

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT 131 PAGES 18-34

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
Thomas M. Little, Esquire  
Foley & Lardner  
Post Office Box 3391  
Tampa, Florida 33601

**DECLARATION OF CONDOMINIUM**  
**OF**  
**SUNSET PARADISE, A CONDOMINIUM**

**TABLE OF CONTENTS**

1. NAME..... 4

2. DEFINITIONS..... 4

3. PROPERTY SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP ..... 8

4. UNIT IDENTIFICATION ..... 10

5. EASEMENTS AND RIGHTS OF ACCESS..... 10

6. DEVELOPER’S UNITS AND PRIVILEGES ..... 12

7. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS..... 13

8. PERCENTAGE OF OWNERSHIP OF COMMON EXPENSES AND COMMON SURPLUS..... 14

9. COMMON EXPENSES AND COMMON SURPLUS..... 14

10. GOVERNING BODY ..... 15

11. MEMBERSHIP IN THE ASSOCIATION..... 15

12. AMENDMENT OF DECLARATION ..... 17

13. TYPE OF OWNERSHIP ..... 18

14. ASSESSMENTS, LIABILITY, LIEN, INTEREST, COLLECTION ..... 19

15. MAINTENANCE ..... 21

16. ENFORCEMENT OF MAINTENANCE..... 24

17. INSURANCE..... 24

18. CONDEMNATION AND EMINENT DOMAIN ..... 29

19. MAINTENANCE OF COMMUNITY INTEREST ..... 31

20. RESTRAINT UPON SEPARATION AND PARTITION ..... 32

21. USE RESTRICTIONS..... 32

22. DEVELOPER’S RIGHTS DURING DEVELOPMENT PERIOD..... 35

23. COVENANTS ..... 35

24. INVALIDATION AND OPERATION ..... 36

25. INTERPRETATION..... 36

26. HURRICANE SHUTTERS ..... 36

27. CONSENT BY MORTGAGEES ..... 36

28. NOTICE TO INSTITUTIONAL MORTGAGEES..... 37

29. ADDITIONAL RIGHTS OF INSTITUTIONAL MORTGAGEES ..... 37

30. SECURITY..... 37

31. TERMINATION..... 38

**DECLARATION OF CONDOMINIUM**  
**OF**  
**SUNSET PARADISE, A CONDOMINIUM**

This DECLARATION OF CONDOMINIUM of Sunset Paradise, a Condominium (the "Declaration") is made this 5<sup>th</sup> day of December, 2003, by SUNSET PARADISE, LLC, a Florida limited liability company (the "Developer"), for itself, its successors, grantees and assigns:

**WITNESSETH:**

WHEREAS, Developer is the owner in fee simple of certain real property, lying and being situated in Pinellas County, Florida, as more particularly set forth in Exhibit A attached hereto, which lands are herein called "the Land", subject to reservations, restrictions and easements of record; and

WHEREAS, the Developer has constructed three (3) residential buildings, housing a total of seventeen (17) residential Condominium Units and related facilities on a portion of the Land described on Exhibit A and desires to submit it to condominium ownership pursuant to Chapter 718, Florida Statutes, the Condominium Act, as it exists on the date hereof.

NOW, THEREFORE, the Developer makes the following declarations:

1. NAME. The name by which this Condominium is to be identified is Sunset Paradise, a Condominium.

2. DEFINITIONS. For all purposes in this Declaration and for all purposes in the Articles of Incorporation and Bylaws of Sunset Paradise Condominium Association, Inc., a Florida corporation not for profit, the following words shall have the definitions as hereinafter stated, to-wit:

(a) Articles. The Articles of Incorporation of the Association, as same may be amended from time to time.

(b) Assessments. Assessment means a share of the funds required for the payment of Common Expenses, which from time to time are assessed against the Condominium and its Unit Owner.

(c) Association. Association means Sunset Paradise Condominium Association, Inc., a Florida corporation not for profit, which is responsible for the operation of the Condominium, the Common Elements (as defined hereafter) and the Common Facilities (as defined hereafter), its successors and assigns.

(d) Board of Directors or Board. The Board of Directors or other representative body responsible for administration of the Association.



(e) Building. Any building contained within the Condominium Property from time to time as herein provided.

(f) Bylaws. The Bylaws of the Association as may be amended from time to time.

(g) Common Elements. Common Elements mean that portion of the Condominium Property not included in the Condominium Units, and all other property declared as Common Elements in the Condominium Act and this Declaration, specifically, including, but not limited to, those items set forth in Paragraph 7 of this Declaration.

(h) Common Facilities or Association Property. Any real property or improvements thereon and any personal property owned by the Association for the use and benefit of the Unit Owners.

(i) Common Expenses. All expenses and assessments properly incurred by the Association for the Condominium.

(j) Common Surplus. The excess of all receipts of the Association collected on behalf of the Condominium, including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements, over the Common Expenses.

(k) Condominium. Sunset Paradise, a Condominium, which is formed pursuant to this Declaration.

(l) Condominium Form of Ownership. That form of ownership of real property created pursuant to the provisions of Chapter 718, *Florida Statutes*, the "Condominium Act", and which is composed of Condominium Units that may be owned by one or more persons and, appurtenant to each Condominium Unit, an undivided share in the Common Elements.

(m) Condominium Act. Chapter 718, *Florida Statutes*, as it exists on the date hereof, which is incorporated herein by reference. All provisions thereof shall apply to this Condominium.

(n) Condominium Parcel. The Condominium Unit, together with the undivided share in the Common Elements appurtenant thereto.

(o) Condominium Unit or Unit. That part of the Condominium Property which is subject to exclusive ownership.

(p) Condominium Property. The lands, leaseholds and personal property that are submitted to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto provided by the Developer intended for use in connection with the Condominium.

(q) Declaration or Declaration of Condominium. The instrument or instruments by which this Condominium is created, as they are from time to time amended.

(r) Developer. Developer means SUNSET PARADISE, LLC, a Florida limited liability company, its successors or assigns, or any other person who creates the Condominium or offers Condominium Parcels for sale or lease in the ordinary course of business, but does not include an owner or lessee of a Condominium Unit who has acquired his or her Unit for his or her own occupancy.

(s) Institutional Mortgagee. Shall include any bank, federal savings and loan association, a state savings and loan association, an institutional investor, mortgage banker, the Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation, federal or state agency, insurance company and/or a real estate investment trust or any other similar type of lender generally recognized as an institutional-type lender holding a mortgage on one or more Condominium Units or all or part of the Condominium Property and the successors and/or assigns of such entities.

(t) Limited Common Elements. Those common elements which are reserved for the use of a Condominium Unit(s), as specified herein, to the exclusion of all others. The Limited Common Elements appurtenant to each Condominium Unit shall include but not be limited to (i) two (2) parking spaces for each residential Condominium Unit, (ii) the lanai areas, if any, adjacent to each residential Condominium Unit, which lanais are depicted in the Survey, Graphic Description and Plot Plan described in Exhibit B, (iii) any air conditioning and heating system exclusively serving that Condominium Unit which is located outside of the Condominium Unit, which shall be Limited Common Elements for the exclusive use of the Condominium Unit that they serve and (iv) those areas or facilities designated as Limited Common Elements on the Survey, Graphic Description and Plot Plan contained in Exhibit B. Each Condominium Unit shall have the exclusive right to use the parking spaces labeled with the same Unit number as the Unit owned by the Unit Owner (as shown on Exhibit B attached hereto and made a part hereof). The Limited Common Elements shall be maintained by the Association, except as set forth in Paragraph 15(b) hereof, the cost of which shall be a Common Expense of the Association.

(u) Management Agreement. The agreement, if any, which provides for management of the Condominium Property and the Common Elements.

(v) Member. An owner of a fee simple estate in any Condominium Parcel who is a member of the Association.

(w) Unit Owner or Owner of a Condominium Unit. The owner of a fee simple estate in a Condominium Parcel.

(x) Units. Each of the Condominium Units is identified and designated as set forth in the Survey, Graphic Description and Plot Plan contained in Exhibit B. Each Unit shall consist of that part of the building containing such Unit which lies within the boundaries of the Unit, which boundaries are as follows:

(1) Upper Boundaries

a. The upper boundary of the Units shall be the horizontal plane of the lowest surface of the unfinished ceiling of the Unit extended to an intersection with the perimetrical boundaries.

(2) Lower Boundaries

a. The lower boundary of all Units shall be horizontal plane of the unfinished floor slab of that Unit extended to an intersection with the perimetrical boundaries.

(3) Perimetrical Boundaries

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

a. EXTERIOR BUILDING WALLS:

The intersecting vertical plane(s) of the innermost unfinished surfaces of the exterior wall of the building bounding such Unit.

b. INTERIOR BUILDING WALLS:

The vertical planes of the innermost unfinished surface of the party walls dividing such Units extended to intersections with other perimentrical boundaries.

(4) Apertures

Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries shall be extended to include the interior, unfinished surfaces of such apertures, including all frameworks thereof, exterior surfaces made of glass or other transparent materials, exterior doors of any type, including the locks, hinges and other hardware thereof, and all framings and casings thereof shall be included in the boundaries of the Unit.

(5) Air Conditioning Units

The boundaries of each Unit shall also be deemed to include all integral parts of the air conditioning unit located within the Unit.

(6) Excluded from Units

The Unit shall not be deemed to include utility services which may be contained within the boundaries of the Unit, but which are utilized to serve Common Elements and/or a Unit or Units other than or in addition to the Unit

within which contained. Such utility services are part of the Common Elements, and shall be the maintenance responsibility of the Association. The Unit shall not be deemed to include columns or partitions contributing to the support of the building. Such columns or partitions are part of the Common Elements. Moreover, notwithstanding any provision to the contrary, pipes, wires, conduits, cable wires, or other utility lines or installations constituting a part of the overall systems designed for the service of any particular Condominium Unit, or any of the structural members or portions of any kind, including fixtures and appliances and stairways within the Condominium Unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the Building or another Condominium Unit, shall not be deemed to be part of any Condominium Unit.

(y) Sunset Paradise. Sunset Paradise means the lands described in Exhibit A of this Declaration, as are now or hereafter made subject to this Declaration, and shall include any improvements, if any, constructed thereon.

3. PROPERTY SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP. Subject to easements, restrictions and reservations of record, the following property is hereby submitted to the Condominium Form of Ownership:

The property designated and described in Exhibit A hereto together with the improvements erected or installed thereon, including without limitation three (3) Buildings containing a total of seventeen (17) Units. The Condominium contains the following Unit types:

(a) Building I

(1) Three (3) two (2) bedrooms, with a den, two (2) baths Units of approximately one thousand one hundred seventeen (1,117) square feet of living area ("Units 1, 2 and 4"); and

(2) A two (2) bedrooms, with a den, two (2) baths Unit of approximately one thousand two hundred two (1202) square feet ("Unit 3");

(b) Building II

(1) Two (2) two (2) bedrooms, two (2) baths Units of approximately eight hundred and sixty-two (862) square feet of total area, consisting of approximately seven hundred and sixty-two (762) square feet of living area, and a limited common element lanai area of one hundred (100) square feet ("Units 5 and 8"); and

(2) Two (2) two (2) bedrooms, two (2) baths Units of approximately seven hundred and sixty-five (765) square feet of total area, consisting of approximately seven hundred and twenty-two (722) square feet of living area, and a limited common element lanai area of forty-three (43) square feet ("Units 6 and 7").

(c) Building III

(1) One (1) two (2) bedrooms, with a den, two bath Unit of approximately one thousand four hundred ten (1,410) square feet of total area, consisting of approximately one thousand two hundred eighty (1,280) square feet of living area, and limited common element lanai area of one hundred thirty (130) square feet ("Unit 9").

(2) Six (6) two (2) bedrooms, with a den, two bath Units of approximately one thousand four hundred (1,400) square feet of total area, consisting of approximately one thousand two hundred seventy five (1,275) square feet of living area, and a limited common element lanai area of one hundred twenty five (125) square feet ("Units 10, 11, 13, 14, 16 and 17"); and

(3) Two (2) two (2) bedrooms, with a den, two baths Units of approximately one thousand four hundred fifty five (1,455) square feet of total area, consisting of approximately one thousand three hundred twenty five (1,325) square feet of living area and a limited common element lanai area of one hundred thirty (130) square feet ("Units 12 and 15").

The Graphic Description and Plot Plan for the Condominium identifying the Units are located on Exhibit B to this Declaration. The floor plans depicted on Exhibit B of this Declaration are the standard floor plans and if the Developer approves the change in its sole discretion, each individual Unit Owner may have floor plans customized to reflect a different design based on the Unit Owner's individual needs or desires. The estimated latest date of completion of constructing, finishing and equipping the Condominium Property is June 30, 2004.

The Condominium will also contain thirty-six (36) parking spaces, as shown on Exhibit B of this Declaration. The thirty-four (34) parking spaces shall be deemed Limited Common Elements and each Condominium Unit shall have the exclusive right to use the parking spaces labeled with the same Unit number as the Unit owned by the Unit Owner (as shown on Exhibit B attached hereto and made a part hereof). Additionally, the Developer shall construct as part of the Condominium two (2) parking spaces, which shall be deemed Common Elements, and are more particularly shown on Exhibit B of this Declaration.

The approximate location of the recreational and other commonly used facilities intended to be constructed in connection with the Condominium are indicated on the Survey, Graphic Description and Plot Plan attached hereto as Exhibit B to the Declaration and shall be located on the lands legally described on Exhibit A attached to this Declaration.

These commonly used facilities will be used exclusively by Unit Owners, guests of the Unit Owners and residents of the Condominium. The Developer may, although it is not obligated to, enlarge, modify or add recreational or other commonly used facilities on the Condominium Property so as to result in the imposition of additionally Common Expenses or costs to the individual Unit Owners. Recreational and other commonly used facilities planned for construction as part of the Condominium Property may be enlarged by the Developer in the Developer's sole and absolute discretion without the consent of the Unit Owners. The estimated

latest date of completion of constructing, finishing and equipping the foregoing recreational and other commonly used facilities is December 31, 2004.

4. UNIT IDENTIFICATION. The location of the Condominium Units on the Condominium Property submitted to the Condominium Form of Ownership is set forth on the Survey, Graphic Description and Plot Plan attached hereto and made a part hereof as Exhibit B. Each Condominium Unit is described on said Survey, Graphic Description and Plot Plan in such manner that there can be determined therefrom the identification, location, dimensions and size of each as well as the Common Elements and Limited Common Elements, if any appurtenant thereto. Each Condominium Unit is identified by a letter and/or number as shown on the Survey, Graphic Description and Plot Plan attached hereto as Exhibit B and made a part hereof, so that no such Condominium Unit bears the same designation as any other such Condominium Unit.

5. EASEMENTS AND RIGHTS OF ACCESS. Each of the following easements is a covenant running with the land of the Condominium and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of the Condominium.

(a) Utility Services. Easements as may be required for utility services in order adequately to serve the Condominium Property or any Condominium Unit, Limited Common Element or Common Element, including, but not limited to, electricity, telephone facilities, sewer, water, lighting, irrigation, drainage, internet service, television antenna and cable television facilities and any electronic security facilities. However, easements through a Condominium Unit shall be only according to the plans and specifications for the Building containing the Condominium Unit or as the Building is actually constructed or reconstructed, unless approved in writing by the Owner. A Unit Owner shall do nothing within or outside his Condominium Unit that interferes with or impairs the utility services using these easements. The Association or its designee shall have a right of access to each Condominium Unit and the improvements constructed thereon when necessary for the maintenance, repair or replacement of any Common Elements (which include Limited Common Elements) or for making emergency repairs which are necessary to prevent damage to the Common Elements (which include Limited Common Elements) or to another Condominium Unit or Condominium Units; provided, however, such right of access shall not be deemed to be an easement and shall not unreasonably interfere with the Unit Owner's permitted use of the Condominium Unit and, except in the event of an emergency, entry into any Condominium Unit shall be made on reasonable notice to the Unit Owner.

(b) Easement of Support. Every portion of a Condominium Unit contributing to the support of the Building or an adjacent Condominium Unit shall be burdened with an easement of support for the benefit of all Condominium Units in the Building.

(c) Use of Common Elements. The Common Elements shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the Unit Owners and residents of the Condominium, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

(d) Encroachments. If any portion of the Common Elements or Limited Common Elements encroaches upon any Condominium Unit; if any Condominium Unit encroaches upon any other Condominium Unit or upon any portion of the Common Elements or Limited Common Elements; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvement; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the Common Elements or Limited Common Elements made by or with the consent of the Association; or (iv) any repair or restoration of any improvements (or any portion thereof) or any Condominium Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Condominium Unit or the Common Elements or Limited Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand. Such easements shall exist to a distance of not more than three (3) feet, as measured from any common boundary between adjacent Condominium Units and between each Condominium Unit and any adjacent Common Element along a line perpendicular to such boundaries at such points. Any such easement for encroachment shall include an easement for the maintenance and use of encroaching improvements in favor of each of the Unit Owners and their respective designees.

(e) Overhanging Troughs and Gutters. There shall be easements for overhanging troughs or gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over the Condominium Units and the Condominium Property.

(f) Natural Growth. There shall be easements for over-hanging natural growth of trees and shrubbery over the Condominium Units, the Limited Common Elements and the Common Elements.

(g) Restrictions, Reservations and Easements of Record. The creation of this Condominium is subject to restrictions, reservations and easements which have been placed of record prior to the formation and filing hereof.

(h) Pedestrian and Vehicular Traffic. Easements for pedestrian traffic over, through and across sidewalks, driveways, paths, lanes and walks as the same may from time to time exist upon the Common Elements and the Limited Common Elements, and for pedestrian and vehicular traffic and parking over, through, across and upon such portions of the Common Elements and the Limited Common Elements as may from time to time be paved and intended for such purposes, including but not limited to all driveways, same being for the use and benefit of the Association and the Unit Owners and residents of the Condominium and their employees, guests and invitees.

(i) Developer's Ingress and Egress and Utility Purposes. In addition to the foregoing, the Developer for itself, its successors, assigns, agents and employees, including, without limitation, any person residing within the Property described in Exhibit A, their guests and invitees, their mortgagees, successors and assigns, expressly reserves an easement for ingress and egress and utility purposes over and across all roads existing from time to time within the property described in Exhibit A, if such property is submitted to the condominium form of ownership.

(j) Grant of Additional Easements; Modifications and Termination. The Association shall have the right to (i) grant and declare additional easements over, upon, under and/or across the Common Elements in favor of the Unit Owners and residents of the Condominium and their guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the Condominium in favor of the Association and/or the Unit Owners and residents of the Condominium and their guest and invitees or in favor of any person, entity, public or quasi-public authority or utility company, as the Association may deem desirable for the proper operation and maintenance of the Condominium or any portion thereof, or for the health, safety or welfare of the Unit Owners, or for any other reason or purpose. So long as such additional easements or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of Condominium Units for dwelling purposes, no joinder of any Unit Owner or any mortgagee of any Condominium Unit shall be required or, if same would unreasonably and adversely interfere with the use of any Condominium Unit for dwelling purposes, only the joinder of the Unit Owners and mortgagees of Condominium Units so affected shall be required. To the extent required, all Unit Owners hereby irrevocably appoint the Association as their attorney-in-fact for the foregoing purposes.

(k) Maintenance of Improvements. The Developer for itself and the Association reserves easements over the Condominium Property for ingress and egress, or for such other purposes as shall not unreasonably interfere with the customary use of the Condominium Property, including construction, maintenance, operation and the like over the Condominium Property.

(l) Party Walls. All dividing walls between Units and which stand partly upon one Unit and partly upon another, and all walls which serve two or more Units or the permitted improvements located within said Units, shall at all times be considered party walls, and each of the Owners of Units within which such party walls shall stand, serve or benefit shall have the right to use said party wall within the Unit and along the whole length or any part of the length thereof for support of the permitted improvements located within said Units, and for the support of any Unit constructed to replace the same, and shall have the right to maintain in or on said wall, any pipes, ducts or conduits originally located therein or thereon, subject to the restrictions that no Owner of any Unit nor any successor in interest to any such Owner shall have the right to alter or extend said party wall in any manner, either in length, height or thickness.

6. DEVELOPER'S UNITS AND PRIVILEGES. Subject to the terms of Paragraph 19, the Developer is empowered to sell, lease or rent Condominium Units to any person approved by it, unless prohibited by law. The Developer shall have the right to transact on the Condominium Property any business necessary to consummate the sale of Condominium Units, including but not limited to the right to maintain models, sales offices and construction trailers, erect signs, place employees in the office, use the Common Elements and show unsold Condominium Units. In addition to and without limiting the generality of the foregoing, the Developer shall have the right to show the Condominium Units it owns, the Limited Common Elements appurtenant thereto, if any, and the Common Elements to prospective purchasers and tenants, as well as the right to maintain a sales office, and to place and maintain signs and other promotional material on the Condominium Property. The sales office(s), signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of



the Developer. In the event there are unsold Condominium Units, the Developer retains the right to be the Owner thereof, under the same terms and conditions as other Owners, save for this right to sell, rent or lease as contained in this Paragraph.

Moreover, the Developer hereby reserves the right, in its sole and absolute discretion, to alter, relocate, or revise the shoreline and/or boundary line of any lake constructed or located on the Land. Neither Developer nor the Association shall be liable to any Owner or other Unit Owner for any loss or damage arising out of the location or relocation of the boundary and/or shoreline of any lake constructed and Developer reserves the right to alter or change the shoreline of any lake, if constructed without the consent of any Unit Owner.

7. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

(a) The Common Elements, as hereinabove defined, shall include within its meaning, in addition to the terms as listed in §718.108, Florida Statutes, the following items:

(1) Easements through Condominium Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to the Condominium Units and to Common Elements; and

(2) Easements of support in every portion of a Condominium Unit which contributes to the support of other Condominium Units and/or Common Elements; and

(3) Installations for the furnishing of utility services to the Common Elements or to a Condominium Unit other than the Condominium Unit containing the installation; and

(4) The property and installations in connection therewith required for the furnishing of services to more than one Condominium Unit or to the Common Elements including, but not limited to, stairways, if any; and

(5) Fixtures on property owned or held for the common use, benefit and enjoyment of all Owners of Condominium Units in the Condominium; and

(6) Cross-easements for ingress, egress, support, maintenance, repair, replacements and utilities; and

(7) Easements for encroachments by the perimeter walls, ceilings and floors surrounding each Condominium Unit caused by the settlement or movement of any Building or by minor inaccuracies in building or rebuilding which may now exist or hereafter exist; and such easements shall continue until such encroachments no longer exist; and

(8) Two (2) uncovered parking spaces, including one (1) handicapped space; and one (1) elevator.

Notwithstanding any provision to the contrary, amendments to the Common Elements may be made as provided for in Chapter 718.110(5) and 718.110(6), *Florida Statutes*.

Unit Owners shall not do anything within their Units or on the Common Elements which would adversely affect the safety or soundness of the Common Elements or any portion of the Condominium Property.

(b) The Limited Common Elements, as hereinabove defined, shall include within its meaning, the following items:

(1) Parking Spaces. Thirty-four (34) parking spaces, as labeled on the Graphic Description and Plot Plan (attached as Exhibit B to this Declaration) shall be a Limited Common Element.

(2) Lanais. Each lanai, as labeled on the Graphic Description and Plot Plan (attached as Exhibit B to this Declaration) shall be a Limited Common Element. Only those Units described herein and reflected on the Graphic Description and Plot Plan shall have a lanai area.

8. PERCENTAGE OF OWNERSHIP OF COMMON EXPENSES AND COMMON SURPLUS. The undivided share of the Common Expenses and ownership of the Common Elements and Common Surplus attributable to each Condominium Unit shall be computed upon the following basis:

(a) The Developer has considered the size of the Unit in apportioning the Common Expenses and in determining the ownership of Common Expenses and Common Surplus. Each Unit Owner's share shall be equal to a fraction, the numerator of which is the approximate living area of the Unit and the denominator of which is the total living area of all Units, which is 19,101 square feet. Each Unit in the Condominium has an undivided share in the ownership of the Common Elements and the Common Surplus, and in apportioning the Common Expenses, as more particularly set forth:

<u>Unit Type</u>	<u>%</u>
Units 1, 2 & 4	.05848
Unit 3	.06293
Units 5 & 8	.03989
Units 6 & 7	.03780
Unit 9	.06701
Units 10, 11, 13, 14, 16 & 17	.06675
Units 12 & 15	.06937

As more particularly set forth in Paragraph 15, except as otherwise provided in Paragraph 15(b), the Association shall maintain the Limited Common Elements, and the cost for same shall be a Common Expense of the Association, and apportioned to the Unit Owners as more particularly set forth in Paragraph 8 below.

9. COMMON EXPENSES AND COMMON SURPLUS.

(a) Common Expenses of the Condominium Association, as defined hereinabove, shall be shared by all Unit Owners in accordance with an undivided share in the ownership of the Common Elements and the Common Surplus attributable to each Condominium Unit submitted to condominium ownership, as set forth in Paragraph 8 hereinabove. It is understood that this shall include all expenses in connection with any assessments, insurance and all other expenditures for which the Association shall be responsible.

(b) The Common Surplus shall be owned by Unit Owners in accordance with the provisions set forth in Paragraph 8 hereinabove as they relate to the undivided share in the ownership of the Common Elements and Common Surplus attributable to each Condominium Unit submitted to condominium ownership pursuant to this Declaration.

10. GOVERNING BODY. The affairs of the Condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation to conduct the affairs of the Condominium shall be Sunset Paradise Condominium Association, Inc., the Articles of Incorporation of which are attached hereto as Exhibit C and are made a part hereof as though set out in full herein. The Bylaws of the Association are attached hereto as Exhibit D and are made a part hereof as though set out in full herein.

11. MEMBERSHIP IN THE ASSOCIATION.

(a) The Association shall at all times maintain a register setting forth names of the Owners of all of the Condominium Units and in the event of the sale or transfer of any Condominium Unit to a third party, the Purchaser or transferee shall notify the Association in writing of his interest in such Condominium Unit together with such recording information as shall be pertinent to identify the instrument by which Purchaser or Transferee has acquired his interest in the Condominium Unit. Further, the Owner of each Condominium Unit shall at all times notify the Association of the names of the parties holding any mortgage or mortgages on any Condominium Unit, the amount of such mortgage or mortgages and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any Condominium Unit may, if he or it so desires, notify the Association of the existence of any mortgage or mortgages held by such party on any Condominium Unit and, upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

(b) The Developer and all persons hereinafter owning an interest in the Condominium Units, whose interest is evidenced by the recordation of a proper instrument in the Public Records of Pinellas County, Florida, shall automatically be members of the Association and such membership shall automatically terminate when such persons have divested themselves of such interest.

(c) An Owner or Owners of a single Condominium Unit shall collectively be entitled to one (1) vote for that Condominium Unit, which vote shall be cast by the voting member. If any Condominium Unit is owned by more than one person, other than a husband and

wife, one of the Owners of such Condominium Unit shall be designated, by a duly sworn certificate signed by all of the record Owners of the Condominium Unit and filed with the Secretary of the Association, as the voting member for that Condominium Unit. Failure by all Owners of a Condominium Unit (except in the case of a husband and wife who are the sole owners of the Condominium Unit) to file such a sworn certificate with the Secretary prior to a members' meeting shall result in depriving such Owners of a vote at such meeting. In the case of a corporation, partnership or joint venture, the officer, director, agent or partner entitled to vote shall be designated by a certificate signed by the appropriate officer, director or partner of such entity and filed with the Secretary of the Association. In the case a husband and wife are the sole owners of the Condominium Unit, they need not designate the voting member and either of them appearing at a meeting of the members may, if there is no objection from the other, cast the voting interest for that Condominium Unit. The appearance at any meeting of any co-owner of a Condominium Unit shall constitute that Condominium Unit's presence for the purpose of establishing a quorum, whether or not the co-owner in attendance is authorized to vote. Whenever a particular numerical or percentage vote is called for or provided for in this Declaration or the Articles or Bylaws, unless the particular provision describing the vote required shall specifically require to the contrary, the vote required shall be that percentage or fraction of the total number of voting interest of the Unit Owners present and voting or, if the provision involved so requires, that percentage or fraction of the total number of votes entitled to be voted on the matter. Unless a particular provision shall require otherwise, a majority vote of the number of voting interests of Unit Owners present and voting and entitled to vote on any matter shall be controlling, provided a quorum is present. A person or entity owning an interest in more than one (1) Condominium Unit may be designated as a voting member for each Condominium Unit which he or it owns and may cast one (1) vote for each such Condominium Unit.

(d) There shall be one (1) voting member for each Condominium Unit submitted to condominium ownership pursuant to this Declaration and amendments hereto.

(e) All the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association, consisting of not less than three (3) and not more than seven (7) voting Members who are to be elected annually by the voting members; provided, at all times there may only be an odd number of Directors on the Board.

(f) Subsequent to the filing of this Declaration, the Association, when authorized by a vote of two-thirds (2/3) of the total vote of the members of said Association, may purchase and/or acquire and enter into agreements, from time to time, whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities, including, but not limited to, country clubs and other recreational facilities, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation and other use or benefit of the Unit Owners. The expense of ownership, rental fees, operations, replacements and other undertakings in connection therewith shall be Common Expenses, together with all other expenses and costs herein or by law defined as Common Expenses.

12. AMENDMENT OF DECLARATION.

(a) This Declaration may be amended by affirmative vote of sixty-seven percent (67%) of the Unit Owners at a meeting duly called for such purpose pursuant to the Bylaws; provided, however, that no amendment shall be made which shall in any manner impair the security of an Institutional Mortgagee having a mortgage or other lien against any one or more Condominium Units or Condominium Parcels or any other record owners of liens thereon. However, if such amendment is only for the purpose to correct an error or omission in this Declaration or in other documentation required by law to establish the condominium form of ownership, then such amendment shall nevertheless be effective when duly passed by an affirmative vote of fifty-one (51%) percent of the members of the Association present or represented by written proxy in accordance with the Bylaws and recorded among the Public Records of Pinellas; provided, however, that the property rights of the Unit Owners are not materially and/or adversely affected by such amendment.

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

(c) If it shall appear through scrivener's error, that a Condominium Unit has not been designated as owning an appropriate undivided share of the Common Elements or does not bear an appropriate share of the Common Expenses or that all the Common Expenses or interest in the Common Surplus or all of the Common Elements in the Condominium have not been distributed in the Declaration, such that the sum total of the shares of Common Elements which have been distributed or the sum total of the shares of the Common Expenses or ownership of Common Surplus fail to equal one hundred (100%) percent (or if it shall appear that, through such error, more than one hundred (100%) percent of Common Elements or Common Expenses or ownership of the Common Surplus shall have been distributed) such error may be corrected by the filing of an amendment to this Declaration approved by the Board or a majority of the Unit Owners. The amendment to the Declaration shall be evidenced by a certificate of the Association which shall include the recording data identifying the Declaration and shall be executed in the form required for the execution of a deed and recorded in the Public Records of Pinellas County, Florida.

(d) The Developer, during the time it is in control of the Board of Directors of the Association may amend this Declaration or the Articles or the Bylaws of the Association to correct an omission or an error, or to effect any other amendment, except that this procedure for amendment cannot be used if such amendment would, in the reasonable opinion of the Developer, materially and adversely affect substantial property rights of Unit Owners unless the affected Unit Owners consent in writing to such amendment. The execution and recording of any amendment by the Developer pursuant to this Paragraph 12(c) shall be conclusive evidence,

however, that the amendment does not materially adversely affect substantial property rights of Unit Owners who did not join in or consent to such execution, and any such amendment shall be effective as provided herein unless subsequently rescinded.

(e) No amendment shall materially alter or modify the appurtenances to any Condominium Unit, nor change the proportion or percentage by which the Owner of the Condominium Unit shares the Common Expenses and owns the Common Surplus, unless the record Owner(s) thereof and all record owners of mortgages or other liens thereupon and unless all the record owners of all other Units shall join in the execution of the amendment to the Declaration which in any way relates to a change in the percentage of ownership in the Common Elements or sharing of Common Expenses as it pertains to each Unit Owner and/or Condominium Unit.

(f) Mortgagee consent shall not be required for any amendment to this Declaration unless such amendment materially affects the rights and interests of any mortgagee, or is otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, and no mortgagee shall unreasonably withhold its consent to any proposed amendment. Except for amendments to this Declaration changing the configuration or size of any Condominium Unit in any material fashion, materially altering or modifying the appurtenances to any Condominium Unit, or changing the proportion or percentage by which the owner of any Condominium Unit shares the common expenses and owns any common surplus and except for any amendments to this Declaration permitting time-share estates, amendment to this Declaration shall be presumed not to materially affect the rights or interests of mortgagees. In the event that mortgagee consent to any amendment to this Declaration is provided other than by a properly recorded joinder, such consent shall be evidenced by an affidavit of an officer of the Association recorded in the Public Records of Pinellas County, Florida. This Paragraph may not be amended without the consent of the Developer and all of the mortgagees of Condominium Units.

(g) Any amendment which would materially adversely affect the surface water management system, must have the prior written approval of the Southwest Florida Water Management District.

(h) Notwithstanding anything herein to the contrary, the Developer reserves the right to change the Unit mix, provided the Developer obtains the consent of the affected Unit(s).

13. TYPE OF OWNERSHIP. Ownership of each Condominium Parcel, which shall include the Condominium Unit and the undivided share in the Common Elements herein specified, shall be evidenced by Special Warranty Deed from the Developer conveying fee simple title to the Condominium Parcel, and such change shall not be deemed an amendment changing the configuration or size of a Condominium Unit.

14. ASSESSMENTS, LIABILITY, LIEN, INTEREST, COLLECTION.

(a) The Association, through its Board of Directors, shall have the power to make and collect assessments, special assessments and such other assessments as are provided for by the Condominium Act, this Declaration and/or the Bylaws.

(b) Common Expenses shall include but not be limited to costs and expenses incurred or expended by the Association for operation, maintenance and management of the Condominium Property for the maintenance, repair and/or replacement of roads, or other improvements benefiting the Condominium Property or any part thereof, property taxes and assessments against the Condominium Property (until such time as any of such taxes and assessments are made against the Condominium Parcels individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the Condominium Property as a whole), insurance premiums as described in Paragraph 17, legal and accounting fees, management fees and operating expenses of the Condominium Property and the Association; maintenance, repairs and replacement (for the Common Elements and Limited Common Elements, except for the Limited Common Elements to be maintained by the Unit Owners pursuant to Paragraph 15(b) hereof and emergency repairs or replacements to individual Condominium Units deemed necessary to protect the Common Elements and if properly chargeable to the individual Condominium Unit concerned the Association may nevertheless thereafter charge such individual Unit Owner concerned), charges for utility and water used in common for the benefit of the Condominium or if not separately metered for each unit and any bulk metered or bulk calculated utility services rendered to the Condominium Property or the Condominium Units for their benefit, cleaning and janitorial services for the Common Elements and Limited Common Elements, and liability incurred by the Association in and about the enforcement of its rights and duties against the members or others, and the creation of reasonable contingency or reserve requirements for the protection of the members and the Condominium Property (i.e., reserves for replacements, operating reserve to cover deficiencies and unforeseen contingencies if such reserves are not waived), and all other expenses declared by the Board of Directors of the Association to be Common Expenses from time to time, and any and all other sums due from the Association under any lease, contract or undertaking for recreational facilities.

(c) The Association shall estimate from time to time the amount of Common Expenses it expects to incur and the period of time involved therein and shall assess sufficient monies from Unit Owners to meet this estimate. Assessments for Common Expenses shall be borne by Unit Owners in the portions or shares set forth in Paragraphs 8 and 9 hereinabove. Assessments shall be payable monthly or in such other installments and at such other times as may be fixed by the Board of Directors.

(d) Should the Association through its Board of Directors at any time determine that the assessments made are not sufficient to pay the Common Expenses or, in the event of emergencies, the Board of Directors shall have the authority to levy and collect additional assessments to meet such needs of the Association.

(e) All notices of assessments from the Association to the Unit Owners shall designate when they are due and payable.

(f) The Association has a lien on each Condominium Unit for any unpaid assessments, regular or special, made hereunder and costs incurred in collecting same, including reasonable attorneys' fees and interest (as described in Paragraph 14(g) below), which are incident to the collection of the assessment with respect to said Condominium Unit or enforcement of the lien. The lien is effective from and shall relate back to the recording of this Declaration of Condominium or an amendment hereto creating the Unit. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien. The lien shall be recorded in the Public Records of Pinellas and provide for the description of the Condominium Unit, the name of the record owner, the name and address of the Association, the amount due and the due dates.

(g) In addition to the lien rights set forth above, the Association shall be entitled to collect interest at a rate determined by the Association which rate shall not exceed the highest rate allowed by law from the due date until the date of payment of any assessment, regular or special, made hereunder which is not paid within ten (10) days of the due date of any such assessment. Also, the Association may charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of One Hundred and No/100 Dollars (\$100.00) or five percent (5%) of each installment of the assessment for each delinquent installment that the payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the delinquent assessment.

(h) A Unit Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure is liable for all assessments which come due while he or she is the Unit Owner. Additionally, a Unit Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. The liability of a first mortgagee or its successors or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the maximum amount that the condominium association can collect under Chapter 718, *Florida Statutes*, as amended from time to time.

The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Condominium Parcel and proceed in the same manner as provided in this Paragraph for the collection of unpaid assessments.

(i) The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

(j) The Developer shall not be liable for the payment of assessments on Condominium Units that it owns during the period that the Developer has guaranteed the assessment, since the Developer guarantees to each Unit Owner that assessment of Common



Expenses of the Condominium imposed upon each Unit Owner other than the Developer will not exceed the following amounts for each Unit for the stated periods:

Monthly Amount (Period beginning upon recording this Declaration through remainder of the first fiscal year)		Monthly Amount (for the period from the 1st day of the 2nd fiscal year, through end of guarantee period)	
Unit	Amount	Unit	Amount
Units 1, 2 & 4	312.50	Units 1, 2 & 4	359.37
Unit 3	336.28	Unit 3	386.72
Units 5 & 8	213.16	Units 5 & 8	245.13
Units 6 & 7	201.99	Units 6 & 7	232.28
Unit 9	358.08	Unit 9	411.79
Units 10, 11, 13, 14, 16 & 17	356.69	Units 10, 11, 13, 14, 16 & 17	410.19
Unit 12 & 15	370.69	Unit 12 & 15	426.28

The guarantee period commences with the recording of this Declaration and continues until the expiration of four (4) months from the date of recording this Declaration or turnover of control of the Association, which-ever occurs earlier (“Initial Termination Date”). The Association’s fiscal year shall be from January 1 through December 31, unless the Board determines otherwise. During such period, the Developer will pay to the Association any amount of Common Expenses incurred during that period which exceeds the guaranteed level of assessments against other Unit Owners. After the Initial Termination Date, the Developer will have the option of extending the guarantee for one or more additional stated periods by written notice to the Board, although the monthly guarantee amount shall be the same as the last level set forth above.

15. MAINTENANCE. The responsibility for the maintenance of the Condominium Property as it may apply hereafter, shall be as follows:

(a) By the Association. The Association shall be responsible for the maintenance, repair or replacement of the following:

- (1) All Common Elements.
- (2) All portions of the Condominium Units (except interior wall surfaces) contributing to the support of the Building, which portions shall include, but not be limited to, the outside walls of the Building, load bearing columns, the roofs of the Buildings and the skylights, if any, on the Condominium Property.
- (3) All Common Elements including but not limited to conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which

are contained in the portions of the Condominium Unit contributing to the support of the Building or within interior boundary walls and all such facilities contained within a Condominium Unit which service part or parts of the Condominium other than the Condominium Unit within which it is contained.

(4) All Limited Common Elements except as described in subparagraph 15(b) of this Declaration.

(5) All incidental damage caused to a Condominium Unit by such work shall be promptly repaired at the expense of the Association.

(6) The surface water management system, permitted by the Southwest Florida Water Management District, including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances.

(b) By the Unit Owner. Each Unit Owner shall operate, maintain, repair and replace, at the Unit Owner's expense:

(1) All portions of the Condominium Unit, if any, except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the Unit Owner shall be windows, screens on windows and doors on the exterior of his Condominium Unit, and framing for same. All such maintenance, repairs and replacements shall be done without disturbing the rights of other Unit Owners.

(2) The air conditioning and heating systems exclusively serving the Unit Owner's Condominium Unit, whether inside or outside of his Condominium Unit.

(3) The lanai area associated with the Owner's Condominium Unit.

(4) Within the Owner's Condominium Unit, all cabinets, electrical fixtures, appliances, water heaters, carpeting and other floor coverings, sinks, fans, stoves, refrigerators, washers, if any, dryers, if any, disposals, if any, compactors, if any, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, data, television transmission, sewage and sanitary service to the Condominium Unit, as well as all personal property of the Unit Owner.

All property to be maintained, repaired and/or replaced by a Unit Owner shall be maintained at all times in a first class condition and in good working order, if same affects the exterior appearance of the Condominium, so as to preserve a well-kept appearance throughout the Condominium, and no such maintenance repair or replacement shall be performed in a manner which changes or alters the exterior appearance of the Condominium from its original appearance or condition without the prior written consent of the Association. All property to be maintained, repaired and/or replaced by a Unit Owner which is inside of the

Unit Owner's Condominium Unit and which does not affect the exterior appearance of the Condominium shall be maintained at all times in a condition which does not and will not adversely affect any other Unit Owner or any portion of the Condominium Property.

No Unit Owner shall operate, maintain, repair or replace any portion of the Common Elements or Common Facilities to be operated, maintained, repaired and/or replaced by the Association without first obtaining written approval from the Association. Each Unit Owner shall promptly report to the Association any defects or need for repairs, maintenance or replacements, the responsibility for which is that of the Association.

Notwithstanding anything herein to the contrary, the cost and expense of any maintenance, repair or replacement of the Condominium Property necessitated by the negligence, misuse or neglect of a specific Unit Owner(s) shall be the sole responsibility of said Unit Owner(s).

(c) At the option of the Association:

The Association may, at its own expense:

(1) Use and expend the assessments collected, to maintain, care for and preserve the Condominium Property, except those portions thereof which are expressly required to be maintained, cared for and preserved by the Unit Owners and except that assessments for reserves shall be used for the purposes for which they are reserved unless their use for other purposes is approved in advance by a vote of the majority of the voting interest of the Association at a duly called meeting;

(2) Purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;

(3) Enter into and upon the Condominium Units when necessary and with as little inconvenience to the Owners as possible in connection with the maintenance, repair or replacement of any Common Elements including any Limited Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements including any Limited Common Elements or to another Condominium Unit or Condominium Units. Whenever it is necessary to enter any Condominium Unit for the purpose of performing any such maintenance, repair and replacement, the Unit Owner shall permit the Association or persons authorized by it to enter the Condominium Unit for such purposes, provided that such entry may be made only at reasonable times and with reasonable advance notice, except that in the case of an emergency, no advance notice will be required. To facilitate entry in the event of any emergency, the Owner of each Condominium Unit, if required by the Association, shall deposit a key to his Condominium Unit with the Board of Directors;

(4) Insure and keep insured said Condominium Property in the manner set forth in the Declaration against loss from fire and/or other casualty, and Unit Owners against public liability and to purchase such other insurance as the Board of Directors may deem advisable;

(5) Collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Unit Owners for violation of the Bylaws, the Rules and Regulations, if any, and the terms and conditions of this Declaration;

(6) Employ workmen, janitors, housekeepers and gardeners and purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed advisable and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the Buildings and the Condominium Property;

(7) Pay any charge, assessment or tax imposed by any improvement district or special taxing district; and

(8) Perform any other tasks or functions permitted pursuant to the Articles of Incorporation.

16. ENFORCEMENT OF MAINTENANCE. In the event a Unit Owner fails to operate, maintain or repair his Condominium Unit, as required in Paragraph 15 above, the Association or any other Unit Owner shall have the right to petition to the Division of Florida Land Sales, Condominiums and Mobile Homes for mandatory non-binding arbitration, as more specifically set forth in the Arbitration Rules of Procedure promulgated by the Division. The Association may levy reasonable fines against a Unit for the failure of the Owner of the Unit or its occupant, licensee or invitee to comply with any provision of the debt of this Declaration, the Association Bylaws, or reasonable rules of the Association. No fine will become a lien against a Unit. No fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Unit Owners. If a committee does not agree with the fine, the fine may not be levied. The provisions of this section do not apply to unoccupied Units.

17. INSURANCE. The insurance (other than title insurance) which shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

(a) Purchase; named insured; custody and payment of policies. The Association shall use its reasonable efforts to obtain and maintain adequate insurance to protect the Association, the Common Elements, Limited Common Elements and the respective Condominium Units for the full replacement or insurable value thereof. The named insured shall be the Association individually and as an agent for the Unit Owners covered by the policy

without naming them and their mortgagees to the extent of their respective interests. Unit Owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability. All Association policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (as described in Paragraph 17(n)) (if appointed). All policies shall provide thirty (30) days' notice of cancellation to the Association. The above insurance provision specifically does not include coverage on personal property coverage for floor coverings, shutters, wall coverings and ceiling coverings of each Condominium Unit or for personal liability or living expenses of Unit Owners. Each Unit Owner should obtain insurance coverage at his own expense to protect his Condominium Unit, furnishings, including floor coverings, wall coverings or ceiling coverings, furniture, personal property, personal liability, and living expenses and all electrical fixtures, appliances, air conditioner, heating equipment, water heater and built-in cabinets located within the Condominium Unit. The insurance coverage acquired by the Association does not protect a Unit Owner against liability, personal injury or damage occurring within his Condominium Unit; it does not cover loss or damage to the Unit and its contents resulting from fire, theft, loss, vandalism, wind, water, rain, hurricanes or other casualty, and does not include floor coverings, wall coverings, ceilings coverings, living expenses and all electrical fixtures, appliances, air conditioner, heating equipment, water heater and built-in cabinets located within the Condominium Unit. It shall be the obligation of the individual Unit Owner to purchase and pay for any insurance covering such risks.

(b) Coverage.

(1) Casualty insurance coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the Buildings on the Condominium Property.

(2) Public liability coverage in such amounts and with such coverage as shall be required by the Board of Directors of the Association.

(3) Workers' compensation coverage to meet legal requirements.

(4) Flood insurance coverage to meet legal requirements.

(5) Fidelity Bonds. The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this Paragraph, the term "persons who control or disperse funds to the Association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary and the treasurer of the Association. The Association shall bear the cost of bonding.

(6) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(c) Premiums. Premiums upon such insurance policies purchased by the Association shall be a Common Expense.

(d) Shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee (if appointed) as agent for the Association, the Unit Owners and their mortgagees. The duty of the Insurance Trustee shall be to receive the insurance proceeds and other funds that are paid to it and hold the same in trust for the purposes stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares:

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

(2) Mortgagees. In the event a mortgagee endorsement of an insurance policy has been issued as to a Condominium Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear. Any Institutional Mortgagee or person holding a mortgage on a Condominium Unit shall be entitled to request and receive a mortgagee endorsement to the hazard insurance carried by the Association if such mortgagee endorsement is reasonably available, and a copy of the policy. No mortgagee shall have any right to participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of proceeds made to the Unit Owner and mortgagee, which distributions shall be made by check payable jointly to the Unit Owner and mortgagee.

(e) Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee (if appointed) shall be distributed to or for the benefit of the beneficial owners in the manner hereafter provided.

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

(g) Determination whether to reconstruct and repair. Whether or not Condominium Property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

(1) Lesser Damage. If two-thirds (2/3) or more of the Condominium Units are tenantable after the casualty (as determined by the Board of Directors of the Association), the damaged Condominium Property shall be reconstructed and repaired.

(2) Major Damage. If less than two thirds (2/3) of the Condominium Units are tenantable after the casualty (as determined by the Board of Directors of the Association), whether the damaged Property will be reconstructed and repaired or the Condominium terminated shall be determined at a meeting of Unit Owners which shall be held within sixty (60) days from the casualty. Notice of such meeting shall be properly given to all such Unit Owners, and a majority of the voting interests shall constitute a quorum for such meeting. If the reconstruction and repair is approved at the meeting by a majority of the Unit Owners present at the meeting, the damaged Condominium Property will be reconstructed and repaired; but if not so approved, the Condominium shall be terminated in the manner provided in this Declaration for termination by agreement, except that no further consent or vote of Unit Owners or mortgagees shall be required for such termination, it being conclusively presumed in such instance that the required number of Unit Owners and mortgagees have consented to such termination.

(3) Binding Decision. The Board of Directors of the Association's decision as to whether or not less than two-thirds (2/3) of the Condominium Units are tenantable after a casualty shall be binding upon all Unit Owners.

(h) Responsibility for reconstruction and repair. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the Condominium Property as provided herein.

(i) Plans and Specifications. Any reconstruction and repair must be substantially in accordance with the plans and specifications for the original improvements or, if not, then according to plans and specifications approved by the Board of Directors of the Association and two-thirds (2/3) of the voting interests.

(j) Assessments, determination of sufficiency of funds. If the proceeds of insurance are not sufficient to defray the costs of construction and repair for which the Association is responsible, assessments shall be made by the Association against all Unit Owners in sufficient amounts to provide funds for the payment of those costs previously incurred or to be incurred. The assessments shall be made as for a Common Expense.

(k) Disbursement of Funds. The funds held by the Insurance Trustee (if appointed) after a casualty, which will consist of proceeds of insurance and the sums collected from assessments against Unit Owners on account of the casualty, shall be disbursed in the following manner and order:

(1) Termination of the Condominium. If the Condominium is terminated by failure of the Unit Owners to approve reconstruction and repair after Major Damage, the insurance funds shall be remitted jointly to the Unit Owners and their mortgagees of the damaged Condominium Units to compensate them for the cost of reconstruction and repair. The Unit Owners and their mortgagees of the damaged Condominium Unit shall receive a share equal to the estimated cost of reconstruction and repair of the damage in each Condominium

Unit as it bears to the total of these costs in all damaged Condominium Units; provided, however, that no Unit Owner and his mortgagee shall be paid an amount in excess of the estimated cost of repair of his Condominium Unit. The remaining funds shall be owned by the Unit Owners and their mortgagees as their interests appear, in the undivided shares in which they own the Common Elements prior to the termination, and shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being made payable jointly to them.

(2) Reconstruction and repair of damage. If the damaged property is to be reconstructed and repaired, the funds shall be disbursed in the following manner:

a. If the estimated costs of reconstruction and repair which are the responsibility of the Association do not exceed Ten Thousand Dollars (\$10,000.00), the funds shall be disbursed by the Insurance Trustee (if appointed) upon the order of the Association in payment of these costs.

b. If the estimated costs of reconstruction and repair which are the responsibility of the Association exceed Ten Thousand Dollars (\$10,000.00), the funds shall be disbursed by the Insurance Trustee (if appointed) in payment of these costs in the manner required by the Board of Directors of the Association, which shall supervise the work and approve all disbursements as being due and properly payable.

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

(l) Benefit of mortgagees. The provisions in this section are for the benefit of mortgagees of Condominium Units as well as Unit Owners, and may be enforced by any such mortgagee, and shall not be amended without the consent of all Institutional Mortgagees holding first mortgages on Condominium Units. Notwithstanding the foregoing, the Association shall not be responsible for its failure to make a payment jointly to the Unit Owners and the mortgagee if the mortgagee has not previously notified the Association in writing that it has a mortgage on a Condominium Unit.



(m) Policy Copies. A copy of each insurance policy in effect shall be available for inspection by the Unit Owners at reasonable times.

(n) Insurance Trustee. The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint such Insurance Trustee, the Association will perform directly all obligations imposed upon such Insurance Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses. The Insurance Trustee, if so appointed, shall be a bank or trust company in Florida, with trust powers, with its principal place of business in the State of Florida. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor the failure to collect any insurance proceeds.

18. CONDEMNATION AND EMINENT DOMAIN.

(a) The taking of any Condominium Property by condemnation or eminent domain proceedings shall be deemed to be a casualty, and the awards for the taking shall be deemed to be proceeds from insurance on account of casualty and shall be deposited with an Insurance Trustee (if appointed). Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with an Insurance Trustee (if appointed) and, in the event of a failure to do so, in the discretion of the Association, the Association may bring an action against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Unit Owner.

(b) In the event of any condemnation or eminent domain proceedings, a meeting of the members of the Association shall be called within sixty (60) days after the taking of any Condominium Property by condemnation or eminent domain proceedings is final to determine whether the Condominium will be terminated. Termination of the Condominium shall be effected as provided in Paragraph 32 of this Declaration.

(c) If the Condominium is terminated after condemnation or eminent domain proceedings, the proceeds of the awards and special assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation or eminent domain proceedings, the size of the Condominium will be reduced, the Unit Owners of condemned or taken Condominium Units will receive their pro rata share of the condemnation award applicable to said Condominium Units, and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty.

(d) If the taking reduces the size of a Condominium Unit and the remaining portion of the Condominium Unit can be made tenantable, the award for the taking of a portion of the Condominium Unit shall be used for the following purposes in the order stated as the following changes shall be effected in the Condominium:

(1) The Condominium Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the Owner of the Condominium Unit.

(2) The balance of the award, if any, shall be distributed to the Owner of the Condominium Unit and to each mortgagee of the Condominium Unit, the remittance being made payable jointly to the Unit Owner and his mortgagees.

(e) If the taking is of the entire Condominium Unit or so reduces the size of a Condominium Unit that it cannot be made tenantable, the award for the taking of the Condominium Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(1) The award shall be paid jointly to all Unit Owners and the mortgagees of Condominium Units not tenantable and in an amount equal to the market value of the Condominium Unit immediately prior to the taking and with credit being given for payments repairing and replacing the Common Elements.

(2) The remaining portion of the Condominium Unit, if any, shall become part of the Common Elements and shall be placed in condition for use by all of the Unit Owners in the manner approved by the Board; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

(3) The shares in the Common Elements appurtenant to the Condominium Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as elsewhere provided in the Declaration.

(4) If the amount of the award for the taking is not sufficient to pay the market value of a condemned or taken Condominium Unit to the Unit Owner and to condition the remaining portion of the Condominium Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by assessments against all of the Unit Owners who will continue as owners of Condominium Units after the changes in the Condominium effected by the taking. The assessments shall be made in proportion to the shares of those Unit Owners in the Common Elements after the changes effected by the taking.

(5) If the market value of a Condominium Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Condominium Unit and the Association within thirty (30) days after notice by either party, the value shall be determined by one MAI appraiser mutually agreed upon by the Unit Owner, mortgagees and the Association or, if the parties are unable to agree as to an appraiser, the value shall be determined as the average of three (3) appraisals by three (3) such appraisers, one (1) of whom shall be selected

by the Association, one by the Unit Owner and one by the appraiser so selected. The cost of such appraisal or appraisals shall be a Common Expense of the Association.

(f) Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of the Common Elements, if any, shall be distributed to the Unit Owners in the share in which they own the Common Elements after adjustment of these shares on account of the condemnation or eminent domain proceedings. If there is a mortgage on a Condominium Unit, the distribution shall be paid jointly to the Owner and the mortgagee(s) of the Condominium Unit.

(g) The changes in Condominium Units, in the Common Elements and in the ownership of the Common Elements that are effected by condemnation shall be evidenced by an amendment of this Declaration of Condominium that need be approved only by the Board of Directors of the Association.

19. MAINTENANCE OF COMMUNITY INTEREST. In order to maintain a community of congenial owners who are financially responsible and thus protect the value of the Units, the transfer leasing and rentals of Units by any Unit Owner other than the Developer shall be subject to the following provisions so long as the Condominium exists, which provisions each Unit Owner covenants to observe:

(a) Conveyances, Sales and Transfers. There are no restrictions on conveyances, sales or other transfers of Condominium Units in this Condominium.

(b) Leasing Restrictions. No Unit Owner may dispose of a unit or any interest therein by lease without approval of the Association. The Association shall have the power to disapprove leases and reject the application for approval of a lease where a Unit Owner is not current in the payment of assessments unless the Unit Owner brings the assessment payments current. Further, no Condominium Unit shall be leased for a period less than the period required in order for the Condominium Property to avoid being classified as a "public lodging establishment" as defined in Chapter 509, Florida Statutes, nor shall any Condominium Unit be leased for a period less than thirty (30) days nor more than three (3) times a year. Also, while the purchaser or lessee of a Condominium Unit may be a corporation, general partnership, limited liability company or limited partnership, a corporate, limited liability company or partnership Unit Owner shall not be permitted to designate nor permit more than one (1) different occupant and their families, to occupy the Unit within any twelve (12) month period. Additionally, a Condominium Unit may not be used or sold on a "time share basis". There shall be a One Hundred and No/100 Dollars (\$100.00) review fee owing to the Association for review of each proposed lease.

(c) Corporate or Partnership Purchaser or Lessee. The purchaser or lessee of a Condominium Unit may be a corporation or general partnership or limited partnership. A corporate or partnership Unit Owner shall not be permitted to designate nor permit more than

three (3) different occupants, and their families, to occupy the Unit within any twelve (12) month period.

20. RESTRAINT UPON SEPARATION AND PARTITION. Any transfer of a Condominium Parcel must include all elements thereof as aforescribed and appurtenances thereto, whether or not specifically described, including but not limited to the Unit Owner's share in the Common Elements and the Limited Common Elements and his or her Association membership. The shares in the Common Elements appurtenant to a Unit are undivided and no action for partition for the Common Elements shall lie. Further, the undivided share in the Common Elements shall not be separated from the Condominium Unit and the share in the Common Elements appurtenant to a Condominium Unit.

21. USE RESTRICTIONS. In addition to other obligations and duties heretofore set out in this Declaration, every Unit Owner or occupant of a Condominium Unit shall abide by the following use restrictions and any rules and regulations adopted by the Association which are not inconsistent with the provisions set forth herein or the Exhibits hereto.

**THERE ARE NO RESTRICTIONS ON CHILDREN RESIDING IN THE CONDOMINIUM.**

(a) Each Condominium Unit shall be used only for the purpose of a residence in which there shall not be more than six persons continuously residing, excluding visitors and guests.

(b) Each Unit Owner shall maintain his or her Condominium Unit in good condition and repair, including all internal surfaces within or surrounding his or her Condominium Unit, and each Unit Owner shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately to his or her Condominium Unit. Landscaped and grassed areas shall be used only for the purposes intended. No articles belonging to Unit Owners or residents shall be kept in such areas, temporarily or otherwise.

(c) Each Unit Owner shall maintain his or her Condominium Unit in a clean and sanitary manner.

(d) No Owner or resident of a Condominium Unit may make or permit any disturbing noises, as determined by the Board of Directors, in the Building or on the Condominium Property, whether made by himself, his or her family, friends, guests, pets or employees, nor may he do or permit to be done anything by such persons that would interfere with the rights, comforts or other conveniences of other residents. No person may play or suffer to be played any musical instrument, stereo, phonograph, radio or television set in his or her Condominium Unit or on or about the Condominium Property if the same shall in any manner disturb or annoy the other residents or Owners of the Condominium Property.

(e) Each Unit Owner may identify his or her Condominium Unit by a name plate of a type and size approved by the Association and mounted in a place and manner so approved. All mailboxes shall be approved by the Association prior to installation.

(f) No signs, advertising or notices of any kind or type whatsoever, including, but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on any Condominium Unit or, Common Element or Limited Common Element; nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any Condominium Unit, without the prior written approval of the Board of Directors, except that the Developer can post such signs until all of the Condominium Units owned by it are sold.

(g) All damage to the Condominium Property caused by the moving and/or carrying of articles therein shall be paid by the Unit Owner or person in charge of such articles. The Association may require the Unit Owner to deposit funds with the Association as security for any damage caused by moving and/or carrying articles therein.

(h) Soliciting is strictly forbidden. Unit Owners should notify the Association if a solicitor appears, and appropriate action will be taken.

(i) No Owner or resident of a Condominium Unit shall permit or suffer anything to be done or kept in his or her Condominium Unit which will increase the insurance rates on his Condominium Unit, the Limited Common Elements, if any, or the Common Elements, or which will obstruct the rights or interfere with the right of other owners or residents or annoy them by unreasonable noises or otherwise; nor shall an owner of a Condominium Unit commit or permit any nuisances, immoral or illegal act in a Condominium Unit, the Limited Common Elements, if any, or on the Common Elements.

(j) Each Unit Owner or resident shall conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of the Condominium Unit, Limited Common Elements and Common Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using the Unit Owner's property by, through or under him do likewise.

(k) Each Unit Owner or resident shall allow the Association or its authorized agent to enter any Condominium Unit and the improvements thereon during reasonable hours when necessary for the maintenance, repair and/or replacement of any Common Elements which include Limited Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements which include the Limited Common Elements or to another Condominium Unit or Condominium Units.

(l) Unit Owners or residents shall make no repairs to any plumbing or electrical wiring within a unit except by a plumber or electrician licensed in Pinellas County, Florida.

(m) Unit Owners shall not alter, modify nor change the Condominium Units without the prior written approval of the Board of Directors. No Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Buildings (including, but not limited to awnings, signs, storm shutters, screens, furniture, fixtures and equipment), nor plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Association; provided, however, any Unit Owner may display one portable, removable

United States flag in a respectable way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful way portable, removable official flags, not larger than four and one-half feet by six feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags.

(n) Any change to the exterior lighting of a Condominium Unit must be approved in writing by the Board of Directors.

(o) Pets and Animals.

(1) All dogs and cats shall be contained in the Owner's Unit and when not within the Unit must be kept on a leash and not allowed to run free. Further, all pet Owners are responsible for cleaning up and removing any waste made by their pets on the Condominium Property. If a pet becomes a nuisance or an Owner does not abide by the Rules and Regulations established by the Board of Directors of the Association pertaining to pets, the Board of Directors of the Association can request the Unit Owner remove his or her pet at any time after the approval of at least 67% of the Unit Owners. All such animals shall be licensed by the appropriate state or local authorities.

(2) No horses, cows, goats, chickens, pigeons, parrots, or any other such animals, fowl or reptiles shall be kept on any of the Condominium Property.

(3) Commercial activities involving pets shall not be allowed.

(p) No ceramic tiles or wood floors which are not supplied by the Developer may be installed in a Condominium Unit unless the Board of Directors has approved the plan for providing adequate noise insulation.

(q) To the extent the Developer installs any floor covering on the lanais, no Unit Owner shall change, modify or alter the floor covering without the prior written approval of the Board, including, but not limited to, the placement of any soft or water absorbing materials on the lanai.

(r) Personal property of Unit Owners including bicycles and similar items shall be kept in the Condominium Units or storage areas for the Condominium Unit except when in use.

(s) No Unit Owner shall cook or barbecue on his or her lanai area. All cooking and barbecuing may only be done in designated areas determined by the Association. In addition, no Unit Owner shall use his or her lanai area for the purpose of storing personal property.

(t) No Unit Owner may enclose his or her lanai area.

(u) All window coverings shall be lined with white or off white lining on the side exposed to the public, unless otherwise approved by the Board of Directors.

(v) No antennas, satellite dishes or similar items shall be permitted without the prior written approval of the Board of Directors of the Association, except with respect to the placement of satellite dishes in designated area(s) established by the Board of Directors, so long as said satellite dishes do not exceed 34 inches in diameter.

The Association has the right to establish additional rules and regulations governing the conduct of all residents and also the use of the Condominium Units, Limited Common Elements and Common Elements, so long as such additional rules and regulations are not inconsistent with the terms and conditions of this Declaration. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Paragraph 21 for good cause shown.

22. DEVELOPER'S RIGHTS DURING DEVELOPMENT PERIOD. During such time as the Developer, its successors or assigns is in the process of construction or sale of Condominium Units on the lands described in Exhibit A hereto, the Developer, its successors or assigns expressly reserve the following rights:

(a) The right to prohibit access to any uncompleted Building to any of the residents of the Condominium, while such uncompleted Building is under construction and development. No Unit Owner or his guests or invitees shall in any way interfere or hamper the Developer, its employees, contractors, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, owns any Condominium Units within the Buildings and is carrying on any business in connection therewith, including the selling, renting or leasing of such Condominium Units, the Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Condominium Units by the Developer, its successors or agents.

(b) An easement for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, center cores and other portions of the Common Elements as may be from time to time necessary and intended for such purpose of going from one portion of the Condominium Property to another, including but not limited to, all recreational facilities, if any, and, where necessary, for the proceeding from one portion of the Condominium Property to the other, and for vehicular traffic as may be necessary for the Developer, its guests, assigns and invitees for the purpose of crossing over various portions of the Condominium Property to obtain ingress and egress to the Condominium Property. Provided, however, that nothing contained herein shall be construed to allow any person or entity to enter upon the Condominium Property unless it is upon an area specifically designated for such traffic and necessary for such ingress and egress as described above and under no circumstances shall such traffic be allowed through or over any Condominium Unit not owned by the Developer its successors or assigns, or any Limited Common Element appurtenant thereto.

23. COVENANTS. All provisions of this Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every Unit Owner and claimant of the land or any part thereof or interest therein, and his heirs, executors, administrators, personal representatives, successors, assigns and leases shall be bound by all the provisions of this Declaration.

24. INVALIDATION AND OPERATION.

(a) Invalidation of any portion of this Declaration or of any provision contained in a conveyance of a Condominium Unit, whether by judgment or court order or law, shall not affect any of the other provisions, which shall remain in full force and effect.

(b) In the event any court should hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law and for such purpose measuring lives shall be those of the incorporator of the Association.

25. INTERPRETATION. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to-wit: Chapter 718, Florida Statutes, as of the date hereof.

26. HURRICANE SHUTTERS. Unit Owners may install hurricane or storm shutters only in accordance with the specifications adopted by the Board of Directors, which shall include specifications concerning color, style and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. The Board reserves the right (but is not obligated), subject to provisions of §718.3026, Florida Statutes, and the approval of a majority of voting interests of the Condominium, to install hurricane shutters and may maintain, repair or replace such approved hurricane shutters, whether on or within Common Elements, Limited Common Elements, Units or the Association Property. However, where laminated glass architecturally designed to function as hurricane protection which complies with the applicable building codes has been installed, the Board may not install hurricane shutters. The Board may operate shutters installed pursuant to this Paragraph without permission of the Unit Owners only where such operation is necessary to preserve and protect the Condominium Property and Association Property. The expense of installing and repairing hurricane shutters by the Board shall constitute a Common Expense, although a Unit Owner who has previously installed hurricane shutters or laminated glass architecturally designed to function as hurricane protection which complies with the applicable building code shall receive a credit equal to the pro rata portion of the assessed installation costs assigned to each Unit.

27. CONSENT BY MORTGAGEES. In the event that mortgagee consent is required for any amendment to this Declaration pursuant to Paragraph 12, the approval of fifty-one percent (51%) of the Institutional Mortgagees holding mortgages of record on Condominium Units in the Condominium shall be required.

An addition or amendment shall not be considered material if it is for the purpose of correcting technical or scrivener's errors or for clarification only. An Institutional Mortgagee who receives a written request from the Association to approve material additions or amendments to the above items who does not deliver or post a negative response to the



Association within thirty (30) days shall be deemed to have approved such addition or amendment.

28. NOTICE TO INSTITUTIONAL MORTGAGEES. Upon written request to the Association, Institutional Mortgagees will be entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the Condominium Project or the Condominium Unit securing its mortgage.
- (b) Any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.
- (c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- (d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

29. ADDITIONAL RIGHTS OF INSTITUTIONAL MORTGAGEES. Institutional Mortgagees shall have the following rights:

- (a) Upon written request of an Institutional Mortgagee to the Association any Institutional Mortgagee is entitled to a copy of the financial statements of the Association for the immediately preceding fiscal year as soon as such financial statements are available.
- (b) The Association shall make available for inspection upon the Institutional Mortgagee's request, during normal business hours of the Association, current copies of the Declaration, Bylaws, other rules concerning the Condominium Property, and the books, records and financial statement of the Association.

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

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

**ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM PROPERTY AND THE VALUE THEREOF;**

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

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

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

**AS USED IN THIS ARTICLE, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, MANAGERS, CONTRACTORS, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS AND SHALL ALSO INCLUDE THE DEVELOPER, WHICH SHALL BE FULLY PROTECTED HEREBY.**

31. TERMINATION. The Condominium may be terminated in the following manner:

(a) Subject to paragraphs (b) and (c) below, the Declaration and any amendments or supplements hereto will remain in effect from date of recordation until thirty-five (35) years from the date the Declaration is recorded in Public Records of Pinellas County, Florida. Thereafter, this Declaration will be automatically extended for five (5) successive periods of ten (10) years each, unless otherwise modified or terminated as provided below.

(b) Except as provided in Paragraph 17(g)(2), the termination of the Condominium may be effected by unanimous agreement of all Unit Owners and all mortgagees holding mortgages on said Condominium Units, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the Public

Records of Pinellas County, Florida. . Upon recordation of the instrument evidencing consent of all of the Unit Owners to terminate the Condominium, the Association within thirty (30) days shall notify the Division of the termination and the date the document was recorded, the county where the document was recorded, and the book and page number of the public records where the document was recorded, and shall provided the Division a copy of the recorded termination notice certified by the clerk.

(c) Upon termination of the Condominium, the Condominium Property shall be owned in common by all the Unit Owners in the same undivided shares as each Unit Owner had in the Common Elements pursuant to the provisions of this Declaration. All liens shall be transferred to the undivided share in the Condominium Property attributable to the Condominium Unit originally encumbered by the lien in its same priority.

#### **Condominium Conversion and Disclaimer of Warranty**

This Condominium is being created by the conversion of existing improvements, which has operated as a hotel. In lieu of providing any statutory or implied warranties the Developer, pursuant to Florida Statute 718.618(6) has elected to establish the required statutory reserve accounts. The Developer will fund the required statutory reserves on a prorata basis upon the sale of each unit. The Developer shall deposit in a reserve account not less than a percentage of the total amount to be deposited in the reserve account equal to the percentage of ownership of the common elements allocable to a unit sold. The Units and property are being sold in **AS-IS, WHERE IS CONDITION WITH ALL FAULTS. THERE ARE NO STATUTORY WARRANTIES ASSOCIATED WITH THE UNIT OR THE PROPERTY. No warranties, guarantees, or promises, express or implied, of any type including, without limitation, any warranty of merchantability, fitness for a particular purpose, habitability or construction or statutory warranties have been made to or should be relied upon by a Unit Owner in making the determination to execute and close pursuant to this Agreement, nor shall any of such warranties be applicable to the Units or the Property. Developer shall not be liable in any event for incidental and/or consequential damages caused by or in connection with, pertaining to or relating to any article, improvement, component or other item of property.**

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name by the proper officers of its managing general partner thereunto duly authorized and its corporate seal affixed, the day and year first above written.

Signed, sealed and delivered  
In the presence of:

Doreen Steen  
Print Name: Doreen Steen

Bret Cansler  
Print Name: BRET CANSLER

SUNSET PARADISE, LLC, a Florida limited liability company

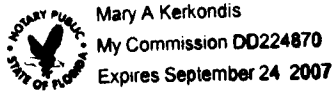
By: Frank C. Silcox  
Print Name: FRANK C. SILCOX  
Its: MANAGING MEMBER

(CORPORATE SEAL)

Address: 100 S. Ashley Drive  
Suite 1270  
TAMPA, FL 33602

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 9th day of December, 2003, by Frank C. Silcox, as Managing Member of SUNSET PARADISE, LLC, a Florida limited liability company, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification..



Mary A. Kerkondis  
NOTARY PUBLIC  
Print Name: Mary A. Kerkondis  
Serial Number: DD224870  
My Commission Expires: September 24, 2007

**CONSENT OF MORTGAGEE**

The undersigned, the holder of that certain Mortgage recorded in Official Records Book 13215, beginning on Page 1747 of the Public Records of Pinellas County, Florida, (the "Mortgage"), encumbering the land described in Exhibit "A" to the Declaration of Condominium of Sunset Paradise, a Condominium (the "Declaration"), to which this Consent of Mortgagee is attached and for which this Consent is executed, hereby consents to said Declaration and agrees that the lien of its Mortgage, to the extent of an encumbrance upon the land described in Exhibit "A" attached to the Declaration, shall be upon all of the condominium parcels of Sunset Paradise, a Condominium, according to the Declaration thereof, together with all of the appurtenances including but not limited to any common elements appurtenant to the condominium parcels so encumbered and to the undivided shares of the common elements.

Nothing contained herein shall be deemed to or in any way limit or affect the Mortgage held by Regions Bank, or the priority of the lien created thereby and the sole purpose of this Consent is to acknowledge the consent of said mortgagee to the Declaration as hereinabove provided.

This instrument is executed by the undersigned for the purpose of complying with or pursuant to Florida Statutes, Chapter 718. Executed this 5<sup>th</sup> day of December, 2003.

**REGIONS BANK**

Karen L. Hout  
Print Name Karen L. Hout


Laura Weiter  
Print Name: Laura Weiter

By: [Signature]  
Print Name: William J. Hindman  
Its: Senior Vice President

Address: 1511 N. Westshore Blvd., Ste. 850  
Tampa, Florida 33607

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 5 day of December, 2003, by Wm. J. Hindman, as SVP of Regions Bank, on behalf of the bank. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

 Karen L. Hout  
My Commission DD116224  
Expires August 09, 2006

[Signature]  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
Serial Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## EXHIBIT A

**LEGAL DESCRIPTION (as provided):**

Lot 9, the North 1/2 of Lot 10, Lot 13, LESS the East 10 feet of the North 1/2 thereof. Lot 14, LESS the East 10 feet and all of Lot 15 in Block 17 of RE-REVISED MAP OF INDIAN BEACH, according to the map or plat thereof as recorded in Plat Book 5, Page 6, public records of Pinellas County, Florida, LESS those portions of Lots 13 and 15 set forth in Warranty Deed recorded in O.R. Book 6339, Page 988, TOGETHER WITH those parts of vacated alleys described in O.R. Book 4612, Page 1114, O.R. Book 5439, Page 305 and O.R. Book 7062, Page 764, being more particularly described as follows:

The East 1/2 of the 10 foot alley (a/k/a Beach Trail) abutting Lots 13 and 14 on the West; the West 1/2 of the 10 foot alley (a/k/a Beach Trail) abutting Lot 9 on the East; the West 1/2 of the 10 foot alley (a/k/a Beach Trail) abutting the North 1/2 of Lot 10 on the East.

AND

That Portion of Gulf Drive also known as Beach Drive, also known as North Beach Drive lying Easterly of the West edge of the seawall and Westerly of the West lot lines of Lot 9 and the North 1/2 of Lot 10.

EXHIBIT A

SUNSET PARADISE A CONDOMINIUM  
SECTION 1, TOWNSHIP 30 SOUTH, RANGE 14 EAST, PINELLAS COUNTY FLORIDA

UNIT BOUNDARY DESCRIPTION:

UPPER BOUNDARIES:

THE UPPER BOUNDARY OF THE UNITS SHALL BE THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING OF THE UNIT EXTENDED TO AN INTERSECTION WITH THE PARAMETRICAL BOUNDARIES.

LOWER BOUNDARIES:

THE LOWER BOUNDARY OF ALL UNITS SHALL BE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR OF THAT UNIT EXTENDED TO AN INTERSECTION WITH THE PARAMETRICAL BOUNDARIES.

PARAMETRICAL BOUNDARIES:

THE PARAMETRICAL BOUNDARIES OF A UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH UPPER AND LOWER BOUNDARIES:

EXTERIOR BUILDING WALLS:

THE INTERSECTING VERTICAL PLANE(S) OF THE INNERMOST UNFINISHED SURFACES OF THE EXTERIOR WALL OF THE BUILDING BOUNDING SUCH UNIT.

INTERIOR BUILDING WALLS:

THE VERTICAL PLANE(S) OF THE INNERMOST UNFINISHED SURFACE OF THE PARTY WALLS DIVIDING SUCH UNITS EXTENDED TO INTERSECTIONS WITH OTHER PARAMETRICAL BOUNDARIES.

APERTURES, WHERE THERE ARE APERTURES IN ANY BOUNDARY, INCLUDING, BUT NOT LIMITED TO, WINDOWS AND DOORS, SUCH BOUNDARIES SHALL BE EXTENDED TO INCLUDE THE INTERIOR, UNFINISHED SURFACES OF SUCH APERTURES, INCLUDING ALL FRAMEWORKS THEREOF, EXTERIOR SURFACES MADE OF GLASS OR OTHER TRANSPARENT MATERIALS, EXTERIOR DOORS OF ANY TYPE, INCLUDING THE LOCKS, HINGES AND OTHER HARDWARE THEREOF, AND ALL FRAMING AND CASINGS THEREOF SHALL BE INCLUDED IN THE BOUNDARIES OF THE UNIT.

AIR CONDITIONING UNITS, THE BOUNDARIES OF EACH UNIT SHALL ALSO BE DEEMED TO INCLUDE ALL INTEGRAL PARTS OF THE AIR CONDITIONING UNIT LOCATED WITHIN THE UNIT.

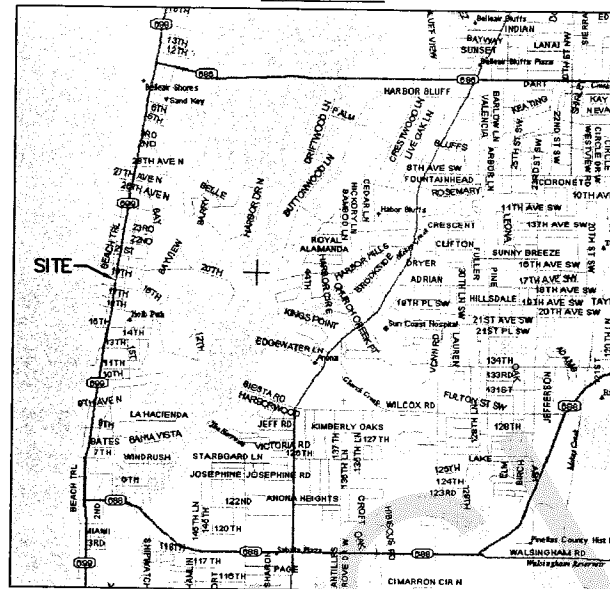
EXCLUDED FROM UNITS, THE UNITS SHALL NOT BE DEEMED TO INCLUDE UTILITY SERVICES WHICH MAY BE CONTAINED WITHIN THE BOUNDARIES OF THE UNIT, BUT WHICH ARE UTILIZED TO SERVE COMMON ELEMENTS AND/OR A UNIT OR UNITS OTHER THAN OR IN ADDITION TO THE UNIT WITHIN WHICH CONTAINED. SUCH UTILITY SERVICES ARE PART OF THE COMMON ELEMENTS, AND SHALL BE THE MAINTENANCE RESPONSIBILITY OF THE ASSOCIATION. THE UNIT SHALL NOT BE DEEMED TO INCLUDE COLUMNS OR PARTITIONS CONTRIBUTING TO THE SUPPORT OF THE BUILDING. SUCH COLUMNS OR PARTITIONS ARE PART OF THE COMMON ELEMENTS. MOREOVER, NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, PIPES, WIRES, CONDUITS, CABLE WIRES, OR OTHER UTILITY LINES OR INSTALLATIONS CONSTITUTING A PART OF THE OVERALL SYSTEMS DESIGNED FOR THE SERVICE OF ANY PARTICULAR CONDOMINIUM UNIT, OR ANY OF THE STRUCTURAL MEMBERS OR PORTIONS OF ANY KIND, INCLUDING FIXTURES AND APPLIANCES AND STAIRWAYS WITHIN THE CONDOMINIUM UNIT, WHICH ARE NOT REMOVABLE WITHOUT JEOPARDIZING THE SOUNDNESS, SAFETY OR USEFULNESS OF THE REMAINDER OF THE BUILDING OR ANOTHER CONDOMINIUM UNIT, SHALL NOT BE DEEMED TO BE PART OF ANY CONDOMINIUM UNIT.

SURVEYOR'S CERTIFICATE:

THE UNDERSIGNED BEING A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA HEREBY CERTIFIES THAT THE SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION, TOGETHER WITH THE DECLARATION OF CONDOMINIUM FOR SUNSET PARADISE A CONDOMINIUM ARE SUFFICIENT IN DETAIL TO IDENTIFY THE COMMON ELEMENTS AND EACH UNIT AND THEIR RELATIVE LOCATIONS AND APPROXIMATE DIMENSIONS; AND THAT THE CONSTRUCTION OF THE CONDOMINIUM IS SUBSTANTIALLY COMPLETE.

LLOYD J. BRADEN  
PROFESSIONAL SURVEYOR & MAPPER #6174  
Not valid without the signature and raised seal of a Florida licensed Surveyor and Mapper.

VICINITY MAP



NOT TO SCALE

TABLE OF CONTENTS:

SHEET 1	= TITLE PAGE
SHEET 2	= SITE PLAN
SHEET 3	= UNIT CONFIGURATION
SHEET 4	= BLDG. #1 FLOOR PLAN
SHEET 5	= BLDG. #2 FLOOR PLAN
SHEET 6	= BLDG. #3 FLOOR PLAN LEVEL 1
SHEET 7	= BLDG. #3 FLOOR PLAN LEVEL 2
SHEET 8	= BLDG. #3 FLOOR PLAN LEVEL 3
SHEET 9	= PROPOSED PARKING LAYOUT

LEGAL DESCRIPTION (as provided):

Lot 9, the North 1/2 of Lot 10, Lot 13, LESS the East 10 feet of the North 1/2 thereof, Lot 14, LESS the East 10 feet and all of Lot 15 in Block 17 of RE-REVISED MAP OF INDIAN BEACH, according to the map or plat thereof as recorded in Plat Book 5, Page 6, public records of Pinellas County, Florida, LESS those portions of Lots 13 and 15 set forth in Warranty Deed recorded in O.R. Book 6339, Page 988, TOGETHER WITH those parts of vacated alleys described in O.R. Book 4612, Page 1114, O.R. Book 5439, Page 305, O.R. Book 7062, Page 764, and O.R. Book 10762, Page 1307, being more particularly described as follows:

The East 1/2 of the 10 foot alley (a/k/a Beach Trail) abutting Lots 13, 14, and 15 on the West; the West 1/2 of the 10 foot alley (a/k/a Beach Trail) abutting Lot 9 on the East; the West 1/2 of the 10 foot alley (a/k/a Beach Trail) abutting the North 1/2 of Lot 10 on the East.

AND

That Portion of Gulf Drive also known as Beach Drive, also known as North Beach Drive lying Easterly of the West edge of the seawall and Westerly of the West lot lines of Lot 9 and the North 1/2 of Lot 10.

SURVEYOR'S NOTES:

1. ALL PROPERTY CORNERS HAVE NO IDENTIFICATION UNLESS OTHERWISE SHOWN HEREON.
2. ALL BOUNDARY LINE BEARINGS AND DISTANCES ARE RECORD AND MEASURED UNLESS OTHERWISE SHOWN HEREON.
3. NO INSTRUMENT OF RECORD REFLECTING EASEMENT, RIGHT-OF-WAY, AND/OR OWNERSHIP HAVE BEEN FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN.
4. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED AS PART OF THIS SURVEY, UNLESS SHOWN OR MADE NOTE OF HEREON.
5. BEARINGS SHOWN HEREON ARE BASED ON THE COASTAL CONSTRUCTION CONTROL LINE ALONG LOT 9 WHICH BEARS N08°15'28"E. BEARINGS ON DETAILS "A" & "B" ARE BASED ON DEED RECORDED IN O.R. BOOK 6339, PAGE 988.
6. BOUNDARY SHOWN HEREON IS BASED ON MONUMENTATION FOUND IN PLACE AND ON RECORDS INCLUDING BUT NOT LIMITED TO A PREVIOUS SURVEY BY: CAMPBELL CONSULTANTS, INC. SURVEY DATED 12/29/98, NUMBER 98-282. ALSO IT IS THIS SURVEYORS OPINION THAT THE ADDITIONAL RIGHT-OF-WAY TAKEN ALONG GULF BOULEVARD WAS INTENDED TO BE THE EAST TEN FEET OF THE LOTS ABUTTING ON THE WEST SIDE THEREOF.
7. UNIT DIMENSIONS SHOWN HEREON EXPRESS THE GENERAL UNIT SIZE, EXCLUSIVE OF STRUCTURAL COLUMNS. MINOR VARIATIONS WILL OCCUR DUE TO CONSTRUCTION TOLERANCES.



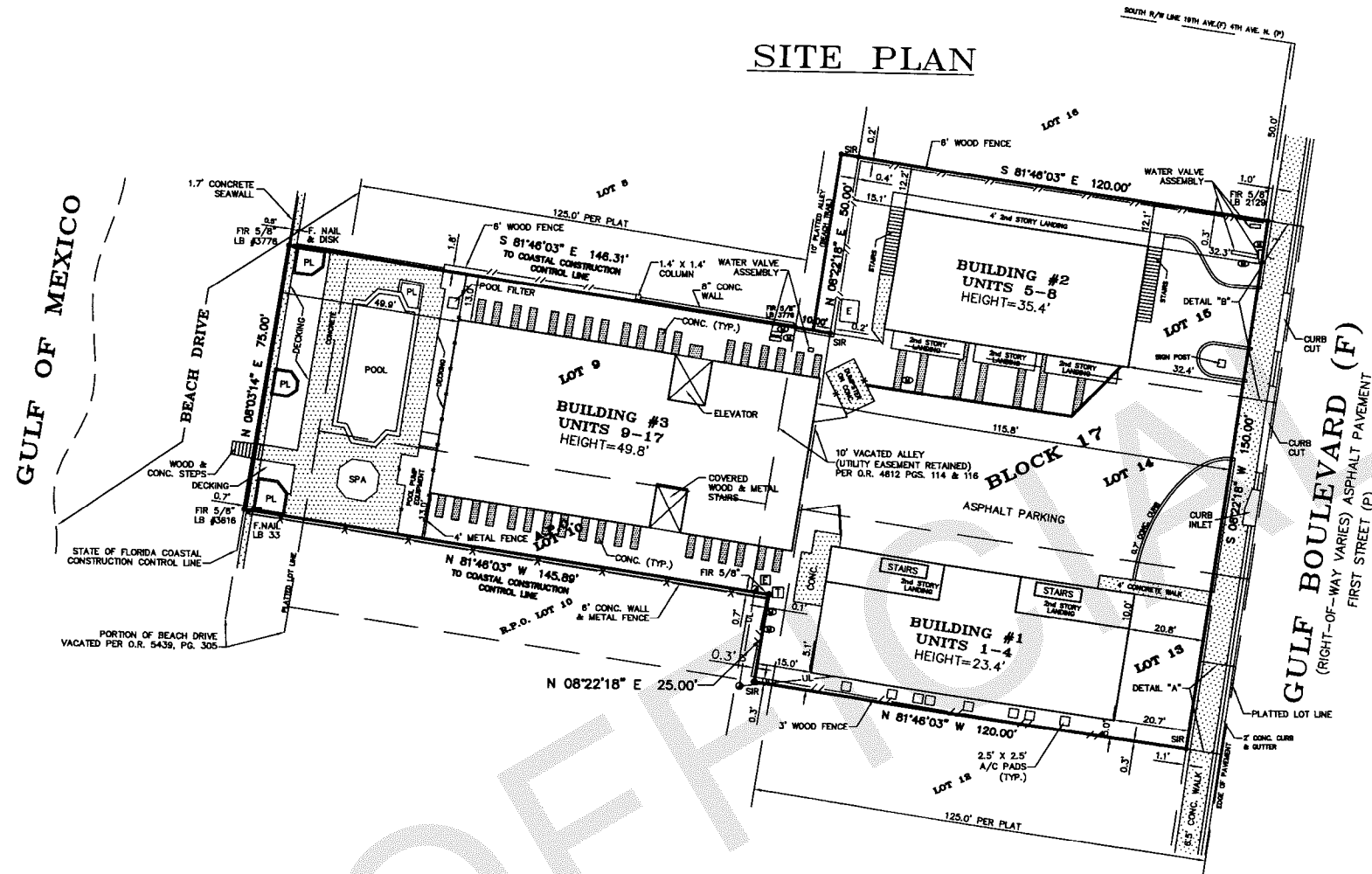
Braden Land Surveying, Inc.

7236 STATE ROAD 52, SUITE 9, BAYONET POINT, FL. 34667  
PHONE (727) 819-1332 FAX (727) 819-1339  
LB#7221

SHEET 1 OF 9 SHEETS

EXHIBIT B

Scale 1" = 30 ft



*Braden Land Surveying, Inc.*

7236 STATE ROAD 52, SUITE 9, BAYONET POINT, FL. 34667  
PHONE (727) 819-1332 FAX (727) 819-1339  
LB#7221

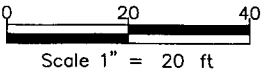
SHEET 2 OF 9 SHEETS

EXHIBIT B



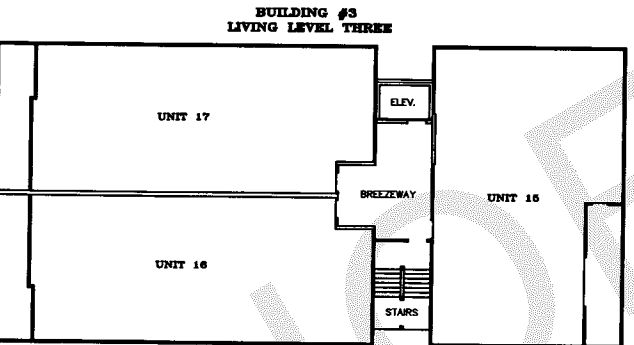
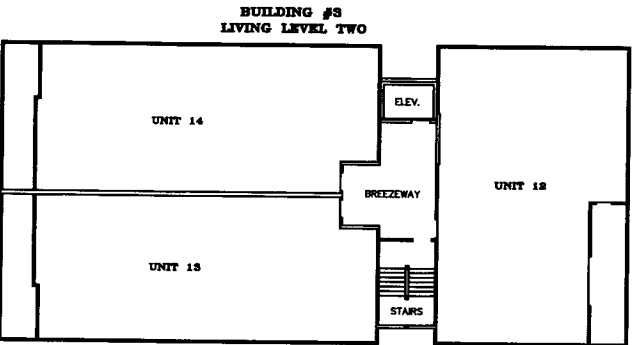
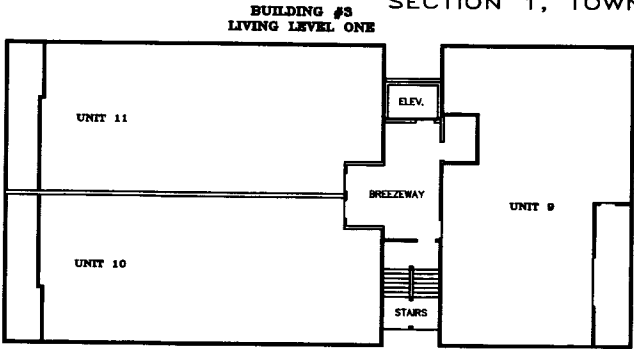
SUNSET PARADISE A CONDOMINIUM

SECTION 1, TOWNSHIP 30 SOUTH, RANGE 14 EAST, PINELLAS COUNTY FLORIDA

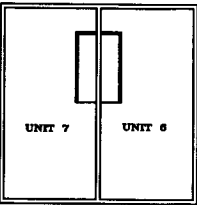


UNIT CONFIGURATION

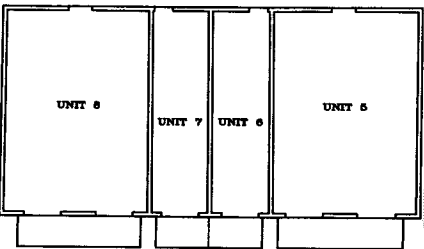
SQUARE FOOTAGE BY UNIT			
UNIT	LIVING	BALCONY	TOTAL
1	1,117	0	1,117
2	1,117	0	1,117
3	1,202	0	1,202
4	1,117	0	1,117
5	762	100	862
6	722	43	765
7	722	43	765
8	762	100	862
9	1,280	130	1,410
10	1,275	125	1,400
11	1,275	125	1,400
12	1,325	130	1,455
13	1,275	125	1,400
14	1,275	125	1,400
15	1,325	130	1,455
16	1,275	125	1,400
17	1,275	125	1,400



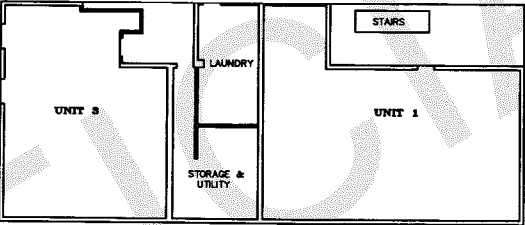
BUILDING #2  
LIVING LEVEL TWO



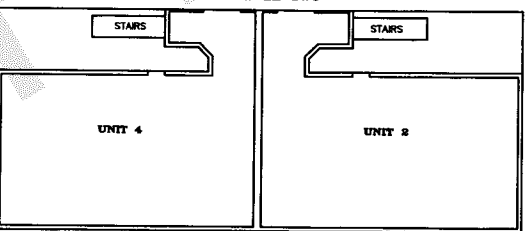
BUILDING #2  
LIVING LEVEL ONE



BUILDING #1  
LIVING LEVEL ONE



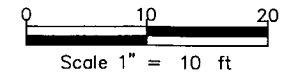
BUILDING #1  
LIVING LEVEL TWO



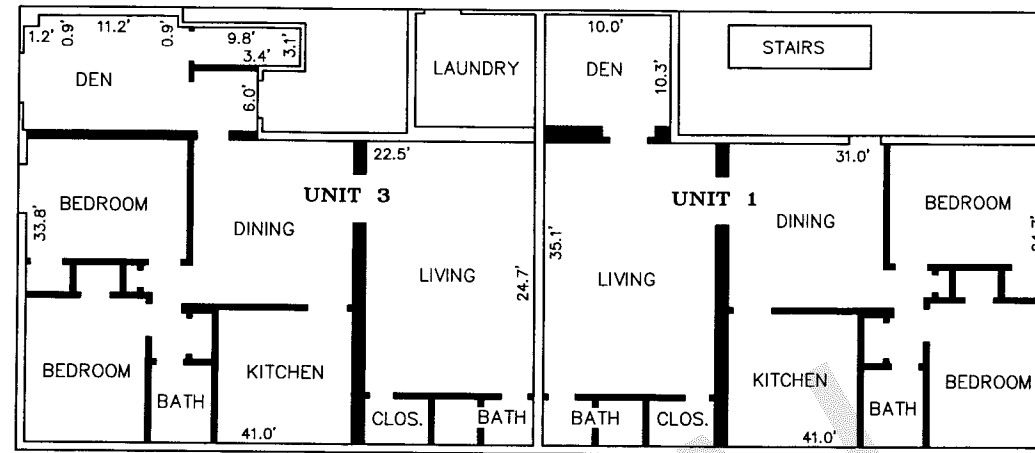
Braden Land Surveying, Inc.

7236 STATE ROAD 52, SUITE 9, BAYONET POINT, FL. 34667  
PHONE (727) 819-1332 FAX (727) 819-1339  
LB#7221

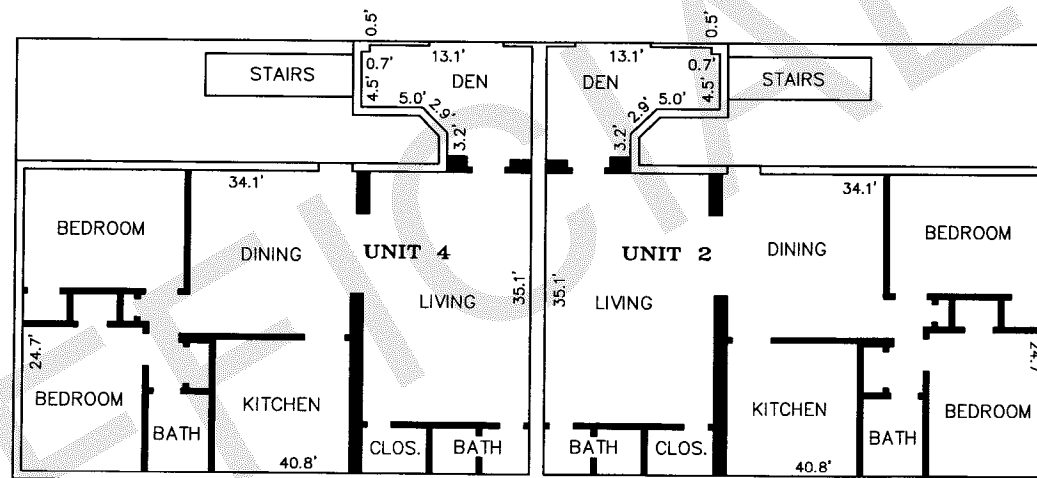
SUNSET PARADISE A CONDOMINIUM  
SECTION 1, TOWNSHIP 30 SOUTH, RANGE 14 EAST, PINELLAS COUNTY FLORIDA



BUILDING #1  
FLOOR PLAN  
LIVING LEVEL ONE  
UNITS 1&3



BUILDING #1  
FLOOR PLAN  
LIVING LEVEL TWO  
UNITS 2&4



*Braden Land Surveying, Inc.*

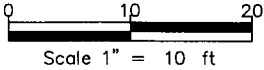
7236 STATE ROAD 52, SUITE 9, BAYONET POINT, FL. 34667  
PHONE (727) 819-1332 FAX (727) 819-1339  
LB#7221

SHEET 4 OF 9 SHEETS

EXHIBIT B

SUNSET PARADISE A CONDOMINIUM

SECTION 1, TOWNSHIP 30 SOUTH, RANGE 14 EAST, PINELLAS COUNTY FLORIDA

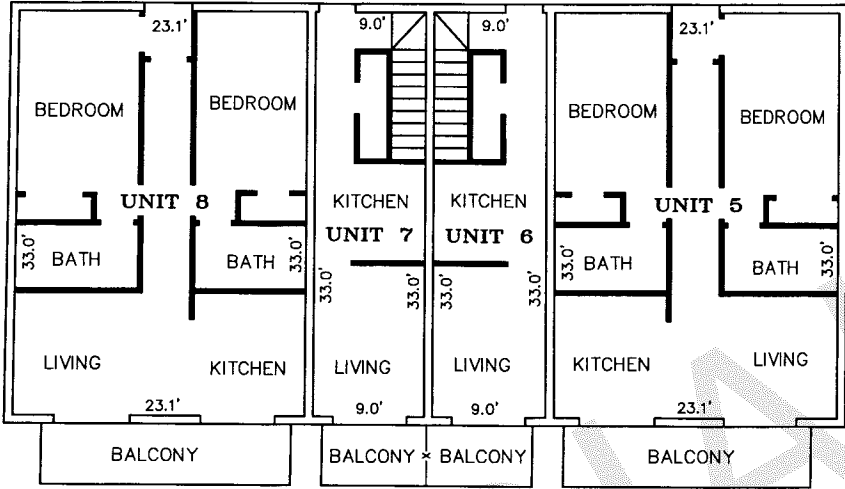


BUILDING #2

FLOOR PLAN

LIVING LEVEL ONE

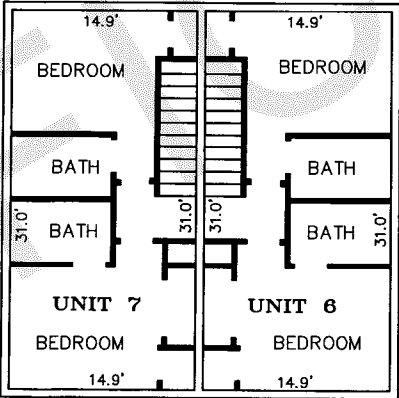
UNITS 5-8



BUILDING #2

FLOOR PLAN

LIVING LEVEL TWO

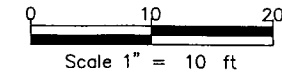
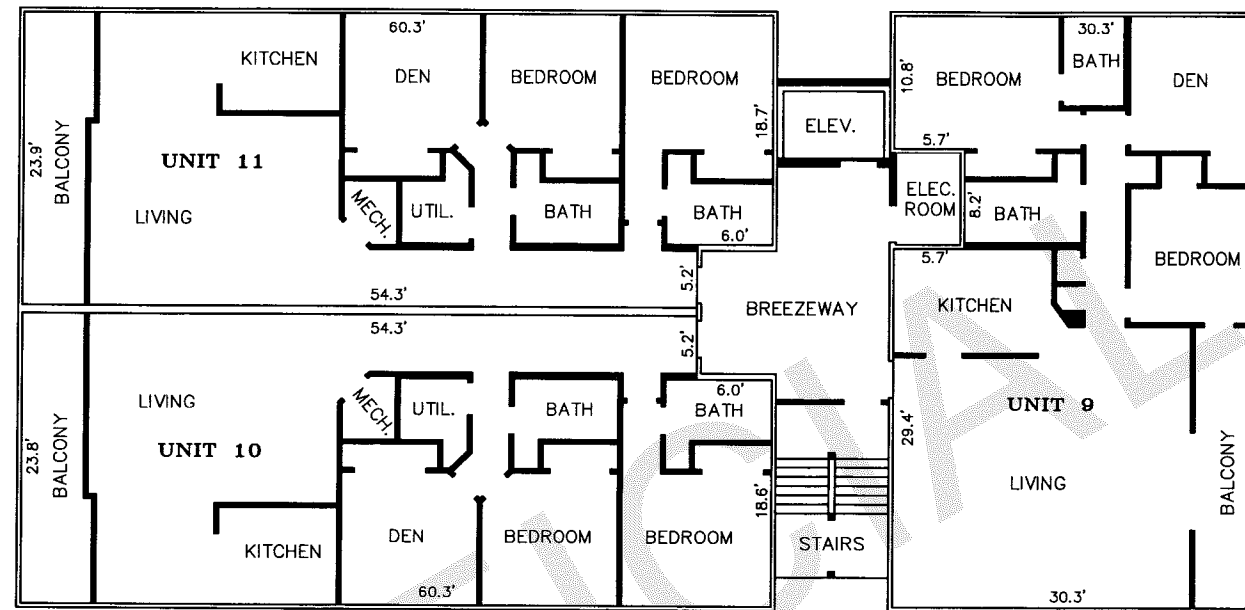


Braden Land Surveying, Inc.

7236 STATE ROAD 52, SUITE 9, BAYONET POINT, FL. 34667  
PHONE (727) 819-1332 FAX (727) 819-1339  
LB#7221

**SUNSET PARADISE A CONDOMINIUM**

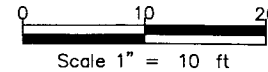
SECTION 1, TOWNSHIP 30 SOUTH, RANGE 14 EAST, PINELLAS COUNTY FLORIDA

**BUILDING #3  
FLOOR PLAN  
LIVING LEVEL ONE  
UNITS 9-11****Braden Land Surveying, Inc.**7236 STATE ROAD 52, SUITE 9, BAYONET POINT, FL. 34667  
PHONE (727) 819-1332 FAX (727) 819-1339  
LB#7221

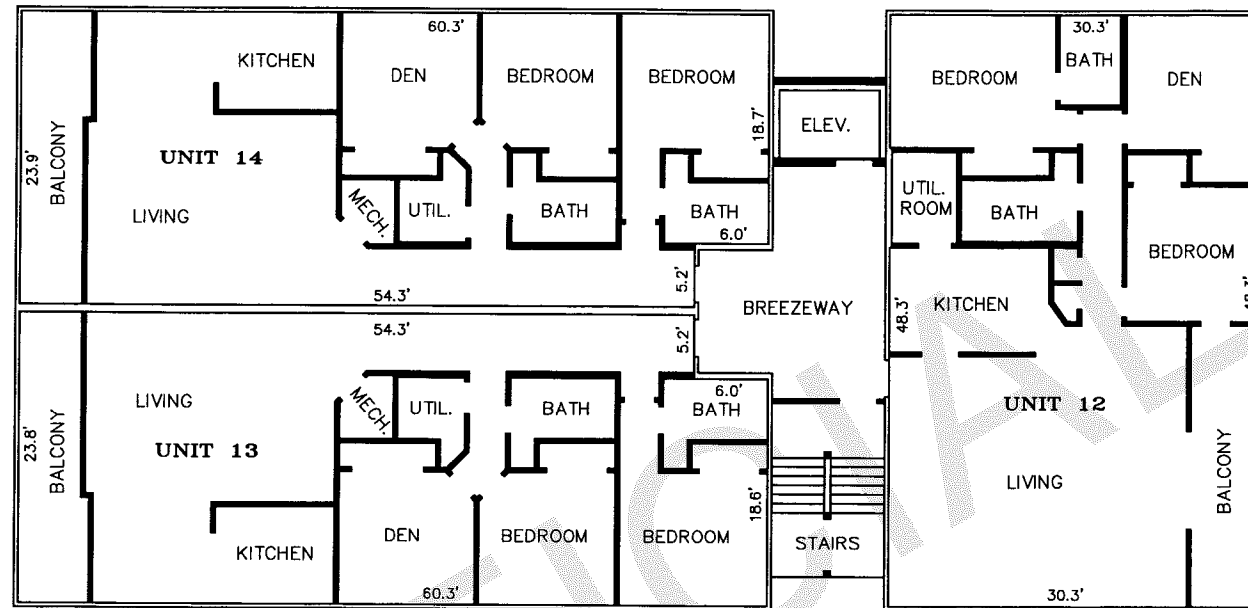
SHEET 6 OF 9 SHEETS

EXHIBIT B

SUNSET PARADISE A CONDOMINIUM  
SECTION 1, TOWNSHIP 30 SOUTH, RANGE 14 EAST, PINELLAS COUNTY FLORIDA



BUILDING #3  
FLOOR PLAN  
LIVING LEVEL TWO  
UNITS 12-14

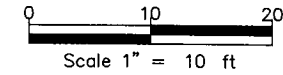


**Braden Land Surveying, Inc.**  
7236 STATE ROAD 52, SUITE 9, BAYONET POINT, FL. 34667  
PHONE (727) 819-1332 FAX (727) 819-1339  
LB#7221

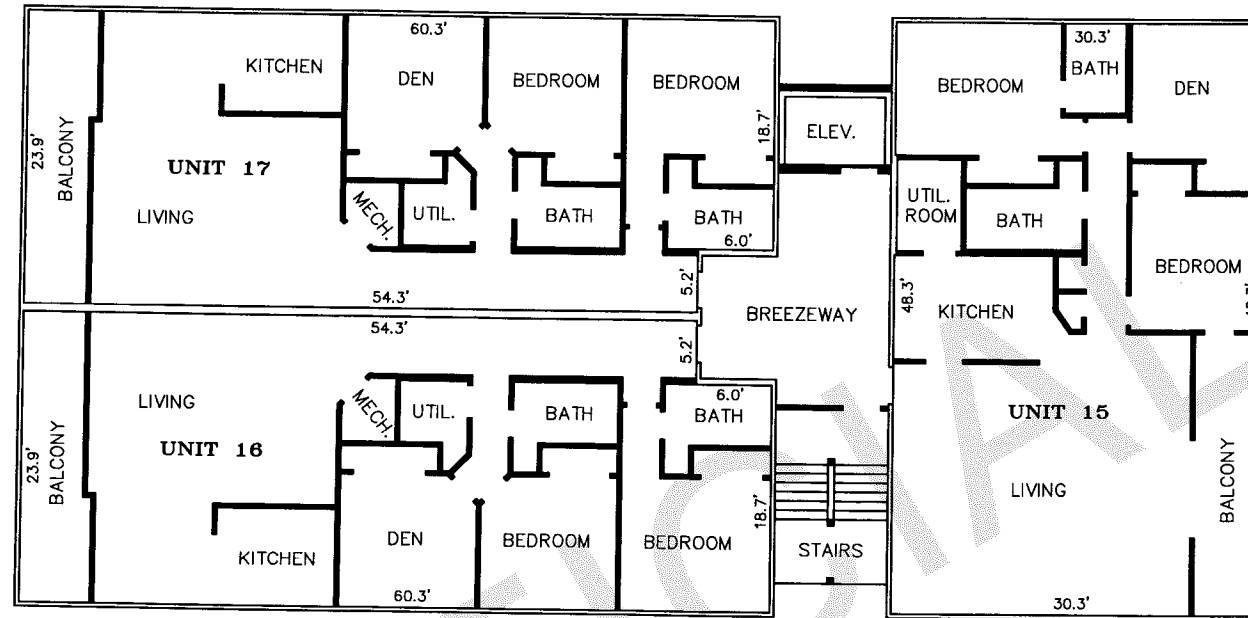
SHEET 7 OF 9 SHEETS

EXHIBIT B

**SUNSET PARADISE A CONDOMINIUM**  
SECTION 1, TOWNSHIP 30 SOUTH, RANGE 14 EAST, PINELLAS COUNTY FLORIDA



**BUILDING #3  
FLOOR PLAN  
LIVING LEVEL THREE  
UNITS 15-17**



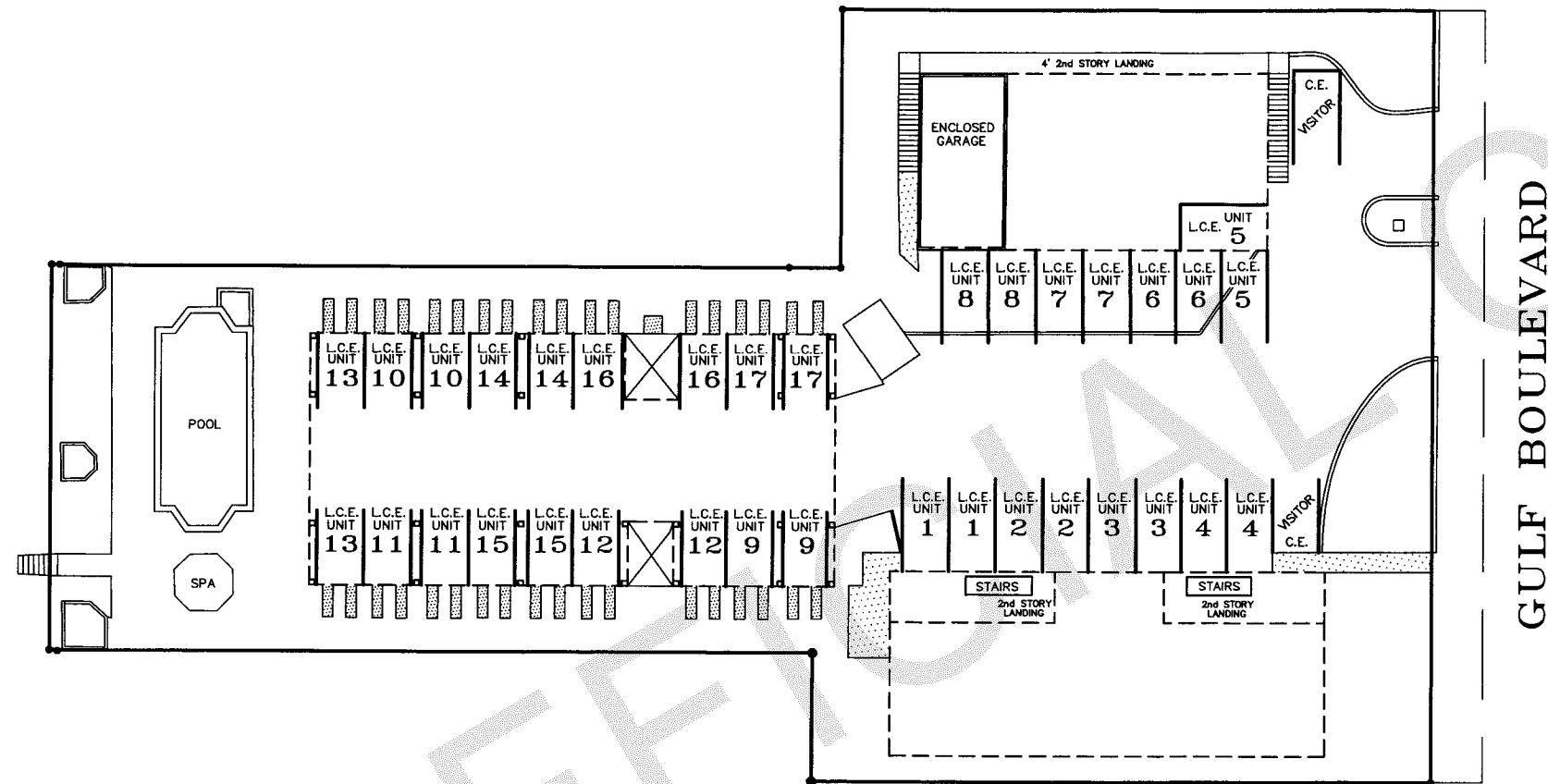
**Braden Land Surveying, Inc.**

7236 STATE ROAD 52, SUITE 9, BAYONET POINT, FL. 34667  
PHONE (727) 819-1332 FAX (727) 819-1339  
LB#7221

SHEET 8 OF 9 SHEETS

EXHIBIT B

**SUNSET PARADISE A CONDOMINIUM**  
SECTION 1, TOWNSHIP 30 SOUTH, RANGE 14 EAST, PINELLAS COUNTY FLORIDA



**Braden Land Surveying, Inc.**

7236 STATE ROAD 52, SUITE 9, BAYONET POINT, FL. 34667  
PHONE (727) 819-1332 FAX (727) 819-1339  
LB#7221

SHEET 9 OF 9 SHEETS

**EXHIBIT B**



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

November 10, 2003

CORPDIRECT AGENTS, INC.

The Articles of Incorporation for SUNSET PARADISE CONDOMINIUM ASSOCIATION, INC. were filed on November 10, 2003 and assigned document number N03000009789. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

PLEASE NOTE: Compliance with the following procedures is essential to maintaining your corporate status. Failure to do so may result in dissolution of your corporation.

A corporation annual report must be filed with this office between January 1 and May 1 of each year beginning with the calendar year following the year of the filing date noted above and each year thereafter. Failure to file the annual report on time may result in administrative dissolution of your corporation.

A federal employer identification (FEI) number must be shown on the annual report form prior to its filing with this office. Contact the Internal Revenue Service to insure that you receive the FEI number in time to file the annual report. To obtain a FEI number, contact the IRS at 1-800-829-3676 and request form SS-4.

Should your corporate mailing address change, you must notify this office in writing, to insure important mailings such as the annual report notices reach you.

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

Loria Poole, Document Specialist  
New Filings Section

Letter Number: 203A00061181

EXHIBIT C

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314



# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SUNSET PARADISE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on November 10, 2003, as shown by the records of this office.

The document number of this corporation is N03000009789.



NOTARY (2-00)

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Tenth day of November, 2003

EXHIBIT C

*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State

**ARTICLES OF INCORPORATION  
OF  
SUNSET PARADISE CONDOMINIUM ASSOCIATION, INC.  
(A Corporation Not for Profit)**

FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
03 NOV 10 PM 2:26

We, the undersigned, hereby associate ourselves together for the purpose of becoming incorporated under the laws of the State of Florida as a corporation not for profit, and hereby adopt the following Articles of Incorporation:

**ARTICLE I - NAME AND REGISTERED OFFICE OF THE CORPORATION**

The name of this corporation, hereinafter called the "Association", shall be Sunset Paradise Condominium Association, Inc. Its principal place of business shall be at 100 South Ashley Drive, Suite 1270, Tampa, Florida 33602. Its registered office shall be Suite 2700, 100 North Tampa Street, Tampa, Florida 33602. The Board of Directors may from time to time move the principal office of the Association to any other address in the State of Florida.

**ARTICLE II - PURPOSE AND POWERS**

Section 1. The purpose for which this Association is organized is to act as a governing "Association" within the meaning of the Condominium Act (Chapter 718, Florida Statutes) for Sunset Paradise, a Condominium (the "Condominium"), located in Pinellas County, Florida.

Section 2. The Association shall have all of the rights, powers, duties and functions of a governing association as set forth in the Condominium Act now or hereafter in effect, these Articles, and all powers and duties reasonably necessary to administer, govern, and maintain the Condominium pursuant to the Declaration of Condominium as it may be amended from time to time, including but not limited to the following:

(a) To make and collect assessments against members of the Association for the purpose of defraying the charges and expenses of the Condominium and of all other properties the Association shall hold, by whatever means, and operation of the Association. Assessments paid by Unit owners shall be held in trust by the Association and used solely to pay: (1) the cost of repair of the Condominium property and other costs related thereto, and (2) the cost of administration of the affairs of the Association, including payment of applicable taxes and the preservation of the Association's existence, to the extent properly allocable to the performance of the Association's duties under the Declaration of Condominium (all thereof, in the event that the Association undertakes no other activities), and (3) to pay all other common expenses as described in the Declaration of Condominium. To the extent not expended in the year in which paid, assessments shall continue to be held in trust by the Association for the benefit of the members to be expended solely for the aforesaid purposes or, upon any termination of the Condominium, the unexpended portion shall be added to the common surplus for disbursement to the members or for maintenance reserves, at the discretion of the Board of Directors.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

**EXHIBIT C**

- (c) To maintain, repair, replace and operate all Condominium property.
- (d) To purchase insurance upon Condominium property and all properties the Association shall hold and insurance for the protection of the Association and its members.
- (e) To improve the Condominium property further and, after casualty, to reconstruct improvements.
- (f) To approve or disapprove the transfer, by sale, rental, gift, devise, bequest, succession, or otherwise, and the ownership and encumbrance of Condominium units as may be provided by the Declaration of Condominium and by the Bylaws of the Association.
- (g) To enforce by legal means the provisions of the Declaration of Condominium, these Articles, the Bylaws of the Association and the rules and regulations for the use of the property of the Condominium.
- (h) To contract for the maintenance, repair, replacement and operation of any and all of the Condominium properties and to delegate to a management contractor or contractors all powers and duties of this Association.
- (i) To purchase, lease, receive by gift, or otherwise acquire possessory or use interests in real and personal property, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members of the Association.
- (j) To contract for the management, operation and upkeep of any and all property held or controlled by the Association.
- (k) To encumber, mortgage, lease, convey or grant other possessory or use interests in any and all property which the Association may acquire or control, including, but not limited to, any recreational facilities.
- (l) To enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the requirements of the law of the State of Florida with regard to maintenance of records.
- (m) To select depositories for the Association funds.
- (n) To enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association.
- (o) To employ all personnel reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.
- (p) To exercise any and all common law and statutory powers, although not specifically recited above, of a corporation not for profit, and of an association within the

EXHIBIT C

meaning of the Condominium Act, reasonably necessary or convenient to carry out and perform the purpose for which the Association is organized and its enumerated powers.

(q) To enact and enforce rules and regulations concerning the use and enjoyment of the Units, the Common Elements and of the property owned by the Association, including but not limited to rules and regulations pertaining to use of the Paradiseing facilities (including the designation of certain spaces for the benefit of particular Unit owners).

(r) To operate and maintain the Common Elements.

(s) The Association, when authorized by a vote of two-thirds (2/3) of the total vote of the members of said Association, may purchase and/or acquire and enter into agreements, from time to time, whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Community intended to provide for the enjoyment, recreation and other use or benefit of the Unit Owners. The expense of ownership, rental fees, operations, replacements and other undertakings in connection therewith shall be Common Expenses, together with all other expenses and costs herein or by law defined as Common Expenses.

(t) All powers of the Association conferred by the Declaration and Bylaws are incorporated into these Articles by reference.

Section 3. Any officer or director individually or any firm or corporation of which any officer or director shall be a member, stockholder, officer, director, employee, or agent, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of this Association, provided that the fact that he or such firm or corporation is so interested shall be disclosed or shall have been known to the Board of Directors or a majority thereof, prior to the making thereof. No contract or other transaction between this Association and any other such person, firm, or corporation, and no act of this Association shall in any way be affected or invalidated thereby. Any director of this Association who is also a director or officer of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Association, which shall authorize any such contract or transaction with like force and effect as if he were not a director or officer of such other corporation or not so interested.

Section 4. Emergency Powers. The following shall apply to the extent not viewed to be in conflict with the Condominium Act:

- a. In anticipation of or during any emergency defined in section (e) below, the Board of Directors of the Association may:
  - (1) Modify lines of succession to accommodate the incapacity of any director, officer, employee or agent of the Association; and
  - (2) Relocate the principal office or designate alternative principal offices or authorize the officers to do so.

EXHIBIT C

- b. During any emergency defined in section (e) below:
  - (1) Notice of a meeting of the Board of Directors need to be given only to those directors whom it is practical to reach and may be given in any practical manner, including by publication and radio;
  - (2) One or more officers of the Association present at a meeting of the Board of Directors may be deemed to be directors for the meeting, in order of rank and within the same rank and order of seniority, as necessary to achieve a quorum; and
  - (3) The director or directors in attendance at a meeting shall constitute a quorum.
- c. Corporate action taken in good faith during an emergency under this section to further the ordinary affairs of the Association:
  - (1) Binds the Association; and
  - (2) May not be used to impose liability on a director, officer, employee or agent of the Association.
- d. An officer, director, or employee of the Association acting in accordance with any emergency by-laws is only liable for willful misconduct.
- e. An emergency exists for purposes of this section if a quorum of the Association's directors cannot readily be assembled because of some catastrophic event.

### **ARTICLE III - QUALIFICATION OF MEMBERS AND THE MANNER OF THEIR ADMISSION**

Section 1. The subscribers constitute the sole members of this Association until the recording of a Declaration of Condominium naming this Association as the association thereunder. Upon the recording of such a Declaration of Condominium, Sunset Paradise, LLC, a Florida limited liability company (the "Developer"), shall own all memberships in the Association. At such time as the purchase price is paid and the deed to a Unit is issued, the Owner thereof shall become a member.

Section 2. Ownership of a Unit shall be a prerequisite to exercising any rights as a member. A Unit may be owned by one or more persons or by a corporation, association, partnership, or trust.

Section 3. Membership shall not be transferable, except as provided herein or in the Declaration of Condominium. The membership of any Unit owner shall terminate upon the termination of the Condominium, or upon transfer of his ownership in the Unit, provided the transfer is accomplished in accordance with all provisions of the Declaration of Condominium. The transferor's membership shall automatically transfer and be vested in the new owner

**EXHIBIT C**

succeeding to the ownership interest in the Unit, subject to a lien thereon for all undischarged assessments, charges, and expenses. The Association may rely on a recorded deed as evidence of transfer of a Unit and thereupon terminate the transferor's membership and recognize the membership of the transferee.

**ARTICLE IV - TERM OF EXISTENCE**

The Association shall have perpetual existence.

**ARTICLE V - NAME AND RESIDENCE OF THE SUBSCRIBER**

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

<u>Name</u>	<u>Address</u>
Thomas M. Little	100 North Tampa Street Suite 2700 Tampa, Florida 33602

**ARTICLE VI - OFFICERS**

Section 1. The officers of the Association shall consist of a president, one or more vice-presidents, a secretary, a treasurer, and any assistants to such officers as the Board of Directors may deem appropriate from time to time. The same person may hold two offices.

Section 2. The names of the officers who are to serve until the first election are:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Donald A. Jennewein	President	c/o Donald A. Jennewein 100 S. Ashley Drive Suite 1270 Tampa, Florida 33602
Frank C. Silcox	Vice President	c/o Donald A. Jennewein 100 S. Ashley Drive Suite 1270 Tampa, Florida 33602
Vince Pennino	Secretary/ Treasurer	c/o Donald A. Jennewein 100 S. Ashley Drive Suite 1270 Tampa, Florida 33602

EXHIBIT C

Section 3. Officers of the Association shall be elected at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board of Directors. Any officer may be removed at any meeting by the affirmative vote of a majority of the members of the Board of Directors either with or without cause, and any vacancy in any office may be filled by the Board of Directors at any meeting thereof.

**ARTICLE VII - BOARD OF DIRECTORS**

Section 1. The affairs and business of this Association shall be managed and conducted by a Board of Directors consisting of not less than three (3) nor more than seven (7) persons; provided, at all times there may only be an odd number of Directors on the Board.

Section 2. The names and addresses of the initial Board of Directors and their terms of office are as follows:

<u>Name</u>	<u>Address</u>	<u>Term</u>
Donald A. Jennewein	c/o Donald A. Jennewein 100 S. Ashley Drive Suite 1270 Tampa, Florida 33602	1 year
Frank C. Silcox	c/o Donald A. Jennewein 100 S. Ashley Drive Suite 1270 Tampa, Florida 33602	1 year
Vince Pennino	c/o Donald A. Jennewein 100 S. Ashley Drive Suite 1270 Tampa, Florida 33602	1 year

Section 3. Election of Directors shall be held at the annual members meeting, except as provided herein to the contrary. At the expiration of the term of each initial director, his successor shall be elected by the members of the Association to serve for a term of one year, subject to Section 7 below. A director shall hold office until his successor has been elected and qualified.

Section 4. The election shall be by written ballot or voting machine 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. Notwithstanding the foregoing, the Association may, by the affirmative vote of a majority of the total voting interests, provide for different voting and election procedures. The different voting and election procedures may provide for elections to be conducted by limited or general proxy.

Section 5.

Directors may be removed with or without cause and replaced as follows:

- a. Except as to vacancies resulting from removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors, provided that all vacancies in directorships to which the directors were appointed by the Developer pursuant to the provisions of Article VII, Section 7, hereof shall be filled by the Developer without the necessity of any meeting.
- b. Any director elected by the members (other than the Developer) may be removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interest. A special meeting of the Unit Owners to recall a member or members of the Board may be called by ten percent (10%) of the voting interest giving notice of the meeting as required for a meeting of the Unit Owners, and the notice shall state the purpose of the meeting.
  - (1) If the recall is approved by a majority of all voting interests at a meeting, the recall will be effective as provided herein. The Board shall duly notice and hold a Board meeting within five (5) full business days of the adjournment of the Unit Owner meeting to recall one or more Board members. At the meeting, the Board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession or shall proceed as set forth in Subsection (iii) below.
  - (2) If the proposed recall is by an agreement in writing by a majority of all voting interest, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 48 and the Florida Rules of Civil Procedure. The Board shall duly notice and hold a meeting of the Board within five (5) full business days after receipt of the agreement in writing. At the meeting, the Board shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession or proceed as described in Subsection (iii) below.
  - (3) If the Board determines not to certify the written agreement to recall a member or members of the Board, or does not certify the recall by a vote at a meeting, the Board shall, within five (5) full business days after the meeting, file with the Division a petition for arbitration pursuant to the procedures set forth in Article X of the



Bylaws. For purposes of this section the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party in the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board meeting, the recall will be effective upon mailing of the final order of arbitration to the Association. If the Association fails to comply with the order of the arbitrator, the Division may take action pursuant to Section 718.501, Florida Statutes. Any member or members still recalled shall deliver to the Board any and all records of the Association in their possession within five (5) full business days of the effective date of the recall.

- (4) If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors, notwithstanding any provision to the contrary contained in this subsection. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled in accordance with the procedural rules adopted by the Division.
  - (5) If the Board fails to duly notice and hold a Board meeting within five (5) full business days of service of an agreement in writing or within five (5) full business days of the adjournment of the Unit Owner recall meeting, the recall shall be deemed effective, and the Board members so recalled shall immediately turn over to the Board any and all records and property of the Association.
- c. Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by the members other than the Developer of the Condominium, neither the first Directors of the Association, nor any directors replacing them, nor any Directors named by the Developer, shall be subject to removal by members other than the Developer. The first Directors and the Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.
  - d. If a vacancy on the Board of Directors results in the inability to obtain a quorum of directors in accordance with these Bylaws, any Owner may apply to the Circuit Court within the jurisdiction where the Condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the Condominium Property a notice describing the intended action and giving the Association an opportunity to fill the vacancies in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancies, the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be

**EXHIBIT C**

responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancies on the Board of Directors sufficient to constitute a quorum in accordance with these Bylaws.

Section 6. Meetings of the Board of Directors at which a quorum of the members is present shall be open to all Association members. Any Association member may tape record or videotape meetings of the Board of Directors subject to reasonable rules adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Board of Directors may adopt reasonable rules governing the frequency, duration, and manner of Unit owner statements. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium property at least 48 continuous hours preceding the meeting, except in an emergency. However, written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding Unit use will be proposed, discussed, or approved, shall be mailed or delivered to Association members and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with those 14-day notice requirement shall be made by an affidavit executed by the secretary and filed among the official records of the Association. Upon notice to the Association members, the board shall by duly adopted rule designate a specific location on the Condominium property upon which all notices of board meetings shall be posted. Notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Meetings of a committee to take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are subject to the provisions of this paragraph. Meetings of a committee that does not take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are not subject to the provisions of this paragraph.

Section 7. Proviso. Notwithstanding anything to the contrary contained in Article VII or otherwise, the Board of Directors shall consist of three directors during the period that the Developer is entitled to appoint a majority of the directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until the Unit Owners other than the Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association. When the Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Upon the election of such director(s), the Developer shall forward to the Division of Florida Land Sales and Condominiums the name and mailing address of the director(s) elected. The Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors:

- a. three years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

**EXHIBIT C**

- b. three months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- c. when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;
- d. when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or
- e. seven (7) years after the recordation of the Declaration of Condominium,

whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five percent (5%) of the Units that will be operated ultimately by the Association.

The Developer can turn over control of the Association to the Unit Owners other than the Developer prior to such dates in its sole discretion by causing all of its appointed directors to resign, whereupon it shall be the affirmative obligation of the Unit Owners other than the Developer to elect directors and assume control of the Association. Provided at least sixty (60) days' notice of the Developer's decision to cause its appointees to resign is given to the Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

#### **ARTICLE VIII - INDEMNIFICATION OF OFFICERS AND DIRECTORS**

All officers and directors shall be indemnified by the Association against all expenses and liabilities, including counsel fees (including fees for appellate proceedings), reasonably incurred in connection with any proceeding or settlement thereof in which they may become involved by reason of holding such office, other than proceedings or claims resulting from willful misconduct or bad faith. The Association may purchase and maintain insurance on behalf of all officers and directors against any liability asserted against them or incurred by them in their capacity as officers or directors or arising out of their status as such.

#### **ARTICLE IX - BYLAWS**

The Bylaws of the Association are to be made or approved by the Board of Directors initially and thereafter may be amended, altered, modified, or rescinded by the action or approval of the members of the Association, except that any such change of the Bylaws shall not affect the rights or interests of the Developer, or its successors or assigns, without the written consent of the Developer. Amendment of the Bylaws shall also be subject to the written consent of mortgagees of the Condominium property or Condominium Units in accordance with the

**EXHIBIT C**

provisions of the Declaration of Condominium. The manner of altering, modifying, amending or rescinding the Bylaws shall be provided for in the Bylaws.

#### **ARTICLE X - AMENDMENTS TO THESE ARTICLES**

Section 1. Amendments to these Articles of Incorporation shall be proposed by a resolution adopted by a two-thirds (2/3) vote of the Board of Directors. The resolution shall then be presented to the membership of the Association. A majority vote of the voting interests cast at a duly called meeting shall be necessary to amend the Articles of Incorporation.

Section 2. No amendment shall make any change in the qualifications for membership without approval in writing of all members. Such an amendment shall also be subject to the written consent of all record holders of mortgages upon any Condominium property or upon property held by the Association in accordance with the provisions of the Declaration of Condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium, or which in any way would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer under these Articles, the Bylaws or the Declaration.

#### **ARTICLE XI - VOTING**

Section 1. Each Condominium Unit shall be entitled to one vote at the Association meetings, notwithstanding that the same owner may own more than one Unit or that Units may be joined together and occupied by one owner. In the event of a joint ownership of a Condominium Unit, the vote to which that Unit is entitled may be exercised by one of such joint owners by agreement of the remainder of the joint owners and in accordance with the terms of the Declaration of Condominium; however, no split voting shall be permitted.

Section 2. Votes may be cast either in person, by proxy as specifically provided herein or by a voting trustee or trustees, each of whom may, but need not, be an officer or director of the Association, or affiliated with the Developer or its successors or assigns. Limited proxies shall be used for votes taken to waive or reduce reserves in accordance with Section 718.112(2)(f)2, Florida Statutes; for votes taken to waive financial statement requirements as provided by Section 718.111(13), Florida Statutes; for votes taken to amend the Declaration of Condominium pursuant to Section 718.110, Florida Statutes; for votes taken to amend these Articles of Incorporation or the Bylaws of the Association pursuant to Section 718.112, Florida Statutes; and for any other matter for which the Condominium Act requires or permits a vote of the Unit owners. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Notwithstanding the foregoing, no proxy, limited or general, shall be used in the election of the members of the Board of Directors. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer

EXHIBIT C

than 90 days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the Association member executing it.

## **ARTICLE XII - ADDITIONAL PROVISIONS**

Section 1. No officer, director or member shall be personally liable for any debt or other obligation of the Association, except as provided in the Declaration of Condominium.

Section 2. The Association shall not be operated for profit. No dividend shall be paid, and no part of the income of the Association shall be distributed to its members, directors, or officers.

Section 3. Where the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

## **ARTICLE XIII - SEVERABILITY**

Should any paragraph, sentence, phrase, portion or provision of these articles or of the Bylaws or rules and regulations be held invalid, it shall not affect the validity of the remaining instruments.

## **ARTICLE XIV - SURFACE WATER MANAGEMENT SYSTEM**

It is the intention that the Association shall have perpetual existence; however, if the Association elects to dissolve, it will only do so after the maintenance of the property consisting of the surface water management system has become the responsibility of an appropriate agency of local government, and if not accepted, then when the surface water management system has been dedicated to a similar nonprofit corporation.

## **ARTICLE XV - APPOINTMENT OF REGISTERED AGENT FOR SERVICE OF PROCESS**

Pursuant to Section 48.091, Florida Statutes, THOMAS M. LITTLE, address is 100 North Tampa Street, Suite 2700, Tampa, Florida 33602, is appointed registered agent for service of process upon the Association.

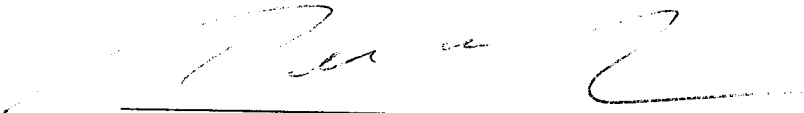
IN WITNESS WHEREOF, the subscribing incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed this 7<sup>th</sup> day of November, 2003.

  
\_\_\_\_\_(SEAL)  
THOMAS M. LITTLE

**EXHIBIT C**

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been designated as agent for service of process within the State of Florida upon Sunset Paradise Condominium Association, Inc., at the place designed in Article XV of the foregoing Articles of Incorporation, does hereby accept the appointment as registered agent for the Corporation.

  
Thomas M. Little, Registered Agent

FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
03 NOV 10 PM 2:26

EXHIBIT C

**BYLAWS  
OF  
SUNSET PARADISE CONDOMINIUM ASSOCIATION, INC.  
(A Corporation not for Profit)**

**ARTICLE I  
GENERAL**

**Section 1.** The address and term of existence of SUNSET PARADISE CONDOMINIUM ASSOCIATION, INC. (the "Association") shall be as set forth in the Articles of Incorporation.

**Section 2.** The Association shall have the rights, powers, duties and functions as set forth in the Articles of Incorporation.

**Section 3.** The members of the Association, their qualifications and voting rights and the manner of transferring membership shall be as set forth in the Articles of Incorporation.

**ARTICLE II  
MEETINGS**

**Section 1.** All annual and special meetings of the Association shall be held in Pinellas County, Florida, or at such other place as may be permitted by law and from time to time fixed by the Board of Directors and designated in the notices of meetings.

**Section 2.** Annual meetings of the members of the Association shall be held upon a date appointed by the Board of Directors, which shall fall between the 1st day of October and the 31st day of December of each and every calendar year subsequent to incorporation. The meetings shall be held at such time as the Directors shall appoint from time to time. Notice of the meeting, which shall include an agenda, shall be sent by mail to each member at least fourteen (14) days prior to the annual meeting. In addition to such written notice, the secretary shall conspicuously post notice of the annual meeting at least fourteen (14) continuous days prior thereto on the property of Sunset Paradise, a Condominium (the "Condominium"), at a specific location designated by a rule duly adopted by the Board of Directors upon which shall be posted notice of all meetings of members of the Association. An officer of the Association or the manager or other person providing notice of the Association meeting shall provide an affidavit or United States Postal Service Certificate of Mailing to be included in the official records of the Association affirming that the notice was mailed to each member at the address last furnished to the Association.

**Section 3.** Special meetings of the members, for any purpose or purposes, whether or not specifically required by these Bylaws, the Articles of Incorporation, or the Declaration of Condominium, may be called by the President or upon written application to the Board of Directors of seventy-five percent (75%) of the members or by a majority of the Directors. A special meeting of the members to recall a member or members of the Board of

**EXHIBIT D**

Directors may be called upon written application to the Board of Directors by ten percent (10%) of the members. Such special meeting of the members shall be set within thirty (30) days after such written application upon not less than ten (10) days' written notice to each of the members. In addition to such written notice, the secretary shall conspicuously post continuous notice of the special meeting at least ten (10) days prior thereto at the specific location as provided in Section 2 above.

**Section 4.** The Board of Directors shall mail or hand deliver to each Unit Owner at the address last furnished to the Association a meeting notice and copies of the agenda and the proposed annual budget of common expenses to the members at least fourteen (14) days prior to the meeting of the Unit Owners or the Board of Administration at which the budget will be considered. Evidence of compliance with this fourteen (14) day notice requirements must be made by an affidavit executed by an officer of the Association or the manager or other person providing notice of the meeting, and filed among the official records of the Association. In addition to such written notice, the secretary shall conspicuously post continuous notice of the meeting at least fourteen (14) days prior thereto at the specific location as provided in Section 2 above. The meeting to consider the budget must be open to the members. The budget may be adopted by the Board of Directors. Notwithstanding the foregoing, if an adopted budget requires assessments against the members in any fiscal year or calendar year which exceeds 115 percent of the assessments for the preceding year, then upon written application of ten (10) percent of the voting interest to the Board of Directors, the President shall call a special meeting of the members within thirty (30) days, upon not less than ten (10) days written notice to each member. At the special meeting, members shall consider and enact a budget. If the adoption of the budget by the members is necessary, the adoption of the budget requires a vote of not less than a majority vote of all the voting interests. The Board of Directors may propose a budget to the members at a meeting of members or in writing, and if the budget or proposed budget is approved by the members at the meeting or by a majority of all the voting interests in writing the budget is adopted. If a meeting of the members has been called and a quorum is not attained or a substitute budget is not adopted by the members, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether assessments exceed 115 percent of similar assessments in prior years, 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. However, as long as the Developer is in control of the Board of Directors, the Board of Directors shall not impose an assessment for any year greater than 115 percent of the prior fiscal or calendar year's assessment without approval of a majority of all the voting interests.

**Section 5.** No business shall be transacted at any special meeting except as stated in the notice thereof unless by vote of not less than two-thirds (2/3) of the voting interests of those present and voting. Notice shall be given by the Secretary of all special meetings, or if the Secretary shall fail to do so, by the President or Board of Directors, not less than ten (10) days before the date thereof, stating the date, time, and place of the meeting and the purpose or purposes thereof. Notices deposited in the mail, postage prepaid, and addressed to the members' last known addresses according to the Association's records, within the prescribed time or, in lieu of mailing, delivered by hand to the members or left at their residences in their absence, shall suffice. In addition to such written notice, the secretary shall conspicuously post

EXHIBIT D  
2



continuous notice of the meeting at least ten (10) days prior thereto at the specific location as provided in Section 2 above. Members may waive such notice and may act by unanimous written agreement without meetings, for any matter not prohibited by Chapter 617 or Chapter 718, Florida Statutes.

**Section 6.** The percentage of voting interest required to constitute a quorum at a meeting of the members shall be thirty-three and thirty-four hundredths percent (33.34%) of the voting interest, but members present at any meeting, although less than a quorum, may adjourn the meeting to a future date.

**Section 7.** When a quorum is present at any meeting, the holders of a majority of the voting interests present in person or represented by written proxy as provided in Article XII, Section 2, of the Articles of Incorporation or by voting trustee shall decide any question brought before the meeting, unless the question is one upon which by express provision of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, or these Bylaws, a different vote is required, in which case the vote prescribed by the Declaration of Condominium, the Articles of Incorporation, these Bylaws or the Condominium Act shall control.

**Section 8.** The order of business at all meetings shall be as prescribed in the agenda prepared by the Board of Directors and submitted to the members with the notice of each meeting.

**Section 9.** Members shall have a right to participate in meetings of members with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration and manner of member participation.

**Section 10.** Any member may tape record or videotape a meeting of the members subject to reasonable rules adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes.

### **ARTICLE III BOARD OF DIRECTORS**

**Section 1.** The number, terms of office, and provisions regarding removal and filling of vacancies of the Board of Directors shall be as set forth in the Articles of Incorporation.

**Section 2.** The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the members and at the same place.

**Section 3.** Regular meetings of the Board of Directors may be held at such time and place permitted by law and from time to time as may be determined by the directors, and special meetings may be called by the president or a majority of the Board of Directors. Notice of regular meetings and special meetings of the Board of Directors shall be given to each director by telegram or hand delivered or by United States mail sent at least three (3) days prior to the meeting as provided in Section 2 except as otherwise provided herein. The Board of Directors may, by resolution duly adopted, establish regular monthly, quarterly, or semi-annual

EXHIBIT D

meetings in which event no notice need be sent to the Directors, once, said schedule has been adopted. All meetings of the Board of Directors shall be open to the members of the Association, who shall be given conspicuously posted continuous notice forty-eight (48) hours in advance thereof except in an emergency. Notwithstanding the foregoing, written notice of any meeting at which non-emergency special assessments or at which an amendment to the rules regarding unit use will be proposed, discussed or approved, shall be mailed or delivered to members and conspicuously posted on the condominium property as provided in Article II, Section 2 above not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by the secretary and filed among the official records of the Association.

**Section 4.** At all meetings of the Board of Directors, a majority shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority present at any meeting shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Articles of Incorporation. At any meeting of the Board of Directors at which a quorum is not present, the presiding officer may adjourn the meeting from time to time. Directors may not vote by proxy or by secret ballot at board meetings, except that officers may be elected by secret ballot. A vote or abstention for each director present shall be recorded in the minutes.

**Section 5.** The order of business of all meetings of the Board of Directors shall be as prescribed in an agenda furnished each member of the Board of Directors by the President.

**Section 6.** The Board of Directors shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and for the exercise of its rights, powers, duties and functions. The Board of Directors may do or cause to be done all other lawful acts and things that are not by law, the Declaration of Condominium, these Bylaws or the Articles of Incorporation or otherwise, directed or required to be done or exercised by the members of the Association.

**Section 7.** The Board of Directors elected by the members shall be elected by written ballot or voting machine. Proxies shall not be used in electing the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation or otherwise, unless otherwise permitted by Chapter 718, Florida Statutes, the Condominium Act. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing so included in another Association mailing or delivery including regularly published newsletters, to each member a first notice of the date of the election. Any member desiring to be a candidate for the Board of Directors must give written notice to the Association not less than forty (40) days before a scheduled election. Together with the written notice and agenda set forth in Article II, Section II hereof, the Association shall mail or deliver a second notice of election to all Unit Owners entitled to vote thereon, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. However, the Association shall have no liability for the contents of the information sheets prepared by the

EXHIBIT D

candidates. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of Directors. No member shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A member who needs assistance in casting the ballot for the reasons stated in Section 101.051, Florida Statutes, may obtain assistance in casting the ballot. Any member violating this provision may be fined by the Association in accordance with Section 718.303, Florida Statutes. The regular election shall occur on the date of the annual meeting as set forth in Article II, Section 2. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board of Directors. With respect to recall and replacement of Board of Director members elected or appointed by Unit Owners other than the Developer, the following provisions shall apply:

(a) Only Units owned by Unit Owners other than the Developer shall be counted to establish a quorum at a meeting to recall and replace a Board of Director member elected by Unit Owners other than the Developer.

(b) The percentage of voting interests required to recall a Board of Director member elected by Unit Owners other than the Developer, is a majority of the total Units owned by Unit Owners other than the Developer.

(c) A Board of Director member who is elected by Unit Owners other than the Developer may be recalled only by Unit Owners other than the Developer.

Only Unit Owners other than the Developer may vote, in person or by limited proxy, to fill a vacancy on the Board of Directors previously occupied by a Board of Director member elected by Unit Owners other than the Developer.

#### **ARTICLE IV OFFICERS**

**Section 1.** The officers of the Association, their terms of office, the manner of election, and the method of removal and filling vacancies shall be as set forth in the Articles of Incorporation.

**Section 2.** The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and the Board of Directors. He shall have the general powers and duties usually vested in the office of president, including but not limited to, the power to appoint committees from among the members or directors from time to time as he may deem appropriate to assist in the conduct of the affairs of the Association and to call meetings of the Board of Directors and of the members. He shall execute such deeds, contracts, and other instruments, in the name and on behalf of the Association and under its corporate seal, when a seal is required, except when such documents are required or permitted by law to be otherwise executed and except when the signing and execution thereof shall be delegated by the Board of Directors to another officer or agent of the Association.

**EXHIBIT D**

**Section 3.** The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and record all votes and the minutes of all meetings and proceedings, including resolutions, in a minute book to be kept for that purpose, and shall perform like duties for any committee when so required. The Secretary shall have charge of the minute book and such records and papers as the Board of Directors may direct and shall perform all duties incident to the office of Secretary, including the sending of notices of meetings to the members of the Board of Directors and committees, and such other duties as may be prescribed by the Bylaws or by the Board of Directors or the President. He shall also have custody of the corporate seal and when authorized by the Board of Directors, affix the same to any instrument requiring it and attest the same when appropriate. He shall comply and keep up to date, at the principal office of the Association, a complete list of the members and their last known office addresses, and the names and addresses of any proxy holders or voting trustees. The Secretary shall make the minute books available for inspection by the members and Directors at all reasonable times.

**Section 4.** The Vice-President or Vice-Presidents shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors. In the event there is more than one Vice-President, the Board of Directors may prescribe the order in which the Vice Presidents shall assume control in the absence of the president.

**Section 5.** The Treasurer shall have responsibility for the Association's funds and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies, checks, and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors. He shall disburse the funds of the Association as may from time to time be ordered by the Board of Directors or by the President, shall make proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at the regular meetings of the Board of Directors or whenever they or either of them shall require, an account of his transactions as treasurer of the financial condition of the Association. He shall, in addition, keep all books and records of account as may be required by Section 718.111, Florida Statutes, and other sections of the Condominium Act or any other applicable law. The accounting records of the Association shall be available for inspection by the members at all reasonable times, and a summary thereof shall be provided to each member along with the notice of the annual meeting required in Article II, Section 2, hereof.

## **ARTICLE V**

### **MANNER OF COLLECTING FROM THE**

### **UNIT OWNERS THEIR SHARES OF THE COMMON EXPENSES**

**Section 1.** The Association shall collect from the members their respective shares of the common expenses in accordance with the procedure prescribed in the Declaration of Condominium. Assessments shall be determined, imposed, utilized and enforced as provided for in the Declaration of Condominium. The Board of Directors has the power to and shall from time to time fix and determine the amounts necessary to pay all the expenses of the Association and establish reasonable budgets therefor from time to time, all in accordance with the terms of the Declaration of Condominium.

**Section 2.** Regular assessments shall be paid by the members on a monthly basis, unless the membership shall approve a different period of payment, but in no event shall such payment be less frequent than quarterly.

**Section 3.** When the Board of Directors has determined the amount of any assessment, the Secretary shall transmit a statement of such assessment to each member. Assessments are payable at the office of the Association or such other place as the Board of Directors determines.

**Section 4.** Regular and special assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of or less than the sums required to meet the cash requirements of the Association, in which event the Board of Directors may increase or decrease the amount of such an assessment and make such adjustments, in cash or otherwise, as it shall deem proper, including the assessment of each member of his proportionate share of any deficiency. Notice of all changes in the assessments shall be given to all members. Assessments are due on the dates stated in the Notice of Assessment, and thereafter may bear interest to the rate established by the Board of Directors which shall not exceed the highest lawfully permissible rate.

**Section 5.** In the event an assessment is not paid within the time permitted therefore in the Declaration of Condominium, and these Bylaws the Association, through the Board of Directors, may proceed and enforce said assessments from the delinquent member in any manner provided by the law respecting mortgage liens, the Declaration of Condominium, and these Bylaws. Each member shall be individually responsible for the payment of the assessments against his unit, due during his ownership and for the payment of attorney's fees and cost incurred by the Association and the collection of sums due and the enforcement of any lien held by the Association respect therefore.

## **ARTICLE VI**

### **AUTHORITY OF DIRECTORS**

**Section 1.** The Board of Directors may from time to time adopt such uniform administrative rules and regulations governing the details of the operation of the condominium, and restrictions upon and requirements respecting the use and maintenance of the units and of the common elements of the condominium as may be deemed necessary and appropriate from time to time to assure the enjoyment of all members and to prevent unreasonable interference with the use of the units and the common elements, as shall not be inconsistent with the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, and these Bylaws. A copy of such regulations shall be furnished to each member and subsequent purchasers of units upon request.

**Section 2.** In the event of a violation (except for the non-payment of an assessment) of any of the provisions of the Declaration of Condominium, these Bylaws, or reasonable rules of the Association, the Association, after reasonable notice to cure of not less than fifteen (15) days, shall have all rights and remedies provided by law (and such remedies shall or may be cumulative with the remedies set forth in the Declaration of Condominium and the Articles of Incorporation) including without limitation the right to sue for damages, the right

**EXHIBIT D**

to injunctive relief, the right to charge any offending member a fine not to exceed \$100.00 for each violation (except for the non-payment of an assessment) or each day of a continuing violation, provided that no such fine shall exceed \$1,000.00, of any of the provisions of the Declaration of Condominium, these Bylaws, the Rules and Regulations of the Association or the Articles of Incorporation, after following the procedures described below and, in the event of failure to pay assessments, the right to foreclose its lien provided in the Declaration of Condominium. In every such proceeding the member at fault shall be liable for court costs and the Association's attorney's fees. If the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Unit. A suit to collect unpaid assessments may be prosecuted by the Association without waiving the lien securing such unpaid assessments. In the prosecution of any violation (except for the non-payment of an assessment of the provisions of the Declaration of Condominium these Bylaws, the Rules and Regulations of the Association or the Articles of Incorporation), the Association shall give the offending member written notice of the violation and an opportunity for hearing which shall not occur earlier than fifteen (15) days from the sending of the notice of violation. The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied. The notice of violation shall include the following:

- (a) A statement of the date, time and place of the hearing;
- (b) A statement of the provisions of the Declaration of Condominium, the Bylaws, the Rules and Regulations of the Association or the Articles of Incorporation which have been violated; and
- (c) A short and plain statement of the matters asserted by the Association.

**Section 3.** The party against whom the charge is sought to 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.

**Section 4.** Notwithstanding herein to the contrary, no fine may become a lien against a Unit nor shall any fine be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owners and if applicable, its licensee or invitee, which hearing must be held before a committee of other Unit Owners.

## **ARTICLE VII**

### **ANNUAL BUDGET**

**Section 1.** The fiscal year of the Association shall begin on the first day of January in each year, provided, however, that the Board is authorized to change to a different fiscal year at such times as the Board of Directors deems it advisable.

**Section 2.** The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in Section 718.504(21), Florida Statutes.

**Section 3.** In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance which reserve accounts may be waived at a meeting of the unit owners. These accounts shall include, among other things, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance.

**Section 4.** If the Association operates and manages more than one condominium, a separate budget shall be adopted for each such condominium, along with a separate budget for the Association and expenses specific to a separate condominium, such as maintenance, repair, replacement of the common elements of said condominium of that separate condominium or shall be provided for in the budget of the specific condominium, rather than the separate budget of the Association, unless the condominiums are consolidated for financial purposes pursuant to Chapter 718, Florida Statutes. Further, with regard to the separate budget adopted for each separate condominium, the provision set forth in Article II, Section 4, hereof for calling a special meeting and enacting a budget if an adopted budget requires assessments in excess of 115% of the assessments for the proceeding year, shall apply to each separate budget for each separate condominium, where applicable; and only unit owners of the condominium(s) whose budget is/are being considered at the special meeting called to consider and enact same shall be allowed to vote on the separate budget for their particular condominium.

#### **ARTICLE VIII SEVERABILITY**

If any paragraph, sentence, clause, or portion thereof of any provision of these Bylaws shall be held invalid, it shall not affect the validity of the remaining parts thereof.

#### **ARTICLE IX AMENDMENT**

Amendments to these Bylaws shall be proposed by a resolution adopted by a two-thirds (2/3) vote of the Board of Directors. The resolution shall then be presented to the membership of the Association. A two-thirds (2/3) vote of the voting interest of the members shall be necessary to amend the Bylaws.

#### **ARTICLE X ARBITRATION**

Any matter of controversy or dispute arising from the operation of the condominium between or among the members, the Association and their agents and assigns, may be settled by mandatory non-binding arbitration in accordance with the rules provided therefor by the American Arbitration Association and the laws of the State of Florida, including, without limitation, the procedures set forth in § 718.1255, Florida Statutes.

**EXHIBIT D**

**ARTICLE XI**  
**CERTIFICATE OF COMPLIANCE**

The Board of Directors may accept a certificate of compliance from a licensed electrical contractor or electrician as evidence of compliance of the condominium units to the applicable fire and life safety code.

**ARTICLE XII**  
**UNIT OWNER INQUIRIES**

When a Unit Owner files a written inquiry by certified mail with the Board of Directors of the Association, the Board of Directors shall respond in writing to the Unit Owner within 30 days of receipt of the inquiry. The Board of Directors' response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division. If the Board of Directors requests advice from the Division, the Board of Directors shall, within 10 days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board of Directors shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the Board of Directors from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding or arbitration arising out of the inquiry. The Association may through its Board of Directors adopt reasonable rules and regulations regarding the frequency and manner of responding to Unit Owner inquiries, one of which may be the Association is only obligated to respond to one written inquiry per Unit in any given 30-day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.

EXHIBIT D