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DECLARATION OF CONDOMINIUM  
OF

OAK LAKE PARK I, A CONDOMINIUM

RECORDED  
PINELLAS CO. FLORIDA  
CLERK CIRCUIT COURT

01 Cash 11 Chg  
10 Rec 114.00  
11 St \_\_\_\_\_  
2 Sur \_\_\_\_\_  
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"DECLARATION OF CONDOMINIUM PERTAINING  
 HERETO RECORDED IN CONDOMINIUM PLAT BOOK  
22 PAGE 119 thru 121."

EXHIBIT II

FOX, GEORGE &amp; LOEFFLER, P. A. - ATTORNEYS AT LAW - CLEARWATER, FLORIDA

DECLARATION OF CONDOMINIUM  
OF  
OAK LAKE PARK I, A CONDOMINIUM

OAK LAKE PARK, INC., A FLORIDA CORPORATION, THE OWNER OF THE REAL PROPERTY REFERRED TO IN ARTICLE II HEREOF, WHO IS HEREINAFTER REFERRED TO AS "DEVELOPER", ON BEHALF OF ITSELF AND ITS SUCCESSORS, GRANTEES AND ASSIGNS, AND TO ITS SUCCESSORS, GRANTEES AND ASSIGNS, DOES HEREBY DECLARE THAT THE LANDS HEREINAFTER DESCRIBED ARE AND SHALL BE DEDICATED AND SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP AS LEGALLY AUTHORIZED BY THE LEGISLATURE OF THE STATE OF FLORIDA PURSUANT TO THE PROVISIONS OF CHAPTER 711 OF THE GENERAL LAWS OF FLORIDA ENTITLED "CONDOMINIUM ACT", AS AMENDED, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS DECLARATION AS HEREINAFTER SET FORTH:

I. NAME

THE NAME BY WHICH THIS CONDOMINIUM SHALL BE ENTITLED SHALL BE: OAK LAKE PARK I, A CONDOMINIUM.

II. LEGAL DESCRIPTION OF THE LAND AND EASEMENT

THE LANDS OWNED BY THE DEVELOPER, WHICH ARE HEREBY SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP, ARE THE FOLLOWING DESCRIBED LANDS SITUATE, LYING AND BEING IN PINELLAS COUNTY, FLORIDA:

AS SET FORTH IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

III. DEFINITIONS

AS USED IN THIS DECLARATION AND OTHER CONDOMINIUM DOCUMENTS, UNLESS THE CONTEXT OTHERWISE REQUIRES:

A. 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.

B. ASSOCIATION MEANS OAK LAKE PARK I CONDOMINIUM ASSOCIATION, INC.

C. BY-LAWS MEANS THE BY-LAWS FOR THE GOVERNMENT OF THE CONDOMINIUM AS THEY EXIST FROM TIME TO TIME.

D. COMMON ELEMENTS MEAN THE PORTIONS OF THE CONDOMINIUM PROPERTY NOT INCLUDED IN THE UNITS.

E. COMMON EXPENSES MEAN THE EXPENSES FOR WHICH THE UNIT OWNERS ARE LIABLE TO THE ASSOCIATION.

F. COMMON SURPLUS MEANS THE EXCESS OF ALL RECEIPTS OF THE ASSOCIATION, INCLUDING BUT NOT LIMITED TO ASSESSMENTS, RENTS, PROFITS AND REVENUES ON ACCOUNT OF THE COMMON ELEMENTS, OVER THE AMOUNT OF COMMON EXPENSES.

G. CONDOMINIUM IS THAT FORM OF OWNERSHIP OF CONDOMINIUM PROPERTY UNDER WHICH UNITS OF IMPROVEMENTS ARE SUBJECT TO OWNERSHIP BY DIFFERENT OWNERS, AND THERE IS APPURTEnant TO EACH UNIT AS PART THEREOF AN UNDIVIDED SHARE IN THE COMMON ELEMENTS.

H. CONDOMINIUM PARCEL MEANS A UNIT TOGETHER WITH THE UNDIVIDED SHARE IN THE COMMON ELEMENTS WHICH IS APPURTEnant TO THE UNIT.

I. CONDOMINIUM PROPERTY MEANS AND INCLUDES THE LAND IN A CONDOMINIUM, WHETHER OR NOT CONTINGUOUS, AND ALL IMPROVEMENTS THEREON AND ALL EASEMENTS AND RIGHTS APPURTEnant THERETO INTENDED FOR USE IN CONNECTION WITH THE CONDOMINIUM.

J. DECLARATION, OR DECLARATION OF CONDOMINIUM, MEANS THE INSTRUMENT OR INSTRUMENTS BY WHICH A CONDOMINIUM IS CREATED, AND SUCH INSTRUMENT OR INSTRUMENTS AS THEY ARE FROM TIME TO TIME AMENDED.

K. DEVELOPER MEANS OAK LAKE PARK, INC., A FLORIDA CORPORATION, THEIR SUCCESSORS OR ASSIGNS.

L. GENERAL COMMON ELEMENTS MEANS AND INCLUDES ALL OF THE COMMON ELEMENTS EXCEPT THOSE PORTIONS WHICH ARE LABELED AS LIMITED COMMON ELEMENTS.

M. INSTITUTIONAL FIRST MORTGAGE MEANS A FIRST MORTGAGE ORIGINALLY EXECUTED AND DELIVERED TO A BANK, SAVINGS AND LOAN ASSOCIATION, MORTGAGE COMPANY OR INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF FLORIDA, CREATING A FIRST MORTGAGE LIEN ON A UNIT AND ON ANY INTEREST APPURTEnant TO SUCH UNIT, FOR THE PURPOSE OF THIS DECLARATION OF CONDOMINIUM. THE DEVELOPER SHALL BE CONSIDERED AN INSTITUTIONAL MORTGAGEE AND ANY MORTGAGE GRANTED BY THE DEVELOPER OR ITS COMPONENT CORPORATIONS WHICH IS A LIEN AGAINST ANY OF THE UNITS IN OAK LAKE PARK I, A CONDOMINIUM, SHALL BE CONSIDERED AS AN INSTITUTIONAL MORTGAGE.

N. LIMITED COMMON ELEMENTS MEAN AND INCLUDE THOSE COMMON ELEMENTS WHICH ARE RESERVED FOR THE USE OF A CERTAIN UNIT OR UNITS TO THE EXCLUSION OF OTHER UNITS.

O. OPERATION OR OPERATIONS OF THE CONDOMINIUM MEANS AND INCLUDES THE ADMINISTRATION AND MANAGEMENT OF THE CONDOMINIUM PROPERTY.

P. OWNER OR OWNERS MEANS THE SAME AS UNIT OWNER OR OWNERS.

Q. UNIT MEANS A PART OF THE CONDOMINIUM PROPERTY WHICH IS TO BE SUBJECT TO A PRIVATE OWNERSHIP.

R. UNIT OWNER OR OWNER OF A UNIT MEANS THE OWNER OF A CONDOMINIUM PARCEL.

S. MAJORITY OR MAJORITY OF UNIT OWNERS MEANS UNIT OWNERS WITH FIFTY-ONE (51%) PER CENT MORE OF THE VOTES ASSIGNED TO THE UNIT OWNERS FOR VOTING PURPOSES BY THE CONDOMINIUM DOCUMENTS.

T. MANAGEMENT AND MAINTENANCE AGREEMENT MEANS A ONE (1) YEAR CONTRACT WHEREIN DEVELOPER OR ITS ASSIGNEE AGREES TO FURNISH CERTAIN MAINTENANCE SERVICES TO UNIT OWNERS IN RETURN FOR PAYMENT OF CERTAIN SUMS TO BE PAID MONTHLY BY THE UNIT OWNER TO THE DEVELOPER OR ITS ASSIGNEES.

IV. CONDOMINIUM DOCUMENTS

THE DOCUMENTS BY WHICH THE CONDOMINIUM WILL BE ESTABLISHED ARE AS FOLLOWS:

A. LEGAL DESCRIPTION OF THE LAND REFERRED TO IN ARTICLE II OF THE DECLARATION OF CONDOMINIUM, TOGETHER WITH CERTAIN EASEMENTS, AND PLOT PLAN OF PROPERTY SUBMITTED PURSUANT TO THE PROVISIONS OF CHAPTER 711 GENERAL LAWS OF FLORIDA AS AMENDED DULY CERTIFIED AS REQUIRED UNDER SAID ACT, WHICH IS MARKED EXHIBIT "A".

B. INDIVIDUAL UNIT BOUNDARY DESCRIPTIONS AND PERCENTAGE OF OWNERSHIP OF UNDIVIDED INTEREST IN AND TO THE COMMON ELEMENTS AND PERCENTAGE SHARE OF COMMON EXPENSES, WHICH IS MARKED EXHIBIT "B", AND THE NON-EXCLUSIVE COMMON AREA FOR RECREATIONAL PURPOSES WHICH IS MARKED EXHIBIT "B-1".

C. ARTICLES OF INCORPORATION OF OAK LAKE PARK I CONDOMINIUM ASSOCIATION, INC., A NONPROFIT CORPORATION WILL ADMINISTER AND OPERATE THE CONDOMINIUM FOR THE USE AND BENEFIT OF THE OWNERS OF THE INDIVIDUAL UNITS, WHICH IS MARKED EXHIBIT "C".

D. BY-LAWS OF OAK LAKE PARK I A CONDOMINIUM, INC., A NON-PROFIT CORPORATION WHICH IS MARKED EXHIBIT "D".

E. RULES AND REGULATIONS, WHICH IS MARKED EXHIBIT "E".

F. FORM OF CONDOMINIUM DEED BY WHICH THE DEVELOPER WILL CONVEY PARTICULAR UNITS AND APPURTENANCES THERETO, IN THE CONDOMINIUM, TO PURCHASERS THEREOF AND WHICH WILL DESCRIBE THE CONDOMINIUM UNIT AND THE CONDOMINIUM UNIT BUILDING IN WHICH SAID UNIT IS LOCATED. A TYPICAL CONDOMINIUM DEED IS ATTACHED HERETO AS EXHIBIT "F".

G. FORM OF ONE (1) MANAGEMENT AND MAINTENANCE AGREEMENT, WHICH IS MARKED EXHIBIT "G".

H. JOINDER OF MORTGAGEE WHICH IS ATTACHED HERETO AS EXHIBIT "H".

V. BASIC PROPERTY COMPONENTS

THE REAL PROPERTY WHICH IS HEREIN SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP SHALL BE DEVELOPED AND OPERATED IN ACCORDANCE WITH THE FOLLOWING PLAN:

A. LAND USE: THE REAL PROPERTY SUBMITTED HEREIN, WHICH IS HEREBEFORE FULLY DESCRIBED IN ARTICLE II OF THIS DECLARATION, SHALL BE SOLELY FOR RESIDENTIAL PURPOSES AND ACTIVITIES ASSOCIATED THEREWITH.

B. IMPROVEMENTS: THE IMPROVEMENTS TO BE CONSTRUCTED UPON THE LAND SUBMITTED HEREWITHE TO THE CONDOMINIUM FORM OF OWNERSHIP SHALL BE AS FOLLOWS:

1. THE CONDOMINIUM SHALL INCLUDE 13 BUILDINGS, FOR A TOTAL OF 26 INDIVIDUAL UNITS, TO BE CONSTRUCTED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS AND NUMBERED IN ACCORDANCE WITH THE PLOT PLAN MARKED EXHIBIT "A" AND MADE A PART HEREOF.

2. IN ADDITION TO THE UNIT BUILDINGS, SAID CONDOMINIUM SHALL INCLUDE THE NECESSARY PARKING AREAS, DRIVEWAYS AND SIDEWALKS. THE INITIAL DIRECTORS OF THE ASSOCIATION SHALL ESTABLISH A PARKING PLAN IN CONNECTION THEREWITH AND WILL ALLOCATE AND ASSIGN ONE (1) PARKING SPACE AT NO ADDITIONAL CHARGE TO EACH OF THE UNITS IN THE CONDOMINIUM. ADDITIONAL PARKING SPACES SHALL BE ALLOCATED AS GUEST PARKING SPACES AND SHALL BE USED IN COMMON BY UNIT OWNER'S GUESTS AND INVITEES, PURSUANT TO REASONABLE RULES AND REGULATIONS TO BE ADOPTED FROM TIME TO TIME BY THE ASSOCIATION. UPON THE DIRECTORS HAVING COMPLETED THE PARKING PLAN, UNIT OWNERS AGREE THAT THEY

WILL PARK IN THEIR RESPECTIVE ALLOCATED SPACES AND THAT SUCH PLAN WILL NOT BE CHANGED OR AMENDED EXCEPT UPON THE VOTE OF NINETY (90%) PER CENT OF THE UNIT OWNERS. THE PARKING PLAN NEED NOT BE RECORDED IN THE PUBLIC RECORDS, BUT THE ASSOCIATION SHALL KEEP SAID PLAN IN ITS RECORDS AND MAKE THE SAME AVAILABLE TO UNIT OWNERS AT ALL REASONABLE TIMES.

C. EASEMENTS: EASEMENTS FOR PUBLIC UTILITIES AND DRAINAGE WILL BE GRANTED WHEN NECESSARY TO PUBLIC UTILITY COMPANIES OR GOVERNMENT BODIES REQUIRING THE SAME IN ORDER TO SERVICE THE EASEMENTS DEDICATED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF. SUCH EASEMENTS WILL BE GRANTED BY THE DEVELOPER.

#### VI. DEVELOPER'S UNITS AND PRIVILEGES

A. THE DEVELOPER AT THE TIME OF THE RECORDING OF THIS DECLARATION OF CONDOMINIUM, IS THE OWNER IN FEE SIMPLE OF ALL OF THE REAL PROPERTY AND INDIVIDUAL CONDOMINIUM UNITS TOGETHER WITH ANY APPURTENANCES THERETO. THE DEVELOPER IS HEREBY IRREVOCABLY EMPOWERED, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, TO SELL, LEASE OR RENT UNITS TO ANY PERSONS APPROVED BY IT. SAID DEVELOPER SHALL HAVE THE RIGHT TO TRANSACT ON THE CONDOMINIUM PROPERTY ANY BUSINESS NECESSARY TO CONSUMMATE SALE OF UNITS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO MAINTAIN MODELS, HAVE SIGNS, EMPLOYEES IN THE OFFICE, USE THE COMMON ELEMENTS AND TO SHOW UNITS. ANY SALES OFFICE, SIGNS, FIXTURES, FURNITURE OR OTHER TANGIBLE PERSONAL PROPERTY BELONGING TO THE DEVELOPER SHALL NOT BE CONSIDERED COMMON ELEMENTS AND SHALL REMAIN THE PROPERTY OF THE DEVELOPER.

IN THE EVENT THERE ARE UNSOLD UNITS OR THE DEVELOPER REQUIRES ANY UNITS THE DEVELOPER RETAINS THE RIGHT TO BE THE OWNER THEREOF AND TO SELL, LEASE OR RENT SAID UNITS WITHOUT THE NECESSITY OF OBTAINING THE APPROVAL OF THE ASSOCIATION OF THE PROPOSED PURCHASER OR LESSEE.

B. THE DEVELOPER RETAINS THE RIGHT TO ELECT A MAJORITY OF THE MEMBERS OF THE BOARD OF DIRECTORS OF THE ASSOCIATION, IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 711. 66.

C. THE DEVELOPER SHALL BE EXCUSED FROM THE PAYMENT OF ITS SHARE OF THE COMMON EXPENSES IN RESPECT TO THOSE UNITS DURING SUCH PERIOD OF TIME AS IT SHALL HAVE GUARANTEED THAT THE ASSESSMENT FOR COMMON EXPENSES OF THE CONDOMINIUM IMPOSED UPON THE UNIT OWNERS OTHER THAN THE DEVELOPER SHALL NOT INCREASE OVER A STATED DOLLAR AMOUNT AND OBLIGATE ITSELF TO PAY ANY AMOUNT OF COMMON EXPENSES INCURRED DURING THE PERIOD AND NOT PRODUCE BY ASSESSMENTS AT THE GUARANTEED LEVEL RECEIVABLE FROM OTHER UNIT OWNERS.

D. THIS ARTICLE SHALL NOT BE SUBJECT TO AMENDMENT WITHOUT THE CONSENT OF THE DEVELOPER.

#### VII. OWNERSHIP OF CONDOMINIUM PARCELS, MAINTENANCE AND ALTERATIONS

EACH CONDOMINIUM PARCEL OR UNIT SHALL INCLUDE THE FOLLOWING INTERESTS, RIGHTS, EASEMENTS AND APPURTENANCES IN THE CONDOMINIUM:

A. REAL PROPERTY: EACH CONDOMINIUM PARCEL (UNIT) TOGETHER WITH ALL APPURTENANCES THERETO, SHALL FOR ALL PURPOSES CONSTITUTE A SEPARATE PARCEL OF REAL PROPERTY WHICH MAY BE OWNED IN FEE SIMPLE AND WHICH MAY BE CONVEYED, TRANSFERRED AND ENCUMBERED IN THE SAME MANNER AS ANY OTHER PARCEL OF REAL PROPERTY INDEPENDENTLY OF ALL OTHER PARTS OF THE CONDOMINIUM PROPERTY, SUBJECT ONLY TO THE PROVISIONS OF THE CONDOMINIUM DOCUMENTS.

B. POSSESSION: EACH UNIT OWNER SHALL BE ENTITLED TO THE EXCLUSIVE POSSESSION OF HIS UNIT, AND THE PARKING SPACE ASSIGNED TO THAT UNIT.

C. BOUNDARIES: EACH UNIT SHALL INCLUDE THAT PART OF THE BUILDING CONTAINING THE UNIT THAT LIES WITHIN THE BOUNDARIES OF THE UNIT, WHICH BOUNDARIES ARE AS FOLLOWS:

1. UPPER AND LOWER BOUNDARIES: THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE UPPER AND LOWER BOUNDARIES:

(A) UPPER BOUNDARY: THE HORIZONTAL PLANE OF THE UNDERCOAT FINISHED CEILING.

(B) LOWER BOUNDARY: THE HORIZONTAL PLANE OF THE UPPER SURFACES OF THE FLOOR SLAB.

2. PERIMETRICAL BOUNDARIES: THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE UPPER AND LOWER BOUNDARIES:

(A) EXTERIOR BUILDING WALLS: THE INTERSECTING VERTICAL PLANES ADJACENT TO AND WHICH INCLUDE THE UNFINISHED SURFACE OF THE INTERIOR OF THE OUTSIDE WALLS OF THE BUILDING BOUNDING A UNIT AND WHEN THERE IS ATTACHED TO THE BUILDING A BALCONY, LOGGIA, TERRACE, CANOPY, STAIRWAY OR OTHER PORTION OF THE BUILDING SERVING ONLY THE UNIT BEING BOUNDED, SUCH BOUNDARIES SHALL BE THE INTERSECTING VERTICAL PLANES ADJACENT TO AND WHICH INCLUDE ALL OF SUCH STRUCTURES AND FIXTURES THEREON.

IN THE CASE OF GROUND FLOOR UNITS, SUCH BOUNDARIES SHALL INCLUDE THE TERRACE AND PATIO FLOORS, PATIO WALLS AND GATES SERVING SUCH UNITS.

(B) INTERIOR BUILDING WALLS: THE VERTICAL PLANES OF THE INTERIOR UNFINISHED LINE OF WALLS BOUNDING A UNIT TO INTERSECTIONS WITH OTHER PERIMETRICAL BOUNDARIES.

D. APPURTENANCES: THE OWNERSHIP OF EACH CONDOMINIUM PARCEL (UNIT) SHALL INCLUDE, AND THERE SHALL PASS WITH EACH CONDOMINIUM PARCEL AS APPURTENANCES THERETO, WHETHER OR NOT SEPARATELY DESCRIBED, ALL OF THE RIGHTS, TITLE AND INTEREST OF A UNIT OWNER IN THE CONDOMINIUM PROPERTY WHICH SHALL INCLUDE BUT NOT BE LIMITED TO:

1. LIMITED COMMON ELEMENTS: EACH BUILDING SHALL BE CONSIDERED AS A LIMITED COMMON ELEMENT FOR THE EXCLUSIVE USE OF THE OWNERS OF UNITS LOCATED IN SAID BUILDING.

2. GENERAL COMMON ELEMENTS: THE RIGHT TO USE IN COMMON WITH OTHER UNIT OWNERS THE GENERAL COMMON ELEMENTS WHICH SHALL BE ALL PARTS OF THE CONDOMINIUM PROPERTY NOT INCLUDED WITHIN AN INDIVIDUAL UNIT OR WITHIN A LIMITED COMMON ELEMENT. THE OWNERSHIP OF EACH UNIT SHALL INCLUDE AND THERE SHALL PASS WITH EACH UNIT APPURTENANCES THERETO WHETHER OR NOT SEPARATELY DESCRIBED, ALL OF THE RIGHT, TITLE AND INTEREST OF A UNIT OWNER IN THE CONDOMINIUM PROPERTY. EACH UNIT SHALL HAVE AN UNDIVIDED SHARE IN AND TO THE COMMON AREAS, FACILITIES AND ELEMENTS OF THE CONDOMINIUM AND EACH UNIT SHALL BEAR AN UNDIVIDED SHARE OF THE COMMON EXPENSES OF THE CONDOMINIUM AND SHALL HAVE AN UNDIVIDED SHARE IN THE COMMON SURPLUS OF THE CONDOMINIUM. EACH UNIT SHALL HAVE CERTAIN VOTING RIGHTS IN THE AFFAIRS OF THE ASSOCIATION. THE UNDIVIDED SHARE IN THE COMMON AREAS, FACILITIES AND ELEMENTS AND OF THE COMMON EXPENSES AND COMMON SURPLUS ASSIGNED TO EACH UNIT AS HEREINAFTER SET FORTH AS A PERCENTAGE AS FOLLOWS:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

WITH REGARD TO THE AFOREMENTIONED VOTING RIGHTS, THE OWNER OR OWNERS OF EACH CONDOMINIUM PARCEL (UNIT) SHALL BE ENTITLED TO ONE VOTE FOR EACH CONDOMINIUM PARCEL OWNED AS MORE FULLY SET FORTH IN THE ARTICLES AND BY-LAWS OF THE ASSOCIATION.

IN THE EVENT OF THE TERMINATION OF THE CONDOMINIUM, EACH OWNER'S INTEREST IN THE COMMON FACILITIES SHALL BE IN THE PROPORTION HEREINABOVE SET FORTH.

3. NON-EXCLUSIVE COMMON RECREATIONAL AREA: ALL RECREATIONAL AREAS, INCLUDING, BUT NOT LIMITED TO, ANY PICNIC AREA, SWIMMING POOL, ETC. SHALL BE CONSIDERED THE NON-EXCLUSIVE COMMON RECREATIONAL AREAS.

THE DEVELOPER RETAINS THE RIGHT TO DEDICATE AND CONVEY THE USE OF THESE AREAS TO OTHER CONDOMINIUM ASSOCIATIONS AND TO OTHER INDIVIDUALS, CORPORATIONS AND PARTNERSHIPS THAT MAY OWN PROPERTY OR RESIDE ON THE PROPERTY CONTIGUOUS TO THIS CONDOMINIUM ASSOCIATION WHICH WAS PURCHASED INITIALLY BY THE DEVELOPER CONTIGUOUS THROUGH THE ENTIRE TRACT OF PROPERTY. THE DEVELOPER RETAINS THE RIGHT TO GRANT EASEMENTS FOR INGRESS, EGRESS AND UTILITIES THROUGH, UNDER AND OVER THE PROPERTY OF THE CONDOMINIUM ASSOCIATION TO ANY NON-EXCLUSIVE COMMON RECREATIONAL AREAS.

THE MANAGEMENT OF THIS AREA AND THE SETTING AND ENFORCING OF ALL RULES AND REGULATIONS PERTAINING THERETO SHALL BE VESTED IN THE MANAGEMENT CONTRACTOR, ITS SUCCESSORS OR ASSIGNS. SO LONG AS THE DEVELOPER ACTS AS MANAGEMENT CONTRACTOR FOR ANY ASSOCIATION IN THIS DEVELOPMENT, THEN THE DEVELOPER SHALL BE THE MANAGEMENT CONTRACTOR IN CHARGE OF THE NON-EXCLUSIVE COMMON RECREATIONAL AREA SET FORTH HEREIN. WHEN THE DEVELOPER CEASES TO ACT AS MANAGEMENT CONTRACTOR FOR ANY OF THE CONDOMINIUM ASSOCIATIONS, THEN THE MANAGEMENT CONTRACTOR SHALL BE CHOSEN BY MAJORITY VOTE OF ALL OF THE CONDOMINIUM ASSOCIATIONS OWNING A PART OF THE NON-EXCLUSIVE COMMON RECREATIONAL AREA. EACH CONDOMINIUM ASSOCIATION SHALL HAVE ONE (1) VOTE. A MEETING SHALL BE HELD ON THE FIRST TUESDAY IN DECEMBER OF EACH YEAR COMMENCING WITH THE RELINQUISHING OF CONTROL BY THE DEVELOPER/MANAGEMENT CONTRACTOR AT 10:00 A. M. IN THE RECREATIONAL AREA FOR THE APPROVAL OF THE MANAGEMENT CONTRACTOR OF THE NON-EXCLUSIVE COMMON AREA FOR THE SUCCEEDING YEAR. THE PRESIDENT OR VICE-PRESIDENT OF EACH ASSOCIATION SHALL REPRESENT THE ASSOCIATION AND CAST THE VOTE ON BEHALF OF THE ASSOCIATION. THE MANAGEMENT CONTRACTOR SO DESIGNATED SHALL REMAIN IN CONTROL AS SET FORTH HEREIN UNTIL HIS SUCCESSOR HAS BEEN SO DESIGNATED.

THE COST OF OPERATION OF SUCH FACILITIES SHALL BE PRO-RATED BETWEEN THE ASSOCIATION, THE DEVELOPER AND OTHER ASSOCIATIONS BASED ON THE NUMBER OF UNITS ELIGIBLE TO USE THE NON-EXCLUSIVE COMMON RECREATIONAL AREA. FOR THE PURPOSE OF DETERMINATION, THE TOTAL NUMBER OF UNITS ELIGIBLE SHALL BE DEEMED TO BE 26. IF AT SOME FUTURE DATE THE NUMBER OF UNITS ELIGIBLE EXCEED THIS NUMBER, THE NUMBER SHALL BE ADJUSTED ACCORDINGLY. EACH ASSOCIATION SHALL PAY THEIR PRORATED SHARE OF THE COSTS INVOLVED IN THE UPKEEP OF THE NON-EXCLUSIVE COMMON RECREATIONAL AREA AS TO THE NUMBER OF SOLD UNITS IN ITS ASSOCIATION AS A PERCENTAGE TO 26 OVERALL UNITS. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DIFFERENCE IN COST. THE FORMULA SET FORTH HEREIN FOR DETERMINING COSTS TO AN INDIVIDUAL UNIT OWNER SHALL ALSO BE APPLIED TO DETERMINE THE EXACT PERCENTAGE OF OWNERSHIP OF AN INDIVIDUAL UNIT OWNER IN THE NON-EXCLUSIVE COMMON RECREATIONAL AREA. IT IS RECOGNIZED THAT AS THE NUMBER OF UNITS INCREASE THE PERCENTAGE OF OWNERSHIP IN THE NON-EXCLUSIVE COMMON RECREATIONAL AREA BY AN INDIVIDUAL UNIT OWNER WILL DECREASE.

THE MANAGEMENT CONTRACTOR SHALL HAVE THE RIGHT TO FILE SUIT IF NECESSARY FOR THE ENFORCEMENT OF ALL RULES, REGULATIONS AND UPKEEP OF THE NON-EXCLUSIVE COMMON RECREATIONAL AREA. IN SUCH AN EVENT, THE MANAGEMENT CONTRACTOR SHALL BE SAVED HARMLESS FROM ANY COURT COSTS AND ATTORNEY FEES AND THE COST SHALL BE PRORATED AS SET FORTH HEREIN. THE MANAGEMENT CONTRACTOR SHALL ALSO HAVE ALL RIGHTS, DUTIES AND OBLIGATIONS IN CONNECTION WITH THE OPERATION OF THE NON-EXCLUSIVE COMMON RECREATIONAL AREA AS IS GRANTED TO HIM IN THE MANAGEMENT CONTRACT, INCLUDING, BUT NOT LIMITED TO THE OBTAINING OF INSURANCE, HIRING OF NECESSARY EMPLOYEES, DETERMINATION OF ASSESSMENTS REQUIRED, ETC. MANAGEMENT CONTRACTOR SHALL BE PAID THE FEE IN THE AMOUNT OF TEN (10%) PER CENT OF THE PROPOSED BUDGET FOR

THE OPERATION OF THE NON-EXCLUSIVE COMMON RECREATIONAL FACILITIES. THE COST OF THIS SAID MANAGEMENT FEE SHALL BE PRORATED AMONG THE VARIOUS ASSOCIATIONS AS SET FORTH HEREINABOVE.

E. EASEMENT TO AIR SPACE: THE APPURTENANCES SHALL INCLUDE AN EASEMENT FOR THE USE OF THE AIR SPACE OCCUPIED BY THE UNIT AS IT EXISTS AT ANY PARTICULAR TIME AND AS THE UNIT MAY BE ALTERED OR RECONSTRUCTED FROM TIME TO TIME, WHICH EASEMENT SHALL BE TERMINATED AUTOMATICALLY IN ANY AIR SPACE WHICH IS VACATED FROM TIME TO TIME.

F. CROSS EASEMENTS: THE APPURTENANCES INCLUDE THE FOLLOWING EASEMENTS FROM EACH UNIT OWNER TO EACH OTHER UNIT OWNER AND TO THE ASSOCIATION; AND TO SUCH OTHER ASSOCIATIONS AS MAY BE HEREINAFTER PLATTED:

1. INGRESS AND EGRESS: EASEMENTS THROUGH THE COMMON ELEMENTS AND NON-EXCLUSIVE COMMON RECREATIONAL AREA FOR INGRESS AND EGRESS.

2. MAINTENANCE, REPAIR AND REPLACEMENT: EASEMENTS THROUGH THE UNITS AND COMMON ELEMENTS FOR MAINTENANCE AND REPAIR AND REPLACEMENT OF THE UNITS AND COMMON ELEMENTS. SUCH ACCESS TO THE UNITS SHALL BE ONLY DURING REASONABLE HOURS EXCEPT THAT ACCESS MAY BE HELD AT ANY TIME IN CASE OF EMERGENCY.

3. SUPPORT: EVERY PORTION OF A UNIT CONTRIBUTING TO THE SUPPORT OF THE BUILDING SHALL BE BURDENED WITH AN EASEMENT OF SUPPORT FOR THE BENEFIT OF ALL OTHER UNITS AND COMMON ELEMENTS IN THE BUILDING.

4. UTILITIES: EASEMENTS THROUGH THE UNITS AND COMMON AREAS FOR CONDUITS, DUCTS, PLUMBING, WIRING AND OTHER FACILITIES FOR THE FURNISHINGS OF UTILITY SERVICES TO OTHER UNITS AND THE COMMON ELEMENTS, PROVIDED HOWEVER, THAT SUCH EASEMENTS THROUGH A UNIT SHALL BE ONLY ACCORDING TO THE PLANS AND SPECIFICATIONS FOR THE BUILDING UNLESS APPROVED IN WRITING BY THE OWNER OF THE UNIT.

G. MAINTENANCE: THE RESPONSIBILITY FOR THE MAINTENANCE OF THE CONDOMINIUM UNIT AND THE PARCELS AS IT MAY APPLY HEREAFTER WITH THE EXCEPTION OF THOSE RESPONSIBILITIES FOR MANAGEMENT AS PROVIDED FOR BY THE ASSOCIATION WITH THE DEVELOPER OR HIS ASSIGNEE, IN ACCORDANCE WITH THE MANAGEMENT AND MAINTENANCE AGREEMENT ATTACHED HERETO AS EXHIBIT "G", SHALL BE AS FOLLOWS:

1. BY THE ASSOCIATION: THE ASSOCIATION SHALL MAINTAIN, REPAIR AND REPLACE AT THE ASSOCIATION'S OWN EXPENSE:

(A) ALL PORTIONS OF THE UNITS (EXCEPT INTERIOR WALL SURFACES) CONTRIBUTING TO THE SUPPORT OF THE BUILDING, WHICH PORTIONS SHALL INCLUDE, BUT NOT BE LIMITED TO, THE OUTSIDE WALLS OF THE BUILDING, AND ALL COMMON ELEMENTS SET FORTH HEREIN.

2. BY THE CONDOMINIUM PARCEL OWNER: THE RESPONSIBILITY OF THE CONDOMINIUM PARCEL OWNER WITH THE EXCEPTION OF THOSE RESPONSIBILITIES FOR MANAGEMENT AS PROVIDED FOR BY THE ASSOCIATION WITH THE DEVELOPER OR HIS ASSIGNEE, IN ACCORDANCE WITH THE MANAGEMENT AND MAINTENANCE AGREEMENT ATTACHED HERETO AS EXHIBIT "G" SHALL BE AS FOLLOWS:

(A) TO MAINTAIN IN GOOD CONDITION, REPAIR AND REPLACE AT HIS EXPENSE, ALL PORTIONS OF THE UNIT, EXCEPT THOSE PORTIONS TO BE MAINTAINED AND REPAIRED BY THE ASSOCIATION. SUCH SHALL BE DONE WITHOUT DISTURBING THE RIGHTS OF OTHER UNIT OWNERS.

(B) NOT TO PAINT OR OTHERWISE DECORATE OR CHANGE APPEARANCE OF ANY PORTION OF THE EXTERIOR OF THE BUILDING.

(C) TO PROMPTLY REPORT TO THE ASSOCIATION ANY DEFECTS OR

NEED FOR REPAIRS, THE RESPONSIBILITY FOR THE REMEDY OF WHICH IS THAT OF THE ASSOCIATION.

(D) NO CONDOMINIUM PARCEL OWNER SHALL MAKE ANY ALTERATIONS IN THE PORTIONS OF THE BUILDING WHICH ARE TO BE MAINTAINED BY THE ASSOCIATION OR REMOVE ANY PORTION THEREOF OR MAKE ANY ADDITION THERETO OR DO ANY WORK WHICH WOULD JEOPARDIZE THE SAFETY OR SOUNDNESS OF THE BUILDING OR IMPAIR ANY EASEMENT WITHOUT FIRST OBTAINING APPROVAL FROM THE BOARD OF DIRECTORS OF THE ASSOCIATION.

(E) NO CONDOMINIUM PARCEL OWNER, OTHER THAN THE DEVELOPER, SHALL BE PERMITTED TO INSTALL OR USE ANY GAS APPLIANCES OR MAKE USE OF ANY GAS FACILITY WITHIN OR WITHOUT THE CONDOMINIUM UNIT.

H. ENFORCEMENT OF MAINTENANCE: IN THE EVENT THE OWNER OF A UNIT FAILS TO MAINTAIN IT AS REQUIRED ABOVE, THE ASSOCIATION OR ANY OTHER UNIT OWNER SHALL HAVE THE RIGHT TO PROCEED IN A COURT OF EQUITY TO SEEK COMPLIANCE WITH THE FOREGOING PROVISIONS; OR THE ASSOCIATION SHALL HAVE THE RIGHT TO ASSESS THE UNIT OWNER AND THE UNIT FOR THE NECESSARY SUMS TO PUT THE IMPROVEMENT WITHIN THE UNIT IN GOOD CONDITION. AFTER SUCH ASSESSMENT, THE ASSOCIATION SHALL HAVE THE RIGHT TO HAVE ITS EMPLOYEES OR AGENTS ENTER THE UNIT AND DO THE NECESSARY WORK TO ENFORCE COMPLIANCE WITH THE ABOVE PROVISION; HOWEVER, ANY LENDER OR OWNER IN THE EVENT THE ASSOCIATION FAILS TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS DECLARATION OR ITS ARTICLES OF INCORPORATION AND BY-LAWS MAY APPLY TO A COURT OF COMPETENT JURISDICTION FOR THE APPOINTMENT OF A RECEIVER FOR THE PURPOSE OF CARRYING OUT THE TERMS AND CONDITIONS REQUIRED TO BE PERFORMED BY THE ASSOCIATION.

I. PARTITION: NO ACTION FOR PARTITION SHALL LIE IN FAVOR OF ANY OF THE OWNERS SO LONG AS THE CONDOMINIUM IS IN EXISTENCE.

#### VIII. ASSESSMENTS

ASSESSMENTS AGAINST THE UNIT OWNERS SHALL BE MADE BY THE ASSOCIATION AND SHALL BE GOVERNED BY THE FOLLOWING PROVISIONS:

A. SHARE OF EXPENSE, COMMON EXPENSE: THE EXPENSE FOR THE OPERATION AND MAINTENANCE OF THE COMMON ELEMENTS (INCLUDING BOTH GENERAL COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND NON-EXCLUSIVE RECREATIONAL AREA) SHALL BE A COMMON EXPENSE.

B. LIABILITY OF UNIT OWNER: EACH UNIT OWNER SHALL BE LIABLE FOR HIS SHARE OF SAID COMMON EXPENSE, WHICH SHARE IS EXPRESSED IN PERCENTAGE IN EXHIBIT "B" SAID SHARE BEING THE SAME SHARE AS SAID OWNER'S EQUITY IN THE COMMON ELEMENTS.

C. ACCOUNTS: ALL SUMS COLLECTED FROM ASSESSMENTS SHALL BE HELD IN TRUST FOR THE UNIT OWNERS AND SHALL BE CREDITED TO THE UNIT OWNER'S ACCOUNT FROM WHICH SHALL BE PAID THE EXPENSES FOR WHICH THE RESPECTIVE ASSESSMENTS ARE MADE.

D. ASSESSMENT ROLL: THE ASSESSMENTS FOR COMMON EXPENSES SHALL BE SET FORTH UPON A ROLL OF THE UNITS, WHICH SHALL BE AVAILABLE IN THE OFFICE OF THE ASSOCIATION FOR INSPECTION BY UNIT OWNERS AT ALL REASONABLE TIMES. SUCH ROLL SHALL INDICATE FOR EACH UNIT THE NAME AND ADDRESS OF THE OWNERS OR OWNER, THE ASSESSMENTS FOR ALL PURPOSES, AND THE AMOUNTS PAID OR UNPAID OF ALL ASSESSMENTS. ANY PERSON OTHER THAN THE UNIT OWNER TO WHOM A CERTIFICATE IS ISSUED MAY RELY UPON A CERTIFICATE WHICH SHALL BE MADE FROM SUCH ASSESSMENT ROLLS BY THE TREASURER OR ASSISTANT TREASURER OF THE ASSOCIATION AS TO THE STATUS OF A UNIT OWNER'S ASSESSMENT ACCOUNT AS OF THE DATE UPON WHICH IT IS DELIVERED.

E. ASSESSMENTS FOR RECURRING EXPENSES: ASSESSMENTS FOR RECURRING EXPENSES FOR EACH ACCOUNT SHALL INCLUDE THE ESTIMATED EXPENSES CHARGEABLE TO THE ACCOUNT AND A REASONABLE ALLOWANCE FOR CONTINGENCIES, AND A REASONABLE AMOUNT FOR DEFERRED MAINTENANCE.

AND RESERVES, LESS THE UNUSED FUND BALANCE CREDITED TO SUCH ACCOUNT. ASSESSMENTS SHALL BE MADE FOR THE CALENDAR YEAR ANNUALLY IN ADVANCE ON DECEMBER 15TH PRECEDING THE YEAR FOR WHICH ASSESSMENTS ARE MADE, AND SUCH ANNUAL ASSESSMENTS SHALL CONSTITUTE A LIEN FOR THE TOTAL AMOUNT OF ALL SUCH ANNUAL ASSESSMENTS AGAINST THE UNIT FOR WHICH SUCH ASSESSMENT IS MADE. SUCH ASSESSMENTS SHALL BE DUE IN TWELVE (12) EQUAL CONSECUTIVE MONTHLY PAYMENTS ON THE FIRST DAY OF EACH MONTH OF THE YEAR FOR WHICH THE ASSESSMENTS ARE MADE. UPON DEFAULT BY ANY OWNER IN THE PAYMENT OF ANY SUCH MONTHLY INSTALLMENT WITHIN THIRTY (30) DAYS AFTER THE DUE DATE THEREOF, THEN THE ASSOCIATION AT ITS OPTION AND WITHOUT NOTICE, SHALL BE ENTITLED TO ACCELERATE THE PAYMENT OF THE BALANCE OF SUCH MONTHLY INSTALLMENTS FOR THE THEN CURRENT ASSESSMENT YEAR. IN THE EVENT SUCH AN ANNUAL ASSESSMENT PROVES TO BE INSUFFICIENT, IT MAY BE AMENDED AT ANY TIME BY ACTION OF A MAJORITY OF THE BOARD OF DIRECTORS OF THE ASSOCIATION. THE UNPAID ASSESSMENT FOR THE REMAINING PORTION OF THE YEAR SHALL BE DUE IN EQUAL MONTHLY INSTALLMENTS, ON THE FIRST DAY OF EACH MONTH THEREAFTER, DURING THE YEAR FOR WHICH THE ASSESSMENT IS MADE. IF AN ANNUAL ASSESSMENT IS NOT MADE OR REQUIRED, A PAYMENT IN THE AMOUNT REQUIRED BY THE LAST PRIOR ASSESSMENT SHALL BE DUE UPON EACH ASSESSMENT PAYMENT DATE UNTIL CHANGED BY A NEW ASSESSMENT.

F. SPECIAL ASSESSMENTS: SPECIAL ASSESSMENTS OTHER THAN THOSE REQUIRED FOR RECURRING EXPENSES MAY BE MADE BY THE BOARD OF DIRECTORS FROM TIME TO TIME TO MEET OTHER NEEDS OR REQUIREMENTS OF THE ASSOCIATION IN THE OPERATION AND MANAGEMENT OF THE ASSOCIATION SUCH AS FOR CAPITAL EXPENDITURES AND REPLACEMENTS. ANY SPECIAL ASSESSMENT IN AN AMOUNT EXCEEDING \$50.00 PER YEAR PER UNIT WHICH IS NOT CONSIDERED AS A RECURRING EXPENSE, SHALL NOT BE LEVIED WITHOUT THE PRIOR APPROVAL OF OWNERS OWNING AT LEAST SEVENTY-FIVE (75%) PER CENT OF THE UNDIVIDED INTERESTS IN THE COMMON ELEMENTS IN THE ASSOCIATION PROVIDED, HOWEVER, THAT ANY ASSESSMENT LEVIED UNDER THE PROVISIONS OF PARAGRAPH IX, G. 5 FOR THE PURPOSE OF RECONSTRUCTION OR REPAIR BY THE ASSOCIATION OF ANY DAMAGE TO A UNIT OR TO THE COMMON ELEMENTS SHALL NOT REQUIRE THE CONSENT OF SEVENTY-FIVE (75%) PER CENT OF THE OWNERS; FURTHER PROVIDED, HOWEVER, THAT SAID ASSESSMENT OR ASSESSMENTS MAY BE MADE ONLY IF SAID DAMAGE IS TO BE REPAIRED OR RECONSTRUCTED, AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.

G. ASSESSMENTS FOR LIENS: ALL LIENS OF ANY NATURE, INCLUDING TAXES AND SPECIAL ASSESSMENTS LEVIED BY GOVERNMENTAL AUTHORITY, WHICH ARE A LIEN UPON MORE THAN ONE UNIT OR ANY PORTION OF THE COMMON AREAS SHALL BE PAID BY THE ASSOCIATION AS A COMMON EXPENSE AND SHALL BE ASSESSED AGAINST THE UNITS AS ATTRIBUTED TO THE COMMON AREAS.

H. ASSESSMENTS FOR EMERGENCIES: ASSESSMENTS FOR COMMON EXPENSES OF EMERGENCIES REQUIRING IMMEDIATE REPAIR AND WHICH CANNOT BE PAID FROM THE ASSESSMENTS FOR RECURRING EXPENSES, SHALL ONLY BE MADE AFTER THE APPROVAL OF THE BOARD OF DIRECTORS. AFTER SUCH APPROVAL BY THE BOARD OF DIRECTORS, SUCH EMERGENCY ASSESSMENT SHALL BECOME EFFECTIVE, AND IT SHALL BE DUE AFTER THIRTY (30) DAYS' NOTICE THEREOF IN SUCH MANNER AS THE BOARD OF DIRECTORS MAY REQUIRE.

I. LIABILITY FOR PAYMENT IN THE EVENT OF FORECLOSURE: IN THE EVENT OF FORECLOSURE OF AN INSTITUTIONAL FIRST MORTGAGE, AS DEFINED IN ARTICLE III M HEREOF, ENCUMBERING A UNIT, THE PURCHASER AT SUCH SALE, HIS SUCCESSOR OR ASSIGNS SHALL NOT BE LIABLE FOR THE SHARE OF ASSESSMENTS PERTAINING TO SUCH UNIT CHARGEABLE TO THE FORMER OWNER OF SUCH UNIT WHICH BECOME DUE PRIOR TO THE FORECLOSURE SALE OF SUCH UNIT. SUCH UNPAID SHARE OF THE ASSESSMENT SHALL BE DEEMED TO BE COMMON EXPENSES COLLECTIBLE FROM ALL OF THE UNIT OWNERS, INCLUDING THE PURCHASER, HIS SUCCESSOR OR ASSIGNS. THE FOREGOING PROVISION SHALL ALSO BE APPLICABLE TO THE CONVEYANCE OF A UNIT TO A FIRST MORTGAGEE IN LIEU OF FORECLOSURE. THE FOREGOING EXEMPTION FOR PAYMENT OF ASSESSMENTS IS IN ADDITION TO AND IN NO WAY RESTRICTIVE OF THE ADDITIONAL EXEMPTIONS GRANTED HEREIN TO MORTGAGEES UND-

ER THE PROVISIONS OF ARTICLE XIV HEREOF.

J. LIABILITY FOR ASSESSMENTS: THE OWNER OF A UNIT AND HIS GRANTEES SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL UNPAID ASSESSMENTS DUE AND PAYABLE AT THE TIME OF A CONVEYANCE BUT WITHOUT PREJUDICE TO THE RIGHTS OF A GRANTEE TO RECOVER FROM THE GRANTORS THE AMOUNTS PAID BY THE GRANTEE THEREFOR. SUCH LIABILITY MAY NOT BE AVOIDED BY WAIVER OF THE USE OR ENJOYMENT OF ANY COMMON FACILITIES OR BY ABANDONMENT OF THE UNIT FOR WHICH THE ASSESSMENT IS MADE. A PURCHASER OF A UNIT AT A JUDICIAL SALE, OR A MORTGAGEE ACQUIRING TITLE THERETO BY DEED IN LIEU OF FORECLOSURE, SHALL BE LIABLE ONLY FOR ASSESSMENTS COMING DUE AFTER SUCH SALE AND FOR THAT PORTION OF DUE ASSESSMENTS PRORATA FOR THE PERIOD AFTER THE DATE OF SUCH SALE.

K. LIEN FOR ASSESSMENTS: THE UNPAID PORTION OF AN ASSESSMENT WHICH IS DUE, INCLUDING PAYMENTS ACCELERATED PURSUANT TO PRECEDING PARAGRAPH E HEREOF, SHALL BE SECURED BY A LIEN UPON:

1. THE UNIT AND ALL APPURTENANCES THERETO WHEN A NOTICE CLAIMING A LIEN HAS BEEN RECORDED BY THE ASSOCIATION IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, WHICH CLAIMS OF LIEN SHALL NOT BE RECORDED UNTIL THE PAYMENT IS PAST DUE FOR AT LEAST TEN (10) DAYS AND WHICH LIEN SHALL BE EFFECTIVE AS AGAINST THE OWNER AND ALL PARTIES HAVING KNOWLEDGE THEREOF, ACTUAL, OR CONSTRUCTIVE BY VIRTUE OF THE RECORDATION.

2. ALL TANGIBLE PERSONAL PROPERTY LOCATED IN THE UNIT EXCEPT THAT SUCH LIEN SHALL BE SUBORDINATE TO BONA FIDE LIENS OF RECORD.

L. COLLECTIONS:

1. INTEREST, APPLICATION OF PAYMENTS, ASSESSMENT AND INSTALLMENTS PAID ON OR BEFORE THIRTY (30) DAYS AFTER DUE DATE SHALL BEAR INTEREST AT THE RATE OF ONE (1%) PER CENT PER MONTH FROM DUE DATE UNTIL PAID. ALL PAYMENTS ON ACCOUNT SHALL BE APPLIED FIRST TO INTEREST, IF ACCRUED, AND THEN TO THE ASSESSMENT PAYMENT FIRST DUE.

2. SUIT - THE ASSOCIATION MAY ENFORCE COLLECTION OF ANY DELINQUENT ASSESSMENT BY SUIT AT LAW FOR THE PURPOSE OF SECURING MONEY JUDGMENTS WITHOUT IN ANY WAY WAIVING ANY LIENS WHICH SECURE THE SAME AND IN SUCH SUIT, THE ASSOCIATION MAY RECOVER, IN ADDITION TO ANY ASSESSMENTS DUE IT, INTEREST THEREON AT THE RATE OF ONE AND ONE-HALF (1-1/2%) PER CENT PER MONTH, AND ANY AND ALL COSTS INCURRED IN CONNECTION WITH SUCH SUIT, AND A REASONABLE ATTORNEY'S FEE, INCLUDING ATTORNEY'S FEE FOR ANY APPELLATE WORK.

3. IN ADDITION TO ANY OTHER REMEDIES AVAILABLE TO THE ASSOCIATION, THE ASSOCIATION MAY FORECLOSE ITS LIEN FOR DELINQUENT ASSESSMENTS IN A SUIT BROUGHT IN THE NAME OF THE ASSOCIATION IN LIKE MANNER AS THE FORECLOSURE OF A MORTGAGE ON REAL PROPERTY. IN ANY SUCH FORECLOSURE, THE OWNER SHALL BE REQUIRED TO PAY A REASONABLE RENTAL FOR THE CONDOMINIUM UNIT WHICH RENTAL IS HEREBY DECLARED TO BE EQUAL TO THE MONTHLY ASSESSMENTS, (INCLUDING CHARGES UNDER THE MANAGEMENT AND MAINTENANCE AGREEMENT NORMALLY CHARGEABLE AGAINST SAID OWNER, INCLUDING ANY ASSESSMENT AS AUTHORIZED TO BE ASSESSED AGAINST SAID OWNER. THE ASSOCIATION IN SUCH FORECLOSURE SHALL BE ENTITLED TO THE APPOINTMENT OF A RECEIVER TO COLLECT SAID RENTAL FOR THE ASSOCIATION. IN ADDITION THERETO, THE ASSOCIATION SHALL BE ENTITLED TO RECOVER IN SAID FORECLOSURE ANY COSTS INCURRED BY IT IN CONNECTION HEREWITHE AND A REASONABLE ATTORNEY'S FEE, INCLUDING ATTORNEY'S FEE FOR ANY APPELLATE WORK. THE ASSOCIATION MAY BID IN THE CONDOMINIUM UNIT AT SAID FORECLOSURE SALE AND THEREAFTER MAY ACQUIRE, HOLD, LEASE, MORTGAGE OR CONVEY THE SAME.

## IX. ADMINISTRATION

THE ADMINISTRATION OF THE CONDOMINIUM INCLUDING THE ACTS REQUIRED BY THE ASSOCIATION BY THE CONDOMINIUM DOCUMENTS, THE MAINTENANCE, REPAIR AND OPERATION OF THE COMMON FACILITIES, AND THE MAINTENANCE AND REPAIR OF ALL PORTIONS OF UNITS REQUIRED TO BE MAINTAINED BY THE ASSOCIATION SHALL BE THE RESPONSIBILITY OF THE ASSOCIATION AND SHALL BE GOVERNED BY THE FOLLOWING PROVISIONS:

A. THE ASSOCIATION HAS BEEN INCORPORATED UNDER THE NAME OF OAK LAKE PARK I CONDOMINIUM ASSOCIATION, INC., AS A CORPORATION NOT FOR PROFIT UNDER THE LAWS FOR THE STATE OF FLORIDA UNDER THE ARTICLES OF INCORPORATION, A COPY OF WHICH IS ATTACHED HERETO. ANY OTHER FORM OR ORGANIZATION FOR THE ASSOCIATION MAY BE SUBSTITUTED UPON THE UNANIMOUS APPROVAL OF THE MEMBERS.

B. THE BY-LAWS OF THE ASSOCIATION ARE ATTACHED HERETO AND SHALL REMAIN IN EFFECT UNTIL SUCH BY-LAWS ARE AMENDED AS THEREIN PROVIDED.

C. THE DUTIES AND POWERS OF THE ASSOCIATION SHALL BE THOSE SET FORTH IN THE CONDOMINIUM DOCUMENTS WITH THOSE POWERS AND DUTIES WHICH ARE REASONABLY IMPLIED TO EFFECT THE PURPOSES OF THE ASSOCIATION AND CONDOMINIUM. SUCH POWERS AND DUTIES SHALL BE CARRIED OUT IN A MANNER SET FORTH IN THE CONDOMINIUM DOCUMENTS.

D. NOTICE FOR A SPECIAL MEETING MAY BE GIVEN BY THE ASSOCIATION TO UNIT OWNERS OR BY UNIT OWNER TO THE ASSOCIATION IN THE MANNER PROVIDED FOR NOTICE TO MEMBERS BY THE BY-LAWS OF THE ASSOCIATION.

E. TRUST. ALL FUNDS AND THE TITLE TO ALL PROPERTIES ACQUIRED BY THE ASSOCIATION AND THE PROCEEDS THEREOF SHALL BE HELD ONLY FOR THE USE AND BENEFIT OF THE UNIT OWNERS AND FOR THE PURPOSE THEREIN STATED.

F. INSURANCE. THE INSURANCE OTHER THAN TITLE INSURANCE WHICH SHALL BE CARRIED UPON THE CONDOMINIUM PROPERTY AND THE PROPERTY OF THE UNIT OWNERS SHALL BE PROVIDED BY THE FOLLOWING PROVISIONS:

## 1. PURCHASE; NAMED INSURED.

(A) PURCHASE. ALL INSURANCE POLICIES UPON THE CONDOMINIUM PROPERTY SHALL BE PURCHASED BY THE ASSOCIATION THROUGH AN AGENT HAVING A PLACE OF BUSINESS IN THE STATE OF FLORIDA, AND SHALL BE ISSUED BY AN INSURANCE COMPANY AUTHORIZED TO DO BUSINESS IN FLORIDA.

(B) APPROVAL. THE INSURANCE AGENCY AND INSURANCE COMPANY SHALL BE SUBJECT TO APPROVAL BY THE BANK, MORTGAGE AND SAVINGS AND LOAN ASSOCIATION, MORTGAGE COMPANY OR INSURANCE COMPANY, WHICH AT THE TIME FOR APPROVAL IS THE OWNER AND HOLDER OF THE OLDEST UNSATISFIED MORTGAGE UPON A UNIT IN THE CONDOMINIUM HELD BY SUCH AN INSTITUTION. SUCH APPROVAL MAY BE OBTAINED BY DIRECTING TO THE MORTGAGEE HAVING THE RIGHT OF APPROVAL OR DISAPPROVAL THE CHOICE OF SUCH INSURANCE COMPANY; AND IF A RESPONSE FROM THE MORTGAGEE IS NOT RECEIVED WITHIN A TEN (10) DAY PERIOD, THE CHOICE SHALL BE DEEMED TO BE APPROVED. AN APPROVAL SHALL NOT BE UNREASONABLY WITHHELD OR DENIED.

(C) NAMED INSURED. THE NAMED INSURED SHALL BE THE ASSOCIATION INDIVIDUALLY AS AGENT FOR THE UNIT OWNERS WITHOUT NAMING THEM, AND SHALL INCLUDE THE MORTGAGEES OF UNITS WHICH ARE LISTED IN THE ROSTER OF MORTGAGEES. SUCH POLICIES SHALL PROVIDE THAT PAYMENTS FOR LOSSES THEREUNDER BY THE INSUROR SHALL BE PAID TO THE INSURANCE TRUSTEE HEREINAFTER DESIGNATED, AND ALL POLICIES AND ENDORSEMENTS THEREON SHALL BE DEPOSITED WITH THE INSURANCE TRUSTEE. UNIT OWNERS MAY OBTAIN INSURANCE COVERAGE AT THEIR EXPENSE UP-

ON THEIR OWN PERSONAL LIABILITY AND LIVING EXPENSE.

(D) COPIES TO MORTGAGEES. ONE COPY OF EACH INSURANCE POLICY AND OF ALL ENDORSEMENTS THEREON, SHALL BE FURNISHED BY THE ASSOCIATION TO EACH MORTGAGEE INCLUDED IN THE MORTGAGEE ROSTER. SUCH COPIES SHALL BE FURNISHED NOT LESS THAN TEN (10) DAYS PRIOR TO THE EXPIRATION OF EXPIRING POLICIES.

2. COVERAGE.

(A) CASUALTY. ALL BUILDINGS AND ORIGINAL IMPROVEMENTS UPON THE LAND AND ANY PERSONAL PROPERTY INCLUDED IN THE COMMON ELEMENTS SHALL BE INSURED IN AN AMOUNT EQUAL TO THE MAXIMUM INSURABLE REPLACEMENT VALUE, EXCLUDING FOUNDATION AND EXCAVATION COSTS, AS DETERMINED ANNUALLY BY THE BOARD OF DIRECTORS OF THE ASSOCIATION. SUCH COVERAGE SHALL AFFORD PROTECTION AGAINST:

1) LOSS OR DAMAGE BY FIRE AND OTHER HAZARDS COVERED BY A STANDARD EXTENDED COVERAGE ENDORSEMENT, AND

2) SUCH OTHER RISKS AS FROM TIME TO TIME SHALL BE CUSTOMARILY COVERED WITH RESPECT TO BUILDING SIMILAR TO CONSTRUCTION, LOCATION AND USE AS THE BUILDING ON THE LAND, INCLUDING, BUT NOT LIMITED TO, VANDALISM AND MALICIOUS MISCHIEF.

(B) PUBLIC LIABILITY IN SUCH AMOUNTS AND WITH SUCH COVERAGE AS SHALL BE REQUIRED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION, INCLUDING, BUT NOT LIMITED TO, HIRED AUTOMOBILE AND NON-OWNED AUTOMOBILE COVERAGE AND WITH CROSS LIABILITY ENDORSEMENTS TO COVER LIABILITIES OF THE UNIT OWNERS AS A GROUP TO A UNIT OWNER.

(C) WORKMEN'S COMPENSATION POLICY TO MEET THE REQUIREMENTS OF LAW.

(D) SUCH OTHER INSURANCE AS THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL DETERMINE FROM TIME TO TIME TO BE DESIRABLE.

3. PREMIUM. PREMIUMS UPON INSURANCE POLICIES BY THE ASSOCIATION SHALL BE PAID BY THE ASSOCIATION AS A COMMON EXPENSE. NOT LESS THAN TEN (10) DAYS PRIOR TO THE DATE WHEN A PREMIUM IS DUE, EVIDENCE OF SUCH PAYMENT SHALL BE FURNISHED BY THE ASSOCIATION TO EACH MORTGAGEE LISTED IN THE ROSTER OF MORTGAGEES.

4. INSURANCE TRUSTEE; SHARES OF PROCEEDS. ALL INSURANCE POLICIES PURCHASED BY THE ASSOCIATION SHALL BE FOR THE BENEFIT OF THE ASSOCIATION AND THE UNIT OWNERS AND THEIR MORTGAGEES, AND THE DEVELOPER AND MAINTENANCE CONTRACTOR AS THEIR INTEREST MAY APPEAR, AND SHALL PROVIDE THAT ALL PROCEEDS COVERING PROPERTY LOSSES SHALL BE PAID TO THE TRUSTEE, WHICH SHALL BE THE TRUST DEPARTMENT OF A LOCAL BANK, AS MAY BE DESIGNATED AS INSURANCE TRUSTEE BY THE BOARD OF DIRECTORS OF THE ASSOCIATION, WHICH TRUSTEE IS HEREIN REFERRED TO AS THE INSURANCE TRUSTEE. THE INSURANCE TRUSTEE SHALL NOT BE LIABLE FOR PAYMENT OF PREMIUMS NOR FOR THE RENEWAL OF THE SUFFICIENCY OF POLICIES NOR FOR THE FAILURE TO COLLECT ANY INSURANCE PROCEEDS. THE DUTY OF THE INSURANCE TRUSTEE SHALL BE TO RECEIVE SUCH PROCEEDS AS ARE PAID AND TO HOLD THE SAME IN TRUST FOR THE PURPOSES ELSEWHERE STATED HEREIN AND FOR THE BENEFIT OF THE UNIT OWNERS, THEIR MORTGAGEES, THE DEVELOPER, AND/OR MAINTENANCE CONTRACTOR, IF ANY, IN THE FOLLOWING SHARES, BUT WHICH SHARES NEED NOT BE SET FORTH ON 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) UNITS. PROCEEDS ON ACCOUNT OF DAMAGE TO UNITS SHALL BE HELD IN THE FOLLOWING UNDIVIDED SHARES:

1) WHEN THE BUILDINGS ARE TO BE RESTORED FOR THE OWNERS OF DAMAGED UNITS IN PROPORTION TO THE COST OF REPAIRING THE DAMAGE SUFFERED BY EACH UNIT OWNER, WHICH COST SHALL BE DETERMINED BY THE ASSOCIATION.

2) WHEN THE BUILDING IS NOT TO BE RESTORED AN UNDIVIDED SHARE FOR EACH UNIT OWNER, SUCH SHARE BEING THE SAME AS THE UNDIVIDED SHARE IN THE COMMON ELEMENTS APPURTENNANT TO HIS UNIT.

(C) MORTGAGES. IN THE EVENT A MORTGAGEE ENDORSEMENT HAS BEEN ISSUED AS TO A UNIT, THE SHARE OF THE UNIT OWNER SHALL BE HELD IN TRUST FOR THE MORTGAGEE AND THE UNIT OWNER AS THEIR INTEREST 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.

(D) RIGHTS OF THE DEVELOPER AND/OR MAINTENANCE CONTRACTOR, IF ANY. THE INTEREST IN INSURANCE PROCEEDS OF ALL OWNERS SHALL BE SUBJECT TO A LIEN IN FAVOR OF THE DEVELOPER AND/OR MAINTENANCE CONTRACTOR, IF ANY. IF THE INSURANCE PROCEEDS ARE TO BE UTILIZED FOR REPAIR OR RECONSTRUCTION, THEN AND IN THAT EVENT THE DEVELOPER AND/OR MAINTENANCE CONTRACTOR, IF ANY, SHALL HAVE NO RIGHT OR LIEN AGAINST SAID INSURANCE PROCEEDS.

5. DISTRIBUTION OF PROCEEDS. PROCEEDS OF INSURANCE POLICIES RECEIVED BY THE INSURANCE TRUSTEE SHALL BE DISTRIBUTED TO OR FOR THE BENEFIT OF THE BENEFICIAL OWNERS IN THE FOLLOWING MANNER:

(A) EXPENSE OF THE TRUST. ALL EXPENSES OF THE INSURANCE TRUSTEE SHALL BE FIRST PAID OR PROVISION MADE THEREFORE.

(B) RECONSTRUCTION OR REPAIR. IF THE DAMAGE FOR WHICH THE PROCEEDS ARE PAID IS TO BE REPAIRED OR RECONSTRUCTED, THE REMAINING PROCEEDS, SHALL BE PAID TO DEFRAY COSTS THEREOF AS ELSEWHERE PROVIDED. ANY PROCEEDS REMAINING AFTER DEFRAYING SUCH COSTS SHALL BE DISTRIBUTED TO THE BENEFICIAL OWNERS, REMITTANCE TO UNIT OWNERS AND THEIR MORTGAGEES BEING PAYABLE JOINTLY TO THEM AS THEIR INTERESTS MAY APPEAR.

(C) 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 RECONSTRUCTED OR REPAIRED, THE REMAINING PROCEEDS SHALL BE DISTRIBUTED TO THE UNIT OWNERS, PROVIDED, HOWEVER, THAT SAID PROCEEDS SHALL BE PAYABLE TO SAID UNIT OWNER, ANY MORTGAGEE HOLDING AN INSTITUTIONAL MORTGAGE ON SAID UNIT, AND TO THE DEVELOPER AND/OR MAINTENANCE CONTRACTOR, IF ANY, OR THEIR ASSIGNS. IN THIS EVENT, SAID PROCEEDS SHALL FIRST BE UTILIZED TO PAY OFF OR BE APPLIED AGAINST THE MORTGAGE LIEN HELD BY SAID INSTITUTIONAL MORTGAGE, AND THE BALANCE, IF ANY, SHALL BE FIRST APPLIED AGAINST ANY MONIES DUE TO THE DEVELOPER AND/OR MAINTENANCE CONTRACTOR, IF ANY, OR THEIR ASSIGNS, AND THE BALANCE OF SAID PROCEEDS, IF ANY, SHALL BE PAYABLE TO SAID UNIT OWNER.

(D) CERTIFICATE. IN MAKING DISTRIBUTION TO UNIT OWNERS, THEIR INSTITUTIONAL MORTGAGEES AND THE DEVELOPER AND/OR MAINTENANCE CONTRACTOR, IF ANY, OR THEIR ASSIGNS, THE INSURANCE TRUSTEE MAY RELY UPON A CERTIFICATE OF THE ASSOCIATION MADE BY ITS PRESIDENT AND SECRETARY AS TO THE NAMES OF THE UNIT OWNERS AND THEIR RESPECTIVE SHARES OF THE DISTRIBUTION.

6. ASSOCIATION AS AGENT. THE ASSOCIATION IS HEREBY IRREVOCABLY APPOINTED AGENT FOR EACH UNIT OWNER AND FOR EACH OWNER OF AN INSTITUTIONAL MORTGAGE OR OTHER LIEN UPON A UNIT, OR FOR THE DEVELOPER AND/OR MAINTENANCE CONTRACTOR, IF ANY, OR THEIR ASSIGNS, AND FOR EACH OWNER OF ANY OTHER INTEREST IN THIS CONDOMINIUM PROPERTY TO ADJUST ALL CLAIMS ARISING UNDER INSURANCE POLICIES PURCHASED BY THE ASSOCIATION, AND TO EXECUTE AND DELIVER RELEASE, UPON THE PAYMENT OF CLAIMS.

7. BENEFIT OF MORTGAGEES. CERTAIN PROVISIONS IN THIS PARAGRAPH "F" ENTITLED "INSURANCE" ARE FOR THE BENEFIT OF MORTGAGEES

OF CONDOMINIUM PARCELS AND ALL OF SUCH PROVISIONS ARE COVENANTS FOR THE BENEFIT OF ANY MORTGAGEE OF A UNIT AND MAY BE ENFORCED BY SUCH MORTGAGEE.

8. BENEFIT OF THE DEVELOPER AND/OR MAINTENANCE CONTRACTOR, IF ANY. CERTAIN PROVISIONS OF THIS PARAGRAPH "F" ENTITLED "INSURANCE" ARE FOR THE BENEFIT OF THE DEVELOPER AND/OR MAINTENANCE CONTRACTOR, IF ANY, OR THEIR ASSIGNS AND MAY BE ENFORCED BY THEM.

G. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

1. DETERMINATION TO RECONSTRUCT OR REPAIR. IF ANY PART OF THE CONDOMINIUM PROPERTY SHALL BE DAMAGED BY CASUALTY, WHETHER OR NOT IT SHALL BE RECONSTRUCTED OR REPAIRED SHALL BE DETERMINED IN THE FOLLOWING MANNER:

(A) COMMON ELEMENT. IF THE DAMAGED IMPROVEMENT IS A COMMON ELEMENT, THE DAMAGED PROPERTY SHALL BE RECONSTRUCTED OR REPAIRED UNLESS IT IS DETERMINED IN THE MANNER ELSEWHERE PROVIDED THAT THE CONDOMINIUM SHALL BE TERMINATED.

(B) UNIT BUILDINGS.

1) LESSER DAMAGE. IF THE DAMAGE CONSISTS OF DAMAGE TO LESS THAN FIFTY (50%) PER CENT OF THE UNITS OF THE CONDOMINIUM THEN AND IN THAT EVENT THE DAMAGED UNIT OR UNITS SHALL BE RECONSTRUCTED OR REPAIRED.

2) MAJOR DAMAGE. IF MORE THAN FIFTY (50%) PER CENT OF THE UNITS LOCATED IN THE VARIOUS BUILDINGS OF THE CONDOMINIUM ARE DAMAGED AND ARE NOT TENANTABLE, THEN THE BOARD OF DIRECTORS SHALL CALL FOR A SPECIAL MEETING OF THE OWNERS TO DETERMINE WHETHER OR NOT SAID DAMAGE SHALL BE REPAIRED OR RECONSTRUCTED. IN THE EVENT THAT OWNERS OF SEVENTY-FIVE (75%) PER CENT OF THE COMMON ELEMENTS AGREE IN WRITING NOT TO REPAIR OR RECONSTRUCT THE SAID BUILDINGS, THEN THE CONDOMINIUM SHALL BE TERMINATED AS ELSEWHERE PROVIDED.

(C) CERTIFICATE. THE INSURANCE TRUSTEE MAY RELY UPON A CERTIFICATE OF THE ASSOCIATION MADE BY ITS PRESIDENT AND SECRETARY TO DETERMINE WHETHER OR NOT THE DAMAGED PROPERTY IS TO BE RECONSTRUCTED OR REPAIRED.

2. PLANS AND SPECIFICATIONS. ANY RECONSTRUCTION OR REPAIR MUST BE SUBSTANTIALLY IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS FOR THE ORIGINAL BUILDING, PORTIONS OF WHICH ARE ATTACHED HERETO AS EXHIBITS.

3. RESPONSIBILITY. IF THE DAMAGE IS ONLY TO THOSE PARTS OF ONE UNIT FOR WHICH THE RESPONSIBILITY OF MAINTENANCE AND REPAIR IS THAT OF THE UNIT OWNER, THEN THE UNIT OWNER SHALL BE RESPONSIBLE FOR THE RECONSTRUCTION AND REPAIR AFTER CASUALTY. IN ALL OTHER INSTANCES THE RESPONSIBILITY OF RECONSTRUCTION AND REPAIR AFTER CASUALTY SHALL BE THAT OF THE ASSOCIATION.

4. ESTIMATE OF COSTS. IMMEDIATELY AFTER A DETERMINATION TO REBUILD OR REPAIR DAMAGE TO PROPERTY FOR WHICH THE ASSOCIATION HAS THE RESPONSIBILITY OF RECONSTRUCTION OR REPAIR, THE ASSOCIATION SHALL OBTAIN RELIABLE AND DETAILED ESTIMATES OF THE COSTS TO REBUILD OR REPAIR.

5. ASSESSMENTS. IF THE PROCEEDS OF INSURANCE ARE NOT SUFFICIENT TO DEFRAY THE ESTIMATED COSTS OF RECONSTRUCTION AND REPAIR, BY THE ASSOCIATION, OR IF AT ANY TIME DURING RECONSTRUCTION AND REPAIR, OR UPON COMPLETION OF RECONSTRUCTION AND REPAIR, THE FUNDS FOR THE PAYMENT OF THE COSTS THEREOF ARE INSUFFICIENT, ASSESSMENTS SHALL BE MADE AGAINST THE UNIT OWNERS WHO OWN THE DAMAGED UNITS, AND AGAINST ALL UNIT OWNERS IN THE CASE OF DAMAGE TO COMMON ELEMENTS, IN SUFFICIENT AMOUNTS TO PROVIDE FUNDS FOR THE PAYMENT OF SUCH COSTS. SUCH ASSESSMENTS AGAINST UNIT OWNERS FOR DAMAGE TO

UNITS SHALL BE IN PROPORTION TO THE COST OF RECONSTRUCTION AND REPAIR OF THEIR RESPECTIVE UNITS. SUCH ASSESSMENTS ON ACCOUNT OF DAMAGE TO COMMON ELEMENTS SHALL BE IN PROPORTION TO THE OWNER'S SHARE IN THE COMMON ELEMENTS.

6. CONSTRUCTION FUNDS. THE FUNDS FOR PAYMENT OF COSTS FOR RECONSTRUCTION AND REPAIR AFTER CASUALTY, WHICH SHALL CONSIST OF PROCEEDS OF INSURANCE HELD BY THE INSURANCE TRUSTEE AND FUNDS COLLECTED BY THE ASSOCIATION FROM ASSESSMENTS AGAINST UNIT OWNERS, SHALL BE DISBURSED IN PAYMENT OF SUCH COSTS IN THE FOLLOWING MANNER:

(A) ASSOCIATION. IF THE TOTAL OF ASSESSMENTS MADE BY THE ASSOCIATION IN ORDER TO PROVIDE FUNDS FOR PAYMENT OF COSTS OF RECONSTRUCTION AND REPAIR WHICH IS THE RESPONSIBILITY OF THE ASSOCIATION IS MORE THAN FIVE THOUSAND (\$5,000.00) DOLLARS, THEN THE SUMS PAID UPON SUCH ASSESSMENTS SHALL BE DEPOSITED BY THE ASSOCIATION WITH THE INSURANCE TRUSTEE. IN ALL OTHER CASES, THE ASSOCIATION SHALL HOLD THE SUMS PAID UPON SUCH ASSESSMENTS AND DISBURSE THE SAME IN PAYMENT OF THE COSTS OF RECONSTRUCTION AND REPAIR.

(B) INSURANCE TRUSTEE. THE PROCEEDS OF INSURANCE COLLECTED ON ACCOUNT OF A CASUALTY, AND THE SUMS DEPOSITED WITH THE INSURANCE TRUSTEE BY THE ASSOCIATION FROM COLLECTIONS OF ASSESSMENTS AGAINST UNIT OWNERS ON ACCOUNT OF SUCH CASUALTY, SHALL CONSTITUTE A CONSTRUCTION FUND WHICH SHALL BE DISBURSED IN PAYMENT OF THE COSTS OF RECONSTRUCTION AND REPAIR IN THE FOLLOWING MANNER AND ORDER:

1) ASSOCIATION - LESSER DAMAGE. IF THE AMOUNT OF THE ESTIMATED AMOUNT OF RECONSTRUCTION AND REPAIR WHICH IS THE RESPONSIBILITY OF THE ASSOCIATION IS LESS THAN FIVE THOUSAND (\$5,000.00) DOLLARS, THEN THE CONSTRUCTION FUNDS SHALL BE DISBURSED IN PAYMENT OF SUCH COSTS UPON THE ORDER OF THE ASSOCIATION, PROVIDED, HOWEVER, THAT UPON REQUEST TO THE INSURANCE TRUSTEE BY A MORTGAGEE WHICH IS BENEFICIARY OF AN INSURANCE POLICY THE PROCEEDS OF WHICH ARE INCLUDED IN THE CONSTRUCTION FUND, SUCH FUND SHALL BE DISBURSED IN THE MANNER HEREAFTER PROVIDED FOR THE RECONSTRUCTION AND REPAIR OF MAJOR DAMAGE.

2) ASSOCIATION - MAJOR DAMAGE. IF THE AMOUNT OF THE ESTIMATED COSTS OF RECONSTRUCTION AND REPAIR WHICH IS THE RESPONSIBILITY OF THE ASSOCIATION IS MORE THAN FIVE THOUSAND (\$5,000.00) DOLLARS, THEN THE CONSTRUCTION FUND SHALL BE DISBURSED IN PAYMENT OF SUCH COSTS IN THE MANNER REQUIRED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION AND UPON APPROVAL OF AN ARCHITECT QUALIFIED TO PRACTICE IN FLORIDA AND EMPLOYED BY THE ASSOCIATION TO SUPERVISE THE WORK.

3) UNIT OWNER. THE PORTION OF INSURANCE PROCEEDS REPRESENTING DAMAGE FOR WHICH THE RESPONSIBILITY OF RECONSTRUCTION AND REPAIR LIES WITH A UNIT OWNER SHALL BE PAID BY THE INSURANCE TRUSTEE TO THE UNIT OWNER, OR IF THERE IS A MORTGAGE ENDORSEMENT AS TO SUCH UNIT, THEN TO THE UNIT OWNER AND THE MORTGAGEE JOINTLY, WHO SHALL USE SAID PROCEEDS FOR THE PURPOSE OF RECONSTRUCTING AND REPAIRING SAID UNIT.

4) SURPLUS. IT SHALL BE PRESUMED THAT THE FIRST MONEYS DISBURSED IN PAYMENT OF COSTS OF RECONSTRUCTION AND REPAIR SHALL BE FROM INSURANCE PROCEEDS. IF THERE IS A BALANCE IN A CONSTRUCTION FUND AFTER PAYMENT OF ALL COSTS OF RECONSTRUCTION AND REPAIR FOR WHICH THE FUND IS ESTABLISHED, SUCH BALANCE SHALL BE DISTRIBUTED TO THE BENEFICIAL OWNERS OF THE FUND; EXCEPT, HOWEVER, THAT THE PART OF A DISTRIBUTION TO A BENEFICIAL OWNER WHICH IS NOT IN EXCESS OF ASSESSMENTS PAID BY SUCH OWNER INTO THE CONSTRUCTION FUND SHALL NOT BE PAYABLE TO ANY MORTGAGEE.

5) CERTIFICATE. NOTWITHSTANDING THE PROVISIONS HEREIN, THE INSURANCE TRUSTEE SHALL NOT BE REQUIRED TO DETERMINE WHETHER OR NOT SUMS PAID BY THE UNIT OWNERS UPON ASSESSMENTS SHALL BE DEPOSITED WHETHER THE DISBURSEMENTS FROM THE CONSTRUCTION FUND ARE TO BE

UPON THE ORDER OF THE ASSOCIATION OR UPON APPROVAL OF AN ARCHITECT OR OTHERWISE, NOR WHETHER A DISBURSEMENT IS TO BE MADE FROM THE CONSTRUCTION FUND NOR TO DETERMINE THE PAYEE NOR THE AMOUNT TO BE PAID. INSTEAD, THE INSURANCE TRUSTEE MAY RELY UPON A CERTIFICATE OF THE ASSOCIATION MADE BY ITS PRESIDENT AND SECRETARY AS TO ANY OR ALL OF SUCH MATTERS AND STATING THAT THE SUMS TO BE PAID ARE DUE AND PROPERLY PAYABLE AND STATING THE NAME OF THE PAYEE AND THE AMOUNT TO BE PAID; PROVIDED THAT WHEN A MORTGAGEE IS HEREIN REQUIRED TO BE NAMED AS PAYEE THE INSURANCE TRUSTEE SHALL ALSO NAME THE MORTGAGEE AS PAYEE OF ANY DISTRIBUTION OF INSURANCE PROCEEDS TO A UNIT OWNER; AND FURTHER PROVIDED THAT WHEN THE ASSOCIATION, OR A MORTGAGEE WHICH IS THE BENEFICIARY OF AN INSURANCE POLICY THE PROCEEDS OF WHICH ARE INCLUDED IN THE CONSTRUCTION FUND SO REQUIRES, THE APPROVAL OF AN ARCHITECT NAMED BY THE ASSOCIATION SHALL BE FIRST OBTAINED BY THE ASSOCIATION UPON DISBURSEMENTS IN PAYMENT OF COSTS OF RECONSTRUCTION AND REPAIR.

#### H. TAXES AND SPECIAL ASSESSMENTS.

1. ANTICIPATED TAXES. IT IS ANTICIPATED THAT TAXES AND SPECIAL ASSESSMENTS UPON THE UNIT AND COMMON ELEMENTS WILL BE ASSESSED BY THE TAXING AUTHORITIES TO THE UNIT OWNERS.

2. OTHER ASSESSMENTS. ANY TAXES AND SPECIAL ASSESSMENTS UPON THE CONDOMINIUM PROPERTY WHICH ARE NOT ASSESSED AGAINST THE UNIT OWNERS SHALL BE INCLUDED IN THE BUDGET OF THE ASSOCIATION AS RECURRING EXPENSES AND SHALL BE ASSESSED AGAINST THE UNIT OWNERS AS A COMMON EXPENSE.

#### X. USE RESTRICTIONS

THE USE OF THE PROPERTY OF THE CONDOMINIUM SHALL BE IN ACCORDANCE WITH THE FOLLOWING PROVISIONS:

A. NUISANCES - NO NUISANCE SHALL BE ALLOWED UPON THE CONDOMINIUM PROPERTY NOR ANY USE OR PRACTICE WHICH IS THE SOURCE OF ANNOYANCE TO RESIDENTS OR WHICH INTERFERES WITH THE PEACEFUL POSSESSION AND PROPER USE OF THE PROPERTY BY ITS RESIDENTS. ALL PARTS OF THE PROPERTY SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION, AND NO RUBBISH, REFUSE, OR GARBAGE ALLOWED TO ACCUMULATE NOR ANY FIRE HAZARD ALLOWED TO EXIST. THE KEEPING AND CARE OF PETS SHALL BE REGULATED BY THE RULES AND REGULATIONS OF THE ASSOCIATION ATTACHED HERETO AS EXHIBIT "E".

B. UNLAWFUL USE - NO IMMORAL, IMPROPER, OFFENSIVE, OR UNLAWFUL USE SHALL BE MADE OF THE CONDOMINIUM PROPERTY NOR ANY PART THEREOF; AND ALL LAWS, ZONING ORDINANCES, AND REGULATIONS OF ALL GOVERNMENTAL BODIES HAVING JURISDICTION THEREOF SHALL BE OBSERVED. THE RESPONSIBILITY OF MEETING THE REQUIREMENTS OF GOVERNMENTAL BODIES WHICH REQUIRE MAINTENANCE, MODIFICATION, OR REPAIR OF THE CONDOMINIUM PROPERTY SHALL BE THE SAME AS THE RESPONSIBILITY FOR THE MAINTENANCE AND REPAIR OF THE PROPERTY CONCERNED.

C. REGULATIONS - REGULATIONS CONCERNING THE USE OF THE CONDOMINIUM PROPERTY HAVE BEEN ADOPTED AND ARE ATTACHED HERETO AS EXHIBIT "D", AND MAY BE AMENDED FROM TIME TO TIME BY SEVENTY-FIVE (75%) PER CENT OF THE BOARD OF DIRECTORS OF THE ASSOCIATION; PROVIDED, HOWEVER, THAT ALL SUCH AMENDMENTS THERETO SHALL BECOME EFFECTIVE AFTER COPIES OF SUCH REGULATIONS AND AMENDMENTS THERETO HAVE BEEN FURNISHED TO ALL UNIT OWNERS BY MAIL.

#### D. LIENS.

(1) PROTECTION OF PROPERTY. ALL LIENS AGAINST A UNIT OTHER THAN FOR PERMITTED MORTGAGES, TAXES OR SPECIAL ASSESSMENTS SHALL BE SATISFIED OR OTHERWISE REMOVED WITHIN THIRTY (30) DAYS FROM THE DATE OF THE LIEN ATTACHMENT. ALL TAXES AND SPECIAL ASSESSMENTS UPON A UNIT SHALL BE PAID BEFORE THEY BECOME DELINQUENT.

(2) NOTICE OF LIEN. A UNIT OWNER SHALL GIVE NOTICE TO THE ASSOCIATION AND DEVELOPER OF EVERY LIEN AGAINST HIS UNIT OTHER THAN PERMITTED MORTGAGES, TAXES AND SPECIAL ASSESSMENTS WITHIN FIVE (5) DAYS AFTER THE LIEN ATTACHES.

(3) NOTICE OF SUIT. A UNIT OWNER SHALL GIVE NOTICE TO THE ASSOCIATION OF EVERY SUIT OR OTHER PROCEEDING WHICH MAY AFFECT THE TITLE TO HIS UNIT, SUCH NOTICE TO BE GIVEN WITHIN FIVE (5) DAYS AFTER THE UNIT OWNER RECEIVES NOTICE THEREOF.

(4) FAILURE TO COMPLY WITH THIS SECTION CONCERNING LIENS SHALL NOT AFFECT THE VALIDITY OF ANY JUDICIAL SALE.

#### E. JUDICIAL SALE.

(1) SHOULD THE INTEREST OF A UNIT OWNER BECOME SUBJECT TO AN INSTITUTIONAL FIRST MORTGAGE AS SECURITY IN GOOD FAITH OR FOR VALUE, THE HOLDER OF SUCH MORTGAGE UPON BECOMING THE OWNER OF SUCH INTEREST, THROUGH WHATEVER MEANS, SHALL HAVE THE UNQUALIFIED RIGHT TO SELL, LEASE OR OTHERWISE DISPOSE OF SAID INTEREST IN SAID UNIT WITHOUT THE PRIOR APPROVAL OF THE BOARD OF DIRECTORS OF THE ASSOCIATION, AND WITHOUT RESTRICTION WHATSOEVER; PROVIDED, HOWEVER, ANY SUBSEQUENT TRANSFEREE FROM AN INSTITUTIONAL MORTGAGEE SHALL BE BOUND BY THE TERMS AND CONDITIONS OF THIS ARTICLE X.

(2) SHOULD THE DEVELOPER AND/OR MAINTENANCE CONTRACTOR, IF ANY, OR THEIR ASSIGNS BECOME THE OWNER OF THE INTEREST HELD BY A UNIT OWNER BY VIRTUE OF THE FORECLOSURE OF A LIEN HELD BY IT, THEN IN THAT EVENT SAID DEVELOPER AND/OR MAINTENANCE CONTRACTOR, IF ANY, OR THEIR ASSIGNS SHALL HAVE THE UNQUALIFIED RIGHT TO SELL, LEASE OR OTHERWISE DISPOSE OF SAID INTEREST AND THE TRANSFER OF THE FEE OWNER OF SAID UNIT MAY BE ACCOMPLISHED WITHOUT THE PRIOR APPROVAL OF THE BOARD OF DIRECTORS OF THE ASSOCIATION, AND WITHOUT RESTRICTION WHATSOEVER; PROVIDED, HOWEVER, ANY SUBSEQUENT TRANSFEREE FROM SAID DEVELOPER AND/OR MAINTENANCE CONTRACTOR, IF ANY, SHALL BE BOUND BY THE TERMS AND CONDITIONS OF THIS ARTICLE X.

F. COMPLIANCE AND DEFAULT. EACH UNIT OWNER SHALL BE GOVERNED BY AND SHALL COMPLY WITH THE TERMS OF THE CONDOMINIUM AND REGULATIONS ADOPTED PURSUANT THERETO AND SAID DOCUMENTS AND REGULATIONS AS THEY MAY BE AMENDED FROM TIME TO TIME. A DEFAULT SHALL ENTITLE THE ASSOCIATION OR OTHER UNIT OWNERS TO THE FOLLOWING RELIEF:

(1) LEGAL PROCEEDINGS. FAILURE TO COMPLY WITH ANY OF THE TERMS OF THE CONDOMINIUM DOCUMENTS AND REGULATIONS ADOPTED PURSUANT THERETO SHALL BE GROUNDS FOR RELIEF, WHICH RELIEF MAY INCLUDE BUT SHALL NOT BE LIMITED TO AN ACTION TO RECOVER SUMS DUE FOR DAMAGES OR INJUNCTIVE RELIEF OR BOTH AND WHICH ACTIONS MAY BE MAINTAINED BY THE ASSOCIATION OR IN A PROPER CASE BY AN AGGRIEVED UNIT OWNER.

(2) NEGLIGENCE. A UNIT OWNER 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 QUESTS, EMPLOYEES, AGENTS, OR LESSEES. SUCH LIABILITY SHALL INCLUDE ANY INCREASE IN INSURANCE RATE OCCASIONED BY USE, MISUSE, OCCUPANCY OR ABANDONMENT OF A UNIT.

(3) COSTS AND ATTORNEY'S FEES. IN ANY PROCEEDING ARISING 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 AS MAY BE AWARDED BY THE COURT, INCLUDING ATTORNEYS' FEES FOR APPELLATE WORK.

(4) NO WAIVER OF RIGHTS. THE FAILURE OF THE ASSOCIATION OR ANY UNIT OWNERS TO ENFORCE ANY COVENANT, RESTRICTION OR OTHER PROVISION OF THE CONDOMINIUM DOCUMENTS SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT TO DO SO THEREAFTER.

## XI. AMENDMENT

A. DECLARATION OF CONDOMINIUM. EXCEPT AS HEREIN OTHERWISE PROVIDED, AMENDMENTS TO THE DECLARATION SHALL BE ADOPTED AS FOLLOWS:

1. NOTICE. NOTICE OF THE SUBJECT MATTER OF THE PROPOSED AMENDMENT SHALL BE INCLUDED IN THE NOTICE OF ANY MEETING OF WHICH A PROPOSED AMENDMENT IS TO BE CONSIDERED.

2. RESOLUTION. A RESOLUTION ADOPTING A PROPOSED AMENDMENT MAY BE PROPOSED BY EITHER THE BOARD OF DIRECTORS OF THE ASSOCIATION OR BY THE UNIT OWNERS MEETING AS MEMBERS OF THE ASSOCIATION AND, AFTER BEING PROPOSED AND APPROVED BY ONE OF SUCH BODIES, IT MUST BE APPROVED BY THE OTHER. DIRECTORS AND UNIT OWNERS NOT PRESENT AT THE MEETING CONSIDERING THE AMENDMENT MAY EXPRESS THEIR APPROVAL IN WRITING. SUCH APPROVALS MUST BE SEVENTY-FIVE (75%) PER CENT OF THE BOARD OF DIRECTORS AND BY NOT LESS THAN SEVENTY-FIVE (75%) PER CENT OF THE MEMBERS OF THE ASSOCIATION, EXCEPT AS TO AN AMENDMENT ALTERING THE SHARES OF OWNERSHIP IN THE COMMON ELEMENTS OR THE SHARE OF THE COMMON EXPENSES OF THE CONDOMINIUM OR THE VOTING RIGHTS OF ANY OF THE OWNERS OF THE CONDOMINIUM, ANY OF WHICH SHALL REQUIRE THE APPROVAL OF ONE HUNDRED (100%) PER CENT OF THE OWNERS.

3. COPY OF THE PROPOSED RESOLUTIONS SHALL BE FURNISHED UNTO ALL BONA FIDE MORTGAGE HOLDERS; AND THE APPROVAL OF SUCH MORTGAGEE MUST BE RECEIVED IN WRITING BY THE ASSOCIATION BEFORE ADOPTION BY THE ASSOCIATION OF SUCH RESOLUTIONS.

4. RECORDING. A COPY OF EACH AMENDMENT SHALL BE CERTIFIED BY THE OFFICERS OF THE ASSOCIATION AS HAVING BEEN DULY ADOPTED AND SHALL BE EFFECTIVE WHEN RECORDED AMONG THE PUBLIC RECORDS OF PINELLAS COUNTY.

B. ASSOCIATION CHARTER AND BY-LAWS. THE ARTICLES OF INCORPORATION AND THE BY-LAWS OF THE ASSOCIATION MAY BE AMENDED IN THE MANNER PROVIDED BY SUCH DOCUMENTS.

C. PROVISO. PROVIDED, HOWEVER, THAT NO AMENDMENT OF ANY CONDOMINIUM DOCUMENT SHALL DISCRIMINATE AGAINST ANY UNIT OWNER, GROUP OF OWNERS OR MORTGAGEES UNLESS THE PARTIES SHALL CONSENT TO SUCH AMENDMENT.

D. DEVELOPER'S ADDITIONAL RIGHTS. IRRESPECTIVE OF ANYTHING ELSE HEREIN CONTAINED, NO AMENDMENT MAY BE MADE TO THIS DECLARATION OF CONDOMINIUM, THE ARTICLES OF INCORPORATION OF THE ASSOCIATION, THE BY-LAWS OF THE ASSOCIATION, OR THE CONDOMINIUM DEEDS WITHOUT THE WRITTEN CONSENT OF THE DEVELOPER SO LONG AS THEY RETAIN THE OWNERSHIP OF ANY CONDOMINIUM PARCEL (UNIT).

THE DEVELOPER RESERVES THE RIGHT, AT ANY TIME PRIOR TO THE CLOSING ON THE FIRST SALE OF A CONDOMINIUM UNIT, TO MAKE AMENDMENTS TO THIS DECLARATION OF CONDOMINIUM, THE ARTICLES OF INCORPORATION, BY-LAWS, CONDOMINIUM DEEDS, OR THE PLAT ATTACHED TO THE DECLARATION OF CONDOMINIUM OF THE ASSOCIATION SO LONG AS SAID AMENDMENTS DO NOT AFFECT THE PERCENTAGE IN THE GENERAL COMMON ELEMENTS, ASSESSMENTS, VOTING RIGHTS, LOCATION OR SIZE OF A UNIT, AS TO ANY UNIT PREVIOUSLY SOLD TO ANY PURCHASER PRIOR TO THE TIME OF SAID AMENDMENT. NO SUCH AMENDMENT SHALL BE EFFECTIVE, HOWEVER, AS TO ANY UNIT ENCUMBERED BY THE LIEN OF ANY INSTITUTIONAL MORTGAGE UNTIL THE WRITTEN CONSENT OF SAID MORTGAGEE HAS BEEN OBTAINED AND FILED FOR RECORD.

## XII. RIGHTS OF DEVELOPER AND/OR MAINTENANCE CONTRACTOR, IF ANY

A. MANAGEMENT AND MAINTENANCE AGREEMENT. THE DEVELOPER AND/OR MAINTENANCE CONTRACTOR, IF ANY, HAS AGREED TO PROVIDE CER-

TAIN MANAGEMENT AND MAINTENANCE SERVICES TO THE ASSOCIATION. IT IS ESSENTIAL THAT EACH UNIT OWNER BE OBLIGATED TO PAY HIS SHARE OF THE SERVICES TO BE SO PROVIDED.

### XIII. TERMINATION

THE CONDOMINIUM MAY BE TERMINATED IN THE FOLLOWING MANNER:

A. AGREEMENT. THE TERMINATION OF THE CONDOMINIUM MAY BE EFFECTED BY THE UNANIMOUS AGREEMENT OF THE UNIT OWNERS AND ALL MORTGAGEES, WHICH AGREEMENT SHALL BE EVIDENCED BY AN INSTRUMENT EXECUTED IN THE SAME MANNER AS REQUIRED FOR THE CONVEYANCE OF LAND. THE TERMINATION SHALL BECOME EFFECTIVE WHEN SUCH AGREEMENT HAS BEEN RECORDED IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

B. DESTRUCTION. IN THE EVENT IT IS DETERMINED AS IS ELSEWHERE PROVIDED THAT THE CONDOMINIUM SHALL NOT BE REBUILT AFTER DESTRUCTION, THE CONDOMINIUM FORM OF OWNERSHIP SHALL BE TERMINATED AND THE CONDOMINIUM DOCUMENTS REVOKED; SUCH DETERMINATION NOT TO REBUILD SHALL BE EVIDENCED BY A CERTIFICATE OF THE ASSOCIATION CERTIFYING THE FACTS EFFECTING THE TERMINATION, WHICH CERTIFICATE SHALL BE RECORDED AMONG THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

C. SHARES OF OWNERSHIP AFTER TERMINATION. AFTER TERMINATION OF THE CONDOMINIUM, THE UNIT OWNERS SHALL OWN THE CONDOMINIUM PROPERTY AS TENANTS IN COMMON WITH UNDIVIDED SHARES AND THEIR MORTGAGEES AND LIENEES SHALL HAVE MORTGAGES AND LIENS UPON THE RESPECTIVE SHARES OF THE UNIT OWNERS, SUBJECT, HOWEVER, TO THE RIGHTS OF THE UNIT OWNERS OR THEIR ASSIGNS, AS HEREINAFTER SET FORTH IN PARAGRAPH "D" OF THIS ARTICLE.

D. AFTER TERMINATION OF THE CONDOMINIUM, EITHER BY VIRTUE OF AGREEMENT OR IN THE EVENT THAT THE CONDOMINIUM SHALL NOT BE REBUILT AFTER DESTRUCTION THE UNDIVIDED INTERESTS AS TENANTS IN COMMON OF EACH OF THE UNIT OWNERS IN THE CONDOMINIUM PROPERTY, WHETHER LAND, BUILDINGS OR PROCEEDS FROM ANY INSURANCE POLICY OR POLICIES SHALL BE SUBJECT FIRST TO THE INTEREST OF ANY INSTITUTIONAL FIRST MORTGAGE HELD BY ANY MORTGAGEE. THEREAFTER THE SHARE OF SAID OWNER SHALL BE SUBJECT TO ANY MONIES OWED TO THE DEVELOPER AND/OR MAINTENANCE CONTRACTOR, IF ANY, AND/OR THEIR ASSIGNS. THE BALANCE OF SAID INTEREST OR PROCEEDS SHALL BE PAYABLE TO THE OWNER OF EACH UNIT.

E. ANY LIEN CREATED AS AFOREMENTIONED SHALL BE ENFORCEABLE AGAINST THE UNDIVIDED INTEREST OF ALL SUCH UNIT OWNERS IN THE SAME MANNER AS DELINQUENT PAYMENTS ARE ENFORCEABLE, AND FOR THE PURPOSE OF ESTABLISHING THE TIME WHEN SAID LIQUIDATED DAMAGES ARE DUE, THE SAME SHALL BE CONSIDERED AS DUE AND PAYABLE WITHIN TEN (10) DAYS AFTER THE AFOREMENTIONED TERMINATION BECOMES EFFECTIVE. THE LIEN HEREIN ESTABLISHED IN FAVOR OF THE DEVELOPER AND/OR MAINTENANCE CONTRACTOR, IF THERE BE ONE, SHALL IN NO WAY BE CONSIDERED AS PRIOR TO THE LIEN OF ANY INSTITUTIONAL MORTGAGEE AS DEFINED IN ARTICLE III M OF THIS DECLARATION.

F. UPON PAYMENT TO THE DEVELOPER AND/OR MAINTENANCE CONTRACTOR OF ALL MONEYS THAT MIGHT BE DUE ALONG WITH DELIVERY OF RELEASE OF ALL CLAIMS BY SAID UNIT OWNER, THE MANAGEMENT AND MAINTENANCE AGREEMENT WILL BE CANCELLED AND NO LONGER BINDING UPON SAID UNIT OWNER OF THE CONDOMINIUM.

### XIV. ADDITIONAL RIGHTS OF MORTGAGEES

NOTWITHSTANDING ANY PROVISION IN THIS DECLARATION TO THE CONTRARY SHOULD THE HOLDER OF ANY INSTITUTIONAL MORTGAGE ON A UNIT BECOME THE OWNER OF SUCH MORTGAGED UNIT BY FORECLOSURE OF SUCH MORTGAGE OR BY DEED IN LIEU OF FORECLOSURE THEN THERE SHALL BE NO LIABILITY UPON SUCH MORTGAGEE FOR PAYMENT OF ANY PORTION OF THE RENTALS, TAXES OR OTHER OBLIGATIONS ARISING FROM SAID MANAGEMENT AND

MAINTENANCE AGREEMENT WHICH BECAME DUE PRIOR TO THE ACQUISITION OF TITLE BY SAID MORTGAGEES. SUCH UNPAID SHARE OF COMMON EXPENSES OR ASSESSMENTS SHALL BE DEEMED TO BE COMMON EXPENSES COLLECTIBLE FROM ALL OF THE OWNERS OF THE CONDOMINIUM PARCELS, INCLUDING SUCH ACQUIROR, HIS SUCCESSORS AND ASSIGNS. THE RIGHTS HEREIN ACCORDED TO AN INSTITUTIONAL MORTGAGEE SHALL NOT INCLUDE THE EXTINGUISHMENT OF SAID LIEN HELD BY THE DEVELOPER AND/OR MAINTENANCE CONTRACTOR, IF ANY. THE SUBORDINATION OF THIS LIEN SHALL BE CONSIDERED AS CONFINED TO THE ABATEMENT AS HEREIN PROVIDED.

#### XV. COVENANTS RUNNING WITH THE LAND

ALL PROVISIONS OF THE CONDOMINIUM DOCUMENTS CONSTITUTE COVENANTS RUNNING WITH THE LAND AND WITH EVERY PART THEREOF AND INTEREST THEREIN, INCLUDING, BUT NOT LIMITED TO, EVERY UNIT OWNER AND CLAIMANT OF THE LAND OR OF ANY PART THEREOF OR ANY INTEREST ESTABLISHED IN THE PROVISIONS OF THE CONDOMINIUM DOCUMENTS.

#### XVI. MISCELLANEOUS

SIMULTANEOUSLY, WITH THE EXECUTION OF THIS DECLARATION AND THE ADOPTION OF THE BY-LAWS AND ARTICLES OF INCORPORATION, AND ASSOCIATION THROUGH ITS ORIGINAL BOARD OF DIRECTORS AND OFFICERS ENTERED INTO A CERTAIN MANAGEMENT AND MAINTENANCE AGREEMENT WHEREIN DEVELOPER OR HIS ASSIGNEE IS TO FURNISH CERTAIN SERVICES TO THE ASSOCIATION. A SIGNED ORIGINAL COPY OF SAID MANAGEMENT AGREEMENT IS ATTACHED HERETO AS EXHIBIT "G".

IT IS SPECIFICALLY RECOGNIZED THAT SOME OR ALL OF THE PERSONS COMPRISING THE ORIGINAL BOARD OF DIRECTORS AND THE OFFICERS OF THE ASSOCIATION ARE OFFICERS AND/OR DIRECTORS AND/OR STOCKHOLDERS OF THE MANAGEMENT CONTRACTOR AND THAT SUCH CIRCUMSTANCES SHALL NOT AND CANNOT BE CONSTRUED OR CONSIDERED AS A BREACH OF THEIR DUTIES TO THE ASSOCIATION NOR AS POSSIBLE GROUNDS TO INVALIDATE SAID MANAGEMENT AND MAINTENANCE AGREEMENT IN WHOLE OR IN PART. AMENDMENT OR REVISION OF SAID MANAGEMENT AND MAINTENANCE AGREEMENT SHALL NOT REQUIRE THE PROCEDURES FOR AN AMENDMENT OR CHANGE TO THIS DECLARATION OR TO THE BY-LAWS AND MAY BE ACCOMPLISHED BY EXPRESSION THEREOF EXECUTED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION AND THE MANAGER UNDER SAID AGREEMENT WITH THE FORMALITY REQUIRED FOR DEED AND DULY FILED AMONG THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

EACH PRESENT AND FUTURE UNIT OWNER, HIS HEIRS, SUCCESSORS AND ASSIGNS AND THE DEVELOPER, AS PRESENT OWNER OF ALL OF THE UNITS AND CONDOMINIUM PROPERTY, SHALL BE BOUND BY SAID MANAGEMENT AND MAINTENANCE AGREEMENT TO THE SAME EXTENT AND EFFECT AS IF HE HAD EXECUTED SAID DOCUMENTS FOR THE PURPOSE THEREIN EXPRESSED, INCLUDING BUT NOT LIMITED TO (A) ADOPTING, RATIFYING, CONFIRMING AND CONSENTING TO THE EXECUTION OF SAID 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 THEREFORE IN SAID AGREEMENT; AND (C) RATIFYING, CONFIRMING AND APPROVING EACH AND EVERY PROVISION OF SAID AGREEMENT AND ACKNOWLEDGING THAT ALL OF THE TERMS AND PROVISIONS THEREOF, INCLUDING A MANAGER'S FEE ARE REASONABLE; AND, (D) AGREEING THAT THE PERSONS ACTING AS DIRECTORS AND OFFICERS OF THE ASSOCIATION ENTERING INTO SUCH AGREEMENT HAVE NOT BREACHED ANY OF THEIR DUTIES OR OBLIGATIONS TO THE ASSOCIATION.

IT IS SPECIFICALLY RECOGNIZED THAT SOME OR ALL OF THE PERSONS COMPRISING THE ORIGINAL BOARD OF DIRECTORS AND THE OFFICERS OF THE ASSOCIATION ARE OWNERS OF SOME OR ALL OF THE STOCK OF DEVELOPER AND THAT SUCH CIRCUMSTANCES SHALL NOT AND CANNOT BE CONSTRUED OR CONSIDERED AS A BREACH OF THEIR DUTIES AND OBLIGATIONS TO THE ASSOCIATION, NOR AS POSSIBLE GROUNDS TO INVALIDATE THE AFORESAID MANAGEMENT AND MAINTENANCE AGREEMENT IN WHOLE OR IN PART. SAID DOCUMENTS, AND EACH AND EVERY PROVISION THEREOF, AND THE ACTS OF THE BOARD OF DIRECTORS AND OFFICERS OF THE ASSOCIATION, ENTERING INTO

THE MANAGEMENT AND MAINTENANCE AGREEMENT BE AND THE SAME ARE HEREBY RATIFIED, CONFIRMED, APPROVED AND ADOPTED.

THE PROVISIONS OF THIS SECTION SHALL ALSO BE DEEMED TO BE DECLARED A COVENANT RUNNING WITH THE LAND OF THE CONDOMINIUM AND SHALL UNTIL THE DEVELOPER SHALL DECLARE OTHERWISE, REMAIN AS SUCH AND BE IN FULL FORCE AND EFFECT DURING THE TERM OF SAID MANAGEMENT AND MAINTENANCE AGREEMENT WHETHER OR NOT THE CONDOMINIUM IN THIS DECLARATION CREATED BE SOONER TERMINATED.

THE ASSOCIATION IS AUTHORIZED AND EMPOWERED TO DO ALL THINGS NECESSARY TO FULLY EFFECTUATE, RATIFY AND ADOPT AND EXECUTE SAID MANAGEMENT AND MAINTENANCE AGREEMENT AND ANY RENEWALS, REVISIONS AND AMENDMENTS THEREOF WHICH THE BOARD OF DIRECTORS AND THE MANAGEMENT CONTRACTOR SHALL APPROVE. THE ASSOCIATION IS APPOINTED AND SHALL BE THE IRREVOCABLE AGENT IN FACT, WITH FULL POWER OF SUBSTITUTION, OF EACH AND EVERY UNIT OWNER FOR ALL PURPOSES PROVIDED IN SAID MANAGEMENT AND MAINTENANCE AGREEMENT TO DO AND PERFORM EACH AND EVERY ACT AND THING REQUIRED OF UNIT OWNERS IN SAID DOCUMENTS AND TO CONSENT TO AND EXECUTE ANY AND ALL DOCUMENTS, IF NECESSARY, TO EFFECTUATE ANY AND ALL OF THE PROVISIONS OF SAID MANAGEMENT AND MAINTENANCE AGREEMENT. WHENEVER ANY OF THE PROVISIONS OF SAID MANAGEMENT AND MAINTENANCE AGREEMENT AND THIS DECLARATION SHALL BE IN CONFLICT, THE PROVISIONS OF SAID MANAGEMENT AND MAINTENANCE AGREEMENT, AS THE CASE MAY BE, SHALL BE CONTROLLING.

#### XVII. SEVERABILITY

THE INVALIDITY OF ANY COVENANT, RESTRICTION OR OTHER PROVISION OF ANY PART THEREOF OF ANY CONDOMINIUM DOCUMENT SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS THEREOF.

IN WITNESS WHEREOF, THE DEVELOPER, BY ITS APPROPRIATE OFFICERS HAVE EXECUTED THIS DECLARATION THIS 27<sup>th</sup> DAY OF May 1976 AND CAUSED THE CORPORATE SEALS TO BE AFFIXED.

WITNESS AS TO ALL  
SIGNATURES:

OAK LAKE PARK, INC.

BY: Nelson Clayton P/JR  
NELSON O. CLAYTON  
PRESIDENT

ATTEST: SH  
STEPHEN H. LONG  
ASSISTANT SECRETARY

(CORPORATE SEAL)

STATE OF NEW YORK  
COUNTY OF NEW YORK

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 25<sup>th</sup> DAY OF May, 1976, BY NELSON O. CLAYTON AND STEPHEN H. LONG, PRESIDENT AND ASSISTANT SECRETARY, RESPECTIVELY, OF OAK LAKE PARK, INC., A FLORIDA CORPORATION, ON BEHALF OF THE CORPORATION.

Ellen Joy Cohen  
NOTARY PUBLIC P/JR

MY COMMISSION EXPIRES:

ELLEN JOY COHEN  
Notary Public, State of New York  
No. 41-4509893  
Qualified in Queens County  
Certificate filed in Queens County  
Commission Expires March 30, 1977

## ACCEPTANCE

FOR GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, OAK LAKE PARK I CONDOMINIUM ASSOCIATION, INC., A FLORIDA NON-PROFIT MEMBERSHIP CORPORATION, HEREBY AGREES TO ACCEPT ALL OF THE BENEFITS AND ALL OF THE DUTIES, RESPONSIBILITIES, OBLIGATIONS AND BURDENS IMPOSED ON IT BY THE PROVISIONS OF THIS DECLARATION OF CONDOMINIUM.

IN WITNESS WHEREOF, OAK LAKE PARK I CONDOMINIUM ASSOCIATION, INC., HAS CAUSED THESE PRESENTS TO BE SIGNED IN ITS NAME BY THE PRESIDENT AND ITS CORPORATE SEAL AFFIXED, ATTESTED TO BY ITS SECRETARY THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED OAK LAKE PARK I CONDOMINIUM ASSOCIATION, INC.

Roland J. Funk

BY: Richard B. Funk  
RICHARD B. FUNK, PRESIDENT

Starlene Sullivan

ATTEST: Marguerite L. Sandstrom  
MARGUERITE L. SANDSTROM,  
SECRETARY

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY, THAT ON THE 2ND DAY OF JANUARY A. D., 1976, BEFORE ME PERSONALLY APPEARED RICHARD B. FUNK AND MARGUERITE L. SANDSTROM, PRESIDENT AND SECRETARY, RESPECTIVELY, OF OAK LAKE PARK I CONDOMINIUM ASSOCIATION, INC., A FLORIDA CORPORATION, ON BEHALF OF THE CORPORATION, A FLORIDA NON-PROFIT MEMBERSHIP CORPORATION, TO ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED AS SUCH OFFICERS FOR THE USES AND PURPOSES THEREIN MENTIONED, AND THAT THEY AFFIXED THERETO THE OFFICIAL SEALS OF SAID CORPORATION, AND THE SAID INSTRUMENT IS THE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT CLEARWATER, IN THE COUNTY OF PINELLAS AND STATE OF FLORIDA, THE DAY AND YEAR LAST AFORESAID.

Roland J. Funk  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Notary Public, State of Florida at Large  
My Commission Expires July 5, 1979  
Bonded by American Fire & Casualty Co.

100 REC.  
01 Cash Jl Chg  
40 Rec 6.6 V  
41 St \_\_\_\_\_  
42 Sur \_\_\_\_\_  
43 Int \_\_\_\_\_  
Tot 2.6 D mvs

ROLAND FOX, ESQ.  
RETURN TO: F. GEORGE, LOEFFLER & DOWD  
2011 Drew St. - P.O. Box 50  
Clearwater, Florida 33518

76112145

O.R. 4440 PAGE 834

AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OF OAK LAKE PARK I, A CONDOMINIUM, PINELLAS  
COUNTY, FLORIDA

OAK LAKE PARK, INC., a Florida Corporation, the owner of all units of the  
real property of OAK LAKE PARK I, A CONDOMINIUM, as recorded in Condominium  
Plat Book 22, Pages 119 through 121, Public Records of Pinellas County, Florida,  
does hereby amend the Declaration of Condominium as follows! 14 14067635 72 0001. 03AG76

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That the following shall be added to the Rules  
and Regulations recorded in Official Records  
Book 4426, Pages 1444 and 1445:

AUG 3 11 09 AM '76

20. No person shall be allowed to be a permanent  
resident in any unit unless they are  
over the age of fifteen (15) years. No  
person under the age of fifteen (15) years  
shall be allowed to reside continuously for  
more than four (4) weeks.

That all other Rules and Regulations and all other matters set forth in  
the Declaration of Condominium for OAK LAKE PARK I, A CONDOMINIUM, shall re-  
main in full force and effect.

That said Amendment was unanimously adopted and ratified at a special  
meeting of the Board of Directors of Oak Lake Park I Condominium Association,  
Inc. held on July 27, 1976.

DATED as set forth below by each party.

OAK LAKE PARK I CONDOMINIUM  
ASSOCIATION, INC.

By: Richard B. Funk  
RICHARD B. FUNK, President

ATTEST: Marguerite L. Sandstrom  
MARGUERITE L. SANDSTROM,  
Secretary

OAK LAKE PARK, INC.

By: Stephen H. Long  
Stephen H. Long,  
Vice President

ATTEST: George H. Blauvelt, Jr.  
George H. Blauvelt, Jr.  
Assistant Secretary

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 3 day of  
August, 1976, by RICHARD B. FUNK and MARGUERITE L. SANDSTROM, President  
and Secretary, Respectively, of Oak Lake Park I Condominium Association, a  
Florida corporation, on behalf of the corporation.

My Commission Expires:

STATE OF NEW YORK )  
COUNTY OF NEW YORK )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of  
July, 1976, by STEPHEN H. LONG, Vice President, and GEORGE H. BLAUVELT, JR.  
Assistant Secretary, Respectively, of Oak Lake Park, Inc., a Florida corpora-  
tion, on behalf of the corporation.

My Commission Expires: CHRISTINA HILL  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 03-4518581  
Qualified in Nassau County  
Commission Expires March 30, 1978

Notary Public  
Notary Public, State of Florida on  
My Commission Expires July 3, 1979 1010  
Searched by American Fire & Casualty Co.

Christina Hill  
Notary Public

JOINDER OF MORTGAGEE

CITIBANK, N.A., (formerly known as FIRST NATIONAL CITY BANK), New York, New York, the holder of a Mortgage upon the lands described in Article II of the Declaration of Condominium of OAK LAKE PARK I, A CONDOMINIUM, which Mortgage was recorded December 26, 1973, in O.R. Book 4118, Page 292, and re-recorded January 8, 1974, in O.R. Book 4122, Page 1736, and assigned to FIRST NATIONAL CITY by Assignment of Mortgage recorded August 28, 1974, in O.R. Book 4209, Page 857, all in the Public Records of Pinellas County, Florida, joins in the making of the foregoing Amendment to the Declaration of Condominium of OAK LAKE PARK I, A CONDOMINIUM, and the Mortgagee agrees that the lien of said Mortgage shall hereafter be upon all of the apartments and the appurtenances thereto which are described in Article VII D. of this Declaration.

Witnesses:

SAC  
Marie G. Hicks

CITIBANK, N.A., (formerly known as FIRST NATIONAL CITY BANK)

By: Robert C. Paradise  
ATTEST: Gary Terrazas

STATE OF New York  
COUNTY OF New York

BEFORE ME, the undersigned authority, personally appeared Robert C. Paradise, Vice-President and Gary Terrazas, Account Officer of CITIBANK, N.A., (formerly known as First National City Bank), New York, New York, and they acknowledged to and before me that they executed the foregoing instrument as such officers of said bank.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at

New York, State and County aforesaid, on this 30<sup>th</sup> day of  
July, 1976.

My Commission Expires: CHRISTINA HILL  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 03-4518581  
Qualified in Nassau County  
Commission Expires March 30, 1978

Notary Public

Christina Hill



Recorded Oct. 23, 1981 at 1:03 PM  
Document # 51168680

OR 5263 Page 1305  
Pinellas County

AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OF OAK LAKE PARK 1 CONDOMINIUM ASSOCIATION,  
PINELLAS COUNTY, FLORIDA

OAK LAKE PARK 1 CONDOMINIUM ASSOCIATION, a Condominium  
as recorded in Official Records Book 4426, Pages 1400  
through 1455, Public Records of Pinellas County, Florida,  
as amended in Official Records Book 4440, Page 834, Public  
Records of Pinellas County, Florida, does hereby AMEND the  
Declaration of Condominium as follows:-

1. ARTICLE 7 of the Rules and Regulations is hereby amended  
as follows:-

The entire Article 7 is hereby Repealed and in its  
place the following Article is adopted:-

"ARTICLE 7. The Owner or occupant of a Unit on October 15,  
1981 shall be allowed to have and to keep in such Unit the  
pets which were kept in such Unit on that date, but pets  
in excess of the limitation set forth below shall not be  
replaced nor shall subsequent owners or occupants of that  
unit be permitted to have pets in such unit in excess of  
the limit set forth below; to wit:-

LIMITATION OF PETS. Except as permitted by the above  
"Grandfather Clause" only one small dog easily carried by  
one person in the Common Areas and weighing not over twenty  
pounds (20 lbs.) or one cat or not over two small birds or  
a reasonable amount of small fish in an aquarium measuring  
not over 15 cubic feet, shall be kept or allowed to be kept  
in any Unit.

All dogs and cats must be kept on leash when outside  
the confines of the Occupant's Unit.

Owners of pets are responsible for their animals and  
dogs and cats must be walked only in the designated "Pet  
Area" and Owners of pets must clean up any messes caused  
by their pets. Any pet constituting a nuisance in the sole  
and absolute discretion of the Board of Directors must, on  
written demand of the Board of Directors, be removed from  
the premises by the owner of such pet within ten (10) days  
of such notification. This applies to Owners of Units and  
to their Tenants and to Guests visiting or occupying any  
Unit."

2. ARTICLE 9 of the Rules and Regulations is hereby amended by  
adding to the end thereof, at new Paragraph as follows:-  
"A Second car owned by the Owner or Occupant of a Unit may  
be parked in any available "GUEST SPACE" but that is a priv-  
ilege and not a right. Owners or occupants of any Unit  
having more than one car may be required by the Board of  
Directors to obtain parking space for additional cars else-  
where than on the Condominium property."

3. ARTICLE 17 of the Rules and Regulations is hereby amended  
as follows:-

The entire ARTICLE 17 is hereby repealed and in its  
place the following Article is adopted:-

"ARTICLE 17. A condominium Unit may be rented in its en-  
tirety provided such Lease is for occupancy by an individual  
Lessee and his or her immediate family. No Unit may be  
leased to Groups. No Unit shall be leased for less than  
Six (6) months. No person under the age of Fifteen (15)  
years shall occupy a Leased Unit.

A part of the S 594', LESS the E 488' of the SE 1/4 of the SW 1/4 of Section 36, Township 28 S, Range 15 E; LESS the road right-of-way of Union Street and LESS that part platted as Oak Heights Park Subdivision as recorded in Plat Book 70, Page 18, of the Public Records of Pinellas County, Florida, being more particularly described as follows:

Commence at the SW corner of Section 36, Township 28 S, Range 15 E and go S 89°18'05" E, 2191.07', along the South boundary of said Section 36; thence N 00°08'42" W, 33.00', to the P.O.B.; thence N 89°18'05" W, 106.46', thence N 00°08'42" W, 150.00', thence N 60°37'11" W, 473.00' to the SE corner of Lot 1 of Oak Heights Park Subdivision as recorded in Plat Book 70, Page 18, of the Public Records of Pinellas County, Florida; thence N 00°41'55" E, 184.00' along the East boundary of Lot 1, of Oak Heights Park Subdivision, to a point on the South boundary of Citrus Heights Manor-First Addition, as recorded in Plat Book 47, Page 29, of the Public Records of Pinellas County, Florida; thence S 89°18'05" E, 515.37', along said boundary of Citrus Heights Manor-First Addition, thence S 00°08'42" E, 561.06' to the P.O.B.

11 Chg

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AMENDMENT TO DECLARATION OF CONDOMINIUM OF  
OAK LAKE PARK 1 CONDOMINIUM ASSOCIATION, INC.  
PINELLAS COUNTY, FLORIDA.

5.00 de

OAK LAKE PARK 1 CONDOMINIUM ASSOCIATION, INC., a condominium recorded in Official Records Book 4426, Pages 1400 through 1455, Public Records of Pinellas County, Florida, as amended by instruments duly recorded in the Official Records of Pinellas County, Florida, does hereby AMEND the Declaration of Condominium as follows:-

1. By adding to "ARTICLE 111 - MEMBERS" in the BY-LAWS a new paragraph as follows:-

"C. Internal disputes arising among Unit Owners, the Association and/or their officers and agents about the operation of the condominium or provisions in the condominium documents recorded in the Official Records of Pinellas County, Florida, shall be submitted to voluntary binding arbitration. If the parties agree to arbitrate, the dispute will be submitted to a full-time arbitrator who is a Florida lawyer employed by the Division of Land Sales and Condominiums."

All other provisions set forth in the Declaration of Condominium for OAK LAKE PARK 1, A CONDOMINIUM, as amended by instruments duly recorded in the Official Records of Pinellas County, Florida, shall remain in full force and effect.

That said Amendment was unanimously adopted at a Special Meeting of the Board of Directors, at which four of the five members of said Board of Directors were present and voting, held on January 6, 1983; and by the unanimous vote of the members of OAK LAKE PARK 1 CONDOMINIUM ASSOCIATION, INC. present at a duly called Annual Meeting held on January 17, 1983.

OAK LAKE PARK 1 CONDOMINIUM ASSOCIATION, INC.

By Ethel Bollinger, President  
Ethel Bollinger, President

and by Dorothea D. Zona, Secretary  
Dorothea D. Zona, Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS } The foregoing instrument was acknowledged  
before me this 29th day of Jan., 1983 by  
Ethel Bollinger and Dorothea D. Zona, Officers of  
Oak Lake Park 1 Condominium on behalf of said corporation.

My Commission expires

NOTARY PUBLIC, State of Florida At Large,  
My Commission Expires January 1st, 1983.



Prepared by: H. E. Sanguinetti

RETURN TO: Dorothea D. Zona, Secretary  
Oak Lake Park 1  
1960 Union Street, Apt. 4  
Clearwater, FL 33575

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