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DECLARATION OF CONDOMINIUM

FOR

DOVER-FOXCROFT CONDOMINIUM

PAULINE S. ...
CLERK CIRCUIT COURT

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SUBMISSION STATEMENT

D-F ENTERPRISES, INC., a Florida corporation, hereinafter called "the Developer" for itself, its successors, grantees and assigns, being the holder of fee simple title to the real property described in Exhibit A, attached hereto and made a part hereof, hereby states and declares that said property is submitted to condominium ownership, pursuant to the requirements of Chapter 718 of the Statutes of the State of Florida, which is in effect at the time of this submission, hereinafter sometimes referred to as the "Condominium Act", the provisions of which are hereby incorporated by reference as is fully set forth herein, and does hereby file for record this Declaration of Condominium.

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall be non-exclusive and perpetual unless sooner terminated as provided herein, or in the Condominium Act, and shall be binding upon all unit owners, as hereinafter defined, and their grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns; and all parties claiming by, through or under such persons agree to be bound by the provisions hereof and the Bylaws of the Association. Both the burdens imposed and the benefits granted shall run with each unit and interests in the common elements.

1. Name

1.01 The name of the condominium is: DOVER-FOXCROFT CONDOMINIUM.

1.02 The name of the unit owners' Association is DOVER-FOXCROFT CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, hereinafter referred to as the "Association".

This instrument was prepared by:
RN TO: ERNEST L. MAGOWA
Attorney at Law
10th Floor - Florida Federal Blvd,
Post Office Box 3542
St. Petersburg, Florida 33731

....Condominium plats pertaining hereto are filed in Condominium Plat Book 35, Pages 45 thru 46

1.03 The resident or registered agent designated to receive service of process upon the Association is R. DONALD MASTRY, whose address is The Tenth Floor, Florida Federal Building, St. Petersburg, Florida 33701.

2. Land

The land comprising this Condominium is described on Exhibit A, attached hereto and made a part hereof, as is fully set forth herein.

3. Definitions

The terms used in this Declaration and in its Exhibits, including the Bylaws of the Association shall be defined in accordance with the provisions of Section 718.103, Florida Statutes, and as follows unless the context otherwise requires:

3.01 "Assessment" - means a share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owner.

3.02 "Association" - means the corporate entity described in Article 1.02 hereof, and its successors, which is responsible for the operation of the condominium.

3.03 "Board of Directors" means the board of administrators or other representative body responsible for administration of the Association.

3.04 "Bylaws" - means the Bylaws for the government of the condominium as they exist from time to time.

3.05 "Common Elements" - means the portions of the condominium property not included in the units.

3.06 "Common Expenses" - means the expenses and assessments properly incurred by the Association for the condominium.

3.07 "Common Surplus" - means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits, and revenues on account of the common elements, over the amount of common expenses.

3.08 "Condominium" - means that form of ownership of condominium property under which units are subject to ownership by one or more owners, and there is appurtenant to each unit as a part thereof an undivided share in the common elements.

3.09 "Condominium Parcel" - means a unit together with the undivided share in the common elements which is appurtenant to the unit.

3.10 "Condominium Property" - means and includes the lands that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all rights appurtenant thereto intended for use in connection with the Condominium.

3.11 "Declaration of Condominium" - means the instrument or instruments by which a condominium is created, and such instrument or instruments as they are from time to time amended. Throughout this instrument "Declaration of Condominium" shall be called the "Declaration."

3.12 "Developer" - means a person who creates a condominium and who offers condominium parcels owned by him for sale or lease in the ordinary course of business, except that the term "developer" shall not include the owners or lessees of units in condominiums who offer the units for sale or lease or their leasehold interests for assignment when they have acquired or leased their units for their own occupancy.

3.13 "Limited Common Elements" - means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

3.14 "Mortgagee" - means a bank, savings and loan association, insurance company, mortgage company or other like business entity and all purchase money first mortgagees. The term "mortgagee" shall also be deemed to mean "institutional mortgagee" and "institutional first mortgagee".

3.15 "Operation" or "Operation of the Condominium" - means and includes the administration and management of the condominium property.

3.16 "Residential Condominium" - means a condominium comprised of condominium units any of which are intended for use as a private residence, domicile or homestead.

3.17 "Unit" - means a part of the condominium property which is to be subject to private ownership, as designated on Exhibits attached to and made a part of this Declaration.

3.18 "Unit Owner" or "Owner of a Unit" - means the owner of a condominium parcel.

3.19 "Utility Service" - means, as the case may be, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal.

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

4. Description - The condominium is described as follows:

4.01 A survey of the land submitted to condominium ownership, is set forth on Exhibit A, attached hereto. A graphic description of the improvement or improvements in which units are located and the identification of each unit by letter, name or number, so that no unit bears the same designation as any other unit, and the plot plan thereof, all in sufficient detail to identify the common elements and each unit and their respective locations and approximate dimensions is attached hereto as Exhibit A.

4.02 The Developer reserves the right to change the interior design or arrangement of all units as long as the Developer owns the units so changed and altered, provided such change shall be reflected by an amendment of this Declaration; any amendment for such purpose need be signed and acknowledged only by the Developer and mortgagee, if any, and need not be approved by the Association, contract vendees, unit owners, or by the condominium, anything herein to the contrary notwithstanding.

4.03 The following non-exclusive easements are expressly granted and/or reserved in favor of the owners and occupants of any condominium unit, their guests and invitees, to-wit:

(1) Utilities: Blanket non-exclusive easements are reserved throughout the condominium property as may be required for utility services in order to adequately serve the

condominium area. In the event any unit, recreation area, common or limited common element encroaches upon any utility easement either granted or reserved hereby, by plat or otherwise, such encroachment shall entitle the owner or owners of such encroaching property and their mortgagees, if any, to an automatic non-exclusive easement on said utility easement for as long as such encroachment shall continue.

(2) Encroachments: In the event that any unit shall encroach upon any of the common elements or any other unit for any reason other than the intentional act of the unit owner or in the event that any common element shall encroach upon any unit, then an automatic non-exclusive easement shall exist to the extent of such encroachments so long as the same shall continue.

(3) Traffic: An easement shall exist for pedestrian traffic over, through, and across sidewalks, paths, walks, halls, lobbies, elevators, if any, and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through, and across such portions of the common elements as may from time to time be paved and intended for such purposes, and such easements shall be for the use and benefit of the unit owners and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the condominium property except to the extent that the space or spaces may be specifically designated and assigned for parking purposes.

(4) Maintenance: Blanket non-exclusive easements are reserved throughout the common and limited common areas of the condominium property, for maintenance purposes in order to adequately maintain such areas.

(5) Access: Each unit owner and any officer, agent, employee or designee of the Association or member of the Board of Directors of the Association shall have access across any limited common elements for the purpose of ingress and egress.

(6) Roads: All unit owners and occupants of any condominium unit, their guests and invitees shall have an easement over any private roads constructed on the condominium property, if any.

(7) Mortgages: In the event any easements, herein referred to, are encumbered by a lien, or other than those on the condominium parcels, such liens shall be required to be subordinate or made subordinate to the use-rights of any condominium unit owner or owners whose condominium parcel is not also encumbered by said lien. In the alternative, an appropriate non-disturbance agreement may be executed and recorded providing at least in part that the use-rights shall not be terminated with respect to any unit owner or owners whose units have not been foreclosed for default.

4.04 Unit Boundaries: Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit as follows:

(1) The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with perimetrical boundaries.

(a) Upper Boundaries: The horizontal plane of the undecorated finished ceiling.

(b) Lower Boundaries: The horizontal plane of the undecorated finished floor.

(2) Perimetrical Boundaries: The perimetrical boundaries of the unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(a) Exterior Building Walls: The intersecting vertical planes adjacent to and which include the undecorated interior surface of the outside walls of the unit building bounding the unit and fixtures thereon, and when there is attached to the building a balcony or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. No balconies or existing terraces on the ground floor shall be extended or enclosed in any way whatsoever by a unit owner, except with the prior written consent of the Association or the Developer. Notwithstanding anything contained in this paragraph to the contrary, the balconies and patios shall be limited common elements in accordance with paragraph 13 hereof.

(b) Interior Building Walls: The undecorated interior surfaces extending to the intersections with other perimetrical boundaries.

(c) Limitation: The owner of each condominium unit shall not be deemed to own the decorated and finished surfaces of the exterior perimeter walls, or the undecorated and/or unfinished surfaces of the perimeter floors and ceilings surrounding his respective condominium unit, nor shall the owner be deemed to own pipes, wires, conduits, air passageways and ducts or other public utility lines running through or adjacent to said condominium unit which are utilized for or serve more than one condominium unit or the common areas, which items are by these presents hereby made a part of the common elements. However, said owner shall be deemed to own the walls and partitions which are contained within said owner's condominium unit, as herein defined, and shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, and so forth.

(3) Any air conditioning equipment which services only a single unit shall be considered part of said unit and not a common element.

5. Identification of Units, Survey, Shares in Common Elements, Prorations of Common Expenses, Voting Rights

5.01 The land described on Exhibit A, and the improvements thereon, together with common elements and limited common elements constitute the condominium property. All Floor Plans and Plot Plans and all legends and notes thereon contained are incorporated herein and made a part hereof by reference, and said plans have been certified in the manner required by the Condominium Act and are attached hereto.

5.02 The undivided interest owned by each unit owner in the common elements is set forth on Exhibit "B" attached hereto. The percentage assigned each unit shall be the basis upon which assessments are made as provided for in Paragraph 23 herein.

5.03 Subject to any provisions of the Bylaws of the Association applicable thereto, a unit owner is entitled to one vote for each unit owned. The one vote of a unit owned jointly shall be divided between or amongst the joint owners in the percentage of ownership each joint owner has in the condominium unit. When a condominium unit is owned as an estate by the entireties, the one vote applicable thereto shall be equally divided.

6. Condominium Parcels, Appurtenances, Possession and Enjoyment

6.01 The condominium parcel is a separate parcel of real property, owned in fee simple, or any other estate of real property recognized by law.

6.02 There shall pass with a unit as appurtenances thereto:

(1) An undivided share in the common elements.

(2) The right to use such portion of the common elements as is provided for herein.

(3) An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any airspace which is vacated from time to time.

(4) An undivided share in the common surplus.

6.03 The owner of a unit is entitled to the exclusive possession of his unit. He shall be entitled to use the common elements in accordance with the purposes for which they are intended but no such use shall hinder or encroach upon the lawful rights of the owners of other units. There shall be a joint use of the common elements and a joint mutual non-exclusive easement for that purpose is hereby created.

7. Restraint Upon Separation and Partition of Common Elements

7.01 The undivided share in the common elements which is appurtenant to a unit shall not be separated therefrom and shall pass with the title to the unit, whether or not separately described.

7.02 A share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit.

7.03 The shares in the common elements appurtenant to units shall remain undivided, and no action for partition of the common elements shall lie.

8. Common Elements

8.01 Common elements include within their meaning the following items:

- (1) The land on which the improvements are located and any other land included in the condominium property, whether or not contiguous.
- (2) All parts of the improvements which are not included within the units.
- (3) Easements through units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to units and the common elements.
- (4) An easement of support in every portion of a unit which contributes to the support of a building.
- (5) Installations for the furnishings of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation.
- (6) The property and installation in connection therewith required for the furnishing of services to more than one unit or to the common elements.
- (7) Elevators and elevator shafts, if applicable, and stairwells.
- (8) Manager's office, if any.
- (9) The recreational improvements and unassigned parking areas.
- (10) Lighting fixtures utilized to illuminate the common elements.
- (11) Any portion or portions of the condominium property not included in the units or designated a limited common element.
- ✓ (12) The Developer shall have the right to assign parking spaces to the unit owners and thereafter either designate such space with the corresponding unit number of the unit owner or utilize such other designation as it shall deem appropriate. Upon such assignment, such parking space shall

be deemed a limited common element. All unassigned parking spaces are common elements.

(13) The common elements designated by this Declaration may be enlarged by an amendment to this Declaration. Such amendment shall be approved and executed in the manner hereinafter required for amendments to this Declaration. Such amendment shall divest the Association of title to the land and shall vest the title in the unit owners, without naming them and without further conveyance, in the same undivided shares as the undivided shares in the common elements that are appurtenant to the units owned by them.

8.02 Any person having any interest under mortgages of record that encumber any portion of the common elements that are not satisfied prior to the recordation of this Declaration shall consent to the recordation of this Declaration; provided, however, in lieu of joining in the execution of this Declaration, any mortgagee may execute an appropriate consent or subordination agreement with the formalities required for deeds.

9. Amendment of Declaration

9.01 This Declaration may be modified or amended by notice of the subject matter of the proposed amendment being included in the notice of any meeting at which a proposed amendment is considered. An amendment may be proposed by either the Board of Directors or by fifty-one (51) percent of the members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than seventy-five (75) percent of the entire membership of the Board of Directors and seventy-five (75) percent of the members of the Association, or by not less than eighty (80) percent of the votes of the entire membership of the Association. Directors and members not present at the meetings considering the amendment may express their approval, in writing, given before such meetings.

9.02 In the alternative to the procedure set forth above, an amendment may be made by an Agreement signed and acknowledged by all of the record owners of units in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the public records of Pinellas County, Florida.

9.03 A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the

Association with the same formality as that of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Pinellas County, Florida.

9.04 Provided however, no amendment shall change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to such unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus unless the record owner thereof and all record owners of liens thereon shall join in the execution of the amendment.

9.05 Notwithstanding anything contained herein to the contrary, the designation of the agent for the service of process named in this Declaration may be changed from time to time by an instrument executed by the Association with the formalities required for the execution of a deed and recorded in the public records of Pinellas County, Florida.

9.06 Anything herein to the contrary notwithstanding, the Developer expressly reserves the right to amend this Declaration in order to correct any legal description contained herein which may be incorrect by reason of a scrivener's or surveyor's error. Such error may be, among other things, the failure to designate an appropriate undivided share of the common expenses or that all of the common expenses or interest in the common surplus or all of the common elements in the condominium have not been distributed in this Declaration such that the sum total of the shares of common elements which have been distributed or the sum total of shares of the common expenses or ownership of common surplus fail to equal 100 percent or if more than 100 percent of common elements or common expenses or ownership of the common surplus shall have been distributed. The Developer may amend this Declaration as aforesaid by filing an amended legal description (or descriptions) as an amendment to this Declaration among the Public Records of Pinellas County, Florida, which amendment (or amendments) shall expressly describe the legal description which is being corrected (by reference to the exhibit containing said legal description or otherwise) in addition to the corrected legal description. Such amendment (or amendments) need be executed and acknowledged only by the Developer and need not be approved by the Association, unit owners, lienors, or mortgagees of units of the Condominium, except for the written consent of the affected mortgagee. As part of any such amendment, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description,

whether he be the scrivener or the surveyor, which affidavit shall set forth that: (1) said individual made an error in the legal description, (2) the error is corrected by the description contained in the amendment, and (3) it was the intent at the time of the incorrect original legal description to make that description such as is contained in the new amendment.

10. Termination of Condominium

10.01 All of the unit owners may remove the condominium property from the provisions of the Condominium Act by an instrument to that effect, duly recorded, provided that the holders of all liens affecting any of the condominium parcels consent thereto, or agree, in either case by instruments duly recorded, that their liens be transferred to the undivided share of the unit owner in the property as hereinafter provided.

10.02 Upon removal of the condominium property from the provisions of the Condominium Act, the condominium property shall be deemed to be owned in common by the unit owners. The undivided share in the property owned in common by each unit owner shall be the undivided share previously owned by such owner in the common elements.

10.03 After termination of a condominium in any manner, the liens upon condominium parcels shall be upon the respective undivided shares of the owners as tenants in common.

10.04 The termination of the condominium shall not bar the creation of another condominium affecting the same property.

11. Equitable Relief

In the event of substantial damage to or destruction of all or a substantial part of the condominium property, and in the event the property is not repaired, reconstructed or rebuilt within a reasonable period of time, any unit owner or mortgagee shall have the right to petition a court of equity having jurisdiction in and for Pinellas County, Florida, for equitable relief, which may, but need not necessarily, include a termination of the condominium and a partition.

12. Enforcement of Maintenance

In the event the owner of a unit fails to maintain it as required above, or otherwise violates the provisions hereof, the Association or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the unit in good condition, to collect such assessment and have a lien for same as provided in Article 17 herein. After such assessment, the Association, its employees, or agents shall have the right to enter the unit and do the necessary work to enforce compliance with the above provisions.

13. Limited Common Elements

There are limited common elements appurtenant to each of the units in this condominium, such as patios, balconies and assigned parking spaces as shown and reflected on the Floor and Plot Plans set forth on Exhibit "A" attached hereto and in paragraph 8.01(12) hereof. These limited common elements are reserved for the use of the units appurtenant thereto to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the limited common elements so appurtenant. Expenses of maintenance and repair relating to the interior surfaces of such limited common elements shall be borne by and assessed against the individual unit owner, except for the maintenance expense for all parking spaces which shall be considered common elements for the purpose of cost of repair and maintenance. Any expenses of maintenance, repair or replacement relating to the exterior surfaces of such limited common elements, or involving structural maintenance, repair or replacement shall be treated and paid for as a part of the common expenses of the Association.

14. 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:

14.01 Liability Insurance: The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the common elements of the condominium, and insuring the Association and the common owners, as its and their interests appear, in such amount as

the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be \$100,000/\$300,000/\$10,000. Said insurance shall include, but be not limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverages. All liability insurance shall contain cross-liability endorsement to cover liabilities of the unit owners as a group to a unit owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a common expense.

14.02 Casualty Insurance:

(1) Purchase of Insurance: The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the condominium, including personal property owned by the Association, in and for the interest of the Association and all unit owners and their mortgagees, as their interests may appear, in a company acceptable to the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Directors of the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and be charged as a common expense. The company or companies, with which the Association shall place its insurance coverage, as herein provided, must be good and responsible companies, authorized to do business in the State of Florida. The institutional mortgagee having the highest dollar of indebtedness on units in the condominium property, may have the right to approve the policies, the company or companies who are the insurers under the insurance placed by the Association, and the amount thereof (all rights granted to mortgagee in this paragraph shall be referred to as "Mortgagee's Insurance Rights").

(2) At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then these rights of approval and designation shall pass to the institutional first mortgagee originally having the next highest dollar indebtedness on units in the condominium property, and in the absence of the action of said mortgagee, the Association shall have said right without qualification.

14.03 Loss Payable Provision: All policies purchased by the Association shall be for the benefit of the Association, all unit owners, and their respective mortgagees, as their interests may appear. Such policies shall be deposited with

the Association. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Association. The Association shall be liable for the payment of premiums and for the renewal, the sufficiency of policies, the failure to collect any insurance proceeds, and the form or content of the policies. The duty of the Association shall be to receive such proceeds as are paid and hold the same for the purposes herein stated, and for the benefit of itself, the unit owners, and their respective mortgagees (hereinafter sometimes collectively referred to as "beneficial owners"), in the following shares but such shares need not be set forth upon the records of the Association:

(1) Common Elements: Proceeds on account of damage to common elements - an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

(2) Condominium Units: Proceeds on account of condominium units shall be in the following undivided shares:

(a) Partial Destruction - when units are to be repaired and restored - for the owners of the damaged units in proportion to the cost of repairing the damage suffered by each unit owner.

(b) Total destruction of condominium improvements, or where "very substantial" damage occurs and the condominium improvements are not to be restored, as hereinafter provided in this Article 14, for the owners of all condominium units, each owner's share being in proportion to his share in the common elements appurtenant to his condominium unit.

(3) Mortgagees: In the event an institutional mortgage encumbers a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner, as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

14.04 Distribution of Proceeds: Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners and expended or disbursed in the following manner:

(1) Reconstruction or Repair: If the damage, for which the proceeds were paid, is to be repaired and restored, the proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners (or retained, pursuant to Paragraph 14.08 below). All remittances to unit owners and their mortgagees shall be payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by the same. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of reduction of its mortgage debt.

(2) Failure to Reconstruct or Repair: If it is determined, in the manner herein provided, that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the beneficial owners; remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by the same. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus in the manner provided in this Article 14, or retained pursuant to Paragraph 14.08 herein.

(3) Certificate: In making distribution to unit owners and their mortgagees, the Association may rely upon a certificate of ownership as to the names of the unit owners and their respective shares of the distribution, approved in writing by an attorney authorized to practice law in the State of Florida, or a title insurance company or abstract company authorized to do business in the State of Florida.

14.05 Loss Within a Single Unit: If loss shall occur within a single unit without damage of the common elements, the insurance proceeds shall be distributed to the beneficial unit owner with remittances to said unit owner and his mortgagee being payable jointly. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by the

same; provided, however, such remittance shall be made solely to an institutional first mortgagee in the event its mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. Upon the payment of such remittance, the unit owner shall be fully responsible for the restoration of his unit.

14.06 Loss Less than "Very Substantial": Where a loss or damage occurs to more than one unit, to the common elements, or to any unit or units and the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the unit owners to repair or restore the damage caused by said loss. Where such loss or damage is less than "very substantial":

(1) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(2) If the damage or loss is limited to the common elements, with no, or inconsequential damage or loss to any individual unit and if such damage or loss to the common elements is less than \$3,000, the insurance proceeds shall be payable to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(3) Subject to the provisions of subparagraph (6) herein, if the damage or loss involves any individual unit as well as the common elements, or if the damage is limited to the common elements alone, but is in excess of \$3,000, the insurance proceeds shall be disbursed by the Association for the repair and restoration of the property; provided, however, that upon the request of the original institutional first mortgagee, the written approval shall also be required of the institutional first mortgagee owning and holding the first mortgage encumbering a condominium unit, so long as it owns and holds any mortgage encumbering a condominium unit. At such time as the original institutional first mortgagee having the greatest number of first mortgages on the condominium property is not the holder of a mortgage on a unit, then this right of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the condominium property. Should written approval be required as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the Association. The Association may rely upon the above-referenced certificate and the aforesaid institutional first mortgagee, if said institutional first mortgagee's written approval is required, as to the payee and the amount to

be paid from said proceeds. All payees shall deliver bills and waivers of mechanics' liens to the Association, and the Association may require that the aforesaid institutional first mortgagee execute and affidavit evidencing the same. In addition to the foregoing, the institutional first mortgagee whose approval may be required, as aforesaid, shall have the right to require the Association to obtain a completion, performance, and payment bond in an amount and with a bonding company authorized to do business in the State of Florida which is acceptable to said mortgagee.

(4) Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(5) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof, if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to the unit owners' share in the common elements, for that portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual unit owners, for that portion of the deficiency as is attributable to his individual unit; provided, however, that if the Board of Directors finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific individual unit which has been damaged, then the Board of Directors shall levy the assessment for the total deficiency against all of the unit owners in proportion to the unit owners' share in the common elements, just as though all of said damage had occurred in the common elements. The special assessments funds shall be delivered to the Association and added to the proceeds available for the repair and restoration of the property.

(6) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan; provided, however, this provision may be waived by the Board of Directors in favor of any institutional first mortgagee upon request therefor at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the unit owner shall be

obliged to replenish the funds so paid over, and said unit owner and his unit shall be subject to special assessment for such sum.

14.07 "Very Substantial Damage": As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4) or more of the total unit space in any building comprising the condominium property is rendered untenable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of insurance coverage on any of said buildings becomes payable. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof. Should such "very substantial" damage occur, then:

(1) If such very substantial damage has occurred to the building, and in the absence of any determination to abandon the condominium as herein provided, then all of the insurance proceeds payable on account of such very substantial damage to said building shall be held by the Association solely for the benefit of unit owners (and their mortgagees) of said building. Notwithstanding that the ownership of common elements in said building sustaining very substantial damage is partially vested in unit owners of other building, in the absence of a determination to abandon the condominium, unit owners of the building not sustaining such very substantial damage shall not be entitled to participate or share in any portion of such insurance proceeds, anything in this Declaration to the contrary notwithstanding.

(2) Thereupon, a membership meeting shall be called by the Board of Directors of the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to the abandonment of the condominium subject to the following:

(a) If the net insurance proceeds available for restoration and repair, together with funds to be advanced by unit owners to replace insurance proceeds paid over to the institutional first mortgagees, are sufficient to cover the cost thereof so that no special assessment is required, then the condominium property shall be restored and repaired unless three-fourths (3/4) of the total votes of the members of the condominium shall vote to abandon the condominium, in which case the condominium property shall be removed from the provisions of the law, in accordance with Section 718.17 of the Condominium Act.

(b) If the net insurance proceeds available for restoration and repair, together with funds to be advanced by unit owners to replace insurance proceeds paid over to the institutional first mortgagees, are not sufficient to cover the cost thereof so that a special assessment will be required, as set forth above, then a vote will be taken of the membership of this condominium to determine whether said special assessment should be made, or whether the condominium should be abandoned. Said assessment shall be made and the condominium property restored and repaired, unless two-thirds (2/3) of the total votes of the members of this condominium shall vote to abandon the condominium. In the absence of such a vote to abandon, the Association shall immediately levy such special assessment.

(c) Unless it is determined to abandon the condominium, the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions set forth above. The special assessment funds shall be delivered to the Association and added by said Association to the proceeds available for the repair and restoration of the property. The proceeds shall be disbursed by the Association for the repair and restoration of the property, as hereinabove provided. To the extent that any insurance proceeds are paid over to institutional first mortgagees, and in the event it is determined not to abandon the condominium and to vote a special assessment, the unit owner shall be obliged to replenish the funds so paid over to his mortgagee, and said unit owner and his unit shall be subject to special assessment for such sum.

(3) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors of the Association shall be binding upon all unit owners (but not upon institutional first mortgagees).

14.08 Surplus: It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Association after the payment of all costs of the repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the Board of Directors, unless the institutional mortgagee holding and owning the first recorded mortgage encumbering a condominium unit requires distribution. In the event of distribution, then the Association shall distribute any such balance to the beneficial owners of the fund in the manner elsewhere stated.

14.09 Certificate: The Association may rely upon a certificate of a majority of the Board of Directors of the Association certifying as to whether or not the damaged property is to be repaired and restored.

14.10 Plans and Specifications: Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all institutional first mortgagees shall also be required.

14.11 Association's Power to Compromise Claim: The Association is hereby irrevocably appointed agent for each unit owner, for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor, upon the payment of claims.

14.12 Institutional Mortgagee's Right to Advance Premiums: Should the Association fail to pay insurance premiums required hereunder when due, or should the Association fail to comply with other insurance requirements of the mortgagee(s), said institutional mortgagee(s) shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against the individual unit owners for the payment of such item of common expense.

14.13 Workmen's Compensation policy and Flood Insurance to meet the requirements of law.

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

14.15 Each individual unit owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own unit, and for purchasing insurance upon his own personal property, and living expense insurance.

14.16 Anything in this Article 14 to the contrary notwithstanding, a mortgagee shall always be entitled to receive,

in reduction of its mortgage debt, that portion of insurance proceeds apportioned to its mortgaged unit in the same share as the share in the common elements appurtenant to such unit, in the event: (a) Its mortgage is not in good standing and is in default; or, either (b) the insurance proceeds are not sufficient to complete restoration, reconstruction or repair and the Association has not made additional funds available for such purpose; or, (c) it is determined to restore, repair, or reconstruct the improvements in a manner or condition substantially different from that existing prior to the casualty and such mortgagee has not consented in writing to such change or alteration.

15. Sales, Rental, Lease or Transfer

15.01 In the event any unit owner wishes to sell, transfer, rent or lease his unit, the Association shall have the right of prior approval. Any attempt to sell, rent or lease said unit without prior approval of the Association shall be deemed a breach of this Declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon any purchaser, tenant or lessee; provided, however, any deed or lease may be validated by subsequent approval of the Association in the event of a sale or lease without prior approval as herein provided.

15.02 Should a unit owner wish to sell, transfer, lease or rent his condominium unit, he shall, before accepting any offer to purchase, sell, lease or rent his condominium unit, deliver to the Board of Directors of the Association a written notice containing the terms of the offer he has received and wishes to accept, the name and address of the person(s) to whom the proposed sale, lease or transfer is to be made and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Directors of the Association.

15.03 The Board of Directors of the Association, within five (5) business days after receiving such notice and such supplemental information as is required by the Board of Directors, shall either consent to the transaction specified in said notice, or not consent to the transaction specified in said notice.

15.04 The consent of the Board of Directors of the Association shall be in proper recordable form, signed by two officers of the Association and shall be delivered to the purchaser or lessee. Should the Board of Directors fail to act,

as herein set forth, and within the time provided herein, the Board of Directors of the Association shall, nevertheless, thereafter prepare and deliver its written approval in proper recordable form, as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors as herein set forth.

15.05 The sub-leasing or sub-renting of a unit owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association shall have the right to require that a substantially uniform form of lease, or sub-lease, be used or, in the alternative, the Board of Directors' approval of the lease or sub-lease form to be used shall be required. After approval, as herein set forth, entire units may be rented provided the occupancy is only by the lessee, his family and guests. No individual rooms may be rented.

15.06 If a corporate entity is the owner of a unit, it may designate the occupants of the units as it desires and for such period of time as it desires without compliance with the provisions of this Article 15. The foregoing shall not be deemed an assignment or sub-leasing of a unit.

15.07 No fee shall be charged in connection with the proposed transfer or approval in excess of the expenditures reasonably required for credit report expenses which shall not exceed Fifty Dollars (\$50.00).

15.08 Anything in this Article 15 to the contrary notwithstanding, should any condominium unit or parcel at any time become subject to an institutional first mortgage, the holder thereof, upon becoming the owner of said condominium parcel through foreclosure, deed in lieu of foreclosure, or other means, and its immediate grantee shall have the unqualified right to sell, lease or otherwise transfer said unit, including the fee ownership thereof, without prior offer to the Board of Directors.

15.09 This Article shall not be applicable to the Developer which is irrevocably empowered to sell, lease or rent condominium units to any lessees or purchasers. The said Developer shall have the right to transact any business necessary to consummate sales of said units, including, but not limited to the right to maintain model units, have signs, employees in the offices, use the common elements and show units. Sales offices signs and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer.

15.10 Notwithstanding anything contained herein to the contrary, no unit owner shall be permitted to lease or sublease his unit to any person, persons, firm or other entity for a period of not less than three (3) months, for or without consideration. If any unit owner violates this section, the Association shall be permitted to take every legal remedy available to prevent such violation and the unit owner in violation of this section shall pay all costs and attorneys' fees that the Association may incur as a result of this litigation.

16. Limitation of Liability

16.01 The liability of the owner of a unit for common expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration.

16.02 The owner of a unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree as the owner of a house would be liable for an accident occurring within his house.

17. Liens

17.01 With the exception of liens which may result from the initial construction of this condominium, no liens of any nature may be created subsequent to the recording of this Declaration against the condominium property as a whole (as distinguished from individual units) except with the unanimous consent of the unit owners.

17.02 Unless a unit owner has expressly requested or consented to work being performed or materials being furnished to his unit, such labor or materials may not be the basis for the filing of a lien against same pursuant to the Mechanics' Lien Law. No labor performed or materials furnished to the common elements shall be the basis for a lien thereon, but if duly authorized by the Association, such labor or materials shall be deemed to be performed or furnished with the express consent of each unit owner and shall be the basis for the filing of a lien against all condominium parcels in the proportions for which the owners thereof are liable for common expenses.

17.03 In the event a lien against two or more condominium parcels becomes effective, each owner thereof may relieve his condominium parcel of the lien by paying the proportionate amount attributable to his condominium parcel. Upon such payment, it shall be the duty of the lienor to release the lien of record for such condominium parcel.

17.04 Service or delivery of notices, papers or copies thereof permitted or required under the Mechanics' Lien Law for or incident to the perfection or enforcement of liens arising from labor or materials furnished, duly authorized by the Association, may be effected by service on or delivery to the Association. Suits to foreclose or otherwise enforce liens arising from labor or materials furnished to the common elements may be brought against the Association and the owners of units shall not be deemed necessary parties to such suits.

18. The Association - By-Laws

The operation of the condominium property shall be governed by the Bylaws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit "C". The Bylaws may be modified or amended as provided in Article Seventeen of said Bylaws. No amendment to said Bylaws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel. Defects or omissions in the Bylaws shall not affect the validity of the condominium or the title to condominium units.

19. Membership In Association

19.01 The Association was created to perform the acts and duties of the management of the units and common elements defined and described in this Declaration, and to levy and enforce collection of assessments necessary to perform said acts and duties.

19.02 All unit owners shall automatically be members of the Association, and said membership shall terminate when they no longer own said units.

20. The Association, its Powers and Responsibilities

20.01 The operation of the condominium shall be vested in the Association.

20.02 The officers and directors of the Association shall have a fiduciary relationship to the unit owners.

20.03 No unit owner, except as an officer of the Association, shall have any authority to act for the Association.

20.04 The powers and duties of the Association shall include those set forth in the Bylaws referred to above, but in addition thereto, the Association shall have all of the powers and duties set forth in the Condominium Act, as well as all powers, duties granted to or imposed upon it by this Declaration, including but not limited to:

(1) The irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to any other unit or units.

(2) The power to make and collect assessments and to lease, maintain, repair and replace the common elements.

(3) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by unit owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to unit owners or their authorized representatives. Such records shall include, but are not limited to a record of all receipts and expenditures and an account for each unit which shall designate the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments came due, the amounts paid upon the account, and the balance due.

(4) The power to pay any and all taxes which might be assessed against the Association.

(5) The power to enter into contracts with others for a valuable consideration, for the maintenance and management of the subject property, including the normal maintenance and repair of the common elements and in connection therewith, to delegate to the management agent such duties and functions necessary for the operation of the Condominium, provided that the Association shall at all times retain all rights, powers and duties granted to it by the condominium documents and the Condominium Act. The service and maintenance contracts referred to herein may delegate to the service company the duty and responsibility to maintain and preserve the interior surface

of the condominium parcels and to paint, clean, decorate, maintain and repair the individual condominium unit.

Each unit owner, his heirs, successors and assigns, shall be bound by any such management agreement or amendments or revisions thereof to the same extent and effect as if he had executed such management agreement for the purposes herein expressed, including but not limited to adopting, ratifying, confirming, and consenting to the execution of the same by the Association, covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by unit owners as required under said management agreement, acknowledging that all of the terms and conditions thereof, including the manager's fee, are reasonable, and agreeing that the persons acting as directors and officers of the Association entering into such an agreement have not breached any of their duties or obligations to the Association. The management agreement, as well as each and every provision thereof, and the acts of the Board of Directors and officers of the Association entering into such agreement are hereby ratified, confirmed, approved and adopted.

(6) The power to adopt reasonable rules and regulations for the maintenance and conservation of the condominium property, and for the health, comfort, safety, and welfare of the condominium unit owners, all of whom shall be subject to such rules and regulations.

(7) The power to own, convey and encumber real and personal property.

(8) The power to execute contracts, deeds, mortgages, leases and other instruments.

(9) To purchase units in the condominium and to acquire and hold, lease, mortgage and convey the same.

20.05 When the Board of Directors of the Association is not controlled by the Developer, the Association shall have the authority and power to maintain a class action and to settle a cause of action on behalf of the unit owners with reference to matters of common interest, including but not limited to, the common elements, the roof and structural components of a building or other improvement and mechanical, electrical and plumbing elements serving an improvement or building, as distinguished from mechanical elements serving only a unit. In any case in which the Association has the

authority and the power to maintain a class action, the Association may be joined in an action as representatives of the same class with reference to litigations and disputes involving the matters for which the Association could bring a class action.

20.06 In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Association shall give notice of the exposure within a reasonable time to all unit owners who may be exposed to the liability and they shall have the right to intervene and defend.

20.07 Service of process upon the Association may be had by serving any officer of the Association or by serving the agent designated for the service of process. Service of process upon the Association shall not constitute service of process upon any unit owner.

20.08 Nothing herein shall limit any statutory or common law right of any individual unit owner or class of unit owners to bring any action which may otherwise be available in any court.

20.09 A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners at reasonable times.

20.10 Failure to permit inspection of the Association's accounting records by unit owners or their authorized representatives shall entitle any person prevailing in an action for enforcement to recover reasonable attorneys' fees from the person or persons in control of the books and records who, directly or indirectly, deny access to the books and records for inspection.

✓ 21. Maintenance; Limitation Upon Improvement

21.01 The maintenance of the common elements shall be the responsibility of the Association.

✓ 21.02 There shall be no material alterations or substantial additions to the common elements or limited common elements, except as provided herein.

21.03 No unit owner shall make any alterations in the portions of the improvements of the condominium which are

to be maintained by the Association, or to remove any portion thereof, or make any addition thereto, or do any work which would jeopardize the safety or soundness of the building containing his unit or impair any easement.

22. Common Expenses and Common Surplus

22.01 Common expenses shall include the costs of carrying out the powers and duties of the Association, and any other expenses designated as common expenses by this Declaration and the Bylaws, including, but not limited to, the following:

(1) The costs of operation, maintenance, repair, and replacement of the common elements and limited common elements.

(2) Fire and other casualty and liability insurance as set forth in the Declaration.

(3) Costs of management of the condominium and administrative costs of the Association including professional fees and expenses.

(4) Costs of water, electricity and other utilities which are not metered to the individual units.

(5) The costs of additions, repairs, alterations or improvements, or purchases by the Association of additional lands, leaseholds or other possessory or use rights in lands or facilities, purchased as part of the common elements for the benefit of all the members upon a vote of seventy-five percent (75%) of the unit owners.

(6) The cost of any taxes assessed or levied against the Association.

22.02 Funds for the payment of common expenses shall be assessed against unit owners in the percentages of sharing common elements as provided on Exhibit "B" hereto.

22.03 The common surplus shall be owned by unit owners in the same percentages as their share of the common elements.

23. Assessments, Liabilities, Lien and Priority, Interest, Collections

23.01 The Association, through its Board of Directors, subject to the provisions of the Bylaws applicable thereto, shall have the power to fix and determine from time to time the sums necessary to provide for the common expenses of the condominium property, including the expense allocable to services being rendered by a management company with which the Association may contract. The assessments shall include hazard and liability insurance premiums. A unit owner, regardless of how title is acquired, including without limitation, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

23.02 The initial estimated assessment chargeable to a unit owner for common expenses shall be the amounts set forth in Exhibit "D" attached hereto.

23.03 The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements, services or recreation facilities, or by abandonment of the unit for which the assessment was made.

23.04 Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate of ten percent (10%) per annum.

23.05 The Association shall have a lien on each condominium parcel for any unpaid assessments and interest thereon against the unit owner of such condominium parcel until paid. Such lien shall also secure the costs of recording the claim of lien and all courts costs, including, but not limited to, filing and service of process fees, and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, including same if an appeal. As used herein, reasonable attorneys' fees shall be deemed to mean ten percent (10%) of the amount sought to be collected or such reasonable greater sums as a court might award at the trial and/or appellate level, but in either event no less than Seventy-Five Dollars (\$75.00) if a foreclosure of lien action is actually filed on behalf of the Association.

Such liens shall be effective from and after the time of recording in the public records of Pinellas County, Florida a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of liens shall include only assessments which are due and payable when the claim of lien is recorded. Such claims of liens shall be signed and verified by an officer or agent of the Association and shall then be entitled to be recorded. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien.

The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interests of the Association. Suits to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same. Said lien shall be effective as and in the manner provided by the Condominium Act and shall have the priorities established thereby.

23.06 Liens for assessments may be foreclosed by suit brought in the name of the Association in the manner of a foreclosure of mortgage on real property, as more fully set forth in the Condominium Act. The Association may bid at any sale and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced, and to acquire and hold, lease, mortgage and convey the same.

23.07 Where a mortgagee of a first mortgage of record, or other purchaser, of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or where an institutional mortgagee of record accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title and its successors and assigns, shall not be liable for the share of common expenses or assessment by the Association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure, or acceptance of such deed in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common

expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer, its successors and assigns. A mortgagee acquiring title to a condominium parcel as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

23.08 Any person who acquires an interest in a unit including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.

23.09 Any unit owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which it has a lien. Any person, other than the owner who relies upon such certificate shall be protected thereby.

23.10 The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer or to any unit owner or group of unit owners, or to any third party.

23.11 Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a condominium unit.

23.12 Except as set forth in Section 23.07, no unit owner may be excused from the payment of his proportionate share of the common expense of a condominium unless all unit owners are likewise proportionately excused from such payment, except in the following case:

(1) The Developer may be excused from the payment of the share of the common expenses and assessments related thereto for a period subsequent to the recording of the Declaration of Condominium and terminating not later than the first day of the fourth calendar month following the month in which such Declaration is recorded, or for a period terminating with the first day of the month of the

fourth succeeding calendar month after the closing of the purchase and sale of any condominium to a unit owner who is not the Developer, the nominee of the Developer, or a substitute or alternative developer, whichever shall be the later date; or

(2) The Developer may be excused from the payment of his share of the common expense in respect of those units during such period of time that it shall have guaranteed that the assessment for common expenses of the condominium imposed upon the unit owners other than the Developer making the guarantee shall not increase over a stated dollar amount and obligate himself to pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other unit owners.

24. Annual Assessment

24.01 The Board of Directors of the Association shall approve annual budgets in accordance with the provisions of the Bylaws of the Association, which budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for taxes, if any, and insurance for the common elements, plus operating and maintenance expenses.

24.02 The percentage of the annual assessment chargeable for each fiscal year against each unit is set forth in Exhibit "B"; however, said assessment shall be allocated to the unit owner on a quarterly basis, but be payable in advance, in equal monthly installments on the 1st day of each month. In addition, the Association has the power to levy special assessments against each unit in their respective percentages if a deficit should develop in the Association's treasury for the payment of common expenses.

25. Obligations of Members

In addition to the other obligations and duties heretofore set forth in this Declaration, every unit owner shall:

25.01 Promptly pay the assessments levied by the Association.

25.02 Maintain in a clean and sanitary manner, and repair, his unit and all interior surfaces within or surrounding his apartment unit (such as the surfaces of the walls, ceilings, floors), whether or not a part of the apartment or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his unit.

25.03 Not use or permit the use of his unit for any purpose other than as a single family residence.

25.04 Not permit or suffer anything to be done or kept in his unit which would increase the insurance rates on his unit or the common elements, or which will obstruct or interfere with the rights of other members or annoy them with unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.

25.05 Conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of the unit 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 owner's property by, through or under him do likewise.

25.06 Make no alteration, decoration, repair, replacement or change of the common elements or to any outside or exterior portion of the building without the prior written consent of the Association.

25.07 Allow the Board of Directors or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with this Declaration.

25.08 Show no sign, advertisement, or notice of any type on the common elements or his unit, and erect no exterior antennas and aerials except as provided in uniform regulations promulgated by the Association.

25.09 Abide by any regulations regarding children as set forth herein and as may be established by the Association.

25.10 Make no repairs to any plumbing or electrical wiring within a unit except by plumbers or electricians authorized to do such work by proper governmental authorities. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owner of the unit. The Association shall pay for and be responsible for plumbing repairs and electrical wiring within the common elements.

25.11 Return the "condominium parcel" for the purpose of ad valorem taxes to the respective taxing authorities having jurisdiction over them for separate assessment against his condominium parcel. For the purposes of ad valorem taxation, the interest of the owner of a "condominium parcel" in his "condominium unit" and in the "common elements" shall be considered as a unit. The value of said unit shall be equal to the percentage of the value of the entire condominium, including land and improvements, as has been assigned to said unit in Exhibit "B" of this Declaration. The total of all of said percentages equals 100% of the value of all of the land and improvements thereon.

25.12 Use the parking space specifically assigned to him, which parking space shall be considered a limited common element.

25.13 Not place screens, jalousies or other enclosures on balconies or other parts of the building, even though such areas may be limited common elements, except with the prior written consent of the Association or the Developer.

25.14 Not divide or subdivide a unit for purpose of sale or lease, except that a unit may be combined with a contiguous unit and occupied as one single family dwelling.

25.15 Not hang any laundry, garments or other unsightly objects which are visible outside of the unit.

25.16 Not allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, so that each unit, the common elements, and limited common elements shall at all times remain in a clean and sanitary condition.

25.17 Not make any use of a unit that violates any laws, ordinances, and regulations of any governmental body having jurisdiction thereof.

25.18 Parking in assigned, unassigned or guest spaces shall be limited to passenger automobiles, passenger station wagons, vans, trucks under a one ton weight, motorcycles and golf carts and all other vehicles, trailer and other instruments and matters not specifically authorized herein shall not be permitted in said parking spaces unless the Association gives its prior written consent.

25.19 Children under the age of seventeen (17) may not permanently reside in any condominium unit at any time but said children may visit any condominium unit temporarily for a period not to exceed twenty (20) days within any consecutive twelve-month period.

26. Transfer of Association Control

26.01 When 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 of the Association. Unit owners, other than the Developer, shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales by the Developer have been closed of fifty percent (50%) of the units that will be operated ultimately by the Association, three (3) months after sales have been closed by the Developer of ninety percent (90%) of the units that will be operated ultimately by the Association, or when all of the units that will be operated ultimately by the Association have been completed, some of them have been sold, and none of the others are being offered for sale by the Developer in the ordinary course of business, or when some of the units have been sold to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, which ever comes first. The Developer shall be entitled to elect not less than one (1) member of the Board of Directors of the Association so long as the Developer holds for sale in the ordinary course of business any units in the condominium operated by the Association.

26.02 Within sixty (60) days after unit owners other than the Developer are entitled to elect a member or members of the Board of the Association, the Association shall call, and give not less than thirty (30) days or more than forty (40) days notice of, a meeting of the unit owners for this purpose. Such meeting may be called and the notice given by any unit owner if the Association fails to do so.

26.03 If the Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

(1) Assessment of the Developer as a unit owner for capital improvements.

(2) Any action by the Association that would be detrimental to the sales of units by the Developer; however, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of units.

26.04 Prior to, or not more than 60 days after, the time that unit owners other than the Developer, elect a majority of the members of the Board of Directors of the Association; the Developer shall relinquish control of the Association, and the unit owners shall accept control. Simultaneously, the Developer shall deliver to the Association all property of the unit owners and the Association held or controlled by the Developer, including, but not limited to the following items, if applicable, as to each condominium operated by the Association:

(1) The original, a certified copy, or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the same shall reflect the recording information and shall be certified by affidavit by the Developer or officer or agent of the Developer as being a true and complete copy of the actual recorded Declaration; By-Laws; minute books and other books and records of the Association, if any; any house rules and regulations which may have been promulgated; and a certified copy of the Association's Articles of Incorporation.

(2) Resignations of officers and members of the Board of Directors who may be required to resign for reason of the requirement that the Developer relinquish control of the Association.

(3) An accounting or accountings for Association funds. including capital accounts and contributions.

(4) Association funds or control thereof.

(5) All tangible personal property that is represented by the Developer to be part of the common elements, that is ostensibly part of the common elements, or that is property of the Association, and inventories of these properties.

- (6) Insurance policies.
- (7) Copies of any certificates of occupancy which may have been issued condominium property.
- (8) Any other permits issued by governmental bodies applicable to the condominium property and which are currently in force or were issued within one (1) year prior to the date upon which the unit owners other than the Developer took control of the Association.
- (9) All written warranties of the contractor, subcontractors, suppliers and manufacturers that are still effective.
- (10) A roster of unit owners and their addresses and telephone numbers, if known, as shown on the Developer's records.
- (11) Leases, of the common elements, and other leases to which the Association is a party.
- (12) Employment contracts or service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the unit owners have an obligation or responsibility, directly or indirectly to pay some or all of the fee or charge of the person or persons performing the services.
- (13) Other contracts in which the Association is one of the contracting parties.

27. Manager

The Association shall have a manager whose duties and salary shall be prescribed by the Board of Directors of the Association. The manager's salary shall be paid by the Association and assessed as a monthly maintenance or management charge.

28. Management Agreement

The Association has entered into a Management Agreement, a copy of which is attached hereto as Exhibit "E". Each unit owner, his heirs, successors and assigns shall be bound by the said Management Agreement to the same extent and effect

as if he had executed said agreement for the purposes therein expressed, including, but not limited to: adopting, ratifying and confirming to the execution thereof by the Association; covenanting to perform each of the undertakings to be performed by owners as provided for thereunder; agreeing that the persons acting as directors and officers of the Association entering into such Management Agreement have not breached any of their duties or obligations to the Association. It is specifically recognized that the persons comprising the directors and officers of the Association initially may be the owners of all of the stock of the said management corporation and that such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the Association nor as possible grounds to invalidate the Management Agreement in whole or in part.

29. Miscellaneous

29.01 If any provisions of this Declaration, or of the Bylaws attached hereto, or of the Condominium Act, or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of this Declaration, the Bylaws attached or the Condominium Act, and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

29.02 Whenever notices are required to be sent hereunder, the same shall be sent to the unit owners by regular mail, at their place of residence in the condominium building, unless the unit owner has, by written notice duly receipted for, specified a different address. Notices to the Association shall be delivered by regular mail to the resident agent. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

29.03 Each unit owner and the Association shall be governed by and shall comply with the Condominium Act and this Declaration and Bylaws as they may exist from time to time. Failure to do so shall entitle the Association or any other unit owner to recover sums due for damages or injunctive relief or both. Such actions may be maintained by or against a unit owner or the Association or in a proper case by or against one or more unit owners and the prevailing party shall be entitled to recover reasonable attorney's fees. Such relief shall not be exclusive of other remedies provided by law.

29.04 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 liberally construed to effectuate its purposes of creating a uniform plan for the operation of condominium in accordance with the laws made and provided for the same. As used herein, the term "member" means and refers to any person, natural or corporate, who is a unit owner.

29.05 No unit shall be occupied by more than one family.

29.06 This Declaration and all Exhibits thereto shall be binding upon and inure to the benefit of each unit owner, their heirs, personal representatives, successors, assigns and grantees and any and all persons claiming by, through or under any unit owners.

29.07 A unit owner shall not have the right to keep pets, birds or other animals in his unit unless such weighs less than 15 pounds and unless such was owned by and in the possession of the unit owner prior to and at the time of purchase of the unit from the Developer only. No new pets are permitted. Those animals that are permitted are only allowed in the common area or limited common area provided they are caged or leashed. The right, hereby granted, shall be subject to any and all regulations concerning animals that may be established from time to time by the Association.

IN WITNESS WHEREOF, D-F ENTERPRISES, INC., a Florida corporation has hereunto set its corporate hand and seal on this, the 19th day of July, 1979.

Signed, sealed and delivered in the presence of:

D-F ENTERPRISES, INC.
a Florida corporation

Charlotte W. Everson

By: Howard W. King
Its President

Francis M. Billups

Attest: Howard W. King, Sr.
Its Asst. Secretary

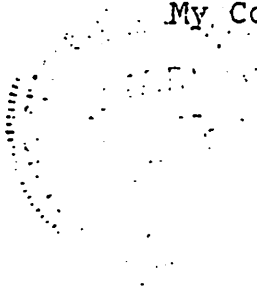
STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 19th day of July, 1979, by Howard W. Nis, Sr. and Howard W. Nis, Sr., the — President and the Asst. Secretary of D-F Enterprises, Inc., a Florida corporation, on behalf of the corporation.

Charlotte W. Everson
Notary Public

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires OCT. 13, 1981



JOINDER OF MORTGAGEE

The mortgagee, FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION, as the only holder and owner of an encumbrance of record of the real property which is being submitted herein for condominium ownership, hereby consents to the Declaration of Condominium of Dover-Foxcroft Condominium, and subordinates all of its instruments of security, including its mortgage interest, to the Declaration of Condominium created herein. Said instruments of security are more particularly described as follows:

(1) Mortgage of real and personal property dated July 2, 1973, and filed on July 2, 1973, and recorded in Official Records Book 4048, commencing at Page 1881, of the Public Records of Pinellas County, Florida.

(2) Mortgage of real and personal property dated May 31, 1979, and filed on May 31, 1979, and recorded in Official Records Book 4861, commencing at Page 1853, of the Public Records of Pinellas County, Florida.

(3) Modification and Consolidation Agreement dated May 31, 1979, and filed on May 31, 1979, and recorded in Official Records Book 4861, commencing at Page 1867, of the Public Records of Pinellas County, Florida.

(4) Assignment of Rents and Leases dated May 31, 1979, and filed on May 31, 1979, and recorded in Official Records Book 4861, commencing at Page 1876, of the Public Records of Pinellas County, Florida.

(5) Uniform Commercial Code Financing Statement filed May 31, 1979, and recorded in Official Records Book 4861, at Page 1881, of the Public Records of Pinellas County, Florida.

(6) Uniform Commercial Code Financing Statement filed May 31, 1979, and recorded in Official Records Book 4861, at Page 1883, of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, Florida Federal Savings and Loan Association has hereunto set its hand and seal on this 10th day of July, 1979.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION

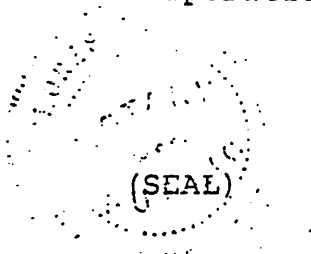
BY [Signature]
Its [Signature] President

ATTEST [Signature]
Its [Signature]

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 17th day of October, 1979, by James H. [unclear] and [unclear], the Vice President and the [unclear] respectively, of Florida Federal Savings and Loan Association, a corporation existing under the laws of the United States of America, on behalf of the corporation.

[Signature]
Notary Public



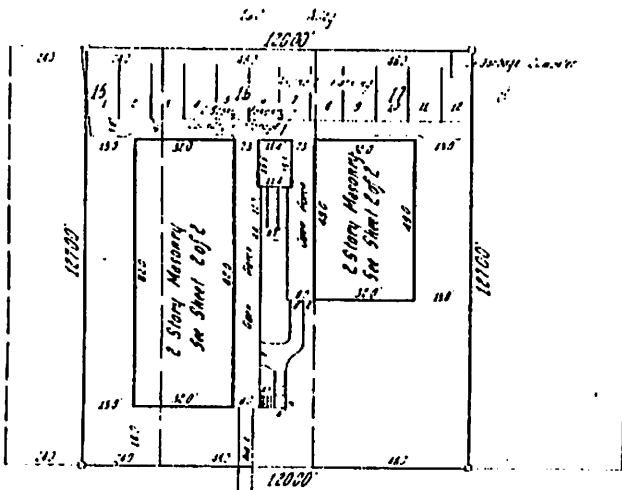
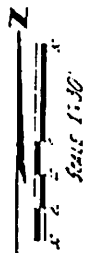
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires OCT. 2, 1982

DOVER FOXCROFT CONDOMINIUM

LOCATED IN THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 31 SOUTH, RANGE 17 EAST,
ST PETERSBURG, PINELLAS COUNTY, FLORIDA.

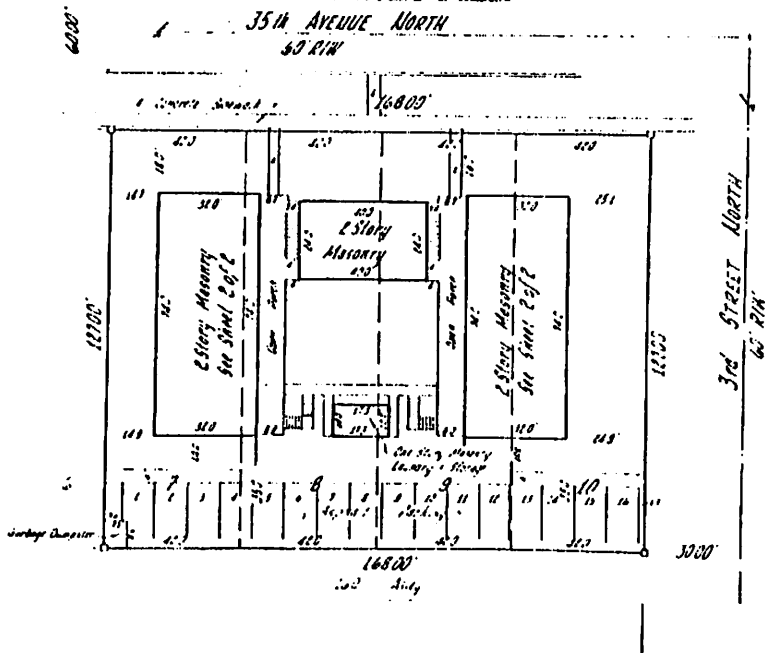
D.R. 4885 PAGE 1530



LEGAL DESCRIPTION:

Lots 7, 8, 9, and 10 Block 28, JORDAN AND MORRIS RESUBDIVISION, as recorded in Plat Book 5 Page 46, Public Records of Pinellas County, Florida, AND
The East 1/2 of Lot 15 and Lots 16 and 17 Block 27, REPLAT OF BLOCK 27 SHELL & HAMILLET'S COFFEE POT BAYOU ADDITION, as recorded in Plat Book 5 Page 83, Public Records of Pinellas County, Florida.

St. Petersburg Pinellas County Florida



SURVEYOR'S CERTIFICATE:

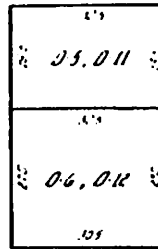
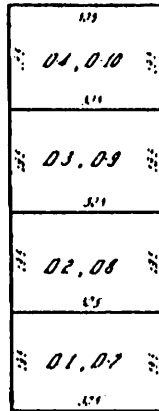
I, C. Fred Deuel, the undersigned registered land surveyor, authorized to practice in the State of Florida, do hereby certify that the construction of the improvements described in this condominium plat of DOVER FOXCROFT CONDOMINIUM, consisting of Sheets 1 and 2 is substantially complete so that the material, together with the provisions of the declaration relating to matters of survey describing the condominium property, is an accurate representation of the location and dimensions of the improvements and that identification, location and dimensions of the common elements and of each unit can be determined from said materials. I also certify that the material and composition of this plat conforms to the requirements of Chapter 177.091 of the Florida Statutes.

Date: MAY 22, 1979

C. Fred Deuel
Florida Engineer's Reg. No. 3496
Florida Surveyor's Reg. No. 027

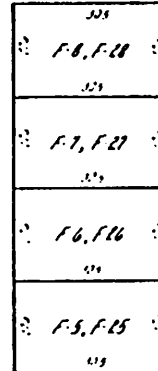
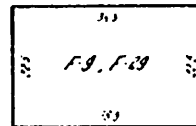
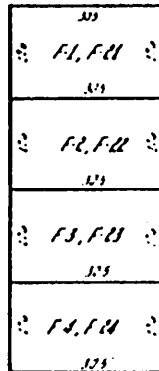
DOVER FOXCROFT CONDOMINIUM

LOCATED IN THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 31 SOUTH, RANGE 17 EAST,
ST. PETERSBURG, PINELLAS COUNTY, FLORIDA.



North Building

1st & 2nd Floor Plans
Building North of
35th Avenue North
First Floor Elev 109.99
Ceiling Elev 117.99
Second Floor Elev 118.79
Ceiling Elev 126.79



South Building

1st & 2nd Floor Plans
Building South of
35th Avenue North
First Floor Elev 109.98
Ceiling Elev 117.98
Second Floor Elev 119.01
Ceiling Elev 127.01

NOTES:

1. All boundary walls are common elements.
2. The lower and upper limits of the unit specifications are the top of the concrete floor slab and the bottom of the ceiling slab respectively.
3. All improvements shown hereon are "common elements" except the area contained within the condominium unit or parcel, patios and balconies.
4. Patios, balconies and assigned parking are "limited common elements".

- 1) All dimensions shown are inside dimensions taken from Architect's Plans and supplemented by additional field work.
- 2) All interior partition walls not shown.

C. Fred Deuel and Associates, Inc.

EXHIBIT "B"

DOVER-FOXCROFT CONDOMINIUM

Percentage Ownership of Common Elements

<u>UNIT NO.</u>	<u>PERCENTAGE OWNERSHIP</u>
D-1	3.320
D-2	3.320
D-3	3.320
D-4	3.320
D-5	3.320
D-6	4.599
D-7	3.320
D-8	3.320
D-9	3.320
D-10	3.320
D-11	3.320
D-12	4.599
F-1	2.996
F-2	2.996
F-3	2.996
F-4	2.996
F-5	2.996
F-6	2.996
F-7	2.996
F-8	2.996
F-9	4.833
F-21	2.996
F-22	2.996
F-23	2.996
F-24	2.996
F-25	2.996
F-26	2.996
F-27	2.996
F-28	2.996
F-29	4.833

FILED

JUN 6 10 45 AM '79

TALLAHASSEE, FLORIDA

EXHIBIT "C"

ARTICLES OF INCORPORATIONOFDOVER-FOXCROFT CONDOMINIUM ASSOCIATION, INC.

We, the undersigned, with other persons being desirous of forming a corporation not for profit, under the provisions of Chapter 617 of the Florida Statutes, do agree to the following:

ARTICLE I. NAME

The name of this corporation is DOVER-FOXCROFT CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association".

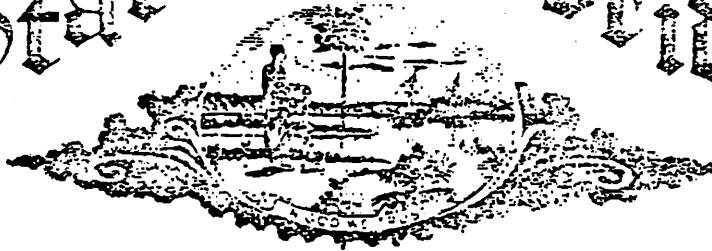
ARTICLE II. PURPOSE

The Association is organized as a corporation not for profit under the terms and provisions of Chapter 617, Florida Statutes, and is a condominium association, as referred to and authorized by Section 718.111, Florida Statutes. The purpose for which the corporation is organized is to provide an entity responsible for the operation of a condominium in Pinellas County, Florida, known as DOVER-FOXCROFT CONDOMINIUM ("Condominium"). The Declaration of Condominium and any amendments thereto whereby said Condominium has or will be created is herein called the "Declaration".

ARTICLE III. QUALIFICATION OF MEMBERS AND MANNER OF ADMISSION

Section 1. The members of the Association shall constitute all the record owners of residential condominium units in the Condominium. After receiving the approval of the Association, as required under the Declaration, change of membership in the Association shall be established by recording in the Public Records of Pinellas County, Florida, a deed or other instrument establishing record title to a condominium unit and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner of such condominium unit shall thereupon be terminated.

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of DOVER-FOXCROFT CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on June 6, 1979, as shown by the records of this office.

The charter number for this corporation is 747523.

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

8th day of June, 1979

Leone Fu
Secretary of State



CER 101
12-78

Section 2. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner whatsoever except as an appurtenance to his condominium unit.

Section 3. The owner of each condominium unit shall be entitled to at least one (1) vote as a member of the Association. The exact number of votes to be cast by owners of a condominium unit and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE IV. CORPORATE EXISTENCE

The Association shall commence upon the filing of these Articles of Incorporation with the Secretary of State, State of Florida. This corporation shall exist perpetually.

ARTICLE V. DIRECTORS AND OFFICERS

The affairs of the Association shall be managed by its Board of Directors. The directors and officers may lawfully and properly exercise the powers set forth in Article XI, Sections "3" and "4", notwithstanding the fact that some or all of them who may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or consummation of the agreements executed pursuant to such powers are some or all of the persons with whom the corporation enters into such agreements or who own some or all of the proprietary interest in the entity or entities with whom the corporation enters into such agreements. Disclosure of such agreements by setting forth the same in the Declaration and/or the Amended Declaration of the Condominium, as initially declared or subsequently redeclared or amended, shall stand as an absolute confirmation of such agreements and the valid exercise by the directors and officers of the corporation of the powers pertinent thereto.

ARTICLE VI. BOARD OF DIRECTORS

Section 1. The business affairs of this corporation shall be managed by the Board of Directors.

Section 2. This corporation shall have five (5) members of the Board initially. The number of directors may be changed from time to time as provided by the Bylaws, but their number may never be less than three (3).

Section 3. Directors of the Association shall be elected at the annual meeting of members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

Section 4. The first (1st) election of directors shall not be held until unit owners other than the developer own fifteen percent (15%) or more of the units in the Condominium that will ultimately be operated by the Association. The directors named in these Articles shall serve until the first election of directors and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

Section 5. Directors need not be members of the Association.

Section 6. The names and addresses of the initial Board of Directors are as follows:

Howard W. Nix, Jr.
30 - Sixth Street North
St. Petersburg, Florida 33701

William F. Davenport, Jr.
30 - Sixth Street North
St. Petersburg, Florida 33701

John L. Green, Jr.
30 - Sixth Street North
St. Petersburg, Florida 33701

R. Donald Mastry
The Tenth Floor, Florida Federal Building
Fourth Street and Central Avenue
St. Petersburg, Florida 33701

Ernest L. Mascara
The Tenth Floor, Florida Federal Building
Fourth Street and Central Avenue
St. Petersburg, Florida 33701

ARTICLE VII. OFFICERS

Section 1. The officers of the corporation shall be a President, a Vice President, a Secretary, a Treasurer, and such number of additional Vice Presidents and other officers

as may be provided in the Bylaws. The same person may hold the offices of Secretary and Treasurer simultaneously.

Section 2. The names of the persons who are to serve as officers of the Association until their successors are elected by the Board of Directors are as follows:

<u>Office</u>	<u>Name</u>
President	Howard W. Nix, Jr.
Vice President	Howard W. Nix, Sr.
Secretary	Ruby Mae Nix
Treasurer	Howard W. Nix, Jr.
Assistant Treasurer	Howard W. Nix, Sr.
Assistant Treasurer	Ruby Mae Nix

Section 3. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors.

Section 4. The officers shall have such duties, responsibilities, and powers as provided by the Bylaws and by Chapter 718, Florida Statutes.

ARTICLE VIII. BYLAWS

The membership shall adopt Bylaws for the Association at the first meeting of the Association after the approval of these Articles of Incorporation by the Secretary of State. Additional Bylaws or alterations or rescission of the first Bylaws shall be enacted by the membership in the manner provided in the Bylaws.

ARTICLE IX. AMENDMENT TO ARTICLES

The Articles of Incorporation may be amended at any special or regular meeting by approval of not less than 75 percent of the entire membership of the Board of Directors and 75 percent of the members of the Association, or by not less than 80 percent of the votes of the entire membership of the Association. Any amendment to these Articles will be voted upon only after notice of any meeting as required by the Bylaws of the Association.

ARTICLE X. INITIAL REGISTERED OFFICER AND AGENT

The street address of the initial registered office of the Association is:

The Tenth Floor, Florida Federal Building
Fourth Street and Central Avenue
St. Petersburg, Florida 33701

and the name of the initial registered agent of the Association at the address is:

R. Donald Mastry

ARTICLE XI. POWERS

The Association shall have the following additional powers:

Section 1. All the powers set forth and described in Section 617.021, Florida Statutes, not repugnant to any of the provisions of Chapter 718, Florida Statutes.

Section 2. All the powers of an association as set forth in Chapter 718, Florida Statutes.

Section 3. To acquire and enter into agreements whereby it acquires leaseholds, membership or other possessory or use interests in lands or facilities including, but not limited to, country clubs, golf courses, marinas, tennis clubs, and other recreational facilities, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation or other use or benefit to the unit owners.

Section 4. To contract with a third party for the management of the Condominium and to delegate to the management agent such duties and functions necessary for the operation of the Condominium, provided that the Association shall at all times retain all rights, powers and duties granted to it by the condominium documents and the Condominium Act.

Section 5. To acquire by purchase or otherwise, condominium units of the Condominium, subject, nevertheless, to the provisions of the Declaration and/or Bylaws relative thereto.

Section 6. To operate and manage the Condominium in accordance with the sense, meaning, direction, purpose, and intent of the Declaration as the same may from time to time be amended, and to otherwise perform, fulfill and exercise the powers, privileges, options, rights, duties, obligations, and responsibilities entrusted to or delegated to it by the Declaration and/or Bylaws.

ARTICLE XII. SUBSCRIBERS


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

Howard W. Nix, Jr.
30 Sixth Street North
St. Petersburg, Florida 33701

R. Donald Mastry
The Tenth Floor, Florida Federal Building
Fourth Street and Central Avenue
St. Petersburg, Florida 33701

Ernest L. Mascara
The Tenth Floor, Florida Federal Building
Fourth Street and Central Avenue
St. Petersburg, Florida 33701

We, the undersigned, being each of the subscribers hereto, do hereby subscribe to these Articles of Incorporation, and in witness whereof, we have hereunto set our hands and seals this 23rd day of May, 1979.


HOWARD W. NIX, JR.


R. DONALD MASTRY


ERNEST L. MASCARA

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 23rd day of May, 1979, by HOWARD W. NIX, JR.

(SEAL)


Notary Public

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires OCT. 2, 1982

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 23rd day of May, 1979, by R. DONALD MASTRY.

Dolores Valente
Notary Public

(SEAL)

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires OCT. 2, 1982

4

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me
this 23rd day of May, 1979, by ERNEST L. MASCARA.

Dolores Valente
Notary Public

(SEAL)

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires OCT. 2, 1982

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

In compliance with Section 48.091, Florida Statutes, the following is submitted:

That DOVER-FOXCROFT CONDOMINIUM ASSOCIATION, INC., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at the City of St. Petersburg, State of Florida, has named R. DONALD MASTRY, located at The Tenth Floor, Florida Federal Building, Fourth Street and Central Avenue, St. Petersburg, Florida 33701, as its agent to accept service of process within Florida.

R. Donald Mistry

R. DONALD MASTRY
Incorporator of Dover-Foxcroft
Condominium Association, Inc.

Dated this 23rd day of May, 1979.

Having been named to accept service of process for the above-stated corporation, at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

R. Donald Mistry

R. DONALD MASTRY
Resident Agent for Dover-Foxcroft
Condominium Association, Inc.

Dated this 23rd day of May, 1979.

FILED
JUN 6 10 46 AM '79
CLERK OF COURT
TALLAHASSEE, FLORIDA

EXHIBIT "C"

B Y L A W S

OF

DOVER-FOXCROFT CONDOMINIUM ASSOCIATION, INC.

A Florida non-profit Corporation

ARTICLE I. GENERAL

Section 1 - The Name. The name of the non-profit corporation shall be DOVER-FOXCROFT CONDOMINIUM ASSOCIATION, INC.

Section 2 - Principal Office. The principal office of the Association shall be at 30 - Sixth Street, North, St. Petersburg, Florida, 33701, or at such other place as may be subsequently designated by the Board of Administration.

Section 3 - Definition. As used herein, the term "Association" shall be the equivalent of "Association" as defined in the Declaration of Condominium of DOVER-FOXCROFT CONDOMINIUM, and all other words as used herein shall have the same definitions as attributed to them in said Declaration of Condominium.

ARTICLE II. DIRECTORS

Section 1 - Number and Term. The number of directors who shall constitute the whole Board of Administration shall be not less than than three (3). Directors need not be Members. Within the limits above specified, the number of Directors shall be determined by the Members at the Annual Meeting. The Directors shall be elected at the Annual Meeting of the Members, and each Director shall be elected to serve for the term of one (1) year, or until his successor shall be elected and shall qualify. At least one of the Directors elected shall be a resident of the State of Florida and a resident of the United States.

Section 2 - Vacancy and Replacement. If the office of any Director or Directors becomes vacant by reason of

death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a Special Meeting of Directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3 - Removal. Directors may be removed for cause by an affirmative vote of a majority of the Members at any regular or special meeting of the membership of the Association, except as provided herein.

Section 4 - First Board of Administration. The Directors of the first Board of Administration shall hold office and exercise all powers of the Board of Administration until the first Membership Meeting, anything herein to the contrary notwithstanding; provided any or all said Directors shall be subject to replacement in the event of resignation or death, as above provided.

Section 5 - Powers. The property and business of the Association shall be managed by the Directors of the Board of Administration who may exercise all powers not specifically prohibited by statutes, or the Declaration to which these Bylaws are attached. The powers of the Board of Administration shall specifically include, but not be limited to, the following items:

A. To make and collect assessments and establish the time within which payment of same are due.

B. To use and expend the assessments collected; to maintain, care for and preserve the units and Condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the unit owners.

C. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.

D. To enter into and upon the units when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservations.

E. To insure and keep insured said Condominium property in the manner set forth in the Declaration

against loss from fire and/or other casualty, and the unit owners against public liability, and to purchase such other insurance as the Board of Administration may deem advisable.

F. To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violations of these Bylaws and the terms and conditions of the Declaration.

G. To employ and/or contract with, if deemed desirable, a maintenance service contractor and/or management company who shall maintain, service and/or manage the building and related facilities, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the building. To employ workmen, janitors and gardeners and to purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed desirable, and generally to have the powers of manager in connection with the matters hereinbefore set forth.

H. To make reasonable rules and regulations for the occupancy of the Condominium parcels. Provided however, said Directors of the Board of Administration shall only act in the name of the Association when it shall be regularly convened after due notice to all Directors of such meeting.

Section 6 - Meetings.

A. The first meeting of each Board newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The Annual Meeting of the Directors of the Board of Administration shall be held at the place where the general Members' Meeting is, and immediately after the adjournment of same.

B. No notice of the Directors of the Board of Administration meeting shall be required if the Directors meet by unanimous written consent. The Directors may, by resolution duly adopted, establish regular monthly, quarter-annual or semi-annual meetings. If such resolution is adopted, no notice of such regular meetings of the Directors of the Board of Administration shall be required.

C. Special meetings of the Board may be called by the President on five (5) days' notice to each Director. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of three (3) Directors.

D. Notwithstanding the requirements as to notice contained above, all meetings of the Directors of the Board of Administration of the Association shall be open to the members of the Association and notices of such meetings stating the place and time thereof shall be posted conspicuously at least forty-eight (48) hours prior to any such meeting to call the members attention thereto, provided, however, in the event of an emergency such notice shall not be required.

E. At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Administration, except as may be otherwise specifically provided by statute or by these Bylaws. If a quorum shall not be present in any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present.

F. Each Director shall have one (1) vote and such voting may not be by proxy.

Section 7 - Order of Business. The order of business at all meetings of the Board shall be as follows:

- A. Roll call.
- B. Proof of notice of meeting or waiver of notice.
- C. Reading of minutes of last meeting.
- D. Consideration of communications.
- E. Resignations and elections.
- F. Reports of officers and employees.
- G. Reports of committees.
- H. Unfinished business.
- I. Original resolutions and new business.
- J. Adjournment.

Section 8 - Annual Statement. The Board will present, not less often than at the annual meetings, and when called for by a vote of the members, at any special meeting of the members, a full and clear statement of the business and condition of the Association.

ARTICLE III. OFFICERS

Section 1 - Executive Officers. The executive officers of the Association shall be President, Vice President, Treasurer, and Secretary, all of whom shall be elected annually by said Board. Any two of said offices may be united in one person. If the Board so determines, there may be more than one Vice President and such other officers it deems necessary.

Section 2 - Appointive Officers. The Directors of the Board of Administration may appoint such other officers and agents as it may deem necessary, who shall hold office during the pleasure of the Board of Administration and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3 - Election. The Directors of the Board of Administration at its first meeting after each annual meeting of general members shall elect a President, a Vice President, a Treasurer, and a Secretary, none of whom, except the President, need be a member of the Board.

Section 4 - Term. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Administration may be removed, for cause, at any time by the affirmative vote of a majority of the whole Board of Administration.

Section 5 - The President.

A. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the Members and Directors; shall be ex officio member of all standing committees; shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect.

B. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal by the Association,

except where the same is required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Directors of the Board of Administration to other officers or agents of the Association.

Section 6 - Vice President. He shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Directors of the Board of Administration.

Section 7 - The Secretary. He shall issue notices of all Board of Administration meetings and all meetings of the unit owners; he shall attend and keep the minutes of the same; he shall have charge of all of the Association's books, records and papers except those kept by the Treasurer. He shall have custody of the seal of the Association.

Section 8 - The Treasurer. He shall have the following duties:

A. He shall have custody of the Association funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Administration. The books shall reflect an account for each unit in the manner required by the Condominium Act.

B. He shall disburse the funds of the Association as may be ordered by the Board in accordance with these Bylaws, making proper vouchers for such disbursements, and shall render to the President and Board of Administration at the regular meeting of the Board, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Association.

C. He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board.

D. He shall give status reports to potential transferees, on which reports the transferees may reply.

Section 9 - Vacancies. If the office of any Directors, or of the President, Vice President, Secretary, Treasurer, or one or more becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the Directors of the whole Board of Administration, provided for in these Bylaws, may choose a successor or successors who shall hold office for the unexpired term.

Section 10 - Resignations. Any Director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Association, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV. MEMBERSHIP

Section 1 - Transfers. Transfers of membership shall be made only on the books of the Association, and notice of acceptance of such transferee as a member of the Association shall be given in writing to such transferee by the President and Secretary of the Association. Transferor, in such instance, shall automatically be no longer a member of the Association. Membership in the Association may be transferred only as an incident to the transfer of the transferor's condominium parcel and his undivided interest in the common elements of the Condominium, and such transfers shall be subject to the procedures set forth in the Declaration.

Section 2 - Voting Members. Members of the Association shall be designated by the owner or owners, as recorded in the Public Records of Pinellas County, Florida, of a vested present interest in a single condominium parcel owning the majority interest in such single condominium parcel, the designation of whom shall be by statement filed with the Secretary of the Association, in writing, signed under oath. Such member shall continue to cast the vote for all such owners of interests in a single condominium parcel until such time as another person is properly designated as the voting member by those persons or entities owning the majority interests in such single condominium parcel by a similar written, sworn statement filed with the Secretary. In addition,

A. An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote, which vote shall be cast by the voting member.

B. A person or entity owning more than one (1) condominium parcel may be designated as a voting member for each such condominium parcel which he owns. Failure by all owners of any single condominium parcel to file the aforementioned written, sworn statement with the Secretary prior to a Members' Meeting, will result in depriving such owner of a single condominium parcel of a vote at such meeting.

C. A membership may be owned by more than one owner, provided that membership shall be held in the same manner as title to the unit. In the event ownership is in more than one person, all the owners of such membership shall be entitled collectively to only one (1) voice or ballot in the management of the affairs of the Association in accordance with the Declaration of Condominium, and the vote may not be divided between plural owners of a single membership.

Section 4 - Corporate Owners. In the event the owner of a condominium parcel is not a natural person, the subject entity shall designate a natural person, who shall be entitled to occupy the condominium parcel, and such natural person shall be a member of the Association, subject to the procedures set forth in the Declaration.

ARTICLE V. MEETINGS OF MEMBERSHIP

Section 1 - Place. All meetings of the Association's membership shall be held at the office of the Association, or such other place as may be stated in the notice.

Section 2 - Annual Meeting. The first Annual Meeting of the Members of the Association shall be held one hundred twenty (120) days following the date that unit owners other than the Developer own fifteen percent (15%) or more of the units in the Condominium.

A. Regular Annual Meetings subsequent to the date referred to above, shall be held on the first Tuesday of April of each succeeding year, if not a legal holiday; and if a legal holiday, then on the next secular day following.

Section 3 - Membership List. At least thirty (30) days before every election of Directors, a complete list of Members entitled to vote at said election, arranged numerically by condominium units, with the residence of each, shall be prepared by the Secretary. Such list shall be produced

and kept for said thirty (30) days and throughout the election at the office of the Association, and shall be open to examination by any Member at any time in accordance with Florida Statute 718.111(7).

Section 4 - Special Meetings.

A. Special Meetings of the Members for any purpose or purposes, unless otherwise prescribed by statute may be called by the President, and shall be called by the President or Secretary at the request, in writing, of one-third (1/3) of the Members. Such request shall state the purpose or purposes of the proposed meeting.

B. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5 - Right to Vote. At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting, or subsequent adjourned meetings thereof.

In no event shall any one (1) member of the Association be designated a proxy for more than five (5) votes. The appearance at any meeting of any member of the Association who has previously designated a proxy shall automatically revoke and terminate a proxy previously given by such member.

Section 6 - Vote Required to Transact Business. When a quorum is present at any meeting, the majority of the vote of the members present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the Florida Statutes or of these Bylaws, a different vote is required; in which case such express provision shall govern and control the decision of such question.

Section 7 - Quorum. Fifty-one percent (51%) of the total number of members of the Association whether they be present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, or by these Bylaws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to

adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 8 - Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of the Florida Statutes or of these Bylaws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action of such meeting if such meeting were held, shall consent in writing to such action being taken.

ARTICLE VI. NOTICES

Section 1 - Definition. Whenever, under the provisions of the Florida Statutes or of these Bylaws, notice is required to be given to any Director or member, it shall not be construed to mean personal notice; but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed wrapper addressed as appears on the books of the Association.

Section 2 - Service of Notice - Waiver. Whenever any notice is required to be given under the provisions of the Florida Statutes or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3 - Notice. Written notice of any annual or special meeting of members, stating time, place and objective thereof, shall be served upon or mailed to each member entitled to vote thereat at such address as appears on the books of the Association. As to any annual meeting, fourteen (14) days advance written notice shall be given to each member, and, in addition, such notice shall be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to such meeting. As to any special meeting, five (5) days advance written notice shall be given to each member.

ARTICLE VII. FINANCES

Section 1 - Fiscal Year. The fiscal year shall begin the first day of January in each year. The Board of Administration is expressly authorized to change this fiscal year at any time for the convenience of the Association.

Section 2 - Checks. All checks or demands for money and notes of the Association shall be signed by any two of the following officers: President, Vice President, Secretary or Treasurer, or by such officer or officers, or such other person or persons as the Board may from time to time designate.

ARTICLE VIII. SEAL

Section 1 - Association Seal. The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization, and the words "non-profit incorporated". Said seal may be used by causing it, or a facsimile thereof, to be impressed, affixed, reproduced or otherwise.

ARTICLE IX. MISCELLANEOUS RULES

Section 1 - Rules and Regulations. In addition to the other provisions of these Bylaws, the following rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Directors of the Board of Administration, shall govern the use of the condominium units and the conduct of all residents thereof.

A. The condominium units shall be used only for residential purposes.

B. Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such a way as to be injurious to the reputation of the property.

C. The use of the condominium units shall be consistent with existing law, these restrictions and so long as such use does not constitute a nuisance.

D. Condominium units may not be used for business use, nor for any commercial use whatsoever.

E. Common elements shall not be obstructed, littered, defaced nor misused in any manner.

F. No structural changes or alterations shall be made in any unit, except upon approval of the Board of Administration.

G. A condominium unit shall not be rented or leased except as permitted in the Declaration.

ARTICLE X. DEFAULT

Section 1 - Default in Payments. In the event an owner of a condominium parcel does not pay any sums, charges or assessments required to be paid to the Association within thirty (30) days from the due date, the Association, acting on its own behalf or through its Board of Association or Manager acting on behalf of the Association, may foreclose the lien encumbering the condominium parcel created by non-payment of the required moneys in the same fashion as mortgage liens are foreclosed. The Association shall be entitled to the appointment of a Receiver if it so requests. The Association shall have the right to bid in the condominium parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the Association may, through its Board of Administration, or Manager acting in behalf of the Association, or in its own behalf, bring suit to recover a money judgment for sums, charges or assessments required to be paid to the Association without waiving its lien securing same. In any action, either to foreclose its lien or to recover a money judgment brought by or on behalf of the Association against a condominium parcel owner, the losing defendant shall pay the costs thereof, together with a reasonable attorneys' fee, including that incurred on appeal.

A. If an action of foreclosure is brought against the owner of the condominium parcel for the nonpayment of moneys due the Association, and as a result thereof the interest of the said owner in and to the condominium parcel is sold, then, at the time of such sale, the condominium parcel owner's membership shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

B. If the Association becomes the owner of a condominium parcel by reason of foreclosure, it may offer said unit for sale and at such time as a sale is consummated,

it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorneys' fees, and any and all expenses incurred in the re-sale of the condominium parcel, which shall include, but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurnishing of the condominium parcel in question. All moneys remaining after deducting the foregoing items of expense shall be returned to the former owner of the condominium parcel in question.

Section 2 - Violation of Declaration of Condominium.

In the event of violation of the provisions of the enabling Declaration, restrictions and Bylaws, as the same are now or may hereafter be constituted, the Association, on its own behalf, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents just hereinabove enumerated, or sue for damages, or take all such courses of action at the same time, or for such other legal remedy it may deem appropriate.

A. In the event of such legal action brought against a condominium parcel owner, the losing defendant shall pay the plaintiff's reasonable attorneys' fee and court costs, including that incurred on appeal. Each owner of a condominium parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Association, and regardless of the intent of all owners of condominium parcels to give to the Association a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those moneys due and owing it from owners of condominium parcels and to preserve each other's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

ARTICLE XI. REGISTERS

Section 1 - Register. The Secretary of the Association shall maintain a register in the Association office showing the names and addresses of members.

Section 2 - Transfer Fee. Any application for the transfer of membership or for a conveyance of interest in a

condominium parcel or a lease of a condominium parcel shall be accompanied by an application fee in the amount of \$50.00, to cover the cost of contacting the references given by the applicant and such other costs of investigation that may be incurred by the Board.

Section 3 - Mortgage Register. The Association shall maintain a suitable register for the recording of pledged or mortgaged condominium parcels. Any pledgee or mortgagee of a condominium parcel may, but is not obligated, to notify the Association in writing of the pledge or mortgage. In the event notice of default is given any member, under an applicable provision of the Bylaws, or the Declaration, copy of such notice shall be mailed to the registered pledgee or mortgagee.

ARTICLE XII. SURRENDER

Section 1 - Repossession of Unit. In the event of the legal termination of a membership and of the occupancy rights thereunder, the member or any other person or persons in possession by or through the right of the member, shall promptly quit and surrender the owned unit to the Association in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the Association shall have the right to re-enter and to repossess the condominium unit. The member, for himself and any successor in interest, by operation of law or otherwise, hereby waives any and all notice and demand for possession if such be required by the Laws of Pinellas County, State of Florida, or the United States of America.

ARTICLE XIII. ASSESSMENTS

Section 1 - Assessments. The assessments of the Association shall be paid by each member in accordance with the annual budget. If for any reason the estimate proves to be in excess of the Association's needs, the balance shall be retained by the Association in its account in reduction of the next ensuing year's expenses. However, in the event said estimate is less than the actual economic needs of the Association, the Association shall have a right to assess its members for their prorata share of any additional monies so required and the same shall be paid upon demand. All assessments shall be made against unit owners not less frequently

than quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. However, payments under the quarterly assessments shall be divided into and be payable in monthly installments on the fifteenth (15th) day of each month. Nothing herein shall prevent the Directors of the Board of Administration of the Association from paying taxes on retained monies or directing such payments; or, in the alternative, the Directors of the Board of Administration may return retained sums to unit owners in accordance with the percentage of their ownership prior to the end of the Association's fiscal year. There shall be paid at the time of initial purchase of a condominium unit by a purchaser an initial maintenance fee equal to three times the monthly maintenance payment for that particular unit, which sum shall be over and above the assessments referred to in this Section 1. Initial purchase shall be defined as the original sale from the developer to the unit owner.

ARTICLE XIV. ANNUAL BUDGET

Section 1 - Annual Budget. The annual budget for common expenses for the condominium shall be adopted by the Directors of the Board of Administration of the Association. A copy of the proposed annual budget of common expenses shall be mailed, by regular mail, to the unit owners at least thirty (30) days prior to the meeting at which the budget will be considered together with a notice of such meeting. Such meeting shall be open to the unit owners.

In the event the annual budget which requires assessments against unit owners in any fiscal or calendar year exceeds one hundred and fifteen percent (115%) of such assessments for the preceding year, upon written application of the Board of Administration of the Association by at least ten percent (10%) of the unit owners, a special meeting of the unit owners shall be held upon not less than ten (10) days written notice, by regular mail, to each unit owner nor more than thirty (30) days after the delivery of such application to the Board of Administration. At such special meeting, the unit owners may consider and enact a revision of the budget or recall any and all members of the Board of Administration and elect their successors. Any revision of the annual budget or the recall of any and all members of the Board of Administration shall require a vote in the manner described in this paragraph of not less than seventy-five percent (75%) of all of the unit owners and not of just those present at the special meeting.

In determining whether assessments exceed one hundred and fifteen percent (115%) of assessments for prior years, there shall be excluded from the computation any provision for reasonable reserves made by the Board of Administration with respect to the repair or replacement of the condominium property or with respect to anticipated expenses of the Association which are not expected to be incurred on a regular or annual basis and there shall be excluded from such computation, assessments for betterments to the condominium property.

As long as the developer is in control of the Board of Administration, said Board shall not impose an assessment for a year greater than one hundred and fifteen percent (115%) of the prior fiscal or calendar year's assessment without the approval of a majority of the unit owners.

As an alternative to the methods for adjusting the annual budget, the Board of Administration may propose the budget to the unit owners at a meeting of the Association, or by writing, and if such budget or proposed budget be approved by the unit owners at the meeting, or by a majority of all of the unit owners in writing, such budget shall not thereafter be re-examined by the unit owners nor may the Board of Administration be recalled in the manner described above.

ARTICLE XV. INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Directors or officer may be entitled.

ARTICLE XVI. MINUTES OF MEETINGS

Minutes of all meetings of the Association and the Board of Directors shall be kept in a businesslike manner and be made available for inspection by unit owners and Board members at all reasonable times.

ARTICLE XVII. SALARIES

Section 1 - Officers and Directors. No officers or Directors shall, for reason of his office, be entitled to receive any salary or compensation, but nothing herein shall be construed to prevent an officer or Director from receiving any compensation from the Association for any duties other than as an officer and Director.

Section 2 - Employees. The Directors of the Board of Administration shall hire and fix the compensation of any and all employees, which they, in their discretion, may determine to be necessary in the conduct of the business of the Association.

ARTICLE XVIII. AMENDMENT OF BYLAWS

The Bylaws of the Association may be altered, amended or repealed, unless specifically prohibited herein, at any regular or special meeting of the members by a three-fourths (3/4) vote of all members of the Association, and provided that notice of said membership meeting has been given in accordance with these Bylaws, and that the notice as aforesaid contained a full statement of the proposed amendment. No modification or amendment to the Bylaws shall be valid unless set forth or annexed to a duly recorded amendment to the Declaration of Condominium.

ARTICLE XIX. CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires. Should any of the covenants herein imposed be void or become unenforceable at law, or in equity,

the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

THE END

EXHIBIT "D"

DOVER-FOXCROFT CONDOMINIUM ASSOCIATION, INC.BUDGET

(Proposed Monthly and Yearly Budget)
(July 1, 1979 to June 30, 1980)

	<u>Monthly</u>	<u>Yearly</u>
Ground Maintenance	\$150.00	\$1,800.00
Building Maintenance	75.00	900.00
Electricity	135.00	1,620.00
Water, Sewer, Garbage	150.00	1,800.00
Insurance	75.00	900.00
Miscellaneous	15.00	180.00
Reserve	100.00	1,200.00
Management Fee	<u>225.00</u>	<u>2,700.00</u>
TOTAL	\$925.00	\$11,100.00

EXHIBIT "D"

DOVER-FOXCROFT CONDOMINIUMAssessment to each Condominium Unit
Based Upon Proposed Budget

<u>UNIT NO.</u>	<u>MONTHLY</u>	<u>YEARLY</u>
D-1	\$30.71	\$368.52
D-2	30.71	368.52
D-3	30.71	368.52
D-4	30.71	368.52
D-5	30.71	368.52
D-6	42.55	510.60
D-7	30.71	368.52
D-8	30.71	368.52
D-9	30.71	368.52
D-10	30.71	368.52
D-11	30.71	368.52
D-12	42.55	510.60
F-1	27.71	332.52
F-2	27.71	332.52
F-3	27.71	332.52
F-4	27.71	332.52
F-5	27.71	332.52
F-6	27.71	332.52
F-7	27.71	332.52
F-8	27.71	332.52
F-9	44.72	536.64
F-21	27.71	332.52
F-22	27.71	332.52
F-23	27.71	332.52
F-24	27.71	332.52
F-25	27.71	332.52
F-26	27.71	332.52
F-27	27.71	332.52
F-28	27.71	332.52
F-29	44.72	536.64

MANAGEMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the 19th day of July, 1979, by and between HOWARD W. NIX, SR., hereinafter referred to as "Agent", and DOVER-FOXCROFT CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as "Association".

WITNESSETH

WHEREAS, Agent is experienced in the business of providing management services to residential and commercial developments; and

WHEREAS, Association, pursuant to its Condominium Declaration and documents incidental thereto, is charged with the responsibilities of management of the property subject to such Condominium Declaration, hereinafter referred to as the "Property"; and

WHEREAS, Association desires to employ Agent and Agent desires to be employed by Association to manage said Property, in accordance with the terms of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

I.

EMPLOYMENT AGREEMENT

A. Association hereby appoints and employs Agent as its exclusive managing agent, and Agent hereby accepts said appointment and employment, to manage the Property, upon the terms and conditions hereinafter set forth.

II.

TERM OF AGREEMENT

A. This Agreement shall commence as of July 1, 1979, and shall continue for an initial term commencing on the date first hereinabove written and continuing to June 30, 1980. This Agreement shall be renewed automatically at the expiration of the initial term, without the necessity of action or notice by Agent or Association, for additional consecutive twelve (12) month terms, continuing indefinitely until terminated by either Agent or Association by notice, in writing, on or before ninety (90) days prior to the renewal date of the next forthcoming term.

If applicable, prior to the first renewal of this Agreement, the parties hereto shall determine the compensation of the Agent for the calendar year 1980.

III.

SERVICES OF AGENT

A. Definitions. As used herein the following sub-headings shall have the following meanings:

(1) TIME. Shall mean the time schedule for the performance of the services designated.

(2) MANAGEMENT FEE. The Agent agrees that during the calendar year of 1979 the Agent will receive a management fee for rendering services incident to this contract which will be \$225.00 per month or \$2,700.00 per year.

(3) COST. Shall mean the estimated amount of money at cost for each service performed, less any Management Fee.

(4) PERSONNEL. Shall mean the minimum number of personnel for services other than supervisory service under the Management Agreement.

(5) SUPERVISION. Shall mean the minimum number of personnel for supervisory service under the Management Agreement.

B. Association hereby authorizes Agent, and Agent hereby agrees, in the name of and on behalf of Association, to render the following services and perform the following duties in regard to the Property:

(1) Collect all monthly assessments and other charges due to the Association from its members. Association hereby authorizes Agent to request, demand, collect, receive and receipt for any and all assessments, charges or rents which may at any time be or become due to Association and to take such action with respect thereto as Association may authorize.

TIME: Monthly or as otherwise directed by Association.

MANAGEMENT FEE: \$ 25.00 .

COST: Required postage and stationery.

PERSONNEL: One part-time clerk

SUPERVISION: One part-time manager.

(2) Furnish to Association an itemized list of all delinquent accounts promptly following the fifteenth (15th) day of each month.

TIME: Monthly as required

MANAGEMENT FEE: None

COST: \$ 25.00.

PERSONNEL: One part-time clerk.

SUPERVISION: One part-time manager.

(3) Prepare and submit to Association, on or before forty-five (45) days prior to the end of each fiscal year of Association, a proposed operating budget setting forth:

(a) an itemized statement of estimated expenses for the next fiscal year of Association;

(b) setting forth proposed assessments required to meet said expenses; and

(c) reserves, allocated or unallocated, as may be required in the opinion of Agent for the proper management of the Property.

TIME: Once per year.

MANAGEMENT FEE: None

COST: None

PERSONNEL: One part-time accountant

SUPERVISION: One part-time manager

(4) Cause the Property to be maintained according to standards to be prescribed from time to time by Association, including landscaping, cleaning, maintenance and such repair work as may be necessary, subject to the provisions of the Condominium documents and specific limitations imposed by Association.

TIME: As specified by the budget of operations for the Condominium or as otherwise directed by the Association.

MANAGEMENT FEE: None

COST: The actual cost incurred for providing the services specified in the budget of operations or otherwise requested by the Association.

PERSONNEL: As specified in the budget of operations or otherwise required to perform the services requested by the Association.

SUPERVISION: One part-time manager.

(5) Not incur any expense for any single item of repair or replacement which exceeds the sum of Three Hundred Dollars (\$300.00) unless:

(a) such expense is contained within the current operating budget approved by Association, or

(b) is specifically authorized by the Board of Directors of Association or its authorized representatives; provided, however, the limitations set forth in this Item 5 shall not be applicable as to any emergency repairs which may involve a danger to life or property in the opinion of Agent, or which may be immediately required, in the opinion of Agent, to avoid the suspension of any necessary service to the Property.

NO TIME, MANAGEMENT FEE, PERSONNEL OR SUPERVISION INVOLVED.

(6) Take such action as may be necessary to promptly comply with any and all orders or requirements affecting the Property by any governmental agency having jurisdiction over the same, unless specifically instructed by Association that it intends to contest such orders or requirements and that Agent shall not comply with the same. Agent shall promptly notify Association of any such orders or requirements upon the receipt of same.

TIME: As required

MANAGEMENT FEE: \$ 25.00.

COST: Actual cost incurred to achieve compliance.

PERSONNEL: As required to achieve compliance if necessary.

SUPERVISION: One part-time manager.

(7) Enter into agreements on behalf of Association for water, electricity, gas, telephone, vermin extermination and such other services as may be necessary or as Association may determine advisable.

TIME: As required based on number and terms of each agreement.

MANAGEMENT FEE: \$ 15.00.

COST: The actual costs incurred under the terms and conditions of such agreements.

PERSONNEL: None

SUPERVISION: One part-time manager.

(8) Purchase on behalf of Association, such materials and supplies as are necessary for the proper maintenance of the Property.

TIME: As required

MANAGEMENT FEE: \$ 15.00.

COST: Actual cost incurred for such purchases which will be made in accordance with the approved budget of operations or as otherwise approved by the Association.

PERSONNEL: One part-time person

SUPERVISION: One part-time manager

(9) Supervise and, where authorized by Association, cause to be placed and kept in force all insurance necessary to protect Association including, but not limited to, Workmen's Compensation Insurance, public liability insurance, fire and extended coverage insurance, and burglary and theft insurance.

TIME: Annually or as otherwise required.

MANAGEMENT FEE: \$ 15.00.

COST: The actual cost of the premiums required by the insurance coverage required by the Association.

PERSONNEL: None

SUPERVISION: One part-time manager

(10) Promptly investigate and report to Association all accidents or claims for damages relating to the ownership, operation and maintenance of the Property, including any damage or destruction thereto, and shall cooperate with and make reports as are required by the insurance company in connection therewith.

TIME: As required

MANAGEMENT FEE: \$ 15.00 _____.

COST: None

PERSONNEL: None

SUPERVISION: One part-time manager

(11) Cause to be paid regularly and punctually from the funds of Association:

(a) All taxes required to be paid by Association;

(b) Building inspection fees, elevator fees, water rates and other governmental charges;

(c) Such sums which become due and payable for expenses or other obligations, incurred by Agent on behalf of Association;

(d) Management fee of Agent as hereinafter provided;

(e) such other amounts or charges as may be authorized by Association.

TIME: As required

MANAGEMENT FEE: \$ 15.00 _____.

COST: Postage as required

PERSONNEL: One part-time clerk and one part-time accountant.

SUPERVISION: One part-time manager.

(12) Prepare for execution and filing by Association in conjunction with such accounting personnel as may be employed by Association, all forms, reports and returns required by law in connection with unemployment insurance, Workmen's Compensation insurance, disability benefits, social security,

withholding taxes and other similar taxes now in effect or hereafter imposed and such other requirements as may relate to the operation of the Property and the employment of personnel. Notwithstanding the provisions of this Section 12, it is specifically understood and agreed that Agent shall not be liable for the preparation of income tax returns for Association either state or federal.

TIME: As required

MANAGEMENT FEE: \$ 15.00 .

COST: Actual cost of employment of such accounting personnel as may be employed by or on behalf of Association.

PERSONNEL: One part-time accountant

SUPERVISION: One part-time manager

(13) Maintain a system of office records, books and accounts in accordance with acceptable accounting principles and practices, which records shall be subject to examination in accordance with Section 718.111(7), Florida Statutes, or as otherwise set forth in the Condominium Act. Agent shall submit to the Association, not later than 45 days after the end of each fiscal year of Association, a statement of operations with respect to the prior fiscal year of Association.

TIME: As required

MANAGEMENT FEE: \$ 15.00 .

COST: None

PERSONNEL: One part-time accountant and one part-time clerk.

(14) Investigate, hire, pay, supervise and discharge the personnel necessary to be employed in order to properly maintain and operate the Property. Such personnel shall, in every instance, be independent contractors or in the employ of Association or of Agent. Compensation for the services of such employees shall be considered an operating expense of Association.

TIME: As required

MANAGEMENT FEE: \$ 15.00 .

COST: Actual cost incurred for the employment of such contractors and employees which costs will be in accordance with the approved budget of operations or as otherwise directed by the Association.

PERSONNEL: As specified in the budget of operations or as otherwise directed by the Association.

SUPERVISION: One part-time manager

(15) Agent shall endeavor to secure full compliance by the members or other occupants with the Declaration of Condominium, Articles of Incorporation and Bylaws of Association, and such rules or regulations as may be established by Association from time to time.

TIME: As required

MANAGEMENT FEE: \$ 15.00 .

COST: Actual cost of legal fees and court costs as may be incurred to secure compliance.

PERSONNEL: One part-time attorney

SUPERVISION: One part-time manager

(16) Agent shall confer freely with the Directors of Association when so requested by them in connection with the management of the Property.

TIME: As required

MANAGEMENT FEE: \$ 15.00 .

COST: None

PERSONNEL: None

SUPERVISION: One part-time manager

(17) All acts performed by Agent pursuant to the provisions of this Agreement shall be performed as Agent on behalf of Association and all obligations or expenses incurred shall be for the account and on behalf and at the expense of Association. Agent shall not be obligated to make any advance to or for the account of Association or to pay any sum except out of funds of Association held or provided as aforesaid, nor shall Agent be obligated to incur any liability or obligations on behalf of Association unless the necessary funds for the discharge of the same are provided.

TIME, MANAGEMENT FEE, COST, PERSONNEL & SUPERVISION NOT APPLICABLE

IV.

DUTIES AND RESPONSIBILITIES OF ASSOCIATION

A. In addition to the other covenants set forth herein, Association agrees as follows:

1. Association shall review the proposed budget submitted by Agent, and shall adopt an annual operating budget, with copy furnished to Agent. Association shall provide assessments during each year sufficient to fund said budget as adopted, and shall promptly notify Agent of any change or amendment in either said budget or said assessment.
2. Association shall indemnify and hold Agent harmless of and from all expenses, court costs, attorney's fees, penalties or damages of any kind whatsoever incurred in connection with the management of the Property; in connection with liability arising out of injuries sustained by any person in or about the Property; in connection with any violation of any federal, state or municipal law, regulation or ordinance; or any claim for taxes or other charges which may be made against Agent by reason of the management of the Property. Provided however, the Agent shall not have a right of indemnification from the Association for any liability which may be caused by illegal acts of the Agent or its employees.
3. Association shall carry, at its expense, all necessary liability and compensation insurance adequate to protect the interests of Association and Agent, which policies shall be so written as to protect Agent in the same manner and to the same extent as Association.

4. Association shall not interfere with Agent in the performance of its duties hereunder, and shall use all reasonable means to prevent such interference by its members.

V.

COMPENSATION OF AGENT

A. During the calendar year of 1979 commencing on July 1, 1979, and ending on June 30, 1980, the Agent shall receive a fee for managing this Condominium pursuant to this Contract which is equal to \$225.00 per month or \$2,700.00 per year.

VI.

DEFAULT

A. In the event Agent fails to substantially perform its duties and obligations hereunder for a continuous period of thirty (30) days after written notice from Association, specifically setting forth such default, then at option of Association, this Agreement may be terminated by Association.

B. If Association shall default in the performance of this Agreement, or shall breach the same without cause, and shall fail to remedy such breach or default within a period of thirty (30) days after notice in writing specifically setting forth such default, then and in that event, Agent may, in addition to any other remedies provided by law, terminate this Agreement by notice, in writing, and recover all damages incurred on account of such default. Agent and Association acknowledge that, on account of nature of services rendered hereunder, the amount of such damages would be difficult or impossible to accurately ascertain. In consideration thereof, Agent and Association agree that, in event of default of Association as aforesaid, without cause, Agent shall be entitled to recover from Association an amount equal to one-half ($\frac{1}{2}$) of the Agent's fee which would have been received by Agent during the remaining term of the Agreement, and Agent and Association agree that such sum is reasonable as liquidated damages.

VII.

NOTICES

A. Any notices required or allowed under the terms of this Agreement shall be mailed to the Agent or Association as follows:

1. Association:

The President of Association
at his address of record at
the Condominium.

2. Agent:

Howard W. Nix, Sr.
1330 Snell Isle Boulevard N.E.
St. Petersburg, Florida

B. Or such other addresses as may be designated in writing.

VIII.

MISCELLANEOUS

1. Agent agrees, upon the termination of this Agreement, and payment to Agent of all sums to which Agent is entitled, to promptly turn over to Association an accurate Final Account, and to deliver to Association all funds and records of Association remaining in Agent's possession.
2. It is acknowledged that in certain instances, it may be beneficial to Association for Agent to sub-contract services to third parties in which Agent has a financial interest. Agent agrees that any such sub-contracts shall be competitive with others available, and shall be entered into for the best interests of Association. All such sub-contracts shall be disclosed to Association, but shall not constitute a breach of this Agreement.
3. Agent agrees not to commingle funds of Association with funds of Agent, and agrees to maintain said funds in a Management Account, separate from Agent's own accounts. Nevertheless, Agent shall be entitled to hold funds of Association in the same account with funds held by Agent on behalf of other persons or firms for which Agent is acting in a similar capacity.
4. By the execution hereof, Association represents to Agent that it has authority to enter in this Agreement, and that any conditions, such as, but not limited to, approval by the Board of Directors, have been met.

5. This Agreement shall be construed in accordance with the laws of the State of Florida.

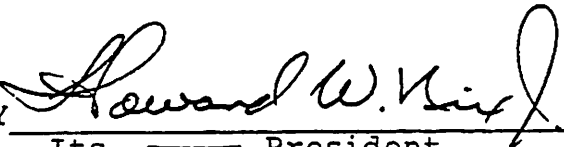
6. The captions and title in this Agreement are for convenience only, and in no way limit or describe the scope or intent of this Agreement.

IN WITNESS WHEREOF, the Agent and Association have caused these presents to be executed by their duly authorized representatives as of the day and year first above written.


HOWARD W. NIX, SR.

DOVER-FOXCROFT CONDOMINIUM ASSOCIATION,
INC.

(CORPORATE SEAL)

BY 
Its _____ President

DOVER – FOXCROFT CONDOMINIUMS RULES AND REGULATIONS

REVISED AND APPROVED BY THE BOARD OF DIRECTORS ON 8-13-07

Each owner, lessee, invitee, relative, guest, or otherwise, hereinafter referred to as Occupant /Tenant/Resident of the Condominium parcel, shall, in addition to the obligations and duties set forth in the Declaration of Condominium, the By-Laws or any amendments thereto be governed by the following:

1. In the event any unit owner wishes to sell, transfer, rent or lease his/her unit, the Association shall have the right of prior approval. New occupants shall be presented with a copy of these rules/regulations to understand the rules and regulations of Dover-Foxcroft Condominiums.
2. Occupant may not permit the use of his/her unit for any purpose other than as a single-family residence.
3. Promptly pay maintenance fees and special assessments as levied by the Association.
4. Maintain in a clean and sanitary manner and repair, his unit and all interior surfaces within or surrounding the apartment unit (such as the surfaces of the walls, ceilings floors), whether or not a part of the apartment or common elements and maintain and repair the fixtures therein and pay for any utilities which are separately metered to the unit.
5. Common areas of the buildings, such as the hallways, landscaped and grassed areas, laundry rooms, and exterior closets shall be used only for the purpose intended as designated by the Board of Directors. Use of barbecue grills and/or other cooking devices in the common areas is prohibited. Plants and folding chairs MAY BE KEPT OUTDOORS, PROVIDED THEY do not obstruct walkways and entrances.
6. No occupant may make or permit anything to be done or performed on, in or about the premises, which would result in an increase in insurance premiums.
7. No occupant may make or permit any disturbing noises in the building or on condominium property, whether made by himself, family, friends or guests, nor do or permit anything to be done by such persons that would interfere with the rights, comforts, or other conveniences of other occupants. No occupant may play or suffered to be played any musical instrument, radio, stereo, television, operate noisy tools or other equipment in the unit or about the condominium property, between the hours of 11:00 P.M. and the following 6:00 A.m., if the same shall in any manner disturb or annoy the other occupants of the condominium building.
8. 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 the exterior of any apartment: nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any apartment: nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any apartment.

9. All vehicles shall be parked in ~~the parking space specifically assigned to him/her,~~ one of the spaces provided by the Dover-Foxcroft Association which parking space shall be considered a limited common element. Vehicles must be licensed and in working order (street legal). Vehicles must be driven at least once within every 30 day period. Violating vehicles will be towed at the unit owner's expense. All commercial vehicles of any kind or description: campers, boats and boat trailers, and trailers are specifically prohibited from any portion of the Condominium property.

10. Each occupant shall maintain the unit in a clean and sanitary manner. The porches and terraces shall be used only for the purposes intended, and shall not be used for hanging garments or other objects, or for cleaning rugs or other household items.

11. Rubbish, refuse, trash shall not be allowed to accumulate in places in other than the receptacle provided therefor, so that each unit, the common elements and limited common elements shall at all times remain in a clean and sanitary manner.

.....
In Addition, the following guidelines have been adopted by the Association to help maintain the premises in good order:

Laundry rooms are for the use of occupants. It is the responsibility of all unit occupants to see that the laundry rooms and machines are kept clean. Conservation of water is important when doing laundry. Laundry should be removed from machines as quickly as possible after machines have finished running; and, should also be removed from clotheslines when dry.

Nothing should be hung on fences or railings.

If hoses are used, they should be rolled up and hung back on hose hangars when finished.

No car repairs or changing of oil is allowed in parking lots.

Visitors should be informed that parking spaces are for occupants only. They can park on the south side of 35th Avenue.

As a reminder to all Owners and as stated in your Condo Documents
NO PETS ARE PERMITTED.

Your cooperation in all of these matters will be appreciated.

Thank You,

THE BOARD OF DIRECTORS OF DOVER-FOXCROFT CONDOMINIUM
ASSOCIATION.

DOVER-FOXCROFT

THIS APPLICATION CAN BE USED FOR BUYING, SELLING OR RENTING
(Interview and Approval by a Board Member Required)

Date: _____

Unit #: _____ PROPOSED DATE OF OCCUPANCY: _____

APPLICATION IS HEREBY MADE FOR RESIDENCY/TENANCY AT THE ABOVE NAMED CONDOMINIUM UNIT. I/WE AGREE THAT THE FOLLOWING INFORMATION IS CORRECT/TRUE, AND CONSENT TO INQUIRY OF ANY OF THE REFERENCES GIVEN:

NAME: _____

SPOUSE: _____

PRESENT ADDRESS: _____ TELEPHONE: _____

PRESENT OCCUPATION: _____ TELEPHONE: _____

REFERENCES

1. _____ TELEPHONE: _____

2. _____ TELEPHONE: _____

3. _____ TELEPHONE: _____

IN CASE OF EMERGENCY:

1. _____ TELEPHONE: _____

I certify that I have received a copy of the Rules/Regulations and Condo Documents for Dover-Foxcroft Condominium. Should this application be accepted, the undersigned hereby agrees to abide by said Rules/Regulations and Condo Documents, together with any amendments thereto.

Date _____ Signature _____

Interviewed by: _____

Approved by: _____ Date: _____