

# **THE COVE ON THE GULF CONDOMINIUM ASSOCIATION, INC.**

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# TAB 7

Prepared By and Return To:  
Anne M. Hathorn, Esq.  
Anne Hathorn Legal Services, LLC  
150 2<sup>nd</sup> Ave. N., Suite 1270  
St. Petersburg, FL 33701

KEN BURKE, CLERK OF COURT  
AND COMPTROLLER PINELLAS COUNTY, FL  
INST# 2018273171 08/24/2018 02:44 PM  
OFF REC BK: 20181 PG: 1496-1502  
DocType: CONDO RECORDING: \$61.00

**CERTIFICATE OF AMENDMENT TO THE TO THE DECLARATION OF CONDOMINIUM  
FOR THE COVE ON THE GULF, A CONDOMINIUM**

WE HEREBY CERTIFY THAT the attached true and correct copy of the Amendments to the Declaration of Condominium for the Cove on the Gulf, a Condominium, as originally recorded in Official Records Book 6235, Page 1640, et seq., of the Public Records of Pinellas County, Florida, were duly adopted in the manner provided in the Governing Documents, by owner vote at a meeting held on July 27, 2018.

IN WITNESS WHEREOF, we have affixed our hands this 18 day of August, 2018, in Pinellas County, Florida.

WITNESSES:

[Signature]  
Printed Name: Ann Conzinger 8/18/18

[Signature]  
Printed Name: John Conzinger 8-18-18

THE COVE ON THE GULF CONDOMINIUM  
ASSOCIATION, INC.

By: [Signature]  
Signature

Rick Campins  
Printed Name

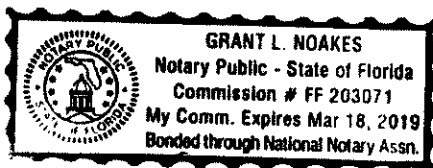
STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of AUGUST, 2018, by RICK CAMPINS, as PRESIDENT on behalf of The Cove on the Gulf Condominium Association, Inc., a Florida not-for-profit corporation. He/She is personally known to me ✓ or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid, this 18<sup>th</sup> day of AUGUST, 2018.

(Seal)

[Signature]  
Notary Public, State of Florida at Large  
Printed Name: GRANT L. NOAKES



**ADOPTED AMENDMENTS TO THE DECLARATION OF CONDOMINIUM  
FOR  
THE COVE ON THE GULF, A CONDOMINIUM**

1. Adopted amendment to remove Paragraph 17.A of the Declaration of Condominium for the Cove on the Gulf, a Condominium.

**17. SALE OR LEASE OR OTHER TRANSFER BY A UNIT OWNER — FIRST  
OPTION TO ASSOCIATION**

**A. — Transfer Subject to Approval**

~~(1) — Sale. No apartment owner may dispose of an apartment or any interest therein by sale without approval of the Association except to an apartment owner.~~

~~(2) — Lease. No apartment owner may dispose of any apartment or any interest thereby by lease without approval of the Association except to an apartment owner.~~

~~(3) — Gift, Devise or Inheritance. If any apartment owner shall acquire his title by gift, devise or inheritance the continuance of his ownership of his apartment shall be subject to the approval of the Association.~~

2. Adopted amendment to Paragraph 17.B(1)(a) and 17.B(1)(d) of the Declaration, to renumber as 17.A(1)(a) and 17.A(1)(b), to read as follows:

**17. SALE OR LEASE OR OTHER TRANSFER BY A UNIT OWNER — FIRST  
OPTION TO ASSOCIATION**

A. Approval of Association. The approval of the Association which is required for the sale, lease or transfer of ownership of apartments shall be obtained in the following manner:

**(1) Notice to Association.**

(a) Sale. An apartment owner intending to make a bona fide sale of, lease, gift, devise or inheritance, or by any other manner not theretofore considered, his apartment or any interest therein shall give to the Association Secretary notice of such intention via a REQUEST FOR APPROVAL OF SALE, LEASE OR TRANSFER application, ~~together with the name and address of the intended purchaser and provide~~ such other information concerning the intended purchaser as the Association may reasonably require, to include, but not be limited to, purchase agreement, proposed lease or certified copy of the instrument evidencing the owner transfer. ~~Such notice at the apartment owner's option may include a demand by the apartment owner that the Association furnish a purchaser, if the proposed purchaser is not approved, and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.~~

~~(b) Lease. An apartment owner intending to make a bona fide lease of his apartment shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning said lease as the Association may reasonably require, and an executed copy of the proposed lease.~~

~~(c) Gift, Devise, Inheritance, Other Transfers. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not theretofore considered shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably requires, and a certified copy of the instrument evidencing the owner's title.~~

~~(d) (b) Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership.~~

3. Adopted amendment to Paragraph 17.B of the Declaration, to add a new Paragraph between 17.B(1) and (2), renumber as 17.A(2), to read as follows:

17. SALE OR LEASE OR OTHER TRANSFER BY A UNIT OWNER — FIRST  
OPTION TO ASSOCIATION

B. A. Approval of Association. The approval of the Association which is required for the sale, lease or transfer of ownership of apartments shall be obtained in the following manner:

(2) Association Application Review. The Association's Board of Directors will approve or disapprove the REQUEST FOR APPROVAL OF SALE, LEASE OR TRANSFER application within thirty (30) days after receipt of such notice and information, applying the following criteria:

(a) The selling owner is not delinquent in payment of assessments to the Association.

(b) The prospective recipient is not already in violation of the Association's governing documents.

(c) The prospective recipient has not made a material misrepresentation on their application, resulting in the inability of the Association to conduct a meaningful review.

(d) The prospective recipient does not have a relevant felony conviction that could impact their ability to live in a multi-family community.

(e) Other provisions as allowed per federal, state, county or local law.

4. Adopted amendment to Paragraph 17.B(2) of the Declaration, to renumber as 17.A(3), to read as follows:

17. SALE OR LEASE OR OTHER TRANSFER BY A UNIT OWNER —~~FIRST~~  
OPTION TO ASSOCIATION

B. A. Approval by of Association. The approval of the Association ~~which is~~ required for the sale, lease or transfer of ownership of apartments shall be obtained in the following manner.

~~(2)~~ (3) Certificate of Approval. The Association will provide the approved applicant(s) a signed copy of the REQUEST FOR APPROVAL OF SALE, LEASE OR TRANSFER application, within thirty (30) days after receipt of such notice and information, executed by the President and Secretary in recordable form and shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the recipient.

~~(a) Sale or Lease.~~ If the proposed transaction is a sale or lease, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form and shall be delivered to the purchaser or lessee and shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the purchaser or lessee.

~~(b) Gift, Devise or Inheritance. Other Transfers.~~ If an apartment owner giving notice, has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (20) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form and shall be delivered to the apartment owner and shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the apartment owner. Provided, however, that the provisions hereof shall not apply to a surviving spouse and such surviving spouse shall not be required to seek approval as provided herein.

5. Adopted amendment to Paragraph 17.C of the Declaration, to renumber as 17.B, to read as follows:

17. SALE OR LEASE OR OTHER TRANSFER BY A UNIT OWNER —~~FIRST~~  
OPTION TO ASSOCIATION.

C. B. Disapproval by Association. If the Association shall disapprove a transfer of ownership of an apartment, the matter shall be disposed of in the following manner: The Association will provide disapproved applicants a signed copy of the REQUEST FOR APPROVAL OF SALE, LEASE OR TRANSFER application, within thirty (30) days after receipt of such notice and information executed by the President and Secretary, with the reason for disapproval.

~~(1) — Sale.~~ If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within thirty (30) days after receipt of such

~~notice and information the Association shall deliver or mail by certified mail to the apartment owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:~~

~~(a) — At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment and a judgment of specific performance may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.~~

~~(b) — The purchase price shall be paid in cash.~~

~~(c) — The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase, or within ten (10) days after the determination of the sales price if such is by arbitration, whichever is the later.~~

~~(d) — If the Association shall fail to provide a purchaser upon the demand of the apartment owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a Certificate of Approval as elsewhere provided which shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the purchaser.~~

~~(2) — Lease. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.~~

~~(3) — Gifts, Devise or Inheritance. Other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner then within thirty (30) days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the apartment owner an agreement to purchase and to whom the apartment owner must sell the apartment upon the terms and conditions as set forth in subsection 18.C.~~

6. Adopted amendment to Paragraph 17.D of the Declaration, to renumber as 17.C, to read as follows:

17. SALE OR LEASE OR OTHER TRANSFER BY A UNIT OWNER — FIRST OPTION TO ASSOCIATION

D. C. Exceptions. The foregoing provisions of this section entitled "Sale or Lease or other Transfer By a Unit Owner – First Option to Association" shall not apply to a transfer or to a purchase by a bank, life insurance company or federal savings and loan association which acquires its title as a result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by

a bank, life insurance company or federal savings and loan association which so acquires its title. Neither shall any of the provisions of this section apply to the ~~sale or lease~~ transfer of any apartment unit to a surviving spouse by the developer.

7. Adopted amendment to Paragraph 17.E and 17.F of the Declaration, to renumber as 17.D and 17.E, respectively.

8. Adopted amendment to Paragraph 18.D of the Declaration, to read as follows:

#### 18. LIABILITIES AND REMEDIES

...

D. Upon the transfer of title to any unit, by whatever means, all liens thereon, except those which may be assumed with the lienholder's consent, shall be paid out of the sale price or by the transferee. ~~This provision shall not apply to a mortgagee who takes title by foreclosure or by deed in lieu of foreclosure, who shall be liable only for assessment accruing after its ownership commences. Unless otherwise provided in the Condominium Act, a first mortgagee, or its successor or assignee who acquires title to a unit by foreclosure or a deed in lieu of foreclosure, is liable for the unpaid assessments that became due before the first mortgagee's acquisition of title in the lesser amount of: (i) the unit's unpaid common expenses and unpaid regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title, or (ii) 1% of the original mortgage debt. The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee strictly complies with all conditions required by Florida Statutes, Section 718.116, as same is amended or renumbered from time to time.~~

9. Adopted amendment to Paragraph 18.E of the Declaration, to read as follows:

#### 18. LIABILITIES AND REMEDIES

...

E. The transferee of title to a unit shall be jointly and severally liable with the transferor thereof for any and all amounts owing by the transferor to the Association up to the time of the transfer of title, without prejudice to the transferee's right to recover from his transferor any amount thereof paid by the transferee. The Association shall provide for the issuance to every transferee, upon his request a statement of the amounts due, and the transferee's liability hereunder shall thereupon be limited to the amount stated, ~~except that the purchaser of a unit at a mortgage foreclosure sale, and his successors and assigns, shall not be liable therefor if the mortgagee has given the Association the required notice of default and intent to foreclose.~~

10. Adopted amendment to Paragraph 24 of the Declaration, to add a new Paragraph 24.D, to read as follows:

#### 24. USE RESTRICTIONS

...

D. No Nuisance. Nothing shall be done or kept on the Condominium Property, or any part thereof, which would increase the rate of insurance on the Condominium Property or any unit or part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which



would increase the Common Expenses. Nothing shall be done or kept on the Condominium Property, or any part thereof, nor shall any unit owner or resident conduct activities on the Condominium Property in a manner that interferes with or causes disruption to the use and quiet enjoyment of any unit, or the Common Elements, by its respective unit owner or resident. No unit owner or resident of a unit may use or allow the use of the unit or any portion of the Condominium Property at any time, in any way or for any purpose which may endanger the health, unreasonably annoy or disturb or cause embarrassment, or discomfort to other unit owners or residents, or in such a way as to constitute, in the sole opinion of the Board of Directors, a nuisance.

**PLEASE NOTE: NEW LANGUAGE INDICATED BY UNDERLINING; DELETED TEXT INDICATED BY STRIKETHROUGHS; UNAFFECTED TEXT INDICATED BY "..."**

# TAB 6

Prepared By and Return To:  
Anne M. Hathorn, Esq.  
Anne Hathorn Legal Services, LLC  
150 2<sup>nd</sup> Ave. N., Suite 1270  
St. Petersburg, FL 33701

KEN BURKE, CLERK OF COURT  
AND COMPTROLLER PINELLAS COUNTY, FL  
INST# 2017300104 10/02/2017 03:56 PM  
OFF REC BK: 19790 PG: 2377-2389  
DocType:CTF RECORDING: \$112.00

**CERTIFICATE OF RECORDING  
SOVEREIGNTY SUBMERGED LAND LEASE  
FOR THE COVE ON THE GULF, A CONDOMINIUM**

WE HEREBY CERTIFY THAT the attached is a true and correct copy of the Sovereignty Submerged Land Lease for The Cove on the Gulf, a Condominium, which is described in the Declaration of Condominium, recorded in Official Records Book 6235, at Page 1640, and in Condominium Plat Book 91, Pages 90 through 91, inclusive, of the Official Records of Pinellas County, Florida.

IN WITNESS WHEREOF, we have affixed our hands this 20<sup>th</sup> day of September, 2017, in Pinellas County, Florida.

**WITNESSES:**

*Kristy Deullo*  
Printed Name: Kristy Deullo  
*Peter Loney*  
Printed Name: Peter Loney

THE COVE ON THE GULF CONDOMINIUM  
ASSOCIATION, INC.

By: *Rhonda Hendee*  
Signature  
Rhonda Hendee, Pres.  
Printed Name and Title

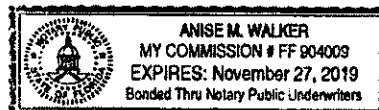
STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of September, 2017, by Rhonda Hendee, as president on behalf of The Cove on the Gulf Condominium Association, Inc., a Florida not-for-profit corporation. He/She is personally known to me ☒ or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid, this 20<sup>th</sup> day of September, 2017.

*Anise M. Walker*  
Notary Public  
Printed Name: Anise M. Walker

My Commission Expires: 11/27/2019



This Instrument Prepared By:

M. Sue Jones

Action No. 34431

Bureau of Public Land Administration

3900 Commonwealth Boulevard

Mail Station No. 125

Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
OF THE STATE OF FLORIDA

---

SOVEREIGNTY SUBMERGED LANDS LEASE  
MODIFICATION TO REFLECT CURRENT STRUCTURES AND UPDATED SURVEY AND  
REDUCE THE NUMBER OF WET SLIPS

BOT FILE NO. 520005933

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to The Cove on the Gulf Condominium Association, Inc., a Florida nonprofit corporation, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 20, Township 32 South, Range 16 East, in Pine Key Cutoff, Pinellas County, Florida, containing 11,047 square feet, more or less, as is more particularly described and shown on Attachment A, dated June 23, 2017.

TO HAVE THE USE OF the hereinabove described premises from June 26, 2017, the effective date of this modified lease, through March 20, 2027, the expiration date of this modified lease. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 12-slip private residential multi-family docking facility with boat lifts to be used exclusively for mooring of recreational vessels in conjunction with an upland residential condominium, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 27, as shown and conditioned in Attachment A. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$00.00, which includes the discounts authorized pursuant to Section 253.0347(2)(f), Florida Statutes, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit(s) referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the use of the common elements described in that certain Declaration of Condominium recorded in Official Records Book 6235, Page 1640, Public Records of Pinellas County, Florida, as amended from time to time, without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall be responsible for the operation and management of the common elements described in that certain Declaration of Condominium recorded in Official Records Book 6235, Page 1640, Public Records of Pinellas County, Florida, as amended from time to time, together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

The Cove on the Gulf Condominium Association, Inc.  
c/o Elite Association Management Inc.  
P. O. Box 41094  
St. Petersburg, Florida 33743-1094

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

14. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

15. MAINTENANCE OF FACILITY /RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

18. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the common elements described in that certain Declaration of Condominium recorded in Official Records Book 6235, Page 1640, Public Records of Pinellas County, Florida, as amended from time to time, which shall run with the title to said common elements and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the common elements described in that certain Declaration of Condominium recorded in Official Records Book 6235, Page 1640, Public Records of Pinellas County, Florida, as amended from time to time. This lien on the common elements shall be enforceable in summary proceedings as provided by law.

22. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

23. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

24. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

25. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

26. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

27. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

28. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

29. FINANCIAL CAPABILITY: To assure the Lessor that the Lessee has the financial capability to undertake and operate the project authorized by this lease, the Lessee certifies to the Lessor as follows: (i) the Lessee is not the subject of a pending bankruptcy proceeding that would prohibit the Lessee from paying its lease fees, on or before the due date, with or without, as applicable, approval from the bankruptcy court or, if appointed, the bankruptcy trustee; (ii) the Lessee has no unsatisfied judgments entered against it that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease; (iii) the Lessee has no delinquent state and local taxes for which it is responsible and that remain outstanding and not in dispute; and (iv) to the best of the Lessee's knowledge, there are no other matters pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease. Any breach of this lease condition shall constitute a default under this lease.

30. SPECIAL LEASE CONDITIONS:

A. Use of the wet slips shall be restricted to persons who have a real property interest in a dwelling unit in THE COVE ON THE GULF, A CONDOMINIUM.

B. Any vessel moored at the docking facility, on either a temporary or permanent basis, shall be wholly located within its designated wet slip as depicted on Attachment A and no portion of a vessel may extend beyond the leased premises. Vessel length shall be measured as overall length including all parts and accessories such as outboard motors, bow pulpits, and swim platforms.



IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

Tiana Brown  
Original Signature

Tiana Brown  
Print/Type Name of Witness

Kathy C Griffin  
Original Signature

Kathy C Griffin  
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE  
OF FLORIDA

(SEAL)

BY: Cheryl C McCall  
Cheryl C. McCall, Chief, Bureau of Public Land Administration,  
Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the  
Board of Trustees of the Internal Improvement Trust Fund of the  
State of Florida

STATE OF FLORIDA  
COUNTY OF LEON

"LESSOR"

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of August, 2017, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

7/25 7/25/2017  
DEP Attorney Date

Kathy C Griffin  
Notary Public, State of Florida

Printed, Typed or Stamped Name KATHY C GRIFFIN  
My Commission Expires Nov 27, 2019  
Commission/Serial No. FF 917725  


WITNESSES:

Sandra E. Godwin

Original Signature

Sandra E. Godwin

Typed/Printed Name of Witness

Kristy Delillo

Original Signature

KRISTY Delillo

Typed/Printed Name of Witness

The Cove on the Gulf Condominium Association, Inc.,  
a Florida nonprofit corporation (SEAL)

BY: Rhonda Hendee

Original Signature of Executing Authority

Rhonda Hendee

Typed/Printed Name of Executing Authority

President

Title of Executing Authority

"LESSEE"

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 14<sup>TH</sup> day of AUGUST, 2017, by Rhonda Hendee as President of The Cove on the Gulf Condominium Association, Inc., a Florida nonprofit corporation, for and on behalf of the corporation. She is personally known to me or ~~who has produced~~ \_\_\_\_\_, as identification.

My Commission Expires:

12/7/19

Commission/Serial No. FF 928461

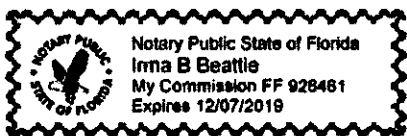
Irma B Beattie

Signature of Notary Public

Notary Public, State of FLORIDA

IRMA B BEATTIE

Printed, Typed or Stamped Name



# SUBMERGED LAND LEASE SURVEY

(THIS IS A FIELD SURVEY)

SEC. 20, TWP. 32S., RNG. 16E.  
PINELLAS COUNTY, FLORIDA



## CERTIFIED TO:

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT FUND OF THE STATE OF  
FLORIDA

THE COVE ON THE GULF CONDOMINIUM  
ASSOCIATION, INC.

PROJECT ADDRESS: 1060 PINELLAS BAYWAY SOUTH,  
TIERRA VERDE, FLORIDA

EXISTING LEASE NUMBER: 520005933

THIS IS A MODIFICATION OF THE EXISTING LEASE.

## NOTES:

1. THIS SPECIFIC PURPOSE FIELD SURVEY PREPARED FOR  
THE COVE ON THE GULF CONDOMINIUM ASSOCIATION, INC.

2. NO SEWAGE PUMP-OUT FACILITIES

3. NO FUELING FACILITIES

SHORELINE VEGETATION: NONE

POINT OF BEGINNING LATITUDE/LONGITUDE: 27°40'38.0 N, 82°43'37.5" W (NAD83/WGS84) OBTAINED FROM  
"GOOGLE EARTH"

UPLAND STRUCTURES: CONDOMINIUM UNITS

SHORELINE LENGTH: APPROXIMATELY 198.63 FEET

SHORELINE CONDITION:

NORTHERLY OF PROJECT = 1000' SEAWALL

SOUTHERLY & WESTERLY OF PROJECT = 400' SEAWALL, 600' NATURAL

MEAN HIGH WATER PROCEDURE APPROVAL DATED 23-MAY-17:

MEAN HIGH WATER ELEVATION = 0.34 FEET NAVD 88 (APPROX.), POINT IDENTIFICATION NUMBER 200837,  
MEAN LOW WATER ELEVATION = (-1.14 FEET) NAVD 88

ELEVATIONS ARE BASED ON NATIONAL GEODETIC SURVEY BENCHMARK "N 20", (PID #AG5269) HAVING A  
PUBLISHED ELEVATION OF 5.41 FEET, NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88).

SEE SHEET 2 OF 5 FOR EXISTING SHORELINE CONDITIONS.

SEE SHEET 3 OF 5 FOR PARCEL DESCRIPTION.

SEE SHEET 4 OF 5 & 5 OF 5 FOR BOUNDARY DETAILS AND LEGENDS.

THIS SURVEY IS NOT FULL AND COMPLETE WITHOUT THE  
ATTACHED MAP OF SURVEY AND ALL ACCOMPANYING SHEETS.

**DEUEL & ASSOCIATES**  
CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

565 SOUTH HERCULES AVENUE  
CL FARMWATER, FL 33764  
PHONE 727.822.4151  
WWW.DEUEL-ENGINEERING.COM  
CERTIFICATE OF AUTHORIZATION NUMBER P6920  
LICENSED BUSINESS NUMBER 107

*Albert P. Carrier* 4/23/17  
ALBERT P. CARRIER, PSM, 6488, LB 107

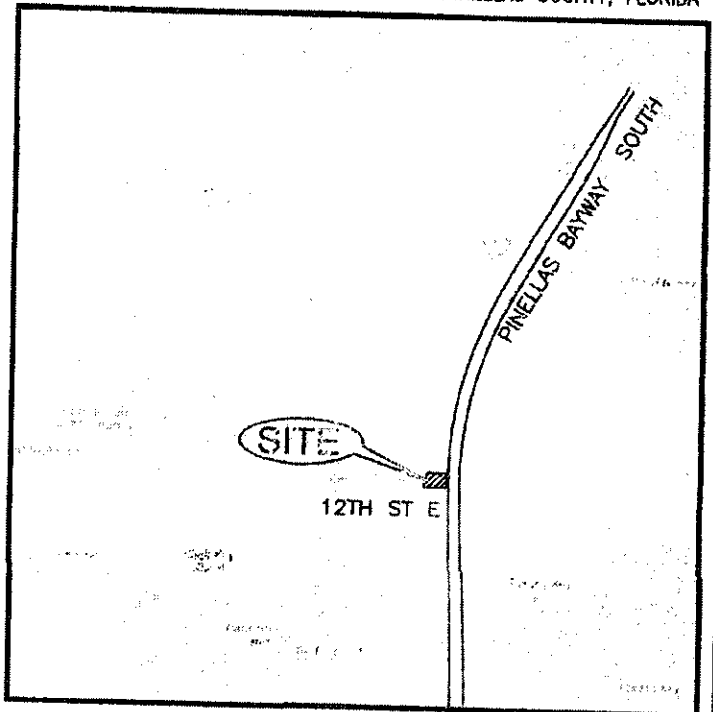
I, ALBERT CARRIER, THE SURVEYOR IN RESPONSIBLE CHARGE, CERTIFY THAT  
THE SURVEY REPRESENTED HEREON, WAS MADE UNDER MY SUPERVISION  
AND MEETS STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD  
OF LAND SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 OF  
THE FLORIDA STATUTES AS PRESCRIBED IN CHAPTER 5J-17.50 DEPARTMENT  
OF AGRICULTURE AND CONSUMER SERVICES. THIS DOCUMENT IS NOT VALID  
WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER.

**SUBMERGED LAND LEASE  
1060 PINELLAS BAYWAY SOUTH  
FIELD SURVEY**

PINELLAS COUNTY

FLORIDA

|             |           |
|-------------|-----------|
| WORK ORDER  | 2017-86   |
| FIELD DATE: | 5/24/2017 |
| DRAWN:      | GMK/LKC   |
| SCALE:      | NONE      |
| SHEET NO.   | 1 OF 5    |



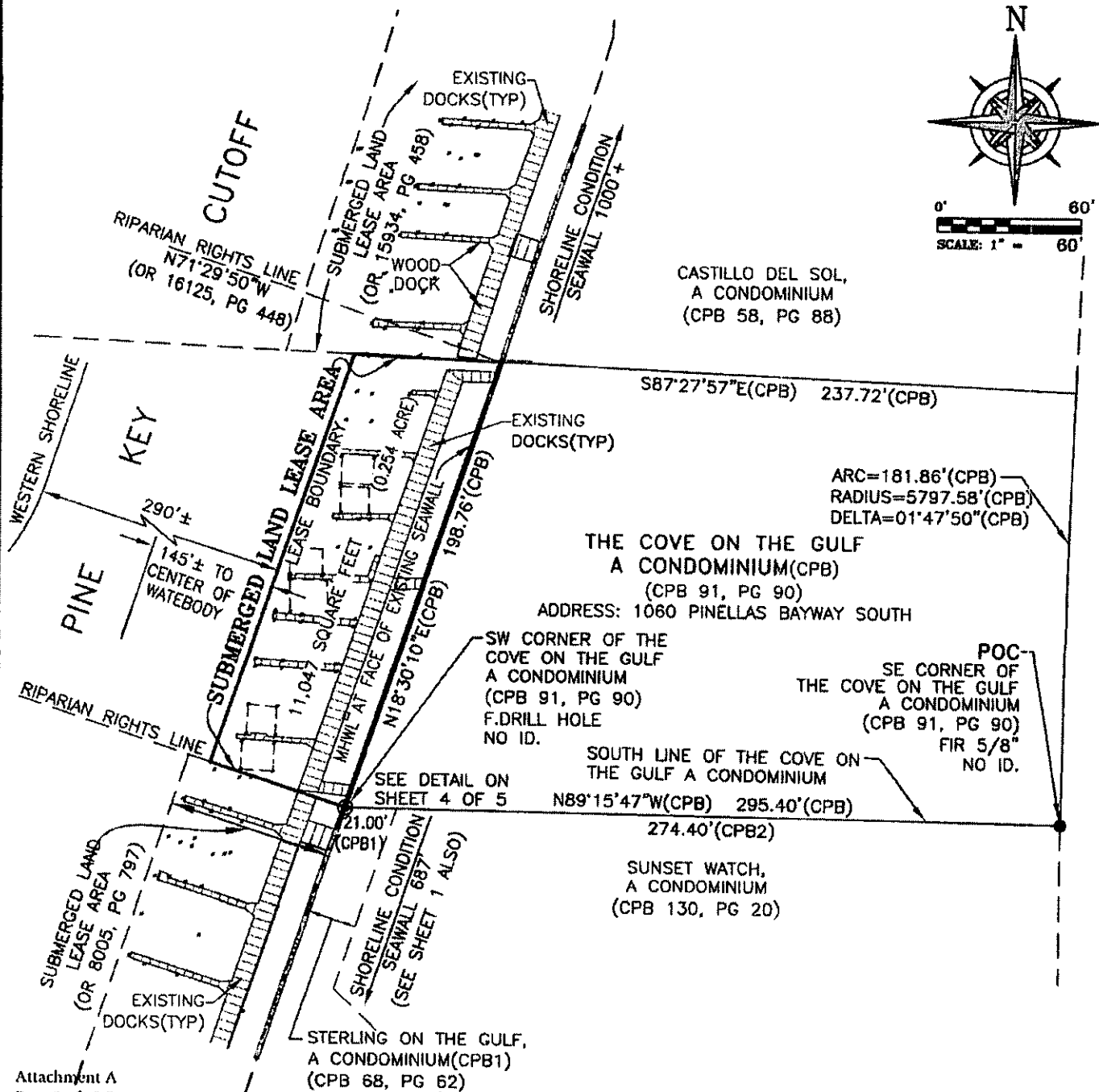
VICINITY MAP  
NO SCALE

# SUBMERGED LAND LEASE SURVEY

(THIS IS A FIELD SURVEY)

SEC. 20, TWP. 32S., RNG. 16E.

PINELLAS COUNTY, FLORIDA



Attachment A  
Page 9 of 12 Pages  
SSL NO. 520005933

## SHORELINE CONDITIONS

SEE SHEET 2 OF 5 FOR EXISTING SHORELINE CONDITIONS.  
SEE SHEET 3 OF 5 FOR PARCEL DESCRIPTION.  
SEE SHEET 4 OF 5 AND 5 OF 5 FOR BOUNDARY DETAILS AND LEGENDS.

THIS SURVEY IS NOT FULL AND COMPLETE WITHOUT THE ATTACHED MAP OF SURVEY AND ALL ACCOMPANYING SHEETS.

**DEUEL & ASSOCIATES**  
CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

503 SOUTH HERCULES AVENUE  
CLEARWATER, FL 33764  
PHONE 727.822.4151  
WWW.DEUELENGINEERING.COM  
CERTIFICATE OF AUTHORIZATION NUMBER 28920  
LICENSED BUSINESS NUMBER 107

*Albert P. Carrier* 5/23/17  
ALBERT P. CARRIER, PSM, 6488, LB 107

I, ALBERT CARRIER, THE SURVEYOR IN RESPONSIBLE CHARGE, CERTIFY THAT THE SURVEY REPRESENTED HEREON, WAS MADE UNDER MY SUPERVISION AND MEETS STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES AS PRESCRIBED IN CHAPTER 5J-17.50 DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. THIS DOCUMENT IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**SUBMERGED LAND LEASE**  
**1060 PINELLAS BAYWAY SOUTH**  
**FIELD SURVEY**

PINELLAS COUNTY

FLORIDA

|            |           |
|------------|-----------|
| WORK ORDER | 2017-88   |
| FIELD DATE | 5/24/2017 |
| DRAWN      | GMC/LKC   |
| SCALE      | 1" = 60'  |
| SHEET NO.  | 2 OF 5    |

# SUBMERGED LAND LEASE SURVEY

(THIS IS A FIELD SURVEY)

SEC. 20 , TWP. 32S., RNG. 16E.

PINELLAS COUNTY, FLORIDA

## LEASE AREA DESCRIPTION:

A PARCEL OF SUBMERGED LAND LYING IN PINE KEY CUTOFF, LOCATED IN SECTION 20, TOWNSHIP 32 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE COVE ON THE GULF, A CONDOMINIUM, RECORDED IN CONDOMINIUM PLAT BOOK 91, PAGES 90 THROUGH 92 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N89°15'47"E, ALONG THE SOUTH LINE OF SAID THE COVE ON THE GULF, A DISTANCE OF 295.40 FEET TO THE SOUTHWEST CORNER OF SAID THE COVE ON THE GULF; THENCE N71°29'50"W, ALONG THE RIPARIAN LINE PER OFFICIAL RECORD BOOK 16125, PAGE 448 OF SAID PUBLIC RECORDS FOR 0.53 FEET TO THE FACE OF AN EXISTING SEAWALL AND THE MEAN HIGH WATER LINE OF PINE KEY CUTOFF FOR THE POINT OF BEGINNING; THENCE LEAVING SAID AFORESAID RIPARIAN LINE, A DISTANCE OF 58.06 FEET; THENCE LEAVING SAID RIPARIAN LINE, N18°32'03"E, A DISTANCE OF 182.02 FEET TO THE SOUTH LINE OF THAT SUBMERGED LAND LEASE AREA AS RECORDED IN OFFICIAL RECORDS BOOK 15934, PAGE 458 OF SAID PUBLIC RECORDS; THENCE S87°27'57"E, ALONG SAID SOUTH LINE OF THAT SUBMERGED LAND LEASE AREA, A DISTANCE OF 60.40 FEET TO THE POINT OF INTERSECTION WITH AFORESAID FACE OF AN EXISTING SEAWALL AND THE MEAN HIGH WATER LINE OF PINE KEY CUTOFF; THENCE ALONG SAID FACE OF EXISTING SEAWALL AND MEAN HIGH WATER LINE OF PINE KEY CUTOFF THE FOLLOWING FOUR (4) COURSES: (1) THENCE S18°35'01"W, A DISTANCE OF 41.14 FEET; (2) THENCE S18°29'40"W, A DISTANCE OF 51.70 FEET; (3) THENCE S18°33'47"W, A DISTANCE OF 52.13 FEET; (4) THENCE S18°30'06"W, A DISTANCE OF 50.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,047 SQUARE FEET, (0.254 ACRE) MORE OR LESS

BSM APPROVED

By: J.A. Date: 6/23/2017

Attachment A

Page 10 of 12 Pages

SSLL NO. 520005933

SEE SHEET 2 OF 5 FOR EXISTING SHORELINE CONDITIONS.

SEE SHEET 3 OF 5 FOR PARCEL DESCRIPTION.

SEE SHEET 4 OF 5 AND 5 OF 5 FOR BOUNDARY DETAILS AND LEGENDS.

THIS SURVEY IS NOT FULL AND COMPLETE WITHOUT THE ATTACHED MAP OF SURVEY AND ALL ACCOMPANYING SHEETS.

**DEUEL & ASSOCIATES**  
CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

565 SOUTH HERCULES AVENUE  
CLEARWATER, FL 33764  
PHONE 727.922.4151  
WWW.DEUELENGINEERING.COM  
CERTIFICATE OF AUTHORIZATION NUMBER 26320  
LICENSED BUSINESS NUMBER 107

Albert P. Carrier 6/23/17  
ALBERT P. CARRIER, PSM, 6488, LB 107

I, ALBERT CARRIER, THE SURVEYOR IN RESPONSIBLE CHARGE, CERTIFY THAT THE SURVEY REPRESENTED HEREON, WAS MADE UNDER MY SUPERVISION AND MEETS STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES AS PRESCRIBED IN CHAPTER 5J-17.50 DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. THIS DOCUMENT IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**SUBMERGED LAND LEASE**  
**1060 PINELLAS BAYWAY SOUTH**  
**FIELD SURVEY**

PINELLAS COUNTY

FLORIDA

|             |           |
|-------------|-----------|
| WORK ORDER  | 2017-88   |
| FIELD DATE: | 5/24/2017 |
| DRAWN:      | GMK/LKC   |
| SCALE:      | NONE      |
| SHEET NO.   | 3 OF 5    |

# SUBMERGED LAND LEASE SURVEY

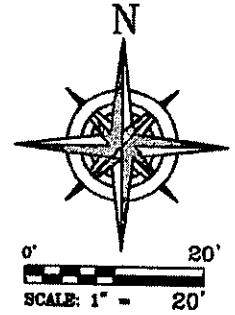
(THIS IS A FIELD SURVEY)

SEC. 20, TWP. 32S., RNG. 16E.

PINELLAS COUNTY, FLORIDA

## LEGEND

CPB CONDOMINIUM PLAT BOOK  
LB LICENSED BUSINESS  
No. NUMBER  
OR OFFICIAL RECORD BOOK  
(CPB) PLAT (CPB 91, PG. 90)  
(CPB1) PLAT (CPB 68, PG. 62)  
(CPB2) PLAT (CPB 130, PG. 20)  
F. FOUND  
FIR FOUND IRON ROD  
MF METAL FENCE  
MHWL MEAN HIGH WATER LINE  
OR OFFICIAL RECORD BOOK  
PB PLAT BOOK  
PG PAGE/PAGES  
POB POINT OF BEGINNING  
POC POINT OF COMMENCEMENT  
PSM PROFESSIONAL SURVEYOR  
± MAPPER  
R/W RIGHT-OF-WAY  
RNG. RANGE  
SEC. SECTION  
TWP. TOWNSHIP  
(TYP) TYPICAL

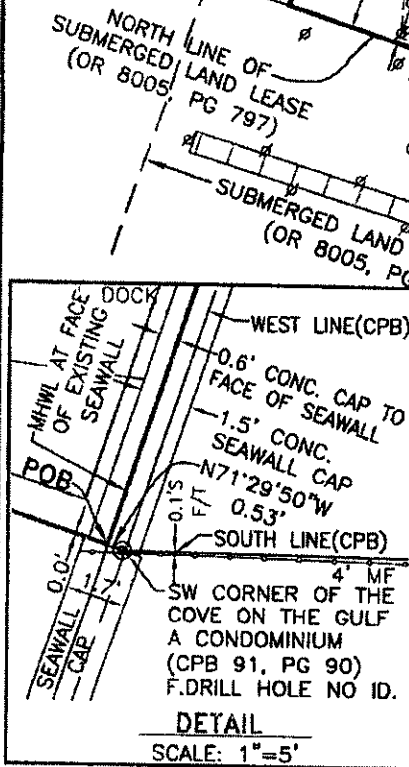


## SYMBOL LEGEND

|   |   |
|---|---|
| ⊙ | DRILL HOLE                                |
| ⊕ | ELEVATION TOP OF SEAWALL CAP<br>BOTTOM    |
| ⊙ | IRON ROD (FOUND)                          |
| ⊕ | MULTI-HOOKUP (ELECTRIC,<br>WATER, ETC.)   |
| ⊕ | BOAT SLIP NUMBER<br>(SEE BOAT SLIP TABLE) |

THE COVE ON THE GULF  
A CONDOMINIUM (CPB)

(CPB 91, PG 90)  
ADDRESS: 1060 PINELLAS BAYWAY SOUTH



Attachment A  
Page 11 of 12 Pages  
SSLL NO. 520005933

SEE SHEET 2 OF 5 FOR EXISTING SHORELINE CONDITIONS.  
SEE SHEET 3 OF 5 FOR PARCEL DESCRIPTION.  
SEE SHEET 4 OF 5 AND 5 OF 5 FOR BOUNDARY DETAILS.

| BOAT SLIP TABLE |         |
|-----------------|---------|
| BOAT SLIP       | SIZE    |
| 1               | 35'x13' |
| 2               | 35'x11' |
| 3               | 35'x12' |
| 4               | 35'x10' |
| 5               | 36'x10' |
| 6               | 35'x11' |
| 7               | 33'x10' |
| 8               | 35'x12' |
| 9               | 34'x15' |
| 10              | 34'x15' |
| 11              | 35'x11' |
| 12              | 30'x11' |

THIS SURVEY IS NOT FULL AND COMPLETE WITHOUT THE  
ATTACHED MAP OF SURVEY AND ALL ACCOMPANYING SHEETS.

# DEUEL & ASSOCIATES

CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

565 SOUTH HERCULES AVENUE  
CLEARWATER FL 34624  
PHONE: 727.822.4151  
WWW.DEUEL-ENGINEERING.COM  
CERTIFICATE OF AUTHORIZATION NUMBER 28320  
LICENSED BUSINESS NUMBER 107

*Albert P. Carrier* 6/23/17  
ALBERT P. CARRIER, PSM, 6488, LB 107

I, ALBERT CARRIER, THE SURVEYOR IN RESPONSIBLE CHARGE, CERTIFY THAT THE SURVEY REPRESENTED HEREON, WAS MADE UNDER MY SUPERVISION AND MEETS STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES AS PRESCRIBED IN CHAPTER 5J-17.50 DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. THIS DOCUMENT IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**SUBMERGED LAND LEASE**  
**1060 PINELLAS BAYWAY SOUTH**  
**FIELD SURVEY**

PINELLAS COUNTY

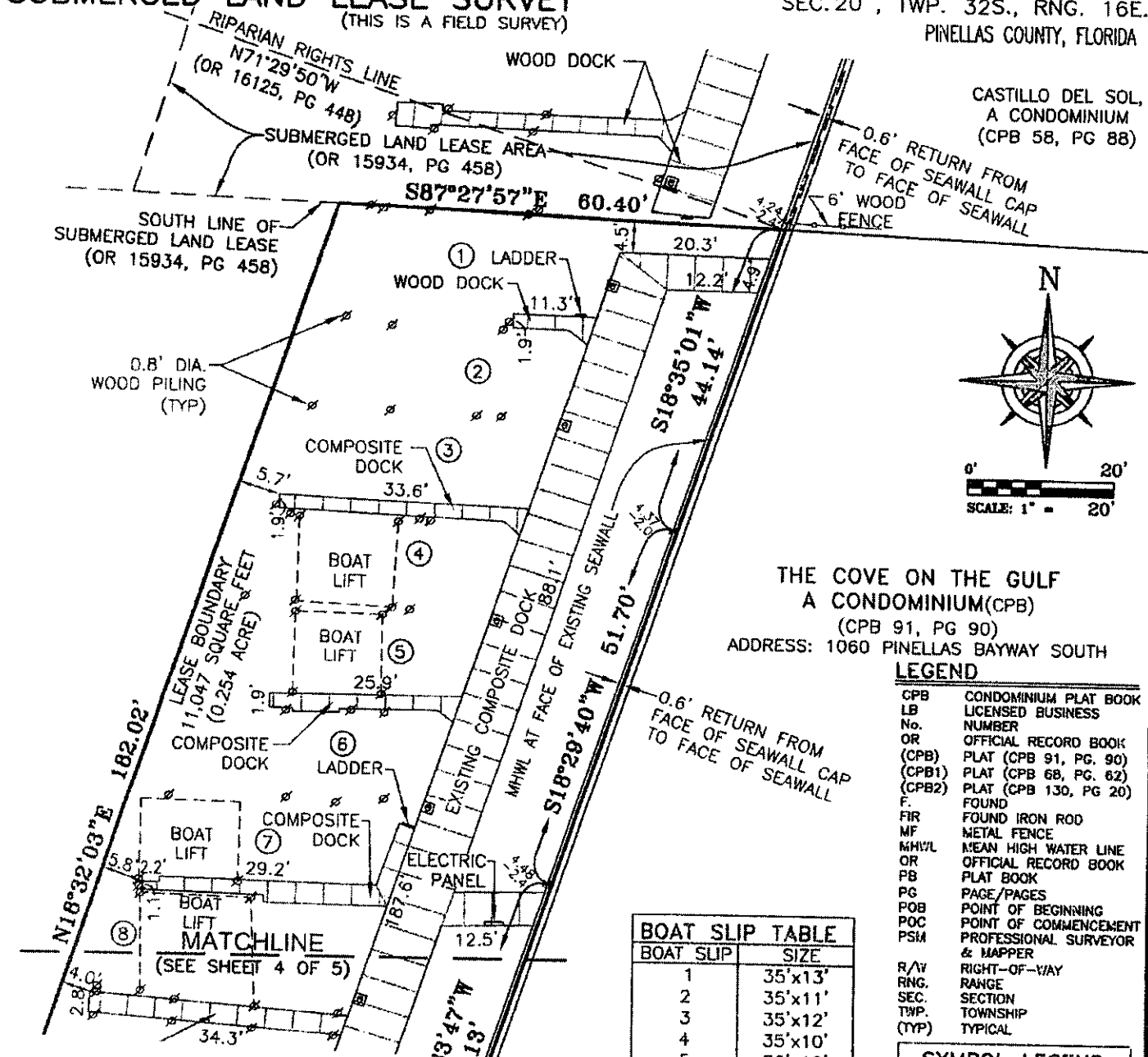
FLORIDA

WORK ORDER 2017-66  
FIELD DATE: 5/24/2017  
DRAWN: GMK/LKC  
SCALE: AS SHOWN  
SHEET NO. 4 OF 5

# SUBMERGED LAND LEASE SURVEY

(THIS IS A FIELD SURVEY)

SEC. 20, TWP. 32S., RNG. 16E.  
PINELLAS COUNTY, FLORIDA



THE COVE ON THE GULF  
A CONDOMINIUM (CPB)  
(CPB 91, PG 90)  
ADDRESS: 1060 PINELLAS BAYWAY SOUTH

## LEGEND

|        |                                |
|--------|--------------------------------|
| CPB    | CONDOMINIUM PLAT BOOK          |
| LB     | LICENSED BUSINESS              |
| No.    | NUMBER                         |
| OR     | OFFICIAL RECORD BOOK           |
| (CPB)  | PLAT (CPB 91, PG. 90)          |
| (CPB1) | PLAT (CPB 68, PG. 62)          |
| (CPB2) | PLAT (CPB 130, PG 20)          |
| F.     | FOUND                          |
| FIR    | FOUND IRON ROD                 |
| MF     | METAL FENCE                    |
| MHWL   | MEAN HIGH WATER LINE           |
| OR     | OFFICIAL RECORD BOOK           |
| PB     | PLAT BOOK                      |
| PG     | PAGE/PAGES                     |
| POB    | POINT OF BEGINNING             |
| POC    | POINT OF COMMENCEMENT          |
| PSM    | PROFESSIONAL SURVEYOR & MAPPER |
| R/W    | RIGHT-OF-WAY                   |
| RNG.   | RANGE                          |
| SEC.   | SECTION                        |
| TWP.   | TOWNSHIP                       |
| (TYP)  | TYPICAL                        |

## SYMBOL LEGEND

|   |  |
|---|--|
| ⊙ | DRILL HOLE                             |
| ⊕ | ELEVATION TOP OF SEAWALL CAP BOTTOM    |
| ⊙ | IRON ROD (FOUND)                       |
| ⊕ | MULTI-HOOKUP (ELECTRIC, WATER, ETC.)   |
| ⊕ | BOAT SLIP NUMBER (SEE BOAT SLIP TABLE) |

## BOAT SLIP TABLE

| BOAT SLIP | SIZE    |
|-----------|---------|
| 1         | 35'x13' |
| 2         | 35'x11' |
| 3         | 35'x12' |
| 4         | 35'x10' |
| 5         | 36'x10' |
| 6         | 35'x11' |
| 7         | 33'x10' |
| 8         | 35'x12' |
| 9         | 34'x15' |
| 10        | 34'x15' |
| 11        | 35'x11' |
| 12        | 30'x11' |

THIS SURVEY IS NOT FULL AND COMPLETE WITHOUT THE ATTACHED MAP OF SURVEY AND ALL ACCOMPANYING SHEETS.

Attachment A

Page 12 of 12 Pages

SSLL NO. 520005933

SEE SHEET 2 OF 4 FOR EXISTING SHORELINE CONDITIONS.

SEE SHEET 3 OF 4 FOR PARCEL DESCRIPTION.

SEE SHEET 4 OF 4 FOR BOUNDARY DETAILS.

**DEUEL & ASSOCIATES**

CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

580 SOUTH VENTURES AVENUE  
CLEARWATER, FL 33704  
PHONE 727.602.4161  
WWW.DEUELENGINEERING.COM  
CERTIFICATE OF AUTHORIZATION NUMBER 26323  
LICENSED BUSINESS NUMBER 107

ALBERT P. CARRIER, PSM, 6488, LB 107

I, ALBERT CARRIER, THE SURVEYOR IN RESPONSIBLE CHARGE, CERTIFY THAT THE SURVEY REPRESENTED HEREON, WAS MADE UNDER MY SUPERVISION AND MEETS STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES AS PRESCRIBED IN CHAPTER 5J-17.50 DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. THIS DOCUMENT IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**SUBMERGED LAND LEASE**  
**1060 PINELLAS BAYWAY SOUTH**  
**FIELD SURVEY**

PINELLAS COUNTY

FLORIDA

WORK ORDER 2017-66  
FIELD DATE 5/24/2017  
DRAWN: GMK/LKC  
SCALE: 1" = 20'  
SHEET NO. 5 OF 5

# **TAB 5**



Prepared by and return to:  
Anne M. Hathorn, Esq.  
Becker & Poliakoff, P.A.  
311 Park Place Blvd, Suite 250  
Clearwater, FL 33759

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF  
THE COVE ON THE GULF, A CONDOMINIUM**

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of The Cove on the Gulf, A Condominium, as recorded in Official Records Book 6235 at Page 1640, and at Condominium Plat Book 91, at Page 90 of the Public Records of Pinellas County, Florida, was duly adopted in the manner provided in the Governing Documents at a meeting held January 10, 2008.

IN WITNESS WHEREOF, we have affixed our hands this 25<sup>th</sup> day of FEBRUARY, 2008, at St. Petersburg, Pinellas County, Florida.

WITNESSES

Sign William Stark

Print WILLIAM STARK

Sign Laurie Lorenz

Print Laurie Lorenz

The Cove on the Gulf, A Condominium

By: Donna Stevens

Donna Stevens, President

STATE OF FLORIDA )  
 ) SS  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of FEBRUARY, 2008, by Donna Stevens, as President of The Cove on the Gulf, Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.

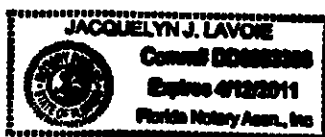
NOTARY PUBLIC:

SIGN Jacquelyn J. Lavoie

PRINT Jacquelyn J. LAVOIE

State of Florida at Large

My Commission Expires:



LAR\_DB: C18804/76264:221740-1

**ADOPTED AMENDMENTS TO THE DECLARATION OF CONDOMINIUM  
OF  
THE COVE ON THE GULF, A CONDOMINIUM**

1. Adopted amendment to ARTICLE 17 of the Declaration of Condominium of The Cove on the Gulf, a Condominium (the "Declaration"), to add a new Section G., as follows:

17. SALE OR LEASE OR OTHER TRANSFER BY A UNIT OWNER – FIRST  
OPTION TO ASSOCIATION

...  
G. Prohibition on Certain Types of Ownership. Notwithstanding anything to the contrary contained herein, no entity other than a natural person may own a Unit. This prohibition shall apply to ownership by entities including but not limited to, a corporation, a limited partnership, a limited liability company and similar non-natural person. The only exceptions to this restriction are:

(1) a Unit owned by a corporation, a limited partnership, a limited liability company and similar non-natural person prior to the effective date of this amendment; or

(2) a conveyance by a natural person to a trust, in which the former Owner or Owners of the Unit, or the spouse, child or children or the Owner or Owners, are trustees and beneficiaries of the trust for estate planning purposes.

2. Adopted amendment to ARTICLE 17 of the Declaration, as follows:

17. SALE OR LEASE OR OTHER TRANSFER BY A UNIT OWNER – FIRST  
OPTION TO ASSOCIATION

...  
H. Time-Sharing Prohibited. Under no circumstances shall any Unit be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Unit rotates among Owners of a Unit or Units on a fixed or floating time schedule over a period of months or years.

**NEW LANGUAGE INDICATED BY UNDERLINING; DELETED TEXT  
INDICATED BY STRIKE THROUGH; UNAFFECTED TEXT INDICATED BY  
“...”**

# TAB 4

INST # 92-341968  
NOV 24, 1992 5:44PM

PINELLAS COUNTY FLA.  
OFF.REC.BK 8100 PG 614

**CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION OF CONDOMINIUM  
OF  
THE COVE ON THE GULF  
A CONDOMINIUM**

NOTICE IS HEREBY GIVEN that the Declaration of Condominium of The Cove on the Gulf, a Condominium, as originally recorded in Official Records Book 6235, pages 1640 to 1687, inclusive, and in Condominium Plat Book 91, pages 90 to 92, inclusive, of the Public Records of Pinellas County, Florida, be and the same is hereby amended, pursuant to the procedures described in said Declaration of Condominium for amendment thereof, as set forth herein:

I. Section J of Article 18 of the Declaration of Condominium shall be amended to read as follows:

**18. LIABILITIES AND REMEDIES**

\* \* \* \* \*

J. Late Fee Charges. Failure to pay any assessment or any installment of an assessment within ten (10) days after the date due shall entitle the Association to charge an administrative late fee in an amount not to exceed the greater of twenty-five dollars (\$25.00) or five percent (5%) of each delinquent assessment or each delinquent installment of an assessment that the payment is late. Any payment received shall be applied first to accrued interest by the Association, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in the collection process and lastly to the delinquent assessment.

This instrument prepared by/return to:  
Nicholas P. Lang, Esq.  
P.O. Box 777  
St. Petersburg, Florida 33731

Condominium plats pertaining  
hereto are located in condominium  
plat book 91, page 90 through 92,  
inclusive

KARLEEN F. DEBLAKER, CLERK  
RECORD VERIFIED BY: *sw*

RECORDING  
10<sup>50</sup>  
FEE  
NTF  
REV  
TOTAL 10<sup>50</sup>

II. Section B of Article 24 of the Declaration of Condominium shall be amended to read as follows:

24. USE RESTRICTIONS

\* \* \* \* \*

B. Leases. No lease or rental of a unit shall be made for a period of less than six (6) months and all lease or rental agreements shall be in writing.

IN WITNESS WHEREOF, COVE ON THE GULF CONDOMINIUM ASSOCIATION, INC. has caused this Certificate of Amendment to the Declaration of Condominium to be executed in its name by its President, the corporate seal affixed, and attested to by its Secretary, this 17th day of November, 1992.

COVE ON THE GULF CONDOMINIUM  
ASSOCIATION, INC.

By: Frederick E. Stern  
Frederick E. Stern, President  
1060 Pinellas Bayway  
Tierra Verde, FL 33715

(CORPORATE SEAL)

Attest: Leo Syntax  
Leo Syntax, Secretary  
1060 Pinellas Bayway  
Tierra Verde, FL 33715

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 17th day of November, 1992, by FREDERICK E. STERN and LEO SYNTAX, President and Secretary, respectively, of COVE ON THE GULF CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, on behalf of said corporation. They are personally known to me and did not take an oath.

20001387 JFB 11-24-92 17:25:33  
01 CON- COVE ON THE GULF  
RECORDING 1 \$10.50

TOTAL: \$10.50  
CHECK AMT. TENDERED: \$10.50  
CHANGE: \$0.00

Mary Jane Swenson  
Print Name: Mary Jane Swenson  
Notary Public  
My Commission Expires: 12/15/93

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: August 12, 1993  
BONDED THRU NOTARY PUBLIC UNDERWRITING

# TAB 3

Condominium Plats pertaining hereto recorded in Condominium Plat Book 91, Pages 90-92

RETURN TO: THE COVE ON THE GULF CONDOMINIUM ASSOCIATION, 1060 PINELLAS BAYWAY, c/o UNIT 205  
TIERRA VERDE, FLA. 33715

DATE 10.50  
FEE 2.00  
REV

AMOUNT 12.50

89134443

OR7012P0793

CERTIFICATE OF AMENDMENT

TO  
DECLARATION OF CONDOMINIUM 090738 GEN 06-01-89 16:59:00  
OF  
THE COVE ON THE GULF CONDOMINIUM  
RECORDING  
FEES PAID 1 \$10.50  
5 \$2.00

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on April 29, 1989, by a vote of not less than two-thirds of the voting interests of the Association and after the unanimous adoption of a Resolution proposing said amendment by the Board of Administration, the Declaration of Condominium for THE COVE ON THE GULF CONDOMINIUM, as originally recorded in O.R. Book 6235, Page 1640, et seq., in the Public Records of Pinellas County, be, and the same is hereby amended as follows:

1. The Declaration of Condominium of THE COVE ON THE GULF CONDOMINIUM is hereby amended in accordance with Exhibit A attached hereto and entitled "Schedule of Amendments to Declaration of Condominium".

IN WITNESS WHEREOF, THE COVE ON THE GULF CONDOMINIUM ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this day of , 1989.

BARLENE E. DE BLAS  
CLERK OF CIRCUIT COURT  
PINELLAS COUNTY, FLA.

THE COVE ON THE GULF  
CONDOMINIUM ASSOCIATION, INC.

ATTEST

89 JUN -1 PM 5:13

By:

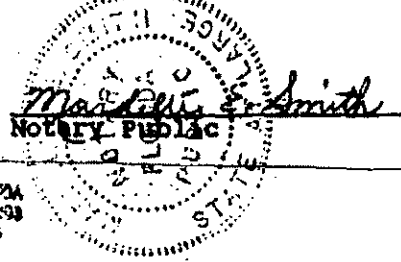
*Therese L. Stein*

XXXXXXXXXXXX  
Secretary

Secretary

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

On this 1<sup>st</sup> day of June, 1989, personally appeared  
ERNEST THIBEAULT, President, and acknowledged the execution  
of this instrument for the purposes herein expressed.



My commission expires: 12/31/91

OR7012PS0794

SCHEDULE OF AMENDMENTS  
TO  
DECLARATION OF CONDOMINIUM  
FOR  
THE COVE ON THE GULF CONDOMINIUM

Article 24. Use Restrictions B. Leases of the  
Declaration of Condominium is amended to read as  
follows:

Article 24. Use Restrictions

B. Leases. No lease or rental of a unit shall be made  
for a period of less than one ~~(1)~~ week six (6) months  
and all lease or rental agreements shall be in writing.



# TAB 2

"CONDOMINIUM PLATS PERTAINING HERE TO HAVE BEEN FILED IN CONDOMINIUM PLATE BOOK 91 PAGES 90 THRU 92 INCL."

1.0000N-10  
Held

PETER M. DUNBAR, ESQ.  
This Instrument Was Prepared By  
Dunbar, Boyer & Rayburn  
P. O. Box 1197, Dunedin, FL 34296

86115051

DECLARATION OF CONDOMINIUM  
FOR  
THE COVE ON THE GULF, A CONDOMINIUM

O.R. 6235 PAGE 1640

GULF GROUP, LTD., a Florida limited partnership, herein called "Developer," for itself, its successors, grantees and assigns, does hereby, on this 14 day of April, 1986, make, declare and publish its intention to submit, and does hereby submit, in fee simple the real property hereinafter described to condominium ownership and use in accordance with Chapter 718, Florida Statutes, known and cited as the Condominium Act, herein called the "Act," as follows:

1. NAME

The name of this condominium is to be THE COVE ON THE GULF, A CONDOMINIUM.

2. LEGAL DESCRIPTION OF THE LAND

The legal description of the land to be included, which is submitted hereby to condominium ownership, is as follows:

SEE EXHIBIT "A" HERETO AND BY REFERENCE MADE A PART HEREOF.

3. DEFINITIONS

The terms used in the condominium documents shall have the meanings stated in the Condominium Act or as follows, unless the context requires otherwise:

A. "Assessment" means a share of the funds required for the payment of common expenses, including maintenance, taxes, and fees required for the administration of the condominium, and charges and expenses of the Association which are assessed against the unit owner by this Declaration and the Board of Directors of the Association as necessary from time to time.

B. "Association" means the The Cove On The Gulf Condominium Association, Inc., a non-profit Florida corporation, or its assigns, which is and shall be responsible for the operation, administration and management of the condominium.

41 Cash 11 Chg  
40 P22 19322  
41 P3  
43 14

Ret. 19322 1986

Kathleen A. DeBlasio  
CLERK OF THE CIRCUIT COURT  
PINELLAS COUNTY, FLORIDA

MAY 28 4 35 PM '86

C. "Board of Directors" and "Board" means the Board of Directors of The Cove On The Gulf Condominium Association, Inc.

D. "Common Elements" means the portions of the condominium property not included within any unit as further defined in Article 5 hereof.

E. "Limited Common Elements" means those common elements which are reserved for the use of a certain condominium unit or units to the exclusion of other units, as more particularly specified in this Declaration of Condominium.

F. "Common Expenses" means those expenses for which the unit owners are liable to the Association.

G. "Common Surplus" means the excess of all receipts of the Association from this condominium and the owners of the units, including but not limited to assessments, profits, and revenues on account of the common elements, over the amount of the common expenses.

H. "Condominium Parcel" means the unit, together with the undivided share in the common elements which is appurtenant to the unit and all other appurtenances thereto.

I. "Condominium Property" means and includes the land in the condominium and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

J. "Unit" or "Apartment" means that portion of the condominium property which is subject to private ownership as further defined in Article 4 hereof.

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

#### 4. THE UNITS

A. Each of the units is identified and designated as set forth in the survey contained in Exhibit A attached hereto and by reference made a part hereof.

B. Each unit consists of (1) the volumes or cubicles of space enclosed by the unfinished inner surfaces of perimeter and interior walls, ceilings and floors thereof, including vents, doors, windows and such other structural elements as are ordinarily considered to be enclosures of space, and including the volume or cubicle of space enclosed by any screened terrace, (2) all interior divided walls and partitions (including the space occupied by such interior walls or partitions) excepting load-bearing interior walls and partitions, and all screening enclosing the screened terraces, and the exterior balconies and deck areas abutting or appurtenant to the enclosed portions of the unit, (3) the decorated inner surfaces of the perimeter and interior walls (including decorated inner surfaces of all interior load-bearing walls), floors and ceilings, consisting of paint, plaster, carpeting, tiles, and all other finishing materials affixed or installed as part of the physical structure of the unit, and (4) all immediately visible fixtures, mechanical systems and equipment installed for the sole and exclusive use of the unit, commencing at the point of disconnection from the structural body of the condominium building and from the utility lines, pipes, or systems serving the unit. No pipes, wires, conduits or other utility lines or installations constituting a part of the overall systems designated for the service of any particular unit, or any of the structural members or portions of any kind, including fixtures and appliances within the unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building, shall be deemed to be a part of any unit.

##### 5. COMMON ELEMENTS

A. The undivided interest in the common elements and common surplus which is appurtenant to each unit shall be equal to 1/17th of the total. The undivided shares in the common elements appurtenant to a unit shall remain constant unless

amended in writing by the unit owner and the mortgagees of the unit.

B. The common elements appurtenant to each unit shall include, but are not limited to:

1. The parcel of land on which the improvements are located as described in Paragraph 2 above.

2. All parts of the improvements which are not contained within the units, including the foundations, roof, floors, ceilings, perimeter walls, load bearing interior walls and partitions, slabs, hallways, entrances and exits or communication ways, pipes, wire, conduits, air ducts and utility lines, and the space actually occupied by all of these items.

3. All of the parking areas, walkways, paths, trees, shrubs, grounds and gardens, located or to be located on the condominium property described herein.

4. The following easements from each unit owner to each other unit owner and to the Association:

(a) Easements through the common elements for ingress and egress.

(b) An easement of support in every portion of a unit which contributes to the support of the condominium building.

(c) An easement for the purpose of installation, maintenance, repair and replacement of all sewer, water, power and telephone lines, mains, conduits, wire and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system.

(d) An easement through any unit, and common elements, for maintenance, repair and replacement of any unit and common elements. Access to units shall be only during reasonable hours, except that access may be had at any time in case of emergency.

5. All other elements of the condominium improvements rationally of common use or necessary to their existence, upkeep and safety, and all other devices or installations within the condominium property existing for common use.

C. All unit owners shall have the right to use the common elements, subject to the terms and conditions set forth herein. Such rights shall extend to the unit owners, members of their immediate families, their guests and other authorized occupants and visitors of the unit owner. Use of the common elements and rights of the unit owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration, the Articles, By-Laws and rules and regulations of the Association.

6. LIMITED COMMON ELEMENTS

Limited common elements means those common elements which are reserved for the use of a certain condominium unit or units to the exclusion of other units and shall include the following:

A. Porches or balconies adjacent to a condominium unit.

B. Such parking space or spaces as may be assigned by written instrument in recordable form to a condominium unit.

C. A dock or boat slip which may be assigned to a condominium unit by a written instrument in recordable form.

7. SURVEY, GRAPHIC DESCRIPTION AND FLOOR PLAN

A survey of the land and a graphic description of the improvements in which units are located and a plot plan thereof are attached hereto as a part of Exhibit A. The Developer, in order further to define and identify the units and common elements of the condominium property, including any and all present and future improvements thereof, hereby declares that the

condominium property is subdivided into a total of seventeen (17) units, as shown on the survey contained in Exhibit A hereto, each of which shall, together with the appurtenances, constitute a separate parcel of real property.

8. COMMON EXPENSES

A. Each unit owner shall be assessed his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the common elements, and of the taxes and assessments levied thereon, which expenses are hereinafter referred to collectively as common expenses. The proportionate share of the common expenses of each unit owner shall be the same as such unit owner's share of the common elements, as set forth in Paragraph 5A above. Payment thereof shall be in such installments and at such times as may be provided in the By-Laws. In the event of the failure of a unit owner to pay his proportionate share when due, the amount thereof shall constitute a lien on his unit as provided by the Act.

B. The proportionate share of the common expenses, attributable to each unit may be amended only with the written consent of the unit owner and the mortgagee or mortgagees of the unit.

C. If the Board of Directors decides that any unpaid assessment is uncollectable, it shall become a common expense.

9. ASSOCIATION

A. Prior to the date of the recording of this Declaration there will be or has been created under the laws of the State of Florida the The Cove On The Gulf Condominium Association, Inc., a corporation not for profit, herein called the Association, which shall be responsible for the administration, operation, maintenance, repair and replacement of the condominium property and which shall have those powers and duties set forth in the Act, this Declaration, the Articles of

Incorporation and By-Laws. A copy of the By-Laws of the Association is attached as Exhibit C hereto.

B. Each unit owner shall automatically become and be a member of the Association as long as he continues as a unit owner. Upon the termination of the interest of the unit owner, his membership shall thereupon terminate and transfer and inure to the new unit owner succeeding him in interest. The voting rights of the unit owners shall be as set forth in the Articles of Incorporation of the Association, a copy of which is attached hereto as Exhibit B.

#### 10. COMMON SURPLUS

Common surplus shall be the excess of all receipts of the Association including, but not limited to, assessment, rents, and revenues on account of the common elements over the amount of common expense. Each unit owner shall own an undivided share in any common surplus in the same percentage as his share of the common elements, as set forth in Paragraph 5A above. All common surplus shall be held and administered by the Association on behalf of the unit owners and may be distributed to the unit owners at such times and in such amounts as the Board of Directors of the Association shall deem fit or otherwise expended by the Association for the benefit of the unit owners as the Board of Directors may determine.

#### 11. SEPARATE REAL ESTATE TAXES

Real estate taxes are to be separately assessed to each unit owner for his condominium parcel, as provided in the Condominium Act. If for any year such taxes are not separately assessed to each unit owner, then each unit owner shall pay his proportionate share thereof based upon the percentage of his share of the common elements set forth in Paragraph 5A above.



12. UTILITIES

Each unit owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be part of the common expenses.

13. INSURANCE

A. The Board of Directors, acting on behalf of the unit owners, shall insure the condominium property against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the condominium property.

For purposes of this insurance, condominium property shall be defined as the buildings, all additions and extensions attached thereof; fixtures, machinery and equipment constituting a permanent part and pertaining to the service of the buildings; materials and supplies intended for use in construction, alteration or repair; yard fixtures; detachable building equipment; personal property used for the service or maintenance of the buildings, including fire extinguishing apparatus, floor coverings and outdoor furniture, and including fixtures, installations or additions comprising a part of the buildings within the unfinished interior surfaces of the perimeter walls, floors and ceilings of individual condominium units initially installed, or replacements thereof, in accordance with the original condominium plans and specifications, and including all personal property in which each of the condominium unit owners has an undivided interest. Insurance coverage shall be written in the name of and the proceeds thereof shall be payable to the Association or the Board of Directors as the trustees for the unit owners and their respective mortgagees, if any, as their interests may appear. If agreeable to the insurer, policies shall include provisions that they be without contribution, and

that the insurer waives its rights of subrogation as to any claims against the unit owners.

B. In the event of loss or damage to the condominium property, the same shall be applied to restore the property to the same condition in which it existed prior to such loss or damage, with each unit and the common elements having the same size, location and dimensions as before. In the event such restoration or repair shall not be substantially in accordance with the original plans and specifications, such restoration and repair shall require the approval of not less than fifty-one percent (51%) of the total membership of the Association and by not less than fifty-one percent (51%) of the holders of first mortgages on units within the condominium.

C. In the event of a total destruction of the entire condominium or if a building or buildings are damaged or destroyed rendering two-thirds or more of the units untenable, the owners of a majority of the units of the condominium may elect to reconstruct or replace the buildings. In the event of such election to reconstruct or replace, the payment of the expense thereof shall be made as provided in the next paragraph hereof. If a majority shall elect not to reconstruct or replace, the condominium may be terminated as provided in Article 19 of this Declaration.

D. The net proceeds of any insurance collected shall be made available for the purpose of restoration or replacement. If the insurance proceeds are insufficient to cover the entire expenses of reconstruction or replacement, the additional expense shall be paid by all of the unit owners directly affected by the damage in proportion to the insured valuation of their respective units. If any such unit owner shall refuse to make the required payments, the Board of Directors shall levy an assessment in an amount proportionate to the insured valuation of the unit. The proceeds of such assessments and of the insurance shall be paid to the Association for the purpose of covering the expense of repair and replacement. In the event any unit owner or owners

shall fail to respond to the assessment by payment thereof within a reasonable time, the Board shall have the authority to cause such restoration or reconstruction to be accomplished and to charge the proportionate expense thereof, less any applicable insurance credits, to such unit owners. The amount thereof shall constitute a lien against the unit, enforceable like other liens hereunder.

E. The Association shall also have the authority to and shall obtain comprehensive public liability insurance in a minimum amount of \$1,000,000 and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each unit owner and the Association, the Board of Directors, and managing agent from liability in connection with the common elements. Where agreeable to the insurer, all liability insurance policies shall contain cross-liability endorsements to cover liabilities of the unit owners collectively or to a unit owner individually.

F. If it shall be determined that the condominium property is located in a special flood hazard area, the Association shall also have the authority to and shall obtain flood insurance in an amount not less than the maximum available coverage under the National Flood Insurance Program for all buildings and other insurable property within the condominium, or full current replacement cost.

G. The Association shall have the authority and shall maintain fidelity bonds on all officers and directors having authority to control or disburse funds of the Association in an amount equal to a sum equal to three (3) months aggregate assessments on all units and all reserve funds of the Association, or \$10,000, whichever is greater.

H. The premiums for all insurance purchased pursuant to the provisions of this article shall be common expenses and shall be paid at least thirty (30) days prior to the expiration date of any policy. If agreeable to the insurer, such policies shall include a provision that coverage will not be terminated

for non-payment of premiums without ten (10) days' prior written notice to each unit mortgagee.

I. 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 Board of Directors shall give notice of the exposure within a reasonable time to all unit owners who may be exposed to the liability and they shall each have the right to intervene and defend.

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

K. Each unit owner shall be responsible for obtaining insurance on the contents of his unit, including his personal property stored elsewhere on the condominium property, and including all additions and improvements made by him to his condominium unit other than fixtures, installations or additions initially installed or replacements thereof in accordance with the original condominium plans and specifications, and his personal liability to the extent not covered by the liability insurance for all of the unit owners obtained as part of the common expenses as above provided.

L. In undertaking the responsibilities set forth in this Article, the Association is hereby designated and shall be the attorney-in-fact for all unit owners for the purpose of purchasing and maintaining such insurance, including but not necessarily limited to, the collection and appropriate disposition of the proceeds thereof, the negotiations of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish the purposes of this Article.

#### 14. MAINTENANCE, REPAIRS AND REPLACEMENT

A. Each unit owner shall furnish at his own expense and be responsible for all of the maintenance, repairs and replacements within his own unit; provided, however, that such

maintenance, repairs and replacements as may be required for the bringing of water, gas and electricity to the unit shall be furnished by the Association as part of the common expenses. Maintenance, repairs and replacements of the common elements shall be furnished by the Association as part of the common expenses. The Association may provide in its rules and regulations for ordinary maintenance and minor repairs and replacements to be furnished to units by Association personnel at common expense.

B. If, due to the negligent act or omission of a unit owner, or of a member of his or household pet or of a guest or other authorized occupant or visitor of such unit owner, damage shall be caused to the common elements or to a unit or units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such unit owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Association. Maintenance, repairs and replacements to the common elements or the units shall be subject to the rules and regulations of the Association.

C. To the extent that equipment, facilities and fixtures within any unit or units shall be connected to similar equipment, facilities or fixtures affecting or serving other units or the common elements, then the use thereof by the individual unit owners shall be subject to the rules and regulations of the Association. The authorized representatives of the Association or Board of Directors, or of the manager or managing agent for the building, shall be entitled to reasonable access to the individual units as may be required in connection with maintenance, repair or replacement of the common elements or any equipment, facilities or fixtures affecting or serving other units or the common elements.

D. Each unit owner shall be responsible for the maintenance, repair and replacement of all windows of his unit

and also the doors leading onto the balconies and stairways, if any, adjacent to his unit.

E. The Association has the irrevocable right to access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or for making emergency repairs necessary to prevent damage to common elements or to another unit or units.

F. The Association shall have the authority to grant permits, licenses and easements over the common areas, and to move or modify the same, for utilities, ingress and egress and for other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

15. ALTERNATIONS, ADDITIONS AND IMPROVEMENTS

No alternations to any common elements, or any additions or improvements thereto, shall be made by any unit owner without the prior written approval of the Association.

16. ENCROACHMENTS

If any portion of the common elements shall encroach upon any unit, or if any unit shall encroach upon any portion of the common elements, as the common elements and units are shown by the surveys comprising the plat attached hereto as Exhibit A, there shall be deemed to be mutual easements in favor of the owners of the common elements and the respective unit owners involved to the extent of such encroachments so long as they shall exist.

17. SALE OR LEASE OR OTHER TRANSFER BY A UNIT OWNER -  
FIRST OPTION TO ASSOCIATION

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the Developer shall be subject to the following provisions so long as the Condominium exists and the apartment building in

useful condition exists upon the land, which provisions each apartment owner covenants to observe:

A. Transfers Subject to Approval.

(1) Sale. No apartment owner may dispose of an apartment or any interest therein by sale without approval of the Association except to an apartment owner.

(2) Lease. No apartment owner may dispose of any apartment or any interest therein by lease without approval of the Association except to an apartment owner.

(3) Gift, Devise or Inheritance. If any apartment owner shall acquire his title by gift, devise or inheritance the continuance of his ownership of his apartment shall be subject to the approval of the Association.

B. Approval of Association. The approval of the Association which is required for the transfer of ownership of apartments shall be obtained in the following manner:

(1) Notice to Association.

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

(b) Lease. An apartment owner intending to make a bona fide lease of his apartment shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning said lease as the Association

may reasonably require, and an executed copy of the proposed lease.

(c) Gift, Devise, Inheritance, Other Transfers. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(d) Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership.

(2) Certificate of Approval.

(a) Sale or Lease. If the proposed transaction is a sale or lease, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form and shall be delivered to the purchaser or lessee and shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the purchaser or lessee.

(b) Gift, Devise or Inheritance, Other Transfers. If an apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of



the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form and shall be delivered to the apartment owner and shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the apartment owner. Provided, however, that the provisions hereof shall not apply to a surviving spouse and such surviving spouse shall not be required to seek approval as provided herein.

C. Disapproval by Association. If the Association shall disapprove a transfer of ownership of an apartment, the matter shall be disposed of in the following manner:

(1) Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by certified mail to the apartment owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(a) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

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

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

(d) If the Association shall fail to provide a purchaser upon the demand of the apartment owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a Certificate of Approval as elsewhere provided which shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the purchaser.

(2) Lease. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.

(3) Gifts, Devise or Inheritance, Other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner then within thirty (30) days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the apartment owner an agreement to purchase and to whom the apartment owner must sell the apartment upon the terms and conditions as set forth in subsection 18.C.

D. Exceptions. The foregoing provisions of this section entitled "Sale or Lease or Other Transfer By a Unit Owner - First Option to Association" shall not apply to a transfer or to a purchase by a bank, life insurance company or federal savings and loan association which acquires its title as a result of owning a mortgage upon the apartment concerned, and this shall

be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or federal savings and loan association which so acquires its title. Neither shall any of the provisions of this section apply to the sale or lease of any apartment unit by the developer.

E. Discrimination Prohibited. The provisions of this Article shall not be utilized for purposes of unlawful discrimination and under no circumstance shall a prospective purchaser or lessee be disapproved upon grounds which would constitute unlawful discrimination. The purpose of this Article shall be to provide a method by which the Association can be notified of all proposed new unit occupants, and to afford an opportunity for the Association to advise the proposed new occupant of the rights, responsibilities and regulations of the community.

F. Available Documents to Purchasers. The Board of Directors of the Association shall make available current copies of the Declaration of Condominium, Articles of Incorporation, By-Laws, Rules and Regulations, the most recent financial statements and other such documentation to any prospective purchaser of a unit.

#### 18. LIABILITIES AND REMEDIES

A. Each unit owner shall promptly pay the monthly assessments against his unit on or before the first day of each month, and any and all other assessments, charges and expenses so levied shall bear interest at the maximum legal rate applicable to individuals. No owner may exempt himself from any or all of the monthly assessments or other assessments by non-use or waiver of the use or enjoyment of any of the common elements, or of the facilities of the condominium or of facilities or services of the Association or by abandonment of his unit.

B. All such assessments, charges and expenses levied upon each unit or unit owner shall constitute a lien in favor of

the Association against the owner's unit, effective as to the fixed monthly assessment on the first day of each month and as to additional assessments, charges and expenses, if any, as of the date when the expense or charge giving rise thereto was incurred by the Association.

C. The lien or liens held by the Association for any and all unpaid assessments, charges and expenses shall be prior to all other liens except (1) assessments, liens and charges for taxes past due and unpaid on the unit, and (2) payments due under bona fide mortgages recorded prior to the creation of such lien or liens.

D. Upon the transfer of title to any unit, by whatever means, all liens thereon, except those which may be assumed with the lienholder's consent, shall be paid out of the sale price or by the transferee. This provision shall not apply to a mortgagee who takes title by foreclosure or by deed in lieu of foreclosure, who shall be liable only for assessments accruing after its ownership commences.

E. The transferee of title to a unit shall be jointly and severally liable with the transferor thereof for any and all amounts owing by the transferor to the Association up to the time of the transfer of title, without prejudice to the transferee's right to recover from his transferor any amount thereof paid by the transferee. The Association shall provide for the issuance to every transferee, upon his request a statement of the amounts due, and the transferee's liability hereunder shall thereupon be limited to the amount stated, except that the purchaser of a unit at a mortgage foreclosure sale, and his successors and assigns, shall not be liable therefor if the mortgagee has given the Association the required notice of default and intent to foreclose.

F. In the event that any lien arises against a unit due to the failure of the unit owner to pay any assessments, charges and expenses, and the assessments, charges and expenses remain unpaid for more than seven (7) days after they shall have

become due and payable, or the unit owner shall in any way default under any provisions of the Condominium Act, this Declaration, the Articles of Incorporation and By-Laws, or the rules and regulations, the Association shall have each and all of the rights and remedies which may be provided for in the Condominium Act, this Declaration, or the Articles of Incorporation and the By-Laws, or which may be available at law or in equity, and may prosecute any action or other proceedings against the defaulting unit owner or others or both for enforcement of any and all liens, statutory or otherwise, including foreclosure of its liens in the manner provided for the foreclosure of real estate mortgages and the appointment of a receiver for the unit and the ownership interest of the unit owner, or for damages or injunction of specific performance or judgment for payment of money and collection thereof, or any combination of remedies, or for any other relief.

G. In the event of default by any unit owner, the Association shall have the authority to correct the default and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against the defaulting unit owner.

H. All expenses of the Association in the enforcement hereof, whether by legal proceedings or otherwise, including court costs, attorneys' fees and other fees and expenses, shall, in addition to the amount due, be recoverable by the Association against the defaulting unit owner. Such costs, fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum legal rate chargeable to an individual, shall be charged to and assessed against the defaulting unit owner and be secured by a lien against the unit.

I. Any and all rights and remedies provided herein may be exercised at any time and from time to time, cumulatively or otherwise. The Association's rights and remedies may be waived only by written authority of the Board of Directors, and

any such waiver shall not constitute a continuing waiver or be renewed or extended without such written authority.

19. TERMINATION OR CONDEMNATION

A. Termination. The condominium form of ownership may be terminated only by the agreement of all unit owners and all mortgagees of record. Such termination shall become effective when an instrument executed by all such owners and mortgagees in the manner required for the conveyance of land in Florida evidencing the termination has been recorded in the public records of Pinellas County, Florida, and the unit owners shall have executed and delivered deeds conveying all of the property to the Association. The Association shall endeavor to sell the condominium property, and shall hold the proceeds of sale in trust for the benefit of the unit owners and mortgagees. In the event that termination occurs after a casualty loss, the insurance proceeds shall be combined with the proceeds of sale. After providing for all necessary costs and expenses, including court costs and reasonable attorneys' fees in the event of litigation necessary to complete the termination and sale, the unit owners and their mortgagees shall have an undivided interest in the accumulated proceeds of sale and in any common surplus of the condominium in accordance with the percentages or fractions of ownership in the common elements set forth in this Declaration. Membership in the Association of each unit owner shall thereafter have no further interest in the Association.

B. Condemnation. The Association shall represent the unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common areas, or part thereof. In the event of a taking or acquisition of part or all of the common areas by a condemning authority, the award or proceeds of settlement shall be payable to the Association for the use and benefit of the unit owners and their mortgagees as their interest may appear.

## 20. DEVELOPER'S PRIVILEGES

Said Developer shall have the right to transact on the condominium property any business necessary to consummate sale of units, including, but not limited to, the right to maintain models, have signs, employees in the office, use the common elements and to show units. A sales office, signs and all items pertaining to sales, shall not be considered common elements and shall remain the property of the Developer. In the event there are unsold units, the Developer retains the right to be the owner thereof, under the same terms and conditions as other owners save with its right to sell, rent or lease as contained in this paragraph.

The Developer shall not be liable for the payment of common expenses in respect of any unit, so long as during such period of time that employees and/or designees of the Developer constitute a majority of the Directors of the Association and the Developer guarantees that the assessments for common expenses shall not increase over the dollar amount stated in the budget submitted as a part of the offering prospectus for the condominium. The Developer hereby undertakes and guarantees to pay all actual common operating expenses incurred during such period of time as are in excess of the amount stated in said budget, which amount represents an aggregate of the sums to be collected from all unit owners other than the Developer during such period of time.

## 21. AMENDMENTS

A. Amendments. The provisions of this Declaration may be amended from time to time upon the approval of such amendment or amendments by the Association pursuant to a resolution or written consent approving such amendment or amendments adopted or given by not less than two-thirds (2/3rds) of the unit owners, except where otherwise required by the Condominium Act or this Declaration. No amendment changing the size or dimensions of a unit shall be effective unless consented to by the unit

owner, and no amendment which affects the rights, privileges or interests of the Developer shall be effective without its prior written consent. All amendments to this Declaration shall be recorded.

B. Mortgagee Consent. No amendment shall change or modify the provisions of this Declaration of Condominium which govern the voting rights of members, assessments, assessment liens or subordination of such liens, reserves for maintenance, repair or replacement, insurance or fidelity bonds or any provisions which is for the express benefit of any first mortgage holder, insurer or guarantor, unless not less than fifty-one percent (51%) of such first mortgage holders shall have first approved such amendment. No amendment may change the size or configuration of any condominium unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses or owns the common surplus unless all record owners of units and all record holders of first mortgages approve the amendment.

## 22. NOTICES

Notices provided for in the Condominium Act, Declaration, Articles of Incorporation or By-Laws shall be in writing, and shall be addressed to the Association or to any unit owner at the mailing address of the condominium property in Pinellas County, Florida, or at such other address as may hereafter be provided. The Association or Board of Directors may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all unit owners at such time. Any unit owner may also designate a different address or addresses for notices to him by giving written notice of his change of address to the Association. Notice addressed as above shall be deemed delivered when mailed by United States mail or when delivered in person with written acknowledgment of the receipt thereof, or, if addressed to a unit



owner, when deposited in his mail box in the building or at the door of his unit in the building. The post office certificate of mailing shall be retained as proof of such mailing.

23. SEVERABILITY

If any provision of this Declaration, the Articles of Incorporation or By-Laws shall be held invalid, it shall not affect the validity of the remainder of the Declaration, Articles and the By-Laws.

24. USE RESTRICTIONS

A. Single Family Residence. Units shall be utilized only for the purposes of single family residential use.

B. Leases. No lease or rental of a unit shall be made for a period of less than one (1) week and all lease or rental agreements shall be in writing.

C. Pets. No unit owner shall be entitled to keep or maintain a pet in excess of twenty-four (24) pounds upon the premises. No owner shall be entitled to more than two (2) pets and dogs shall be kept on leashes at all times when not in the condominium unit of the owner.

25. RIGHTS AND OBLIGATIONS

A. Unit Owners. The provisions of this Declaration, the Articles of Incorporation and the By-Laws, and the rights and obligations established thereby, shall be deemed to be covenants running with the land so long as the property remains subject to the provisions of the Condominium Act and shall inure to the benefit of and be binding upon each and all of the unit owners and their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees, and mortgagees. By the recording of the acceptance of a deed conveying a unit or any interest therein, or any ownership interest in the property whatsoever, the person to whom such unit or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of

the provisions of the Condominium Act, this Declaration, the Articles of Incorporation and the By-Laws.

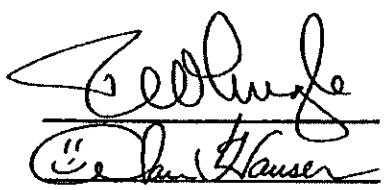
B. Mortgagees. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the unit number, any such holder, insurer or guarantor shall be entitled to timely written notice of:

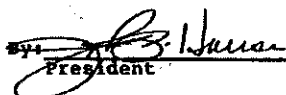
(1) Any condemnation loss or any casualty loss affecting a material portion of the project or any unit on which their mortgage is held, insured, or guaranteed;

(2) Any delinquency in payment of assessments or charges by an owner of a unit subject to a first mortgage held, insured or guaranteed by such person, which remains uncured for a period of sixty (60) days; or

(3) Any lapse, cancellation or material modifications of any insurance policy or fidelity bond maintained by the Association.

GULF GROUP, LTD. by HAD DEVELOPMENT CORPORATION, INC., General Partner



  
President

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing Declaration of Condominium was acknowledged before me this 14 day of APRIL, 1986, by JOHN HAUSER, the President of HAD DEVELOPMENT CORPORATION, INC., General Partner of GULF GROUP, LTD., on behalf of the corporation.

  
Notary Public

My commission expires: Nov 5, 1986

## EXHIBIT "A"

## LEGAL DESCRIPTION:

PARCEL 10D-1

That portion of Lot 10, Block 25, of Tierra Verde Unit One, Second Replat, according to the plat thereof recorded in Plat Book 59, Pages 90 through 94 inclusive of the Public Records of Pinellas County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot 10; thence run S. 18° 30' 10" W. Along the Westerly boundary thereof a distance of 142.81 feet to the Point of Beginning of the parcel of land hereinafter described; thence continue along said Westerly boundary, S. 18° 30' 10" W., a distance of 125.00 feet; thence leaving said Westerly boundary, run S. 87° 30' 17" E., a distance of 273.35 feet to a point on the Westerly right-of-way line of Pinellas Bayway, also known as State Road No. 693, the same being a point on a circular curve, concave in an Easterly direction having a radius of 5797.58 feet, said point bearing N. 88° 39' 06" W. from the center of said curve thence run Northerly along said right-of-way line and the arc of said curve, through a central angle of 01° 11' 09", a distance of 120.00 feet; thence leaving said right-of-way line, run N. 87° 27' 57" W., radial to the last described curve, a distance of 237.72 feet to the Point of Beginning.

Containing 0.70 acres more or less.

PARCEL 10D-2

That portion of Lot 10, Block 25, of Tierra Verde Unit One, Second Replat, according to the plat thereof recorded in Plat Book 59, Pages 90 through 94 inclusive of the Public Records of Pinellas County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot 10; thence run S. 18° 30' 10" W. along the Westerly boundary thereof a distance of 267.81 feet to the Point of Beginning of the parcel of land hereinafter described; thence continue along said Westerly boundary, S. 18° 30' 10" W., a distance of 73.76 feet; thence leaving said Westerly boundary, run S. 89° 15' 47" E., a distance of 295.40 feet to a point on the Westerly right-of-way line of Pinellas Bayway, also known as State Road No. 693, the same being a point on circular curve, concave in an Easterly direction having a radius of 5797.58 feet, said point bearing N. 89° 15' 47" W. from the center of said curve; thence run Northerly along said right-of-way line and the arc of said curve, through a central angle of 00° 36' 41", a distance of 61.86 feet; thence leaving said right-of-way line, run N. 87° 30' 17" W., a distance of 273.35 feet to the Point of Beginning.

Containing 0.43 acres more or less.

JOINDER AND CONSENT OF MORTGAGEE  
TO  
DECLARATION OF CONDOMINIUM  
OF  
THE COVE ON THE GULF, A CONDOMINIUM

COMES NOW, FLORIDA NATIONAL BANK, by and through its undersigned officers, the mortgagee on the real property submitted to the Declaration of Condominium of THE COVE ON THE GULF, A CONDOMINIUM, and does hereby consent to the recording of the aforesaid Declaration of Condominium and agrees to the subdivision of said real property in accordance with the aforesaid Declaration of Condominium.

DONE AND EXECUTED this 22<sup>nd</sup> day of May, 1986.

FLORIDA NATIONAL BANK

By: Paul V. Mellini  
Vice President

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that before me this 22 day of May, 1986, personally appeared Paul V. Mellini of FLORIDA NATIONAL BANK to me known to be the person described in and who executed the foregoing instrument and acknowledged the execution thereof to be a free act and deed as such officer for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 22 day of May, 1986.

MR. [Signature]  
Notary Public

My commission expires:

LAT. OFFICES OF  
DUNBAR, BOYER  
& RAYBURN  
A PARTNERSHIP  
PROFESSIONAL ASSOCIATION

20 BOKER  
1000 BOKER & BOKER  
BOKER & BOKER  
BOKER & BOKER

Notary Public, State of Florida at 11:33  
My Commission Expires JAN. 16, 1988

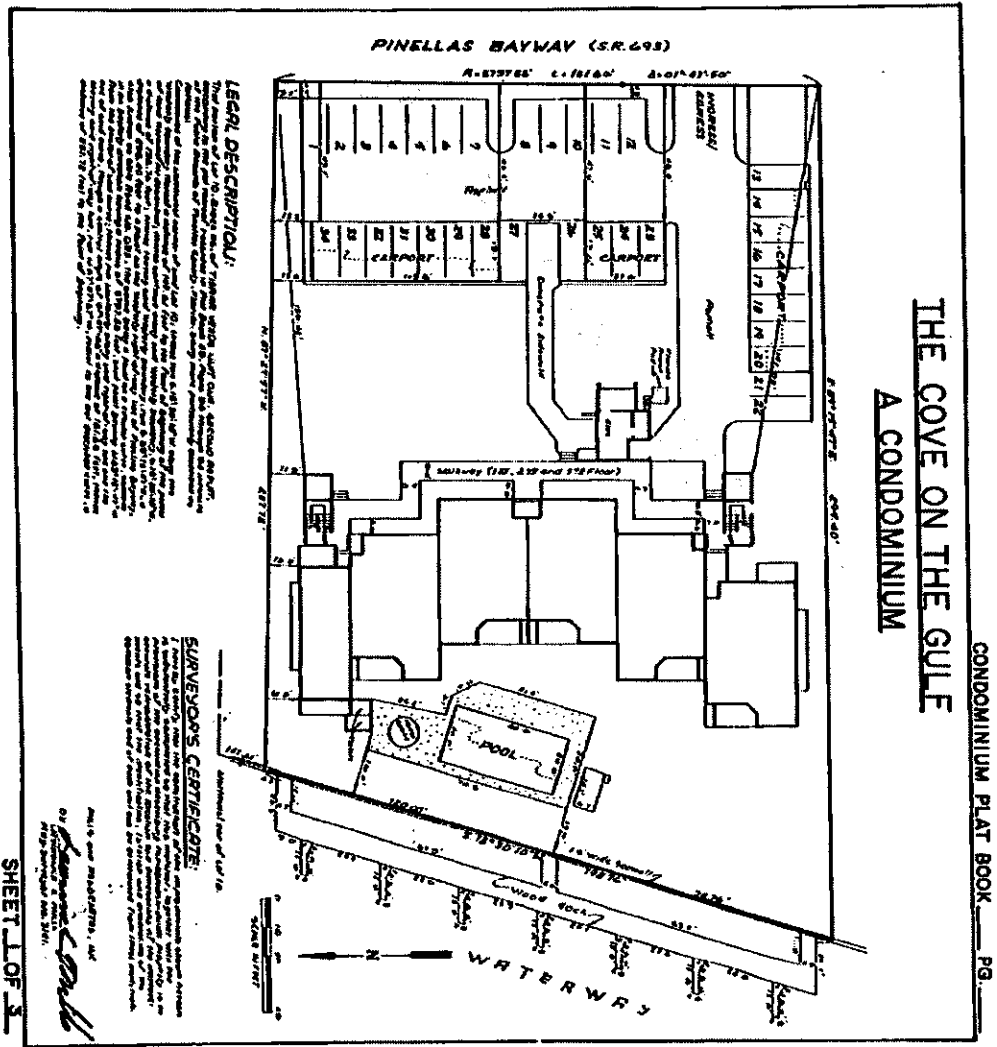


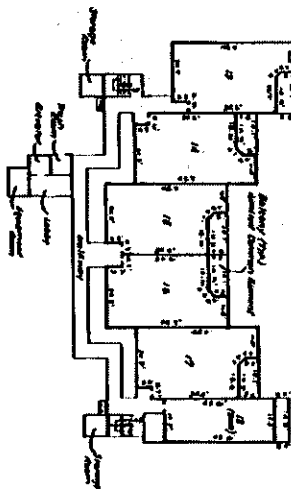
EXHIBIT "A"

THE COVE ON THE GULF  
A CONDOMINIUM

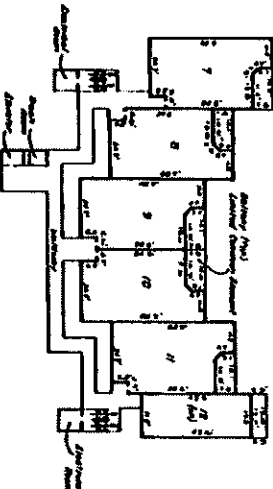
CONDOMINIUM PLAT BOOK — PS —

SCALE IN FEET

FIRST FLOOR PLAN



SECOND FLOOR PLAN



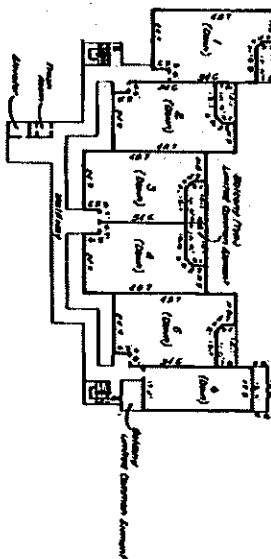
*James C. Hall*  
SHEET 2 OF 3

CONDOMINIUM PLAT BOOK PG.

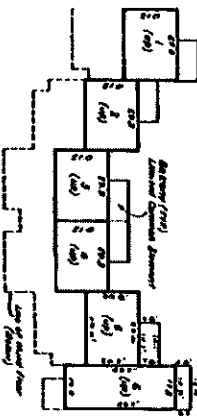
THE COVE ON THE GULF  
A CONDOMINIUM

1" = 10'-0"  
SCALE IN FEET

THIRD FLOOR PLAN



FOURTH FLOOR PLAN



*For more info*  
SHEET 1 OF 1

ARTICLES OF INCORPORATION  
OF  
THE COVE ON THE GULF CONDOMINIUM ASSOCIATION, INC.  
(A Corporation Not for Profit)

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

ARTICLE I - NAME AND PRINCIPAL  
PLACE OF BUSINESS OF THE CORPORATION

The name of this corporation, hereinafter called the "Association," shall be The Cove On The Gulf Condominium Association, Inc. Its principal office and place of business shall be at \_\_\_\_\_ Pinellas Bayway Boulevard, Tierra Verde, Florida, 33715. The Board of Directors may from time to time move the principal office of the Association to any other address in the State of Florida.

ARTICLE II- PURPOSE AND POWERS

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

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

- (a) To make and collect assessments against members of the Association for the purpose of defraying the charges and expenses of the condominium and of all other properties the Association shall hold, by whatever means,

EXHIBIT B



and operation of the Association. Assessments paid by unit owners shall be held in trust by the Association and used solely to pay:

(1) the cost of operation, maintenance, preservation, enhancement or repair of the condominium property and other costs related thereto, and

(2) the cost of administration of the affairs of the Association, including payment of applicable taxes and the preservation of the Association's existence, to the extent properly allocable to the performance of the Association's duties under the Declaration of Copdominium (all thereof, in the event that the Association undertakes no other activities); to the extent not expended in the year in which paid, assessments shall continue to be held in trust by the Association for the benefit of the unit owners to be expended solely for the aforesaid purposes or, upon any termination of the condominium, the unexpended portion shall be added to the common surplus for disbursement to the unit owners.

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

(c) To maintain, repair, replace and operate all condominium property.

(d) To purchase insurance upon condominium property and all properties the Association shall hold and insurance for the protection of the Association and its members.

(e) To improve condominium property further and, after casualty, to reconstruct improvements.

(f) To approve or disapprove the transfer, by sale, rental, gift, devise, bequest, succession, or otherwise, and the ownership and encumbrance of family units as may be provided by the Declaration of Condominium and by the By-Laws of the Association.

(g) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association, and the regulations for the use of the property of the condominium.

(h) To contract for the management and maintenance of the condominium property and to authorize a management agent to assist the Association in carrying out its powers and duties in performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repairs and replacement of common elements with funds as shall be available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

(i) To purchase, lease, receive by gift, or otherwise acquire possessory or use interests in real and personal property, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members of the Association.

(j) To contract for the management, operation and upkeep of any and all property held or controlled by the Association.

(k) To encumber, lease or grant other possessory or use interests in any and all property which the Association may acquire or control, including but not limited to any recreational facilities.

(l) To enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply

with the requirements of the law of the State of Florida with regard to maintenance of records.

(m) To enter into such other contracts or agreements reasonably necessary, or convenient for the proper exercise of the rights, powers, duties and functions of the Association.

(n) To employ all personnel reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.

(o) To exercise any and all common law and statutory powers, although not specifically recited above, of a corporation not for profit, and of an association within the meaning of the Condominium Act, reasonably necessary or convenient to carry out and perform the purpose for which the Association is organized and its enumerated powers.

(p) To enact rules and regulations concerning the use and enjoyment of the units, the common elements and of the property owners by the Association.

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

director or officer of such other corporation or not so interested.

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

Section 1. The subscribers constitute the sole members of this Association until the recording of a Declaration of Condominium naming this Association as the association thereunder. Upon the recording of the Declaration, GULF GROUP, LTD., shall own all memberships in the Association. At such time as the purchase price is paid and the deed to a unit is issued, the owner thereof shall become a member.

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

Section 3. Membership shall not be transferable, except as provided herein or in any Declaration of Condominium naming this Association as the association thereunder. The membership of any unit owner shall terminate upon the termination of his condominium, or upon transfer of his ownership in the unit, provided the transfer is accomplished in accordance with the provisions of the Declaration of Condominium. The transferor's membership shall automatically transfer and be vested in the new owner succeeding to the ownership interest in the unit, subject to a lien thereon for all undischarged assessments, charges and expenses. The Association may rely on a recorded deed as evidence of transfer of a unit and thereupon terminate the transferor's membership and recognize the membership of the transferee.

ARTICLE IV - TERM OF EXISTENCE

The Association shall have perpetual existence.

## ARTICLE V - NAMES AND RESIDENCES OF THE SUBSCRIBERS

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

| <u>Name</u>  | <u>Residence Address</u>                      |
|--------------|---|
| John Hauser  | 557 Pinellas Bayway<br>Tierra Verde, FL 33715 |
| Al Hauser    | 557 Pinellas Bayway<br>Tierra Verde, FL 33715 |
| Robert Angle | 557 Pinellas Bayway<br>Tierra Verde, FL 33715 |

## ARTICLE VI - OFFICERS

Section 1. The officers of the Association shall consist of a President, one or more Vice Presidents, a Secretary, a Treasurer, and any assistants to such officers as the Board of Directors may deem appropriate from time to time.

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

| <u>Name</u>  | <u>Office</u> | <u>Address</u>                                |
|--------------|---------------|---|
| John Hauser  | President     | 557 Pinellas Bayway<br>Tierra Verde, FL 33715 |
| Al Hauser    | Secretary     | 557 Pinellas Bayway<br>Tierra Verde, FL 33715 |
| Robert Angle | Treasurer     | 557 Pinellas Bayway<br>Tierra Verde, FL 33715 |

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

## ARTICLE VII - BOARD OF DIRECTORS

Section 1. The affairs and business of this Association shall be managed and conducted by a Board of Directors consisting of not less than three (3) nor more than nine (9) persons.

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

| <u>Name</u>  | <u>Term</u> |
|--------------|-------------|
| John Hauser  | 1 yr.       |
| Al Hauser    | 1 yr.       |
| Robert Angle | 1 yr.       |

Section 3. At the expiration of the term of such initial Director, his successor shall be elected by the members of the Association to serve for a term of one (1) year. A Director shall hold office until his successor has been elected and qualified; provided, however, that the terms and eligibility of directors shall be governed by the provisions of Section 718.301, Florida Statutes, when applicable. The members of the Association may establish, by majority vote, two year alternating terms for members of the Board of Directors. By such vote the members shall also establish the method by which the alternating terms shall be initiated and shall further determine the number of members which the Board of Directors shall have.

Section 4. Directors may be removed with or without cause, by a majority vote of the membership at any annual meeting or any special meeting duly called therefor.

Section 5. In the event of a vacancy on the Board by reason of death, resignation or otherwise, a majority of the Board is authorized to fill the vacancy until the next annual meeting. If after a written request of any member of the Association that the vacancy be filled, the Board fails or refuses to fill the vacancy for a period of ninety (90) days from the receipt of such notice, then the vacancy shall be filled by the members of the Association at a duly called meeting.

Section 6. Annual meetings of the Board shall be held immediately following the annual meeting of the members and at the same place. Special meetings of the Board may be called by the President, Secretary, or a majority of the Board upon notice by telegram or by United States mail to each Director sent at

least three (3) days prior to the date of the meeting. A majority of the Directors, by waiving notice of a special meeting or consenting to or taking any action, may cause such action to be taken without a formal meeting.

#### ARTICLE VIII - BY-LAWS

The By-Laws of the Association are to be made or approved by the Board of Directors initially and thereafter may be amended, altered, modified or rescinded by the action or approval of the members of the Association, except that any such change of the By-Laws shall not affect the rights or interest of the Developer of the condominium, or the mortgagees of any condominium property or family unit without the written consent of the Developer or the mortgagee, respectively, to the extent such written consent may be required by the Developer or mortgagee. The manner of altering, modifying, amending or rescinding the By-Laws shall be provided for in the By-Laws.

#### ARTICLE IX - AMENDMENTS TO THESE ARTICLES

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

Section 2. No amendment shall make any change in the qualifications for membership without approval in writing of all members and the joinder of all record holders of mortgages upon any condominium property or upon property held by the Association. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium of the condominium governed by this Association.

ARTICLE X - VOTING

Section 1. Each member in good standing shall be entitled to one vote. Any unit owned by more than one person or by a corporation, partnership, or trust shall be entitled to only one vote, to be cast by a designee of the holder or holders. If the designation is not filed with the Secretary prior to the commencement of the meeting in which the vote may be exercised, the unit shall not be voted. The designation may be drawn to apply to a specific meeting or to any and all meetings until revoked by the owner or owners of the unit.

Section 2. Votes may be cast either in person, by proxy or by a voting trustee or trustees, each of whom may, but need not, be an officer or Director of the Association, or affiliated with the developer. All proxies and voting trust agreements must be in writing and filed with the Secretary at least two (2) days before the time appointed for each meeting. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof.

Section 3. All members of the Association shall be entitled to vote upon matters affecting the Association, its property, and other possessory interests or uses and election of Directors.

Section 4. A membership shall be deemed in "good standing" upon evidence of ownership of a condominium unit and membership shall pass as an appurtenance thereto.

ARTICLE XI - ADDITIONAL PROVISIONS

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



Section 2. The Association shall not be operated for profit. No dividend shall be paid, and no part of the income of the Association shall be distributed to its members, Directors or officers. The Association may pay compensation in a reasonable amount to its members, Directors or officers for services rendered, may confer benefits upon its members in conformity with its purpose, and upon dissolution or final liquidation may make distributions to its members as permitted by the court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

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

Section 4. Every member of the Board of Directors and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party, or in which he may become involved, by reason of his being, or having been, a member of the Board of Directors or officer of the Association, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, whether or not he is a member of the Board of Directors or officer at the time such expenses are incurred.




#### ARTICLE XII - SEVERABILITY

Should any paragraph, sentence, phrase, or portion thereof, of any provision of these Articles or of the By-Laws or rules and regulations be held invalid, it shall not affect the validity of the remaining parts thereof or of the remaining instruments.

ARTICLE XIII - APPOINTMENT OF  
AGENT FOR SERVICE OF PROCESS

Pursuant to Section 48.091, Florida Statutes, Al  
Hauser, 557 Pinellas Bayway, Tierra Verde, Florida, 33715, is  
appointed agent for service of process upon The Cove On The Gulf  
Condominium Association, Inc.

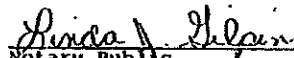
IN WITNESS WHEREOF, the subscribing incorporators have  
hereunto set their hands and seals and caused these Articles of  
Incorporation to be executed this 8<sup>th</sup> day of April,  
1986.

 (SEAL)  
JOHN HAUSER  
 (SEAL)  
AL HAUSER  
 (SEAL)  
ROBERT ANGLE

PENN.  
STATE OF FLORIDA  
WAYNE  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day before me, the  
undersigned authority, personally appeared JOHN HAUSER, AL  
HAUSER and ROBERT ANGLE, to me known to be the persons described  
as subscribers in, and who executed the foregoing Articles of  
Incorporation, as their own free act and deed.

WITNESS my hand and official seal at Dunedin, Florida,  
this 8<sup>th</sup> day of April, 1986.

  
Notary Public

My commission expires:

LINDA J. HILPIN, NOTARY PUBLIC  
STEELE TOWNSHIP, WAYNE COUNTY  
MY COMMISSION EXPIRES SEPT. 22, 1986  
Member, Pennsylvania Association of Notaries

BY-LAWS  
OF  
THE COVE ON THE GULF CONDOMINIUM ASSOCIATION, INC.  
(A Corporation Not for Profit)

ARTICLE I - GENERAL

Section 1 - Name and Address. The name, address and term of existence of the Association shall be set forth in the Articles of Incorporation.

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

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

ARTICLE II - MEETINGS

Section 1 - Meetings. All annual and special meetings of the Association shall be held at such place as may be permitted by law and from time to time fixed by the Board of Directors and designated in the notices of meeting.

Section 2 - Annual Meetings. Annual meetings of the members of the Association shall be held during the first 15 days of January of each year at a date, time and place fixed by the Board of Directors. Notice of the meeting, which shall include an agenda, shall be mailed to each member thirty (30) days prior thereto. In addition to such written notice, the Secretary shall conspicuously post notice of the annual meeting on the condominium property at least fourteen (14) days prior thereto.

Section 3 - Special Meetings. Special meetings of the members, for any purpose or purposes, whether or not specifically required by these By-Laws, the Articles of Incorporation, or any Declaration of Condominium naming this Association as the association thereunder, may be called by the President, Vice President, Secretary, or a majority of the Board of Directors.

EXHIBIT C

Section 4 - Special Meeting Business. No business shall be transacted at any special meeting except as stated in the notice thereof unless by consent of persons present having two-thirds (2/3rds) of the votes. Notice shall be given by the Secretary of all special meetings, or if the Secretary shall fail to do so, by the President or the Board of Directors, not less than ten (10) days before the date thereof, stating the date, time and place of the meeting and the purpose or purposes thereof. Notice deposited in the mail, postage prepaid, and addressed to the members' last known address according to the Association's records, within the prescribed time or, in lieu of mailing, delivered by hand to the members or left at their residences in their absence, shall suffice.

Section 5 - Quorum. Persons entitled to at least fifty percent (50%) of the votes shall constitute a quorum.

Section 6 - Majority Vote. When a quorum is present at any meeting, the holders of a majority of the voting rights present in person or represented by written proxy or by voting trustee shall decide any question brought before the meeting, unless the question is one upon which by express provision of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, or these By-Laws, a different vote is required, in which case the express provision shall govern and control.

Section 7 - Order of Business. The order of business at all meetings shall be as prescribed in the agenda prepared by the Board of Directors and submitted to the members with the notice of each meeting.

#### ARTICLE III - BOARD OF DIRECTORS

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

Section 2 - Annual Meeting. The annual meeting of the Board shall be held immediately following the annual meeting of the members and at the same place.

Section 3 - Regular Meetings. Regular meetings of the Board may be held at such time and place permitted by law and from time to time as may be determined by the Directors, and special meetings may be called by the President or a majority of the Board. Notice of regular and special meetings of the Board shall be given to each Director by telegram or by United States mail sent at least three (3) days prior to the meeting as provided in Section 2. The Board may, by resolution duly adopted, establish regular monthly, quarterly, or semiannual meetings. All meetings of the Board shall be open to the members of the Association, who shall be given conspicuously posted notice forty-eight (48) hours in advance thereof except in an emergency.

Section 4 - Quorum. At all meetings of the Board, a majority shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority present at any meeting shall be the act of the Board, except as may be otherwise specifically provided by statute or by the Articles of Incorporation. By waiving notice or otherwise consenting to or taking action in writing, the Board may cause such action to be taken without a formal meeting; provided, however, that such waiver and consent shall be by all members of the Board.

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

Section 6 - Powers and Duties. The Board shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and for the exercise of its rights, powers, duties and functions. The Board may do or cause to be done all other lawful acts and things that are not by law, the Declaration of

Condominium, these By-Laws or the Articles of Incorporation or otherwise, directed or required to be done or exercised by the members of the Association.

#### ARTICLE IV - OFFICERS

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

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

Section 3 - Vice-President. The Vice-President or Vice-Presidents shall be vested with all of the powers required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors. In the event there is more than one Vice-President, the Board of Directors may prescribe the order in which the Vice-Presidents shall assume control in the absence of the President.

Section 4 - Secretary. The Secretary shall keep, or cause to be kept, the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the

Association and affix it to instruments requiring a seal when duly signed. He shall keep, or cause to be kept, the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of an Association and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 5 - Treasurer. The Treasurer shall have responsibility for all property of the Association, including funds, securities and evidences of indebtedness. He shall keep, or cause to be kept, the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

**ARTICLE V - MANNER OF COLLECTING FROM THE  
UNIT OWNERS THEIR SHARES OF THE COMMON EXPENSES**

The Association shall collect from the unit owners their respective shares of the common expense in accordance with procedure prescribed in Article 8 of the Declaration of Condominium.

**ARTICLE VI - AUTHORITY OF DIRECTORS**

Section 1 - Rules and Regulations. The Board of Directors is authorized to adopt or to amend rules and regulations, not inconsistent with the Declaration of Condominium and the Articles of Incorporation of The Cove On The Gulf Condominium Association, Inc., governing the manner of use of the family units and appurtenances, the common elements, and all the facilities owned or controlled by the Association. The Board may, when appropriate, make reasonable delegation of its rule-making authority to officers or employees of the Association.

Section 2 - Inspection of Records. The Association shall maintain accounting records, current copies of the Declaration of Condominium, the Articles of Incorporation, By-Laws,

rules and regulations, and other documents, books, records and financial information for the condominium. All accounting records shall be maintained in accordance with good accounting practices. All such records and documents shall be open to inspection by unit owners or their authorized representatives or by the holders, insurers or guarantors of any first mortgage at all reasonable times.

Section 3 - Audited Financial Statement. The Board of Directors, upon request of the holders of fifty-one (51%) percent or more of first mortgages, shall provide an audited financial statement to said mortgagees. The expense for said statement shall be borne by the said mortgagees and shall be furnished by the Board of Directors within a reasonable time following such request.

#### ARTICLE VII - SEVERABILITY

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

#### ARTICLE VIII - AMENDMENT

Amendments to these By-Laws shall be proposed by a resolution adopted by a two-thirds (2/3rds) vote of the Board of Directors. The resolution shall then be presented to the membership of the Association. An affirmative vote of two-thirds (2/3rds) of the entire membership shall be necessary to amend the By-Laws.

#### ARTICLE IX - ANNUAL BUDGET


Section 1 - Annual Budget. At the annual meeting of the Association, prior to the election of Directors, the proposed budget for the ensuing year shall be presented by the Directors for discussion by the membership. Following discussion, the Board shall vote to approve the budget. In the event that the proposed budget for the ensuing year exceeds one hundred fifteen




percent (115%) of the budget for the prior year, then the unit owners shall vote to approve or disapprove the proposed budget. If the proposed budget is disapproved, the annual meeting shall be adjourned until the budget proposed can be modified and again presented to the membership for its approval.

Section 2 - Reserves. In addition to actual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated replacement cost of such reserve item. The Association may establish an alternative policy with regard to reserves, provided that the Association shall have first complied with the requirements of Chapter 718, Florida Statutes, governing the same.

The foregoing were adopted as the By-Laws of The Cove On The Gulf Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors.

  
Secretary

APPROVED:

  
President

# TAB 1

ORIGINAL

D.A. 5922 PAGE 505

85019037



## DISTRIBUTION EASEMENT

THIS EASEMENT, Made this day between The Gulf Group  
New Jersey Limited partnership  
 (State) XXXXXXXXXX

its successors and assigns ("GRANTOR"), and FLORIDA POWER CORPORATION, a Florida corporation, its successors, lessees and assigns ("GRANTEE");

WITNESSETH, That, for and in consideration of the mutual benefits, covenants and conditions herein contained, GRANTOR grants and conveys to GRANTEE an easement to install, operate and maintain in perpetuity or until the use thereof is abandoned, such facilities as may be necessary or desirable for providing electric energy and service and communication services; said facilities being located in the following described "Easement Area" within GRANTOR's premises in Pinellas County, Florida, to wit:

A ten (10) foot wide Easement Area defined as comprising the area to five feet to either side of the centerline of all Florida Power Corporation facilities on the property described in attached Exhibit "A".

rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; (b) the right for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities; (c) the right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of GRANTOR, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (d) the right for GRANTEE to trim or remove any timber adjacent to but outside the Easement Area which, in the opinion of GRANTEE, endangers or interferes with the safe and efficient installation, operation or maintenance of said facilities; (e) the reasonable right for GRANTEE to enter upon land of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges reasonably necessary or convenient for GRANTEE's safe and efficient installation, operation and maintenance of said facilities and for the enjoyment and use of said easement for the purposes described above.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If fences are installed, they shall be placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than six feet (6') on the opening side and one foot (1') on the other three sides of any pad mounted transformer. If GRANTOR's future orderly development of the premises is in physical conflict with GRANTEE's facilities, GRANTEE

This document prepared by  
 BLAIR W. CLARK  
 RETURN TO: Real Estate Dept.  
 Florida Power Corporation  
 P. O. Box 14042  
 St. Petersburg, FL 33733

Documentary Tax \$ 14677566 72 1. 28JAB5  
 45 REC 13.00 \$ 49 13.00  
 41 US 145 41 0.45  
 43 Int 1345 TOTAL 13.45 CHK  
 By Blair W. Clark

Corporate 913 532 (5)

ALG:rab PS1 Section 20 Township 32 South Range 16 East County Pinellas  
 Project Name: The Cove on the Gulf, 1006 Pinellas Bayway, Tierra Verde, Florida

FILED IN FLORIDA  
 Clerk of Circuit Court  
 JAN 28 3 16 PM '85

UNOFFICIAL

shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon Easement Area in GRANTOR's premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation.

GRANTOR covenants not to interfere with GRANTEE's facilities within the Easement Area in GRANTOR's premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property, resulting from interference with GRANTEE's facilities by GRANTOR or by GRANTOR's agents or employees.

GRANTOR hereby warrants and covenants (a) that GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE, and (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the GRANTOR has caused this easement to be signed in its corporate name by its proper officers thereunto duly authorized and its official corporate seal to be hereunto affixed and attested this 14 day of December, 19 84.

WITNESSES:

Maureen Nichols  
Darryl Davis

The Gulf Group, limited partnership  
MEMBER OF KCM COMPANY  
By J. B. Hays President  
Attest Edna Houser Secretary

STATE OF Florida )  
COUNTY OF Pinellas ) ss.

The foregoing easement was acknowledged before me this 14 day of December, 19 84.

by J. B. Hays G.P. as President and by  
at Edna Houser as Secretary, respectively.

of Condon Corporation, The Gulf Group, Limited Partnership  
a corporation of the State of Florida, on behalf of the corporation as GRANTOR.



Maureen Nichols  
Notary Public

The Cove on the Gulf  
1006 Pinellas Bayway  
Tierra Verde, Florida

Exhibit "A"

Legal Description:

That portion of Lot 10, Block 25, of TIERRA VERDE, UNIT ONE, SEGONDO REPLAT, according to the plat thereof recorded in Plat Book 59, Pages 90 through 94 inclusive of the Public Records of Pinellas County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot 10: thence run S.  $18^{\circ}31'10''$ W. along the Westerly boundary thereof a distance of 262.81 feet to the Point of Beginning, of the parcel of land hereinafter described; thence continue along said Westerly boundary, S.  $18^{\circ}30'10''$  W., a distance of 78.76 feet; thence leaving said Westerly boundary, a run S.  $89^{\circ}15'47''$ E., a distance of 295.40 feet to a point on the Westerly right-of-way line of Pinellas Bayway, also known as State Road No. 693, the same being a point on a circular curve, concave in an Westerly direction having a radius of 5797.58 feet, said point bearing N.  $89^{\circ}15'47''$ W., from the center of said curve; thence run Northerly along said right-of-way line and the arc of said curve, through a central angle of  $00^{\circ}39'39''$ , a distance of 66.86 feet; thence leaving said right-of-way line, run N.  $87^{\circ}32'43''$ W., a distance of 271.87 feet to the Point of Beginning.

Containing 0.46 acres more or less. (20,159 square feet)

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