86033316 O.R. 6170 PAGE 1352

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43 Int
Tot 9.00

CERTIFICATE OF AMENDMENT
OF DECLARATION OF
CONDOMINIUMIUM FOR

Greenview Condominium Assoc. Inc.

14 19777730 TO 40 TOTAL

CERTIFICATE dated this 23rd day of August, 19 85, executed by the undersigned on behalf of Greenview Condominium Association, Inc.

WHEREAS, The Declaration of Condominium for Greenview Condo Assoc. A CONDOMINIUM was recorded at Official Records 5991, Page 2077, et seq., Public Records of Pinellas County, Florida; and

WHEREAS, the owners of units in said condominium desire to amend the Declaration of Condominium to provide a method for making additions, alterations or improvements to the Common Elements as defined and identified in such Declaration; and

WHEREAS, the unit owners have complied with all requirements for such amendment under the Declaration, its Exhibits and the Florida Condominium Act;

BE IT THEREFORE NOW KNOWN that the Declaration of Condominium for Greenview Condominium, A CONDOMINIUM shall be amended to Adding Florida statute #718.112-3 (i) to permit charging a fee for the leasing or sale of any unit - the fee may not exceed the amount set by Florida law. The vote passed 19 for and 1 against. The fee will remain at $30.00.

I HEREBY CERTIFY that the foregoing amendments to the Declaration of Condominium for Greenview Condo Assoc, Inc. A CONDOMINIUM, is the amendments which were proposed to, voted on and approved by affirmative vote of the owners of a least _____ of the condominium parcels at a meeting duly called for such purpose.

J. F. Mata By: Mike Milliken
President

Laurie A. Kish Attest: _____

STATE OF FLORIDA)
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared Mr. Mike Milliken well known to me to be the President of Greenview Condominium Association, Inc., and the person described above, and she acknowledged to me that she executed the foregoing Certificate under the authority and at the direction of the corporation for the purposes expressed therein.

SWORN TO AND SUBSCRIBED before me this 28 day of August, 1985.

Gail P. Nolan
NOTARY PUBLIC Gail P. Nolan
My Commission Expires:

NOTARY PUBLIC, State of Florida At Large
My Commission Expires May 28th, 1989

FEB 17 4 14 PM '86

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 44 PAGES 1-9

RETURN TO: MATA Enterprises Inc 1301 Seminole Blvd Suite 110 Largo 33540 Attn: John F. Mata

85099193

O.R. 5991 PAGE 2077

AMENDMENT TO DECLARATION
OF CONDOMINIUMS
GREENVIEW CONDOMINIUM

15 15701984 40 1. 14MA85
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TOTAL 5.00 CHK

THE UNDERSIGNED, Greenview Condominium Association, Inc., hereby certifies as follows:

1. The Declaration of Condominiums for Greenview Condominium is recorded in OR 5062, at 1506 through 1572 of the public records of Pinellas County, State of Florida.

2. Article XVIII, Section two (2), leasing is Amended as follows:
"Section 2 - Leasing. No unit shall be leased or rented by the respective unit owner thereof for transit or hotel purposes which are defined as (a) rentals for less than ninety (90) days, or (b) rentals where the occupants of the unit are to be provided services, such as room service, furnished laundry and linens, and bell boy services. In addition, no unit may be leased more than twice (2) during any consecutive twelve (12) month period. Other than the foregoing, the owner or owners of the respective unit shall have the right to lease same provided that all acts of Lessee are the responsibility of the Lessor, all such restrict subletting of unit, and are made subject to this Declaration and the Condominium Act, and that a Greenview Condominium Association application for the lease, with a copy of the lease attached thereto, is submitted to the Directors of the Association for approval seven (7) working days prior to starting date of lease."

3. This Amendment to Section 2, at a meeting of unit owners was approved March 5, 1983.

IN WITNESS WHEREOF, This amendment is recorded this _____

day of _____, 1985.

GREENVIEW CONDOMINIUM ASSOCIATION, INC.

By: Mike Milliken
Mike Milliken - President

Subscribed and sworn to before me this 2 day of May, 19 85.

Lisa M Allen
(Notary Public)

Pinellas County, Florida
(County) (State)

My Commission Expires Notary Public, State of Florida at Lar My Commission Expires March 23, 19

Return to:

Greenview Condominium Association, Inc.
4131 Gunn Highway
Tampa, Florida 33624

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMIUNIUM PLAT BOOK 14 PAGES 1-9

MAY 14 2 21 PM '85

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Tot 9.00mH

86290003

O.R. 6376 PAGE 236

AMENDMENT TO

DECLARATION OF RESTRICTIONS AND AFFIRMATIVE COVENANTS

OF HIGHLAND LAKES

THIS AMENDMENT of the **Declaration of Restrictions and Affirmative Covenants, HIGHLAND LAKES,** made this 13 day of November, 1987, pursuant to the provisions of Article III(1) of the beforementioned Declaration, which is duly recorded in the public records of Pinellas County, Florida, at O. R. Book 4470, pages 842 through 854, inclusive, the last sentence of Article III(1) said **Declaration of Restrictions and Affirmative Covenants, HIGHLAND LAKES,** is hereby amended to read as follows:

> "...These Restrictions may be amended by not less than sixty six and two-third's percent (66 2/3%) of the votes cast either in person or by proxy of the owners of the Encumbered Properties as calculated pursuant to Section 3 of Article I."

This Amendment was approved at a meeting of the members of Highland Lakes Recreation and Homeowners Association, Inc. by the affirmative vote of more than seventy-five percent (75%) of the total voting interests of the membership.

WITNESSES:

Joy A. Blaha

Jo Avery

HIGHLAND LAKES RECREATION AND HOMEOWNERS ASSOCIATION, INC.

By: [signature] President

Attest: James P. Ganster Secretary

(CORPORATE SEAL)

RETURN TO:
ROBERT A. NAPIER
HIGHLAND LAKES RECREATION
AND HOMEOWNERS ASSN.
3300 MACGREGOR DR.
PALM HARBOR, FL 33563

Kathleen F. DeBlaker
CLERK OF THE CIRCUIT COURT
PINELLAS COUNTY, FLORIDA
DEC 5 3 25 PM '86

15 15846461 40 1. 05DC86
40 9.00
TOTAL 9.00 CASH

3

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of GREENVIEW RECREATION ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on September 29, 1989, as shown by the records of this office.

The document number of this corporation is N34466.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 4th day of October, 1989.



Jim Smith
Secretary of State

CR2E022 (8-89)

ARTICLES OF INCORPORATION

OF

GREENVIEW RECREATION ASSOCIATION, INC.

FILED
SEP 29 10 04 AM '83

The undersigned by these Articles of Incorporation associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes and certify as follows:

ARTICLE I

Name

The name of the corporation shall be GREENVIEW RECREATION ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association."

ARTICLE II

Purpose

2.1 The purpose for which the Association is organized is to provide a legal entity for the operation and maintenance (including the repair and replacement to the improvements located thereon and the personalty contained therein) of that certain improved recreational area (hereinafter referred to as "recreation area" or "recreational area") located upon those certain lands in Pinellas County, Florida, legally described on Exhibit "A" attached hereto and made a part hereof, which presently constitutes a portion of the common elements of Green View Condominium, Phase I (hereinafter Green View Condominium or Greenview Condominium or Greenview Condominium I) according to the Declaration of Condominium thereof recorded in O.R. Book 5062, Page 1502 of the Public Records of Pinellas County, Florida, subject nevertheless to easements for use in common by certain unit owners of residential condominium units and homes within the Greenview subdivision (hereinafter referred to as "Greenview"), the perimeter legal description of which is attached hereto as Exhibit "B".

2.2 The Association shall make no distribution of income to its members, directors or officers.

ARTICLE III

Power

The powers of the Association shall include and be governed by the following provisions:

3.1 The Association shall have all of the common-law and statutory powers of a corporation not in conflict with the terms of these Articles.

3.2 The Association shall have all of the powers and duties reasonably necessary to operate and maintain the recreational area including but not limited to the following:

a. To make and collect assessments against its members and all Condominium and Homeowner's Associations and members of all Condominium and Homeowner's Associations whose members are entitled to use the recreational area to defray the costs and expenses of operation and maintenance of the recreational area.

b. To use the proceeds of assessments in the exercise of the powers and duties as set forth herein.

c. The maintenance, repair, replacement, management and operation of the recreational area.

d. The purchase of insurance upon the recreational area property and insurance for the protection of the Association and its members.

e. The reconstruction of improvements after casualty and the further improvement of the property, subject to Chapter 718 of the Florida Statutes.

f. The promulgation of reasonable rules and regulations respecting the use of the recreational area provided, however, that all such regulations and their Amendments shall be approved by not less than a majority of the votes of the Directors of the Association before such shall become effective.

6

g. To enforce by legal means the provisions of these Articles, the By-Laws of the Association and the regulations for the use of the recreational area.

h. To contract for the management of the recreational area and to delegate to such manager all such powers and duties of the Association that are necessary in the opinion of the directors of the Association for the manager to effectively manage same.

i. To employ personnel to perform the services required for proper operation and maintenance of the recreational area.

j. To enter into agreements with the Condominium Associations, Homeowner's Associations, or any other legal entity or individual for the maintenance, replacement or repair of properties of the recreational area.

3.3 All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of these Articles of Incorporation and the By-Laws.

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of these Articles of Incorporation and the By-Laws.

ARTICLE IV

Members

4.1 The Class A members of the Association shall be the Green View Condominium Association, Inc. and its members. Only Class A members may vote at any meeting of the members. Only Class A members may serve as directors of the Association.

4.2 The Class B members of the Association shall be all non-Class A members and shall include all Condominium and Homeowner's Associations whose members are entitled to use the recreational area and all record-title owners within the Condominium and Homeowner's Associations that are entitled to use the recreational area. Currently, Class B members shall include

7

Greenview Villas Condominium I Association, Inc., Golf View Villas Homeowner's Association, Inc., Two Golf View Villas Homeowner's Association, Inc., and Three Golf View Villas Homeowner's Association, Inc. and the owners within these associations, together with such additional Condominium and Homeowner's Associations and the owners therein as shall be formed to operate condominiums and subdivisions created in Greenview, all of said associations being Florida corporations not for profit.

4.3 Change of membership in the Association shall be established by recording in the Public Records of Pinellas County, Florida, a deed or other instrument establishing a record title to a condominium or lot within the Greenview development. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated. Multiple owners of a single unit shall have but one vote per unit.

4.4 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except with written consent and approval by all other members. Only Class A members have shares in the funds and assets of the Association.

4.5 Class A members and Class B members shall be entitled to attend all meetings of the Board of Directors and all meetings of the members. Class A members or Class B members may serve on committees and be heard at meetings of the Board of Directors at the sole discretion of the Board of Directors. Either Class A members or Class B members may be heard at meetings of the membership. Class B members shall not have a right to vote at any meeting.

4.6 Membership is non-transferable except as an appurtenance to a unit.

8

ARTICLE V

Directors

5.1 The affairs of the Association will be managed by a board consisting of the same directors as elected to serve on the Board of Directors for Green View Condominium Association, Inc. All directors shall be members of the Green View Condominium Association, Inc.

5.2 Directors of the Association shall be elected by a majority vote of the Class A members at the annual meeting of members of the Green View Condominium Association, Inc.

5.3 A majority vote shall be required in connection with the transaction of any business by the Directors except as otherwise provided herein. Fifty (50%) percent of the total vote plus one shall constitute a majority vote for the purpose of approving any matters to be voted on by the Directors as aforesaid.

5.4 The presence in person by Directors having a majority vote as defined in Section 5.3 of this Article shall constitute a quorum.

5.5 All vacancies on the Board of Directors shall be filled by vote of the remaining directors.

5.6 The names and addresses of the initial Board of Directors who shall hold office until December 31, 1989 as provided herein are as follows:

Names	Addresses
Clare Good	1001 Tartan Drive, #307
Robert DeVine	1001 Tartan Drive, #202
Ben Gellis	1001 Tartan Drive, #101
Margaret McGeary	1001 Tartan Drive, #104
Raymond Maloy	1001 Tartan Drive, #309

5.7 Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

5.8 The Board of Directors shall have the power to adopt the budget of the Association and to impose and collect assessments against the members.

9

ARTICLE VI

Officers

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors annually and shall serve at the pleasure of the Board of Directors.

The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President	Clare Good
Vice President	Robert DeVine
Second Vice President	Raymond Maloy
Secretary	Margaret McGeary
Treasurer	Ben Gellis

ARTICLE VII

Indemnification

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or settlement of any proceeding to which he may be a part or in which he may become involved by reason of his being or having been a director of officers of the Association, whether or not he is a director or officer at such time expenses are incurred, except when the director of officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties provided, that in the event of a settlement, the indemnification shall apply only when the Board of Directors approved such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII

By-Laws

The initial By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE IX

Amendments

Amendment to the Articles of Incorporation shall be proposed and adopted in the following manner:

9.1 The Directors shall have the sole right to propose Amendments to these Articles.

9.2 Notice of the subject matter of a proposed Amendment shall be included in the notice of any meeting at which a proposed Amendment is to be considered.

9.3 Amendments shall only be made upon the affirmative vote of not less than seventy-five (75%) percent of the total votes of Class A members in attendance at a meeting of the membership.

9.4 No Amendment shall make any changes to the qualifications for membership or the voting rights of the members without approval in writing by all members and the joinder of all record owners of mortgages upon the Class A member's property within the Green View Condominium.

9.5 A copy of each Amendment shall be recorded in the Public Records of Pinellas County, Florida.

ARTICLE X

Subscribers

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

Names	Addresses
Steven H. Mezer, Esquire	1212 Court Street, Suite B Clearwater, Florida 34616

ARTICLE XI

Association Address

The initial office of the Association shall be at c/o Sterling Management of Tampa Bay, Inc. 2187 Logan, Clearwater, Florida.

ARTICLE XII

Registered Office - Registered Agent

The initial registered office of the Association is at c/o Sterling Management of Tampa Bay, Inc., 2187 Logan, Clearwater, Florida. The registered agent is William Biehl, a resident of the State of Florida whose business office is identical with that of the registered office.

Agency Accepted

By: William Biehl
WILLIAM BIEHL

ARTICLE XIII

Term

The term for which this corporation shall exist is perpetual.

ARTICLE XIV

Assessments

Money or funds for the payment of the cost of owning, managing, operating and maintaining and improving the recreational area shall be assessed against the members as follows: Greenview Condominium I shall be assessed and/or pay 1/12th of said total cost. The remaining 11/12ths of the total cost shall be assessed to and paid by the Class B members in the fractional portion, the numerator of which would be the number of units in each member's Condominium or Homeowner's Association and the denominator of which would be the total number of units in Greenview when completed less the 30 units in Green View Condominium. For example: should Green View have a total of 163 units, Greenview Villas Condominium I consisting of 22 units would pay 22/133rds. Assessments shall be the personal responsibility and obligation of the individual members and the respective member associations, jointly and severally.

IN WITNESS WHEREOF, the subscriber has affixed his signature this 27 day of September, 1989.

STATE OF FLORIDA)
:ss
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared Steven H. Mezer, who after being first duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of September, 1989.

Nancy A. Marchetta
Notary Public - State of Florida

My commission expires:

NOTARY PUBLIC; STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 25, 1993
BONDED THRU HUCKLEBERRY & ASSOCIATES

PINELLAS COUNTY FLA.
INST # 90-314119

*** OFFICIAL RECORDS ***
BOOK 7432 PAGE 2029

CERTIFICATE OF AMENDMENT

OF

GREEN VIEW CONDOMINIUM

We, Clare Good, as President, and Robert DeVine, as Secretary pro tempore of GREEN VIEW CONDOMINIUM ASSOCIATION, INC., do hereby certify that by the affirmative vote of 75% of the unit owners present and voting, at the meeting of GREEN VIEW CONDOMINIUM ASSOCIATION, INC., on MARCH 10 1990, held in accordance with the By-Laws of this Association, the following amendment was duly enacted:

Article XVI of the Declaration for The Creation and Establishment of Green View Condominium is amended to read:

Limited Common Elements

Limited Common Elements mean and include those common elements which are reserved for the use of a certain unit or units to the exclusion of other units. The numbered parking spaces shown on Sheets 6 through 8 inclusive, are hereby declared to be Limited Common Elements and reserved for use of unit owners having the correspondingly numbered unit.

The patios and balconies shown on Sheet 9 of Exhibit "A" are hereby declared to be Limited Common Elements and are reserved for the use of unit owners having direct access thereto.

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The owner of each condominium unit, at his own expense, shall be responsible for the maintenance of any painting, floor coverings, vinyl, fans, screens or glass enclosures of screened or otherwise enclosed balcony, terrace or porch which is part of his unit or a Limited Common Element of his unit. The foregoing maintenance and repair obligation notwithstanding, the condominium association, in the exercise of its discretion, may require established levels of maintenance and upkeep of the various residence owners with respect to their Limited Common Elements and may reasonably regulate and control and make rules relating to the appearance, painting and decorating and utilization of the Limited Common Elements.

(CORPORATE SEAL)

GREEN VIEW CONDOMINIUM ASSOCIATION, INC.

By: Clare Good
Clare Good, President

PREPARED BY & RETURN TO:
STEVEN H. MEZER, P.A.
1212 COURT ST., SUITE B
CLEARWATER, FL 34616

CONDOMINIUM PLATS PERTAINING HERETO ARE RECORDED IN CONDOMINIUM PLAT BOOK 44, PAGES 1 THROUGH 9

KARLEEN F. DEBLAKER, CLERK
NOV 26, 1990 9:29AM

ADOPTED AMENDMENTS TO THE DECLARATION OF RESTRICTIONS AND AFFIRMATIVE COVENANTS OF HIGHLAND LAKES

1. It is proposed to add the following language as Article II, Section 6. No current language is being affected.:

   Section 6. Fences and Walls and Hedges. No owner of an encumbered property may erect or install a fence or wall or hedge without the prior written approval of the Association. The Board Association shall have authority to appoint a committee for purposes of insuring proper implementation of this provision to insure architectural integrity and pleasing aesthetics throughout the property subject to the Declaration. In the case of fences and walls which have been authorized prior to the date of this provision, minor repairs are permitted. Replacement is prohibited without prior written approval of the Association.

2. It is proposed to add the following language as Article II, Section 7.

   Section 7. Exterior Painting. Where a change in pigmentation is involved in the exterior painting of any structure upon the encumbered property, prior written approval must be obtained from the Association.

3. It is proposed to add the following language as Article II, Section 8.

   Section 8. Architectural Control. Prior to the commencement of any alterations or additions by an owner of any encumbered property, all building plans and specifications, including plot plans, grading plans, material lists, exterior elevations for such alterations and additions to encumbered properties shall be approved in advance, in writing, by the Association.

   The Association shall have the right to appoint an Architectural Review Committee for consideration and approval or disapproval of such plans based upon the following criteria.

   (i) Compliance thereof with the restrictions applicable to the Encumbered Property and all applicable laws;

   (ii) Harmony of external design, location and finished grade elevations with existing structures and topography;

   (iii) Quality of workmanship and materials; and

   (iv) Aesthetic considerations

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TOTAL: $10.50
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Highland Lakes

May 19, 1986

Dear Highland Lakes' Resident:

Attached you will find a recorded copy of the Amendment to the Declaration of Restrictions and Affirmative Covenants of Highland Lakes that was voted on and adopted at the April 9, 1986 Special Meeting.

As I am sure you are aware, this Amendment was adopted to resolve any question as to the authority of the Association to charge and collect a fee for the privilege of operating a riding golf cart on the golf courses located in Highland Lakes. Please make this Amendment a part of your Highland Lakes Recreation and Homeowners Association documents.

In an effort to keep you informed, you should also know that on May 16, 1986 the Highland Lakes Recreation and Homeowners Association Board of Directors met and adopted several resolutions regarding the implementation of golf cart fees. To avoid any question about the enforceability of the golf cart fee passed prior to the Amendment, the Board cancelled the prior golf cart fee for 1986 and established a new golf cart fee of $200 for the period from June 1, 1986 through December 31, 1986. For individuals that have paid a full year's fee prior to June 1, 1986, the amount paid will be applied toward the new fee established for the June 1, 1986 through December 31, 1986 period unless a refund is requested. All 1986 permits that have been issued through May 31, 1986 will still be valid for the period paid for. Any present residents currently paying a quarterly golf cart fee and any new residents closing on or after June 1, 1986 will be allowed to pay the quarterly fee of $75 per calendar quarter or part thereof.

Finally, after serious deliberation, the Board of Directors has decided, as a gesture of good will, not to impose any penalties on cart owners for non-payment violations that occurred prior to June 1, 1986. Additionally, the Board has chosen to discontinue the use of the guard on the golf course and has delegated to the Highland Lakes Golf Committee the responsibility for establishing, amending and enforcing rules and regulations related to golf carts and the penalties for violations of such rules, as well as non-payment of the golf cart fee.

This waiver of penalties for use of golf carts prior to June 1, 1986 without paying the fee and the decision to discontinue the guard are intended to be conciliatory measures that hopefully will aid in re-establishing harmony in Highland Lakes.

Edward K. Bakos

Edward Bakos, Director/President
Highland Lakes Recreation & Homeowners Assoc, Inc.

James P. Ganster

James Ganster, Director/Secretary-Treasurer
Highland Lakes Recreation & Homeowners Assoc., Inc

Robert F. Fertig

Robert F. Fertig, Director
Highland Lakes Recreation & Homeowners Assoc., Inc

16

Recreation & Homeowners Association, INC.
3300 McGREGOR, PALM HARBOR, FLORIDA 33563, PHONE (813) 784-1402

17

Kathleen T. [illegible]

86074483

O.R. 6203 PAGE 411

APR 9 5 47 PM '86

AMENDMENT TO

DECLARATION OF RESTRICTIONS AND AFFIRMATIVE COVENANTS

OF HIGHLAND LAKES

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THIS AMENDMENT of the Declaration of Restrictions and Affirmative Covenants, HIGHLAND LAKES, made this 9 day of APRIL, 1986, pursuant to the provisions of Article III(1) of the beforementioned Declaration, which is duly recorded in the public records of Pinellas County, Florida, at O. R. Book 4470, pages 842 through 854, inclusive,

WHEREAS, the undersigned Association on January 1, 1983 established an annual fee payable to the Association for the privilege of operating a riding golf cart on the golf courses located in the Highland Lakes Development, and

WHEREAS, the beforementioned annual fee has been in effect and collected for the years 1983, 1984, 1985 and 1986, and

WHEREAS, in January 1986, certain individuals instituted litigation against the Association challenging the authority of the Association to charge and collect the beforementioned fee, and

WHEREAS, this Amendment is adopted to resolve now and forever any question as to the authority of the Association to charge and collect a fee for the privilege of operating a riding golf cart on the golf courses located in the Highland Lakes Development,

NOW, THEREFORE, the beforementioned Declaration of Restrictions and Affirmative Covenants, HIGHLAND LAKES, is hereby amended to add the following as Article [illegible] Section 10(c):

"Notwithstanding anything contained in this Declaration to the contrary, the Association shall have the authority to make, charge and collect fees and charges from individuals in consideration for allowing those individuals to operate their riding golf carts on the golf courses located in the Highland Lakes Development. The operation of riding golf carts shall at all times be subject to reasonable rules and regulations and fees established from time to time by the Board of Directors of the Association."

11 CHG 394
BCT
40 Pgs 13.00
43 Pgs
Total 13.00

17

O.R. 6203 PAGE 412

This Amendment was approved at a special meeting of the members of Highland Lakes Recreation and Homeowners Association, Inc. by the affirmative vote of more than seventy-five percent (75%) of the total voting interests of the membership.

WITNESSES:

Patricia G. James

Betty L. Donner

HIGHLAND LAKES RECREATION AND HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation,

By: Edward K. Bakos
President

Attest: James P. Ganster
Secretary

STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgments, personally appeared EDWARD K. BAKOS and JAMES P. GANSTER, as President and Secretary, respectively, of HIGHLAND LAKES RECREATION AND HOMEOWNERS ASSOCIATION, INC., to me well known, and they acknowledged before me that they executed, sealed and delivered the foregoing Amendment for the uses and purposes therein expressed, as such officers, by authority and on behalf of said corporation, as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the State and County last aforesaid, this 9 day of APRIL, 1986.

Robert A. Napier
Notary Public

My Commission Expires:
Notary Public, State of Florida at Large
My commission expires August 19, 1989
BONDED thru LAWYERS SURETY

Highland Lakes

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PINELLAS

THE undersigned, being first duly sworn, hereby deposes and says:

1. That he is Secretary of HIGHLAND LAKES RECREATION AND HOMEOWNERS ASSOCIATION, INC.

2. That a special Meeting of the members of the before-mentioned Corporation was held on April 9, 1986, and a quorum of members were present in person or by proxy. That the membership voted on the amendment to which this affidavit is attached. That there are a total of 4,998 votes in the entire Corporation. That a total of 4,559 votes were cast. That 4,130 votes were cast in favor of the amendment. That 416 votes were cast against the amendment. And that 13 votes were disqualified because improperly completed or other technical reasons.

3. 82.8% of the total votes of the membership voted in favor of the amendment.

James P. Ganster
JAMES P. GANSTER

Sworn to, and subscribed before me this 9th day of April, 1986.

Robert A. Wagner
NOTARY PUBLIC
Notary Public, State of Florida at Large
My commission expires August 19, 1989
BONDED thru LAWYERS SURETY

18

ATTEST:

Robert DeVine

Robert DeVine, Secretary pro tempore

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this 20th day of September 1990, before me personally appeared Clare Good and Robert DeVine, President and Secretary pro tempore, respectively, of GREEN VIEW CONDOMINIUM ASSOCIATION, INC., under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Certificate of Amendment of the Declaration of Condominium for Green View, a Condominium, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Palm Harbor Pinellas County, State of Florida, the day and year last aforesaid.

Denise D. Kramer
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APRIL 14, 1991

CODING: The full text to be amended is stated: New words to be inserted are underlined, ~~words to be deleted are lined through with hyphens.~~

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AMENDMENT TO DECLARATION
OF CONDOMINIUMS
GREENVIEW CONDOMINIUM

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THE UNDERSIGNED, Greenview Condominium Association, Inc., hereby certifies as follows:

1. The Declaration of Condominiums for Greenview Condominium is recorded in OR 5062, at 1506 through 1572 of the public records of Pinellas County, State of Florida.

2. Article XVIII, Section two (2), leasing is Amended as follows:
"Section 2 - Leasing. No unit shall be leased or rented by the respective unit owner thereof for transit or hotel purposes which are defined as (a) rentals for less than ninety (90) days, or (b) rentals where the occupants of the unit are to be provided services, such as room service, furnished laundry and linens, and bell boy services. In addition, no unit may be leased more than twice (2) during any consecutive twelve (12) month period. Other than the foregoing, the owner or owners of the respective unit shall have the right to lease same provided that all acts of Lessee are the responsibility of the Lessor, all such restrict subletting of unit, and are made subject to this Declaration and the Condominium Act, and that a Greenview Condominium Association application for the lease, with a copy of the lease attached thereto, is submitted to the Directors of the Association for approval seven (7) working days prior to starting date of lease."

3. This Amendment to Section 2, at a meeting of unit owners was approved March 5, 1983.

IN WITNESS WHEREOF, This amendment is recorded this _____

day of _____, 1985.

GREENVIEW CONDOMINIUM ASSOCIATION, INC.

By: Mike Milliken
Mike Milliken - President

Subscribed and sworn to before me this 2 day of May,
1985.

Lisa M Alla
(Notary Public)

Pinellas County, Florida
(County) (State)

Notary Public, State of Florida at Large.
My Commission Expires My Commission Expires March 28, 1988.

Return to:

Greenview Condominium Association, Inc.
4131 Gunn Highway
Tampa, Florida 33624

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMIUNIUM PLAT BOOK 14 PAGES 1-9

MAY 14 2 21 PM '85

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40 Rec 5.00
41 DS
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Tot 5.00

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CERTIFICATE OF ADENDUM
TO DECLARATION OF CONDOMINIUM
FOR:

GREENVIEW CONDOMINIUM ASSOCIATION, INC.

ADDING:

FLORIDA STATUTE #718.112-3 (i) to permit charging a fee for the leasing or sale of any unit - the fee may not exceed the amount set by Florida law. The vote passed 19 for and 1 against. The fee will remain at $30.00

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 44 PAGES 1 THRU 9 INCL.

Greenview Condominium Association, Inc.

1988 Gulf to Bay Boulevard
Clearwater, Florida 33575

April 16, 1983

Owners
Greenview Condominium Asso., Inc.

As adopted by the owners at a Special Meeting, March 5, 1983, the revision to the By Laws are attached. Please paste or attach this revision to your current documents, Article XVIII, Section 2, Page 26.

The owners also directed the Board of Directors to adopt the Procedure of Lease and Application for Lease Approval as recommended by the Lease Study Committee. This information is also attached.

For the Board of Directors

Frank Manning, President
Greenview Condominium Asso., Inc.

Attachments

2a

ARTICLE XVIII, Transfer of Condominium Parcels, is amended by the substitution of the following Section 2 in its entirety:

"Section 2 - LEASING. No unit shall be leased or rented by the respective unit owner thereof for transit or hotel purposes which are defined as (a) rentals for less than ninety (90) days, or (b) rentals where the occupants of the unit are to be provided services, such as room service, furnished laundry and linens, and bell boy services. In addition, no unit may be leased more than twice during any consecutive twelve (12) month period. Other than the foregoing, the owner or owners of the respective unit shall have the right to lease same, provided that all acts of Lessee are the responsibility of the Lessor, all such leases restrict subletting of unit, and are made subject to this Declaration and The Condominium Act, and that a Green View Condominium Association application for the lease, with a copy of the lease attached thereto, is submitted to the Directors of the Association for approval seven (7) working days prior to starting date of lease."

PROSPECTUS

FOR

GREEN VIEW CONDOMINIUM

(A Residential Condominium)

Offered by

U. S. HOME CORPORATION
Developer

THIS PROSPECTUS CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.

THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS AND SALES MATERIALS.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

SUMMARY

STATEMENTS REQUIRED TO BE IN CONSPICUOUS TYPE IN THE PROSPECTUS

1. THIS CONDOMINIUM IS CREATED AND BEING SOLD AS FEE SIMPLE INTERESTS. (See Paragraph 2 on page 2 of the Prospectus.)

2. UNIT OWNERS WILL BE REQUIRED TO PAY THEIR SHARE OF THE COSTS AND EXPENSES OF MAINTENANCE, MANAGEMENT, UPKEEP AND REPLACEMENT, CALLED FOR UNDER THE INSTRUMENTS PROVIDING THE RECREATIONAL FACILITIES AS A MANDATORY CONDITION OF UNIT OWNERSHIP. (See Article XXIII of the Declaration.)

3. THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP OR REPAIR OF THE RECREATIONAL OR COMMONLY USED FACILITIES. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN. (See Article XII of the Declaration.)

4. RECREATION FACILITIES MAY NOT BE EXPANDED OR ADDED WITHOUT CONSENT OF UNIT OWNERS OR THE ASSOCIATION. (See Article 6, page 6 of the Prospectus.)

5. THERE IS A CONTRACT FOR THE MANAGEMENT OF CONDOMINIUM PROPERTY WITH SOUTHWEST MANAGEMENT CO., A FLORIDA CORPORATION. (The Management Contract is generally described in paragraph 8 of the Prospectus and is attached to the Declaration as Exhibit "D".)

6. DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE CONDOMINIUM ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. (The provisions for Transfer of Control appear in Section 5.3, Article V, page 5 of the Articles of Incorporation, said Articles of Incorporation attached to the Declaration as Exhibit "B", and Section 24 of the By-Laws, said By-Laws attached to the Declaration as Exhibit "C".)

7. THE SALE, LEASE OR TRANSFER OF YOUR UNIT IS RESTRICTED OR CONTROLLED.

8. THE STATEMENTS SET FORTH ABOVE ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES AS WELL AS THE ENTIRE SET OF DISCLOSURE MATERIALS AND HIS CONTRACT OR PURCHASE AGREEMENT. ALL DISCLOSURE MATERIALS, CONTRACT DOCUMENTS AND BROCHURE MATERIALS ARE IMPORTANT LEGAL DOCUMENTS AND IF NOT UNDERSTOOD, PROSPECTIVE PURCHASER SHOULD SEEK LEGAL ADVICE.

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CROUCH & MINER, P.A., ATTORNEYS AT LAW, HALLANDALE, FLORIDA

PROSPECTUS

FOR

GREEN VIEW CONDOMINIUM

(A Residential Condominium)

Offered by

U. S. HOME CORPORATION

Developer

1. Description of Condominium

a Name

Green View Condominium

Location and Address

Green View Condominium is located on Tartan Drive which intersects with Highlands Boulevard, at County Road #90 (Lake Saint George Drive) in the residential community known as Highland Lake, situate in North Pinellas County, Florida. The addresses of the twelve buildings that may be constructed in the condominium are 1001, 1055, 900, 1000, 1101, 1121, 1100, 1130, 1131, 1151, 1201 and 1150 Tartan Drive, respectively.

b Description of Condominium Property

i. Green View Condominium is a phase condominium, the condominium property of which may consist of twelve identical buildings, each of which constitutes a phase, all as shown on Sheets 6 through 8 inclusive of Exhibit "A" of the Declaration of Green View Condominium, being Exhibit "A" hereof. The building numbers, to-wit: 1 through 12 inclusive correspond to the phase numbers, to-wit: I through XII inclusive. Each building contains 30 units; 8 1-bedroom 1-bath units, 4 1-bedroom 1-1/2 bath units and 18 2-bedroom 2-bath units. Each building consists of three floors and the corresponding units in each building, for purposes of identification, are numbered 101 through 110, 201 through 210 and 301 through 310, all as shown on Sheet 9 of Exhibit "A" hereto.

ii. The condominium will initially consist of Phase I consisting of 30 units contained in Building 1. The eleven additional phases consisting of Buildings 2 through 12 inclusive may be added in numerical sequence as provided for herein.

CROUCH & MINER, P.A., ATTORNEYS AT LAW, HALLANDALE, FLORIDA

iii. A copy of the plot plan and survey of the condominium is attached to the Declaration of Condominium as Exhibit "A". Sheet 1 of Exhibit "A" contains the legal description of all land that may become part of the condominium under the heading GREEN VIEW - OVERALL BOUNDARY. The legal descriptions for Phases I through XII are contained on Sheets 1 and 2 of Exhibit "A" to the Declaration under the headings GREEN VIEW - PHASE I through GREEN VIEW - PHASE XII inclusive. Additionally Exhibit "A" shows the location, identification and type of each unit in each phase.

iv. Estimated Latest Date of Completion

Phase I - on or before October 1, 1980
Phase II - on or before October 1, 1981
Phase III - on or before October 1, 1982
Phase IV - on or before October 1, 1983
Phase V - on or before October 1, 1984
Phase VI - on or before October 1, 1985
Phase VII- on or before October 1, 1986
Phase VIII- on or before October 1, 1987
Phase IX - on or before October 1, 1988
Phase X - on or before October 1, 1989
Phase XI - on or before October 1, 1990
Phase XII- on or before October 1, 1991

c Maximum Number of Units that will use Facilities in Common with the Subject Condominium

A maximum number of 360 units will use the condominium recreational area and common facilities in common with the condominium, which figure includes units in subject condominium.

An undetermined number of other residential units will use the Highland Lakes recreation properties in the development in common with the condominium. "Highland Lakes recreation properties" and "residential units" are as defined in the "restrictions" attached hereto as Exhibit "H".

2. THIS CONDOMINIUM IS CREATED AND BEING SOLD AS FEE SIMPLE INTERESTS.

3. That portion of the recreational and other commonly used facilities identified herein as the condominium recreational area, will be used only by the unit owners of the condominium, or in the event all phases are not added, will be used in common with other condominiums or developments located in the phases not added to the condominium.

That portion of the recreational and other commonly used facilities identified herein as "Highland Lakes recreation properties" shall be used by the unit owners in common with other condominiums and developments in the larger development known as Highland Lakes, herein the "development."

In connection with the Development, Developer has recorded in the Public Records of Pinellas County, Florida, a Declaration of Restrictions and Affirmative Covenants of Highland Lakes (herein the "Restrictions). Articles of Incorporation of Highland Lakes Recreation and Homeowners Association, Inc., a non-profit Florida corporation (herein "Homeowners Association") were filed on October 8, 1976 with the Secretary of the State of Florida (Charter No. 737003). By-Laws of the Homeowners Association

have been duly adopted by the Board of Directors of the Association. Unit owners, by the acceptance of their deed to their respective units, become members of the "homeowners association" and agree to abide by the rules and regulations of said association, and to pay the assessments, dues or charges assessed and levied by the Board of Directors thereof. The initial charge was $10.00 per month until 30 days after completion of the adult community center described in paragraph 4.a. hereof, at which time the monthly charge became $15.00 for an additional period of 2 years from January 1, 1979. Thereafter the monthly charge for each unit shall be determined by dividing the total budgeted cost by the number of encumbered properties (as defined in the restrictions). Unit owners have a right of use in common with other members of the homeowners association of certain recreation properties as described in the restrictions (herein "Highland Lakes Recreation Properties") (see Exhibits "H", "I" and "J" of this Prospectus and Article XXIII of the Declaration.)

4. The Description of the Recreational and Other Facilities that will be Used in Common with Other Condominiums and Developments.

a. i. The location of the condominium recreational area is shown on Sheet 8 of Exhibit "A" to the Declaration. The recreational area is included in the common elements of Phase I. The recreational area will be improved by the construction thereon of an unheated swimming pool, 6,500 square foot concrete pool deck, recreation building containing mens and womens bathrooms, showers, dressing area, storage room, vending area, sun deck and outside showers and eleven improved parking spaces. Also see Sheet 1 of Exhibit "B" to the Prospectus.

ii. The Highland Lakes Recreation Properties that will be used in common by owners of residential units in the development are defined in Article I, paragraph 4 of the Restrictions and will consist of or may consist of, as the case may be:

An existing recreational facility (herein "Highland Lakes recreational facility") located on real property described in Exhibit "B" to the Restrictions and improved by a 2,400 square foot one-story building, a 30 foot by 50 foot unheated swimming pool, three shuffleboard courts and parking for approximately 45 cars.

An adult community which includes a clubhouse with at least 11,000 square feet containing an auditorium, card room, billiard room, sewing room, workshops and other amenities, a swimming pool of at least 2,000 square feet and two tennis courts and three shuffleboard courts, and located on not less than five acres of land.

Such additional recreational facilities in the Development as Developer in its sole discretion shall elect to provide if any, and which may include additional recreation centers, open space area for park-like purposes such as walking, bicycling, hiking and picnic areas and active recreation areas.

b. i. No additional condominium recreational areas and facilities are committed to be built.

ii. Developer committed itself to commence the construction of the adult community center prior to December 31, 1978 (see Article 1, paragraph 4(b) of the Restrictions) and committed the sum of $50,000 to purchase personal property for the adult community center when completed. The center was completed and furnished January 1, 1979.

c. i. It is estimated that the condominium recreational area and other facilities will be completed on or before October 1, 1980.

ii. The Highland Lakes Recreational Facility and the Adult Community Center are completed and furnished and available for use.

Developer has reserved the right in the restrictions to add additional recreational facilities in the development, as Developer in its sole discretion shall elect to provide, if any.

d. i. Condominium Recreational Area
The description of each room, its intended purpose, location, minimum floor area and approximate capacity, and description of the swimming pool showing its approximate size and depth, deck size and capacity is as shown on Sheet 1 of Exhibit B attached hereto and made a part hereof.

ii. Highland Lakes Recreational Facility
Description of each room, its intended purpose, location, minimum floor area and approximate capacity, description of the open unheated swimming pool showing its location, approximate size and depth, deck size and capacity, is as shown and contained on Sheets 2 through 4 inclusive of Exhibit B.

e. i. Condominium Recreational Area and Common Facilities
There are no contingencies, the happening of which shall give rise to any additional commitment to build additional facilities.

ii. Highland Lakes Recreation Properties
There are no contingencies, the happening of which shall give rise to any additional commitment to build additional facilities.

f. i. Condominium Recreational Area and Common Facilities.
Developer represents that it will spend a minimum amount of $1,000 to purchase the personal property for the condominium recreational area.

ii. Highland Lakes Recreation Properties
A general description of the items of personal property and the approximate number of each item of personal property that the Developer is committing to furnish for each room or other facility in the Highland Lakes recreational facility is listed on Exhibit "C" attached to this Prospectus. Developer has expended the sum of $50,000 to purchase the personal property located in the adult community center.

g. i. Condominium Recreational Area and Common Facilities
The condominium recreational area is part of the common elements of the condominium. If one or more of the additional phases are not added, the use by the unit owners shall be in common with units and/or apartment owners of apartments in other condominiums or projects created or to be created in the undeveloped phases. The costs of managing, maintaining and operating the recreation area and facilities shall be that of the Association if all phases are added, or by the Association and other legal entities in the respective fractions arrived at by dividing the number of units in the Association or each such entity into the total number of units in the project, to-wit: 360, if one or more phases are not added. (See Article XXIII of the Declaration.)

ii. Highland Lakes Recreation Properties
Unit owners shall have the right to use and enjoy the Highland Lakes recreation properties by virtue of easement rights, granted by Developer in Article I, paragraphs 5 and 6 of the restrictions, until such time as developer no longer exercises a voting control over the homeowners association, and conveys the Highland Lakes recreation property to the homeowners association; after which time unit owners right of use shall be by virtue of being a member of the homeowners association.

h. i. Condominium Recreational Area and Common Facilities (Basis of Use)
Unit owners have a right of use of the condominium recreational area and common facilities by virtue of same having been included in Phase I of the condominium, thereby constituting a common element of the condominium. The portion of the common facilities consisting of subdivision-type improvements, etc., as defined herein, located in the condominium, will constitute part of the common elements and to the extent phases are not added, unit owners shall have the right of use by virtue of easements reserved therefor.

ii. Highland Lakes Recreation Properties
The Highland Lakes recreation properties will initially be owned by the Developer but will be conveyed to the homeowners association upon Developer no longer exercising voting control over the association as provided in Section 3, Article I of the restrictions. Unit owners have a right to use said recreation properties initially by grant of easement by the Developer and after conveyance, by virtue of their membership in the homeowners association.

5. THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP, OR REPAIR OF THE RECREATIONAL OR COMMONLY USED FACILITIES. THE UNIT OWNERS FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN. (See Article 1, paragraph 13 of the Restrictions, Exhibit "A").

6. THE CONDOMINIUM RECREATIONAL AREA AND FACILITIES MAY NOT BE EXPANDED OR ADDED TO WITHOUT CONSENT OF UNIT OWNERS OR THE CONDOMINIUM ASSOCIATION.

RECREATIONAL FACILITIES (HIGHLAND LAKES RECREATION PROPERTIES) MAY BE EXPANDED OR ADDED TO WITHOUT CONSENT OF UNIT OWNERS OR THE CONDO MINIUM ASSOCIATION. (See Article I paragraph 4 of the Restrictions.)

7. Developer's Plan

Developer's plan does not include a program of leasing units rather than selling them or leasing units and selling them subject to such leases. The units in the condominium are being offered and sold in fee simple.

8. Management and Service Contracts

Developer has arranged for the management of the Association and maintenance and operation of the condominium property by the execution of a contract between the Association and Southwest Management, Inc., a Florida corporation, for such purposes. A description of the contract follows:

a Names of Parties

Southwest Management, Inc., a Florida corporation and Green View Condominium Association, Inc., a Florida corporation not for profit.

b Term of Contract

The term shall commence on the first day of the month immediately following the recording of the Declaration of Condominium and shall continue for a period of three years or one year after the date on which the last phase of the condominium is added, whichever shall be the latter date.

c Nature of Services Included

Preparation and submission of annual operating budget; collect from the members of the respective apartment units the monthly maintenance assessments; collect from the members of the respective apartment units the charges owed to the recreation association pursuant to the covenants and restrictions, and remit same to said association; the maintaining and depositing of said sums of money in special and other accounts; the paying of the obligations of the Association as provided for in the operating budget from such assessments; preparation and maining of all necessary corporation forms required by the State of Florida governmental authorities; and for the furnishing, supplying, rendering and/or contracting for certain services for and on behalf of the Association, such as but not limited to building accounting services; and including the maintaining, servicing, repairing, and replacing the streets, sidewalks, utility installations and other subdivision-type improvements to the extent the Association is responsible therefor.

d Compensation Stated on a Monthly and Annual Basis and Provisions for Increases in the Compensation

Manager receives as compensation for its services the sum of $7.00 per month for each unit in the condominium payable monthly in advance. There is no provision for increases in the compensation.

e Financial and Ownership Interests which Developer Holds with Regard to Manager

Developer and Manager are wholly owned subsidiaries of U. S. Home Corporation, a Delaware corporation.

f A copy of the Management Contract is attached to the Declaration of Condominium as Exhibit "D".

g The foregoing contract is the only contract with the Association having a term or service period in excess of one year.

THERE IS A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH SOUTHWEST MANAGEMENT, INC., A FLORIDA CORPORATION. (The Management Contract is Exhibit "D" to the Declaration, which is Exhibit "A" to this Prospectus.)

9. THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. Article V, Section 5.3 of page 5 of the Articles of Incorporation (Exhibit "B" to the Declaration of Condominium) and Section 24 on page 9 of the By-Laws (Exhibit "C" to the Declaration of Condominium) contain a provision for control of the Association by Developer until certain conditions have occurred.

10. THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED. (See Article XVIII, pages 25 and 26 of the Declaration attached as Exhibit "A" to the Prospectus.)

11. The condominium is a phase condominium as defined by Section 718.403 F. S. A. of the Condominium Act.

12. Summary of Restrictions

The restrictions concerning the use of the condominium parcels are contained in Article XVII of the Declaration of Condominium at pages 21 through 25, and provide among other things that the condominium units are restricted to single family use; limits rentals; limits signs; provides for no dogs or cats except for the life of pets owned by an initial purchaser; prohibits children under the age of 16 except for visitation; provides for visitation and contains provisions for maintenance.

13. There is no land offered by Developer for use by the unit owners that is not part of the real property submitted to condominium ownership in connection with this Condominium, or the use of which is not granted by the Declaration, except for additional phases which may be added.

14. The manner in which needs for utility and other services will be met is as follows:

Pinellas County provides sewage and waste disposal, and further provides the water supply, all based upon county rates and pursuant to county rules and regulations. Garbage and trash disposal are provided by D & J Carting, pursuant to written contract with the Association. Electrical service is provided by Florida Power pursuant to its rates and in accordance with its rules and regulations. Telephone service is provided by General Telephone pursuant to its rates and in accordance with its rules and regulations. Storm drainage facilities have been constructed by Developer in the condominium property as needed to reasonably cause the removal of surface water caused by storm, heavy rains and ordinary rainfall.

15. The common expenses were apportioned to the respective units in the approximate percentage that the number of square feet in each unit bears to the total number of square feet in the condominium.

The common elements were apportioned to the respective units in the approximate percentage that the number of square feet in each unit bears to the total number of square feet in the condominium.

16. The estimated operating budget for the condominium and a schedule of the unit owners expenses are attached hereto as Exhibit "B" and contains the information required by F. S. A. 718.504(20)(a)(b)(c)(d).

17. Seller pays all costs of transfer of title, excluding however any mortgage costs or costs of financing, including the cost of a mortgage's title policy if required by the mortgagee. Seller shall furnish a title insurance policy to Purchaser at Seller's cost and expense.

18. The Developer, U. S. Home Corporation, a Delaware corporation, is the nation's largest builder of on-site family residential dwellings in the United States. U. S. Home Corporation and its predecessor corporations have been engaged in the construction of housing in Florida for over twenty years.

U. S. Home Corporation constructs residential housing principally on the west coast of Florida from Collier County to Pasco County and also has building operations in Gainesville and Stuart, Florida. U. S. Home Corporation is presently engaged in the development of residential communities in which it offers consumers a wide variety of single-family attached and detached dwellings, including townhouses, villas and condominiums. U. S. Home has developed in excess of thirty low-, medium- and high-rise condominium projects in Florida.

The Highland Lakes Division of U. S. Home Corporation has the direct responsibility for the construction of Green View Condominium.

Mr. Martin G. Roberts has been in construction and mortgage banking all of his business life and spent the last ten years with a major developer as president of two of the largest subsidiary companies. He has been responsible for management and building of over 4,000 condominium units and 15,000 single-family homes during the past fifteen years and is currently serving as the president of Highland Lakes Division of U. S. Home Corporation.

19. Schedule of Exhibits to the Prospectus

Exhibit "A" - Declaration of Condominium Creating Green View Condominium, including Survey, Plot Plan and Graphic Description of the Improvements as Exhibit "A"; Articles of Incorporation as Exhibit "B"; By-Laws of the Association as Exhibit "C" and Management Contract as Exhibit "D".

Exhibit "B" - Site, Location and Floor Plan of the Recreational Area.

Exhibit "C" - Description and Number of Items of Personal Property Furnished by Developer

Exhibit "D" - Operating Budget

Exhibit "E" - Form of Purchase Contract for Sale of Units

Exhibit "F" - Form of Deed of Conveyance

Exhibit "G" - Copy of Escrow Agreement for Payments Made to Developer Prior to Closing

Exhibit "H" - Declaration of Restrictions and Affirmative Covenants.

Exhibit "I" - Articles of Incorporation of Highland Lakes Recreation and Homeowners Association, Inc.

Exhibit "J" - By-Laws of Highland Lakes Recreation and Homeowners Association, Inc.

20. Developer has retained counsel from attorneys experienced and skilled in the preparation and interpretation of condominium documents in connection with the preparation of all of its disclosure materials in a good faith attempt to comply with the requirements of the Condominium Act.

Unit No's	Phase I	Phase II	Phase III	Phase IV	Phase V	Phase VI	Phase VII	Phase VIII	Phase IX	Phase X	Phase XI	Phase XII
101-7							.4992	.4368	.3882	.3494	.3176	.2912
102-7							.4992	.4368	.3882	.3494	.3176	.2912
103-7							.5649	.4944	.4395	.3956	.3597	.3296
104-7							.3725	.3259	.2897	.2607	.2370	.2173
105-7							.3725	.3259	.2897	.2607	.2370	.2173
106-7							.4992	.4368	.3882	.3494	.3176	.2912
107-7							.4992	.4368	.3882	.3494	.3176	.2912
108-7							.5649	.4944	.4395	.3956	.3597	.3296
109-7							.3725	.3259	.2897	.2607	.2370	.2173
110-7							.3725	.3259	.2897	.2607	.2370	.2173
201-7							.4992	.4368	.3882	.3494	.3176	.2912
202-7							.4992	.4368	.3882	.3494	.3176	.2912
203-7							.5649	.4944	.4395	.3956	.3597	.3296
204-7							.4814	.4212	.3745	.3370	.3064	.2808
205-7							.3725	.3259	.2897	.2607	.2370	.2173
206-7							.4992	.4368	.3882	.3494	.3176	.2912
207-7							.4992	.4368	.3882	.3494	.3176	.2912
208-7							.5649	.4944	.4395	.3956	.3597	.3296
209-7							.4814	.4212	.3745	.3370	.3064	.2808
210-7							.3725	.3259	.2897	.2607	.2370	.2173
301-7							.4992	.4368	.3882	.3494	.3176	.2912
302-7							.4992	.4368	.3882	.3494	.3176	.2912
303-7							.5649	.4944	.4395	.3956	.3597	.3296
304-7							.4814	.4212	.3745	.3370	.3064	.2808
305-7							.3725	.3259	.2897	.2607	.2370	.2173
306-7							.4992	.4368	.3882	.3494	.3176	.2912
307-7							.4992	.4368	.3882	.3494	.3176	.2912
308-7							.5649	.4944	.4395	.3956	.3597	.3296
309-7							.4814	.4212	.3745	.3370	.3064	.2808
310-7							.3725	.3259	.2897	.2607	.2370	.2173

Unit No's	Phase I	Phase II	Phase III	Phase IV	Phase V	Phase VI	Phase VII	Phase VIII	Phase IX	Phase X	Phase XI	Phase XII
101-8								.4368	.3882	.3494	.3176	.2912
102-8								.4368	.3882	.3494	.3176	.2912
103-8								.4944	.4395	.3956	.3597	.3296
104-8								.3259	.2897	.2607	.2370	.2173
105-8								.3259	.2897	.2607	.2370	.2173
106-8								.4368	.3882	.3494	.3176	.2912
107-8								.4368	.3882	.3494	.3176	.2912
108-8								.4944	.4395	.3956	.3597	.3296
109-8								.3259	.2897	.2607	.2370	.2173
110-8								.3259	.2897	.2607	.2370	.2173
201-8								.4368	.3882	.3494	.3176	.2912
202-8								.4368	.3882	.3494	.3176	.2912
203-8								.4944	.4396	.3956	.3597	.3296
204-8								.4212	.3745	.3370	.3064	.2808
205-8								.3259	.2897	.2607	.2370	.2173
206-8								.4368	.3882	.3494	.3176	.2912
207-8								.4368	.3882	.3494	.3176	.2912
208-8								.4944	.4396	.3956	.3597	.3296
209-8								.4212	.3745	.3370	.3064	.2808
210-8								.3259	.2897	.2607	.2370	.2173
301-8								.4368	.3882	.3494	.3176	.2912
302-8								.4368	.3882	.3494	.3176	.2912
303-8								.4944	.4396	.3956	.3597	.3296
304-8								.4212	.3745	.3370	.3064	.2808
305-8								.3259	.2897	.2607	.2370	.2173
306-8								.4368	.3882	.3494	.3176	.2912
307-8								.4368	.3882	.3494	.3176	.2912
308-8								.4944	.4396	.3956	.3597	.3296
309-8								.4212	.3745	.3370	.3064	.2808
310-8								.3259	.2897	.2607	.2370	.2173

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Unit No's	Phase I	Phase II	Phase III	Phase IV	Phase V	Phase VI	Phase VII	Phase VIII	Phase IX	Phase X	Phase XI	Phase XII
101-9									.3882	.3494	.3176	.2912
102-9									.3882	.3494	.3176	.2912
103-9									.4396	.3956	.3597	.3296
104-9									.2897	.2607	.2370	.2173
105-9									.2897	.2607	.2370	.2173
106-9									.3882	.3494	.3176	.2912
107-9									.3882	.3494	.3176	.2912
108-9									.4396	.3956	.3597	.3296
109-9									.2897	.2607	.2370	.2173
110-9									.2897	.2607	.2370	.2173
201-9									.3882	.3494	.3176	.2912
202-9									.3882	.3494	.3176	.2912
203-9									.4396	.3956	.3597	.3296
204-9									.3745	.3370	.3064	.2808
205-9									.2897	.2607	.2370	.2173
206-9									.3882	.3494	.3176	.2912
207-9									.3882	.3494	.3176	.2912
208-9									.4396	.3956	.3597	.3296
209-9									.3745	.3370	.3064	.2808
210-9									.2897	.2607	.2370	.2173
301-9									.3882	.3494	.3176	.2912
302-9									.3882	.3494	.3176	.2912
303-9									.4396	.3956	.3597	.3296
304-9									.3745	.3370	.3064	.2808
305-9									.2897	.2607	.2370	.2173
306-9									.3882	.3494	.3176	.2912
307-9									.3882	.3494	.3176	.2912
308-9									.4396	.3956	.3597	.3296
309-9									.3745	.3370	.3064	.2808
310-9									.2897	.2607	.2370	.2173

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Unit No's	Phase I	Phase II	Phase III	Phase IV	Phase V	Phase VI	Phase VII	Phase VIII	Phase IX	Phase X	Phase XII	Phase XII
101-10										.3494	.3176	.2912
102-10										.3494	.3176	.2912
103-10										.3956	.3597	.3296
104-10										.2607	.2370	.2173
105-10										.2607	.2370	.2173
106-10										.3494	.3176	.2912
107-10										.3494	.3176	.2912
108-10										.3956	.3597	.3296
109-10										.2607	.2370	.2173
110-10										.2607	.2370	.2173
201-10										.3494	.3176	.2912
202-10										.3494	.3176	.2912
203-10										.3956	.3597	.3296
204-10										.3370	.3064	.2808
205-10										.2607	.2370	.2173
206-10										.3494	.3176	.2912
207-10										.3494	.3176	.2912
208-10										.3956	.3597	.3296
209-10										.3370	.3064	.2808
210-10										.2607	.2370	.2173
301-10										.3494	.3176	.2912
302-10										.3494	.3176	.2912
303-10										.3956	.3597	.3296
304-10										.3370	.3064	.2808
305-10										.2607	.2370	.2173
306-10										.3494	.3176	.2912
307-10										.3494	.3176	.2912
308-10										.3956	.3597	.3296
309-10										.3370	.3064	.2808
310-10										.2607	.2370	.2173

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Unit No's	Phase I	Phase II	Phase III	Phase IV	Phase V	Phase VI	Phase VII	Phase VIII	Phase IX	Phase X	Phase XI	Phase XII
101-11											.3176	.2912
102-11											.3176	.2912
103-11											.3597	.3296
104-11											.2370	.2173
105-11											.2370	.2173
106-11											.3176	.2912
107-11											.3176	.2912
108-11											.3597	.3296
109-11											.2370	.2173
110-11											.2370	.2173
201-11											.3176	.2912
202-11											.3176	.2912
203-11											.3597	.3296
204-11											.3064	.2808
205-11											.2370	.2173
206-11											.3176	.2912
207-11											.3176	.2912
208-11											.3597	.3296
209-11											.3064	.2808
210-11											.2370	.2173
301-11											.3176	.2912
302-11											.3176	.2912
303-11											.3597	.3296
304-11											.3064	.2808
305-11											.2370	.2173
306-11											.3176	.2912
307-11											.3176	.2912
308-11											.3597	.3296
309-11											.3064	.2808
310-11											.2370	.2173

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Unit No's	Phase I	Phase II	Phase III	Phase IV	Phase V	Phase VI	Phase VII	Phase VIII	Phase IX	Phase X	Phase XI	Phase XII
101-12												.2912
102-12												.2912
103-12												.3296
104-12												.2173
105-12												.2173
106-12												.2912
107-12												.2912
108-12												.3296
109-12												.2173
110-12												.2173
201-12												.2912
202-12												.2912
203-12												.3296
204-12												.2808
205-12												.2173
206-12												.2912
207-12												.2912
208-12												.3296
209-12												.2808
210-12												.2173
301-12												.2912
302-12												.2912
303-12												.3296
304-12												.2808
305-12												.2173
306-12												.2912
307-12												.2912
308-12												.3296
309-12												.2808
310-12												.2173

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ARTICLE VIII

Voting Rights

There is hereby allocated one (1) vote to each of the condominium parcels. Each vote shall be cast by the respective unit owner. In the event a unit shall be owned by more than one owner, the total owners of such unit shall collectively be entitled to cast the only vote attributed to such unit. Voting may be made by proxy in accordance with the provisions of the By-Laws of the Condominium Association.

ARTICLE IX

Amendments

Section 1. This Declaration (except as otherwise provided herein) may be amended, at any regular or special meeting of unit owners called and noticed in accordance with the By-Laws, by an affirmative vote of 75% of the unit owners present and voting. This Declaration may also be amended by the joinder and consent of seventy-five (75%) per cent of the unit owners to any amendment or amendments proposed in writing by a majority vote of the directors as evidenced by the execution of the said proposed amendment by at least seventy five (75%) per cent of all of the unit owners of the condominium.

Section 2. The above provisions, however, shall not apply to any amendment attempting to change: (a) any condominium parcel, (b) voting rights, (c) fractions of sharing common expenses and owning common surplus (d) any provisions pertaining to phase condominium, or (e) any provisions contained herein pertaining to termination. In order to change any of the foregoing by amendment or otherwise, the affirmative vote and/or consent of all unit owners, together with the joinder of all record owners of liens, in the execution of any such amendment, shall be required. The consent of the Developer shall additionally be required as to any amendment attempting to change provisions pertaining to phase condominium.

Notwithstanding the foregoing, and the provisions of subparagraph (1) hereof, any amendments of the Declaration, or of the By-Laws attached hereto which in any way alters, changes, limits, diminishes, or otherwise affects any institutional mortgagee's position, right or equity as mortgagee of any condominium parcel, shall require the joinder of said institutional mortgagee in order to become effective.

Section 3. All amendments shall be recorded as required by law.

ARTICLE X

Association

The name of the Association responsible for the operation of this Condominium is GREEN VIEW CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "B" and made a part hereof, and may be amended only in the manner provided for in said Articles of Incorporation.

ARTICLE XI

By-Laws

The By-Laws of the Association are set forth in Exhibit "C" attached hereto and made a part hereof and may be amended only in the manner provided for in said By-Laws.

ARTICLE XII

Assessments

Moneys or funds for the payment of common expenses shall be assessed against unit owners in the percentage of their common expenses provided herein, and shall be determined, levied, collected, held and disbursed all as provided in the Condominium Act. The Association shall have a lien on each condominium parcel for any unpaid assessments, as provided by the Condominium Act, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of any such assessment or enforcement of such lien.

In connection with the foreclosure of a lien against a unit owner, such unit owner shall be required to pay a reasonable rental (as determined by the Directors) for the condominium parcel, and the Association shall be entitled to the appointment of a receiver to collect same.

ARTICLE XIII

Termination

The unit owners may remove the condominium property from the provisions of the Condominium Act in the manner provided by said Condominium Act, and pursuant to the provisions thereof. The Condominium further may be terminated by the affirmative vote of seventy five (75%) per cent of the unit owners, as authorized and provided in Article XIV herein.

ARTICLE XIV

Insurance

The Association, through its board of directors, shall purchase an insurance policy insuring the buildings and improvements erected upon the property, all fixtures and personal property owned in common by the unit owners, against loss or damage by fire and hazards covered by windstorm and extended coverage endorsement; such policy shall be in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier, or by the Directors of the Association in the event the carrier fails or refuses to make such determination. The Association shall, if the condominium property be placed in a designated flood area as identified by HUD pursuant to Flood Disaster Protection Act of 1973, obtain the maximum flood insurance provided for by said Act, or in any amount equal to the value of the buildings if the value of the buildings are less than the maximum permitted by such Act. The policies shall be purchased in the name of the Association for the benefit of the Association, the unit owners and their mortgagees, as their interests may appear; and provisions shall be made for the issuance of mortgagee endorsements to the mortgagees of the respective units.

In the event of loss, the Association shall use the net insurance proceeds to repair and replace damage to real or personal property covered by the policy, with any excess to be payable to the unit owners or their mortgagees, as their interests may appear. Any reconstruction, repair or replacement shall be in accordance with the plans and specifications as finally amended on file with the building department of the governmental agency having jurisdiction thereover.

If the insurance proceeds are insufficient to cover the loss, the Association shall levy an assessment against the unit owners in accordance with this Declaration to cover any deficiency.

In the event the common elements are totally destroyed or damaged, or in the event that said common elements are damaged or destroyed in excess of fifty (50%) per cent of their then value, the common elements shall nevertheless be rebuilt as heretofore provided, unless seventy five (75%) per cent of all unit owners shall elect within thirty (30) days not to rebuild, in which event the condominium shall be terminated, and the insurance proceeds shall be disbursed to the unit owners and their mortgagees, as their interests may appear.

In addition to the above and foregoing insurance, the Association through its Board of Directors, shall purchase and keep in effect policies of insurance generally known as public liability policies and/or landowner, landlord and tenant policies insuring the Association and its members against all claims and demands made by any person or persons, whomsoever for injuries received in connection with the use, operation or maintenance of the condominium property, buildings and improvements, to the extent of not less than $300,000.00 to cover the claim or damage for personal and/or bodily injuries from any single, specific cause, to any one person, and to the extent of not less than $500,000.00 to cover in connection with any one particular accident or occurrence, the total aggregate of any claims for personal and/or bodily injuries that may arise or be claimed to have arisen against the Association and its members as aforesaid. Said insurance shall also provide for $500,000.00 property damage insurance.

CROUCH & MINER, P.A., ATTORNEYS AT LAW, HALLANDALE, FLORIDA

The Association shall further, if required by State law, carry a Workmen's Compensation Insurance Policy, which policy will comply with the requirements of the laws of the State of Florida.

The Association, upon the majority vote of the Directors, may provide and keep insurance for the protection of its Directors.

The Association shall obtain such other insurance and/or security bonds as may be required by the Condominium Act. All insurance and bond premiums shall be included and treated as a common expense.

All policies required herein shall be endorsed to cover and include additional phases as added.

ARTICLE XV

Common Elements

The common elements shall include the land and all improvements thereto which are not included within the units, together with such other items as are set forth in the Condominium Act. Unit owners, for purposes of maintenance, shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, together with the walls and partitions contained within the perimeter boundaries of the owners' respective units, including plaster, paint, wallpaper, carpeting, etc., but shall not be deemed to own any portion of those items defined as common elements by the Condominium Act.

No material alteration or substantial additions to the common elements shall be made except upon the affirmative vote of seventy five (75%) per cent of the unit owners. No unit owner shall make any alteration, or do any work within his respective unit unless approval therefore first be given by the Board of Directors, which approval shall not be unreasonably withheld unless the work, improvement, or addition would tend to jeopardize the safety or soundness of the common elements, or the aesthetics of the buildings, or would in any way impair easements.

ARTICLE XVI

Limited Common Elements

Limited Common Elements mean and include those common elements which are reserved for the use of a certain unit or units to the exclusion of other units. The numbered parking spaces shown on Sheets 6 through 8 inclusive, are hereby declared to be Limited Common Elements and reserved for use of unit owners having the correspondingly numbered unit.

The patios and balconies shown on Sheet 9 of Exhibit "A" are hereby declared to be Limited Common Elements and are reserved for the use of unit owners having direct access thereto.

ARTICLE XVII

Restrictions

All unit owners in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Articles of Incorporation, and the By-Laws of the Association and the Condominium Act shall be subject to and agree to abide by the following restrictive covenants, which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees, to-wit:

Section 1. No unit shall be used for any purpose than as and for a single-family residence or dwelling.

Section 2. All unit owners shall keep and maintain the interior of their respective units in good condition and repair, including the entire air conditioning system (compressor, ducts, vents, etc.) servicing the respective owners' apartments, whether inside or outside owners' apartments, and shall promptly pay for all utilities which are separately metered to the units.

Section 3. No unit owner shall cause any signs or any nature whatsoever to be posted or affixed to any of the common elements, limited common elements, or in his respective unit if such sign may be seen from any portion of the common elements; except for name plates which shall be uniform in size and design, and approved by the Board of Directors.

Section 4. No dog or cat or other pets shall be permitted in any of the units or on the common or limited common elements except for birds, such as canaries or parakeets, and fish such as goldfish or tropical varieties, which may be kept by a unit owner in the owners respective unit provided that no such birds and/or fish shall be raised for commercial purposes.

Notwithstanding the foregoing, initial purchasers of units from U. S. Home Corporation shall be permitted to keep one dog or cat pet for the life of said pet, provided the dog or cat, as the case may be, was owned by said owner prior to the unit owner's acquisition of the unit and further provided that said owner shall keep said dog on a leash at all times that the dog is out of the owner's unit and shall only walk the dog in areas set aside and designated by the Directors.

Section 5. Unit owners, their families, guests, invitees, or lessee shall be liable to the Association for defacing, marring or otherwise causing damage to the common elements or limited common elements where the repair of said damage is the obligation of the Association.

Section 6. All common areas shall be kept free for their intended use by the unit owners in common and shall in no event be used as storage areas by the individual unit owners, either on a temporary or permanent basis.

Section 7. No clothing, bedding or other similar items shall be dried or aired in any outdoor area or within the unit or any limited common element if same can be seen from the common areas.

Section 8. All occupants of units shall exercise extreme care about making noises, or the use of musical instruments, radios, televisions and amplifiers that may tend to disturb other occupants.

Section 9. No occupants shall play upon or suffer to be played upon, any musical instrument, or permit to be operated, a phonograph or radio loudspeaker in such occupant's unit between the hours of 11:00 o'clock p. m. and the following 9:00 o'clock a. m., if the same disturb or annoy other occupants of the building, and in no event shall either vocal or instrumental music be practiced for more than two hours in any day or between the hours of 6:00 o'clock p. m. and the following 9:00 o'clock a. m., nor shall an occupant commit or permit

any nuisance or immoral or illegal act in his unit, or in the common elements.

Section 10. No unit owner, or approved lessee of unit owner, shall permit any child under the age of sixteen (16) years to reside in any of the units except as otherwise provided herein.

Section 11. No one bedroom unit shall be permanently occupied by more than two individuals and no two bedroom unit by more than four individuals except as otherwise provided herein.

Section 12. Unit owners or unit owners' approved lessees shall be permitted to have visitor occupants of any age for up to three weeks during a six month period provided that at no time shall any one bedroom unit be occupied by more than four individuals or any two bedroom unit by more than six individuals. The six month periods shall commence on the date of filing of this Declaration.

Section 13. The Unit owners, their guests and invitees agree to use the common elements only in accordance with such reasonable rules and regulations as are promulgated from time to time by the Directors of the Association for the use thereof.

Section 14. No trucks or commercial vehicles (except during the period of approved construction), campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on the common elements. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles such as for pick up, delivery and other commercial services. Automobiles shall be parked only on the parking spaces established for such purpose. No repair of vehicles shall be made within the condominium property.

Section 15. All parking spaces shown on Sheets 6 through 8 inclusive of Exhibit "A" lettered "G", shall be used for guest parking and such other uses as determined by the Directors. The parking spaces lettered "RP" shall be used by the unit owners, their guests and invitees in connection with their use of the recreational area pursuant to such rules and regulations as may be promulgated by the Directors.

Section 16. The exterior of the units and all other areas appurtenant to a unit including the patios and balconies shown on Sheet 9 of Exhibit "A", whether screened or unscreened, as the case may be, and private fences screening the first floor patios and aluminum railings on the balconies initially installed by the Developer shall not be painted, decorated or modified by any owner in any manner without prior consent of the Board of Directors which consent may be withheld on purely aesthetic grounds within the sole discretion of the Directors. Any such alterations or improvements may only be permitted upon specific plans and specifications, standards and criteria established therefore, which when approved shall be subject for use by all unit owners.

Section 17. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the unit except as shall have been approved by the Board of Directors, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors. All glass and screening replacements must be of original color and quality.

Section 18. All garbage and refuse from the units shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Board will direct. All disposals shall be used in accordance with instructions given to the owner by the Directors. Refuse, newspapers and bagged garbage shall be deposited only in areas provided for such purposes.

Section 19. Waterclosets and other water apparatus in the buildings shall not be used for any purposes other than those for which they were constructed. Any damage resulting from misuse of any waterclosets or other apparatus shall be paid for by the owner in whose unit it shall have been caused or originated.

The above and foregoing restrictive covenants shall only be amended in the manner as provided for the amendment of this Declaration. The condominium shall have the right to make and amend reasonable rules and regulations respecting the use of the property in the condominium, as is provided for in its Articles of Incorporation.

In the event a unit owner is in violation of the terms and provisions in any of the restrictions, and after notification by the Board of Directors continues to violate such regulations, then in the event it be necessary that the Directors bring a legal proceeding for the enforcement of and/or the abatement, as the case may be, of any provision of the respective covenants, then in such event the unit owner shall pay for the costs and expenses for such legal proceeding by the Association, provided that the Association has been successful in such litigation.

ARTICLE XVIII

Transfer of Condominium Parcels

Section 1 - SALES. Prior to the sale or transfer of a condominium parcel, any unit owner desiring to sell or transfer his condominium parcel shall first submit the name of the proposed purchaser, and the contract of sale to the Board of Directors for their approval or disapproval, which shall be given within ten (10) days from the date of the submission of the contract of sale. If approved, the approval by the Board of Directors shall be in writing and executed in such manner as to entitle it to be recorded in the public records of Pinellas County, Florida.

If neither approved nor disapproved within ten (10) days, the transfer shall be deemed to have been approved by the Directors.

If the transfer be disapproved, the Directors shall have twenty (20) days from date of disapproval within which to purchase the condominium parcel on the same terms and conditions as contained in the contract of sale, except that the purchase price shall be payable in cash.

If the Directors fail to close the purchase within said twenty-day period, then the unit owner shall be free to sell and convey to the intended purchaser.

The above and foregoing provisions shall not be applicable to any transfer by the undersigned; to any transfer by a unit owner to any member of his or her immediate family (viz., spouse, children or parents); to any sale or transfer made by an institutional mortgagee acquiring title as a result of the foreclosure of its mortgage lien, or due to a voluntary acceptance of a transfer of title in

ARTICLE XXI

Management, Maintenance
and Operation Agreement

The initial officers and directors of GREEN VIEW CONDOMINIUM ASSOCIATION, INC., have simultaneously herewith executed for and on behalf of said Association and its members, a Management, Maintenance and Operational Agreement, a copy of said agreement being attached hereto as Exhibit "D". Each member of the association by virtue of the acceptance and recordation of the Deed to the respective condominium parcels, shall have agreed by such acceptance:

(1) That they have ratified the acts of its officers in the execution of said agreement, by and on behalf of the Association; and

(2) That they will comply with all of the terms and conditions of the said agreement on their part to be kept and performed.

ARTICLE XXII

Unit Owners
Members of Homeowners Association

Green View Condominium is part of a larger development known as Highland Lakes (herein "Development"). Developer has filed an instrument in the Public Records of Pinellas County, Florida, styled Declaration of Restrictions and Affirmative Covenants, Highland Lakes (herein "The Restrictions"). The restrictions provide for the creation of Highland Lakes Recreation and Homeowners Association, Inc., a non-profit Florida corporation, (herein "Homeowners Association:), the purpose of the homeowners association is to (a) operate the recreation properties (as defined in the restrictions), (b) maintain landscaping and other improvements on the entrance and dedicated areas in the Development, (c) maintain street lights on arterial roads as defined in the restrictions, and (d) take such action as the homeowners association is authorized pursuant to its Articles of Incorporation and By-Laws to take to maintain the residential quality of the Development.

Unit owners become members of said homeowners association and by the acceptance of their respective deeds, will have agreed that his unit is subject

lieu of such foreclosure; to a purchaser acquiring title in such foreclosure proceedings, or the acceptance of a transfer of title in lieu of such foreclosure; or to sales made pursuant to order or decree of a court in connection with the foreclosure of an institutional first mortgage.

Section 2 - LEASING. No unit shall be leased or rented by the respective unit owner thereof for transit or hotel purposes, which are defined as (a) rentals for less than ninety (90) days, or (b) rentals where the occupants of the unit are to be provided services, such as room service for food and beverage, maid service, furnished of laundry and linens, and bell boy services. Other than for the foregoing, the owner or owners of the respective units shall have the right to lease same, provided that all such leases are made subject to this Declaration, and the condominium act, and a copy of the lease is furnished the Directors of the Association.

ARTICLE XIX

Officers and Directors

The officers and directors of the Association who shall serve until their successors have been elected, as provided in the Articles of Incorporation and the By-Laws of the Association, are as follows:

President	Martin G. Roberts	2846 Highland Blvd. Palm Harbor, Florida 33563
Vice-President	Virginia Casagrande	1025 Franklin Road Tampa, Florida 33609
Secretary	Helen I. Sarver	1344 Summerlin Drive Clearwater, Florida

ARTICLE XX

Restraint Upon Assignment of Shares in Assets

The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

to the restrictions including amendments thereto; abide by the rules and regulations of the homeowners association, and to pay such assessments, dues and charges as shall be levied by the Board of Directors of said Association, in accordance with its Articles of Incorporation, By-Laws and the Restrictions. The Restrictions (Declaration of Restrictions and Affirmative Covenants, Highland Lakes), have been recorded in O. R. Book 4470 at pages 842 through 854 inclusive of the public records of Pinellas County, Florida. The Articles of Incorporation of the Highland Lakes Recreation and Homeowners Association, Inc. were filed on October 8, 1976 with the Secretary of the State of Florida (Charter Number 737003.) By-Laws of the Association are available at the office of the designated agent described in said Articles of Incorporation. The three aforesaid documents are made a part hereof by this reference as though set forth in their entirety herein.

ARTICLE XXIII

Subdivision-type Improvements

The undersigned has installed and will continue to install certain subdivision-type improvements in the land that may become part of Green View Condominium, legally described on Sheet 1 of Exhibit "A" hereof under the heading GREEN VIEW - OVERALL BOUNDARY. Said subdivision-type improvements may include but are not limited to paved streets, sewer collection system, water distribution system, drainage facilities, and sprinkler system including a well, if any, (herein "the common facilities"). In the event that all phases are added, the common facilities shall constitute part of the common elements of the condominium. In the event that one or more phases are not added, that portion of the common facilities included in the condominium would continue to constitute common facilities. The subdivision-type improvements included in the land of the phases which were not added will not be part of the common facilities of the condominium, but will be owned by the legal entities owning and developing the land in said phase or phases which are not added.

METHOD OF SHARING COST AND EXPENSE IF ALL PHASES NOT ADDED.

In the event that all phases are included in the condominium, the total cost and expense of managing the common facilities (being part of the common elements of the condominium) shall be paid by the association and assessed to the unit owner in accordance with their respective percentages of sharing as set forth in Article VII hereof. In the event that one or more phases are not added and are developed by the owners of the lands contained in said phases either as condominiums, rentals, single family residences or otherwise, the cost and expense of the management, operation, maintenance and repair of that portion of the common facilities shall be apportioned to the respective owners pro-rata to the number of units owned by each legal entity. For example, should the condominium consist only of Phases I and II, the condominium would consist of 60 units and its apportioned share of the cost and expense would be that fractional part of total, the numerator of which is 60 and the denominator would be the total number of units, to-wit 360. In no event shall the total number of units in the project exceed 360. The cost and expense apportioned to the condominium shall constitute a common expense and be payable by the unit owners in their respective percentages of sharing as heretofore set forth herein.

ARTICLE XXIV

The Condominium Recreational Area

Unit owners, their guests and invitees, shall have the right of use of the improved recreational area shown and identified on Sheet 8 of Exhibit "A", by virtue of same being part of the common elements of the condominium. In the event a phase or any phase is not added, then use by the unit owners shall be in common with the unit owners and/or occupants of the remaining properties, although not a part of the condominium.

The use of the recreational area shall be governed by such reasonable rules and regulations which may be promulgated therefore by the Directors. The rules and regulations shall be uniform in application as to all units and promulgated in such manner as to effectuate maximum use, enjoyment and

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benefit by all units.

In the event that all phases are included in the condominium, the total cost and expense of managing, operating and maintaining the recreational area (being part of the common elements of the condominium) shall be paid by the Association and assessed to the unit owners in accordance with their respective percentages of sharing set forth in Article VII hereof.

In the event one or more phases are not added and are developed by the owners of the lands contained in said phases either as condominiums, rentals, single family residences or otherwise, the cost and expense of the management, operation, maintenance and repair of the improved recreation area and of that portion of the common facilities shall be apportioned to the respective owners in the same manner and by the same formula as is provided for in Article XXIII for the sharing of the cost and expense of the common facilities.

ARTICLE XXV

Easements and Rights Reserved to Developer

Notwithstanding anything to the contrary contained herein, the Developer shall have the right to sell, lease or rent units to its initial designee without the approval of the Association. Developer shall have the right to transact, on the condominium property, any business necessary to consummate sale of units, including but not limited to the right to maintain models, have signs, have employees in a unit used as an office, use the common elements and to show units. Sales office and model furniture and other personalty, signs and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer.

Developer does hereby give and grant to the Association and its members a non-exclusive easement and right of use in and to any portion of the ingress and egress easement legally described on Sheet 3 of Exhibit "A" under the heading GREEN VIEW - 24 FOOT EASEMENT FOR INGRESS AND EGRESS - TARTAN DRIVE and shown on Sheets 6 through 8 inclusive of Exhibit "A", which may not be included in the condominium for purposes of ingress and egress, pedestrian and vehicular traffice and utilities.

Developer hereby reserves unto itself, its successors and assigns a non-exclusive easement for ingress and egress and utilities over, and upon any portion of said easement (Tartan Drive) for use by residents and occupants, their guests and invitees, in any phases not added to the condominium.

Developer further by these presents does hereby save and reserve unto itself, its successors and assigns the right to give and grant such easements described on Sheet 1 of Exhibit "A" under the heading GREEN VIEW - OVERALL BOUNDARY, as may be needed or acquired in the sole discretion of Developer for use in connection with the development by Developer of said property, its or others adjoining properties including but not limited to easements for various utilities, drainage facilities, irrigation facilities including pumps, wells and distribution lines, or ingress and egress.

The condominium property shall further be subject to all easements as shown on the survey and plot plan attached hereto as Exhibit "A".

ARTICLE XXVI

General

GREEN VIEW CONDOMINIUM shall be operated and maintained and the Association and the members thereof shall have and enjoy all of the rights, privilages and duties as are presently set forth in the Condominium Act of the State of Florida and as same may be amended from time to time in the future, except as said rights, privileges, duties, operation and maintenance may be altered, changed or limited by this Declaration and the exhibits attached hereto, where such changes, alterations and/or limitations are optional or permissive under the Condominium Act, and all matters not specifically covered in this Declaration and Exhibits attached hereto, shall be determined in all instances by the provisions of the said Act.

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THIS DECLARATION FOR THE CREATION AND ESTABLISHMENT OF GREEN VIEW CONDOMINIUM, including exhibits attached hereto made and entered into and submitted this _____ day of _____, A. D. 1980.

U. S. HOME CORPORATION

Witnesses:

Marilyn Zinsh

Ronald H. Niebaum

By: _____ President

Attest: V. S. Casagrande Secretary

STATE OF FLORIDA)
: ss
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day before me personally appeared MARTIN G. ROBERTS and V. S. CASAGRANDE, President and Secretary, respectively of U. S. HOME CORPORATION, a Delaware corporation, to me known to be the persons described in and who executed the foregoing Declaration, and they severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and 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 8th day of April, A. D. 1980.

Anita M. Fodder
Notary Public - State of Florida

My commission expires:

(Seal)

Notary Public, State of Florida at Large
~~My Commission Expires Sept. 17, 1982~~
Bonded By American Fire & Casualty Company

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ARTICLES OF INCORPORATION

OF

GREEN VIEW CONDOMINIUM ASSOCIATION, INC.

The undersigned by these Articles of Incorporation associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes and certify as follows:

ARTICLE I

Name

The name of the corporation shall be GREEN VIEW CONDOMINIUM ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the "Association."

ARTICLE III

Purpose

2.1 The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act of the State of Florida for the operation of GREEN VIEW CONDOMINIUM, a condominium to be located upon those certain lands in Pinellas County, Florida, legally described on Sheet 1 of Exhibit "A" attached to the Declaration for the Creation and Establishment of Green View Condominium, under the heading GREEN VIEW - PHASE I.

2.2 The condominium is a phase condominium and may be expanded to include additional lands in subsequent Phases II through XII inclusive, which lands are likewise legally described on Exhibit "A" to said Declaration under the headings GREEN VIEW - PHASE II, GREEN VIEW - PHASE III, GREEN VIEW - PHASE IV, GREEN VIEW - PHASE V, GREEN VIEW - PHASE VI, GREEN VIEW - PHASE VII, GREEN VIEW - PHASE VIII, GREEN VIEW - PHASE IX, GREEN VIEW - PHASE X, GREEN VIEW - PHASE XI and GREEN VIEW - PHASE XII.

2.3 The Association shall make no distribution of income to its members, directors or officers.

Exhibit "B"

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ARTICLE III

Power

The powers of the Association shall include and be governed by the following provisions:

3.1 The Association shall have all of the common-law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act except as permissively limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration as it may be amended from time to time, including but not limited to the following:

a. To make and collect assessments against members as apartment owners to defray the costs, expenses and losses of the condominium.

b. To use the proceeds of assessments in the exercise of the powers and duties.

c. To maintain, repair, replace and operate the condominium property, including easements.

d. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as apartment owners.

e. To reconstruct improvements after casualty and the further improvement of the property.

f. To make and amend reasonable regulations respecting the use of the property in the condominium; provided however that all such regulations and their amendments shall be approved by not less than 75% of the votes of the entire membership of the Association before such shall become effective.

g. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these

Articles, the By-Laws of the Association and the regulations for the use of the property in the condominium.

h. To contract for the management and maintenance of the Condominium property.

i. To employ personnel to perform the services required for proper operation of the condominium.

j. To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities, including but not limited to, country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners.

k. To acquire by purchase or otherwise condominium parcels of the Condominium, subject nevertheless to the provisions of the Declaration and/or By-Laws relative thereto.

l. To approve or disapprove the transfer, mortgage and ownership of apartments as may be provided by the Declaration of Condominium and the By-Laws.

m. To enter into agreements with the Developer, other Condominium Associations, or any other legal entity for the maintenance, replacement or repair of properties of any kind or nature used in common with others, such as but not limited to subdivision-type improvements.

3.3 All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws.

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

ARTICLE IV

Members

4.1 The members of the Association shall consist of all of the record owners of apartments in the condominium, and after termination of the condominium shall consist of those who are members at the time of such termination and their successors and assigns.

4.2 After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of Pinellas County, Florida a deed or other instrument establishing a record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

4.4 The owner of each apartment shall be entitled to one vote as a member of the Association. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

4.5 The terms "apartment" and "apartment owner" or "owners" shall have the same meaning as "unit" and "unit owner" or "owners" as same are defined in the Condominium Act.

ARTICLE V

Directors

5.1 The affairs of the Association will be managed by a Board consisting of the number of directors determined by the By-Laws, but not less than three directors, and in the absence of such determination, shall consist

of three directors. The initial directors need not be members of the Association. All subsequent directors shall be members of the Association.

5.2 Directors of the Association, other than the initial directors and directors elected pursuant to Section 5.3 shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

5.3 The fee owner of the land and developer of the condominium property is U. S. Home Corporation, a Delaware corporation authorized to do business in the State of Florida.

Association control shall be transferred from the Developer to unit owners, other than the Developer, in the manner provided for in Florida Statutes 718.301. The Directors named in these Articles and Directors elected pursuant to the provisions of said 718.301 shall serve until the first annual election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

5.4 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

	Names	Addresses
President	Martin G. Roberts	2846 Highland Blvd. Palm Harbor, Florida 33563
Vice President	Virginia Casagrande	1025 Franklin Road Tampa, Florida 33609
Secretary	Helen Sarver	1344 Summerlin Drive Clearwater, Florida

ARTICLE VI

Officers

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors.

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The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President	Martin G. Roberts	2846 Highland Blvd. Palm Harbor, Florida 33563
Vice President	Virginia Casagrande	1025 Franklin Road Tampa, Florida 33609
Secretary	Helen Sarver	1344 Summerlin Drive Clearwater, Florida

ARTICLE VII

Indemnification

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or settlement of any proceeding to which he may be a part or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties provided, that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII

By-Laws

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by a vote of 75% of the members as provided in the By-Laws.

ARTICLE IX

Amendments

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

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

9.2 The resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided,

a. such approvals must be by not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

b. by not less than 80% of the votes of the entire membership of the Association.

9.3 Provided, however that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section 3.3 of Article III without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the condominium act or the Declaration of Condominium.

9.4 A copy of each amendment shall be certified by the Secretary of State and be recorded in the Public Records of Pinellas County, Florida.

ARTICLE X

Subscribers

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

Names	Addresses
Martin G. Roberts	2846 Highland Blvd. Palm Harbor, Florida 33563
Virginia Casagrande	1025 Franklin Road Tampa, Florida 33609
Helen Sarver	1344 Summerlin Drive Clearwater, Florida

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ARTICLE XI

Association Address

The office of the Association shall be at One Countryside Office Park, Suite 300, Clearwater, Florida 33515, Attn: Southwest Management, Inc.

ARTICLE XII

Registered Office - Registered Agent

The registered office of the Association is at One Countryside Office Park, Suite 300, Clearwater, Florida 33515. The registered agent is Helen I. Sarver, a resident of the State of Florida whose business office is identical with that of the registered office.

ARTICLE XIII

Term

The term for which this corporation shall exist is perpetual.

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 8th day of April, A. D. 1980.

MARTIN G. ROBERTS

VIRGINIA CASAGRANDE

HELEN SARVER

STATE OF FLORIDA)
: ss
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared MARTIN G. ROBERTS, VIRGINIA CASAGRANDE and HELEN SARVER, who after being first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 8 day of April, A. D. 1980.

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires Mar. 12, 1981
Bonded By American Fire & Casualty Company

Notary Public - State of Florida

BY-LAWS

OF

GREEN VIEW CONDOMINIUM ASSOCIATION, INC.

a corporation not for profit
under the laws of the State of Florida

ARTICLE I

Identity

Section 1. These are the By-Laws of GREEN VIEW CONDOMINIUM ASSOCIATION, INC., called "Association" in these By-Laws, a corporation not for profit under the laws of the State of Florida, the original Articles of Incorporation of which were filed in the office of the Secretary of State.

The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718 Florida Statutes, called the Condominium Act in these By-Laws, which condominium is identified by the name GREEN VIEW CONDOMINIUM.

Section 2. The mailing address of the Association shall be Attention Southwest Management, Inc., One Countryside Office Park, Suite 300, Clearwater, Florida 33516.

Section 3. The Association shall operate upon the calendar year beginning the 1st day of January and ending on the 31st day of December to each year. The Board of Directors is expressly authorized to change from a calendar year basis to that of a fiscal year whenever deemed expedient and for the best interests of the Association.

Section 4. The seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

Exhibit "C"

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ARTICLE II

Definitions

Section 1. All words, phrases, names and/or terms used in these By-Laws, the Declaration of Condominium, the Articles of Incorporation of the Condominium Association and Exhibits "A" and "D" to the Declaration shall have the same meaning and be used and defined the same as they are in the Condominium Act unless the context of said instruments otherwise requires.

ARTICLE III

The Association

Section 1. Members. The owners of the condominium parcels shall be the members of this Association.

(a) Any legal entity capable of ownership of real property under the laws of Florida shall be eligible for membership.

(b) Any legal entity, upon acquiring title to a condominium parcel, shall ipso facto become a member of the Association; and upon the conveyance or transfer of said ownership, said owner's membership in the Association shall ipso facto cease.

Section 2. Place of Meeting. Meetings of the membership shall be held at the principal office or place of business of the Association, or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 3. Annual Meetings. The first annual meeting of the Association shall not be held until the control of the corporation shall have been transferred from developer to the unit owners as provided in Section 24 hereof, or until Developer has elected to terminate its control of the condominium, whichever shall first occur. Thereafter, the annual meetings of the Association shall be held on the third Tuesday of November

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of each succeeding year. At the annual meeting the members may transact such business of the Association as may properly come before them. The time of all meetings shall be set by the Directors, and the Directors by majority vote may change the date of the annual meeting.

Section 4. Special Meetings. Special meetings of the members may be called by the President and shall be called by the President or Secretary at the request in writing of the Board of Directors or at the request in writing of ten (10) per cent of the members, such requests shall state the purpose or purposes of the proposed meeting.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his address as it appears in the membership book of the Association, or if no such address appears, at his last known place of address, at least fourteen (14) but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 6. Majority of Owners. As used in these By-Laws, the tern "majority of owners" shall mean owners having the right to vote 50% plus 2 of the authorized votes at the time of taking any vote.

Section 7. Quorum. Except as otherwise provided in these By-Laws the presence in person or by proxy of a "majority of owners" as defined in Section 6 of this Article shall constitute a quorum.

Section 8. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person, or by proxy, may adjourn the meeting to a time no later than ten (10) days from the time the original meeting was called and hold the meeting adjourned, without additional notice, provided that a quorum can be obtained for such meeting.

Section 9. Voting. At every meeting of the members, the owner or owners of each unit, either in person or by proxy, shall have the right to cast one vote, as set forth in the Declaration. The Vote of the majority of those present in person or by proxy, shall decide any question brought before such meeting unless the question is one upon which, by express provisions of statute or of the Declaration of Condominium, or of the Articles of Incorporation, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control.

Section 10. Proxies. A member may appoint any other member as a proxy. All proxies must be filed with the Secretary at any meeting or meetings for which the proxy was given before the proxy may vote. Any proxy given shall be effective only for the specific meeting for which originally given and any lawful adjourned meeting thereof, provided that in no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given, and further provided that every proxy shall be revocable at any time at the pleasure of the unit owner executing it.

Section 11. Order of Business. The order of business at all annual or special meetings of the members shall be as follows:

(a) Roll call.

(b) Proof of notice of meeting of waiver of notice.

(c) Reading of the minutes of preceding meeting.

(d) Reports of officers.

(e) Reports of committees.

(f) Election of officers (if election to be held.)

(g) Unfinished business.

(h) New business.

ARTICLE IV

Administration

Section 1. Number and Qualification. The number of directors that shall constitute the Board shall not be less than three (3) until such time as Developer's control of the condominium is terminated as provided herein. Upon termination of control the number shall be not less than three (3) nor more than thirteen (13). The initial directors need not be members of the Association. All subsequent members shall be members of the Association.

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Section 2. Directors - Election. Directors shall be elected by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast at the annual meeting of the Association. Each member shall be entitled to vote for as many nominees as there are vacancies to be filled.

Section 3. Removal of Directors. Subject to the provision of S. 718.301, any member of the Board of Administration may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the Board of Administration may be called by 10 percent of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting.

Section 4. Filling of Vacancies. Vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

Section 5. Term of 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 elsewhere provided.

Section 6. 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 the Declaration, the Articles of Incorporation of the Condominium Association, the Condominium Act or these By-Laws directed to be exercised and done by the members or officers. The powers of the Board shall include, but not be limited to the following:

(a) All powers and duties of the Condominium as set forth in the Condominium Act and in the Articles of Incorporation of the Association, except as limited as provided above.

(b) To prepare and adopt an annual operating budget, which budget shall be sufficient in amount to pay for all necessary expenses and expenditures to be shared in common by the respective owners of units, and including a reasonable reserve for repairs, upkeep and replacement of the common elements and for contingencies.

(c) To prepare a detailed report of the acts, accounts and statements of income and expense for the previous year, and present same at the annual meeting of members.

(d) To determine who will act as legal counsel for the Association whenever necessary.

(e) To determine the depository for the funds of the Association.

(f) To acquire the necessary personnel needed for the maintenance, care and upkeep of the common elements, and set the salaries of said personnel.

(g) Assess and collect all assessments pursuant to the Condominium Act.

Section 7. Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board of Directors to perform such duties, services and powers as the Board of Directors may, pursuant to the provisions of the Condominium Act, authorize.

Section 8. Compensation. No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid a Director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken.

Section 9. Organization Meeting. The first meeting of the Board of Directors shall be held within ten (10) days after the annual members meeting, at such place as shall be fixed by the Board and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing all of the Board of Directors shall be present in person or by proxy.

Section 10. Regular Meeting. Regular meetings of the Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

CROUCH & MINER, P.A., ATTORNEYS AT LAW, HALLANDALE, FLORIDA

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary, in like manner and on like notice on the written request of at least two Directors.

Section 12. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting 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 any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds as well as all employees of the management agent employed by the Association shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association. Such fidelity bonds shall name the Association as an obligee and be written in such amount as determined by the Directors to be adequate to insure the Association against potential loss.

Section 15. Designation of Officers. The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors.

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The Board of Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be necessary.

Section 16. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board, and shall hold office at the pleasure of the Board.

Section 17. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 18. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of an Association.

Section 19. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 20. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors, and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct and he shall, in general, perform all the duties incident to the office of Secretary. The minutes of all meetings of the unit owners and the Board of Directors shall be kept in a book available for inspection by unit owners or their authorized representatives and Board members at any reasonable time. Any such minutes shall be retained by the Association for a period of not less than seven (7) years.

Section 21. Treasurer. The Treasurer shall have responsibility for Association funds and securities, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging

to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors.

Section 22. Voting by Written Instrument. The Directors may poll the unit owners in writing on any matters on which the unit owners are, or would be authorized to vote on at the annual meeting or special meeting called for such purpose and the written vote of the members shall determine any such matter based upon the same number of votes as would be required for the passage or defeat of such matter as is provided in the Declaration of Condominium or these By-Laws, or in the absence of a specific provision, the Condominium Act.

Section 23. Amendment to By-Laws. These By-Laws may be amended by a vote of 75% of the unit owners present and voting at any regular or special meeting duly called and noticed in accordance with the provisions of Section 5 hereof. The notice shall contain the proposed amendment or amendments which shall be in compliance with Section 718.112(2)(i). No By-Laws shall be revised or amended by reference to its title or number only. The full text of any By-Law change shall be set forth in the notice.

Section 24. Transfer of Control. Upon fifteen (15%) per cent of the units in the condominium that will be operated ultimately by the Association having been transferred to unit owners, said unit owners shall be entitled to elect one (1) director and simultaneously with the director having been elected, one of the three initial directors shall resign.

Unit owners shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three years after transfers by Developer have been effected as to fifty (50%) per cent of the units that will be operated ultimately by the Association, or three months after transfers have been effected by Developer as to ninety (90%) per cent of the units that will be operated ultimately by the Association, or when all of the units that will be operated, ultimately by the Association, have been completed and some of them have been transferred and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall be entitled

to elect not less than one member of the Board of Directors of an Association as long as the Developer holds for sale in the ordinary course of business at least 5% of the units in the condominium.

Notwithstanding the foregoing, Developer may at its election, relinquish control prior to the time above provided for.

Section 25. Board meetings open to Unit Owners - Notice required. All regular or special meetings of the Board of Directors shall be open to all unit owners and adequate notice of all such meetings shall be posted in a conspicuous place on the condominium property at least 48 hours in advance of any special meeting.

Section 26. Budget - Adequacy, Adoption, Limitations, Notice, Etc.

The Board of Directors shall cause a written notice of the time and place of the meeting of the Board of Directors which will consider the budget. The written notice together with a copy of the proposed annual budget of common expenses shall be mailed to the unit owners not less than 30 days prior to the meeting at which the budget will be considered. If an adopted budget requires assessments against the unit owners in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the Board of Directors, upon written application of 10% of the unit owners to the Board, shall call a special meeting of the unit owners within 30 days, upon not less than 10 days written notice to each unit. At the special meeting, unit owners shall consider and enact a budget which may only be adopted by a vote of not less than a majority vote of all unit owners present and voting, either in person or by proxy. The Board of Directors may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority vote of all unit owners in writing, the budget shall be adopted.

In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provision for reasonable reserves for repair or replacement of the condominium property anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterment to the condominium property shall be excluded from the computation. As long as Developer is

in control of the Board of Directors, the Board shall not impose an assessment for any year greater than 115% of the prior fiscal or calendar year assessments without approval of a majority of all unit owners.

All notices of any meeting where assessments against unit owners are to be considered for any reason, shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance pursuant to Section 718.112(2)(k) of the Condominium Act, unless the members of the Association by 2/3rds vote at a duly called meeting of the Association determine for any particular fiscal year were to provide no reserves or reserves less adequate than required by said Section 718.112(2)(k).

Section 27. Assessments. The annual assessments of the unit owners for their share of the common expenses shall be made payable to the Association or such other person or entity determined by the Board of Directors. Assessments in any event shall be made against unit owners not less frequently than quarterly in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

Section 28. Transfer Fees for Charges. No fee shall be charged in connection with the transfer, lease, sale or sublease of units in excess of expenditures reasonably required for the transfer and sale, which expense shall not exceed $50 and no charge shall be made in connection with an extension or renewal of a lease.

The foregoing was adopted as the By-Laws of GREEN VIEW CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 8th day of April, A. D. 1980.

GREEN VIEW CONDOMINIUM ASSOCIATION, INC.

Attest: _____ Secretary

By: _____ President

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GREEN VIEW CONDOMINIUM

A CONDOMINIUM SECTION 5 TOWNSHIP 28 SOUTH RANGE 16 EAST PINELLAS COUNTY FLORIDA

GREEN VIEW - OVERALL BOUNDARY

From the South 1/4 corner of Section 5, Township 28 South, Range 16 East, Pinellas County, Florida as a point of reference; thence N.89°39'55"W., along the South line of said Section, 216.09 feet to the centerline of an 80 foot right of way, 90.00 feet on each side; thence along the arc of a curve to the right, radius 225.00 feet, arc 277.07 feet, chord N.60°26'53"W., 259.69 feet to a point of tangency; thence N.25°51'05"E., 130.56 feet to a point of curve; thence along the arc of a curve to the left, radius 325.00 feet, arc 187.75 feet, chord N.15°07'55"E., 185.10 feet to a point of tangency; thence N.00°35'15"W.,169.00 feet to the point of beginning; said point being on the North right of way line of Highlands Boulevard (an 80 foot right of way); thence along said line S.89°24'45"W., 42.00 feet; thence leaving the aforementioned right of way line along the arc of a non-tangent curve to the right, concave to the East, radius 413.00 feet, arc 156.27 feet, chord N.07°59'15"E., 155.34 feet to a point of reverse curve; thence along the arc of a curve to the left, radius 25.00 feet, arc 36.04 feet, chord N.10°56'16"W., 33.16 feet; thence N.30°59'00"E., 20.00 feet; thence along the arc of a non-tangent curve to the left, concave to the South-west, radius 25.00 feet, arc 32.93 feet, chord N.68°37'36"E., 30.16 feet to a point of compound curve; thence along the arc of a curve to the left, radius 383.00 feet, arc 33.10 feet, chord N.31°10'26"E., 33.10 feet; thence along a non-tangent line N.89°30'00"W., 458.63 feet; thence S.25°30'00"W., 50.00 feet; thence N.68°30'00"W., 105.00 feet; thence N.25°55'00"W., 150.00 feet to a point hereinafter referred to as point "A" for convenience; thence N.23°55'10"E., 153.00 feet to a point hereinafter referred to as point "B" for convenience; thence continue N.25°55'10"E., 140.50 feet; thence N.35°34'50"W., 105.00 feet to a point hereinafter referred to as point "C" for convenience; thence continue N.20°25'40"W., 102.80 feet; thence N.05°20'00"W., 153.30 feet; thence N.31°57'W., 100.72 feet to a point hereinafter referred to as point "D" for convenience; thence continue N.31°34'57"W., 30.00 feet; thence N.87°00'07"W., 170.00 feet; thence N.02°59'53"E., 243.00 feet to a point hereinafter referred to as point "E" for convenience; thence continue N.02°34'50"W., 65.30 feet; thence N.22°05'00"E., 95.20 feet; thence N.00°47'00"W., 72.00 feet to a point hereinafter referred to as point "F" for convenience; thence continue N.00°47'00"W., 100.00 feet; thence N.38°00'37"E., 100.00 feet; thence N.89°23'00"E., 80.00 feet; thence S.00°23'37"E., 127.04 feet; thence S.00°36'03"E., 100.00 feet to a point hereinafter referred to as point "A" for convenience; thence continue S.00°05'03"E., 60.00 feet; thence S.07°35'03"E., 210.30 feet; thence S.43°00'11"E., 82.05 feet; thence S.00°30'10"W., 120.00 feet to a point hereinafter referred to as point "H" for convenience; thence S.31°00'51"W., 133.47 feet to a point hereinafter referred to as point "I" for convenience; thence continue S.31°00'51"W., 17.00 feet; thence S.20°05'20"E., 320.20 feet to a point hereinafter referred to as point "J" for convenience; thence continue S.20°05'20"E., 57.72 feet; thence S.41°30'20"E., 100.00 feet; thence S.01°21'50"W., 63.03 feet to a point hereinafter referred to as point "K" for convenience; thence continue S.01°21'50"W., 31.00 feet; thence S.32°30'01"E., 149.12 feet to a point hereinafter referred to as point "L" for convenience; thence continue S.32°30'01"E., 205.00 feet; thence N.06°21'50"W., 75.00 feet; thence N.60°30'10"W., 105.00 feet; thence S.35°20'20"W., 63.05 feet; thence S.49°15'00"W., 84.00 feet; thence N.89°35'33"W., 190.00 feet; thence N.00°30'52"W., 50.00 feet; thence N.00°30'06"W., 35.68 feet to a point of curve; thence along the arc of a curve to the right, concave to the West, radius 462.00 feet, arc 140.33 feet, chord N.10°09'30"W., 139.93 feet to a point of tangency; thence N.00°30'00"W., 472.27 feet to a point of curve; thence along the arc of a curve to the left, radius 25.00 feet, arc 39.27 feet, chord N.45°30'00"W., 35.36 feet; thence N.89°30'00"W., 20.00 feet; thence along the arc of a non-tangent curve to the left, concave to the Southeast, radius 25.00 feet, arc 32.94 feet, chord N.52°00'51"W., 30.70 feet to a point of compound curve; thence along the arc of a curve to the left, radius 960.00 feet, arc 197.53 feet, chord S.08°09'23"W., 196.98 feet to a point on the aforementioned northerly right of way line of Highlands Boulevard; thence along a non-tangent line S.68°29'45"W., 12.00 feet to the point of beginning.

GREEN VIEW - PHASE I

Beginning at aforementioned point "L"; thence S.32°30'01"E., 305.00 feet; thence S.01°21'50"W., 75.00 feet; thence N.60°30'10"W., 125.00 feet; thence S.35°20'20"W., 63.05 feet; thence S.49°15'00"W., 89.00 feet; thence N.89°35'33"W., 140.00 feet; thence N.00°30'52"W., 90.00 feet; thence S.89°30'08"W., 33.50 feet to a point of curve; thence along the arc of a curve to the right, radius 487.00 feet, arc 230.01 feet, chord S.16°05'30"W., 155.07 feet; thence along a non-tangent line N.89°30'00"W., 72.00 feet; thence along the arc of a non-tangent curve to the left, concave to the West, radius 385.00 feet, arc 133.31 feet, chord N.10°09'55"E., 132.70 feet to a point of tangency; thence N.00°30'00"W., 472.27 feet to a point of curve; thence along the arc of a curve to the left, radius 250.00 feet, arc 133.15 feet, chord N.15°05'02"W., 132.50 feet; thence along a non-tangent line N.60°00'45"E., 93.00 feet; thence S.65°27'15"E., 83.59 feet; thence N.57°30'00"E., 170.00 feet to the point of beginning.

GREEN VIEW - PHASE II

Beginning at the aforementioned point "M"; thence S.01°21'50"W., 81.00 feet; thence N.32°30'01"E., 190.12 feet; thence S.57°30'50"W., 170.00 feet; thence N.06°27'21"W., 62.60 feet; thence S.68°00'00"W., 61.00 feet; thence along the arc of a non-tangent curve to the left, concave to the Southeast, radius 390.00 feet, arc 45.05 feet, chord N.35°00'00"W., 45.01 feet to a point of tangency; thence N.38°30'00"W., 205.77 feet to a point of curve; thence along the arc of a curve to the right, radius 262.00 feet, arc 8.00 feet, chord N.38°00'55"W., 8.00 feet; thence along a non-tangent line N.60°30'00"E., 185.00 feet; thence S.61°30'00"E., 100.70 feet; thence N.68°30'31"E., 94.70 feet; thence East 75.00 feet to the point of beginning.

GREEN VIEW - PHASE III

Beginning at the aforementioned point "A"; thence N.30°00'00"E., 153.00 feet; thence N.60°00'00"E., 70.00 feet; thence East 140.00 feet; thence S.07°30'00"W., 52.70 feet; thence S.68°30'53"E., 83.81 feet; thence S.00°30'00"W., 106.06 feet to a point of curve; thence along the arc of a curve to the right, radius 105.00 feet, arc 122.31 feet, chord S.66°55'W., 131.70 feet; thence along a non-tangent line N.89°30'00"W., 173.00 feet; thence S.30°30'00"W., 60.00 feet; thence N.69°30'00"W., 105.00 feet; thence N.15°55'00"W., 120.00 feet to the point of beginning.

GREEN VIEW - PHASE IV

Beginning at the aforementioned point "A"; thence N.25°55'10"E., 140.50 feet; thence N.30°34'50"W., 105.00 feet; thence N.68°25'30"E., 31.00 feet; thence N.25°00'00"E., 69.20 feet; thence N.68°25'20"E., 89.47 feet; thence along a non-tangent curve to the left, concave to the Northeast, radius 283.00 feet, arc 6.00 feet, chord S.26°55'E., 6.00 feet to a point of tangency; thence S.25°34'50"E., 206.27 feet to a point of curve; thence along the arc of a curve to the right, radius 240.00 feet, arc 170.40 feet, chord S.05°02'46"E., 170.50 feet to a point of tangency; thence S.00°30'00"W., 85.43 feet; thence along a non-tangent line N.89°30'00"W., 89.70 feet; thence S.00°30'00"E., 146.00 feet; thence N.89°30'00"W., 70.00 feet to the point of beginning.

OFFICE OF
GEORGE F. YOUNG, INC.
CIVIL ENGINEERS AND LAND SURVEYORS
699 ARLINGTON AVENUE NORTH
ST. PETERSBURG, FLORIDA
EXHIBIT "A"
SHEET 1 OF 9

EXHIBIT "A"

GREEN VIEW CONDOMINIUM

A CONDOMINIUM . SECTION 5 TOWNSHIP 28 SOUTH RANGE 16 EAST PINELLAS COUNTY FLORIDA

GREEN VIEW - PHASE V

BEGINNING AT THE AFOREMENTIONED POINT "A"; THENCE S.20°46'20"E., 57.72 FEET; THENCE S.41°30'35"E., 490.00 FEET; THENCE S.01°31'50"W., 50.02 FEET; THENCE WEST 75.00 FEET; THENCE S.46 20'01"W., 99.70 FEET; THENCE S.41°30'35"W., 100.70 FEET; THENCE S.48°35'00"W., 109.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE EAST, RADIUS 283.00 FEET, ARC 133.00 FEET, CHORD N.34°22'05"W., 131.67 FEET TO A POINT OF TANGENCY; THENCE N.00°52'01"W., 310.66 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 250.00 FEET, ARC 15.00 FEET, CHORD N.03°48'10"W., 15.00 FEET; THENCE ALONG A NON-TANGENT LINE EAST, 315.00 FEET; THENCE N.68 04'02"E., 97.35 FEET TO THE POINT OF BEGINNING.

GREEN VIEW - PHASE VI

BEGINNING AT THE AFOREMENTIONED POINT "I"; THENCE S.21°00'51"W., 17.00 FEET; THENCE S.20°55'20"E., 330.33 FEET; THENCE S.00°04'02"W., 97.46 FEET; THENCE WEST 315.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE TO THE WEST, RADIUS 250.00 FEET, ARC 195.76 FEET, CHORD N.21°05'37"W., 190.78 FEET TO A POINT OF TANGENCY; THENCE N.87 07'34"W., 123.00 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 165.00 FEET, ARC 163.45 FEET, CHORD N.09 35'33"W., 155.94 FEET; THENCE S.71 28'31"E., 56.00 FEET; THENCE N.48°00'00"E., 82.00 FEET; THENCE N.41°51'00"E., 165.33 FEET; THENCE EAST 93.35 FEET TO THE POINT OF BEGINNING.

GREEN VIEW - PHASE VII

BEGINNING AT THE AFOREMENTIONED POINT "C"; THENCE N.35 30'40"W., 193.66 FEET; THENCE N.05°20'51"W., 163.39 FEET; THENCE N.21°30'17"W., 190.73 FEET; THENCE N.66 25'43"E., 73.00 FEET; THENCE S.80°37'00"E., 84.96 FEET; THENCE N.58°00'00"E., 54.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, RADIUS 250.00 FEET, ARC 150.48 FEET, CHORD S.15°55'46"E., 139.00 FEET TO A POINT OF TANGENCY; THENCE S.00°52'01"E., 310.66 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 283.00 FEET, ARC 132.00 FEET, CHORD S.14°27'05"E., 131.57 FEET; THENCE ALONG A NON-TANGENT LINE S.60 25'20"W., 50.47 FEET; THENCE N.35°00'00"W., 64.20 FEET; THENCE S.88°25'20"W., 21.00 FEET TO THE POINT OF BEGINNING.

GREEN VIEW - PHASE VIII

BEGINNING AT THE AFOREMENTIONED POINT "D"; THENCE N.31 04'12"W., 30.00 FEET; THENCE N.37°50'03"W., 170.05 FEET; THENCE N.03 20'00"W., 245.00 FEET; THENCE N.07 25'21"E., 210.00 FEET; THENCE S.03 24'39"E., 50.47 FEET; THENCE N.87°35'21"E., 50.00 FEET; THENCE S.71°00'59"E., 94.90 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE TO THE EAST, RADIUS 165.00 FEET, ARC 143.82 FEET, CHORD S.11°56'19"E., 139.02 FEET TO A POINT OF TANGENCY; THENCE S.37°42'36"E., 113.00 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 250.00 FEET, ARC 30.26 FEET,CHORD S.34°18'22"E., 30.26 FEET; THENCE ALONG A NON-TANGENT LINE S.65°08'48"W., 54.86 FEET; THENCE N.68 37'00"W., 84.48 FEET; THENCE N.46°35'49"W., 72.00 FEET TO THE POINT OF BEGINNING.

GREEN VIEW - PHASE IX

BEGINNING AT THE AFOREMENTIONED POINT "H"; THENCE S.31 06'53"W., 139.97 FEET; THENCE WEST 82.39 FEET; THENCE N.01°31'00"W., 165.73 FEET; THENCE S.46 00'00"W., 32.00 FEET; THENCE N.71 25'53"W., 66.00 FEET; THENCE S.18 34'37"E., 85.01 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 305.00 FEET, ARC 95.21 FEET, CHORD N.85°34'53"E., 82.41 FEET TO A POINT OF TANGENCY; THENCE N.01°28'51"W., 48.06 FEET; THENCE N.03°33'10"E., 40.00 FEET; THENCE S.46°00'00"E., 340.21 FEET TO THE POINT OF BEGINNING.

GREEN VIEW - PHASE X

BEGINNING AT THE AFOREMENTIONED POINT "G"; THENCE S.09°30'03"E., 60.00 FEET; THENCE S.37°35'33"E., 310.33 FEET; THENCE S.15°04'11"E., 83.65 FEET; THENCE S.03 20'18"W., 130.20 FEET; THENCE N.46 00'00"W., 345.31 FEET; THENCE S.03°33'10"W., 40.00 FEET; THENCE N.87°25'41"W., 163.98 FEET; THENCE N.03°33'10"E., 36.00 FEET; THENCE N.58 16'37"E., 66.73 FEET; THENCE N.67 31'57"E., 67.00 FEET TO THE POINT OF BEGINNING.

GREEN VIEW - PHASE XI

BEGINNING AT THE AFOREMENTIONED POINT "F"; THENCE N.00°07'00"W., 151.09 FEET; THENCE N.36°00'27"E., 100.00 FEET; THENCE N.64°33'00"E., 90.00 FEET; THENCE S.68°22'17"E., 177.34 FEET; THENCE S.00 35'03"E., 130.00 FEET; THENCE S.47 33'57"W., 82.00 FEET; THENCE N.59°16'07"W., 85.71 FEET; THENCE N.03°33'10"W., 96.00 FEET; THENCE S.64 27'56"W., 46.00 FEET; THENCE N.76 12'03"W., 157.62 FEET TO THE POINT OF BEGINNING.

GREEN VIEW - PHASE XII

BEGINNING AT THE AFOREMENTIONED POINT "E"; THENCE N.02 26'30"W., 85.38 FEET; THENCE N.23°00'04"E., 85.26 FEET; THENCE N.00°07'00"W., 72.00 FEET; THENCE N.76 12'06"E., 147.53 FEET; THENCE N.64 27'56"E., 46.00 FEET; THENCE S.03°33'10"W., 30.00 FEET; THENCE S.86°26'51"E., 211.45 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 305.00 FEET, ARC 93.21 FEET, CHORD S.85°34'53"W., 92.84 FEET; THENCE S.16°34'37"W., 85.61 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 265.00 FEET, ARC 15.50 FEET, CHORD S.18°15'07"W., 15.50 FEET; THENCE ALONG A NON-TANGENT LINE N.74°05'53"W., 90.96 FEET; THENCE S.87 23'21"W., 50.06 FEET; THENCE N.02 36'39"W., 99.47 FEET; THENCE S.87 33'21"W., 119.00 FEET TO THE POINT OF BEGINNING.

OFFICE OF

GEORGE F. YOUNG, INC.

CIVIL ENGINEERS AND LAND SURVEYORS

510 ARLINGTON AVENUE NORTH

ST. PETERSBURG, FLORIDA

EXHIBIT "A"
SHEET 2 OF 9

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GREEN VIEW CONDOMINIUM

A CONDOMINIUM SECTION 5 TOWNSHIP 28 SOUTH RANGE 16 EAST PINELLAS COUNTY FLORIDA

GREEN VIEW - 24 FOOT EASEMENT FOR INGRESS AND EGRESS - TARTAN DRIVE

A 24 FOOT CONTINUOUS EASEMENT FOR INGRESS AND EGRESS BEING 12 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE UNLESS OTHERWISE NOTED:

FROM THE SOUTH 1/4 CORNER OF SECTION 5, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA AS A POINT OF REFERENCE; THENCE S.00 24'45"W., ALONG THE SOUTH LINE OF SAID SECTION, 134.64 FEET TO THE CENTERLINE OF AN 80 FOOT RIGHT OF WAY, 40.00 FEET ON EACH SIDE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 225.00 FEET, ARC 277.07 FEET, CHORD N.00°25'33"W., 259.80 FEET TO A POINT OF TANGENCY; THENCE N.30°51'06"E., 130.56 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 225.00 FEET, ARC 107.75 FEET, CHORD N.15°07'55"E., 106.73 FEET TO A POINT OF TANGENCY; THENCE N.00°35'15"W., 155.00 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF HIGHLANDS BOULEVARD (AN 80 FOOT RIGHT OF WAY); THENCE LEAVING SAID LINE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE EAST, RADIUS 500.00 FEET, ARC 200.00 FEET, CHORD N.11°18'35"E., 206.15 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 305.00 FEET, ARC 150.35 FEET, CHORD N.11°57'46"E., 157.30 FEET TO A POINT OF TANGENCY; THENCE N.00°29'00"E., 172.37 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 540.00 FEET, ARC 170.40 FEET, CHORD N.19°33'46"W., 170.36 FEET TO A POINT OF TANGENCY; THENCE N.29°34'40"W., 205.77 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 352.00 FEET, ARC 140.68 FEET, CHORD N.15°15'51"W., 139.94 FEET TO A POINT OF TANGENCY; THENCE N.00°57'01"W., 110.66 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 260.00 FEET, ARC 100.76 FEET, CHORD N.10°22'10"W., 150.00 FEET TO A POINT OF TANGENCY; THENCE N.37°47'34"W., 112.06 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 155.00 FEET, ARC 142.92 FEET, CHORD N.00°35'23"W., 155.94 FEET TO A POINT OF TANGENCY; THENCE N.30°34'27"E., 93.01 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 205.00 FEET, ARC 93.21 FEET, CHORD N.06°34'52"E., 92.41 FEET TO A POINT OF TANGENCY; THENCE N.07°26'41"W., 211.45 FEET; THENCE S.82°30'10"W., 20.00 FEET TO THE POINT OF TERMINATION, SAID POINT ALSO BEING THE CENTER OF A CIRCLE HAVING A RADIUS OF 45.00 FEET; TOGETHER WITH THAT PORTION LYING WITHIN SAID CIRCLE; AND TOGETHER WITH:

(1) THAT PORTION LYING NORTHEASTERLY OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 29.00 FEET AND BEING TANGENT TO BOTH THE AFORE-DESCRIBED WESTERLY LINE OF TARTAN DRIVE AND THE SOUTHERLY SIDE OF THE AFORE-DESCRIBED CIRCLE;

(2) TOGETHER WITH THAT PORTION LYING NORTHWESTERLY OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 20.00 FEET AND BEING TANGENT TO BOTH THE AFORE-DESCRIBED EASTERLY LINE OF TARTAN DRIVE AND THE SOUTHERLY SIDE OF THE AFORE-DESCRIBED CIRCLE.

OFFICE OF
GEORGE F. YOUNG, INC.
CIVIL ENGINEERS AND LAND SURVEYORS
610 ARLINGTON AVENUE NORTH
ST. PETERSBURG, FLORIDA

EXHIBIT "A"
SHEET 3 OF 5

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GREEN VIEW CONDOMINIUM

A CONDOMINIUM SECTION 5 TOWNSHIP 28 SOUTH RANGE 16 EAST PINELLAS COUNTY FLORIDA

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WE, MARTIN G. ROBERTS AND V. S. CASAGRANDE, PRESIDENT AND VICE PRESIDENT RESPECTIVELY OF W. S. HOME CORPORATION, A DELAWARE CORPORATION, OWNER OF THE ABOVE DESCRIBED LAND, HAVE CAUSED THE LAND EMBRACED IN THIS PLAT TO BE SURVEYED, LAID OUT, AND PLATTED AS GREEN VIEW CONDOMINIUM, PURSUANT TO FLORIDA STATUTE 718.104.

MARTIN G. ROBERTS, PRESIDENT — V. S. CASAGRANDE, VICE PRESIDENT

W. S. HOME CORPORATION
ONE CORPORATE OFFICE PARK
CLEARWATER, FLORIDA

WITNESS — WITNESS

WITNESS — WITNESS

ACKNOWLEDGEMENT: STATE OF FLORIDA, COUNTY OF PINELLAS

I HEREBY CERTIFY THAT ON THIS _____ DAY OF _____ 1980, A.D., BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY APPEARED MARTIN G. ROBERTS AND V. S. CASAGRANDE, DIVISION PRESIDENT AND VICE PRESIDENT RESPECTIVELY OF W. S. HOME CORPORATION, A CORPORATION UNDER THE LAWS OF THE STATE OF DELAWARE, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION, AND THEY ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR OWN FREE ACT AND DEED. WITNESS MY HAND AND OFFICIAL SEAL IN THE CITY OF _____, COUNTY OF PINELLAS, STATE OF FLORIDA.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC
STATE OF FLORIDA

SURVEYOR'S CERTIFICATE

I, CARL M. BAKER, THE UNDERSIGNED REGISTERED LAND SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN ON SHEET 1 OF 9 WHICH THE HEADING GREEN VIEW - OVERALL BOUNDARY WAS SURVEYED AND STAKED AND THAT THE DIMENSIONS AND ANGLES ARE CORRECT. I FURTHER HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS (TO PHASE 1) DESCRIBED IN THIS CONDOMINIUM PLAT OF GREEN VIEW CONDOMINIUM, CONSISTING OF SHEETS 3 THROUGH 9 IS SUBSTANTIALLY COMPLETE SO THAT THIS MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION RELATING TO MATTERS OF SURVEY DESCRIBING PHASE 1 OF THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT IN PHASE 1 CAN BE DETERMINED FROM THESE MATERIALS.

GEORGE F. YOUNG, INC.

FLORIDA SURVEYOR'S REG'N. NO. 3612

DATE _____

SURVEYOR'S NOTE

THIS IS A PHASED CONDOMINIUM CREATED PURSUANT TO SECTION 718.403 OF THE CONDOMINIUM ACT.

PHASES 2 THROUGH 12 INCLUSIVE, MAY BE ADDED BY AMENDMENT AS PROVIDED THEREIN.

OFFICE OF
GEORGE F. YOUNG, INC.
CIVIL ENGINEERS AND LAND SURVEYORS
810 ARLINGTON AVENUE NORTH
ST. PETERSBURG, FLORIDA

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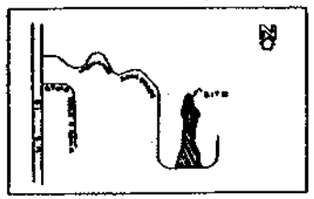
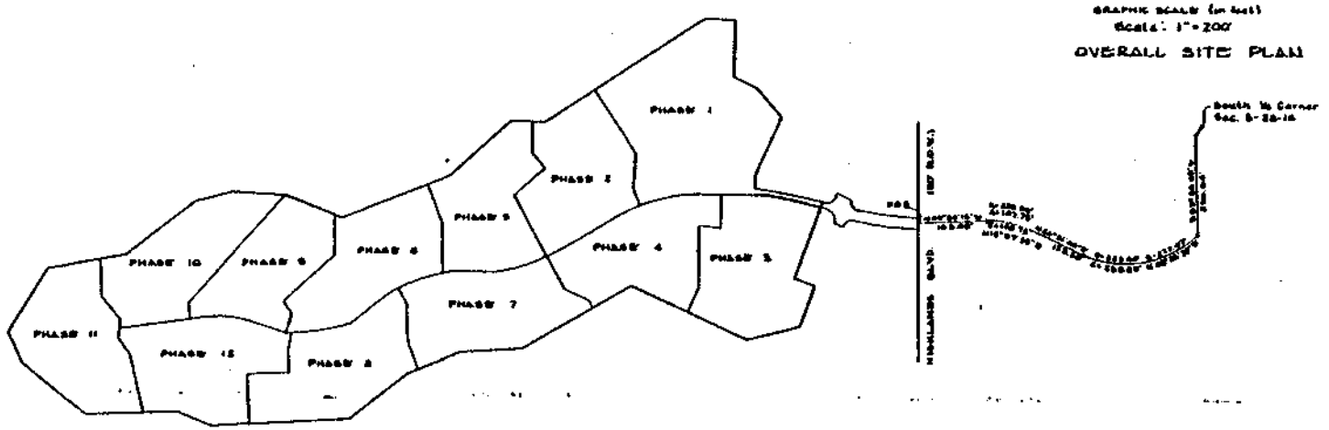
GREEN VIEW CONDOMINIUM

A CONDOMINIUM SECTION 5 TOWNSHIP 28 SOUTH RANGE 16 EAST PINELLAS COUNTY FLORIDA

VICINITY MAP
NOT TO SCALE





GRAPHIC SCALE (in feet)
Scale: 1" = 200'

OVERALL SITE PLAN

OFFICE OF
GEORGE F. YOUNG, INC.
CIVIL ENGINEERS AND LAND SURVEYORS
625 ARLINGTON AVENUE NORTH
ST. PETERSBURG, FLORIDA

EXHIBIT "A"
SHEET 1 OF 6

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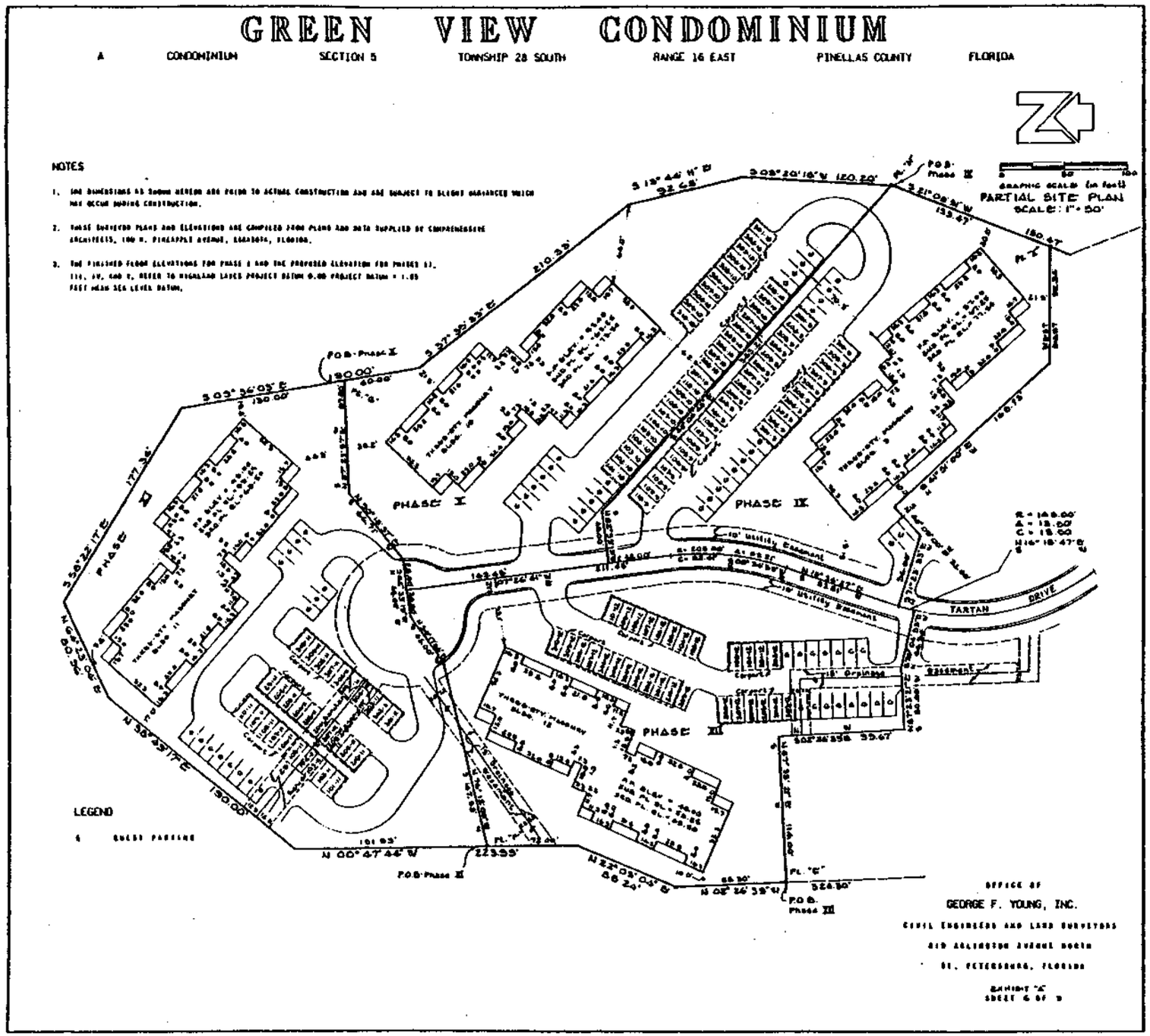
GREEN VIEW CONDOMINIUM

A CONDOMINIUM SECTION 5 TOWNSHIP 28 SOUTH RANGE 16 EAST PINELLAS COUNTY FLORIDA



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GREEN VIEW CONDOMINIUM

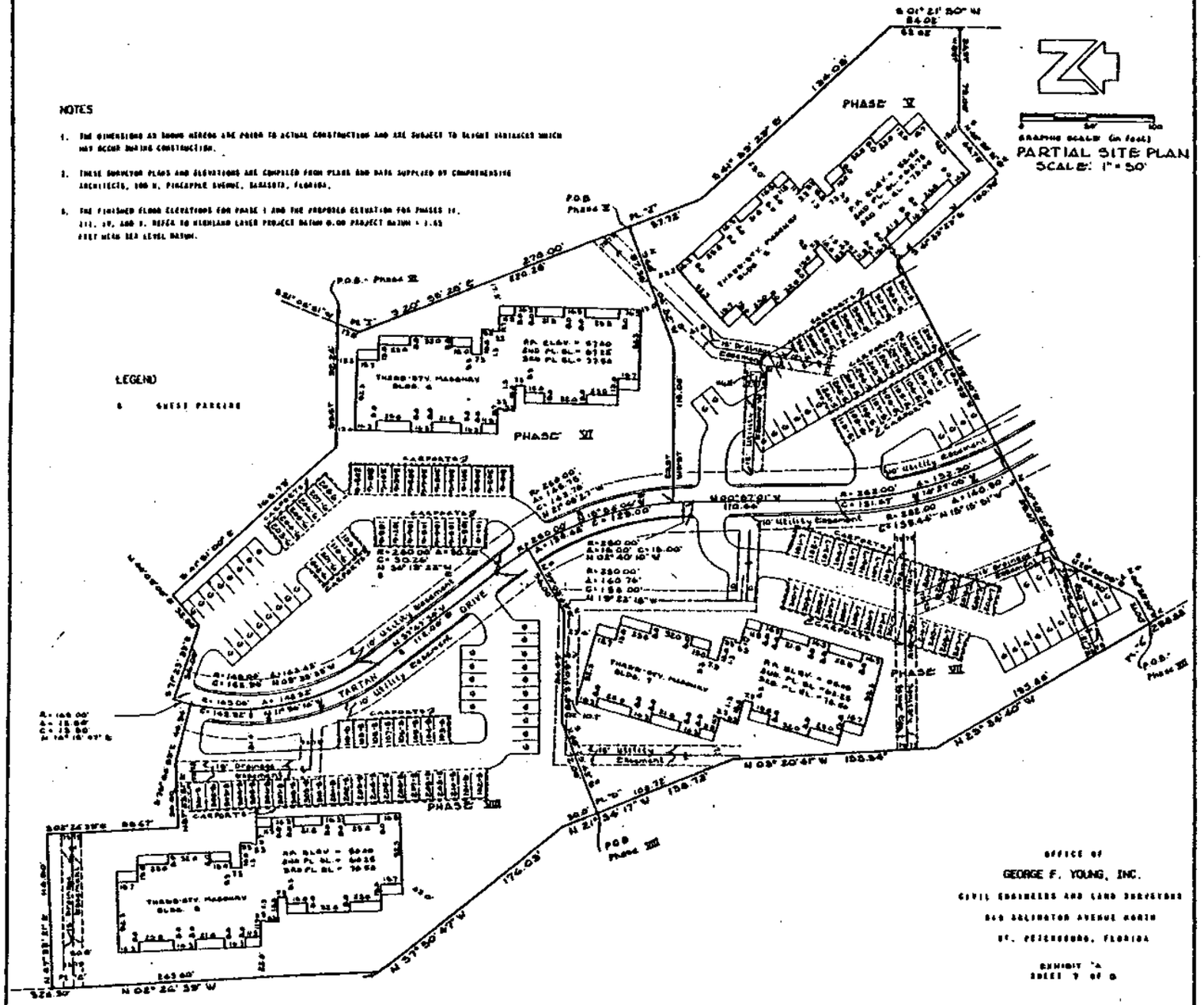
A CONDOMINIUM SECTION 5 TOWNSHIP 28 SOUTH RANGE 16 EAST PINELLAS COUNTY FLORIDA

NOTES

1. THE DIMENSIONS AS SHOWN HEREON ARE PRIOR TO ACTUAL CONSTRUCTION AND ARE SUBJECT TO SLIGHT VARIANCES WHICH MAY OCCUR DURING CONSTRUCTION.
2. THESE SURVEYOR PLANS AND ELEVATIONS ARE COMPILED FROM PLANS AND DATA SUPPLIED BY COMPREHENSIVE ARCHITECTS, 100 N. PINEAPPLE AVENUE, SARASOTA, FLORIDA.
3. THE FINISHED FLOOR ELEVATIONS FOR PHASE I AND THE PROPOSED ELEVATION FOR PHASES II, III, IV, AND V. REFER TO HIGHLAND LAKES PROJECT DATUM 0.00 PROJECT DATUM = 3.65 FEET MEAN SEA LEVEL DATUM.

LEGEND

G GUEST PARKING



GRAPHIC SCALE (in Feet)

PARTIAL SITE PLAN
SCALE: 1" = 50'

OFFICE OF
GEORGE F. YOUNG, INC.
CIVIL ENGINEERS AND LAND SURVEYORS
848 SOLOMON AVENUE NORTH
ST. PETERSBURG, FLORIDA

EXHIBIT "A"
SHEET 7 OF 8

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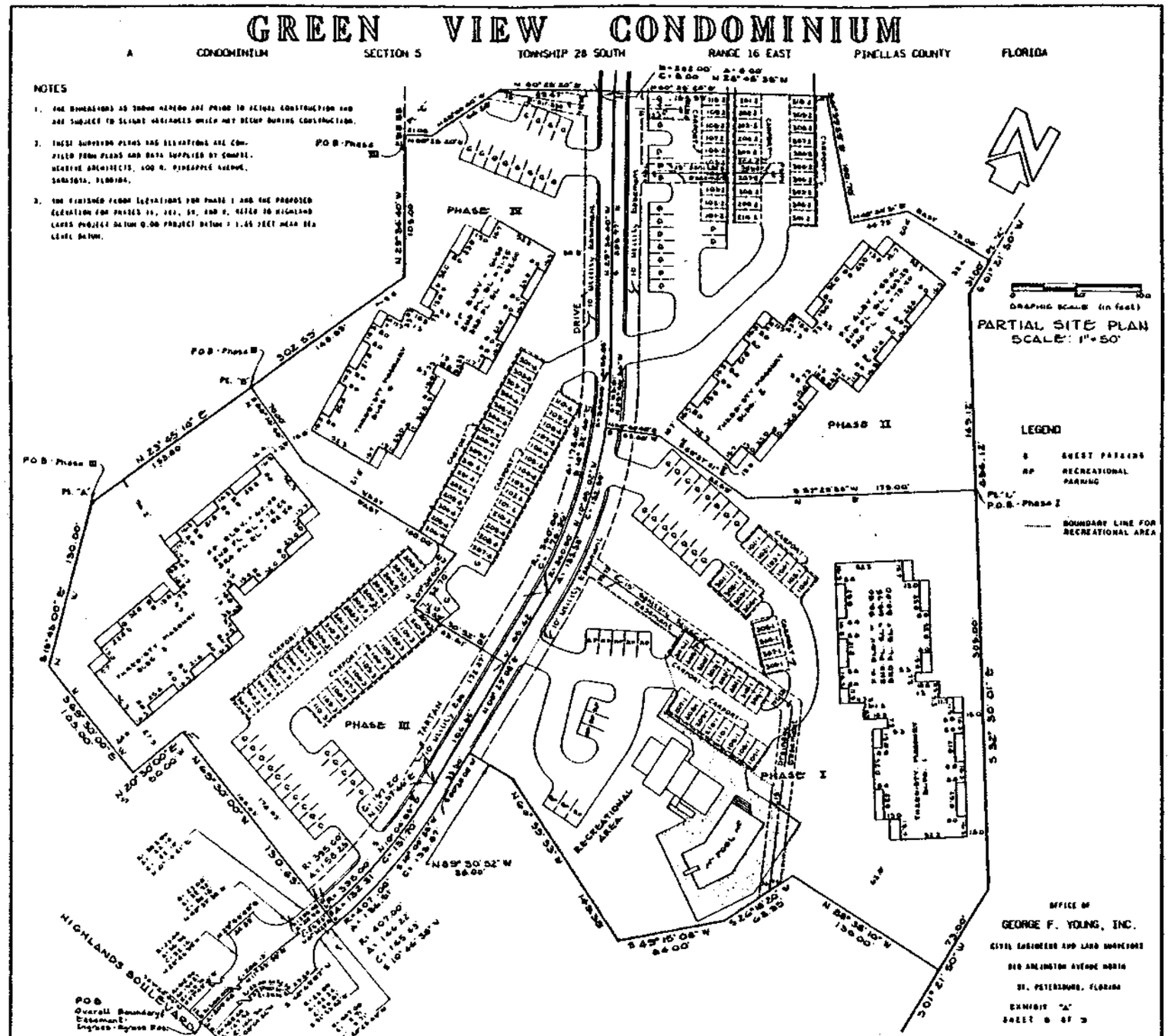
GREEN VIEW CONDOMINIUM
A CONDOMINIUM SECTION 5 TOWNSHIP 28 SOUTH RANGE 16 EAST PINELLAS COUNTY FLORIDA
NOTES
PARTIAL SITE PLAN
SCALE: 1"=50'
LEGEND
GUEST PARKING
RECREATIONAL PARKING
BOUNDARY LINE FOR RECREATIONAL AREA
PHASE I
PHASE II
PHASE III
PHASE IV
RECREATIONAL AREA
HIGHLANDS BOULEVARD
OFFICE OF
GEORGE F. YOUNG, INC.
CIVIL ENGINEERS AND LAND SURVEYORS
ST. PETERSBURG, FLORIDA
EXHIBIT "A"

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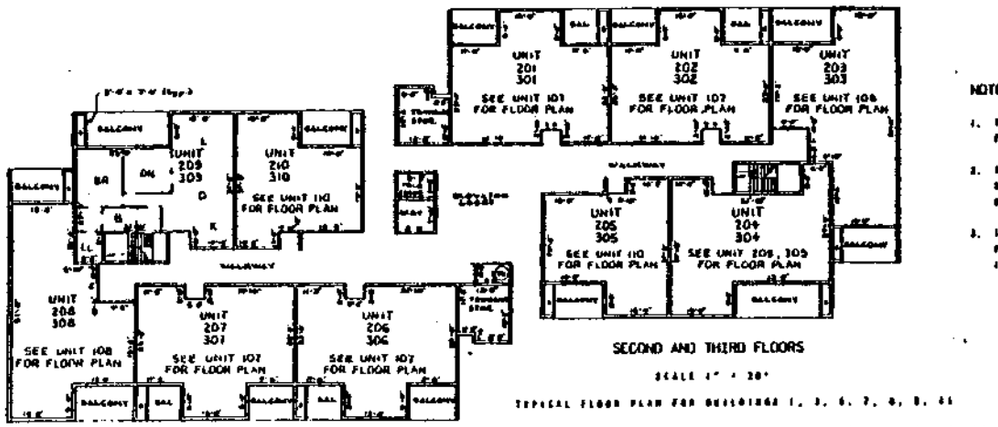
GREEN VIEW CONDOMINIUM

A CONDOMINIUM SECTION 5 TOWNSHIP 28 SOUTH RANGE 16 EAST PINELLAS COUNTY FLORIDA



SECOND AND THIRD FLOORS

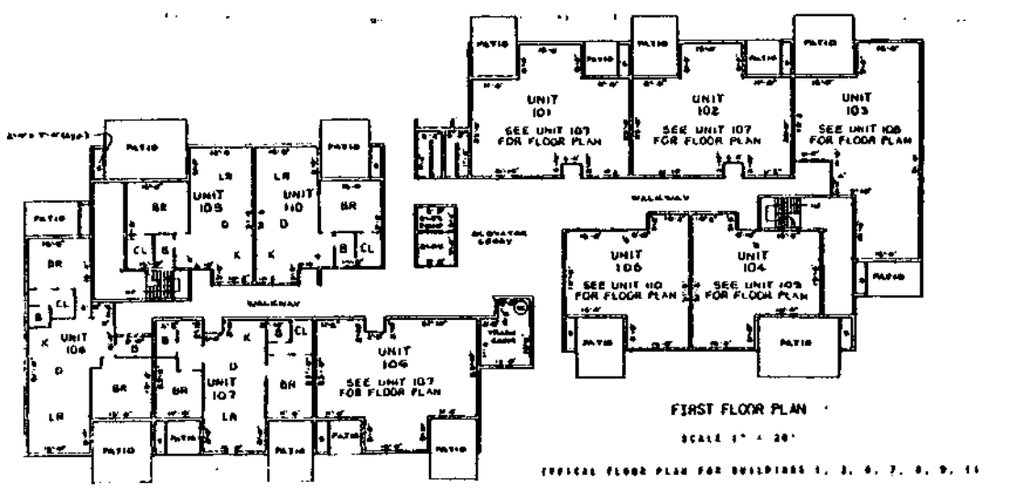
SCALE 1" = 20'

TYPICAL FLOOR PLAN FOR BUILDINGS 1, 3, 6, 7, 8, 9, 11

TYPICAL FLOOR PLAN REVERSED FOR BUILDINGS 2, 4, 5, 10, 12

NOTES

1. THE BOUNDARIES OF THE UNITS ARE THE INNER UNFINISHED SURFACES OF THE PERIMETER WALLS, FLOORS, AND CEILINGS.
2. THE DIMENSIONS AS SHOWN HEREON ARE PRIOR TO ACTUAL CONSTRUCTION AND ARE SUBJECT TO SLIGHT VARIANCES WHICH MAY OCCUR DURING CONSTRUCTION.
3. THESE CONDOMINIUM PLANS AND ELEVATIONS ARE COMPILED FROM PLANS AND DATA SUPPLIED BY COMPREHENSIVE ARCHITECTS, 100 N. PINEAPPLE AVENUE, SARASOTA, FLORIDA.



FIRST FLOOR PLAN

SCALE 1" = 20'

TYPICAL FLOOR PLAN FOR BUILDINGS 1, 3, 6, 7, 8, 9, 11

TYPICAL FLOOR PLAN REVERSED FOR BUILDINGS 2, 4, 5, 10, 12

LEGEND

	6" WALL
	8" WALL
	4" WALL
LC	LINEN CLOSET
LR	LIVING ROOM
D	DINING AREA
BR	BEDROOM
K	KITCHEN
B	BATH
CL	CLOSET
DR	DEN

OFFICE OF

GEORGE F. YOUNG, INC

CIVIL ENGINEERS AND LAND SURVEYORS

310 ARLINGTON AVENUE NORTH

ST. PETERSBURG, FLORIDA

EXHIBIT "A"

SHEET 5 OF 7

GREEN VIEW CONDOMINIUM ASSOCIATION, INC.

MANAGEMENT CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, A. D. 19____, by and between SOUTHWEST MANAGEMENT, INC., a Florida corporation (hereinafter referred to as "Manager") and GREEN VIEW CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit (hereinafter referred to as "Association").

W I T N E S S E T H :

WHEREAS, Association is the governing body for GREEN VIEW CONDOMINIUM, whose mailing address is One Countryside Office Park, Suite 300, Clearwater, Florida, 33515; and

WHEREAS, Manager is a Florida corporation duly organized to manage and operate condominiums on behalf of Association; and

WHEREAS, the parties want to insure the proper and uniform maintenance, management and operation of the condominium by Manager until control transferred to the unit owners as provided in Section 24 of the By-Laws of the Association, and thereafter at the option of the Association for such additional time as is provided for herein; and

WHEREAS, the parties desire to provide for the maintenance and operation of the condominium by Manager.

NOW THEREFORE, in consideration of the mutual covenants between the parties running and One ($1.00) Dollar, each to the other in hand paid, the parties covenant and agree as follows:

NOW THEREFORE, in consideration of the mutual covenants running between the parties and One ($1.00) Dollar, each to the other in hand paid, the parties covenant and agree as follows:

I.

That the Association hereby employs manager to manage the condominium and to render certain services to the Association, all as provided for herein, and agrees to pay for said management and services the sums more particularly set forth herein. Manager agrees to manage the properties and render the services, and to receive as payment therefore the moneys hereinafter provided for.

II.

The term of this Agreement shall be for a term commencing on the first of the month immediately following the recording of the Declaration of Condominium and continue for a period of three (3) years or until one (1) year after the date on which the last phase of the condominium is added, whichever shall be the later. Thereafter the term shall be automatically extended year to year provided however that either party may cancel this Agreement upon written notice to the other party given thirty (30) days prior to the end of the original term or any successive annual period thereafter. In no event shall this contract be cancellable during the initial term, except for gross neglect or mismanagement, or if same becomes cancellable by reason of law.

III.

Duties of Manager:

Manager shall prepare and submit to the Association an annual operating budget for its approval. Manager shall as the agent of the Association, collect from each of the unit owners their respective monthly maintenance assessment for common expenses and deposit same in a special account to be used for the use and benefit of the Association, all as provided for herein. Manager shall pay from special account or accounts,

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all of the obligations of the Association as provided for in the operating budget, to the extent of the moneys received by it from the Association members. Manager shall submit to the Treasurer of the Association monthly a statement showing all delinquent payments owed by the members, and will prepare and submit to the Treasurer of the Association an annual statement showing all collections and disbursements, together with the balances in the special account, or accounts, and will further prepare and mail all necessary tax and corporation forms required by governmental authorities, except for U. S. corporate income tax returns.

IV.

Among other items, manager shall pay from the special account, or accounts, the following items: all utility bills, if any, incurred by the Association, including electricity, sewer, water and trash; insurance premiums; and the management fee to be paid to Manager pursuant to the terms hereof.

V.

In addition to the above and foregoing, Manager shall further, with Board approval, furnish, supply, render and/or contract for the following services for and on behalf of the Association; residence maintenance; including bulb replacement in the public areas; ground care; necessary legal and accounting services, including payment for preparation of U. S. corporate income tax returns, payroll taxes and workmen's compensation insurance.

In connection with the foregoing and in consideration of the management fee reserved to Manager herein, Manager shall handle and pay bills, render accounts, maintain an office and provide the necessary bookkeeping required in connection with the rendering of the services and management provided for herein.

The records shall be open to inspection by unit owners or their authorized representatives at reasonable times, and written summaries of them shall be supplied at least annually to unit owners or their authorized representatives.

CROUCH & MINER, P. A., ATTORNEYS AT LAW, HALLANDALE, FLORIDA

VI.

Manager shall receive as compensation for its services the sum of $7.00 per month for each unit in the condominium, payable monthly in advance.

VII.

The Association agrees that it will assess its members annually a sum sufficient to equal the annual budget adopted from year to year and will instruct its initial members to commence the payments of their respective assessments to Manager simultaneously with the commencement of this Agreement and will similarly instruct its subsequent members as new phases are added.

In the event at the end of each budget year, the manager has expended less than the total budgeted amount, Manager shall continue to hold such sums for the use and benefit of the Association, and such excess will be taken into consideration in connection with the preparation of the budget for the next ensuing year. Manager agrees to advise and consult with the Directors in connection with the preparation of each annual budget, which budget shall be approved and adopted solely by the Association.

VIII.

All moneys received by Manager pursuant to the terms of this agreement, from the Association members, shall be payable in such manner and to such account as will be designated by the Manager, and be placed in depositories to be selected by manager, with the approval of the Board.

IX.

During the term of this Agreement, Manager with board approval, shall have the exclusive right of hiring, firing and supervising all of the Association's personnel, the selection and supervision of various sub-contractors from time to time needed and the placing of all insurance the Association is required to place or keep in force by its By-Laws, Declaration or Articles of Incorporation.

X.

The parties hereto acknowledge and agree that the Association, as provided in its Declaration of Condominium and By-Laws, has no responsibility to its members for the maintenance and repair of the interior of the individual members apartments; nor the maintenance, repair or replacement of the individual apartment owners fixtures and/or appliances, including the owners air conditioning system (compressor, ducts, vents, etc.) entire electrical system, water supply lines and care and maintenance; nor is the Association responsible for the payment of the utilities individually and separately metered to the respective members apartments; and the parties hereby specifically exclude Manager from any responsibility in connection with the above mentioned items, except that manager agrees that it will seek to aid any member in the enforcement of warranties given by third parties.

The Association agrees to indemnify and save Manager harmless from any and all claims arising in connection with the performance of this Agreement by Manager, as its agent, and in connection therewith agrees to place and carry a liability insurance policy for the joint protection of the Association and Manager.

XI.

Each unit owner shall separately pay any water, sewer and trash individually metered and billed to the respective owner, all taxes levied or assessed against the respective owners, together with any mortgage payments due on mortgages encumbering owners respective units.

XII.

The Association agrees that it will assess the units in a sum sufficient to properly operate and manage the condominium in a first class manner as would be expected of an efficient apartment building operation, together with all sums necessary for the Association to fulfill its obligations under the terms and conditions of the Declaration of Condominium and exhibits thereto.

XIII.

Manager herein reserves the right to assign this Agreement at any time to any of its parent or affiliate corporations engaging in condominium and rental apartment building management.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Barbara N. Shepard

Helen M. Sellers

SOUTHWEST MANAGEMENT, INC., a Florida corporation

By: _____
President

Attest: _____
Assistant Secretary

Signed, sealed and delivered in the presence of:

Jean L. Mooney

Barbara N. Shepard

GREEN VIEW CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation

By: _____
President

Attest: _____
Secretary

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ADDENDUM TO GREEN VIEW CONDOMINIUM MANAGEMENT CONTRACT BETWEEN SOUTHWEST MANAGEMENT, INC., A FLORIDA CORPORATION AS MANAGER, AND GREEN VIEW CONDOMINIUM ASSOCIATION, INC. A FLORIDA CORPORATION NOT FOR PROFIT, AS ASSOCIATION

SCHEDULE OF INFORMATION REQUIRED BY SECTION 718.3025 OF THE CONDOMINIUM ACT.

SERVICES TO BE PERFORMED	TIME SCHEDULE	SUPERVISE SERVICE UNDER MANAGEMENT CONTRACT PER UNIT PER MONTH (Approximate)	MINIMUM NUMBER OF PERSONNEL FOR SUPERVISORY SERVICE UNDER MANAGEMENT CONTRACT
Secure, supervise and discharge personnel and contractors to provide for the maintenance of the common elements of the condominium.	as required	$3.00	one part-time
Keep books and records pertaining to the Association.	continual basis	$1.60	one part-time employee
Place insurance coverage	annually	.25	one part-time manager.
Collect and deposit monthly assessments.	monthly	.25	one part-time employee.
Pay obligations and expenses of the Association.	semi-monthly	.65	one part-time employee.
Prepare operating budget	annually	.75	one part-time manager.
Furnish monthly delinquent statement; furnish annual operating statement	monthly; annually	.25	one part-time employee
File annual reports and tax forms required by federal agencies.	as dictated by government agencies	.25	one part-time employee

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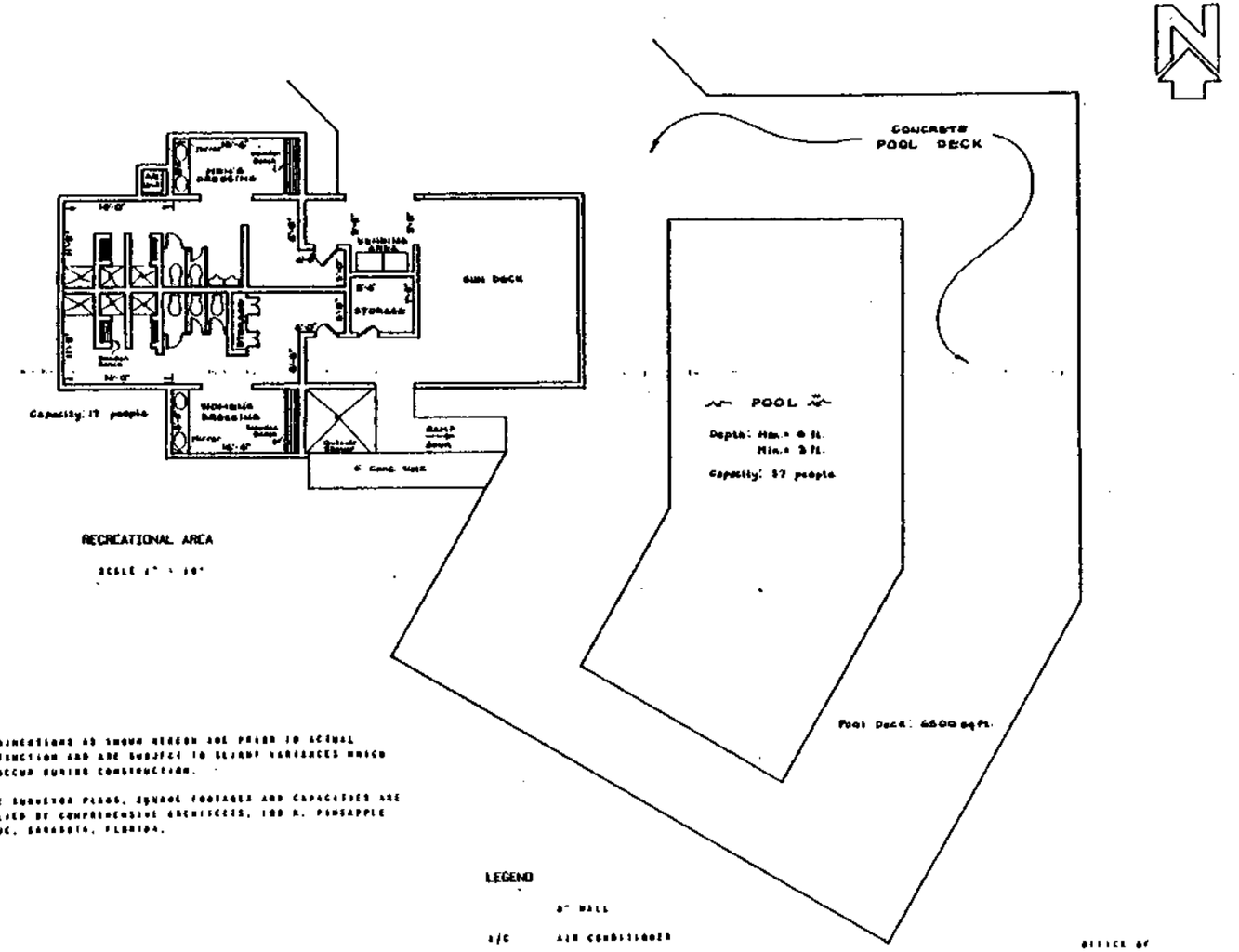
EXHIBIT "B"

GREEN VIEW CONDOMINIUM

A CONDOMINIUM SECTION 5 TOWNSHIP 28 SOUTH RANGE 16 EAST PINELLAS COUNTY FLORIDA



RECREATIONAL AREA

SCALE 1" = 10'

NOTES:

1. THE DIMENSIONS AS SHOWN HEREON ARE PRIOR TO ACTUAL CONSTRUCTION AND ARE SUBJECT TO SLIGHT VARIANCES WHICH MAY OCCUR DURING CONSTRUCTION.
2. THESE SURVEYOR PLANS, SQUARE FOOTAGES AND CAPACITIES ARE SUPPLIED BY COMPREHENSIVE ARCHITECTS, 100 N. PINEAPPLE AVENUE, SARASOTA, FLORIDA.

LEGEND

8" WALL

A/C AIR CONDITIONER

OFFICE OF

GEORGE F. YOUNG, INC.

CIVIL ENGINEERS AND LAND SURVEYORS

869 ARLINGTON AVENUE NORTH

ST. PETERSBURG, FLORIDA

EXHIBIT "B"
SHEET 1 OF 1

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DESCRIPTION AND NUMBER OF ITEMS OF PERSONAL PROPERTY FOR THE HIGHLAND LAKES RECREATIONAL FACILITY THAT DEVELOPER IS COMMITTING TO FURNISH.

36 Chairs

2 Wing chairs

7 Dining size tables

12 End tables

4 Sofas

Developer committed the sum of $50,000 to purchase personal property for the Adult Community Center, when completed. The Adult Community Center was completed on January 1, 1979, and Developer has expended the sum of $50,000 to purchase the personal property located thereon.

Exhibit "C"

GREEN VIEW - PHASE I
ANNUAL OPERATING BUDGET

	30 UNITS		(8) 1B/1B 2.607%		(4) 1B/1½B 3.370%		(12) 2B/2B 3.494%		(6) Deluxe 3.956%	
	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY
1. EXPENSES OF ASSOCIATION										
A. Administration of Association										
1. Legal	$ 90.00	$ 7.50	$ 2.40	$ .20	$ 3.00	$ .25	$ 3.12	$ .26	$ 3.60	$ .30
2. Office Expense	90.00	7.50	2.40	.20	3.00	.25	3.12	.26	3.60	.30
B. Management Fee	2,520.00	210.00	65.76	5.48	84.96	7.08	88.08	7.34	99.60	8.30
C. Maintenance (Building)	1,080.00	90.00	28.20	2.35	36.36	3.03	37.68	3.14	42.72	3.56
D. Rent for Recreational Facility	-0-	-0-								
Maintenance Exp. for Rec. Facility	1,249.20	104.10	32.52	2.71	42.12	3.51	43.68	3.64	49.44	4.12
E. Taxes Upon Association Property - Assessed & Payable Individually	-0-	-0-								
F. Taxes Upon Leased Property	-0-	-0-								
G. Insurance	1,568.52	130.71	40.80	3.40	52.92	4.41	54.72	4.56	62.04	5.17
H. Security Provisions	-0-	-0-								
I. Other Expenses										
1. Water	2,368.80	197.40	61.80	5.15	79.80	6.65	82.80	6.90	93.72	7.81
2. Sewer	2,984.40	248.70	77.76	6.48	100.56	8.38	104.28	8.69	118.08	9.84
3. Trash	900.00	75.00	23.52	1.96	30.36	2.53	31.44	2.62	35.64	2.97
4. Electric Power (Outside)	540.00	45.00	14.04	1.17	18.24	1.52	18.84	1.57	21.36	1.78
5. Ground Care	9,000.00	750.00	234.60	19.55	303.36	25.28	314.52	26.21	356.04	29.67
J. Operating Capital	-0-	-0-								
K. Reserve for Deferred Maintenance										
1. Roofs	990.00	82.50	25.80	2.15	33.36	2.78	34.56	2.88	39.12	3.26
2. Paving	414.00	34.50	10.80	.90	13.92	1.16	14.52	1.21	16.32	1.36
3. Painting	1,620.00	135.00	42.24	3.52	54.60	4.55	56.64	4.72	64.08	5.34
L. Filing Fee	15.00	1.25	.36	.03	.48	.04	.48	.04	.60	.05
2. EXPENSES OF UNIT OWNER		2119.16								
1. Rent for Unit (Land Lease)	-0-	-0-								
2. Rent for Recreation Lease	-0-	-0-								
3. Highland Lakes Homeowners Asso.	5,400.00	450.00	180.00	15.00	180.00	15.00	180.00	15.00	180.00	15.00
TOTAL OPERATING EXPENSES	$30,829.92	$ 2,569.16	$ 843.00	70.25	$1,037.04	$ 86.42	$1,068.48	$ 89.04	$1,185.96	$ 98.83

The above schedule of Common Expenses does not include ad valorem taxes which will be separately assessed to, and payable by, the respective condominium parcel owners.

DEVELOPER MAY BE IN CONTROL OF THE BOARD OF ADMINISTRATION OF THE CONDOMINIUM (OR COOPERATIVE) DURING THE PERIOD OF OPERATION FOR WHICH THIS BUDGET HAS BEEN RENDERED.

Exhibit "D"

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GREEN VIEW - PHASES I & II
ANNUAL OPERATING BUDGET

	60 UNITS		(16) 1B/1B 1.304%		(8) 1B/1½B 1.684%		(24) 2B/2B 1.747%		(12) Deluxe 1.978%	
	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY
1. EXPENSES OF ASSOCIATION										
A. Administration of Association										
1. Legal	$ 180.00	$ 15.00	$ 2.40	$ .20	$ 3.00	$ .25	$ 3.12	$ .26	$ 3.60	$ .30
2. Office Expense	180.00	15.00	2.40	.20	3.00	.25	3.12	.26	3.60	.30
B. Management Fee	5,040.00	420.00	65.76	5.48	84.96	7.08	88.08	7.34	99.60	8.30
C. Maintenance (Building)	2,160.00	180.00	28.20	2.35	36.36	3.03	37.68	3.14	42.72	3.56
D. Rent for Recreational Facility	-0-	-0-								
Maintenance Exp. for Rec. Facility	2,498.40	208.20	32.52	2.71	42.12	3.51	43.68	3.64	49.44	4.12
E. Taxes Upon Association Property - Assessed & Payable Individually	-0-	-0-								
F. Taxes Upon Leased Property	-0-	-0-								
G. Insurance	3,137.04	261.42	40.80	3.40	52.92	4.41	54.72	4.56	62.04	5.17
H. Security Provisions	-0-	-0-								
I. Other Expenses	-0-									
1. Water	4,737.60	394.80	61.80	5.15	79.80	6.65	82.80	6.90	93.72	7.81
2. Sewer	5,968.80	497.40	77.76	6.48	100.56	8.38	104.28	8.69	118.08	9.8
3. Trash	1,800.00	150.00	23.52	1.96	30.36	2.53	31.44	2.62	35.64	2.97
4. Electric Power (Outside)	1,080.00	90.00	14.04	1.17	18.24	1.52	18.84	1.57	21.36	1.78
5. Ground Care	18,000.00	1,500.00	234.60	19.55	303.36	25.28	314.52	26.21	356.04	29.67
J. Operating Capital	-0-	-0-								
K. Reserve for Deferred Maintenance										
1. Roofs	1,980.00	165.00	25.80	2.15	33.36	2.78	34.56	2.88	39.12	3.26
2. Paving	828.00	69.00	10.80	.90	13.92	1.16	14.52	1.21	16.32	1.36
3. Painting	3,240.00	270.00	42.24	3.52	54.60	4.55	56.64	4.72	64.08	5.34
L. Filing Fee	30.00	2.50	.36	.03	.48	.04	.48	.04	.60	.05
2. EXPENSES OF UNIT OWNER										
1. Rent for Unit (Land Lease)	-0-	-0-								
2. Rent for Recreation Lease	-0-	-0-								
3. Highland Lakes Homeowners Asso.	10,800.00	900.00	180.00	15.00	180.00	15.00	180.00	15.00	180.00	15.00
TOTAL OPERATING EXPENSES	$61,662.24	$ 5,138.32	$ 843.00	70.25	$1,037.04	$ 86.42	$1,068.48	$ 89.04	$1,185.96	$ 98.83

The above schedule of Common Expenses does not include ad valorem taxes which will be separately assessed to, and payable by, the respective condominium parcel owners.

DEVELOPER MAY BE IN CONTROL OF THE BOARD OF ADMINISTRATION OF THE CONDOMINIUM (OR COOPERATIVE) DURING THE PERIOD OF OPERATION FOR WHICH THIS BUDGET HAS BEEN RENDERED.

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GREEN VIEW - PHASES I THROUGH VII
ANNUAL OPERATING BUDGET

	210 UNITS		(56) 1B/1B .3725%		(28) 1B/1½B .4814%		(84) 2B/2B .4992%		(22) Deluxe @ .5650% (20) Deluxe @ .5649%	
	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY
1. EXPENSES OF ASSOCIATION										
A. Administration of Association										
1. Legal	$ 630.00	$ 52.50	$ 2.40	$ .20	$ 3.00	$ .25	$ 3.12	$ .26	$ 3.60	$ .30
2. Office Expense	630.00	52.50	2.40	.20	3.00	.25	3.12	.26	3.60	.30
B. Management Fee	17,640.00	1,470.00	65.76	5.48	84.96	7.08	88.08	7.34	99.60	8.30
C. Maintenance (Building)	7,560.00	630.00	28.20	2.35	36.36	3.03	37.68	3.14	42.72	3.56
D. Rent for Recreational Facility	-0-	-0-								
Maintenance Exp. for Rec. Facility	8,744.40	728.70	32.52	2.71	42.12	3.51	43.68	3.64	49.44	4.12
E. Taxes Upon Association Property - Assessed & Payable Individually	-0-	-0-								
F. Taxes Upon Leased Property	-0-	-0-								
G. Insurance	10,979.64	914.97	40.80	3.40	52.92	4.41	54.72	4.56	62.04	5.17
H. Security Provisions	-0-	-0-								
I. Other Expenses										
1. Water	16,581.60	1,381.80	61.80	5.15	79.80	6.65	82.80	6.90	93.72	7.81
2. Sewer	20,890.80	1,740.90	77.76	6.48	100.56	8.38	104.28	8.69	118.08	9.84
3. Trash	6,300.00	525.00	23.52	1.96	30.36	2.53	31.44	2.62	35.64	2.97
4. Electric Power (Outside)	3,780.00	315.00	14.04	1.17	18.24	1.52	18.84	1.57	21.36	1.78
5. Ground Care	63,000.00	5,250.00	234.60	19.55	303.36	25.28	314.52	26.21	356.04	29.67
J. Operating Capital	-0-	-0-								
K. Reserve for Deferred Maintenance										
1. Roofs	6,930.00	577.50	25.80	2.15	33.36	2.78	34.56	2.88	39.12	3.26
2. Paving	2,898.00	241.50	10.80	.90	13.92	1.16	14.52	1.21	16.32	1.36
3. Painting	11,340.00	945.00	42.24	3.52	54.60	4.55	56.64	4.72	64.08	5.34
L. Filing Fee	105.00	8.75	.36	.03	.48	.04	.48	.04	.60	.05
2. EXPENSES OF UNIT OWNER										
1. Rent for Unit (Land Lease)	-0-	-0-								
2. Rent for Recreation Lease	-0-	-0-								
3. Highland Lakes Homeowners Asso.	37,800.00	3,150.00	180.00	15.00	180.00	15.00	180.00	15.00	180.00	15.00
TOTAL OPERATING EXPENSES	$215,809.44	$17,984.12	$ 843.00	70.25	$1,037.04	$ 86.42	$1,068.48	$ 89.04	$1,185.96	$ 98.83

The above schedule of Common Expenses does not include ad valorem taxes which will be separately assessed to, and payable by, the respective condominium parcel owners.

DEVELOPER MAY BE IN CONTROL OF THE BOARD OF ADMINISTRATION OF THE CONDOMINIUM (OR COOPERATIVE) DURING THE PERIOD OF OPERATION FOR WHICH THIS BUDGET HAS BEEN RENDERED.

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GREEN VIEW - PHASES I THROUGH VIII
ANNUAL OPERATING BUDGET

	240 UNITS		(64) 1B/1B .3259%		(32) 1B/1½B .4212%		(96) 2B/2B .4368%		(48) Deluxe .4944%	
	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY
1. EXPENSES OF ASSOCIATION										
A. Administration of Association										
1. Legal	$ 720.00	$ 60.00	$ 2.40	$ .20	$ 3.00	$ .25	$ 3.12	$ .26	$ 3.60	$ .30
2. Office Expense	720.00	60.00	2.40	.20	3.00	.25	3.12	.26	3.60	.30
B. Management Fee	20,160.00	1,680.00	65.76	5.48	84.96	7.08	88.08	7.34	99.60	8.30
C. Maintenance (Building)	8,640.00	720.00	28.20	2.35	36.36	3.03	37.68	3.14	42.72	3.56
D. Rent for Recreational Facility	-0-	-0-								
Maintenance Exp. for Rec. Facility	9,993.60	832.80	32.52	2.71	42.12	3.51	43.68	3.64	49.44	4.12
E. Taxes Upon Association Property - Assessed & Payable Individually	-0-	-0-								
F. Taxes Upon Leased Property	-0-	-0-								
G. Insurance	12,548.16	1,045.68	40.80	3.40	52.92	4.41	54.72	4.56	62.04	5.17
H. Security Provisions	-0-	-0-								
I. Other Expenses										
1. Water	18,950.40	1,579.20	61.80	5.15	79.80	6.65	82.80	6.90	93.72	7.81
2. Sewer	23,875.20	1,989.60	77.76	6.48	100.56	8.38	104.28	8.69	118.08	9.84
3. Trash	7,200.00	600.00	23.52	1.96	30.36	2.53	31.44	2.62	35.64	2.97
4. Electric Power (Outside)	4,320.00	360.00	14.04	1.17	18.24	1.52	18.84	1.57	21.36	1.78
5. Ground Care	72,000.00	6,000.00	234.60	19.55	303.36	25.28	314.52	26.21	356.04	29.67
J. Operating Capital	-0-	-0-								
K. Reserve for Deferred Maintenance										
1. Roofs	7,920.00	660.00	25.80	2.15	33.36	2.78	34.56	2.88	39.12	3.26
2. Paving	3,312.00	276.00	10.80	.90	13.92	1.16	14.52	1.21	16.32	1.36
3. Painting	12,960.00	1,080.00	42.24	3.52	54.60	4.55	56.64	4.72	64.08	5.34
L. Filing Fee	120.00	10.00	.36	.03	.48	.04	.48	.04	.60	.05
2. EXPENSES OF UNIT OWNER										
1. Rent for Unit (Land Lease)	-0-	-0-								
2. Rent for Recreation Lease	-0-	-0-								
3. Highland Lakes Homeowners Asso.	43,200.00	3,600.00	180.00	15.00	180.00	15.00	180.00	15.00	180.00	15.00
TOTAL OPERATING EXPENSES	$246,639.36	$20,553.28	$ 843.00	70.25	$1,037.04	$ 86.42	$1,068.48	$ 89.04	$1,185.96	$ 98.83

The above schedule of Common Expenses does not include ad valorem taxes which will be separately assessed to, and payable by, the respective condominium parcel owners.

DEVELOPER MAY BE IN CONTROL OF THE BOARD OF ADMINISTRATION OF THE CONDOMINIUM (OR COOPERATIVE) DURING THE PERIOD OF OPERATION FOR WHICH THIS BUDGET HAS BEEN RENDERED.

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GREEN VIEW - PHASES I THROUGH IX
ANNUAL OPERATING BUDGET

	270 UNITS		(72) 1B/1B .2897%		(36) 1B/1½B .3745%		(108) 2B/2B .3882%		(44) Deluxe @ .4395% (10) Deluxe @ .4396%	
	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY
1. EXPENSES OF ASSOCIATION										
A. Administration of Association										
1. Legal	$ 810.00	$ 67.50	$ 2.40	$ .20	$ 3.00	$ .25	$ 3.12	$ .26	$ 3.60	$ .30
2. Office Expense	810.00	67.50	2.40	.20	3.00	.25	3.12	.26	3.60	.30
B. Management Fee	22,680.00	1,890.00	65.76	5.48	84.96	7.08	88.08	7.34	99.60	8.30
C. Maintenance (Building)	9,720.00	810.00	28.20	2.35	36.36	3.03	37.68	3.14	42.72	3.56
D. Rent for Recreational Facility	-0-	-0-								
Maintenance Exp. for Rec. Facility	11,242.80	936.90	32.52	2.71	42.12	3.51	43.68	3.64	49.44	4.12
E. Taxes Upon Association Property - Assessed & Payable Individually	-0-	-0-								
F. Taxes Upon Leased Property	-0-	-0-								
G. Insurance	14,116.68	1,176.39	40.80	3.40	52.92	4.41	54.72	4.56	62.04	5.17
H. Security Provisions	-0-	-0-								
I. Other Expenses										
1. Water	21,319.20	1,776.60	61.80	5.15	79.80	6.65	82.80	6.90	93.72	7.81
2. Sewer	26,859.60	2,238.30	77.76	6.48	100.56	8.38	104.28	8.69	118.08	9.84
3. Trash	8,100.00	675.00	23.52	1.96	30.36	2.53	31.44	2.62	35.64	2.97
4. Electric Power (Outside)	4,860.00	405.00	14.04	1.17	18.24	1.52	18.84	1.57	21.36	1.78
5. Ground Care	81,000.00	6,750.00	234.60	19.55	303.36	25.28	314.52	26.21	356.04	29.67
J. Operating Capital	-0-	-0-								
K. Reserve for Deferred Maintenance										
1. Roofs	8,910.00	742.50	25.80	2.15	33.36	2.78	34.56	2.88	39.12	3.26
2. Paving	3,726.00	310.50	10.80	.90	13.92	1.16	14.52	1.21	16.32	1.36
3. Painting	14,580.00	1,215.00	42.24	3.52	54.60	4.55	56.64	4.72	64.08	5.34
L. Filing Fee	135.00	11.25	.36	.03	.48	.04	.48	.04	.60	.05
2. EXPENSES OF UNIT OWNER										
1. Rent for Unit (Land Lease)	-0-	-0-								
2. Rent for Recreation Lease	-0-	-0-								
3. Highland Lakes Homeowners Asso.	48,600.00	4,050.00	180.00	15.00	180.00	15.00	180.00	15.00	180.00	15.00
TOTAL OPERATING EXPENSES	$277,469.28	$23,122.44	$ 843.00	70.25	$1,037.04	$ 86.42	$1,068.48	$ 89.04	$1,185.96	$ 98.83

The above schedule of Common Expenses does not include ad valorem taxes which will be separately assessed to, and payable by, the respective condominium parcel owners.

DEVELOPER MAY BE IN CONTROL OF THE BOARD OF ADMINISTRATION OF THE CONDOMINIUM (OR COOPERATIVE) DURING THE PERIOD OF OPERATION FOR WHICH THIS BUDGET HAS BEEN RENDERED.

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GREEN VIEW - PHASES I THROUGH X
ANNUAL OPERATING BUDGET

	300 UNITS		(80) 1B/1B .2607%		(40) 1B/1½B .3370%		(120) 2B/2B .3494%		(60) Deluxe .3956%	
	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY
1. EXPENSES OF ASSOCIATION										
A. Administration of Association										
1. Legal	$ 900.00	$ 75.00	$ 2.40	$ .20	$ 3.00	$ .25	$ 3.12	$ .26	$ 3.60	$ .30
2. Office Expense	900.00	75.00	2.40	.20	3.00	.25	3.12	.26	3.60	.30
B. Management Fee	25,200.00	2,100.00	65.76	5.48	84.96	7.08	88,08	7.34	99.60	8.30
C. Maintenance (Building)	10,800.00	900.00	28.20	2.35	36.36	3.03	37.68	3.14	42.72	3.56
D. Rent for Recreational Facility	-0-	-0-								
Maintenance Exp. for Rec. Facility	12,492.00	1,041.00	32.52	2.71	42.12	3.51	43.68	3.64	49.44	4.12
E. Taxes Upon Association Property - Assessed & Payable Individually	-0-	-0-								
F. Taxes Upon Leased Property	-0-	-0-								
G. Insurance	15,685.20	1,307.10	40.80	3.40	52.92	4.41	54.72	4.56	62.04	5.17
H. Security Provisions	-0-	-0-								
I. Other Expenses										
1. Water	23,688.00	1,974.00	61.80	5.15	79.80	6.65	82.80	6.90	93.72	7.81
2. Sewer	29,844.00	2,487.00	77.76	6.48	100.56	8.38	104.28	8.69	118.08	9.84
3. Trash	9,000.00	750.00	23.52	1.96	30.36	2.53	31.44	2.62	35.64	2.97
4. Electric Power (Outside)	5,400.00	450.00	14.04	1.17	18.24	1.52	18.84	1.57	21.36	1.78
5. Ground Care	90,000.00	7,500.00	234.60	19.55	303.36	25.28	314.52	26.21	356.04	29.67
J. Operating Capital	-0-	-0-								
K. Reserve for Deferred Maintenance										
1. Roofs	9,900.00	825.00	25.80	2.15	33.36	2.78	34.56	2.88	39.12	3.26
2. Paving	4,140.00	345.00	10.80	.90	13.92	1.16	14.52	1.21	16.32	1.36
3. Painting	16,200.00	1,350.00	42.24	3.52	54.60	4.55	56.64	4.72	64.08	5.34
L. Filing Fee	150.00	12.50	.36	.03	.48	.04	.48	.04	.60	.05
2. EXPENSES OF UNIT OWNER										
1. Rent for Unit (Land Lease)	-0-	-0-								
2. Rent for Recreation Lease	-0-	-0-								
3. Highland Lakes Homeowners Asso.	54,000.00	4,500.00	180.00	15.00	180.00	15.00	180.00	15.00	180.00	15.00
TOTAL OPERATING EXPENSES	$308,299.20	$25,691.60	$ 843.00	70.25	$1,037.04	$ 86.42	$1,068.48	$ 89.04	$1,185.96	$ 98.83

The above schedule of Common Expenses does not include ad valorem taxes which will be separately assessed to, and payable by, the respective condominium parcel owners.

DEVELOPER MAY BE IN CONTROL OF THE BOARD OF ADMINISTRATION OF THE CONDOMINIUM (OR COOPERATIVE) DURING THE PERIOD OF OPERATION FOR WHICH THIS BUDGET HAS BEEN RENDERED.

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GREEN VIEW - PHASES I THROUGH XI
ANNUAL OPERATING BUDGET

	330 UNITS		(88) 1B/1B .2370%		(44) 1B/1½B .3064%		(132) 2B/2B .3176%		(56) Deluxe @ .3597% (10) Deluxe @ .3596%	
	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY
I. EXPENSES OF ASSOCIATION										
A. Administration of Association										
1. Legal	$ 990.00	$ 82.50	$ 2.40	$ .20	$ 3.00	$ .25	$ 3.12	$ .26	$ 3.60	$ .30
2. Office Expense	990.00	82.50	2.40	.20	3.00	.25	3.12	.26	3.60	.30
B. Management Fee	27,720.00	2,310.00	65.76	5.48	84.96	7.08	88.08	7.34	99.60	8.30
C. Maintenance (Building)	11,880.00	990.00	28.20	2.35	36.36	3.03	37.68	3.14	42.72	3.56
D. Rent for Recreational Facility	-0-	-0-								
Maintenance Exp. for Rec. Facility	13,741.20	1,145.10	32.52	2.71	42.12	3.51	43.68	3.64	49.44	4.12
E. Taxes Upon Association Property - Assessed & Payable Individually	-0-	-0-								
F. Taxes Upon Leased Property	-0-	-0-								
G. Insurance	17,253.72	1,437.81	40.80	3.40	52.92	4.41	54.72	4.56	62.04	5.17
H. Security Provisions	-0-	-0-								
I. Other Expenses										
1. Water	26,056.80	2,171.40	61.80	5.15	79.80	6.65	82.80	6.90	93.72	7.81
2. Sewer	32,828.40	2,735.70	77.76	6.48	100.56	8.38	104.28	8.69	118.08	9.84
3. Trash	9,900.00	825.00	23.52	1.96	30.36	2.53	31.44	2.62	35.64	2.97
4. Electric Power (Outside)	5,940.00	495.00	14.04	1.17	18.24	1.52	18.84	1.57	21.36	1.78
5. Ground Care	99,000.00	8,250.00	234.60	19.55	303.36	25.28	314.52	26.21	356.04	29.67
J. Operating Capital	-0-	-0-								
K. Reserve for Deferred Maintenance										
1. Roofs	10,890.00	907.50	25.80	2.15	33.36	2.78	34.56	2.88	39.12	3.26
2. Paving	4,554.00	379.50	10.80	.90	13.92	1.16	14.52	1.21	16.32	1.36
3. Painting	17,820.00	1,485.00	42.24	3.52	54.60	4.55	56.64	4.72	64.08	5.34
L. Filing Fee	165.00	13.75	.36	.03	.48	.04	.48	.04	.60	.05
II. EXPENSES OF UNIT OWNER										
1. Rent for Unit (Land Lease)	-0-	-0-								
2. Rent for Recreation Lease	-0-	-0-								
3. Highland Lakes Homeowners Asso.	59,400.00	4,950.00	180.00	15.00	180.00	15.00	180.00	15.00	180.00	15.00
TOTAL OPERATING EXPENSES	$339,129.12	$28,260.76	$ 843.00	70.25	$1,037.04	$ 86.42	$1,068.48	$ 89.04	$1,185.96	$ 98.83

The above schedule of Common Expenses does not include ad valorem taxes which will be separately assessed to, and payable by, the respective condominium parcel owners.

DEVELOPER MAY BE IN CONTROL OF THE BOARD OF ADMINISTRATION OF THE CONDOMINIUM (OR COOPERATIVE) DURING THE PERIOD OF OPERATION FOR WHICH THIS BUDGET HAS BEEN RENDERED.

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GREEN VIEW - PHASES I THROUGH XII
ANNUAL OPERATING BUDGET

	360 UNITS		(96) 1B/1B .2173		(48) 1B/1½B .2808		(144) 2B/2B .2912		(40) Deluxe @ .3296% (32) Deluxe @ .3295%	
	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTHLY
1. EXPENSES OF ASSOCIATION										
A. Administration of Association										
1. Legal	$ 1,080.00	$ 90.00	$ 2.40	$ .20	$ 3.00	$ .25	$ 3.12	$ .26	$ 3.60	$ .30
2. Office Expense	1,080.00	90.00	2.40	.20	3.00	.25	3.12	.26	3.60	.30
B. Management Fee	30,240.00	2,520.00	65.76	5.48	84.96	7.08	88.08	7.34	99.60	8.30
C. Maintenance (Building)	12,960.00	1,080.00	28.20	2.35	36.36	3.03	37.68	3.14	42.72	3.56
D. Rent for Recreational Facility	-0-	-0-								
Maintenance Exp. for Rec. Facility	14,990.40	1,249.20	32.52	2.71	42.12	3.51	43.68	3.64	49.44	4.12
E. Taxes Upon Association Property - Assessed & Payable Individually	-0-	-0-								
F. Taxes Upon Leased Property	-0-	-0-								
G. Insurance	18,822.24	1,568.52	40.80	3.40	52.92	4.41	54.72	4.56	62.04	5.17
H. Security Provisions	-0-	-0-								
I. Other Expenses										
1. Water	28,425.60	2,368.80	61.80	5.15	79.80	6.65	82.80	6.90	93.72	7.81
2. Sewer	35,812.80	2,984.40	77.76	6.48	100.56	8.38	104.28	8.69	118.08	9.84
3. Trash	10,800.00	900.00	23.52	1.96	30.36	2.53	31.44	2.62	35.64	2.97
4. Electric Power (Outside)	6,480.00	540.00	14.04	1.17	18.24	1.52	18.84	1.57	21.36	1.78
5. Ground Care	108,000.00	9,000.00	234.60	19.55	303.36	25.28	314.52	26.21	356.04	29.67
J. Operating Capital	-0-	-0-								
K. Reserve for Deferred Maintenance										
1. Roofs	11,880.00	990.00	25.80	2.15	33.36	2.78	34.56	2.88	39.12	3.26
2. Paving	4,968.00	414.00	10.80	.90	13.92	1.16	14.52	1.21	16.32	1.36
3. Painting	19,440.00	1,620.00	42.24	3.52	54.60	4.55	56.64	4.72	64.08	5.34
L. Filing Fee	180.00	15.00	.36	.03	.48	.04	.48	.04	.60	.05
2. EXPENSES OF UNIT OWNER										
1. Rent for Unit (Land Lease)	-0-	-0-								
2. Rent for Recreation Lease	-0-	-0-								
3. Highland Lakes Homeowners Asso.	64,800.00	5,400.00	180.00	15.00	180.00	15.00	180.00	15.00	180.00	15.00
TOTAL OPERATING EXPENSES	$369,959.04	$30,829.29	$ 843.00	70.25	$1,037.04	$ 86.42	$1,068.48	$ 89.04	$1,185.96	$ 98.83

The above schedule of Common Expenses does not include ad valorem taxes which will be separately assessed to, and payable by, the respective condominium parcel owners.

DEVELOPER MAY BE IN CONTROL OF THE BOARD OF ADMINISTRATION OF THE CONDOMINIUM (OR COOPERATIVE) DURING THE PERIOD OF OPERATION FOR WHICH THIS BUDGET HAS BEEN RENDERED.

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GREEN VIEW CONDOMINIUM

Purchase Contract

THIS CONTRACT made and entered into this _____ day of _____, A. D. 1980, by and between U. S. HOME CORPORATION, a Delaware corporation authorized to do business in the State of Florida, hereinafter referred to as Seller, and _____

_____

address _____

_____, hereinafter referred to as Purchaser.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503 FLORIDA STATUTES TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

W I T N E S S E T H :

WHEREAS, Seller presently has under construction GREEN VIEW CONDOMINIUM to consist of twelve phases; each of which consists of one building containing 30 units; and

WHEREAS, Seller plans to submit the real property included in each phase when improved to condominium ownership pursuant to the terms and provisions of the condominium act, by the recording of the Declaration hereinafter referred to upon completion of Phase I and amendments to the Declaration to include each additional phase as completed; and

WHEREAS, Seller estimates, but does not guarantee, the Purchaser's unit will be completed and ready for occupancy on or about _____, said date being subject to the terms and conditions set forth in paragraph 4 below.

NOW THEREFORE, in consideration of the mutual covenants contained herein and the deposit paid by Purchaser to Seller, the parties covenant and agree as follows:

1. Seller agrees to sell and Purchaser agrees to purchase:

That certain Condominium Parcel composed of Unit No. _____ and the undivided interest or share in the common elements appurtenant thereto in accordance with and subject to the covenants, conditions, restrictions, easements, terms and other provisions of the unrecorded Declaration of Condominium of GREEN VIEW CONDOMINIUM. The Declaration shall be recorded in the Public Records of Pinellas County, Florida upon completion of the improvements as provided herein above.

2. THE TERMS AND CONDITIONS OF SALE ARE AS FOLLOWS:

Total Purchase Price		$_____
Deposit	$_____	
Remainder of down payment (due on or before _____)	$_____	
Mortgage	$_____	$_____
Balance due Seller on Closing *		$_____

In the event Purchaser elects to take a mortgage, Purchaser agrees to make immediate application for same and execute all documents required by the lending institution to secure same. In the event Purchaser's application is not approved, Seller shall forthwith return to Purchaser the deposit, and both parties hereto shall be relieved of all responsibility or liability hereunder. In the event this sale does not involve a mortgage, or if a mortgage is involved and purchaser's application is approved, then in either event Purchaser shall complete and consummate this Agreement in accordance with the terms hereof; otherwise, all sums paid by Purchaser hereunder shall be retained by Seller as liquidated and agreed damages, and this Agreement shall be null and void. All mortgage costs shall be paid by Purchaser, including a mortgagee's title policy at card rate, if required by the lending institution.

3. THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503 FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

4. Subject to Paragraph 3 of this Contract, this transaction will be closed within ten (10) days after notification from the Seller to the Purchaser, which notice shall set forth the exact time, date and place of the closing. In the event that Seller incurs any delays in construction beyond its control, including but not limited to acts of God, strikes, or inability to obtain materials, the estimated completion date set forth on page 1 of this Purchase Contract shall be extended. The passing of the condominium deed shall be deemed conclusive evidence of the completion of said condominium unit. Such closing date will follow the issuance of a certificate of occupancy for the building in which the Purchaser's apartment unit is located. Such certificate to be deemed conclusive evidence of the

* Less the assigned proceeds of a mortgage, if not already reflected above and together with prepaid items, prorations and extras, if any.

completion of the apartment building substantially in accordance with the plans and specifications thereof on file with the Pinellas County Building Department. Notwithstanding the foregoing, Purchaser shall not be required to close within fifteen (15) days after the execution hereof, or fifteen (15) days after delivering to him the Prospectus and exhibits, as required by 718.504 of the Condominium Act, whichever shall be the later date.

5. Seller has or will provide Purchaser with a copy of the Prospectus for Green View Condominium. The Prospectus includes as Exhibits: (a) copy of Declaration of Condominium Creating Green View Condominium, including Survey, Plot Plan and Graphic Description of the Improvements as Exhibit "A"; Articles of Incorporation as Exhibit "B"; By-Laws of the Association as Exhibit "C"; and Management Contract as Exhibit "D", (b) Copy of Site, Location and Floor Plan of the Recreation Area; (c) Description and Number of Items of Personal Property furnished by Developer; (d) Operating Budget; (e) Form of Purchase Contract for Sale of Units; (f) Form of Deed of Conveyance; (g) Copy of Escrow Agreement for Payments Made to Developer Prior to Closing; (h) Declaration of Restrictions and Affirmative Covenants; (i) Articles of Incorporation of Highland Lakes Recreation and Homeowners Association, Inc., and (j) By-Laws of Highland Lakes Recreation and Homeowners Association, Inc.

The Prospectus includes the above items which constitute a part of this Purchase Contract and Seller agrees that no change shall be made in any of said items which will affect materially the rights of Purchaser herein or the value of the unit without approval of Purchaser.

6. Seller agrees that it will cause to be delivered a good and insurable title, and to deliver and pay for a title insurance policy insuring the Purchaser's interest in the condominium parcel, Seller agrees to pay the state documentary stamps and state surtax on the deed. Purchaser shall pay for recording of the deed and mortgage costs, if any, as heretofore mentioned. All other proratable items, including insurance, taxes, condominium assessments, rental, utility deposits, etc., shall be prorated, adjusted and paid at time of closing. Buyer agrees to pay Seller at the closing for any extras authorized by them which are not included in this contract price and for which payment has not been previously made.

7. This Contract may not be assigned, sold or conveyed without the prior written consent of the Seller.

8. Time is of the essence of this Agreement. All covenants and agreements contained herein shall extend to and be binding upon the heirs, executors, administrators and assigns of the respective parties.

9. Risk and loss or damage by fire or any other casualty, until the closing date is assumed by the Seller.

10. Seller herein reserves the right to maintain a model apartment or apartments in the condominium from which to conduct sales in the condominium project until all units in the project are sold. Seller further reserves the right to place signs on the condominium property during such period.

11. This Contract supersedes all prior agreements between the parties, either verbal or written.

12. The taking of occupancy by Purchaser prior to the closing of this transaction shall constitute the unqualified acceptance of the apartment by Purchaser.

13. Purchaser acknowledges that the unit has not been occupied.

14. SECTION 718.203 OF THE CONDOMINIUM ACT SETS FORTH CERTAIN WARRANTIES THAT ARE AFFORDED PURCHASER BY THE SELLER, CONTRACTOR, SUBCONTRACTORS AND SUPPLIERS. SAID WARRANTIES ARE THE SOLE AND ONLY WARRANTIES INVOLVED IN THIS TRANSACTION AND SELLER SPECIFICALLY STATES THAT THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED WHICH ENLARGE OR EXTEND SUCH STATUTORY WARRANTIES.

15. Purchaser acknowledges that the condominium initially will be managed by Southwest Management, Inc., pursuant to Management Agreement and that this sale is subject to the terms of said agreement.

16. Purchaser acknowledges that Seller has made the plans and specifications for the construction of the improvements to the common elements and/or common areas appurtenant to the unit available to the Purchaser at a place convenient to the site. Seller shall have the right in its sole discretion and without notice to or approval of Purchaser to make reasonable substitutions in materials and equipment for that shown in the model apartments or in the plans and specifications provided that such substitutions are of comparable quality and value.

17. Seller has established an escrow with Chelsea Title and Guaranty Co., 606 Chestnut Street, Clearwater, Florida 33516, for the purpose of holding such sums as are required by the Condominium Act and agrees that same shall only be disbursed in accordance therewith. Purchaser may obtain a receipt for his deposit from the escrow agent upon request.

18. Notwithstanding anything to the contrary contained herein, this Agreement shall not become enforceable until Seller has filed a copy of the Prospectus with the Division of Florida Land Sales and Condominiums and Purchaser has been furnished a copy of same.

19. This contract shall be subject to cancellation at the sole option of Seller in the event Seller has not commenced construction of the phase in which the unit contracted for herein is located within 90 days from date hereof. In this event, all sums paid by Purchaser to Seller shall be returned forthwith and this contract shall become null and void and of no further force and effect. Commencement shall be construed to mean the obtaining of a building permit and the physical commencement of construction of any building located in said phase.

20. ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Witnesses:

U. S. HOME CORPORATION

_____

By: _____
Authorized Agent

_____

_____ _____

_____ _____
Purchasers

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GREEN VIEW CONDOMINIUM

CONDOMINIUM DEED

THIS INDENTURE made and executed the _____ day of _____, A. D. 19____, by U. S. HOME CORPORATION, a Delaware corporation authorized to do business in the State of Florida, and having its principal place of business at One Countryside Office Park, 2536 Countryside Blvd., P. O. Box 5000, Clearwater, Florida 33515, hereinafter called the Grantor, to

whose Post Office address is

(hereinafter called the Grantee.)

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, and the heirs, legal representatives and assigns of the individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does sell, convey and assign unto the Grantee, all that certain property situate in Pinellas County, Florida, viz;

That certain Condominium Parcel composed of Unit Number _____, and the undivided percentage of interest or share in the common elements appurtenant thereto, in accordance with and subject to the covenants, conditions, restrictions, easements, terms and other provisions of the Declaration of Condominium of GREEN VIEW CONDOMINIUM, as recorded in O. R. Book _____ at pages _____ through _____, and the plat thereof recorded in Condominium Book _____, at pages _____ through _____, both of the Public Records of Pinellas County, Florida.

This conveyance is further subject to the following:

1. Real estate taxes and assessments for the year 1980 and subsequent years.
2. Covenants, conditions, restrictions, limitations, agreements and easements of record.
3. Applicable zoning and subdivision ordinances.

AND the Grantor hereby covenants with said Grantee that it is the lawful owner of said Condominium Parcel; that it has good right and lawful authority to sell and assign same; that it hereby fully warrants the title to said property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its duly authorized officers, the day and year first above written.

U. S. HOME CORPORATION

Witnesses:

_____ By: _____
President

_____ Attest: _____
Secretary (Seal)

///

STATE OF FLORIDA)
: ss
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day before me personally appeared and , President and Secretary, respectively, of U. S. HOME CORPORATION, a Delaware corporation, to me known to be the persons described in and who executed the foregoing Condominium Deed, and they severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and 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 _____ day of _____, A. D. 1980.

My commission expires:

_____

_____
Notary Public - State of Florida (SEAL)

ACCEPTANCE

Grantee, by the acceptance of this conveyance, assumes and agrees to perform and abide by all the terms, covenants and conditions of the Declaration, including exhibits attached thereto.

Witnesses:

_____ _____

_____ _____

STATE OF)
: ss
COUNTY OF)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments and , to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at _____, County of _____, State of _____, this _____ day of _____, A. D. 1980.

My commission expires:

_____

_____
Notary Public - State of

(Seal)

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Chelsea Title and Guaranty Co.
606 Chestnut Street
Clearwater, Florida 33516

GREEN VIEW CONDOMINIUM
ESCROW AGREEMENT

Gentlemen:

U. S. HOME CORPORATION, a Delaware corporation authorized to do business in the State of Florida, (the "Developer"), for and in consideration of the mutual promises, covenants and conditions hereinafter set forth, agrees with you as follows:

1. From time to time the Developer shall deposit with you, through its designated agent, certain earnest money paid by prospective purchasers (the "Purchaser") in connection with reservations for the purchase of a condominium parcel in Green View Condominium.

2. You agree to act as Escrow Agent for the funds deposited by the Developer with you pursuant to paragraph 1 and to hold same.

3. Each deposit by the Developer or its agent shall be accompanied by a notice from the Developer or its agent setting forth information concerning (i) the purchaser and his address, (ii) the condominium parcel, and (iii) the amount of earnest money deposited on account of such reservation for such condominium parcel with you.

4. You shall disburse funds held in escrow pursuant to this agreement with respect to each reservation of a condominium parcel as follows:

(a) Upon receipt of an instruction letter signed by the Purchaser advising you that Purchaser has voided his reservation with the Developer for a condominium parcel, you shall forward to such Purchaser all funds held by you in escrow relating to the reservation of a condominium parcel by such Purchaser, and you shall forward to the Developer a copy of your cover letter which shall specify the amount being returned to the Purchaser.

(b) Upon receipt of an instruction letter signed by an officer of the Developer or its agent, advising you of the closing of a condominium parcel, or without such an instruction letter, upon the closing of a condominium parcel in which you participate incident to the issuance of a title insurance policy, and provided that you have not previously received from the Purchaser written notice of a dispute between the Purchaser and the Developer, or demand for refund of the amount due Purchaser, you shall forward all funds held by you in escrow with respect to such condominium parcel to the Developer.

5. You shall receive no special fee or charge for acting as escrow agent pursuant to this agreement, and no interest shall be received upon any escrowed funds.

6. (a) It is agreed that your duties are only as set forth above being purely ministerial in nature, and that you shall incur no liability except for willful misconduct or gross negligence.

(b) You shall be under no responsibility with respect to any of the amounts deposited with you other than faithfully to follow the escrow instructions set forth in this letter. You may consult with counsel and shall be fully protected in any action taken in good faith, in accordance with advice of such counsel. Subject to (a) of this paragraph 6, you shall be indemnified by the Developer against the cost and expense you incur by virtue of any legal proceedings which shall be instituted against you with respect to the subject matter of this escrow agreement. You shall not be required to institute legal proceedings of any kind except as set forth in these escrow instructions. You shall have no responsibility for the genuineness or validity of any documents or any item deposited with you, and shall be fully protected in acting in accordance with any written instructions given to you hereunder and believed by you to have been signed by the proper parties.

7. The Developer reserves the right to amend these escrow instructions from time to time, to reflect administrative and judicial interpretations of the State of Florida.

If you are in agreement with the foregoing, please sign the form of agreement on the accompanying counterpart of this letter and return the same to the Developer, whereupon this letter shall become a binding agreement between you and the Developer.

Very truly yours,

U. S. HOME CORPORATION
Developer

By: _____

The undersigned hereby agrees to the foregoing and to carry out his obligations hereunder.

Chelsea Title and Guaranty Co.

By: Lee E. Boutwell, Mgr.

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28.00

28.00 ns

DECLARATION OF RESTRICTIONS AND AFFIRMATIVE COVENANTS

HIGHLAND LAKES

KNOW ALL MEN BY THESE PRESENTS, that U.S. HOME OF FLORIDA, INC., ("Developer"), being the developer of the real property described below does hereby declare that such real property is subject to the restrictions herein set forth (the "Restrictions").

W I T N E S S E T H :

WHEREAS, Developer has established and is constructing a residential housing community known as Highland Lakes containing approximately 784 acres, the legal description of which is more particularly described in Exhibit A attached hereto which real property may be increased or decreased as provided in Article III, which real property, as increased or decreased, shall hereinafter be referred to as the "Development"; and

WHEREAS, Developer deems it necessary for the preservation of the residential quality of the Development and to preserve and further insure the appearance, value and amenities of the Development, to hereby declare that all of the property hereinabove referred to as the Development, exclusive of portions of the Development known as Highland Lakes Units One to Three, inclusive, as described below, and Highland Lakes Condominiums I to V, inclusive, as described below, and those areas to be designated by Developer as recreation properties, shall be held, owned, occupied and transferred subject to these Restrictions; and

WHEREAS, Developer has heretofore platted a portion of the Development as "Highland Lakes Unit One" (according to the plat thereof recorded in Plat Book 70, Pages 2-4, Public Records of Pinellas County, Florida), "Highland Lakes Unit Two" (according to the plat thereof recorded in Plat Book 72, Pages 29-30, Public Records of Pinellas County, Florida), "Highland Lakes Unit Three" (according to the plat thereof recorded in Plat Book 72, Pages 49-50, Public Records of Pinellas County, Florida), "Highland Lakes Unit Four" (according to the plat thereof recorded in Plat Book 75, Page 77, Public Records of Pinellas County, Florida); and "Highland Lakes Unit Five" (according to the plat thereof recorded in Plat Book 76, Pages 16 and 17, Public Records of Pinellas County, Florida); and

WHEREAS, Developer has heretofore dedicated to condominium ownership a portion of the Development as "Highland Lakes Condominium I" (according to the plat thereof recorded in Condominium Plat Book 15, Pages 9-12, Public Records of Pinellas County, Florida), "Highland Lakes Condominium II" (according to the plat thereof recorded in Condominium Plat Book 17, Pages 62-65, Public Records of Pinellas County, Florida), "Highland Lakes Condominium III" (according to the plat thereof recorded in Condominium Plat Book 20, Pages 99-101, Public Records of Pinellas County, Florida), "Highland Lakes Condominium IV" (according to the plat thereof recorded in Condominium Plat Book 22, Pages 44-47, Public Records of Pinellas County, Florida), and "Highland Lakes Condominium V" (according to the plat thereof recorded in Condominium Plat Book 22, Pages 107-110, Public Records of Pinellas County, Florida).

OCT 25 11 13 AM '76

ARTICLE I

HIGHLAND LAKES RECREATION AND HOMEOWNERS ASSOCIATION, INC.

1. Purpose.

Developer, in order to insure that certain common properties, as more particularly described hereafter, will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the residents of the Development and to provide for other matters of concern to the residents, has organized a non-profit association known as the Highland Lakes Recreation and Homeowners Association, Inc. (hereinafter referred to as the "Association"). The purpose of the Association shall be to (a) operate the Recreation Properties (as hereinafter defined), (b) maintain landscaping and other improvements

EXHIBIT "H"

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on the Entrance and Dedicated Areas (as hereinafter defined), (c) maintain street lights on Arterial Roads (as hereinafter defined), and (d) take such actions as the Association is authorized pursuant to its Articles of Incorporation and By-Laws to take to maintain the residential quality of the Development.

2. Membership.

The members of the Association ("Members") shall include (a) any person or group of persons, including Developer, who in his own name or collectively, has title to a residential unit in the Development, other than any person or persons owning a residential unit who may voluntarily become a Member of the Association pursuant to Subsection 2(b) of this Article; and (b) any person or group of persons approved in writing by Developer owning a residential unit in Highland Lakes Units One, Two, Three or Four whose unit was conveyed by Developer prior to the recording of these Restrictions, or Highland Lakes Condominiums I to V, inclusive, who voluntarily agrees to join the Association and subjects his residential unit to the Restrictions set forth herein. The term "residential unit" as used in this declaration shall mean either a single-family lot or a multi-family dwelling unit. Except with respect to Developer as provided in Subsection 10(a) of this Article, each person or group of persons, by acceptance of a deed to an encumbered property (as hereinafter defined) after these Restrictions are recorded, or in the case of any individual described in Subsection 2(b) of this Article, who agrees to have his residential unit subject to the Restrictions set forth herein agrees to abide by the rules and regulations of the Association and to pay such assessments, dues or charges as shall be levied by the Board of Directors of the Association in accordance with the By-Laws of the Association and with these Restrictions. Each residential unit in the Development subject to these Restrictions shall be hereafter referred to individually as an "Encumbered Property" and collectively as "Encumbered Properties".

3. Voting Rights.

Except with respect to lots, or property to be platted as lots or developed for multi-family dwellings, not yet sold by Developer, recorded ownership of an Encumbered Property in the Development will entitle the owner, or the owners, collectively if ownership is in more than one person, to one vote in the Association; provided, however, no vote will be permitted with respect to any Encumbered Property as to which there exists an arrearage for amounts owed to the Association.

Each unsold residential unit in the Development owned by Developer, whether said residential unit be a lot, existing or to be platted, or a multi-family dwelling unit completed or under construction, shall be entitled to six (6) votes in the Association until the earlier to occur of the following:

(a) December 31, 1988; or
(b) The votes of the sold residential units exceed the weighted votes of Developer's unsold residential units; or
(c) Developer shall, in writing, waive the special voting right status provided in this Section.

For the purpose of computing Developer's voting rights pursuant to this Section, each unplatted undeveloped residential acre in the Development shall be deemed to contain 7.5 unsold residential units.

4. Recreation Properties.

Developer (i) has set aside land in the Development, described below in Subsections (a) and (b), and (ii) may set aside additional land in the Development as described in Subsection (c) below, for use in common by Members of the Association.

(a) A recreational facility has been constructed on the real property described in Exhibit B attached hereto. Such recreational facility includes a 2,400 square foot, one-story building; a 30'X50' unheated swimming pool; three shuffleboard courts; and parking for approximately 45 cars.

(b) Developer agrees, in addition to the recreational facility described in Subsection (a) above, to set aside not less than five (5) acres of land in the Development for the construction of an adult community center. Such adult community center shall consist of at least (i) a clubhouse of at least 11,000 square feet, containing an auditorium, card room, billiard room, sewing room, workshops and other amenities; (ii) swimming pool of at least 2,000 square feet; and (iii) two tennis courts and three shuffleboard courts. Developer contemplates that construction of the adult community center will be commenced prior to December 31, 1978.

(c) Developer reserves the right, at its sole discretion, to construct additional recreational facilities in the Development. Such properties may include (i) additional recreation centers and (ii) open space areas for park-like purposes such as walking, bicycling, hiking, picnic areas and active recreation areas. Notwithstanding the foregoing, Developer expressly does not covenant, nor shall Developer be deemed by these Restrictions obligated to build any improvements other than the improvements described in Subsections (a) and (b) of this Section. The recreational facilities contained in the Development provided by the Developer, pursuant to this Section, whenever constructed, are hereinafter referred to collectively as the "Recreation Properties".

Developer shall have the exclusive right to control and operate the Recreation Properties and to be fully reimbursed by the Association for all costs incurred therein including a reasonable management fee to be paid to Developer and to establish all policies and procedures for the use thereof until Developer conveys the same to the Association pursuant to Section 7 of this Article. Until such conveyance, Developer shall have complete authority to establish, in its sole discretion, rules with respect to the use of the Recreation Properties by Members of the Association and their guests.

5. Members' Easement of Enjoyment

Subject to the provisions of Section 6 of this Article and until such time as Developer conveys or causes to be conveyed the Recreation Properties to the Association, as hereinafter provided, each member of the Association shall have a right and easement of enjoyment in and to the Recreation Properties and such easement shall be appurtenant to and shall pass with title to each Encumbered Property.

6. Extent of Members' Easement.

The rights and easements of enjoyment created in Section 5 of this Article shall be subject to the following:

(a) The right of Developer, until conveyance of the Recreation Properties, and upon such conveyance, of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Recreation Properties and, in aid thereof, to mortgage such properties; and

(b) The right of Developer, until conveyance of the Recreation Properties, and upon such conveyance, of the Association, as provided in its Articles of Incorporation and By-Laws, to suspend the enjoyment rights of any Member for any period during which any charge remains unpaid and for any period not to exceed thirty (30) days for any infraction of published rules and regulations relating to the use of the Recreation Properties; and

(c) The right of Developer, and upon conveyance of the Recreation Properties, of the Association, as provided in its Articles of Incorporation and By-Laws, to assess reasonable charges to maintain the Recreation Properties, subject to the limitations set forth in Section 10 of this Article.

7. Conveyance of Recreation Properties.

At such time as Developer no longer exercises voting control over the Association as provided in Section 3 of this Article, Developer shall convey to the Association, in fee simple, free and clear of any and all liens, mortgages and encumbrances, except these Restrictions, as the same may be amended from time to time, all of the Recreation Properties, and the Association shall accept such conveyance.

8. Dedicated and Entrance Areas

(a) Areas dedicated by Developer to the County of Pinellas as of the date of these Restrictions shall be referred to herein as "Dedicated Areas". The Association shall operate and maintain any sprinkler systems, landscaping, fountains or other improvements on or in Dedicated Areas in substantially their condition as of the date of recording the Restrictions, and pay all costs and expenses thereof.

(b) The real property described in Exhibit C attached hereto and all improvements and landscaping located thereon shall be referred to herein as the "Entrance Areas". The Entrance Areas and the Dedicated Areas shall sometimes be referred to herein collectively as the "Entrance and Dedicated Areas". Developer hereby conveys a non-exclusive easement to the Members of the Association which shall benefit and burden the Encumbered Properties and the Entrance Areas. The Association shall have the right of ingress, egress and use over, on and under the Entrance Areas as necessary to perform the following activities which the Association shall be obligated to perform:

1. Operate and maintain the sprinkler systems and fountains located on the Entrance Areas and maintain the landscaped areas of the Entrance Areas in substantially their condition as of the date of recording the Restrictions.

2. Pay all expenses, including, but not limited to, the costs of water and electricity incurred in connection with performing the activities described in Subsection 8(b)1 and to pay all real estate taxes upon the Entrance Areas.

(c) Developer may develop, build improvements and landscape at its sole discretion other areas in the Development, including roadway medians and other kinds of improvements and dedicate such areas to the County of Pinellas or to other governmental entities. Developer may also develop, build and landscape additional entrance areas abutting rights-of-way connecting the Development to U.S. Highway 19, Alderman Road, County Road 90 or other public roads serving the Development. In such event the Association shall have the same responsibilities with respect to such additional dedicated areas and entrance areas as set forth in Subsection 8(a) with respect to the Dedicated Areas and Subsection 8(b) with respect to the Entrance Areas, provided that the Association shall maintain such areas, including the landscaped portions thereof in substantially their condition as of the date of their landscaping by Developer. The terms "Dedicated Areas", "Entrance Areas" and "Entrance and Dedicated Areas", when used in these Restrictions, shall be deemed to include all dedicated areas and entrance areas created pursuant to this Subsection 8(c).

(d) It is expressly understood and agreed that Developer, for a period of ten years from the date of recording these Restrictions, shall have sole exclusive authority to perform on behalf of the Association, the responsibilities set forth in Subsections 8(a), 8(b) and 8(c) hereinabove and Developer will be fully reimbursed by the Association for all expenses, including a reasonable managment fee to Developer, incurred

in performing such responsibilities pursuant to Section 10. Developer may terminate its authority and responsibility to perform said duties at any time prior to expiration of said ten-year period, in which event the Association shall assume such duties.

(e) At such time as Developer no longer exercises voting control over the Association as provided in Section 3 of this Article, Developer shall convey to the Association, in fee simple, free and clear of any and all liens, mortgages and encumbrances, except these Restrictions, as the same may be amended from time to time, all Entrance Areas and the Association shall accept such conveyance.

(f) In the event any portion of the Entrance and Dedicated Areas of the Development are not attended to by the County to the standards required by the Association, the Association may take such steps as the Association deems necessary for the upkeep, maintenance and beautification of the common roads and rights-of-way of the Development.

9. Street Lighting of Arterial Roads

The Association shall be responsible for providing street lighting on all dedicated rights-of-way in the Development exclusive of rights-of-way located completely within rather than abutting platted subdivisions ("Arterial Roads"). The Association, in discharging its responsibilities herein, shall be responsible for contracting with appropriate electric utilities to provide street lighting and paying all costs associated therewith including, but not limited to, pole and fixture rental or purchase charges, pole and fixture replacement charges, and maintenance and energy charges.

10. Charges

(a) The Association shall have the power and duty to levy a monthly charge (the "Monthly Charge") upon each Encumbered Property and the owner or owners of each Encumbered Property shall have the obligation to pay the Monthly Charge which shall equal (i) the costs of enforcing these Restrictions and exercising other powers granted the Association under its Articles of Incorporation and By-laws; (ii) the cost of operating and maintaining the Recreation Properties; (iii) the cost of operating and maintaining the Entrance and Dedicated Areas; (iv) the cost of placing, operating and maintaining the street lights on the Arterial Roads; and (v) a reasonable management fee to be paid to Developer for as long as Developer performs the activities set forth herein on behalf of the Association.

Developer covenants that the Monthly Charge shall be $10.00 per month until thirty (30) days after the completion of the adult community center described in Subsection 4(b) of this Article, at which time the Monthly Charge shall be $15.00 per month for a period of two years (the end of such two-year period shall be referred to herein as the "Guarantee Termination Date"), and Developer agrees that prior to the Guarantee Termination Date it shall, at its sole discretion, either (i) reimburse the Association for any costs not covered by the Monthly Charge or (ii) absorb itself costs not covered by the Monthly Charge.

After the Guarantee Termination Date the Monthly Charge for each Encumbered Property shall be determined by dividing the total annual budgeted costs of the activities set forth above in this Subsection ("Total Budgeted Costs") by the number of Encumbered Properties as of the date of establishing such charge, and shall be payable monthly in advance to the Association.

Until conveyance to the Association of the Recreation Properties and, if applicable, the Entrance Areas, the Monthly

Charge shall be paid monthly in advance to the Association which shall immediately pay such amount to Developer. Neither the Association nor Developer shall be required to submit a budget or evidence of expenditures covered by the Monthly Charge until the Guarantee Termination Date.

Notwithstanding anything to the contrary herein, Developer shall not be deemed to be a member of the Association or an owner of an Encumbered Property for purposes of this Section 10, and, accordingly, shall not at any time be required to pay the Monthly Charge described above and any special charge levied pursuant to Subsection 10(b) below.

(b) In addition to the Monthly Charge, the Association may levy at any time after the Guarantee Termination Date in any assessment year a special charge, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any capital outlays or unexpected maintenance, repairs or operating expenses incurred in connection with the Association's responsibilities under these Restrictions. Such special charges, together with the Monthly Charge, shall sometimes be referred to hereinafter as "Charges".

11. Covenant to pay Charges Runs With the Land

The owner or owners of an Encumbered Property, or any successor in interest of such owner, by acceptance of the deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association the Charges including any Charges upon the Encumbered Property which have not been paid by prior owners.

The covenant to pay the Charges shall (i) be a personal obligation of the owner or owners of the Encumbered Property at the time the charges are due and shall remain a personal obligation of said owner or owners even after conveyance by said owner or owners, and (ii) shall be deemed to be a covenant running with the land which shall bind all of said owner's heirs, devisees, peronal representatives and assigns, as well as all subsequent grantees and successors in interest of such Encumbered Property.

12. Due Dates and Non-Payment of Charges.

Subject to the provisions of Section 10, the Board of Directors of the Association shall fix and give notice of by mail or in person to all Members of the Association, the due date for the payment of all Charges at least thirty (30) days in advance of such date.

If Charges are not paid within thirty (30) days after the due date, the Charges shall be delinquent and shall bear interest from the due date at the highest legal rate of interest. The Association may bring an action at law or equity (i) against the owner or owners personally obligated to pay the same or (ii) foreclose the lien against the Encumbered Property, and there shall be added to the amount of such Charges all costs of collection, court costs, including the costs of appeal, reasonable attorney fees and interest as provided above (referred to collectively herein as "Costs") and in the event a judgment is obtained, such judgment shall include Charges and Costs.

13. Non-Payment of Charges; Creation of Lien

The Association shall have a lien on each Encumbered Property for any unpaid Charges which lien shall attach, be effective and be deemed to be perfected as of the date on which Charges are due against all persons and interests, whatsoever, without the necessity of recording a claim of lien, which claim may, however, be recorded at the discretion of the Association.

The lien shall not be discharged until all unpaid Charges and Costs are paid in full.

The lien hereunder shall be prior to and superior to the creation of any homestead status of the Encumbered Property and any subsequently recorded liens or encumbrances except that such lien shall be subordinate to the lien of any first mortgage now or hereafter placed upon the Encumbered Property.

The lien set forth in this Section shall not at any time encumber residential units when owned by Developer and shall attach only after conveyance of such residential units by Developer.

ARTICLE II

RESTRICTIONS

1. Adult Community.

Except as to Lots 116 to 137; 139; 140; 142 to 144; 149 to 151; 153 and 156 to 160 in Highland Lakes Unit Four, after these Restrictions are recorded in the Public Records of Pinellas County, Florida, at least one of the permanent occupants of each Encumbered Property shall be at least fifty (50) years of age and all permanent occupants of an Encumbered Property must be at least sixteen (16) years of age; provided that the owners of said excepted lots may by separate recordable instrument agree to encumber such lots with this age restriction. A "permanent occupant" shall be defined in the Restrictions to refer to all persons who occupy Encumbered Properties for more than six weeks in any calendar year. The Developer, or the Association, after conveyance of the Recreation Properties to the Association pursuant to Section 7 of Article I, shall have the right to promulgate, from time to time, reasonable rules and regulations governing the visitation and temporary residence of persons under the age of 16.

Notwithstanding anything to the contrary herein, those persons who own residential units in Highland Lakes Units One to Three or in Highland Lakes Condominiums I to V may at the time of subjecting their units to these Restrictions pursuant to Subsection 2(a) and 2(b), elect to exempt such residential units during the term of their ownership thereof from the age limitations set forth in Section 1 of Article II, provided that upon conveyance or other disposition of such units to other owners, such units shall thereupon be subject to the provisions of Section 1 of Article II.

2. Applicability of Restrictions.

The Restrictions shall be applicable to each Encumbered Property and in addition each Encumbered Property shall be subject to the terms and conditions set forth in any declaration of any condominium, proprietary lease or subdivision restrictions hereafter filed by Developer relating to such Encumbered Property and an owner or owners of an Encumbered Property shall take title subject to these Restrictions and such other restrictions.

3. Additional Restrictions.

Developer may include additional restrictions in a recorded declaration of restrictions, condominium document, proprietary lease or in a deed conveying lands in the Development with respect to any future subdivisions, condominiums or multi-family dwellings, provided such additional restrictions or covenants relating to such properties are not inconsistent with these Restrictions.

ARTICLE III

MISCELLANEOUS

1. Term and Amendment.

These Restrictions are to run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of an Encumbered Property in the Development subsequently executed and shall be binding on all parties and all persons claiming under such deeds for a period of thirty (30) years from the date the Restrictions are recorded after which time these Restrictions shall automatically extend for successive periods of ten (10) years each, unless prior to

the commencement of any ten-year period an instrument in writing, signed by the owners of a majority of Encumbered Properties has been recorded in the Public Records of Pinellas County, Florida, which said instrument may agree to alter or rescind these Restrictions in whole or in part. These Restrictions may be amended by not less than seventy-five percent (75%) of the votes of the owners of the Encumbered Properties as calculated pursuant to Section 3 of Article I.

2. Enforcement.

If any person, firm or corporation, or their heirs or assigns shall violate or attempt to violate any of these Restrictions it shall be the right of the Association and the right of the Developer or any other person or persons owning any residential unit in the Development to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any Restrictions whether such proceeding is to prevent such persons from so doing or to recover damages, including reasonable attorneys' fees and court costs, or other dues for such violation. Developer shall not be obligated to enforce these Restrictions and shall not in any way or manner be held liable or responsible for any violation of these Restrictions by any person other than itself. Failure by any person or entity to enforce any provisions of these Restrictions upon breach thereof shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or as to a similar breach occurring prior or subsequent thereto.

3. Severability.

Invalidation of any one of these Restrictions by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

4. Additions to or Withdrawals From the Development.

Without further assent or permit, Developer hereby reserves the right, exercisable from time to time, to subject other real property (up to 400 acres) to the Restrictions set forth herein, in order to extend the scheme of these Restrictions to other property to be developed as part of the Development, and thereby to bring such additional properties within the jurisdiction of the Association or to withdraw undeveloped property (up to 400 acres) from the burden of the Restrictions set forth herein, in order to reduce the scheme of the Development. The additions or withdrawals herein authorized shall be made by filing of record one or more supplementary restrictions in respect to the properties to be then subject to these Restrictions and which shall extend the jurisdiction of the Association to such property and thereby subject such addition to assessment for the Association's expenses, as provided herein, or to the withdrawal of undeveloped properties no longer to be subject to these Restrictions or to the jurisdiction of the Association to levy assessments. Each of the supplementary restrictions may contain such complementary additions and modifications of the Restrictions contained herein as may be necessary to reflect the different character of the added or deleted properties.

IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be executed in its name, under its corporate seal, by a duly authorized officer, and has executed the same on this 20th day of October, 1976.

In the presence of:

Stephen D Deboy

Peter Hill Monroe

U.S. HOME OF FLORIDA, INC.

By: _____
Vice President

In the presence of:

Stephen D Deboy

Peter Hill Monroe

HIGHLAND LAKES RECREATION AND HOMEOWNERS ASSOCIATION INC.

By: Robert Mack
President

O.R. 4470 PAGE 850

STATE OF FLORIDA)
) ss:
COUNTY OF PINELLAS)

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Sydney H. Israel, to me well known and known to me to be the individual described in and who executed the foregoing Declaration of Restrictions as Vice President of the above named U.S. HOME OF FLORIDA, INC., and acknowledged to and before me that he executed such instrument as such Vice President of the corporation by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

Witness my hand and official seal at Clearwater, County of Pinellas, State of Florida, this 20th day of October, 1976.

Marilyn Flinner
Notary Public

Notary Public, State of Florida at Large
My Commission Expires June 26, 1977
Bonded by American Fire & Casualty Co.

STATE OF FLORIDA)
) ss:
COUNTY OF PINELLAS)

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Robert Fleck, to me well known and known to me to be the individual described in and who executed the foregoing Declaration of Restrictions as President of the above named HIGHLAND LAKES RECREATION AND HOMEOWNERS ASSOCIATION INC. and acknowledged to and before me that he executed such instrument as such President of the corporation by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

Witness my hand and official seal at Clearwater, County of Pinellas, State of Florida, this 20th day of October, 1976.

Marilyn Flinner
Notary Public

Notary Public, State of Florida at Large
My Commission Expires June 26, 1977
Bonded by American Fire & Casualty Co.

Legal Description
(Highland Lakes)

O.R. 4470 PAGE 851

That portion of Sections 4, 5, and 6, Township 28 South, Range 16 East and that portion of Section 31, Township 27 South, Range 16 East, Pinellas County being more particularly described as follows:

Beginning at the Northwest corner of said Section 5; thence S. 89°28'28" E., 2648.00 feet along the North line of said Section 5 to the North 1/4 corner of said Section 5; thence continuing easterly along said North line, S. 89°24'38" E., 2648.50 feet to the Northeast corner of said Section 5; thence S. 02°46'41" E., 714.56 feet along the East line of said Section 5 to a point in a non-tangent curve; thence 30.80 feet along the arc of said curve concave to the Southeast having a radius of 900.00 feet (chord bearing N. 74°06'25" E., 30.80 feet); thence N. 02°46'41" W., 152.17 feet; thence N. 84°09'49" E., 394.50 feet thence 352.05 feet along the arc of a curve concave to the Northeast having a radius of 900.00 feet (chord bearing S. 44°52'06" E., 349.81 feet); thence N. 75°42'00" E., 73.83 feet; thence S. 03°14'45" W., 60.58 feet; thence 39.28 feet along the arc of a curve concave to the Southwest having a radius of 25.00 feet (chord bearing S. 41°45'15" E., 35.36 feet); thence S. 03°14'45" W., 65.00 feet; thence 23.56 feet along the arc of a curve concave to the Northwest having a radius of 15.00 feet (chord bearing S. 48°14'45" W., 21.21 feet); thence 98.33 feet along the arc of a curve concave to the Southeast having a radius of 275.00 feet (chord bearing S. 67°22'47" W., 97.81 feet); thence S. 57°08'08" W., 83.58 feet; thence 43.15 feet along the arc of a curve concave to the Northeast having a radius of 34.11 feet (chord bearing N. 86°37'28" W., 40.33 feet); thence N. 50°23'03" W. 12.73 feet; thence S. 25°49'29" W., 25.74 feet; thence S. 50°23'03" E., 50.00 feet; thence S. 21°12'04" E., 175.13 feet; thence S. 68°50'31" W., 326.80 feet; thence 141.01 feet along the arc of a curve concave to the Southeast having a radius of 800.00 feet (chord bearing S. 22°13'51" W., 140.83 feet); thence 138.17 feet along the arc of a curve concave to the East having a radius of 200.00 feet (chord bearing S. 02°16'26" E., 135.44 feet); thence 279.77 feet along the arc of a curve concave to the Northwest having a radius of 100.00 feet (chord bearing S. 59°58'45" W., 197.05 feet); thence 69.99 feet along the arc of a curve concave to the Southwest having a radius of 1000.00 feet (chord bearing N. 41°17'49" W., 69.97 feet) to a point on the East boundary of said Section 5; thence S. 02°46'41" E., 619.58 feet along the East line of said Section 5; thence S. 34°52'39" W., 571.74 feet to a point in the East-West centerline of said Section 5; thence N. 89°07'00" W., 899.26 feet along said East-West centerline; thence S. 01°15'18" E., 1380.23 feet; thence N. 89°55'36" W., 40.92 feet; thence S. 02°50'23" E., 586.28 feet; thence

S. 89°40'13" W., 105.10 feet; thence S. 02°50'23" E., 105.10 feet; thence S. 89°40'13" W., 324.71 feet; thence S. 02°37'05" E., 344.80 feet; thence S. 89°40'13" W., 905.25 feet to a point in the North-South centerline of said Section 5; thence S. 02°37'05" E., 355.85 feet along said North-South centerline to the South 1/4 corner of said Section 5; thence westerly along the South line of said Section 5; S. 89°24'45" W., 1337.78 feet; thence leaving said South line of said Section 5, N. 02°19'34" W., 2127.12 feet; thence N. 89°29'04" W., 664.04 feet; thence S. 02°11'00" E., 713.26 feet; thence N. 89°51'08" W., 665.65 feet to a point in the West line of said Section 5; thence N. 89°02'43" W., 1348.55 feet; thence N. 01°45'23" W., 649.78 feet; thence S. 89°09'36" E., 672.59 feet; thence N. 01°53'56" W., 64.82 feet; thence S. 89°09'36" E., 672.43 feet to a point in the West line of said Section 5; thence N. 02°02'27" W., 717.44 feet along said West line to the East 1/4 corner of said Section 5; thence N. 89°16'30" W., 1341.18 feet; thence S. 01°45'23" E., 694.56 feet; thence N. 89°09'36" W., 1201.68 feet; thence N. 49°05'47" W., 58.15 feet to a point in the East right-of-way line of U.S. Highway 19 (State Road 55); thence N. 01°28'12" W., 654.45 feet along said East right-of-way line; thence S. 89°16'30" E., 1241.11 feet; thence N. 02°02'07" W., 671.83 feet; thence N. 89°20'32" W., 1234.42 feet to a point in said last mentioned East right-of-way line; thence N. 01°28'12" W., 670.10 feet along said East right-of-way line; thence S. 89°24'35" E., 1227.73 feet; thence N. 02°02'07" W., 1343.66 feet; thence N. 89°32'50" W., 1214.39 feet to a point in said last mentioned East right-of-way line; thence N. 00°55'08" W., 1326.58 feet along said East right-of-way line; thence S. 89°27'11" E., 1212.25 feet; thence N. 01°00'50" W., 1324.63 feet to a point in the East-West centerline of said Section 31; thence S. 89°21'30" E., 1310.14 feet along said East-West centerline to the East 1/4 corner of said Section 31; thence S. 01°06'33" E., 2645.06 feet along said East line to the "Point of Beginning".

Excepting from the above described parcel of land:
Commencing at the Northwest corner of said Section 5; thence S. 02°35'51" E., 2694.99 feet along the West line of said Section 5 to the "True Point of Beginning"; thence S. 89°17'44" E., 662.24 feet; thence S. 02°36'09" E., 337.40 feet; thence N. 89°14'59" W., 662.30 feet to a point in the West line of said Section 5; thence N. 02°35'51" W., 336.86 feet along the said West line to the "True Point of Beginning".

Containing 783.94 acres more or less

Legal Description
(Recreation Area - Highland Lakes)

That portion of Section 4, Township 28 South, Range 16 East, Pinellas County, Florida being more particularly described as follows:

Commencing at the Northwest corner of said Section 4; thence southerly along the West line of said Section 4, S. 02°46'41" E., 557.00 feet; thence N. 84°09'49" E., 185.04 feet to the "True Point of Beginning"; thence continuing N. 84°09'49" E., 239.50 feet; thence 352.05 feet along the arc of a curve concave to the Northeast having a radius of 900.00 feet (chord bearing S. 44°52'06" E., 349.81 feet); thence N. 75°42'00" E., 73.83 feet; thence S. 03°14'45" W., 60.58 feet; thence 39.28 feet along the arc of a curve concave to the Southwest having a radius of 25.00 feet (chord bearing S. 41°45'15" E., 35.36 feet); thence S. 03°14'45" W., 65.00 feet; thence 23.56 feet along the arc of a curve concave to the Northwest having a radius of 15.00 feet (chord bearing S. 48°14'45" W., 21.21 feet); thence 98.33 feet along the arc of a curve concave to the Southeast having a radius of 275.00 feet (chord bearing S. 67°22'47" W., 97.81 feet); thence S. 57°08'08" W., 83.58 feet; thence 43.15 feet along the arc of a curve concave to the Northeast having a radius of 34.11 feet (chord bearing N. 86°37'28" W., 40.33 feet); thence N. 50°23'03" W., 12.73 feet; thence S. 25°49'29" W., 25.74 feet; thence S. 50°23'03" E., 50.00 feet; thence S. 21°12'04" E., 175.13 feet; thence S. 68°50'31" W., 240.00 feet; thence N. 21°09'29" W., 80.00 feet; thence N. 36°03'30" E., 256.28 feet; thence N. 25°49'29" E., 25.74 feet; thence N. 50°23'03" W., 427.27 feet; thence N. 05°50'11" W., 172.15 feet to the "True Point of Beginning".

Containing 4.32 acres more or less

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Beginning at the intersection of the East right-of-way line of U.S. Highway 19 (State Road 55) and the North right-of-way line of Highlands Boulevard as recorded in Highland Lakes Unit One, Plat Book 70, Page 3 of the Public Records of Pinellas County, Florida; thence N. 01°27'42" W., 150.00 feet along said East right-of-way line; thence N. 88°32'18" E., 149.90 feet; thence S. 01°27'42" E., 155.54 feet to the North right-of-way line of Highlands Boulevard; thence along said North line N. 89°20'48" W., 150.00 feet to the Point of Beginning.

Containing 0.53 acres more or less

and

Beginning at the intersection of the East right-of-way line of U.S. Highway 19 (State Road 55) and the South right-of-way line of Highlands Boulevard as recroded in Highland Lakes Unit One, Plat Book 70, Page 3 of the Public Records of Pinellas County, Florida; thence S. 89°20'48" E., 150.00 feet along said South right-of-way line; thence S. 01°27'42" E., 144.46 feet; thence S. 88°32'18" W., 149.90 feet to the East right-of-way line of U.S. Highway 19 then along said East line N. 01°27'42" W., 150.00 feet to the Point of Beginning.

Containing 0.51 acres more or less

STATE OF FLORIDA

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

HIGHLAND LAKES RECREATION AND HOMEOWNERS ASSOCIATION, INC.

filed in this office on the 8th day of October,

19 76.

Charter Number: 737003

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 8th day of October,

19 76.

SECRETARY OF STATE

CORP. 101 (Corp. 94)
7-13-76

128

EXHIBIT "I"

FILED
Oct 8 2 59 PM '76
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

of the

HIGHLAND LAKES RECREATION AND HOMEOWNERS ASSOCIATION, INC.

The undersigned subscribers to these Articles of Incorporation, each a natural person competent to contract, and a resident of the State of Florida, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit under authority of Chapter 617, Florida Statutes.

ARTICLE I

Name

The name of the association is HIGHLAND LAKES RECREATION AND HOMEOWNERS ASSOCIATION, INC., sometimes hereinafter referred to as the "Association".

ARTICLE II

Principal Office

The principal office of the corporation is located at One Country-side Office Park, Clearwater, Florida, 33518.

ARTICLE III

Purpose and Powers

The Association has been formed as a non-profit corporation to operate, maintain and own certain common and dedicated properties located in a development known as Highland Lakes (the "Development") situated in Pinellas County, Florida as described in the Declaration (as hereinafter defined), and to perform other specific purposes and powers as set forth below, to be more fully set forth in a Declaration of Restrictions and Affirmative Covenants to be filed in the Public Records of Pinellas County subsequent to the filing of these Articles (the "Declaration"), a copy of which is presently filed in the offices of U.S. Home of Florida, Inc. ("Developer") in Clearwater, Florida. The Association will not permit pecuniary gain or profit nor distribution of its income to its members, officers or directors.

PURPOSES:

(a) Operate the Recreation Properties (as defined in the Declaration);

(b) Maintain landscaping and other improvements on the Entrance and Dedicated Areas (as defined in the Declaration);

(c) Maintain street lights on Arterial Roads (as defined in the Declaration); and

(d) Maintain the residential quality of the Development.

The Association shall have all of the common law and statutory powers of a Florida corporation not for profit which are consistent with these Articles and with the Declaration and all of the powers and authority reasonably necessary or appropriate to the operation of a residential community subject to the Declaration, as it may from time to time be amended, and including, but not limited to, the following powers:

(a) To exercise all the powers and privileges and to perform all the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time as therein provided, and the Declaration is hereby incorporated herein by reference and made a part hereof;

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

(c) To enforce any and all covenants, conditions, restrictions and agreements applicable to the Encumbered Properties (as hereinafter defined);

(d) To pay taxes, if any, on the Recreation Properties and Entrance Areas;

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

(f) To borrow money, and to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that such borrowing shall have the assent of two-thirds (2/3rds) of the Members entitled to vote;

(g) To dedicate, sell or transfer all or any part of the Recreation Properties or Entrance Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members (as hereinafter defined). No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of the Members entitled to vote, agreeing to such dedication, sale or transfer;

(h) To participate in mergers and consolidations with other nonprofit corporations organized for the same purpose or annex additional Recreation Properties and Entrance Areas, provided that any such merger, consolidation or annexation shall have the assent of Members holding two-thirds (2/3rds) of the votes as calculated pursuant to Article V, provided

further that no such assent shall be required as a condition to accepting conveyance of Recreation Properties pursuant to Section 7 of the Declaration or to accepting conveyance of Entrance Areas pursuant to Subsection 8(e) of the Declaration;

(i) Subject always to the Declaration, to have and to exercise any and all powers, rights and privileges which a corporation organized under the Not For Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE IV

Membership

The members of the Association ("Members") shall include (a) any person or group of persons, including Developer, who in their own name or collectively, have title to a residential unit in the Development, other than any person or persons owning a residential unit who may voluntarily become members of the Association pursuant to Subsection 2(b) of the Declaration, and (b) any person or group of persons approved in writing by Developer owning a residential unit in Highland Lakes Units One, Two or Three, or Highland Lakes Condominiums I to V, who voluntarily agrees to join the Association and subjects his residential unit to the Declaration. The term "residential unit" as used in these Articles shall mean either a single-family lot or a multi-family dwelling unit.

Members agree to abide by the rules and regulations of the Association and to pay such assessments or dues as shall be levied by the Board of Directors of the Association in accordance with these Articles, the By-Laws of the Association and with the Declaration, provided that Developer, pursuant to Subsection 10(a) of the Declaration shall not be required to pay any such assessments or dues including but not limited to Monthly Charges or other special charges as such terms are defined or used in the Declaration. Each residential unit in the Development now subject or ultimately subjected to the Declaration shall be hereafter referred to individually as an "Encumbered Property" and collectively as "Encumbered Properties".

ARTICLE V

Voting Rights

Except with respect to lots, or property to be platted as lots or developed for multi-family dwellings, not yet sold by Developer,

recorded ownership of an Encumbered Property in the Development will entitle the owner, or the owners, collectively if ownership is in more than one person, to one vote in the Association; provided, however, no vote will be permitted with respect to any Encumbered Property as to which there exists an arrearage for amounts owed to the Association.

Each unsold residential unit owned by Developer, whether said residential unit be a lot, existing or to be platted, or a multi-family dwelling unit completed or under construction, shall be entitled to six (6) votes in the Association until the earlier to occur of the following:

(a) December 31, 1988; or

(b) The votes of the sold residential units exceed the weighted votes of Developer's unsold residential units; or

(c) Developer shall, in writing, waive the special voting right status provided above.

For the purpose of computing Developer's voting rights, each unplatted undeveloped residential acre in the Development shall be deemed to contain 7.5 unsold residential units.

ARTICLE VI

Board of Directors

The affairs of this Association shall be managed by a board of three (3) directors, who need not be Members of the Association. The number of directors may be changed by amendment of the By-laws of the Association, but shall never be less than three (3) directors. The names and addresses of the persons who are to act in the capacity of director until the selection of their successors are:

Name	Address
Steve Dobosz	13581 Cordova Drive Largo, Florida 33540
Robert Fleck	1213 Alameda Avenue Clearwater, Florida 33516
Helen Sarver	1344 Summerlin Drive Clearwater, Florida 33516

The directors may, by by-law, fix the term of office for all directors. However, unless contrary provisions are made by by-law, each director's term of office shall be for one year, but all directors

shall continue in office until their successors are duly elected and installed. There shall be held at each annual meeting of the Association an election of directors subject to the power to appoint directors set forth below. Directors may serve successive annual terms without limitation.

Notwithstanding anything to the contrary herein, all the directors of the Association shall be appointed by Developer, subject to the following:

1. When Members other than Developer shall own 2,000 or more of the Encumbered Properties, Members other than Developer shall be entitled to elect one-third of the directors. (For the purpose of computing "one-third", fractional amounts less than one shall be disregarded.)

2. When the votes of the sold residential units exceed the weighted votes of Developer's unsold residential units as calculated pursuant to Article V hereof, the Members other than Developer shall be entitled to elect all of the members of the board of directors, provided that notwithstanding anything to the contrary, Developer shall have the right, in its sole discretion, to appoint one member of the board of directors until the earlier of the date when (i) all residential units in the Development have been sold by Developer, or (ii) Developer waives in writing such right.

3. Developer may at any time, by written notice to the Association, surrender the power to appoint directors.

ARTICLE VII

Officers

The affairs of the Association shall be administered by a president, a vice-president and a secretary-treasurer and such other officers as may be designated in the By-laws. The officers shall be elected by the board of directors at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the board of directors. The names and addresses of the officers who shall serve until the first election by the board of directors are as follows:

Office	Name
President	Robert Fleck 1213 Alameda Avenue Clearwater, Florida 33516
Vice President	Steve Dobosz 13581 Cordova Drive Largo, Florida 33540
Secretary-Treasurer	Helen Sarver 1344 Summerlin Drive Clearwater, Florida 33516

ARTICLE VIII

Dissolution

The Association may be dissolved with the assent given in writing and signed by Members having two-thirds (2/3rds) of the votes as calculated pursuant to Article V hereof. Upon dissolution of the Association, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization which is devoted to purposes similar to those of this Association.

ARTICLE IX

Indemnification

The Association shall, and does hereby, indemnify any person ("Indemnitees") for any and all liability arising from his official capacity or from any acts committed or failure to act by him in his official capacity as an officer or director of the Association, including acts which are adjudged by a court of law to have constituted negligence or misconduct in the performance of his duty to the Association, and resulting from judgments, fines, or amounts paid in settlement which are incurred in any action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether such action, suit or proceeding is brought by or in the right of the Association, or other parties, and whether such action, suit or proceeding is commenced during or subsequent to his tenure as an officer or director of the Association ("Actions").

The Association will reimburse Indemnitees for any and all actual and reasonable expenses, including, without limitation, attorneys' fees and court costs ("Expenses") as Expenses are incurred by Indemnitees in Actions. Notwithstanding anything to the contrary herein, the Association will not indemnify Indemnitees for any liability or expenses incurred for actions which constitute gross negligence or willful misconduct, as such terms are used in Chapter 607.014(6) of

the Florida Statutes, except where such actions are undertaken at the request of the Association. The indemnification provided in this Article shall be in addition to and shall not limit or modify any other rights to indemnity to which Indemnitees are entitled including, without limitation, those conferred by the Florida Statutes or the By-laws, Articles of Incorporation or any agreement executed by the Association.

ARTICLE X

By-laws

The first By-laws of the Association shall be adopted by the board of directors and may be altered, amended or rescinded by resolution adopted by a majority of the members of the board.

ARTICLE XI

Duration

The Association shall have perpetual existence.

ARTICLE XII

Amendments

These Articles may be amended by resolution adopted by Members having two-thirds (2/3rds) of the votes as calculated pursuant to Article V hereof, at any regular or special membership meeting called for the purpose of considering the amendment of these Articles, or by resolution unanimously adopted by the board of directors; provided, however, that no amendment shall be effective to impair or dilute any rights or obligations of Members that are governed by the Declaration (as, for example, membership and voting rights) which are part of the property interests created thereby.

ARTICLE XIII

Subscribers

The names and residences of the subscribing incorporators of these Articles of Incorporation are: Steve Dobosz, 13581 Cordova Drive, Largo, Florida 33540; Robert Fleck, 1213 Alameda Avenue, Clearwater, Florida 33516; and Helen Sarver, 1344 Summerlin Drive, Clearwater, Florida 33516.

ARTICLE XIV

Registered office - Registered Agent

The registered office of the Association is at One Countryside Office Park, 2536 Countryside Boulevard, P. O. Box 5000, Clearwater, Florida 33518. The registered agent is Helen Sarver, a resident of the State of Florida whose business office is identical with that of the registered office.

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Florida, we, the undersigned, constituting the subscribing incorporators of this Association, have executed these Articles of Incorporation this 6th day of October, 1976.

SUBSCRIBERS:

Steve Dobosz

Robert Fleck

Helen Sarver

I hereby accept designation hereunder as registered agent.

Helen Sarver

STATE OF FLORIDA)
) SS:
PINELLAS COUNTY)

Before me, the undersigned authority, personally appeared the above named subscribers, Steve Dobosz, Robert Fleck and Helen Sarver, who after being first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed, this 6th day of October, 1976.

Notary Public

Notary Public, State of Florida at Large
My Commission Expires June 25, 1977
Bonded by American Fire & Casualty Co.

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BY-LAWS

OF

HIGHLAND LAKES RECREATION AND HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Name

This corporation shall be known as Highland Lakes Recreation and Homeowners Association, Inc., a Florida corporation not for profit (hereinafter called the "Association") as set forth in Articles of Incorporation filed with the Secretary of State (hereinafter called the "Articles").

ARTICLE II

Offices

The principal office shall be in the City of Clearwater, County of Pinellas and State of Florida.

The Association may also have offices at such other places both within and without the State of Florida as the Board of Directors may from time to time determine or the business of the Association may require.

ARTICLE III

Purposes

The purposes of the Association shall be to (a) operate the Recreation Properties (as defined in the Articles), (b) maintain landscaping and other improvements on the Entrance and Dedicated Areas (as defined in the Articles), (c) maintain street lights on Arterial Roads (as defined in the Articles), and (d) take such

actions as the Association is authorized pursuant to its Articles of Incorporation and By-laws to take to maintain the residential quality of Highland Lakes.

ARTICLE IV

Meetings of Members

Section 1. ANNUAL MEETING. The annual meeting of the Members (as defined in the Articles) shall be held on the 3rd Monday in the month of June in each year, beginning with the year 1977, at the hour of 11:00 a.m., or on such other date or time as the Board of Directors may determine, for the purpose of electing Directors, subject to the power of U.S. Home of Florida, Inc. ("Developer") to appoint directors as set forth in Article VI of the Articles and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Florida, such meeting shall be held on the next succeeding business day.

Section 2. SPECIAL MEETINGS. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by law or by the Articles, may be called by the President or by the Board of Directors, and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors then in office, or at the request in writing of a majority of Members of the Association. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting of Members shall be limited to the

purposes stated in the notice thereof.

Section 3. PLACE OF MEETING. The Board of Directors may designate any place, either within or without the State of Florida, unless otherwise prescribed by law or by the Articles, as the place of meeting for any annual meeting or for any special meeting of the Members. A waiver of notice signed by all Members entitled to vote at a meeting may designate any place, either within or without the State of Florida, unless otherwise prescribed by law or by the Articles, as the place for the holding of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the corporation in the State of Florida.

Section 4. NOTICE OF MEETING. Written or printed notice stating the place, day and hour of the meeting and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the President or the Secretary, or the officer or persons calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his residence address.

Section 5. WAIVER OF NOTICE OF MEETING. When Members holding four-fifths (4/5ths) of the votes entitled under Article

V of the Articles to be recognized at any meeting shall be present at such meeting, however called or notified, and shall sign a written consent thereto on the record of the meeting, the acts of such meeting shall be as valid as if legally called and notified.

Section 6. QUORUM. The Members holding a majority of the votes entitled to be recognized at any meeting pursuant to Article V of the Articles, represented in person or by proxy, shall constitute a quorum at a meeting of Members. If less than such majority of votes are represented at a meeting, a majority of the votes so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

Section 7. VOTING. Each Member entitled to vote as provided in the Articles shall at every meeting of the Members be entitled to one vote in person or by proxy, signed by him, for each voting right.

Section 8. PROXIES. At all meetings of Members, a Member may vote by proxy, executed in writing by the Member or by his duly authorized attorney-in-fact; but no proxy shall be valid

after three (3) years from its date, unless the proxy provides for a longer period. Such proxies shall be filed with the Secretary of the Association before or at the time of the meeting.

Section 9. INFORMAL ACTION BY MEMBERS. Unless otherwise provided by law or by the Articles, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

ARTICLE V

Board of Directors

Section 1. GENERAL POWERS. The business and affairs of the corporation shall be managed by its Board of Directors.

Section 2. NUMBER, TENURE AND QUALIFICATIONS. There shall be at least three directors on the Board of Directors. Each Director shall hold office until the next annual meeting of Members or until his successor has been duly elected and qualified, subject to his resignation or death or his removal by the Members at any time with or without cause. All Directors shall be of full age and at least one of them shall be a citizen of the United States.

Section 3. ANNUAL MEETING. After each annual meeting of Members, the Board of Directors shall hold its annual meeting at the same place as and immediately following such annual meeting

of Members for the purpose of the election of officers and the transaction of such other business as may come before the meeting; and, if a majority of the Directors be present at such place and time, no prior notice of such meeting shall be required to be given to the Directors. The place and time of such meeting may also be fixed by written consent of the Directors.

Section 4. REGULAR MEETINGS. Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall be determined from time to time by the Board of Directors. Members of the Board of Directors shall be deemed present at a meeting of the Board if a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, is used.

Section 5. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the Chairman of the Board, if there be one, or the President or any two (2) Directors. The person or persons authorized to call special meetings of the Board of Directors may fix the place for holding any special meetings of the Board of Directors called by them.

Section 6. NOTICE. Notice of any special meeting shall be given at least three (3) days prior thereto by written notice notice delivered personally or mailed to each Director at his residence address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be

given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting, either before, at, or after such meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 7. QUORUM. A majority of the Directors then in office shall constitute a quorum, but a smaller number may adjourn from time to time, without further notice, until a quorum is secured.

Section 8. MANNER OF ACTING. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 9. VACANCIES. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors although less than a quorum of the Board of Directors, unless otherwise provided by the Articles, or by law. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting or a special meeting of the Members called for that purpose, or in the manner provided in this section for filling vacancies.

Section 10. PRESUMPTION OF ASSENT. A Director of the Association who is present at a meeting of the Board of Directors

at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered or certified mail, return receipt requested, to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 11. INFORMAL ACTION BY BOARD. Any action required or permitted to be taken by any provisions of law, of the Articles or of these By-laws at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if, prior to such action, a written consent thereto is signed by all members of the Board or of such committee, as the case may be.

Section 12. REMOVAL. Any Director may be removed by the Members at any general or special meeting of the Members whenever in the judgment of the Members the best interests of the Association will be served thereby. This By-law shall not be subject to change by the Board of Directors.

ARTICLE VI

Officers

Section 1. NUMBER. The officers of the Association shall be a President, a Secretary and a Treasurer, each of whom shall be chosen by the Board of Directors. The Board of Directors may

also choose a Chairman of the Board, one or more Vice Presidents, one or more Assistant Secretaries and Assistant Treasurers and such other officers as the Board of Directors shall deem appropriate. The President, in his sole discretion, may appoint such Assistant Vice Presidents and Assistant Secretaries as he shall deem necessary to properly carry out the Association's activities. Two or more offices may be held by the same person, except that the same person may not be President and Secretary or an Assistant Secretary.

Section 2. TERM OF OFFICE. Each officer shall hold office until his successor shall have been duly chosen or appointed and qualified, or until his earlier death, resignation or removal.

Section 3. REMOVAL. Any officer chosen by the Board of Directors may be removed by the Board of Directors, and any officer appointed by the President may be removed by the President, with or without cause.

Section 4. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. DUTIES OF OFFICERS. The Chairman of the Board of the Association, or the President, if there shall not be a Chairman of the Board, shall preside at all meetings of the Board of Directors and of the Members which he shall attend. The President shall be the chief executive officer of the Association.

Subject to the foregoing, the officers of the Association shall have such powers and duties as usually pertain to their respective offices and such additional powers and duties specifically conferred by law, by the Articles, by these By-laws, or as may be assigned to them from time to time by the Board of Directors.

Section 6. DELEGATION OF DUTIES. In the absence of or disability of any officer of the Association or for any other reason deemed sufficient by the Board of Directors, the Board may delegate his powers or duties to any other officer or to any other Director for the time being.

ARTICLE VII

Committees

Section 1. CREATION AND FUNCTIONS OF COMMITTEES. The Board of Directors may, by resolution passed by a majority of the whole Board, designate committees, each to consist of two (2) or more of the Directors of the Association. Committees shall have such functions and may exercise the powers of the Board of Directors as can be lawfully delegated and to the extent provided in the resolution or resolutions creating such committee or committees.

Section 2. MEETINGS OF COMMITTEES. Regular meetings of committees may be held without notice at such time and at such place as shall from time to time be determined by such committees, and special meetings of the committees may be called by any member thereof upon two (2) days notice to each of the other members of such committee, or on such shorter notice as may be agreed to in writing by each of the other members of such commit-

tee, given either personally or in the manner provided in Section 6 of Article V of these By-laws (pertaining to notice for Directors' meetings).

Section 3. VACANCIES ON COMMITTEES. Vacancies on the committees shall be filled by the Board of Directors then in office at any regular or special meeting.

Section 4. QUORUM OF COMMITTEES. At all meetings of the committees, a majority of the committee's members then in office shall constitute a quorum for the transaction of business.

Section 5. MANNER OF ACTING OF COMMITTEES. The acts of a majority of the members of the committees, present at any meeting at which there is a quorum, shall be the act of such committee.

Section 6. MINUTES OF COMMITTEES. Committees shall keep regular minutes of their proceedings and report the same to the Board of Directors when required.

ARTICLE VIII

Indemnification

The Association shall, and does hereby, indemnify any person ("Indemnitees") for any and all liability arising from his official capacity or from any acts committed or failure to act by him in his official capacity as an officer or director of the Association, including acts which are adjudged by a court of law to have constituted negligence or misconduct in the performance of his duty to the Association, and resulting from judgments, fines, or amounts paid in settlement which are incurred in any action, suit or proceeding, whether civil, criminal, administra-

tive or investigative, and whether such action, suit or proceeding is brought by or in the right of the Association, or other parties, and whether such action, suit or proceeding is commenced during or subsequent to his tenure as an officer or director of the Association ("Actions").

The Association will reimburse Indemnitees for any and all actual and reasonable expenses, including, without limitation, attorneys' fees and court costs ("Expenses") as Expenses are incurred by Indemnitees in Actions. Notwithstanding anything to the contrary herein, the Association will not indemnify Indemnitees for any liability or expenses incurred for actions which constitute gross negligence or willful misconduct, as such terms are used in Chapter 607.014(6) of the Florida Statutes, except where such actions are undertaken at the request of the Association. The indemnification provided in this Article shall be in addition to and shall not limit or modify any other rights to indemnity to which Indemnitees are entitled including, without limitation, those conferred by the Florida Statutes or the By-laws, Articles or any agreement executed by the Association.

ARTICLE IX

Fiscal Year

The fiscal year of the Association shall begin on March 1.

ARTICLE X

Rules of Order

Robert's Rules of Order shall be the parliamentary authority for all matters of procedure not specifically covered by these By-laws.

ARTICLE XI

Amendments

The Board of Directors may later amend, revise, add to, repeal, or rescind these By-laws and/or adopt new By-laws at pleasure, provided that notice of the proposed alteration, amendment, revision, addition, repeal or rescission of the By-laws or adoption of new By-laws shall have been given at least five (5) days preceding the meeting. No amendment of the By-laws may conflict with the provisions of the Articles or the Declaration as outlined in the Articles.

ARTICLE XI

Non-profit Status

No compensation shall be paid to any officer or Director.

ARTICLE X

Amendments

The Board of Directors may later amend, revise, add to, repeal, or rescind these By-laws and/or adopt new By-laws at pleasure, provided that notice of the proposed alteration, amendment, revision, addition, repeal or rescission of the By-laws or adoption of new By-laws shall have been given at least five (5) days preceding the meeting. No amendment of the By-laws may conflict with the provisions of the Articles or the Declaration as defined in the Articles.

ARTICLE XI

Non-profit Status

No compensation shall be paid to any officer or Director.

State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of GREENVIEW RECREATION ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on September 23, 1982, as shown by the records of this office.

The charter number for this corporation is 765180.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
27th day of September, 1982.

George Firestone
Secretary of State

CER 101

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FILED
SEP 23 3 41 PM '82
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

GREENVIEW RECREATION ASSOCIATION, INC.

The undersigned by these Articles of Incorporation associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes and certify as follows:

ARTICLE I

Name

The name of the corporation shall be GREENVIEW RECREATION ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the "Association".

ARTICLE II

Purpose

2.1 The purpose for which the Association is organized is to provide a legal entity for the ownership and/or operation and maintenance (including the repair and replacement to the improvements located thereon and the personalty contained therein), of that certain improved recreational area located upon those certain lands in Pinellas County, Florida legally described on Exhibit "A" attached hereto and made a part hereof, which presently constitutes a portion of the common elements of Greenview Condominium according to the Declaration of Condominium thereof recorded in O. R. Book 5062, page 1502 of the Public Records of Pinellas County, Florida, subject nevertheless to easements for use in common by all unit owners of residential condominium units in Greenview Condominium project, the perimeter legal description of which is attached hereto as Exhibit "B". The Association is further organized for the purpose of maintaining certain subdivision-type improvements (herein "common facilities") to be used in common by Greenview Condominium, Greenview Villas Condominium I and such other condominiums as shall be created in Greenview.

EXHIBIT "G"

2.2 The Association shall make no distribution of income to its members, directors or officers.

ARTICLE III

Power

The powers of the Association shall include and be governed by the following provisions:

3.1 The Association shall have all of the common-law and statutory powers of a corporation not in conflict with the terms of these Articles.

3.2 The Association shall have all of the powers and duties reasonably necessary to operate and maintain the recreational area and common facilities including but not limited to the following:

a. To make and collect assessments against its members to defray the costs and expenses of operation and maintenance of the recreational area and common facilities.

b. To use the proceeds of assessments in the exercise of the powers and duties as set forth herein.

c. The maintenance, repair, replacement and operation of the recreational area and common facilities.

d. The purchase of insurance upon the recreational area and common facilities property and insurance for the protection of the Association and its members.

e. The reconstruction of improvements after casualty and the further improvement of the property.

f. The promulgation of reasonable rules and regulations respecting the use of the recreational area and common facilities provided, however, that all such regulations and their amendments shall be approved by not less than 60% of the votes of the Directors of the Association before such shall become effective.

g. To enforce by legal means the provisions of these Articles, the By-Laws of the Association and the regulations for the use of the recreational area and common facilities.

h. To contract for the management of the recreational area and common facilities and to delegate to such manager all such powers and duties of the Association that are necessary in the opinion of the directors of the Association for manager to effectively manage same.

i. To employ personnel to perform the services required for proper operation and maintenance of the recreational area and common facilities.

j. To enter into agreements with the Developer, Condominium Associations, or any other legal entity for the maintenance, replacement or repair of properties of any used in common with others, such as, but not limited to subdivision-type improvements.

3.3 All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of these Articles of Incorporation and the By-Laws.

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of these Articles of Incorporation and the By-Laws.

ARTICLE IV

Members

4.1 The members of the Association shall be Greenview Villas Condominium I Association, Inc., Greenview Condominium Association, Inc., if same elects to become a member, together with such additional condominium associations as shall be formed to operate condominiums created in Greenview, all of said associations being Florida corporations not for profit.

4.2 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except with the written consent and approval by all other members.

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ARTICLE V

Directors

5.1 The affairs of the Association will be managed by a board consisting of the same number of directors as there are members. Each member shall have the right to designate one director.

5.2 Directors of the Association shall be designated as above provided at the annual meeting of members.

5.3 Each Director shall have one vote. The respective director vote shall be weighted as follows: the total of the directors votes shall equal the number of residential apartment units constructed in Greenview presently anticipated to be 163, but in no event to exceed 300. Each Director shall have the number of votes equal to the number of units in the condominium operated by the association member designating each such Director. For example, the total number of units in Greenview upon completion is 163, the Director designated by Greenview Villas Condominium I consisting of 22 units would be 22/163's of the total.

5.4 A majority vote shall be required in connection with the transaction of any business by the Directors. Fifty per cent of the total vote plus one shall constitute a majority vote for the purpose of approving any matters to be voted on by the Directors as aforesaid.

5.5 The presence in person or by proxy of Directors having a majority vote as defined in Section 5.4 of this Article shall constitute a quorum.

5.6 Directors may only be removed by the member designating the respective Director and all vacancies on the Board of Directors shall be filled by the member whose director's seat has been vacated.

5.7 5.1 through 5.6 hereof shall only become operative upon the completion of all condominiums to be constructed in Greenview as evidenced by the filing of the respective Declarations of Condominium which encompass all property in Greenview prior to the completion. Prior to the completion of all condominiums as aforesaid,

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the affairs of the Association shall be managed by a board consisting of three Directors who need not be members of the respective condominiums in Greenview nor a designee thereof. Said Directors shall be designated by the Developer, U. S. Home Corporation and any vacancy occurring shall be filled by the surviving Director. Each Director shall have one vote and on matters shall be determined by a majority vote and a quorum for purposes of meetings shall consist of two members. The Directors to be designated as provided in this paragraph 5.7 shall be referred to as the initial Directors.

5.8 The names and addresses of the initial Board of Directors who shall hold office until their successors are designated as provide herein are as follows:

Names	Addresses
Martin G. Roberts	2846 Highland Blvd. Palm Harbor, Florida 33563
Virginia Casagrande	1025 Franklin Road Tampa, Florida 33609
Helen Sarver	1344 Summerlin Drive Clearwater, Florida

ARTICLE VI

Officers

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors annually and shall serve at the pleasure of the Board of Directors.

The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President	Martin G. Roberts	2846 Highland Blvd. Palm Harbor, Florida 33563
Vice President	Virginia Casagrande	1025 Franklin Road Tampa, Florida 33609
Secretary	Helen Sarver	1344 Summerlin Drive Clearwater, Florida

ARTICLE VII

Indemnification

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or settlement of any proceeding to which he may be a part or in which he may become involved by reason of his being of having been a director of officers of the Association, whether or not he is s director or officer at such time expenses are incurred, except when the director of officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties provided, that in the event of a settlement the indemnification shall apply only when the Board of Directors approved such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled

ARTICLE VIII

By-Laws

The initial by-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE IX

Amendments

Amendment to the Articles of Incorporation shall be proposed and adopted in the following manner:

9.1 The Directors shall have the sole right to make amendments to these Articles.

9.2 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

9.3 Amendments shall only be made upon the affirmative vote of seventy-five (75%) percent of the total votes allocated to the Directors.

9.4 A copy of each amendment shall be certified by the Secretary of State and may be recorded in the Public Records of Pinellas County, Florida.

ARTICLE X

Subscribers

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

Names	Addresses
Martin G. Roberts	2846 Highland Blvd. Palm Harbor, Florida 33563
Virginia Casagrande	1025 Franklin Road Tampa, Florida 33609
Helen Sarver	1344 Summerlin Drive Clearwater, Florida

ARTICLE XI

Association Address

The office of the Association shall be at One Countryside Office Park, Suite 300, Clearwater, Florida 33515, Attn: Southwest Management, Inc.

ARTICLE XII

Registered Office - Registered Agent

The registered office of the Association is at One Countryside Office Park, Suite 300, Clearwater, Florida 33516. The registered agent is Helen I. Sarver, a resident of the State of Florida whose business office is identical with that of the registered office.

ARTICLE XIII

Term

The term for which this corporation shall exist is perpetual.

ARTICLE XIV

Assessments

Money or funds for the payment of the cost of owning, managing, operating and maintaining the recreational area and common facilities shall be assessed against the members as follows: Greenview Condomin shall be assessed and/or pay 1/12th of said total cost whether a member of not. The remaining 11/12ths of the total cost shall be assessed to and paid by the other members in the fractional portion, the numerator of which would be the number of units in each members Condominium and the denominator of which would be the total number of units in Greenview when completed less the 30 units in Greenview Condominium. For example: should Greenview when completed have a total of 163 units, Greenview Villas Condominium I consisting of 22 units would pay 22/133rds until completion of the project, Greenview. U. S. Home Corporation, developer of the project shall pay the remaining 111/133rds until said obligation is assigned to subsequent condominiums created in Greenview. Upon the completion, the fractional portions shall be adjusted to the actual number of completed units.

ARTICLE XV

Title

The Association shall take title to the recreational area as same is conveyed to it by the unit owners of Greenview Condominium and in such event shall hold same in trust for its members in the fractional portions, the numerator of which would be the number of units in each members Condominium and the denominator of which would be the total number of units in the project Greenview when completed.

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 10th day of August, A. D. 1982.

MARTIN G. ROBERTS

VIRGINIA CASAGRANDE

HELEN SARVER

STATE OF FLORIDA)
:SS
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared MARTIN G. ROBERTS, VIRGINIA CASAGRANDE and HELEN SARVER, who after being first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of August, A. D. 1982.

My commision expires:

Notary Public, State of Florida at Large
My Commission Expires June 20, 1986
Bonded by American Pioneer Casualty Ins. Co.

Sharon L. Pawlowski
Notary Public - State of Flor

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POLICY RESOLUTION

Policy Resolution Greenview Condominium Association Inc. located in Pinellas County, State of Florida

A Resolution pertaining to: Policy Book

(Specifications) Now therefore, be it resolved that: All policies and procedures of the Board of Directors shall be published, indexed and readible, and available to owners. One copy shall be maintained by the Management Company .

Minutes of April 3, 1982

Attest

1-10-84 Betty J. Fleming
date Secretary

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161 to 174

POLICY RESOLUTION

Policy Resolution Greenview Condominium Association Inc. located in Pinellas County, State of Florida

A Resolution pertaining to: Remodeling or changes to limited or common areas.

(Specifications) Now therefore, be it resolved that: Our Condominium Documents require that All remodeling or any changes to common and limited common areas such as, but not limited to, porch and hall entrance, shall receive Board approval prior to making any changes. All requests for changes must be made in writing to the Board of Directors. Detailed plans and specification must accompany each request.

Minutes of ___April 17, 1982_

Attest

4-16-84 Betty F. Manning
date Secretary

162

POLICY RESOLUTION

Policy Resolution Greenview Condominium Association Inc. located in Pinellas County, State of Florida

A Resolution pertaining to: Vinyl Enclosures

(Specifications) Now therefore, be it resolved that: On the west side of the building only vinyl enclosures with amber tinted windows to correspond to the windows presently installed on the west side of Unit 103. On the east side of the Building, only clear vinyl windows as installed on the east side of Unit 103 are permitted. Frames holding the vinyls shall be bronze.

Minutes of __April 17, 1982__

Attest

4-10-84 Betty J. Passaring
date Secretary

163

POLICY RESOLUTION

Policy Resolution Greenview Condominium Association Inc. located in Pinellas County, State of Florida

A Resolution pertaining to: Awnings

(Specifications) Now therefore, be it resolved that: Canvas type roll or drop awnings shall be brown and white vertical stripes as now installed on Units 304 and 107

Minutes of ___April 17, 1982_

Attest

4-10-84 Betty J. Warning
date Secretary

164

POLICY RESOLUTION

Policy Resolution Greenview Condominium Association Inc. located in Pinellas County, State of Florida

A Resolution pertaining to: Combination Storm-Screen Doors

(Specifications) Now therefore, be it resolved that: Storm-Screen Doors must be white and identical to the type currently installed on Unit 101

Minutes of __April 17, 1982__

Attest

4-10-84 Betty J. Hathaway
date Secretary

165

POLICY RESOLUTION

Policy Resolution Greenview Condominium Association Inc. located in Pinellas County, State of Florida

A Resolution pertaining to: Swimming Pool Rules

(Specifications) Now therefore, be it resolved that: Swimming Pool Rules as stated in the attached (2) pages are approved by the Board of Directors

Minutes of __April 3, 1982___

Attest

4-10-84 Betty J. Manning
date Secretary

166

POLICY RESOLUTION

Policy Resolution Greenview Condominium Association Inc. located in Pinellas County, State of Florida

A Resolution pertaining to: Service Request

(Specifications) Now therefore, be it resolved that:Owners requesting service or making recommendations, shall make a written request on the attached form.

Minutes of __April 17, 1984__

Attest

4-10-84 Betty J. Wanning
date Secretary

167

POLICY RESOLUTION

Policy Resolution Greenview Condominium Association Inc. located in Pinellas County, State of Florida

A Resolution pertaining to: Bar-B-Que

(Specifications) Now therefore, be it resolved that: Fire Codes, enforced by the Palm Harbor Fire Dept., prohibit open flames and bar-b-que unit fires on porches of multi-story units. In addition, there is a smoke nuisance ordinance, enforced by our County Police. In consideration of safety and an owner's right to clean air, all bar-b-quing must be done at least 25 feet from the exterior wall of our building and with due consideration for prevailing winds to insure that smoke does not blow towards the building.
Minutes of __Nov. 5, 1982 ___

Attest

_____ _____
date Secretary

168

POLICY RESOLUTION

Policy Resolution Greenview Condominium Association Inc. located in Pinellas County, State of Florida

A Resolution pertaining to: Emergency Access to Units

(Specifications) Now therefore, be it resolved that: Unit owners either provide a key to their unit for emergency access to their units, or provide the name and phone number of a nearby friend or relative who has the key to their unit. Details to be given the owners by the President by letter. (See attached)

Minutes of __August 18, 1982_

Attest

_____ _____
date Secretary

POLICY RESOLUTION

Policy Resolution Greenview Condominium Association Inc. located in Pinellas County, State of Florida

A Resolution pertaining to: Procedure for lease of a unit

(Specifications) Now therefore, be it resolved that: Procedure for Lease of a Unit and Application Form for Lease Approval (attached) are approved and adopted.

Minutes of __March 14, 1983__

Attest

_____ _____
date Secretary

170

POLICY RESOLUTION

Policy Resolution Greenview Condominium Association Inc. located in Pinellas County, State of Florida

A Resolution pertaining to: Rental processing fee.

(Specifications) Now therefore, be it resolved that: Effective May 1, 1983 each application submitted to the Property Manager must be accompanied by a $30 fee to cover the cost of processing.

Minutes of __April 19, 1983__

Attest

_____ _____
date Secretary

171

POLICY RESOLUTION

Policy Resolution Greenview Condominium Association Inc. located in Pinellas County, State of Florida

A Resolution pertaining to: Rental Control

(Specifications) Now therefore, be it resolved that:Any Lessor violating ArticleXVII,Section 2 as amended by the owners March 5, 1983 shall cause the following legal procedure to be instituted: 1. Immediately upon learning of this violation the President (or in his absence, the next officer of the Board) shall notify the Property Manager of the violation and instruct the Property Manager to take action as stated in Paragraph 2.
2. Within 24 hours the Property Manager shall gather all necessary information, and present it to the legal firm representing Greenview Condominium Assn. As expeditiously as possible the legal firm shall file suit against the owner and the tenant.

Minutes of __Nov.23,1983__

Attest

_____ _____
date Secretary

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PRACTICES

The following practices have not been adopted as formal rules or policies by the Board of Directors. They have been the subject of informal discussions by the Board. If followed, it is believed these suggestions will benefit all Greenview residents.

SECURITY

.Open locked gates only for your own visitors

.Keep First floor trash room door locked at all times

.Keep all exit doors locked at all times Do not block these doors open

.All aisles and stairways must be keep clear for emergency egress.

.In the event fire alarm sounds investigate. Vacate your unit and determine the cause. Do not assume it is just "another false alarm".

SECURITY (Cont.)

.In the event an Ambulance, Fire Dept., or Sherrif (Police) is called, have someone at the main gate to direct them to the unit that called.

TRASH ROOM

.Use your garbage disposal for garbage. If the garbage is the type which cannot be handled by the garbage disposal, it must be wrapped and sealed in a plastic bag as trash is picked up only twice a week.

.Place all newspapers in paper bags and pile them in the trash room for pickup by charity organizations.

MAINTENANCE OF PROPERTY

.When using the elevator to move, hang pads in the elevator for protection.

Donot shut off lawn sprinklers Call the Property Manager for corrections.

.If you notice something that has become defective or needs correc tion, contact the Property Manager or the Maintenance Committee. Do not instruct or direct an employee of a firm hired by the Association Costs are sometimes increased and the employee becomes confused when he has too many bosses.

GREENVIEW CONDOMINIUM ASSN

PRACTICES

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DECLARATION OF CONDOMINIUM
ARTICLE XVii
RESTRICTIONS

Section 1

No unit shall be used for any purpose than as and for a single-family residence or dwelling

DECLARATION OF CONDOMINIUM
ARTICLE XVii
RESTRICTIONS

Section 2

All unit owners shall keep and maintain the interior of their respective units in good repair, including the entire air conditioning system (compressor, ducts, vents, etc.) servicing the respective owners` apartments, whether inside or outside owners` apartments, and shall promptly pay for all utilities which are separately metered to the units.

DECLARATION OF CONDOMINIUM
ARTICLE XVii
RESTRICTIONS

Section 3

No unit owner shall cause any signs or any nature whatsoever to be posted or affixed to any of the common elements, limited common elements, or in his respective unit if such sign may be seen from any portion of the common elements; except for name plates which shall be uniform in size and design, and approved by the Board of Directors.

DECLARATION OF CONDOMINIUM
ARTICLE XVii
RESTRICTIONS

Section 4

No dog or cat or other pets shall be permitted in any of the units or on the common or limited common elements except for birds, such as canaries or parakeets, and fish such as gold fish or tropical varieties, which may be kept by a unit owner in the owners respective unit provided that no such birds and/or fish shall be raised for commercial purposes

Notwithstanding the foregoing, initial purchasers of units from U.S. Home Corporation shall be permitted to keep one dog or cat pet for the life of said pet, provided the dog or cat, as the case may be, was owned by said owner prior to the unit owner's acquisition of the unit and further provided that said owner shall keep said dog on a leash at all times that the dog is out of the owner's unit and shall only walk the dog in areas set aside and designated by the Directors.

DECLARATION OF CONDOMINIUM
ARTICLE XVii
RESTRICTIONS

Section 5

Unit owners, their families, guests, invitees, or lessee shall be liable to the Association for defacing, marring or otherwise causing damage to the common elements or limited common elements where the repair of said damage is the obligation of the Association.

DECLARATION OF CONDOMINIUM
ARTICLE XVii
RESTRICTIONS

Section 6
All common areas shall be kept free for their intended use by the unit owners in common and shall in no event be used as storage areas by the individual unit owners, either on a temporary or permanent basis.

DECLARATION OF CONDOMINIUM
ARTICLE XVii
RESTRICTIONS

Section 7

No clothing, bedding or other similar items shall be dried or aired in any outdoor area or within the unit or any limited common element if same can be seen from the common areas.

DECLARATION OF CONDOMINIUM
ARTICLE XVii
RESTRICTIONS

Section 8

All occupants of units shall exercise extreme care about making noises, or the use of musical instruments, radios, televisions and amplifiers that may tend to disturb other occupants.

DECLARATION OF CONDOMINIUM
ARTICLE XVii
RESTRICTIONS

Section 9

No occupants shall play upon or suffer to be played upon, any musical instrument, or permit to be operated, a phonograph or radio loudspeaker in such occupant's unit between the hours of 11:00 o'clock p.m. and the following 9:00 o'clock a.m.,if the same disturb or annoy other occupants of the building, and in no event shall either vocal or instrumental music be practiced for more than two hours in any day or between the hours of 6:00 o'clock p.m. and the following 9:00 o'clock a.m., nor shall an occupant commit or permit any nuisance or immoral or illegal act in his unit, or in the common elements.

DECLARATION OF CONDOMINIUM
ARTICLE XVii
RESTRICTIONS

Section 10

No unit owner, or approved lessee of unit owner, shall permit any child under the age of sixteen (16) years to reside in any of the units except as otherwise provided herein.

DECLARATION OF CONDOMINIUM
ARTICLE XVii
RESTRICTIONS

Section 11

No one bedroom unit shall be permanently occupied by more than two individuals and no two bedroom unit by more than four individuals except as otherwise provided herein.

DECLARATION OF CONDOMINIUM
ARTICLE XVii
RESTRICTIONS

Section 13.

The Unit owners, their guests and invitees agree to use the common elements only in accordance with such reasonable rules and regulations as are promulgated from time to time by the Directors of the Association for the use thereof.

DECLARATION OF CONDOMINIUM
ARTICLE XVii
RESTRICTIONS

Section 14

No trucks or commercial vehicles (except during the period of approved construction), campers, movile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on the common elements. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles such as for pick up, delivery and other commercial services. Automobiles shall be parked only on the parking spaces established for such purpose. No repair of vehicles shall be made within the condominium property.

DECLARATION OF CONDOMINIUM
ARTICLE XVii
RESTRICTIONS

Section 15

All parking spaces shown on Sheets 6 through 8 inclusive of Exhibit "A" lettered "G", shall be used for guest parking and such other uses as determined by the Directors. The parking spaces lettered "RP" shall be used by the Unit Owners, their guests and invitees in connection with their use of the recreational area pursuant to such rules and regulations as may be promulgated by the Directors.

DECLARATION OF CONDOMINIUM
ARTICLE XVii
RESTRICTIONS

Section 16

The exterior of the units and all other areas appurtenant to a unit including the patios and balconies shown on Sheet 9 of Exhibit "A", whether screened or unscreened, as the case may be, and private fences screening the first floor patios and aluminum railings on the balconies initially installled by the Developer shall not be painted, decorated or modified by any owner in any manner without prior consent of the Board of Directors which consent may be withheld on purely aesthetic grounds within the sole discretion of the Directors. Any such alterrations or improvements may only be permitted upon specific plans and specifications, standards and criteria established therefore, which when approved shall be subject for use by all unit owners.

DECLARATION OF CONDOMINIUM
ARTICLE XVii
RESTRICTIONS

Section 17

No awnings , window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the unit except as shall have been approved by the Board of Directors, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors. All glass and screening replacements must be of original color and quality.

DECLARATION OF CONDOMINIUM
ARTICLE XVii
RESTRICTIONS

Section 18

All garbage and refuse from the units shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Board will direct. All disposals shall be used in accordance with instructions given to the owner by the Directors. Refuse, newspapers and bagged garbage shall be deposited only in areas provided for such purposes.

DECLARATION OF CONDOMINIUM
ARTICLE XVii
RESTRICTIONS

Section 19

Waterclosets and other water apparatus in the buildings shall not be used for any purposes other than those for which they were constructed. Any damage resulting from misuse of any waterclosets or other apparatus shall be paid for by the owner in whose unit it shall have been caused or originated.

C & N
Property Management, Inc.
2697-B Sunset Point Road • Clearwater, FL 33759-1500
(727) 799-0079

February 19, 1999

Mr. L. Muller
2836 Fox Squirrel Drive
Palm Harbor, Florida 34684

Re: Greenview Condominium Association, Inc.

Dear Mr. Muller:

Enclosed is a complete set of Greenview Condominium Association practices. I will phone you after talking to Clare Good and other Board members regarding the household pet situation.

Sincerely,

Nicholas F. Lapetina
Property Manager

Enclosure: Greenview Condominium Practices

Copy: File

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ATTN: Nancy RE: Greenview Condo

APPROVAL REQUEST FOR OWNERSHIP TRANSFER

SPECIAL NOTE: This request for approval of ownership transfer must be in the possession of the Board of Directors ten (10) days prior to consideration for approval by the Board. **A COPY OF THE SALES AGREEMENT MUST ACCOMPANY THIS REQUEST.** Applicant must read Rules & Regulations and Condominium/Homeowner Documents before interview. Please send all information to the office of First Choice Association Management and contact the manager at (727) 785-8887 to schedule an interview.

FROM: _____ TO: _____
SELLER PURCHASER

RE: _____ _____ ASSOCIATION, INC.

UNIT: _____

CLOSING DATE: _____

Purchaser(s) represent that the following information is true and correct, and consent to your further inquiry and investigation concerning this information or any information which comes from that inquiry which is necessary for approval of this request.

(A) Is unit to be leased? YES_____ NO_____ If unit is to be leased, purchaser agrees to supply the Board of Directors with application for lease and copy of lease prior to rental occupancy.

(B) Persons who will occupy the above unit are as follows:

NAME: _____ AGE: _____

NAME: _____ AGE: _____

(IF ADDITIONAL PEOPLE WILL OCCUPY UNIT, ATTACH A SEPARATE SHEET AS AN ADDENDUM.)

(C) PRESENT ADDRESS _____
PRESENT PHONE _____

(D) PERMANENT ADDRESS AFTER CLOSING _____
PHONE _____

(E) EMPLOYER(S) NAME/ADDRESS
_____
_____
_____

(F) (2) REFERENCES
NAME/ADDRESS _____
_____
_____
_____

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(G) (2) BANK REFERENCES

_____ _____

_____ _____

_____

(H) AUTOMOBILE(S) _____ TAG #_____

AUTOMOBILE(S) _____ TAG #_____

(I) PETS (IF ALLOWED) TYPE_____ WEIGHT_____

(J) TITLE COMPANY NAME: _____

ADDRESS_____

_____TELEPHONE_____

(K) REAL ESTATE AGENT _____

ADDRESS_____

_____ TELEPHONE_____

Purchaser(s) states a copy of Condominium/Homeowner Documents, including Declaration of Condominium/Homeowner Articles of Incorporation, By Laws, and Rules & Regulations have been received, read, and understood and agree to abide by all the conditions and terms therein and all reasonable rules and regulations enacted hereafter officially by the Association.

This approval is subject to all financial obligations to the Association, including, but not limited to: maintenance fees, late charges, special assessments, legal fees, and application fees having been paid in full or will be paid by closing agent at the time of closing of this sale.

Copy of Sales Agreement is attached. _____ Fee paid. _____

_____ _____

Seller Purchaser

_____

Seller Purchaser

SEND COPY OF WARRANTY DEED TO:

FIRST CHOICE ASSOCIATION MANAGEMENT, INC.
3440 East Lake Road Suite 106
Palm Harbor, FL. 34685
(727) 785-8887

A FEE OF $50.00 MUST ACCOMPANY THIS APPLICATION. ALL CHECKS SHOULD BE MADE PAYABLE TO THE ASSOCIATION.

NOTE: SELLER SHOULD PROVIDE BUYER WITH COUPON BOOK. IF COUPON IS NOT PROVIDED, THERE IS A $10 CHARGE TO THE NEW OWNER FOR A NEW COUPON BOOK. PLEASE ENSURE THAT YOUR SELLER BRINGS HIS COUPON BOOK TO CLOSING!!

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FREQUENTLY ASKED QUESTION & ANSWER SHEET

CONDOMINIUM ASSOCIATION, INC.

Q. What are my voting rights in the association?
A. One vote per unit.

Q. What restrictions exist in the condominium documents on the right to use my unit?
A. All restrictions are in the condominium documents.

Q. What restrictions exist in the condominium documents on the leasing of my unit?
A. $50 App Fee / Application / Copy of Lease / 55+ Comm. / No Dogs

Q. How much are my assessments to the condominium association for my unit type and when are they due?
A. 1st day of each month /

Q. Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in that association? Also, what is the frequency and amount of the assessments?
A. Highland Lakes (optional)

Q. Am I required to pay rent of land use fees for the recreational or other commonly used facilities? If so, how much am I obligated to pay annually?
A. None

Q. Is the condominium association or other mandatory membership association involved in any court case in which it may face liability in excess of $100,000.? If so, identify each such case.
A. None

Note: The statements contained herein are only summary in nature. A prospective purchaser should refer toall references, exhibits hereto, the sales contract, and the condominium documents.

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LAW OFFICES OF
CIANFRONE & De FURIO
A Partnership of Professional Associations

Joseph R. Cianfrone, P.A.
James R. De Furio, P.A.

1964 Bayshore Boulevard
Dunedin, Florida 34698

(727) 738-1100
(727) 733-2154
Fax (727) 733-0042

Stephan C. Nikoloff, Esq.
Tiffany A. Grant, Esq.

December 4, 2009

VIA EMAIL – walter.sieg@verizon.net
AND FIRST CLASS MAIL

Board of Directors
Green View Condominium Association, Inc.
c/o Bay Management, Inc.
2455 Tampa Road, Suite B
Palm Harbor, FL 34683

Re: Documents and Related Issues

Dear Board Members:

Please accept this letter as a follow up to our recent meeting regarding a number of different issues.

As the community is a condominium community, owners should not make individual changes to the interior hallways which are part of the common elements.

The Association Board of Directors has the authority to prohibit individual decoration. The Condominium Act requires the approval of either the percentage of owners as stated in the Declaration or 75% of all owners, in relation to changes to the common elements.

Substantial changes to the common elements, which might require a vote, are always a question of degree. The overriding concern is that owners will not interfere with maintenance of the common elements and/or change the look and appearance of the common elements.

An amendment to the Declaration may be made to clarify that the Board may create specific rules and regulations to allow minor decorations to the hallways. If the provision is adopted, the Board could then subsequently adopt rules to address holiday ornaments, personalized name or address information, and/or to allow other desired items.

Please consider that overall the residents are to abide by the documents and the Board is given the authority to enforce the documents. Residents make a compromise by living in a Condominium community and should recognize and agree to abide by the rules for the benefit of the common good.

In accordance with the Condominium Act, an association may make an amendment to its Bylaws to authorize the imposition of fines against owners and residents for violations of the documents.

The fining procedure, once implemented, will save the Association legal expense in enforcing the documents. The Statute requires that if a party is to be fined, written notice must be given of the alleged violation, followed by a hearing before a panel of three impartial other owners who are not Board members, spouses of Board members, or parties who manage the Association. If the Fining Committee agrees a fine is appropriate, a fine may be imposed against such party. A fine may be collected in a Small Claims Court and/or carried on the Association's ledger account for the unit.

In relation to the 55 and over issue, the Declaration of Condominium should be amended to incorporate the 55 and over provision. It is acknowledged the 55 and over restriction is contained in the Declaration of Covenants and Restrictions for the entire Highland Lakes Community, however, if the Condominium Association is to enforce the issue, the same restriction should be stated in the Declaration of Condominium. Once incorporated into the Declaration, the 55 and over provision would allow the Association to prohibit the permanent occupancy of persons under the age of 18 or any other desired age which is stated in the amendment.

The Association, with the approval of the owners, may also amend the Declaration to address rentals. A rental cap may be placed in the Declaration, such as not more than 20% of the units. The Association might also consider requiring ownership for more than 24 months before being allowed to rent the condominium. Such provisions will deter investors from acquiring condominiums in the Community.

Another desirable provision is to state that the Association will have the right to evict on behalf of the owner for violation of the documents by a tenant. Such a provision would give the Association direct authority to evict a tenant in the event an owner fails to move forward and address the problem tenancy.

If you need further assistance in making any amendments or addressing any other changes, please do not hesitate to call.

Sincerely,

JOSEPH R. CIANFRONE, P.A.

Joseph R. Cianfrone

JRC:dmc

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KARLEEN F. DE BLAKER, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2004353330 09/03/2004 at 01:27 PM
OFF REC BK: 13809 PG: 1060-1079
DocType:RST RECORDING: $171.50

PREPARED BY
JOSEPH R. CIANFRONE, P.A.
1964 BAYSHORE BOULEVARD
DUNEDIN, FLORIDA 34698

AMENDED AND RESTATED

DECLARATION OF RESTRICTIONS AND AFFIRMATIVE COVENANTS

HIGHLAND LAKES

KNOW ALL MEN BY THESE PRESENTS, that the HOMEOWNERS ASSOCIATION OF HIGHLAND LAKES, INC. ("Association"), being the homeowners association for the real property described below does hereby declare that such real property is subject to the Amended and Restated Declaration of Restrictions and Affirmative Covenants as set forth herein (the "Restrictions").

W I T N E S S E T H :

WHEREAS, the Declaration of Restrictions and Affirmative Covenants for Highland Lakes was made the 20th day of October, 1976 and originally recorded in O.R. 4470, Page 842 et. seq. of the Public Records of Pinellas County, Florida.

WHEREAS, the Declaration of Restrictions and Affirmative Covenants for Highland Lakes was amended as recorded in O.R. 6203, Page 411 et. seq., O.R. 6376, Page 236 et. seq., O.R. 6441, Page 1067 et. seq., O.R. 6684, Page 1191 et. seq., O.R. 6759, Page 2177 et. seq., O.R. 6939, Page 1772 et. seq., O.R. 7199, Page 2091 et. seq., O.R. 7495, Page 2309 et. seq., O.R. 7815, Page 1112 et. seq., O.R. 7870, Page 2042 et. seq., O.R. 7931, Page 1545 et. seq., O.R. 9241, Page 361 et. seq., O.R. 9371, Page 2156 et. seq., and O.R. 10076, Page 1080 et. seq., all of the Public Records of Pinellas County, Florida.

WHEREAS, in accordance with ARTICLE III, Section 1 of the Declaration of Restrictions and Affirmative Covenants of Highland Lakes, after the approval of not less than sixty-six and two-thirds percent of the Owners by votes cast either in person or by

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proxy, the Declaration of Restrictions and Affirmative Covenants of Highland Lakes has been amended and restated as stated herein.

WHEREAS, the Homeowners Association of Highland Lakes, Inc. is the Association for the community known as Highland Lakes containing approximately 784 acres, the legal description of which is more particularly described in Exhibit A attached hereto which real property shall hereinafter be referred to as the "Development" or "Highland Lakes"; and

WHEREAS, the Association deems it necessary for the preservation of the residential quality of Highland Lakes and to preserve and further insure the appearance, value and amenities of Highland Lakes, all of the property hereinabove referenced as Highland Lakes, exclusive of portions of Highland Lakes known as Highland Lakes Units One to Three, inclusive, as described below, and Highland Lakes Condominiums I to V, inclusive, as described below, and those areas designated as recreation properties, shall be held, owned, occupied and transferred subject to these Amended and Restated Declaration of Restrictions and Affirmative Covenants of Highland Lakes; and

WHEREAS, a portion of Highland Lakes was previously platted as "Highland Lakes Unit One" (according to the plat thereof recorded in Plat Book 70, Pages 2-4, Public Records of Pinellas County, Florida), "Highland Lakes Unit Two" (according to the plat thereof recorded in Plat Book 72, Pages 29-30, Public Records of Pinellas County, Florida), "Highland Lakes Unit Three" (according to the plat thereof recorded in Plat Book 72, Pages 49-50, Public Records of Pinellas County, Florida); "Highland Lakes Unit Four" (according to the plat thereof recorded in Plat Book 75, Page 77, Public Records of Pinellas County, Florida); and "Highland Lakes Unit Five" (according to the plat thereof recorded in Plat Book 76, Pages 16 and 17, Public Records of Pinellas County, Florida); and

WHEREAS, a portion of Highland Lakes has been previously dedicated to condominium ownership known as "Highland Lakes Condominium I" (according to the plat thereof recorded in Condominium Plat Book 15, Pages 9-12, Public Records of Pinellas County, Florida), "Highland Lakes Condominium II" (according to the plat thereof recorded in Condominium Plat Book 17, Pages 62-65, Public Records of Pinellas County, Florida), "Highland Lakes Condominium III" (according to the plat thereof recorded in Condominium Plat Book 20, Pages 99-101, Public Records of Pinellas County, Florida), "Highland Lakes Condominium IV" (according to the plat thereof recorded in Condominium Plat Book 22, Pages 44-47, Public Records of Pinellas County, Florida), and "Highland Lakes Condominium V" (according to the plat thereof recorded in Condominium Plat Book 22, Pages 107-110, Public Records of Pinellas County, Florida).

All powers, rights and privileges which heretofore may have been accorded solely to the Developer, originally known as U.S. Home of Florida, Inc. in the original Declaration

f Restrictions and Affirmative Covenants of Highland Lakes have been previously ransferred to the Association known as, Homeowners Association of Highland Lakes, Inc.

ARTICLE I

HOMEOWNERS ASSOCIATION OF HIGHLAND LAKES, INC.

1. Purpose.

In order to insure that certain common properties, as more particularly described hereafter, will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the residents of Highland Lakes and to provide for other matters of concern to the residents, the non-profit association known as Homeowners Association of Highland Lakes, Inc. (hereinafter referred to as the "Association") has been created. The purpose of the Association is to (a) operate the Recreation Properties (as hereinafter defined), (b) maintain landscaping and other improvements on the Entrance and Dedicated Areas (as hereinafter defined), (c) maintain street lights on Arterial Roads (as hereinafter defined), and (d) take such actions as the Association is authorized pursuant to its Articles of Incorporation and By-Laws to take to maintain the residential quality of the Development.

2. Membership.

The members of the Association ("Members") shall include (a) any person or group of persons, who in his own name or collectively, has title to a residential unit in Highland Lakes, other than any person or persons owning a residential unit who may voluntarily become a Member of the Association pursuant to Subsection 2(b) of this ARTICLE; and (b) any person or group of persons approved in writing by the Association owning a residential unit in Highland Lakes Units One, Two, Three or Four whose unit was conveyed by U.S. Home of Florida, Inc. prior to the recording of the original Declaration of Restrictions and Affirmative Covenants for Highland Lakes on October 25, 1976, or Highland Lakes Condominiums I to V, inclusive, who voluntarily agrees to join the Association and subject his residential unit to the Restrictions set forth herein, provided however, that regardless of the number of Members owning a residential unit as set forth hereinabove, only two members per residential unit shall be entitled to use of the Recreational Properties and such two members shall be designated by agreement among all the owners of each residential unit.

Additional recreation use privileges shall be available to those persons (whether Members or not) who occupy a unit in excess of 91 days, such use rights being conditioned upon compliance with procedural rules and regulations adopted by the Association.

The term "residential unit" as used in this Declaration shall mean either a single-family lot or a multiple-family dwelling unit. Each person or group of persons, by acceptance of a deed to encumbered property (as hereinafter defined) after these Restrictions are recorded or in the case of any individual described in Subsection 2(b) of this ARTICLE, who agrees to have his residential unit subject to the Restrictions set forth herein agrees to abide by the rules and regulations of the Association and to pay such assessments, dues or charges as shall be levied by the Board of Directors of the Association in accordance with the By-Laws of the Association and with these Restrictions. Each platted lot and residential unit in the Development subject to these Restrictions shall hereafter be referred to as an "Encumbered Property" and collectively as "Encumbered Properties". All platted lots and residential units shall be subject to monthly charges and special assessments and fees as more particularly described in ARTICLE I Section 10 of the Declaration.

3. Voting Rights.

Recorded ownership of an Encumbered Property in Highland Lakes will entitle the owner, or the owners, collectively if ownership is in more than one person, to vote in the Association.

4. Recreation Properties.

The Homeowners Association of Highland Lakes, Inc. has a number of recreational properties which contain the facilities described in Exhibit B attached hereto, known as the Recreation Properties.

The Association shall have the exclusive right to own, control and operate the Recreation Properties and to establish all policies and procedures for the use thereof.

5. Members' Easement of Enjoyment.

Subject to the provisions of Section 6 of this ARTICLE, each member of the Association shall have a right and easement of enjoyment in and to the Recreation Properties and such easement shall be appurtenant to and shall pass with title to each Encumbered Property provided, however, use of the Recreation Properties shall be only in accordance with Section 2 hereinabove. Recreation Properties may be maintained, repaired and replaced as the Board of Directors may deem appropriate without membership approval, provided such maintenance, repair and/or replacement does not change the purpose or purposes for which the particular amenity was initially intended or is being used and provided that such maintenance, repair and/or replacement does not expand such use or uses beyond that which is reasonably necessary to meet the needs of the membership as determined from time to time by the Board of Directors in its sole

discretion. To the extent that the Board of Directors determines it appropriate to add to the Recreation Properties by provision of amenity or amenities not presently existing at the time of this amendment, or should the maintenance, repair and/or replacement of the existing Recreation Properties exceed the limitations described in the first sentence of this paragraph, then in such event, the Board of Directors shall not undertake its construction or addition without approval by the membership. Membership approval necessary for such purpose shall be obtained by secret written ballot. Membership approval under this provision shall require participation in the vote by a majority of the membership and the affirmative approval of the proposal by sixty-six and two-thirds percent (66 2/3%) of the participating members. Notwithstanding anything contained herein, nothing herein shall preclude the Board of Directors from having the authority to levy assessments and to make material alterations or substantial additions to the Recreation Properties, or other property owned by Association, consistent with ensuring compliance with the State and Federal Fair Housing laws, as amended, from time to time, and as specifically enumerated under ARTICLE II, Section 1 of these Restrictions and Affirmative Covenants.

6. Extent of Members' Easement.

The rights and easements of enjoyment created in Section 5 of this ARTICLE shall be subject to the following:

(a) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Recreation Properties and, in aid thereof, to mortgage such properties; and

(b) The right of the Association, as provided in its Articles of Incorporation and/or By-Laws, to suspend the enjoyment rights of any Member for any period during which any charge remains unpaid and for any period not to exceed thirty (30) days for any infraction of published rules and regulations relating to the use of the Recreation Properties; and

(c) The right of the Association, as provided in its Articles of Incorporation and By-Laws, to assess reasonable charges to maintain the Recreation Properties, subject to the limitations set forth in Section 10 of this ARTICLE.

7. Ownership of Recreation Properties.

The Association shall own the Recreation Properties of Highland Lakes.

8. Dedicated and Entrance Areas.

(a) Areas dedicated by U.S. Home of Florida, Inc. to the County of Pinellas as of October 25, 1976 shall be referred to herein as "Dedicated Areas". The Association shall operate and maintain any sprinkler systems, landscaping, fountains or other improvements on or in Dedicated Areas in substantially their condition as of October 25, 1976, and pay all costs and expenses thereof.

(b) The real property described in Exhibit "C" attached hereto and all improvements and landscaping located thereon shall be referred to herein as the "Entrance Areas". The Entrance Areas and the Dedicated Areas shall sometimes be referred to herein collectively as the "Entrance and Dedicated Areas". The Members of the Association have a nonexclusive easement which shall benefit and burden the Encumbered Properties and the Entrance Areas. The Association shall have the right to ingress, egress and use over, on and under the Entrance Areas as necessary to perform the following activities which the Association shall be obligated to perform:

1. Operate and maintain the sprinkler systems and fountains located on the Entrance Areas and maintain the landscaped areas of the Entrance Areas in substantially their condition as of the date of recording the Restrictions.

2. Pay all expenses, including, but not limited to, the costs of water and electricity incurred in connection with performing the activities described in Subsection 8(b)1 and to pay all real estate taxes upon the Entrance Areas.

(c) The Association shall maintain the Entrance Areas, including the landscaped portions thereof in substantially their condition as of the date of their landscaping by U.S. Home of Florida, Inc.

(d) In the event any portion of the Entrance and Dedicated Areas of the Development are not attended to by the County to the standards required by the Association, the Association may take such steps as the Association deems necessary for the upkeep, maintenance and beautification of the common roads and rights-of-way of the Development.

9. Street Lighting of Arterial Roads.

The Association shall be responsible for providing street lighting on all dedicated rights-of-way in the Development exclusive of rights-of-way located completely within rather than abutting platted subdivisions ("Arterial Roads"). The Association, in discharging its responsibilities herein, shall be responsible for contracting with appropriate electric utilities to provide street lighting and paying all costs associated therewith including, but not limited to, pole and fixture rental or purchase charges, pole and fixture replacement charges, and maintenance and energy charges.

10. Charges.

(a) The Association shall have the power and duty to levy a monthly charge (the "Monthly Charge") upon each Encumbered Property and the owner or owners of each Encumbered Property shall have the obligation to pay the Monthly Charge which shall equal (i) the costs of enforcing these Restrictions and exercising other powers granted the Association under its Articles of Incorporation and By-Laws; (ii) the cost of operating and maintaining the Recreation properties; (iii) the cost of operating and maintaining the Entrance and Dedicated Areas; and (iv) the cost of placing, operating and maintaining the street lights on the Arterial Roads.

The Monthly Charge for each Encumbered Property shall be determined by dividing the total annual budgeted costs of the activities set forth above in this Subsection ("Total Budgeted Costs") by the number of Encumbered Properties as of the date of establishing such charge, and shall be payable monthly in advance to the Association.

(b) In addition to the Monthly Charge, the Association may levy at any time in any assessment year a special charge, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any capital outlays or unexpected maintenance, repairs, or operating expenses incurred in connection with the Association's responsibilities under these Restrictions. Such special charges, together with the Monthly Charge, shall sometimes be referred to hereinafter as "Charges" or "Assessments".

(c) Notwithstanding anything contained in this Declaration to the contrary, the Association shall have the authority to make, charge and collect fees and charges of $100.00 annually per golf cart from individuals in consideration for allowing those individuals to operate their riding golf carts on the golf courses located in the Highland Lakes Development. The operation of riding

golf carts shall at all times be subject to reasonable rules and regulations and fees established from time to time by the Board of Directors of the Association.

(d) In addition to the monthly charges and special charges described in ARTICLE I Section 10 of the Declaration, the Board of Directors shall be empowered to levy fees for the use of the recreational facilities, common properties and/or for certain privileges desired by members and their authorized guests or designees, when using these amenities.

Such fees shall be proposed by the Board of Directors. The membership shall be informed of the Board's proposal to implement such fees and shall receive written notice of the proposal, and shall be entitled to participate in a secret written ballot referendum in order to approve or disapprove of the imposition of such fees. Upon return of the ballots in the manner to be determined by the Board, such fees shall be approved if ballots representing 50% + 1 of the membership are returned and a majority of the participating members vote in favor of the proposal. Such proposal shall be rejected if a majority of the votes cast are against the proposal.

11. Covenant to Pay Charges Runs With the Land.

The owner or owners of an Encumbered Property, or any successor in interest of such owner, by acceptance of the deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association the Charges including any Charges upon the Encumbered Property which have not been paid by prior owners.

The covenant to pay the Charges shall (i) be a personal obligation of the owner or owners of the Encumbered Property at the time the Charges are due and shall remain a personal obligation of said owner or owners even after conveyance by said owner or owners, and (ii) shall be deemed to be a covenant running with the land which shall bind all of said owner's heirs, devisees, personal representatives and assigns, as well as all subsequent grantees and successors in interest of such Encumbered Property.

12. Due Dates and Non-Payment of Charges.

Subject to the provisions of Section 10, the Board of Directors of the Association shall fix and give notice of by mail or in person to all Members of the Association, the due date for the payment of all Charges at least thirty (30) days in advance of such date.

If Charges are not paid within thirty (30) days after the due date, the Charges shall be delinquent and shall bear interest from the due date at the highest legal rate of interest. The Association may bring an action at law or equity (i) against the owner or owners personally obligated to pay the same or (ii) foreclose the lien against the Encumbered Property, and there shall be added to the amount of such Charges all costs of collection, court costs, including the costs of appeal, reasonable attorney fees and interest as provided above (referred to collectively herein as "Costs") and in the event a judgment is obtained, such judgment shall include Charges and Costs.

13. Non-Payment of Charges; Creation of Lien.

The Association shall have a lien on each Encumbered Property for any unpaid Charges which lien shall attach, be effective and be deemed to be perfected as of the date on which Charges are due against all persons and interests, whatsoever, without the necessity of recording a claim of lien, which claim may, however, be recorded at the discretion of the Association.

The lien shall not be discharged until all unpaid Charges and Costs are paid in full.

The lien hereunder shall be prior to and superior to the creation of any homestead status of the Encumbered Property and any subsequently recorded liens or encumbrances except that such lien shall be subordinate to the lien of any first mortgage now or hereafter placed upon the Encumbered Property.

ARTICLE II

RESTRICTIONS

1. 55 Years of Age and Over Community.

Notwithstanding anything to the contrary contained herein, except as to Lots 116 to 137; 139; 140; 142 to 144; 149 to 151; 153 and 156 to 160 in HIGHLAND LAKES UNIT FOUR, after June 12, 1996, at least one person fifty-five (55) years of age or older must be a permanent occupant of each Encumbered Property while any person occupies said Encumbered Property. Persons under the age of fifty-five (55) and eighteen (18) years of age or older may occupy an Encumbered Property as long as at least one of the permanent occupants is fifty-five (55) years of age or older. Notwithstanding the language contained above, no person under the age of eighteen (18) years shall be allowed to permanently occupy an Encumbered Property. A permanent occupant fifty-five (55) years of age or older shall be defined as a person who has a present intent to make the Encumbered Property the place where he intends to remain for an unlimited time, which,

if he leaves, he has a specific and bona-fide intent to return. A permanent occupant under the age of eighteen (18) years shall be defined as a person who occupies an Encumbered Property either during the day or overnight or both, for more than thirty (30) days in any twelve (12) month period. Upon the written request of an owner of an Encumbered Property, the Board may extend the time for which an occupant under the age of eighteen (18) years may occupy a unit without being in violation of this Section, but in no event may the Board extend the time beyond two additional consecutive thirty (30) day periods. The Board may promulgate reasonable rules in furtherance of its authority to grant extensions for occupants under the age of eighteen (18) years. The Board may grant extensions in its sole discretion for any reason it deems necessary.

The Association shall have the authority to administer the provisions contained above, including the preparation of policies, procedures, rules and regulations to implement the same as required by law. Prior to the change in occupancy of any Encumbered Property subject to these Restrictions, the owner(s) thereof shall provide the Association with notice of said change and occupancy and such reasonable information concerning proof of age of the proposed occupant(s) as the Association may reasonably require. Failure to provide such notice prior to transfer of occupancy shall be a violation of this provision.

Notwithstanding anything to the contrary herein, those persons who own residential units in Highland Lakes Units One to Three or in Highland Lakes Condominiums I to V may at the time of subjecting their units to these Restrictions pursuant to Subsection 2(a) and 2(b), elect to exempt such residential units during the term of their ownership thereof from the age limitations set forth in Section 1 of ARTICLE II, provided that upon conveyance or other disposition of such units to other owners, such units shall thereupon be subject to the provisions of Section 1 of Article II.

2. Applicability of Restrictions.

The Restrictions shall be applicable to each Encumbered Property and in addition each Encumbered Property shall be subject to the terms and conditions set forth in any declaration of any condominium, proprietary lease or subdivision restrictions hereafter recorded relating to such Encumbered Property and an owner or owners of an Encumbered Property shall take title subject to these Restrictions and such other restrictions.

3. Additional Restrictions.

The Association may include additional restrictions in a recorded declaration of restrictions, condominium document, proprietary lease or in a deed conveying lands in Highland Lakes with respect to any subdivisions, condominiums or multi-family dwellings,

provided such additional restrictions or covenants relating to such properties are not inconsistent with these Restrictions.

4. Construction of Sheds, Outbuildings and Other Relative Structures.

No shed, outbuilding, storage shelter, or accessory structure may be constructed or maintained upon any of the Encumbered Property or any property subject to this Declaration without the prior written consent of the Board of Directors of the Association. The Board shall have the authority to prohibit said structures in their entirety, or to allow them, upon such terms and conditions as it may deem to be in the best interest of all members of the Association.

5. Fences and Walls.

No owner of an Encumbered Property may erect or install a fence or wall without the prior written approval of the Association. The Association shall have authority to appoint a committee for purposes of insuring proper implementation of this provision to insure architectural integrity and pleasing aesthetics throughout the property subject to the Declaration. In the case of fences and walls which have been authorized prior to the date of this provision, minor repairs are permitted. Replacement is prohibited without prior written approval of the Association.

6. Exterior Painting.

Where a change in pigmentation is involved in the exterior painting of any structure upon the Encumbered Property, prior written approval must be obtained from the Association.

7. Architectural Control.

Prior to the commencement of any alterations or additions by an owner of any Encumbered Property, all building plans and specifications, including plot plans, grading plans, material lists, exterior elevations for such alterations and additions to Encumbered Properties, shall be approved in advance, in writing, by the Association.

The Association shall have the right to appoint an Architectural Review Committee for consideration and approval or disapproval of such plans based upon the following criteria.

(a) Compliance thereof with the restrictions applicable to the Encumbered Property and all applicable laws;

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(b) Harmony of external design, location and finished grade elevations with existing structures and topography;

(c) Quality of workmanship and materials; and

(d) Aesthetic considerations.

ARTICLE III

MISCELLANEOUS

1. Term and Amendment.

These Restrictions are to run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of an Encumbered Property in Highland Lakes subsequently executed and shall be binding on all parties and all persons claiming under such deeds for a period of thirty (30) years from the date the Restrictions are recorded after which time these Restrictions shall automatically extend for successive periods of ten (10) years each, unless prior to commencement of any ten-year period an instrument in writing, signed by the owners of a majority of Encumbered Properties has been recorded in the Public Records of Pinellas County, Florida, which said instrument may agree to alter or rescind these Restrictions in whole or in part. These Restrictions may be amended by not less than sixty-six and two-thirds percent (66 2/3%) of the vote either in person or by proxy of the owners of the Encumbered Properties as calculated pursuant to Section 3 of ARTICLE I.

2. Enforcement.

If any person, firm or corporation, or their heirs or assigns shall violate or attempt to violate any of these Restrictions, it shall be the right of the Association and the right of any other person or persons owning any residential unit in the Development, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any Restrictions whether such proceeding is to prevent such persons from so doing or to recover damages, including reasonable attorneys' fees and court costs, or other dues for such violation. Failure by any person or entity to enforce any provisions of these Restrictions upon breach thereof shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or as to a similar breach occurring prior or subsequent thereto.

In the event of such legal action as contemplated herein, the prevailing party in any such litigation shall be entitled to recover from the losing party all costs and expenses incurred, including attorney fees at both the trial and appellate levels.

3. Severability.

Invalidation of any one of these Restrictions by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

4. Additions to or Withdrawals From the Development.

Without further assent or permit, Association hereby reserves the right, exercisable from time to time, to subject other real property to the Restrictions set forth herein, in order to extend the scheme of these Restrictions to other property as part of the Development, and thereby to bring such additional properties within the jurisdiction of the Association. The additions herein authorized shall be made by filing of record one or more supplementary restrictions in respect to the properties to be then subject to these Restrictions and which shall extend the jurisdiction of the Association to such property and thereby subject such addition to assessment for the Association's expenses, as provided herein. Each of the supplementary restrictions may contain such complementary additions and modifications of the Restrictions contained herein as may be necessary to reflect the different character of the added or deleted properties.

IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be executed in its name, under its corporate seal, by a duly authorized officer, and has executed the same on this 27th day of August, 2004.

In the presence of:

Daniel Pennisi Jr.
Signature
DANIEL PENNISI JR
Printed Name
William C Bradley
Signature
WILLIAM BRADLEY
Printed Name

HOMEOWNERS ASSOCIATION OF HIGHLAND LAKES, INC.

By: Richard Paquette
Richard Paquette, President

Attest:

Sally C. Bowen
Sally Bowen, Secretary

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STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 27th day of August, 2004, by Richard Paquette, as President, and Sally Bowen, as Secretary of Homeowners Association of Highland Lakes, Inc., a Florida corporation, on behalf of said corporation. They are personally known to me or have produced _____ as identification.

JEFFREY R. D'AMOURS
MY COMMISSION # DD 004732
EXPIRES: February 25, 2005
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

M:\HIGHLAND\DecRevision-WOS.0504.wpd

214

Legal Description
(Highland Lakes)

That portion of Sections 4, 5, and 6, Township 28 South, Range 16 East and that portion of Section 31, Township 27 South, Range 16 East, Pinellas County being more particularly described as follows:

Beginning at the Northwest corner of said Section 5; thence S. 89°28'28" E., 2648.00 feet along the North line of said Section 5 to the North 1/4 corner of said Section 5; thence continuing easterly along said North line, S. 89°24'38" E., 2648.50 feet to the Northeast corner of said Section 5; thence S. 02°46'41" E., 714.56 feet along the East line of said Section 5 to a point in a non-tangent curve; thence 30.80 feet along the arc of said curve concave to the Southeast having a radius of 900.00 feet (chord bearing N. 74°06'25" E., 30.80 feet); thence N. 02°46'41" W., 152.17 feet; thence N. 84°09'49" E., 394.50 feet thence 352.05 feet along the arc of a curve concave to the Northeast having a radius of 900.00 feet (chord bearing S. 44°52'06" E., 349.81 feet); thence N. 75°42'00" E., 73.83 feet; thence S. 03°14'45" W., 60.58 feet; thence 39.28 feet along the arc of a curve concave to the Southwest having a radius of 25.00 feet (chord bearing S. 41°45'15" E., 35.36 feet); thence S. 03°14'45" W., 65.00 feet; thence 23.56 feet along the arc of a curve concave to the Northwest having a radius of 15.00 feet (chord bearing S. 48°14'45" W., 21.21 feet); thence 98.33 feet along the arc of a curve concave to the Southeast having a radius of 275.00 feet (chord bearing S. 67°22'47" W., 97.81 feet); thence S. 57°08'08" W., 83.58 feet; thence 43.15 feet along the arc of a curve concave to the Northeast having a radius of 34.11 feet (chord bearing N. 86°37'28" W., 40.33 feet); thence N. 50°23'03" W. 12.73 feet; thence S. 25°49'29" W., 25.74 feet; thence S. 50°23'03" E., 50.00 feet; thence S. 21°12'04" E., 175.13 feet; thence S. 68°50'31" W., 326.80 feet; thence 141.01 feet along the arc of a curve concave to the Southeast having a radius of 800.00 feet (chord bearing S. 22°13'51" W., 140.83 feet); thence 138.17 feet along the arc of a curve concave to the East having a radius of 200.00 feet (chord bearing S. 02°16'26" E., 135.44 feet); thence 279.77 feet along the arc of a curve concave to the Northwest having a radius of 100.00 feet (chord bearing S. 59°58'45" W., 197.05 feet); thence 69.99 feet along the arc of a curve concave to the Southwest having a radius of 1000.00 feet (chord bearing N. 41°17'49" W., 69.97 feet) to a point on the East boundary of said Section 5; thence S. 02°46'41" E., 619.58 feet along the East line of said Section 5; thence S. 34°52'39" W., 571.74 feet to a point in the East-West centerline of said Section 5; thence N. 89°07'00" W., 899.26 feet along said East-West centerline; thence S. 01°15'18" E., 1380.23 feet; thence N. 89°55'36" W., 40.92 feet; thence S. 02°50'23" E., 586.28 feet; thence

Legal Description
(Highland Lakes)

S. 89°40'13" W., 105.10 feet; thence S. 02°50'23" E., 105.10 feet; thence S. 89°40'13" W., 324.71 feet; thence S. 02°37'05" E., 344.80 feet; thence S. 89°40'13" W., 905.25 feet to a point in the North-South centerline of said Section 5; thence S. 02°37'05" E., 355.85 feet along said North-South centerline to the South 1/4 corner of said Section 5; thence Westerly along the South line of said Section 5; S. 89°24'45" W., 1337.78 feet; thence leaving said South line of said Section 5, N. 02°19'34" W., 2127.12 feet; thence N. 89°29'04" W., 664.04 feet; thence S. 02°11'00" E., 713.26 feet; thence N. 89°51'08" W., 665.65 feet to a point in the West line of said Section 5; thence N. 89°02'43" W., 1348.55 feet; thence N. 01°45'23" W., 649.78 feet; thence S. 89°09'36" E., 672.59 feet; thence N. 01°53'56" W., 64.82 feet; thence S. 89°09'36" E., 672.43 feet to a point in the West line of said Section 5; thence N. 02°02'27" W., 717.44 feet along said West line to the East 1/4 corner of said Section 5; thence N. 89°16'30" W., 1341.18 feet; thence S. 01°45'23" E., 694.56 feet; thence N. 89°09'36" W., 1201.68 feet; thence N. 49°05'47" W., 58.15 feet to a point in the East right-of-way line of U.S. Highway 19 (State Road 55); thence N. 01°28'12" W., 654.45 feet along said East right-of-way line; thence S. 89°16'30" E., 1241.11 feet; thence N. 02°02'07" W., 671.83 feet; thence N. 89°20'32" W., 1234.42 feet to a point in said last mentioned East right-of-way line; thence N. 01°28'12" W., 670.10 feet along said East right-of-way line; thence S. 89°24'35" E., 1227.73 feet; thence N. 02°02'07" W., 1343.66 feet; thence N. 89°32'50" W., 1214.39 feet to a point in said last mentioned East right-of-way line; thence N. 00°55'08" W., 1326.58 feet along said East right-of-way line; thence S. 89°27'11" E., 1212.25 feet; thence N. 01°00'50" W., 1324.63 feet to a point in the East-West centerline of said Section 31; thence S. 89°21'30" E., 1310.14 feet along said East-West centerline to the East 1/4 corner of said Section 31; thence S. 01°06'33" E., 2645.06 feet along said East line to the "Point of Beginning".

Excepting from the above described parcel of land:
Commencing at the Northwest corner of said Section 5; thence S. 02°35'51" E., 2694.99 feet along the West line of said Section 5 to the "True Point of Beginning"; thence S. 89°17'44" E., 662.24 feet thence S. 02°36'09" E., 337.40 feet; thence N. 89°14'59" W., 662.30 feet to a point in the West line of said Section 5; thence N. 02°35'51" W., 336.86 feet along the said West line to the "True Point of Beginning".

Containing 783.94 acres more or less

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Legal Description
(Recreation Area - Highland Lakes)

That portion of Section 4, Township 28 South, Range 16 East, Pinellas County, Florida being more particularly described as follows:

Commencing at the Northwest corner of said Section 4; thence southerly along the West line of said Section 4, S. 02°46'41" E., 557.00 feet; thence N. 84°09'49" E., 185.04 feet to the "True Point of Beginning"; thence continuing N. 84°09'49" E., 239.50 feet; thence 352.05 feet along the arc of a curve concave to the Northeast having a radius of 900.00 feet (chord bearing S. 44°52'06" E., 349.81 feet); thence N. 75°42'00" E., 73.83 feet; thence S. 03°14'45" W., 60.58 feet; thence 39.28 feet along the arc of a curve concave to the Southwest having a radius of 25.00 feet (chord bearing S. 41°45'15" E., 35.36 feet); thence S. 03°14'45" W., 65.00 feet; thence 23.56 feet along the arc of a curve concave to the Northwest having a radius of 15.00 feet (chord bearing S. 48°14'45" W., 21.21 feet); thence 98.33 feet along the arc of a curve concave to the Southeast having a radius of 275.00 feet (chord bearing S. 67°22'47" W., 97.81 feet); thence S. 57°08'08" W., 83.58 feet; thence 43.15 feet along the arc of a curve concave to the Northeast having a radius of 34.11 feet (chord bearing N. 86°37'28" W., 40.33 feet); thence N. 50°23'03" W. 12.73 feet; thence S. 25°49'29" W., 25.74 feet; thence S. 50°23'03" E., 50.00 feet; thence S. 21°12'04" E., 175.13 feet; thence S. 68°50'31" W., 240.00 feet; thence N. 21°09'29" W., 80.00 feet; thence N. 36°03'30" E., 256.28 feet; thence N. 25°49'29" E., 25.74 feet; thence N. 50°23'03" W., 427.27 feet; thence N. 05°50'11" W., 172.15 feet to the "True Point of Beginning".

Containing 4.32 acres more or less

RECREATION PROPERTIES

HOMEOWNERS ASSOCIATION OF HIGHLAND LAKES

- 3 Nine Hole Golf Courses (Red, White, Blue) approximately 50 acres; includes 3 acres of Greens.
  - Golf Building
  - Starter Building
  - Putting Green
  - Two restroom buildings
  - Two pump houses
  - One shelter for a fresh water pump
  - Golf Maintenance Complex with related buildings/facilities

- Clubhouse Complex
  - Four Lighted Tennis Courts
  - Two Bocce Courts w/Lights
  - Eight Shuffleboard Courts and Storage Shed
  - Auditorium
  - Great Room
  - Library
  - Association Offices
  - Men's Card Room
  - Ladies Card Room
  - Meeting Room
  - Kitchen
  - Storage Areas
  - Maintenance Shop
  - Parking Lot

- Arts and Crafts Building
  - Woodshop
  - Ceramics
  - Crafts Room
  - Sewing/Computer Room

- Heated Swimming Pool
  - Cabana w/Restrooms
  - Open Air Pavilion
  - Spa
  - Pool Pump Heater Equipment

- The Lodge
  - Building with Restrooms/Meeting Areas
  - Unheated Outdoor Pool/Shed for Mechanical Equipment
  - Outdoor Picnic Facilities
  - 3 Shuffleboard Courts
  - 303 Feet of Dock on Lake Tarpon
  - Detached Parking Lot
  - Pontoon Boats (2)

- RV/Boat Storage Area
  - 3.3 Acres/Fenced for Storage of Member RVs, Boats, Trailers

RETENTION & GREEN SPACE

1. Retention Area (238) - Located off of Highlands Boulevard at the corner of Lakepointe Road.
2. Retention Area (104) - Located off of Highlands Boulevard North - Bordered by E. Dorchester Drive, Macdonnell Drive & Aberdeen Court.
3. Green Space (240) - Located off of Highlands Boulevard North - Bordered by Brunswick Circle and Macdonnell Court.
4. Green space (22/01) - Located off of Highlands Boulevard North in back of Aberdeen Court.
5. Green Space (11/01)12.8 Acres - Located between Highlands Boulevard North and E. Dorchester - Bordered by Timberbrook Drive, Stafford Circle and Stafford Drive.
6. Retention Area - Located at corner of property Alderman Road.
7. Retention Area - Located at corner of property Alderman Road.
8. Front Entrance - Located at U.S. 19 and Highlands Boulevard.
9. Green Space w/Pond - Located off of Queen Anne Boulevard (Behind 1446 Queen Anne Boulevard)
10. Retention Area (51) - Located off of Lake St. George and Brodie Way.
11. Green Space (Tract C) - Located beside Loch Road.
12. Retention Area (Tract A) - Located beside Loch Road.
13. Green Space (Tract B) - Located off of Tarpon Pointe Circle.
14. Green Space (11/01) - Located off of Lakepointe Road and Cobbs Landing side entrance.
15. Retention area - Located off of Lakepointe Road and Maplewood Court.
16. Green Space & Retention Area - Located between E. Dorchester Drive and Macgregor Drive, across street from Clubhouse.
17. Clubhouse Area - 10.29 acres.

Legal Description

Beginning at the intersection of the East right-of-way line of U.S. Highway 19 (State Road 55) and the North right-of-way line of Highlands Boulevard as recorded in Highland Lakes Unit One, Plat Book 70, Page 3 of the Public Records of Pinellas County, Florida; thence N. 01°27'42" W., 150.00 feet along said East right-of-way line; thence N. 88°32'18" E., 149.90 feet; thence S. 01°27'42" E., 155.54 feet to the North right-of-way line of Highlands Boulevard; thence along said North line N. 89°20'48" W., 150.00 feet to the Point of Beginning.

Containing 0.53 acres more or less

and

Beginning at the intersection of the East right-of-way line of U.S. Highway 19 (State Road 55) and the South right-of-way line of Highlands Boulevard as recroded in Highland Lakes Unit One, Plat Book 70, Page 3 of the Public Records of Pinellas County, Florida; thence S. 89°20'48" E., 150.00 feet along said South right-of-way line; thence S. 01°27'42" E., 144.46 feet; thence S. 88°32'18" W., 149.90 feet to the East right-of-way line of U.S. Highway 19 then along said East line N. 01°27'42" W., 150.00 feet to the Point of Beginning.

Containing 0.51 acres more or less

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EXHIBIT "C"

Prepared by and return to:

Steven H. Mezer, Esq.
Bush Ross, P.A.
Post Office Box 3913
Tampa, FL 33601
(813) 204-6492
(813) 223-9620 FAX

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2006242405 06/28/2006 at 08:37 AM
OFF REC BK: 15211 PG: 1461-1463
DocType:CTF RECORDING: $27.00

CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND AFFIRMATIVE COVENANTS FOR HIGHLAND LAKES

WHEREAS, the HOMEOWNERS ASSOCIATION OF HIGHLAND LAKES, INC., is the homeowners association for Highland Lakes Unit 1, a platted subdivision appearing in Plat Book 70, Page 2; and Highland Lakes Unit 2, a platted subdivision appearing in Plat Book 72, Page 29; and Highland Lakes Unit 3, a platted subdivision appearing in Plat Book 72, Page 49; and Highland Lakes Unit 4, a platted subdivision appearing in Plat Book 75, Page 77; and Highland Lakes Unit 5, a platted subdivision appearing in Plat Book 76, Page 16; and Highland Lakes Unit 6, a platted subdivision appearing in Plat Book 77, Page 55; and Highland Lakes Unit 7, a platted subdivision appearing in Plat Book 77, Page 82; and Highland Lakes Unit 8, a platted subdivision appearing in Plat Book 78, Page 29; and Highland Lakes Unit 9, a platted subdivision appearing in Plat Book 77, Page 84; and Highland Lakes Unit 10, a platted subdivision appearing in Plat Book 80, Page 7; and Highland Lakes Unit 11, a platted subdivision appearing in Plat Book 79, Page 23; and Highland Lakes Unit 12, a platted subdivision appearing in Plat Book 79, Page 25; and Highland Lakes Unit 13, Phase 1 a platted subdivision appearing in Plat Book 82, Page 61; and Highland Lakes Unit 13, Phase 2 a platted subdivision appearing in Plat Book 83, Page 12; and Highland Lakes Unit 14, Phase 1 a platted subdivision appearing in Plat Book 81, Page 16; and Highland Lakes Unit 14, Phase 2 a platted subdivision appearing in Plat Book 81, Page 94; and Highland Lakes Unit 15, Phase 1 a platted subdivision appearing in Plat Book 85, Page 90; and Highland Lakes Unit 15, Phase 2 a platted subdivision appearing in Plat Book 87, Page 47; and Highland Lakes Unit 15, Phase 3 a platted subdivision appearing in Plat Book 88, Page 58; and Highland Lakes Unit 15, Phase 4 a platted subdivision appearing in Plat Book 89, Page 27; and Highland Lakes Unit 15, Phase 5 a platted subdivision appearing in Plat Book 88, Page 45; and Highland Lakes Unit 16, Phase 1 a platted subdivision appearing in Plat Book 88, Page 94; and Highland Lakes Unit 16, Phase 2 a platted subdivision appearing in Plat Book 90, Page 160; and Highland Lakes Unit 17, Phase 1 a platted subdivision appearing in Plat Book 88, Page 10; and Highland Lakes Unit 17, Phase 2 a platted subdivision appearing in Plat Book 92, Page 73; and Highland Lakes Unit 17, Phase 3 a platted subdivision appearing in Plat Book 90, Page 27; and Highland Lakes Unit 17, Phase 4 a platted subdivision appearing in Plat Book 105, Page 41; and Highland Lakes Unit 18, a platted subdivision appearing in Plat Book 95, Page 27; and Highland Lakes Unit 19, Phase 1 a platted subdivision appearing in Plat Book 88, Page 92; and Highland Lakes Unit 19, Phase 2 a platted subdivision appearing in Plat Book 90 Page 85; and Highland Lakes Unit 19, Phase 3 a platted subdivision appearing in Plat Book 95, Page 78; and Highland Lakes Unit 19, Phase 4 a platted subdivision appearing in Plat Book 99, Page 34; and Highland Lakes Unit 28, a platted subdivision appearing in Plat Book 91, Page 92; and Highland Lakes Unit 28, Phase 2 a platted subdivision appearing in Plat Book 96, Page 83; and Highland Lakes Unit 29, a platted subdivision appearing in Plat Book 94, Page 61; and Highland Lakes Unit 34, a platted subdivision appearing in Plat Book 99, Page 59; and Highland Lakes Condominium 1, a condominium subdivision appearing in Condominium Plat Book 15, Page 19; and Highland Lakes Condominium 2, a condominium subdivision appearing in Condominium Plat Book 17, Page 62; and Highland Lakes Condominium 3, a condominium subdivision appearing in Condominium

Plat Book 20, Page 99; and Highland Lakes Condominium 4, a condominium subdivision appearing in Condominium Plat Book 22, Page 44; and Highland Lakes Condominium 5, a condominium subdivision appearing in Condominium Plat Book 22, Page 107; and Highland Lakes Condominium 6, a condominium subdivision appearing in Condominium Plat Book 24, Page 3; and Highland Lakes Condominium 7, a condominium subdivision appearing in Condominium Plat Book 25, Page 19; and Highland Lakes Condominium 8, a condominium subdivision appearing in Condominium Plat Book 27, Page 9; and Highland Lakes Model Condominium, a condominium subdivision appearing in Condominium Plat Book 67, Page 88; and Greenview Villas Condominium 1, a condominium subdivision appearing in Condominium Plat Book 64, Page 65; and Mission Grove Condominium 1, a condominium subdivision appearing in Condominium Plat Book 23, Page 59; and Mission Grove Condominium 2, a condominium subdivision appearing in Condominium Plat Book 28, Page 55; and Landings Condominium, a condominium subdivision appearing in Condominium Plat Book 33, Page 67; and Highland Lakes Villas On Green Condominium 1, a condominium subdivision appearing in Condominium Plat Book 38, Page 96; and Highland Lakes Villas On Green Condominium 2, a condominium subdivision appearing in Condominium Plat Book 50, Page 96; and Highland Lakes Villas On Green Condominium 3, a condominium subdivision appearing in Condominium Plat Book 43, Page 84; and Highland Lakes Villas On Green Condominium 4, a condominium subdivision appearing in Condominium Plat Book 60, Page 80; and Patio Condominium 1, a condominium subdivision appearing in Condominium Plat Book 32, Page 62; and Villa Condominium, a condominium subdivision appearing in Condominium Plat Book 30, Page 33; and Green View Condominium, a condominium subdivision appearing in Condominium Plat Book 44, Page 1; all of the Public Records of Pinellas County, Florida and are subject to the Declaration of Restrictions and Affirmative Covenants Highland Lakes as recorded at Official Records Book 4470, Page 842, et. seq., of the Public Records of Pinellas County, as previously supplemented and as modified in Official Records Book 13809, page 1060, et. seq. of the public records of Pinellas County, Florida and all amendments thereto; and

We, MARTHA-JANE HAY, President and BARBARA EAGLESON, as Secretary of the Homeowners Association of Highland Lakes, Inc., hereby certify that at the Annual Meeting of the Membership held on February 24, 2005, in accordance with the By-Laws for the Homeowners Association of Highland Lakes, and upon the vote of not less than sixty-six and two-thirds percent (66 2/3%) of the vote either in person or by proxy of the owners of the Encumbered Properties as calculated pursuant to Section e of Article I, the following amendments to the Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lakes were approved and amended to read as follows:

Article I Section 14 of the Amended and Restated Declaration of Restrictions and Affirmative Covenants for Highland Lakes is created to read as follows:

14. Easements for Municipal Improvements.

The Association through its Board of Directors may grant, modify or move any easement if the easement constitutes part of or crosses property owned by the Association and said easement is granted to a governmental entity or a public utility and such easement is for the benefit of the membership or for public safety. No such easement shall in any manner interfere with or alter the use or value of any recreational property. This subsection does not authorize the Board of Directors to modify, move or vacate any easement created in whole or in part for the use or benefit of anyone other than the members, or crossing property of anyone other than the Association, without the consent or approval of those persons having the use or benefit of the easement, as required by law or by the instrument which created the easement.

CODING: The full text to be amended is stated: New words to be inserted are double-underlined, and deleted language is marked with a ~~strikethrough line.~~

HOMEOWNERS ASSOCIATION OF
HIGHLAND LAKES, INC.

Martha-Jane Hay
By: Martha-Jane Hay, President

Barbara Eagleson
By: Barbara Eagleson, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instruments was acknowledged before me this 26 day of June, 2006 MARTHA-JANE HAY, President and BARBARA EAGLESON, Secretary of the Homeowners Association of Highland Lakes, Inc., who are personally known to me or have produced N/A as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lake and acknowledge the execution thereof to be his free act and indeed as such officers for the uses and purposes therein mentioned, and that he has affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 26 day of June, 2006.

Jeffrey R. D'Amours
NOTARY PUBLIC, State of Florida

387906.1

JEFFREY R. D'AMOURS
MY COMMISSION # DD 398669
EXPIRES: February 25, 2009
Bonded Thru Notary Public Underwriters

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Prepared by and return to:

Steven H. Mezer, Esq.
Bush Ross, P.A.
Post Office Box 3913
Tampa, FL 33601
(813) 204-6492
(813) 223-9620 FAX

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2006242404 06/28/2006 at 08:37 AM
OFF REC BK: 15211 PG: 1457-1460
DocType:CTF RECORDING: $35.50

CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND AFFIRMATIVE COVENANTS FOR HIGHLAND LAKES

WHEREAS, the HOMEOWNERS ASSOCIATION OF HIGHLAND LAKES, INC., is the homeowners association for Highland Lakes Unit 1, a platted subdivision appearing in Plat Book 70, Page 2; and Highland Lakes Unit 2, a platted subdivision appearing in Plat Book 72, Page 29; and Highland Lakes Unit 3, a platted subdivision appearing in Plat Book 72, Page 49; and Highland Lakes Unit 4, a platted subdivision appearing in Plat Book 75, Page 77; and Highland Lakes Unit 5, a platted subdivision appearing in Plat Book 76, Page 16; and Highland Lakes Unit 6, a platted subdivision appearing in Plat Book 77, Page 55; and Highland Lakes Unit 7, a platted subdivision appearing in Plat Book 77, Page 82; and Highland Lakes Unit 8, a platted subdivision appearing in Plat Book 78, Page 29; and Highland Lakes Unit 9, a platted subdivision appearing in Plat Book 77, Page 84; and Highland Lakes Unit 10, a platted subdivision appearing in Plat Book 80, Page 7; and Highland Lakes Unit 11, a platted subdivision appearing in Plat Book 79, Page 23; and Highland Lakes Unit 12, a platted subdivision appearing in Plat Book 79, Page 25; and Highland Lakes Unit 13, Phase 1 a platted subdivision appearing in Plat Book 82, Page 61; and Highland Lakes Unit 13, Phase 2 a platted subdivision appearing in Plat Book 83, Page 12; and Highland Lakes Unit 14, Phase 1 a platted subdivision appearing in Plat Book 81, Page 16; and Highland Lakes Unit 14, Phase 2 a platted subdivision appearing in Plat Book 81, Page 94; and Highland Lakes Unit 15, Phase 1 a platted subdivision appearing in Plat Book 85, Page 90; and Highland Lakes Unit 15, Phase 2 a platted subdivision appearing in Plat Book 87, Page 47; and Highland Lakes Unit 15, Phase 3 a platted subdivision appearing in Plat Book 88, Page 58; and Highland Lakes Unit 15, Phase 4 a platted subdivision appearing in Plat Book 89, Page 27; and Highland Lakes Unit 15, Phase 5 a platted subdivision appearing in Plat Book 88, Page 45; and Highland Lakes Unit 16, Phase 1 a platted subdivision appearing in Plat Book 88, Page 94; and Highland Lakes Unit 16, Phase 2 a platted subdivision appearing in Plat Book 90, Page 160; and Highland Lakes Unit 17, Phase 1 a platted subdivision appearing in Plat Book 88, Page 10; and Highland Lakes Unit 17, Phase 2 a platted subdivision appearing in Plat Book 92, Page 73; and Highland Lakes Unit 17, Phase 3 a platted subdivision appearing in Plat Book 90, Page 27; and Highland Lakes Unit 17, Phase 4 a platted subdivision appearing in Plat Book 105, Page 41; and Highland Lakes Unit 18, a platted subdivision appearing in Plat Book 95, Page 27; and Highland Lakes Unit 19, Phase 1 a platted subdivision appearing in Plat Book 88, Page 92; and Highland Lakes Unit 19, Phase 2 a platted subdivision appearing in Plat Book 90 Page 85; and Highland Lakes Unit 19, Phase 3 a platted subdivision appearing in Plat Book 95, Page 78; and Highland Lakes Unit 19, Phase 4 a platted subdivision appearing in Plat Book 99, Page 34; and Highland Lakes Unit 28, a platted subdivision appearing in Plat Book 91, Page 92; and Highland Lakes Unit 28, Phase 2 a platted subdivision appearing in Plat Book 96, Page 83; and Highland Lakes Unit 29, a platted subdivision appearing in Plat Book 94, Page 61; and Highland Lakes Unit 34, a platted subdivision appearing in Plat Book 99, Page 59; and Highland Lakes Condominium 1, a condominium subdivision appearing in Condominium Plat Book 15, Page 19; and Highland Lakes Condominium 2, a condominium subdivision appearing in Condominium Plat Book 17, Page 62; and Highland Lakes Condominium 3, a condominium subdivision appearing in Condominium

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Plat Book 20, Page 99; and Highland Lakes Condominium 4, a condominium subdivision appearing in Condominium Plat Book 22, Page 44; and Highland Lakes Condominium 5, a condominium subdivision appearing in Condominium Plat Book 22, Page 107; and Highland Lakes Condominium 6, a condominium subdivision appearing in Condominium Plat Book 24, Page 3; and Highland Lakes Condominium 7, a condominium subdivision appearing in Condominium Plat Book 25, Page 19; and Highland Lakes Condominium 8, a condominium subdivision appearing in Condominium Plat Book 27, Page 9; and Highland Lakes Model Condominium, a condominium subdivision appearing in Condominium Plat Book 67, Page 88; and Greenview Villas Condominium 1, a condominium subdivision appearing in Condominium Plat Book 64, Page 65; and Mission Grove Condominium 1, a condominium subdivision appearing in Condominium Plat Book 23, Page 59; and Mission Grove Condominium 2, a condominium subdivision appearing in Condominium Plat Book 28, Page 55; and Landings Condominium, a condominium subdivision appearing in Condominium Plat Book 33, Page 67; and Highland Lakes Villas On Green Condominium 1, a condominium subdivision appearing in Condominium Plat Book 38, Page 96; and Highland Lakes Villas On Green Condominium 2, a condominium subdivision appearing in Condominium Plat Book 50, Page 96; and Highland Lakes Villas On Green Condominium 3, a condominium subdivision appearing in Condominium Plat Book 43, Page 84; and Highland Lakes Villas On Green Condominium 4, a condominium subdivision appearing in Condominium Plat Book 60, Page 80; and Patio Condominium 1, a condominium subdivision appearing in Condominium Plat Book 32, Page 62; and Villa Condominium, a condominium subdivision appearing in Condominium Plat Book 30, Page 33; and Green View Condominium, a condominium subdivision appearing in Condominium Plat Book 44, Page 1; all of the Public Records of Pinellas County, Florida and are subject to the Declaration of Restrictions and Affirmative Covenants Highland Lakes as recorded at Official Records Book 4470, Page 842, et. seq., of the Public Records of Pinellas County, as previously supplemented and as modified in Official Records Book 13809, page 1060, et. seq. of the public records of Pinellas County, Florida and all amendments thereto; and

We, MARTHA-JANE HAY, President and BARBARA EAGLESON, as Secretary of the Homeowners Association of Highland Lakes, Inc., hereby certify that at the Annual Meeting of the members held on and February 23, 2006, in accordance with the By-Laws for the Homeowners Association of Highland Lakes, and upon the vote of not less than sixty-six and two-thirds percent (66 2/3%) of the vote either in person or by proxy of the owners of the Encumbered Properties as calculated pursuant to Section e of Article I, the following amendments to the Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lakes were approved and amended to read as follows:

Article I., Section 3, Voting Rights of the Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lakes is amended to read as follows:

3. Voting Rights.

Recorded ownership of Encumbered Property in the Development will entitle the owner, or the owners, collectively if ownership is in more than one person, to <u>one</u> vote in the Association.

(Per O.R. 4470, Page 843 the word "one" was omitted from O.R. 9241, Page 363 and O.R. Book 13809, Page 1060)

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The third paragraph of Article I, Section 10, Paragraph (d) is amended to read as follows:

(d) In the event of approval of such fees, the Board of Directors shall have the authority to determine the effective date of any fee by resolution at any meeting of the Board at which a quorum is present. Any and all fees so collected will be credited to the income of the Association, and will remain in full force until rescinded by the Board. The Board shall also have the authority to set due dates as to the particular fee proposed. The Board shall also have the authority to impose penalties for non-payment of any approved fee, including, but not limited to, the remedies contained in Sections (11), (12) and (13) hereof, as well as the revocation of use rights of the particular facility or property for which the fee is being charged.

(Text included in O.R. Book 6684, Page 1194 was omitted from O.R. Book 13809, Page 1060).

The third paragraph of Article II, Section 1 of the Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lakes is amended to read as follows:

1. Notwithstanding anything to the contrary herein, those persons who own residential units in Highland Lakes units One to Three or in Highlands Lakes Condominiums I to V may at the time of subjecting their units to these Restrictions pursuant to Subsection 2(a) and 2(b) of Article I, elect to exempt such residential units during the term of their ownership thereof from the age limitations set forth in Section 1 of Article ~~ARTICLE~~ II, provided that upon conveyance or other disposition of such units to other owners, such units shall thereupon be subject to the provisions of Section 1 of Article II.

(The phrase "of Article I" omitted from O.R. Book 4470, Page 848 not subsequently corrected.)

Article III, Section 1 of the Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lakes is amended to read as follows:

1. Term and Amendment.

These Restrictions are to run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of an Encumbered Property in Highland Lakes subsequently executed and shall be binding on all parties and all persons claiming under such deeds for a period of thirty (30) years from the date the Restrictions are recorded after which time these Restrictions shall automatically be extended for successive periods of ten (10) years each, unless prior to commencement of any ten-year period an instrument in writing, signed by the owners

of a majority of Encumbered Properties has been recorded in the Public Records of Pinellas County, Florida, which said instrument may agree to alter or rescind these Restrictions in whole or in part. These Restrictions may be amended by not less than sixty-six and two-thirds percent (66 2/3%) of the votes cast either in person or by proxy of the owners of the Encumbered Properties as calculated pursuant to Section 3 of ~~ARTICLE~~ Article I.

(The word "cast" appears in O. R. Book 6441, Page 1067 and was omitted from O.R. Book 13809, Page 1060)

CODING: The full text to be amended is stated: New words to be inserted are double-underlined, and deleted language is marked with ~~a strikethrough line.~~

HOMEOWNERS ASSOCIATION OF
HIGHLAND LAKES, INC.

Martha-Jane Hay

By: Martha-Jane Hay, President

Barbara Eagleson

By: Barbara Eagleson, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instruments was acknowledged before me this 26 day of June, 2006 MARTHA-JANE HAY, President and BARBARA EAGLESON, Secretary of the Homeowners Association of Highland Lakes, Inc., who are personally known to me or have produced N A as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lake and acknowledge the execution thereof to be his free act and indeed as such officers for the uses and purposes therein mentioned, and that he has affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 26 day of June, 2006.

Jeffrey R D'Amours

NOTARY PUBLIC, State of Florida

JEFFREY R. D'AMOURS
MY COMMISSION # DD 398668
EXPIRES: February 25, 2009
Bonded Thru Notary Public Underwriters

386163.1

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Prepared by and return to:

Steven H. Mezer, Esq.
Bush Ross, P.A.
Post Office Box 3913
Tampa, FL 33601
(813) 204-6492
(813) 223-9620 FAX

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2006242403 06/28/2006 at 08:37 AM
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DocType:CTF RECORDING: $95.00

CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND AFFIRMATIVE COVENANTS FOR HIGHLAND LAKES

WHEREAS, the HOMEOWNERS ASSOCIATION OF HIGHLAND LAKES, INC., is the homeowners association for Highland Lakes Unit 1, a platted subdivision appearing in Plat Book 70, Page 2; and Highland Lakes Unit 2, a platted subdivision appearing in Plat Book 72, Page 29; and Highland Lakes Unit 3, a platted subdivision appearing in Plat Book 72, Page 49; and Highland Lakes Unit 4, a platted subdivision appearing in Plat Book 75, Page 77; and Highland Lakes Unit 5, a platted subdivision appearing in Plat Book 76, Page 16; and Highland Lakes Unit 6, a platted subdivision appearing in Plat Book 77, Page 55; and Highland Lakes Unit 7, a platted subdivision appearing in Plat Book 77, Page 82; and Highland Lakes Unit 8, a platted subdivision appearing in Plat Book 78, Page 29; and Highland Lakes Unit 9, a platted subdivision appearing in Plat Book 77, Page 84; and Highland Lakes Unit 10, a platted subdivision appearing in Plat Book 80, Page 7; and Highland Lakes Unit 11, a platted subdivision appearing in Plat Book 79, Page 23; and Highland Lakes Unit 12, a platted subdivision appearing in Plat Book 79, Page 25; and Highland Lakes Unit 13, Phase 1 a platted subdivision appearing in Plat Book 82, Page 61; and Highland Lakes Unit 13, Phase 2 a platted subdivision appearing in Plat Book 83, Page 12; and Highland Lakes Unit 14, Phase 1 a platted subdivision appearing in Plat Book 81, Page 16; and Highland Lakes Unit 14, Phase 2 a platted subdivision appearing in Plat Book 81, Page 94; and Highland Lakes Unit 15, Phase 1 a platted subdivision appearing in Plat Book 85, Page 90; and Highland Lakes Unit 15, Phase 2 a platted subdivision appearing in Plat Book 87, Page 47; and Highland Lakes Unit 15, Phase 3 a platted subdivision appearing in Plat Book 88, Page 58; and Highland Lakes Unit 15, Phase 4 a platted subdivision appearing in Plat Book 89, Page 27; and Highland Lakes Unit 15, Phase 5 a platted subdivision appearing in Plat Book 88, Page 45; and Highland Lakes Unit 16, Phase 1 a platted subdivision appearing in Plat Book 88, Page 94; and Highland Lakes Unit 16, Phase 2 a platted subdivision appearing in Plat Book 90, Page 160; and Highland Lakes Unit 17, Phase 1 a platted subdivision appearing in Plat Book 88, Page 10; and Highland Lakes Unit 17, Phase 2 a platted subdivision appearing in Plat Book 92, Page 73; and Highland Lakes Unit 17, Phase 3 a platted subdivision appearing in Plat Book 90, Page 27; and Highland Lakes Unit 17, Phase 4 a platted subdivision appearing in Plat Book 105, Page 41; and Highland Lakes Unit 18, a platted subdivision appearing in Plat Book 95, Page 27; and Highland Lakes Unit 19, Phase 1 a platted subdivision appearing in Plat Book 88, Page 92; and Highland Lakes Unit 19, Phase 2 a platted subdivision appearing in Plat Book 90 Page 85; and Highland Lakes Unit 19, Phase 3 a platted subdivision appearing in Plat Book 95, Page 78; and Highland Lakes Unit 19, Phase 4 a platted subdivision appearing in Plat Book 99, Page 34; and Highland Lakes Unit 28, a platted subdivision appearing in Plat Book 91, Page 92; and Highland Lakes Unit 28, Phase 2 a platted subdivision appearing in Plat Book 96, Page 83; and Highland Lakes Unit 29, a platted subdivision appearing in Plat Book 94, Page 61; and Highland Lakes Unit 34, a platted subdivision appearing in Plat Book 99, Page 59; and Highland Lakes Condominium 1, a condominium subdivision appearing in Condominium Plat Book 15, Page 19; and Highland Lakes Condominium 2, a condominium subdivision appearing in Condominium Plat Book 17, Page 62; and Highland Lakes Condominium 3, a condominium subdivision appearing in Condominium Plat Book 20, Page 99; and Highland Lakes Condominium 4, a condominium subdivision appearing in

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The balance and remainder of this Article 1, Section 2 shall remain intact.

Article I, Section 2, subsections (c), (d), (e), (f) and (g) of the Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lakes are created to read as follows:

(c) Upon the proper execution of a consent and joinder to these Restrictions and Affirmative Covenants and payment of a one time application fee (hereinafter Application Fee) by the owner of a residential unit in Highland Lakes Unit One, Highland Lakes Unit Two, Highland Lakes Unit Three or Highland Lakes Unit Four, Highland Lakes Condominium I, Highland Lakes Condominium II, Highland Lakes Condominium III, Highland Lakes Condominium IV, Highland Lakes Condominium V, or The Landings Condominium and acceptance of the consent and joinder and Application Fee by the Board of Directors of the Association without a vote of the membership shall upon recording in the Public Records of Pinellas County and the execution of a Certificate of Amendment to these Restrictions and Affirmative Covenants subject said residential unit to these Restrictions and Affirmative Covenants as amended from time to time thereby bringing such additional property within the jurisdiction of the Association as Encumbered Property. Regardless of the number of Members owning a residential unit as set forth hereinabove, only two Members per residential unit shall be entitled to use of the Recreational Properties and such two Members shall be designated by agreement among all owners of such residential unit. The Application Fee after the recording of this amendment shall be in a sum established by the Board of Directors annually in an amount not less than $9,000.00.

(d) The Lots and Units identified in Section 2 of Exhibit A and amendments thereto shall be the only Lots or Units within:

Highland Lakes Unit One as recorded in Plat Book 70, Pages 2-4
Highland Lakes Unit Two as recorded in Plat Book 72, Pages 29-30
Highland Lakes Unit Three as recorded in Plat Book 72, Pages 49-50
Highland Lakes Condominium I, as recorded in Condominium Plat Book 15, Pages 9-12
Highland Lakes Condominium II as recorded in Condominium Plat Book 17, Pages 62-65
Highland Lakes Condominium III, as recorded in Condominium Plat Book 20, Page 99-101
Highland Lakes Condominium IV as recorded in Condominium Plat Book 22, Pages 44-47
Highland Lakes Condominium V as recorded in Condominium Plat Book 22, Pages 107-110
The Landings Condominium as recorded in Condominium Plat Book 33, Page 67

All as recorded in the Public Records of Pinellas County, Florida which are subject to this Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lakes. Any mention or reference to any other property not in compliance

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Condominium Plat Book 22, Page 44; and Highland Lakes Condominium 5, a condominium subdivision appearing in Condominium Plat Book 22, Page 107; and Highland Lakes Condominium 6, a condominium subdivision appearing in Condominium Plat Book 24, Page 3; and Highland Lakes Condominium 7, a condominium subdivision appearing in Condominium Plat Book 25, Page 19; and Highland Lakes Condominium 8, a condominium subdivision appearing in Condominium Plat Book 27, Page 9; and Highland Lakes Model Condominium, a condominium subdivision appearing in Condominium Plat Book 67, Page 88; and Greenview Villas Condominium 1, a condominium subdivision appearing in Condominium Plat Book 64, Page 65; and Mission Grove Condominium 1, a condominium subdivision appearing in Condominium Plat Book 23, Page 59; and Mission Grove Condominium 2, a condominium subdivision appearing in Condominium Plat Book 28, Page 55; and Landings Condominium, a condominium subdivision appearing in Condominium Plat Book 33, Page 67; and Highland Lakes Villas On Green Condominium 1, a condominium subdivision appearing in Condominium Plat Book 38, Page 96; and Highland Lakes Villas On Green Condominium 2, a condominium subdivision appearing in Condominium Plat Book 50, Page 96; and Highland Lakes Villas On Green Condominium 3, a condominium subdivision appearing in Condominium Plat Book 43, Page 84; and Highland Lakes Villas On Green Condominium 4, a condominium subdivision appearing in Condominium Plat Book 60, Page 80; and Patio Condominium 1, a condominium subdivision appearing in Condominium Plat Book 32, Page 62; and Villa Condominium, a condominium subdivision appearing in Condominium Plat Book 30, Page 33; and Green View Condominium, a condominium subdivision appearing in Condominium Plat Book 44, Page 1; all of the Public Records of Pinellas County, Florida and are subject to the Declaration of Restrictions and Affirmative Covenants Highland Lakes as recorded at Official Records Book 4470, Page 842, et. seq., of the Public Records of Pinellas County, as previously supplemented and as modified in Official Records Book 13809, page 1060, et. seq. of the public records of Pinellas County, Florida and all amendments thereto; and

We, MARTHA-JANE HAY, President and BARBARA EAGLESON, as Secretary of the Homeowners Association of Highland Lakes, Inc., hereby certify that at the Special Membership Meeting held on May 23, 2006, in accordance with the By-Laws for the Homeowners Association of Highland Lakes, and upon the vote of not less than sixty-six and two-thirds percent (66 2/3%) of the vote either in person or by proxy of the owners of the Encumbered Properties as calculated pursuant to Section e of Article I, the following amendments to the Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lakes were approved and amended to read as follows:

Article I, Section 2, subsection (b) of the Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lakes is amended to read as follows:

(b) any person or group of persons ~~approved in writing by the Association~~ owning a residential unit in Highland Lakes Units One, Two, Three or Four whose unit was conveyed by U.S. Home of Florida, Inc. prior to the recording of the original Declaration of Restrictions and Affirmative Covenants for Highland Lakes on October 25, 1976, or Highland Lakes Condominiums I ~~to~~ through V, ~~inclusive,~~ or The Landings Condominium, who voluntarily agrees to join the Association and subject his residential unit to the Restrictions set forth herein~~,~~ and approved and accepted by the Board of Directors, provided however, that regardless of the number of Members owning a residential unit as set forth hereinabove, only two members per residential unit shall be entitled to use of the Recreational Properties and such two members shall be designated by agreement among all ~~the~~ owners of ~~each~~such residential unit.

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with this Section 2 shall not be effective to submit that property to this Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lakes.

(e) This Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lakes also encumbers that property described in Exhibits "A", "B" and "C" as attached to the Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lakes as recorded in O.R. Book 13809, Page 1060 et seq., Public Records of Pinellas County, Florida, plus those Lots and Units identified herein as Encumbered Properties and such other property as may be identified as Encumbered Properties by Amendment to the Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lakes.

(f) Notwithstanding anything herein to the contrary, upon the acceptance of the consent and joinder and Application Fee by the Board of Directors, the Board of Directors is authorized to execute an amendment to this Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lakes adding such residential unit as identified in the consent and joinder without a further vote of the membership. Said additional residential unit shall then also be an Encumbered Property.

(g) Notwithstanding anything herein to the contrary, the Board of Directors is authorized to execute an amendment to this Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lakes adding any residential unit which is shown to have been omitted from Exhibit "A" as amended if it is shown that the owner of that residential unit was listed in the Official Records of the Association as a member of the Association as of April 17, 2006 and that owner has satisfied all other financial obligations to the Association as of April 17, 2006. The Board of Directors may execute an amendment to this Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lakes adding such residential unit with the consent and joinder of the owners of that residential unit without a further vote of the membership, and without payment of the Application Fee referenced above. Additionally or alternatively, if it is subsequently shown that a recorded joinder exists in the Public Records of Pinellas County, Florida for any residential unit not referenced in Exhibit "A" the Board of Directors is authorized to execute an amendment to this Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lakes adding such residential unit as identified in the recorded joinder without a further vote of the membership and without the payment of any additional Application Fee.

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Exhibit A to the Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lakes is amended to identify and submit Encumbered Properties (in addition to the existing text):

2. The following Lots and Units (collectively referred to as "residential units") are deemed t Encumbered Properties subject to the Restrictions and Affirmative Covenants of Highland Lakes, pursuant Consents recorded on the date and at the Official Record Book and Page(s) stated:

Lot	Block	Subdivision	Plat Book	Page	Date of Recording	O.R. Book & Page
1	1	Highland Lakes Unit One	70	2	12/15/78	4789/684
2	1	Highland Lakes Unit One	70	2	08/14/79	4897/1213
4	2	Highland Lakes Unit One	70	2	04/02/80	5004/2025
5	2	Highland Lakes Unit One	70	2	11/10/88	6874/1939
6	2	Highland Lakes Unit One	70	2	12/13/78	4788/116
7	2	Highland Lakes Unit One	70	2	02/07/85	5927/516
9	2	Highland Lakes Unit One	70	2	12/21/78	4792/833
10	2	Highland Lakes Unit One	70	2	06/28/84	5792/1930
11	2	Highland Lakes Unit One	70	2	12/21/77	4637/1001
12	3	Highland Lakes Unit One	70	2	09/05/91	7671/1386
13	3	Highland Lakes Unit One	70	2	03/31/06	15023/120
14	3	Highland Lakes Unit One	70	2	12/31/91	7774/1450
15	3	Highland Lakes Unit One	70	2	01/05/79	4798/479
16	3	Highland Lakes Unit One	70	2	10/30/79	4935/363
18	3	Highland Lakes Unit One	70	2	09/04/79	4907/1679
19	3	Highland Lakes Unit One	70	2	12/05/78	4784/1702
20	3	Highland Lakes Unit One	70	2	11/03/78	4771/1695
21	3	Highland Lakes Unit One	70	2	03/28/91	7528/35
22	3	Highland Lakes Unit One	70	2	12/14/78	4788/1634
23	3	Highland Lakes Unit One	70	2	11/22/78	4779/1278
32	3	Highland Lakes Unit One	70	2	12/21/78	4792/832
24	4	Highland Lakes Unit One	70	2	10/31/01	11652/137
25	4	Highland Lakes Unit One	70	2	11/30/78	4782/595
26	4	Highland Lakes Unit One	70	2	02/01/78	4809/920
27	4	Highland Lakes Unit One	70	2	06/09/78	4707/1166
28	4	Highland Lakes Unit One	70	2	11/17/78	4777/981
34	5	Highland Lakes Unit One	70	2	12/15/78	4789/687
36*	5	Highland Lakes Unit One	70	2	12/05/91	4773/823
37**	5	Highland Lakes Unit One	70	2	12/05/91	4773/823
38	5	Highland Lakes Unit One	70	2	12/21/77	4637/1003
40	5	Highland Lakes Unit One	70	2	11/19/79	4944/1006
41	5	Highland Lakes Unit One	70	2	08/10/78	4734/1247
42	5	Highland Lakes Unit One	70	2	12/21/77	4637/1002
43	5	Highland Lakes Unit One	70	2	10/31/78	4769/930
44	5	Highland Lakes Unit One	70	2	11/03/78	4771/1692
45	5	Highland Lakes Unit One	70	2	12/14/78	4788/1633
46	5	Highland Lakes Unit One	70	2	12/15/98	10340/332
48	5	Highland Lakes Unit One	70	2	11/15/89	7131/1464
50	5	Highland Lakes Unit One	70	2	12/15/78	4789/691

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Lot	Block	Subdivision	Plat Book	Page	Date of Recording	O.R. Book & Page
53		Highland Lakes Unit Two	72	29	11/15/78	4776/254
54		Highland Lakes Unit Two	72	29	3/22/77	4524/850
54		Highland Lakes Unit Two	72	29	11/16/76	4478/1079
55		Highland Lakes Unit Two	72	29	12/13/78	4788/120
56		Highland Lakes Unit Two	72	29	6/16/78	4710/1695
57		Highland Lakes Unit Two	72	29	12/14/78	4788/1628
58		Highland Lakes Unit Two	72	29	12/13/78	4788/813
59		Highland Lakes Unit Two	72	29	3/22/77	4524/851
60		Highland Lakes Unit Two	72	29	12/21/78	4792/837
61		Highland Lakes Unit Two	72	29	6/16/78	4710/1694
62		Highland Lakes Unit Two	72	29	12/15/78	4789/689
63		Highland Lakes Unit Two	72	29	6/27/78	4715/1040
64		Highland Lakes Unit Two	72	29	12/29/78	4796/39
65		Highland Lakes Unit Two	72	29	12/11/77	4637/1004
66		Highland Lakes Unit Two	72	29	11/29/78	4781/1716
67		Highland Lakes Unit Two	72	29	6/8/78	4707/1164
Lot	**Block**	**Subdivision**	**Plat Book**	**Page**	**Date of Recording**	**O.R. Book & Page**
68		Highland Lakes Unit Three	72	49	12/4/79	4951/1192
69		Highland Lakes Unit Three	72	49	12/15/78	4789/688
70		Highland Lakes Unit Three	72	49	12/5/78	4784/1701
71		Highland Lakes Unit Three	72	49	10/13/78	4762/1261
72		Highland Lakes Unit Three	72	49	12/11/78	4786/1860
73		Highland Lakes Unit Three	72	49	09/14/84	5842/409
74		Highland Lakes Unit Three	72	49	11/29/78	4781/1717
75		Highland Lakes Unit Three	72	49	2/9/77	4508/2048
76		Highland Lakes Unit Three	72	49	12/21/78	4792/835
77		Highland Lakes Unit Three	72	49	2/9/77	4508/2046
78		Highland Lakes Unit Three	72	49	8/29/78	4742/964
79		Highland Lakes Unit Three	72	49	12/18/78	4789/2088
80		Highland Lakes Unit Three	72	49	5/3/78	4690/1818
81		Highland Lakes Unit Three	72	49	2/21/77	4512/1769
82		Highland Lakes Unit Three	72	49	04/04/94	8619/324
84		Highland Lakes Unit Three	72	49	12/28/88	6906/193
85		Highland Lakes Unit Three	72	49	02/09/77	4508/2049
86		Highland Lakes Unit Three	72	49	02/09/77	4508/2051
88		Highland Lakes Unit Three	72	49	11/13/78	4775/203
90		Highland Lakes Unit Three	72	49	06/07/78	4706/378
91		Highland Lakes Unit Three	72	49	12/11/78	4786/1859
92		Highland Lakes Unit Three	72	49	09/26/79	4918/364
94		Highland Lakes Unit Three	72	49	10/05/98	7396/1518
96		Highland Lakes Unit Three	72	49	03/21/78	4672/904
97		Highland Lakes Unit Three	72	49	11/05/85	6109/1208
99		Highland Lakes Unit Three	72	49	07/12/78	4722/8
100		Highland Lakes Unit Three	72	49	06/28/84	5792/1929
101		Highland Lakes Unit Three	72	49	04/26/77	4538/441
102		Highland Lakes Unit Three	72	49	12/18/78	4789/2087

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Lot	Block	Subdivision	Plat Book	Page	Date of Recording	O.R. Book & Page
103		Highland Lakes Unit Three	72	49	04/17/06	15062/597
104		Highland Lakes Unit Three	72	49	12/11/78	4786/1858
105		Highland Lakes Unit Three	72	49	12/11/78	4786/1862
106		Highland Lakes Unit Three	72	49	02/09/77	4508/2047
107		Highland Lakes Unit Three	72	49	12/21/78	4792/669
108		Highland Lakes Unit Three	72	49	06/09/78	4707/1165
109		Highland Lakes Unit Three	72	49	07/12/78	4722/7
110		Highland Lakes Unit Three	72	49	12/21/78	4792/668
111		Highland Lakes Unit Three	72	49	12/22/77	4637/1006
113		Highland Lakes Unit Three	72	49	12/30/98	10355/188
114		Highland Lakes Unit Three	72	49	12/22/77	4637/1007
115		Highland Lakes Unit Three	72	49	12/22/77	4637/1008
Lot	**Block**	**Subdivision**	**Plat Book**	**Page**	**Date of Recording**	**O.R. Book & Page**
116		Highland Lakes Unit Four	75	77	11/22/78	4779/1280
117		Highland Lakes Unit Four	75	77	02/02/77	4506/797
118		Highland Lakes Unit Four	75	77	02/02/77	4506/795
119		Highland Lakes Unit Four	75	77	11/16/76	4478/1212
120		Highland Lakes Unit Four	75	77	06/07/78	4706/379
121		Highland Lakes Unit Four	75	77	11/16/76	4478/1215
122		Highland Lakes Unit Four	75	77	02/16/77	4511/1050
123		Highland Lakes Unit Four	75	77	11/16/76	4478/1253
124		Highland Lakes Unit Four	75	77	12/22/76	4491/1517
125		Highland Lakes Unit Four	75	77	12/07/76	4485/1817
126		Highland Lakes Unit Four	75	77	12/02/76	4484/545
127		Highland Lakes Unit Four	75	77	12/09/76	4486/1957
128		Highland Lakes Unit Four	75	77	07/28/78	4728/1651
129		Highland Lakes Unit Four	75	77	12/14/78	4788/1632
130		Highland Lakes Unit Four	75	77	11/16/76	4478/1084
131		Highland Lakes Unit Four	75	77	02/02/77	4506/798
132		Highland Lakes Unit Four	75	77	11/22/76	4480/1932
133		Highland Lakes Unit Four	75	77	02/02/77	4506/799
134		Highland Lakes Unit Four	75	77	11/16/76	4478/1080
135		Highland Lakes Unit Four	75	77	02/02/77	4506/796
136		Highland Lakes Unit Four	75	77	11/16/76	4478/1081
137		Highland Lakes Unit Four	75	77	11/16/76	4478/1087
139		Highland Lakes Unit Four	75	77	12/14/76	4488/1131
140		Highland Lakes Unit Four	75	77	12/14/76	4488/879
142		Highland Lakes Unit Four	75	77	12/13/76	4488/356
143		Highland Lakes Unit Four	75	77	04/21/06	15073/896
144		Highland Lakes Unit Four	75	77	11/23/76	4481/695
145		Highland Lakes Unit Four	75	77	03/20/06	14998/1619
146		Highland Lakes Unit Four	75	77	03/20/06	14998/1617
147		Highland Lakes Unit Four	75	77	02/04/77	4507/1075
148		Highland Lakes Unit Four	75	77	11/23/77	4524/2198

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Lot	Block	Subdivision	Plat Book	Page	Date of Recording	O.R. Book & Page
149		Highland Lakes Unit Four	75	77	03/01/77	4516/545
150		Highland Lakes Unit Four	75	77	06/11/77	4498/1095
151		Highland Lakes Unit Four	75	77	01/31/77	4505/858
152		Highland Lakes Unit Four	75	77	04/05/77	4530/909
153		Highland Lakes Unit Four	75	77	03/01/77	4516/800
154		Highland Lakes Unit Four	75	77	12/13/76	4488/32
155		Highland Lakes Unit Four	75	77	02/25/77	4514/1999
156		Highland Lakes Unit Four	75	77	01/12/77	4499/187
157		Highland Lakes Unit Four	75	77	11/16/76	4478/1073
158		Highland Lakes Unit Four	75	77	12/07/76	4485/1484
159		Highland Lakes Unit Four	75	77	11/16/76	4478/1083
160		Highland Lakes Unit Four	75	77	11/16/76	4478/1082
Unit	**Bldg.**	**Condominium**	**Condominium Plat**	**Page**	**Date of Recording**	**O.R. Book & Page**
A	1	Highland Lakes Condominium I	15	9	05/09/79	4851/1569
A	3	Highland Lakes Condominium I	15	9	11/13/91	7731/1180
A	4	Highland Lakes Condominium I	15	9	12/26/90	7457/806
A	7	Highland Lakes Condominium I	15	9	02/22/06	14948/874
A	8	Highland Lakes Condominium I	15	9	12/21/78	4792/775
A	9	Highland Lakes Condominium I	15	9	02/17/06	14939/2112
A	10	Highland Lakes Condominium I	15	9	04/16/91	7544/249
A	11	Highland Lakes Condominium I	15	9	03/03/80	4989/1921
A	14	Highland Lakes Condominium I	15	9	03/24/80	5000/120
A	15	Highland Lakes Condominium I	15	9	11/22/78	4779/1279
B	1	Highland Lakes Condominium I	15	9	10/28/03	13171/195
B	3	Highland Lakes Condominium I	15	9	02/17/06	14939/2110
B	4	Highland Lakes Condominium I	15	9	04/24/84	5745/500
B	6	Highland Lakes Condominium I	15	9	10/27/78	4768/166
B	7	Highland Lakes Condominium I	15	9	06/28/79	4874/2034
B	10	Highland Lakes Condominium I	15	9	03/29/88	6710/10
B	16	Highland Lakes Condominium I	15	9	12/27/78	4794/671
C	2	Highland Lakes Condominium I	15	9	12/13/79	4956/184
C	3	Highland Lakes Condominium I	15	9	12/15/78	4789/693
C	4	Highland Lakes Condominium I	15	9	12/15/78	4789/697
C	6	Highland Lakes Condominium I	15	9	10/27/78	4768/167
C	8	Highland Lakes Condominium I	15	9	03/31/80	5003/960
C	10	Highland Lakes Condominium I	15	9	12/21/78	4792/840
C	12	Highland Lakes Condominium I	15	9	01/18/80	4971/78
C	13	Highland Lakes Condominium I	15	9	03/24/80	5000/118
C	15	Highland Lakes Condominium I	15	9	12/13/78	4788/814
C	16	Highland Lakes Condominium I	15	9	12/13/78	4788/815
D	1	Highland Lakes Condominium I	15	9	12/21/78	4792/836
D	3	Highland Lakes Condominium I	15	9	05/04/79	4850/201
D	4	Highland Lakes Condominium I	15	9	02/15/80	4982/1327
D	5	Highland Lakes Condominium I	15	9	04/06/79	4837/363
D	6	Highland Lakes Condominium I	15	9	09/29/98	10251/2543

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Lot	Block	Subdivision	Plat Book	Page	Date of Recording	O.R. Book & Page
D	7	Highland Lakes Condominium I	15	9	08/20/85	6057/2140
D	8	Highland Lakes Condominium I	15	9	12/21/78	4792/839
D	9	Highland Lakes Condominium I	15	9	04/24/84	5745/501
D	10	Highland Lakes Condominium I	15	9	04/13/93	8236/1952
D	13	Highland Lakes Condominium I	15	9	01/07/80	4966/36
D	14	Highland Lakes Condominium I	15	9	12/21/78	4960/954
D	15	Highland Lakes Condominium I	15	9	01/28/91	7479/2246
Unit	**Bldg.**	**Condominium**	**Condominium Plat**	**Page**	**Date of Recording**	**O.R. Book & Page**
A	19	Highland Lakes Condominium II	17	62	12/21/78	4792/841
A	23	Highland Lakes Condominium II	17	62	12/15/78	4789/696
A	24	Highland Lakes Condominium II	17	62	11/13/91	7731/1178
A	25	Highland Lakes Condominium II	17	62	11/25/91	7742/829
A	28	Highland Lakes Condominium II	17	62	01/23/79	4805/1288
A	29	Highland Lakes Condominium II	17	62	01/11/80	4968/502
A	35	Highland Lakes Condominium II	17	62	07/08/85	6029/252
A	38	Highland Lakes Condominium II	17	62	03/24/80	5000/119
B	20	Highland Lakes Condominium II	17	62	08/30/78	4743/94
B	24	Highland Lakes Condominium II	17	62	03/19/80	4998/664
B	25	Highland Lakes Condominium II	17	62	12/29/78	4796/38
B	29	Highland Lakes Condominium II	17	62	03/17/80	4996/1196
B	33	Highland Lakes Condominium II	17	62	12/14/78	4788/1630
B	34	Highland Lakes Condominium II	17	62	12/15/78	4789/695
C	21	Highland Lakes Condominium II	17	62	01/03/79	4797/601
C	22	Highland Lakes Condominium II	17	62	12/15/78	4789/685
C	24	Highland Lakes Condominium II	17	62	12/05/91	7751/650
C	25	Highland Lakes Condominium II	17	62	12/13/78	4788/118
C	27	Highland Lakes Condominium II	17	62	11/30/78	4782/596
C	28	Highland Lakes Condominium II	17	62	02/17/06	14939/2108
C	29	Highland Lakes Condominium II	17	62	06/28/84	5792/1933
C	34	Highland Lakes Condominium II	17	62	12/15/78	4789/690
C	37	Highland Lakes Condominium II	17	62	10/23/91	7713/1239
D	20	Highland Lakes Condominium II	17	62	12/13/78	4788/119
D	21	Highland Lakes Condominium II	17	62	12/29/78	4796/40
D	23	Highland Lakes Condominium II	17	62	12/15/78	4789/686
D	24	Highland Lakes Condominium II	17	62	12/15/78	4789/694
D	25	Highland Lakes Condominium II	17	62	11/16/90	7428/1749
D	26	Highland Lakes Condominium II	17	62	12/14/78	4788/1629
D	27	Highland Lakes Condominium II	17	62	12/15/78	4789/698
D	31	Highland Lakes Condominium II	17	62	11/13/87	6621/1738
D	33	Highland Lakes Condominium II	17	62	12/14/78	4788/1627
D	37	Highland Lakes Condominium II	17	62	10/23/89	7114/1861
Unit	**Bldg.**	**Condominium**	**Condominium Plat**	**Page**	**Date of Recording**	**O.R. Book & Page**
A	38	Highland Lakes Condominium III	20	99	03/24/80	5000/119

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Lot	Block	Subdivision	Plat Book	Page	Date of Recording	O.R. Book & Page
A	43	Highland Lakes Condominium III	20	99	02/28/80	4988/758
B	38	Highland Lakes Condominium III	20	99	12/21/78	4792/834
B	40	Highland Lakes Condominium III	20	99	06/08/79	4865/1039
B	41	Highland Lakes Condominium III	20	99	11/02/78	4770/1565
B	43	Highland Lakes Condominium III	20	99	11/08/78	4773/824
C	41	Highland Lakes Condominium III	20	99	12/15/78	4789/699
C	42	Highland Lakes Condominium III	20	99	03/31/80	5003/961
C	43	Highland Lakes Condominium III	20	99	12/05/91	7751/652
D	40	Highland Lakes Condominium III	20	99	12/21/78	4792/838
D	43	Highland Lakes Condominium III	20	99	08/06/79	4893/453
Unit	**Bldg.**	**Condominium**	**Condominium Plat**	**Page**	**Date of Recording**	**O.R. Book & Page**
A	48	Highland Lakes Condominium IV	22	44	12/14/78	4788/1631
B	50	Highland Lakes Condominium IV	22	44	04/08/80	5007/1289
B	51	Highland Lakes Condominium IV	22	44	11/06/79	4938/1603
C	17	Highland Lakes Condominium IV	22	44	12/29/76	4493/1720
D	45	Highland Lakes Condominium IV	22	44	11/25/91	7742/811
D	48	Highland Lakes Condominium IV	22	44	06/28/84	5792/1934
D	51	Highland Lakes Condominium IV	22	44	01/03/79	4797/603
Unit	**Bldg.**	**Condominium**	**Condominium Plat**	**Page**	**Date of Recording**	**O.R. Book & Page**
A	54	Highland Lakes Condominium V	22	107	04/27/84	5747/1960
A	55	Highland Lakes Condominium V	22	107	02/09/77	4508/2050
A	58	Highland Lakes Condominium V	22	107	12/21/78	4792/667
B	53	Highland Lakes Condominium V	22	107	05/05/80	5019/1455
B	55	Highland Lakes Condominium V	22	107	12/11/78	4786/1844
C	55	Highland Lakes Condominium V	22	107	01/03/79	4797/602
C	56	Highland Lakes Condominium V	22	107	12/22/77	4637/1000
C	57	Highland Lakes Condominium V	22	107	12/15/78	4789/692
D	52	Highland Lakes Condominium V	22	107	06/28/84	5792/1931
D	53	Highland Lakes Condominium V	22	107	10/30/79	4935/362
Unit	**Bldg.**	**Condominium**	**Condominium Plat**	**Page**	**Date of Recording**	**O.R. Book & Page**
102	1	The Landings Condominium	33	67	01/24/80	4973/454
105	1	The Landings Condominium	33	67	10/05/79	4923/1514
106	1	The Landings Condominium	33	67	09/20/79	4915/1816
201	1	The Landings Condominium	33	67	01/10/80	4967/1643
203	1	The Landings Condominium	33	67	10/31/79	4935/1952
101	2	The Landings Condominium	33	67	09/20/79	4915/1815
105	2	The Landings Condominium	33	67	12/12/79	4955/1184
201	2	The Landings Condominium	33	67	11/15/79	4943/202
202	2	The Landings Condominium	33	67	11/15/79	4943/201
203	2	The Landings Condominium	33	67	01/03/97	9572/295
102	3	The Landings Condominium	33	67	09/20/79	4915/1813
103	3	The Landings Condominium	33	67	09/20/79	4915/1811

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Lot	Block	Subdivision	Plat Book	Page	Date of Recording	O.R. Book & Page
105	3	The Landings Condominium	33	67	10/04/79	4923/51
201	3	The Landings Condominium	33	67	09/07/79	4909/1314
203	3	The Landings Condominium	33	67	12/22/95	9201/1416
101	4	The Landings Condominium	33	67	04/18/80	5012/834
102	4	The Landings Condominium	33	67	09/06/95	9099/302
103	4	The Landings Condominium	33	67	01/10/80	4967/1642
102	5	The Landings Condominium	33	67	01/24/80	4973/455
204	5	The Landings Condominium	33	67	03/24/80	5000/518
205	5	The Landings Condominium	33	67	03/24/80	5000/519
206	5	The Landings Condominium	33	67	05/02/80	5018/1502

* Lot 36 +25' of Lot 37 as recorded on November 8, 1978 at O.R. Book 4773, Page 823
** Lot 37, less 25' granted to lot 36

CODING: The full text to be amended is stated: New words to be inserted are double-underlined, and deleted language is marked wit a ~~strikethrough line.~~

HOMEOWNERS ASSOCIATION OF
HIGHLAND LAKES, INC.

Martha-Jane Hay

By: Martha-Jane Hay, President

Barbara Eagleson

By: Barbara Eagleson, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instruments was acknowledged before me this 26 day of June, 2006 MARTHA-JANE HAY, President and BARBARA EAGLESON, Secretary of the Homeowners Association of Highland Lakes, Inc., who are personally known to me or have produced N/A as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lake and acknowledge the execution thereof to be his free act and indeed as such officers for the uses and purposes therein mentioned, and that he has affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 26 day of June, 2006.

Jeffrey R. D'Amours

NOTARY PUBLIC, State of Florida

386171.1

JEFFREY R. D'AMOURS
MY COMMISSION # DD 398668
EXPIRES: February 25, 2009
Bonded Thru Notary Public Underwriters

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Prepared by and return to:

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KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2006396487 10/27/2006 at 11:23 AM
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AMENDED CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND AFFIRMATIVE COVENANTS FOR HIGHLAND LAKES AS TO LOT 138, HIGHLAND LAKES, UNIT FOUR

WHEREAS, the HOMEOWNERS ASSOCIATION OF HIGHLAND LAKES, INC., is the homeowners association for Highland Lakes Unit 1, a platted subdivision appearing in Plat Book 70, Page 2; and Highland Lakes Unit 2, a platted subdivision appearing in Plat Book 72, Page 29; and Highland Lakes Unit 3, a platted subdivision appearing in Plat Book 72, Page 49; and Highland Lakes Unit 4, a platted subdivision appearing in Plat Book 75, Page 77; and Highland Lakes Unit 5, a platted subdivision appearing in Plat Book 76, Page 16; and Highland Lakes Unit 6, a platted subdivision appearing in Plat Book 77, Page 55; and Highland Lakes Unit 7, a platted subdivision appearing in Plat Book 77, Page 82; and Highland Lakes Unit 8, a platted subdivision appearing in Plat Book 78, Page 29; and Highland Lakes Unit 9, a platted subdivision appearing in Plat Book 77, Page 84; and Highland Lakes Unit 10, a platted subdivision appearing in Plat Book 80, Page 7; and Highland Lakes Unit 11, a platted subdivision appearing in Plat Book 79, Page 23; and Highland Lakes Unit 12, a platted subdivision appearing in Plat Book 79, Page 25; and Highland Lakes Unit 13, Phase 1 a platted subdivision appearing in Plat Book 82, Page 61; and Highland Lakes Unit 13, Phase 2 a platted subdivision appearing in Plat Book 83, Page 12; and Highland Lakes Unit 14, Phase 1 a platted subdivision appearing in Plat Book 81, Page 16; and Highland Lakes Unit 14, Phase 2 a platted subdivision appearing in Plat Book 81, Page 94; and Highland Lakes Unit 15, Phase 1 a platted subdivision appearing in Plat Book 85, Page 90; and Highland Lakes Unit 15, Phase 2 a platted subdivision appearing in Plat Book 87, Page 47; and Highland Lakes Unit 15, Phase 3 a platted subdivision appearing in Plat Book 88, Page 58; and Highland Lakes Unit 15, Phase 4 a platted subdivision appearing in Plat Book 89, Page 27; and Highland Lakes Unit 15, Phase 5 a platted subdivision appearing in Plat Book 88, Page 45; and Highland Lakes Unit 16, Phase 1 a platted subdivision appearing in Plat Book 88, Page 94; and Highland Lakes Unit 16, Phase 2 a platted subdivision appearing in Plat Book 90, Page 160; and Highland Lakes Unit 17, Phase 1 a platted subdivision appearing in Plat Book 88, Page 10; and Highland Lakes Unit 17, Phase 2 a platted subdivision appearing in Plat Book 92, Page 73; and Highland Lakes Unit 17, Phase 3 a platted subdivision appearing in Plat Book 90, Page 27; and Highland Lakes Unit 17, Phase 4 a platted subdivision appearing in Plat Book 105, Page 41; and Highland Lakes Unit 18, a platted subdivision appearing in Plat Book 95, Page 27; and Highland Lakes Unit 19, Phase 1 a platted subdivision appearing in Plat Book 88, Page 92; and Highland Lakes Unit 19, Phase 2 a platted subdivision appearing in Plat Book 90 Page 85; and Highland Lakes Unit 19, Phase 3 a platted subdivision appearing in Plat Book 95, Page 78; and Highland Lakes Unit 19, Phase 4 a platted subdivision appearing in Plat Book 99, Page 34; and Highland Lakes Unit 28, a platted subdivision appearing in Plat Book 91, Page 92; and Highland Lakes Unit 28, Phase 2 a platted subdivision appearing in Plat Book 96, Page 83; and Highland Lakes Unit 29, a platted subdivision appearing in Plat Book 94, Page 61; and Highland Lakes Unit 34, a platted subdivision appearing in Plat Book 99, Page 59; and Highland Lakes Condominium 1, a condominium subdivision appearing in Condominium Plat Book 15, Page 19; and Highland Lakes Condominium 2, a condominium subdivision appearing in Condominium Plat Book 17, Page 62; and Highland Lakes Condominium 3, a condominium subdivision appearing in Condominium

Plat Book 20, Page 99; and Highland Lakes Condominium 4, a condominium subdivision appearing in Condominium Plat Book 22, Page 44; and Highland Lakes Condominium 5, a condominium subdivision appearing in Condominium Plat Book 22, Page 107; and Highland Lakes Condominium 6, a condominium subdivision appearing in Condominium Plat Book 24, Page 3; and Highland Lakes Condominium 7, a condominium subdivision appearing in Condominium Plat Book 25, Page 19; and Highland Lakes Condominium 8, a condominium subdivision appearing in Condominium Plat Book 27, Page 9; and Highland Lakes Model Condominium, a condominium subdivision appearing in Condominium Plat Book 67, Page 88; and Greenview Villas Condominium 1, a condominium subdivision appearing in Condominium Plat Book 64, Page 65; and Mission Grove Condominium 1, a condominium subdivision appearing in Condominium Plat Book 23, Page 59; and Mission Grove Condominium 2, a condominium subdivision appearing in Condominium Plat Book 28, Page 55; and Landings Condominium, a condominium subdivision appearing in Condominium Plat Book 33, Page 67; and Highland Lakes Villas On Green Condominium 1, a condominium subdivision appearing in Condominium Plat Book 38, Page 96; and Highland Lakes Villas On Green Condominium 2, a condominium subdivision appearing in Condominium Plat Book 50, Page 96; and Highland Lakes Villas On Green Condominium 3, a condominium subdivision appearing in Condominium Plat Book 43, Page 84; and Highland Lakes Villas On Green Condominium 4, a condominium subdivision appearing in Condominium Plat Book 60, Page 80; and Patio Condominium 1, a condominium subdivision appearing in Condominium Plat Book 32, Page 62; and Villa Condominium, a condominium subdivision appearing in Condominium Plat Book 30, Page 33; and Green View Condominium, a condominium subdivision appearing in Condominium Plat Book 44, Page 1; all of the Public Records of Pinellas County, Florida and are subject to the Declaration of Restrictions and Affirmative Covenants Highland Lakes as recorded at Official Records Book 4470, Page 842, et. seq., of the Public Records of Pinellas County, as previously supplemented and as modified in Official Records Book 13809, page 1060, et. seq. of the public records of Pinellas County, Florida and all amendments thereto; and

We, MARTHA-JANE HAY, President and BARBARA EAGLESON, as Secretary of the Homeowners Association of Highland Lakes, Inc., hereby certify that at the Special Membership Meeting held on May 23, 2006 in accordance with the By-Laws for the Homeowners Association of Highland Lakes, and upon the vote of not less than sixty-six and two-thirds percent (66 2/3%) of the vote either in person or by proxy of the owners of the Encumbered Properties as calculated pursuant to Section 3 of Article I and pursuant to the Resolution for the Amended and Restated Declaration of Restrictions and Affirmative Covenants of Highland Lakes adding Lot 138 of Highlands Unit Four, approved by the Board of Directors at their meeting held on August 25, 2006, the following amendments to the Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lakes were approved and amended to read as follows:

Article I, Section 2, subsection (b) of the Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lakes is amended to read as follows:

(b) any person or group of persons ~~approved in writing by the Association~~ owning a residential unit in Highland Lakes Units One, Two, Three or Four whose unit was conveyed by U.S. Home of Florida, Inc. prior to the recording of the original Declaration of Restrictions and Affirmative Covenants for Highland Lakes on October 25, 1976, or Highland Lakes Condominiums I ~~to~~ through V, ~~inclusive,~~ or The Landings Condominium, who voluntarily agrees to join the Association and subject his residential unit to the Restrictions set forth herein~~,~~ and approved and accepted by the Board of Directors, provided however, that regardless of the number of Members owning a residential unit as set forth hereinabove, only two members per

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residential unit shall be entitled to use of the Recreational Properties and such two members shall be designated by agreement among all ~~the~~ owners of ~~each~~such residential unit.

The balance and remainder of this Article 1, Section 2 shall remain intact.

Article I, Section 2, subsections (c), (d), (e), (f) and (g) of the Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lakes are created to read as follows:

(c) Upon the proper execution of a consent and joinder to these Restrictions and Affirmative Covenants and payment of a one time application fee (hereinafter Application Fee) by the owner of a residential unit in Highland Lakes Unit One, Highland Lakes Unit Two, Highland Lakes Unit Three or Highland Lakes Unit Four, Highland Lakes Condominium I, Highland Lakes Condominium II, Highland Lakes Condominium III, Highland Lakes Condominium IV, Highland Lakes Condominium V, or The Landings Condominium and acceptance of the consent and joinder and Application Fee by the Board of Directors of the Association without a vote of the membership shall upon recording in the Public Records of Pinellas County and the execution of a Certificate of Amendment to these Restrictions and Affirmative Covenants subject said residential unit to these Restrictions and Affirmative Covenants as amended from time to time thereby bringing such additional property within the jurisdiction of the Association as Encumbered Property. Regardless of the number of Members owning a residential unit as set forth hereinabove, only two Members per residential unit shall be entitled to use of the Recreational Properties and such two Members shall be designated by agreement among all owners of such residential unit. The Application Fee after the recording of this amendment shall be in a sum established by the Board of Directors annually in an amount not less than $9,000.00.

(d) The Lots and Units identified in Section 2 of Exhibit A and amendments thereto shall be the only Lots or Units within:

Highland Lakes Unit One as recorded in Plat Book 70, Pages 2-4
Highland Lakes Unit Two as recorded in Plat Book 72, Pages 29-30
Highland Lakes Unit Three as recorded in Plat Book 72, Pages 49-50
Highland Lakes Condominium I, as recorded in Condominium Plat Book 15, Pages 9-12
Highland Lakes Condominium II as recorded in Condominium Plat Book 17, Pages 62-65
Highland Lakes Condominium III, as recorded in Condominium Plat Book 20, Page 99-101
Highland Lakes Condominium IV as recorded in Condominium Plat Book 22, Pages 44-47
Highland Lakes Condominium V as recorded in Condominium Plat Book 22, Pages 107-110
The Landings Condominium as recorded in Condominium Plat Book 33, Page 67

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All as recorded in the Public Records of Pinellas County, Florida which are subject to this Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lakes. Any mention or reference to any other property not in compliance with this Section 2 shall not be effective to submit that property to this Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lakes.

(e) This Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lakes also encumbers that property described in Exhibits "A", "B" and "C" as attached to the Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lakes as recorded in O.R. Book 13809, Page 1060 et seq., Public Records of Pinellas County, Florida, plus those Lots and Units identified herein as Encumbered Properties and such other property as may be identified as Encumbered Properties by Amendment to the Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lakes.

(f) Notwithstanding anything herein to the contrary, upon the acceptance of the consent and joinder and Application Fee by the Board of Directors, the Board of Directors is authorized to execute an amendment to this Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lakes adding such residential unit as identified in the consent and joinder without a further vote of the membership. Said additional residential unit shall then also be an Encumbered Property.

(g) Notwithstanding anything herein to the contrary, the Board of Directors is authorized to execute an amendment to this Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lakes adding any residential unit which is shown to have been omitted from Exhibit "A" as amended if it is shown that the owner of that residential unit was listed in the Official Records of the Association as a member of the Association as of April 17, 2006 and that owner has satisfied all other financial obligations to the Association as of April 17, 2006. The Board of Directors may execute an amendment to this Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lakes adding such residential unit with the consent and joinder of the owners of that residential unit without a further vote of the membership and without payment of the Application Fee referenced above. Additionally or alternatively, if it is subsequently shown that a recorded joinder exists in the Public Records of Pinellas County, Florida for any residential unit not referenced in Exhibit "A" the Board of Directors is authorized to execute an amendment to this Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lakes adding such residential unit as identified in the recorded joinder without a further vote of the membership and without the payment of any additional Application Fee.

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Exhibit A to the Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lakes is amended to identify and submit Encumbered Properties (in addition to the existing text):

2. The following Lots and Units (collectively referred to as "residential units") are deemed to be Encumbered Properties subject to the Restrictions and Affirmative Covenants of Highland Lakes, pursuant to Consents recorded on the date and at the Official Record Book and Page(s) stated:

Lot	Block	Subdivision	Plat Book	Page	Date of Recording	O.R. Book & Page
1	1	Highland Lakes Unit One	70	2	12/15/78	4789/684
2	1	Highland Lakes Unit One	70	2	08/14/79	4897/1213
4	2	Highland Lakes Unit One	70	2	04/02/80	5004/2025
5	2	Highland Lakes Unit One	70	2	11/10/88	6874/1939
6	2	Highland Lakes Unit One	70	2	12/13/78	4788/116
7	2	Highland Lakes Unit One	70	2	02/07/85	5927/516
9	2	Highland Lakes Unit One	70	2	12/21/78	4792/833
10	2	Highland Lakes Unit One	70	2	06/28/84	5792/1930
11	2	Highland Lakes Unit One	70	2	12/21/77	4637/1001
12	3	Highland Lakes Unit One	70	2	09/05/91	7671/1386
13	3	Highland Lakes Unit One	70	2	03/31/06	15023/120
14	3	Highland Lakes Unit One	70	2	12/31/91	7774/1450
15	3	Highland Lakes Unit One	70	2	01/05/79	4798/479
16	3	Highland Lakes Unit One	70	2	10/30/79	4935/363
18	3	Highland Lakes Unit One	70	2	09/04/79	4907/1679
19	3	Highland Lakes Unit One	70	2	12/05/78	4784/1702
20	3	Highland Lakes Unit One	70	2	11/03/78	4771/1695
21	3	Highland Lakes Unit One	70	2	03/28/91	7528/35
22	3	Highland Lakes Unit One	70	2	12/14/78	4788/1634
23	3	Highland Lakes Unit One	70	2	11/22/78	4779/1278
32	3	Highland Lakes Unit One	70	2	12/21/78	4792/832
24	4	Highland Lakes Unit One	70	2	10/31/01	11652/137
25	4	Highland Lakes Unit One	70	2	11/30/78	4782/595
26	4	Highland Lakes Unit One	70	2	02/01/78	4809/920
27	4	Highland Lakes Unit One	70	2	06/09/78	4707/1166
28	4	Highland Lakes Unit One	70	2	11/17/78	4777/981
34	5	Highland Lakes Unit One	70	2	12/15/78	4789/687
36*	5	Highland Lakes Unit One	70	2	12/05/91	4773/823
37**	5	Highland Lakes Unit One	70	2	12/05/91	4773/823
38	5	Highland Lakes Unit One	70	2	12/21/77	4637/1003
40	5	Highland Lakes Unit One	70	2	11/19/79	4944/1006
41	5	Highland Lakes Unit One	70	2	08/10/78	4734/1247
42	5	Highland Lakes Unit One	70	2	12/21/77	4637/1002
43	5	Highland Lakes Unit One	70	2	10/31/78	4769/930
44	5	Highland Lakes Unit One	70	2	11/03/78	4771/1692
45	5	Highland Lakes Unit One	70	2	12/14/78	4788/1633
46	5	Highland Lakes Unit One	70	2	12/15/98	10340/332
48	5	Highland Lakes Unit One	70	2	11/15/89	7131/1464
50	5	Highland Lakes Unit One	70	2	12/15/78	4789/691

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Lot	Block	Subdivision	Plat Book	Page	Date of Recording	O.R. Book & Page
53		Highland Lakes Unit Two	72	29	11/15/78	4776/254
54		Highland Lakes Unit Two	72	29	3/22/77	4524/850
54		Highland Lakes Unit Two	72	29	11/16/76	4478/1079
55		Highland Lakes Unit Two	72	29	12/13/78	4788/120
56		Highland Lakes Unit Two	72	29	6/16/78	4710/1695
57		Highland Lakes Unit Two	72	29	12/14/78	4788/1628
58		Highland Lakes Unit Two	72	29	12/13/78	4788/813
59		Highland Lakes Unit Two	72	29	3/22/77	4524/851
60		Highland Lakes Unit Two	72	29	12/21/78	4792/837
61		Highland Lakes Unit Two	72	29	6/16/78	4710/1694
62		Highland Lakes Unit Two	72	29	12/15/78	4789/689
63		Highland Lakes Unit Two	72	29	6/27/78	4715/1040
64		Highland Lakes Unit Two	72	29	12/29/78	4796/39
65		Highland Lakes Unit Two	72	29	12/11/77	4637/1004
66		Highland Lakes Unit Two	72	29	11/29/78	4781/1716
67		Highland Lakes Unit Two	72	29	6/8/78	4707/1164
Lot	**Block**	**Subdivision**	**Plat Book**	**Page**	**Date of Recording**	**O.R. Book & Page**
68		Highland Lakes Unit Three	72	49	12/4/79	4951/1192
69		Highland Lakes Unit Three	72	49	12/15/78	4789/688
70		Highland Lakes Unit Three	72	49	12/5/78	4784/1701
71		Highland Lakes Unit Three	72	49	10/13/78	4762/1261
72		Highland Lakes Unit Three	72	49	12/11/78	4786/1860
73		Highland Lakes Unit Three	72	49	09/14/84	5842/409
74		Highland Lakes Unit Three	72	49	11/29/78	4781/1717
75		Highland Lakes Unit Three	72	49	2/9/77	4508/2048
76		Highland Lakes Unit Three	72	49	12/21/78	4792/835
77		Highland Lakes Unit Three	72	49	2/9/77	4508/2046
78		Highland Lakes Unit Three	72	49	8/29/78	4742/964
79		Highland Lakes Unit Three	72	49	12/18/78	4789/2088
80		Highland Lakes Unit Three	72	49	5/3/78	4690/1818
81		Highland Lakes Unit Three	72	49	2/21/77	4512/1769
82		Highland Lakes Unit Three	72	49	04/04/94	8619/324
84		Highland Lakes Unit Three	72	49	12/28/88	6906/193
85		Highland Lakes Unit Three	72	49	02/09/77	4508/2049
86		Highland Lakes Unit Three	72	49	02/09/77	4508/2051
88		Highland Lakes Unit Three	72	49	11/13/78	4775/203
90		Highland Lakes Unit Three	72	49	06/07/78	4706/378
91		Highland Lakes Unit Three	72	49	12/11/78	4786/1859
92		Highland Lakes Unit Three	72	49	09/26/79	4918/364
94		Highland Lakes Unit Three	72	49	10/05/98	7396/1518
96		Highland Lakes Unit Three	72	49	03/21/78	4672/904
97		Highland Lakes Unit Three	72	49	11/05/85	6109/1208
99		Highland Lakes Unit Three	72	49	07/12/78	4722/8
100		Highland Lakes Unit Three	72	49	06/28/84	5792/1929
101		Highland Lakes Unit Three	72	49	04/26/77	4538/441
102		Highland Lakes Unit Three	72	49	12/18/78	4789/2087

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Lot	Block	Subdivision	Plat Book	Page	Date of Recording	O.R. Book & Page
03		Highland Lakes Unit Three	72	49	04/17/06	15062/597
104		Highland Lakes Unit Three	72	49	12/11/78	4786/1858
105		Highland Lakes Unit Three	72	49	12/11/78	4786/1862
106		Highland Lakes Unit Three	72	49	02/09/77	4508/2047
107		Highland Lakes Unit Three	72	49	12/21/78	4792/669
108		Highland Lakes Unit Three	72	49	06/09/78	4707/1165
109		Highland Lakes Unit Three	72	49	07/12/78	4722/7
110		Highland Lakes Unit Three	72	49	12/21/78	4792/668
111		Highland Lakes Unit Three	72	49	12/22/77	4637/1006
113		Highland Lakes Unit Three	72	49	12/30/98	10355/188
114		Highland Lakes Unit Three	72	49	12/22/77	4637/1007
115		Highland Lakes Unit Three	72	49	12/22/77	4637/1008
Lot	**Block**	**Subdivision**	**Plat Book**	**Page**	**Date of Recording**	**O.R. Book & Page**
116		Highland Lakes Unit Four	75	77	11/22/78	4779/1280
117		Highland Lakes Unit Four	75	77	02/02/77	4506/797
118		Highland Lakes Unit Four	75	77	02/02/77	4506/795
119		Highland Lakes Unit Four	75	77	11/16/76	4478/1212
120		Highland Lakes Unit Four	75	77	06/07/78	4706/379
121		Highland Lakes Unit Four	75	77	11/16/76	4478/1215
122		Highland Lakes Unit Four	75	77	02/16/77	4511/1050
123		Highland Lakes Unit Four	75	77	11/16/76	4478/1253
124		Highland Lakes Unit Four	75	77	12/22/76	4491/1517
25		Highland Lakes Unit Four	75	77	12/07/76	4485/1817
126		Highland Lakes Unit Four	75	77	12/02/76	4484/545
127		Highland Lakes Unit Four	75	77	12/09/76	4486/1957
128		Highland Lakes Unit Four	75	77	07/28/78	4728/1651
129		Highland Lakes Unit Four	75	77	12/14/78	4788/1632
130		Highland Lakes Unit Four	75	77	11/16/76	4478/1084
131		Highland Lakes Unit Four	75	77	02/02/77	4506/798
132		Highland Lakes Unit Four	75	77	11/22/76	4480/1932
133		Highland Lakes Unit Four	75	77	02/02/77	4506/799
134		Highland Lakes Unit Four	75	77	11/16/76	4478/1080
135		Highland Lakes Unit Four	75	77	02/02/77	4506/796
136		Highland Lakes Unit Four	75	77	11/16/76	4478/1081
137		Highland Lakes Unit Four	75	77	11/16/76	4478/1087
138		Highland Lakes Unit Four	75	77	08/28/06	15331/2690
139		Highland Lakes Unit Four	75	77	12/14/76	4488/1131
140		Highland Lakes Unit Four	75	77	12/14/76	4488/879
142		Highland Lakes Unit Four	75	77	12/13/76	4488/356
143		Highland Lakes Unit Four	75	77	04/21/06	15073/896
144		Highland Lakes Unit Four	75	77	11/23/76	4481/695
145		Highland Lakes Unit Four	75	77	03/20/06	14998/1619
146		Highland Lakes Unit Four	75	77	03/20/06	14998/1617
147		Highland Lakes Unit Four	75	77	02/04/77	4507/1075

Lot	Block	Subdivision	Plat Book	Page	Date of Recording	O.R. Book & Page
148		Highland Lakes Unit Four	75	77	11/23/77	4524/2198
149		Highland Lakes Unit Four	75	77	03/01/77	4516/545
150		Highland Lakes Unit Four	75	77	06/11/77	4498/1095
151		Highland Lakes Unit Four	75	77	01/31/77	4505/858
152		Highland Lakes Unit Four	75	77	04/05/77	4530/909
153		Highland Lakes Unit Four	75	77	03/01/77	4516/800
154		Highland Lakes Unit Four	75	77	12/13/76	4488/32
155		Highland Lakes Unit Four	75	77	02/25/77	4514/1999
156		Highland Lakes Unit Four	75	77	01/12/77	4499/187
157		Highland Lakes Unit Four	75	77	11/16/76	4478/1073
158		Highland Lakes Unit Four	75	77	12/07/76	4485/1484
159		Highland Lakes Unit Four	75	77	11/16/76	4478/1083
160		Highland Lakes Unit Four	75	77	11/16/76	4478/1082
Unit	**Bldg.**	**Condominium**	**Condominium Plat**	**Page**	**Date of Recording**	**O.R. Book & Page**
A	1	Highland Lakes Condominium I	15	9	05/09/79	4851/1569
A	3	Highland Lakes Condominium I	15	9	11/13/91	7731/1180
A	4	Highland Lakes Condominium I	15	9	12/26/90	7457/806
A	7	Highland Lakes Condominium I	15	9	02/22/06	14948/874
A	8	Highland Lakes Condominium I	15	9	12/21/78	4792/775
A	9	Highland Lakes Condominium I	15	9	02/17/06	14939/2112
A	10	Highland Lakes Condominium I	15	9	04/16/91	7544/249
A	11	Highland Lakes Condominium I	15	9	03/03/80	4989/1921
A	14	Highland Lakes Condominium I	15	9	03/24/80	5000/120
A	15	Highland Lakes Condominium I	15	9	11/22/78	4779/1279
B	1	Highland Lakes Condominium I	15	9	10/28/03	13171/195
B	3	Highland Lakes Condominium I	15	9	02/17/06	14939/2110
B	4	Highland Lakes Condominium I	15	9	04/24/84	5745/500
B	6	Highland Lakes Condominium I	15	9	10/27/78	4768/166
B	7	Highland Lakes Condominium I	15	9	06/28/79	4874/2034
B	10	Highland Lakes Condominium I	15	9	03/29/88	6710/10
B	16	Highland Lakes Condominium I	15	9	12/27/78	4794/671
C	2	Highland Lakes Condominium I	15	9	12/13/79	4956/184
C	3	Highland Lakes Condominium I	15	9	12/15/78	4789/693
C	4	Highland Lakes Condominium I	15	9	12/15/78	4789/697
C	6	Highland Lakes Condominium I	15	9	10/27/78	4768/167
C	8	Highland Lakes Condominium I	15	9	03/31/80	5003/960
C	10	Highland Lakes Condominium I	15	9	12/21/78	4792/840
C	12	Highland Lakes Condominium I	15	9	01/18/80	4971/78
C	13	Highland Lakes Condominium I	15	9	03/24/80	5000/118
C	15	Highland Lakes Condominium I	15	9	12/13/78	4788/814
C	16	Highland Lakes Condominium I	15	9	12/13/78	4788/815
D	1	Highland Lakes Condominium I	15	9	12/21/78	4792/836
D	3	Highland Lakes Condominium I	15	9	05/04/79	4850/201
D	4	Highland Lakes Condominium I	15	9	02/15/80	4982/1327
D	5	Highland Lakes Condominium I	15	9	04/06/79	4837/363

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Lot	Block	Subdivision	Plat Book	Page	Date of Recording	O.R. Book & Page
D	6	Highland Lakes Condominium I	15	9	09/29/98	10251/2543
D	7	Highland Lakes Condominium I	15	9	08/20/85	6057/2140
D	8	Highland Lakes Condominium I	15	9	12/21/78	4792/839
D	9	Highland Lakes Condominium I	15	9	04/24/84	5745/501
D	10	Highland Lakes Condominium I	15	9	04/13/93	8236/1952
D	13	Highland Lakes Condominium I	15	9	01/07/80	4966/36
D	14	Highland Lakes Condominium I	15	9	12/21/78	4960/954
D	15	Highland Lakes Condominium I	15	9	01/28/91	7479/2246
Unit	**Bldg.**	**Condominium**	**Condominium Plat**	**Page**	**Date of Recording**	**O.R. Book & Page**
A	19	Highland Lakes Condominium II	17	62	12/21/78	4792/841
A	23	Highland Lakes Condominium II	17	62	12/15/78	4789/696
A	24	Highland Lakes Condominium II	17	62	11/13/91	7731/1178
A	25	Highland Lakes Condominium II	17	62	11/25/91	7742/829
A	28	Highland Lakes Condominium II	17	62	01/23/79	4805/1288
A	29	Highland Lakes Condominium II	17	62	01/11/80	4968/502
A	35	Highland Lakes Condominium II	17	62	07/08/85	6029/252
A	38	Highland Lakes Condominium II	17	62	03/24/80	5000/119
B	20	Highland Lakes Condominium II	17	62	08/30/78	4743/94
B	24	Highland Lakes Condominium II	17	62	03/19/80	4998/664
B	25	Highland Lakes Condominium II	17	62	12/29/78	4796/38
B	29	Highland Lakes Condominium II	17	62	03/17/80	4996/1196
B	33	Highland Lakes Condominium II	17	62	12/14/78	4788/1630
B	34	Highland Lakes Condominium II	17	62	12/15/78	4789/695
C	21	Highland Lakes Condominium II	17	62	01/03/79	4797/601
C	22	Highland Lakes Condominium II	17	62	12/15/78	4789/685
C	24	Highland Lakes Condominium II	17	62	12/05/91	7751/650
C	25	Highland Lakes Condominium II	17	62	12/13/78	4788/118
C	27	Highland Lakes Condominium II	17	62	11/30/78	4782/596
C	28	Highland Lakes Condominium II	17	62	02/17/06	14939/2108
C	29	Highland Lakes Condominium II	17	62	06/28/84	5792/1933
C	34	Highland Lakes Condominium II	17	62	12/15/78	4789/690
C	37	Highland Lakes Condominium II	17	62	10/23/91	7713/1239
D	20	Highland Lakes Condominium II	17	62	12/13/78	4788/119
D	21	Highland Lakes Condominium II	17	62	12/29/78	4796/40
D	23	Highland Lakes Condominium II	17	62	12/15/78	4789/686
D	24	Highland Lakes Condominium II	17	62	12/15/78	4789/694
D	25	Highland Lakes Condominium II	17	62	11/16/90	7428/1749
D	26	Highland Lakes Condominium II	17	62	12/14/78	4788/1629
D	27	Highland Lakes Condominium II	17	62	12/15/78	4789/698
D	31	Highland Lakes Condominium II	17	62	11/13/87	6621/1738
D	33	Highland Lakes Condominium II	17	62	12/14/78	4788/1627
D	37	Highland Lakes Condominium II	17	62	10/23/89	7114/1861
Unit	**Bldg.**	**Condominium**	**Condominium Plat**	**Page**	**Date of Recording**	**O.R. Book & Page**

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Lot	Block	Subdivision	Plat Book	Page	Date of Recording	O.R. Book & Page
A	38	Highland Lakes Condominium III	20	99	03/24/80	5000/119
A	43	Highland Lakes Condominium III	20	99	02/28/80	4988/758
B	38	Highland Lakes Condominium III	20	99	12/21/78	4792/834
B	40	Highland Lakes Condominium III	20	99	06/08/79	4865/1039
B	41	Highland Lakes Condominium III	20	99	11/02/78	4770/1565
B	43	Highland Lakes Condominium III	20	99	11/08/78	4773/824
C	41	Highland Lakes Condominium III	20	99	12/15/78	4789/699
C	42	Highland Lakes Condominium III	20	99	03/31/80	5003/961
C	43	Highland Lakes Condominium III	20	99	12/05/91	7751/652
D	40	Highland Lakes Condominium III	20	99	12/21/78	4792/838
D	43	Highland Lakes Condominium III	20	99	08/06/79	4893/453
Unit	**Bldg.**	**Condominium**	**Condominium Plat**	**Page**	**Date of Recording**	**O.R. Book & Page**
A	48	Highland Lakes Condominium IV	22	44	12/14/78	4788/1631
B	50	Highland Lakes Condominium IV	22	44	04/08/80	5007/1289
B	51	Highland Lakes Condominium IV	22	44	11/06/79	4938/1603
C	17	Highland Lakes Condominium IV	22	44	12/29/76	4493/1720
D	45	Highland Lakes Condominium IV	22	44	11/25/91	7742/811
D	48	Highland Lakes Condominium IV	22	44	06/28/84	5792/1934
D	51	Highland Lakes Condominium IV	22	44	01/03/79	4797/603
Unit	**Bldg.**	**Condominium**	**Condominium Plat**	**Page**	**Date of Recording**	**O.R. Book & Page**
A	54	Highland Lakes Condominium V	22	107	04/27/84	5747/1960
A	55	Highland Lakes Condominium V	22	107	02/09/77	4508/2050
A	58	Highland Lakes Condominium V	22	107	12/21/78	4792/667
B	53	Highland Lakes Condominium V	22	107	05/05/80	5019/1455
B	55	Highland Lakes Condominium V	22	107	12/11/78	4786/1844
C	55	Highland Lakes Condominium V	22	107	01/03/79	4797/602
C	56	Highland Lakes Condominium V	22	107	12/22/77	4637/1000
C	57	Highland Lakes Condominium V	22	107	12/15/78	4789/692
D	52	Highland Lakes Condominium V	22	107	06/28/84	5792/1931
D	53	Highland Lakes Condominium V	22	107	10/30/79	4935/362
Unit	**Bldg.**	**Condominium**	**Condominium Plat**	**Page**	**Date of Recording**	**O.R. Book & Page**
102	1	The Landings Condominium	33	67	01/24/80	4973/454
105	1	The Landings Condominium	33	67	10/05/79	4923/1514
106	1	The Landings Condominium	33	67	09/20/79	4915/1816
201	1	The Landings Condominium	33	67	01/10/80	4967/1643
203	1	The Landings Condominium	33	67	10/31/79	4935/1952
101	2	The Landings Condominium	33	67	09/20/79	4915/1815
105	2	The Landings Condominium	33	67	12/12/79	4955/1184
201	2	The Landings Condominium	33	67	11/15/79	4943/202
202	2	The Landings Condominium	33	67	11/15/79	4943/201
203	2	The Landings Condominium	33	67	01/03/97	9572/295
102	3	The Landings Condominium	33	67	09/20/79	4915/1813

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Lot	Block	Subdivision	Plat Book	Page	Date of Recording	O.R. Book & Page
103	3	The Landings Condominium	33	67	09/20/79	4915/1811
105	3	The Landings Condominium	33	67	10/04/79	4923/51
201	3	The Landings Condominium	33	67	09/07/79	4909/1314
203	3	The Landings Condominium	33	67	12/22/95	9201/1416
101	4	The Landings Condominium	33	67	04/18/80	5012/834
102	4	The Landings Condominium	33	67	09/06/95	9099/302
103	4	The Landings Condominium	33	67	01/10/80	4967/1642
102	5	The Landings Condominium	33	67	01/24/80	4973/455
204	5	The Landings Condominium	33	67	03/24/80	5000/518
205	5	The Landings Condominium	33	67	03/24/80	5000/519
206	5	The Landings Condominium	33	67	05/02/80	5018/1502

* Lot 36 +25' of Lot 37 as recorded on November 8, 1978 at O.R. Book 4773, Page 823
** Lot 37, less 25' granted to lot 36

CODING: The full text to be amended is stated: New words to be inserted are double-underlined, and deleted language is marked with ~~a strikethrough line.~~

HOMEOWNERS ASSOCIATION OF
HIGHLAND LAKES, INC.

Martha-Jane Hay
By: Martha-Jane Hay, President

Barbara Eagleson
By: Barbara Eagleson, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instruments was acknowledged before me this 4th day of October, 2006 MARTHA-JANE HAY, President and BARBARA EAGLESON, Secretary of the Homeowners Association of Highland Lakes, Inc., who are personally known to me or have produced NA as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Amended and Restated Declaration of Restrictions and Affirmative Covenants Highland Lake and acknowledge the execution thereof to be his free act and indeed as such officers for the uses and purposes therein mentioned, and that he has affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 4th day of October, 2006.

NOTARY PUBLIC, State of Florida

386171.1

JEFFREY R. D'AMOURS
MY COMMISSION # DD 398668
EXPIRES: February 25, 2009
Bonded Thru Notary Public Underwriters

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PREPARED BY
GREEN VIEW CONDOMINIUM ASSOCIATION, INC.
RETURN TO:
JOSEPH R. CIANFRONE, P.A.
1964 BAYSHORE BLVD., SUITE A
DUNEDIN, FL 34698

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2011104603 04/20/2011 at 04:39 PM
OFF REC BK: 17228 PG: 1976-1981
DocType:CONDO RECORDING: $52.50

CERTIFICATE OF AMENDMENT TO DECLARATION FOR THE CREATION AND ESTABLISHMENT OF GREEN VIEW CONDOMINIUM

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on January 21, 2011, which was subsequently reconvened on February 21, 2011, by the affirmative vote of 75% of the unit owners present and voting, the Declaration for the Creation and Establishment of Green View Condominium, is hereby amended as follows:

> The Declaration for the Creation and Establishment of Green View Condominium, is hereby amended in accordance with Exhibit "A", attached hereto and entitled "Schedule of Amendments to the Declaration for the Creation and Establishment of Green View Condominium."

IN WITNESS WHEREOF, GREEN VIEW CONDOMINIUM ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 14th day of April, 2011.

(Corporate Seal)

GREEN VIEW CONDOMINIUM ASSOCIATION, INC.

ATTEST:

By: Paul Martaus
Paul Martaus, President

Joanne Bowman
Joanne Bowman, Secretary

CONDOMINIUM PLATS PERTAINING HERETO ARE RECORDED IN CONDOMINIUM PLAT BOOK 44, PAGES 1 THROUGH 9.

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 14 day of April, 2011, personally appeared before me Paul Martaus, President, and Joanne Bowman, Secretary, of GREEN VIEW CONDOMINIUM ASSOCIATION, INC., both personally known to me or identified by _____ and acknowledged the execution of this instrument for the purposes herein expressed.

CATHERINE LANIER
Notary Public - State of Florida
My Comm. Expires Aug 22, 2014
Commission # EE 19384
Bonded Through National Notary Assn.

NOTARY PUBLIC
My Commission Expires: 8-22-14

SCHEDULE OF AMENDMENTS TO
DECLARATION
FOR
THE CREATION AND ESTABLISHMENT OF
GREEN VIEW CONDOMINIUM

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

1. ARTICLE XIV, Insurance, the fifth free-standing paragraph, of the Declaration shall be amended to read as follows:

[THE FIRST FOUR FREE-STANDING PARAGRAPHS REMAIN UNCHANGED.]

In addition to the above and foregoing insurance, the Association through its Board of Directors, shall purchase and keep in effect policies of insurance generally known as public liability policies and/or landowner, landlord and tenant policies insuring the Association and its members against all claims and demands made by any person or persons, whomsoever for injuries received in connection with the use operation or maintenance of the condominium property, buildings and improvements, to the extent of not less than ~~$300,000.00~~ one million dollars to cover the claim or damage for personal and/or bodily injuries from any single, specific cause, to any one person, and to the extent of not less than ~~$500,000.00~~ two million dollars to cover in connection with any one particular accident or occurrence, the total aggregate of any claims for personal and/or bodily injuries that may arise or be claimed to have arisen against the Association and its members as aforesaid. Said insurance shall also provide for ~~$500,000.00~~ one million dollars property damage insurance.

[THE BALANCE OF ARTICLE XIV, INSURANCE, REMAINS UNCHANGED.]

2. ARTICLE XVII, Restrictions, Section 4, of the Declaration shall be amended to read as follows:

Section 4. No dog or cat or other pets shall be permitted in any of the units or on the common or limited common elements except for birds, such as canaries or parakeets, and fish such as goldfish or tropical varieties, which may be kept by a unit owner in the owners respective unit provided that no such birds and/or fish shall be raised for commercial purposes.

~~Notwithstanding the foregoing, initial purchasers of units from U. S. Home Corporation shall be permitted to keep one dog or cat pet for the life of said pet, provided the dog or cat, as the case may be, was owned by said owner prior to the unit owner's acquisition of the unit and further provided that said owner shall keep said dog on a leash at all times that the dog is out of the owner's unit and shall only walk the dog in areas set aside and designated by the Directors.~~

3. ARTICLE XVII, Restrictions, Section 10, of the Declaration shall be amended to read as follows:

Section 10. ~~No unit owner, or approved lessee of unit owner, shall permit any child under the age of sixteen (16) years to reside in any of the units except as otherwise provided herein.~~ It is the intention of the Association to qualify for the exemptions to the Federal and State Fair Housing Acts by providing housing for older persons as defined in the respective laws. Not less than 80% of the units shall have at least one (1) permanent occupant who is fifty-five (55) years or older, and all permanent occupants must be at least twenty-five (25) years of age. The term permanent occupant shall include all persons occupying the unit except temporary guests. Temporary guests shall be defined as those persons present in the unit for not more than thirty (30) consecutive days nor more than three weeks within any six-month period, or as otherwise permitted by the Board as long as such permission is consistent with such special requests. The Board of Directors shall promulgate from time to time such rules, regulations and procedures as are necessary to insure compliance with this restriction and consistent with the provisions of both State and Federal laws and regulations pertaining to the 55 and over exemption. The Board is specifically authorized to reject any application for leasing that would jeopardize the status of Green View Condominium as a fifty-five and over community.

When the owner or renter/Lessee is absent from the unit, guests, visitors or any other persons may not occupy (live within) a unit when the owner or Board approved renter/Lessee is absent and at all times, one of the occupants living in the unit must be fifty-five years of age or older.

4. ARTICLE XVII, Restrictions, Section 14, of the Declaration shall be amended to read as follows:

Section 14. No ~~trucks or~~ commercial vehicles ~~(except during the period of approved construction),~~ or recreational vehicles, including but not limited to dual axle vehicles, semi-tractor/trailer trucks, campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description, trucks with oversized wheels, nor any oversized vehicle that would take up more than one parking space or extend beyond the lines of the parking space, shall be permitted to be parked or to be stored at any place on the ~~common elements~~ condominium property (except during periods of maintenance, repair, remodeling or construction after being approved by the Board of Directors). This prohibition of parking shall not apply to temporary daytime parking of trucks and commercial vehicles such as for pick up, delivery, maintenance, repair or remodeling and other commercial services done at the request of a unit owner or the Board. Overnight parking of commercial vehicles shall only be permitted after receiving written permission from the Board. Notwithstanding the foregoing prohibitions, small trucks that fit within the lines of a parking space and that are maintained for personal use and where the truck bed is kept clean of debris and any other items, except for one tool box, shall be permitted. Golf carts shall also be permitted. ~~Automobiles~~ Permitted vehicles shall be parked only on the parking

spaces established for such purpose. No repair of vehicles shall be made within the condominium property.

5. ARTICLE XVII, Restrictions, Section 18 of the Declaration shall be amended to read as follows:

Section 18. All garbage and refuse from the units shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Board will direct. All disposals shall be used in accordance with instructions given to the owner by the Directors. ~~Refuse, newspapers and bagged garbage shall be deposited only in areas provided for such purposes.~~ Unit owners are obligated to keep their garbage disposal in good working order. Whenever practical, food leftovers should be disposed of in the sink-garbage disposal. All other garbage and refuse shall be placed in tied plastic bags. Newspapers shall be disposed of in tied plastic bags or if not bagged, string-tied before disposal. Boxes shall be broken down before being placed in dumpster. All garbage and refuse, newspapers, broken down boxes, and any and all other waste materials shall be disposed of in areas provided for such purposes.

6. ARTICLE XVII, Restrictions, Section 19 of the Declaration shall be amended to read as follows:

Section 19. Waterclosets and other water apparatus in the buildings shall not be used for any purposes other than those for which they were constructed. Any damage resulting from misuse of any waterclosets or other apparatus shall be paid for by the owner in whose unit it shall have been caused or originated. To lessen the chance of damage from water leaks, the Association has provided two water sensors to each unit. These water sensors must stay with each unit, one to be located at the lowest possible level by the water heater, the other at the lowest possible level by the clothing washing machine. Unit owners must replace the batteries as needed, but not less often than annually. When a unit is unoccupied overnight or longer, the water supply to the water heater and its circuit breaker shall be turned off. To the extent possible without affecting the supply of water to other units or the common elements, if a unit owner is absent from his or her unit for more than three (3) days, the water shall be shut off to all portions of the unit. If a water leak occurs from a plumbing fixture, water heater, or pipe within the unit, the unit owner will be responsible for any and all damage within the boundaries of their own unit and shall promptly act to remediate any water damage.

7. ARTICLE XVII, Restrictions, of the Declaration shall be amended by adding an entirely new Section 20 to read as follows:

Section 20. Bicycles must be stored in a common area designated by the Board of Directors. No more than two bicycles can be stored per unit. All bicycles must be labeled with the owner's name and unit number.

8. ARTICLE XVII, Restrictions, of the Declaration shall be amended by adding an entirely new Section 21 to read as follows:

Section 21. Decorating common elements: holiday, seasonal, or any and all other decorations, including but not limited to lights, plants/planters, statues/figurines, and pictures on and within common elements will be allowed as long as the Board approves same in writing.

9. ARTICLE XVII, Restrictions, of the Declaration shall be amended by adding an entirely new Section 22 to read as follows:

Section 22. Unit owners shall make available to anyone occupying their unit copies of the governing documents, including but not limited to, the Declaration, the Articles of Incorporation, the By-Laws, and the rules and regulations of Green View Condominium Association, Inc., Greenview Recreation Association, Inc., and Highland Lakes as applicable.

10. ARTICLE XVII, Restrictions, of the Declaration shall be amended by adding an entirely new Section 23 to read as follows:

Section 23. If a unit owner or occupant or his or her licensee or invitee fails to comply with any provision of this Declaration, the Association's By-Laws, or the rules and regulations of the community, the evidence of the violations should be presented to the unit owner and a three member committee of Board approved volunteers, to be known as the Grievance Committee. The Grievance Committee shall consist of three unit owners, none of which are Board members, the spouse or a relative of a Board member, or any person residing with a currently serving Board member. Neither the individual accused of the violation, nor any relative of the accused unit owner, may serve on the Grievance Committee.

Upon a violation being reported, the Grievance Committee, or the Board shall investigate the alleged violation and make a determination on whether or not a violation in fact exists. If it is determined that a violation does in fact exist and the Board, in its sole and absolute discretion, determines that a fine hearing is warranted, no less than fourteen (14) days notice shall be given to the unit owner of the intent to fine and a date for an opportunity to be heard by the Grievance Committee. If the Grievance Committee, after proper notice and an opportunity for the unit owner to speak before the Grievance Committee has been given, determines that a fine is warranted, the Board may levy a fine of 100.00 per day, beginning on the day the Grievance Committee hearing is held, for each day the violation continues up to a maximum of $1,000.00 per violation. A fine shall not be levied where the violation has been remedied prior to the Grievance Committee hearing, except that repeat violations of the same restriction, rule or regulation may be fined $100.00 even where remedied prior to the Grievance Committee hearing.

Prior to the imposition of a fine, the violating unit owner may apply to the Board for an extension of time to remedy the violation, and the Board may, in its sole and absolute discretion, grant such an extension.