PINELLAS COUNTY FLA.
OFF.REC.BK 8270 PG 1403

EXHIBIT I

CURRENT ARTICLES OF INCORPORATION

PINELLAS COUNTY FLA.
OFF.REC.BK 8270 PG 1404

RESTATED

ARTICLES OF INCORPORATION OF

BAHIA DEL MAR HOMEOWNERS' ASSOCIATION, INC.

MAY 5, 1993

We, the undersigned, with other persons being desirous of forming a corporation not for profit under the provisions of Chapter 617 of the Florida Statutes, do agree to the following:

ARTICLE I. NAME

The name of this association is BAHIA DEL MAR HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the Association.

ARTICLE II. PURPOSE

The specific purposes for which the Association is organized are:

(a) To provide an entity responsible for the maintenance and preservation of certain real property as described in that certain Declaration of Covenants, Conditions, Easements and Restrictions as to the Bahia Del Mar Association Area as the same from time to time may be amended (which Declaration, and all amendments thereto now or hereafter made, are hereafter collectively called the Declaration) and within any additions to the above described property as may hereafter be brought within the jurisdiction of this Association; and

(b) To promote the health, safety and general welfare of the residents and owners of condominium units within all or any part of the Association Area, which is that portion of the Southwest Quadrant of the West Island of Bayway Isle, St. Petersburg, Florida, more particularly described in Exhibit A attached hereto, which is now or may hereafter be brought within the jurisdiction of the Association pursuant to the Declaration, together with all real property owned by the Association.

The foregoing paragraph enumerates the specific purposes of the Association, but it is expressly provided hereby that such enumeration shall not be held to limit or restrict in any manner the purposes or powers of the Association otherwise permitted by law.

ARTICLE III. POWERS AND DUTIES

In order to accomplish its above stated purposes, the Association is empowered to:

(a) Exercise all of the powers and privileges, and to perform all of the duties and obligations, of this Association as set forth in the Declaration, the terms and provisions of which are here incorporated by reference; and

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this Association, including all licenses, taxes and governmental charges levied or imposed against the property of this Association; and

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of this Association; and

(d) Borrow money and, with the assent of two-thirds (2/3) of the votes, of each class if any, of voting representatives present and voting, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(e) Dedicate, sell or transfer all or any part of this Association's property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, however, no such dedication or transfer shall be effective unless an instrument has been signed by voting representative entitled to cast not less than two-thirds (2/3) of the votes, of each class if any, agreeing to such dedication, sale or transfer; and

(f) Participate in mergers and consolidations with other nonprofit corporations organized for similar purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the votes, of each class if any, of voting representatives; and

(g) Annex additional real property in accordance with the provisions of the Declaration, with such annexation, extending the jurisdiction, function, duties and membership of this Association to the real property thereby annexed.

(h) From time to time adopt, alter, amend and rescind reasonable rules and regulations governing the use of the Association Area, which rules and regulations shall be consistent with the rights and duties established by the Declaration and with the provisions of these Articles of Incorporation; and

(i) Have and to exercise any and all powers, rights and privileges which a corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise.

ARTICLE IV. LIMITATIONS ON ACTIVITIES

No part of the net earnings of the Association shall inure to the benefit of, or be distributable to, any member, director or officer of the Association; provided, however, the Association may pay compensation in a reasonable amount for services rendered, may confer benefits on its members in conformity with its purposes, and may make rebates of excess membership dues, fees or assessments. The amount of earnings, if any, is not to be taken into account in any manner for the purpose of determining whether there should be a rebate or the amount of any rebate.

ARTICLE V. MEMBERS

The Association shall have members. The sole qualification for membership is the ownership of a recorded vested present interest in a condominium unit within the Association Area; provided, however, after termination of any condominium, members shall also be those persons and other legal entities who are members at the time of such termination, their successors and assigns. Each owner designated in a deed or other instrument establishing title to such condominium unit duly recorded in the Public Records of Pinellas County, Florida shall automatically become a member upon delivery to the Association of a copy of such instrument and receipt of acknowledgement of said delivery signed by the President or Secretary. Membership in the Association shall be terminated automatically when title to the condominium unit supporting said membership vests in another legal entity; provided, however, any party who owns more than one (1) unit shall remain a member of the Association so long as he shall retain title to any unit.

ARTICLE VI. VOTING RIGHTS

(a) This Association shall have two (2) classes of voting membership:

CLASS A. Every member with the exception of Developer shall be a Class A member. Such member, or members collectively if a unit is owned by more than one member, shall be entitled to one vote for each condominium unit owned. Such vote shall be cast by the person designated as voting representative pursuant to the Bylaws of the condominium association for the condominium in which the unit is located. Said designation shall be submitted to the Secretary of the Association prior to the time for any meeting.

CLASS B. The Class B member shall be Developer, and shall be entitled to four (4) votes multiplied by the number of then outstanding Class A votes.

(b) All classes of voting membership shall cease and all members shall have the voting rights of Class A members on the happening of any of the following events, whichever occurs earlier:

(i) When Developer announces that it will not submit further areas in the Southwest Quadrant (as defined in Exhibit A attached hereto) to the condominium form of ownership and all units in existing condominiums in the Southwest Quadrant have been sold and conveyed by Developer to third parties; or

(ii) When, in its sole discretion, Developer elects to transfer control of the Association to the Association; or

(iii) On January 1, 1999.

ARTICLE VII. TERM OF EXISTENCE

This Association is to exist perpetually.

ARTICLE VIII. SUBSCRIBERS

The subscribers to these Articles of Incorporation are:

NAME	ADDRESS
M. Thomas Rosser	6025 Sun Boulevard St. Petersburg, FL 33715
Ange A. Wilson	6025 Sun Boulevard St. Petersburg, FL 33715
Gail A. Jacobs	6025 Sun Boulevard St. Petersburg, FL 33715

ARTICLE IX. OFFICERS

Section 1. The officers of the Association shall be a President, one or more Vice Presidents (as determined to be necessary by the Board of Directors), a Secretary and a Treasurer. Such other officers, assistant officers and agents as may be deemed necessary may be elected or appointed by the Board of Directors from time to time.

Section 2. The names of the persons who are to serve as officers of the Association until the first annual meeting of the Board of Directors are:

OFFICE	NAME
President	M. Thomas Rosser
Vice President	Ange A. Wilson
Secretary	Gail A. Jacobs
Treasurer	Ange A. Wilson

Section 3. The officers shall be elected at each annual meeting of the Board or as provided in the Bylaws, and each shall serve until his successor is chosen and qualified, or until his earlier resignation, disqualification, removal from office or death.

Section 4. The officers shall have such duties, responsibilities, and powers as provided by the Bylaws and by Chapter 617 of the Florida Statutes.

ARTICLE X. BOARD OF DIRECTORS

Section 1. The business affairs of this Association shall be managed by the Board of Directors.

Section 2. This Association shall have three (3) directors initially. The number of directors may be changed from time to time as provided by the Bylaws, but their number may never be less than three (3). From and after the annual meeting immediately following the expiration of Class B membership in this Association, the Board shall at all times be composed of at least one (1) director from each condominium association in the Association area.

Section 3. Before the annual meeting designated above, the membership of each condominium association shall elect one (1) person to serve on the Board of Directors of this Association; provided, however, if any condominium association has not elected a director at least one (1) week before the annual meeting its Board shall elect the director. Each director must be a member or voting representative of the condominium association he represents. The Bylaws may provide that the directors be divided into not more than four (4) classes, as nearly equal in number as possible, whose terms of office shall respectively expire at different times, so long as no term shall continue longer than four (4) years, and at least one-fifth (1/5) in number of the directors shall be elected annually. Any vacancies in the Board occurring before the first election shall be filled by the developer.

Section 4. The names and addresses of the initial directors who are to serve as the Board until the first election by the members are as follows:

NAME	ADDRESS
M. Thomas Rosser	6025 Sun Boulevard St. Petersburg, FL 33715
Ange A. Wilson	6025 Sun Boulevard St. Petersburg, FL 33715
Gail A. Jacobs	6025 Sun Boulevard St. Petersburg, FL 33715

Section 5. From and after the annual meeting designated at Section 2 above, one (1) director shall be elected by each condominium association prior to the annual meeting of the Board of Directors of this Association and shall hold office as provided in the Bylaws.

ARTICLE XI. BYLAWS

The initial Board shall adopt Bylaws for the Association at the organizational meeting of the Association after the approval of these Articles of Incorporation by the Secretary of State. The conduct of the affairs of the Association shall be limited by the various provisions of the Bylaws, including but not limited to, provisions creating, dividing, limiting and regulating the powers of the Association, the directors and the members. The power to adopt, amend or repeal Bylaws of the Association shall be vested in the Board of Directors or the membership as provided in the Bylaws.

ARTICLE XII. AMENDMENTS

These Articles of Incorporation may be amended at any regular or special meeting at which a quorum is present by approval of not less the two-thirds (2/3) of the entire membership of the Board and two-thirds (2/3) of the voting representatives of the Association who cast their vote, or by not less than seventy percent (70%) of the voting representatives of the Association who cast their vote. No amendment to these Articles of Incorporation shall be valid unless certified by the Secretary of State of the State of Florida, and set forth in or annexed to a duly recorded amendment to the Declaration.

ARTICLE XIII. INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this Association is 6025 Sun Boulevard, St. Petersburg, FL 33715 and the name of the initial registered agent of this Association located at that address is M. THOMAS ROSSER.

IN WITNESS WHEREOF, the undersigned executed these Articles of Incorporation on this 26th day of June, 1981.

_____(SEAL)
M. THOMAS ROSSER

_____(SEAL)
ANGE A. WILSON

_____(SEAL)
GAIL A. JACOBS

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 26th day of June, 1981, by M. THOMAS ROSSER.

_____
Notary Public

(SEAL)

My Commission Expires:

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 26th day of June, 1981, by ANGE A. WILSON.

Notary Public

(SEAL)

My Commission Expires:

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 26th day of June, 1981, by GAIL A. JACOBS.

Notary Public

(SEAL)

My Commission Expires:

7002.010 042693 (16:00)
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ACCEPTANCE

I hereby accept to act as initial Registered Agent for BAHIA DEL MAR HOMEOWNERS' ASSOCIATION, INC., as stated in these Articles of Incorporation.

M. THOMAS ROSSER

7002.010 040695 (16:00)
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EXHIBIT H

CURRENT BY-LAWS

PINELLAS COUNTY FLA.
OFF.REC.BK 8270 PG 1380

PINELLAS COUNTY FLA.
OFF.REC.BK 8270 PG 1381

AMENDED AND RESTATED

BYLAWS

OF

BAHIA DEL MAR
HOMEOWNERS' ASSOCIATION, INC

A CORPORATION NOT FOR PROFIT

ARTICLE I. GENERAL

The provisions of this document constitute the Bylaws of BAHIA DEL MAR HOMEOWNERS' ASSOCIATION, INC., which Bylaws shall be utilized to govern the management and operation of the association.

ARTICLE II. DEFINITIONS

All initially capitalized terms not defined herein shall have the meanings assigned to such terms in the Consolidated, Amended and Restated Declaration and Master Easement Agreement for the Bahia del Mar Homeowners' Association, Inc., as it may be amended from time to time (the "Declaration"). In addition, the following terms shall have the meanings assigned below:

1. "Association Documents" - means all of the documents concerning the creation and operation of including, without limitation, the Articles, these Bylaws, the Declaration, the Rules and Regulations of Association, and the Additional Easements, if executed.

2. "Board" - means the Board of Directors or other representative body responsible for administration of Association.

3. "Common Surplus" - means the excess of all receipts of Association, including, but not limited to, Assessments, rents, profits, and revenues on account of the Association Area, over the amount of Common Expenses.

4. "Condominium Act" - means Chapter 718 of the Florida Statutes, as it is amended from time to time.

5. "Condominium Association" - means a condominium association responsible for the maintenance of a Condominium within Association Area.

6. "Condominium Declaration" - means the declaration of condominium for one of the Condominiums Associations.

ARTICLE III. OFFICES AND AGENCY

1. Registered Office and Registered Agent. The registered office of Association shall be located in the State of Florida at such place as may be fixed from time to time by the Board upon filing of such notices as may be required by law, and the registered agent shall have a business office identical with such registered office.

2. Principal Office. The initial principal office of Association shall be 6025 Sun Boulevard, St. Petersburg, Florida 33715, which principal office may be changed from time to time by the Board.

ARTICLE IV. MEMBERS

1. Qualifications of Members. Those individuals, corporations, partnerships, trusts or other legal entities who own a Unit shall be entitled to become members.

2. Manner of Admission. Each Owner designated in a deed or other instrument establishing title to a Unit duly recorded in the Public Records of Pinellas County, Florida shall automatically become a member upon delivery to Association of a copy of such instrument and receipt of a written acknowledgement of said delivery signed by the President or Secretary.

3. Members' Rights. Every member shall have all the rights set forth in the Association Documents, including, but not limited to, the following:

(a) The right to receive notice of every meeting of the membership as set forth at Article VI below.

(b) The right to attend every meeting of the membership and every meeting of the Board.

(c) The right to one (1) vote on each matter brought before the membership as set forth in Article V below.

(d) The right to receive a copy of the proposed annual budget at least fourteen (14) days prior to the Board meeting at which the budget shall be considered, together with a notice of such meeting.

(e) The right to receive a complete financial report of the prior accounting year of Association annually pursuant to Section 4 of Article XIX below.

(f) The right to inspect all books and records of Association pursuant to Section 2 of Article XIX below.

(g) The right to inspect at reasonable times, a copy of each insurance policy obtained by Association.

4. Obligations of Members.

(a) Every member shall be subject to the obligations and duties set forth in the Association Documents as the same are now or may hereafter be constituted, including, but not limited to, the following obligations:

(1) To conform to and abide by said Association Documents and to see that all persons claiming rights at the Association area, by, through or under him do likewise.

(2) To promptly pay Assessments and/or fines levied by Association.

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

(b) In the event of violation of the provisions of this Section, Association or any Unit Owner may bring appropriate action to enjoin such violator or to enforce the provisions of the Association Documents or sue for damages, or file a written complaint to initiate hearing procedures under the Bylaws, or seek such other legal remedy as deemed appropriate, or take all such courses of action at the same time.

5. Assessments. Membership shall be assessable pursuant to the Declaration and Article XIV of these Bylaws.

6. Transferability of Membership. Membership in this Association may be transferred only as an incident to the transfer of the transferor's Condominium Unit, and such transfers shall be subject to the procedures set forth in the Condominium Declaration in which the Unit is located. Transfers of membership shall be made only on books of Association, and notice of each transfer shall be given in writing as set forth in Section 2 above.

7. Restriction of Rights. A member does not have any authority to act or speak for Association by reason of being a member.

8. Termination of Membership. Membership in Association shall be terminated automatically when title to the Condominium Unit supporting said membership vests in another legal entity; provided, however, any party who owns more than one (1) Unit shall remain a member of Association so long as he shall retain title to any Unit.

ARTICLE V. VOTING

1. Voting Rights of Members. Except as provided in Section 2 below, the record Owner or all record Owners collectively, if there are more than one, of each Unit shall be entitled to one vote on each matter brought before the membership of Association, which vote shall be cast by the voting representative designated as hereinafter provided. No vote may be divided, no fractional vote shall be cast.

2. Failure to Designate. If the designation of voting representative is not submitted to the Secretary of Association by a Condominium Association or a Unit Owner prior to a membership meeting, such failure will result in depriving the Unit Owner of a vote at such meeting.

3. Membership List.

(a) Before every membership meeting Association shall prepare a Membership List pursuant to the requirements of the Condominium Act and rules promulgated in accordance thereto, or if no statutory or regulatory requirements are applicable, as determined by the Board.

(b) If the requirements of Subsection (a) above have not been substantially complied with, on demand of any member or voting representative in person or by proxy, the meeting shall be adjourned until the requirements are complied with. If no such demand is made, failure to comply with said requirements shall not affect the validity of any action at such meeting.

4. Adjourned Meetings. When a determination of voting representatives entitled to vote at any meeting of the membership has been made as provided in this Article, such determination shall apply to any adjournment thereof, unless the Board provides otherwise.

5. Proxies. Proxies may only be used as provided in the Condominium Act and rules promulgated in accordance thereto.

6. Quorum and Voting.

(a) The presence, in person or by proxy, of those voting representatives entitled to cast thirty percent (30%) of the votes entitled to be cast, as determined by these Bylaws, shall constitute a quorum at any meeting of the membership.

(b) If a quorum is present, the affirmative vote of the majority of the voting representatives who cast their vote in person or by proxy at the meeting shall be the act of the members unless otherwise provided by law or the Association Documents. If however, such quorum shall not be present, a majority of the voting representatives present in person or represented by proxy shall reschedule said meeting for a date not later than thirty (30) days and adjourn. Notice of the adjourned meeting shall be given as set forth in Section 6 of Article VI below. At said rescheduled meeting any business may be transacted which might have been transacted at the meeting originally called, however, the presence, in person or by proxy of those voting representatives entitled to cast thirty percent 30% of the votes entitled to be cast, shall constitute a quorum.

(c) After a quorum has been established at a membership meeting, the subsequent withdrawal of voting representatives, so as to reduce the number of voting representatives entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof. The majority of votes cast shall determine the act of the membership unless otherwise provided by law or the Association Documents.

ARTICLE VI. MEMBERS' MEETINGS

1. Annual Meetings. The annual meeting of the members for the introduction of directors of this Association and for the transaction of such other business as may properly come before the meeting shall be held each year on the same day as the Annual Budget Meeting of the Board ; provided, however, that said date may be changed by resolution of the Board so long as the annual meeting for any year shall be held not later than thirteen (13) months after the last preceding annual meeting of the members.

2. Special Meetings. Special meetings of the members for any purpose may be called at any time by the President, the Board, or at the written request of not less than ten percent (10%) of the voting representatives entitled to vote. Such request shall state the purpose or purposes of the proposed meeting and the date said meeting shall be held; provided however, at least fourteen (14) days notice shall be given to each member, except in an emergency. No business other than that specified as the purpose in said notice shall be discussed or transacted at such special meeting.

3. Time and Place of Meetings. All meetings of the membership shall be at the principal office of Association or at such other place as the Board may from time to time designate, and on the date and hour set forth in the notice of said meeting; provided, however, no meeting shall be held on a legal holiday.

4. Notice. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than fourteen (14) nor more than forty (40) days before the meeting, unless otherwise provided herein or required by the Condominium Act (to the extent the same is applicable), by or at the direction of the President, the Secretary or other persons calling the meeting. Notice shall be given to the members as shown on the books of Association either personally or by first class mail; provided, however, a member may request the Secretary in writing that notice be given such member by mail and furnish the Secretary with the address to which such notice is to be mailed. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the member at his address as it appears on the books of Association, with postage thereon prepaid. In addition, notice of each meeting shall be posted in a conspicuous place on the Association property at least fourteen (14) days prior to such meeting or, in the case

of a special meeting, at the time notice is given if this date is less than fourteen (14) days before said meeting, or as required by the Condominium Act (to the extent the same is applicable.) Delivery of notice pursuant to this Section to any co-Owner of a Unit shall be effective upon all such co-Owners of said Unit, unless a co-Owner has requested the Secretary in writing that notice be given him and has furnished the Secretary with the address to which notice may be delivered by mail.

5. Waiver of Notice. A written waiver of notice signed by any voting representative, whether before or after the meeting, shall be equivalent to the giving of notice to the member he represents. Attendance of a voting representative at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a voting representative attends a meeting for the express purpose as stated at the beginning of the meeting, of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the membership need be specified in any written waiver of notice.

6. Adjourned Meetings. A majority of the voting representatives present, whether or not a quorum exists, may adjourn any meeting of the membership to another time and place. Notice of such adjourned meeting as required in Section 4 above shall be given to the members by posting such notice in a conspicuous place on the property of each Condominium. No further notice shall be required.

7. Action by Members Without a Meeting.

(a) Any action required by law or the Association Documents to be taken at any annual or special meeting of membership, or any action which may be taken at any such annual or special meeting may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by not less than the minimum number of voting representatives that would be necessary to authorize or take such action at a meeting at which all voting representatives entitled to vote thereon were present and voted.

(b) Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action and shall be sufficient if posted in a conspicuous place on the Condominium property of each Condominium.

8. Recordation of Actions. All actions of the membership shall be recorded in minutes, if taken during a meeting, or in an Action by Written Consent, if taken without a meeting; and such minutes shall be made available, upon request, to any member or voting representative.

9. Procedure. The members may adopt their own rules of procedure which shall not be inconsistent with the Association Documents or applicable law.

ARTICLE VII. DIRECTORS

1. Function. All corporate powers shall be exercised by or under the authority of, and the business and affairs of Association shall be managed under the direction of, the Board; provided however, certain matters specified in the Association Documents and the Florida Statutes shall be considered as authorized only after approval by the membership. The Board shall make appropriate delegations of authority to the officers and, to

the extent permitted by law and these Bylaws, by appropriate resolution, the Board may authorize one or more committees to act on its behalf when it is not the session.

2. Qualification of Directors. The qualifications for becoming and remaining a director of this Association are as follows:

(a) Any director elected prior to the termination of class membership need not be a member of Association.

(b) Every director elected after the termination of class membership shall be a member or a voting representative, of this Association and of the Condominium Association which he represents.

(c) Directors must be persons who are competent to contract.

3. Duties of Directors.

(a) A director shall be expected to attend all meetings of the Board and of any committee of the Board to which he has been appointed.

(b) A director shall perform his duties as a director, including his duties as a member of any committee of the Board upon which he may serve, the good faith, in a manner he reasonably believe to be in the best interests of Association, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

(c) In performing his duties, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

(1) One or more officers or employees of Association whom the director reasonably believes to be reliable and competent in the matters presented;

(2) Counsel, public accountants or other persons as to matters which the director reasonably believes to be within such person's professional or expert competence; or

(3) A committee upon which he does not serve, duly designated in accordance with a provision of these Bylaws, as to matters within its designated authority, which committee the director reasonably believes to merit confidence.

(d) A director shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause such reliance described above to be unwarranted.

(e) A person who performs his duties in compliance with this Section shall have no liability by reason of being or having been a director of Association.

4. Number. The number of directors of Association until the turnover meeting shall be three (3). At that meeting and each annual meeting thereafter, the Board shall at all times be composed of at least one (1) director for each Condominium Association.

5. Election and Term.

(a) Each person named by Developer as a member of the Board shall hold office until the turnover meeting and until his successor shall have been elected and qualified or until his

earlier resignation, disqualification, removal from office or death. Any vacancy occurring in the Board before said meeting shall be filled by Developer.

(b) Prior to said meeting, the membership of each Condominium Association shall elect, from among its directors, an individual to serve as a director to Association; provided, however, if any Condominium Association has not elected a director at least one (1) week before the annual meeting of Association at which such director is to take office, its Board shall elect the director.

(c) One-half (1/2), or as close to such number as possible, of all of the Condominium Associations in existence on the date of said meeting shall elect a director for a term of two (2) years, such one-half (1/2) being those Condominium Associations which were incorporated earliest. The remaining Condominium Associations shall elect a director for a term of one (1) year.

(d) At the first annual meeting the following year and at each annual meeting thereafter, directors shall ordinarily be elected to serve a term of two (2) years. It is the intention of Association that the terms of the directors shall be staggered so that at each annual meeting only one-half (1/2) of the number of directors specified in Section 4 above or as close to such number as possible shall be elected; therefore, directors may be elected for a term of one (1) year wherever the circumstances dictate such abbreviated term in order to maintain the intended balance. At the turnover election, the term of each director elected shall be determined by a "lottery" or the drawing of "straws" held prior to the election.

(e) Each director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified or until his earlier resignation, disqualification, removal from office or death.

(f) At the organizational meeting of any Condominium Association incorporated subsequent to the annual meeting of Association described at Subsection (a) above, the Board of Directors of said Condominium Association shall elect one (1) of its directors to serve as a director of Association until the first annual meeting of the membership of said Condominium Association. Subsequent elections shall be according to the provisions of this Section.

6. Removal of Directors. Directors may be removed as provided in the Condominium Act.

7. Resignation of Directors. A director may resign from the Board by providing written notification of such resignation to the President of Association and the President of the Condominium Association he represents, and such resignation shall become effective immediately upon receipt by the Association's President of said written notification or at such later date as may be specified in the notification.

8. Vacancies. Any vacancy occurring in the membership of the Board shall be filled by the Board of Directors of the appropriate Condominium Association; provided, however, any vacancy resulting from the removal of a director by the members of his Condominium Association may be filled by said membership. A director so elected shall hold office for the term of the director he is replacing.

9. Directors' Conflict of Interest.

(a) No contract or other transaction between this Association and one or more of its directors or any other

corporation, firm, association or entity in which one or more of the directors are directors or officers or are financially interested shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the Board or a committee thereof which authorizes, approves or ratifies such contract or transaction or because his or their votes are counted for such purpose, if:

(1) The fact of such relationship of interest is disclosed or known to the Board or committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interest directors; or

(2) The fact of such relationship or interest is disclosed or known to the voting representatives entitled to vote, and they authorized, approve or ratify such contract or transaction by vote or written consent; or

(3) The contract or transaction is fair and reasonable as to Association at the time it is authorized by the Board, a committee or the members.

(4) Disclosure of such agreement by setting forth same in the Declaration as initially declared or subsequently redeclared or amended, shall stand as an absolute confirmation of such agreements and the valid exercise of the directors and officers of the corporation of the power pertinent thereto.

(b) Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies such contract or transaction.

ARTICLE VIII. DIRECTORS' MEETINGS

1. Annual Meeting. The annual meeting of the Board shall be the Annual Budget Meeting of the Board and shall be held without notice immediately after the adjournment of the annual meeting of the members.

2. Regular Meetings. The Board may, by resolution duly adopted, establish regular meetings, which shall thereafter be held without further notice until subsequent resolution altering same.

3. Special Meetings. Special meetings of the Board may be called by the President or on the written request of any three (3) directors.

4. Annual Budget Meeting. An Annual Budget Meeting shall be held during November, or at such time as the Board shall direct, for the purpose of adopting an annual budget for Association for the coming accounting year. Written or printed notice stating the place, day and hour of the meeting shall be delivered personally or by regular mail to each director at his address as it appears on the books of the books of Association no less than fourteen (14) days before Association meeting. Notice shall be given each member pursuant to Section 1 of Article XIII below.

5. Place of Meetings. Meetings of the Board shall be held at the principal office of Association or at such other place as the directors may from time to time designate.

6. Open Meetings. Meetings of the Board shall be open to all members and voting representatives.

7. Notice of Meetings.

(a) Written or printed notice stating the place, day and hour of any special meeting of the Board must be given to each director not less than five (5) nor more than thirty (30) days before the directors' meeting, by or at the direction of the President, the Secretary or other persons calling the meeting; provided, however, in the case of an emergency, only such notice as is reasonable under the circumstances need be given. Notice must be given either personally or by telegram, cablegram or first class mail; and if mailed, the notice shall be deemed to be given when deposited in the United States mail addressed to the director at his address, as it appears in the records of Association, with postage thereon prepaid. Except as otherwise specified in these Bylaws, the notice need not specify the business to be transacted at, nor the purpose of, any meeting.

(b) Additionally, notice of every meeting of the Board, stating the place and time thereof, shall be posted conspicuously on the Condominium property of each Condominium at least forty-eight (48) hours prior to any such meeting to call the members' attention thereto; provided, however, in the event of an emergency such notice shall not be required.

(c) Notice of any meeting in which Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

8. Waiver of Notice. A written waiver of notice signed by any director, whether before or after any meeting, shall be equivalent to the giving of notice to said director. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director attends a meeting for the express purpose, as stated at the beginning of the meeting, or objecting to the transaction of business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual, regular or special meeting of the directors need be specified in any written waiver of notice.

9. Presumption of Assent. A director of Association who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

10. Adjourned Meeting. A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the Board to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors.

11. Quorum. A majority of the number of directors fixed by these Bylaws shall constitute a quorum for the transaction of business at any meeting of the Board.

12. Voting.

(a) Each director present at any meeting of the Board shall be entitled to one (1) vote on each matter submitted to a vote of the directors; provided, however, proxy voting shall not be permitted.

(b) A majority vote by the directors present at a meeting of the Board at which a quorum is present shall be the act of the Board, unless a greater number is required under any provision of the Declaration, the Articles or these Bylaws.

13. Action Without a Meeting.

(a) By Written Consent. Any action required or which may be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so to be taken, shall be signed by all of the directors. Such consent shall have the same effect as a unanimous vote.

(b) By Communications Equipment. Any action required or which may be taken at a meeting of the Board at which a proper notice or a waiver thereof has been given pursuant hereto may be taken by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. When a telephone conference is used, a telephone speaker shall be attached so that any members or voting representatives present may hear the discussion.

14. Recordation of Actions.

All actions of the Board shall be recorded in minutes, if taken during a meeting, or in an Action by Written Consent, if taken without a meeting; and such minutes shall be made available, upon request, to any member or voting representative.

15. Procedure.

The directors may adopt their own rules of procedure which shall not be inconsistent with the Declaration, the Articles, these Bylaws or applicable law.

ARTICLE IX. COMMITTEES

1. Function. Except where specifically delegated authority to act when the Board is not in session, committees shall serve in an advisory capacity to the Board and the membership and shall make specific recommendations to the Board and the members regarding those aspects of the business and affairs of Association to which they have been delegated responsibility; provided, however, the Architectural Control Committee shall be delegated powers as provided herein.

2. Types of Committees. There shall be an Architectural Control Committee. The Board, by resolution adopted by a majority of the full Board, may appoint such other Standing Committees or Ad Hoc Committees as it deems necessary from time to time.

3. Committee Powers.

(a) Any committee shall have and may exercise all the authority granted to it by the Board, except that no committee shall have the authority to:

(1) Fill vacancies on the Board or any committee thereof;

(2) Adopt, amend or repeal the Bylaws;

(3) Amend or repeal any resolution of the Board;

(4) Act on matters committed by Bylaws or resolution of the Board to another committee of the Board.

(b) In addition to any powers granted pursuant to Subsection (a) above, the Architectural Control Committee shall be charged with establishing guidelines and standards for any change in the structures or overall appearance of the Association Area or any portion thereof.

(1) Based on such guidelines, whether or not formally adopted and written, said committee shall have the power to approve or disapprove each request from a Unit Owner to make non-material alterations to the walls of the building boundary his Unit or the limited common elements appurtenant to said Unit. The Board, by resolution, may adopt, alter, or modify and guidelines.

(2) No change may be made in the exterior appearance, landscape design or matters concerning any Common Areas of the Association Area without the approval of the Architectural Control Committee.

(3) Said Committee shall have the power to approve, to approve with modifications or conditions, or disapprove any plans submitted by a Unit Owner to provide access between two or more adjacent Units owned by said Unit Owner. This Committee must reasonably believe, based on consultation with construction experts who are familiar with the particular building, that the plan, as approved, shall not affect the safety or soundness of any Unit, or the common elements of the respective Condominium or impair any easement.

4. Appointment.

The Board shall appoint committee members from among the directors, members and voting representatives of Association, and shall designate a chairman and a secretary for each committee, which positions may be filled by one or more members.

5. Term. The members and officers of each committee shall be initially appointed at any meeting of the Board, and, thereafter shall be appointed at the annual meeting of the Board. Said appointees shall take office on the day of such Board meeting and shall hold office until the next annual meeting of the Board and until a successor shall have been appointed, or until his earlier resignation, disqualification, removal from office, death, or until such committee shall terminate, whichever first occurs.

6. Removal of Committee Members. Any committee member may be removed from office at any time, with or without cause, by the Board.

7. Resignation of Committee Members. Any committee member may resign therefrom by providing written notification of such resignation to the President of Association, and any such resignation shall become effective immediately upon receipt by the President of said written notification or at such later date as may be specified in the notification.

8. Vacancies. Any vacancy occurring in the membership of any committee and any membership thereon to be filled by reason of an increase in the number of members of a committee shall be filled by the Board.

ARTICLE X. COMMITTEE MEETINGS

1. Regular Meetings. Regular meetings of each Standing Committee shall be held, as determined by the chairman of the committee. There shall be no regular meetings of any Ad Hoc Committee unless established by the chairman of said committee.

2. Special Meetings. Special meetings of any committee may be called at any time by the chairman of the committee or by any two (2) members thereof.

3. Place of Meetings. Committee meetings shall be held at the principal office of Association or at such other place as the chairman of the committee may from time to time designate.

4. Notice of Meetings. Reasonable written , printed or oral notice (or notice required by the Condominium Act, if applicable) stating the place, day and hour of any regular or special meeting of the committee must be given to each committee member before the committee meeting, by or at the direction of the chairman of the committee, or other persons calling the meeting. Notice must be given either personally or by telegram, cablegram or first class mail; and if mailed, the notice shall be deemed to be given when deposited in the United States mail addressed to the committee member at his address, as it appears in the records of Association, with postage thereon prepaid. Except as otherwise specified in these Bylaws, the notice need not specify the business to be transacted at, nor the purpose of any meeting.

5. Waiver of Notice. A written waiver of notice signed by any committee member, whether before or after any meeting, shall be equivalent to the giving of notice to said committee member. Attendance of a committee member at a meeting shall constitute a waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a committee member attends a meeting for the express purpose, as stated at the beginning of the meeting, of objecting to the transaction of business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of a committee need be specified in any written waiver of notice.

7. Presumption of Assent. A committee member who is present at a committee meeting at which action on any matter is taken shall be presumed to have assented to the action taken unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

8. Adjourned Meeting. A majority of the committee members present, whether or not a quorum exists, may adjourn any meeting of a committee to another time and place. Notice of any such adjourned meeting shall be given to the committee members who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other committee members.

9. Quorum. A majority of the number of members of any committee shall constitute a quorum for the transaction of business at any committee meeting.

10. Voting.

(a) Each committee member present at any meeting of a committee shall be entitled to one (1) vote on each matter submitted to a vote of the committee members; provided, however, proxy voting shall not be permitted.

(b) A majority vote by the committee members present at a committee meeting at which a quorum is present shall be the act of the committee, unless a greater number is required under any provision of these Bylaws.

11. Action Without a Meeting.

(a) By Written Consent. Any action required or which may be taken at a committee meeting may be taken without a meeting if a consent in writing, setting forth the action so to be taken, shall be signed by all of the members of the committee. Such consent shall have the same effect as a unanimous vote.

(b) By Communications Equipment. Any action required or which may be taken at a committee meeting may be taken by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time.

ARTICLE XI. OFFICERS

1. Designation. The officers of this Association shall consist of a president, past president, (when appropriate), one or more vice-presidents (as determined necessary by the Board, a secretary and a treasurer. Association shall also have such other officers, assistant officers and agents as may be deemed necessary or appropriate by the Board from time to time, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

2. Duties. The officers of this Association shall have the following duties:

(a) President. The President shall be the chief executive officer of the Association, having general overall supervision of all the business and officers of Association subject to the directions of the Board, shall preside at all meetings of the members and Board, and shall be an ex officio member of all standing committees. He shall execute with the Secretary or any other officer authorized by the Board, any deeds, mortgages, bonds, contracts or other instruments which are duly authorized to be executed, except where the same is required or permitted by law to be otherwise signed and executed, and except where the execution thereof shall be expressly delegated by the Board to some other officer or agent of Association. He shall perform any and all other duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

(b) Past President. The immediate past President of Association shall, at the conclusion of his term in office, assume the office of Past President. The sole function of the Past President shall be to provide continuity from his administration to that of his successor and be a source of information, guidance and inspiration to all officers of Association.

(c) Vice-President. In the absence of the President or in the event of his death, inability or refusal to act, the Vice-President (or in the event there be more than one vice-president, the Vice-Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice-President shall perform such duties as from time to time may be assigned to him by the President or by the Board.

(d) Secretary. The Secretary shall have custody of, and maintain, all of the corporate records except the financial records; have custody of the corporate seal and affix it on all papers requiring said seal; record the minutes of all meetings of the membership and of the Board; send out all notices of meetings; and perform and all other duties incident to the office of Secretary and such other duties as from time to time may be prescribed by the Board or the President. The duties of the Secretary may be performed by a manager pursuant to the terms of any Management Agreement with Association.

(e) Treasurer.

(1) The Treasurer shall have charge and custody of all corporate funds and financial records; shall keep full and accurate accounts of receipts and disbursements and render accounts thereof at the annual meetings of the Board and the membership and whenever else required by the Board or the President, shall deposit all monies and other valuable effects in the name of and to the credit of Association in such depositories as may be designated from time to time by the Board, and shall perform any and all other duties incident to the office of Treasurer and such other duties as may be prescribed by the Board or the President. The Treasurer shall be bonded by Association.

(2) He shall collect the Assessments and shall promptly report the status of collections and of all delinquencies to the Board.

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

(4) He shall prepare an annual budget and a statement of income and expenditures to be approved by the Board.

(5) The duties of the Treasurer may be performed by a manager pursuant to the terms of any Management Agreement with Association.

3. Qualifications of Officers.

(a) All officers except the Past President shall be members or voting representatives of Association.

(b) All officers excepting the Past President shall be a member of the Board.

(c) The Board shall elect different persons to the offices of President, Secretary and Treasurer.

4. Election and Terms.

(a) Each person named as an officer by Developer shall hold office until the turnover meeting of Association and until his successor shall have been elected and qualified, or until his earlier resignation, removal from office or death.

(b) At each annual meeting of the Board, a majority of the directors then in office shall elect the officers of Association for the ensuing year, however, the failure to elect a president, vice-president, secretary or treasurer shall not affect the existence of Association.

(c) Each officer shall hold office for the term of one (1) year and until his successor shall have been elected and qualified, or until his earlier resignation, disqualification, removal from office or death.

5. Removal of Officers. Any officer or agent elected or appointed by the Board may be removed by the Board, with or without cause, whenever in its judgment the best interests of Association will be served thereby.

6. Resignation of Officers. Any officer or agent elected or appointed by the Board may resign such office by providing written notification of such resignation to the President or to the Secretary of Association, and such resignation shall become effective immediately upon receipt of said notification or at such later date as may be specified in the notification.

7. Vacancies. Any vacancy, however occurring, in any office, may be filled by the Board. An officer so elected shall hold office for the unexpired term of the officer he is replacing.

8. Bonding. Association shall provide for fidelity bonding of officers, directors or other persons who control or disburse funds of Association as required by the Condominium Act and shall bear the cost of such bonding. Association may bond any officer of Association and shall bear the cost of such bonding.

ARTICLE XII. INDEMNIFICATION OF OFFICERS AND DIRECTORS

1. Indemnification for Actions, Suits or Proceedings.

(a) Association shall indemnify any person who was or is party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of Association) by reason of the fact that he is or was a director or officer of Association, or is or was serving at the request of Association as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' and paraprofessional fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe this conduct was unlawful. The adverse termination of any action, suit or proceeding by judgment, order, settlement, conviction, or a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner in which he reasonably believed to be in, or not opposed to, the best interests of Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of Association to procure a judgment in it favor by reason of the fact that he is or was a director or officer of Association, or is or was serving at the request of Association as a director of officer of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' and paraprofessional fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of Association; provided, however, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to Association unless, and only to the extent, that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is firmly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

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

(d) Any indemnification under Subsections (a) or (b) (unless ordered by a court) shall be made by Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Subsections (a) or (b). Such determination shall be made:

(1) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding; or

(2) if such a quorum is not obtainable, or even if obtainable, a quorum of disinterested directors so directs by independent legal counsel in a written opinion; or

(3) by the members.

(e) Expenses (including attorneys' and paraprofessional fees) incurred in defending a civil or criminal action, suit or proceeding may be paid by Association in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in Subsection (d) upon receipt of an undertaking by or on behalf of the director or officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by Association as authorized in this Section.

2. Other Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote of the members or disinterested directors, or otherwise, both as to actions in his official capacity and as to actions in another capacity while holding such position and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

3. Liability Insurance. Upon the majority vote of a quorum of the Board, Association may purchase and maintain insurance on behalf of any person who is or was a director or officer of Association, or is or was serving at the request of Association, as a director or officer of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not Association shall have indemnified him against such liability under the provisions of this Article XII.

ARTICLE XIII. ANNUAL BUDGET

1. Adoption by Board. The annual budget for Common Expenses for Association shall be prepared by the Treasurer and adopted by the Board. Said budget shall be detailed, it shall be divided into two (2) sections to reflect the costs for the Overall Common Maintenance Area and the Waterfront Property Maintenance Area, and it shall show the amounts budgeted by accounts and expense classifications. In addition to annual operating expenses, unless otherwise waived by Association, the budget must include items for reserve accounts for capital expenditures and deferred maintenance. A copy of the proposed annual budget of Common Expenses shall be mailed, by regular mail, to the Unit Owners at least fourteen (14) days prior to the meeting at which the budget shall be considered together with a notice of such meeting. Such meeting shall be open to the Unit Owners.

2. Limit of Increase of Budget. As long as Developer is in control of the Board, said Board shall not impose an Assessment for a year greater than one hundred fifteen percent (115%) of the prior accounting year's Assessment without the

approval of the voting representatives. The percent of increase shall be determined pursuant to Paragraph 718.112(1)(f) of the Condominium Act.

ARTICLE XIV. ASSESSMENTS

1. Determination and Payment. After adoption of a budget, a determination of the annual Assessment per Unit shall be made by apportioning the total sum of said budget among the Unit Owners according to the formula for sharing Common Expenses set forth in the Declaration. As provided for in the Declaration, the annual Assessment of Association may be collected by the appropriate Condominium Association, in which case both assessments shall be made against Unit Owners as a single sum. Such annual Assessment shall be payable in monthly installments on the fifteenth (15th) day of each month. The Board shall promptly deliver or mail to each Unit Owner or other person designated in writing to receive such notice, a statement setting forth the amount of the annual Assessment, the amount of each monthly installment and the dates on which payment is due; provided, however, if collection shall be made by the Condominium Associations, appropriate such notice shall instead be delivered to the Treasurers of said Condominium Associations who shall include such information on their statement of annual assessments. Assessments shall be due and payable regardless of whether or not members are sent or actually received a written notice.

2. Failure to Adopt a Budget. If an annual budget has not been adopted for the accounting year at the start of said year, an Assessment in the amount of the last prior annual Assessment shall continue in force until changed by an amended Assessment.

3. Excess Income. If for any reason, the budget provides income in excess of Association's needs, such overassessments shall be retained by Association in its account to be applied to the next ensuing year's expenses or rebated to the members, at the direction of the Board.

4. Amended Assessment. In the event the annual Assessment proves to be insufficient, the budget and Assessment may be amended at any time by the Board.

5. Special Assessments. The Board shall have power to levy special Assessments as necessary for actual economic needs of Association with the consent of the members. Additionally, special assessments may be levied against individual Unit Owners in accordance with Article XVI below, which deals with the enforcement of the terms of the Association Documents.

ARTICLE XV. RULES AND REGULATIONS

1. Purpose. The Rules and Regulations of Association shall be a list of certain reasonable restrictions on, and requirements for, the use, maintenance, and appearance of the Association Area, or portions thereof, and any additional land or facilities which may become subject to Association jurisdiction. Such Rules and Regulations shall be in addition to all other requirements of the Association Documents and any restriction and requirements imposed by the respective Condominium Associations.

2. Modification. The Rules and Regulations may be modified, amended or repealed and new restrictions and requirements may be adopted from time to time by the majority vote of the Board or the membership.

3. Application. Every Unit Owner, occupant, guest and invitee shall be subject to the Rules and Regulations. Copies of such Rules and Regulations as amended shall be furnished by

Association to all Unit Owners and occupants of any Unit on request.

4. Exceptions. The Board may, under special circumstances, waive or vary specific restrictions or requirements in individual cases upon a vote of two-thirds (2/3) of the entire Board. The Board may impose conditions on any waiver or variance.

ARTICLE XVI. REMEDIES FOR VIOLATION

1. Legal Remedies.

(a) In the event of violation of the provisions of the Condominium Act or the Association Documents as the same are now or may hereafter be constituted, Association, on its own behalf, may bring appropriate action to enjoin such violation or to enforce the provisions of said documents or sue for damages, or take all such courses of action at the same time, or bring appropriate action for such other legal or equitable remedy as it may deem appropriate. Failure by Association to enforce any such provision shall in no event be deemed a waiver of the right to enforce later violation.

(b) In the event of such legal action brought against a Unit Owner, the losing defendant shall pay all costs and expenses, including, but not limited to, filing an service of process fees, reasonable attorneys' and paraprofessional fees and court costs, incurred by the Association incident to the proceeding and those incurred on appeal. Each Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to Association, and with the intent of all Owners to give to Association a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those moneys due and owing it from Owners of Condominium Units and to preserve each other's right to enjoy his Unit free from unreasonable restraint and nuisance.

(c) The costs and expenses authorized at Paragraph (b) above shall be assessed against the Unit Owner's Unit as a special assessment collectible in the same manner as any other Assessment for Association.

(d) Fines. Fines may be levied by the Board pursuant to the Condominium Act.

ARTICLE XVII. INSURANCE AND BONDING

1. Liability Insurance. The Board shall obtain public liability and property damage insurance covering all of the Association Area, and insuring Association in such amount as the Board may determine from time to time.

2. Casualty Insurance.

(a) Association may obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, and, if any real property is in an area identified by the Department of Housing and Urban Development as having a special flood hazard, flood insurance. Such insurance shall insure all of the appropriate insurable improvements within the Association Area, including personal property owned by Association, in and for the interest of Association, with a deductible acceptable to the Board and in an amount equal to the maximum insurable replacement value, in accordance with the original plans and specifications as actually built, including modifications, if any, as determined annually by the Board.

(b) Any repair and restoration must be substantially in accordance with the plans and specification for the original building, or as the building was last constructed, or according to the plans approved by the Board, 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.

3. Worker's Compensation. The Board shall obtain Worker's Compensation insurance to meet the requirements of law.

4. Other Insurance. The Board may obtain such other insurance as the Board shall determine from time to time to be desirable.

5. Association's Power to Compromise Claim. Association is hereby irrevocably appointed agent for each Unit Owner, for the purpose of compromising and settling claims arising under insurance policies purchased by Association, and to execute and deliver releases therefor, upon the payment of claims.

6. Unit Owner's Liability. Anything in this Article XVII to the contrary notwithstanding, each individual Unit Owner shall be responsible to Association for payment of any deductible from the insurance proceeds required by Association's liability, casualty, Worker's Compensation and such other insurance policies in force under the terms of this Article, for any claim arising as a result of the Unit Owner's act or omission, or that of any guest, invitee or lessee of the Unit Owner. Association shall have the power to assess any Unit Owner for such deductible.

7. Miscellaneous. Premiums for all insurance coverage obtained by Association, and other expenses in connection with such insurance, shall be paid by Association and be charged as a Common Expense. All such insurance shall be placed with good and responsible companies, authorized to do business in Florida.

8. Fidelity Bonds. Association shall provide fidelity bonding in the principal sum determined by the Board and/or as required by the Condominium Act.

ARTICLE XVIII. EMINENT DOMAIN

(a) Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with any condemning authority for acquisition of the real property owned by Association, or part thereof.

(b) In the event of a taking or acquisition of part or all of the real property owned by Association by a condemning authority, the award or proceeds of settlement shall be payable to Association for the use and benefit of the Unit Owners and their mortgages as their interests may appear. Any such taking or acquisition shall be deemed to be a loss and any award payable as a result of such taking of acquisition shall be distributed or used in accordance with the provisions of Article XVII, section 2, Casualty Insurance

ARTICLE XIX. BOOKS, RECORDS AND FINANCES

1. Fiscal Year. The fiscal year of Association shall begin the first day of January in each year. The Board is expressly authorized to change this fiscal year at any time for the convenience of Association.

2. Books and Records.

(a) Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, its Board and its committees, which

shall be available for inspection by Unit Owners or their authorized representatives and by directors at any reasonable time. Association shall retain these minutes for a period of not less that seven (7) years.

(b) The accounting records shall be maintained according to good accounting practices. The records shall include, but are not limited to:

(1) A record of all receipts and expenditures.

(2) An account for each Unit, designating the name and current mailing address of the Unit Owner, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account, and the balance due.

Failure to permit inspection of Association's accounting records by Unit Owners or their authorized representatives shall entitle any person prevailing in an action for enforcement to recover reasonable attorneys' and paraprofessional fees from the person or persons in control of the books and records who, directly or indirectly, deny access to the books and records for inspection.

(c) A copy of each insurance policy obtained by Association shall be made available for inspection by Unit Owners at reasonable times.

(d) Association may maintain a suitable register for the recording of pledged or mortgaged Units. Any pledgee or Mortgagee of a Unit may, but is not obligated to, notify Association in writing of the pledge or mortgage. In the event notice of default is given any member, under an applicable provision of these Bylaws or the Declaration, a copy of such notice shall be mailed to the registered pledgee or Mortgagee.

3. Funds.

(a) All funds of Association shall be deposited from time to time to the credit of Association in one or more such banks, trust companies or other depositories as the Board may from time to time designate, upon such terms and conditions as shall be fixed by the Board. The Board may from time to time authorize the opening and keeping, with any such depository as it may designate, of general and special bank accounts and may make such special rules and regulations with respect thereto, not inconsistent with the provisions of these Bylaws, as it may deem necessary.

(b) Association funds shall be used only for Association purposes.

(c) The authorized signers on all depository accounts shall be the President, Vice-President, Secretary, Treasurer, or such other officers or persons as the Board may from time to time designate. All checks over $500.00 must be signed by two authorized signers, one of whom must be an officer of Association; checks for less than Five Hundred Dollars ($500.00) may be signed by any one of the authorized signers. Notwithstanding the foregoing, the Board may authorize the manager of the Association to sign checks for amounts over $500.00 respecting payments to service providers and utility companies. Checks shall be issued only for all bills within the provisions of the budget adopted by the Board or pursuant to special appropriations made by the Board.

(d) Drafts or other orders for the payment of money, excepting depository accounts, and all notes or other evidences of indebtedness issued in the name of Association shall be signed by such officer or officers, agent or agents of Association and in such manner as shall from time to time be

determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer or an Assistant Treasurer, if any, and countersigned by the President.

4. Financial Information. Within three (3) months following the end of the accounting year of Association, the Board shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous accounting year which shall be divided into two (2) sections, one (1) for the Overall Maintenance Assessments and one (1) for the Waterfront Property. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications including, if applicable, but not limited to, the following:

(a) Costs for security;

(b) Professional and management fees and expenses;

(c) Taxes;

(d) Costs for recreation;

(e) Expenses for refuse collection and utility services;

(f) Expenses for lawn care;

(g) Costs for building maintenance and repair;

(h) Insurance costs;

(i) Administrative and salary expenses; and

(j) General reserves, maintenance reserves, and depreciation reserves.

ARTICLE XX. NOT-FOR-PROFIT OPERATIONS

This Association will not have or issue shares of stock. No dividend will be paid, and no part of the income of this Association will be distributed to its members, directors or officers.

ARTICLE XXI. CORPORATE SEAL

The Board shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of Association, the state of incorporation, the year of incorporation, and the words "corporation not for profit".

ARTICLE XXII. MODIFICATION OF BYLAWS

1. Vote Required. These Bylaws may be revised, amended or repealed, unless specifically prohibited herein, at any meeting of the Board or the membership by a majority vote, provided that notice of said meeting is given in accordance with these Bylaws, and that said notice contains a full statement of the proposed amendment.

2. Revision Requirements. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended, new words shall be inserted in the text underlined or highlighted, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead,

a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw. See Bylaw ____ for present text."

3. Errors. Nonmaterial errors or omissions in the Bylaw process shall not invalidate an otherwise properly promulgated amendment.

4. Mortgagees. No amendment to said Bylaws shall be adopted which would affect or impair the validity or priority of any Mortgage covering any Condominium Unit.

ARTICLE XXIII. MISCELLANEOUS

1. Articles and Other Headings. The Articles and other headings contained in these Bylaws are for reference purposes only and shall not affect the meaning or interpretation of these Bylaws.

2. Gender and Number. Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural thereof.

3. Revocability of Authorizations. No authorization, assignment, referral or delegation of authority by the Board to any committee, officer, agent or other official of Association shall preclude the Board from exercising the authority required to meet its responsibility for the operation of the Condominium. The Board shall retain the right to rescind any such authorization, assignment, referral or delegation in its sole discretion.

4. Validity. Should any of the covenants herein imposed be void or become unenforceable at law, or in equity, the remaining provisions of these Bylaws shall, nevertheless, be and remain in full force and effect. Defects or omissions in these Bylaws shall not affect the validity of any Condominium or the title to Condominium Units.

SECRETARY'S CERTIFICATE

THIS IS TO CERTIFY that I am the Secretary of BAHIA DEL MAR HOMEOWNERS' ASSOCIATION, INC., and the foregoing Bylaws of said Association were duly adopted by the Board of Directors of Association at a meeting of said directors held on May 5, 1993.

DATED: May 5, 1993

Francisco A. Roza

FRANCISCO A. ROZA
(a/k/a FRANK ROZA),
Secretary

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INST # 93-136516
MAY 12, 1993 8:21PM

CONSOLIDATED, AMENDED AND RESTATED DECLARATION AND MASTER EASEMENT AGREEMENT FOR THE BAHIA DEL MAR HOMEOWNERS' ASSOCIATION, INC.

This Instrument Prepared By:

Patricia Kimball Fletcher, P.A.
Shapo, Freedman & Fletcher, Esq.
200 S. Biscayne Boulevard, Suite 4750
Miami, Florida 33131

RECORD AND RETURN TO:

Scott Brainard, Esq.
Deeo, Brainard, Driscoll & Prats, P.A.
One Fourth Street North
Suite 770
St. Petersburg, FL 33701

KARLEEN F. DEBLAKER, CLERK
RECORD VERIFIED BY:

PINELLAS COUNTY FLA.
OFF.REC.BK 8270 PG 1332

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CONSOLIDATED, AMENDED AND RESTATED DECLARATION AND MASTER EASEMENT AGREEMENT FOR THE BAHIA DEL MAR HOMEOWNERS' ASSOCIATION , INC.

THIS CONSOLIDATED, AMENDED AND RESTATED DECLARATION AND MASTER EASEMENT AGREEMENT FOR THE BAHIA DEL MAR HOMEOWNERS' ASSOCIATION, INC. (this "Declaration") is made this 5th day of May, 1993, by and between **ISLA DEL SOL, INC.**, a Florida corporation ("Developer") and **BAHIA DEL MAR HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation ("Association").

R E C I T A L S:

A. On July 1, 1981 Developer executed the DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS AS TO THE BAHIA DEL MAR ASSOCIATION AREA ("Original Declaration") and a Master Easement Agreement ("Original Easement Agreement"). The Original Declaration and the Original Easement Agreement were recorded on July 2, 1981 in Official Records Book 5215, Page 1103 and in Official Records Book 5215, Page 1068 of the Public Records of Pinellas County, Florida.

B. On March 8, 1982 Developer executed the FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS AS TO THE BAHIA DEL MAR ASSOCIATION AREA ("First Declaration Amendment"). The First Declaration Amendment was recorded on March 25, 1982 in Official Records Book 5326, Page 917 of the Public Records of Pinellas County, Florida.

C. On November 17, 1982 Developer executed the SECOND AMENDMENT DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS AS TO THE BAHIA DEL MAR ASSOCIATION AREA ("Second Declaration Amendment"). The Second Declaration Amendment was recorded on November 24, 1982 in Official Records Book 5435, Page 284 of the Public Records of Pinellas County, Florida.

D. On January 20, 1988 Developer executed the THIRD AMENDMENT TO DECLARATION COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS AS TO THE BAHIA DEL MAR ASSOCIATION AREA ("Third Declaration Amendment") and the SECOND AMENDMENT TO MASTER EASEMENT AGREEMENT ("Second Easement Amendment"). The Third Declaration Amendment and the Second Easement Amendment were recorded on January 26, 1988 in Official Records Book 6668, Page 1699 and in Official Records Book 6668, Page 1688 of the Public Records of Pinellas County, Florida.

E. On May 11, 1990 Developer executed the FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS AS TO THE BAHIA DEL MAR ASSOCIATION AREA ("Fourth Declaration Amendment") and the THIRD AMENDMENT TO MASTER EASEMENT AGREEMENT (the "Third Easement Amendment"). The Fourth Declaration Amendment and the Third Easement Amendment were recorded on May 14, 1990 in Official Records Book 7276 at Page 814 and in Official Records Book 7276, Page 818 of the Public Records of Pinellas County, Florida. The Original Easement Agreement, Second Easement Amendment and Third Easement Amendment shall hereinafter be collectively referred to as the "Master Easement Agreement".

F. On May 17, 1990 Developer executed the FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS AND LIMITED ASSIGNMENT AND ASSUMPTION AGREEMENT AS TO THE BAHIA DEL MAR ASSOCIATION AREA ("Fifth Declaration Amendment"). The Original Declaration, First Declaration Amendment, Second Declaration Amendment, Third Declaration Amendment, Fourth Declaration Amendment and Fifth Declaration Amendment shall hereinafter be collectively referred to as the "Prior Declaration".

G. Developer was the owner in fee simple title of the Southwest Quadrant of the West Island of Bayway Isles located in St. Petersburg, Florida, legally described in Exhibit A attached

hereto (the "Southwest Quadrant" or the "Bahia Quadrant"). The Southwest Quadrant is presently substantially improved.

H. Exhibit B attached hereto is a list of all of the existing condominium developments within the Southwest Quadrant (the "Existing Condominiums").

I. A portion of the Association Area remains undeveloped or is in the process of being developed (the "Vacant Land").

J. Only the portion of the Southwest Quadrant described on Exhibit D (the "Association Area") is subject to this Declaration and the jurisdiction of Association. For development purposes, the Association Area was separated into two areas by Bahia del Mar Boulevard. The area to the Southwest of the Bahia del Mar Boulevard was known as "Parcel 6" during development and will hereinafter be referred to as the "Waterfront Property." The Waterfront Property is legally described on Exhibit E attached hereto. The Condominiums located within the Waterfront Property are listed on Exhibit C attached hereto.

K. The area of the Southwest Quadrant to the Northeast of the Bahia del Mar Boulevard was known as the "Remaining Parcel" during the development of the Association Area and will hereinafter be referred to as the "Property Adjacent to the Golf Course." The Property Adjacent to the Golf Course is legally described on Exhibit F attached hereto.

L. Abutting the Southwest Quadrant on the North and East sides is the state road right-of-way area which is described in Exhibit G attached hereto (the "Road Right-of-Way Parcel").

M. Developer may create additional easements in the Association Area in the future to service all or portions of the Association Area (the "Additional Easements").

N. So as to provide for an orderly system of development of the Association Area, Developer has created and declared covenants, conditions and restrictions over the Association Area by the Prior Declaration and the Master Easement Agreement. Each condominium formed or to be formed within the Association Area, together with each Unit Owner thereof (as hereinafter defined), is subject to the Prior Declaration, the Master Easement Agreement and the Additional Easements.

O. Association is a corporation not-for-profit whose members are the unit owners of the Existing Condominiums and condominiums to be formed in the Association Area on the Vacant Land (collectively, the "Condominiums"). Association was formed for the purpose, among other things, of improving, maintaining and repairing certain property and easements for the benefit of the Condominiums and the respective unit owners thereof (collectively, the "Unit Owners").

P. The Prior Declaration and Master Easement Agreement are cumbersome to work with because of the numerous amendments to the same. In addition, the legal descriptions attached to such documents contained numerous errors and were not accompanied by sketches making it very difficult for Unit Owners to identify the same. Therefore, Association and Developer have agreed to consolidate the Prior Declaration and the Master Easement and to amend and restate the same entirely by this Declaration. Association, by execution of this Declaration, reaffirms its obligations and responsibilities as described herein.

NOW THEREFORE, Developer and Association hereby declare that the Association Area shall be subject to the following easements, conditions, covenants and restrictions, which shall run with the Association Area and be binding upon all parties having any right, title or interest therein, or any portion thereof, their respective heirs, successors and assigns; and which shall inure to

the benefit of Developer, Association, and, each Condominium formed in the Association Area and each Unit Owner thereof, as follows:

1. Recitals. The foregoing Recitals are true and correct.

2. Prior Declaration and Master Easement Agreement. The Prior Declaration and Master Easement Agreement are of no further force and effect and are hereby replaced entirely by this Declaration except as otherwise provided herein.

3. Definitions. In addition to the terms defined elsewhere in this Declaration, the following terms shall have the following meanings:

(a) "Additional Easements" shall have the meaning assigned to such term in Paragraph M of the Recitals hereof.

(b) "Articles" shall mean the Articles of Incorporation of Association as amended from time to time, copies of which are on file with the Secretary of Association and attached hereto as Exhibit I.

(c) "Assessments" shall mean a share of the funds required for the payment of Common Expenses, which from time to time is assessed against a Unit Owner.

(d) "Association" shall have the meaning assigned to such term in the initial paragraph hereof.

(e) "Association Area" shall have the meaning assigned to such term in Paragraph J of the Recitals hereof.

(f) "Bahia Lake" shall mean the recreation and storm drainage lake legally described on Exhibit L attached hereto.

(g) "Bahia Quadrant" shall have the meaning assigned to such term in Paragraph G of the Recitals hereof.

(h) "Beach Access Easement" shall mean the easement created by subparagraph 15.2 of Paragraph 3 of the Third Easement Amendment.

(i) "Beach Access Easement Area" shall mean the real property legally described on Exhibit O attached hereto.

(j) "Beach Area" shall have the meaning assigned to such term in Paragraph 12 hereof.

(k) "Board" shall mean the Board of Directors of the Association.

(l) "Boulevard" shall mean the Bahia del Mar Boulevard, which is legally described on Exhibit J attached hereto, and all utility lines, drainage areas, facilities and improvements lying within, over or under the Bahia del Mar Boulevard.

(m) "Bylaws" shall mean the Bylaws of Association, as amended from time to time, current copies of which are on file with the Secretary of Association and attached hereto as Exhibit H.

(n) "Circle" shall mean the Bahia del Mar Circle, which is legally described on Exhibit K attached hereto, and all utility lines, drainage areas, facilities and improvements lying within, over and under the Bahia del Mar Circle.

(o) "Circle Spur" shall mean the road which legally described on Exhibit N, and all utility lines, drainage areas, facilities and improvements lying within, over or under such road.

(p) "City" shall mean the City of St. Petersburg, and the agencies and departments of such entity.

(q) "Common Areas" shall include all real property owned by Association, easements benefitting Association and/or the Owners, the Additional Easements and facilities and landscaping thereon including, without limitation, the Bahia Lake, Boulevard, Circle, Drainage Facilities, Piers, Beach Area, Beach Access Easement and Circle Spur.

(r) "Common Expenses" shall mean the expenses, reserves and charges properly incurred by Association for construction, installation, improvement, maintenance, upkeep, replacement and repair of the Common Areas, and such other obligations as required by this Declaration.

(s) "Condominium shall mean any one of the Condominiums.

(t) "Condominium Act" shall mean Chapter 718 of the Florida Statutes.

(u) "Condominium Associations" shall mean the condominium associations created incident to Condominiums.

(v) "Condominium Associations for the Property Adjacent to the Golf Course" shall mean the Condominium Associations created incident to Condominiums formed within the Property Adjacent to the Golf Course pursuant to the Condominium Act.

(w) "Condominium Associations for the Waterfront Property" shall mean the Condominium Associations created incident to Condominiums within the Waterfront Property pursuant to the Condominium Act.

(x) "Condominiums" shall have the meaning assigned to such term in Paragraph O of the Recitals hereof.

(y) "Declaration" shall mean this document and all amendments and modifications hereof.

(z) "Department" shall mean the State of Florida Department of Transportation.

(aa) "Developer" shall have the meaning given to such term in the initial paragraph hereof.

(ab) "Drainage Facilities" shall mean the drainage lines serving the Association Area and shall include the facilities shown on Exhibit M attached hereto. The Drainage Facilities shall exclude any drainage facilities which are the maintenance responsibility of one or more of the Condominiums notwithstanding that such facility is shown on Exhibit M.

(ac) "Existing Condominiums" shall have the meaning assigned to such term in Paragraph H of the Recitals hereof.

(ad) "First Declaration Amendment" shall have the meaning assigned to such term in Paragraph B of the Recitals hereof.

(ae) "Fourth Declaration Amendment" shall have the meaning assigned to such term in Paragraph E of the Recitals hereof.

(af) "Fifth Declaration Amendment" shall have the meaning assigned to such term in Paragraph F of the Recitals hereof.

(ag) "Golf Course Unit Owners" shall mean the Owners, from time to time, of Condominium Units in Condominiums formed within the Property Adjacent to the Golf Course.

(ah) "Lake Perimeter Seawall" shall mean the seawall and/or bulkhead around the perimeter of the Bahia Lake.

(ai) "Master Easement Agreement" shall have the meaning assigned to such term in Paragraph E of the Recitals hereof.

(aj) "Mortgage" shall mean any mortgage, deed of trust, or other instrument encumbering any interest in a Unit as security for the performance of any obligation.

(ak) "Mortgagee" shall mean a bank, savings and loan association, insurance company, mortgage company or other like business entity holding a Mortgage on the Association Area or any portion thereof.

(al) "Original Declaration" shall have the meaning assigned to such term in Paragraph A of the Recitals hereof.

(am) "Original Easement Agreement" shall have the meaning assigned to such term in Paragraph A of the Recitals hereof.

(an) "Overall Assessments" shall mean Assessments respecting the Boulevard, Seawall, Piers, Beach Area, Drainage Facilities and Beach Access Easement.

(ao) "Overall Common Maintenance Area" shall have the meaning assigned to such term in Paragraph 26 hereof.

(ap) "Owners" shall have the same meaning assigned to the term Unit Owners in Paragraph O of the Recitals hereof.

(aq) "Piers" shall mean the wooden walkways and structures lying on or adjacent to the Seawall.

(ar) "Prior Declaration" shall have the meaning assigned to such term in Paragraph F of the Recitals hereof.

(as) "Property Adjacent to Golf Course" shall have the meaning assigned to such term in Paragraph K of the Recitals hereof.

(at) "Road Right-of-Way Parcel" shall have the meaning assigned to such term in Paragraph L of the Recitals hereof.

(au) "Seawall" shall mean the seawall running along the west and south boundaries of the Association Area and all appurtenances, footings and structures related thereto whether within or without of the Association Area. The Seawall runs parallel to the exterior boundary of the Waterfront Property from the Westerly boundary of the North-South Bayway, Westerly, Northwesterly and Northerly, along the Boca Ciega Bay Waters, for a linear distance of approximately 4,770 feet.

(av) "Second Declaration Amendment" shall have the meaning assigned to such term in Paragraph C of the Recitals hereof.

(aw) "Second Easement Amendment" shall have the meaning assigned to such term in Paragraph D of the Recitals hereof.

(ax) "Servicers" shall mean any and all utility companies (whether public or private) that provide utility and other essential services for the Association Area, including without limitation, electric, water, sewer, telephone, gas, cable television, drainage and garbage disposal services.

(ay) "Southwest Quadrant" shall have the meaning assigned to such term in Paragraph G of the Recitals hereof.

(az) "Third Declaration Amendment" shall have the meaning assigned to such term in Paragraph D of the Recitals hereof.

(ba) "Third Easement Amendment" shall have the meaning assigned to such term in Paragraph E of the Recitals hereof.

(bb) "Unit" or "Condominium Unit" shall mean a Unit (as such term is defined in the Condominium Act) within any Condominium.

(bc) "Unit Owner" shall mean a record owner of legal title of a Unit within any Condominium and shall include each person and entity included within the term "Unit Owners" in Paragraph O of the Recitals hereof.

(bd) "Waterfront Property" shall have the meaning assigned to such term in Paragraph J of the Recitals hereof.

(be) "Waterfront Property Assessments" shall mean the Assessments respecting the Circle, Circle Spur and Bahia Lake.

(bf) "Waterfront Property Common Maintenance Area" shall have the meaning assigned to such term in Paragraph 26 hereof.

(bg) "Vacant Land" shall have the meaning assigned to such term in Paragraph I of the Recitals hereof.

(bh) "Waterfront Property Unit Owners" shall mean the Owners, from time to time, of Condominium Units in Condominiums formed within the Waterfront Property.

4. Grant. Whenever this Declaration states that any party "grants" or "has granted" any other party any interest, the term "grant" shall include the grant, bargain, sale, alienation, remise, release, and conveyance of such interest necessary for all purposes to transfer and create such interest under Florida law.

5. Nonexclusive Easements. Each easement created hereunder shall be (without the necessity of restating such herein) nonexclusive and perpetual, for the limited purposes set forth herein and subject to all of the terms and conditions of this Declaration. Developer shall have the right to grant any other easement over the same area so long as it does not unreasonably interfere with the easement first granted and so long as Developer then owns the lands subject to such easement.

6. Benefit of Easement -- Developer. The reservation and granting of any easement in this Declaration to Developer shall be deemed to likewise include (without the necessity of restating such herein) the lessees, tenants, guests, invitees, agents, servants, employees, successors and assigns of Developer. Developer shall have the right to assign all or any part of its benefits herein, including, without limitation, as to specific easements, to any person or entity or any combination of persons or entities.

7. Benefit of Easement -- Other Entities. The granting of any easement in this Declaration to any person or entity other than Developer, including but not limited to Servicers or the City, shall be deemed to likewise include (without the necessity of restating such herein) the lessees, tenants, guests, invitees, and where applicable agents, servants and employees of such person or entity other than Developer. Such easements shall not be assignable by such person or entity. The granting of any easement in this Declaration to Unit Owners, or to Waterfront Property Unit Owners, or the Golf Course Unit Owners shall be as to the Unit itself rather than to the Owner of such Unit, and the Owner of such Unit may only use and enjoy the easements created hereunder so long as such Owner owns all or any part of the designated Unit. It is specifically intended that the easements created hereunder in favor of a Unit Owner shall run with the Unit and may only be used and enjoyed by the present Owner of all or any part of the designated Unit and such Owner's lessees, tenants, guests, invitees, and where applicable agents, servants and employees.

8. Boulevard. Developer does hereby grant and reserve unto itself an easement over the Boulevard as follows:

(a) To Developer, an unrestricted easement (i) for ingress and egress, (ii) for improving, repairing and maintaining the Boulevard, and (iii) for utility and drainage purposes, and the right (but without the obligation to do so) to install, repair and maintain utility, communication and drainage lines and other facilities incident thereto within the Boulevard;

(b) To the Condominium Associations and Unit Owners, a restricted easement (i) for ingress and egress and the right to construct, improve, repair or maintain the Boulevard, the utility, communication and drainage lines and other facilities incident thereto in the Boulevard and (ii) for utility and drainage purposes, together with an easement for ingress and egress to install, maintain and repair utility, communication and drainage lines and other facilities incident thereto within the Boulevard;

(c) To Association, a restricted easement (i) for ingress and egress solely to perform the obligations and duties assumed by Association in this Declaration; (ii) for improving, repairing and maintaining the Boulevard; (iii) to construct, improve, repair and maintain utility, communication and drainage lines and other facilities incident thereto in the Boulevard; (iv) to provide security services within the Association Area; and (v) solely for purposes of providing utilities and drainage to be furnished within the Association Area, and for purposes, as applicable, of installation, repair and maintenance of utility, communication and drainage lines, and other facilities incident thereto within the Boulevard;

(d) To Servicers, a restricted easement (i) for ingress and egress solely to provide their respective services in the Association Area and the Southwest Quadrant, (ii) to construct, improve, repair and maintain their applicable utility, communication and drainage lines and other facilities incident thereto within the Boulevard , and as applicable, within any Condominium in the Association Area and to the applicable Servicers that will install utility and drainage lines within the Boulevard (iii) a restricted easement solely for purposes of providing utilities, communication and drainage within the Association Area and the Southwest Quadrant, and for purposes of installation, repair and maintenance of such Servicer's utility, communication and drainage lines and other facilities incident thereto within the Boulevard; and

(e) To the City, a restricted easement (i) for ingress and egress solely to provide its services to the Association Area and the Southwest Quadrant, (ii) to construct, improve, repair and maintain utility, communication and drainage lines and other facilities incident thereto within the Boulevard, and as applicable, within any Condominium in the Association Area, and (iii) solely for purposes of providing utilities and drainage to be furnished within the Association Area and the Southwest Quadrant, and for purposes of installation, repair and maintenance of the City's utility, communication and drainage lines and other facilities incident thereto within the Boulevard.

9. Circle and Circle Spur. Developer does hereby grant and reserve unto itself an easement over the Circle and Circle Spur as follows:

(a) To Developer, an unrestricted easement for (i) ingress and egress; (ii) improving, repairing and maintaining the Circle and the Circle Spur; and (iii) for utility purposes, and the right (but without the obligation to do so) to install, repair and maintain utility, communication and drainage lines and other facilities incident thereto within the Circle and the Circle Spur;

(b) To the Waterfront Property Condominium Associations and Waterfront Property Unit Owners, a restricted easement (i) for

ingress and egress, (ii) to construct, improve, repair and maintain the Circle and the Circle Spur, the utility, communication and drainage lines and other facilities incident thereto in the Circle and the Circle Spur, (iii) to provide security services within the Association Area, and (iv) for utility and drainage purposes, together with an easement for ingress and egress to install, maintain and repair utility, communication and drainage lines and other facilities incident thereto within the Circle and the Circle Spur;

(c) To Association, a restricted easement (i) for ingress and egress solely to perform the obligations and duties assumed by Association in this Declaration, (ii) for improving, repairing and maintaining the Circle and the Circle Spur; (iii) to construct, improve, repair and maintain utility, communication and drainage lines and other facilities incident thereto in the Circle and the Circle Spur; and (iv) provide security services within the Association Area; and (v) solely for purposes of providing utilities and drainage to be furnished within the Association Area, and for purposes, as applicable, of installation, repair and maintenance of utility, communication and drainage lines and other facilities incident thereto within the Circle and the Circle Spur;

(d) To Servicers, a restricted easement (i) for ingress and egress solely to provide their respective services to the Waterfront Property, the Association Area and the Southwest Quadrant, (ii) to construct, improve, repair and maintain their applicable utility, communication and drainage lines and other facilities incident thereto within the Circle and the Circle Spur, and as applicable, within any Condominium in the Waterfront Property and to the applicable Servicers that will install utility and drainage lines within the Circle and Circle Spur, a restricted easement (iii) solely for purposes of providing utilities, communication and drainage within the Association Area and the Southwest Quadrant, and for purposes of installation, repair and maintenance of such Servicer's utility, communication and drainage lines and other facilities incident thereto within the Circle and the Circle Spur; and

(e) To the City, a restricted easement (i) for ingress and egress solely to provide its services to the Waterfront Property, the Association Area and the Southwest Quadrant, (ii) to construct, improve, repair and maintain utility, communication and drainage lines and other facilities incident thereto within the Circle and the Circle Spur and, as applicable, within any Condominium in the Waterfront Property, and (iii) solely for purposes of providing utilities and drainage to be furnished within the Association Area and the Southwest Quadrant, and for purposes of installation, repair and maintenance of the City's utility, communication and drainage lines and other facilities incident thereto within the Circle and the Circle Spur.

10. Bahia Lake. Developer does hereby grant and reserve unto itself an easement over the Bahia Lake as follows:

(a) To Developer, an unrestricted easement (i) for ingress, egress, drainage, recreational and business use, and (but without the obligation to do so) (ii) to construct, improve, repair and maintain the Bahia Lake;

(b) To Condominium Associations for the Waterfront Property and Waterfront Property Unit Owners, a restricted easement for ingress, egress, drainage and recreational use, together with an easement for ingress and egress to construct, improve, repair or maintain the Bahia Lake;

(c) To Condominium Associations for the Property Adjacent to the Golf Course and Golf Course Unit Owners, a restricted easement for drainage purposes, without the right of ingress and egress or recreational use, but together with an easement for ingress and egress solely to construct, improve, repair or maintain the Bahia Lake;

(d) To Association, a restricted easement for ingress, egress, drainage purposes and for the purposes to construct, improve, repair and maintain the Bahia Lake;

(e) To the applicable Servicers that will install or maintain drainage lines in the Southwest Quadrant, a restricted easement for ingress and egress and drainage purposes and for the purposes to construct, improve, repair and maintain the Bahia Lake solely for drainage purposes; and

(f) To the City, applicable if it installs or maintains drainage lines in the Southwest Quadrant, a restricted easement for ingress and egress and drainage purposes, and for the purposes to construct, improve, repair and maintain the Bahia Lake solely for drainage purposes.

Except as set forth herein, the easement created by this Paragraph 10 shall extend down to and include the bottom of the Bahia Lake, as well as any springs or other water source that may be incident to such lake, and shall extend laterally to but not include the Lake Perimeter Seawall. The easement shall extend to and include the seawall or bulkhead solely for Association and, as applicable, the City, Servicers, Condominium Associations for the Waterfront Property and Condominium Associations for the Property Adjacent to the Golf Course, to permit them to construct, improve, repair and maintain the Lake Perimeter Seawall. The easement shall likewise extend to and include the Lake Perimeter Seawall as to Developer for unrestricted purposes of ingress, egress and use, and the right (but without the obligation to do so) to construct, improve, repair and maintain the Lake Perimeter Seawall. Notwithstanding anything contained in this Paragraph 10 to the contrary, any encroachments from any building or other improvement (such as a dock or pier) in a Condominium adjacent to the Bahia Lake shall be permitted irrespective of whether such encroachments prevent full access and use of the Bahia Lake and such easement shall not interfere with the use and enjoyment of the encroachment by the applicable owner of such encroachment.

11. Drainage Facilities. Developer does hereby grant and reserve unto itself an easement over the Drainage Facilities as follows:

(a) To Developer, an unrestricted easement for drainage purposes, and the right (but without the obligation to do so) to construct, improve, repair and maintain drainage lines and other facilities incident thereto within the Drainage Facilities, and the right of ingress and egress for such purposes;

(b) To the Condominium Associations and Unit Owners, a restricted easement for drainage, together with an easement for ingress and egress solely to construct, improve, repair or maintain drainage lines or other facilities incident thereto in the Drainage Facilities;

(c) To Association, a restricted easement for drainage purposes and for purposes to construct, improve, repair and maintain drainage lines and other facilities incident thereto within the Drainage Facilities, and the right of ingress and egress for such purposes;

(d) To the applicable Servicers that will install or maintain drainage lines in the Southwest Quadrant, a restricted easement for drainage purposes and for purposes to construct, improve, repair and maintain drainage lines and other facilities incident thereto within the Drainage Facilities, and the right of ingress and egress for such purposes; and

(e) To the City, applicable if it installs or maintains drainage lines in the Southwest Quadrant, a restricted easement for drainage purposes and for purposes to construct, improve, repair and maintain drainage lines and other facilities incident thereto within

the Drainage Facilities, and the right of ingress and egress for such purposes.

12. Beach Area and Seawall. Developer does hereby grant and reserve unto itself an easement (i) for a pedestrian walkway across the top surface of the Seawall and the Piers hereinafter referred to as the "Pedestrian Walkway Easement" or "Pedestrian Walkway," and (ii) for that portion of the Association Area between said Seawall and (a) the mean high water line of Boca Ciega Bay or (b) boundary of Block 3 of Bayway Isle, as recorded in Plat Book 67, at Pages 41 through 43, in the Public Records of Pinellas County, Florida, as applicable (the "Beach Area"), as follows:

(a) To Developer an unrestricted easement for ingress and egress, and the right (but without the obligation to do so) to improve, repair and maintain the same;

(b) To the Condominium Associations and Unit Owners, an unrestricted easement for ingress and egress and as a pedestrian walkway, together with an easement for ingress and egress to improve, repair and maintain same;

(c) To Association, a restricted easement for ingress and egress solely to perform the obligations and duties assumed by Association in this Declaration including but not limited to improving, repairing and maintaining the Pedestrian Walkway and the Beach Area;

(d) To Servicers, a restricted easement for ingress and egress solely to provide their respective services; and

(e) To the City (or any other applicable governmental agency), a restricted easement for ingress and egress solely to provide its services.

13. Beach Access Easement. In the Third Easement Amendment, Developer granted and reserved unto itself and others a Beach Access Easement over, across and through the Beach Access Easement Area from and to: (i) the Circle, (ii) the Seawall and (iii) the Beach Area. Such Beach Access Easement remains in place and is comprised of easements as follows over the Beach Access Easement Area:

(a) To Developer, an unrestricted easement for ingress and egress, and the right (but without the obligation) to improve, repair and maintain the Beach Access Easement;

(b) To the Condominium Associations and Unit Owners, a nonexclusive easement for ingress and egress and as a pedestrian walkway, together with an easement for ingress and egress to improve, repair and maintain the Beach Access Easement;

(c) To Association, a nonexclusive easement for ingress and egress solely to perform any obligations and duties assumed by Association under any recorded documents, including but not limited to improving, repairing and maintaining the Beach Access Easement;

(d) To Servicers, a restricted easement for ingress and egress solely to provide their respective services; and

(e) To the City (or any other applicable governmental agency), a restricted easement for ingress and egress solely to provide its services.

14. Developer Easements. All easements created by this Declaration in favor of Developer shall, of necessity, include the right, but not the obligation, to construct or improve the facility for which the easement was created (e.g. roads), the right to repair and maintain such improvements and the right of ingress and egress for the purpose of construction, improvement, repair and maintenance of such facilities. Incident to such easements, Developer shall have

the right to obstruct any easement for a reasonable time incident to any construction, improvement, repair or maintenance by Developer, but Developer shall, in such event, use its best efforts to minimize the disruption or inconvenience of use of such easement by others entitled to use such easement. The decision whether to construct or improve any facility within any easement area, and the decision whether to repair or maintain same shall be in the sole discretion of Developer.

15. Golf Access. The parties acknowledge that a portion of the golf course formerly owned by Developer and now owned by IDSO Country Club, Inc. ("IDSO") is located within the Southwest Quadrant and that the guests, invitees, agents, servants and employees of Developer and IDSO will, of necessity, utilize the Boulevard and the Circle so as to obtain access to the various portions of the golf course in the Southwest Quadrant. Such access may be vehicular by automobiles, trucks, golf carts or otherwise or may be by pedestrian means. Such access may likewise require traversing the side boundaries of either easement for access from the Boulevard or Circle to the golf course, or vice versa, and may also require traversing any other easement area set forth in this Declaration (such as the Lake Perimeter Seawall) to gain access to and from the golf course. Notwithstanding anything contained in this Declaration to the contrary, the access set forth in this Paragraph 15 is specifically permitted and reserved to Developer and its successors and assigns and IDSO, and in no event shall Association or any of the various Condominium Associations or Unit Owners attempt or cause such access to be restricted in any manner whatsoever.

16. Construction. Developer and others are presently developing and improving the Southwest Quadrant including without limitation, the facilities contemplated by the various easements set forth in this Declaration. Association, on its own behalf and on behalf of the Condominium Associations and Unit Owners, agree that such construction is specifically consented to in such manner that Developer shall determine in its sole discretion, and without the right of Association or Condominium Associations or Unit Owners to give any guidance or instruction thereto. The absolute rights of Developer to so develop its lands in the Southwest Quadrant shall include, without limitation, the right to develop and construct the facilities within the easement areas in the manner which Developer deems appropriate. In no event shall Association or the Condominium Associations or the Unit Owners have the right to restrict or prevent such construction or development, regardless whether under a theory of public or private nuisance or otherwise.

17. Association Easements. Association hereby assumes and agrees to perform all construction, improvement, repair and maintenance of the facilities constructed or to be constructed in the easement areas set forth in this Declaration, and such other responsibilities and duties of Association set forth in this Declaration, and as necessary, to assess the membership of Association, to provide Association with sufficient funds to enable Association to fully comply with its obligations assumed hereunder. All construction, improvement, repair or maintenance of the Common Areas and easement areas set forth in this Declaration by Association shall be in a first class manner and in keeping with the general aesthetic standards created or to be created in the improvements in the Southwest Quadrant. In the event that Association shall fail to fully and timely comply with the obligations assumed under this Paragraph 17, Developer shall have the following rights and remedies: (i) to perform such construction, improvement, repair and maintenance itself, in which event the cost thereof shall be immediately due and payable by Association to Developer, together with interest from the date of the expenditure by Developer at the highest contract rate permitted by Florida law, (ii) to apply to the appropriate court to seek to have specific performance under this Declaration; (iii) such other right or remedy which Developer may have under law; and (iv) all or any combination of the foregoing rights and remedies. In any of such events, Developer shall be entitled to receive from

Association all reasonable attorneys' fees and costs incurred by Developer.

18. Restricted Use. The use of any easement created hereunder by Association, Condominium Associations or Unit Owners shall be subject to any and all rules and regulations of Association and to the terms and provisions of this Declaration as amended from time to time, or any exhibit hereto. The restrictions set forth in the preceding sentence shall not affect Developer in any manner whatsoever, except as Developer shall specifically permit in writing.

19. Underground Lines. All utility, community and drainage lines, and where possible all plumbing and lift stations and other facilities incident thereto, contemplated by this Declaration shall be installed underground, unless the prior written consent of Developer is first obtained.

20. Relocation of Easements. Developer was agreeable to granting the easements set forth in this Declaration, provided that, among other things, any such easement could be relocated at Developer's option on any other portion of lands in the Southwest Quadrant owned by it. Accordingly, the parties agree that Developer shall have the absolute and unfettered discretion to relocate any such easement, or any portion thereof, provided that the following conditions first occur:

(a) The alternative area subject to the applicable easement shall be across lands in the Southwest Quadrant then owned by Developer;

(b) The easement or portion thereof to be relocated is located on lands then owned by Developer;

(c) In the event that the initial easement area has been improved, Developer shall restore the initial easement area to its natural state at its sole cost and expense;

(d) In the event that the initial easement area has been improved, Developer shall construct on the relocated easement area improvements to the same state and condition as existed in the initial easement area;

(e) The relocation of the easement will not unreasonably prevent the use of the easement, as relocated, for which it was initially created;

(f) The benefit and use of the easement, as relocated, for which it was initially created will not change;

(g) Developer shall obtain the prior written consent of the City as to any easement created under this Declaration which is in favor of the City; and

(h) Developer shall execute an appropriate instrument in recordable form, wherein Developer agrees and specifies that the applicable easement set forth in this Declaration is relocated from the area described in this Declaration to an area legally described in such instrument, and such instrument shall be recorded by Developer in the public records of Pinellas County, Florida.

There shall be no legal necessity or requirement for Association, the Condominium Associations or the Unit Owners, or their respective lessees, tenants, patrons, guests and invitees to execute or approve the legal format of the instrument referred to in subparagraph (h) next above. Rather, the execution of such instrument solely by Developer shall be conclusively and irrebuttably sufficient to cause the applicable easement to be relocated from the area set forth in this Declaration to the relocated area described in such instrument, and so that the area for the easement set forth in this Declaration will no longer be affected in any manner whatsoever by such easement

so relocated. The recordation of such instrument in the public records of Pinellas County, Florida, shall constitute constructive notice and knowledge to all third parties to the effect that all of the above conditions have been complied with and that such easement has been relocated as aforesaid. At the option of Developer, it may relocate any such easement as often as it so decides, provided that the conditions set forth in this Paragraph are complied with in each instance that the easement is relocated. This Declaration, to the extent it relocates any easements created by the Master Easement Agreement or Prior Declaration, satisfies the conditions of this Paragraph 20.

21. Obstruction of Easement. In no event shall the persons or entities in whose favor easements are created under this Declaration permit parking in or other obstruction of any such easement (as initially created herein or hereafter relocated), except as to Developer as otherwise provided in this Declaration, or use such easements for other than the stated purposes set forth herein.

22. Security Services. Association, the Condominium Associations and Developer shall have the right of constructing, improving, repairing and maintaining guard houses at the entranceways of either the Boulevard, the Circle and/or the Circle Spur so as to ensure limited access to the Association Area or Waterfront Property solely by the persons or entities permitted under this Declaration. Association, the Condominium Associations and Developer shall likewise have the authority to hire security personnel or contract with a security firm to provide security services throughout the Association Area, and in that regard Association, the Condominium Associations and Developer and such security firm or personnel shall have the right of access throughout the Condominiums formed (except Units) and the Association Area described herein to provide such security services.

23. Additional Easements. The easements created by this Declaration are intended, for most purposes, to service the Waterfront Property and the Condominiums to be formed within the Waterfront Property. Inasmuch as Condominiums may be formed in the Property Adjacent to the Golf Course by Developer, there may be the necessity for Developer to create additional easements in the Southwest Quadrant from time to time in the future. In the event Developer does create additional easements in the Southwest Quadrant in the future in favor of any of the entities set forth herein for purposes of servicing all or any part of the Association Area, then it shall be conclusively presumed by virtue of Association executing this Declaration that Association has assumed all of the obligations and duties to be set forth in such easement which are designated in the easement to be performed by Association.

24. Indemnity. Association hereby agrees to indemnify and hold Developer harmless from any and all loss, damage, cost, claims, suits, liability or expenses, including reasonable attorneys' fees, by virtue of any of the following:

(a) Any default or breach by Association of any of its obligations or responsibilities under this Declaration; or

(b) Any injury or death of persons or damage to property caused by or arising out of any act or omission of Association or the Condominium Associations or Unit Owners or their respective lessees, tenants, patrons, guests or invitees on or in any easement created hereunder or any relocated easement area provided hereunder.

25. Notices. Any notice required under this Declaration shall be in writing and shall be either hand delivered or transmitted by certified or registered mail, postage prepaid with return receipt requested, and with such writing to be addressed to the parties as follows:

DEVELOPER: Isla Del Sol, Inc.
275 Fontainebleau Blvd.
Miami, Florida 33172

WITH COPY TO: Patricia Kimball Fletcher, Esq.
Shapo, Freedman & Fletcher, P.A.
4750 First Union Financial Center
200 South Biscayne Boulevard
Miami, Florida 33131

ASSOCIATION: Bahia del Mar Homeowners' Association, Inc.
c/o Community Management Concepts, Inc.
6025 Sun Boulevard
St. Petersburg, Florida 33715

The above addresses may be changed by the applicable party to this Declaration as to such party by providing the other party with notice of any such address change in the same manner provided above. Likewise, new parties may be added to the list contained herein by providing the other party with notice of any such new addressee in the manner provided above. In the event that written notice, demand or request is made as provided in this Paragraph 25, then in the event that such notice is returned to the sender by the U.S. Postal System because of insufficient address, or the party moved or otherwise, such writing shall be deemed to have been received by the party to whom it was addressed on the date that such was initially placed in the U.S. Postal System by the sender.

26. Overall and Waterfront Property Assessments. Based on the division of benefits and rights from the easements set forth in this Declaration, the responsibility for payment of Assessments for construction, installation, improvement, maintenance and repair of the various easement areas shall only be as to the easements under which the various Condominium Associations and Unit Owners have benefits and rights. This means that all Unit Owners shall be responsible for payment of Assessments incident to the Boulevard, Seawall, Piers, Beach Area, Drainage Facilities and Beach Access Easement (the "Overall Common Maintenance Area"), as well as the general and administrative costs of Association. The Waterfront Property Unit Owners shall additionally be responsible for payment of Assessments incident to the Circle, the Circle Spur and Bahia Lake (the "Waterfront Property Common Maintenance Area." The Golf Course Unit Owners are not responsible for the payment of any additional Assessments incident to the Property Adjacent to the Golf Course.

27. Requirement to Pay Assessments. The right of the various Condominium Associations and Unit Owners to use the various easements created by this Declaration or to be created by the Additional Easements shall be subject to the right of Association, as specified herein, to charge and collect from the applicable Unit Owners the cost of construction, installation, improvement, maintenance and repair of the easement areas from which they derive benefit as set forth herein, as well as compliance by the applicable Unit Owners with the rules and regulations adopted by Association as set forth herein. In the event additional easements are created by Developer by execution and recording of the Additional Easements, the right of use shall be subject to the same requirements set forth above, and the Unit Owners in whose favor the easements are created shall pay for any and all Assessments of Association incident thereto.

28. Association.

(a) The Association is a Florida corporation not for profit which was organized for the purpose of, among other things, providing an entity responsible:

(i) To assist the Condominium Associations to promote the health, safety and general welfare of residents and Unit Owners; and

(ii) To construct, install, improve, maintain and repair the Common Areas as may now or hereafter be created by this Declaration.

(iii) To adopt such guidelines and rules as it deems necessary to control the overall appearance of the Association Area.

(b) Each Unit Owner shall become a member of Association pursuant to the Bylaws. No person or entity other than a Unit Owner may be a member of Association, and membership may be transferred only as an incident to the transfer of the transferor's unit.

(c) The Owner or all Owners collectively, if there is more than one Owner, of each Unit shall be entitled to one (1) vote on each matter brought before the membership of Association, which vote shall be cast by the voting representative pursuant to the Bylaws; provided, however, Developer shall have those voting rights set forth in the Bylaws.

29. Rights and Obligations of Association and IDSO. This Paragraph 29 is not intended to limit, enlarge or otherwise affect the rights and obligations created by the Fifth Declaration Amendment.

(a) Association shall be responsible for the exclusive management and control of the following areas:

(i) The Overall Common Maintenance Area; and

(ii) The Waterfront Property Common Maintenance Area;

(b) IDSO Country Club, Inc., a Florida corporation, its successors and assigns shall be the entity responsible for the management and control of the Road Right-of-Way Parcel. Such management and control shall be subject to the following conditions and obligations:

(i) The management and control of the Road Right-of-Way Parcel, together with the road median strip, including the obligations to maintain the plantings and landscaping, shall be in compliance with the recommendations, from time to time, of the Department so as to produce both safety and plant care, and shall include, without limitation, the following obligations:

(1) To water and fertilize properly all plants, which shall include those living things scientifically classified as such, including but not limited to trees, grass, or shrubs;

(2) To keep all plants as free as practical from disease and harmful insects;

(3) To mulch properly the plant beds;

(4) To keep the premises free of weeds;

(5) To mow and/or cut the grass to a proper length;

(6) To prune properly all plants, which includes removing dead or diseased parts of plants and also pruning such parts which present a visual hazard for those using the roadway;

(7) To remove or replace dead or diseased plants in their entirety, and to remove or replace plants that fall below original project standards;

(8) To replace all plants removed for whatever reasons with plants of the same grade as specified in the original plans and specifications and of a size comparable to those existing at the time of replacement, unless written approval is obtained from the Department's Director of Road Operations for the use of alternate material or deletions; and

(9) To keep litter removed from the median strip or landscaped areas within said project.

(ii) If at any time it shall come to the attention of the Department's Director of Road Operations that the Road Right-of-Way Parcel or a part thereof is not being properly maintained pursuant to the above terms, said Director of Road Operations may at his option issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter in care of IDSO Country Club, Inc. IDSO Country Club, Inc. shall have a period of thirty (30) days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period the Department may, at its option, proceed as follows:

(1) maintain the median strip for the entire length within the limits of said right-of-way with Department or contractors' personnel and charge IDSO Country Club, Inc. for the reasonable value of said work;

(2) remove, by Department or contractors' personnel, all of the landscaping except as to grass, and plant the entire median strip in grass and charge IDSO Country Club, Inc. the reasonable value for such work.

(iii) It is understood by the Unit Owners that the landscaping in the described Road Right-of-Way Parcel and median strips may be removed, relocated or adjusted at any time in the future as found necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with future criteria or planning of the Department.

(iv) IDSO Country Club, Inc. hereby agrees to indemnify, defend, save and hold harmless the Department from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of, or due to the breach of its obligations herein, its subcontractors, agents or employees, or due to any act or occurrence of omission or commission of IDSO Country Club, Inc., its subcontractors, agents or employees. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the Department for its own negligence or breach of contract. The Department's Director of Road Operations shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of maintenance obligations, the prosecution or fulfillment of the services hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive.

(c) Association shall construct, install, improve, maintain and repair the Common Areas, so that each area is kept in a good, clean, attractive and sanitary condition.

(d) Association shall improve, repair and maintain the easement areas created by this Declaration as follows:

(i) Boulevard. Association shall construct, improve, repair and maintain the Boulevard, utility, communication and drainage lines and other facilities incident thereto in the Boulevard and provide security services within the Association Area.

(ii) Circle and Circle Spur. Association shall construct, improve, repair and maintain the Circle and Circle Spur, utility, communication and drainage lines and other facilities incident thereto in the Circle and Circle Spur, and to provide security services within the Association Area.

(iii) Bahia Lake. Association shall construct, improve, repair and maintain the Bahia Lake.

(iv) Drainage Facilities. Association shall construct, improve, repair and maintain drainage lines and other facilities incident thereto within the Drainage Facilities.

(v) Beach Area and Seawall. Association shall improve, repair and maintain the Seawall and Beach Area.

(vi) Beach Access Easement Area. Association shall construct, improve, repair and maintain the Beach Access Easement. At all times Association shall maintain a 6-foot wide concrete walkway on the easterly six feet of the Beach Access Easement Area appropriate landscaping in the westerly four feet of the Property so that the appearance of the Beach Access Easement is consistent with that of other property and facilities in the Association Area and repair and replace all improvements within the Beach Access Easement Area in a first class condition. Association's obligations hereunder shall be covenants running with the land and benefit all of the Condominium Associations responsible for maintaining Condominiums located within the Association Area. Association shall at all times be solely responsible for the safety of the Beach Access Easement Area and for obtaining liability insurance in amounts appropriate considering the use and location of the Beach Access Easement Area. This subparagraph is not intended to limit, enlarge or otherwise affect the rights and obligations created by the Fourth Declaration Amendment.

(e) Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as Association shall determine to be necessary or desirable for the proper operation of the Common Areas. Association and its officers shall, however, retain at all times the powers and duties granted by this Declaration, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of Association.

(f) Association may acquire and hold tangible and intangible personal property in the performance of its duties required hereunder and may dispose of the same by sale or otherwise, subject to such restrictions as may from time to time be provided by the Bylaws.

(g) Association from time to time may adopt, alter, amend and rescind reasonable rules and regulations governing the use of the Association Area.

(h) Association shall insure and keep insured the Association Area against fire and/or other casualty and itself against public liability in the manner set forth in the Bylaws. Association shall purchase such other insurance as the Board of Directors may deem advisable.

(i) Association has the power to enter into agreements to purchase land or to acquire leaseholds, memberships and other

possessory or use interests in lands or facilities such as country clubs, golf courses, marinas and other recreational facilities. Association has this power whether or not such lands or facilities are contiguous to the Association Area, if they are intended to provide enjoyment, recreation or other use or benefit to the Unit Owners; provided, however, it may not acquire or enter into agreements acquiring these leaseholds, membership, or other possessory or use interests except as authorized by a majority of all voting representatives, and may not purchase any land except as authorized by two-thirds (2/3) of all voting representatives. The purchase price, rental, membership fees, operations, replacements and other expenses are Common Expenses. Covenants and restrictions concerning their use may be imposed in the same manner as covenants and restrictions on the Common Areas.

(j) Association may exercise all other rights or privileges given to it expressly by this Declaration, its Articles, or Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate the exercise of any right or privilege granted herein.

30. Shares of Common Expenses.

(a) Each Unit Owner shall be liable to Association for a share of the Common Expenses attributable to the general and administrative expenses of Association and attributable to the Overall Common Maintenance Area, equal to one (1) divided by the total Units. Accordingly, the fractional share attributable to each Unit will change each time a Unit is created. Submission to the condominium form of ownership as set forth above shall mean the recording of a Declaration of Condominium with required Exhibits in the Public Records of Pinellas County, Florida, evidencing substantial completion of said condominium Units.

(b) In addition to the share of the Common Expenses set forth above, each Waterfront Property Unit Owner shall be liable to the Association for a share of the Common Expenses attributable to maintenance of the Waterfront Property Common Maintenance Area equal to one (1) divided by the total Units in Waterfront Property. Accordingly, the fractional share attributable to each Unit in the Waterfront Property will change only each time a Unit is created. Submission to condominium form of ownership as set forth above shall mean the recording of a Declaration of Condominium with required Exhibits in the Public Records of Pinellas County, Florida, evidencing substantial completion of said Condominium Units.

(c) IDSO Country Club,Inc. shall have the same right to levy assessments against the Unit Owners and to file liens in connection with nonpayment of the same as Association with respect to the maintenance and other obligations of IDSO Country Club,Inc. hereunder. This subparagraph (c) is not intended to limit, enlarge or otherwise affect the rights and obligations created by the Fifth Declaration Amendment.

31. Budget and Assessments.

(a) Each year, before the end of the accounting year, the Board shall approve an annual budget establishing the projected Common Expenses for the succeeding year in accordance with the provisions of the Bylaws. Said budget shall be divided into two (2) sections, Overall Assessments and Waterfront Property Assessments. The Overall Common Maintenance Area section shall include the general and administrative costs of Association.

(b) A fraction of the share of the Common Expenses shall be apportioned to each Unit Owner by Assessment in accordance with this Declaration and the Bylaws. The total number of Units used in determining the denominator of said fraction shall be the number of Units submitted to condominium form of ownership thirty (30) days

prior to the end of the accounting year of Association. Assessments shall be made against Unit Owners not less frequently than quarterly.

(c) In addition to the Assessments authorized above, Association may levy special Assessments in the same proportion to the fractions set forth in the preceding Paragraph 30 for the purpose of defraying, in whole or in part, the cost of the purchase of real or personal property, the construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, or the expense of any other contingencies, provided that any such Assessments shall require the approval of two-thirds (2/3) of the votes entitled to be cast at a membership meeting called for such purpose. Additionally, special assessments may be levied against a Unit in accordance with Paragraph 33 which deals with the enforcement of the terms of this Declaration.

(d) Unless Association elects to collect its Assessments directly from the Unit Owners, such Assessments shall be added to the assessments of the respective Condominium Association and both assessments shall be made against the Unit Owners as a single sum.

(e) Association shall have the responsibility of assessing, but the officers and directors of Association shall not be personally liable for failure to so assess, a Unit Owner for the costs of maintenance, repairs or replacements caused by negligence or misuse of the Common Areas by a Unit Owner or occupant, his employees, lessees, family, servants, guests or invitees; or caused by violation of this Declaration which requires correction or increases the costs of maintenance or repair, or increases the cost of insurance, if any, for said Common Areas.

32. Liabilities, Lien and Priority, Interest, and Collections Relating to the Assessments of Association.

(a) The liability of a Unit Owner for Common Expenses shall be limited to the amount for which he is assessed from time to time in accordance with this Declaration of Covenants and Bylaws.

(b) A Unit Owner, regardless of how title is acquired, including without limitation a purchaser at a judicial sale, shall be liable for all Assessments coming due while he is the Unit Owner. In a voluntary conveyance the grantee shall be jointly and severally liable with the grantor for all such unpaid Assessments against the grantor up to the time of such voluntary conveyance, without prejudice to any rights the grantee may have to recover from the grantor the amounts paid by the grantee therefor.

(c) The liability for said Assessments may not be avoided by waiver of the use or enjoyment of any Common Areas, services or recreation facilities or by abandonment of the Unit for which the assessment was made.

(d) All such Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the maximum contract rate of interest permitted by Florida law. In addition, for any Assessments and installments not paid on or before ten (10) days from the date when due, Association shall have the right and power to levy late charges against the Unit Owner, in such amounts as determined by said Association from time to time. Association may waive payment of interest or late charges or both on determination that said waiver is in its best interest.

(e) In the event a Unit Owner shall fail to pay his Assessment for Common Expenses as required by this Declaration within ten (10) days from the date when due, the Condominium Association to which the non-paying Unit Owner belongs may pay said Unit Owner's Assessment to Association and shall then have a lien against the Unit of the non-paying Unit Owner to secure the amount paid on his behalf.

(f) Association shall have a lien on each Unit for any unpaid Assessments, with interest and late charges thereon, until paid. Association shall have the right to accelerate any unpaid balance of the Assessment, which amount may also be secured by said lien. Such liens shall be effective from and after the time of recording in the Public Records of Pinellas County, Florida a claim of lien stating the description of the Unit, the name of the record Owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer or agent of Association and shall then be entitled to be recorded. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to any lien recorded prior to the time of recording of the claim of lien, including the lien of a Mortgagee. Association may bring an action in its name to foreclose such lien, and may also bring an action to recover a money judgment for the unpaid assessments, with interest and late charges thereon, without waiving any claim of lien. Under either action, the losing defendant shall pay the costs of recording the claim of lien and all court costs, including, but not limited to, filing and service of process fees, and reasonable attorneys' fees and paraprofessional fees incurred by Association incident to the collection of such Assessment or enforcement of such lien, including same if an appeal. As used herein, reasonable attorneys' fees shall be deemed to mean such reasonable sums as a court might award at the trial and/or appellate level, but in either event not less than Seventy-Five Dollars ($75.00) if any action is actually filed on behalf of Association.

(g) Liens for such Assessments may be foreclosed by suit brought in the name of Association in a manner a mortgage on real property is foreclosed, as more fully set forth in Section 718.116 of the Florida Statutes. The lien of the Condominium Association to secure assessments and any lien enforceable by Association hereunder shall be of equal dignity, without regard to the date of filing in the Public Record of Pinellas County, Florida.

(h) Association may bid on the Unit at any sale, applying as a cash credit against its bid all sums due said entity covered by the lien being enforced, and to acquire and hold, lease, mortgage and convey the same. If Association becomes the owner of a Unit by reason of foreclosure, it shall offer said Unit for sale and at such time as a sale is consummated, it shall deduct from such proceeds any and all expenses incurred in the re-sale of the Unit, which shall include, but not be limited to advertising expenses, real estate brokerage fees and expenses incurred in the re-sale of the Unit, which shall include, but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the Unit in question. All moneys remaining after deducting the foregoing items of expense shall be returned to the former Owner of the Unit in question. If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, the Unit Owner shall pay a reasonable rental for the Unit, and Association shall be entitled to the appointment of a receiver to collect the rent.

(i) Where a Mortgagee of a first mortgage of record, or other purchaser, of a Unit obtains title to the Condominium Unit as a result of foreclosure of the first mortgage, or where a Mortgagee of record accepts a deed to said Unit in lieu of foreclosure, such acquirer of title and its successors and assigns shall not be liable for the share of Common Expenses or Assessment by Association pertaining to such Unit or chargeable to the former Unit Owner which became due prior to acquisition of title as a result of the foreclosure, or 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. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquirer, its successor and assigns. A first Mortgagee acquiring title to a Condominium Unit as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such Unit, whether or not such Unit is unoccupied, be

excused from the payment of some or all of such Assessments coming due during the period of such ownership.

(j) Any person who acquires an interest in a Condominium Unit, excepting as described in the subparagraph above, shall not be entitled to occupancy of the Unit or enjoyment of the common elements or Common Areas until such time as all unpaid Assessments due and owing by the former Owner have been paid.

(k) Any Unit Owner shall have the right to require from Association a certificate showing the amount of unpaid Assessments against him with respect to his Condominium Unit. The holder of a mortgage or other lien shall have the same right as to any Condominium Unit upon which it has a lien. Any person, other than the Owner, who relies upon such certificate shall be protected thereby.

(l) Association, acting through its Board, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to Developer or to any Unit Owner or group of Unit Owners, or to any third party.

(m) Nothing herein shall abridge or limit the rights or responsibilities of Mortgagees of a Unit. A first Mortgagee, upon request, will be entitled to written notification from Association of any default in the performance by the individual Unit Owner/ borrower of any obligation under this Declaration, the Articles or the Bylaws which is not cured within sixty (60) days.

(n) Except as set forth in the subparagraph above, no Unit Owner may be excused from the payment of his proportionate share of the Common Expense unless all Unit Owners are likewise proportionately excused from such payment.

(o) By acceptance of a deed thereto, each Unit Owner shall be deemed to acknowledge conclusively that the obligations evidenced by the Assessments provided for in this Declaration are superior in dignity to any homestead rights which said Unit Owner may now or in the future claim with regard to the Unit.

33. Enforcement.

(a) In addition to the enforcement remedies available to Association in elsewhere in this Declaration for the nonpayment of Assessments and the hearing procedures provided in the Bylaws, Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, rules and regulations now in effect or promulgated in the future by Association, and liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration or the Bylaws. The losing defendant shall pay all costs and expenses incurred, including but not limited to, filing and service of process fees, and reasonable attorneys' fees and paraprofessional fees incurred by Association incident to the proceeding, including same on appeal.

(b) In the event Association enforces the provisions hereof against any Unit Owners, the fines, costs and expenses of such enforcement shall be assessed against the Owner's Unit as special assessment collectible in the same manner as any other Assessment of Association. Failure by Association to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so at any time.

34. Limitation of Liability.

(a) The liability of the Owner of a Unit for Common Expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration, and the Bylaws of Association.

(b) A Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree as the owner of a house would be liable for an accident

occurring within his house. The Owner of a Unit may be personally liable for the acts or omissions of Association in relation to the use of the Common Areas, but only to the extent of his pro rata share of that liability in the same fraction as his share in the Common Expenses, and in no case shall that liability exceed the value of his Unit.

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

(d) 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, his lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by Association.

35. Amendment.

(a) Developer reserves the right to amend, modify or rescind such parts of this Declaration as it, in its sole discretion, deems necessary and appropriate so long as:

(i) Developer is correcting a scrivener's or surveyor's error; and

(ii) Such amendment or modification does not substantially change the character, nature or general scheme of the development in the Association Area.

(b) The Board and the members of Association may modify or amend this Declaration if notice of the proposed change is given in the notice of the meetings at which such action will be considered. An amendment may be proposed either by the Board or by not less than ten percent (10%) of the voting representatives. Unless otherwise provided, the resolution adopting a proposed amendment must bear the approval of not less than two-thirds (2/3) of the Board and two-thirds (2/3) of the voting representatives who cast their vote, or not less than seventy percent (70%) of the voting representatives who cast their vote. Directors and members not present at the meetings considering the amendment may express their approval, in writing, given before such meeting to an officer of Association.

(c) Alternatively, unless otherwise provided, the Declaration may be modified or amended without meeting, without prior notice and without a vote, if a consent in writing, setting forth the modification or amendment shall be signed by fifty percent (50%) of all voting representatives of Association.

(d) An amendment shall be evidenced by a certificate certifying that the amendment was duly adopted and including the recording data identifying is Declaration which certificate shall be executed by the proper officers of Association in the same formality required for the execution of a deed. The amendment shall be effective when properly recorded in the Public Records of Pinellas County, Florida.

(e) Notwithstanding anything contained herein to the contrary, provisions in this Declaration benefitting Mortgagees may not be amended, altered or rescinded unless all Mortgagees holding a Mortgage on any Unit in the Association Area join in and consent to said amendment. In addition, no amendment may discriminate against or impair the collateral position of any Mortgagee holding a Mortgage on any Unit in the Association Area.

36. Termination.

(a) Except as otherwise provided herein, this Declaration may only be terminated upon the written consent duly recorded of ninety percent (90%) of all of the voting representatives and two-

thirds (2/3) of the first Mortgagees of any of the Condominium Units (based upon one vote for each first Mortgage owned) of each Condominium.

(b) Alternatively, at such time as every Condominium in the Association Area is removed from the provisions of the Condominium Act, for whatever reason, this Declaration shall be terminated.

(c) Termination shall not be valid or binding unless adequate, secure and substantial alternatives are adopted by the terminating parties to insure that said maintenance obligations hereunder will continue to be accomplished and paid for.

37. Constructions. Wherever the context so permits, the use of the singular shall include the plural, and the plural shall include the singular, and use of any gender shall be deemed to include all genders.

38. Conflicts.

(a) In the event of any conflict between this Declaration and the Additional Easements, as applicable, regarding the parties in whose favor the easements accrue, this Declaration shall prevail and control.

(b) The provisions of this Declaration are to be amplified by the Articles and the Bylaws, provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Unit Owners set forth herein. In the event of any conflict between this Declaration and the Articles or the Bylaws, this Declaration shall control.

39. Exhibits. All exhibits referred to herein shall be attached hereto and by said reference be incorporated herein and made a part hereof.

40. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

41. Binding Effect. This Declaration and all Exhibits hereto shall be binding upon and inure to the benefit of Developer, Association, the Condominium Associations and each Unit Owner, their heirs, personal representatives, successors, assigns and grantees and any and all persons claiming by, through or under any of said parties. Association is a party to this Declaration of Covenants so as to assume the obligations and responsibilities set forth herein.

IN WITNESS WHEREOF, ISLA DEL SOL, INC., a Florida corporation and BAHIA DEL MAR HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation have hereunto set their corporate hands and seals on the day and year first above written.

WITNESSES:

Print name: _____

Print name: _____

ISLA DEL SOL, INC., a Florida corporation

By: _____
J.D. LUZURIAGA, Vice President

BAHIA DEL MAR HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation

Print name: C. L. KAHLER

Print name: J C PEREZ

By: _____
J.D. LUZURIAGA, President

STATE OF ~~FLORIDA~~ Georgia)
COUNTY OF ~~PINELLAS~~ Fulton) SS.:

The foregoing instrument was acknowledged before me this 29th day of April, 1993 by J.D. LUZURIAGA as Vice President of ISLA DEL SOL, INC., a Florida corporation, who is personally known to me and who did take oath, on behalf of the corporation.

Carolyn Coll Nugent
NOTARY PUBLIC, State of ~~Florida~~ at Large GEORGIA
Print name: CAROLYN COLL NUGENT

My commission expires:
Notary Public, Fulton County, Georgia
My Commission Expires Jan. 15, 1995

STATE OF ~~FLORIDA~~ Georgia)
COUNTY OF ~~PINELLAS~~ Fulton) SS.:

The foregoing instrument was acknowledged before me this 29th day of April, 1993 by J.D. LUZURIAGA as President of BAHIA DEL MAR HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me and who did take oath, on behalf of the corporation.

Carolyn Coll Nugent
NOTARY PUBLIC, State of ~~Florida~~ at Large GEORGIA
Print name: CAROLYN COLL NUGENT

My commission expires:
Notary Public, Fulton County, Georgia
My Commission Expires Jan. 15, 1995

THIS INSTRUMENT PREPARED BY:

PATRICIA KIMBALL FLETCHER, ESQ.
SHAPO, FREEDMAN & FLETCHER, P.A.
200 South Biscayne Boulevard
4750 First Union Financial Center
Miami, Florida 33131

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PINELLAS COUNTY FLA.
OFF.REC.BK 8270 PG 1357

EXHIBIT A

LEGAL DESCRIPTION FOR THE SOUTHWEST QUADRANT

299 Ninth Street North
St. Petersburg, Florida 33731-0683
(813) 822-4317 FAX (813) 822-2919

PINELLAS COUNTY FLA.
OFF.REC.BK 8270 PG 1358

George F. Young, Inc.
A Subsidiary of George F. Young of Florida, Inc.
Since 1919
ARCHITECTURE ■ ENGINEERING ■ PLANNING ■ SURVEYING ■ ENVIRONMENTAL

EXHIBIT A

Legal Description of Southwest Quadrant Bayway Isle - West Island

Lots 1 and 2, Block 3, BAYWAY ISLE - WEST ISLAND, as recorded in Plat Book 67, Pages 41, 42 and 43, Public Records of Pinellas County Florida and being more particularly described as follows:

Beginning at the Southeast corner of said Lot 2, Block 3, said point also being on the Westerly right of way line of North/South Bayway (State Road #693); thence along the said Westerly right of way line by the following four (4) courses:

1. N.08°07'07"W., 916.05 feet;
2. N.10°52'00"W., 250.29 feet;
3. N.08°07'07"W., 250.00 feet to a point of curve;
4. 1032.76 feet along the arc of a curve to the left having a radius of 644.00 feet and chord of N.54°03'36"W., 925.58 feet to a point of tangency;

said point also being on the Southerly right of way line of East/West Bayway (State Road #682); thence along said Southerly right of way line by the following two (2) courses;

1. S.82°44'48"W., 250.29 feet;
2. S.79°59'55"W., 1474.27 feet to the Northwest corner of aforesaid Lot 2;

thence along the bounds of aforesaid Lot 2 by the following three (3) courses:

1. South, 2032.76 feet;
2. S.14°45'00"E., 313.05 feet;
3. N.75°15'00"E., 2669.69 feet to the POINT OF BEGINNING

Containing 126.686 acres more or less.

SUBJECT TO: Easements and restrictions of record.

PREPARED FOR:	SHAPO, FREEDMAN AND FLETCHER, P.A.
PREPARED BY:	GEORGE F. YOUNG, INC.
DATE:	MAY 5, 1992
ORDER NO.:	91-13-1028-00

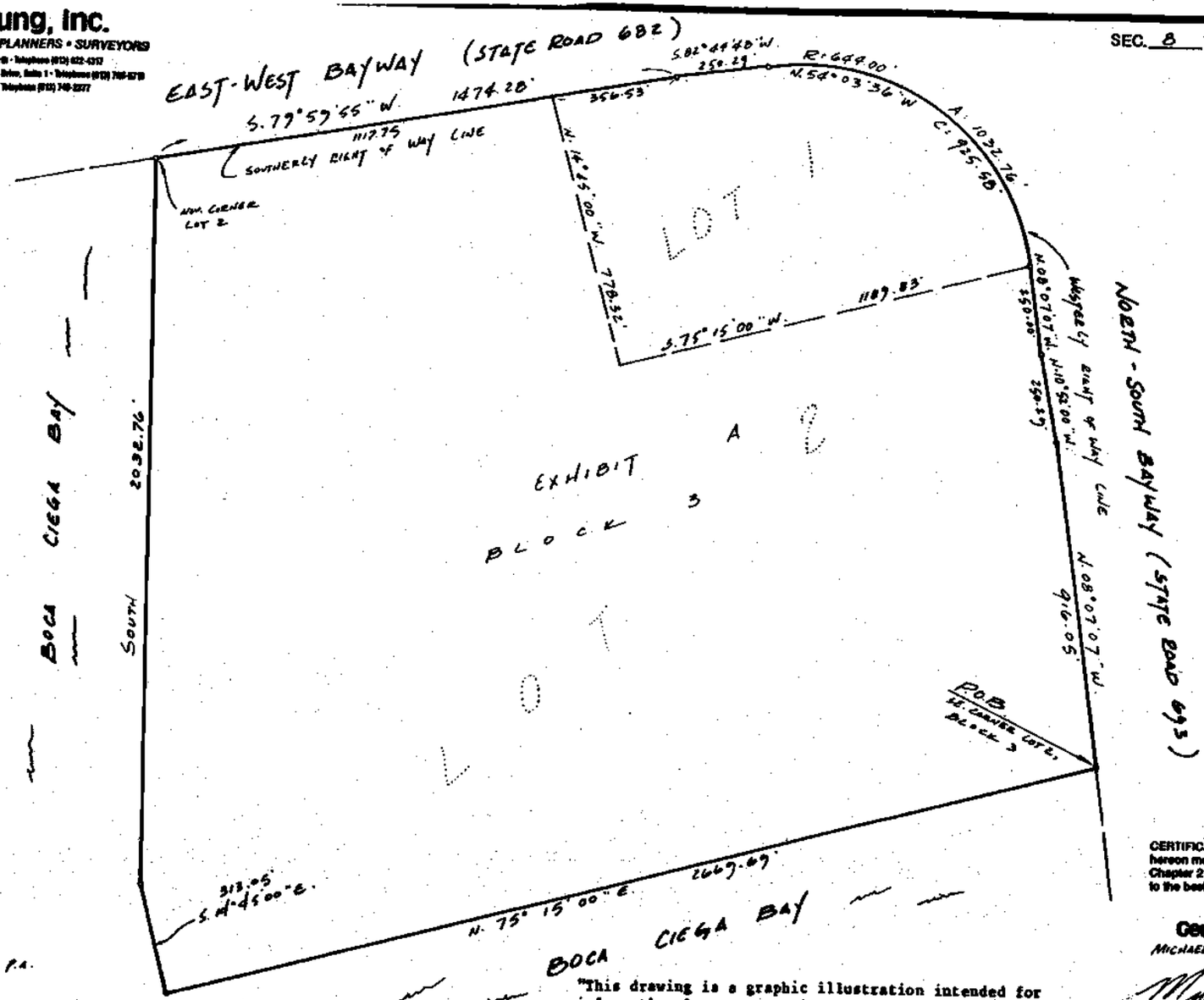
I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH HEREON MEET THE MINIMUM REQUIREMENTS OF CHAPTER 21HH-6, FLORIDA ADMINISTRATIVE CODE. NOT VALID UNLESS SIGNED AND EMBOSSED WITH SEAL.

Michael Lee Harbert, PLS
Florida Surveyor's Reg'n. No. 4995

(See Sheet 2 of 2 for Sketch)

George F. Young, Inc.
ARCHITECTS • ENGINEERS • PLANNERS • SURVEYORS
[illegible]

SEC. 8 TWP. 32 S., R. 16 E.



BEARINGS ARE BASED ON THE SOUTH LINE OF LOT 2 BEING N.75°15'00"E. PER RECORD PLAT

SCALE 1" = 300'

PINELLAS COUNTY FLA.
OFF.REC.BK 8270 PG 1359

LEGEND
P.O.B. = POINT OF BEGINNING
R. : RADIUS
A. : ARC
C. : CHORD

REVISED 3/2/93.

SHEET 2 OF 2

SKETCH FOR: SHAPO, FREEDMAN & FLETCHER, P.A.
NAME
ORDER NO. 91-13-1028-00
DATE 5/6/92

"This drawing is a graphic illustration intended for informational purposes only, and does not represent a field survey."

This sketch is made for the exclusive use of the current owners of the property and also those who purchase, mortgage or guarantee the title thereto within one (1) year from date hereof.

CERTIFICATE: The sketch represented hereon meets the minimum requirements of Chapter 21 HH-6 Florida Administrative Code to the best of my knowledge and belief.

George F. Young, Inc.
MICHAEL LEE HARBERT, P.C.S.
Florida Surveyor's Reg'n. No. 4995
SKETCH NOT VALID UNLESS SIGNED AND EMBOSSED WITH SEAL

EXHIBIT B

LEGAL DESCRIPTIONS OF CONDOMINIUMS WITHIN THE SOUTHWEST QUADRANT

(a) Bahia Del Mar I

The Declaration of Condominium for Bahia Del Mar I, a Condominium was recorded in Official Records Book 5216 at Page 1173 of the Public Records of Pinellas County, Florida. Subsequently, a First Amendment was recorded in Official Records Book 5234 at Page 351 of the Public Records of Pinellas County, Florida; Second Amendment was recorded in Official Records Book 5249 at Page 1447 of the Public Records of Pinellas County, Florida; and Third Amendment was recorded in Official Records Book 5345 at Page 386 of the Public Records of Pinellas County, Florida, as amended.

(b) Bahia Del Mar II

The Declaration of Condominium for Bahia Del Mar II, a Condominium was recorded in Official Records Book 5262 at Page 2012 of the Public Records of Pinellas County, Florida. Subsequently, a First Amendment was recorded in Official Records Book 5322 at Page 1437 of the Public Records of Pinellas County, Florida; and Second Amendment was recorded in Official Records Book 5397 at Page 404 of the Public Records of Pinellas County, Florida, as amended.

(c) Bahia Shores

The Declaration of Condominium for Bahia Shores, a Condominium was recorded in Official Records Book 5801 at Page 99 of the Public Records of Pinellas County, Florida. Subsequently, a First Amendment was recorded in Official Records Book 5895 at Page 607 of the Public Records of Pinellas County, Florida; Second Amendment was recorded in Official Records Book 5945 at Page 302 of the Public Records of Pinellas County, Florida; Third Amendment was recorded in Official Records Book 6053 at Page 1681 of the Public Records of Pinellas County, Florida; and Fourth Amendment was recorded in Official Records Book 6430 at Page 1889 of the Public Records of Pinellas County, Florida, as amended

(d) Bahia Del Mar IV

The Declaration of Condominium for Bahia Del Mar IV, a Condominium was recorded in Official Records Book 5460 at Page 417 of the Public Records of Pinellas County, Florida, as amended.

(e) Vista Verde, Unit I

The Declaration of Condominium for Vista Verde, Unit I, a Condominium was recorded in Official Records Book 6668 at Page 1710 of the Public Records of Pinellas County, Florida. Subsequently, a First Amendment was recorded in Official Records Book 6693 at Page 2199 of the Public Records of Pinellas County, Florida; Second Amendment was recorded in Official Records Book 6702 at Page 354 of the Public Records of Pinellas County, Florida; and Third Amendment was recorded in Official Records Book 6725 at Page 1564 of the Public Records of Pinellas County, Florida, as amended.

(f) Vista Verde, Unit II

The Declaration of Condominium for Vista Verde, Unit II, a Condominium was recorded in Official Records Book 6750 at Page 1448 of the Public Records of Pinellas County, Florida. Subsequently, a First Amendment was recorded in Official Records Book 6766 at Page 2289 of the Public Records of Pinellas County, Florida; Second Amendment was recorded in Official Records Book 6778 at Page 2099 of the Public Records of Pinellas County, Florida; and Third Amendment was recorded in Official Records Book 6794 at Page 1673 of the Public Records of Pinellas County, Florida, as amended.

(g) Vista Verde West, Unit I

The Declaration of Condominium for Vista Verde West, Unit I, a Condominium was recorded in Official Records Book 6896 at Page 387 of the Public Records of Pinellas County, Florida. Subsequently, a First Amendment was recorded in Official Records Book 7185 at Page 406 of the Public Records of Pinellas County, Florida, as amended.

(h) Vista Verde West, Unit II

The Declaration of Condominium for Vista Verde West, Unit II, a Condominium was recorded in Official Records Book 6948 at Page 1364 of the Public Records of Pinellas County, Florida, as amended.

(i) Vista Verde North

The Declaration of Condominium for Vista Verde North, a Condominium was recorded in Official Records Book 7449 at Page 1529 of the Public Records of Pinellas County, Florida. Subsequently, a First Amendment was recorded in Official Records Book 7466 at Page 903 of the Public Records of Pinellas County, Florida; Second Amendment was recorded in Official Records Book 7532 at Page 596 of the Public Records of Pinellas County, Florida; and Third Amendment was recorded in Official Records Book 7770 at Page 592 of the Public Records of Pinellas County, Florida, as amended.

(j) Bahia Vista, Unit I

The Declaration of Condominium for Bahia Vista, Unit I, a Condominium was recorded in Official Records Book 6981 at Page 1637 of the Public Records of Pinellas County, Florida. Subsequently, a First Amendment was recorded in Official Records Book 7078 at Page 1324 of the Public Records of Pinellas County, Florida; and Second Amendment was recorded in Official Records Book 7128 at Page 286 of the Public Records of Pinellas County, Florida, as amended.

(k) Bahia Vista, Unit II

The Declaration of Condominium for Bahia Vista, Unit II, a Condominium was recorded in Official Records Book 7485 at Page 1684 of the Public Records of Pinellas County, Florida. Subsequently, a First Amendment was recorded in Official Records Book 7520 at Page 753 of the Public Records of Pinellas County, Florida; Second Amendment was recorded in Official Records Book 7575 at Page 677 of the Public Records of Pinellas County, Florida, as amended.

(1) <u>Bahia Vista, Unit III</u>

The Declaration of Condominium for Bahia Vista, Unit III, a Condominium was recorded in Official Records Book 7884 at Page 237 of the Public Records of Pinellas County, Florida, as amended.

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EXHIBIT C

LIST OF CONDOMINIUMS WITHIN THE WATERFRONT PROPERTY

(a) Bahia Del Mar I

The Declaration of Condominium for Bahia Del Mar I, a Condominium was recorded in Official Records Book 5216 at Page 1173 of the Public Records of Pinellas County, Florida. Subsequently, a First Amendment was recorded in Official Records Book 5234 at Page 351 of the Public Records of Pinellas County, Florida; Second Amendment was recorded in Official Records Book 5249 at Page 1447 of the Public Records of Pinellas County, Florida; and Third Amendment was recorded in Official Records Book 5345 at Page 386 of the Public Records of Pinellas County, Florida, as amended.

(b) Bahia Del Mar II

The Declaration of Condominium for Bahia Del Mar II, a Condominium was recorded in Official Records Book 5262 at Page 2012 of the Public Records of Pinellas County, Florida. Subsequently, a First Amendment was recorded in Official Records Book 5322 at Page 1437 of the Public Records of Pinellas County, Florida; and Second Amendment was recorded in Official Records Book 5397 at Page 404 of the Public Records of Pinellas County, Florida, as amended.

(c) Bahia Shores

The Declaration of Condominium for Bahia Shores, a Condominium was recorded in Official Records Book 5801 at Page 99 of the Public Records of Pinellas County, Florida. Subsequently, a First Amendment was recorded in Official Records Book 5895 at Page 607 of the Public Records of Pinellas County, Florida; Second Amendment was recorded in Official Records Book 5945 at Page 302 of the Public Records of Pinellas County, Florida; Third Amendment was recorded in Official Records Book 6053 at Page 1681 of the Public Records of Pinellas County, Florida; and Fourth Amendment was recorded in Official Records Book 6430 at Page 1889 of the Public Records of Pinellas County, Florida, as amended

(d) Bahia Del Mar IV

The Declaration of Condominium for Bahia Del Mar IV, a Condominium was recorded in Official Records Book 5460 at Page 417 of the Public Records of Pinellas County, Florida, as amended.

(e) Vista Verde West, Unit I

The Declaration of Condominium for Vista Verde West, Unit I, a Condominium was recorded in Official Records Book 6896 at Page 387 of the Public Records of Pinellas County, Florida. Subsequently, a First Amendment was recorded in Official Records Book 7185 at Page 406 of the Public Records of Pinellas County, Florida, as amended.

(f) Vista Verde West, Unit II

The Declaration of Condominium for Vista Verde West, Unit II, a Condominium was recorded in Official Records Book 6948 at Page 1364 of the Public Records of Pinellas County, Florida, as amended.

(g) Bahia Vista, Unit I

The Declaration of Condominium for Bahia Vista, Unit I, a Condominium was recorded in Official Records Book 6981 at Page 1637 of the Public Records of Pinellas County, Florida. Subsequently, a First Amendment was recorded in Official Records Book 7078 at Page 1324 of the Public Records of Pinellas County, Florida; and Second Amendment was recorded in Official Records Book 7128 at Page 286 of the Public Records of Pinellas County, Florida, as amended.

(h) Bahia Vista, Unit II

The Declaration of Condominium for Bahia Vista, Unit II, a Condominium was recorded in Official Records Book 7485 at Page 1684 of the Public Records of Pinellas County, Florida. Subsequently, a First Amendment was recorded in Official Records Book 7520 at Page 753 of the Public Records of Pinellas County, Florida; Second Amendment was recorded in Official Records Book 7575 at Page 677 of the Public Records of Pinellas County, Florida, as amended.

(i) Bahia Vista, Unit III

The Declaration of Condominium for Bahia Vista, Unit III, a Condominium was recorded in Official Records Book 7884 at Page 237 of the Public Records of Pinellas County, Florida, as amended.

and any Condominiums to be declared respecting the Vacant Land.

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PINELLAS COUNTY FLA.
OFF.REC.BK 8270 PG 1365

EXHIBIT D

LEGAL DESCRIPTION OF ASSOCIATION AREA

299 Ninth Street North
St. Petersburg, Florida 33731-0683
(813) 822-4317 FAX (813) 822-2919

George F. Young, Inc.
A Subsidiary of George F. Young of Florida, Inc.
Since 1919
ARCHITECTURE ■ ENGINEERING ■ PLANNING ■ SURVEYING ■ ENVIRONMENTAL

EXHIBIT D

LEGAL DESCRIPTION OF
ASSOCIATION AREA

A portion of Lots 1 and 2, Block 3, BAYWAY ISLES - WEST ISLAND as recorded in Plat Book 67, pages 41, 42 and 43, Public Records of Pinellas County, Florida being described as follows:

Beginning at the Southeast corner of said Lot 2, Block 3, said point also being on the Westerly right of way line of the North/South Bayway (State Road 693); thence N.08°07'07"W., along said Westerly right of way line 486.32 feet to its intersection with the Northerly line of Bahia Del Mar Boulevard as described and recorded in Official Records Book 5215, Pages 1130-1131, Public Records of Pinellas County, Florida; thence along said Northerly line by the following three (3) courses:

1. S.81°52'53"W., 126.00 feet;
2. S.08°07'07"E., 55.08 feet;
3. S.61°50'00"W., 155.60 feet to the most Southerly corner of the boundary of Fairway No,. 6, 7 and 12-16; thence N.49°41'59"W., along said bounds of Fairways, 172.65 feet to its intersection with the bounds of VISTA VERDE UNIT 1, A CONDOMINIUM, as recorded in Condominium Plat Book 99, Page 51, Public Records of Pinellas County, Florida, thence along said bounds of VISTA VERDE UNIT 1, the following two (2) courses:

1. N.26°00'53"W., 13.59 feet;
2. S.63°59'07"W., 5.96 feet, returning to the aforesaid bounds of Fairway No. 6, 7 and 12-16; thence along said Fairways boundary, N.49°41'59"W., 306.82 feet to its intersection with the aforesaid VISTA VERDE, UNIT 1 boundary; thence along said VISTA VERDE, UNIT 1 boundary by the following two (2) courses:

1. N.02°32'00"W., 10.62 feet;
2. S.87°28'00"W., 11.45 feet, returning to the aforesaid bounds of Fairways No. 6,7 and 12-16; thence along said Fairways boundary, N.49°41'59"W., 166.54 feet; thence N.33°48'36"W., 216.59 feet to its intersection with the bounds of VISTA VERDE, UNIT II, A CONDOMINIUM as recorded in Condominium Plat Book 100, Page 72, Public Records of Pinellas County, Florida; thence along said bounds of VISTA VERDE, UNIT II, by the following two (2) courses:

1. N.31°54'31"W., 11.50 feet;
2. S.58°05'29"W., 26.92 feet to a point on a curve also being on the aforesaid bounds of Fairways No. 6, 7 and 12-16; thence along said Fairways bounds by the following three (3) courses:

1. 14.51 feet along the arc of a nontangent curve to the right, having a radius of 40.00 feet and chord of N.66°54'55"W., 14.43 feet;
2. 84.30 feet along the arc of a curve to the left having a radius of 60.00 feet and chord of S.83°13'44"W., 77.54 feet;
3. S.42°58'43"W., 310.04 feet to its intersection with the aforesaid bounds of VISTA VERDE, UNIT II; thence along said VISTA VERDE UNIT II bounds by the following two (2) courses:

1. S.63°30'00"W., 5.23 feet;
2. S.26°30'00"E., 1.96 feet, returning to the aforesaid bounds of Fairways No. 6,7 and 12-16; thence along said Fairways bounds, S.42°58'43"W., 20.18 feet to a point on the aforesaid Northerly line of Bahia Del Mar Boulevard; thence N.26°30'00"W., along said Fairways bounds and the Northerly line of Bahia Del Mar Boulevard, 215.00 feet to the Southernmost corner of VISTA VERDE NORTH, as described and recorded in Official Records Book 7449, Page 1517, Public Records of Pinellas County, Florida; thence leaving aforesaid Northerly line of Bahia Del Mar Boulevard, and being along the bounds of aforesaid VISTA VERDE NORTH and continuing along the bounds of Fairways No. 6,7 and 12-16 by the

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following twelve (12) courses:

1. N.49°41'53"E., 239.60 feet;
2. N.51°19'33"E., 123.88 feet;
3. N.52°57'00"E., 117.77 feet;
4. N.32°42'07"E., 214.50 feet;
5. N.22°26'36"W., 126.12 feet;
6. N.88°05'08"W., 64.28 feet;
7. S.80°50'26"W., 157.43 feet;
8. S.74°56'43"W., 183.64 feet;
9. N.80°08'24"W., 183.29 feet;
10. N.83°29'06"W., 185.20 feet;
11. N.87°54'30"W., 218.51 feet;
12. S.02°05'30"W., 79.34 feet to a point on the aforesaid Northerly line of Bahia Del Mar Boulevard; thence along said Northerly line of Bahia Del Mar Boulevard and continuing along said bounds of Fairways No. 6, 7 and 12-16 by the following five (5) courses:

1. 183.33 feet along the arc of a curve to the left having a radius of 1141.85 feet and chord of N.68°25'50"W., 183.13 feet;
2. 246.42 feet along the arc of a curve to the left having a radius of 224.00 feet and chord of N.41°30'54"W., 234.18 feet;
3. N.10°00'00"W., 18.00 feet;
4. N.79°59'55"E., 35.00 feet;
5. N.10°00'00"W., 60.00 feet to a point on the South right of way line of Pinellas Bayway East-West (a 200 foot right of way); thence S.79°59'55"W., along said South right of way line, 142.00 feet to the Northwest corner of aforesaid Bahia Del Mar Boulevard; thence along the Westerly line of said Bahia Del Mar Boulevard by the following eight (8) courses:

1. S.10°00'00"E., 60.00 feet;
2. N.79°59'55"E., 35.00 feet;
3. S.10°00'00"E., 18.00 feet;
4. 325.62 feet along the arc of a curve to the left having a radius of 296.00 feet and chord of S.41°30'54"E., 309.45 feet;
5. 487.29 feet along the arc of a curve to the right having a radius of 1069.85 feet and chord of S.59°58'54"E., 483.09 feet;
6. S.46°56'00"E., 200.00 feet;
7. 115.55 feet along the arc of a curve to the right having a radius of 324.00 feet and chord of S.36°43'00"E., 114.94 feet;
8. S.26°30'00"E., 112.46 feet to the Southeastern most corner of Fairway No. 8; thence leaving the aforesaid Southerly line of Bahia del Mar Boulevard and along the bounds of said Fairway No. 8, S.50°23'06"W., 63.46 feet to a point on the West boundary of the Lake parcel; thence along the bounds of said Fairway No. 8 and also said Lake Parcel by the following eight (8) courses:

1. 44.46 feet along the arc of nontangent curve to the left, having a radius of 42.44 feet and chord of N.25°39'19"W., 42.45 feet;
2. N.52°53'07"W., 65.35 feet;
3. 80.99 feet along the arc of a curve to the right, having a radius of 66.26 feet and chord of N.17°52'05"W., 76.04 feet;
4. 63.11 feet along the arc of a curve to the left, having a radius of 45.40 feet and chord of N.46°39'56"W., 58.15 feet;
5. N.86°28'55"W., 135.45 feet;
6. 23.71 feet along the arc of a curve to the right, having a radius of 77.89 feet and chord of N.76°06'38"W., 23.62 feet;
7. N.69°02'21"W., 56.37 feet;
8. 12.97 feet along the arc of a curve to the right, having a radius of 31.00 feet and chord of N.71°56'41"W., 12.88

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feet to a point on the Westerly line of Vista Verde West Development Area;
thence N.31°03'49"W., along the bounds of said Vista Verde West Development Area and continuing along the aforesaid bounds of Fairway No. 8, 71.35 feet; thence S.87°36'46"W., 50.36 feet to its intersection with the bounds of Vista Verde West Unit II, A Condominium as recorded in Official Records Book 6948, Page 1364, Public Records of Pinellas County, Florida; thence along the said bounds of Vista Verde West Unit II by the following two (2) courses:

1. N.16°13'40"W., 5.86 feet;
2. S.73°46'20"W., 23.80 feet;

to a point on the aforesaid bounds of Vista Verde West Development Area and Fairway No. 8; thence along the said bounds of Vista Verde West Development Area and Fairway No. 8 by the following five (5) courses:

1. S.87°36'46"W., 77.28 feet;
2. N.74°05'16"W., 158.80 feet;
3. N.39°21'01"W., 259.77 feet;
4. S.55°02'12"W., 58.36 feet;
5. 2.70 feet along the arc of a curve to the right having a radius of 392.00 feet and chord of N.16°12'56"W., 2.70 feet to a point on the bounds of Bahia Vista Unit I, A Condominium; thence along said bounds of Bahia Vista Unit I by the following seventeen (17) courses:

1. 5.00 feet along the arc of a curve to the right having a radius of 392.00 feet and chord of N.15°39'09"W., 5.00 feet to a point of reverse curve;
2. 66.62 feet along the arc of a curve to the left having a radius of 229.00 feet and chord of N.23°37'16"W., 66.38 feet to a point of nontangency;
3. N.30°04'47"W., 22.52 feet;
4. N.61°47'44"E., 3.07 feet;
5. 10.85 feet along the arc of a curve to the left having a radius of 7.00 feet and chord of N.17°23'02"E., 9.80 feet;
6. 67.11 feet along the arc of a curve to the right having a radius of 334.00 feet and chord of N.21°16'18"W., 67.00 feet;
7. 42.46 feet along the arc of a curve to the right having a radius of 30.00 feet and chord of N.25°01'35"E., 39.00 feet;
8. 92.40 feet along the arc of a curve to the right having a radius of 153.00 feet and chord of N.82°52'07"E., 91.00 feet;
9. N.08°48'54"W., 37.09 feet;
10. N.81°11'06"E., 35.00 feet;
11. N.08°48'54"W., 62.00 feet;
12. S.81°11'06"W., 17.00 feet;
13. N.08°48'54"W., 43.00 feet;
14. N.55°55'47"W., 17.00 feet;
15. N.38°10'34"W., 20.00 feet;
16. N.75°28'34"W., 53.00 feet;
17. S.79°59'55"W., 216.00 feet to a point on the West line of aforesaid Lot 2, Block 3, BAYWAY ISLES - WEST ISLAND, said point being South, 20.31 feet from the Northwest corner of said Lot 2; thence along the West bounds of said Lot 2 by the following two (2) courses:

1. South, 2012.45 feet;
2. S.14°45'00"E., 313.05 feet to the Southwest corner of said Lot 2; thence N.75°15'00"E., along the South line of said Lot 2, 2669.69 feet to the POINT OF BEGINNING.

St. Petersburg, Florida

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PINELLAS COUNTY FLA.
OFF.REC.BK 8270 PG 1369

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PREPARED FOR: SHAPO, FREEDMAN & FLETCHER, P.A.
PREPARED BY: GEORGE F. YOUNG, INC.
DATE: MARCH 29, 1993
ORDER NO.: 91-13-1028-00

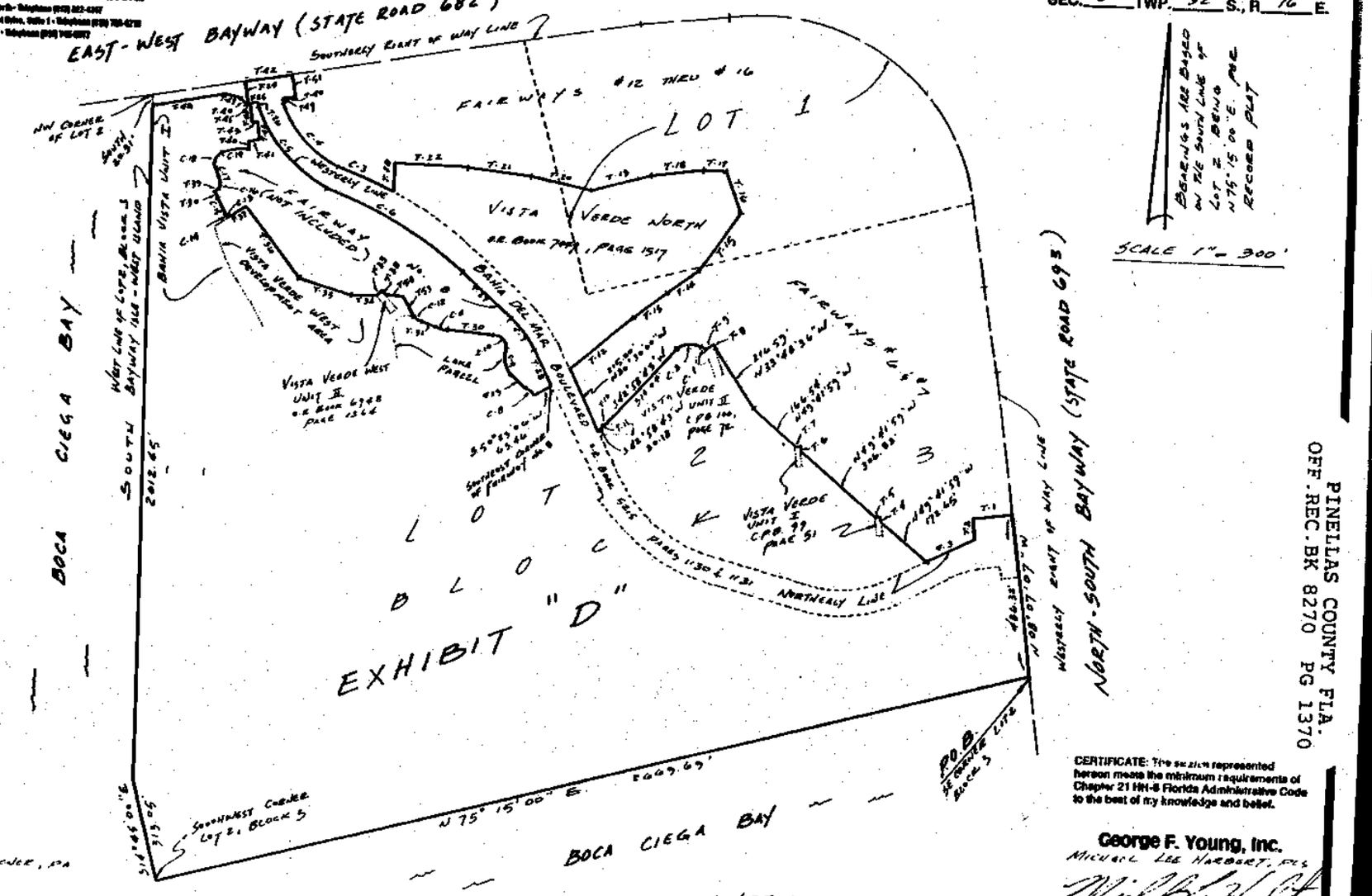
I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH HEREON MEET THE MINIMUM REQUIREMENTS OF CHAPTER 21HH-6, FLORIDA ADMINISTRATIVE CODE. NOT VALID UNLESS SIGNED AND EMBOSSED WITH SEAL.

Michael L. Harbert, PLS
Florida Surveyor's Reg'n. No. 4995

George F. Young, Inc.
ARCHITECTS • ENGINEERS • PLANNERS • SURVEYORS
St. Petersburg, FL 33701 • 200 Third Street North • Telephone (813) 822-4307
New Port Richey, FL 34655 • 6330 Embassymont Drive, Suite 1 • Telephone (813) 788-6218
Brooksville, FL 34609 • 201 North Jefferson Street • Telephone (904) 796-6917

DRAWN SF
CHECKED

SEC. 8 TWP. 32 S., R. 16 E.



BEARINGS ARE BASED ON THE SOUTH LINE OF LOT 2 BEING N 75°15'00" E. PER RECORD PLAT

SCALE 1" = 300'

PINELLAS COUNTY FLA.
OFF. REC. BK 8270 PG 1370

LEGEND

P.O.B. : POINT OF BEGINNING
R. : RADIUS
A. : ARC
C. : CHORD
C.P.B. : CONDOMINIUM PLAT BOOK
Pg. : PAGE
O.R. : OFFICIAL RECORD BOOK

"This drawing is a graphic illustration intended for informational purposes only, and does not represent a field survey."

SKETCH FOR SHAPO, FELDMAN & FLETCHER, P.A.
NAME
ORDER NO. 91-13-1028-00
DATE 4/8/93

This sketch is made for the exclusive use of the current owners of the property and also those who purchase, mortgage or guarantee the title thereto within one (1) year from date hereof.

CERTIFICATE: The sketch represented hereon meets the minimum requirements of Chapter 21 HH-6 Florida Administrative Code to the best of my knowledge and belief.

George F. Young, Inc.
MICHAEL LEE HARBORT, P.L.S.
Florida Surveyor's Reg'n. No. 4995
SURVEY NOT VALID UNLESS SIGNED AND EMBOSSED WITH SEAL

George F. Young, Inc.
ARCHITECTS • ENGINEERS • PLANNERS • SURVEYORS

St. Petersburg, FL 33701 • 200 Sixth Street North • Telephone (813) 822-4317
Sun City Center, FL 33573 • 2330 Sun City Center Blvd., Suite 1 • Telephone (813) 634-4719
Bradenton, FL 34205 • 201 Sixth Avenue West • Telephone (813) 746-3317

DRAWN SP
CHECKED

SEC. 8 TWP. 32 S., R. 16 E.

NO.	ARC	RADIUS	CHORD BEARING	DISTANCE
C-1	14.51	40.00	N.66°54'55"W.	14.43
C-2	84.30	60.00	S.83°13'44"W.	77.54
C-3	183.33	1141.85	N.68°25'50"W.	183.13
C-4	246.42	224.00	N.41°30'54"W.	234.18
C-5	325.62	296.00	S.41°30'54"E.	309.45
C-6	487.29	1069.85	S.59°58'54"E.	483.09
C-7	115.55	324.00	S.36°43'00"E.	114.94
C-8	44.46	42.44	N.25°39'19"W.	42.45
C-9	80.99	66.26	N.17°52'05"W.	76.04
C-10	63.11	45.40	N.46°39'56"W.	58.15
C-11	23.71	77.89	N.76°06'38"W.	23.62
C-12	12.97	31.00	N.71°56'41"W.	12.88
C-13	2.70	392.00	N.16°12'56"W.	2.70
C-14	5.00	392.00	N.15°39'09"W.	5.00
C-15	66.62	229.00	N.23°37'16"W.	66.38
C-16	10.85	7.00	N.17°23'02"E.	9.80
C-17	67.11	334.00	N.21°16'18"W.	67.00
C-18	42.46	30.00	N.25°01'35"E.	39.00
C-19	92.40	153.00	N.82°52'07"E.	91.00

NO.	BEARING	DISTANCE
T-1	S.81°52'53"W.	126.00
T-2	S.08°07'07"E.	55.08
T-3	S.61°50'00"W.	155.60
T-4	N.26°00'53"W.	13.59
T-5	S.63°59'07"W.	5.96
T-6	N.02°32'00"W.	10.62
T-7	S.87°28'00"W.	11.45
T-8	N.31°54'31"W.	11.50
T-9	S.58°05'29"W.	26.92
T-10	S.63°30'00"W.	5.23
T-11	S.26°30'00"E.	1.96
T-12	N.49°41'53"E.	239.60
T-13	N.51°19'33"E.	123.88
T-14	N.52°57'00"E.	117.77
T-15	N.32°42'07"E.	214.50
T-16	N.22°26'36"W.	126.12
T-17	N.88°05'08"W.	64.28
T-18	N.80°50'26"W.	157.43
T-19	S.74°56'43"W.	183.64
T-20	N.80°08'24"W.	183.29
T-21	N.83°29'06"W.	185.20
T-22	N.87°54'30"W.	218.51
T-23	S.02°05'30"W.	79.34
T-24	S.10°00'00"E.	60.00
T-25	N.79°59'55"E.	35.00
T-26	S.10°00'00"E.	18.00
T-27	S.46°56'00"E.	200.00
T-28	S.26°30'00"E.	112.46
T-29	N.52°53'07"W.	65.35
T-30	N.86°28'55"W.	135.45
T-31	N.69°02'21"W.	56.37
T-32	N.16°13'40"W.	5.86
T-33	S.73°46'20"W.	23.80
T-34	S.87°36'46"W.	77.28
T-35	N.74°05'16"W.	158.80
T-36	N.39°21'01"W.	259.77
T-37	S.55°02'12"W.	58.36
T-38	N.30°04'47"W.	22.52
T-39	N.61°47'44"E.	3.07
T-40	N.08°48'54"W.	37.09
T-41	N.81°11'06"E.	35.00
T-42	N.08°48'54"W.	62.00
T-43	S.81°11'06"W.	17.00
T-44	N.08°48'54"W.	43.00
T-45	N.55°55'47"W.	17.00
T-46	N.38°10'34"W.	20.00
T-47	N.75°28'34"W.	53.00
T-48	N.79°59'55"W.	216.00
T-49	N 10°00'00"W.	18.00'
T-50	N 79°59'55" E.	35.00'
T-51	N 10°00'00" W.	60.00'
T-52	S 79°59'55" W.	142.00'
T-53	S 31°05'49" W	71.34'
T-54	S 87°36'46" W.	50.36'

PINELLAS COUNTY FLA.
OFF. REC. BK 8270 PG 1371

SHEET 6 OF 6

CERTIFICATE: The sketch represented hereon meets the minimum requirements of Chapter 21 HH-6 Florida Administrative Code to the best of my knowledge and belief.

George F. Young, Inc.
MICHAEL LEE HARBERT, PSM

Florida Surveyor's Reg'n. No. 4995
SURVEY NOT VALID UNLESS SIGNED AND EMBOSSED WITH SEAL

SKETCH FOR NAME: SHAPO, FREEDMAN & FLETCHER, PA
ORDER NO. 21-13 1068.00
DATE 4/6/93

This sketch is made for the exclusive use of the current owners of the property and also those who purchase, mortgage or guarantee the title thereto within one (1) year from date hereof.

PINELLAS COUNTY FLA.
OFF.REC.BK 8270 PG 1372

EXHIBIT E

LEGAL DESCRIPTION OF WATERFRONT PROPERTY
(Formerly Known as Parcel 6)

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St. Petersburg, Florida 33731-0683
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PINELLAS COUNTY FLA.
OFF.REC.BK 8270 PG 1373

EXHIBIT E

LEGAL DESCRIPTION OF
WATERFRONT PROPERTY

A portion of Lot 2, Block 3, BAYWAY ISLES - WEST ISLAND, as recorded in Plat Book 67, Pages 41, 42 and 43, Public Records of Pinellas County, Florida being described as follows:

Beginning at the Southeast corner of said Lot 2, said point also being on the Westerly right of way line of North/South Bayway (State Road #693); thence N.08°07'07"W., along said Westerly right of way line, 299.32 feet to its intersection with the Southerly line of Bahia Del Mar Boulevard as described and recorded in Official Records Book 5215, pages 1130-1131, Public Records of Pinellas County, Florida; thence along the said Southerly line by the following twelve (12) courses:

1. S.83°54'08"W., 60.00 feet;
2. N.08°07'07"W., 35.00 feet;
3. S.83°54'08"W., 51.06 feet, to a point of curve;
4. 107.85 feet along the arc of a curve to the left, having a radius of 280.00 feet and chord of S.72°52'04"W., 107.18 feet to a point of tangency;
5. S.61°50'00"W., 161.40 feet to a point of curve;
6. 283.51 feet along the arc of a curve to the right, having a radius of 372.00 feet and chord of S.83°40'00"W., 276.70 feet to a point of tangency;
7. N.74°30'00"W., 323.32 feet to a point of curve;
8. 269.56 feet along the arc of a curve to the right, having a radius of 496.00 feet and a chord of N.58°55'51"W., 266.25 feet to a point of tangency;
9. N.43°21'42"W., 127.00 feet;
10. N.61°00'00"E., 16.00 feet to a point on a curve;
11. 21.64 feet along the arc of a non tangent curve to the right, having a radius of 496.00 feet and chord of N.27°45'00"W., 21.64 feet to a point of tangency;
12. N.26°30'00"W., 342.31 feet;

to the Southeastern most corner of Fairway No. 8; thence leaving the aforesaid Southerly line of Bahia del Mar Boulevard and along the bounds of said Fairway No. 8, S.50°23'06"W., 63.46 feet to a point on the West boundary of the Lake parcel; thence along the bounds of said Fairway No. 8 and also said Lake Parcel by the following eight (8) courses:

1. 44.46 feet along the arc of nontangent curve to the left, having a radius of 42.44 feet and chord of N.25°39'19"W., 42.45 feet;
2. N.52°53'07"W., 65.35 feet;
3. 80.99 feet along the arc of a curve to the right, having a radius of 66.26 feet and chord of N.17°52'05"W., 76.04 feet;
4. 63.11 feet along the arc of a curve to the left, having a radius of 45.40 feet and chord of N.46°39'56"W., 58.15 feet;
5. N.86°28'55"W., 135.45 feet;
6. 23.71 feet along the arc of a curve to the right, having a radius of 77.89 feet and chord of N.76°06'38"W., 23.62 feet;
7. N.69°02'21"W., 56.37 feet;
8. 12.97 feet along the arc of a curve to the right, having a radius of 31.00 feet and chord of N.71°56'41"W., 12.88 feet to a point on the Westerly line of Vista Verde West Development Area;

thence N.31°03'49"W., along the bounds of said Vista Verde West Development Area and continuing along the aforesaid bounds of Fairway No. 8, 71.35 feet; thence S.87°36'46"W., 50.36 feet to its intersection with the bounds of Vista Verde West Unit II, A Condominium as recorded in Official Records Book 6948, Page 1364, Public Records of Pinellas County, Florida; thence along the said bounds of Vista Verde West Unit II by the following two (2) courses:

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1. N.16°13'40"W., 5.86 feet;
2. S.73°46'20"W., 23.80 feet;

to a point on the aforesaid bounds of Vista Verde West Development Area and Fairway No. 8; thence along the said bounds of Vista Verde West Development Area and Fairway No. 8 by the following five (5) courses:

1. S.87°36'46"W., 77.28 feet;
2. N.74°05'16"W., 158.80 feet;
3. N.39°21'01"W., 259.77 feet;
4. S.55°02'12"W., 58.36 feet;
5. 2.70 feet along the arc of a curve to the right having a radius of 392.00 feet and chord of N.16°12'56"W., 2.70 feet to a point on the bounds of Bahia Vista Unit I, A Condominium; thence along said bounds of Bahia Vista Unit I by the following seventeen (17) courses:

1. 5.00 feet along the arc of a curve to the right having a radius of 392.00 feet and chord of N.15°39'09"W., 5.00 feet to a point of reverse curve;
2. 66.62 feet along the arc of a curve to the left having a radius of 229.00 feet and chord of N.23°37'16"W., 66.38 feet to a point of nontangency;
3. N.30°04'47"W., 22.52 feet;
4. N.61°47'44"E., 3.07 feet;
5. 10.85 feet along the arc of a curve to the left having a radius of 7.00 feet and chord of N.17°23'02"E., 9.80 feet;
6. 67.11 feet along the arc of a curve to the right having a radius of 334.00 feet and chord of N.21°16'18"W., 67.00 feet;
7. 42.46 feet along the arc of a curve to the right having a radius of 30.00 feet and chord of N.25°01'35"E., 39.00 feet;
8. 92.40 feet along the arc of a curve to the right having a radius of 153.00 feet and chord of N.82°52'07"E., 91.00 feet;
9. N.08°48'54"W., 37.09 feet;
10. N.81°11'06"E., 35.00 feet;
11. N.08°48'54"W., 62.00 feet;
12. S.81°11'06"W., 17.00 feet;
13. N.08°48'54"W., 43.00 feet;
14. N.55°55'47"W., 17.00 feet;
15. N.38°10'34"W., 20.00 feet;
16. N.75°28'34"W., 53.00 feet;
17. S.79°59'55"W., 216.00 feet to a point on the West line of aforesaid Lot 2, Block 3, BAYWAY ISLES - WEST ISLAND, said point being South 20.31 feet from the Northwest corner of said Lot 2; thence along the West bounds of said Lot 2 by the following two (2) courses:

1. South, 2012.45 feet;
2. S.14°45'00"E., 313.05 feet to the Southwest corner of said Lot 2; thence N.75°15'00"E., along the South line of said Lot 2, 2669.69 feet to the POINT OF BEGINNING.

St Petersburg, Florida

PREPARED FOR: SHAPO, FREEDMAN & FLETCHER, P.A.
PREPARED BY: GEORGE F. YOUNG, INC.
DATE: MARCH 29, 1993
ORDER NO.: 91-13-1028-00

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH HEREON MEET THE MINIMUM REQUIREMENTS OF CHAPTER 21HH-6, FLORIDA ADMINISTRATIVE CODE. NOT VALID UNLESS SIGNED AND EMBOSSED WITH SEAL.

Michael L. Harbert, PLS
Florida Surveyor's Reg'n. No. 4995

DRAWN SF

CHECKED

George F. Young, Inc.

ARCHITECTS • ENGINEERS • PLANNERS • SURVEYORS

[ ] St. Petersburg, FL 33701 • 200 Ninth Street North • Telephone (813) 822-4317

[ ] New Port Richey, FL 34654 • 8530 Government Drive, Suite 1 • Telephone (813) 848-5778

[ ] Sarasota, FL 34236 • 201 Ninth Avenue West • Telephone (813) 748-2267

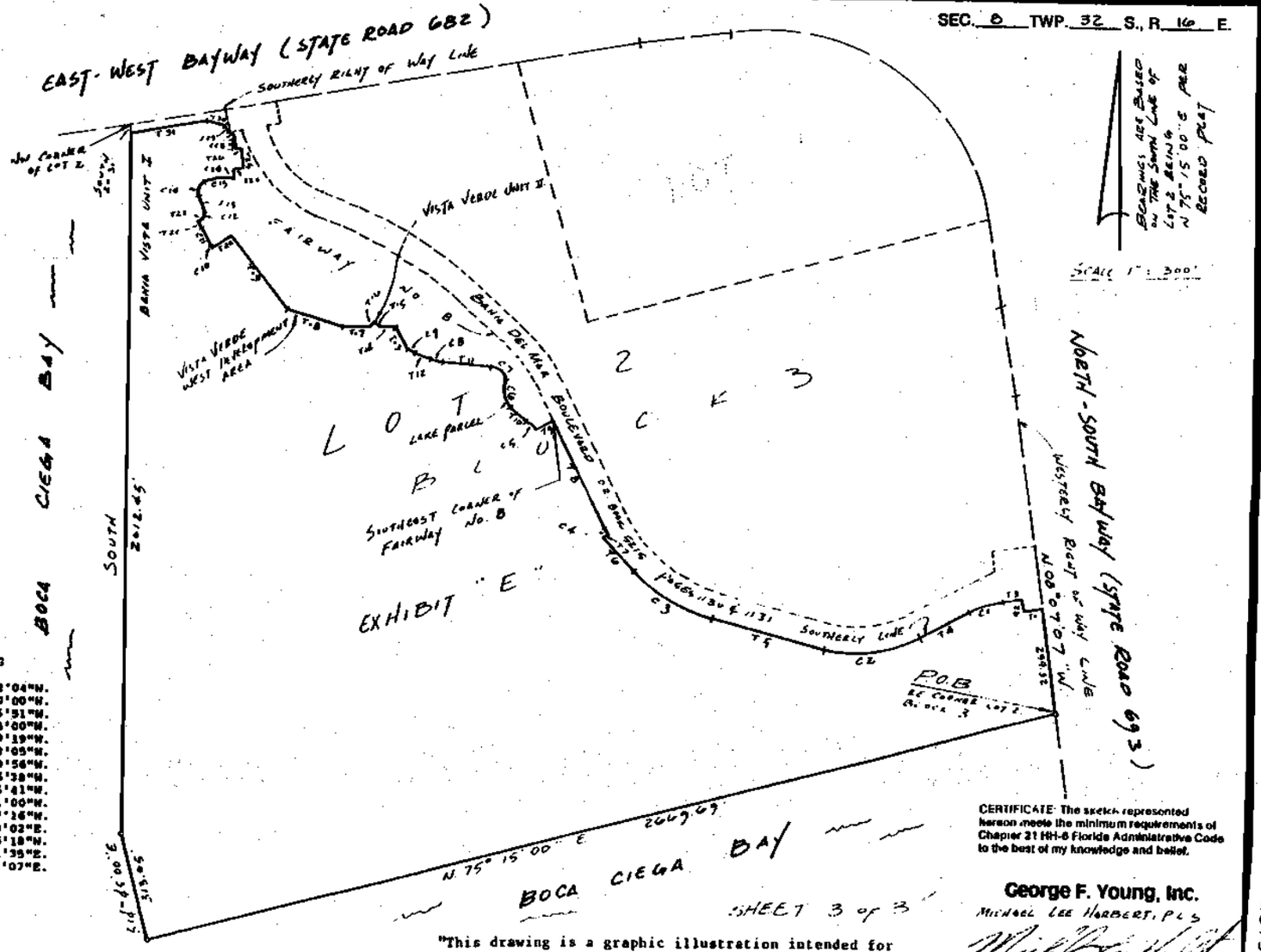
SEC. 6 TWP. 32 S., R. 16 E.

LEGEND

POB POINT OF BEGINNING
R RADIUS
A ARC
C CHORD

NO.	BEARING	DISTANCE
T1	S.83°54'08"W.	60.00
T2	N. 8°07'07"W.	35.00
T3	S.83°54'08"W.	91.06
T4	S.61°50'00"W.	161.40
T5	N.74°30'00"W.	323.32
T6	N.43°21'42"W.	127.00
T7	N.61°00'00"E.	16.00
T8	N.26°30'00"W.	342.31
T9	S.50°23'06"W.	53.46
T10	N.52°53'07"W.	65.35
T11	N.86°20'55"W.	135.45
T12	N.69°02'23"W.	56.37
T13	N.31°03'49"W.	71.35
T14	S.87°36'46"W.	50.36
T15	N.16°13'40"W.	5.86
T16	S.73°46'20"W.	23.80
T17	S.83°36'46"W.	77.28
T18	N.74°05'16"W.	158.80
T19	N.39°21'01"W.	259.77
T20	S.55°02'12"W.	58.26
T21	N.30°04'47"W.	22.52
T22	N.61°47'44"E.	3.07
T23	N. 8°48'54"W.	37.09
T24	N.81°11'06"E.	35.00
T25	N. 8°48'54"W.	62.00
T26	S.81°11'06"W.	17.00
T27	N. 8°48'54"W.	43.00
T28	N.55°55'47"W.	17.00
T29	N.38°20'34"W.	20.00
T30	N.75°28'34"W.	53.00
T31	S.79°59'55"W.	216.00

NO.	DELTA	RADIUS	ARC	CHORD	BEARING
C1	23°04'08"	280.00	107.85	107.18	S.72°52'04"W.
C2	43°40'00"	372.00	283.51	276.70	S.83°40'00"W.
C3	31°08'17"	496.00	269.56	266.25	N.58°55'51"W.
C4	2°30'00"	496.00	21.64	21.64	N.27°45'00"W.
C5	60°01'13"	42.44	44.46	42.45	N.29°39'19"W.
C6	70°02'04"	46.26	80.99	76.04	N.17°52'05"W.
C7	79°37'58"	45.40	63.11	58.15	N.46°39'56"W.
C8	17°26'21"	77.89	23.71	23.62	N.76°06'38"W.
C9	23°58'20"	31.00	12.97	12.88	N.71°56'41"W.
C10	1°07'29"	392.00	7.70	7.70	N.15°51'00"W.
C11	16°40'09"	229.00	66.62	66.38	N.27°37'16"W.
C12	88°49'24"	7.00	10.85	9.80	N.17°23'02"E.
C13	11°30'46"	334.00	67.11	67.00	N.23°16'18"W.
C14	81°04'59"	30.00	42.46	39.00	N.29°01'35"E.
C15	74°36'05"	153.00	92.40	91.00	N.82°52'07"E.



SHEET 3 of 3

CERTIFICATE: The sketch represented hereon meets the minimum requirements of Chapter 21 HH-6 Florida Administrative Code to the best of my knowledge and belief.

George F. Young, Inc.

MICHAEL LEE HARBERT, PLS

Florida Surveyor's Reg'n. No. 4995

SKETCH NOT VALID UNLESS SIGNED AND EMBOSSED WITH SEAL

"This drawing is a graphic illustration intended for informational purposes only, and does not represent a field survey."

SKETCH FOR: Silapo, Freedman & Fletcher, PA

NAME EXHIBIT E WATERFRONT PROPERTY

ORDER NO. 91 13-1028 LO

DATE 3/29/93

This sketch is made for the exclusive use of the current owners of the property and also those who purchase, mortgage or guarantee the title thereto within one (1) year from date hereof.

PINELLAS COUNTY FLA.
OFF. REC. BK 8270 PG 1375

EXHIBIT F

LEGAL DESCRIPTION OF PROPERTY ADJACENT TO THE GOLF COURSE
(Formerly known as the Remaining Parcel)

The lands described in

Vista Verde North

The Declaration of Condominium for Vista Verde North, a Condominium was recorded in Official Records Book 7449 at Page 1529 of the Public Records of Pinellas County, Florida. Subsequently, a First Amendment was recorded in Official Records Book 7466 at Page 903 of the Public Records of Pinellas County, Florida; Second Amendment was recorded in Official Records Book 7532 at Page 596 of the Public Records of Pinellas County, Florida; and Third Amendment was recorded in Official Records Book 7770 at Page 592 of the Public Records of Pinellas County, Florida, as amended.

Together with the lands described in

Vista Verde, Unit I

The Declaration of Condominium for Vista Verde, Unit I, a Condominium was recorded in Official Records Book 6668 at Page 1710 of the Public Records of Pinellas County, Florida. Subsequently, a First Amendment was recorded in Official Records Book 6693 at Page 2199 of the Public Records of Pinellas County, Florida; Second Amendment was recorded in Official Records Book 6702 at Page 354 of the Public Records of Pinellas County, Florida; and Third Amendment was recorded in Official Records Book 6725 at Page 1564 of the Public Records of Pinellas County, Florida, as amended.

Together with the lands described in

Vista Verde, Unit II

The Declaration of Condominium for Vista Verde, Unit II, a Condominium was recorded in Official Records Book 6750 at Page 1448 of the Public Records of Pinellas County, Florida. Subsequently, a First Amendment was recorded in Official Records Book 6766 at Page 2289 of the Public Records of Pinellas County, Florida; Second Amendment was recorded in Official Records Book 6778 at Page 2099 of the Public Records of Pinellas County, Florida; and Third Amendment was recorded in Official Records Book 6794 at Page 1673 of the Public Records of Pinellas County, Florida, as amended.

PINELLAS COUNTY FLA.
OFF.REC.BK 8270 PG 1377

EXHIBIT G

LEGAL DESCRIPTION OF ROAD RIGHT-OF-WAY PARCEL

299 Ninth Street North
St. Petersburg, Florida 33731-0683
(813) 822-4317 FAX (813) 822-2919

PINELLAS COUNTY FLA.
OFF.REC.BK 8270 PG 1378

George F. Young, Inc.
A Subsidiary of George F. Young of Florida, Inc.
Since 1919
ARCHITECTS ■ ENGINEERS ■ PLANNERS ■ SURVEYORS ■ ENVIRONMENTAL

EXHIBIT G

LEGAL DESCRIPTION OF ROAD RIGHT-OF-WAY PARCEL

Beginning at the Southeast corner of Lot 2, Block 3 BAYWAY ISLE - WEST ISLAND as Recorded in Plat Book 67, Page 41, 42 and 43, Records of Pinellas County, Florida, said point also being on the Westerly right of way line of North/South Bayway (State Road #693); thence along said Westerly right of way line by the following four (4) courses:

1. N.08°07'07"W., 916.05 feet;
2. N.10°52'00"W., 250.29 feet;
3. N.08°07'07"W., 250.00 feet to a Point of Curve;
4. Along the Arc of a Curve to the left, radius 644.00 feet; arc 1032.75 feet; Chord N. 54°03'36"W., 925.58 feet; to a Point of Tangency; said point also being on the Southerly right of way line of East/West Bayway (State Road #682);

thence along said Southerly right of way line by the following two (2) courses:

1. S.82°44'48"W., 250.30 feet;
2. S.79°59'55"W., 1474.27 feet; to the Northwest corner of the aforementioned Lot 2;

thence leaving said right of way line North 112.41 feet to a point on the approximate Southerly edge of pavement of the aforementioned East/West Bayway; thence along the approximate edge of the pavement of said East/West Bayway by the following eight (8) courses:

1. N.82°03'48"E., 391.33 feet;
2. N.76°53'27"E., 590.27 feet;
3. N.74°35'23"E., 587.27 feet;
4. N.73°44'07"E., 194.28 feet;
5. N.71°34'17"E., 193.87 feet;
6. N.67°03'02"E., 264.08 feet;
7. N.61°02'14"E., 110.49 feet;
8. Along the arc of a curve to the right, Radius 100.00 feet; Arc 188.64 feet; Chord S.58°46'38"E., 161.89 feet, said Point also being the Westerly edge of pavement of the aforementioned North/South Bayway;

thence along the approximate Westerly edge of pavement of said right of way by the following eight (8) courses:

1. S.08°04'05"E., 820.27 feet;
2. S.08°10'24"E., 218.15 feet;
3. S.10°22'13"E., 324.71 feet;
4. S.03°20'14"E., 66.71 feet;
5. S.07°19'15"E., 459.23 feet;
6. S.07°52'25"E., 107.04 feet;
7. S.11°58'13"E., 184.71 feet;
8. S.08°06'44"E., 131.11 feet;

thence leaving said edge of pavement S.75°15'00"W., 56.25 feet to the POINT OF BEGINNING.

St. Petersburg, Florida

PREPARED BY:	GEORGE F. YOUNG, INC.
PREPARED FOR:	SHAPO, FREEDMAN & FLETCHER, P.A.
DATE:	MARCH 3, 1993
ORDER NO.:	91-13-1028-00

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH HEREON MEET THE MINIMUM REQUIREMENTS OF CHAPTER 21HH-6, FLORIDA ADMINISTRATIVE CODE. NOT VALID UNLESS SIGNED AND EMBOSSED WITH SEAL.

Michael L. Barbert, PLS
Florida Surveyor's Reg'n. No. 4995

George F. Young, Inc.
ARCHITECTS • ENGINEERS • PLANNERS • SURVEYORS
St. Petersburg, FL 33701 • 290 Sixth Street North • Telephone (813) 822-4317
Dive Point Bishop, FL 34654 • 8520 Government Drive, Suite F • Telephone (813) 788-4218
Brandon, FL 34288 • 201 Sixth Avenue West • Telephone (813) 745-3317

LEGEND:
P.O.B. = Point of Beginning
R = Radius
A = Arc
C = Chord

SEC. 8 TWP. 32 S., R. 16 E.

SCALE 1" = 200'

BASIS OF BEARINGS: N08°07'07"W ALONG THE EAST LINE OF LOT 2, BLOCK 3, BAYWAY ISLE - WEST ISLAND (PLAT BOOK 67, PAGES 41-49)

NOTE:
Limits of Lot 2, Block 3, "BAYWAY ISLE - WEST ISLAND" are extensive and not graphically shown hereon.

EAST/WEST BAYWAY (STATE ROAD #682)
APPROXIMATE EDGE OF PAVEMENT (PER O.R. BK. 5215, PAGE 1142)

N82°03'48"E 391.33'
N76°53'27"E 590.27'
N78°36'23"E 587.27'
N79°44'07"E 194.28'
N71°34'17"E 193.87'
N67°03'02"E 264.08'
N61°02'14"E 149.99'

SOUTHERLY RIGHT OF WAY LINE
S79°59'55"W 1674.27'

250.30'
S82°44'48"W
R = 644.00'
A = 1032.75'
C = 926.58'
N78°40'16"W

NORTH 116.41'
NORTHWEST CORNER OF LOT 2
WEST LINE OF LOT 2

LOT 2
LOT 1
BLOCK "3"

BOCA CIEGA BAY

WESTERLY EDGE OF PAVEMENT PER O.R. BOOK 5215, PAGE 1142

R 100.00'
A 188.64'
C: 161.89'
S58°46'38"E

S00°04'40"E 820.27'
S08°10'24"E 218.15'
S08°10'24"E 384.71'
S08°08'42"E 457.47'

NORTH/SOUTH BAYWAY (STATE ROAD #693)

MATCH LINE 2

EAST LINE OF LOT 2
N08°07'07"W 916.05'

P.O.B. Southern corner of Lot 2, Block 3, Bayway Isle - West (Plat Book 67, Pages 41-49)
N08°07'07"W 10.04'
S07°52'53"W 18.47'
S11°58'15"E 18.11'
S08°06'48"E 455.23'
S07°49'15"E 10.04'
S75°15'00"W 56.15'

NORTH/SOUTH BAYWAY (STATE ROAD #693)

MATCH LINE 2

BOCA CIEGA BAY

EXHIBIT G
ROAD RIGHT OF WAY PARCEL

PINELLAS COUNTY FLA.
OFF. REC. BK 8270 PG 1379

Sketch of Description

NAME Shapo, Friedman & Fletcher, PA
ORDER NO. 91-13-1028-00
DATE 3/4/93

SHEET 2 of 2

This drawing is a graphic illustration intended for informational purposes only, and does not represent a field survey.

CERTIFICATE. The sketch represented hereon meets the minimum requirements of Chapter 21 HH-6 Florida Administrative Code to the best of my knowledge and belief.

George F. Young, Inc.
Michael Lee Harbert, PLS

Florida Surveyor's Reg'n. No. 4995
SURVEY NOT VALID UNLESS SIGNED AND EMBOSSED WITH SEAL

This sketch is made for the exclusive use of the current owners of the property and also those who purchase, mortgage or guarantee the title thereto within one (1) year from date hereof.

PINELLAS COUNTY FLA.
OFF.REC.BK 8270 PG 1413

EXHIBIT J

LEGAL DESCRIPTION OF THE BAHIA DEL MAR BOULEVARD

299 Ninth Street North
St. Petersburg, Florida 33731-0683
(813) 822-4317 FAX (813) 822-2919

PINELLAS COUNTY FLA.
OFF.REC.BK 8270 PG 1414

George F. Young, Inc.
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Since 1919
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EXHIBIT "J"

BAHIA DEL MAR BOULEVARD

From the Southeast corner of Lot 2, Block 3, BAYWAY ISLE - WEST ISLAND as recorded in Plat Book 67, Pages 41, 42 and 43, Records of Pinellas County, Florida as a Point of Reference, said Point also being the on Westerly right of way line of North/South Bayway (State Road #693); thence along said line N.08°07'07"W., 299.32 feet to the Point of Beginning; thence leaving said line S.83°54'08"W., 60.00 feet; thence N.08°07'07"W., 35.00 feet; thence S.83°54'08"W., 51.06 feet to a Point of Curve; thence along the arc of a curve to the left, radius 280.00 feet; arc 107.85 feet, Chord S.72°52'04"W., 107.18 feet to a Point of Tangency; thence S.61°50'00"W., 161.40 feet to a Point of Curve; thence along the arc of a curve to the right, radius 372.00 feet; arc 283.51 feet; chord S.83°40'00"W., 276.70 feet to a Point of Tangency; thence N.74°30'00"W., 323.32 feet, to a Point of Curve; thence along the Arc of a Curve to the right, radius 496.00 feet; arc 269.56 feet; chord N.58°55'51"W., 266.25 feet to a Point of Tangency; thence N.43°21'42"W., 127.00 feet; thence N.61°00'00"E., 16.00 feet; to a Point on a Curve; thence along the arc of a non-tangent curve to the right, concaved to the Northeast, radius 496.00 feet; arc 21.64 feet; chord N.27°45'00"W., 21.64 feet to a Point of Tangency; thence N.26°30'00"W., 454.77 feet to a Point of Curve; thence along the arc of a curve to the left, radius 324.00 feet, arc 115.55 feet, chord N.36°43'00"W., 114.94 feet to a Point of Tangency; thence N.46°56'00"W., 200.00 feet to a Point of Curve; thence along the arc of a curve to the left, radius 1069.85 feet; arc 487.29 feet; chord N.59°58'54"W., 483.09 feet to a Point of Reverse Curve; thence along the arc of a curve to the right, radius 296.00 feet, arc 325.62 feet; chord N.41°30'54"W., 309.45 feet to a Point of Tangency; thence N.10°00'00"W., 18.00 feet; thence S.79°59'55"W., 35.00 feet; thence N.10°00'00"W., 60.00 feet to a point on the Southerly right of way line of East/West Bayway (State Road #682); thence along said line N.79°59'55"E., 142.00 feet; thence leaving said line S.10°00'00"E., 60.00 feet; thence S.79°59'55"W., 35.00 feet; thence S.10°00'00"E., 18.00 feet to a Point of Curve; thence along the arc of a curve to the left, radius 224.00 feet; arc 246.42 feet; chord S.41°30'54"E., 234.18 feet to a point of reverse curve; thence along the arc of a curve to the right, radius 1141.85 feet; arc 520.08 feet; chord S.59°58'54"E., 515.60 feet to a Point of Tangency; thence S.46°56'00"E., 200.00 feet to a Point of Curve; thence along the arc of a curve to the right, radius 396.00 feet; arc 141.23 feet; chord S.36°43'00"E., 140.48 feet to a Point of Tangency; thence S.26°30'00"E., 454.77 feet to a Point of Curve; thence along the arc of a curve to the left, radius 424.00 feet; arc 355.21 feet, chord S. 50°30'00"E., 344.91 feet to a Point of Tangency; thence S.74°30'00"E., 323.32 feet to a Point of Curve; thence along the arc of a curve to the left, radius 300.00 feet; arc 228.64 feet; chord N.83°40'00"E., 223.15 feet to a point of tangency; thence N.61°50'00"E., 284.39 feet; thence N.08°07'07"W., 55.08 feet; thence N.81°52'53"W., 126.00 feet to a point on the aforementioned Westerly right of way line; thence alongsaid line S.08°07'07"E., 187.00 feet to a Point of Beginning.

Subject to: easements and restrictions of record.

PREPARED FOR:	SHAPO, FREEDMAN & FLETCHER, P.A.
PREPARED BY:	GEORGE F. YOUNG, INC.
PROJECT NO.:	91-13-1028-00
DATE:	APRIL 23, 1993

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH HEREON MEET THE MINIMUM REQUIREMENTS OF CHAPTER 21HH-6, FLORIDA ADMINISTRATIVE CODE. NOT VALID UNLESS SIGNED AND EMBOSSED WITH SEAL.

Michael L. Harbert, PLS
Florida Surveyor's Reg'n. No. 4995

PINELLAS COUNTY FLA.
OFF.REC.BK 8270 PG 1442

EXHIBIT N

CIRCLE SPUR

299 Ninth Street North
St. Petersburg, Florida 33731-0683
(813) 822-4317 FAX (813) 822-2919

PINELLAS COUNTY FLA.
OFF.REC.BK 8270 PG 1443

George F. Young, Inc.
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Since 1919
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EXHIBIT N

LEGAL DESCRIPTION OF CIRCLE SPUR

being a portion of the Ingress-Egress Easement recorded in Official Records Book 6988, Page 1557, Public Records of Pinellas County, Florida and being described as follows:

From the Northwest corner of Lot 2, Block 3, Bayway Isle - West Island, as recorded in Plat Book 67, Pages 41, 42 and 43, inclusive, Public Records of Pinellas County, Florida, as a Point of Reference; thence South, along the West line of said Lot 2 and also being the West line of Bahia Vista, Unit I a Condominium, 669.27 feet to the Southwest corner of said Bahia Vista, Unit I, thence leaving said West line of Lot 2 and along the bounds of said Bahia Vista, Unit I, by the following seven (7) courses:

1. East, 80.00 feet;
2. N.69°50'05"E., 54.96 feet;
3. N.34°25'00"E., 73.73 feet;
4. S.55°35'00"E., 12.00 feet;
5. S.42°42'32"E., 153.65 feet;
6. N.47°17'28"E., 67.10 feet;
7. N.50°38'57"E., 41.00 feet, to the Southeasterly most corner of said Bahia Vista, Unit I and also being the Northeasterly most corner of Bahia Vista, Unit II, A Condominium, and the POINT OF BEGINNING; thence N.39°21'01"W., along the East line of said Bahia Vista, Unit I, 130.00 feet to a point of curve; thence 177.14 feet along the arc of a curve to the right having a radius of 435.00 feet and chord of N.27°41'02"W., 175.92 feet; thence N.73°58'56"E., radial to the preceding and following courses, 24.00 feet; thence leaving said East line of Bahia Vista, Unit I and along the Westerly line of Vista Verde West Development Area, 167.37 feet along the arc of a curve to the left having a radius of 411.00 feet and chord of S.27°41'04"E., 166.22 feet to a point of tangency; thence S.39°21'01"E., 146.25 feet to a point of curve; thence 246.39 feet along the arc of a curve to the right having a radius of 882.00 feet and chord of S.31°20'51"E., 245.59 feet to a point of compound curve; thence 44.92 feet along the arc of a curve to the right having a radius of 352.00 feet and chord of S.19°41'21"E., 44.89 feet to a point of reverse curve; thence 24.15 feet along the arc of a curve to the left having a radius of 25.00 feet and chord S.43°42'27"E., 23.22 fast to a point of reverse curve; thence 112.18 feet along the arc of a curve to the right having a radius of 50.00 feet and chord of S.07°06'04"E., 90.09 feet to a point or reverse curve; thence 20.42 feet along the arc of a curve to the left having a radius of 15.00 feet and chord of S.18°10'42"W., 18.88 feet to a point of cusp and also being on the revised Northerly line of Bahia Del Mar Circle Easement as shown and described in Sketch of Description prepared by George F. Young, Inc., dated January 18, 1991, Order No. 90-13-0906-00, thence along said Northerly line, 25.26 feet along the arc of a curve to the left having a radius of 129.00 feet and chord of S.82°34'23"W., 25.22 feet to a point of compound curve; thence 0.16 feet along the arc of a curve to the left having a radius of 172.00 feet and chord of S.77°04'12"W., 0.16 feet to a point of cusp and also being on the Easterly line of Bahia Vista, Unit II, A Condominium thence leaving said Northerly line and being along the said Easterly line of Bahia Vista, Unit II, 20.19 feet along the arc of a curve to the left having a radius of 15.00 feet and chord of N.34°30'58"W., 18.70 feet to a point of reverse curve; thence 106.71 feet along the arc of a curve to the right having a radius of 50.00 feet and chord of N.11°56'41"W., 87.58 feet to a point of reverse curve; thence 28.99 feet along the arc of a curve to the left having a radius of 25.00 fast and chord of N.15°58'35"E., 27.39 feet to a point of compound curve; thence 34.92 feet along the arc of a curve to the left having a radius of 328.00 feet and chord of N.20°17'40"W., 34.91 feet to a point of compound curve; thence 239.68 feet along the arc of a curve to the left having a radius of 858.00 feet and chord of N.31°20'51"W., 238.90 feet to a point of tangency; thence N.39°21'01"W., 16.25 feet to the POINT OF BEGINNING.

St. Petersburg, Florida

PREPARED BY: GEORGE F. YOUNG, INC.
PREPARED FOR: SHAPO, FREEDMAN & FLETCHER, P.A.
DATE: APRIL 28, 1992
ORDER NO. 91-13-1028-00

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH HEREON MEET THE MINIMUM REQUIREMENTS OF CHAPTER 21HH-6, FLORIDA ADMINISTRATIVE CODE. NOT VALID UNLESS SIGNED AND EMBOSSED WITH SEAL.

Michael Lee Harbert, PLS
Florida Surveyor's Reg'n. No. 4995

(See Sheet 2 of 2 for Sketch)

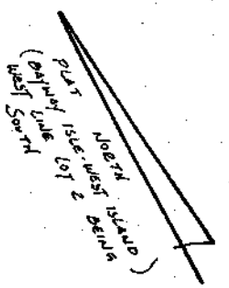
George F. Young, Inc.
ARCHITECTS • ENGINEERS • PLANNERS • SURVEYORS
St. Petersburg, FL 33701 • 220 9th Street North • Telephone (813) 822-4317
Palm Harbor, FL 33563 • 1301 U.S. 19 North • Telephone (813) 784-6116
Sarasota, FL 33577 • 6160 28th Street West • Telephone (813) 342-5620

PINELLAS COUNTY FLA.
OFF.REC.BK 8270 PG 1444

NOTE:

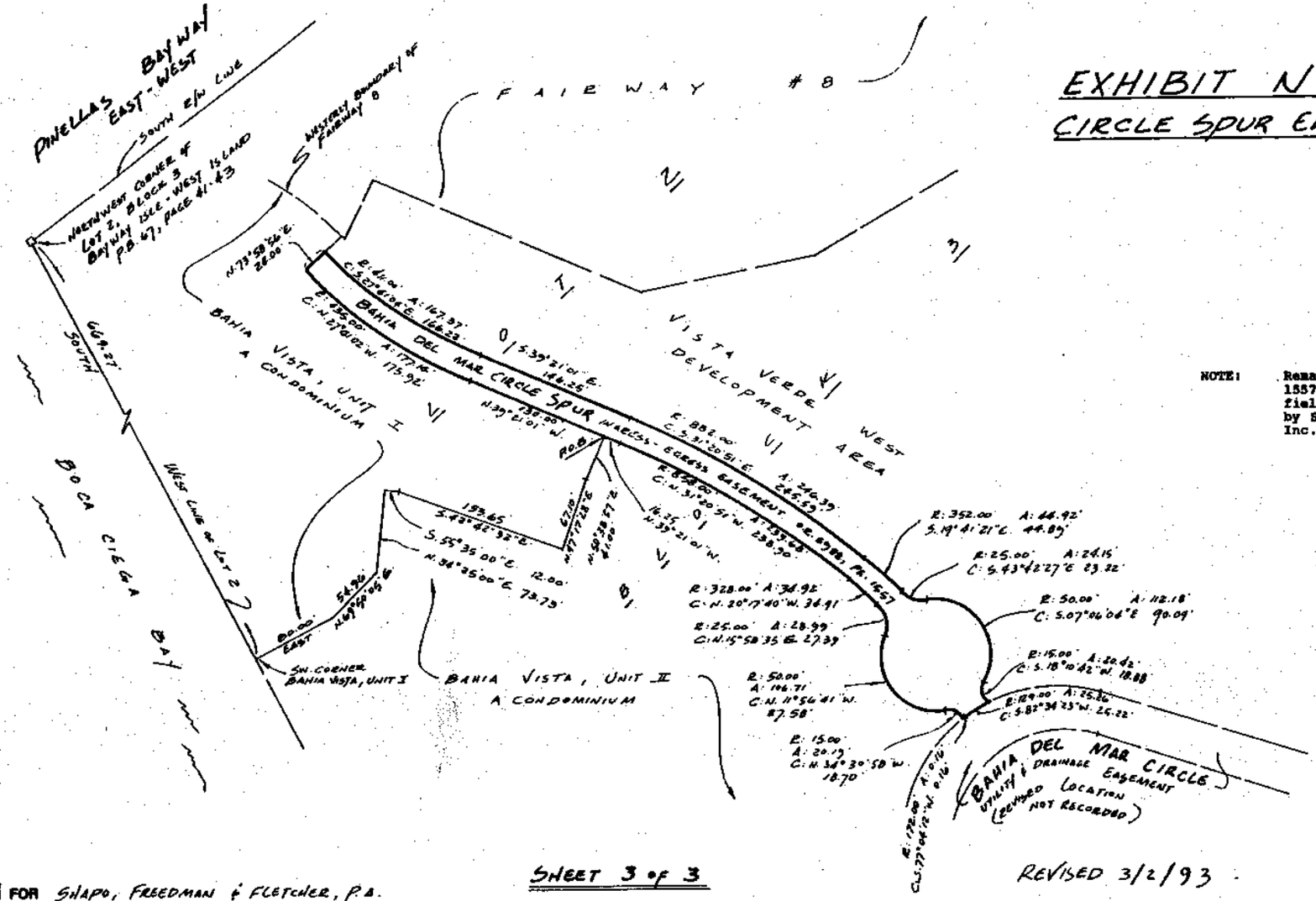
Limits of Lot 2, Block 3, "BAYWAY ISLE - WEST ISLAND" are extensive and not graphically shown hereon.

SEC. 8 TWP. 32 S., R. 16 E.



SCALE 1" = 100'

EXHIBIT N
CIRCLE SPUR EASEMENT



NOTE: Remainder of Easement recorded in O.R. Book 6988, Page 1557 has not been shown as it does not represent the field location of the pavement and also has been revised by Sketch of Description prepared by George F. Young, Inc., dated January 18, 1991, Order No. 90-13-0906-00.

LEGEND:
P.O.B. = Point of Beginning
R = Radius
A = Arc
C = Chord
O.R. = OFFICIAL RECORDS BOOK
PG. = PAGE

"This drawing is a graphic illustration intended for informational purposes only, and does not represent a field survey."

George F. Young, Inc.
MICHAEL LEE HARBERT, PLS
Florida Surveyor's Reg'n. No. 4995
SKETCH NOT VALID UNLESS SIGNED AND EMBOSSED WITH SEAL

SHEET 3 of 3

REVISED 3/2/93

SKETCH FOR SHAPO, FREEDMAN & FLETCHER, P.A.
NAME BAHIA DEL MAR CIRCLE EASEMENT
ORDER NO. 91-13-1028-00
DATE 4/29/92

BRUNING 40 2000 71317

EXHIBIT O

BEACH ACCESS EASEMENT AREA

299 Ninth Street North
St. Petersburg, Florida 33731-0683
(813) 822-4317 FAX (813) 822-2919

PINELLAS COUNTY FLA.
OFF.REC.BK 8270 PG 1446

George F. Young, Inc.
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EXHIBIT O

LEGAL DESCRIPTION
BEACH ACCESS EASEMENT AREA

A portion of Lot 2, Block 3, BAYWAY ISLE - WEST ISLAND, as recorded in Plat Book 67, Pages 41 through 43, Public Records of Pinellas County, Florida, being more particularly described as follows:

From the Northwest corner of said Lot 2, Block 3, BAYWAY ISLE - WEST ISLAND as a Point of Reference; thence along the Westerly and Southerly lines of said Lot 2 by the following three (3) courses:

1) South, 2032.76 feet;
2) S.14°45'00"E., 313.05 feet;
3) N.75°15'00"E., 267.25 feet

for a Point of Beginning; thence N.14°45'00"W., 208.23 feet; thence N.27°30'00"E., 266.93 feet to the Southerly line of Bahia Del Mar Circle (a 44 foot wide ingress/egress, drainage, and utility easement); thence along said line by the arc of a curve to the left, Radius 244.90 feet, Arc 10.18 feet, Chord S.51°37'13"E., 10.18 feet to the Northwest corner of BAHIA DEL MAR IV, A CONDOMINIUM, as recorded in Condominium Plat Book 66, Page 12, Public Records of Pinellas County, Florida; thence S.27°30'00"W., along the Westerly line of said Condominium, 261.15 feet; thence S.14°45'00"E., along the Westerly line of said Condominium and the Southeasterly extension thereof, 204.36 feet to a point on the aforementioned South line of Lot 2; thence S.75°15'00"W., along said line, 10.00 feet to Point of Beginning. Containing 4703.01 square feet, or 0.11 acres more or less.

St. Petersburg, Florida

PREPARED BY:	GEORGE F. YOUNG, INC.
PREPARED FOR:	SHAPO, FREEDMAN & FLETCHER, P.A.
DATE:	MARCH 3, 1993
ORDER NO.:	91-13-1028-00

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH HEREON MEET THE MINIMUM REQUIREMENTS OF CHAPTER 21HH-6, FLORIDA ADMINISTRATIVE CODE. NOT VALID UNLESS SIGNED AND EMBOSSED WITH SEAL.

Michael L. Harbert, PLS
Florida Surveyor's Reg'n. No. 4995

Sheet 1 of 2
(See Sheet 2 of 2 for Sketch)

DRAWN SP
CHECKED

George F. Young, Inc.
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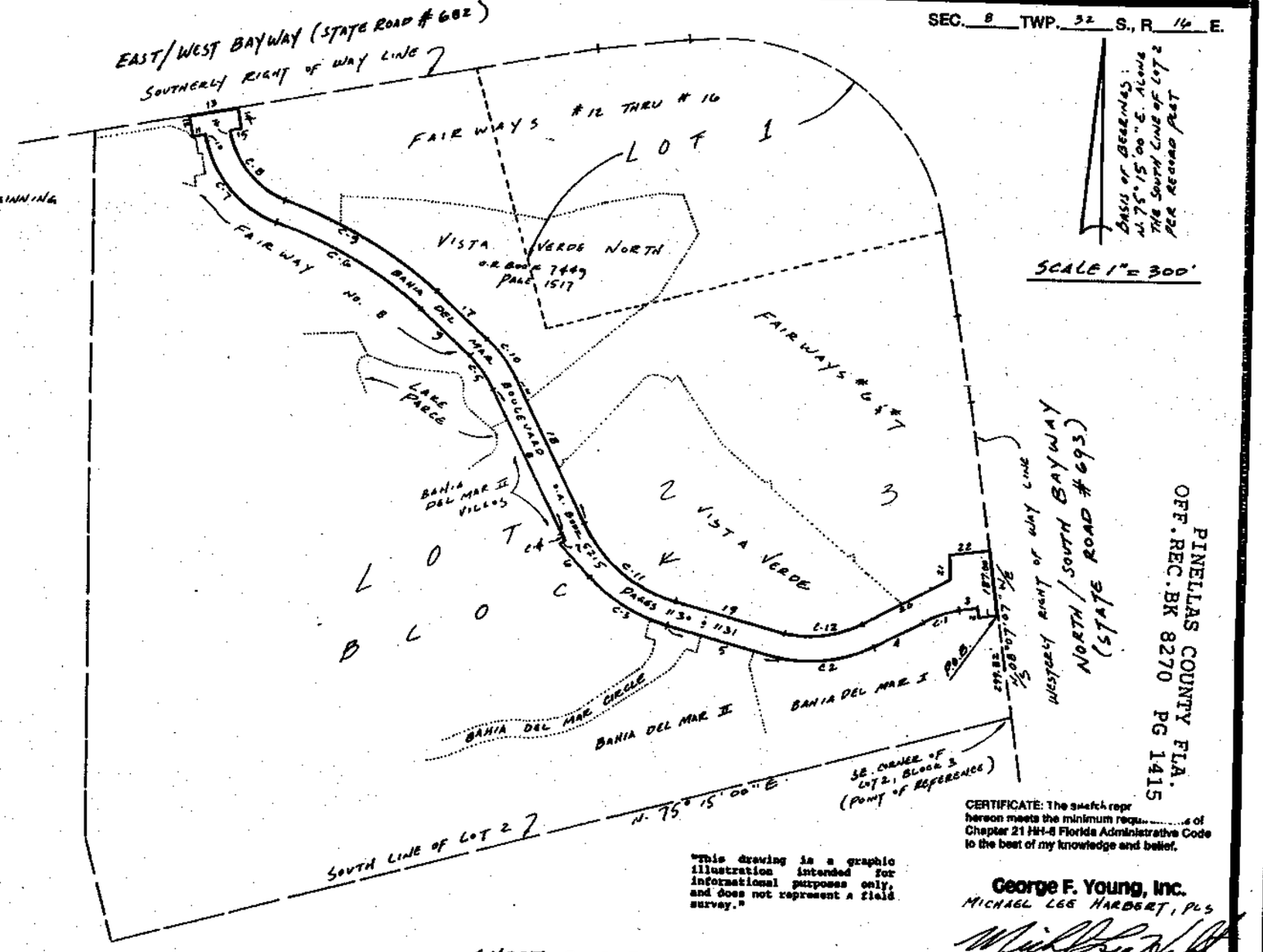
SEC. 8 TWP. 32 S., R. 16 E.

1.	S 83°54'08" W	60.00'
2.	N 08°07'07" W	35.00'
3.	S 83°54'08" W	51.06'
4.	S 61°50'00" W	161.40'
5.	N 74°30'00" W	323.32'
6.	N 43°21'42" W	127.00'
7.	N 61°00'00" E	16.00'
8.	N 26°30'00" W	454.77'
9.	N 46°56'00" W	200.00'
10.	N 10°00'00" W	18.00'
11.	S 79°59'55" W	35.00'
12.	N 10°00'00" W	60.00'
13.	N 79°59'55" E	142.00'
14.	S 10°00'00" E	60.00'
15.	S 79°59'55" W	35.00'
16.	S 10°00'00" E	18.00'
17.	S 46°56'00" E	200.00'
18.	S 26°30'00" E	454.77'
19.	S 74°30'00" E	323.32'
20.	N 61°50'00" E	284.39'
21.	N 08°07'07" W	55.08'
22.	N 81°52'53" E	126.00'

LEGEND

P.O.B. = POINT OF BEGINNING
R = RADIUS
A = ARC
C = CHORD

	RADIUS	ARC	CHORD	BEARING
C-1	280.00'	107.85'	107.18'	S 72°52'04" W
C-2	372.00'	283.51'	276.70'	S 83°40'00" W
C-3	496.00'	269.56'	266.25'	N 58°55'51" W
C-4	496.00'	21.64'	21.64'	N 27°45'00" W
C-5	324.00'	115.55'	114.94'	N 36°43'00" W
C-6	1069.85'	487.29'	483.09'	N 59°58'54" W
C-7	296.00'	325.62'	309.45'	N 41°30'54" W
C-8	224.00'	246.42	234.18'	S 41°30'54" E
C-9	1141.85'	520.08'	515.60'	S 59°58'54" E
C-10	396.00'	141.23'	140.48'	S 36°43'00" E
C-11	424.00'	355.21'	344.91'	S 50°30'00" E
C-12	300.00'	228.64'	223.15'	N 83°40'00" E



PINELLAS COUNTY FLA.
OFF.REC.BK 8270 PG 1415

"This drawing is a graphic illustration intended for informational purposes only, and does not represent a field survey."

CERTIFICATE: The sketch repr hereon meets the minimum requ... of Chapter 21 HH-6 Florida Administrative Code to the best of my knowledge and belief.

George F. Young, Inc.
MICHAEL LEE HARBERT, PLS

Florida Surveyor's Reg'n. No. 4995
SKETCH NOT VALID UNLESS SIGNED AND EMBOSSED WITH SEAL

SKETCH FOR SHAPO, FREEDMAN & FLETCHER, P.A.
NAME SKETCH OF DESCRIPTION
ORDER NO. 91-13-1028-00
DATE 04/23/93

SHEET 2 OF 2

This sketch is made for the exclusive use of the current owners of the property and also those who purchase, mortgage or guarantee the title thereto within one (1) year from date hereof:

PINELLAS COUNTY FLA.
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EXHIBIT K

LEGAL DESCRIPTION OF THE BAHIA DEL MAR CIRCLE

299 Ninth Street North
St. Petersburg, Florida 33731-0683
(813) 822-4317 FAX (813) 822-2919

PINELLAS COUNTY FLA.
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EXHIBIT K

LEGAL DESCRIPTION
BAHIA DEL MAR CIRCLE

From the Southeast corner of Lot 2, Block 3, BAYWAY ISLE - WEST ISLAND, as recorded in Plat Book 67, Pages 41, 42 and 43, Public Records of Pinellas County, Florida as a Point of Reference, said Point also being on the Westerly right-of-way line of North/South Bayway (State Road #693); thence along said line N.08°07'07"W., 299.32 feet; thence leaving said line S.83°54'08"W., 60.00 feet; thence N.08°07'07"W., 35.00 feet; thence S.83°54'08"W., 51.06 feet to a point of curve; thence along the arc of a curve to the left, Radius 280.00 feet, Arc 107.85 feet, Chord S.72°52'04"W., 107.18 feet to a point of tangency; thence S.61°50'00"W., 161.40 feet to a point of curve; thence along the arc of a curve to the right, Radius 372.00 feet, Arc 283.51 feet, Chord. S.83°40'00"W., 276.70 feet to a point of tangency; thence N.74°30'00"W., 226.02 feet to the POINT OF BEGINNING; thence S.15°30'00"W., 50.00 feet; thence N.74°30'00"W., 37.50 feet to a point on a curve; thence along the arc of a curve to the right, concave to the Northwest, Radius 181.26 feet, Arc 94.82 feet, Chord S.40°00'47"W., 93.74 feet to a point of tangency; thence S.55°00'00"W., 264.38 feet to a point of curve; thence along the arc of a curve to the right, Radius 271.72 feet, Arc 203.92 feet, Chord S.76°30'00"W., 199.17 feet to a point of reverse curve; thence along the arc of a curve to the left, Radius 228.00 feet, Arc 143.59 feet, Chord S.79°57'30"W., 141.23 feet to a point of reverse curve; thence along the arc of a curve to the right, Radius 472.00 feet, Arc 146.22 feet, Chord S.70°47'30"W., 145.64 feet to a point of reverse curve; thence along the arc of a curve to the left, Radius 153.00 feet, Arc 85.58 feet, Chord S.63°38'30"W., 84.47 feet to a point of reverse curve; thence along the arc of a curve to the right, Radius 202.00 feet, Arc 149.43 feet, Chord S.68°48'30"W., 146.04 feet to a point of tangency; thence West, 193.39 feet to a point of curve; thence along the arc of a curve to the right, Radius 244.90 feet, Arc 382.22 feet, Chord N.45°17'18"W., 344.59 feet to a point of reverse curve; thence along the arc of a curve to the left, Radius 416.00 feet, Arc 196.62 feet, Chord N.14°06'58"W., 194.79 feet to a point of reverse curve; thence along the arc of a curve to the right, Radius 222.00 feet, Arc 288.18 feet, Chord N.09°31'52"E., 268.37 feet to a point of tangency; thence N.46°43'10"E., 193.50 feet to a point of curve; thence along the arc of a curve to the right, Radius 172.00 feet, Arc 90.79 feet, Chord N.61°50'30"E., 89.74 feet to a point of compound curve; thence along the arc of a curve to the right, Radius 129.00 feet, Arc 130.74 feet, Chord S.74°00'03"E., 125.22 feet to a point of tangency; thence S.44°57'56"E., 205.52 feet to a point of curve; thence along the arc of a curve to the left, Radius 49.00 feet, Arc 79.56 feet, Chord N.88°31'21"E., 71.10 feet to a point of tangency; thence N.42°00'37"E., 143.52 feet; thence N.43°07'16"E., 169.75 feet to a point on a curve; thence along the arc of a curve to the right, Radius 17.00 feet, Arc 24.53 feet, Chord N.57°33'02"E., 22.45 feet; thence N.48°52'51"E., 81.23 feet; thence along the arc of a curve to the left, Radius 30.00 feet, Arc 23.31 feet, Chord N.26°37'04"E., 22.73 feet to the Southernmost corner of Fairway No. 8; thence N.50°23'06"E., along the Southerly line of said Fairway No. 8, 63.46 feet to its intersection with the Westerly line of Bahia Del Mar Boulevard as described and recorded in Official Records Book 5215, page 1130, Public Records of Pinellas County, Florida; thence S.26°30'00"E., along said Westerly line, 342.31 to a point of curve; thence along the arc of a curve to the left, Radius 496.00 feet, Arc 21.64 feet, Chord S.27°45'00"E., 21.64 feet; thence along a non-tangent line, S.61°00'00"W., 16.00 feet; thence S.43°21'42"E., 30.60 feet; thence S.63°30'00"W., 44.87 feet; thence N.26°30'00"W., 172.00 feet to a point of curve; thence along the arc of a curve to the left, Radius 112.12 feet, Arc 69.22 feet, Chord N.44°11'07"W., 68.12 feet to a point of reverse curve; thence along the arc of a curve to the right, Radius 64.00 feet, Arc 41.77 feet, Chord N.43°10'23"W., 41.03 feet to a point of reverse curve; thence along the arc of a curve to the left, Radius 15.00 feet, Arc 28.53 feet, Chord N.78°58'01"W., 24.42 feet to a point of reverse

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Since 1919
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curve; thence along the arc of a curve to the right, Radius 144.00 feet, Arc 48.63 feet, Chord S.56°12'57"W., 48.44 feet to a point of reverse curve; thence along the arc of a curve to the left, Radius 104.00 feet, Arc 41.33 feet, Chord S.54°30'20"W., 41.06 feet to a point of tangency; thence S.43°07'16"W., 133.14 feet; thence S.42°00'37"W., 143.16 feet to a point of curve; thence along the arc of a curve to the right, Radius 87.00 feet, Arc 141.25 feet, Chord S.88°31'21"W., 126.24 feet to a point of tangency; thence N.44°57'56"W., 198.21 feet to a point of curve; thence along the arc of curve to the left, Radius 91.00 feet, Arc 82.71 feet. Chord N.71°00'11"W., 79.89 feet to a point of compound curve; thence along the arc of a curve to the left, Radius 128.00 feet, Arc 80.96 feet, Chord S,64°50'20"W., 79.62 feet to a point of tangency; thence S.46°43'10"W., 193.50 feet to a point of curve; thence along the arc of a curve to the left, Radius 178.00 feet, Arc 231.06 feet, Chord S.09°31'52"W., 215.18 feet to a point of reverse curve; thence along the arc of a curve to the right, Radius 460.00 feet, Arc 217.42 feet, Chord S.14°06'58"E., 215.40 feet to a point of reverse curve; thence along the arc of a curve to the left, Radius 200.90 feet, Arc 313.55 feet, Chord S.45°17'18"E., 282.68 feet to a point of tangency; thence East 193.39 feet to a point of curve; thence along the arc of a curve to the left, Radius 158.00 feet, Arc 116.88 feet, Chord N.68°48'30"E., 114.23 feet to a point of reverse curve; thence along the arc of a curve to the right, Radius 197.00 feet, Arc 110.20 feet, Chord N.63°38'30"E., 108.77 feet to a point of reverse curve; thence along the arc of a curve to the left, Radius 428.00 feet, Arc 132.59 feet, Chord N.70°47'30"E., 132.06 feet to a point of reverse curve; thence along the arc of a curve to the right, Radius 272.00 feet, Arc 171.30 feet, Chord N.79°57'30"E., 168.48 feet to a point of reverse curve; thence along the arc of a curve to the left, Radius 227.72 feet, Arc 170.90 feet, Chord N.76°30'00"E., 166.92 feet to a point tangency; thence N.55°00'00"E., 233.73 feet to a point of curve; thence along the arc of a curve to the left, Radius 65.00 feet, Arc 44.81 feet, Chord N.35°15'00"E., 43.93 feet to a point of tangency; thence N.15°30'00"E., 39.61 feet; thence N.74°30'00"W., 35.00 feet; thence N.15°30'00"E., 52.81 feet to a point on a curve; thence along the arc of a non-tangent curve to the left, concave to the Northeast, Radius 496.00 feet, Arc 52.80 feet, Chord S.71°27'02"E., 52.77 feet to a point of tangency; thence S.74°30'00"E., 97.30 feet to the POINT OF BEGINNING. Subject to a perpetual and nonexclusive easement for ingress/egress in favor of Isla Del Sol, Inc., A Florida Corporation, its successors, assignees, guests, invitees and any and all unit owners, their successors, assignees, guests or invitees of any Bahia Del Mar Condominium within Area 6 now existing to to be created in the future.

St. Petersburg, Florida

PREPARED BY: GEORGE F. YOUNG, INC.
PREPARED FOR: SHAPO, FREEDMAN & FLETCHER, P.A.
DATE: MARCH 18, 1993
ORDER NO.: 91-13-1028-00

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH HEREON MEET THE MINIMUM REQUIREMENTS OF CHAPTER 21HH-6, FLORIDA ADMINISTRATIVE CODE. NOT VALID UNLESS SIGNED AND EMBOSSED WITH SEAL.

Michael L. Harbert, PLS
Florida Surveyor's Reg'n. No. 4995

Revised 3/3/93 Geometry at Fairway No. 8

SEC. 8, TWP. 32 S., RNG. 16 E.

SCALE 1" = 100'

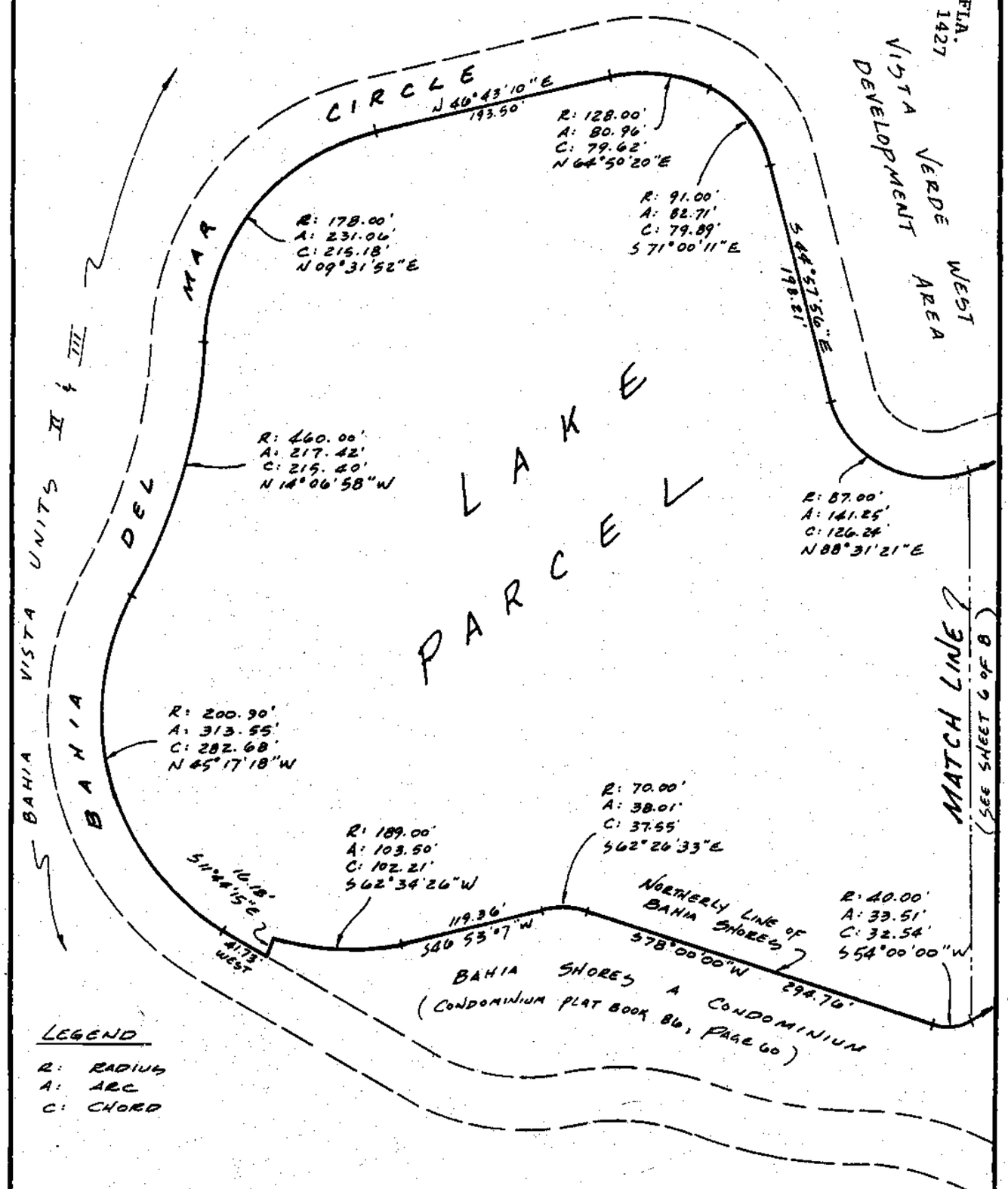
BASIS OF BEARINGS: (SEE SHEET 6 OF 8)

PINELLAS COUNTY FLA.
OFF. REC. BK 8270 PG 1427

NOTE:

Limits of Lot 2, Block 3, "BAYWAY ISLE - WEST ISLAND" are extensive and not graphically shown hereon.

"This drawing is a graphic illustration intended for informational purposes only, and does not represent a field survey."



LEGEND

R: RADIUS
A: ARC
C: CHORD

EXHIBIT L
SKETCH OF DESCRIPTION

SKETCH FOR: SHAPO, FREEDMAN & FLETCHER, P.A.

JOB No. 91-13-1028-00

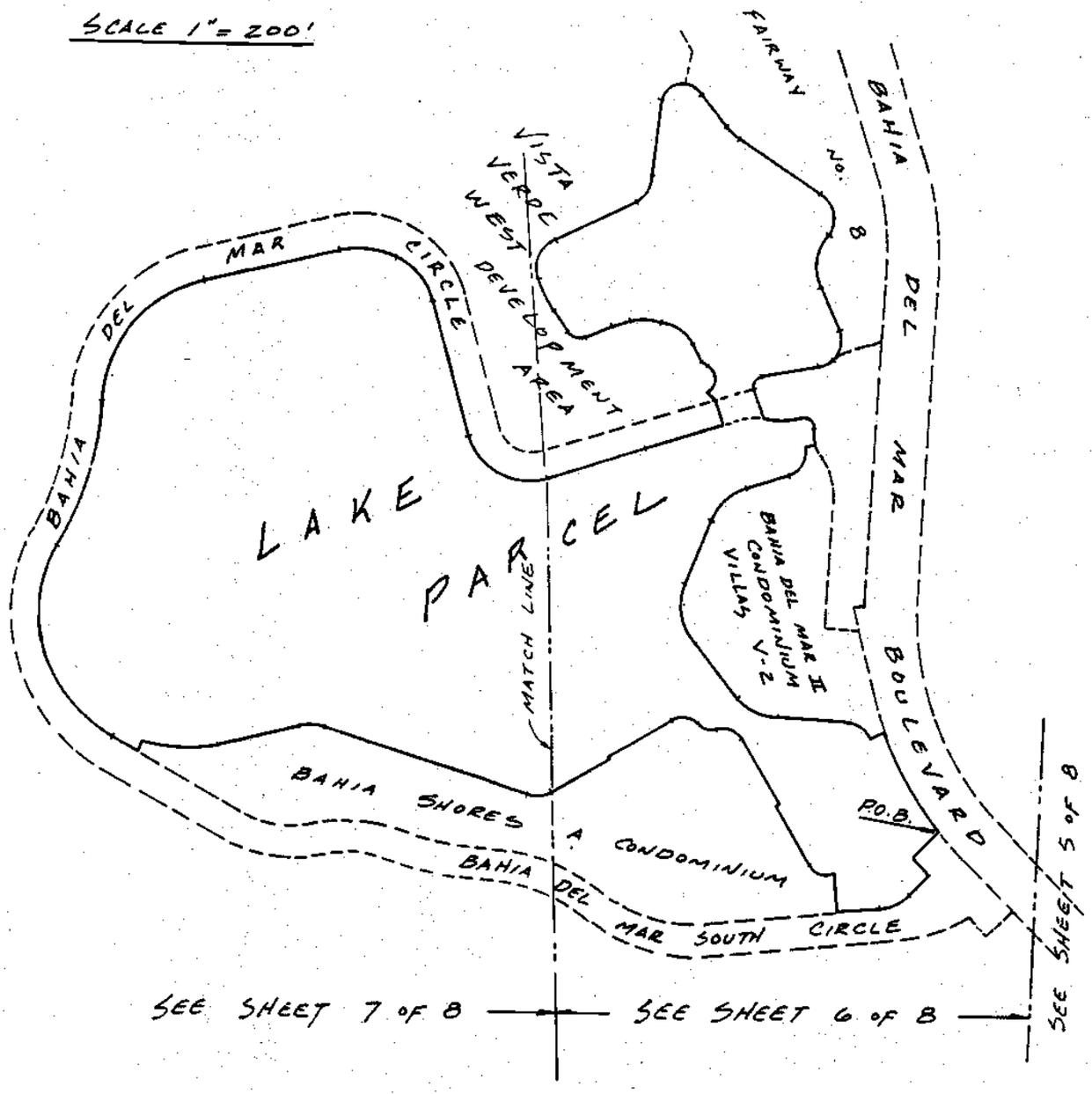
SEC. 8 , TWP. 32 S., RNG. 16 E

PINELLAS COUNTY FLA.
OFF.REC.BK 8270 PG 1428

NOTE = THIS OVERALL SKETCH IS FOR ORIENTATION PURPOSES ONLY. FOR LEGAL DESCRIPTION AND DIMENSIONED SKETCH SEE SHEETS 1 OF 8 THROUGH SHEET 7 OF 8.

BASIS OF BEARINGS (SEE SHEET 6 OF 8)

SCALE 1" = 200'

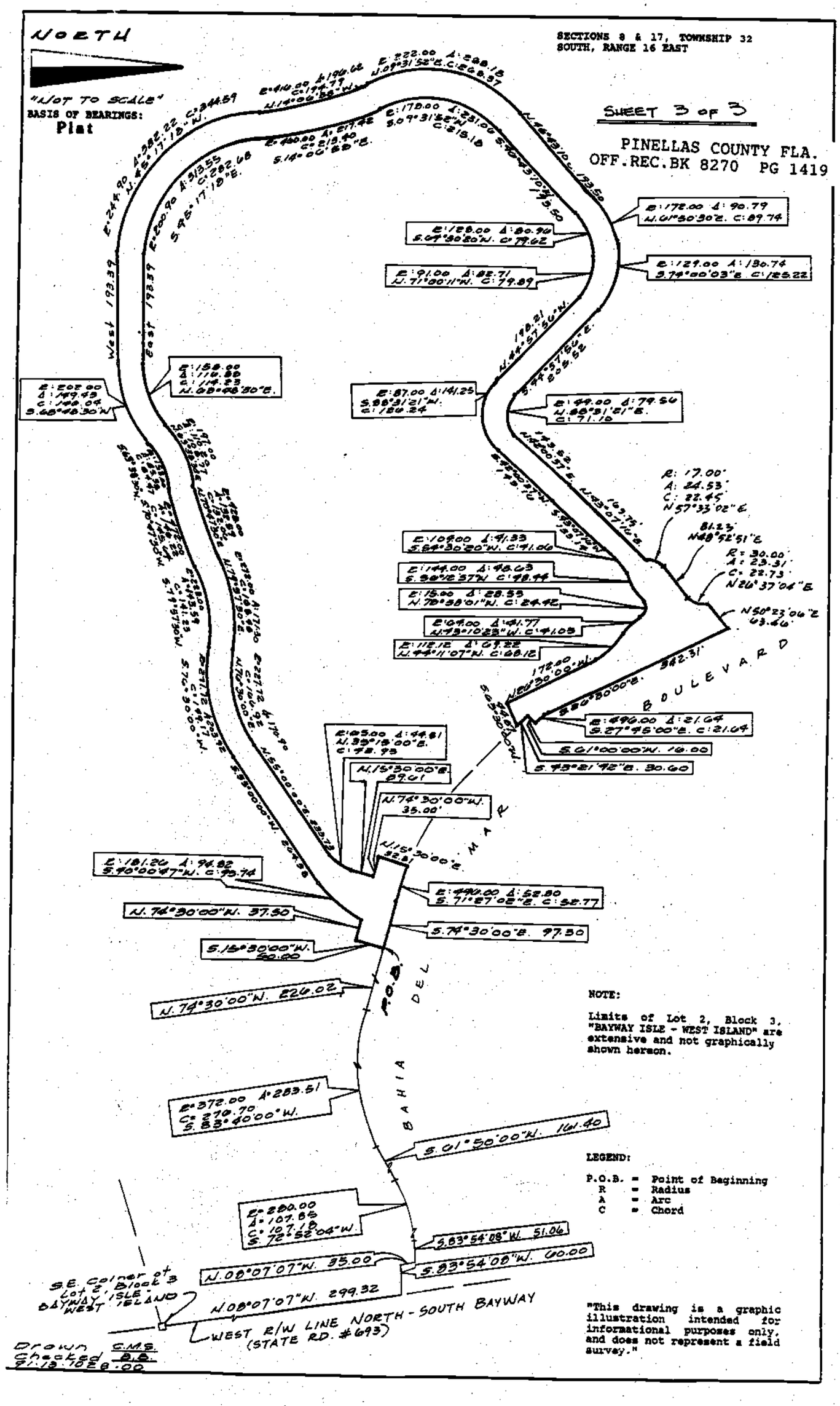


SKETCH OF DESCRIPTION
EXHIBIT L

"This drawing is a graphic illustration intended for informational purposes only, and does not represent a field survey."

SKETCH FOR = SHAPO, FREEDMAN & FLETCHER, P.A.
JOB No. 91-13-1028-00

SHEET 8 OF 8



NOTE:

Limits of Lot 2, Block 3, "BAYWAY ISLE - WEST ISLAND" are extensive and not graphically shown hereon.

LEGEND:

P.O.B. = Point of Beginning
R = Radius
A = Arc
C = Chord

"This drawing is a graphic illustration intended for informational purposes only, and does not represent a field survey."

EXHIBIT L

LEGAL DESCRIPTION OF THE BAHIA LAKE

299 Ninth Street North
St. Petersburg, Florida 33731-0683
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EXHIBIT L

LEGAL DESCRIPTION
LAKE PARCEL IN SOUTHWEST QUADRANT
ISLA DEL SOL

From the Southeast Corner of Lot 2, Block 3, Bayway Isle-West Island as recorded in Plat Book 67, Pages 41, 42 and 43, Records of Pinellas County, Florida as a Point of Reference, said Point also being on the Westerly Right-of-Way line of North/South Bayway (State Road #693); thence along said line N.08°07'07"W., 299.32 feet to the Southerly line of Bahia Del Mar Boulevard as described and recorded in Official Records Book 5215, Page 1130, Public Records of Pinellas County, Florida.

Thence along said Southerly line S.83°54'08"W., 60.00 feet; thence N.08°07'07"W., 35.00 feet; thence S.83°54'08"W., 51.06 feet to a Point of Curve; thence along Arc of a curve to the left, radius 280.00 feet; arc 107.85 feet, chord S.72°52'04"W., 107.18 feet to a Point of Tangency; thence S.61°50'00"W., 161.40 feet to a Point of Curve; thence along the Arc of a curve to the right, radius 372.00 feet; Arc 283.51 feet; chord S.83°40'00"W., 276.70 feet to a Point of Tangency; thence N.74°30'00"W., 323.32 feet; to a Point of Curve; thence along the Arc of a curve to the right, radius 496.00 feet; Arc 52.80 feet, chord N.71°27'02"W., 52.77 feet to the POINT OF BEGINNING; thence leaving said Southerly line and along the Northerly line of Revised Exhibit "D" Bahia Del Mar Circle utility and drainage area as shown and described in sketch of Description prepared by George F. Young, Inc., dated January 18, 1991, Order No. 90-13-0906-00 by the following five (5) courses;

1. **S.15°30'00"W., 52.81 feet;**
2. **S.74°30'00"E., 35.00 feet;**
3. **S.15°30'00"W., 39.61 feet;**
4. **44.81 feet along the arc of a curve to the right, having a radius of 65.00 feet and chord of S.35°15'00"W., 43.93 feet;**
5. **S.55°00'00"W., 59.98 feet to the Easterly corner of <u>BAHIA SHORES, A CONDOMINIUM</u> as recorded in Condominium Plat Book 86 at Page 60, Public Records of Pinellas County, Florida; thence leaving said Northerly line and along the Northerly line of said <u>BAHIA SHORES, A CONDOMINIUM</u> by the following seventeen (17) courses:**

1. **N.35°00'00"W., 54.41 feet;**
2. **37.74 feet along the arc of a curve to the right, having a radius of 25.00 feet and chord of S.76°45'00"W., 34.26 feet;**
3. **N.60°00'00"W., 96.67 feet;**
4. **N.30°00'00"E., 5.17 feet;**
5. **N.60°00'00"W., 104.67 feet;**
6. **38.76 feet along the arc of a curve to the left, having a radius of 30.00 feet and chord of S.82°59'18"W., 36.12 feet;**
7. **30.39 feet along the arc of a curve to the right, having a radius of 30.00 feet and chord of S.75°00'00"W., 29.11 feet;**

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8. 38.76 feet along the arc of a curve to the left, having a radius of 30.00 feet and chord of S.67°00'42"W., 36.12 feet;
9. S.30°00'00"W., 104.67 feet;
10. S.60°00'00"E., 5.17 feet;
11. S.30°00'00"W., 93.92 feet;
12. 33.51 feet along the arc of a curve to the right, having a radius of 40.00 feet and chord of S.54°00'00"W., 32.54 feet;
13. S.78°00'00"W., 294.76 feet;
14. 38.01 feet along the arc of curve to the left, having a radius of 70.00 feet and chord of S.62°26'33"E., 37.55 feet;
15. S.46°53'07"W., 119.36 feet;
16. 103.50 feet along the arc of a curve to the right, having a radius of 189.00 feet and chord of S.62°34'26"W., 102.21 feet;
17. S.11°44'15"E., 16.18 feet to the aforesaid Northerly line of Bahia Del Mar Circle; thence leaving said Northerly line of said BAHIA SHORES, A CONDOMINIUM and along said Bahia Del Mar Circle by the following eleven (11) courses:

1. West, 41.73 feet;
2. 313.55 feet along the arc of a curve to the right, having a radius of 200.90 feet and chord of N.45°17'18"W., 282.68 feet;
3. 217.42 feet along the arc of a curve to the left, having a radius of 460.00 feet and chord of N.14°06'58"W., 215.40 feet;
4. 231.06 feet along the arc of a curve to the right, having a radius of 178.00 feet and chord of N.9°31'52"E., 215.18 feet;
5. N.46°43'10"E., 193.50 feet;
6. 80.96 feet along the arc of a curve to the right, having a radius of 128.00 feet and chord of N.64°50'20"E., 79.62 feet;
7. 82.71 feet along the arc of a curve to the right, having a radius of 91.00 feet and chord of S.71°00'11"E., 79.89 feet;
8. S.44°57'56"E., 198.21 feet;
9. 141.25 feet along the arc of a curve to the left, having a radius of 87.00 feet and chord of N.88°31'21"E., 126.24 feet;
10. N.42°00'37"E., 143.16 feet;
11. N.43°07'16"E., 113.72 feet; thence leaving said Bahia Del Mar Circle, N.46°52'44"W., 38.00 feet to Easterly most corner of Revised Vista Verde West Development Area as shown and described in Sketch of Description prepared by George F. Young, Inc., dated January 13, 1992, Order No. 90-13-0938-00; thence along the Northeasterly line of said revised Vista Verde West Development Area by the following fifteen (15) courses:

1. N.77°03'00"W., 17.43 feet;
2. 45.32 feet along the arc of a curve to the left, having a radius of 20.00 feet and chord of N.29°29'14"W., 36.23 feet;

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3. N.87°12'58"W., 9.27 feet;
4. N.55°57'02"W., 28.06 feet;
5. 52.65 feet along the arc of a curve to the left, having a radius of 56.00 feet and chord of N86°10'48"W., 50.74 feet;
6. 46.61 feet along the arc of a curve to the left, having a radius of 88.00 feet and chord of S.63°41'08"W., 46.07 feet;
7. S.43°15'28"W., 25.34 feet;
8. S.37°42'04"W., 45.41 feet;
9. 26.26 feet along the arc of a curve to the right, having a radius of 24.00 feet and chord of S.85°04'14"W., 24.97 feet;
10. N.63°03'58"W., 37.59 feet;
11. 50.44 feet along the arc of a curve to the right, having a radius of 154.81 feet and chord of N.53°25'43"W., 50.22 feet;
12. 58.97 feet along the arc of a curve to the right, having a radius of 42.19 feet and chord of N.6°37'56"W., 54.29 feet;
13. N.33°51'07"E., 125.30 feet;
14. 42.20 feet along the arc of a curve to the left, having a radius of 42.76 feet and chord of N.5°08'31"E., 40.51 feet;
15. N.23°08'07"W., 101.69 feet; thence continue along said Vista Verde West Development Area and the Southwesterly Bounds of Fairway No. 8 by the following eight (8) courses:

1. 83.05 feet along the arc of a curve to the right, having a radius of 31.00 feet and chord of N.43°17'25"E., 60.35 feet;
2. S.69°02'21"E., 56.37 feet;
3. 23.71 feet along the arc of a curve to the left, having a radius of 77.89 feet and chord of S.76°06'38"E., 23.62 feet;
4. S.86°28'55"E., 135.45 feet;
5. 63.11 feet along the arc of a curve to the right, having a radius of 45.40 feet and chord of S.46°39'56"E., 58.15 feet;
6. 80.99 feet along the arc of a curve to the left, having a radius of 66.26 feet and chord of S.17°52'05"E., 76.04 feet;
7. S.52°53'07"E., 65.35 feet;
8. 44.46 feet along the arc of a curve to the right, having a radius of 42.44 feet and chord of S.25°39'19"E., 42.45 feet to the Southernmost corner of said Fairway No. 8; thence leaving the said bounds of Fairway No. 8, 23.31 feet along the arc of a curve to the right, having a radius of 30.00 feet and chord of S.26°37'04"W., 22.73 feet; thence S.48°52'51"W., 81.23 feet; thence 24.53 feet along the arc of a curve to the left, having a radius of 17.00 feet and chord of S.7°33'02"W., 22.45 feet; thence S.46°52'44"E., 44.52 feet to a point on the Southerly line of aforesaid Revised Bahia Del Mar Circle; thence along said Southerly line by the following four (4) courses:

299 Ninth Street North
St. Petersburg, Florida 33731-0683
(813) 822-4317 FAX (813) 822-2919

George F. Young, Inc.
A Subsidiary of George F. Young of Florida, Inc.
Since 1919
ARCHITECTURE ■ ENGINEERING ■ PLANNING ■ SURVEYING ■ ENVIRONMENTAL

1. 4.31 feet along the arc of a curve to the right, having a radius of 104.00 feet and a chord of N.64°42'13"E., 4.31 feet;
2. 48.63 feet along the arc of a curve to the left, having a radius of 144.00 feet and chord of N.56°12'57"E., 48.40 feet;
3. 28.53 feet along the arc of a curve to the right, having a radius of 15.00 feet and chord of S.78°58'01"E., 24.42 feet;
4. 22.00 feet along the arc of a curve to the left, having a radius of 64.00 feet and chord of S.34°19'16"E., 21.89 feet to the

Northernmost corner of BAHIA DEL MAR II CONDOMINIUM, VILLAS V-2 as recorded in Condominium Plat Book 63 at Page 46, Public Records of Pinellas County, Florida; thence leaving said Southerly line of Revised Bahia Del Mar Circle and along the bounds of said BAHIA DEL MAR II CONDOMINIUM, VILLAS V-2 by the following eleven (11) courses:

1. S.45°49'57"W., 15.47 feet;
2. 52.32 feet along the arc of a curve to the right having a radius of 34.41 feet and chord of S.00°36'45"E., 47.42 feet;
3. S.43°00'00"W., 58.46 feet;
4. 66.10 feet along the arc of a curve to the left, having a radius of 75.00 feet and chord of S.17°45'00"W., 63.99 feet;
5. S.7°30'00"E., 96.84 feet;
6. 88.27 feet along the arc of a curve to the left, having a radius of 85.00 feet and chord of S.37°15'00"E., 84.36 feet;
7. S.67°00'00"E., 97.80 feet;
8. 64.80 feet along the arc of a curve to the left, having a radius of 75.00 feet and chord of N.88°15'00"E., 62.80 feet;
9. N.63°30'00"E., 97.82 feet;
10. 42.94 feet along the arc of a curve to the right, having a radius of 40.00 feet and chord of S.85°45'00"E., 40.90 feet;
11. N.35°00'00"E., 21.32 feet to a point on the Southwesterly line of aforesaid Bahia Del Mar Boulevard; thence 160.59 feet along the arc of a curve to the left, having a radius of 496.00 feet and chord of S.59°07'32"E., 159.89 feet to the POINT OF BEGINNING.

Lying and Being in Section 8, Township 32 South, Range 16 East, Pinellas County, Florida.

St. Petersburg, Florida

PREPARED BY:	GEORGE F. YOUNG, INC.
PREPARED FOR:	SHAPO, FREEDMAN & FLETCHER, P.A.
DATE:	MARCH 4, 1993
ORDER NO.:	91-13-1028-00

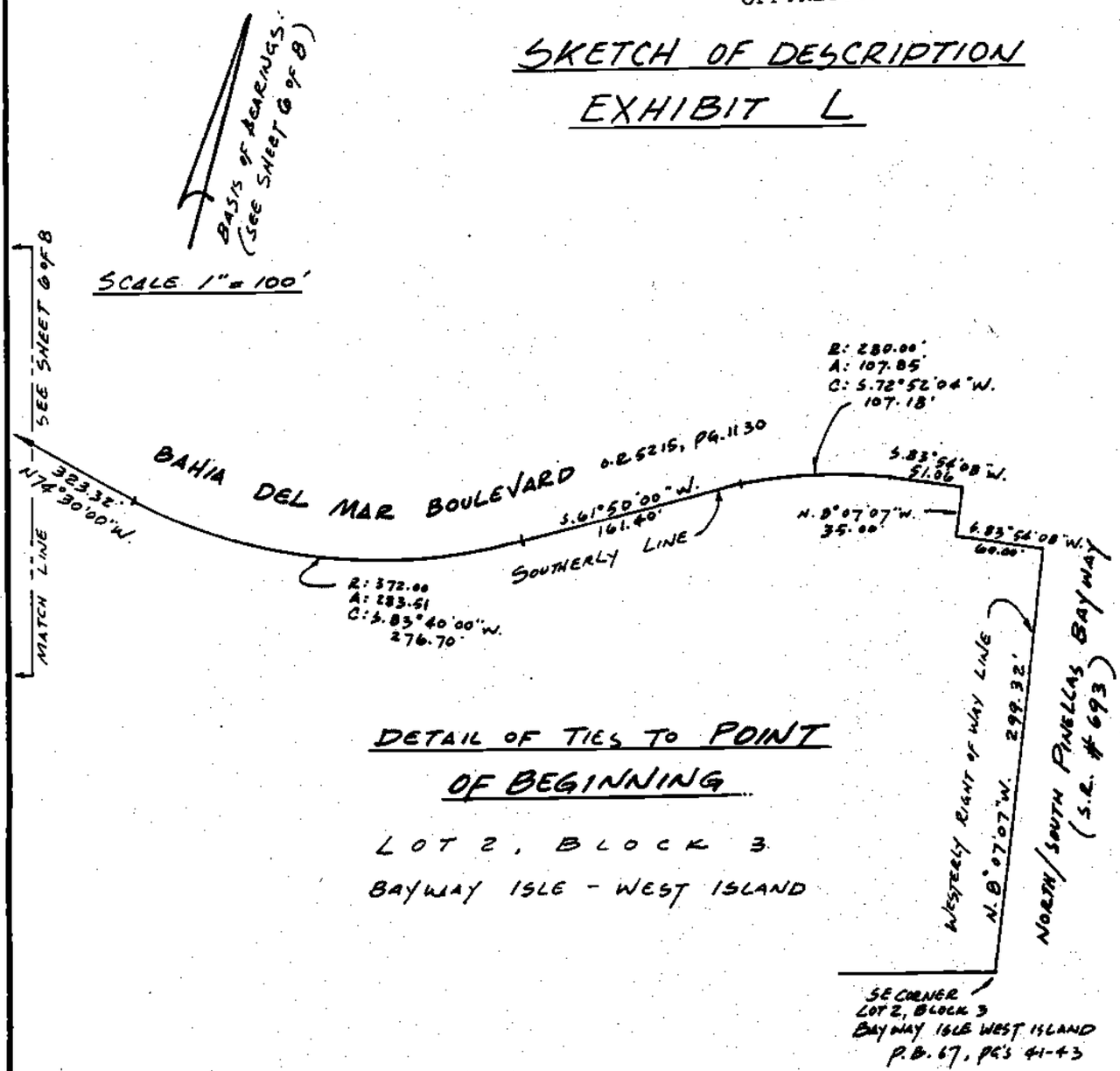
I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH HEREON MEET THE MINIMUM REQUIREMENTS OF CHAPTER 21HH-6, FLORIDA ADMINISTRATIVE CODE. NOT VALID UNLESS SIGNED AND EMBOSSED WITH SEAL.

Michael L. Harbert, PLS
Florida Surveyor's Reg'n. No. 4995

Sec. 8, Twp. 32 S., Rng. 16 E.

PINELLAS COUNTY FLA.
OFF.REC.BK 8270 PG 1425

SKETCH OF DESCRIPTION
EXHIBIT L



DETAIL OF TIES TO POINT OF BEGINNING

LOT 2, BLOCK 3
BAYWAY ISLE - WEST ISLAND

LEGEND:

P.O.B. = Point of Beginning
R = Radius
A = Arc
C = Chord

NOTE:

Limits of Lot 2, Block 3, "BAYWAY ISLE - WEST ISLAND" are extensive and not graphically shown hereon.

"This drawing is a graphic illustration intended for informational purposes only, and does not represent a field survey."

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE MINIMUM REQUIREMENTS OF CHAPTER 21HH-6, FLORIDA ADMINISTRATIVE CODE. NOT VALID UNLESS SIGNED AND EMBOSSED WITH SEAL.

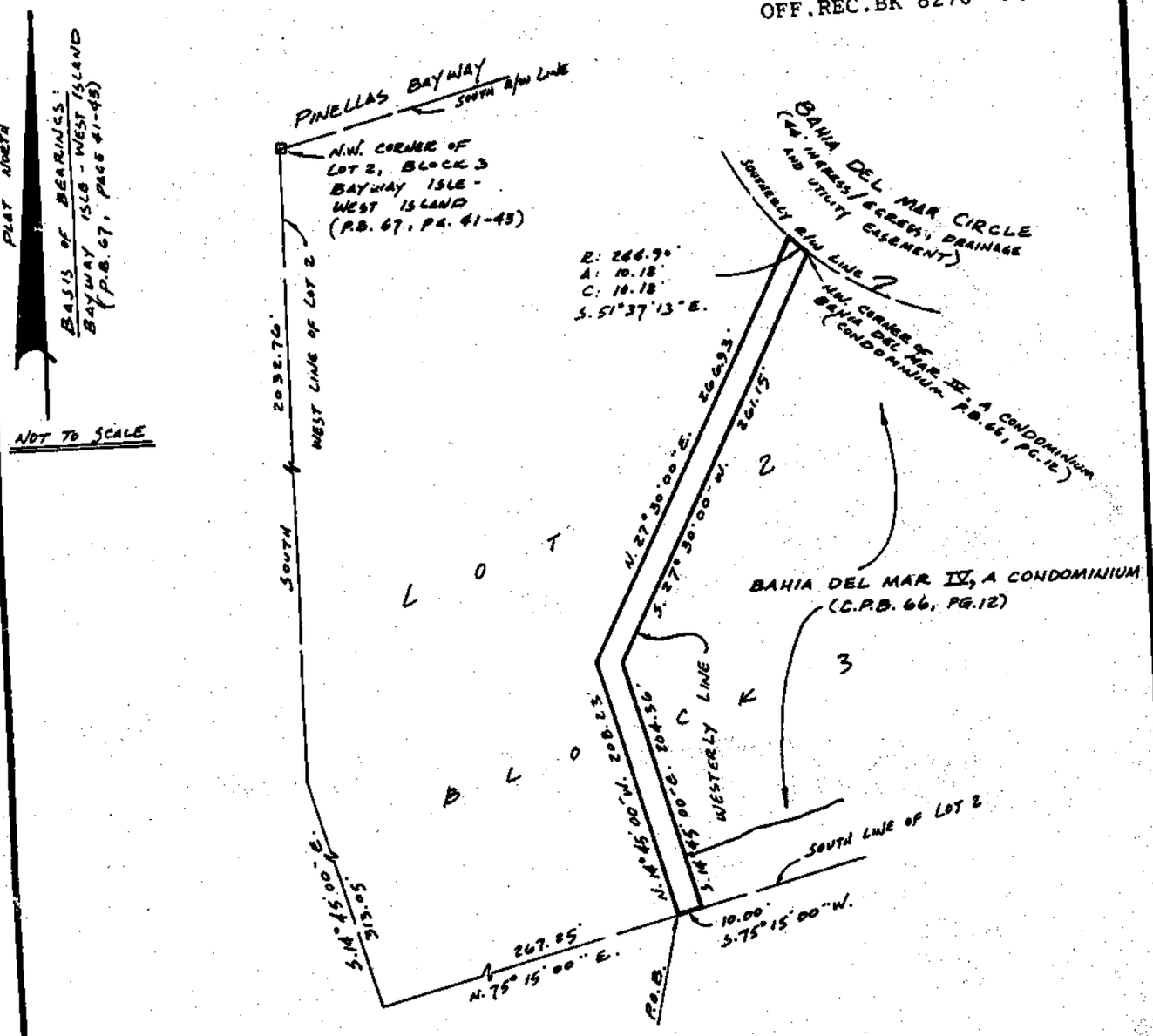
SKETCH BY: GEORGE F. YOUNG, INC.
SKETCH FOR: SHAPO, FREEDMAN & FLETCHER, P.A.
DATE: 3/4/93

JOB NO. 91-13-1028-00

Sheet 2 of 2

Section 17, Township 32 South, Range 16 East

PINELLAS COUNTY FLA.
OFF.REC.BK 8270 PG 1447



NOTE:

Limits of Lot 2, Block 3, "BAYWAY ISLE - WEST ISLAND" are extensive and not graphically shown hereon.

LEGEND:
P.O.B. = Point of Beginning
R : Radius
Δ : Arc
C : Chord

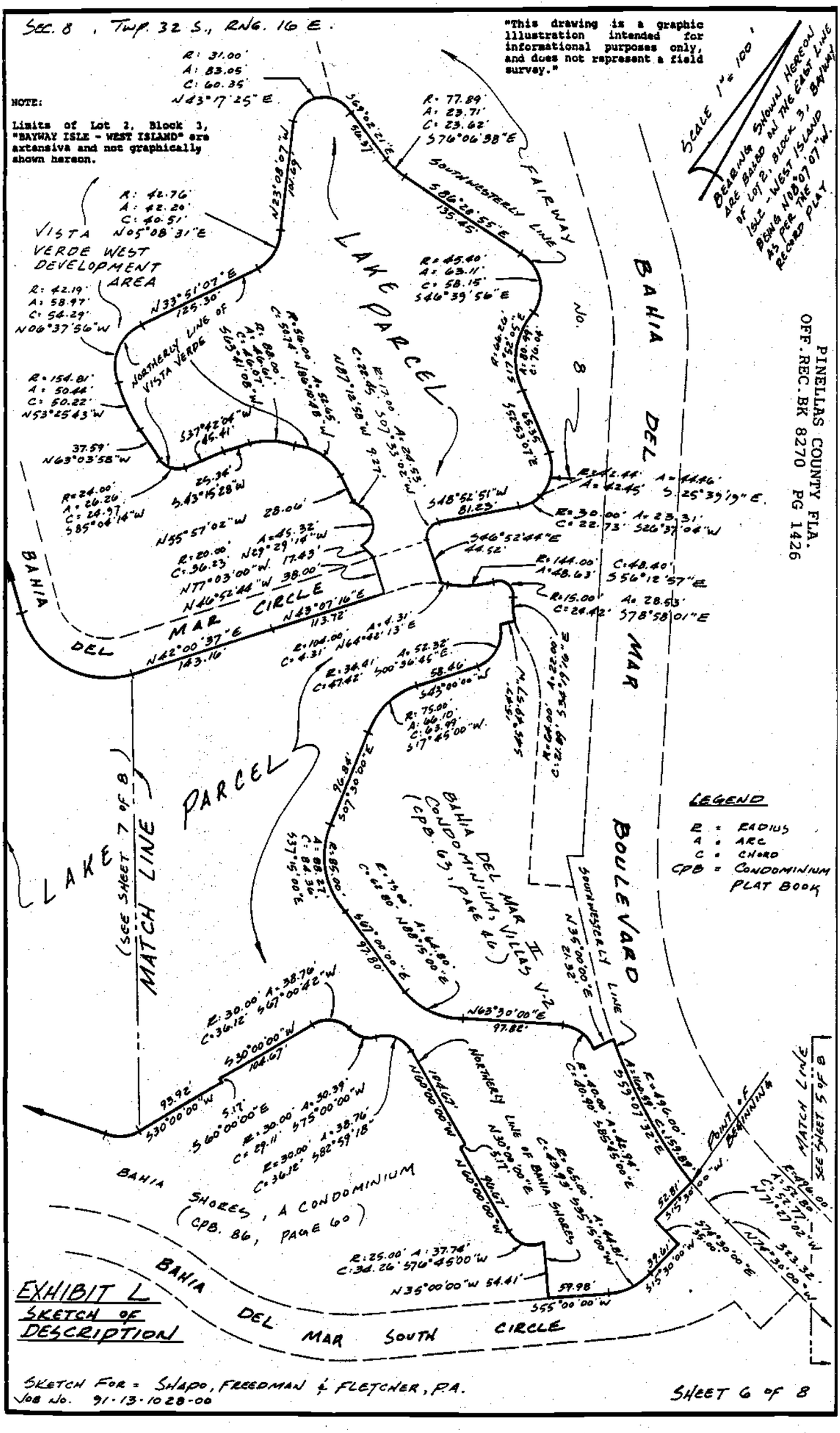
EXHIBIT O

BEACH ACCESS EASEMENT AREA

SKETCH OF DESCRIPTION

"This drawing is a graphic illustration intended for informational purposes only, and does not represent a field survey."

91-13-1028.00


SEC. 8 , TWP. 32 S., RNG. 16 E.
"This drawing is a graphic illustration intended for informational purposes only, and does not represent a field survey."
NOTE:
Limits of Lot 2, Block 3, "BAYWAY ISLE - WEST ISLAND" are extensive and not graphically shown hereon.
SCALE 1" = 100'
BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF LOT 2, BLOCK 3, BAYWAY ISLE - WEST ISLAND BEING N00°07'07"W. AS PER THE RECORD PLAT
PINELLAS COUNTY FLA. OFF. REC. BK 8270 PG 1426
VISTA VERDE WEST DEVELOPMENT AREA
LAKE PARCEL
FAIRWAY
BAHIA DEL MAR BOULEVARD
No. 8
BAHIA DEL MAR CIRCLE
LAKE PARCEL
MATCH LINE
(SEE SHEET 7 OF 8)
BAHIA DEL MAR CONDOMINIUM II (CPB. 63, PAGE 46)
BAHIA SHORES, A CONDOMINIUM (CPB. 86, PAGE 60)
BAHIA DEL MAR SOUTH CIRCLE
SOUTHWESTERLY LINE
NORTHERLY LINE OF VISTA VERDE
NORTHERLY LINE OF BAHIA SHORES
POINT OF BEGINNING
LEGEND
R = RADIUS
A = ARC
C = CHORD
CPB = CONDOMINIUM PLAT BOOK
EXHIBIT L
SKETCH OF DESCRIPTION
SKETCH FOR = SHAPO, FREEDMAN & FLETCHER, P.A.
JOB NO. 91-13-1028-00
SHEET 6 OF 8

PINELLAS COUNTY FLA.
OFF.REC.BK 8270 PG 1429

EXHIBIT M

DESCRIPTION OF DRAINAGE FACILITIES

Full size originals in Association's Minute Books.

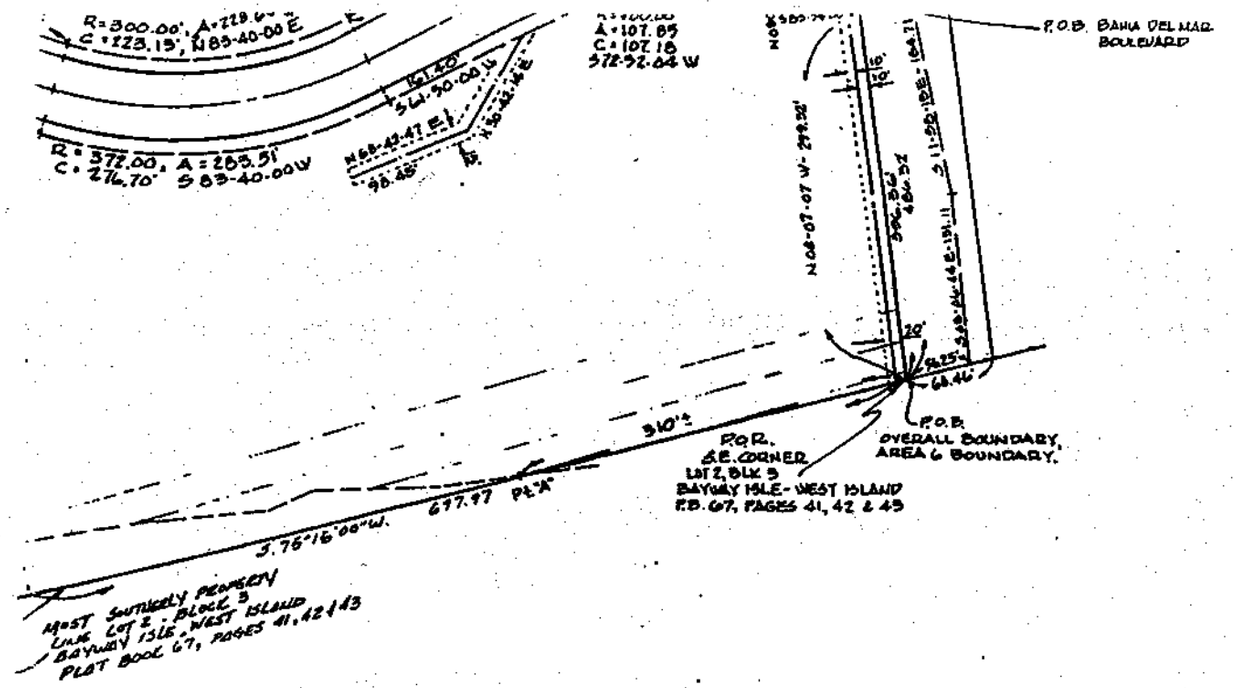


EXHIBIT M

George F. Young, Inc.
ARCHITECTS • ENGINEERS • PLANNERS • SURVEYORS

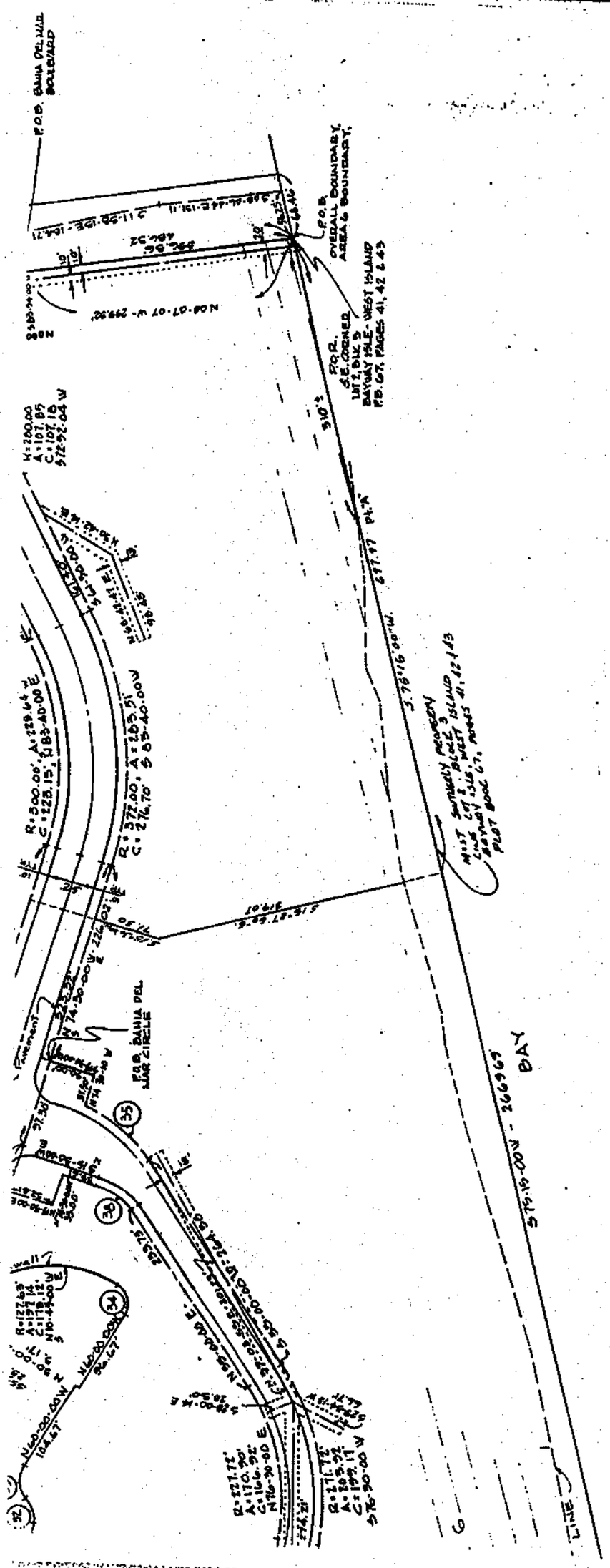
DESIGNED	APPROVED	SCALE 1"=100'
DRAWN D.T.A. & S.P.		DATE 1/12/88
CHECKED		DRAWING NO. 87-1-0671-000

MAP SHOWING INGRESS-EGRESS & UTILITY EASEMENT FOR ISLA DEL SOL, SOUTHWEST QUADRANT

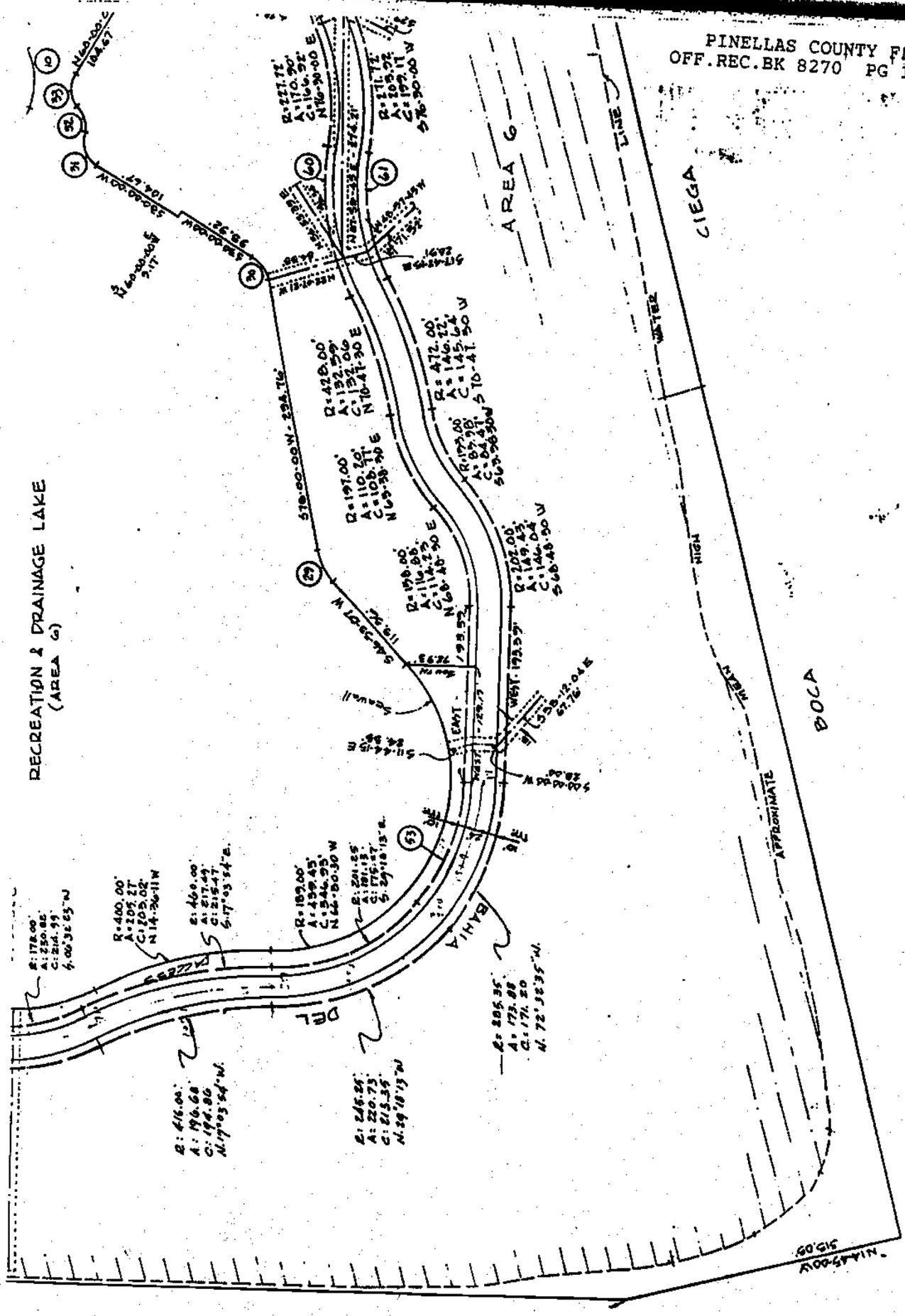
PINELLAS COUNTY FLA.
OFF. REC. BK 8270 PG 1430

Sheet 1 of 12

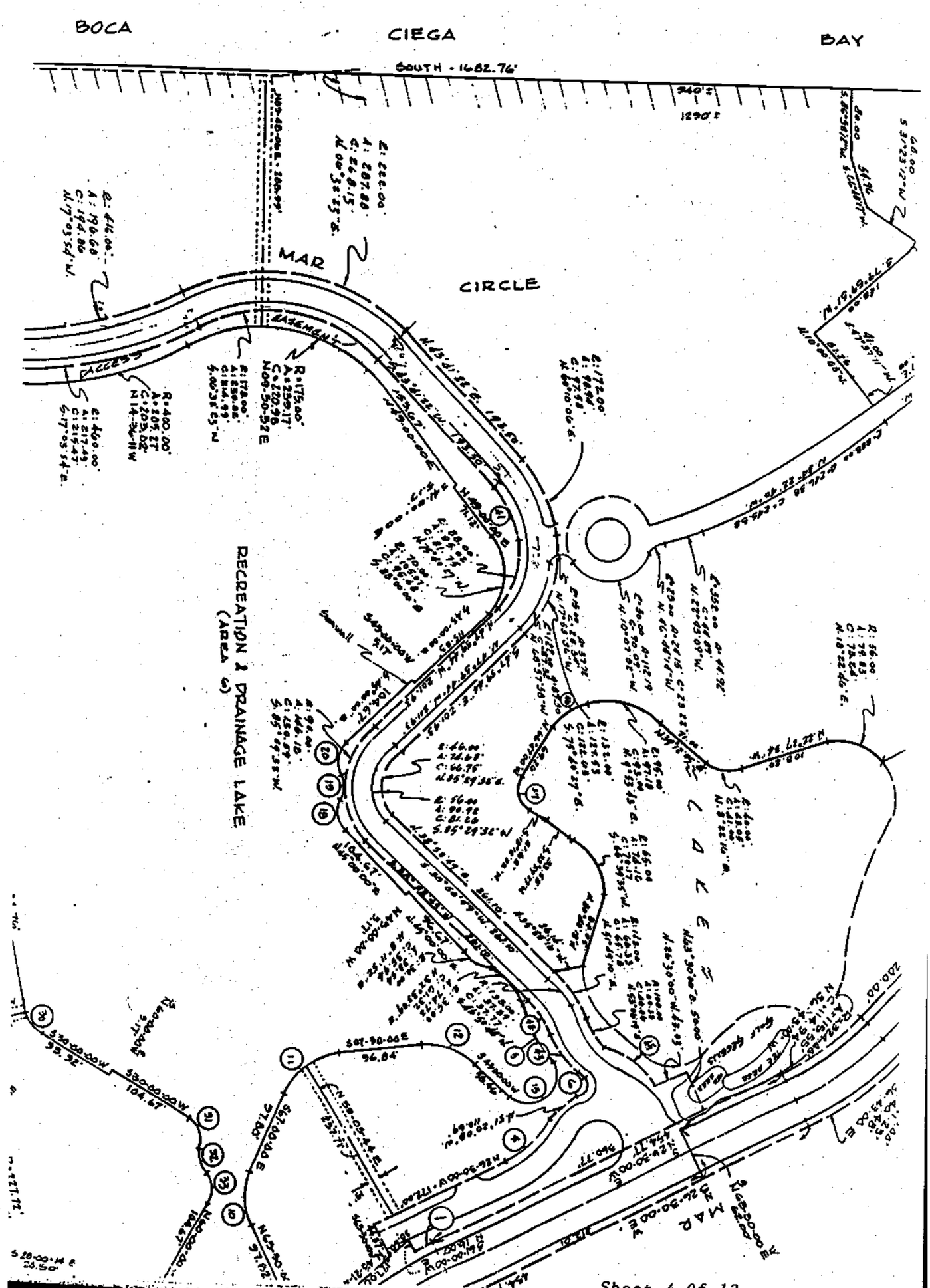
20431A

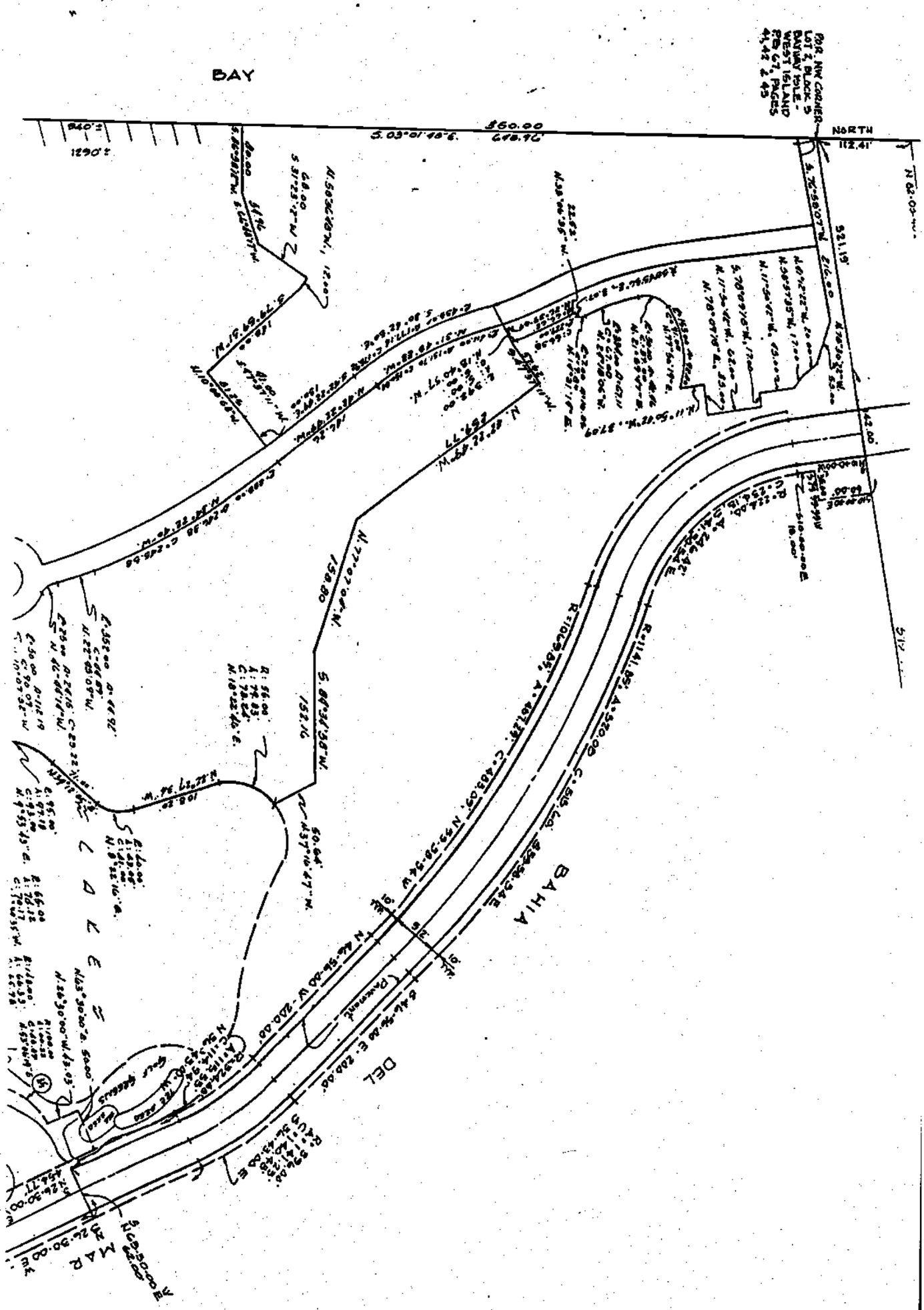

P.O.B. BAHIA DEL MAR BOULEVARD
P.O.B. OVERALL BOUNDARY, AREA 6 BOUNDARY
P.O.R. S.E. CORNER LOT 2, BLK 3 BAYWAY ISLE - WEST ISLAND P.B. 67, PAGES 41, 42 & 43
P.O.B. BAHIA DEL MAR CIRCLE
BAY
LINE

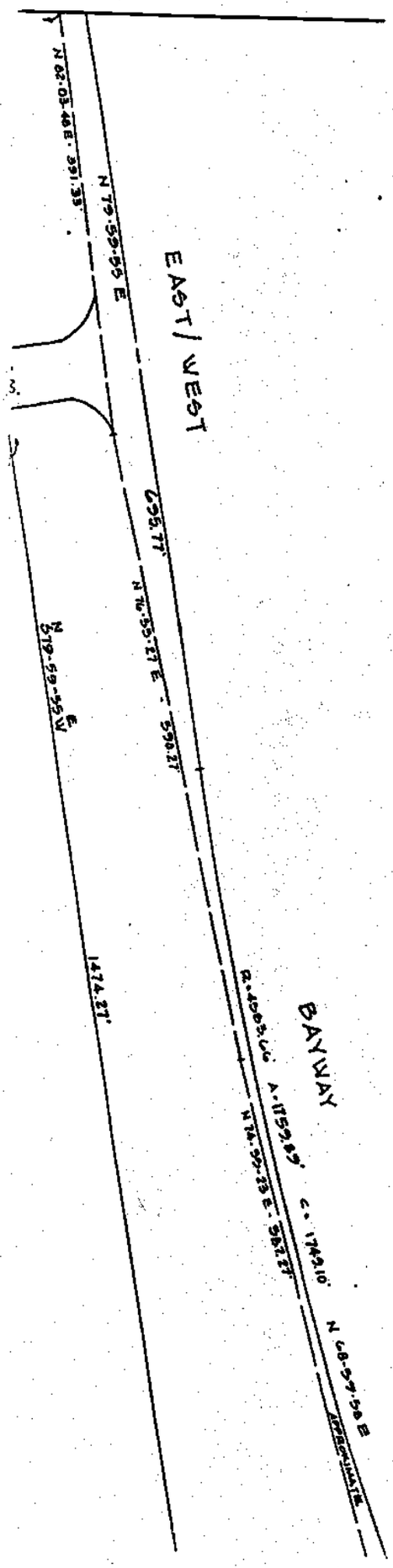
PINELLAS COUNTY FLA.
OFF.REC.BK 8270 PG 1432

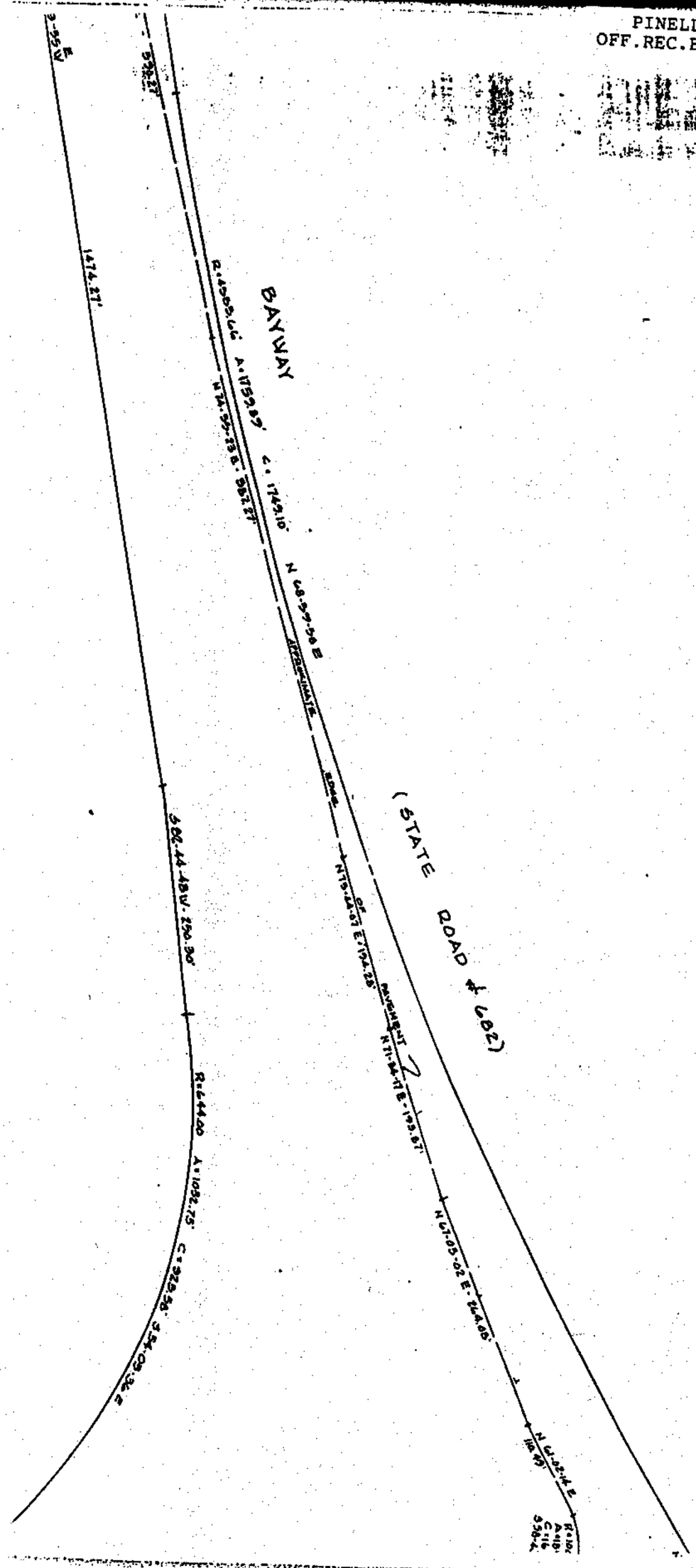


BOCA


BOCA
CIEGA
BAY
SOUTH - 1682.76'
MAR
CIRCLE
ACCESS
EASEMENT
RECREATION & DRAINAGE LAKE
(AREA C)
MAR
CIRCLE


BAY
POB. NW CORNER LOT 2, BLOCK 5 BAYWAY ISLE - WEST ISLAND PB. 67, PAGES 41, 42 & 43
NORTH
112.41'
S.03°01'48"E.
560.00
648.72'
1290'±
940'±
S.89°58'12"W.
80.00
68.00
N.89°58'12"E.
121.00'
N.39°36'35"W.
N.11°56'42"W.
N.39°37'35"W.
N.10°42'22"W.
N.78°01'38"E.
S.78°01'38"W.
N.11°56'42"W.
N.78°01'38"E.
S.11°56'42"E.
N.78°01'38"E.
S.11°56'42"E.
N.78°01'38"E.
S.11°56'42"E


N 82-03-48 E - 391.33'
N 79-59-55 E
EAST/WEST
695.77'
N 76-55-27 E - 590.27'
N 579-59-55 W E
1474.27'
BAYWAY
R=4583.66' A=1759.89' C=1749.10'
N 74-55-23 E - 587.27'
N 68-59-58 E
APPROXIMATE

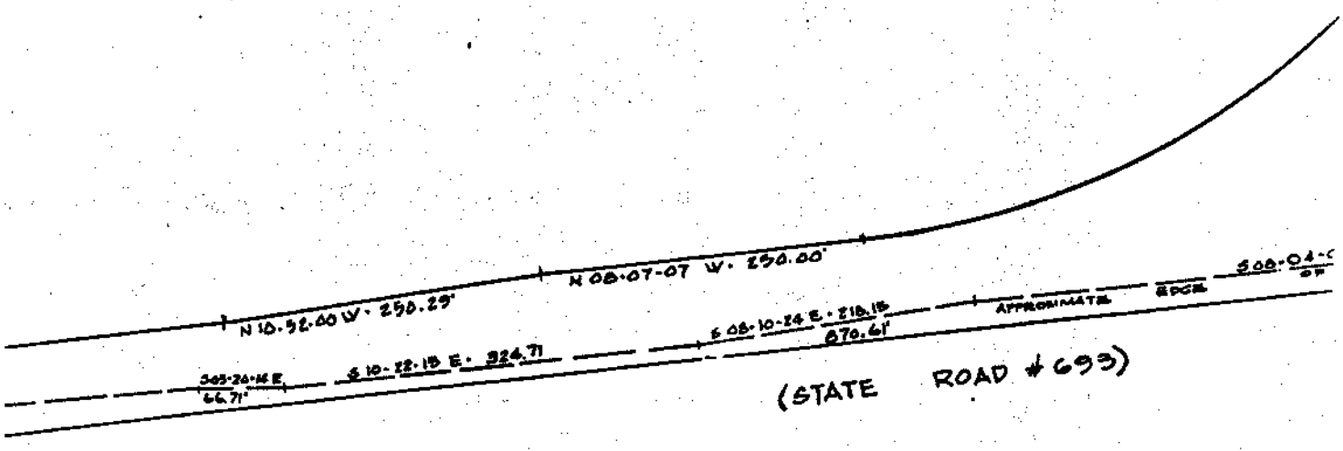

BAYWAY
(STATE ROAD # 682)
1474.27'
APPROXIMATE
EDGE
OF
PAVEMENT
N 68-59-58 E
N 67-05-02 E - 264.05'
R=644.00 A=1032.75'

CURVE CHART

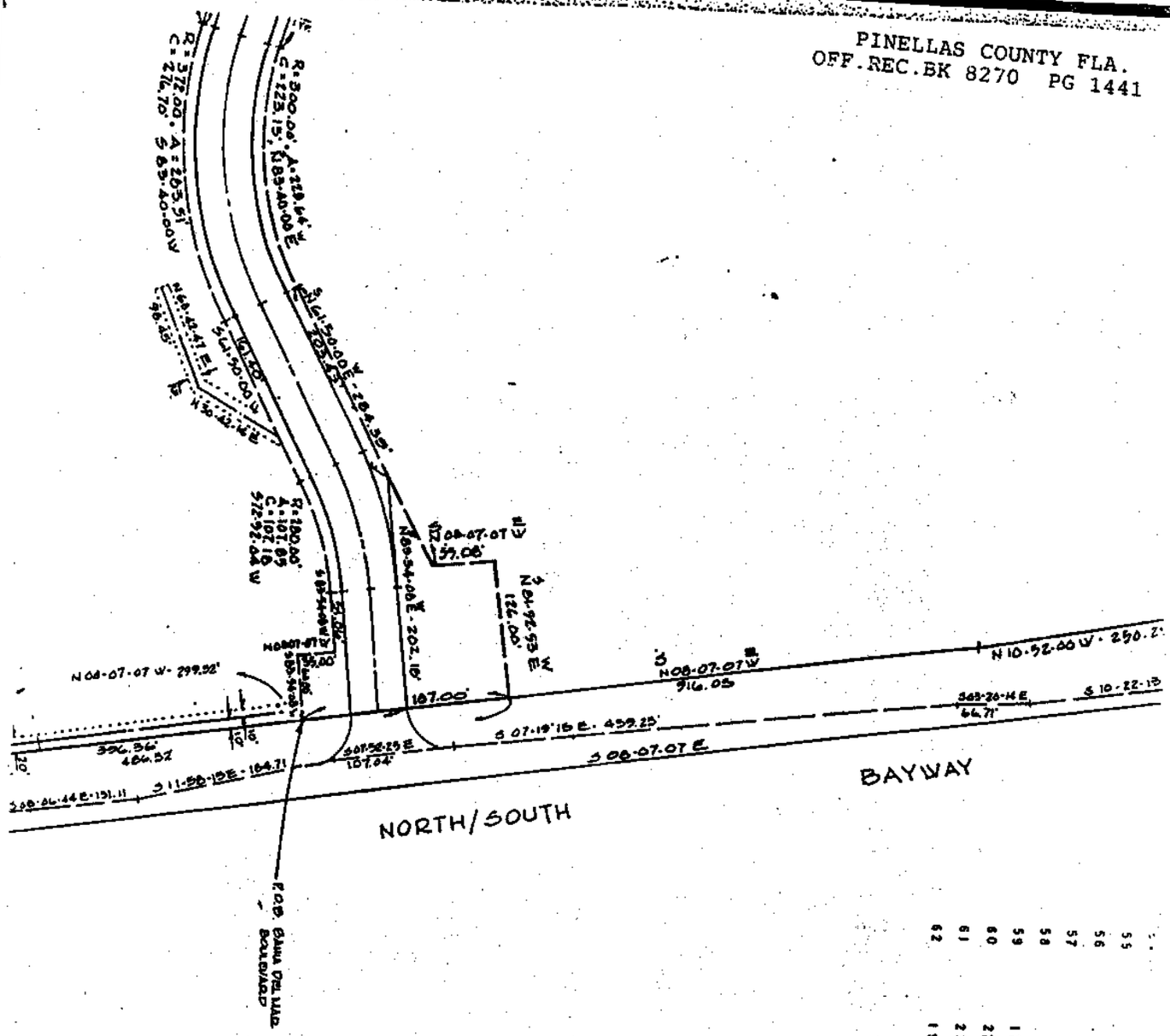
CURVE NO.	RADIUS	ARC	CHORD	CHORD BEARING ($)	DELTA
1	496.00	21.69	21.69	N.27°45'00"(E) W.	02°30'00"
2	112.00	83.55	81.62	S.38°52'12"E.	42°44'24"
3	44.00	109.82	83.45	S.50 30'00"E.	143 00'00"
4	112.12	69.22	68.12	N.44°11'08"W.	35 22'15"
5	146.00	80.25	86.91	N.76°23'37"E.	
6	15.00	25.91	22.81	N.88°56'21"W.	
7	78.00	52.41	51.43	N.01 45'00"E.	38 30'00"
8	68.00	68.94	66.03	N.46°32'41"W.	58 05'21"
9	40.00	42.93	40.90	S.85°45'00"E.	61°30'00"
10	75.00	64.79	62.80	N.88°15'00"E.	49°30'00"
11	85.00	88.27	84.38	S.37 15'00"E.	59°33'00"
12	75.00	66.10	63.99	S.17°45'00"W.	50 30'00"
13	34.41	98.40	68.14	S.38°59'03"E.	163°51'13"
14	146.00	88.25	86.91	N.76°23'37"E.	34°37'53"
15	134.00	170.57	159.28	S.83°00'26"W.	72°55'55"
16	35.00	74.72	61.32	N.32°33'09"E.	122°18'50"
17	30.00	38.54	35.94	N.08°11'52"E.	73 36'18"
18	30.00	38.76	36.12	N.82 00'42"E.	74 01'24"
19	30.00	30.39	29.11	EAST	58°02'58"
20	30.00	38.76	36.12	S.82 00'42"E.	74 01'24"
21	30.00	25.28	24.54	S.20°51'23"E.	48°17'13"
22	30.00	5.09	5.08	S.08 06'36"W.	09°42'47"
23	30.00	41.89	38.57	S.27°00'00"E.	80°00'00"
24	30.00	31.41	30.00	N.69°00'00"E.	60°00'00"
25	30.00	41.89	38.57	N.01°00'00"W.	80°00'00"
26	30.00	38.76	36.12	N.03°59'16"W.	74°01'24"
27	30.00	30.39	29.11	N.03°59'55"E.	58°02'58"
28	30.00	38.76	36.12	N.11 59'13"E.	74 01'24"

26	30.00	38.76	36.12	N. 03°59'18"W.	74°01'24"	
27	30.00	30.39	29.11	N. 03°59'55"E.	58°02'58"	
28	30.00	38.76	36.12	N. 11°59'13"E.	74°01'38"	
29	70.00	38.01	37.55	S. 62°26'34"W.	31°06'53"	
30	90.00	33.51	32.64	S. 54°00'00"W.	98°00'00"	
31	30.00	38.76	36.12	S. 67°00'42"W.	74°01'24"	
32	30.00	30.39	29.11	S. 75°00'00"W.	58°02'48"	
33	30.00	38.76	36.12	S. 82°58'18"W.	74°01'24"	
34	25.00	37.74	34.26	S. 76°45'00"W.	86°30'00"	
35	181.26	94.82	93.74	S. 40°00'47"W.	29°58'22"	
36	160.00	171.87	163.55	N. 88°44'12"E.	61°28'24"	
37	100.00	39.55	39.28	N. 34°43'11"E.	22°39'48"	
38	65.00	44.81	43.93	N. 35°15'00"E.	39°30'00"	
39	496.00	52.80	52.77	S. 71°27'02"E.	06°05'56"	
40	25.00	18.87	18.53	N. 55°07'30"E.	43°15'00"	
41	128.00	73.65	72.62	S. 60°10'00"W.		
42	104.00	46.61	46.22	S. 81°45'10"W.		
43	144.00	58.05	57.64	S. 52°06'52"W.		
44	194.96	87.63	86.88	N. 21°07'17"E.		
45	100.00	115.00	107.08	N. 73°55'27"E.	25°44'57"	
46	62.00	51.26	49.82	N. 45°06'49"W.		
47	20.00	40.00	41.00	S. 66°09'01"W.		
48	496.00	269.58	266.25	N. 58°55'51"W.	31°08'18"	
49	334.00	119.11	118.48	N. 36°43'00"W.	20°26'00"	
50	154.00	152.96	146.75	S. 75°57'18"W.	56°54'36"	
51	122.00	81.98	80.54	S. 01°45'00"W.	38°30'00"	
52	116.00	124.96	118.57	S. 88°44'12"W.	61°28'24"	
53	241.35	147.04	144.80	S. 72°32'35"E.		
54	25.00	99.48	91.79	N. 35°42'00"W.	113°24'00"	
55	70.79	37.68	37.24	N. 05°45'00"E.	30°30'00"	
56	25.00	55.41	44.75	N. 52°59'54"E.	126°59'48"	
57	25.00	45.38	39.40	S. 10°30'06"E.	104°00'12"	
58	25.00	25.42	24.34	S. 70°37'30"W.	58°15'00"	
59	173.82	36.82	36.75	N. 86°19'30"W.	12°08'00"	
60	272.00	171.30	168.48	N. 79°57'30"E.	36°05'00"	
61	228.00	143.59	141.23	S. 79°57'30"W.	36°05'00"	
62	198.00	156.83	152.76	N. 70°11'27"E.	45°22'54"	

PINELLAS COUNTY FLA.
OFF.REC.BK 8270 PG 1439



27	30.00	
28	30.00	30.39
29	70.00	38.76
30	40.00	35.01
31	30.00	33.51
32	30.00	38.76
33	30.00	30.39
34	25.00	38.76
35	181.26	99.82
36	160.00	171.82
37	100.00	39.51
38	65.00	98.81
39	496.00	52.80
40	25.00	18.87
41	180.00	73.63
42	104.00	42.61
43	144.00	58.02
44	191.98	87.63
45	100.00	113.00
46	62.00	51.26
47	28.00	44.00
48	896.00	269.56
49	334.00	119.11
50	154.00	152.96
51	122.00	81.98
52	116.00	124.96
53	241.39	147.04
54	25.00	39.48
55	70.79	37.88
56	25.00	55.41
57	25.00	85.36
58	25.00	25.81
59	173.62	36.82
60	272.00	171.30
61	228.00	143.58
62	198.00	156.83



55	70.79	37.68	37.24	N.05°45'00"E.	30°30'00"
56	25.00	55.91	44.75	N.53°59'54"E.	126°59'48"
57	25.00	45.38	39.40	S.10°20'06"E.	104°00'12"
58	25.00	25.42	25.34	S.70°37'30"W.	58°15'00"
59	173.62	36.82	36.75	N.86°19'30"W.	12°09'00"
60	272.00	171.30	168.48	N.79°57'30"E.	36°05'00"
61	228.00	143.59	141.23	S.79°57'30"W.	36°05'00"
62	198.00	156.83	152.78	N.70°11'27"E.	45°22'54"