

88152682

Prepared By and  
Return To: ✓Leonard J. Mankin, P.A.  
1968 Bayshore Blvd.  
Dunedin, FL 34698

**CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
FOR  
ST. ANDREWS CONDOMINIUM**

086774PG1708

NOTICE IS HEREBY GIVEN that at a duly called annual meeting of the members on May 19, 1988, by a vote of not less than 75% of the unit owners, after the unanimous adoption of a Resolution proposing said amendments by the Board of Directors, the Declaration of Condominium for St. Andrews Condominium, as originally recorded in O.R. Book 6087, Page 1914, et seq., in the Public Records of Pinellas County, Florida and as subsequently amended, be, and the same is hereby amended as follows:

Note: The portions of this Amendment which are stricken through with hypens, i.e. ~~hyphen~~, are to be deleted. The portions of this Amendment which are underlined constitute new words to be inserted into the paragraph.

1. The Declaration of Condominium of St. Andrews Condominium, a Condominium, is hereby amended in accordance with Exhibit "A" attached hereto and entitled, "Schedule of Amendments to Declaration of Condominium."

2. The Bylaws of St. Andrews Condominium, being Exhibit "C" to said Declaration of Condominium, are hereby amended in accordance with Exhibit "B" attached hereto and entitled, "Schedule of Amendments to Bylaws."

IN WITNESS WHEREOF, ST. ANDREWS CONDOMINIUM ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 14 day of June, 1988.

ST. ANDREWS CONDOMINIUM  
ASSOCIATION, INC.

By Hugh R. Clarke  
President

(CORPORATE SEAL)

ATTEST:

HP  
Secretary

RECEIVED	JUN 22-88	14:54:00
RECORDING	1	\$24.00
TOTAL		\$24.00
ENCLOSURE FEE		\$24.00
CHANGE		\$0.00

-1-

CONDOMINIUM PLANS PERTAINING HERETO ARE FILED  
IN CONDO BOOK 87 PAGES 75 TO 88

STATE OF FLORIDA  
COUNTY OF PINELLAS

On this 14th day of June, 1988, personally  
appeared Hugh R. Clarke, President of ST. ANDREWS  
CONDOMINIUM ASSOCIATION, INC., and acknowledged the execution of  
this instrument for the purposes herein expressed.

My Commission Expires: March 24, 1991  
corp/standcert

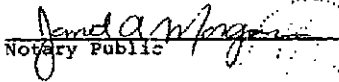
  
Notary Public

EXHIBIT "A"

SCHEDULE OF AMENDMENTS TO THE DECLARATION OF CONDOMINIUM  
FOR  
ST. ANDREWS CONDOMINIUM ASSOCIATION, INC.

1) Section 11 Article 11.6 of the Declaration of Condominium is amended to read as follows:

"11.6 Pets. Pets shall not be permitted, except that one (1) small household pet (less than 25 pounds) may be permitted subject to the Regulations."

EXHIBIT "B"

**SCHEDULE OF AMENDMENTS TO BY-LAWS  
FOR  
ST. ANDREWS CONDOMINIUM ASSOCIATION, INC.**

1) Article 1.1 of the By-Laws is amended to read as follows:

"1.1 Office. The office of the Association shall be at 300 East-Lake-Woodlands-Parkway, Palm-Harbor, Florida-33563. 3440 East Lake Road, Suite 108, Palm Harbor, Florida 34685 or as determined by the Board of Directors from time to time."

2) Article 1.2 of the By-Laws is amended by Date Changes to read as follows:

"1.2 Fiscal Year. The fiscal year of the Association shall begin on July-1st January 1st and end on June-30th December 31st of each year, commencing January 1, 1989."

3) Article 2.2 of the By-Laws is amended to read as follows:

"2.2 Annual Meeting. The annual members' meeting shall be held at least once in each calendar year in the month of August December at such place in Pinellas County, Florida, and at a date and time to be determined by the board of directors (hereinafter sometimes referred to as the "Board"). The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the members."

4) Article 3.1 of the By-Laws is amended to read as follows:

"3.1 Membership. The affairs of the Association shall be managed by a board of not-less-than-3; 5 nor-more-than-9 directors, the exact number to be determined by the members at the time of election in the same manner as such are elected, except that the voting on such need not be by written ballot."

5) Article 3.2(b) of the By-Laws is amended to read as follows:

"(b) A nominating committee of three members shall be appointed by the Board, not less than 30 days prior to the annual members meeting. The committee shall nominate one person for each director-then-serving position to be elected. The names of the proposed nominees, if available, shall be included with the notice of the annual members' meeting. Nominations-for additional-directorships-created-at-the-meeting-shall-be-made from-the-floor, and other nominations may be made from the floor. Additional nominations may be taken from the floor with respect to existing vacancies."

6) Article 3.3 of the By-Laws is amended by adding a new paragraph to read as follows:

"3.3 Term. The-term-of-each-director's-service-shall-extend until-the-next-annual-meeting-of-the-members-and-subsequently until-his-successor-is-duly-elected-and-qualified, or-until-he-is removed-in-the-manner-elsewhere-provided. At the Annual Meeting immediately following the recording of this amendment, one (1) director will be elected for a term of one (1) year, two (2) directors will be elected for terms of two (2) years, and two (2) directors will be elected for terms of three (3) years. At subsequent Annual Meetings, directors to be elected will serve for three (3) year terms. Vacancies occurring between Annual Meetings of members shall be filled as stated in Section 3.2(d)."

The replacement director shall serve the unexpired term of the director he replaces until the next annual meeting, at which time the vacancy will be filled by a vote of the membership for the unexpired term."

7) Section 5 Article 5.1 of the By-Laws is amended to read as follows:

"5.1 Executive Officers. The executive officers of the Association shall be a president, who shall be a director, a vice president, who shall be a director, a treasurer, a secretary, and an assistant secretary; a vice president, secretary, and treasurer, all of whom shall be directors of the Association, all of whom shall be elected annually by the Board, and who may be peremptorily removed at any meeting by concurrence of a majority of all of the directors. A person may hold more than one office, except that the present president may not also be the secretary or assistant secretary. No person shall sign an instrument, nor perform an act in the capacity of more than one office. The Board, from time to time, shall elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association."

8) Section 6 Article 6.3 of the By-Laws is amended by Date change to read as follows:

"6.3 Assessments. Assessments against the Unit Owners for their shares of the items of the budget, when applicable, shall be made by the Board for the fiscal year annually in advance on or before March-30th November 1st preceding the fiscal year for which the assessments are made. The amount required for each Unit Owner to meet the annual budget shall be divided into 12 equal assessments, one of which shall be due on the first day of each month of the year for which the assessments are made, or 30 days after the mailing to the Unit Owners concerned of a statement for the assessment coming due, whichever date shall last occur. If assessments are not made annually as required, monthly assessments shall be presumed to have been made in the amount of the last prior monthly assessment, and assessments in this amount shall be due on the first day of each month until changed by an amended assessment. In the event a monthly assessment shall be insufficient in the judgment of the Board to provide funds for the anticipated current expense for the ensuing month and for all of the unpaid operating expenses previously incurred, the Board shall amend the budget and shall make amended monthly assessments for the balance of the year in sufficient amount to meet these expenses for the year; provided, however, that any account of the amended budget that exceeds the limitation upon increases for that year imposed by Section 6.2, supra, shall be subject to the approval of the membership for the Association as set forth in Section 6.2(d), supra."

9) Section 6 Article 6.6 of the By-Laws is amended to read as follows:

"6.6 Audit. An audit of the accounts of the Association shall be made annually by a certified public accountant and a copy of the audit report shall be furnished to each member not later than October-1st April 1st of the year following the year for which the audit is made. The audit shall be in such detail as to satisfy all applicable financial reporting requirements of the Act, if any; and, if an audit is not so required, may be waived by the Board, who may substitute an unaudited financial statement."

INST # 98-097982  
APR 1, 1998 1:42PM

Return to: (enclose self-addressed stamped envelope)

This Instrument Prepared by and Return to:

Robert L. Tankel, Esq.

Address:

Robert L. Tankel, P.A.  
1299 Main St. Suite F  
Dunedin FL 34698-5333

PINELLAS COUNTY FLA.  
OFF.REC.BK 10043 PG 2679

01 RECORDING  
REC 15.00

DS \_\_\_\_\_

INT \_\_\_\_\_

FEES \_\_\_\_\_

MTF \_\_\_\_\_

P/C \_\_\_\_\_

REV \_\_\_\_\_

TOTAL 15.00

MDK

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

**CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF CONDOMINIUM  
OF ST. ANDREWS CONDOMINIUM UNIT ONE**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium as described in Official Records Book 6087 at Page 1914 et seq., and Condominium Plat Book 87, Pages 75 thru 88 of the Official Records of Pinellas County, Florida, were duly approved in the manner required by the Declaration at the annual meeting held February 12, 1998.

IN WITNESS WHEREOF, we have affixed our hands this 16<sup>th</sup> day of March, 1998, at Oldsmar Pinellas County, Florida.

ST. ANDREWS CONDOMINIUM  
ASSOCIATION, INC.

(SEAL)

By:

H. T. Schaefer  
Herb Schaefer, President

ATTEST:

By:

James O. Safford  
James Safford, Secretary

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

BEFORE ME, the undersigned authority, personally appeared Herb Schaefer., President and James Safford, Secretary, to me known to be the President and Secretary, respectively, of ST. ANDREWS CONDOMINIUM ASSOCIATION, INC. and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me or have produced \_\_\_\_\_ and \_\_\_\_\_ (type of identification) as identification. If no type of identification is indicated, the above-named persons are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 16<sup>th</sup> day of March, 1998.

*Bernadette P. Massaro*  
Notary Public  
Printed Name: BERNADETTE P. MASSARO

My commission expires:

OFFICIAL NOTARY SEAL  
BERNADETTE P. MASSARO  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC497296  
MY COMMISSION EXP. AUG. 28, 1999

c:\wp\standrew\certamd.doc

ADOPTED AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OF ST. ANDREWS CONDOMINIUM UNIT ONE

The following language has been added as Article 5.1(d) of the Declaration. Additions indicated by underlining. See Article 5.1 for present text at Section 5.1.

(d) Notwithstanding anything to the contrary provided herein, owners of condominium parcels shall have the right to enclose balconies with glass enclosures in accordance with such plans as may be adopted from time to time by the Board of Directors, which plan shall be common to the entire community in order to ensure uniform appearance throughout. The owner of the unit appurtenant to the balcony must further agree to maintain not only the enclosure but the balcony as well, and the Board shall have the authority to require owners to enter into such agreements as may be necessary in order to ensure continued proper maintenance and upkeep of same.

c:\wp\standrew\adopt.amd

9C448871 JTF 04-01-1998 12:12:43  
01 CTF-ST ANDREWS  
RECORDING 1 \$15.00  
TOTAL: \$15.00  
CHECK AMT. TENDERED: \$15.00  
CHANGE: 1.00



01cash 11chg.  
40Rec 42.00  
41DS 70  
43Int  
Total 42.70

INST # 96-305390  
NOV 6, 1996 12:34PM

PINELLAS COUNTY FLA.  
OFF.REC.BK 9516 PG 1394

SPECIAL WARRANTY DEED  
(Channel Parcel)

(St. Andrews Condominium Unit One)

THIS INDENTURE, made this 30th day of October, 1996, between EAST LAKE WOODLANDS, LTD., a Florida limited partnership (hereinafter sometimes referred to as "Grantor"), and ST. ANDREWS CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, whose mailing address is c/o Management & Associates, 3490 East Lake Road, Suite C, Palm Harbor, Florida 34685 County of Pinellas, State Of Florida (hereinafter sometimes referred to as "Grantee");

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors, grantees, and assigns forever, the land situate, lying and being in the County Of Pinellas, State Of Florida, which is more particularly described in Exhibit "A", which is attached hereto, and is, by this reference, made a part hereof (hereinafter sometimes referred to as the "Property").

SUBJECT TO those various permissible exceptions set forth in Exhibit "B", which is attached hereto, and is, by this reference, made a part hereof.

Documentary Tax Pd. \$ 78  
\$ \_\_\_\_\_ Intangible Tax Pd.  
Karla F De Beaton, Clerk, Pinellas County  
By mdc Deputy Clerk

~~XXXXXXXXXX~~

This Instrument Prepared By:

William J. Deas, Esquire  
William J. Deas, P.A.  
2215 River Boulevard  
Jacksonville, Florida 32204

William J. Deas, Esquire  
William J. Deas, P.A.  
2215 River Boulevard  
Jacksonville, Florida 32204

LAW OFFICE  
WILLIAM J. DEAS, P.A.  
2215 RIVER BOULEVARD  
JACKSONVILLE, FL 32204

✓ RETURN TO  
CRIMMINS TITLE COMPANY, INC.  
6245 - 4th St. No.  
St. Petersburg, FL 33702

-1-

CD-16

The conveyance of the Property by Grantor to Grantee is made subject to and in consideration of the following specific covenants, restrictions, reservations, duties, and rights, all of which shall constitute covenants, restrictions, reservations, duties, and rights running with the title to the Property, binding upon Grantee, and all persons, bodies, or other entities deraining title through Grantee, and inuring to the benefit of and enforceable by Grantor, and its successors, grantees, and assigns for a period of fifteen (15) years from the date this Special Warranty Deed is recorded [the fifteen (15) year limitation being intended to apply only as to these covenants, restrictions, reservations, duties, and rights, and NOT to the Easement reserved hereinafter]; and Grantee, by its acceptance and recordation hereof, hereby agrees as follows:

- (a) That in no event shall the Property be dedicated or conveyed for public purposes or utilized for any commercial purposes. ("Prohibited Usage")
- (b) That no fences shall be allowed within the Property which would interfere, in any unreasonable fashion, with the free exercise by Grantor of the various easement rights reserved by it herein. ("No Fences")
- (c) That in no event shall the Property be used, in any fashion, in a manner so as to interfere with the use, maintenance, repair, and replacement of existing underground drainage, gas, irrigation, water, sewer, electrical, telephone, and other utility facilities which presently cross the Property in underground lines or pipes, including, but not limited to, constructing any improvements over such. ("No Interference")
- (d) That no wells may be drilled or maintained on the Property. ("No Wells")
- (e) That any drainage, irrigation, and retention ponds which are wholly located within the Property (hereinafter sometimes referred to as the "Ponds") shall be maintained in accordance with all applicable governmental rules, regulations, and sound engineering practices at all times so as, inter alia, not to interfere in any fashion with the various drainage, treatment, and storage easements pertaining thereto, which Grantor has reserved unto it herein. ("Pond Maintenance")

Any of the covenants, restrictions, reservations, duties and rights set forth in Paragraphs (a), (b), (c), (d) and (e), supra, may be enforced by action against any person, body, or other entity violating or attempting to violate any of said covenants, restrictions, reservations, duties and rights, either to restrain said violation or attempted violation, or to recover damages. The prevailing party in such action shall be entitled to recover, in addition to all costs and damages allowed by law, such sum as the court may adjudge to be reasonable for the services of its attorney, including services in any appellate proceeding or proceedings.

Invalidation of any of these covenants, restrictions, reservations, duties and rights, by judgment or court order, shall not affect any of the other covenants, restrictions, reservations, duties and rights, or any portion thereof; all of which remain in full force and effect.

ALSO RESERVING, HOWEVER, unto Grantor, its successors, lessees, grantees and assigns, a non-exclusive perpetual easement for utility, irrigation, drainage, sign, berm and wall ingress, egress, and access purposes, including the right to enter upon the Property for purposes of installing, maintaining, repairing, and replacing any and all signs, walls, berms and utility, irrigation, and drainage lines and facilities as might be presently located within the Property or might be installed therein in the future, as well as access to adjacent property of Grantor, or affiliated entities of Grantor and the right to drain into, store, treat, and drain out of the Ponds (herein sometimes referred to as the "Easement"), over, under, through, and across the Property. Grantor, by its execution and delivery hereof, and Grantee, by its acceptance hereof, hereby mutually covenant and agree as follows as to the Easement:

1. That Grantor agrees to exercise the Easement in a reasonable fashion so as not to unreasonably interfere with or hamper Grantee's permissible usage of the Property, land as to the Ponds shall not exercise such so as to exceed the designed capacities and flow characteristics of the Ponds, and shall be liable for any damages as might occur to any portion of the Property arising out of its exercise of the Easement. ("Reasonable Usage")

2. That the Easement is non-exclusive, and shall be owned, held, and utilized by Grantor in common with Grantee. ("Non-Exclusive")

3. That the Easement for sign purposes only is limited to signs needed for country club and golf course regulatory and operating purposes only. ("Limited Signs")

Any of the covenants, restrictions, reservations, duties and rights set forth in Paragraphs 1, 2, and 3, supra, may be enforced by action against any person, body, or other entity violating or attempting to violate any of said covenants, restrictions, reservations, duties and rights, either to restrain said violation or attempted violation, or to recover damages. The prevailing party in such action shall be entitled to recover, in addition to all costs and damages allowed by law, such sum as the court may adjudge to be reasonable for the services of its attorney, including services in any appellate proceeding or proceedings.

Invalidation of any of these covenants, restrictions, reservations, duties, and rights, by judgment or court order, shall not affect any of the other covenants, restrictions, reservations, duties and rights, or any portion thereof; all of which remain in full force and effect.

And Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons whomsoever claiming by, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name, the day and year first above written.

Signed and sealed in the  
presence of:

EAST LAKE WOODLANDS, LTD.,  
a Florida limited partnership

By: METRO JV, INC., a New  
Jersey corporation, as  
its sole general partner

*John A. Stork*  
Signature of Witness

John A. Stork  
Typed or Printed Name of Witness

*Linda J. Kulick*  
Signature of Witness

LINDA J. Kulick  
Typed or Printed Name of Witness

By: *Jay A. Koerber*  
As its Vice President  
520 Broad Street  
Newark, New Jersey 07102

(Corporate Seal)

STATE OF NEW JERSEY  
COUNTY OF ESSEX

The foregoing instrument was acknowledged before me, this 30th  
day of October, 1996, by *Jay A. Koerber*, as Vice  
President of Metro JV, Inc., a New Jersey corporation, as the sole  
General Partner of East Lake Woodlands, Ltd., a Florida limited  
partnership, on behalf of the Corporation and of the Partnership,  
who is personally known to me ~~(or who has produced as  
identification)~~.

*Donna Marie Iannia*  
Signature of person taking acknowledgment

Name of acknowledger typed, printed or stamped

DONNA MARIE IANNIA  
Title or rank  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires May 31, 1999

Serial number, if any

ELW/600-493/swd-16/dgf  
10/21/96

PINELLAS COUNTY FLA.  
OFF.REC.BK 9516 PG 1399

EXHIBIT "A"

THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND, LYING, BEING AND  
SITUATE IN PINELLAS COUNTY, FLORIDA; AND BEING MORE PARTICULARLY  
DESCRIBED ON SHEETS 1 AND 2 ALL ATTACHED HERETO AND MADE A PART  
HEREOF.

**ST. ANDREWS  
CHANNEL PARCEL**

**DESCRIPTION:** A parcel of land being a portion of Section 10, Township 28 South, Range 16 East, Pinellas County, Florida, said parcel being described by the following metes and bounds description, in accordance with bearing and distance measurements with a basis of bearings being "Grid North", based on the Florida State Plane Coordinate System for the West Zone of Florida, North American Datum of 1998 (NAD88), said parcel more particularly described as follows:

BEGIN at the Northeast corner of Basic Parcel 1, ST. ANDREWS CONDOMINIUM UNIT ONE, as shown on the map or plat thereof, recorded in Condominium Plat Book 87, Pages 75-88, Public Records of Pinellas County, Florida, run thence N85°34'45"E for a distance of 75.51 feet, to the Northwest corner of Basic Parcel 2, as shown on said plat; thence along the westerly boundary of said Basic Parcel 2, S34°25'50"E for a distance of 298.53 feet; thence continue along said westerly boundary, S26°24'31"W for a distance of 50.81 feet to a point on the northerly right-of-way line of East Lake Woodlands Parkway, said point being a point of intersection with a non-tangent circular curve concave northerly; thence Westerly along the arc of the said curve, having a radius of 695.00 feet, a central angle of 04°09'49", an arc length of 50.51 feet, the chord for which bears N76°57'30"W for a distance of 50.49 feet; thence leaving said right-of-way line, along the easterly boundary of the aforesaid Basic Parcel 1, N01°11'01"W for a distance of 41.23 feet; thence continue along said easterly boundary, N34°54'41"W for a distance of 169.04 feet; thence continue along said easterly boundary, N38°16'07"W for a distance of 120.59 feet, to the POINT OF BEGINNING.

Containing 19,784 square feet, more or less.

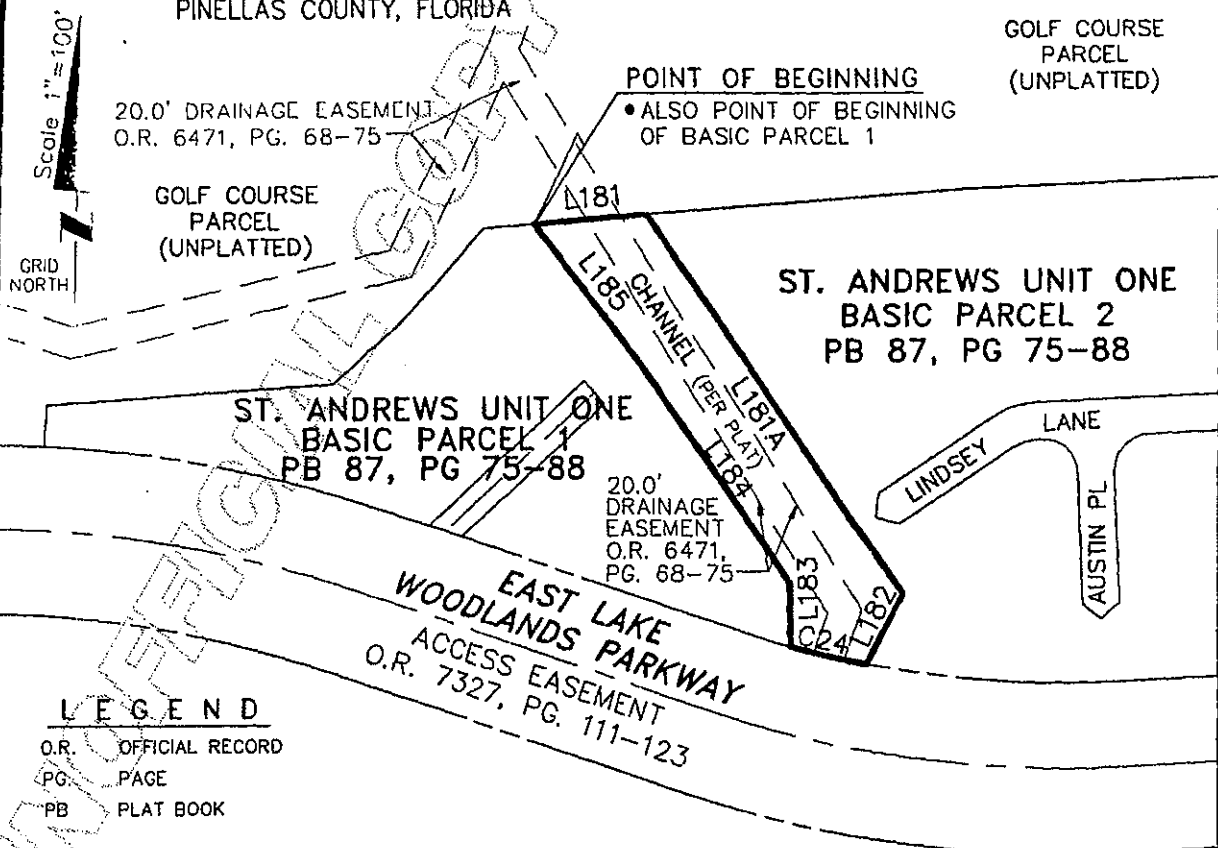
**EMK CONSULTANTS OF FLORIDA, INC.**



Jeffery N. Lucas  
Registered Surveyor and Mapper No. 4106

SECTION 10, TOWNSHIP 28 SOUTH, RANGE 16 EAST  
PINELLAS COUNTY, FLORIDA

PINELLAS COUNTY FLA.  
OFF.REC.BK 9516 PG 1401



# LEGEND

O.R. OFFICIAL RECORD  
PG. PAGE  
PB PLAT BOOK

## GRID MEASUREMENTS

LINE	DIRECTION	DISTANCE
L181	N 85°34'45" E	75.51'
L181A	S 34°25'50" E	298.53'
L182	S 26°24'31" W	50.81'
L183	N 01°11'01" W	41.23'
L184	N 34°54'41" W	169.04'
L185	N 38°16'07" W	120.59'

## PLAT MEASUREMENTS

LINE	DIRECTION	DISTANCE
L181A	S 34°26'56" E	298.53'
L182	S 26°23'25" W	50.81'
L183	N 01°12'07" W	41.23'
L184	N 34°55'47" W	169.04'
L185	N 38°17'13" W	120.59'

## GRID MEASUREMENTS

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C24	695.00'	50.51'	25.26'	50.49'	N 76°57'30" W	04°09'49"

## CALCULATED MEASUREMENTS

(DEED MEASUREMENTS ADJUSTED)

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C24	695.00'(D)	50.51'	25.26'	50.49'	N 76°58'36" W	04°09'49"

SHEET 2 OF 2

DRAWN BY: RAM  
DWG. No. SKT-21  
DATE: 9/23/96  
PROJ. No. 30068.01  
SCALE: 1" = 100'

SKETCH TO ACCOMPANY  
LEGAL DESCRIPTION  
NOT A SURVEY



EMK Consultants of Florida, Inc.  
LB No. 4636  
7815 N. Dale Mabry Hwy.  
Tampa, Florida 33614  
PH. (813) 931-8900  
Email: emk@cftnet.com  
ENGINEERS • SURVEYORS • LAND PLANNERS



EXHIBIT "B"

SCHEDULE OF PERMISSIBLE EXCEPTIONS

1. Covenants, restrictions, reservations, limitations and easements of record, if any.
2. Ad valorem taxes accruing subsequent to December 31, 1995.

9C315016 MDK 11-06-1996 12:11:36  
01 DED-E LK WOODLANDS/ST ANDREWS CN  
RECORDING 1 \$42.00  
DOC STAMP - DR219 3 \$.70

TOTAL: \$42.70  
CHECK AMT. TENDERED: \$42.70  
CHANGE: \$.00

ELW/600-493/swd-16/dgf  
10/21/96

LAW OFFICE  
WILLIAM J. DEAR, P.A.  
225 RIVER BOULEVARD  
JACKSONVILLE, FL 32204

INST # 97-044435  
FEB 18, 1997 9:48AM

PINELLAS COUNTY FLA.  
OFF. REC. BK 9612 PG 1675

01cash 11chg.  
40Rsc 24.00  
41DS .70  
43Int  
Total 24.70

Documentary Tax Pd. \$ .70 **QUIT CLAIM DEED**  
(Channel Parcel)

\$ \_\_\_\_\_ Intangible Tax Pd.

Karlson F. Reiskor, Clerk, Pinellas County (St. Andrews Condominium Unit One)

By \_\_\_\_\_, Deputy Clerk

THIS INDENTURE, made this 6th day of February, 1997, between ST. ANDREWS CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation (hereinafter referred to as "Grantor"); and EAST LAKE WOODLANDS, LTD., a Florida limited partnership (hereinafter referred to as "Grantee"), whose mailing address is 1050 East Lake Woodlands Parkway, Oldsmar, Florida 34677, County of Pinellas, State of Florida. "Grantee");

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby quit claim to Grantee, its successors, grantees, and assigns forever, the land situate, lying and being in the County of Pinellas, State of Florida, which is more particularly described in Exhibit "A", which is attached hereto, and is, by this reference, made a part hereof (hereinafter sometimes referred to as the "Property").

This is a corrective deed executed by the Grantor herein with the consent of the Grantee herein for the express purpose of negating in all respects the Special Warranty Deed dated October 30, 1996 by East Lake Woodlands, Ltd., a Florida limited partnership to St. Andrews Condominium, Inc., a Florida non-profit corporation, which Deed was inadvertently executed and recorded in Pinellas County, Florida on November 6, 1996 in Book 9516, Page 1394, said execution and recordation being effected without the consent and contrary to the express refusal of St. Andrews Condominium Association, Inc. to accept said conveyance.

By the execution of this deed herein St. Andrews Condominium Association, Inc. with the consent of East Lake Woodlands, Ltd. publicly rejects, for the benefit of all owners (past, present or in the future) of the property herein described, any responsibility or encumbrance with respect to the covenants, restrictions, reservations, duties and rights specifically set forth in the Deed of October 30, 1996 above referred to as between the parties thereto as specifically referred to above.

PREPARED BY:  
ST. ANDREWS CONDOMINIUM ASSOCIATION, INC.  
3490 East Lake Road, Suite C  
Palm Harbor, FL 34685

RETURN TO:  
CRIMMINS TITLE COMPANY  
6245 4th Street North  
St. Petersburg, FL 33702

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name, the day and year first above written.

Signed and sealed in the presence of:

ST. ANDREWS CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation

Bernadette L. Massaro  
Signature of Witness

By: H.T. Schaefer  
As its President  
3490 East Lake Road, Suite C  
Palm Harbor, Florida 34685

BERNADETTE L. MASSARO  
Typed or Printed Name of Witness

Shirley B. Hampton  
Signature of Witness

(Corporate Seal)

SHIRLEY B. HAMPTON  
Typed or Printed Name of Witness

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me, this 6<sup>th</sup> day of February, 1997, by H.T. Schaefer, as President of ST. ANDREWS CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the Corporation, who is personally known to me (or who has produced as identification).



Sandra L. Carter  
Signature of person taking acknowledgment

Sandra L. Carter  
Name of acknowledger typed, printed or stamped

\_\_\_\_\_  
Title or rank

\_\_\_\_\_  
Serial number, if any

PINELLAS COUNTY FLA.  
OFF.REC.BK 9612 PG 1677

EXHIBIT "A"

THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND, LYING, BEING AND SITUATE  
IN PINELLAS COUNTY, FLORIDA; AND BEING MORE PARTICULARLY DESCRIBED  
ON SHEETS 1 AND 2 ALL ATTACHED HERETO AND MADE A PART HEREOF.

BEING THE SAME PROPERTY INADVERTENTLY CONVEYED BY GRANTEE HEREIN  
TO GRANTOR HEREIN BY SPECIAL WARRANTY DEED DATED OCTOBER 30, 1996  
AND RECORDED IN PINELLAS COUNTY, FLORIDA IN BOOK 9516 PAGE 1394 ON  
NOVEMBER 6, 1996.

7C077642 PAL 02-18-1997 09:45:06  
01 DED-EAST LAKE WOODLANDS (T)  
RECORDING 1 \$24.00  
DOC STAMP - DR219 3 \$1.70  
TOTAL: \$24.70  
CHECK AMT. TENDERED: \$24.70  
CHANGE: \$.00

ST. ANDREWS  
CHANNEL PARCEL


PINELLAS COUNTY FLA.  
OFF. REC. BK 9612 PG 1678

**DESCRIPTION:** A parcel of land being a portion of Section 10, Township 28 South, Range 16 East, Pinellas County, Florida, said parcel being described by the following metes and bounds description, in accordance with bearing and distance measurements with a basis of bearings being "Grid North", based on the Florida State Plane Coordinate System for the West Zone of Florida, North American Datum of 1998 (NAD88), said parcel more particularly described as follows:

BEGIN at the Northeast corner of Basic Parcel 1, ST. ANDREWS CONDOMINIUM UNIT ONE, as shown on the map or plat thereof, recorded in Condominium Plat Book 87, Pages 75-88, Public Records of Pinellas County, Florida, run thence N85°34'45"E for a distance of 75.51 feet, to the Northwest corner of Basic Parcel 2, as shown on said plat; thence along the westerly boundary of said Basic Parcel 2, S34°25'50"E for a distance of 298.53 feet; thence continue along said westerly boundary, S26°24'31"W for a distance of 50.81 feet to a point on the northerly right-of-way line of East Lake Woodlands Parkway, said point being a point of intersection with a non-tangent circular curve concave northerly; thence Westerly along the arc of the said curve, having a radius of 695.00 feet, a central angle of 04°09'49", an arc length of 50.51 feet, the chord for which bears N76°57'30"W for a distance of 50.49 feet; thence leaving said right-of-way line, along the easterly boundary of the aforesaid Basic Parcel 1, N01°11'01"W for a distance of 41.23 feet; thence continue along said easterly boundary, N34°54'41"W for a distance of 169.04 feet; thence continue along said easterly boundary, N38°16'07"W for a distance of 120.59 feet, to the POINT OF BEGINNING.

Containing 19.784 square feet, more or less.

EMK CONSULTANTS OF FLORIDA, INC.



Jeffery N. Lucas

Registered Surveyor and Mapper No. 4106

SHEET 1 OF 2

EXHIBIT. "A"

SECTION 10, TOWNSHIP 28 SOUTH, RANGE 16 EAST  
PINELLAS COUNTY, FLORIDA

PINELLAS COUNTY FLA.  
OFF. REC. BK 9612 PG 1679

GOLF COURSE  
PARCEL  
(UNPLATTED)

Scale 1" = 100'

GRID  
NORTH

20.0' DRAINAGE EASEMENT  
O.R. 6471, PG. 68-75

GOLF COURSE  
PARCEL  
(UNPLATTED)

POINT OF BEGINNING

• ALSO POINT OF BEGINNING  
OF BASIC PARCEL 1

ST. ANDREWS UNIT ONE  
BASIC PARCEL 1  
PB 87, PG 75-88

20.0' DRAINAGE  
EASEMENT  
O.R. 6471,  
PG. 68-75

ST. ANDREWS UNIT ONE  
BASIC PARCEL 2  
PB 87, PG 75-88

EAST LAKE  
WOODLANDS PARKWAY  
ACCESS EASEMENT  
O.R. 7327, PG. 111-123

LINDSEY LANE  
AUSTIN PL

### LEGEND

O.R. OFFICIAL RECORD  
PG. PAGE  
PB PLAT BOOK

### GRID MEASUREMENTS

LINE	DIRECTION	DISTANCE
L181	N 85°34'45" E	75.51'
L181A	S 34°25'50" E	298.53'
L182	S 26°24'31" W	50.81'
L183	N 01°11'01" W	41.23'
L184	N 34°54'41" W	169.04'
L185	N 38°16'07" W	120.59'

### PLAT MEASUREMENTS

LINE	DIRECTION	DISTANCE
L181A	S 34°26'56" E	298.53'
L182	S 26°23'25" W	50.81'
L183	N 01°12'07" W	41.23'
L184	N 34°55'47" W	169.04'
L185	N 38°17'13" W	120.59'

### GRID MEASUREMENTS

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C24	695.00'	50.51'	25.26'	50.49'	N 76°57'30" W	04°09'49"

### CALCULATED MEASUREMENTS (DEED MEASUREMENTS ADJUSTED)

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C24	695.00'(D)	50.51'	25.26'	50.49'	N 76°58'36" W	04°09'49"

SHEET 2 OF 2

DRAWN BY: RAM  
DWG. No. SKT-21  
DATE: 9/23/96  
PROJ. No. 30068.01  
SCALE: 1" = 100'

SKETCH TO ACCOMPANY  
LEGAL DESCRIPTION  
NOT A SURVEY



EMK Consultants of Florida, Inc.  
LB No. 4636  
7815 N. Dale Mabry Hwy.  
Tampa, Florida 33614  
PH. (813) 931-8900  
Email: emk@cflnet.com  
ENGINEERS • SURVEYORS • LAND PLANNERS

INST # 97-044436  
FEB 18, 1997 09:48AM

PINELLAS COUNTY FLA.  
OFF.REC.BK 9612 PG 1680

2

01cash 11chg.  
40Rec 42.00  
41DS .70  
43Int  
Total 42.70  
fag

Documentary Tax Pd. \$ 70  
\$ Intangible Tax Pd.  
Karleen F. De Blaker, Clerk, Pinellas County  
By Deputy Clerk

**SPECIAL WARRANTY DEED**  
(Channel Parcel)

(St. Andrews Condominium Unit One)

THIS INDENTURE, made this 7<sup>th</sup> day of January, 1997 between EAST LAKE WOODLANDS, LTD., a Florida limited partnership (hereinafter sometimes referred to as "Grantor"); and EAST LAKE WOODLANDS COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, whose mailing address is c/o Management & Associates, 3490 East Lake Road, Suite C, Palm Harbor, Florida 34685, County of Pinellas, State Of Florida (hereinafter sometimes referred to as "Grantee");

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors, grantees, and assigns forever, the land situate, lying and being in the County Of Pinellas, State Of Florida, which is more particularly described in Exhibit "A", which is attached hereto, and is, by this reference, made a part hereof (hereinafter sometimes referred to as the "Property").

SUBJECT TO those various permissible exceptions set forth in Exhibit "B", which is attached hereto, and is, by this reference, made a part hereof.

RECEIVED

This Instrument Prepared By:

William J. Deas, Esquire  
William J. Deas, P.A.  
2215 River Boulevard  
Jacksonville, Florida 32204

William J. Deas, Esquire  
William J. Deas, P.A.  
2215 River Boulevard  
Jacksonville, Florida 32204

LAW OFFICE  
WILLIAM J. DEAS, P.A.  
2215 RIVER BOULEVARD  
JACKSONVILLE, FL 32204

✓ RETURN TO  
CRIMMINS TITLE COMPANY, INC.  
6245 - 4th St. No.  
St Petersburg, FL 33702

-1-

CD-16

The conveyance of the Property by Grantor to Grantee is made subject to and in consideration of the following specific covenants, restrictions, reservations, duties, and rights, all of which shall constitute covenants, restrictions, reservations, duties, and rights running with the title to the Property, binding upon Grantee, and all persons, bodies, or other entities derailing title through Grantee, and inuring to the benefit of and enforceable by Grantor, and its successors, grantees, and assigns for a period of fifteen (15) years from the date this Special Warranty Deed is recorded [the fifteen (15) year limitation being intended to apply only as to these covenants, restrictions, reservations, duties, and rights, and NOT to the Easement reserved hereinafter]; and Grantee, by its acceptance and recordation hereof, hereby agrees as follows:

- (a) That in no event shall the Property be dedicated or conveyed for public purposes or utilized for any commercial purposes. ("Prohibited Usage")
- (b) That no fences shall be allowed within the Property which would interfere, in any unreasonable fashion, with the free exercise by Grantor of the various easement rights reserved by it herein. ("No Fences")
- (c) That in no event shall the Property be used, in any fashion, in a manner so as to interfere with the use, maintenance, repair, and replacement of existing underground drainage, gas, irrigation, water, sewer, electrical, telephone, and other utility facilities which presently cross the Property in underground lines or pipes, including, but not limited to, constructing any improvements over such. ("No Interference")
- (d) That no wells may be drilled or maintained on the Property. ("No Wells")
- (e) That any drainage, irrigation, and retention ponds which are wholly located within the Property (hereinafter sometimes referred to as the "Ponds") shall be maintained in accordance with all applicable governmental rules, regulations, and sound engineering practices at all times so as, inter alia, not to interfere in any fashion with the various drainage, treatment, and storage easements pertaining thereto, which Grantor has reserved unto it herein. ("Pond Maintenance")



Any of the covenants, restrictions, reservations, duties and rights set forth in Paragraphs (a), (b), (c), (d) and (e), supra, may be enforced by action against any person, body, or other entity violating or attempting to violate any of said covenants, restrictions, reservations, duties and rights, either to restrain said violation or attempted violation, or to recover damages. The prevailing party in such action shall be entitled to recover, in addition to all costs and damages allowed by law, such sum as the court may adjudge to be reasonable for the services of its attorney, including services in any appellate proceeding or proceedings.

Invalidation of any of these covenants, restrictions, reservations, duties and rights, by judgment or court order, shall not affect any of the other covenants, restrictions, reservations, duties and rights, or any portion thereof; all of which remain in full force and effect.

ALSO RESERVING, HOWEVER, unto Grantor, its successors, lessees, grantees and assigns, a non-exclusive perpetual easement for utility, irrigation, drainage, sign, berm and wall ingress, egress, and access purposes, including the right to enter upon the Property for purposes of installing, maintaining, repairing, and replacing any and all signs, walls, berms and utility, irrigation, and drainage lines and facilities as might be presently located within the Property or might be installed therein in the future, as well as access to adjacent property of Grantor, or affiliated entities of Grantor and the right to drain into, store, treat, and drain out of the Ponds (herein sometimes referred to as the "Easement"), over, under, through, and across the Property. Grantor, by its execution and delivery hereof, and Grantee, by its acceptance hereof, hereby mutually covenant and agree as follows as to the Easement:

1. That Grantor agrees to exercise the Easement in a reasonable fashion so as not to unreasonably interfere with or hamper Grantee's permissible usage of the Property, land as to the Ponds shall not exercise such so as to exceed the designed capacities and flow characteristics of the Ponds, and shall be liable for any damages as might occur to any portion of the Property arising out of its exercise of the Easement. ("Reasonable Usage")

2. That the Easement is non-exclusive, and shall be owned, held, and utilized by Grantor in common with Grantee. ("Non-Exclusive")

3. That the Easement for sign purposes only is limited to signs needed for country club and golf course regulatory and operating purposes only. ("Limited Signs")

Any of the covenants, restrictions, reservations, duties and rights set forth in Paragraphs 1, 2, and 3, supra, may be enforced by action against any person, body, or other entity violating or attempting to violate any of said covenants, restrictions, reservations, duties and rights, either to restrain said violation or attempted violation, or to recover damages. The prevailing party in such action shall be entitled to recover, in addition to all costs and damages allowed by law, such sum as the court may adjudge to be reasonable for the services of its attorney, including services in any appellate proceeding or proceedings.

Invalidation of any of these covenants, restrictions, reservations, duties, and rights, by judgment or court order, shall not affect any of the other covenants, restrictions, reservations, duties and rights, or any portion thereof; all of which remain in full force and effect.

And Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons whomsoever claiming by, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name, the day and year first above written.

Signed and sealed in the  
presence of:

EAST LAKE WOODLANDS, LTD.,  
a Florida limited partnership

By: METRO JV, INC., a New  
Jersey corporation, as  
its sole general partner

TAY A. Koerber  
Signature of Witness

By: Michael S. Ryan  
As its ~~Vice~~ President  
520 Broad Street  
Newark, New Jersey 07102

TAY A. Koerber  
Typed or Printed Name of Witness

SHARON A. KHUDAN  
Signature of Witness

(Corporate Seal)

SHARON A. KHUDAN  
Typed or Printed Name of Witness

STATE OF NEW JERSEY  
COUNTY OF ESSEX

The foregoing instrument was acknowledged before me, this 7th  
day of January, 1997, by Michael S. Ryan, as ~~Vice~~  
President of Metro JV, Inc., a New Jersey corporation, as the sole  
General Partner of East Lake Woodlands, Ltd., a Florida limited  
partnership, on behalf of the Corporation and of the Partnership,  
who is personally known to me (~~or who has produced as~~  
~~identification~~).

Donna Marie Iannia  
Signature of person taking acknowledgment

Name of acknowledger typed, printed or stamped

DONNA MARIE IANNIA  
Title or rank  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires May 31, 1999

Serial number, if any

ELW/600-493/2swd-16/dgf  
12/20/96

PINELLAS COUNTY FLA.  
EXHIBIT "A" OFF.REC.BK 9612 PG 1685

THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND, LYING, BEING AND  
SITUATE IN PINELLAS COUNTY, FLORIDA; AND BEING MORE PARTICULARLY  
DESCRIBED ON SHEETS 1 AND 2 ALL ATTACHED HERETO AND MADE A PART  
HEREOF.

LAW OFFICE  
WILLIAM J. DEAS, P.A.  
2215 RIVER BOULEVARD  
JACKSONVILLE, FL 32204

ELW/600-493/2swd-16/dgf  
12/20/96

ST. ANDREWS  
CHANNEL PARCEL

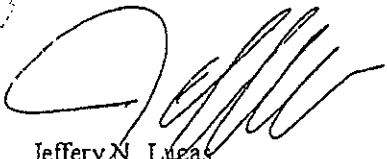
PINELLAS COUNTY FLA.  
OFF. REC. BK 9612 PG 1686

DESCRIPTION: A parcel of land being a portion of Section 10, Township 28 South, Range 16 East, Pinellas County, Florida, said parcel being described by the following metes and bounds description, in accordance with bearing and distance measurements with a basis of bearings being "Grid North", based on the Florida State Plane Coordinate System for the West Zone of Florida, North American Datum of 1998 (NAD88), said parcel more particularly described as follows:

BEGIN at the Northeast corner of Basic Parcel 1, ST. ANDREWS CONDOMINIUM UNIT ONE, as shown on the map or plat thereof, recorded in Condominium Plat Book 87, Pages 75-88, Public Records of Pinellas County, Florida, run thence N85°34'45"E for a distance of 75.51 feet, to the Northwest corner of Basic Parcel 2, as shown on said plat; thence along the westerly boundary of said Basic Parcel 2, S34°25'50"E for a distance of 298.53 feet; thence continue along said westerly boundary, S26°24'31"W for a distance of 50.81 feet to a point on the northerly right-of-way line of East Lake Woodlands Parkway, said point being a point of intersection with a non-tangent circular curve concave northerly; thence Westerly along the arc of the said curve, having a radius of 695.00 feet, a central angle of 04°09'49", an arc length of 50.51 feet, the chord for which bears N76°57'30"W for a distance of 50.49 feet; thence leaving said right-of-way line, along the easterly boundary of the aforesaid Basic Parcel 1, N01°11'01"W for a distance of 41.23 feet; thence continue along said easterly boundary, N34°54'41"W for a distance of 169.04 feet; thence continue along said easterly boundary, N38°16'07"W for a distance of 120.59 feet, to the POINT OF BEGINNING.

Containing 19,784 square feet, more or less.

EMK CONSULTANTS OF FLORIDA, INC.



Jeffery N. Lucas

Registered Surveyor and Mapper No. 4106

SHEET 1 OF 2

EXHIBIT "A"

SECTION 10, TOWNSHIP 28 SOUTH, RANGE 16 EAST  
PINELLAS COUNTY, FLORIDA

GOLF COURSE  
PARCEL  
(UNPLATTED)

20.0' DRAINAGE EASEMENT  
O.R. 6471, PG. 68-75

POINT OF BEGINNING  
• ALSO POINT OF BEGINNING  
OF BASIC PARCEL 1

GOLF COURSE  
PARCEL  
(UNPLATTED)

ST. ANDREWS UNIT ONE  
BASIC PARCEL 2  
PB 87, PG 75-88

ST. ANDREWS UNIT ONE  
BASIC PARCEL 1  
PB 87, PG 75-88

20.0' DRAINAGE  
EASEMENT  
O.R. 6471,  
PG. 68-75

LINDSEY LANE  
AUSTIN PL

EAST LAKE  
WOODLANDS PARKWAY  
ACCESS EASEMENT  
O.R. 7327, PG. 111-123

# LEGEND

O.R. OFFICIAL RECORD  
PG. PAGE  
PB PLAT BOOK

## GRID MEASUREMENTS

LINE	DIRECTION	DISTANCE
L181	N 85°34'45" E	75.51'
L181A	S 34°25'50" E	298.53'
L182	S 26°24'31" W	50.81'
L183	N 01°11'01" W	41.23'
L184	N 34°54'41" W	169.04'
L185	N 38°16'07" W	120.59'

## PLAT MEASUREMENTS

LINE	DIRECTION	DISTANCE
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L183	N 01°12'07" W	41.23'
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L185	N 38°17'13" W	120.59'

## GRID MEASUREMENTS

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C24	695.00'	50.51'	25.26'	50.49'	N 76°57'30" W	04°09'49"

## CALCULATED MEASUREMENTS (DEED MEASUREMENTS ADJUSTED)

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C24	695.00'(D)	50.51'	25.26'	50.49'	N 76°58'36" W	04°09'49"

SHEET 2 OF 2

DRAWN BY: RAM  
DWG. No. SKT-21  
DATE: 9/23/96  
PROJ. No. 30068.01  
SCALE: 1" = 100'

SKETCH TO ACCOMPANY  
LEGAL DESCRIPTION  
NOT A SURVEY



EMK Consultants of Florida, Inc.  
LB No. 4636  
7815 N. Dale Mabry Hwy.  
Tampa, Florida 33614  
PH. (813) 931-8900  
EMail: emk@cfinel.com  
ENGINEERS • SURVEYORS • LAND PLANNERS

EXHIBIT "B"

SCHEDULE OF PERMISSIBLE EXCEPTIONS

1. Covenants, restrictions, reservations, limitations and easements of record, if any.
2. Ad valorem taxes accruing subsequent to December 31, 1996.

7C077643 PAI 02-18-1997 09:46:03

01 DED-EAST LAKE WOODLANDS LTD

RECORDING	1	\$42.00
DOC STAMP - DR219	3	\$1.70

TOTAL:	\$42.70
CHECK AMT. TENDERED:	\$42.70
CHANGE:	\$0.00

ELW/600-493/2swd-16/dgf  
12/20/96

LAW OFFICE  
WILLIAM J. DEAG, P.A.  
2215 RIVER BOULEVARD  
JACKSONVILLE, FL 32204

91  
40 Rec 301.00  
43 Int. 155.00  
Tot 456.00

85208482

D.R. 6087 PAGE 1911

DECLARATION OF CONDOMINIUM

OF OCT 3 3 1-PM '85

ST. ANDREWS CONDOMINIUM UNIT ONE  
Palm Harbor, Florida 33563

MADE this 26th day of July, 1985, by EAST LAKE WOODLANDS, LTD., a Florida limited partnership, for itself, its successors, grantees, and assigns.

WHEREIN East Lake Woodlands, Ltd. makes the following declarations:

1. PURPOSE. The purpose of this Declaration Of Condominium is to submit the Property as described and defined herein to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes.

1.1 Name and Address. The name by which this condominium is to be identified is ST. ANDREWS CONDOMINIUM UNIT ONE, and its address is Palm Harbor, Florida 33563.

1.2 The Land. The lands owned by East Lake Woodlands, Ltd., a Florida limited partnership, which, by this Declaration Of Condominium, are, together with the remainder of the Property, hereby submitted to the condominium form of ownership, are more particularly described in Exhibit A-1 which is attached hereto and by this reference made a part hereof.

2. DEFINITIONS. The terms used in this Declaration Of Condominium and in its Exhibits shall have the meanings stated in Chapter 718, Florida Statutes, and as follows, unless otherwise set forth herein or unless the context otherwise requires.

2.1 Act. Chapter 718, Florida Statutes, as it exists as of the date hereof.

2.2 Articles. The Articles Of Incorporation of the Association.

2.3 Association. St. Andrews Condominium Association, Inc., a Florida nonprofit corporation, and its successors.

2.4 Assessment. That portion of the cost of managing, maintaining, and repairing the Property as is charged to and borne by each Unit Owner and as is more particularly set forth in Exhibit A-3 which is attached hereto, and by this reference made a part hereof which shall be defined and calculated in accordance with the Act.

2.5 Buildings. All structures designed and utilized for residential dwelling units, and which have been constructed on the Land.

2.6 By-Laws. The By-Laws of the Association and of this Condominium.

This instrument prepared by:

William J. Deas, Esquire  
Post Office Box 40063  
Jacksonville, Florida 32203

HOLD:  
AMERICAN TITLE INSURANCE CO.  
CLEARWATER OFFICE

LOW OFFICE:  
WILLIAM J. DEAS, P.A.  
SUITE 600  
1000 RIVERSIDE AVENUE  
JACKSONVILLE, FL 32209

CONDOMINIUM PLAT PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 87 PAGES 75 THRU 88.



2.7 Common Elements. Common Elements shall include:

(a) All tangible personal property (including that owned by the Association) required for the maintenance and operation of the Condominium and subject to the right to dispose of such granted to the Association in Section 5.2(e), infra.

(b) Any land or other property or interest therein which may be acquired, in any fashion, by the Association for the Condominium, even though owned by the Association, provided that the amendment provisions of Section 5.2(c) infra, are complied with.

(c) All of the Property which is not included within the Units.

(d) Easements as may be necessary through Units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of Utility Services to other Units or the Common Elements.

(e) Installations for furnishing of Utility Services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installations.

(f) The property and installations in connection therewith acquired for the furnishing of services to more than one Unit or to the Common Elements.

(g) Easements for maintenance of the Common Elements.

(h) Any other items as set forth in the Act.

2.8 Common Expenses. Common Expenses shall include:

(a) Expenses of management and administration of the Condominium.

(b) Expenses of insurance, maintenance, operation, repair, rental, replacement, and betterment of the Common Elements and of any portion or portions of any Unit which are required to be maintained by the Association.

(c) Expenditures by the Association for payment of costs that are the responsibility of a Unit Owner, including but not limited to, the costs of repair of damage to a Unit in excess of insurance proceeds, and the costs of insurance upon a Unit. It is specifically understood and agreed, however, that the Association shall not be required to make such expenditures, that the making of such expenditures shall be purely a matter of discretion on the part of the Association, and that the inclusion of this provision is intended solely to grant the Association certain enforcement rights under the Act insofar as the ultimate recovery of such expenditures by the Association from the responsible Unit Owner is concerned.

(d) Expenses declared Common Expenses by provisions of this Declaration or the By-Laws, including, but not limited to, the Community Association assessments referred to in Paragraph 17, infra.

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

2.9 Common Surplus. The excess of all receipts of the Association over the amount of Common Expenses.

LAW OFFICE  
WILLIAM J. DEAN, P.A.  
SUITE 908  
2000 ROYAL PALM AVENUE  
JACKSONVILLE, FL 32204

2.10 Community Association. The association known as East Lake Woodlands Community Association, Inc., which is described in more detail in Paragraph 17, *infra*.

2.11 Condominium. The Condominium shall consist of all the Property as a whole when the context so permits or requires, as well as the meaning set forth in the Act and may be used interchangeably with or in conjunction with the term Property.

2.12 Condominium Documents. This Declaration Of Condominium and the Exhibits which are attached hereto, all as the same may from time to time be amended, together with any and all other documents pertaining to the Condominium which are referred to herein or contemplated or allowed hereby. The attached Exhibits are as follows:

- |                |  |
|----------------|--|
| 1. Exhibit A-1 | Legal Description  |
| 2. Exhibit A-2 | Condominium Plat   |
| 3. Exhibit A-3 | Percentage of Ownership in Common Elements and Common Surplus and Share of Common Expenses |
| 4. Exhibit B   | Articles of Incorporation  |
| 5. Exhibit C   | By-Laws  |

2.13 Condominium Parcel. A Unit, together with the undivided interest in the Common Elements that is appurtenant to the Unit; and, when the context permits, the term shall include all of the appurtenances to the Unit.

2.14 Declaration. This Declaration Of Condominium and the Exhibits which are attached hereto, all as the same may from time to time be amended.

2.15 Developer. East Lake Woodlands, Ltd., a Florida limited partnership, together with its successors, assigns, or grantees.

2.16 Institutional Lender. Any bank, savings and loan association, real estate investment trust, union pension fund, properly authorized agency of the United States of America, mortgage banking firm, mortgage company, The Federal National Mortgage Association, insurance company, or any other similar type lender commonly accepted as an institutional type lender.

2.17 Land. The realty described in Exhibit A-1 attached hereto.

2.18 Plans and Specifications. The plans and specifications prepared by Tom N. Watts, P.A., entitled "Saint Andrews East Lake Woodlands", and dated December 3, 1984.

2.19 Plat. Exhibit A-2 which is attached hereto and is, by this reference thereto, made a part hereof, as such may be subsequently amended from time to time in the future.

2.20 Property. The Land, any and all improvements thereon, including any tangible personal property utilized for the maintenance and operation of the Condominium, and also including all easements and rights appurtenant thereto and intended for use in connection with the Condominium, excluding therefrom, however, all installations for the providing of Utility Service, which are owned by Developer or any provider of such Utility Services.

2.21 Regulations. Any rules or regulations respecting the use of the Property that have been adopted by the

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Association from time to time in accordance with its Articles of Incorporation and By-Laws.

2.22 Share. The percentage of undivided interest in and to the Common Elements and Common Surplus which is appurtenant to each Unit and which is set forth in Exhibit A-3 attached hereto.

2.23 Unit. The individual residence described in Section 3.5, infra, and shown on the Plat.

2.24 Unit Owner. Any owner of a Unit.

2.25 Utility Services. As used in the Act, as construed with reference to this Condominium, and as used in the Declaration and By-Laws, Utility Services shall include, but not be limited to, electric power, gas, hot and cold water, heating, telephone, refrigeration, air conditioning, master television, security systems, and garbage and sewage disposal, although the listing of such services herein does not necessarily imply, much less guarantee, that the providing of such services is contemplated.

3. DEVELOPMENT PLAN. The Condominium is described and established as follows:

3.1 Survey. A survey of the Land showing the improvements, including the Buildings thereon, is attached hereto as Exhibit A-2 and is sometimes referred to herein as the Plat.

3.2 Plat. The improvements upon the Land are or will be constructed substantially in accordance with the Plans and Specifications as is set forth in the Plat which reflects the location and dimension of each and every Unit.

3.3 Amendment of Plans and Specifications.

(a) Alteration of Unit Plans. The interior plan of a Unit may be changed by its owner provided, however, that no changes or alterations may be made which adversely affect the structural integrity or soundness of the Buildings, or adversely affect the operation of or location of any system providing Utility Services to Units other than that being altered; that adequately detailed plans and specifications for such changes or alterations are submitted to and approved by the Association, and any Institutional Lender holding a mortgage on such Unit in writing prior to the commencement of such work; and that such work is performed by a person or firm duly licensed by the State of Florida to perform such work. However, in no event may the size or boundaries of a Unit be changed. No Units may be subdivided. No change shall be made in balconies. Any change that is made within a Unit shall also comply with the requirements of Section 5, infra. Developer reserves the right to make changes within Units during the construction of the Buildings as long as those changes do not change the size and dimensions of Units for which a Purchase And Sale Agreement has been signed, unless such changes are approved by the purchaser affected by the change.

3.4 Utility Easements. Easements are hereby reserved through the Property as may be required for Utility Services in order to serve the Condominium adequately; provided, however, these easements through a Unit shall be only according to the Plans and Specifications for the appropriate Building, or as the Building is constructed, unless approved in writing by the affected Unit Owner. The easements shall include, but not be

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limited to, the chases that run vertically through each Unit as shown upon the Plans and Specifications. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs the Utility Services using the easements.

**3.5 Unit Boundaries.** Each Unit shall include, in addition to the air compressor unit utilized exclusively for the respective Unit as is indicated on the Plat, that part of the Building containing the Unit that lies within the boundaries of the Unit as set forth in the Plat and which lie within the following boundaries (excluding, however, all spaces and improvements lying beneath the undecorated finished surfaces of any interior bearing walls or partitions, and further excluding all installations, pipes, ducts, wires, conduits, and other facilities running through any interior wall or partition for the furnishing of Utility Services to Units or Common Elements):

(a) **Upper and Lower Boundaries.** The upper and lower boundaries of a Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) **Upper Boundaries.** The upper boundary of all Units, except second floor Units, shall be the horizontal plane of the undecorated finished ceiling, including, if applicable, the slab over a patio, or balcony. The upper boundaries of all second floor Units shall be an artificial horizontal plane at the elevation shown in the Plat for such Units.

(2) **Lower Boundaries.** The lower boundary shall be the horizontal plane of the undecorated finished floor, including, if applicable, the floor slab of a patio, or balcony.

(b) **Perimetrical Boundaries.** The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior of the walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries and extended to and including the patio, or balcony, all as set forth in the Plat.

**3.6 Common Elements.** The Common Elements include all of the Property except the Units, as well as the various other items referred to in Section 2.7, *supra*, and include, but are not limited to, the following items as to which the Association shall have the powers indicated:

(a) **Automobile Parking Areas.** Automobile parking will be made available to Unit Owners so that the occupants of each Unit will be entitled to covered parking for one automobile. Parking areas will be initially assigned by Developer. However, the Association shall have the right to adopt Regulations assigning parking areas if it elects to do so.

(b) **Use; Charges.** The foregoing and all other Common Elements, except as otherwise provided herein, shall be available for use by all Unit Owners without discrimination. That use will be without charge.

(c) **Reserved Easements.** Anything herein to the contrary notwithstanding, it is specifically understood and agreed that nonexclusive easements for the purpose of affording vehicular, pedestrian, and utilities ingress, egress, and access for the benefit of residents of the Condominium or any other Condominiums or other residential developments which may

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be or are constructed on land adjacent to or in the vicinity of the Property are hereby reserved in those portions of the Common Elements which are or will be utilized for roadways and sidewalks. This shall not be construed as to give or create any right to park vehicles upon any portion of the Property other than as may be otherwise specifically provided for in this Declaration or by the Regulations.

4. THE UNITS. The Units of the Condominium are individual residences and are described more particularly, and the rights and obligations of Unit Owners are established as follows:

4.1 Unit Numbers. There are 6 Units in Buildings 15, 16, and 21, 8 Units in Buildings 18 and 20, 10 Units in Buildings 19 and 22, and 12 Units in Building 17. The Units are numbered from 1 to 66, inclusive.

4.2 Typical Unit Plans. There are 2 typical floor plans of Units, which are more particularly set forth on the Plat.

4.3 Appurtenances to Units. The owner of each Unit shall own a share and certain interests in the Property, which share and interests are appurtenant to his Unit, including but not limited to, the following items that are appurtenant to the several Units as indicated:

(a) Ownership of Common Elements and Common Surplus. The undivided share in the Common Elements and in the Common Surplus that is appurtenant to each Unit is as set forth in Exhibit A-3 attached hereto.

(b) Use of Common Elements. Use of the Common Elements in common with other Unit Owners. This use is in addition to and not in lieu of the various easement rights granted elsewhere herein.

(c) Association Membership and Voting. The membership of each Unit Owner in the Association and the interest of each Unit Owner in the funds and assets held by the Association. Each Unit shall be entitled to one vote at meetings of the Association in accordance with the provisions of the By-Laws.

4.4 Liability for Common Expenses. Each Unit Owner shall be liable for a proportionate share of the Common Expenses, that share being the same as the undivided share in the Common Elements appurtenant to his Unit, again as set forth in Exhibit A-3 attached hereto, but subject, however, to the limitation of Section 4.5, infra.

4.5 Guaranteed Maximum Assessments. Developer hereby guarantees all of the owners of Units other than Developer that the Assessment levied for Common Expenses with respect to Units will not exceed the dollar amounts set forth in Exhibit A-3 attached hereto for the period of time set forth in Exhibit A-3. Developer hereby obligates itself to pay to the Association any amount of Common Expenses incurred prior to June 30, 1986, and not produced by Assessments at the guaranteed levels as set forth in Exhibit A-3 which are receivable from other owners of Units. In consideration of Developer's obligations pursuant hereto, it is understood and agreed that notwithstanding anything in the Declaration to the contrary, Developer shall be excused from the payment of its share of the Common Expenses with respect to those Units owned by Developer prior to June 30, 1986, and Developer and the Units owned by Developer shall not be subject to Assessment as provided for in this Declaration prior to June 30, 1986. The

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terms and provisions of this Section 4.5 shall commence as of August 1, 1985, and shall cease and terminate and automatically become null and void on June 30, 1986.

#### 5. MAINTENANCE, ALTERATION, AND IMPROVEMENT.

Responsibility for the maintenance of the Property, and restrictions upon its alteration and improvement, shall be as follows:

##### 5.1 Units

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

(1) All portions of a Unit (except interior surfaces), if any, which contribute to the support of the Building, as well as any systems supplying Utilities Services to more than one Unit.

(2) Balconies (except the painting of floors) and patios.

(3) All incidental damage caused to a Unit by work performed by the Association under this Section 5.1(a) shall be repaired promptly at the expense of the Association.

(4) Provided, however, that the Association shall have the authority to require Unit Owners, at their expense, to maintain, repair, and replace awnings, screens, glass for windows, and glass doors within their respective Units except in the case of damage for which insurance proceeds are paid under policies purchased by the Association.

(b) By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

(1) To maintain, repair, and replace at his expense all portions of his Unit except the portions thereof to be maintained, repaired, and replaced by the Association and except for the portions thereof damaged by casualty for which insurance proceeds are paid under policies purchased by the Association. This shall be done without disturbing the rights of other Unit Owners.

(2) The portions of a Unit to be maintained, repaired and replaced by the Unit Owner at his expense shall include, but not be limited to the following items: air handling equipment for cooling and heating; service equipment, such as dishwasher, garbage disposal, refrigerator, oven, stove, and water heater, whether or not these items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; electrical panel box and all wiring controlled by the main disconnect of the panel box; door, window, and screen fittings and hardware; floor coverings except the floor slab; and inside paint and other inside wall finishes. Mechanical equipment and the installation of that equipment shall be such that its operation will not cause annoyance to the occupants of other Units.

(3) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the Building. Balconies and patios that are not closed against the weather shall be included in this restriction.

(4) To keep all floors in his Unit, except bathrooms, kitchens, entry foyers and balconies, covered

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with wall-to-wall carpeting, or with other floor covering that will not transmit sound.

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

(c) Alteration and Improvement. Except as elsewhere provided, neither a Unit Owner nor the Association shall make any alteration in the portions of a Unit that are to be maintained by the Association, or remove any portion of them, or make any additions to them, or do anything that would jeopardize the safety or soundness of the Building, or impair any easement, without first obtaining approval in writing of owners of all Units in which the work is to be done and the approval of the board of directors of the Association. If the alteration of or improvement to the Unit will change the appearance of any portion of the exterior of the Building, the change in appearance must be approved by the owners of 75% of the Units at a meeting of Unit Owners called for that purpose. A copy of plans for all of the proposed work, prepared by an architect licensed to practice in the State of Florida, shall be filed with the Association prior to the start of the work.

## 5.2 Common Elements.

(a) By the Association. The maintenance and operation of the Common Elements shall be the responsibility of the Association and the cost shall be a Common Expense. Similarly, the Association shall maintain, or contribute its share toward the maintenance of, all areas which it owns, or owns an interest in, which areas are used for recreational or other purposes.

(b) Alteration and Improvement. After the completion of the improvements included in the Common Elements contemplated by this Declaration, there shall be no alteration nor further improvement of the Common Elements or acquisition of additional Common Elements without prior approval in writing by the owners of not less than 75% of the Units, except as provided by the By-Laws. Any such alteration or improvement shall not interfere with the rights of any Unit Owners without their consent. The cost of the alteration, improvement, or acquisition shall not be assessed against any Institutional Lender that acquires its title to a Unit as the result of owning and holding a mortgage upon the Unit owned, unless that owner shall approve the alteration, improvement, or acquisition, and this shall be so whether title to the Unit is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any such cost not so assessed shall be assessed to the other Unit Owners in the shares that their shares in the Common Elements bear to each other. There shall be no change in the shares and rights of a Unit Owner in the Common Elements nor in his share of Common Expenses, whether or not the Unit Owner contributes to the cost of such alteration, improvement, or acquisition.

(c) Submission of Land to Condominium. Land acquired by the Association may be added to the Land. This may be done by an amendment to the Declaration that includes the description of the acquired land, submits that land to condominium under the terms of the Declaration, and states that the amendment conveys the land by the Association to the Unit Owners but without naming them. The amendment shall be executed by the Association and adopted by the Unit Owners in the manner elsewhere required for an amendment of the Declaration. Such an amendment, when recorded in the current public records of Pinellas County, Florida, shall divest the Association of title to the land and shall vest the title in

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the Unit Owners, without further conveyance, in the same respective undivided shares as the undivided shares in the Common Elements appurtenant to the Units owned by them.

(d) Disposition of Land. Any land acquired by the Association that is not submitted to condominium by amendment of the Declaration may be sold, mortgaged, or otherwise disposed of by the Association after approval in writing by the owners of not less than 75% of the Units. This approval shall be evidenced by a certificate stating that the approval was duly given, which certificate shall be executed by the officers of the Association with the same formalities required for a deed and delivered to a purchaser or mortgagee of the land.

(e) Disposition of Personal Property. Any personal property acquired by the Association may be sold, mortgaged, or otherwise disposed of by the Association.

6. ASSESSMENTS. The making and collection of Assessments against Unit Owners for Common Expenses shall be pursuant to the By-Laws and subject to the following provisions, in addition to the limitations of Section 4.5, supra.

6.1 Share of Common Expense. Each Unit Owner shall be liable for a proportionate share of the Common Expenses, and shall share in the Common Surplus, those shares being the same as the undivided share in the Common Elements appurtenant to the Unit owned by him, all as provided for in Exhibit A-3 attached hereto.

6.2 Interest; Application of Payments. The portions of Assessments and installments of Assessments that are not paid when due shall bear interest at the rate of 17-1/2% per annum from the date when due until paid, together with, or in lieu thereof, as the Association may elect, a late charge which shall be calculated in an amount reasonably necessary to reimburse the Association for the administrative expenses which it incurs incident to such. All payments upon account shall be applied first to late charges, if any, then to interest and then to the Assessment payment first due, and each and every Assessment payment due thereafter in chronological order.

6.3 Lien for Assessments. The lien for unpaid Assessments, including any late charges and interest, shall secure reasonable attorneys' fees, including but not limited to, appellate fees, incurred by the Association incident to the collection of an Assessment or enforcement of the lien. Said lien shall be effective only from and after recording of a claim of lien and shall be subject and subordinate to any mortgage recorded prior to the date of recording a claim of lien.

6.4 Mortgagees. Where a holder of a first mortgage on a Unit or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the first mortgage or as a result of a deed given in lieu of foreclosure, such acquirer of title, its successors, grantees, and assigns, shall not be liable for the share of Common Expenses pertaining to such Unit or chargeable to the former Unit Owner which became due prior to the acquisition of title to the Unit, unless such share is secured by a claim of lien that is recorded prior to the recording of the mortgage in question.

6.5 Rental Pending Foreclosure. In any foreclosure of a lien for Assessments, the owner of the Unit subject to the lien shall be required to pay a reasonable rental for the Unit,

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and the Association shall be entitled to the appointment of a receiver to collect the rent therefrom.

7. ASSOCIATION. The operation of the Condominium shall be by the Association, which shall fulfill its duties and functions pursuant to the following provisions:

7.1 Articles of Incorporation. The provisions of the Articles, a copy of which is attached hereto as Exhibit B and by this reference made a part hereof.

7.2 By-Laws. The provisions of the By-Laws, a copy of which is attached hereto as Exhibit C and by this reference made a part hereof.

7.3 Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Property, the Association shall not be liable to Unit Owners for injury or damage (other than the cost of such maintenance and repair) caused by any latent condition of the Property to be maintained and repaired by the Association, or caused by the elements or other Unit Owners or persons.

7.4 Roster of Unit Owners and Mortgagees.

(a) Owners of Units. The Association shall maintain a roster of names and mailing addresses of Unit Owners. The roster shall be maintained from evidence of ownership furnished to the Association from time to time and from changes of mailing addresses furnished from time to time. Each Unit Owner shall furnish to the Association a true copy of the record evidence of his title, which evidence shall entitle the Unit Owner to be included in the roster if his ownership has been approved by the Association in the manner elsewhere required, and provided, of course, that such approval is required.

(b) Mortgagees. The Association shall maintain a roster that shall contain the name and address of each owner and holder of a mortgage upon a Unit in the Condominium of which notice is given to the Association. This notice shall consist of a true copy of the recorded instrument evidencing the interest of the mortgagee, which term, when used in the Declaration, shall include any owner and holder of a mortgage. The mortgagee shall be stricken from the roster upon receipt by the Association of a request from the mortgagee or of a true copy of a recorded release or satisfaction of the mortgage. Notice of the removal shall be given to the mortgagee unless the removal is requested by the mortgagee, in which case no such notice shall be required or given.

7.5 Restraint upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated, have a security interest granted therein, or be transferred in any manner except as an appurtenance to his Unit.

7.6 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would be authorized to cast the vote of that owner if in an Association meeting, unless the joinder of record owners is specifically required by the Declaration.

8. INSURANCE. The insurance, other than title insurance, that shall be carried upon the Property and the

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property of the Unit Owners shall be governed by the following provisions:

**8.1 Purchase; Named Insured; Custody and Payment of Policies.**

(a) Purchase. All insurance policies upon the Condominium shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.

(b) Approval. Each insurance policy and the agency and company issuing the policy shall be subject to approval by the Institutional Lender exercising the rights thereto granted by the terms and conditions of Section 16, *infra*. The approval may be obtained by directing to the Institutional Lender having the right of approval a request in writing for approval or disapproval within 10 days after the receipt of the request; and, if a response from the Institutional Lender is not received within that 10 day period, the request shall be deemed to be approved. An approval shall not be unreasonably withheld or denied.

(c) Named Insured. The named insured shall be the Association individually and as agent for the owners of Units covered by the policy without naming them, and shall include mortgagees listed in the roster of mortgagees who hold mortgages upon Units covered by the policy whether or not the mortgagees are named. Unit Owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense.

(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 designated by the board of directors of the Association and approved by the Institutional Lender exercising the rights thereto granted by the terms and conditions of Section 16, *infra*, and all policies and endorsements to them shall be deposited with the insurance trustee.

(e) Copies to Mortgagees. One copy of each insurance policy and of all endorsements to it shall be furnished by the Association to each mortgagee included in the mortgage roster who holds mortgages upon Units covered by the policy. The copies shall be furnished not less than 10 days prior to the beginning of the term of the policy or not less than 10 days prior to the expiration of each preceding policy that is being renewed or replaced, whichever date shall first occur.

**8.2 Coverage.**

(a) Casualty. All Buildings and improvements upon the Land shall be insured in such amounts that the insured will not be a co-insurer except under deductible clauses required to obtain coverage at a reasonable cost. The coverage shall exclude foundation and excavation costs, that part of the value of each Unit occasioned by special improvements made by Unit Owners and not common to Units otherwise comparable in construction and finish, and all increase in value of Units occasioned by alterations, betterments, and further improvement by Unit Owners. All personal property included in the Common Elements shall be insured, subject to any exclusions or deductibles which the Association may determine, in its judgment, are in the best interests of the Association to accept. Values of insured property shall be determined annually by the board of directors of the Association which shall, at the same time, review the extent and nature of the

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insurance coverage. Insurance coverage shall afford protection against:

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

(2) Other Risks. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location, and use as the Buildings, including, but not limited to, insurance covering flooding, vandalism, and malicious mischief to the extent that such is available. The bailee liability, if any, of the Association to Unit Owners shall be insured.

The policies shall state whether the following items are included within the coverage in order that Unit Owners may insure themselves if the items are not insured by the Association: air handling equipment for cooling and heating; service equipment, such as dishwasher, garbage disposal, refrigerator, oven, stove, and water heater, whether or not those items are built-in equipment; and interior fixtures such as electrical and plumbing fixtures.

When appropriate and possible, without the imposition of an unreasonably excessive additional premium, the policies shall waive the insurer's right to

(i) subrogation against the Association and against the Unit Owners individually and as a group;

(ii) the pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

(iii) avoid liability for a loss that is caused by an act of the board of directors of the Association, or by a member of the board of directors of the Association, or by one or more Unit Owners.

(b) Public Liability. Public liability insurance in such amounts and with such coverage as shall be required by the board of directors of the Association from time to time, including but not limited to, hired automobile and nonowned automobile coverages, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

(c) Workmen's Compensation Policy. Adequate coverage to meet the requirements of law.

(d) Other Insurance. Such other insurance as the board of directors of the Association shall determine from time to time to be desirable.

(e) Excess Liability. In any legal action in which the Association, or its insurance carrier, may be exposed to liability in excess of the insurance coverage protecting it and the Unit Owners, the Association shall give notice of the potential exposure, within a reasonable time, to all Unit Owners who may be so exposed, together with any holders of mortgages on the Units, and they shall have the right to intervene and defend in any such action.

8.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium occasioned by or attributable to permissible use of a

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Unit for other than a residence, or misuse, occupancy, or abandonment of a Unit or its appurtenances or of the Common Elements by a Unit Owner shall be assessed against and paid by that Unit Owner. Not less than 10 days prior to the date when a premium is due, evidence of the payment shall be furnished by the Association to each mortgagee listed in the roster of mortgagees.

**8.4 Insurance Trustee; Shares of Proceeds.** All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners, and their respective mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to such bank in Florida with trust powers as may be designated as insurance trustee by the board of directors of the Association and as may be approved by the Institutional Lender exercising the rights thereto granted by the terms and provisions of Section 16, *infra*, which trustee is sometimes referred to in this Declaration as the Insurance Trustee. 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 and hold the insurance proceeds and other funds that are paid to it in trust for the purposes elsewhere stated in this Declaration and for the benefit of the Unit Owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) **Unit Owners** - An undivided share for each Unit Owner, that share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(b) **Mortgagees.** In the event a mortgagee endorsement to an insurance policy has been issued as to a Unit and this is deposited with the Insurance Trustee, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged Property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of proceeds made to the Unit Owner and mortgagees.

**8.5 Distribution of Proceeds.** Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the manner hereafter provided in Section 9, *infra*.

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

**8.7 Benefit of Mortgagee.** Certain provisions in this Section 8 are for the benefit of mortgagees of Units. All of these provisions are covenants for the benefit of any mortgagee of a Unit and may be enforced by that mortgagee.

#### **9. RECONSTRUCTION AND REPAIR AFTER CASUALTY.**

**9.1 Determination Whether to Reconstruct and Repair.** Whether or not Property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

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(a) Lesser Damage. If 50% or more of the Units are found by the board of directors of the Association to be tenantable after the casualty, the damaged Property shall be reconstructed and repaired.

(b) Major Damage. If 50% or more of the Units are found by the board of directors of the Association not to be tenantable after the casualty, whether the damaged Property will be reconstructed and repaired or the Condominium terminated shall be determined in the following manner:

(1) Immediately after the determination of the amount of insurance proceeds, the Association shall give notice to all Unit Owners and mortgagees of the casualty, the extent of the damage, the estimated cost to rebuild and repair, the amount of insurance proceeds available, and the estimated amount of Assessments required to pay the excess of the cost of reconstruction and repair over the amount of insurance proceeds available.

(2) The notice shall call a meeting of Unit Owners to be held within 30 days from the mailing of the notice.

(3) If the reconstruction and repair is approved at the meeting by the owners of 75% of the Units, the damaged Property will be reconstructed and repaired; but, if not so approved, the Condominium shall be terminated without agreement as elsewhere provided.

(4) The approval of a Unit Owner may be expressed by vote or in writing filed with the Association at or prior to the meeting.

(5) The expense of this determination shall be assessed against all Unit Owners as a Common Expense.

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president to determine whether or not the damaged Property is to be reconstructed and repaired.

9.2 Report of Damage. If any part of the Property shall be damaged and insurance proceeds or other funds are paid to the Insurance Trustee on account of the damage, a report of the damage shall be submitted by the Association to the Insurance Trustee. The report shall include the following information:

(a) Date and cause of damage.

(b) Whether the damaged Property will be reconstructed and repaired or the Condominium terminated.

(c) If applicable, the name and address of all mortgagees holding mortgages on any of the damaged Property, together with sufficient data to identify the mortgagees' interest in such damaged Property.

If the damaged Property shall be reconstructed and repaired, the report shall include the following additional information:

(a) Schedule of damage for which the Association has the responsibility for reconstruction and repair, and the estimated costs of such reconstruction and repair.

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(b) Whether any damaged Property for which the Association has the responsibility for reconstruction and repair includes any structural parts of a Building.

(c) Schedule of damage for which Unit Owners have the responsibility for reconstruction and repair and the estimated costs of each Unit Owner for such reconstruction and repair.

**9.3 Responsibility for Reconstruction and Repair.** The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the Property as provided in Section 5. supra.

**9.4 Plans and Specifications.** Any reconstruction and repair must be substantially in accordance with the Plans and Specifications; or, if not, then according to plans and specifications approved by the board of directors of the Association, and, if the damaged Property is a Building, by the owners of not less than 75% of the Units in the Building and their respective mortgagees, including the owners of all Units the Plans and Specifications for which are to be altered.

**9.5 Assessments; Determination of Sufficiency of Funds.**

(a) **Assessments.** If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during that work or upon completion of the work the funds available for the payment of the costs are insufficient, Assessments shall be made by the Association against all Unit Owners in sufficient amounts to provide funds for the payment of those costs. The Assessments shall be made as for a Common Expense, except that the cost of construction, reconstruction, and repair occasioned by special improvements made at the request of the owner and not common to other Units shall be assessed to the owner of the responsible Unit and are not deemed an Assessment.

(b) **Determination of Sufficiency of Funds.** If the estimated costs of reconstruction and repair for which the Association is responsible do not exceed \$10,000, the sufficiency of funds to pay the costs shall be determined by the board of directors of the Association and the sums paid upon the Assessments shall be held by the Association. If the estimated costs exceed \$10,000, the sufficiency of funds to pay the costs shall be determined by an architect qualified to practice in the State of Florida and employed by the Association to supervise the work, and the sums paid upon the Assessments shall be deposited by the Association with the Insurance Trustee.

**9.6 Disbursement of Funds.** The funds held by the Association or by the Insurance Trustee after a casualty, which will consist of the proceeds of insurance and possibly the sums collected from Assessments against Unit Owners on account of the casualty, shall be disbursed in the following manner and order:

(a) **Expense of the Trust.** All expenses of the Insurance Trustee shall be first paid or appropriate provision made for payment.

(b) **Termination of the Condominium.** If the Condominium is terminated, either by agreement after lesser damage or by failure of the Unit Owners to approve reconstruction and repair after major damage, the remaining funds shall be deemed to be a portion of the Property and shall

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be owned by the Unit Owners as tenants in common in the undivided shares in which they own the Common Elements prior to the termination. The balance of the funds shall be distributed to the beneficial owners upon demand of the Association in the amounts certified by the Association, remittances to Unit Owners and their mortgagees being made payable jointly to them.

(c) Reconstruction and Repair of Damage. If the damaged Property is reconstructed and repaired, the funds shall be disbursed in the following manner:

(1) By Association - Damages of \$10,000 or Less. If the estimated costs of reconstruction and repair that is the responsibility of the Association do not exceed \$10,000, the funds shall be disbursed in payment of these costs upon the order of the Association; provided, however, the funds shall be disbursed in the manner hereafter provided for the reconstruction and repair of damage of more than \$10,000 if the damaged Property includes structural parts of a Building, or if requested by a mortgagee that is a beneficiary of an insurance policy, the proceeds of which are included in the funds.

(2) By Association - Damages of More than \$10,000. If the estimated costs of reconstruction and repair that is the responsibility of the Association exceed \$10,000, the funds shall be disbursed in payment of these costs in the manner required by the board of directors of the Association; provided, however, that an architect qualified to practice in the State of Florida and employed by the Association to supervise the work shall approve all disbursements as being due and properly payable.

(3) By Unit Owners. If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of the Association, this balance shall be distributed to owners of damaged Units who have responsibility for reconstruction and repair of their Units. The distribution shall be in the shares that the estimated cost of reconstruction and repair of this damage in each damaged Unit bears to the total of these costs in all damaged Units; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs for reconstruction and repair for his Unit. If there is a mortgage upon a Unit, the distribution to which the Unit Owner is entitled shall be paid to the Unit Owner and the mortgagee jointly.

(4) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance remaining after payment of the costs for which the funds are collected, the balance shall be distributed to the beneficial owners of the funds, remittances to Unit Owners and their mortgagees being made payable jointly to them; provided, however, that the part of a distribution to a Unit Owner that is not in excess of Assessments paid by that owner into the funds shall not be made payable to any mortgagee.

(d) Reliance upon Certificates. Notwithstanding the provisions of the Declaration, the Insurance Trustee shall not be required to make a determination as to the existence of certain facts upon which the distribution of funds is conditioned. Instead, the Insurance Trustee may rely solely and without liability upon the certificate of the Association made by its president stating:

(1) Whether the damaged Property will be reconstructed and repaired or the Condominium terminated.

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(2) Whether or not payments upon Assessments against Unit Owners shall be deposited with the Insurance Trustee.

(3) That sums to be paid are due and properly payable, the name of the payee, and the amount to be paid.

(4) The names of Unit Owners to receive distribution of funds and the amounts to be distributed to them; provided, however, that when a mortgagee is required by the Declaration to be named as payee of a distribution to a Unit Owner, the Insurance Trustee also shall name the mortgagee as payee of any distribution of insurance proceeds to a Unit Owner, provided that the name of the appropriate mortgagee is also included in the certificate furnished by the Association.

(e) Proviso. Provided, however, that under the following circumstances the approval of the architect elsewhere required shall be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair,

(1) When the report of damage shows that the damaged Property includes structural parts of a Building.

(2) When the report of damage shows that the estimated costs of reconstruction and repair that is the responsibility of the Association exceed \$10,000.

(3) If required by the Association or by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the funds to be disbursed.

**9.7 Benefit of Mortgagees.** Certain provisions in this Section 9 are for the benefit of mortgagees of Units. All of these provisions are covenants for the benefit of any mortgagee of a Unit and may be enforced by the mortgagee.

**9.8 Adjustment of Amount.** The amount of \$10,000 stated in this section shall be adjusted on July 1, 1990, so that the adjusted amount will have the same purchasing power in the months of January, February, and March, 1990, as the amount applicable in the preceding year has in the months of January, February, and March, 1985; and this adjusted amount shall be further adjusted on July 1, 2000, and on July 1 of each 10th year thereafter so that the adjusted amount will have the same purchasing power in the months of January, February, and March in the year of the adjustment as the amount applicable in the preceding year has in the months of January, February, and March of the latest prior year, the number of which is divisible by 10. The purchasing power of the amount shall be measured by the average of the index numbers of retail commodity prices for the months indicated. The adjusted amount shall be computed by multiplying the amount applicable in the preceding year by the designated average of index numbers for the year of adjustment, and by dividing the result by the designated average of index numbers for the latest prior year, the number of which is divisible by 10, except that in the adjustment on July 1, 1990, the divisor shall be the designated average of index numbers for 1985. The index numbers to be employed are the index numbers of retail commodity prices designated "CONSUMER PRICE INDEX - U.S. CITY AVERAGE; ALL ITEMS" prepared by the Bureau of Labor Statistics of the U. S. Department of Labor, provided that the index in the controlling year and the index in the year of adjustment shall be constructed upon the same base. Any publication by either the U.S. Department of Labor or the U.S. Department of Commerce in

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which those index numbers are published shall be admissible in evidence in any legal or judicial proceeding involving the adjustment without further proof of authenticity. In the event the U.S. Department of Labor ceases to prepare and to publish those retail commodity index numbers, the adjustment of amounts thereafter shall be according to the most closely comparable commodity index designated by the U.S. Department of Labor; and if it is not designated by that department, then the most closely comparable index as determined by the board of directors of the Association.

#### 10. CONDEMNATION.

10.1 Deposit of Awards with Insurance Trustee. The taking of Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the board of directors of the Association, a special Assessment shall be made against a 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.

10.2 Determination of 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 a casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

10.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be Property and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of condemned Units will be made whole and the Property damaged by the taking will be made useable in the manner provided, *infra*. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty.

10.4 Unit Reduced but Tenatable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenatable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(a) Restoration of Unit. The Unit shall be made tenatable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the owner of the Unit.

(b) Distribution of Surplus. The balance of the award, if any, shall be distributed to the owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the owner and mortgagees.

(c) Adjustment of Shares and Liability for Common Expenses. If the floor area of the Unit is reduced by the taking, the number representing the Share and the liability for Common Expenses appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced

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by the taking, and then the Shares and liability for Common Expenses of all Unit Owners shall be restated as percentages of the total of the numbers representing their original Shares as reduced by the taking so as to reflect the necessary adjustment.

**10.5 Unit Made Untenantable.** If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the indicated order and the following changes shall be effected in the Condominium:

(a) **Payment of Award.** The market value of the Unit immediately prior to the taking shall be paid to the owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the owner and mortgagees.

(b) **Addition to Common Elements.** The remaining portion of the Unit, if any, shall become a part of the Common Elements and shall be placed in condition for 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 shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

(c) **Adjustment of Shares and Liability for Common Expenses.** The Shares and liability for Common Expenses appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements, Common Surplus, and the liability for the Common Expenses among the reduced number of Unit Owners. This shall be done by restating the Shares and liability for Common Expenses of continuing Unit Owners as percentages of the total of the numbers representing the Shares of these owners as they exist prior to the adjustment so as to reflect the necessary adjustment.

(d) **Assessments.** If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit to the owner and to recondition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those 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 Shares of those owners after the changes effected by the taking.

(e) **Arbitration.** If the market value of a 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 by either party, the 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 Arbitration Association who shall base their determination upon an average of their appraisals of the Unit, and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Unit Owners as a Common Expense in proportion to the Shares of the owners as they exist prior to the changes effected by the taking.

**10.6 Taking of Common Elements.** Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the board of directors of the Association; provided, that if the

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cost of the 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 further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares after adjustment of these Shares on account of the condemnation, if any such adjustment is required pursuant to Section 10.4 and Section 10.5, *supra*. If there is a mortgagee of a Unit, the distribution shall be paid jointly to the owner and mortgagee of the Unit.

**10.7 Amendment of Declaration.** The changes in Units, in the Common Elements and in the ownership of the Common Elements that are effected by condemnation shall be evidenced by an amendment of the Declaration that need be approved only by a majority of all of the directors of the Association.

**11. USE RESTRICTIONS.** The use of the Property shall be in accordance with the following provisions as long as the Condominium exists and the Buildings in useful condition exist upon the Land.

**11.1 Units.** Each of the Units shall be occupied only as a private residence and for no other purpose. No Unit may be occupied by more than 6 persons. The occupancy maximum for any Unit may be waived by the board of directors of the Association under special circumstances, provided that such a waiver shall cease and terminate upon the cessation of the special circumstances.

**11.2 Common Elements.** The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units by their residents.

**11.3 Nuisances.** No nuisances shall be allowed upon the Property, nor any use or practice that is the source of annoyance to residents of the Condominium or which interferes with the peaceful possession and proper use of the Property by its residents. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor any fire hazard be allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Property above that required when the Unit is used for the approved purposes, or that will cause any such insurance to be cancelled or threatened to be cancelled, except with the prior written consent of the Association.

**11.4 Lawful Use.** No immoral, improper, offensive, or unlawful use shall be made of the Property, nor any part of it, and all valid laws, zoning ordinances, requirements, rules, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification, or repair of the Property shall be the same as the responsibility for the maintenance and repair of the Property concerned.

**11.5 Uniform Design.** All Units shall be and remain of like exterior design, shape, color, and appearance as other Units of the same class or type.

**11.6 Pets.** Pets shall not be permitted, except that small household pets (less than 25 pounds) may be permitted subject to the Regulations.

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**11.7 Corporate Ownership of Units.** Corporate owners shall only permit the use of their Unit by their principal officers or directors or other guests, provided, however, that such corporate owner shall sign and deliver to the Association a written statement designating the name of the party or parties entitled to use such Unit, and including provisions in favor of the Association, whereby such party or parties agree to comply with the terms and provisions of the Declaration and of the Regulations, and acknowledge that the party's or parties' right to use such Unit shall be existent only so long as the corporation shall continue to be a member of the Association. Upon demand by the Association to any corporate owner to remove any party given permission to use a Unit owned by such corporate owner for failure of such user to comply with the terms and provisions of the Declaration and/or of the Regulations, or for any other reason, the corporate owner shall forthwith cause such user to be removed, failing which, the Association, as agent of the owner, may take such action as it may deem appropriate to accomplish the removal of such user, and all such action by the Association shall be at the cost and expense of the owner who shall reimburse the Association therefor upon demand, together with such attorneys' fees as the Association may have incurred incident thereto.

**11.8 Maintenance.** Each Unit Owner, lessee, or occupant shall, at all times, maintain the Unit pursuant to the Declaration and the Regulations.

**11.9 Antennas, etc.** Without the prior permission of the Association, no wires, TV antennas, air conditioners, aeriels, or structures of any sort shall be erected, constructed, or maintained on the exterior of the Unit, or of the Building, except for those structures that form a part of the original Unit or the original Building.

**11.10 Clothes Lines, etc.** Subject to the provisions of the applicable law, no clothes lines, hangers, or drying facilities shall be permitted or maintained on the exterior of any Unit or in or on any part of the Common Elements, except by the Association, and no clothes, rugs, draperies, spreads, or household articles or goods of any sort shall be dried, aired, beaten, cleaned, or dusted by hanging or extending the same from any window or door. Barbecue grills or similar portable cooking devices shall not be stored on balconies or patios.

**11.11 Electrical Interference.** No electrical machinery or apparatus of any sort shall be used or maintained in any Unit which causes interference with the television or radio reception in other Units.

**11.12 Signs And Drapes.** No signs of any type shall be maintained, kept, or permitted on any part of the Common Elements or in or on any Unit where the same may be viewed from the Common Elements, or adjacent property including roadways, except for signs of Developer, or signs specifically approved by the board of directors of the Association for Association purposes. All Unit windows shall be equipped with drapes or blinds.

**11.13 Vehicular Restrictions.** Parking shall be limited to passenger vehicles, pick-up trucks, and recreational vehicles with no commercial markings, which shall only be parked in the areas of the Common Elements so designated for parking. Specifically prohibited from parking in such areas are any and all trailers, any and all trucks (excluding pick-up trucks), buses, boats, or other type vehicles or equipment which shall be parked only in those areas of the Common Elements as shall be specifically designated by the Association. In no event shall any commercial vehicles be

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allowed to so park in the Common Elements, except on a temporary basis while delivering goods to the Units or providing temporary service to or for the Unit at the request of a Unit Owner. Bicycles and tricycles may be kept and stored only within Units (but not on patios or balconies) or within any area of the Common Elements as might be designated for such purpose.

11.14 Leasing. After approval by the Association, as provided for herein, entire Units may be leased.

11.15 Occupancy. Occupancy of Units shall be in accordance with the terms and conditions of the Declaration, including, but not limited to, the terms and provisions of Sections 11.7 and 11.14, supra, and Section 12, infra.

11.16 Regulations. Reasonable rules and regulations concerning the appearance and use of the Condominium may be made and amended from time to time by the Association in the manner provided by its Articles and By-Laws. Copies of the Regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request.

11.17 Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the Units, neither the Unit Owners nor the Association nor the use of the Condominium shall interfere with the completion of the contemplated improvements and the sale of the Units. Developer may make such use of the unsold Units and Common Elements without charge as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of the Property, the display of signs, and the rental or leasing of Units on any basis.

11.18 Berms. Any berms which might be constructed by Developer, being an integral part of the Land, shall be kept and maintained in their existing condition and appearance and in no event shall they be removed, reduced, added to, or in any manner altered without the consent of Developer.

12. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer of Units by any owner other than Developer, shall be subject to the following provisions as long as the Condominium exists and the Buildings in useful condition exist upon the Land, which provisions each Unit Owner covenants and agrees to observe:

12.1 Transfers Subject to Approval.

(a) Sale. No Unit Owner or lessee of a Unit may dispose of a Unit or any interest in a Unit by sale or assignment without approval of the Association, except to the owner of another Unit.

(b) Lease. No Unit Owner or lessee of a Unit may dispose of a Unit or any interest in a Unit by a Lease for a period of time or term in excess of 90 days, without approval of the Association, except to the owner of another Unit.

(c) Gift. If any Unit Owner shall acquire his title by gift, the continuance of his ownership of his Unit shall be subject to the approval of the Association.

(d) Devise or Inheritance. If any Unit Owner shall acquire his title by devise or inheritance, the

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continuance of his ownership of his Unit shall be subject to the approval of the Association.

(e) Other Transfers. If any Unit Owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his Unit shall be subject to the approval of the Association.

12.2 Approval by Association. The approval of the Association that is required for the transfer of ownership of Units shall be obtained in the following manner:

(a) Notice to Association.

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

(2) Lease. A Unit Owner, intending to make a bona fide lease of a Unit or any interest in it for over 90 days, shall give to the Association notice of that intention, the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease. The notice, at the Unit Owner's option, may include a demand by the Unit Owner that the Association furnish a lessee of the Unit if the proposed lease is not approved.

(3) Gift, Devise or Inheritance; Other Transfers. A Unit Owner intending to make a gift of a Unit or any interest in a Unit, and a Unit Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously approved by the Association, shall give to the Association notice of the proposed gift or of the acquiring of title, together with such information concerning the transferee as the Association may reasonably require, and a certified copy of the instrument evidencing the transferee's title.

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

(5) Costs. A Unit Owner who is required to give notice to the Association of a transfer of ownership shall pay a reasonable fee to the Association in an amount determined by the Regulations, but not to exceed \$50.00, to cover the costs incident to the determination by the Association. The fee shall be paid with the giving of the notice and the notice shall not be complete unless the fee is paid. If the notice is not given, the fee shall be assessed against the party owning the Unit at the time of the assessment.

(b) Certificate of Approval.

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(1) Sale. If the proposed transaction is a sale, then within 10 days after receipt of the notice and other required information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president of the Association in recordable form. The certificate shall be recorded in the public records of Pinellas County, Florida, at the expense of the purchaser.

(2) Lease. If the proposed transaction is a lease for a period of time or term in excess of 90 days, then within 10 days after receipt of the notice and other required information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president of the Association in recordable form, which, at the election of the Association, shall be delivered to the lessee or shall be recorded in the public records of Pinellas County, Florida, at the expense of the lessee. Any such approved lease must be in writing, must provide that the Unit may not be sublet or the lessee's interest therein assigned without the prior approval of the Association, shall provide that the lessee thereunder shall comply with all of the applicable terms and conditions of the Declaration and the Regulations, and shall expressly provide that should the lessee fail to comply with such covenants (which covenants expressly shall state that they are for the benefit of the Association), then the Association shall have the right to cancel and terminate such lease without any obligation by the Association to the Unit Owner, and in such action, the Association shall be deemed to be the agent and attorney-in-fact for the Unit Owner, fully authorized and empowered to take any and all steps as may be reasonably necessary in order to effect the cancellation and termination of such lease.

(3) Gift, Devise or Inheritance; Other Transfers. If the notice is of an intended gift or the Unit Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner not previously approved by the Association, then within 30 days after receipt of the notice and other required information, the Association must either approve or disapprove the donee or the continuance of the Transferee's ownership of his Unit. If approved, the approval shall be stated in a certificate executed by the president of the Association in recordable form. The certificate shall be recorded in the public records of Pinellas County, Florida, at the expense of the Unit Owner.

**12.3 Disapproval by the Association.** If the Association shall disapprove a sale, lease, transfer or ownership of a Unit, the matter shall be treated in the following manner:

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, then within 10 days after receipt of the notice and other required information, the Association shall deliver or mail by certified mail to the Unit Owner an agreement signed by a purchaser approved by the Association or by the Association itself and obligating the purchaser thereunder to buy the Unit upon the terms hereafter stated. The seller shall be obligated to sell the Unit to the purchaser upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid for the Unit shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be

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two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash or upon terms approved by the seller.

(3) The sale shall be closed within 30 days after the delivery or mailing of the agreement to purchase, or within 10 days after the determination of the sales price if it is by arbitration, whichever is the later.

(4) A certificate of the Association executed by its president and approving the purchaser shall be recorded in the public records of Pinellas County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser upon the demand of the Unit Owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided. The certificate shall be recorded in the public records of Pinellas County, Florida, at the expense of the purchaser.

(b) Lease. If the proposed transaction is a lease for a period of time or term in excess of 90 days, and if the notice of lease given by the Unit Owner shall so demand, then within 10 days after receipt of the notice and other required information, the Association shall deliver or mail by certified mail to the Unit Owner an agreement signed by a lessee approved by the Association or by the Association itself and obligating the lessee thereunder to lease the Unit upon the terms hereafter stated. The Unit Owner shall be obligated to lease the Unit to the lessee upon the following terms:

(1) At the option of the lessee to be stated in the agreement to lease, the rent to be paid for the Unit shall be that stated in the disapproved lease or shall be the fair rental value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the fair rental value of the Unit; and a judgment of specific performance of the lease upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the lessee.

(2) At the option of the lessee to be stated in the agreement to lease, the terms and conditions (other than the rent) of the lease shall be those stated in the disapproved lease or shall be those (not otherwise agreed upon by the Unit Owner and the lessee) determined as being fair and equitable by arbitrators in accordance with the terms and provisions of Section 12.3(b)(1), *supra*, which decision may be enforced in the same fashion and the expense of which arbitration shall be paid by the lessee.

(3) The lease shall be executed within 30 days after the delivery or mailing of the agreement to lease

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or within 10 days after the determination of rent, if it is by arbitration, whichever is the later.

(4) A certificate of the Association executed by its president and approving the lessee shall be recorded in the public records of Pinellas County, Florida, at the expense of the lessee.

(5) If the Association shall fail to provide a lessee upon the demand of the Unit Owner in the manner provided, or if a lessee furnished by the Association shall default in his agreement to lease, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided. The certificate shall be recorded in the public records of Pinellas County, Florida, at the expense of the lessee.

(c) Gift, Devise or Inheritance; Other Transfers. If the notice is of a proposed gift, the Unit Owner shall be advised in writing of the disapproval and the gift shall not be made. Any attempted gift to a party who is not approved by the Association shall be void. If the Unit Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within 10 days after receipt from the Unit Owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the Unit Owner an agreement signed by a purchaser approved by the Association and obligating the purchaser to buy the Unit upon the terms hereafter stated. The seller shall be obligated to sell the Unit to the purchaser upon the following terms:

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

(2) The purchase price shall be paid in cash or upon terms approved by the seller.

(3) The sale shall be closed within 10 days following the determination of the sale price.

(4) A certificate of the Association executed by its president and approving the purchaser shall be recorded in the public records of Pinellas County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the ownership shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided. The certificate shall be recorded in the public records of Pinellas County, Florida, at the expense of the Unit Owner.

12.4 Mortgage. No Unit Owner may mortgage a Unit nor any interest in it without the approval of the Association,

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except to an Institutional Lender or to a vendor, to secure a portion or all of the purchase price. The approval of any other mortgages may be upon conditions determined by the Association or may be arbitrarily withheld.

12.5 Exceptions. The foregoing provisions of this Section 12 shall not apply to:

(a) a transfer to or purchase by an Institutional Lender that acquires its title as the result of owning a mortgage upon the Unit concerned, whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings;

(b) a transfer, sale, or lease by an Institutional Lender that so acquires its title;

(c) a transfer to a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding that is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale, or tax sale;

(d) a mortgage or transfer to or a purchase or other acquisition by Developer;

(e) a sale, lease, mortgage, or other transfer by Developer.

(f) a gift, devise, or inheritance within an immediate family.

12.6 Unauthorized Transactions. Any gift, devise, other transfer, sale, mortgage, lease, or assignment of lease that is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

13. COMPLIANCE AND DEFAULT. Each Unit Owner and the Association shall be governed by and shall comply with the terms of the Declaration, the Articles, the By-Laws, and the Regulations, all as may be amended from time to time. The Association and Unit Owners shall be entitled to the following relief in addition to the remedies provided by the Act:

13.1 Negligence. A 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 that that expense is not met by the proceeds of insurance carried by the Association.

13.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, the Declaration, the Articles, the By-Laws, or the Regulations, all as may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court, including appellate attorneys' fees.

13.3 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction, or other provision of the Act, the Declaration, the Articles, the By-Laws, or the Regulations shall not constitute a waiver of the right to do so thereafter.

14. AMENDMENTS. Except as elsewhere provided, the Declaration may be amended in the following manner:

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

14.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed by either the board of directors of the Association or by the members at a meeting called for this purpose. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that the approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be either by:

(a) Not less than 75% of the entire membership of the board of directors of the Association and by not less than 75% of the votes of the entire membership of the Association; or

(b) Not less than 80% of the votes of the entire membership of the Association; or

(c) Not less than 50% of the entire membership of the board of directors of the Association in the case of amendments that are only for one or more of the following purposes:

(1) To correct misstatements of fact in the Declaration and its exhibits, including, but not limited to, the correction of errors in the legal description of Land or in the Plat. If the amendment is to correct the Declaration so that the total of the undivided shares of Unit Owners in either the Common Elements, Common Surplus, or Common Expenses shall equal 100%, or that a Unit has not been assigned an appropriate undivided share in the Common Elements, the owners of the Units and the owners of mortgages on the Units for which modifications in the shares are being made also shall approve the amendment.

(2) To change the boundaries between Units in the manner elsewhere stated, provided that the amendment is signed and acknowledged by the owners and mortgagees of the Units concerned.

(3) To adopt amendments of Section 8, *supra*, that are reasonably required by insurers or mortgagees of the Property; or

(d) Until the members are entitled to elect a majority of the directors, by the entire membership of the board of directors of the Association; provided the amendment does not increase the number of Units allowed by the Declaration nor encroach upon the boundaries of the Common Elements.

14.3 Developer's Right. Anything herein to the contrary notwithstanding, Developer shall have the right, pursuant to the applicable provisions of the Act, to amend the Declaration to attach Certificates reflecting substantial completion of Units without the necessity of any other action.

14.4 Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units, unless the Unit Owners so affected shall consent; and no amendment shall change any Unit nor decrease the share in the Common Elements appurtenant to it, nor increase the owner's share of the Common Expenses, unless the record owner of the Unit concerned and all record owners of mortgages on that Unit shall join in the execution of the amendment. Provided further, however, that neither shall an

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amendment make any changes to Sections 8, 9, and 10, *supra*, and to Section 16, *infra*, unless the record owners of all mortgages upon the Condominium shall join in the execution of the amendment and provided further, that no amendment shall affect the various rights of Developer reserved herein without Developer's consent.

**14.5 Execution and Recording.** An amendment adopted in any manner shall be evidenced by attaching a copy of the amendment to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities required of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of Pinellas County, Florida. If the amendment is to correct the Declaration so that the total of the undivided shares of Unit Owners in either the Common Elements, Common Surplus, or Common Expenses shall equal 100%, or so as to assign an appropriate undivided share in the Common Elements to a Unit, the owners of the Units and the owners of mortgages on the Units for which modifications in the shares are being made also shall execute the certificate.

**15. TERMINATION.** The Condominium may be terminated in the following ways, in addition to the manner provided by the Act:

**15.1 Destruction.** If it is determined in the manner elsewhere provided that the Buildings shall not be reconstructed because of major damage, the Condominium plan of ownership will be terminated thereby automatically and without agreement.

**15.2 Agreement.** The Condominium may be terminated by approval in writing by all record owners of Units and all record owners of mortgages on Units.

**15.3 Approval and Options to Purchase.** If the proposed termination is submitted to a meeting of the members of the Association and the notice of the meeting gives notice of the proposed termination, and if approvals by owners of not less than 75% of the Units and by the record owners of all mortgages upon the approving Units are obtained in writing not later than 30 days after the date of that meeting, then the approving Unit Owners shall have an option to buy all of the Units of the other Unit Owners for the period ending on the 60th day after the date of that meeting. Approvals of the termination shall be irrevocable until the expiration of the option and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

(a) **Exercise of Option.** The option granted herein shall be exercised in the following manner:

(1) A party desiring to exercise the option granted herein shall execute and deliver to the Association two counterparts of an agreement in a form supplied by the Association, agreeing to purchase the Units desired by him upon the terms hereafter stated. Any such agreement accepted and signed by the seller may be conditioned upon the termination of the Condominium. If the agreement is not signed by the seller, it shall be deemed to be and remain an offer to purchase. If more than one offer is made for the purchase of the same Unit, the Unit will be sold under the first offer received by the Association, which offer shall be irrevocable and shall constitute an agreement to purchase conditioned upon the exercise of the option to purchase all of the Units, and the termination of the Condominium.

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(2) The option granted herein shall be deemed to be exercised if the Association receives within the time stated contracts or offers for the purchase of all of the Units owned by the Unit Owners who do not approve the termination.

(3) The exercise of the option granted herein shall be evidenced by the certificate of the Association executed by its president stating that all of the Units owned by the Unit Owners who do not approve the termination have been purchased and identifying the purchasers and the Units purchased by them. A copy of the certificate shall be delivered or mailed by certified mail, return receipt requested, to each record owner of the Units being purchased, together with an executed counterpart of the agreement or offer to purchase each Unit owned by the person receiving the certificate.

(b) Price. The sale price of a Unit sold under an agreement signed by the seller shall be the price stated in the agreement. The sale price of a Unit sold under an offer to purchase shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of the agreement to the seller. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(c) Payment. The purchase price shall be paid in cash or upon terms approved by the seller and the Association.

(d) Closing. The sale shall be closed within 10 days following the determination of the sale price or within 60 days after the exercise of the option, whichever shall last occur.

(e) Termination. The closing of the purchase of all of the Units subject to the option granted herein shall effect a termination of the Condominium without further act, except the filing of the certificate hereafter required.

(f) Failure to Purchase. If the option to purchase all of the Units owned by Unit Owners who do not approve the termination of the Condominium is not exercised, and if all of the sales under the option are not closed within a reasonable time after the closing date provided above, the proposed termination of the Condominium shall fail. The failure shall be evidenced by a certificate of the Association and thereafter, the offers and agreements to purchase under this provision that have not resulted in closed sales shall be deemed to be null and void.

15.4 Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its president, certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Pinellas County, Florida.

15.5 Shares of Owners after Termination. After termination of the Condominium, Unit Owners shall own the

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Property and all assets of the Association as tenants in common in undivided shares and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit Owners. The respective undivided shares of the Unit Owners shall be the same as the undivided shares of the Common Elements appurtenant to the owners' Units prior to the termination.

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

16. ADDITIONAL RIGHTS OF INSTITUTIONAL LENDERS. In addition to the various other rights herein set forth, so long as any Institutional Lender or Institutional Lenders shall hold any mortgage upon any Unit or Units, or shall be the owner of any Unit or Units, such Institutional Lender or Institutional Lenders shall have the following additional rights, to wit:

16.1 Approval of Insurance Coverage. To grant the approvals of insurance policies, agents, and companies granted by Section 8.1(b), supra.

16.2 Approval of Insurance Trustee. To approve the Insurance Trustee.

16.3 Copies of Audit. To be furnished with a copy of the audit of the Association, as required by the By-Laws.

16.4 Notice of Meetings. To be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to the Declaration, or the Articles and By-Laws, which notice shall state the nature of the amendment being proposed.

16.5 Notice of Default. To be given notice of default by any Unit Owner owning any Unit encumbered by a mortgage held by any Institutional Lender or Institutional Lenders.

16.6 Requiring Escrow. At their option, to cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay the premium or premiums due from time to time on the insurance policy or policies which the Association is required to keep in existence, it being understood that the Association shall deposit in an escrow depository satisfactory to such Institutional Lender or Institutional Lenders a monthly sum equal to one-twelfth (1/12th) of the annual amount of such insurance expense, and to contribute such other sum as may be required therefor to the end that there shall be on deposit in said escrow account at least one month prior to the due date for payment of such premium or premiums, a sum which will be sufficient to make full payment therefor. The Insurance Trustee shall be the escrow depository for purposes hereof or the board of directors of the Association may designate any Institutional Lender interested in the Condominium to act in such capacity.

Whenever any Institutional Lender or Institutional Lenders desire the provisions of this section to be applicable to it, it shall serve written notice of such fact upon the Association by certified mail addressed to the Association, identifying the Unit or Units upon which any such Institutional Lender or Institutional Lenders hold any mortgage or mortgages, or identifying any Units owned by them, or any of them, together with sufficient pertinent facts to identify any mortgage or mortgages which may be held by it or them and which notice shall designate the place to which notices are to be

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given by the Association to such Institutional Lender or Institutional Lenders.

In the event that The Mutual Benefit Life Insurance Company, a New Jersey corporation (hereinafter sometimes referred to as "Mutual Benefit") shall hold any mortgage upon a Unit or Units or shall be the owner of any Unit or Units, then shall exercise the rights reserved in Section 16 unto Institutional Lenders. At such time as does not hold a mortgage on any Unit or is not the owner of any Unit, then the Association shall have the right to designate the Institutional Lender who shall exercise the rights above described or manner of exercising said rights; provided that said Institutional Lender so designated shall be an Institutional Lender who holds a mortgage on any Unit or is the owner of any Unit, so long as any Institutional Lender is the holder of any such mortgage or owner of any Unit. Whenever there does not exist an Institutional Lender who holds a mortgage on any Unit or is the owner of any Unit, then, until any Institutional Lender shall acquire any said mortgage on or ownership of any Unit, the rights reserved unto Institutional Lenders shall be exercised solely by the board of directors of the Association. The exercise of rights reserved unto Institutional Lenders by the Institutional Lender designated to act for all others shall be controlling and binding upon all Institutional Lenders. Within 10 days after request of any Institutional Lender to the Association for the name of the Institutional Lender who is exercising the rights hereunder reserved to all Institutional Lenders, the Association shall provide such inquiring Institutional Lender with the name and address of the Institutional Lender exercising said rights.

17. COMMUNITY ASSOCIATION. Each Unit Owner will be a regular member of the Community Association. The Community Association will be charged with the duty of maintaining all community type facilities (such as gates, security services, parkways, street lights, main thoroughfares, through streets, project signs not directly relating to marketing, walls, entrance facilities, guard houses, lakes, etc.) which are utilized by or which benefit all residents of the entire East Lake Woodlands and The Woodlands On East Lake Road communities, including the Condominium (the "Community"). The Community Association will assess each associate member (i.e., each association which was existing as of June 1, 1983) and each regular member (i.e., each Unit Owner in certain other and all future developments within the Community) its pro rata share of the cost of maintaining the Community facilities on an annual basis (based upon the total number of Units within the Community Association plus Units actually or contemplated to be under construction during that year, plus a usage factor reflecting the estimated usage of such Community facilities by non-Unit Owners, such as employees or country club members) with Developer being assessed for all Units under construction and for the usage factor. Developer further has reserved the right to contribute additional funds toward the cost of operating the Community Association if it feels such would be appropriate. Each Unit Owner's assessment for such shall be included within the Assessment.

18. ADDITIONAL SECTIONS. It is contemplated that there may be additional sections of St. Andrews Condominiums created by Developer from time to time on lands adjacent to or near the Condominium, all of which sections may be operated and managed in conjunction with this Condominium through the Association. The creation of any such further sections will not merge the Common Elements of this Condominium with the Common Elements of any other sections. Each such section will be and remain a separate Condominium under the Act; but may be operated and managed as aforesaid through the Association in

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conjunction with other sections of St. Andrews Condominiums, collectively, so that there will be common control, unity of policy, procedure, management, and purpose among all sections of St. Andrews Condominiums and the owners of Units and their successors and assigns of Units in the Condominium acknowledge and agree to the foregoing.

19. RECREATIONAL PARCEL. It is specifically understood and agreed that following the recording of the Declaration, the Developer shall convey and deed to the Association a parcel of land adjacent to the Property, on which shall be located certain recreational facilities. Said conveyance shall be made subject to any and all covenants, restrictions, easements, and encumbrances of record, if any. It is intended that said Parcel shall be owned and operated by the Association for the use and benefit of Unit Owners in the Condominium, as well as Unit Owners in any additional section or sections of St. Andrews Condominiums, and that the use and operation of said Parcel and any and all improvements and facilities located thereon shall be governed and controlled by the Regulations, with said Parcel being treated as Common Elements in accordance with the provisions of Section 3.6, supra, provided that the requirements of Section 5.2(c), supra, are complied with.

20. LIENS.

20.1 Protection of Property. All liens against any Unit, other than permitted mortgages, taxes, or special assessments, will be satisfied or otherwise removed within 30 days from the date the lien attaches. All taxes and special assessments upon a Unit shall be paid before becoming delinquent.

20.2 Notice of Lien. A Unit Owner shall give notice to the Association of every lien upon his Unit, other than permitted mortgages, taxes, and special assessments, within five days after the attaching of the lien.

20.3 Notice of Suit. A Unit Owner shall give notice to the Association of every suit or other proceeding which will or may affect the title to his Unit or any other part of the Property, such notice to be given within five days after the Unit Owner receives notice thereof.

21. CONTROL RIGHT OF DEVELOPER. Developer hereby reserves unto itself, its successors and assigns, the right to manage all of the affairs of the Association, including naming all directors and officers of the Association as set forth in the By-Laws. Until Developer's exclusive right to manage the affairs of the Association and the Condominium has terminated, Developer shall have the sole and exclusive right to take all actions and do all things in behalf of the Association for the maintenance and operation of the Property, the determination, levy, and collection of assessments, the enactment and enforcement of regulations respecting the use of the Property, and payment of all Common Expenses.

22. MISCELLANEOUS. The following miscellaneous provisions shall be applicable:

22.1 Covenants Running with the Land. All provisions of the Condominium Documents shall be construed to be covenants running with the Property and with every part thereof and interest therein, including, but not limited to, every Unit and the appurtenances thereto, and every Unit Owner and claimant of the Property or any part thereof or interest therein, and his heirs, executors, administrators, personal representatives,

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1000 RIVERSIDE AVENUE  
JACKSONVILLE, FL 32204



successors, and assigns shall be bound by all of the provisions of the Condominium Documents.

**22.2 Rights of Developer Assignable.** All rights in favor of Developer reserved in the Condominium Documents are freely transferable and assignable, in whole or in part, by Developer and may be freely exercised or enforced by the assignee, transferee, or successor in interest of Developer, including, but not limited to, the purchaser of Developer's interest at a foreclosure sale, or the entity into which Developer may be merged.

**22.3 Disqualification.** Developer, as a member of the Association, shall not be required to disqualify itself in any vote which may come before the membership of the Association upon any contract or other agreement between the Association and any other entity in which Developer may have a pecuniary or other interest.

**22.4 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 the Declaration, the Articles, the By-Laws, and the Regulations shall not affect the validity of the remaining portions.

**22.5 Notice.** Unless otherwise specifically provided for herein, all notices referred to or required herein must be given in writing by certified mail. Such notices shall be deemed given for purposes hereof when postmarked and when addressed as follows:

(a) As to Unit Owners and Holders of Mortgages on Units (including Institutional Lenders). To the address reflected on the rosters and other records maintained by the Association.

(b) As to the Association. To the office maintained at the Condominium.

**22.6 Paragraph Readings.** The paragraph headings contained in the Declaration are for reference purposes only and shall not in any way affect the meaning, content, or interpretation hereof.

**22.7 Time of Essence.** Time is of the essence of the Declaration.

**22.8 Construction.**

(a) The provisions of the Declaration shall be liberally construed so as to effectuate its purpose of creating a uniform plan of Condominium ownership.

(b) The Declaration shall be construed under the laws of the State of Florida, regardless of where it may have been executed or delivered.

(c) Whenever the context requires or permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, East Lake Woodlands, Ltd., a Florida limited partnership, has caused this Declaration Of Condominium to be executed, the day and year first above written.

LAW OFFICE  
WILLIAM F. UHAR, P.L.A.  
SUITE 600  
600 BERNARD AVENUE  
JACKSONVILLE, FL 32206

Signed and sealed in  
our presence:

[Signature]  
John W. [Signature]  
As to Allan R. Rutberg

EAST LAKE WOODLANDS, LTD., a  
Florida limited partnership  
By [Signature]  
Allan R. Rutberg, as one of the  
three General Partners

By MUBEN REALTY COMPANY, a New  
Jersey corporation, as one of the  
three General Partners

[Signature]  
John W. [Signature]  
As to Muben Realty Company

By [Signature]  
As its Vice President  
(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this  
26th day of JULY, 1985, by Allan R. Rutberg, one of the  
three General Partners of East Lake Woodlands, Ltd., a Florida  
limited partnership, on behalf of the Partnership.

Thomas A. Shippins  
Notary Public, State And County  
Aforesaid. My Commission Expires:  
November 19, 1985

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this  
26th day of JULY, 1985, by A. GEORGE MUBEN  
as Vice President of Muben Realty Company, a New Jersey  
corporation, and one of the three General Partners of East Lake  
Woodlands, Ltd., a Florida limited partnership, on behalf of  
the Corporation and of the Partnership.

Thomas A. Shippins  
Notary Public, State And County  
Aforesaid. My Commission Expires:  
November 19, 1985

STA2/dmh  
(Rev. 4/16/85)

LAW OFFICE  
WILLIAM J. DEAN, P.A.  
SUITE 202  
1000 WINDYBROOK AVENUE  
JACKSONVILLE, FL 32204

CONSENT AND JOINDER OF MORTGAGEE

METRO REALTY AND MORTGAGE COMPANY, a Florida corporation, being the owner and holder of a certain mortgage dated February 20, 1985, made by EAST LAKE WOODLANDS, LTD., a Florida limited partnership, and recorded in Official Records Book 5941, Page 1142, of the Public Records of Pinellas County, Florida, securing an original indebtedness of \$5,000,000.00, and which mortgage encumbers the real property and improvements identified in the foregoing Declaration of Condominium and which are being submitted to the Condominium Regime known as ST. ANDREWS CONDOMINIUM UNIT ONE, does hereby consent to and join in the submission of said real property and improvements to the Condominium Regime known as ST. ANDREWS CONDOMINIUM UNIT ONE, in accordance with the terms, provisions and conditions of the foregoing Declaration of Condominium establishing same, all to the end that said mortgage will henceforth encumber each and every of said Units in the Condominium.

IN WITNESS WHEREOF, Metro Realty And Mortgage Company has caused this instrument to be executed in its name and on its behalf this 26th day of July, 1985.

Signed, sealed and delivered  
in the presence of:

[Signature]  
John W. Adair

METRO REALTY AND MORTGAGE  
COMPANY, a Florida  
corporation

As its President

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me, this 26th day of July, 1985, by ALTON R. RUMFELS as PRESIDENT of Metro Realty And Mortgage Company, a Florida corporation, on behalf of the Corporation.

Thomas A. Shapiro  
Notary Public, State and  
County aforesaid. My  
commission expires:  
NOVEMBER 19, 1986

LAW OFFICE  
WILLIAM J. DEAN, P.A.  
SUITE 200  
1100 RIVERCHASE AVENUE  
JACKSONVILLE, FL 32204

STA2/dmh  
(Rev. 3/18/85)

EXHIBIT "A-1"

## (Legal Description)

A tract of land located in and being part of Section 10, Township 28 South, Range 16 East, Tallahassee Meridian, Pinellas County, Florida, and being more particularly described as follows:

Commencing at the Northwest corner of Section 10; thence along the Northerly boundary of the said Section South 89°34'03" East, a distance of 1547.87 feet; thence departing said Northerly boundary South 00°25'57" West, a distance of 3031.99 feet to the POINT OF BEGINNING of the herein described Basic Parcel 1:

Thence from the POINT OF BEGINNING South 38°17'13" East, a distance of 120.59 feet; thence South 34°55'47" East, a distance of 169.04 feet; thence South 01°12'07" East, a distance of 41.23 feet to a point on the arc of a non-tangent circular curve concave to the Northeast; thence along the arc of the said curve having a radius of 695.00 feet, through a central angle of 03°23'35", an arc distance of 41.16 feet, the chord for which bears North 73°11'55" West a chord distance of 41.15 feet to the point of tangency of the said curve; thence tangent with the preceding curve North 71°30'07" West, a distance of 250.33 feet to the point of curvature of a tangent circular curve concave to the Southwest; thence along the arc of the said curve having a radius of 805.00 feet, through a central angle of 15°20'16", an arc distance of 215.49 feet, the chord for which bears North 79°10'15" West, a chord distance of 214.85 feet to the end of the said curve; thence non-tangent with the preceding curve North 03°09'37" East, a distance of 26.62 feet; thence North 86°08'32" East, a distance of 183.55 feet; thence North 47°32'44" East, a distance of 55.59 feet; thence North 41°11'16" East, a distance of 84.63 feet; thence North 85°33'41" East, a distance of 34.20 feet to the POINT OF BEGINNING. (Containing 1.18 acres more or less) (Basic Parcel 1)

AND

A tract of land located in and being part of Section 10, Township 28 South, Range 16 East, Tallahassee Meridian, Pinellas County, Florida, and being more particularly described as follows:

Commencing at the Northwest corner of Section 10; thence along the Northerly boundary of the said Section South 89°34'03" East, a distance of 2401.45 feet; thence departing said Northerly boundary South 00°25'57" West, a distance of 2980.07 feet to the POINT OF BEGINNING of the herein described Basic Parcel 2:

Thence from the POINT OF BEGINNING South 34°35'54" East, a distance of 31.75 feet; thence South 70°31'44" East, a distance of 139.29 feet to the point of curvature of a non-tangent circular curve concave to the Northeast; thence along the arc of the said curve having a radius of 138.00 feet, through a central angle of 52°12'48", an arc distance of 125.76 feet, the chord for which bears South 06°38'08" East, a chord distance of 121.45 feet to the point of tangency of the said curve; thence

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tangent with the preceding curve South 32°44'32" East, a distance of 93.46 feet; thence South 57°15'28" West, a distance of 111.54 feet to a point on the arc of a non-tangent circular curve concave to the Southwest; thence along the arc of the said curve having a radius of 1200.92 feet, through a central angle of 09°15'24", an arc distance of 194.02 feet, the chord for which bears North 87°58'20" West, a chord distance of 193.81 feet to the end of the said curve; thence non-tangent with the preceding curve, North 13°35'14" West, a distance of 120.00 feet; thence North 86°20'45" West, a distance of 136.37 feet; thence South 02°20'35" East, a distance of 132.67 feet; thence South 87°23'58" West, a distance of 236.76 feet to the point of curvature of a tangent circular curve concave to the Northeast; thence along the arc of the said curve having a radius of 695.00 feet, through a central angle of 13°32'28", an arc distance of 164.25 feet, the chord for which bears North 85°49'48" West, a chord distance of 163.87 feet to the end of the said curve; thence non-tangent with the preceding curve North 26°23'25" East, a distance of 50.81 feet; thence North 34°26'56" West, a distance of 298.53 feet; thence North 85°33'41" East, a distance of 212.32 feet; thence North 87°39'25" East, a distance of 567.46 feet to the POINT OF BEGINNING. (Containing 5.66 acres more or less) (Basic Parcel 2)

## TOGETHER WITH:

A non-exclusive Easement for vehicular, pedestrian, and utilities ingress, egress, and access, over, under, through, and across the following described Parcel:

A tract of land located in and being part of Section 10, Township 28 South, Range 16 East, Tallahassee Meridian, Pinellas County, Florida, and being more particularly described as follows:

Commencing at the Northwest corner of Section 10; thence along the Northerly boundary of the said Section South 89°34'03" East, a distance of 967.34 feet; thence departing said Northerly boundary South 00°25'57" West, a distance of 3209.16 feet to a point on the arc of a non-tangent circular curve concave to the Southwest, said point being on the Northerly right-of-way line of East Lake Woodlands Parkway, conveyed to Pinellas County by Deed recorded in Official Records Book 4367, Pages 837-842 of the public records of Pinellas County, Florida, and said point also being the POINT OF BEGINNING of the herein described Access Easement Parcel:

Thence from the POINT OF BEGINNING, along the arc of the said curve having a radius of 805.00 feet, through a central angle of 34°30'30", an arc distance of 484.84 feet, the chord for which bears South 88°45'22" East, a chord distance of 477.54 feet to the point of tangency of the said curve; thence tangent with the preceding curve South 71°30'07" East, a distance of 250.33 feet to the point of curvature of a tangent circular curve concave to the Northeast; thence along the arc of the said curve having a radius of 695.00 feet, through a central angle of 21°05'55", an arc distance of 255.93 feet, the chord for which bears South 82°03'05" East, a chord distance of 254.48 feet to the point of tangency of the said curve; thence tangent with the preceding curve North 87°23'58" East, a distance of 236.76 feet; thence South 02°36'02" East, a distance of 110.00 feet; thence South 87°23'58" West, a distance of 236.76 feet to the point of curvature of a tangent

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circular curve concave to the Northeast; thence along the arc of the said curve having a radius of 805.00 feet, through a central angle of  $21^{\circ}05'55''$ , an arc distance of 296.43 feet, the chord for which bears North  $82^{\circ}03'05''$  West, a chord distance of 294.76 feet to the point of tangency of the said curve; thence tangent with the preceding curve North  $71^{\circ}30'07''$  West, a distance of 250.33 feet to the point of curvature of a tangent circular curve concave to the Southwest; thence along the arc of the said curve having a radius of 695.00 feet, through a central angle of  $34^{\circ}30'30''$ , an arc distance of 418.59 feet, the chord for which bears North  $88^{\circ}45'22''$  West, a chord distance of 412.29 feet to the point of tangency of the said curve; thence non-tangent with the preceding curve North  $16^{\circ}00'37''$  West, a distance of 110.00 feet to the POINT OF BEGINNING. (Access Easement Parcel)

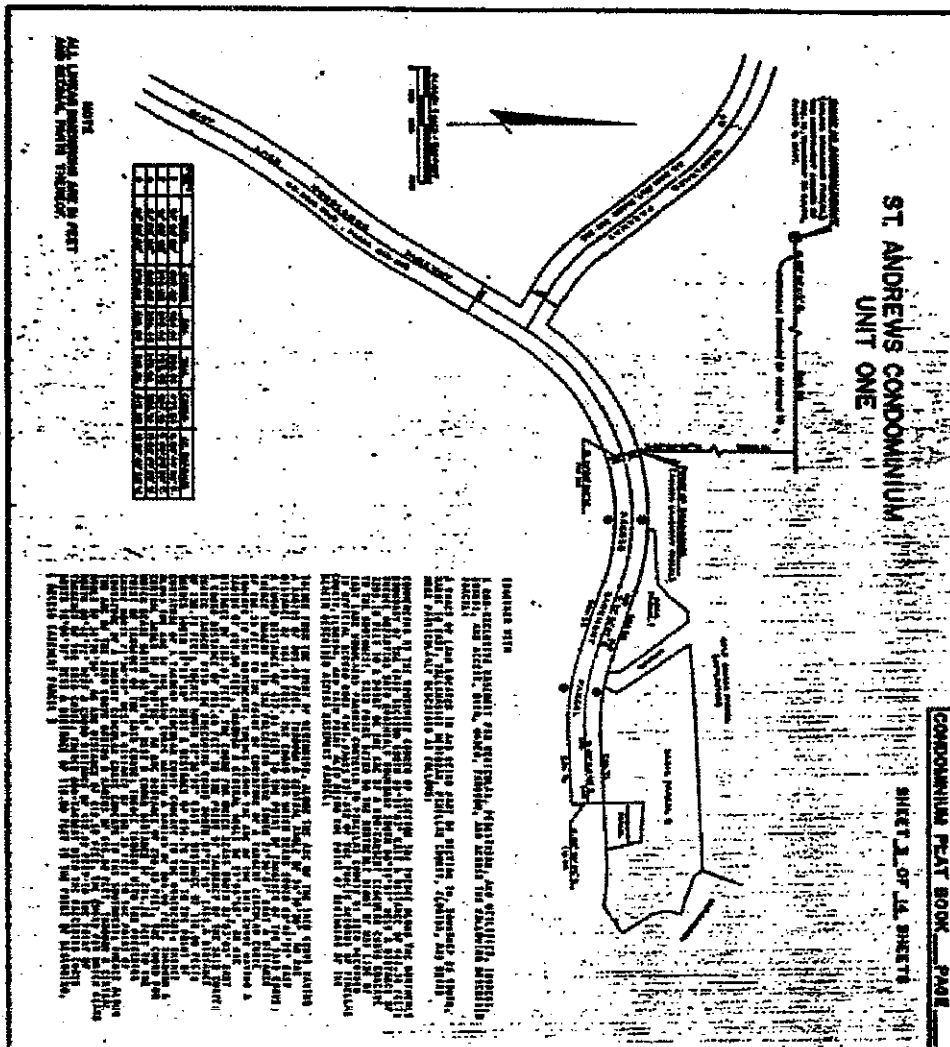
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SUITE 208  
4800 RIVERSIDE AVENUE  
JACKSONVILLE, FL 32204

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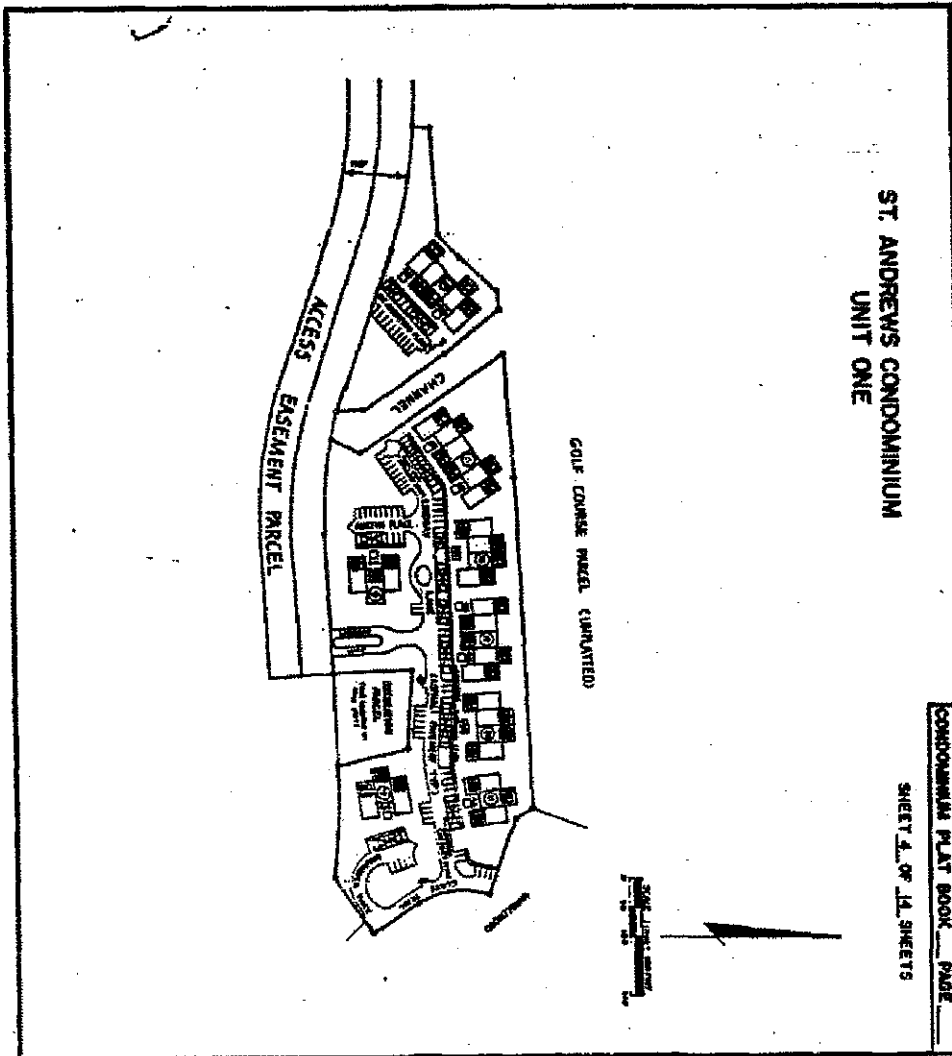
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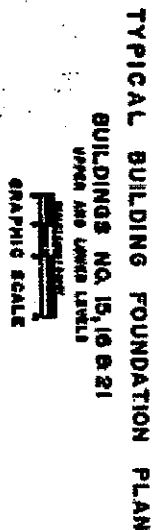


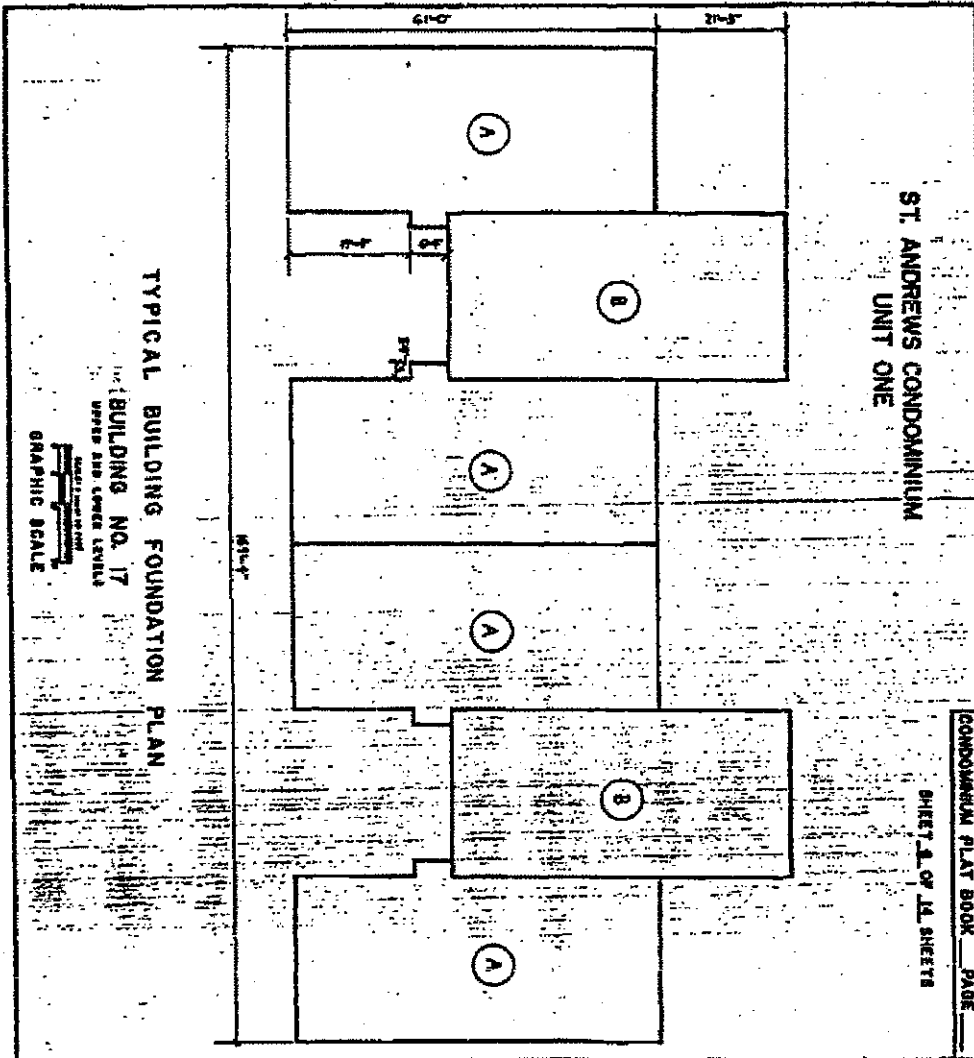


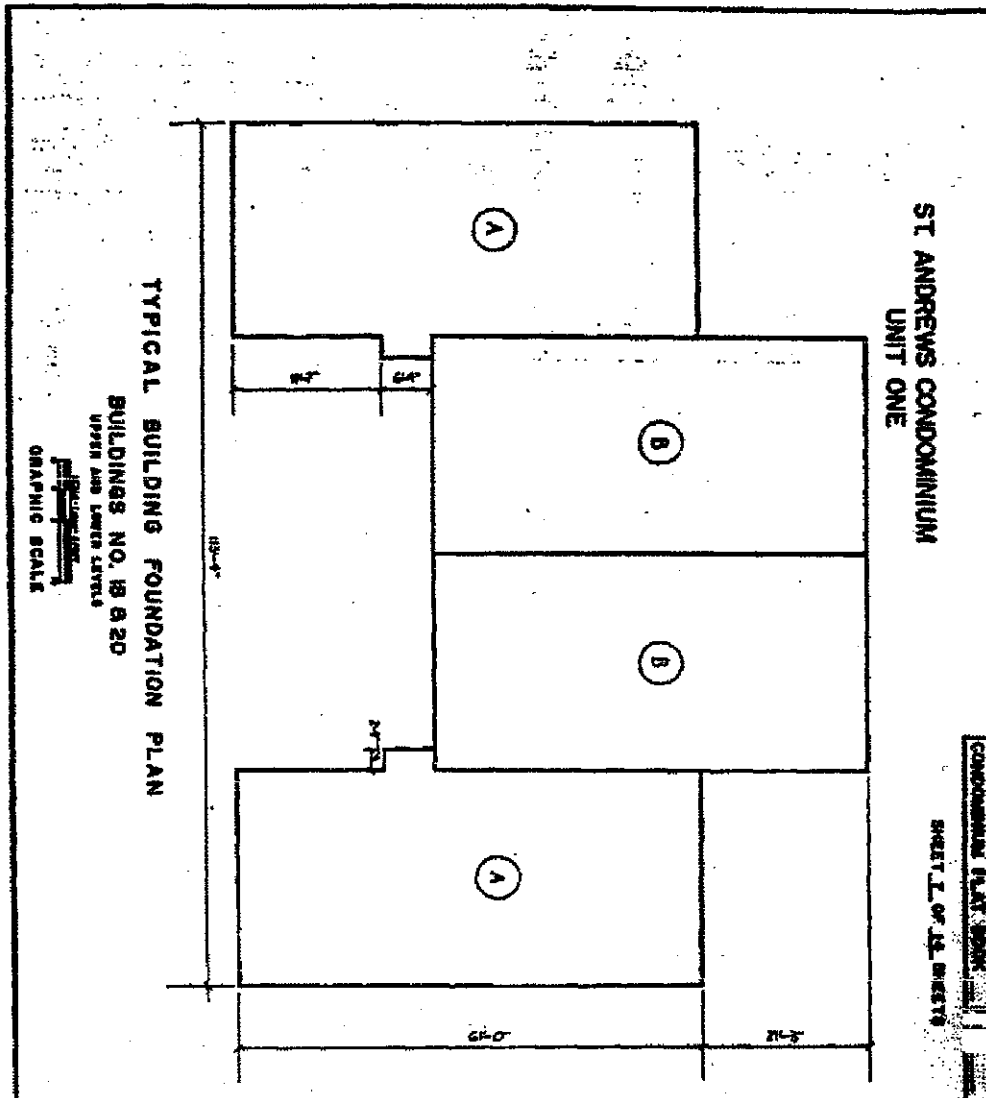


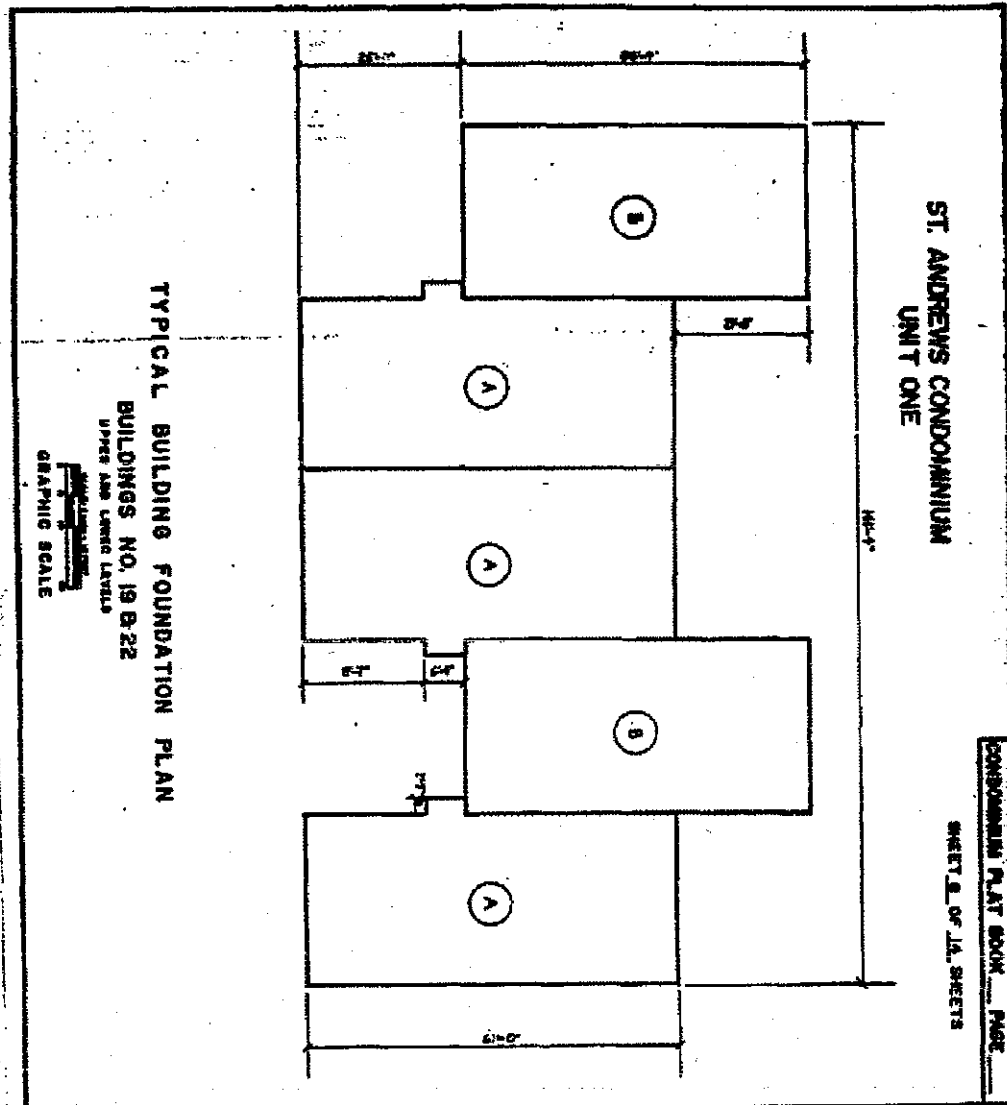
D.R. 6087 PAGE 1956





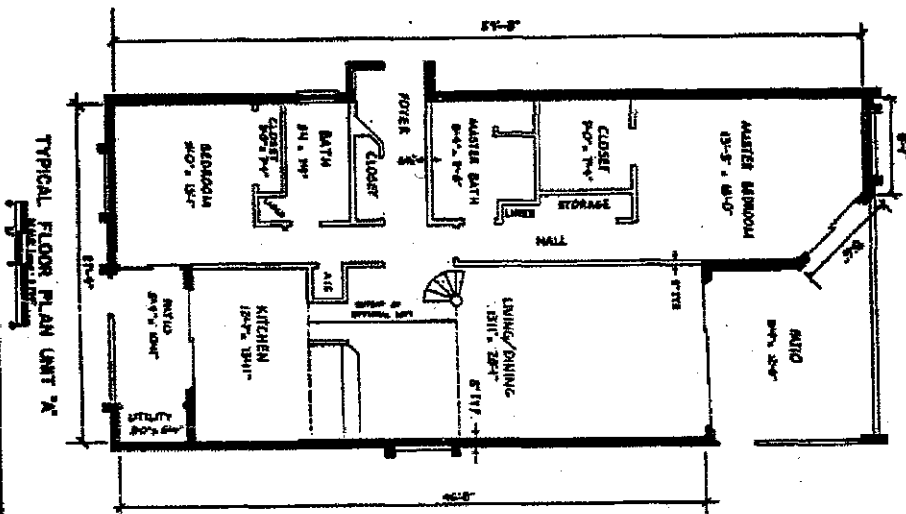




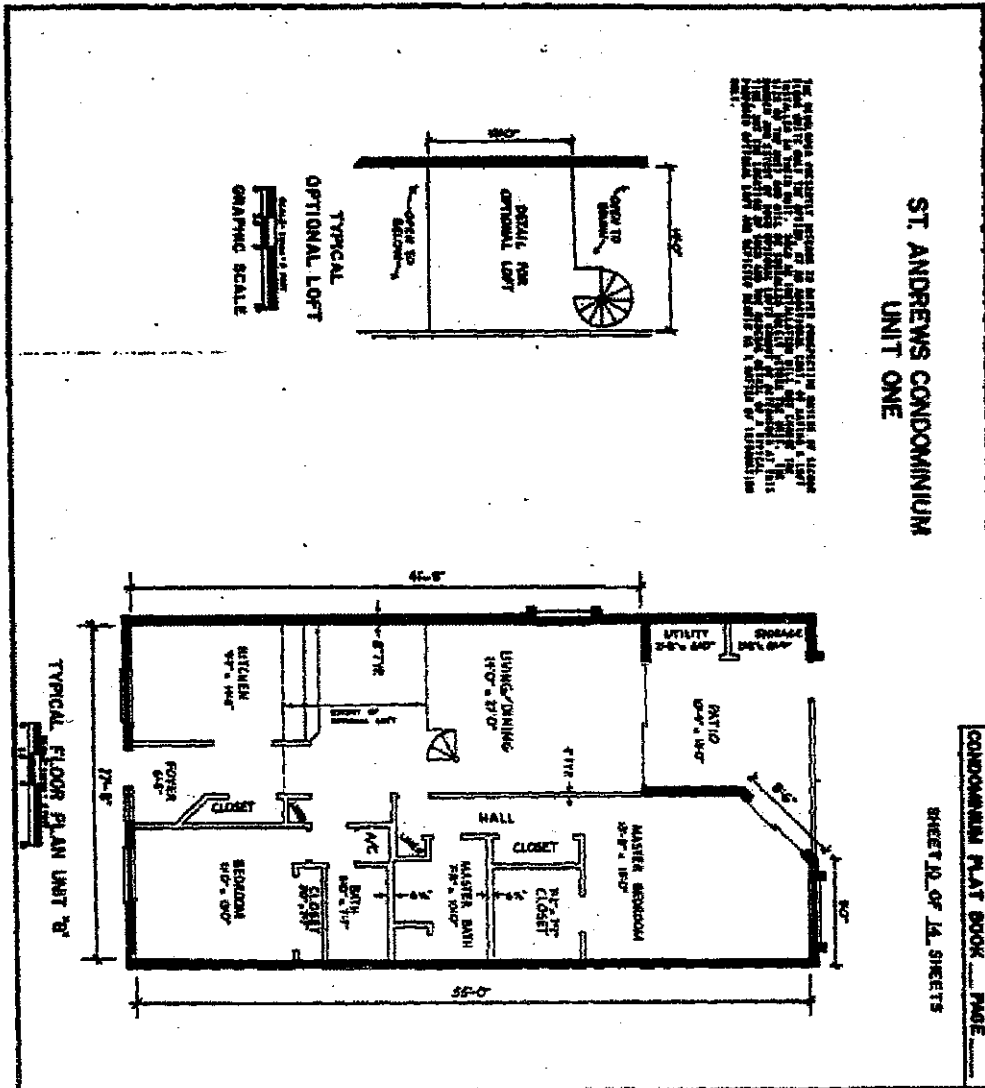


**CONDOMINIUM PLAY BOOK — PA**

**SHEET 9 OF 14 SHEETS**



**TYPICAL FLOOR PLAN UNIT "A"**





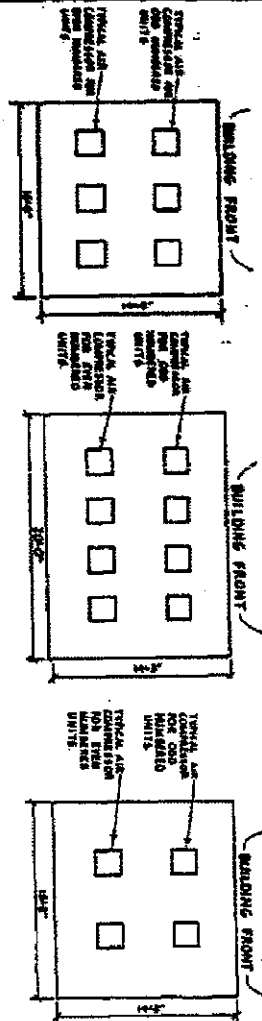
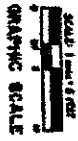




ST ANDREWS CONDOMINIUM  
UNIT ONE

CONDOMINIUM PLAT BOOK PAGE  
SHEET 13 OF 14 SHEETS

TYPICAL AIR COMPRESSOR PADS



CONCRETE PADS SHALL BE 12" THICK AND 12" WIDE. LOCATIONS SHALL BE AS SHOWN ON THE PLAN.

ST. ANDREWS CONDOMINIUM UNIT ONE										CONDOMINIUM PLAT BOOK PAGE									
UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120
121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140
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921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940
941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960
961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980
981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000

EXHIBIT "A-3"

The percentage of undivided interest in the Common Elements Appurtenant to the respective Unit in St. Andrews Condominium Unit One shall be as set forth below.

Common Expenses of St. Andrews Condominium Unit One shall be borne and divided, and Common Surplus of St. Andrews Condominium Unit One shall be owned and apportioned as is set forth below:

<u>Unit Number</u>	<u>Unit Type</u>	<u>Percentage Of Undivided Interest In Common Elements And Common Surplus And Share Of Common Expenses</u>
1	B	1.44280
2	B	1.44280
3	A	1.56218
4	A	1.56218
5	A	1.56218
6	A	1.56218
7	B	1.44280
8	B	1.44280
9	A	1.56218
10	A	1.56218
11	A	1.56218
12	A	1.56218
13	B	1.44280
14	B	1.44280
15	A	1.56218
16	A	1.56218
17	A	1.56218
18	A	1.56218
19	B	1.44280
20	B	1.44280
21	A	1.56218
22	A	1.56218
23	A	1.56218
24	A	1.56218
25	B	1.44280
26	B	1.44280
27	B	1.44280
28	B	1.44280
29	A	1.56218
30	A	1.56218
31	B	1.44280
32	B	1.44280
33	A	1.56218
34	A	1.56218
35	A	1.56218
36	A	1.56218
37	B	1.44280
38	B	1.44280
39	A	1.56218
40	A	1.56218
41	A	1.56218
42	A	1.56218
43	B	1.44280
44	B	1.44280
45	B	1.44280
46	B	1.44280
47	A	1.56218
48	A	1.56218
49	A	1.56218

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<u>Unit Number</u>	<u>Unit Type</u>	<u>Percentage Of Undivided Interest In Common Elements And Common Surplus And Share Of Common Expenses</u>
50	A	1.56218
51	B	1.44280
52	B	1.44280
53	A	1.56218
54	A	1.56218
55	A	1.56218
56	A	1.56218
57	B	1.44280
58	B	1.44280
59	A	1.56218
60	A	1.56218
61	A	1.56218
62	A	1.56218
63	B	1.44280
64	B	1.44280
65	A	1.56218
66	A	1.56218

**NOTE:**

The guaranteed maximum Assessments levied for Common Expenses prior to June 30, 1986, with respect to Units as provided for in Section 4.5 of the Declaration Of Condominium, are as follows:

<u>Unit Type</u>	<u>Number of Units</u>	<u>Percentage of Undivided Interest in Common Elements and Common Surplus and Share of Common Expenses</u>	<u>Guaranteed Assessments</u>	
			<u>Monthly</u>	<u>Annually</u>
A	40	.156218%	\$122.45	\$1,469.40
B	26	.144280%	\$113.09	\$1,357.08

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# State of Florida



## Department of State

*I certify that the attached is a true and correct copy of the Articles  
of Incorporation of*

**ST. ANDREWS CONDOMINIUM ASSOCIATION, INC.**

*a corporation organized under the Laws of the State of Florida,  
filed on August 1, 1985.*

*The charter number for this corporation is N10526.*



WP-104 CER-101

*Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
1st day of August, 1985*

**George Firestone  
Secretary of State**