

AMENDMENT TO BYLAWS OF
MARINATOWN VILLAGE, A CONDOMINIUM, SECTION I
NORTH FORT MYERS, FLORIDA

Additions are indicated as underlined
Deletions are indicated as ~~strikethrough~~

Note: New Article VI is hereby added to the Bylaws and the balance of the Articles are appropriately renumbered.

ARTICLE VI.

6.1 Levy Fines. The Directors may, pursuant to F.S. 718.303, impose fines against a unit not to exceed the maximum permissible by law, for failure to comply with the provisions of the Board policies and resolutions and the Condominium Documents, including the Rules and Regulations, by owners, occupants, licensees, tenants, and invitees.

6.1.1 A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law.

6.1.2 The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing by being given notice of not less than fourteen (14) days. Notice shall be deemed effective when deposited in the United States Mail, certified, return receipt requested, to the address of the unit owner listed in the official records of the Association, and as to tenants, to the mailing address for the unit. Said notice shall include:

- (a) A statement of the date, time, and place of the hearing;
- (b) A statement of the provisions of the Declaration, Articles of Incorporation, Amended and Restated By-Laws, Rules and Regulations or Board policies which have allegedly been violated; and
- (c) A short and plain statement of the matters asserted by the Association.

6.1.3 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 and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a Committee of other unit owners. If the Committee does not agree with the fine, the fine may not be levied. Should the Association be required to initiate legal proceedings to collect a duly levied fine, the prevailing party in an action to collect said fine shall be entitled to an award of costs, and a reasonable attorney's fee incurred before trial, at trial, and on appeal. The payment of fines shall be the ultimate responsibility of the unit owner, even when the violations for which fines have been levied arise out of the conduct of family members, guests, occupants, licensee, invitees and tenants.

EXHIBIT "A"

BY-LAWS

FILE REC 1568 PG 2032

OF

MARINATOWN VILLAGE, A CONDOMINIUM, SECTION I, ASSOCIATION, INC.

ARTICLE I: NAME AND LOCATION.

SECTION 1: The name of this Association shall be Marinatown Village, a Condominium, Section I, Association, Inc.

SECTION 2: The principal office of the Association in this State shall be located in North Fort Myers, Florida.

SECTION 3: Other offices for the transaction of business shall be located at such places as the Board of Administration may from time to time designate.

ARTICLE II: MEMBERS OF THE ASSOCIATION.

SECTION 1: The members of the Association shall be unit owners of Marinatown Village, a Condominium, Section I, North Fort Myers, Florida.

SECTION 2: An annual meeting of the Association members shall be held at 7:30 P.M. on the second Monday in MARCH of each year, said meeting to be held at the principal office of the Association or at such place, either on the condominium property or elsewhere, as may be described in the notice of such meeting. At such meeting, the Association members shall elect administrators to serve until their successors shall be elected and qualified.

SECTION 3. Any special meeting of the Association to be held at the place designated by such notice thereof may be called at any time by the President, or in his absence, a Vice President, or a majority of the Administrators. As used herein, the Board of Administration is synonymous with the Board of Directors, and Administrator is synonymous with Director. It shall be the duty of the Administrators, the President or a Vice President to call such a meeting whenever so requested by the Association members constituting

more than 10% of the Association voting membership.

SECTION 4: Notice of the time and place of the annual meeting and special meetings shall be mailed by United States certified mail by the Secretary to each Association member, or in the case of a husband and wife, the same may be addressed by one notice addressed to both of them, not less than fifteen (15) days before the date of such meeting, unless a unit owner shall waive notice of such meeting. Notice shall further be posted in a conspicuous place on the condominium property at least fifteen (15) days prior to such meeting.

SECTION 5: Annual or special meetings of the Association members may be held at any time and any place within or without the condominium property when voting shares constituting two-thirds (2/3rds) of the outstanding voting shares shall be present at such meeting and shall sign a written consent thereto on the recording of the meeting. The acts of any such meeting shall be valid as if duly called and notified.

SECTION 6: At any meeting of the Association, an Association member shall be entitled to vote and the weight of his, her or their vote shall be one vote per unit owned. Multiple owners of a unit shall have only one composite vote.

SECTION 7: Proxies shall be allowed, but must be in writing and shall be filed with the Secretary and by him entered and recorded in the minutes of the meeting. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which said proxy was given. In addition, any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. Any proxy given shall be revocable at any time at the pleasure of the unit owner executing such proxy, provided that such revocation shall be in writing.

SECTION 8: A quorum for the transaction of business at any Association meeting shall constitute the number of members representing a majority of the then outstanding voting shares, and the

Association members present at any meeting with less than a quorum may adjourn the meeting to a future time.

Vote Required to Transact Business. When a quorum is present at any meeting, the holders of a majority of the voting rights present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by expressed provision of the Statutes, the Declaration of Condominium or By-Laws a different vote is required, in which case such expressed provision shall govern and control the decision of such questions.

SECTION 9: The Association members shall have the powers, by a majority vote at such meeting, to remove any members of the Board of Administration or officer from office. Candidates for membership on the Board may be nominated from the floor.

SECTION 10: Minutes of Meetings. Minutes of all meetings of the unit owners and the Board of Administration shall be kept in a business-like manner and available for inspection by unit owners and Board members at all reasonable times. Minutes of the Association shall be retained for a period of not less than seven (7) years.

ARTICLE III: ADMINISTRATION AND MANAGEMENT OF CONDOMINIUM -
BOARD OF ADMINISTRATORS:

SECTION 1: The administration and management of the condominium property as the same relates to the common elements and the providing of utilities as may be designated shall be vested in the Condominium Association and through the Board of Administration and its officers. All officers and directors shall have a fiduciary relationship to the unit owners. The Association shall maintain an assessment roll and shall maintain such accounts and records as are necessary and prudent in accordance with good business standards. The Association, through its officers and administrators, shall have the same powers, authorities and responsibilities as are vested in the officers and directors of a corporation not for profit under the laws

of the State of Florida. The officers and directors, in the performance of their duties, shall cause to be maintained a record of all receipts and expenditures; an account for each unit owner reflecting the name and address of the unit owner, the amount of unit assessment, the dates and amounts in which assessments become due; amounts paid and the balance due. Any director who wilfully and knowingly fails to comply with the provisions of these By-Laws or the governing laws relating to condominiums may be subject to an action for damages or for injunctive relief or both, in which the prevailing party is entitled to recover reasonable attorney fees.

SECTION 2: The business, property of the Association, the common elements, and all assessments and generally the management and control of the Association and property owned by it shall be conducted and managed by the Board of Administrators of not less than three (3) nor more than nine (9) administrators, who shall be elected by the Association members but shall be a number divisible by three (3). During the period in which the Developer shall retain control as permitted by law or the Declaration, there shall be three (3) Directors.

SECTION 3: An annual meeting of the Board of Administrators may be held in the principal office of the Association immediately after the adjournment of the annual Association meeting.

SECTION 4: Special meetings of the Board of Administrators shall be held in the principal office of the Association or at such other place or places within or without the Condominium property as a majority of the administrators shall from time to time designate. Upon consent of a majority of the administrators, annual and special meetings of the Board may be held without notice at any time and place. All meetings of the Board of Administration shall be open to all unit owners.

SECTION 5: Notice of all annual and special meetings shall be mailed by United States mail to each administrator by the Secretary at least seven (7) days previous to the time fixed for the meeting.

All notices of special meetings shall state the purpose thereof. Notice of all meetings shall be posted conspicuously at least 48 hours in advance for the attention of unit owners except in an emergency.

SECTION 6: A majority of the Board of Administrators for the transaction of business at any annual or special meeting shall be necessary to constitute a quorum and the act of a majority of the administrators present at any such meeting at which a quorum is present shall be the act of the Board of Administrators.

SECTION 7: The Board of Administration shall elect the officers of the Association who shall serve without compensation. Such election may be held at the Board of Administration meeting following the annual membership meeting. An officer may be removed at any time by a majority vote of the Board of Administration.

SECTION 8. Vacancies in the Board of Administration may be filled by the remaining members of the Board at any regular or special meeting.

SECTION 9. At each annual meeting of the Association, the Administrators or the chairman thereof shall submit a report to the Association of the business transacted during the preceding year, together with a report of the general financial condition of the Association.

SECTION 10. Members of the Board of Administration shall be elected for a term of two (2) years, and any member of said Board may be re-elected for additional terms; provided, however, that the first Board of Administration may be comprised of members with staggered terms with one-third (1/3rd) of the membership elected for a term of three (3) years and one-third (1/3rd) thereof for one (1) year.

SECTION 11. In addition to the foregoing powers and authorities, the administrators shall have the power and duty to make and collect assessments against members of the Association to defray the costs of maintaining the condominium, to maintain, repair and replace condominium property, to make and amend regulations respecting the use of the property of the condominium.

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SECTION 12: The Board of Administration may, at its election, name from its members not less than three (3) persons to act as an Executive Committee to handle the day to day affairs of the Association.

SECTION 13: The Board of Administration shall adopt a budget for each fiscal year and the same shall contain estimates of costs for performing the various matters and functions of the Association. Copies of the proposed budget and assessments shall be mailed to each unit owner not less than thirty (30) days prior to the annual meeting.

SECTION 14: The Board of Administration shall deposit the funds of the Association in such bank or banks as they may, from time to time, direct and withdrawal of such funds shall be by such person or persons as the Board of Administration may direct.

SECTION 15: The Association members may direct any officer or administrator of the Association to provide fidelity bonds in such amounts as may be directed.

SECTION 16: The Board of Administration may make such amendment to the rules and regulations governing the use of condominium property as it may deem proper upon approval of 66-2/3% of all unit owners.

SECTION 17: The Board of Administration may employ such agents or parties as it may deem necessary to assist it in the administration and management of the Association.

SECTION 18: A copy of the proposed annual budget of common expenses shall be mailed to each unit owner not less than thirty (30) days prior to the meeting at which the budget shall be adopted. The budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include but not be limited to roof replacement, building painting and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. The budget

may be adopted by the Board of Administration; provided, however, that the unit owners shall be given written notice of the time and place at which such meeting of the Board shall be held to consider the budget and such meeting shall be open to all unit owners. Any budget adopted by the Board of Administration which requires assessment against the individual unit owners in any fiscal year exceeding 115% of such assessments for the preceding year shall, upon written application of 10% of the unit owners, be brought before a special meeting of the unit owners for ratification or revision of said budget. Said meeting shall be held upon not less than ten (10) days' written notice to each owner but, in any event, within thirty (30) days of the delivery of such request by 10% or more of the unit owners. At such meeting so called by the unit owners, they may consider and enact a revision of said budget or may recall any or all of the members of the Board of Administration and elect their successors; provided that such revision of the budget or recall of any members of the Board of Administration shall require a vote of not less than 2/3rds of the whole number of votes of all unit owners. The provisions herein shall not prevent the Board of Administration from submitting a budget for approval of the unit owners and, in the event of such approval after due notice thereof, said budget shall not be subject to re-examination. In determining whether any assessment exceeds 115% of similar assessments for prior years, there shall be excluded in such computation any provision for reasonable reserve made by the Board in respect to repair or replacement of condominium property or in respect to anticipated expenses by the Association which are not anticipated to be incurred on a regular basis and there shall be further excluded from such computation assessments for betterments to the condominium property or assessments for betterments to be imposed by the Board of Administration; provided, further that so long as the Developer shall have the authority to elect a majority of the Board of Administration, the Board shall not impose an

assessment for any year greater than 115% of the prior fiscal year without the approval of a majority of the unit owners.

SECTION 19: Any member of the Board of Administration may be recalled or removed from office with or without cause by the vote or agreement in writing of a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the Board of Administration may be called by 10% of the unit owners giving notice of the meeting in the same manner as required for a meeting of unit owners, and the notice shall state the purpose thereof.

ARTICLE IV: OFFICERS.

SECTION 1: The Association shall have a president, a vice president, a secretary and a treasurer. Officers of the Association shall serve at the pleasure of the Board and shall serve without compensation. They shall be chosen by the Board of Administration and shall hold their offices from year to year and shall be elected or re-elected at the annual meeting of the Association. The Association may also have more than one (1) vice president, assistant secretaries or assistant treasurers and such other officers and agents as may be deemed necessary. Any person may hold two (2) or more offices, except that the President shall not also be the secretary or assistant secretary of the Association. The president, secretary and the treasurer must also be administrators.

SECTION 2: The president, or in his absence, the vice president of the Association, shall preside at all meetings of the Board of Administration and Association meetings. The President shall have general supervision over the affairs of the Association and over other officers and in his absence, these duties shall be performed by the vice president.

SECTION 3: The secretary shall issue all notices of meetings of the Board of Administration and Association meetings and shall attend and keep the minutes of the same. He shall have

charge of the Association records and papers and shall perform all other duties normally incident to such office. In the absence of the secretary, his duties may be performed by an assistant secretary.

SECTION 4: The treasurer shall have custody of the funds of the Association and shall keep regular books and accounts, together with vouchers, receipts, records and other papers normally incident to such office. The treasurer shall also maintain an assessment roll with the names of each of the members of the Association and their assessment percentages. In the case of the absence or disability of the treasurer, the duties may be performed by an assistant treasurer.

SECTION 5: Each of the officers above described shall, in addition to the powers and duties conferred upon them herein, have all the powers, authorities and responsibilities as are designated to officers of a corporation not for profit under the laws of the State of Florida.

SECTION 6: Each of the officers of the Association shall be fidelity bonded, if the Florida Condominium Law shall require such bonding, in an amount and in the manner required by law. The expense of bonding of any officer or director shall be an expense borne by the Association.

ARTICLE V: MANNER OF COLLECTING COMMON EXPENSES FROM UNIT OWNERS:

SECTION 1: Assessments for Common Expense. Assessments for recurring common expenses shall be made for the calendar year annually in advance on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in twelve (12) equal consecutive monthly installments on the first day of each month for the year for which the assessments are made, and in an amount not less than is required to provide funds in advance for payment of all anticipated current operating expenses and all unpaid operating expenses previously incurred. If an

annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments thereon shall be due upon each installment payment date until changed by a new assessment. In the event such an annual assessment proves to be insufficient, it may be amended at any time after approval in writing by apartment owners entitled to cast at least 51% of the votes of the Association, and the unpaid assessment for the remaining portion of the calendar year shall be due in equal monthly installments on the first day of each month thereafter during the year for which the assessment is made. The rights and powers relating to collection of common expenses granted to the Board of Administration in this Article may be exercised concurrently by the Developer until such time as management shall be vested in the Association. All assessments shall be retroactive through the commencement of the fiscal year of the Association.

SECTION 2: Acceleration of Assessment Installments Upon Default. If an apartment owner shall be in default in the payment of an installment upon an assessment, the Board of Administration may accelerate the remaining installments of the assessments upon notice thereof to the apartment owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice but not less than ten (10) days after delivery thereof to the apartment owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

SECTION 3: Continued Default. In the event an apartment owner shall be in default in any regular or special assessments for more than twenty (20) days after mailing of the notice provided in Section 2 of this Article, or within ten (10) days after delivery thereof to the apartment owner, whichever shall be less, the same shall bear interest at the rate of ten (10%) percent per annum, computed monthly. In addition, the Association may, at its

election, file an action in the same form as if the Association were a mortgage holder, and may bring an action to recover money judgment, as well as recover costs and reasonable attorney's fees; and in such event, the Association may have the apartment owner removed from the premises by process of law as provided therein, and in such event, the apartment owner shall not be repossessed of the property until payment in full of the assessment as accelerated or such other arrangement as the said apartment owner may make with the Board of Administration. In addition, the Board of Administration may have such other actions or rights as the law may provide and grant for such default.

SECTION 4: Assessments for Emergencies. Assessments for common expenses of emergencies which cannot be paid from the assessments for recurring expenses shall be made only after notice of the need therefor to the apartment owners concerned. After such notice, and upon approval, in writing of more than one-half (1/2) of such apartment owners concerned, the assessment shall become effective, and it shall be due after thirty (30) days' notice thereof in such manner as the Board of Administration of the Association may require.

SECTION 5: Lien for Assessments Subordinate to Existing Mortgages. The lien of the Association shall be subordinate and inferior to any first mortgage liens of record held by an institutional mortgagee, encumbering such apartment. In lieu of foreclosing its lien, the Association may bring suit to recover a money judgment for any sums, charges or assessments required to be paid to the Association without waiving its lien securing payment. The Association is obligated to send the mortgagee, if any, a copy of the default notice prior to instituting any action.

SECTION 6. Notification of Mortgagee. Any apartment owner who mortgages his apartment shall notify the Association, providing the name and address of his mortgagee. The Association

shall notify the Mortgagee of any unpaid assessments due from the owner of an apartment.

SECTION 7: Payment of Assessments by Mortgage Holders and Developer and Excusal Therefrom. A first mortgagee or other purchaser who shall acquire title to a unit as a result of foreclosure or a deed in lieu of foreclosure may not during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses levied or assessed during the period of such ownership. Provided, however, that if any such mortgage holder or other purchaser shall acquire title as herein provided, then neither such party or his successors or assigns shall be responsible for the share of common expenses or assessments made by the Association pertaining to such unit which are chargeable to the former unit owner and which became due prior to acquisition of title as a result of foreclosure or obtaining a deed in lieu thereof unless such share is secured by a claim of lien for assessments that has been recorded prior to the recording of the mortgage. Provided, however, that the Developer, or its successors, nominees or assigns, including the construction financing institution of the Developer, as the owner of units, shall be excused from the payment of a share of the common expenses and assessments related to those units for a period which shall terminate not later than the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs. Provided, however, that in such event, the Developer, its successors or assigns be responsible for and pay the portion of common expenses incurred during that period, which exceed the amount assessed against other unit owners.

ARTICLE ~~VI~~ VII: ACCOUNTING AND AVAILABILITY OF RECORDS TO OWNERS:

The Board of Administration of the Association shall maintain accounting records according to good accounting practices which shall be open to inspection by all unit owners or their authorized representatives at reasonable times and written

*— New article
VI amendment
change all
further Article
numbers
1/16/03*

summaries of which shall be supplied at least annually to unit owners or their authorized representatives. Officers of the Board of Administration shall be authorized to employ such bookkeepers or accountants as may be necessary to keep the appropriate records.

ARTICLE ~~VIII~~^{VIII}: AMENDMENT OF BY-LAWS.

The By-Laws of the Association may be amended by a vote of not less than two-thirds (2/3rds) of the then voting units of the Association at any annual or special meeting; provided, however, that any such amendment shall not become effective unless the said amendment shall be set forth within or annexed to a duly recorded amendment to the Declaration. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws 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 By-Law. See By-Law . . .for present text." Nonmaterial errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment. Provided, however, that no amendment to the By-Laws shall be made without the consent of the Developer, its successors or assigns, so long as the Developer, its successors or assigns, shall own at least one condominium unit herein.

ARTICLE ~~VIII~~^{IX}: TAX EXEMPT CONDOMINIUM ASSOCIATION.

It is the intention of this Association to qualify for tax exempt status pursuant to the Tax Reform Act of 1976. To this end, the corporation is organized and operated to provide management, maintenance and care of the Association property and the Association, through its officers and directors, shall insure that at least 60% of its gross income shall consist of membership dues, fees and

assessments and that 90% of the Association's annual expenditures shall be to acquire, construct, manage and maintain, care for or improve the common elements of Marinatown Village, a Condominium, Section I. No part of the Association's net earnings shall inure to any private shareholder or owner's benefit. Anything herein to the contrary notwithstanding, it is the intention of the Association to qualify as a tax exempt Association as presently provided by the Federal Tax Law or as may be hereafter amended. Any provision of these By-Laws which would cause the Association to fail to qualify for such tax exempt status shall be null and void and shall yield to the overriding intention as herein expressed.

MARINA TOWN VILLAGE 0042-17

THE ENGINEERING, INC.
285 PROFESSIONAL SQUARE
4 JOST WHEEL TUNDA

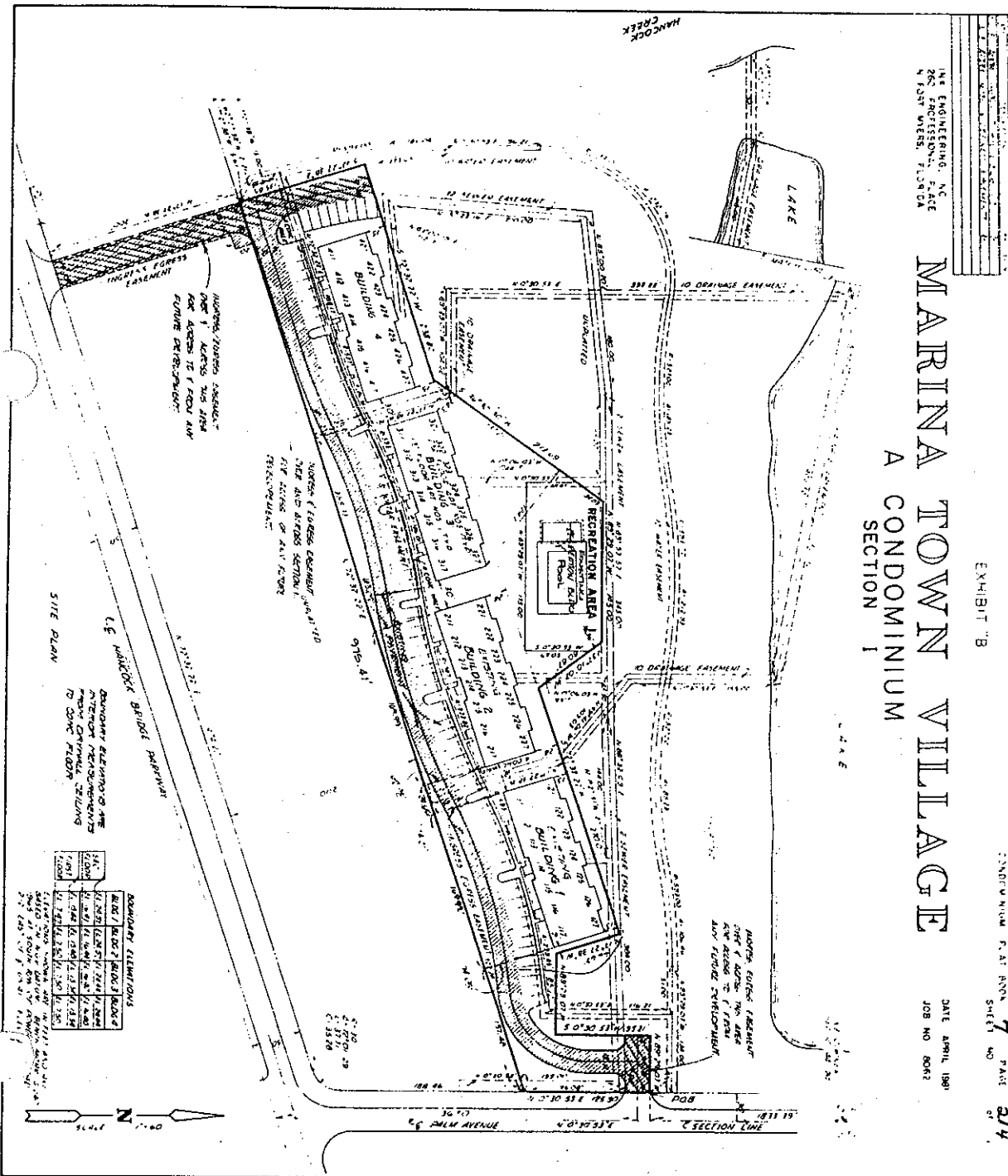
MARINA TOWN VILLAGE

A CONDOMINIUM SECTION I

EXHIBIT B

CONDOMINIUM PLAN BOOK 7 PAGE 214
SHEET NO. 1

DATE APRIL 1987
JOB NO. 8062



HAWDOCK CREEK EASEMENT
FOR ACCESS TO AND FROM
FUTURE DEVELOPMENT

HAWDOCK CREEK EASEMENT FOR ACCESS TO
AND FROM FUTURE DEVELOPMENT

HAWDOCK CREEK EASEMENT
FOR ACCESS TO AND FROM
FUTURE DEVELOPMENT

SITE PLAN
L.C. HAWDOCK BRIDGE PROPERTY
BOUNDARY ELEVATIONS
AS SHOWN ON THE
RECORD DRAWING
TO BE MAINTAINED
ON THE CONDOMINIUM
DEED

NO.	DESCRIPTION	ELEVATION
1	TOP OF FINISHED FLOOR	100.00
2	TOP OF FINISHED FLOOR	100.00
3	TOP OF FINISHED FLOOR	100.00
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