

**DECLARATION OF CONDOMINIUM
AND ASSOCIATED DOCUMENTS
FOR
W FLATS, CONDOMINIUM**

Version Change: 1/5/2021 Lease Length changed from 9 to 12 months

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DECLARATION OF CONDOMINIUM	10
PINELLAS COUNTY FL OFF. REC BK 14051 PG 2047	10
DECLARATION OF CONDOMINIUM	11
1 INTRODUCTION AND SUBMISSION.	12
1.1 THE LAND.	12
1.2 SUBMISSION STATEMENT.	12
1.3 NAME.	12
1.4 EFFECT	12
1.5 EFFECTIVE DATE; STATUS OF CONDOMINIUM UNITS.	12
2. DEFINITIONS.	13
2.1 "ACT"	13
2.2 "ARTICLES"	13
2.3 "ASSESSMENT"	13
2.4 "ASSOCIATION" OR "CONDOMINIUM ASSOCIATION"	13
2.5 "ASSOCIATION PROPERTY"	13
2.6 "BOARD" OR "BOARD OF DIRECTORS"	13
2.7 "BUILDING"	13
2.8 "BY-LAWS"	13
2.9 "COMMON ELEMENTS"	13
2.10 "COMMON EXPENSES"	14
2.11 "COMMON SURPLUS"	14
2.12 "CONDOMINIUM PARCEL"	15
2.13 "CONDOMINIUM PROPERTY"	15
2.14 "COUNTY"	15
2.15 "DECLARATION" OR "DECLARATION OF CONDOMINIUM"	15
2.16 "DEVELOPER"	15
2.17 "IMPROVEMENTS"	15
2.18 "INSTITUTIONAL FIRST MORTGAGEE"	15
2.19 "LAND"	16
2.20 "LIMITED COMMON ELEMENTS"	16
2.21 "PRIMARY INSTITUTIONAL FIRST MORTGAGEE"	16
2.22 "RESIDENTIAL UNIT"	16
2.23 "RESIDENTIAL UNIT OWNER"	16
2.24 "UNIT"	16
2.25 "UNIT OWNER" OR "OWNER OF UNIT" OR "OWNER"	16
2.26 "UTILITY SERVICE"	16
3. DESCRIPTION OF CONDOMINIUM.	16
3.1 IDENTIFICATION OF UNITS.	16
3.2 UNIT BOUNDARIES.	17
3.3 LIMITED COMMON ELEMENTS.	18
3.4 EASEMENTS.	22
(a) <i>Support</i>	22
(b) <i>Utility and Other Services; Drainage</i>	22
(c) <i>Encroachments</i>	23

(d) <i>Ingress and Egress</i>	23
(e) <i>Construction</i>	23
(f) <i>Sales Activity</i>	23
(g) <i>Additional Easements</i>	24
(h) <i>Easement For Services</i>	24
4. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS	25
5. OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND SHARE OF COMMON EXPENSES; VOTING RIGHTS	25
5.1 FRACTIONAL OWNERSHIP AND SHARES.....	25
5.2 VOTING.....	25
6. AMENDMENTS	25
6.1 BY THE ASSOCIATION.....	26
6.2 AMENDMENTS PRIOR TO DEVELOPER TURNOVER OF ASSOCIATION.....	26
6.3 EXECUTION AND RECORDING.....	26
6.4 PROVISO.....	27
6.5 CERTAIN AMENDMENTS REQUIRING OWNER APPROVAL.....	27
6.6 MORTGAGEE APPROVAL.....	28
7. MAINTENANCE, REPAIRS AND REPLACEMENTS TO UNITS	29
7.1 REPAIRS OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.....	29
7.2 PARKING SPACES.....	30
7.3 PERSONAL PROPERTY, EQUIPMENT, FIXTURES; SPECIFIC UNIT OWNER RESPONSIBILITY.....	30
7.4 USE OF LICENSED AND INSURED CONTRACTORS.....	30
8. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE ASSOCIATION	30
8.1 LIENS AGAINST CONDOMINIUM PROPERTY.....	31
8.2 EXECUTION OF DOCUMENTS REQUIRED BY LOCAL OR STATE GOVERNMENTS.....	31
9. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY UNIT OWNER	32
9.1 CHANGE TO COMMON ELEMENTS OR TO LIMITED COMMON ELEMENTS; CONSENTS AND PERMITS.....	32
9.2 CHANGES TO FLOORING WITHIN VERTICALLY-STACKED UNIT.....	32
9.3 ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY DEVELOPER.....	33
9.4 CONSTRUCTION LIENS.....	33
10. CHANGES IN DEVELOPER-OWNED UNITS	33
11. OPERATION OF THE CONDOMINIUM BY THE ASSOCIATION; POWERS AND DUTIES	34
11.1 POWERS AND DUTIES.....	34
11.2 PRIORITY: CONFLICTING PROVISIONS IN DECLARATIONS, ARTICLES AND BY-LAWS.....	35
11.3 LIMITATION UPON LIABILITY OF ASSOCIATION.....	36
11.4 RESTRAINT UPON ASSIGNMENT OF SHARES IN ASSETS.....	36
11.4 APPROVAL OR DISAPPROVAL OF MATTERS.....	36
11.5 ACTS OF THE ASSOCIATION.....	36

12.	DETERMINATION OF COMMON EXPENSES AND PREPARATION OF BUDGET; FIXING OF ASSESSMENTS; RESERVES IN WORKING CAPITAL ACCOUNTS.	37
12.1	WORKING CAPITAL FOR CAPITAL EXPENSES AND DEFERRED MAINTENANCE.....	37
13.	COLLECTION OF ASSESSMENT.....	38
13.1	LIABILITY FOR ASSESSMENTS.	38
13.2	DEFAULT IN PAYMENT OF ASSESSMENTS FOR COMMON EXPENSES.	38
13.3	NOTICE OF INTENTION TO FORECLOSE LIEN.	39
13.4	APPOINTMENT OF RECEIVER TO COLLECT RENTAL.	40
13.5	INSTITUTIONAL FIRST MORTGAGEE.	40
13.6	DEVELOPER'S LIABILITY FOR ASSESSMENTS.	41
13.7	CERTIFICATE OF UNPAID ASSESSMENTS.....	42
13.8	INSTALLMENTS.....	42
13.9	FEES FOR USE OF COMMON ELEMENTS.	42
14.	INSURANCE.	42
14.1	PURCHASE, CUSTODY AND PAYMENT.	42
(a)	<i>Purchase</i>	42
(b)	<i>Mortgagees</i>	42
(c)	<i>Named Insured</i>	43
(d)	<i>Custody of Policies and Payment of Proceeds</i>	43
(e)	<i>Copies to Mortgagees</i>	43
(f)	<i>Personal Property and Liability</i>	43
14.2	COVERAGE.....	43
(a)	<i>Casualty</i>	43
(b)	<i>Liability</i>	44
(c)	<i>Worker's Compensation and other mandatory insurance, when applicable</i>	45
(d)	<i>Flood Insurance</i>	45
(e)	<i>Fidelity Insurance</i>	45
(f)	<i>Association Property</i>	45
(g)	<i>Such Other Insurance</i>	45
14.3	ADDITIONAL PROVISIONS.	45
14.4	PREMIUMS.....	46
14.5	UNIT OWNER COVERAGE.....	46
14.6	INSURANCE TRUSTEE:.....	46
(a)	<i>Insured Property</i>	46
(b)	<i>Optional Property</i>	47
(c)	<i>Mortgagees</i>	47
(d)	<i>Certificate</i>	47
14.7	DISTRIBUTION OF PROCEEDS.....	47
(a)	<i>Expenses of the Trust</i>	47
(b)	<i>Reconstruction or Repair</i>	47
(c)	<i>Failure to Reconstruct or Repair</i>	48
14.8	DAMAGE NOT COVERED.....	48
14.9	ASSOCIATION AS AGENT.	48
14.10	UNIT OWNERS' PERSONAL COVERAGE.	48

14.11	BENEFIT OF MORTGAGEES	48
14.12	INSURANCE TRUSTEE OPTIONAL.....	49
15.	RECONSTRUCTION OR REPAIR AFTER FIRE OR OTHER CASUALTY.	49
15.1	DETERMINATION TO RECONSTRUCT OR REPAIR.	49
15.2	PLANS AND SPECIFICATIONS.	50
15.3	SPECIAL RESPONSIBILITIES.	50
(a)	<i>Special Responsibility.</i>	50
(b)	<i>Disbursement.</i>	51
15.4	ASSESSMENTS.....	52
15.5	BENEFIT OF MORTGAGEES.	52
16.	CONDEMNATION.....	52
16.1	DEPOSIT OF AWARDS WITH INSURANCE TRUSTEE.....	52
16.2	DETERMINATION WHETHER TO CONTINUE CONDOMINIUM.....	53
16.3	DISBURSEMENT OF FUNDS.	53
16.4	UNIT REDUCED BUT HABITABLE UPON RESTORATION (CURE).....	53
(a)	<i>Restoration of Unit.</i>	53
(b)	<i>Distribution of Surplus.</i>	53
(c)	<i>Adjustment of Shares in Common Elements</i>	54
16.5	UNIT MADE UNINHABITABLE.....	54
(a)	<i>Payment of Award.</i>	54
(b)	<i>Addition to Common Elements</i>	54
(c)	<i>Adjustment of Shares.</i>	55
(d)	<i>Assessments.</i>	55
(e)	<i>Arbitration</i>	55
16.6	TAKING OF COMMON ELEMENTS.....	56
16.7	AMENDMENT OF DECLARATION.	56
17.	OCCUPANCY AND USE RESTRICTIONS.....	56
17.1	USE OF THE UNITS.....	56
17.2	CHILDREN.	56
17.3	PETS.....	56
17.4	ALTERATIONS.	57
17.5	USE OF COMMON ELEMENTS.	58
17.6	NUISANCES.	58
17.7	NO IMPROPER USES.	58
17.8	LEASES.	59
17.9	EXTERIOR IMPROVEMENTS: LANDSCAPING.	59
17.10	EFFECT ON DEVELOPER, ASSOCIATION.....	59
17.11	RULES AND REGULATIONS.....	60
18.	SELLING, TRANSFERRING AND MORTGAGING OF UNITS.....	60
18.1	SALES.....	60
18.2	NO SEVERANCE OF OWNERSHIP.	60
18.3	GIFTS AND DEVISES. ETC.	60

18.4	MORTGAGE OF UNITS.....	60
19.	COMPLIANCE AND DEFAULT.....	61
19.1	NEGLIGENCE.....	61
19.2	COMPLIANCE.....	61
19.3	FINES.....	61
19.4	COSTS AND ATTORNEYS' FEES.....	63
19.5	NO WAIVER OF RIGHTS.....	63
20.	TERMINATION OF CONDOMINIUM.....	63
21.	ADDITIONAL RIGHTS OF MORTGAGEES AND OTHERS.....	64
21.1	INSTITUTIONAL FIRST MORTGAGEES SHALL HAVE THE RIGHT, UPON WRITTEN REQUEST TO THE.....	64
21.2	ANY HOLDER, INSURER OR GUARANTOR OF MORTGAGE ON UNIT SHALL HAVE, IF FIRST 3,.....	64
21.3	THE APPROVAL, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD, OF NOT LESS THAN.....	64
22.	COVENANT RUNNING WITH THE LAND.....	64
23.	ADDITIONAL PROVISIONS.....	65
23.1	NOTICES.....	65
23.2	INTERPRETATION.....	65
23.3	MORTGAGEES.....	65
23.4	EXHIBITS.....	66
23.5	SIGNATURE OF PRESIDENT AND SECRETARY.....	66
23.6	GOVERNING LAW.....	66
23.7	SEVERABILITY.....	66
23.8	WAIVER.....	66
23.9	RATIFICATION.....	66
23.10	EXECUTION OF DOCUMENTS; ATTORNEY-IN—FACT.....	66
23.11	GENDER; PLURALITY.....	67
23.12	CAPTIONS.....	67
23.13	ACCESS OF DEVELOPER TO BUILDING AND UNITS.....	67
23.14	PARKING REQUIREMENTS.....	67
23.15	UNIT COMBINATIONS.....	67
23.16	IMPLIED AND EXPRESS WARRANTIES.....	68
24.	MANDATORY NONBINDING ARBITRATION OF DISPUTES.....	69
	EXHIBIT A-1 LEGAL DESCRIPTION OF THE LAND.....	73
	EXHIBIT A-2 SURVEY, GRAPHIC DESCRIPTION, PLOT PLAN.....	73
	EXHIBIT A-2 SURVEY, GRAPHIC DESCRIPTION, PLOT PLAN.....	76
	EXHIBIT A-3 SCHEDULE OF UNDIVIDED FRACTIONAL INTERESTS IN COMMON ELEMENTS, COMMON SURPLUS AND COMMON EXPENSES.....	77
	EXHIBIT A-4 ARTICLES OF INCORPORATION.....	77
	ARTICLE 1 NAME AND ADDRESS.....	77
	ARTICLE 2 PURPOSE.....	78
	ARTICLE 3 DEFINITIONS.....	78
	ARTICLE 4 POWERS.....	78
4.1	General.....	78

4.2	<i>Enumeration</i>	78
4.3	<i>Condominium Property</i>	79
4.4	<i>Distribution of Income; Dissolution</i>	79
4.5	<i>Limitation</i>	79
ARTICLE 5 MEMBERS		79
5.1	<i>Membership</i>	79
5.2	<i>Assignment</i>	80
5.3	<i>Voting</i>	80
5.4	<i>Meetings</i>	80
ARTICLE 6 TERM OF EXISTENCE		80
ARTICLE 7 INCORPORATOR		80
ARTICLE 8 OFFICERS		80
ARTICLE 9 DIRECTORS		81
9.1	<i>Number and Qualification</i>	81
9.2	<i>Duties and Powers</i>	81
9.3	<i>Election; Removal</i>	81
9.4	<i>Term of Developer's Directors</i>	81
9.5	<i>First Directors</i>	81
ARTICLE 10 INDEMNIFICATION		82
10.1	<i>Indemnity</i>	82
10.2	<i>Expenses</i>	82
10.3	<i>Advances</i>	82
10.4	<i>Miscellaneous</i>	83
10.5	<i>Insurance</i>	83
10.6	<i>Amendment</i>	83
ARTICLE 11 BYLAWS.....		83
ARTICLE 12 AMENDMENTS.....		83
12.1	<i>Notice</i>	83
12.2	<i>Adoption</i>	83
12.3	<i>Limitation</i>	84
12.4	<i>Developer Amendments</i>	84
12.5	<i>Recording</i>	84
ARTICLE 13 INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT		84
EXHIBIT A-5 TO DECLARATION OF CONDOMINIUM BYLAWS FOR ASSOCIATION		87
1.	IDENTITY.....	87
1.1	<i>Principal Office</i>	87
1.2	<i>Fiscal Year</i>	87
1.3	<i>Seal. The seal of the Association shall bear the name of the corporation, the word</i>	87
2.	DEFINITIONS.....	87
3.	MEMBERS.....	87
3.1	<i>Annual Meeting</i>	87
3.2	<i>Special Meetings</i>	88
3.3	<i>Notice of Meeting; Waiver of Notice</i>	88
3.4	<i>Quorum</i>	88
3.5	<i>Voting</i>	89

3.6	<i>Proxies</i>	89
3.7	<i>Adjourned Meetings</i>	90
3.8	<i>Order of Business</i>	90
3.9	<i>Minutes of Meeting</i>	91
3.10	<i>Action Without Meeting</i>	91
3.11	<i>Unit Owner Participation</i>	91
4.	DIRECTORS.....	91
4.1	<i>Membership</i>	91
4.2	<i>Election of Directors</i>	92
4.3	<i>Vacancies and Removal</i>	93
4.4	<i>Term</i>	95
4.5	<i>Organizational Meeting</i>	95
4.6	<i>Regular Meetings</i>	95
4.7	<i>Special Meetings</i>	95
4.8	<i>Waiver of Notice</i>	96
4.9	<i>Quorum</i>	96
4.10	<i>Adjourned Meetings</i>	96
4.11	<i>Joinder in Meeting by Approval of Minutes</i>	97
4.12	<i>Presiding Officer</i>	97
4.13	<i>Order of Business</i>	97
4.14	<i>Minutes of Meetings</i>	97
4.15	<i>Executive Committee</i>	97
4.16	<i>Proviso</i>	98
5.	POWERS AND DUTIES.....	101
6.	OFFICERS.....	104
6.1	<i>Executive Officers</i>	104
6.2	<i>President</i>	104
6.3	<i>Vice President</i>	104
6.4	<i>Secretary</i>	104
6.5	<i>Treasurer</i>	105
6.6	<i>Other</i>	105
6.7	<i>Developer Appointees</i>	105
7.	COMPENSATION.....	105
8.	RESIGNATIONS.....	105
9.	FISCAL MANAGEMENT.....	105
9.1	<i>Budget</i>	105
9.2	<i>Assessments</i>	107
9.3	<i>Assessments for Emergencies</i>	108
9.4	<i>Late Assessments</i>	108
9.5	<i>Depository</i>	108
9.6	<i>Acceleration of Installments Upon Default</i>	108
9.7	<i>Enforcement of Assessments</i>	109
9.8	<i>Fidelity Bonds</i>	109
9.9	<i>Accounting Records and Reports</i>	109
9.10	<i>Application of Payment</i>	110
9.11	<i>Notice of Meetings</i>	110

- 10. ROSTER OF UNIT OWNERS..... 110
- 11. PARLIAMENTARY RULES..... 110
- 12. AMENDMENTS..... 110
 - 12.1 Notice..... 111
 - 12.2 Adoption..... 111
 - 12.3 Proviso..... 111
 - 12.4 Execution and Recording..... 111
- 13. RULES AND REGULATIONS..... 111
- 14. CONSTRUCTION..... 112
- 15. CAPTIONS..... 112
- 16. OFFICIAL RECORDS..... 112
- 17. MANDATORY NONBINDING ARBITRATION OF DISPUTES..... 113

EXHIBIT A-6 RULES AND REGULATIONS..... 116

- A. GENERAL RULES WITHIN CONDOMINIUM..... 116
- B. RULES FOR UNIT OWNER PARTICIPATION IN BOARD OF DIRECTORS..... 119
 - MEETINGS, BUDGET COMMITTEE MEETINGS, AND MEETINGS OF ANY..... 119
 - COMMITTEE AUTHORIZED TO TAKE ACTION ON BEHALF OF THE BOARD;..... 119
 - LOCATION FOR POSTING NOTICES OF MEETINGS..... 119
 - I. RIGHT TO SPEAK:..... 119
 - II. RIGHT TO VIDEO OR AUDIOTAPE:..... 120
 - III. LIMITATION ON THE ASSOCIATION’S OBLIGATION TO RESPOND TO..... 121
 - WRITTEN INQUIRIES: THE ASSOCIATION SHALL NOT BE OBLIGATED TO..... 121
 - RESPOND TO MORE THAN ONE WRITTEN INQUIRY FROM UNIT OWNER FILED..... 121
 - BY CERTIFIED MAIL IN ANY GIVEN 30-DAY PERIOD. ANY ADDITIONAL INQUIRY..... 121
 - OR INQUIRIES SHALL BE RESPONDED TO IN THE SUBSEQUENT 30-DAY PERIOD OR..... 121
 - PERIODS..... 121
 - IV. ALL NOTICES OF MEMBERSHIP, DIRECTORS, AND COMMITTEE..... 121
 - MEETINGS AT WHICH UNIT OWNERS ARE ENTITLED TO PARTICIPATE WILL BE..... 121
 - POSTED IN OWNERS’ STORAGE LOCKER ROOM..... 121

**DECLARATION OF CONDOMINIUM
AND ASSOCIATED DOCUMENTS
FOR
W FLATS, CONDOMINIUM
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PINELLAS COUNTY FL OFF. REC BK 14051 PG 2047

CONDOMINIUM DOCUMENTS

CONDOMINIUM: FLATS, Condominium

205 5th Avenue, N.

St. Petersburg, FL 33701

DEVELOPER: at Palladium Flats, LLC

PO. Box 7598

St. Petersburg, FL 33734

ASSOCIATION: Flats Condominium Association, Inc.

Florida not-for-profit Corporation

PO. Box 598

St. Petersburg, FL 33734

ESCROW

AGENT: Bradley J. Wood, RA.

2639 Dr. M.L.King, Jr. Street, N.

St. Petersburg, FL 33704

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**DECLARATION OF CONDOMINIUM
OF
FLATS, CONDOMINIUM**

at Palladium Flats, LLC, Florida limited liability company (hereinafter called
the "Developer") does hereby declare as follows:

UNOFFICIAL COPY

1 Introduction and Submission.

1.1 The Land.

The Developer owns the fee title to certain land located in Pinellas County, Florida (the "Land"), as more particularly described in Exhibit "A—I" hereto, the survey and legal description of such Land.

1.2 Submission Statement.

The Developer hereby submits the Land and all improvements erected or to be erected thereon, and all rights and appurtenances belonging thereto, to the condominium form of ownership and use in the manner provided for in Chapter 718, Florida Statutes, known and hereinafter referred to as the Florida Condominium Act, as it exists on the date hereof. Without limiting any of the foregoing, no property, whether real, personal or mixed, not located within or upon the Land shall for any purposes be deemed part of the Condominium or be subject to the jurisdiction of the Association, the operation and effect of the Florida Condominium Act or any rules or regulations promulgated pursuant thereto.

1.3 Name.

The name by which this condominium is to be identified is FLATS, CONDOMINIUM (hereinafter called the "Condominium").

1.4 Effect

All restrictions, reservations, covenants, conditions, and easements herein shall create covenants running with the land which shall be binding on the Developer and all its successors and assigns until the Condominium is terminated, or until such other time as stated herein. All provisions of this Declaration, and any properly adopted amendments thereto, are also enforceable equitable servitudes until termination of the Condominium, or until such other time as stated herein.

1.5 Effective Date; Status of Condominium Units.

This Declaration shall be effective, and all Units described in this Declaration as being in or on the above described Land shall come into existence, upon recording of this Declaration in the public records of Pinellas County. Units described herein shall exist upon the date of such recording of this Declaration, regardless Of the state Of completion of planned improvements in which the Units are or will be located.

2. Definitions.

The following terms when used in this Declaration and in its exhibits, as they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates different meaning:

2.1 "Act"

means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists of recordation of this Declaration of Condominium.

2.2 "Articles"

or "Articles of Incorporation" mean the Articles of Incorporation of the Association, as amended from time to time.

2.3 "Assessment"

means share of the funds which are required for the payment of Common Expenses which from time to time are assessed against the Unit Owner.

2.4 "Association" or "Condominium Association"

means Flats Condominium Association, Inc., Florida corporation not for profit, the entity responsible for the operation of the Condominium, for the operation of Common Elements owned in undivided shares by Unit Owners, and the operation and maintenance of other real property in which the Condominium Unit Owners have use rights

2.5 "Association Property"

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

2.6 "Board" or "Board of Directors"

means the Board of Directors of the Association.

2.7 "Building"

means the structure or structures situated on the Condominium Property in which the Units are located. Certain Common Elements, or certain Limited Common Elements may also be located within such structure or structures.

2.8 "By-Laws"

mean the By—Laws of the Association, as amended from time to time.

2.9 "Common Elements"

means and includes: The portions of the Condominium Property not part of the Units, including, without limitation, the following facilities or interests, where applicable:

- (a) Easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures within the Unit boundaries used to furnish or support Utility Services and/or heating, cooling, ventilation or other services to either more than one (1) Unit, or to the Common Elements, or to Limited Common Elements, together with related property and installations outside of the Unit;
- (b) An easement of support in every portion of Unit that contributes to the support of either the Building, other Units, or any part of the Common Elements;
- (c) The property and installations required for the furnishings of utilities and other services to more than one Unit or to the Common Elements;
 ((1) Any other parts of the Condominium Property designated as Common Elements in this Declaration or the Act.

2.10 “Common Expenses”

means all expenses and assessments properly incurred by the Association, including, but not limited to: (1) expenses of administration and management of the Condominium Property; (2) expenses of maintenance, operation, protection, repair or replacement of Common Elements and Association Property, including all costs of electricity, water, gas, trash and garbage collection and sewage service for the Condominium; (3) expenses declared to be Common Expenses by the provisions of this Declaration or by the By—Laws or by the Act; (4) any valid charge against the Condominium as whole; and (5) the costs of carrying out the powers and duties of the Association. Common Expenses also include reasonable transportation services, insurance for directors and officers, pavement maintenance and operation expenses, in-house communications, security services, and pest control services to the Common Elements, which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the Common Elements or property of the Condominium, and the cost of master antenna television system or duly franchised cable television service obtained pursuant to bulk contract.

2.11 “Common Surplus”

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

2.12 “Condominium Parcel”

means Unit, together with the undivided share in the Common Elements and, if applicable, in the Limited Common Elements which is appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.

2.13 “Condominium Property”

means the land, improvements and other personal property described in subsections 1.1 and 1.2 hereof, subject to the limitations -' thereof and exclusions therefrom.

2.14 “County”

means Pinellas County, State of Florida.

2.15 “Declaration” or “Declaration of Condominium”

means this instrument, and all exhibits attached thereto, as it may be amended from time to time.

2.16 “Developer”

means WW at Palladium Flats, L.L.C., Florida limited liability company, its successors, and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or portion of its rights hereunder, or all or portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer as are specifically assigned to it. Any such assignment may be made on non-exclusive basis.

2.17 “Improvements”

mean all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Building.

2.18 “Institutional First Mortgagee”

means bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association (“FNMA”), the Federal Home Loan Mortgage Corporation (“FHLMC”) or any other lender generally recognized as an institutional lender, or the Developer, holding first mortgage on Unit or Units. “Majority of Institutional First Mortgagees” shall mean and refer to Institutional First Mortgagees of Units by which greater than one-half (1/2) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are encumbered.

2.19 “Land”

means the real property upon which the Improvements have been constructed.

2.20 “Limited Common Elements”

means those Common Elements the use of which is reserved to certain Unit or Units to the exclusion of other Units, as specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit, or unless it is Otherwise expressly provided.

2.21 “Primary Institutional First Mortgagee”

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

2.22 “Residential Unit”

means Unit intended for residential uses or for transient use.

2.23 “Residential Unit Owner”

or “Owner of Residential Unit” means the owner of Condominium Parcel intended for the use provided in Section 2.22 hereof for Residential Unit.

2.24 “Unit”

means part of the Condominium Property which is subject to exclusive ownership and which consists of Residential Unit.

2.25 “Unit Owner” or “Owner of Unit” or “Owner”

means the Owner of Condominium Parcel.

2.26 “Utility Service”

means and is intended to include, but not limited to, electric power, gas, telephone, cable television, other data or communications systems, hot and cold water, heating, air-conditioning and ventilation systems, and garbage and sewage disposal.

3. Description of Condominium.**3.1 Identification of Units.**

The Building constructed or to be constructed upon the Land shall contain or contains total of eight (8) Residential Units. Each Residential Unit is identified by separate numerical or alphanumeric designation, unique to each such Unit. The designation of each such Unit is set

forth on Exhibit "A-2" attached hereto. Exhibit "A—2" consists of graphic description of the Improvements located thereon, including, but not limited to, the Building or Buildings in which the Units are located, and plot plan thereof. This material, together with the provisions of this Declaration describing the Condominium Property, is an accurate representation of the location and dimensions of the Improvements, and the identification, location, and dimensions -' of the Common Elements and of each Unit can be determined from these materials.

There shall pass with Unit as appurtenances thereto:

- (a) an undivided share in the Common Elements and Common Surplus
- (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration
- (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically
- (d) membership for the Unit Owner in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration.

3.2 Unit Boundaries.

Each Unit shall include that part of the Building containing the Unit that lies within the following boundaries:

(a) Upper and Lower Boundaries.

The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the parametrical boundaries:

- (i) Upper Boundaries. The horizontal planes running between the unfinished lower surfaces of the structural ceiling.
- (ii) Lower Boundaries. The horizontal planes running between the unfinished upper surfaces of the floor Of the Unit, which will be deemed to be the unfinished surface of the concrete or other floor.

(b) Perimetrical Boundaries; Exclusions from Unit.

The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit; such planes extended to their planar intersections with each other and with the upper and lower boundaries.

Each Unit shall not be deemed to include the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding the Unit. However, each Unit shall be deemed to include the inner decorated and/or finished surfaces of the perimeter walls, floors and

ceilings of the Unit, including plaster, paint, wallpaper, etc.
Unit shall be deemed to include the interior walls and partitions that are wholly contained in Unit.

(c) Apertures.

Where there are apertures in any Unit boundary, including but not limited to windows and doors, such boundaries shall be extended at all such places to the dimension of such apertures, so that the perimetrical boundary of the Unit at such places shall include the exterior surfaces of such apertures and finishes thereon, including all frameworks thereof, in addition to the interior surfaces of such apertures. Thus, exterior surfaces made of glass or other transparent material, and all framing and casings therefore, including exterior windows and frames, exterior glass sliding doors, shall be included within the Unit, and shall not be deemed to be Common Element or Limited Common Element.

(d) Exceptions.

In cases not specifically covered above and where there is any conflict or ambiguity in determining Unit boundaries not determined by applying the above, the survey of the Units set forth as Exhibit "A—2" hereto shall control in determining the boundaries of Unit.

3.3 Limited Common Elements.

Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto:

(a) Miscellaneous Areas, Equipment.

Any area not included within any Unit upon which is located equipment or fixtures (including air conditioning compressors) which are for the exclusive use of any particular Unit or Units and the equipment or fixtures themselves shall be Limited Common Elements of such Unit(s).

(b) Parking Spaces.

The Developer, in its sole discretion, reserves the right to designate and assign some or all of the automobile parking spaces situated on the Condominium Property, as shown on Exhibit "A—2," as Limited Common Elements for the exclusive use by Unit Owners of specified Units as long as the Developer holds any Unit for sale in the ordinary course of business. Thereafter, all remaining parking spaces not so designated at time of initial sale by Developer may be assigned in Developer's sole discretion to the Association. Any such parking spaces so assigned to the Association shall become Common Elements, but may thereafter become Limited Common Elements upon later designation to specified Units, as described below.

After designation of any parking space for the exclusive use of Unit, each parking space so designated shall become Limited Common Element of that Unit. However, no Unit Owner shall have or acquire any

fee simple title to any parking space so designated at any time except as part of the Unit Owner's undivided share in the Common Elements. To the extent available, the Developer, or the Association as assignee, may designate additional parking spaces not designated at time of Developer's initial sales to Unit Owners in the following manner. Upon payment by the Unit Owners of such price as Developer may in its absolute discretion set, the Developer, or the Association as assignee, may designate one or more additional space to Unit. Once so designated and upon receipt by Developer from the Unit Owner or the Association of the fee set by Developer for such designation, if any, said space or spaces shall become Limited Common Element appurtenant to such Unit. The transfer of use rights in limited common elements pursuant to Section 718.106(2)(b), Fla. Stat. shall not be deemed to constitute material alteration or modification of the appurtenances to the units, and no Certificate of the type referenced in Section 718.110(2), Fla. Stat. and as required pursuant to Section 6.3 herein, shall be required for the initial '5 or any subsequent designation of parking spaces to or between Units. All i, such designations of parking spaces shall be made by non-recordable written instrument ("Parking Space Designation"). The Association shall maintain book (the "Association Book") within which for purposes of recording the Unit having been designated each parking space, and the amount paid by the designee for such Parking Space Designation. The Association will record all Parking Space Designations and assignments in the Association Book, and the Unit Owner to which any space is designated shall have the exclusive right to use such space. All fees collected by Developer or the Association for designating parking spaces, if any, shall be retained by or transferred to Developer, and shall not constitute income or revenue of the Association. No assignment or transfer of title in any manner whatsoever to use parking space constituting Limited Common Elements may be made or accomplished separately from the passing of title to the Unit to which it is appurtenant, except that the same may be separately assigned by the Developer to the Association and thereafter be either maintained as part of the Common Elements or designated by the Association, in its sole discretion, to another Unit Owner as Limited Common Element. For good cause, or when compelled by state statute, local ,3 ordinance, or by other applicable law or judgment, the Association shall have the right and authority to re—designate parking spaces upon written notice to the affected Unit Owners. Notwithstanding the foregoing, Unit Owner who has acquired additional parking spaces from the Developer or Association shall have the right, upon the Association's re-designation of spaces in manner consistent with any plan of re-designation to comply

with applicable law, or at any other time in manner consistent with this Declaration and other Condominium documents, to transfer said additional space or spaces by re-designation to another Unit Owner. Any such transfer shall be upon prior written express consent of the Association, and upon recording of same in the Association Book. Any such re-designation by any current designee may be conditioned, at such Unit Owner's election, upon payment to the transferor of an amount not to exceed the amount recorded in the Association Book as having been paid by the transferor (or such Owner's predecessor at time of initial designation), by or on behalf of the Owner of the Unit to which the transfer is being effected. However, after any such transfer of designation, minimum of one (1) parking space appurtenant to each such Unit from which the space is to be transferred, shall be maintained at all times.

Upon Association approval of any re-designation by one Unit Owner to another, the Association shall thereupon cause to be executed new Parking Space Designation and record such designation in the Association Book. If the re-designation is not so approved by the Association, the parking space designation shall remain unchanged. The Association shall neither have the duty to provide an alternative Unit Owner transferee nor shall it assume responsibility for denial of approval. Any new or transferred Parking Space Designation shall be executed by the Developer alone, by the President of the Association alone, or by any two (2) officers of the Association. There shall be no recordation amongst the Public Records of Pinellas County of the transfer of parking space.

(c) Storage Lockers.

The Developer, in its sole discretion, reserves the right to designate and assign some or all of the Resident Storage Lockers, situated on the Condominium Property, as shown on Exhibit "A-2," as Limited Common Elements for the exclusive use by Unit Owners of specified Units as long as the Developer holds any Unit for sale in the ordinary course of business. Thereafter, all remaining Storage Lockers not so designated at time of initial sale by Developer may be assigned in Developer's sole discretion to the Association. Any such Storage Lockers so assigned to the Association shall become Common Elements, but may thereafter become Limited Common Elements upon later designation to specified Units, as the Units are purchased and sold.

After designation of any Storage Locker for the exclusive use of Unit, each Storage Locker so designated shall become Limited Common Element of that Unit. However, no Unit Owner shall have or acquire any fee simple title to any Storage Locker so designated at any time except as part of the Unit Owner's undivided share in the Common Elements. 7-

;

(d) The floor and interior surfaces of the walls, and all apertures

Contained therein, of the common landing and hallway that is exterior to the Units on :_ each building floor shall be part of the Limited Common Area associated with and appurtenant to only those two Units to which access is gained from such building floor. Rules and regulations regarding the uniform maintenance and appearance of all parts of these landings may be promulgated by the Association.

(e) Other Limited Common Element Space Appurtenant to Unit Constituting the Condominium Sales Office.

To the extent that Developer has , -identified on Exhibit "A—2" any Unit that may be used as Condominium Sales Office for the period deemed necessary by Developer to complete such initial Unit sales, Exhibit "A-2" shows parking spaces that are Q, hereby designated as Limited Common Element spaces appurtenant to the Condominium Sales Office Unit (the "Sales Office LCE"). The spaces 7. constituting the Sales Office LCE are identified as "Sales Office Spaces" on Exhibit "A—2." The Developer, as long as it owns the Sales Office Unit, and thereafter any Owner of the Sales Office Unit engaged in initial ' Unit sales, has the right to assign or lease to any person for such period of initial Unit sales, the exclusive use of any or all of the Sales Office Spaces for consideration or for no consideration at all, and on such other terms as the Developer deems desirable in its sole discretion.

(f) Mortgage Provision.

Notwithstanding anything to the contrary in this Declaration, in the event Unit Owner mortgages his or her Unit, together _' with the use rights in the Limited Common Elements appurtenant thereto (whether or not ordinarily frilly assignable apart from the Unit), such use rights in the Limited Common Elements shall not be either assigned or redesignated pursuant to subsection 3.3(b) apart from the Units, unless the use rights in the Limited Common Elements being assigned or redesignated are released from the lien of such mortgage.

(g) Responsibility for Maintenance and Repair of Limited Common Elements.

The responsibility and cost of maintenance and repair of any Limited Common area shall generally remain with the Association, and not with the appurtenant Unit owner. No separate Association budget item or schedule of expenses assigning the cost of maintaining or repairing any Limited Common Area to only those owners entitled to use the Limited Common Elements is required to be adopted. However, pursuant to Section 7.1 herein, the Association may assess any maintenance or repair cost to one or more Unit owners, where any such cost is being incurred unusually, and where the cost is principally or exclusively related to the

exercise or abuse of the limited use rights by the owner or owners of the appurtenant Unit or Units.

3.4 Easements.

The following easements are hereby created (in addition to any easements created under the Act):

(a) Support.

Each Unit shall have and enjoy an easement of support and of necessity throughout all other Units and throughout the Common Elements; and each Unit shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

(b) Utility and Other Services; Drainage.

Where conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures within the Unit boundaries are used to furnish or support Utility Services, or heating, cooling, ventilation, or other services to either more than one (1) Unit, or to the Common Elements, or to Limited Common Elements; and where subsection 3.2(b) includes such conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures as part of each exclusively owned "Unit;" then non-exclusive easements are reserved under, through and over each Unit as may be required from time to time to provide or support any Utility Service, any other service, or drainage in order to serve the Condominium.

Unit Owner shall do nothing within or outside their Unit that interferes with or impairs, or may interfere with or impair, the provision or use of such Utility Service, other service, or drainage facilities, or which otherwise impairs the use of these easements. The Association or its designee shall have an irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair, replacement of any of the pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications and security systems, other service and drainage facilities which are Common Elements; or necessary for the maintenance, repair, replacement of any other Common Elements contained in the Unit or elsewhere in the Condominium Property; or necessary for the maintenance, repair, replacement of any portion of Unit to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the Common Elements or to Unit or Units.

Non-exclusive easements in favor of each Unit and are reserved under, through and over and all other Condominium Property not included within the boundaries of any Unit, as may be required from time to time to provide or support any Utility Service, any other service, or drainage in

order to serve any Unit or the Condominium.

(c) Encroachments.

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

(d) Ingress and Egress.

non-exclusive easement in favor of each Unit Owner and residents, their guests, lessees and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over through and across such portions of the Common Elements as from time to time may be surfaced and intended for such purposes. None of the easements specified in this subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other 'r than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.

(e) Construction.

The Developer (including its designees, contractors, successors and assigns) shall have the right, in its (and their) sole all other action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any Improvements or Units located or to be located thereon.

(f) Sales Activity.

For as long as there are any unsold Units, the Developer, its designees, successors and assigns, shall have the right to use any such Units and parts Of the Limited Common Elements and Common Elements for model apartments and sales and construction offices, to show or market model Units and use Units as guest suites, to show or market the Units and the Common Elements to prospective purchasers and tenants of

Units, and to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease.

(g) Additional Easements.

The Developer (as long as it owns any Units) and the Association, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints the Developer and the Association as its attorney in-fact for this purpose), each shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or relocate any such existing easements or drainage facilities, in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.

(h) Easement For Services.

The Developer and the Unit Owners and their respective agents, employees, nominees, lessees, invitees, grantees, successors and assigns shall have non-exclusive easement for access to and use of all the Common Elements, including but not limited to those customarily used for pedestrian and vehicular traffic and also including driveways, parking ramps, walkways, lobby areas, elevators, halls and corridors, janitorial closets, mechanical/electrical rooms, trash rooms, and storage rooms for the purpose of using or obtaining access to the Units (or Limited Common Elements appurtenant thereto), or to provide services to the Units (or Limited Common Elements appurtenant thereto) such as cleaning, janitorial and maid services, and all other services which may be contracted for by any Unit Owner or Developer.

All easements listed above in this subsection, of whatever kind or character, whether heretofore or hereafter created, shall, to the extent required to allow for the intended use and function of the Units and other parts of the Condominium Property, constitute covenants running with the land that survive the termination of this Condominium. Notwithstanding any other provisions of this Declaration, such easements may not be substantially amended or revoked in way that would unreasonably interfere with their proper and intended use and

purpose. The Unit Owners do hereby designate the Association as their lawful attorney-in-fact, coupled with an interest, to execute any and all instruments on their behalf for the purpose of creating all such easements as are contemplated by the provisions hereof.

4. Restraint Upon Separation and Partition of Common Elements and Limited Common Elements.

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

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

5.1 Fractional Ownership and Shares.

The undivided fractional interest in the Common Elements and Common Surplus, and the fractional share of the Common Expenses, appurtenant to each Unit, is set forth in Exhibit "A—3" attached hereto and made part hereof.

5.2 Voting.

Each Unit shall be entitled to one (1) vote to be cast by the Owner or Owners thereof in accordance with the provisions of the respective By-Laws and Articles of Incorporation of the Association. Subject to this limitation on the number of votes associated with ownership of each Unit, each and every Unit Owner shall be member of the Association.

6. Amendments.

Except as elsewhere provided herein, amendments to this Declaration of Condominium may be effected as follows:

6.1 By the Association.

Notice of the subject matter of proposed amendment shall be included in the notice of any meeting at which proposed amendment is to be considered. resolution for the adoption of proposed amendment may be proposed either by majority vote of the Board of Directors of the Association or by not less than fifty-one percent (51%) of the total votes of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, approval of any amendment must be by affirmative vote of:

- (a) Unit Owners in excess of 50% of the Units in the Condominium and by not less than 66-2/3% of the Board of Directors of the Association; or
- (b) Unit Owners in excess of 66-2/3% of the Units in the Condominium, without regard to the result of voting by the Board of Directors of the Association.

6.2 Amendments Prior to Developer Turnover of Association.

The original Declaration of Condominium or Flats is being recorded prior to substantial completion of construction of the Condominium. Without vote 3: or consent of the Unit Owners, Developer may amend this Declaration pursuant to Section 718.110(2), Fla. Stat. in connection with any addition of, or amendment to, the Certificate of Surveyor and Mapper required to be part of this Declaration pursuant to Section 718.104(4)(e), Fla. Stat. During the period of Developer control, and except as provided in Section 718.110(2), Fla. Stat, the Declaration, Articles of Incorporation or the By-Laws of the Association the Developer specifically reserves the right, without the joinder of any person, to make such amendments to the Declaration. the Articles of Incorporation or the By-Laws and its exhibits, or to the plan of development, as may be required by any lender or governmental authority, or as may be, in the 3, developer's judgment, necessary or desirable. This paragraph shall take precedence over any other provision of the Declaration or its exhibits.

6.3 Execution and Recording.

An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by certificate of the Association which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of deed. Amendments by the Developer must be evidenced by similar certificate executed by the Developer alone. An amendment of the Declaration is effective when the applicable certificate is properly recorded in the public records of Pinellas County.

6.4 Proviso.

NO amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the proportion or percentage by which the Owner of Unit shares the Common Expenses and owns the Common Elements and Common Surplus, unless the record Owner(s) thereof, and all record owners of mortgages or other liens thereon, shall join in the execution of the amendment; and unless majority of all the record Owners of all Units approve the amendment. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance; nor shall an amendment make any change in the Sections 14, 15 and 16 hereof, such Sections entitled "Insurance," "Reconstruction or Repair after Casualty," or "Condemnation," unless the Primary Institutional First Mortgagee shall join in the amendment. Furthermore, no amendment may be made to Section 3.3(d) without the consent of the Developer as long as it owns the Condominium Sales Office Unit. The provisions of Sections 6.4, 6.5 and 23.15 may not be amended in any manner; nor may any amendment to Section 3.4 be considered if such amendment is designed to reduce, or modify in any manner other than to expand, those easement rights initially created in this Declaration.

No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text and underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision for present text."

Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

6.5 Certain Amendments Requiring Owner Approval.

Notwithstanding the foregoing, the approvals of the affirmative vote of Unit Owners of at least 67 percent of Units shall be required with regard to amendments with respect to:

- (a) changes in voting rights;
- (b) increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens;

- (c) reductions in reserves for maintenance, repair, and replacement of Common Elements (except that the Developer, prior to turnover of control of the Association, may vote to waive reserves in accordance with the provisions of Section 9.1(a) of the By Laws of the Condominium Association in which event the consent of the required percentage of Unit Owners and Institutional First Mortgagees as set forth in this Section 6.5 shall not be required);
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use;
- (f) redefinition of any Unit boundaries;
- (g) convertibility of Units into Common Elements or vice versa, except as set forth in Section 6.6 hereof;
- (h) expansion or contraction of the Condominium, or the addition, annexation, or withdrawal of property to or from the Condominium;
- (i) hazard or fidelity insurance requirements;
- (j) imposition of any restrictions on the leasing of Units;
- (k) imposition of any restrictions on Unit Owner's right to sell or transfer his or her Unit;
- (l) decision by the Association to establish self management if professional management had been required previously to make the Condominium eligible for FNMA-approved financing;
- (m) restoration or repair of the Condominium (after damage or partial condemnation) in manner other than that specified in the Declaration of Condominium; or
- (n) any provisions that expressly benefit mortgage holders, insurers, or guarantors.

6.6 Mortgage Approval.

Amendments materially affecting the rights or interests of mortgagees must have the approval of the holders of institutional first mortgages of record representing 51% of the votes of units subject to such mortgages who have requested the Association to notify them on any proposed action specified in this paragraph. Implied approval shall be assumed when such holder fails to respond to any written request for approval within 30 days after the mortgage holder receives proper notice of the proposal, provided the notice was delivered certified or registered mail with "Return Receipt" requested. In the event that mortgagee consent is provided other than by properly recorded joinder, such consent shall be evidenced by affidavit of the Association and recorded in the Public Records of Pinellas County, Florida. change to any of the following shall be considered as material:

- (a) Any change in the proportion or percentage by which the owner of the unit shares the common expenses and owns the common surplus.
- (b) Reallocation of interests or use rights in the common elements.
- (c) Redefinition of any unit boundaries.

- (d) Convertibility of units into common elements or vice versa.
- (e) Expansion or contraction of the Condominium.

The approval of such Institutional First Mortgagees shall not be unreasonably withheld.

7. Maintenance, Repairs and Replacements to Units.

All maintenance and repair of or to any Unit or part thereof, and any replacement of any portion of any Unit, whether such maintenance, repair or replacement is structural or nonstructural, or is ordinary or extraordinary, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. Any hurricane shutter and the Common Element to which said hurricane shutter is attached (collectively, the "Hurricane Limited Common Element") shall become Limited Common Element to the Unit that is protected by the hurricane shutter. The entire cost of maintenance, repair and replacement of the Hurricane Limited Common Element shall be the sole responsibility of the Unit Owner which also includes the cost and expense of removal and/or reinstallation by the Association of the hurricane shutter(s) if necessary or required in order for the Association to maintain, repair, replace or protect the Common Elements or Association Property. In the event the Unit Owner installs hurricane shutters, the cost of the hurricane shutters including the cost of installation thereof shall be borne exclusively by the Unit 1' Owner. The Unit Owner installing hurricane shutter shall hold harmless and indemnify the Association for all damages, expenses, court costs and attorneys' fees incurred by the Association for repairing any damage to the Building, Common Elements or Limited Common Elements as result of such installation. The installation or replacement of all hurricane shutters shall be subject to prior approval by the Association, and shall in all respects comply with the requirements of all applicable local and state building codes, as amended, and any other applicable laws, ordinances, rules or regulations of any governmental body having jurisdiction over same. Unit Owners shall submit written requests to the Association for the approval of the installation of hurricane shutters, together with such specifications as the Association requires. All references to hurricane shutters in this Declaration of Condominium shall refer to any shutters or screens which are installed by the Unit Owner to protect his Unit from damage as result of hurricane, storm or other casualty or are installed by the Developer in his sole and absolute discretion. Notwithstanding the foregoing, if there is any law, rule or regulation requiring the installation of hurricane shutters, the Unit Owner shall install said hurricane shutter at his expense in accordance with the requirements of all applicable laws, codes, rules and regulations. Notwithstanding any other provisions of this Section, where laminated glass or window film are architecturally designed and installed in the Units to function as hurricane protection which complies with applicable Building Codes, the Board may elect to disallow the installation of hurricane shutters by any Unit Owner.

7.1 Repairs of Common Elements and Limited Common Elements.

All maintenance, repairs and replacements in or to the Common Elements and Limited Common Elements shall be performed by the Association, except as otherwise provided in Section above, or

as otherwise excepted herein. Except to the extent that proceeds of insurance are made available therefore, the cost and expense of any such maintenance, repairs or replacement shall be charged to all Unit Owners as Common Expense. However, any expense or cost for maintenance of, repairs to, or replacement of any part of the Common Elements or Limited Common Elements performed by the Association, where such expenditure arises from or is made necessary by the negligence, misuse or neglect of specific Unit Owners, shall be assessed to and paid solely by such Unit Owners.

7.2 Parking Spaces.

Parking spaces shall be maintained, cared, preserved and repaired by the Association; provided, however, that where any parking space by designation becomes Limited Common Element, then any expense arising from or made necessary by the negligence, misuse or neglect of specific Unit Owners shall be assessed to and paid solely by such Unit Owners, pursuant to subsection 7.1 above.

7.3 Personal Property, Equipment, Fixtures; Specific Unit Owner Responsibility.

The obligation to maintain and repair any equipment and fixtures, or other items of personal property which are contained within particular Unit or Units (or within the Limited Common Elements appurtenant thereto) shall be the responsibility of the applicable Unit Owners, individually, and not the Association.

7.4 Use of Licensed and Insured Contractors.

Whenever unit owner contracts for maintenance, repair, replacement, alteration, addition, or improvement of any portion of the unit or common elements, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that the owner's contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

8. Additions, Alterations or Improvements by the Association.

Whenever in the judgment of the Board of Directors, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of \$50,000 in the aggregate in any calendar year, the *' Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by majority of the Units represented at meeting at which quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate \$50,000 or less in calendar year may be made by the

Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. For purposes of this section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above stated purposes, regardless of whether the repayment of any part of that debt is made beyond that year.

8.1 Liens Against Condominium Property.

Subsequent to recording this Declaration and while the Property remains subject to this Declaration, no liens of any nature are valid against the Condominium Property as whole except with the unanimous consent of the Unit Owners. During this period, liens may arise or be created only against individual Condominium Parcels.

Labor performed on or materials furnished to the Common Elements are '1 not the basis for lien on the Common Elements, but if authorized by the ' Association, the labor or materials are deemed to be performed or furnished with the express consent of each Unit Owner and may be the basis for the filing of lien against all Condominium Parcels in the proportions for which the Unit Owners are liable for Common Expenses.

If lien against two or more Condominium Parcels becomes effective, each Unit Owner may relieve his or her Condominium Parcel of the lien by exercising any of the rights of property owner under Chapter 713, Fla. Stat, or by payment of the proportionate amount attributable to his or her Condominium Parcel. Upon the payment, the lienor shall release the lien of record for that Condominium Parcel.

8.2 Execution Of Documents Required By Local Or State Governments.

The Developer's plan for the development of this Condominium may require, from time to time, the execution of certain documents required by, or to be obtained for, the City of St. Petersburg, Pinellas County, or the State of Florida. To the extent that said documents require the joinder of any or all of the Unit Owners in this Condominium, each of said Unit Owners does hereby irrevocably give and grant to the Developer, or any of its officers, individually, full power-of-attorney to execute said documents as such Unit Owner's agent and in his place and stead. The Association and each Unit Owner in this Condominium, by acceptance of the deed of conveyance transferring title to his Unit, shall be deemed to have assumed each and every one of the obligations of the Developer affecting the maintenance of the Condominium Property, if any, arising by virtue of the execution of documents required by the City of St. Petersburg, or by Pinellas County, or by the State of Florida.

9. Additions, Alterations or Improvements by Unit Owner.

9.1 Change to Common Elements or to Limited Common Elements; Consents and Permits.

No Unit Owner shall make any substantial addition, material alteration or improvement in or to the Common Elements or any Limited Common Element, including but not limited to the installation of window boxes, screens, additional doors, balconies or other exterior appendages, awnings, hot tubs, trellises, or any other change to the physical appearance of any portion of the building not part of Unit.

The floor finish on all Common Elements or Limited Common Elements within or under cover of the building shall be limited to hard finishes, or water impervious coatings, or carpet or other surfaces as appropriate, selected by the Association only and installed consistent with the rules of the Association.

No Unit Owner shall make any addition, alteration or improvement in or to the interior of the Unit without obtaining all appropriate governmental permits which are necessary for such work and provided that such alteration addition or improvement will not adversely affect the structural integrity of the Building or cause any damage to or adversely affect the Common Elements, Limited Common Elements or other Units and/or the Condominium Property. The additions, alterations and improvements proposed by Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction. Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Developer, the Association and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property and expenses arising there from, and shall be solely responsible for the maintenance, repair and insurance thereof from and after the date of installation or construction thereof. The installation, replacement, and maintenance of hurricane shutters in accordance with the specifications adopted by the Board shall not be deemed material alteration or substantial addition to the Common Elements or Association property, and same shall only require Board approval in accordance with Section hereof.

9.2 Changes to Flooring within Vertically-Stacked Unit.

In the event that the Owner

Of Unit located vertically over any part of another Unit installs surface floor coverings within said Unit other than those originally installed by Developer, the Unit Owner must obtain prior approval in writing from the Developer, or thereafter by the Condominium Association once the Condominium Association has been formed. Each such Unit Owner shall have the duty of causing there to be placed underneath such floor covering generally accepted and approved

materials for diminution of noise and sound, so that the flooring shall be adequately sound-proof. Owners will be held strictly liable for violation of these restrictions and for all damages resulting there from. The Condominium Association has the right to require immediate removal of violations.

9.3 Additions, Alterations or Improvements by Developer.

The foregoing restrictions of this Section shall not apply to Developer-owned Units. The Developer shall have the additional right, without the consent or approval of the Board of Directors or other Unit Owners, to make alterations, additions or improvements; both structural and non-structural, to interior and exterior portions of the Improvements including changes to the Common Elements and Limited Common Elements; whether such changes are ordinary or extraordinary; and regardless of whether such changes are in, to and upon any Unit owned by the Developer and Limited Common Elements appurtenant thereto, and to make related amendments to this Declaration (including, without limitation, changes such as, and amendments relating to the removal of walls, floors, ceilings and other structural portions of the Improvements); provided, however, there shall be no change to the external configuration or size of any Unit in any material fashion, material alteration or modification of the appurtenances to any Unit or change to the percentage interest in the Common Elements and share of Common Surplus and LE Common Expenses of any Unit unless the record owner of the affected Unit(s) and all record owners of mortgages or other liens on the affected Unit(s) shall join in the execution of the amendment and unless majority of the record owners of all other Units approve the amendment.

9.4 Construction Liens.

Pursuant to Section 718.121(2), Fla. Stat, labor performed on, or materials furnished to, Unit shall not be the basis for the filing of lien pursuant to Part of chapter 713, the Construction Lien Law, against the Unit or Condominium Parcel of any Unit Owner not expressly consenting to or requesting the labor or materials.

10. Changes in Developer-Owned Units.

The Developer reserves the right to: (i) make alterations or improvements in the interior design or layout of any Developer-owned Units; (ii) change the layout or number of rooms in any Developer-owned Units; (iii) change the size and/or number of Developer-owned Units by combining separate Developer-owned Units into one (1) or more Units, or otherwise (the foregoing combining may be either horizontal or vertical combining of units); provided, however, there shall be no change to the external configuration or size of any combined Unit in any material fashion, nor any material alteration or modification of the external

appurtenances to any Unit, nor any change to the percentage interest in the Common Elements and share of Common Surplus and Common Expenses of any other Unit ', unless the record owner of the affected Unit(s) and all record owners of mortgages or other liens on the affected Unit(s) shall join in the execution of the amendment and unless all the record owners of all other Units approve the amendment. If the Developer shall make any changes in Units as provided in this paragraph, such changes shall be reflected by an amendment to this Declaration with survey attached reflecting such authorized alteration of Units, and said amendment need only be executed and acknowledged by the Developer and any holders of institutional mortgages encumbering the said altered Units -; unless otherwise required by the preceding sentence or by Florida Statute Section 718.110(4). The survey shall be certified in the manner required by the Act.

11. Operation of the Condominium by the Association; Powers and Duties.

11.1 Powers and Duties.

The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Articles of Incorporation of the Association and ByLaws (respectively, Exhibit "A-4" and Exhibit "A-S" annexed hereto), as amended from time to time. In addition, the Association shall have (i) all the common law and statutory powers of corporation not for profit and for profit under the laws of Florida that are not in conflict with the provisions of the Articles, the Declaration, the By-Laws or the Act; (ii) the powers and duties set forth in the Act; and (iii) all powers and duties granted to or imposed upon it by this Declaration, including without limitation:

- (a) The irrevocable right to have access to each Unit from time to time during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements or of any portion of Unit to be maintained by the Association pursuant to this Declaration or at any time as necessary to prevent damage to the Common Elements or to Unit or Units.
- (b) The power to acquire title to property for the use and benefit of its members, upon vote of 66-2/3 percent of all the voting interests of the Units. However, the Association may act without Unit Owner approval to purchase Unit at foreclosure sale resulting from the Association's foreclosure of its lien for unpaid Association assessments, or to take title by deed in lieu of foreclosure.
- (c) The power to make and collect Assessments and other charges against Unit Owners and to regulate, administer, convey, lease, maintain, repair, replace and mortgage the Association Property, including the right to grant, modify or move easements which are part of or traverse Association Property, as long as the easements created in subsection 3.4 are not modified.

- (d) The duty to maintain accounting records according to good accounting practices, which records shall be open for inspection by Unit Owners or their authorized representatives at reasonable times upon prior request.
- (e) The power to contract for the management and maintenance of the Condominium Property and to authorize management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the Articles, the Bylaws, and this Declaration and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (f) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefore mortgages and security interests in property owned by the Association, if any, provided .L that such actions are approved by majority of the entire membership of the Board of Directors and of the Units represented at meeting at which quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing, provided further that no such action shall be permitted while the Developer owns any Unit without the prior written consent of the Developer.
- (g) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Units and the Condominium Property.
- (h) The power to charge fee for the exclusive use of Common Elements (other than Limited Common Elements) or Association Property to any Unit Owner being granted, by the Association, right to such exclusive use.
- (i) All of the powers which corporation not for profit in the State of Florida may exercise.

11.2 Priority: Conflicting Provisions in Declarations, Articles and By-Laws.

In the event of conflict among the powers and duties of the Association and the terms and provisions of this Declaration, or the exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, By—Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary,

after turnover by the Developer to the Association, the Association shall at all times be the entity having ultimate control over the Condominium, consistent with the Act.

11.3 Limitation Upon Liability of Association.

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than for Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Unit Owners in accordance with Section 9.1 hereof. Further, the Association shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the ; grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where (i) such insurance is not required hereby or (ii) the Association could not obtain _L such insurance at reasonable costs or upon reasonable terms.

11.4 Restraint Upon Assignment of Shares in Assets.

The share of Unit Owner in the TL, funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit.

11.4 Approval or Disapproval of Matters.

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

11.5 Acts of the Association.

Unless the approval or action of Unit Owners and/or certain specific percentage of the Board of Directors of the Association is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association ,L shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the -, Association without specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder, such action or approval _.

may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

12. Determination of Common Expenses and Preparation of Budget; Fixing of Assessments; Reserves in Working Capital Accounts.

The Board of Directors shall from time to time, and at least annually, prepare budget for the Condominium, i, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The Assessments shall also fund the costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or By-Laws of the Association, applicable rules and regulations or by the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any Budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the ByLaws.

12.1 Working Capital for Capital Expenses and Deferred Maintenance.

In addition to budgeting for and assessing Unit Owners for operating expenses, the Association's budget shall include one or more Working Capital Accounts to establish reserves for capital expenses and deferred maintenance of the Common Elements. Funds within each Working Capital Account are to be used for items such as roof replacement, building painting, pavement resurfacing, and for any other capital expense or deferred maintenance item exceeding \$10,000, or to accrue funds to undertake approved capital improvements to Common Elements. Reserves in the Working Capital Account shall not be commingled by the Association with any of its other funds. The amounts to remain on deposit in the required reserve accounts for capital expenditures and deferred maintenance required to be maintained by the Association and provided for in the Association's budget shall be computed by means of formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of reserve item caused by deferred maintenance. The members of an Association may also, by majority vote at duly called meeting of the Association, vote to provide no reserves or less reserves than would be required if computed as required above. No reserves shall be deposited into

the required reserve accounts for the first two (2) fiscal years of the Association's operation, beginning with the fiscal year in which this Declaration is initially recorded. At the end of such initial two— year period, reserves may be waived or reduced only upon the vote of majority of all nondeveloper voting interests voting in person or by limited proxy at duly called meeting of the Association. If meeting of the unit owners has been called to determine whether to waive or reduce the funding of reserves, and no such result is achieved or quorum is not attained, the reserves as included in the . ' budget shall go into effect. After the turnover, Developer may vote its voting interest to waive or reduce the funding of reserves. _ ' Reserve funds and any interest accruing thereon shall remain in each Working Capital Account, and shall be used only for authorized reserve expenditures of the type described above, unless their use for other purposes is approved in advance by majority vote at duly called meeting of the Association. Prior to turnover of control of the Association by the Developer to Unit Owners other than the Developer pursuant to Section 718.301, Fla. Stat, the Developer-controlled Association shall not vote to use reserves for purposes other than that for which they were intended without the approval of majority of all nondeveloper voting interests, voting in person or by limited proxy at duly called meeting of the Association. In no event shall the Developer receive either funding or reimbursement from the Association's Working Capital Account for expenses (if any) not paid for by Assessments, which expenses Developer actually incurs during the Initial or Additional Guarantee Period defined in Section 13.6 below, and which expenses Developer is obligated to pay pursuant to the **provisions of subsection 13.6** below and Section 718.116(9) (a) of the Act.

13. Collection of Assessment.

13.1 Liability for Assessments.

Unit Owner, regardless of how title is acquired, including by purchase at foreclosure sale or by deed in lieu of foreclosure, shall be liable for all Assessments which come due while that person is the Unit Owner. In the case of voluntary conveyance, the Unit Owner shall be jointly and -L severally liable with the previous owner for all unpaid Assessments that come due up to the time of the conveyance. This liability is without prejudice to any right the Owner may have to recover from the previous owner the amounts paid by the Owner. The liability for Assessments may not be avoided by waiver of the use or f. enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

13.2 Default in Payment of Assessments for Common Expenses.

Assessments and installments thereof not paid within five (5) days from the day when they are due shall bear interest at eighteen percent (18%) from the date due until paid. In addition to the above stated interest, the Association shall charge an administrative late fee in an amount not to exceed the greater of \$25 or five (5) _} percent of each Assessment or periodic installment, for each Assessment or periodic installment not paid within the five (5) day period. All payments upon account shall be first applied to interest, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection and then to the Assessment.

The foregoing method of applying payments shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying payment. The Association has lien on each Condominium Parcel for any unpaid Assessments or installments thereof, but not including any amounts due the Association as fines, such lien including interest, late fees and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien whether suit be brought or not. The lien is effective from, and shall relate back to, the recording of this Declaration. However, as to Institutional First Mortgagees holding first mortgage of record, the lien is effective as of the date of the recording of claim of lien in the Public Records of Pinellas County, stating the description of the Condominium Parcel, the name of the record Owner, name and address of the Association, the amount due and the due dates. The claim of lien must be executed and acknowledged by an officer or authorized agent of the Association. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. No such claim of lien shall continue for more than one (1) year after the claim of lien has been recorded unless, within that time, an action to enforce the lien is commenced.

The one (1) year period shall automatically be extended by any length of time during which the Association is prevented from filing foreclosure action by an automatic stay resulting from bankruptcy petition filed by the Unit Owner or any other person claiming an interest in the Condominium Parcel. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, interest thereon, and costs and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of certificate of title as well as interest, and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. Upon payment in full, the person making the payment is entitled to satisfaction of the lien in recordable form.

The Association may bring an action in its name to foreclose lien for unpaid Assessments in the manner mortgage of real property is foreclosed and may also bring an action at law to recover money judgment for the unpaid Assessments without waiving any claim of lien. As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days' prior written notice to the applicable Unit Owner, the Association may declare the Assessment installments for the remainder of the budget year to be accelerated (or if acceleration to such extent is prohibited by the Act, then the Association may declare Assessments to the maximum extent permitted under the Act to be accelerated) and such amount shall thereupon be immediately due and payable. In the event the amount of such installments changes during the period for which Assessments were accelerated, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

13.3 Notice of Intention to Foreclose Lien.

No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim

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

13.4 Appointment of Receiver to Collect Rental.

If the Unit Owner remains in possession of the Unit after an action for foreclosure of the lien is filed, the Association may collect rental from the Unit Owner and may request the court in its discretion to require the Unit Owner to pay such rental for the Unit and the Association is entitled to the appointment of receiver to collect such rental.

13.5 Institutional First Mortgagee.

An Institutional First Mortgagee acquiring title to Condominium Parcel as result of foreclosure, or Deed in Lieu of Foreclosure, may not, during the period of its ownership of such parcel, whether or not such If parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership. In addition, the Institutional First Mortgagee is liable for the share of Common Expenses or Assessments or other charges imposed by the Association pertaining to such Condominium Parcel which became due prior to acquisition of title as result of the foreclosure or the acceptance of such deed; provided, however, the mortgagee's liability is limited to period of time not to exceed the maximum time period set forth in the Act as same may be amended from time to time. In no event shall the Institutional First Mortgagee's liability exceed the maximum :L percentage amount of the original mortgage debt as set forth in the Act as same may be amended from time to time. :L

The person acquiring title shall pay the amount owed to the Association within 30 days after the transfer of title. Failure to pay the full amount when due shall entitle the Association to record claim of lien against the Condominium '= Parcel and proceed in the same manner as provided herein for the collection of assessments. If any unpaid share or Common Expenses or Assessments or other _; charges is extinguished by foreclosure of superior lien or by deed in lieu of foreclosure thereof, the unpaid share of common expenses or assessments are Common Expenses collectible from all of the unit owners, including such

acquirer, and such acquirer's successors and assigns.

13.6 Developer's Liability for Assessments.

During the period from the date of recording of this Declaration until the earlier of: (a) the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first Unit occurs, or (b) the date on which control of the Association is transferred to Unit Owners other than the Developer (the "Initial Guarantee Expiration Date"), such period known herein as the "Initial Guarantee Period," the Developer shall not be obligated to pay the share of the Common Expenses and Assessments attributable to Units it is continuing to offer for sale. During this Initial Guarantee Period the regular monthly Assessments for Common Expenses imposed on each Unit Owner other than the Developer shall not increase during such period over the amount set forth in the Estimated Operating Budget delivered to such Unit Owner when such Owner contracted to purchase the Unit. During this Initial Guarantee Period, Developer shall be obligated to pay any amount of Common Expenses actually incurred during such period and not produced by the Assessments at such guaranteed level. For purposes of this Section, income to the Association other than Assessments (as defined herein and L? in the Act) shall not be taken into account when determining the deficits to be funded by the Developer.

After the Initial Guarantee Expiration Date, the Developer shall have the option of extending the Initial Guarantee Expiration Date for one or more additional Guarantee Periods.

No funds receivable from Unit purchasers or Owners payable to the Association or collected by the Developer on behalf of the Association, other than regular periodic Assessments for Common Expenses as provided in this Declaration and disclosed in the Estimated Operating Budget referred to above, shall be used by the Developer for the payment of Common Expenses prior to the Guarantee Expiration Date. This restriction shall apply to finds including, but not limited to, capital contributions or start-up funds collected from Unit purchasers at closing, including funds deposited into the Working Capital Account maintained L; pursuant to subsection 12.1 above. Notwithstanding anything to the contrary contained herein, capital contributions or start-up funds collected from Unit purchasers at closing may be used to reimburse Developer for start-up expenses of the Association, or otherwise as the Association shall determine from time to time and need not be restricted or accumulated.

Notwithstanding the foregoing, if the Developer-controlled Association has maintained insurance coverage required by Section 718.111(11), Fla. Stat, the common expenses incurred during the Initial Guarantee Period or during any Additional Guarantee Period that result from natural disaster or from an Act of God occurring during the same Guarantee Period, and that are within the scope of

the insurance coverage maintained by the Association, but are not recovered as part of the amount of insurance proceeds paid to the Association under such coverage, may be assessed against all unit owners owning Units on the date of such natural disaster or Act of God occurring during the same Guarantee Period, and their successors and assigns, including the Developer with respect to Units owned by the Developer. In the event of such assessment, all Units shall be assessed in accordance with their respective ownership interest in the common elements.

13.7 Certificate of Unpaid Assessments.

Within fifteen (15) days after request by Unit Owner or mortgagee of Unit, the Association shall provide certificate stating whether all Assessments and other moneys owed to the Association by the Unit Owner with respect to his Unit have been paid. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

13.8 Installments.

Regular Assessments may be collected monthly or quarterly, in advance, at the option of the Association from time to time.

13.9 Fees for Use of Common Elements.

The Association shall not charge any fee against Unit Owner for the use of the Common Elements or Association Property unless otherwise provided for in this Declaration or by majority vote of the Association or unless the charges relate to expenses incurred by Unit Owner having exclusive use of the Common Elements or Association Property.

14. Insurance.

Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:

14.1 Purchase, Custody and Payment.

(a) Purchase.

All insurance policies described herein covering portions of the Condominium Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.

(b) Mortgagees.

No policy or insurance coverage shall impair the security of the Primary Institutional First Mortgagee without its consent.

(c) Named Insured.

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

(d) Custody of Policies and Payment of Proceeds.

All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed). Otherwise, all 2L payments for insured losses shall be payable to the Association.

(e) Copies to Mortgagees.

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

(f) Personal Property and Liability.

Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon any property lying within the boundaries of their Unit (or within any Limited Common Elements appurtenant to the Unit), including, but not limited to, the Unit Owners' personal property, and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith.

14.2 Coverage.

The Association shall use its best efforts to maintain insurance covering the following:

(a) Casualty.

The following property shall be insured by the Association in an amount not less than 100% of the full insurable replacement value thereof, excluding foundation and excavation costs:

1. the Building (including the Limited Common Elements and the Common Elements included therein); and
2. all fixtures, installations or additions comprising that part of the Building within the boundaries of the Units and required, by Section 718.111(b), Fla. Stat. or other

relevant provision of the Act, to be insured under the Association's policy or policies; and

3. all Improvements located on the Common Elements from time to time, including parking areas; and
4. all fixtures, building service equipment, personal property and supplies constituting the Common Elements or owned by the Association, such property collectively referred to as the "Insured Property."

The Association shall not be required to insure the following items:

5. all furniture, furnishings, floor coverings, wall coverings and ceiling coverings or other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners; and
6. hurricane shutters; and
7. unit floor coverings, wall coverings, or ceiling coverings; and
8. electrical fixtures, appliances, air conditioner or heating equipment, water heaters and built-in cabinets, if located within Unit (or located within Limited Common Elements appurtenant thereto) and if included as part of the equipment that the Unit Owner is required to repair or replace; and
9. items that are otherwise fixture, appliance, or equipment
10. other items permitted to be excluded from the Condominium's insurance policy pursuant to the Act as same may be amended or renumbered from time to time.

Such policy or policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

- (i) Loss or Damage by Fire and Other Hazards covered by standard extended coverage endorsement; and
- (ii) Such Other Risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(b) Liability.

Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences 'g on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than \$1,000,000 for each accident or occurrence, \$300,000 per person and \$100,000 property damage, and with cross liability endorsement to cover liabilities of the Unit Owners as group to any Unit Owner, and

vice versa.

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

(d) Flood Insurance

if required by the Primary Institutional First Mortgagee, or if the Association otherwise so elects.

(e) Fidelity Insurance.

The Association shall obtain, maintain, and bear the cost of securing adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association in an amount not less than the minimum sum required by Section 718.111(d), Fla. Stat, or other relevant provision of the Act.

(f) Association Property

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

(g) Such Other Insurance

as the Board of Directors of the Association shall determine from time to time to be desirable.

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

14.3 Additional Provisions.

All policies of physical damage insurance shall provide that such policies may not be cancelled or substantially modified without at least forty-five (45) days prior written notice to all named insureds, including all

mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors shall make determination of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.

14.4 Premiums.

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

14.5 Unit Owner Coverage.

Each Unit Owner shall obtain and maintain at all times, individual casualty and general liability policies insuring the property lying within the boundaries of their Unit and the Unit's respective Limited Common Elements and for their personal liability arising in the use of their own Unit and other areas of the Common Elements for which they have exclusive use. Each Unit Owner shall provide the Association with copy of binder, policy or other proof satisfactory to the Association of said insurance coverage.

Every insurance policy issued to an individual unit owner shall provide that the coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association.

14.6 Insurance Trustee:

Share of Proceeds. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association or to the Insurance Trustee (if one exists) which may, but need not, be designated by the Board of Directors. References herein to the Insurance Trustee shall be deemed to apply to the Board of Directors if it elects to serve such functions pursuant to Section 14.12 hereof. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but such shares need not be set forth on the records of the Insurance Trustee:

(a) Insured Property.

Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being

the same as the undivided shares in the Common Elements appurtenant to each Unit, provided that if the Insured Property so damaged includes property lying within the boundaries of specific Units and/or Limited Common Elements appurtenant thereto, that portion of the proceeds allocable to such property shall be held as if that portion of the Insured Property were Optional Property as described in paragraph (b) below.

(b) Optional Property.

Proceeds on account of damage solely to Units and/or certain portions or all of the contents thereof not included in the Insured Property (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), if any is collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Owners of Units or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the 7, Association.

(c) Mortgagees.

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

(d) Certificate.

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

14.7 Distribution of Proceeds.

Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

(a) Expenses of the Trust.

All expenses of the Insurance Trustee shall be first paid or provision shall be made therefore.

(b) Reconstruction or Repair.

If the damaged property for which the proceeds

are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.

(c) Failure to Reconstruct or Repair.

If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in subsection 14.6 above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.

14.8 Damage Not Covered.

The cost to repair any damage or portion thereof caused to Common Element or other property owned by the Association by Unit Owner or Unit which cost is not covered by insurance shall be the responsibility of and shall be paid by said Unit Owner. The cost of any damage to Unit not covered by insurance caused from source outside the Unit, which source of damage is under the control and management of the Association, and said damage is through no negligence on the part of the Association, shall be borne by the Unit Owner '2 sustaining the damage.

14.9 Association as Agent.

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

14.10 Unit Owners' Personal Coverage.

Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit (or Limited Common Elements appurtenant thereto), nor casualty or theft loss to the contents of an Owner's Unit or Limited Common Elements appurtenant thereto.

14.11 Benefit of Mortgagees.

Certain provisions in this Section 14 entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees.

14.12 Insurance Trustee Optional.

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

15. Reconstruction or Repair After Fire or Other Casualty.**15.1 Determination to Reconstruct or Repair.**

In the event of damage to or destruction of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) as result of fire or other casualty [unless 3, 75% or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is destroyed or substantially damaged and Unit Owners owning 80% or more of the applicable interests in the Common Elements elect not to proceed with repairs or restoration], the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

If 75% or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is substantially damaged or destroyed and if Unit Owners owning 80% of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by the Association, any Unit owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their .3 respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the insured Property lying within the boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to the Optional Property, if any, and/or that portion of the Insured Property lying within the boundaries of the Unit); provided, however, that no payment shall be made to Unit Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Unit in the order of priority

of such mortgages and liens. The remittance to Unit Owners and their mortgagees shall be payable jointly to them. This is covenant for the benefit of the mortgagees and may be enforced by them. f,

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

15.2 Plans and Specifications.

Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements and then applicable building and other codes; or if not, then in accordance with the ;' plans and specifications approved by the Board of Directors of the Association and then applicable building and other codes, and if the damaged property which is to be altered is the Building or the Optional Property, by the Owners of not less than 80% of the applicable interests in the Common Elements, as well as the owners of all Units and other portions of the Optional Property (and their respective mortgagees) the plans for which are to be altered.

15.3 Special Responsibilities.

(a) Special Responsibility.

If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be 3: responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board of Directors (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Association shall have the responsibility to reconstruct and repair the damaged Optional Property, provided the respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on Unit by Unit basis, as determined in the sole discretion of the Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association

(b) Disbursement.

The proceeds of insurance collected on account of casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(i) Association Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than \$100,000, 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 to the Insurance Trustee (if appointed) by an Institutional First Mortgagee which is beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

(ii) Association Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$100,000, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon the further approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(iii) Unit Owners. If there is balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be used by the Association to effect repairs to the Optional Property (if not insured or if under-insured), or may be distributed to Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owner bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his portion of the Optional Property. All proceeds must be used to effect repairs to the Optional Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Optional Property and shall promptly effect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated.

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

(v) Certificate.

Notwithstanding the provisions herein, the Insurance Trustee (if appointed) shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be

deposited by the Association with the Insurance Trustee (if appointed), nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect or otherwise, nor whether disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee (if appointed) may rely upon certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

15.4 Assessments.

If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements. Costs on account of damage to the Optional Property shall be charged to each Owner in proportion to the cost of repairing the damage suffered by each Owner thereof, as determined by the Association.

15.5 Benefit of Mortgagees.

Certain provisions in this Section 15 are for the benefit of mortgagees of Units and may be enforced by any of them.

16. Condemnation.

16.1 Deposit of Awards with Insurance Trustee.

The taking of portions of the Condominium Property by the exercise of the power of eminent domain, or by pre-suit settlement between the condemning authority and the Association in lieu of the exercise of the power of eminent domain, shall be deemed to be casualty. The awards for any such taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee (if appointed). Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee (if appointed); and in

the event of failure to do so, in the discretion of the Board of Directors of the Association, special charge shall be made against defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

16.2 Determination Whether to Continue Condominium.

Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by or in lieu of eminent domain also shall be deemed to be casualty.

16.3 Disbursement of Funds.

If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided herein for disbursement of funds by the Insurance Trustee (if appointed) after casualty, or as elsewhere in this Section 16 specifically provided.

16.4 Unit Reduced But Habitable Upon Restoration (Cure).

If the taking reduces the size of Unit and the remaining portion of the Unit can be made habitable (in the sole opinion and discretion of the Association), then that portion of the total award received as compensation for the taking of portion of that Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

(a) Restoration of Unit.

The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged against the Owner of the Unit. The Association shall have the right to collect and enforce such costs and charges as elsewhere provided in accordance with this Declaration, pursuant to subsection 19.2 and applicable law.

(b) Distribution of Surplus.

The balance of the award received as compensation for damage by the taking to particular Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit,

3' the remittance being made payable jointly to the Owner and such mortgagees.

(c) Adjustment of Shares in Common Elements.

If the floor area of any Unit '3

is reduced by the taking, the percentage representing the share of such Unit in the Common Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be reduced by multiplying the percentage of the applicable Unit prior to reduction by fraction, the numerator of which shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the Unit before the taking. The result of such calculation for each affected Unit is the "Adjusted Percentage Share." The shares of all Unit Owners in the Common Elements, Common Expenses and Common Surplus shall then be computed as follows:

- (i) add the total of all percentage shares, using the Adjusted Percentage Share of any Unit impacted by the taking, to derive the "Remaining Percentage Balance;" and
- (ii) divide the percentage share, or Adjusted Percentage Share if applicable, for each Unit by the Remaining Percentage Balance. The result of such division for each Unit shall be the percentage share thereafter for such Unit, to be adopted by amendment to Exhibit "A-3" hereto, as required by subsection 16.7 herein.

16.5 Unit Made Uninhabitable.

If the taking is of the entire Unit or so reduces, ' the size of Unit that it cannot be made habitable (in the sole opinion and -' discretion of the Association), the award of the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

(a) Payment of Award.

The award shall be paid first to the applicable Institutional First Mortgagees in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

(b) Addition to Common Elements.

The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in condition allowing for, to the extent possible, use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefore shall exceed the balance of the find from the award for the taking, such work

shall be approved in the manner elsewhere required for capital improvements to the Common Elements.

(c) Adjustment of Shares.

The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses '3 and Common Surplus among the reduced number of Units and Unit Owners. This shall be effected by restating the shares of continuing Unit Owners as follows:

- (i) compute the sum of all percentage shares of all continuing Unit Owners (units deemed habitable after the taking), but after completing any adjustment of the percentage shares to such percentage shares required pursuant to subsection 16.4© hereof, to derive the "Percentage Balance"; and
- (ii) divide the percentage share of each Unit of continuing Owner, as it exists prior to this adjustment but after any adjustments made necessary by subsection 16.4© hereof, by the Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit, to be thereafter reflected by amendment to Exhibit "A—3" hereto, as required by subsection 16.7 herein.

(d) Assessments.

If the balance of the award (after payments to the Unit Owners and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as part of the Common Elements, the additional funds -, required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The ,» Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

(e) Arbitration.

If the market value of Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within 30 days after notice of dispute by any affected party, such value 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 ,7 Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. judgment upon the decision rendered by the arbitrators may be entered in any court of j: competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Owners who will not continue after the

taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of the taking.

16.6 Taking of Common Elements.

Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in proportion to the shares which they own in the Common Elements after adjustments to these shares are effected pursuant hereto by reason of the taking. If there is mortgage on Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

16.7 Amendment of Declaration.

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

17. Occupancy and Use Restrictions.

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

17.1 Use of the Units.

No Unit may be used for any purpose other than as single family residence, or for transient purposes consistent with the resumption of use of the Unit as single family residence.

17.2 Children.

Children shall be permitted to reside in the Units, subject to the 'i' provisions of subsection 17.1 above and subject to all of the Rules and Regulations attached to the Association's By—Laws.

17.3 Pets

Each Unit Owner or his tenants may maintain domestic pets in such Unit,

provided said pets are not kept, bred, or maintained for any commercial purpose and in no way become nuisance or annoyance to neighbors. determination by the Board of Directors that pet or animal maintained or harbored within Unit creates nuisance or annoyance shall be binding and conclusive on all parties. Unit Owners and tenants must pick up all solid wastes of their pets and dispose of such waste appropriately. f_ All pets must be registered and approved by the Board, which approval

may be given or withheld in the sole discretion of the Board.

No pets or animals weighing in excess of fifty (50) pounds, or any type of ~. _ exotic pet or exotic animal, shall be kept or harbored on the Condominium Property or within the confines of Unit, without the prior written consent of the Board. Such consent may be given upon such conditions as the Board of Directors may direct, in the sole discretion of the Board of Directors. Such consent shall be only for the particular pet specified in the consent, and shall be deemed provisional and subject to revocation at any time. determination by the E" Board of Directors that pet or animal maintained or harbored within Unit is or is not exotic shall be binding and conclusive on all parties.

Not more than one (1) pet may be kept or harbored within Unit.

All pets, including cats, must be leashed at all times when outside the Unit; otherwise pets must be hand carried at all times when not within the Unit of the pet's owner.

Unless otherwise approved by the Association, an Owner or tenant of Unit any portion of which is located vertically above another Unit shall be limited to one (1) fish tank not to exceed 55 gallons. Notwithstanding the foregoing, any installation of fish tank exceeding 55 gallons and/or any request to install more than one (1) fish tank must be submitted and approved by the Board of Directors of the Condominium Association and be compatible with the structural design of the Building. The Board of Directors of the Condominium may require the review by structural engineer at the sole expense of the Unit Owner.

Pets may not be kept in Limited Common Element, nor be kept in any lobby area of the Condominium Property.

Without limiting the generality of Section 19 hereof, violation of the provisions of this subsection shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable rules and regulations) and/or to require, through order of the Board, any pet to be permanently removed from the Condominium Property.

No one other than an Owner or tenant of Unit, or their house guest, is j: permitted to keep any pets. l.

17.4 Alterations.

Without limiting the generality of subsection 9.1

hereof and except as otherwise provided in this Declaration, no Unit Owner shall

cause or allow improvements or changes to Limited Common Elements or Common Elements, including, but not limited to, painting or other decorating of any nature, installing any electrical wiring, television antenna, machinery, pools, Whirlpools or saunas or air-conditioning units or in any manner changing the appearance of any portion of the Building that is visible from any other Unit, or from any part of the Common Elements, or from any street adjacent to the Land. The sidewalks, entrances, driveways, passages, patios, balconies, courts, vestibules and stairways must be kept open and shall not be obstructed in any manner. No sign, notice or advertisement shall be inscribed or exposed on or at any window or any part of the Condominium, nor shall anything be projected out of any window or door in the Condominium.

No radio, television or other aerial, antenna or other transceiver shall be attached to or hung from the exterior of the Condominium or the roofs thereon, except for installations initially constructed thereon by the Developer and/or agents of the Developer.

17.5 Use of Common Elements.

The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

17.6 Nuisances.

No nuisances (as defined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants.

17.7 No Improper Uses.

No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction there over shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth.

No Unit Owner or tenant shall permit or suffer anything to be done or kept in their Unit which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises or otherwise. Radios, televisions and other instruments that may create disturbing noise should be turned down to minimum volume between the hours of 10:30 PM. and 8:00 AM. All other unnecessary noises between these hours should be avoided. Nor shall Unit Owner commit or

permit any nuisance or any immoral or illegal act in Unit Owner's Unit or on the Common Elements.

Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By—Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this subsection 17.7.

17.8 Leases.

No portion of Unit may be rented unless the tenancy is pursuant to written lease between the Unit Owner and tenant. Leases for all Units shall be deemed to provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of either this Declaration, the Articles of Incorporation, the By—Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium.

Regardless of whether or not expressed in the applicable lease, all Unit Owners shall be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts and omissions of the tenant(s) which constitute violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. Leases for all Units shall comply with and be subject to the provisions of the Declaration of Condominium, Articles of Incorporation, Rules and Regulations, By—Laws, the Act and the provisions of _ ' same shall be deemed expressly incorporated into any lease of Unit. This subsection shall also apply to subleases and assignments and renewals of leases.

17.9 Exterior Improvements: Landscaping.

Without limiting the generality of subsections 9.1 or 17.4 hereof, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, or windows of the Building (including, but not limited to, awnings, signs, screens, window tinting, furniture, fixtures and equipment).

None of the Exterior Appendages that are contiguous to Units and designated as Limited Common Elements under the Declaration may be enclosed, glassed in or screened in, nor may any Unit Owner alter the configurations of such balconies, _ _ or hang draperies, screens or other items therefrom.

17.10 Effect on Developer, Association.

The restrictions and limitations set forth in this Section 17, except subsections 17.3 and 17.8, shall not apply to the Developer nor to Units owned by or leased to the Developer. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 17 for good cause

shown.

17.11 Rules and Regulations.

The rules and regulations attached hereto as Exhibit "A-6" and made part hereof by reference concerning the use of the Condominium property including the units may be amended from time to time by the Board of Directors. Copies of the regulations and amendments shall be furnished by the Association to all Unit Owners. No new or amended regulation may be enforced prior to distribution to the owners.

18. Selling, Transferring and Mortgaging of Units.

The following shall apply to all sales, transfer and mortgages of Units:

18.1 Sales.

There shall be no restriction on the right of any Unit Owner to sell, convey, or transfer his Unit. However, every new Unit Owner must notify the Association of his purchase or acquisition of the Unit by providing the Association with copy of the deed whereby the Unit Owner acquired title to his 3' Unit. Any deed or conveyance to new Unit Owner shall automatically be deemed to provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By—Laws, the Articles of Incorporation, applicable rules and regulations, and all other agreements; documents or instruments affecting the Condominium Property, as the same may be amended from time to time.

18.2 No Severance of Ownership.

Subject to the provisions of Section 17.8 of this Declaration, no part of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements.

18.3 Gifts and Devises. etc.

Any Unit Owner shall be free to convey or transfer his Unit by gift to devise his Unit by will, or to have his Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section 18.

18.4 Mortgage of Units.

Each Unit Owner shall have the right to mortgage his Unit without restriction.

19. Compliance and Default.

Each Unit Owner and every occupant of Unit and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

19.1 Negligence.

Unit Owner shall be liable for the expense of any maintenance, repair or replacement made 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 such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association.

19.2 Compliance.

In the event Unit Owner or occupant fails to maintain Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions Of the Declaration, the By—Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the '1 Association shall have the right to proceed in court to require performance and/or compliance, to impose any applicable fines, to sue in court of law for damages, to make special charge against the Unit Owner and the Unit for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance, to hire an attorney in furtherance of any enforcement action, and to make charge against the Unit Owner and Unit for the costs of such reasonable

attorneys' fees and other costs incurred in requiring performance and/or compliance of the Unit Owner. In addition, the Association has the irrevocable right of access to each Unit during reasonable hours, when necessary, for the maintenance, repair, or replacement of any Common Elements or of any portion of Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to Unit or Units.

19.3 Fines.

In the event Unit Owner or occupant fails to observe and perform all of the provisions of this Declaration, the By—Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner

required, the Association shall have the right to impose fine against the Unit Owner and the Unit. The amount of any fine shall be determined by the Board of Directors of the Association, but in any event shall not exceed \$100 per violation, or \$1,000 in the aggregate for any continuing violation or, alternately, shall not exceed any maximum amount permitted by Section 718.303(3), Fla. Stat, as such Act may be amended from time to time.

Any fine shall be imposed only upon the delivery of written notice to the Unit Owner or tenant, signed by an officer of the Association, which shall state the amount of the fine, the violation for which the fine is imposed, and shall specifically state that the Unit Owner or tenant has the right to contest the fine by delivering written notice to the Association within fourteen (14) days after receipt of the Association's notice of the fine. Failure by the Unit Owner to contest the fine will result in such fine becoming effective as proposed, and becoming due and payable after expiration of the 14 day period following notice.

If the Unit Owner or tenant timely and properly objects to the fine, committee of other Unit Owners ("Unit Owner Committee") appointed by the Board of Directors of the Association for the purpose of conducting these types of hearings shall conduct hearing within thirty (30) days after receipt of the Unit Owner's or tenant's objection, and shall give the Unit Owner or tenant not less than fourteen (14) days written notice of the hearing. Such notice shall include:

- (i) statement of the date, time and place of the hearing;
- (ii) statement of the provisions of the Declaration, Association Bylaws, or Association rules which have allegedly been violated;
- and
- (iii) short and plain statement of the matters asserted by the Association.

At any hearing on proposed fine, the Unit Owner Committee shall conduct reasonable inquiry to determine whether the alleged violation in fact occurred and that the fine imposed is appropriate. The Unit Owner or tenant shall have the right to attend the hearing and to respond to any material considered by the Association and to produce evidence on his behalf and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. If the Unit Owner or tenant fails to attend the noticed hearing, then the hearing will be deemed waived and the Unit Owner Committee may ratify the fine without further proceedings. At the hearing, the Unit Owner Committee shall either ratify the fine or, if the Unit Owner Committee does not agree with the fine, reduce or eliminate the fine. Upon either such action by the Unit Owner Committee, it shall give the Unit Owner or tenant written notice of its decision. Any fine shall be due and payable within fourteen (14) days after written notice of the imposition of the fine or, if hearing is timely requested, within fourteen (14) days after written notice of the Unit Owner Committee's decision at

the hearing. If any fine is levied against tenant and is not paid within fourteen (14) days after same is due, the Association shall have the right to evict the tenant as hereinafter provided.

19.4 Costs and Attorneys' Fees.

In any proceeding arising because of an alleged failure of Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees (including appellate attorneys' fees).

19.5 No Waiver of Rights.

The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute waiver of their right to do so thereafter.

20. Termination of Condominium.

The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by vote of Owners owning all of the applicable interests in the Common Elements and by all of the holders of recorded liens affecting any of the Condominium parcels. In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by any 1" Unit Owner, mortgagee or lienor as if owned in common in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective interests in the Common Elements, provided, however, that no payment shall be made to Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens on his Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the Public Records of Pinellas County, Florida. This Section may not be amended without the consent of the Developer as long as it owns at least one (1) Unit.

21. Additional Rights of Mortgagees and Others.

- 21.1 Institutional First Mortgagees shall have the right, upon written request to the Association, for which the Association may charge reasonable fee, to:** (i) examine the Condominium documents and the Association's books and records, (ii) receive copy of the Association's audited financial statement for the immediately preceding fiscal year, which audited financial statement must be available within 120 days of the Association's fiscal year end, (iii) receive notices of and attend Association meetings, (iv) receive notice of any alleged default in any obligations hereunder by any Unit Owner, on whose Unit such Institutional First Mortgagee holds mortgage, which is not cured within thirty (30) days of notice of default to the Unit Owner, and (v) receive notice of any substantial damage or loss to any portion of the Condominium Property.
- 21.2 Any holder, insurer or guarantor of mortgage on Unit shall have, if first 3,** requested in writing, the right to timely written notice of: (i) any condemnation or casualty loss affecting material portion of the Condominium Property or the affected mortgaged Unit, (ii) sixty (60) day delinquency in the payment of the Assessments on mortgaged Unit, (iii) the occurrence of lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, (iv) any proposed termination of the Condominium, and (v) any proposed action which requires the consent of specified number of mortgage holders.
- 21.3 The approval, which approval shall not be unreasonably withheld, of not less than fifty-one percent (51%) of Institutional First Mortgagees shall be required to effect an amendment to the Declaration which alters provision relating to:** (i) change the configuration or size of any unit in any material fashion; (ii) materially altering or modifying the appurtenances to the unit; and (iii) change in the proportion or percentage by which the unit owner shares the common expenses of the condominium and owns the common surplus of the condominium.

22. Covenant Running With the Land.

All provisions of this Declaration, the Articles, Bylaws and applicable rules and regulations of the Association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives,

successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the Articles, By—Laws and applicable rules and regulations, as they may be amended from time to time. The acceptance of deed of conveyance, or the entering into of lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations of the Association, as they may be amended from time to time, including, but not limited to, ratification of any appointments of attorneys-in-fact contained herein.

23. Additional Provisions.

23.1 Notices.

All notices to the Association required or desired hereunder or under the By—Laws of the Association shall be sent by certified mail (return receipt requested) or registered mail to the Association in care of its office at the 4' Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as ,5 provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in postage prepaid sealed wrapper, except notices of change of address, which shall be deemed to have been given when received, or business days after proper mailing, whichever shall first occur.

23.2 Interpretation.

The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

23.3 Mortgagees.

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

23.4 Exhibits.

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

23.5 Signature of President and Secretary.

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

23.6 Governing Law.

Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

23.7 Severability.

The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

23.8 Waiver.

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

23.9 Ratification.

Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By—Laws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.

23.10 Execution of Documents; Attorney-in—Fact.

Without limiting the generality of

other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the Land as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby the Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This Power of Attorney is irrevocable and coupled with an interest. The provisions of this subsection may not be amended without the consent of the Developer.

23.11 Gender; Plurality.

Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

23.12 Captions.

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

23.13 Access of Developer to Building and Units.

For as long as Developer remains liable to the Condominium Association, under any warranty, whether statutory, express or implied, for any act or omission of Developer in the development, construction, sale and marketing of the Condominium, then Developer and its agents shall have the right, in Developer's sole discretion, and from time to time, to enter the Condominium Property for the purpose of inspecting, testing and surveying same, to determine the need for repairs, improvements or replacements, so as to permit Developer to fulfill its obligations under such warranties. Failure of the Condominium Association or of Unit Owner to grant such access may result in the appropriate warranty being nullified and of no further force or effect.

23.14 Parking Requirements.

The City of St. Petersburg's applicable parking requirements shall be complied with at all times.

23.15 Unit Combinations.

Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Developer from removing or authorizing the removal of any party wall(s) between any two or more Units, provided all such Units are either owned by Developer, or Developer and all other owners of the Units to be

combined execute valid contract for the acquisition of the combined unit by any such owner, or by third party. In such event, all assessments, voting rights and the share of the Common Elements shall be calculated as originally designated on the exhibits attached to this Declaration, notwithstanding the fact that several Units are used as one, to the intent and purposes that the Unit Owner of such ~ combined Units shall be treated as the Unit Owner of as many Units as have been *- so combined. However, there shall be no change to the configuration or size of any Unit in any material fashion, material alteration or modification to the appurtenances to any Unit or change to the percentage interest in the Common Elements and share of Common Surplus and Common Expenses of any Unit unless the record owner of the affected Unit(s) and all record owners of is mortgages or other liens on the affected Unit(s) shall join in the execution of the amendment and unless majority of the record owners of all other Units approve _; the amendment.

If the Developer combines any Units, the changes shall be as reflected by an amendment to this Declaration with survey attached reflecting such changes and said amendment need only be executed and acknowledged by the Developer and the holders of any institutional mortgages encumbering the affected Units unless otherwise required by the preceding sentence or by Section 718.110(4), Fla. Stat. The survey shall be certified in the manner provided by the Act.

23.16 Implied and Express Warranties.

THE DEVELOPER EXPRESSLY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES WITH REGARD TO ANY ASPECT OF THIS CONDOMINIUM, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, EXCEPT FOR THE FOLLOWING IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY FOR THE PURPOSES OR USES INTENDED, DEEMED TO HAVE BEEN GRANTED BY DEVELOPER PURSUANT TO SECTION 718.203, FLA. STAT.:

- (a) As to each Unit, warranty for years commencing with the completion of the building containing the Unit.
- (b) As to the personal property that is transferred with, or appurtenant to, each Unit, warranty which is for the same period as that provided by the manufacturer of the personal property, commencing with the date of _ closing of the purchase or the date of possession of the Unit, whichever is earlier.
- (c) As to all other improvements for the use of Unit Owners, 3-year warranty commencing with the date of completion of the improvements.
- (d) As to all other personal property for the use of Unit Owners, warranty which shall be the same as that provided by the manufacturer of the personal property.

- (e) As to the roof and structural components of the Building or other improvements and as to mechanical, electrical, and plumbing elements serving improvements or the Building, except mechanical elements

serving only one Unit, warranty for period beginning with the , completion of construction of the Building or improvement and continuing for years thereafter or year after owners other than the Developer obtain control of the Association, whichever occurs last, but in no event more than years.

- (f) As to all other property which is conveyed with Unit, warranty to the initial purchaser of each Unit for period of year from the date of

closing of the purchase or the date of possession, whichever occurs first.

24. Mandatory Nonbinding Arbitration of Disputes.

(a) Prior to the institution of court litigation, the parties to dispute, as further defined herein, shall petition the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business and Professional Regulation (the "Division") for nonbinding arbitration. Arbitration shall be conducted according to rules promulgated by the Division. The filing of petition for arbitration shall toll the applicable statute of limitations. For purposes of this paragraph 24, dispute shall be as defined pursuant to Section 718.1255, Fla. Stat. as amended from time to time.

(b) At the request of any party to the arbitration, such arbitrator shall issue subpoenas for the attendance of witnesses and the production of books, records, documents, and other evidence and any party on whose behalf subpoena is issued may apply to the court for orders compelling such attendance and production. Subpoenas shall be served and shall be enforceable in the manner provided by the Florida Rules of Civil Procedure. Discovery may in the discretion of the arbitrator be permitted in the manner provided by the Florida Rules of Civil Procedure.

(c) The arbitration decision shall be presented to the parties in writing. An arbitration decision shall be final if complaint for trial de novo is not filed within 30 days in court of competent jurisdiction in which the Condominium is located. The right to file for trial de novo entitles the parties to file complaint in the appropriate trial court for judicial resolution of the dispute. The prevailing party may be awarded reasonable attorneys' fees, the costs of the arbitration, or both, in an amount determined in the discretion of the arbitrator.

(d) The party who files complaint for trial de nova shall be assessed the other party's arbitration costs, court costs, and other reasonable costs,

including attorneys' fees, investigation expenses, and expenses for expert testimony or evidence incurred after the arbitration hearing if the judgment upon the trial de novo, or obtained in lieu of trial pursuant to settlement or otherwise, is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed complaint for trial de novo shall be awarded reasonable court costs and attorneys' fees.

(e) The decision of an arbitrator shall be final; however, such decision shall not be deemed final agency action. Nothing in this provision shall be construed to foreclose parties from proceeding in trial de novo. If such judicial proceedings are initiated, the final decision of the arbitrator shall be admissible in evidence in the trial de novo.

(f) Any party to an arbitration proceeding may enforce an arbitration award by filing petition in court of competent jurisdiction in which the Condominium is located. petition may not be granted unless the time for appeal by filing of complaint for trial de nova has expired. If complaint for trial de nova has been filed, petition to enforce may not be granted with respect to an arbitration award that has been stayed. If the petition is granted, the petitioner may recover reasonable attorneys' fees and costs incurred in enforcing the arbitration award.

Signed, sealed and delivered
in the presence of:

WW AT PALLADIUM FLATS, L.L.C.,
a Florida limited liability company

Signed: *Brad Wood*

By: *[Signature]*

Print Name: BRAD WOOD

Name: Blake Thompson

Signed: *Kimberly Demanche*

Title: MGMK

Print Name: Kimberly Demanche

Date: 9/23/04

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 23rd day of September, 2004, by Blake W. Thompson, as Managing Member of WW AT PALLADIUM FLATS, L.L.C., a Florida limited liability company. He is [] personally known to me or [] has produced _____ as identification.

My Commission Expires:
(NOTARY STAMP BELOW)

Bradley Wood [SEAL]
NOTARY PUBLIC, State of Florida at Large



Bradley J. Wood
MY COMMISSION # D0201306 EXPIRES
April 8, 2007
BONDED THRU TROY FAIR INSURANCE, INC.

UNOFFICIAL

JOINDER

W FLATS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, W FLATS CONDOMINIUM ASSOCIATION, INC., has caused these presents to be signed in its name by its proper officer and its corporate seal to be affixed this 23rd day of September, 2004.

Signed, sealed and delivered in the presence of:

W FLATS CONDOMINIUM ASSOCIATION, INC., a Florida corporation

Signed: [Signature]

By: [Signature]

Print Name: Blake Wood

Name: Blake Thompson

Signed: Kimberly Demanche

Title: Vice President

Print Name: Kimberly Demanche

Date: 9/23/2004

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 23rd day of September, 2004, by Blake Thompson, as Vice President of W FLATS CONDOMINIUM ASSOCIATION, INC., a Florida corporation. He is personally known to me or has produced _____ as identification.

My Commission Expires:
(NOTARY STAMP BELOW)

[Signature] [SEAL]
NOTARY PUBLIC, State of Florida at Large

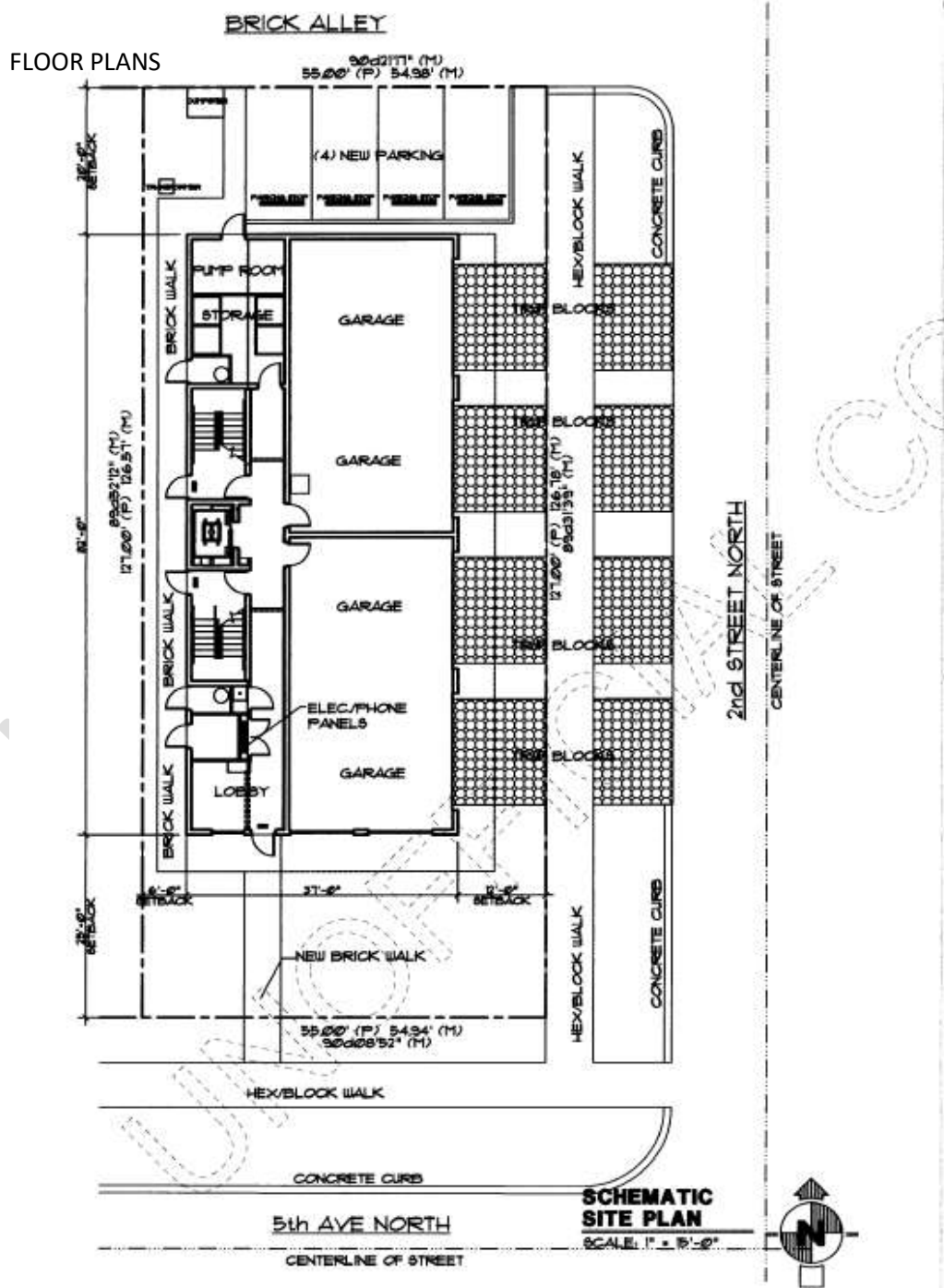


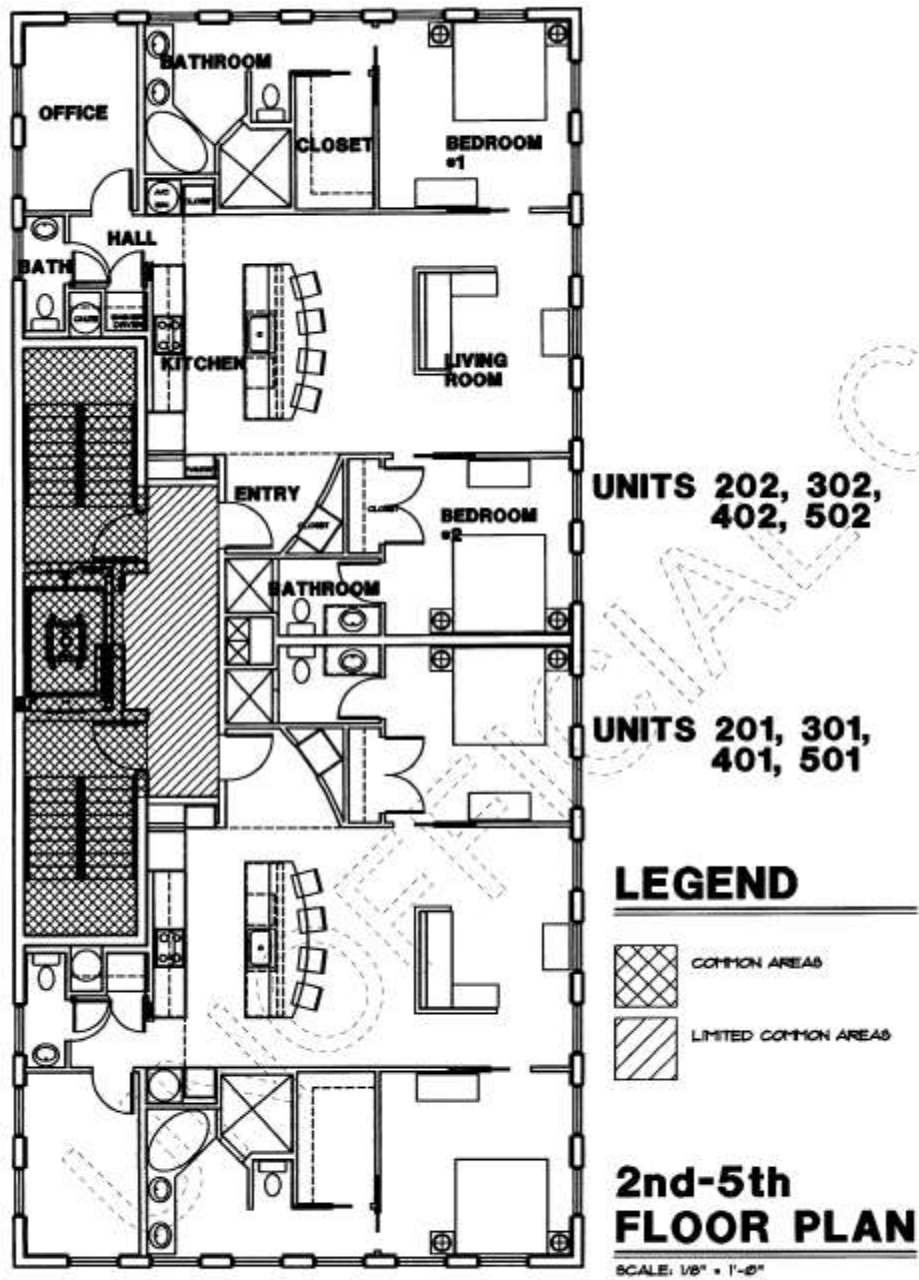
Bradley J. Wood
MY COMMISSION # DD201366 EXPIRES
April 8, 2007
BONDED THROUGH FARM INSURANCE, INC.



EXHIBIT A-1 LEGAL DESCRIPTION OF THE LAND

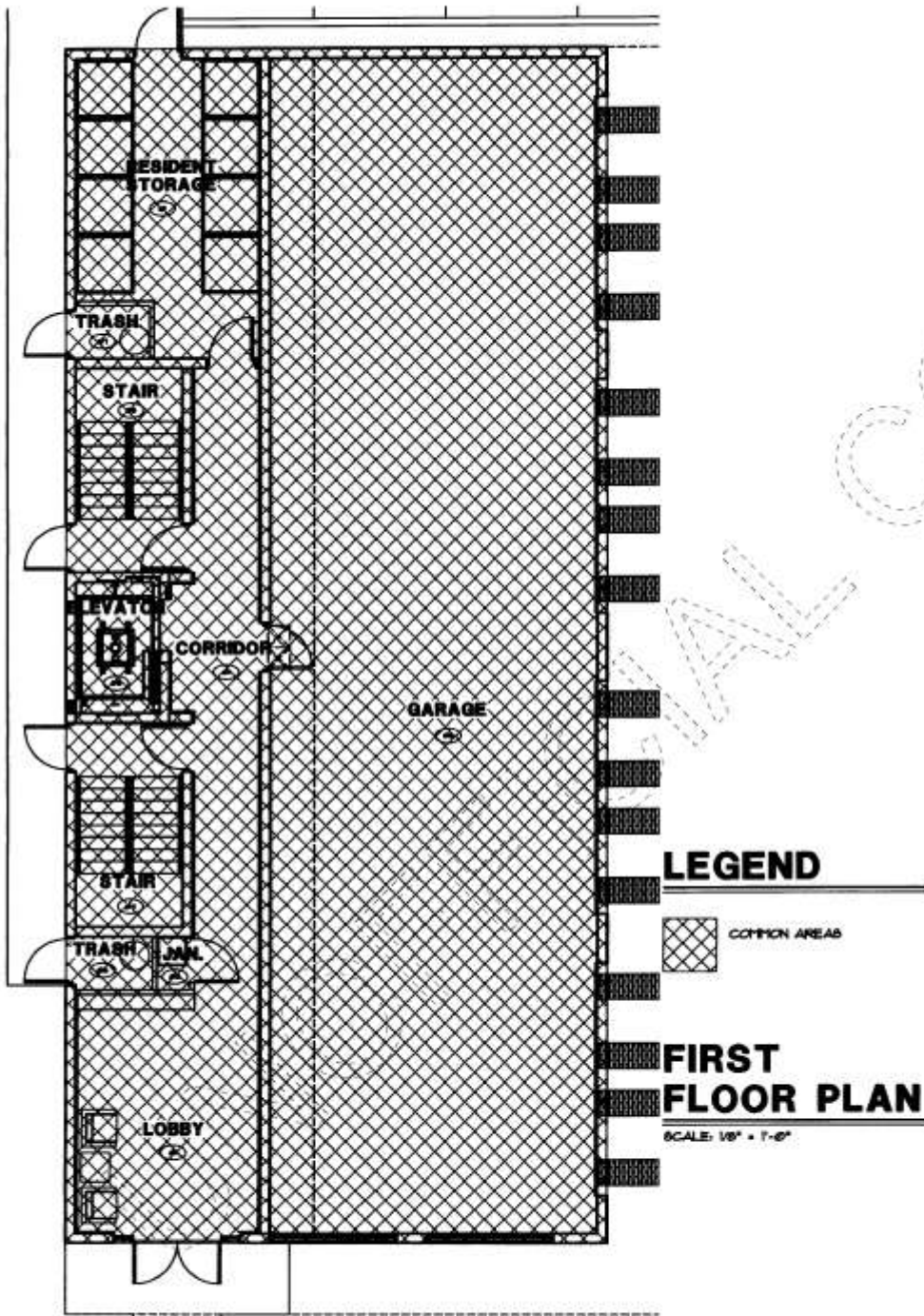
Lot 16, Block "B", THORNTON SUBDIVISION OF BLOCKS "B" and "C" OF THE THORNTON ADDITION TO ST. PETERSBURG, according to the plat thereof, as recorded in Plat Book 1, Page 61, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly part.

EXHIBIT A-2 SURVEY, GRAPHIC DESCRIPTION, PLOT PLAN





	<p>W FLATS Condominiums 5th Avenue North St. Petersburg, Florida</p>	 <p>architectonics Studio Lic. # AA-000647 5655 1st Ave. N St. Petersburg, FL 33710 Tel 727-629-6079 Tel 727-629-1004 M 727-629-6080 email 202@architectonics.com http://www.architectonics.com</p>
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 <p>W FLATS Condominiums 5th Avenue North St. Petersburg, Florida</p>	 <p>rchitectonics Studio Lic. # AA-000007 2500 1st Ave. N St. Petersburg, FL 33710 tel 727-620-0270 fax 727-620-1004 or 727-620-0000 email jacob@architectonics.com http://architectonics.com</p>
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EXHIBIT A-2 SURVEY, GRAPHIC DESCRIPTION, PLOT PLAN

Developer's Reserved Right to Amend At the time of the initial recording of this Declaration of Condominium, the improvements of FLATS, CONDOMINIUM, are under construction, but are not sufficiently complete to permit the Surveyor's Certificate to be given. On the completion of the construction of the single condominium building proposed for this development, this Declaration of Condominium, the Surveyor's Certificate, and this Exhibit will be amended or supplemented from time to time by the recording of as-built drawings where necessary and by adding the Surveyor's Certificate with respect to the completed building, as they individually or in concert become sufficiently complete. The Developer reserves the right to amend and supplement this Declaration of Condominium and this Exhibit "A-2" by issuing, executing, and causing to be recorded those amendments, modifications, and supplements, adding the additional drawings and Surveyors' Certificates as aforesaid from time to time, and without requiring the joinder of any other person.

EXHIBIT A-3 SCHEDULE OF UNDIVIDED FRACTIONAL INTERESTS IN COMMON ELEMENTS, COMMON SURPLUS AND COMMON EXPENSES

Unit	Fractional Interest
201	0.125
202	0.125
301	0.125
302	0.125
401	0.125
402	0.125
501	0.125
502	0.125
TOTAL	1.0

Note #1 to:
EXHIBIT TO THE
DECLARATION OF CONDOMINIUM
OF
FLATS, CONDOMINIUM :_
SCHEDULE OF UNDIVIDED FRACTIONAL INTERESTS IN
COMMON ELEMENTS, COMMON SURPLUS AND COMMON
EXPENSES

- A. Each unit in the Condominium shall have as an appurtenance an undivided share in the common elements as set forth in Exhibit "A—Z" that is attached to and made part of this Declaration.
- B. The common expenses shall be borne by the condominium residence owners and those residence owners shall share in the common surplus in the proportions set forth for the common elements in Exhibit "A—2", and as further set forth in the schedule of this Exhibit "A 3".

EXHIBIT A-4 ARTICLES OF INCORPORATION

ARTICLE 1 NAME AND ADDRESS

The name of the corporation shall be FLATS CONDOMINIUM ASSOCIATION, INC. The principal address of the corporation is 405 Central Avenue, Suite 100, St. Petersburg, FL 33701. For

convenience, the corporation shall be referred to in this instrument as the “Association,” the Declaration of Condominium as the “Declaration,” these Articles of Incorporation as the “Articles,” and the Bylaws of the Association as the “Bylaws.”

ARTICLE 2 PURPOSE

The purpose for which the Association is organized is to provide an entity under the Florida Condominium Act as it exists on the date hereof (the “Act”) for the operation of that certain condominium located or to be located in Pinellas County, Florida, and known as FLATS, CONDOMINIUM.

ARTICLE 3 DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of the Condominium to be recorded in the Public Records of Pinellas County, Florida, unless herein provided to the contrary or unless the context otherwise requires.

ARTICLE 4 POWERS

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

4.1 General.

The Association shall have all of the common-law and statutory powers of not-for-profit corporation under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the Bylaws, or the Act.

4.2 Enumeration.

The Association shall have the powers and duties set forth in the Act except as limited by these Articles, the Bylaws, and the Declaration (to the extent that they are not in conflict with the Act) and all of the powers and duties reasonably necessary to operate the Condominium under the Declaration and as more particularly described in the Bylaws, as they may be amended from time to time, including, but not limited to, the following:

- (a) To make and collect assessments and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.
- (b) To buy, own, operate, lease, sell, trade, and mortgage both real and personal property.
- (c) To maintain, repair, replace, reconstruct, add to, and operate the Condominium Property, and other property acquired or leased by the Association. E.
- (d) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its Officers, Directors, and Unit Owners.
- (e) To make and amend reasonable rules and regulations for the maintenance, conservation, and use of the Condominium Property and for the health, comfort, safety, and welfare of the Unit Owners.
- (f) To approve or disapprove the leasing, transfer of ownership, and occupancy to

the extent authorized by the Declaration.

(g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the Rules and Regulations for the use of the Condominium Property, subject, however, to the limitation regarding assessing Units owned by the Developer for fees and expenses relating in any way to claims or potential claims against the Developer as set forth in the Declaration or Bylaws.

(h) To contract for the management and maintenance of the Condominium Property and to authorize management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of I; assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of the Common Elements using funds made available by the Association. The Association and its Officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the levy of assessments, promulgation of rules, and execution of contracts on behalf of the Association.

(i) To employ personnel to perform the services required for the proper operation, maintenance, conservation, and use of the Condominium.

4.3 Condominium Property.

All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles, and the Bylaws.

4.4 Distribution of Income; Dissolution.

The Association shall make no distributions of income to its members, Directors or Officers.

4.5 Limitation.

The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and Bylaws.

ARTICLE 5 MEMBERS

5.1 Membership.

The members of the Association shall consist of all of the record title Owners of Units in the Condominium from time to time, and, after termination of the 3' Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns. New members shall deliver true copy of the recorded deed or other instrument of acquisition of title to the Association.

5.2 Assignment.

The share of member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the Unit for which that share is held.

5.3 Voting.

On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and Bylaws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

5.4 Meetings.

The Bylaws shall provide for an annual meeting of members, and may provide for regular and special meetings of members other than the annual meeting.

ARTICLE 6 TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 7 INCORPORATOR

The name and address of the Incorporator of this Corporation is Blake W. Thompson, whose address is 405 Central Avenue, Suite 100, St. Petersburg, FL 33701.

ARTICLE 8 OFFICERS

The affairs of the Association shall be administered by the Officers holding the offices designated in the Bylaws. The Officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of

the Board of Directors. The Bylaws may provide for the removal from office of Officers, for filling vacancies, and for the duties and qualifications of the Officers. The names and addresses of the Officers

who shall serve until their successors are designated by the Board of Directors are as follows:

President: Joel Walker

450 Misty Hill Lane

Seneca, SC 29678

Vice President: Blake W. Thompson

405 Central Avenue, Suite 100

St. Petersburg, FL 33701

Secretary—Treasurer: Mary Caroline Walker

450 Misty Hill Lane

Seneca, SC 29678

ARTICLE 9 DIRECTORS

9.1 Number and Qualification.

The property, business, and affairs of the Association shall be managed by board consisting of the number of Directors determined in the manner provided by the Bylaws, but which shall consist of not less than three Directors and _; which shall always be an odd number.

9.2 Duties and Powers.

All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by Unit Owners when such approval is specifically required.

9.3 Election; Removal.

Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

9.4 Term of Developer's Directors.

The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the Bylaws.

9.5 First Directors.

The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

NAME	ADDRESS
Joel Walker	450 Misty Hill Lane Seneca, SC 29678
Blake W. Thompson	405 Central Avenue, Suite 100 St. Petersburg, FL 33701
Mary Caroline Walker	450 Misty Hill Lane Seneca, SC 29678

ARTICLE 10 INDEMNIFICATION

10.1 Indemnity.

The Association shall indemnify any person who was or is party or is threatened to be made party to any threatened, pending or contemplated action, lawsuit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was Director, employee, Officer, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by that person in connection with such action, lawsuit, or proceeding unless (a) court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in manner he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, lawsuit, or proceeding by judgment, order, settlement, conviction or upon plea of nolo contendere or its equivalent shall not, of itself, create presumption that the person did not act in good faith or did act in manner that he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful.

10.2 Expenses.

To the extent that Director, Officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, lawsuit, or proceeding referred to in Section 10.1 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection with that defense.

10.3 Advances.

Expenses incurred in defending civil or criminal action, lawsuit, or proceeding shall be paid by the Association in advance of the final disposition of such action, lawsuit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, employee, or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article 10. §.

10.4 Miscellaneous.

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members, or otherwise, and shall continue as to person who has ceased to be Director, Officer, employee, or agent and shall inure to the benefit of the heirs and personal representatives of that person.

10.5 Insurance.

The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was Director, Officer, employee, or agent of the Association, or is or was serving, at the request of the Association, as Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

10.6 Amendment.

Anything to the contrary herein notwithstanding, the provisions of this Article 10 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE 11 BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided in the Bylaws and the Declaration.

ARTICLE 12 AMENDMENTS

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

12.1 Notice

Notice of proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in RS. Chapter 617. Such notice shall contain the proposed amendment or summary of the changes to be affected thereby.

12.2 Adoption.

Amendments shall be proposed and adopted in the manner provided in RS. Chapter 617 and in the Act (the latter to control over the former to the extent provided for in the Act).

12.3 Limitation.

No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, nor any changes in Sections 4.3, 4.4, or 4.5 of Article 4, titled "Powers," without the approval in writing of all members and the joinder of all record Owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration, or the Bylaws, nor shall any 35 amendment make any changes that would in any way affect any of the rights, privileges, powers, or options herein provided in favor of or reserved to the Developer, or an affiliate, successor, or assign of the Developer unless the Developer shall join in the execution of the amendment. No amendment to this paragraph 12.3 shall be effective.

12.4 Developer Amendments.

To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration, including, but not limited to, Article 6.2 of the Declaration, allowing certain amendments to be effected by the Developer alone.

12.5 Recording.

A copy of each amendment shall be filed with the Secretary of State under the provisions of applicable Florida law, and copy certified by the Secretary of State shall be recorded in the public records of Pinellas County, Florida.

ARTICLE 13 INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this Corporation shall be at 405 Central Avenue, Suite 100, St. Petersburg, FL 33701 with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent of the Corporation shall be Blake W. Thompson, who shall also be resident agent, whose address is 405 Central Avenue, Suite 100, St. Petersburg, FL 33701.

IN WITNESS WHEREOF, the Incorporator has affixed his signature the day and year set forth below:

below.

Blake W. Thompson
Blake W. Thompson

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me on the 23rd day of September, 2004, by Blake W. Thompson, who is [personally known to me or who has [] produced _____ as identification and who did not take an oath.

AFFIX SEAL:

Bonnie Wood
Notary Public - State of Florida
Penelope J. Wood
Printed name of Notary Public

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with the Laws of the State of Florida, the following is submitted:

That desiring to organize under the laws of the state of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County of Pinellas, State of Florida, the corporation named in the said Articles has named Blake W. Thompson, whose address is 405 Central Avenue, Suite 100, St. Petersburg, FL 33701, as its statutory registered agent.

Having been named the statutory agent of the corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity and agree to comply with the provisions of Florida law relative to keeping the registered office open.

DATED this 23rd day of September, 2004

Blake W. Thompson
Blake W. Thompson

UNOFFICIAL

Signed, sealed and delivered
in the presence of:

PALLADIUM FLATS CONDOMINIUM
ASSOCIATION, INC., a Florida corporation

Signed: Brad Wood

By: [Signature]

Print Name: BRAD WOOD

Name: BLAKE THOMPSON

Signed: Kimberly Demanche

Title: VICE PRESIDENT

Print Name: Kimberly Demanche

Date: Sept 23-04

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 23rd day of
SEPTEMBER, 2004, by BLAKE THOMPSON, as VICE-PRESIDENT
of PALLADIUM FLATS CONDOMINIUM ASSOCIATION, INC., a Florida corporation. He
is [] personally known to me or [] has produced _____ as
identification.

My Commission Expires:
(NOTARY STAMP BELOW)

[Signature] [SEAL]
NOTARY PUBLIC, State of Florida at Large



Bradley J. Wood
MY COMMISSION # DD201306 EXPIRES
April 8, 2007
BONDED THRU TROY FARM INSURANCE, INC.

UNC

EXHIBIT A-5 TO DECLARATION OF CONDOMINIUM BYLAWS FOR ASSOCIATION

1. Identity.

These are the Bylaws of Flats Condominium Association, Inc. (the "Association"), not-for-profit corporation incorporated under the laws of the State of Florida and organized for the purpose of administering that certain condominium located in Pinellas County, Florida, and known as Flats, Condominium (the "Condominium").

1.1 Principal Office.

The principal office of the Association shall be at 405 Central

Avenue, Suite 100, St. Petersburg, FL 33701, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept in Pinellas County, Florida, or at such other place within the State of Florida as may be permitted by the Condominium Act ("Act") from time to time.

1.2 Fiscal Year.

The fiscal year of the Association shall be the calendar year.

1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Not—For-Profit Corporation," and the year of incorporation.

2. Definitions.

For convenience, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles." The other terms used in these Bylaws shall have the same definitions and meanings as those set forth in the Declaration for the Condominium unless herein provided to the contrary or the context otherwise requires.

3. Members.

3.1 Annual Meeting.

The annual members' meeting shall be held on the date, at the place, and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than 13 months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of December following the year in which the Declaration is filed, at such time, place, and date as the Board shall determine.

3.2 Special Meetings.

Special members' meetings shall be held at such places as provided herein for annual meetings and may be called by the President or by ;, majority of the Board of Directors of the Association and must be called by the President or Secretary upon receipt of written request from majority of the members of the Association. The business conducted at special meeting shall be limited to that stated in the notice of the meeting. Special meetings may also be called by Unit Owners in the manner provided for in the Act, including, but not limited to, the following: (i) special meeting of the Unit Owners for purposes of recalling member or members of the Board of Directors in accordance with F.S. 718.112(2)(i) and (ii) such special meeting of Unit Owners as set forth in Article of these Bylaws.

3.3 Notice of Meeting; Waiver of Notice.

Notice of meeting of members, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. copy of the notice shall be posted at conspicuous place on the Condominium Property at least 14 continuous days prior to the annual meeting. The notice of the annual meeting shall also be sent by mail or hand delivered to each Unit Owner unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail or hand delivery. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice shall be effected not less than 14 days nor more than 60 days prior to the date of the meeting. Proof of posting shall be given by affidavit, and proof of mailing of the notice shall be 'i given by affidavit or the retention of post office certificate of mailing.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting except when his or her (or the authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An Officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this Section and F.S. 718.112(2)(d)2, to each Unit Owner at the address last furnished to the Association. No other proof of notice of meeting shall be required.

3.4 Quorum.

A quorum at members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast in excess of majority of the votes of members.

3.5 Voting.

- (a) Number of Votes. Except as provided in Section 3.10 hereof, in any

meeting of members, the Owners of Units shall be entitled to cast one vote for each Unit owned. The vote of Unit shall not be divisible.

- (b) Majority Vote. The acts approved by majority of the votes present in person or by proxy at meeting at which quorum shall have been attached shall be binding upon all Unit Owners for all purposes except where otherwise provided by law, the Declaration, the Articles, or these Bylaws. As used in these Bylaws, the Articles, or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean majority of the members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of members and not of the members themselves.

- (c) Voting Member. If Unit is owned by one person, the right to vote shall be established by the roster of members. If Unit is owned by more than one person, those persons (including husbands and wives) shall decide among themselves who shall cast the vote of the Unit. In the event that

those persons cannot so decide, no vote shall be cast. person casting '1 vote for Unit shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified. If Unit is owned by corporation, the person entitled to cast the vote for the Unit shall be designated by certificate signed by an appropriate Officer of the corporation and filed with the Secretary of the Association. Such person need not be Unit Owner. Those certificates shall be valid until revoked or superseded by subsequent certificate or until change occurs in the ownership of the Unit concerned. certificate designating the person entitled to cast the vote for Unit may be revoked by any record Owner of an undivided interest in the Unit. If certificate designating the person entitled to cast the vote for Unit for which that certificate is required is not on file or has been revoked, the vote attributable to that Unit shall not 1' be considered in determining whether quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

3.6 Proxies.

Votes may be cast in person or by proxy. proxy may be made by any person entitled to vote but shall be valid only for the specific meeting for which originally given and any lawful adjourned meetings thereof. All proxies must be filed with the Secretary before the appointed time of each meeting and such proxy shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for

period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. proxy must be in writing, be signed by the person authorized to cast the vote for the Unit (as described in Section 3.5), name the person(s) voting by proxy and the person authorized to vote for such person(s), and be filed with the Secretary of the Association before the time to which the meeting is adjourned. Each proxy shall contain the date, time, and place of the meeting for which it is given and, if limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. Holders of proxies need not be Unit Owners. Notwithstanding the foregoing, no proxy, limited or general, shall be used in the election of Board members, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise.

Except as specifically otherwise provided, Unit Owners may not vote by general proxy, but may vote by limited proxies in the form adopted by the Division of Florida Land Sales, Condominiums, and Mobile Homes (the "Division"). Limited proxies and general proxies may be used to establish quorum. Limited proxies must be used for votes taken to waive or reduce reserves, to waive financial reporting requirements, to amend the Condominium documents, and for any other matter for which F.S. Chapter 718 requires or permits vote of the Unit Owners. No proxy, limited or general, may be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for no substantive changes to items for which limited proxy is required and given.

3.7 Adjourned Meetings.

If any proposed meeting cannot be organized because quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

3.8 Order of Business.

If quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:

- (a) Call to order by President;
- (b) Appointment by the President of chair of the meeting (who need not be member or Director);
- (c) Election of Directors;

- (d) Proof of notice of the meeting or waiver of notice;
- (e) Reading of minutes; i'
- (f) Reports of Officers;
- (g) Reports of committees;
- (h) Unfinished business;
- (i) New business;
- (i) Adjournment.

Such order may be waived in whole or in part by direction of the chair.

3.9 Minutes of Meeting.

The minutes of all meetings of Unit Owners shall be kept in book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for period of not less than seven years.

3.10 Action Without Meeting.

Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action that may be taken at any annual or special meeting of such members, may be taken without meeting, without prior notice, and without vote if consent in writing, setting forth the action so taken, shall be signed by '5 the members (or persons authorized to cast the vote of any such members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at meeting of members at which quorum of members (or authorized persons) entitled to vote thereon were present and voted. Within 10 days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

3.11 Unit Owner Participation.

Unit Owners shall have the right to participate in

meetings of Unit Owners with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner participation. Any Unit Owner may tape record or videotape meeting of the Unit Owners subject to reasonable rules adopted by the Division.

4. Directors.

4.1 Membership.

The affairs of the Association shall be governed by Board of not

less than three nor more than five Directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership, provided, however, that the number of Directors shall always be an odd number. During Developer control, Directors need not be Unit Owners; provided, however, upon turnover, each Director, other than any Developer appointed or elected Director, shall be Unit Owner.

4.2 Election of Directors.

The election of Directors shall be conducted in the following manner:

- (a) Election of Directors shall be held at the annual members' meeting except as provided herein to the contrary.
- (b) Not less than 60 days before scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Unit Owner entitled to vote, first notice of the date of the election. Any Unit Owner or other eligible person desiring to be candidate for the board of administration shall give written notice to the Association not less than 40 days before scheduled election. The Association shall then mail or deliver second notice of the meeting at least 14 days prior to the meeting, which notice must include an agenda, to all Unit Owners entitled to vote therein, together with written ballot that shall list all candidates. Upon request of candidate, the Association shall include an information sheet, no larger than ½ inches by 11 inches [furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the _; Association.
- (c) The election shall be by written ballot or voting machine and by plurality of the votes cast, each person voting being entitled to cast his or her vote for each of as many nominees as there are vacancies to be filled. The entire membership shall vote for all of the Directors. No Unit Owner shall permit another person to cast his or her ballot and any such ballots improperly cast shall be deemed invalid except for Unit Owner who needs assistance in voting due to blindness, disability, or inability to read or write.
- (d) There shall be no quorum requirement or minimum number of votes '1 necessary for election of Board of Directors. However, at least 20% of the »' eligible voters must cast ballot in order for the election to be valid.
- (e) No nominating committees, no slates of Directors, no nominations from the floor, and no write-in candidates are permitted. Any Unit Owner who indicates an interest in running must be placed on the ballot. Election and balloting are not required unless more candidates file notices of intent to

run or are nominated than there are vacancies on the Board.

4.3 Vacancies and Removal.

- (a) Except as to vacancies resulting from removal of Directors by members,

vacancies on the Board of Directors occurring between annual meetings of members shall be filled by the affirmative vote of the remaining Board of Directors, even if the remaining Directors constitute less than quorum, provided that all vacancies in Directorships to which Directors were appointed by the Developer under the provisions of section 4.16 hereof shall be filled by the Developer without the necessity of any meeting.

- (b) Any Director elected by the members (other than the Developer) may be removed by concurrence of majority of the votes of all the voting interests at special meeting of members called for that purpose, which

meeting may be called by 10% of the voting interests, giving notice of the meeting as required for meeting of Unit Owners, and stating the purpose of the meeting, or by written agreement signed by majority of the Owners of all Units.

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

If the proposed recall is by an agreement in writing by majority of all voting interests, the agreement in writing or copy thereof shall be served on the Association by certified mail or by personal service in the manner », authorized by F.S. Chapter 48 and the Florida Rules of Civil Procedure.

The Board shall duly notice and hold meeting of the Board within five fill business days after receipt of the agreement in writing. At the meeting, the Board shall either certify the written agreement to recall member or members of the Board, in which case such member or members shall be recalled effective immediately, and shall turn over to the Board within five ~; full business days any and all records and property of the Association in their possession, or proceed as described below.

If the Board determines not to certify the written agreement to recall member or members of the Board, or does not certify the recall by vote at meeting, the Board shall, within five full business days after the

meeting, file with the Division petition for binding arbitration under the procedures in F.S. 718.1255. For the purposes of this section, the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall will be effective upon mailing of the final order of arbitration to the Association. If the Association fails to comply with the order of the arbitrator, the Division may take action under F.S. 718.501. Any member or members so recalled shall deliver to the Board any and all records of the Association in their possession within five full business days of the effective date of the recall.

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

If vacancy occurs on the Board as result of recall and less than majority of the Board members are removed, the vacancy may be filled by the affirmative vote of majority of the remaining Directors, notwithstanding any provision to the contrary contained in Section 4.2 herein. If vacancies occur on the Board as result of recall and majority or more of the Board members are removed, the vacancies shall be filled in accordance with procedural rules to be adopted by the Division.

- (c) Anything to the contrary herein notwithstanding, until majority of the Directors are elected by the members other than the Developer of the Condominium, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Developer, shall be subject to removal by members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting. (See Section 4.16 below.)
- (d) If vacancy on the Board of Directors results in the inability to obtain quorum of Directors in accordance with these Bylaws, any Owner may apply to the Circuit Court within whose jurisdiction the Condominium lies for the appointment of receiver to manage the affairs of the Association. At least 30 days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in conspicuous place on the Condominium Property notice describing the intended action and giving

the Association an opportunity to fill the vacancy or vacancies in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy or vacancies, the Unit Owner may proceed with the petition. If receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all powers and duties of duly constituted Board of Directors and shall serve until the Association fills the vacancy or vacancies on the Board sufficient to constitute quorum in accordance with these Bylaws.

4.4 Term.

Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his or her successor is duly elected and has taken office, or until he or she is removed in the manner provided in section 4.3.

4.5 Organizational Meeting.

The organizational meeting of newly elected or appointed Directors shall be held within 10 days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed. Notice of the organizational meeting shall be as required for regular meetings of the Board of Directors.

4.6 Regular Meetings.

Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, or telegraph, and shall be transmitted at least 48 hours prior to the meeting. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings shall be posted conspicuously on the Condominium Property at least 48 continuous hours in advance for the attention of the members of the Association except in the event of an emergency. Unit Owners shall have the right to attend and the right to speak with reference to all designated agenda items. The Board may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Unit Owners may tape record or videotape meetings of the Board subject to rules adopted by the Division. Directors may not vote by proxy or by secret ballot at Board meetings. vote or abstention for each Director present shall be recorded in the minutes.

4.7 Special Meetings.

Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one third of the Directors. For so long as the Developer is in control of the Association, special meetings of the Directors may be called by the Developer. Notice of the meeting shall be given personally or by mail, telephone, or

telegraph, which notice shall state the time, place, and purpose of the meeting and shall be transmitted not less than 48 hours prior to the meeting. Special meetings of the Board of Directors shall be open to all Unit Owners, and notice of such meetings shall be posted conspicuously on the Condominium Property at least 48 continuous hours in advance for the attention of the members of the Association except in the event of an emergency, and Unit Owners shall have reasonable right to participate. The Board may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Unit Owners may tape record or videotape meetings of the Board. Directors may not vote by proxy or secret ballot at Board Meetings. vote or abstention for each Director present shall be recorded in the Minutes.

Notwithstanding the foregoing, written notice of any meeting at which nonemergency special assessments, or at which an amendment to Rules regarding Unit use, will be considered shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property not less than 14 days prior to the meeting.

4.8 Waiver of Notice.

Any Director may waive notice of meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by the Director of notice. Attendance by any Director at meeting except when his or her attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called, shall be deemed equivalent to the due receipt by that Director of notice.

4.9 Quorum.

A quorum at Directors' meetings shall consist of majority of the entire Board of Directors. The acts approved by majority of those present at meeting at which quorum is present shall constitute the acts of the Board except when approval by greater number of Directors is specifically required by the Declaration, the Articles, or these Bylaws.

Meetings of the Board of Directors and any committee thereof at which quorum of the members of that committee are present shall be open to all Unit Owners. The right to attend such meetings includes the right to speak with reference to all designated agenda items; provided, however, the Association may adopt 1' reasonable rules governing the frequency, duration, and manner of Unit Owner statements.

4.10 Adjourned Meetings.

If, at any proposed meeting of the Board of Directors, there is less than quorum present, the majority of those present may adjourn the meeting from time to time until quorum is present, provided notice of such

newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.11 Joinder in Meeting by Approval of Minutes.

The joinder of Director in the 'f action of meeting by signing and concurring in the minutes of that meeting shall

constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum.

Director who is present at meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless that Director votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. vote or abstention for each Director present shall be recorded in the minutes. Directors may not vote by proxy.

4.12 Presiding Officer.

The presiding Officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).

4.13 Order of Business.

If quorum has been attained, the order of business at Directors' meetings shall be:

- (a) Roll call;
- (b) Proof of due notice of meeting;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of Officers and committees;
- (e) Election of Officers; 1'
- (f) Unfinished business;
- (g) New Business; 2
- (h) Adjournment.

Such order may be waived in whole or in part by direction of the presiding Officer

4.14 Minutes of Meetings.

The minutes of all meetings of the Board of Directors shall be kept in book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for period of not less than seven years.

4.15 Executive Committee;

Other Committees. The Board of Directors may, by

resolution duly adopted, appoint an Executive Committee to consist of three or more members of the Board. This Executive Committee shall have and may exercise all of the powers of the Board in management of the business and affairs of the Condominium during the period between the meetings of the Board insofar as may be permitted by law except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Condominium, (b) to determine the assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Property, or (d) to exercise any of the powers set forth in paragraphs (f) and (o) of Article below.

The Board may by resolution also create other committees and appoint persons to such committees and vest in such committees such powers and responsibilities as the Board shall deem advisable.

Meetings of any committee of the Board at which quorum of the members of that committee are present shall be open to all Unit Owners. Written notice, which notice shall specifically incorporate an identification of agenda items, of all committee meetings shall be posted conspicuously on the Condominium Property at least 48 continuous hours preceding the meeting except in an emergency.

4.16 Proviso.

Notwithstanding anything to the contrary contained in this Article or otherwise, the Board shall consist of three Directors during the period that the Developer is entitled to appoint majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer own 15% or more of the Units in the Condominium that will be operated ultimately by the Association. When Unit Owners other than the Developer own 15% or more of the Units in the Condominium to be operated by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one third of the members of the Board. Upon the election of such Director(s), the Developer shall forward to the Division the name and mailing address of the Director(s) elected. Unit Owners other than the Developer are entitled to elect not less than majority of the members of the Board of Directors (a) three years after 50% of the Units in the Condominium that will be operated ultimately by the Association have been conveyed to Purchasers; (b) three months after 90% of the Units in all Condominiums that will be operated ultimately by the Association have been conveyed to Purchasers; (c) when all of the Units in the Condominium that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or ((1) 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 years after recordation of the Declaration of Condominium in the public records, whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board as long as the Developer holds for sale in the ordinary course of business 5% of the Units in the Condominium that will be operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer—owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority of members of the Board.

The Developer can turn over control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least 30 days' notice of the Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer nor its appointees shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control. Within 75 days after the Unit Owners other than the Developer are entitled to elect member or members of the Board, or sooner if the Developer has elected to accelerate such event as aforesaid, the Association shall call, and give not less than 60 days notice of an election for the members of the Board of Directors. The election shall proceed as hereinbefore provided for the election of Directors in section 4.2. The notice may be given by any Unit Owner if the Association fails to do so.

At the time that Unit Owners other than the Developer elect majority of the members of the Board of Directors of the Association (but not more than 90 days after such event for purposes of paragraph (g) below), the Developer shall relinquish control of the Association and shall deliver to the Association all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, the following items, if applicable:

- (a) The original or photocopy of the recorded Declaration of Condominium and all amendments thereto. If photocopy is provided, the Developer must certify by affidavit that it is complete copy of the actual recorded Declaration.
- (b) certified copy of the Articles of Incorporation of the Association.
- (c) copy of the Bylaws of the Association.
- (d) The minute books, including all minutes, and other books and records of the Association, if any.
- (e) Any rules and regulations that have been adopted.
- (f) Resignations of resigning Officers and Board members who were appointed by the Developer.
- (g) The financial records, including financial statements of the Association, and source documents since the incorporation of the Association through

the date of the turnover. The records shall be audited for the period from the incorporation of the Association or from the period covered by the last audit, if an audit has been performed for each fiscal year since incorporation by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted accounting standards as defined by rule by the Florida Board of Accountancy, under F.S. Chapter 473. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for association purposes, and billings, cash receipts, and related records to determine that the developer was charged and paid the proper amount of assessments.

(h) Association funds or the control thereof.

(i) All tangible personal property that is the property of the Association or is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.

(j) copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying of equipment to the Condominium and in the construction and installation of all mechanical 'r components servicing the Improvements and the Condominium Property, with Certificate, in affidavit form, of an Officer of the Developer or his or her agent or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of his or her knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and the construction and installation of the mechanical components serving the Improvements and the Condominium Property.

(k) list of the names and addresses, of which the Developer has knowledge at any time in the development of the Condominium, of all contractors, subcontractors, and suppliers utilized in the construction or remodeling of the improvements and in the landscaping of the Condominium or _; Association property.

(l) Insurance policies.

(m) Copies of any Certificates of Occupancy that may have been issued for the Condominium Property.

(11) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one year prior to the date the Unit Owners take control of the Association.

(o) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.

- (p) roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records.
- (q) Leases of the Common Elements and other Leases to which the Association is party, if applicable.
- (r) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.
- (s) All other contracts to which the Association is party.

5. Powers and Duties.

The Board of Directors shall have the powers and duties granted to it by law, the Declaration, the Act, the Articles, and these Bylaws necessary for the administration of the affairs of the Condominium and may take all acts, through the proper Officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles, or these Bylaws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

- (a) Operating and maintaining the Common Elements.
- (b) Determining the expenses required for the operation of the Condominium and the Association.
- (c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements.
- (d) Adopting and amending rules and regulations concerning the details of the operation and use of the Units and the Condominium Property, subject to right of the Unit Owners to overrule the Board as provided in Article 13 hereof.
- (e) Maintaining bank accounts on behalf of the Association and designating the signatory or signatories required therefor.
- (f) Purchasing, leasing, or otherwise acquiring Units or other property in the name of the Association or its designee.
- (g) Purchasing Units at foreclosure or other judicial sales, in the name of the Association or its designee.
- (h) Selling, leasing, mortgaging, or otherwise dealing with Units acquired, and subleasing Units leased, by the Association or its designee.
- (i) Organizing corporations for various purposes (e.g., rental programs) and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.
- (j) Obtaining and reviewing insurance for the Condominium Property.
- (k) Making repairs, additions, and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the

Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty or as result of condemnation or eminent domain proceedings or otherwise.

(l) Enforcing obligations of the Unit Owners, allocating profits and expenses, and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.

(m) Imposing fines under F.S. 718.303 against appropriate Unit Owners for failure to comply with the provisions of the Board policies and resolutions, the Condominium Documents including the Rules and Regulations established by the Association, and applicable laws by the Unit Owners, their occupants, licensees, or invitees.

The Directors may, under F.S. 718.303(3), impose fines against Unit not to exceed the maximum permissible by law, for failure to comply with the provisions of the Board policies and resolutions, the Condominium Documents, including the Rules and Regulations, and applicable laws by Owners, occupants, licensees, tenants, and invitees.

fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law.

The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing by being given notice of not less than 14 days. Notice shall be deemed effective when deposited in the United States Mail, certified, return receipt requested, to the address of the Unit Owner listed in the official records of the Association, and as to tenants, to the mailing address for the Unit. The notice shall include:

- (a) statement of the date, time, and place of the hearing.
- (b) statement of the provisions of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, Board policies and resolutions or laws that have allegedly been violated.
- (c) short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before Committee of other Unit '1 Owners. If the Committee does not agree with the fine, the fine may not be levied. Should the Association be required to initiate legal proceedings to collect duly levied fine, the prevailing party in an action to collect the fine shall be entitled to an award of costs, and reasonable attorney's fee incurred before trial (including in connection with the preparation for and conduct of fining hearings), at trial, and on appeal. Unit Owners shall be . jointly and severally liable for the payment of fines levied against tenants,

guests, invitees, or other occupants of Unit.

(n) Purchasing or leasing Units for use by resident superintendents and other similar persons.

(o) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the 2' Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association—owned property, provided, 'y however, that the consent of the Owners of at least majority of the Units represented at meeting at which quorum has been attained in accordance with the provisions of these Bylaws shall be required. If any sum borrowed by the Board of Directors on behalf of the Condominium under the authority contained in this paragraph (0) is not repaid by the 'f Association, Unit Owner who pays to the creditor such portion thereof as the Owner's interest in his or her Common Elements bears to the interest of all of the Unit Owners in the Common Elements shall be entitled to obtain from the creditor release of any judgment or other lien that the creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's Unit. However, the Association shall take no action authorized in this paragraph without the prior written consent of the Developer as long as the Developer owns any Unit.

(p) Contracting for the management and maintenance of the Condominium Property and authorizing management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its Officers shall, however, retain at all times the powers 'i and duties granted by the Condominium documents and the Act, including, but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association. Notwithstanding the foregoing, in the event that lawsuit is to be brought against the Developer for any reason whatsoever, at least 75% of all Unit Owners, other than the Developer, must agree, at meeting duly called for such purpose, prior to institution of any such action.

(q) Adopting budgets and making and collecting special and periodic assessments against Owners to defray the costs of the Association.

(r) Acquiring and conveying Common Elements for the purposes of providing utility easements, right-of-way expansion, or other public purpose whether negotiated or as part of the eminent domain procedure, which authority can be exercised by the Board of Directors without approval of the Unit Owners.

(s) At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements for private parties and gatherings and imposing reasonable charges for such private use (to the extent permitted by the Act).

- (t) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these Bylaws, and the Act, (ii) all powers incidental thereto, and
- (iii) all other powers of Florida not-for-profit corporation.
- (u) Imposing lawful fee in connection with the approval of the transfer, lease, sale, or sublease of Units, not to exceed the maximum amount __ permitted by law from time to time in any one case.
- (v) Contracting with and creating or joining in the creation of special taxing districts, joint councils, and the like.

6. Officers.

6.1 Executive Officers.

The initial executive Officers of the Association shall be President, Vice President, Treasurer, and Secretary (none of whom need be Directors or Unit Owners), all of whom shall be elected by the Board of Directors (which may create and fill other offices as provided herein) and who may be peremptorily removed at any meeting by concurrence of majority of all of the Directors. person may hold more than one office except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other Officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.

6.2 President.

The President shall be the chief executive Officer of the Association. He or she shall have all of the powers and duties that are usually vested in the office of president of an association.

6.3 Vice President.

The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He or she also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the Vice President of an association and as may be required by the Directors or the President.

6.4 Secretary.

The Secretary shall keep the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving of all notices to the members and Directors and other notices required by law. He or she shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties '2 incident to the office of the secretary of an association and as may be required by the Directors or the President.

6.5 Treasurer.

The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He or she shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He or she shall submit Treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of Treasurer and as may be required by the Directors or the President. All money and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated . ' by majority of the Board of Directors.

6.6 Other.

The Board of Directors may create additional offices from time to time and appoint persons to fill such offices, subject to removal at the discretion of the Board.

6.7 Developer Appointees.

No Officer appointed by the Directors designated by the Developer may be removed except as provided in Section 4.16 hereof and by law.

7. Compensation.

Neither Directors nor Officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing Director or Officer as an employee of the Association, nor preclude contracting with Director or Officer for the management of the Condominium or for any other service to be supplied by such Director or Officer. Directors and Officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

8. Resignations.

Any Director or Officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or Officer (other than appointees of the Developer or Officers who were not Unit Owners) shall constitute written resignation of such Director or Officer.

9. Fiscal Management.

The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

9.1 Budget.

(a) Adoption by Board; Items. The Board of Directors shall from time to

time, and at least annually, prepare budget for the Condominium (which shall detail all accounts and items of expense and contain at least all items set forth in F.S. 718.504(21), if applicable), determine the amount of assessments payable by the Unit Owners to meet the expenses of the Condominium, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include, but not be limited to, roof replacement, building painting, pavement resurfacing, and any other items for which the deferred maintenance expense or replacement cost exceeds \$10,000 or other amount, as provided in the Act, as amended from time to time. The amount of reserves shall be computed by means of formula based on estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of reserve item caused by deferred maintenance. Reserves shall not be required if the members of the Association have, by majority vote at duly called '1 meeting of the Association, determined for specific fiscal year to provide __, no reserves or reserves less adequate than required hereby. If meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or quorum is not attained, the reserves, as included in the budget, shall go into effect. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by majority vote at duly called meeting of the Association. The adoption of budget for the Condominium shall comply with the requirements hereinafter set forth:

- (i) Notice of Meeting. copy of the proposed budget of Common Expenses shall be mailed to each Unit Owner not less than 14 days prior to the meeting of the Board of Directors at which the budget will be considered, together with notice of that meeting '-indicating the time and place of such meeting. The meeting shall be open to the Unit Owners, and the Unit Owners shall have reasonable right to participate. The Board may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements.
- (ii) Special Membership Meeting. If budget is adopted by the Board of Directors that requires assessments against the Unit Owners in any year exceeding 115% of the assessments for the preceding year, as hereinafter defined, upon written application of 10% of the Unit Owners, special meeting of the Unit Owners shall be held within 30 days of delivery of such application to the Board of ,, Directors. Each Unit Owner shall be given at least 10 days' notice of the

special meeting. At the meeting, Unit Owners shall consider and adopt budget. The adoption of the budget shall require vote of Owners of not less than majority of all the Units (including Units owned by the Developer). If meeting of the Unit Owners has been called as aforesaid and quorum is not obtained or substitute budget has not been adopted by the Unit Owners, the budget adopted by the Board of Director's shall go into effect as scheduled.

- (iii) Determination of Budget Amount. In determining whether budget requires assessments against Unit Owners in any year exceeding 115% of assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association that are not anticipated to be incurred on regular or annual basis, and there shall be excluded further from such computation assessments for improvements to the Condominium Property.
- (iv) Proviso. As long as the Developer is in control of the Board of Directors of the Association, the Board shall not impose assessments for year greater than 115% of the prior year's assessments, as herein defined, without the approval of majority of Unit Owners other than the Developer.

(b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt budget for fiscal year in accordance with the requirements of Subsection 9.1(a) above, the Board of Directors may call special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for special meetings in that subsection, or propose budget in writing to the members, and if such budget is adopted by the members, upon ratification by majority of the Board of Directors, it shall become the budget for such year.

9.2 Assessments.

Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least 20 days preceding the year for which the Assessments are made. Such assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the assessments are made. If annual assessments are not made as required, assessments shall be presumed to have been made in the amount of the last prior assessments, and monthly (or quarterly) installments on the assessments shall be due upon each installment payment date until changed by amended assessments. In the event the annual assessments prove to be insufficient, the budget and assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 9.1 hereof, if applicable. Unpaid assessments for the remaining portion of the fiscal year for which amended assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended assessments, each such monthly (or quarterly) ;'

installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only partial month (or quarter) remains, the amended assessments shall be paid with the next regular installment in the following year unless otherwise directed by the Board in its resolution.

9.3 Assessments for Emergencies.

Assessments for Common Expenses for emergencies that cannot be paid from the annual assessments for Common Expenses shall be due only after 14 days' notice is given to the Unit Owners concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of the assessments.

9.4 Late Assessments.

Assessments not paid within 10 days from the date due may bear interest from the date when due until paid at the then highest rate allowed by law. Additionally, the failure to pay any assessment within 10 days from the date due shall entitle the Association to levy late charge against the defaulting Unit Owner, in such amount as the Board may determine from time to time. However, such late charge shall not exceed the maximum amount allowed under the Act.

9.5 Depository.

The depository of the Association shall be such bank or banks or financial institution(s) in the State of Florida federally regulated and insured as shall be designated from time to time by the Directors and in which the funds of the Association shall be deposited. Withdrawal of money from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from assessments or contributions to working capital or otherwise shall be maintained separately for each Condominium, in the Association's name. Reserve and operating funds of the Association shall not be commingled. The Association shall maintain separate accounting records for the Association and for each Condominium operated by the Association. No manager or business entity required to be licensed or registered under F.S. 468.432, and no agent, employee, Officer, or Director of the Association shall commingle Association funds with his, her, its, or another, _ association's or entity's funds.

9.6 Acceleration of Installments Upon Default.

As an additional right and remedy of the Association, if Unit Owner shall be in default in the payment of an installment of the Owner's assessments after 30 days' prior written notice to the

applicable Unit Owner, the Board of Directors or its agent may accelerate the assessments due for the remainder of the quarter (if the assessments are made by monthly installments) and thereafter, if claim of lien has been filed, the assessments shall be accelerated for the balance of the budget year. The unpaid balance of the assessments for the balance of the accelerated period shall be due upon the date stated in the notice, but not less than five days after delivery of the notice to the Unit Owner, or not less than 10 days after the mailing of such notice to the Unit Owner by certified mail, whichever shall first occur.

9.7 Enforcement of Assessments.

In the event an assessment is not paid within 10 days of the date it shall be due and payable, the Association, through the Board of Directors, may proceed to enforce and collect that assessment from the delinquent Unit Owner in any manner provided for by the Act, the Declaration of Condominium, and these Bylaws. Each Unit Owner shall be individually responsible for the payment of assessments against his or her Unit and for the payment of reasonable attorneys' fees and costs incurred by the Association in the collection of sums due and enforcement of any lien held by the Association.

9.8 Fidelity Bonds.

Fidelity bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in such amount as shall be determined by the formula set forth in the Act, or such greater amount as may be determined by majority of the Board. The premiums on such bonds shall be paid by the Association as Common Expense.

9.9 Accounting Records and Reports.

The Association shall maintain accounting records in the State of Florida, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times, and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of assessments, the dates and amounts in which the assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually. No later than April of the year following the end of fiscal year, the Board shall mail, or furnish by personal delivery, to each Unit Owner complete financial report of actual receipts and expenditures for the previous 12 months (i.e., the last completed fiscal year), or complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting principles.

The report shall show the amount of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- a. Cost for security;
- b. Professional and management fees and expenses;
- c. Taxes;
- d. Expenses for refuse collection and utility services;
- e. Expenses for landscaping;
- f. Cost for building maintenance and repair;
- g. Insurance costs;
- h. Administrative and salary expenses; and
- i. Reserves for capital expenditures, deferred maintenance, and any other category for which the Association maintains reserve account or accounts.

9.10 Application of Payment.

All payments made by Unit Owner shall be applied as provided in these Bylaws and in the Declaration, or as otherwise determined by the Board.

9.11 Notice of Meetings.

Notice of any meeting at which assessments against Unit Owners are to be considered for any reason shall specifically contain statement that assessments will be considered and the nature of any such assessments.

10. Roster of Unit Owners.

Each Unit Owner shall file with the Association copy of the recorded deed or other document showing his or her ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at the meeting unless prior to the meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of the meeting.

11. Parliamentary Rules

ROBERT'S RULES OF ORDER (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles, or these Bylaws.

12. Amendments.

Except as provided otherwise in the Declaration, these Bylaws may be amended in the following manner:

12.1 Notice.

Notice of the subject matter of proposed amendment shall be included in the notice of meeting of the membership at which proposed amendment is to be considered.

12.2 Adoption.

A resolution for the adoption of proposed amendment may be proposed either by majority of the Board of Directors or by not less than one third of the members of the Association. Any proposed amendment to these Bylaws must be made by ballot or by limited proxy, delivered to the Secretary of the Association at or prior to the meeting. The approval must be:

- (a) prior to the turnover of control of the Association to Unit Owners other than the Developer, by not less than majority of the votes of those members of the Association who are present or represented at meeting at which quorum has been attained and by not less than majority of the entire Board of Directors; or
- (b) after control of the Association has been turned over to Unit Owners other than the Developer, by not less than 2/3 majority of the votes of the members of the Association represented at meeting at which quorum has been attained.

12.3 Proviso.

No amendment may be adopted that would eliminate, modify, prejudice, abridge, or otherwise adversely affect any rights, benefits, privileges, or priorities granted or reserved to the Developer or mortgagees of Units without the consent of the Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.

12.4 Execution and Recording.

A copy of each amendment shall be attached to certificate stating that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of the County with an identification on the first page of the amendment of the Official Records Book and Page of the Public Records where the Declaration is recorded.

13. Rules and Regulations.

The Board of Directors may from time to time adopt, amend,

modify, or add to Rules and Regulations concerning the use of the Condominium Property except that subsequent to the date control of the Association is turned over by the Developer to Unit Owners other than the Developer, Owners of majority of the Units may overrule the Board with respect to any such adoption, amendments, modifications, or addition. Any such Rule adoption, modification, amendment, or addition need not be recorded in the Public Records of Pinellas County to be effective; however, copies of such adopted, modified, amended, or additional Rules and Regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than 10 days prior to the effective date thereof. At no time may any Rule or Regulation be adopted that would prejudice the rights reserved to the Developer.

14. Construction.

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

15. Captions.

The captions herein are inserted only as matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

16. Official Records.

From the inception of the Association, the Association shall maintain copy of each of the following, where applicable, which shall constitute the official records of the Association:

- (a) The plans, permits, warranties, and Other items provided by the Developer under **F.S. 718.301(4)**.
- (b) photocopy of the recorded Declaration of Condominium and all amendments thereto.
- (c) photocopy of the recorded Bylaws of the Association and all amendments thereto.
- (d) certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto.
- (e) copy of the current Rules and Regulations of the Association.
- (f) book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for period of not less than seven years.
- (g) current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and, if known, telephone numbers.
- (h) All current insurance policies of the Association and the Condominium.
- (i) current copy of any management agreement, lease, or other contract to which the Association is party or under which the Association or the Unit Owners have an obligation or responsibility.

(j) Bills of sale or transfer for all property owned by the Association.

(k) Accounting records for the Association and the accounting records for the Condominium, according to good accounting practices. All accounting records shall be maintained for period of not less than seven years. The accounting records shall include, but not be limited to:

1. Accurate, itemized, and detailed records for all receipts and expenditures.
2. current account and monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each assessment, the amount paid upon the account, and the balance due.
3. All audits, reviews, accounting statements, and financial reports of the Association or Condominium.
4. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for period of one year.

(l) Ballots, sign—in sheets, voting proxies, and all other papers relating to elections, which shall be maintained for period of one year from the date of the meeting to which the document relates.

(m) All rental records where the Association is acting as agent for the rental of Units.

(n) copy of the current question and answer sheet as described in F.S. 718.504.

The official records of the Association shall be maintained within the State of Florida or at such other place as may be permitted by the Act.

The official records of the Association shall be open to inspection by any Association member or the authorized representative of member at all reasonable times in accordance with reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying adopted by the Association. Inspections may take place only at the building in which the records are located and the records shall not be removed from that location. Failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member.

17. Mandatory Nonbinding Arbitration of Disputes.

(a) Prior to the institution of court litigation, the parties to dispute, as defined in the Act, shall petition the Division for nonbinding arbitration. Arbitration shall be conducted according to Rules promulgated by the Division. The filing of petition for arbitration shall toll the applicable statute of limitations.

(b) At the request of any party to the arbitration, the arbitrator shall issue subpoenas

for the attendance of witnesses and the production of books, records, documents, and other evidence, and any party on whose behalf subpoena is issued may apply to the court for orders compelling such attendance and production. Subpoenas shall be served and shall be enforceable in the manner provided by law.

(c) The arbitration decision shall be presented to the parties in writing. An arbitration decision shall be final if complaint for trial de novo is not filed in court of competent jurisdiction in which the Condominium is located within 30 days. The right to file for trial de novo entitles the parties to file complaint in the appropriate trial court for judicial resolution of the dispute. The prevailing party may be awarded reasonable attorneys' fees, the costs of the arbitration, or both, in an amount determined in the discretion of the arbitrator. '

(d) The party who files complaint for trial de novo shall be assessed the other party's arbitration costs, court costs, and other reasonable costs, including attorneys' fees, investigation expenses, and expenses for expert or other testimony or evidence incurred after the arbitration hearing if the judgment upon the trial de novo is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed complaint for trial de novo shall be awarded reasonable court costs and attorneys' fees.

(e) The decision of an arbitrator shall be final; however, such decision shall not be deemed final agency action. Nothing in this provision shall be construed to foreclose parties from proceeding in trial de novo. If such judicial proceedings are initiated, the final decision of the arbitrator shall be admissible in evidence.

(f) Any party to an arbitration proceeding may enforce an arbitration award by filing petition in court of competent jurisdiction in which the Condominium is located. petition may not be granted unless the time for appeal by filing of complaint for trial de novo has expired. If complaint for trial de novo has been filed, petition may not be granted with respect to an arbitration award that has been stayed. If the petition is granted, the petitioner may recover reasonable attorneys' fees and costs incurred in enforcing the arbitration award.

The foregoing was adopted as the Bylaws of Flats Condominium Association, Inc., corporation not for profit under the laws of the State of Florida, on this day of September,

W Flats Condominium Association, Inc.

By: [Signature]
Print Name: Blake Thompson
Title: Vice President

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 23rd day of September, 2004, by BLAKE THOMPSON, as Vice President of W Flats Condominium Association, Inc., who [] is personally known to me or, [] has produced _____ as identification.

My Commission Expires:

[Signature]
Notary Public



Bradley J. Wood
MY COMMISSION # DD2013001 EXPIRES
April 8, 2007
BONDED THRU TROY FARM INSURANCE, INC.

(Affix Seal)

BRADLEY J. WOOD
Printed Name of Notary Public

UNOFFICIAL

EXHIBIT A-6 RULES AND REGULATIONS

The following are the initial Rules and Regulations of Flats, at Condominium, at 205 5th Avenue, North, St. Petersburg, Florida 33701

A. GENERAL RULES WITHIN CONDOMINIUM

1. Passenger automobiles, sport/utility vehicles, mini-trucks, trucks, vans, and motorcycles (used for personal transportation and not commercially) that do not exceed the size of one parking space may be parked in the areas provided for that purpose. Garage parking spaces are assigned, and no unit owner or occupants may park more than two vehicles in the garage unless additional spaces have been assigned to the unit. Campers, motor homes, trailers, boats, and boat trailers are prohibited. Bicycles and mopeds will be parked only in the bike storage areas, in garages or otherwise as may be designated by the Board. Vehicle maintenance and car washing is not permitted on the condominium property. All vehicles must be currently licensed and no inoperable or unsightly vehicles may be kept on condominium property. The developer is exempt from this regulation for vehicles engaged in any activity relating to construction, maintenance, or marketing of units, as are commercial vehicles used by vendors of the association while engaged in work at the condominium.
2. No exterior radio, television, or data reception antennas or any exterior wiring for any purpose may be installed without the written consent of the Board.
3. To maintain harmony of exterior appearance, no one will make any changes to, place anything on, affix anything to, or exhibit anything from any part of the condominium or association property that is visible from the exterior of the building or from the common elements without the prior written consent of the directors.
4. All common elements inside and outside the buildings will be used for their designated purposes only, and nothing belonging to unit owners, or their family, tenants, or guests, will be kept therein or thereon without the approval of the Board. Such areas will at all times be kept free of obstruction. Owners are financially responsible to the association for damage to the common elements caused by themselves or their tenants, guests, and family members.

5. One dog (no more than fifty (50) pounds at maturity) or two cats, and no more than two birds, tropical fish, and other customary non-exotic (snakes are prohibited), quiet, and inoffensive household pets not being kept or raised for commercial purposes will be permitted with the following conditions:

a. While on the common property, pets will be under handheld leash or carried at all times.

c. Any messes made by pets must be removed by owners or handlers immediately. The Board will designate the portions of the property that will be used to accommodate the reasonable requirements of unit owners who keep pets.

d. Pets that are vicious, noisy, or otherwise unpleasant will not be permitted in the condominium. In the event that pet has, in the opinion of the Board, become nuisance or an unreasonable disturbance, written notice will be given to the owner or other person responsible for the pet, and the pet must be removed from the condominium property within three (3) days.

e. The Board has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning the exceptions.

6. Disposal of garbage and trash will be only by use of receptacles approved by the Board or by use of the garbage disposal units. Specifically, trash placed in trash chutes must be securely bagged and may not contain breakable glass objects. Food and vegetable scraps are to be disposed of in the individual unit garbage disposals whenever possible.

7. Units may not be rented for periods of less than twelve (12) months. The Board shall be notified of any tenancy granted by the Unit owner, and be provided with copy of the lease. copy of these rules and regulations must be given to the tenants and guests by the unit owner or the unit owner's agent. No unit may be permanently occupied by more persons than the number of bedrooms times two. See Section 17.8 of the Declaration of Condominium for additional terms and conditions regarding leasing of units.

This regulation may not be amended in way that would be detrimental to the sales of units by the developer as long as the developer holds units for sale in the ordinary course of business.

8. The association shall retain passkey to the units, and the unit owners shall provide the association with new or extra key whenever locks are changed or added for the use of the association pursuant to its statutory right to access the units. Duplication of unit owners'

keys to common element facilities is restricted in the interest of security. Such keys will be 1” duplicated only with the assistance of the resident manager.

9. Children will be under the direct control of responsible adult. Children also will not be permitted to run, play tag, or act boisterously on the condominium property. Skateboarding, “Big Wheels,” or loud or obnoxious toys are prohibited. Children may be removed from the common areas for misbehavior by or on the instructions of the directors.

10. Loud and disturbing noises are prohibited. All radios, televisions, tape machines, compact disc players, stereos, singing, and playing of musical instruments, etc., will be regulated to sound levels that will not disturb others. If such noise-producing items are used at or in the vicinity of the pool, they must be used only with earphones. No vocal or instrumental practice is permitted after 10:00 pm. or before 9:00 am.

11. Use of barbecue grills will be allowed only in areas designated as safe and appropriate by the directors.

12. Illegal and immoral practices are prohibited.

13. Lawns, shrubbery, or other exterior plantings will not be altered, moved, or added to without permission of the association.

14. No nuisance of any type or kind will be maintained on the condominium property.

15. Nothing will be done or kept in any unit or in the common elements that will increase the rate of insurance on the building or contents of the building without the prior written consent of the directors. No owner will permit anything to be done or kept in the owner’s unit or in the common elements that will result in the cancellation of insurance on the building or the contents of the building, or that would be in violation of any law or building code.

16. Persons moving furniture and other property into and out of units must use the designated access door into the condominium and the elevators designated by the directors as service elevators. All such moving must take place Mondays through Saturdays between the hours of 8:00 am. and 5:00 pm. only. Moving vans and trucks used for this purpose will remain on condominium property only when actually in use.

17. Repair, construction, decorating, or remodeling work will be done on Mondays through Saturdays between the hours of 8:00 am. and 5:00 pm. only, and the rules for

decorators and subcontractors must be complied with.

18. These rules and regulations will apply equally to owners, and their families, guests, domestic help, and lessees.

19. The board of directors of the association may impose \$100 fine for each violation of these rules and regulations or any violation of the condominium documents.

20. The condominium and management staff (if any) are not permitted to do private work for unit owners, their families, tenants, or guests while on duty. If both parties are agreeable, staff may assist such persons privately when off duty. i_

21. Windows in the condominium units, as built, meet or exceed the requirements of the applicable building code for hurricane protection. For this reason and for the purpose of preserving the aesthetic appearance of the building, hurricane shutters will not be installed on or over windows in any of the condominium units. If such windows in the condominium units are replaced, they must be replaced with laminated, architectural glass equal to or exceeding the specifications of the original glass and must comply with the applicable building code.

22. These rules and regulations do not purport to constitute all of the restrictions affecting the condominium and common property. Reference should be made to the condominium and community association documents.

B. RULES FOR UNIT OWNER PARTICIPATION IN BOARD OF DIRECTORS MEETINGS, BUDGET COMMITTEE MEETINGS, AND MEETINGS OF ANY COMMITTEE AUTHORIZED TO TAKE ACTION ON BEHALF OF THE BOARD; LOCATION FOR POSTING NOTICES OF MEETINGS

I. RIGHT TO SPEAK:

1. To the maximum extent practicable, the posted board meeting agenda for each meeting will list the substance of the matters and actions to be considered by the board.

2. Robert's Rules of Order (latest edition) will govern the conduct of the association meeting when not in conflict with the declaration of condominium, the articles of incorporation, or the bylaws.

3. After each motion is made and seconded by the board members, the meeting chairperson will permit unit owner participation regarding the motion on the floor. Such time

may be limited depending on the complexity and effect on the association.

4. Unit owner participation will not be permitted after reports of officers or committees unless motion is made to act on the report or the chairperson determines that it is appropriate or is in the best interest of the association.

5. unit owner wishing to speak must first raise his or her hand and wait to be recognized by the chairperson.

6. While unit owner is speaking, he or she must address only the chairperson; no one else is permitted to speak at the same time.

7. unit owner may speak only once for not more than three minutes and only on the subject or motion on the floor.

8. The chairperson, by asking if there is any objection and hearing none, may permit unit owner to speak for longer than three minutes or to speak more than once on the same subject. The objection, if any, may be that of board member only, and if there is an objection, the question will be decided by board vote.

9. The chairperson will have the sole authority and responsibility to see to it that all unit owner participation is relevant to the subject or motion on the floor.

II. RIGHT TO VIDEO OR AUDIOTAPE:

1. Audio and video equipment and devices that unit owners are authorized to use at any such meeting must not produce distracting sound or light emissions.

2. Audio and video equipment will be assembled and placed in location that is acceptable to the board or the committee before the beginning of the meeting.

3. Anyone videotaping or recording meeting will not be permitted to move about the meeting room in order to facilitate the recording.

4. At least 24 hours' advance written notice will be given to the board by any unit owner desiring to use any audio/video equipment to record meeting.

III. LIMITATION ON THE ASSOCIATION'S OBLIGATION TO RESPOND TO WRITTEN INQUIRIES: THE ASSOCIATION SHALL NOT BE OBLIGATED TO RESPOND TO MORE THAN ONE WRITTEN INQUIRY FROM UNIT OWNER FILED BY CERTIFIED MAIL IN ANY GIVEN 30-DAY PERIOD. ANY ADDITIONAL INQUIRY OR INQUIRIES SHALL BE RESPONDED TO IN THE SUBSEQUENT 30-DAY PERIOD OR PERIODS.

IV. ALL NOTICES OF MEMBERSHIP, DIRECTORS, AND COMMITTEE MEETINGS AT WHICH UNIT OWNERS ARE ENTITLED TO PARTICIPATE WILL BE POSTED IN OWNERS' STORAGE LOCKER ROOM.

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