

**EAST LAKE WOODLANDS**

**CONDO # 7**

Prepared By and Return To:  
Cianfrone, Nikoloff, Grant & Greenberg, Esq.  
1964 Bayshore Boulevard, Suite A  
Dunedin, Florida 34698

KEN BURKE, CLERK OF COURT  
AND COMPTROLLER PINELLAS COUNTY, FL  
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**CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF EAST LAKE WOODLANDS CONDOMINIUM UNIT SEVEN**

NOTICE IS HEREBY GIVEN that by at a duly called meeting of the members on March 21<sup>st</sup> 2018, by a vote of not less than sixty percent (60%) of the votes of the entire membership of the Association, the Declaration of Condominium of East Lake Woodlands Condominium Unit Seven, as originally recorded in O.R. Book 5163, Page 477 et seq. of the Public Records of Pinellas County, Florida, and the same is hereby amended as follows:

“The Declaration of Condominium of East Lake Woodlands Condominium Unit Seven is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Condominium of East Lake Woodlands Condominium Unit Seven.”

IN WITNESS WHEREOF, EAST LAKE WOODLANDS CONDOMINIUM UNIT SEVEN ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 21<sup>st</sup> day of March, 2018.

EAST LAKE WOODLANDS CONDOMINIUM  
UNIT SEVEN ASSOCIATION, INC.

(Corporate Seal)

By: *Donald Holzhammer*  
DONALD HOLZHAMMER, President  
Printed Name

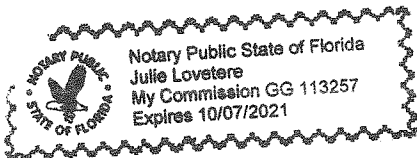
ATTEST:

*Susan Knight*  
Susan Knight, Secretary  
Printed Name

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of March, 2018, by Donald Holzhammer, as President, and Susan Knight, as Secretary, of EAST LAKE WOODLANDS CONDOMINIUM UNIT SEVEN ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

*Julie Lovetere*  
NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires: 10/7/21



**SCHEDULE OF AMENDMENTS  
TO  
DECLARATION OF CONDOMINIUM  
OF EAST LAKE WOODLANDS CONDOMINIUM UNIT SEVEN**

**ADDITIONS INDICATED BY UNDERLINE  
DELETIONS INDICATED BY ~~STRIKE THROUGH~~  
OMISSIONS INDICATED BY ELLIPSIS....**

1. Section 11, Use Restrictions, Subsection 11.7, Children, of the Declaration shall be deleted in its entirety as follows:

~~11.7 Children. No Unit shall be occupied by any permanent resident less than 16 years of age, with the exception of any children of management personnel. It is not intended by this provision to restrict children visiting Units by any visitation for a period of longer than 90 days in any one calendar year shall require the prior approval of the Association.~~

2. Section 11, Use Restrictions, Subsection 11.15, Leasing, of the Declaration shall be amended to read as follows:

11.15 After approval by the Association, as provided for herein, entire Units may be leased, provided the occupancy is by only one family. No transient tenants may be accommodated in any Unit. Transient tenants shall be deemed to be those occupying a Unit for 90 days or less. Unit Owners shall not be authorized to lease or rent his or her unit during the initial twelve (12) months of ownership. This provision shall in no way limit the Association's ability to lease or rent a Unit owned by the Association. The term "lease" shall be defined as any use of a Unit by persons other than the Owner, where money or other consideration is provided to the Owner in exchange for use of the Unit, whether or not a written lease exists.

Karlus D. DeBlaker

CLERK OF CIRCUIT COURT

MAR 18

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DECLARATION OF CONDOMINIUM OF

EAST LAKE WOODLANDS CONDOMINIUM UNIT SEVEN  
Woodlands Drive, Palm Harbor, FL 33563

MADE this 23rd day of February, 1981, by EAST LAKE WOODLANDS, LTD., a Florida limited partnership, for itself, its successors, grantees, and assigns,

WHEREIN EAST LAKE WOODLANDS, LTD. makes the following declarations:

1. PURPOSE. The purpose of this Declaration of Condominium is to submit the lands described herein and the improvements on those lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes.

1.1 Name and Address. The name by which this condominium is to be identified is EAST LAKE WOODLANDS CONDOMINIUM UNIT SEVEN, and its address is Woodlands Drive, Palm Harbor, FL 33563.

1.2 The Land. The lands owned by East Lake Woodlands, Ltd., a Florida limited partnership, which by this Declaration of Condominium, are hereby submitted to the condominium form of ownership, are more particularly described in Exhibit A-1 which is attached hereto and by this reference made a part hereof.

2. DEFINITIONS. The terms used in this Declaration of Condominium and in its Exhibits shall have the meanings stated in Chapter 718, Florida Statutes, and as follows, unless otherwise set forth herein or unless the context otherwise requires.

2.1 Act. Chapter 718, Florida Statutes, as amended from time to time.

2.2 Association. East Lake Woodlands Condominium Unit Seven Association, Inc., a Florida nonprofit corporation, and its successors.

2.3. Assessment. That portion of the cost of managing, maintaining, and repairing the Property as is charged to and borne by each Unit Owner and as is more particularly set forth in Exhibit A-3 which is attached hereto and by this reference made a part hereof. If the necessary regulation is adopted by the Association this term may also include any fine which may be levied by the Association against a Unit Owner.

2.4 Buildings. All structures designed and utilized for residential dwelling units, and which have been constructed on the Land.

2.5 By-Laws. The By-Laws of the Association and of this Condominium.

2.6 Common Elements. Common Elements shall include:

(a) All tangible personal property (including that owned by the Association) required for the maintenance and operation of the Condominium and subject to the right to dispose of such granted to the Association in Section 5.2(e), infra.

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01 Cash 11 Chg  
196.00  
1 DS  
13 Int  
Tot 271.00

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CONDOMINIUM PLAT PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 49 PGS 1 - 6 INCL.

Hold:  
American Title  
Palm Harbor  
Office

LAW OFFICES

HOWELL & DEAS, P.A.  
SUITE 606

1000 RIVERSIDE AVENUE

JACKSONVILLE, FLORIDA 32204

(b) Any land or other property or interest therein which may be acquired, in any fashion, by the Association for the Condominium, even though owned by the Association, provided that the amendment provisions of Section 5.2(c) infra, are complied with.

(c) All of the Property which is not included within the Units.

(d) Easements as may be necessary through Units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of Utility Services to other Units or the Common Elements.

(e) Installations for furnishing of Utility Services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing installations.

(f) The property and installations in connection therewith acquired for the furnishing of services to more than one Unit or to the Common Elements.

(g) Easements for maintenance of the Common Elements.

(h) Any other items as set forth in the Act.

2.7 Common Expenses. Common Expenses shall include:

(a) Expenses of management and administration of the Condominium.

(b) Expenses of insurance, maintenance, operation, repair, rental, replacement, and betterment of the Common Elements and of any portion or portions of any Unit which are required to be maintained by the Association.

(c) Expenditures by the Association for payment of costs that are the responsibility of a Unit Owner, including but not limited to, the costs of repair of damage to a Unit in excess of insurance proceeds, and the costs of insurance upon a Unit. It is specifically understood and agreed, however, that the Association shall not be required to make such expenditures, that the making of such expenditures shall be purely a matter of discretion on the part of the Association, and that the inclusion of this provision is intended solely to grant the Association certain enforcement rights under the Act insofar as the ultimate recovery of such expenditures by the Association from the responsible Unit Owner is concerned.

(d) Expenses declared Common Expenses by provisions of this Declaration or the By-Laws.

(e) Any valid charge against the Property as a whole.

2.8 Common Surplus. The excess of all receipts of the Association over the amount of Common Expenses.

2.9 Condominium. The Condominium shall consist of all the Property as a whole when the context so permits or requires, as well as the meaning set forth in the Act and may be used interchangeably with or in conjunction with the term Property.

2.10 Condominium Documents. This Declaration of Condominium and the Exhibits which are attached hereto, all as the same may from time to time be amended, together with any

and all other documents pertaining to the Condominium which are referred to herein or contemplated or allowed hereby. The attached Exhibits are as follows:

- |                |   |
|----------------|---|
| 1. Exhibit A-1 | Legal Description   |
| 2. Exhibit A-2 | Condominium Plat  |
| 3. Exhibit A-3 | Percentage of Ownership<br>in Common Elements and<br>Common Surplus and Share<br>of Common Expenses |
| 4. Exhibit B   | Articles of Incorporation   |
| 5. Exhibit C   | By-Laws   |

2.11 Condominium Parcel. A Unit, together with the undivided interest in the Common Elements that is appurtenant to the Unit; and, when the context permits, the term shall include all of the appurtenances to the Unit.

2.12 Declaration. This Declaration of Condominium and the Exhibits which are attached hereto, all as the same may from time to time be amended.

2.13 Developer. East Lake Woodlands, Ltd., a Florida limited partnership, together with its successors, assigns, or grantees.

2.14 Institutional Lender. Any bank, savings and loan association, real estate investment trust, union pension fund, properly authorized agency of the United States of America, mortgage banking firm, mortgage company, or insurance company.

2.15 Land. The realty described in Exhibit A-1 attached hereto.

2.16 Plans and Specifications. The plans and specifications prepared by Tom Watts, entitled "East Lake Woodlands - 2 story Condominiums Phases...VII...", and dated January 2, 1979.

2.17 Plat. Exhibit A-2 which is attached hereto and by this reference made a part hereof, as such may be subsequently amended from time to time in the future.

2.18 Property. The Land, any and all improvements thereon, including any tangible personal property utilized for the maintenance and operation of the Condominium, and also including all easements and rights appurtenant thereto and intended for use in connection with the Condominium.

2.19 Regulations. Any rules or regulations respecting the use of the Property that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and By-Laws.

2.20 Share. The percentage of undivided interest in and to the Common Elements and Common Surplus which is appurtenant to each Unit and which is set forth in Exhibit A-3 attached hereto.

2.21 Unit. The individual residence described in Section 3.5, infra, and shown on the Plat.

2.22 Unit Owner. Any owner of a Unit.

2.24 Utility Services. As used in the Act, as construed with reference to this Condominium, and as used in the Declaration and By-Laws, Utility Services shall include, but not be limited to, electric power, gas, hot and cold water, heating, telephone, refrigeration, airconditioning, master television,

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HOWELL & DEAS, P.A.

SUITE 404

1000 RIVERSIDE AVENUE

JACKSONVILLE, FLORIDA 32204

security systems, and garbage and sewage disposal, although the listing of such services herein does not necessarily imply, much less guarantee, that the providing of such services is contemplated.

3. DEVELOPMENT PLAN. The Condominium is described and established as follows:

3.1 Survey. A survey of the Land showing the improvements, including the Buildings thereon, is attached hereto as Exhibit A-2 and is sometimes referred to herein as the Plat.

3.2 Plat. The improvements upon the Land are or will be constructed substantially in accordance with the Plans and Specifications as is set forth in the Plat which reflects the location and dimension of each and every Unit.

3.3 Amendment of Plans and Specifications.

(a) Alteration of Unit Plans. The interior plan of a Unit may be changed by its owner provided, however: that no changes or alterations may be made which adversely affect the structural integrity or soundness of the Buildings, or adversely affect the operation of or location of any system providing Utility Services to Units other than that being altered; that adequately detailed plans and specifications for such changes or alterations are submitted to and approved by the Association, and any Institutional Lender holding a mortgage on such Unit in writing prior to the commencement of such work; and that such work is performed by a person or firm duly licensed by the State of Florida to perform such work. However, in no event may the size or boundaries of a Unit be changed. No Units may be subdivided. No change shall be made in balconies. Any change that is made within a Unit shall also comply with the requirements of Section 5, *infra*. Developer reserves the right to make changes within Units during the construction of the Buildings as long as those changes do not change the size and dimensions of Units for which a Purchase And Sale Agreement has been signed, unless such changes are approved by the purchaser affected by the change.

3.4 Utility Easements. Easements are hereby reserved through the Property as may be required for Utility Services in order to serve the Condominium adequately; provided, however, these easements through a Unit shall be only according to the Plans and Specifications for the appropriate Building, or as the Building is constructed, unless approved in writing by the affected Unit Owner. The easements shall include, but not be limited to, the chases that run vertically through Units as shown upon the Plans and Specifications. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs the Utility Services or fireplaces using the easements.

3.5 Unit Boundaries. Each Unit shall include, in addition to the air compressor unit utilized exclusively for the respective Unit as is indicated on the Plat, that part of the Building containing the Unit that lies within the boundaries of the Unit as set forth in the Plat and which lie within the following boundaries (excluding, however, all spaces and improvements lying beneath the undecorated finished surfaces of any interior bearing walls or partitions, and further excluding all installations, pipes, ducts, wires, conduits, and other facilities running through any interior wall or partition for the furnishing of Utility Services to Units or Common Elements):

(a) Upper and Lower Boundaries. The upper and lower boundaries of a Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper Boundaries. The upper boundary of all Units shall be the horizontal plane of the undecorated finished ceiling, including, if applicable, the slab over a patio or balcony.

(2) Lower Boundaries. The lower boundary shall be the horizontal plane of the undecorated finished floor, including, if applicable, the floor slab of a patio or balcony.

(b) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior of the walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries and extended to and including the patio or balcony, all as set forth in the Plat.

3.6 Common Elements. The Common Elements include all of the Property except the Units, as well as the various other items referred to in Section 2.6, supra, and include, but are not limited to, the following items as to which the Association shall have the powers indicated:

(a) Use; Charges. The foregoing and all other Common Elements except as otherwise provided herein, shall be available for use by all Unit Owners without discrimination. That use will be without charge unless a charge is specifically authorized by the Declaration, except that the Association, when authorized by the Regulations, may charge for the exclusive use of certain facilities from time to time, provided that such exclusive use thereof is made available to all Unit Owners. All revenue from those charges shall be treated as proceeds from Assessments for Common Expenses and shall be applied to the payment of Common Expenses or added to Common Surplus.

(b) Reserved Easements. Anything herein to the contrary notwithstanding, it is specifically understood and agreed that nonexclusive easements for the purpose of affording vehicular, pedestrian, and utilities ingress, egress, and access for the benefit of residents of the Condominium or any other Condominiums or other residential developments which may be or are constructed on land adjacent to or in the vicinity of the Property are hereby reserved in those portions of the Common Elements which are or will be utilized for roadways and sidewalks. This shall not be construed as to give or create any right to park vehicles upon any portion of the Property other than as may be otherwise specifically provided for in this Declaration or by the Regulations.

4. THE UNITS. The Units of the Condominium are individual residences and are described more particularly, and the rights and obligations of Unit Owners are established as follows:

4.1 Unit Numbers. There are 16 Units in Buildings 1 through 5 and 12 Units in Building 6. The Units are numbered from 1 to 92, inclusive, all as is more particularly set forth on the Plat. Units bearing odd numbers are first floor Units. Units bearing even numbers are second floor Units.

4.2 Typical Unit Plans. There are two typical floor plans of Units, which are more particularly set forth on the Plat.

4.3 Appurtenances to Units. The owner of each Unit shall own a share and certain interests in the Property, which share and interests are appurtenant to his Unit, including but not limited to, the following items that are appurtenant to the several Units as indicated:



(a) Ownership of Common Elements and Common Surplus. The undivided share in the Common Elements and in the Common Surplus that is appurtenant to each Unit is as set forth in Exhibit A-3 attached hereto.

(b) Use of Common Elements. Use of the Common Elements in common with other Unit Owners. This use is in addition to and not in lieu of the various easement rights granted elsewhere herein.

(c) Association Membership and Voting. The membership of each Unit Owner in the Association and the interest of each Unit Owner in the funds and assets held by the Association. Each Unit shall be entitled to one vote at meetings of the Association in accordance with the provisions of the By-Laws.

4.4 Liability for Common Expenses. Each Unit Owner shall be liable for a proportionate share of the Common Expenses, that share being the same as the undivided share in the Common Elements appurtenant to his Unit, again as set forth in Exhibit A-3 attached hereto, but subject, however, to the limitation of Section 4.5 infra.

4.5 Guaranteed Maximum Assessments. Developer hereby guarantees all of the owners of Units other than the Developer that the Assessment levied for Common Expenses with respect to Units will not exceed the dollar amounts set forth in Exhibit A-3 attached hereto for the period of time set forth in Exhibit A-3 attached hereto. Developer hereby obligates itself to pay to the Association any amount of Common Expenses incurred prior to January 1, 1982, and not produced by Assessments at the guaranteed levels as set forth in Exhibit A-3 attached hereto which are receivable from other owners of Units. In consideration of Developer's obligations pursuant hereto, it is understood and agreed that notwithstanding anything in the Declaration to the contrary, Developer shall be excused from the payment of its share of the Common Expenses with respect to those Units owned by Developer prior to January 1, 1982 and Developer and the Units owned by Developer shall not be subject to Assessment as provided for in this Declaration prior to January 1, 1982. The terms and provisions of this Section 4.5 shall cease and terminate and automatically become null and void on January 1, 1982.

5. MAINTENANCE, ALTERATION, AND IMPROVEMENT. Responsibility for the maintenance of the Property, and restrictions upon its alteration and improvement, shall be as follows:

5.1 Units.

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

(1) All portions of a Unit (except interior surfaces), if any, which contribute to the support of the Building; as well as any systems supplying Utilities Services to more than one Unit.

(2) Balconies (except the painting of floors), and patios.

(3) All incidental damage caused to a Unit by work performed by the Association under this Section 5.1(a) shall be repaired promptly at the expense of the Association.

(4) Provided, however, that the Association shall have the authority to require Unit Owners, at their expense, to maintain, repair, and replace awnings, screens, and

glass for windows and glass doors within their respective Units except in the case of damage for which insurance proceeds are paid under policies purchased by the Association.

(b) By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

(1) To maintain, repair, and replace at his expense all portions of his Unit except the portions thereof to be maintained, repaired and replaced by the Association and except for the portions thereof damaged by casualty for which insurance proceeds are paid under policies purchased by the Association. This shall be done without disturbing the rights of other Unit Owners.

(2) The portions of a Unit to be maintained, repaired and replaced by the Unit Owner at his expense shall include, but not be limited to the following items: air handling equipment for cooling and heating; service equipment, such as dishwasher, garbage disposal, trash compactor, refrigerator, oven, stove, and water heater, whether or not these items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; door, window, and screen fittings and hardware; floor coverings except the floor slab; and inside paint and other inside wall finishes. Mechanical equipment and the installation of that equipment shall be such that its operation will not cause annoyance to the occupants of other Units.

(3) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the Building. Balconies and porches that are not closed against the weather shall be included in this restriction.

(4) To keep all floors in his Unit, except bathrooms, kitchens and balconies, covered with wall-to-wall carpeting, or with other floor covering that will not transmit sound.

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

(c) Alteration and Improvement. Except as elsewhere provided, 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, or remove any portion of them, or make any additions to them, or do anything that would jeopardize the safety or soundness of the Building, or impair any easement, without first obtaining approval in writing of owners of all Units in which the work is to be done and the approval of the board of directors of the Association. If the alteration of or improvement to the Unit will change the appearance of any portion of the exterior of the Building, the change in appearance must be approved by the owners of 75% of the Units at a meeting of Unit Owners called for that purpose. A copy of plans for all of the proposed work, prepared by an architect licensed to practice in the State of Florida, shall be filed with the Association prior to the start of the work.

## 5.2 Common Elements.

(a) By the Association. The maintenance and operation of the Common Elements shall be the responsibility of the Association and the cost shall be a Common Expense.

(b) Alteration and Improvement. After the completion of the improvements included in the Common Elements contemplated by this Declaration, there shall be no alteration

nor further improvement of the Common Elements or acquisition of additional Common Elements without prior approval in writing by the owners of not less than 75% of the Units, except as provided by the By-Laws. Any such alteration or improvement shall not interfere with the rights of any Unit Owners without their consent. The cost of the alteration, improvement, or acquisition shall not be assessed against any Institutional Lender that acquires its title to a Unit owned, unless that owner shall approve the alteration, improvement, or acquisition, and this shall be so whether title to the Unit is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any such cost not so assessed shall be assessed to the other Unit Owners in the shares that their shares in the Common Elements bear to each other. There shall be no change in the shares and rights of a Unit Owner in the Common Elements nor in his share of Common Expenses, whether or not the Unit Owner contributes to the cost of such alteration, improvement, or acquisition.

(c) Submission of Land to Condominium. Land acquired by the Association may be added to the Land. This may be done by an amendment to the Declaration that includes the description of the acquired land, submits that land to condominium ownership under the terms of the Declaration, and states that the amendment conveys the land by the Association to the Unit Owners but without naming them. The amendment shall be executed by the Association and adopted by the Unit Owners in the manner elsewhere required for an amendment of the Declaration. Such an amendment, when recorded in the current public records of Pinellas County, Florida, shall divest the Association of title to the land and shall vest the title in the Unit Owners, without further conveyance, in the same respective undivided shares as the undivided shares in the Common Elements appurtenant to the Units owned by them.

(d) Disposition of Land. Any land acquired by the Association that is not submitted to condominium ownership by amendment of the Declaration may be sold, mortgaged, or otherwise disposed of by the Association after approval in writing by the owners of not less than 75% of the Units. 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 same formalities required for a deed and delivered to a purchaser or mortgagee of the land.

(e) Disposition of Personal Property. Any personal property acquired by the Association may be sold, mortgaged, or otherwise disposed of by the Association.

6. ASSESSMENTS. The making and collection of Assessments against Unit Owners for Common Expenses shall be pursuant to the By-Laws and subject to the following provisions, in addition to the limitations of Section 4.5, supra.

6.1 Share of Common Expense. Each Unit Owner shall be liable for a proportionate share of the Common Expenses, and shall share in the Common Surplus, those shares being the same as the undivided share in the Common Elements appurtenant to the Unit owned by him, all as provided for in Exhibit A-3 attached hereto.

6.2 Interest; Application of Payments. The portions of Assessments and installments of Assessments that are not paid when due shall bear interest at the rate of fifteen percent per annum from the date when due until paid, together with, or in lieu thereof, as the Association may elect, a late charge which shall be calculated in an amount reasonably necessary to reimburse the Association for the administrative expenses

which it incurs incident to such. All payments upon account shall be applied first to late charges, if any, then to interest and then to the Assessment payment first due, and each and every Assessment payment due thereafter in chronological order.

6.3 Lien for Assessments. The lien for unpaid Assessments, including any late charges and interest, as well as any fines, shall secure reasonable attorneys' fees, including but not limited to, appellate fees, incurred by the Association incident to the collection of an Assessment or enforcement of the lien. Said lien shall be effective only from and after recording of a claim of lien and shall be subject and subordinate to any mortgage recorded prior to the date of recording a claim of lien.

6.4 Mortgagees. Where a holder of a first mortgage on a Unit or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the first mortgage or as a result of a deed given in lieu of foreclosure, such acquirer of title, its successors, grantees and assigns, shall not be liable for the share of Common Expenses pertaining to such Unit or chargeable to the former Unit Owner which became due prior to the acquisition of title to the Unit, unless such share is secured by a claim of lien that is recorded prior to the recording of the mortgage in question.

6.5 Rental Pending Foreclosure. In any foreclosure of a lien for Assessments, the owner of the Unit subject to the lien shall be required to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the rent therefrom.

7. ASSOCIATION. The operation of the Condominium shall be by the Association, which shall fulfill its duties and functions pursuant to the following provisions:

7.1 Articles of Incorporation. The provisions of the Articles of Incorporation of the Association, a copy of which is attached hereto as Exhibit B and by this reference made a part hereof.

7.2 By-Laws. The provisions of the By-Laws of the Association a copy of which is attached hereto as Exhibit C and by this reference made a part hereof.

7.3 Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Property, the Association shall not be liable to Unit Owners for injury or damage (other than the cost of such 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 Unit Owners or persons.

7.4 Roster of Unit Owners and Mortgagees.

(a) Owners of Units. The Association shall maintain a roster of names and mailing addresses of Unit Owners. The roster shall be maintained from evidence of ownership furnished to the Association from time to time and from changes of mailing addresses furnished from time to time. Each Unit Owner shall furnish to the Association a true copy of the record evidence of his title, which evidence shall entitle the Unit Owner to be included in the roster if his ownership has been approved by the Association in the manner elsewhere required, and provided, of course, that such approval is required.

(b) Mortgagees. The Association shall maintain a roster that shall contain the name and address of each owner and holder of a mortgage upon a Unit in the Condominium of which notice is given to the Association. This notice shall consist of a true copy of the recorded instrument evidencing the interest of the mortgagee, which term, when used in the Declaration, shall include any owner and holder of a mortgage. The mortgagee shall be stricken from the roster upon receipt by the Association of a request from the mortgagee or of a true copy of a recorded release or satisfaction of the mortgage. Notice of the removal shall be given to the mortgagee unless the removal is requested by the mortgagee, in which case, no such notice shall be required or given.

7.5 Restraint upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated, have a security interest granted therein, or be transferred in any manner except as an appurtenance to his Unit.

7.6 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, that decision shall be expressed by the same person who would be authorized to cast the vote of that owner if in an Association meeting, unless the joinder of record owners is specifically required by the Declaration.

8. INSURANCE. The insurance, other than title insurance, that shall be carried upon the Property and the property of the Unit Owners shall be governed by the following provisions:

8.1 Purchase; Named Insured; Custody and Payment of Policies.

(a) Purchase. All insurance policies upon the Condominium shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.

(b) Approval. Each insurance policy and the agency and company issuing the policy shall be subject to approval by the Institutional Lender exercising the rights thereto granted by the terms and conditions of Section 16, *infra*. The approval may be obtained by directing to the Institutional Lender having the right of approval a request in writing for approval or disapproval within 10 days after the receipt of the request; and if a response from the Institutional Lender is not received within that 10 day period, the request shall be deemed to be approved. An approval shall not be unreasonably withheld or denied.

(c) Named Insured. The named insured shall be the Association individually and as agent for the owners of Units covered by the policy without naming them, and shall include mortgagees listed in the roster of mortgagees who hold mortgages upon Units covered by the policy whether or not the mortgagees are named. Unit Owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense.

(d) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the insurance trustee designated by the board of directors of the Association and approved by the Institutional Lender exercising the rights thereto granted by the terms and conditions of Section 16, *infra*, and all policies and endorsements to them shall be deposited with the insurance trustee.

(e) Copies to Mortgagees. One copy of each insurance policy and of all endorsements to it shall be furnished by the Association to each mortgagee included in the mortgage roster who holds mortgages upon Units covered by the policy. The copies shall be furnished not less than 10 days prior to the beginning of the term of the policy or not less than 10 days prior to the expiration of each preceding policy that is being renewed or replaced, whichever date shall first occur.

## 8.2 Coverage.

(a) Casualty. All Buildings and improvements upon the Land shall be insured in such amounts that the insured will not be a co-insurer except under deductible clauses required to obtain coverage at a reasonable cost. The coverage shall exclude foundation and excavation costs, that part of the value of each Unit occasioned by special improvements made by Unit Owners and not common to Units otherwise comparable in construction and finish, and all increase in value of Units occasioned by alterations, betterments, and further improvement by Unit Owners. All personal property included in the Common Elements shall be insured, subject to any exclusions or deductibles which the Association may determine, in its judgment, are in the best interests of the Association to accept. Values of insured property shall be determined annually by the board of directors of the Association which shall, at the same time, review the extent and nature of the insurance coverage. Insurance coverage shall afford protection against:

(1) Hazard. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(2) Other Risks. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location, and use as the Buildings on the Land, including, but not limited to, insurance covering flooding, vandalism, and malicious mischief to the extent that such is available. The bailee liability, if any, of the Association to Unit Owners shall be insured.

The policies shall state whether the following items are included within the coverage in order that Unit Owners may insure themselves if the items are not insured by the Association: air handling equipment for cooling and heating; service equipment, such as dishwasher, garbage disposal, trash compactor, refrigerator, oven, stove, and water heater, whether or not those items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; and inside paint and other inside wall finishes.

When appropriate and possible, without the imposition of an unreasonably excessive additional premium, the policies shall waive the insurer's right to:

(i) subrogation against the Association and against the Unit Owners individually and as a group;

(ii) the pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

(iii) avoid liability for a loss that is caused by an act of the board of directors of the Association, or by a member of the board of directors of the Association, or by one or more Unit Owners.

(b) Public Liability. Public liability insurance in such amounts and with such coverage as shall be required by the board of directors of the Association from time to time, including, but not limited to, hired automobile and nonowned automobile coverages, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

(c) Workmen's Compensation Policy. Adequate coverage to meet the requirements of law.

(d) Other Insurance. Such other insurance as the board of directors of the Association shall determine from time to time to be desirable.

(e) Excess Liability. In any legal action in which the Association, or its insurance carrier, may be exposed to liability in excess of the insurance coverage protecting it and the Unit Owners, the Association shall give notice of the potential exposure, within a reasonable time, to all Unit Owners who may be so exposed, together with any holders of mortgages on the Units, and they shall have the right to intervene and defend in such action.

8.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium occasioned by or attributable to permissible use of a Unit for other than a residence, or misuse, occupancy, or abandonment of a Unit or its appurtenances or of the Common Elements by a Unit Owner shall be assessed against and paid by that Unit Owner. Not less than 10 days prior to the date when a premium is due, evidence of the payment shall be furnished by the Association to each mortgagee listed in the roster of mortgagees.

8.4 Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners, and their respective mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to such bank in Florida with trust powers as may be designated as insurance trustee by the board of directors of the Association and as may be approved by the Institutional Lender exercising the rights thereto granted by the terms and provisions of Section 16, *infra*; which trustee is sometimes referred to in this Declaration 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 and hold the insurance proceeds and other funds that are paid to it in trust for the purposes elsewhere stated in this Declaration 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:

(a) Unit Owners. An undivided share for each Unit Owner, that share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(b) Mortgagees. In the event a mortgagee endorsement to an insurance policy has been issued as to a Unit and this is deposited with the Insurance Trustee, 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 any 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 proceeds made to the Unit Owner and mortgagee.

8.5 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 manner hereafter provided in Section 9, infra.

8.6 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 and for each owner of any other interest in the Property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

8.7 Benefit of Mortgagee. Certain provisions in this Section 8 are for the benefit of mortgagees of Units. All of these provisions are covenants for the benefit of any mortgagee of a Unit and may be enforced by that mortgagee.

## 9. RECONSTRUCTION AND REPAIR AFTER CASUALTY.

9.1 Determination Whether to Reconstruct and Repair. Whether or not Property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

(a) Lesser Damage. If 50% or more of the Units are found by the board of directors of the Association to be tenantable after the casualty, the damaged Property shall be reconstructed and repaired.

(b) Major Damage. If 50% or more of the Units are found by the board of directors of the Association not to be tenantable after the casualty, whether the damaged Property will be reconstructed and repaired or the Condominium terminated shall be determined in the following manner:

(1) Immediately after the determination of the amount of insurance proceeds, the Association shall give notice to all Unit Owners and mortgagees of the casualty, the extent of the damage, the estimated cost to rebuild and repair, the amount of insurance proceeds available, and the estimated amount of Assessments required to pay the excess of the cost of reconstruction and repair over the amount of insurance proceeds available.

(2) The notice shall call a meeting of Unit Owners to be held within 30 days from the mailing of the notice.

(3) If the reconstruction and repair is approved at the meeting by the owners of 75% of the Units, the damaged Property will be reconstructed and repaired; but, if not so approved, the Condominium shall be terminated without agreement as elsewhere provided.

(4) The approval of a Unit Owner may be expressed by vote or in writing filed with the Association at or prior to the meeting.

(5) The expense of this determination shall be assessed against all Unit Owners as a Common Expense.

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president to determine whether or not the damaged Property is to be reconstructed and repaired.



9.2 Report of Damage. If any part of the Property shall be damaged and insurance proceeds or other funds are paid to the Insurance Trustee on account of the damage, a report of the damage shall be submitted by the Association to the Insurance Trustee. The report shall include the following information:

- (a) Date and cause of damage.
- (b) Whether the damaged Property will be reconstructed and repaired or the Condominium terminated.
- (c) If applicable, the name and address of all mortgagees holding mortgages on any of the damaged Property, together with sufficient data to identify the mortgagees' interest in such damaged Property.

If the damaged Property shall be reconstructed and repaired, the report shall include the following additional information:

- (a) Schedule of damage for which the Association has the responsibility for reconstruction and repair, and the estimated costs of such reconstruction and repair.
- (b) Whether any damaged Property for which the Association has the responsibility for reconstruction and repair includes any structural parts of a Building.
- (c) Schedule of damage for which Unit Owners have the responsibility for reconstruction and repair and the estimated costs of each Unit Owner for such reconstruction and repair.

9.3 Responsibility for Reconstruction and Repair. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the Property as provided in Section 5, supra.

9.4 Plans and Specifications. Any reconstruction and repair must be substantially in accordance with the Plans and Specifications; or, if not, then according to plans and specifications approved by the board of directors of the Association, and, if the damaged Property is a Building, by the owners of not less than 75% of the Units in the Building and their respective mortgagees, including the owners of all Units the Plans and Specifications for which are to be altered.

9.5 Assessments; Determination of Sufficiency of Funds.

(a) Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during that work or upon completion of the work the funds available for the payment of the costs are insufficient, Assessments shall be made by the Association against all Unit Owners in sufficient amounts to provide funds for the payment of those costs. The Assessments shall be made as for a Common Expense, except that the cost of construction, reconstruction, and repair occasioned by special improvements made at the request of the owner and not common to other Units shall be assessed to the owner of the responsible Unit.

(b) Determination of Sufficiency of Funds. If the estimated costs of reconstruction and repair for which the Association is responsible do not exceed \$10,000, the sufficiency of funds to pay the costs shall be determined by the board of directors of the Association and the sums paid upon the Assessments shall be held by the Association. If the

estimated costs exceed \$10,000, the sufficiency of funds to pay the costs shall be determined by an architect qualified to practice in the State of Florida and employed by the Association to supervise the work, and the sums paid upon the Assessments shall be deposited by the Association with the Insurance Trustee.

9.6 Disbursement of Funds. The funds held by the Association or by the Insurance Trustee after a casualty, which will consist of the proceeds of insurance and possibly the sums collected from Assessments against Unit Owners on account of the casualty, shall be disbursed in the following manner and order:

(a) Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or appropriate provision made for payment.

(b) Termination of the Condominium. If the Condominium is terminated, either by agreement after lesser damage or by failure of the Unit Owners to approve reconstruction and repair after major damage, the remaining funds shall be deemed to be a portion of the Property and shall be owned by the Unit Owners as tenants in common in the undivided shares in which they own the Common Elements prior to the termination. The balance of the funds shall be distributed to the beneficial owners upon demand of the Association in the amounts certified by the Association, remittances to Unit Owners and their mortgagees being made payable jointly to them.

(c) Reconstruction and Repair of Damage. If the damaged Property is reconstructed and repaired, the funds shall be disbursed in the following manner:

(1) By Association - Damages of \$10,000 or Less. If the estimated costs of reconstruction and repair that is the responsibility of the Association do not exceed \$10,000, the funds shall be disbursed in payment of these costs upon the order of the Association; provided, however, the funds shall be disbursed in the manner hereafter provided for the reconstruction and repair of damage of more than \$10,000 if the damaged Property includes structural parts of a Building, or if requested by a mortgagee that is a beneficiary of an insurance policy, the proceeds of which are included in the funds.

(2) By Association - Damages of More Than \$10,000. If the estimated costs of reconstruction and repair that is the responsibility of the Association exceed \$10,000, the funds shall be disbursed in payment of these costs in the manner required by the board of directors of the Association; provided, however, that an architect qualified to practice in the State of Florida and employed by the Association to supervise the work shall approve all disbursements as being due and properly payable.

(3) By Unit Owners. If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of the Association, this balance shall be distributed to owners of damaged Units who have responsibility for reconstruction and repair of their Units. The distribution shall be in the shares that the estimated cost of reconstruction and repair of this damage in each damaged Unit bears to the total of these costs in all damaged Units; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs for reconstruction and repair for his Unit. If there is a mortgage upon a Unit, the distribution to which the Unit Owner is entitled shall be paid to the Unit Owner and the mortgagee jointly.

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(4) 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 remaining after payment of the costs for which the funds are collected, the balance shall be distributed to the beneficial owners of the funds, remittances to Unit Owners and their mortgagees being made payable jointly to them; provided, however, that the part of a distribution to a Unit Owner that is not in excess of Assessments paid by that owner into the funds shall not be made payable to any mortgagee.

(d) Reliance upon Certificates. Notwithstanding the provisions of the Declaration, the Insurance Trustee shall not be required to make a determination as to the existence of certain facts upon which the distribution of funds is conditioned. Instead, the Insurance Trustee may rely solely and without liability upon the certificate of the Association made by its president stating:

(1) Whether the damaged Property will be reconstructed and repaired or the Condominium terminated.

(2) Whether or not payments upon Assessments against Unit Owners shall be deposited with the Insurance Trustee.

(3) That sums to be paid are due and properly payable, the name of the payee, and the amount to be paid.

(4) The names of Unit Owners to receive distribution of funds and the amounts to be distributed to them; provided, however, that when a mortgagee is required by the Declaration to be named as payee of a distribution to a Unit Owner, the Insurance Trustee also shall name the mortgagee as payee of any distribution of insurance proceeds to a Unit Owner, provided that the name of the appropriate mortgagee is also included in the certificate furnished by the Association.

(e) Proviso. Provided, however, that under the following circumstances the approval of the architect elsewhere required shall be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair,

(1) When the report of damage shows that the damaged Property includes structural parts of a Building.

(2) When the report of damage shows that the estimated costs of reconstruction and repair that is the responsibility of the Association exceed \$10,000.

(3) If required by the Association or by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the funds to be disbursed.

9.7 Benefit of Mortgagees. Certain provisions in this Section 9 are for the benefit of mortgagees of Units. All of these provisions are covenants for the benefit of any mortgagee of a Unit and may be enforced by the mortgagee.

9.8 Adjustment of Amount. The amount of \$10,000 stated in this section shall be adjusted on July 1, 1990, so that the adjusted amount will have the same purchasing power in the months of January, February, and March, 1990, as the amount applicable in the preceding year has in the months of January, February, and March, 1980; and this adjusted amount shall be further adjusted on July 1, 2000, and on July 1 of each 10th year thereafter so that the adjusted amount will have the same purchasing power in the months of January, February, and March

in the year of the adjustment as the amount applicable in the preceding year has in the months of January, February, and March of the latest prior year, the number of which is divisible by 10. The purchasing power of the amount shall be measured by the average of the index numbers of retail commodity prices for the months indicated. The adjusted amount shall be computed by multiplying the amount applicable in the preceding year by the designated average of index numbers for the year of adjustment, and by dividing the result by the designated average of index numbers for the latest prior year, the number of which is divisible by 10, except that in the adjustment on July 1, 1990, the divisor shall be the designated average of index numbers for 1980. The index numbers to be employed are the index numbers of retail commodity prices designated "CONSUMER PRICE INDEX - U.S. CITY AVERAGE, ALL ITEMS" prepared by the Bureau of Labor Statistics of the U. S. Department of Labor, provided that the index in the controlling year and the index in the year of adjustment shall be constructed upon the same base. Any publication by either the U.S. Department of Labor or the U.S. Department of Commerce in which those index numbers are published shall be admissible in evidence in any legal or judicial proceeding involving the adjustment without further proof of authenticity. In the event the U.S. Department of Labor ceases to prepare and to publish those retail commodity index numbers, the adjustment of amounts thereafter shall be according to the most closely comparable commodity index designated by the U.S. Department of Labor; and if it is not designated by that department, then the most closely comparable index as determined by the board of directors of the Association.

#### 10. CONDEMNATION.

10.1 Deposit of Awards with Insurance Trustee. The taking of Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the board of directors of the Association, a special Assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that owner.

10.2 Determination of Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged Property will be reconstructed and repaired after a casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

10.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be Property and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of condemned Units will be made whole and the Property damaged by the taking will be made usable in the manner provided, infra. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty.

10.4 Unit Reduced but Tenantable. If the taking reduces the size of a Unit and the remaining portion of the Unit can

be made tenantable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(a) Restoration of Unit. The Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the owner of the Unit.

(b) Distribution of Surplus. The balance of the award, if any, shall be distributed to the owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the owner and mortgagees.

(c) Adjustment of Shares and Liability for Common Expenses. If the floor area of the Unit is reduced by the taking, the number representing the Share and the liability for Common Expenses appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking, and then the Shares and liability for Common Expenses of all Unit Owners shall be restated as percentages of the total of the numbers representing their original Shares as reduced by the taking so as to reflect the necessary adjustment.

10.5 Unit Made Untenantable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the indicated order and the following changes shall be effected in the Condominium:

(a) Payment of Award. The market value of the Unit immediately prior to the taking shall be paid to the owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the owner and mortgagees.

(b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become a part of the Common Elements and shall be placed in condition for use by all of the Unit Owners in the manner approved by the board of directors of the Association; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

(c) Adjustment of Shares and Liability for Common Expenses. The Shares and liability for Common Expenses appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements, Common Surplus, and the liability for the Common Expenses among the reduced number of Unit Owners. This shall be done by restating the Shares and liability for Common Expenses of continuing Unit Owners as percentages of the total of the numbers representing the Shares of these owners as they exist prior to the adjustment so as to reflect the necessary adjustment.

(d) Assessments. If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit to the owner and to recondition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Assessments against all of the Unit Owners who will continue as owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the Shares of those owners after the changes effected by the taking.

(e) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within 30 days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two 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 upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Unit Owners as a Common Expense in proportion to the Shares of the owners as they exist prior to the changes effected by the taking.

10.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the board of directors of the Association; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the Shares after adjustment of these Shares on account of the condemnation, if any such adjustment is required pursuant to Section 10.4 and Section 10.5, supra. If there is a mortgagee of a Unit, the distribution shall be paid jointly to the owner and mortgagee of the Unit.

10.7 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements that are effected by condemnation shall be evidenced by an amendment of the Declaration that need be approved only by a majority of all of the directors of the Association.

11. USE RESTRICTIONS. The use of the Property shall be in accordance with the following provisions as long as the Condominium exists and the Buildings in useful condition exist upon the Land.

11.1 Units. Each of the Units shall be occupied only by one family, its servants and guests, as a private residence and for no other purpose. No Unit may be occupied by more than 6 persons. The occupancy maximum for any Unit may be waived by the board of directors of the Association under special circumstances, provided that such a waiver shall cease and terminate upon the cessation of the special circumstances.

11.2 Common Elements. The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units by their residents.

11.3 Nuisances. No nuisances shall be allowed upon the Property, nor any use or practice that is the source of annoyance to residents of the Condominium or which interferes with the peaceful possession and proper use of the Property by its residents. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor any fire hazard be allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Property above that required when the Unit is used for the approved purposes, or that will cause any such insurance to be cancelled or threatened to be cancelled, except with the prior written consent of the Association.

11.4 Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of the Property, nor any part of it; and all valid laws, zoning ordinances, requirements, rules, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification, or repair of the Property shall be the same as the responsibility for the maintenance and repair of the Property concerned.

11.5 Uniform Design. All Units shall be and remain of like exterior design, shape, color, and appearance as other Units.

11.6 Pets. Pets shall not be permitted, except that small household pets (less than 40 pounds) may be permitted subject to the Regulations.

11.7 Children. No Unit shall be occupied by any permanent resident less than 16 years of age, with the exception of any children of management personnel. It is not intended by this provision to restrict children visiting Units but any visitation for a period of longer than 90 days in any one calendar year shall require the prior approval of the Association.

11.8 Corporate Ownership of Units. Corporate owners shall only permit the use of their Unit by their principal officers or directors or other guests, provided, however, that such corporate owner shall sign and deliver to the Association a written statement designating the name of the party or parties entitled to use such Unit, and including provisions in favor of the Association, whereby such party or parties agree to comply with the terms and provisions of the Declaration and of the Regulations, and acknowledge that the party's or parties' right to use such Unit shall be existent only so long as the corporation shall continue to be a member of the Association. Upon demand by the Association to any corporate owner to remove any party given permission to use a Unit owned by such corporate owner for failure of such user to comply with the terms and provisions of the Declaration and/or of the Regulations, or for any other reason, the corporate owner shall forthwith cause such user to be removed, failing which, the Association, as agent of the owner, may take such action as it may deem appropriate to accomplish the removal of such user, and all such action by the Association shall be at the cost and expense of the owner who shall reimburse the Association therefor upon demand, together with such attorneys' fees as the Association may have incurred incident thereto.

11.9 Maintenance. Each Unit Owner, lessee, or occupant shall, at all times, maintain the Unit pursuant to the Declaration and the Regulations.

11.10 Antennas, etc. Without the prior permission of the Association, no wires, TV antennas, air conditioners, aerials, or structures of any sort shall be erected, constructed, or maintained on the exterior of the Unit, or of the Building, except for those structures that form a part of the original Unit or the original Building.

11.11 Clothes Lines, etc. No clothes lines, hangers, or drying facilities shall be permitted or maintained on the exterior of any Unit or in or on any part of the Common Elements, except by the Association, and no clothes, rugs, draperies, spreads, or household articles or goods of any sort shall be dried, aired, beaten, cleaned, or dusted by hanging or extending the same from any window or door.

11.12 Electrical Interference. No electrical machinery or apparatus of any sort shall be used or maintained in any Unit which causes interference with the television or radio reception in other Units.

11.13 Signs. No signs of any type shall be maintained, kept, or permitted on any part of the Common Elements or in or on any Unit where the same may be viewed from the Common Elements, or adjacent property including roadways, except for signs of Developer, or signs specifically approved by the board of directors of the Association for Association purposes.

11.14 Vehicular Restrictions. Parking shall be limited to passenger vehicles which shall only be parked in the areas of the Common Elements so designated for parking. Specifically prohibited from parking in such areas are any and all trailers, any and all trucks, buses, boats, or other type vehicles or equipment which shall be parked only in those areas of the Common Elements as shall be specifically designated by the Association. In no event shall any commercial vehicles be allowed to so park in the Common Elements, except on a temporary basis while delivering goods to the Units or providing temporary service to or for the Unit at the request of a Unit Owner.

11.15 Leasing. After approval by the Association, as provided for herein, entire Units may be leased, provided the occupancy is by only one family. No transient tenants may be accommodated in any Unit. Transient tenants shall be deemed to be those occupying a Unit for 90 days or less.

11.16 Occupancy. Occupancy of Units shall be in accordance with the terms and conditions of the Declaration, including, but not limited to, the terms and provisions of Sections 11.8 and 11.15, supra, and Section 12, infra.

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

11.18 Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the Units, neither the Unit Owners nor the Association nor the use of the Condominium shall interfere with the completion of the contemplated improvements and the sale of the Units. Developer may make such use of the unsold Units and Common Elements without charge as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of the Property, the display of signs, and the rental or leasing of Units on any basis, including to transient tenants or tenants having children less than 16 years of age.

12. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer of Units by any owner other than the Developer, shall be subject to the following provisions as long as the Condominium exists and the Buildings in useful condition exist upon the Land, which provisions each Unit Owner covenants and agrees to observe:

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12.1 Transfers Subject to Approval.

(a) Sale. No Unit Owner or lessee of a Unit may dispose of a Unit or any interest in a Unit by sale or assignment without approval of the Association, except to the owner of another Unit.

(b) Lease. No Unit Owner or lessee of a Unit may dispose of a Unit or any interest in a Unit by a Lease for a period of time or term in excess of 12 months, without approval of the Association, except to the owner of another Unit.

(c) Gift. If any Unit Owner shall acquire his title by gift, the continuance of his ownership of his Unit shall be subject to the approval of the Association.

(d) Devise or Inheritance. If any Unit Owner shall acquire his title by devise or inheritance, the continuance of his ownership of his Unit shall be subject to the approval of the Association.

(e) Other Transfers. If any Unit Owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his Unit shall be subject to the approval of the Association.

12.2 Approval by Association. The approval of the Association that is required for the transfer of ownership of Units shall be obtained in the following manner:

(a) Notice to Association.

(1) Sale. A Unit Owner intending to make a bona fide sale of a Unit or any interest in it shall give to the Association notice of that intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. The notice, at the Unit Owner's option, may include a demand by the Unit Owner that the Association furnish a purchaser of the Unit if the proposed purchaser is not approved; and if that demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell the Unit.

(2) Lease. A Unit Owner intending to make a bona fide lease of a Unit or any interest in it shall give to the Association notice of that intention, the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease. The notice, at the Unit Owner's option, may include a demand by the Unit Owner that the Association furnish a lessee of the Unit if the proposed lease is not approved.

(3) Gift, Devise or Inheritance; Other Transfers. A Unit Owner intending to make a gift of a Unit or any interest in a Unit, and a Unit Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously approved by the Association, shall give to the Association notice of the proposed gift or of the acquiring of title, together with such information concerning the transferee as the Association may reasonably require, and a certified copy of the instrument evidencing the transferee's title.

(4) Failure to Give Notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event

transferring ownership or possession of a Unit, the Association, at its election and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of that disapproval.

(5) Costs. A Unit Owner who is required to give notice to the Association of a transfer of ownership shall pay a reasonable fee to the Association in an amount determined by the Regulations, but not to exceed \$50.00, to cover the costs incident to the determination by the Association. The fee shall be paid with the giving of the notice and the notice shall not be complete unless the fee is paid. If the notice is not given, the fee shall be assessed against the party owning the Unit at the time of the assessment.

(b) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within 30 days after receipt of the notice and other required information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president of the Association in recordable form. The certificate shall be recorded in the public records of Pinellas County, Florida, at the expense of the purchaser.

(2) Lease. If the proposed transaction is a lease for a period of time or term in excess of 12 months, then within 30 days after receipt of the notice and other required information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president of the Association in recordable form, which, at the election of the Association, shall be delivered to the lessee or shall be recorded in the public records of Pinellas County, Florida, at the expense of the lessee. Any such approved lease must be in writing, must provide that the Unit may not be sublet or the lessee's interest therein assigned without the prior approval of the Association, shall provide that the lessee thereunder shall comply with all of the applicable terms and conditions of the Declaration and the Regulations, and shall expressly provide that should the lessee fail to comply with such covenants (which covenants expressly shall state that they are for the benefit of the Association), then the Association shall have the right to cancel and terminate such lease without any obligation by the Association to the Unit Owner, and in such action, the Association shall be deemed to be the agent and attorney-in-fact for the Unit Owner, fully authorized and empowered to take any and all steps as may be reasonably necessary in order to effect the cancellation and termination of such lease.

(3) Gift, Devise or Inheritance; Other Transfers. If the notice is of an intended gift or the Unit Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner not previously approved by the Association, then within 30 days after receipt of the notice and other required information, the Association must either approve or disapprove the donee or the continuance of the Transferee's ownership of his Unit. If approved, the approval shall be stated in a certificate executed by the president of the Association in recordable form. The certificate shall be recorded in the public records of Pinellas County, Florida, at the expense of the Unit Owner.

12.3 Disapproval by the Association. If the Association shall disapprove a transfer or ownership of a Unit, the matter shall be treated in the following manner:

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, then within 30 days after receipt of the notice and other required information, the Association shall deliver or mail by certified mail to the Unit Owner an agreement signed by a purchaser approved by the Association or by the Association itself and obligating the purchaser thereunder to buy the Unit upon the terms hereafter stated. The seller shall be obligated to sell the Unit to the purchaser upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid for the Unit shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two 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 decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash or upon terms approved by the seller.

(3) The sale shall be closed within 30 days after the delivery or mailing of the agreement to purchase, or within 10 days after the determination of the sales price if it is by arbitration, whichever is the later.

(4) A certificate of the Association executed by its president and approving the purchaser shall be recorded in the public records of Pinellas County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser upon the demand of the Unit Owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided. The certificate shall be recorded in the public records of Pinellas County, Florida, at the expense of the purchaser.

(b) Lease. If the proposed transaction is a lease for a period of time or term in excess of 12 months, and if the notice of lease given by the Unit Owner shall so demand, then within 30 days after receipt of the notice and other required information, the Association shall deliver or mail by certified mail to the Unit Owner an agreement signed by a lessee approved by the Association or by the Association itself and obligating the lessee thereunder to lease the Unit upon the terms hereafter stated. The Unit Owner shall be obligated to lease the Unit to the lessee upon the following terms:

(1) At the option of the lessee to be stated in the agreement to lease, the rent to be paid for the Unit shall be that stated in the disapproved lease or shall be the fair rental value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the fair rental value of the Unit; and a judgment of specific performance of the lease upon the decision rendered by the

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arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the lessee.

(2) At the option of the lessee to be stated in the agreement to lease, the terms and conditions (other than the rent) of the lease shall be those stated in the disapproved lease or shall be those (not otherwise agreed upon by the Unit Owner and the lessee) determined as being fair and equitable by arbitrators in accordance with the terms and provisions of Section 12.3(b)(1), supra, which decision may be enforced in the same fashion and the expense of which arbitration shall be paid by the lessee.

(3) The lease shall be executed within 30 days after the delivery or mailing of the agreement to lease or within 10 days after the determination of rent, if it is by arbitration, whichever is the later.

(4) A certificate of the Association executed by its president and approving the lessee shall be recorded in the public records of Pinellas County, Florida, at the expense of the lessee.

(5) If the Association shall fail to provide a lessee upon the demand of the Unit Owner in the manner provided, or if a lessee furnished by the Association shall default in his agreement to lease, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided. The certificate shall be recorded in the public records of Pinellas County, Florida, at the expense of the lessee.

(c) Gift, Devise or Inheritance; Other Transfers.  
If the notice is of a proposed gift, the Unit Owner shall be advised in writing of the disapproval and the gift shall not be made. Any attempted gift to a party who is not approved by the Association shall be void. If the Unit Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within 30 days after receipt from the Unit Owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the Unit Owner an agreement signed by a purchaser approved by the Association and obligating the purchaser to buy the Unit upon the terms hereafter stated. The seller shall be obligated to sell the Unit to the purchaser upon the following terms:

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

(2) The purchase price shall be paid in cash or upon terms approved by the seller.

(3) The sale shall be closed within 10 days following the determination of the sale price.

(4) A certificate of the Association executed by its president and approving the purchaser shall be recorded in the public records of Pinellas County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the ownership shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided. The certificate shall be recorded in the public records of Pinellas County, Florida, at the expense of the Unit Owner.

12.4 Mortgage. No Unit Owner may mortgage a Unit nor any interest in it without the approval of the Association, except to an Institutional Lender or to a vendor, to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

12.5 Exceptions. The foregoing provisions of this Section 12 shall not apply to:

(a) a transfer to or purchase by an Institutional Lender that acquires its title as the result of owning a mortgage upon the Unit concerned, whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings;

(b) a transfer, sale, or lease by an Institutional Lender that so acquires its title;

(c) a transfer to a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding that is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale, or tax sale;

(d) a mortgage or transfer to or a purchase or other acquisition by Developer;

(e) a sale, lease, mortgage, or other transfer by Developer.

(f) a gift, devise, or inheritance within an immediate family.

12.6 Unauthorized Transactions. Any sale, mortgage, lease, or assignment of lease that is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

13. COMPLIANCE AND DEFAULT. Each Unit Owner and the Association shall be governed by and shall comply with the terms of the Declaration, the Articles of Incorporation of the Association, the By-Laws, and the Regulations, all as may be amended from time to time. The Association and Unit Owners shall be entitled to the following relief in addition to the remedies provided by the Act:

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

13.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the

Association to comply with the requirements of the Act, the Declaration, the Articles of Incorporation of the Association, the By-Laws, or the Regulations, all as 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, including appellate attorneys' fees.

13.3 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction, or other provision of the Act, the Declaration, the Articles of Incorporation of the Association, the By-Laws, or the Regulations shall not constitute a waiver of the right to do so thereafter.

14. AMENDMENTS. Except as elsewhere provided, the Declaration may be amended in the following manner:

14.1 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.

14.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed by either the board of directors of the Association or by the members at a meeting called for this purpose. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that the approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be either by:

(a) Not less than 75% of the entire membership of the board of directors of the Association and by not less than 75% of the votes of the entire membership of the Association; or

(b) Not less than 80% of the votes of the entire membership of the Association; or

(c) Not less than 50% of the entire membership of the board of directors of the Association in the case of amendments that are only for one or more of the following purposes:

(1) To correct misstatements of fact in the Declaration and its exhibits, including, but not limited to, the correction of errors in the legal description of the Land or in the Plat. If the amendment is to correct the Declaration so that the total of the undivided shares of Unit Owners in either the Common Elements, Common Surplus, or Common Expenses shall equal 100%, or that a Unit has not been assigned an appropriate undivided share in the Common Elements, the owners of the Units and the owners of mortgages on the Units for which modifications in the shares are being made also shall approve the amendment.

(2) To change the boundaries between Units in the manner elsewhere stated, provided that the amendment is signed and acknowledged by the owners and mortgagees of the Units concerned.

(3) To adopt amendments of Section 8, supra, that are reasonably required by insurers or mortgagees of the Property; or

(d) Until the members are entitled to elect a majority of the directors, by the entire membership of the board of directors of the Association; provided the amendment does not increase the number of Units allowed by the Declaration nor encroach upon the boundaries of the Common Elements.

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14.3 Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units, unless the Unit Owners so affected shall consent; and no amendment shall change any Unit nor decrease the share in the Common Elements appurtenant to it, nor increase the owner's share of the Common Expenses, unless the record owner of the Unit concerned and all record owners of mortgages on that Unit shall join in the execution of the amendment. Provided further, however, that neither shall an amendment make any changes to Sections 8, 9, and 10, supra, and to Section 16, infra, unless the record owners of all mortgages upon the Condominium shall join in the execution of the amendment and provided further, that no amendment shall affect the various rights of Developer reserved herein without Developer's consent.

14.4 Execution and Recording. An amendment adopted in any manner shall be evidenced by attaching a copy of the amendment to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities required of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of Pinellas County, Florida. If the amendment is to correct the Declaration so that the total of the undivided shares of Unit Owners in either the Common Elements, Common Surplus, or Common Expenses shall equal 100%, or so as to assign an appropriate undivided share in the Common Elements to a Unit, the owners of the Units and the owners of mortgages on the Units for which modifications in the shares are being made also shall execute the certificate.

15. TERMINATION. The Condominium may be terminated in the following ways, in addition to the manner provided by the Act:

15.1 Destruction. If it is determined in the manner elsewhere provided that the Buildings shall not be reconstructed because of major damage, the Condominium plan of ownership will be terminated thereby automatically and without agreement.

15.2 Agreement. The Condominium may be terminated by approval in writing by all record owners of Units and all record owners of mortgages on Units.

15.3 Approval and Options to Purchase. If the proposed termination is submitted to a meeting of the members of the Association and the notice of the meeting gives notice of the proposed termination, and if approvals by owners of not less than 75% of the Units and by the record owners of all mortgages upon the approving Units are obtained in writing not later than 30 days after the date of that meeting, then the approving Unit Owners shall have an option to buy all of the Units of the other Unit Owners for the period ending on the 60th day after the date of that meeting. Approvals of the termination shall be irrevocable until the expiration of the option and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

(a) Exercise of Option. The option granted herein shall be exercised in the following manner:

(1) A party desiring to exercise the option granted herein shall execute and deliver to the Association two counterparts of an agreement in a form supplied by the Association, agreeing to purchase the Units desired by him upon the terms hereafter stated. Any such agreement accepted and signed by the seller may be conditioned upon the termination of the Condominium. If the agreement is not signed by

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the seller, it shall be deemed to be and remain an offer to purchase. If more than one offer is made for the purchase of the same Unit, the Unit will be sold under the first offer received by the Association, which offer shall be irrevocable and shall constitute an agreement to purchase conditioned upon the exercise of the option to purchase all of the Units, and the termination of the Condominium.

(2) The option granted herein shall be deemed to be exercised if the Association receives within the time stated contracts or offers for the purchase of all of the Units owned by the Unit Owners who do not approve the termination.

(3) The exercise of the option granted herein shall be evidenced by the certificate of the Association executed by its president stating that all of the Units owned by the Unit Owners who do not approve the termination have been purchased and identifying the purchasers and the Units purchased by them. A copy of the certificate shall be delivered or mailed by certified mail, return receipt requested, to each record owner of the Units being purchased, together with an executed counterpart of the agreement or offer to purchase each Unit owned by the person receiving the certificate.

(b) Price. The sale price of a Unit sold under an agreement signed by the seller shall be the price stated in the agreement. The sale price of a Unit sold under an offer to purchase shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of the agreement to the seller. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(c) Payment. The purchase price shall be paid in cash or upon terms approved by the seller and the Association.

(d) Closing. The sale shall be closed within 10 days following the determination of the sale price or within 60 days after the exercise of the option, whichever shall last occur.

(e) Termination. The closing of the purchase of all of the Units subject to the option granted herein shall effect a termination of the Condominium without further act, except the filing of the certificate hereafter required.

(f) Failure to Purchase. If the option to purchase all of the Units owned by Unit Owners who do not approve the termination of the Condominium is not exercised, and if all of the sales under the option are not closed within a reasonable time after the closing date provided above, the proposed termination of the Condominium shall fail. The failure shall be evidenced by a certificate of the Association and thereafter, the offers and agreements to purchase under this provision that have not resulted in closed sales shall be deemed to be null and void.

15.4 Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its president, certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Pinellas County, Florida.

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15.5 Shares of Owners after Termination. After termination of the Condominium, Unit Owners shall own the 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. The respective undivided shares of the Unit Owners shall be the same as the undivided shares of the Common Elements appurtenant to the owners' Units prior to the termination.

15.6 Amendment. This section concerning termination cannot be amended without consent of all Unit Owners and of all record owners of mortgages upon the Units.

16. ADDITIONAL RIGHTS OF INSTITUTIONAL LENDERS. In addition to the various other rights herein set forth, so long as any Institutional Lender or Institutional Lenders shall hold any mortgage upon any Unit or Units, or shall be the owner of any Unit or Units, such Institutional Lender or Institutional Lenders shall have the following additional rights, to-wit:

16.1 Approval of Insurance Coverage. To grant the approvals of insurance policies, agents, and companies granted by Section 8.1(b), supra.

16.2 Approval of Insurance Trustee. To approve the Insurance Trustee.

16.3 Copies of Audit. To be furnished with a copy of the audit of the Association, as required by the By-Laws.

16.4 Notice of Meetings. To be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to the Declaration, or the Articles of Incorporation and By-Laws of the Association, which notice shall state the nature of the amendment being proposed.

16.5 Notice of Default. To be given notice of default by any Unit Owner owning any Unit encumbered by a mortgage held by any Institutional Lenders.

16.6 Requiring Escrow. At their option, to cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay the premium or premiums due from time to time on the insurance policy or policies which the Association is required to keep in existence, it being understood that the Association shall deposit in an escrow depository satisfactory to such Institutional Lender or Institutional Lenders a monthly sum equal to one-twelfth (1/12th) of the annual amount of such insurance expense, and to contribute such other sum as may be required therefor to the end that there shall be on deposit in said escrow account at least one month prior to the due date for payment of such premium or premiums, a sum which will be sufficient to make full payment therefor. The Insurance Trustee shall be the escrow depository for purposes hereof or the board of directors of the Association may designate any Institutional Lender interested in the Condominium to act in such capacity.

Whenever any Institutional Lender or Institutional Lenders desire the provisions of this section to be applicable to it, it shall serve written notice of such fact upon the Association by certified mail addressed to the Association, identifying the Unit or Units upon which any such Institutional Lender or Institutional Lenders hold any mortgage or mortgages, or identifying any Units owned by them, or any of

them, together with sufficient pertinent facts to identify any mortgage or mortgages which may be held by it or them and which notice shall designate the place to which notices are to be given by the Association to such Institutional Lender or Institutional Lenders.

In the event that The Mutual Benefit Life Insurance Company (hereinafter sometimes referred to as "Mutual") shall hold any mortgage upon a Unit or Units or shall be the owner of any Unit or Units, then Mutual shall exercise the rights reserved in Section 16 unto Institutional Lenders. At such time as Mutual does not hold a mortgage on any Unit or is not the owner of any Unit, then the Association shall have the right to designate the Institutional Lender who shall exercise the rights above described or manner of exercising said rights; provided that said Institutional Lender so designated shall be an Institutional Lender who holds a mortgage on any Unit or is the owner of any Unit, so long as any Institutional Lender is the holder of any such mortgage or owner of any Unit. Whenever there does not exist an Institutional Lender who holds a mortgage on any Unit or is the owner of any Unit, then, until any Institutional Lender shall acquire any said mortgage on or ownership of any Unit, the rights reserved unto Institutional Lenders shall be exercised solely by the board of directors of the Association. The exercise of rights reserved unto Institutional Lenders by the Institutional Lender designated to act for all others shall be controlling and binding upon all Institutional Lenders. Within 10 days after request of any Institutional Lender to the Association for the name of the Institutional Lender who is exercising the rights hereunder reserved to all Institutional Lenders, the Association shall provide such inquiring Institutional Lender with the name and address of the Institutional Lender exercising said rights.

17. LIENS.

17.1 Protection of Property. All liens against any Unit, other than permitted mortgages, taxes, or special assessments, will be satisfied or otherwise removed within 30 days from the date the lien attaches. All taxes and special assessments upon a Unit shall be paid before becoming delinquent.

17.2 Notice of Lien. A Unit Owner shall give notice to the Association of every lien upon his Unit, other than permitted mortgages, taxes, and special assessments, within 5 days after the attaching of the lien.

17.3 Notice of Suit. A Unit Owner shall give notice to the Association of every suit or other proceeding which will or may affect the title to his Unit or any other part of the Property, such notice to be given within 5 days after the Unit Owner receives notice thereof.

18. MISCELLANEOUS. The following miscellaneous provisions shall be applicable:

18.1 Covenants Running with the Land. All provisions of the Condominium Documents shall be construed to be covenants running with the Property and with every part thereof and interest therein, including, but not limited to, every Unit and the appurtenances thereto, and every Unit Owner and claimant of the Property or any part thereof or interest therein, and his heirs, executors, administrators, personal representatives, successors, grantees, and assigns shall be bound by all of the provisions of the Condominium Documents.

18.2 Rights of Developer Assignable. All rights in favor of Developer reserved in the Condominium Documents are freely transferable and assignable, in whole or in part, by Developer and may be freely exercised or enforced by the assignee, transferee, or successor in interest of Developer, including, but not limited to, the purchaser of Developer's interest at a foreclosure sale, or the entity into which Developer may be merged.

18.3 Disqualification. Developer, as a member of the Association, shall not be required to disqualify itself in any vote which may come before the membership of the Association upon any contract or other agreement between the Association and any other entity in which Developer may have a pecuniary or other interest.

18.4 Severability. 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 the Declaration, the Articles of Incorporation of the Association, the By-Laws, and the Regulations shall not affect the validity of the remaining portions.

18.5 Notice. Unless otherwise specifically provided for herein, all notices referred to or required herein must be given in writing by certified mail. Such notices shall be deemed given for purposes hereof when postmarked and when addressed as follows:

(a) As to Unit Owners and Holders of Mortgages on Units (Including Institutional Lenders). To the address reflected on the rosters and other records maintained by the Association.

(b) As to the Association. To the office maintained at the Condominium.

18.6 Paragraph Headings. The paragraph headings contained in the Declaration are for reference purposes only and shall not in any way affect the meaning, content, or interpretation hereof.

18.7 Time of Essence. Time is of the essence of the Declaration.

18.8 Construction.

(a) The provisions of the Declaration shall be liberally construed so as to effectuate its purpose of creating a uniform plan of Condominium ownership.

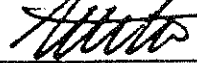
(b) The Declaration shall be construed under the laws of the State of Florida, regardless of where it may have been executed or delivered.

(c) Whenever the context requires or permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

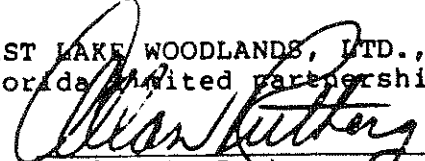
IN WITNESS WHEREOF, EAST LAKE WOODLANDS, LTD., a Florida limited partnership, has caused this Declaration of Condominium to be executed, the day and year first above written.

LAW OFFICES  
HOWELL & DEAS, P.A.  
SUITE 604  
1000 RIVERSIDE AVENUE  
JACKSONVILLE, FLORIDA 32204

Signed and sealed in  
our presence

  
\_\_\_\_\_  
Anthony D. Collins  
As to Allan R. Rutberg

EAST LAKE WOODLANDS, LTD., a  
Florida limited partnership

By   
\_\_\_\_\_  
Allan R. Rutberg, as one  
of the two General Partners

By MUBEN REALTY COMPANY, a  
New Jersey corporation, as  
one of the two General  
Partners

Kathryn J. Yelton  
Janice Sullivan  
AS to Mubén Realty Company

By Andrew P. Galenas  
AS ITS VICE PRESIDENT  
Attest Walter A. Roman  
AS ITS ASST. SECRETARY  
(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this  
23rd day of February, 1981, by Allan R. Rutberg, one of  
the two General Partners of East Lake Woodlands, Ltd., a  
Florida limited partnership, on behalf of the Partnership.

Dorothy W. Collins  
Notary Public, State and County  
aforesaid  
My commission expires: \_\_\_\_\_  
Notary Public, State of Florida at Large  
My commission expires April 22, 1984

STATE OF NEW JERSEY  
COUNTY OF ESSEX

The foregoing instrument was acknowledged before me this  
24th day of February, 1981, by ANDREW P. GALENAS  
and WALTER A. ROMAN, as Vice President and  
ASSISTANT SECRETARY, respectively, of Mubén Realty Com-  
pany, a New Jersey corporation, and one of the two General  
Partners of East Lake Woodlands, Ltd., a Florida limited part-  
nership, on behalf of the corporation and of the Partnership.

Margaret D. Simone  
Notary Public, State and County  
aforesaid  
My commission expires: \_\_\_\_\_

M. D. SIMONE  
COUNTY OF NEW JERSEY  
My Commission Expires FEBRUARY 9, 1984

LAW OFFICES  
HOWELL & DEAS, P.A.  
SUITE 606  
1000 RIVERSIDE AVENUE  
JACKSONVILLE, FLORIDA 32204

CONSENT AND JOINDER OF MORTGAGEE

Southeast Mortgage Company, a Florida corporation, being the owner and holder of a certain Mortgage dated August 21, 1979, made by East Lake Woodlands, Ltd., a Florida limited partnership, and recorded in Official Records Book 4906, Page 1462, of the Current Public Records of Pinellas County, Florida, securing an original indebtedness of \$4,075,000, and which Mortgage encumbers the real property and improvements identified in the foregoing Declaration Of Condominium and which are being submitted to the Condominium Regime known as EAST LAKE WOODLANDS CONDOMINIUM UNIT SEVEN, does hereby consent to and join in the submission of said real property and improvements to the Condominium Regime known as EAST LAKE WOODLANDS CONDOMINIUM UNIT SEVEN, in accordance with the terms, provisions and conditions of the foregoing Declaration Of Condominium establishing same, all to the end that said mortgage will henceforth encumber each and every of said Units in the Condominium.

IN WITNESS WHEREOF, Southeast Mortgage Company has caused this instrument to be executed in its name and on its behalf this 4th day of March, 1981.

Signed, sealed and delivered in the presence of:

Ofelia Menendez  
Blanche S. Sylvestre

Southeast Mortgage Company, a Florida corporation

By John S. Lewis  
As its Vice President

Attest John S. Lewis  
As its Assistant Secretary  
(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 4th day of March, 1981, by Jack Norton and John S. Lewis, as Vice President and Assistant Secretary, respectively, of Southeast Mortgage Company, a Florida corporation, on behalf of the corporation.

Blanche S. Sylvestre  
Notary Public, State and County aforesaid  
My commission expires: 7-22-81

EXHIBIT "A-1"

That certain piece, parcel, or tract of land, situate, lying, and being in the County of Pinellas, State of Florida, more particularly described as follows:

A parcel of land lying, situate, and being a part of Section 9, Township 28 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 9; thence North  $00^{\circ}25'44''$  West, along the Easterly boundary of said Section 9, 871.12 feet; thence North  $90^{\circ}00'00''$  West, 2159.61 feet to the intersection with the Southerly boundary of a Florida Power Corporation Right-of-Way as recorded in Official Records Book 1825 Pages 673 through 675 inclusive, Pinellas County, Florida, and the POINT OF BEGINNING; thence from the POINT OF BEGINNING run North  $81^{\circ}57'44''$  East, along said Southerly boundary 714.99 feet; thence South  $89^{\circ}56'11''$  East, 553.15 feet to the intersection with the Westerly boundary of East Lake Woodlands Condominium Unit Two, as recorded in Condominium Plat Book 32, Pages 42 through 45 inclusive; thence South  $00^{\circ}03'49''$  West, along said Westerly boundary, 159.33 feet; thence South  $41^{\circ}38'33''$  West, 200.26 feet; thence North  $48^{\circ}21'27''$  West, 81.33 feet; thence South  $41^{\circ}38'33''$  West, 269.50 feet; thence North  $48^{\circ}21'27''$  West, 111.81 feet to the point of curvature of a curve concave Southwesterly having a radius of 200.00 feet; thence along and around said curve an arc distance of 139.63 feet through a delta angle of  $40^{\circ}00'00''$  to the point of tangency; thence North  $88^{\circ}21'27''$  West, 520.81 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; thence along and around said curve an arc distance of 210.28 feet through a delta angle of  $80^{\circ}19'11''$  to the point of tangency; thence North  $08^{\circ}02'16''$  West, 89.21 feet to the POINT OF BEGINNING. (Primary Parcel)

TOGETHER WITH

A non-exclusive easement for vehicular, pedestrian, and utilities ingress, egress, and access, over, through, and across the following parcels:

The Access Easement as recorded in the Plat of East Lake Woodlands Condominium, Condominium Plat Book 24, Pages 104 through 106 of the Public Records of Pinellas County, Florida.

And

That portion of Woodlands Drive (Parcel "A") as depicted in the Plat of East Lake Woodlands Patio Homes Unit One - West as recorded in Plat Book 76, Pages 63 and 64 of the Public Records of Pinellas County, Florida.

LAW OFFICES

HOWELL & DEAS, P.A.  
606 FLETCHER BUILDING  
JACKSONVILLE, FLA.

32204

(Condo - Unit Seven)  
(5/21/79)

And

Commence at the Southeast corner of said Section 9; thence run North  $89^{\circ}01'39''$  West along the Southerly boundary line of said Section 9, 923.24 feet; thence North  $00^{\circ}00'00''$  West, 129.77 feet to the POINT OF BEGINNING; said POINT OF BEGINNING lying on the Westerly boundary of East Lake Woodlands Patio Homes - Unit One - West as recorded in Plat Book 76, Pages 63 and 64 of the Public Records of Pinellas County, Florida and said point also being a point on a curve concave Northeasterly having a radius of 425.00 feet and a tangent bearing of North  $52^{\circ}32'40''$  West; thence from said POINT OF BEGINNING run along and around said curve an arc distance of 76.88 feet through a delta angle of  $10^{\circ}21'52''$  to the point of tangency; thence North  $42^{\circ}10'48''$  West, 100.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 75.00 feet; thence along and around said curve an arc distance of 18.89 feet through a delta angle of  $14^{\circ}25'39''$  to the point of tangency; thence North  $56^{\circ}36'27''$  West, 145.85 feet to the point of curvature of a curve concave Northeasterly having a radius of 125.00 feet; thence along and around said curve an arc distance of 18.00 feet through a delta angle of  $08^{\circ}15'00''$  to the point of tangency; thence North  $48^{\circ}21'27''$  West, 264.89 feet to the point of curvature of a curve concave Southwesterly having a radius of 150.00 feet; thence along and around said curve an arc distance of 104.72 feet through a delta angle of  $40^{\circ}00'00''$  to the point of tangency; thence North  $48^{\circ}21'27''$  West, 520.81 feet to the point of curvature of a curve concave Northeasterly having a radius of 200.00 feet; thence along and around said curve an arc distance of 101.41 feet through a delta angle of  $29^{\circ}03'05''$ ; thence North  $30^{\circ}41'38''$  East, 50.00 feet to a point on a curve of a curve concave Northeasterly having a radius of 150.00 feet and a tangent bearing of South  $59^{\circ}18'22''$  East; thence along and around said curve an arc distance of 76.06 feet through a delta angle of  $29^{\circ}03'05''$  to the point of tangency; thence South  $88^{\circ}21'27''$  East, 520.81 feet to the point of curvature of a curve concave Southwesterly having a radius of 200.00 feet; thence along and around said curve an arc distance of 139.63 feet through a delta angle of  $40^{\circ}00'00''$  to the point of tangency; thence South  $48^{\circ}21'27''$  East, 264.89 feet to the point of curvature of a curve concave Northeasterly having a radius of 75.00 feet; thence along and around said curve an arc distance of 10.80 feet through a delta angle of  $08^{\circ}15'00''$  to the point of tangency; thence South  $56^{\circ}36'27''$  East, 145.85 feet to the point of curvature of a curve concave Southwesterly having a radius of 125.00 feet; thence along and around said curve an arc distance of 31.48 feet through a delta angle of  $14^{\circ}25'39''$  to the point of tangency; thence South  $42^{\circ}10'48''$  East, 100 feet to the point of curvature of a curve concave Northeasterly having a radius of 375.00 feet; thence along and around said curve an arc distance of 67.84 feet through a delta angle of  $10^{\circ}21'52''$  to a point of tangency, said point lying on the Westerly boundary of the aforementioned East Lake Woodlands - Patio Homes - Unit One - West; thence South  $37^{\circ}27'20''$  West along said Westerly boundary of said Patio Homes - Unit One - West, 50.00 feet to the POINT OF BEGINNING.

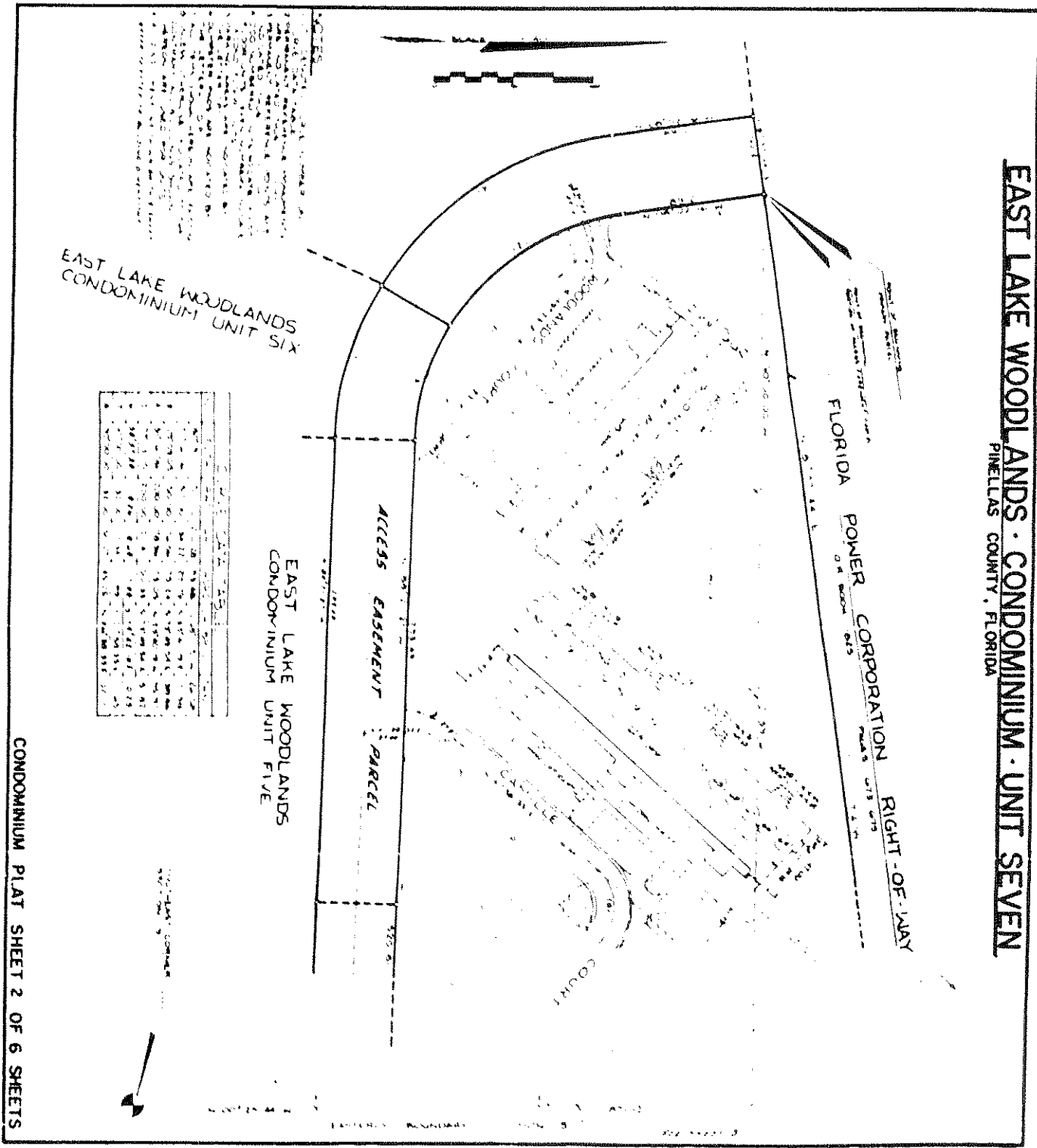
And

Commence at the Southeast corner of said Section 9; thence run North  $00^{\circ}25'44''$  West, along the Easterly boundary of said Section 9, 871.12 feet; thence North  $90^{\circ}00'00''$  West, 2159.61 feet to the intersection with the Southerly boundary of a Florida Power Corporation Right-of-Way as recorded in Official Records Book 1825, Pages 673 through 675, inclusive and the POINT OF BEGINNING; thence from the POINT OF BEGINNING run South  $08^{\circ}02'16''$  East, 89.21 feet to the point of curvature of a curve concave Northeasterly having a radius of 150.00 feet; thence along and around said curve an arc distance of 134.22 feet through a delta angle of  $51^{\circ}16'06''$ ; thence South  $30^{\circ}41'38''$  West, 50.00 feet to a point on a curve of a curve concave Northeasterly having a radius of 200.00 feet and a tangent bearing of North  $59^{\circ}18'22''$  West; thence along and around said curve an arc distance of 178.96 feet through a delta angle of  $51^{\circ}16'06''$  to the point of tangency; thence North  $08^{\circ}02'16''$  West, 89.21 feet to the intersection with the Southerly boundary of the aforementioned Florida Power Corporation Right-of-Way; thence North  $81^{\circ}57'44''$  East, along said Southerly boundary 50.00 feet to the POINT OF BEGINNING. (Access Easement Parcel)





**EAST LAKE WOODLANDS · CONDOMINIUM · UNIT SEVEN**  
PINELLAS COUNTY, FLORIDA



**EAST LAKE WOODLANDS · CONDOMINIUM · UNIT SEVEN**  
 PINELLAS COUNTY, FLORIDA

FLORIDA POWER CORPORATION RIGHT-OF-WAY  
 20' R.O.W. 1813 PLATS 013-075

SEE SHEET 2

SEE SHEET 4

ACCESS EASEMENT PARCEL

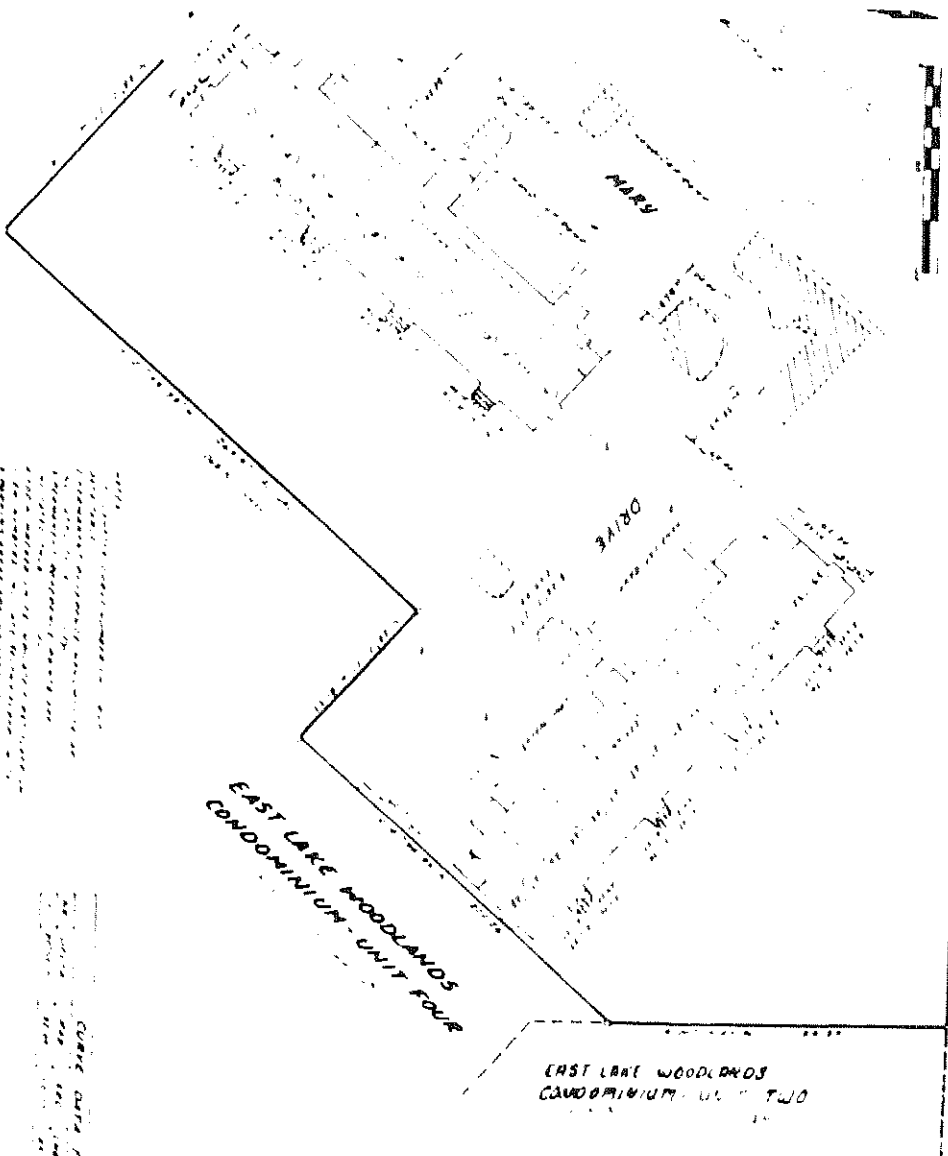
NOT TO SCALE  
 THIS PLAN IS SUBJECT TO ALL RECORDS AND PLATS OF RECORD IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND TO ALL APPLICABLE LAWS, ORDINANCES AND REGULATIONS OF THE STATE OF FLORIDA AND THE COUNTY OF PINELLAS, FLORIDA.

NO.	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA
1	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
2	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
3	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
4	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
5	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
6	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
7	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
8	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
9	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
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21	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
22	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
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CONDOMINIUM PLAT SHEET 3 OF 6 SHEETS

**EAST LAKE WOODLANDS · CONDOMINIUM · UNIT SEVEN**  
PINELLAS COUNTY, FLORIDA

FLORIDA POWER CORPORATION  
RIGHT-OF-WAY



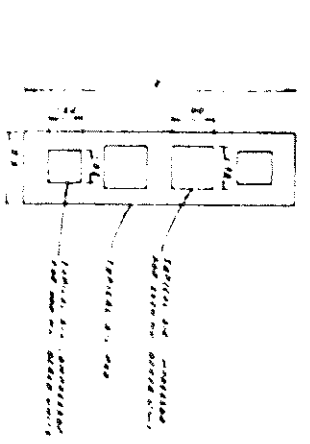
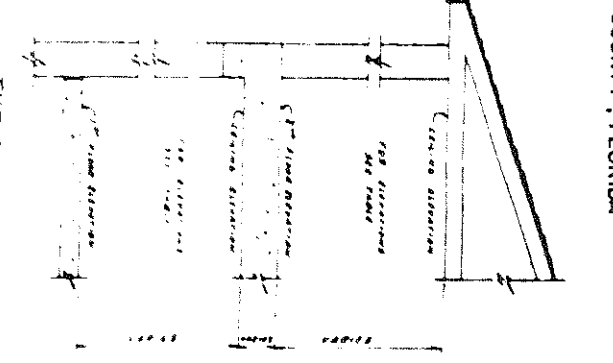
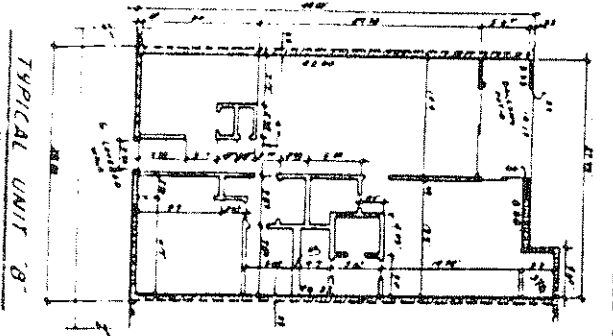
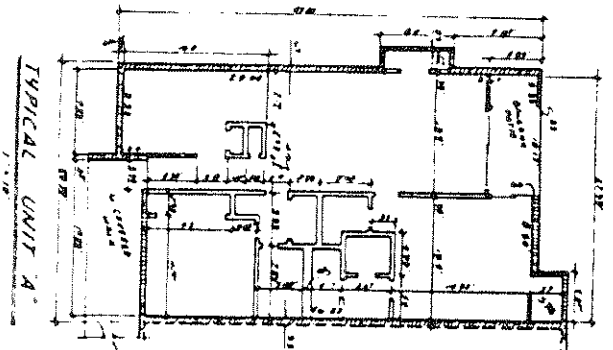
EAST LAKE WOODLANDS  
CONDOMINIUM - UNIT FOUR

EAST LAKE WOODLANDS  
CONDOMINIUM - UNIT TWO

NOT TO SCALE  
ALL DIMENSIONS SHOWN ON THIS PLAN ARE APPROXIMATE AND SUBJECT TO FIELD VERIFICATION.  
THE PLANTING AND LANDSCAPING SHALL BE THE RESPONSIBILITY OF THE UNIT OWNER.  
THE PLANTING AND LANDSCAPING SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA LANDSCAPE ARCHITECTURE CODE AND THE FLORIDA PALM TREES AND PALM FRONTS ACT.  
THE PLANTING AND LANDSCAPING SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA LANDSCAPE ARCHITECTURE CODE AND THE FLORIDA PALM TREES AND PALM FRONTS ACT.  
THE PLANTING AND LANDSCAPING SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA LANDSCAPE ARCHITECTURE CODE AND THE FLORIDA PALM TREES AND PALM FRONTS ACT.

CURVE DATA TABLE  
SEE SHEET 3 FOR CURVE DATA TABLE

**EAST LAKE WOODLANDS · CONDOMINIUM · UNIT SEVEN**  
 PINELLAS COUNTY, FLORIDA



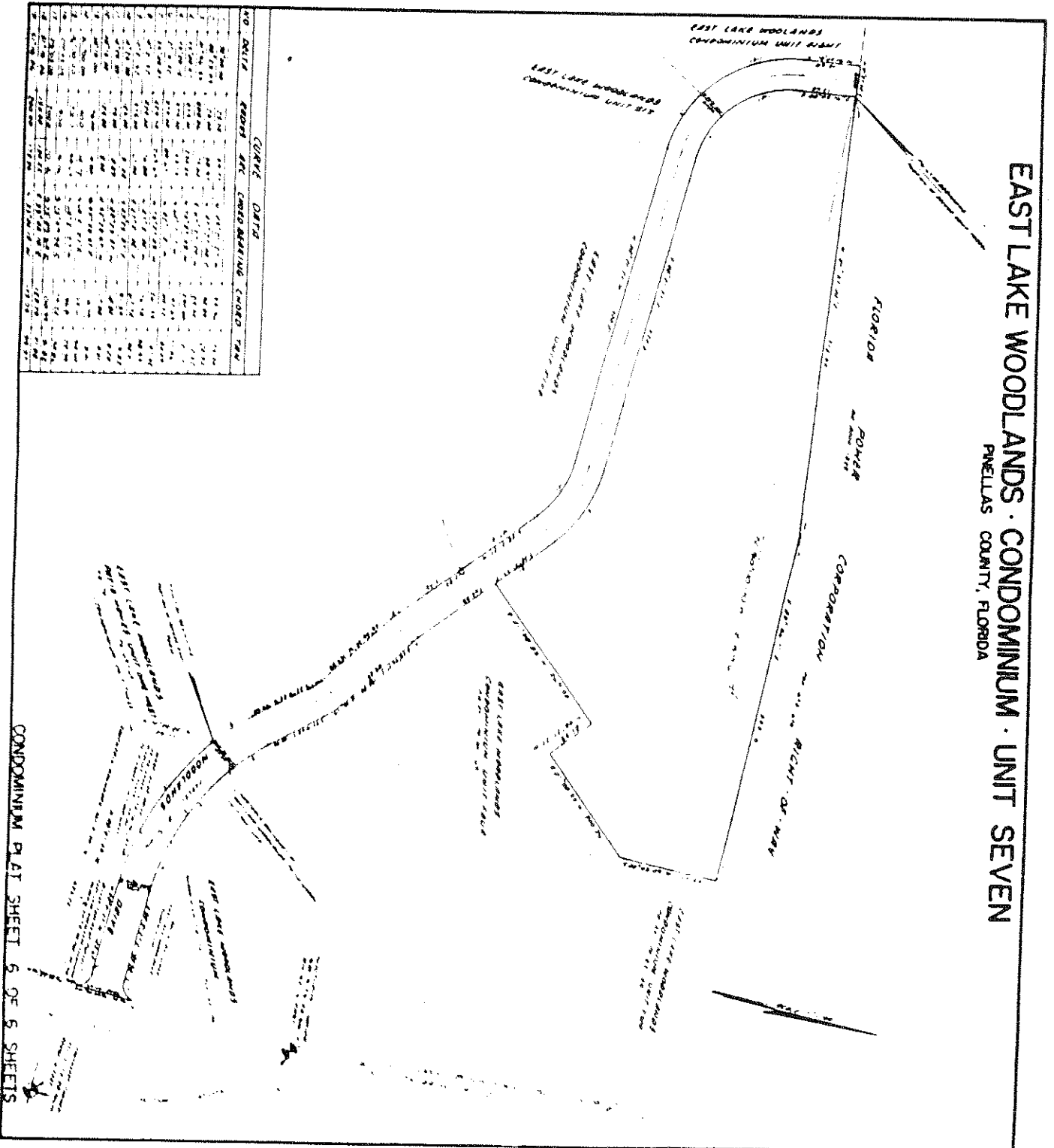
Typical Air Compressor Pad

1. ELEVATIONS AND SECTION SHALL BE TO FACE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60

CONDOMINIUM PLAT SHEET 5 OF 6 SHEETS

**EAST LAKE WOODLANDS · CONDOMINIUM · UNIT SEVEN**  
 PINELLAS COUNTY, FLORIDA



CONVEY DATA	
NO. DEED	FROM AND TO CONVEYING INSTRUMENT
1	...
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CONDOMINIUM PLAT SHEET 5 OF 6 SHEETS

EXHIBIT A-3

The percentage of undivided interest in the Common Elements appurtenant to the respective Unit in East Lake Woodlands Condominium Unit Seven shall be as set forth below:

Common Expenses of East Lake Woodlands Condominium Unit Seven shall be borne and divided, and Common Surplus of East Lake Woodlands Condominium Unit Seven shall be owned and apportioned as is set forth below:

<u>Unit Number</u>	<u>Percentage of Undivided Interest in Common Elements and Common Surplus and Share of Common Expenses</u>
1	1.1180
2	1.1180
3	1.0760
4	1.0760
5	1.0760
6	1.0760
7	1.0760
8	1.0760
9	1.0760
10	1.0760
11	1.0760
12	1.0760
13	1.0760
14	1.0760
15	1.1180
16	1.1180
17	1.1180
18	1.1180
19	1.0760
20	1.0760
21	1.0760
22	1.0760
23	1.0760
24	1.0760
25	1.0760
26	1.0760
27	1.0760
28	1.0760
29	1.0760
30	1.0760
31	1.1180
32	1.1180
33	1.1180
34	1.1180
35	1.0760
36	1.0760
37	1.0760
38	1.0760
39	1.0760
40	1.0760
41	1.0760
42	1.0760
43	1.0760
44	1.0760
45	1.0760
46	1.0760
47	1.1180
48	1.1180
49	1.1180
50	1.1180

51	1.0760
52	1.0760
53	1.0760
54	1.0760
55	1.0760
56	1.0760
57	1.0760
58	1.0760
59	1.0760
60	1.0760
61	1.0760
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63	1.1180
64	1.1180
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69	1.0760
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74	1.0760
75	1.0760
76	1.0760
77	1.0760
78	1.0760
79	1.1180
80	1.1180
81	1.1180
82	1.1180
83	1.0760
84	1.0760
85	1.0760
86	1.0760
87	1.0760
88	1.0760
89	1.0760
90	1.0760
91	1.1180
92	1.1180

NOTE:

The guaranteed maximum Assessments levied for Common Expenses prior to January 1, 1982, with respect to Units as provided for in Section 4.5 of the Declaration of Condominium, are as follows:

<u>Unit Type</u>	<u>Guaranteed Monthly Assessments</u>
A	\$92.34
B	\$88.88



# State of Florida



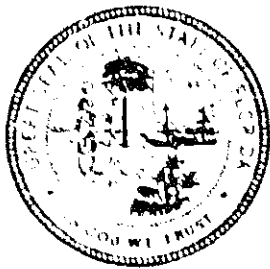
Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of

EAST LAKE WOODLANDS CONDOMINIUM UNIT SEVEN ASSOCIATION,  
INC.

filed on February 12, 1981

The Charter Number for this corporation is 756339



CORP 104 Rev. 8-78

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
12th day of February,  
1981.

George Firestone  
Secretary of State

EXHIBIT B

ARTICLES OF INCORPORATION  
OF  
EAST LAKE WOODLANDS CONDOMINIUM  
UNIT SEVEN ASSOCIATION, INC.

FEB 12 4 22 PM '81  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

The undersigned, by these Articles (hereinafter sometimes referred to as the "Articles"), associate themselves for the purpose of forming a nonprofit corporation under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE 1 - NAME

The name of the corporation shall be EAST LAKE WOODLANDS CONDOMINIUM UNIT SEVEN ASSOCIATION, INC. (hereinafter sometimes referred to as the "Association").

ARTICLE 2 - PURPOSE

The purpose for which the Association is organized is to provide an entity as required by and pursuant to Chapter 718, Florida Statutes (hereinafter sometimes referred to as the "Act"), for the operation of a Condominium known as EAST LAKE WOODLANDS CONDOMINIUM UNIT SEVEN (hereinafter sometimes referred to as the "Condominium"), located on the property described in the Declaration of Condominium which has established or will establish the Condominium (hereinafter sometimes referred to as the "Property"), as well as other condominiums which may be established in the future on land located near the Property. Recognizing this possibility, it is specifically understood and agreed that the usage of the terms, Property, Declaration, and Condominium, herein shall be expanded as and when required by the establishment of said additional condominiums to embrace and include said additional condominiums and their establishing and implementing documents and instruments, so that all references herein shall refer to and include all such condominiums. The Association shall not be required to accept such additional responsibility for operating additional condominiums; and, if it elects to do so, such shall be evidenced by a properly adopted Resolution of its Board of Directors.

ARTICLE 3 - POWERS

The powers of the Association shall include and be governed by the following provisions:

3.1 General. The Association shall have all of the common law and statutory powers of a nonprofit corporation under the laws of Florida that are not in conflict with the Act.

3.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act, except as limited by these Articles and the Declaration of Condominium of the Condominium (herein sometimes referred to as the "Declaration"), and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration, as it may be amended from time to time, including, but not limited to, the following:

(a) To make and collect assessments against members as Unit Owners to defray the cost, expenses, and losses of the Condominium.

(b) To use the proceeds of assessments and charges in the exercise of its powers and duties.

(c) To buy or lease both real and personal property for Condominium use and to sell or otherwise dispose of property so acquired.

(d) To maintain, repair, replace and operate the Property and property acquired or leased by the Association for use by Unit Owners, and to establish reserves for such maintenance, repair, and replacement.

(e) To purchase insurance upon the Property and insurance for the protection of the Association and its members as Unit Owners.

(f) To reconstruct and repair improvements after casualty and to construct additional improvements on the Property.

(g) To make and amend reasonable regulations respecting the use and appearance of the Property in the Condominium (hereinafter sometimes referred to as the "Regulations"); provided, however, that the Regulations and their amendments shall be approved by not less than 75% of the votes of the entire membership of the Association before they shall become effective.

(h) To approve or disapprove the leasing, transfer, mortgaging, ownership, and possession of Units as provided by the Declaration and the By-Laws of the Association (hereinafter sometimes referred to as the "By-Laws").

(i) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the Regulations for the use of the Property and the Condominium, including the imposition of fines upon any non-complying Unit Owner.

(j) To contract for the management and maintenance of the Condominium and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and regulations, maintenance, repair, and replacement of the Common Elements with funds as such may be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Act, including, but not limited to, the making of assessments, promulgation of rules and regulations, and execution of agreements on behalf of the Association.

(k) To contract for the management or operation of portions of the Common Elements susceptible to separate management or operation and to grant leases of those portions for this purpose.

(l) To employ personnel to perform the services required for proper operation of the Condominium.

(m) To contract for the services of an Insurance Trustee.

(n) To exercise any and all rights granted to the Association in the Declaration.

3.3 Ownership of Units. The Association shall have the power to purchase, hold, lease, mortgage, and convey Units as set forth in the Declaration and any Unit so purchased, held, leased, mortgaged, or conveyed shall be held, leased, mortgaged, or conveyed in the name of the Association.

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3.4 Condominium Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

3.5 Distribution of Income. The Association shall make no distribution of income to its members, directors, or officers.

3.6 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the By-Laws.

#### ARTICLE 4 - MEMBERS

4.1 Membership. The members of the Association shall consist of all of the record owners of Units in the Condominium and after termination of the Condominium, shall consist of those who are members at the time of the termination and their successors and assigns.

4.2 Evidence. After approval of the transfer or of the ownership of a Unit in the manner required by the Declaration, change of membership in the Association shall be established by: (a) recording in the public records of Pinellas County, Florida, a certificate of the Association stating the approval required by the Declaration; (b) recording in the public records of Pinellas County, Florida, a deed or other instrument establishing a public record of the transfer of the title substantiating the membership, and (c) delivery to the Association of a true copy of the recorded instruments. The owner receiving title of the Unit by those instruments will be a member of the Association and the membership of the prior owner will be automatically terminated.

4.3 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, encumbered, hypothecated, subjected to a security interest, or transferred in any manner, except as an appurtenance to the Unit for which that share is held.

4.4 Voting. A member of the Association shall be entitled to cast one vote for each Unit owned by him. The manner of exercising voting rights shall be determined by the By-Laws.

#### ARTICLE 5 - DIRECTORS

5.1 Number and Qualification. The affairs of the Association shall be managed by a board consisting of the number of directors determined by the By-Laws, but not less than 3 directors, nor more than 9 directors, and in the absence of such determination, shall consist of 3 directors. Directors need not be members of the Association.

5.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, and the By-Laws shall be exercised exclusively by the board of directors, its agents, contractors, or employees, subject only to approval by Unit Owners when that is specifically required.

5.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the By-Laws.

5.4 Term of First Directors. Except as may be provided by the Act, the directors named in these Articles shall serve until their successors are elected by the members, and any vacancies in their number occurring before the time for the election of their successors by the members shall be filled by the remaining first directors.

5.5 First Directors. The names and resident addresses of the members of the first board of directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Dominick Scannavino	14505 Farm Hills Place Tampa, FL 33624
D. William Smith	355 Holly Hill Road Oldsmar, FL 33557
Thomas A. Shapiro	495 Hickorynut Avenue Oldsmar, FL 33557

#### ARTICLE 6 - OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the board of directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the board of directors. The names and resident addresses of the officers who shall serve until their successors are elected by the board of directors are as follows:

President:	D. William Smith 355 Holly Hill Road Oldsmar, FL 33557
Vice-President:	Dominick Scannavino 14505 Farm Hills Place Tampa, FL 33624
Secretary:	Thomas A. Shapiro 495 Hickorynut Avenue Oldsmar, FL 33557
Treasurer:	Thomas A. Shapiro 495 Hickorynut Avenue Oldsmar, FL 33557

#### ARTICLE 7 - INDEMNIFICATION

Every director and officer of the Association and every member of the Association serving the Association at its request shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees and appellate attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association or by reason of his serving or having served the Association at its request, whether or not he is a director or officer or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of a judgment, the indemnification shall apply only when the board of directors approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not in lieu of any and all other rights to which that person may be entitled but shall be limited by the applicable law, and specifically shall not include gross negligence or willful misconduct.

ARTICLE 8 - BY-LAWS

The first By-Laws of the Association shall be adopted by the board of directors and may be altered, amended, or rescinded by the directors and members in the manner provided by the By-Laws.

ARTICLE 9 - AMENDMENTS

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

9.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

9.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by the board of directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the secretary at or prior to the meeting. The approvals must be either:

(a) by not less than 75% of the entire membership of the board of directors and by not less than 75% of the votes of the entire membership of the Association; or

(b) by not less than 80% of the votes of the entire membership of the Association.

9.3 Limitation. Provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any change in Sections 3.3 to 3.6 of Article 3, supra, without approval in writing by all members and the joinder of all record owners of mortgages upon Units. Additionally, no amendment shall be made that is in conflict with the Act or the Declaration.

9.4 Recording. A copy of each amendment shall be accepted and certified by the Secretary of State and shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and the Articles, which certificate shall be executed by the officers of the Association with the formalities required of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of Pinellas County, Florida.

ARTICLE 10 - CONTRACTUAL POWERS

In the absence of fraud, no contract or other transaction between the Association and any other person, firm, corporation, or partnership shall be affected or invalidated by the fact that any director or officer is pecuniarily or otherwise interested therein. Any director may be counted in determining the existence of a quorum at any meeting of the board of directors of the Association for the purpose of authorizing such contract or transaction with like force and effect as if he were not so interested or were not a director, member, or officer of such firm, association, corporation, or partnership. It is possible that officers of this Association may also be officers in or have interest in the corporation with which a management contract is to be entered into with respect to the Condominium.

ARTICLE 11 - TERM

The term of the Association shall be perpetual.

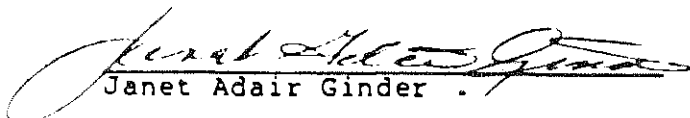
ARTICLE 12 - SUBSCRIBERS

The names and resident addresses of the subscribers to these Articles are as follows:

<u>NAME</u>	<u>ADDRESS</u>
William J. Deas	1981 Greenwood Avenue Jacksonville, FL 32205
Janet Adair Ginder	1545 Dalewood Drive Jacksonville, FL 32211
Sharon L. Hayes	2460 Stein Street Jacksonville, FL 32216

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 11<sup>th</sup> day of Febr, 1980.

  
\_\_\_\_\_  
William J. Deas

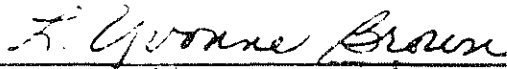
  
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Janet Adair Ginder

  
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Sharon L. Hayes

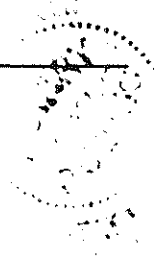
STATE OF FLORIDA  
COUNTY OF DUVAL

BEFORE ME, a notary public authorized to take acknowledgments in the state and county set forth above, personally appeared William J. Deas, Janet Adair Ginder, and Sharon L. Hayes, known to me and known by me to be the persons who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed those Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the state and county aforesaid, this 11<sup>th</sup> day of February, 1980.

  
\_\_\_\_\_  
Notary Public, State and County  
as aforesaid  
My Commission Expires:

11-11-84



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

FILED  
FEB 12 4 22 PM '85  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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

FIRST: That EAST LAKE WOODLANDS CONDOMINIUM UNIT SEVEN ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its initial registered office, in the County of Pinellas, State of Florida, has named WILLIAM J. DEAS, located at 1000 Riverside Avenue, Suite 606, Jacksonville, Florida 32204, as its agent to accept service of process within this state.

ACKNOWLEDGMENT

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 further agree to comply with the provisions of Chapter 48.091, Florida Statutes, relative to keeping open said office.

  
\_\_\_\_\_  
William J. Deas,  
Resident Agent



## BY-LAWS

OF

EAST LAKE WOODLANDS CONDOMINIUM  
UNIT SEVEN ASSOCIATION, INC.

1. Identity. These are the By-Laws of East Lake Woodlands Condominium Unit Seven Association, Inc. (hereinafter sometimes referred to as the "Association"), a Florida non-profit corporation. The Articles of Incorporation of the Association (hereinafter sometimes referred to as the "Articles") were filed in the office of the Secretary of State of the State of Florida on February 12, 1980. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes (hereinafter sometimes referred to as the "Act"), which condominium is identified by the name, EAST LAKE WOODLANDS CONDOMINIUM UNIT SEVEN (hereinafter sometimes referred to as the "Condominium"), and is located on the property described in the Declaration of Condominium which has established or will establish the Condominium (hereinafter sometimes referred to as the "Property") as well as other condominiums which may be established in the future on land located near the Property. Recognizing this possibility, it is specifically understood and agreed that the usage of the terms, Property, Declaration, and Condominium, herein shall be expanded as and when required by the establishment of said additional condominiums to embrace and include said additional condominiums and their establishing and implementing documents and instruments, so that all references herein shall refer to and include all such condominiums.

1.1 Office. The office of the Association shall be at 300 East Lake Woodlands Parkway, Palm Harbor, Florida 33563.

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 Association, the word "Florida", the words "Non-profit Corporation", and the year of incorporation, an impression of which is as follows:

2. Members.

2.1 Roster of Members. The Association shall maintain a roster of the names and mailing addresses of the owners (hereinafter sometimes referred to as "Unit Owners") of condominium units (hereinafter sometimes referred to as "Units") in the Condominium, which shall constitute a roster of members. The roster shall be maintained from evidence of ownership furnished to the Association from time to time by Unit Owners to substantiate the holding of a membership and from changes of mailing addresses furnished from time to time by Unit Owners. Each member shall furnish to the Association a true copy of the record evidence of his title substantiating his membership in the manner required by the Articles and the Declaration of Condominium of the Condominium (hereinafter sometimes referred to as the "Declaration").

Exhibit "C"

2.2 Annual Meeting. The annual members' meeting shall be held at least once in each calendar year in the month of January in each year at a date and time to be determined by the board of directors, in an appropriate location within the Condominium or at such other place in Pinellas County, Florida, as the president or a majority of the board of directors shall determine. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the members.

2.3 Special Members' Meetings. Special members' meetings shall be held at such places as provided for annual meetings, whenever called by the president or by a majority of the board of directors and must be called by those officers upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Any contrary provisions of the Act with regard to such meetings shall prevail over the provisions hereof.

2.4 Notice. Notice of a meeting of members stating the time and place and the objects for which the meeting is called shall be given by the officer calling the meeting. If Assessments are to be considered at the meeting, then the notice shall so specify, including the nature of such Assessments. A copy of the notice shall be posted at a conspicuous place in the Condominium and a copy shall be personally delivered or mailed by regular mail to each member entitled to attend the meeting, except members who waive the notice in writing. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting, delivery or mailing of the notice shall be effected not less than 14 days nor more than 60 days prior to the date of the meeting. If mailed, the notice shall be deemed given when deposited in the United States mail, with the proper postage thereon prepaid. Proof of posting, delivery or mailing of the notice shall be given by the affidavit of the person serving the notice, which affidavit shall also include a Certificate of Mailing of the Postal Service if such is available. Notice of a meeting may be waived before or after the meeting.

2.5 Quorum. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership of the Association. The acts approved by a majority of the votes cast at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration, the Articles, or these By-Laws.

2.6 Voting.

(a) In any meeting of members, the owners of Units shall be entitled to cast one vote for each Unit owned.

(b) If a Unit is owned by one person, his right to vote shall be established by the roster of members. If a Unit is owned by more than one person (excluding a husband and wife, which shall be deemed to be one person unless either husband or wife, or both, have notified the Association that he, she, or they wish the Unit to be considered as being owned by more than one person, in which event it shall be so considered) or is under lease, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit according to the roster of members and filed with the secretary of the Association. If a Unit is owned by a husband and wife and is being deemed to be owned by one person, then either husband or wife may cast the vote for the Unit. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit

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shall be designated by a certificate signed by the president or vice-president of the corporation and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. The certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any owner of a share in the Unit. If a certificate designating the person entitled to cast the vote for a Unit is not on file, the vote of the owner of the Unit shall not be considered in determining whether a quorum is present nor for any other purpose.

2.7 Proxies. Votes may be cast in person or by proxy. A proxy may be executed by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy or any lawful adjournment thereof and in no event shall be valid after the expiration of 90 days from the date of the designated meeting unless otherwise provided in the proxy. Every proxy shall be revocable at the option of the member executing it. A proxy must be filed with the secretary before the appointed time of the meeting or before the time to which the meeting is adjourned.

2.8 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, provided notice of the adjourned meeting is given in the manner required for notice of a meeting.

2.9 Chairman and Secretary. At all members' meetings, the president of the Association, or in his absence, the vice-president, shall preside as chairman of the meeting or in the absence of both, the members shall elect a chairman. Similarly, at all members' meetings, the secretary of the Association, or in his absence, the assistant secretary, shall serve as secretary of the meeting, or in the absence of both, the chairman shall appoint a member to so serve as secretary of the meeting.

2.10 Order of Business. The order of business at annual members' meetings and as far as practical, at other members' meetings, shall be as follows:

- (a) Call to order by president.
- (b) Election of chairman of the meeting (if required).
- (c) Calling of the roll and certifying of proxies.
- (d) Proof of notice of meeting or waiver of notice.
- (e) Reading and disposal of any unapproved minutes.
- (f) Reports of officers.
  - (i) Report of financial condition
- (g) Reports of committees.
- (h) Determination of number of directors.
- (i) Nomination of directors.
- (j) Appointment of inspectors of election.

- (k) Election of directors.
- (l) Unfinished business.
- (m) New business.
- (n) Adjournment.

2.11 Informal Action by Members. Any action required by law to be taken at a meeting of the members, or any action which may be taken at a meeting of members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

### 3. Directors.

3.1 Membership. The affairs of the Association shall be managed by a board of not less than 3 nor more than 9 directors, the exact number to be determined by the members at the time of election in the same manner as such are elected, except that the voting on such need not be by written ballot.

3.2 Election of Directors. Election of directors shall be conducted in the following manner:

(a) Election of directors shall be held at the annual members' meeting.

(b) A nominating committee of 3 members shall be appointed by the board of directors not less than 30 days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. The names of the proposed nominees, if available, shall be included with the Notice of the annual members' meeting. Nominations for additional directorships created at the meeting shall be made from the floor and other nominations may be made from the floor.

(c) The election shall be by written ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) Except as to vacancies provided by removal of directors by members, vacancies in the board of directors occurring between annual meetings of members shall be filled by the remaining directors.

(e) Any director may be removed by an agreement in writing of a majority of the votes of the entire membership of the Association or by concurrence of a majority of the votes of the entire membership of the Association at a special meeting of the members called for that purpose at the request of 10% of the votes of the entire membership of the Association. The vacancy in the board of directors so created shall be filled by the members of the Association at the same meeting.

3.3 Term. The term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4 Organizational Meeting. The organizational meeting of a newly elected board of directors shall be held within 10 days after their election at such place and time as shall be fixed by the directors at the meeting at which they were elected and no further notice of the organizational meeting shall be necessary.

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3.5 Regular Meetings. Regular meetings of the board of directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by regular mail, telephone, or telegraph, and shall be given at least 3 days prior to the meeting. A notice of regular meetings shall be posted in a conspicuous place in the Condominium at least 48 hours in advance for the attention of members of the Association. If mailed, the notice shall be deemed given when deposited in the United States mail, with the proper postage thereon prepaid.

3.6 Special Meetings. Special meetings of the directors may be called by the president at any time and must be called by the secretary at the written request of one-third of the directors. Notice of the meeting shall be given to each director personally or by regular mail, telephone, or telegraph, which notice shall state the time, place, and purpose of the meeting and shall be given not less than 3 days prior to the meeting. Notice of a special meeting shall be posted in a conspicuous place in the Condominium at least 48 hours in advance for the attention of members of the Association, except in an emergency. If mailed, the notice shall be deemed given when deposited in the United States mail, with the proper postage thereon prepaid.

3.7 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.8 Quorum. A quorum at directors' meetings 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 By-Laws.

3.9 Adjourned Meetings. If at any meeting of the board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.10 Chairman and Secretary. At all directors' meetings, the president of the Association shall preside as chairman of the meeting, or in his absence, the directors present shall designate one of their number to preside. Similarly, at all directors' meetings, the secretary of the Association shall serve as secretary of the meeting, or in his absence, the directors present shall designate one of their number to preside.

3.11 Order of Business. The order of business at directors' meetings shall be:

- (a) Calling of roll.
- (b) Proof of due notice of meeting.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers and committees.
- (e) Election of officers.
- (f) Unfinished business.

(g) New business.

(h) Adjournment.

3.12 Joinder in Meeting by Approval of Minutes. A director may join in the action of a meeting by signing and concurring in the minutes of that meeting.

3.13 Compensation. Any fees or compensation for directors shall be determined by the members of the Association.

3.14 Notices of Assessment Meeting. Notices of any meeting where assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered as well as the nature of any such assessments.

3.15 Minutes. Minutes of all meetings of the board of directors or the members shall be retained in a book available for inspection by members, or their authorized representatives, and members of the board of directors at any reasonable time. Such minutes shall be retained for not less than 7 years or any greater period of time as might be required by the Act.

3.16 Open Meetings. All meetings of the board of directors shall be open to any member.

4. Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the Act, Declaration, Articles, and these By-Laws shall be exercised exclusively by the board of directors, its agents, contractors, or employees, subject only to approval by Unit Owners when that is specifically required.

5. 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, all of whom shall be elected annually by the board of directors and who may be peremptorily removed at any meeting by concurrence 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 such 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 shall have all of the powers and duties that are usually vested in the office of president of a corporation, including, but not limited to, the power to appoint committees from among the members from time to time to assist in the conduct of the affairs of the Association as he, in his discretion, may determine appropriate and necessary.

5.3 Vice-President. The vice-president shall exercise the powers and perform the duties of the president in the event of the absence or disability of the president. He also shall assist the president and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4 Secretary. The secretary shall keep the minutes of all proceedings of the directors and the members. He shall be responsible for the serving of all notices to members and directors as well as all other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of a corporation and as may be required by the directors or the president.

5.5 Assistant Secretary. The assistant secretary shall exercise the powers and perform the duties of the secretary in the event of the absence or disability of the secretary.

5.6 Treasurer. The treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which books of account, together with substantiating papers, shall be made available to the board of directors for examination at reasonable times. He shall submit a treasurer's report to the board of directors at reasonable intervals and shall perform all other duties incident to the office of treasurer of a corporation, and as may be required by the directors or the president.

5.7 Compensation. The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by members shall not preclude the board of directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the Condominium.

6. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be Common Expenses as such term is defined and utilized in the Declaration:

(a) Current expense, which shall include all receipts and expenditures to be made within the year for which the budget is prepared, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to capital surplus or to additional improvements. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year, unless the Board deems that such should be otherwise utilized.

(b) Capital surplus for:

(1) Deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(2) Replacements, which shall include funds for repair or replacement required because of damage, depreciation, or obsolescence.

(3) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the Common Elements, or will be utilized by the Association for the benefit of the members.

6.2 Budget. The board of directors shall adopt a detailed budget for each calendar year that shall include the estimated funds required to defray the Common Expense and to provide and maintain funds for the foregoing accounts according to good accounting practices, and as may be specified by applicable law, as follows:

(a) Current expense, the amount for which shall not exceed 115% of the budget for this account for the immediately preceding year.

(b) Deferred maintenance.

(c) Replacements.

(d) Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by members entitled to cast not less than a majority of the votes of the entire membership of the Association. Such a meeting shall be called and conducted as required by the Act.

(e) It is further contemplated, understood and agreed that until January 1, 1982, there will be no formal budget for the Condominium. Instead the owners of Units that have been sold by East Lake Woodlands, Ltd., a Florida limited partnership, or its successors, grantees or assigns (hereinafter sometimes referred to as the "Developer"), will be assessed for Common Expenses at rates no greater than the maximum rates stated in the Declaration and the Developer will be assessed for the amounts by which the Common Expenses exceed the amounts assessed against the owners of Units sold by the Developer. During this period, no provisions will be made for capital surplus or any other expenses, other than current expenses, as such term is defined in Section 6.1(a), supra. It is further understood and agreed that the Developer's liability for current expenses as specified herein shall be limited to that necessary to maintain the Condominium in reasonably good condition, normal wear and tear excepted, expressly recognizing that such normal wear and tear will occur. It is further and specifically understood and agreed that incident to such normal wear and tear the Condominium will not remain in its original new unused condition and Developer expressly and specifically shall be under no duty or obligation to maintain it in such condition and shall have no duty or obligation to replace or refurbish the Condominium, or any portion thereof, other than whatever such might be included in the aforesaid duty to maintain the Condominium in reasonably good condition, normal wear and tear excepted.

(f) When applicable, copies of a proposed budget and proposed assessments shall be personally delivered or mailed to each member not less than 30 days prior to the meeting of the board of directors at which the proposed budget will be considered for adoption, together with a notice of that meeting and the fact that it is open to all Unit Owners. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

6.3 Assessments. Assessments against the Unit Owners for their shares of the items of the budget, when applicable, shall be made by the board of directors for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. The amount required for each Unit Owner to meet the annual budget shall be divided into 12 equal assessments, one of which shall be due on the first day of each month of the year for which the assessments are made, or 30 days after the mailing to the Unit Owners concerned of a statement for the assessment coming due, whichever



date shall last occur. If assessments are not made annually as required, monthly assessments shall be presumed to have been made in the amount of the last prior monthly assessment, and assessments in this amount shall be due on the first day of each month until changed by an amended assessment. In the event a monthly assessment shall be insufficient in the judgment of the board of directors to provide funds for the anticipated current expense for the ensuing month and for all of the unpaid operating expenses previously incurred, the board of directors shall amend the budget and shall make amended monthly assessments for the balance of the year in sufficient amount to meet these expenses for the year; provided, however, that any account of the amended budget that exceeds the limitation upon increases for that year imposed by Section 6.2, supra, shall be subject to the approval of the membership of the Association as set forth in Section 6.2(d), supra.

6.4 Assessments for Charges. Charges by the Association against members for other than Common Expense shall be payable in advance. Those charges may be collected by assessment in the same manner as Common Expenses, and when circumstances permit, those charges shall be added to the assessments for Common Expense. Charges for other than Common Expense may be made only after approval of a member and may include, but shall not be limited to, charges for the use of Condominium property when such usage and charges are authorized by the Declaration, maintenance services furnished at the expense of a member, and other services furnished for the benefit of a member.

6.5 Assessments for Emergencies. Assessments for Common Expenses for emergencies that cannot be paid from the annual assessments for Common Expenses shall be due only after 30 days notice is given to the Unit Owners concerned and shall be paid in such manner as the board of directors of the Association may require in the notice of assessment.

6.6 Audit. An audit of the accounts of the Association shall be made annually by a certified public accountant and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is made. The audit shall be in such detail as to satisfy all applicable financial reporting requirements of the Act, if any, and, if an audit is not so required, may be waived by the board of directors of the Association, who may substitute an unaudited financial statement.

6.7 Bonds. Fidelity bonds shall be required by the board of directors from all persons controlling or disbursing Association funds. The amount of those bonds and the sureties shall be determined by the directors. The premiums on the bonds shall be paid by the Association.

6.8 Access to Records And Policies. All members, and their authorized representatives where appropriate and allowed by the Act, shall have full access to all accounting records and insurance policies of the Association, as authorized and allowed by the Act.

6.9 Notice of Excess Liability. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend.

## 7. Committees.

7.1 Committees of Directors. The board of directors, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of 2 or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the board of directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the board of directors or any individual director of any responsibility imposed upon it or him by the Act or any other applicable statute, rule, or regulation.

7.2 Other Committees. Other committees not having and exercising the authority of the board of directors in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association and the president of the Association shall appoint the members thereof.

7.3 Term of Office. Each member of a committee shall continue as such until the next annual meeting of the members of the Association and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee by the person or persons authorized to appoint such member, or unless such member shall cease to qualify as a member thereof.

7.4 Chairman. One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

7.5 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

7.6 Quorum. Unless otherwise provided in the resolution of the board of directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

7.7 Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with any rules adopted by the board of directors, and shall keep complete and accurate minutes of its actions and meetings.

## 8. Contracts, Checks, Gifts, Additional Common Elements, And Miscellaneous Matters.

8.1 Contracts. The board of directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

8.2 Checks, Drafts, etc. All checks, drafts, or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the board of directors. In the absence of such determination by the board of directors, such instruments shall be signed by the treasurer or an assistant treasurer, and countersigned by the president or a vice-president of the Association.

8.3 Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the board of directors may select.

8.4 Gifts. The board of directors may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

8.5 Additional Common Elements. Subject to the approval of the board of directors, the Association may acquire personal property for usage in the discharge of its duties with reference to the Condominium, provided the expenditure for such is in accordance with these By-Laws, without the need for the prior approval of the owners of not less than 75% of the Units as imposed by Section 5.2(b) of the Declaration.

8.6 Cost of Approvals. As is specified in the Declaration, as amplified by the Regulations, the cost of approving residents and Owners of Units in the Condominium shall be the reasonable cost of same and not to exceed \$50.00. No charge shall be made in connection with an extension or renewal of a valid lease.

9. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration, Articles, or these By-Laws.

10. Amendments. Except as elsewhere provided otherwise, these By-Laws may be amended in the following manner:

10.1 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. Said Notice shall provide the full text of the proposed amendment, shall not refer to such by title or number only, and shall otherwise comply with all requirements of the Act.

10.2 Method. 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 and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be either by:

(a) not less than 75% of the entire membership of the board of directors and by not less than 75% of the votes of the entire membership of the Association; or

(b) by not less than 80% of the votes of the entire membership of the Association.

10.3 Proviso. Provided, however, that no amendment shall discriminate against any member nor against any Unit or class or group of Units unless the members so affected shall consent. No amendment shall be made that is in conflict with the Articles or the Declaration. Any non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

10.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the officers of the Association with the formalities required of a deed.

LAW OFFICES

WELL & DEAS, P.A.

SUITE 606

20 RIVERSIDE AVENUE

ORLANDO, FLORIDA 32204

The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of Pinellas County, Florida.

The foregoing were adopted as the By-Laws of East Lake Woodlands Condominium Unit Seven Association, Inc., a Florida nonprofit corporation, at the first meeting of the board of directors on February 23, 1981.

SUBMITTED:

/s/ Thomas A. Shapiro  
Secretary

APPROVED:

/s/ D. William Smith  
President

