

**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)

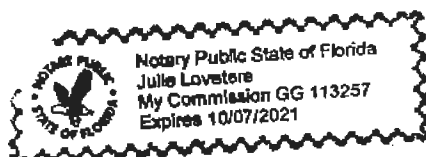
ATTEST:

Susan Knight  
Susan Knight, Secretary  
Printed Name

By: Donald Holzhammer  
DONALD HOLZHAMMER, President  
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.

-Prepared by and return to:

Steven H. Mezer, Esq.  
Bush Ross Gardner Warren & Rudy, P.A.  
Post Office Box 3913  
Tampa, FL 33601  
(813) 204-6492  
(813) 223-9620 FAX

KARLEEN F. DE BLAKER, CLERK OF COURT  
PINELLAS COUNTY FLORIDA  
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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
FOR EAST LAKE WOODLANDS CONDOMINIUM UNIT SEVEN**

We, HAROLD LABEL, President and MARILYN SEIGEL, as Secretary of East Lake Woodlands Condominium Unit Seven Association, Inc., do hereby certify that by the affirmative vote of 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, at the Special Membership meeting held on May 10, 2004, held in accordance with the By-Laws of this Association, the following amendment was duly enacted as follows:

**Article 14 Section 14.2 of the Declaration of Condominium of East Lake Woodlands Condominium Unit Seven is amended to read as follows:**

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 otherwise provided, the approvals must be either by:

~~——(a)—— Not less than 75 percent of the entire membership of the Board of Directors and by not less than 75 percent of the votes of the entire membership of the Association; or~~

~~——(b)—— Not less than 80 percent 66⅔ percent of the votes of the entire membership of the Association; or by~~

~~(c)—— Not~~not less than 50 percent 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:

CONDOMINIUM PLAT PERTAINING HERETO  
RECORDED IN PLAT BOOK 49, PAGE 1 AND THE  
THE DECLARATION OF CONDOMINIUM AS  
RECORDED IN OFFICIAL RECORDS BOOK 5163,  
PAGE 477, OF THE PUBLIC RECORDS OF  
PINELLAS COUNTY, FLORIDA.

(1)(a) 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 number of undivided shares of Unit Owners in either the Common Elements, Common Surplus, or Common Expenses shall equal 100% in numbers, 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)(b) To change the boundaries between the Units in the manner elsewhere stated, provided that the amendment is signed and acknowledged by the Owners and mortgagees of the Units concerned.

(3)(c) 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 that the amendment does not increase the number of Units allowed by the Declaration nor encroach upon the boundaries of the Common Elements.~~

CODING: The full text to be amended is stated, New words to be inserted are double-underlined.

EAST LAKE WOODLANDS  
CONDOMINIUM UNIT SEVEN  
ASSOCIATION, INC.

(Corporate Seal)

By: *Harold Label*  
HAROLD LABEL, President

*Marilyn Seigel*  
MARILYN SEIGEL, Secretary

Certificate of Amendment to the Declaration for Condominium  
for East Lake Woodlands Condominium Unit Seven Assn., Inc.  
Page Three

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instruments was acknowledged before me this 20<sup>th</sup> day of May, 2004, HAROLD LABEL, President and MARILYN SEIGEL, Secretary of East Lake Woodlands Condominium Unit Seven Association, Inc., who are personally known to me or have produced \_\_\_\_\_ as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Declaration of Condominium and severally acknowledge the execution thereof to be their free act and indeed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 20<sup>th</sup> day of May, 2004.

(SEAL)



Marjorie J. Brown  
Commission # DD120345  
Expires June 14, 2006  
Bonded Through  
Atlantic Bonding Co., Inc.

Marjorie J. Brown  
NOTARY PUBLIC, State of Florida  
My Commission Expires: \_\_\_\_\_

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D.R. 5163 PAGE 477

DECLARATION OF CONDOMINIUM  
OFEAST LAKE WOODLANDS CONDOMINIUM UNIT SEVEN  
Woodlands Drive, Palm Harbor, FL 33563

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CLERK OF CIRCUIT COURT

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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.

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

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(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

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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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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:

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(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:

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(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

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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

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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

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(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.

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(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.

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(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

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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.

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**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

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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.

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(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.

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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.

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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:

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(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.

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SONNIE, FLOR 34 32304

(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

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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

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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 406  
1000 RIVERSIDE AVENUE  
JACKSONVILLE, FLORIDA 32204

Signed and sealed in  
our presence

*Christy D. Collins*  
As to Allan R. Rutberg

EAST LAKE WOODLANDS, LTD., a  
Florida limited partnership

By *Allan R. Rutberg*  
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. Walton  
James Sullivan  
As to Muben Realty Company

By Andrew D. 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.

Shirley D. 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 Muben 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. SIMONE  
OF NEW JERSEY  
AUGUST 9, 1984

LAW OFFICES  
HOWELL & DEAS, P.A.  
SUITE 404  
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:

Southeast Mortgage Company, a Florida corporation

Adrian M. Mendez  
Blanche S. Sylvestre

By Jack Norton  
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, as Vice President and John S. Lewis, as 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°25'44" West, along the Easterly boundary of said Section 9, 871.12 feet; thence North 90°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°57'44" East, along said Southerly boundary 714.99 feet; thence South 89°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°03'49" West, along said Westerly boundary, 159.33 feet; thence South 41°38'33" West, 200.26 feet; thence North 48°21'27" West, 81.33 feet; thence South 41°38'33" West, 269.50 feet; thence North 48°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°00'00" to the point of tangency; thence North 88°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°19'11" to the point of tangency; thence North 08°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.

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  $18^{\circ}21'27''$  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)

COPIES

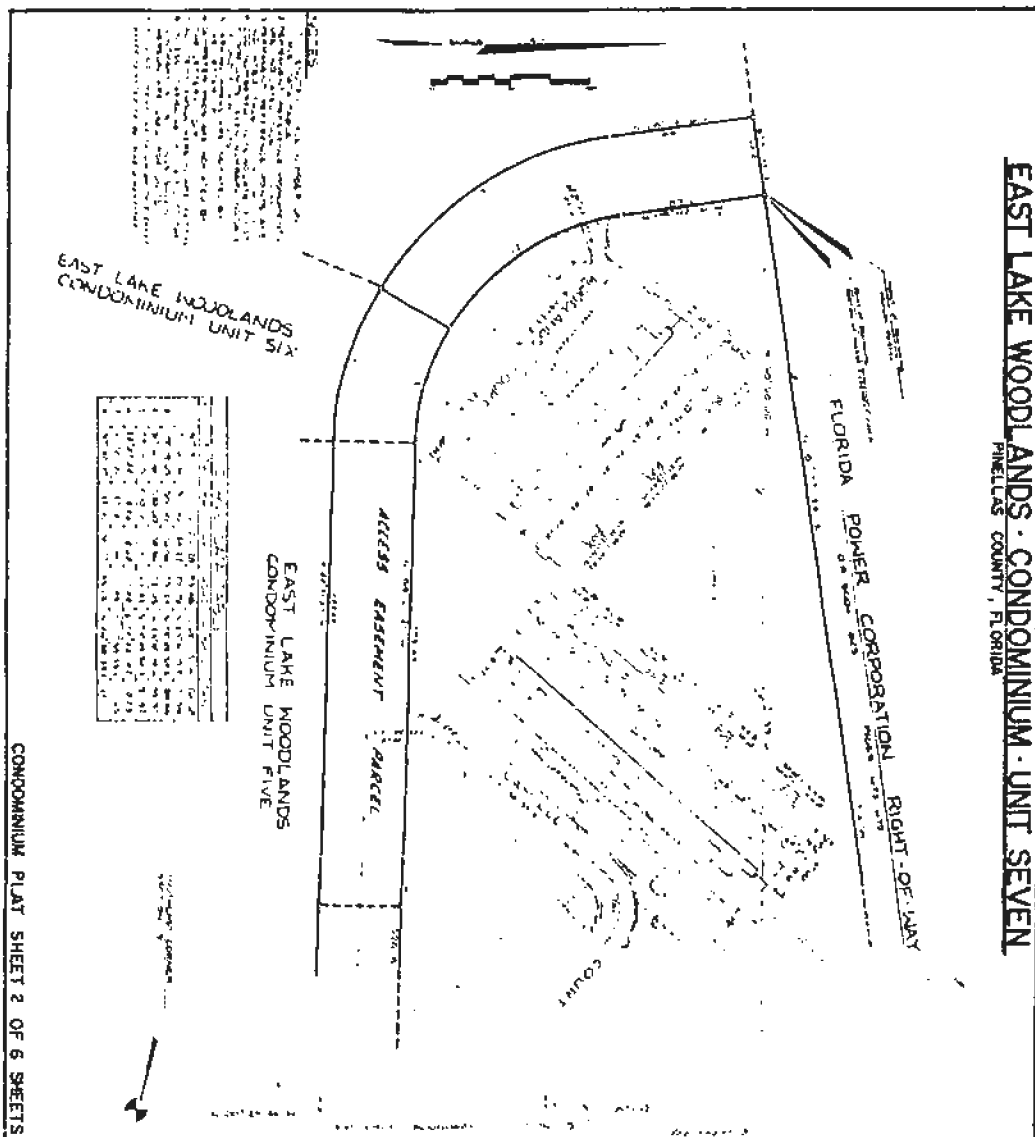
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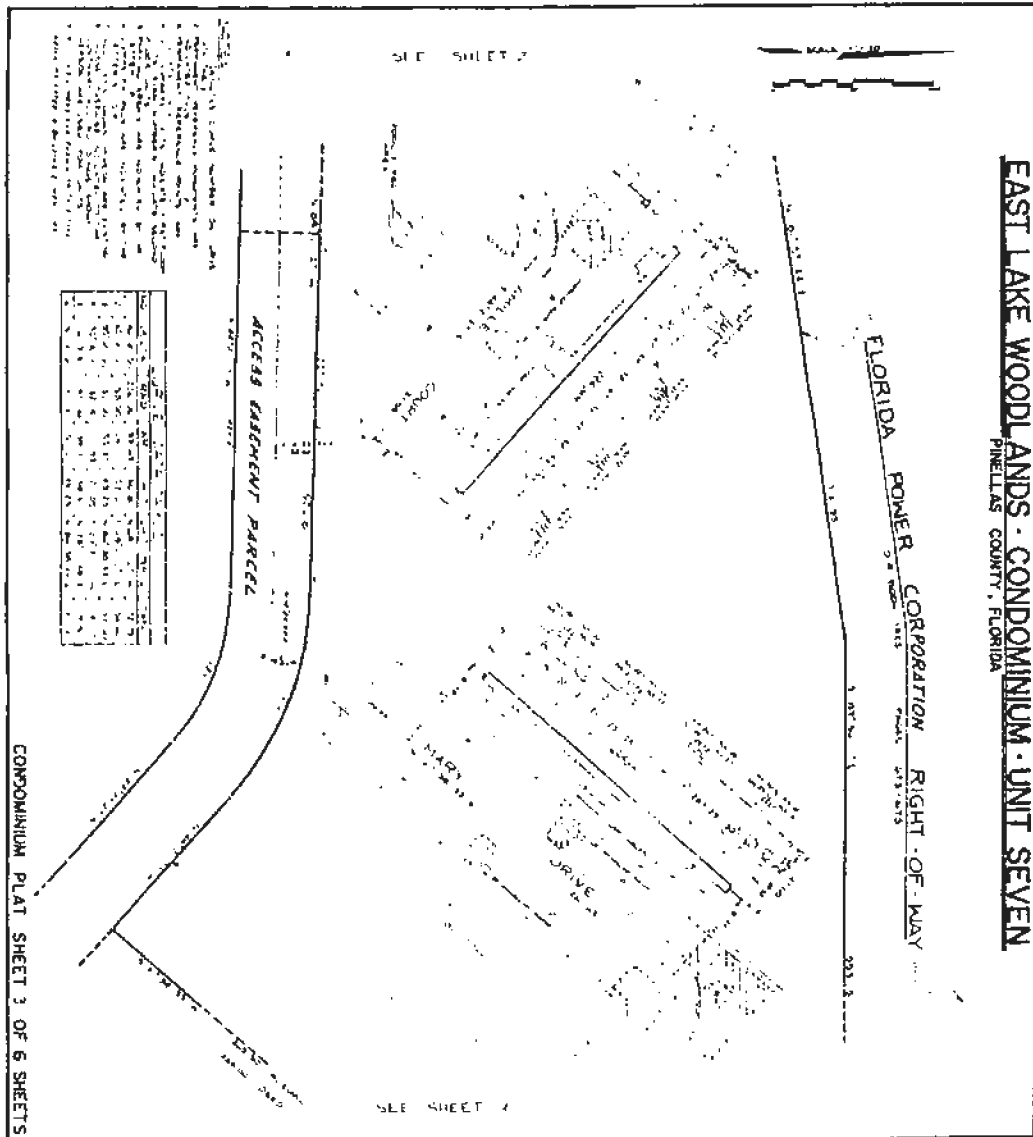
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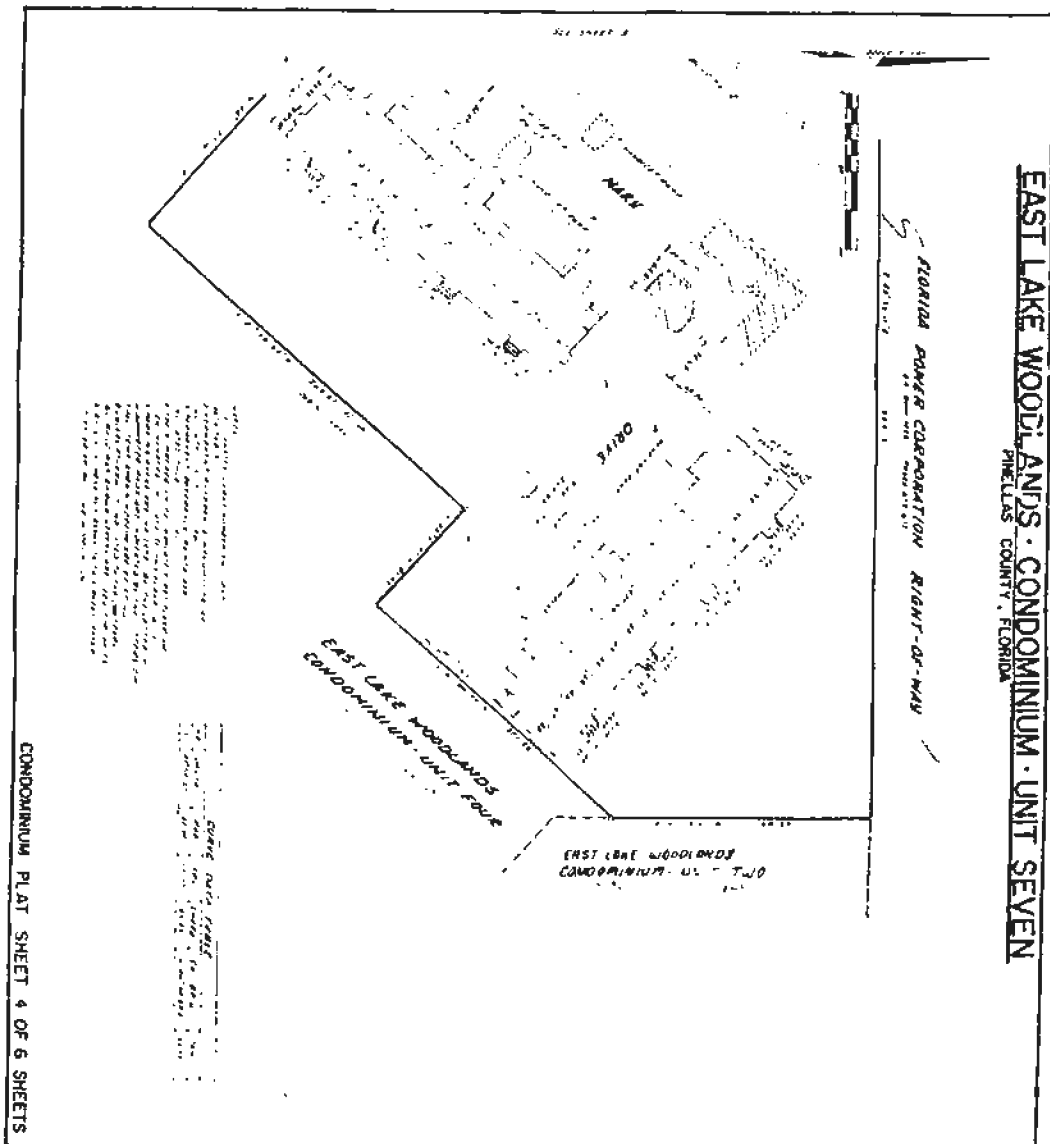
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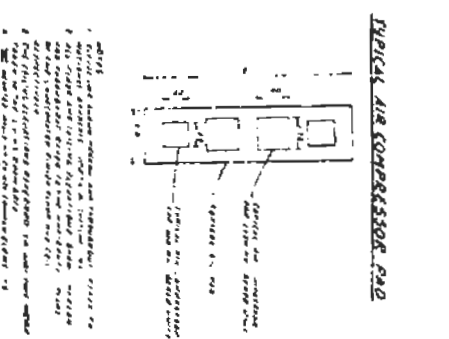
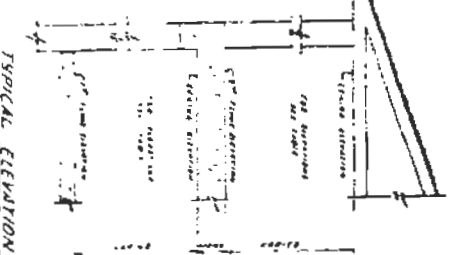
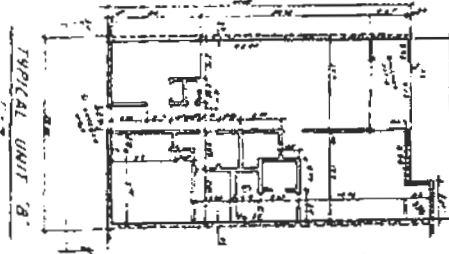
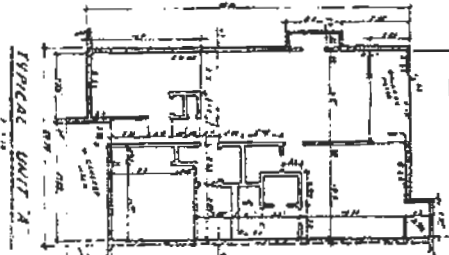








# EAST LAKE WOODLANDS - CONDOMINIUM - UNIT SEVEN PINELLAS COUNTY, FLORIDA



NO.	DESCRIPTION	QTY	UNIT	AMOUNT	NO.	DESCRIPTION	QTY	UNIT	AMOUNT	NO.	DESCRIPTION	QTY	UNIT	AMOUNT	NO.	DESCRIPTION	QTY	UNIT	AMOUNT
1	CEILING	1	SQ. FT.	1.00	11	CEILING	1	SQ. FT.	1.00	21	CEILING	1	SQ. FT.	1.00	31	CEILING	1	SQ. FT.	1.00
2	FLOOR	1	SQ. FT.	1.00	12	FLOOR	1	SQ. FT.	1.00	22	FLOOR	1	SQ. FT.	1.00	32	FLOOR	1	SQ. FT.	1.00
3	WALL	1	SQ. FT.	1.00	13	WALL	1	SQ. FT.	1.00	23	WALL	1	SQ. FT.	1.00	33	WALL	1	SQ. FT.	1.00
4	DOOR	1	EA.	1.00	14	DOOR	1	EA.	1.00	24	DOOR	1	EA.	1.00	34	DOOR	1	EA.	1.00
5	WINDOW	1	EA.	1.00	15	WINDOW	1	EA.	1.00	25	WINDOW	1	EA.	1.00	35	WINDOW	1	EA.	1.00
6	BATH	1	EA.	1.00	16	BATH	1	EA.	1.00	26	BATH	1	EA.	1.00	36	BATH	1	EA.	1.00
7	KITCHEN	1	EA.	1.00	17	KITCHEN	1	EA.	1.00	27	KITCHEN	1	EA.	1.00	37	KITCHEN	1	EA.	1.00
8	LIVING	1	EA.	1.00	18	LIVING	1	EA.	1.00	28	LIVING	1	EA.	1.00	38	LIVING	1	EA.	1.00
9	BEDROOM	1	EA.	1.00	19	BEDROOM	1	EA.	1.00	29	BEDROOM	1	EA.	1.00	39	BEDROOM	1	EA.	1.00
10	BEDROOM	1	EA.	1.00	20	BEDROOM	1	EA.	1.00	30	BEDROOM	1	EA.	1.00	40	BEDROOM	1	EA.	1.00

CONDOMINIUM PLAT SHEET 5 OF 6 SHEETS

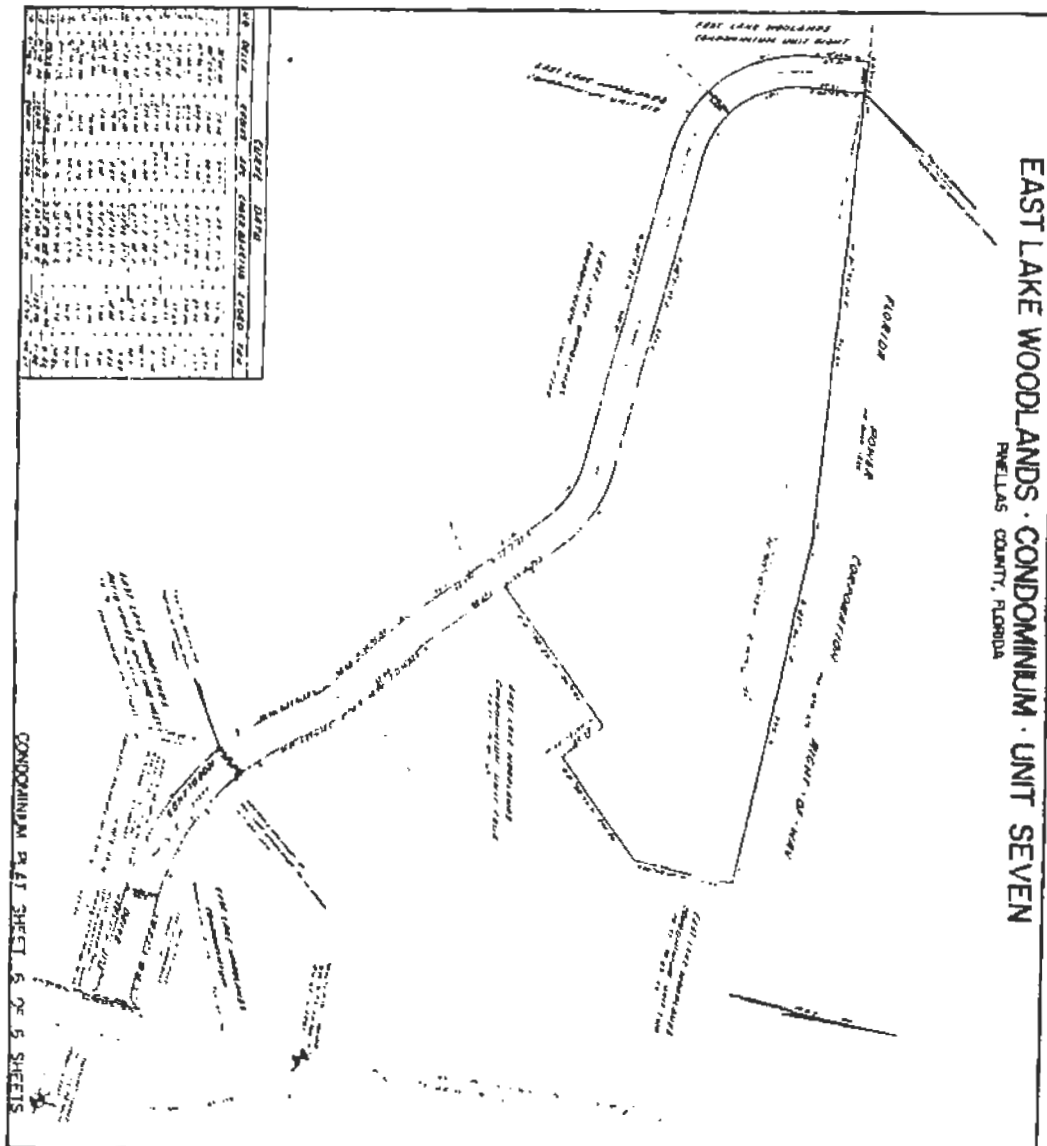


EXHIBIT A-3

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
62	1.0760
63	1.1180
64	1.1180
65	1.1180
66	1.1180
67	1.0760
68	1.0760
69	1.0760
70	1.0760
71	1.0760
72	1.0760
73	1.0760
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

—



Free