

GulfBay Pass-A-Grille Condominium

NOTICE

These apartments are being converted to condominium by GULFBAY OF PASS-A-GRILLE, INC., the developer.

1. YOU MAY REMAIN AS A RESIDENT UNTIL THE EXPIRATION OF YOUR RENTAL AGREEMENT. FURTHER, YOU MAY EXTEND YOUR RENTAL AGREEMENT AS FOLLOWS:

(a) If you have continuously been a resident of these apartments during the last 180 days and your rental agreement expires during the next 270 days, you may extend your rental agreement for up to 270 days after the date of this notice.

(b) If you have not been a continuous resident of these apartments for at least 180 days and your rental agreement expires during the next 180 days, you may extend your rental agreement for up to 180 days after the date of this notice.

(c) IN ORDER FOR YOU TO EXTEND YOUR RENTAL AGREEMENT, YOU MUST GIVE THE DEVELOPER WRITTEN NOTICE WITHIN 45 DAYS AFTER THE DATE OF THIS NOTICE.

2. IF YOUR RENTAL AGREEMENT EXPIRES IN THE NEXT 45 DAYS, you may extend your rental agreement for up to 45 days after the date of this notice while you decide whether to extend your rental agreement as explained above. To do so, you must notify the developer in writing. You will then have the full 45 days to decide whether to extend your rental agreement as explained above.

3. During the extension of your rental agreement you will be charged the same rent that you are now paying.

4. YOU MAY CANCEL YOUR RENTAL AGREEMENT AND ANY EXTENSION OF THE RENTAL AGREEMENT AS FOLLOWS:

(a) If your rental agreement began or was extended or was renewed after May 1, 1980, and your rental agreement, including extensions and renewals, has an unexpired term of 180 days or less, you may cancel your rental agreement upon 30 days' written notice and move. Also, upon 30 days' written notice, you may cancel any extension of the rental agreement.

(b) If the rental agreement was not begun or was not extended or renewed after May 1, 1980, you may not cancel the rental agreement without the consent of the developer. If your rental agreement, including extensions and renewals, has an unexpired term of 180 days or less, you may, however, upon 30 days' written notice, cancel any extension of the rental agreement.

5. All notices must be given in writing and sent by mail, return receipt requested, or delivered in person to the developer at this address: c/o Dottie Welch & Associates, Inc., 5050 Gulf Boulevard, St. Petersburg Beach, Florida 33706.

6. If you have continuously been a resident of these apartments during the last 180 days:

(a) You have the right to purchase your apartment and will have 45 days to decide whether to purchase. If you do not buy the unit at that price and the unit is later offered at a lower price, you will have the opportunity to buy the unit at the lower price. However, in all events your right to purchase the unit ends when the rental agreement or any extension of the rental agreement ends or when you waive this right in writing.

(b) Within 90 days you will be provided purchase information relating to your apartment, including the price of your unit and the condition of the building. If you do not receive this information within 90 days, your rental agreement and any extension will be extended 1 day for each day over 90 days until you are given the purchase information. If you do not want this rental agreement extension, you must notify the developer in writing.

7. If you have any questions regarding this conversion or the Condominium Act, you may contact the developer or the state agency which regulates condominiums: The Division of Florida Land Sales, Condominiums, and Mobile Homes, The Johns Building, 725 South Bronough Street, Tallahassee, Florida 32399-1030.

DECLARATION OF CONDOMINIUM
OF
GULFBAY PASS-A-GRILLE CONDOMINIUM

MADE by the undersigned Developer, GULFBAY OF PASS-A-GRILLE, INC., a Florida corporation, for itself, its successors, grantees and assigns.

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

1. NAME

The name by which this Condominium is to be identified is: GULFBAY PASS-A-GRILLE CONDOMINIUM.

2. DEFINITIONS

The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and By-Laws of the GULFBAY PASS-A-GRILLE CONDOMINIUM ASSOCIATION, INC., shall be defined in accordance with the provisions of the Condominium Act, and as follows unless the context otherwise requires:

2.1 Articles of Incorporation means the Articles of Incorporation of the Association, as the same exist from time to time.

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

2.3 Association means GULFBAY PASS-A-GRILLE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, and its successors.

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

2.5 Board of Directors means the Board of Directors of the Association.

2.6 By-laws means the By-laws of the Association, as the same exist from time to time.

2.7 Common Elements means:

(a) All of those items stated in the Condominium Act to be Common Elements; and

(b) All Condominium Property not included in the Units.

2.8 Common Expenses means:

(a) Expenses of administration and management of the Association and of the Condominium Property;

(b) Expenses of maintenance, operation, repair or replacement of the Common Elements and of the Association Property;

2.8 Common Expenses means:

(a) Expenses of administration and management of the Association and of the Condominium Property;

(b) Expenses of maintenance, operation, repair or replacement of the Common Elements and of the Association Property;

(c) Costs and expenses of capital improvements and betterments, and additions, or both, to the Common Elements and to the Association Property;

(d) Expenses declared Common Expenses by the provisions of this Declaration or by the By-Laws; and

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

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

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

2.11 Condominium Property means and includes the land in the Condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

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

2.13 Institutional Lender means any commercial bank, commercial mortgage company, life insurance company, savings and loan association, or real estate investment trust authorized to transact business in the State of Florida. Institutional Lender shall also mean the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation.

2.14 Limited Common Elements, if any, means those portions of the Common Elements which are reserved for or attributable to the exclusive use of a certain Unit Owner, whether such use is assigned as an appurtenance to a Unit or separate thereto.

2.15 (INTENTIONALLY LEFT BLANK)

2.16 Unit means a part of the Condominium Property which is subject to private ownership.

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

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

3. SURVEY

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

3.2 Amendment of Plans. Developer reserves the right to change the interior design and arrangement of all Units so long as Developer owns the Units so changed and altered, provided such change shall be reflected by an amendment to this Declaration, and provided, further, that an amendment for such purpose need be signed and acknowledged only by Developer and need not be approved by the Association nor by Unit Owners, whether or not elsewhere required for an amendment.

3.3 Alteration of Common Elements. Developer reserves the right to make minor alterations to the Common Elements and designate certain Common Elements as Limited Common Elements so long as Developer owns any interest in the Condominium, provided such change shall be reflected by an amendment to this Declaration, and provided, further, that an amendment for such purpose need be signed and acknowledged only by Developer and need not be approved by the Association nor by Unit Owners, whether or not elsewhere required for an amendment. The cost of any such alteration to the Common Elements shall be the responsibility of Developer.

3.4 Amendment Surveys. Any amendment to this Declaration made pursuant to paragraphs 3.2 or 3.3 shall be accompanied by a survey which reflects any such changes made to the Condominium Property. Said survey shall comply with all requirements of the Condominium Act.

4. EASEMENTS

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

4.1 Utility Services. Easements are reserved through the Condominium Property as may be required for Utility Services in order to serve the Condominium, provided, however, such easements shall be only according to the plans and specifications for the building(s), or as the building(s) is(are) constructed, unless approved in writing by the affected Unit Owners.

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

4.3 Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such

portions of the Common Elements as may from time to time be paved or otherwise intended for purposes of ingress, egress and access to the public ways and for such other purposes as are commensurate with need; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated and assigned for parking purposes.

5. (INTENTIONALLY LEFT BLANK)

6. UNIT BOUNDARIES

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

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

(a) Upper Boundaries - The horizontal plane established by the lowest point of the unfinished ceiling.

(b) Lower Boundaries - The horizontal plane established by the highest point of the unfinished floor.

6.2 Perimetrical Boundaries - The perimetrical boundaries of the Unit shall be the vertical planes established by the unfinished interior of the walls, doors and windows bounding the Unit extending to the intersections with each other and with the upper and lower boundaries, and where there is attached to the building a balcony, loggia, patio or canopy, the perimetrical boundaries shall be extended to include the same to the extent of the finished exterior of same.

7. APPURTENANCES TO UNITS

7.1 Common Elements and Common Surplus. The Owner of each Unit shall own an undivided share and certain interest in the Common Elements and Common Surplus, which share and interest shall be appurtenant to the Unit, said undivided interest in the Common Elements and Common Surplus being as designated and set forth in Exhibit "B" attached hereto and made a part hereof.

7.2 Limited Common Elements.

(a) Designated by Survey. Limited Common Elements include those portions of the Condominium Property, if any, which are designated as Limited Common Elements on the survey of the Condominium Property. A copy of the survey of the Condominium Property is attached to this Declaration as Exhibit "A". The Unit Owner whose Unit has appurtenant to it said designated Limited Common Elements shall have the exclusive right to use same. The Unit Owner whose Unit has appurtenant to it said designated Limited Common Elements shall have the responsibility of maintaining said designated Limited Common Elements.

(b) Automobile Parking Spaces. Limited Common Elements include those parking spaces initially assigned to Unit Owners by Developer, should Developer, in its sole discretion, assign such parking spaces. All other parking

spaces shall not be Limited Common Elements. In the event a specific parking space is assigned in connection with the sale of a Unit by Developer, the right to the exclusive use of the said designated parking space shall pass as an appurtenance to the Unit owned by the Unit Owner to whom such space is initially assigned, and the Association shall not thereafter reassign or change the said Unit Owner's parking space without his written consent, provided, further, said Unit Owner shall not transfer or assign the use of the said parking space except in connection with sale of the Unit or with the consent of the Association. Designation of a parking space assigned to a Unit Owner may be made in the deed of conveyance, or by a separate instrument, and nothing herein shall be interpreted so as to prohibit Developer from assigning more than one (1) parking space as an appurtenance to a Unit. It is expressly acknowledged that Developer may make an additional charge or increase the purchase price of a Unit in consideration for designating one (1) or more parking spaces as a Limited Common Element appurtenant to said Unit. Guest parking spaces shall constitute a portion of the Common Elements.

(c) (INTENTIONALLY LEFT BLANK)

(d) (INTENTIONALLY LEFT BLANK)

(e) Air Conditioning Units. Limited Common Elements include all components of the air conditioning unit not otherwise located within the Unit being serviced thereby.

(f) Windows, Screens, and Doors. Limited Common Elements include all windows, screens, and doors not otherwise located within the Unit being serviced thereby.

8. MAINTENANCE, ALTERATION AND IMPROVEMENT

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

8.1 Units.

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

(1) All Common Elements and Association Property;

(2) Any Limited Common Elements for which the responsibility of maintaining same has not been otherwise assigned pursuant to the terms of this Declaration; and

(3) All incidental damage caused to a Unit by reason of maintenance, repair and replacement accomplished pursuant to the provisions of 8.1(a) (1) and (2) above.

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

(1) To maintain, repair and replace at his expense all portions of his Unit, except those portions

to be maintained, repaired, and replaced by the Association. The Unit Owner shall maintain, repair, and replace all components of the air conditioning unit which services the Unit Owner's Unit. Included within the responsibility of the Unit Owner shall be windows, screens and doors opening into or onto his Unit. All such maintenance, repair and replacement shall be done without disturbing the rights of other Unit Owners. Notwithstanding that the Unit Owner is responsible for maintaining, repairing, and replacing the screens and doors of his Unit, the Association shall have the right to govern the type and color of said screens and doors so as to maintain a continuity of appearance of the Condominium Property.

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

(3) To not modify, alter, paint or otherwise decorate or change the appearance, decor or demeanor of any portion of the Common Elements or Limited Common Elements of the Condominium Property, without the prior approval, in writing, of the Association, which may be arbitrarily withheld. A Unit Owner shall not attach any thing or fixture to the Common Elements of the Condominium Property without the prior approval, in writing, of the Association, which may be arbitrarily withheld.

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

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

8.2 Alteration and Improvement. After the completion of the improvements included in the Condominium Property which are contemplated in this Declaration, there shall be no alteration or further improvement of the Condominium Property without the prior approval of two-thirds (2/3) of all Unit Owners, together with the approval of the Board of Directors. The cost of such alteration or improvement shall be a Common Expense and so assessed. Any such alteration or improvement shall not interfere with the rights of any Unit Owner without his consent. Provided, however, that this paragraph shall not affect the rights reserved unto Developer in paragraphs 3.2 and 3.3.

9. LIABILITY FOR COMMON EXPENSES AND ASSESSMENTS

9.1 Common Expenses. Each Unit Owner shall be liable for a share of the Common Expenses, such share being equal to his undivided interest of common ownership as set forth in paragraph 7.1 and in Exhibit "B".

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

(a) Interest, Late Charges and Application of Payments. Assessments and installments on such Assessments paid on or before fifteen (15) days after the date when due,

shall not bear interest, but all sums not paid on or before fifteen (15) days after the date when due shall bear interest at the highest rate allowed by law from the date when due until paid. The Board of Directors is hereby authorized to establish late charges (not to exceed the maximum amount permitted under the Condominium Act) with respect to delinquent Assessment payments, said late charges to be in addition to the interest provided for herein. All payments on accounts shall be first applied to interest, late charges, and then to the Assessment payment first due.

(b) Lien for Assessments. The Association shall have a lien against each Condominium Parcel for any unpaid Assessments levied against the Owner thereof, and for interest accruing thereon, which lien shall also secure all costs, including reasonable attorneys' fees, incurred by the Association incident to the collection of such Assessment or enforcement of such lien, whether or not legal proceedings are initiated. The said lien may be recorded among the Public Records of Pinellas County, Florida, by filing a claim therein, which states the legal description of the Condominium Parcel and the amount claimed to be due. Said lien shall continue in effect until all sums secured by the lien shall have been paid or until said lien is extinguished as a matter of law, whichever occurs sooner. Such claims of lien shall be signed and verified by an officer of the Association or by an agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared by and recorded at his expense. All such liens may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. In any such foreclosure, the Owner of the Condominium Parcel subject to the lien may, in the court's discretion, be required to pay a reasonable rental for the Condominium Parcel, and the Association shall be entitled to the appointment of a receiver to collect same. The Association may also, at its option, sue to recover a money judgment against the Unit Owner for unpaid Assessments, without thereby waiving the lien securing the same. When a mortgagee of a first mortgage of record, or other purchaser of a Unit, obtains title to the Condominium Parcel by a purchase at the public sale resulting from such first mortgagee's foreclosure judgment in a foreclosure suit in which the Association has been properly named as a defendant junior lienholder, or when a first mortgagee of record accepts a deed to said Condominium Parcel in lieu of foreclosure, such acquirer of title and its successors and assigns shall be liable for the share of Common Expenses or any Assessment pertaining to such Condominium Parcel or chargeable to the former Unit Owner of such Condominium Parcel which became due prior to acquisition of title as a result of the foreclosure, or acceptance of such deed in lieu of foreclosure, to the extent provided in the Condominium Act. Any such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses of the Association, and shall be collectible from all of the members of the Association, including such acquirer, its successors and assigns. A first mortgagee acquiring title to a Condominium Parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of such assessments coming due during the period of such ownership.

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

9.4 (INTENTIONALLY LEFT BLANK)

9.5 Developer's Responsibility for Assessments. Developer shall be excused from the payment of its share of the Common Expenses and Assessments related to Condominium Parcels owned by it and being offered for sale by it. Developer shall be so excused during the period that Developer guarantees that Assessments for Common Expenses shall not increase over a stated amount. However, Developer shall pay that portion of Common Expenses incurred during the guarantee period which are not produced by the Assessments at the guaranteed level receivable from other Unit Owners. Developer hereby guarantees that Assessments for Common Expenses shall not exceed \$72.96 per month for Units 2, 3, 6, 7, 10, and 11, and \$91.03 per month for Units 1, 4, 5, 8, 9, and 12, commencing with the recordation of this Declaration and terminating with the transfer of control of the Association from the Developer to the Unit Owners.

10. ASSOCIATION

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

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

10.2 Articles of Incorporation. A copy of the Articles of Incorporation is attached hereto as Exhibit "C" and made a part hereof.

10.3 By-Laws. A copy of the By-Laws is attached hereto as Exhibit "D" and made a part hereof.

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

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

10.6 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, such decision shall be

expressed by the same person who would cast the vote of such Unit Owner if in an Association meeting, unless the joinder of record Unit Owners is specifically required by this Declaration.

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

(a) Any condemnation loss or any casualty loss which affects a material portion of the Condominium Property or which affects the interest in the Condominium Property encumbered by the mortgage;

(b) Any delinquency in the payment of Assessments or other charges owed by the owner of the interest in the Condominium Property encumbered by the mortgage to the Association which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) Any proposed action by the Association which would require the written consent of the holders of mortgages upon interests in the Condominium Property.

In order to avail itself of the provisions of this paragraph 10.7, the holder of a mortgage encumbering an interest in the Condominium Property shall include the following information in its notice to the Association:

(a) Name of mortgagor;

(b) Interest in Condominium Property encumbered by the mortgage; and

(c) Name and address of mortgagee.

The Association shall have the right to rely upon the above information until it receives written notice to the contrary.

For the purposes of this paragraph 10.7, the holder of a mortgage encumbering an interest in the Condominium Property shall be deemed to include insurers or guarantors of said mortgage as well as the holder itself.

11. INSURANCE

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

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

insurance to the mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association or an Insurance Trustee, and all policies and their endorsements shall be deposited with the Association or an Insurance Trustee as set forth herein.

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

11.3 Coverage.

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

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

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

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

(c) Workmen's Compensation insurance to meet the requirements of law.

(d) Such Other Insurance that the Board of Directors shall determine from time to time to be desirable.

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

11.5 Insurance Trustee; Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear. All such policies shall provide that all proceeds covering property losses shall be paid to the Association or to a trustee in Florida with trust powers as may be designated as Insurance Trustee from time to time by the Board of Directors when required by this Declaration. The selection of the

Insurance Trustee is subject to the approval of the Institutional Lender holding the greatest dollar amount of first mortgages against the Units in the Condominium. The Insurance Trustee shall not be liable for payment of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee and the Association shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes stated herein for the benefit of the Unit Owners and their mortgagees in the following shares, provided, however, such shares need not be set forth on the records of the Insurance Trustee:

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

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

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

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

(c) Mortgagees. In the event a mortgagee endorsement has been issued to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged Unit in any of the following events:

(1) Its mortgage is not in good standing and is in default; or

(2) Insurance proceeds are insufficient to restore or repair the building(s) to the condition existing prior to the loss and additional monies are not available for such purpose.

(d) Insurance Trustee. An Insurance Trustee need not be appointed until there exists a major damage as defined at paragraphs 12.1(b)(2).

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

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

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

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

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

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

12. RECONSTRUCTION OR REPAIR AFTER CASUALTY

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

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

(b) Damage.

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

(2) Major Damage. If the damaged improvement is a building(s), and if sixty (60%) percent of the Units are found by the Board of Directors to be not tenantable, then the damaged property shall not be reconstructed or repaired, and the Condominium shall be terminated without agreement, unless within sixty (60) days after the

casualty, the Unit Owners of eighty (80%) percent of the Units agree in writing to such reconstruction or repair.

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

12.2 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original building(s) or in lieu thereof, according to the plans and specifications approved by the Board of Directors, and if the damaged property is in a building(s), by the Unit Owners of not less than eighty (80%) percent of the Common Elements, including the Owners of all damaged Units, together with the approval of the Institutional Lenders holding first mortgages upon all damaged Units, which approval shall not be unreasonably withheld.

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

12.4 Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

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

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

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

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

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

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

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

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

(5) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether sums paid by the Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its President and

Secretary/Treasurer as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is required in this instrument to be named payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a Unit Owner; and further, provided, that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair.

13. USE RESTRICTIONS

The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists upon the land:

13.1 Residential Units. Each of the Units shall be occupied for single family residential purposes only. "Single family" is hereby defined to include the Unit Owner and those persons related to him by blood, marriage, or adoption.

13.2 (INTENTIONALLY LEFT BLANK)

13.3 (INTENTIONALLY LEFT BLANK)

13.4 Pets.

(a) (INTENTIONALLY LEFT BLANK)

(b) No pets over twenty (20) pounds shall be allowed on the Condominium Property.

(c) Pets shall be allowed on the common elements of the Condominium Property only when they are leashed, and then only upon those common elements designated for pet use by the Board of Directors of the Association.

(d) No pet which is a nuisance to other unit owners shall remain upon the Condominium Property.

13.5 Lease.

(a) Entire Units may be rented provided the entire Unit is rented and the occupancy thereof is in accordance herewith.

(b) No lease shall be for a period of time of less than thirty (30) days.

(c) No lease shall release or discharge the Unit Owner of the leased Unit from compliance with his obligations as a Unit Owner.

(d) All of the provisions of this Declaration (including its exhibits) and the Rules and Regulations of the Association shall be applicable and enforceable against any lessee to the same extent as against the Unit Owner. A

covenant upon the part of each lessee to abide by the provisions of this Declaration (including its exhibits) and the Rules and Regulations of the Association, and designating the Association as the Unit Owner's agent for the purpose of and with the authority to terminate the lease in the event of violations by the lessee of such covenant shall be an essential element of any such lease, whether oral or written, and whether specifically expressed in such lease or not.

13.6 Use.

(a) No unlawful use shall be made of the Condominium Property.

(b) All laws, zoning ordinances, and regulations of any govern mental body having jurisdiction over the Condominium Property shall be observed. The responsibility of meeting the requirements of such governmental bodies for maintenance, modification, or repair of the Condominium Property shall be the same as that set forth in paragraph 8.

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

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

13.7 Rules and Regulations. Reasonable Rules and Regulations concerning the use of Condominium Property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such Rules and Regulations and amendments shall be furnished by the Association to all Unit Owners and residents of the Condominium.

13.8 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on the Condominium Property, except that Developer specifically reserves the right to place and maintain "For Sale" or "For Rent" signs in connection with any unsold or unoccupied Unit it may from time to time own, and the same right is reserved to any Institutional Lender which may become the Owner of a Unit, and to the Association as to any Unit which it may own.

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

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

13.11 Zoning Restrictions. Notwithstanding anything contained herein to the contrary, the provisions of this Declaration are subject to all zoning ordinances applicable to the Condominium Property. Reconstruction of Units may be limited to applicable zoning laws which apply or have applied to the Condominium Property.

13.12 Interference with Developer. Until Developer has closed the sale of all Units in the Condominium, neither the Unit Owners nor the Association shall interfere with the sale of the Units. Developer may make any use of the Condominium Property as may facilitate such sale, including, but not limited to, maintenance of a sales office, showing of the property, and the display of signs.

14. MAINTENANCE OF COMMUNITY INTERESTS

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

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

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

(a) Notice to Association.

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

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

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

if it had received the required notice on the date of such disapproval.

(c) Application Fees. The Association may require the deposit of an application fee simultaneously with the giving of notice of intention to sell or of transfer by gift, devise or inheritance, for the purpose of defraying the Association's actual expenses in determining whether to approve or disapprove the transaction or continued ownership by a transferee, said application fee not to exceed the maximum fee allowed by law.

(d) Certificate of Approval.

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

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

(e) Approval of Corporate Owner or Purchaser. Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy a Unit for such use, if the Unit Owner or purchaser of a Condominium Parcel is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons who might occupy the Condominium Parcel be approved by the Association.

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

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by registered mail to the Unit Owner an agreement to purchase the Condominium Parcel by a purchaser approved by the Association, or an agreement to purchase signed on behalf of the Association by its President and attested to by its Secretary/Treasurer, in which event the Unit Owner shall sell the Condominium Parcel to the named purchaser at the price and upon the terms stated in the disapproved contract to sell, or upon mutually agreed terms.

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

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

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

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

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

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

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

14.4 (INTENTIONALLY LEFT BLANK)

14.5 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by an Institutional Lender that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale, or lease by an Institutional Lender that so acquires its title. Such provisions shall not require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding provided by law, such as, but

not limited to, execution sale, foreclosure sale, judicial sale or tax sale. Such provisions shall not apply to Developer or Developer's successors or assigns, and Developer and any such person or entity shall have the right to freely sell, transfer or otherwise deal with the title to a Unit without complying with the provisions of this section.

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

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

14.8 Notice of Suit.

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

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

15. PURCHASE OF UNITS BY ASSOCIATION

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

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

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

16. RIGHTS OF DEVELOPER

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

17. COMPLIANCE AND DEFAULT

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

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

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

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

17.4 Fines. In addition to the foregoing, the Association may levy a reasonable fine against a Unit and/or Unit Owner for the failure of the Unit Owner of the Unit, the Unit's occupant, or the Unit Owner's lessee, licensee, or invitee to comply with this Declaration, including its exhibits and amendments, or the rules and regulations promulgated by the Association from time to time. No such fine levied by the Association shall exceed the maximum amount provided by the applicable Florida Statutes. No such fine shall be levied by the Association until the Unit Owner, the Unit's occupant, and the Unit Owner's lessee, licensee, or invitee has been given notice of the alleged violation and an opportunity for a hearing before a committee of other Unit Owners. Each day of violation shall be deemed a separate violation subject to separate fine.

18. AMENDMENTS

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

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

18.2 Resolution.

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

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

18.3 Approval. A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors or by the Unit Owners of the Association. Unit Owners may propose such an amendment by instrument in writing directed to the President or Secretary/Treasurer of the Board of Directors signed by not less than twenty (20%) percent of the Unit Owners. Amendments may be proposed by the Board of Directors by action of a majority of the Board of Directors at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the Unit Owners to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and Unit Owners not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary/Treasurer at or prior to the meeting. Except as otherwise provided herein, such approvals must be either by:

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

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

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

18.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment

was duly adopted, and the certificate shall be executed by the President of the Association and attested to by the Secretary/Treasurer with the formalities of a deed, and shall be effective upon recordation thereof in the Public Records of Pinellas County, Florida.

19. TERMINATION

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

19.1 Destruction. If it is determined as provided in paragraph 12.1(b)(2) hereof that the building(s) shall not be reconstructed because of major damage, the Condominium plan of ownership shall be terminated without agreement.

19.2 Agreement. The Condominium may be terminated at any time by the approval in writing of all record Owners of Units and all record owners of mortgages on Units. Notice of a meeting at which the proposed termination is to be considered shall be given not less than thirty (30) days prior to the date of such meeting. In the event that the approval of Owners of not less than two-thirds (2/3) of the Common Elements, and the approval of all record owners of mortgages upon the Units, are obtained at the meeting or within thirty (30) days thereafter, then the approving Owners shall have an option to buy all of the Units of the Owners not approving of termination, said option to continue for a period of sixty (60) days from the date of such meeting. Approval by a Unit Owner, or of a mortgagee holding a mortgage encumbering a Unit, shall be irrevocable until expiration of the aforerecited option to purchase the Unit of Owners not so approving, and if the option to purchase such Unit is exercised, then such approval shall be irrevocable. The option to purchase the Units owned by Unit Owners not approving of termination shall be exercised upon the following terms:

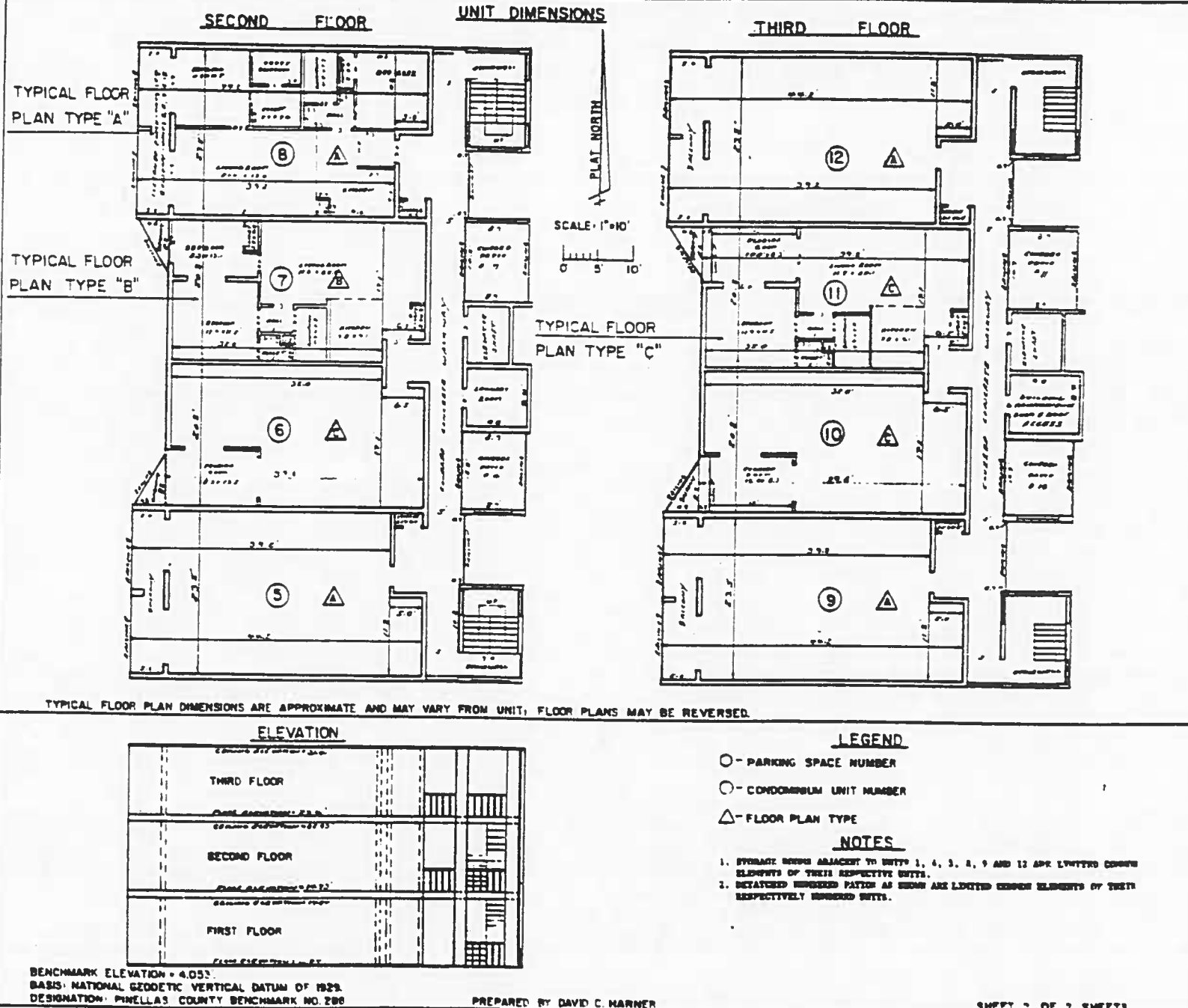
(a) Exercise of Option. The option shall be exercised by delivering or mailing by registered mail to each of the record Owners of the Units to be purchased an agreement to purchase signed by the record Unit Owners who will participate in the purchase. Such agreement shall indicate which Units will be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

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

GULFBAY PASS-A-GRILLE CONDOMINIUM

CITY OF ST. PETERSBURG BEACH, PINELLAS COUNTY, FLORIDA

SECTION 18, TOWNSHIP 32 SOUTH, RANGE 16 EAST



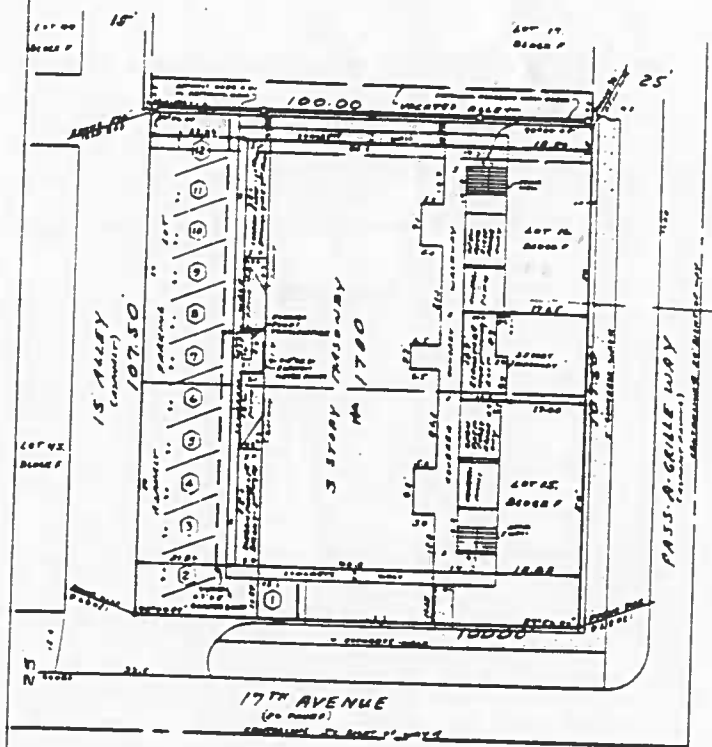
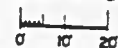
GULFBAY PASS-A-GRILLE CONDOMINIUM

CITY OF ST. PETERSBURG BEACH, PINELLAS COUNTY, FLORIDA

SECTION 18, TOWNSHIP 32 SOUTH, RANGE 16 EAST

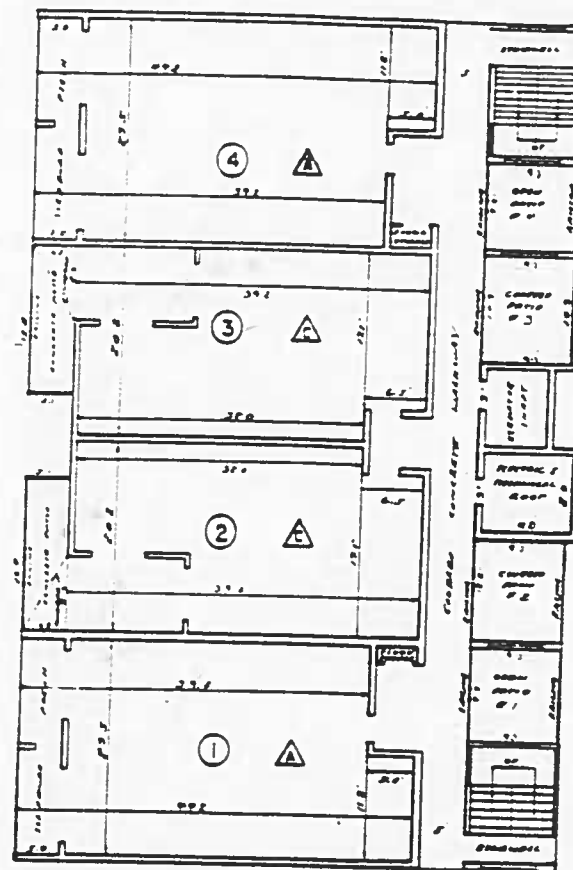
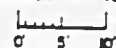
PLOT PLAN

SCALE: 1" = 20'



FIRST FLOOR UNIT DIMENSIONS

SCALE: 1" = 10'



LEGAL DESCRIPTION:

LOTS 15 AND 16, TOGETHER WITH THE SOUTH 7.30 FEET OF VACATED ALLEY LYING NORTH OF SAID LOT 16, BLOCK 7, PHILLIPS DIVISION OF PASS-A-GRILLE CITY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 26 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

NOTE: THE DRAWING SHOWS ONLY ELEVATIONS INDICATED HEREON AND NOT THE LOCATION OF UNDERGROUND FOUNDATION AND/OR IMPROVEMENTS, IF ANY, AND OTHER RESTRICTIONS AFFECTING THIS PROPERTY MAY EXIST UNDER THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY ON THIS 14th DAY OF JANUARY, 1993, THAT A SURVEY WAS MADE OF THE LANDS HEREIN AND DESCRIBED HEREIN, AND SO FURTHER CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SPECIFIED IN THIS CONDOMINIUM PLAT OF GULFBAY PASS-A-GRILLE CONDOMINIUM IS SUBSTANTIALLY COMPLETE SO THAT THIS MATERIAL TOGETHER WITH THE PROVISIONS OF THE DECLARATION RELATING TO MATTERS OF SURVEY DESCRIBED IN THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH CONDOMINIUM UNIT CAN BE DETERMINED FROM SAID MATERIALS; AND THAT THE SURVEY REPRESENTED HEREON MEETS THE REQUIREMENTS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 81, PART 1, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 473.027, FLORIDA STATUTES, AS AMENDED.

DAVID C. BARNER
PROFESSIONAL LAND SURVEYOR #2630
4923 18th AVENUE NORTH
GULFBAY, FLORIDA 33707

PREPARED BY DAVID C. BARNER

SHEET 1 OF 2 SHEETS

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of GULFBAY PASS-A-GRILLE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on May 3, 1993, as shown by the records of this office.

The document number of this corporation is N93000002002.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Third day of May, 1993



CR2EO22 (2-91)

Jim Smith
Secretary of State

EXHIBIT "C" TO DECLARATION OF CONDOMINIUM

BY-LAWS

OF

GULFBAY PASS-A-GRILLE

1. IDENTITY

These are the By-Laws of GULFBAY PASS-A-GRILLE CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association", a corporation not for profit created and existing under the laws of the State of Florida. These By-Laws are adopted for the purpose of governing the Association and incorporate by reference the terms and conditions of the Articles of Incorporation of the Association and of the Declaration of Condominium of GULFBAY PASS-A-GRILLE CONDOMINIUM, referred to therein.

1.1 Office. The office of the Association shall be located at 8486 Seminole Boulevard, Seminole, Florida 34642.

1.2 Fiscal Year. The fiscal year of the Association shall be as determined by the Board of Directors.

1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "corporation not for profit", and the year of incorporation.

2. MEMBERS' MEETINGS

2.1 Annual Meeting. The annual members' meeting shall be held at the office of the Association unless otherwise designated by the Board of Directors, on the third Monday of November. Provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday. Such annual members' meetings shall be for the purpose of electing directors and transacting any other business of the Association authorized to be transacted by the members.

2.2 Special Meetings. Special members' meetings shall be held whenever called by the President or by a majority of the Board of Directors, and must be called by such officer upon receipt of a written request from members entitled to cast ten percent (10%) of the votes of the entire membership.

2.3 Notice. Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Secretary/Treasurer, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than fourteen (14) nor more than forty-five (45) days prior to the date of the meeting. Proof of such mailing shall be as provided in the Condominium Act. Notice of meetings may be waived before or after meetings. Notice of meetings shall also be posted in a conspicuous place on the Condominium Property at least fourteen (14) consecutive days in advance of a meeting; or, in the case of a special meeting, at the time notice is given, if this date is less than fourteen (14) days before said meeting.

EXHIBIT "D" TO DECLARATION OF CONDOMINIUM

LAW OFFICES OF

DeLOACH & HOFSTRA, P.A.

8486 SEMINOLE BLVD.
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2.9 Minutes. Minutes of all meetings of members shall be kept in a business-like manner and available for inspection by members, or their authorized representatives, and directors at all reasonable times. Said minutes shall be retained by the Association for at least seven (7) years.

3. DIRECTORS

3.1 Membership. The affairs of the Association shall be managed by a Board of Directors who shall be members of the Association, excepting that the first Board of Directors shall consist of three (3) directors who need not be members of the Association. Subject to the above, the Board of Directors may from time to time increase or decrease the number of persons to serve on the Board of Directors, provided, however, that the Board of Directors shall always consist of an odd number of members, and provided, further, that there shall never be less than three (3) directors on the Board of Directors. Any increase or decrease in the number of members on the Board of Directors shall be effectuated at least thirty (30) days prior to a regular annual election of the Board of Directors, and such change in number shall be effective as of the date of the next regular election. The term of the first Board of Directors or their replacements, shall continue until Developer is required by law to relinquish control, or voluntarily relinquishes control, of the Association.

3.2 Election. Election of directors shall be conducted in the following manner:

(a) Election of directors shall be held at the annual members' meeting, commencing with the annual meeting on the third Monday in November following the year in which Developer relinquishes control of the Association. Election of directors thereafter shall be at each year's annual meeting. Notwithstanding the preceding two sentences, when members other than Developer own fifteen (15%) percent of the Units that will be operated ultimately by the Association, the members other than Developer shall elect no less than one-third (1/3) of the directors. Said election shall be conducted at a special members' meeting which may be called by any member if the Association fails to do so.

(b) The election shall be by ballot and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(c) Except as to vacancies created by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

(d) Any director may be removed, with or without cause, in accordance with the provisions of the Condominium Act.

(e) Provided, however, that until Developer has relinquished control of the Association, the first directors of the Association, other than the director elected pursuant to the third sentence of 3.2(a) above, shall serve, and in the event of vacancies, the remaining directors shall fill the

vacancies, and if there are no remaining directors, the vacancies shall be filled by Developer.

(f) Notwithstanding anything contained herein to the contrary, the noticing of meetings at which directors shall be elected shall be in accordance with the provisions of the Condominium Act.

3.3 Term. The term of each director's service, subject to the provisions of 3.2(f) above, 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.

3.4 Organization Meeting. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.5 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least seven (7) days prior to the day named for such meeting.

3.6 Special Meetings. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary/Treasurer at the written request of one-third (1/3) of the directors. Except in an emergency, not less than forty-eight (48) hours' notice of the meeting shall be given personally or by mail, telephone, or telegraph, which notice shall state the time, place, and purpose of the meeting.

3.7 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

3.8 Members. Meetings of the Board of Directors shall be open to all members. Notice of all meetings which shall contain an agenda of the meeting, shall be posted in a conspicuous place on the Condominium Property at least forty-eight (48) consecutive hours in advance of a meeting, except in an emergency. Notice of any meeting where Assessments against the Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and a statement concerning the nature of any such Assessments.

3.9 Quorum. A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation of the Association, or these By-Laws.

3.10 Adjourned Meeting. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. Notice of an adjourned meeting shall be given as provided herein.

3.11 Joinder in Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for all purposes other than determining a quorum.

3.12 Presiding Officer. The presiding officer of directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if not, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

3.13 Order of Business. The order of business at directors' meetings shall be:

- (a) Calling of roll.
- (b) Proof of due notice of meeting.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers and committees.
- (e) Election of officers.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

3.14 Fee. A director shall not be entitled to, nor paid any fee for his services as a director.

3.15 Minutes. Minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by members, or their authorized representatives, and directors at any reasonable time. The Association shall retain said minutes for not less than seven (7) years.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under The Condominium Act, the Declaration of Condominium, the Articles of Incorporation of the Association, and these By-Laws, shall be exercised exclusively by the Board of Directors, its contractors or employees, subject only to approval by members where such approval is specifically required. Without limiting the powers and duties of the Board of Directors, it shall have the following express powers, in addition to all others herein granted, and provided for by the Declaration of Condominium and The Condominium Act, to-wit:

(a) To enter into a management contract, providing for the management of the Condominium Property.

(b) To enter into contracts for the purpose of making available to the Unit Owners and residents of the Units such services as, security guard systems and cable television service, and similar services.

(c) To charge, assess and collect fees, charges, Assessments, including reserves for the Condominium, and to enforce the collection according to the Declaration of Condominium and the exhibits thereto and as allowed by law.

5. OFFICERS

5.1 Officers. The officers of the Association shall be a President, who shall be a director, a Vice President, and a Secretary/Treasurer, all of whom shall be elected annually by the Board of Directors, and such other officers as the Board of Directors may, from time to time, designate. Any officer may be removed peremptorily, without cause, by a vote of two-thirds (2/3) of the directors present at any duly constituted meeting. Any person may hold more than one (1) office, except that the same person shall not hold the office of President and Secretary/Treasurer. A vacancy in any office shall be filled by the Board of Directors.

5.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to, the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

5.3 Vice-President. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors.

5.4 Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association. He shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to his office and as required by the directors or the President.

5.5 Compensation. No compensation shall be paid to any officer of the Association. No officer who is a designee of Developer shall receive any compensation for his services as an officer.

6. FISCAL MANAGEMENT

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

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be Common Expenses:

(a) Current expenses which shall include, all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies

and working funds, except expenditures chargeable to reserves, to additional improvements or to operations.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the Common Elements.

(e) Operations, which shall include gross revenues from the use of Common Elements and from other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation shall be used to reduce the Assessments for current expense for the year during which the surplus is realized, or, at the discretion of the Board of Directors, in the year following the year in which the surplus is realized. Losses from operations shall be met by special Assessments against Unit Owners, which Assessments may be made in advance in order to provide a working fund.

6.2 Budget.

(a) The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the Common Expense and to provide and maintain funds for reserves. A copy of the proposed budget shall be mailed to each Unit Owner not less than fourteen (14) days prior to the meeting at which it is to be considered, together with a notice of that meeting.

(b) In the event that an adopted budget requires Assessments against the Unit Owners in any calendar or fiscal year exceeding one hundred fifteen (115%) percent of the Assessments against the Unit Owners for the preceding year, then in that event, the Board of Directors shall, upon the written application of ten (10%) percent of the Unit Owners, call a special meeting of the Unit Owners. Said meeting shall be held within thirty (30) days from the date the Board of Directors receives the Unit Owners' application. At said special meeting, the Unit Owners shall consider and adopt a budget. Adoption of a budget by the Unit Owners shall require the approval of a majority of all Unit Owners. In determining whether Assessments against the Unit Owners exceed one hundred fifteen (115%) percent of the Assessments against Unit Owners for the preceding year, any authorized provisions for: reasonable reserves for repair or replacement of the Condominium Property; anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis; or assessments for betterments to the Condominium Property shall be excluded from the computation.

6.3 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made not less frequently than quarterly. Such Assessments shall be due and

payable in installments as determined by the Board of Directors. If an Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior Assessment, and payments on such Assessment shall be due and payable in the same manner as the prior Assessment. In the event the Assessment proves to be insufficient, the budget and Assessment may be amended at any time by the Board of Directors. Unpaid Assessments for the remaining portion of the fiscal year for which an amended Assessment is made shall be payable as determined by the Board of Directors. Provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum Assessment in case of any immediate need or emergency.

6.4 Acceleration of Assessment Installments upon Default. If a Unit Owner shall be in default in the payment of an Assessment or an installment upon an Assessment, the Board of Directors may accelerate the remaining balance of the Assessment as provided in the Condominium Act.

6.5 Depository. The depository of the Association shall be such bank or savings and loan association as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the directors, provided that a management agreement may include in its provisions authority in a designated agent to sign checks on behalf of the Association for payment of the obligations of the Association.

6.6 Bonding. Fidelity bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in such an amount as shall be required by the Condominium Act. The premiums on such bonds shall be paid by the Association as a Common Expense.

6.7 Audit. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors. A copy of any audit report received as a result of an audit shall be furnished to each member of the Association not later than thirty (30) days after its receipt by the Board of Directors. The audit, as used herein, is not intended to be a certified audit, but need only be a summation of the year's transactions.

7. PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium, the Articles of Incorporation of the Association, or these By-Laws.

8. AMENDMENTS

8.1 Resolution. A resolution for the adoption of a proposed amendment to these By-Laws may be proposed by either the Board of Directors or by the members. Members may propose such an amendment by instrument in writing directed to the President or Secretary/Treasurer of the Board signed by not less than twenty (20%) percent of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board of Directors at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President or,

in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary/Treasurer at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) Not less than two-thirds (2/3) of the entire membership of the Board of Directors and by not less than fifty-one (51%) percent of the votes of the entire membership of the Association; or

(b) Not less than two-thirds (2/3) of the votes of the entire membership of the Association; or

(c) Until the first election of directors of the Association, and so long as the initial directors designated in the Certificate of Incorporation of the Association shall remain in office, proposal of an amendment and approval thereof shall require only the affirmative action of all of the said original directors, and no meeting of the Unit Owners nor any approval thereof need be had.

8.2 Proviso.

(a) 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. No amendment shall be made that is in conflict with the Articles of Incorporation of the Association or the Declaration of Condominium.

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

8.3 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration of Condominium and By-Laws, which certificate shall be executed by the Association with the formalities of a deed. The amendment shall be effective when such certificate shall be annexed to and recorded with an amendment to the Declaration of Condominium.

8.4 Errors. Nonmaterial errors or omissions in the By-Law amendment process shall not invalidate an otherwise properly promulgated amendment.

PINELLAS COUNTY FLA.
OFF.REC.BK 8272 PG 2008

The foregoing were adopted as the By-Laws of the Association
at the first meeting of the Board of Directors on the 11th day
of May, 1993.

Approved:



President



Secretary/Treasurer

condos\gulfbay\bylaws

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GULFBAY PASS-A-GRILLE CONDOMINIUM

CONSENT OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS that UNITED BANK OF PINELLAS,
the holder of a mortgage on the following described lands:

Lots 15 and 16, together with the South 7.50 feet of
vacated alley lying North of said Lot 16, Block F,
PHILLIPS DIVISION OF PASS-A-GRILLE CITY, according to the
plat thereof as recorded in Plat Book 4, Page 26, of the
Public Records of Pinellas County, Florida.

does hereby consent to the Declaration of Condominium of GULFBAY
PASS-A-GRILLE CONDOMINIUM.

IN WITNESS WHEREOF, this Consent of Mortgagee has been
executed the 6 day of May, 1993.

Witnesses:

Cathy Malone
(Witness signature)
Cathy Malone
(Print/Type Witness Name)

UNITED BANK OF PINELLAS
By: Covington Sharp
Its VP
Print Name: Covington Sharp

Terry Evensen
(Witness signature)
Terry Evensen
(Print/Type Witness Name)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this
6th day of May, 1993, by Covington Sharp, as
Vice President of UNITED BANK OF PINELLAS, on behalf of
the banking institution. He/she is (personally known) to me or has
produced _____

_____ as identification
and who () did or () did not take an oath.

Terry Evensen
(Signature of Notary)
Terry Evensen
(Name of notary, printed or stamped)

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 01/04/1993
BONDED THRU AGENT'S NOTARY BOOK (Serial Number, if any)

EXHIBIT "E" TO DECLARATION OF CONDOMINIUM

condos\gulfbay\exhibit.e

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RULES AND REGULATIONS
FOR
GULFBAY PASS-A-GRILLE CONDOMINIUM

The following Rules and Regulations adopted in accordance with the Declaration of Condominium of Gulfbay Pass-a-Grille, a Condominium, shall continue in effect until amended by the Board of Directors of Gulfbay Pass-a-Grille Condominium Association, Inc. (the "Association").

1. No articles shall be placed upon the common elements of the condominium property.
2. The common elements of the condominium property shall not be obstructed in any manner and shall be kept free and clear of rubbish, debris, and other unsightly or unsanitary material.
3. Fire exits shall not be obstructed in any manner.
4. No articles shall be hung or shaken from any unit onto the common elements of the condominium property.
5. No unit owner shall throw, sweep, or allow to fall, any article from his unit onto the common elements of the condominium property.
6. No article shall be attached to, erected upon, installed, or affixed to the exterior walls, exterior doors, or roof of a unit or upon the other common elements of the condominium property.
7. No inflammable, combustible, or explosive substance shall be kept in any unit or storage area or upon the common elements of the condominium property, except such substances that are required for normal household use.
8. Parking:
 - (a) No vehicle which cannot operate on its own power shall remain on the condominium property for more than forty-eight (48) hours.
 - (b) No vehicle shall be repaired on the condominium property.
 - (c) No trucks, trailers, mobile homes, vans, campers, buses, or similar vehicles shall be parked on the condominium property.
 - (d) No boats, rafts, canoes, or other similar craft shall be allowed on the condominium property.
 - (e) All parking facilities shall be used in accordance with regulations adopted by the Board of Directors of the Association.
9. Refuse and garbage shall be deposited only in the area(s) provided therefor.

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10. No unit owner shall make or permit any disturbing noises, nor do or permit anything that will interfere with the rights, comforts or conveniences of the other unit owners.

11. Employees of the Association shall not be sent off the condominium property by any unit owner at any time for any purpose, nor shall any unit owner direct, supervise, or in any manner attempt to assert any control over the employees of the Association.

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

13. As used herein, the term unit owner shall apply to the unit owner, his guests, his invitees, his licensees, his servants, his employees, his agents, his lessees, and his family.

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

15. Those unit owners who violate these rules shall be responsible for all costs incurred by the Association, including court costs and a reasonable attorney's fee, in the process of rectifying the non-compliance. These costs shall also include the removal of all articles, vehicles, and substances from the condominium property which were placed thereon in violation of these rules.

16. The designated portion of the common elements upon which notices of meetings shall be posted is the wall on the first floor adjacent to the elevator.

17. Each unit owner requesting to speak or comment on any specific item listed in the agenda for any meeting of the Association shall submit, in writing, to the Board of Directors, at least twenty-four (24) hours prior to the opening of the meeting, the statement or comment he/she desires to make at the meeting. The speaker will be allowed a maximum of three (3) minutes for his/her comments.

18. Each unit owner requesting to either audio or video record any meeting of the Association shall submit, in writing, a request to do so at least twenty-four (24) hours prior to the opening of the meeting and agree, in writing, to the following standards:

- | | | |
|----|---|-------------------|
| A. | I agree that the recording equipment shall not produce distracting sound or light during the meeting | Initials
_____ |
| B. | I agree that all equipment shall be stationary when assembled and shall be assembled prior to the commencement of the meeting | _____ |

C. I agree and understand that I will not be permitted to move about the meeting room in order to facilitate the recording

D. I agree and understand that a written request to record must be submitted and approved by the Board of Directors at least twenty-four (24) hours prior to the commencement of the meeting

E. I agree to allow the Association the right to copy the audio or video tape, in its entirety, at the discretion of the Board of Directors and the cost of the Association if requested, in writing, from the Board of Directors

19. To implement the provisions of Paragraph 17.4 of the Declaration of Condominium, the following procedure is adopted:

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

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

2. A statement of the provisions of the Declaration of Condominium, Association bylaws, or Association rules which have allegedly been violated; and

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

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

(c) The hearing shall be held before a committee of other unit owners.

condos\gulfbay\rules

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

GULFBAY PASS-A-GRILLE CONDOMINIUM ASSOCIATION, INC.

The undersigned do hereby associate themselves for the purpose of forming a corporation not for profit as allowed by Chapter 718 and Chapter 617 of the Florida Statutes. Pursuant to the provisions and laws of the State of Florida, we certify as follows:

1. NAME.

The name of the corporation shall be GULFBAY PASS-A-GRILLE CONDOMINIUM ASSOCIATION, INC. Hereinafter the corporation shall be referred to as the "Association", with its principal registered office located at 8486 Seminole Boulevard, Seminole, Florida 34642. The Board of Directors may, from time to time, move the principal office to any other address in Florida.

2. PURPOSE.

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes 1979, or as thereafter amended, hereinafter called "The Condominium Act," for the operation of GulfBay Pass-A-Grille, a Condominium, hereinafter called "Condominium", to be created pursuant to the provisions of The Condominium Act.

3. POWERS.

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

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

3.2 The Association shall have all of the powers and duties set forth in The Condominium Act and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration of Condominium as originally recorded or as it may be amended from time to time.

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

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

EXHIBIT "C" TO DECLARATION OF CONDOMINIUM

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3.5 The Association shall have the power and authority to levy, charge, assess and collect fees, charges and assessments from the Unit Owners as allowed by the Declaration of Condominium.

3.6 The Association shall have no power to declare dividends, and no part of its net earnings shall inure to the benefit of any member or director of the Association or to any other private individual. The Association shall have no power or authority to engage in activities which consist of carrying on propaganda or otherwise attempting to influence legislation or to participate in, or intervene in, any Political campaign on behalf of any candidate for public office.

3.7 The Association shall have no capital stock.

4. MEMBERSHIP.

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

4.2 Membership shall be acquired by recording in the Public Records of Pinellas County, a deed or other instrument establishing record title to a Unit in the Condominium, the Owner designated by such instrument thus becoming a member of the Association, and the membership of the prior Owner being thereby terminated, provided, however, any party who owns more than one (1) Unit shall remain a member of the Association so long as he shall retain title to or a fee ownership interest in any Unit.

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

4.4 On all matters upon which the member shall be entitled to vote, the member shall be entitled to one (1) vote. If a Unit Owner owns more than one (1) Unit, he shall be entitled to one (1) vote for each Unit owned. The vote for each Unit shall not be divisible. Said votes may be exercised or cast in such manner as may be provided in the By-Laws of the Association.

4.5 Developer shall be a member of the Association and shall be allowed the votes for each Unit owned by Developer.

5. EXISTENCE.

The Association shall have perpetual existence.

6. SUBSCRIBERS.

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

NAME	ADDRESS
Joseph Janoscik	1700 Pass-A-Grille Way, #2 St. Petersburg Beach, FL 33706
Dorothy M. Welch	9425 Blind Pass Road St. Petersburg Beach, FL 33706
William M. Welch	6441 Fourth Palm Point St. Petersburg Beach, FL 33706

LAW OFFICES OF

DeLOACH & HOFSTRA, P.A.

8486 SEMINOLE BLVD.
P. O. BOX 3390
SEMINOLE, FL 34642

PHONE: (813) 397-5571
FAX: (813) 397-5572

7. OFFICERS.

PINELLAS COUNTY FLA.
OFF.REC.BK 8272 PG 1995

The affairs of the Association shall be administered by a President, a Vice President, a Secretary/Treasurer, and such other officers as the Board of Directors may from time to time designate. Any person may hold two (2) offices, excepting that the same person shall not hold the office of President and Secretary/Treasurer. Officers of the Association shall be those set forth herein or elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

NAME	ADDRESS
Joseph Janoscik, President	1700 Pass-A-Grille Way, #2 St. Petersburg Beach, FL 33706
Dorothy M. Welch, Vice President	9425 Blind Pass Road St. Petersburg Beach, FL 33706
William M. Welch, Secretary/Treasurer	6441 Fourth Palm Point St. Petersburg Beach, FL 33706

8. DIRECTORS.

8.1 The affairs of the Association shall be managed by a Board of Directors who shall be members of the Association. All officers of a corporate Unit Owner, all partners of a general partnership Unit Owner, and the general partner(s) of a limited partnership Unit Owner shall be deemed to be members of the Association so as to qualify to be a director. Provided, however, that the first Board of Directors shall consist of three (3) directors who need not be members of the Association, and thereafter the membership of the Board of Directors shall consist of not less than three (3) directors; provided, however, that the Board of Directors shall consist of an odd number of members.

8.2 Directors of the Association shall be elected at the annual meeting of the members in the manner provided by the By-Laws of the Association. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws of the Association.

8.3 The first election of directors shall be held when required by the Condominium Act. The directors named in these Articles shall serve until the first election of directors, and any vacancies in office occurring before the first election shall be filled by the remaining directors. Any such successor directors need not be members of the Association.

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

NAME	ADDRESS
Joseph Janoscik	1700 Pass-A-Grille Way, #2 St. Petersburg Beach, FL 33706
Dorothy M. Welch	9425 Blind Pass Road St. Petersburg Beach, FL 33706
William M. Welch	6441 Fourth Palm Point St. Petersburg Beach, FL 33706

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9. INDEMNIFICATION.

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceedings or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance, malfeasance, or nonfeasance, in the performance of his duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such director or officer may be entitled.

10. BY-LAWS.

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

(a) approval of two-thirds (2/3) of the entire membership of the Board of Directors and by fifty-one (51%) of the votes of the entire membership of the Association; or

(b) approval of two-thirds (2/3) of the votes of the entire membership of the Association; or

(c) approval of all of the directors, as long as the original directors named in these Articles of Incorporation remain in office.

11. AMENDMENT.

These Articles of Incorporation shall be amended in the following manner:

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

11.2 A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors or by the members of the Association. A member may propose such an amendment by instrument in writing directed to any member of the Board of Directors signed by not less than ten (10%) percent of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board of Directors at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and members not present in person at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the Secretary/Treasurer at or prior to the meeting. Except as provided herein, such approval must be either by:

(a) Not less than two-thirds (2/3) of the entire membership of the Board of Directors and by not less than fifty-one (51%) percent of the votes of the entire membership of the Association; or

(b) Not less than two-thirds (2/3) of the votes of the entire membership of the Association.

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11.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, nor any change in Article 3.3, without approval in writing by all members and the joinder of all record owners of mortgages on the Units. No amendment shall be made that is in conflict with The Condominium Act or the Declaration of Condominium. No amendment shall be made without the consent and approval of Developer so long as it shall own any Units in the Condominium.

11.4 A copy of each amendment shall be filed with the Secretary of State, pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of Pinellas County, Florida.

12. RESIDENT AGENT

The corporation hereby appoints Peter T. Hofstra, located at 8486 Seminole Boulevard, Seminole, Florida, as its Resident Agent to accept service of process within this State.

IN WITNESS WHEREOF, the Subscribers have affixed their signatures hereto this 23rd day of April, 1993.

Signed, Sealed and Delivered
in the presence of:

Peter T. Hofstra
Siona G. Vujakovich
Tiona G. Vujakovich
Monique Savoie-Walton
Veronica Hughes
Veronica Hughes
Monique Savoie-Walton
Veronica Hughes
Veronica Hughes

JOSEPH JANOSCIK

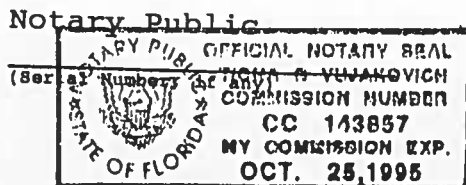
DOROTHY M. WELCH

WILLIAM M. WELCH

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 20th day of April, 1993, by JOSEPH JANOSCIK, who is personally known to me or has produced Florida Driver's License Number J522-480-43-090-0 as identification and who (☐) did or (☒) did not take an oath.

Siona G. Vujakovich
(Signature of Notary)
TIONA G. VUJAKOVICH
(Name of notary, printed or stamped)



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FAX: (813) 393-5418

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this
23 day of April, 1993, by DOROTHY M. WELCH, who is
personally known to me or has produced personally known
identification and who () did or (☒) did not take an oath. as

Monique Savie-Walton
(Signature of Notary) NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MONIQUE SAVOIE WALTON MY COMMISSION EXPIRES AUGUST 20, 1994
(Name of notary, printed or stamped) BONDED THRU AGENT'S NOTARY BROKERAGE

Notary Public

(Serial Number, if any)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this
23 day of April, 1993, by WILLIAM M. WELCH, who is
personally known to me or has produced personally known
identification and who () did or (☒) did not take an oath. as

Monique Savie-Walton
(Signature of Notary) NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MONIQUE SAVOIE-WALTON MY COMMISSION EXPIRES AUGUST 20, 1994
(Name of notary, printed or stamped) BONDED THRU AGENT'S NOTARY BROKERAGE


Notary Public

(Serial Number, if any)

FILED
1993 MAY -3 PM 2:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACCEPTANCE OF RESIDENT AGENT

Having been named to accept service of process for the above
named corporation, at the place designated in these Articles of
Incorporation, I hereby accept to act in this capacity, and agree
to comply with the provisions of the laws of the State of Florida
relative to keeping open said office.



Resident Agent

condos\gulfbay\articles

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PROVINCE OF ONTARIO)
COUNTY OF YORK)

PINELLAS COUNTY FLA.
OFF.REC.BK 8272 PG 1987

The foregoing instrument was acknowledged before me this
11th day of MAY, 1993, by JOSEPH JANOSCIK, as
President of GULFBAY OF PASS-A-GRILLE, INC., a Florida corporation,
on behalf of the corporation. He is personally known to me or has
produced _____

and who () did or (☒) did not take an oath. _____ as identification

(Signature of Notary)

RUDY JANOSCIK
(Name of notary, printed or stamped)

Notary Public

(Serial Number, if any)

NO EXPIRY

condoo\gulfbay\declaration

GULFBAY PASS-A-GRILLE CONDOMINIUM

Legal Description of Condominium Property

Lots 15 and 16, together with the South 7.50 feet of vacated alley lying North of said Lot 16, Block F, PHILLIPS DIVISION OF PASS-A-GRILLE CITY, according to the plat thereof as recorded in Plat Book 4, Page 26, of the Public Records of Pinellas County, Florida.

EXHIBIT "A" TO DECLARATION OF CONDOMINIUM

condos\gulfbay\exhibit.a

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GULFBAY PASS-A-GRILLE CONDOMINIUM

Proportionate Ownership Schedule of Common Elements and Common Surplus

<u>Unit #</u>	<u>Proportion</u>
2, 3, 6, 7, 10, 11	783/10,560 each
1, 4, 5, 8, 9, 12	977/10,560 each

The above percentages were calculated by dividing the total square footage of each Unit by the total square footage of all Units in the Condominium, with minimal rounding off used in order to achieve a 100% distribution. Units 2, 3, 6, 7, 10 and 11 each contain approximately 783 square feet, and Units 1, 4, 5, 8, 9, and 12 each contain approximately 977 square feet.

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM

condos\gulfbay\exhibit.b

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