

Declaration of Condominium for North Bay Village Condominium Association, Inc.

**Declaration of Condominium
First and Second Amendments
to Declaration of Condominium**

813723 PG 135

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SUR. TAX	/
REC. STAMP	/
REC. FEE	25.00
TOT. DUE	25.00
ACC. NUM.	
REC. COPY	4

SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF NORTH BAY VILLAGE CONDOMINIUM

WHEREAS, the Declaration of Condominium of North Bay Village Condominium, together with the Exhibits attached thereto, was recorded in Official Records Book 3595, commencing at Page 385, of the Public Records of Hillsborough County, Florida; and

WHEREAS, the First Amendment to the Declaration of Condominium of North Bay Village Condominium was recorded in Official Records Book 3638, commencing at Page 1433, of the Public Records of Hillsborough County, Florida; and

WHEREAS, Article XV of the aforescribed Declaration of Condominium provides that the Developer shall have the right to subdivide the bulkhead (seawall) into sections, which sections shall be known as docking spaces, with each section being assigned an identifying letter; and

WHEREAS, North Bay Realty Company One and North Bay Realty Company Two, both Illinois partnerships, are the Developers of North Bay Village Condominium and are desirous of amending the Declaration of Condominium of North Bay Village Condominium, and the Survey Exhibit thereto, i.e., Exhibit No. 1, as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the Developers' rights as provided under Article XV of the Declaration of Condominium of North Bay Village Condominium, the Developers hereby amend the Declaration of Condominium and Exhibits thereto and covenant and agree as follows:

1. The foregoing recitations are true and correct.

THIS INSTRUMENT WAS FILED BY:
JOEL D. KOPELMAN, Attorney at Law
Abrams, Anton, Robbins, Hesnick
Schneider & Mager, P. A.
P. O. Box 650
Hollywood, Florida 33020

JAMES F. TAYLOR, JR.
CHIEF OF RECORDS
HILLSBOROUGH COUNTY
TAMPA, FLORIDA

RETURN TO:
CHICAGO TITLE INSURANCE CO.
P. O. BOX 18662
TAMPA, FLORIDA 33679

REC-3723 15 136

2. The aforadacribed Declaration of Condominium of North Bay Village Condominium only requires the execution of an amendment to the Declaration by the Developers pursuant to Article XV of the Declaration of Condominium whereby the bulkhead (seawall) is subdivided into sections to be known as "docking spaces."

3. Sheet 1 of 7 of Exhibit No. 1 to the Declaration of Condominium of North Bay Village Condominium, which Sheet is recorded in Official Records Book 3595, at Page 435, of the Public Records of Hillsborough County, Florida, and recorded in Condominium Plat Book 2, at Page 48-1, of the Public Records of Hillsborough County, Florida, and recorded in Condominium Plat Book 2, at Page 67, of the Public Records of Hillsborough County, Florida is hereby amended by Exhibit A attached hereto and made a part hereof, which Exhibit A is for the purpose of delineating "docking spaces" pursuant to Article XV of Declaration of Condominium.

4. Sheet 2 of 7 of Exhibit No. 1 to the Declaration of Condominium of North Bay Village Condominium, which Sheet is recorded in Official Records Book 3595, at Page 436, of the Public Records of Hillsborough County, Florida, and recorded in Condominium Plat Book 2, at Page 48-2, of the Public Records of Hillsborough County, Florida, is hereby amended by Exhibit A attached hereto and made a part hereof, which Exhibit A is for the purpose of delineating "docking spaces" pursuant to Article XV of the Declaration of Condominium.

5. In all other respects, the aforescribed Declaration of Condominium, together with Exhibits attached thereto, shall remain in their original form as recorded and in full force and effect, except as amended by the First Amendment to the Declaration of Condominium and this Second

OFF. 3723 PG 137

Amendment to the Declaration of Condominium of North Bay Village Condominium.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed by their proper officers and their corporate seals affixed, this 22 day of October, 1980.

Signed, Sealed and Delivered in the Presence of: NORTH BAY REALTY COMPANY ONE, a Illinois limited partnership

By: PARKER TAMPA ONE, INC., a Florida corporation, General Partner

[Handwritten signature]

By: [Handwritten signature] (SEAL) LARRY MEINSTEIN, President

NORTH BAY REALTY COMPANY TWO, a Illinois limited partnership

By: PARKER TAMPA ONE, INC., a Florida corporation, General Partner

[Handwritten signature]

By: [Handwritten signature] (SEAL) LARRY MEINSTEIN, President

STATE OF FLORIDA) COUNTY OF BROWARD) SS:

BEFORE ME, the undersigned authority, personally appeared LARRY MEINSTEIN, to me well known to be the person described in and who executed the foregoing instrument as President of PARKER TAMPA ONE, INC., a Florida corporation, as General Partner of NORTH BAY REALTY COMPANY ONE, a Illinois limited partnership and as General Partner of NORTH BAY REALTY COMPANY TWO, a Illinois limited partnership, and he acknowledged before me that he executed such instrument as such officer of said corporation, and that the seal affixed thereto is the corporate seal of said corporation, and was affixed to said instrument by the due and regular corporate authority, and that said instrument is the free act and deed of said corporation for the purposes therein expressed.

WITNESS my hand and official seal, at the State and County aforesaid, this 22 day of October, 1980.

[Handwritten signature] (SEAL) Notary Public State of Florida at Large

My Commission Expires: [blank] by Commission Expires Aug 16, 1982

Vertical handwritten notes on the left margin, including the number '174' and other illegible markings.

NORTH BAY VILLAGE
CONDOMINIUM

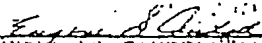
OFF. REC. 3723 PG 138

SURVEYOR'S CERTIFICATE

The undersigned, a land surveyor duly authorized to practice under the laws of the State of Florida, hereby certifies that the construction of the improvements is substantially complete so that the material i.e., survey exhibit no. 1, sheets 1 thru 7 inclusive, all of which are exhibits annexed to and made a part of the Declaration of Condominium of North Bay Village Condominium, a Condominium, as amended by sheets 2 thru 3 inclusive attached hereto, together with the provisions of the Declaration describing the condominium property as it relates to matters of survey is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

Certified to North Bay Realty Company Inc., North Bay Realty Company Two and Parker Tampa One, Inc., subject to qualifications noted hereon, dated this 27th day of October, 1980, Clearwater, Pinellas, Florida.

CANDELL-GAYLOR, INC.

By: 
EUGENE S. CANDELL
Florida Registered
Surveyor No. 2111

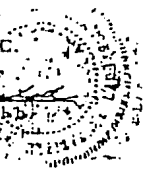


EXHIBIT A

SHEET 1 OF 3

PREPARED FOR:

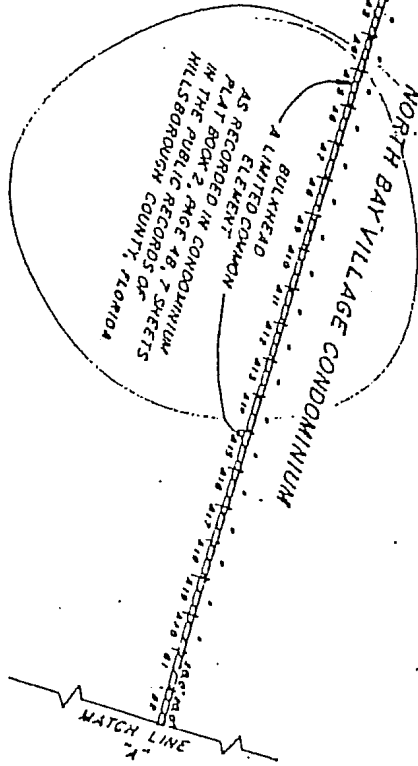
REC. 3723 PG 139

FILE NO. 785-A

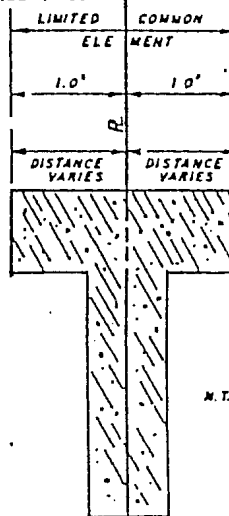
DESCRIPTION

SECTION 33B34
TWP. 28-SRGE. 17-E

WESTERLY PROPERTY CORNER
AS RECORDED IN
CONDOMINIUM PLAT BOOK 2,
PAGE 48, 7 SHEETS IN THE
PUBLIC RECORDS OF
HILLSBOROUGH COUNTY,
FLORIDA.



SCALE 1" = 60'



TYPICAL SEAWALL CROSS SECTION

Signature of S. Caudell
S. Caudell
Florida Registered Land
Surveyor 12311

CAUDELL - BAYLOR INC.
SURVEYORS AND ENGINEERS
2575 HARN BOULEVARD
CLEARWATER FLORIDA

000011571100

PREPARED FOR:

PL. 3723 PG 140

FILE NO. 785-A

DESCRIPTION:

SECTION 33 & 34
TWP. 28 S. RGE. 17-E

AS RECORDED IN CONDOMINIUM
PLAT BOOK 2, PAGE 48, 7 SHEETS
IN THE PUBLIC RECORDS OF HILLSBOROUGH
COUNTY, FLORIDA.

A LIMITED COMMON
BULKHEAD
ELEMENT

NORTH BAY VILLAGE CONDOMINIUM

SCALE 1" = 60'

Eugene S. Caudell
Eugene S. Caudell
Florida Registered Land
Surveyor 12311

CAUDELL - GAYLOR INC.
SURVEYORS AND ENGINEERS
2575 HARM BOULEVARD
CLEARWATER FLORIDA

SHEET 3 OF 6

7 11111111 477 11111111

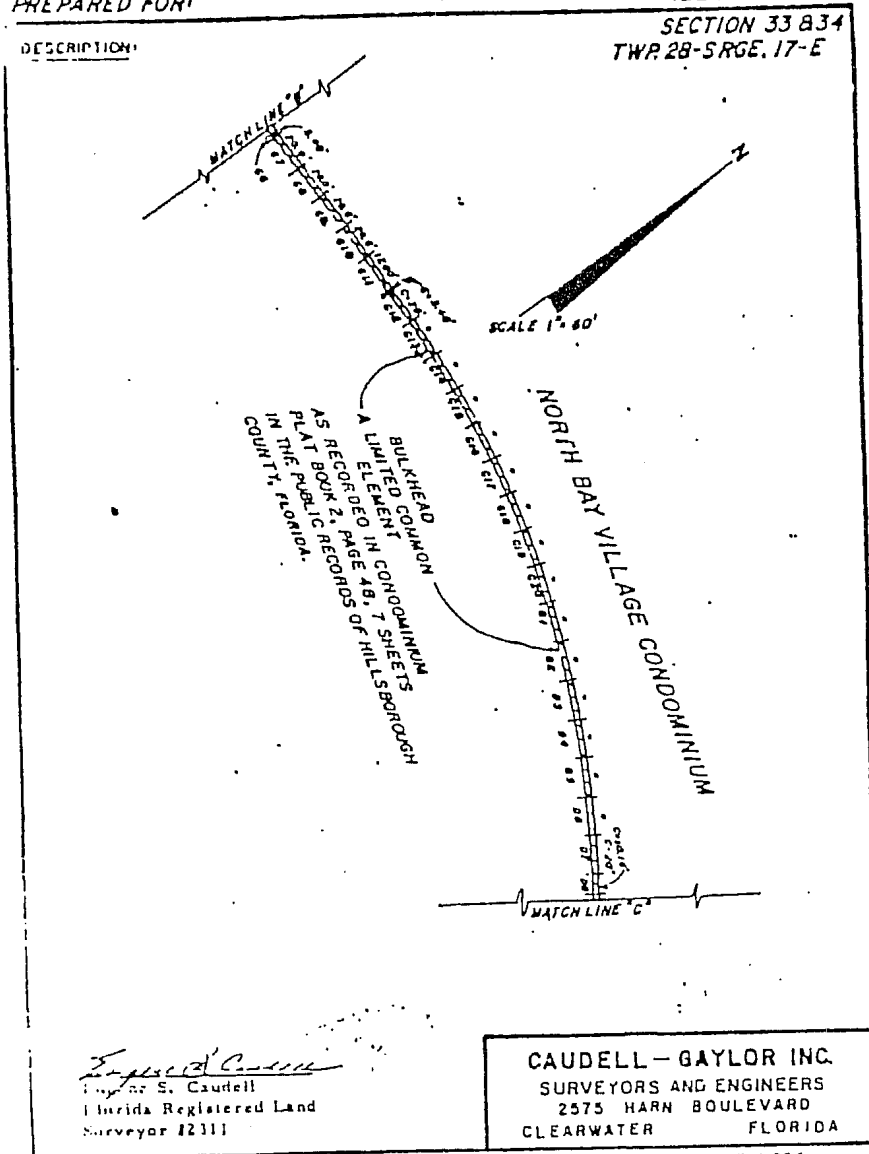
PREPARED FOR:

PLAT 3723 NO 141

FILE NO. 785-A

DESCRIPTION:

SECTION 33 B34
TWP 28-SRGE. 17-E



S. Caudell
 S. Caudell
 Florida Registered Land
 Surveyor 12311

CAUDELL - GAYLOR INC.
 SURVEYORS AND ENGINEERS
 2575 HARN BOULEVARD
 CLEARWATER FLORIDA

HL 0638 1433

RECORDED
MARCH 17 1980
12.00

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF
NORTH BAY VILLAGE CONDOMINIUM

WHEREAS, the Declaration of Condominium of NORTH BAY VILLAGE CONDOMINIUM was recorded in Official Records Book 3595 commencing at Page 385 of the Public Records of Hillsborough County, Florida; and,

WHEREAS, Sheet 1 of 7 of the Condominium Plat and Survey of NORTH BAY VILLAGE CONDOMINIUM contained an error in the legal description set forth thereon, and which Sheet is recorded in Condominium Plat Book 2 at Page 48 and also recorded in Official Records Book 3595 at Page 435, all of the Public Records of Hillsborough County, Florida; and,

WHEREAS, NORTH BAY REALTY COMPANY ONE, an Illinois Limited Partnership and NORTH BAY REALTY COMPANY TWO, an Illinois Limited Partnership, as the Developers under the aforescribed Declaration of Condominium, and PARKER TAMPA ONE, INC., a Florida Corporation, as the Management Firm under the Management Agreement which is Exhibit No. 4 to the aforescribed Declaration of Condominium, and NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, as the Condominium Association responsible for the operation of the aforescribed Condominium, are desirous of amending said Declaration of Condominium pursuant to Article VII thereof;

SALES TAX	/
BURNTAX	/
DOC. STAMP	/
REC. FEE	10.00
TOT. DUE	10.00
ACC. NUM.	/
REC. CL.	/

NOW, THEREFORE, in consideration of the premises and of One Dollar and other good and valuable considerations each to the other in hand paid, the receipt whereof is hereby acknowledged, all of the parties specified in the preceding paragraph covenant and agree as follows:

1. The foregoing recitations are true and correct.
2. That Sheet 1 of 7 of Exhibit No. 1 to the Declaration of Condominium of North Bay Village Condominium Survey, which sheet is recorded in Official Records Book 3595 at Page 435, of the Public Records of Hillsborough County, Florida, is hereby deleted and substituted in its place is North Bay Village Condominium Replat, which is recorded in Condominium Plat Book 2 at Page 67 of the Public Records of Hillsborough County, Florida.
3. That in all other respects, the aforescribed Declaration of Condominium, together with Exhibits attached thereto, shall remain in its original form, as recorded, and in full force and effect, except as amended by this Amendment to Declaration of Condominium.

NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not for profit, by its execution of this Amendment instrument through its President and Secretary, hereby certifies that said instrument was duly adopted pursuant to the Declaration of Condominium of NORTH BAY VILLAGE CONDOMINIUM and the By-Laws of NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC., and said President and Secretary were authorized and directed to execute this Amendment to Declaration of Condominium.

IN WITNESS WHEREOF, the entity and Corporations specified below have caused these presents to be signed by their proper Officers, and their Corporate Seals to be affixed, this 17th day of MARCH, 1980.

THIS INSTRUMENT WAS PREPARED BY:
JOEL D. KOPPELMAN, Attorney at Law
Abrams, Anon, Robbins, Resnick
Schneider & Mager, P. A.
P. O. Box 850
Hollywood, Florida 33022

Record and return to Abrams, Anon
Robbins, Resnick, Schneider, & Mager, P.A.
P. O. Box 850
Hollywood, Florida 33022

WALKER 1433

HL3638 M1434

Signed, sealed and delivered
in the presence of:

Marge Salvatore
Mary C. Condi

NORTH BAY REALTY COMPANY ONE,
an Illinois Limited Partnership

By: PARKER TAMPA ONE, INC., a
Florida corporation, General
Partner
By: Larry Weinstein (Seal)
Larry Weinstein, President

NORTH BAY REALTY COMPANY TWO,
an Illinois Limited Partnership

Marge Salvatore
Mary C. Condi

By: PARKER TAMPA ONE, INC.,
Florida corporation, General
Partner
By: Larry Weinstein (Seal)
Larry Weinstein, President

PARKER TAMPA ONE, INC.,
Florida corporation

Marge Salvatore
Mary C. Condi

By: Larry Weinstein (Seal)
Larry Weinstein, President

NORTH BAY VILLAGE CONDOMINIUM
ASSOCIATION, INC., a Florida
corporation not for profit

Marge Salvatore
Mary C. Condi

By: Larry Weinstein (Seal)
Larry Weinstein, President
Attest: Arthur Blechman (Seal)
Arthur Blechman, Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD) ssi

BEFORE ME, the undersigned authority, personally appeared LARRY WEINSTEIN, to me well known to be the person described in and who executed the foregoing instrument as President of PARKER TAMPA ONE, INC., a Florida corporation, as General Partner of NORTH BAY REALTY COMPANY ONE, an Illinois Limited Partnership and as General Partner of NORTH BAY REALTY COMPANY TWO, an Illinois Limited Partnership, and he acknowledged before me that he executed such instrument as such Officer of said Corporation, and that the Seal affixed thereto is the Corporate Seal of said Corporation, and was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said Corporation for the purposes therein expressed.

44-3638 m1435

WITNESS my hand and official seal at the State and County
aforesaid, this 18th day of MARCH, 1980.

My Commission Expires:

Mary C. Condit (Seal)
Notary Public
State of Florida at Large

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 24 1981
FOUNDED 1790 GENERAL 1845 UNDERWRITERS
STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared
LARRY HEINSTEIN, to me well known to be the person described in
and who executed the foregoing instrument as President of PARKER
TAMPA ONE, INC., a Florida corporation, and he acknowledged before
me that he executed such instrument as such officer of said corpora-
tion, and that the Seal affixed thereto is the Corporate Seal of
said Florida corporation, and that same was affixed to said instru-
ment by due and regular Corporate authority, and that said instrument
is the free act and deed of said corporation.

WITNESS my hand and official seal at the State and County
aforesaid, this 18th day of MARCH, 1980.

My Commission Expires:

Mary C. Condit (Seal)
Notary Public
State of Florida at Large

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 24 1981
FOUNDED 1790 GENERAL 1845 UNDERWRITERS
STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared
LARRY HEINSTEIN and ARTHUR BLECHMAN, to me well known to be
the persons described in and who executed the foregoing instru-
ment as President and Secretary, respectively, of NORTH BAY
VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not
for profit, and they severally acknowledged before me that they
executed such instrument as such Officers of said Corporation,
and that the Seal affixed thereto is the Corporate Seal of said
Corporation, and that it was affixed to said instrument by due and
regular corporate authority, and that said instrument is the free
act and deed of said Corporation.

WITNESS My hand and official seal at the State and County
aforesaid, this 18th day of MARCH, 1980.

My Commission Expires

Mary C. Condit (Seal)
Notary Public
State of Florida at Large

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 24 1981
FOUNDED 1790 GENERAL 1845 UNDERWRITERS

HL3638 #1436

RECORDED
INDEXED
NOV 21 1979
HILLSBOROUGH COUNTY

ASSIGNMENT OF MANAGEMENT AGREEMENT

KNOW THAT PARKER TAMPA ONE, INC., a Florida corporation (Assignor) in consideration of the sum of Ten Dollars and other good and valuable consideration paid by PARHAN FLORIDA, INC., a Florida corporation (Assignee) hereby assigns unto the Assignee, all of its right, title and interest in and to that certain Management Agreement dated the 20th day of November, 1979, by and between PARKER TAMPA ONE, INC. and NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, which Management Agreement was recorded in Official Records Book 3595 commencing at Page 468 of the Public Records of Hillsborough County, Florida, and which Management Agreement is attached as Exhibit No. 4 to the Declaration of Condominium of North Bay Village Condominium, according to the Declaration thereof, as recorded in Official Records Book 3595 commencing at Page 385 of the Public Records of Hillsborough County, Florida.

INT. TAX	/
SALES TAX	/
DOC. STAMP	/
REG. FEE	10 00
TOT. DUE	10 00
ACC. NUM.	/
REC. CLK.	/

This Assignment, although dated as hereinafter set forth, shall be deemed effective as of the 20th day of November, 1979.

This Assignment is being given pursuant to the right of the Assignor to assign the Management Agreement as set forth in Paragraph 17 of the abovedescribed Management Agreement.

N.B. The Assignee is an entity which is related to or affiliated with the Developer of North Bay Village Condominium. Accordingly, the Developer has a financial interest in the Assignee.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns for all the rest of the term of said Management Agreement.

THIS INSTRUMENT WAS PREPARED BY
JOEL D. KELLMAN, Attorney at Law
Abrams, Aron, Robbins, Resnick
Schneider, Mager, P. A.
P. O. Box 650
Hollywood, Florida 33020

Record and return to Abrams, Aron,
Robbins, Resnick, Schneider, & Mager, P.A.
P. O. Box 650
Hollywood, Florida 33021

RL3638 W1437

IN WITNESS WHEREOF, this assignment has been duly executed by the Assignor this 18th day of MARCH, 1980.

Signed, Sealed and delivered in the presence of:

PARKER TAMPA ONE, INC., Florida corporation

Margaret Salvatore
Henry C. Condi

By: Larry Weinstein (Seal)
Larry Weinstein, President

STATE OF FLORIDA)
COUNTY OF BROWARD) ss:

BEFORE ME, the undersigned authority, personally appeared LARRY HEINSTEIN, to me well known to be the person described in and who executed the foregoing instrument as President of PARKER TAMPA ONE, INC., a Florida corporation, and he acknowledged before me that he executed such instrument as such Officer of said Corporation, and that the Seal affixed thereto is the Corporate Seal of said Florida corporation, and that same was affixed to said instrument by due and regular Corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal at the State and County aforesaid, this 18th day of MARCH, 1980.

My Commission Expires:

Henry C. Condi (Seal)
Notary Public
State of Florida at Large

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 22, 1983
RECORD FROM GENERAL REG. IN 21437/1188

ACCEPTANCE OF ASSIGNMENT

The undersigned, as Assignee in the foregoing Assignment, hereby assumes and agrees to perform the terms and covenants of the aforescribed Management Agreement.

IN WITNESS WHEREOF, the undersigned Assignee has duly executed this Acceptance of Assignment this 18th day of MARCH, 1980.

Signed, sealed and delivered in the presence of:

PARMAN FLORIDA, INC., Florida Corporation

Margaret Salvatore
Henry C. Condi

By: Larry Weinstein (Seal)
Larry Weinstein, President

ME 3638 W 1438

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

BEFORE ME, the undersigned authority, personally appeared LARRY WEINSTEIN, to me well known to be the person described in and who executed the foregoing instrument as President of PARMAN FLORIDA, INC., a Florida corporation, and he acknowledged before me that he executed such instrument as such Officer of said Corporation, and that the Seal affixed thereto is the Corporate Seal of said Florida corporation, and that same was affixed to said instrument by due and regular Corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal at the State and County aforesaid, this 18th day of MARCH, 1980.

My Commission Expires:

Henry C. Condit (Seal)
Notary Public
State of Florida at Large

NOTARY PUBLIC STATE OF FLORIDA BY OATH
MY COMMISSION EXPIRES NOV 24 1983
106009 11000 000000 1000 000000 1000

NORTH BAY VILLAGE CONDOMINIUM

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NORTH BAY VILLAGE CONDOMINIUM

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AND
ARTICLES OF INCORPORATION (AS AMENDED AND RESTATED) AND
BY-LAWS OF
BAY PORT COLONY PROPERTY OWNERS' ASSOCIATION, INC.

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NORTH BAY VILLAGE CONDOMINIUM

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
(FOR BAY PORT COLONY)

AND
ARTICLES OF INCORPORATION (AS AMENDED AND RESTATED) AND
BY-LAWS OF
BAY PORT COLONY PROPERTY OWNERS' ASSOCIATION, INC.

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JAMES F. ... COR, JR.
CLERK OF COURT
RECORDS DEPT.
HILLSBOROUGH COUNTY
TAMPA, FL 33601

OFF. 3595 PG 385
REC.

Condominium Plat Book 2 Page 48

INT TAX	
SUR TAX	
DOC STAMP	
REC FEE	11.34.00
ACC FEE	
TOT DUTY	
REC CLIK	

DECLARATION OF CONDOMINIUM

BOOKS 11967941
PAGE 12 14
RECORDED 05 59
CK 019.00

NORTH BAY VILLAGE CONDOMINIUM

I.

CHIT TITLE & TRUST
8793101

SUBMISSION STATEMENT

B 2/17/11
Dunkwell

The Limited Partnerships whose names appear at the end of this Declaration as Developer, being the owners of record of the fee simple title to the real property situate, lying and being in Hillsborough County, Florida, as more particularly described and set forth as the Condominium property in the Survey Exhibits attached hereto as Exhibit No. 1, which are made a part hereof as though fully set forth herein (together with equipment, furnishings and fixtures therein contained not personally owned by unit owners), hereby state and declare that said realty, together with improvements thereon, is submitted to Condominium ownership, pursuant to the Condominium Act of the State of Florida, F.S. 718 et seq. (hereinafter referred to as the Condominium Act), and the provisions of said Act are hereby incorporated by reference and included herein thereby, and do herewith file for this Declaration of Condominium.

Definitions: As used in this Declaration of Condominium and Exhibits attached hereto, and all Amendments thereof, unless the context otherwise requires, the following definitions shall prevail:-

- A. Declaration, or Declaration of Condominium, or Enabling Declaration, means this instrument, as it may be from time to time amended.
- B. Association, means the Florida non-profit Corporation whose name appears at the end of this Declaration as "Association", said Association being the entity responsible for the operation of the Condominium. The term "Board of Directors" shall mean the Board of Directors of the Association.
- C. By-Laws, means the By-Laws of the Association specified above as they exist from time to time.
- D. Common Elements, means the portions of the Condominium property not included in the Units.
- E. Limited Common Elements, means and includes those common elements which are reserved for the use of a certain unit or units, to the exclusion of all other units as specified in the Declaration of Condominium.
- F. Condominium, means that form of ownership of real property which is created pursuant to the provisions of Chapter 718, Florida Statutes and which is comprised of units that may be owned by one or more persons, and there is appurtenant to each unit an undivided share of the common elements.
- G. Condominium Act, means and refers to the Condominium Act of the State of Florida (F.S. 718 et seq.) as of the date of the recording of this Declaration in the Public Records.
- H. Common Expenses, means all expenses and assessments properly incurred by the Association for the Condo-

This Instrument Was Prepared By:
EDWARD S. RESNICK, ATTORNEY

Record and return to Abrams, Anton,
Robbins, Resnick and Schneider, P.A.
P. O. Box 650

minium for which the unit owners are liable to the Association.

I. Common Surplus, means the excess of all receipts of the Association from this Condominium, including but not limited to assessments, rents, profits and revenues on account of the common elements, over and above the amount of common expenses of this Condominium.

J. Condominium property, means and includes the lands, leaseholds and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

K. Assessment, means a share of the funds required for the payment of common expenses which, from time to time, are assessed against the unit owner.

L. Condominium Parcel or Parcel means a unit, together with the undivided share in the common elements which is appurtenant to the unit.

M. Condominium Unit, or Unit, is a unit as defined in the Condominium Act, referring herein to each of the separate and identified units delineated in the Survey attached to the Declaration as Exhibit No. 1, and when the context permits, the Condominium parcel includes such unit, including its share of the common elements appurtenant thereto. The physical boundaries of each unit are as delineated in the Survey aforescribed and are as more particularly described in Article III and Article XIX.A. of this Declaration. A unit may be an apartment unit or garage unit, or one Manager's office.

N. Unit Owner, or Owner of a Unit, or Parcel Owner, means the owner of a Condominium parcel.

O. Developer, means the entities whose names appear at the end of this Declaration as "Developer", their successors and assigns.

P. Institutional Mortgagee, means a Bank, Savings and Loan Association, Insurance Company or Union Pension Fund authorized to do business in the United States of America, an Agency of the United States Government, a real estate or mortgage investment trust, or a lender generally recognized in the community as an Institutional type lender. The mortgage may be placed through a Mortgage or Title Company.

Q. Occupant, means the person or persons, other than the unit owner, in possession of a unit.

R. Condominium Documents, means this Declaration, the By-Laws and all Exhibits annexed hereto, as the same may be amended from time to time. The term, Condominium Documents, may also mean, where applicable, Rules and Regulations, Prospectus or Offering Circular, and the applicable required items under Chapter 718, Florida Statutes unless the context otherwise requires, and notwithstanding that some or all of said documents or items may or may not be Exhibits to the Declaration of Condominium and/or recorded in the Public Records of the County wherein the Condominium is located.

S. Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to said term by the Condominium Act as of the date of the recording of this Declaration in the Public Records of the County wherein the Condominium is located.

T. The references to all sections and sub-sections under 718 of the Florida Statutes, i.e., F.S. 718 et seq., in this Declaration and Exhibits attached hereto shall mean those sections and sub-sections as they exist as of the date of the recording of this Declaration in the Public Records, unless the context otherwise specifies or requires. References to "F.S." shall mean the Florida Statutes.

U. The terms "North Bay Village Condominium Complex" and "North Bay Village Complex" and "Complex", where used throughout this Declaration and Exhibits attached hereto, shall mean the same.

V. The terms "percentage", "fractional", "proportional" and "share", where used throughout this Declaration and Exhibits attached thereto, shall mean the same unless the context otherwise requires.

W. The term "Declaration and Exhibits", wherever it appears in this Declaration and Exhibits attached thereto, means "Declaration and Exhibits attached thereto".

X. Management Agreement, means and refers to that certain Agreement attached to this Declaration and made a part hereof, which provides for the management of the Condominium property and the recreation area(s) and facilities.

Y. Management Firm, means and refers to the Corporation identified as the Management Firm in the Management Agreement attached to this Declaration, its successors and assigns. The Management Firm shall be responsible for the management of the Condominium property, as provided in the Management Agreement attached to this Declaration and made a part hereof. Wherever the term "Management Firm" is used it means the Management Firm as long as the Management Agreement remains in effect unless the context otherwise requires.

Z. The term "apartment unit" is a residential unit, referring herein to each of the separate and identified apartment units delineated in Exhibit No. 1, including such unit's share of the common elements.

AA. The term "garage unit" or "garage" means an enclosed parking area as delineated in Exhibit No. 1, including such garage unit's share of the common elements.

BB. The term "Manager's Unit" is a residential unit referring to unit 28A1 as delineated in Exhibit No. 1 attached hereto.

CC. The term "Manager's Office" is an office unit referring to unit 26B4 as delineated in Exhibit No. 1 attached hereto.

DD. "Master Declaration of Covenants, Conditions and Restrictions" means the Declaration of Covenants, Conditions and Restrictions and all Exhibits thereto and Amendments thereto now existing or hereafter made which are attached as composite Exhibit No. XXII. The reference to the foregoing

Declaration of Covenants, Conditions and Restrictions shall also mean the Articles of Incorporation and Bylaws of Bay Port Colony Property Owner's Association, Inc., a Florida Corporation not for profit, regardless of whether said Articles of Incorporation and Bylaws are or are not recorded in the Public Records of Hillsborough County, Florida.

EE. "Master Association" means the Florida non-profit Corporation entitled "Bay Port Colony Property Owner's Association, Inc.," which master association is responsible for those certain matters as are more particularly set forth in Article _____ of this Declaration.

FF. The term "Article" and "Paragraph" where used throughout this Declaration and Exhibits thereto shall mean the same unless the context is otherwise provided or required.

II.

NAME

The name by which this Condominium is to be identified is as specified at the top of Page 1 of this Declaration of Condominium.

III.

IDENTIFICATION OF UNITS

The Condominium property consists essentially of all units in the buildings and other improvements as set forth in Exhibit No. 1 attached hereto, and for the purpose of identification all apartment units, garage units and the Manager's Office unit in the buildings located on said Condominium property are given identifying numbers and/or identifying numbers and letters and are delineated on the Survey Exhibits collectively identified as Exhibit No. 1 attached hereto and made a part of this Declaration. No apartment unit, garage unit or the Manager's Office unit bears the same identifying number and/or identifying number and letter as does any other unit. The aforesaid identifying number and/or number and letter as to the unit is also the identifying number and/or number and letter as to the Condominium parcel. The said Exhibit No. 1 also contains a survey of the land, graphic descriptions of the improvements in which the units and buildings are located and a plot plan. There shall be included in said Exhibit No. 1 a Certificate or Certificates pursuant to and as required by F.S. 718.104(4)(e). The legend and notes contained within said Exhibit No. 1 are incorporated herein and made a part hereof by reference.

Where the provisions of F.S. 718.104(3) and (4)(m) are applicable to this Condominium, the party or parties required thereunder shall join in this Declaration or consent to same, or execute a subordination or similar instrument, or an appropriate non-disturbance agreement for the purpose of granting unit owners use rights for exclusive or non-exclusive easements for ingress and egress of such streets, walks and other rights-of-way, etc., as required under F.S. 718.104(3) and (4)(m).

IV.

OWNERSHIP OF COMMON ELEMENTS

Each of the unit owners of the Condominium shall own an undivided interest in the common elements and limited common elements and the undivided interest, stated as percentages or fractions of such ownership in the said common elements and limited common elements, is set forth on Exhibit A which is annexed to this Declaration and made a part hereof.

The fee title to each Condominium parcel shall include both the Condominium unit, i.e., apartment unit or garage unit and the above respective undivided interest in the common elements, said undivided interest in the common elements to be deemed to be conveyed or encumbered with its respective Condominium unit. Any attempt to separate the fee title to a Condominium unit from the undivided interest in the common elements appurtenant to each unit shall be null and void. The term "common elements", when used throughout this Declaration, shall mean both common elements and limited common elements unless the context otherwise specifically requires. Limited common elements may be reserved for the exclusive use of a particular unit or units pursuant to Article XV. of this Declaration.

V.

VOTING RIGHTS

There shall be one person with respect to each unit ownership who shall be entitled to vote at any meeting of the Association. Such person shall be known (and is hereinafter referred to) as a "Voting Member". If a unit is owned by more than one person, the owners of said unit shall designate one of them as the Voting Member, or in the case of a Corporate unit owner, an officer or employee thereof shall be the Voting Member. The designation of the Voting Member shall be made as provided by and subject to the provisions and restrictions set forth in the By-Laws of the Association. The total number of votes shall be equal to the total number of units in the Condominium and each Condominium unit shall have no more and no less than one (1) equal vote in the Association. If one individual owns two (2) Condominium parcels, he shall have two (2) votes. A vote of a Condominium unit is not divisible.

VI.

COMMON EXPENSE AND COMMON SURPLUS

The common expenses of the Condominium, including the obligation of each unit owner under the Management Agreement attached to this Declaration, shall be shared by the unit owners, as specified and set forth in this Declaration and in Exhibit A to this Declaration. The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the Condominium parcels, their location, or the square footage included in each Condominium unit.

Any common surplus of the Association shall be owned by each of the unit owners in the same proportion as their percentage or fractional ownership interest in the common elements as set forth in Exhibit A to this Declaration - any common surplus being the excess of all receipts of the

Association from this Condominium including but not limited to, assessments, profits and revenues on account of the common elements of this Condominium, over the amount of the common expenses of this Condominium.

VII.

METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the unit owners of this Condominium, called and conveyed in accordance with the By-Laws, by the affirmative vote of Voting Members casting not less than three-fourths (3/4ths) of the total vote of the members of the Association.

All Amendments shall be recorded and certified as required by the Condominium Act. No Amendment shall change any Condominium unit's ownership interest in the common elements of the Condominium or a Condominium unit's proportionate or percentage share of the common expenses and ownership of the common surplus, nor the voting rights appurtenant thereto, nor materially alter or modify the appurtenances to a unit, or change the configuration or size of any unit in any material fashion unless the record owner(s) thereof and all record owners of liens thereon shall join in the execution of the Amendment subject, however, where applicable, to the paramount provisions of the last paragraph in this Article VII. No Amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgages, or change the provisions of this Declaration with respect to Institutional Mortgagees, without the written approval of all Institutional Mortgagees of record; or shall the provisions of Article XII of this Declaration be changed without the written approval of all Institutional Mortgagees of record. Notwithstanding the provisions of this Article VII, the Declaration and Exhibits thereto, where applicable, may be amended for the purposes set forth and pursuant to F.S. 718.110(5), and the Declarations and Exhibits thereto, where applicable, may be amended for the purposes set forth and pursuant to the provisions of F.S. 718.304(1), subject only to the unanimous approval of the full Board of Directors.

No Amendment shall change the rights and privileges of the Developer without the Developer's written approval, nor the rights and privileges of the Management Firm without the Management Firm's written approval.

Notwithstanding the foregoing paragraphs of this Article VII, the Developer reserves the right to change the interior design and arrangement of all units and to alter the boundaries between units, as long as the Developer owns the units so altered; however, no such change shall increase the number of units or alter the boundaries of the common elements, except the party wall between any Condominium units, without amendment of this Declaration in the manner hereinbefore set forth. If the Developer shall make any changes in units, as provided in this paragraph, such changes shall be reflected by the amendment of this Declaration with a Survey attached, reflecting such authorized alteration of units, and said amendment need only be executed and acknowledged by the Developer and any holders of Institutional Mortgages encumbering the said altered units. The Survey shall be certified in the manner required by the Condominium Act. If more than one unit is concerned, the

Developer shall apportion between the units, the shares in the common elements appurtenant to the units concerned and the voting rights, together with apportioning the common expenses and common surplus of the units concerned, and such shares of common elements, common expenses and common surplus of the units concerned shall be duly noted in the amendment of this Declaration.

Notwithstanding the other paragraphs of this Article VII, there shall be automatically incorporated as part of this Declaration and where applicable, the Exhibits including, but not limited to, the Articles of Incorporation of the Condominium Association and the By-Laws of the Condominium Association, any and all provisions which now or hereafter may be required by any agency of the United States government which holds a first mortgage or insures to the holder thereof the payment of same; and the provisions required by any such governmental agency shall supersede any conflicting matters contained within this Declaration and the Exhibits attached thereto. Should the governmental agency require, or at the sole discretion of the Developer, an amendment to this Declaration and the applicable Exhibits, then said amendment may be made and executed solely by the Developer without regard to any other provisions herein contained regarding amendments and without any requirement of securing the consent of any unit owners or any others, and said amendment shall be duly filed in the Public Records of the County in which the Condominium is located.

VIII.

BY-LAWS

The operation of the Condominium property shall be governed by the By-Laws of the Association which are set forth in a document which is annexed to this Declaration, marked Exhibit No. 2, and made a part hereof.

No modification of or Amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded Amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no Amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium parcel(s), or which would change the provisions of the By-Laws with respect to Institutional Mortgages, without the written approval of all Institutional Mortgagees of record. No amendment shall change the rights and privileges of the Developer without the Developer's written approval. Any amendment to the By-Laws, as provided herein, shall be executed by the parties as required in this Article and in Article VII above, and said Amendment shall be recorded in the Public Records of the County in which this Condominium is located.

IX.

THE OPERATING ENTITY

The operating entity of the Condominium shall be the Florida non-profit Corporation whose name appears at the end of this Declaration as the "Association" which is responsible for the operation of the Condominium specified in Article II hereinabove, said Association being organized and

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existing pursuant to the Condominium Act. The said Association shall have all of the powers and duties set forth in the Condominium Act, as well as all of the powers and duties granted to or imposed upon it by this Declaration, the By-Laws of the Association and its Articles of Incorporation, a copy of said Articles of Incorporation being annexed hereto marked Exhibit No. 3 and made a part hereof, and all of the powers and duties necessary to operate the Condominium as set forth in this Declaration and the By-Laws, as they may be amended from time to time.

Every owner of a Condominium parcel, whether he has acquired his ownership by purchase, by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the By-Laws and Articles of Incorporation of the said Association and the provisions of this Declaration of Condominium and the Management Agreement. Membership in the Association whose name appears at the end of this Declaration terminates upon the termination of ownership of a Condominium parcel in this Condominium.

X.

ASSESSMENTS

A. The Association, through its Board of Directors shall fix and determine from time to time the sum or sums necessary and adequate to provide for the common expenses of the Condominium property, and such other sums as are specifically provided for in this Declaration and Exhibits. The procedure for the determination of all such assessments shall be as set forth in the By-Laws of the Association and this Declaration, and the Exhibits. The Board of Directors may adopt a budget for the common expenses of the Condominium for the coming fiscal or calendar year in such amount as the Board determines necessary and during a fiscal or calendar year, said Board may increase the assessments for common expenses of the Condominium and/or levy a special assessment for common expenses in such amount as the Board determines necessary. Where the Developer has guaranteed assessments for common expenses of the Condominium that may be imposed upon the unit owners other than the Developer pursuant to F.S. 718.116(8)(b), during the period of said guarantee the Developer may increase the assessments for common expenses imposed upon the unit owners other than the Developer during the period of time of said guarantee in such amount as it deems necessary, provided said increase does not exceed the stated dollar amount as guaranteed pursuant to F.S. 718.116(8)(b); and upon notification of such increase by the Developer, the Board shall immediately cause the assessments for common expenses of the Condominium to be increased and collected against the unit owners other than the Developer, pursuant to said notification. A portion of the common expenses of this Condominium may be determined by the Bay Port Colony Property Owners Association, Inc. as provided under Article XXII of this Declaration, and the Association through the Board of Directors, by its execution of this Declaration, agrees to include such sum as the Bay Port Colony Property Owners Association, Inc. determines in the budget of the condominium and to assess the units therein their applicable share of said sum.

B. The common expenses shall be assessed against each Condominium parcel owner, as provided for in Article VI of this Declaration.

C. Assessments and installments that are unpaid for over ten (10) days after due date shall bear interest at the rate of ten (10%) percent per annum from due date until paid, and at the sole discretion of the Board of Directors, a late charge of \$25.00 per month shall be due and payable. Regular assessments shall be due and payable monthly on the first of each month.

D. The Association shall have a lien on each Condominium parcel for unpaid assessments, together with interest thereon, against the unit owner of such Condominium parcel, together with a lien on all tangible personal property located within said unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorney's fees, including fees on appeal, incurred by the Association incident to the collection of such assessments or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, shall be payable by the unit owner and secured by such lien. The aforesaid lien shall also include those sums advanced on behalf of a unit owner in payment of his obligation under Management Agreement and the Declaration of Covenants, Conditions and Restrictions, and the Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle the same if deemed in its best interests. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose as assessment lien, and to apply as a cash credit against its bid all sums due as provided herein, covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the Condominium parcel for the period of time said parcel is occupied by the unit owner or anyone by, through or under said unit owner, and Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the unit owner and/or occupant.

E. Where the Mortgagee of an Institutional First Mortgage of record, or other purchaser of a Condominium unit, obtains title to a Condominium parcel as a result of foreclosure of the Institutional First Mortgage, or when an Institutional First Mortgagee of record accepts a Deed to said Condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the shares of common expenses or assessments by or the Association pertaining to such Condominium parcel, or chargeable to the former unit owner of such 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 unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage or the unforclosed mortgage where a Deed in lieu of foreclosure is obtained. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the unit owners, including such acquirer, his successors and assigns.

F. Any person who acquires an interest in a unit except through foreclosure of an Institutional First Mortgage of record or by virtue of an Institutional First Mortgagee accepting a Deed to a Condominium parcel in lieu of foreclosure, as specifically provided hereinabove, including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former unit owners have been paid. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer or to any unit owner or group of unit owners, or to any third party. The provisions of F.S. 718.116(6) which are set forth in Paragraph E of this Article X are paramount to the applicable provisions of this paragraph.

G. Developer has guaranteed that for a period of one (1) year from the date of the recording of this Declaration of Condominium in the Public Records of the County in which the Condominium is located, the assessments for, and expenses of the Condominium imposed upon the unit owners of units in said Condominium other than the Developer, shall be in the monthly amount for the applicable unit as specified in the estimated operating budget. The Board of Directors of the Association, by virtue of its execution of this Declaration, hereby agree to the foregoing provisions and further agree to levy and collect the assessments forthwith and to cause same to be paid forthwith as directed by the Developer. During the period of said guarantee, the Developer shall pay the amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other unit owners, as provided herein, and during said period the Developer shall not be required to pay any specific sum for its share of the common expenses as to any units owned by it, provided, however, said Developer shall pay the deficit during said period. The Developer's guarantee is not intended to include and does not include expenses called for or occasioned by an action or decision of the Board of Directors when the unit owners, other than the Developer, elect a majority of the Board of Directors of the Association, where such expense is inconsistent with expenses preceding that time. If, as and when, any of the foregoing shall take place, such sums shall not be used in determining the extent of the Developer's guarantee, as herein provided, and in such event, the Developer, at its option, may pay the sums required to be paid by it excluding the sums not intended to be included in said guarantee or in order to minimize matters in controversy between the Developer and the Board of Directors, where the majority of said Board is elected by the unit owners other than the Developer, as related to the guarantee and the provisions of this paragraph and the applicable provisions of the Purchase Agreement or Deposit Receipt Agreements between the Developer and the unit owners, the Developer, at its option, may cancel said guarantee and, in such case, it shall pay the assessments for common expenses as to the applicable units as it would have been required to pay pursuant to F.S. 718.116(8)(a).

XI.

PROVISIONS RELATING TO SALE OR RENTAL OR OTHER
 ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS

A. SALE OR RENTAL OF UNITS - Association to Have First Right of Refusal.

1. APARTMENT UNITS.

In the event any unit owner wishes to sell, rent or lease his unit, the Association shall have the option to purchase, rent or lease said unit, upon the same conditions as are offered by the unit owner to a third person. Any attempt to sell, rent or lease said unit without prior offer to the Association shall be deemed a breach of this Declaration and shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee.

Should a unit owner wish to sell, lease or rent his Condominium parcel (which means the unit, together with the undivided share of the common elements appurtenant thereto), he shall, before accepting any offer to purchase, sell or lease or rent, his Condominium parcel, deliver to the Board of Directors a completed application form and a written notice containing the terms of the offer he has received or which he wishes to accept, the name and address of the person(s) to whom the proposed sale, lease or transfer is to be made, two (2) bank references and three (3) individual references - local, if possible, and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Directors. Applicant(s) shall be required to present themselves for an interview before the Board of Directors at such time and place as said Board of Directors determines. The Board of Directors is authorized to waive any or all of the aforementioned and they shall determine the format of the application form.

The Board of Directors within ten (10) days after receiving such notice and such supplemental information as is required by the Board of Directors shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit (or mailed to the place designated by the unit owner in his notice), designate the Association, or the Association may designate one or more persons then unit owners, or any other person(s) satisfactory to the Board of Directors who are willing to purchase, lease or rent, upon the same terms as those specified in the unit owner's notice, or object to the sale, leasing or renting to the prospective purchaser, tenant or lessee, for good cause, which cause need not be set forth in the notice from the Board of Directors to the unit owner. The Association shall not unreasonably withhold its consent to the prospective sale, rental or lease.

The stated designee of the Board of Directors shall have fourteen (14) days from the date of the notice sent by the Board of Directors within which to make a binding offer to buy, lease or rent, upon the same terms and conditions specified in the unit owner's notice. Thereupon, the unit owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. Failure of the Board of Directors to designate

such person(s), or failure of such person(s) to make such offer within the said fourteen (14) day period, or failure of the Board of Directors to object for good cause, shall be deemed consent by the Board of Directors to the transaction specified in the unit owner's notice and the unit owner shall be free to make or accept the offer specified in his notice and sell, lease or rent said interest pursuant thereto, to the prospective purchaser or tenant named therein, within ninety (90) days after his notice was given.

The consent of the Board of Directors shall be in recordable form, signed by an Executive Officer of the Association, and shall be delivered to the purchaser or lessee. Should the Board of Directors fail to act, as herein set forth, and within the time provided herein, the Board of Directors shall, nevertheless, thereafter prepare and deliver its written approval, in recordable form as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors as herein set forth.

The sub-lease shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association shall have the right to require that a substantially uniform form of lease or sub-lease be used or, in the alternative, the Board of Directors' approval of the lease or sub-lease form to be used shall be required. After approval, as herein set forth, entire units may be rented provided the occupancy is only by the Lessee, his family and guests. No individual rooms may be rented and no transient tenants may be accommodated.

Where a corporate entity is the owner of a unit, it may designate the occupants of the units as it desires and for such period of time as it desires without compliance with the provisions of Section A of this Article XI. The foregoing shall not be deemed an assignment or sub-leasing of a unit, and shall be deemed to be in compliance with the provisions of the first paragraph of Article XIII of this Declaration.

2. GARAGE UNITS.

The provisions of Article XI(A)(1) of this Declaration are not applicable to the sale, lease or rental of garage units. Owners of garage units may from time to time sell, lease or rent their garage unit, except that such garage unit shall only be sold, leased or rented to an owner of an apartment unit in this Condominium or the Association. No portion of the common elements attributable to an apartment unit shall be transferred or conveyed by reason of the transfer or conveyance of a garage unit alone.

The deed conveying title to a garage unit or the lease under which a garage unit is leased shall specifically provide that such sale or lease, as the case may be, is subject to this Declaration of Condominium and Exhibits attached hereto. The deed of conveyance shall be executed with the formalities for deeds in the State of Florida and promptly recorded among the Public Records of Hillsborough County, Florida and shall be effective no sooner than such recording. The deed of conveyance or lease instrument shall further provide that the grantee or lessee, as the case may be, shall be bound and comply with the Condominium documents. Any sublease of a garage unit shall be subject to the pro-

visions of this Article XI(A)(2). The consent of the Association shall not be required as to a sale, lease or rental of a garage unit provided a true copy of the deed of conveyance or lease is delivered to the Association within ten (10) days of the recording of the deed of conveyance or execution of the lease. Notwithstanding the foregoing, any lease or rental of a garage unit shall be evidenced by a written lease, which lease shall incorporate by reference the provisions of this Declaration of Condominium and Exhibits hereto.

B. MORTGAGE AND OTHER ALIENATION OF UNITS.

1. A unit owner may not mortgage his unit, nor any interest therein, without the approval of the Association except to an Institutional Mortgagee, as hereinbefore defined. The approval of any other mortgagee may be upon conditions determined by the Board of Directors of the Association and said approval, if granted, shall be in recordable form executed by an Executive Officer of the Association. Where a unit owner sells his unit and takes back a mortgage, the approval of the Association shall not be required.

2. No judicial sale of a unit, nor any interest therein, shall be valid, unless:-

(a) The sale is to a purchaser approved by the Association, which approval shall be in recordable form, executed by an Executive Officer of the Association and delivered to the purchaser; or

(b) The sale is a result of a public sale with open bidding.

3. Any sale, mortgage or lease which is not authorized pursuant to the terms of the Declaration shall be void unless subsequently approved by the Board of Directors, and said approval shall have the same effect as though it had been given and filed of record simultaneously with the instrument it approved.

4. The foregoing provisions of this Article XI shall not apply to transfers by a unit owner to any member of his immediate family (viz:-spouse, children or parents).

The phrase "sell, rent, or lease," in addition to its general definition, shall be defined as including the transferring of a unit owner's interest by gift, devise or involuntary or judicial sale.

In the event a unit owner dies and his unit is conveyed or bequeathed to some person other than his spouse, children or parents, or if some other person is designated by the decedent's legal representative to receive the ownership of the Condominium unit or if, under the laws of descent and distribution of the State of Florida, the Condominium unit descends to some person or persons other than the decedent's spouse, children or parents, the Board of Directors may, within thirty (30) days of proper evidence or rightful designation served upon the President or any other officer of the Association or within thirty (30) days from the date the Association is placed on actual notice of the said devise or descendant, express its refusal or acceptance of the individual or individuals so designated as the owner of the Condominium parcel.

If the Board of Directors shall consent, ownership of the Condominium parcel may be transferred to the person or persons so designated who shall, thereupon, become the owner(s) of the Condominium parcel, subject to the provisions of this Declaration and the Exhibits.

If, however, the Board of Directors shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days, within which to purchase or to furnish a purchaser for cash, the said Condominium parcel, at the then fair market value thereof. Should the parties fail to agree on the value of such Condominium parcel, the same shall be determined by an Appraiser appointed by the Chief Judge of the Circuit Court in and for the area wherein the Condominium is located upon ten (10) days' notice, on the petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons, or the legal representative of the deceased owner, out of the amount realized from the sale of such Condominium parcel. In the event the members of the Association do not exercise the privilege of purchasing or furnishing a purchaser for said Condominium parcel within such period and upon such terms, the person or persons so designated may then, and only in such event, take title to the Condominium parcel; or, such person or persons, or the legal representative of the deceased owner may sell the said Condominium parcel, and such sale shall be subject in all other respects to the provisions of this Declaration and Exhibits.

5. The liability of the unit owner under these covenants shall continue, notwithstanding the fact that he may have leased, rented or sub-let said interest as provided herein. Every purchaser, tenant or lessee shall take subject to this Declaration, the By-Laws and Articles of Incorporation of the Association and the Management Agreement, as well as the provisions of the Condominium Act.

6. Special Provisions as to the Sale, Leasing, Mortgaging or Other Alienation by Certain Mortgagees and Developer.

(a) An Institutional First Mortgagee holding a mortgage on a Condominium parcel upon becoming the owner of a Condominium parcel through foreclosure, or by Deed in lieu of foreclosure, or whomsoever shall become the acquirer of title at the foreclosure sale of an Institutional First Mortgage or the lien for common expenses shall have the unqualified right to sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or to mortgage said parcel without prior offer to the Board of Directors and without the prior approval of the said Board of Directors; provided, however, garage units shall only be sold, leased or rented to owners of apartment units or the Association. The provisions of Sections A.1. and B, No.'s 1-5 of this Article XI shall be inapplicable to such Institutional First Mortgagee or acquirer of title, as afore-described in this paragraph.

(b) The provisions of Sections A.1. and B, No.'s 1-5, of this Article XI shall be inapplicable to the Developer. The said Developer is irrevocably empowered to sell, lease, rent and/or mortgage Condominium parcels or units and portions thereof to any purchaser, lessee or mortgagee approved by it. The pro-

visions of Sections A.1. and B, No.'s 1-5, of this Article XI shall be inapplicable to the Developer, and the Developer is irrevocably empowered to sell, lease or rent a Condominium unit on behalf of a unit owner whereby said Developer acts as the sales or rental agent for said unit owner and, in such case, said Developer may sell, lease or rent said unit to any person the Developer approves and on such basis as said Developer approves. The Developer shall have the right to transact any business necessary to consummate sales or rentals of units, or portions thereof, including but not limited to the right to maintain models, have signs, use the common elements, and to show units. The sales office(s), signs, and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer. The Developer may use a unit(s) as a sales office and/or model apartment(s). The term "Developer", as used in this paragraph, includes all Developer related entities.

XII.

INSURANCE PROVISIONS

A. LIABILITY INSURANCE.

The Association shall obtain Public Liability and Property Damage Insurance covering all of the common elements of the Condominium and insuring the Association and the unit owners as its and their interests appear, in such amounts and providing such coverage as the Board of Directors may determine from time to time. Premiums for the payment of such insurance shall be paid by the Board of Directors, and such premiums shall be charged as a common expense.

B. CASUALTY INSURANCE.

1. Purchase of Insurance. The Association shall obtain Fire and Extended Coverage Insurance and Vandalism and Malicious Mischief Insurance, insuring all of the insurable improvements within the Condominium (including the fixtures and other equipment in the units initially installed by the Developer, but not including personal property supplied or installed by unit owners or others, nor the carpeting in the units, nor, where applicable, the screening on any screened portion of a unit or on a limited common element which is reserved for the exclusive use of a certain unit) and all personal property owned by the Association, or included in the common elements, in and for the interests of the Association, all unit owners and their mortgagees, as their interests may appear, in a company acceptable to the standards set by the Board of Directors in an amount equal to the maximum insurable replacement value of the improvements without deduction for depreciation but exclusive of excavation and foundation costs and in an amount equal to the value of the personal property owned by the Association or included in the common elements, as determined annually by the Board of Directors. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and shall be charged as a common expense. The insurance carrier(s) must be good and respon-

sible company(s) authorized to do business in the State of Florida.

Institutional First Mortgagees owning and holding first mortgages encumbering Condominium units in the Condominium property having an unpaid dollar indebtedness equal to \$1,000,000.00 or more shall have the right to approve the Policies and the company or companies who are the insurers under the insurance placed by the Association as herein provided, and the amount thereof, and the further right to approve the Insurance Trustee, provided, however, such Institutional First Mortgagee(s) notify the Association in writing in this regard prior to such insurance policies being obtained. In the absence of the action of said Mortgagees, then the Association shall have said right without qualification.

2. Loss Payable Provisions - Insurance Trustee.

All policies purchased by the Association shall be for the benefit of the Association and all unit owners and their mortgagees as their interests may appear. However, the Insurance Trustee shall be the named Insured and it shall not be necessary to name the Association or the unit owners; however, Mortgagee Endorsements shall be issued. Such policies shall be deposited with the Insurance Trustee (as hereinafter defined), who must first acknowledge that the Policies and any proceeds therefrom will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee which may be any bank in the State of Florida with trust powers as may be approved by the Board of Directors, which Trustee is herein referred to as the "Insurance Trustee"; subject however, to the paramount right of the Institutional Mortgagee specified in the preceding paragraph to designate and appoint the Insurance Trustee. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association and the unit owners and their respective mortgagees in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:-

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

(b) Condominium Units. Proceeds on account of Condominium units shall be in the following undivided shares:-

(i) Partial Destruction - when units are to be repaired and restored - for the owners of the damaged units, in proportion to the cost of repairing the damage suffered by each unit owner.

(ii) Total Destruction of Condominium improvements, or where "very substantial" damage occurs and the Condominium improvements are not to be restored, as provided hereinafter in this Article, for the owners of all Condominium units - each owner's share being in proportion to his share in the common elements appurtenant to his unit.

(c) Mortgagees. In the event a Mortgagee Endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owners as their interests may appear, provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

3. Distribution of Proceeds. Proceeds of Insurance Policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee in the following order:

(a) Reconstruction or Repair. If the damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners - all remittance to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by said mortgagee. Said remittances shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

(b) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the beneficial owners; remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee. Said remittances shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of loss or damage to personal property belonging to the Association, and should the Board of Directors determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus, in the manner elsewhere stated herein.

(c) Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association, as to the names of the unit owners and their respective shares of the distribution, approved in writing by an Attorney authorized to practice law in the State of Florida, a Title Insurance Company or Abstract Company authorized to do business in the State of Florida. Upon request of the Insurance Trustee, the Association shall forthwith deliver such Certificate.

4. Loss Within a Single Unit. If loss shall occur within a single unit or units without damage to the common elements and/or the party wall between units, the provisions of Article XII.B.5 below shall apply.

5. Loss Less than "Very Substantial". Where a loss or damage occurs within a unit or units or to the common elements, or to any unit or units and the common

elements, but said loss is less than "very substantial", (as hereinafter defined), it shall be obligatory upon the Association and the unit owner(s) to repair, restore and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":-

(a) The Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(b) If the damage or loss is limited to the common elements with no, or minimum, damage or loss to any individual units, and if such damage or loss to the common elements is less than \$5,000.00, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(c) If the damage or loss involves individual units encumbered by Institutional First Mortgages, as well as the common elements or if the damage is limited to the common elements alone, but it is in excess of \$5,000.00, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Association provided, however, that upon the request of an Institutional First Mortgagee, the written approval shall also be required of the Institutional First Mortgagees owning and holding first mortgages encumbering Condominium units in this Condominium where the unpaid balance due on said mortgages to said Institutional First Mortgagees is equal to \$1,000,000.00 or more. Should written approval be required, as aforesaid, it shall be said Mortgagees' duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the Certificate of the Association and the aforesaid Institutional First Mortgagees' written approval, if said Institutional First Mortgagees' approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanic's liens to the Insurance Trustee and execute any Affidavit required by law or by the Association, the aforesaid Institutional First Mortgagee and the Insurance Trustee, and deliver same to the Insurance Trustee. In addition to the foregoing, the Institutional First Mortgagee whose approval may be required, as aforesaid, shall have the right to require the Association to obtain a Completion, Performance and Payment Bond in such form and amount and with a Bonding Company authorized to do business in the State of Florida, as is acceptable to the said Mortgagee.

(d) Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(e) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to the unit owner's share in the common elements, for that portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual owners for that portion of the deficiency as is attributable to his indi-

vidual unit; provided, however, that if the Board of Directors finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific individual damaged unit(s), then the Board of Directors shall levy an assessment for the total deficiency against all of the unit owners in proportion to the unit owner's share in the common elements, just as though all of said damage had occurred in the common elements. The special assessment funds shall be delivered by the Association to the Insurance Trustee, and added by said Insurance Trustee to the proceeds available for the repair and restoration of the property.

(f) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan, provided, however, that this provision may be waived by the Board of Directors, in favor of any Institutional First Mortgagee, upon request therefor, at any time. To the extent that any insurance proceeds are required to be paid over to such Mortgagee, the unit owner shall be obliged to replenish the funds so paid over, and said unit owner and his unit shall be subject to special assessment for such sum.

6. "Very Substantial" Damage. As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage, shall mean loss or damage whereby three-fourths (3/4ths) or more of the total unit space in the Condominium is rendered untenable, or loss or damage whereby seventy-five (75%) percent or more of the total amount of insurance coverage (placed as per Article XII.B.1) becomes payable. Should such "very substantial" damage occur, then:-

(a) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

(b) The provisions of Article XII.B.5(f) shall not be applicable to any Institutional First Mortgagee who shall have the right, if its mortgage so provides, to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Board of Directors shall ascertain as promptly as possible, the net amount of insurance proceeds available for restoration and repair. No mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan.

(c) Thereupon, a membership meeting shall be called by the Board of Directors to be held not later than sixty (60) days after the casualty to determine the wishes of the membership with reference to the termination of the Condominium, subject to the following:-

(i) If the net insurance proceeds available for restoration and repair are sufficient to cover the cost thereof so that no special assessment is required, then the Condominium property shall be restored and repaired unless two-thirds (2/3rds) of the total votes of the members of the Association shall vote to terminate this Condominium,

in which case the Condominium property shall be removed from the provisions of the law by the recording of an instrument terminating this Condominium in the Public Records of the County in which this Condominium is located, which said instrument shall further set forth the facts effecting the termination, certified by the Association and executed by its President and Secretary. The termination of the Condominium shall become effective upon the recording of said instrument and the unit owners shall thereupon become owners as tenants in common in the property, i.e., the real, personal, tangible and intangible personal property, and the Association's interest in any remaining structures of the Condominium and their undivided interests in the property shall be the same as their undivided interests in the common elements of this Condominium prior to its termination, and the mortgages and liens upon Condominium parcels shall become mortgages and liens upon the undivided interests of such tenants in common with the same priority as existed prior to the termination of the Condominium.

(ii) If the net insurance proceeds available for restoration and repair are not sufficient to cover the costs thereof so that a special assessment will be required, and if a majority of the total votes of the members of the Association shall vote against such special assessment and to terminate this Condominium, then it shall be so terminated and the Condominium property removed from the provisions of the law as set forth in paragraph 6(c)(i) above, and the unit owners shall be tenants in common in the property in such undivided interests - and all mortgages and liens upon the Condominium parcels shall encumber the undivided interests of such tenants in common, as is provided in said Paragraph 6(c)(i) above. In the event a majority of the total votes of the members of the Association vote in favor of special assessments, the Association shall immediately levy such assessment and, thereupon, the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions of Paragraph 5(c) and (d) above. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the restoration and repair of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property, as provided in Paragraph 5(c) above.

(d) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors shall be binding upon all unit owners.

7. Surplus. It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere provided herein.

8. Certificate. The Insurance Trustee may rely upon a Certificate of the Association certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee, the Association shall forthwith deliver such Certificate.

9. Plans and Specifications. Any repair and restoration must be substantially in accordance with the Plans and Specifications for the original building(s), or as the building(s) was last constructed, or according to the plans approved by the Board of Directors, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all Institutional First Mortgagees shall also be required.

10. Association's Power to Compromise Claim. The Association is hereby irrevocably appointed Agent for each unit owner for the purpose of compromising and settling claims arising under insurance policies purchased by the Association and to execute and deliver releases therefor upon the payment of claims.

11. Institutional Mortgagee's Right to Advance Premiums. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements of the Institutional Mortgagee(s) owning and holding first mortgages on units having an unpaid dollar indebtedness equal to \$1,000,000.00 or more, said Institutional Mortgagee(s) shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against the individual unit owners for the payment of such item of common expense.

Notwithstanding the foregoing, any Institutional Mortgagee(s) owning and holding a mortgage on a unit in this Condominium shall have the right to require the Association and its members, if applicable, to obtain certain type(s) of insurance as it may require due to any governmental law and/or regulation and the like, including flood insurance under the provisions of the Flood Disaster Protection Act of 1973 and amendments thereto and regulations applicable thereto. The Association shall obtain and, where applicable, cause its members to obtain such insurance forthwith upon notification by said Institutional Mortgagee(s) and said Association shall exhibit evidence to said Mortgagee(s) that such insurance has been obtained and the Association has paid such premiums when due and/or caused its members to pay such premiums when due; and in the event the Association fails to obtain such insurance and/or cause its members to pay such premiums when due and to exhibit proof of the foregoing to said Mortgagee(s) forthwith, said Mortgagee(s) shall have the right at its option to order insurance policies on behalf of the Association and, if applicable, its members as to the foregoing, and said Institutional Mortgagee(s) may file the necessary applications for said insurance on behalf of the Association and if required on behalf of the unit owners, and said Mortgagee(s) may advance such sums as are required to maintain and/or procure such insurance and to the extent of the money so advanced, said Mortgagee(s) shall be subrogated to the assessment and lien rights of the Association as against the individual unit owners for the payment of the foregoing; and said Mortgagee(s) shall also have a cause of action not only against the individual unit owners but also against the Association to enforce the provisions herein and the Association and, where applicable, the individual members, i.e., unit owners, shall be liable to said Mortgagee(s) for the funds it has advanced to maintain and/or procure such insurance and for its reasonable attorney's fees and costs incurred by it in

collecting the foregoing, as well as any other damages it may have incurred as a result of the failure of the Association and, where applicable, the individual members to comply with the terms and provisions herein. The rights of an Institutional Mortgagee, as provided in this paragraph, shall also apply to the Institutional Mortgagee or Mortgagees referred to in the first paragraph under this Article XII.B.11.

C. WORKMEN'S COMPENSATION POLICY - to meet the requirements of law.

D. Such other insurance as the Board of Directors shall determine from time to time to be desirable. The Board of Directors shall have the right to obtain insurance policies with such deductible clauses and amounts as they determine notwithstanding the specific insurance requirements of this Article XII.

E. Each individual unit owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own unit and for purchasing insurance upon his own personal property.

F. If available, and where applicable, the Association shall endeavor to obtain policies which provide that the Insuror waives its right of subrogation as to any claims against unit owners, the Association, their respective servants, agents and guests and the Management Firm. Insurance Companies authorized to do business in the State of Florida shall be affirmatively presumed to be good and responsible companies and the Management Firm and the Board of Directors shall not be responsible for the quality or financial responsibility of the Insurance Companies provided same are licensed to do business in the State of Florida.

XIII.

USE AND OCCUPANCY

The owner of an apartment unit shall occupy and use his unit as a single family private dwelling for himself and the members of his family and his social guests, and for no other purpose. The provisions of Article XI are paramount to the foregoing provisions. Condominium units may not be used for any type of business or commercial purpose, unless specifically provided in this Declaration. Garage units shall not be converted to or used for residential living or sleeping quarters.

Notwithstanding the foregoing, occupancy of a unit on a permanent basis is limited to two (2) individuals per bedroom, however, individuals in excess of this number may be permitted to visit and temporarily reside in a unit in this Condominium for periods not to exceed sixty (60) days in any calendar year, with the prior written consent of the Association.

The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the Condominium property, or which will obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noises, or otherwise, nor shall the unit owners commit or permit any nuisance, immoral or illegal acts in or about the Condominium property.

Domestic house pets shall be permitted to be kept in apartment units and on the portion of the property which may be designated for pets subject to the Rules and Regulations adopted by the Association for the keeping of said pets; provided that they are not kept, bred or maintained for any commercial purposes and further provided that such house pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions upon three (3) days written notice from the Association. Pets shall not be permitted upon the recreation facilities which are a part of the Condominium unless a portion thereof is designated as an area for pets to relieve themselves. Notwithstanding the foregoing, no more than two (2) house pets shall be kept in any apartment unit or on any property of the Condominium, except with the written consent of the Association or Developer. Pets shall not be kept in garage units.

PETS

The unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors or windows of the units, buildings or the limited common elements or the common elements; nor shall they place any furniture or equipment outside their unit nor shall they grow any type of plant, shrub, flower, vine or grass outside their unit, nor shall they cause awnings and/or storm shutters, screens, enclosures and the like to be affixed or attached to any units, limited common elements or common elements except with the prior written consent of the Board of Directors and further, when approved, subject to the Rules and Regulations adopted by the Board of Directors. No clothes line or similar device shall be allowed on any portion of the Condominium property, nor shall clothes be hung anywhere except where designated by the Board of Directors. The Developer is not required to obtain the consent of the Association as to the matters set forth in this paragraph.

No person shall use the common elements or the limited common elements, or a Condominium unit or the Condominium property, in any manner contrary to or not in accordance with such Rules and Regulations pertaining thereto, as are promulgated by the Association from time to time.

Notwithstanding anything to the contrary in this Declaration of Condominium, garage units shall only be used for purposes consistent with the zoning of the condominium property as such zoning exists as of the date of the recording of this Declaration of Condominium in the Public Records of Hillsborough County, Florida, without variance for a use inconsistent with such zoning, provided, however, garage units shall not be used for any commercial purpose whatsoever.

XIV.

MAINTENANCE AND ALTERATIONS

A. The Association may enter into a contract with any firm, person or corporation or may join with other Condominium Associations and entities in contracting for the maintenance and repair of the Condominium property(s) and other type properties, and may contract for or may join with other Condominium Associations in contracting for the management of the Condominium property(s) and other type properties.

The Association, through its Officers, has entered into a Management Agreement attached hereto as Exhibit No. 4, which encompasses various provisions of this paragraph. The Board of Directors has approved said Management Agreement and directed said Officers to execute same.

B. There shall be no alterations or additions to the common elements or limited common elements of this Condominium where the cost thereof is in excess of twenty (20%) percent of the annual budget of this Condominium for common expenses as to this Condominium and this Condominium's share of common expenses, except as authorized by the Board of Directors and approved by not less than seventy-five (75%) of the total vote of the unit owners of this Condominium; provided the aforesaid alterations or additions do not prejudice the right of any unit owner, unless his consent has been obtained. The cost of the foregoing shall be assessed as common expenses. Where any alteration or additions as aforescribed - i.e., as to the common elements or limited common elements of this Condominium are exclusively or substantially exclusively for the benefit of the unit owner(s) requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the unit owner(s) exclusively or substantially exclusively benefiting therefrom, and the assessment shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors. Where such alterations or additions exclusively or substantially exclusively benefit unit owners requesting same, said alterations or additions shall only be made when authorized by the Board of Directors, and approved by not less than seventy-five (75%) of the total vote of the unit owners exclusively or substantially exclusively benefiting therefrom, and where said unit owners are ten (10) or less, the approval of all but one shall be required.

Where the approval of unit owners for alterations to the common elements or limited common elements of this Condominium is required in this Declaration and Exhibits, the approval of Institutional First Mortgagees whose mortgages encumber Condominium parcels in this Condominium representing not less than fifty-five (55%) percent of the total unpaid dollar indebtedness as to principal on said parcels at said time shall also be required.

C. Each unit owner agrees as follows:

1. (a) To maintain in good condition and repair his apartment unit and all interior surfaces within his apartment unit, and the entire interior of his apartment unit (including, where applicable, a storage room, terrace, balcony, entry way, porch, patio or room, and any screening thereof, whether same is a portion of a unit or a limited common element of a unit, it being understood and agreed that certain type units include within the unit or as a limited common element of the unit some of the items aforesaid, i.e., different type units include some but not all of the items aforesaid); and to maintain and repair the fixtures and equipment therein, which includes but is not limited to the following, where applicable - air-conditioning and heating unit, including condenser and all appurtenances thereto wherever situated, and hot-water heater, refriger-

ator, stove, and all other appliances, drains, plumbing fixtures and connections, sinks, all plumbing and water-lines within the unit, electric panels, electric wiring and electric outlets and fixtures within the unit; interior doors, windows, screening and glass, all exterior doors (except the painting of the exterior of exterior doors shall be a common expense of the Condominium) and pay for his electricity and telephone. Water and sewage shall be a part of the common expenses if billed to the Condominium as to all units in the Condominium; however, if individual bills are sent to each unit by the party furnishing such water and sewage service, each unit owner shall pay said bill for his said unit individually. The entire floor in a unit except the kitchen and bathroom(s) are to be carpeted. All carpeting shall be installed over padding of such quality as is designated by the Board of Directors. Notwithstanding the foregoing, the Board of Directors may authorize the use of flooring other than carpeting provided written consent is first obtained as to the type of flooring, manner of installation and location of the type flooring within a unit. The foregoing includes the kitchen and bathroom(s). The cost of maintaining and replacing carpeting or other flooring within a unit shall be borne by the owner of said unit. The unit owner shall replace lights within a unit and lights located on a unit's patio or terrace by the same color and bulb wattage as the Board of Directors designates. Limited common elements shall be maintained, cared for and preserved as provided in Article XV of this Declaration of Condominium.

OWNER

1. (b) To maintain in good condition and repair his garage unit and all interior surfaces within his garage unit and entire interior of his garage unit and to maintain and repair the fixtures and equipment therein, if any, including the painting and maintenance of the interior of the garage door, including operating mechanism, and the foregoing includes, but is not limited to the following where applicable: electrical panels, electrical wiring, electrical outlets and fixtures within the unit and light bulb; windows, screening and glass. The painting of the exterior of the garage door shall be a common expense of the Condominium and the Association shall determine the color of said garage door as well as the exterior color of said garage unit. If painting of the exterior of a garage door or unit is required because of the negligence or misuse of same by a garage Unit owner, his family, guests, servants or invitees, such garage unit owner shall be responsible for the costs and expenses of repainting said garage door and/or garage unit. Exterior painting as herein provided shall be performed as determined by the Board of Directors of the Association.

Garage

2. Not to make or cause to be made any addition or alteration, whether structural or otherwise, to his unit or to the limited common elements or common elements without the prior written approval of the Board of Directors.

3. To make no alterations, decoration, repair, replacement or change of the common elements, limited common elements, or to any outside or exterior portion of the building(s), whether within a unit or part of the limited common elements or common elements without the prior written consent of the Board of Directors. Unit owners may use such contractor or sub-contractor as are approved by the Board of Directors

and said parties shall comply with all Rules and Regulations adopted by the Board of Directors. The unit owner shall be liable for all damages to another unit, the common elements or the Condominium property caused by the unit owner's contractor, sub-contractor or employee, whether said damages are caused by negligence, accident or otherwise.

4. To allow the members of the Board of Directors, or the agents or employees of the Association to enter into any unit or limited common element for the purpose of maintenance, inspection, repair, replacement of the improvements within the units, limited common elements or the common elements, or to determine in case of emergency, circumstances threatening units, limited common elements or the common elements, or to determine compliance with the provisions of this Declaration and Exhibits.

5. To show no signs, advertisements or notices of any type on the common elements, limited common elements, or his unit, and to erect no exterior antenna or aerials, except as consented to by the Board of Directors. The foregoing includes signs within a unit which are visible from outside the unit and the foregoing includes posters, advertisements or circulars upon the Condominium property including common elements, limited common elements, units or vehicles parked upon the Condominium property and distributing advertisements or circulars to units within the Condominium.

D. In the event the owner of a unit fails to maintain the said unit and limited common elements, as required herein, or makes any alterations or additions without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in Court for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, the Association shall have the right to levy an assessment against the owner of a unit, and the unit for such necessary sums to remove any unauthorized addition or alteration and to restore the property to good condition and repair. Said assessment shall have the same force and effect as all other special assessments. The Association shall have the further right to have its employees or agents, or any sub-contractors appointed by it, enter a unit and limited common element at all reasonable times to do such work as is deemed necessary by the Board of Directors, to enforce compliance with the provisions hereof.

E. The Association shall determine the exterior color scheme of the building(s) and all exteriors, and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window or any exterior surface, or replace anything thereon or affixed thereto, without the written consent of the Association.

F. The Association shall be responsible for the maintenance, repair and replacement of the common elements and all portions of the Condominium property not required to be maintained, repaired and/or replaced by the unit owner(s). The foregoing shall

include but is not limited to roadways, concrete areas, macadam areas, drainage, water and sewer lines and appurtenances thereto located upon the Condominium property. Notwithstanding the unit owner's duty of maintenance, repair, replacement and his other responsibilities as to his unit, as hereinbefore provided in this Declaration, the Association may enter into an agreement with such firms or companies as it may determine to provide certain services and/or maintenance for and on behalf of the unit owners in the Condominium whereby maintenance and service are provided on a regularly scheduled basis for air-conditioning maintenance and service and appurtenances thereto, exterminating services and other types of maintenance and services, including a Master Television Antenna system, CATV or other allied or similar type use, as the Association deems advisable and for such period and on such basis as it determines. Said agreements shall be on behalf of all unit owners and the monthly assessments due from each unit owner for common expenses shall be increased by such sum as the Association deems fair and equitable under the circumstances in relation to the monthly charge for said maintenance or service. Each unit owner shall be deemed a party to said agreement with the same force and effect as though said unit owner had executed said agreement and it is understood and agreed that the Association shall execute said agreements as the agent for the unit owners. The aforesaid assessment shall be deemed to be an assessment under the provisions of Article X of this Declaration.

Portions of the air-conditioning system - i.e., condenser and other appurtenances, are located on concrete pads within the common elements of the Condominium property. As provided in Article XIV.C.1.(a) of this Declaration, it shall be the unit owner's obligation to maintain in good condition and repair the condenser and appurtenances located on said concrete pad, as well as all portions of the air-conditioning system applicable to said unit, and this provision is paramount to all other provisions, notwithstanding the fact that said condenser and the air-conditioning appurtenances are located within the common elements of the Condominium. The concrete pads shall be maintained, repaired and replaced by the Condominium as a common expense of the Condominium.

XV.

LIMITED COMMON ELEMENTS

Those areas reserved for the use of certain unit owners or a certain unit owner, to the exclusion of other unit owners, are designated as "limited common elements", and are shown and located on the Surveys annexed hereto as Exhibit No. 1. Any expense for the maintenance, repair or replacement relating to limited common elements shall be treated as and paid for as part of the common expenses of the Association, unless otherwise specifically provided in this Declaration and Exhibits. Should said maintenance, repair or replacement be caused by the negligence or misuse by a unit owner, his family, guests, servants and invitees, he shall be responsible therefor, and the Association shall have the right to levy an assessment against the owner of said unit, which assessment shall have the same force and effect as all other special assessments. The replacement of all light bulbs, if any, affixed to the exterior wall of a

unit shall be accomplished by and at the cost and expense of the Association, provided however, light bulbs on the ceiling above a patio, porch, balcony or terrace which is a limited common element to the unit such patio, balcony or terrace abuts shall be replaced at the expense of the applicable unit owner. Where there are fixed and/or sliding glass doors leading out of a unit, the cost of maintaining and repairing said fixed and/or sliding glass door(s) shall be borne by the unit owner of the applicable unit. Located at the rear of each apartment unit will be either a patio, balcony(s), porch or terrace(s) which is a limited common element for the exclusive use of the apartment unit it abuts, as designated and shown on the Survey Exhibit No. 1 attached hereto. Where a patio, balcony or terrace is screened, the cost of maintaining, repairing and replacing the screening shall be accomplished at the cost and expense of the applicable unit owner, provided, however, the color of screening shall be determined by the Association. Where a patio, balcony or terrace is enclosed by railing, the railing shall be maintained and repaired by and at the cost and expense of the Association. Each garage unit has a driveway area abutting the garage unit which driveway area is a limited common element for the exclusive use of the garage unit it abuts, as designated and delineated on Survey Exhibit No. 1 attached hereto. The cost of maintaining and repairing said driveways shall be a common expense of the Condominium. Storage rooms are limited common elements for the exclusive use of the unit such storage room abuts as delineated on survey Exhibit No. 1 attached hereto. The storage room shall be maintained and repaired by the applicable unit owner, including the door leading into the storage room, provided, however, the Association shall be responsible for painting the exterior of subject door and the exterior walls surrounding the storage room and the exterior walls surrounding the patio, balcony, porch or terrace, which painting shall be performed as determined by the Board of Directors of the Association. The applicable provisions of Article XIII above shall be deemed repeated herein.

*Screen**Storage Room*

The bulkhead (seawall) has been designated as a limited common element on the Survey Exhibit, i.e., Exhibit No. 1. The Developer shall have the right from time to time but no later than the 31st day of December, 1985, to subdivide such bulkhead into sections and each section when determined shall be given an identifying letter. At such time as the Developer subdivides the bulkhead, an Amendment to this Declaration shall be filed which Amendment shall amend the Survey Exhibit, i.e., Exhibit No. 1, and shall be recorded in the Public Records of Hillsborough County, Florida, provided, however, that such Amendment(s) may be made and executed solely by the Developer without regard to any other provisions contained in this Declaration regarding amendments and without any requirement of securing the consent of any unit owners, mortgagee, the Association or any others. Such sections shall also be known as docking spaces. The Developer, as long as it is the owner of a unit but not later than December 31, 1985, shall have the right to sell and assign the use of a specific docking space to a unit owner for his exclusive use, said designation being made in an instrument of assignment from the Developer to the Purchaser of a unit in this Condominium having the same formality as a deed and such instrument shall be recorded in the Public Records of Hillsborough County, Florida, provided, however, all funds received by the Developer therefor shall be the funds of the Developer, and the Association and its members shall not be entitled to any of said funds or a credit therefor. The

Docking

unit owner who is designated to have the exclusive use of such docking space, subject to the provisions of Article XI of this Declaration, may sell and assign the exclusive use thereof not only to the purchaser of his unit but he may sell, convey and assign the exclusive use thereof to the unit owner of another unit in this Condominium subject to the terms hereof. An instrument of assignment as to the specific docking space to a unit owner shall only grant said unit owner the exclusive use thereof and same shall not convey title to such space nor any interest therein other than the right of exclusive use. The expense for the maintenance, repair or replacement as to cleats, davits or other items located on or within a docking space shall be borne by the unit owner to whom the exclusive use of such space has been conveyed. The cost of maintaining, repairing and replacing the bulkhead shall be a common expense of the Condominium; however, should the bulkhead be damaged as a result of the neglect, negligence or misuse by a unit owner to whom the exclusive use of a docking space has been conveyed, his family, guests, servants and invitees, said applicable unit owner shall be responsible for the cost of repairing the bulkhead and the Association shall have the right to levy an assessment against the owner of said unit for same, which assessment shall have the same force and effect as all other special assessments. No boat repairs of any kind shall be performed while such boat is moored at the applicable docking space. Notwithstanding anything to the contrary contained herein, the Developer shall have the right but not the obligation until December 31, 1985, to further improve the bulkhead as it determines in its sole discretion to facilitate the mooring or docking of boats along the bulkhead. Such improvements, if made, shall be at the sole cost and expense of the Developer.

BOAT
DOCKING

The parking spaces are shown and delineated in survey Exhibit No. 1 and subject parking spaces, upon being assigned are deemed to be a limited common element for the exclusive use of the designated unit. All parking spaces are uncovered and each shall be numbered; said numbers shall appear on Exhibit No. 1 attached hereto and said parking space assignments shall not be recorded in the Public Records of Hillsborough County, Florida. Each apartment unit shall be entitled to the use of one (1) parking space as determined by the Association. Parking spaces shall be assigned by the the Association. The Association, shall have the right to change the assignment of such specific parking spaces from time to time as to the apartment unit owners in this Condominium as it deems advisable in its sole discretion. Notwithstanding the foregoing, parking space assignment may only be changed with the consent of the applicable apartment unit owner, or without his consent where such change is required due to building or physical or traffic conditions and the like. Where there are additional parking spaces within the parking area, said parking spaces shall be used as determined by and pursuant to the Rules and Regulations adopted by the Association and may be used as guest parking spaces for this Condominium or otherwise. The Developer shall have the rights conferred upon the Association in this paragraph until the 31st day of December, 1985; however, the Developer may terminate said right prior thereto at its option. The cost of maintaining said parking areas, including the concrete bumpers thereon where applicable, shall be a common expense of the Condominium; however, should a parking

PARKING
SPACE

area or concrete bumper be required to be maintained, repaired or replaced as a result of the neglect or misuse by a unit owner, his family, guests, servants and invitees, said applicable unit owner shall be responsible for the cost thereof and the Association shall have the right to levy an assessment against the owner of said unit for same, which assessment shall have the same force and effect as all other special assessments. All parking spaces shall be used as determined by and pursuant to the Rules and Regulations adopted by the Association. *Bumpers*

XVI.

TERMINATION

This Condominium may be voluntarily terminated in the manner provided for in F.S. 718.117 at any time. In addition thereto, when there has been "very substantial" damage, as defined in Article XII.B.6 above, this Condominium shall be subject to termination as provided in Article XII.B.6 above. In addition thereto, if the proposed voluntary termination is submitted to a meeting of the membership of the Association, pursuant to notice, and is approved in writing within sixty (60) days of said meeting by three-fourths (3/4ths) of the total vote of the members of the Association, and by all Institutional Mortgagees, then the Association and the approving owners, if they desire, shall have an option to purchase all of the parcels of the other owners within a period expiring one hundred twenty (120) days from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be exercised upon the following terms:-

A. Exercise of Option. An Agreement to Purchase, executed by the Association and/or the record owners of the Condominium parcels who will participate in the purchase, shall be delivered by personal delivery or mailed by Certified or Registered Mail to each of the record owners of the Condominium parcels to be purchased, and such delivery shall be deemed the exercise of the option. The Agreement shall indicate which Condominium parcels will be purchased by each participating owner and/or the Association and shall require the purchase of all Condominium parcels owned by owners not approving the termination, but the Agreement shall effect a separate contract between the seller and his purchaser.

B. Price. The sale price for each condominium parcel 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; and in the absence of agreement as to price, it shall be determined by Appraisers appointed by the Chief Judge of the Circuit Court in and for the area wherein the Condominium is located, on the Petition of the seller. The expenses of appraisal shall be paid by the purchaser.

C. Payment. The purchase price shall be paid in cash.

D. Closing. The sale shall be closed within thirty (30) days following the determination of the sale price.

XVII.

RECREATION FACILITIES WITHIN THIS CONDOMINIUM

The recreation facilities within this Condominium are shown in Exhibit No. 1 and are designated as Recreation Area 1, Recreation Area 2, Recreation Area 3, Recreation Area 4, and Recreation Area 5, and such Recreation Areas and the facilities contained therein are the recreation facilities of this Condominium.

The initial Rules and Regulations for the recreation facilities and all amendments thereof and revisions thereof shall be posted in a conspicuous place in the recreation facilities area. The unit owners hereby covenant and agree to be bound by all of such Rules and Regulations and said parties shall obey same and be responsible for their being obeyed by the said unit owners, their family, guests, invitees and servants.

Any person who is the owner of a Condominium parcel in this Condominium, together with spouse and other members of said parcel owner's immediate family who are in residence in the Condominium parcel, as provided herein, may use the recreation facilities of this Condominium. Where a corporation is a parcel owner, the use of said facilities shall be limited at any one time to such officer, director or employee of said corporation who is in actual residence, and such individual shall be deemed to be the Condominium parcel owner for the purposes of this paragraph. All unit owners' children and children of guests or invitees who are under such age as determined by the Association must be accompanied by an adult to such portions of the recreation facilities as the Association determines. Guests and invitees of a unit owner, whether in temporary residence in the Condominium or not, may only be permitted to use the recreation facilities, if at all, with the permission the Association and subject to the terms and conditions as the Association may determine in its sole discretion, including the payment of additional compensation therefor, it being understood and agreed that said facilities are primarily designed for the use and enjoyment of said unit owners and the use by others may be required to be limited or not permitted at all during certain times of a day, certain weeks or months of a year, and the Association shall determine the foregoing in its sole discretion, including the manner and method in which the facilities are to be used and under what circumstances. Notwithstanding the foregoing, where children in residence in a Condominium are the sons or daughters of the parcel owner, such parent shall not be required to pay additional compensation for use by said children of said facilities. Where a unit owner owns more than one unit, the family in residence in each unit shall be entitled to the use of the recreation facilities, whether said family in residence be a lessee of said Condominium unit or otherwise. Where a party owns one Condominium unit and leases same, the lessee shall be entitled to the use of the facilities and said lessee's rights thereto shall be the same as though said lessee were the unit owner and during the term of said lease, the unit owner and his family shall not be entitled to the use of the facilities.

OWNER FOR FITS
RIGHTS TO FACILITIES
WHERE HE HAS HIS UNIT
20 #7 Rule & Reg

XVIII.

MANAGEMENT AGREEMENT

The Association has entered into a Management Agreement, a copy of which is annexed hereto as Exhibit No. 4 and made a part hereof.

The Association has in certain instances delegated to the Management Firm certain duties of the Association. Those duties of the Association which are not delegable under F.S. 718 as of this date are not intended to be delegated by the Association to the Management Firm. Each unit owner, his heirs, successors and assigns, shall be bound by said Management Agreement for the purposes therein expressed, including but not limited to:

A. Adopting, ratifying, confirming and consenting to the execution of said Management Agreement by the Association.

B. Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by unit owners in the cases provided therefor in said Management Agreement.

C. Ratifying, confirming and approving each and every provision of said Management Agreement, and acknowledging that all of the terms and provisions thereof are reasonable.

D. Agreeing that the persons acting as Directors and Officers of the Association entering into such an Agreement have not breached any of their duties or obligations to the Association.

E. It is specifically recognized that some or all of the persons comprising the original Board of Directors and Officers of the Association are or may be stockholders, officers and directors of the Management Firm, and that such circumstance shall not and can not be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate such Management Agreement in whole or in part.

F. The acts of the Board of Directors and Officers of the Association in entering into the Management Agreement be and the same are hereby ratified, approved, confirmed and adopted.

The Association and unit owners further agree that the assessments to be paid by unit owners for common expenses may include such special assessments incurred by a unit owner for charges for guests and invitees of said unit owner, or temporary residents in said unit, as to their use of the recreation facilities, and for any special services and charges.

XIX.

MISCELLANEOUS PROVISIONS

A. The owners of the respective Condominium units shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding their respective Condominium units nor shall the unit owner be deemed to own pipes, wires, conduits or other

public utility lines running through said respective Condominium units which are utilized for or serve more than one Condominium unit, which items are, by these presents, hereby made a part of the common elements. Said unit owner, however, shall be deemed to own the walls and partitions which are contained in said unit owner's Condominium unit, and shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, and ceilings, including plaster, paint, wallpaper, etc.; however, all load bearing walls located within a Condominium unit are a part of the common elements to the unfinished surface of said walls and all load bearing walls and floors between the first floor and second floor of a two-story townhouse type unit, where applicable, located within a Condominium unit are a part of the common elements to the unfinished surface of said walls and said floors.

B. The owners of the respective Condominium units agree that if any portion of a Condominium unit or common element or limited common element encroaches upon another, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist. In the event a Condominium building or buildings are partially or totally destroyed and then rebuilt, the owners of the Condominium parcels agree that encroachments on parts of the common elements or limited common elements or Condominium units, as aforescribed, due to construction, shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist.

C. No owner of a Condominium parcel may exempt himself from liability for his contribution toward the common expenses by waiver of the use and enjoyment of any of the common elements or by the abandonment of his Condominium unit.

D. The owners of each and every Condominium parcel shall return the same for the purpose of ad valorem taxes with the Tax Assessor of the County wherein the Condominium is situate, or for such other future legally authorized governmental officer or authority having jurisdiction over same. Nothing herein shall be construed, however, as giving to any unit owner the right of contribution or any right of adjustment against any other unit owner on account of any deviation by the taxing authorities from the valuation herein prescribed, each unit owner to pay ad valorem taxes and special assessments as are separately assessed against his Condominium parcel.

For the purpose of ad valorem taxation, the interest of the owner of a Condominium parcel in his Condominium unit and in the common elements shall be considered a unit. The value of said unit shall be equal to the percentage of the value of the entire Condominium including land and improvements, as has been assigned to said unit and as set forth in this Declaration. The total of all of said percentages equals 100% of the value of all of the land and improvements thereon.

E. All provisions of this Declaration and Exhibits and Amendments thereof, shall be construed as covenants running with the land and of every part thereof and interest therein, including but not limited to every unit and the appurtenances thereto, and every unit owner and occupant of the property or any part thereof, or of any interest therein, and his heirs, executors, administrators, successors and

assigns shall be bound by all of the provisions of said Declaration and Exhibits and any Amendments thereof.

F. If any of the provisions of this Declaration or of the By-Laws, Articles of Incorporation of the Association, the Management Agreement, or of the Condominium Act, or any section, clause, phrase, word, or the application thereof, in any circumstance, is held invalid, the validity of the remainder of this Declaration, the By-Laws, Articles of Incorporation, and Management Agreement, or the Condominium Act, and of the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

G. Whenever notices are required to be sent hereunder, the same may be delivered to unit owners, either personally or by mail, addressed to such unit owners at their place of residence in the Condominium unless the unit owner has, by written notice duly receipted for, specified a different address. Proof of such mailing or personal delivery by the Association or the Management Firm shall be given by the Affidavit of the person mailing or personally delivering said notices. Notices to the Association shall be delivered by mail to the Secretary of the Association at the Secretary's residence in the Condominium or, in the case of the Secretary's absence, then to the President of the Association at his residence in the Condominium and, in his absence, any member of the Board of Directors of the Association.

Notices to the Developer shall be delivered by mail at: 10500 West Hillsboro Avenue, Tampa, Florida 33615, with a copy to 450 North Park Road, Fourth Floor, Hollywood, Florida 33021. Notices to the Management Firm shall be delivered by mail at: 10500 West Hillsboro Avenue, Tampa, Florida 33615, with a copy to 450 North Park Road, Fourth Floor, Hollywood, Florida 33021.

All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice, duly receipted for. Notices required to be given the personal representatives of a deceased owner or devisee, when there is no personal representative, may be delivered either personally or by mail to such party at his or its address appearing in the records of the Court wherein the estate of such deceased owner is being administered. The change of the mailing address of any party, as specified herein, shall not require an amendment to the Declaration of Condominium.

H. Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Developer or the Board of Directors from authorizing the removal of or removing any party wall between any Condominium units in order that the said units might be used together as one integral unit. Notwithstanding the foregoing, a party wall between any Condominium units will not be removed without the written consent and approval of the applicable and affected owners of the Condominium units. In each event, all assessments, voting rights and the share of the common elements shall be calculated as if such units were as originally designated on the Exhibits attached to this Declaration, notwithstanding the fact that several units are used as one, to the intent and purpose that the unit owner of such combined units shall be treated as the unit owner of as many units as have been so combined.

The Developer shall have the right to use a portion of the common elements of the Condominium property for the purpose of aiding in the sale of Condominium units including the right to use portions of the Condominium property for parking for prospective purchasers and such other parties as Developer determines. The foregoing right shall mean and include the right to display and erect signs, billboards and placards and store, keep and exhibit same and distribute audio and visual promotional materials upon the common elements of the Condominium property.

I. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and plural shall include the singular. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a Condominium.

J. The captions used in this Declaration of Condominium and Exhibits are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or Exhibits.

K. Subsequent to the filing of this Declaration of Condominium, the Condominium Association - when authorized by a vote of not less than three-fourths (3/4) of the total vote of the members of the Association and approved by the owners and holders of Institutional First Mortgages encumbering Condominium parcels who represent a majority of the dollar institutionally mortgaged indebtedness against the units in this Condominium may, together with other Condominium Associations and others, purchase and/or acquire and enter into agreements from time to time whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation and other use or benefit of the unit owners. The expense of ownership, rental membership fees, operations, replacements and other undertakings in connection therewith, shall be common expenses, together with all other expenses and costs herein or by law defined as common expenses. The provisions of this Paragraph K are paramount to and superior to Article VII of this Declaration as to the matters set forth in this paragraph.

L. Where an Institutional First Mortgage by some circumstance fails to be a First Mortgage, but it is evident that it is intended to be a First Mortgage, it shall, nevertheless, for the purpose of this Declaration and Exhibits, be deemed to be an Institutional First Mortgage.

M. If any term, covenant, provision, phrase or other element of the Condominium documents is held invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever, any other term, provision, covenant or element of the Condominium documents.

N. 1. THE DEVELOPER SPECIFICALLY DISCLAIMS ANY INTENT TO HAVE MADE ANY WARRANTY OR REPRESENTATION IN CONNECTION WITH THE PROPERTY OR THE CONDOMINIUM DOCUMENTS EXCEPT AS SPECIFICALLY SET FORTH HEREIN, AND NO PERSON SHALL

RELY UPON ANY WARRANTY OR REPRESENTATION NOT SO SPECIFICALLY MADE HEREIN. COMMON EXPENSES, TAXES, OR OTHER CHARGES ARE ESTIMATES ONLY AND NO WARRANTY, GUARANTEE OR REPRESENTATION IS MADE OR INTENDED, NOR MAY ONE BE RELIED UPON.

2. THE WARRANTY PROVISIONS OF FLORIDA STATUTE 718.203(1), (2), (3) AND (4) SHALL NOT APPLY TO THIS CONDOMINIUM BY VIRTUE OF THE PROVISIONS OF FLORIDA STATUTE 718.203(5) AND F.S. 718.402(1) AS OF THE DATE OF THE RECORDING OF THIS DECLARATION IN THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

3. THE DEVELOPER DOES NOT WARRANT TO THE ASSOCIATION AND UNIT OWNERS ANY PART OF THE CONDOMINIUM PROPERTY, EXCEPT THAT THE DEVELOPER EXPRESSLY WARRANTS THAT THE KITCHEN APPLIANCES, HOT WATER HEATER AND AIR-CONDITIONING AND HEATING UNIT FOR A PARTICULAR APARTMENT CONDOMINIUM UNIT, AT THE TIME OF CLOSING OF THE PARTICULAR UNIT WITH THE DEVELOPER, SHALL BE IN GOOD WORKING ORDER AND FURTHER, THE WARRANTY CONTAINED IN THIS SUBSECTION (3) IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES OR ANY OTHER OBLIGATION ON THE PART OF THE DEVELOPER.

4. THE DEVELOPER MAKES NO WARRANTY OF MERCHANTABILITY WITH RESPECT TO THE CONDOMINIUM PROPERTY AND CONDOMINIUM UNITS.

5. THE DEVELOPER MAKES NO WARRANTY WITH RESPECT TO THE CONDOMINIUM PROPERTY OR CONDOMINIUM UNITS AS TO FITNESS FOR A PARTICULAR PURPOSE.

6. THE PROPERTY BEING SUBMITTED TO CONDOMINIUM PURSUANT TO THIS DECLARATION OF CONDOMINIUM IS BEING SUBMITTED IN "AS IS" CONDITION.

7. THE TERM "CONDOMINIUM PROPERTY," OR "PROPERTY" WHERE USED IN THIS ARTICLE XIX.N. SHALL MEAN AND INCLUDE THE CONDOMINIUM BUILDING AND UNITS LOCATED THEREIN, THE IMPROVEMENTS THERETO, EQUIPMENT, MACHINERY AND FIXTURES LOCATED ON THE CONDOMINIUM PROPERTY, AND COMMON AND LIMITED COMMON ELEMENTS OF THE CONDOMINIUM.

8. THE CONDOMINIUM ASSOCIATION, BY ITS EXECUTION OF THIS DECLARATION OF CONDOMINIUM, APPROVES THE FOREGOING AND ALL OF THE COVENANTS, TERMS AND CONDITIONS, DUTIES AND OBLIGATIONS OF THIS DECLARATION OF CONDOMINIUM AND EXHIBITS ATTACHED HERETO. THE CONDOMINIUM UNIT OWNERS, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED OF CONVEYANCE AS TO THEIR CONDOMINIUM UNIT, AND OTHER PARTIES BY VIRTUE OF THEIR OCCUPANCY OF UNITS HEREBY APPROVE THE FOREGOING AND ALL OF THE TERMS AND CONDITIONS, DUTIES AND OBLIGATIONS OF THIS DECLARATION OF CONDOMINIUM AND EXHIBITS ATTACHED HERETO.

O. No Condominium parcel owner shall bring, or have any right to bring, any action for partition or division of the Condominium property.

P. The real property submitted to Condominium ownership herewith is subject to conditions, limitations, restrictions, reservations and all matters of record, and if applicable, any right of any governmental authority or agency as to any submerged land, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by the Developer for the

benefit of such persons as the Developer designates, and the said Developer shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion, and thereafter, the Association shall be empowered to grant such easements on behalf of its members. During the period of time that the Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. The right to grant the foregoing easements shall be subject to said easements not structurally weakening the building improvements upon the Condominium property nor unreasonably interfering with the enjoyment of the Condominium property by the Association's members. Where applicable, riparian and littoral rights as to the Condominium property are disclaimed by the Developer; however, the Association and its members shall have riparian and littoral rights as to the Condominium property as the Developer has at this time.

The Condominium Association and its members, the Developer and their successors, assigns and designees, by virtue of the execution of this Declaration and Exhibits are hereby granted an easement over, through and across the paved areas of the common elements and the limited common elements, other than the parking spaces, for vehicular and pedestrian purposes. The aforesaid parties are further granted a pedestrian easement over and across the common elements of the Condominium. The aforesaid easements shall also be for the benefit of all owners of a portion of the real property and persons resident upon the lands or portions of the lands which encompass this Condominium. The terms "street easement", "parking street easement", "access easement", "ingress and egress easement" and "roadway", "drive", or "drive or roadway easement", wherever used throughout this Declaration and Exhibits, shall mean the same and are for vehicular and/or pedestrian purposes as the context so requires.

The Developer and its designees shall have the right in its sole discretion and at such time as it desires, to enter on, over and across the Condominium property and the further right to use such portions of the Condominium property for construction purposes, and for maintenance purposes where the parties required to maintain same fail to do so.

Q. In order to insure the Condominium with adequate and uniform water service and sewerage disposal service, the Developer shall have and hereby reserves the exclusive right to contract for the servicing of said Condominium and the unit owners therein for said service. Pursuant to the foregoing, the Developer has, will or may contemporaneously herewith contract for the furnishing of said services and the Association and unit owners agree to pay the charges therefor pursuant to and to comply with all of the terms and conditions of said utility agreement. Where the applicable governmental authority does not provide waste and trash removal, the Developer shall have and hereby reserves the exclusive right to contract for the servicing of this Condominium and the unit owners therein to provide waste and trash removal with a private company providing said services, and the Association and unit owners agree to pay the charges therefor pursuant to and to comply with all of the terms and conditions of said waste and trash removal agreement. The Condominium Association and its members further agree that the Developer may enter into said agreement on behalf of and as agent for the Condominium Association and

its members. The said waste and trash removal agreement shall be for such period of time and upon such terms and conditions as the Developer determines in its sole discretion.

R. Notwithstanding the fact that the present provisions of the Condominium Act of the State of Florida are incorporated by reference and included herein thereby, the provisions of this Declaration and Exhibits shall be paramount to the Condominium Act as to those present provisions where permissive variances are permitted; otherwise, the present provisions of said Condominium Act shall prevail and shall be deemed incorporated therein.

S. The provisions of F.S. 718.303(1) entitled "Remedies for Violation" shall be in full force and effect and are incorporated herein. The Association may bring an action pursuant to the Statute aforescribed.

T. Each unit owner, future unit owner, lessee, sublessee, heir or occupant must obtain the approval of the Association as to the matters specified in Article XI hereof, and as provided herein. The approval of the Association shall not be unreasonably withheld. The consent of the Board of Directors shall be in recordable form. The special provisions of Article XI.B.6 of this Declaration of Condominium shall be deemed applicable to this provision.

U. Escrow Account for Insurance and Certain Taxes:-
There may be established and maintained, as determined by the Board of Directors, in a local, national or state Bank, or a Federal or State Savings and Loan Association, two (2) interest-bearing Savings and Deposit Accounts, in order to accumulate sufficient monies for the following purposes:

1. To pay all insurance premiums for the insurance on the Condominium property obtained and purchased by the Association, pursuant to Article XII of this Declaration; and,

2. To pay all real and personal property taxes assessed by the taxing authorities aforescribed for property owned by the Condominium, or taxes which the Condominium is required to pay as part of its common expenses, which taxes are not included in the taxes assessed by the taxing authorities against the individual Condominium parcels.

These accounts shall be maintained in the state or national bank or State or Federal Savings and Loan Association owning and holding the highest dollar amount of indebtedness of institutional first mortgages owing against the Condominium units. Where said Institutional First Mortgagee is not a state or national bank or State or Federal Savings and Loan Association, said accounts shall be maintained in one of the foregoing as selected by said Institutional First

Mortgagee. These accounts shall have the right of withdrawal restricted to a joint request by the Board of Directors and the Institution holding the first recorded mortgage encumbering a unit, and thereafter, the Institution having the highest dollar amount of indebtedness on units.

If, for any reason, the Association does not pay the real property taxes assessed as to Item 2. above within sixty (60) days after these taxes are permitted by law to be paid, then the Institution having the right of withdrawal, as aforescribed, shall have undisputed right to withdraw, without the written consent of the Board of Directors, such sums of money as are necessary to pay Item 2. Similarly, in the event the annual premium as to Item 1. above is not paid on or before its due date, said Institution having the right of withdrawal, as aforescribed, shall have the right, without the necessity of securing the written consent of the Board of Directors, to withdraw such sums of money as are necessary to pay the then due premiums.

Should a Condominium unit owner fail to pay that portion of the monthly assessment relating to Items 1. and 2. above within thirty (30) days from its due date, the Association shall have the right, but it is not required, to advance the necessary funds so as to deposit the required monthly sum into the Savings Deposit Accounts. The Association shall have a lien for all sums so advanced, together with interest thereon. It shall also have the right to assign its lien to any unit owner or group of unit owners, or to any third party. In the event the Association does not advance funds, as aforesaid, the holder of an Institutional First Mortgage on the delinquent unit, or the Institution having the right of withdrawal, as aforesaid, or the Institution shall have a lien for all sums so advanced, and may bring suit to foreclose the interest of the delinquent Condominium unit owner in his Condominium unit. The Condominium unit owners herein consent to the establishment of such lien as a result of these advances in favor of the Institution(s), or the Association, as aforescribed. However, no such foreclosure action may be brought by said Institution or individual or group of individuals, where the necessary funds are advanced until the delinquent unit owner has received not less than ten (10) days written notice in this regard.

V. The prior owners of the property being submitted to condominium, on June 21, 1973 entered into a Commercial Right of Entry Agreement with Teleprompter Corporation which Agreement granted to Teleprompter Corporation the exclusive right to install, own, operate and maintain a community antenna television system within the condominium property. A copy of said Agreement is attached hereto as Exhibit No. 6 and made a part hereof as though fully set forth herein. The association, by its execution of the Declaration, and unit owners, by virtue of their membership in the association, hereby approve and ratify said Agreement and agree to be bound by the terms and conditions thereof.

XX.

CONDEMNATION - EMINENT DOMAIN

In the event of a taking by condemnation or eminent domain of all or a part of the Condominium, regardless of

the amount of such taking, this Condominium may only be terminated in the manner provided in Article XVI of this Declaration as to voluntary termination. Subject to the foregoing, the applicable provisions under Article XII.B of this Declaration shall apply to the foregoing, including without limitation, provisions affecting receipt and disbursement of the Condominium award, responsibilities of the Insurance Trustee, the disbursement of monies by the Insurance Trustee toward the cost of repair or restoration and, where applicable, to the unit owners. All awards under the provisions of this Article shall be paid to the Insurance Trustee and all monies held by the Insurance Trustee shall be disbursed for repair and restoration; however, where applicable, monies held by the Insurance Trustee for unit owners shall be disbursed to the unit owner and holder of a first mortgage on a unit in place of the unit owner, pursuant to the applicable provisions under Article XII.B of this Declaration. Where the award is not sufficient to cover the cost of repair or restoration and this Condominium is not terminated pursuant to the applicable provisions for voluntary termination, as provided in Article XVI of this Declaration, the Association shall immediately determine and levy such assessment against the applicable units in this Condominium as are deemed necessary to cover the cost of such repair or restoration, pursuant to the applicable provisions of Article XII.B.2. The Condominium property and improvements thereon remaining after a taking by condemnation or eminent domain must be repaired or restored, as the case may be, as herein provided, unless this Condominium is voluntarily terminated pursuant to Article XVI of this Declaration. Such taking by condemnation or eminent domain shall not disturb the first lien priority of a first mortgage encumbering a unit except to the extent as is specifically provided herein.

XXI.

MANAGER'S APARTMENT UNIT AND MANAGER'S OFFICE

Condominium Unit 28A1 is hereby designated by the Developer as the Manager's Apartment Unit to be used for the residential living quarters of a resident Manager. Condominium Unit 26B4 is hereby designated by the Developer as the Manager's Office, to be used as a Management office for the Condominium by the resident Manager. The purchase price for the Manager's Apartment Unit shall be \$31,000.00 and the purchase price for the Manager's Office shall be \$23,500.00 making a total purchase price of \$54,500.00. The purchase price for the Manager's Apartment and the Manager's office shall be payable as follows:

(1) \$10,900.00 shall be the down payment at closing and shall be paid by the unit owners (the Association and its members hereby authorize the Developer to charge and collect the down payment of \$10,900.00 from the start up fund created as provided in the initial unit owner's Purchase Agreement as to their individual condominium unit).

(2) The balance of the purchase price shall be obtained by the Association creating or assuming a Conventional Institutional First Mortgage encumbering the Manager's Apartment and Manager's Office, or, should Developer agree, by a purchase money first mortgage in favor of the Developer. The interest rate and term of the aforesaid mortgage shall be determined by the Lender or

Developer, as the case may be. All mortgage fees, costs or expenses related thereto and the costs or expenses of conveying said Manager's Apartment and Manager's Office from the Developer to the Association shall be paid by the Developer. Title to the Manager's Apartment and Manager's Office shall be conveyed to the Association subject to the mortgage as described above and all matters set forth in the Declaration of Condominium. The common expense assessments and special assessments due from the Manager's Apartment and the Manager's Office shall be a common expense of this Condominium and all electrical utilities of the Manager's Apartment and the Manager's Office and other utilities, if applicable, except the Manager's personal telephone calls, shall be a common expense of this Condominium.

XXII.

BAY PORT COLONY PROPERTY OWNERS ASSOCIATION, INC.

The Association and each Condominium unit owner are members of the Bay Port Colony Property Owners Association, Inc., a Florida corporation not for profit, and each condominium unit owner, by virtue of the ownership of a condominium unit in this Condominium, shall be bound by the terms, conditions, duties, liabilities and obligations under the "Declaration of Covenants, Conditions and Restrictions," Exhibits and Amendments thereto, if any, and the "Association's Articles of Incorporation and Bylaws." The Condominium unit owners, by virtue of their acceptance of the Deed of Conveyance as to their units, acknowledge that the aforesaid Bay Port Colony Property Owners Association, Inc. has certain rights which supersede and are paramount to the rights of the Association, as more particularly provided in the instruments previously referred to in this Article, including the right of Bay Port Colony Property Owners Association, Inc. to levy assessments against the Association and the units in this Condominium and the lien rights in favor of said Bay Port Colony Property Owners Association, Inc. and other rights, as more fully set forth in said instruments. The aforesaid "Declaration of Covenants, Conditions and Restrictions" Exhibits and Amendments thereto, if any, which are on file in the Public Records of Hillsborough County, Florida, and the said Association's Articles of Incorporation (as amended and restated) and Bylaws are attached to this Declaration as composite Exhibit No. 5 with the same force and effect as though they were fully set forth herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in their name by their proper officers and their Corporate Seal to be affixed, this 20th day of November, 1979.

Signed, Sealed and Delivered
in the Presence of:

NORTH BAY REALTY
COMPANY ONE, an Illinois
Limited Partnership

By: PARKER TAMPA ONE, INC.,
a Florida Corporation,
General Partner

Mary E. Anderson
Mary E. Anderson

By: Larry Weinstein (SEAL)
Larry Weinstein, President

NORTH BAY REALTY
COMPANY TWO, an Illinois
Limited Partnership

By: PARKER TAMPA ONE, INC.
a Florida corporation,
General Partner

By: Larry Weinstein (SEAL)
Larry Weinstein, President

(DEVELOPERS)

Mary E. Conde
Mary E. Callender

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally ap-
peared LARRY MEINSTEIN, to me well known to be the person
described in and who executed the foregoing instrument as
President of PARKER TAMPA ONE, INC., a Florida corporation,
as General Partner of NORTH BAY REALTY COMPANY ONE, an
Illinois Limited Partnership and as General Partner of NORTH
REALTY COMPANY TWO, an Illinois Limited Partnership, and he
acknowledged before me that he executed such instrument as
such Officer of said Corporation, and that the Seal affixed
thereto is the Corporate Seal of said Corporation, and was
affixed to said instrument by due and regular corporate
authority, and that said instrument is the free act and deed
of said Corporation for the purposes therein expressed.

WITNESS my hand and official seal at the State and
County aforesaid, this 20th day of November, 1979.

Mary E. Conde (SEAL)
Notary Public
State of Florida at Large

My commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 24 1979
BONDED THRU GENERAL INS. UNDERWRITERS.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof
is hereby acknowledged, NORTH BAY VILLAGE CONDOMINIUM ASSO-
CIATION, INC., a Florida Corporation not for profit, hereby
agrees to accept all of the benefits and all of the duties,
responsibilities, obligations and burdens imposed upon it by
the provisions of this Declaration of Condominium and Exhibits.

IN WITNESS WHEREOF, NORTH BAY VILLAGE CONDOMINIUM
ASSOCIATION, INC., a Florida Corporation not for profit, has
caused these presents to be signed in its name by its Presi-
dent, and its Corporate Seal affixed, attested by its Secre-
tary, this 20th day of November, 1979.

Signed, Sealed and Delivered
in the Presence of:

Mary E. Conde
Mary E. Callender

NORTH BAY VILLAGE
CONDOMINIUM ASSOCIATION, INC.
By: Larry Weinstein (SEAL)
Larry Weinstein, President

Attest: Arthur Blechman (SEAL)
Arthur Blechman Secretary

(ASSOCIATION)

OFF. REC. 3595 PG 427

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared LARRY MEINSTEIN and Arthur Blech^{well} to me well known to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not for profit, and they severally acknowledged before me that they executed such instrument as such Officers of said Corporation, and that the Seal affixed thereto is the Corporate Seal of said Corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said Corporation.

WITNESS my hand and official seal at the State and County aforesaid, this 20th day of November, 1979.

Murray E. Conley (SEAL)
Notary Public
State of Florida at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 24 1979
BOLDED JINJ GENERAL INS. UNDERWRITERS

JDK6A

C O N S E N T

THE UNDERSIGNED, as the Owner and Holder of a Mortgage encumbering the lands described in the Declaration of Condominium to which this instrument is attached, consents to and joins in said Declaration of Condominium of NORTH BAY VILLAGE CONDOMINIUM, and the undersigned hereby specifically subordinates the lien of its mortgage as to the land in the aforescribed Declaration of Condominium and Exhibits thereto, which are designated as easements.

THIS INSTRUMENT is executed by the undersigned for the purpose of complying with and pursuant to the applicable provisions of F.S. 718.

THE CHASE MANHATTAN BANK, N.A.

BY: *Robert R. Smith*
ROBERT R. SMITH, Vice President

STATE OF NEW YORK)
COUNTY OF NEW YORK)-ss:

The foregoing instrument was acknowledged before me this 31st day of February, 1979, by ROBERT R. SMITH, as Vice President of The Chase Manhattan Bank, N.A., a New York banking corporation, on behalf of the corporation.

Jaime S. Montana
NOTARY PUBLIC

My Commission Expires:

March 30, 1981

JAIME S. MONTANA
NOTARY PUBLIC, State of New York
No. 36-011-459
Qualified in New York County
Certificate filed in New York County
Commission Expires March 30, 1981



NORTH BAY VILLAGE CONDOMINIUM

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FOR
BY-LAWS

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CERTIFICATE OF AMENDMENT
TO THE BY-LAWS
OF
NORTH BAY VILLAGE CONDOMINIUM

NOTICE IS HEREBY GIVEN that the By-Laws of NORTH BAY VILLAGE CONDOMINIUM, a Condominium as originally recorded in Official Record Book 3595, at page 385, et seq, in the Public Records of Hillsborough County, Florida, be and is hereby amended, pursuant to the procedures set forth in Chapter 718, Florida Statutes, and the Declaration of Condominium, and upon a vote of not less than fifty-one percent (51%) of the unit owners of NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC., is amended in the following manner:

1. That the By-Laws of NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC., originally recorded at O.R. Book 3595, Page 442, et seq., of the Public Records of Hillsborough County, Florida, are hereby amended in accordance with the schedule of amendments to By-Laws attached hereto as Exhibit "A" and by reference, made a part hereof.

IN WITNESS WHEREOF, NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC., has caused these Amendments to the By-Laws and its exhibits for NORTH BAY VILLAGE CONDOMINIUM to be signed in its name by the President, and the Corporate Seal affixed.

NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC.

BY: Allen Sher, President
ALLEN SHER, President

Signed, sealed and delivered
in the presence of:

Bess Annandis
WITNESS

"CORPORATE SEAL"

Marilyn Comer
WITNESS

Attested to by its Secretary, this 16th day of July, 1982,
in Tampa, Hillsborough County, Florida.

BY: Margaret Langford
Secretary

LAW OFFICES OF
DUNBAR, JUNEAU
ROMAN & ANDERSON
P.A.
TAMPA, FLORIDA 33601
TELEPHONE 813-288-1111
FACSIMILE 813-288-1111

INT. FAX
BUS. FAX
DO. STP
REG. CO
ACC. NUM
INT. FAX
REG. CO
2-36

JAMES F. TAYLOR, JR.
CLERK OF CIRCUIT COURT
RECORDING DEPT.
HILLSBOROUGH COUNTY
TAMPA, FL 33604

MP 3976 7-1494

SCHEDULE OF AMENDMENTS
TO
BY-LAWS
OF
NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC.

1. ARTICLE IV, Section 1, of the By-Laws is amended to read as follows:

Section 1. Number, Term and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) nor more than nine (9) persons, as is determined from time to time by the members. All Officers of a Corporate unit owner shall be deemed to be members of the Association so as to qualify as a Director herein. ~~The term of each Director's service shall extend until the next annual meeting of the members, and thereafter until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below.~~ The term of office of each member of the Board of Directors shall be for a period of two (2) years and each member shall serve until the annual meeting of the membership in the year in which his term expires and subsequently, until his successor is duly elected and qualified, or until he is removed in a manner elsewhere provided; provided, however, that the Board members elected at the members meeting during calendar year 1982, from even numbered seats shall serve for a term which shall expire at the annual members meeting to be held in calendar year 1983. All Directors shall be members of the Association, provided, however, that ~~all Director(s) that the Developer is entitled to elect or designate need not be members.~~ Notwithstanding the provisions of the first sentence in this Section, the Developer shall be entitled to determine from time to time the number of the Directors that will govern the affairs of the Association until such time as the Developer is no longer entitled to elect or designate Directors or a Director, pursuant to ~~75r-710,301x.~~ The Developer shall be entitled to elect or

WITNESSES
DUNBAR DUNBAR
ROMAN & ANDERSON
P.A.
1982-11-18
NORTH BAY VILLAGE
ASSOCIATION, INC.

designate all of the Directors of the Association subject to the permanent provisions of the P.S. 718,301(1) and pursuant to said P.S. 718,301(1); when unit owners other than the Developer own 15% or more of the units in a Condominium that will be operated by the Association, said unit owners, other than the Developer, shall be entitled to elect one-third of the members of the Board of Directors and when unit owners, other than the Developer, are entitled to elect not less than a majority of the members of the Board of Directors, pursuant to the aforesaid Statute, the number of Directors that shall govern the affairs of the Association shall be determined by the Developer for the period of time herein before provided and during that period of time that the unit owners are entitled to elect not less than a majority of the members of the Board of Directors, they shall only be entitled to elect a simple majority of the members of the Board of Directors and the remaining Directors shall be elected or designated by the Developer. shall be elected or designated by the Developer subject to the limitations of the aforesaid Statute. All of the applicable provisions of P.S. 718,301, subject to the terms and provisions hereinbefore set forth, shall be deemed incorporated herein; however, said terms and provisions shall be limited and deemed amended to comply with the applicable provisions of P.S. 718,301 where such provisions of said Statute are determined as a matter of law to apply to and be paramount to the aforesaid terms and provisions of this Section. The use of the term "unit owner" in this Section and pursuant to P.S. 718,301(1), where applicable, means Voting Members, pursuant to Article II, Section 5 of these By-Laws.

2. ARTICLE VI, Section 5, of the By-Laws is amended to read as follows:

"Section 5. Application of Payments and Co-Mingling of Funds. All sums collected by the Association from assessments may

1000 LANTANA BLVD
DUNBAR DUNBAR
DUNBAR & ANDERSON
PA
THE ASSOCIATION'S
DUPLICATE
SHOULD BE SENT TO
215-222-2100

HL3976 R1496

be co-mingled in a single fund or divided into more than one fund as determined by the Board of Directors of the Association. All assessment payments by a unit owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, expenses and advances, as provided herein and in the Declaration of Condominium, and general or special assessments in such manner and amounts as the Board of Directors determines in its sole discretion. The Management Firm may not co-mingle the Association's funds with the funds of others for whom it is acting as Manager."

LOW OFFICE OF
DUNBAR DUNBAR
ALANAN B. ANDERSON
P.A.
1000 EAST BROAD STREET
P.O. BOX 11000
RICHMOND, VA 23211
(804) 788-2100

71:3976 1497

SCHEDULE OF AMENDMENTS
TO
BY-LAWS
OF
NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC.

1. ARTICLE IV, Section 1, of the By-Laws is amended to read as follows:

Section 1. Number, Term and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) nor more than nine (9) persons, as is determined from time to time by the members. All Officers of a Corporate unit owner shall be deemed to be members of the Association so as to qualify as a Director herein. ~~The term of each Director's service shall extend until the next annual meeting of the members, and thereafter, until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below.~~ The term of office of each member of the Board of Directors shall be for a period of two (2) years and each member shall serve until the annual meeting of the membership in the year in which his term expires and subsequently, until his successor is duly elected and qualified, or until he is removed in a manner elsewhere provided; provided, however, that the Board members elected at the members meeting during calendar year 1982, from even numbered seats shall serve for a term which shall expire at the annual members meeting to be held in calendar year 1981. All Directors shall be members of the Association, ~~provided, however, that all Director(s) that the Developer is entitled to elect or designate need not be members.~~ Notwithstanding the provisions of the first sentence in this Section, the Developer shall be entitled to determine from time to time the number of the Directors that will govern the affairs of the Association until such time as the Developer is no longer entitled to elect or designate Directors or a Director, pursuant to ~~Pr 57-718.301y--The Developer shall be entitled to elect or~~

ATTORNEYS AT LAW
DUNBAR DUNBAR
ROMAN & ANDERSON
P.A.
1000 BAYVIEW BLVD
SUITE 2000
DUNBAR PA 17015
610 281-2100

*16.00 fee 700

PL 8938 re 1717

CERTIFICATE OF AMENDMENT
TO THE BY-LAWS
OF
NORTH BAY VILLAGE CONDOMINIUM

JAMES F. TAYLOR, JR.
COUNTY CLERK
HILLSBOROUGH COUNTY
TAMPA, FLORIDA

NOTICE IS HEREBY GIVEN that the By-Laws of NORTH BAY VILLAGE CONDOMINIUM, a Condominium as originally recorded in Official Record Book 3595, at page 385, et seq., in the Public Records of Hillsborough County, Florida, is hereby amended, pursuant to the procedures set forth in Chapter 718, Florida Statutes, and the Declaration of Condominium and upon unanimous approval of Board of Directors of the Association and an affirmative vote of the voting members of the Association, casting a majority of the total votes of said Association, the owners of NORTH BAY VILLAGE CONDOMINIUM, is amended in the following manner:

INITIAL _____
SURTAX _____
DOCS & FEES _____
RECORD _____
10.00
A.C.R.M.
1-172

1. The By-Laws are hereby amended to read as shown on the Schedule of Amendments to the By-Laws of NORTH BAY VILLAGE CONDOMINIUM, attached hereto and by reference made a part hereof as Exhibit "A".

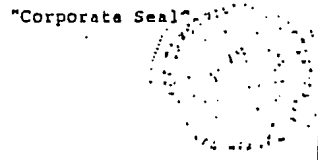
IN WITNESS WHEREOF, NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC., has caused these Amendments to the By-Laws and the Exhibits attached hereto for NORTH BAY VILLAGE CONDOMINIUM to be signed in its' name by the President and the Corporate Seal affixed, attested to by its' Secretary, this 20th day of April 1982, in Tampa, Hillsborough County, Florida.

RETURN TO: Allen Sher
c/o Pictory Real Estate, Inc.
3040 Gulf-to-Bay Blvd.
Clearwater, Florida 33519
ENV

NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC
BY: Allan Sher
ALLAN SHER, President

Signed, sealed and delivered
in the presence of:

WITNESS
Carol A. Stussing
WITNESS



Attest:
by: Maureen Lyng
Secretary

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME, personally appeared Allan Sher

US NOTARY IN
DUNBAR DUNBAR
ROMAN & ANDERSON
P.A.
1000 BAYVIEW BLVD
SUITE 1100
MIAMI BEACH, FLORIDA
33139

Wt. 5538, 161718

and Margaret Boylefield, to me well known and known to me to be the President and Secretary, respectively, of NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC., and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 20th day of April, 1982.

David C. Keith
NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR 6 1983
BOOKED 2881 GENERAL REG. UN21-411110



LAW OFFICES OF
DUNBAR DUNBAR,
ROMAN & ANDERSON
P.A.
1000 BAYSHORE BLVD
SUITE 200
MIAMI, FLA 33134
305-371-1100

RE: 3938, 1719

SCHEDULE OF AMENDMENTS
TO THE BY-LAWS
OF
NORTH BAY VILLAGE CONDOMINIUM

1. ARTICLE 2.

Section 3. of the By-Laws is amended to read as follows:

Section 3. QUORUM. Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority thirty-four percent (34%) of the members' total votes shall constitute a quorum.

Prepared to: return to: return to: Thom
341
Tamp REC 33606 ✓

COPIES TIME 04 46P
B436 101 0005 090CB4
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CA 9.00

RECORD VERIFIED
James F. Taylor, Jr.
Clerk of Circuit Court
Hillsborough County, Fla.
By Kathy L. Batson, D.C.

CERTIFICATE OF AMENDMENT
TO
BY-LAWS
OF

REC. 44286 104

NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC.

NOTICE IS HEREBY GIVEN that the By-Laws of NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC., a condominium association, as recorded in Official Records Book 3595, at Page 385, in the Public Records of Hillsborough County, Florida, be and the same are, hereby amended in accordance with Exhibit "A" attached thereto and entitled "Amendment to By-Laws of North Bay Village Condominium Association, Inc."

Said amendment was adopted by a vote of not less than a majority of the unit owners after adoption of a resolution proposing such amendments by the Board of Directors and after notice being given to all unit owners of the subject matter of the proposed amendments prior to the meeting on October 2, 1984 at which the proposed amendments were adopted.

IN WITNESS WHEREOF, NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC., has caused these amendments to the By-Laws of NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC. to be executed in its name by the President, and the corporate seal affixed, and attested to by its Secretary, this 8 day of OCTOBER, 1984, at TAMPA, Hillsborough County, Florida

Signed, sealed and delivered in the presence of:

NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC.

TAX
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Allen M. Pulman

By Shel Dobbie
President

JAMES F. TAYLOR, JR.
CLERK CIRCUIT COURT
RECORDING DEPT.
HILLSBOROUGH CO.
TAMPA, FL 33601

ATTEST:

By Margaret B. Loughheed
Secretary

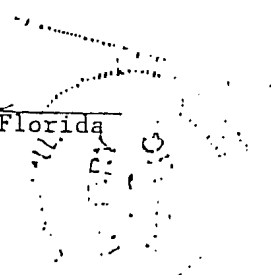
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME, a Notary Public, this day personally appeared Shel Dobbie and Margaret Loughheed to me well known to be the President and Secretary, respectively, of NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION INC., and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 8th day of October, 1984.

James A. Hill
NOTARY PUBLIC - State of Florida

My Commission Expires:
NOTARY PUBLIC, State of Florida
My Commission Expires Feb. 22, 1988



AMENDMENTS TO
BY-LAWS
OF
NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC.

Article IX (recorded at O.R. Book 3595 at pages 455 & 456,
is amended by adding a new section 3 to read as follows:

Section 3. Fee for Voluntary Sale or Transfer. The Board of
Directors shall fix and determine from time to time a fee which
shall be charged to a unit owner in connection with the Board
exercising the right of approval of sales, leases and rentals
described in Article XI of the Declaration of Condominium. In no
event shall such fee exceed the sum of fifty dollars (\$50.00).

BY - LAWS

OF

FLORIDA NON-PROFIT CORPORATION

ARTICLE I

IDENTITY

The following By-Laws shall govern the operation of the Condominium created by the Declaration of Condominium to which these By-Laws are attached.

The Association whose name appears at the end of this instrument is a Florida Corporation not for profit, organized and existing under the laws of the State of Florida for the purpose of administering (but not exclusively unless so provided in the Association's Articles of Incorporation) the Condominium created by the Declaration of Condominium to which these By-Laws are attached.

Section 1. The office of the Association shall be at the Condominium property or at such other place as may be subsequently designated by the Board of Directors.

Section 2. The Seal of the Corporation shall bear the name of the Corporation, the word "Florida", the words "Corporation not for profit", and the year of incorporation.

Section 3. As used herein, the word "Corporation" shall be the equivalent of "Association", as defined in the Declaration of Condominium to which these By-Laws are attached. All other words, as used herein, shall have the same definitions as attributed to them in the Declaration of Condominium to which these By-Laws are attached. As used herein and in the Declaration of Condominium to which these By-Laws are attached and the other Exhibits to said Declaration of Condominium, the terms "Board of Directors" and "Board of Administration" are synonymous.

ARTICLE II

MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership in the Association shall be limited to owners of the Condominium units in the Condominium wherein this Corporation has been designated the Association to operate and administer said Condominium by virtue of the Declaration of Condominium of said Condominium. Transfer of unit ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If unit ownership is vested in more than one person, then all of the persons so owning said unit shall be members eligible to hold office, attend meetings, etc., but, as hereinafter indicated, the vote of a unit shall be cast by the "voting member". If unit ownership is vested in a Corporation, said Corporation may designate an individual officer or employee of the Corporation as its "voting member".

Any application for the transfer of membership or for a conveyance of an interest in, or to encumber or lease a Condominium parcel, where the approval of the Association is required, as set forth in these

By-Laws and the Declaration of Condominium to which they are attached, shall be accompanied by an application fee in an amount to be set by the Board of Directors to cover the cost of contacting the references given by the applicant, and such other costs of investigation that may be incurred.

Section 2. Voting.

(a) The owner(s) of each Condominium unit shall be entitled to one (1) vote for each Condominium unit owned. If a Condominium unit owner owns more than one (1) unit, he shall be entitled to vote for each unit owned. The vote of a Condominium unit is not divisible.

(b) A majority of the members' votes at a duly constituted meeting pursuant to Section 3, Article II, of these By-Laws shall decide any question unless the Declaration of Condominium, By-Laws or Articles of Incorporation of the Association provide otherwise, in which event the voting percentage required in the said Declaration of Condominium, By-Laws or Articles of Incorporation shall control.

Section 3. Quorum. Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the members' total votes shall constitute a quorum. ^{of record} 3938 & 1719

Section 4. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5) and shall be filed with the Secretary prior to the meeting in which they are to be used and shall be valid only for the particular meeting designated therein. Where a unit is owned jointly by a husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated. Proxies shall only be effective for the specific meeting for which originally given and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which the proxy was given. 34% Fullt
Amended
Proxies

Section 5. Designation of Voting Member. If a Condominium unit is owned by one person, his right to vote shall be established by the recorded title to the unit. If a Condominium unit is owned by more than one (1) person, the person entitled to cast the vote for the unit shall be designated in a Certificate, signed by all of the recorded owners of the unit and filed with the Secretary of the Association. If a Condominium unit is owned by a Corporation, the officer or employee thereof entitled to cast the vote of the unit for the Corporation shall be designated in a Certificate for this purpose signed by the President or Vice-President, attested to by the Secretary or Assistant Secretary of the Corporation, and filed with the Secretary of the Association. The person designated in such Certificate who is entitled to cast the vote for a unit shall be known as the "voting member". If such a Certificate is not on file with the Secretary of the Association for a unit owned by more than one person or by a Corporation, the vote of the unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the unit, except if said unit is owned by a husband and wife. Such Certificates shall be valid until revoked or until superseded by a subsequent Certificate or until a change in the ownership of the unit concerned takes place. If a Condominium unit is owned jointly by a husband and wife, the following three provisions are applicable thereto:-

(a) They may, but they shall not be required to, designate a voting member.

(b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As previously provided, the vote of a unit is not divisible.)

(c) Where they do not designate a voting member and only one is present at a meeting, the person present may cast the unit vote just as though he or she owned the unit individually and without establishing the concurrence of the absent person.

ARTICLE III

MEETING OF THE MEMBERSHIP

Section 1. Place. All meetings of the Association membership shall be held at the Condominium property, or at such other place and at such time as shall be designated by the Board of Directors and stated in the notice of the meeting.

Section 2. Notices. It shall be the duty of the Secretary to mail or deliver a notice of each annual or special meeting, stating the time and place thereof to each unit owner of record at least fourteen (14) but not more than thirty (30) days prior to such meeting, and to post at a conspicuous place on the property a copy of the notice of said meeting at least fourteen (14) days prior to said meeting. The provisions of this Section, where applicable, shall be modified by the paramount provisions of F.S. 718.112(2)(f) and F.S. 718.301(1) and (2). Notice of any annual or special meeting shall state the purpose thereof and said meeting shall be confined to the matters stated in said notice. All notices shall be mailed to or served at the address of the unit owner as it appears on the books of the Association and posted as hereinbefore set forth provided, however, that notice of annual meetings shall be mailed in accordance with F.S. 718.112(2)(d).

Section 3. Annual Meeting. The annual meeting for the purpose of electing Directors and transacting any other business authorized to be transacted by the members shall be held once in each calendar year at such time and on such date in each calendar year as the Board of Directors shall determine. At the annual meeting the members shall elect by plurality vote (cumulative voting prohibited), a Board of Directors and shall transact such other business as may properly be brought before the meeting.

Section 4. Special Meeting. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by Statute, may be called by the President, and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of voting members representing twenty-five (25%) percent of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the matters stated in the notice thereof. The provisions of this Section, where applicable, shall be modified by the paramount provisions of F.S. 718.111(2)(f) and F.S. 718.301(1) and (2).

Section 5. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than three-fourths (3/4ths) of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all members unless all members approve such action.

Section 6. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 7. Approval or Disapproval. of a unit owner upon any matter, whether or not the subject of an Association meeting, shall be by the voting members provided, however, that where a unit is owned jointly by a husband and wife and they have not designated one of them as a voting member, their joint approval or disapproval shall be required where they are both present, or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

Section 8. The Management Firm shall be entitled to notice of all Association meetings and shall be entitled to attend the Association's meetings and they may designate such person(s) as they desire to attend such meetings on their behalf.

ARTICLE IV

DIRECTORS

Section 1. Number, Term and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) nor more than nine (9) persons, as is determined from time to time by the members. All Officers of a Corporate unit owner shall be deemed to be members of the Association so as to qualify as a Director herein. The term of each Director's service shall extend until the next annual meeting of the members, and thereafter, until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below. All Directors shall be members of the Association provided, however, that all Director(s) that the Developer is entitled to elect or designate need not be members. Notwithstanding the provisions of the first sentence in this Section, the Developer shall be entitled to determine from time to time the number of the Directors that will govern the affairs of the Association until such time as the Developer is no longer entitled to elect or designate Directors or a Director, pursuant to F.S. 718.301. The Developer shall be entitled to elect or designate all of the Directors of the Association subject to the paramount provisions of F.S. 718.301(1) and pursuant to said F.S. 718.301(1), when unit owners other than the Developer own 15% or more of the units in a Condominium that will be operated by the Association, said unit owners, other than the Developer, shall be entitled to elect one-third of the members of the Board of Directors and when unit owners, other than the Developer, are entitled to elect not less than a majority of the members of the Board of Directors

pursuant to the aforesaid Statute, the number of Directors that shall govern the affairs of the Association shall be determined by the Developer for the period of time hereinbefore provided and during that period of time that the unit owners are entitled to elect not less than a majority of the members of the Board of Directors, they shall only be entitled to elect a simple majority of the members of the Board of Directors and the remaining Directors shall be elected or designated by the Developer subject to the limitations of the aforesaid Statute. All of the applicable provisions of F.S. 718.301, subject to the terms and provisions hereinbefore set forth, shall be deemed incorporated herein; however, said terms and provisions shall be limited and deemed amended to comply with the applicable provisions of F.S. 718.301 where such provisions of said Statute are determined as a matter of law to apply to and be paramount to the aforesaid terms and provisions of this Section. The use of the term "unit owner" in this Section and pursuant to F.S. 718.301(1), where applicable, means Voting Members, pursuant to Article II, Section 5 of these By-Laws.

Section 2. First Board of Directors.

(a) The first Board of Directors who shall hold office and serve until the first annual meeting of members and until their successors have been elected and qualified, shall consist of the following:

Larry Meinstein
 Roy Flack
 Jack English

(b) The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

Section 3. Removal of Directors. Subject to the provisions of F.S. 718.301, any one or more of the Directors may be recalled and removed from office, with or without cause, by the affirmative vote of the voting members or agreement in writing by a majority of all voting members, and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section 4 below. A special meeting of the members to recall a Director or Directors may be called by ten (10%) percent of the members giving notice of the meeting as required for a special meeting of members and the notice shall state the purpose of the meeting.

Section 4. Vacancies on Directorate. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

Section 5. Disqualification and Resignation of Directors. Any Director may resign at any time by sending a

written notice of such resignation to the office of the Corporation, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the organizational meeting of a newly elected Board of Directors following the first annual meeting of the members of the Association, more than three (3) consecutive absences from regular meetings of the Board of Directors, unless excused by resolution of the Board of Directors, shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors. Commencing with the Directors elected at such first annual meeting of the membership, the transfer of title of his unit by a Director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an assessment, and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

Board Meeting

Section 6. Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall, nevertheless, be given to each Director personally or by mail, telephone or telegraph at least five (5) days prior to the day named for the meeting and notices of such meetings shall be posted conspicuously on the Condominium property at least 48 hours in advance of such meeting except in an emergency.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the President and, in his absence, by the Vice-President or by a majority of the members of the Board of Directors by giving five (5) days' notice in writing to all of the members of the Board of Directors of the time and place of said meeting. All notices of special meetings shall state the purpose of the meeting and a copy of same shall be posted conspicuously on the Condominium property at least 48 hours in advance of such meeting except in an emergency.

Section 8. Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 9. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the Minutes thereof, shall constitute the presence of such Director for the purpose of determining a quorum.

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Section 10. Compensation. The Directors' fees, if any, shall be determined by the Voting Members.

Section 11. The Management Firm shall be entitled to attend the Directors' meetings and it may designate such person(s) as it desires to attend such meetings on its behalf.

Section 12. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration of Condominium, this Association's Articles of Incorporation, or these By-Laws, directed to be exercised and done by unit owners. These powers shall specifically include, but shall not be limited to the following:

(a) To exercise all powers specifically set forth in the Declaration of Condominium, this Association's Articles of Incorporation, in these By-Laws, and in the Condominium Act, and all powers incidental thereto.

(b) To make assessments, collect said assessments, and use and expend the assessments to carry out the purposes and powers of the Association.

(c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the project, and of the common areas and facilities, including the right and power to employ attorneys, accountants, contractors, and other professionals, as the need arises.

(d) To make and amend regulations respecting the operation and use of the common elements and Condominium property and facilities, and the use and maintenance of the Condominium units therein, and the recreation areas and facilities.

(e) To contract for the management of the Condominium.

(f) The further improvement of the Condominium property, both real and personal, and the right to purchase realty and items of furniture, furnishings, fixtures and equipment for the Condominium property, and the right to acquire and enter into agreements pursuant to F.S. 718.114 et seq., and as amended, subject to the provisions of the Declaration of Condominium, this Association's Articles of Incorporation, and these By-Laws.

(g) Designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association. Such committee shall consist of at least three (3) members of the Association. The Committee or Committees shall have such name or names as may be determined from time to time by the Board of Directors, and said Committee(s) shall keep regular Minutes of their proceedings and report the same to the Board of Directors, as required. The foregoing powers shall be exercised by the Board of Directors or its contractor or employees, subject only to approval by unit owners when such is specifically required.

ARTICLE V

OFFICERS

Section 1. Elective Officers. The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. One person may not hold more than one of the aforementioned offices, except one person may be both Secretary and Treasurer. The President and Vice-President shall be members of the Board of Directors.

Section 2. Election. The Officers of the Association designated in Section 1 above shall be elected annually by the Board of Directors at the organizational meeting of each new Board following the meeting of the members.

Section 3. Appointive Officers. The Board may appoint Assistant Secretaries and Assistant Treasurers and such other Officers as the Board of Directors deems necessary.

Section 4. Term. The Officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any Officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors provided, however, that no Officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors (e.g., if the Board of Directors is composed of five persons, then three of said Directors must vote for removal). If the office of any Officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President. He shall be the chief executive officer of the Association; he shall preside at all meetings of the unit owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

Section 6. The Vice-President. He shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

Section 7. The Secretary. He shall issue notices of all Board of Directors' meetings and all meetings of unit owners; he shall attend and keep the Minutes of same; he shall have charge of all of the Association's books, records

and papers, except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 8. The Treasurer.

(a) He shall have custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each unit in the manner required by F.S. 718.111(7), including (a) and (b) thereunder.

(b) He shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

(c) He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

(d) He shall give status reports to potential transferees on which reports the transferees may rely.

(e) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

ARTICLE VI

FINANCES AND ASSESSMENTS

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two (2) officers of the Association.

Section 2. Fidelity Bonds. The Treasurer and all Officers who are authorized to sign checks, and all Officers and employees of the Association, and any contractor handling or responsible for Association funds, shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such Bonds shall be paid by the Association. The Bond shall be in an amount sufficient to equal the monies an individual handles or has control of via a signatory or a bank account or other depository account; however, notwithstanding the foregoing, the Management Firm, under the terms of the Management Agreement, as to funds in its possession and/or control, shall determine in its sole discretion, the amount of and who is to be bonded, if any, among its employees.

Section 3. Calendar Year. The Association shall be on a calendar year basis. The Board of Directors is authorized to change to a fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable. Notwithstanding the foregoing, the Board of Directors may not change to a fiscal year for the Association, as hereinbefore provided, without the approval of the member or all of the members of the Board of Directors that are elected or designated by the Developer, pursuant to F.S. 718.301(1) and these By-Laws, and when the Developer is no longer entitled to elect a member of the Board of Directors, said Board of Directors may not change a fiscal year for the Association, as hereinbefore provided, without the approval of the Developer as long as the Developer is offering units for sale in this Condominium. The setting of a fiscal year, as provided herein, shall not affect the applicable provisions of Article III, Section 3, of these By-Laws as to the requirement of one annual meeting in each calendar year, as set forth therein.

Section 4. Determination of Assessments.

(a) The Board of Directors shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the Condominium. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements and the limited common elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as common expenses from time to time by the Board of Directors, or under the provisions of the Declaration of Condominium to which these By-Laws are attached. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect assessments and to lease, maintain, repair and replace the common elements and limited common elements of the Condominium. Funds for the payment of common expenses shall be assessed against the unit owners in the proportions or percentages of sharing common expenses, as provided in the Declaration of Condominium. Said assessments shall be payable monthly in advance and shall be due on the first day of the applicable month, as determined by the Board of Directors unless otherwise ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the Board of Directors. All funds due under these By-Laws and the Management Agreement, which is attached to the Declaration of Condominium to which these By-Laws are attached, and said Declaration of Condominium, are common expenses of this Condominium.

(b) When the Board of Directors has determined the amount of any assessment, the Treasurer of the Association shall mail or present to each unit owner, a statement of said unit owner's assessment. All assessments shall be payable to the Association or the Management Firm if the statement so indicates, and upon request the Association or Management Firm shall give a receipt for each payment made to it.

(c) The Board of Directors has the power and duty of making and collecting assessments and the authority to make assessments as to the following:

(1) Special Assessments for additional recreation or social activities.

(2) Acquisition of units, as provided in Article IX of these By-Laws and pursuant to the applicable provisions of Article XIX of the Declaration of Condominium to which these By-Laws are attached, subject to the written approval of such parties as are specified therein.

(d) The Board of Directors, shall adopt an operating budget for each fiscal year, pursuant to F.S. 718.112(2)(f).

Section 5. Application of Payments and Co-Mingling of Funds. All sums collected by the Association from assessments may be co-mingled in a single fund or divided into more than one fund as determined by the Board of Directors of the Association. All assessment payments by a unit owner shall be applied as to interest, delinquencies, costs and attorneys' fees, other charges, expenses and advances, as provided herein and in the Declaration of Condominium, and general or special assessments in such manner and amounts as the Board of Directors determines in its sole discretion.

~~The Management Firm may co-mingle the Association's funds with the funds of others for whom it is acting as Manager.~~

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Section 6. Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for one year upon notice thereof to the unit owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after delivery of or the mailing of such notice to the unit owner.

Section 7. During the term of the Management Agreement, the Management Firm shall render to the Association a statement for each fiscal year no later than four months next thereafter. The Management Firm shall perform a continual internal audit of the Association's financial records for the purpose of verifying the same but no independent or external audit shall be required of it. During the term of the Management Agreement, the Association may conduct an external audit by an independent auditor at such reasonable time as the Management Firm shall agree to, provided, however, that the cost and expense of same is borne by the Association, provided, however, the expense of such audits, shall not be paid by the Developer as part of any guarantee of monthly assessments by the Developer pursuant to the Declaration of Condominium, and the expense of said

audit(s) shall be specially assessed to unit owners in the Condominium. Upon the termination of the Management Agreement, an audit of the accounts of the Association shall be made annually, however no external audits shall be required during such time as the Developer has the right to elect the majority of the Board of Directors. Said audit shall be prepared by such Accountant as the Board of Directors determines and a copy of said report shall be available to the members of the Association in the office of said Association and with the Treasurer of the Association. Such report shall be available not later than four (4) months after the end of the year for which the report is made. The provisions of this Section are hereby modified to comply with Section 718.111(13), where applicable.

ARTICLE VII

ADDITIONS OR ALTERATIONS

There shall be no additions or alterations to the common elements or limited common elements of the Condominium which this Association operates and maintains except as specifically provided for in said Condominium's Declaration of Condominium. The Board of Directors shall have the right to make assessments for additions or alterations to the common elements of said Condominium without the approval of members of this Association provided said assessment therefor does not exceed the amount required herein and in the Declaration of Condominium to which these By-Laws are attached, and further provided that said assessment is in accordance with these By-Laws and said Declaration of Condominium.

20% of Budget

ARTICLE VIII

COMPLIANCE AND DEFAULT

Section 1. Violations. In the event of a violation (other than the non-payment of an assessment) by the unit owner in any of the provisions of the Declaration of Condominium, of these By-Laws, or of the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the unit owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, of the By-Laws, or of the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:-

(a) An action to recover for its damage on behalf of the Association or on behalf of the other unit owners.

(b) An action to enforce performance on the part of the unit owner; or

(c) An action for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Upon a finding by the Court that the violation complained of is willful and deliberate, the unit owner so

violating shall reimburse the Association for reasonable attorney's fees incurred by it in bringing such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request, signed by a unit owner, sent to the Board of Directors, shall authorize any unit owner to bring an action in equity or suit at law on account of the violation in the manner provided for in the Condominium Act. Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the unit owner as a specific item, which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expenses.

Section 2. Negligence or Carelessness of Unit Owner, Etc. All unit owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance company of rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said unit owner as a specific item, which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expenses.

Section 3. Costs and Attorney's Fees. In any proceeding arises because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees, including costs and reasonable attorney's fees on appeal, as may be determined by the Court.

Section 4. No Waiver of Rights. The failure of the Association or of a unit owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents, shall not constitute a waiver of the right of the Association or unit owner to enforce such right, provision, covenant or condition in the future.

Section 5. Election of Remedies. All rights, remedies and privileges granted to the Association or unit owner, pursuant to any terms, provisions, covenants or conditions of the Condominium documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by Condominium documents or at law or in equity.

ARTICLE IX

ACQUISITION OF UNITS

Section 1. Voluntary Sale or Transfer. Upon receipt of a unit owner's written notice of intention to sell or lease, as described in Article XI of the Declaration of Condominium to which these By-Laws are attached, the Board of Directors shall have full power and authority to consent to the transaction, as specified in said Notice, or object to same for good cause, or to designate a person other than the Association as designee, pursuant to the provisions of said Article XI without having to obtain the consent of the membership thereto. The Board of Directors shall have the further right to designate the Association as being "willing to purchase, lease or rent" upon the proposed terms, upon adoption of a resolution by the Board of Directors recommending such purchase or leasing to the membership, but notwithstanding the adoption of such resolution and such designation by the Board of Directors, the Association shall not be bound and shall not so purchase or lease except upon the authorization and approval of the affirmative vote of voting members casting not less than sixty (60%) percent of the total votes of the members present at any regular or special meeting of the members wherein said matter is voted upon. The provisions of Article XI of the Declaration of Condominium to which these By-Laws are attached shall supersede the provisions herein relative thereto.

Section 2. Acquisition on Foreclosure. At any foreclosure sale of a unit, the Board of Directors may, with the authorization and approval by the affirmative vote of voting members casting not less than sixty (60%) percent of the total votes of the members present at any regular or special meeting of the members wherein said matter is voted upon, acquire in the name of the Association, or its designee, a Condominium parcel being foreclosed. The term "foreclosure", as used in this Section, shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments. The power of the Board of Directors to acquire a Condominium parcel at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the said Board of Directors or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. The Board of Directors shall not be required to obtain the approval of lot owners at the foreclosure sale of a unit due to the foreclosure of the Association's lien for assessments

under the provisions of Article X of the Declaration of Condominium to which these By-Laws are attached, notwithstanding the sum the Board of Directors determines to bid at such foreclosure sale.

ARTICLE X

AMENDMENTS TO THE BY-LAWS

The By-Laws may be altered, amended or added to at any duly called meeting of the unit owners, provided:-

(1) Notice of the meeting shall contain a statement of the proposed Amendment.

(2) If the Amendment has received the unanimous approval of the full Board of Directors, then it shall be approved upon the affirmative vote of the voting members casting a majority of the total votes of the members of the Association. *50% AFFIRMATIVE VOTE*

(3) If the Amendment has not been approved by the unanimous vote of the Board of Directors, then the Amendment shall be approved by the affirmative vote of the voting members casting not less than three-fourths (3/4ths) of the total votes of the members of the Association; and,

(4) Said Amendment shall be recorded and certified as required by the Condominium Act.

(5) Notwithstanding the foregoing, these By-Laws may only be amended with the written approval when required of the parties specified in Article VIII of the Declaration of Condominium to which these By-Laws are attached.

ARTICLE XI

NOTICES

Whatever notices are required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for notices as set forth in the Declaration of Condominium to which these By-Laws are attached and, where applicable, in accordance with F.S. 718 et seq.

ARTICLE XII

INDEMNIFICATION

The Association shall indemnify every Director and every Officer, his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, including reasonable counsel fees to be approved by the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XIII

LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XIV

LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property and where applicable the recreation facilities, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by other owners or persons.

ARTICLE XV

PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Condominium Act, the Declaration of Condominium or these By-Laws.

ARTICLE XVI

LIENS

Section 1. Protection of Property. All liens against a Condominium unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments upon a Condominium unit shall be paid before becoming delinquent, as provided in these Condominium documents or by law, whichever is sooner.

Section 2. Notice of Lien. A unit owner shall give notice to the Association of every lien upon his unit, other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

Section 3. Notice of Suit. Unit owners shall give notice to the Association of every suit or other proceeding which will or may affect title to his unit or any part of the property, such notice to be given within five (5) days after the unit owner receives notice thereof.

Section 4. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

Section 5. Permitted Mortgage Register. The Association may maintain a register of all permitted mortgages, and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid assessments or violations served upon a unit owner to said mortgagee. If a register is maintained, the Association may make such charge as it deems appropriate against the applicable unit for supplying the information provided herein.

ARTICLE XVII

RULES AND REGULATIONS

Section 1. The Board of Directors may from time to time adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management and control of the common elements of the Condominium and any facilities or services made available to the unit owners. A copy of the Rules and Regulations adopted from time to time as herein provided shall, from time to time, be posted in a conspicuous place and/or copies of same shall be furnished each unit owner.

Section 2. As to Condominium Units. The Board of Directors may from time to time adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the Condominium unit(s), provided however, that copies of such Rules and Regulations, prior to the time the same become effective, shall be posted in a conspicuous place on the Condominium's property and/or copies of same shall be furnished to each unit owner.

Section 3. As to the Recreation Areas Which Are Common Elements. The use of the recreation areas shall at all times be subject to such Rules and Regulations as the Board of Directors may establish from time to time in its sole discretion. Said recreation areas and the facilities located thereon shall only be used by the unit owners and those persons permitted by the Association, subject to the Rules and Regulations for said areas. Subject to Article XVII of the Declaration of Condominium to which these By-Laws are attached, all children who are under such age as the Board of Directors determine must be accompanied by a responsible adult to the applicable recreation area. Any damage to equipment or the premises caused by a unit owner, his family, servants, guests, etc., shall be paid for by the unit owner responsible therefor, and the cost thereof shall be a charge and lien upon the unit owner's unit as a special assessment.

Section 4. Conflict. In the event of any conflict between the Rules and Regulations adopted, or from time to time amended, and the Condominium documents, or the Condominium Act, the latter shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these By-Laws and the Management Agreement, the provisions of these By-Laws shall prevail and as between these By-Laws and the Declaration of Condominium, the provisions of said Declaration shall prevail.

ARTICLE XVIII

PROVISO

The terms and provisions of Article I through Article XVII, inclusive, in these By-Laws shall be limited and deemed amended to comply with the applicable provisions of F.S. 718 et seq. as of the date of the initial recording of the By-Laws in the Public Records, where such provisions of said F.S. 718 et seq. are determined as a matter of law to apply to the terms and provisions of said Article I through Article XVII, inclusive, of these By-Laws. All of the Articles and Sections in these By-Laws and, where applicable, the provisions relating thereto, as set forth in the Declaration of Condominium to which these By-Laws are attached and the Exhibits attached to said Declaration, shall be limited and deemed amended to comply with the applicable provisions of F.S. 718 et seq. as of the date of the initial recording of the By-Laws in the Public Records, where such provisions of said F.S. 718 et seq. are determined as a matter of law to apply to the applicable provisions set forth in the said Declaration and Exhibits thereto. The terms and provisions of the applicable paragraphs in Article XIX of the Declaration of Condominium to which these By-Laws are attached shall be deemed repeated and realleged herein as to these By-Laws. The invalidity of any delegation of a power and/or duty by the Board of Directors shall not affect the remainder of the Condominium documents and the remainder of said documents shall be deemed valid.

APPROVED AND DECLARED as the By-Laws of the Association named below.

DATED this 20th day of November, 1979.

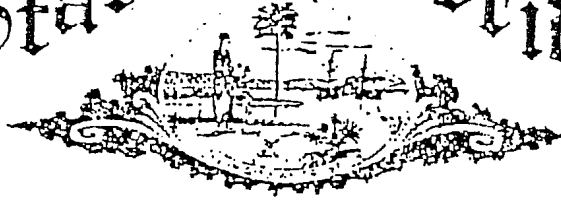
NORTH BAY VILLAGE CONDOMINIUM
ASSOCIATION, INC., a Florida
corporation not for profit

By: [Signature] (SEAL)
Larry Meinstein, President

Attest: [Signature] (SEAL)
Arthur Blechman, Secretary

ASSOCIATION

State of Florida

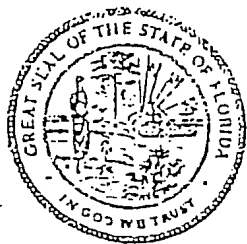


Department of State

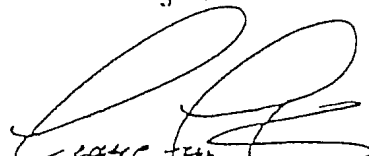
I certify that the attached is a true and correct copy of the Articles of Incorporation of NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on February 19, 1979, as shown by the records of this office.

The charter number for this corporation is 745995.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 20th day of February, 1979.



CER 101
12-74


Secretary of State

FILED

OFF. REC. 3595 PG 461

FEB 19. 11 57 AM '79

ARTICLES OF INCORPORATION

RECORDED
FEB 19 1979

WE, the undersigned, hereby associate ourselves together for the purpose of forming a non-profit Corporation under the laws of the State of Florida, pursuant to Florida Statute 617 et seq., and hereby certify as follows:

ARTICLE I.

The name of this Corporation shall be:

NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC.

ARTICLE II.

The general purpose of this non-profit Corporation shall be as follows: To be the "Association" (as defined in the Condominium Act of the State of Florida, F.S. 718 Et Seq.) for the operation of NORTH BAY VILLAGE CONDOMINIUM, a Condominium to be created pursuant to the provisions of the Condominium Act, and as such Association, to operate and administer said Condominium and carry out the functions and duties of said Condominium Association, as set forth in the Declaration of Condominium establishing said Condominium and Exhibits annexed thereto.

ARTICLE III.

All persons who are owners of condominium parcels within said Condominium shall automatically be members of this Corporation. Such membership shall automatically terminate when such person is no longer the owner of a condominium parcel. Membership in this Corporation shall be limited to such condominium parcel owners.

Subject to the foregoing, admission to and termination of membership shall be governed by the Declaration of Condominium that shall be filed for said Condominium among the Public Records of Hillsboro County, Florida.

ARTICLE IV.

This Corporation shall have perpetual existence.

ARTICLE V.

The names and residences of the Subscribers to these Articles of Incorporation are as follows:

- | | |
|---|--|
| Jack English
450 North Park Road
Hollywood, Florida | Larry Meinstein
450 North Park Road
Hollywood, Florida |
| | Roy Flack
450 North Park Road
Hollywood, Florida |

ARTICLE VI.

Section 1. The affairs of the Corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than the number specified in the By-Laws. The Directors, subsequent to the first Board of Directors, shall be elected at the annual meeting of the membership for a term of one (1) year, or until their successors shall be elected and shall qualify. Provisions for such election and provisions respecting the removal, disqualification and resignation of Directors, and for filling vacancies on the Directorate shall be established by the By-Laws.

Section 2. The principal officers of the Corporation shall be:

- President
- Vice-President
- Secretary
- Treasurer

(the last two officers may be combined), who shall be elected from time to time, in the manner set forth in the By-Laws adopted by the Corporation.

ARTICLE VII.

The names of the officers who are to serve until the first election of officers, pursuant to the terms of the Declaration of Condominium and By-Laws, are as follows:

- | | |
|-----------------|----------------|
| Larry Meinstein | President |
| Jack English | Vice-President |
| Roy Flack | Secretary |
| Al Caesar | Treasurer |

ARTICLE VIII.

The following persons shall constitute the first Board of Directors and shall serve until the first election of the Board of Directors at the first regular meeting of the membership:

Address as to all Directors:

Larry Meinstein	450 North Park Road
Roy Flack	Fourth Floor
Jack English	Hollywood, Florida

ARTICLE IX.

The street address of the initial Registered Office of this Corporation is: 450 North Park Road, Fourth Floor, Hollywood, Florida, and the name of the initial Registered Agent is Roy Flack.

ARTICLE X

The By-Laws of the Corporation shall initially be made and adopted by its first Board of Directors.

Prior to the time the property described in Article II hereinabove has been submitted to condominium ownership by the filing of the Declaration of Condominium, said first Board of Directors shall have full power to amend, alter or rescind the said By-Laws by a majority vote.

After the property described in Article II hereinabove has been submitted to condominium ownership by the filing of the Declaration of Condominium, the By-Laws may be amended, altered, supplemented or modified by the membership at the Annual Meeting, or at a duly convened special meeting of the membership attended by a majority of the membership, by

- A. If the proposed change has been approved by the unanimous approval of the Board of Directors, then it shall require only a majority vote of the total membership to be adopted.
- B. If the proposed change has not been approved by unanimous vote of the Board of Directors, then the proposed change must be approved by three-fourths (3/4ths) of the total vote of the membership.

No Amendment shall change the rights and privileges of the Developer referred to in the Declaration without the Developer's written approval, nor the rights and privileges of the Management Firm referred to in said Declaration without the Management Firm's written approval.

ARTICLE XI.

Amendments to these Articles of Incorporation may be proposed by any member or director, and shall be adopted in the same manner as is provided for the amendment of the By-Laws, as set forth in Article X above. Said Amendment(s) shall be effective when a copy thereof, together with an attached Certificate of its approval by the membership, sealed with the Corporate Seal, signed by the Secretary or an Assistant Secretary, and executed and acknowledged by the President or Vice-President, has been filed with the Secretary of State and all filing fees paid.

ARTICLE XII.

This Corporation shall have all the powers set forth in Florida Statute 617.021, all of the powers set forth in the Condominium Act of the State of Florida, and all powers granted to it by the Declaration of Condominium and Exhibits thereto annexed.

ARTICLE XIII.

There shall be no dividends paid to any of the members, nor shall any part of the income of the Corporation be distributed to its Board of Directors or officers. In the event there are any excess receipts over disbursements as a result of performing services, such excess shall be applied against future expenses, etc. The Corporation may pay compensation in a reasonable amount to its members, directors and officers for services rendered, may confer benefits upon its members in conformity with its purposes, and upon dissolution or final liquidation, may make distri-

bution to its members as is permitted by the Court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

This Corporation shall issue no shares of stock of any kind or nature whatsoever. Membership in the Corporation and the transfer thereof, as well as the number of members, shall be upon such terms and conditions as provided for in the Declaration of Condominium and By-Laws. The voting rights of the owners of parcels in said Condominium property shall be as set forth in the Declaration of Condominium and/or By-Laws.

ARTICLE XIV.

The foregoing terms and provisions of Article I through Article XIII inclusive of these Articles of Incorporation shall be limited and deemed amended to comply with the applicable provisions of Chapter 718 of the laws of the State of Florida as of the date of the recording of the aforescribed Declaration in the Public Records of the County where same is located where such provisions of said Chapter are determined as a matter of law to apply to and be paramount to the applicable terms and provisions of these Articles of Incorporation.

IN WITNESS WHEREOF, the Subscribers hereto have hereunto set their hands and seals, on this 24th day of August, 1979.

Signed, sealed and delivered in the presence of:

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

(As to all Subscribers)

[Handwritten signature] (SEAL)

Larry Weinstein
[Handwritten signature] (SEAL)

Roy Fluck
[Handwritten signature] (SEAL)

JACK ENGLISH

STATE OF FLORIDA)
)SS
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally
appeared:

LARRY MEINSTEIN
ROY FLACK
JACK ENGLISH

who, after being by me first duly sworn, acknowledged that
they executed the foregoing Articles of Incorporation of
North Bay Village Condominium Association, Inc., a Florida
Corporation not for profit, for the purposes therein ex-
pressed.

WITNESS my hand and official seal at the State and
County aforesaid, this 29th day of January, 1979.

C. Peter J. Sisk
NOTARY PUBLIC
State of Florida at Large



My commission expires:
Notary Public, State of Florida at Large
My Commission Expires Aug. 26, 1982
~~Issued by: XXXXX to the XXXXX Company~~

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

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

First - That NORTH HAY VILLAGE CONDOMINIUM ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal Office, as indicated in the Articles of Incorporation at City of Hollywood, County of Broward, State of Florida, has named Mr. Roy Flack

located at c/o Parman Florida, Inc. 450 N. Park Road
(Street address and number of building,
Post Office Box address is not acceptable)

City of Hollywood, County of Broward State of Florida, as its Agent to accept service of process within this State.

ACKNOWLEDGMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

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

By: *Roy Flack*
ROY FLACK
(Resident Agent)

FILED
FEB 19 11 57 AM '79
HALL COUNTY CLERK
HALL COUNTY, FLORIDA