

This Instrument Prepared by  
and Return to:

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**DECLARATION OF CONDOMINIUM**  
**FOR**  
**bliss, A CONDOMINIUM**

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**THIS DECLARATION OF CONDOMINIUM** (the "Declaration of Condominium") is hereby created and established by the undersigned Developer, **TAUB ENTITIES – ST. PETE, LLC**, a Florida limited liability company, for itself, its successors, grantees and assigns.

The undersigned Developer, being the owner of the fee simple title of record to those certain lands located and situate in Pinellas County, Florida, being more particularly described in Composite Exhibit "A" attached hereto, does hereby submit the lands identified on Composite Exhibit "A" and the improvements thereon, to the condominium form of ownership pursuant to the presently existing provisions of Chapter 718 of the Florida Statutes, hereinafter referred to as the "Condominium Act".

1. **Name.** The name of this mixed-use Condominium shall be identified as **bliss, A CONDOMINIUM**.

2. **Definitions.** The terms used in this Declaration of Condominium and in its exhibits, including the Articles of Incorporation and By-Laws of **bliss CONDOMINIUM ASSOCIATION, INC.**, a not-for-profit Florida corporation, shall be defined in accordance with the provisions of the Condominium Act, and as follows unless the context otherwise requires:

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

2.2 "Articles of Incorporation" means the Articles of Incorporation of the Association, as the same exist from time to time, which Articles of Incorporation are more particularly attached hereto, marked Exhibit "B" and by this reference made a part hereof.

2.3 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against a Unit Owner.

2.4 "Association" means **bliss CONDOMINIUM ASSOCIATION, INC.**, a not-for-profit Florida corporation, and its successors.

2.5 "Association Property" means that property, real or personal, the title or ownership of which is vested in the Association for the use and benefit of its members.

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

2.7 "Bylaws" means the Bylaws of the Association, as the same may exist from time to time, which Bylaws are more particularly attached hereto, marked Exhibit "C" and by this reference made a part hereof.

2.8 "Commercial Unit" means that one (1) Unit known as Unit 101 and which Unit is exclusively permitted to be used for commercial purposes as provided herein.

2.9 "Common Elements" means:

- (a) All of those items stated in the Condominium Act to be Common Elements; and
- (b) All Condominium Property not included in the Units.

2.10 "Common Expenses" means:

- (a) Expenses of administration and management of the Association and of the Condominium Property;
- (b) Expenses of maintenance, operation, repair or replacement of the Common Elements and of the Association Property;
- (c) Costs and expenses of capital improvements and betterments, and additions, or both, to the Common Elements and to the Association Property;
- (d) The cost of any duly franchised cable television service obtained pursuant to a bulk service contract.
- (e) Expenses declared Common Expenses by the provisions of this Declaration of Condominium or by the Bylaws; and
- (f) Any valid charge against the Condominium Property as a whole.

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

2.12 "Condominium Documents" means collectively this Declaration, the Articles of Incorporation and Bylaws of the Association, and any other documents governing or imposing an obligation of the Association.

2.13 "Condominium Parcel" means a separate parcel of real property, the ownership of which may be in fee simple, or any other estate in real property recognized by law.

2.14 "Condominium Property" means and includes the land in the Condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium. In this regard, the Condominium Property which is being submitted to the condominium form of ownership shall be deemed a residential condominium. Usage of the Condominium Property shall be the ownership and operation of a residential condominium property.

2.15 "Declaration of Condominium" or "Declaration" means this instrument, together with the exhibits hereto, as the same exist from time and time.

2.16 "Developer" means TAUB ENTITIES – ST. PETE, LLC, a Florida limited liability company, its successors and such of its assigns as to which its rights hereunder are assigned by written instrument recorded in the public records of Pinellas County, Florida. Such assignment may be made on an exclusive or non-exclusive basis, may be conditional or unconditional, and may be an assignment of all or only portions of its rights as Developer hereunder, provided, however, that no such assignment shall make any assignee the "Developer" for purposes hereof unless such assignment is an assignment of all of Developer's rights hereunder, is exclusive, except as to any previously assigned rights, and the assignee expressly accepts said assignment by written instrument recorded in the public records of Pinellas County, Florida.

2.17 "Improvements" means all structures and man-made changes to the natural environment located on the Condominium Property, including without limitation, the Building.

2.18 "Institutional Lender" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit or Units. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagees of Units to which at least fifty-one percent (51%) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are appurtenant.

2.19 "Land" means the real property described in Composite Exhibit "A" attached hereto.

2.20 "Limited Common Elements" means those common elements which are reserved for the use of a certain Unit or Units to the exclusion of all other Units, as specified in the Declaration.

2.21 "Management Agreement" means and refers to an agreement entered into between the Association and a Management Firm for professional management of the condominium as may be deemed appropriate from time to time by the Association.

2.22 "Residential Unit" means all those Units other than the Commercial Unit.

2.23 "Rules and Regulations" means the rules and regulations duly promulgated by the Association from time to time. The initial Rules and Regulations are contained in Composite Exhibit "E" attached hereto and made a part hereof, and there shall be no requirement that modifications to such initial Rules and Regulations be recorded in the public records of Pinellas

County.

2.24 "Unit" or "Condominium Unit" means and refers to that portion of the Condominium Property which is subject to exclusive ownership and is referred herein to each of the separate and identified units delineated in the plot plan contained within Composite Exhibit "A". The physical boundaries of each Unit are as delineated in the plot plan contained within Composite Exhibit "A" and are as more particularly described in Section 3.2 of this Declaration. The term "Unit" is often used synonymously herein with "Condominium Parcel" when meaning the sum total of an Owners' ownership interest in the Condominium.

2.25 "Unit Owner" or "Owner of a Unit" means the owner of a Condominium Parcel.

2.26 "Utility Services" means, but shall not be limited to, cable television, electric power, garbage and sewage disposal, water, and all other public service and convenience facilities.

3. **Description of Condominium and Development Plan.**

3.1 **Property Submitted to Condominium.** The Developer intends to submit the real property more particularly described in Composite Exhibit "A" to the condominium form of ownership. A survey of the land comprising the Condominium and a graphic description of the improvements in which the Units are located, which identifies each Unit by number, so that no Unit bears the same designation as any other Unit, and a plot plan thereof, all in sufficient detail to identify the Common Elements, the Limited Common Elements and each Unit and their relative locations and approximate dimensions, are attached hereto as a part of Composite Exhibit "A" and made a part hereof. The Condominium shall consist of thirty (30) Units (one (1) Commercial Unit and twenty-nine (29) Residential Units), contained within one building, which shall be numbered as follows: 101, 201, 301, 401, 501, 502, 601, 602, 701, 702, 801, 802, 901, 902, 1001, 1002, 1101, 1102, 1201, 1202, 1401, 1402, 1501, 1502, 1601, 1602, 1701, 1702, 1801, and 1802. The approximate square footage of each Unit is as follows: 101: 1,046 sq. ft.; 201: 2,136 sq. ft.; 301: 2,136 sq. ft.; 401: 2,136 sq. ft.; 501: 2,136 sq. ft.; 502: 2,136 sq. ft.; 601: 2,136 sq. ft.; 701: 2,136 sq. ft.; 702: 2,136 sq. ft.; 801: 2,136 sq. ft.; 802: 2,136 sq. ft.; 901: 2,136 sq. ft.; 1001: 2,136 sq. ft.; 1002: 2,136 sq. ft.; 1101: 2,136 sq. ft.; 1102: 2,136 sq. ft.; 1201: 2,136 sq. ft.; 1202: 2,136 sq. ft.; 1401: 2,136 sq. ft.; 1402: 2,136 sq. ft.; 1501: 2,136 sq. ft.; 1502: 2,136 sq. ft.; 1601: 2,136 sq. ft.; 1602: 2,136 sq. ft.; 1701: 2,136 sq. ft.; 1702: 2,136 sq. ft.; 1801: 4,276 sq. ft.; 1802: 2,136 sq. ft. All of the Units will be constructed in substantial compliance with plans and specifications on file with the Developer. The location of all of the Units is graphically depicted in Composite Exhibit "A". The percentage of ownership of each Unit and the Common Elements made a part of this Condominium is set forth in Exhibit "D" to this Declaration.

3.2 **Identification of Buildings and Units.**

(a) **Number of Building.** All of the Units will be located in one (1)

building (the "Building"). The Building and Units are shown on the site plan, the plot plan and the floor plans which are attached to the Declaration of Condominium as Composite Exhibit "A".

(b) **Number of Residential Units; Number of Bedrooms and Bathrooms in Each Residential Unit; Square Footages of Each Residential Unit.** The Condominium contains twenty-nine (29) Residential Units. Each unit shall consist of the following approximate floor area and shall contain the following number of bedrooms and bathrooms:

<u>Residential Unit</u>	<u>Sq. Ft.</u>	<u>No. Bedrooms</u>	<u>No. Bathrooms</u>
201	2,136	3	2 ½
301	2,136	3	2 ½
401	2,136	3	2 ½
501	2,136	3	2 ½
502	2,136	3	2 ½
601	2,136	3	2 ½
602	2,136	3	2 ½
701	2,136	3	2 ½
702	2,136	3	2 ½
801	2,136	3	2 ½
802	2,136	3	2 ½
901	2,136	3	2 ½
902	2,136	3	2 ½
1001	2,136	3	2 ½
1002	2,136	3	2 ½
1101	2,136	3	2 ½
1102	2,136	3	2 ½
1201	2,136	3	2 ½
1202	2,136	3	2 ½
1401	2,136	3	2 ½
1402	2,136	3	2 ½
1501	2,136	3	2 ½
1502	2,136	3	2 ½
1601	2,136	3	2 ½
1602	2,136	3	2 ½
1701	2,136	3	2 ½
1702	2,136	3	2 ½
1801	4,276	4	4 ½
1802	2,136	3	2 ½

(c) **Number of Commercial Unit; Square Footage of Commercial Unit.**

The Condominium contains one (1) Commercial Unit located on the first floor of the Building known as Unit 101 and having approximately 1,046 square feet.

(d) **Plot Plan and Survey.** A copy of the Plot Plan and Survey of the Condominium is made a part of Composite Exhibit "A" to this Declaration.

3.3 **Unit Boundaries.** Each Unit shall include that part of the Building containing the Unit that lies within the following boundaries:

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

(i) **Upper Boundaries.** The horizontal plane of the unfinished lower surface of the ceiling.

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

(b) **Perimetrical Boundaries.** The perimetrical boundaries of the Unit shall be the vertical plane of the undecorated and/or unfinished inner surfaces of the walls bounding the Unit extended to intersections with each thickness of drywall installed within units shall be deemed inside the boundaries. The entire thickness of glass walls and windows within a unit shall be deemed interior to the boundaries.

(c) **Apertures.** Where there are apertures in any boundary, including but not limited to windows and doors, the boundaries of the Unit extend to the interior surface of all windows (which term does not include sliding glass doors but does include glass curtain walls) and extend to the exterior surface of sliding glass doors and unfinished exterior surfaces of exterior doors. The framework for windows (again not including framework for sliding glass doors) shall not be included in the boundaries of the Unit and shall be Common Elements.

(d) **Utility Equipment and Conduits.** The Units shall include all plumbing, electrical and other utility lines, equipment and fixtures located within the boundaries of the Unit which serve the Unit only. The Unit shall not include electrical and plumbing lines, conduits, equipment fixtures, pipes, wires, air passageways, ducts, or other utility lines running through or adjacent to the Unit which are utilized for or serve another Unit or any Common Elements, which items shall be made a part of the Common Elements.

(e) **Air Conditioning/Heating.** Any air conditioning/heating equipment which services only a single Unit shall be considered part of said Unit and not a Common Element.

(f) **Appliances.** The Unit Owner shall own any electric doorbells/knockers, hot water heaters, refrigerators, dishwashers, and other appliances which are located within the boundaries of the Unit or the Limited Common Elements appurtenant to that Unit.

(g) **Fixtures.** The Unit Owner shall own all interior fixtures which shall serve the Unit exclusively, including without limitation, all plumbing fixtures, utility and electrical fixtures and cabinets.

(h) **Exceptions.** In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth as Composite Exhibit "A" hereto shall control in determining the boundaries of a Unit, except that the provisions of Section 3.3(c) above shall control unless specifically depicted otherwise on such survey.

3.4 **Common Elements.** Except as otherwise provided herein, the Common Elements are for the exclusive use of the Unit Owners, their family members (of Residential Unit Owners), guests, tenants and invitees, subject to the conditions and restrictions contained herein.

(a) The Condominium shall contain the following Common Elements:

(i) The Land.

(ii) All parts of the Condominium Property which are not included within the Units.

(iii) The following facilities on the first floor elevation of the Building: a lobby of approximately 539 square feet and a capacity of 35 persons (which lobby includes a mail alcove and elevator hall) containing personal property valued at \$20,000.00; a fitness room of approximately 392 square feet and a capacity of 26 persons containing personal property valued at approximately \$20,000.00; a garden patio of approximately 528 square feet and a capacity of 35 persons; a swimming pool and courtyard of approximately 1,822 square feet and a capacity of 121 persons containing personal property valued at approximately \$3,000.00; a storage room of approximately 280 square feet containing bike racks; a fire control room of approximately 133 square feet; a pump room of approximately 248 square feet; a janitor closet of approximately 25 square feet; an emergency generator room of approximately 249 square feet; a trash room of approximately 86 square feet; an electrical room of approximately 248 square feet; and an elevator equipment room of approximately 185 square feet. All areas, sizes and capacities stated herein are approximations. The aforementioned entry lobby, garden patio, pool and courtyard, elevator hall, and storage room are for the exclusive use of the Residential Unit Owners, their family members, guests, tenants and invitees.

(iv) The following recreational facilities located on the southerly portion of the nineteenth floor elevation of the Building: a lounge of approximately 350 square feet and a capacity of 23 persons containing personal property valued at approximately \$40,000; a spa and spa deck of approximately 214 square feet in size and a capacity for 14 persons; a roof terrace of approximately 1,409 square feet (exclusive of the spa) and a capacity of 93 persons (which roof terrace includes an outdoor kitchen) containing personal property valued at approximately \$10,000.00; a spa equipment room of approximately 67 square feet; and an elevator lobby of approximately 35 square feet and a capacity of 5 persons (collectively, the "Recreational Facilities").

The aforementioned Recreational Facilities are for the exclusive use of the Residential Unit Owners, their family members, guests, tenants and invitees. All areas, sizes and capacities stated herein are approximations. The Developer will provide such personal property reasonably necessary for the operation of the spa and the fitness room.

(v) An elevator equipment room of approximately 54 square feet located on the nineteenth floor elevation.

(vi) The elevators (passenger and vehicle) and associated equipment and systems which are for the exclusive use of the Residential Unit Owners, their family members, guests, tenants and invitees.

(vii) The parking garage driveways (exclusive of parking spaces which are Limited Common Elements).

(viii) The approximately eight- (8-) foot wide paved car waiting zone located parallel and adjacent to the existing public alley right-of-way on the easterly side of the Condominium Parcel and depicted on the plan attached as Exhibit "A" and identified as "Car Waiting Zone" and "CE" (Common Element).

(ix) All entryways which provide access to the garages and all other Common Elements shall be deemed to be Common Elements.

(x) The surface water management areas and facilities which may be used pursuant to Section 24 hereof.

(xi) All utility lines, facilities and equipment, including without limitation, electrical back-up generator, water distribution, sanitary sewer, storm water drainage, fire suppression and irrigation lines and equipment, located on the Condominium Property that are not otherwise designated herein as a Limited Common Element or included as part of a Unit.

(xii) Three (3) storage closets of approximately 13 square feet each, with one (1) such storage closet located on each of the second, third and fourth floors of the Building.

(xiii) All elements identified as a "Common Element" (or "CE") on the plat, which is a part of Exhibit "A" attached hereto.

(b) Although the Developer has no present intention of doing so, it reserves the right at any time to expand or add to any of the above described Common Elements and recreational facilities and to include such other facilities as the Developer deems appropriate. The consent of the Unit Owners or the Association shall not be required for any such construction or exclusion. No party is obligated, however, to so expand the facilities or provide additional facilities. The maximum additional common expense or cost to individual Unit Owners that may be charged during the first annual period of operation of the modified or added facilities will be \$20.00 per

month. Notwithstanding the foregoing, upon written request by a disabled resident of the Condominium, the Developer, or the Condominium Association, if turnover has occurred, shall provide valet trash pick-up service for said disabled resident, at the same frequency as the regularly scheduled trash pick-up service to the Building, for so long as said disabled resident is the owner of his or her Unit. In addition, upon sixty (60) days advance written notice, the Developer, or the Condominium Association, if turnover has occurred, shall modify the 24" wide by 84" high metal door to the trash room located on the floor containing the Unit of said disabled resident, by installing a push-button operated electric door opener, or a reasonably similar accommodation. This opener, or any reasonably similar accommodation shall operate and function in such a way as to maintain the one hour fire rating of the trash door.

**3.5 Limited Common Elements.** Each Unit may have, subject to the terms of this Declaration, the following Limited Common Elements appurtenant thereto, vesting in the Owner of each Unit or Units the exclusive right to use such Limited Common Elements:

(a) Any terrace, balcony or patio (and improvements thereto) attached to a Unit to which exclusive use and access is afforded to said Unit to the exclusion of all other Units shall be a Limited Common Element appurtenant to such Unit.

(b) The Condominium Property includes twenty-nine (29) storage closets of approximately 13 square feet each, as depicted on Composite Exhibit "A". Each Residential Unit shall be assigned one (1) storage closet, which shall be a Limited Common Element appurtenant to the abutting Residential Unit.

(c) The Condominium Property includes sixty-two (62) covered garage parking spaces numbered GP1 through GP62 located on the first through fourth floor elevations of the Building as depicted on Composite Exhibit "A". Each Residential Unit shall be assigned two (2) covered garage parking spaces, except the penthouse Unit 1801 which shall be assigned four (4) covered garage parking spaces, which shall be a Limited Common Element appurtenant to such Residential Unit as designated on Exhibit "F" attached hereto. Handicapped parking spaces may be initially assigned to non-handicapped Unit Owners; however, such spaces are designed for use by handicapped Unit Owners with vehicles bearing a handicapped license or decal in accordance with Florida law. In the event that a handicapped Unit Owner requests use of a handicapped parking space which as been assigned to a non-handicapped Unit Owner, the handicapped parking space shall be reassigned by the Association to the handicapped Unit Owner as a Limited Common Element appurtenant to the handicapped Owner's Unit. The non-handicapped parking space initially assigned to such handicapped Unit Owner shall be reassigned by the Association to the non-handicapped Unit Owner who previously held the handicapped parking space and, upon reassignment, such non-handicapped parking space shall become a Limited Common Element appurtenant to the non-handicapped Owner's unit. Certain additional garage parking spaces may be assigned by the Developer to Owners of Residential or Commercial Units for additional consideration based on the Developer's determination of market factors and, upon assignment, shall be a Limited Common Element of such Unit and shall be freely transferable among Unit Owners. The Association shall maintain records of the assignment of such parking spaces.

(d) The Condominium Property includes two (2) parking spaces on the ground level adjacent to the alley on the easterly side of the Building and depicted on Composite Exhibit "A" as OP1 and OP2. These ground-level parking spaces OP1 and OP2 are a Limited Common Element appurtenant to the Commercial Unit.

(e) The covered garage parking space numbered GP8 shall be assigned to the Commercial Unit which garage parking space shall be a Limited Common Element appurtenant to the Commercial Unit.

(f) Signage for the Commercial Unit located on the exterior of the Building and in conformance with the terms of Section 12.5(b) herein shall be a Limited Common Element appurtenant to the Commercial Unit.

(g) All elements identified as a "Limited Common Element" (or "LCE") on the plat, which is a part of Exhibit "A" attached hereto.

(h) Any equipment exclusively serving the Commercial Unit shall be a Limited Common Element appurtenant to the Commercial Unit.

Owners of Units to which the Limited Common Elements are appurtenant shall maintain their respective Limited Common Elements except that the Association shall paint exterior walls, doors and railings when deemed necessary by the Board of Directors of the Association and also maintain, repair and replace, when necessary, any parking spaces. This Declaration provides that the Owners shall grant access to the Association and its designated contractors for use of the Limited Common Elements in order to perform window cleanings and repairs to the exterior of the Condominium Property and buildings.

4. **Survey.** A survey of the land comprising the Condominium and a graphic description of the improvements in which the Units are located, which identifies each Unit by letter, name, number, or any combination thereof, so that no Unit bears the same designation as any other Unit, and a plot plan thereof, all in sufficient detail to identify the Common Elements, the Limited Common Elements and each Unit and their relative locations and approximate dimensions, are attached hereto as a part of Composite Exhibit "A" and made a part hereof.

5. **Easements.** Easements are expressly provided for and reserved (in addition to any easements created under the Act) in favor of the Unit Owners, their lessees, their guests and invitees and the Association, as follows:

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

5.2 **Utility and Other Services; Drainage.** Easements are reserved on, under,

through, over and across the Condominium Property as may be required from time to time for utility, cable television, communications and security systems and other services and drainage in order to serve the Condominium. A Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications and security systems, or other service or drainage facilities or the use of these easements. The Board of Directors of the Association or its designee shall have a right of access to each Unit to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications and similar systems, service and drainage facilities, and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved: provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owners permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) day's notice (which notice shall not, however, be required if the Unit Owner is absent when the giving of notice is attempted).

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

**5.4 Ingress and Egress.** A non-exclusive easement in favor of each Unit Owner and resident and the Owner of a Unit, their guests and invitees, shall exist for pedestrian traffic on, over, through and across sidewalks, streets, paths, walks of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purpose and use.

**5.5 Construction; Maintenance.** The Developer (including its designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion, from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any Improvements or Units located or to be located thereon, and for repair replacement and maintenance purposes or where the Developer, in its sole discretion, determines that it is required or desires to do so. The refusal by the Association or any Unit Owner to provide the access granted under this Section 5.5 to perform warranty repairs, replacement or maintenance within ten (10) days after written request by Developer shall void such warranties and release Developer from any liability or obligation whatsoever as to the warranted items which Developer sought to repair, replace or maintain.

5.6 **Sales Activity.** For as long as there are any unsold Units, the Developer, its designees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements for guest accommodations, model apartments and sales, management and construction offices, to show model Units and the Common Elements to prospective purchasers and tenants of Units within the Condominium and to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease.

5.7 **Association.** The Association shall have an easement of access over, under and through the Condominium Property for the purpose of performing its lawful functions pursuant to this Declaration, including, without limitation, the maintenance of improvements, parking areas, utility lines and equipment, driveways, and landscaped areas.

5.8 **Developer and Association.** Easements are hereby created over, under, across, in and through the Condominium Property as part of the Community for the purposes of the Developer, the Association and other appropriate entities to enable each respective entity to act upon and carry out its rights and duties, expressed or implied, pursuant to this Declaration and its exhibits, and to facilitate such other actions by appropriate parties as may be reasonably necessary to further the advancement of the Condominium and the Community.

5.9 **Developer's Traffic.** Developer hereby reserves unto itself, with the power to assign, easements over, upon, and through the Condominium Property for vehicular and/or pedestrian traffic by the Developer, its designees, successors, assigns, licensees, lessees, invitees, and guests within the Condominium Property, provided that any such easement shall not interfere with the reasonable use of the Units for residential purposes.

5.10 **Additional Easements.** The Developer or Association, by and through the Board of Directors on behalf of all Unit Owners, shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications, service or other easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or relocate any such existing easements or drainage facilities, in any portion of the Condominium Property and to grant access easements or relocate any existing access easements in any portion of the Condominium Property as the Developer or Board shall deem necessary or desirable, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.

5.11 **All Other Easements.** If not previously existing, any other easements described or shown on the plot plan contained within Composite Exhibit "A" are hereby created.

5.12 **Developer's Right to Prohibit Access.** Until such time as the Developer completes and sells all of the Units in the Condominium, the Developer reserves the right to prohibit access to any portion of the Common Elements or uncompleted Units to any of the occupants of the Condominium, and to utilize various portions of the Common Elements or the Units in connection

with such construction and development. No Unit Owner or such Owner's guests or invitees shall in any way interfere or hamper the Developer, its contractors, employees, successors or assigns, in connection with any such construction. Thereafter, during such time as the Developer, its successors or assigns, own any Units and is carrying on any business in connection therewith, including the selling, renting or leasing of such Units, the Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Units by the Developer, its employees or its successors or assigns.

A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of services contemplated or the use of the easements created under this Section. The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary, to maintain, repair or replace those items and areas, as detailed in Section 6 herein or as otherwise contemplated herein, for which the Association is responsible, and to remove any improvements interfering with or impairing such facilities or easements herein reserved, pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

Wherever in this Section or elsewhere in this Declaration an easement is granted or reserved to any party, such easement shall also benefit such party's successors, designees, grantees, assigns, agents, employees, licensees, invitees and guests, and all easements referred to herein shall be nonexclusive easements unless otherwise stated.

6. Appurtenances to Units.

6.1 **Common Elements and Common Surplus.** The Owners of each Unit will own a fractional interest in the Condominium in the Common Elements of the Condominium and common surplus of the Association and shall be obligated for their respective shares of the common expenses. Generally speaking, the Common Elements consist of all parts of the Condominium Property not included in the Units. The common expenses include all expenses and assessments properly incurred by the Association for the Condominium which are to be shared by the Unit Owners. The fractional interest is based upon the square footage of each Unit in uniform relationship to the total square footage of all Units. Each Unit's fractional ownership interest in the Common Elements and common surplus and fractional share of common expenses is set forth in Exhibit "D" to this Declaration.

6.2 **Restraint Upon Separation and Partition of Common Elements.** The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated from such Unit and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, cannot be conveyed or encumbered, except together with such Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common

Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

7. **Maintenance, Alteration and Improvement.** Responsibility for the maintenance of the Condominium Property, and restrictions upon its alteration and improvement shall be as follows:

7.1 **By the Association.** The Association shall maintain, repair and replace at the Association's expense:

- (a) All Common Elements and Association Property; and
- (b) All incidental damage caused to a Unit by reason of maintenance, repair and replacement accomplished pursuant to the provisions of 7.1(a) above.

7.2 **By the Unit Owner.** The responsibility of the Unit Owner for the cost and expense of maintenance, repair and replacement shall be as follows:

(a) To maintain, repair and replace at his expense all portions of his Unit and any Limited Common Elements appurtenant thereto, except those portions to be maintained, repaired, and replaced by the Association as expressly provided herein. The Unit Owner shall maintain, repair, and replace all components of the air conditioning unit which services the Unit Owner's Unit. Included within the responsibility of the Unit Owner shall be windows, patios, balconies, screens and doors opening into or onto his Unit. All such maintenance, repair and replacement shall be done without disturbing the rights of other Unit Owners. Notwithstanding that the Unit Owner is responsible for maintaining, repairing, and replacing the screens and doors of his Unit, the Association shall have the right to govern the type and color of said screens, doors, patios and balconies (including any window treatment) so as to maintain a continuity of appearance of the Condominium Property.

(b) To be responsible for the extermination of vermin in his Unit.

(c) To not modify, alter, paint or otherwise decorate or change the appearance, decor or demeanor of any portion of the Common Elements or Limited Common Elements of the Condominium Property, without the prior approval, in writing, of the Association, which may be arbitrarily withheld. A Unit Owner shall not attach any thing or fixture to the Common Elements of the Condominium Property without the prior approval, in writing, of the Association, which may be arbitrarily withheld. Provided however, in accordance with Section 718.113(4), *Florida Statutes*, any Unit Owner may display one portable, removable United States Flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations and, consistent with Section 718.113(6), any Unit Owner may display, on the mantel or frame of the door

of that particular Unit Owner, a religious object not to exceed three (3) inches wide, six (6) inches high, and one-and-a-half (1.5) inches deep.

(d) To promptly pay for all Utility Services which are separately metered to his Unit.

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

**7.3 Alteration and Improvement.** No amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit Owner shares the Common Expenses and owns the Common Surplus unless the record Owner of the Unit and all record owners of liens on the Unit join in the execution of the amendment and unless all the record Owners of all other Units in the Condominium approve the amendment.

**7.4 Indemnification by Unit Owner.** A Unit Owner making or causing to be made any additions, alterations or improvements to the Unit or the Limited Common Elements as contemplated herein agrees, and shall be deemed to have agreed, for such Owner, and such Owner's heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association.

**7.5 Additions, Alterations or Improvements by Developer.** The foregoing restrictions of Section 7 shall not apply to Developer-owned Units. The Developer shall have the additional right, without the consent or approval of the Board of Directors or other Unit Owners, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it, to the proposed or already constructed Unit located or to be located thereon, and Limited Common Elements appurtenant thereto. Such Unit shall include, without limitation: (i) the removal of walls, floors, ceilings and other structural portions of the Unit; (ii) changes to the layout or number of rooms in any Developer-owned Units; and (iii) changes to the size and/or number of Developer-owned Units by combining separate Developer-owned Units or otherwise. Any amendments to this Declaration or the plot plan contained within Composite Exhibit "A" required by actions taken pursuant to this Section may be effected by the Developer alone without the consent of any other person; provided, however, if any such amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit Owner shares the Common Expenses and owns the Common Surplus, the execution of the amendment to the Declaration effecting such change must be joined in by the record Owners of the Unit, all record owners of liens on the affected Unit, and at least a majority of the total voting interests in the Association. Without limiting the generality of Section 17 hereof, the provisions of

this Section may not be added to, amended or deleted unless by, or with the prior written consent of, the Developer.

8. **Liability For Common Expenses and Assessments.**

8.1 **Common Expenses.** Each Unit Owner shall be liable for a share of the Common Expenses, such share being equal to his undivided interest of common ownership as set forth in Section 6.1 of this Declaration. These Common Expenses include, but shall not be limited to, all costs and expenses as shown on the Proposed Annual Budget which has been prepared by the Association (the "Budget"). These costs and expenses include the following:

- (a) costs of operation, maintenance, repair, and replacement of the Common Elements and such of the Limited Common Elements as the Association is obligated under the terms hereof to maintain;
- (b) costs of management of the Condominium and administrative costs of the Association, including professional fees and expenses;
- (c) costs of water and sewer service, electricity, and other utilities which are not metered separately to the individual Condominium Units;
- (d) labor, material, and supplies used in conjunction with the common elements;
- (e) damages to the Condominium Property in excess of insurance coverage;
- (f) salary, management fee, or other compensation of a manager or managers and their assistants, as shall be determined by the board of directors of the Association;
- (g) premium costs of fire, windstorm, flood, and other property and liability insurance as provided herein;
- (h) cost of installation of additions or alterations, or of the acquisition of leaseholds, memberships or other possessory or use interests in lands or facilities acquired for the benefit of the unit owners of this condominium or of the acquisition or lease of property, both real and personal;
- (i) basic charges for cable or central antenna television service, in accordance with the requirements of Section 718.115, *Florida Statutes*;
- (j) all costs and expenses associated with landscaping and pool maintenance; and

(k) all other costs and expenses that may be duly incurred by the Association through its board of directors from time to time in operating, protecting, managing, and conserving the condominium property and which may be listed in the Budget and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration, the Articles of Incorporation, and the Bylaws.

8.2 **Assessments.** The making and collecting of Assessments against each Unit Owner for Common Expenses, and for reserves as may from time to time be established by the Association, shall be pursuant to the Bylaws, subject to the following provisions:

(a) **Interest, Late Charges and Application of Payments.** Assessments and installments on such Assessments paid on or before fifteen (15) days after the date when due, shall not bear interest, but all sums not paid on or before fifteen (15) days after the date when due shall bear interest at the highest rate allowed by law from the date when due until paid. The Association may, in addition to such interest, charge an administrative late fee of up to the greater of twenty-five dollars (\$25) or five percent (5%) of each delinquent installment for which the payment is late. The Board of Directors is hereby authorized to establish late charges with respect to delinquent Assessment payments, said late charges to be in addition to the interest provided for herein. Any payment received by the Association must be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment.

(b) **Lien for Assessments.** The Association shall have a lien against each Condominium Parcel for any unpaid Assessments levied against the Owner thereof, and for interest accruing thereon, which lien shall also secure all costs, including reasonable attorneys' fees, incurred by the Association incident to the collection of such Assessment or enforcement of such lien, whether or not legal proceedings are initiated. The said lien may be recorded among the Public Records of Pinellas County, Florida, by filing a claim therein, which states the legal description of the Condominium Parcel and the amount claimed to be due. Except as otherwise provided in Section 718.116(1), *Florida Statues*, the lien shall be effective from and shall relate back to the recording of the original Declaration. Provided however, as to first mortgages of record, the lien shall be effective from and after recording of the claim of lien in the Public Records of Pinellas County, Florida. Said lien shall continue in effect until all sums secured by the lien shall have been paid or until said lien is extinguished as a matter of law, whichever occurs sooner. Such claims of lien shall be signed and verified by an officer of the Association or by an agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared by and recorded at his expense. All such liens may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. If a Unit owner remains in possession of the Unit after a foreclosure judgment has been entered, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The expenses of the receiver shall be paid by the

party which does not prevail in the foreclosure action. The Association may also, at its option, sue to recover a money judgment against the Unit Owner for unpaid Assessments, without thereby waiving the lien securing the same. In the event an Institutional Lender as holder of a first mortgage of record shall obtain title to a Condominium Parcel as a result of the foreclosure of a first mortgage, or in the event such mortgagee as to a first mortgage of record shall obtain title to a Condominium Parcel as the result of a conveyance in lieu of foreclosure of such first mortgage, such mortgagee shall, to the extent provided by the Condominium Act, be liable for that share of the Common Expenses or Assessments chargeable to the Condominium Parcel, or the Owner thereof, which became due prior to the acquisition of title by such mortgagee.

(c) **Collection**. The Association shall have the power and authority to charge, assess and collect all, fees, charges and Assessments from Unit Owners and shall use such remedies for collection as are allowed by this Declaration, the Articles of Incorporation and Bylaws, and the laws of the State of Florida.

(d) **Developer's Responsibility for Assessments**. Developer shall be excused from the payment of its share of the Common Expenses and Assessments related to Condominium Parcels owned by it and being offered for sale by it. Developer shall be so excused from the time this Declaration is recorded until the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first Unit occurs. However, Developer shall pay that portion of Common Expenses incurred during said period of time which exceeds the amount assessed against other Unit Owners.

9. **Association**. The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the following provisions:

9.1 **Powers and Duties**. The powers and duties of the Association shall include those set forth in the Bylaws and Articles of Incorporation as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

(a) The irrevocable right to have access to any portion of each Unit and its Limited Common Elements from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of such portions thereof as required by this Declaration or the Act, for performing extermination services, or at any time and by force, if necessary, for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units.

(b) The power to make and collect Assessments and other related expenses authorized under the Act against Unit Owners, to lease, maintain, repair and replace the Common Elements, and to grant, modify or cancel easements pertaining to the Common Elements.

(c) The duty to maintain accounting records, according to good accounting

practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times upon prior request.

(d) The power to contract for the management and maintenance of the Condominium Property and to authorize a duly licensed management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of the Rules and Regulations, and perform the maintenance, repair and replacement required of the Association with such funds as shall be made available by the Association for such purposes. The Association shall also have the power to join with other condominium associations and entities in contracting for the maintenance and repair of the Condominium Property and other type Properties, and may contract for or may join with other condominium associations in contracting for the management of the Condominium Property and other type properties, as may be more specifically provided for by the Articles of Incorporation and Bylaws of the Association. The Association, through its Board of Directors, has entered into a Management Agreement which encompasses the provisions of this Subparagraph (d).

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

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

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

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

(i) All of the powers which a corporation not-for-profit in the State of Florida may exercise pursuant to this Declaration, the Articles of Incorporation and Bylaws, Chapter

617, *Florida Statutes* and the Act, in all cases except as expressly limited or restricted in the Act or the Condominium Documents.

9.2 **Membership in Association.** Membership of each Unit Owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and Bylaws. The interest of each Unit Owner in the funds and assets held by the Association shall be in the same proportion as the liability of each such Owner for Common Expenses. Each Unit shall be entitled to one (1) vote in the Association.

9.3 **Articles of Incorporation.** A copy of the Articles of Incorporation of the Association is attached hereto, marked Exhibit "B" and by this reference made a part hereof.

9.4 **Bylaws.** A copy of the By-Laws of the Association is attached hereto, marked Exhibit "C" and by this reference made a part hereof.

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

9.6 **Limitation upon Liability of Association.** Notwithstanding the duty of the Association to maintain and repair portions of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other Unit Owners or persons.

9.7 **Restraint upon Assignment of Shares and Assets.** The Unit Owner's share in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

9.8 **Approval or Disapproval of Matters.** Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of each Unit Owner if in an Association meeting, unless the joinder of record Unit Owners is specifically required by this Declaration.

9.9 **Notice to Mortgagees.** In the event that the holder of a mortgage encumbering any interest within the Condominium Property provides the Association with written notice of the existence of the mortgage, then the Association shall provide such mortgagee timely

written notice of the following:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Condominium Property or which affects the interest in the Condominium Property encumbered by the mortgage; and
- (b) Any delinquency in the payment of Assessments or other charges owed by the Unit Owner of the interest in the Condominium Property encumbered by the mortgage to the Association which remains uncured for a period of sixty (60) days; and
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (d) Any proposed action by the Association which would require the written consent of the holders of mortgages upon interests in the Condominium Property.

In order to avail itself of the provisions of this Section 9.9, the holder of a mortgage encumbering an interest in the Condominium Property shall include the following information in its notice to the Association the name of the mortgagor (Unit Owner) and the Interest In Condominium Property encumbered by the mortgage and the name and address of the mortgagee. The Association shall have the right to rely upon the above information until it receives written notice to the contrary. For the purposes of this Section 9.9, the holder of a mortgage encumbering an interest in the Condominium Property shall be deemed to include insurors or guarantors of said mortgage as well, as the holder itself.

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

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

VALUE THEREOF;

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

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

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

AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DEVELOPER AND ITS AFFILIATES, WHICH SHALL BE FULLY PROTECTED HEREBY.

10. Insurance. The insurance other than title insurance that shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

10.1 Authority to Purchase; Named Insured. All insurance policies upon the Condominium Property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners. Such policies shall provide that

payments by the insurer for losses shall be made to the Association or an Insurance Trustee, and all policies and their endorsements shall be deposited with the Association or an Insurance Trustee as set forth herein.

10.2 **Personal Property of Unit Owner.** Unit Owners shall, if they so desire, obtain coverage at their own expense upon their personal property and for their personal liability and living expense and such insurance shall not be the responsibility of the Association.

10.3 **Coverage.**

(a) **Casualty.** All buildings and improvements upon the Condominium Property shall be insured in an amount equal to the insurable replacement value to the extent possible, and all personal property included in the Common Elements shall be insured for its value, all as shall be determined annually by the Board of Directors. As used herein, the term "building" does not include floor coverings, wall coverings, or ceiling coverings. All such coverage, including the amount thereof and the insurance company issuing same, shall be subject to the approval of the Institutional Lender holding the greatest dollar amount of first mortgages against Units in the Condominium. Coverage shall afford protection against:

(i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(ii) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building(s) on the land, including but not limited to flood insurance, vandalism and malicious mischief.

(b) **Public Liability.** The Association shall secure public liability insurance in such amounts and with such coverage as shall be required by the Board of Directors, including but not limited to hired vehicles, owned, and non-owned vehicle coverages, and with cross liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

(c) **Workmens' Compensation.** The Association shall secure Workmens' insurance to meet the requirements of law.

(d) **Insurance or Fidelity Bonding.** In accordance with Section 718.111(11)(d), *Florida Statutes*, the Association, at its sole cost, shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time.

(e) **Other Insurance.** The Association shall secure such other insurance that the Board of Directors shall determine from time to time to be desirable.

(f) **Disclaimer.** All Unit Owners, mortgagees and others should be aware that due to exclusions from coverage, fluctuations in the costs of materials, labor and land, the amount of insurance proceeds available in the event of substantial damage to the Condominium may not be entirely sufficient for reconstruction and/or retirement of mortgage debt. Accordingly, all persons are advised to consult with their own insurance providers as to what supplemental coverage may be available under their own policies to mitigate any impact of a shortage of proceeds from Association policies.

10.4 **Premiums.** Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense and may be financed in such manner as the Board of Directors deems appropriate.

10.5 **Insurance Trustees Share of Proceeds.** All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear. All such policies shall provide that all proceeds covering property losses shall be paid to the Association or to a trustee in Florida with trust powers as may be designated as Insurance Trustee from time to time by the Board of Directors when required by this Declaration. The selection of the Insurance Trustee is subject to the approval of the Institutional Lender holding the greatest dollar amount of first mortgages against the Units in the Condominium. The Insurance Trustee shall not be liable for payment of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee and the Association shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes stated herein for the benefit of the Unit Owners and their mortgagees in the following shares, provided, however, such shares need not be set forth on the records of the Insurance Trustee:

(a) **Proceeds on Account of Damage to Common Elements.** An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(b) **Units.** Proceeds on account of damage to Units shall be held in the following undivided shares:

(i) **When the Building Is to be Restored.** For the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, said cost to be determined by the Association.

(ii) **When the Building Is Not to be Restored:** An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(c) **Mortgagees.** In the event a mortgagee endorsement has been issued to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or

participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged Unit in any of the following events:

- (i) Its mortgage is not in good standing and is in default; or
- (ii) Insurance proceeds are insufficient to restore or repair the building(s) to the condition existing prior to the loss and additional monies are not available for such purpose.

(d) **Insurance Trustee.** An Insurance Trustee need not be appointed until there exists a major damage as defined at Section 11.1(b)(ii) hereof.

10.6 **Distribution of Proceeds.** Proceeds of insurance policies received by the Association or by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.

(b) If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as provided herein. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any mortgagee of a Unit.

(c) If it is determined in the manner provided herein that the damage for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the mortgagee of a Unit.

(d) In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary/Treasurer as to the names of the Unit Owners and their respective shares of the distribution.

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

11. **Reconstruction or Repair After Casualty.**

11.1 **Determination to Reconstruct or Repair.** If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) **Common Elements.** If the damaged improvement is a Common Element, then the damaged property shall be reconstructed or repaired, unless it is determined that the Condominium shall be terminated.

(b) **Damage.**

(i) **Lesser Damage.** If the damaged improvement is a building(s), and if sixty (60%) percent of the Units are found by the Board of Directors to be tenantable, then the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty, it is determined by agreement that the Condominium shall be terminated.

(ii) **Major Damage.** If the damaged improvement is a building(s), and if sixty (60%) percent of the Units are found by the Board of Directors to be not tenantable, then the damaged property shall not be reconstructed or repaired, and the Condominium shall be terminated without agreement, unless within sixty (60) days after the casualty, the Unit Owners of eighty (80%) percent of the Units agree in writing to such reconstruction or repair.

(c) **Certificate.** The Insurance Trustee may rely upon a Certificate of the Association made by its President and attested to by its Secretary/Treasurer as to whether or not the damaged property is to be reconstructed or repaired.

11.2 **Plans and Specifications.** Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original building(s) or in lieu thereof, according to the plans and specifications approved by the Board of Directors, and if the damaged property is in a building(s), by the Unit Owners of not less than eighty (80%) percent of the Common Elements, including the Owners of all damaged Units, together with the approval of the Institutional Lenders holding first mortgages upon all damaged Units, which approval shall not be unreasonably withheld. All structures may be constructed on pilings or stilts so as to comply with all federal laws and local ordinances.

11.3 **Responsibility.** If the damage is only to those parts of one (1) Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for said casualty. In all other instances the responsibility of reconstruction or repair after casualty shall be that of the Association.

11.4 **Estimates of Costs.** Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and

repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

11.5 **Assessments.** The amount by which an award of insurance proceeds is reduced on account of a deductible clause in an insurance policy shall be a Common Expense and shall be assessed against all Unit Owners as such. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against all Unit Owners in the case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to Common Elements shall be in proportion to the Unit Owners' obligation for Common Expenses.

11.6 **Construction Funds.** The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association or by the Insurance Trustee and funds collected by the Association from Assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

(a) **Association.** If the total of Assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair that is the responsibility of the Association is more than Ten Thousand and no/100 Dollars (\$10,000.00), then the sums paid upon such Assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such Assessments and disburse them in payment of the costs of reconstruction and repair.

(b) **Insurance Trustee.** The proceeds of insurance collected on account of casualty, and the sums deposited with the Insurance Trustee by the Association from collections of Assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(i) **Association - Lesser Damage.** If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than Ten Thousand and No/100 Dollars (\$10,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors, provided, however, that upon request by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(ii) **Association - Major Damage.** If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than Ten Thousand and no/100 Dollars (\$10,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors and upon approval of an architect authorized to practice in the State of Florida and employed by the Association to supervise the

reconstruction and repair.

(iii) **Unit Owner.** The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid to the Unit Owner, or if there is a mortgagee endorsement as to the Unit, then to the Owner thereof and the mortgagee jointly, who may use such proceeds as they deem appropriate.

(iv) **Surplus.** It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund; except, however, that only those portions of a distribution to the beneficial owners in excess of Assessments paid by a Unit Owner to the construction fund shall be made payable to any mortgagee.

(v) **Certificate.** Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether sums paid by the Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, or to determine whether the disbursements from the construction fund are to be upon the order of the Association or approval of an architect or otherwise, or whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary/Treasurer as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is required in this instrument to be named payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a Unit Owner; and further, provided, that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair.

12. **Use Restrictions.** The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists upon the land:

#### 12.1 **Rental Restrictions.**

(a) All leases of Residential Units shall be for a term of not less than three (3) consecutive months. All leases of the Commercial Unit shall be for a term of not less than one (1) year. No Unit Owner may lease or rent a Unit if delinquent in the payment of any Assessments. The sub-leasing or sub-renting of a Unit Owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association shall have the right to require, upon notice to all Unit Owners, that a substantially uniform form of lease or sub-lease be used by all Unit Owners (including the Developer) intending to rent or lease after said notice and to provide such form as a Common Expense. Entire Units only may be rented, provided the occupancy is only by the lessee, his family and guests, and no individual rooms may be rented. A tenant of a Unit shall have

all of the use rights in the Association Property and Common Elements otherwise readily available for use generally by the Owner of such Unit, and the Owner of the leased Unit shall not have such rights, except as a guest. This shall not, however, interfere with access rights of an Owner as landlord pursuant to applicable law. All provisions of this Section 12.1(a) shall not be applicable to the Developer.

(b) No later than fifteen (15) days prior to the first date of occupancy, the Unit Owner shall provide written notice to the Association indicating such Unit Owners' intention to lease the Unit. The notice shall include the name and address of the proposed lessee(s) and a copy of the proposed lease. The Association may require other such information as it deems reasonably necessary, and may impose a transfer fee not to exceed \$100.00 or such other amount as permitted by law from time to time. The Association must, within fifteen (15) days after receipt of all the information required above, either approve, disapprove for cause, or, upon the written demand of the Unit Owner, furnish an alternate lessee it approves, or the Unit Owner may withdraw his proposed lease. In exercising its power of disapproval, the Association must act in a manner that is neither arbitrary nor unlawfully discriminatory and withhold approval only for a reason or reasons rationally related to the protection, preservation and proper operation of the Community and the purposes set forth herein. If the Association fails or refuses within the allotted time to notify the Unit Owner of either approval or disapproval in writing, or if it fails to provide an alternate lessee, then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, upon demand, provide a recordable certificate of approval.

(c) The following provisions specifically pertain to the leasing of Unit:

- (i) Approvals of leases need not be recorded;
- (ii) Only entire Units may be leased;
- (iii) All leases must include, and if they do not, shall be deemed to

include and state:

(A) the agreement of the lessee(s) to abide by all of the terms and provisions of the Condominium Documents (but notwithstanding such statement, the Unit Owner shall be responsible for all conduct of the Unit Owner's tenants, including without limitation any damage to the Common Elements as a result of the acts or omissions of the Unit Owner's tenants);

(B) that a violation of the Condominium Documents is a material breach of the lease and is grounds for damages, termination and eviction;

(C) that the lessee(s) and the Unit Owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and expenses, including attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy. If such costs and fees are not immediately paid by the lessee(s), the Unit Owner shall be required to pay same, and collection of such funds shall be through

any avenue available to the Association pursuant to this Declaration or at law. Each Unit Owner irrevocably appoints the Association as the Unit Owner's agent-in-fact having authority to bring actions in the Unit Owner's name and at the Unit Owner's expense (including actions for injunctive relief, damages, termination and eviction) against the lessee(s); and

(D) that the Condominium Documents must be provided to the lessee(s) by or on behalf of the Unit Owner at or before the commencement of the lease term.

(iv) Consistent with the provisions of this Section 12.1, de facto timesharing of Units is not permitted, and approval will not be given for the sale of a Unit or an interest therein interest in a Unit to multiple persons (such as siblings or business associates), who may intend that they and their families would split occupancy of the Unit into different time periods during the year. Furthermore, no vacation clubs or similar revolving residential arrangements or occupancy rights shall be permitted with regard to any Unit.

**12.2 Pets.** A Residential Unit Owner shall be permitted to have three (3) household pets without any weight limitation. The household pets shall not be kept, bred or maintained for any commercial purposes and shall not be a nuisance or annoyance to neighbors. Dangerous breed dogs, as determined by the Association, shall not be allowed. All household pets shall be attended by an adult and on a leash when located on the Association Property. Pets may not be kept in the Limited Common Elements. No reptiles or wildlife shall be kept in or on the Condominium Property (including Units). No domestic bird of a variety which will emit sounds that can be heard in contiguous units may be kept by a Unit Owner in a Unit. No one other than the Owner of a Residential Unit is permitted to keep any approved pets on the Condominium Property. Unit Owners must immediately collect and clean up any feces from pets upon the Condominium Property. Violation of the provisions of these rules regarding pets shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as may be provided in these applicable rules and regulations or the Declaration) and/or to require any pet to be permanently removed from the Condominium Property. The Unit Owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the Condominium. If a dog or any other animal becomes a nuisance and/or is obnoxious to other Unit Owners by barking or otherwise, the Unit Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Unit Owner, upon written notice by the Association, will be required to remove the animal. Pets shall not be permitted to become nuisances to Unit Owners or occupants of Units and are subject to removal from the Condominium at the discretion of the Board of Directors after a hearing conducted in the same manner as hearings for fines.

**12.3 Use.**

- (a) No unlawful use shall be made of the Condominium Property.
- (b) All laws, zoning ordinances, and regulations of any governmental body

having jurisdiction over the Condominium Property shall be observed. In this regard, usage of the Unit shall only be used in compliance and in accordance with the existing zoning codes of the City of Clearwater and Pinellas County, Florida.

(c) No nuisance shall be allowed upon the Condominium Property. No use or practice that is the source of annoyance to occupants or which interferes with the peaceful possession and proper use of the Condominium Property by its occupants shall be allowed upon the Condominium Property.

(c) No use of the Condominium Property shall be allowed that increases the cost of insurance upon the Condominium Property.

(d) The Commercial Unit (or any portion thereof) shall only be used for commercial purposes and the following uses are prohibited unless approved in writing by the Association:

- i. Any residential uses;
- ii. Any accommodation uses, including without limitation, apartment, hotel, motel, pet care or kennel;
- iii. Motor vehicle sales, service and repair;
- iv. Temporary (day labor) employment office;
- v. Any manufacturing or industrial use;
- vii. Any adult use establishment or business, including without limitation, adult arcade, adult books, adult theater, adult photographic or modeling studios, any activity that features nude or partially nude performers or wait staff, and any business requiring adult-only admission or whose primary trade is dependent upon activities relating to adult material or specified sexual activities;
- viii. Sale of alcoholic beverages for off-premises consumption;
- x. Tattoo parlor;
- xi. Laundromat, central laundry or dry cleaning plant; provided, however, this prohibition shall not be applicable to a facility for on-site service solely to pickup and delivery by consumers.
- xii. Any gambling facility, including without limitation, sale of

lottery tickets, off-track or sports betting parlor, bingo hall, table games, slot machines or other electronic games of chance;

- xiii. Nail salon;
- xiv. Pawn shop, surplus or "second hand" store;
- xv. Massage parlor; provided, however, that this prohibition shall not apply to day spas offering therapeutic massage and related services; or
- xvi. Amusement or video arcade, pool or billiard hall.

**12.4 Rules and Regulations.** Reasonable Rules and Regulations concerning the use of Condominium Property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws. The first set of Rules and Regulations are attached hereto, marked Exhibit "E" and by this reference made a part hereof. Copies of such Rules and Regulations and amendments shall be furnished by the Association, from time to time, to all Unit Owners and occupants/guests of the Condominium.

**12.5 Signs.**

(a) No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on the Condominium Property, except that Developer specifically reserves the right to place and maintain "For Sale" or "For Rent" signs in connection with any unsold or unoccupied Unit it may from time to time own and the same right is reserved to any Institutional Lender which may become the Owner of a Unit, and to the Association as to any Unit which it may own. Provided however, the on-site manager may place and display signs upon the Condominium Property to advertise the business operated at the Condominium Property.

(b) Exterior signage for the Commercial Unit shall be in accordance with the City of St. Petersburg Sign Code and any applicable Rules and Regulations and shall be constructed, maintained, repaired and replaced by the Commercial Unit Owner.

**12.6 Energy Devices.** No energy producing devices, including without limitation, generators or solar energy devices, shall be constructed, installed or maintained in any portion of the Common Elements or Limited Common Elements without prior written approval of the Association.

**12.7 Window Treatments.** All interior window treatments within a Unit which are visible from the exterior of the Unit shall be neutral, earth tone colors and shall be subject to the Rules and Regulations promulgated by the Association, as may be amended from time to time.

**12.8 Common Elements.** The Common Elements shall be used only for the

purposes for which they are intended in the furnishing of services and facilities for the residents of the Units.

12.9 **Subdivision.** No Unit may be divided or subdivided into smaller Units.

12.10 **Interference with Developer.** Until Developer has closed the sale of all Units in the Condominium, neither the Unit Owners nor the Association shall interfere with the sale of the Units which may be conducted on site by the Developer. Developer may make any use of the Condominium Property, including all Common Elements, as may facilitate such sale, including, but not limited to, maintenance of a sales/construction office in any of the Units including the display of signs, banners and such other sales materials as may be used by the Developer.

13. **Maintenance of Community Interests.** In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Condominium Parcels and Units, the transfer of title or possession to a Condominium Parcel or a Unit by an Owner other than Developer shall be subject to the following provisions as long as the Condominium exists upon the land:

13.1 **Transfers of Ownership Subject to Approval.** No Unit Owner may either acquire or dispose of any Condominium Parcel by sale, gift, devise, inheritance, or other transfer of title without the prior written consent of the Association, except as hereinafter provided. In the event of transfer of title by operation of law, the continued ownership is subject to the prior written approval of the Association, except as hereinafter provided.

13.2 **Approval by Association.** The written approval of the Association that is required for the transfer of title to a Condominium Parcel shall be obtained in the following manner:

(a) **Notice to Association.**

(i) **Sale.** A Unit Owner intending to make a bona fide sale of his Condominium Parcel or any interest therein shall give to the Association written notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice, at the Unit Owner's Option, may include a demand by the Unit Owner that the Association furnish a purchaser of the Condominium Parcel if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(ii) **Gift, Devise, Inheritance, or Other Transfers.** A Unit Owner who has obtained his title by gift, devise, Inheritance, or by any other manner not previously specified, shall give to the Association written notice of the acquisition of his title, together with such information concerning the Unit Owner as the Association may reasonably require, and a copy of the recorded instrument evidencing the Unit Owner's title.

(b) **Failure to Give Notice.** If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership of a Condominium Parcel, the Association, at its election, and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves of the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(c) **Application Fees.** The Association may require the deposit of an application fee simultaneously with the giving of notice of intention to sell or of transfer by gift, devise or inheritance, for the purpose of defraying the Association's actual expenses in determining whether to approve or disapprove the transaction or continued ownership by a transferee, said application fee not to exceed the maximum fee allowed by Section 718.112(2)(i), *Florida Statutes*, which is \$100.00 per applicant other than husband/wife or parent/dependent, which are considered one applicant.

(d) **Certificate of Approval.**

(i) **Sale.** If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be by a certificate in recordable form executed by the Association.

(ii) **Gift, Devise, Inheritance, or Other Transfers.** If the Unit Owner giving notice has acquired his title by gift, devise, inheritance, or in any other manner not previously specified, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the Unit Owner's ownership of his Condominium Parcel. If approved, the approval shall be by a certificate in recordable form executed by the Association.

(e) **Approval of Corporate Owner or Purchaser.** A corporation or any form of entity can be the purchaser of a Condominium Parcel and accordingly, the approval of ownership by the corporation, or any other type of entity, may be conditioned by requiring that said corporation or other entity designate a corporate representative to deal with all matters relating to the Association and the Condominium Property.

13.3 **Disapproval by Association.** If the Association shall disapprove a transfer of ownership of a Condominium Parcel, the matter shall be disposed of in the following manner:

(a) **Sale.** If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, then within thirty (30) days after receipt of such notice and information, the Association shall deliver or mail by registered mail to the Unit Owner an agreement to purchase the Condominium Parcel by a purchaser approved by the Association, or an agreement to purchase signed on behalf of the Association by its President and attested to by its

Secretary/Treasurer, in which event the Unit Owner shall sell the Condominium Parcel to the named purchaser at the price and upon the terms stated in the disapproved contract to sell, or upon mutually agreed terms.

(i) The sale shall be closed within thirty (30) days after delivery or mailing of the agreement to purchase, or upon the date designated in the disapproved contract, whichever date shall be later.

(ii) If the Association shall fail to purchase or provide a purchaser upon demand of the Unit Owner in the manner provided, or if the purchaser furnished by the Association shall default in his agreement to purchase, then the original transaction proposed by the Unit Owner shall be deemed to have been approved, and the Association shall furnish the Unit Owner with a certificate of approval in recordable form.

(b) **Gift, Devise, Inheritance, or Other Transfers.** If the Unit Owner giving notice has acquired his title by gift, devise, inheritance, or in any other manner not previously specified, then within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the Unit Owner an agreement to purchase the Condominium Parcel concerned by a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Condominium Parcel upon the following terms:

(i) The sale price shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Condominium Parcel; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(ii) The purchase price shall be paid in cash.

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

(iv) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, than notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish the Unit Owner with a certificate of approval in recordable form.

13.4 **Exceptions**. The foregoing provisions of this section entitled Maintenance of Community Interests shall not apply to a transfer to or purchase by an Institutional Lender that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer or sale by an Institutional Lender that so acquires its title. Such provisions shall not require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale. Such provisions shall not apply to Developer or Developer's successors or assigns, and Developer and any such person or entity shall have the right to freely sell, transfer or otherwise deal with the title and possession of a Unit without complying with the provisions of this section.

13.5 **Unauthorized Transactions**. Any sale or transfer not authorized pursuant to the terms of this Declaration shall be voidable unless subsequently approved by the Association or otherwise cured by the terms of this Declaration.

13.6 **Waiver of Approval**. Whenever in this section an approval is required of the Association in connection with the sale or transfer of any Condominium Parcel, and such approval shall not have been obtained pursuant to the provisions hereof, failure upon the part of the Association to object in writing to such sale or transfer within ninety (90) days after the date of such event, or within thirty (30) days of the date upon which the purchaser or transferee shall take possession of the premises, whichever date shall be later, shall constitute a waiver by the Association of the right to object and the sale or transfer of such Condominium Parcel shall be then considered valid and enforceable as having complied with this paragraph.

13.7 **Notice of Suit**.

(a) **Notice of Suit**. A Unit Owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his Unit within five (5) days after the Unit Owner shall receive knowledge or notice thereof.

(b) **Failure to Comply**. Failure to comply with this subsection shall not affect the validity of any judicial sale.

14. **Purchase of Units by the Association**.

14.1 **Authority**. The Association shall have the power to purchase Condominium Parcels in the Condominium.

14.2 **Decision**. The decision of the Association to purchase a Condominium Parcel shall be made by its Board of Directors, without the necessity of approval by its membership except as is hereinafter expressly provided.

14.3 **Limitation.** If at any time the Association shall be the Owner or agreed purchaser of two (2) or more Condominium Parcels, it may not purchase any additional Condominium Parcels without the prior written approval of seventy-five (75%) percent of the Unit Owners. The limitations hereof shall not apply to Condominium Parcels to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent Assessments where the bid of the Association does not exceed the aggregate of the amounts due by virtue of any and all senior or superior liens against the Condominium Parcel plus the money due the Association, nor shall the limitation of this paragraph apply to Condominium Parcels to be acquired by the Association in lieu of foreclosure of such liens if the consideration therefor does not exceed the cancellation of such lien.

15. **Rights of Developer.** Notwithstanding anything herein to the contrary, Developer shall have the right of first refusal to purchase any Condominium Parcel which the Association shall have the right to purchase upon the same price and at the same terms available to the Association, such right of first refusal to continue until such time as Developer shall have completed, sold and closed on the sale of all Condominium Parcels in the Condominium.

16. **Compliance and Default.** Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation and the Bylaws of the Association, and the Rules and Regulations adopted pursuant to those documents, as the same may be amended from time to time. Failure of a Unit Owner to comply with such documents and regulations shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act:

16.1 **Negligence.** A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

16.2 **Costs and Attorneys' Fees.** In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the terms of this Declaration, the Articles of Incorporation and the Bylaws of the Association, or the Rules and Regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding, and recover such reasonable attorneys' fees as may be awarded by the Court.

16.3 **No Waiver of Rights.** The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation and the Bylaws of the Association, or the Rules and Regulations adopted pursuant to them, shall not constitute a waiver of the right to do so thereafter.

16.4 **Fines.** In addition to the foregoing, the Association may levy a reasonable fine against a Unit and/or Unit Owner for the failure of the Unit Owner of the Unit, the Unit's

occupant, or the Unit Owner's guest, licensee, or invitee to comply with this Declaration, including its exhibits and amendments, or the Rules and Regulations promulgated by the Association from time to time. No such fine levied by the Association shall exceed the maximum amount provided by the applicable Florida Statutes. No such fine shall be levied by the Association until the Unit Owner, the Unit's occupant, and the Unit Owner's guest, licensee, or invitee has been given notice of the alleged violation and an opportunity for a hearing before a committee of other Unit Owners appointed by the Board of Directors. Each day of violation shall be deemed a separate violation subject to separate fine.

17. **Amendments.** Except as otherwise provided herein, this Declaration of Condominium may be amended in the following manner:

17.1 **Notice.** 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.

17.2 **Resolution.**

(a) A resolution for the adoption of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

(b) No provision of this Declaration shall be amended by reference to its title or number only. Proposals to amend a provision of this Declaration shall contain the full text of the provision of this Declaration to be amended new words shall be inserted in the text and underlined, and deleted words shall be lined through with hyphens. However, if the proposed change is so extensive that the procedure outlined in the preceding sentence would hinder rather than aid the understanding of the proposed amendment, then It shall not be necessary to use said procedure but, instead, the following notation must be inserted immediately preceding the proposed amendment: "Substantial rewording of Declaration See paragraph \_\_\_\_ for present text."

17.3 **Approval.** A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors or by the Unit Owners of the Association. Unit Owners may propose such an amendment by instrument in writing directed to the President or Secretary/Treasurer of the Board of Directors signed by not less than twenty (20%) percent of the Unit Owners. Amendments may be proposed by the Board of Directors by action of a majority of the Board of Directors at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the Unit Owners to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. 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 he or she votes against such action or abstains from voting. A director of the Association who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. Directors may not vote by proxy or by secret ballot at board meetings, except that officers may be

elected by secret ballot. A vote or abstention for each member present shall be recorded in the minutes. A member of the board or a committee may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for purposes of creating a quorum. Except as otherwise provided herein, such approvals must be either by:

(a) Not less than two-thirds (2/3) of the entire membership of the Board of Directors and not less than two-thirds (2/3) of the votes of the entire membership of the Association; or

(b) Not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all Unit Owners in the manner required for the execution of a deed.

#### 17.4 Amendment by Developer.

(a) **Amendment to Plot Plan and Declaration.** The Developer reserves the right to make whatsoever changes it may deem necessary in the condominium plot plan contained within Composite Exhibit "A" and this Declaration until such time as Developer has transferred control of the Association to the non-Developer Unit Owners pursuant to the Act. The amendment reflecting such changes need only be executed by the Developer; provided, however, that no such amendment unilaterally approved by the Developer shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit Owner shares the Common Expenses and owns the Common Surplus, unless such amendment is also approved by at least a majority of the total voting interests of the Association.

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

grant and acknowledgement of, and a consent to the reservation of, the power of the Developer to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate on the earlier of (i) December 31, 2015, or (ii) the date on which Developer has conveyed all Units in the Condominium to third parties.

(c) This Declaration and all exhibits hereto, where applicable, may be amended unilaterally by the Developer for the purposes set forth pursuant to Section 718.110(5), *Florida Statutes*, to correct scrivener's errors.

**17.5 Amendment Pertaining to Stormwater Management System.**

Notwithstanding any provisions to the contrary contained in this Section 18, any amendment which will affect the stormwater management system, including the management portion of the Common Elements, serving the Condominium must have the prior written approval of the Southwest Florida Water Management District (or the Department of Environmental Protection of the State of Florida if the Southwest Florida Water Management District's obligations for governance have been ceded to such state agency) in order to be effective and binding.

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

**17.7 Execution and Recording.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the certificate shall be executed by the President of the Association and attested to by the Secretary/ Treasurer with the formalities of a deed, and shall be effective upon recordation thereof in the Public Records of Pinellas County, Florida.

**17.8 Amendments affecting Commercial Unit.** No amendments to the Declaration, Articles or Incorporation, Bylaws or Rules and Regulations of the Association which would materially and adversely affect the rights of the Commercial Unit Owner are permitted unless the affected Commercial Unit Owner consents thereto.

**18. Termination.** The Condominium may be terminated in the following manners, in addition to the manner provided by the Condominium Act:

**18.1 Destruction.** If it is determined as provided in Section 11.1(b)(ii) hereof that the building(s) shall not be reconstructed because of major damage, the Condominium plan of ownership shall be terminated without agreement.

**18.2 Agreement.** The Condominium may be terminated at any time by the approval in writing of all record Owners of Units and all record owners of mortgages on Units. Notice of a meeting at which the proposed termination is to be considered shall be given not less than thirty (30) days prior to the date of such meeting. In the event that the approval of Owners of

not less than seventy five (75%) percent of the Common Elements, and the approval of all record owners of mortgages upon the Units, are obtained at the meeting or within thirty (30) days thereafter, then the approving Owners shall have an option to buy all of the Units of the Owners not approving of termination, said option to continue for a period of sixty (60) days from the date of such meeting. Approval by a Unit Owner, or of a mortgagee holding a mortgage encumbering a Unit, shall be irrevocable until expiration of the aforementioned option to purchase the Unit of Owners not so approving, and if the option to purchase such Unit is exercised, then such approval shall be irrevocable. The option to purchase the Units owned by Unit Owners not approving of termination shall be exercised upon the following terms:

(a) **Exercise of Option.** The option shall be exercised by delivering or mailing by registered mail to each of the record Owners of the Units to be purchased an agreement to purchase signed by the record Unit Owners who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating Unit Owner and shall require the purchase of all Units owned by Unit Owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) **Price.** The sale price for each Unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association by appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. In any such action for specific performance the prevailing party shall also be entitled to his reasonable attorneys' fees and costs incurred in connection therewith.

(c) **Payment.** The purchase price shall be paid in cash, provided, in the event there shall be a prior first mortgage encumbering the Unit, then the purchaser shall have the option of assuming the remaining principal obligation thereof, and that portion of the purchase price which is in excess of such mortgage shall be payable in cash at closing.

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

18.3 **Certificate.** Termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary/Treasurer certifying to the facts effecting the termination, said certificate to become effective upon being recorded in the Public Records of Pinellas County, Florida. Upon recordation of the instrument evidencing consent of all of the Unit Owners to terminate the Condominium, the Association within thirty (30) business days shall notify the Division of the termination and the date the document was recorded, the county where the document was recorded, and the book and page

number of the public records where the document was recorded, and shall provide the Division a copy of the recorded termination notice certified by the clerk.

18.4 **Shares of Unit Owners after Termination.** After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to the termination.

19. **Condemnation.** Any condemnation of any portion(s) of the Condominium Property shall be governed by the following provisions:

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

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

19.2 **Determination Whether to Continue Condominium.** Whether the Condominium will be continued after condemnation will be determined in the manner provided for in Section 11 herein for determining whether the damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

19.3 **Disbursement of Funds.** Except as provided in Section 25 herein, if the Condominium is terminated following a condemnation, the proceeds of the awards pertaining to the condemnation of Common Elements will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of any such awards shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty, or as elsewhere in this Section specifically provided.

19.4 **Condemnation of Common Elements.** Awards for the taking of portions of the Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, however, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of the Common Elements, if any, shall be distributed, after adjustments to these shares effected pursuant hereto by reason of the taking, to each

Unit Owner by check made payable jointly to such Unit Owner and its respective mortgagee(s), in accordance with the provisions of Section 12 herein.

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

The following changes shall be made in the Condominium following a taking as described in this Section 19.5:

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

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

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

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

**20. Additional Rights of Mortgagees and Others.** The following provisions are intended for the benefit of each holder of a first mortgage upon a Unit, and, to the extent that any other provisions of this Declaration conflicts with the following provisions, if at all, the following provisions shall control:

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

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

(a) to examine current copies of this Declaration, the Bylaws, Rules and Regulations and the books, records and financial statements of the Association during normal business hours;

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

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

(d) to receive written notice of any decision by the Unit Owners to make a material amendment to the Declaration, the Bylaws or Articles of Incorporation;

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

(6) to receive written notice of any action which would require the consent of a specified number of Institutional First Mortgagees.

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

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

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

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

20.7 In the event professional management has been previously required by any holder, insurer or guarantor of a first mortgage on a Unit, any decision to establish self management by the Association shall require the prior consent of the Unit Owners in accordance with Section 718.302(1), *Florida Statutes*.

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

21. **Severability.** The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium, the Articles of Incorporation and the Bylaws of the Association, and the Rules and Regulations promulgated by the Association shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

22. **Disclaimer of Certain Warranties.**

**DEVELOPER HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES AS TO DESIGN, CONSTRUCTION, FURNISHING AND EQUIPPING OF THE CONDOMINIUM PROPERTY. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.**

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

23. **Mediation and Arbitration.** All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for mediation or arbitration shall be submitted to such alternative resolution procedures prior to institution of civil litigation proceedings.

24. **Surface Water Management Areas and Facilities.** The definition of Surface Water Management Areas shall mean and refer to that portion of the Common Elements that are not within a public right-of-way and which are used for the control and management of surface waters of the Condominium pursuant to permits issued by Pinellas County, Florida (the "County") or the Southwest Florida Water Management District (the "District").

24.1 **Definition of Surface Water Management System Facilities.** "Surface Water Management System Facilities" or "Facilities" shall mean and refer to all inlets, ditches, swales, culverts, water control structures, retention and detention areas.

24.2 **Definition of Common Surface Water Management System.** "Common Surface Water Management System" or "System" shall mean those water management areas defined by Rule 40D-4.021(5), Florida Administrative Code, as amended from time to time, or subject to permits pertaining to surface water (storm water) management systems issued by Pinellas County, Florida (the "County"). Examples of components of the Common Surface Water Management System include, but are not limited to, the following: streets, roads, rights-of-way, inlets, ditches, culverts, structures, retention and detention areas, ponds, and lakes.

24.3 **Location of Surface Water Management System Facilities.** The Surface Water Management System Facilities are located on the Land that is subject to an easement in favor of the Association or the Unit Owners and their successors and assigns.

24.4 **No Construction in Surface Water Management Areas or on Surface Water Management System Facilities.** Except as may be undertaken by Developer or the Association or by another party with the written consent of the Association, and in any event pursuant to such permits as may be required by the County and the District, no construction activities may be conducted relative to any portion of the Surface Water Management System Facilities or within the Surface Water Management Areas. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System Facilities. If the construction project includes a wetland mitigation area, as defined in regulations of the District, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval of the District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit issued by the District may be conducted without specific written approval from the District.

24.5 **Changes.** No Unit Owner, or any other person, shall have the right to make

any changes to the Surface Water Management Areas or Surface Water Management System Facilities or System or to use such areas or discharge any substance in them that is contrary to applicable laws and regulations or the conditions of any permits issued by the County and the District.

24.6 Developer Control. Developer or the Association shall have the exclusive right to repair, replace, and maintain all such Facilities within or pertaining to the Condominium. Developer reserves for itself, and its agents, invitees, licensees, employees, successors, and assigns, the right and license on, over, and under the Property to repair, replace, and maintain all drainage control facilities, structures, and devices within the Surface Water Management Areas and/or the Surface Water Management System Facilities as long as Developer has any legal obligation to do so.

24.7 Association Control. Upon transfer of the operation and maintenance of the Facilities to the Association, the Developer shall request from the District permission to transfer responsibility for the operation and maintenance of the Facilities to the Association. Developer shall use such form or forms as may then be required by the District before the transfer of responsibility to the Association is effective. The Association shall accept from the Developer a transfer of all assignable licenses and permits for the Surface Water Management Areas and the Common Surface Water Management System. The Association shall cooperate with the Developer and shall execute such documents as may be required by the District for the transfer.

24.8 The Association to Operate and Maintain the Common Surface Water Management System. The Association shall, upon issuance of written approval of the transfer of responsibility to it by the District, have full responsibility for operating, maintaining, repairing, and replacing the Surface Water Management System Facilities within the Surface Water Management Areas in accordance with the terms and conditions of the Environmental Resource Permit and any other permits issued by the District. The Association shall allocate sufficient funds in its budget for monitoring and maintenance of any wetland mitigation area(s) until the District determines that the area(s) is successful in accordance with the Environmental Resource Permit.

24.9 Enforcement by County. In the event that the Association, or any successor organization, shall fail to adequately maintain the Common Surface Water Management System in accordance with County standards, the County shall have the right, but not the obligation, to enter the Association Property for the purpose of maintaining the Common Surface Water Management System. All expenses incurred by the County in maintaining the Common Surface Water Management System shall be assessed against the Association and shall be payable by the Association within sixty (60) days after receipt of a statement therefore. If the Association fails to pay such assessment within such 60-day period, the assessment shall become a lien on the Association Property which may be foreclosed by the County. The rights of the County contained in this restriction shall be in addition to any other rights the County may have regulating the operation and development of the Condominium.

24.10 Enforcement by District. The District shall have the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it

to correct any outstanding problems with the Surface Water Management System Facilities. The restrictions of this section shall be in effect for twenty-five (25) years with automatic one-year renewal periods thereafter.

24.11 Cessation of Existence of the Association. If the Association ceases to exist, all of the Unit Owners in the Condominium who are subject to this instrument shall be jointly and severally responsible for the operation and maintenance of the Surface Water Management System Facilities in accordance with the Environmental Resource Permit issued by the District, unless and until the control or right of access to the Surface Water Management System Area is conveyed or dedicated to an appropriate governmental unit or public utility, and if such conveyance or dedication is not accepted, unless and until the Surface Water Management System Facilities are conveyed to a non-profit corporation similar to the Association.

25. Deleted.

26. Additional Provisions.

26.1 Notices. All notices to the Association required or desired hereunder or under the Bylaws shall be sent by first class mail to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the address of such Unit Owner appearing in the Association's records at the time the notice is transmitted. Where a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address which the Developer initially identifies for that purpose and thereafter as one or more of the Owners of the Unit shall so advise the Association in writing, or if address is given or the Owners of the Unit do not agree, to the address provided in the deed of record.

All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association.

All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or 5 business days after proper mailing, whichever shall first occur.

26.2 Interpretation. The Board of Directors shall be responsible for interpreting the provisions hereof and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel to the Association, or the legal counsel having drafted this Declaration, that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

26.3 Binding Effect of Section 718.303, Florida Statutes. The provisions of

Section 718.303(1), *Florida Statutes*, shall be in full force and effect and are incorporated herein. A Management Firm, if a Management Agreement is in effect, shall assist the Association in the prosecution of any action pursuant to the statute aforescribed.

**26.4 Right of Developer to Add Recreational Facilities and Common Elements.**

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

**26.5 Right of Developer to Convey Property to the Association.** The Developer hereby reserves the right to convey to the Association any real property contiguous to the Condominium Property free and clear of liens and encumbrances, including, but not limited to, wetlands or other parcels more suitable to become Association Property rather than Common Elements. All costs and expenses associated with such Association Property shall be Common Expenses. The Association shall be required to accept any such conveyance from the Developer.

**26.6 Transfer of Control of the Association.** When Unit Owners other than the Developer own 15% or more of the Units, the Unit Owners other than the Developer shall be entitled to elect no less than one third (1/3) of the members of the Board of Directors. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors: (a) three years after 50% of the Units have been conveyed to purchasers; (b) three months after 90% of the Units have been conveyed to purchasers; (c) when all the Units have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; (d) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; (e) when the developer files a petition seeking protection in bankruptcy, (f) when a receiver for the developer is appointed by a circuit court and is not discharged within 30 days after such appointment, unless the court determines within 30 days after the appointment of the receiver that transfer of control would be detrimental to the association or its members, or (g) seven years after recordation of this Declaration.

**26.7 Aviation Easement.** The Condominium may be situated in close proximity to one or more civilian or military airfields and accordingly users of civilian or military aircraft may operate in and through the airspace above, over, across or near the surface of the property upon which the Condominium is located. Such operation will likely cause such noise, vibrations, odors, vapors, exhaust, smoke, dust or other effects as are inherent in the operation of civilian and military aircraft. The airspace above and around the Unit and the Condominium may be used for the launching, landing and maneuvering about of civilian and military aircraft. By purchasing a Unit in

the Condominium, a Unit Owner expressly assumes the risk of residing in close proximity to such operations and agrees that the Developer or any entity designing, constructing or managing the Condominium will not be liable to the Unit Owner or any invitee, guest, tenant, licensee or family of Unit Owner for any loss or damage for personal injury, damage to property, trespass, nuisance or any other alleged wrong attributable to any extent to the proximity of the Unit or the Condominium to the civilian or military airfields and the flight or passage of civilian or military aircraft in and through the airspace above, over, across or near the surface of the property upon which the Condominium is located. Each Unit Owner by virtue of accepting title to a Unit also accepts the terms and conditions of the Avigation Easement regarding the rights of Pinellas County regarding air rights related to the operation of civilian or military airfields.

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

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

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

26.11 **Ratification.** Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, the Articles of Incorporation, the Bylaws, and applicable Rules and Regulations, are fair and reasonable in all material respects.

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

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

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the Developer has executed this Declaration on this 19<sup>th</sup> day of January, 2017.

Signed, sealed and delivered  
in the presence of:

Tiffany Williams  
Print Name: TIFFANY V. WILLIAMS

**TAUB ENTITIES – ST. PETE, LLC,**  
a Florida limited liability company

By Brian Taub  
Brian N. Taub, Manager

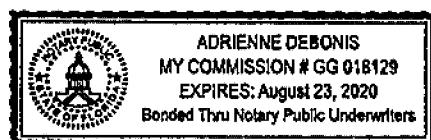
Adrienne DeBonis  
Print Name: Adrienne DeBonis

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of January, 2017, by **BRIAN N. TAUB**, the Manager of **TAUB ENTITIES – ST. PETE, LLC**, a Florida limited liability company, on behalf of said company. He is personally known to me or has produced \_\_\_\_\_ as identification.

Adrienne DeBonis  
(Signature of Notary)  
Adrienne DeBonis  
(Name of Notary, printed or stamp)  
My commission expires: 8/23/20  
Notary Public, State of Florida at Large

(SEAL)



### CONSENT OF LIENHOLDER

The undersigned, Valley National Bank, a national banking association (the "Bank"), being the owner and holder of the indebtedness secured by that certain Mortgage, Security Agreement, Financing Statement and Assignment of Rents by and between Declarant and Bank, dated July 9, 2015, and recorded on July 9, 2015 as instrument No. 2015193977, in Official Records Book 18844, Page 913, of the Official Records of Pinellas County, Florida (the "Mortgage") hereby consents to the above Declaration of Condominium and to its filing in the Office of the Clerk of Pinellas County, Florida and hereby subordinates the lien of the Mortgage and any and all other liens owned or held by it against or affecting any portion of the Property to the terms of the Declaration, all with the same force and effect as if Said Declaration had been executed and recorded prior to the execution and recordation of the Mortgage; provided, however this consent and subordination shall not be construed to be a release of the Mortgage Lien or any part thereof.

**VALLEY NATIONAL BANK,**  
a national banking association

By: Jennifer Pollock  
Name: JENNIFER POLLOCK  
Its: VICE PRESIDENT

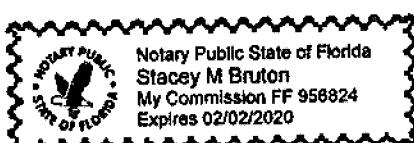
The foregoing instrument was sworn to and subscribed before me this 19<sup>th</sup> day of Jan, 2017, by Jennifer Pollock, the VP of Valley National Bank, a national banking association, on behalf of said company. The Affiant is: personally known to me; or has produced \_\_\_\_\_ as identification

Stacey M. Bruton

(SEAL)

Name Legibly Printed, Typewritten or Stamped

My commission expires:

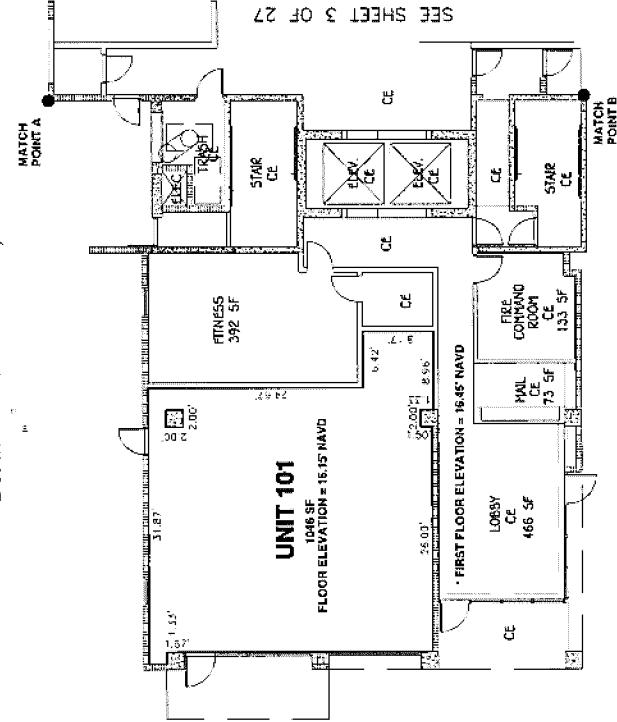


**EXHIBIT "A"**  
Composite Exhibit



bliss

A CONDOMINIUM  
SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF SAINT PETERSBURG  
PINELLAS COUNTY, FLORIDA



BUILDING FLOOR PLANS - GARAGE LEVEL (FIRST FLOOR)

SCALE: 1" = 10'

NINETEENTH FLOOR ELEVATION = 19.42' NAVD
EIGHTEENTH FLOOR ELEVATION = 18.78' NAVD
SEVENTEENTH FLOOR ELEVATION = 17.58' NAVD
SIXTEENTH FLOOR ELEVATION = 16.378' NAVD
FIFTEENTH FLOOR ELEVATION = 15.378' NAVD
FOURTEENTH FLOOR ELEVATION = 14.378' NAVD
THIRTEENTH FLOOR ELEVATION = 13.378' NAVD
ELEVENTH FLOOR ELEVATION = 12.378' NAVD
TENTH FLOOR ELEVATION = 11.378' NAVD
EIGHTH FLOOR ELEVATION = 10.378' NAVD
SEVENTH FLOOR ELEVATION = 9.378' NAVD
SIXTH FLOOR ELEVATION = 8.378' NAVD
FIFTH FLOOR ELEVATION = 7.378' NAVD
FOURTH FLOOR ELEVATION = 5.378' NAVD
THIRD FLOOR ELEVATION = 4.112' NAVD
SECOND FLOOR ELEVATION = 3.112' NAVD
• FIRST FLOOR ELEVATION = 1.645' NAVD
SEAS. LEVEL = 0.0 NAVD

ELEVATION CHART

NOTE: ALL ELEVATIONS INDICATED REFER REFER TO  
NORTH: AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)



SHEET 2 OF 25

WILLIAM C. WARD, PLS

Professional Land Surveyor

BROOKWOOD SURVEYING, INC. 201-341-1212  
6000 N. University Pkwy, Suite 200 • Brookwood, GA 34322  
E-mail: brookwood@bellsouth.net • Fax: 678-966-2214

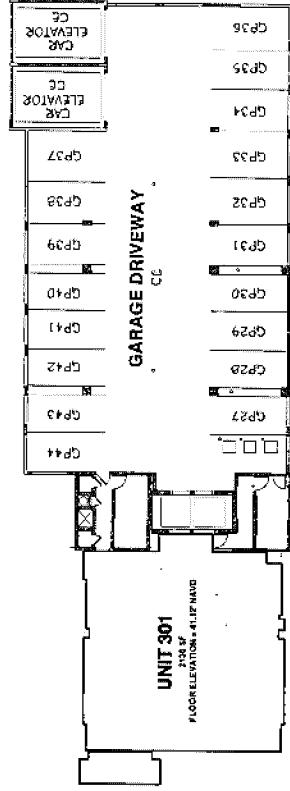






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SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF SAINT PETERSBURG  
PINELLAS COUNTY, FLORIDA



**UNIT BOUNDARIES - LIVING LEVEL AND PARKING LEVEL - THIRD FLOOR**

SEE SHEET 7 FOR UNIT DETAILS AND DIMENSIONS

### UNITS:

SCA 1" ≡ 20'

1058

THREE FLOOR ELEVATION = 41' 12" NAVY  
 SECOND FLOOR ELEVATION = 31' 12" NAVY  
 FIRST FLOOR ELEVATION = 16' 45" NAVY  
 SEA LEVEL = 0.0 NAVY

LEGEND:

- GRAND ENTRY
- BATHROOM
- BEDROOM
- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- CLOSET
- ELEV
- LAUNDRY
- MASICK BATH

ELEVATION CHARTS

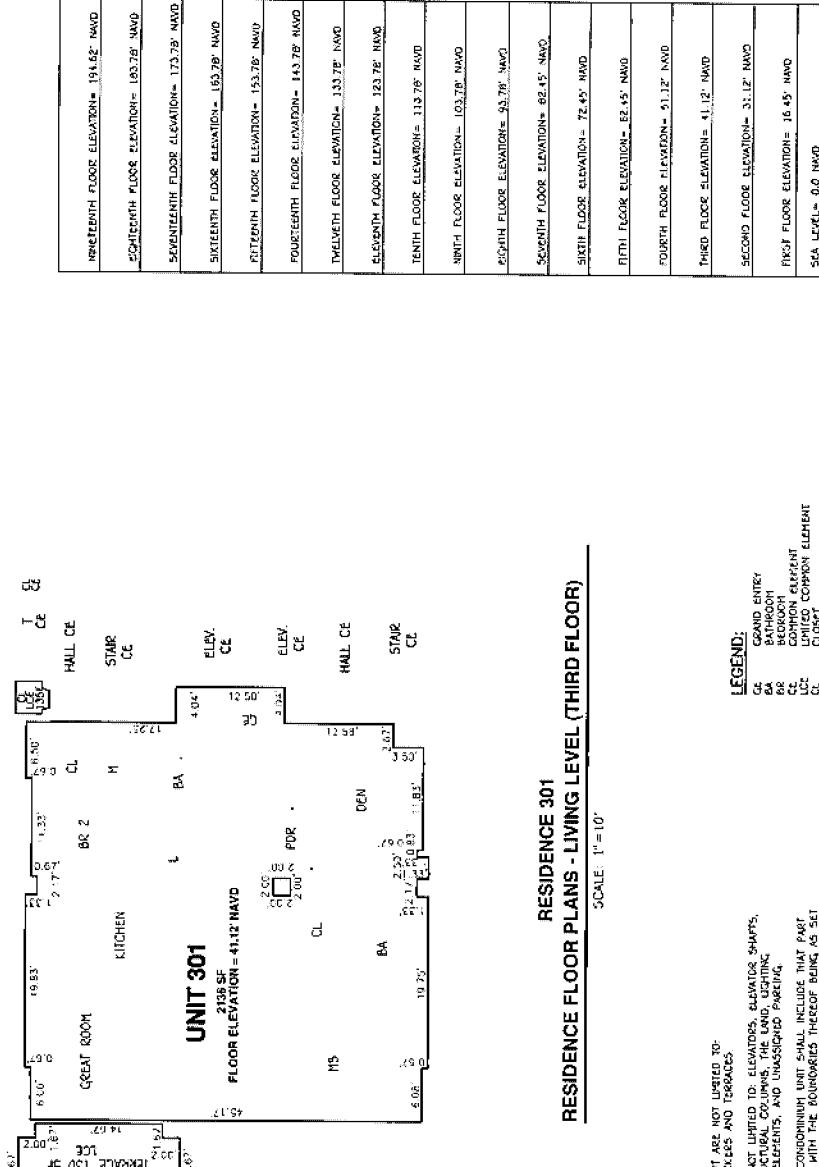
NOTE: ALL ELEVATIONS INDICATED HEREON REFER TO  
NORTH AMERICAN VERTICAL Datum of 1988 (NAVD 88)

SCALE: 1" = 20'

## Professional Land Surveyor

100

SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF SAINT PETERSBURG  
A CONDOMINIUM  
PINELLAS COUNTY, FLORIDA



**RESIDENCE FLOOR PLANS - LIVING LEVEL (THIRD FLOOR)**

5[Ca]E: 1" = 10

LIMITS OF INTEGRITY

1. UNITED COMMON ELEMENTS INCLUDE, BUT ARE NOT LIMITED TO: GUARDED PARKING SPACES, STORAGE LOCES, AND TERRACES.

2. COMMON ELEMENTS INCLUDE, BUT ARE NOT LIMITED TO: ELEVATORS, ELEVATOR SHARPS, STAIRS, STAIR TOWERS, GUARDED WALLS, STRUCTURAL COLUMNS, THE AND, LIGHTING, ETC. ELEMENTS TO ILLUSTRATE THE CAPTION ELEMENTS, AND GUARDED PARKING.

3. A COORDINATE UNIT, SUCH AS A GUARDRAIL, EACH COORDINATE UNIT SHALL INCLUDE THAT PARKING SPACES, GUARDED PARKING, ETC. ELEMENTS THEREOF BEING AS SHOWN ON THE DRAWINGS.

A) THE UPPER BOUNDARIES SHALL BE THE PLANE OF THE LOWER SURFACES TO AN INTERSECTION WITH THE PECULIAR BOUNDARIES.

B) THE LOWER BOUNDARIES SHALL BE THE UNPARKED SURFACE EXPANDED TO THE FLOOR.

C) THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE EXPANDED TO THE PECULIAR BOUNDARIES.

D) THE PECULIAR BOUNDARIES OF THE UNIT SHALL BE THE VERTICES OF THE PLANE OF THE UNPARKED, AND FOR UNPARKED UNITS, THE VERTICES OF THE WALLS BOUNDING THE UNIT EXTENDED TO INTERSECTIONS WITH EACH THICKNESS OF DRAWN WALL UNITS SHALL BE CREATED INDICATING THE BOUNDARIES. THE ENTIRE THICKNESS OF GUARDED WALLS AND WINDOWS WITHIN A UNIT SHALL BE DEFENDED INTERIOR TO THE BOUNDARIES. THICKNESS OF GUARDED WALLS AND WINDOWS WITHIN A UNIT ARE NOT INCLUDED IN THE UNIT SQUARE FOOTAGE CALCULATION.

<b>LEGEND:</b>	
GT	GRAND ENTRY
BA	BATHROOM
BR	BEDROOM
CC	COMMON CLOSET
LCC	LIMITED CLOSET
CL	CLOSET
ELEV	ELEVATOR
LA	LAUNDRY
MB	MASTER BATH
PC	MECHANICAL ROOM
PL	POWDER ROOM
PF	PATIO/FIREPLACE
SE	SLEEPING PORCH

ELEVATION CHAPTER

NOTE: ALL ELEVATIONS INDICATED HEREON REFER TO  
NORTH AMERICAN VERTICAL Datum of 1988 (NAVD 88).

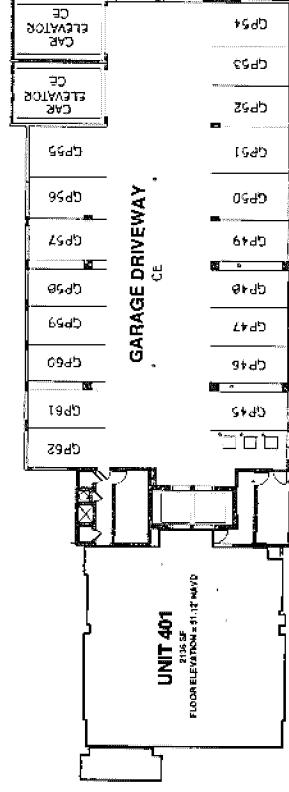
**WILLIAM C. WARD, PLS**  
Professional Land Surveyor

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SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF SAINT PETERSBURG  
A CONDOMINIUM  
PINELANDS COUNTY, FLORIDA



**UNIT BOUNDARIES - LIVING LEVEL AND PARKING LEVEL FOURTH FLOOR**

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IMENTS.

1. LIMITED COMMON ELEMENTS INCLUDE, BUT ARE NOT LIMITED TO, ELEVATORS, ELEVATOR SHAFTS, PARKING SPACES, STOCKABLE WARES AND FREIGHTS.

2. COMMON ELEMENTS INCLUDE, BUT ARE NOT LIMITED TO, ELEVATORS, ELEVATOR SHAFTS, STAIRS, EXTERIOR WALLS, STRUCTURAL COLUMNS, THE LAND, LIGHTING, OBSTACLES, STAKES, EXTERIOR WALLS, STRUCTURAL COLUMNS, THE LAND, LIGHTING, OBSTACLES TO ILLUMINATE THE COMMON ELEMENTS, AND UNSECURED PARKING.

3. EACH COMMON ELEMENT UNIT SHALL INCLUDE THAT PART LOCATED WITHIN THE BOUNDARIES THEREOF AS SHOWN, HEATEN BELOW.

4. THE LOWER BOUNDARY OF ALL UNITS SHALL BE THE UNFINISHED SURFACE OF THE FLOOR.

5. THE UPPER BOUNDARY OF ALL UNITS SHALL BE THE PLANE OF THE LOWER SURFACES OF THE UNITS LOCATED ON THE FLOOR, EXCEPT FOR UNFINISHED SURFACES OF UNITS INSTALLED WITHIN UNITS SHALL BE DEFINED INSIDE THE BOUNDARIES.

6. AT THE PLACES BOUNDARIES SHALL BE THE PLANE OF THE LOWER SURFACES OF THE UNITS LOCATED ON THE FLOOR, EXCEPT FOR UNFINISHED SURFACES OF UNITS INSTALLED WITHIN UNITS SHALL BE DEFINED INSIDE THE BOUNDARIES.

7. THE PERIMETRAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANE OF THE UNINCORPORATED OR UNFINISHED PLANE SURFACES OF THE WALLS BOUNDING THE UNIT EXCEPTED TO INFECTIONS WITH EACH OTHER, THE BOUNDARIES OF THE UNITS INSTALLED WITHIN UNITS SHALL BE THE PLANE OF THE LOWER SURFACES OF THE UNITS LOCATED ON THE FLOOR, EXCEPT FOR UNFINISHED SURFACES OF UNITS INSTALLED WITHIN UNITS SHALL BE DEFINED INSIDE THE BOUNDARIES.

8. THE THICKNESS OF GLASS WALLS AND WINDOWS WITHIN A UNIT ARE NOT INCLUDED IN THE UNIT SURFACE FOOTAGE CALCULATION.



### ELEVATION CHART

NOTE: ALL ELEVATIONS INDICATED HEREON REFER TO  
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

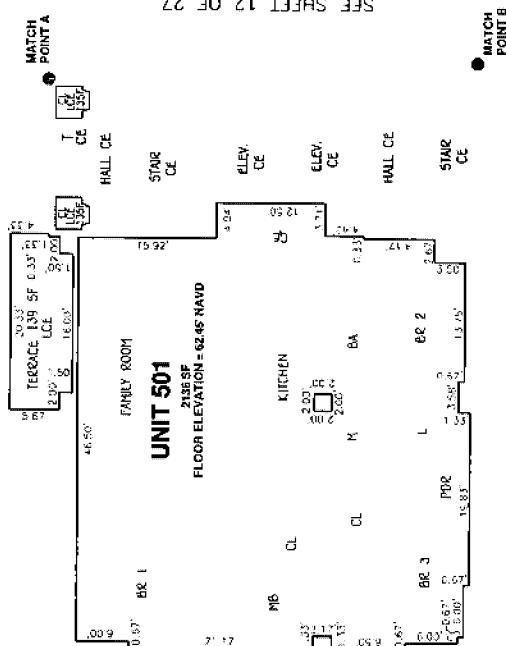
THE PHILIPS SYSTEM 5200, SONY SYSTEM 5200, SONY SYSTEM 5500  
PHILIPS 613-B-115, SONY 613-B-115





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SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF SAINT PETERSBURG  
A CONDOMINIUM  
PINE LAS COUNTY, FLORIDA



**RESIDENCE FLOOR PLANS - LIVING LEVEL (FIFTH FLOOR)**

SCALE [1-4]

LIMITS OF UNITS.

**1. CONCERNED UNITS**

Concerned units include, but are not limited to:  
- Common space parking spaces, storage lockers and terraces;  
- Common elements include, but are not limited to, elevators, elevator shafts, stairs, exterior walls, common columns, the land, lighting, and other features that are shared by all units to illuminate the common elements and unspecific parking.

**2. CONCERNED UNIT BOUNDARIES**

Each condominium unit shall include that part of the building within which it is located with the boundaries thereof being as set forth herein below.

A) The upper boundaries shall be the plane of the lower surfaces of the ceilings of each unit, the entire thickness of drywall installed within units shall be deemed inside the boundaries.

B) The lower boundary of all units shall be the unfinished surface of the floor.

C) The upper and lower boundaries of the unit shall be extended to an intersection with the perimeter boundaries.

D) The peripheral boundaries of the unit shall be the vertical plane of the unbroken and/or unfinished inner surfaces of the walls bounding the unit extended to intersections with each thickness of drywall installed within units shall be deemed inside the boundaries. The entire thickness of class walls and windows within units shall be deemed to be the boundaries, thicknesses of walls and windows within a unit are not included in the unit square footage calculation.

<u>LEGEND:</u>	
CL	GRAND EN
BK	BATHROOM
BS	BEDROOM
CE	COMPTON R
LCD	UNITED CO
CLO	CLOSET
ELEV	ELEVATOR
L	LAUNDRY
MR	MASTER BR
M	Mechanical
POD	PODCAST
SP	Storage

### ELEVATION CHART

NOTE: ALL ELEVATIONS INDICATED HERIN REFER TO  
NORTH AMERICAN VERTICAL DATUM OF 1928 (NAD 1928).

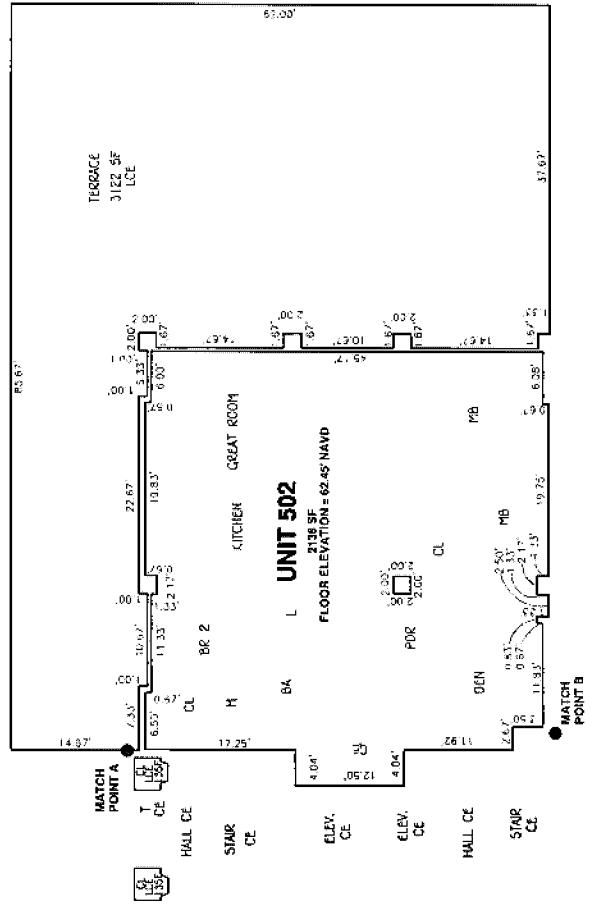
**WILLIAM C. WARD, PLS**  
Professional Land Surveyor  
Surveyor - Mapper - Planner  
SHEET 11 OF

**WILLIAM C. WARD, PLS**  
Professional Land Surveyor  
SHEET 11 OF 20

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SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF SAINT PETERSBURG  
A CONDOMINIUM  
PINELANDS COUNTY, FLORIDA



SEE SHEET 11 OF 27

## LIMITS OF UNITS:

**RESIDENCE FLOOR PLANS - LIVING LEVEL (FIFTH FLOOR)  
RESIDENCE 502**

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**LEGEND:**

DR.	GRAN.
BA.	BATH.
BE.	BEDR.
CONC.	CONF.
URIN.	URIN.
CL.	CLOS.
ELV.	ELEV.
L.	LAUN.
L.	LOUN.
HS.	HASH.
H.	HACH.
POD.	POWDER.
SF.	SUPERF.

SECOND FLOOR ELEVATION = 3512' NAVD  
FIRST FLOOR ELEVATION = 16.45' NAVD  
SEAPLANE PUMP = 0.7 NAVD

### ELEVATION CHART

NOTE: ALL ELEVATIONS INDICATED HEREIN REFER TO  
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

A scale bar marked from 0 to 20 in increments of 5, with a vertical scale on the right labeled "SCALE: 1' = 10'".

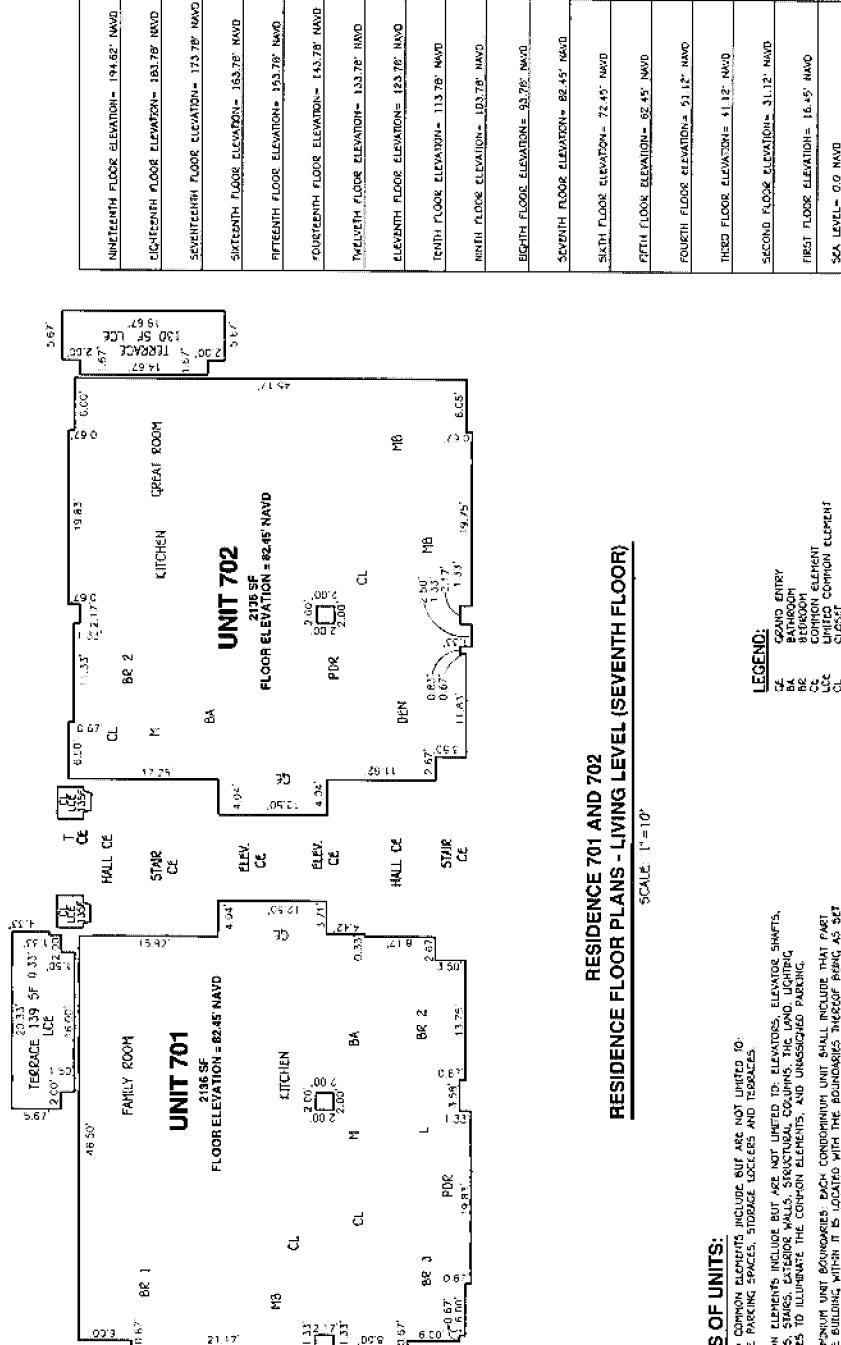
SHEET 12 OF 25

**WILLIAM C. WARD, PLS**  
Professional Land Surveyor



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SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF SAINT PETERSBURG  
A CONDOMINIUM  
PINELLAS COUNTY, FLORIDA



**RESIDENCE 701 AND 702  
RESIDENCE FLOOR PLANS - LIVING LEVEL (SEVENTH FLOOR)**

IMITS OE UNITS:

1.1. **UPPER COMMON ELEMENTS** INCLUDE, BUT ARE NOT LIMITED TO:  
CARGO PARKING SPACES, STORAGE LOCERS AND TRUNKS.

1.2. **COMMON ELEMENTS** INCLUDE, BUT ARE NOT LIMITED TO: ELEVATORS, ELEVATOR SHAFTS, STAIRCASES, CARGO STAIRS, STRUCTURAL COUPLINGS, THE LAD, UNTILITI FLOOR TRUSSES TO ILLUSTRATE THE COMMON ELEMENTS, AND UNSECURED PARKING.

1.3. **COMMON BOUNDARIES** INCLUDE, BUT ARE NOT LIMITED TO:  
COMMON BOUNDARIES, EACH COMMON BOUNDARY SHALL INCLUDE THAT PART OF THE BUILDING WHICH IT IS LOCATED WITHIN, THE BOUNDARIES METRIC PLATE, AS SHOWN FURTHER HEREIN BELOW.

1.4. **UPPER BOUNDARIES** SHALL BE THE PLANE OF THE LOWER SURFACES OF THE COMMON ELEMENTS OF EACH UNIT, THE ENTIRE THICKNESS OF WHICH IS INSTALLED WITHIN THAT UNIT, SHALL BE DEEMED INSIDE THE BOUNDARIES.

1.5. **LOWER BOUNDARIES** OF ALL UNITS SHALL BE THE UNFINISHED SURFACE OF THE FLOOR.

1.6. **UPPER AND LOWER BOUNDARIES** OF THE UNIT SHALL BE EXTENDED TO AN INTERSECTION WITH THE PERIMETRAL BOUNDARIES.

1.7. **PERIMETRAL BOUNDARIES** OF THE UNIT SHALL BE THE SURFACES OF THE PLANE OF THE UNFINISHED AND/OR UNFINISHED SURFACES OF THE WALLS BOUNDING THE UNIT EXTENDED TO INTERSECTIONS WITH EACH THICKNESS OF ORWALL, INSTALLED WITHIN UNITS SHALL BE DEEMED INSIDE THE BOUNDARIES. THE ENTIRE THICKNESS OF GLASS WALLS AND WINDOWS, WITHIN A UNIT SHALL BE DEEMED INSIDE THE BOUNDARIES. THE THICKNESS OF GLASS, WALLS AND WINDOWS, WITHIN A UNIT ARE NOT INCLUDED IN THE UNIT SURFACE CALCULATION.

**LEGEND:**

FE	CFA
BT	BAT
BE	BTO
CO	COR
UML	UML
SLC	SLC
EL	EL
ELP	ELP
L	LAD
MB	MAS
M	MCC
PO	POM

SECOND FLOOR ELEVATION = 31.1'  
FIRST FLOOR ELEVATION = 16.45'  
SEA LEVEL = 0.0 NAVD

NOTE: ALL ELEVATIONS INDICATED HEREIN REFER TO  
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAD 88).

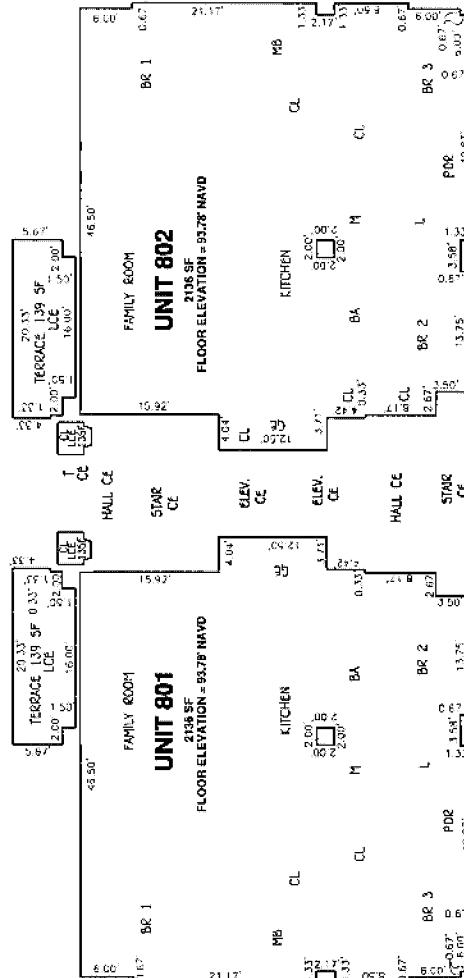
**WILLIAM C. WARD, PLS**  
Professional Land Surveyor  
SURVEYOR - MAPPER - PLANNER  
LOS ANGELES, CALIFORNIA 90010  
TELEPHONE 213-481-1215  
FAX 213-481-1216

**WILLIAM C. WARD, PLS**  
Professional Land Surveyor

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A CONDOMINIUM  
SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF SAINT PETERSBURG  
PINELLAS COUNTY, FLORIDA



RESIDENCE 801 AND 802  
RESIDENCE FLOOR PLANS - LIVING LEVEL (EIGHTH FLOOR)

SCALE: 1" = 10'

LIMITS OF UNITS:

1. LIMITED COMMON ELEMENTS INCLUDE, BUT ARE NOT LIMITED TO:  
CARPAGE PARKING SPACES, STORAGE LOC. ETC AND REFRIG.
2. COMMON ELEMENTS INCLUDE, BUT ARE NOT LIMITED TO: ELEMENTS, ELEVATOR, STAIRS, LOBBIES, SPACES, EXTERIOR AND INTERIOR STRUCTURAL COM. ETC, MELOD. EQUIP. AND ASSOCIATED FEATURES, FEATURES, ILLUMINATING, THE COMMON ELEMENTS, AND ASSOCIATED FEATURES.
3. CONDOMINIUM UNIT BOUNDARIES: EACH CONDOMINIUM UNIT SHALL INCLUDE THAT PART OF THE BUILDING WITHIN IT IS LOCATED WITH THE BOUNDARIES THEREOF BEING AS SET FORTH BELOW:

- A) THE UPPER BOUNDARIES SHALL BE THE PLANE OF THE LOWER SURFACES OF THE CEILINGS OF EACH UNIT, THE ENTIRE THICKNESS OF CEILINGS.
- B) THE LOWER BOUNDARY OF ALL UNITS SHALL BE THE UNFINISHED SURFACE OF THE FLOOR.
- C) THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE EXTENDED TO AN INTERSECTION WITH THE PECHETERICAL BOUNDARIES.
- D) THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANE OF THE UNCONDITIONED AND/OR UNFINISHED LOWER SURFACES OF THE UNITS BOUNDARIES. THE UNIT EXTERIOR, THE EXTERIOR SURFACES OF THE UNITS BOUNDARIES, THE EXTERIOR SURFACES OF GLASS WALLS AND WINDOWS WITHIN A UNIT SHALL BE OWNED INTERIOR TO THE BOUNDARIES. THE THICKNESS OF GLASS WALLS AND WINDOWS WITHIN A UNIT ARE NOT INCLUDED IN THE UNIT SOURCE FOOTAGE CALCULATION.

**LEGEND:**  
CL = CLOTH ENTRY  
BA = BATHROOM  
SC = SLEEPING PORCH  
L = LIVING ROOM  
CE = COMMON ELEMENT  
CL = CLOSET  
ELEV = ELEVATOR  
LAUN = LAUNDRY  
HS = HOT SPRINGS  
PB = PICTURE BOOK  
SF = SQUARE FEET

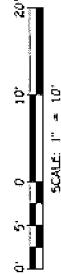
NINETEENTH FLOOR ELEVATION = 194.42' NAVD  
EIGHTEENTH FLOOR ELEVATION = 183.76' NAVD  
SEVENTEENTH FLOOR ELEVATION = 173.78' NAVD  
SIXTEENTH FLOOR ELEVATION = 163.76' NAVD  
FIFTEENTH FLOOR ELEVATION = 153.78' NAVD  
FOURTEENTH FLOOR ELEVATION = 143.78' NAVD  
THIRTEENTH FLOOR ELEVATION = 133.78' NAVD  
TWELVE FLOOR ELEVATION = 123.78' NAVD  
ELEVENTH FLOOR ELEVATION = 113.78' NAVD  
TENTH FLOOR ELEVATION = 103.78' NAVD  
NINTH FLOOR ELEVATION = 93.78' NAVD  
EIGHTH FLOOR ELEVATION = 93.78' NAVD  
SEVENTH FLOOR ELEVATION = 82.45' NAVD  
SIXTH FLOOR ELEVATION = 72.45' NAVD  
FIFTH FLOOR ELEVATION = 62.45' NAVD  
FOURTH FLOOR ELEVATION = 51.12' NAVD  
THIRD FLOOR ELEVATION = 41.12' NAVD  
SECOND FLOOR ELEVATION = 31.12' NAVD  
FIRST FLOOR ELEVATION = 16.5' NAVD  
SEA LEVEL = 0' NAVD

ELEVATION CHART

NOTE: ALL ELEVATIONS INDICATED HEREON REFER TO  
NORTH AMERICAN VERTICAL Datum of 1988 (NAVD 88).

**WILLIAM C. WARD, PLS**  
Professional Land Surveyor

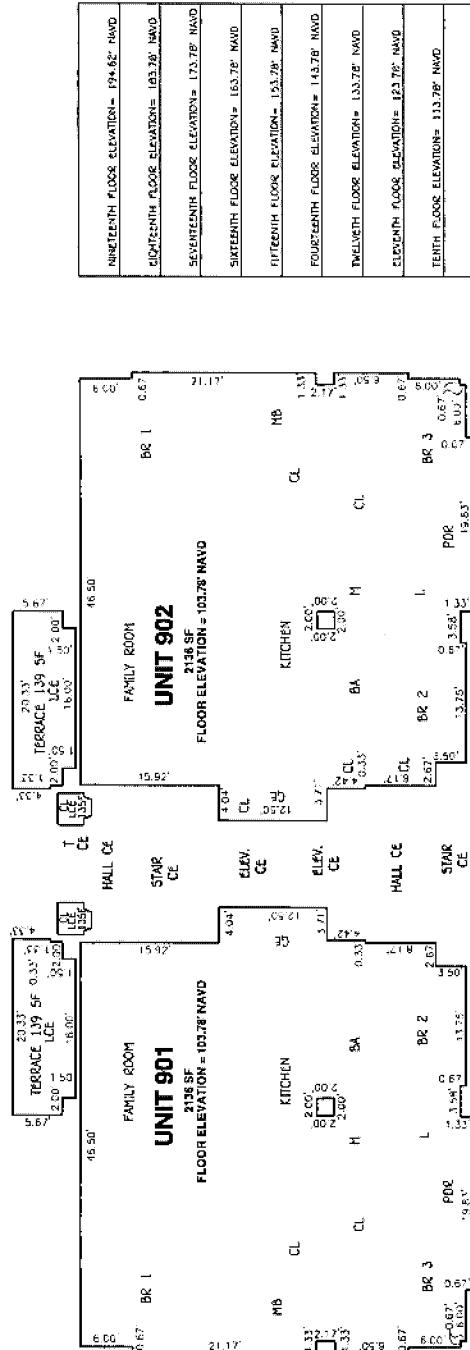
Surveyor - Land Surveyor  
G.C. Associates, Inc. Surveyors  
1000 10th Street, Suite 1000, Fort Lauderdale, FL 33301  
305-348-1300



Sheet 15 of 25

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SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF SAINT PETERSBURG  
A CONDOMINIUM  
PINELAS COUNTY, FLORIDA



**RESIDENCE 901 AND 902  
RESIDENCE FLOOR PLANS - LIVING LEVEL (NINTH FLOOR)**

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## LIMITS OF UNITS:

A) THE UPPER BOUNDARIES SHALL BE THE PLANE OF THE LOWER SURFACES OR THE CEILINGS OF EACH UNIT. THE ENTIRE THICKNESS OF CEILINGS INSTALLED WITHIN UNITS SHALL BE INCLUDED INSIDE THE BOUNDARIES.

B) THE LOWER BOUNDARY OF ALL UNITS SHALL BE THE UNFINISHED SURFACE OF THE FLOOR.

C) THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE EXTENDED TO 14 INCHES OUTWARD FROM THE PERIMETER BOUNDARIES.

D) THE PERIMETER BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANE OF THE UNDECORATED OR UNFINISHED INNER SURFACES OF THE WALLS OR CEILINGS. THE UNDECORATED UNITS SHALL NOT INCLUDE BASE TRIM, DOOR TRIM, THE ENTIRE THICKNESS OF CLASS A WALLS AND WINDOWS. THE BOUNDARIES, THE ENTIRE THICKNESSES OF CLASS A WALLS AND WINDOWS, WITHIN A UNIT SHALL BE INCLUDED IN THE BOUNDARIES. THICKNESSES OF CLASS A WALLS AND WINDOWS WITHIN A UNIT, NOT INCLUDED IN THE UNIT SQUARE FOOTAGE CALCULATION.

**LEGEND:**

CE	BATH	LAV
BK	STUDY	KAST
BC	CORR	REC'D
CC	LIBR	POW'R
LCC	CL	ST
CL	ELC	
ELC	LEV	
L	LAV	
HB	KAST	
H	REC'D	
PR	POW'R	
ST	ST	

SECOND FLOOR ELEVATION = 31.12' NAVD  
FIRST FLOOR ELEVATION = 16.45' NAVD  
SPA LEVEL = 0.0 NAVD

### ELEVATION CHART

NOTE: ALL ELEVATIONS INDICATED HEREON REFER TO  
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

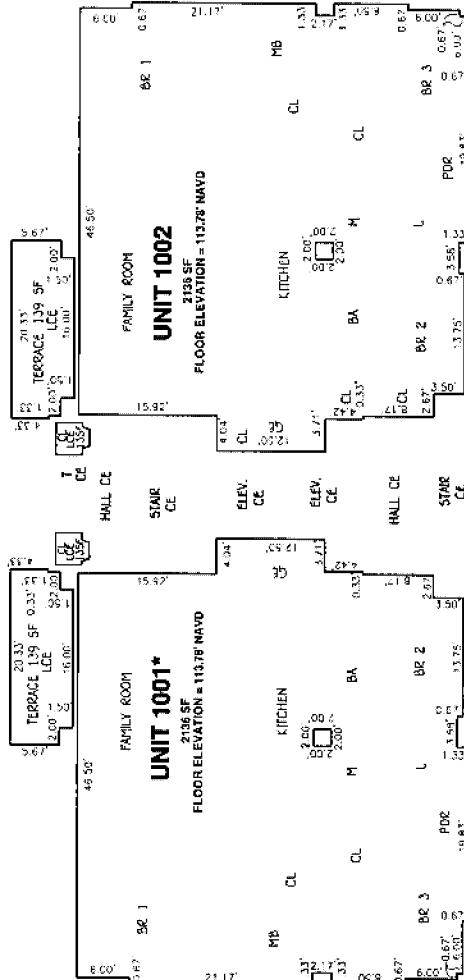
**WILLIAM C. WARD, PLS**  
Professional Land Surveyor  
SHEET 16 OF 25

A scale bar marked from 0' to 20' in increments of 10'. The text "SCALE: 1' = 10'" is written vertically to the right of the bar.

**WILLIAM C. WARD, PLS**  
Professional Land Surveyor  
SHEET 16 OF 25

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SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF SAINT PETERSBURG  
PINELLAS COUNTY, FLORIDA



**RESIDENCE FLOOR PLANS - LIVING LEVEL (TENTH FLOOR)**

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## UNITS OF UNITS:

1) UPGRADED COMMON ELEMENTS INCLUDE, BUT ARE NOT LIMITED TO:  
GARAGE FACING SPACES, STORAGE LOCERS, AND TERRACES.

2) COMMON ELEMENTS INCLUDE, BUT ARE NOT LIMITED TO: LEAVERS, CHAMFER, SHAPES, CUBES, STAIRS, ELEVATORS, WALLS, STRUCTURAL COLUMNS, THE FLOOR, AND LIGHTING FIXTURES TO ILLUMINATE THE COMMON ELEMENTS, AND UNFINISHED PARPG.

3) A COMMON UNIT BOUNDARIES: EACH COMMON UNIT SHALL INCLUDE THAT PART OF THE BUILDING IN WHICH IT IS LOCATED, WITH THE BOUNDARIES THEREOF BEING AS FOLLOWS HEREIN BELOW:

- A) THE UPPER BOUNDARIES SHALL BE THE PLANE OF THE LOWER SURFACES OF THE CEILINGS OF EACH UNIT, THE ENTIRE THICKNESS OF DOWM, INSTALLED WITHIN UNITS SHALL BE TREATED AS THE BOUNDARIES.
- B) THE LOWER BOUNDARY OF ALL UNITS SHALL BE THE UNFINISHED SURFACE OF THE FLOOR.
- C) THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE EXTERIOR TO AN INTERSECTION WITH THE PRECEDING BOUNDARIES.
- D) THE PERIPHERAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANE OF THE UNDERRATED AND/OR UNFINISHED INFER SURFACES OF THE WALLS BOUNDING THE UNIT EXTENDED TO INTERSECTIONS WITH EACH THICKNESS OF DOWM INSTALLED WITHIN UNITS SHALL BE CREATED AS THE BOUNDARIES. THE ENTIRE THICKNESS OF GLASS WALLS AND WINDOWS, WHETHER IN THE UNIT SHALL BE TREATED AS THE BOUNDARIES OF THE UNITS, EXCEPT IN THE CASE OF GLASS WALLS AND WINDOWS WITHIN A UNIT NOT INCLUDED IN THE UNIT'S SURFACE BOUNDARY, CLOSER.

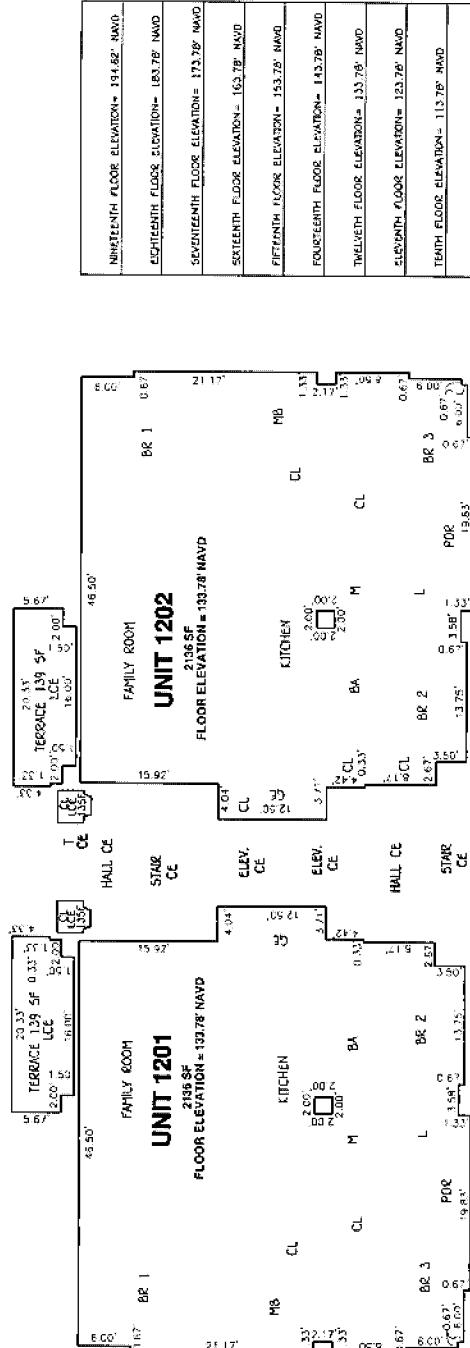


**ELEVATION CHART**  
NOTE: ALL ELEVATIONS INDICATED HEREON  
ARE IN NORTH AMERICAN VERTICAL DATUM OF 1989.



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SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF SAINT PETERSBURG  
PINELANDS COUNTY, FLORIDA



**RESIDENCE 1201 AND 1202  
RESIDENCE FLOOR PLANS - LIVING LEVEL (TWELVETH FLOOR)**

500

### LIMITS OF UNITS:



EL E V A T I O N C H A R T

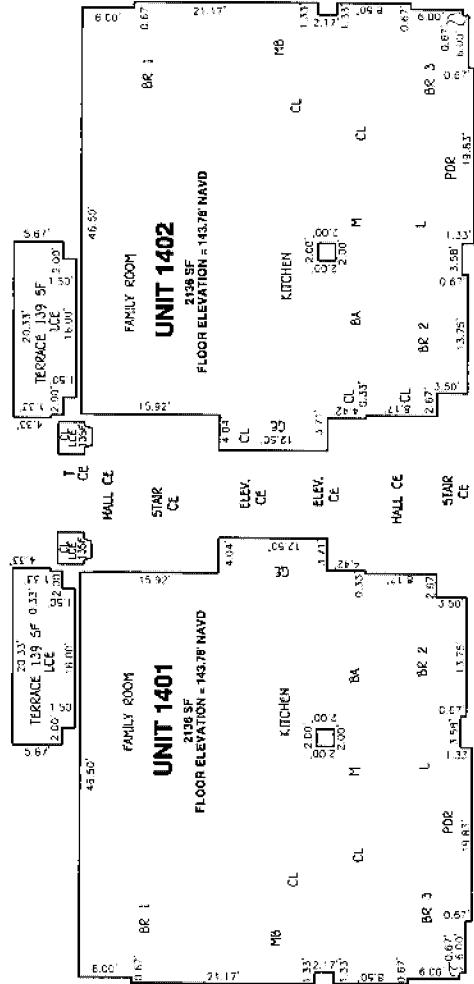
NOTE: ALL ELEVATIONS INDICATED IN FIGURE REFER TO  
NORTH AMERICAN VERTICAL DATUM OF 1928 (NAVD 88).

SHEET 19 OF 25  
WARD, PLS  
nd Surveyor  
PARK PLANNER

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SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF SAINT PETERSBURG  
A CONDOMINIUM  
PINELLAS COUNTY, FLORIDA



**RESIDENCE FLOOR PLANS - LIVING LEVEL (FOURTEENTH FLOOR)**

SCALE: 1" = 10'

### LIMITS OF UNITS:

1. LISTED COMMON ELEMENTS INCLUDE, BUT ARE NOT LIMITED TO: GAGE, PARTING SPACES, STORAGE UNITS, AND TERRACES.

2. COMMON ELEMENTS INCLUDE, BUT ARE NOT LIMITED TO: ELEVATORS, ELEVATOR SHAFTS, STAIRS, CLOSETS, PLATES, STYLING, WALLS, STRUCTURAL COLUMNS, THE LAND, LIGHTING, FURNITURE, PLANTS, AND UNLISTED ELEMENTS.

3. COMPENDIUM UNIT BOUNDARIES: EACH COMPENDIUM UNIT SHALL INCLUDE THAT PORTION OF THE BUILDING LOCATED WITHIN THE BOUNDARIES THEREOF BEING AS FORTH HEREIN BELOW:

- a) THE UPPER BOUNDARIES SHALL BE THE PLANE OF THE LOWER SURFACE OF THE CEILINGS OF EACH UNIT, THE ENTIRE THICKNESS OF DEMOLISHABLE WALLS INSTALLED WITHIN UNITS SHALL BE DELETED INSIDE THE BOUNDARIES.
- b) THE LOWER BOUNDARY OF ALL UNITS SHALL BE THE UNFINISHED SURFACE OF THE FLOOR.
- c) THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE EXTENDED TO AN INTERSECTION WITH THE PERIMETRAL BOUNDARIES.
- d) THE PERIMETRAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANE OF THE UNDECORATED AND NOT UNFINISHED UNITS, EXCEPT THAT THE WALLS BOUNDING THE UNIT EXTENDED TO INTERSECTIONS WITH EACH THICKNESS OF CERAMIC INSTALLED UNITS WHICH SHALL BE DELETED INSIDE THE BOUNDARIES. THE ENTIRE THICKNESS OF GLASS WALLS AND WINDOWS WITHIN A UNIT SHALL BE ADDED INSIDE TO THE BOUNDARIES.
- e) THE THICKNESS OF GLASS WALLS AND WINDOWS WITHIN A UNIT ARE NOT INCLUDED IN THE UNIT SURFACE FOOTAGE CALCULATION.

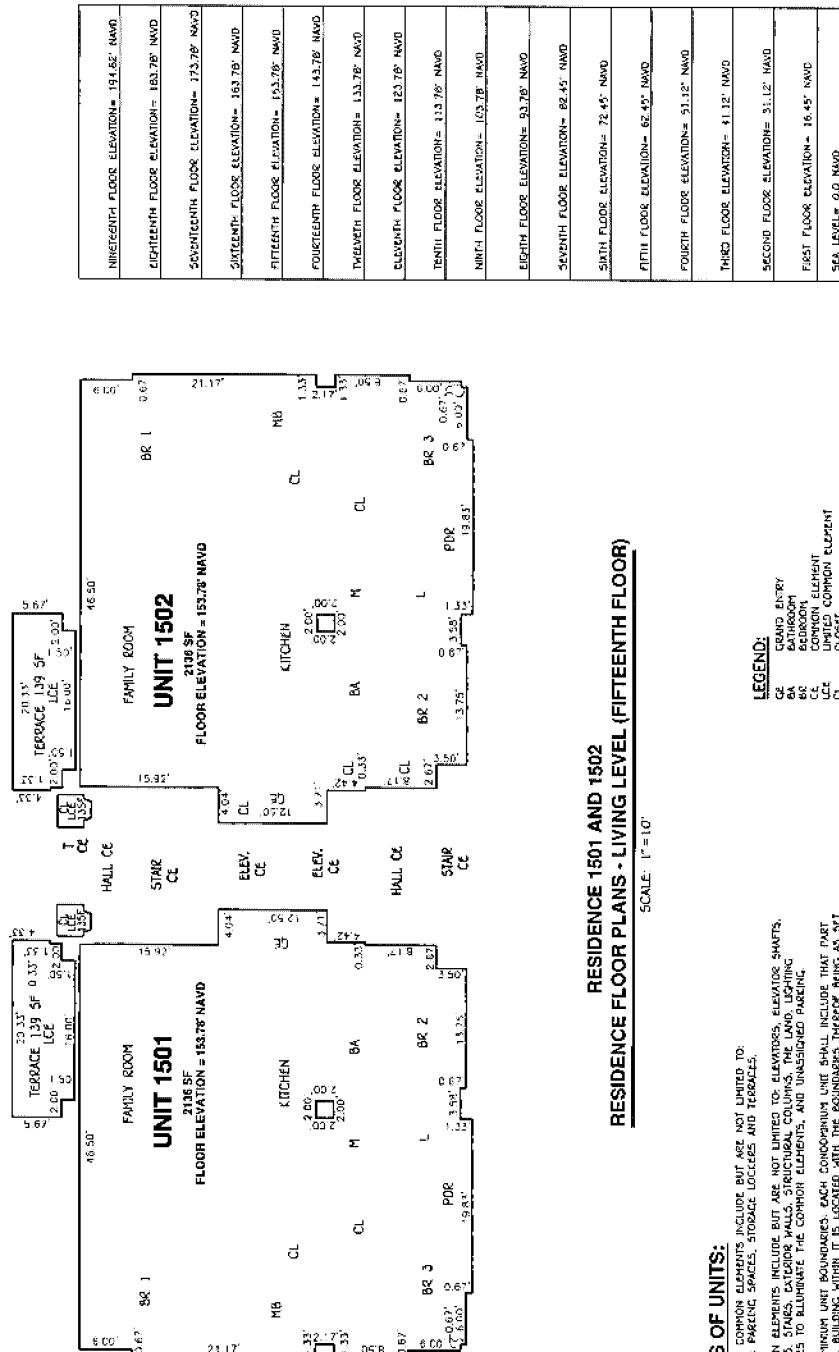


## ELEVATION CHART

NOTE: ALL ELEVATIONS INDICATED HEREON REFER TO  
NORTH AMERICAN VERTICAL Datum of 1988 (NAD 88).

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SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF SAINT PETERSBURG  
PINELLAS COUNTY, FLORIDA



### LIMITS OF UNITS:

## ELEVATION CHART

NOTE: ALL ELEVATIONS INDICATED HEREON REFER TO  
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

**WILLIAM C. WARD, PLS**  
Professional Land Surveyor

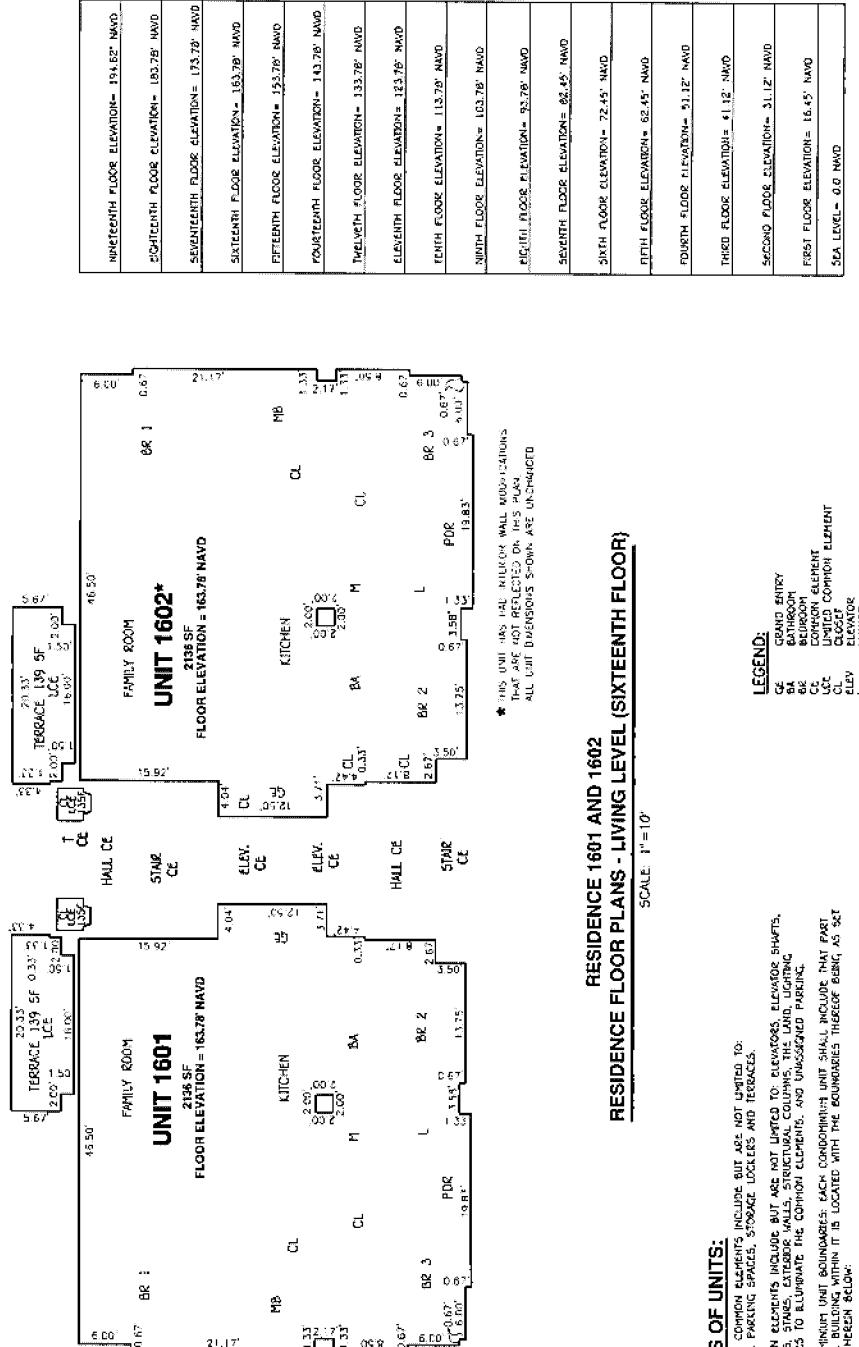
CONTRACTOR - MAPPER - PLANE  
WILLIAM BROWN, Date 2000, Same is Entitled, NO. 2000, 2000

SHEET 21 OF 25

WILLIAM C. WARD, P  
Professional Land Surveyor

bliss

A CONDOMINIUM  
SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF SAINT PETERSBURG  
PINELLAS COUNTY, FLORIDA



**ELEVATION CHART**

NOTE: ALL ELEVATIONS INDICATED HEREON REFER TO  
NORTH AMERICAN VERTICAL Datum of 1988 (NAVD 88)



SHFT 2: CF 25

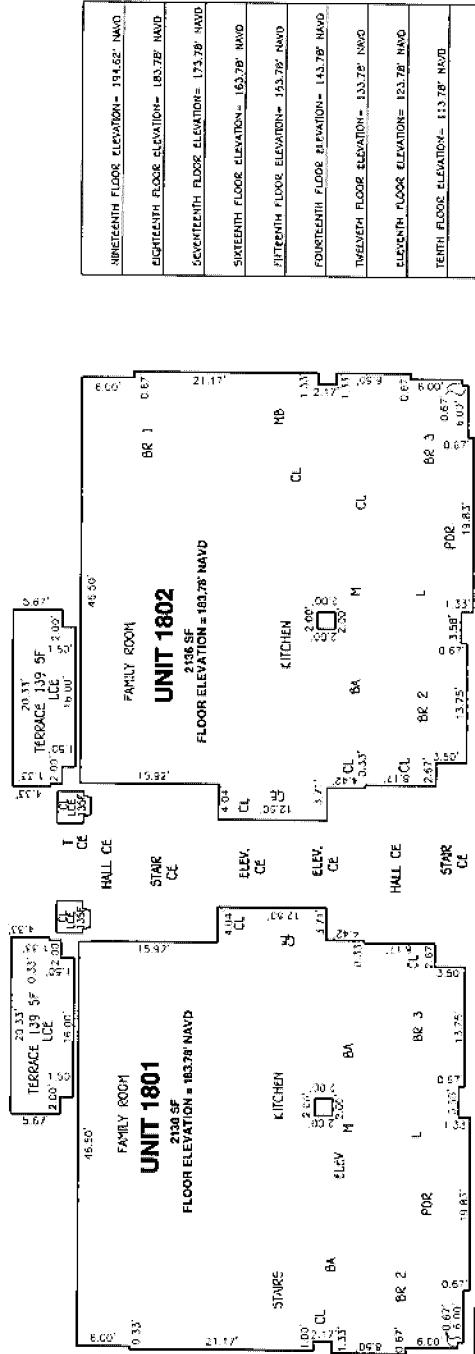
**WILLIAM C. WARD, PLS**

Professional Land Surveyor  
SARASOTA, FL 34238 • 941-366-8448  
P.O. Box 1110 • 813-968-5275  
e-mail: willward@juno.com



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SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF SAINT PETERSBURG  
PINELLAS COUNTY, FLORIDA



**PENTHOUSE RESIDENCE 1801 AND 1802  
RESIDENCE FLOOR PLANS - LIVING LEVEL (EIGHTEENTH FLOOR)**

### LIMITS OF UNITS:

1. UNEVEN COMMON ELEMENTS INCLUDE, BUT ARE NOT LIMITED TO: CARAGE, PARKING SPACES, STORAGE LOCKERS AND TESUBOES.

2. COMMON ELEMENTS INCLUDE, BUT ARE NOT LIMITED TO: ELEVATORS, ELEVATOR SHAFTS, LABORATORIES, STAIRS, EXTERIOR WALLS, STRUCTURAL COLUMNS, THE LAND, LIGHTING FIXTURES TO ILLUMINATE THE COMMON ELEMENTS, AND UNDESIGNED PARKING SPACES.

3. COMMONDUM UNIT BOUNDARIES: EACH COMMONDUM UNIT SHALL INCLUDE THAT PART OF THE BUILDING WITHIN IT IS LOCATED WITH THE COMMONDUM UNIT BEING AS SET FORTH HEREIN BELOW:

A) THE UPPER BOUNDARIES SHALL BE THE PLANE OF THE LOWER SURFACES OF THE COLUMNS OF EACH UNIT, THE ENTIRE THICKNESS OF THE WALL INSTALLED WITHIN UNITS SHALL BE DEEMED INSIDE THE BOUNDARIES.

B) THE LOWER BOUNDARY OF ALL UNITS SHALL BE THE UNFINISHED SURFACE OF THE FLOOR.

C) THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE EXTENDED TO AN INTERSECTION WITH THE PERSPECTIVAL BOUNDARIES.

D) THE PERSPECTIVAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANE OF THE GLASS DECORATED OR UNDECORATED PERSPECTIVAL SURFACES OF THE UNITS, THE ENTIRE THICKNESS OF THE GLASS SHALL BE DEEMED AS THE THICKNESS OF THE WALL INSTALLED WITHIN UNITS SHALL BE DEEMED AS THE THICKNESS OF THE GLASS WALLS AND WINDOWS WITHIN THE BOUNDARIES, THE ENTIRE THICKNESSES OF GLASS WALLS AND WINDOWS WITHIN A UNIT SHALL BE DEEMED AS THE PERSPECTIVAL INTERCSE TO THE BOUNDARIES, THICKNESSES OF GLASS WALLS AND WINDOWS WITHIN A UNIT ARE NOT INCLUDED IN THE UNIT SQUARE OUTAGE CALCULATION.

**LEGEND:**

CE	COA
BA	BATT
BR	BED
GE	COM
CE	LINE
CL	CLO
ELEV	ELEV
L	LAW
HS	HAS
HS	HLG
HS	HDW
PIPE	PIPE
SP	SP

SECOND FLOOR ELEVATION= 31.12' NAVD  
FIRST FLOOR ELEVATION= 16.45' NAVD  
SEA LEVEL= 0.0 NAVD

ELEVATION CHART

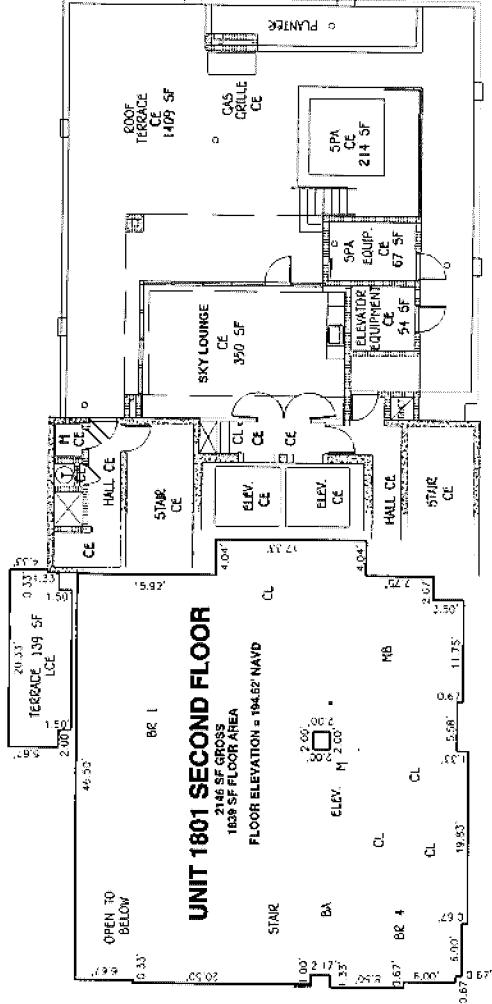
NOTE: ALL ELEVATIONS INDICATED HEREIN REFER TO  
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

A scale bar with major tick marks at 0', 5', 10', and 20'.

**WILLIAM C. WARD, PLS**  
Professional Land Surveyor  
SHEET 24 OF 25

102

SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF SAINT PETERSBURG  
PINELLAS COUNTY, FLORIDA



**RESIDENCE FLOOR PLANS - LIVING AND SKY LOUNGE LEVEL (NINETEENTH FLOOR)**

SCALE: 1" = 1

## LIMITS OF UNITS:

15018

LEGENDA:

SECOND FLOOR ELEVATION= 31.12' NAVO  
FIRST FLOOR ELEVATION= 16.45' NAVO  
SEA LEVEL= 0.0 NAVO

ELEVATION CHARTS

**ELEVATION CHART**

NOTE: ALL ELEVATIONS INDICATED HEREON REFER TO  
NORTH AMERICAN VERTICAL Datum of 1988 (NAVD 88).

A business card for William C. Ward, PLS. The card features a black and white photograph of a wavy landscape in the background. The text is in a serif font. At the top, it says "SHEET 25 OF 25". Below that is the name "WILLIAM C. WARD, PLS". Underneath the name is the title "Professional Land Surveyor". At the bottom, it lists "SOUTHERN LAKES - ALABAMA" and "410 PINEWOOD DRIVE, HUNTSVILLE, ALABAMA 35801".

SHEET 3E OR 3F

**WILLIAM C. WARD, PLS**  
Professional Land Surveyor

**EXHIBIT "B"**  
Articles of Incorporation of Association

7/21/2016

Division of Corporations

Florida Department of State  
 Division of Corporations  
 Business Entity Cover Sheet

**H1600001753723**

**Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.**

((H160001753723)))



H160001753723ABC%

**Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.**

**To:**

Division of Corporations  
 Fax Number : (850)617-6381

**From:**

Account Name : JOHNSON, POPE, BOKOR, RUPPEL & BURNS, LLP.  
 Account Number : 076666002140  
 Phone : (727)461-1818  
 Fax Number : (727)441-8617

RECEIVED  
 16 JUL 21 PM 12:39  
 FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS

\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\*

Email Address: taubventures18@aol.com

**FLORIDA PROFIT/NON PROFIT CORPORATION**

**Bliss Condominium Association, Inc.**

Certificate of Status	0
Certified Copy	0
Page Count	06
Estimated Charge	\$70.00

16 JUL 21 AM 12:12  
 FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS

((H16000175372 3)))

**ARTICLES OF INCORPORATION**

of

**BLISS CONDOMINIUM ASSOCIATION, INC.**

I, the undersigned, by and under the provisions of statutes of the State of Florida, providing for the formation, liability, rights, privileges and immunities of a corporation not for profit, do hereby declare as follows:

**ARTICLE I. NAME OF CORPORATION**

The name of this corporation shall be Bliss Condominium Association, Inc. (hereinafter referred to as the "Association").

**ARTICLE II. PRINCIPAL OFFICE**

The principal office of the corporation shall initially be at 176 4<sup>th</sup> Avenue NE, St. Petersburg, Florida 33701. The corporation may change its principal office from time to time as permitted by law.

**ARTICLE III. PURPOSES OF CORPORATION**

The purpose of the Association shall be to operate and manage the affairs and property of the condominium known as Bliss, A Condominium, located at 176 4<sup>th</sup> Avenue NE, St. Petersburg, Florida 33701 (the "Condominium"), and to perform each and every act provided in the Declaration of Condominium of the said Condominium (the "Declaration") and the Condominium Act, Chapter 718, Florida Statutes (the "Condominium Act").

**ARTICLE IV. POWERS**

The Association shall have all of the statutory powers of a corporation not for profit and all of the powers and duties set forth in the Condominium Act and the Declaration. As more particularly set forth in the Declaration, the Association may acquire leasehold, membership and other possessory or use interests (whether or not such interests relate to property contiguous to the lands of the condominium) intended to provide for the enjoyment, recreation, or other use or benefit of the Association members, and the Association may acquire, convey, lease and mortgage Association property.

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## **ARTICLE V. MEMBERS**

All persons owning a vested present interest in the fee title to a condominium unit in the Condominium, which interest is evidenced by a duly recorded proper instrument in the Public Records of Pinellas County, Florida, shall be members of the Association. Membership shall terminate automatically and immediately at the time a member's vested interest in the fee title of such unit terminates, except that upon the termination of the Condominium, the membership of a unit owner who conveys his unit to the trustee as provided in the Declaration shall continue until the trustee makes a final distribution of such unit's share of the funds collected and held by the trustee.

After the Association approves of a conveyance of a Condominium unit as provided in the Declaration, the change of membership in the Association shall be evidenced in the Association records by delivery to the Association of a copy of the recorded deed or other instrument of conveyance.

Prior to the recording of the Declaration, the subscriber hereto shall constitute the sole member of the Association.

## **ARTICLE VI. VOTING RIGHTS**

The voting rights of each unit shall be determined on an equal fractional basis. That is, each unit shall be entitled to one (1) vote. When more than one person owns a unit in the Condominium, the vote for that unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one unit, and the vote shall not be divided among the owners of any one unit. If one owner owns more than one unit, such owner shall have the one vote for each unit owned. If units are joined together and occupied by one owner, such owner shall have a separate vote for each unit owned.

## **ARTICLE VII. INCOME DISTRIBUTION**

No part of the income of the Association shall be distributable to its members, except as compensation for services rendered.

## **ARTICLE VIII. EXISTENCE**

The Association shall exist perpetually unless dissolved according to law.

## **ARTICLE IX. REGISTERED OFFICE AND REGISTERED AGENT**

The registered office of the Association shall be at 921 Anchorage Road, Tampa, Florida 33602 and the registered agent at such address shall be Brian N. Taub, until such time as another registered agent is appointed by resolution of the board of directors.

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## ARTICLE X. NUMBER OF DIRECTORS

The business of the corporation shall be conducted by a board of directors, as shall be elected or appointed as set forth in the Bylaws.

## ARTICLE XI. BOARD OF DIRECTORS AND OFFICERS

The names and mailing addresses of the initial board of directors are as follows:

<u>Name</u>	<u>Address</u>
Brian N. Taub	921 Anchorage Road Tampa, Florida 33602
Debbie Taub	921 Anchorage Road Tampa, Florida 33602
Ronald Simon	921 Anchorage Road Tampa, Florida 33602

The names and mailing addresses of the initial officers are as follows:

Brian N. Taub, President, Treasurer	921 Anchorage Road Tampa, FL 33602
Debbie Taub, Vice President, Secretary	921 Anchorage Road Tampa, FL 33602

## ARTICLE XII. RECALL AND REMOVAL OF DIRECTORS

Subject to the provisions of Article XIV hereof, and the provisions of the Condominium Act, Chapter 718, Florida Statutes, and the rules and regulations promulgated pursuant thereto, directors may be recalled from office with or without cause, by the affirmative vote of a majority of the voting interests of the Association.

## ARTICLE XIII. INDEMNIFICATION OF OFFICERS AND DIRECTORS

All officers and directors shall be indemnified by the Association to the extent required by Florida law. The Association may purchase and maintain insurance on behalf of all officers and directors against any liability asserted against them or incurred by them in their capacity as officers and directors or arising out of their status as such.

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#### ARTICLE XIV. RIGHTS OF DEVELOPER

As more particularly set forth in Section 718.301, Florida Statutes, TAUB ENTITIES – ST. PETE, LLC, a Florida limited liability company, which is the developer of the Condominium, and which is referred to herein as the "Developer", shall have the right to appoint all of the directors of the Association (which directors need not be unit owners), subject to the following:

1. When fifteen percent (15%) or more of the units in the condominium are conveyed to owners other than the Developer, such unit owners shall be entitled to elect not less than one-third (1/3) of the directors.

2. Unit owners other than the Developer shall be entitled to elect not less than a majority of the directors upon the occurrence of the earliest of the following:

(a) Three (3) years after fifty percent (50%) of the units that will be operated ultimately by the Association have been conveyed to owners other than the Developer; or

(b) Three (3) months after ninety percent (90%) of the units that will be operated ultimately by the Association have been conveyed to owners other than the Developer; or

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

(d) When some of the units have been conveyed to owners other than the Developer and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business;

(e) When the Developer files a petition seeking protection in bankruptcy;

(f) When a receiver for the Developer is appointed by a circuit court and is not discharged within thirty (30) days after such appointment, unless the court determines within thirty (30) days after appointment of the receiver that transfer of control would be detrimental to the Association or its members; or

(g) Seven (7) years after the date of the recording, in the Official Records of Pinellas County, Florida, of the certificate of a surveyor and mapper pursuant to Section 718.104(4)(e), Florida Statutes, or the recording of an instrument that transfers title to a unit in the Condominium which is not accompanied by a recorded assignment of Developer rights in favor of the grantee of such unit, whichever occurs first.

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3. The Developer is entitled to elect at least one director as long as the developer holds for sale in the ordinary course of business at least five percent (5%) of the units in the Condominium operated by the Association. After the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the Association or selecting the majority of the directors.

4. Any director appointed by the Developer may be removed and replaced by the Developer at any time, subject only to the foregoing rights of the unit owners.

## ARTICLE XV. BYLAWS

The first Bylaws of the Association shall be adopted by the board of directors and may be altered, amended or rescinded in the manner provided in such Bylaws.

#### ARTICLE XVI. SUBSCRIBERS

The name and street address of the subscriber to these Articles of Incorporation is as follows:

Brian N. Taub 921 Anchorage Road  
Tampa, Florida 33602

## ARTICLE XVII. AMENDMENT

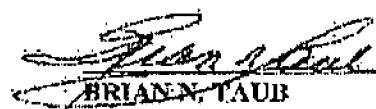
These Articles of Incorporation may be amended as provided by Chapter 617, Florida Statutes; provided, however, that any such amendment shall be approved by at least fifty-one percent (51%) of the voting interests of the Association and by a majority of the board of directors.

*(Signatures to follow)*

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((H16000175372 3)))

ON WITNESS WHEREOF, I, the undersigned subscriber hereby adopt these Articles of Incorporation, and hereunto set my hand and seal this 20th day of July, 2016.

  
BRIAN N. TAUB

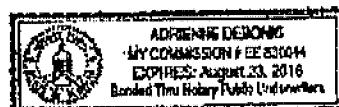
STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 20th day of July, 2016, by BRIAN N. TAUB. He is personally known to me or has produced a driver's license or as identification.

(SEAL)

  
Notary Public State of Florida at Large  
Print Name: Adrienne DeBonis

My Commission Expires:



#### ACCEPTANCE BY REGISTERED AGENT

The undersigned hereby accepts designation as registered agent of the foregoing corporation. The undersigned is familiar with, and accepts, the obligations of that position.

Dated this 20th day of July, 2016.

  
BRIAN N. TAUB

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**EXHIBIT "C"**  
Bylaws of Association

**BYLAWS OF BLISS CONDOMINIUM ASSOCIAITON, INC.**

**A CORPORATION NOT FOR PROFIT**

**ARTICLE I: GENERAL**

The provisions of this document constitute the Bylaws of **BLISS CONDOMINIUM ASSOCIATION, INC.**, which Bylaws shall be utilized to govern the management and operation of the association.

**ARTICLE II: DEFINITIONS**

The terms used in these Bylaws shall be defined in accordance with the provisions of Chapter 718, Florida Statutes, as amended from time to time and as follows, unless the context otherwise requires:

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

"Assessment" - means a share of the funds required for the payment of Common Expenses, which from time to time is assessed against each Unit Owner.

"Association" - means **BLISS CONDOMINIUM ASSOCIATION, INC.**, a Florida Non-Profit Corporation.

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

"Common Elements" - means the portions of the Condominium Property not included in the Units.

"Common Expenses" - means the expenses properly incurred by the Association for the Condominium.

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

"Condominium" - means **Bliss, A Condominium**.

"Condominium Act" - means Chapter 718, Florida Statutes, as amended from time to time.

"Condominium Parcel" - means a Unit, together with the undivided share in the Common Elements which are appurtenant to the Unit.

"Condominium Property" - means and includes the lands, leaseholds and personal property

that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium, the real property being more particularly described in the Declaration.

"Declaration" - means the Declaration of Condominium, the instrument or instruments by which the Condominium is created, and such instrument or instruments as they are amended from time to time.

"Limited Common Elements" - means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.

"Mortgagee" - means a bank, savings and loan association, insurance company, mortgage company or other like entity holding a mortgage on the Condominium Property or any portion thereof.

"Operation" or "Operation of the Condominium" - means and includes the administration and management of the Condominium Property.

"Rules and Regulations" - means the Rules and Regulations of the Association which may be adopted in writing from time to time pursuant to these Bylaws.

"Special Assessment" - means any Assessment levied against Unit Owners by the Association other than the Assessment required by a budget adopted annually by the Association.

"Unit" - means a part of the Condominium Property which is to be subject to exclusive ownership.

"Unit Owner" or "Owner"- means the owner of a Condominium Parcel.

"Voting Representative"- means the individual entitled to cast the vote for each Unit as further defined in these Bylaws.

### **ARTICLE III: OFFICES AND AGENCY**

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

2. **Principal Office.** The initial principal office of the Association shall be 176 4<sup>th</sup> Avenue NE, St. Petersburg, Florida 33701, which principal office may be changed from time to time by the Board as provided in these Bylaws.

### **ARTICLE IV: MEMBERS**

1. **Qualifications of Members.** Those individuals, corporations, partnerships, trusts or other legal entities who own a recorded vested present fee simple interest in a Unit shall become members.

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

3. **Member's Rights.** Every member shall have all the rights set forth in the Declaration and these Bylaws.

4. **Obligations of Members.** Every member shall be subject to the obligations and duties set forth in the Declaration and these Bylaws, as the same are now or may hereafter be constituted, including, but not limited to, the following obligations:

(a) To conform to and abide by the Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations, and any other rules promulgated by the Association from time to time, and to see that all persons claiming rights in the Condominium, by, through or under him do likewise.

(b) To promptly pay assessments and/or fines levied by the Association.

(c) Not to use or permit the use of his Unit for any purpose other than as required by the Declaration.

(d) To maintain his Unit, and such portions of the Common Elements as may be required by the Declaration, in a clean and sanitary manner and state of repair, and to maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Unit. All maintenance, repair, and replacements for such purposes shall be done in accordance with all applicable building codes.

(e) Not to permit or suffer anything to be done or kept in or around his Unit which would increase the insurance rates of his Unit or the Common Elements, or which would obstruct or interfere with the rights of other members or annoy them with unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, or any immoral or illegal act in his Unit or on the Common Elements.

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

(g) To make no alteration, decoration, repair, replacement or change of the Common Elements or to any outside or exterior portion of any building in the Condominium, including windows, doors, and screened porches, balconies or patios, except as permitted by the

Declaration.

(h) To allow the Association the right to have reasonable access to his Unit during reasonable hours when necessary for the maintenance, repair or replacement of any Common Element or any portion of a Unit to be maintained by the Association pursuant to the Declaration or necessary to prevent damage to the Common Elements or to a Unit or Units.

(I) To make no major repairs to any plumbing or electrical, wiring within a Unit except by plumbers or electricians authorized to do such work by proper governmental authorities.

(j) To pay such real estate ad valorem taxes which become due on his Condominium Parcel and such other taxes as may be assessed against the Condominium Parcel.

In the event a member fails to maintain or use his Unit or such portions of the Common Elements as required, the Association or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance. In the event of any violation of the provisions of this section, the Association or any other Unit Owner may bring appropriate action to enjoin such violator or to enforce the provisions of the documents enumerated in subsection (a) above, or sue for damages, or file a written complaint to initiate hearing procedures under these Bylaws, or seek such other legal remedy, including arbitration, as deemed appropriate, or take any combination of such courses of action at the same time as more fully set forth in these Bylaws.

5. **Assessments.** Membership shall be assessable pursuant to the Declaration.

6. **Transferability of Membership.** Membership in this Association may be transferred only as an incident to the transfer fee simple title to the transferor's Condominium Unit. Transfers of membership shall be made only on the books of the Association, and notice of each transfer shall be given in writing as set forth above.

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

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

## **ARTICLE V: VOTING**

1. **Voting Rights of Members.** Unless otherwise provided, the record Owner or all record Owners collectively, if there are more than one, of each Unit shall be entitled to one vote on each matter brought before the membership of the Association, which vote shall be cast by the Voting Representative, designated as set forth below. No vote may be divided, and no fractional vote shall be cast. Any vote may be cast in person or by proxy as set forth herein.

2. **Designation of Voting Representative.**

(a) If title to a Unit is vested in one individual, including title held as trustee, that individual shall automatically be designated as Voting Representative on admission to membership.

(b) If title to a Unit is vested in a husband and wife as tenants by the entirety, both persons shall be automatically jointly designated as Voting Representative on admission to membership, and either spouse may cast the Unit's one vote without further designation. If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they will lose their right to vote on that subject at the meeting.

(c) If title to a Unit is vested in a corporation, its Board of Directors shall designate a director, officer or employee as Voting Representative in a written statement executed by an officer of the Association and filed with the Secretary of the Association.

(d) If title to a Unit is vested in a partnership or any other legal entity, said entity shall designate one partner as Voting Representative in a written statement executed by those persons owning not less than a majority interest in said entity and filed with the Secretary of the Association.

(e) If title to a Unit is vested in more than one Owner (except as described in Subsection (b) above), said Owners shall designate one Owner as Voting Representative in a written statement executed by those Owners owning not less than a majority interest in such Unit and filed with the Secretary of the Association.

(f) An administrator, executor, personal representative, guardian or conservator of the Owner of a Unit may not designate or be designated as Voting Representative unless title to the Unit is transferred to said administrator, executor, personal representative, guardian or conservator.

(g) Where title to a Unit is vested in the Developer, Developer may be represented by any director, officer or employee of Developer, which director, officer or employee shall be deemed the Voting Representative of Developer. No statement need be filed by Developer designating any such Voting Representative.

(h) Such designation shall be valid until revoked or until changed by a subsequent designation, or until a change in the ownership in the Unit supporting said designation. The Association shall have a right to rely on the veracity of statements submitted to it designating a Voting Representative.

3. **Failure to Designate.** Except with regard to Units owned by Developer, if no Voting Representative is duly designated for a Unit at least five (5) days prior to a membership meeting, such failure shall result in depriving the Owners of the Unit of a vote at such meeting unless the Board, in its discretion, fixes a later date for determination of Voting Representatives entitled to vote at the meeting. Notwithstanding anything contained herein to the contrary, a designation can be made

or changed any time prior to the appointed time of a meeting called pursuant to Section 2 of Article XIII below to consider and adopt an annual budget.

4. **Records of Membership.**

(a) The Association shall keep a membership book containing the name and address of each member. A termination of membership shall be recorded in the membership book.

(b) At least fourteen (14) days before every membership meeting, a complete list, arranged numerically by Unit, of every member and of every Voting Representative entitled to vote at such meeting or any adjournment thereof, with the address to which notice has been or is to be sent, shall be prepared by the Secretary of the Association. This membership list shall be kept on file and at current Status at the principal office of the Association; and any member or Voting Representative shall be entitled to inspect the list at any reasonable time.

(c) Notwithstanding anything to the contrary contained in Subsection (b) above, if less than fourteen (14) days notice of the meeting is given, the membership list shall be prepared and kept on file from the date of such notice.

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

6. **Proxies.**

(a) Except an otherwise provided in the Condominium Act, at any meeting of the members, every Voting Representative having the right to vote shall be entitled to vote in person or by proxy. Such proxy must be in writing and filed with the Secretary at any time before the appointed time of the meeting and shall be effective only for the specific meeting for which it was originally given and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Voting Representative executing it. The appearance at any meeting of any Voting Representative who has previously designated a proxy shall automatically revoke and terminate said proxy.

(b) Each proxy shall specifically set forth the name of person voting by proxy, the name of the person authorized to vote the proxy for him and the date the proxy was given; provided that any otherwise properly executed proxy which does not appoint a specific person as the proxy holder shall automatically be deemed to designate the President of the Association. Each proxy shall contain the data, time and place of the meeting for which the proxy is given, and if the proxy is limited, it shall set forth those items upon which the holder of the proxy may vote and the manner in which the vote is to be cast.

(c) If a proxy expressly provides, any proxy holder may appoint, in writing, a

substitute to act in his place. If such provision is not made, substitution is not authorized.

7. **Quorum and Voting.**

(a) A majority of the Voting Representatives who are entitled under these Bylaws to vote and who are represented in person, or by proxy shall constitute a quorum at any meeting of the membership. If, however, such quorum shall not be present, a majority of the Voting Representatives present in person or represented by proxy shall reschedule said meeting for a date not later than thirty (30) days thereafter and adjourn. Notice of the adjourned meeting shall be given as set forth in Article VI below. At said rescheduled meeting any business may be transacted which might have been transacted at the meeting originally called; however, thirty-four percent (34%) of the Voting Representatives entitled to vote, represented in person or by proxy, shall constitute a quorum.

(b) If a quorum is present, the affirmative vote of the majority of the Voting Representatives who cast their respective votes at the meeting shall be the act of the members unless otherwise provided by law, the Declaration, the Articles of Incorporation or these Bylaws. Election of directors shall be by a plurality of votes cast.

(c) After a quorum has been established at a membership meeting, any subsequent withdrawal of Voting Representatives which reduces the number of Voting Representatives entitled to vote at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof. The affirmative vote of the majority of Voting Representatives who cast their respective votes shall be the act of the membership unless otherwise provided by law, the Declaration, the Articles of Incorporation or these Bylaws.

**ARTICLE VI: MEMBERS' MEETING**

1. **First Meeting.** Within seventy-five (75) days after Unit Owners other than Developer own fifteen percent (15%) or more of the Units of the Condominium that will be operated ultimately by the Association, the Association shall call, and give not less than sixty (60) days notice of, a meeting (the "First Meeting") of the members. At said meeting Unit Owners other than Developer shall be entitled to elect not less than one-third of the members of the Board. Notwithstanding anything stated above and in accordance with Section 718.112(2)(d)1., Florida Statutes, there shall be an annual meeting of the Unit Owners.

2. **Annual Meetings.** There shall be an annual meeting of the Unit Owners. The annual meeting of the members for the election of directors to serve on the Board and for the transaction of such other business as may properly come before the meeting shall be held each year in the month of October on such day and at such time as the Board shall direct; provided, however, that said date may be changed by resolution of the Board so long as the annual meeting for any year shall be held not later than thirteen (13) months after the last preceding annual meeting of the members.

3. **Special Meetings.** Special meetings of the members for any purpose may be called at any time by the President, by the Board, or by the written request of not less than ten percent (10%) of the Voting Representative entitled to vote. Such request shall state the purpose or purposes of the proposed meeting and the date said meeting shall be held. Not less than fourteen (14) nor more than forty (40) days notice shall be given to each member except in an emergency. No business other than that specified as the purpose in said notice shall be discussed or transacted at such special meeting.

4. **Turnover Meeting.** Within seventy-five (75) days after Unit Owners other than Developer are entitled to elect a majority of the directors, the Association shall call, and give not less than sixty (60) days, notice of a meeting (the "Turnover Meeting") of the members for this purpose. The Turnover Meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

5. **Time and Place of Meeting.** All meetings of the membership shall be at the principal office of the Association or at such other place as the Board may from time to time designate, on the date and hour set forth in the notice of said meeting.

6. **Notice.**

(a) The members of the Board shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless otherwise provided in Chapter 718, Florida Statutes. Not less than sixty (60) days before a scheduled election, the Association may mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Unit Owner entitled to vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board must give written notice to the Association not less than forty (40) days before a scheduled election. Together with the written notice and agenda as set forth in Section 718.112(2)(d)(3), Florida Statutes, the Association shall mail or deliver a second notice of the election to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates, with the costs of mailing or delivery and copying to be borne by the Association. The Association shall mail or deliver the second notice no less than fourteen (14) days and no more than thirty four (34) days prior to the election. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 ½ inches by 11 inches, which must be furnished by the candidate not less than thirty five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. The Association shall not be liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of members of the Board. The regular general election must occur on the date of the annual meeting. Notwithstanding this sub-subparagraph, an election is not required unless more candidates file notices of intent to run or are nominated than board vacancies exist. In addition, all provisions of Section 718.112(2)(d), Florida Statutes shall apply to and become

a part of these Bylaws.

(b) An officer of the Association shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand-delivered to each Unit Owner at the address last furnished to the Association in accordance with this Section.

(b) In addition, notice of each meeting shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) continuous days prior to such meeting; or, in the case of a special meeting, at, and continuously from, the time notice is given, if this date is less than fourteen (14) days before said meeting.

(c) Notice of meetings of the Board, Unit Owner meetings, except Unit Owner meetings called to recall Board members pursuant to Section 7 of Article VII herein, and committee meetings may be given by electronic transmission to Unit Owners who provide written consent to receive notice by electronic transmission.

(d) The Association shall comply with all applicable rules and regulations set forth in Florida Administrative Code, as they may be amended from time to time.

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

8. **Adjourned Meetings.** A majority of the Voting Representatives present, whether or not a quorum exists, may adjourn any meeting of the membership to another time and place. Notice of such adjourned meeting shall be given to the members and Voting Representatives by posting such notice in a conspicuous place on the Condominium Property. No further notice shall be required.

9. **Action by Members Without a Meeting.**

(a) It is expressly provided that any action required by law, these Bylaws, the Declaration or the Articles of Incorporation to be taken at any annual or special meeting of the membership, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote, if a written agreement, setting forth the action so taken, shall be signed by not less than the minimum number of Voting

Representatives that would be necessary to authorize or take such action at a meeting at which all persons entitled to vote thereon were present and voted.

(b) Within ten (10) days after the obtaining of such authorization by written consent, notice shall be given to those Voting Representatives who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

10. **Procedure.** The Association may adopt reasonable rules of procedure, including, but not limited to, rules governing the frequency, duration and manner of Unit Owner participation, which shall not be inconsistent with the Declaration, the Articles of Incorporation, these Bylaws or applicable law.

## **ARTICLE VII: DIRECTORS**

1. **Function.** All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Association shall be managed under the direction of, the Board; provided, however, certain matters specified in the Declaration and these Bylaws shall be considered as authorized only after approval by the membership. The Board shall make appropriate delegations of authority to the officers; and, to the extent permitted by law and these Bylaws, by appropriate resolution, the Board may authorize one or more committees to act on its behalf when it is not in session.

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

(a) Any director elected prior to the Turnover Meeting need not be a member of the Association.

(b) Every director elected at the Turnover Meeting or at any time thereafter must be a member of the Association or a Voting Representative, except that no director entitled to be appointed by the Developer need be a member of the Association nor a Voting Representative.

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

3. **Duties of Directors.**

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

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

4. **Number.** The number of directors of the Association until the Turnover Meeting shall be three (3). These number of directors may be increased from time to time by amendment to these Bylaws, but no decrease shall have the effect of shortening the term of any incumbent director.

5. **Election and Term.**

(a) Each person named in the Articles of Incorporation as a member of the initial Board shall hold office until the First Meeting of the membership and until his successor shall have been elected and qualified or until his earlier resignation, disqualification, removal from office or death.

(b) When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in the Condominium that will be operated ultimately by the Association, the Unit Owners other than Developer shall be entitled to elect not less than one-third (1/3) of the directors, who shall hold office until the regular annual meeting of the membership. The Developer shall be entitled to appoint all remaining directors until the Turnover Meeting. Notwithstanding anything stated above and in accordance with Section 718.112(2)(d)1, Florida Statutes, there shall be an annual meeting of the unit owners.

(c) At each annual meeting, directors elected by the Unit Owners shall ordinarily be elected to serve a term of two (2) years. It is the intention of the Association, upon approval of a majority of the Association members, that the terms of the directors shall be staggered so that at each annual meeting only one-half (1/2) of the number of directors, or as close to such number as possible, shall be elected; therefore, directors may be elected for a term of one (1) year wherever the circumstances dictate such abbreviated term in order to maintain the intended balance.

(d) At the Turnover Meeting, the directors entitled to be elected by the Unit Owners shall be elected for a term determined pursuant to Subsection (c) above, so that following such meeting, and with approval of a majority of the Association members, one-half (1/2) of the directors elected by Unit Owners other than Developer, or as close to such number as possible, shall have terms expiring at the annual meeting which occurs in the first full calendar year after the First Meeting, and the other directors shall have terms of one (1) year longer.

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

(f) Notwithstanding anything in this section to the contrary, no one individual may serve as a director for more than seven (7) successive years.

6. **Compensation.** At the Turnover Meeting and thereafter, the membership shall have the authority to fix the compensation, if any, of the directors; provided, however, no director elected by the Developer shall receive any fees or compensation for his services as director.

7. **Recall and Removal of Directors.** Subject to the provisions of Section 718.301, Florida Statutes, any member of the Board may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all the voting interests. A special meeting of the Unit Owners to recall a member or members of the Board may be called by ten percent (10%) of the voting interests giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting. Electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part for this purpose.

(a) If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective as provided herein. The Board shall duly notice and hold a Board meeting within five (5) full business days of the adjournment of the Unit Owner meeting to recall one or more Board members. At the meeting, the Board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession, or shall proceed as set forth in subparagraph (c) below.

(b) If the proposed recall is by and agreement in writing by a majority of all voting interests, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 48, Florida Statutes, and the Florida Rules of Civil Procedure. The Board shall duly notice and hold a meeting of the Board within five (5) full business days after receipt of the agreement in writing. At the meeting, the Board shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession, or shall proceed as set forth in subparagraph (c) below.

(c) If the Board determines not to certify the written agreement to recall a member or members of the Board, or does not certify the recall by a vote at a meeting, the Board shall, within five (5) full business days after the meeting, file with the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation, a petition for arbitration pursuant to the procedures in Section 718.1255, Florida Statutes. For the purposes of this section, the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall will be effective upon mailing of the final order of arbitration to the Association. If the Association fails to comply with the order of the arbitrator, the Division may take action pursuant to Section 718.501, Florida Statutes. Any member or members so recalled shall deliver to the Board any and all records of the Association in their possession within five (5) full business days after the effective date of the recall.

(d) If the Board fails to duly notice and hold a Board meeting within five (5) full business days of service of an agreement in writing or within five (5) full business days of the adjournment of the Unit Owner recall meeting, the recall shall be deemed effective and the Board members so recalled shall immediately turn over to the Board any and all records and property of the Association.

(e) If the Board fails to duly notice and hold the required meeting or fails to file the required petition, the Unit Owner representative may file a petition pursuant to Section 718.1255, Florida Statutes, challenging the Board's failure to act. The petition must be filed within sixty (60) days after the expiration of the applicable five (5) full business day period. The review of a petition under this subparagraph is limited to the sufficiency of service on the Board and the facial validity of the written agreement or ballots filed.

(f) If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board members are removed, the vacancy may be filled by an affirmative vote of a majority of the remaining directors, notwithstanding any provision to the contrary contained in this section or the Bylaws. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled in accordance with procedural rules to be adopted by the Division, which rules need not be consistent with this section. The rules must provide procedures governing the conduct of the recall election as well as the operation of the Association during the period after a recall but prior to the recall election.

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

9. **Vacancies.** Any vacancy occurring in the membership of the Board, including any vacancy created by reason of an increase in the number of directors, may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board; provided, however, any vacancy occurring by reason of the resignation, disqualification, removal or death of a director appointed by Developer may be filled by the Developer, and any vacancy resulting from the removal of a director by the membership may be filled by the membership. A director so elected shall hold office for the term for which he is elected or for the remainder of the unexpired term of the director he is replacing.

### **ARTICLE VIII: DIRECTORS' MEETINGS**

1. **Annual Meetings.** The annual meeting of the Board shall be held immediately after the adjournment of the annual meeting of the members, provided a quorum shall then be present. Notice of said meeting shall be given as provided by law.

2. **Regular Meetings.** The Board may, by resolution duly adopted, establish regular meetings, which shall thereafter be held so long as notice of said meeting is given as provided by law.

3. **Special Meetings.** Special meetings of the Board for any purpose may be called at any time by the President or any two (2) directors.

4. **Annual Budget Meetings.** The Annual Meeting shall constitute the Annual Budget Meeting and shall be held for the purpose of adopting an annual budget for the Association for the coming accounting year. Written notice stating the place, day and hour of the meeting shall be delivered personally or by registered or certified mail to each director and to each Unit Owner at his address as it appears on the books of the Association at least fourteen (14) days prior to such meeting, along with a copy of the proposed budget.

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

6. **Open Meetings.** Meetings of the Board shall be open to all members and Voting Representatives.

7. **Notice of Meetings.**

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

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

(c) Notice of any meeting in which Assessments against Unit Owners are to be considered for any reason, including any meeting where amendments to rules regarding unit use are to be considered, shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments. Notice of this meeting shall be mailed or delivered to each unit owner and posted on the condominium property not less than fourteen (14) days prior to the meeting.

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

9. **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 he or she votes against such action or abstains from voting. A director of the Association who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action.

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

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

12. **Voting.**

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

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

(c) A member of the Board of Administration or a committee may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

13. **Meeting By Communications Equipment.** Any action which is required, or which may be taken, at a meeting of the Board at which a proper notice or a waiver thereof has been given pursuant hereto may be taken by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. When a telephone conference is used and each director, member or Voting Representative participating in or attending the meeting is not connected to the conference by a separate telephone, a telephone speaker shall be attached so that each such person present may hear the discussion.

14. **Recordation of Actions.** All actions of the Board shall be recorded in minutes, which may be in summary form. Upon request, such minutes shall be made available for inspection by members, their authorized representatives, and directors at any reasonable time.

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

## **ARTICLE IX: COMMITTEES**

1. **Function.** Except when specifically delegated authority to act, committees shall serve in an advisory capacity to the Board and the membership and shall make specific recommendations to the Board and the members regarding those aspects of the business and affairs of the Association for which they have been delegated responsibility.

2. **Types of Committees.** The Board, by resolution adopted by a majority of the full Board, may appoint such standing committees or ad hoc committees as it deems necessary from time to time, including, but not limited to, an Architectural Control Committee.

3. **Committee Powers.** Any Committee shall have and may exercise all the authority granted to it by the Board, except that no committee shall have the authority to:

- (a) Fill vacancies on the Board or any committee thereof;
- (b) Adopt, amend or repeal the Bylaws;
- (c) Amend or repeal any resolution of the Board;
- (d) Act on matters committed to another committee by these Bylaws or a resolution of the Board.

4. **Appointment.** The Board shall appoint committee members from among the directors, members and Voting Representatives of the Association; provided, however, that prior to Turnover Committees may also include employees, agents, and representatives of the Developer. The Board shall designate a chairman and a secretary for each committee, which positions may be filled by one or more members.

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

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

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

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

## **ARTICLE X: COMMITTEE MEETINGS**

1. **Regular Meetings.** Regular meetings of each standing committee shall be held at such times as are determined by the chairman of the committee. There shall be no regular meetings of any ad hoc committee unless established by the chairman of said committee.

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

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

4. **Notice of Meetings.**

(a) Not less than three (3) nor more than thirty (30) days before any regular or special meeting of any committee, written or oral notice stating the place, day and hour of the meeting must be given to each committee member by or at the direction of the chairman of the committee, or any other person calling the meeting. Notice must be given either personally or by telegram, cablegram or first-class mail; and if mailed, the notice shall be deemed to be given when deposited in the United States mail addressed to the committee member at his address, as it appears in the records of the Association, with postage thereupon prepaid.

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

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

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

7. **Quorum.** A majority of the members of any committee shall constitute a quorum for the transaction of business at any Committee meeting.

8. **Voting.**

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

(b) A majority vote by the committee members present at a committee meeting at which a quorum is present shall be the act of the committee, unless a greater number is required by resolution of the Board.

## **ARTICLE XI: OFFICERS**

1. **Designation.** The officers of this Association shall be the President, one or more Vice Presidents (the exact number being determined by the Board), a Secretary and a Treasurer. Notwithstanding anything contained herein to the contrary, a person may hold more than one (1) office simultaneously; provided, however, no person shall simultaneously hold the offices of President and Secretary. The Association shall also have such other officers, assistant officers and agents as may be deemed necessary or appropriate by the Board from time to time.

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

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

(b) **Vice President.** In the absence of the President or in the event of his death, inability or refusal to act, the Vice President (or in the event there be more than one Vice President,

the Vice Presidents in the order designated at the time of their election or in the absence of any designation, then in the order of their election) shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such duties as from time to time may be assigned to him by the President or by the Board.

(c) **Secretary**. The Secretary shall have custody of and maintain all of the corporate records except those maintained by the Treasurer, shall have custody of the corporate seal, shall record the minutes of all meetings of the membership and of the Board, shall have the primary responsibility but not the exclusive right to give notices required by the Bylaws, and shall perform any and all other duties incident to the office of Secretary and such other duties as from time to time may be prescribed by the Board or the President.

(d) **Treasurer**.

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

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

(3) He shall give status reports on the payment, of Assessments by any Unit Owner to potential Unit purchasers, who may rely on such reports.

(4) Any of the duties of the Treasurer may be performed by a manager pursuant to the terms of any management agreement with the Association.

3. **Election and Term**.

(a) Each person named as an officer in the Articles of Incorporation shall hold office until the first annual meeting of the Board and until his successor shall have been elected and qualified, or until his earlier resignation, disqualification, removal from office or death.

(b) At each annual meeting of the Board, the directors then in office shall elect the officers of the Association for the ensuing year. The Board may elect the same person to fill any two or more offices, except that one person may not be both President and Secretary. The failure to elect a President, Vice President, Secretary or Treasurer shall not affect the existence of the Association. No officer except the President need be a member of the Board, but after the Turnover Meeting each officer shall be a member or a Voting Representative of the Association.

(c) Each officer shall hold office until the next annual meeting of the Board and until his successor shall have been elected and qualified, or until his earlier resignation, disqualification, removal from office or death. The reelection of officers shall not be limited.

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

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

6. **Vacancies.** The vacancy in any office, regardless of the reason for the vacancy, may be filled by the Board. Any officer so elected shall hold office for the unexpired term of the officer he is replacing.

7. **Compensation.** At any time after the Turnover Meeting, the Board shall have the authority to fix and pay compensation in a reasonable amount to any of its officers for services rendered by reason of said office.

## **ARTICLE XII: INDEMNIFICATION OF OFFICERS AND DIRECTORS**

1. **Indemnification for Actions, Suits or Proceedings.** The Association shall indemnify its officers and directors to the extent permitted or required by Florida law.

2. **Other Indemnification.** The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, or vote of the members or disinterested directors or otherwise, both as to actions in his official capacity and as to actions in another capacity while holding such position.

3. **Liability Insurance.** The Association may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, or who is or was serving at the request of the Association as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association shall have indemnified him against such liability under the provisions of this Article. If this insurance is purchased, it will be in addition to the statutory requirements contained in all applicable Florida Statutes.

## **ARTICLE XIII: RULES AND REGULATIONS**

1. **Adoption.** The Board may adopt Rules and Regulations for the Association which shall be a list of certain reasonable restrictions on, and requirements for, the use, maintenance, and

appearance of the Condominium Property or portions thereof and any land or facilities subject to Association powers pursuant to the Declaration. Such Rules and Regulations shall be in addition to all other requirements of the Declaration, the Articles of Incorporation, and Bylaws of the Association.

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

3. **Application.** Every Unit Owner, occupant, guest and invitee shall be subject to the Rules and Regulations. Copies of such Rules and Regulations, as they may be amended from time to time, shall be made available by the Association to all Unit Owners and guests of any Unit on request; however, the failure to make such a copy available shall not affect the enforceability of any rule or regulation in any instance.

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

#### **ARTICLE XIV: REMEDIES FOR VIOLATION**

1. **Legal Remedies.** In the event of violation of any provisions of the Condominium Act, Declaration, Articles of Incorporation, Bylaws, or Rules and Regulations, the Association, on its own behalf, may, but is not required to, bring appropriate action to enjoin such violation or to enforce the provisions of such document or sue for damages, or take all such courses of action at the same time, or bring appropriate action for such other legal or equitable remedy as it may deem appropriate. Failure by the Association to enforce any such provision shall in no event be deemed a waiver of the right to enforce later violations. Initiation and conclusion of the hearing procedures described hereinbelow shall not be a condition precedent to an action under this section.

2. **Hearing Procedures.** In the event of violation of any of the provisions of the Condominium Act, Declaration, Articles of Incorporation, Bylaws, or Rules and Regulations, the Association shall have the right to initiate in-house hearing procedures. These hearing procedures shall constitute a separate remedy for the Association, and they are not a condition precedent to the remedies described in Section 1 above. In any such hearing procedure the alleged non-complying Owner shall be given a reasonable opportunity to be heard. The hearing shall be before a committee of other Unit Owners. Said Owner shall be notified by certified mail, return receipt requested, or by hand delivery, of any hearing before the hearing committee at least fourteen (14) days in advance of such hearing. The notice to the Owner shall include:

- (a) A statement of the date, time and place of the hearing.
- (b) A statement of the provisions of the document which have allegedly been violated; and

(c) A short and plain statement of the matters asserted by the Association.

The party against whom a remedy may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the hearing Committee. At the conclusion of testimony, the hearing committee shall deliberate the evidence. By a vote of the members of the hearing Committee, the hearing committee shall determine whether a violation has occurred. If the hearing committee concludes that a violation has taken place, it shall have the right to elect any one or a combination of the following remedies:

- (i) Reprimand the appropriate party;
- (ii) Levy a fine not in excess of One Hundred and no/100 Dollars (\$100.00) per violation;
- (iii) Levy a fine on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall exceed, in the aggregate, One Thousand and No/100 Dollars (\$1,000.00);
- (iv) Authorize the initiation of action under Section 1 above and if the hearing committee does not agree with a fine as set forth above, a fine may not be levied.

3. **Cumulative.** The remedies contained in this Article are in addition to and not in lieu of other remedies provided by law or otherwise.

4. **Costs.** A Unit Owner prevailing in an action between the Association and the unit owner, in addition to recovering his or her reasonable attorneys' fees, may recover additional amounts as determined by the court to be necessary to reimburse the Unit Owner for his or her share of assessments levied by the Association to fund its expenses of the litigation. This relief does not exclude other remedies provided by law.

## **ARTICLE XV: BOOKS, RECORDS AND FINANCES**

1. **Accounting Year.** The accounting year of the Association shall begin the first day of January in each year. The Board is expressly authorized to change this accounting year by resolution at any time for the convenience of the Association.

2. **Records.** From the inception of the Association, the Association shall maintain a copy of such records of the Association as are required by Chapter 718, Florida Statutes, as amended from time to time.

3. **Funds.**

(a) All funds of the Association shall be deposited from time to time in the name of the Association in one or more such banks, trust companies or other depositories as the Board may from time to time designate, upon such terms and conditions as shall be fixed by the Board. The Board may from time to time authorize the opening and keeping, with any such depository as it may designate, of general and special bank accounts and may make such special rules and regulations with respect thereto, not inconsistent with the provisions of these Bylaws, as it may deem necessary. Provided however, for investment purposes only, reserve funds may be commingled with operating funds of the Association. Cmingled operating and reserve funds shall be accounted for separately and a commingled account shall not, at any time, be less than the amount identified as reserve funds. A manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes, or an agent, employee, officer, or director of an Association, shall not commingle any Association funds with his or her funds or with the funds of any other condominium Association or the funds of a community association.

(b) The authorized signers on all depository accounts shall be the President, Vice President, Secretary, Treasurer, or such other officers or persons as the Board may from time to time designate. Except in the event of emergency, checks shall be issued only for bills within the provisions of the budget adopted by the Board or pursuant to special appropriations made by the Board.

(c) Drafts or other orders for the payment of money, other than depository accounts, and all notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer or an Assistant Treasurer, if any, and countersigned by the President.

#### **ARTICLE XVI: NONPROFIT OPERATIONS**

This Association shall not authorize nor issue shares of stock. No dividend will be paid, and no part of the income of this Association will be distributed to its members, directors or officers. However, the Association may pay compensation in a reasonable amount to members, officers or directors for services rendered, subject to the limitations otherwise set forth herein.

#### **ARTICLE XVII: CORPORATE SEAL**

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

#### **ARTICLE XVIII: AMENDMENT TO BYLAWS**

These Bylaws may be amended or repealed, unless specifically prohibited herein, at any meeting of the Association by a majority vote of the Association members, provided that notice of said meeting is given in accordance with these Bylaws and that said notice contains a full statement of the proposed amendment. No amendment to the Bylaws shall be valid unless it is recorded and on

the first page of such amendment is shown the book and page in the Pinellas County, Florida Public Records where the Declaration is recorded. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended, new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following languages "Substantial rewording of Bylaw. See Bylaw \_\_\_\_\_ for present text." Nonmaterial errors or omissions in the Bylaw process shall not invalidate an otherwise properly promulgated amendment. No amendment to these Bylaws shall be adopted which would affect or impair the validity or priority of any Mortgage covering any Condominium Parcel.

## **ARTICLE XIX: MISCELLANEOUS**

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

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

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

4. **Arbitration.** The provisions of Section 718.1255, Florida Statutes, relating to alternative dispute resolution, voluntary mediation and mandatory nonbinding arbitration are hereby adopted by the Association and shall become a part of the Bylaws.

5. **Certificate of Compliance.** A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board of Directors as evidence of compliance of the condominium units to the applicable fire and life safety codes.

6. **Common Elements; Limited Power to Convey.** The Association shall be granted a limited power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as result of eminent domain proceedings.

*(Secretary's Certificate to follow)*

**SECRETARY'S CERTIFICATE**

THIS IS TO CERTIFY that I am the Secretary of **BLISS CONDOMINIUM ASSOCIATION, INC.**, and the foregoing Bylaws of said Association were duly adopted by the Board of Directors of the Association at the Organizational Meeting of said directors held on July \_\_\_\_, 2016.

Dated this        day of July, 2016.

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DEBBIE TAUB, Secretary

**EXHIBIT "D"**

**FRACTIONAL OWNERSHIP IN THE COMMON ELEMENTS  
FOR EACH UNIT**

**FRACTIONAL OWNERSHIP IN COMMON ELEMENTS**  
**FOR EACH UNIT**  
**bliss, A CONDOMINIUM**

<u>Unit #</u>	<u>Fractional Ownership in Common Elements</u>
101	1.61%
201	3.28%
301	3.28%
401	3.28%
501	3.28%
502	3.28%
601	3.28%
602	3.28%
701	3.28%
702	3.28%
801	3.28%
802	3.28%
901	3.28%
902	3.28%
1001	3.28%
1002	3.28%
1101	3.28%
1102	3.28%
1201	3.28%
1202	3.28%
1401	3.28%
1402	3.28%
1501	3.28%
1502	3.28%
1601	3.28%
1602	3.28%
1701	3.28%
1702	3.28%
1801	6.56%
1802	3.28%
TOTAL:	100%

**EXHIBIT "E"**  
Rules and Regulations

**RULES AND REGULATIONS**  
**FOR**  
**bliss, A CONDOMINIUM**

The following Rules and Regulations adopted in accordance with the Declaration of Condominium of **bliss**, a Condominium (the "Condominium") shall continue in effect until amended by the Board of Directors of **bliss CONDOMINIUM ASSOCIATION, INC.** (the "Association").

**GENERAL RULES**

1. The definitions used and set forth in the Declaration of Condominium of **bliss**, a Condominium shall apply to these Rules and Regulations.

2. No articles shall be placed upon the Common Elements of the Condominium Property unless specifically authorized in writing by the Association.

3. The Common Elements of the Condominium Property shall not be obstructed in any manner and shall be kept free and clear of rubbish, debris, and other unsightly or unsanitary material.

4. Fire exits located on the Condominium Property shall not be obstructed in any manner by any Unit Owner.

5. No articles shall be hung or shaken from any Unit onto the Common Elements of the Condominium Property.

6. No Unit Owner shall throw, sweep, or allow to drop, any article from his or her Unit onto the Common Elements of the Condominium Property.

7. No article shall be attached to, erected upon, installed, or affixed to the exterior walls, exterior doors, or roof of a Unit or upon any of the Common elements located on the Condominium Property.

8. All terraces and lanais must be kept neat and orderly, and each unit owner is responsible for the cleanliness of his/her terrace or lanai. Patio type furniture, plants and folding chairs are permitted to be kept on the terraces and lanais. Live plants must either be in leak-proof containers or with waterproof saucers beneath. Owners and occupants may display tasteful, temporary holiday decorations. Any other items must have prior written approval.

9. No Unit Owner or occupant shall make or permit any disturbing noises by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Unit Owner or occupant shall play or permit to be played any musical instruments, nor operate or permit to be operated a stereo, phonograph, television, radio or sound amplifying device in his Unit or on his terrace or lanai in such a manner as to unreasonably disturb or annoy other

residents.

10. No flammable, combustible, or explosive substance shall be kept in any Unit or storage area or storage bin or upon the Common Elements or Limited Common Elements of the Condominium Property, except such substances that are required for normal household use.

11. No sign, advertisement, notice or other similar material shall be exhibited, displayed, inscribed or painted or affixed, in or upon any part of the Units, Limited Common Elements or Common Elements, by any Owner or occupant without written permission from the Association. Provided however, in accordance with Section 718.113(4), any Unit Owner may display one portable, removable **United States Flag** in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations.

12. **Parking:**

(a) No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than twenty four (24) hours.

(b) No vehicle shall be repaired on the Condominium Property.

(c) No trailers, mobile homes, campers, buses, or commercial vehicles shall be parked on the Condominium Property. A "commercial vehicle" is hereby defined to be a vehicle which has commercial name designation painted or otherwise lettered or numbered on the fascia of said vehicle.

(d) No boats, rafts, canoes, paddleboards or other similar craft shall be allowed on the Condominium Property, except as authorized by the Condominium Association.

(e) All parking facilities shall be used in accordance with regulations adopted by the Board of Directors of the Association and the Declaration of Condominium.

(f) The garage parking space(s) that is a Limited Common Element of the Commercial Unit may be enclosed by the Commercial Unit Owner for storage purposes only; however, the storage of any perishable, flammable, combustible, or explosive substance is prohibited within such enclosed area.

13. Refuse and garbage shall be deposited only in the area(s) provided therefor.

14. Cooking shall be allowed only in the kitchen of each Unit and on those Common Elements of the Condominium Property which are designated by the Board of Directors of the Association for such use.

15. Employees of the Association shall not be sent off the Condominium Property by any Unit Owner at any time for any purpose, nor shall any Unit Owner direct, supervise, or in any manner attempt to assert any control over the employees of the Association.

16. Unit owners' complaints regarding the maintenance and operation of the Condominium Property shall be made in writing to the Board of Directors of the Association.

17. Children of Unit Owners shall at all times be supervised by their parents. Children of guests shall at all times be supervised by their parents.

18. Pets. A Unit Owner shall be permitted to have three (3) household pets with no weight limitation. The household pets shall not be kept, bred or maintained for any commercial purposes and shall not be a nuisance or annoyance to neighbors. Dangerous breed dogs, as determined by the Association, shall not be allowed. All household pets shall be attended by an adult and on a leash when located on the Association Property. Pets may not be kept in the Limited Common Elements. No reptiles or wildlife shall be kept in or on the Condominium Property (including Units). No domestic bird of a variety which will emit sounds that can be heard in contiguous units may be kept by a Unit Owner in a Unit. No one other than the Owner of a Unit is permitted to keep any approved pets on the Condominium Property. Unit Owners must immediately collect and clean up any feces from pets upon the Condominium Property. Violation of the provisions of these rules regarding pets shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as may be provided in these applicable rules and regulations or the Declaration) and/or to require any pet to be permanently removed from the Condominium Property. The Unit Owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the Condominium. If a dog or any other animal becomes a nuisance and/or is obnoxious to other Unit Owners by barking or otherwise, the Unit Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Unit Owner, upon written notice by the Association, will be required to remove the animal. Pets shall not be permitted to become nuisances to Unit Owners or occupants of Units and are subject to removal from the Condominium at the discretion of the Board of Directors after a hearing conducted in the same manner as hearings for fines.

19. Recreational Facilities:

(a) Only Residential Unit Owners, their tenants, or visitors such Residential Unit Owners or tenants may use the Recreational Facilities.

(b) Users of the fitness room must be at least sixteen (16) years of age or be accompanied by a parent or legal guardian.

(c) Parents are responsible for the safety of their children while in the Recreational Facilities. Pets are not allowed in the Recreational Facilities.

(d) Users must wear appropriate attire in and around the Recreational Facilities (for example, flip-flops or bare feet are not appropriate attire for the fitness room, street clothes and undergarments are not appropriate for the spa). Users of the Recreational Facilities are required to wear footwear and cover their bathing suits in lobbies, elevators and other common areas.

(e) The fitness room is for the sole use of the Residential Unit Owners or their tenants; except that no more than two (2) guests each of Residential Unit shall be permitted to use the fitness room and any such guests shall be accompanied at all times by that Residential Unit's Owner or tenant. Exercise equipment is not to be moved.

(f) Food, glass containers and alcoholic beverages are prohibited in the fitness room. Users must clean any equipment used in the fitness room after each use.

(g) Spa use is limited to fifteen (15) minutes. Using the spa beyond fifteen (15) minutes is prohibited and may pose a health risk (also, see health advisories posted at the spa).

(h) Children twelve (12) years of age and under are not permitted in the spa.

(i) No glass objects are permitted in the spa.

20. As used herein, the term Unit Owner shall apply to the Unit Owner, his guests, his invitees, his licensees, his servants, his employees, his agents, his occupants, and their respective family members.

21. All of Common Elements of the Condominium shall be used in accordance with rules and regulations promulgated by the Board of Directors of the Association.

22. None of these rules shall be avoided in any manner, except with the prior written consent of the Board of the Directors of the Association. No Unit Owner shall be allowed to rely upon any said written exemption given to another Unit Owner by the Board of Directors of the Association and said Unit Owner must obtain his own written exemption.

23. Those Unit Owners who violate these rules shall be responsible for all costs incurred by the Association, including court costs and reasonable attorneys' fee, in the process of rectifying said noncompliance. These costs shall also include the removal of all articles, vehicles, and substances from the Condominium Property which were placed thereon in violation of these rules.

24. To implement the provisions of the applicable provisions of the Declaration of Condominium the following procedure is hereby adopted:

(a) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

(1) A statement of the date, time and place of the hearing;

(2) A statement of the provisions of the Declaration of Condominium, Association Bylaws, or Association rules which have allegedly been violated; and,

(3) A short and plain statement of the matters asserted by the Association.

(b) The party against whom the fine may be levied shall have an opportunity to respond, to represent evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

25. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time which has been or may be adopted, and the provisions of the Declaration, Bylaws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or lien may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner or occupant of the infraction or infractions. Included in the notice shall be a date and time of a hearing at which time the Owner or occupant shall present reasons why penalties should not be imposed.

(b) Hearing: The non-compliance shall be presented to a committee of other Unit Owners appointed by the Board of Directors. If the committee does not agree with the fine it may not be levied.

(c) Fines: The Board of Directors may impose fines against the applicable Unit Owner up to the maximum amount of \$100.00 (or such greater amount as may be permitted by law from time to time) per violation.

(d) Violations: A fine may be levied on the basis of each day of a continuing violation, with a single notice and hearing, provided that no such fine shall in the aggregate exceed \$1,000.00.

(e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.

(f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-Exclusive Remedy: These fines shall not be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or doubt as to whether a specific practice or activity is or is not permitted. All of these rules and regulations shall apply to all Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefore, and good cause shown in the sole opinion of the Board.

**EXHIBIT "F"**

<b><u>Unit #</u></b>	<b><u>Parking Space #</u></b>
201	GP26, GP25
301	GP39, GP38
401	GP61, GP62
501	GP50, GP49
502	GP60, GP59
601	GP58, GP57
602	GP55, GP56
701	GP48, GP47
702	GP52, GP51
801	GP46, GP45
802	GP54, GP53
901	GP4, GP37
902	GP43, GP42
1001	GP34, GP33
1002	GP41, GP40
1101	GP32, GP31
1102	GP36, GP35
1201	GP10, GP29
1202	GP28, GP27
1401	GP24, GP23

<b><u>Unit #</u></b>	<b><u>Parking Space #</u></b>
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1402	GP22, GP21
1501	GP15, GP14
1502	GP13, GP16
1601	GP12, GP11
1602	GP20, GP19
1701	GP2, GP9
1702	GP18, GP17
1801	GP5, GP6, GP7, GP44
1802	GP1, GP3