

Governing Documents

Villa Del Mar of Clearwater Condominium Association, Inc.

**VILLA DEL MAR OF
CLEARWATER
CONDOMINIUM
ASSOCIATION, INC.**

see to:
THIS INSTRUMENT PREPARED BY:
GREGORY A. FOX, ESQUIRE
28050 U.S. 19 NORTH, SUITE 100
CLEARWATER, FL 33761

DECLARATION OF CONDOMINIUM
FOR
VILLA DEL MAR OF CLEARWATER,
A CONDOMINIUM

Declaration made on March 16, 2005 pursuant to F.S. §718.104, by DEL MAR DEVELOPMENT, L.L.C., a Limited Liability Company, organized and existing under the laws of Florida, having its principal offices at 162 Brent Circle, Oldsmar, Pinellas County, Florida, referred to below as "Developer".

1. Introduction and Submission

1.1 The Land. The Developer owns the fee simple title to certain land located in Pinellas County, Florida, as more particularly described in Exhibit "1" annexed hereto.

1.2 Submission Statement. Developer, who is owner in fee simple absolute of the lands, the building and all other improvements constructed or to be construed thereof, together with all easements, rights and appurtenances belonging to it, and all other property, personal or mixed, intended for use in connection with it, as described below and collectively referred to as the "property", declares certain divisions, covenants, restrictions, limitations, conditions, and uses respecting the property, intending to submit the property to the provisions of Chapter 718 of the Florida Statutes, referred to below as the Condominium Act, and further intending to create covenants running with the land and binding developer and its successors and assigns forever.

1.3 Name. The name by this condominium is to be identified is **VILLA DEL MAR OF CLEARWATER, A CONDOMINIUM**

(hereinafter called the "Condominium").

2. Definitions. The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

- 2.1 "Act" means the Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof.
- 2.2 "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association, as amended from time to time.
- 2.3 "Assessment" means a share of the funds which are required for the payment of common expenses, which from time to time is assessed against the unit owner.
- 2.4 "Association" means VILLA DEL MAR OF CLEARWATER CONDOMINIUM ASSOCIATION, a Florida corporation, not for profit, the sole entity responsible for the operation of the Condominium.
- 2.5 "Association property" means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to, the association for the use and benefit of its members.
- 2.6 "Board of Directors" or "Board" means the Board of Directors of the Association.
- 2.7 "Boat Slip" shall mean an area of land designated exclusively for docking, mooring or storage of a boat as depicted Exhibit "2" attached hereto. The use of which space has been assigned to a Unit Owner or it shall mean the exclusive right to the use of such space in the context so required.
- 2.8 "Building" means the structure in which the Units and the Common Elements are located regardless of the number of such structures, which are located on the Condominium Property.
- 2.9 "By-Laws" means the by-laws of the Association as they are amended from time to time.

2.10 "Common Elements" means and includes:

- (a) The portions of the Condominium Property which are not included within the Units.
- (b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to all Units and the Common Elements.
- (c) An easement of support in every portion of the Unit which contributes to the support of the Building.
- (d) The property and installations required for the furnishings of utilities and other services to more than one Unit or to the Common Elements.
- (e) Any other parts of the Condominium Property designated as Common Elements in this Declaration.

2.11 "Common Expenses" means all expenses incurred by the Association for the Condominium and charges assessed or imposed against Units in the Condominium by the Association, as authorized by the Act. "Common Expenses" shall include the cost of a master television antenna system or duly franchised cable television service obtained pursuant to a bulk contract. For all purposes of this Declaration, "Common Expenses" shall also include all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended.

2.12 "Common Surplus" means the amount of all receipts or revenues, including assessments, rents, or profits, collected by a condominium association which exceeds common expenses.

2.13 "Condominium Parcel" means a unit, together with the undivided share in the common elements appurtenant to the unit.

2.14 "Condominium Property" means the lands, and personal property that are subjected to condominium ownership and all improvements thereon and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

- 2.15 "County" means the County of Pinellas, State of Florida.
- 2.16 "Declaration" or "declaration of condominium" means the instrument or instruments by which a condominium is created, as they are from time to time.
- 2.17 "Developer" means DEL MAR DEVELOPMENT, L.L.C., a Florida Limited Liability Company, its successor and such of its assigns as to which its rights hereunder are assigned by written instrument recorded in the public records of the County. Such assignment may be made on an exclusive or non-exclusive basis, may be conditional or unconditional, and may be an assignment of all or only portions of its rights as Developer hereunder, provided, however, that no such assignment shall make an assignee the "Developer" for purposes hereof unless such assignment is an assignment of Developer's right hereunder, is exclusive, except as to any previously assigned rights, and the assignee expressly accepts said assignment by written instrument recorded in the public records of the County.
- 2.18 "Improvements" means all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Buildings.
- 2.19 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit or Units. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagees of Units to which at least fifty-one percent (51%) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are appurtenant.
- 2.20 "Land" shall mean the property described in Exhibit "A" annexed hereto and submitted to the condominium form of ownership.
- 2.21 "Limited Common Elements" means those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as specified in this

Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.

- 2.22 "Special Assessment" means any assessment levied against a unit owner other than the assessment required by a budget adopted annually.
- 2.23 "Unit" means a part of the condominium property which is subject to exclusive ownership.
- 2.24 "Unit Owner" or "Owner of Unit" means a record owner of legal title to a condominium parcel.

3. Description of Condominium

3.1 Description of Building. The building to be constructed on the land, designated on the survey attached as Exhibit "A" and incorporated by reference, will be constructed principally of reinforced concrete, and will consist of a ground floor and four upper floors above the ground floor comprising a total building area of 90,720 sq. ft. Each of the living floors will have six condominium units ranging in size from 2330 sq. ft. to 2480 sq. ft. of living area.

3.2 Identification of Units. The Developer intends to construct a building containing 24 units. Each such Unit is identified by a separate and numerical or alpha-numerical designation. The designation of each such Unit is set forth on Exhibit "2" attached hereto. Exhibit "2" consists of a survey of the land, a graphic description of the improvements located thereon, including, but not limited to, the Building in which the Units are located and a plot plan thereof.

3.3 Unit Boundaries. Each Unit shall include that part of the Building containing the Unit that lies within the following boundaries:

(I) Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling.

(ii) Lower Boundaries. The horizontal plane of the unfinished upper surface of the floor of the Unit.

- (b) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.
- (c) Apertures. Where there are apertures in any boundary, including, but not limited to, windows and doors, the boundaries of the Unit extend to the interior surface of all windows (which term does not include sliding glass doors but does include glass curtain walls) and extend to the exterior surface of sliding glass doors and unfinished exterior surfaces of exterior doors. The framework for windows (again not including framework for sliding glass doors) shall not be included in the boundaries of the Unit and shall be Common Elements.
- (d) Utility Equipment and Conduits. The Units shall include all plumbing and electrical lines, equipment and fixtures located within the boundaries of the Unit, together with plumbing and electrical and other utility lines within the Common Elements, which serve the Unit only. The Unit shall not include electrical and plumbing lines, conduits, equipment, fixtures, pipes, wires, air passageways, ducts or other utility lines running through or adjacent to the Unit which are utilized for or serve another Unit or the Common Elements, which Items shall be made a part of the Common Elements.
- (e) Air Conditioning/Heating. Any air conditioning/heating equipment which services only a single unit shall be considered part of said Unit and not a Common Element.
- (f) Appliances. The Unit Owner shall own any electric water heaters, refrigerators, dishwashers, and other appliances which are located within the boundaries of the Unit or the Limited Common Elements.
- (g) Fixtures. The Unit Owner shall own all interior fixtures which shall serve the Unit exclusively, including without limitation, all plumbing fixtures, utility and electrical fixtures and cabinets.
- (h) Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth as Exhibit "2" hereto shall control in determining the boundaries of a Unit, except

that the provisions of Section 3.3(c) above shall control unless specifically depicted otherwise on such survey.

(i) Interior Floor Plans. Developer shall have the right to modify floor plans to relocate or remove interior non-bearing walls as may be requested by a purchaser of a unit, so long as the boundaries of the unit are not thereby altered.

3.4 Limited Common Elements. Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto, vesting in the Owner of each such Unit the exclusive right to use such Limited Common Elements:

(a) Lanais (Balconies). Any lanai (balcony), and all improvements thereto, as to which direct and exclusive of others shall be a Limited Common Element of such Unit(s).

(b) Ground Floor Parking Spaces. Each Unit located on the first floor will be assigned one (1) parking space. All other units will be assigned two parking spaces on the ground floor of the building in which the Unit is located, as shown on the plot plan attached hereto as Exhibit "2", as Limited Common Elements appurtenant to the Units to which said spaces are assigned.

(c) Lobbies. The lobbies directly appurtenant to the Individual Units shall be Limited Common Elements.

3.5 Common Elements. The following facilities will be constructed within the Condominium Property for the exclusive use of Unit Owners and their family members, guests, tenants and invitees.

(a) Interior Amenities. Each Building will contain the following Common Elements:

(i) Entrance Lobbies. There shall be three entry lobbies on the ground floor that leads to access of the elevators and to the Units. Each lobby will be approximately 14' by 16'

and will accommodate approximately 10 people.

- (ii) Elevators. There will be three elevators in the Building. Each approximately 5'9" x 7'5" accommodating approximately 10 people, with a weight limit of 2500 pounds.
 - (iii) Equipment Rooms. There shall be a total of three equipment rooms. One equipment room located on the roof level will house equipment necessary for the operation of the three elevators. There will be one electrical room on the ground floor which will house the electrical equipment for the building. There will be one additional equipment room that will house the electrical equipment for the pool. All of these rooms are depicted on the plot plan described on Exhibit "2".
 - (iv) Storage. There shall be one storage room on the Ground floor for personal property.
 - (v) Trash Rooms. There shall be three trash receptacle rooms located on the ground floor.
 - (vi) Stairways. There shall be six scissor stairways leading from the ground floor to the fifth floor in each building.
- (b) Exterior Amenities. The Condominium will contain the following Common Elements outside of the building:
- (i) Driveways and Parking Areas. As the plot plan attached to this Declaration as Exhibit "2" shows, the driveways and parking areas will be Common Elements. There will be a total of 6 visitor parking spaces, in addition to 44 first floor limited common area parking spaces.
 - (ii) Swimming Pool. Common Elements will include a heated swimming pool approximately 15' x 26' with approximate water capacity of 13,000 gallons, ranging in depth from approximately 3 feet to approximately 6 feet with a capacity of approximately 12 persons and a concrete

deck around the swimming pool with an area of approximately 700 sq. ft. and accommodating approximately 15 people. A spa will be adjacent to the pool with a diameter of 5 feet and an approximate water capacity of 440 gallons, which will accommodate 3 people.

- (c) Driveways and Utilities. All equipment and facilities shown on the plot plan will be constructed prior to completion of the Condominium. There will be utility lines, facilities and equipment including, without limitation, water distribution lines, sanitary sewer lines and equipment, storm drainage lines and facilities, fire lines and irrigation systems and equipment, and underground sprinkler systems located on the Condominium Property.
- (d) Equipment, Personalty and Permits. Developer will provide windows capable of withstanding hurricane force winds as required per Florida Building Code 2001. Developer will furnish personal property for all of the recreational and other facilities to be owned by the Association in the minimum amount of \$4,500.00.
- (g) Although the Developer has no present intention of doing so, it reserves the right at any time to expand or add to any of the above described Common Elements and recreational facilities and to include such other facilities as the Developer deems appropriate. The consent of the Unit Owners or the Association shall not be required for any such construction. No party is obligated, however, to so expand the facilities or provide additional facilities.

3.6 Easements. The following easements are hereby created (in addition to any easements created under the Act):

- (a) Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.
- (b) Utilities and Other Services; Drainage. Easements are reserved under, through and over the

Condominium Property as may be required from time to time for utility, cable television, communications and security systems, and other services and drainage in order to serve the Condominium. A Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications and security systems, or other service or drainage facilities or the use of these easements. The Board of Directors of the Association or its designee shall have a right of access to each Unit to maintain, repair or replace the pipes, wires, ducts, vents cables, conduits and other facilities, and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owners permitted use of the Unit and, except in the event of an emergency, entry shall be made on not less than one (1) day's notice (which notice shall not, however, be required if the Unit Owner is absent when the giving of notice is attempted.)

(c) Encroachments. If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the Improvements; (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of the Association or Developer, as appropriate, or (iv) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Improvements shall stand.

(d) Ingress and Egress. A non-exclusive easement in

favor of each Unit Owner and resident, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. None of the easements specified in this subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.

- (e) Construction: Maintenance. The Developer (including its designees, contractor, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any improvements or Units located or to be located thereon, and for repair, replacement and maintenance purposes or where the Developer, in its sole discretion, determines that it is required or desires to do so.
- (f) Sales Activity. For as long as there are any unsold Units, the Developer, its designees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements for guest accommodations, model apartments and sales, managements and construction offices, to show model Units and the Common Elements to prospective purchasers and tenants of the Units within the Condominium and to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease.
- (g) Association. The Association shall have an easement of access over, under and through the condominium Property for the purpose of performing its lawful functions pursuant to this Declaration, including, without limitation, the maintenance of parking

areas, utility lines and equipment, driveways, landscaped areas and any privacy wall/fence located along the boundary of the Condominium Property.

(h) Additional Easements. The Developer, while in control of the Association, or the Association, by and through the Board of Directors on behalf of all Unit Owners, shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications, service or other easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereof), or relocate any such existing easements or drainage facilities, in any portion of the Condominium Property and to grant access easements or relocate any existing access easements in any portion of the Condominium Property as the Developer, or board shall deem necessary or desirable, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.

4. Ownership of Common Elements. Each owner of an unit will own in fee simple absolute, a proportionate, undivided interest in the Common Elements listed in Section 3 equal to the portion as set forth on Exhibit "3" of this Declaration of Condominium.

5. Proportionate Representation; Participation in Common Profits and Expenses. Each Unit Owner will share in the Common Profits and Expenses, as defined, and in the total voting power of the Association of Owners in accordance with such Unit Owner's interest in the Common Elements as set forth above.

5.1 For or purposes of this Declaration, "Common Profits" means the excess of all receipts over all disbursements of the association.

5.2 For purposes of this Declaration, "Common Expenses" means expenses for the administration, maintenance, and repair of the property, and all sums that may be designated Common Expenses by this Declaration or the By-Laws of the Association.

6. Covenants and Agreements. Grantor, its successors and assigns, by this Declaration and all future owners of units, by acceptance of their respective deeds, covenant and agree as follows:

6.1 The Common Elements will remain undivided, and no right will exist to partition or divide any of them, except when termination of the Condominium and its removal from the provisions of Chapter 718 of the Florida Statutes is authorized by unanimous agreement of all of the owners of the Condominium and all creditors in whose behalf the encumbrances are recorded against the Condominium. On such authorization, all unit owners, mortgagees and lienors shall execute and file for record in the office where this Declaration is filed, an instrument of revocation of this Declaration. On the filing of such instrument of revocation, the owners shall become tenants in common of the property, and each shall own an undivided interest therein equal to the percentage of his or her undivided interest in the Common Elements before the filing of such instrument. On the filing of such instrument of revocation, all liens shall be transferred to the undivided share in the Condominium property attributable to the Unit originally encumbered by the lien in its same priority. Termination of the Condominium shall not bar subsequent resubmission appurtenant to Units shall remain undivided, and no to the provisions of such Act in accordance with the terms thereof.

6.2 Each Unit Owner will have an easement in common with all other Unit Owners for the use and maintenance of all pipes, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any of the other Units and serving his or her Unit, and each Unit will be subject to such easement in favor of owners of all other Units. Subject to reasonable regulation as may be provided in the By-Laws, the board of administration will have a right of access to each unit to inspect it, and to maintain, repair or replace all Common Elements located within it.

6.3 Each owner of a unit or units will, automatically on becoming owner the unit or units, become a member of Villa Del Mar of Clearwater Condominium Association, Inc. herein referred to as the association, and will remain a member until his or her ownership ceases, at which time

membership in the association will also cease.

6.4 Any unit leased or acquired by the board of administration in any manner will be held by the board on behalf of all unit owners, in proportion to the respective common interests of the owners as set forth above.

6.5 Administration of the condominium will be in accordance with the provisions of this declaration and the bylaws of the association, attached as Exhibit "4", as those documents may be amended from time to time.

6.6 Each unit owner, and all tenants who are occupants of units will comply with the provisions of this declaration, and the bylaws, decisions, and resolutions of the association, as lawfully amended from time to time. Failure to comply with these provisions, decisions, or resolutions will be grounds for an action to recover sum due for damages or injunctive relief, or both, maintainable by the association or by any unit owner or by a person who holds a blanket mortgage or unit mortgage and is aggrieved by any such noncompliance.

7. Maintenance and Repairs.

7.1 Units and Limited Common Elements. All maintenance, repairs and replacements of, or in or to any Unit and Limited Common Elements appurtenant thereto, whether structural or nonstructural, ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of window screens, the entrance door and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air conditioning equipment, fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces and the entire interior of the Unit lying within the boundaries of the Unit or other property belonging to the Unit Owner shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.

Specifically, Unit Owners shall be responsible to clean the interior of all windows and the exterior of all windows that can be accessed from the interior of the Unit. The Association shall clean the exterior surfaces

of curtain walls when deemed necessary by the Board of Directors of the Association. Unit Owners shall maintain the lanai or balcony appurtenant to their Unit(s) and shall keep the same neat and tidy, except that in order to maintain a uniform appearance, the Association will paint the exterior walls and railings of the balconies when deemed necessary by the Board of Directors of the Association. Owners of Units to which the storage lockers are appurtenant shall keep the storage lockers clean and tidy in appearance although maintenance and repair shall be the responsibility of the Association.

7.2 Common Elements. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements (other than certain Limited Common Elements as provided in Section 7.1) shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense. The Association shall be responsible for the operation and maintenance of the improvements, facilities and systems utilized in connection with the storm and surface water collection, retention, detention, drainage and disposal services for the Condominium Property and shall comply with all requirements of the Southwest Florida Water Management District.

7.3 Specific Unit Owner Responsibility. The obligation to maintain and repair any air conditioning equipment, plumbing or electrical fixtures or other Items of property which service a particular Unit or Units shall be the responsibility of the applicable Unit Owner(s), individually, and not the Association, without regard to whether such Items are included within the boundaries of the Units.

8. Additions, Alterations or Improvements by the Association. Whenever in the judgment of the Board of Directors the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of \$10,000.00 in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the Units represented at a meeting at which a quorum is attained. Any

such additions alterations or improvements to such Common elements, or any part thereof, costing in aggregate \$10,000.00 or less in a calendar year may be made by the Association without the approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall be assessed as a "Capital Improvement Assessment" of the Unit Owners as provided in Section 13.2 hereof. For purposes of this section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is made beyond that year.

9. Additions, Alterations or Improvements by Unit Owner.

9.1 Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, his or her Unit or any Limited Common Element without the prior written consent of the Board of Directors. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owners's Unit or Limited Common Elements within forty-five (45) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design structural integrity, aesthetic appeal, construction details, lien protection or otherwise. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his or her heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after the date of installation or construction thereof as may be required by the Association. Notwithstanding the foregoing, in order to allow the Association to obtain the operating history and experience necessary to provide for uniformity in the

nature of the Unit Owner improvements and to protect the aesthetic appeal of the Condominium, no such requests for additions, alterations or improvements may be presented to the Board for its consideration until such time as the Unit Owners, other than the Developer have elected a majority of the Board of Directors.

9.2. Additions, Alterations or Improvements by Developer. The Developer shall have the additional right, without the consent or approval of the Board of Directors or other Unit Owners to make alterations, additions or improvements, structural and non-structural, interior or exterior, ordinary and extraordinary, in, to and upon any Unit owned by it and Limited Common Elements appurtenant thereto (including, without limitation, the removal of walls, floors, ceilings, and other structural portions of the Improvements). Notwithstanding the foregoing, none of the alterations described above may result in a change in the configuration or size of a Unit in any material fashion without the approval of the Owners of the Unit(s) affected, the approval of all owners of mortgages and liens on the affected Unit(s), and the approval of the record Owners of all other Units.

10. Proviso. Without limiting the generality of the provisions of paragraph 9.2 above, the Developer shall have the right, without the vote or consent of the Association or Unit Owners, to (i) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary, and (ii) change the layout or number of rooms in any Developer owned Units, subject to the requirements of Section 9.2 above, if applicable.

11. Operation of the Condominium by the Association; Powers and Duties.

11.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation of the Association (respectfully, Exhibits "4" and "5" annexed hereto), as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

- (a) The irrevocable right to have access to each Unit and its Limited Common Elements from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein or performing extermination services, or at any time and by force, if necessary, for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units.
- (b) The power to make and collect Assessments and other charges against Unit Owners and to lease, maintain, repair and replace the Common Elements.
- (c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times upon prior request.
- (d) The power to contract for the management and maintenance of the Condominium Property and to authorize a duly licensed management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the Condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, if any, provided that such actions are approved by a majority of the entire membership of the Board of Directors and of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as

may be specified in the By-Laws with respect to certain borrowing, provided further that no such action shall be permitted while the Developer owns any Unit without the prior written consent of the Developer.

- (f) The power to charge a fee for the exclusive use of any Common Elements by an Owner.
- (g) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Condominium Property.
- (h) The power to acquire real property and personal property. Personal property shall be acquired upon a majority vote of the Board of Directors, subject to Section 8 hereof. Real property shall be acquired upon a majority vote of the Board of Directors; provided that the requirements of Section 8 pertaining to the Unit Owners' approval of costs in excess of the threshold amount stated therein (including the proviso as to the debt incurred) shall also apply to the acquisition of real property; provided, further, however, that the acquisition of a Unit as a result of a foreclosure of the lien for Assessments shall be made upon a majority vote of the Board of Directors, regardless of the price for same.
- (i) The authority to operate and maintain the improvements, facilities and systems utilized in connection with the storm and surface water collection, retention, detention, drainage and disposal services for the Condominium (the "surface water management system").
- (j) All of the powers which a corporation not for profit in the State of Florida may exercise pursuant to the Declaration, the Articles of Incorporation and By-Laws, Chapters 607 and 617, Florida Statutes and the Act, in all cases except as expressly limited or restricted in the Act.

In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration or the exhibits attached hereto, this Declaration shall take precedence over the Articles of

created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Pinellas County, City of Clearwater and/or any other jurisdiction or the prevention of tortious activities.

- (c) Any provision of the Association Documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as created a duty of the Association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

Each Unit Owner (by virtue of his or her acceptance of title or his or her Unit) and each other persons having an interest in or lien upon, or making any use of, any portion of the Condominium Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this provision.

As used in this Section, "Association" shall include within its meaning all of the Association's Directors, officers, committee and Board members, employees, successors and assigns. The provisions of this Article shall also inure to the benefit of the Developer and its affiliates, which shall be fully protected hereby.

11.3 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 or transferred in any manner except as an appurtenance to his or her Unit.

11.4 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 cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the

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Unit is specifically required by this Declaration or by law.

- 11.5 Acts of the Association. Unless the approval of an action of Unit Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers at the Association without a specific resolution. When an approval or action of the approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.
12. Determination of Common Expenses and Fixing of Assessments Therefor. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessment payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of and reserves for (if required by law) the operation, maintenance, repair and replacement of the Common Expenses, costs of carrying out the power and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or By-Laws of the Association, applicable rules and regulations or by the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and not be restricted or accumulated. Any Budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of

the By-Laws.

13. Collection of Assessments.

13.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all Assessments coming due while he or she is the Unit Owner. In the case of a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his or her share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

13.2 Special and Capital Improvement Assessments. In addition to Assessments levied by the Association to meet the Common Expenses of the Condominium, the Board of Directors may levy "Special Assessments" and "Capital Improvement Assessments" upon the following terms and conditions:

(a) "Special Assessments" shall mean or refer to a charge against each Owner and his or her Unit, representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature, which are not in the nature of capital improvements.

(b) "Capital Improvement Assessments" shall mean and refer to a charge against each Owner and his or her Unit, representing a portion of the costs incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from repairs and maintenance) of any capital improvements located or to be located within the Common Elements.

(c) Special Assessments and Capital Improvement Assessments may be levied by the Board of Directors and shall be payable in lump sums or installments, in the discretion of the Board; provided that, if

such Special and Capital Improvement Assessments, in the aggregate in any year, exceed \$10,000.00 or cause the total Assessments levied to exceed 115% of Assessments for the preceding calendar year, for any purpose, the Board must obtain approval of a majority of the Units represented at a meeting at which a quorum is attained.

13.3 Default in Payment of Assessments. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at eighteen (18%) per annum from the date due until paid and shall be subject to an administrative late fee in an amount not to exceed the greater of \$25.00 or five (5%) percent of each delinquent Installment. The Association has a lien on each Condominium Parcel for any unpaid Assessment of such Parcel. The lien is effective and shall relate back to the recording of the Declaration or the recording of the amendment to the Declaration, whichever shall last occur, provided that as to first mortgagees, the lien is effective from and after recording of the claim of lien. The claim of lien shall state the description of the amount due and the due dates. It must be executed and acknowledged by an officer or authorized agent of the Association and shall be recorded in the Public Records of Pinellas County, Florida. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid, but in no event for a period exceeding one year, unless lien enforcement action has commenced in a court of competent jurisdiction during such year. The one year period shall automatically be extended for any length of time during which the Association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the Unit Owner or any other person claiming an interest in the Condominium Parcel. The claim of lien shall secure (whether or not stated therein) all unpaid assessments, interest thereon and costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. Upon full payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real

property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days' prior written notice to the applicable Unit Owner and the recording of a claim of lien, the Association may declare the amount due for the remainder of the budget year in which the claim of lien is recorded to be accelerated and that amount shall thereupon be immediately due and payable on the date the lien is recorded.

Any payments received by the Association from a delinquent Unit Owner shall be applied first to any interest accrued as provided above, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection as aforesaid and then to the delinquent and any accelerated Assessment.

13.4 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association has given written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

13.5 First Mortgagee. In the event a first mortgagee or other purchaser shall obtain title to a Unit as a result of a foreclosure action in which the Association has been joined as a defendant, or as a result of a deed given in

lieu of foreclosure or in satisfaction of debt, such acquirer of title or its successors and assigns ("first mortgagee") shall be liable for the share of common Expenses or Assessments or other charges imposed by the Association pertaining to such Condominium Parcel or chargeable to the former Unit Owner of such Condominium Parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu of foreclosure or in satisfaction of debt. However, the first mortgagee's liability as aforesaid shall be limited to (i) the Unit's Common Expenses or Assessments which accrued or came due during the six months immediately preceding the acquisition of title and for which payment in full has not been received by the Association or (ii) one (1%) percent of the original mortgage debt, whichever is less. The provisions of this Section 13.5 shall not apply unless the first mortgagee joins the Association as a defendant in the foreclosure action. Joinder is not required if, on the date the complaint is filed, the Association was dissolved, administratively or otherwise, and did not maintain an office or agent for service of process at a location which was known or reasonably discoverable by the first mortgagee by the date the foreclosure action was filed. The person acquiring title shall pay the amount owed to the Association within thirty (30) days of transfer of title. The unpaid share of Common Expenses or Assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer and its successors and assigns. A first mortgagee acquiring title to a Condominium Parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such Condominium Parcel, whether or not the Unit is occupied, be excused from the payment of same or all of the Common Expenses coming due during the period of such ownership.

13.7 Certificate of Unpaid Assessments. Within fifteen (15) days after request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating all assessments and other moneys owned to the Association by the Unit Owners with respect to his Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

13.8 Installments. Regular Assessments shall be collected monthly or quarterly, in advance, as determined from time

to time by the Board of Directors. Initially, Assessments will be collected monthly.

14. Insurance. The insurance other than title insurance that shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following paragraphs numbered 14.1 through 14.7

14.1 Authority to Purchase; Name Insured.

- (a) All insurance policies upon the Condominium Property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for the mortgagees. Provisions shall be made for issuance of mortgagee endorsements and certificates of insurance to the mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Board of Directors of the Association, and all policies and their endorsements shall be deposited with the Board of Directors. Unit Owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.
- (b) Each of the Unit owners shall purchase an additional condominium insurance policy covering their personal property and the portion of the Condominium property not covered by the Association's policy. The Association shall be named as an additional insured on these policies and a copy of the declaration page naming the Association as an additional insured shall be given to the Association.

14.2 Coverage.

- (a) Casualty. All buildings and improvements upon the Condominium Property shall be insured in an amount equal to the full replacement cost, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its value, all as shall be determined annually by the Board of Directors of the Association. Coverage shall include:

- (i) Protection against loss or damage by fire and other hazards covered by a standard extended

coverage endorsement, and

- (ii) Protection against 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 Condominium Property including but not limited to vandalism and malicious mischief, and
- (iii) The word "building" whenever used in the policy shall include, but shall not necessarily be limited to, fixtures, installations or additions comprising that part of the building, within the unfurnished interior surfaces of the perimeter walls, floors and ceiling of the individual Units initially installed or replacements thereof, in accordance with the original plans and specifications. With respect to the coverage, the Unit Owners shall be considered additional insureds under the policy.
- (b) Public Liability. Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired automobile and no-owned automobile coverages, and with cross liability endorsements to cover liabilities of the Condominium Unit Owners as a group to a Condominium owner.
- (c) Workmen's Compensation. Workmen's Compensation insurance to meet the requirements of the law.
- (d) Flood Insurance. Flood Insurance if the Board of Directors of the Association so elects. The Board of Directors shall determine the nature and amount of coverage to be obtained.
- (e) Insurance required by the Act covering all persons who control or disburse Association fund.
- (f) Such other insurance that the Board of Directors of the Association shall determine from time to time to be desirable.

14.3 Premiums. Premiums on insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

14.4 Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Condominium Unit Owners and their mortgagees as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to the Board of Directors of the Association. The duty of the Board of Directors shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the Condominium Unit Owners and their mortgagees in the following shares:

(a) Proceeds on Account of Damage to Common elements. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his or her Unit.

(b) Condominium Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(i) When a building is to be restored: For the Owners of a damaged Condominium Unit, in proportion to the cost of repair the damage suffered by each Condominium Unit Owner, said cost to be determined by the Association.

(ii) When the building is not to be restored: An equal share of the proceeds shall be held for each Condominium Unit Owner.

(c) Mortgages. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided however, that no mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such

proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums that insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and additional monies are not available for such purpose.

14.5 Reconstruction or Repair after Casualty

(a) Determination to Reconstruct or Repair. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(i) Common Elements. If the damaged improvement is a Common Element, the damaged property shall be reconstructed or repaired unless it is determined pursuant to this Declaration that the Condominium shall be terminated.

(ii) Condominium Buildings.

1. Minor Damage. If the damaged improvement is one to which 50% of the Common Elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner provided by this Declaration that the Condominium shall be terminated.

2. Major Damage. If the damaged improvement is Units to which more than 50% of the Common Elements are appurtenant are found by the Board of Directors to be untenable, then damaged property shall not be reconstructed or repaired and the Condominium will be terminated without agreement unless the payment of costs of reconstruction and repair were made from insurance proceeds. If there is a

balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner provided in this Declaration. Any part of the distribution of surplus to a beneficial owner which is not in excess of Special Assessments paid by the Unit Owner into a construction fund shall not be made payable to a mortgagee.

- (a) Plans and Specifications. Any reconstruction or repair shall be effected substantially in accordance with the plans and specification of the original buildings or in accordance with plans and specifications approved by the Board of Directors of the Association and Owners, of not less than a majority of the Common Elements including the Owners of the damaged units.
- (b) Assessments. Should the proceeds of insurance be insufficient to meet the estimated cost of reconstruction and repair by the Association, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair, the proceeds of insurance are insufficient, a special assessment shall be made against all Unit Owners in an amount to provide sufficient funds for the payment of reconstruction and repair costs. The Assessment against Unit Owners shall be in proportion to said Owner's share in the Common Elements.
- (c) Construction Funds. The funds for payment of costs of reconstruction and repair after casualty shall consist of the proceeds of insurance held by the Association and funds collected by the Association from Assessments. These funds shall be disbursed in the following manner:
 - (i) By the Association for Lesser Damage. If the amount of the estimated costs of reconstruction and repair is less than \$50,000.00, then the construction fund shall be disbursed in payment of such costs upon the

order of the Association. Provided, however, that upon request of the Association by a mortgagee who is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, the fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(ii) By the Association for Major Damage. If the amount of the estimated costs of reconstruction and repair is more than \$50,000.00, then the construction fund shall be disbursed and payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(iii) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair were made from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner provided in this Declaration. Any part of the distribution of surplus to a beneficial owner which is not in excess of Special Assessments paid by the Unit Owner into a construction fund shall not be made payable to a mortgagee.

14.6 Distribution of Proceeds. Proceeds of insurance policies received by the Board of Directors shall be distributed to or for the benefit of the beneficial owners in the following manner:

- (a) If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such cost shall be distributed to beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced

by any mortgagee of a Condominium Unit.

(b) If it is determined in the manner elsewhere provided that the damages for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the mortgagee of the Unit.

14.7 Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner and for each Owner of any other interest in the Condominium Property to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

15. Restrictions on Use of Condominium Unit.

15.1 Condominium Use. No condominium shall be occupied and used except for residential purposes by the owners, their tenants, and social guests, and no trade or business shall be conducted, except a residential unit may be used as a combined residence and executive or professional office by the owner of it, so long as the use does not interfere with the quiet enjoyment by other residential unit owners of their units. No tent, shack, trailer, basement, garage, outbuilding or structure of a temporary character, shall be used at any time as a residence, either temporarily or permanently.

15.2 Occupancy. Each Unit shall be used as a residence only, except as otherwise herein expressly provided. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families, provided that the Unit owner or other permitted occupant must reside with his/her family: (i) the individual Unit Owner, (ii) an officer, director, stockholder, employee or designee of such corporation; (iii) a partner, employee or designee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be. Occupants of an approved leased or subleased Unit must be the following persons, and such persons' families who reside with them: (i) an

individual lessee or sublessee, (ii) an officer, director, stockholder, employee or designee of a corporate lessee or sublessee, (iii) a partner, employee or designee of a partnership lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. In no event shall occupancy of a Unit (except for temporary occupancy by visiting guests) exceed the greater of six (6) persons in the entire Unit or two (2) persons per bedroom. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this subsection 15.2 shall not be applicable to Units used by the Developer for model apartments, guest accommodations, sales or other offices or management services.

As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren, and other persons permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than the Unit. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Section 15 and the Board of Directors of the Association shall enforce, and the Unit Owners comply with, same with due regard for such purpose.

15.3 Nuisances. No noxious, illegal, or seriously offensive activities shall be carried on in any condominium, or in any part of the property, nor shall anything be done which may be or may become a serious annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the owners of his or her respective unit, or which shall in any way increase the rate of insurance for the project, or cause any insurance policy to be canceled or cause a refusal to renew the same or which will impair the structural integrity of any building.

15.4 Vehicle restrictions. No trailer, camper, mobile home, motor home, house car, commercial vehicle, truck (other than standard size pick-up truck or standard size van), boat, inoperable automobile, or similar equipment shall be permitted to remain upon any area within the property, unless placed or maintained within an enclosed garage.

Commercial vehicles shall not include sedans or standard size vans and pick up trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the board of administration of the association. No noisy or smoky vehicles shall be operated on the property. Twenty-four (24) hours after notice has been personally delivered to the owner by an agent of the association or placed on the windshield of the vehicle or forty-eight (48) hours after notice has been mailed to the address of the registered owner of the vehicle parked, stored, or maintained on the premises, in violation of the provisions of this condominium declaration, the owner shall be deemed to have consented to removal of the vehicle from the project. The association or its agents or employees shall then have authority to tow away and store any such vehicle, whether the vehicle shall belong to a unit owner, or his or her tenant, a member of the owner's family, or the owner's guest or invitee. Charges for towing and storage shall be paid by the unit owner responsible for the presence of such vehicle.

15.5 Signs. No signs shall be displayed to the public view in any units or on any portion of the property, except the right of the Developer to display signs prior to sale of all the Units or signs approved by the board or committee appointed by the board.

15.6 Animals. No animals, reptiles, insects, or birds of any kind shall be raised, bred, or kept in any condominium, or in any portion of the property except Pets kept in cages or aquariums or no more than a total of two (2) usual and ordinary household pets, such as a dog, cat, bird, etc. may be kept provided that they are not kept, bred, or maintained for any commercial purposes, and they are kept under reasonable control at all times.

Notwithstanding the foregoing, no pets may be kept on the property which are obnoxious or annoying to other unit owners. No pets shall be allowed in the common area except as may be permitted by the rules of the board of administration. No dog shall enter the common area except while on a leash which is held by a person capable of controlling it. All waste must be picked up by the pet owner.

After making a reasonable attempt to notify the owner, the association or any owner may cause any unleashed dog found within the common area to be removed by the association to a pound or animal shelter under the jurisdiction of the County of Pinellas, State of Florida, by calling upon the appropriate authorities, where the owner may, on payment of all expenses, repossess the dog. Owners shall prevent their pets from soiling any portion of the common area and shall promptly clean up any mess left by their pets. Owner shall be fully responsible for any damage caused by their pets.

15.7 Garbage and Refuse Disposal. All rubbish, trash, and garbage shall be regularly removed from the property, and shall not be allowed to accumulate on the property. Trash, garbage, and other waste shall be disposed through the garbage chute. The association shall be responsible for removal of garbage from central pick up points.

15.8 Radio and Television Antennas. No alteration to or modification of a central radio and/or television antenna or cable television system, whichever is applicable, if developed by condominium declarant or a cable television franchisee and as maintained by the association or the franchisee, shall be permitted, and no owner may be permitted to construct and/or use and operate an external radio and/or television antenna without the consent of the board. The Condominium Association will pay for basic cable television service and the Unit Owner will pay for any premium cable service.

15.9 Architectural Control. No building, fence, wall, obstruction, outside or exterior wiring, balcony, screen, patio, patio cover, tent, awning, carport, carport cover, improvement, or structure of any kind shall be commenced, installed, erected, painted, repainted or maintained upon the property, nor shall any alteration or improvement of any kind be made, until it has been approved in writing by the board, or by an architectural control committee appointed by the board.

Plans and specifications showing the nature, kind, shape, color, size, materials, and location of the improvements alterations, etc., shall be submitted to the board or to the architectural control committee for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location with

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15.6 Animals. No animals, reptiles, insects, or birds of any kind shall be raised, bred, or kept in any condominium, or in any portion of the property except Pets kept in cages or aquariums or no more than a total of two (2) usual and ordinary household pets, such as a dog, cat, bird, etc. may be kept provided that they are not kept, bred, or maintained for any commercial purposes, and they are kept under reasonable control at all times.

Notwithstanding the foregoing, no pets may be kept on the property which are obnoxious or annoying to other unit owners. No pets shall be allowed in the common area except as may be permitted by the rules of the board of administration. No dog shall enter the common area except while on a leash which is held by a person capable of controlling it. All waste must be picked up by the pet owner.

respect to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with condominium declarant's original color scheme, or to rebuild in accordance with declarant's original plans and specifications. No permission or approval shall be required to repaint in accordance with a color scheme previously approved by the board or an architectural control committee, or to rebuild in accordance with plans and specifications previously approved by the board or by the architectural control committee appointed by the board. Nothing contained herein shall be construed to limit the right of an owner to paint the interior of his or her unit with any color desired.

No landscaping of patios or yards visible from the street or from the common areas not involving the use of natural plants, grass, trees, or shrubs, and which involves the use of synthetic materials, or concrete, rock, or similar materials shall be undertaken by any owner until plans and specifications showing the nature, kind, shape, and location of the materials shall have been submitted to and approved in writing by the board or by an architectural control committee appointed by the board.

The architectural control committee shall consist of three (3) members. Condominium declarant may appoint all the original members of the committee and all replacements until the first anniversary of the issuance of the original final public report for the project. Condominium declarant reserves to itself the power to appoint a majority of the members of the committee until 100% percent of all the units in the project have been sold. Thereafter, the board shall have the power to appoint all of the members of the architectural control committee. Members appointed to the architectural control committee by the condominium declarant need not be members of the association. A majority of the architectural control committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the successor shall be appointed by the person, entity, or group that appointed the member until declarant no longer has the right to appoint any members to the committee, and after that, the board shall appoint a successor. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for

services performed. In the event the committee fails to approve or disapprove plans and specifications within thirty (30) days after the same have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

- 15.11 Drapes. All drapes, curtains, window coverings, shutters, or blinds visible from the street or common area shall be beige in color or lined in beige or of colors, materials, and patterns that are approved by the Board or its authorized committee.
- 15.12 Balconies. There shall be no outside laundering or drying of clothes. No draping of towels, carpets or laundry over railings shall be permitted.
- 15.13 Power Equipment and Car Maintenance. No power equipment, hobby shops, or car maintenance (other than emergency work) shall be permitted on the property except with prior written approval from the board. Approval shall not be unreasonably withheld and, in deciding whether to grant approval, the board shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, and similar objections.
- 15.14 Liability of Owners for Damage to Common Area. The owner of each unit shall be liable to the association for all damage to the common area or improvements on it caused by the owner or any occupant of his or her unit or guest or by the owner's pets, except for that portion of the damage, if any, fully covered by insurance. Liability of an owner shall be established only after notice to the owner and hearing before the board. In the event an owner disagrees with the decision of the board on the question of liability, the owner may petition a court of law or submit the matter to arbitration pursuant to the rules of the American Arbitration Association, and the decision of the arbitrator shall be final and conclusive on the parties.
- 15.15 Parking Spaces; Storage. The project includes 50 total parking spaces. Forty-four (44) of those are designated as Limited Common Elements on the condominium plan, and are reserved for the exclusive use of the owners of the units to which they are assigned. The remaining 6 spaces

shall be reserved for guests.

15.16 Heavy Use of Electrical Power. No unusually large or heavy use of electrical power shall be permitted within the project where there is a central meter or master meter serving more than one unit. In any case where a garage assigned to a particular unit is supplied with power through a central meter or master meter, the owner of the unit to which the garage is assigned shall not use electrical outlets in the garage for running appliances, tools, power equipment, battery chargers, or any other machinery or equipment using large amounts of electrical power.

15.17 Joining units. An owner of horizontally adjacent units shall have the right to join the units. In furtherance of that, an owner may notify and utilize common areas between the units so long as the modifications do not affect the structural integrity of the project or impair any other owner's reasonable use of the common areas, or the utilities that may be located on the common areas, or the value of the project, subject to the prior written approval of any such modifications by the architectural control committee. All costs and expenses of the modifications, and subsequent restoration of the areas shall be borne by the owner of the units so joined. After approval of the proposed modifications by the architectural control committee and prior to commencement of work, the owner making the modification shall post a bond or bonds in an amount acceptable to the architectural control committee to protect the association and project against liens and to insure completion of the work. In joining units, an owner shall have reasonable access to other units as may be required to accomplish the modifications approved by the architectural control committee. The modifications shall not, however, change the status of units which shall continue to be treated legally as separate condominium units, each entitled to one vote, and each required to pay its separate assessment. In the event common ownership of joined units is for any reason terminated, common areas which have been altered shall be immediately restored to their original design and status.

16. Boat Slips

16.1 Boat Slips.

(a) The Developer may construct boat slips adjacent to and

contiguous to the development. The docks are numbered pursuant to the plan attached as Exhibit "2". The Developer or the Association shall have the authority to enter into a submerged land lease with the Department of Environmental Protection of the State of Florida. The submerged land lease will be for a term of five (5) years. The lease may be renewed subject to compliance with the lease provisions applicable to law. The Association is hereby given the right to enter into renewals of the submerged land lease on behalf of the Association. Neither the sovereignty land lease nor the leasehold interest therein, nor the facilities that exist on the lease are being submitted for condominium ownership. The docks are numbered pursuant to the plan attached in Exhibit "2". Each boat slip in the marina area is hereby restricted to use by the Unit Owner who has been assigned the use of such space, and his permitted Lessees, their immediate family, guest and invitees for the purpose of docking a single pleasure or recreational boat or vessel therein, exclusive of life boats or dinghies, that are normally carried on board such boat or vessel. The use of any boat slip for any commercial venture is expressly prohibited. While docked within any of these boat slips, no boat or vessel shall be used or occupied as a temporary or permanent residence. Without limitation of the generality of the foregoing, no person shall occupy any vessel or boat docked within a boat slip for a period in excess of twenty-four (24) hours during any consecutive seventy-two (72) hour period. At no time shall more than one boat or vessel (exclusive of lifeboats or dinghies carried on such boat or vessel) be docked or moored in a boat slip. Notwithstanding anything to the contrary contained herein or in any rules or regulations from time to time promulgated by the Association, so long as Developer owns any boat slip spaces, Developer may utilize a boat slip or boat slips of its choice for a model, prototype or other usage for the purpose of selling Units. Further, Developer may assign its commercial usage right to such other persons or entities as it may choose; provided, however, when all such boat slips have been transferred, Developer's right to such commercial usage shall immediately cease.

- (b) In the event the construction of the docks has not been completed prior to completion of the construction of the condominium, the Declarant, Declarant's Transferee,

employees, contractors or subcontractors shall have a non-exclusive right to ingress and egress across the common area for the purpose of completing the construction of the docks. The Association consents to the construction of the docks and appoints the Declarant as its authorized representative to execute any and all applications or documents with the appropriate governmental authorities necessary to construct the docks. If necessary, the Association agrees to execute any and all application permits or documents necessary for construction of the docks upon request by the Declarant.

16.2 Maintenance and Repair. The boat slip owners shall be responsible for the maintenance, repair, utilities, property taxes, insurance, submerged land lease payments, and any other expenses associated with the upkeep of the docks. The dock owners agree to pay an additional maintenance assessment to the Condominium Association for these expenses. The additional maintenance fee shall be the sum of Two Hundred and forty (\$240.00) Dollars per year payable on an annual basis beginning the date of the closing on the boat slip. Said assessment shall be payable on the first day of January of each and every year. The Condominium Association shall maintain a separate accounting for the maintenance assessments paid by boat slip owners. All of these additional assessments paid by the boat slip owners shall be used exclusively for the expenses associated with the docks. Notwithstanding the above, the Declarant shall not be assessed any assessment for ownership of a boat slip, provided the dock is not being used by the Declarant or rented to any third party.

16.3 Lien for Assessment In the event a boat slip owner fails to pay his assessment within fifteen (15) days of its due date, the Association shall have a right to place a lien on Owner's Unit. Said assessment shall be enforceable by the Association in accordance with the provisions of Paragraph 13. The Association shall have a right to assess a late payment penalty in the event any payment is more than fifteen (15) days late and the dock owner shall be liable for interest at the rate of Eighteen (18)% per cent per annum from the due date of the assessment, costs and reasonable attorney fees.

16.4 Determination of Assessment. The dock owners shall have

the right to elect a subcommittee of the Association consisting of three (3) dock owners. The dock owners subcommittee shall determine the amount of annual assessment as set forth in Paragraph 16.2, hereinabove. Said sub-committee shall be elected by the dock owners at the annual meeting of the Condominium Association. The Developer shall retain the right to veto any decision of the committee that in its sole discretion affects its interest or ownership of the docks.

16.6 Condition of Boats or Vessels. All boats or vessels docked or moored in a boat slip shall be maintained in a good, safe, clean, sanitary and seaworthy condition at all times. The Association shall have the right upon reasonable notice to cause to be removed from the Marina Area any boat or vessel that the Association determines to be a fire, health or safety hazard, and the cost of such removal may be assessed against the Unit Owner assigned the boat slip in which the boat or vessel is docked as a Special Assessment, which may be collected in the same manner as any regular assessment.

16.7 Right of Entry for Maintenance of Common Areas. Whenever it is necessary to enter upon any boat slip, or any boat or vessel docked or moored in a boat slip, or any boat or vessel docked or moored in a boat slip, for the purpose of performing any maintenance, alteration or repair to any portion of the Common Areas of the Marina Area, the Unit Owner to whom the boat slip has been assigned shall permit any duly constituted and authorized agent of the Association, to enter such boat slip (or any boat or vessel docked therein) for such purposes, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

16.8 Limitation on Alteration to Boat Slip. No Unit Owner shall permit there to be any improvements, decorations, modification, changes or alternations made to their boat slip without first obtaining the written consent of the Association, which consent may be withheld if the

Association determines in its sole discretion that such modifications or alterations would adversely affect or in any manner be detrimental to the Marina Area in part or in its entirety. No modification or alteration shall be permitted that would cause any increase in any insurance premiums paid by the Association, or not be in compliance

with all building codes, laws and regulations.

17. Selling, Leasing and Mortgaging of Units. Units may be made subject to mortgages without restrictions, but sales and leases thereof shall be subject to the provisions of this Section 16.

17.1 Board Approval. There shall be no sale, lease, or transfer of interest, legal or beneficial, nor transfer of possession of a Unit without the prior written approval of the Board of Directors of the Association. In the event a corporation, partnership, trust, or other legal entity owns a Unit, the transfer of all or substantially all of the beneficial ownership of such entitle shall be considered a transfer of interest in the Unit. In the event of leasing of Units, the Board shall have the right to require that a substantially uniform form of lease be used. No portion of a Unit (other than an entire Unit) may be rented. All leases shall provide (or be automatically deemed to provide, absent an express statement) that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation, By-Laws, and Rules and Regulations of the Association. No lease shall be valid or approved for a term of less than three (3) months, and only two (2) leases shall be approved in any twelve month period. Regardless of whether or not expressed in the applicable lease, the Unit Owner shall be jointly and severally liable to the Association for the acts and omissions of his or her tenant(s) which constitute a violation of, or non compliance with, the provisions of this Declaration, the Articles, By-Laws and of any or all rules and regulations of the Association. The provisions of this Section 17.1 shall not apply to the sale of Units by the Developer. The provisions of this Section 17.1 shall not apply to a transfer or purchase by Institutional First Mortgagees which acquire title as a result of their mortgage lien on the Unit, regardless of whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall this Section 17.1 require approval of a purchaser who acquires title to a Unit at a duly advertised public sale, with open bidding provided by law, including but not limited to an execution sale, a foreclosure sale, a judicial or a tax sale. No fee shall be charged by the Association

in connection with the transfer or approval which is in excess of the expenditures reasonably required for such transfer, nor shall the expense exceed the fee permitted under the Act, from time to time, which at the time of execution of this Declaration is \$100.00 per applicant other than husband/wife or parent/dependent child, which are considered one applicant. However, if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no charge shall be made. Any Unit Owner desiring to sell, lease or deliver possession of a Unit shall submit to the Board an application for approval, which application shall be in writing and in a form approved by the Association, and shall provide the name, address and telephone number of the desired purchaser or tenant, the names of all intended occupants of the Unit, together with such other information as the Board may reasonably require. The Board must either approve or disapprove the request within seven (7) days after its receipt of the request or such supplemental information as it may reasonably require. If a sale is approved, a recordable Certificate of Approval shall be executed by the Association to be recorded at the expense of the purchaser. If a lease is approved, a written notice of approval will be provided by the Association. The Board's failure to give the Unit Owner the Certificate of Approval or written notice of approval within the seven (7) day period shall be deemed to be the Board's consent to the same.

17.2 No Severance of Ownership. No part of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements.

17.3 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer his Unit by give, to devise his Unit by will, or to have Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section 16.

17.4 Ground Floor Parking Spaces. No ground floor parking space shall be assigned or transferred by the Owner of

the Unit to which it is appurtenant to any other person or entity.

18. Amendments. Except as elsewhere provided, this Declaration may be amended in the following manner:

18.1 Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of meeting at which the proposed amendment is considered.

18.2 Resolution of Adoption. A resolution adopting the proposed amendment may be introduced by the Board of Directors or by the members of the Association, Director and members not present in person or by proxy at the meeting considering the amendment b\may express their approval or disapproval in writing, providing such approval or disapproval is delivered to the Secretary of the Association at or prior to the meeting. Except as elsewhere provided, approval of the amendment must be either by:

(q) A majority of the votes of the entire membership of the Association; or

(r) Not less than one-half (½) of all of the Board of Directors in the case of Amendments that are only for one or more of the following purposes:

(i) To correct misstatements of fact in this Declaration or its Exhibits, including, but not limited to, the correction of errors in the legal description of the real property or in the surveys thereof. If said Amendment is to correct this Declaration so that they total of the undivided shares of the Unit Owners in either the Common Elements, Common Surplus or Common Expense shall equal 100%, the Owners of the Units and the holder of liens or encumbrances on the Units for which modifications in the shares are being made shall also approve the amendment.

(ii) To change boundaries between Units in the manner elsewhere stated, providing the amendment is signed and acknowledged by the owners, lienors and holders of the mortgages of the Units concerned.

(iii) To adopt amendment of Article 14 that are reasonably required by insurers or mortgagees of the Condominium Property or Units.

18.3 Proviso. Provided, however, that no amendment shall (i) discriminate against any Unit Owner nor against any Unit or class or group of Units unless the Unit Owners so affected shall consent, (ii) change any Unit or decrease the share in the Common Elements appurtenant to it, or increase the Owner's share of the Common Elements unless the record Owner of the Unit and all record owners of liens thereon shall join in the execution of the amendment. No amendment shall be valid which changes or modifies Article 14 or this paragraph of this declaration unless the record owners of all mortgages upon the Condominium or Units shall join in the execution of the Amendment or consent thereto by separate instrument.

18.4 Execution and Recording. A copy of each amendment shall be attached to a certificate in recordable form signed by the president or vice president and secretary of the Association setting forth that the amendment has been duly adopted. Said Certificate and amendment shall be effective when it and a copy of the amendment are recorded in the Public Records of Pinellas County, Florida.

19. Termination. The Condominium may be terminated in the following manner in addition to the manner provided in the condominium Act.

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

19.2 Agreement. The Condominium may be terminated by the approval in writing of all Unit Owners and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting sets forth the proposed termination, and if approval of the Owner of not

less than 80% of the Common Elements and of all the record owners of all mortgages of the Units are obtained in writing not later than thirty (30) days from the date of such meeting, then the Owners approving termination shall have an option to buy all Units of the other owners for a period ending on the sixtieth (60th) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable. Such option shall be upon the following terms:

1. Exercise of Option. The option shall be exercised by delivery or sending by registered mail to each of the record owners of the Units to be purchased the following instruments:
 - (i) A certificate signed by the president or vice president and secretary of the Association certifying that the option to purchase Units owned by the persons not approving termination has been exercised as to all of such Units. Said certificate shall state the names of the Unit Owners exercising the option, the Units owned by each and the Units being purchased by each purchaser.
 - (ii) An agreement to purchase on the terms herein stated, signed by the purchaser whereby the purchaser agrees to purchase the Unit of the Owner receiving notice.
2. Price. The purchase price for each Unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of such agreement, then the fair market value shall be determined by two real estate appraisers selected by the seller and purchaser who shall base their determination upon an average of their appraisals of the Unit.
3. Payment. The purchase price shall be paid in cash on terms agreed to by purchaser and seller.
4. Closing. The sale shall be closed within thirty (30) days following the termination of sale price.

5. Termination. The closing of purchase of all the Units subject to such options shall effect a termination of the Condominium without further act, except the filing of the Association certificate hereafter required.
- 19.3 Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate in recordable form signed by the president or vice president and the secretary of the Association setting forth the facts effecting the termination, and the termination shall become effective when recorded in the Public Records of the County.
- 19.4 Shares of Owners After Termination. After termination of the Condominium, Unit Owner shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided share of the Unit Owners. Such undivided shares of the unit Owner shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to termination.
- 19.5 Amendment. This Article 18 cannot be amended without consent of all Unit Owners and all record owners of mortgages of Units.
20. Eminent Domain. If all or any part of the Common Elements shall be taken, injured, or destroyed by eminent domain, each unit owner shall be entitled to notice of such taking and to participate through the Association in all condemnation and other proceedings. Any damages shall be for the taking, injury, or destruction as a whole and shall be collected by the Association and distributed by it among unit owners in proportion to their respective undivided interests in the Common Elements or Limited Common Elements so taken, injured, or destroyed, except that such funds as are deemed by the Association necessary or appropriate to be applied to the repair or restoration of property so injured or destroyed may be so applied.
21. Miscellaneous Provisions.
- 21.1 Severability. The invalidity in whole or in part of any covenant, restriction, section, subsection or sentence of

this Declaration and Articles of Incorporation, By-Laws, and Rules and Regulations of the Association shall not affect the validity of the remaining portions thereof.

21.2 Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation, By-Laws and Rules and Regulations adopted pursuant thereto and any amendment thereto. Failure of a Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Act.

1. Negligence. A Unit Owner shall be liable for costs and expenses of any maintenance, repair or replacement rendered necessary by said owner's act, neglect or carelessness, or by that of any member of said owner's family, guests, employees, agents or lessees, but only to the extent that such costs and expenses are not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay to the Association the amount of any increase in its insurance premiums occasioned by said Owner's use, misuse, occupancy or abandonment of a Unit, its appurtenances, or of the Common Elements.

2. Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, Articles of Incorporation, By-Laws or the Rules and Regulations adopted pursuant thereto, 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.

3. Waiver. No provision contained in this Declaration will be deemed waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

22. Rights of Developer. In addition to the rights which Developer has by common law and pursuant to the Act, the Developer shall have the following rights:

22.1 Developer Control. Except as hereafter provided, the Developer shall have the right to appoint all of the

members of the Board of Directors of the Association until Unit Owners other than Developer own 15% or more of the Units that will ultimately be operated by the Association. When Unit Owners other than the Developer own 15% or more of the Units that will ultimately be operated by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than 1/3 of the members of the Board of Directors. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors: (a) three years after 50% of the Units that will ultimately be operated by the Association have been conveyed to purchasers; (b) three months after 90% of the Units that will ultimately be operated by the Association have been conveyed to purchasers; (c) when all of the Units that will ultimately be operated by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by Developer in the ordinary course of business; (d) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by developer in the ordinary course of business; or (e) seven years after the date the Declaration created the Condominium is recorded, whichever occurs first. Developer is entitled (but not obligated) to elect at least one member of the Board of Directors as long as the developer holds for sale in the ordinary course of business at least five (5) percent of the Units that will ultimately be operated by the Association. After the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer owned Units in the same manner as any other Unit Owner except for purposes of re-acquiring control of the Association or selecting the majority members of the Board.

22-2 Easements. Until such time as Developer has completed all of the contemplated improvements and sold all of the Units that will ultimately be contained with the condominium Property, easements, including but not limited to ingress and egress, are hereby reserved and shall exist through and over the Condominium Property as may be required, convenient, or desired by the Developer for the completion of the contemplated improvements and the marketing and sale of said Units. Neither the Unit Owners or the Association, nor their use of the Condominium Property shall interfere in any way with such

completion and sale.

22.3 Sale of Units. The Developer shall have the right to transact any business necessary to consummate the sale of Units, including but not limited to, the right to install and maintain a sales office and advertising on the Condominium Property, use the Common Elements, and, notwithstanding anything to the contrary, contained herein, the Developer may maintain and use sales offices, promotion and development offices, models and Units retained by the Developer or owned by the Developer, or the use of which has been reserved to the Developer in this Declaration or by contract or otherwise, lawfully enforceable as a contract obligation by the Developer against the Association or any of the Unit Owners other than the Developer, so long as such use shall also conform with the applicable laws, zoning, rules and ordinances at the appropriate governmental jurisdictions.

22.4 No Board Action Without Developers Consent. During the period that Developer holds and Units for sale in the ordinary course of business none of the following actions may be taken by the Association, either through an act of its Board of Directors or as membership, without the Developer's approval in writing:

1. Assessment of the developer as Unit Owner for Capital Improvements;
2. Any action by the Association that would be detrimental to the sale of Units by the Developer; however, an increase in assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units for the purpose of this paragraph.

22.5 Developer's Rights With Respect to Common Elements. The Developer reserves every right necessary or desirable relative to the Common Elements and the Condominium Property in general for the following purposes:

- (a) Furnishing the Condominium Property;
- (b) The sale or mortgage of Condominium Units; and
- (c) Assignments of parking spaces and ground floor

parking spaces to Unit Owners during the period of time that the Developer holds any Unit for sale in the ordinary course of business.

22.6 Sale Subject to A Lease. The developer does not propose a program of leasing Units but does reserve the right to lease any individual Unit at its discretion prior to the sale of the Unit; provided that any lease shall have a term not to exceed twelve (12) months and shall terminate prior to conveyance of title by the Developer to the purchaser of the leased Unit, unless the Developer and such purchaser shall otherwise agree, in writing to convey subject to any such lease. Any such lease by the Developer will be subject to the provisions of Section 16 of this Declaration.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 16th day of March, 2005.

Signed, sealed and delivered in the presence of:

DEL MAR DEVELOPMENT, L.L.C.

Barbara Olszewska
Witness Barbara Olszewska

[Signature]
By: STEVE SZASZ, President

[Signature]
Witness Gregory A. Fox

By: [Signature]
ROBERT SZASZ, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 16th day of March, 2005 by STEVE SZASZ, as President and ROBERT SZASZ, as Secretary of DEL MAR DEVELOPMENT, L.L.C., who are personally known to me.

[Signature]
NOTARY PUBLIC



**ARTICLES OF INCORPORATION
FOR
VILLA DEL MAR OF CLEARWATER
CONDOMINIUM ASSOCIATION, INC.**

FILED

2005 MAR 15 A 11:41

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

We, the undersigned natural persons competent to contract, acting as incorporators of a corporation not for profit under Chapter 617 of the Florida Statutes, adopt the following articles of incorporation:

Article I. Name

The name of this corporation is **VILLA DEL MAR OF CLEARWATER CONDOMINIUM ASSOCIATION, INC.**

Article II. Purpose

The purposes and objects of the corporation are such as are authorized under Chapter 617 of the Florida Statutes and include providing for the maintenance, preservation, administration and management of VILLA DEL MAR OF CLEARWATER, a condominium, under the Florida Condominium Act pursuant to a Declaration of Condominium to be recorded in the office of the Clerk of the Circuit Court of the County of Pinellas, State of Florida,

The corporation is organized and operated solely for administrative and managerial purposes. It is not intended that the corporation show any net earnings, but no part of any net earnings that do occur shall inure to the benefit of any private member. If, in any taxable year, the net income of the corporation from all sources other than casualty insurance proceeds and other non-recurring items exceeds the sum of (1) total common expenses for which payment has been made or liability incurred within the taxable year, and (2) reasonable reserves for common expenses and other liabilities in the next succeeding taxable year, such excess shall be held by the corporation and used to reduce the amount of assessments that would otherwise be required in the following year. For such purposes, each unit owner will be credited with the portion of any excess that is proportionate to his or her interest in the common elements of the condominium.

Article III. Members

Each condominium unit shall have appurtenant to it a membership in the corporation, which membership shall be held by the person or entity, or in common by the persons or entities.

owning such unit, except that no person or entity holding title to a unit as security for performance of an obligation shall acquire the membership appurtenant to the unit by virtue of the title ownership. In no event may any membership be severed from the unit to which it is appurtenant. Each membership in the corporation shall entitle the holder or holders of it to exercise that proportion of the total voting power of the corporation corresponding to the proportionate undivided interest in the common elements appurtenant to the unit to which the membership corresponds, as established in the declaration.

Article IV. Initial Registered Office and Agent

The street address of the principal office of the corporation is 1860 North Fort Harrison Avenue, Clearwater, FL 33755.

The name and initial registered agent of the corporation is GREGORY A. FOX, Esquire, 28050 U.S. 19 North, Suite 100, Clearwater, FL 33761.

Article V. Incorporators

The names and residences of the incorporators are as follows:

Steve Szasz	Robert Szasz
1860 North Fort Harrison Ave.	1860 North Fort Harrison Ave.
Clearwater, FL 33755	Clearwater, FL 33755

Article VI. Board of Directors

The number of persons constituting the first board of directors is three (3). The names and addresses of the directors who are to serve until the first annual meeting of the members or until their successors are elected and qualified are:

Robert Szasz	Steve Szasz
1860 North Fort Harrison Ave.	1860 North Fort Harrison Ave.
Clearwater, FL 33755	Clearwater, FL 33755

Laszlo Adler
1860 North Fort Harrison Ave.
Clearwater, FL 33755

At the first annual meeting, the members shall elect from among the members of the corporation one (1) Director for a term of one year; one (1) director for a term of two years, and one (1)

director for a term of three years; at each annual meeting after that the members shall elect from among the membership one director for a term of three years each.

Article VII. Officers

The affairs of the corporation are to be managed by a President, Vice-President, Secretary and Treasurer, who will be accountable to the board of administration. Officers will be elected annually in the manner set forth in the By-Laws.

The names of the officers who are to serve until the first election of officers are as follows:

President	Steve Szasz
Vice-President,	
Secretary, Treasurer	Robert Szasz

Article VIII. By-Laws

By-Laws regulating operation of the corporation are annexed to the Declaration. The By-Laws may be amended by the first board of directors until the first annual meeting of members. Thereafter, the By-Laws shall be amended by the members in the manner set forth in the By-Laws.

Article IX. Powers of the Corporation

To promote the health, safety, and welfare of the residents of Villa Del Mar, a condominium, the corporation may:

- (1) Exercise all of the powers and perform all of the duties of the association as set forth in the declaration of condominium and in the bylaws, attached hereto, as those documents may from time to time be amended.
- (2) Determine, levy, collect, and enforce payment by any lawful means of all assessments for common charges, and pay such common charges as the same become due.
- (3) Engage the services of a professional corporate management agent and delegate to the agent any of the powers or duties granted to the association of unit owners under the declaration or bylaws other than the power to engage or discharge the agent; the power to adopt, amend and repeal

the provisions of it, or of the declaration, bylaws, or rules and regulations of the condominium.

(4) Take and hold by lease, gift, purchase, devise or bequest any property, real or personal, including any unit in the condominium, borrow money and mortgage any property to finance the acquisition of it on the vote of 66-2/3 percent of members, and transfer, lease, and convey any such property.

(5) Dedicate or otherwise transfer all or any portion of the common areas to any municipality, public agency, authority or utility on the approval of 66-2/3 percent of the members.

(6) Have and exercise any and all rights, privileges and powers which may be held or exercised by corporations not for profit generally under Chapter 617 of the Florida Statutes, or by associations of unit owners under the Condominium Act.

Article X. Dissolution

This corporation may be dissolved at any time with the written consent of all the members to it. On dissolution, the assets of the corporation shall be dedicated to an appropriate municipality, public agency or authority to be used for purposes similar to those for which the corporation is organized. In the event such dedication is not accepted, such assets shall be conveyed or assigned to any nonprofit corporation, association, or other organization devoted to purposes similar to those for which this corporation is organized.

Article XI. Indemnification

1. The Association shall indemnify any person who was or is a party of or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director, employee, officer or agent of the Association, against expenses, including attorney's fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be not in or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically

determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he or she reasonably believed to be not in or opposed to the best interest of the Association.

2. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to hereinabove, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

3. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such actions, suit or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer employee or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article XI.

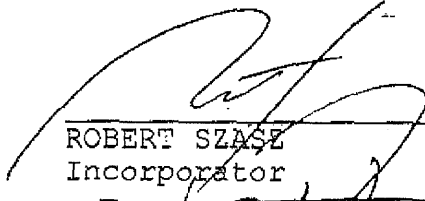
4. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

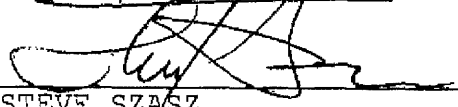
5. The Association shall have the power to purchase and maintain insurance of behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

6. Anything to the contrary herein notwithstanding, the provisions of this Article XI may not be amended without the prior written consent of all persons whose interest would be adversely

affected by such amendment.

In witness, we, the undersigned, being the incorporators of this corporation, have, for the purpose of forming this nonprofit corporation under the laws of the State of Florida, executed these articles of incorporation on 5th day of June, 2003.


ROBERT SZASZ
Incorporator


STEVE SZASZ
Incorporator

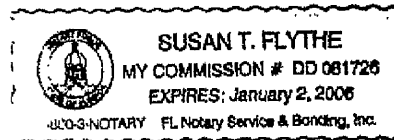
STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, personally appeared STEVE SZASZ and ROBERT SZASZ who have produced a Florida Driver's Licenses as identification or are personally known to be the individual described in and who executed the foregoing Articles of Incorporation, and acknowledged before me that he executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the County and State named above this 5th day of June, 2003.


Notary Public

My Commission Expires:



REGISTERED AND RESIDENT AGENT CERTIFICATE

OF

VILLA DEL MAR OF CLEARWATER CONDOMINIUM ASSOCIATION

FILED

2005 MAR 15 A 11:41

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In pursuance of Chapter 607.0501 and 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

That the above-named Corporation desiring to organize under the Laws of the State of Florida with its principal office as indicated in the Articles of Incorporation and shown below has named the undersigned as its agent to accept service of process within this state at the address set forth below.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above stated Corporation, at place designated in this Certificate, I hereby accept to act in the capacity, and agree to comply with the provision of said act relative to keeping open said office.

Gregory A. Fox
GREGORY A. FOX
Registered and Resident Agent

Date: 3/14/05

Registered and Resident Agent's Information:

Street Address	28050 U.S. 19 North, Suite 100
County	Pinellas
City/State	Clearwater, Florida 33761
Mailing Address:	28050 U.S. 19 North, Suite 100 Clearwater, Florida 33761

BYLAWS

OF

**VILLA DEL MAR OF CLEARWATER, A CONDOMINIUM
PURSUANT TO THE FLORIDA CONDOMINIUM ACT**

Article One. Plan of Unit Ownership

1.1 Unit ownership. The condominium, located at 1860 North Fort Harrison Avenue, in the City of Clearwater, County of Pinellas, State of Florida, and known as Villa Del Mar of Clearwater, was submitted to the provisions of Chapter 718 of the Condominium Act, by declaration recorded simultaneously herewith in the office of the County recording officer of the County of Pinellas, State of Florida.

1.2 Applicability to property. The provisions of these bylaws are applicable to the condominium, which term includes the land, the buildings and all other improvements on it, all easements, rights, and appurtenances belonging to it, and all other property, personal or mixed, intended for use in connection with it.

1.3 Applicability to persons. All present and future owners, lessees, and mortgagees, their employees, and any other person who may use the facilities of the condominium in any manner will be subject to these bylaws, relevant unit deeds, and rules and regulations pertaining to the use and operation of the condominium property attached as Exhibit "1" and incorporated by reference.

Acquisition, rental, or occupancy of any unit in the condominium will be sufficient to signify acceptance and ratification of the provisions of the above instruments, and an agreement to comply with them.

1.4 Office. The office of the condominium and of the Board of Administration shall be located at 162 Brent Circle in the City of Oldsmar, County of Pinellas, State of Florida.

Article Two. Board of Administration

2.1 The association and Board of Administration. The affairs

of the condominium shall be administered and managed by an association of unit owners organized as a Florida corporation not for profit, having the name Villa Del Mar of Clearwater Homeowners' Association, Inc. and hereinafter called the "association." All power and authority of the association shall be exercised through its board of directors, to be known as the "board of administration," consisting of three (3) members.

2.2 Composition of board of administration. Members of the board of administration shall be designated by Del Mar Development, L.L.C., hereinafter called "developer," or elected by unit owners as follows:

(a) Until fifty (15%) percent of the units that will eventually be operated by the association are owned by unit owners other than developer, and, after that, until successors shall have been elected by unit owners, the board of administration shall consist of the officers and directors of developer as developer shall from time to time designate.

(b) Then, in an election by unit owners as provided by law and in these bylaws, unit owners other than developer shall elect one (1) member of the board, and an equal number of the members previously designated by developer shall resign.

(c) The unit owners' representation on the board specified above shall continue until an election, as provided by law and in these bylaws, after the earliest of (1) the date three (3) years after sales by developer of fifty percent (50%) of the units in the condominium have closed; or (2) the date three (3) months after sales by developer of ninety percent (90%) of the units in the condominium have closed, (3) the date when all the units have been completed, some of them have been sold, and no unsold units are being offered for sale by developer in the ordinary course of business, (4) when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by Developer in the ordinary course of business, (5) seven (7) years after the date the Declaration created, the Condominium is recorded, whichever occurs first. At such election, and in all subsequent elections, the unit owners other than developer shall elect the greater of (1) a majority of the members of the board, or (2) that number of members corresponding to the aggregate voting power of unit owners other than developer.

(d) Developer shall be entitled to elect at least one (1) member of the board for so long as developer holds for sale in

the ordinary course of business at least five (5) percent of the units that will ultimately be operated by the Association.

Persons elected to the board of administration by unit owners other than developer shall be owners, co-owners, spouses of owners, or mortgagees of units, or, in the case of corporate owners or mortgagees of units, officers, directors, shareholders, or employees of the corporations.

2.3 Powers and duties. The board of administration will have the powers and duties necessary for the administration of the affairs of the condominium, and may do all acts and things as are not by law, by the declaration, or by these bylaws directed to be exercised and done by the owners. The powers and duties to be exercised by the board of administration include, but are not be limited to, the following:

(a) Care, upkeep, maintenance, and operation of the common elements.

(b) Determination, assessment, and collection of funds to defray common expenses of the condominium.

(c) Entering into contracts deemed necessary or appropriate in furtherance of the interests of unit owners generally.

(d) Maintenance of detailed, written, and accurate records of receipts and disbursements arising from the operation of the property, which records, together with vouchers accrediting entries made therein, will be made available for examination by unit owners at convenient hours on working days.

(e) Authorization and prosecution of suits to foreclose liens for nonpayment of common charges, or to recover money judgments for unpaid common charges, on behalf of the association.

(f) Authorization and prosecution of actions or proceedings on behalf of two or more unit owners concerning a matter related to the common elements of two or more units.

(g) Employment and dismissal of personnel necessary or appropriate for the maintenance and operation of the property, the common elements, and the restricted common elements.

(h) Adoption and amendment of rules and regulations, not inconsistent with these bylaws, covering the details of operation and use of the property.

(i) Establishment of bank accounts in the name of the condominium, and authorization of signatories therefor.

(j) Purchasing, leasing, or otherwise acquiring, in the name of the board of administration, or its designee, corporate or otherwise, on behalf of the unit owners, units offered for sale, lease, or surrender by their owners to the board of administration.

(k) Purchasing units at foreclosure or other judicial or trustee's sale in the name of the board of administration or its designee, corporate or otherwise, on behalf of all unit owners.

(l) Selling, leasing, encumbering, or otherwise dealing with units acquired by, and subleasing units leased by the board of administration or its designee, corporate or otherwise, on behalf of the council of owners.

(m) Organizing corporations to act as designees of the board of administration in acquiring title to or leasing units on behalf of all unit owners.

(n) Procuring of insurance for the condominium property, including the units, as set forth here.

(o) Contracting for repairs of and additions and improvements to the property, and for repairs to and restoration of the property in accordance with the provisions of these bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(p) Employment of a managing agent and/or manager at reasonable compensation to perform duties authorized by the board of administration. However, the board will not delegate to any managing agent or manager any of the powers set forth in subsections (b), (e), (f), (h), (i), (k), (l), and (m) of this section.

(q) Obtain a Certificate of Compliance from a licensed electrical contractor or electrician to be accepted by the Association Board as evidence of compliance with the

condominium units to the applicable fire and life safety code.

2.4 Election and terms of office. At the first annual meeting of unit owners, the term of office of the board of administration will be fixed as follows: The terms of office of one (1) member will be set at three years; the term of office of one (1) member will be set at two years; and the term of office of one (1) member will be set at one year. At the expiration of the initial term of office of each board member, his or her successor will be elected to serve for a term of three years. Board members will hold office until their successors have been elected and hold their first meeting.

2.5 Vacancies. Vacancies in the board of administration caused by any reason other than the removal of a board member by a vote of the unit owners will be filled by vote of the majority of the remaining board members, even though they may constitute less than a quorum. Each person so elected will hold office until a successor is elected at the next annual meeting of unit owners.

2.6 Removal of board members. Any member of the Board of Administration may be recalled or removed from office with or without cause by a vote or agreement in writing by a majority of all the voting interest. A special meeting of the Unit Owners to recall a member or members of the Board of Administration, may be called by ten (10%) percent of the voting interest giving notice of the meeting as required by for a meeting of Unit Owners and the notice shall state the purpose of the meeting. If the recall is approved by a majority of all voting interest by a vote at the meeting, the recall will be effective in accordance with the provisions of F.S. 718.2122(j)(2003). Any board member elected to replace the recalled member shall serve for the unexpired term of the member's predecessor in office.

2.7 Organizational meeting. The first meeting of the board of administration will be held within ten (10) days after the first annual meeting of the unit owners at which board members are elected and at a place as may be fixed by the board. No notice will be necessary to the newly elected board of administration in order legally to constitute the meeting, provided a majority of the board is present.

2.8 Regular meetings. Regular meetings of the board of administration may be held at such times and places as are determined by the board. However, at least four (4) meetings will be held during each calendar year. Notice of each regular

meeting of the board will be given to each board member personally, or by mail, telephone or telegraph, at least three (3) days prior to the date set for the meeting. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

2.9 Special meetings. Special meetings of the board of administration may be called by the president, and will be called by the president or secretary on the written request of at least two (2) board members, on three days' notice to each board member, given personally, or by mail, telephone or telegraph. Any notice will state the time, place, and purpose of the meeting.

2.10 Meetings open to unit owners. All meetings of the board of administration shall be open to all unit owners. Notice of each meeting will be posted at a location within the condominium property at least 48 hours before the meeting, except in the case of emergency meetings.

2.11 Waiver of notice. Any board member may at any time waive notice of any meeting of the board of administration in writing, and any written waiver will be deemed equivalent to the giving of the notice required in this agreement. Attendance by any board member of any meeting of the board will constitute a waiver by that member of notice of the time and place thereof. If all board members are present at any meeting of the board, no notice will be required, and any business may be transacted at any such meeting.

2.12 Quorum; adjournments. At all meetings of the board of administration, a majority of the board will constitute a quorum for the transaction of business, and the acts of a majority of members present at a meeting at which a quorum is present will constitute the acts of the board of administration. If at any meeting of the board of administration less than a quorum is present, a majority of those present may adjourn the meeting. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

2.13 Minutes. Minutes shall be taken at all meetings of the board of administration. Copies of the minutes shall be available for inspection at the office of the association by unit owners and board members at all reasonable times.

2.14 Fidelity bonds. The board of administration shall require that all officers and employees of the condominium handling or responsible for condominium funds furnish adequate fidelity bonds. The premiums on such bonds will constitute a common expense.

2.15 Compensation. No member of the board of administration will receive compensation from the condominium for acting as such. Nothing contained in this agreement will be construed to preclude any board member from serving the unit owners or the board of administration in any other capacity and receiving compensation for those services.

2.16 Liability of board of administration. Members of the board of administration will not be liable to unit owners for mistakes in judgment, for negligence, or otherwise, except for their own willful misconduct or bad faith. Nor will members of the board of administration be personally liable with respect to any contract made by them on behalf of the unit owners, and the owners will indemnify the board of administration and each member of it against all contractual liability to third parties arising out of contracts made by the board of administration on behalf of the condominium. However, such indemnification will not extend to any contract made in bad faith or contrary to the provisions of the declaration, or of these bylaws. The liability of each unit owner arising out of any contract made by the board of administration or out of the indemnification of the members of the board of administration will be the proportion of the total liability that the unit owner's interest in the common elements bears to the interests of all unit owners in the common elements. Every agreement made by the board of administration or by any managing agent or manager employed by the board of administration on behalf of the unit owners will provide that the members of the board of administration, or the managing agent or manager, as the case may be, are acting only as agents for the unit owners, and will have no personal liability under the agreement except as unit owners. Agreements will further provide that each unit owner's liability under the agreement is limited to the proportion of the total liability under it that his or her interest in the common elements bears to the interests of all unit owners in the common elements.

Article Three. Unit Owners

3.1 Membership. Each unit owner will, automatically on becoming an owner, become a member of the association, sometimes

called the unit owners, and will remain a member until such time as his or her ownership ceases, at which time his or her membership in the association will likewise cease.

3.2 Annual meetings. Within ninety (90) days after units representing fifty (15%) percent or more in common interest have been sold by developer and paid for, developer will notify all unit owners of it, and the first annual meeting of the unit owners will be called by the president to be held within thirty (30) days after that. At the meeting, one director appointed by the developer will resign, and all unit owners, including developer, will elect a new board member to replace the one resigning. After that, annual meetings of the unit owners will be held on the first Monday in March of each succeeding year. At such meetings there will be elected by ballot of the owners a board of administration in accordance with the requirements of Section Four of Article Two of these bylaws. The owners may also transact any other business of the condominium as may properly come before the meeting.

3.3 Special meetings. The president may, and will if directed by resolution of the board of administration or by petition signed and presented to the secretary by unit owners owning a total of at least fifty (50%) percent of the common interest, call a special meeting of the unit owners. The notice of any special meeting will state the time and place of the meeting, and the intended purpose. No business will be transacted at a special meeting except as stated in the notice unless by consent of fifty (50%) percent of the common interest of owners present, either in person or by proxy.

3.4 Place of meetings. Meetings of unit owners will be held at the principal office of the condominium, or at any other suitable place convenient to the owners as may be designated by the board of administration.

3.5 Notice of meetings. It will be the duty of the secretary to mail a notice of each annual or special meeting, stating its purpose, time, and place, to each unit owner, at the address last furnished the association, at least fourteen (14) days prior to the meeting. The mailing of a notice in the manner provided in this section will be considered notice served. Notice of the annual meeting shall be posted at the lobbies of the condominium property at least fourteen (14) days prior to the annual meeting.

3.6 Quorum; majority of unit owners defined. At all

meetings of the council, a majority of unit owners will constitute a quorum for the transaction of business, and the acts of those unit owners entitled to exercise fifty-one percent or more of the total voting power of those unit owners present at a meeting at which a quorum is present will bind all unit owners for all purposes except those for which the approval of a higher percentage is required by these bylaws, by the declaration, or by law. If, at any meeting of unit owners, there is less than a quorum present, a majority of those owners entitled to exercise fifty-one percent of the total voting power of those unit owners present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. At any such subsequent meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice. As used in these bylaws, the term "majority of unit owners" will mean those owners holding fifty-one percent in the aggregate in both common interest and in the number of units.

3.7 Order of business. The order of business at all meetings of the unit owners will be as follows:

- (a) Collection of Election Ballots not yet cast.
- (b) Roll call.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading of minutes of preceding meeting.
- (e) Reports of officers.
- (f) Report of board of administration.
- (g) Reports of committees.
- (h) Election of inspectors of election (when appropriate).
- (i) Election of members of board of administration (when required).
- (j) Election of election ballots not yet cast.
- (k) Unfinished business.
- (l) New business.

3.8 Voting. The owner or owners of each unit, or some person appointed by the owner or owners to act as proxy on his or her or their behalf, will be entitled to cast the vote appurtenant to each such unit at all meetings of the unit owners. The appointment of any proxy will be made in a writing filed with the secretary, and will be revocable at any time by notice in writing to the secretary. Voting will be on a percentage basis. The percentage of the vote to which an owner is entitled will be the percentage or the sum of the percentages assigned to the unit or units owned by him or her as set forth

in the declaration.

3.9 Minutes. Minutes shall be taken at all meetings of unit owners. Copies of the minutes shall be available for inspection at the office of the association by unit owners and members of the board of administration at all reasonable times.

3.10 Title to units. Title to units may be acquired and held in the name of an individual, in the name of two or more persons as joint tenants, tenants-in-common, or any other joint estate recognized under Florida law, or in the name of a corporation, a partnership, or a fiduciary.

Article Four. Officers

4.1 Designation. The principal officers of the association will be a president, a vice president, a secretary, and a treasurer, all of whom will be elected by the board of administration. The board may also appoint one or more assistant vice presidents, an assistant treasurer, an assistant secretary, and any other officers as in its judgment may be necessary.

4.2 Election of officers. The officers of the association will be elected annually by the board of administration at the organizational meeting of each new board, and will hold office at the pleasure of the board.

4.3 Removal of officers. On the affirmative vote of a majority of the members of the board of administration, any officer may be removed, with or without cause, and his or her successor may be elected at any regular meeting of the board of administration, or at any special meeting of the board called for that purpose.

4.4 President. The president will be the chief executive officer of the association. He or she will preside at all meetings of the board of administration and of unit owners. He or she will have all general powers and duties that are incident to the office of president of a not for profit corporation organized in Florida, including, but not limited to the power to appoint committees from among the owners as he or she may deem appropriate to assist in the conduct of the affairs of the association.

4.5 Vice president. The vice president shall take the place of the president and perform his or her duties whenever

the president is absent or unable to act. If neither the president nor the vice president is able to act, the board of administration will appoint some other member of the board to do so on an interim basis. The vice president will also perform any other duties as may from time to time be imposed on him or her by the board of administration.

4.6 Secretary. The secretary shall keep the minutes of all meetings of the board of administration and of the unit owners; he or she will have charge of the books and papers as the board of administration may determine; and he or she will, in general, perform all duties incident to the office of secretary of a corporation not for profit organized under the laws of the State of Florida.

4.7 Treasurer. The treasurer shall have responsibility for the funds and securities of the condominium, for keeping full and accurate accounts showing all receipts and disbursements, and for the preparation of all necessary financial statements. He or she shall be responsible for the deposit of all moneys and other valuable effects in the name of the board of administration or managing agent, in the depositories as may from time to time be designated by the board of administration, and will, in general, perform all duties incident to the office of treasurer of a corporation not for profit organized under the laws of the State of Florida.

4.8 Compensation. There will be no compensation for the officers.

Article Five. Operation of Property

5.1 Determination of common charges. The board of administration will from time to time, and at least annually, prepare a budget for the condominium. This budget will include projections of common expenses, common revenues (from sources other than assessments of unit owners), the amount of common charges required to meet the excess of the former over the latter, and an allocation and assessment of the common charges against unit owners as provided in the declaration.

As used in these bylaws, the term "common expenses" or "common charges" shall mean expenses or charges for the association and condominium for which unit owners are proportionately liable, and shall include, but shall not be limited to the following:

- (a) All expenses of administration of the association.
- (b) Management fees.
- (c) All expenses for maintenance, repair, and replacement of the common elements.
- (d) Rent for recreational and other commonly used facilities.
- (e) Taxes on association property.
- (f) Taxes on leased areas.
- (g) Insurance premiums on all policies of insurance obtained by the board of administration, managing agent, or manager.
- (h) Security expenses.
- (i) Working capital reserve.
- (j) General operating reserve.
- (k) Repair and replacement reserve.
- (l) Reserve for deficits accrued in prior years.
- (m) Reserve for acquisition or lease of units, the owners of which have elected to sell or lease the same, or that may become available at a trustee's sale or at foreclosure or other judicial sale.
- (n) Utility expenses for water and gas, and related sewer rents.
- (o) Utility expenses for electricity serving the common elements, other than leased portions of it which will be separately metered.
- (p) All other amounts that the owners may agree upon or that the board of administration may deem necessary or appropriate for the operation, administration, and maintenance of the condominium.
- (q) All other amounts designated common expenses by the declaration, by these bylaws, or by law.

The board of administration will furnish copies of the budget on which the allocations and assessments of common charges are based to all unit owners and mortgagees and trust deed beneficiaries.

5.2 Collection of assessments. The board of administration will assess common charges against the unit owners from time to time, and at least annually, and will advise each unit owner in writing of the amount of common charges payable by him or her. If any common charge remains unpaid for more than Fifteen (15) days from the date due, the board of administration will take prompt action to collect the same.

5.3 Common surplus. If in any taxable year, the net income of the unit owners from assessments and all other sources except

casualty insurance proceeds and other non-recurring items exceeds the sum of (a) total common expenses for which payment has been made or liability incurred within the taxable year, and (b) reasonable reserves for common expenses in the next succeeding taxable year as may be determined by the board of administration, the excess will be returned forthwith to unit owners, the share of each being in proportion to the amount of assessments for common expenses paid by him or her within the taxable year.

5.4 Liability for assessments. All unit owners are obligated to pay the common charges assessed by the board of administration at such times as the board may determine. No unit owner may exempt himself or herself from liability for any assessment for common charges by waiver of the use or enjoyment of any of the common elements or by abandonment of his or her unit. However, no unit owner will be liable for any assessment for common charges against his or her unit subsequent to a sale, transfer, or other conveyance by him or her of the unit made in accordance with the provisions relating to the sale or transfer of said unit. Additionally, any purchaser or mortgagee or trust deed beneficiary will be entitled to a statement from the board of administration setting forth the amount of unpaid common charges due the association from any seller, and will be entitled to rely on the statement. The purchaser, mortgagee, or beneficiary will not be liable, nor will the subject unit be subject to a lien, for any unpaid common charges in excess of the amount set forth in the statement. A mortgagee, trust deed beneficiary, or other purchaser of an unit at a trustee's sale, or at a foreclosure or other judicial sale, will not be liable for nonpayment of any common charges assessed prior to the date of the sale, and the unit will not be subject to a lien for nonpayment of the charges.

5.5 Default in payment of common charges. In the event an unit owner fails for fifteen (15) days following the due date, to pay to the board of administration the common charges assessed against his or her unit, the unit owner will be deemed in default, and will be obligated to pay interest at the legal rate on the common charges from the due date thereof, together with all expenses, including reasonable attorneys' fees, incurred by the board of administration in any proceeding brought to collect the same, or to foreclose the lien for nonpayment thereof. The Board of Administration may also impose a late charge for said nonpayment.

5.6 Foreclosure of liens for unpaid common charges. It

will be the right and duty of the board of administration to attempt to recover unpaid common charges, together with interest, and expenses of the proceeding, including reasonable attorneys' fees, by an action brought against any unit owner in default on his or her obligation to pay the same, or by foreclosure of the lien on any unit in respect to which the default has occurred. Any such lien may be foreclosed in the same manner as a mortgage on real property. In any foreclosure the unit owner will be required to pay reasonable rental for the unit for the period beginning on the date notice of default is first served and ending on the date of sale; and the board of administration, as plaintiff in the foreclosure, will be entitled to the appointment of a receiver to collect the same. The board of administration, acting on behalf of all unit owners as the unit owners, will have power to bid on and purchase any such unit, and to acquire, hold, lease, encumber, convey, or otherwise deal with it. Suit to recover a money judgment for unpaid common charges will be maintainable without foreclosing or waiving the lien securing the same, and foreclosure will be maintainable notwithstanding the pendency of a suit to recover a money judgment.

5.7 Maintenance and repair.

(a) Each owner will promptly perform all maintenance and repair work within his or her own unit, which if omitted would affect any common element; any portion of the property belonging to other owners, or the condominium as a whole, being expressly responsible for all damages and liabilities that any failure to repair or maintain may cause.

(b) All maintenance, repairs, and replacements to the common elements, whether located inside or outside individual units, will be the responsibility of the board of administration and will be charged to all unit owners as common expenses unless the maintenance, repairs, or replacements are necessitated by the negligence or misconduct of individual unit owners, in which case the expenses will be the responsibility of and will be charged to the individual unit owners.

(c) Each unit owner will be responsible for and reimburse the association for any expenditures incurred in repairing or replacing any common element damaged through his or her fault.

5.8 Uses of units.

(a) Units will be occupied and used by their respective owners only as private dwellings for the owner, his or her family, tenants, and social guests, and for no other purpose whatsoever.

(b) No portion of an unit other than the entire unit may be rented, and no unit may be rented for hotel or transient purposes.

(c) Residents will exercise extreme care about making noises or playing music which may disturb other residents. Residents keeping domestic animals must abide by municipal sanitary regulations.

(d) Hanging, cleaning, or beating garments, rugs, etc., from or on the windows, terraces, or facades of the building is prohibited.

(e) Throwing garbage or trash outside disposal installations provided for such purposes is prohibited.

(f) No owner, resident, or lessee will install wiring for any electrical or telephone installation, television antenna, air-conditioning unit, or machine of any kind, on the exterior of the project which protrudes through the walls or the roof of the project except as authorized by the board of administration.

(g) Owners will not take or cause to be taken within their units any action that would jeopardize the soundness or safety of any part of the condominium property or impair any easement or right appurtenant to it or affect the common elements without the unanimous consent of all unit owners who might be affected.

(h) Owners will not permit anything to be done or kept in their units that would increase the rate of fire insurance on it or, on the condominium as a whole.

(i) No immoral, improper, offensive, or unlawful uses will be made of condominium property or any part of it, and each unit owner, at his or her own expense, will comply with, perform, and fully satisfy all city, state, and federal laws, statutes, ordinances, regulations, orders, or requirements affecting his or her unit.

5.9 Modifications by unit owners. No unit owner will make

any structural addition or alteration in or to his or her unit without the prior written consent of the board of administration. On request by any unit owner for approval of a proposed addition or alteration, the board of administration will answer the same within thirty (30) days after receipt of it, and failure to do so within the stipulated time will constitute a consent. Any application to any governmental authority for a permit to make any addition or alteration in or to any unit will be executed by the board of administration only. However, neither the board nor any member of the board will be liable to any contractor, subcontractor, or workers, or to any person claiming injury to person or property as a result of the addition or alteration or the construction of it. The provisions of this section will not apply to units owned by developer until the units have been initially sold by developer and paid for.

5.10 Right of entry. Each unit owner will grant to the manager, managing agent, or other person or persons authorized by the board of administration, a right of entry to correct any condition threatening his or her unit or originating in his or her unit and threatening another unit or a common element; to install, alter, or repair mechanical or electrical services or other common elements located in his or her unit or elsewhere; and to correct any condition which violates the provisions of any mortgage secured by, or deed of trust covering, any other unit. Requests for entry will be made in advance and will be scheduled for times convenient to the owner except that in case of emergencies, right of entry will be immediate, and will exist whether the unit owner is present at the time or not.

5.11 Use of common elements.

(a) Unit owners will not place or cause to be placed in the lobbies, vestibules, stairways, elevators and other condominium areas and facilities of a similar nature comprising either general or limited common elements, any furniture, packages or objects of any kind. The areas (other than lobbies) will be used for no other purpose than for normal transit through them.

(b) The condominium will have three (3) elevators, devoted to the transportation of the owners and their guests.

5.12 Modifications by board of administration. Any additions or alterations in or to the common elements costing Ten Thousand (\$10,000.00) Dollars or less may be made by the

board of administration without approval of the unit owners or of unit mortgagees or trust deed beneficiaries, and the costs of it will be treated as common expenses. After approval has been obtained, the board of administration will proceed with the additions or alterations, and the costs will be treated as common expenses.

5.13 Repair or reconstruction. In the event of any damage to or destruction of any improvements on the condominium property or any part thereof, including any unit therein, but excluding furniture, fixtures, decorations, equipment or personal property installed or placed therein by unit owners] or to any common element or elements or any part of them, the improvements or common elements will be promptly repaired and restored by the board of administration using the proceeds of any insurance procured and maintained as provided in this agreement. If the proceeds are inadequate to cover the cost of repair and restoration, unit owners directly affected by the damage or destruction will be assessed on an equitable basis according to the benefit to be derived by them from the repair and restoration. If any one or more of those comprising a minority of unit owners refuses to pay the assessments, on proper resolution setting forth the circumstances of the case, the majority may proceed with the repair or restoration at the expense of the unit owners to be benefitted by the repairs and restoration. However, if 50% percent or more of the building is destroyed or substantially damaged, as shall be determined by the unit owners, unless otherwise unanimously agreed on by the unit owners; the board of administration will proceed to realize on the salvage value of the portion of the condominium property damaged or destroyed, by sale or otherwise, and will collect the proceeds of any insurance. After that the net proceeds of the sale or other disposition of the property, together with the proceeds of any insurance, after making provision for the removal of all debris and the restoration of the land to level grade, if appropriate, will be considered as one fund, and will be divided among unit owners directly affected by the damage or destruction or their mortgagees or trust deed beneficiaries, as their interests may appear, in accordance with the percentages of their common interest as set forth in the declaration.

5.14 Fire and extended coverage insurance. The board of administration, or the managing agent or manager, as the case may be, will obtain and continue in effect insurance against loss by fire and other casualties normally covered under broad-form fire and extended coverage insurance as written in Florida, covering all general and limited common elements, all

structural portions of the condominium property, and all units, but not including furniture, fixtures, decorations, equipment, or personal property installed or placed therein by unit owners, in an amount not less than One Hundred (100%) percent of the assessed value thereof. The premiums for such insurance will be a common expense to be paid by monthly assessments levied by the board of administration.

5.15 Liability insurance. The board of administration, or the managing agent or manager, as the case may be, will obtain and continue in effect insurance against liability for personal injury and death and for damage to property arising from accidents occurring within the general and limited common elements in such amounts, as will be determined by the board of administration. The premiums for the insurance will be a common expense to be paid by monthly assessments levied by the board of administration.

5.16 Beneficiaries of insurance. All policies of insurance herein required to be obtained will be written in the name of the Association, as trustee for all unit owners and mortgagees. Even though not named in such policies, however, each unit owner and his or her mortgagee or mortgagees will be a beneficiary in the percentage assigned to his or her respective unit in the declaration.

5.17 Right of owners to insure units. Any insurance procured or maintained by the board of administration, or managing agent or manager, as the case may be, will be without prejudice to the right of each unit owner to procure and maintain the unit insurance as he or she sees fit.

5.18 Rules and regulations. Rules and regulations concerning the use of the common elements and of individual units may be promulgated and amended from time to time by the board of administration with the approval of a majority of unit owners. Copies of all rules and regulations will be furnished by the board of administration to each unit owner prior to their effective date. Notwithstanding the above, the Developer may promulgate rules and regulations without the consent of the Unit Owners until such time as control of the Association is transferred to the Unit Owners.

5.19 Abatement of violations. Violation of any provision of the declaration, of these bylaws, or of any rule or regulation adopted pursuant to it, will give the board of administration, acting on behalf of all unit owners, the right, in addition to

any other rights set forth here:

(a) To enter any unit during reasonable hours in or as to which the violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any thing or condition constituting the violation or breach; and the board of administration will not be deemed guilty of trespass in so doing; or

(b) To enjoin, abate, or remedy the continuance of the violation or breach by appropriate legal proceedings, or to bring an action for recovery of damages.

5.20 Arbitration. In the event of internal disputes arising from the operation of the condominium among unit owners, associations, agents and assigns, there shall be voluntary binding arbitration conducted by the Division of Florida Land Sales and Condominiums of the Department of Business Regulation. The decision of the arbitrator shall be final.

5.21 Certificate of Compliance. The Board of Directors shall receive a certificate of compliance from a licensed electrical contractor or electrician to evidence a compliance of the Condominium Units to the applicable fire and safety codes

Article Six. Mortgages

6.1 Notice of encumbrance. An owner who mortgages his or her unit will, within fifteen (15) days after such mortgage has been executed, notify the manager, managing agent, or secretary of the association of the name and address of his or her mortgagee, and the secretary will maintain such information in a book entitled "Mortgagees of Units."

6.2 Payment of assessments. No unit owner will be permitted to convey, mortgage, deed in trust, pledge, sell, or lease his or her unit unless and until he or she has paid in full to the board of administration all unpaid charges assessed against his or her unit, and until he or she has satisfied all unpaid liens against his or her unit other than mortgage liens.

6.3 Notice of unpaid assessments. The secretary of the association will, at the request of a mortgagee of a unit, report any unpaid assessments due from the owner of such unit.

6.4 Notice of default. On giving notice to a unit owner of

a default, whether in payment of common charges or otherwise, the board of administration will send a copy of the notice to each holder of a mortgage secured by the unit, or trust deed beneficiary of the unit, whose name and address appears in the book entitled "Mortgagees of Units."

6.5 Inspection of books. Unit owners and mortgagees covering units will be permitted to inspect the books of account of the condominium at reasonable times during business hours.

Article Seven. Sales and Leases of Units

7.1 Board Approval. There shall be no sale, lease or transfer of interest, legal or beneficial, nor transfer of possession of a Unit without the prior written approval of the Board of Directors of the Association. In the event a corporation, partnership, trust, or other legal entity owns a Unit, the transfer of all or substantially all of the beneficial ownership of such entitle shall be considered a transfer of interest in the Unit. In the event of leasing of Units, the Board shall have the right to require that a substantially uniform form of lease be used. No portion of a Unit (other than an entire Unit) may be rented. All leases shall provide (or be automatically deemed to provide, absent an express statement) that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation, By-Laws, and Rules and Regulations of the Association. No lease shall be valid or approved for a term of less than three (3) months, and only two leases shall be approved in any twelve month period. Regardless of whether or not expressed in the applicable lease, the Unit owner shall be jointly and severally liable to the Association for the acts and omissions of his or her tenant(s) which constitute a violation of, or non compliance with, the provisions of this Declaration, the Articles, By-Laws and of any or all rules and regulations of the Association. The provisions of this Section 16.1 shall not apply to the sale of Units by the Developer. The provisions of this Article 7.1 shall not apply to a transfer or purchase by Institutional First Mortgagees which acquire title as a result of their mortgage lien on the Unit, regardless of whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall this Article 7.1 require approval of a purchaser who acquires title to a Unit at a duly advertised public sale, with open bidding provided by law, including but not limited to an execution sale, a foreclosure sale, a judicial or a tax sale. No fee shall be charged by the Association in connection with the transfer or

approval which is in excess of the expenditures reasonably required for such transfer, nor shall the expense exceed the fee permitted under the Act, from time to time, which at the time of execution of this Declaration is \$100.00 per applicant other than husband/wife or parent/dependent child, which are considered one applicant. However, if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no charge shall be made. Any Unit Owner desiring to sell, lease or deliver possession of a Unit shall submit to the Board an application for approval, which application shall be in writing and in a form approved by the Association, and shall provide the name, address and telephone number of the desired purchaser or tenant, the names of all intended occupants of the Unit, together with such other information as the Board may reasonably require. The Board must either approve or disapprove the request within seven (7) days after its receipt of the request or such supplemental information as it may reasonably require. If a sale is approved, a recordable Certificate of Approval shall be executed by the Association to be recorded at the expense of the purchaser. If a lease is approved, a written notice of approval will be provided by the Association. The Board's failure to give the Unit Owner the Certificate of Approval or written notice of approval within the seven (7) day period shall be deemed to be the Board's consent to the same.

7.2 No Severance of Ownership. No part of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements.

7.3 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer his Unit by gift, to devise his Unit by will, or to have Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section Seven.

7.4 Ground Floor Parking Spaces. No ground floor parking space shall be assigned or transferred by the Owner of the Unit to which it is appurtenant to any other person or entity.

Article Eight. Eminent Domain

8.1 Condemnation of common elements. If all or any part of

the general or limited common elements is taken, injured, or destroyed by eminent domain, each unit owner will be entitled to participate, through the association, in the proceedings incident to it. However, any damages shall be for the taking, injury, or destruction as a whole, and will be collected by the board of administration. If those unit owners entitled to exercise fifty (50%) percent or more of the total voting power of the association duly and promptly approve the repair and restoration of the general or limited common elements, the board of administration will contract for repair and restoration, and will disburse the proceeds of the award in appropriate progress payments to contractors engaged in repair and restoration. If the proceeds of the award are insufficient to defray the entire expense of repair and restoration, the excess of the expense over the proceeds will be treated as a common expense or limited common expense. In the event that those unit owners entitled to exercise fifty (50%) percent or more of the total voting power of the council do not duly and promptly approve the repair and restoration of the common elements, the net proceeds will be divided by the board of administration among all unit owners in proportion to their respective general or limited common interests, as the case may be, paying out of the share of each unit owner the amount of any unpaid liens on his or her unit, in the order of priority of the liens.

8.2 Condemnation of units. If all or any part of any unit or units, other than the undivided interest or interests in the general and limited common elements appurtenant to it, is taken, injured, or destroyed by eminent domain, each unit owner so affected will be entitled to participate directly in the proceedings incident to it. Any damages will be payable directly to the unit owner or owners.

Article Nine. Records

9.1 Records; Certification by Certified Public Accountants. The manager, managing agent, and board of administration will keep detailed records of all actions of the manager, managing agent, and board of administration, as well as minutes of the meetings of the board of administration, minutes of the meetings of the unit owners, and financial records and books of account for the condominium, including a chronological record of all receipts and disbursements. A separate account will also be kept for each unit containing, among other things, the amount of each assessment against the unit, the date when due, amounts paid on it, and the balance remaining due. The

board of administration will also prepare a quarterly written report summarizing receipts and disbursements of the condominium, copies of which will be made available to all unit owners. Additionally, an annual report of receipts and disbursements of the condominium, certified by an independent certified public accountant, will be rendered by the board of administration to all unit owners, mortgagees, and trust deed beneficiaries requesting it, promptly after the end of each fiscal year.

Article Ten. Miscellaneous

10.1 Notices. All notices required or permitted to be sent to the board of administration will be sent by registered or certified mail in care of the manager or managing agent, or if there is no manager or managing agent, to the office of the board of administration at 162 Brent Circle, in the City of Oldsmar, County of Pinellas, State of Florida, or to any other address as the board may, from time to time designate. All notices required or permitted to be sent to any unit owner will be sent by registered or certified mail to the condominium or to any other address as the owner may have designated in writing to the board of administration. All notices to unit mortgagees or trust deed beneficiaries will be sent by registered or certified mail to their respective addresses, as maintained by the secretary in the book entitled "Mortgagees of Units." All notices will be deemed to have been given when mailed, except notices of change of address which will be deemed to have been given when received.

10.2 Waiver. No restriction, condition, obligation, or provision contained in these bylaws will be deemed to have been abrogated or waived by reason of any failure to enforce it, irrespective of the number of violations and failures to enforce that may occur.

10.3 Invalidity. If any provision or provisions of these bylaws is or are declared invalid, the invalidity will in no way impair or affect the validity, enforceability, or effect of the remaining provisions of these bylaws.

10.4 Captions. Captions are inserted in these bylaws for convenience and reference only, and will not be taken in any way to limit or describe the scope of these bylaws or any provision thereof.

Article Eleven. Amendments

11.1 Amendments. These bylaws may be amended or supplemented by the vote of those unit owners entitled to exercise fifty (50%) percent or more of the total voting power of the unit owners at a meeting of unit owners duly called and held for this purpose. Any amendment or supplement shall be filed for record in the office in which these bylaws are recorded. No amendment of these By-Laws, without the consent of the Developer, shall occur as long as the developer holds one unit for sale in the ordinary course of business.

Article Twelve. Conflicts

12.1 Conflicts. These bylaws are intended to comply with the requirements of, and are written according to the provisions of Chapter 718 of the Florida Statutes. If these bylaws or any provisions hereof are so construed as to be in conflict with the provisions of such statutes or of the declaration to which they are attached, the provisions of the statutes or of the declaration, as the case may be, will control.

Prepared by and return to:
Steven H. Mezer, Esq.
Bush Ross, P.A.
P. O. Box 3913
Tampa, FL 33601

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM FOR
VILLA DEL MAR OF CLEARWATER, A CONDOMINIUM**

WHEREAS, the use and enjoyment of Villa Del Mar of Clearwater Condominium Association is regulated by that certain Declaration of Condominium for Villa Del Mar of Clearwater, A Condominium as recorded in Official Records Book 14181, Page 1422, of the Public Records of Pinellas County, Florida; and

WHEREAS, Declaration of Condominium for Villa Del Mar of Clearwater, A Condominium may be amended by a majority of the votes of the entire membership of the Association; and

THEREFORE, we, Rhonda Shirley, as President and Pat Geller, as Secretary of Villa Del Mar of Clearwater Condominium Association do hereby certify that at a special meeting of the membership, which was held on May 11, 2010 and in accordance with the governing documents of the Villa Del Mar of Clearwater Condominium Association, the following amendment to Article 15, Section 15.6 was duly adopted and approved:

Animals. No animals, reptiles, insects, or birds of any kind shall be raised, bred, or kept in any condominium, or in any portion of the property excepts Pets kept in cages or aquariums or no more than a total of two (2) usual and ordinary household pets, such as a dog, cat, bird, etc. may be kept provided that they are not kept, bred, or maintained for any commercial purposes, and they are kept under reasonable control at all times.

Notwithstanding the foregoing, no pets may be kept on the property which are obnoxious or annoying to other unit owners. No pets shall be allowed in the common area except as may be permitted by the rules of the board of administration. No dog shall enter the common area except while on a leash which is held by a person capable of controlling it. All waste must be picked up by the pet owner.

After making a reasonable attempt to notify the owner, the association or any owner may cause any unleashed dog found within the common area to be removed by the association to a pound or animal shelter under the jurisdiction of

the County of Pinellas, State of Florida by calling upon the appropriate authorities, where the owner may, on payment of all expenses, repossess the dog. Owners shall prevent their pets from soiling any portion of the common area and shall promptly clean up any mess left by their pets. Owner shall be fully responsible for any damage caused by their pets.

The Pet weight limit is restricted to a maximum of 25 pounds per animal.

CODING: New language is marked with a double underline, and deleted language is marked with a ~~strike-through line~~.

Signed, sealed and delivered in the presence of:

VILLA DEL MAR OF CLEARWATER CONDOMINIUM ASSOCIATION

Pat Geller
Print name: Pat Geller

By: Rhonda Shirley
Rhonda Shirley, President

Rene K. Weidman
Print name: Rene K. Weidman

Signed, sealed and delivered in the presence of:

ATTEST:

Rene K. Weidman
Print name: Rene K. Weidman

By: Pat Geller
Pat Geller, Secretary

Sharyn J. Bicknell
Print name: SHARYN J BICKNELL

STATE OF FLORIDA
COUNTY OF PINNELLAS

The foregoing instruments was acknowledged before me this 24 day of May 2010 by Rhonda Shirley and Pat Geller, as President and Secretary, respectively, of Villa Del Mar of Clearwater Condominium Association, 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 for Villa Del Mar of Clearwater, A 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.

Sharyn J. Bicknell
Notary Public/State of Florida at Large

Print Name: SHARYN J BICKNELL

My Commission Expires: 4-19-13



PREPARED BY & RETURN TO:
GREGORY A. FOX
FOX & FOX, P.A.
28050 U. S. 19N, SUITE 100
CLEARWATER, FLORIDA 34621

FIRST AMENDMENT OF DECLARATION OF CONDOMINIUM
FOR VILLA DEL MAR OF CLEARWATER, A CONDOMINIUM
A SUBDIVISION OF PINELLAS COUNTY, FLORIDA

WHEREAS, DEL MAR DEVELOPMENT, LLC. a Florida Limited Liability Company, hereinafter referred to as the Declarant or Developer, and

WHEREAS, the Declarant is the Developer of the Condominium known as VILLA DEL MAR OF CLEARWATER, a Condominium pursuant to the Plat recorded on March 16, 2005 in the records and maps of Pinellas County, Florida in Plat Book 136 pages 61-64, and

WHEREAS, the original Declaration of Condominium for Villa Del Mar of Clearwater was recorded in Official Records Book 14181, Page 1422-1517 of the Public Records of Pinellas County, Florida, and

WHEREAS, pursuant to the terms of the Declaration, the Developer has the right to construct boat slips to the property adjacent to the condominium.

WHEREAS, the developer wishes to amend the Declaration to identify the location of the additional boat slips.

NOW THEREFORE in consideration of the above mutual covenants and other valuable consideration the Declaration is hereby amended as follows:

Article 16- BOAT SLIPS

1. BOAT SLIPS 16.1- Four additional boat slips are hereby added to the plan identified as Exhibit "2". Said slips may be assigned to the exclusive use of such unit owner designated by the developer. Said right to exclusive use is assignable by the assignee.

All terms and conditions of this amendment to the Declaration of Condominium for VILLA DEL MAR OF CLEARWATER not in conflict with the original Declaration shall remain in full force and effect.

EXECUTED at Clearwater, Pinellas County, Florida on the 23rd day of December, 2005

DEL MAR DEVELOPMENT, LLC.
A Florida Limited Liability Co.

Witnesses:

Paula Katehis
Paula Katehis

By: [Signature]
STEVE SZASZ, PRESIDENT

Karen Anderson
Karen Anderson
STATE OF FLORIDA
COUNTY OF PINELLAS

Attest: [Signature]
Robert SZASZ, SECRETARY

23rd The foregoing instrument was acknowledged before me this day of December, 2005 by STEVE SZASZ, President of DEL MAR DEVELOPMENT, LLC. and ROBERT SZASZ, SECRETARY, personally known to me who did not take an oath.

Karen Anderson
Notary Public State of Florida

My commission expires:

 Karen Anderson
Commission # DD286317
Expires February 13, 2008
Bonded Troy Felt - Insurance, Inc. 800-385-7018

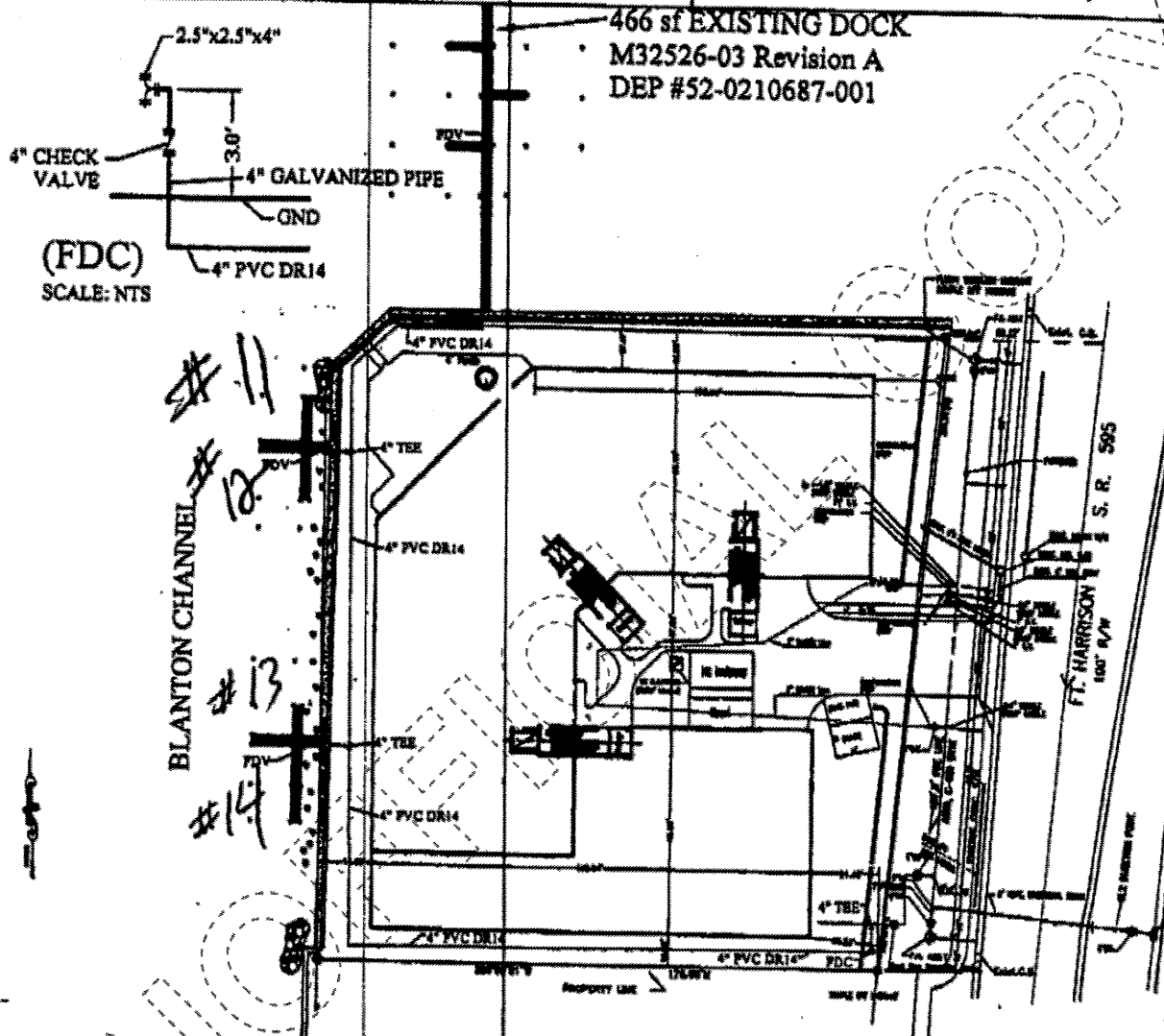
10/03/2005 02:37 7274670732000

MJB DEVELOPMENT LLC

PAGE 01

SCALE: 1"=50' MULTI-USE DOCK

Application # _____
(OFFICIAL USE ONLY)



WOODS CONSULTING, INC.

1714 CR1, SUITE 22
DUNEDIN, FLORIDA 34698
PH. (727) 786-8747 FAX (727) 786-7479

VILLA DEL MAR
STANDPIPE SYSTEM

ELEVATIONS REFERENCE NGVD 1929

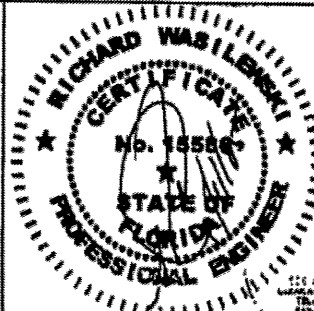
WATERWAY WIDTH	±88.0'
WATERFRONT WIDTH	388'
MHW	+1.3'
MLW	-0.6'
SHEET 11	

Ved, 11 May 2005 - 100pm P:\Villa Del Mar - Additional Docks (176-05)\CAD\MASTER.dwg

Municipality

Engineer's Seal

REVISION 2: 5-9-05
REVISION 1: 3-30-05



110 CHANDLER ROAD
LARGO, FLORIDA 34684
TEL: (727) 380-4341
FAX: (727) 380-8740

PREPARED BY AND RETURN TO:
JOSEPH R. CIANFRONE, P.A.
1964 Bayshore Blvd., Suite A
Dunedin, FL 34698

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2011222198 08/23/2011 at 08:58 AM
OFF REC BK: 17335 PG: 1643-1645
DocType:RST RECORDING: \$27.00

**CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
FOR
VILLA DEL MAR OF CLEARWATER,
A CONDOMINIUM**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the unit owners on January 13, 2011, by the approval of a majority of the votes of the entire membership of the Association, the Declaration of Condominium for Villa Del Mar of Clearwater, A Condominium, as originally recorded in O.R. Book 14181, Page 1422, et seq., of the Public Records of Pinellas County, Florida, is hereby amended as follows:

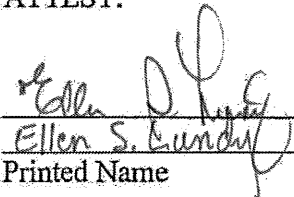
The Declaration of Condominium for Villa Del Mar of Clearwater, A Condominium, is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to the Declaration of Condominium for Villa Del Mar of Clearwater, A Condominium."

IN WITNESS WHEREOF, VILLA DEL MAR OF CLEARWATER CONDOMINIUM ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 17 day of August, 2011.

VILLA DEL MAR OF CLEARWATER
CONDOMINIUM ASSOCIATION, INC.


(Corporate Seal)

ATTEST:



Ellen S. Cundy, Secretary
Printed Name

By:

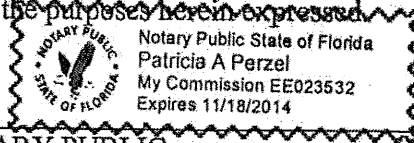


ROBERT D. VEJDIRK, President
Printed Name

**CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN
CONDOMINIUM PLAT BOOK 136, PAGES 61-64.**

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 17 day of August, 2011, personally appeared before me
ROBERT VEURINK, as President, and ELLEN LUNDY, as Secretary of
VILLA DEL MAR OF CLEARWATER CONDOMINIUM ASSOCIATION, INC., and
acknowledged the execution of this instrument for the purposes herein expressed.



Patricia A. Perzel

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES:

**SCHEDULE OF AMENDMENTS
TO
DECLARATION OF CONDOMINIUM
FOR
VILLAS DEL MAR OF CLEARWATER,
A CONDOMINIUM**

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

Article 9, Additions, Alterations or Improvements by Unit Owner, section 9.1, Consent of the Board of Directors, shall be amended by adding an entirely new free standing paragraph to read as follows:

[THE PRESENT TEXT OF SECTION 9.1 REMAINS UNCHANGED.]

When installing any floor covering, other than padded carpeting, Unit Owners shall have the duty of placing underneath such covering, between any such covering and the floor of the Unit, generally accepted and approved material for diminution of noise and sound, so that the floors shall be adequately soundproofed according to general architectural and engineering standards presently observed in the community. Such soundproofing shall consist of no less than 3/8 of an inch cork or as otherwise specified by the Board of Directors from time to time. The sound insulation shall be installed prior to the installation of any hard floor covering such as, but not limited to ceramic tile, or hard wood flooring. During the course of installation, the Unit Owner shall afford the Association, or its agents, opportunity to inspect the installation of the sound insulation to verify same. In the event the Association is not afforded the opportunity to inspect and verify the installation of the sound insulation material prior to the installation of any hard floor covering, the Unit Owner shall be required to remove the hard floor covering and either reinstall carpeting or install sound proofing prior to the re-installation of the hard floor covering.