

DECLARATION OF CONDOMINIUM  
OF  
SEA TRAIL TOWNHOMES, A CONDOMINIUM

THIS DECLARATION, made this 15 day of June, 1995, by SEA TRAIL DEVELOPMENT CORP., a Florida corporation, hereinafter called the Developer, for itself, its successors, grantees and assigns:

1. SUBMISSION TO CONDOMINIUM OWNERSHIP: The purpose of this Declaration is to submit certain of the lands herein described and certain of the improvements thereon to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes (hereinafter referred to as the "Condominium Act"). The undersigned, SEA TRAIL DEVELOPMENT CORP., a Florida corporation, hereinafter referred to as the Developer, hereby submits fee simple interest in the condominium property, as hereinafter described, to condominium ownership. The legal description of the land initially included in this condominium is as set forth on Exhibit A attached to and made a part hereof under the heading of "Sea Trail Townhomes, A Condominium". All provisions of this Declaration shall be construed to be perpetual covenants running with the land and with every part thereof and interest therein, and every condominium parcel owner and claimant of land or any part thereof, or interest therein, and his heirs, executors and administrators, successors and assigns, shall be bound by all of the provisions of this Declaration, unless this Declaration shall be terminated, pursuant to the Condominium Act or as provided herein. Both the burdens imposed and the benefits inured to shall run with each condominium parcel as herein defined.

2. NAME AND ADDRESS OF CONDOMINIUM: The condominium is to be identified as SEA TRAIL TOWNHOMES, A CONDOMINIUM, and it is located at 1206 Gulf Boulevard, Indian Rocks Beach, Pinellas County, Florida.

3. DEFINITIONS: For all purposes of this Declaration and for all purposes of the Articles of Incorporation, By-Laws and Regulations, the following words shall have the definitions as hereinafter stated:

- (a) "Association" means the SEA TRAIL HOMEOWNER'S ASSOCIATION, INC., a corporate entity which is responsible for the day-to-day operation of the condominium.
- (b) "Common Elements" - The condominium property which is not included within the condominium units. Refer to Paragraph 6 of this Declaration.
- (c) "Condominium Apartment" or "Unit" - A condominium unit or apartment is that part of the condominium property which is subject to exclusive ownership.
- (d) "Condominium Parcel" - The condominium unit, together with a share in the common elements appurtenant thereto.
- (e) "Developer" - The Developer is SEA TRAIL DEVELOPMENT CORP., a Florida corporation.
- (f) "Limited Common Elements" - Portions of the common element which are reserved for the exclusive use of a certain unit to the exclusion of all other units.
- (g) "Member" - An owner who is a member of the SEA TRAIL



HOMEOWNER'S ASSOCIATION, INC. a Florida non-profit membership association herein referred to as "The Association".

- (h) "Owner" - That person or entity owning a condominium unit within SEA TRAIL TOWNHOMES, A CONDOMINIUM.

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

4. SHARES OF OWNERSHIP OF COMMON ELEMENTS AND SHARES OF COMMON EXPENSES AND OF COMMON SURPLUS: The undivided shares in the common elements, appurtenant to each of the condominium units, are set forth below in fractions. These same figures in fractions also constitute the shares of each condominium unit with respect to common expenses and common surplus.

UNIT #	SHARE
1	1/6
2	1/6
3	1/6
4	1/6
5	1/6
6	1/6

It is understood that the figures concern shares of expenses in connection with any assessments, insurance, maintenance contracts and all other expenditures for which the Association shall be responsible.

5. DEVELOPER'S GUARANTEE AND OBLIGATION TO PAY COMMON EXPENSES AND ASSESSMENTS: The Developer shall be excused from the payment of common expenses and assessments for condominium units owned for a period of eighteen (18) months from the recordation of this Declaration of Condominium in the Public Records of Pinellas County, Florida, provided that the expenses and assessments do not exceed the proposed budget during the said 18 month period. The Developer shall, however, be obligated to pay the portion of common expenses incurred in that period which exceed the amount assessed against other owners (\$181.00 per month or \$2,171.00 per year, per unit).

6. COMMON ELEMENTS: Common elements, in addition to the definitions listed in the Florida Statutes include the following items:

(a) Cross easements for ingress, egress, support, maintenance, repair, replacement and utilities.

(b) Easements for encroachments by the perimeter walls, ceilings and floors surrounding each condominium unit and the condominium building caused by the potential settlement or movement of the building, subsequent to the construction or by natural disaster or caused by minor inaccuracies in building or rebuilding of each condominium unit or the condominium building which now exists or hereafter may exist; such easements shall continue until such encroachments no longer exist.

(c) Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services and fire protection to units and to the common elements.



7. LIMITED COMMON ELEMENTS: Limited common elements shall mean and include those common elements which are reserved for the use of a certain unit or units to the exclusion of others. The areas lying adjacent to and which afford exclusive access to the entranceways to the front and rear of the units, balconies, driveways, and air-conditioner compressor pads servicing units, exterior to unit boundaries, are hereby declared limited common elements for the exclusive use of the unit owners of the such units.

8. THE ASSOCIATION: The Developer and all owners whose interests are evidenced by the recordation of a proper instrument in the Public Records of Pinellas County, Florida, shall automatically be members of the Association and such membership is automatically terminated when such persons have divested themselves of all such interests. The affairs of the condominium shall be conducted by the Association. Such Association shall be a membership non-profit corporation known as SEA TRAIL HOMEOWNER'S ASSOCIATION, INC. A copy of the Articles of Incorporation and Certificate of Incorporation being attached hereto as Exhibit "B". By-Laws of the Association are attached hereto as Exhibit "C" and made a part hereof as though set out in full.

9. VOTING RIGHTS OF OWNERS OF UNITS: The owner or owners of a single condominium unit shall be entitled to one (1) vote per unit. Voting may be by proxy in accordance with the provisions of the By-Laws of the condominium Association. A person or entity owning more than one condominium parcel shall be designated as a voting member for each condominium parcel which he or it owns. All affairs, policies and regulation of the property shall be controlled by a Board of Directors. The Board of Directors and its functions shall be organized and will function according to the Articles of Incorporation and the By-Laws.

10. CONDOMINIUM UNIT BOUNDARIES: Each condominium unit shall include that part of the building within which it is located with the boundaries thereof being as set forth hereinbelow.

(a) The upper boundaries shall be the plane of the lower surfaces of the ceiling of each unit. The entire thickness of drywall installed within units shall be deemed inside the boundaries.

(b) The lower boundary of all units shall be the unfinished surface of the floor.

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

(d) The perimetrical boundaries of the unit shall be the vertical plane of the undecorated and/or unfinished inner surfaces of the walls bounding the unit, extended to intersections with each other and with the upper and lower boundaries. The entire thickness of drywall installed within units shall be deemed inside the boundaries. The entire thickness of glass walls and windows within a unit shall be deemed interior to the boundaries.

11. PARKING SPACES: Each unit will have two (2) interior parking spaces; other parking spaces will be unreserved.

12. AMENDMENT OF DECLARATION: This Declaration may be amended by a majority of total voting interests of the owners; provided, however, no amendment shall be made which shall in any manner impair the security of any institutional lender having a mortgage or other lien against a condominium parcel or any other holders of liens of record. The provisions of this Paragraph shall not apply to any amendment attempting to change any condominium unit, the



voting rights of members of the condominium, percentages of common elements or any provisions contained herein pertaining to termination. Any such change will require an affirmative vote of all of the owners of all the units affected and the joinder in the execution of such an amendment by all record owners of liens or mortgages on all units affected.

13. CONVEYANCE BY DEVELOPER: The Developer will convey, by Warranty Deed, a marketable or insurable fee simple title, along with an undivided share in the common elements specified in the Declaration subject to the following exceptions:

(a) The provisions of the Declaration of Condominium, By-Laws of the Association and Rules and Regulations of the said Association.

(b) Real estate taxes for the years subsequent to delivery of possession.

(c) Restrictions of record zoning or other restrictions upon the use of the property as may be imposed by governmental authorities.

(d) Liens for materials furnished or work done at the request of the Purchaser.

14. ASSESSMENTS, LIABILITY, MAINTENANCE LIEN AND PRIORITY INTEREST, COLLECTION: Common expenses shall be assessed, as provided by law, upon each condominium owner by the Association as provided herein:

Every assessment, regular or special, made hereunder and costs incurred in collection of same, including reasonable attorney's fees, shall be secured by a lien against the condominium parcel and all interests therein owned by the members against which the assessment is made. Such lien shall rise in favor of the Association and shall come into effect upon recordation and shall be determined to be prior to and superior to the creation of any homestead status for any condominium parcel and to any subsequent lien or encumbrance.

15. MAINTENANCE:

(a) The Association shall maintain, repair and replace, at the Associations own expense:

(1) All portions of the units contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building and load bearing columns.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services, other than air-conditioning, which are exterior to the boundaries of the unit.

(3) All incidental damage caused to unit by such work will be promptly repaired at the expense of the Association.

(4) All systems which service more than one (1) unit.

(5) All common elements and portions of limited common elements which are not the responsibility of unit owners as set forth hereinbelow.

(b) The condominium unit owners shall be responsible for the



following:

(1) To maintain in good condition, repair and replace at his own expense, all portions of the unit except those portions to be maintained, repaired or replaced by the Association. Such work shall be done without disturbing the rights of other unit owners, if at all possible.

These areas shall include, but not be limited to, the following even though they may be located in the limited common elements:

(aa) Repair of all water leaks within the unit.

(bb) Repair of any and all electrical defects, as the case may be, within the unit.

(cc) All heating and air-conditioning repairs or replacement as may be necessary for the heating and air-conditioning equipment servicing the particular affected unit. This shall include specifically, but not limited to, entire replacement of such equipment or replacement of compressors, air handlers or other allied equipment; each individual unit owner shall be responsible for regular maintenance of such equipment including servicing, changing filters, etc.

(dd) Individual security systems. (Must be approved by the Association)

(ee) Storm shutters. (Must be approved by the Association)

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building.

(3) To promptly report to the Association any defects or needs for repairs, of which the responsibility for remedy is that of the Association.

(4) No condominium parcel owner shall make any alterations in the portions of the building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement, without first obtaining approval from the Board of Directors of the Association.

(5) Unit owners having the exclusive use of balconies shall keep and maintain same at the respective unit owner's cost and expense.

16. MAINTENANCE AND ALTERATION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS:

(a) The maintenance and operation of the common elements and limited common elements, other than those to be maintained by unit owners as set forth in Paragraph 15 herein, of the building shall be the responsibility and expense of the Association.



(b) The real property being submitted to common ownership is a completed, improved property prior to closing. There shall be no alteration or further improvement of the real property constituting the common elements thereof without prior approval in writing by the owners of not less than three-fourths (3/4) of the common elements, except as provided herein or by the By-Laws, and such alteration and improvement shall not interfere with the rights of any unit owner, if at all possible.

17. ENFORCEMENT OF MAINTENANCE: In the event the owner of a unit fails to maintain it as required above, the Association or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions.

18. EASEMENTS: A non-exclusive easement is hereby claimed for the use and benefit of all unit owners as part of the common elements for the use and benefit of all unit owners, their guests and invitees for ingress and egress over streets, walks, stairways, elevators and other right-of-ways servicing the units of the condominium in order to provide reasonable access to public ways. Such easement shall not be encumbered by any leasehold or lien other than those on the condominium parcels.

19. INSURANCE: The insurance, other than title insurance, which shall be carried upon the condominium property and the property of the condominium owners, shall be governed by the following provisions:

(a) All insurance policies upon the condominium property shall be purchased in the name of the Association for the benefit of the Association and the condominium parcel owners and their mortgagees, as their interest may appear, and provisions shall be made for the issuance of certificates or mortgagee endorsements to the mortgagees. Condominium parcel owners should obtain insurance at their own expense upon their own personal property, including items of furniture, fixtures and equipment which may be excluded from the Association's insurance policies and for their personal liability and living expenses. Coverages should be coordinated on a regular basis in order to ensure full coverage and eliminate duplicate insurance coverages which may be caused by periodic changes in the Florida Statutes, (Chapter 718, as amended), the Florida Administrative Code or Federal law and for their personal liability and living expense.

(b) Coverage:

(1) Casualty: All buildings and improvements on the land and all personal property included in the condominium property, other than personal property owned by the condominium parcel owners, shall, to the extent of available coverage, be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation cost. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time will be customarily covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism and malicious mischief coverage, damage caused by high wind and rising water (flood).

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



(3) Workmen's Compensation: Workmen's Compensation to meet the requirements of the law.

(c) Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the general expense account.

(d) All insurance policies purchased by the Association shall be for the benefit of the Association and the condominium parcel owners and their mortgagees, as their interest may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association. Proceeds on account of damage to common elements shall be held as property of the condominium parcel owners in accordance with the percentages herein specified.

(e) In the event a loss occurs to any improvement within any of the units alone, without the loss occurring to any of the improvements within the common elements, payment under the insurance policies shall be made to the condominium parcel owners owning such units, and their mortgagees, if there be mortgages on said units, as their interest may appear, and it shall be the duty of those condominium parcel owners to effect the necessary repairs to the improvements within their respective units. Any deductibles applicable under such insurance policies shall be paid by the affected unit or units.

(f) In the event that loss occurs to improvements within units and the contiguous common elements or to improvements within the common elements alone, payments under insurance policies shall be made jointly to the Association and to the holders of mortgages on the units and the proceeds shall be expended or disbursed as follows:

(1) If the mortgagees agree, all payees shall endorse the insurance company's check to the Association and the Association will promptly contract the necessary repairs to the improvements within the common elements and within the damaged units. In the event the insurance proceeds should be sufficient to repair all of the damage within the units, but insufficient to repair all the covered improvements within the common elements the proceeds shall be applied first to completely repair the damage within the units, covered by the Association's policy or policies, and the balance of the funds shall be apportioned to repair improvements within the common elements, and the condominium parcel owners shall be subject to a special assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within the common elements.

(2) In the event all mortgagees do not agree to the endorsement of the proceeds as provided in Paragraph 19(f)(1) above, all payees shall endorse the insurance company's check to the institutional first mortgagee owning and holding the oldest recorded mortgage encumbering any unit, which mortgagee shall hold the insurance proceeds in escrow and the escrow agent (should there be no such institutional first mortgagee or none with legal capacity to perform such escrow, then the payees shall endorse the insurance check to the Association as escrow agent) shall disburse the funds as follows:

(aa) In the event any institutional first mortgagee demands application of insurance proceeds to the



payment of its loan, the escrow agent shall distribute such proceeds jointly to the respective unit owners sustaining damages, and their mortgagees, as their interests may appear, in accordance with the damage sustained by each unit and in relation to the total damage claim and the amount of insurance funds available.

(bb) In the event the insurance proceeds are sufficient to rebuild and reconstruct all of the damaged improvements within the common property and within the units, and provided all institutional first mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose, the improvements shall be completely repaired and restored. In this event, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and the escrow agent shall disburse the insurance proceeds and other funds held in escrow in accordance with the progress payments contained in the construction contract between the contractor and the Association, which contract shall be subject to the prior written approval of the escrow agent.

(cc) In the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction, but the insurance proceeds are not sufficient to repair and replace all of the improvements within the common elements and within the units, a membership meeting shall be held to determine whether or not to abandon the project or to levy a special assessment against each unit and the owners thereof, as their interests appear, to obtain the necessary funds to repair and restore the improvements within the common elements and repair and replace individual unit damage other than damage to individual units covered by individual unit owner's policies. In the event the majority of the voting members vote in favor of the special assessment, the Association shall immediately levy such assessment and the funds received shall be delivered to the escrow agent and disbursed as provided above. In the event the majority of the voting members are opposed to the special assessment and one hundred percent (100%) vote for abandonment of the condominium project, the insurance proceeds shall be disbursed in accordance with the percentages allocable to each unit as per Paragraph 4 of this Declaration of Condominium, and the condominium project may be terminated as provided hereafter.

(g) If there has been a loss or damage to the common elements and the insurance proceeds available are inadequate to repair and reconstruct same and all of the units, and if the majority of the voting members vote against levying the special assessment referred to above, and one hundred percent (100%) vote to abandon the condominium project, same shall be abandoned, subject to the provisions of Paragraph 24 hereunder. As evidence of the members' resolution to abandon, the President and Secretary of the Association shall effect and place in the Public Records of Pinellas County, Florida, an affidavit stating that such resolution was properly passed, to which a copy of the consent of the unit owners and holders of all liens shall be affixed.



(h) Under all circumstances, except where damage to an individual unit is covered by the individual unit owner's policies of insurance procured to supplement the Association's insurance policies, the Association hereby has the authority to act as the agent of all owners for the purpose of compromising or settling insurance claims for damages to improvements within units or common elements, subject to the approval of the mortgagees of the premises damaged.

20. OBLIGATIONS OF MEMBERS:

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

(b) Owners shall conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the unit and common elements, which may exist or be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through or under him do likewise.

(c) Owners shall allow the Association to enter any unit for the purpose of maintenance, repair and replacement of improvements to the common elements.

(d) Owners shall make no repairs to any plumbing or electrical wiring within a unit except by licensed plumbers or electricians. Plumbing and electrical work within a unit shall be paid for and be the responsibility of the owner of the unit, whereas the Association or its agents shall pay for and be responsible for repairs and electrical work within the common elements.

(e) Every owner shall have the right, without consent of the Association, to place upon the common elements of his unit, one (1) professionally made sign which shall not be larger than 9 square feet and which shall contain no wording other than "For Sale" or "For Rent", the name and address of one (1) registered real estate broker and the telephone number of the owner or his agent. No other advertisements or notices of any type shall be permitted on the common elements of a unit, nor are exterior antennas and aerials except as provided by uniform regulations promulgated by the Association.

(f) Not make or cause, without the prior written consent of the Association, any structural or other alterations to and in the building, or remove any additions or improvements or fixtures from the building, or do any act that will impair the structural soundness of the building.

(g) All window or glass door treatments of any kind, within every unit, must be lined or otherwise faced in white so that only the color white is visible from the outside of the condominium building.

21. TRANSFER OF CONDOMINIUM PARCELS:

(a) Sales: Prior to the sale or transfer of a condominium parcel, any owner desiring to sell or transfer his condominium parcel shall first submit the name of the proposed purchaser and the contract for sale to the Board of Directors of the Condominium Association for their approval or disapproval, which shall be given



within fifteen (15) days from the day of submission of the contract for sale, in writing. If approved, the approval of the Board of Directors shall be given in writing and executed in such manner as to entitle it to be recorded in the Public Records of Pinellas County, Florida. If neither approved or disapproved within fifteen (15) days, the transfer shall be deemed to have been approved by the Directors. If the transfer should be disapproved by the Board, the Directors shall have thirty (30) days from the date of disapproval within which to purchase the condominium parcel on the same terms and conditions contained in the contract for sale, except that the purchase price shall be payable in cash. If the Directors fail to so close the purchase within thirty (30) days, the unit owner shall then be free to sell and convey the condominium to the intended purchaser. The foregoing provisions, however, shall not be applicable to any transfer by the Developer nor to any transfer by the unit owner to any member of his or her immediate family (i.e. spouse, children or parents) nor to any sale or transfer made by an institutional mortgagee acquiring title as a result of foreclosure of its mortgage lien, or due to voluntary acceptance of transfer of title in lieu of foreclosure, or to sales made pursuant to order or decree of a court of law in connection with the foreclosure of an institutional first mortgage.

(b) Leasing: No unit shall be leased or rented by the respective unit owner thereof for less than thirty (30) days. Other than for the foregoing, the owner or owners of the respective units shall have the right to lease same provided that all such leases are made subject to this Declaration, the Articles of Incorporation, Rules and Regulations and the By-Laws of the Association and the Condominium Act. The Association shall have the power to compel a unit owner to evict a tenant for violation of any of the above.

22. Notice of Lien or Suit:

(a) Notice of Lien: A unit owner shall give notice, in writing, to the Association of every lien upon his unit other than for permitted mortgages, taxes and special assessments; within five (5) days after the attaching of the lien.

(b) Notice of Suit: A unit owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his unit, such notice to be given within five (5) days after the unit owner received knowledge thereof.

(c) Failure to Comply: Failure to comply with this subsection concerning liens will not affect the validity of any judicial suit.

23. COMPLIANCE AND DEFAULT: Each unit owner shall be governed by and shall comply with the terms of this Declaration, By-Laws and Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time. In any action to enforce the terms of the Declaration, By-Laws, or Rules and Regulations, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court, for trial and appellate representation, provided no attorneys' fees may be recovered against the Association in any such action.

24. TERMINATION: The unit owners may remove the condominium property from condominium ownership as provided by the laws of the State of Florida by an affirmative vote of one hundred percent (100%) of the unit owners as herein authorized and provided at Paragraph 19 (Insurance).

25. COVENANTS: All provisions of the Declaration shall be



construed to the covenants running with the land and with every part thereof and interest therein, and each parcel owner, his heirs, executor, administrators, successors and assigns shall be bound by all of the provisions of the Declaration.

26. INVALIDATION AND OPERATION: Invalidation of any portion of this Declaration or of any provisions contained in a conveyance of a condominium parcel, whether by judgment, court order, or law, shall in no way effect any other provisions which shall remain in full force and effect.

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

27. INTERPRETATION: Whenever the context so requires the use of gender, it shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made.

IN WITNESS WHEREOF, the Developer has caused this document to be executed on the day and date first written above.

*Handwritten signature of Robert W. Caldwell, III*

SEA TRAIL DEVELOPMENT CORP.  
a Florida corporation

By: *Handwritten signature of Robert W. Caldwell, III*  
ROBERT W. CALDWELL, III, President

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 15 day of June, 1995, before me personally appeared ROBERT W. CALDWELL, III, President of SEA TRAIL DEVELOPMENT CORP., a Florida corporation, Developer of the aforesaid condominium, to me well known to be the person described in the above and foregoing Declaration of Condominium

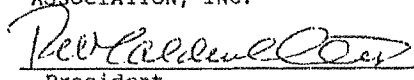
*Handwritten signature of Judy K. White*  
Notary Public  
My Commission Expires:

OFFICIAL NOTARY SEAL  
JUDY K. WHITE  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. 003408  
MY COMMISSION EXPIRES JULY 25, 1997

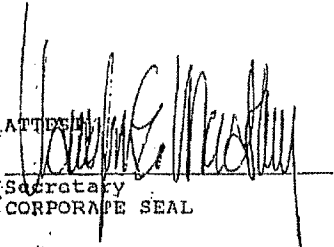


SEA TRAIL HOMEOWNER'S ASSOCIATION, INC. hereby formally acknowledges familiarity with, and acceptance of, the terms and provisions of the Declaration of Condominium.

SEA TRAIL HOMEOWNER'S  
ASSOCIATION, INC.

  
President

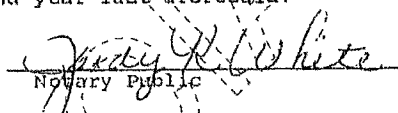
ATTEST:

  
Secretary  
CORPORATE SEAL

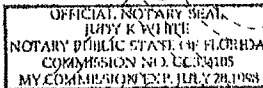
STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 15 day of June, 1995, before me personally appeared ROBERT W. CALDWELL, III and VAUGHN E. MCCARTHY, President and Secretary, respectively, of SEA TRAIL HOMEOWNER'S ASSOCIATION, INC., to me well known to be the persons who executed the foregoing Declaration of Condominium and acknowledged the execution thereof to be their free act and deed as such officers, for the purposes therein mentioned, and that they caused to be affixed thereto the official seal of the Corporation and the execution of this instrument is the act of the Corporation as indicated.

WITNESS my hand and seal at St. Petersburg Beach, Pinellas County, Florida, the day, month and year last aforesaid.

  
Notary Public

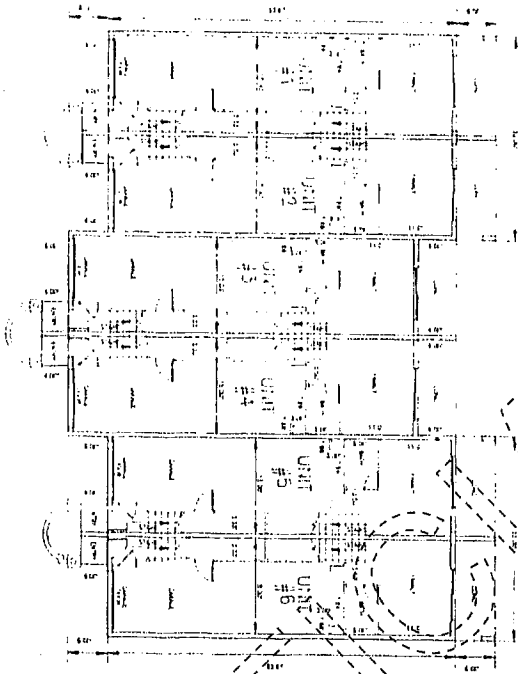
My Commission Expires:





SEA TRAIL TOWNHOMES,  
A CONDOMINIUM

A PORTION OF SECTOR 1, TOWNSHIP 30 SOUTH, RANGE 14 EAST  
APUD ROCKS BEACH  
PINELLAS COUNTY, FLORIDA



FIRST FLOOR PLAN

C. FRED GELB & ASSOCIATES, INC.  
1100 15TH AVENUE, N.E.  
ST. PETERSBURG, FLORIDA 33711  
(813) 822-4151 FAX (813) 821-7225

NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
2. ALL WALLS ARE 1/2" THICK UNLESS OTHERWISE NOTED.  
3. ALL FLOORS ARE 4" THICK UNLESS OTHERWISE NOTED.  
4. ALL ROOFS ARE 2" THICK UNLESS OTHERWISE NOTED.  
5. ALL CEILING ARE 8" THICK UNLESS OTHERWISE NOTED.  
6. ALL DOORS ARE 6' 0" HIGH UNLESS OTHERWISE NOTED.  
7. ALL WINDOWS ARE 6' 0" HIGH UNLESS OTHERWISE NOTED.  
8. ALL STAIRS ARE 10' 0" WIDE UNLESS OTHERWISE NOTED.  
9. ALL ELEVATORS ARE 8' 0" WIDE UNLESS OTHERWISE NOTED.  
10. ALL HALLWAYS ARE 8' 0" WIDE UNLESS OTHERWISE NOTED.  
11. ALL COMMON AREAS ARE 8' 0" WIDE UNLESS OTHERWISE NOTED.  
12. ALL PARKING AREAS ARE 8' 0" WIDE UNLESS OTHERWISE NOTED.  
13. ALL UTILITY AREAS ARE 8' 0" WIDE UNLESS OTHERWISE NOTED.  
14. ALL STORAGE AREAS ARE 8' 0" WIDE UNLESS OTHERWISE NOTED.  
15. ALL ENTRY AREAS ARE 8' 0" WIDE UNLESS OTHERWISE NOTED.  
16. ALL BATHROOM AREAS ARE 8' 0" WIDE UNLESS OTHERWISE NOTED.  
17. ALL BEDROOM AREAS ARE 8' 0" WIDE UNLESS OTHERWISE NOTED.  
18. ALL LIVING AREAS ARE 8' 0" WIDE UNLESS OTHERWISE NOTED.  
19. ALL DINING AREAS ARE 8' 0" WIDE UNLESS OTHERWISE NOTED.  
20. ALL KITCHEN AREAS ARE 8' 0" WIDE UNLESS OTHERWISE NOTED.

NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6
15' 0" 0" 0"	15' 0" 0" 0"	15' 0" 0" 0"	15' 0" 0" 0"	15' 0" 0" 0"	15' 0" 0" 0"

NOTES  
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
2. ALL WALLS ARE 1/2" THICK UNLESS OTHERWISE NOTED.  
3. ALL FLOORS ARE 4" THICK UNLESS OTHERWISE NOTED.  
4. ALL ROOFS ARE 2" THICK UNLESS OTHERWISE NOTED.  
5. ALL CEILING ARE 8" THICK UNLESS OTHERWISE NOTED.  
6. ALL DOORS ARE 6' 0" HIGH UNLESS OTHERWISE NOTED.  
7. ALL WINDOWS ARE 6' 0" HIGH UNLESS OTHERWISE NOTED.  
8. ALL STAIRS ARE 10' 0" WIDE UNLESS OTHERWISE NOTED.  
9. ALL ELEVATORS ARE 8' 0" WIDE UNLESS OTHERWISE NOTED.  
10. ALL HALLWAYS ARE 8' 0" WIDE UNLESS OTHERWISE NOTED.  
11. ALL COMMON AREAS ARE 8' 0" WIDE UNLESS OTHERWISE NOTED.  
12. ALL PARKING AREAS ARE 8' 0" WIDE UNLESS OTHERWISE NOTED.  
13. ALL UTILITY AREAS ARE 8' 0" WIDE UNLESS OTHERWISE NOTED.  
14. ALL STORAGE AREAS ARE 8' 0" WIDE UNLESS OTHERWISE NOTED.  
15. ALL ENTRY AREAS ARE 8' 0" WIDE UNLESS OTHERWISE NOTED.  
16. ALL BATHROOM AREAS ARE 8' 0" WIDE UNLESS OTHERWISE NOTED.  
17. ALL BEDROOM AREAS ARE 8' 0" WIDE UNLESS OTHERWISE NOTED.  
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19. ALL DINING AREAS ARE 8' 0" WIDE UNLESS OTHERWISE NOTED.  
20. ALL KITCHEN AREAS ARE 8' 0" WIDE UNLESS OTHERWISE NOTED.

SHEET 1 OF 4



SEA TRAIL TOWNHOMES  
A CONDOMINIUM

A PORTION OF SECTION 4, TOWNSHIP 30 SOUTH, RANGE 14 EAST  
INDIAN ROCKS BEACH  
PINELLAS COUNTY, FLORIDA



SECOND FLOOR PLAN

C. FRED CUL & ASSOCIATES, INC.  
1001 S. 10TH ST.  
ST. PETERSBURG, FLORIDA 33712  
(813) 822-4131 FAX (813) 821-7255

NOTES:  
1. EXISTING CONDITIONS SHOWN ARE TO THE MAXIMUM EXTENT  
KNOWN BY THE ARCHITECT.

SCALE: 1/8" = 1'-0"

DATE: 11-14-83

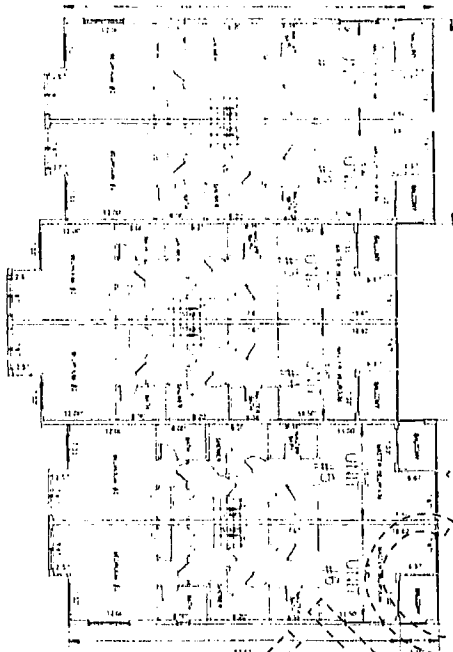
PROJECT: SEA TRAIL

1. THE ARCHITECT HAS CONDUCTED A VISUAL GENERAL SURVEY OF THE EXISTING CONDITIONS AND HAS FOUND THEM TO BE AS SHOWN ON THE PLANS. THE ARCHITECT HAS NOT CONDUCTED A DETAILED SURVEY OF THE EXISTING CONDITIONS AND HAS NOT OBSERVED THE EXISTING CONDITIONS IN SUFFICIENT DETAIL TO BE ABLE TO DETECT ANY DEFECTS OR DISCREPANCIES. THE ARCHITECT HAS NOT OBSERVED THE EXISTING CONDITIONS IN SUFFICIENT DETAIL TO BE ABLE TO DETECT ANY DEFECTS OR DISCREPANCIES. THE ARCHITECT HAS NOT OBSERVED THE EXISTING CONDITIONS IN SUFFICIENT DETAIL TO BE ABLE TO DETECT ANY DEFECTS OR DISCREPANCIES.



[illegible]

INDIAN ROCKS BEACH  
PIELLS, COLLETT, FLORIDA.




THIRD FLOOR

[illegible]



# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of  
SEA TRAIL HOMEOWNER'S ASSOCIATION, INC., a Florida corporation, filed  
on August 3, 1994, as shown by the records of this office.

The document number of this corporation is N94000003844.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Fourth day of August, 1994



CR2EO22 (2-91)

*Jim Smith*

Jim Smith  
Secretary of State



ARTICLES OF INCORPORATION  
OF  
SEA TRAIL HOMEOWNER'S ASSOCIATION, INC.  
a non-profit corporation

FILED  
1994 AUG -3 PM 12:47  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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

1. NAME:

The name of the corporation shall be SEA TRAIL HOMEOWNER'S ASSOCIATION, INC. Hereinafter the corporation shall be referred to as the "Association", with its principal registered office located at 1635-B Royal Palm Dr., Gulfport, Florida.

2. PURPOSE:

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718.111, Florida Statutes, hereinafter called "The Condominium Act", for the operation of SEA TRAIL, a Condominium, hereinafter referred to as "Condominium", to be created pursuant to the provisions of The Condominium Act.

3. POWERS:

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

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

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

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

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

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

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

3.7 The Association shall have no capital stock.

4. MEMBERSHIP

4.1 The members of the Association shall consist of all the record owners of units within the condominium as shown on the condominium plat thereof. Members may be individuals,

PINELLAS COUNTY FLA.  
OFF. REC. BK 9022 PG 1555



partnerships, corporations, trusts or any other legally recognized entity. Each member shall designate a representative and an address which shall be furnished to the Association for purposes of Association mailings of all kinds, including notices and assessments.

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

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

4.4 On all matters upon which the membership of the Association shall be entitled to vote, each member shall be entitled to one (1) vote for each unit owned by the member. The total number of votes in the Association shall be six (6), representing one vote for each unit shown on the condominium plat constituting 100% of the voting membership. If any unit owner owns more than one (1) unit, said owner shall be entitled to the total number of votes which equal the total number of units owned. The votes for each unit shall not be divisible. Said votes may be exercised or cast in such manner as may be provided for in the Declaration of Condominium or the By-Laws of the Association.

4.5 Developer shall be a member of the Association and shall be allowed the votes for each unit owned by the Developer. Developer shall cease to be a member of the Association upon relinquishing title to all of the units owned by said Developer.

#### 5. EXISTENCE

The Association shall have perpetual existence.

#### 6. SUBSCRIBERS

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

ROBERT W. CALDWELL, III 1635-B Royal Palm Dr.  
Gulfport, FL 33707

CATHERINE D. CALDWELL 1635-B Royal Palm Dr.  
Gulfport, FL 33707

ROBERT A. DOUGLASS 8351 Blind Pass Road  
St. Pete Bch., FL 33706

#### 7. OFFICERS

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

The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

ROBERT W. CALDWELL, III 1635-B Royal Palm Dr.  
President Gulfport, FL 33707



CATHERINE D. CALDWELL  
Vice President

1635-B Royal Palm Dr.  
Gulfport, FL 33707

VAUGHN E. MCCARTHY  
Secretary/Treasurer

1120 Pinellas Bayway #202  
Tierra Verde, FL 33715

8. DIRECTORS

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

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

8.3 The first election of directors shall not be held until SEA TRAIL DEVELOPMENT CORP., heretofore and hereinafter called "Developer", is required by Florida Statute 718.301(1) to elect unit owners to the Board of Directors of the Association. The directors named in these Articles shall serve until the first election of directors, and any vacancies in office occurring before the first election shall be filled by the remaining directors. The successor directors need not be members of the Association.

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

ROBERT W. CALDWELL, III

1635-B Royal Palm Dr.  
Gulfport, FL 33707

CATHERINE D. CALDWELL

1635-B Royal Palm Dr.  
Gulfport, FL 33707

VAUGHN E. MCCARTHY

1120 Pinellas Bayway #202  
Tierra Verde, FL 33715

9. INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including attorneys fees, reasonably incurred or imposed upon him in connection with any proceedings or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Association at the time such expenses are incurred, except when a director or officer is adjudged guilty of willful misfeasance, malfeasance or nonfeasance, in the performance of his duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such officer or director may be entitled.

10. BY-LAWS

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

- (a) approval of seventy-five percent (75%) of the votes of the entire membership of the Association;

or



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

11. AMENDMENT

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

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

11.2 A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors or by the members of the Association. A member may propose such an amendment by instrument in writing directed to any member of the Board of Directors signed by one (1) member of the Association. Amendments may be proposed by the Board of Directors by action of a majority of the Board of Directors at any regularly constituted meeting thereof. Upon amendment being proposed as herein provided, the President or, in the event of his refusal or failure to act, the Board shall call a meeting of the membership to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and members not present in person at the meeting considering the amendment may express their approval or disapproval in writing provided such approval is delivered to the Secretary/Treasurer at or prior to the meeting. Except as provided herein, such approval must be by not less than seventy-five percent (75%) of the votes of the entire membership of the Association.

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

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

12. RESIDENT AGENT

The corporation hereby appoints Robert A. Douglass, Attorney, 8351 Blind Pass Road, St. Petersburg Beach, Florida, 33706, as its Resident Agent to accept service of process within this State.

IN WITNESS WHEREOF, the Subscribers have affixed their signatures this 27 day of July, 1994.

Signed, sealed and delivered  
in the presence of:

Judith K. White  
Robert W. Caldwell, III  
Judith K. White  
Robert W. Caldwell, III  
Judith K. White  
Robert W. Caldwell, III

Robert W. Caldwell, III  
ROBERT W. CALDWELL, III  
Catherine D. Caldwell  
CATHERINE D. CALDWELL  
Robert A. Douglass  
ROBERT A. DOUGLASS

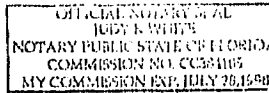


STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared  
ROBERT W. CALDWELL, III, CATHERINE D. CALDWELL and ROBERT A.  
DOUGLASS, who, after being duly sworn, acknowledge that they  
executed the foregoing Articles of Incorporation for the purposes  
therein expressed in such Articles on this 27 day of July, 1994.

*Judy K. White*  
NOTARY PUBLIC

My Commission Expires:



ACCEPTANCE OF RESIDENT AGENT

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

*Robert A. Douglass*  
ROBERT A. DOUGLASS  
Dated: 7/27/94

FILED  
1994 AUG -3 PM 12:47  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



BY-LAWS  
OF  
SEA TRAIL HOMEOWNER'S ASSOCIATION, INC.  
A Florida non-stock, non-profit  
Membership Corporation

ARTICLE I  
GENERAL

Section 1. Name: The name of the corporation shall be SEA TRAIL HOMEOWNER'S ASSOCIATION, INC.

Section 2. Principal Office: The principal office of the corporation shall be 1635-B Royal Palm Dr., Gulfport, Florida.

Section 3. Definition: As used herein, the term "corporation" shall be the equivalent of "Association" as defined in the Declaration of Condominium of Sea Trail Townhomes, A Condominium, and all other words as used herein shall have the same definitions as attributed to them in the said Declaration of Condominium.

ARTICLE II  
DIRECTORS

Section 1. Number and Term: The number of directors who shall constitute the whole board shall be three (3). The Developer will initially control and may retain control of this Association until the first of the following occurs: (a) 3 years after 50% of the units that will be operated ultimately by the Association have been conveyed to the purchasers thereof; (b) 3 months after 90% of the units that will be operated ultimately by the Association have been conveyed to purchasers; (c) when all units that will be operated ultimately by the Association have been completed, some of them having been conveyed to purchasers and none of the others being offered for sale by the Developer in the ordinary course of business; (d) when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or (e) seven (7) years after recordation of the Declaration of Condominium. The Developer is entitled to elect at least one member of the board of the Association as long as the Developer holds for sale in the ordinary course of business at least 5% of the units in the condominium operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner



except for purposes of reacquiring control of the Association or selecting the majority members of the board of administration.

Until succeeded by directors elected at the first annual meeting of members, directors need not be members; thereafter, all directors shall be members. Within the limits above specified, the number of directors shall be determined by the members at the annual meeting. The directors shall be elected at the annual meeting of members, each member shall be elected to serve for a term of one (1) year or until his successor shall be elected and shall qualify.

Section 2. Vacancy and Replacement: If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the remaining directors, provided that a majority of the board remains on the board, at a special meeting of directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred. If less than a majority remains then successor board members shall be chosen in accordance with procedural rules adopted by the Division of Land Sales, Condominiums and Mobile Homes of the State of Florida.

Section 3. Removal: Directors may be removed, with cause, by an affirmative vote of a majority of the members. No director shall continue to serve on the board if, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever.

Section 4. Powers: The property and business of the corporation shall be managed by the Board of Directors, who may exercise all corporation powers, not specifically prohibited by statute, the Certificate of Incorporation or the Declaration of Condominium to which these By-Laws are attached. The power of the Board of Directors shall specifically include, but not be limited to, the following items:

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

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

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

D. To enter into and upon the unit on reasonable advance notice, in all but emergencies, when necessary and at as little inconvenience to the owner as possible in connection with



maintenance, repair or replacement of the common elements or of any portion of unit to be maintained by the Association or as necessary to prevent damage to the common elements or to a unit or units.

E. To insure and keep insured said condominium property, in the manner set forth in the Declaration, against loss from fire and/or other casualty, and the unit owners against public liability and to purchase such insurance as the Board may deem advisable.

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

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

H. To make reasonable rules and regulations for the occupancy of the condominium parcels.

I. To lease or acquire community facilities for the use of the condominium owners, subject to the rules and regulations herein contained or which may hereinafter be established by posting said rules and regulations in a conspicuous place in the common area.

Section 5. Compensation: Directors and officers, as such, shall receive no salary for their services.

Section 6. Meetings:

A. The first meeting of each Board duly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or within one (1) week. Additional meetings may be scheduled as deemed desirable by the Board of Directors. The annual meeting of the Board of Directors shall be held at the same place as the general members meeting.

B. Notice of the Board of Directors meetings shall be posted conspicuously on the condominium property 48 continuous hours in advance of the meeting.

C. A special meeting of the Board of Directors may be called by the President upon proper notice to each Director. Special



meetings shall be called by the President or Secretary in a like manner and on like notice upon the written request of one (1) Director.

D. At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise provided by statute or by the Certificate of Incorporation or by these By-Laws. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn and reschedule the meeting; however the rescheduled meeting must be properly noticed as provided hereinabove at Article II, Section 6(D).

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

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

Section 8. Quarterly Reports: The Board will present, not less often than quarterly, a full and clear statement of the business conditions of the corporation, which shall be given to each unit owner.

### ARTICLE III OFFICERS

Section 1. Executive Officers: The executive officers of the corporation shall be President, Vice President and Secretary/Treasurer, all of whom shall be elected annually by the Board.

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

Section 3. Terms: The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed for cause, at any time, by the affirmative vote of



a majority of the whole Board of Directors.

Section 4. The President:

A. The President shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and directors; shall have general and active management of the business of the corporation; and shall see that all orders and resolutions of the Board are carried out.

B. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where the same is required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to other officers or agents of the corporation.

Section 5. The Secretary:

A. The Secretary shall keep the minutes of the member meetings and of the Board of Director meetings in one or more books, provided for that purpose. The Secretary shall keep an authorized signature of each unit owner.

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law.

C. He shall be custodian of the corporation records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which, on behalf of the corporation under its seal, is duly authorized in accordance with the provisions of these By-Laws.

D. He shall keep a register of the post office addresses of each member, which shall be furnished to the Secretary by each member.

E. In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Treasurer:

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name of the corporation in such depositories as may be designated by the Board of Directors, the Articles of Incorporation and these By-Laws.

B. He shall disburse funds of the corporation as ordered by the Board, taking proper vouchers for such disbursements, and shall



render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation.

C. He will be required to give the association a bond in a sum as required by Florida Statute 718.112(2)(j), as amended by Chapter 92-49, Laws of Florida. In case of his death, resignation or removal from office, all of the books, papers, vouchers, money or other property of whatever kind in his possession belonging to the corporation shall be surrendered to the Board of Directors.

D. The Treasurer shall be responsible to furnish a signed quarterly statement to each unit owner.

Section 8. Vacancies: If the office of any Director or of the President or Secretary/Treasurer, or one or more, becomes vacant by reason of death, resignation, disqualification, or otherwise, the remaining directors, by a majority vote of the whole Board of Directors provided for in these By-Laws may choose a successor or successors who shall hold office for the unexpired term.

Section 9. Resignation: Any director or other officer may resign his office at any time, such resignation to be made in writing, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

#### ARTICLE IV MEMBERSHIP

Section 1. There shall be no stock certificates issued by this corporation.

Section 2. Transfers of membership shall be made only on the books of the corporation, and notice of acceptance of such transferee as a member of the corporation shall be given in writing to such transferee by the President and Secretary of the corporation. Transferor in such instance shall automatically no longer be a member of the corporation. Membership in the corporation may be transferred only as an incident to the transfer of the transferor's condominium parcel and his undivided interest in the common elements. Transfer of ownership shall be in accordance with the Declaration of Condominium.

Section 3. Voting Members: An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote, which vote shall be cast by the person designated by the voting member for each condominium parcel. The designation of the voting member for each condominium parcel shall be by written statement filed with the Secretary of the Association, which statement shall



be signed by all owners of interest in that single condominium parcel. The person designated as the voting member shall continue to cast the vote for such condominium parcel until such time as another person is properly designated as the voting member by those persons or entities owning the majority interest in such single condominium parcel by similar written statement filed with the Secretary.

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

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

Section 4. In the event the owner of a condominium parcel is not a natural person, the subject entity shall designate a natural person who shall be entitled to occupy the condominium parcel, and such natural person shall be a member of the corporation, subject to the rules and restrictions as set forth in the Declaration and these By-Laws.

ARTICLE V  
MEETINGS OF MEMBERSHIP

Section 1. Place: All meetings of the corporation membership shall be held at the address of the corporation.

Section 2. Annual Meetings: The regular annual meeting shall be held on the second Tuesday in July each year, if not a legal holiday. If it is a legal holiday, the meeting shall be held on the next secular day following. All annual meetings shall be held at the hour of eight p.m. (8:00). At the annual meeting the members shall elect, first, by plurality vote of the voting members, a Board of Directors, and then transact such other business as may be properly brought before the meeting. Written notice of the annual meeting shall be served upon or mailed by Certified Mail to each member entitled to vote thereat, at such address as appears on the books of the corporation, and posted in a conspicuous place on the condominium property fourteen (14) days continuously prior to the meeting.

Section 3. Membership List: At least ten (10) days before



every election of Directors, a complete list of the members entitled to vote at said election, arranged numerically by units, with the address of each, shall be prepared by the Secretary. Each list shall be produced and kept for the said ten (10) days and throughout the election at the office of the corporation and shall be open to examination by any member throughout such time.

Section 4. Special Meetings:

A. Special meetings of members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, must be called by both the President and Secretary at the request in writing of both voting members. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a special meeting of the membership stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least ten (10) days before such meeting.

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

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

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

Section 7. Quorum: A majority of the members of the association present in person or represented by written proxy, as allowed by Florida Statute 718.112(2)(b), shall be requisite to and shall constitute a quorum at all meetings of members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation, or by these By-Laws. Should a duly called meeting fail to attain a quorum, the meeting may be lawfully adjourned and rescheduled. The rescheduled meeting, however, must be properly noticed in accordance with the requirements of Article II, Section 6(B) regarding notice.

Section 8. Waiver and Consent: Whenever the vote of the members at a meeting is required or permitted by any provision of the statutes or the Certificate of Incorporation or by these



By-Laws to be taken in connection with any action of the corporation, the meeting and vote of the members may be dispensed with if all members who would have been entitled to vote upon the action of such meeting, if such meeting were held, shall consent in writing to such action being taken.

ARTICLE VI  
NOTICES

Section 1. Definitions: Whenever under the provision of the Certificate of Incorporation or of these By-Laws, notice is required to be given to any Director or members, it shall not be construed to mean personal notice, but such notice may be given in writing by mail, by depositing same in post office or letter box in a postpaid, sealed wrapper addressed as appears on the books of the corporation.

ARTICLE VII

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

Section 2. Checks: All checks or demands for money and notes of the corporation shall be signed by any two (2) of the following officers: President, Secretary or Treasurer.

Section 3. Budget: At the annual meeting, the budget for the next fiscal year will be approved by the membership.

Section 4. Auditing Committee: -- The Board shall appoint two (2) members of the Association as an Auditing Committee for budget and bookkeeping records.

Section 5. Compliance with the Laws of the State of Florida: The timing and content of all notices to the membership of annual meeting and budget meetings must comply with the requirements of Florida Statute 718.112 with respect to the furnishing of notice and the line items and details of the annual budget.

Section 6. Collection of Common Expenses: Assessments shall be made against units not less frequently than quarterly in an amount which is not less than that required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Nothing in this paragraph shall preclude the right of an association to accelerate assessments of an owner delinquent in payment of common expenses. Accelerated assessments shall be due and payable on the date the claim of lien is filed. Such accelerated assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.



ARTICLE VIII  
SEAL

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

ARTICLE IX  
HOUSE RULES

In addition to the provisions of the Declaration or elsewhere in these By-Laws, the following house rules, together with such additional rules and regulations as may be hereafter adopted by the Board of Directors, shall govern the use of the condominium units located in the property and the conduct of all residents thereof.

Section 1. OPERATION OF THE CONDOMINIUM:

A. Employees of the Association or Management Firm shall be responsible to the Board of Directors of the Association.

Section 2. PARKING:

No commercial vehicles, boat trailers, boats, non-drivable vehicles or recreational vehicles may be parked in an exterior parking space for longer than forty-eight (48) hours.

Section 3. PETS: Owners and occupants of the condominium units shall be entitled to harbor normal, domestic pets under the following conditions and provisions;

A. Owners and occupants of the condominium units may have pets provided such pets do not constitute a nuisance to other owners.

B. Owners shall be limited to one (1) pet per unit, not to exceed twenty-five (25) pounds.

C. Dogs shall be kept on a leash at all times when outside the condominium unit. Owners are required to clean up any animal excrement left by their pet.

Section 4. BUILDING APPEARANCE AND MAINTENANCE:

A. The sidewalks, walkways, stairwells, elevators, entrances and all of the limited common elements and common elements must not be obstructed or encumbered or used for any purpose other than ingress or egress to and from the premises; nor shall any carriages, bicycles, wagons, shopping carts, chairs, benches, tables or any other object of a similar nature be left thereon.



B. Personal property of all unit owners shall be stored within their condominium unit or assigned storage area.

C. No garbage cans; except on trash collection days, supplies, containers or other articles shall be placed in or on the walkways, stairwells and entry ways, nor shall any linens, clothes, curtains, rugs, mops, laundry or other articles are to be shaken or hung from any of the windows, doors, balconies or entryways, or exposed on any part of the limited common elements or common elements and the limited common elements and common elements shall be kept free and clear of refuse, debris and other unsightly materials.

D. No unit owner shall allow anything whatsoever to fall from the windows, balconies, entryways or doors of the premises, nor shall dirt or any other substance be swept or thrown outside of his unit or on the limited common elements or common elements of the condominium.

E. Refuse and garbage shall be bagged and deposited only in each unit owner's garbage can.

F. No unit owner shall make or permit any disturbing noises or noxious odor by himself, his family, servants, employees, agents, visitors and licensees, nor permit anything by such person that will interfere with the rights, comfort or convenience of other unit owners. No unit owner shall play upon or permit to be played upon any musical instruments or operate or permit to be operated a phonograph, television, radio or sound amplifier in his unit in such a manner as to annoy other occupants of the condominium.

G. Every owner shall have the right, without consent of the Association, to place upon the common elements of his units, one (1) professionally made sign which shall not be larger than 9 square feet and which shall contain no wording other than "For Sale" or "For Rent", the name and address of one (1) registered real estate broker and the telephone number of the owner or his agent. No other sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in or upon any part of the condominium units, limited common elements or condominium property by any owner or occupant.

H. No inflammable, combustible or explosive fluid, chemicals or substance shall be kept in any unit or on the limited common elements except such as are required for normal household use.

I. Unit owners, residents, their families, guests, servants, employees, agents, or visitors shall not at any time or for any reason enter upon or attempt to enter upon the roof of the condominium.



J. Owners shall not use or permit the use of the premises in any manner which would be a nuisance to other unit owners, permit or suffer anything to be done to increase the insurance rates of his unit or the common elements, conduct any immoral or illegal act in his unit or on the common elements or in such way as to be injurious to the reputation of the property.

K. Outdoor cooking will be limited to the confines of the individual unit space or balcony or other area reserved for such purpose.

Section 5. ALTERATION OF CONDOMINIUM:

Unit owners are specifically cautioned that their right to make any addition, change, alteration or decoration to the exterior appearance of any portion of the condominium is subject to the provisions of the Declaration of Condominium. For example, no unit owner may install screen doors, enclose his balcony or apply any type of film or covering to the inside or outside of windows or glass doors without the prior written consent of the Board of Directors.

Section 6. EMERGENCIES IN OWNER'S ABSENCE:

A. In order that proper steps and procedures may be taken in the minimum amount of time during an emergency situation, the Association shall request pass-keys to all units. In the event a unit owner should choose for management not to retain a pass-key or he should alter or change his locks and if the Association finds it necessary to gain access to the unit in an emergency, the unit owner shall hold the Association harmless from any and all necessary damage or liability resulting from such entry. In accordance with Section 718.111(5) of the Florida Statutes, the Association has the irrevocable right to access to each unit during reasonable hours, on reasonable notice, when necessary for the maintenance, repair and replacement of any common elements or making emergency repairs necessary to prevent damage to the common elements or to another unit or units.

B. Any unit owner who plans to be absent from his unit for an extended period of time must prepare his unit prior to his departure in the following manner:

1. By removing all furniture, plants and other objects from his porch, balcony, etc.
2. By designating a responsible caretaker, be it a firm, individual or manager, to care for his unit should his unit suffer any damage caused by storms, hurricanes, winds or other violent acts of nature. The manager and the Association shall be provided with the name of each unit owner's aforesaid caretaker.



Section 7. CHILDREN:

A. Owners - There are no restrictions for owners of condominium units.

B. Renters - There are no restrictions for renters of condominium units.

Section 8. ADDITIONAL RULES AND REGULATIONS:

The Board of Directors of the Association reserves the right to make additional rules and regulations as may be required from time to time without the consent of the Condominium Association members. These additional rules and regulations shall be binding as all other rules and regulations previously adopted.

ARTICLE X  
DEFAULT

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

Section 2. If the corporation becomes the owner of a condominium parcel by reason of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated, it shall deduct from such proceeds all sums of money due it for the monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including a reasonable attorneys fee, and any and all expenses incurred in the resale of the condominium parcel which shall include but not be limited to, advertising expenses, real estate brokerage fees, and expenses necessary for the repairing and refurbishing of the condominium parcel in question. All monies remaining after deducting the foregoing items of expense is common surplus which is owned by unit owners in the same shares as their ownership interest in the common elements.



Section 3. In the event of a violation of the provisions of the enabling Declaration, corporate charter or restrictions and By-Laws, as same are now or may hereafter be constituted, the corporation, on its own behalf, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents hereinabove enumerated, or sue for damages or take all such courses of action at the same time, or for such other legal remedy as it may deem appropriate.

Section 4. In the event of such legal action brought against a condominium parcel owner, the losing defendant shall pay the plaintiff's reasonable attorneys fees and court costs. Each owner of a condominium parcel, for himself, his heirs, successors and assigns agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the corporation, regardless of the availability of the other equally adequate legal procedures. It is the intent of all owners of condominium parcels to give to the corporation a method and procedure which will enable it at all times to operate on a business-like basis, to collect these monies due and owing it from the owners of condominium parcels and to preserve each owner's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

ARTICLE XI  
REGISTERS

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

ARTICLE XII  
AMENDMENT OF BY-LAWS

The By-Laws of the corporation may be altered, amended or repealed unless strictly prohibited herein, at any regular or special meeting of the members by a 75% vote of all designated voting members of the corporation, unless a contrary vote is required pursuant to the Articles of Incorporation, and provided said membership has been given notice in accordance with these By-Laws, and that the notice, as aforesaid, contains a full statement of the proposed amendment. No modification or amendment to the By-Laws shall be valid unless set forth or annexed to a duly recorded amendment to the Declaration of Condominium.



ARTICLE XIII  
RESOLUTION OF DISPUTES

In the event that the owners, members, directors or officers are not able to take action upon any matter properly coming before the Association, including specifically, but not limited to, voting upon the election of officers or directors, approval of budgets, assessments, enforcement of maintenance, filing of liens for dues and assessments, selection of providers of various goods and services to the Association or matters including proposed amendments to the Declaration, By-Laws or rules and regulations of the Association because of a deadlock in voting or procedural matters of any kind, the dispute shall, upon written notice and request of any member or director to all members and directors for arbitration, be referred to binding arbitration, as provided under the laws of the State of Florida, for the dissolution of such issue or issues, which may be enumerated in the said notice and request for arbitration. All costs, fees and expenses of arbitration shall be borne by the Association. The parties may seek enforcement of the provision by application to a court of proper jurisdiction within the venue of Pinellas County, Florida. Prior to the institution of court litigation, of any kind, the parties to the dispute must petition the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business Regulation of the State of Florida for mandatory non-binding arbitration.

ARTICLE XIV  
CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires.

Should any of the covenants herein imposed be void or be or become unenforceable at law, or in equity, the remaining provisions of this instrument shall, nevertheless be and remain in full force and effect.

Should any of the covenants herein imposed be contradictory to any provision in the Declaration of Condominium, then the Declaration of Condominium shall prevail.

ATTEST:

As Secretary  
CORPORATE SEAL

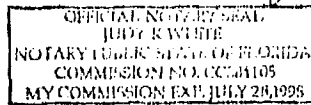
  
As President



STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 15 day of June, 1995,  
before me, the undersigned authority, personally appeared ROBERT W.  
CALDWELL, III, and VAUGHN E. MCCARTHY, President and Secretary  
respectively of SEA TRAIL HOMEOWNER'S ASSOCIATION, INC., and who  
acknowledged the execution thereof to be their free act and deed as  
such officers, for the uses and purposes herein mentioned, and that  
they caused to be affixed thereto the official seal of the  
corporation and the execution of this instrument is the act of the  
corporation as indicated.

My Commission Expires:





BY-LAWS  
OF  
SEA TRAIL HOMEOWNER'S ASSOCIATION, INC.  
A Florida non-stock, non-profit  
Membership Corporation

ARTICLE I  
GENERAL

Section 1. Name: The name of the corporation shall be SEA TRAIL HOMEOWNER'S ASSOCIATION, INC.

Section 2. Principal Office: The principal office of the corporation shall be 1635-B Royal Palm Dr., Gulfport, Florida.

Section 3. Definition: As used herein, the term "corporation" shall be the equivalent of "Association" as defined in the Declaration of Condominium of Sea Trail Townhomes, A Condominium, and all other words as used herein shall have the same definitions as attributed to them in the said Declaration of Condominium.

ARTICLE II  
DIRECTORS

Section 1. Number and Term: The number of directors who shall constitute the whole board shall be three (3). The Developer will initially control and may retain control of this Association until the first of the following occurs: (a) 3 years after 50% of the units that will be operated ultimately by the Association have been conveyed to the purchasers thereof; (b) 3 months after 90% of the units that will be operated ultimately by the Association have been conveyed to purchasers; (c) when all units that will be operated ultimately by the Association have been completed, some of them having been conveyed to purchasers and none of the others being offered for sale by the Developer in the ordinary course of business; (d) when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or (e) seven (7) years after recordation of the Declaration of Condominium. The Developer is entitled to elect at least one member of the board of the Association as long as the Developer holds for sale in the ordinary course of business at least 5% of the units in the condominium operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner



except for purposes of reacquiring control of the Association or selecting the majority members of the board of administration.

Until succeeded by directors elected at the first annual meeting of members, directors need not be members; thereafter, all directors shall be members. Within the limits above specified, the number of directors shall be determined by the members at the annual meeting. The directors shall be elected at the annual meeting of members, each member shall be elected to serve for a term of one (1) year or until his successor shall be elected and shall qualify.

Section 2. Vacancy and Replacement: If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the remaining directors, provided that a majority of the board remains on the board, at a special meeting of directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred. If less than a majority remains then successor board members shall be chosen in accordance with procedural rules adopted by the Division of Land Sales, Condominiums and Mobile Homes of the State of Florida.

Section 3. Removal: Directors may be removed, with cause, by an affirmative vote of a majority of the members. No director shall continue to serve on the board if, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever.

Section 4. Powers: The property and business of the corporation shall be managed by the Board of Directors, who may exercise all corporation powers not specifically prohibited by statute, the Certificate of Incorporation or the Declaration of Condominium to which these By-Laws are attached. The power of the Board of Directors shall specifically include, but not be limited to, the following items:

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

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

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

D. To enter into and upon the unit on reasonable advance notice, in all but emergencies, when necessary and at as little inconvenience to the owner as possible in connection with



maintenance, repair or replacement of the common elements or of any portion of unit to be maintained by the Association or as necessary to prevent damage to the common elements or to a unit or units.

E. To insure and keep insured said condominium property, in the manner set forth in the Declaration, against loss from fire and/or other casualty, and the unit owners against public liability and to purchase such insurance as the Board may deem advisable.

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

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

H. To make reasonable rules and regulations for the occupancy of the condominium parcels.

I. To lease or acquire community facilities for the use of the condominium owners, subject to the rules and regulations herein contained or which may hereinafter be established by posting said rules and regulations in a conspicuous place in the common area.

Section 5. Compensation: Directors and officers, as such, shall receive no salary for their services.

Section 6. Meetings:

A. The first meeting of each Board duly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or within one (1) week. Additional meetings may be scheduled as deemed desirable by the Board of Directors. The annual meeting of the Board of Directors shall be held at the same place as the general members meeting.

B. Notice of the Board of Directors meetings shall be posted conspicuously on the condominium property 48 continuous hours in advance of the meeting.

C. A special meeting of the Board of Directors may be called by the President upon proper notice to each Director. Special



meetings shall be called by the President or Secretary in a like manner and on like notice upon the written request of one (1) Director.

D. At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise provided by statute or by the Certificate of Incorporation or by these By-Laws. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn and reschedule the meeting; however the rescheduled meeting must be properly noticed as provided hereinabove at Article II, Section 6(D).

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

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

Section 8. Quarterly Reports: The Board will present, not less often than quarterly, a full and clear statement of the business conditions of the corporation, which shall be given to each unit owner.

### ARTICLE III OFFICERS

Section 1. Executive Officers: The executive officers of the corporation shall be President, Vice President and Secretary/Treasurer, all of whom shall be elected annually by the Board.

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

Section 3. Terms: The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed for cause, at any time, by the affirmative vote of



a majority of the whole Board of Directors.

Section 4. The President:

A. The President shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and directors; shall have general and active management of the business of the corporation; and shall see that all orders and resolutions of the Board are carried out.

B. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where the same is required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to other officers or agents of the corporation.

Section 5. The Secretary:

A. The Secretary shall keep the minutes of the member meetings and of the Board of Director meetings in one or more books provided for that purpose. The Secretary shall keep an authorized signature of each unit owner.

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law.

C. He shall be custodian of the corporation records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which, on behalf of the corporation under its seal, is duly authorized in accordance with the provisions of these By-Laws.

D. He shall keep a register of the post office addresses of each member, which shall be furnished to the Secretary by each member.

E. In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Treasurer:

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name of the corporation in such depositories as may be designated by the Board of Directors, the Articles of Incorporation and these By-Laws.

B. He shall disburse funds of the corporation as ordered by the Board, taking proper vouchers for such disbursements, and shall



render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation.

C. He will be required to give the association a bond in a sum as required by Florida Statute 718.112(2)(j), as amended by Chapter 92-49, Laws of Florida. In case of his death, resignation or removal from office, all of the books, papers, vouchers, money or other property of whatever kind in his possession belonging to the corporation shall be surrendered to the Board of Directors.

D. The Treasurer shall be responsible to furnish a signed quarterly statement to each unit owner.

Section 8. Vacancies: If the office of any Director or of the President or Secretary/Treasurer, or one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining directors, by a majority vote of the whole Board of Directors provided for in these By-Laws may choose a successor or successors who shall hold office for the unexpired term.

Section 9. Resignation: Any director or other officer may resign his office at any time, such resignation to be made in writing, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

#### ARTICLE IV MEMBERSHIP

Section 1. There shall be no stock certificates issued by this corporation.

Section 2. Transfers of membership shall be made only on the books of the corporation, and notice of acceptance of such transferee as a member of the corporation shall be given in writing to such transferee by the President and Secretary of the corporation. Transferor in such instance shall automatically no longer be a member of the corporation. Membership in the corporation may be transferred only as an incident to the transfer of the transferor's condominium parcel and his undivided interest in the common elements. Transfer of ownership shall be in accordance with the Declaration of Condominium.

Section 3. Voting Members: An owner or owners of a single condominium parcel, shall collectively be entitled to one (1) vote, which vote shall be cast by the person designated by the voting member for each condominium parcel. The designation of the voting member for each condominium parcel shall be by written statement filed with the Secretary of the Association, which statement shall



be signed by all owners of interest in that single condominium parcel. The person designated as the voting member shall continue to cast the vote for such condominium parcel until such time as another person is properly designated as the voting member by those persons or entities owning the majority interest in such single condominium parcel by similar written statement filed with the Secretary.

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

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

Section 4. In the event the owner of a condominium parcel is not a natural person, the subject entity shall designate a natural person who shall be entitled to occupy the condominium parcel, and such natural person shall be a member of the corporation, subject to the rules and restrictions as set forth in the Declaration and these By-Laws.

#### ARTICLE V MEETINGS OF MEMBERSHIP

Section 1. Place: All meetings of the corporation membership shall be held at the address of the corporation.

Section 2. Annual Meetings: The regular annual meeting shall be held on the second Tuesday in July each year, if not a legal holiday. If it is a legal holiday, the meeting shall be held on the next secular day following. All annual meetings shall be held at the hour of eight p.m. (8:00). At the annual meeting the members shall elect, first, by plurality vote of the voting members, a Board of Directors, and then transact such other business as may be properly brought before the meeting. Written notice of the annual meeting shall be served upon or mailed by Certified Mail to each member entitled to vote thereat, at such address as appears on the books of the corporation, and posted in a conspicuous place on the condominium property fourteen (14) days continuously prior to the meeting.

Section 3. Membership List: At least ten (10) days before



every election of Directors, a complete list of the members entitled to vote at said election, arranged numerically by units, with the address of each, shall be prepared by the Secretary. Each list shall be produced and kept for the said ten (10) days and throughout the election at the office of the corporation and shall be open to examination by any member throughout such time.

Section 4. Special Meetings:

A. Special meetings of members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, must be called by both the President and Secretary at the request in writing of both voting members. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a special meeting of the membership stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least ten (10) days before such meeting.

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

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

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

Section 7. Quorum: A majority of the members of the association present in person or represented by written proxy, as allowed by Florida Statute 718.112(2)(b), shall be requisite to and shall constitute a quorum at all meetings of members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation, or by these By-Laws. Should a duly called meeting fail to attain a quorum, the meeting may be lawfully adjourned and rescheduled. The rescheduled meeting, however, must be properly noticed in accordance with the requirements of Article II, Section 6(B) regarding notice.

Section 8. Waiver and Consent: Whenever the vote of the members at a meeting is required or permitted by any provision of the statutes or the Certificate of Incorporation or by these



By-Laws to be taken in connection with any action of the corporation, the meeting and vote of the members may be dispensed with if all members who would have been entitled to vote upon the action of such meeting, if such meeting were held, shall consent in writing to such action being taken.

ARTICLE VI  
NOTICES

Section 1. Definitions: Whenever under the provision of the Certificate of Incorporation or of these By-Laws, notice is required to be given to any Director or members, it shall not be construed to mean personal notice, but such notice may be given in writing by mail, by depositing same in post office or letter box in a postpaid, sealed wrapper addressed as appears on the books of the corporation.

ARTICLE VII

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

Section 2. Checks: All checks or demands for money and notes of the corporation shall be signed by any two (2) of the following officers: President, Secretary or Treasurer.

Section 3. Budget: At the annual meeting, the budget for the next fiscal year will be approved by the membership.

Section 4. Auditing Committee: The Board shall appoint two (2) members of the Association as an Auditing Committee for budget and bookkeeping records.

Section 5. Compliance with the Laws of the State of Florida: The timing and content of all notices to the membership of annual meeting and budget meetings must comply with the requirements of Florida Statute 718.112 with respect to the furnishing of notice and the line items and details of the annual budget.

Section 6. Collection of Common Expenses: Assessments shall be made against units not less frequently than quarterly in an amount which is not less than that required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Nothing in this paragraph shall preclude the right of an association to accelerate assessments of an owner delinquent in payment of common expenses. Accelerated assessments shall be due and payable on the date the claim of lien is filed. Such accelerated assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.



ARTICLE VIII  
SEAL

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

ARTICLE IX  
HOUSE RULES

In addition to the provisions of the Declaration or elsewhere in these By-Laws, the following house rules, together with such additional rules and regulations as may be hereafter adopted by the Board of Directors, shall govern the use of the condominium units located in the property and the conduct of all residents thereof.

Section 1. OPERATION OF THE CONDOMINIUM:

A. Employees of the Association or Management Firm shall be responsible to the Board of Directors of the Association.

Section 2. PARKING:

No commercial vehicles, boat trailers, boats, non-drivable vehicles or recreational vehicles may be parked in an exterior parking space for longer than forty-eight (48) hours.

Section 3. PETS: Owners and occupants of the condominium units shall be entitled to harbor normal, domestic pets under the following conditions and provisions;

A. Owners and occupants of the condominium units may have pets provided such pets do not constitute a nuisance to other owners.

B. Owners shall be limited to one (1) pet per unit, not to exceed twenty-five (25) pounds.

C. Dogs shall be kept on a lease at all times when outside the condominium unit. Owners are required to clean up any animal excrement left by their pet.

Section 4. BUILDING APPEARANCE AND MAINTENANCE:

A. The sidewalks, walkways, stairwells, elevators, entrances and all of the limited common elements and common elements must not be obstructed or encumbered or used for any purpose other than ingress or egress to and from the premises; nor shall any carriages, bicycles, wagons, shopping carts, chairs, benches, tables or any other object of a similar nature be left thereon.



B. Personal property of all unit owners shall be stored within their condominium unit or assigned storage area.

C. No garbage cans; except on trash collection days, supplies, containers or other articles shall be placed in or on the walkways, stairwells and entry ways, nor shall any linens, clothes, curtains, rugs, mops, laundry or other articles are to be shaken or hung from any of the windows, doors, balconies or entryways, or exposed on any part of the limited common elements or common elements and the limited common elements and common elements shall be kept free and clear of refuse, debris and other unsightly materials.

D. No unit owner shall allow anything whatsoever to fall from the windows, balconies, entryways or doors of the premises, nor shall dirt or any other substance be swept or thrown outside of his unit or on the limited common elements or common elements of the condominium.

E. Refuse and garbage shall be bagged and deposited only in each unit owner's garbage can.

F. No unit owner shall make or permit any disturbing noises or noxious odor by himself, his family, servants, employees, agents, visitors and licensees, nor permit anything by such person that will interfere with the rights, comfort or convenience of other unit owners. No unit owner shall play upon or permit to be played upon any musical instruments or operate or permit to be operated a phonograph, television, radio or sound amplifier in his unit in such a manner as to annoy other occupants of the condominium.

G. Every owner shall have the right, without consent of the Association, to place upon the common elements of his units, one (1) professionally made sign which shall not be larger than 9 square feet and which shall contain no wording other than "For Sale" or "For Rent", the name and address of one (1) registered real estate broker and the telephone number of the owner or his agent. No other sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in or upon any part of the condominium units, limited common elements or condominium property by any owner or occupant.

H. No inflammable, combustible or explosive fluid, chemicals or substance shall be kept in any unit or on the limited common elements except such as are required for normal household use.

I. Unit owners, residents, their families, guests, servants, employees, agents, or visitors shall not at any time or for any reason enter upon or attempt to enter upon the roof of the condominium.



J. Owners shall not use or permit the use of the premises in any manner which would be a nuisance to other unit owners, permit or suffer anything to be done to increase the insurance rates of his unit or the common elements, conduct any immoral or illegal act in his unit or on the common elements or in such way as to be injurious to the reputation of the property.

K. Outdoor cooking will be limited to the confines of the individual unit space or balcony or other area reserved for such purpose.

Section 5. ALTERATION OF CONDOMINIUM:

Unit owners are specifically cautioned that their right to make any addition, change, alteration or decoration to the exterior appearance of any portion of the condominium is subject to the provisions of the Declaration of Condominium. For example, no unit owner may install screen doors, enclose his balcony or apply any type of film or covering to the inside or outside of windows or glass doors without the prior written consent of the Board of Directors.

Section 6. EMERGENCIES IN OWNER'S ABSENCE:

A. In order that proper steps and procedures may be taken in the minimum amount of time during an emergency situation, the Association shall request pass-keys to all units. In the event a unit owner should choose for management not to retain a pass-key or he should alter or change his locks and if the Association finds it necessary to gain access to the unit in an emergency, the unit owner shall hold the Association harmless from any and all necessary damage or liability resulting from such entry. In accordance with Section 718.111(5) of the Florida Statutes, the Association has the irrevocable right to access to each unit during reasonable hours, on reasonable notice, when necessary for the maintenance, repair and replacement of any common elements or making emergency repairs necessary to prevent damage to the common elements or to another unit or units.

B. Any unit owner who plans to be absent from his unit for an extended period of time must prepare his unit prior to his departure in the following manner:

1. By removing all furniture, plants and other objects from his porch, balcony, etc.

2. By designated a responsible caretaker, be it a firm, individual or manager, to care for his unit should his unit suffer any damage caused by storms, hurricanes, winds or other violent acts of nature. The manager and the Association shall be provided with the name of each unit owner's aforesaid caretaker.



Section 7. CHILDREN:

A. Owners - There are no restrictions for owners of condominium units.

B. Renters - There are no restrictions for renters of condominium units.

Section 8. ADDITIONAL RULES AND REGULATIONS:

The Board of Directors of the Association reserves the right to make additional rules and regulations as may be required from time to time without the consent of the Condominium Association members. These additional rules and regulations shall be binding as all other rules and regulations previously adopted.

ARTICLE X  
DEFAULT

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

Section 2. If the corporation becomes the owner of a condominium parcel by reason of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated, it shall deduct from such proceeds all sums of money due it for the monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including a reasonable attorneys fee, and any and all expenses incurred in the resale of the condominium parcel which shall include but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the condominium parcel in question. All monies remaining after deducting the foregoing items of expense is common surplus which is owned by unit owners in the same shares as their ownership interest in the common elements.



Section 3. In the event of a violation of the provisions of the enabling Declaration, corporate charter or restrictions and By-Laws, as same are now or may hereafter be constituted, the corporation, on its own behalf, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents hereinabove enumerated, or sue for damages or take all such courses of action at the same time, or for such other legal remedy as it may deem appropriate.

Section 4. In the event of such legal action brought against a condominium parcel owner, the losing defendant shall pay the plaintiff's reasonable attorneys fees and court costs. Each owner of a condominium parcel, for himself, his heirs, successors and assigns agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the corporation, regardless of the availability of the other equally adequate legal procedures. It is the intent of all owners of condominium parcels to give to the corporation a method and procedure which will enable it at all times to operate on a business-like basis, to collect these monies due and owing it from the owners of condominium parcels and to preserve each owner's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

ARTICLE XI  
REGISTERS

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

ARTICLE XII  
AMENDMENT OF BY-LAWS

The By-Laws of the corporation may be altered, amended or repealed unless strictly prohibited herein, at any regular or special meeting of the members by a 75% vote of all designated voting members of the corporation, unless a contrary vote is required pursuant to the Articles of Incorporation, and provided said membership has been given notice in accordance with these By-Laws, and that the notice, as aforesaid, contains a full statement of the proposed amendment. No modification or amendment to the By-Laws shall be valid unless set forth or annexed to a duly recorded amendment to the Declaration of Condominium.



ARTICLE XIII  
RESOLUTION OF DISPUTES

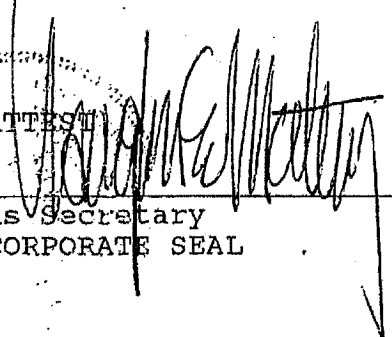
In the event that the owners, members, directors or officers are not able to take action upon any matter properly coming before the Association, including specifically, but not limited to, voting upon the election of officers or directors, approval of budgets, assessments, enforcement of maintenance, filing of liens for dues and assessments, selection of providers of various goods and services to the Association or matters including proposed amendments to the Declaration, By-Laws or rules and regulations of the Association because of a deadlock in voting or procedural matters of any kind, the dispute shall, upon written notice and request of any member or director to all members and directors for arbitration, be referred to binding arbitration, as provided under the laws of the State of Florida, for the dissolution of such issue or issues, which may be enumerated in the said notice and request for arbitration. All costs, fees and expenses of arbitration shall be borne by the Association. The parties may seek enforcement of the provision by application to a court of proper jurisdiction within the venue of Pinellas County, Florida. Prior to the institution of court litigation, of any kind, the parties to the dispute must petition the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business Regulation of the State of Florida for mandatory non-binding arbitration.

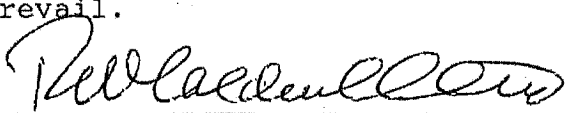
ARTICLE XIV  
CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires.

Should any of the covenants herein imposed be void or be or become unenforceable at law, or in equity, the remaining provisions of this instrument shall, nevertheless be and remain in full force and effect.

Should any of the covenants herein imposed be contradictory to any provision in the Declaration of Condominium, then the Declaration of Condominium shall prevail.

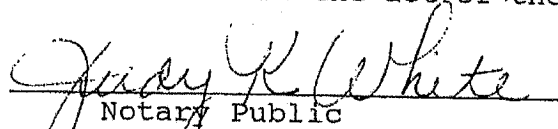
ATTEST  
  
As Secretary  
CORPORATE SEAL

  
As President

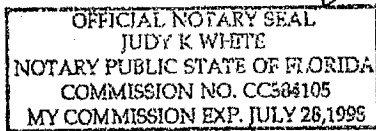


STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 15 day of June, 1995, before me, the undersigned authority, personally appeared ROBERT W. CALDWELL, III, and VAUGHN E. MCCARTHY, President and Secretary respectively of SEA TRAIL HOMEOWNER'S ASSOCIATION, INC., and who acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes herein mentioned, and that they caused to be affixed thereto the official seal of the corporation and the execution of this instrument is the act of the corporation as indicated.

  
Notary Public

My Commission Expires:





**SEA TRAIL HOMEOWNERS ASSOCIATION, INC**  
**1206 GULF BOULEVARD**  
**INDIAN ROCKS BEACH, FLORIDA 33785**

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**HOA Policy: Common Element Parking Areas, Effective January 1, 1998**

**Defined:** The two (2) common element parking areas out front (one to the north and one to the south) are not intended to be parking spaces by design. These areas are intended to be turn-around areas for ease and safe entry on to Gulf Boulevard. It is recognized, though, that our complex lacks sufficient guest spaces and some accommodation can be made with these turn-around areas, hereafter known as guest parking spaces.

**Policy Governing Guest Spaces:**

- No overnight parking allowed for any vehicle.
- No parking of vehicles owned by a unit owner other than for brief periods of time to accommodate errands, vehicle swapping from garage, etc. It is expected that owners may use these spots for "an hour or two" on occasion.
- Guests of owners may park in these common element parking areas only if a guest vehicle also occupies the space immediately in front of the owner's garage. Given such, the guest space can only be occupied when an instance of a second guest vehicle exists.

Once a second guest vehicle condition exists the following apply:

No overnight or multiple day parking. Any guest who will be on site for more than a day or two should use the public access parking to our south. Owners can secure parking stickers from the City for overnight parking capabilities.

Vehicles parked in guest spaces must not be of a size or parked in a manner to hinder the ingress or egress of units "A" or "F". If a vehicle meets this condition it must be moved immediately.

- All unit owners are expected to govern themselves and their guests accordingly.

*Thank You*



# ABBREVIATIONS:

A1	Asphalt Paving	1	Asphalt
A2	Asphalt Paving	2	Asphalt
A3	Asphalt Paving	3	Asphalt
A4	Asphalt Paving	4	Asphalt
A5	Asphalt Paving	5	Asphalt
A6	Asphalt Paving	6	Asphalt
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A99	Asphalt Paving	99	Asphalt
A100	Asphalt Paving	100	Asphalt

## SEATRAIL DEVELOPMENT CORPORATION GULFPORT FLORIDA

PROJECT: SEATRAIL TOWNHOMES  
1206 GULF BLVD, INDIAN ROCKS BEACH FL.

### DRAWING SYMBOLS:

	NORTH ARROW		Island Right Rd
	SECTION INDICATOR		Island Right Rd
	DETAIL INDICATOR		Island Right Rd
	Mark		Island Right Rd
	ELEVATION TARGET		Island Right Rd
	WINDOW MARK		Island Right Rd
	DOOR MARK		Island Right Rd
	DRAWING SECTION		Island Right Rd
	EXISTING CONTOUR		Island Right Rd
	NEW CONTOUR		Island Right Rd
	SWALE INDICATOR		Island Right Rd
	VERTICAL REINFORCED		Island Right Rd
	VERTICAL CONCRETE		Island Right Rd

### DRAWING LIST:

A1	COVER SHEET
A2	FOUNDATION PLAN
A3	1ST FLOOR DETAILS
A4	2ND FLOOR PLANS 3/16" SCALE
A5	3RD FLOOR PLANS 3/16" SCALE
A6	1ST, 2ND AND 3RD FLOOR PLANS 1/4" SCALE
A7	FRONT AND REAR ELEVATIONS 3/16" SCALE
A8	SIDE ELEVATIONS 3/16" SCALE
A9	KITCHEN ELEVATIONS, AND SCHEDULES
A10	BUILDING SECTION 1/2" SCALE
A11	DETAILS
A12	FLOOR FRAMING PLANS
A13	ROOF FRAMING PLAN
A14	HVAC PLANS
A15	LIGHTING PLANS, POWER PLANS
A16	PLUMBING

**SEATRAIL TOWNHOMES**

SEATRAIL DEVELOPMENT INC

1206 GULF BLVD, INDIAN ROCKS BEACH FL.

ARCHCAD ASSOCIATES ARCHITECTS • ARCHITECTURE • INTERIORS • PLANNING • 233 1ST STREET N.E. • SUITE 2 • ST. PETERSBURG FL 33701 • (813) 823-6495 FAX (813) 823-6495

COVER SHEET

DATE: 6-2-94

DESIGNED BY: EAC

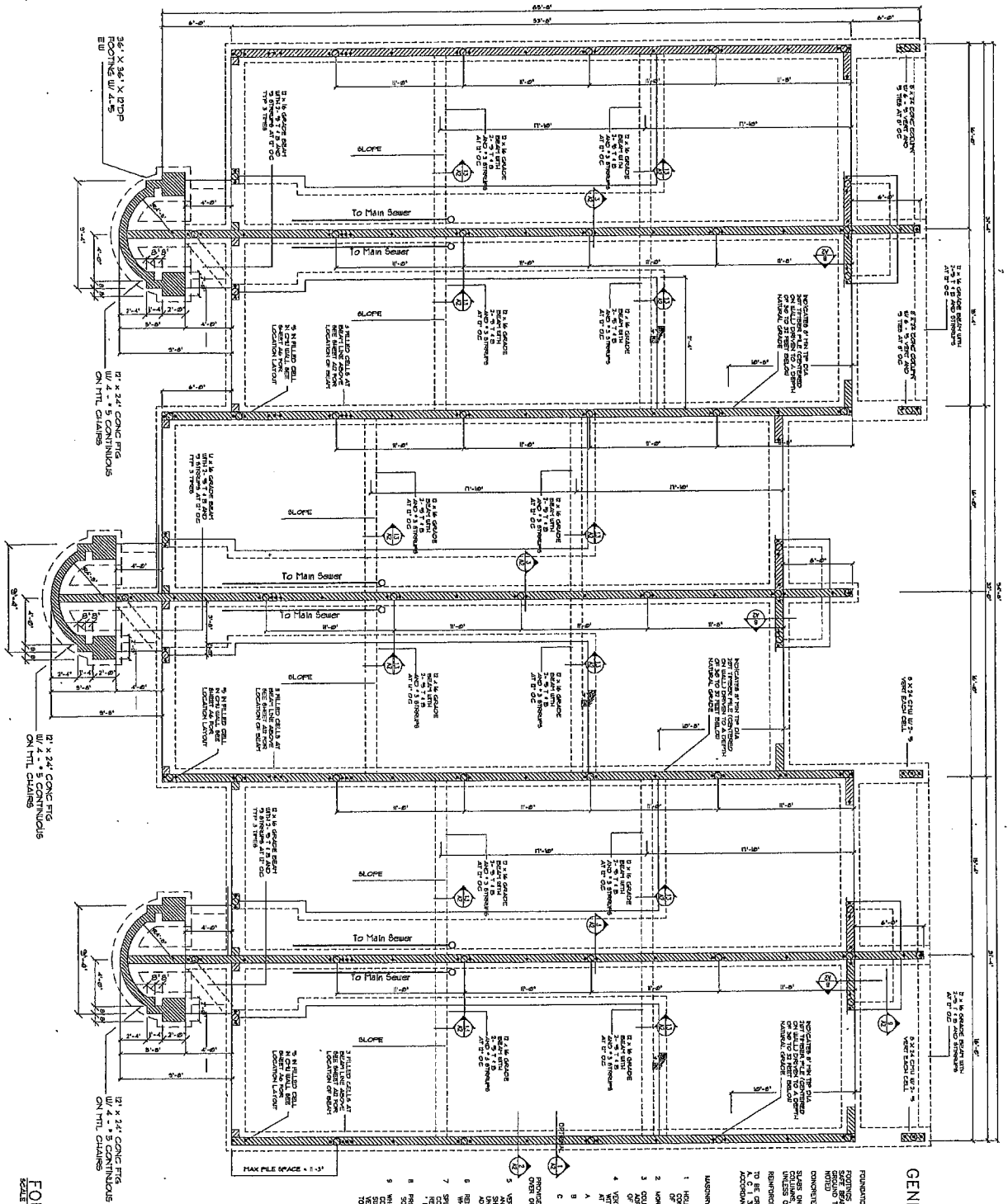
CHECKED BY: EAC

REVISIONS:

TITLE: SEATRAIL TOWNHOMES

SHEET: C1 OF 17





# GENERAL NOTES

1. FOUNDATIONS TO BE BUILT ON UNDISTURBED NATURAL GROUND OR A MINIMUM SAFE BEARING CAPACITY OF 2,000 PSF. ALL FOUNDATION SHALL BE NOTED TO BE 4\"/>

2. REINFORCING STEEL SHALL BE TYPE 60, 3. CORROSION RESISTANT TYPE 316 L OR 316 SS, COMPENSATING TO ASH CUTO
3. COLUMN SHALL BE 12\"/>

## FOUNDATION PLAN

<b>SEATRIL TOWNHOMES</b> ARCHCAD ASSOCIATES ARCHITECTS • ARCHITECTURE • INTERIORS • PLANNING • 601 1ST AVE NORTH • SUITE 501 • ST PETERSBURG FL 33701 • (813) 822-6420 FAX (813) 822-6420		<b>FOUNDATION PLAN</b> PROJECT NO. 17 DATE 04-14-04 DRAWN BY: JAM CHECKED BY: JAM PROJECT NO. 17 DATE 04-14-04 DRAWN BY: JAM CHECKED BY: JAM	ARCHCAD ARCHCAD ASSOCIATES ARCHITECTS 601 1ST AVE NORTH • SUITE 501 • ST PETERSBURG FL 33701 • (813) 822-6420 FAX (813) 822-6420
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<p>1 FOUNDATION DETAIL EXTERIOR BEARING WALL VASDRY SCALE 3/4"=1'-0"</p> <p>4" CONCRETE SLAB W/ 4" x 6" REIN. BUILT ON 4" TIL. VASDRY VASDRY BARRIER</p> <p>8" x 10" GRADE BEAM AT 1'-0" ON CENTER OF WALL JOINT AND 2" x 10" ON CENTER OF WALL JOINT. REIN. BUILT ON 4" TIL. VASDRY VASDRY BARRIER</p>	<p>2 FOUNDATION DETAIL EXTERIOR BEARING WALL AT GARAGE SCALE 3/4"=1'-0"</p> <p>4" CONCRETE SLAB W/ 4" x 6" REIN. BUILT ON 4" TIL. VASDRY VASDRY BARRIER</p> <p>8" x 10" GRADE BEAM AT 1'-0" ON CENTER OF WALL JOINT AND 2" x 10" ON CENTER OF WALL JOINT. REIN. BUILT ON 4" TIL. VASDRY VASDRY BARRIER</p>	<p>3 FOUNDATION DETAIL EXTERIOR BEARING WALL AT GARAGE SCALE 3/4"=1'-0"</p> <p>4" CONCRETE SLAB W/ 4" x 6" REIN. BUILT ON 4" TIL. VASDRY VASDRY BARRIER</p> <p>8" x 10" GRADE BEAM AT 1'-0" ON CENTER OF WALL JOINT AND 2" x 10" ON CENTER OF WALL JOINT. REIN. BUILT ON 4" TIL. VASDRY VASDRY BARRIER</p>	<p>4 WALL INTERSECTION DETAIL INTERIOR INTERSECTION SCALE 3/4"=1'-0"</p> <p>4" CONCRETE SLAB W/ 4" x 6" REIN. BUILT ON 4" TIL. VASDRY VASDRY BARRIER</p> <p>8" x 10" GRADE BEAM AT 1'-0" ON CENTER OF WALL JOINT AND 2" x 10" ON CENTER OF WALL JOINT. REIN. BUILT ON 4" TIL. VASDRY VASDRY BARRIER</p>
<p>5 FOUNDATION DETAIL EXTERIOR BEARING WALL SCALE 3/4"=1'-0"</p> <p>4" CONCRETE SLAB W/ 4" x 6" REIN. BUILT ON 4" TIL. VASDRY VASDRY BARRIER</p> <p>8" x 10" GRADE BEAM AT 1'-0" ON CENTER OF WALL JOINT AND 2" x 10" ON CENTER OF WALL JOINT. REIN. BUILT ON 4" TIL. VASDRY VASDRY BARRIER</p>	<p>6 WALL INTERSECTION DETAIL EXTERIOR CORNER SCALE 3/4"=1'-0"</p> <p>4" CONCRETE SLAB W/ 4" x 6" REIN. BUILT ON 4" TIL. VASDRY VASDRY BARRIER</p> <p>8" x 10" GRADE BEAM AT 1'-0" ON CENTER OF WALL JOINT AND 2" x 10" ON CENTER OF WALL JOINT. REIN. BUILT ON 4" TIL. VASDRY VASDRY BARRIER</p>	<p>7 FOUNDATION DETAIL EXTERIOR BEARING WALL SCALE 3/4"=1'-0"</p> <p>4" CONCRETE SLAB W/ 4" x 6" REIN. BUILT ON 4" TIL. VASDRY VASDRY BARRIER</p> <p>8" x 10" GRADE BEAM AT 1'-0" ON CENTER OF WALL JOINT AND 2" x 10" ON CENTER OF WALL JOINT. REIN. BUILT ON 4" TIL. VASDRY VASDRY BARRIER</p>	<p>8 WALL INTERSECTION DETAIL STEE DOWN AT ENTRY SCALE 3/4"=1'-0"</p> <p>4" CONCRETE SLAB W/ 4" x 6" REIN. BUILT ON 4" TIL. VASDRY VASDRY BARRIER</p> <p>8" x 10" GRADE BEAM AT 1'-0" ON CENTER OF WALL JOINT AND 2" x 10" ON CENTER OF WALL JOINT. REIN. BUILT ON 4" TIL. VASDRY VASDRY BARRIER</p>
<p>9 FOUNDATION DETAIL FOUNDATION DETAIL SCALE 3/4"=1'-0"</p> <p>4" CONCRETE SLAB W/ 4" x 6" REIN. BUILT ON 4" TIL. VASDRY VASDRY BARRIER</p> <p>8" x 10" GRADE BEAM AT 1'-0" ON CENTER OF WALL JOINT AND 2" x 10" ON CENTER OF WALL JOINT. REIN. BUILT ON 4" TIL. VASDRY VASDRY BARRIER</p>	<p>10 FOUNDATION DETAIL EXTERIOR BEARING GRADE BEAM SCALE 3/4"=1'-0"</p> <p>4" CONCRETE SLAB W/ 4" x 6" REIN. BUILT ON 4" TIL. VASDRY VASDRY BARRIER</p> <p>8" x 10" GRADE BEAM AT 1'-0" ON CENTER OF WALL JOINT AND 2" x 10" ON CENTER OF WALL JOINT. REIN. BUILT ON 4" TIL. VASDRY VASDRY BARRIER</p>	<p>11 FOUNDATION DETAIL FOUNDATION DETAIL SCALE 3/4"=1'-0"</p> <p>4" CONCRETE SLAB W/ 4" x 6" REIN. BUILT ON 4" TIL. VASDRY VASDRY BARRIER</p> <p>8" x 10" GRADE BEAM AT 1'-0" ON CENTER OF WALL JOINT AND 2" x 10" ON CENTER OF WALL JOINT. REIN. BUILT ON 4" TIL. VASDRY VASDRY BARRIER</p>	<p>12 FOUNDATION DETAIL FOUNDATION DETAIL SCALE 3/4"=1'-0"</p> <p>4" CONCRETE SLAB W/ 4" x 6" REIN. BUILT ON 4" TIL. VASDRY VASDRY BARRIER</p> <p>8" x 10" GRADE BEAM AT 1'-0" ON CENTER OF WALL JOINT AND 2" x 10" ON CENTER OF WALL JOINT. REIN. BUILT ON 4" TIL. VASDRY VASDRY BARRIER</p>
<p>13 FOUNDATION DETAIL FOUNDATION DETAIL SCALE 3/4"=1'-0"</p> <p>4" CONCRETE SLAB W/ 4" x 6" REIN. BUILT ON 4" TIL. VASDRY VASDRY BARRIER</p> <p>8" x 10" GRADE BEAM AT 1'-0" ON CENTER OF WALL JOINT AND 2" x 10" ON CENTER OF WALL JOINT. REIN. BUILT ON 4" TIL. VASDRY VASDRY BARRIER</p>	<p>14 FOUNDATION DETAIL FOUNDATION DETAIL SCALE 3/4"=1'-0"</p> <p>4" CONCRETE SLAB W/ 4" x 6" REIN. BUILT ON 4" TIL. VASDRY VASDRY BARRIER</p> <p>8" x 10" GRADE BEAM AT 1'-0" ON CENTER OF WALL JOINT AND 2" x 10" ON CENTER OF WALL JOINT. REIN. BUILT ON 4" TIL. VASDRY VASDRY BARRIER</p>	<p>15 FOUNDATION DETAIL FOUNDATION DETAIL SCALE 3/4"=1'-0"</p> <p>4" CONCRETE SLAB W/ 4" x 6" REIN. BUILT ON 4" TIL. VASDRY VASDRY BARRIER</p> <p>8" x 10" GRADE BEAM AT 1'-0" ON CENTER OF WALL JOINT AND 2" x 10" ON CENTER OF WALL JOINT. REIN. BUILT ON 4" TIL. VASDRY VASDRY BARRIER</p>	<p>16 FOUNDATION DETAIL FOUNDATION DETAIL SCALE 3/4"=1'-0"</p> <p>4" CONCRETE SLAB W/ 4" x 6" REIN. BUILT ON 4" TIL. VASDRY VASDRY BARRIER</p> <p>8" x 10" GRADE BEAM AT 1'-0" ON CENTER OF WALL JOINT AND 2" x 10" ON CENTER OF WALL JOINT. REIN. BUILT ON 4" TIL. VASDRY VASDRY BARRIER</p>

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DESIGN BY  
ARCHCAD  
DATE 8-2-94  
REVISIONS  
DATE 8-2-94  
BY 1013  
CHECKED BY 1013  
DATE 8-2-94  
BY 1013

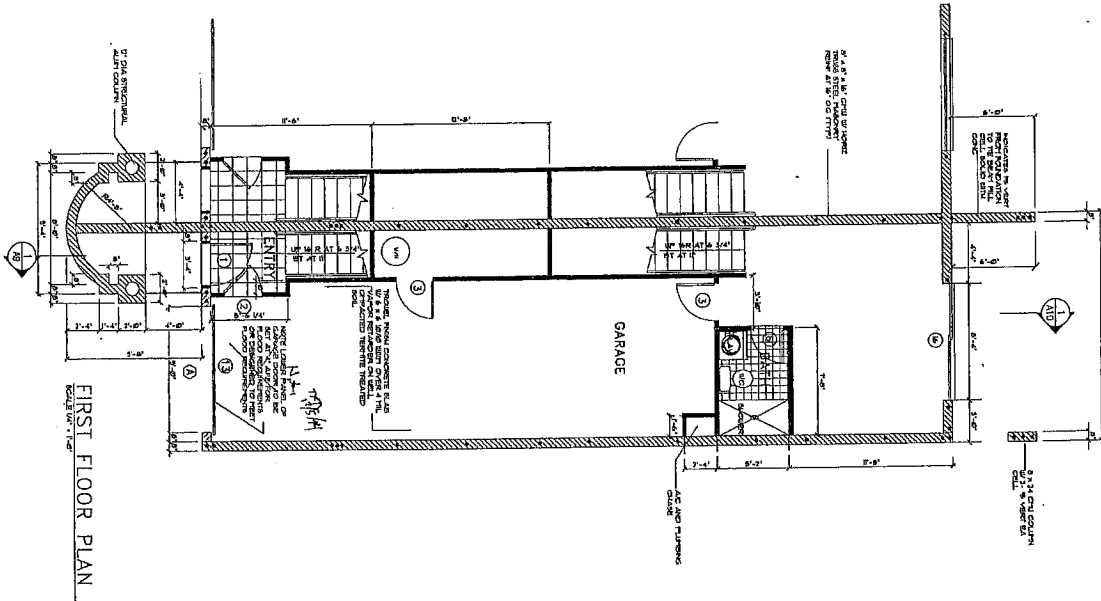
SEATRIL TOWNHOMES  
SEATRIL DEVELOPMENT INC  
CULFORTH FLORIDA  
ARCHCAD ASSOCIATES ARCHITECTS • ARCHITECTURE • INTERIORS • PLANNING • 323 1ST STREET N.E. • SUITE 2 • ST. PETERSBURG FL 33701 • (813) 823-5425 FAX (813) 823-5425

FOUNDATION DETAILS

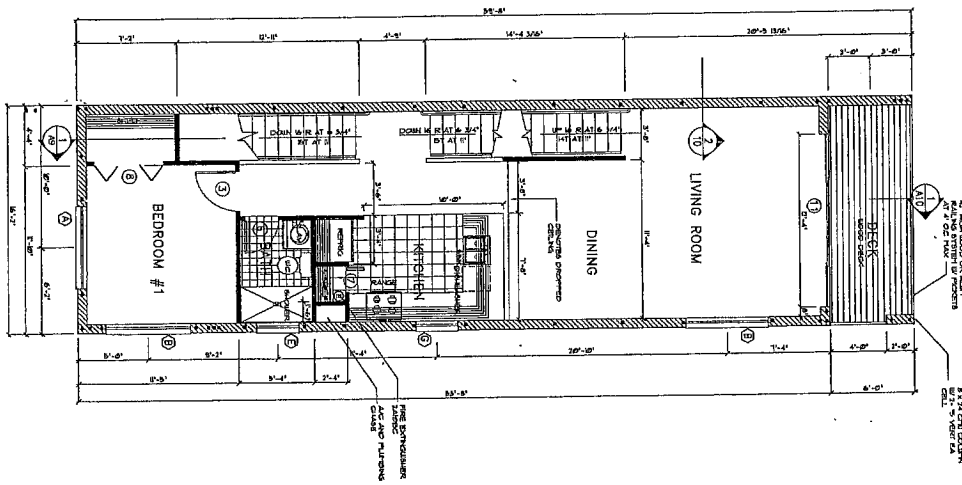
THE ARCHITECT'S CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE ARCHITECT'S CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE ARCHITECT'S CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.



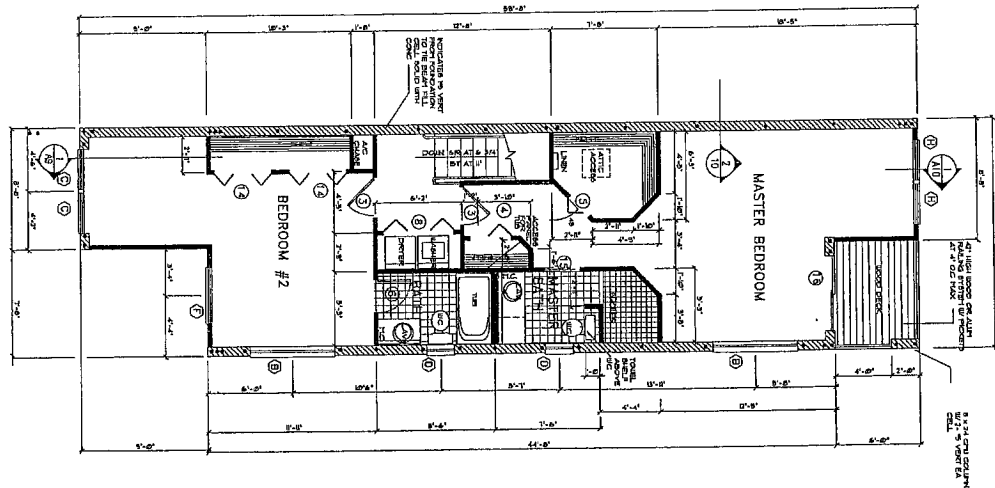




FIRST FLOOR PLAN  
SCALE 1/8" = 1'-0"



SECOND FLOOR PLAN  
SCALE 1/8" = 1'-0"



THIRD FLOOR PLAN  
SCALE 1/8" = 1'-0"

SHEET OF  
A617

REVISIONS	DATE
1. AS SHOWN	10/10/04
2. AS SHOWN	10/10/04

PROJECT NO. 0446  
DATE 6-2-04  
CHECKED BY EAC  
DRAWN BY EAC

## SEATRAIL TOWNHOMES

SEATRAIL DEVELOPMENT, INC.  
DAWSON, FLORIDA

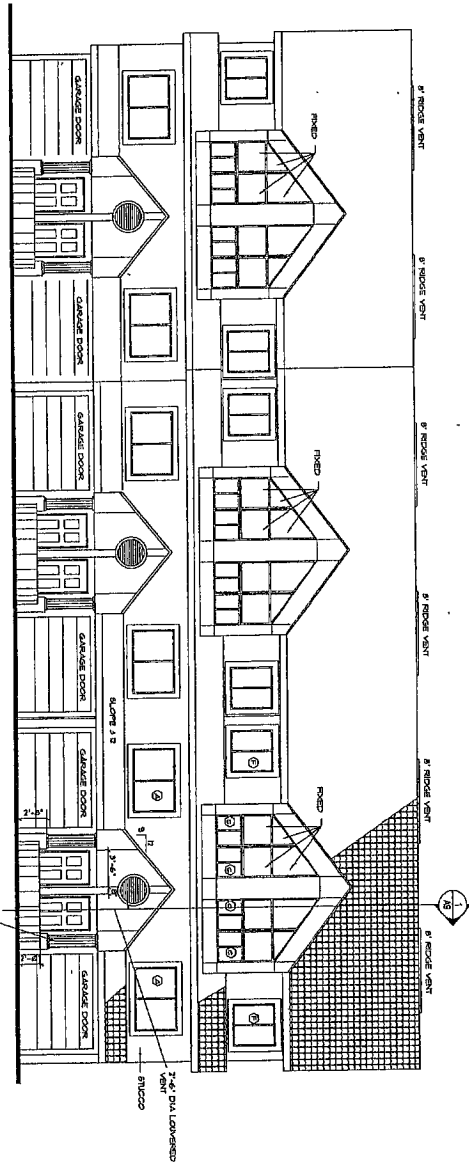
ARCHCAD ASSOCIATES ARCHITECTS • ARCHITECTURE • INTERIORS • PLANNING • 453 1ST STREET N.E. • SUITE 2 • 337 PETERSBURG, FL 33701 • (813) 823-8425 FAX (813) 823-6425

### FLOOR PLANS

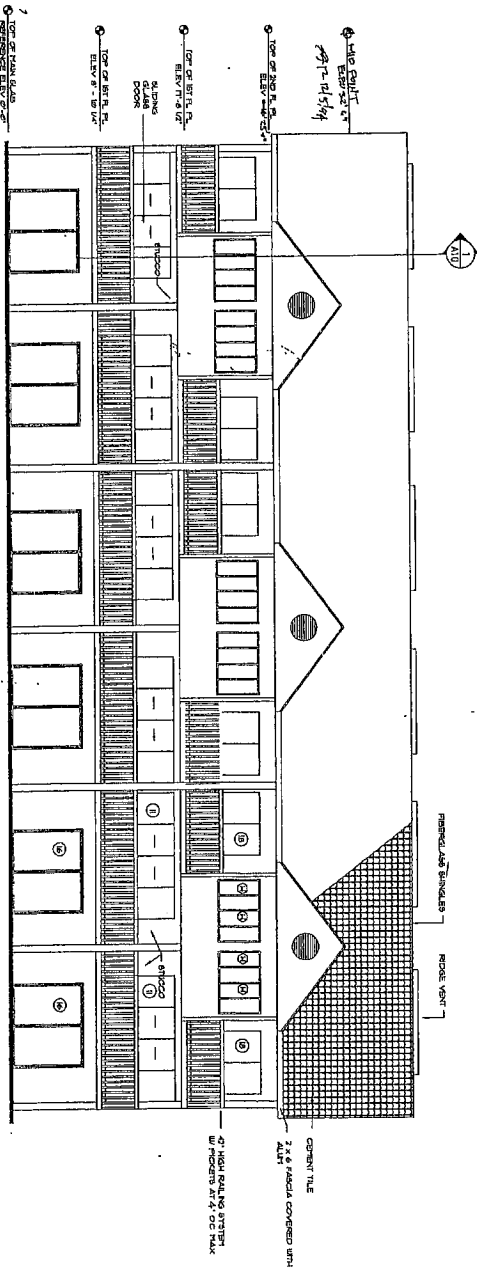
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FRONT ELEVATION  
SCALE 3/8" = 1'-0"



REAR ELEVATION  
SCALE 3/8" = 1'-0"



# EXTERIOR ELEVATIONS SIX UNIT

## SEATRIL THOWNHOMES

SEATRIL DEVELOPMENT INC  
OULDFORT FL

ARCHCAD ASSOCIATES ARCHITECTS • ARCHITECTURE • INTERIORS • PLANNING • 335 1ST STREET N.E. • SUITE 5 • ST. PETERSBURG FL 33701 • (813) 823-6425 FAX (813) 823-6425

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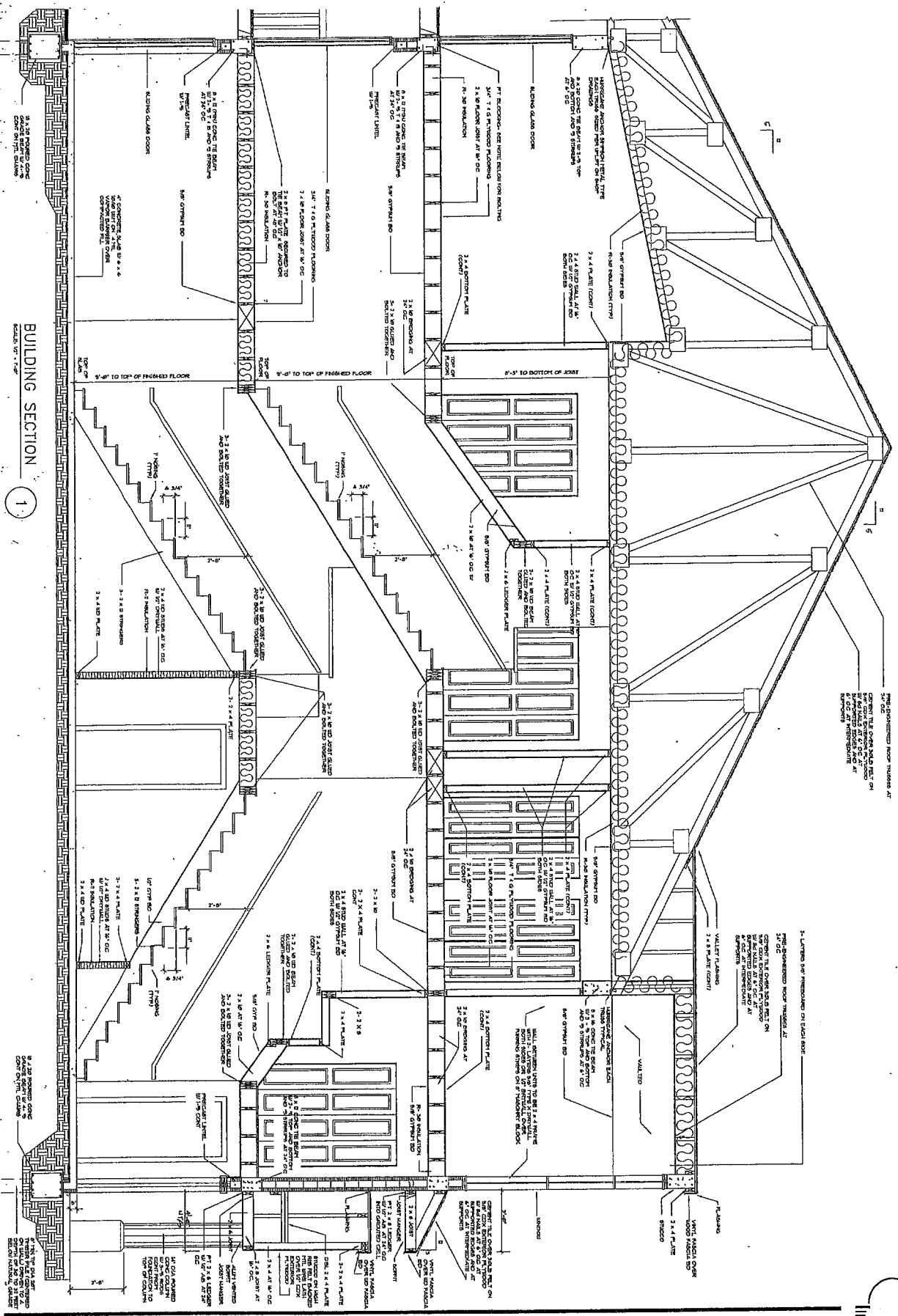
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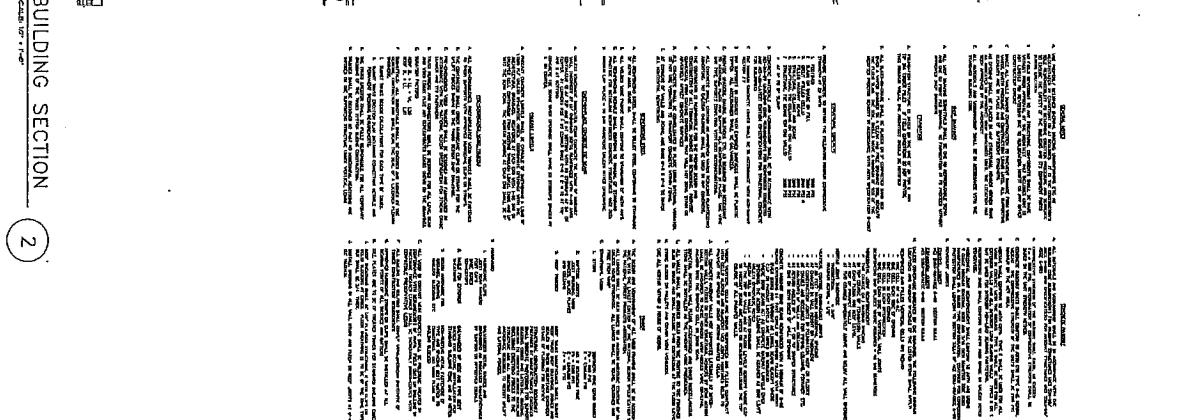


BUILDING SECTION  
1

<b>SEATRAIL TOWNHOMES</b> 1001 JAY AVE NORTH • SUITE 501 • ST. PETERSBURG, FL 33711 • (813) 623-5435 FAX (813) 623-5435		<b>BUILDING SECTION</b>	ARCHICAD ASSOCIATES ARCHITECTS • ARCHITECTURE • INTERIORS • PLANNING • 601 JAY AVE NORTH • SUITE 501 • ST. PETERSBURG, FL 33711 • (813) 623-5435 FAX (813) 623-5435
SHEET OF <b>A9 17</b>	REVISIONS DATE PROJECT NO. 5435 DATE 04-14-04 DRAWN BY CHECKED BY DESIGNED BY	ARCHICAD ASSOCIATES ARCHITECTS 1001 JAY AVE NORTH SUITE 501 ST. PETERSBURG, FL 33711 (813) 623-5435 FAX (813) 623-5435	ARCHICAD ASSOCIATES ARCHITECTS 1001 JAY AVE NORTH SUITE 501 ST. PETERSBURG, FL 33711 (813) 623-5435 FAX (813) 623-5435











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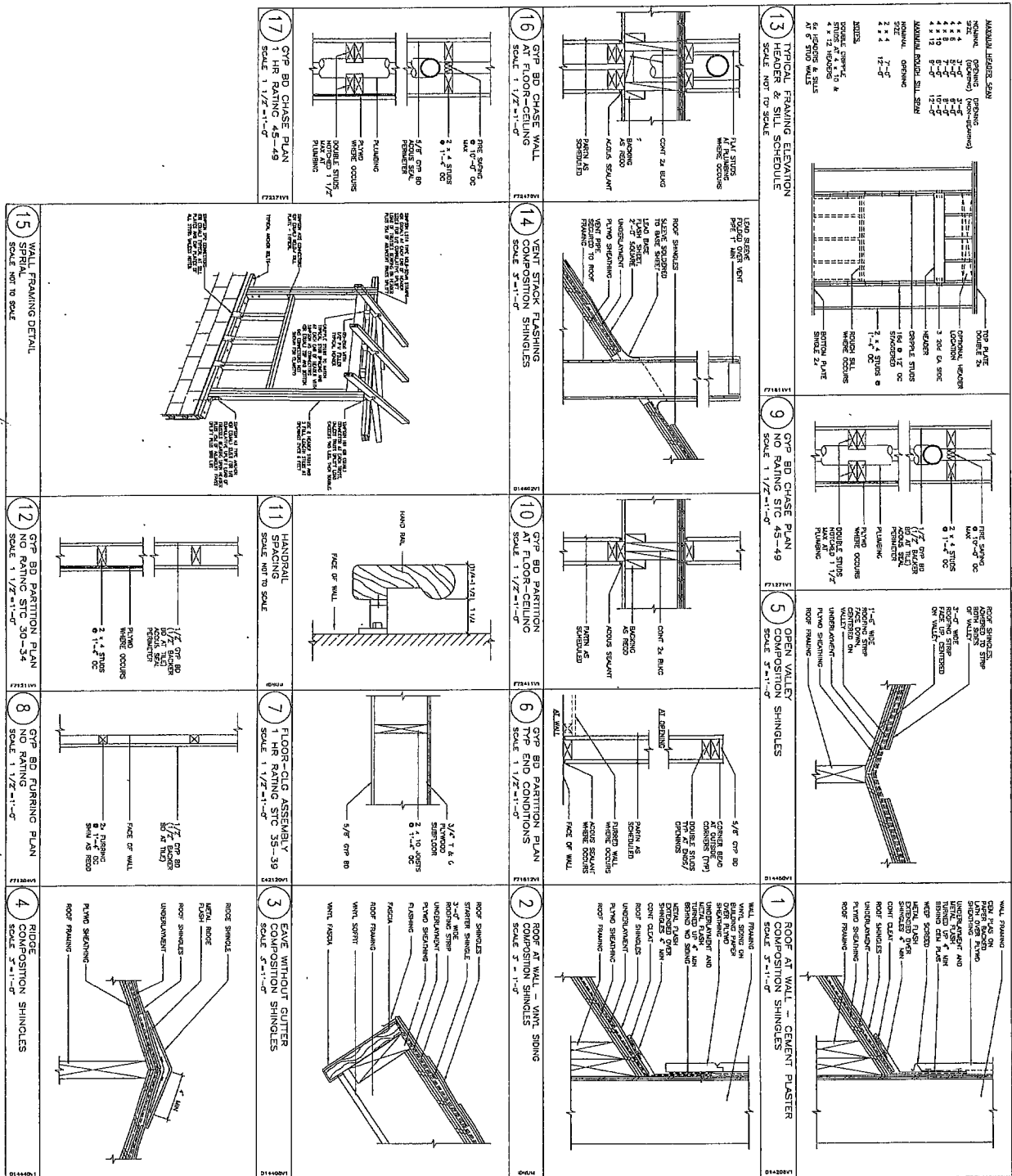
# DETAILS

## SEATRAIL TOWNHOMES

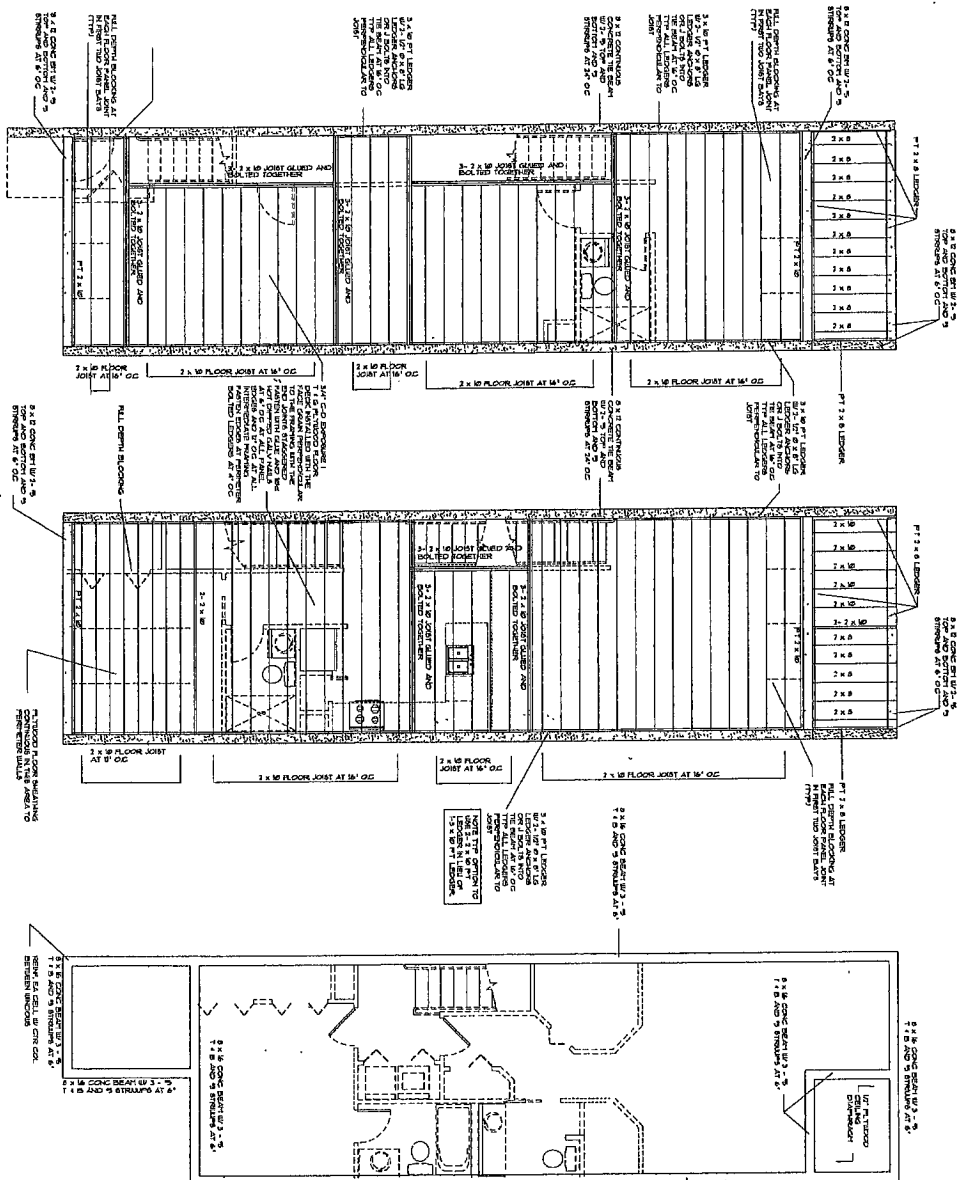
SEATRIL DEVELOPMENT INC  
GULFPORT, FLORIDA

ARCHCAD ASSOCIATES ARCHITECTS • ARCHITECTURE • INTERIORS • PLANNING • 353 1ST STREET N.E. • SUITE 2 • ST. PETERSBURG, FL 33701 • (813) 823-5425 FAX (813) 823-5425

PROJECT NO. 5416	DATE 8-2-94
DRAWN BY SAK	CHECKED BY SAK
INTERIOR	DATE
SHEET 17	OF 17







SECOND LEVEL FL FRAMING

THIRD LEVEL FL FRAMING

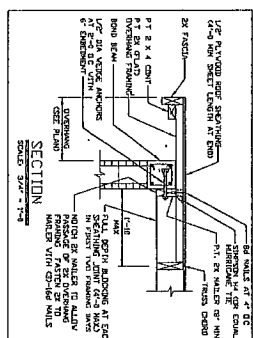
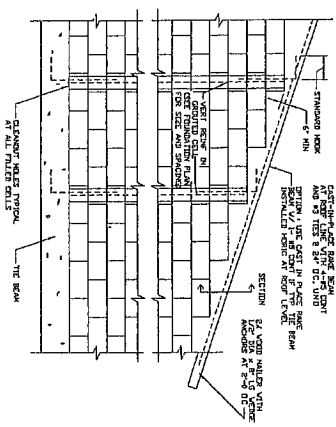
THIRD LEVEL FLOOR PLAN

CONTINUOUS GABLE ENDWALL

SCALE: 1/4" = 1'-0"

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES (IBC) AND THE INTERNATIONAL RESIDENTIAL CODES (IRC).
2. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT.
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SEATRIL TOWNHOMES

SEATRIL DEVELOPMENT, INC.  
GULFPORT, FLORIDA

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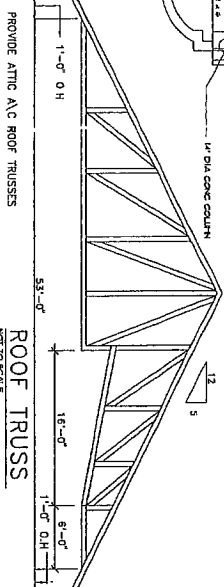
FLOOR FRAMING

DESIGN BY	DATE
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CHECKED BY	DATE
APPROVED BY	DATE
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## SCALE 316' - 1'-0"



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SEATRIAL DEVELOPMENT  
GILBERT, FLORIDA

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## ROOF FRAMING

ALL DIMENSIONS AND JOB CONDITIONS OF THE JOB SHALL BE CHECKED BY THE CONTRACTOR WHO SHALL BE RESPONSIBLE FOR THE SAME. ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT PRIOR TO THE START OF CONSTRUCTION.

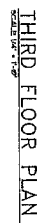
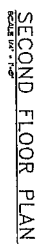
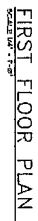
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ARCHCĀD

A1317

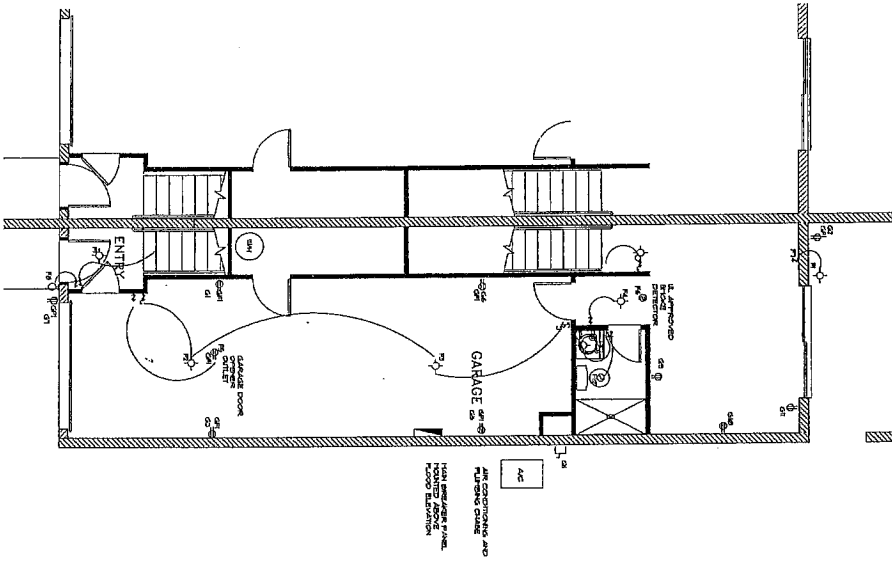
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PROJECT NO 2446	
DATE 8-2-84	
REVISIONS	DATE
ROOM MEETING	8-2-84
ROOM MEETING	8-8-84



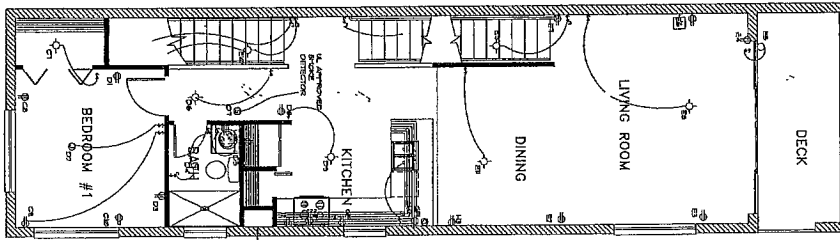


1. ALL EQUIPMENT, FURNITURE, AND INSTALLATION SHALL BE IN GOOD CONDITION WITH THE REMOVAL OF CORRUPTION AND IMPROPER BEHAVIOR. SEE 2.4
2. THE REMOVAL OF CORRUPTION AND IMPROPER BEHAVIOR SHALL BE IN GOOD CONDITION WITH THE REMOVAL OF CORRUPTION AND IMPROPER BEHAVIOR. SEE 2.4
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5. ALL EQUIPMENT, FURNITURE, AND INSTALLATION SHALL BE IN GOOD CONDITION WITH THE REMOVAL OF CORRUPTION AND IMPROPER BEHAVIOR. SEE 2.4

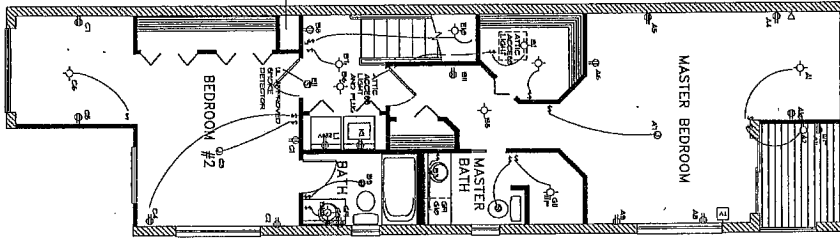




FIRST FLOOR PLAN



SECOND FLOOR PLAN



THIRD FLOOR PLAN

PANEL SCHEDULE

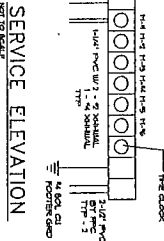
NO.	DESCRIPTION	AMPS	VOLTS	PHASES	WIRE TYPE	WIRE SIZE	TERMINALS
1	AC	100	120	1	THHN	10	1
2	AC	100	120	1	THHN	10	1
3	AC	100	120	1	THHN	10	1
4	AC	100	120	1	THHN	10	1
5	AC	100	120	1	THHN	10	1
6	AC	100	120	1	THHN	10	1
7	AC	100	120	1	THHN	10	1
8	AC	100	120	1	THHN	10	1
9	AC	100	120	1	THHN	10	1
10	AC	100	120	1	THHN	10	1
11	AC	100	120	1	THHN	10	1
12	AC	100	120	1	THHN	10	1
13	AC	100	120	1	THHN	10	1
14	AC	100	120	1	THHN	10	1
15	AC	100	120	1	THHN	10	1
16	AC	100	120	1	THHN	10	1
17	AC	100	120	1	THHN	10	1
18	AC	100	120	1	THHN	10	1
19	AC	100	120	1	THHN	10	1
20	AC	100	120	1	THHN	10	1

LOAD CALCULATIONS

LOAD CALCULATIONS

NO.	DESCRIPTION	AMPS	VOLTS	PHASES	WIRE TYPE	WIRE SIZE	TERMINALS
1	AC	100	120	1	THHN	10	1
2	AC	100	120	1	THHN	10	1
3	AC	100	120	1	THHN	10	1
4	AC	100	120	1	THHN	10	1
5	AC	100	120	1	THHN	10	1
6	AC	100	120	1	THHN	10	1
7	AC	100	120	1	THHN	10	1
8	AC	100	120	1	THHN	10	1
9	AC	100	120	1	THHN	10	1
10	AC	100	120	1	THHN	10	1
11	AC	100	120	1	THHN	10	1
12	AC	100	120	1	THHN	10	1
13	AC	100	120	1	THHN	10	1
14	AC	100	120	1	THHN	10	1
15	AC	100	120	1	THHN	10	1
16	AC	100	120	1	THHN	10	1
17	AC	100	120	1	THHN	10	1
18	AC	100	120	1	THHN	10	1
19	AC	100	120	1	THHN	10	1
20	AC	100	120	1	THHN	10	1

SERVICE ELEVATION



ELECTRICAL

1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL OTHER APPLICABLE CODES.
2. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (NEC).
3. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (NEC).
4. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (NEC).
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20. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (NEC).



**SEATRIL TWHOMES**

SEATRIL DEVELOPMENT INC.

GULFPORT, FLORIDA

**ELECTRICAL PLAN**

ARCHCAD ASSOCIATES ARCHITECTS • ARCHITECTURE • INTERIORS • PLANNING • 187 1ST STREET N.E. • SUITE 8 • ST. PETERSBURG, FL 33701 • (813) 583-8460 FAX (813) 583-8465

DATE: 6-2-94

PROJECT: P.O. 200

DRAWN BY: EAK

CHECKED BY: EAK

REVISIONS:

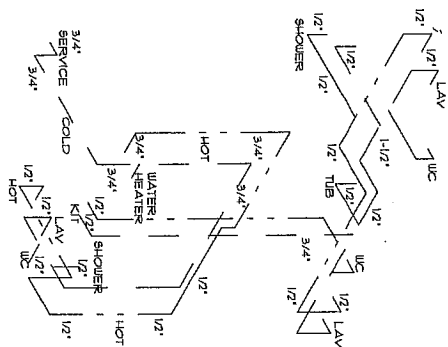
NO.	DATE	DESCRIPTION
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SHEET

**E117**

OF





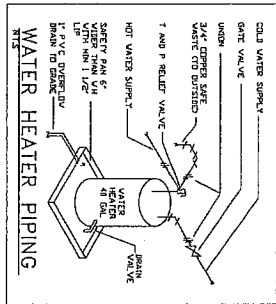
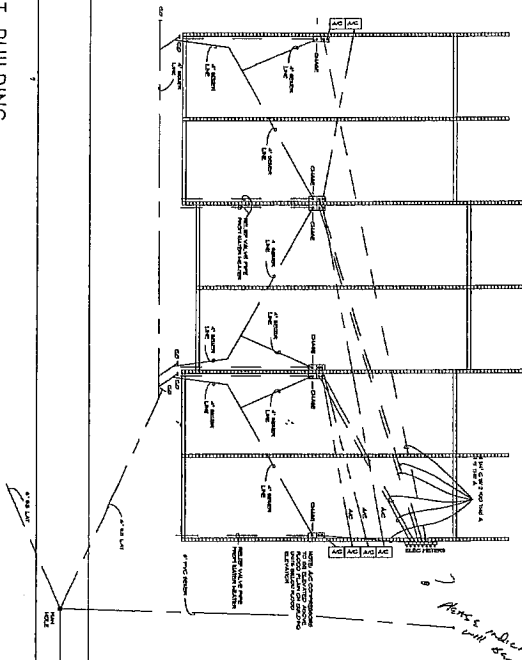
WATER RISER

NOT TO SCALE

*Please indicate the Riser System*

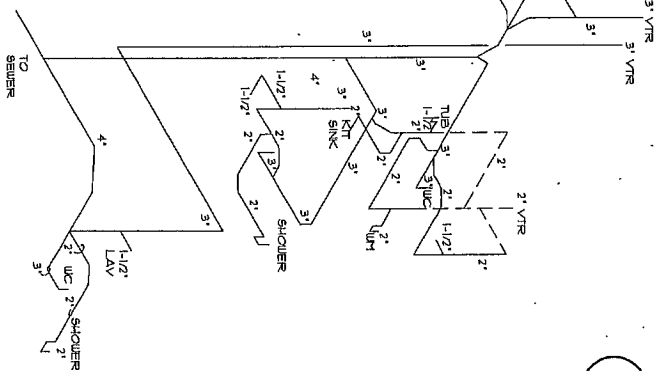
UNIT BUILDING

NOT TO SCALE



PLUMB RISER

NOT TO SCALE



PLUMBING

1. THE CONTRACTOR SHALL VERIFY ALL UTILITIES AND PLUMBING LOCATIONS OF PLUMBING EQUIPMENT PRIOR TO STARTING WORK.
2. THE PLUMBING CONTRACTOR SHALL FINISH AND INSTALL ALL PIPING AND EQUIPMENT IN THE BEST WORKMANLIKE MANNER, TO THE COMPLETE SATISFACTION OF THE CLIENT.
3. PROVIDE A PRESSURE REDUCING REGULATOR IN THE COLD WATER SERVICE LINE TO THE WATER PRESSURE OF ABOVE TO 150 PSI.
4. PROVIDE A PRESSURE REDUCING REGULATOR IN THE COLD WATER SERVICE LINE TO THE WATER PRESSURE OF ABOVE TO 150 PSI.
5. PROVIDE SERVICE VALVES FOR BOTH HOT AND COLD WATER AT EACH PLUMBING FIXTURE.
6. PROVIDE 1" HIGH AIR CHAMBERS BEFORE THE SERVICE VALVE AT LAVATORY, SINK, URINAL, AND WATER HEATER.
7. PROVIDE SLOPED DRAINAGE STRUCTURE TO SUPPORT ALL STRUCTURE ABOVE. STRIPS SHALL BE SPACED NO MORE THAN 6" ON CENTER.
8. SINK, URINAL, AND WATER HEATER SHALL BE SUPPORTED BY THE SINK, URINAL, AND WATER HEATER. THE SINK, URINAL, AND WATER HEATER SHALL BE SUPPORTED BY THE SINK, URINAL, AND WATER HEATER. THE SINK, URINAL, AND WATER HEATER SHALL BE SUPPORTED BY THE SINK, URINAL, AND WATER HEATER.
9. INSULATION SHALL BE 1" CLASS FIBER WITH WATER BARRIERS (NON-CONDENSIBLE).
10. THE PLUMBING CONTRACTOR SHALL GUARANTEE ALL THE PLUMBING OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE CLIENT. THE PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DEFECTS OR DAMAGE TO THE PLUMBING SYSTEM DURING THE WARRANTY PERIOD.

SHEET OF  
P117

# SEATRAIL TOWNHOUSE

SEATRAIL DEVELOPMENT INC  
DADE COUNTY, FLORIDA

## PLUMBING PLAN

ARCHCAD ASSOCIATES ARCHITECTS • ARCHITECTURE • INTERIORS • PLUMBING • 232 1ST STREET N.E. • SUITE 1 • ST. PETERSBURG, FL 33701 • (813) 882-6426 FAX (813) 882-6486



THE PLUMBING CONTRACTOR SHALL GUARANTEE ALL THE PLUMBING OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE CLIENT. THE PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DEFECTS OR DAMAGE TO THE PLUMBING SYSTEM DURING THE WARRANTY PERIOD.









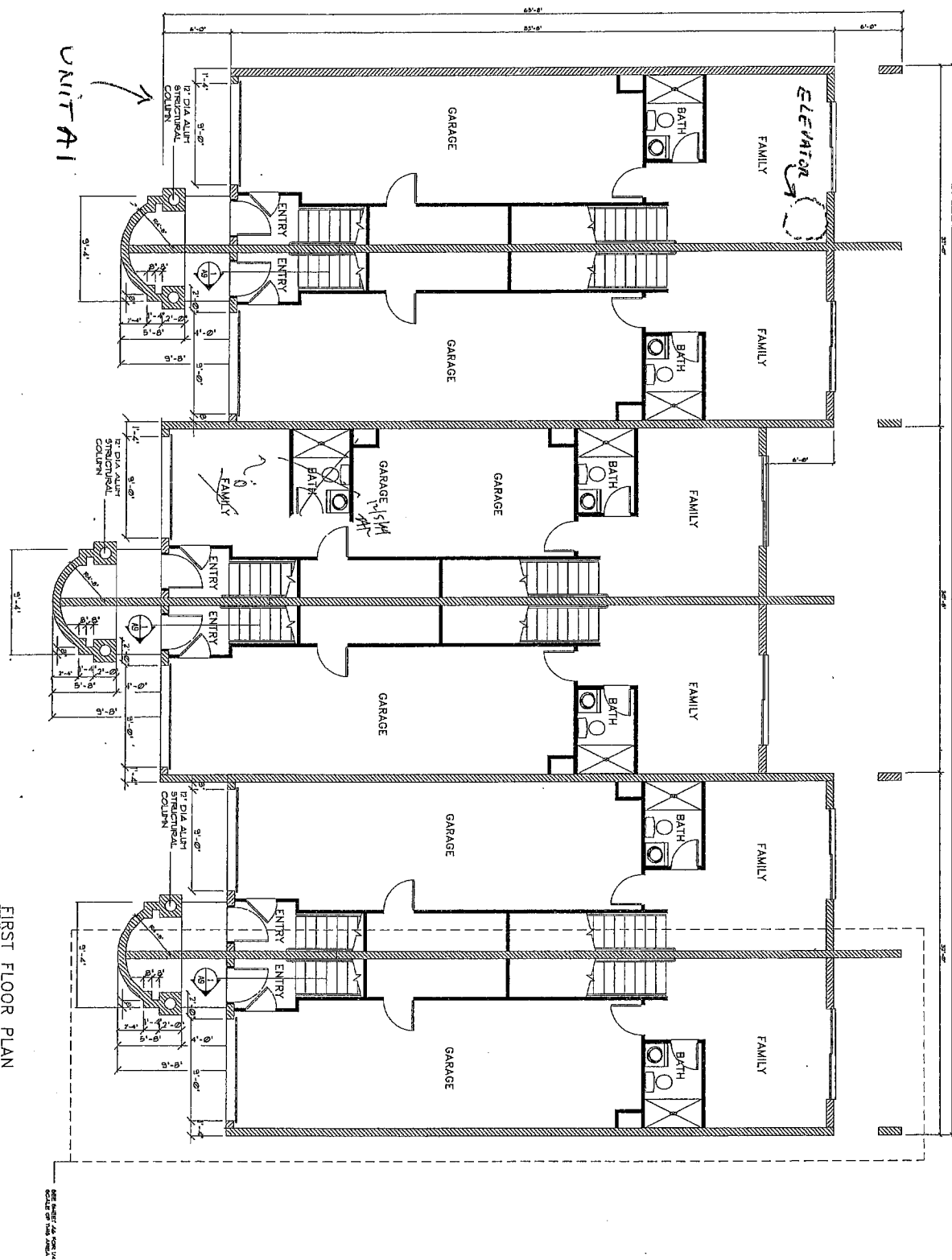


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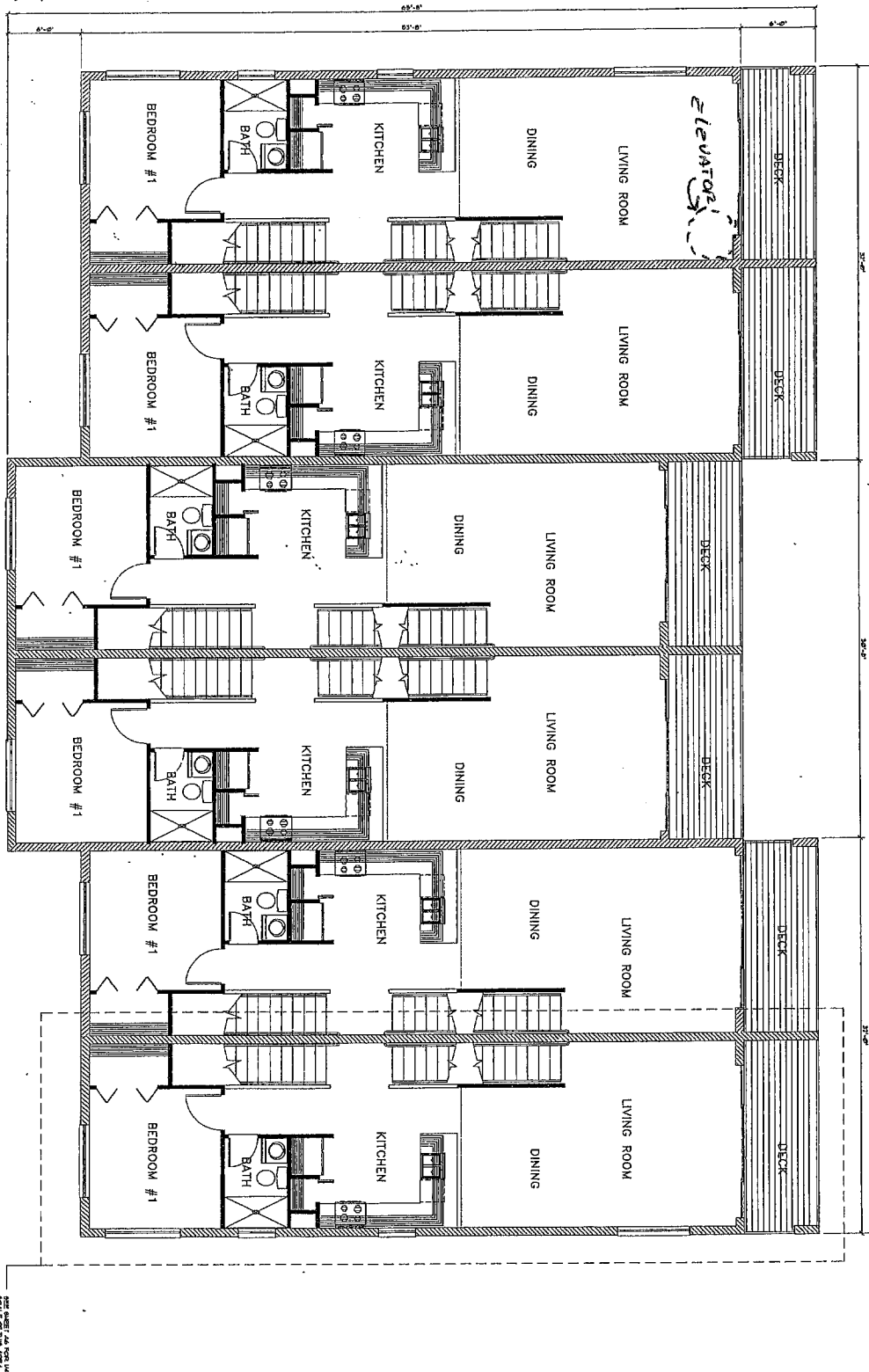


FIRST FLOOR PLAN

<b>SEATRIL TOWNHOMES</b> SEATRIL DEVELOPMENT INC GULFPORT, FLORIDA		FIRST FL PLAN	<small>           ALL DIMENSIONS ARE IN FEET AND INCHES            UNLESS OTHERWISE NOTED            THE CONTRACTOR SHALL BE RESPONSIBLE FOR            VERIFYING THE LOCATION OF ALL UTILITIES            PRIOR TO CONSTRUCTION            THE ARCHITECT ASSUMES NO LIABILITY FOR            THE ACCURACY OF THE INFORMATION PROVIDED            HEREON FOR THE PURPOSES OF OBTAINING            PERMITS OR FOR ANY OTHER PURPOSES         </small>
SHEET <b>A3</b> OF <b>17</b>	DRAWN BY: <b>SKS</b> CHECKED BY: <b>SKS</b> DATE: <b>10-1-03</b> SCALE: <b>1/8" = 1'-0"</b>	ARCHCAD ASSOCIATES ARCHITECTS • ARCHITECTURE • INTERIORS • PLANNING • 333 1ST STREET N.E. • SUITE C • 307 PETERSBURG, FL 32701 • (813) 823-6425 FAX: (813) 823-6426	







SECOND FLOOR PLAN  
SCALE 1/8" = 1'-0"

SHEET OF  
A4 17

DATE	REVISION
12-14-04	1
12-14-04	2
12-14-04	3
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## SEATRIL TOWNHOMES

SEATRIL DEVELOPMENT INC  
ORLANDO, FLORIDA

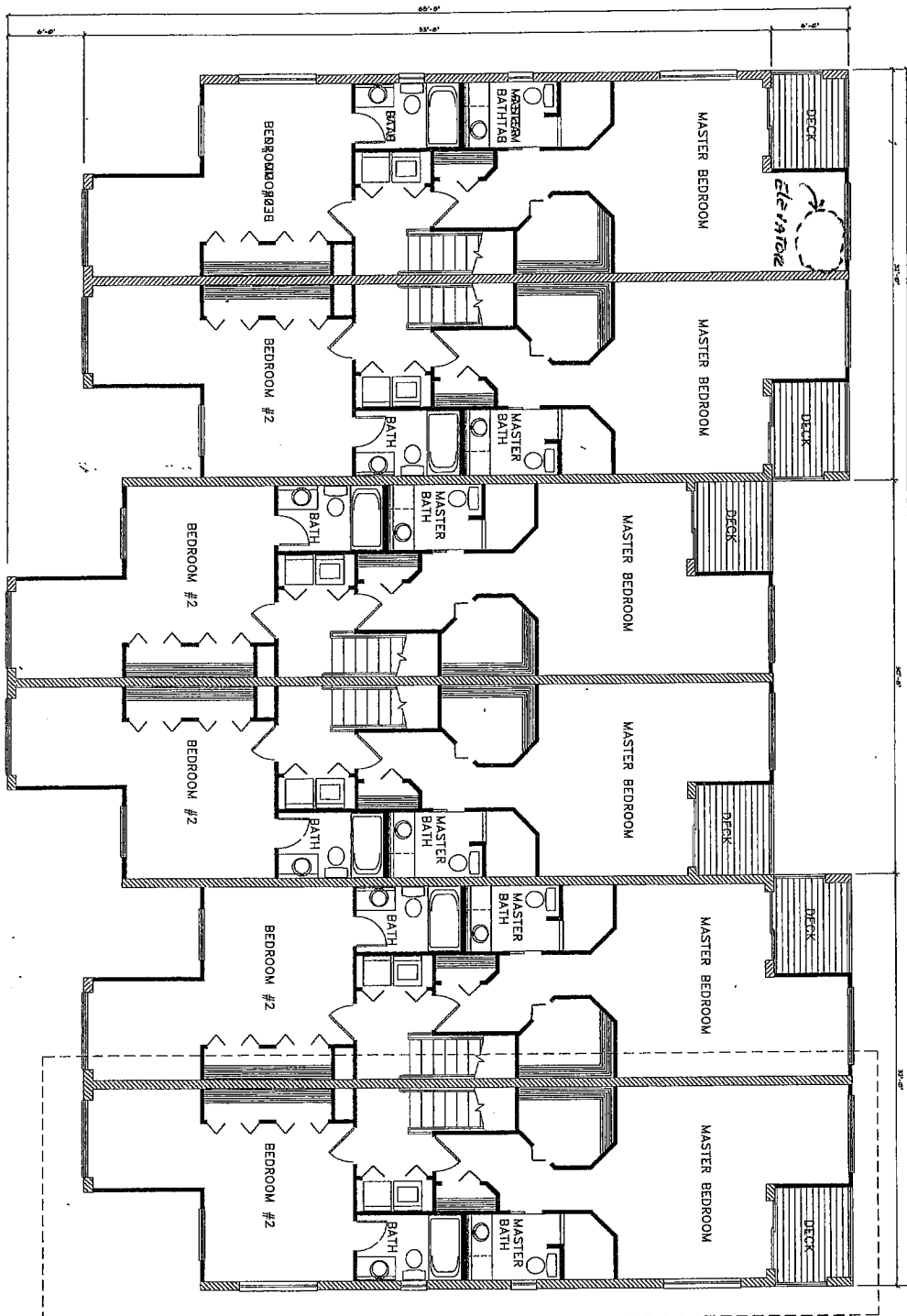
ARCHCAD ASSOCIATES ARCHITECTS • ARCHITECTURE • INTERIORS • PLANNING 4333 1ST STREET N.E. • SUITE 100 • PETERSBURG, FL 33701 • (813) 923-6425 FAX (813) 923-6425

## SECOND FL PLAN

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THIRD FLOOR PLAN

SHEET 03  
A517

DATE	2-2-04
PROJECT NO.	204
DESIGNED BY	EAH
CHECKED BY	EAH
APPROVED BY	
DATE	
PROJECT NO.	
DESIGNED BY	
CHECKED BY	
APPROVED BY	
DATE	

# SEATRAIL TOWNHOMES

SEATRIL DEVELOPMENT INC  
GULFPORT, FLORIDA

## THIRD FL PLAN

ARCHCAD ASSOCIATES ARCHITECTS • ARCHITECTURE • INTERIORS • PLANNING • 323 1ST STREET N.E. • SUITE C • ST. PETERSBURG, FL 33701 • (813) 883-6425 FAX (813) 883-6425

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