

# BAY POINTE VILLAS

CONDOMINIUM ASSOCIATION, INC.

## Community Code



Summer 2009

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## *Preamble*

*The Bay Pointe Villas Condominium Association*  
**Community Code** is our community's guiding principle for a cohesive living environment for all residents at Bay Pointe Villas. It has been drafted by and for the Bay Pointe Villas Condominium Association in order to preserve a safe and desirable living environment. It is meant to compliment but not trump, the original Condominium Prospectus provided to every owner at closing. The original Prospectus is the governing document for our Association, filed with the state of Florida. All residents are expected to comply with the information provided in this booklet. A copy of this booklet shall be maintained in every unit for reference. Owners are responsible for conveying this information to their tenants to ensure uniform compliance. The Bay Pointe Villas Condominium Association Board of Directors retains the privilege to amend this living document at any time, in an effort to preserve the quality of our community and the value of our Association and property.

## PARKING

1. Only one vehicle per condominium may utilize a designated common area parking space at any given time.
2. All vehicles shall be parked only in the parking spaces designated for that purpose.
3. Commercial vehicles are not permitted on condominium property except for the purpose of making deliveries or providing repairs for a unit owner or the Association. Trucks over  $\frac{3}{4}$  ton capacity are prohibited.
4. Campers, boats, trailers, motorcycles, mopeds and any other recreational vehicles are not permitted on Association property except in garages.
5. Do not impede access to other unit owner garages. Park only on paved surfaces. Owners of vehicles that damage landscape or any other Association property will be assessed for any damages they cause. Do not block sidewalks or walkways with your vehicle at any time.
6. Vehicles that cannot operate under their own power shall not remain on condominium property except in emergencies. In the event of an emergency, the owner of the vehicle will have seven days to remedy the situation or risk having the vehicle towed at the owner's expense. Disabled or derelict vehicles (i.e. broken glass expired or lack of registration tags, extensive damage) may not remain on Association property. Such vehicles may be towed at owner's expense.
7. Only emergency mechanical repairs may be done on Association property. Vehicles may not be left on jacks or lifts at any time.
8. Residents should encourage visitors to park off of the property whenever possible, due to limited available parking at Bay Pointe. Guests who do park on the property are covered under paragraph (1) above and must display a yellow parking pass on their dashboard so that it is visible from outside of the vehicle.
9. Vehicles shall not be left unattended for more than 30 days in any common area. These vehicles will be deemed derelict and will be subject to towing at owners expense.

10. Apron parking is permitted as a last resort when all common use parking spaces are occupied. Only one vehicle may be parked in an apron at any given time. All vehicles parked on the aprons, must be parked along the edge of the apron so as not to impede access and egress to garages and designated parking. Vehicles that are 16 feet or less in length and have a low profile will be permitted to park on the aprons. Specifically, only small and midsized vehicles will be permitted to park on the aprons. For safety reasons, pickup trucks, vans, commercial vehicles, recreational vehicles and sport utility vehicles are not permitted to park on the aprons at any time.
11. Do not park in such a manner as to impede vendor access to our dumpster.
12. All residents are asked to use the common use spaces on their side of the property including apron parking, unless there are no spaces available in your area. It is the Association's hope that common sense will prevail and everyone will use their best judgment when parking in any of the common area parking spaces on the property.
13. The Property Manager will maintain a current inventory of owner/tenant vehicles. Residents are required to provide current make, model, year, color and tag numbers of all owned or leased vehicles, to the Property Manager.
14. Garage doors must be kept fully closed at all times unless an owner or tenant is physically in the garage when the garage doors are open.

*Page Amended 10-2014*

### BUILDINGS, WALKWAYS & STAIRS

1. Each resident shall maintain their condominium in good condition and repair, including all internal surfaces within or surrounding the condominium and maintain and repair all fixtures therein. Owner/Resident shall promptly pay any utilities which are metered separately to their unit. Common areas of the property, such as walkways, stairs, landscaping and grassed areas shall be used only for the purposes intended. Residents may not leave personal property of any kind, on any common areas of the property. This includes all areas outside of the perimeter barrier wall of any building.
2. Each resident shall maintain their condominium in a clean and sanitary manner. Balconies, porches, railings and terraces shall be used for their intended purposes only. Residents shall not allow anything to be placed in a way so it may fall from windows, doors and balconies of a condominium.
3. Children's bicycles, roller-skates/blades, skateboards, tricycles, etc, are not to be used on condominium property without adult supervision. Playing on stairs is strictly prohibited. Ramps or other similar devices also may not be used for these activities on Association property.
4. Trash or garbage may not be left on walkways, balconies, porches, stairs or any common area at any time. All trash and garbage must be placed in the dumpster provided by the Association. Boxes must be cut up in order to minimize their volume. Disposal of furniture, appliances, electronics or other large items such as mattresses, etc, are **not** permitted in the Association provided dumpster. It is the resident's responsibility to dispose of these items properly and safely.
5. Residents are reminded that alterations and repairs of the condominium exterior and common areas are the responsibility of the Association. Exterior painting or additions such as light fixtures or affixing of other items or alterations may **not** be made outside of any Association exterior barrier wall, without first obtaining written approval from the Association.

6. Installation of any electronic device that may interfere with the function of any device in another unit is not permitted. No device for reception may be erected or installed on the roof or exterior walls of the condominium without the written consent of the Association.
7. All residents are responsible for keeping their stairs and open porches clean and free of debris. Drying of laundry is permitted only in a screen enclosed balcony or lanai.
8. Homeowners may, in a respectful manner, display one portable, removable United States Flag or official flag of the state of Florida or a flag which represents the United States Army, Navy, Air Force, Marine Corps, Coast Guard or a POW-MIA flag. The flag may be no larger than 4  $\frac{1}{2}$  feet by 6 feet.
9. Residents may maintain their garden areas in a neat, clean and healthy condition. This includes weeding, mulching, replacing dead or damaged plantings in the garden areas. Changes to the garden area landscape must be presented to the Association in writing for approval.
10. All changes to the exterior lighting require prior written approval of purpose and design by the Association with the exception of seasonal holiday lights.
11. Signage, advertising, notices or other lettering of any kind shall not be displayed, exhibited, inscribed, painted or affixed in or on any part of the condominium property without written consent of the Association. For Sale/Lease signs are not permitted and may not be displayed in a manner that will be visible from the exterior of the condominium.
12. Awnings, window guards, light reflective materials, hurricane shutters, replacement windows, ventilators, fans, wall/window unit air conditioners, or skylights shall not be installed unless plans are presented in writing and approved by the Association. Approval may be withheld for aesthetic reasons at the discretion of the Association Board of Directors.

## DOMESTIC ANIMALS

1. Pets are permitted to be kept in or on Association property so long as they adhere to the terms and conditions outlined below.
2. Unit owners are permitted one dog not to exceed 50lbs.
3. Unit owners are permitted one domestic indoor cat.
4. Each owner shall promptly remove and dispose of all waste materials deposited by their pet on any part of the property.
5. All pet owners must adhere to all local, state and federal laws, statutes and health codes
6. No pet shall be allowed to constitute a continuous nuisance. A nuisance is defined as incessant barking, unleashed, unsanitary conditions, biting, intimidating people or other animals. If a pet is deemed to be a continuous nuisance or a threat to safety, the Board of Directors may deem that the pet be permanently removed from the property.
7. Pets found roaming on Association property and not in control by a responsible adult can be removed with the authority of the Board of Directors by a Pinellas County Animal Control Officer. Recovery of removed pet will be at the owner's expense.
8. Pets shall be leashed at all times and under the control of a responsible adult when on common areas of the property. Pets may not be tied up and/or unattended on common areas of the property at any time.
9. Owners may not use their property for breeding, whelping or weaning purposes at any time.
10. All dogs can be potentially dangerous. Various types of breeds can be considerably stronger and/or larger than a person of average size. Training, socialization and proper care can make a significant impact, however some dogs are by years of breeding, more aggressive. After researching and analyzing the studies performed by the American Veterinary Medical Association, the CDC, and the Humane Society of the United States, we have compiled a list of canine breeds that have a higher risk of being dangerous. The following breeds will not be permitted on Bay Pointe property: Dalmations, Boxers, Presa Canarios, Chow Chows, Doberman Pinschers, Alaskan Malamutes, Huskies, German Shepherds,



Rottweilers, Pit Bull Terriers, Great Danes, St. Bernards, Akitas and Bull Mastiffs.

### POOL AREA

1. No person shall use the pool and deck area unless they are residents or guests of Bay Pointe Villas.
2. There is no life guard on duty. Swimming shall be at one's own risk.
3. Children 12 years of age and under must be supervised at all times by a parent or a responsible adult who is at least 16 years of age.
4. Persons using the pool must shower prior to entering the pool.
5. Bicycles of any kind, big wheels, skates and skateboards are not allowed in the pool area.
6. Running and horseplay is not permitted in the pool area.
7. Diving is **NOT** permitted under any circumstance.
8. Glass or other breakable containers or dishes are not permitted.
9. Smoking is **NOT** permitted in the pool area.
10. All trash and personal belongings must be collected and removed before leaving the pool area.
11. The pool gate must be locked when the pool is unattended.
12. Persons with open sores, wounds or with a communicable disease are not permitted in the pool
13. Furniture or equipment may not be removed from the pool area.
14. Audio equipment must be kept at low volume.
15. Children wearing diapers are not permitted in the pool.
16. Only swimwear is permitted in the pool.
17. Pool hours and regulations are posted and must be followed.
18. The pool is open between 8:00am and 10:00pm only.

### GENERAL INFORMATION

1. Residents may not make or allow any disturbing noises in the buildings or on the common elements of the property that may interfere with the comfort or convenience of other residents.
2. In case of an emergency originating within or threatening any condominium, a Board Member or any person authorized by the Board, has the right to immediately enter the unit for the purpose of remedying the emergency, whether or not the unit resident is present at the time of the emergency. The Board Member or authorized representative may use reasonable force to enter the unit without liability when danger is present. For this reason, the Board requests that each Owner provide the Association with a key to their condominium and garage, which will be secured in a lock box with a Board Member or the Management Company for emergency use.
3. Residents are responsible for the behavior of all persons residing or visiting within their condominium and financially for any damages to any of the common areas of the Association that may occur.
4. Residents leaving their property unattended for more than 30 days must notify their intent do so in writing with the Management Company. You must include your expected departure and return dates. During your absence, you must advise the Management Company the identity of any person or persons who intend to occupy your condominium during your absence, including their expected dates of arrival and departure.
5. The Pinellas County Fire Code prohibits the use of BBQ grills that use gas or charcoal to be used within 10 feet of any condominium building. Containers commonly used to fuel gas grills cannot be stored inside of or within 10 feet of any condominium building at any time. Electric grills are exempt from the county fire code. Our Association can be fined up to \$250.00 or more for each offense. These fines will be assessed upon noncompliant residents.
6. Each unit must adhere to the Pinellas County Fire Code and keep an approved and working fire extinguisher on the premises at all

times. These are subject to inspection by the Fire Marshall and residents risk fines for noncompliance.

7. No unlawful use shall be made of the *Property, Common Areas* or *Condominium*. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction shall be observed.
8. Except as may be otherwise required by the official documents of the Association and this Code, all official notices of the Association shall be mailed to each member at the address on file with the Management Company. No member shall make or permit to be made, any written, or printed notices of any kind or post the same on any bulletin board, mail or otherwise circulate to other members, which propose to represent any official act or notice of the Association or its Management Company.

### SELLING OR LEASING OF A CONDOMINIUM

1. Each owner has the right to sell or lease their condominium provided that the proposed purchaser or tenant is first approved by the Board of Directors and the Management Company. An application fee is required.
2. An application fee/security deposit of \$250.00 is required of each prospective tenant. The cost of a criminal background check, credit worthiness verification and a \$25.00 application fee will be deducted from the deposit and the *balance* will be held in escrow by the Management Company until the termination of the lease. The balance will be refunded within 10 business days minus any damage deductions. If the proposed tenant is rejected by the Board of Directors, the *balance* will be refunded within 10 business days from the date of rejection.
3. Each new owner or tenant shall be bound by the provisions of the Condominium Declaration and The Community Code. Condominium owners are responsible for providing a copy of these regulations to their tenants and are responsible for tenant compliance.

## HURRICANE PREPAREDNESS

1. Each resident who plans to be absent during any part of the established hurricane season, must prepare their condominium prior to departure by removing all furniture, plants and other objects from balconies and porches.
2. Owners should consider designating a responsible individual or company to handle hurricane preparedness in their absence.
3. Hurricane shutters may only be deployed within 72 hours of a hurricane watch or warning and must be reopened within 72 hours after the hurricane watch or warning has expired.
4. Pursuant to the Pinellas County Evacuation and Shelters Map, we are located in Zone 3. In case of mandatory evacuation, our emergency shelter is the Bauder Elementary School located at 12755 86<sup>th</sup> Ave. N., Seminole, FL. For more information you may call:

Pinellas Country Emergency Management Division  
727-464-3800

Or go online to [www.pinellascounty.org/emergency](http://www.pinellascounty.org/emergency)



*All residents of Bay Pointe Villas are directed to contact our Property Management Company with questions or concerns regarding the Community Code. The Property Manager or designate may contact The Board of Directors, for guidance or clarification of the Community Code.*

### Property Management Company

Shadow Lakes Property Management Co.

Seminole Blvd, Seminole Florida

727-397-1192 office  
727-397-1272 fax

[shadowlakesmgmt@aol.com](mailto:shadowlakesmgmt@aol.com) email

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## BAY POINTE VILLAS, A CONDOMINIUM

## BAY POINTE VILLAS, A CONDOMINIUM

THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.

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

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

## IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT

THE DEVELOPER IS CREATING THE CONDOMINIUM ON FEE SIMPLE INTERESTS AND INTENDS TO CONVEY TITLE TO THE PURCHASER OF UNITS IN THE CONDOMINIUM IN FEE SIMPLE.

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD

For more detailed information, reference should be made to the Articles of Incorporation of the Association which are Exhibit "4" to this Prospectus.

THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED.

For further detail, refer to Article 1 of the Declaration of Condominium.

THIS IS A PHASE CONDOMINIUM. ADDITIONAL LAND AND UNITS MAY BE ADDED TO THIS CONDOMINIUM.

For further detail, refer to Paragraph "13" of the Declaration of Condominium.

The statements set forth above are only summary in nature. A prospective purchaser should refer to all references as well as the entire set of disclosure materials and the Purchaser's Contract or Purchase Agreement. All disclosure materials, contract documents and brochure materials are important legal documents and, if not understood, prospective purchasers should seek legal advice.



# BAY POINTE VILLAS, A CONDOMINIUM

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## BRIEF DESCRIPTION OF THE CONDOMINIUM

### BRIEF DESCRIPTION

1. The name of the Condominium is BAY POINTE VILLAS, A CONDOMINIUM.
2. The Condominium is located at the corner of Hamlin Boulevard and Commodore Drive, Seminole, Florida
3. A copy of the plot plan and survey can be found at Exhibit "9" of this Prospectus and at Page 39 of the Declaration of Condominium.
4. The maximum number of units that will use facilities in common with the Condominium will be twenty-three (23) units.
  - a. Phase One shall contain two buildings with four units in each building. Each unit has either three (3) bedrooms, or two (2) bedrooms and two (2) bathrooms. Phase Two shall have two buildings with one building having fourteen (14) units and one building with one (1) unit. The maximum number of buildings that can be contained within the condominium is four (4) buildings and the minimum and maximum number of units in each building is one (1) and fourteen (14), respectively, and the minimum and maximum number of bathrooms and bedrooms that may be contained in each unit is two (2) bathrooms and a minimum of two (2) bedrooms and a maximum of three (3) bedrooms.
  - b. A plot plan of the condominium property showing the proposed location of the buildings and other improvements is attached as Exhibit "A" to the Declaration of Condominium. The estimated latest completion of construction, finishing and equipping of a condominium unit shall be December 31, 1998.
  - c. The maximum number of number of units that may use facilities in common with the condominium is twenty-three (23).
5. THE CONDOMINIUM UNITS WILL BE SOLD IN FEE SIMPLE, AND TITLE WILL BE CONVEYED BY STATUTORY WARRANTY DEED.

6. The Developer shall construct recreation facilities.

Recreation facilities shall consist of:

- a. The recreation facilities shall consist of a pool, which shall have as its capacity 15,000 gallons; a surface square footage of 300 square feet; a capacity for persons at any given time of twenty (20) people; the depth will range from a maximum of six (6) feet to a minimum of three (3) feet and the pool will not be heated.
- b. Personal property delivered to the Condominium Association for purposes of the pool will be chaise lounges, chairs and tables in a minimum expenditure of \$1,000.00.
- c. The estimated date for the completion of the recreational facilities is estimated to be December 31, 1998.
- d. Additionally, a restroom for men and women will be located as shown on the plot plan.

No additional facilities are intended to be delivered to the Condominium Association in the nature of recreational facilities.

7. The Developer does not have any plan which includes a program of leasing units rather than selling units or selling units subject to leases.

8. The Condominium Property shall be managed by the Condominium Association which shall be controlled by the Developer until the Developer is obligated to relinquish control as required by law.

#### CONTROL OF THE ASSOCIATION

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.

Reference Paragraph 3 of the Bylaws of the Condominium Association .

## RESTRICTIONS ON SALE AND LEASE, ETC.

THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.

Reference Paragraph 12 of the Declaration of Condominium.

## RESTRICTIONS

The following pages and documents should be referred to when determining Unit Owners' limitations on control or use of the condominium properties.

1. The unit may be used only for residential purposes; it may not be used in a manner which will create a nuisance, an unlawful use or increase the cost of insurance; the unit owner is precluded from advertising the lease or sale with signs on the premises. Refer to Paragraph 12 and 13 of the Declaration of Condominium. Children shall be permitted. Reasonable rules and regulations may be made by the Board of Directors with respect to pets. Initially, one pet per unit. Refer to Paragraph 12 of the Declaration of Condominium.

2. Transfer of the unit either by sale, lease, devise, gift or operation of law requires the express written approval of the Condominium Association. Refer to Paragraphs 12 and 13 of the Declaration of Condominium.

3. Children shall be permitted. Pets are permitted with certain restrictions. Reference paragraph 12 of the Declaration of Condominium.

THIS IS A PHASE CONDOMINIUM. ADDITIONAL LAND AND UNITS MAY BE ADDED TO THE CONDOMINIUM.

Details with respect to the location and the nature of the phasing shall be found at Paragraph 1 of the Declaration of Condominium.

Phase One shall contain two buildings with four units in each building. Each unit has either three (3) bedrooms, or two (2) bedrooms and two (2) bathrooms. Phase Two shall have two buildings with one building having fourteen (14) units and one building with one (1) unit

The impact, if any, which the completion of subsequent phases would have upon the initial phase, would be to increase the number of residents in the general area,

decrease the percentage ownership per unit of the common elements and percentage obligations of the common expenses and increase the size of the common elements.

The remaining phases must be completed within seven (7) years of the date of the recording of the Declaration of Condominium for Phase One. In no event, shall any phases be added or units constructed seven (7) years after the date of the recording of the first phase.

The Developer specifically reserves the right to make non-material changes to the legal description of each phase.

4. The residential units and buildings which are added to the condominium shall not be substantially different from the residential buildings and units originally in the condominium.

5. The maximum number of buildings containing units in the condominium shall be four (4), the maximum and minimum number of units in each building shall be one (1) and fourteen (14) respectively and the maximum and minimum square footage per unit shall be approximately 1350 square feet for the two bedroom model and 1550 square feet for the three bedroom model.

#### UTILITIES

Electric Power: Florida Power Corporation

Water: Pinellas County

Waste Disposal: Private contractor

Sewage: Pinellas County

Storm Drainage: Pinellas County

#### COMMON EXPENSES AND OWNERSHIP OF COMMON ELEMENTS

Common expenses are apportioned among the unit owners in the same manner as their ownership of the common elements and common surplus which shall be equal.

See Exhibit "B" of the Declaration of Condominium which is Exhibit "2" of this Prospectus.

Unit owners are required to pay their share of the costs and expenses of maintenance, management, upkeep, replacement and repair of the recreation facilities.

See Paragraph 8 of the Declaration of Condominium.

There is a lien or lien right against each unit to secure the payment of assessments or other exactions coming due for the use, maintenance, upkeep or repair

of the recreational or commonly used facilities. The unit owner's failure to make these payments may result in foreclosure of the lien.

See Paragraph 8 of the Declaration of Condominium.

BUDGET (A budget is attached to this Prospectus as Exhibit "13")

The Developer, his successor or assign, shall be excused from the payment of his or its share of the common expenses subsequent to the recording of the Declaration. The period of time shall terminate no later than the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs. The Developer, however, shall pay the portion of common expenses incurred during that period which exceed the amount assessed against other unit owners.

#### ESTIMATED CLOSING EXPENSES

##### BUYER'S EXPENSES IN ADDITION TO PURCHASE PRICE:

- A. Any costs incurred by the Buyer in obtaining mortgage financing.
- B. Cost of recording the warranty deed. The cost is \$6.00 for the first page and \$4.50 for each page thereafter.
- C. Maintenance shall be prorated as of closing date, except as otherwise stated in the Purchase Agreement, and payment made at closing date through the end of the calendar quarter.
- D. An initial contribution of twice the monthly maintenance fee shall be made to BAY POINTE VILLAS CONDOMINIUM ASSOCIATION, INC. by the initial buyer of the condominium unit and deposited in the reserve accounts of the Association. The Developer is precluded from the use of these funds for operating expenses of the Association.
- E. Pro-rata share of real estate taxes.
- F. Title insurance for the Owner (Buyer) is available and the cost of such insurance shall be paid for by the Seller.



## CONTROL OF CONDOMINIUM ASSOCIATION

The control of the Condominium Association will be in the hands of the Developer subsequent to the sale of the majority of the Condominium Units. Unit owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Administration of an Association;

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

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

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

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

(e) Seven (7) years after the recordation of the Declaration of Condominium; or, in the case of an Association which may ultimately operate more than on condominium, seven (7) years after the recordation of the Declaration of the first condominium it operates; or, in the case of any association operating a phase condominium created pursuant to Statute 718.403, seven (7) years after recordation of the Declaration creating the initial phase, whichever occurs first. The Developer is entitled to elect at least one member of the Board of Administration of an Association as long as the Developer holds for sale in the ordinary course of business at least five (5%) percent, in condominiums with fewer than 500 units, and two (2%) percent, in condominiums with more than 500 units, of the units in a condominium operated by the Association.

References should be made to Paragraph three (3) of the of the Bylaws of the Association, attached to the Declaration of Condominium as Exhibit "D".

## PROPOSED PLAN OF DEVELOPMENT

Developer intends to develop the condominium two (2) phases.

Phase One shall contain two buildings with four units in each building. Each unit has either three (3) bedrooms, or two (2) bedrooms and two (2) bathrooms. Phase

Two shall have two buildings with one building having fourteen (14) units and one building with one (1) unit.

#### INITIAL CONTRIBUTION

The Developer shall charge at the closing of each initial sale of the unit a contribution to be made by the Purchaser to Bay Pointe Villas Condominium Association, Inc., to be placed in the reserve escrow account, an amount equal to two (2) times the monthly maintenance cost.

#### ESTIMATED LATEST DATE OF COMPLETION

The estimated latest date of completion of the units shall be December 31, 1998, but, in any event, no unit shall be completed later than two (2) years from the date of the execution date of the Purchase and Sale Agreement.

#### IDENTITY OF DEVELOPER

The Developer is Shadow Lakes Development Company. The Developer has previously been engaged in the construction, marketing or sale of condominium units.

The primary principal of the Developer is Thomas Kapper. Mr. Kapper has had previous experience in the marketing and sale of condominiums at the following projects:

Shadow Lakes, a Condominium in Largo, Florida consisting of 150 units.

Mr. Kapper holds a class A contractors license issued by the State of Florida.

Mr. Kapper has been involved in the marketing, sale and construction of condominium and other residential housing units since 1975 through present.

#### GOOD FAITH EFFORT TO COMPLY

The Developer, Shadow Lakes Development Company, has attempted in good faith to comply with the disclosure requirements of the Florida Condominium Act. This document does not purport to describe all of the features of the condominium, but rather attempts to comply with the requirements in stating the minimum features and assets of the condominium which will accrue to the benefit of the Unit Purchaser.

Neither the Developer nor any salesperson or other agent or employee of the Developer makes any representation regarding either economic benefits or tax treatment to be derived from the purchase of a Unit. Buyers are advised that tax treatment and economic benefits may vary with individual circumstances, and the Developer recommends that Buyers consult their own attorney, accountant, or other investment counsel regarding economic and tax matters.

0133574.01

## FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET

Bay Pointe Villas, a Condominium  
Name of Condominium

As of: November 1, 1997

Baypoint Villas Condominium Association, Inc.  
Name of Condominium Association

- Q: What are my voting rights in the condominium association?  
A: A unit owner is entitled to cast one vote for each unit owned in the condominium.
- Q: What restrictions exist in the condominium documents on my right to use my unit?  
A: The use is restricted to a single family residential use. There are no restrictions on children. There are certain restrictions on pets. Reference should be made to paragraph 12 of the Declaration of Condominium.
- Q: What restrictions exist in the condominium documents on the leasing of my unit?  
A: Approval must be obtained from the condominium association. No lease may be for less than ninety (90) days. Reference should be made to paragraph 12.5 and 13 of the Declaration of Condominium.
- Q: How much are my assessments to the condominium association for my unit type and when are they due?  
A: If only the first phase is developed, all units pay monthly, \$125.85, without reserves, and monthly \$140.73 with reserves. If the second phase is developed the monthly cost per unit will not change. As each condominium phase is added the unit obligation both monthly and annually for the common expenses will adjust.
- Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?  
A: No.
- Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?  
A: No.
- Q: Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? If so, identify each such case.  
A: No.

NOTE:

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

#0143013.01/mme

INST # 98-241047  
JLY 29, 1998 11:20AM

PINELLAS COUNTY FLA.  
OFF REC BK 10183 PG 734

✓  
PREPARED BY AND RETURN TO:  
ROGER A. LARSON, ESQUIRE  
JOHNSON, BLAKELY, POPE, BOKOR,  
RUPPEL & BURNS, P.A.  
911 CHESTNUT STREET  
CLEARWATER, FL 33756

DECLARATION OF CONDOMINIUM

OF

BAY POINTE VILLAS, A CONDOMINIUM

RECORDING  
REC 298.50

DS \_\_\_\_\_  
INT \_\_\_\_\_  
FEES \_\_\_\_\_  
MTF R \_\_\_\_\_  
P/C \_\_\_\_\_  
REV \_\_\_\_\_

TOTAL 298.50

MADE by the undersigned Developer, for itself, its successors, grantees and assigns.

The undersigned, Shadow Lakes Development Company, hereinafter referred to as the "Developer", being the owner of fee simple title of record to those certain lands located and situate in Pinellas County, Florida, being more particularly described in Exhibit "A" attached hereto, does hereby submit only the lands described as Phase One, to condominium ownership pursuant to the provisions of Chapter 718, of the Florida Statutes, hereinafter referred to as the "Condominium Act", as amended from time to time.

1. NAME

The name by which this condominium is to be identified is:

BAY POINTE VILLAS, A CONDOMINIUM

1.1 It is the intention of the Developer to develop his Condominium in two (2) phases. Phase One shall contain eight (8) Condominium Units as more particularly described and identified in Exhibit "A" and the designated "Phase One", attached hereto and by reference made a part hereof.

1.2 The impact, if any, which the completion of subsequent phases would have upon the initial phase would be to increase the number of residents in the general area, decrease the percentage ownership per Unit of the Common Elements and percentage obligations of the Common Expenses and increase the size of Common Elements.

Condominium Plats pertaining hereto are recorded in Condominium  
Plat B - 120, Pages 46 thru 48 inclusive, in Public Recd of  
Pinell County, Florida

1.3 The remaining phases must be completed within seven (7) years of the date of the recording of this Declaration. In no event shall any phases be added or Units constructed seven (7) years after the date of recording of the first phase.

1.4 The additional land which may become a part of the Condominium is described in Exhibit "A" and is designated as "Total Area". The land on which each phase is to be built is also described in Exhibit "A" and is designated Phase One and Phase Two.

1.5 The number and general size of Units to be included in each phase are as follows:

(a) Phase One: Eight (8) Units as follows: four (4) units consisting of 3 bedrooms/2 baths and four (4) units consisting of 2 bedrooms/2 baths of an average size of approximately 1,216 square feet and 1,309 square feet respectively; as specifically described on Exhibit "A" attached hereto and by reference made a part hereof.

(b) Phase Two: Fifteen (15) Units as follows: Eleven (11) units consisting of 2 bedrooms/2 baths of an average size of approximately 1,350 square feet; and four units (4) consisting of 3 bedrooms/2 baths of an average size of approximately 1,550 square feet.

The Developer specifically reserves the right to make non-material changes to the legal description of each phase. The minimum and maximum Units in Phase One shall be eight (8) the minimum maximum Units in Phase Two shall be fifteen (15).

The plot plan may be modified by the Developer as to Unit or building type such as the mix of one (1) bedroom, two (2) bedroom, three (3) bedroom Units, and the number of bathrooms per Unit, and Units may be one (1) story or two (2) story units. Adjustments to the plot plan footprint to accommodate such changes in Unit or building types shall be permitted by the Developer without the consent of the Unit Owners.

1.6 Each Unit's percentage ownership in the Common Elements shall be equal to all other Units. As each phase is added, each Unit shall own a percentage ownership in the Common Elements. Common Surpluses and obligation for Common Expenses, represented by a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Units declared to Condominium ownership in the Condominium.

1.7 There shall be, a pool and pool deck.

1.8 Each Unit is entitled to one (1) vote in the Association. The ownership in the Association attributable to each Unit would be that Unit's percentage ownership, as set forth in paragraph 1.6. If any phase or phases are not developed and added as part of this Condominium, said percentage shall remain as provided in paragraph 1.6 for the phases built and submitted to the condominium form of ownership. If one or more phases are not built, the Units which are built are entitled to one hundred (100%) percent of ownership of all the Common Elements within the phases actually developed and added as part of the Condominium.

1.9 The Developer shall notify owners of existing Units of the commencement of, or decision not to add, one or more additional phases. Notice shall be by first class mail addressed to each owner at the address of the Unit or at their last known address.

1.10 The Developer is not required to convey any additional land or facilities to the Condominium after the completion of the first phase, nor is the Developer obligated to construct the subsequent phases.

1.11 Time share estates shall not be a part of this Condominium.

1.12 During the construction of this Condominium and any additional phase, the Developer shall have the right to use any portion of the Condominium Property including the Common Elements and recreation facilities for the construction, marketing and sale of Units.

1.13 Additional Phases may be added to this Condominium by the execution of an amendment to this Declaration by the Developer only, and such Amendment shall not require the execution or consent of any Unit Owners other than the Developer. Such phases may be added out of sequence.

## 2. DEFINITIONS

The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and Bylaws of the Association, shall be defined in accordance with the provisions of the Condominium Act, and as follows unless the context otherwise requires:

2.1 All other definitions except as set forth herein shall be determined by the definitions set forth in Florida Statute 718.103 as written as of the date of recording of this Declaration.

2.2 Assessment means a share of the funds which are required for the payment of common expenses, which from time to time is assessed against the Unit Owner.

2.3 Association mean Bay Pointe Villas Condominium Association, Inc., a corporation not for profit, and its successors, and as further defined in Florida Statute §718.103(2).

2.4 Association Property means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to the Association for the use and benefit of its members.

2.5 Board of Administration means the Board of Directors or other representative body which is responsible for administration of the Association.

2.6 Bylaws means the Bylaws of the Association as they exist from time to time.

2.7 Committee means a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the Association budget or take action on behalf of the Board.

2.8 Common Elements shall include:

(a) All of those items stated in the Condominium Act at Florida Statute §718.108.

(b) Tangible personal property deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association.

(c) All Condominium property not included in the Units.

2.9 Common Expenses include:

(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, Limited Common Elements, and of the portions of Units to be maintained by the Association.

(c) The costs of carrying out the powers and duties of the Association.

(d) Expenses declared Common Expenses by the provisions of this Declaration or by the Bylaws of the Association or the Condominium Act, or by Florida Statute.



(e) Any valid charge against the Condominium Property as a whole.

(f) Rentals, membership fees, operations, replacements, and other expenses of lands or possessory interests in lands purchased by the Association pursuant to Florida Statute 718.111 and Florida Statute 718.114, 1991.

2.10 Common Surplus means the excess of all receipts of the Association collected on behalf of a Condominium (including, but not limited to, assessments, rents, profits, and revenues on account of the common elements) over the common expenses.

2.11 Condominium Parcel is a Unit, together with the undivided share in the common elements which is appurtenant to the Unit.

2.12 Condominium Property means 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.

2.13 Developer means a person who creates a condominium or offers condominium parcels for sale or lease in the ordinary course of business, but does not include an owner or lessee of a Condominium Unit who has acquired his Unit for his own occupancy.

2.14 Institutional Mortgagee means a bank, life insurance company, savings and loan association, savings bank, real estate investment trust, a the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, or any institution under the conservatorship or receivership of the Resolution Trust Corporation or Federal Deposit Insurance Corporation or any such affiliate who shall have a first mortgage on the Condominium Unit.

2.15 Limited Common Elements means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as specified herein.

2.16 Operation or operation of the Condominium means and includes the administration and management of the Condominium Property.

2.17 Special Assessment means any assessment levied against Unit Owners other than the assessment required by a budget adopted annually.

2.18 Unit means a part of the Condominium Property which is subject to exclusive ownership.

2.19 Unit Owner or Owner of a Unit means the owner of a Condominium Parcel.

2.20 Utility Services shall include but not be limited to electric power, gas, water, air conditioning, and garbage, sewerage disposal, cable television, together with all other public service and convenience facilities.

2.21 Voting Certificate means a document which designates one of the record title owners, or the corporate, partnership, or entity representative, who is authorized to vote on behalf of a Condominium Unit that is owned by more than one owner or by any entity.

2.22 Voting Interest means the voting rights distributed to the Association members pursuant to Florida Statute 718.104(4)(i).

### 3. EXHIBITS

Exhibits attached to this Declaration of Condominium shall include the following:

3.1 (Exhibit "A") The legal description of the land included in the Condominium and a Survey of the land showing all existing easements and a graphic description of the improvements in which Units are located and a plot plan thereof which together with the Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, and identification of each Unit by number so that no Unit bears the same designation as any other Unit.

3.2 (Exhibit "B") The percentage ownership schedule of the Common Elements and Common Surplus and Obligation for Common Expenses.

3.3 (Exhibit "C") The Articles of Incorporation of the Association.

3.4 (Exhibit "D") The Bylaws of the Association.

3.5 (Exhibit "E") Consent of Mortgagee.

### 4. EASEMENTS AND RESERVATIONS

Easements are expressly provided for and reserved in favor of the Unit Owners, their lessees, their guests and invitees, as follows:

4.1 Utilities. Easements are reserved through the Condominium Property as may be required for utility service (including but not limited to cable T.V.) in order to serve the specific Condominium Property and Condominium Parcel,

however, such easements shall be only in accordance with the plans and specifications for the building and improvements, or as the building or improvements are actually constructed, unless approved in writing by the Board of Administration and the affected Unit Owners.

4.2 Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

4.3 Traffic. A non-exclusive easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, elevators, center cores, and other portions of the Common Elements as may be from time to time 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 may from time to time be paved and or otherwise intended for purposes of ingress, egress and access to the public ways and for such other purposes as are commensurate with need, and such easement or easements shall be for the use and benefit of the Unit Owners of the Condominium Property, and those claiming by, through or under the aforesaid Unit Owners; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated and assigned for parking purposes.

4.4 Easements and Reservations for Ingress, Egress and Utilities and Recreation. There is reserved in the Developer, his heirs, successors and assigns, the right to create utility easements and to install utilities and to use same over and across the land declared to Condominium ownership hereunder for the benefit of the Developer, his heirs, successors and assigns. Such right to create and install and use utilities shall not encumber or encroach upon any Unit or impair the exclusive use and ownership of any Unit. Such use of the lands for utilities shall be established as five feet (5') either side of the actual installed improvement. In addition, the Board of Administration by a vote of a majority of all of the Directors shall have the power and authority to move, grant, terminate or convey easements to appropriate authorities, entities or persons, public or private, for such utilities.

4.5 Reservation in the Developer to Use Facilities for Sale, Marketing, and Advertising of Units. It is contemplated that the Developer will construct and market all Units. There is hereby reserved in the Developer, its successors and assigns, the right to use the Units for the marketing, sale, and advertising of all Units constructed. This reservation is made notwithstanding the use restrictions set forth in Paragraph 12, and such reservation is intended insofar as the

Developer, its successors and assigns, to be superior to such use restriction in Paragraph 12. Such reservation shall continue for so long as the Developer, its successors and assigns, shall own Units held for sale to the public.

## 5. UNIT BOUNDARIES

Each Unit shall include that part of the structure containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

5.1 The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(a) Upper Boundaries - The horizontal planes of the unfinished ceilings of the Unit.

(b) Lower Boundaries - The horizontal planes of the unfinished floors of the Unit.

5.2 The perimetrical boundaries of the Unit shall be the vertical planes established by the unfinished interior of the walls, doors and windows bounding the Unit extending to the intersections with each other and with the upper and lower boundaries.

5.3 Any balcony or stairway appurtenant to a Unit and so designated on the Plat shall be considered a Limited Common Element for the exclusive use of the Unit to which it is appurtenant shall not be considered as part of the Unit. Any addition or attachment to such balcony or stairway shall be at the sole cost, expense, and maintenance of the Unit Owner of the Unit.

5.4 Each Unit shall be identified by the use of a letter, number, or any combination thereof, all of which are graphically described in Exhibit "A" attached hereto and made a part hereof.

## 6. APPURTENANCES TO UNITS

6.1 The owner of each Unit shall own an undivided share and interest in the Condominium Property, which shall include an undivided share in the Common Elements and Common Surplus, the exclusive right to use the portion of the Common Elements as provided herein, the easements herein provided, and the right of exclusive use of his Unit subject to the rights of the Association, which his Unit is a part, which share and interest shall be appurtenant to the Unit, said undivided interest in the Condominium Property and the Common Elements and Common Surplus being as designated and set forth in Exhibit "B" attached hereto and made a part hereof.

6.2 Limited Common Elements

(a) Automobile Parking Space. The Parking Spaces shall be a Limited Common Element. The Developer reserves the right to assign Parking Spaces. In the event a specific Parking Space is assigned in connection with the sale of a Unit by the Developer, the right to the exclusive use of the said designated Parking Space shall pass as an appurtenance to the Unit, and shall be evidenced by an "Assignment of Use" separate from the deed, and the Association shall not thereafter reassign or change the said Unit Owner's Parking Space without the Unit Owner's written consent, provided, further, said Unit Owner shall not transfer or assign use of the said Parking Space except in connection with the sale or transfer of the Condominium Unit.

6.3 Air Space. An easement for the use of the air space appurtenant to a Unit as it exists at any particular time and as the Unit may lawfully be altered from time to time.

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 Units

(a) By The Association. The Association shall maintain, repair and replace at the Association's expense:

- (1) All Common Elements and Limited Common Elements.
- (2) All portions of a Unit contributing to the support of the building, except interior surfaces, which portions shall include but not be limited to load-bearing columns, load-bearing walls and roofs.
- (3) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services contained in the Unit.
- (4) All incidental damage caused to a Unit by reason of maintenance, repair and replacement accomplished pursuant to the provisions of 7.1(a) (1), (2), and (3) above.
- (5) Surface Water Management System The Association shall be responsible for the operation, maintenance and repair of any Surface Water Management System ("SWMS"), including lakes,

retention areas, culverts, ponds and/or related appurtenances which may be located within the Condominium Property, all in accordance with the regulations as are promulgated from time to time by the Southwest Florida Water Management District.

(b) By The Unit Owner. The responsibility of the Unit Owner for maintenance, repair and replacement shall be as follows:

(1) To maintain, repair and replace at the Unit Owner's expense all portions of the Unit, including but not limited to, the water heater, air handlers and the air conditioning and heating unit which services the Unit Owner's Unit. Included within the responsibility of the Unit Owner shall be all windows, screens and doors opening into or onto the Unit, sliding glass doors opening into or onto the Unit, carpeting, electrical fixtures and appliances in the Units, non-supporting walls and partitions, all contents of the Unit and built-in cabinets in the Units. All such maintenance, repair and replacement shall be done without disturbing the rights of other Unit Owners and shall be of a design, quality specification and decor consistent with the Condominium Property.

(2) A Unit Owner shall not modify, alter, or otherwise decorate or change the appearance, decor or demeanor of any portion of the Condominium Property, windows, doors, or screens, nor shall any Unit Owner attach any thing or fixture to the Condominium Property or exterior of the Unit without the prior approval, of the owners of record of seventy-five percent (75%) of the Units, and the prior approval seventy-five percent (75%) of the Board of Directors of the Association.

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

7.2 Parking Spaces and Storage Spaces. The Association shall maintain and repair at the Association's expense all parking spaces, covered and uncovered, and Storage Spaces including those which have been assigned as an appurtenance to a Unit.

7.3 Alteration and Improvement. After the completion of the improvements included in the Condominium Property which are contemplated in this Declaration, there shall be no material alteration or substantial additions to the Common Elements or to the real property, which is Association property without the prior approval of seventy-five (75%) percent of the total voting interests of the Association. The cost of such alteration or improvement shall be a common expense and so assessed. Any such alteration or improvement shall not

interfere with the rights of any Unit Owner respecting the use of his Unit without his consent.

## 8. ASSESSMENTS AND COMMON EXPENSES

8.1 Common Expenses. Each Unit Owner shall be liable for the share of the Common Expenses in the same percentage as is shown on Exhibit "B".

8.2 Assessments. The making and collection 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 of the Association, subject to the following provisions:

(a) Interest and Late Charge: Application of Payments. Assessments and installments on such assessments paid on or before five (5) days after the date when due, shall not bear a late charge, but all sums not paid on or before five (5) days after the date when due shall bear an Administrative late fee of \$25.00. All payments on accounts shall be first applied to any Administrative late fee(s), then to costs and attorney's fees, and then to the delinquent assessment payment first due.

(b) Lien For Assessments. The Association shall have a lien against each Condominium Parcel for any unpaid assessments, including interest costs and, reasonable attorney's 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 liens may be recorded among the Public Records of the County where located by filing a claim therein which states the description of the Condominium Parcel, the name of the record owner, the name and address of the Association, and the amount claimed to be due, and the due dates and said lien shall continue in effect until all sums secured by the lien, shall have been paid or one (1) year from the filing of said lien, whichever shall first occur, unless within the one (1) year period an action to enforce the lien is commenced in a court of competent jurisdiction. 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. A Unit Owner, regardless of how his title has been acquired, including a purchaser at a judicial sale, is liable for all assessments which come due while he is the Unit Owner. The grantee is jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. A first mortgagee who acquires title to the Unit by foreclosure or by deed in lieu



of foreclosure is liable for the unpaid assessments in accordance with Florida Statutes §718.116 as Amended.

8.3 Collection. The Association shall have the power and authority to charge, assess and collect all fees, charges and assessments allowed by this Declaration, Florida law, the Articles or Bylaws from Unit Owners and shall be entitled to use such remedies for collection as are allowed by this Declaration, Articles, Bylaws and the laws of the State of Florida.

8.4 Lien for Easements. The obligation for the care, replacement, maintenance and repair of any easement which is a part of the Condominium Property or appurtenant to the Condominium Property shall be a common expense shared by the Unit Owners in the same proportion as a Common Expense for which there shall be a lien established in accordance with paragraph 8.2(a) herein.

## 9. ASSOCIATION

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

9.1 Membership and Voting Rights in Association. Membership of each Unit Owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and Bylaws of the Association. 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 vote in the Association.

9.2 Articles of Incorporation. A copy of the Articles of Incorporation of the Association, which sets forth its powers and duties, is attached as Exhibit "C" and made a part hereof.

9.3 Bylaws. A copy of the Bylaws of the Association is attached as an Exhibit "D" and made a part hereof.

9.4 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.

9.5 Association Name. The Association shall be named as provided in Paragraph 2.2 herein and shall be a corporation not for profit.



9.6 Purchase or Lease of Properties. The Association shall have the power and authority to purchase real estate, leaseholds or possessory interest therein, including memberships pursuant to Florida Statute §718.111 and §718.114.

9.7 Association's Access to Units. Each Unit Owner shall be required to keep on file with the Condominium Association, a key or keys that will allow access to the Unit in the event of emergency. Said keys shall be accessible only by designated individuals in an emergency situation. The Unit Owner hereby grants to the Association and its authorized agents access to the Unit Owner's Unit in time of emergency for the preservation of the Common Elements.

## 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 the insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Association or the insurance trustee as set forth herein.

10.2 Personal Property of Unit Owner. Unit Owners should obtain coverage at their own expense upon their personal property and improvements within their Unit not covered by the Association 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, excluding foundation and excavation costs, 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 of the Association. All such coverage, including the amount thereof and the insurance company issuing same, shall be subject to the approval of the Institutional Mortgagee holding the greatest dollar amount of first mortgages against Units in the Condominium. Coverage shall afford protection against:

- (1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and
- (2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.
- (3) Hazard policies issued to protect condominium buildings shall provide that the word "building", wherever used in the policy, shall include, but shall not necessarily be limited to fixtures, installations or additions comprising that part of the building within the unfurnished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed or replacements thereof, of like kind and quality, in accordance with the original plans and specifications or as existed at the time the Unit was initially conveyed if the original plans and specifications are not available. However, the word "building" shall not include Unit floor coverings, wall coverings or ceiling coverings, and shall not include electrical fixtures, appliances, air conditioning and heating equipment, water heaters or built in cabinets required to be replaced or repaired by the Unit Owner. With respect to the coverage provided by this Paragraph, the Unit Owner shall be considered as an additional insured under the policy.
- (b) Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired 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) Workmen's Compensation insurance to meet the requirements of law.
- (d) Flood Insurance, where required by federal or other regulatory authority.
- (e) Liability Insurance for its officers and directors or persons who are in control or disburse funds of the Association.
- (f) Such other insurance that Board of Directors of the Association shall determine from time to time to be desirable.

10.4 Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

10.5 Insurance Trustee; 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, and shall provide that all proceeds covering property losses shall be paid to the Association or a named Insurance Trustee (hereinafter referred to as the Insurance Trustee), as Trustee, or to such Trustee in Florida with Trust Powers as may be designated as Insurance Trustee from time to time by the Board of Directors of the Association when required by this Declaration. The selection of the Insurance Trustee is subject to the approval of the institutional mortgagee 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 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 and Limited Common Elements: An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements and Limited Common Elements appurtenant to the Unit as set forth on Exhibit "B" attached hereto.

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

(1) When the building is to be restored: For the Owners of damaged Units in proportion to the cost of repairing the damaged suffered by each Unit Owner, said cost to be determined by the Association.

(2) When the building is not to be restored: An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements 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:

- (1) Its mortgage is not in good standing and is in default.
- (2) Insurance proceeds are insufficient to restore or repair the building 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 paragraph 11.1(b)(2) and 11.6(b)(2) or until there shall have been a request by a first mortgagee for such appointment.

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

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

(b) Damage.

(1) Lesser damage. If the damaged improvement is a building, and if the Units to which sixty (60%) percent of the Common Elements are appurtenant are found by the Board of Directors of the Association to be tenantable, 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.

(2) Major damage. If the damaged improvement is a building, and if Units to which sixty (60%) percent of the Common Elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired, and the Condominium will be terminated without agreement, unless within one hundred sixty (160) days after the casualty, the Owners of eighty (80%) percent of the Common Elements 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 by its Secretary 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, or in lieu thereof, according to the plans and specifications approved by the Board of Directors of the Association, and if the damaged property is in a building and reconstruction is not substantially in accordance with the original

plans and specifications, then, approval by the 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 mortgagees holding first mortgages upon all damaged Units, shall be required which approval shall not be unreasonably withheld.

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

11.4 Estimates of cost. 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. If it is determined that reconstruction and repair should occur and if the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair of the Common Elements and Limited Common Elements 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 of the Common Elements and Limited Common Elements are insufficient, assessments shall be made against all Unit Owners in the case of damage to Common Elements and Limited Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements and Limited Common Elements shall be in proportion to the Unit Owner's 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 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 \$500,000.00, 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:

(1) Association - Lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$500,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association, 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.

(2) Association - Major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$500,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association.

(3) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid to the 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 may agree.

(4) 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.

(5) 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, nor 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, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is 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 the 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 Units. This is a Residential Condominium, and therefore, each of the Units shall be occupied only as a residential private dwelling. No Unit may be divided or subdivided into a smaller Unit.

12.2 Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

12.3 Nuisances. No nuisance shall be allowed upon the Condominium Property or within a Unit, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his/her Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

12.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or a Unit, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental



bodies for maintenance, modification or repair of the Condominium Property or a Unit shall be the same as the responsibility for the maintenance and repair of the property concerned.

12.5 Leasing of Units. After approval by the Board of Directors required herein, entire Units may be rented provided the occupancy is only by the Lessee, or Lessee's family and guests. No rooms may be rented and no transient tenants (tenants of less than 90 days) shall be accommodated in any Unit. The lease of any Unit shall not release or discharge the Owner from compliance with any of Owner's obligations and duties as a Unit Owner. No lease shall be for a period of less than ninety (90) days. All of the provisions of this Declaration, and Bylaws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit to the same extent as against a Unit Owner, and a covenant shall exist upon the part of each such tenant or occupant to abide by the Rules and Regulations of the Association, the terms and provisions of the Declaration of Condominium and Bylaws, and designating the Association as the Unit Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant, which covenant shall be an essential element of any such lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not.

12.6 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the Common Elements, Limited Common Elements, or Units, except that the right is specifically reserved in the Developer 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 first mortgagee which may become the owner of a Unit, and to the Association as to any Unit which it may own.

12.7 Prohibited Vehicles. No commercial trucks or vans or other commercial vehicles shall be parked in any parking space except with the written consent of the Board of Directors of the Association, except such temporary parking spaces provided for such purpose as may be necessary to effectuate deliveries to the Condominium, the Association, Unit Owners, or residents. It is acknowledged that there are pickup trucks and vans that are not used for commercial purposes, but are family vehicles. It is not intended that such noncommercial, family vehicles be prohibited. A commercial vehicle is one with lettering or display on it or is used in a trade or business. Campers, recreation vehicles and boat trailers may be parked temporarily, not to exceed 3 days. Thereafter, Association approval from the Board of Directors must be obtained. Motorcycles, if they be a nuisance, can be prohibited by the Board of Directors.

12.8 Regulations. Reasonable Rules and Regulations concerning the use and operation of Condominium Property may be made and amended from time to time by the Board of Directors in the manner provided by its Articles of incorporation and Bylaws. Copies of such Rules and Regulations and amendments shall be furnished by the Association to all Unit Owners and residents of the Condominium.

12.9 Proviso. Until the Developer has completed all of the contemplated improvements and closed the sale of all of the Units of the Condominium, neither the Unit Owners nor the Association, nor the use of the Condominium Property shall interfere with the completion of the contemplated improvements and the sale of the Units. Developer may make such use of the unsold Units, Common Elements and common areas, as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property, and the display of signs.

12.10 Children and Pets. Children shall be allowed. The Board of Directors may establish reasonable rules from time to time respecting pets.

### 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 Units, the transfer of Units by an Owner other than the Developer shall be subject to the following provisions as long as the Condominium exists upon the land:

13.1 Transfers subject to approval. No Unit Owner, except the Developer, may either acquire or dispose of any Unit by sale, lease, gift, devise, inheritance, or other transfer of title or possession without the 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 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 of a Unit shall be obtained in the following manner:

(a) Notice to Association.

(1) Sale. A Unit Owner intending to make a bona fide sale of his Unit or any interest therein shall give to the Association 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 Unit 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.

(2) Lease. A Unit Owner intending to make a bona fide lease of Owner's Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

(3) Gift, devise, inheritance, or other transfers. A Unit Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously specified, shall give to the Association notice of the acquiring of his/her title, together with such information concerning the Unit Owner as the Association may reasonably require, and a certified copy of the instrument evidencing the Owner's title.

(4) 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 or possession of a Unit, the Association at its election and without notice may approve or disapprove the transaction, ownership, or possession. If the Association disapproves of the transaction, ownership, or possession, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(b) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale then within fifteen (15) 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. If no action is taken within fifteen (15) days by the Association, the sale is deemed approved.

(2) Lease. If the proposed transaction is a lease, then within fifteen (15) 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 a non-recordable form executed by the Association. The Association shall have the right to use as grounds for disapproval of any lease

the fact that the Unit Owner is currently delinquent in the payment of an assessment at the time the approval is sought. If no action is taken within fifteen (15) days by the Association, the sale is deemed approved.

(3) Gift, devise or inheritance; other transfers. If the Unit Owner giving notice has acquired his/her title by gift, devise or inheritance or in any other manner, 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/her Unit. If approved, the approval shall be by a certificate in recordable form executed by the Association. If no action is taken within thirty (30) days by the Association, the sale is deemed approved.

(c) Approval of corporate owner or purchaser. Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy a Unit for such use, if the Unit Owner, purchaser or lessee of a Unit is a corporation, the approval of ownership or lease by the corporation may be conditioned by requiring that all persons occupying the Unit be approved by the Association.

(d) Screening Fees. The Association shall require the deposit of a reasonable screening fee simultaneously with the giving of notice of intention to sell or lease, or of transfer by gift, devise or inheritance, for the purpose of defraying the Association's expenses and providing for the time involved in determining whether to approve or disapprove the transaction or continued ownership by a transferee, said screening fee shall be a reasonable fee to be set from time to time by the Association, which shall not exceed the maximum fee allowed by law.

13.3 Disapproval by Association. If the Association shall disapprove a transfer of ownership of a Unit, the matter shall be disposed 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 Unit by a purchaser approved by the Association, or an agreement to purchase signed on behalf of the Association by its President and attested by its Secretary, in which event the Unit Owner shall sell the Unit to the named purchaser at the price and upon the terms stated in the disapproved contract to sell, or upon mutually agreed terms.

(1) 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.

(2) 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 the agreement to purchase, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval in recordable form.

(b) Lease. If the proposed transaction is a lease, the Unit Owner shall be advised of the disapproval in writing, and the lease shall not be made.

(c) Gift, devise or inheritance; other transfers. If the Unit Owner giving notice has acquired his/her title by gift, devise or inheritance, or in any other manner, 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 Unit concerned by a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

(1) 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 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.

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

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

(4) 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/her agreement to purchase then,

notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval in recordable form, to the Unit Owners.

13.4 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association, real estate investment trust, or other institution or any 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, mortgagor's successors or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by a bank, life insurance company, savings and loan association, real estate investment trust, or other institution or institutional lender that so acquires its title. Neither shall such provisions 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. Neither shall such provisions apply to the Developer, or any person who is an officer, stockholder or director of the Developer, or to any corporation having some or all of its directors, officers or stockholders in common with the Developer, and any such person or corporation or any limited partner or general partner shall have the right to freely sell, lease, transfer or otherwise deal with the title and possession of a Unit without complying with the provisions of this section, and without the approval of the Association.

13.5 Unauthorized transactions. Any sale, lease, 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 Notice of lien or suit.

(a) A Unit Owner shall give notice, in writing, to the Association of every lien upon his/her Unit other than for authorized mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

(b) 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 Owner's Unit, such notice to be given within five (5) days after the Unit Owner shall receive knowledge or notice thereof.

(c) Failure to comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

13.7 Whenever in this section an approval is required of the Association in connection with the sale, transferring, leasing or pledging of any Unit, 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, transfer, pledging or leasing within ninety (90) days after the date of such event, or within thirty (30) days of the date upon which the purchaser, transferee or lessee 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, transfer, lease or pledge of such Unit shall be then considered valid and enforceable as having complied with this Paragraph Thirteen (13).

#### 14. PURCHASE OF UNITS BY ASSOCIATION

The Association shall have the power to purchase Units subject to the following provisions:

14.1 Decision. The decision of the Association to purchase a Unit shall be made by its directors, without the necessity of approval by its members except as is hereinafter expressly provided.

14.2 Limitation. If at any time the Association shall be the Owner or agreed purchaser of five (5) or more Units, it may not purchase any additional Units without the prior written approval of seventy-five percent (75%) of the Unit Owners eligible to vote. The limitations hereof shall not apply to Units 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 Unit plus the money due the Association, nor shall the limitation of this Paragraph apply to Units to be acquired by the Association in lieu of foreclosure of such liens if the consideration therefore does not exceed the cancellation of such lien.

#### 15. COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and Bylaws and the Rules and Regulations adopted pursuant to those documents, as they 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:

15.1 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. A Unit Owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements, by the Unit Owner.

15.2 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 the Declaration, Articles of Incorporation of the Association, the Bylaws, 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 any Court, at trial or appellate levels and administrative hearings.

15.3 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 of the Association, the Bylaws or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

## 16. AMENDMENTS

Except as provided herein, this Declaration of Condominium and the Articles and Bylaws of the Association, may be amended in the following manner:

16.1 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.

16.2 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.

16.3 A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association 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 of the Board signed by not less than twenty percent (20%) of the Unit Owners. Amendments may be proposed by the Board of Directors by action of a majority of the Board 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. Directors and Unit Owners not present in person or by proxy at the meeting considering the amendment may express their



approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary at or prior to the meeting. Except as provided herein, such approvals must be either by:

- (1) Not less than sixty-six and two-thirds percent (66-2/3%) of the entire membership of the Board of Directors and not less than sixty-six and two-thirds percent (66-2/3%) of the Voting Interest of the Association; or
- (2) Not less than sixty-six and two-thirds percent (66-2/3%) of the votes of the entire Unit Owners of the Association; or
- (3) 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.

16.4 Proviso. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair After Casualty" unless the record Owners of all mortgages upon any Condominium Property shall join in the execution of such amendment. Nor shall any amendment make any change which would in any way affect any of the rights, privileges, powers and/or options herein provided in favor of or reserved to the Developer, or any person who is an officer, stockholder or director of the Developer, or any corporation having some or all of its directors, officers or stockholders in common with the Developer, unless the Developer or any limited partner or general partner shall join in the execution of such amendment. Nor shall any amendment to this Declaration be made which would affect the Surface Water Management System, including the water management portions of the Common Elements, without the express written prior approval of the Southwest Florida Water Management District.

16.5 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 by the Secretary with the formalities of a deed, and shall be effective upon recordation thereof in the Public Records of the County and State in which the land is situate.

## 17. TERMINATION

The condominium may be terminated in the following manners, in addition to the manner provided by the Condominium Act:

17.1 Destruction. If it is determined as provided herein that the building shall not be reconstructed because of major damage, the Condominium plan of ownership shall be terminated without agreement.

17.2 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 liens 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. Provided that the approval of Owners of not less than seventy-five percent (75%) of the Common Elements, and the approval of all record Owners of liens 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 of a Unit, or of a lien encumbering a Unit, shall be irrevocable until expiration of the afore-recited 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 not approving of termination shall be exercised upon the following terms:

(a) Exercise of option. The option shall be exercised by delivery 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 Owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating Owner and shall require the purchase of all Units owned by 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 pre-existing first mortgage on 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.

17.3 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 certifying to the facts effecting the termination, said certificate to become effective upon being recorded in the Public Records of the County and State in which the land is situate.

17.4 Shares of 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.

17.5 Amendment. This section concerning termination cannot be amended without consent of all Unit Owners and of all record Owners of mortgages upon the Units.

## 18. DEVELOPER'S RESPONSIBILITY FOR ASSESSMENTS

The Developer, pursuant to Florida Statute 718.116(9)(a) 1997, is excused from the payment of the share of the common expenses and assessments related to those units for a period of time which shall be not longer than the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs. The Developer, however, will pay the portion of the common expenses incurred during this period which exceed the amount assessed other Unit Owners.

## 19. SEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any section, sub-section, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association shall not affect the validity of the remaining portions.

## 20. SUCCESSOR TO DEVELOPER'S INTERESTS

For purposes of this Declaration of Condominium, the term "Developer" shall include the person or entity declaring the property to condominium ownership and any person or entity, including the construction mortgagee, who shall succeed to the

Developer's interest in title and ownership, whether by purchase, foreclosure or deed in lieu of foreclosure and such successor shall have all of the rights and privileges of the Developer.

#### 21. RULE AGAINST PERPETUITIES

The rule against perpetuities shall not defeat a right given any person or entity by the Declaration of Condominium for the purpose of allowing Unit Owners to retain reasonable control over the use, occupancy and transfer of Units.

#### 22. JOINDER AND CONSENTS

A person who joins in or consents to the execution of this Declaration of Condominium subjects his/her interest in the condominium property to the provisions of the Declaration.

#### 23. ENFORCEABILITY

All provisions of this Declaration of Condominium are enforceable equitable servitudes, run with the land and are effective until the Condominium is terminated.

#### 24. PARTITION

The undivided share and the Common Elements which is appurtenant to a Unit shall not be separated from it and shall pass with the title to the Unit, whether or not separately described; the share and the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Units; shares and the Common Elements appurtenant to Units are undivided, and no action for Partition of the Common Elements shall lie.

#### 25. REQUIREMENTS OF FNMA AND FHLMC

Notwithstanding anything herein to the contrary set forth in this Declaration of Condominium and its attached Exhibits, the following shall prevail and be binding on all Unit Owners, the Developer, and anyone having an interest in the Condominium Property where a lender holds a mortgage upon a Unit in this Condominium and is subject to the Federal Home Loan Mortgage Corp., Federal National Mortgage Association and/or Veterans Administration regulations:

25.1 Any "right of first refusal" contained in the Condominium constituent documents shall not impair the right of a first mortgagee to:

- (a) Foreclose or take title to a Condominium Unit pursuant to the remedies provided in the mortgage, or

(b) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or

(c) Seller leases a Unit acquired by the mortgagee.

25.2 Any first mortgagee who obtains title to a Condominium Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee, except as required by Florida Statute.

25.3 Except as provided by statute in case of condemnation or substantial loss to the Units and/or common elements of the Condominium Project, unless at least two-thirds (2/3) of the first mortgagees (based on one vote for each first mortgage owned), or owners (other than the sponsor, Developer, or builder) of the individual Condominium Units have given their prior written approval, Condominium Homeowners Association shall not be entitled to:

(a) By act or omission, seek to abandon or terminate the Condominium Project;

(b) Change the pro-rata interest or obligations of any individual Condominium Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro-rata share of ownership of each Condominium Unit and the common elements;

(c) Partition or subdivide any Condominium Unit;

(d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements for the Condominium Project shall not be deemed a transfer within the meaning of this clause.);

(e) Use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to common elements) for other than the repair, replacement or construction of such Condominium Property.

25.4 All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual Condominium Units and not to the Condominium Project as a whole.

25.5 No provision of the Condominium constituent documents gives a Condominium Unit Owner, or any other party, priority over any rights of the first

mortgagee of the Condominium and Unit pursuant to its mortgage in the case of a distribution to such Unit Owner or owner of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or common elements.

25.6 If the Condominium Project is on a leasehold estate, the Condominium Unit lease is a lease or a sublease of the fee, and the provisions of such lease comply with FHLMC requirements.

25.7 All amenities (such as parking, recreation, and service areas) are a part of the Condominium Project and are covered by the mortgage at least to the same extent as are the common elements. All such common elements and amenities are fully installed, completed and in operation for use by the Condominium Unit Owners. If such amenities are not common or special elements under the Condominium Project, but are part of a PUD, of which the Condominium Project is a part, such an arrangement is acceptable provided that the warranties applicable to PUD units are all satisfied, or waivers obtained.

25.8 Unless waived pursuant to Section 718.112(2)(f) Florida Statutes, condominium dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

25.9 The Association may cancel, without penalty or cause, any contract or lease made by it before Unit Owners, other than the Developer, assume control of the Association, upon written notice to the other party.

25.10 Upon written request, the Association shall furnish the following notices to the holder, insurer or guarantor of any mortgage of any unit in the condominium:

- (a) Notice of any condemnation or casualty loss that effects a material portion of the condominium property or the applicable unit.
- (b) Notice of any delinquency and the payment of the assessments more than sixty (60) days past due as to the applicable unit.
- (c) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- (d) Notice of any proposed action which would require the consent of a percentage of mortgage holders.

25.11 Notwithstanding anything herein set forth in this Declaration of Condominium for purposes of this Declaration, the term "institutional mortgagee"

shall be construed to include the Federal Home Loan Mortgage Corp. and Federal National Mortgage Association.

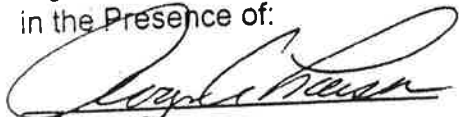
25.12 The Association shall purchase and maintain policies of insurance and fidelity bond coverage in accordance with requirements under Section 803.07P of the FNMA Conventional Home Mortgage Selling Contract supplement and the requirements of Chapter 718.112(2)(j) Florida Statutes, as Amended.

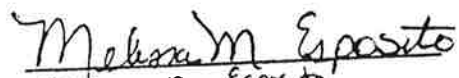
## 26. MERGER AND CONSOLIDATION

As provided by Florida Statute 718.110(7), this Condominium shall be entitled to merge or consolidate with any other condominium which may now or hereafter be created for the Units or Residential Dwellings located on the lands set forth on Exhibit "A" attached hereto. Said merger or consolidation shall allow the operation of the project though it was a single condominium for all matters, including budgets, assessments, accounting, record-keeping and similar matters. In the event of such merger or consolidation, Common Expenses for residential condominiums in such a project being operated by a single Association may be assessed against all Unit Owners in such project pursuant to the proportions or percentages established therefore in the Declarations as initially recorded or in the Bylaws as initially adopted, subject, however, to the limitations of Florida Statute 718.116 and 718.302. Such merger or consolidation shall be complete upon compliance with 718.110(7).

IN WITNESS WHEREOF, the Developer has executed this Declaration this  
1<sup>st</sup> day of July, 1998

Signed, Sealed and Delivered  
in the Presence of:

  
Roger P. Larson

  
Melissa M. Esposito

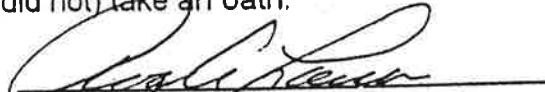
Shadow Lakes Development Company

By  (SEAL)  
Thomas Kapper President

STATE OF FLORIDA )

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of July, 1998 by Thomas Kapper, President of Shadow Lakes Development Company who is personally known to me or who has produced a drivers license as identification and who (did) (did not) take an oath.

  
NOTARY PUBLIC

06/30/98 11:49 AM  
38490.97109 / #0133579.01

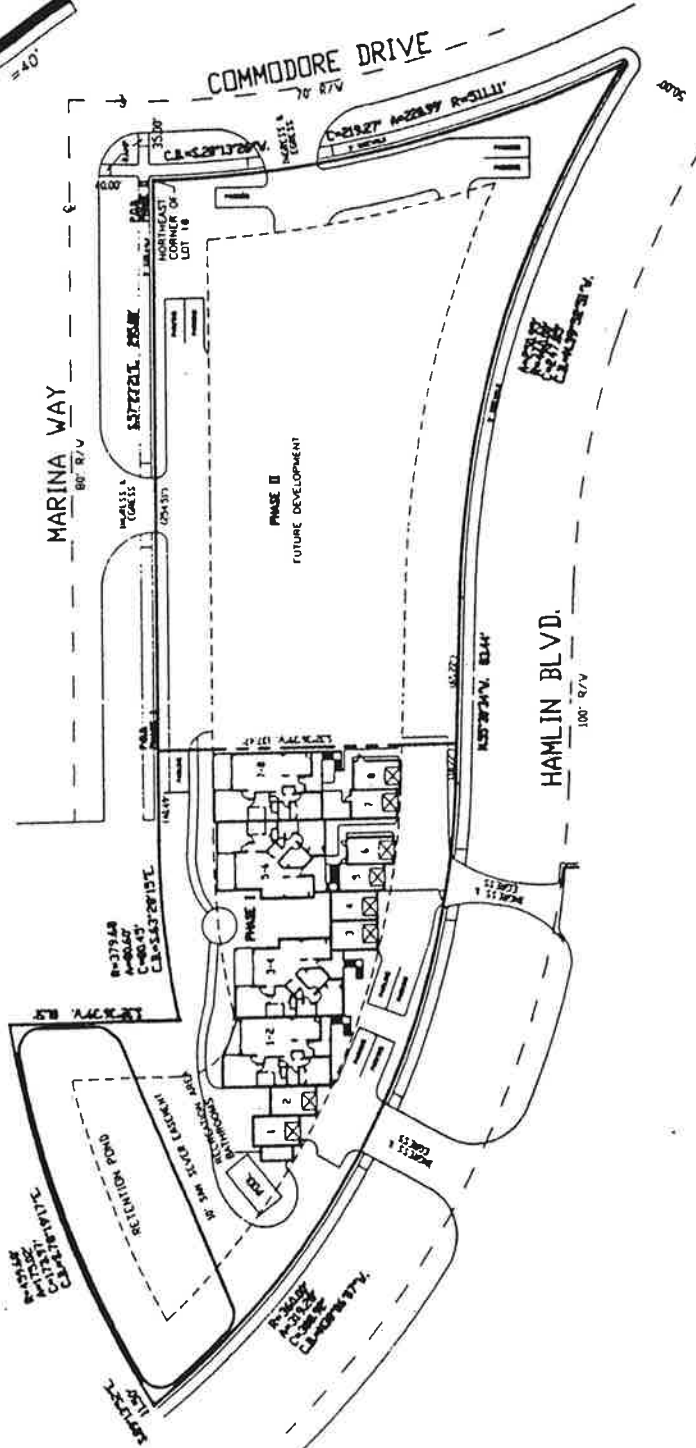


Roger A. Larson  
MY COMMISSION # CC524842 EXPIRES  
January 28, 2000  
BONDED THRU TROY FAIR INSURANCE, INC.



PINELLAS COUNTY FLA.  
OFF. REC. BK 10183 PG 770

SHEET 1 OF 5

[illegible]

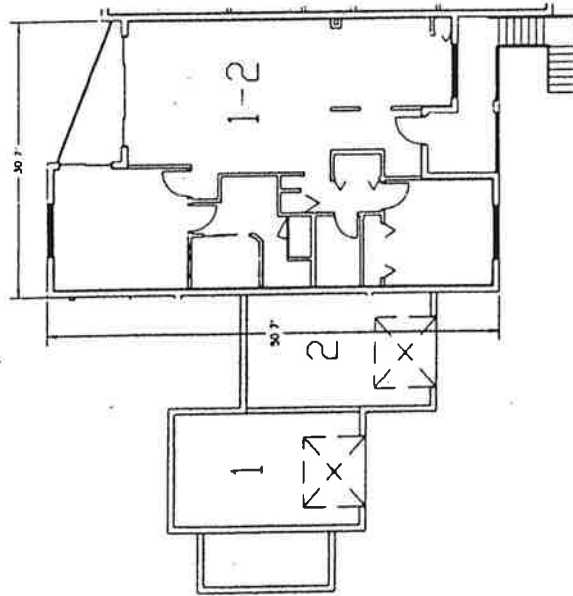
UNITS 1, 2, 3, AND 4, LOT 18; UNITS 1, 2, 3, AND 4, LOT 17; UNITS 1, 2, 3, AND 4, LOT 16;  
UNITS 1, 2, 3, AND 4, LOT 19; UNITS 1, 2, 3, AND 4, LOT 20; UNITS 1, 2, AND 3, LOT 21;  
UNITS 1, 2, 3, AND 4, LOT 19; UNITS 1, 2, 3, AND 4, LOT 20; UNITS 1, 2, AND 3, LOT 21;  
CLEARWATER COVE PHASE IV, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 84,  
PAGE 84, PUBLIC RECORDS OF HENDLER COUNTY, FLORIDA.

RECAPITULATING AS SHOWN ON Q141 OF C1, FARMWATER CONT. PHASE IV ARE TO BE VACATED

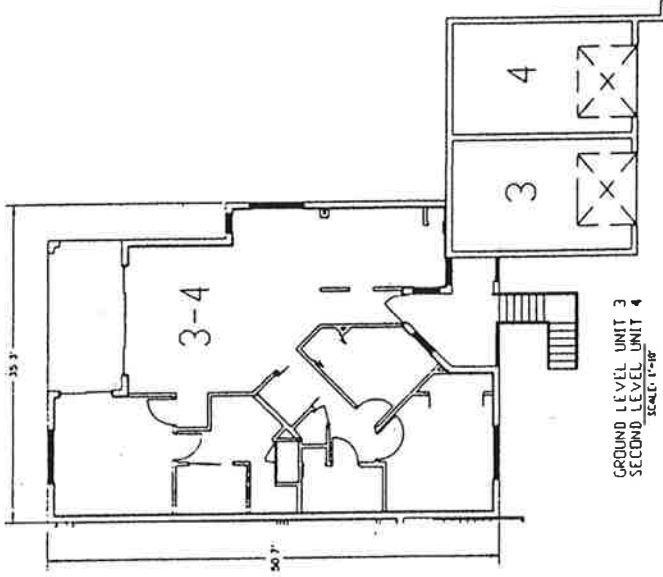
1. C. FRID DEUEL, NESTED CERTIFY THAT ON JULY 5, 1988 THE PROPERTY DESCRIBED HEREON WAS ACQUIRED BY THE STATE OF FLORIDA. THE NESTEDS ARE CORRECT. I FURTHER CERTIFY THAT THE CONSTRUCTION OF PLANNED IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES AND ACCESS TO THE WATER HAVE BEEN SUBSTANTIALLY COMPLETED. I FURTHER CERTIFY THAT UNIT 15, IN ACCORDANCE WITH THE CONDOMINIUM ACT, IS AN ACCURATE REPRESENTATION OF THE LIVING UNIT. I FURTHER CERTIFY THAT THE IMPROVEMENTS AND THAT THE DEVELOPMENT, LOCATION AND UNDERSTANDING OF THE COMMON ELEMENTS OF EACH UNIT ARE DEVELOPED IN ACCORDANCE WITH THE CONDOMINIUM ACT. THIS PLAN CONFORMS TO THE MATERIAL I FURTHER CERTIFY THAT THE CONDOMINIUM ACT, 717.00, FOR THE FLORIDA STATUTES.

**E. Fred Duval and Associates, Inc.**  
CONSULTING ENGINEERS • LAND SURVEYORS • LAND PLANNERS  
ST. PETERSBURG • ZEPHYRHILLS  
1020 FIRST AVENUE NORTH  
ST. PETERSBURG, FLORIDA 33713  
CERTIFICATE OF AUTHORIZATION L.B. # 107

# BAY POINTE VILLAS PHASE I, A CONDOMINIUM SECTION 19, TOWNSHIP 30 SOUTH, RANGE 15 EAST PINELLAS COUNTY, FLORIDA



GROUND LEVEL UNIT 1  
SECOND LEVEL UNIT 2  
SCALE: 1"=10'



GROUND LEVEL UNIT 3  
SECOND LEVEL UNIT 4  
SCALE: 1"=10'

- NOTE:
1. UNFINISHED ELEMENTS INCLUDE, BUT ARE NOT LIMITED TO, ASSIGNED PARKING SPACES AND BALCONIES.
  2. COMMON ELEMENTS INCLUDE, BUT ARE NOT LIMITED TO, EXTERIOR WALLS, THE LAND, ALL ROADWAYS, AND LIGHTING.
  3. THE UNIT BOUNDARIES ARE AS FOLLOWS:
    - A. THE UPPER BOUNDARIES SHALL BE THE UNFINISHED SURFACE OF THE CEILING.
    - B. THE LOWER BOUNDARIES SHALL BE THE UNFINISHED SURFACE OF THE FLOOR.
    - C. THE PERIMETRICAL BOUNDARIES SHALL BE THE UNFINISHED SURFACE OF THE EXTERIOR WALLS.
  4. THE UNIT BOUNDARIES SHALL BE EXTENDED TO THEIR PLANNED INTERSECTIONS WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES, TOGETHER WITH ALL EXTERIOR DOORS AND WINDOWS.

EXISTING ELEVATION CHART	
2ND FLOOR	10.43
1ST FLOOR	10.10

**C. Fred Deuel and Associates, Inc.**  
CONSULTING ENGINEERS • LAND SURVEYORS • LAND PLANNERS  
ST. PETERSBURG • ZEPHYRHILLS  
1620 FIRST AVENUE NORTH  
ST. PETERSBURG, FLORIDA 33713  
CERTIFICATE OF AUTHORIZATION L.B. # 107

# BAY POINTE VILLAS PHASE I, A CONDOMINIUM SECTION 19, TOWNSHIP 30 SOUTH, RANGE 15 EAST PINELLAS COUNTY, FLORIDA



GROUND LEVEL UNIT 5  
SECOND LEVEL UNIT 6  
SCALE: 1/8" = 1'-0"

GROUND LEVEL UNIT 7  
SECOND LEVEL UNIT 8  
SCALE: 1/8" = 1'-0"

NOTE:  
1. LIMITED COMMON ELEMENTS INCLUDE BUT ARE NOT LIMITED TO THE PERIMETER WALLS OF THE UNIT.  
2. COMMON ELEMENTS INCLUDE BUT ARE NOT LIMITED TO EXTERIOR WALLS, THE LAND, ALL ROADWAYS, AND LIGHTING FIXTURES TO ILLUMINATE THE COMMON ELEMENTS.  
3. THE UPPER BOUNDARIES SHALL BE THE UNFINISHED SURFACE OF THE CEILING OF THE UNIT.  
4. THE LOWER BOUNDARIES SHALL BE THE UNFINISHED SURFACE OF THE PERIMETER WALLS OF THE UNIT.  
5. THE PERIMETER WALLS OF THE UNIT SHALL BE EXTENDED TO THEIR PLANE INTERSECTIONS WITH EACH OTHER AND WITH ALL EXTERIOR DOORS AND WINDOWS.

EXISTING ELEVATION CHART:

2ND FLOOR=18.40

1ST FLOOR=10.07

NOTE  
ELEVATIONS INDICATED HEREIN REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929.

**E. Fred Devel and Associates, Inc.**  
CONSULTING ENGINEERS • LAND SURVEYORS • LAND PLANNERS  
ST. PETERSBURG • ZEPHYRHILLS  
1620 FIRST AVENUE NORTH  
ST. PETERSBURG, FLORIDA 33713  
CERTIFICATE OF AUTHORIZATION L.B. # 107

EXHIBIT "B"

PERCENTAGE OWNERSHIP OF COMMON ELEMENTS  
AND COMMON SURPLUS AND  
OBLIGATION FOR COMMON EXPENSES

Each unit shall own a share of the Common Elements and Common Surplus and be obligated for the obligations for Common Expenses based on a percentage created by the ratio where the numerator is 1 and the denominator is the number of units declared to condominium ownership.

0143094.01/mme



I certify the attached is a true and correct copy of the Articles of Incorporation of BAY POINTE VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on July 2, 1998, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H98000012297. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N98000003890.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Sixth day of July, 1998

Authentication Code: 098A00036046-070698-N98000003890-1/1



EXHIBIT "C"

Sandra B. Martham  
Secretary of State



PINELLAS COUNTY FLA.  
OFF REC BK 10183 PG 775

FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

July 6, 1998

BAY POINTE VILLAS CONDOMINIUM ASSOCIATION, INC.  
10825 SEMINOLE BLVD.  
LARGO, FL 33778

The Articles of Incorporation for BAY POINTE VILLAS CONDOMINIUM ASSOCIATION, INC. were filed on July 2, 1998, and assigned document number N98000003890. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number E98000012297.

A corporation annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Wanda Sampson  
Document Specialist  
New Filings Section  
Division of Corporations

Letter Number: 098A00036046