seconds East along the Westerly Line of the aforesaid Summit Park Unit No. 2 and the Northerly extension thereof a distance of 750.00 feet to a concrete monument;  
thence go North 63 degrees 29 minutes 40 seconds West a distance of 300.00 feet to a concrete monument;  
thence go South 71 degrees 30 minutes 20 seconds West a distance of 133.93 feet;  
thence go North 18 degrees 29 minutes 40 seconds West a distance of 7.83 feet to a point of curvature;  
thence go along a curve to the left having a radius of 128.64 feet, an arc distance of 101.95 feet (CH. = 99.31'; CH. BRG. = N 41° 11' 56" W) to the Point of Beginning;  
thence continue along the aforesaid curve to the left an arc distance of 5.49 feet (CH. = 5.49'; CH. BRG. = N 65° 07' 42" W) to a point of tangency;  
thence go North 66 degrees 20 minutes 55 seconds West a distance of 60.65 feet to a point of curvature;  
thence go along a curve to the right having a radius of 38.96 feet, an arc distance of 58.23 feet (CH. = 52.96'; CH. BRG. = N 23° 31' 46" W) to a point of tangency;  
thence go North 19 degrees 17 minutes 24 seconds East a distance of 29.18 feet to a point of curvature;  
thence go along a curve to the right having a radius of 420.45 feet, an arc distance of 37.31 feet (CH. = 37.30'; CH. BRG. = N 21° 49' 56" E) to a point of tangency;  
thence go North 24 degrees 22 minutes 29 seconds East a distance of 147.59 feet;  
thence go South 71 degrees 14 minutes 37 seconds East a distance of 112.21 feet;  
thence go South 24 degrees 48 minutes 53 seconds West a distance of 259.69 feet to the Point of Beginning;  
Containing 0.63 acres more or less.

Description: The "not included" parcel of Tennis Oasis between the Western R/W of the entrance road and Unit I on Old Spanish Trail.

Commence at the Southwest Corner of Lot 5, Block B, Summit Park Unit No. 2 as recorded in Plat Book 7 at Page 69 of the Public Records of Escambia County, Florida; thence go North 24 degrees 25 minutes 20 seconds East along the Westerly Line of the aforesaid Summit Park Unit No. 2 and the Northerly extension thereof a distance of 750.00 feet to a concrete monument;  
thence go North 63 degrees 29 minutes 40 seconds West a distance of 300.00 feet to a concrete monument;  
thence go South 71 degrees 30 minutes 20 seconds West a distance of 133.93 feet;  
thence go South 18 degrees 29 minutes 40 seconds East a distance of 100.00 feet to the Northerly Right-of-Way Line of Renoir Street (60' R/W);  
thence go South 71 degrees 30 minutes 20 seconds West along the aforesaid Northerly Right-of-Way a distance of 30.00 feet;  
thence go North 18 degrees 29 minutes 40 seconds West a distance of 107.83 feet to a point of curvature;  
thence go along a curve to the left having a radius of 98.64 feet, an arc distance of 77.51 feet (CH. = 75.53'; CH. BRG. = N 41° 00' 14" W) to the Point of Beginning;  
thence go South 24 degrees 48 minutes 53 seconds West a distance of 106.65 feet;  
thence go South 71 degrees 30 minutes 20 seconds West a distance of 24.25 feet;  
thence go North 63 degrees 31 minutes 27 seconds West a distance of 332.01 feet to the Easterly Right-of-Way Line of Old Spanish Trail (S.R. #601, 100' R/W);  
thence go North 21 degrees 39 minutes 58 seconds East along the aforesaid Easterly Right-of-Way a distance of 657.46 feet;  
thence go South 63 degrees 29 minutes 20 seconds East a distance of 95.00 feet;  
thence go South 26 degrees 30 minutes 40 seconds West a distance of 30.00 feet;  
thence go South 63 degrees 29 minutes 20 seconds East a distance of 20.00 feet;  
thence go South 26 degrees 30 minutes 40 seconds West a distance of 20.00 feet;  
thence go South 03 degrees 34 minutes 21 seconds West a distance of 130.52 feet;  
thence go South 65 degrees 29 minutes 20 seconds East a distance of 73.40 feet;  
thence go South 18 degrees 46 minutes 38 seconds West a distance of 94.83 feet;  
thence go South 24 degrees 22 minutes 29 seconds West a distance of 141.26 feet to a point of curvature;  
thence go along a curve to the left having a radius of 450.45 feet, an arc distance of 39.97 feet (CH. = 39.96'; CH. BRG. = S 21° 49' 56" W) to a point of tangency;  
thence go South 19 degrees 17 minutes 24 seconds West a distance of 29.18 feet to a point of curvature;  
thence go along a curve to the left having a radius of 68.96 feet, an arc distance of 103.07 feet (CH. = 93.74'; CH. BRG. = S 23° 31' 46" E) to a point of tangency;  
thence go South 66 degrees 20 minutes 55 seconds East a distance of 60.65 feet to a point of curvature;  
thence go along a curve to the right having a radius of 98.64 feet, an arc distance of 4.88 feet (CH. = 4.88'; CH. BRG. = S 64° 56' 01" E) to the Point of Beginning;