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DECLARATION OF CONDOMINIUM

OF

BELLA VISTA ON LAKE SEMINOLE

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DECLARATION OF CONDOMINIUM
FOR
BELLA VISTA ON LAKE SEMINOLE, A CONDOMINIUM

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BELLA VISTA ON LAKE SEMINOLE, LLC, a Florida limited liability company, hereby declares as follows:

Section 1: Introduction and Submission

1.1 The Land. The Developer (as hereinafter defined) owns the fee title to that certain land together with Improvements thereon located in Pinellas County, Florida, as more particularly described in **Exhibit "A"**, attached hereto (the "Land").

1.2 Submission Statement. The Developer hereby submits the Land together with all Improvements erected or to be erected thereon to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof, subject to the reservations, easements and restrictions of record. Without limiting any of the foregoing, no property, real, personal or mixed, not located within or upon the Land, as aforesaid, shall for any purposes be deemed part of the Condominium or be subject to the jurisdiction of the Association, the operation and effect of the Florida Condominium Act or any rules or regulations promulgated pursuant thereto, unless expressly provided.

1.3 Property Subject to Certain Restrictions and Easements. The Condominium Property (as defined hereinafter) is subject to the covenants, conditions, restrictions, easements and reserved rights of the Developer contained in this Declaration.

1.4 Name. The name by which this condominium is to be identified is BELLA VISTA ON LAKE SEMINOLE, A CONDOMINIUM (the "Condominium").

Section 2: Definitions

For purposes of this Declaration and each of the exhibits attached hereto, the following terms shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning or a specific limited meaning is detailed:

2.1 "Act" or "Condominium Act" or "Florida Condominium Act" means the Florida Condominium Act (Chapter 718, Florida Statutes) as it exists on the date hereof.

2.2 "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association, as may be amended from time to time.

2.3 "Assessment" as further described and defined in **Sections 13 and 14** hereof, means a share of the funds required for the payment of Common Expenses as provided in this Declaration and which from time to time is assessed against the Unit Owner.

2.4 "Association" or "Condominium Association" means BELLA VISTA ON LAKE SEMINOLE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, the sole entity responsible for the operation of the Condominium. Where utilized herein or in the exhibits attached hereto, the term "Corporation" shall be deemed to be synonymous with the term "Association."

2.5 "Association Property" means the property, real and personal, in which title or ownership is vested in, or which is dedicated on a recorded plat or leased to, the Association for the use and benefit of its Members.

2.6 "Board of Directors" or "Board" means the Board of Directors of the Association.

2.7 "Buildings" mean the structures situated on the Condominium Property in which the Units are located, regardless of the number thereof.

2.8 "By-Laws" mean the By-Laws of the Association, as may be amended from time to time.

2.9 "Common Elements" mean and include:

a) The portions of the Condominium Property which are not included within either the Units or Association Property;

b) Easements over, under, across, and through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to the Units and the Common Elements;

c) An easement of support in every portion of a Unit which contributes to the support of any other Unit or a Building, other Units and/or any part of the Common Elements;

d) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements;

e) Any hallways, foyers, doors, stairwells, balcony railings, alarm systems, access systems, or security systems not contained within a specific Unit;

f) All pipes, lines, wiring, facilities and conduits located within the walls which bound and are contained within a Unit and which provide services to more than one Unit;

g) Any and al portions of the Life Safety Systems (as hereinafter defined), regardless of where located within the Condominium Property;

h) That certain support anchor system ("Anchor System") which has been installed on the Condominium, whether attached to the Common Elements or a Limited Common Element, such as a balcony or terrace; and

i) Any other parts of the Condominium Property designated as Common Elements pursuant to this Declaration or the Act, which shall specifically include the surface water management system serving the Condominium.

2.10 "Common Expenses" mean all expenses incurred by the Association to accomplish its duties as contemplated by this Declaration and the Act, which shall be assessed or imposed against Units in the Condominium by the Association as authorized by the Act. For all purposes of this Declaration, "Common Expenses" shall also include, without limitation, (a) the

costs of maintaining, operating, insuring and/or replacing the Common Elements; (b) all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended; (c) the cost of a master antenna television system or duly franchised cable or satellite television service obtained pursuant to a bulk contract, if any; (d) the cost of any bulk contract for broadband, telecommunications, satellite and/or internet services, if any; (e) if applicable, costs relating to reasonable transportation services, road maintenance and operation expenses, management, administrative, professional and consulting fees and expenses, and in-house and/or interactive communications and surveillance systems; (f) the real property taxes, Assessments and other maintenance expenses attributable to any Units acquired by the Association or any Association Property; (g) any lease or maintenance agreement payments required under leases or maintenance agreements for mechanical or other equipment, supplies, etc., including without limitation, leases for trash compacting and recycling , if same is leased by the Association rather than being owned by it; (h) any obligations, financial or otherwise, of the Association and/or running with the Land pursuant to the easement agreements; (i) all expenses related to the installation, repair, maintenance, operation, alteration and/or replacement of Life Safety Systems; (j) any unpaid share of Common Expenses or Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure; (k) costs of fire, windstorm, flood, liability and all other types of insurance including, without limitation, and specifically, insurance for the officers and directors of the Association; (l) costs of water and sewer, electricity, gas and other utilities which are not consumed by and metered to individual Units; and (m) costs resulting from damage to the Condominium Property which are necessary to satisfy any deductible and/or to effect necessary repairs which are in excess of insurance proceeds received as a result of such damage. Common Expenses shall not include any separate obligations of individual Unit Owners.

2.11 "Common Surplus" means the excess of all, receipts of the Association collected on behalf of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over and above the amount of Common Expenses.

2.12 "Condominium Documents" means the organizational documents of the Condominium and the Association, including this Declaration, the Articles of Incorporation, the By-Laws and the Rules & Regulations, respectively, as they may be amended from time to time.

2.13 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements and the Common Surplus, which is appurtenant to said Unit.

2.14 "Condominium Plat" means the condominium drawings required by Section 718.104 of the Act.

2.15 "Condominium Property" means the Land and the Improvements constructed thereon, which have been submitted to condominium ownership under this Declaration, subject to the limitations thereof and exclusions therefrom.

2.16 "County" means Pinellas County, State of Florida.

2.17 "Declaration" or "Declaration of Condominium" means this instrument and all

exhibits attached hereto, as it or they may be amended from time to time.

2.18 "Developer" means BELLA VISTA ON LAKE SEMINOLE, LLC, a Florida limited liability company, and its successors, nominees, affiliates and such of its assigns as to which the rights of the Developer hereunder are specifically assigned by written instrument recorded in the Public Records of the County. Such assignment may be made on an exclusive or non-exclusive basis and may be an assignment of all or only portions of Developer's rights hereunder; provided, however, that no such assignment shall make any assignee the "Developer" for purposes hereof unless such assignment is an assignment of all of Developer's rights hereunder and is exclusive, except as to any previously assigned rights. Other than the above, no entity can retain control of the Association after a majority of the Units have been sold unless it receives an assignment of the creating developers rights and obligations. The rights of Developer under this Declaration are independent of the Developer's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Unit Owners, the Board or the Association upon the transfer of control of the Association. Notwithstanding anything herein contained to the contrary, in any instance where the Developer's consent is required, the Developer may grant or withhold its consent, or if granting (condition such consent), in its sole and absolute discretion.

2.19 "Division" means the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business and Professional Regulations, State of Florida, or its successor.

2.20 "Existing Encumbrances" mean the following recorded documents, which presently encumber the Land:

a) Reservations of oil, gas and minerals and/or rights-of-way in Favor of Trustees of the Internal Improvement Fund of The State of Florida in Official Records Book 1025, Page 76 of the Public Records of the Pinellas County.

b) Sanitary Sewer Easement in Favor of Boca Ciega Sanitary District, from Robert J. McMullen (Trustee) and Alice J. McMullen recorded June 23, 1966 in Official Records Book 2413, Page 411 of the Public Records of the County; as affected by Grant and Release of Easements recorded October 13, 1981 in Official Records Book 5271, Page 1813 of the Public Records of the County.

c) Sanitary Sewer Easement in Favor of Pinellas County recorded July 30 1970 in Official Records Book 3369, Page 413 of the Public Records of the County.

d) Right-of-Way Easement, recorded November 24, 1970 in Official Records Book 3435, Page 708 of the Public Records of the County.

e) Non-Exclusive Drainage Easement, recorded in Official Records Book 6335, Page 1335 of the Public Records of the County.

f) Easement in Favor of Pinellas County, recorded November 24, 1970 in Official Records Book 3435, Page 711 of the Public Records of the County.

g) Easement in Favor of Pinellas County, recorded November 12, 1981 in Official Records Book 5271, Page 1795 of the Public Records of the County.

h) Distribution Easement in Favor of Pinellas County, recorded November 7, 1986 in Official Records Book 3387, Page 201 of the Public Records of the County.

i) Storm Drainage and Storm Sewer Easement in Favor of Pinellas County, recorded October15, 1986 in Official Records Book 6476, Page 2283 of the Public Records of the County.

j) Sanitary Sewer Easement in Favor of Pinellas County, recorded September 24, 1986 in Official Records Book 6503, Page 220 of the Public Records of the County.

k) Supplemental Agreement, recorded January 24, 1992 in Official Records Book 7862, Page 2220 of the Public Records of the County.

l) Reservation of Easements, recorded March 19, 1992 in Official Records Book 7863, Page 1900 of the Public Records of the County.

m) Conservation Easement in Favor of Pinellas County recorded to be recorded in 2005 in Official Records Book of the Public Records of the County.

2.21 "Guest" means any person who enters into or upon the Condominium or Association Property at the invitation of a Unit Owner or a Tenant. The term "Guest" shall not include Tenants.

2.22 "Improvements" means all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Buildings.

2.23 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, credit union, real estate or mortgage investment trust, pension fund, investment bank, securities broker, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit or Units, or any Mortgage on the Condominium Property at the time the Condominium is formed. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagee(s) of Units with regard to at least fifty one percent (51%) of the Voting Interests, which are appurtenant to Units subject to mortgages held by Institutional First Mortgagees.

2.24 "Life Safety Systems" means those emergency lighting installed in the breezeways of the Buildings and the smoke detection systems installed within the Units, pursuant to the requirements of the applicable governmental authority having jurisdiction over same at the time of original construction. All such Life Safety Systems, together with all conduits, wiring, electrical connections and systems related thereto, shall be Common Elements.

2.25 "Limited Common Elements" mean those Common Elements, the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as same are shown on the Condominium Plat or are specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.

2.26 "Management Agreement" means and refers to any agreement entered into by the Association from time to time for the operation and administration of the Condominium and the management of the Condominium Property.

2.27 "Member" means an Owner who, or which, is a member of the Association.

2.28 "Occupant" means and refers to a person (be it an Owner or a Tenant of an Owner) who resides in a Unit. Where the context dictates, an Occupant shall also be deemed to include family members, occasional social guests, Tenants, licensees and invitees.

2.29 "Primary Institutional First Mortgagee" means the Institutional First Mortgagee, which owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.

2.30 "Public Records" means the Public Records of the County.

2.31 "Rules & Regulations" (or "Rules") means the Rules & Regulations of the Association, as amended from time to time. The Rules shall govern the use of the Common Elements and other matters subject to the Association's regulatory authority to adopt reasonable Rules in the best interests of the Unit Owners' health, safety and welfare and the efficient, business-like operation of the Association. The initial Rules, as promulgated by Developer, are attached to the Prospectus as **Schedule "7"**.

2.32 "Tenant" means any person or entity that leases a Unit from a Unit Owner or a Tenant. The term "Tenant" shall include all lessees, sublessees, holdovers, and other persons or entities in possession of a Unit, but does not include "Guests."

2.33 "Unit" or "Condominium Unit" means and refers to that portion of the Condominium Property, which is subject to exclusive ownership and is located, within the Condominium Property. The term "Unit" is often used synonymously herein with "Condominium Parcel" when meaning the sum total of an Owner's ownership interest in the Condominium.

2.34 "Unit Owner" or "Owner of a Unit" or "Owner" means the record owner of legal title to a Condominium Parcel.

2.35 "Voting Interest" means the right to participate and vote in the affairs of the Association in accordance with the provisions of this Declaration, which right is appurtenant to each Unit. Each Unit Owner may exercise its right to vote as a Member of the Association, in accordance with the provisions of this Declaration. The Voting Interest appurtenant to each Unit shall include an indivisible vote with regard to all matters upon which the Members are entitled to vote.

Section 3: Description of Condominium

3.1 Identification of Units. The Condominium shall contain sixteen (16), two-story Buildings, consisting of one hundred ninety-two (192) residential units. Each such Unit is identified by a separate numerical designation as shown on the Condominium Plat, which is attached as **Exhibit "A"** hereto, and which consists of a survey of the Land, a graphic description of the Improvements located thereon, and a plot plan thereof. The Condominium Plat, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be the Limited Common Elements for such Unit, (c) an exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in air space which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration or the Act.

Timeshare estates or interests will not be created with respect to any of the Units in the Condominium.

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

a) Units.

(i) Upper and Lower Boundaries of Unit. The upper and lower boundaries of each Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:

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

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

(3) Interior Divisions of Unit. Except as provided in subsections (1) and (2) above, no part of the floor of the top floor, ceiling of the bottom floor, or nonstructural interior walls shall be considered a boundary of the Unit.

(ii) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished exterior surfaces of the walls bounding the Unit and to the middle of any walls between Units extended to their planar intersections with each other and with the upper and lower boundaries, as well as all areas of the balconies connected to the Unit.

(iii) Apertures. Where there are apertures in any boundary, including, but not limited to, windows, bay windows, doors, skylights, balconies and porches, such

boundaries shall be extended to include the windows, bay windows, doors, skylights and other fixtures located in such apertures, including all frameworks thereof; provided, however, that exterior surfaces made of glass or other transparent material and the exteriors of doors shall not be included in the boundaries of the Unit and shall therefore be Common Elements.

(iv) Storage Rooms. The storage rooms located on the balconies connected to the Unit. The balconies themselves are not part of the unit but are Limited Common Elements as defined below.

In the event that the actual physical location of any Unit constructed within the Buildings at any time does not precisely coincide with the area depicted on the Condominium Plat, the actual physical location of the Unit shall control over locations, dimensions and descriptions reflected on the Condominium Plat.

Notwithstanding the fact that no Unit may be divided or partitioned for purposes of sale or lease, a Unit may be combined with either the Unit directly above the subject Unit and/or the Unit directly below the subject Unit and/or the laterally-adjacent Unit, as structurally permissible, in order to permit occupancy of such areas as one residential living space in accordance with **Section 18.15** herein.

3.3 Limited Common Elements.

a) Limited Common Elements Appurtenant to Certain Units. To the extent applicable and subject to the provisions of this Declaration, each Unit may have as Limited Common Elements appurtenant thereto such portions of the Common Elements as are defined herein and/or shown on the Condominium Plat, including, but not limited to:

(i) any portion(s) of the Common Elements, including, but not limited to, conduits, ducts, plumbing, wiring and other facilities, for the furnishing of utility and other services to a particular Unit shall be a Limited Common Element appurtenant to that Unit if it only supplies that Unit, to the exclusion of all other Units;

(ii) the mailbox assigned to a particular Unit which shall be located within the Condominium Property;

(iii) Automobile Parking Spaces – There is shown on the site plan, attached hereto as Exhibit "A", parking spaces on the Common Elements of the Condominium, which have been set aside for the exclusive use of the Condominium ("Parking Spaces"). There are three hundred twenty one (321) numbered Parking Spaces in this Condominium, thirty-eight (38) of which are covered carports. Except for the covered carports, which shall hereinafter be referred to as "Carports", all parking spaces shall be referred to as "Parking Spaces". Carports shall only consist of the support poles and the material (e.g. canvas), which serves as a roof or cover for the cars parked thereunder, but specifically excludes the pavement, which is a part of the Parking Spaces. No Parking Space, including the Carports, shall bear the same identifying number as any other. In addition, and the to extent available, the Developer may assign on a first-come, first-served basis to each Unit Owner the use of a Carport for such Unit Owner's exclusive use.

No one other than the Unit Owner to whom the Carport has been assigned may use the same

without that Unit Owner's express consent. The particular Carports so assigned shall be selected by the Developer and may be located wherever Developer so designates. The assignment by the Developer or Association to a Unit Owner of the use of a Carport will be made by written "Assignment of Use of Carport" (the "Assignment"), which will describe the Carport and will be delivered at the time of delivery of the deed to the Unit. The Association shall maintain a book (the "Association Book") for the purpose of recording the current assignee of each Carport. The Developer shall cause the Association to record such Assignment in the Association Book and the Unit Owner to which such use is assigned shall have the exclusive right to the use thereof. All fees collected by Developer for assigning Carports, if any, shall be retained by Developer and shall not constitute income or revenue of the Association. As such, each Owner and the Association hereby waives any and all rights to any such revenue derived from the assigning the Carports.

The use of a Carport once assigned shall thereupon be appurtenant to said Unit and the use of such Carport shall be deemed and encumbered by and subject to any mortgage or claim thereafter encumbering said Unit. Upon conveyance of or passing of title to the Unit to which the use of a Carport is appurtenant, the Unit Owner receiving such title shall give satisfactory evidence to the Association of such title, and the Association shall thereupon cause to be executed in the name of the grantee or transferee of such Unit a new Assignment and record such transfer in the Association Book. Such Assignment shall be executed by the president of the Association alone or any two (2) officers of the Association and shall describe the assigned Carport in the name of the transferee and transferee's Unit number. There shall be no recordation amongst the Public Records of Pinellas County, Florida of the transfer or Assignment of a Carport. Notwithstanding the foregoing, in the event all the Carports are not assigned to Unit Owners, and for so long as Developer owns a Unit, Developer may continue to hold such surplus Carports. Thereafter, all unassigned Carports shall be part of the Common Elements of the Condominium. No one other than the Developer may park a vehicle in such unassigned spaces.

The Board of Directors shall have the right to promulgate rules and regulations in connection with the use and transfer of such Carports. Any Unit Owner's Guests, servants, invitees and employees shall use and be subject to the rules and regulations promulgated by the Board of Directors of the Association in connection with parking.

Further, a Limited Common Element Parking Space may be relocated at any time, and from time to time, by the Board to comply with applicable federal, sate and local laws and regulations regarding or affecting handicap accessibility; provided that, at all times, each Unit shall have one Limited Common Element Parking Space.

(iv) Patios, Balconies, Terraces, and/or Yards Appurtenant to Units. Any patio, balcony (excluding any storage room located thereon), terrace, and/or yard (and all Improvements thereto) as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be a Limited Common Element of such Unit(s). Notwithstanding the foregoing, any railings affixed to the balconies, the Anchor System and the top portion of the balcony wall, and any fence, wall or other separating structure or living hedge shall be Common Elements not Limited Common Elements which the Association shall be responsible for the maintaining with the costs of same being a part of the Common Expenses. Each Unit Owner shall, however, be responsible for the maintenance of any other portions of such areas, for the general cleaning, plant care (other than living hedge) and upkeep of the

appearance of the area(s), including the appearance of the interior surface of any wall or fence surrounding a terrace or yard, and for the repair and replacement of any existing floor coverings and/or any floor coverings hereafter placed or installed on any patio, balcony, terrace, and/or yard. A Unit Owner using a patio, balcony, terrace, and/or yard or making or causing to be made any additions, alterations or Improvements thereto agrees, and shall be deemed to have agreed, for such Owner, and his or her heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Unit Owners harmless for, from and against and to indemnify and defend (with counsel selected by the Association, Developer and/or other Unit Owners) them for any liability or damage to the Condominium and for Association Property and expenses arising therefrom.

The use and enjoyment of the Limited Common Elements shall be in accordance with the terms and provisions of this Declaration, the Articles of Incorporation, the By-Laws, any Rules & Regulations duly promulgated by the Association, and local, state, and federal statutes and ordinances. The parking spaces shown on the plan are Limited Common Elements to the Units they are assigned to, by Assignment given by the Developer.

b) Responsibilities of Unit Owners. Except as may be otherwise provided in this **Section 3.3**, all maintenance, repairs, replacements and reconstructions of, in or to any Limited Common Elements, whether structural or nonstructural, ordinary or extraordinary (excluding, without limitation, maintenance, repair, replacement and reconstruction of any exterior wall or carports) shall be performed by the Owner of such Unit at such Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. Each Unit Owner also shall be responsible for replacing the necessary light bulbs for the foregoing light fixture(s) with the same color and bulb wattage. Each Unit Owner shall be responsible for the air-conditioning compressor contained within the Limited Common Elements serving and providing service to such Unit Owner's Unit. Each Unit Owner shall be solely responsible for maintaining all portions of the security system serving the Unit, including, without limitation, all electrical lines and other facilities. Each Unit Owner shall also be solely responsible for any costs associated with false alarms and all annual licensing or registration of alarms. The Association shall be responsible for the maintenance, repair, replacements and reconstruction of parking spaces.

c) Insurance. Each Unit Owner shall be solely responsible for insuring any and all equipment, machinery, fixtures, furniture or the like installed and/or placed upon or within the Limited Common Elements appurtenant to such Owner's Unit, as well as any other improvements located within such Limited Common Elements, and the Association shall not have any duty or obligation to do so. Notwithstanding the foregoing, the Association shall have the sole obligation of maintaining adequate insurance to protect the Association, the Association Property, the Common Elements, and the Condominium Property required to be insured by the Association.

d) Carport Maintenance. While all maintenance, repairs and replacements of, in or to any Carport shall be the responsibility of the Association in accordance with Section 7.1(b)(i), the cost and expense for such maintenance, repairs and replacements shall be assessed only to those Owners to which a Carport is an appurtenant Limited Common Element. The Carport maintenance assessment shall be apportioned equally among all Unit Owners to which a

Carport has been assigned and the Association may enforce the payment of such Carport assessments in the same manner as it enforces the payment of Assessments in general.

3.4 Easements. The following easements are hereby created (in addition to any easements created under the Act and any other provisions of this Declaration):

a) Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

b) Utility and Other Services; Drainage. Non-exclusive easements are hereby reserved unto the Developer and also granted to the respective utility providers under, through and over the Condominium Property as may be required from time to time for utility, cable television, communications and monitoring systems, Life Safety Systems, and other services and drainage in order to serve the Condominium and/or Members of the Association. A Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications, monitoring systems, Life Safety Systems, or other service or drainage facilities or the use of these easements. The Association shall have an irrevocable right of access to each Unit to maintain, repair or replace pipes, wires, ducts, vents, cables, conduits and other utility, cable television, monitoring systems, Life Safety Systems, and drainage facilities, and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved or granted; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, entry shall be made on not less than one (1) day's notice (which notice shall not, however, be required if the Unit Owner is absent when the giving of notice is attempted). A non-exclusive easement is also reserved unto the Developer and granted to all applicable governmental entities over and across the Common Elements for the purpose of providing drainage and for the installation, operation, use and maintenance of drainage facilities; provided, however, that the Association shall be responsible for the continuous maintenance of the easements and rights-of-way of the drainage system located on any and all portions of the Condominium Property.

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

d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their Guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time

to time may be intended and designated for such purpose and use and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. None of the easements specified in this subsection shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.

e) Construction; Maintenance. The Developer (including its designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of undertaking and completing any renovations thereof, or any Improvements or Units located or to be located thereon, and/or any Improvements located or to be located adjacent thereto and for repair, replacement and maintenance or warranty purposes or where the Developer, in its sole discretion, determines that it is required or desires to do so. The Association (and its designees, contractors, subcontractors, employees) shall have the right to have access to each Unit from time to time during reasonable hours as may be necessary for pest control purposes and for the maintenance, repair or replacement of any Common Elements or any portion of a Unit, if any, to be maintained by the Association, or at any time and by force, if necessary, to prevent damage to the Common Elements, the Association Property, or to a Unit or Units, including, without limitation, (but without obligation or duty) to close exterior storm shutters in the event of the issuance of a storm watch or storm warning.

f) Sales and Management Activities. Until such time as the Developer has conveyed all Units to third parties, the Developer, its designees, successors and assigns shall have the right to use any such Units and parts of the Common Elements for Unit models; sales, management and construction offices, to show model Units and the Common Elements to prospective purchasers and, if applicable, Tenants of Units and to erect on the Condominium Property signs, banners, flags and other promotional material to advertise Units for sale or lease.

g) Facilities and Services. Easements are reserved over, under, across and through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to the Units and the Common Elements.

h) Condominium Plat; Existing Encumbrances. All easements encumbering the Condominium Property are described or shown on the Condominium Plat. The Condominium Property is, and shall be, subject to, and encumbered by the rights, duties and obligations set forth in the Existing Encumbrances. Each Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that, pursuant to the Existing Encumbrances, non-exclusive easements are, or are required to be, reserved over, under and upon the Condominium Property. The Condominium Property (including all Units and Common Elements therein) is governed and burdened by, and subject to, all of the terms and conditions of the Existing Encumbrances. Each Owner (for itself, its Tenants, Guests, and successor and assigns) understands and agrees, by acceptance of a deed or otherwise acquiring title to a Unit, that the rights in and to the Condominium Property are junior and subordinate to the rights therein granted under the Existing Encumbrances. Additionally, pursuant to the Existing Encumbrances, the Association may be obligated for the payment of certain costs. Any and all

such costs shall be deemed part of the Common Expenses.

i) Developer Activities. Until such time as the Developer completes and sells all the Units in the Condominium, the Developer reserves the right to prohibit access to any portion of the Common Elements of the Condominium Property or uncompleted Units to any of the Occupants of the Condominium and to utilize various portions of the Common Elements or the Units in connection with such construction and development. No Unit Owner or such Owner's Guests or invitees shall in any way interfere or hamper the Developer, its employees, successors or assigns in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns own any Units within the Buildings and is carrying on any business in connection therewith, including the selling, renting or leasing of such Units, the Unit Owners, their Guests and invitees shall in no way interfere with such activities or prevent access to such Units by the Developer, its employees, its successors or assigns. Notwithstanding the foregoing, Developer's rights to the Common Elements shall terminate upon transfer of Association control, or when Developer ceases to offer Units for sale, whichever occurs first.

j) Association Easement. A perpetual, non-exclusive easement is hereby granted to the Association and its successors and assigns over, across, under and through the Condominium Property for the purpose of permitting the Association to perform its obligations hereunder. Such easement shall permit access to the Units upon reasonable prior notice, except that no notice shall be required in the event of an emergency.

A Unit Owner shall do nothing within or outside its Unit that interferes with or impairs, or may interfere with or impair the provision of such utility, cable television, communications and monitoring systems, security system and Life Safety Systems, or other service or drainage facilities or the use of these easements. The Association shall have the irrevocable right of access to each Unit during reasonable hours, when necessary, to maintain, repair or replace those items and areas, as detailed in **Section 7.1** herein or as otherwise contemplated herein, for which the Association is responsible and to remove any improvements, at Unit Owner's cost, interfering with or impairing such facilities or easements herein reserved pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

k) Additional Easements. The Association, through its Board, on the Association's behalf and on behalf of all Unit Owners (each of whom hereby appoints the Association as its attorney-in-fact for this purpose), shall have the right to grant such additional general ("blanket") and specific electric, gas, or other utility, cable television, security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or modify or relocate any such existing easements or draining facilities, in any portion of the Condominium and/or Association Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium and/or Association Property, as the Board shall deem necessary or desirable for the general health or welfare of the Unit Owners and/or Members of the Association, or for the purpose of carrying out any provisions of this Declaration and/or Existing Encumbrances, provided that, such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.

Wherever in this Section or elsewhere in this Declaration an easement is granted or reserved to any party, such easement shall also benefit such party's successors, grantees, assigns, agents, employees, licensees, invitees and Guests. All easements referred to herein shall be non-exclusive easements.

3.5 Special Easements and Rights to Grant Easements.

a) Developer hereby reserves unto itself and its successors and its assigns, and grants to the Association with the power to assign, non-exclusive easements over, under and through the Condominium Property for the construction, maintenance and operation of electric, gas or other utility, cable television, security systems, communications, service or other easements pertaining to the construction, maintenance and operation of other equipment, conduits, pipes, lines and similar installations servicing the Condominium Property or other property with the power to relocate any such existing easements in any portion of the Condominium Property and/or Association Property, provided that such easements or the relocation of easements will not prevent or unreasonably interfere with the reasonable use of the Units for residential purposes.

Additionally, Developer shall have the right to grant easements over the Condominium Property, specifically including, but not limited to granting non-exclusive easements to vendors and contractors. Developer shall be entitled to retain any and all commissions, fees and compensation from any such vendor or contractor for such easements, and the Association shall have no right of contribution to such commissions, fees, or compensation.

b) Developer hereby reserves unto itself and its successors and its assigns, and grants to the Association with the power to assign, non-exclusive easements over, under, upon and through the Condominium Property for the purposes of access to, constructing or maintaining Improvements upon, providing utility services to or across, or providing drainage to or from the Condominium Property, provided that any such easement shall not interfere with the reasonable use of the Units for their intended purposes.

c) Developer hereby reserves unto itself and its successors and its assigns, and grants to the Association with the power to assign, exclusive or non-exclusive easements over, under, upon and through, and air rights above, the Condominium Property, for the purposes of access to, constructing, using or maintaining Improvements or any other future improvement upon the Condominium Property, any other property which may become part of the Condominium Property pursuant to this Declaration, or any other property adjacent to the Condominium Property, provided that any such easement shall not interfere with the reasonable use of the Units for their intended purposes.

d) Developer hereby reserves unto itself and its successors and its assigns non-exclusive easements over, upon, and through the Condominium Property for vehicular and/or pedestrian traffic by the Developer, its designees, successors, assigns, licensees, lessees, invitees, and Guests within the Condominium Property, provided that any such easement shall not interfere with the reasonable use of the Units for residential purposes.

e) Developer hereby reserves the right to install all lines, pipes and facilities throughout the Condominium Property as may be needed for the use of the Units individually and/or collectively from time to time. Developer shall assume all costs associated with such installations. Subsequent to installation, unless otherwise provided and agreed to by the affected Unit Owner(s), the Association shall be responsible for the maintenance of such lines, pipes and facilities.

f) Developer hereby reserves all rights of ownership interest in the mineral, oil or gas rights under the Land.

g) For as long as the Developer remains liable under any warranty, whether statutory, expressed, or implied, for any act or omission in the development, construction, sale, resale, leasing, or financing of the Buildings or in the sale or marketing thereof, the Developer (and its contractors, agents, and designees) shall have the right, in Developer's sole discretion and from time to time and without requiring prior approval of the Association and/or any Unit Owner and without requiring any consideration to be paid by the Developer to the Unit Owners and/or Condominium Association (provided however that absent an emergency situation, Developer shall provide reasonable advance notice), to enter on the Condominium Property (including the Units, Common Elements and Limited Common Elements), and to take all actions necessary or convenient for the purpose of inspecting, testing, surveying, to determine the actions needed to fulfill any warranty or to determine the extent of the warranty, and to take those actions necessary to fulfill the Developer's responsibilities under the warranty. The Developer may nullify any warranty if the Association or a Unit Owner prohibits or limits access to the Common Elements or to a Unit as deemed necessary by the Developer in its sole discretion for any actions pursuant to the warranty. Nothing herein shall be deemed or construed as the Developer making or offering any warranty, all of which are disclaimed (except to the extent same may not be or are expressly set forth herein) as set forth in Section 23 below.

h) Developer hereby reserves the right to assign all or a portion of its rights hereunder or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a nonexclusive basis. The rights of Developer under this Declaration are independent of the Developer's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Unit Owners, the Board or the Association upon the transfer of control of the Association. Any assignment of Developer rights shall be evidenced by an instrument recorded with the formalities of a deed in the Public Records of the County. Other than the above, no entity can retain control of the Association after a majority of the Units have been sold unless it receives an assignment of the creating developer' s rights and obligations.

i) Developer shall have an exclusive, perpetual and irrevocable license for itself, its agents, successors and assigns to use, sell, lease or assign any space on the roofs of the Condominium Buildings provided that such space is not already assigned as a Limited Common Element to a Unit as of the date of the recording of this Declaration to any person(s) for the construction, installation, use, maintenance, repair, replacement, improvement, removal and operation of the telecommunications equipment and signage. Developer shall have a

non-exclusive, perpetual and irrevocable easement over the roof areas to exercise its rights set forth above. Without limitation, this easement shall include the right to construct, install, use, maintain, repair, replace, improve, remove, and operate any type of telecommunications equipment and signage on the roofs of the Condominium Buildings. In addition, Developer shall have a non-exclusive, perpetual and irrevocable easement over other portions of the Condominium for access to and from such roof areas and to construct, install, use, maintain, repair, replace, improve, remove and operate any utility lines servicing such telecommunications equipment. Notwithstanding the above, Developer shall install such utility lines in locations already used for such purposes or in which other utility lines are already located. Developer and the Association hereby agree to indemnify each other for any damages or destruction caused to the property of the other in the exercise of any easement rights granted in this Declaration. The Developer shall collect and retain any and all income received from the agreements described in this Paragraph.

Notwithstanding the foregoing, all easements, reservation and rights retained by Developer in **Section 3.5(a), (c), (f), and (i)** shall be cancelable by the Association once Unit Owners other than the Developer have assumed control of the Association or when the Developer no longer offers Units for sale, whichever occurs first.

3.6 Incidental Damage. Any damage to any Unit caused by, or as a result of, the carrying out of the maintenance responsibilities of the Association or another Unit Owner, or the Association as a Common Expense, or the Unit Owner thereof, shall repair the damage promptly, as the case may be. Any damage to any part of the Common Elements caused by or the result of any intentional act of a Unit Owner, the Unit Owner's family, agents, contractors, invitees, licensees or Tenants, or by such Unit Owner in carrying out its maintenance responsibilities, hereunder, shall be repaired promptly at the expense of such Unit Owner.

3.7 Use of Multiple Units to Form One Comprehensive Space. A Unit may be combined with either the Unit directly above the subject Unit and/or the Unit directly below the subject Unit and/or the laterally-adjacent Unit, as structurally permitted, in order to permit occupancy of such areas as one comprehensive residential space. Such a combination of Units shall be for purposes of occupancy and use only and shall not be deemed an amendment to this Declaration. Further, any such combination shall not be considered to be a material alteration of or modification to the configuration or size of a Unit. In all events, the subject Units shall in no manner be considered to become one Unit, but rather shall at all times remain and be considered to exist in the same manner as prior to the combination for purposes of Assessments, voting and all other matters as provided herein.

Any such combination of Units shall be required to comply with all applicable building, health, safety, and other applicable codes and laws as may be applicable. Additionally, no construction activities to effect such a combination shall be commenced without the prior written approval of the Board of Directors, which approval may be withheld in the Board's sole discretion. The Board shall ensure that the combination of Units shall have no detrimental impact on the structural integrity of the Buildings or the usage of the other Units in the Buildings. The Board shall act in a reasonable and prudent manner in recognizing the rights of the Owner to combine such Units in the manner contemplated by this Paragraph. The Developer shall be exempt from the approval provisions of this Paragraph.

Section 4: Restraint upon Separation and Partition of Common Elements

The undivided share in the Common Elements and Common Surplus, which is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated from such Unit and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit cannot be conveyed or encumbered, except together with such Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall be undertaken, except as provided herein with respect to termination of the Condominium.

Section 5: Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights

5.1 Ownership Shares. The undivided share in the Common Elements and Common Surplus appurtenant to each Unit, as well as the undivided share of the Common Expenses to be paid with respect to each Unit, shall be computed on the following basis:

a) The allocation of fractional shares in the Common Elements and Common Surplus and the fractional share of the Common Expenses appurtenant to each Unit is set forth in **Exhibit "B"** as attached hereto and made a part hereof by this reference. The allocation of fractional shares has been established by the Developer in the following manner:

(i) The approximate area of each Unit has been measured in square feet to the unfinished exterior surface of the walls bounding the Unit and to the middle of any walls between Units, together with the square footage of the Storage Room (measured in the same way as the Unit) located on the balcony of each Unit, hereinafter referred to as the "Unit Area".

(ii) The total of the Unit Area of all Units has been computed and is hereinafter referred to as the "Total Unit Area."

(iii) The Total Unit Area has been divided into the Unit Area of each Unit to determine the allocation of percentage shares for each Unit as set forth on **Exhibit "B"** to this Declaration.

b) The foregoing methods of calculation were undertaken in order to establish a fair and equitable method of allocating assessment percentages to Units within the Condominium and every purchaser of a Unit, whether from the Developer or otherwise, hereby agrees to be bound by such calculations and hereby irrevocably waives the right to assert that the formula used or the measurements made were unfair, inequitable, or otherwise in error.

5.2 Voting. Each Unit Owner shall be a Member of the Association. Each Unit shall be entitled to one vote to be cast by its Owner in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association. The total number of votes shall at all times be equal to the number of Units submitted to the condominium form of ownership and subject to

this Declaration. Membership in the Association shall automatically terminate upon the termination of ownership of a Condominium Parcel, and when the subsequent owner(s) takes title, such Owner shall automatically become a Member.

Section 6: Amendments

6.1 Amendment by Unit Owners. Except as otherwise provided in **Section 6** hereinbelow or elsewhere in this Declaration or the exhibits attached hereto, this Declaration (including the Condominium Plat) may be amended by affirmative vote or written consent or any combination thereof of not less than seventy-five percent (75%) of the Voting Interests of all Unit Owners at an Association meeting duly called for such purpose pursuant to the By-Laws; provided, however, that (1) no amendment to this Declaration shall be made which affects any of the rights and privileges provided to or reserved by, the Developer as defined herein without the written consent of the Developer and any mortgagee of the Developer in each instance, and (2) no amendment may change the configuration or size of any Unit without the written consent of the affected Unit Owner(s). All amendments under this **Section 6.1** shall be recorded and certified as required by the Act.

6.2 Amendment by Developer.

a) Amendment to Condominium Plans and Declaration. The Developer reserves the right to make whatever changes it may deem necessary in the Condominium Plat and this Declaration until such time as Developer no longer has control of the Association. The amendment reflecting such changes need only be executed by the Developer; provided, however, that no such amendment unilaterally approved by the Developer shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, change the proportion or percentage by which a Unit Owner shares the Common Expenses and owns the Common Surplus, or create timeshare estates, unless such amendment is also approved by the record Owner of the affected Unit, all record owners of liens on such affected Unit and the affirmative vote or written consent or any combination thereof of not less than seventy-five percent (75%) of the Voting Interests of all Unit Owners.

b) Special Amendment. Developer reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends the Declaration and any provision therein (i) to comply with requirements of the FNMA, FHLMC, the Government National Mortgage Association, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Units; and (iii) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make or consent to a Special Amendment on behalf of each Unit Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of the power of the Developer to make, execute and record Special

Amendments. The right and power to make Special Amendments hereunder shall terminate upon turnover of the Association to the Unit Owners.

c) The Developer may amend this Declaration unilaterally for the purposes set forth and pursuant to **Section 718.110(5)**, Florida Statutes, to correct scrivener's errors.

6.3 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association, which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. A similar certificate executed by the Developer alone must evidence amendments by the Developer. Unless a later effective date is contained therein, an amendment of the Declaration is effective when the applicable certificate is properly recorded in the Public Records of the County, which shall be recorded together with the amendment, in accordance with **Section 718.110(3)**, Florida Statutes.

6.4 Limitation. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer without the consent of said Developer in each instance. The provisions of this Paragraph may not be amended in any manner.

6.5 Procedure. No provision of this Declaration shall be revised or amended by reference to its title or number alone. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended, new words shall be inserted in the text underlined, 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, rather, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of **Section** _____ of the Declaration. See provision _____ for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

Section 7: Maintenance and Repairs

7.1 Responsibility for the maintenance, repair and replacement of the Condominium Property is as follows:

a) Common Elements. In addition to items to be maintained pursuant to **Section 3.3** hereof, the Association shall manage, operate, maintain, repair and replace or cause others to manage, operate, maintain, repair and replace, as part of the Common Expenses, all of the Common Elements as defined in this Declaration, including, but not limited to, the following:

(i) All drainage and stormwater management systems, driveways, and adjacent drainage;

(ii) All water and wastewater lines and piping serving the Units of the Condominium;

(iii) All landscaping, lawn and grass areas and sprinkler systems within the Condominium Property;

(iv) All entryways to the Buildings and any controlled access and intercom systems serving the Buildings, the security systems for the Units that specifically serve such Units, and the Life Safety Systems, including inter alia, all fire and emergency warning systems and lights, if any.

(v) All portions of any landscaping islands located on, either in whole or in part, or adjacent to the Condominium Property or in between the Buildings.

(vi) All railings on balconies, patios or terraces.

However, the Association shall not perform such maintenance required of a Unit Owner who utilizes portions of the Limited Common Elements in accordance with **Section 3.3** herein, as otherwise contemplated herein, or to the extent such maintenance arises from or is necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners.

b) Units. The responsibility for maintenance, repair and replacement within the Units shall be shared by the Association and the Unit Owners as follows:

(i) By the Association. The Association shall be responsible for maintaining, repairing and replacing all water and wastewater lines and piping located outside of the Unit (except as otherwise stated in sub-paragraph (ii) below), all pipes lines, wiring, facilities and conduits located within the walls and any soffits contained within a Unit and which provides services to more than one Unit, and any portions of any Life Safety Systems, including, sprinklers, alarms, dampers, barriers and lights contained within the physical boundaries of and servicing a Unit. In addition, with regard to the Units, the Association shall be responsible for (1) maintaining the exterior surfaces (defined to be those walls, including the parapet walls, that are visible from the exterior of the Buildings) (2) all roofs, including their replacement and repair, (3) paving and electrical that are not part or inside of a Unit, and (4) carport maintenance and replacement. In accordance with **Section 20.1**, a Unit Owner shall be liable for the cost and expense of any maintenance, repair or replacement of any part of the Unit to be maintained by the Association under this Paragraph made necessary by his negligence, misuse or neglect or by that of any member of its family or its or their Guests, employees, agents or lessees.

(ii) By the Unit Owner. Each Unit Owner shall maintain, repair and replace everything within the confines of the Owner's Unit, which is not to be maintained by the Association pursuant to subsection (b)(i) of this Section, including, but not limited to:

(1) The entire Unit as defined in **Section 3.2** hereof which Unit shall include, without limitation, all apertures in any boundary of the Unit but which shall exclude the exterior walls and exterior surfaces made of glass or other transparent material and the exterior of doors, which shall be maintained by the Association in such manner to preserve a uniform appearance among the Units in the Buildings;

(2) The interior side of the entrance door to a Unit and the interior side of all other doors affording access to a Unit;

(3) Interior paint, finish, covering, wallpaper and decoration of all walls, floors and ceilings;

(4) All built-in shelves, cabinets, counters, storage areas and closets;

(5) Any and all appliances and mechanical, ventilating, heating and air conditioning equipment contained within and serving the Unit;

(6) All bathroom fixtures, equipment and apparatuses;

(7) All electrical, plumbing (including connections and fixtures), telephone and television fixtures, apparatuses, equipment, outlets, switches, wires, pipes and conduits, ducts, electric lines and other facilities for the furnishing of utility and other services between the Unit and its individual service panel or meter or contained within a Unit;

(8) All interior doors, interior surfaces, non-load-bearing walls, partitions, and room dividers;

(9) All furniture, furnishings, fixtures and personal property contained within the respective Unit; and

(10) Where a Limited Common Element consists of a balcony or terrace, the Unit Owner who has the right to the exclusive use of said balcony or terrace, shall be responsible for the maintenance, care and preservation of the paint and surface of the interior parapet walls, including the paint and surface of the floor and ceiling within said area, if any, and any floor or wall coverings, if any, and the fixed and/or sliding glass door(s) or other portions of the entrance way(s) of said area, and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs, if any; provided, however, the Association shall maintain and repair all exterior roofs, if any, of said balcony or terrace and below the unfinished surface of the structural floor, the railings affixed to the balconies or terrace and the top wall of the balconies or terraces, which costs and expenses for said maintenance and repair of the railings and balconies or terraces, as stated herein, shall be a Common Expense to all Unit Owners. The Association shall have the right to collect and enforce such costs and charges as elsewhere provided herein in accordance with this Declaration and applicable law. Notwithstanding anything contained herein to the contrary, the Association shall not be liable or responsible for any loss or damage occasioned to any floor, ceiling, or wall covering of said areas which may be damaged as a result of the Association's obligation of maintenance, repair or replacement under this Section 7 and the Unit Owner shall bear the cost of any such loss or damage. Accordingly, any expense for the maintenance, repair or replacement relating to Limited Common Element balconies or terraces, (excluding painting, as provided above) shall be treated as and paid for by the Unit Owner who is the responsible Owner of the appurtenant balcony or terrace as a Limited Common Element and not as a Common Expense of the Association even if said maintenance, repair or replacement is performed by the Association.

(11) Storage Rooms located on the balconies, patios or terraces;

(12) The Unit Owner shall maintain, repair and replace at his, her or its sole cost and expense, all portions of any hurricane shutter(s) installed by the Unit Owner, upon written approval of the Association, if any, which service said Unit Owner's Unit and are appurtenant thereto, including such portion of the Common Elements, if any, to which the hurricane shutter(s) is attached, (in the event the hurricane shutter(s) is attached to any Common Elements, the Common Element to which the hurricane shutter(s) is attached, shall become a Limited Common Element upon the attachment of said hurricane shutter(s), which Common Element maintenance, repair and replacement shall be the responsibility of the Unit Owner) which costs and expense shall also include the cost and expense of removal and/or reinstallation by the Association of the hurricane shutter(s) if necessary or required in order for the Association to maintain, repair, replace or protect the Common Elements or Association Property.

(13) All other maintenance or repair of or replacements involving a Unit as contemplated and authorized hereunder.

7.2 Notwithstanding the provisions of **Section 7.1** herein, Unit Owners shall not modify, decorate or change the exterior appearance or color of any portion of the exterior of the Buildings, including, for example, balconies or terraces, or any stucco portion of the Unit, until and unless approved in writing by the Board or a committee designated by the Board which shall be governed by an officer of the Association prior to commencing any such work so as to maintain the character and to preserve the aesthetic and architectural qualities of the Condominium. The Association shall promulgate Rules & Regulations in accordance with the foregoing.

Unit Owners shall also promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

No Unit Owner other than the Developer or the Association shall make any alterations in the portions of any Building, which are to be maintained by the Association, or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the Building(s) or impair any easement.

A Unit Owner may not enclose his balcony or terrace except with the prior written approval of the Board of Directors of the Association. In addition, a Unit Owner may not install exterior lighting to the walls or ceilings of his balcony or terrace unless and until the Association or committee designed thereby approves it in writing.

7.3 Rights of Handicapped. Subject to the provisions of **Section 9** of this Declaration, each Owner shall have the right to modify the Owner's Unit and the route over the Common Elements leading to the front door of the Unit, at the Owner's sole cost and expense, in order to facilitate access to and egress from the Unit by persons who are blind, visually handicapped, deaf or physically disabled, or to alter conditions which could be hazardous to such persons. The rights granted by this Section are further subject to the following conditions: (I) the modifications shall be consistent with applicable building code requirements; (II) the

modifications shall be consistent with the intent of otherwise applicable provisions of this Declaration pertaining to safety or the aesthetic integrity of the Property; (III) modifications which are external to the Unit shall not prevent reasonable passage by other Owners or invitees on the Condominium Property, and shall be removed by the Owner when the Unit is no longer occupied by persons requiring those modifications; (IV) any Owner who intends to modify a Unit pursuant to this Section shall submit their plans and specifications to the Association for review to determine whether the modifications comply with the provisions of **Section 9** and this Section; and (V) any change in the exterior appearance of a Unit shall be in accordance with the provisions of this Declaration and all applicable provisions of law. The Association shall not deny approval of the proposed modifications under this Section without good cause.

Section 8: Additions, Alterations or Improvements by the Association

Capital additions, alterations or improvements to the Common Elements and Association Property (as distinguished from maintenance, repairs and replacements) costing in excess of $50,000.00 in the aggregate in any calendar year, shall be considered material and substantial in nature. The Association may proceed with such material additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by the Owners of a majority of the Units represented at a meeting at which a quorum is attained. Additions, alterations or improvements to the Common Elements, or any part thereof, costing $50,000.00 or less in the aggregate, during a calendar year, are not material in nature, and, therefore, may be made by the Board of Directors without approval of the Unit Owners. The cost and expense of any such non-material additions, alterations or improvements to such Common Elements shall be as a "Special Assessment" of the Unit Owners, as provided in **Section 13.2** hereof. For purposes of this **Section 8**, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is made beyond that year.

Section 9: Additions, Alterations or Improvements by Unit Owner

9.1 To the Common Elements. After the completion of the Improvements included in the Common Elements which are set forth in this Declaration, or which are contemplated by the Developer in the completion of the development as set forth herein, there shall be no alterations or additions to the Common Elements (which by definition includes the Limited Common Elements), except as authorized by the Board of Directors and an affirmative vote, or written consent, or any combination thereof Unit Owners who hold at least seventy-five percent (75%) of all Voting Interests in the Association. In addition to the foregoing requirement, no alterations or additions may be made to the Limited Common Elements appurtenant to any particular Unit if such alteration or addition will adversely affect or prejudice the rights of such Unit Owner unless such consent first has been obtained. The cost of the foregoing shall be assessed as Common Expenses unless otherwise provided herein. Under no circumstances shall a Unit Owner be permitted to alter or modify the parapet walls.

9.2 To the Units. Except as otherwise reserved by the Developer or detailed in **Sections 3.4 or 18** herein, no Unit Owner shall make or cause to be made any alteration or improvement to such Owner's Unit except in accordance with this **Section 9.2**. A Unit Owner may make or cause to be made alterations and improvements to the interior of the Unit so long as

such alterations or improvements are not visible from the outside of the Unit or the Buildings, do not impair the structural integrity of the Unit or the Buildings, do not otherwise violate the terms of this Declaration, and are in compliance with all applicable building codes and laws. A Unit Owner may not expand, enlarge or relocate its Unit, except as otherwise set forth in **Sections 3.2 and 3.7** above. Other alterations or improvements to a Unit, which are not discussed in this Declaration, may be made only if prior approval in writing is obtained from the Board or a committee designated by the Board and governed by an officer of the Association.

9.3 Indemnification by Unit Owner. A Unit Owner making or causing to be made any such additions, alterations or improvements to the Unit or the Limited Common Elements as contemplated herein agrees, and shall be deemed to have agreed, for such Owner, and such Owner's heirs, personal representatives, successors and assigns, as appropriate, to discharge, release, defend (with counsel selected by the Association), indemnify and hold the Association and all other Unit Owners completely free and harmless for, from and against any and all liability or damage to the Condominium Property and expenses arising therefrom, related thereto or in any way connected therewith, and shall be solely responsible for the maintenance, repair and insurance thereof from and after the date of installation or construction thereof as may be required by the Association.

9.4 Power of Developer to Veto Certain Proposed Modifications. Notwithstanding any provision to the contrary contained herein, the Developer, having the intention in its development of the Condominium to maintain an uniform external appearance to the Buildings, shall have the power, until such time as the Association is transferred from the Developer to the other Unit Owners or when the Developer no longer offers Units for sale, to veto any proposed improvement as contemplated by this Section 9.

Section 10: Additions, Alterations or Improvements by Developer

The restrictions set forth in **Section 9** hereof shall not apply to Developer-owned Units. The Developer shall have the additional right, without the consent or approval of the Board of Directors or other Unit Owners, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it, to the proposed or already constructed Unit located or to be located thereon, and Limited Common Elements appurtenant thereto. Such modifications shall include, without limitation: (i) the removal of walls, floors, ceilings and other structural portions of the Unit; (ii) changes to the layout or number of rooms in any Developer-owned Units; and (iii) changes to the size and/or number of Developer-owned Units by combining separate Developer-owned Units or otherwise. Any amendments to this Declaration or the Condominium Plat required by actions taken pursuant to this Section may be effected by the Developer alone without the consent of any other person; provided, however, if any such amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit Owner shares the Common Expenses and owns the Common Surplus, the execution of the amendment to the Declaration effecting such change must be joined in by the record owners of the Unit, all record owners of liens on the affected Unit, and the affirmative vote or written consent or any combination thereof of not less than seventy-five percent (75%) of the Voting Interests of all Unit Owners. Without limiting the generality of **Section 6.5** hereof, the provisions of this Section may not be added to, amended or

deleted unless by, or with the prior written consent of the Developer.

Section 11: Operation of the Condominium by the Association; Powers and Duties

11.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation as amended from time to time. In addition, the Association shall have (i) all the common law and statutory powers of a not-for-profit corporation under the laws of the State of Florida that are not in conflict with the provisions of the Condominium Documents and the Act; (ii) all the powers and duties set forth in the Act; as well as (iii) all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

a) The irrevocable right to have access to any portion of each Unit at any time and from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any portion of the Common Elements or any portion of a Unit to be maintained by the Association pursuant to this Declaration or necessary to prevent damage to the Common Elements or a Unit or Units.

b) The power to make and collect Assessments and other charges and fines and related expenses authorized under the Act against Unit Owners, to regulate, administer, lease, maintain, repair and replace and mortgage Association Property and to grant, modify, relocate or cancel easements pertaining to the Common Elements.

c) The duty to maintain accounting records, according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times upon prior request.

d) The power to contract for the management and maintenance of the Condominium Property and to authorize a duly licensed management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of Rules & Regulations, and perform the maintenance, repair and replacement required of the Association with such funds as shall be made available by the Association for such purposes. The Association also shall have the power to join with other condominium associations and entities in contracting for the maintenance and repair of the properties of such other condominiums and other type properties, and may contract for or may join with other condominium associations in contracting for the management of the properties of such other condominiums and other type properties, as may be more specifically provided for by the Articles of Incorporation and By-Laws of the Association.

e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, if any. Such actions must be approved by a majority of the entire Board of Directors and the Owners of all the Units or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing, and no such action shall be permitted while the Developer owns any Unit without the prior written

consent of the Developer.

f) The power to adopt and amend Rules & Regulations concerning the details of the operation and use of the Condominium Property.

g) The power to acquire, lease, mortgage and convey real and personal property and to grant, modify and cancel easements regarding such property, provided that such action may be done only (i) upon the approval of a majority of the Board of Directors and (ii) a finding by the Board that such action is for the benefit of the Members of the Association. The requirements of **Section 8** pertaining to the Unit Owners' approval of costs in excess of the threshold amount stated therein (including the proviso as to the debt incurred) shall also apply to this acquisition and dealing with Association-owned property; provided, however, that the acquisition of a Unit as a result of a foreclosure of the lien for Assessments shall be exempt from these requirements.

h) The power to acquire or enter into agreements acquiring leaseholds, memberships or other possessory or use interests in lands or facilities for recreational purposes as long as such arrangements are also approved by the Owners of a majority of the Units.

i) All powers which a corporation not-for-profit in the State of Florida may exercise pursuant to this Declaration, the Articles of Incorporation and By-Laws, Chapter 617, Florida Statutes and the Act, in all cases except as expressly limited or restricted in the Act or the documents of the Condominium.

11.2 Conflict. In the event of conflict among the powers and duties of the Association and the terms and provisions of this Declaration, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable Rules & Regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable Rules & Regulations; and the By-Laws shall take precedence over applicable Rules & Regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate authority over the Condominium, consistent with the Act.

11.3 Limitation of Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Unit Owners, regardless if whether or not same shall have been approved by the Association pursuant to the provisions of Section 9 hereof. Further, the Association shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where (i) such insurance is not required hereby or (ii) the Association could not obtain such insurance at reasonable costs or upon reasonable terms.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE OTHER CONDOMINIUM DOCUMENTS OR ANY OTHER DOCUMENT BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM PROPERTY, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

a) **IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE CONDOMINIUM PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM PROPERTY AND THE VALUE THEREOF;**

b) **THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, PINELLAS COUNTY, THE CITY OF CLEARWATER AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND**

c) **ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.**

EACH UNIT OWNER (BY VIRTUE OF ITS ACCEPTANCE OF TITLE TO ITS UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.

AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS

(INCLUDING MANAGEMENT COMPANIES, IF ANY), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DEVELOPER AND ITS AFFILIATES, WHICH SHALL BE FULLY PROTECTED HEREBY.

11.4 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, pledged, hypothecated or transferred in any manner except as an appurtenance to such Owner's Unit.

11.5 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.

11.6 Acts of the Association. Unless the approval or action of Unit Owners and/or a certain specific percentage of the Board of Directors is specifically required in this Declaration, the Articles of Incorporation, the By-Laws, applicable Rules & Regulations of the Association or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

11.7 Binding Effect of Condominium Documents. Every Owner, whether having acquired ownership of a Unit by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the Articles of Incorporation, the By-Laws, and the provisions of this Declaration. Membership in the Association shall automatically terminate upon the voluntary or involuntary termination of ownership of a Condominium Parcel, and the subsequent Owner(s) taking title shall automatically become entitled to membership.

11.8 Effect on Developer. If the Developer holds a Unit for sale in the ordinary course of business, none of the following actions may be taken after control of the Association has passed to Unit Owners (other than the Developer), without the prior written approval of the Developer:

a) Assessment of the Developer as a Unit Owner for Capital Improvements;

b) Any action by the Association that would be detrimental to the sales of Units by the Developer (or Developer's agents) or the assignment of Limited Common Elements by the Developer for consideration; provided, however, that an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

Section 12: Management Agreement

The Association shall be the entity responsible for the management and operation of the Condominium. The Association has the power, but not the duty, to enter into a Management Agreement, with a third party for the management and operation of the Condominium.

Section 13: Common Expenses and Common Surplus and Assessments

13.1 Common Expenses and Common Surplus. The Owner(s) of each Unit will own an undivided interest in the Common Elements of the Condominium and Common Surplus of the Condominium Association and shall be obligated for a proportionate share of the Common Expenses. Generally speaking, the Common Elements consist of all parts of the Condominium Property not included in the Units. The Common Expenses include all expenses and assessments properly incurred by the Association for the Condominium which are to be shared by the unit Owners, including, without limitation, (a) the costs of maintaining, operating, insuring and/or replacing the Common Elements; (b) all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended; (c) the cost of a master antenna television system or duly franchised cable or satellite television service obtained pursuant to a bulk contract; (d) the cost of any bulk contract for broadband, telecommunications, satellite and/or internet services, if any; (e) if applicable, costs relating to reasonable transportation services, road maintenance and operation expenses, management, administrative, professional and consulting fees and expenses, and in-house and/or interactive communications and surveillance systems; (f) the real property taxes, Assessments and other maintenance expenses attributable to any Units acquired by the Association or any Association Property; (g) all expenses related to the installation, repair, and maintenance of exterior storm shutters by the Board (provided, however, that a Unit Owner who has already installed exterior storm shutters (or other acceptable hurricane protection) shall receive a credit equal to the pro rata portion of the assessed installation cost assigned to each Unit, but shall not be excused from any portion of expenses related to maintenance, repair, replacement or operation of same); (h) any lease or maintenance agreement payments required under leases or maintenance agreements for mechanical or other equipment, supplies, etc., including without limitation, leases for trash compacting, recycling and/or laundry equipment, if same is leased by the Association rather than being owned by it; (i) any obligations, financial or otherwise, of the Association and/or running with the Land pursuant to the Easement Agreement; (j) all expenses related to the installation, repair, maintenance, operation, alteration and/or replacement of Life Safety Systems; (k) any unpaid share of Common Expenses or Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure; (l) costs of fire, windstorm, flood, liability and all other types of insurance including, without limitation, and specifically, insurance for the officers and directors of the Association; (m) costs of water and sewer, electricity, gas and other utilities which are not consumed by and metered to individual Units; and (n) costs resulting from damage to the Condominium Property which are necessary to satisfy any deductible and/or to effect necessary repairs which are in excess of insurance proceeds received as a result of such damage. Common Expenses shall not include any separate obligations of individual Unit Owners.

Funds for the payment of Common Expenses shall be assessed against Unit Owners in the proportions or percentages provided in **Exhibit "B"** to the Declaration. A Unit Owner's share of Common Expenses shall be in the same proportion as its ownership interest in the Common

Elements. Common Surplus is owned by Unit Owners in the same shares as their ownership interest in the Common Elements.

13.2 Special Assessments. The Board of Directors may levy "Special Assessments," which are any assessments levied against a Unit Owner and such Owner's Unit, other than the assessment required by the annual budget. Special Assessments may be levied by the Board of Directors and shall be payable in lump sums or installments, in the discretion of the Board.

Section 14: Collection of Assessments

The general assessments (the "General Assessments") and Special Assessments (collectively, the "Assessments") shall be collected as follows:

14.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including by purchase at a judicial sale or by deed in lieu of foreclosure, shall be liable for all Assessments coming due while such person (as defined by **Section 1.01 (3)**, Florida Statutes) is the Owner of the Unit. Additionally, a Unit Owner shall be jointly and severally liable with the previous owner for all unpaid Assessments that came due up to the time of the conveyance, without prejudice to any right such Unit Owner may have to recover from the previous owner the amounts paid by such Unit Owner. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

14.2 Default in Payment of Assessments. Assessments and installments on them not paid when due bear interest from the date when due until paid at the maximum interest rate permitted by law, and at the sole discretion of the Board, a late charge not to exceed the greater of Twenty Five dollars ($25.00) or five (5%) percent of each installment of the Assessment for each delinquent installment that the payment is late shall be due and payable.

As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after 30 days' prior written notice to the applicable Unit Owner and the recording of a claim of lien, the Association may declare the balance of Assessment installments due for the remainder of the fiscal year and payments of other known Assessments to be accelerated and shall thereupon be immediately due and payable. In the event that the amount of such accelerated installments or payments changes, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within 10 days of same taking effect.

Any payments received by the Association from a delinquent Unit Owner shall be applied first to any interest accrued as provided above, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection as aforesaid and then to the delinquent and any accelerated Assessments. The foregoing application of funds received shall be applicable despite any restrictive endorsement, designation or instruction placed on or accompanying a payment.

14.3 Notice of Intention to Foreclose Lien. Unless otherwise required by the Act or other applicable law, no foreclosure judgment may be entered until the recording of a claim of lien and at least 30 days' written notice to the Unit Owner of the Association's intention to

foreclose its lien to collect the unpaid Assessments. If this notice is not given at least 30 days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. It after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a 'Notice of Contest of Lien' as provided in the Act.

14.4 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent, the expenses of such receiver to be paid by the party, which does not prevail in the foreclosure action.

14.5 Institutional First Mortgagee. An Institutional First Mortgagee acquiring title to a Condominium Parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership. In addition, the Institutional First Mortgagee is liable for the share of Common Expenses or Assessments or other charges imposed by the Association pertaining to such Condominium Parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed; provided, however, the mortgagee's liability is limited to a certain period of time, and in no event to exceed the maximum percentage amount of the original mortgage debt, all as set forth in the Act as same may be amended from time to time. If any unpaid share of Common Expenses or Assessments or other charges is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of Common Expenses or Assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer, and such acquirer's successors and assigns.

14.6 Certificate of Unpaid Assessments. Within fifteen (15) days after request by a Unit Owner or mortgagee of a Unit (together with the receipt of the required fee for the issuance of such certificate), the Association shall provide a certificate stating whether all Assessments and other monies owed to the Association by the Unit Owner with respect to such Owners Unit have been paid, and, if not, how much remains due and owing.. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

14.7 Installments. Assessments shall be collected monthly or quarterly, in advance, as determined from time to time by the Board of Directors. Initially, General Assessments will be collected monthly.

14.8 Developer's Maintenance Guarantee. The Developer has guaranteed that the Assessments for Common Expenses of the Condominium imposed upon the Unit Owners other

than Developer shall not increase over the amount set forth in the Prospectus delivered to purchasers from the Developer, from the time the Declaration of Condominium is recorded in the Public Records of the County, until the last day of twelve (12) calendar months following the month of recording of the Declaration of Condominium in the Public Records of the County ("Initial Guarantee Period"). During the Initial Guarantee Period, the Developer will not be required to make payments for Assessments attributable to Units owned by the Developer, including, but not limited to, the full funding of the reserves unless properly waived, but, instead, will be obligated to pay any amount of Common Expenses incurred during that period and not produced by the Assessments at the guaranteed level receivable from other Unit Owners. The foregoing provisions are pursuant to Florida Statutes Section 718.116(9)(a). After the Initial Guarantee Period, the Developer shall have the option, but not the obligation, to extend the guarantee for up to eight (8) additional six-month periods commencing at the expiration of the Initial Guarantee Period. No funds receivable from Unit purchasers or Owners and payable to the Association, including, working capital contributions or start up funds, or collected from Unit purchasers at closing, may be used for payment of such Common Expenses by the Developer on behalf of the Association prior to the expiration of the Developer's guarantee, other than regular periodic Assessments for Common Expenses as provided in this Declaration and disclosed in the Estimated Operating Budget referred to above.

The provisions of this Subsection 14.8 are paramount to and superior to the provisions of Subsections 5.1 and 14.1 of this Declaration as to the matters set forth in this Section. For further information as to the Developer's maintenance guarantee, reference should be made to the Developer's Prospectus and the initial Estimated Operating Budgets that are attached thereto as Exhibits.

14.9 Condominium Working Capital Fund. A contribution to the working capital fund in the sum of two (2) times the monthly Assessment amount, shall be payable to the Association at the time of the initial closing of a Unit from the Developer to the first Unit Owner. This contribution is not to be considered as an advance maintenance payment or funds of the Association, but rather as a purchaser's share of the initial expenses of the Condominium itself, such as advance insurance premiums, other prepaid premiums, rentals, utility deposits, charges for service contracts, permits and licenses. In addition to the above, the Condominium working capital fund may be used for the purposes of emergency needs, initial items and non-recurring capital expenses. The Association shall reimburse Developer for any such sums advanced by it out of Assessments paid by Unit Owners or by way of a credit against obligations Developer may have to pay to the Association. However, the capital contributions of purchasers to the Condominium Association may not be used for such purposes as long as the Developer's maintenance guaranty, as further described in Section 14.8, is in effect.

14.10 Liability For Assessments When Unit is Rented. When an Owner who is leasing its Unit fails to pay any Assessment or any other charge to be paid by the Owner to the Association pursuant to this Declaration for a period of more than thirty (30) days after it is due and payable, the Association has the right to file an action for foreclosure and request a receivership to collect the rents and hold them pending the outcome of the foreclosure. This provision shall not be construed to release the Owner from any obligation, including the obligation for Assessments, for which he or she would otherwise be responsible.

Section 15: Insurance

The following provisions shall govern insurance covering the Condominium Property and the Association Property:

15.1 Insurance Trustee. The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint such Insurance Trustee, the Board of Directors will perform directly all obligations imposed upon such Insurance Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.

15.2 Purchase, Custody and Payment.

a) Purchase. All insurance policies described herein covering portions of the Condominium and Association Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in the State of Florida or by a surplus lines carrier offering policies for Florida properties meeting all criteria established by the Board or the Act and any rules promulgated thereunder.

b) Named Insured. The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.

c) Custody of Policies and Payment of Proceeds. All insurance policies purchased by the Association shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee, if appointed, and copies of all such policies and endorsements thereto shall be given to the Insurance Trustee.

d) Copies to Mortgagees. The Association, upon receipt of written request therefor, shall deliver a certificate evidencing each such insurance policy, and all endorsements thereto, to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

e) Exceptions from Association Responsibility: Unit Owner's Personal Coverage. Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon any and all property lying within the boundaries of their Unit, including, but not limited to, their personal property, and for their personal liability, moving and relocation expenses, lost rent expenses and living expense and for any other risks not otherwise insured in accordance herewith. To the extent that a Unit Owner or other Occupant of a Unit desires coverage for such excluded items, it shall be the sole responsibility of the Unit Owner and/or Occupant to obtain the same.

Unit Owners may be required to purchase flood insurance for their respective Unit(s) if such insurance is required by their mortgagee(s) for interior improvements.

The Association shall have no obligation to purchase flood insurance or fire and casualty insurance on the personal property within the Units.

In accordance with **Section 3.3(c)** herein, the Unit Owner shall be solely responsible for insuring any and all equipment, machinery, fixtures, furniture or the like installed and/or placed upon or within the Limited Common Elements appurtenant to such Owner's Unit, as well as any other Improvements located within such Limited Common Elements.

Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against a Unit Owner due to accidents occurring within such Owner's Unit, rather it shall be the obligation of the individual Unit Owner, if such Unit Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

15.3 Coverage Responsibilities of Association. A Unit Owner controlled Association shall use its best efforts to obtain and maintain adequate insurance covering the following, and if the Association is Developer-controlled, the Association shall exercise due diligence to obtain and maintain such insurance:

a) Casualty. The Buildings [including all fixtures, installations or additions comprising that part of the Building within the boundaries of the Units and required by the Act to be insured under the Association's policy(ies), but excluding all furniture, furnishings, Unit floor coverings, wall coverings and ceiling coverings or other personal property owned, supplied or installed by Unit Owners or Tenants of Unit Owners, and also excluding hurricane shutters, and the following equipment if it is located within a Unit and the Unit Owner is required to repair or replace such equipment: electrical fixtures, appliances, air conditioner or heating equipment, water heaters, built-in cabinets or any other item, personal property, fixture, appliance or equipment permitted to be excluded from the Condominium's insurance policy pursuant to the Act, as same may be amended or renumbered from time to time] and all Improvements located on the Common Elements from time to time, together with all fixtures, Buildings service equipment, personal property and supplies constituting the Common Elements or owned by the Association (collectively the "Insured Property"), shall be insured in an amount not less than one hundred (100%) percent of the full insurable replacement value thereof, excluding foundation and excavation costs and a commercially reasonable deductible as determined by the Board. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(i) Loss or Damage by Fire and Other Hazards covered by a standard extended coverage endorsement; and

(ii) Such Other Risks as from time to time are customarily covered with respect to Buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in

connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors, but with combined single limit liability of not less than One Million Dollars ($1,000,000.00) per occurrence, Five Hundred Thousand Dollars ($500,000.00) per person and Fifty Thousand Dollars ($50,000.00) for property damage, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa. The Association may also obtain and maintain liability insurance for its directors and officers and for the benefit of the Association's employees, in such amounts and under such terms and conditions as the Association deems appropriate in its sole and absolute discretion.

c) Worker's Compensation and other mandatory insurance, when applicable.

d) Fidelity Insurance. If required by the Act or FNMA/FHLMC, covering all persons who control or disburse Association funds, which shall include, without limitation, those individuals authorized to sign Association checks and the president, secretary and treasurer of the Association. The insurance policy or fidelity bond shall be in such amount as shall be determined by a majority of the Board, but must be sufficient to cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The Association, as a Common Expense, shall pay the premiums on such bonds and/or insurance.

e) Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.

f) Such Other Insurance as the Board of Directors shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association, its officers, members of the Board, the Developer, and its respective employees and agents, and against the Unit Owners individually or as a group, (ii) pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk; and (iii) avoid liability for a loss that is caused by an act of the Board of Directors, a member of the Board of Directors, the Developer, one or more Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of the individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

Every casualty insurance policy obtained by the Association, if required by FNMA/FHLMC, and if generally available, agreed amount and inflation guard endorsement unless the Board finds such endorsement is unobtainable or economically infeasible.

15.4 Additional Provisions. All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least 30 days' prior written notice to all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors may wish to obtain an

appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.

15.5 Premiums. The Association, as a Common Expense, shall pay premiums upon insurance policies purchased by the Association, except that the costs of fidelity bonding for any management company employee may be paid by such company pursuant to its contract with the Association Premiums may be financed in such manner as the Board of Directors deems appropriate. The Board shall determine the appropriate deductible for each policy of insurance. Each Owner, by acceptance of a deed or other conveyance of a Unit, hereby ratifies and confirms any decisions made by the Association in this regard and recognizes and agrees that funds to cover the deductible must be provided from the general operating funds of the Association before the Association will be entitled to the insurance proceeds. The Association may, but shall not be obligated to, establish a reserve to cover any applicable deductible.

15.6 Insurance Trustee; Share of Proceeds. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering losses to the Insured Property shall be paid to the Insurance Trustee, which may be designated by the Board of Directors and which, if so appointed, shall be a bank or trust company in Florida with trust powers, with its principal place of business in the State of Florida. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but shares need not be set forth on the records of the Insurance Trustee:

a) Insured Property. Proceeds on account of damage to the Insured Property shall be held by the Association for each Unit Owner as tenants-in-common on the basis of the fair market value of each Unit, relative to the other Units in the Condominium, immediately prior to the event of casualty (such fair market value shall be determined by an MAI-certified appraiser selected by the Board of Directors in its sole discretion); provided, however, that prior to any distributions to the Unit Owners, such proceeds shall first be distributed in accordance with the provisions of **Section 15.7** herein.

b) Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

15.7 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee, if appointed, shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

a) Expenses of the Trust. All expenses of the Insurance Trustee (if any) shall be first paid or provision shall be made therefor.

b) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, by check made payable jointly to such beneficial owners and their respective mortgagee(s).

c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in **Section 15.6(a)** herein, provided, however, that no payment shall be made to an owner to the extent that the Owner's Unit is encumbered by a mortgage or other lien. To the extent that the Unit is so encumbered, the net proceeds shall be paid to the mortgage and lien holders in the order of priority of such mortgages and liens. Any balance of proceeds attributed to such Owner's share remaining after satisfaction of such mortgages and liens, if any, shall be paid to the Owner. If there is no mortgage on the Unit, all distributions shall be made directly to the Unit Owner.

d) Certificate. In making distributions to Unit Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its president and secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.

15.8 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each holder of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

15.9 Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.

15.10 Damage Not Covered. The cost to repair any damage caused to the Common Elements or any portion thereof or other property owned by the Association by a Unit Owner or a Guest, family member or Tenant of such Unit Owner or Unit, which is not covered by insurance, including, inter alia, lack of coverage due to a deductible, shall be the responsibility of and shall be paid by said Unit Owner. The cost of any damage to a Unit not covered by insurance caused from a source outside the Unit, which source of damage is under the control and management of the Association, and said damage is through no negligence on the part of the Association, shall be borne exclusively by the Unit Owner sustaining the damage.

15.11 Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be

the obligation of the individual Unit Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

Section 16: Reconstruction or Repair After Fire or Other Casualty

16.1 Determination to Reconstruct or Repair. Subject to the immediately following subsections, in the event of damage to or destruction of the Insured Property as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property, and the Insurance Trustee, if appointed, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

If fifty percent (50%) or more of the Insured Property is substantially damaged or destroyed and if seventy-five percent (75%) or more of the Voting Interests of all Unit Owners vote in favor of, or give their written consent to, or any combination thereof, not proceeding with the repair or restoration thereof and a majority of Institutional First Mortgagees approve such resolution, the Condominium Property shall not be repaired and the net proceeds of insurance resulting from such damage or destruction shall be distributed to each Unit Owner, by check made payable to such Unit Owner and its respective mortgagee(s), in accordance with the provisions of **Section 15.6(a)** herein. Following such distribution of proceeds, the Condominium shall be terminated and the ownership of the Condominium Property shall be held by the formerly-titled Unit Owners in undivided interest as tenants-in-common, subject to and in accordance with the provisions of **Section 21** hereof.

Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Insurance Trustee (if appointed) notifies the Board of Directors and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Insurance Trustee (if appointed) notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

16.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements and the then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors and the then applicable building and other codes. If the reconstruction of the Condominium Property or Association Property cannot be made in substantial conformity with the plans and specifications for the original Improvements, then upon the vote of the Board of Directors that substantial compliance with the plans cannot be followed, the Condominium shall be considered terminated, and the provisions of this Declaration relating to termination shall be followed.

16.3 Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction

fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

a) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than $100,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

b) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than $100,000.00, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subsection (a) above, but then only upon the further approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.

c) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance shall be distributed to each Unit Owner, by check made payable jointly to such Unit Owner and its respective mortgagee(s), in accordance with the provisions of **Section 15.6(a)** herein.

d) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.

e) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect, engineer or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Unit Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

16.4 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be levied

against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements, as determined by the Association.

16.5 Responsibilities of Unit Owners. If damage occurs to the Units, the maintenance and responsibility of which lies solely upon the respective Unit Owners, then each Unit Owner shall be solely responsible for all necessary reconstruction and repair to its respective Unit which reconstruction and repair shall be effected promptly and in accordance with guidelines established by the Board of Directors. Each Unit Owner shall have the absolute responsibility of applying insurance proceeds, arising as a result of flood, fire or other casualty damage to the Unit to the repair and/or reconstruction of such Unit; provided, however, that no Unit Owner shall have the responsibility of applying insurance proceeds to the repair and/or reconstruction of the respective Units if the Condominium is terminated in accordance with the provisions of **Section 21** herein.

16.6 Benefit of Mortgagees. Certain provisions in this Section are for the benefit of mortgagees of Units and may be enforced by any of them.

Section 17: Condemnation

The following provisions shall govern any condemnation of any portion(s) of the Condominium Property:

17.1 Deposit of Certain Condemnation Awards with Insurance Trustee. Condemnation awards pertaining to the taking of Common Elements shall be paid over by each Unit Owner to the Insurance Trustee for use as noted hereinafter in this Section. In the event the Unit Owner fails to turn over such award as required, the defaulting Unit Owner shall be charged the maximum interest which does not constitute usury under Florida law until such amount is fully paid.

Condemnation awards pertaining to the condemnation of Units shall not be the property of the Association.

17.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for in **Section 16** herein for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

17.3 Disbursement of Funds. If the Condominium is terminated following a condemnation, the proceeds of the awards pertaining to the condemnation of Common Elements will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of any such awards shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty, or as elsewhere in this Section specifically provided.

17.4 Condemnation of Common Elements. Awards for the taking of portions of the Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, however, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed, after adjustments to these shares effected pursuant hereto by reason of the taking, to each Unit Owner by check made payable jointly to such Unit Owner and its respective mortgagee(s), in accordance with the provisions of **Section 15.6(a)** herein.

17.5 Condemnation of a Unit. If there is a taking of a Unit, the respective Unit Owner shall not be required to utilize any portion of the condemnation award with regard to reconstruction of the Unit. Following such taking of a Unit and the recording of a deed to the condemning authority, (1) the affected Unit Owner shall no longer have an ownership interest in the Unit or an undivided ownership interest in the Common Elements, and (2) such Unit Owner shall no longer be responsible for the payment of Common Expenses.

The following changes shall be made in the Condominium following a taking as described in this Section.

a) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors.

b) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This distribution shall be determined by taking the fractional share of each Unit Owner in proportion to the number of Units remaining in the Condominium.

c) Assessments. In the event the Association does not have the funds necessary to alter the remaining portion of the condemned Unit for use as a part of the Common Elements, the additional funds for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

17.6 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration that is only required to be approved by, and executed upon the direction of a majority of all members of the Board of Directors.

Section 18: Occupancy and Use Restrictions

In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions. Each Unit Owner shall:

18.1 Promptly pay Assessments levied by the Association.

18.2 Maintain in a clean and sanitary manner and repair its Unit and all interior surfaces within or surrounding its apartment Unit (such as the surfaces of the walls, ceilings, floors, etc.) whether or not a part of the Unit or Common Elements, which are a part of the Unit, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to its Unit.

18.3 Not use or permit the use of this Unit except for purposes consistent with the laws of government authorities having jurisdiction over the Condominium Property.

18.4 Not permit or suffer anything to be done or kept in the Unit which would increase the insurance rates on the Unit or on the Common Elements, or which will obstruct or interfere with the rights of other Members or annoy them with unreasonable noises or otherwise; nor shall a Member commit or permit any nuisance, immoral or illegal act in the Unit or on the Common Elements. Except for Units located on the first floor of any Building and unless installed by the Developer, or prior to the creation of the Condominium or otherwise first approved by the Board, hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like will not be permitted in a Unit. The Board shall not approve the installation of any hard and/or heavy surface floor coverings unless the aggregate sound isolation and acoustical treatment carries a minimum Sound Transmission Classification (STC) of 50 and a minimum Impact Isolation Classification (IIC) of 50 (as tested without a suspended ceiling below). The installation of the foregoing insulation materials shall be performed in a manner that provides proper mechanical isolation of the flooring materials from any rigid part of the building structure, whether of the concrete subfloor (vertical transmission) or adjacent walls and fittings (horizontal transmission) and must be installed prior to the Unit being occupied. Also, the installation of any Improvement or heavy object must be submitted to and approved by the Board, and be compatible with the overall structural design of the applicable Building. Any use guidelines set forth by the Association shall be consistent with good design practices for the waterproofing and overall structural design of the Building. No floor coverings shall be installed on any balcony, terrace, patio or lanai. Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations. Applicable warranties of the Developer, if any, shall be voided by violations of these restrictions and requirements. Each Owner agrees that sound transmission in a multi-story building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from sound transmission.

18.5 Conform to and abide by the By-Laws and uniform Rules & Regulations in regard to the use of the Unit and Common Elements, which may be adopted in writing from time to time by the Association, and to see that all persons using the Owner's property, by, through or under him do likewise.

18.6 Make no alteration, decoration, repair, replacement or change to the Common Elements or to any outside or exterior portion of the Buildings, without the prior written consent of the Association.

18.7 Allow the Board or the authorized agents of the Association to enter any Unit during reasonable hours, when necessary for maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to another Unit or Units. If no key has been provided to the Association, then the expense of entry into a Unit for emergency purposes shall be borne by the Owner of the Unit.

18.8 Show no sign, advertisement or notice of any type on or visible from the Common Elements or his Unit, and erect no exterior antennas and aerials, except as provided in uniform regulations promulgated by the Association. No Unit Owner shall cause or allow Improvements or physical or structural changes to any Unit, Limited Common Elements appurtenant thereto, Common Elements or Association Property, including, but not limited to, painting or other decorating of any nature, installing or altering any electrical wiring or plumbing systems, installing television antennae, satellite dishes, electronic devices, transmitting and/or receiving equipment, machinery, or air-conditioning units, which in any manner change the appearance of any portion of the Building, without obtaining the prior written consent of the Association (in the manner specified in this Declaration). Notwithstanding anything contained herein to the contrary, and pursuant to Florida Law, a Unit Owner may display one portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectable way portable, removable official flags, not larger than 4-1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard, regardless of any declaration rules or requirements dealing with flags.

18.9 Abide by any regulations regarding children as may be established by the Association, except that no regulations shall prohibit children from residing in or occupying a Unit.

18.10 Make no repairs to any plumbing, air conditioning systems or electrical wiring within a Unit, except by plumbers, repairmen or electricians authorized to do such work by the management of the Association. Plumbing, air conditioning, and electrical repairs within a Unit shall be paid for and be the financial obligations of the Owner of the Unit. The Association shall pay for and be responsible for plumbing, air conditioning repairs and electrical wiring within the Common Elements. The Association shall have the right to exclude any unauthorized repairmen from the Condominium.

18.11 Return the "Condominium Parcel" for the purpose of ad valorem taxes to the respective taxing authorities having jurisdiction over them for separate Assessment against its

Condominium Parcel. For the purposes of ad valorem taxation, the interest of the Owner of a "Condominium Parcel" in its "Condominium Unit" and in the "Common Elements" shall be considered as a Unit. The value of said Unit shall be equal to the proportion or percentage of the value of the entire Condominium, including land and Improvements, as has been assigned to said Unit in **Exhibit "B"** of this Declaration. The total of all said proportions or percentages equals the value of all of the land and Improvements thereon.

18.12 Use the Parking Spaces and Carports as provided herein.

18.13 Not replace and/or remove screens, jalousies or other enclosures on balconies, patios or terraces or on other parts of the Buildings, even though such areas may be a part of the Unit, except with prior written approval of the Board.

18.14 Not extend, enclose or decorate in any way whatsoever the balconies, patios or terraces without the prior consent of the Board.

18.15 Except as otherwise provided herein, not divide or subdivide a Unit for purpose of sale or lease. Notwithstanding the foregoing, a Unit may be combined with a contiguous Unit and occupied as one dwelling Unit. Such a combination shall be for occupancy only and shall not be deemed and amendment to the Declaration. Further, any such combination shall not materially alter the configuration of a Unit.

18.16 Not hang any laundry, garments or other objects that are visible from outside of the Unit, except for draperies, blinds, shades or other suitable window coverings. Decorative window coverings shall not include any type of reflective film on any glass windows or doors. Curtains, blinds, shutters, or draperies (or linings thereof), which face the exterior windows or glass doors of Units, shall be white or off-white in color and shall be subject to disapproval by the Association, in which case they shall be removed and replaced by the Unit Owner with items acceptable to the Association.

18.17 Not allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, so that each Unit, the Common Elements and Limited Common Elements shall at all times remain in a clean and sanitary condition.

18.18 Not make any use of a Unit that violates any laws, ordinances and regulations of any governmental body having jurisdiction thereof.

18.19 Not contain more than two (2) pets, as described below. Domesticated dogs and/or cats may be maintained in a Unit provided such pets are: (a) permitted to be so kept by applicable laws and regulations, (b) not left unattended on balconies, terraces, patios or in lanai areas, (c) carried or leashed at all times when on the Common Elements and/or Association Property, (d) generally, not a nuisance to Owners or Occupants of other Units or of neighboring Buildings and (e) not a Pit Bull, Rottweiler, Chow, Doberman, Bull Mastiff, or other breed considered to be dangerous by the Board of Directors in its sole discretion; provided that, neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from, connected with or in any way related to a violation of the foregoing and any Occupant of a Unit committing such a violation shall fully release, discharge, defend (with counsel selected by the Association and/or Developer) indemnify and hold harmless the Board of

Directors, the Developer, each Unit Owner and the Association in such regard. The applicable Unit Owner(s) must promptly repair any landscaping damage or other damage to the Common Elements caused by a Unit Owner's pet. Each Unit Owner shall be responsible for the actions of each pet and for cleaning up after it. The Association retains the right to effect said repairs and charge the Unit Owner therefore. A violation of the pet regulations shall entitle the Association to exercise any or all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in the By-Laws and any applicable Rules and Regulations) and/or to require any pet to be permanently removed from the Condominium Property.

18.20 The Board of Directors shall have the right to promulgate Rules & Regulations regarding soundproofing of floors in connection with the installation of floor coverings.

18.21 In order to provide for proper safety, food or beverages shall be consumed at the pool and spa only in the area designated by the Association.

18.22 No radios or other audio sound systems may be played at the pool by any resident or Guest of the Condominium Property without personal headphones.

18.23 Pool chairs may not be removed from the pool deck.

18.24 All residents must provide proper identification to gain access to the pool.

18.25 No parties may be held on the pool deck or other Common Element without the approval of the Association.

18.26 Owners must accompany their Guests to the pool at all times. No more than two (2) Guests are permitted at the pool or other recreational facilities or amenities at any time, without the approval of the Association.

18.27 Other than the Developer and as otherwise provided herein, Unit Owners may not commence any construction or renovation without written notification to the Association at least seventy-two (72) hours in advance. The Association may reasonably restrict the time and manner of construction, except as it relates to the Developer. Other than the Developer, Unit Owners must provide the Association with a $500.00 security deposit prior to commencing construction or renovation. Additionally, while the Developer maintains a construction dumpster on-site, all Unit Owners constructing or renovating their Units must pay to the Developer a nonrefundable fee of up to $200.00 for use of the dumpster.

18.28 Other than the Developer, Owners must deliver copies of proper permits, licenses and insurance certificates and plans and specifications to the Association before commencing or causing others to commence construction or renovation. Owners must use only properly licensed workers.

18.29 Other than the Developer, all construction or renovation in Units may be done on Monday through Friday during the hours between 8:00 a.m. to 6:00 p.m. and Saturday from 10:00 am. to 4:00 p.m.

18.30 Proper attire is required, including shirts and shoes, when walking through Common Elements.

18.31 Owners and residents must deposit their trash in the trash receptacles.

18.32 Owners must provide the Association with at least one set of keys to their Unit(s) in case of emergency.

18.33 All rental agreements must be delivered to the Association within seven (7) days in advance of arrival.

18.34 No Unit Owner shall install, within his or her Unit, or upon the Common Elements or Association Property, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture, and or shelving in a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall. Additionally, all Unit Owners, whether or not occupying the Unit, shall periodically run the air conditioning system to maintain the Unit temperature at 78° F or below, to minimize humidity in the Unit. While the foregoing are intended to minimize the potential development of molds, fungi, mildew and other mycotoxins, each purchaser understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins. The Developer does not make any representations or warranties regarding the existence or development of molds or mycotoxins and each purchaser shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same. In furtherance of the rights of the Association as set forth in Section 11.1(a) of the Declaration, in the event that the Association reasonably believes that the provisions of this paragraph are not being complied with, then, the Association shall have the right (but not the obligation) to enter the Unit (without requiring the consent of the Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as required hereby (with all utility consumption costs to be paid and assumed by the Unit Owner). To the extent that electric service is not then available to the Unit, the Association shall have the further right, but not the obligation (without requiring the consent of the Owner or any other party) to connect electric service to the Unit (with the costs thereof to be borne by the Unit Owner, or if advanced by the Association, to be promptly reimbursed by the Owner to the Association, with all such costs to be deemed Charges).

18.35 No trucks, commercial vehicles, campers, mobile homes, motorhomes, house trailers or trailers of every other description, recreational vehicles, horse trailers or commercial vans, shall be permitted to be parked or to be stored at any place on the Condominium Property. Except as may be permitted by any rules adopted by the Association, no boat trailer, boat or watercraft shall be stored or parked on any portion of the Condominium Property. Notwithstanding anything to the contrary, the Association may permit the parking of such vehicles, boats or trailers in an enclosed garage, if any.

18.36 The Developer shall be exempt from all provisions herein requiring the consent of the Association, except for such exemptions expressly prohibited by §61B-18.007, Florida Administrative Code.

Section 19: Conveyances, Sales, Rentals, Leases and Transfers

In order to insure the community of congenial residents and thus protect the value of the Units, the sale, leasing, rental and transfer of Units by any Owner shall be subject to the following provisions:

19.1 Buyer Approval. No Condominium Parcel shall be sold, leased or transferred without the prior written approval of the Association, which approval shall not be unreasonably withheld. Any Unit Owner who receives a bona fide offer to purchase or lease their Unit (such offer to purchase a Unit is called an "Outside Offer", the party making any such Outside Offer is called an "Outside Offeror", and the Unit Owner to whom the Outside Offer is made is called an "Offeree Unit Owner"), which they intend to accept, shall deliver notice of such intent to accept the Outside Offer by personal delivery or certified and/or registered mail to the Board of Directors together with a copy of the Outside Offer. Said notice shall also state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Board of Directors may reasonably require.

The Association may charge a transfer fee or screening fee in connection with such Outside Offer, and such charge shall not exceed the maximum amount allowed under the Act (as it may be amended from time to time). The Association may establish screening procedures for personal or telephone interviews of any Outside Offeror, and for the issuance of an Approval Certificate as described below.

Prior to the closing on any Outside Offer, a Unit Owner must receive a certificate executed and acknowledged in recordable form by an officer of the Association stating that the provisions of this subsection have been satisfied by a Unit Owner. The Association may charge a fee in connection with the furnishing of such certificate, which fee shall not be in excess of the charges reasonably required for same, and such charge shall not exceed the maximum amount allowed under the Act, as it may be amended from time to time.

Any deed or lease or other conveyance to an Outside Offeror shall automatically be deemed to provide that the acceptance thereof by the grantee or Tenant shall constitute an assumption of the provisions of the Condominium Documents, and all other agreements, documents or instruments affecting the Condominium, as the same may be amended from time to time.

19.2 Rental or Lease. No Condominium Parcel shall be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld, provided, however, that a Unit Owner shall be prohibited from leasing its Unit more than two (2) times per calendar year and for a term of no less than one (1) year. The Board shall have the right to require that a substantially uniform form of lease or addendum to lease be used. The Board shall have the right to charge a screening fee in the amount of $100.00, or the maximum amount permitted by law, whichever is greater. Further, a prospective lessee shall be required, as a condition precedent to occupying any Unit, to deliver a security deposit to the Association in the maximum amount permitted by law. Upon receipt, the Association shall deposit such security deposit in an escrow account. In the event that the Tenant or its family members or Guests directly or indirectly cause or contribute to any damage to the Common Elements, the Association shall be permitted to use the security deposit to repair said damage. In the event that

the Association uses any portion of the security deposit, the lessee shall be required to replenish the security deposit, upon demand, and failure to do so shall be deemed to be a breach of the lease agreement. This security deposit shall be in addition to (and not in lieu of) any deposit required by the Unit Owner under the lease. Notwithstanding the foregoing, the Unit Owner will be jointly and severally liable with the Tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from the acts or omissions of Tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the Tenant and a charge may be levied against the Unit therefore. All leases are hereby made subordinate to any lien filed by the Association, whether prior or subsequent to the effective date of the lease.

Each lease shall be in writing and shall specifically provide that the Association shall have the right to terminate the lease upon default by the Tenant in observing any of the provisions of the Condominium Documents, or other applicable provisions of any agreement or instrument governing the Condominium or administered by the Association.

The lease shall also include a provision (or, if it does not, shall be deemed to include a provision) that a material condition of the lease shall be the Tenant's full compliance with the Condominium Documents, and if and when the Tenant breaches the lease or the Condominium Documents, the Association, on behalf of the Unit Owner, is and shall be authorized to evict any Tenant. There shall be no subleasing of Units, or renewal of leases without application to and approval by the Association. A sublease, if approved, shall be considered a new lease transaction for purposes of this Section 19. Renewal applicants are not required to remit the application fee, which may be charged by the Association.

In the event the Board approves a rental or lease, such approval of a lease or rental shall not release the Unit Owner from any obligation under this Declaration, and either the lessee or the Unit Owner shall have the right to use the facilities and Common Elements, to the exclusion of the other party. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a Tenant of Association Property and Common Elements otherwise readily available for use generally by Owners.

19.3 Corporate Owner. If the purchaser or Tenant of a Unit is a corporation or other entity other than an individual person, the Association's approval may be conditioned upon the approval by the Association of all Occupants of the Condominium Parcel.

19.4 Gifts and Devises. Any Unit Owner shall be permitted to convey or transfer such Owner's Unit by gift, to devise such Owner's Unit by will, or to have such Owner's Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and such Owner's Unit subject to, the provisions of this Section 19.

In the case of the death of the Unit Owner of a Condominium Parcel, the surviving spouse, if any, and if no surviving spouse, the other Member or members of such Unit Owner's family residing with the Unit Owner at the time of his death, may continue to occupy the said Condominium Parcel; and if such surviving spouse or other Member or members of the decedent Unit Owner's family shall have succeeded to the ownership of the Condominium Parcel, the ownership thereof shall be transferred by legal process to such new Unit Owner. In the event

said decedent shall have conveyed or bequeathed the ownership of his Condominium Parcel to some designated person or persons other than the surviving spouse or members of his family, as aforedescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the Condominium Parcel, or if under the laws of descent and distribution of the State of Florida, the Condominium Parcel descends to some person or persons other than his surviving spouse or members of his family as aforedescribed, the Board of Directors of the Association shall, within thirty (30) days of proper evidence or rightful designation served upon the President or any other officer of the Association, or within thirty (30) days from the date the Association is placed on actual notice of the said devisee or descendent, express its refusal or acceptance of the individual or individuals so designated as Owners of the Condominium Parcel. If the Board shall consent, ownership of the Condominium Parcel may be transferred to the person or persons so designated, who shall thereupon become the Unit Owner of the Condominium Parcel, subject to the provisions of this Declaration and By-Laws of the Association. If, however, the Board shall refuse to consent, then the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days to purchase or to furnish a purchaser, for cash, for the said Condominium Parcel, at the then fair market value thereof; should the parties fail to agree on the value of such Condominium Parcel, the same shall be determined by an appraiser appointed by the senior judge of the Circuit Court in and for Pinellas County, Florida, upon ten (10) days' notice, on petition of any party in interest. The said designated person or persons or the legal representatives of the deceased Unit Owner out of the amount realized from the sale of said Condominiuim Parcel shall pay the expense of appraisal. In the event the Association does not exercise the privilege of purchasing or furnishing a purchaser of said Condominium Parcel within such period, and upon such terms, the person or persons so designated may then, and only in such event, take title to the Condominium Parcel; or such person or persons or the legal representative of the deceased Unit Owner may sell the said Condominium Parcel; but such sale shall be subject in all other respects to the provisions of this Declaration, the By-Laws and the Rules & Regulations of the Association.

19.5 Unauthorized Lease or Transactions Void. Any sale or lease not authorized pursuant to the terms of this Declaration shall be voidable by the Association unless subsequently approved by the Association.

19.6 Judicial Sale. No judicial sale of a parcel or any interest therein shall be valid unless:

a) The sale is to a purchaser approved by the Association which approval shall be in recordable form, executed by two (2) officers of the Association and delivered to the purchaser; or

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

19.7 Withholding of Consent. Notwithstanding anything contained in this Paragraph 19 to the contrary, the Board shall have the absolute right to withhold consent and approval of prospective Unit Owners or lessees, to any lease, sale, transfer, conveyance bequest, devise, or otherwise in the event those prospective Unit Owners or lessees by being such a Unit Owner or lessee, would automatically violate or breach a term, condition, restriction, rule or regulation, or

covenant under this Declaration or any exhibits attached hereto. This right is in addition to, and not in lieu of, any other valid right the Board may have to withhold its consent.

19.8 Rights of Mortgagee. The foregoing provisions of this Paragraph 19 shall not apply to a transfer to or purchase by an Institutional Mortgagee that acquires its title as a result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by an Institutional Mortgagee that so acquires its title; nor shall provisions apply to a transfer, sale or lease by a "bulk grantee" of an Institutional Mortgagee upon the Unit concerned. A "bulk grantee" is defined as a grantee acquiring three (3) or more Units from said Institutional Mortgagee. The assignee or successor of a mortgage originally given to an Institutional Mortgagee shall enjoy the same rights, immunities and privileges as are herein granted to said Institutional Mortgagee. Neither shall such provisions apply to the Developer or the assignee or nominee of the Developer or any person who is an officer, stockholder or director of the Developer, and any such person or corporation shall have the right to freely sell, lease, transfer, or otherwise deal with the title and possession of a Unit without complying with the provisions of this Paragraph 19, and without the approval of the Association, and without payment of any screening fee, except to the extent that applicable Florida law prohibits the Developer or its transferees or designees from exempting itself from the leasing requirements contained herein.

19.9 No Severance of Ownership. No part of the Common Elements may be sold, pledged, hypothecated, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, pledge, hypothecation, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements, whether or not the deed expressly states the same or not.

19.10 Exceptions. The provisions of subsection 19.1 shall not apply to any sale or conveyance of a Unit by (a) the Unit Owner thereof to his spouse, adult children, parents, parents-in-law, adult siblings or a trustee, corporation or other entity where the Unit Owner or the aforementioned related persons are and continue to be the sole beneficiary or equity owner of such trust, corporation or other entity, or to any one or more of the above, (b) the Developer, (c) any proper officer conducting the sale of a Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of foreclosure, or (d) an Institutional First Mortgagee (or its designee) deriving title by virtue of foreclosure of its mortgage or acceptance of a deed in lieu of foreclosure or in satisfaction of debt; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section 19.

19.11 Financing of Purchase of Units by the Association. The purchase of any Unit by the Association shall be made on behalf of all Unit Owners. If the available funds of the Association are insufficient to effectuate any such purchase, the Board of Directors may levy an assessment against each Unit Owner in proportion to his share of the Common Expenses, and/or the Board of Directors may, in its discretion, finance the acquisition of such Unit; provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Condominium Property other than the Unit to be purchased.

19.12 Mortgage of Units. Each Unit Owner shall have the right to mortgage his Unit without restriction.

Section 20: Compliance and Default

The Association, each Unit Owner, Occupant of a Unit, Tenant and other invitee of a Unit Owner shall be governed by and shall comply with the terms of this Declaration and all other Condominium Documents, as it or they may be amended from time to time, and the provisions of such Condominium Documents shall be deemed incorporated into any lease of a Unit whether or not expressly stated in such lease. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

20.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by its negligence or by that of any member of its family or its or their Guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected by the Association in respect of such negligence by the Association.

20.2 Compliance. In the event a Unit Owner or Occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Condominium Documents, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines, to sue in a court of law for damages, to charge the Unit Owner for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance; provided however, that nothing contained in this Section 20.2 shall authorize the Association to enter a Unit to enforce compliance. The Association shall also have the right to hire an attorney to make a charge against the Unit Owner and Unit for the costs of such reasonable attorneys' fees incurred in requiring performance and/or compliance of the Unit Owner. In addition, the Association has the irrevocable right of access to each Unit during reasonable hours, when necessary, for the maintenance, repair, or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

20.3 Fines. In addition to any and all other remedies available to the Association, in the sole discretion of the Board of Directors of the Association, in the event a Unit Owner or Occupant fails to observe and perform all the provisions of the Condominium Documents, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to impose a fine against the Unit Owner and the Unit. The amount of any fine shall be determined by the Board of Directors of the Association, but in any event shall not exceed any maximum amount permitted by the Condominium Act, as such Act may be amended from time to time. Any fine shall be imposed by written notice to the Unit Owner or Tenant and signed by an officer of the Association in accordance with the procedures established in the Rules & Regulations of the Association.

20.4 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this

Declaration, the Articles of Incorporation, the By-Laws or the Rules & Regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees) incurred.

20.5 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the Articles of Incorporation, the By-Laws or the Rules & Regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

Section 21: Termination of Condominium

The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided elsewhere in this Declaration, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Act is voted in favor of or consented to, or any combination thereof, by no less than eighty percent (80%) of the Voting Interests of all Owners and by the Primary Institutional First Mortgagee. Upon such withdrawal, and provided that the Board first notifies the Division of an intended withdrawal, the Condominium Property shall be subject to an action for partition by any Owner, and the net proceeds of the partition sale shall be divided among all Owners in proportion to their respective interests in the Common Elements; provided, however, that no payment shall be made to an Owner until all mortgages and liens on its Unit, in the order of their priority, have been satisfied out of its share of such net proceeds. Upon such termination, all funds of the Association, including, but not limited to, reserves, but specifically excluding insurance proceeds and condemnation awards (which proceeds and awards shall be apportioned to the Unit Owners based upon the provisions of **Sections 17.4**, respectively), shall be divided among all Owners in proportion to their respective interests in the Common Elements; provided, however, that no payment shall be made to an Owner until all mortgages and liens on its Unit, in the order of their priority, have been satisfied out of its share of such net proceeds. The termination of the Condominium shall be effective upon a certificate of the Association, executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the Public Records of the County. The Association shall, within thirty (30) business days following such recordation, provide the Division with a copy of such recorded certificate. This Section may not be amended without the express written consent of the Developer as long as it owns any Unit.

Section 22: Additional Rights of Mortgagees and Others

The following provisions are intended for the benefit of each holder of a first mortgage encumbering a Unit, and, to the extent that any other provisions of this Declaration conflicts with the following provisions, if at all, the following provisions shall control:

22.1 Upon receipt of a request, in writing, the Association shall furnish to each Institutional First Mortgagee of a Unit and any holder, insurer or guarantor of a first mortgage, a written notice of any default by the Unit Owner of such Unit in the performance of such Unit Owner's obligations under this Declaration that has not been cured within thirty (30) days.

22.2 Upon request in writing, each Institutional First Mortgagee of a Unit and any holder, insurer or guarantor of a first mortgage on a Unit shall have the right:

a) To examine current copies of this Declaration, the By-Laws, Rules & Regulations and the books, records and financial statements of the Association during normal business hours;

b) To receive, without any charge and within a reasonable time after such request, the annual audited financial statement that is prepared and distributed by the Association to the Unit Owners at the end of its fiscal year, if any; provided, however, that in the event an audited financial statement is not available, the holders of fifty one percent (51%) or more of the first mortgages in the Units shall be entitled to have such an audited statement prepared at their sole cost and expense;

c) To receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

d) To receive written notice of any decision by the Unit Owners to make a material amendment to any or all of the Condominium Documents;

e) To receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

f) To receive written notice of any action which would require the consent of a specified percentage of Institutional First Mortgagees.

22.3 No provision of this Declaration or the Articles of Incorporation or any similar instrument pertaining to the Condominium Property or the Units therein shall be deemed to give a Unit Owner or any other party priority over any rights of the Institutional First Mortgagees of Units pursuant to their mortgages in the case of distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units, and/or the Common Elements, or any portion thereof or interest therein. In such event, the holder of any first mortgage on a Unit shall be entitled, upon specific written request, to timely written notice of any such loss.

22.4 The consent of Owners holding at least seventy five percent (75%) of the total Voting Interests in the Association and the approval of the holders of first mortgages on Units which represent at least fifty one percent (51%) of the Voting Interests of Units that are subject to first mortgages shall be required to add or amend any material provisions of this Declaration which establish, provide for, govern or regulate any of the following:

a) Voting rights;

b) Hazard or fidelity insurance requirements;

c) Rights to use of the Common Elements;

d) Responsibility for maintenance and repair of the Condominium Property;

e) Boundaries of any Unit;

f) Convertibility of Units into Common Elements or of Common Elements into Units;

g) Imposition of any right of a Unit Owner to sell, transfer, or otherwise convey its Unit;

h) Leasing of Units;

i) Restoration or repair of the Condominium (after damage or partial condemnation);

j) The expansion or contraction of the Condominium Property, or the addition, annexation, or withdrawal of property to or from the Condominium; and

k) Any provisions which are for the express benefit of holders, insurers or guarantors of first mortgages on the Units.

22.5 Upon specific written request to the Association, each Institutional First Mortgagee of a Unit or holder, insurer or guarantor of a mortgage on a Unit shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Elements if such damage or destruction or taking exceeds Ten Thousand Dollars ($10,000.00) or if damage shall occur to a Unit in excess of One Thousand Dollars ($1,000.00).

22.6 If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder, insurer or guarantor of any first mortgage on a Unit will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle a Unit Owner or other party to priority over such holder with respect to the distribution to such Unit of the proceeds of any award or settlement.

22.7 Any holder of a first mortgage on a Unit who receives a written request to approve additions or amendments and fails to deliver or mail to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

22.8 As required by Section 718.110, Florida Statutes, any mortgagee consent required under this Section shall not be unreasonably withheld and shall otherwise be deemed to apply to the extent applicable.

Section 23: Disclaimer of Warranties

Pursuant to Section 718.618, FLA. STAT. (2004), the Developer has established or will establish a conversion reserve account for each of the major structural components required by Sections 718.618(1)(a)1, 2 and 3, FLA. STAT. (2004). Accordingly, to the maximum extent lawful, the Developer hereby disclaims any and all and each and every express or implied warranties, whether established by statutory, common, case law or otherwise, as to the

design, construction, sound, and/or odor transmission, existence and/or development of molds, mildew, toxins, fungi, furnishing and equipping of the Condominium Property, including, without limitation, those warranties provided in Section 718.618, FLA. STAT. (2004), those warranties provided in Section 718.203, FLA. STAT. (2004), any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans and specifications, all other warranties imposed by statute (only to the extent applicable and not yet expired) and all other express and implied warranties of any kind or character whatsoever. Developer further disclaims any intent to have made any warranty or representation in connection with the Condominium Documents and disclosure materials except as specifically set forth herein or therein. Developer has not given and purchaser has not relied on or bargained for any such warranty. Each purchaser shall be deemed to represent and warrant to the Developer that in deciding to acquire a Unit, the purchaser or Unit Owner, as the case may be, relied solely on such purchaser's or Unit Owner's inspection reports attached as Schedule "8" to the Prospectus. Purchaser has not received nor relied on any warranties and/or representations from Developer of any kind, other than as expressly provided herein.

AS TO SUCH WARRANTIES THAT CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL SECONDARY, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM, CONNECTED THEREWITH OR RELATED THERETO ARE HEREBY DISCLAIMED.

ALL UNIT OWNERS, BY VIRTUE OF THEIR ACCEPTANCE OF TITLE TO THEIR RESPECTIVE UNITS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY), SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

Section 24: Non-Binding Arbitration

Disputes between a Unit Owner and the Developer or between the Association and the Developer, as defined in Section 718.1255(l), FLA. STAT., involving Unit Owners, Associations and/or Tenants, shall be resolved by mandatory non-binding arbitration in accordance with the rules of the Division. Without limiting the effect of the foregoing sentence, pursuant to Section 718.1255(4), FLA. STAT., prior to the institution of court litigation (whether to enforce an arbitration award or otherwise), the parties to a dispute shall petition the Division for non-binding arbitration. Pursuant to Rule 61B-45.015(l), F.A.C., parties to an arbitration proceeding are limited to unit owners, associations and tenants. Notwithstanding anything contained herein to the contrary, the remedies afforded by Sections 718.303 and 718.506, FLA. STAT., shall not be limited. Furthermore, this Section shall not impair the Association's access to the courts, as representative of the purchasers, pursuant to Section 718.111(3), FLA. STAT.

Section 25: Transfer of Association Control

25.1 When Unit Owners, other than the Developer, own fifteen (15%) percent or more of the Units in this Condominium that will be operated ultimately by the Association, the Unit Owners, other than the Developer, shall be entitled to elect not less than one-third (1/3) of the

members of the Board of the Association. Unit Owners, other than the Developer, are entitled to elect not less than a majority of the members of the Board of the Association:

a) Three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

b) Three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

c) When all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers; and none of the others are being offered for sale by the Developer in the ordinary course of business;

d) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

e) Seven (7) years after the recordation of the Declaration of Condominium creating the initial phase;

whichever occurs first. The Developer is entitled to elect at least one member of the Board of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%), in condominiums with fewer than 500 units, and two percent (2%), in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the Developer relinquishes control of the Association; the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board.

Section 26: Additional Provisions

26.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail (return receipt requested) or registered mail to the Association in care of its office at the Condominium, or to such other address or addressee as the Association may hereafter designate at any time and from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first-class mail to the Condominium address of such Unit Owner, or such other address or addressee, as may have been designated by such Owner from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first-class mail to their respective addresses, or such other address and/or addressee, as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or five (5) business days after proper mailing, whichever shall first occur.

26.2 Interpretation. The Board of Directors shall be responsible for interpreting the provisions hereof and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel to the Association, or

the legal counsel having drafted this Declaration, that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

26.3 Right of Developer to Add or Expand Recreational Facilities and Common Elements. If the Developer elects to add or expand any recreational facilities or any other portion of the Common Elements, the Developer shall pay all the expenses relating to the construction or the provision of such addition or expansion and shall record an amendment to this Declaration describing such property. The amendment shall be executed with the formalities of a deed and recorded in the Public Records of the County. No approval or action of the Association, Unit Owners or mortgagees shall be necessary for adding such additional or expanding the Common Elements to the condominium form of ownership and subject to this Declaration. All costs of maintenance, repair and replacement relating to the addition or expansion of the recreational facilities or any other portion of the Common Elements shall be a Common Expense.

26.4 Right of Developer to Convey Property to the Association. The Developer hereby reserves the right to convey to the Association any real property lying contiguous to the Condominium Property free and clear of liens and encumbrances. All costs and expenses associated with such Association Property shall be Common Expenses. The Association shall be required to accept any such conveyance from the Developer. Notwithstanding anything contained herein to the contrary, any rights retained in this **Section 26.5** shall terminate when Developer no longer holds Units for sale.

26.5 Exhibits. There are hereby incorporated in this Declaration all materials contained in the exhibits annexed hereto, except that as to such exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.

26.6 Signature of President and Secretary. Wherever the signature of the president of the Association is required hereunder, the signature of a vice-president may be substituted therefor, and, wherever the signature of the secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

26.7 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, paragraph, sentence, clause, phrase or word, or other provision of this Declaration, the exhibits annexed hereto, or applicable Rules & Regulations adopted pursuant to such Condominium Documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof, which shall remain in full force and effect.

26.8 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches, which may occur.

26.9 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each Occupant who is not a Unit Owner (by reason of such occupancy), shall be deemed to have acknowledged and agreed that all the

provisions of this Declaration and the other Condominium Documents are fair and reasonable in all material respects.

26.10 Gender; Plurality. For convenience and ease of reference, the third person singular impersonal form of pronoun "it" has been used herein without regard to the proper grammatical person or gender of the party being referred to. All such references shall be deemed to include the singular or plural person and the masculine, feminine or neuter gender, as required by the context.

26.11 Captions. The captions herein and in the exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

26.12 Mortgagees. Anything herein to the contrary notwithstanding, the Association shall not be responsible to any mortgagee or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens, unless the Association receives written notice of the existence of such mortgage or lien.

26.13 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the exhibits annexed hereto or applicable Rules & Regulations adopted pursuant to such Condominium Documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

26.14 Sales Activity and Developer's Rights. That until the date the Developer has completed and sold all its Units within the Condominium, neither the Unit Owners nor the Association nor their use of the Condominium shall interfere with the completion of the contemplated Improvements and the sale of Units. The Developer (or its duly authorized agents or assigns) may make such use of the unsold Units and the Common Elements as may facilitate such completion and sale, including, but not limited to, the maintenance of sales offices for the showing of the property and display of signs, billboards, placards, and visual promotional materials, and the maintenance of an administrative office. The Developer may use unsold Units as model units or as sales offices for display purposes to prospective purchasers. The sales office personal property, model furnishings, signs and all items pertaining to sale shall not be considered Common Elements and shall remain the property of the Developer.

26.15 Waiver. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration or the other Condominium Documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

26.16 Execution of Documents; Attorney-in-fact. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents that may be required by any and all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the Condominium as such plan may hereafter be amended, and each such Owner

further appoints and hereby and thereby the Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This power of attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of the Developer.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 9th day of August, 20 05.

BELLA VISTA ON LAKE SEMINOLE, LLC, a Florida limited liability company

By: BELLA VISTA ON LAKE SEMINOLE MANAGER, LLC, its Manager

By: Debra J. Koehler
Name: Debra Koehler
Title: Vice President

WITNESSES:

Print Name: Vincent Della Rocca

Print Name: Denise A. Kane

STATE OF FLORIDA)
) SS:
COUNTY OF Hillsborough)

Before me, a Notary Public in and for said County and State, on this 9th day of August, 2005, personally appeared Debra Koehler, as Vice President of BELLA VISTA ON LAKE SEMINOLE MANAGER, LLC, a Florida limited liability company, as Manager of BELLA VISTA ON LAKE SEMINOLE, LLC, a Florida limited liability company, on behalf of said company, as an act of the company, and that such signing was his free act and deed. She is personally known to me or has produced _____ as identification.

Print Name: Lillian Tramontano
Notary Public, State of Florida

My Commission Expires:
G:\W-SLP\37318\001\Declarationv11.doc

(NOTARIAL SEAL)

LILLIAN TRAMONTANO
Notary Public - State of Florida
My Commission Expires Oct 4, 2008
Commission # DD 351951
Bonded by National Notary Assn.

JOINDER

BELLA VISTA ON LAKE SEMINOLE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and the exhibits attached hereto.

IN WITNESS WHEREOF, BELLA VISTA ON LAKE SEMINOLE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 9th day of August, 2005.

Signed, sealed and delivered in the presence of

Witness signature

David McIntyre
Witness print name

Witness signature

Denise A. Kane
Witness print name

BELLA VISTA ON LAKE SEMINOLE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

By: Debra F. Koehler
Debra F. Koehler, President

Attest: Vincent Della Rocca
Vincent Della Rocca, Secretary
(CORPORATE SEAL)

STATE OF FLORIDA)
:ss
COUNTY OF) Hillsborough

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and county aforesaid to take acknowledgments, personally appeared Debra F. Koehler and Vincent Della Rocca, as President and Secretary, respectively, of BELLA VISTA ON LAKE SEMINOLE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, personally known to me (✓) or who produced _____, as identification, and they acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid, this 9th day of August, 2005.

Lillian Tramontano
Notary Public, State of Florida
LILLIAN TRAMONTANO
Notary Public – print name

My Commission Expires:

LILLIAN TRAMONTANO
Notary Public - State of Florida
My Commission Expires Oct 4, 2008
Commission # DD 351951
Bonded by National Notary Assn.

CONSENT OF MORTGAGEE TO DECLARATION OF CONDOMINIUM FOR BELLA VISTA ON LAKE SEMINOLE, A CONDOMINIUM

THIS CONSENT is given as of the 8th day of July, 2005 on behalf of Merrill Lynch Capital, A division of Merrill Lynch Business Financial Services, Inc. ("Mortgagee"), being the owner and holder of that certain mortgage made by Bella Vista on Lake Seminole, LLC, a Florida limited liability company ("Mortgagor"), dated the 30th day of December, 2004, and recorded in Official Records Book 14034, at Page458, of the Public Records of Pinellas County, Florida as has been or may be amended from time to time, ("Mortgage").

WHEREAS, Developer has requested Mortgagee to consent to the recording of the Declaration of Bella Vista on Lake Seminole (the "Declaration").

NOW THEREFORE, Mortgagee consents to the recordation of the Declaration.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration, any of its or their terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of Bella Vista on Lake Seminole, a Condominium (the "Condominium"), and does not assume and shall not be responsible for any of the obligations or liabilities of the developer contained in the Declaration or the prospectus, (if any) or other documents issued in connection with the promotion of the Condominium. None of the representations contained in the prospectus, (if any) or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon. This consent is limited to, the purposes and requirements of Sections 718.104 and 718.403, Florida Statutes, and does not affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Declaration.

WITNESSES:

Print Name: Scott Watson

Print Name: Jason Deorsey

By: _____
Name: Kevin Reardanby
Title: Director

(SEAL)

SARAH A. MOTLEY
Notary Public
Fulton County
State of Georgia
My Commission Expires Dec 2, 2007

STATE OF GA

COUNTY OF FULTON

The foregoing instrument was acknowledged before me this 11 day of July, by KEVIN ROSTOWSKY, as Director of MLC, on behalf of such corporation. He/she ___ is personally known to me or ✓ has produced _____ as identification.

Print Name: SARAH MOTLEY
Notary Public, State of Florida

My Commission Expires:

(NOTARIAL SEAL)

SARAH A. MOTLEY
Notary Public
Fulton County
State of Georgia
My Commission Expires Dec 2, 2007

Exhibit "A"

LEGAL DESCRIPTION OF THE LAND, SURVEY, AFFIDAVIT OF SURVEYOR, PLOT PLAN, FLOOR PLANS FOR UNITS AND GRAPHIC DESCRIPTION

CERTIFICATE OF SURVEYOR PER FLORIDA STATUTE 718.104

STATE OF FLORIDA)
) SS:
COUNTY OF HILLSBOROUGH)

BEFORE ME, the undersigned authority, personally appeared Darrell Copeland (the "Surveyor"), who being by me first duly sworn, deposes and says, under penalty of perjury:

1. The Surveyor prepared the survey (the "Survey") attached thereto as Exhibit "A" depicting the land and improvements reflected in the Declaration of Condominium (the "Declaration") of BELLA VISTA ON LAKE SEMINOLE, a Condominium (the "Condominium").

2. The Surveyor certifies that the construction of the Condominium is substantially complete so that the Survey, together with the provisions of the Declaration describing the Condominium property, is an accurate representation of the location and dimensions of the improvements, so that the identification, location, and dimensions of the common elements and of each unit, as built, can be determined from the above referenced documents.

3. The Surveyor is a surveyor duly licensed by the State of Florida.

Name: Darrell Copeland
Title: Professional Land Surveyor #4529

SWORN TO AND SUBSCRIBED before me by Darrell Copeland this 26th day of April, 2005.

☒ Personally Known ☐ Produced Drivers License ☐ Produced:_____

Starsha Brooklyn
My Commission DD140454
Expires August 19, 2006

Print or Stamp Name: Starsha Brooklyn
Notary Public, State of Florida at Large
My Commission Expires: August 19, 2006

BELLA VISTA ON LAKE SEMINOLE
A CONDOMINIUM

SECTION 10, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

PARCEL I

Portion of the Southeast 1/4 of Section 10, Township 30 South, Range 15 East, and a portion of Lots 25 and 26, Pinellas Groves, as recorded in Plat Book 1, Page 55, Pinellas County Records, in the Southwest 1/4 of Section 11, Township 30 South, Range 15 East, being further described as follows:

From a Point of Beginning at the Southeast corner of Section 10, Township 30 South, Range 15 East, run North 88 degrees 54 minutes 28 seconds West, 665.02 feet; thence North 00 degrees 15 minutes 46 seconds East, 75.76 feet to the intersection with a curve; thence by a non radial curve to the left, having a radius of 48 feet, arc length of 60.46 feet; chord North 36 degrees 28 minutes 36 seconds East, 56.54 feet to a non radial Point of Tangency; thence North 00 degrees 17 minutes 15 seconds East 106.585 feet; thence South 89 degrees 44 minutes 14 seconds East, 1301.27 feet; thence South 00 degrees 01 minutes 08 seconds West, 247.82 feet; thence North 88 degrees 51 minutes 51 seconds West, 670.90 feet to the Point of Beginning.

Together with the following perpetual street right-of-way easement over, across, adjacent to and through the following described land situate, lying and being in Pinellas County, Florida to-wit:

NOTES:

1. Description of Common Elements:
   - A. The land encompassed by the property description which is not in the unit boundary.
   - B. All parts of the improvements not included within a unit.
   - C. The property and installations for furnishing utility service to more than one unit or to the common elements.
   - D. Such other property as may be provided for in the Declaration of Condominium.
2. Description of Limited Common Elements: Limited Common Elements shall include balconies or similar structures connected or adjacent to each unit, and light and electrical fixtures attached to the exterior of the building and such other property as may be provided for in the Declaration of Condominium.
3. Meridian based on the south boundary of Section 10-30-15 bearing N88°54'28"W per record description.
4. All structures shown hereon are existing.
5. All improvements shown hereon are existing.

SURVEYORS CERTIFICATE

The undersigned, being a Surveyor authorized to practice in the State of Florida, hereby certifies that this survey, plot plan and graphic description, together with the Declaration of Condominium for BELLA VISTA ON LAKE SEMINOLE A CONDOMINIUM is a accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each unit can be determined. The construction of this condominium IS substantially complete.

D + E SURVEYING, INC. DATE 4-26-05

Darrell Copeland, Reg. Fla. Land Surveyor No. 4529

DARRELL COPELAND CERTIFICATE No. 4529 STATE OF FLORIDA REGISTERED LAND SURVEYOR

PARCEL I (A)
Commencing at the Southeast corner of Section 10, Township 30 South, Range 15 East, Pinellas County, Florida, run North 88 degrees 54 minutes 28 seconds West, 665.02 feet; thence North 00 degrees 15 minutes 46 seconds East, 67.97 feet for a Point of Beginning; thence continue North 00 degrees 15 minutes 46 seconds East, 1270.92 feet; thence South 89 degrees 01 minutes 50 seconds East, 20 feet; thence South 89 degrees 44 minutes 14 seconds East, 10 feet; thence South 00 degrees 15 minutes 46 seconds West, 1270.87 feet; thence North 89 degrees 44 minutes 14 seconds West, 30 feet to the Point of Beginning.

PARCEL II
Portion of the Southeast 1/4 of Section 10, Township 30 South, Range 15 East, and a portion of Lots 9, 10, 23 and 24, Pinellas Groves, as recorded in Plat Book 1, Page 55, Pinellas County Records in the Southwest 1/4 of Section 11, Township 30 South, Range 15 East, being described as follows:

From the Southeast corner of Section 10, Township 30 South, Range 15 East, run North 88 degrees 54 minutes 28 seconds West, 665.02 feet; thence North 00 degrees 15 minutes 46 seconds East, 1338.89 feet; thence South 89 degrees 01 minutes 50 seconds East, 20 feet; thence North 00 degrees 15 minutes 46 seconds East, 30 feet for a Point of Beginning; thence North 00 degrees 15 minutes 46 seconds East, 284.37 feet; thence North 70 degrees 59 minutes 32 seconds East, 59.01 feet; thence South 89 degrees 05 minutes 31 seconds East, 278.91 feet; thence South 00 degrees 15 minutes 00 seconds West, 175.00 feet; thence South 89 degrees 05 minutes 31 seconds East, 310 feet; thence South 88 degrees 49 minutes 29 seconds East, 664.86 feet; thence South 00 degrees 01 minutes 08 seconds West, 361.30 feet; thence North 89 degrees 44 minutes 14 seconds West, 806.93 feet; thence North 00 degrees 15 minutes 46 seconds East, 234.73 feet; thence North 89 degrees 43 minutes 38 seconds West, 452 feet; thence North 00 degrees 15 minutes 46 seconds East, 14.86 feet; thence North 89 degrees 44 minutes 14 seconds West, 52.00 feet to the, Point of Beginning.

Together with the following perpetual street right-of-way easements over, across, adjacent to and through the following described land situate, lying and being in Pinellas County, Florida to-wit:

PARCEL II (A)
Commencing at the Southeast corner of Section 10, Township 30 South, Range 15 East, Pinellas County, Florida, run North 88 degrees 54 minutes 28 seconds West, 665.02 feet; thence North 00 degrees 15 minutes 46 seconds East 67.97 feet for a Point of Beginning; thence continue North 00 degrees 15 minutes 46 seconds East, 1270.92 feet; thence South 89 degrees 0 1 minutes 50 seconds East, 20 feet; thence South 89 degrees 44 minutes 14 seconds East, 10 feet; thence South 00 degrees 15 minutes 46 seconds West, 1270.67 feet; thence North 89 degrees 44 minutes 14 seconds West, 30 feet to the Point of Beginning.

PARCEL II (B)
A right-of-way easement described as follows: A tract of land lying within the Southeast 1/4 of Section 10, Township 30 South, Range 15 East, being a portion of right-of-way easement as recorded in O.R. Book 5271, Page 1795, recorded in Public Records of Pinellas County, Florida, said tract being more particularly described as follows: From the Southeast corner of said Section 10, run thence North 88 degrees 54 minutes 28 seconds West, 665.02 feet; thence North 00 degrees 15 minutes 46 seconds East, 1338.89 feet to the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 10 and the Point of Beginning; thence South 89 degrees 01 minutes 50 seconds East, 20.00 feet; thence North 00 degrees 15 minutes 46 seconds East, 30.00 feet; thence South 89 degrees 44 minutes 14 seconds East, 52.00 feet; thence South 00 degrees 15 minutes 46 seconds West, 60.00 feet; thence North 89 degrees 44 minutes 14 seconds West, 72.00 feet; thence North 00 degrees 15 minutes 46 seconds East, 30.25 feet to the Point of Beginning. Said parcel abuts and is coincident with the East line of 122nd Avenue North right-of-way as per plat of Seminole Woods Subdivision, Plat Book 87, Page 18, Public Records of Pinellas County, Florida.

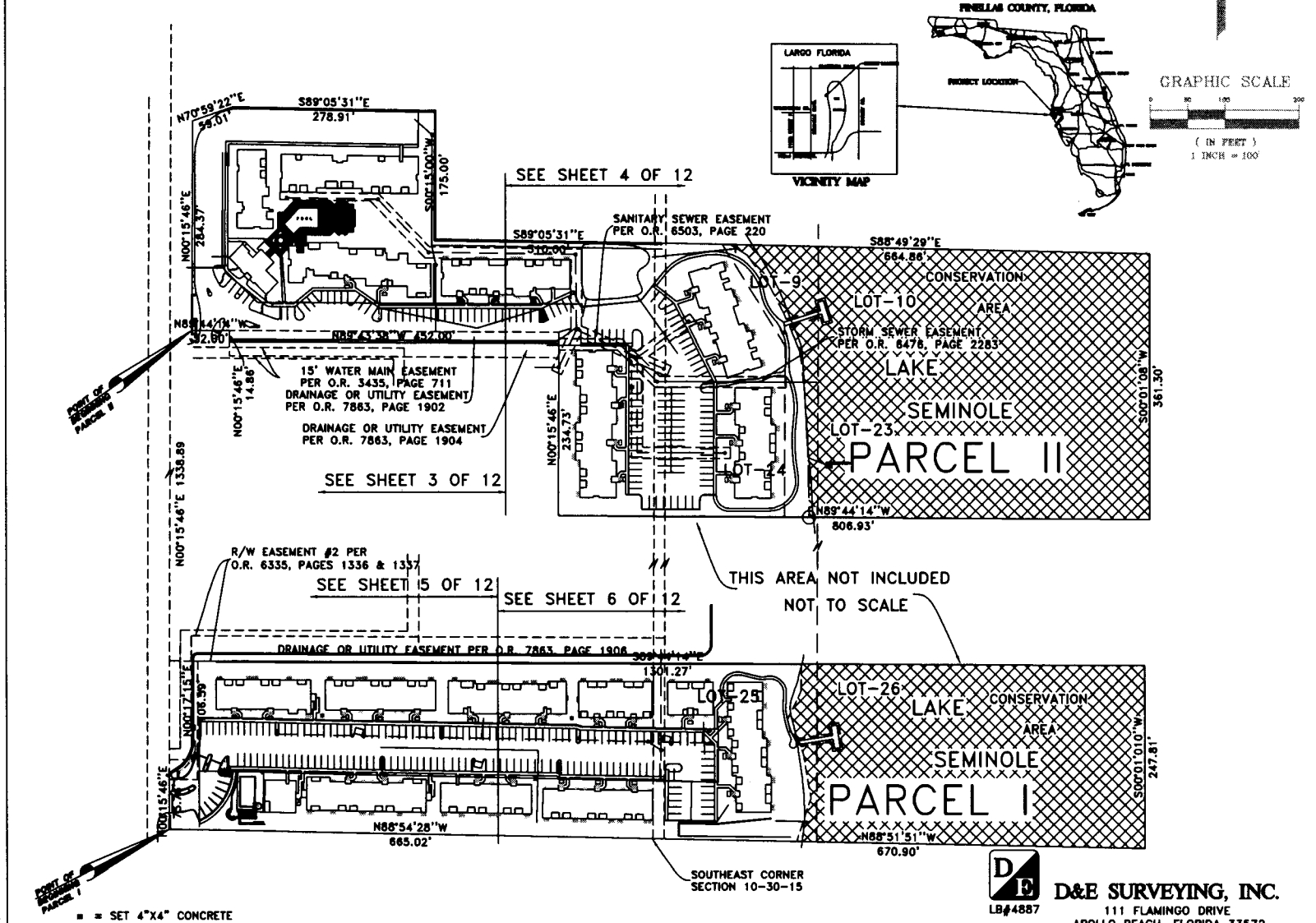
D&E SURVEYING, INC.
111 FLAMINGO DRIVE
APOLLO BEACH, FLORIDA 33572
813-645-3098 • FAX 645-8115
LB#4887

SPOOLED APRIL 26, 2005 @ 2:20 PM BY DARRELL COPELAND

PINELLAS COUNTY FL OFF. REC. BK 14516 PG 532

BELLA VISTA ON LAKE SEMINOLE
A CONDOMINIUM

SECTION 10, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA



■ = SET 4"X4" CONCRETE MONUMENT #4887

H/C = HANDI CAPPED PARKING

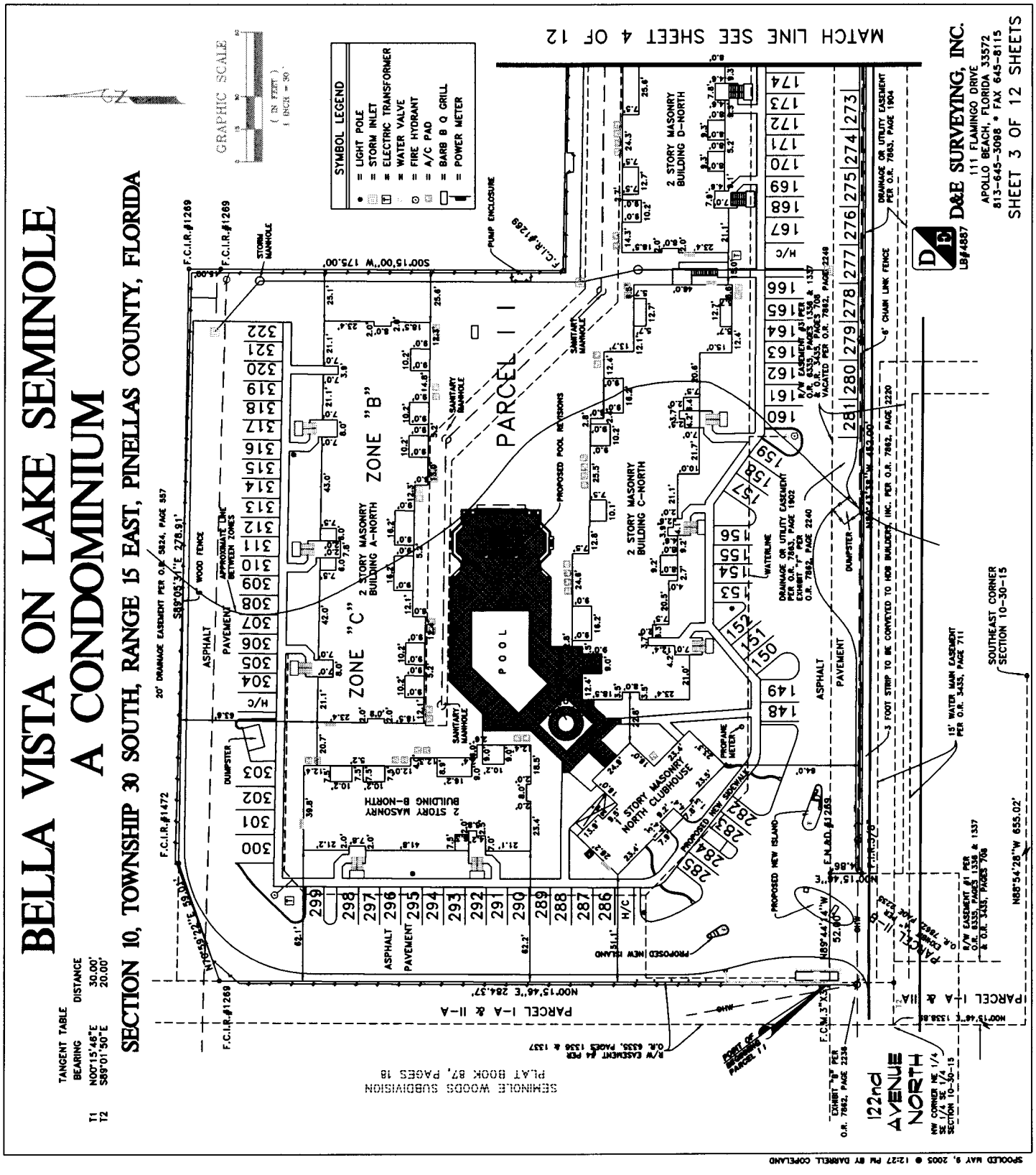
SURVEY / SITE PLAN

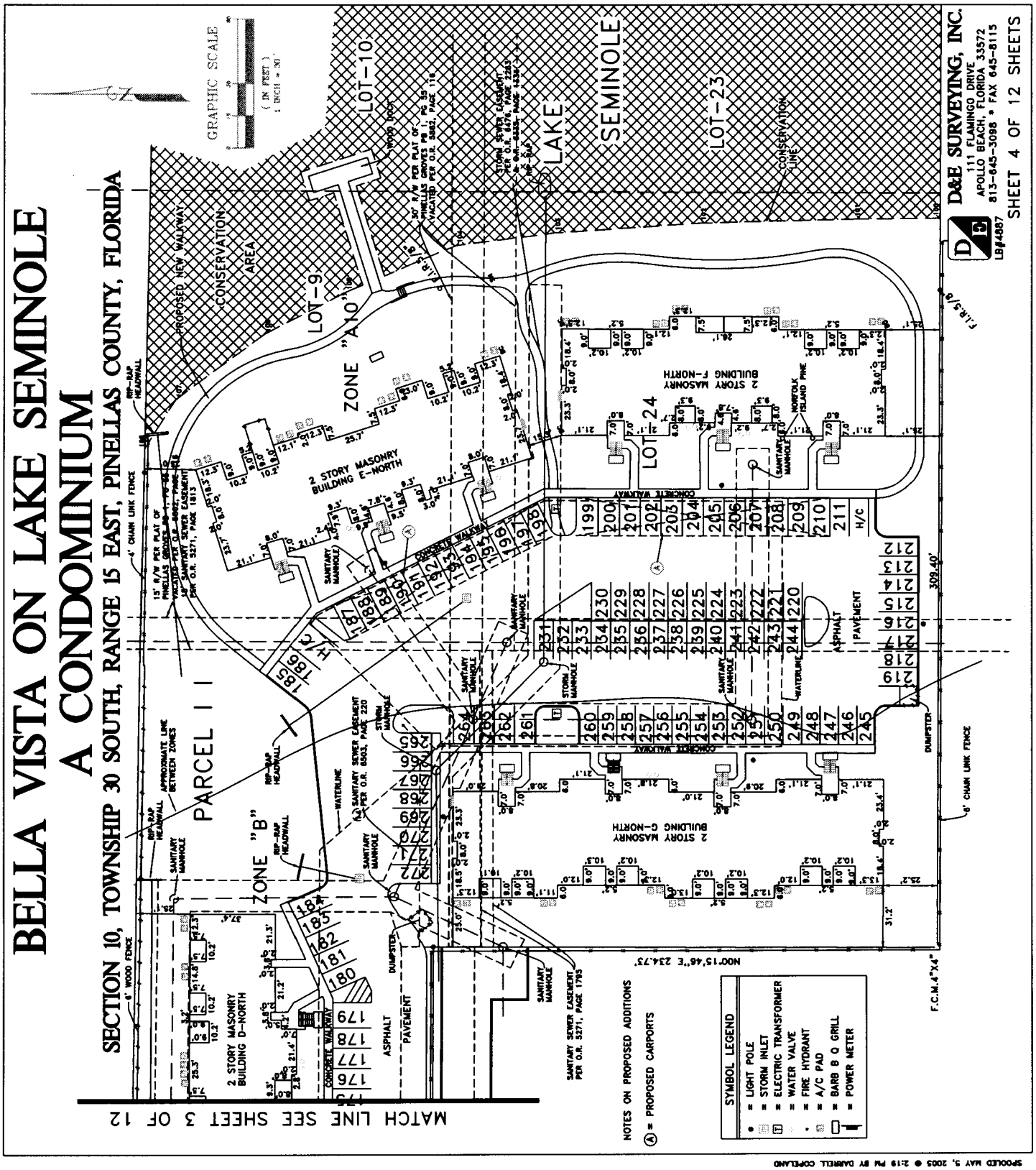
D&E SURVEYING, INC.
LB#4887
111 FLAMINGO DRIVE
APOLLO BEACH, FLORIDA 33572
813-645-3098 * FAX 645-8115

SHEET 2 OF 12 SHEETS

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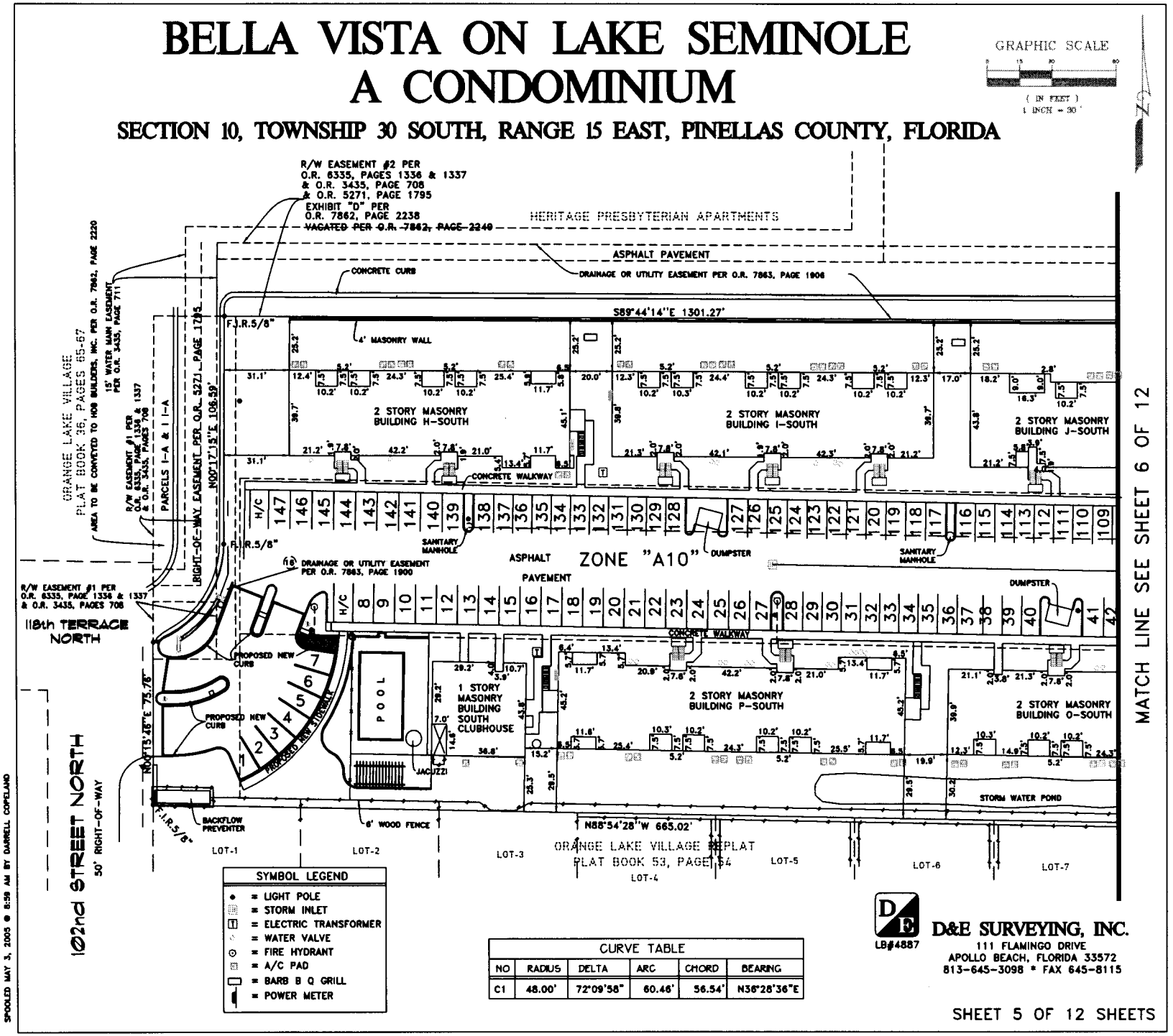
PINELLAS COUNTY FL OFF. REC. BK 14516 PG 533


BELLA VISTA ON LAKE SEMINOLE
A CONDOMINIUM
SECTION 10, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA
TANGENT TABLE
BEARING DISTANCE
T1 N00°15'46"E 30.00'
T2 S89°01'50"E 20.00'
GRAPHIC SCALE
(IN FEET)
1 INCH = 30'
SYMBOL LEGEND
= LIGHT POLE
= STORM INLET
= ELECTRIC TRANSFORMER
= WATER VALVE
= FIRE HYDRANT
= A/C PAD
= BARB B Q GRILL
= POWER METER
MATCH LINE SEE SHEET 4 OF 12
PARCEL I
ZONE "B"
ZONE "C"
POOL
2 STORY MASONRY BUILDING A-NORTH
2 STORY MASONRY BUILDING B-NORTH
2 STORY MASONRY BUILDING C-NORTH
2 STORY MASONRY BUILDING D-NORTH
1 STORY MASONRY NORTH CLUBHOUSE
PROPOSED POOL REVISIONS
PROPOSED NEW ISLAND
PROPOSED NEW SIDEWALK
ASPHALT PAVEMENT
DUMPSTER
PROPANE METER
SANITARY MANHOLE
STORM MANHOLE
PUMP ENCLOSURE
WATERLINE
WOOD FENCE
6' CHAIN LINK FENCE
F.C.I.R.#1269
F.C.I.R.#1472
F.N.P.D.#1288
F.C.M.#1337
S00°15'00"W 175.00'
S89°03'21"E 278.91'
N00°15'46"E 284.37'
N89°44'14"W 52.60'
N89°54'28"W 655.02'
N00°15'46"E 1338.88'
PARCEL I-A & II-A
SEMINOLE WOODS SUBDIVISION
PLAT BOOK 87, PAGES 18
20' DRAINAGE EASEMENT PER O.R. 5824, PAGE 357
APPROXIMATE LINE BETWEEN ZONES
R/W EASEMENT #4 PER O.R. 6335, PAGES 1336 & 1337
R/W EASEMENT #1 PER O.R. 6335, PAGES 1336 & 1337
R/W EASEMENT #3 PER O.R. 6335, PAGES 1336 & 1337 VACATED PER O.R. 7882, PAGE 2240
DRAINAGE OR UTILITY EASEMENT PER O.R. 7883, PAGE 1902
EXHIBIT "F" PER O.R. 7882, PAGE 2240
DRAINAGE OR UTILITY EASEMENT PER O.R. 7883, PAGE 1904
3 FOOT STRIP TO BE CONVEYED TO HOB BUILDERS, INC. PER O.R. 7882, PAGE 2220
15' WATER MAIN EASEMENT PER O.R. 3435, PAGE 711
SOUTHEAST CORNER SECTION 10-30-15
EXHIBIT "B" PER O.R. 7882, PAGE 2236
NW CORNER NE 1/4 SE 1/4 SE 1/4 SECTION 10-30-15
122nd AVENUE NORTH
D&E SURVEYING, INC.
LB#4887
111 FLAMINGO DRIVE
APOLLO BEACH, FLORIDA 33572
813-645-3098 * FAX 645-8115
SHEET 3 OF 12 SHEETS
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BELLA VISTA ON LAKE SEMINOLE
A CONDOMINIUM
SECTION 10, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA
GRAPHIC SCALE
(IN FEET)
1 INCH = 30'
D&E SURVEYING, INC.
111 FLAMINGO DRIVE
APOLLO BEACH, FLORIDA 33572
813-645-3098 * FAX 645-8115
LB#4857
SHEET 4 OF 12 SHEETS
LAKE SEMINOLE
LOT-10
LOT-23
LOT-24
LOT-9
ZONE "A"
ZONE "B"
PARCEL I I I
CONSERVATION AREA
CONSERVATION LINE
PROPOSED NEW WALKWAY
30' R/W PER PLAT OF PINELLAS GROVES PB 1, PG 35 VACATED PER O.R. 5882, PAGE 116
STORM SEWER EASEMENT PER O.R. 6475, PAGE 2263
SANITARY SEWER EASEMENT PER O.R. 5271, PAGE 1813
SANITARY SEWER EASEMENT PER O.R. 8503, PAGE 220
SANITARY SEWER EASEMENT PER O.R. 5271, PAGE 1793
APPROXIMATE LINE BETWEEN ZONES
2 STORY MASONRY BUILDING E-NORTH
2 STORY MASONRY BUILDING F-NORTH
2 STORY MASONRY BUILDING G-NORTH
2 STORY MASONRY BUILDING D-NORTH
CONCRETE WALKWAY
ASPHALT PAVEMENT
SANITARY MANHOLE
STORM MANHOLE
WATERLINE
DUMPSTER
RIP-RAP HEADWALL
6' WOOD FENCE
4' CHAIN LINK FENCE
6' CHAIN LINK FENCE
NORFOLK ISLAND PINE
H/C
309.40'
N00°15'46"E 234.73'
F.C.M.4"X4"
F.I.R.5/8
MATCH LINE SEE SHEET 3 OF 12
NOTES ON PROPOSED ADDITIONS
Ⓐ = PROPOSED CARPORTS
SYMBOL LEGEND
= LIGHT POLE
= STORM INLET
= ELECTRIC TRANSFORMER
= WATER VALVE
= FIRE HYDRANT
= A/C PAD
= BARB B Q GRILL
= POWER METER
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BELLA VISTA ON LAKE SEMINOLE
A CONDOMINIUM

SECTION 10, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA



SYMBOL LEGEND

- = LIGHT POLE
- = STORM INLET
- = ELECTRIC TRANSFORMER
- = WATER VALVE
- = FIRE HYDRANT
- = A/C PAD
- = BARB B Q GRILL
- = POWER METER

CURVE TABLE					
NO	RADIUS	DELTA	ARC	CHORD	BEARING
C1	48.00'	72°09'58"	60.46'	56.54'	N36°28'36"E

D&E SURVEYING, INC.
LB#4887
111 FLAMINGO DRIVE
APOLLO BEACH, FLORIDA 33572
813-645-3098 * FAX 645-8115

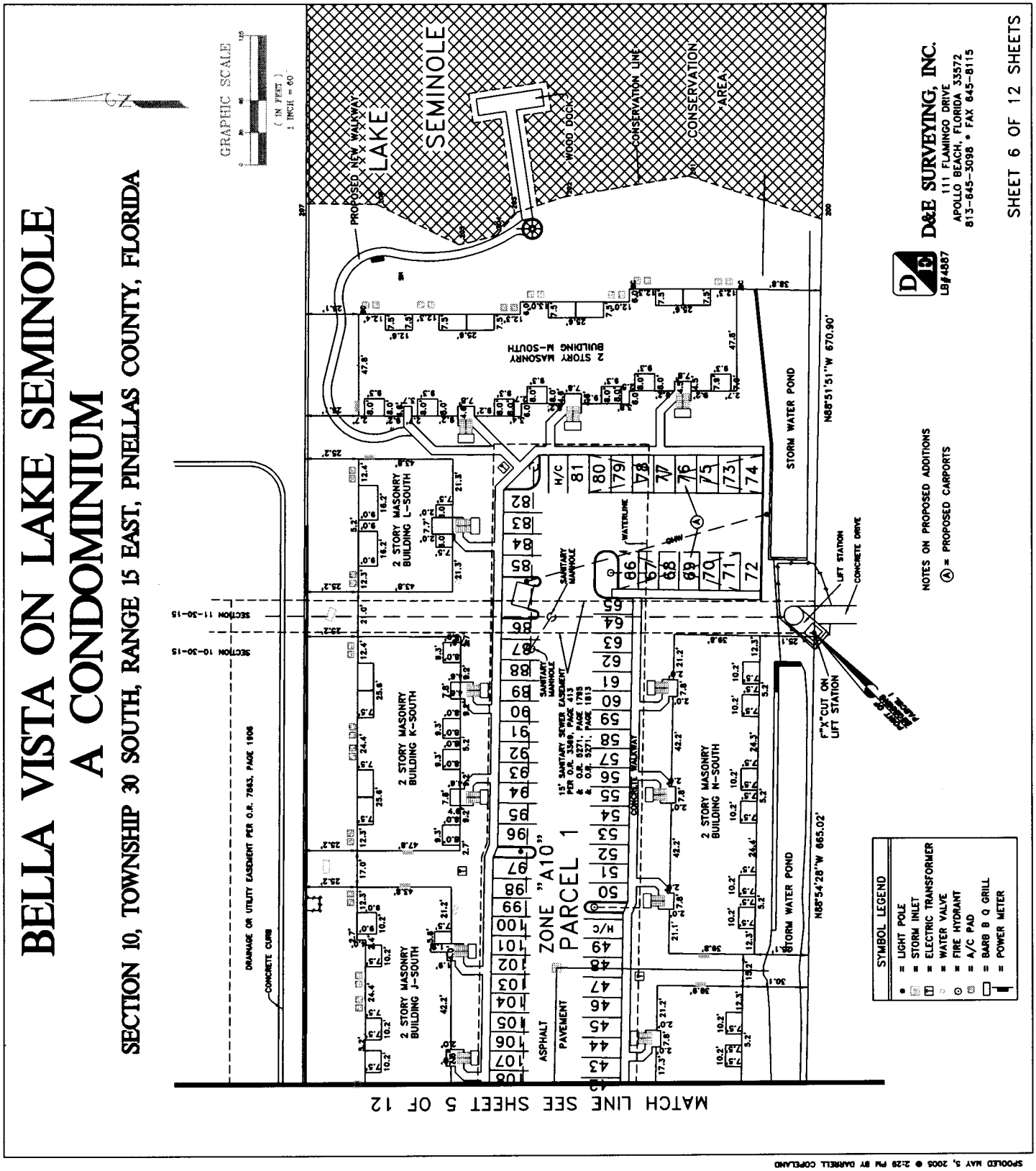
SHEET 5 OF 12 SHEETS

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PINELLAS COUNTY FL OFF. REC. BK 14516 PG 536

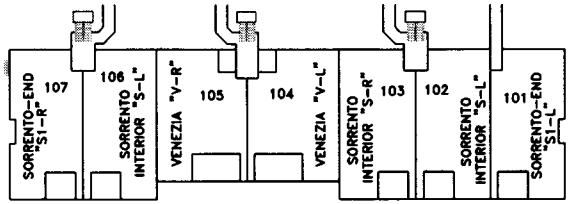
BELLA VISTA ON LAKE SEMINOLE
A CONDOMINIUM

SECTION 10, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

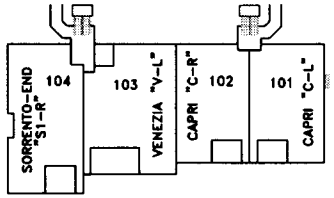


BELLA VISTA ON LAKE SEMINOLE
A CONDOMINIUM

SECTION 10, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

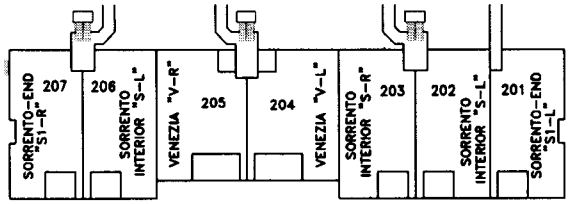


BUILDING #12293
A-NORTH FIRST FLOOR

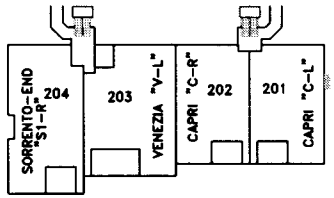


BUILDING #12261
B-NORTH FIRST FLOOR

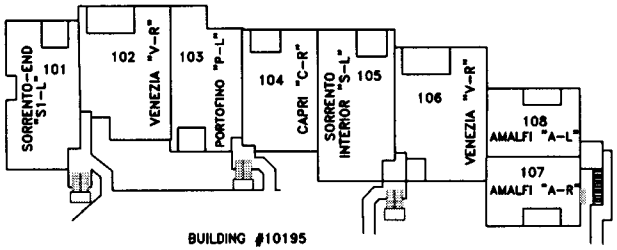
GRAPHIC SCALE
0 15 30 60
(IN FEET)
1 INCH = 30'



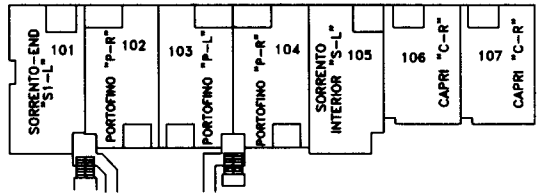
BUILDING #12293
A-NORTH SECOND FLOOR



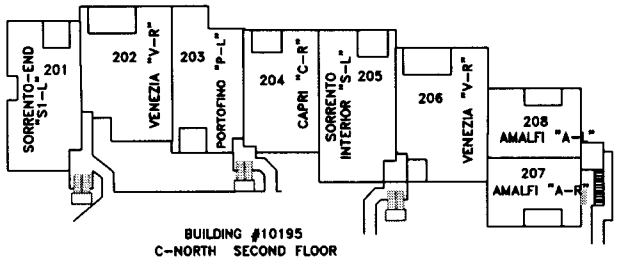
BUILDING #12261
B-NORTH SECOND FLOOR



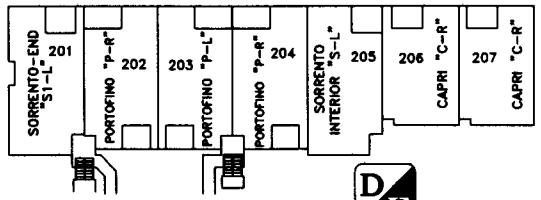
BUILDING #10195
C-NORTH FIRST FLOOR



BUILDING #10167
D-NORTH FIRST FLOOR



BUILDING #10195
C-NORTH SECOND FLOOR



BUILDING #10167
D-NORTH SECOND FLOOR

D&E SURVEYING, INC.
LB#4887
111 FLAMINGO DRIVE
APOLLO BEACH, FLORIDA 33572
813-645-3098 * FAX 645-8115

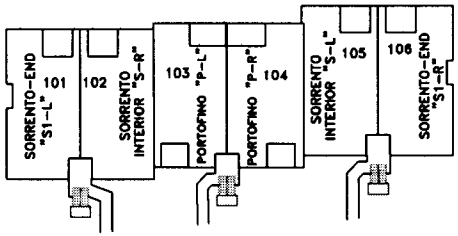
SHEET 7 OF 12 SHEETS

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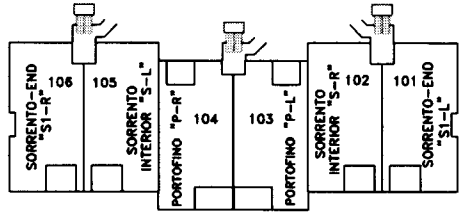
PINELLAS COUNTY FL OFF. REC. BK 14516 PG 538

BELLA VISTA ON LAKE SEMINOLE
A CONDOMINIUM

SECTION 10, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA



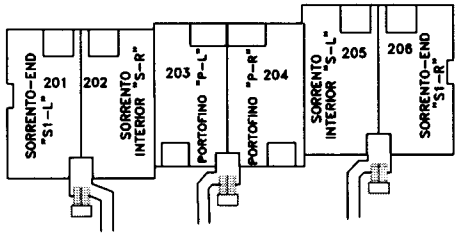
BUILDING #10125
E-NORTH FIRST FLOOR



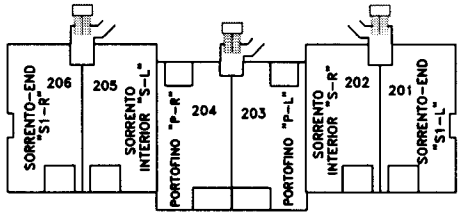
BUILDING #10103
F-NORTH FIRST FLOOR

GRAPHIC SCALE

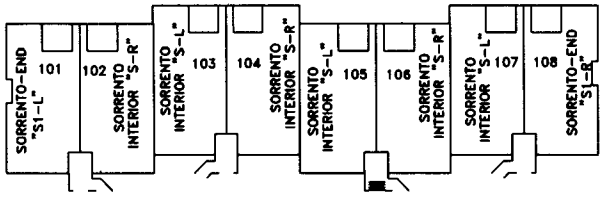
(IN FEET)
1 INCH = 30'



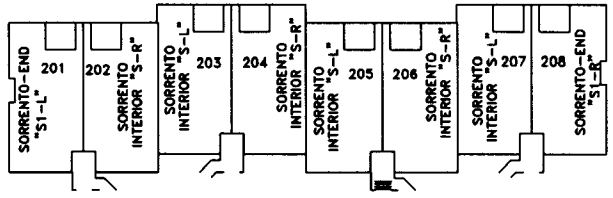
BUILDING #10125
E-NORTH SECOND FLOOR



BUILDING #10103
F-NORTH SECOND FLOOR



BUILDING #10100
G-NORTH FIRST FLOOR



BUILDING #10100
G-NORTH SECOND FLOOR

D&E SURVEYING, INC.
LB#4557
111 FLAMINGO DRIVE
APOLLO BEACH, FLORIDA 33572
813-645-3098 * FAX 645-8115

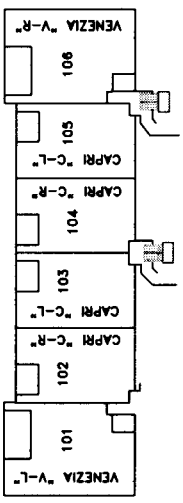
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PINELLAS COUNTY FL OFF. REC. BK 14516 PG 539

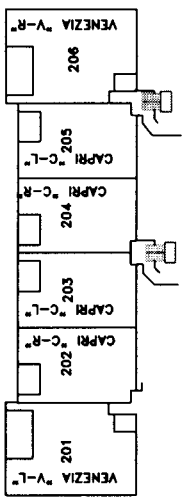
BELLA VISTA ON LAKE SEMINOLE
A CONDOMINIUM

SECTION 10, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

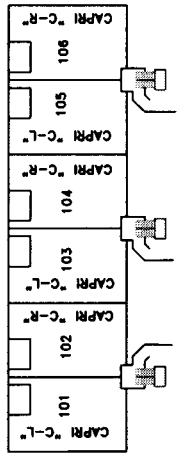
GRAPHIC SCALE
(IN FEET)
1 INCH = 30'



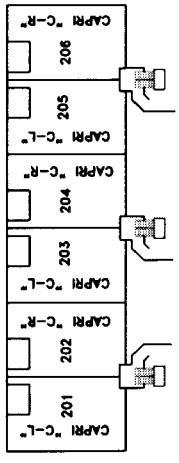
BUILDING #10177
J-SOUTH FIRST FLOOR



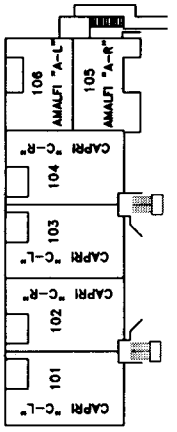
BUILDING #10177
J-SOUTH SECOND FLOOR



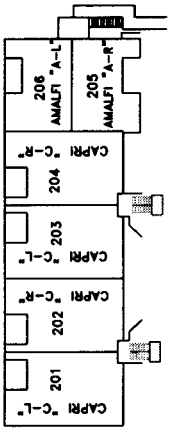
BUILDING #10199
I-SOUTH FIRST FLOOR



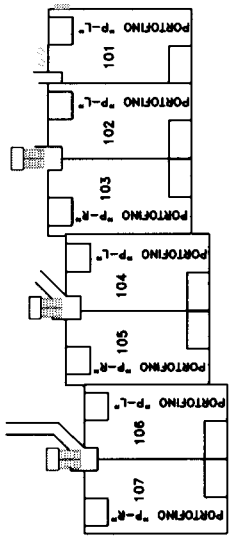
BUILDING #10199
I-SOUTH SECOND FLOOR



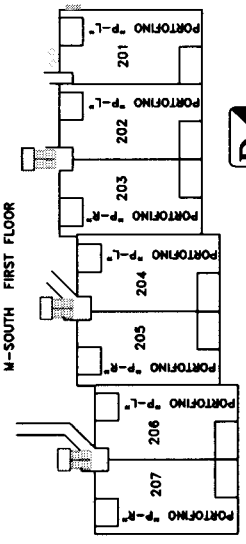
BUILDING #10221
H-SOUTH FIRST FLOOR



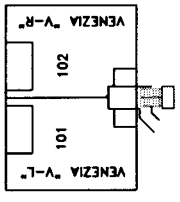
BUILDING #10221
H-SOUTH SECOND FLOOR



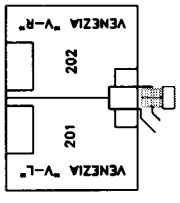
BUILDING #10155
M-SOUTH FIRST FLOOR



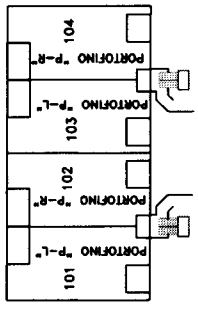
BUILDING #10155
M-SOUTH SECOND FLOOR



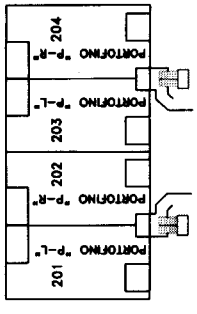
BUILDING #10123
L-SOUTH FIRST FLOOR



BUILDING #10123
L-SOUTH SECOND FLOOR



BUILDING #10155
K-SOUTH FIRST FLOOR



BUILDING #10155
K-SOUTH SECOND FLOOR

D&E SURVEYING, INC.
111 FLAMINGO DRIVE
APOLLO BEACH, FLORIDA 33572
813-645-3098 * FAX 645-8115
LB#4887

SHEET 9 OF 12 SHEETS

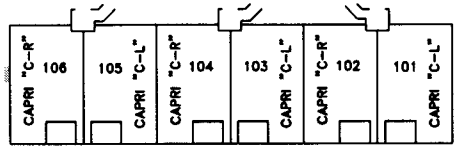
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BELLA VISTA ON LAKE SEMINOLE
A CONDOMINIUM

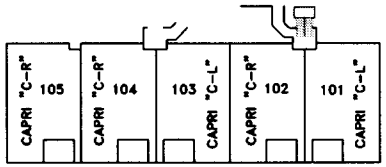
SECTION 10, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

GRAPHIC SCALE

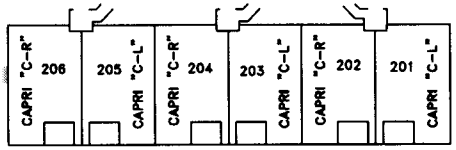
(IN FEET)
1 INCH = 30 '



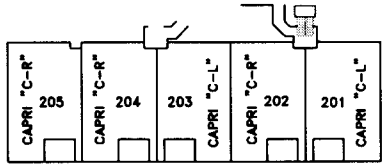
BUILDING #10160
N-SOUTH FIRST FLOOR



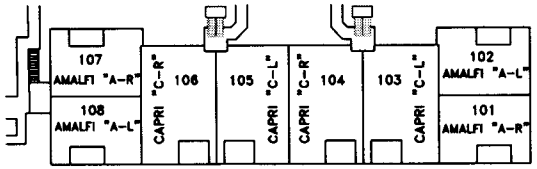
BUILDING #10178
O-SOUTH FIRST FLOOR



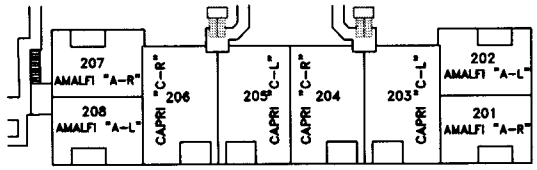
BUILDING #10160
N-SOUTH SECOND FLOOR



BUILDING #10178
O-SOUTH SECOND FLOOR



BUILDING #10196
P-SOUTH FIRST FLOOR



BUILDING #10196
P-SOUTH SECOND FLOOR

D&E SURVEYING, INC.
LB#4887
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813-645-3098 * FAX 645-8115

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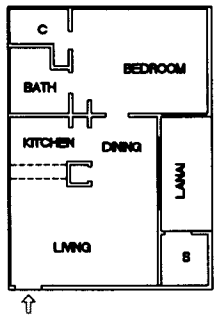
PINELLAS COUNTY FL OFF. REC. BK 14516 PG 541

BELLA VISTA ON LAKE SEMINOLE
A CONDOMINIUM

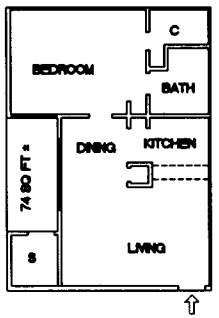
SECTION 10, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

GRAPHIC SCALE

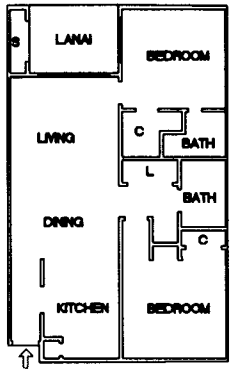
(IN FEET)
1 INCH = 10'



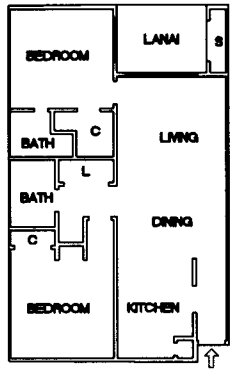
AMALFI 'A-L'



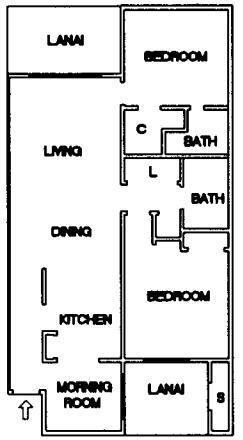
AMALFI 'A-R'



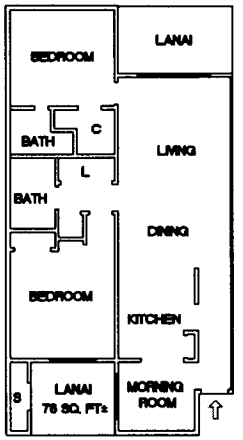
CAPRI 'C-R'



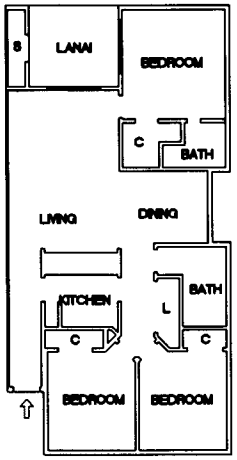
CAPRI 'C-L'



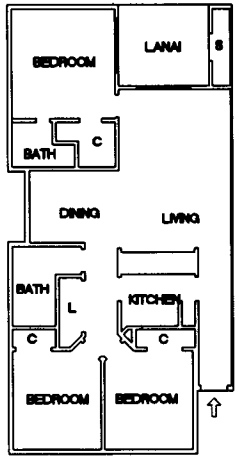
PORTFINO 'P-R'



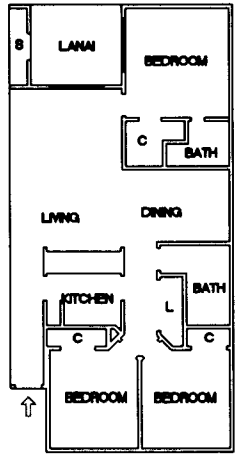
PORTFINO 'P-L'



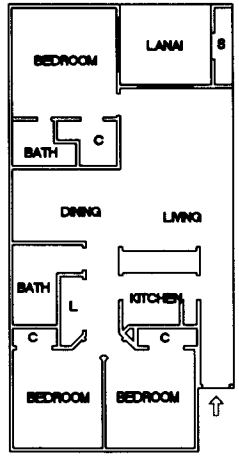
SORRENTO-END 'S1-R'



SORRENTO-END 'S1-L'



SORRENTO INTERIOR 'S-R'



SORRENTO INTERIOR 'S-L'

C = CLOSET
L = LAUNDRY
S = STORAGE

NOTES:

1) REFER TO DECLARATION OF CONDOMINIUM FOR EXPLANATION OF UNIT OWNERSHIP, STRUCTURAL COLUMNS AND APPURTENANCES SUCH AS WINDOWS, DOORS ETC.

2) DIMENSIONS ARE NOMINAL IN THAT THEY EXPRESS THE GENERAL UNIT SIZE, EXCLUSIVE OF STRUCTURAL COLUMNS. MINOR VARIATIONS WILL OCCUR DUE TO CONSTRUCTION TOLERANCES.

3) INTERIOR WALLS DIVIDING UNITS ARE 0.45' IN WIDTH.

D&E SURVEYING, INC.
111 FLAMINGO DRIVE
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LB#4887

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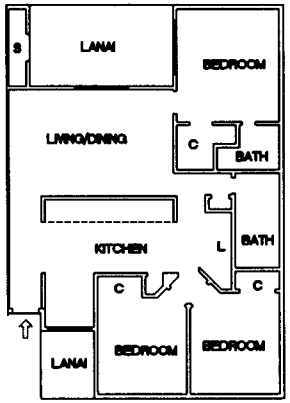
PINELLAS COUNTY FL OFF. REC. BK 14516 PG 542

BELLA VISTA ON LAKE SEMINOLE
A CONDOMINIUM

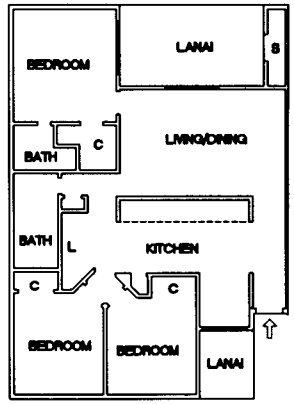
SECTION 10, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

GRAPHIC SCALE

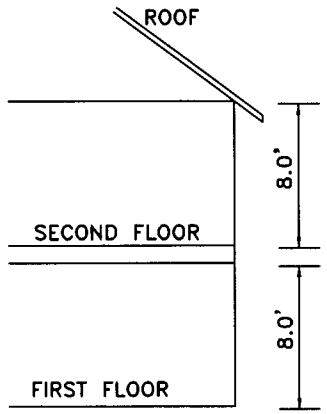
(IN FEET)
1 INCH = 10 '



VENEZIA 'V-R'



VENEZIA 'V-L'



ELEVATION VIEW

C = CLOSET
L = LAUNDRY
S = STORAGE

NOTES:

1) REFER TO DECLARATION OF CONDOMINIUM FOR EXPLANATION OF UNIT OWNERSHIP, STRUCTURAL COLUMNS AND APPURTENANCES SUCH AS WINDOWS, DOORS ETC.

2) DIMENSIONS ARE NOMINAL IN THAT THEY EXPRESS THE GENERAL UNIT SIZE, EXCLUSIVE OF STRUCTURAL COLUMNS. MINOR VARIATIONS WILL OCCUR DUE TO CONSTRUCTION TOLERANCES.

3) INTERIOR WALLS DIVIDING UNITS ARE 0.45' IN WIDTH.

D&E SURVEYING, INC.
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APOLLO BEACH, FLORIDA 33572
813-645-3098 * FAX 645-8115
LB#4887

SHEET 12 OF 12 SHEETS

SPOOLED MAY 3, 2005 @ 10:49 AM BY DARRELL COPELAND

PINELLAS COUNTY FL OFF. REC. BK 14516 PG 543

Exhibit "B"

UNIT OWNERS UNDIVIDED SHARE IN THE COMMON ELEMENTS AND PERCENTAGE OF SHARING COMMON EXPENSES AND OWNING COMMON SURPLUS

Exhibit B

Unit Owners Undivided Share in Common Elements and Percentage of Sharing Common Expenses and Owning Common Surplus

Building Number	Building Letter	Unit Number	Bed/ Bath	Unit Percent
12293	A	101	3/2	0.5968991%
12293	A	102	3/2	0.6058158%
12293	A	103	3/2	0.6058158%
12293	A	104	3/2	0.5974236%
12293	A	105	3/2	0.5974236%
12293	A	106	3/2	0.6058158%
12293	A	107	3/2	0.5968991%
12293	A	201	3/2	0.5968991%
12293	A	202	3/2	0.6058158%
12293	A	203	3/2	0.6058158%
12293	A	204	3/2	0.5974236%
12293	A	205	3/2	0.5974236%
12293	A	206	3/2	0.6058158%
12293	A	207	3/2	0.5968991%
12261	B	101	2/2	0.4725888%
12261	B	102	2/2	0.4725888%
12261	B	103	3/2	0.5974236%
12261	B	104	3/2	0.5968991%
12261	B	201	2/2	0.4725888%
12261	B	202	2/2	0.4725888%
12261	B	203	3/2	0.5974236%
12261	B	204	3/2	0.5968991%
10195	C	101	3/2	0.5968991%
10195	C	102	3/2	0.5974236%
10195	C	103	2/2	0.5339572%
10195	C	104	2/2	0.4725888%
10195	C	105	3/2	0.6058158%
10195	C	106	3/2	0.5974236%
10195	C	107	1/1	0.3446069%
10195	C	108	1/1	0.3446069%
10195	C	201	3/2	0.5968991%
10195	C	202	3/2	0.5974236%
10195	C	203	2/2	0.5339572%
10195	C	204	2/2	0.4725888%
10195	C	205	3/2	0.6058158%
10195	C	206	3/2	0.5974236%
10195	C	207	1/1	0.3446069%
10195	C	208	1/1	0.3446069%
10167	D	101	3/2	0.5968991%
10167	D	102	2/2	0.5339572%
10167	D	103	2/2	0.5339572%
10167	D	104	2/2	0.5339572%
10167	D	105	3/2	0.6058158%
10167	D	106	2/2	0.4725888%
10167	D	107	2/2	0.4725888%
10167	D	201	3/2	0.5968991%
10167	D	202	2/2	0.5339572%
10167	D	203	2/2	0.5339572%
10167	D	204	2/2	0.5339572%
10167	D	205	3/2	0.6058158%
10167	D	206	2/2	0.4725888%
10167	D	207	2/2	0.4725888%
10125	E	101	3/2	0.5968991%
10125	E	102	3/2	0.6058158%
10125	E	103	2/2	0.5339572%
10125	E	104	2/2	0.5339572%
10125	E	105	3/2	0.6058158%
10125	E	106	3/2	0.5968991%
10125	E	201	3/2	0.5968991%
10125	E	202	3/2	0.6058158%
10125	E	203	2/2	0.5339572%
10125	E	204	2/2	0.5339572%
10125	E	205	3/2	0.6058158%
10125	E	206	3/2	0.5968991%
10103	F	101	3/2	0.5968991%
10103	F	102	3/2	0.6058158%

Exhibit B

Unit Owners Undivided Share In Common Elements
and Percentage of Sharing Common Expenses
and Owning Common Surplus

Building Number	Building Letter	Unit Number	Bed/ Bath	Unit Percent
10103	F	103	2/2	0.5339572%
10103	F	104	2/2	0.5339572%
10103	F	105	3/2	0.6058158%
10103	F	106	3/2	0.5968991%
10103	F	201	3/2	0.5968991%
10103	F	202	3/2	0.6058158%
10103	F	203	2/2	0.5339572%
10103	F	204	2/2	0.5339572%
10103	F	205	3/2	0.6058158%
10103	F	206	3/2	0.5968991%
10100	G	101	3/2	0.5968991%
10100	G	102	3/2	0.6058158%
10100	G	103	3/2	0.6058158%
10100	G	104	3/2	0.6058158%
10100	G	105	3/2	0.6058158%
10100	G	106	3/2	0.6058158%
10100	G	107	3/2	0.6058158%
10100	G	108	3/2	0.5968991%
10100	G	201	3/2	0.5968991%
10100	G	202	3/2	0.6058158%
10100	G	203	3/2	0.6058158%
10100	G	204	3/2	0.6058158%
10100	G	205	3/2	0.6058158%
10100	G	206	3/2	0.6058158%
10100	G	207	3/2	0.6058158%
10100	G	208	3/2	0.5968991%
10221	H	101	2/2	0.4725888%
10221	H	102	2/2	0.4725888%
10221	H	103	2/2	0.4725888%
10221	H	104	2/2	0.4725888%
10221	H	105	1/1	0.3446069%
10221	H	106	1/1	0.3446069%
10221	H	201	2/2	0.4725888%
10221	H	202	2/2	0.4725888%
10221	H	203	2/2	0.4725888%
10221	H	204	2/2	0.4725888%
10221	H	205	1/1	0.3446069%
10221	H	206	1/1	0.3446069%
10199	I	101	2/2	0.4725888%
10199	I	102	2/2	0.4725888%
10199	I	103	2/2	0.4725888%
10199	I	104	2/2	0.4725888%
10199	I	105	2/2	0.4725888%
10199	I	106	2/2	0.4725888%
10199	I	201	2/2	0.4725888%
10199	I	202	2/2	0.4725888%
10199	I	203	2/2	0.4725888%
10199	I	204	2/2	0.4725888%
10199	I	205	2/2	0.4725888%
10199	I	206	2/2	0.4725888%
10177	J	101	3/2	0.5974236%
10177	J	102	2/2	0.4725888%
10177	J	103	2/2	0.4725888%
10177	J	104	2/2	0.4725888%
10177	J	105	2/2	0.4725888%
10177	J	106	3/2	0.5974236%
10177	J	201	3/2	0.5974236%
10177	J	202	2/2	0.4725888%
10177	J	203	2/2	0.4725888%
10177	J	204	2/2	0.4725888%
10177	J	205	2/2	0.4725888%
10177	J	206	3/2	0.5974236%
10155	K	101	2/2	0.5339572%
10155	K	102	2/2	0.5339572%
10155	K	103	2/2	0.5339572%
10155	K	104	2/2	0.5339572%

Exhibit B

Unit Owners Undivided Share in Common Elements
and Percentage of Sharing Common Expenses
and Owning Common Surplus

Building Number	Building Letter	Unit Number	Bed/ Bath	Unit Percent
10155	K	201	2/2	0.5339572%
10155	K	202	2/2	0.5339572%
10155	K	203	2/2	0.5339572%
10155	K	204	2/2	0.5339572%
10123	L	101	3/2	0.5974236%
10123	L	102	3/2	0,5974236%
10123	L	201	3/2	0.5974236%
10123	L	202	3/2	0.5974236%
10101	M	101	2/2	0.5339572%
10101	M	102	2/2	0.5339572%
10101	M	103	2/2	0.5339572%
10101	M	104	2/2	0.5339572%
10101	M	105	2/2	0.5339572%
10101	M	106	2/2	0.5339572%
10101	M	107	2/2	0.5339572%
10101	M	201	2/2	0.5339572%
10101	M	202	2/2	0.5339572%
10101	M	203	2/2	0.5339572%
10101	M	204	2/2	0.5339572%
10101	M	205	2/2	0.5339572%
10101	M	206	2/2	0.5339572%
10101	M	207	2/2	0.5339572%
10160	N	101	2/2	0.4725888%
10160	N	102	2/2	0.4725888%
10160	N	103	2/2	0.4725888%
10160	N	104	2/2	0.4725888%
10160	N	105	2/2	0.4725888%
10160	N	106	2/2	0.4725888%
10160	N	201	2/2	0.4725888%
10160	N	202	2/2	0.4725888%
10160	N	203	2/2	0.4725888%
10160	N	204	2/2	0.4725888%
10160	N	205	2/2	0.4725888%
10160	N	206	2/2	0.4725888%
10178	O	101	2/2	0.4725888%
10178	O	102	2/2	0.4725888%
10178	O	103	2/2	0.4725888%
10178	O	104	2/2	0.4725888%
10178	O	105	2/2	0.4725888%
10178	O	201	2/2	0.4725888%
10178	O	202	2/2	0.4725888%
10178	O	203	2/2	0.4725888%
10178	O	204	2/2	0.4725888%
10178	O	205	2/2	0.4725888%
10196	P	101	1/1	0.3446069%
10196	P	102	1/1	0.3446069%
10196	P	103	2/2	0.4725888%
10196	P	104	2/2	0.4725888%
10196	P	105	2/2	0.4725888%
10196	P	106	2/2	0.4725888%
10196	P	107	1/1	0.3446069%
10196	P	108	1/1	0.3446069%
10196	P	201	1/1	0.3446069%
10196	P	202	1/1	0.3446069%
10196	P	203	2/2	0.4725888%
10196	P	204	2/2	0.4725888%
10196	P	205	2/2	0.4725888%
10196	P	206	2/2	0.4725888%
10196	P	207	1/1	0.3446069%
10196	P	208	1/1	0.3446069%
TOTALS			192	100.0000000%

Exhibit "C"

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION
OF
BELLA VISTA ON LAKE SEMINOLE CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED INCORPORATOR, being a natural person competent to contract, for the purpose of forming a corporation not-for-profit under the laws of the State of Florida, does hereby adopt, subscribe and acknowledge the following Articles of Incorporation.

ARTICLE I. NAME

The name of the corporation shall be BELLA VISTA ON LAKE SEMINOLE CONDOMINIUM ASSOCIATION, INC. For convenience, such corporation shall be referred to in this instrument as the "Corporation."

ARTICLE II. PURPOSE AND POWERS

Section 1. Purpose. The purpose for which the Corporation is organized is to provide an entity for the operation and governance of BELLA VISTA ON LAKE SEMINOLE, a Condominium (the "Condominium"), located upon lands in Pinellas County, Florida, said property being described in the duly recorded Declaration of Condominium applicable thereto (the "Declaration of Condominium").

The Corporation shall not be operated for profit and shall make no distribution of income to its members, directors or officers.

Section 2. Powers. The Corporation shall have all of the common-law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles.

The Corporation shall have all of the powers and duties contemplated in the Declaration of Condominium and Chapter 718, Florida Statutes (the "Florida Condominium Act") together with all of the powers and the duties reasonably necessary to operate the Condominium pursuant to the Declaration of Condominium as it may be amended from time to time, and such other documents or agreements that may exist from time to time pertaining to the Condominium. The powers and duties, which the By-Laws may set forth in more detail, shall include, but shall not be limited to, the following specific powers and duties:

(a) To make and collect Assessments against members as Unit Owners to defray the costs, expenses and losses of the Condominium, and to make such other Special Assessments against Unit Owners as the Declaration of Condominium shall provide, and to enforce such levy of Assessments through a lien and the foreclosure thereof or by other action pursuant to the Declaration of Condominium.

(b) To use the proceeds of the Assessments in the exercise of its powers and duties, and as provided in the Declaration of Condominium.

(c) To maintain, repair, replace and operate the Condominium Property.

(d) To purchase insurance and enter into contracts for services, utilities and other purposes as may be deemed appropriate.

(e) To reconstruct improvements after casualty and further improve the Condominium Property.

(f) To make and amend reasonable rules and regulations.

(g) To perform such functions as may be specified in the Declaration of Condominium and the By-Laws.

(h) To enforce by legal means the provisions of the Florida Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Corporation and such rules and regulations as may be promulgated.

(i) To employ personnel to perform the services required for proper operation of the Condominium.

(j) To lease, maintain, repair and replace the Common Elements as same are defined in the Declaration of Condominium.

(k) To acquire or enter into agreements acquiring leaseholds, memberships or other possessory or use interests in lands or facilities and to pay the rental, membership fees, operational, replacement and other expenses as Common Expenses.

(l) To purchase a Unit or Units of the Condominium for any purpose and to hold, lease, mortgage or convey such Units on terms and conditions approved by the Board of Directors.

(m) To exercise such other power and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth herein and as permitted by the applicable laws of the State of Florida.

(n) To contract for the management and maintenance of the Condominium Property to assist the Corporation in carrying out its powers and duties.

(o) To bring suit as may be necessary to protect the Corporation's interests, the interests of the Corporation's members, or the Condominium Property.

ARTICLE III. DEVELOPER

Bella Vista on Lake Seminole, LLC, a Florida limited liability company, shall make and declare or has made and declared a certain Declaration of Condominium submitting

to condominium ownership certain property described therein under the terms, covenants, and conditions expressed more fully therein; the Condominium is to be known as BELLA VISTA ON LAKE SEMINOLE, A CONDOMINIUM.

ARTICLE IV. TERM

The term for which this Corporation shall exist shall be perpetual unless terminated by another provision of the Declaration of Condominium of Bella Vista on Lake Seminole Condominium Association.

ARTICLE V. INCORPORATOR

The name and address of the incorporator of this Corporation is as follows:

BELLA VISTA ON LAKE SEMINOLE, LLC
10240 Sailwinds Boulevard North
Largo, Florida 33773

ARTICLE VI. OFFICERS

The officers of the Corporation shall be a President, one or more Vice Presidents, Secretary and Treasurer and such other officers as the Board of Directors may from time to time determine. The officers of this Corporation shall be elected for a term of one year, and until a successor shall be elected and qualified, by the Board of Directors at their annual meeting and in accordance with the provisions provided therefor in the By-Laws of the Corporation. Until transfer of the control of the Corporation to the Unit Owners other than the Developer has been accomplished, the officers need not be directors or members.

The names of the persons who shall serve as the first officers are:

Debra Koehler	President
Robert Moreyra	Vice President
Vincent Della Rocca	Secretary/Treasurer

ARTICLE VII. DIRECTORS

The affairs of the Corporation shall be managed by a Board of Directors composed of not less than three (3) directors. Until control of the Corporation is transferred to Unit Owners other than the Developer, the Developer shall be entitled to designate non-member directors to the extent permitted by the Florida Condominium Act. Except for non-member directors appointed by the Developer, all directors shall be elected at the annual membership meeting of the Corporation.

The first Board of Directors shall be comprised of three (3) persons who shall serve until their respective successors are elected (or designated) and qualified. The names and addresses of the members of the Board of Directors who shall serve as the first directors are:

Debra Koehler
101 East Kennedy Boulevard,
Suite 3300
Tampa, Florida 33602

Robert Moreyra
101 East Kennedy Boulevard,
Suite 3300
Tampa, Florida 33602

Vincent Della Rocca
101 East Kennedy Boulevard,
Suite 3300
Tampa, Florida 33602

ARTICLE VIII. BY-LAWS

The initial By-Laws of the Corporation shall be attached as an exhibit to the Declaration of Condominium for the Condominium and shall be adopted by the first Board of Directors.

ARTICLE IX. MEMBERS

Membership in the Corporation shall automatically consist of and be limited to all of the record owners of Units in the Condominium. Transfer of Unit ownership, either voluntary or by operation of law, shall terminate membership in the Corporation and said membership is to become vested in the transferee. If Unit ownership is vested in more than one person then all of the persons so owning said Unit shall be members eligible to hold office, attend meetings, etc., but the Owner(s) of each Unit shall only be entitled to one vote as a member of the Corporation. The manner of designating voting members and exercising voting rights shall be determined by the By-Laws.

ARTICLE X. AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

(a) The Board of Directors shall adopt a resolution setting forth the proposed amendment and, if there are members of the Corporation, the Board shall direct that it be submitted to a vote at a meeting of the members, which may be either

the annual or a special meeting. If there are no members of the Corporation, the amendment shall be adopted by a vote of the majority of directors and the provisions for adoption by members shall not apply.`

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member of record entitled to vote thereon within the time and in the manner provided in Article III, Section 2 of the By-Laws for the giving of notice of meetings of members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(c) At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all members of the Corporation entitled to vote thereon.

No amendment to these Articles of Incorporation shall be made which affects any of the rights and privileges provided to the Developer in the Condominium documents without the written consent of the Developer.

ARTICLE XI. PRINCIPAL PLACE OF BUSINESS

The principal place of business of the Corporation shall be 10240 Sailwinds Boulevard North, Largo, Florida 33773 or at such other place or places as may be designated from time to time.

ARTICLE XII. REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Corporation and the name of the initial registered agent at that address are:

Debra Koehler
10240 Sailwinds Boulevard North,
Largo, Florida 33773

ARTICLE XIII. INDEMNIFICATION

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

IN WITNESS WHEREOF, the subscribing Incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed this 9th day of August, 2005.

BELLA VISTA ON LAKE SEMINOLE, LLC, a Florida limited liability company
By: Bella Vista on Lake Seminole Manager, LLC a Florida limited liability company Its: Manager

By: Debra F. Koehler
Name: ~~Deborah Koehler~~ Debra F. Koehler
Title: Vice President

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 9th day of August, 2005, by Debra Koehler, as Vice President of Bella Vista on Lake Seminole, LLC, a Florida limited liability company, being known to me to be the person who executed the foregoing Articles of Incorporation of BELLA VISTA ON LAKE SEMINOLE CONDOMINIUM ASSOCIATION, INC. who ☑ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

Lillian Tramontano
(Signature)
Name: LILLIAN TRAMONTANO
(Legibly Printed)
Notary Public, State of Florida

_____
(Commission Number, if any)

LILLIAN TRAMONTANO
Notary Public - State of Florida
My Commission Expires Oct 4, 2008
Commission # DD 351951
Bonded by National Notary Assn.

ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT

The undersigned, having been named as registered agent and to accept service of process for BELLA VISTA ON LAKE SEMINOLE CONDOMINIUM ASSOCIATION, INC. hereby accepts the appointment as registered agent and agrees to act in such capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of his duties and is familiar with and accepts the obligations of his position as registered agent.

Name: ~~Deborah Koehler~~ Debra F. Koehler
Registered Agent

Exhibit "D"

BY-LAWS

BY-LAWS OF
BELLA VISTA ON LAKE SEMINOLE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I: IDENTITY

BELLA VISTA ON LAKE SEMINOLE CONDOMINIUM ASSOCIATION, INC. ("Association") is a not-for-profit corporation, organized and existing pursuant to the laws of the State of Florida for purposes of operating and administering BELLA VISTA ON LAKE SEMINOLE, a Condominium located in Pinellas County, Florida ("Condominium").

Section 1. Principal Office. The principal office of the Association shall be at 10240 Sailwinds Boulevard North, Largo, FL 33773, or at such other place as may be subsequently designated by the Board of Directors of the Association.

Section 2. Definitions. As used herein, the word "Condominium Association" shall be the equivalent of "Association," as defined in the Declaration of Condominium to which these By-Laws are attached, and all other terms used herein shall have the same definitions as attributed to them in said Declaration of Condominium. As used herein, in the Declaration of Condominium (the "Declaration of Condominium" or "Declaration"), or in Chapter 718, Florida Statutes (the "Florida Condominium Act"), the terms "Board of Directors" and "Board of Administration" shall be synonymous.

ARTICLE II: MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership in the Association. Membership in the Association shall be limited to Owners of Units in the Condominium. Transfer of Unit ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership shall become vested in the transferee. If Unit ownership is vested in more than one person, then all of the persons so owning said Unit shall be members eligible to hold office, attend meetings, etc., but, as hereinafter indicated, the vote of a Unit shall be cast by the "voting member." If Unit ownership is vested in a corporation, general partnership, limited partnership, limited liability company or other entity (for purposes herein, the foregoing are collectively defined as an "Entity"), said Entity shall designate an individual as its "voting member" pursuant to the provisions of Section 5 of this Article.

Section 2. Voting.

(A) The Owner(s) of each Unit shall be entitled to one vote for each Unit owned. If a Unit Owner owns more than one Unit, such individual shall be entitled to one vote for each Unit owned. Any two (2) Units which have been combined into one combined living area shall be deemed to be two (2) Units (as if they had not been so combined) and shall therefore be entitled to two (2) votes to be cast by its Owner. The vote of a Unit shall not be divisible.

(B) A majority of the members who are present in person or by proxy pursuant to applicable Florida law and are entitled to vote under Section 5 of this Article at a meeting at which a quorum is present shall decide any question (except the election of members of the Board of Directors which must be by written ballot or voting machine), unless the Declaration, Articles of Incorporation, By-Laws, or agreement entered into by the Association provides otherwise, in which event the voting percentage required in said documents shall control.

Section 3. Quorum. The presence in person, or by limited or general proxy pursuant to applicable Florida law, of a majority of the members entitled to vote under Section 5 hereof shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or may be cast by limited or general proxy in certain circumstances in accordance with applicable Florida law. Pursuant to Section 718.112(2)(b), F.S., all proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5) and shall be filed with the secretary of the Association not less than three (3) days prior to the meeting in which they are to be used. Proxies shall be valid only for the particular meeting designated therein and any lawfully adjourned meetings thereof, if held within ninety (90) days. Where a Unit is owned jointly by a husband and wife, and if

they have not designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated. Pursuant to Section 718.112(2)(b), F.S., Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to amend the declaration pursuant to Section 718.110; for votes taken to amend the articles of incorporation or bylaws; and for any other matter for which Chapter 718, Florida Statutes, requires or permits a vote of the Unit Owners. No proxy, limited or general, shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required or given.

Section 5. Designation of Voting Member. If a Unit is owned by one person, such person's right to vote shall be established by the recorded title to the Unit. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated in a certificate, signed by all of the recorded Owners of the Unit and filed with the secretary of the Association. If a Unit is owned by an Entity, the individual entitled to cast the vote of the Unit for such Entity shall be designated in a certificate for this purpose, signed by (a) in the case of a corporation, the president or vice president, attested to by the secretary or assistant secretary of the corporation, (b) in the case of a general partnership, the general partners, (c) in the case of a limited partnership, the general partner(s) thereof on behalf of the limited partnership (if the general partner is a corporation, the president or vice president of such corporation shall execute such certificate and the secretary of such corporation shall attest thereto), (d) in the case of a limited liability company, the manager thereof, or (e) in the case of a legal entity other than as described above, the individual authorized to execute the certificate in accordance with such legal entity's governing documents. Such certificate shall be filed with the secretary of the Association. The person designated in such certificate who is entitled to cast the vote for a Unit shall be known as the "voting member." If such a certificate is required and is not filed with the secretary of the Association for a Unit owned by more than one person or by an Entity, the vote of the Unit concerned may not be cast and shall not be considered in determining the requirement for a quorum or for any purpose requiring the approval of a person entitled to cast the vote for the Unit. Unless the certificate shall otherwise provide, such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned. Notwithstanding the foregoing, if a Unit is owned jointly by a husband and wife, the following three (3) provisions are applicable thereto:

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

(B) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

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

ARTICLE III: MEETINGS OF THE MEMBERSHIP

Section 1. Place. All meetings of the Association membership shall be held at such place and at such time as shall be designated by and stated in the notice of the meeting. Conduct of meetings are governed by 718.112(2)(d), Florida Statutes.

Section 2. Notices. It shall be the duty of the secretary to mail or hand deliver a written notice of each annual or special meeting, which notice must include an agenda, stating the time and place thereof to each Unit Owner of record at least fourteen (14) days prior to such meeting, and to post at a conspicuous place on the property a copy of the notice of said meeting at least fourteen (14) continuous days preceding said meeting. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property or Association Property upon which all notices of Unit Owner meetings shall be posed. Unless a Unit Owner waives in writing the right to receive notice of the annual meeting, such notice shall be hand delivered or mailed to each Unit. Notice for meetings and notice for all other purposes shall be mailed to each Unit Owner at the address last furnished to he Association by the Unit Owner, or hand delivered to each Unit Owner. However, if a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address which the Developer initially identifies for that purpose and thereafter as one or more of the owners of the Unit shall so advise the Association in writing, or if

no address is given or the owners of the Unit do not agree, to the address provided on the deed of record. The Secretary shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association affirming that the notice was mailed or hand delivered.

Section 3. Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business authorized to be transacted by the members shall be held once in each calendar year at such time and on such date in each calendar year as the Board of Directors shall determine. All meetings will be held in accordance with 718.112(2)(d). At the annual meeting, the members shall elect, by plurality vote, a Board of Directors and shall transact such other business as may have been stated in the notice for said meeting. The election of the Board of Directors at the annual meeting shall be conducted in accordance with applicable provisions of the Florida Condominium Act. Cumulative voting shall be prohibited.

Section 4. Special Meeting. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president, and shall be called by the president or secretary at the request in writing of a majority of the Board of Directors. Except for the purpose of removing a director governed by the provisions of Section 3 of Article IV hereof, a special meeting must be called by the president or secretary upon the request in writing of voting members representing 10% of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the matters stated in the notice thereof.

Section 5. Waiver and Consent. Any approval by Unit Owners called for by the Florida Condominium Act, the Declaration or these By-Laws shall be made at a duly noticed meeting of Unit Owners and shall be subject to all requirements of the Florida Condominium Act or the Declaration relating to Unit Owner decision making, except that Unit Owners may take action by written agreement, without meetings, on any matters for which the vote of members at a meeting is required or permitted by any provision of these By-Laws, or on matters for which action by written agreement without meeting is expressly allowed by the Declaration, or any Florida statute which provides for Unit Owner action.

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

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

ARTICLE IV: DIRECTORS

Section 1. Number, Term and Qualifications. The affairs of the Association shall be governed by a Board of Directors, serving without compensation, composed of three (3) directors. The term of each director's service shall extend until the next annual meeting of the members, and thereafter until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below. All directors shall be members of the Association; provided, however, that all directors that the Developer is entitled to elect or designate need not be members. The individual designated as the voting member for a Unit owned by an Entity shall be deemed to be a member of the Association so as to qualify to become a director of the Association. Transfer of control of the Association from the Developer to the Unit Owners shall be in accordance with the Florida Condominium Act.

Section 2. First Board of Directors and Method for Elections Directors. The first Board of Directors named in the Articles of Incorporation shall hold office and serve until their successors have been elected and qualified. The method for electing the Board of Directors shall be conducted in accordance with Section 718.112(2)(d), Florida Statutes.

Section 3. Removal of Directors. Any removal of a director or directors of the Board by recall shall be done in accordance with the provisions of Section 718.112(2)(j), Florida Statutes, or the rules

promulgated thereunder, or in accordance with any other applicable provisions of the Florida Condominium Act. However, if more than a majority of the Board is recalled, the replacements must be selected in accordance with the rules promulgated by the Division of Florida Land Sales, Condominiums and Mobile Homes.

Section 4. Vacancies on Directorate. With the exception of vacancies caused by recall, if the office of any director or directors becomes vacant prior to the expiration of a term, by reason of death, resignation, retirement, or disqualification, and a successor not be elected at the meeting, a majority of the remaining directors, though less than a quorum, shall choose a successor or successors, who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors. Notwithstanding the above, only the Developer may elect to fill a vacancy on the Board previously occupied by a Board member elected or appointed by the Developer, in which case a quorum for purposes of that election shall consist of a majority of Units owned by the Developer. Only Unit Owners other than the Developer may elect to fill a vacancy on the Board previously occupied by a Board member elected or appointed by Unit Owners other than the Developer. A person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership.

Section 5. Disqualification and Resignation of Directors. Any director may resign at any time by sending a written notice of such resignation to the secretary of the Association. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the secretary. Commencing with the directors elected by the Unit Owners other than the Developer, the transfer of title of the Unit owned by a director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

Section 6. Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings (which shall specifically incorporate an identification of agenda items) shall, nevertheless, be given to each director personally or by mail, telephone or telegraph at least five (5) days prior to the day named for such meeting and shall be posted in accordance with the procedures of Section 718.112, Florida Statutes.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the president, and in his absence, by the vice president or secretary, or by a majority of the members of the Board of Directors, by giving five (5) days notice, in writing which shall specifically incorporate an identification of agenda items, to all of the members of the Board of Directors of the time and place of said meeting and shall be posted in accordance with the procedures of Section 718.112, Florida Statutes. All notices of special meetings shall state the purpose of the meeting.

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

Section 9. Quorum. At all meetings of the Board of Directors, a majority of the directors constitute a quorum for the transaction of business, and the acts of the majority of the directors present at such meetings at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At such adjourned meeting, and provided a quorum is then present, any business may be transacted which might have been transacted at the meeting as originally called. Proper notice of any adjourned meeting shall be given in accordance with applicable Florida law.

Section 10. Notice of Board Meetings. All Board meetings, regular or special, shall be properly noticed in accordance with Section 718.112(2)(c), Florida Statutes.

Section 11. Notice to Developer. Until the Developer sells the last Unit, it shall be entitled to attend the director's meetings and it may designate such person(s) as it desires to attend such meetings on its behalf. Such entitlement may be cancelled by Developer by delivering written notice to the Association.

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

(A) To exercise all powers specifically set forth in the Declaration, the Articles of Incorporation, these By-Laws, and in the Florida Condominium Act, and all powers incidental thereto.

(B) To adopt a budget and make and collect Assessments, including Special Assessments, enforce a lien for nonpayment thereof, and use and expend the Assessments to carry out the purposes and powers of the Association, subject to the provisions of the Declaration to which these By-Laws are attached and, where applicable, recognizing obligations of the Association contained in the provisions of the Declaration. The Board of Directors shall also have the power to levy a fine against the Owner of a Unit for the purposes specified in the Declaration.

(C) To employ, dismiss and control the personnel necessary for the maintenance and operation of the Condominium, including the right and power to employ attorneys, accountants, contractors, and other professionals, as the need arises, subject to any applicable provisions of the Declaration.

(D) To make and amend regulations respecting the operation and use of the Common Elements and Condominium Property and facilities and the use and maintenance of the Units therein.

(E) To contract for the management and maintenance of the Condominium Property to assist the Association in carrying out its powers and duties.

(F) To enter into agreements acquiring leaseholds, memberships or other possessory or use interests regarding recreation area(s) and facilities for the use and enjoyment of the members of the Association as provided for in the Declaration.

(G) To further improve the Condominium Property, both real and personal, and the right to purchase realty and items of furniture, furnishings, fixtures and equipment for the foregoing, and the right to acquire and enter into agreements pursuant to the Florida Condominium Act, subject to the provisions of the Declaration and these By-Laws.

(H) To enter into such agreements or arrangements, as deemed appropriate, with such firms or companies as it may deem for and on behalf of the Unit Owners to provide certain services and/or maintenance otherwise the individual responsibility of the Unit Owners and to increase the Assessments due or otherwise charge each Unit Owner a share of the amount charged for said maintenance and service.

(I) To designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association. Such committee shall consist of at least 3 members of the Association. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular minutes of their proceedings and report the same to the Board of Directors, as required.

(J) Limited power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

Section 13. Proviso. The validity of any delegation of power and/or duty by the Board of Directors, as hereinbefore provided, shall not affect the remainder of said delegations, or the other provisions of these By-Laws or the Condominium documents and its exhibits.

ARTICLE V: OFFICERS

Section 1. Elective Officers. The principal officers of the Association shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors

and shall serve without compensation. One person may not hold more than one of the aforementioned offices, except one person may be both Secretary and Treasurer. The President and Vice President shall be members of the Board of Directors. Notwithstanding the foregoing, the restriction as to one person holding only one of the aforementioned offices or the President and Vice President being members of the Board of Directors shall not apply until control of the Association shall be transferred to the Unit Owners other than the Developer.

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

Section 3. Appointive Officers. The Board may appoint assistant secretaries and assistant treasurers and such other officers as the Board of Directors deems necessary.

Section 4. Term. The officers of the Association shall hold office until their successors are chosen and qualified in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors; provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

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

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

Section 7. The Secretary. The Secretary shall issue notices of all Board of Directors' meetings and all meetings of the Unit Owners; he shall attend and keep the minutes of same; he shall have charge of all of the Association's books, records and papers, including roster of members and mortgagees except those kept by the Treasurer. If appointed, an assistant secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 8. The Treasurer.

(A) The Treasurer shall have custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each Unit which shall designate the name and current mailing address of the Unit Owner, the amount of each Assessment, the dates and amounts in which the Assessment came due, the amount paid upon the account and the balance due.

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

(C) The Treasurer shall collect the Assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors and, when requested, to the Developer or other entity designated by the Board of Directors.

(D) The Treasurer shall give status reports to potential transferees on which reports the transferees may rely.

(E) If appointed, an assistant treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

Section 9. Proviso. Notwithstanding any provisions to the contrary in these By-Laws, the Association shall maintain separate accounting records for this Association, shall keep such records according to good accounting practices, shall open such records for inspection by Unit Owners or their authorized representatives at reasonable times and shall supply written summaries of such records at least annually to the Unit Owners or their authorized representatives. In the event the Board of Directors employs a management firm to operate the Condominium on behalf of the Association, said management firm shall be required to follow the aforesaid provisions.

ARTICLE VI: FINANCES AND ASSESSMENTS

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

Section 2. Fidelity Bonds. The Association shall obtain fidelity bonds for officers and directors of the Association and other individuals only to the extent required by Section 718.111(11)(d), Florida Statutes.

Section 3. Fiscal Or Calendar Year. The Association shall be on a calendar year basis beginning January 1 and ending December 31. Notwithstanding the foregoing, the Board of Directors is authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America as such time as the Board of Directors deems it advisable. The setting of a fiscal year, as provided herein, shall not affect the applicable provisions of Article III, Section 3, of these By-Laws requiring an annual meeting in each calendar year.

Section 4. Determination of Assessments.

(A) The Board of Directors shall fix and determine from time to time the sum or sums necessary and adequate for the Common Expenses. Common Expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements and the Limited Common Elements, cost of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, obligations of the Association pursuant to the Declaration, water and sewer and any other expenses designated as Common Expenses from time to time by the Board of Directors, or under the provisions of the Declaration. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect Assessments and to lease, maintain, repair and replace the Common Elements and Limited Common Elements; provided, however, the Association shall not charge any fee against a Unit Owner for the use of Common Elements or Association Property unless such use is the subject of a lease between the Association and the Unit Owner. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions or percentages of sharing Common Expenses as provided in the Declaration and exhibits attached thereto. Said Assessments shall be payable monthly in advance and shall be due on the first (1st) day of each month in advance unless otherwise ordered by the Board of Directors. Special Assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular Assessments and shall be payable in the manner determined by the Board of Directors.

(B) All funds due from Unit Owners not as Common Expenses, including sums due as users of cable television service or pursuant to other applicable agreements or arrangements pertaining to all or substantially all Units, may be collected by the Association or its agents.

(C) An annual budget and level of Assessment for Common Expenses sufficient to fund such budget shall be proposed and adopted by the Board of Directors. The Board shall mail, or cause to be mailed, or hand deliver, or cause to be hand delivered, notice of the meeting of the Unit Owners or Board of Directors at which the budget will be considered not less than fourteen (14) days prior to said meeting. Evidence of compliance with this 14-day notice requirement shall be made by an affidavit executed by an

officer of the Association, or other person providing notice of the meeting and filed among the official records of the Association. Such notice shall include a copy of the proposed annual budget and Assessment.

If the adopted budget requires an assessment against the Unit Owners in any fiscal year exceeding 115% of the Assessments for the preceding year, the Board shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the annual budget, a written request for a special meeting from at least 10% of all voting interests. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. A least fourteen (14) days prior to such special meeting, the Board shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association, a notice of the meeting. An officer or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement, and such affidavit shall be filed among the official records of the Association. At this special meeting, Unit Owners shall consider and adopt a budget upon the vote of the members representing a majority of all Units. If a special meeting of the Unit Owners has been called pursuant to this section and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board goes into effect as scheduled. In determining whether Assessments exceed 115% of similar Assessments in the preceding year, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property must be excluded from the computation. However, as long as the Developer is in control of the Board of Directors, the Board may not impose an Assessment for any year greater than 115% of the prior fiscal year's Assessment without prior approval of the members representing a majority of all Units.

Any determination of whether assessments exceed 115% of assessments for the prior fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses of the Association which the Board does not expect to be incurred on a regular or annual basis, or assessments for betterments to the Condominium Property.

If the Developer controls the Board, assessments shall not exceed 115% of assessments for the prior fiscal year unless approved upon the vote of the members representing a majority of all Units.

(D) All Assessments shall be payable to the Association and deposited in the Association's account.

Section 5. Application of Payments and Commingling of Funds. Reserve and operating funds collected by the Association may be commingled in a single fund except for purposes of investment, in which event separate accountings must be maintained for each fund and the combined accounts cannot at any time, be less than the amount identified as reserve funds in the combined accounts. All Assessment payments collected shall be applied (1) pursuant to the applicable provisions of the Declaration, or (2) as the Board of Directors determines in its sole discretion. All funds shall be maintained in a separate account in the name of the Association.

Section 6. Acceleration of Assessment Installments or Special Assessment Installments upon Default. If a Unit Owner shall be in default in the payment of an installment upon an Assessment or Special Assessment, the Board of Directors or its agent may accelerate the remaining installments of the annual Assessment or Special Assessment. Accelerated assessments shall be due and payable on the date the claim of lien is filed. Such accelerated assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.

ARTICLE VII: UNAUDITED FINANCIAL STATEMENTS

In addition to any reporting requirements contained in the Florida Condominium Act or any applicable provision of Florida law, the Board, or its agents, shall (1) render to the members of the Association an unaudited statement for each fiscal year no later than four (4) months next thereafter, and (2) perform internal audits of the Association's financial records for the purpose of verifying the same but no independent or external audit shall be required of it.

ARTICLE VIII: COMPLIANCE AND DEFAULT

Section 1. Violations. In the event of a violation (other than the non-payment of an Assessment) by the Unit Owner in any of the provisions of the Declaration, of these By-Laws, or of the applicable portions of the Florida Condominium Act, the Association, by direction of its Board of Directors, may notify the Unit Owner by written notice of said breach, transmitted by mail or delivered in person. If such violation shall continue for a period of thirty (30) days from the date of the notice in the case of violations involving alterations and structural changes to the Unit and five (5) days from the date of the notice in the case of all other violations, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, of the By-Laws, or of the pertinent provisions of the Florida Condominium Act, and the Association may then, at its option, have the following elections:

(A) An action at law to recover for its damage on behalf of the Association or on behalf of the other Unit Owners;

(B) An action in equity to enforce performance on the part of the Unit Owner; or

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

Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request, signed by a Unit Owner, sent to the Board of Directors, shall authorize any Unit Owner to bring an action in equity or suit at law on account of the violation in the manner provided for in the Florida Condominium Act.

Section 2. Fines. In addition to the remedies as identified in Section 1 above, the Association may levy a fine not to exceed the maximum amount allowed by the Florida Condominium Act against any Owner, resident, guest or invitee, for failure to abide by any provisions of the Declaration, these By-Laws or the rules of the Association. No fine will become a lien against a Unit. A fine may be levied on the basis of a continuing violation, with a single notice and an opportunity for a hearing, provided that no such fine shall exceed the maximum aggregate amount allowed under the Florida Condominium Act. No fine may be levied except after giving reasonable notice and an opportunity for a hearing, to be held not less than 14 days after reasonable notice, to the Owner, resident, guest or invitee. Reasonable notice shall include the following: A statement of the date, time and place of the hearing; a statement as to the provisions of the Declaration, these By-Laws or the rules of the Association which have allegedly been violated; and a short and plain statement of the matters asserted by the Association.

A hearing shall be held before a committee of other Unit Owners. At the sole discretion of the Board of Directors, this committee may be either a standing committee appointed by the Board of Directors for the purpose of addressing all fine situations, or a committee appointed by the Board of Directors for the particular hearing. At such hearing, the party against whom the fine may be levied shall have the opportunity to respond to, to present evidence relating to, and to provide written and oral argument on all issues involved, and shall have an opportunity to review, challenge and respond to any material considered by the committee. A fine may not be levied if the committee does not agree with such fine. The notice and hearing procedures shall also satisfy any other requirements of the Florida Condominium Act or the regulations promulgated thereunder.

Section 3. Negligence or Carelessness of Unit Owner, Etc. Any Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance company of rights of subrogation.

Section 4. Costs and Attorneys' Fees. In any proceeding brought by the Association pursuant to this Article, the Association, if it is the prevailing party, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the court.

Section 5. No Waiver of Rights. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

Section 6. Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by Condominium documents, or at law or in equity.

ARTICLE IX: ACQUISITION OF UNITS

At any foreclosure sale of a Unit, the Board of Directors may, with the authorization and approval by the affirmative vote of voting members casting not less than seventy-five percent (75%) of the total votes of the members present at any regular or special meeting of the members wherein said matter is voted upon, acquire in the name of the Association or its designee a Condominium Parcel being foreclosed. The term "foreclosure," as used in this section, shall mean and include any foreclosure of any lien, excluding the Association's lien for Assessments. The power of the Board of Directors to acquire a Condominium Parcel at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the Board of Directors or of the Association to do so at any foreclosure sale. The provisions hereof are permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. Once general authority to purchase a Unit at a foreclosure sale is obtained, the Board of Directors shall not be required to obtain the specific approval of Unit Owners regarding the sum the Board of Directors determines to bid at such foreclosure sale unless the limit of such authority has been established in the original authorization.

ARTICLE X: AMENDMENTS TO THE BY-LAWS

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

(A) Notice of the meeting shall contain a the full text of the provisions to be amended. All new words are to be underlined, and words to be deleted must be lined through with hyphens; and

(B) The amendment is approved upon the affirmative vote of two-thirds (2/3) of the votes cast at a duly-called and duly-noticed meeting of the Association membership called in whole or in part for such purpose.

Said amendment shall be recorded and certified as required by the Florida Condominium Act. Notwithstanding the foregoing, these By-Laws may only be amended with the written approval when required of the parties specified in Section 6 of the Declaration to which these By-Laws are attached.

(C) No amendment to these By-Laws shall be made which affects any of the rights and privileges provided to the Developer in the Condominium documents without the written consent of the Developer.

ARTICLE XI: NOTICES AND WRITTEN INQUIRIES

Whatever notices are required to be sent hereunder shall be posted, delivered or sent in accordance with the applicable provisions as to same as set forth in Section 718.112(2)(a)(2), Florida Statutes, the Declaration to which these By-Laws and other exhibits are attached.

Pursuant to Section 718.112(2)(a)(2), Florida Statutes when a Unit Owner files a written inquiry by certified mail with the Association, the Association shall respond in writing to the Unit Owner with thirty (30) days of receipt of the inquiry. The Association's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been

requested from the Division of Florida Land Sales, Condominiums and Mobile Homes (the "Division"). If the Association requests advice from the Division, the Association shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquiry. If a legal opinion is requested, the Board shall respond to the written inquiry within sixty (60) days. Failure to respond shall preclude the Association from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. Notwithstanding anything contained herein to the contrary, the Association is only obligated to respond to one written inquiry per Unit in any given 30-day period, in which case any additional inquiries shall be responded to in the subsequent 30-day period(s).

ARTICLE XII: INDEMNIFICATION

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

ARTICLE XIII: LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

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

ARTICLE XIV: LIMITATION OF LIABILITY

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

ARTICLE XV: PARLIAMENTARY RULES

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

ARTICLE XVI: MORTGAGE REGISTER

The Association, or its agents, may maintain a register of all mortgages and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid Assessments or violations served upon a Unit Owner to said mortgagee. If a register is maintained, the Association or its agent maintaining same may make such charge as it deems appropriate against the applicable Unit for supplying the information provided herein.

ARTICLE XVII: RULES AND REGULATIONS

In addition to the rules and regulations set forth in the Declaration, the Association has the power to adopt rules and regulations governing the use of the Units, Common Elements, Limited Common Elements, and any other Condominium Property, and also the conduct of all residents thereof. The Unit Owners shall, at all times, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision.

The Board of Directors may, from time to time, adopt or amend rules and regulations governing the details of the operation, use, maintenance, management and control of the Units, Common Elements or Limited Common Elements or other property of the Condominium or services made available to the Unit Owners. A

copy of any additional rules and regulations adopted from time to time, as herein provided, shall from time to time be posted in a conspicuous place and/or copies of same shall be furnished to each Unit Owner.

In the event of any conflict between the rules and regulations as adopted or amended from time to time and the Condominium documents or the Florida Condominium Act, the latter shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these By-Laws and the Declaration, the provisions of said Declaration shall prevail.

ARTICLE XVIII: ARBITRATION

All issues or disputes which are recognized by the Florida Condominium Act, Section 718.1255, Florida Statutes, or by administrative rules promulgated under the Florida Condominium Act as being appropriate or required for mediation or arbitration shall be resolved through such alternative resolution procedures instead of civil litigation.

ARTICLE XIX: EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Act:

Section 1. In anticipation of or during any emergency defined in Section 6 below, the Board of Directors may:

(A) Name as assistant officers persons who are not Board members, which assistant officers shall have the same authority as the executive officers to whom they are assistant, during the period of the emergency, to accommodate the incapacity of any officer of the Association; and

(B) Relocate the principal office or designate alternative principal offices or authorize the officers to do so.

Section 2. During any emergency defined in Section 6 below:

(A) Notice of a meeting of the Board of Directors need be given only to those Directors whom it is practicable to reach and may be given in any practicable manner, including by publication and radio; and

(B) The Director or Directors in attendance at a meeting shall constitute a quorum.

Section 3. Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association:

(A) Binds the Association; and

(B) Shall have the presumption of being reasonable and necessary.

Section 4. An officer, assistant officer, director, or employee of the Association acting in accordance with these emergency provisions is only liable for willful misconduct.

Section 5. These emergency provisions shall supersede any inconsistent or contrary provisions of the By-Laws for the period of the emergency.

Section 6. An emergency exists for purposes of this Article XIX if a quorum of the Association's Directors cannot readily be assembled because of an act of God, natural disaster or other like catastrophic event.

Article XX: Certificates of Compliance

A Certificate of Compliance from a licensed electrical contractor or electrician may be accepted by the Association as evidence of compliance of the condominium Units to the applicable fire and life safety code.

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