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Pinellas County, Florida

18 units  
(2 4 story Bldgs - 9 units each)

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Screened 11/6/06

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This Instrument Prepared By:

M. Sue Jones  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

BOT FILE NO. 520005943

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

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

A parcel of sovereignty submerged land in Section 20, Township 32 South, Range 16 East, in Pine Key Cut off, Pinellas County, Florida, containing 21,886 square feet, more or less, as is more particularly described and shown on Attachment A, dated November 8, 2010 and March 4, 1992.

TO HAVE THE USE OF the hereinabove described premises from April 1, 2016, the effective date of this lease renewal, through April 1, 2026, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 17-slip private residential multi-family docking facility with boat lifts to be used exclusively for mooring of recreational vessels in conjunction with an upland residential condominium, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 26 as shown and conditioned in Attachment A. All of the foregoing subject to the remaining conditions of this lease.

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

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

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

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

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

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the use of the common elements described in that certain Declaration of Condominium recorded in Official Records Book 5310, Page 616, Public Records of Pinellas County, Florida, as amended from time to time, without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

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

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease renewal, the Lessee shall be responsible for the operation and management of the common elements described in that certain Declaration of Condominium recorded in Official Records Book 5310, Page 616, Public Records of Pinellas County, Florida, as amended from time to time, together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

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

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

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

San Terra Development Condominium Association, Inc.  
c/o Tierra Verde Property Management  
1110 Pinellas Bayway #212  
Tierra Verde, Florida 33715

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

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

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

15. MAINTENANCE OF FACILITY /RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

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

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

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

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the common elements described in that certain Declaration of Condominium recorded in Official Records Book 5310, Page 616, Public Records of Pinellas County, Florida, as amended from time to time, which shall run with the title to said limited common elements and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

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

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the common elements described in that certain Declaration of Condominium recorded in Official Records Book 5310, Page 616, Public Records of Pinellas County, Florida, as amended from time to time. This lien on the limited common elements shall be enforceable in summary proceedings as provided by law.

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

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

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

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

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

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

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

29. SPECIAL LEASE CONDITION: Should a field survey acceptable to the Lessor be required or obtained after the effective date of this lease, the annual lease fees due hereunder shall be adjusted to reflect the increase or decrease in the total preempted area shown by the survey. Any such adjustment shall be effective from the date of the acceptable survey and shall be prospective only. No reimbursement or credit shall be given to the Lessee by the Lessor for overages, and no charge shall be imposed by the Lessor for shortages unless the error resulted from inaccurate information supplied by the Lessee.

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

WITNESSES:

[Signature]  
Original Signature

Christopher Crenshaw  
Print/Type Name of Witness

[Signature]  
Original Signature

Kathy C Griffin  
Print/Type Name of Witness

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

BY: [Signature] (SEAL)

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

STATE OF FLORIDA  
COUNTY OF LEON

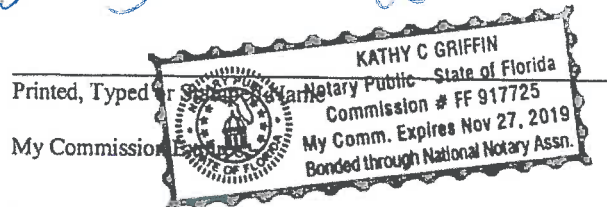
"LESSOR"

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of April, 2016, by  
Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State  
of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

[Signature] 3/24/16  
DEP Attorney Date

[Signature]  
Notary Public, State of Florida



Commission/Serial No. \_\_\_\_\_

WITNESSES:

[Signature]  
Original Signature

Tom Shaffer  
Typed/Printed Name of Witness

[Signature]  
Original Signature

Pamela Rose Haas  
Typed/Printed Name of Witness

San Terra Development Condominium Association, Inc.,  
a Florida nonprofit corporation (SEAL)

BY: [Signature]  
Original Signature of Executing Authority

Joel Kahn

Typed/Printed Name of Executing Authority

President

Title of Executing Authority

"LESSEE"

STATE OF FLORIDA  
COUNTY OF PINEHILLS

The foregoing instrument was acknowledged before me this 5th day of APRIL, 2016, by Joel Kahn as President of San Terra Development Condominium Association, Inc., a Florida nonprofit corporation, for and on behalf of the corporation. He is personally known to me or who has produced \_\_\_\_\_ as identification.

My Commission Expires:

3/18/2019

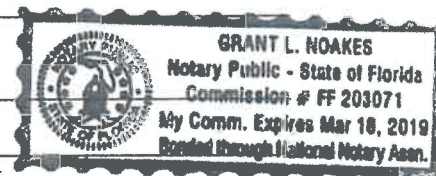
[Signature]  
Signature of Notary Public

Notary Public, State of \_\_\_\_\_

Commission/Serial No.

FF 203071

Printed, Typed or Stamped Name



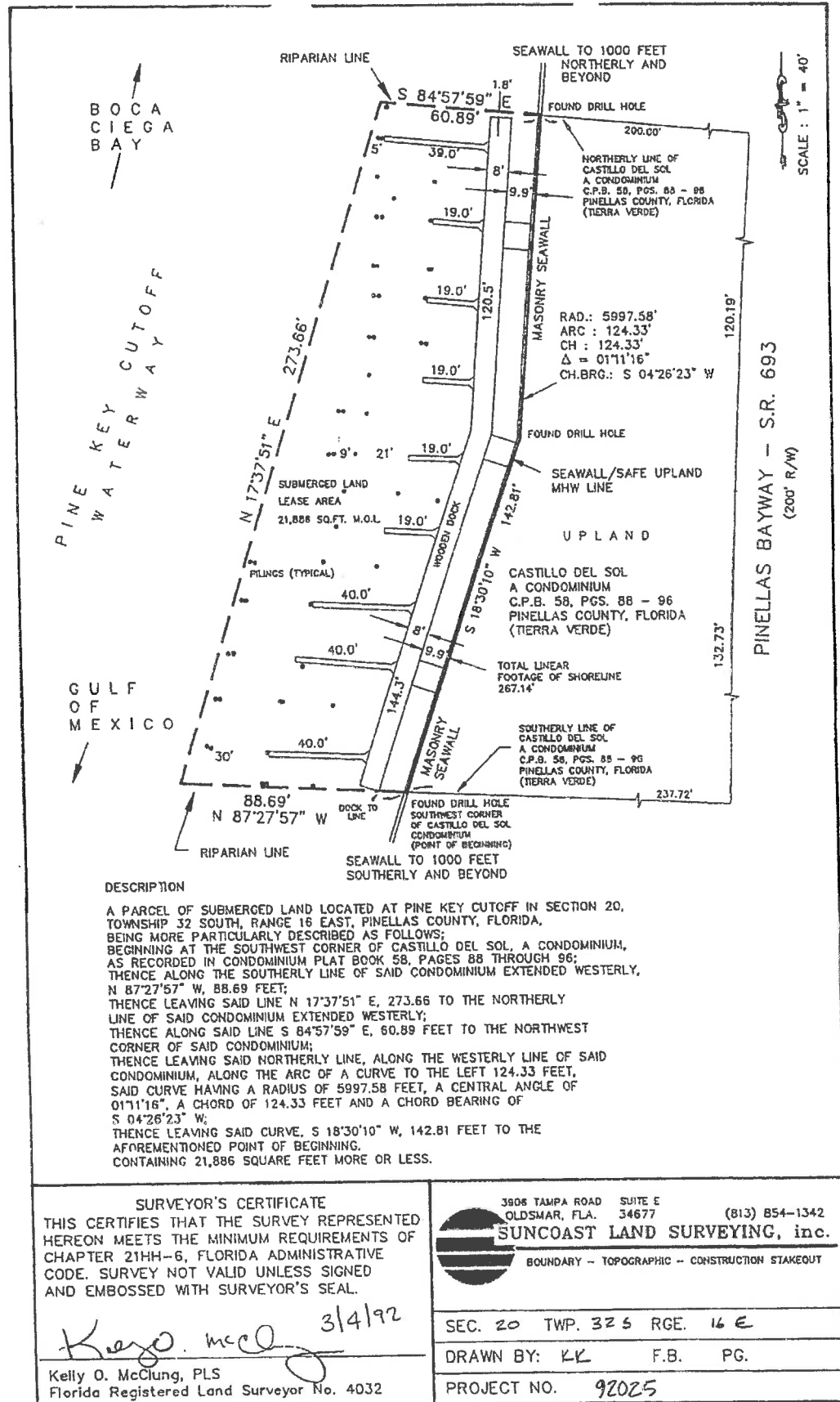
[illegible]



#### DESCRIPTION

A PARCEL OF SUBMERGED LAND LOCATED AT PINE KEY CUTOFF IN SECTION 20, TOWNSHIP 32 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;  
BEGINNING AT THE SOUTHWEST CORNER OF CASTILLO DEL SOL, A CONDOMINIUM, AS RECORDED IN CONDOMINIUM PLAT BOOK 58, PAGES 88 THROUGH 96;  
THENCE ALONG THE SOUTHERLY LINE OF SAID CONDOMINIUM EXTENDED WESTERLY, N 87°27'57" W, 88.69 FEET;  
THENCE LEAVING SAID LINE N 17°37'51" E, 273.66 TO THE NORTHERLY LINE OF SAID CONDOMINIUM EXTENDED WESTERLY;  
THENCE ALONG SAID LINE S 84°57'59" E, 60.89 FEET TO THE NORTHWEST CORNER OF SAID CONDOMINIUM;  
THENCE LEAVING SAID NORTHERLY LINE, ALONG THE WESTERLY LINE OF SAID CONDOMINIUM, ALONG THE ARC OF A CURVE TO THE LEFT 124.33 FEET, SAID CURVE HAVING A RADIUS OF 5997.58 FEET, A CENTRAL ANGLE OF 01°11'16", A CHORD OF 124.33 FEET AND A CHORD BEARING OF S 04°26'23" W;  
THENCE LEAVING SAID CURVE, S 18°30'10" W, 142.81 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.  
CONTAINING 21,886 SQUARE FEET MORE OR LESS.







Prepared by and Return to:  
Bennett L. Rabin, Esquire  
Rabin Parker, P.A.  
28163 U.S. 19 North, Suite 207  
Clearwater, Florida 33761

KEN BURKE, CLERK OF COURT  
AND COMPTROLLER  
PINELLAS COUNTY, FL  
INST# 2014071224 03/13/2014 at 03:53 PM  
OFF REC BK: 18337 PG: 2121-2121  
DocType:NOTICE RECORDING: \$10.00

**NOTICE**  
**REGARDING EXISTENCE OF RULES AND REGULATIONS FOR**  
**SAN TERRA DEVELOPMENT CONDOMINIUM ASSOCIATION, INC.**  
**ON BEHALF OF CASTILLO DEL SOL, A CONDOMINIUM**

**WHEREAS**, San Terra Development Condominium Association, Inc., ("Association") is the governing Association for Castillo Del Sol, A Condominium lying within Pinellas County, Florida, which was created in 1982 upon the filing of a Declaration of Condominium with the Clerk of the Circuit Court of Pinellas County, Florida, and recorded in Official Records Book 5310, Page 625, of the Public Records of Pinellas County, Florida; and

**WHEREAS**, Rules and Regulations supplementing the restrictions of the Declaration of Condominium for Castillo Del Sol, A Condominium have been adopted by the Association, some of which have been previously recorded in the Public Records of Pinellas County, Florida; and

**WHEREAS**, amendments to the Rules and Regulations continue to be adopted by San Terra Development Condominium Association, Inc., relating to the Condominium Property and the use and maintenance of the Condominium Units; and

**WHEREAS**, San Terra Development Condominium Association, Inc. wishes to cease the practice of recording amendments to the Rules and Regulations as they are adopted from time to time, and place all persons on notice of the existence of such Rules and Regulations.

**NOW, THEREFORE**, it is hereby resolved by the Association that all persons interested in obtaining a current copy of the Rules and Regulations relating to the Condominium Property and the use of the property at Castillo Del Sol, A Condominium, may obtain a copy of such current Rules and Regulations from the Association or the management company for the Association, which is currently Tierra Verde Property Management, LLC, 1110 Pinellas Bayway, Suite 212, Tierra Verde, Florida 33715, Telephone: (727)864-6468. Future amendments to the Rules and Regulations are not being recorded in the public records, but will be available from the Association.

Dated this 12 day of FEB, 2014.

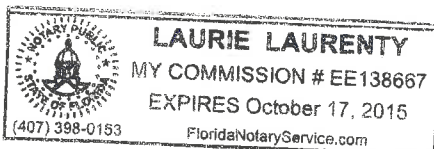
SAN TERRA DEVELOPMENT CONDOMINIUM  
ASSOCIATION, INC.

By: \_\_\_\_\_

Joel Kahn, President

STATE OF FLORIDA     )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 12 day of February, 2014, by Joel Kahn, as president of San Terra Development Condominium Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced Driver's License as identification.



\_\_\_\_\_  
Notary Public - State of Florida  
My commission expires:

10/17/15



Prepared by and return to:  
Monique E. Parker, Esq.  
Rabin Parker, P.A.  
28163 U.S. 19 North, Suite 207  
Clearwater, Florida 33761

**CERTIFICATE OF AMENDMENT**  
**TO**  
**THE BY-LAWS OF**  
**SAN TERRA DEVELOPMENT CONDOMINIUM ASSOCIATION, INC.**

I hereby certify that at a duly called meeting of the members of San Terra Development Condominium Association, Inc., (the "Association") held on January 6, 2014, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the amendments to Section 5.2 and Section 8.4 of the By-Laws of San Terra Development Condominium Association, Inc., all attached hereto as **EXHIBIT A**, were duly adopted by the membership. The By-Laws of San Terra Development Condominium Association, Inc. were recorded as Exhibit 3 to the Declaration of Condominium for Castillo Del Sol, a Condominium, originally recorded in Official Records Book 5310, Page 625 et seq., in the Public Records of Pinellas County, Florida, and subsequently amended.

IN WITNESS WHEREOF, San Terra Development Condominium Association, Inc., has caused this instrument to be signed by its duly authorized officer on this 12 day of February, 2014.

[Signature]

Signature of Witness #1

Rene Tylicki

Printed Name of Witness #1

[Signature]

Signature of Witness #2

Julie Tylicki

Printed Name of Witness #2

SAN TERRA DEVELOPMENT  
CONDOMINIUM ASSOCIATION, INC.

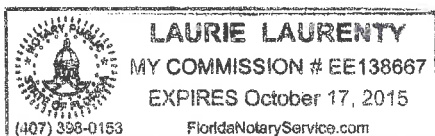
By: [Signature]  
Signature

JOEL A. KAHN - PRESIDENT

Printed Name and Title

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 12 day of February, 2014, by Joel Aaron as president of San Terra Development Condominium Association, Inc., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced Drivers License as identification.



[Signature]  
Notary Public/State of Florida  
My commission expires: 10/17/15

**EXHIBIT A  
TO  
CERTIFICATE OF AMENDMENT**

**ADOPTED AMENDMENTS TO THE BY-LAWS OF  
SAN TERRA DEVELOPMENT CONDOMINIUM ASSOCIATION, INC.  
ON BEHALF OF CASTILLO DEL SOL, A CONDOMINIUM**

The following are adopted amendments to the By-Laws of San Terra Development Condominium Association, Inc., recorded as Exhibit 3 of the Declaration of Condominium for Castillo Del Sol, a Condominium, originally recorded in Official Records Book 5310, Page 625 et seq., all within the Public Records of Pinellas County, Florida, and as subsequently amended.

(New Wording Underlined; Deleted Wording ~~Stricken Through~~, \*\*\* indicates omitted text)

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**Item No. 1:** Article 5, Section 5.2 of the By-Laws of San Terra Development Condominium Association, Inc. is amended to read as follows:

5. Meetings of Membership.

\*\*\*

5.2 Annual Meeting. ~~The first annual meeting of the Owners of the Association shall be held as may be decided by the initial Board of Directors. Thereafter, the annual meeting of the Association will be held on the first Monday of the month in which the first annual meeting of the Owners was held~~ such day in January of each year as is determined by the Board of Directors. ~~If the first Monday falls on a legal holiday then the meeting will be held on the next secular day.~~

\*\*\*

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**Item No. 2:** Article 8, Section 8.4 of the By-Laws of San Terra Development Condominium Association, Inc. is amended to read as follows:

8. Default

\*\*\*

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



unit owner, the losing party shall pay the prevailing party's reasonable attorney's fees and court costs. Each owner of a unit, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Association, and regardless of the availability of the other equally adequate legal procedures. It is the intent of all owners of units to give the Association a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from owners of units and to preserve each other's right to enjoy his condominium unit free from unreasonable restraint and nuisance. In addition to other remedies granted in the Association Governing Documents, the Association shall have the right to assess fines against an owner or an owner's family, guests, lessees or any other person(s) who violate the provisions of the Declaration of Condominium, the Articles of Incorporation and By-Laws of the Association or the Rules and Regulations and Policies of the Association, all as adopted or amended from time to time. The fines shall be levied in such amounts as may be set forth in Chapter 718, Florida Statutes, as amended from time to time, and shall be levied according to the procedures set forth in the Rules and Regulations of the Association, as promulgated by the Board of Directors, and amended from time to time. The payment of any assessment or installment thereof due to the Association shall be in default if such assessment, or any installment thereof, is not paid unto the Association on or before the due date for such payment. If said default shall continue for a period of ten (10) days, the delinquent assessment or delinquent installment thereof due to the Association shall be subject to an administrative late fee in addition to interest, in an amount as adopted by the Board of Directors from time to time, not to exceed the maximum amount allowed by law for each delinquent installment that payment is late.

---

END OF ADOPTED AMENDMENTS



RETURN TO:  
Brudny & Rabin, P.A.  
Bennett L. Rabin, Esquire  
200 North Pine Avenue, Suite A  
Oldsmar, Florida 34677

KEN BURKE, CLERK OF COURT  
PINELLAS COUNTY FLORIDA  
INST# 2007269895 08/14/2007 at 12:36 PM  
OFF REC BK: 15934 PG: 458-467  
DocType:AGM RECORDING: \$86.50

This Instrument Prepared By:  
Tiana Brown  
Recurring Revenue Section  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL  
AND MODIFICATION TO REFLECT CURRENT STRUCTURES

No. 520005943

PA No. \_\_\_\_\_

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

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

A parcel of sovereign submerged land in Section 20,  
Township 32 South, Range 16 East, in the Gulf of Mexico,  
Pinellas County, containing 21,886 square feet, more  
or less, as is more particularly described and shown on  
Attachment A, dated March 4, 1992 and August 15, 2006.

TO HAVE THE USE OF the hereinabove described premises from August 23, 2006, the effective date of this modified lease renewal, through April 1, 2011, the expiration date of this modified lease renewal. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate an existing 17-slip docking facility exclusively to be used for mooring of recreational vessels in conjunction with an upland condominium, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the Department of Environmental Protection or local authority, whichever entity applies the more stringent criteria, and without liveaboards as defined in paragraph 29, as shown and conditioned in Attachment A, and the Department of Environmental Protection, OGC Consent Order No. 06-1296, dated June 28, 2006, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this Lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$3,010.34 plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of the lease shall be adjusted pursuant to provisions of Section 18-21.011, Florida Administrative Code. The Division of State Lands will notify the Lessee in writing of the amount and the due date of the annual payment. The lease fee shall be remitted annually to the Division of State Lands as the agent for the Lessor, beginning with the effective and due date of this lease renewal, and each year thereafter until the term of this lease renewal terminates or expires.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(26), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the leased docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late charge equal to interest at the rate of twelve percent (12%) per annum from the due date until paid on any lease fees due hereunder which are not paid within 30 days of their due dates.

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

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

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the Department of Environmental Protection, OGC Consent Order. The Lessee shall not change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wetslips, from rental of wetslips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wetslips, etc.), shall not change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit, or shall not change the type of use of the riparian uplands without first obtaining a regulatory permit/modified permit, if applicable, and the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

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

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain a leasehold or fee simple title interest in the riparian upland property and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's leasehold or fee simple title interest in the upland property, Lessee shall inform any potential buyer or transferee of the Lessee's upland property interest of the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

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

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

12. VENUE: Lessee waives venue as to any litigation arising from matters relating to this lease and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

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

San Terra Development Condominium Association, Inc.  
1110 Pinellas Bayway, #207  
Tierra Verde, Florida 33715

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

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

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

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

17. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

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

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

20. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon all common property described in that certain Declaration of Condominium recorded in Official Records Book 5310, page 625, public records of Pinellas County, Florida, which shall run with the title to said common property, and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

21. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 13 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

22. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the interest of the Lessee in its uplands enforceable in summary proceedings as provided by law.

23. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. Book and pages at which the lease is recorded.

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

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

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

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

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

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

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

31. SPECIAL LEASE CONDITIONS:

A. Should a field survey acceptable to the Lessor be required or obtained after the effective date of this lease, the annual lease fees due hereunder shall be adjusted to reflect the increase or decrease in the total preempted area shown by the survey. Any such adjustment shall be effective from the date of the acceptable survey and shall be prospective only. No reimbursement or credit shall be given to the Lessee by the Lessor for overages, and no charge shall be imposed by the Lessor for shortages unless the error resulted from inaccurate information supplied by the Lessee.

B. The Lessee shall amend the Declaration of Condominium documents to include a specific reference to Sovereignty Submerged Lands Lease No. 520005943 by April 1, 2007 and shall provide the Lessor a copy of the recorded, modified document evidencing this specific reference.

WITNESSES:

Kathy C Griffin  
Original Signature

Kathy C Griffin  
Print/Type Name of Witness

Theresa M. Brady  
Original Signature

Theresa M. Brady  
Print/Type Name of Witness

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

BY:

Jeffery M. Gentry  
Jeffery M. Gentry, Operations and Management Consultant,  
Manager, Bureau of Public Land Administration,  
Division of State Lands, Department of Environmental  
Protection, as agent for and on behalf of the Board of Trustees of  
the Internal Improvement Trust Fund of the State of Florida

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of July, 2007, by  
Jeffery M. Gentry, Operations and Management Consultant, Manager, Bureau of Public Land Administration, Division of State  
Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement  
Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

Dan L. Hill  
DLP Attorney

Kathy C Griffin  
Notary Public, State of Florida

Kathy C Griffin  
Printed, Typed or Stamped Name

My Commission Expires:



Kathy C. Griffin  
My Commission DD263367  
Expires October 30, 2007

Commission/Serial No. \_\_\_\_\_

WITNESSES:

Catherine Turner  
Original Signature

CATHERINE TURNER  
Typed/Printed Name of Witness

Mark Hacker  
Original Signature

MARK HACKER  
Typed/Printed Name of Witness

STATE OF FLORIDA

COUNTY OF PASCO

San Terra Development Condominium Association, Inc.,  
a Florida nonprofit corporation (SEAL)

BY:

Dick Boehning  
Original Signature of Executing Authority

Dick Boehning  
Typed/Printed Name of Executing Authority

President  
Title of Executing Authority

"LESSEE"

The foregoing instrument was acknowledged before me this 3rd day of MAY, 2007, by  
Dick Boehning as President of San Terra Development Condominium Association, Inc., a Florida nonprofit corporation, for and  
on behalf of the corporation. He is personally known to me or who has produced \_\_\_\_\_, as  
identification.

My Commission Expires:



KATHERINE R. ALLEGRE  
MY COMMISSION # DD 629486  
EXPIRES: February 24, 2011  
Bonded Thru Budget Notary Services

Commission/Serial No. \_\_\_\_\_

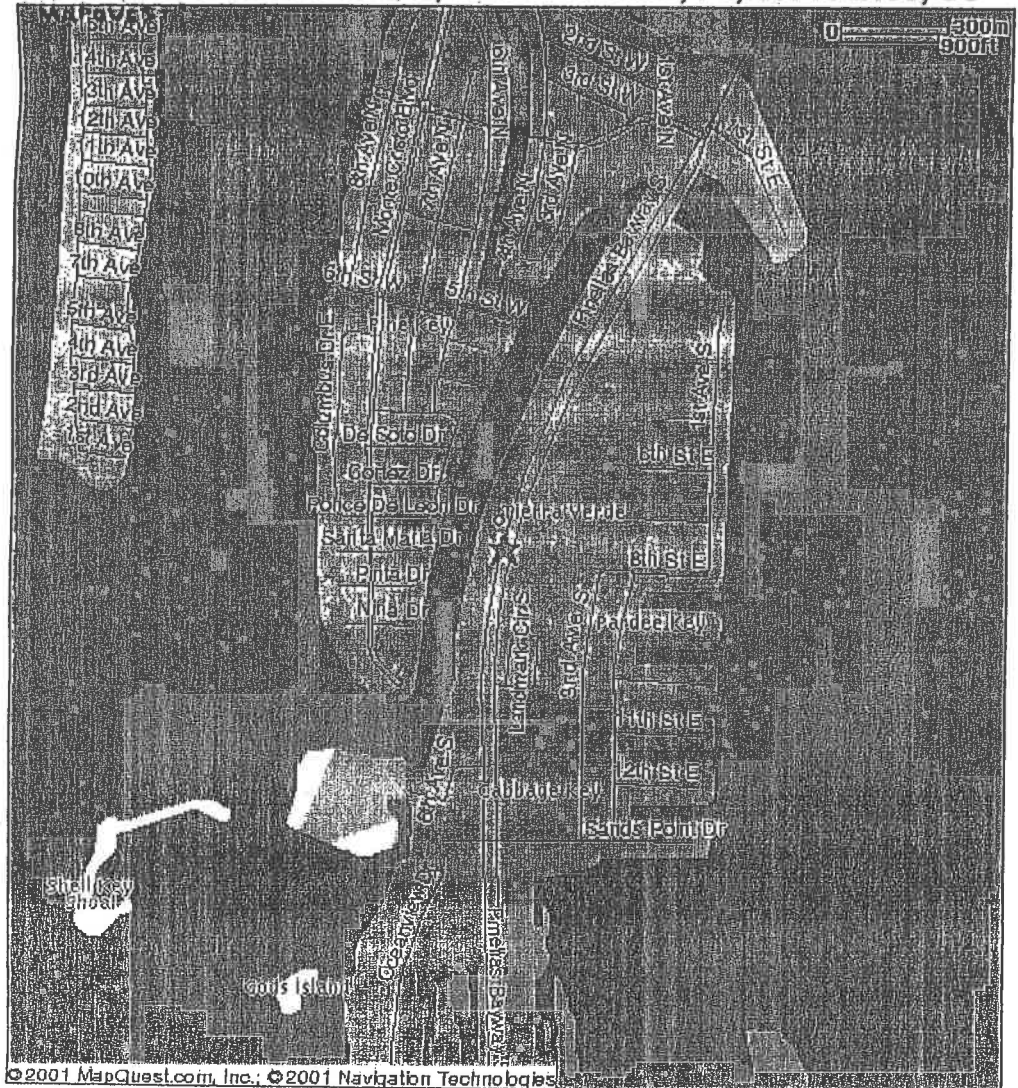
Katherine R. Allegre  
Notary Signature

Notary Public, State of FLORIDA

KATHERINE R. ALLEGRE  
Printed, Typed or Stamped Name



936 PINELLAS BAYWAY S, TIERRA VERDE, FL, 33715-2158, US



DESCRIPTION

A PARCEL OF SUBMERGED LAND LOCATED AT PINE KEY CUTOFF IN SECTION 20, TOWNSHIP 32 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;  
BEGINNING AT THE SOUTHWEST CORNER OF CASTILLO DEL SOL, A CONDOMINIUM, AS RECORDED IN CONDOMINIUM PLAT BOOK 58, PAGES 88 THROUGH 96;  
THENCE ALONG THE SOUTHERLY LINE OF SAID CONDOMINIUM EXTENDED WESTERLY, N 87°27'57" W, 88.69 FEET;  
THENCE LEAVING SAID LINE N 17°37'51" E, 273.66 TO THE NORTHERLY LINE OF SAID CONDOMINIUM EXTENDED WESTERLY;  
THENCE ALONG SAID LINE S 84°57'59" E, 60.89 FEET TO THE NORTHWEST CORNER OF SAID CONDOMINIUM;  
THENCE LEAVING SAID NORTHERLY LINE, ALONG THE WESTERLY LINE OF SAID CONDOMINIUM, ALONG THE ARC OF A CURVE TO THE LEFT 124.33 FEET, SAID CURVE HAVING A RADIUS OF 5997.58 FEET, A CENTRAL ANGLE OF 01°11'16", A CHORD OF 124.33 FEET AND A CHORD BEARING OF S 04°26'23" W;  
THENCE LEAVING SAID CURVE, S 18°30'10" W, 142.81 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.  
CONTAINING 21,886 SQUARE FEET MORE OR LESS.

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Return to: Castillo Del Sol, c/o Neena Derf  
936 Pinellas Bayway, PH26  
Tierra Verde, FL 33715

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SAN TERRA DEVELOPMENT CONDOMINIUM ASSOCIATION, INC.

**CASTILLO DEL SOL, A CONDOMINIUM**

**RULES AND REGULATIONS AMENDMENT**

**VII. PETS**

Originally Recorded Pinellas County Official Record Book 11835,  
Page 340

At the discretion of the board, animals may be kept on the Condominium property, or in any unit, but they must be kept quiet and, when outside, they must be on a leash. Any deposit of animal waste must be removed by the animal's owner immediately. Pet owners will be responsible for any damage to the property of any other resident, or to the common property.

PLEASE NOTE: DELETIONS NOTED BY STRIKE-THROUGH IN WORDING

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The undersigned President of the Association, Being first duly sworn, deposed and says that the above Revised Rule and Regulations was approved at a Board of Directors Meeting, which was held on Monday, March 25, 2002, at 936 Pinellas Bayway, PH 26, Tierra Verde, FL 33715.

Dated this 5<sup>th</sup> Day of June, 2002

Tim E. Derf

Tim E. Derf  
President, San Terra Development Condominium Assn., Inc.  
Castillo Del Sol, A Condominium  
936 Pinellas Bayway, PH26  
Tierra Verde, FL 33715  
ID: Florida Drivers License

The foregoing Rules and Regulations Amendment was acknowledged before me this 5<sup>th</sup> Day of June, 2002.

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Linda Kasprzyk  
Notary Public

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PINELLAS COUNTY  
CLERK OF COUNTY  
OFFICE  
1000 1<sup>ST</sup> AVENUE  
N. ST. PETERSBURG, FL 33701  
TEL: 727-261-1234  
FAX: 727-261-1235  
WWW.PINELLASCLERK.COM





Return to: Castillo Del Sol, c/o Neena Derf  
936 Pinellas Bayway, PH26  
Tierra Verde, FL 33715

Originally Recorded Pinellas County  
Official Record Book 5310,  
Page 629

AMENDMENT TO BY-LAWS OF  
SAN TERRA DEVELOPMENT CONDOMINIUM ASSOCIATION, INC.  
CASTILLO DEL SOL, A CONDOMINIUM

Proposed amendment to Section 8.4, By-Laws to add a new second paragraph, as follows:

8.4 Enforcement of Provisions. . .

In addition to other remedies granted in the Association Governing Documents, the Association shall have the right to assess fines against an owner or an owner's family, guests, lessees or any other person(s) who violate the provisions of the Declaration of Condominium, the Articles of Incorporation and By-Laws of the Association or the Rules and Regulations and Policies of the Association, all as adopted or amended from time to time. The fines shall be levied in such amounts as may be set forth in Chapter 718, Florida Statutes, as amended from time to time, and shall be levied according to the procedures set forth in the Rules and Regulations of the Association, as promulgated by the Board of Directors, and amended from time to time.

PLEASE NOTE: Additions indicated by underlining,  
and unaffected text indicated by "..."

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The undersigned President of the Association, Being first duly sworn, deposed and says that the above Revised Bylaw Revision was approved at a Special Homeowners Meeting, which was held on Wednesday, May 29, 2002, at Tierra Verde Community Association, 1275 Pinellas Bayway South, Tierra Verde, FL 33715.

Dated this 3<sup>rd</sup> Day of June, 2002

Tim E. Derf  
Tim E. Derf  
President, San Terra Development Condominium Assn., Inc.  
Castillo Del Sol, a Condominium  
936 Pinellas Bayway, PH26  
Tierra Verde, FL 33715  
ID: Florida Drivers License

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The foregoing Bylaw Amendment was acknowledged before me this 3<sup>rd</sup> Day of June, 2002.



Linda Kasprzyk





SAN TERRA DEVELOPMENT CONDOMINIUM ASSOCIATION, INC.

RETURN TO:

**CASTILLO DEL SOL, A CONDOMINIUM**

**RULES AND REGULATIONS**

The rules and Regulations hereinafter enumerated as to the Association properties, Condominium property, the common elements, the limited common elements, and the Condominium Apartments shall be deemed in effect until amended by the Board of Directors of the Association, and shall apply to, and be binding upon all unit owners. The unit owners shall, at all times, obey the Rules and Regulations, and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. The Rules and Regulations are as follows:

**I. BUILDING APPEARANCE AND MAINTENANCE**

A. The sidewalks, walkways, stairwells, 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 and egress to and from the premises; nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, chairs, benches, tables, or any other object of similar type and nature be left therein or thereon.

B. The personal property of all unit owners shall be stored within their condominium unit or in assigned storage areas.

C. No garbage cans, supplies, containers, or other articles shall be placed in, or on the walkways, stairwells, and entry ways, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles be shaken or hung from any of the windows, doors, walkways, balconies or entry ways, 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 material.

D. No unit owner shall allow anything whatsoever to fall from the windows, walkways, balconies, entry ways or doors of the premises, nor shall any unit owner sweep or throw from his unit any dirt or other substances outside of his unit, or on the limited common elements, or common elements of the Condominium.

E. Refuse and bagged garbage shall be deposited only in the area provided therefore.

F. No unit owner shall make or permit any disturbing noises or noxious odors by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such person that will interfere with the rights, comforts or conveniences of other unit owners. No unit owner shall play upon or permit to be played upon any musical instrument, or operate or permit to be operated, a phonograph, television, radio, or sound amplifier in his unit in such a manner as to disturb or annoy other occupants of the Condominium. All parties shall lower the volume as to the foregoing from 10:00 P.M. to 8:00 A.M. each day.

G. No radio or television installation, antenna, aerals, or other wiring shall be made without the written consent of the Board of Directors.

H. No 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 common elements or condominium property by any unit owner or occupant without the written permission of the Association.

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I. No flammable, combustible, or explosive fluid, chemical or substance shall be kept in any unit, or limited common element, except such as are required for normal household use.

J. Unit owners, residents, contractors, or other persons must contact a Board Member prior to entering upon the roof.

K. Unit owners shall not do or keep anything in their unit that would increase the insurance rates on his unit or the common elements.

## **II. PARKING**

A. All automobile off-street parking spaces, including both covered and uncovered parking spaces shall be used solely and exclusively for that purpose. The Association and/or Management Firm shall designate visitor's parking spaces. No unit owner shall store or lease boats, trailers, mobile homes, recreation vehicles and the like on the Condominium property, except in areas designated for same.

B. Any condominium unit owner who desired to transfer his parking space to another unit owner, or who request an assignment of a different uncovered parking space because of a physical handicap or illness must file a written request with the Board of Directors who will act upon such request at their next meeting. No transfers of parking spaces may be made without the approval of the Board of Directors, since the right to assign parking spaces is reserved to the Board of Directors.

## **III. LEASING AND SALE OF UNITS**

A. Each unit is restricted to residential use by the owners, lessees, their immediate families and guests. No owners or lessees of any unit shall permit use of the same for transient hotel or commercial purposes.

B. Each owner has the right to sell or lease his unit, provided that the proposed purchaser, or lessee, is first approved by the Condominium Association, as provided in the Declaration of Condominium. Each new owner or lessee shall be bound by the provisions of the Declaration of Condominium and all condominium documents and these Rules and Regulations, a copy of which shall be furnished to each proposed purchaser or lessee at the time application is made for approval of such sale or lease. An application for approval of a sale must be made for approval of such sale or lease. An application for approval of a sale must be submitted together with a \$50.00 fee, while a similar application for a lease approval requires a \$25.00 fee. The fees are intended to cover costs associated with reviewing these applications, such as credit reports, and if a portion of the fee is not used, then it will be refunded. The Association shall be allowed 15 days processing time for each application. An approval or disapproval for a lease or purchase will then be issued by the Association on the basis of the decision of the Board of Directors.

C. A lease is not permitted for less than one year, since our premises are not intended to be used by transients as a hotel or motel.

D. The owner must furnish written notice to the Property Manager of the names and persons who will occupy the premises.

E. Each prospective purchaser or lessee shall be interviewed by at least one (1) member of the Board of Directors. The purpose is to explain condominium life, rules and regulations and obtain agreement that all rules and regulations shall be adhered to. Interview must be conducted at least three (3) days prior to occupancy.

**IV. OPERATING OF CONDOMINIUM**

A. Employees of the Association or Management shall not be sent off the Condominium premises by any unit owner at any time for any purpose. No unit owner or resident shall direct, supervise, or in any manner attempt to assert any control over the employees of the Management or the Association. Complaints regarding the service of the Condominium shall be made in writing to the Property Manager.

B. Payment of maintenance fees and assessments shall be made at the bank designated by the Board of Directors or Management. Payments made in the form of checks shall be made to order of such party as the Management shall designate. All assessments and maintenance fees shall be paid promptly within ten (10) days from the date they are due.

**V. SWIMMING POOL**

All residents of the Condominium should realize that the swimming pool is an extremely valuable asset of the Condominium and that it is the major source of the recreation and enjoyment of the residents. While the use of the pool is encouraged, its use and enjoyment should be in such a manner which is consistent with the rights of all residents of the Condominium.

The following Rules and Regulations as to the use of the pool facilities shall be posted as specified in the by-laws of the condominium Association and each unit owner, tenants and guests, shall observe all Rules and Regulations relating thereto.

- A. Pool hours should be observed as posted at the pool.
- B. State health laws require showering before entering the pool. Please be sure all excessive sun tanning lotions or oils are removed prior to entering the pool. A clean pool is for everyone's benefit.
- C. Persons having skin abrasions or major open sores are prohibited from use of the pool.
- D. No animals are permitted in the pool area or surrounding premises.
- E. Glassware is, of course, absolutely prohibited in the pool area. The consumption of alcoholic beverages in the pool area or patio area should be consistent with the full use and enjoyment of the pool by other residents. No loud or boisterous conduct will be permitted. For obvious reasons, no person who becomes intoxicated will be permitted to use the pool.
- F. For safety reasons, no running is permitted in the pool area.
- G. Floats or rafts of any kind are not permitted.
- H. Children are not permitted in the pool unless accompanied by an adult, and it is the responsibility of the adult to make sure the conduct of the child is not offensive to other people.
- I. Infants under two (2) years of age, or any infant in diapers are not permitted to use the pool at any time.

J. Only unit owners and their guests or lessees shall be allowed to use the pool and pool facilities. Guests of lessee must be accompanied by the lessee in order to use the pool and pool facilities.

In general, use of the pool should be governed by one major rule:

**"PLEASE BE CONSIDERATE OF YOUR NEIGHBORS"**

We would also ask you to please use some discretion in inviting guests to use the pool in circumstances when the pool is crowded. Remember, the pool is for residents first, and guests second.

**VI. GUESTS**

A. If house guests are to occupy a unit when the owner is not in residence, this occupancy must be registered with the Property Manager. This request for registration must be submitted by the unit owner in a letter stating the name of each guest to occupy the unit, their estimated length of stay, and confirm that the guests so named are bona fide guests and not paying for use of the unit on a transient basis. Immediately upon arrival and on subsequent departure, all guests must register with the Property Manager by calling, or in person. A copy of these Rules and Regulations will be provided to the guests, and they will sign for receipt of same.

B. In the event that the guests are claimed as bona fide guests, and are found to be lessees for a time period of less than one month, the owner shall be assessed a fine of One Hundred Dollars (\$100), and the guests shall be requested to vacate the premises immediately.

C. Any violation of these Rules and Regulations, or damage to common property by guests will become the responsibility of the owner, and also render him liable for the fine or assessment, as covered in these Rules and Regulations.

D. Depending upon the size of the unit, total occupancy will be limited to a reasonable number. For purposes of this paragraph, "reasonable number" shall be defined as:

For two bedrooms, occupancy limited to no more than six (6) persons.

E. In the owner's or lessee's absence, approved house guests may NOT have overnight guests of their own without written permission of the owner or lessee.

F. An owner is responsible for their guests' behavior and conformity with these Rules and Regulations.

**VII. PETS**

At the discretion of the Board, animals may be kept on the Condominium property, or in any unit, but they must be kept quiet and, when outside, they must be on a leash. Any deposit of animal waste must be removed by the animal's owner immediately. Pet owners will be responsible for any damage to the property of any other resident, or to the common property.

**VIII. LAUNDRY ROOMS**

If laundry rooms are ever added to the condominium, they are to be used from 8:00 A.M. through 9:00 P.M. only. Please remove laundry from machines when your time is up. It is prohibited to hang laundry on screened porches, or railings, such as bathing suits or towels.

**IX. PATIO FURNITURE**

Keep patio furniture **OFF** the grass. If moving patio furniture from one area to another, please return to original place.

**X. 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 window or door glass without the prior approval of the Association. All such additions, changes or alterations must be presented in writing to the Board of Directors for approval, accompanied by written plans or drawings, and specifications. The Board of Directors shall approve such requests only if the Association is protected against or indemnified as to mechanics liens and/or claims arising from such work, and if changes present a uniform appearance.

**XI. EMERGENCIES IN OWNER'S ABSENCE**

In order that proper steps and procedures may be taken in the minimum amount of time during an emergency situation, the Association shall retain pass keys to all units. The locks of such apartment are not to be changed, or altered without written consent of the Board of Directors for the Association. Where such consent is given, the unit owner shall provide the Association with a duplicate key. In accordance with section 718.111(5), Florida Statutes, the Association has the irrevocable right to access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements, or for making emergency repairs necessary to prevent damage to the common elements or to another unit or units.

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:

- A. By removing all furniture, plants and any other objects from unit owner's porch, balcony; and
- B. By designating a responsible caretaker, be it a firm, individual, or the 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 designated caretaker. Such caretaker will notify the Manager's office prior to making any entry to the unit during the owner's absence.

**XII. CHILDREN**

Children are allowed as permanent residents. However, they should not cause disturbances, and their conduct while on any condominium property is the direct responsibility of their parents or guardians at all times.

**XIII. BOAT DOCKS**

A. Docks are to be kept clean, no trash or personal belongings are to be left on the docks, and cleaning of fish on the docks only allowed at the fish table.

B. No persons may live on boats harbored at the docks.

C. Only unit owners and their guests or lessees shall be allowed to fish off the docks. Guests of lessee must be accompanied by the lessee in order to fish off the docks.

D. No unit owner shall let their slip be used by anyone for more than 24 hours without submitting a written request to the Board of Directors, explaining nature of stay, and obtaining written approval from the Association. Persons granted approval to use an owner's slip shall not have the use of other facilities, such as pool, fishing docks, etc., nor shall such persons be allowed to make repairs to their vessel. No more than one vehicle per subject boat user shall be permitted to park in the parking area.

**XIV. 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.

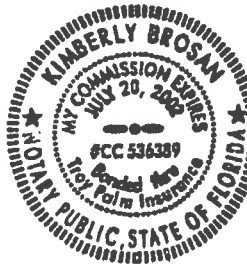
**XV. COMPLIANCE**

A fine of up to \$25.00 may be assessed by the Association for each violation of any section of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, the by-laws, and these rules, which determination shall be made by the Board of Directors. Any violation lasting more than one day shall be considered an additional violation for each subsequent day until violation is cured. In the event that the Board of Directors determine that any unit owner is in violation of any of these provisions, they or the Manager shall notify the unit owner of the nature of the violation. If said violation is not cured within five (5) days of said notice, or if said violation consists of acts or conduct by the unit owner, and such acts or conduct are repeated, the Board may levy the fine of up to \$25.00 per violation against the unit owner. Such fines shall be assessed as a special assessment against the unit owner, shall constitute a lien upon the unit, and may be foreclosed by the Association, in the same manner as any other lien, provided that before a lien is filed against a defaulting unit owner, he shall be entitled to a hearing before the Board of Directors, upon two (2) weeks written notice, specifying the violation charged, and the fine assessed. The decision of the Board of Directors is irrevocable, and final.

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The undersigned President of the Association, Being first duly sworn, deposed and says that the above Revised Rules and Regulations were approved at a Board of Directors Meeting, which was held on Monday, February 4, 2002, at 936 Pinellas Bayway, PH 26, Tierra Verde, FL 33715.

Dated this 11th Day of February, 2002



*Tim E. Derf*  
Tim E. Derf

President, San Terra Development Condominium Assn., Inc.  
Castillo Del Sol, A Condominium  
936 Pinellas Bayway, PH26  
Tierra Verde, FL 33715  
ID: Florida Drivers License

D610-80538-030-0  
DOB 1-30-38  
Exp-1-30-05

The foregoing Affidavit was acknowledged before me this 11th Day of February, 2002, by Tim E. Derf, President of San Terra Development Condominium Association, Inc., Castillo Del Sol, A Condominium.

*Kimberly Brosan*

KARLEEN F. DE BLAKER, CLERK OF COURT  
PINELLAS COUNTY, FLORIDA  
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51 AFF-CASTILLO DEL SOL RULES/REGS  
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TOTAL: \$33.00  
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RETURN TO:  
Richard A. Zacur, Esquire  
Zacur & Graham, P.A.  
P.O. Box 14409  
St. Petersburg, FL 33733

01-224644 JUN-29-2001 4:17pm  
PINELLAS CO BK 11451 PG 2328

This Instrument Prepared By:  
Frank Votra  
Recurring Revenue Section  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

KARLEEN F. DE BLAKER, CLERK OF COURT  
PINELLAS COUNTY, FLORIDA

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TOTAL: \$37.50  
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BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

No. 520005943  
PA No. \_\_\_\_\_

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

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

A parcel of sovereign submerged land in Section 20, Township 32 South, Range 16 East, in the Gulf of Mexico, Pinellas County, containing 21,886 square feet, more or less, as is more particularly described and shown on Attachment A, dated March 4, 1992.

RECEIVED  
JUL 1 1991  
CLERK OF COURT  
PINELLAS COUNTY  
FLORIDA  
TOTAL \$37.50  
CHG AMT

TO HAVE THE USE OF the hereinabove described premises from April 1, 2001, the effective date of this lease renewal, through April 1, 2006, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. **USE OF PROPERTY:** The Lessee is hereby authorized to operate an existing seventeen (17) slip docking facility exclusively to be used for mooring on noncommercial recreational vessels in conjunction with an upland condominium, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the Department of Environmental Protection or local authority, whichever entity applies the more stringent criteria, and without liveaboards as defined in paragraph 28, as shown and conditioned in Attachment A. incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this Lease.

2. **LEASE FEES:** The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$2,661.34 plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of the lease shall be adjusted pursuant to provisions of Section 18-21.011, Florida Administrative Code. The Division of State Lands will notify the Lessee in writing of the amount and the due date of the annual payment. The lease fee shall be remitted annually to the Division of State Lands as the agent for the Lessor, beginning with the effective and due date of this lease renewal, and each year thereafter until the term of this lease renewal terminates or expires.

3. WET SLIP RENTAL CERTIFICATION SUPPLEMENTAL PAYMENT: The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the total amount of the gross receipts derived from the rental of wet slips, if applicable. When six percent (6%) of the gross receipts derived from the rental of wet slips exceeds the prorated base fee or minimum fee established pursuant to section 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late charge equal to interest at the rate of twelve percent (12%) per annum from the due date until paid on any lease fees due hereunder which are not paid within 30 days of their due dates.

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

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall secure, maintain, and keep all records for the entire term of this lease renewal, plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease payment verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein. The Lessee shall not change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.), shall not change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit, or shall not change the type of use of the riparian uplands without first obtaining a regulatory permit/modified permit, if applicable, and the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

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

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease renewal, the Lessee shall maintain a leasehold or fee simple title interest in the riparian upland property and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's leasehold or fee simple title interest in the upland property, Lessee shall inform any potential buyer or transferee of the Lessee's upland property interest of the existence of this lease renewal and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease renewal, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease renewal which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

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

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

12. VENUE: Lessee waives venue as to any litigation arising from matters relating to this lease renewal and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

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

San Terra Development Condominium Association, Inc.  
P.O. Box 47068  
St. Petersburg, FL 33743-7068

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

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

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

16. MAINTENANCE OF FACILITY /RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

17. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease renewal or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease renewal (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

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

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

**20. RENEWAL PROVISIONS:** Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease renewal, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon all common property described in that certain Declaration of Condominium recorded in Official Records Book 5310, page 625, public records of Pinellas County, Florida.

**21. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES:** If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease renewal, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 13 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

**22. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY:** Any costs incurred by the Lessor in the removal of any structures and equipment constructed or maintained on state lands shall be paid by the Lessee and any unpaid costs and expenses shall constitute a lien upon the interest of the Lessee in its riparian upland property enforceable in summary proceedings as provided by Law.

**23. RECORDATION OF LEASE:** The Lessee, at its own expense, shall record this fully executed lease renewal in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. book and pages at which the lease is recorded.

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

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

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

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

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

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

30. SPECIAL LEASE CONDITION: The Lessee shall amend the Declaration of Condominium documents to include a specific reference to Sovereignty Submerged Lands Lease No. 520005943, by April 1, 2002, and shall provide the Lessor a copy of the recorded, modified document evidencing this specific reference.

## WITNESSES:

Dave Feun  
Original Signature

DAVE FEUN  
Print/Type Name of Witness

Florence Davis  
Original Signature

Florence Davis  
Print/Type Name of Witness

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

BY: Acey L. Stinson (SEAL)  
Acey L. Stinson, Operations and Management Consultant  
Manager, Bureau of Public Land Administration,  
Division of State Lands, Department of Environmental  
Protection, as agent for and on behalf of the Board of Trustees of  
the Internal Improvement Trust Fund of the State of Florida

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 14 day of June, 2001, by  
Acey L. Stinson, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State  
Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement  
Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

Larry H. Hise  
DEP Attorney

Theresa M. Brady  
Notary Public, State of Florida  
COMMISSION # CC 702200  
EXPIRES DEC 15, 2001  
BONDED THRU  
ATLANTIC BONDING CO., INC.  
Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. \_\_\_\_\_

PINELLAS COUNTY FLA  
OFF. REC. BK 11451 PG 2333

## WITNESSES:

Brenda Farley  
Original Signature

Brenda Farley  
Typed/Printed Name of Witness

Linette T. Wolfenberger  
Original Signature

Linette T. Wolfenberger  
Typed/Printed Name of Witness

STATE OF FLORIDA  
COUNTY OF PINELLAS

San Terra Development Condominium Association, Inc.,  
a Florida nonprofit corporation (SEAL)

BY: Marvin Bayles  
Original Signature of Executing Authority

Marvin Bayles  
Typed/Printed Name of Executing Authority

President  
Title of Executing Authority

"LESSEE"

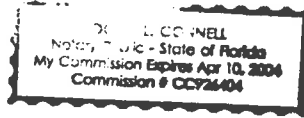
The foregoing instrument was acknowledged before me this 24 day of May, 2001,  
by Marvin Bayles as President of San Terra Development Condominium Association, Inc., a Florida nonprofit corporation, for and  
on behalf of the corporation. He is personally known to me or who has produced \_\_\_\_\_, as  
identification.

My Commission Expires:

April 10, 2004  
Commission/Serial No. CC926404

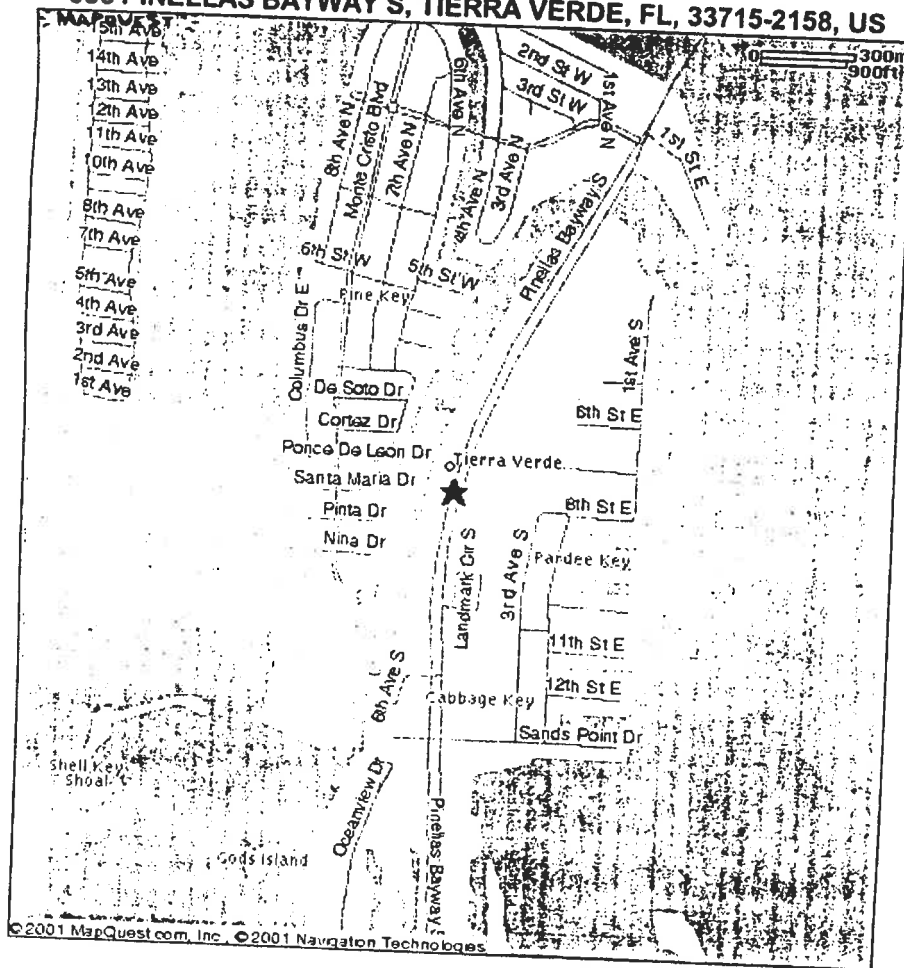
Page 6 of 8 Pages  
Sovereignty Submerged Land Lease No. S20005943

Dorie L. Connell  
Notary Public, State of Florida  
DOXIE L. CONNELL  
Printed, Typed or Stamped Name



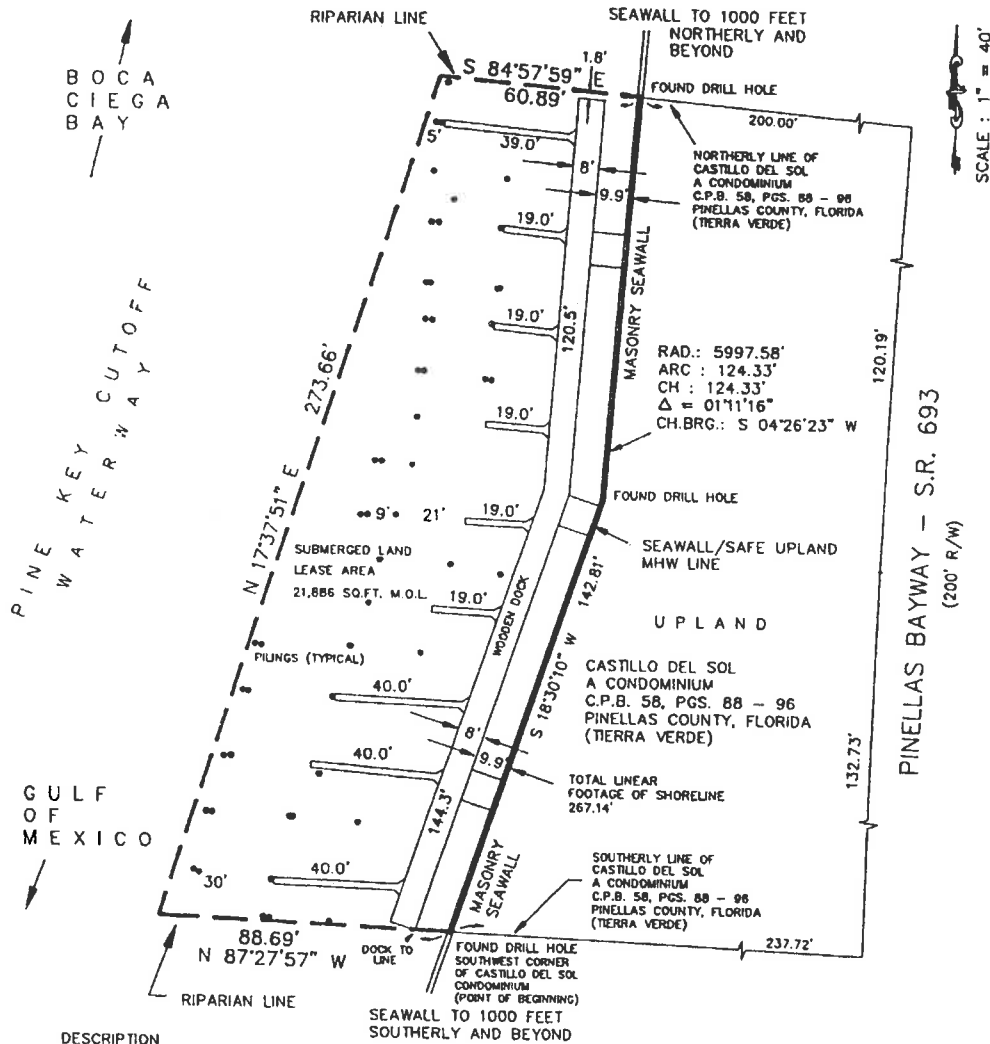
PINELLAS COUNTY FLA  
OFF REC BK 11451 PG 2334

936 PINELLAS BAYWAY S, TIERRA VERDE, FL, 33715-2158, US



Attachment A  
Page 1 of 6 Pages  
SSL 120 52000 143





DESCRIPTION

A PARCEL OF SUBMERGED LAND LOCATED AT PINE KEY CUTOFF IN SECTION 20, TOWNSHIP 32 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHWEST CORNER OF CASTILLO DEL SOL, A CONDOMINIUM, AS RECORDED IN CONDOMINIUM PLAT BOOK 58, PAGES 88 THROUGH 96;  
THENCE ALONG THE SOUTHERLY LINE OF SAID CONDOMINIUM EXTENDED WESTERLY, N 87°27'57" W, 88.69 FEET;  
THENCE LEAVING SAID LINE N 17°37'51" E, 273.66 TO THE NORTHERLY LINE OF SAID CONDOMINIUM EXTENDED WESTERLY;  
THENCE ALONG SAID LINE S 84°57'59" E, 60.89 FEET TO THE NORTHWEST CORNER OF SAID CONDOMINIUM;  
THENCE LEAVING SAID NORTHERLY LINE, ALONG THE WESTERLY LINE OF SAID CONDOMINIUM, ALONG THE ARC OF A CURVE TO THE LEFT 124.33 FEET, SAID CURVE HAVING A RADIUS OF 5997.58 FEET, A CENTRAL ANGLE OF 01°11'16", A CHORD OF 124.33 FEET AND A CHORD BEARING OF S 04°26'23" W;  
THENCE LEAVING SAID CURVE, S 18°30'10" W, 142.81 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.  
CONTAINING 21,886 SQUARE FEET MORE OR LESS.

Attachment A  
Page 8 of 8 Pages  
SSLL No. 520005943

SURVEYOR'S CERTIFICATE  
THIS CERTIFIES THAT THE SURVEY REPRESENTED  
HEREON MEETS THE MINIMUM REQUIREMENTS OF  
CHAPTER 21HH-6, FLORIDA ADMINISTRATIVE  
CODE. SURVEY NOT VALID UNLESS SIGNED  
AND EMBOSSED WITH SURVEYOR'S SEAL.

Kelly O. McClung, PLS  
Florida Registered Land Surveyor No. 4032

3906 TAMPA ROAD SUITE E  
OLDSMAR, FLA. 34677 (813) 854-1342  
**SUNCOAST LAND SURVEYING, inc.**  
BOUNDARY - TOPOGRAPHIC - CONSTRUCTION STAKEOUT

SEC. 20 TWP. 32 S RGE. 16 E

DRAWN BY: KK F.B. PG.

PROJECT NO. 97075



# PAGES  
ACCT #  
CHG AMT  
CK AMT

REC  
OS DR219  
OS  
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FEES  
MTF  
P/C  
REV  
TOTAL

4

19.50

19.52

99-192426 JUN-10-1999 12:30PM  
PINELLAS CO BK 10548 PG 1572

**SCHEDULE OF AMENDMENTS TO  
DECLARATION OF CONDOMINIUM AND BY-LAWS OF  
SAN TERRA DEVELOPMENT CONDOMINIUM. A CONDOMINIUM**

Condominium Plats pertaining hereto are filed  
in Condominium Plat Book 58, Pages 88-96

OH

WHEREAS, the Board of Directors and Unit Owners of SAN TERRA  
DEVELOPMENT CONDOMINIUM ASSOCIATION, INC., CASTILLO DEL SOL, a  
condominium, hereinafter referred to as Association, desires to amend the  
Declaration of Condominium and Bylaws for said condominium association, which  
Declaration of Condominium and Bylaws have been filed and recorded in and for  
Pinellas County, Florida, within O.R. Book 5310, beginning with Page 626, et seq.

WHEREAS, a special meeting of the Board of Directors of the association and  
said unit owners/members was duly called in accordance with the Declaration of  
Condominium and Bylaws, after proper notice was given to the unit  
owners/members.

WHEREAS, such special meeting took place on May 3, 1999, there was  
present a quorum of Directors and a quorum of unit owners/members as defined  
and required by the Bylaws, Articles of Incorporation, and the Declaration of  
Condominium for said Association.

WHEREAS, after due consideration, of said proposed amendments, which  
amendments were proposed by resolution by said Directors, same were presented  
for a vote, and accepted by the unanimous vote of the Board of Directors, and said  
amendments were approved by the vote of the required percentage of unit  
owners/members according to the provisions of the Bylaws, Articles of  
Incorporation, and the Declaration of Condominium for said Association.

Prepared by and Return to: Richard A. Zacur, Esquire  
Zacur & Graham, P.A.  
P.O. Box 14409  
St. Petersburg, FL 33733

WHEREAS, that the Board of Directors and the unit owners/members have approved the Amendments to the Declaration of Condominium and Bylaws, said Amendments are hereinafter provided.

NOW THEREFORE, said Declaration of Condominium and Bylaws shall be hereby amended pursuant to the heretofore stated authority and requirements, which amendments are to be provided within said Declaration of Condominium and Bylaws, and said amendments are as follows:

The Declaration of Condominium is amended as follows:

15. Sales, Rental, Lease or Transfer; Use Restrictions.

15.07 No unit owner may lease or rent a unit for a lease period of less than thirty (30) consecutive days one (1) year (12 consecutive months). Further, no unit owner may lease his/her unit more than one (1) time per calendar year. The association shall have the right to require that a substantially uniform form of lease be used or, in the alternative, the board of directors' approval of the lease form to be used shall be required. After approval, as herein set forth, entire units may be rented provided the occupancy is only by the lessee, his family and guests. No individual rooms may be rented. For each unit leased there is a limit of occupancy of two (2) individuals for each water closet in the unit.

15.12 (5) Leasing: Entire units may be rented provided the occupancy is only for the lessee and his family or guests. No rooms may be rented except as part of leasing of an entire unit. Leases shall not be for periods of less than thirty (30) days one (1) year (12 consecutive months). Further, no unit may be leased more

than one (1) time per calendar year.

**The By-Laws are amended as follows:**

## Rules and Regulations

### 3. LEASING AND SALE OF UNITS.

C. A lease is not permitted for less than ~~one month~~ one (1) year (12 consecutive months), since our premises are not intended to be used by transients as a hotel or motel. Further, no unit may be leased more than one (1) time per calendar year.

RESOLVED, further, that said Amendments to the Declaration of Condominium and Bylaws of the Association are hereby adopted, approved and the Board of Directors shall have same recorded in the Public Records of Pinellas County, Florida.

**SAN TERRA DEVELOPMENT CONDOMINIUM  
ASSOCIATION, INC.**

BY: [Signature]  
President

BY: Xau  
Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of June, 1999, by MARVIN BAYLES, the President and KAREN LEONARD, the Secretary, who are personally known to me or who have produced \_\_\_\_\_ / \_\_\_\_\_ as identification and who did take an oath and depose and says that they executed the

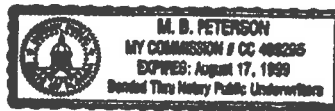
foregoing Amendment and acknowledge to and before me that they executed said Amendment for the purpose therein expressed.

Witness my hand and official seal this 4th day of June, 1999.

M. B. Peterson  
Notary Public

M. B. Peterson  
Notary Name Typed/Printed

My commission expires:



(CODING: Words in underscored type indicate changes from original Declaration of Condominium and deletions from the original Declaration of Condominium are shown by strike outs. Unless otherwise provided herein, all provisions of the Declaration of Condominium are not affected by this Amendment and shall remain the same.)

2C130271 06-10-1999 12:30:44 MBP  
01 0000000000  
DCL-SAN TERRA DEV CONDO  
RECORDING 004 PAGES 1 \$19.50  
TOTAL: \$19.50  
P CHECK AMT. TENDERED: \$19.50  
CHANGE: \$0.00



INST # 96-249315  
SPT 12, 1996 9:05AM

RETURN TO: This Instrument Prepared By:  
Deborah Trim  
Bureau of Land Management Services  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

PINELLAS COUNTY FLA.  
OFF REC BK 9460 PG 2213

40069644 NBP 09-12-1996 08:19:21  
01 LEA-SAN TERRA DEV CONDO  
RECORDING 1 \$10.50

TOTAL: \$10.50  
CHECK AMT. TENDERED: \$10.50  
CHANGE: \$.00

01 RECORDING  
REC 10.50  
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CERT

RENEWAL  
OF  
SOVEREIGNTY SUBMERGED LANDS LEASE

--- This Renewal of the Sovereignty Submerged Lands Lease is entered into this  
FEE 11th day of June, 1996, by and between the Board of Trustees of the Internal  
MII Improvement Trust Fund of the State of Florida ("Lessor"), and San Terra  
REV Development Condominium Association, Inc., a non-profit Florida corporation  
("Lessee").

TOTAL 10.50

pay

WITNESSETH:

WHEREAS, on the 1st day of April, 1991, the Lessor did grant to the  
Lessee, that certain Sovereignty Submerged Lands Lease No. 520005943, to be  
effective from April 1, 1991 through April 1, 1996 (the "Lease"); and

WHEREAS, the Lease was recorded on April 13, 1994, in Official Records  
Book 8630, Page 344, Public Records of Pinellas County, Florida; and

WHEREAS, the Lessee has requested that Lessor renew the Lease and Lessor  
agrees to renew the Lease.

NOW, THEREFORE, the Lessor and Lessee agree as follows:

1. The Lease is hereby renewed from April 1, 1996, the effective  
date of this lease renewal, to April 1, 2001, the expiration date of this  
lease renewal.

2. All of the original terms and conditions of the Lease shall  
remain in full force and effect and binding upon the Lessee throughout the  
lease renewal period; except for the following:

a. Paragraph 21 of the lease shall be changed to read:

21. Renewal of this lease shall be at the sole option of  
the Lessor. Such renewal shall be subject to the terms,  
conditions and provisions of management standards and applicable  
laws, rules and regulations in effect at that time. In the event  
that Lessee is in full compliance with the terms of this lease,  
the Lessee may apply in writing for a renewal. Such application  
for renewal must be received by Lessor no sooner than 120 days and  
no later than 30 days prior to the expiration date of the original  
or current term hereof. The term of any renewal granted by the  
Lessor shall commence on the last day of the previous lease term.  
If the Lessee fails to timely apply for a renewal, or in the event  
the Lessor does not grant a renewal, the Lessee shall vacate the  
leased premises and remove all structures and equipment occupying  
and erected thereon at its expense. The obligation to remove all  
structures authorized herein upon termination of this lease shall  
constitute an affirmative covenant upon all common property  
described in that certain Declaration of Condominium recorded in  
Official Records Book 5310, page 625, public records of Pinellas  
County, Florida.

3. The Lessee, at its own expense, shall record this lease  
renewal in its entirety in the public records of Pinellas County within  
fourteen (14) days after receipt, and shall provide to the Lessor within ten  
(10) days following the recordation a copy of the recorded lease renewal  
document in its entirety which contains the Official Records Book and pages at  
which this lease renewal is recorded.

Executed on the day and year first above written.



WITNESSES:

Deborah A. Trim  
Original Signature

Deborah A. Trim  
Typed/Printed Name of Witness

Margaret Butler  
Original Signature

MARGARET Butler  
Typed/Printed Name of Witness

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

(SEAL)

BY Carolyn Thompson  
Carolyn Thompson, Senior  
Management Analyst II, Bureau of  
Land Management Services,  
Division of State Lands, Agent  
for the Board of Trustees of the  
Internal Improvement Trust Fund

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 26 day of  
August, 1996, by Carolyn Thompson, Senior Management Analyst II, who  
is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

Sam H. Hester  
DEF Attorney

Leigh O'Shields  
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:



Commission/Serial No. \_\_\_\_\_

San Terra Development Condominium  
Association, Inc.,  
a non-profit Florida corporation (SEAL)  
Lessee

WITNESSES:

John L. Borzer  
Original Signature

John L. Borzer  
Typed/Printed Name of Witness

Debra R. Lisheid  
Original Signature

Debra R. Lisheid  
Typed/Printed Name of Witness

BY Marvin Bayles  
Original Signature of Executing Authority  
Marvin Bayles  
Typed/Printed Name of Executing Authority  
President  
Title of Executing Authority

"LESSEE"

STATE OF Florida  
COUNTY OF Pinellas

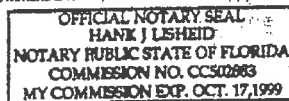
The foregoing instrument was acknowledged before me this 8th day of  
July, 1996, by Marvin Bayles as President of San Terra Development  
Condominium Association, Inc., a Florida corporation, for and on behalf of the  
corporation. He is personally known to me or who has produced \_\_\_\_\_ as  
identification.

My Commission Expires:

Hank J. Lisheid  
Notary Public, State of Florida

Hank J. Lisheid  
Printed, Typed or Stamped Name

Commission/Serial No. \_\_\_\_\_





INST # 94-106659  
APR 13, 1994 4:11PM

PINELLAS COUNTY FLA.  
OFF.REC.SK 8630 PG 344

RECORDING  
REC 33.00  
DS \_\_\_\_\_  
INT \_\_\_\_\_  
FEES \_\_\_\_\_  
MTF \_\_\_\_\_  
P/C \_\_\_\_\_  
REV \_\_\_\_\_  
TOTAL 33.00

This Instrument Prepared By:  
Tammy Buchanan  
Bureau of Submerged Lands and Preserves  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS LEASE

No. 5200-0423

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

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to San Terra Development Condominium Association, Inc., hereinafter referred to as the Lessee, the sovereign lands described as follows:

A parcel of sovereign submerged land in Sections 20,  
Township 32 South, Range 16 East, in the Gulf of Mexico,  
Pinellas County, containing 21,886 square feet, more  
or less, as is more particularly described and shown on Attachment  
A, dated March 4, 1992.

TO HAVE THE USE OF the hereinabove described premises for a period of 5  
years from April 1, 1991, the effective date of this lease. The terms  
and conditions on and for which this lease is granted are as follows:

1. The Lessee is hereby authorized to operate exclusively a docking facility in conjunction with the upland condominium, without fueling facilities, without sewage pumpout facilities, and without liveaboards, as shown and conditioned in Attachment A.

2. The Lessee hereby agrees to pay an initial annual lease fee, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, of \$2,017.89 within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of the lease shall be adjusted pursuant to provisions of Section 18-21.011, Florida Administrative Code. The Lessor will notify the Lessee in writing of the amount and the due date of the annual payment. The lease fee shall be remitted annually to the Department of Natural Resources as the agent for the Lessor, beginning with the effective and due date of this lease, and each year thereafter until the term of this lease terminates or expires.

3. The Lessee shall pay a late charge equal to interest at the rate of twelve percent (12%) per annum from the due date until paid on any lease fees or other charges due hereunder which are not paid within 30 days of their due dates.

4. The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above. The Lessor reserves the right to assess retroactively additional payments when the actual rental rates or total number of linear feet for rent used to determine the annual payment differs from the rental rates or total number of linear feet for rent supplied by the Lessee.

[05]

RETURN TO:  
BENNETT L. RABIN, ESQUIRE  
BECKER & POLLAKOFF, P.A.  
5559 CENTRAL AVENUE, SUITE 104  
ST. PETERSBURG, FL 33710

KARLEEN F. DEBLAKER, CLERK  
RECORD VERIFIED BY: am

5. For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.
6. The Lessee shall secure, maintain, and keep all records for the entire term of this lease, plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease payment verification purposes by the Lessor.
7. This lease is given to the Lessor to use or occupy the leased premises for those purposes specified herein. The Lessee shall, within ten days prior to any change in the approved use of the sovereignty lands or the associated upland activity, notify the Lessor in writing of the proposed changes whereupon the Lessor shall be authorized to adjust and prorate fees pursuant to Chapter 18-21, Florida Administrative Code, if applicable.
8. The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor.
9. This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.
10. During the term of this lease, the Lessee shall maintain a leasehold or fee simple title interest in the adjacent upland property and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's leasehold or fee simple title interest in the upland property, Lessee shall inform any potential buyer or transferee of the Lessee's upland property interest of the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.
11. The Lessee shall investigate all claims of every nature at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.
12. Lessee waives venue as to any litigation arising from matters relating to this lease and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.
13. The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein, this lease may be terminated by the Lessor upon thirty (30) days written notice to Lessee. If cancelled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce this provision shall be paid by the Lessee. All notices required to be given to Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:
- San Terra Development Condominium Association, Inc.  
One North Dale Mabry, Suite 820  
Tampa, Florida 33609

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

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

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

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

17. The Lessee shall not permit any vessel required to be registered or titled under Florida law to moor or dock within or otherwise use the leased area unless such vessel is registered or titled in accordance with Chapter 327 and 328, Florida Statutes.

18. The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor, in the form set forth in Attachment B, in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

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

20. Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

21. Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense.

22. If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 13 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

23. Any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the interest of the Lessee in its upland enforcement in summary proceedings as provided by Law.

24. The Lessee, at its own expense, shall record this lease and any subsequent approved renewal and/or modified leases in the official records of the county within which the lease site is located within ten (10) days after receipt of a fully executed copy of this lease, and shall provide the Lessor with a copy of the recorded lease indicating the book and page at which the lease is recorded.

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

26. This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing and must be accepted, acknowledged and executed by the Lessee and Lessor.

27. Lessee shall place and maintain covered, secured trash receptacles, preferably of 50 gallon capacity, of a sufficient number and at appropriate locations on the overwater structures within the leased area to encourage facility users to discard litter in an acceptable manner and prevent litter from being discarded into the waters of the State. Immediately adjacent to the trash receptacles, Lessee shall post signs the size of which shall be at least as large as 18" x 24" with white lettering on green background to carry an appropriate message such as DON'T BE A LITTER BUG; PLEASE PLACE TRASH IN RECEPTACLE; or TRASH RECEPTACLE.

28. No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased area. No restaurant or dining activities are to occur within the leased area. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. In addition, the Lessee shall not undertake any repair or renovation activities within the leased premises without first obtaining the written consent of the Lessor. Unless specifically authorized in writing by the Lessor such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Rule 18-14, Florida Administrative Code.

29. SPECIAL LEASE CONDITION.- The Lessee shall amend the Declaration of Condominium documents to include a specific reference to Sovereignty Submerged Land Lease No. 520005943 within 90 days of receipt of the fully executed lease and shall provide the Lessor a copy of the recorded, modified document evidencing these specific references.

WITNESSES:

Original Signature

Typed/Printed Name of Witness

Original Signature

Typed/Printed Name of Witness

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

(SEAL)

BY Michael E. Ashby  
Michael E. Ashby, Chief, Bureau of  
Submerged Lands and Preserves, Agent  
for the Board of Trustees of the  
Internal Improvement Trust Fund

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 17 day of October, 1992, by Michael E. Ashby, Bureau Chief, who is personally known to me and who did not take an oath.

APPROVED AS TO FORM AND LEGALITY:

William C. Robinson  
DNR Attorney

Leigh O'Shields  
Notary Public, State of Florida

LEIGH O'SHIELDS

Printed, Typed or Stamped Name

My Commission Expires April 18, 1995  
Notary Public, State of Florida

Commission/Serial No. CC100616

WITNESSES:

Original Signature

Typed/Printed Name of Witness

Original Signature

Typed/Printed Name of Witness

San Terra Development Condominium  
Association, Inc. (SEAL)

Lessee

BY

Original Signature of Executing Authority

John F. Venable  
Typed/Printed Name of Executing Authority

President  
Title of Executing Authority

"LESSEE"

STATE OF Florida  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 17 day of September, 1992, by John F. Venable of San Terra Development Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced John F. Venable, as identification and did (did not) take an oath.

My Commission Expires:

State of Florida at large

My Commission Expires:

May 7, 1993

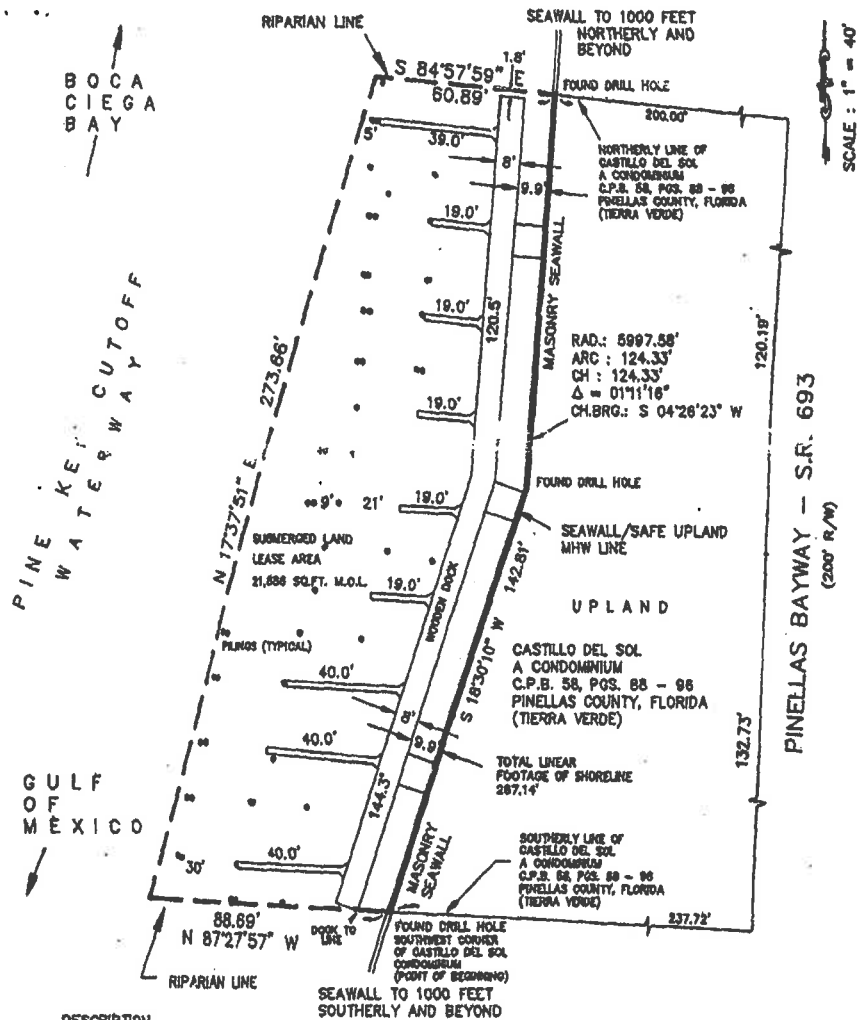
Commission/Serial No. \_\_\_\_\_

Ida Ezell  
Notary Public, State of Florida

Ida Ezell  
Printed, Typed or Stamped Name

Page 5 of 7 Pages

Sovereignty Submerged Lands Lease No. 520005943



DESCRIPTION

A PARCEL OF SUMMERED LAND LOCATED AT PINE KEY CUTOFF IN SECTION 20, TOWNSHIP 32 SOUTH, RANGE 18 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHWEST CORNER OF CASTILLO DEL SOL, A CONDOMINIUM, AS RECORDED IN CONDOMINIUM PLAT BOOK 88, PAGES 88 THROUGH 98;  
THENCE ALONG THE SOUTHERLY LINE OF SAID CONDOMINIUM EXTENDED WESTERLY, N 87°27'57\" W, 88.89 FEET;  
THENCE LEAVING SAID LINE N 17°37'51\" E, 273.66 TO THE NORTHERLY LINE OF SAID CONDOMINIUM EXTENDED WESTERLY;  
THENCE ALONG SAID LINE S 84°57'59\" E, 60.89 FEET TO THE NORTHWEST CORNER OF SAID CONDOMINIUM;  
THENCE LEAVING SAID NORTHERLY LINE, ALONG THE WESTERLY LINE OF SAID CONDOMINIUM, ALONG THE ARC OF A CURVE TO THE LEFT 124.33 FEET, SAID CURVE HAVING A RADIUS OF 5997.58 FEET, A CENTRAL ANGLE OF 01°11'16\", A CHORD OF 124.33 FEET AND A CHORD BEARING OF S 04°26'23\" W;  
THENCE LEAVING SAID CURVE, S 18°30'10\" W, 142.81 FEET TO THE AFOREMENTIONED POINT OF BEGINNING,  
CONTAINING 21,888 SQUARE FEET MORE OR LESS.

Attachment A  
Page 6 of 7 Pages  
SLL No. 520005943

**SURVEYOR'S CERTIFICATE**  
THIS CERTIFIES THAT THE SURVEY REPRESENTED HEREON MEETS THE MINIMUM REQUIREMENTS OF CHAPTER 21HH-6, FLORIDA ADMINISTRATIVE CODE. SURVEY NOT VALID UNLESS SIGNED AND EMBOSSED WITH SURVEYOR'S SEAL.

*Kelly O. McClung* 3/4/92  
Kelly O. McClung, PLS  
Florida Registered Land Surveyor No. 4032

3906 TAMPA ROAD SUITE E  
OLDSMAR, FLA. 34677 (813) 854-1342  
**SUNCOAST LAND SURVEYING, Inc.**  
BOUNDARY - TOPOGRAPHIC - CONSTRUCTION STAKEOUT

SEC. 20 TWP. 32 S RGE. 16 E

DRAWN BY: K.L. F.B. .PG.

PROJECT NO. 92025

Exh



The docking structures located on the public lands are under lease from the Florida Board of Trustees of the Internal Improvement Trust Fund. As a condition of that lease, the lessee is prohibited from discriminating on the basis of an individual's race, color, religion, sex, national origin, age, handicap or marital status in the rental or use of those structures.

Persons denied equal right to rent or use the docking structures included within Sovereignty Submerged Land Lease Number 520005943 may file a complaint with the:

Las estructuras de muelle situadas en las tierras públicas son sujetas a arrendamiento de El Consejo de Administradores del Fondo Seguro de Mejoramiento Interno de la Florida. Como condición de este arrendamiento, el arrendador: será prohibido discriminar por causa de raza, color, religión, sexo, origen nacional, edad, incapacitación o estado civil.

Las personas a quienes se les haya negado el derecho de igualdad al arrendar o usar las estructuras de muelle incluidas dentro de la Soberanía de Tierras Somergidas para Arrendamiento Numero 520005943 pueden presentar una queja al :

FLORIDA DEPARTMENT OF  
NATURAL RESOURCES  
Bureau of Wetlands  
3900 Commonwealth Blvd.  
Mt. Dora, Florida 32750  
Telephone: FL 352-299-9000  
Fax: 352-299-9042  
Internet: www.dnr.state.fl.us

FLORIDA DEPARTMENT OF  
NATURAL RESOURCES  
Bureau of Wetlands  
3900 Commonwealth Blvd.  
Mt. Dora, Florida 32750  
Telephone: FL 352-299-9000  
Fax: 352-299-9042  
Internet: www.dnr.state.fl.us

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TOTAL: \$33.00  
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CHANGE: \$0.00

Attachment 8  
Page 7 of 7 Pages  
SSL No. 520005943



**CERTIFICATE OF SAN TERRA DEVELOPMENT CONDOMINIUM  
ASSOCIATION, INC. CERTIFYING ADOPTION OF THE  
FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF CASTILLO DEL SOL, A CONDOMINIUM**

San Terra Development Condominium Association, Inc., to the extent that it may be required to do so under the laws of the State of Florida, certifies that it has adopted the Fourth Amendment to Declaration of Condominium of Castillo Del Sol, a condominium dated March 23, 1990, (copy attached) and consents to the provisions of that amendment. The declaration of condominium to which the amendment pertains was recorded in O.R. Book 5310, Page 616 thru 706 inclusive (which are also as shown on that certain condominium plat recorded in Condominium Plat Book 58, Pages 88 thru 96 inclusive), and amended by an amendment recorded in O.R. Book 5328, Page 1156 thru 1162, inclusive, and O.R. Book 5331, Page 2189, and amended by a second amendment recorded in O.R. Book 5328, Pages 1163 thru 1168, inclusive, and amended by third amendment recorded in O.R. Book 5744, Pages 1493 thru 1520, inclusive (which amendments are also referenced on condominium plat recorded at Plat Book 75, page 116).

This certificate was executed by Armand Zerilli and Joyce Cosby, as president and secretary, respectively, of San Terra Development Condominium Association, Inc. as of March 23, 1990.

Witness:

SAN TERRA DEVELOPMENT  
CONDOMINIUM ASSOCIATION, INC.

P. Gary

Lise J. Worley

Barbara Biegel

Lise J. Worley

Armand Zerilli, president

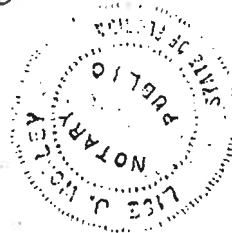
Joyce Cosby, secretary

The foregoing instrument was sworn to, subscribed to, and acknowledged before me in Pinellas County, Florida, this 23 day of March, 1990, by Armand Zerilli and Joyce Cosby, as president and secretary, respectively, of San Terra Development Condominium Association, Inc., a Florida corporation, on behalf of the corporation.

Lise J. Worley  
Notary Public  
My Commission Expires:

Notary Public, State of Florida  
My Commission Expires May 2, 1992  
Bonded thru Toy Fair - Insurance Inc.

(j: fourth.cer) lw



01 RECORDING  
REC 15.00  
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TOTAL 15.00

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RECORDING 1 \$15.00

TOTAL: \$15.00  
CHECK AMT. TENDERED: \$15.00  
CHANGE: \$0.00

RETURN TO: This instrument prepared by:  
JAMES V. STEWART, ESQ.  
Jannus 200 Bldg. - Suite 203  
200 First Avenue North  
St. Petersburg, Fla. 33701  
PLEASE RETURN TO THIS ADDRESS

KARLEEN F. DEBLAKER, CLERK  
AUG 28, 1990 12:06PM

**FOURTH AMENDMENT TO DECLARATION  
OF CONDOMINIUM OF CASTILLO DEL SOL, A CONDOMINIUM**

**1. Amendment.**

This is an amendment to the Declaration of Condominium of Castillo Del Sol, a condominium, originally recorded in the Public Records of Pinellas County, Florida in O.R. Book 5310, Page 616 thru 706 inclusive (which are also as shown on that certain condominium plat recorded in Condominium Plat Book 58, Pages 88 thru 96 inclusive), and amended by an amendment recorded in O.R. Book 5328, Page 1156 thru 1162, inclusive, and O.R. Book 5331, Page 2189, and amended by a second amendment recorded in O.R. Book 5328, Pages 1163 thru 1168, inclusive, and amended by third amendment recorded in O.R. Book 5744, Pages 1493 thru 1520, inclusive (which amendments are also referenced on condominium plat recorded at Plat Book 75, page 116).

This amendment amends Article 13 of the Declaration of Condominium in order to clarify and affirm the understanding of the board of directors and unit owners that limited common elements may be exchanged by unit owners (so long as such limited common elements are always appurtenant to a unit).

Article 13 of the Declaration of Condominium of Castillo Del Sol, a condominium, is hereby amended to add a new sentence at the end as is stated below (the entire text of Article 13 is restated with the new sentence at the end underlined):

There may be limited common elements appurtenant to each of the units in this condominium, such as assigned parking spaces, patios, and storage areas, and boat docks, if added, as shown and reflected on the Floor and Plot Plans set forth on Exhibit C and D attached hereto and in paragraph 8.01(12) hereof. These limited common elements are reserved for the use of the units appurtenant thereto or unit assigned to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the limited common elements so appurtenant. Expenses of maintenance, repair and replacement relating to the surfaces of such limited common elements shall be borne by and assessed against the individual unit owner, except for the maintenance expense for all parking spaces, walkways and sidewalks which shall be considered common elements for the purpose of cost of repair and maintenance. No limited common element may be sold or leased independent from a unit. Unit owners, however, may exchange like limited common elements with each other on a one for one basis.

**2. Adoption of Amendment.**

This amendment is made pursuant to §718.110, Florida Statutes, and §9.01 of the Declaration of Condominium of Castillo Del Sol (O.R. Book 5310, Page 629), which provides for amendment by a duly noticed meeting at which the amendment is proposed by the board of directors or by 75% of the association members and approved by at least 75% of the board of directors, and 2/3rds of the association members. At a duly noticed meeting, the board proposed the above amendment which passed unanimously by the board and unanimously by all association members present in person or by proxy (15 out of the total of 18 units, 3 not being present). Authorization was granted to do all things necessary to file and record the above amendment to make it effective, including the execution by the officers of the condominium association (San Terra Development Condominium Association, Inc.) of a certificate certifying that the above amendment as duly adopted. The date of this amendment is as of March 23, 1990 (the date that the meeting approving the amendment was held).

3. Execution.

This instrument has been executed by the parties as of March 23, 1990.  
This instrument may be executed in counterparts.

Witness:

SAN TERRA DEVELOPMENT  
CONDOMINIUM  
ASSOCIATION, INC.

Lisa J. Worley

Lisa J. Worley

Barbara Bagel

Lisa J. Worley

Armand Zerilli  
Armand Zerilli, president

Joyce Cosby  
Joyce Cosby, secretary

The foregoing instrument was sworn to, subscribed to, and acknowledged before me in Pinellas County, Florida, this 23 day of March, 1990, by Armand Zerilli and Joyce Cosby, as president and secretary, respectively, of San Terra Development Condominium Association, Inc., a Florida corporation, on behalf of the corporation.

Lisa J. Worley  
Notary Public

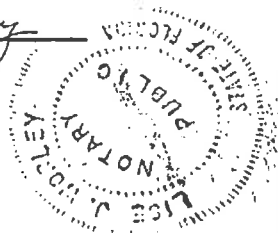
My Commission Expires:

Notary Public, State of Florida

My Commission Expires May 2, 1992

Bonded thru Troy Fela - Insurance Inc.

(j: fourth.am) lw





CERTIFICATE OF AMENDMENT  
TO DECLARATION OF CONDOMINIUM OF  
CASTILLO DEL SOL, A CONDOMINIUM

NOTICE IS HEREBY GIVEN THAT at a duly called meeting of the members on March 1, 1990, by a vote as required by the Declaration of Condominium and after the unanimous adoption of a Resolution proposing said amendments by the Board of Administration, the Declaration of Condominium of Castillo Del Sol, a Condominium, as recorded in O.R. Book 5310, Page 631, et seq., of the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

1. The Declaration of Condominium of Castillo Del Sol, a Condominium, is hereby amended in accordance with Exhibit A attached hereto and entitled "Schedule of Amendments to Declaration of Condominium."

2. The Bylaws of San Terra Development Condominium Association, Inc., being an exhibit to said Declaration of Condominium, are hereby amended in accordance with Exhibit B attached hereto and entitled "Schedule of Amendments to Bylaws."

IN WITNESS WHEREOF, we have affixed our hands this 2nd day of May, 1990, at Pinellas County, Florida.

SAN TERRA DEVELOPMENT  
CONDOMINIUM ASSOCIATION, INC.

By: [Signature]  
As its President

(CORPORATE SEAL)

Attest: [Signature]  
Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

On this 2nd day of May, 1990, appeared the President and Secretary and acknowledged the execution of this instrument for the purposes herein expressed.

[Signature]  
Notary Public

Commission Expires: 5/16/91

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REC 15.00

15.00

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RECORDING 1 \$15.00

TOTAL: \$15.00  
CHECK AMT. TENDERED: \$15.00  
CHANGE: \$0.00

KARLEEN F. DEBLAKER, CLERK  
MAY 30, 1990 2:40PM

R TIMOTHY PETERS P.A. ATTORNEY AT LAW CLEARWATER FLORIDA

THIS INSTRUMENT PREPARED BY & RETURN TO:  
R. TIMOTHY PETERS  
R. TIMOTHY PETERS, P.A.  
BOX 6314, CLEARWATER, FL 34618-0314

"ORIGINAL CONDOMINIUM PLAT PERTAINING HERETO  
IS FILED IN CONDOMINIUM PLAT BOOK 52  
PAGES 22"

SCHEDULE OF AMENDMENTS  
TO THE DECLARATION OF CONDOMINIUM FOR  
CASTILLO DEL SOL, A CONDOMINIUM

ARTICLE 13. Limited Common Elements.

There may be limited common elements appurtenant to each of the units in this condominium, such as assigned parking spaces, patios, and storage areas, and boat docks, if added, as shown and reflected on the Floor and Plot Plans set forth on Exhibit C and D attached hereto and in paragraph 8.01(12) hereof. These limited common elements are reserved for the use of the units appurtenant thereto or unit assigned to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the limited common elements so appurtenant. Expenses of maintenance, repair and replacement relating to the surfaces of such limited common elements shall be borne by and assessed against the individual unit owner, except for the maintenance expense for all parking spaces, walkways and sidewalks which shall be considered common elements for the purpose of cost of repair and maintenance. No limited common elements may be sold or leased independent from a unit. Unit owners, however, may exchange like limited common elements with each other on a one for one basis.

The portions of this Amendment which are stricken through with hyphens, i.e., hyphens, are to be deleted. The portions of this Amendment which are underlined constitute new words to be inserted into the paragraph.

Exhibit A

THIS INSTRUMENT PREPARED BY & RETURN TO:  
R. TIMOTHY PETERS  
R. TIMOTHY PETERS, P.A.  
BOX 6316, CLEARWATER, FL 34618-6316



SCHEDULE OF AMENDMENTS  
TO THE BYLAWS OF SAN TERRA DEVELOPMENT  
CONDOMINIUM ASSOCIATION, INC., A CONDOMINIUM

ARTICLE 2.1 Number and Term. The number of Directors which constitute the whole board shall not be less than three nor more than five. ~~Until-succeeded-by-Directors-elected-at-the first-annual-meeting-of-the-Owners,-Directors-need-not-be owners;-thereafter,-all-Directors-shall-be-Owners.~~ Three Directors shall be elected at the first Annual Meeting of the Owners with new elections at each subsequent Annual Meeting. Each Director shall serve until the election of his successor is complete. Directors may be either the legal owner or the spouse of the Owner.

The portions of this Amendment which are stricken through with hyphens, i.e. ~~hyphens~~, are to be deleted. The portions of this Amendment which are underlined constitute new words to be inserted into the paragraph.

Exhibit B

THIS INSTRUMENT PREPARED BY (& RETURN TO)  
R. TIMOTHY PETERS  
R. TIMOTHY PETERS, P.A.  
BOX 6314, CLEARWATER, FL 34618-6314



Put in doc binder  
for San Terra  
Inx -  
RB

KEN BURKE, CLERK OF COURT  
PINELLAS COUNTY FLORIDA  
INST# 2011048877 02/24/2011 at 11:28 AM  
OFF REC BK: 17177 PG: 896-905  
DocType:MOD RECORDING: \$86.50

This Instrument Prepared By:  
Tiana Brown  
Recurring Revenue Section  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

RETURN TO:  
BENNETT L. RABIN, ESQ  
RABIN BARKER PA  
25013 US 19 NO #207  
CLEARWATER FL 33761

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

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL  
AND MODIFICATION TO REFLECT CURRENT STRUCTURES

BOT FILE NO. 520005943

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

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

A parcel of sovereignty submerged land in Section 20, Township 32 South, Range 16 East, in the Gulf of Mexico, Pinellas County, containing 21,886 square feet, more or less, as is more particularly described and shown on Attachment A, dated March 4, 1992 and November 8, 2010.

TO HAVE THE USE OF the hereinabove described premises from November 8, 2010, the effective date of this modified lease renewal, through April 1, 2016, the expiration date of this modified lease renewal. The terms and conditions on and for which this modified lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 17-slip docking facility exclusively to be used for mooring of recreational vessels in conjunction with an upland condominium, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 29, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection, OGC Consent Order No. 06-1296, dated June 28, 2006, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$3,354.71, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

[ 05 ]

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

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

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

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

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the State of Florida Department of Environmental Protection, OGC Consent Order. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the use of the common elements described in that certain Declaration of Condominium recorded in Official Records Book 5310, Page 625, Public Records of Pinellas County, Florida without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

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

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall be responsible for the operation and management of the common elements described in that certain Declaration of Condominium recorded in Official Records Book 5310, Page 625, Public Records of Pinellas County, Florida, together with the riparian rights appurtenant thereto, and if such responsibility is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute and documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

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

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

12. VENUE: Lessee waives venue as to any litigation arising from matters relating to this lease and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

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

San Terra Development Condominium Association, Inc.  
1110 Pinellas Bayway, #207  
Tierra Verde, Florida 33715

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

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

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

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

17. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

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

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

20. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the common elements described in that certain Declaration of Condominium recorded in Official Records Book 5310, Page 625, Public Records of Pinellas County, Florida, which shall run with the title to said common elements and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

21. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 13 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

22. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 21 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the common elements described in that certain Declaration of Condominium recorded in Official Records Book 5310, Page 625, Public Records of Pinellas County, Florida. This lien on the common elements shall be enforceable in summary proceedings as provided by law.

23. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. Book and pages at which the lease is recorded.

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

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

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

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

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

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

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

31. SPECIAL LEASE CONDITIONS:

A. Should a field survey acceptable to the Lessor be required or obtained after the effective date of this lease, the annual lease fees due hereunder shall be adjusted to reflect the increase or decrease in the total preempted area shown by the survey. Any such adjustment shall be effective from the date of the acceptable survey and shall be prospective only. No reimbursement or credit shall be given to the Lessee by the Lessor for overages, and no charge shall be imposed by the Lessor for shortages unless the error resulted from inaccurate information supplied by the Lessee.

B. By April 1, 2012, the Lessee shall amend the Declaration of Condominium recorded in Official Records Book 5310, page 625, public records of Pinellas County, Florida, to include a specific reference to Sovereignty Submerged Lands Lease No. 520005943 and provide the Lessor a copy of the recorded amendment to Declaration of Condominium evidencing this specific reference.

WITNESSES:

Original Signature

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

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

BY:

Jeffery M. Gentry, Operations and Management Consultant,  
Manager, Bureau of Public Land Administration,  
Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the Board  
of Trustees of the Internal Improvement Trust Fund of the State  
of Florida

(SEAL)

STATE OF FLORIDA  
COUNTY OF LEON

"LESSOR"

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of January, 2011, by  
Jeffery M. Gentry Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State  
Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the  
Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

DEP Attorney

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires

Commission/Serial No.

Notary Public State of Florida  
Kathy C Griffin  
My Commission DD727692  
Expires 10/30/2011

WITNESSES:

Original Signature

Typed/Printed Name of Witness

Original Signature

Typed/Printed Name of Witness

San Terra Development Condominium Association, Inc.,  
a Florida nonprofit corporation

(SEAL)

BY:

Original Signature of Executing Authority

Nicole Weis

Typed/Printed Name of Executing Authority

President

Title of Executing Authority

"LESSEE"

STATE OF Florida  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of January, 2011, by  
Nicole Weis as President of San Terra Development Condominium Association, Inc., a Florida nonprofit corporation, for and on  
behalf of the corporation. She is personally known to me or who has produced [Signature] as identification.

My Commission Expires:

Signature of Notary Public

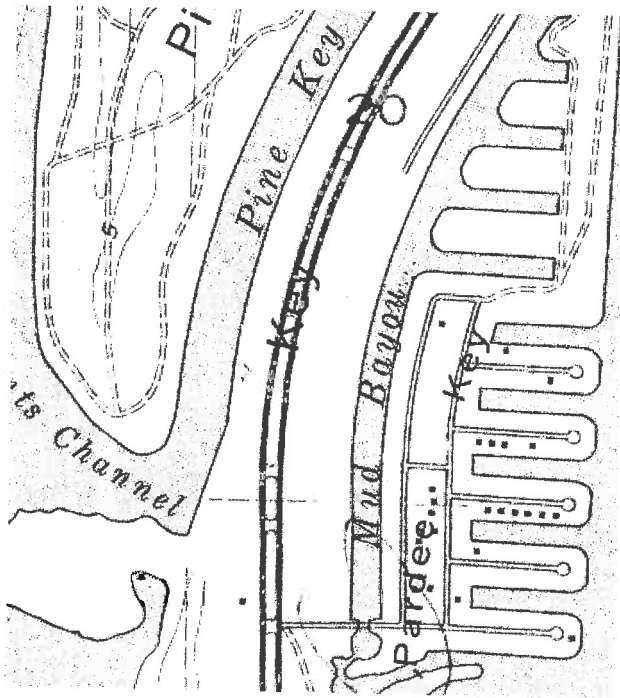
Notary Public

LIANA L. LOVING  
Commission # EE 004123  
Expires June 10, 2014  
Bonded Third Party Fair Insurance 900-385-7019

Printed, Typed or Stamped Name

Commission/Serial No.

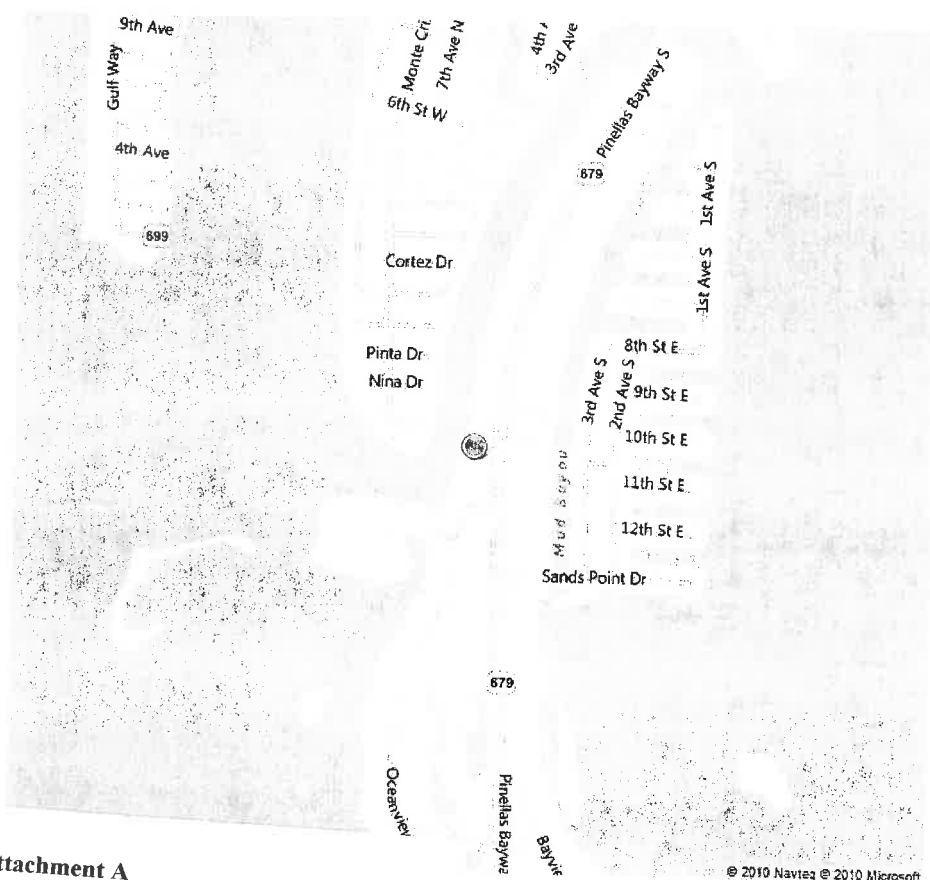




Section 20, Township 32 South, Range 16 East

Quad – Pass-A-Grille Beach, 190-A, 1981

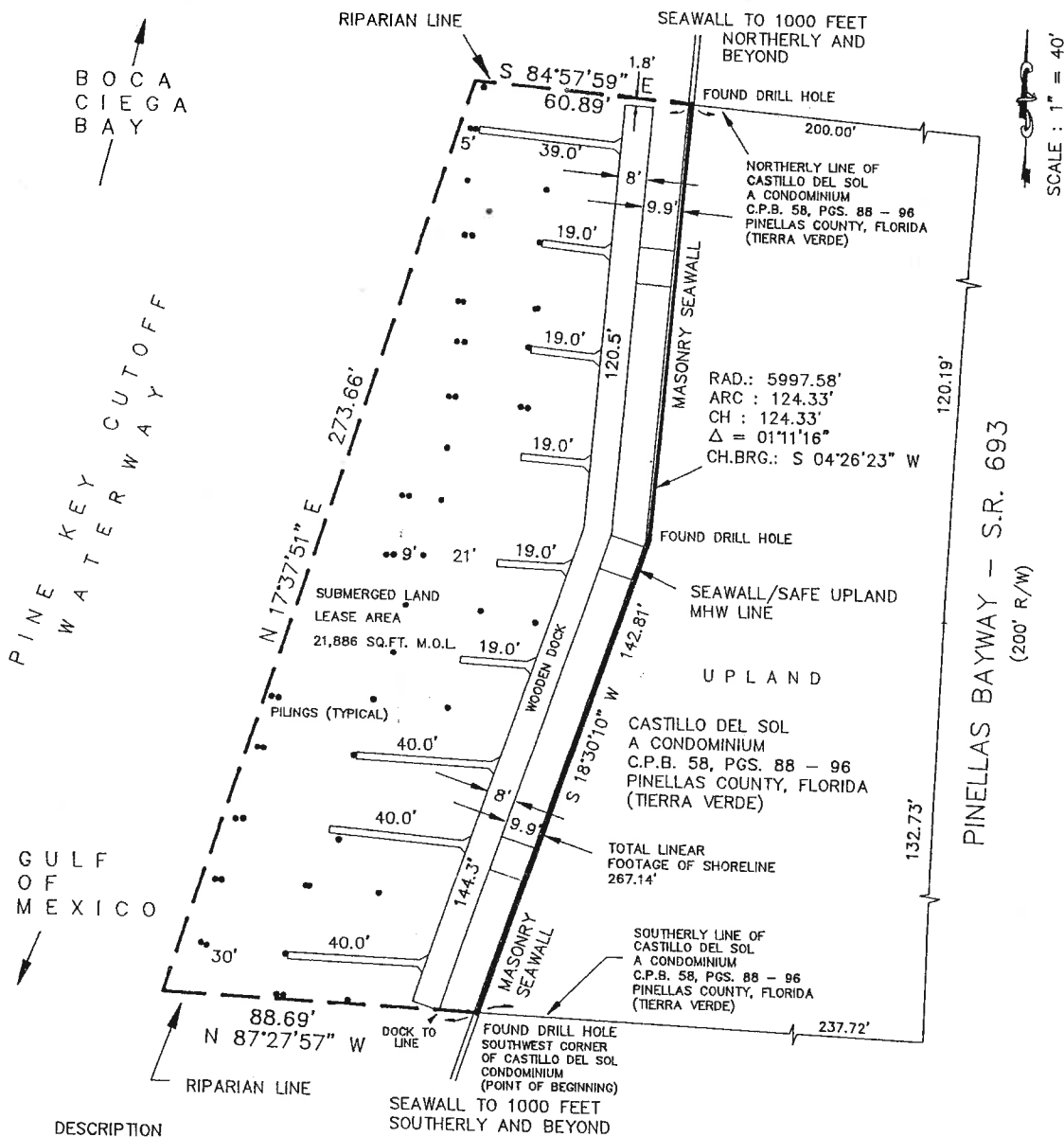
936 Pinellas Bayway South, Tierra Verde, FL 33715



#### DESCRIPTION

A PARCEL OF SUBMERGED LAND LOCATED AT PINE KEY CUTOFF IN SECTION 20, TOWNSHIP 32 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;  
BEGINNING AT THE SOUTHWEST CORNER OF CASTILLO DEL SOL, A CONDOMINIUM, AS RECORDED IN CONDOMINIUM PLAT BOOK 58, PAGES 88 THROUGH 96;  
THENCE ALONG THE SOUTHERLY LINE OF SAID CONDOMINIUM EXTENDED WESTERLY, N 87°27'57" W, 88.69 FEET;  
THENCE LEAVING SAID LINE N 17°37'51" E, 273.66 TO THE NORTHERLY LINE OF SAID CONDOMINIUM EXTENDED WESTERLY;  
THENCE ALONG SAID LINE S 84°57'59" E, 60.89 FEET TO THE NORTHWEST CORNER OF SAID CONDOMINIUM;  
THENCE LEAVING SAID NORTHERLY LINE, ALONG THE WESTERLY LINE OF SAID CONDOMINIUM, ALONG THE ARC OF A CURVE TO THE LEFT 124.33 FEET, SAID CURVE HAVING A RADIUS OF 5997.58 FEET, A CENTRAL ANGLE OF 01°11'16", A CHORD OF 124.33 FEET AND A CHORD BEARING OF S 04°26'23" W;  
THENCE LEAVING SAID CURVE, S 18°30'10" W, 142.81 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.  
CONTAINING 21,886 SQUARE FEET MORE OR LESS.

---



# DESCRIPTION

A PARCEL OF SUBMERGED LAND LOCATED AT PINE KEY CUTOFF IN SECTION 20, TOWNSHIP 32 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF CASTILLO DEL SOL, A CONDOMINIUM, AS RECORDED IN CONDOMINIUM PLAT BOOK 58, PAGES 88 THROUGH 96; THENCE ALONG THE SOUTHERLY LINE OF SAID CONDOMINIUM EXTENDED WESTERLY, N 87°27'57" W, 88.69 FEET; THENCE LEAVING SAID LINE N 17°37'51" E, 273.66 TO THE NORTHERLY LINE OF SAID CONDOMINIUM EXTENDED WESTERLY; THENCE ALONG SAID LINE S 84°57'59" E, 60.89 FEET TO THE NORTHWEST CORNER OF SAID CONDOMINIUM; THENCE LEAVING SAID NORTHERLY LINE, ALONG THE WESTERLY LINE OF SAID CONDOMINIUM, ALONG THE ARC OF A CURVE TO THE LEFT 124.33 FEET, SAID CURVE HAVING A RADIUS OF 5997.58 FEET, A CENTRAL ANGLE OF 01°11'16", A CHORD OF 124.33 FEET AND A CHORD BEARING OF S 04°26'23" W; THENCE LEAVING SAID CURVE, S 18°30'10" W, 142.81 FEET TO THE AFOREMENTIONED POINT OF BEGINNING. CONTAINING 21,886 SQUARE FEET MORE OR LESS.

Attachment A  
Page 9 of 10 Pages  
SSLL No. 520005943

## SURVEYOR'S CERTIFICATE

THIS CERTIFIES THAT THE SURVEY REPRESENTED HEREON MEETS THE MINIMUM REQUIREMENTS OF CHAPTER 21HH-6, FLORIDA ADMINISTRATIVE CODE. SURVEY NOT VALID UNLESS SIGNED AND EMBOSSED WITH SURVEYOR'S SEAL.

Kelly O. McClung, PLS  
Florida Registered Land Surveyor No. 4032

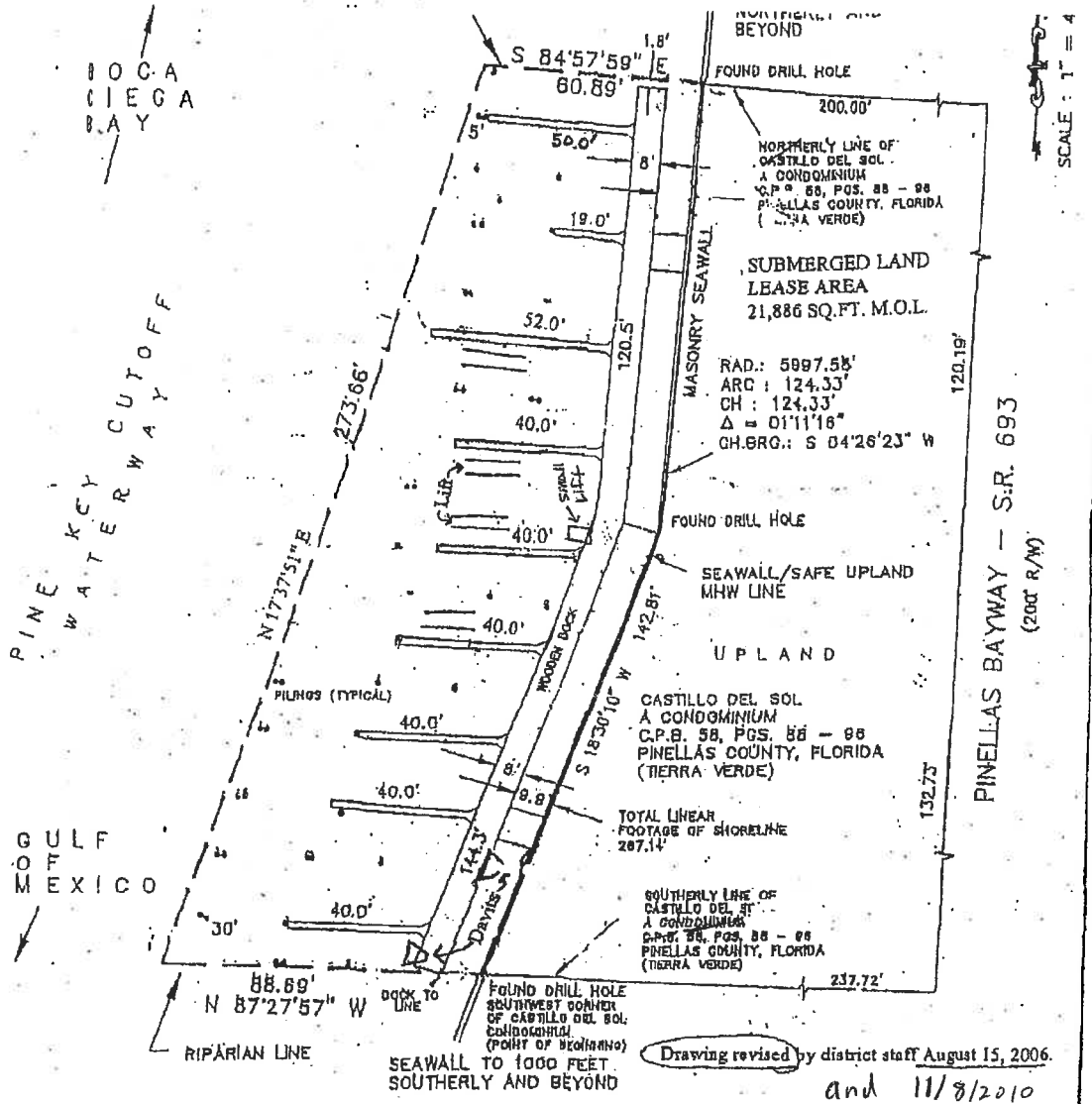


3906 TAMPA ROAD SUITE E  
OLDSMAR, FLA. 34677 (813) 854-1342  
**SUNCOAST LAND SURVEYING, inc.**  
BOUNDARY -- TOPOGRAPHIC -- CONSTRUCTION STAKEOUT

SEC. 20 TWP. 32 S RGE. 16 E

DRAWN BY: KK F.B. PG.

PROJECT NO. 92025



87076365

01.0457 PAGE 06

## CERTIFICATION OF RESOLUTION

SAN TERRA DEVELOPMENT CONDOMINIUM ASSOCIATION, INC.

The undersigned, John Christman, as President of San Terra Development Condominium Association, Inc., certifies the attached resolution for recording in the Public Records of Pinellas County, Florida, pursuant to the By-Laws of the Association as recorded in O.R. Book 5310, Pages 667 through 674, Public Records of Pinellas County, Florida, amending Article 5, Section 5.2, Page 4 of the By-Laws as contained in O.R. Book 5310 at Page 670; said Resolution being approved by the membership of the Condominium Association at a meeting duly called.

IN WITNESS THEREOF, I have hereunto set my hand and seal  
this 13<sup>th</sup> DAY OF March, 1987.

Witness

Witness

John Christman, President

24 24738829 72

1. 27mc87

40

9.00

TOTAL

9.00 CHK

STATE OF FLORIDA  
COUNTY OF PINELLAS

SWORN TO and subscribed before me this 13<sup>th</sup> day of  
March, 1987 At St. Petersburg, Pinellas County  
Florida.

Notary Public

Notary Public, State of Florida at Large  
My Commission Expires Dec. 4, 1989

My Commission Expires:

RETURN TO: Seaboard Arbors Management Services, Inc.  
P.O. Box 58059  
Tiera Verde, Florida  
33715

01 Cash 11 Chg  
40 Rec 4.00  
41 DS  
43 Int

Tot 9.00

MAR 21 5 57 PM '87

RECEIVED AT THE CLERK'S OFFICE

MAR 21 1987

RESOLUTION

01.3457 PAGE 97

WHEREAS, the 1987 annual meeting of the members of the San Terra Development Condominium Association, Inc. was held pursuant to notice duly given, on February 23, 1987 at the conference room of the Sandpiper Motel, and

WHEREAS, the members present directed the officers of the Association to prepare appropriate excerpts from the minutes of the Association's meeting of that date, in resolution form so that it may be appropriately recorded in the Public Records of Pinellas County, Florida

NOW, THEREFORE, be it resolved that at a meeting of the Association called after due notice, after motion duly made, seconded and passed by 13 of the members present, either in person or by proxy, out of a total of 18 members of the Association, the following portion of the current By-Laws of the Condominium Association were revised to read as follows:

Article 5, Section 5.2 Annual Meeting: (Book 5310, Page 670) The first annual meeting of the Owners of the Association shall be held as may be decided by the initial Board of Directors. Thereafter, the annual meeting shall be held on the first Monday of the month in which the first annual meeting of the Owners was held, or such other date as the Board may determine, provided, however, that each annual meeting must take place within 14 months of the preceding annual meeting.

THE FOREGOING Resolution was approved this 23rd day of February, 1987.

  
John Christman, President

CORPORATE SEAL

ATTEST

  
Property Manager



**CERTIFICATE OF CONDOMINIUM ASSOCIATION  
ADOPTING THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF CASTILLO DEL SOL, A CONDOMINIUM**

11 Chg 451  
STJV

Ad Rec 122.02  
Ad Pda 25.02

Total 157.02

San Terra Development Condominium Association, Inc., to the extent that it may be required to do so under the laws of the State of Florida, certifies that it has adopted the Amendment to Declaration of Condominium of Castillo Del Sol, A Condominium, dated the 22 day of March, 1983, (which Declaration of Condominium of Castillo Del Sol, a Condominium, was dated and recorded on February 17, 1982, in Official Records Book 5310, Pages 616 through 708 inclusive, of the Public Records of Pinellas County, Florida) and consents to the terms and conditions contained therein.

Witnesses:

SAN TERRA DEVELOPMENT

*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

*[Signature]*  
Terry J. Ramaker, President  
*[Signature]*  
David Stauffacher, Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me this day personally appeared TERRY J. RAMAKER, as President of San Terra Development, to me well known and known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this 5 day of April, 1983.

*[Signature]*  
Notary Public  
My Commission Expires: 3/29/83

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me this day personally appeared DAVID STAUFFACHER, as Secretary of San Terra Development, to me well known and known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this 22 day of March, 1983.

*[Signature]*  
Notary Public  
My Commission Expires:  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES 03/29/1983  
BONDED \$100,000.00

*[Signature]*  
CLERK OF CIRCUIT COURT  
APR 24 10 09 AM '84

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED  
IN CONDOMINIUM PLAT BOOK 75, PAGE NO. 116.  
\*\* FORMER CONDOMINIUM INFORMATION IS CONTAINED ON PAGE 2  
OF THIS DEC CONDO.

Prepared by: James V. Stewart Esq.  
Suite 203, 2000-1st Ave North  
Return to: St. Petersburg, Fla 33701



THIRD AMENDMENT TO DECLARATION  
OF CONDOMINIUM OF CASTILLO DEL SOL, A CONDOMINIUM

§1. Amendment. This is an amendment to the Declaration of Condominium of Castillo Del Sol, a condominium, originally recorded in the Public Records of Pinellas County, Florida in O.R. Book 5310, Page 816 thru 706 inclusive (which are also as shown on that certain condominium plat recorded in Condominium Plat Book 58, Pages 88 thru 96 inclusive), and amended by an amendment recorded in O.R. Book 5328, Page 1156 thru 1162, inclusive, and O.R. Book 5331, Page 2189, and amended by a second amendment recorded in O.R. Book 5328, Pages 1163 thru 1168 inclusive (which amendments are also as shown on condominium plat book 59, page 84). This amendment changes the configuration of certain dock pilings, which surround the boat slips which are limited common elements of the condominium. The changed boat dock pilings involved are the moving of the south pilings of boat slip 18 approximately one foot north (which narrows boat slip 18), the elimination of the pilings between boat slip 15 and 16, the moving of the south pilings of boat slip 14 approximately five feet to the south, and the moving of the dock extension that was between boat slips 15 and 16 to be aligned with the pilings south of boat slip 14 after being moved as noted above (these changes result in enlarging boat slips 14 and 15 and eliminating boat slip 16). Also, the cat walk between boat slip 17 and 18 is extended approximately ten feet and batter poles were added at 40' and four new poles were set at 65' (removing poles previously set at 55') for boat slip 17. Attached as part of this amendment is an amended site plan reflecting these amendments. This amendment is also to acknowledge the assignments entered into as of November 4, 1982, of boat slips as follows: (1) Trevor G. Smith assigned his boat slip number 14, appurtenant to unit number T-8 (Townhouse 8), to San Terra Development in exchange for the assignment by San Terra Development of their boat slip number 13 (so now boat slip number 13 is appurtenant to unit number T-8; and (2) Leonard Sculler and Mara Sculler assigned their boat slip number 18, appurtenant to unit number T-12 (Townhouse 12), to San Terra Development in exchange for the assignment by San Terra Development of their boat slip number 15 (so now boat slip number 15 is appurtenant to unit number T-12).

§2. Agreement to Amendment. This amendment is made pursuant to §718.110, Florida Statutes, and §9.02 of the Declaration of Condominium of Castillo Del Sol (O.R. Book 5310, Page 629), which provides for amendment by an agreement entered into by all the record owners of units in the condominium. These record owners are Dorothy M. Yates unit number T-3 (Townhouse 3), Leonard Sculler and Mara Sculler unit number T-12 (Townhouse 12), Billy E. Row unit numbers T-1 and P-5 (Townhouse 1 and Penthouse 5), Marvin A. Bayles and Judith L. Bayles unit number P-3 (Penthouse 3), Martin L. Poed and Mono L. Poed unit number P-4 (Penthouse 4), John T. Brova unit number T-11 (Townhouse 11), Trevor G. Smith unit number T-8 (Townhouse 8), David C. Cotton unit number T-7 (Townhouse 7) and San Terra Development (all other units - this is the developer). At execution of this amendment they agree to the amendments described above and authorize the officers of the condominium association (San Terra Development Condominium Association, Inc.) to execute a certificate certifying that the above described amendment was duly adopted by this agreement. Furthermore, they authorize San Terra Development to do all things necessary to file and record the above described amendment in order to make it effective.

THIS DOCUMENT OR A PORTION OF  
THIS DOCUMENT IS OF POOR QUAL-  
ITY AND MAY BE ILLEGIBLE.

ORIGINAL CONDOMINIUM PLATS PERTAINING HERETO WERE FILED IN CONDOMINIUM PLAT BOOK 58 PAGES 88 THRU 96 INC.  
FIRST AMENDED CONDOMINIUM PLATS ARE FILED IN CONDOMINIUM PLAT BOOK 59 PAGE 84.  
CONDOMINIUM PLATS PERTAINING TO THIS AMENDMENT ARE FILED IN CONDOMINIUM PLAT BOOK 75 PAGE NO. 116.

*Best copy  
obtainable*

33. Execution. This instrument has been executed by the parties as of March 22, 1983. This instrument may be executed in counterparts.

Witnesses:

SAN TERRA DEVELOPMENT  
(developer and owners of  
units numbered ~~T-1~~, T-4, T-5,  
T-8, T-9, T-10, ~~P-1~~, P-2,  
and ~~P-6~~)

Terry J. Ramaker, Partner

David Stauffacher  
David Stauffacher, Partner

CONDOMINIUM UNIT OWNERS

Dorothy M. Yates, Unit T-3

Leonard Sculler, Unit T-12

Mara Sculler, Unit T-12

Billy E. Row, Unit T-1 & P-3

Marvin A. Bayles, Unit P-3

Judith L. Bayles, Unit P-3

Martin L. Poed, Unit P-4

Mono L. Poed, Unit P-4

John T. Brown, Unit T-11

Trevor G. Smith, Unit T-8

Ronald C. Coffin, Unit T-7

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me personally appeared TERRY J. RAMAKER, to me well known and known to be a partner of San Terra Development Condominium and who executed the foregoing instrument on behalf of San Terra Development, and acknowledged to and before me that he executed said instrument in such capacity and for the purposes therein expressed.

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 1983.

Notary Public  
My Commission Expires:

STATE OF Wisconsin  
COUNTY OF Dane

Before me personally appeared DAVID STAUFFACHER, to me well known and known to be a partner of San Terra Development and who executed the foregoing instrument on behalf of San Terra Development and acknowledged to and before me that he executed said instrument in such capacity and for the purposes therein expressed.

Sworn to and subscribed before me this 21 day of December, 1983.

*Sandra M. Smith*  
Notary Public  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Before me personally appeared DOROTHY M. YATES, to me well known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 1983.

Notary Public  
My Commission Expires:

§3. Execution. This instrument has been executed by the parties as of March 22, 1983. This instrument may be executed in counterparts.

Witnesses:

SAN TERRA DEVELOPMENT  
(developer and owners of  
units numbered T-2, T-4, T-5,  
T-6, T-8, T-10, B-1, P-2,  
and P-3)

  
Torry J. Ramaker, Partner

David Stauffacher, Partner

CONDOMINIUM UNIT OWNERS

Dorothy M. Yates, Unit T-3

Leonard Sculler, Unit T-12

Mara Sculler, Unit T-12

Billy E. Row, Unit T-1 & P-3

Marvin A. Bayles, Unit P-3

Judith L. Bayles, Unit P-3

Martin L. Poas, Unit P-4

Mono L. Poas, Unit P-4

John T. Brown, Unit T-11

Trevor G. Smith, Unit T-8

Ronald C. Coffin, Unit T-7

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me personally appeared TERRY J. RAMAKER, to me well known and known to be a partner of San Terra Development Condominium and who executed the foregoing instrument on behalf of San Terra Development, and acknowledged to and before me that he executed said instrument in such capacity and for the purposes therein expressed.

Sworn to and subscribed before me this 22 day of March, 1983.

*[Signature]*  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JAN. 23 1987  
BONDED THRU GENERAL INSURANCE CO.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me personally appeared DAVID STAUFFACHER, to me well known and known to be a partner of San Terra Development and who executed the foregoing instrument on behalf of San Terra Development and acknowledged to and before me that he executed said instrument in such capacity and for the purposes therein expressed.

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 1983.

Notary Public

My Commission Expires:

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Before me personally appeared DOROTHY M. YATES, to me well known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 1983.

Notary Public

My Commission Expires:

COUNTERPART SIGNATURE PAGE FOR THIRD  
AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF CASTILLO DEL SOL, A CONDOMINIUM

This is a counterpart signature page to the Third Amendment to the Declaration of Condominium of Castillo Del Sol, a Condominium, dated as of May 22, 1984. The undersigned acknowledges receipt of a copy of the amendment and by execution of this counterpart signature page is joining in and agreeing to the amendment.

By: Thomas H. Wilson  
Thomas H. Wilson

By: Emma Lee Wilson  
Emma Lee Wilson

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me personally appeared THOMAS H. WILSON and EMMA LEE WILSON, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this 24 day of February, 1984.

James A. Stewart  
Notary Public  
My Commission Expires  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JAN 22 1985  
BONDED THRU GENERAL INSURANCE CO.

PH1

COUNTERPART SIGNATURE PAGE FOR THIRD  
AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF CASTILLO DEL SOL, A CONDOMINIUM

This is a counterpart signature page to the Third Amendment to the Declaration of Condominium of Castillo Del Sol, a Condominium, dated as of June 1983. The undersigned acknowledges receipt of a copy of the amendment and by execution of this counterpart signature page is joining in and agreeing to the amendment.

By: John C. Hoffman  
John C. Hoffman

By: Richard W. Ross  
Richard W. Ross

STATE OF WISCONSIN  
COUNTY OF DANE

Before me personally appeared JOHN C. HOFFMAN and RICHARD W. ROSS, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this 30 day of December, 1983.

Kenneth J. Wilkins  
Notary Public  
My Commission Expires: 6-22-87

THD



COUNTERPART SIGNATURE PAGE FOR THIRD  
AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF CASTILLO DEL SOL, A CONDOMINIUM

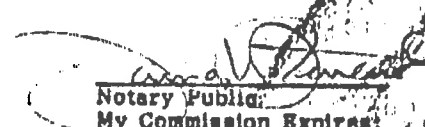
This is a counterpart signature page to the Third Amendment to the Declaration of Condominium of Castillo Del Sol, a Condominium, dated as of June 22, 1983. The undersigned acknowledges receipt of a copy of the amendment and by execution of this counterpart signature page is joining in and agreeing to the amendment.

By:   
Armand F. Zerilli

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me personally appeared ARMAND F. ZERILLI, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this 3 day of December  
1983.

  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JAN 22 1987  
BONDED THRU GENERAL INSURANCE CO.

PH6



COUNTERPART SIGNATURE PAGE FOR THIRD  
AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF CASTILLO DEL SOL, A CONDOMINIUM

This is a counterpart signature page to the Third Amendment to the Declaration of Condominium of Castillo Del Sol, a Condominium, dated as of March 23, 1984. The undersigned acknowledges receipt of a copy of the amendment and by execution of this counterpart signature page is joining in and agreeing to the amendment.

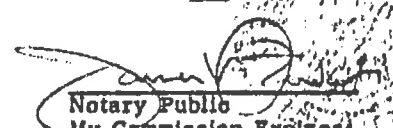
By:   
Larry F. Meadows

By:   
Shirley Meadows

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me personally appeared LARRY F. MEADOWS and SHIRLEY MEADOWS, his wife, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this 23 day of March,  
1984.

  
Notary Public  
My Commission Expires  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JAN 22, 1987  
ICNOLD THRU GENERAL INSURANCE UND

COUNTERPART SIGNATURE PAGE FOR THIRD  
AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF CASTILLO DEL SOL, A CONDOMINIUM

This is a counterpart signature page to the Third Amendment to the Declaration of Condominium of Castillo Del Sol, a Condominium, dated as of March 22, 1984. The undersigned acknowledges receipt of a copy of the amendment and by execution of this counterpart signature page is joining in and agreeing to the amendment.

Lewis Alberico  
Lewis Alberico  
Isabelle Alberico  
Isabelle Alberico

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me personally appeared LEWIS ALBERICO and ISABELLE ALBERICO, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this 26 day of January, 1984.

James H. Davis  
Notary Public  
My Commission Expires

STATE OF Oklahoma  
COUNTY OF Oklahoma

Before me personally appeared LEWIS ALBERICO, to me well known and known to me to be the person described in and who executed the foregoing said instrument for the purposes therein expressed.

Sworn to and subscribed before me this 27th day of January, 1984.

John E. Ellis  
Notary Public  
My Commission Expires  
June 17, 1984

13. Execution. This instrument has been executed by the parties as of March 22, 1983. This instrument may be executed in counterparts.

Witnesses:

SAN TERRA DEVELOPMENT  
(developer and owners of  
units numbered T-2, T-4, T-5,  
T-6, T-8, T-10, P-1, P-2,  
and P-6)

Terry J. Ramaker, Partner

David Stauffacher, Partner

CONDOMINIUM UNIT OWNERS

Dorothy M. Yates, Unit T-3

Leonard Sculler, Unit T-12

Mara Sculler, Unit T-12

Billy E. Row, Unit T-1 & P-6

Marvin A. Bayles, Unit P-3

Judith L. Bayles, Unit P-3

Martin L. Poad, Unit P-4

Mono L. Poad, Unit P-4

John T. Brown, Unit T-11

Trevor C. Smith, Unit T-8

Ronald C. Coffin, Unit T-7

STATE OF NEW JERSEY  
COUNTY OF \_\_\_\_\_

Before me personally appeared LEONARD SCULLER and MARA SCULLER, to me well known and known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 1983.

Notary Public  
My Commission Expires \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Orange

Before me personally appeared BILLY E. REW, to me well known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this 24 day of August 1983.

Am. B. Lewis  
Notary Public  
My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUG 21 1984  
BONDED (THRU GENERAL INS. UNDERWRITERS)

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_

Before me personally appeared MARVIN A. BAYLES and JUDITH L. BAYLES, to me well known and known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 1983.

Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me personally appeared MARTIN L. POAD and MONO L. POAD, to me well known and known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 1983.

Notary Public  
My Commission Expires: \_\_\_\_\_

§3. Execution. This instrument has been executed by the parties as of March 22 1983. This instrument may be executed in counterparts.

Witnesses:

SAN TERRA DEVELOPMENT  
(developer and owners of  
units numbered T-2, T-4, T-5,  
T-6, T-9, T-10, P-1, P-2,  
and P-6)

Terry J. Ramaker, Partner

David Stauffacher, Partner

CONDOMINIUM UNIT OWNERS

Dorothy M. Yates, Unit T-3

Leonard Sculler, Unit T-12

Mara Sculler, Unit T-12

Billy E. Hew, Unit T-1 & P-5

Marvin A. Bayles, Unit P-3

Judith L. Bayles, Unit P-3

Martin L. Poed, Unit P-4

Monroe D. Poed, Unit P-4

John T. Brown, Unit T-11

Trevor G. Smith, Unit T-8

Ronald C. Coffin, Unit T-7

5744 101507

STATE OF <sup>Florida</sup> LOUISIANA  
COUNTY OF Pineles

Before me personally appeared JOHN T. BROWN to me well known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this 11 day of December 1983.

[Signature]  
Notary Public  
My Commission Expires: 12/31/1987

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Before me personally appeared FREVOR G. SMITH, to me well known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_ 1983.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me personally appeared RONALD C. COFFIN, to me well known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_ 1983.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

§3. Execution. This instrument has been executed by the parties as of March 22 1983. This instrument may be executed in counterparts.

Witnesses:

SAN IERRA DEVELOPMENT  
(developer and owners of  
units numbered T-2, T-4, T-5,  
T-6, T-9, T-10, P-1, P-2  
and P-6)

Terry L. Hamaker Partner

David Stauffacher Partner

CONDOMINIUM UNIT OWNERS

Dorothy M. Yates Unit T-3

Leonard Sculler Unit T-12

Mara Sculler Unit T-12

Billy E. Row Unit T-1 & P-5

Marvin A. Bayles Unit P-3

Arthur L. Bayles Unit P-3

Martin L. Poad Unit P-4

Memo L. Poad Unit P-4

John T. Brown Unit T-11

Trevor G. Smith Unit T-8

Ronald C. Coffin Unit T-7

STATE OF NEW JERSEY  
COUNTY OF \_\_\_\_\_

Before me personally appeared LEONARD SCULLER and MARA SCULLER, to me well known and known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_ 1983.

Notary Public  
My Commission Expires \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Before me personally appeared BILLY E. REW, to me well known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_ 1983.

Notary Public  
My Commission Expires \_\_\_\_\_

STATE OF NEW YORK ~~County of~~  
COUNTY OF ~~Putnam~~

Before me personally appeared HARVIN A. HAYLES and JUDITH L. HAYLES, to me well known and known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this (1) day of ~~November~~ 1981.

Notary Public  
My Commission Expires \_\_\_\_\_  
NOTARY PUBLIC OF FLORIDA  
RECEIVED  
NOV 21 1981  
KNOX THRU LIFE ORANGE UNO

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me personally appeared MARTIN L. POAD and MONO L. POAD, to me well known and known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_ 1983.

Notary Public  
My Commission Expires \_\_\_\_\_



§3. Execution. This instrument has been executed by the parties as of Nov 2 82, 1983. This instrument may be executed in counterparts.

Witnesses:

SAN TERRA DEVELOPMENT  
(developer and owners of  
units numbered T-2, T-4, T-5,  
T-8, T-9, T-10, P-1, P-2,  
and P-6)

Terry J. Ramaker, Partner

David Stauffer, Partner

CONDOMINIUM UNIT OWNERS

Dorothy M. Yates, Unit T-3

Leonard Sculler, Unit T-12

Mara Sculler, Unit T-12

Billy E. Row, Unit T-1 & P-5

Marvin A. Baylow, Unit P-3

Judith L. Baylow, Unit P-3

Martin L. Pond, Unit P-4

Mona L. Pond, Unit P-4

John T. Brown, Unit T-11

Troyer G. Smith, Unit T-8

Ronald G. Coffin, Unit T-7

STATE OF LOUISIANA  
COUNTY OF

Before me personally appeared JOHN T. BROWN, to me well known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 1983.

Notary Public  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF DAKOTA

Before me personally appeared TREVOR G. SMITH, to me well known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 1983.

Notary Public  
My Commission Expires JAN 22 1987  
ICNDED THRU GENERAL INSURANCE UNIT

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me personally appeared RONALD C. COFFIN, to me well known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 1983.

Notary Public  
My Commission Expires:

THIS DOCUMENT OR A PORTION OF  
THIS DOCUMENT IS OF POOR QUALITY  
AND MAY BE ILLEGIBLE.

615744 001510

§3. Execution. This instrument has been executed by the parties as of April 22 1983. This instrument may be executed in counterparts.

Witnesses:

SAN TERRA DEVELOPMENT  
(developer and owners of  
units numbered T-2, T-4, T-5,  
T-6, T-9, T-10, P-1, P-2,  
and P-6)

Terry L. Blumberg, Partner

David Stauffacher, Partner

CONDOMINIUM UNIT OWNERS

Dorothy M. Yates, Unit T-3

Leonard Sculler, Unit T-12

Mara Sculler, Unit T-12

Hilly E. How, Unit T-1 & P-5

Marvin A. Bayless, Unit P-3

Judith L. Bayless, Unit P-3

Martin L. Poad, Unit P-4

Mono L. Poad, Unit P-4

John T. Brown, Unit T-11

Trevor G. Smith, Unit T-8

Ronald G. Coffin, Unit T-7

THIS DOCUMENT OR A PORTION OF  
THIS DOCUMENT IS OF POOR QUAL-  
ITY AND MAY BE ILLLEGIBLE

FLORIDA  
STATE OF ~~NEW JERSEY~~  
COUNTY OF PINELLAS

Before me personally appeared LEONARD SCULLER and MARY SCULLER, to me well known and known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this 22 day of March, 1983.

*[Signature]*  
Notary Public  
My Commission Expires 12/31/86  
1000 BAY STREET, ST. PETERSBURG, FLORIDA 33706

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Before me personally appeared BILLY E. REW, to me well known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 1983.

Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_

Before me personally appeared MARVIN A. BAYLES and JUDITH L. BAYLES, to me well known and known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me personally appeared MARTIN L. POAD and MONO L. POAD, to me well known and known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 1983.

Notary Public  
My Commission Expires \_\_\_\_\_

§3. Execution. This instrument has been executed by the parties as of March 22, 1983. This instrument may be executed in counterparts.

Witnesses:

SAN TERRA DEVELOPMENT  
(developer and owners of  
units numbered T-2, T-4, T-5  
T-6, T-9, T-10, P-1, P-2  
and P-6)

Terry J. Ramaker, Partner

David Stauffacher, Partner

CONDOMINIUM UNIT OWNERS

Dorothy M. Yates, Unit T-3

Leonard Sculler, Unit T-12

Mara Sculler, Unit T-12

Billy E. Rew, Unit T-1 & P-5

Marvin A. Bayles, Unit P-3

Judith L. Bayles, Unit P-3

Martin L. Poed, Unit P-4

Mono I. Poed, Unit P-4

John T. Brown, Unit T-11

Trevor G. Smith, Unit T-8

Ronald C. Coffin  
Ronald C. Coffin, Unit T-7

STATE OF LOUISIANA  
COUNTY OF \_\_\_\_\_

Before me personally appeared JOHN I. BROWN to me well known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes herein expressed.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 1983.

Notary Public  
My Commission Expires \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Before me personally appeared THEVOR G. SMITH to me well known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 1983.

Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me personally appeared RONALD C. COFFIN, to me well known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this 22 day of June 1983.

Notary Public  
My Commission Expires: \_\_\_\_\_

Notary Public State of Florida  
My Commission Expires March 31, 1987  
Signed This 22nd day of June 1983

5744 1516

§3. Execution. This agreement as of March 22 1981. This counterparts

Witnesses:

SAN TERRA DEVELOPMENT  
(developer and owners of  
units numbered T-2, T-4, T-5,  
T-6, T-9, T-10, T-11, P-2  
and P-6)

Larry J. Ramaker Partner

David Stauffacher Partner

CONDOMINIUM UNIT OWNERS

Dorothy M. Vales  
Dorothy M. Vales Unit T-3

Unit T-11 Unit T-11

Unit T-12 Unit T-12

Unit T-13 Unit T-13 P-5

Unit P-1 Unit P-1

Unit P-3 Unit P-3

Unit P-4 Unit P-4

Unit P-4 Unit P-4

Unit T-11 Unit T-11

Unit T-8 Unit T-8

Unit T-7 Unit T-7

ci 5744 151517

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me personally appeared LERRY J. RAMAKER, to me well known and known to be a partner of San Terra Development Condominium and who executed the foregoing instrument on behalf of San Terra Development, and acknowledged to and before me that he executed said instrument in such capacity and for the purposes therein expressed.

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_ 1981.

Notary Public  
My Commission Expires:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me personally appeared DAVID STAUFACHER, to me well known and known to be a partner of San Terra Development and who executed the foregoing instrument on behalf of San Terra Development and acknowledged to and before me that he executed said instrument in such capacity and for the purposes therein expressed.

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_ 1981.

Notary Public  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF Pinellas

Before me personally appeared DOROTHY M. VALES, to me well known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this 22 day of March 1981.

James V. [Signature]  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COM. EXPIRES 10/27/87  
BONDED THROUGH FLORIDA INSURANCE UNIT



615744 AC1518

§3. Execution. This instrument has been executed by the parties as of March 22 1983. This instrument may be executed in counterparts.

Witnesses:

SAN TERRA DEVELOPMENT  
(developer and owners of  
units numbered T-2, T-4, T-5,  
T-6, T-9, T-10, P-1, P-2,  
and P-6)

Larry J. Hamaker Partner

David Stauffacher Partner

CONDOMINIUM UNIT OWNERS

Donald M. Vobler Unit T-3

Leonard Sculler Unit T-12

Maria Sculler Unit T-12

Billy E. Row Unit T-1 & P-5

Marvin A. Bayles Unit P-3

Judith L. Bayles Unit P-3

Martin L. Poed  
Martin L. Poed, Unit P-4

Mono L. Poed  
Mono L. Poed, Unit P-4

John T. Brown Unit P-11

Trevor G. Smith Unit T-8

Ronald G. Coffin Unit T-7

STATE OF NEW JERSEY  
COUNTY OF \_\_\_\_\_

Before me personally appeared LEONARD SCULLER and MARA SCULLER, to me well known and known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 1983.

Notary Public  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Before me personally appeared BILLY E. REW, to me well known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 1983.

Notary Public  
My Commission Expires:

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_

Before me personally appeared MARVIN A. BAYLES and JUDITH L. BAYLES, to me well known and known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 1983.

Notary Public  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me personally appeared MARTIN L. POAD and MOND L. POAD, to me well known and known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 1983.

Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION EXPIRES JAN 22 1987  
JAMES EARL BRADY/CLERK

# CASTILLO DEL SOL, A CONDOMINIUM

## A CONCLUSION

## SECTION 23

**MUSTASZ ZA JESZCIE**

1507 91 JENNIE  
MUNCE 16 EAST

**PRINCETON COUNTY**

**Abstract**

## SECOND AMENDMENT

00 20197 3 96 2 603 112441 00713 123 104973

LET: MEMORANDUM FOR THE DIRECTOR, FBI  
FROM: SAC, NEW YORK (100-100000) (P)  
SUBJECT: [REDACTED]

TYPE B 12



CLASSIC SCALAR (in cm)  
FAST AXONEMIA

**CLASSIFYCATE**

[illegible]

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|----------|----------|----------|-----------|
| 1. 姓名    | 2. 性别    | 3. 年龄    | 4. 职业     |
| 5. 住址    | 6. 电话    | 7. 邮编    | 8. 电子邮箱   |
| 9. 身份证号  | 10. 银行卡号 | 11. 驾驶证号 | 12. 行驶证号  |
| 13. 行驶证号 | 14. 行驶证号 | 15. 行驶证号 | 16. 行驶证号  |
| 17. 行驶证号 | 18. 行驶证号 | 19. 行驶证号 | 20. 行驶证号  |
| 21. 行驶证号 | 22. 行驶证号 | 23. 行驶证号 | 24. 行驶证号  |
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| 29. 行驶证号 | 30. 行驶证号 | 31. 行驶证号 | 32. 行驶证号  |
| 33. 行驶证号 | 34. 行驶证号 | 35. 行驶证号 | 36. 行驶证号  |
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| 41. 行驶证号 | 42. 行驶证号 | 43. 行驶证号 | 44. 行驶证号  |
| 45. 行驶证号 | 46. 行驶证号 | 47. 行驶证号 | 48. 行驶证号  |
| 49. 行驶证号 | 50. 行驶证号 | 51. 行驶证号 | 52. 行驶证号  |
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| 57. 行驶证号 | 58. 行驶证号 | 59. 行驶证号 | 60. 行驶证号  |
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| 93. 行驶证号 | 94. 行驶证号 | 95. 行驶证号 | 96. 行驶证号  |
| 97. 行驶证号 | 98. 行驶证号 | 99. 行驶证号 | 100. 行驶证号 |

**up there**

GEORGE F. YOUNG, INC.  
6000 UNIVERSITY AVE. LOS ANGELES  
510 361-8700 32001 0074  
21. 31255550. 34114



PIPE  
Karl...  
CLERK CIRCUIT COURT  
APR 7 2:55 PM '82

82051546

O.R. 5331 PAGE 2189

O.R. 5328 PAGE 1162

JOINDER OF MORTGAGEE

Pioneer Federal Savings and Loan Association, formerly known as, Clearwater Federal Savings and Loan Association, herein called "Mortgagee", the owner and holder of a mortgage encumbering the following lands in Pinellas County, Florida:

01 Cash 11 Chg  
40 Rec 4.00  
41 DS  
43 Int  
Tot 4.00  
BA.

Castillo Del Sol, a Condominium, according to the Declaration of Condominium dated February 17, 1982 and recorded February 17, 1982 in O.R. Book 5310, Pages 816 through 708 inclusive, and as shown on that certain condominium plat entitled "Castillo Del Sol, a Condominium", and recorded in Condominium Plat Book 58, Pages 88 through 98 inclusive, all of the Public Records of Pinellas County, Florida.

which mortgage is recorded in O.R. Book 5212, Page 928 of the Public Records of Pinellas County, Florida, to the extent that it may be required to do so under the laws of the State of Florida, joins in the making of the Amendment to Declaration of Condominium of Castillo Del Sol, a Condominium, dated the 29th day of March, 1982, and consents to the terms and conditions contained therein.

Witness:

PIONEER FEDERAL SAVINGS  
AND LOAN ASSOCIATION

Patricia E. Vacca  
Florence G. Gager

By: Richard E. Ellegard  
Vice President

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me this day personally appeared Richard E. Ellegard, to me well known to be the Vice President of Pioneer Federal Savings and Loan Association, and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Witness my hand and official seal this 29th day of March, 1982.

This instrument is being rerecorded to correct scrivener's error as to the date of the Amendment to Declaration of Condominium of Castillo Del Sol, a Condominium.

Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES DEC. 5 1983  
RENEWED NOV. 20, 1982

Rev. James V. Stewart  
1135 Pasadena Ave. So.  
Suite 330  
St. Petersburg, Fla. 33707



82047215

01 Cash 71 Chg  
40 Rec 19.00  
41 DS  
43 Int  
Tot 19.00

**SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF CASTILLO DEL SOL, A CONDOMINIUM**

**§1. Amendment.** This is an amendment to the Declaration of Condominium of Castillo Del Sol, a Condominium, originally recorded in O.R. Book 5310, Pages 616 through 706 inclusive, and as shown on that certain condominium plat recorded in Condominium Plat Book 58, Pages 88 through 98 inclusive, all of the Public Records of Pinellas County, Florida. This amendment changes the configuration of certain dock pilings, which surround the boat slips which are limited common elements of the condominium. The changed boat dock pilings are the Northern pilings of slip number 9, which were moved to the North approximately one foot in order to allow a 16 foot clearance for slip number 9. Because of the scale used on the site plan, this change to slip number 9 cannot be reflected so as to be detectable, so interested parties are cautioned to refer to the above description of the change to slip number 9 as the complete reference to the affected by this amendment.

**§2. Agreement to Amendment.** This amendment is made pursuant to §718.110, Florida Statutes, and §9.02 of the Declaration of Condominium of Castillo Del Sol (O.R. Book 5310, Page 629), which provides for amendment by an agreement entered into by all the record owners of units in the condominium. These record owners are Leonard Sculler and Mara Sculler (unit Townhouse 12) and San Terra Development (all other units - this is the developer). By execution of this amendment they agree to the amendments described above and authorize the officers of the condominium association (San Terra Development Condominium Association, Inc.) to execute a certificate certifying that the above described amendment was duly adopted by this agreement. Furthermore, they authorize San Terra Development to do all things necessary to file and record the above described amendment in order to make it effective.

**§3. Execution.** This instrument has been executed by the parties as of March 29, 1982. This instrument may be executed in counterparts.

Witness:

SAN TERRA DEVELOPMENT

*Earl Rader*

*Terry J. Rasmaker*  
Terry J. Rasmaker, Partner

*Janice L. Faust*

*David Stauffacher*  
David Stauffacher, Partner

\_\_\_\_\_  
Leonard Sculler

\_\_\_\_\_  
Mara Sculler

CLERK CIRCUIT COURT

MAR 31 3 02 PM '82

This instrument was prepared by:

Name *William Stewart*Address *1135 E. 1st St.*

*Prattville, Ala.*  
*435 Pasadena Ave. #3707*  
*57. Park, AL 36707*

ORIGINAL CONDOMINIUM PLATS PERTAINING HERETO WERE FILED IN CONDOMINIUM PLAT BOOK 58 PAGES 88 THRU 96 INCL.  
AND AMENDED IN CONDOMINIUM PLAT BOOK 59 PAGE 84.

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me this day personally appeared Terry J. Ramaker, to me well known to be a partner of San Terra Development who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Witness my hand and official seal this 29th day of March, 1982.

Buonnie Lynch  
Notary Public  
My Commission Expires: Dec 31, 1985  
Notary Public, State of Florida  
My Commission Expires Dec 31, 1985  
Bonds By State of Florida, Inc.

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me this day personally appeared David Stauffacher, to me well known to be a partner of San Terra Development who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Witness my hand and official seal this 29th day of March, 1982.

Buonnie Lynch  
Notary Public  
My Commission Expires: Dec 31, 1985  
Notary Public, State of Florida  
My Commission Expires Dec 31, 1985  
Bonds By State of Florida, Inc.

STATE OF NEW JERSEY  
COUNTY OF

Before me this day personally appeared Leonard Sculler and Mara Sculler, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Witness my hand and official seal this \_\_\_\_\_ day of March, 1982.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF CASTILLO DEL SOL, A CONDOMINIUM

§1. Amendment. This is an amendment to the Declaration of Condominium of Castillo Del Sol, a Condominium, originally recorded in O.R. Book 5310, Pages 618 through 708 inclusive, and as shown on that certain condominium plat recorded in Condominium Plat Book 58, Pages 88 through 98 inclusive, all of the Public Records of Pinellas County, Florida. This amendment changes the configuration of certain dock pilings, which surround the boat slips which are limited common elements of the condominium. The changed boat dock pilings are the Northern pilings of slip number 9, which were moved to the North approximately one foot in order to allow a 18 foot clearance for slip number 9. Because of the scale used on the site plan, this change to slip number 9 cannot be reflected so as to be detectible, so interested parties are cautioned to refer to the above description of the change to slip number 9 as the complete reference to the affected by this amendment.

§2. Agreement to Amendment. This amendment is made pursuant to §718.110, Florida Statutes, and §9.02 of the Declaration of Condominium of Castillo Del Sol (O.R. Book 5310, Page 629), which provides for amendment by an agreement entered into by all the record owners of units in the condominium. These record owners are Leonard Sculler and Mara Sculler (unit Townhouse 12) and San Terra Development (all other units - this is the developer). By execution of this amendment they agree to the amendments described above and authorize the officers of the condominium association (San Terra Development Condominium Association, Inc.) to execute a certificate certifying that the above described amendment was duly adopted by this agreement. Furthermore, they authorize San Terra Development to do all things necessary to file and record the above described amendment in order to make it effective.

§3. Execution. This instrument has been executed by the parties as of March 29, 1982. This instrument may be executed in counterparts.

Witness:

SAN TERRA DEVELOPMENT

\_\_\_\_\_  
Terry J. Ramaker, Partner

\_\_\_\_\_  
David Stauffacher, Partner

Leonard Sculler  
Leonard Sculler

Mara Sculler  
Mara Sculler

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me this day personally appeared Terry J. Ramaker, to me well known to be a partner of San Terra Development who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Witness my hand and official seal this \_\_\_\_ day of March, 1982.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

STATE OF WISCONSIN  
COUNTY OF DANE

Before me this day personally appeared David Stauffacher, to me well known to be a partner of San Terra Development who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Witness my hand and official seal this \_\_\_\_ day of March, 1982.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

STATE OF NEW JERSEY  
COUNTY OF Union

Before me this day personally appeared Leonard Sculler and Mara Sculler, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Witness my hand and official seal this 29<sup>th</sup> day of March, 1982.

*Ann Bartlomiejczyk*  
\_\_\_\_\_  
Notary Public  
My Commission Expires: ANN BARTLOMIJCZYK  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires July 30, 1984

CERTIFICATE OF CONDOMINIUM ASSOCIATION ADOPTING  
SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF CASTILLO DEL SOL, A CONDOMINIUM

San Terra Development Condominium Association, Inc., to the extent that it may be required to do so under the laws of the State of Florida, certifies that it has adopted the Second Amendment to Declaration of Condominium of Castillo Del Sol, A Condominium, dated the 29th day of March, 1982, (which Declaration of Condominium of Castillo Del Sol, a Condominium, was dated and recorded on February 17, 1982, in Official Records Book 5310, Pages 616 through 706 inclusive, of the Public Records of Pinellas County, Florida) and consents to the terms and conditions contained therein.

Witness:

SAN TERRA DEVELOPMENT  
CONDOMINIUM ASSOCIATION,  
INC.

*Earl A. ...*

*Terry J. Ramaker*  
Terry J. Ramaker, President

*Janice L. Faust*

*David Stauffacher*  
David Stauffacher, Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me this day personally appeared Terry J. Ramaker as President of San Terra Development Condominium Association, Inc., to me known to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Witness my hand and official seal this 29th day of March, 1982.

*Brianne L. ...*  
Notary Public  
My Commission Expires Nov. 24, 1985  
My Commission Expires Nov. 24, 1985

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me this day personally appeared David Stauffacher as Secretary of San Terra Development Condominium Association, Inc., to me known to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Witness my hand and official seal this 29th day of March, 1982.

*Brianne L. ...*  
Notary Public  
My Commission Expires:

JOINDER OF MORTGAGEE

Pioneer Federal Savings and Loan Association, formerly known as, Clearwater Federal Savings and Loan Association, herein called "Mortgagee", the owner and holder of a mortgage encumbering the following lands in Pinellas County, Florida:

Castillo Del Sol, a Condominium, according to the Declaration of Condominium dated February 17, 1982 and recorded February 17, 1982 in O.R. Book 5310, Pages 616 through 706 inclusive, and as shown on that certain condominium plat entitled "Castillo Del Sol, a Condominium", and recorded in Condominium Plat Book 58, Pages 88 through 96 inclusive, all of the Public Records of Pinellas County, Florida.

which mortgage is recorded in O.R. Book 5212, Page 828 of the Public Records of Pinellas County, Florida, to the extent that it may be required to do so under the laws of the State of Florida, joins in the making of the Second Amendment Amendment to Declaration of Condominium of Castillo Del Sol, a Condominium, dated the 29th day of March, 1982, and consents to the terms and conditions contained therein.

Witness:

PIONEER FEDERAL SAVINGS  
AND LOAN ASSOCIATION

*Patricia C. Vacca*  
*Leanne J. Gager*

*Richard E. Ellegard*  
By: Richard E. Ellegard  
Vice President

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me this day personally appeared Richard E. Ellegard, to me well known to be the Vice President of Pioneer Federal Savings and Loan Association, and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Witness my hand and official seal this 29th day of March, 1982.

*Leanne J. Gager*  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES DEC. 1 1983  
SIGNED AND SEALED BY: [Signature]



82047213

O.R. 5328 PAGE 1156

DJ Cash: Chg

40 Rec 22.00

41 DS

43 Int

Tot 22.00

**AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF CASTILLO DEL SOL, A CONDOMINIUM**

ORIGINAL CONDOMINIUM PLATS PERTAINING HERETO WERE FILED IN CONDOMINIUM PLAT BOOK 58 PAGES 88 THRU 96 INCL.  
CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 59 PAGE 84.

**§1. Amendment.** This is an amendment to the Declaration of Condominium of Castillo Del Sol, a Condominium, originally recorded in O.R. Book 5310, Pages 616 through 706 inclusive, and as shown on that certain condominium plat recorded in Condominium Plat Book 58, Pages 88 through 96 inclusive, all of the Public Records of Pinellas County, Florida. This amendment changes the configuration of certain dock pilings, which surround the boat slips which are limited common elements of the condominium. The amendment also numbers the boat slips (from 1 to 18) for identification and assignment to unit owners. The changed boat dock pilings are the South pilings of slip number 18 (for unit Townhouse 12), which were moved South 1 foot to widen the clearance, and the North pilings of slip number 17, which were moved North to create an 18 foot clearance (the slip space had been 15 foot, center pole to center pole). Also added to slip number 17 were two new pilings extending Westward the length of the slip to a total length of 55 feet. Attached as part of this amendment is a new site plan reflecting the amendments (however, because of the scale used, the change to slip number 18 is not easily detectible and so interested parties are cautioned to refer to the above description of the change to slip number 18 for a more complete reference).

**§2. Agreement to Amendment.** This amendment is made pursuant to §718.110, Florida Statutes, and §9.02 of the Declaration of Condominium of Castillo Del Sol (O.R. Book 5310, Page 620), which provides for amendment by an agreement entered into by all the record owners of units in the condominium. These record owners are Leonard Sculler and Mara Sculler (unit Townhouse 12) and San Terra Development (all other units - this is the developer). By execution of this amendment they agree to the amendments described above and authorize the officers of the condominium association (San Terra Development Condominium Association, Inc.) to execute a certificate certifying that the above described amendment was duly adopted by this agreement. Furthermore, they authorize San Terra Development to do all things necessary to file and record the above described amendment in order to make it effective.

**§3. Execution.** This instrument has been executed by the parties as of March 29, 1982. This instrument may be executed in counterparts.

Witness:

*James J. Faust*  
*James J. Faust*  
*James J. Faust*

SAN TERRA DEVELOPMENT

*Terry J. Ramaker*  
Terry J. Ramaker, Partner

*David Stauffer*  
David Stauffer, Partner

Leonard Sculler

Mara Sculler

This instrument was prepared by:

Name

Address

*James J. Faust*  
*1135 Pasadena Ave*  
*St. Petersburg, FL 33707*

MAR 31 3 02 PM '82

CLERK CIRCUIT COURT

MAR 31 3 02 PM '82

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me this day personally appeared Terry J. Ramaker, to me well known to be a partner of San Terra Development who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Witness my hand and official seal this 29th day of March, 1982.

Brian Lynch  
Notary Public  
My Commission Expires: Nov. 24, 1985

Notary Public, State of Florida  
My Commission Expires Nov. 24, 1985  
Bonded Through Lloyd's Insurance, Inc.

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me this day personally appeared David Stauffacher, to me well known to be a partner of San Terra Development who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Witness my hand and official seal this 29th day of March, 1982.

Brian Lynch  
Notary Public  
My Commission Expires: Nov. 24, 1985

Notary Public, State of Florida  
My Commission Expires Nov. 24, 1985  
Bonded Through Lloyd's Insurance, Inc.

STATE OF NEW JERSEY  
COUNTY OF

Before me this day personally appeared Leonard Sculler and Mara Sculler, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Witness my hand and official seal this \_\_\_\_ day of March, 1982.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF CASTILLO DEL SOL, A CONDOMINIUM

**§1. Amendment.** This is an amendment to the Declaration of Condominium of Castillo Del Sol, a Condominium, originally recorded in O.R. Book 5310, Pages 818 through 708 inclusive, and as shown on that certain condominium plat recorded in Condominium Plat Book 58, Pages 88 through 98 inclusive, all of the Public Records of Pinellas County, Florida. This amendment changes the configuration of certain dock pilings, which surround the boat slips which are limited common elements of the condominium. The amendment also numbers the boat slips (from 1 to 18) for identification and assignment to unit owners. The changed boat dock pilings are the South pilings of slip number 18 (for unit Townhouse 12), which were moved South 1 foot to widen the clearance, and the North pilings of slip number 17, which were moved North to create an 18 foot clearance (the slip space had been 15 foot, center pole to center pole). Also added to slip number 17 were two new pilings extending Westward the length of the slip to a total length of 55 feet. Attached as part of this amendment is a new site plan reflecting the amendments (however, because of the scale used, the change to slip number 18 is not easily detectible and so interested parties are cautioned to refer to the above description of the change to slip number 18 for a more complete reference).

**§2. Agreement to Amendment.** This amendment is made pursuant to §718.110, Florida Statutes, and §8.02 of the Declaration of Condominium of Castillo Del Sol (O.R. Book 5310, Page 829), which provides for amendment by an agreement entered into by all the record owners of units in the condominium. These record owners are Leonard Sculler and Mara Sculler (unit Townhouse 12) and San Terra Development (all other units - this is the developer). By execution of this amendment they agree to the amendments described above and authorize the officers of the condominium association (San Terra Development Condominium Association, Inc.) to execute a certificate certifying that the above described amendment was duly adopted by this agreement. Furthermore, they authorize San Terra Development to do all things necessary to file and record the above described amendment in order to make it effective.

**§3. Execution.** This instrument has been executed by the parties as of March 29, 1982. This instrument may be executed in counterparts.

Witness:

SAN TERRA DEVELOPMENT

\_\_\_\_\_  
Terry J. Ramaker, Partner

\_\_\_\_\_  
David Stauffacher, Partner

Mary Ann Buccola

Leonard Sculler  
Leonard Sculler

Mara Sculler

Mara Sculler  
Mara Sculler



STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me this day personally appeared Terry J. Ramaker, to me well known to be a partner of San Terra Development who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Witness my hand and official seal this \_\_\_\_\_ day of March, 1982.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

STATE OF WISCONSIN  
COUNTY OF DANE

Before me this day personally appeared David Stauffacher, to me well known to be a partner of San Terra Development who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Witness my hand and official seal this \_\_\_\_\_ day of March, 1982.

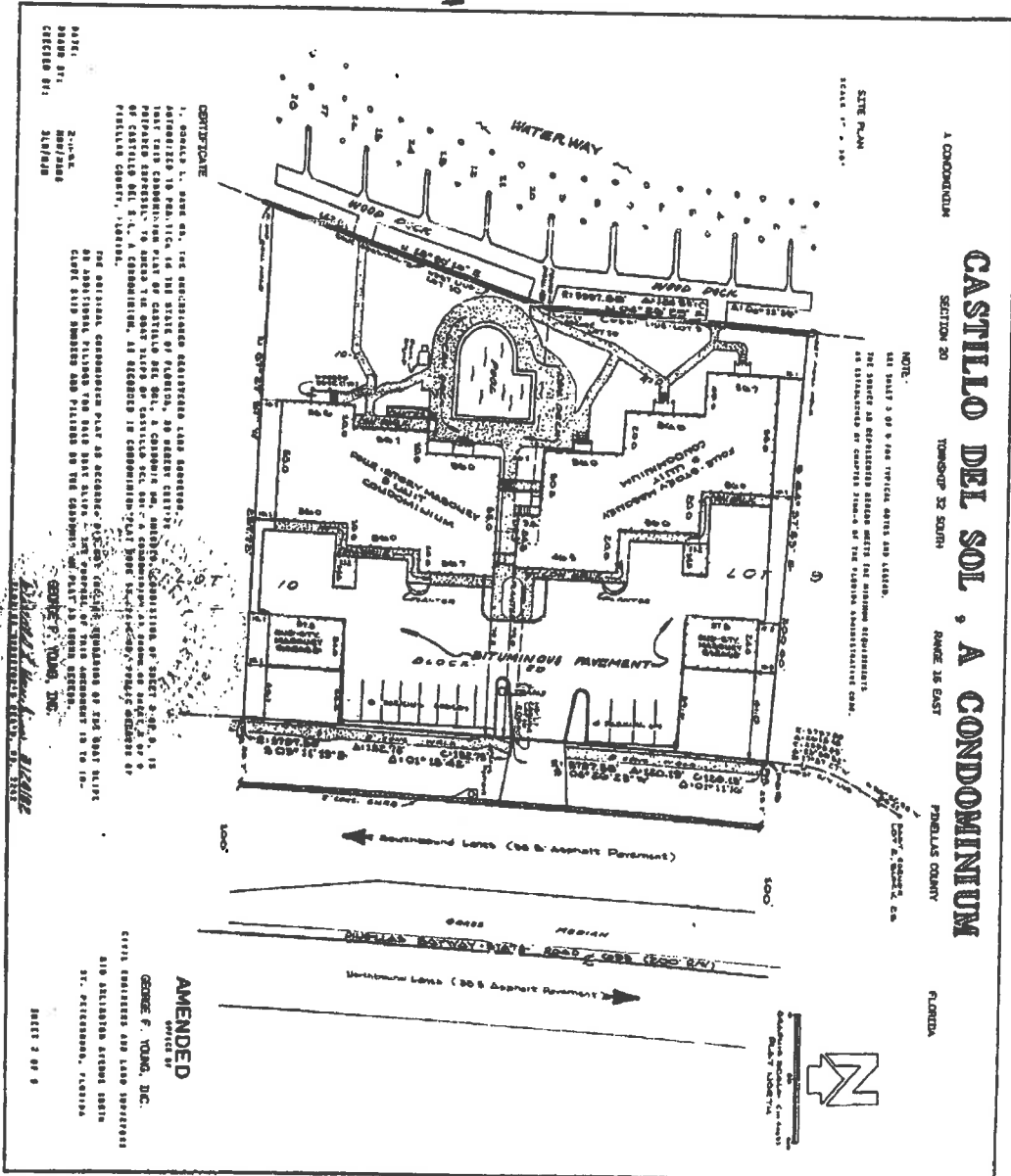
\_\_\_\_\_  
Notary Public  
My Commission Expires:

STATE OF NEW JERSEY  
COUNTY OF *Union*

Before me this day personally appeared Leonard Sculler and Mara Sculler, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Witness my hand and official seal this 29<sup>th</sup> day of March, 1982.

*Ann Bartlomiejczyk*  
\_\_\_\_\_  
Notary Public  
My Commission Expires:  
ANN BARTLOMIEJCZYK  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires July 30, 1991



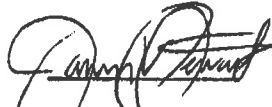
THIS PLAN IS A REPRODUCTION OF THE ORIGINAL PLAN AS SUBMITTED TO THE PHOENIX SUBDIVISIONS CODE.


**CERTIFICATE OF CONDOMINIUM ASSOCIATION  
ADOPTING AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF CASTILLO DEL SOL, A CONDOMINIUM**


San Terra Development Condominium Association, Inc., to the extent that it may be required to do so under the laws of the State of Florida, certifies that it has adopted the Amendment to Declaration of Condominium of Castillo Del Sol, A Condominium, dated the 29th day of March, 1982, (which Declaration of Condominium of Castillo Del Sol, a Condominium, was dated and recorded on February 17, 1982, in Official Records Book 5310, Pages 616 through 706 inclusive, of the Public Records of Pinellas County, Florida) and consents to the terms and conditions contained therein.

Witness:

SAN TERRA DEVELOPMENT  
CONDOMINIUM ASSOCIATION,  
INC.

  
James L. Faust

  
Terry J. Ramaker, President

  
David Stauffacher, Secretary

**STATE OF FLORIDA  
COUNTY OF PINELLAS**

Before me this day personally appeared Terry J. Ramaker as President of San Terra Development Condominium Association, Inc., to me known to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Witness my hand and official seal this 29th day of March, 1982.

  
Notary Public

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Nov. 24, 1985  
Pinellas County, Florida

**STATE OF FLORIDA  
COUNTY OF PINELLAS**

Before me this day personally appeared David Stauffacher as Secretary of San Terra Development Condominium Association, Inc., to me known to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Witness my hand and official seal this 29th day of March, 1982.

  
Notary Public

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Nov. 24, 1985  
Pinellas County, Florida

JOINDER OF MORTGAGEE

Pioneer Federal Savings and Loan Association, formerly known as, Clearwater Federal Savings and Loan Association, herein called "Mortgagee", the owner and holder of a mortgage encumbering the following lands in Pinellas County, Florida:

Castillo Del Sol, a Condominium, according to the Declaration of Condominium dated February 17, 1982 and recorded February 17, 1982 in O.R. Book 5310, Pages 816 through 708 inclusive, and as shown on that certain condominium plat entitled "Castillo Del Sol, a Condominium", and recorded in Condominium Plat Book 58, Pages 88 through 98 inclusive, all of the Public Records of Pinellas County, Florida.

which mortgage is recorded in O.R. Book 5212, Page 928 of the Public Records of Pinellas County, Florida, to the extent that it may be required to do so under the laws of the State of Florida, joins in the making of the Amendment to Declaration of Condominium of Castillo Del Sol, a Condominium, dated the 25th day of March, 1982, and consents to the terms and conditions contained therein.

Witness:

PIONEER FEDERAL SAVINGS  
AND LOAN ASSOCIATION

*Patricia E. Vacca*  
*Flaviana J. Gager*

*Richard E. Ellegard*  
By: Richard E. Ellegard  
Vice President

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me this day personally appeared Richard E. Ellegard, to me well known to be the Vice President of Pioneer Federal Savings and Loan Association, and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Witness my hand and official seal this 25th day of March, 1982.

*Flaviana J. Gager*  
Notary Public  
My Commission Expires:

NOTARY PUBLIC SEAL OF OFFICE AT LARGE  
IN COMMISSION EXPIRES DEC. 5 1983  
SHOULD NEW CERTIFICATE BE OBTAINED



OR 5310 PAGE 616

RECEIVED  
MAIL ROOM  
FEB 17 1 09 PM '82

SUMMARY OF IMPORTANT MATTERS TO BE CONSIDERED  
IN ACQUIRING A CONDOMINIUM UNIT OF  
CASTILLO DEL SOL, A CONDOMINIUM

DR 5310 PAGE 617

1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.
2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.
3. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATION.
4. THIS CONDOMINIUM IS BEING CREATED AND IS BEING SOLD AS FEE SIMPLE INTERESTS AND NOT AS LEASEHOLD INTERESTS. EACH CONDOMINIUM UNIT SHALL BE CONVEYED IN FEE SIMPLE TO THE PURCHASER(S). THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.
5. THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP, OR REPAIR OF THE RECREATION OR COMMONLY USED FACILITIES. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN. (This right is as set out in paragraph 23 of the Declaration of Condominium, a copy of which is attached as Exhibit 1 to this Prospectus).
6. THE RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED WITHOUT THE CONSENT OF UNIT OWNERS OR THE ASSOCIATION. (This right is as set out in paragraph 4.06 of the Declaration of Condominium, a copy of which is attached as Exhibit 1 to this Prospectus).
7. THERE IS NO RECREATION FACILITIES' LEASE ASSOCIATED WITH THIS CONDOMINIUM. THE UNIT OWNERS ARE NOT REQUIRED TO BE LESSEES OF OR PAY RENTAL UNDER ANY RECREATIONAL LEASE. ACCORDINGLY, THERE IS NO LIEN RIGHT AGAINST ANY UNIT TO SECURE THE PAYMENT OF RENT OR OTHER EXACTIONS UNDER ANY RECREATIONAL LEASE.
8. THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. (This right is as set out in paragraph 26 of the Declaration of Condominium, a copy of which is attached as Exhibit 1 to this Prospectus).
9. THE SALE, LEASE, OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED. (This right is as set out in paragraph 15 of the Declaration of Condominium, a copy of which is attached as Exhibit 1 to this Prospectus).
10. THERE IS TO BE AN AGREEMENT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH A. CLINTON BROOKS PROPERTY MANAGEMENT COMPANY, INC. (This Management Agreement is set forth in detail as Exhibit 7 to this Prospectus).
11. THE PURCHASE AGREEMENT IS VOIDABLE BY THE PURCHASER BY DELIVERING WRITTEN NOTICE OF THE PURCHASER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THE PURCHASE AGREEMENT AND RECEIPT BY THE PURCHASER OF ALL THE ITEMS REQUIRED TO BE DELIVERED TO THE PURCHASER BY THE SELLER UNDER SECTION 718.503, FLORIDA STATUTES. THE PURCHASER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE PURCHASER HAS RECEIVED ALL OF THE ITEMS REQUIRED. PURCHASER'S RIGHT TO VOID THE PURCHASE AGREEMENT SHALL TERMINATE AT CLOSING.

THE STATEMENTS SET FORTH ABOVE ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES AND THE ENTIRE SET OF DISCLOSURE MATERIALS CONTAINED IN THIS PROSPECTUS, AS WELL AS HIS PURCHASE AGREEMENT.

ALL DISCLOSURE MATERIALS, CONTRACTS, DOCUMENTS, AND BROCHURE MATERIALS ARE IMPORTANT LEGAL DOCUMENTS AND, IF THEY ARE NOT UNDERSTOOD, A PROSPECTIVE PURCHASER SHOULD SEEK LEGAL ADVICE.

INDEX OF CONTENTS AND EXHIBITS  
OF THE PROSPECTUS OF CASTILLO DEL SOL, A CONDOMINIUM

For ease in locating particular parts  
of this Prospectus, the pages are  
numbered consecutively in the upper  
right hand corner, which pages are  
referenced below

PROSPECTUS FOR CASTILLO DEL SOL, A CONDOMINIUM

**THE PROSPECTUS - GENERAL INFORMATION CONCERNING  
CASTILLO DEL SOL, A CONDOMINIUM.**

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THE PROSPECTUS - GENERAL INFORMATION CONCERNING  
CASTILLO DEL SOL, A CONDOMINIUM

THE PROSPECTUS - GENERAL INFORMATION CONCERNINGCASTILLO DEL SOL, A CONDOMINIUM

1. Name and Location. The name of the condominium is CASTILLO DEL SOL, A CONDOMINIUM, and is located at 959 Castillo Lane, Tierra Verde, Florida, 33715.

2. Description of the Condominium Development. The condominium property is contemplated to be developed in a single phase, consisting of eighteen units.

The schedule of buildings, the number of units in each building, and the number of bedrooms and bathrooms in each unit is as follows:

Total Number of Buildings: 2 : Total Number of Units: 18

| <u>Number of Buildings</u> | <u>Number of Units Per Building (total)</u> | <u>Number of Bedrooms and Bathrooms</u> |
|----------------------------|---|---|
| 2                          | 9 (18)                                      | 2 bedrooms/2 1/2 bathrooms              |
| <u>2</u>                   | <u>18</u>                                   |   |

Each building will have 6 townhouse units and 3 penthouse units - each unit having 2 bedrooms and 2 1/2 bathrooms.

A copy of the plot plan and survey for the land being submitted to condominium ownership is set forth in Exhibit C of Exhibit 1.

The estimated latest date of completion of constructing, finishing, and equipping the condominium is June 1, 1982.

This is not a phased development as that term is used in Chapter 718, Florida Statutes (the Condominium Act); however, the development will be constructed in two stages so that groups of buildings will be completed and purchasers may take possession prior to the completion of the entire development. The Developer is, therefore, committed to completing the entire condominium development.

3. Sale in Fee Simple Interests. THIS CONDOMINIUM IS BEING CREATED AND IS BEING SOLD AS FEE SIMPLE INTERESTS AND NOT AS LEASEHOLD INTERESTS. EACH CONDOMINIUM UNIT SHALL BE CONVEYED IN FEE SIMPLE TO THE PURCHASER(S). THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.

The Developer's plan does not presently include a program of leasing units rather than selling them. However, the Developer has reserved in the Declaration of Condominium, attached as Exhibit 1, certain conditions whereby the Developer reserves to itself the right to lease units and not offer them for sale. In the event a unit is being leased, any Purchase Agreement will contain, in conspicuous type, a statement that the unit will be transferred subject to a lease, and will note the expiration date and that the lessee's interest will terminate upon that date. However, this is not presently being done or planned and the unit being sold along with this Prospectus, unless the Purchase Agreement contains such a statement, is not being sold subject to a lease.

4. Recreational Facilities. A pool will be constructed approximately 1,215 square feet, with a 137 foot perimeter approximately 3' to 6' in depth, J shaped with one rounded end and with an eight foot deck surrounding the pool. The pool will have a capacity of 20 people and will not be heated. Boat docks will be constructed if proper approvals can be obtained. Any boat docks will be for private use only as limited common elements with one boat slip appurtenant to each unit.

THE RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED WITHOUT THE CONSENT OF UNIT OWNERS OR THE ASSOCIATION. (This right is as set out in paragraph 4.08 of the Declaration of Condominium, a copy of which is attached as Exhibit 1 to this Prospectus). At this time no additions are contemplated or committed to be built by the Developer.

THERE IS NO RECREATION FACILITIES LEASE ASSOCIATED WITH THIS CONDOMINIUM. THE UNIT OWNERS ARE NOT REQUIRED TO BE LESSEES OF OR PAY RENTAL UNDER ANY RECREATIONAL LEASE. ACCORDINGLY, THERE IS NO LIEN RIGHT AGAINST ANY UNIT TO SECURE THE PAYMENT OF RENT OR OTHER EXACTIONS UNDER ANY RECREATIONAL LEASE.

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There are no other recreational and other facilities that will be used in common with another condominium which require the payment of the maintenance and expenses by the unit owners of the condominium.

A minimum of \$1,000 total will be expended for personal property for the recreational facilities. The estimated completion date for the pool is June 1, 1982.

5. Control of the Condominium Association. THE DEVELOPER HAS THE RIGHT TO OBTAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. (This right is set out in paragraph 26 of the Declaration of Condominium, a copy of which is attached as Exhibit 1 to this Prospectus).

The election of unit owners other than the Developer to the board of administration of the condominium association as well as the transfer of control of the condominium association to the unit owners other than the Developer shall be as provided under Section 718.301, Florida Statutes, (the Condominium Act). See also the By-Laws of the condominium association.

6. Use and Occupancy Restrictions. The condominium units offered for sale herein are subject to the use and occupancy restrictions described in paragraph 15 of the Declaration of Condominium a copy of which is attached as Exhibit 1 to this Prospectus and the Rules and Regulations, which are part of the By-Laws attached as Exhibit 3 to this Prospectus. A summary of those use restrictions is as follows: only single family residences; no unit may be subdivided; only lawful use of units that will not increase the insurance rate for the condominium property; only entire units may be leased for terms not less than thirty days and the tenants must be approved by the Condominium Association (\$25 filing fee); similarly any sale of a unit must be approved by the Condominium Association (\$50 filing fee) - disapproval of a sale or lease can only occur if a substitute lessee or buyer was procured within 14 days of the application for approval of the sale or lease; no antenna or arials or advertisements or porches are allowed on units; children are allowed, and only one pet under 30 pounds is allowed.

7. Restriction on Sale, Lease, or Transfer. THE SALE, LEASE, OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED. (This right is as set out in paragraph 15 of the Declaration of Condominium, a copy of which is attached as Exhibit 1 to this Prospectus).

8. Utilities and Other Services. The utilities for the condominium buildings will be furnished as follows:

|                                 |  |
|---------------------------------|--|
| Sewer Service                   | Seagull Utility Co.                      |
| Water Service                   | Pinellas County                          |
| Garbage Pickup                  | Tierra Verde Community Association, Inc. |
| Storm Drainage                  | Tierra Verde Company                     |
| Electricity                     | Florida Power Corporation                |
| Telephone                       | General Telephone Company                |
| Cable Television (if available) | Teleprompter                             |

The telephone lines are contemplated to be underground lines. The availability of cable television is presently being negotiated.

9. Management, Maintenance and Operation of the Condominium. THERE IS TO BE AN AGREEMENT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH A. CLINTON BROOKS PROPERTY MANAGEMENT COMPANY, INC. (This Management Agreement is set forth in detail as Exhibit 7 to this Prospectus). The arrangement for management of the condominium association and maintenance and operation of the condominium property are described in the Management Agreement which provides in part as follows:

- a. The nature of the Services, among others, is to provide general managerial duties with respect to the operation of the condominium association.
- b. The compensation to the manager shall be the full amount of all sums disbursed or incurred in the performance of its duties plus the sum of \$10.00 per month. Therefore, with 18 units, the monthly compensation will be \$180.00 and the yearly compensation will be \$2,160.00.

10. Apportionment of Expenses and Ownership of Common Elements. The apportionment of the expenses and ownership of the common elements is determined as follows: the percentage of ownership in the common elements was based on the square footage of a unit as compared to the total square footage of all units in the condominium. This percentage is then applied to the annual incident to arrive at the monthly maintenance assessments. The percentage of ownership of common elements and assessments attributable to each unit is set forth in Exhibit 4 of this Prospectus.

THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP, OR REPAIR OF THE RECREATION OR COMMONLY USED FACILITIES. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN. (This right is set out in paragraph 25 of the Declaration of Condominium, a copy of which is attached as Exhibit 1 to this Prospectus).

11. Estimated Operation Budget. The estimated monthly and annual operating budget for the condominium and association based on the total number of units proposed to be subjected to condominium ownership and the monthly and annual maintenance assessment for each unit is set forth as Exhibit 4 to this Prospectus.

The Developer does hereby guarantee to each purchaser that the monthly assessment for units purchased shall not increase over the amount set forth in the Purchase Agreement for the unit until the first to occur of the following:

- a. A period of twelve (12) months from the date of the first closing of the sale of a condominium unit;
- b. The closing of sales by the Developer to purchasers of ninety percent (90%) of the total number of units; or
- c. Transfer of the condominium association control by the Developer to the condominium association as provided in paragraph 26 of the Declaration of Condominium.

During such period as this guarantee shall be in force, the Developer obligates itself to pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level from all purchasers (other than the Developer), subject, nevertheless, to the limitations hereinafter set forth. Said guarantee does not pertain to nor include such portion of the assessments, regular or special, required to meet the cost of improvements or betterments to the common elements, or the funding of reserves, or the cost of reconstruction or repair of any portion of the condominium property occasioned by hazard or casualty or the cost of cable television, if available. At closing of each unit \$100 will also be collected as a contribution to working capital, which may be used by the Developer if necessary for common expenses.

12. Estimated Closing Costs. A schedule of estimated closing expenses which the purchaser agrees to pay in accordance with the Purchase Agreement, attached as Exhibit 5, in addition to the contract price for the unit, are as follows:

- a. The statutory cost of recording the Warranty Deed to the condominium unit, which is \$4.00 for the first page and \$3.00 for each additional page;
- b. Proration of ad valorem taxes for the year in which the closing is held;
- c. If there is a loan incident to the sale, then the expenses charged the purchaser by the lender, including, but not limited to:
  - (1) The statutory tax for documentary stamps on the promissory note (presently \$0.15 for each \$100.00 or any fraction thereof of the face amount of the promissory note)
  - (2) The statutory intangible tax on the mortgage (presently at the rate of two mills (.002) on the face amount of the promissory note)
  - (3) The statutory cost of recording the mortgage
  - (4) Mortgage title insurance in the amount of the loan
  - (5) Loan origination fees, service fees, or points
  - (6) Fee for credit check
  - (7) Fee for appraisal of condominium unit
  - (8) Escrows for taxes and insurance
- d. Telephone and utility deposits for the condominium unit;
- e. Any attorney's fees that the purchaser might incur on hiring himself (herself) an attorney;
- f. Monthly assessment prorated as of the closing date and a capital contribution to the condominium association in the amount of \$100 (for working capital)

The Developer will pay the statutory tax for documentary stamps to be attached to the warranty deed and the cost of the owner's title insurance policy.

13. **The Developer.** The Developer, SAN TERRA DEVELOPMENT, is a Florida general partnership recently organized for the purpose of acquiring and developing the property described in Exhibit A of the Declaration of Condominium (Exhibit 1 of this Prospectus). The Developer's principal place of business is 950 Castillo Lane, Terra Vista, Florida, 33715.

The partners of SAN TERRA DEVELOPMENT are Terry J. Ramaker and David Stauffacher. Mr. Ramaker is a professional engineer and surveyor, as well as president of Terrametrics Engineering, Ltd., a Wisconsin based engineering firm that has assisted in many construction projects including several apartment complexes. Mr. Ramaker's most recent project involved his management of the construction of a million dollar amusement park in Galveston, Texas. Mr. Ramaker will be responsible for the architectural and engineering work for the condominium project. Mr. Stauffacher is a seasoned real estate developer, having developed and built fifteen Exel Inns consisting of 1,700 rooms in a six state area, as well as an eight building fifty-eight unit apartment project in Sun Prairie, Wisconsin. Mr. Stauffacher also is involved with computer operating systems for the Exel Inn chain and is involved with management of over 100 apartments in Sun Prairie, Wisconsin.

The Developer intends to contract with Construction and Engineering Services of Florida, Inc. as the general contractor who will be working with Mr. Jim Rooper, a licensed general contractor, for the construction of the condominium project. Mr. Jim Rooper is also a registered architect/engineer in Florida and has been active in construction for over 10 years, having been involved in several office construction projects including Tyrone Towers, construction of homes and various commercial buildings. The officers of Construction and Engineering Services of Florida, Inc. are as follows: Terry J. Ramaker, president; Derek Tennant, secretary and treasurer; and John Finiewski as vice-president. This corporation is newly formed and therefore, has no prior experience, although the officers do have substantial knowledge and experience in matters relating to this type of real estate development.

PROPOSED DECLARATION OF CONDOMINIUM  
(EXHIBIT 1)

ESTIMATED MONTHLY AND ANNUAL OPERATING BUDGET  
AND SCHEDULE OF ASSESSMENT TO EACH CONDOMINIUM UNIT  
(EXHIBIT 4)

ESTIMATED MONTHLY AND ANNUAL OPERATING BUDGET  
AND SCHEDULE OF ASSESSMENT TO EACH CONDOMINIUM UNIT

|   | MONTHLY     | YEARLY       |
|---|-------------|--------------|
| <b>INCOME:</b>                                  |             |              |
| Monthly Assessments                             | \$ 2,579.40 | \$ 30,952.80 |
| <b>DISBURSEMENTS:</b>                           |             |              |
| Juniorial & Maintenance Labor                   | 324.00      | 3,888.00     |
| Management Fee                                  | 180.00      | 2,160.00     |
| Office Supplies & Miscellaneous Expenses        | 36.00       | 432.00       |
| Legal & Accounting                              | 72.00       | 864.00       |
| Electricity                                     | 90.00       | 1,080.00     |
| Water   | 153.00      | 1,836.00     |
| Sewer   | 102.60      | 1,231.20     |
| Pest Control & Exterminating in Common Elements | 18.00       | 216.00       |
| Landscape Maintenance                           | 90.00       | 1,080.00     |
| Miscellaneous Grounds & Dock Maintenance        | 180.00      | 2,160.00     |
| Elevator  | 90.00       | 1,080.00     |
| Miscellaneous Repairs                           | 18.00       | 216.00       |
| Pool Repairs, Supply & Maintenance              | 162.00      | 1,944.00     |
| Maintenance Supplies                            | 18.00       | 216.00       |
| Fees & License                                  | 18.00       | 216.00       |
| Payroll Tax & W.C. Insurance                    | 72.00       | 864.00       |
| Insurance                                       | 594.00      | 7,128.00     |
| Reserves and Additional Working Capital*        | 361.80      | 4,341.60     |
|   | \$ 2,579.40 | \$ 30,952.80 |

|                       | MONTHLY | YEARLY   |
|-----------------------|---------|----------|
| *Painting             | 0.00    | 00.00    |
| *Roofing              | 5.00    | 67.20    |
| *Paving               | 2.50    | 30.00    |
| *Capital Improvements | 4.00    | 48.00    |
|                       | \$20.10 | \$241.20 |

The assessments for each Townhouse will be \$144.46 monthly and \$1,733.52 yearly, and each Penthouse will be \$140.98 monthly and \$1,691.76 yearly. If cable television is available then these assessments will be increased by the amount of the cost of cable television.

Note: Each Unit owner automatically becomes a member of Tierra Verde Community Association which supplies street maintenance, fire protection and garbage collection. This Association charges each unit owner an annual maintenance fee of \$2.78 per thousand dollars of assessed property value.

The estimated monthly/annual assessment to each condominium unit is as follows:

|                  |                     |
|------------------|---------------------|
| 932 Townhouse 1  | \$144.46/\$1,733.52 |
| 932 Townhouse 2  | \$144.46/\$1,733.52 |
| 932 Penthouse 1  | \$140.98/\$1,691.76 |
| 936 Townhouse 3  | \$144.46/\$1,733.52 |
| 936 Townhouse 4  | \$144.46/\$1,733.52 |
| 936 Penthouse 2  | \$140.98/\$1,691.76 |
| 938 Townhouse 5  | \$144.46/\$1,733.52 |
| 938 Townhouse 6  | \$144.46/\$1,733.52 |
| 938 Penthouse 3  | \$140.98/\$1,691.76 |
| 942 Townhouse 7  | \$144.46/\$1,733.52 |
| 942 Townhouse 8  | \$144.46/\$1,733.52 |
| 942 Penthouse 4  | \$140.98/\$1,691.76 |
| 946 Townhouse 9  | \$144.46/\$1,733.52 |
| 946 Townhouse 10 | \$144.46/\$1,733.52 |
| 946 Penthouse 5  | \$140.98/\$1,691.76 |
| 950 Townhouse 11 | \$144.46/\$1,733.52 |
| 950 Townhouse 12 | \$144.46/\$1,733.52 |
| 950 Penthouse 6  | \$140.98/\$1,691.76 |



GUARANTEE OF MONTHLY ASSESSMENT

The Developer does hereby guarantee to the Purchaser that the monthly assessment for the unit purchased shall not increase over the amount specified above for the Purchaser's unit until the first to occur of the following:

- a. A period of twelve (12) months from the date of the first closing of the sale of a condominium unit in Castillo Del Sol, a Condominium;
- b. The closing of sales by the Developer to Purchasers of ninety percent (90%) of the total number of units; or
- c. Transfer of the condominium association control by the Developer to the condominium association as provided in paragraph 28 of the Declaration of Condominium.

During such period as this guarantee shall be in force, the Developer obligates itself to pay any amount of common expenses incurred during that period and not produced by assessments at the guaranteed level from all purchasers (other than the Developer), subject, nevertheless, to the limitations hereinafter set forth. Said guarantee does not pertain to nor include such portion of the assessments, regular or special, required to meet the cost of improvements or betterments to the common elements, or the funding of reserves, or the cost of reconstruction or repair of any portion of the condominium property occasioned by hazard or casualty or the cost of cable television, if available.

PURCHASE AGREEMENT  
(EXHIBIT 5)

CASTILLO DEL SOL, A CONDOMINIUM  
PURCHASE AGREEMENT

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This Agreement, dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, is between  
SAN-TERRA DEVELOPMENT, a general partnership, hereinafter referred to as Seller, and \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Home Telephone \_\_\_\_\_

Business Telephone \_\_\_\_\_

hereinafter referred to as Purchaser.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE SELLER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A SELLER TO A PURCHASER OR LESSEE.

1. PROPERTY

Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Condominium Unit described as Unit No. \_\_\_\_\_, together with an undivided share in the common elements appurtenant thereto according to the Declaration of Condominium in the project known as Castillo Del Sol, A Condominium, to be constructed substantially in accordance with Seller's plans and specifications. Seller reserves the right in Seller's sole discretion to use substitute materials, appliances, or equipment which are substantially equivalent to those contained in the plans and specifications. Purchaser will have one dock slip and covered parking for one automobile designated for his private use as a limited common element.

2. PRICE

Purchase Price \_\_\_\_\_

Authorized Extras (see attached schedule) \_\_\_\_\_

Total Purchase Price \_\_\_\_\_

To be paid as follows:

Initial Deposit \_\_\_\_\_

Balance of Deposit Due on \_\_\_\_\_ 19\_\_\_\_

Balance of Cash/Mortgage at Closing \_\_\_\_\_  
(subject to adjustments, prorations, and loan and other closing costs)

3. DEPOSITS

All deposits received pursuant to this Agreement shall be deposited with James V. Stewart, Esq., (hereinafter referred to as the Escrow Agent) to be held by the Escrow Agent pursuant to the provisions of Section 718.11, Florida Statutes. Deposits made prior to the issuance of a Certificate of Occupancy for the Condominium Unit shall earn interest at the current rate for money market accounts (or in any interest bearing account required by a construction lender during construction of the condominium unit). If this Agreement is contingent on financing pursuant to paragraph 4, all deposits shall not earn interest to inure to the benefit of Purchaser until Purchaser notifies Seller that a financing commitment has been secured.

4. FINANCING

In the event Purchaser intends to obtain mortgage financing, then this contract shall be contingent upon Purchaser obtaining said financing at prevailing rates and terms only if Purchaser applied for said mortgage within five (5) days from the date of this contract and thereafter makes diligent effort to obtain same and in any event Purchaser shall obtain his financing commitment within 45 days from the date of this Agreement.

5. CONSTRUCTION

Seller represents that the Unit will be constructed in a workman-like manner and that Purchaser's Unit is to be a newly constructed Unit and has not been previously occupied. Seller will not be responsible for any delays beyond his control. It is contemplated that delivery of possession of the Condominium Unit will be made on or before June 1, 1982.

Closing shall take place within fifteen (15) days after a certificate of occupancy has been issued for the Unit or, if already issued, within sixty (60) days of this Agreement. Closing shall take place at the office of James V. Stewart, Esq., at Suite 330, 1135 Pasadena Ave. So., St. Petersburg, FL, 33707 or such other place in Pinellas County as Seller or an institutional lender may designate. Possession shall be delivered at closing; taxes and assessments for the current year shall be prorated as of the date of closing on the basis of the best estimate available from the public taxing authorities at the time of closing.

The following expenses and amounts will be paid by Purchaser:

- a. The balance of the purchase price, plus the sum of \$100, as a contribution to the working capital of the Condominium Association plus a proration of the monthly assessment for the month in which the closing is scheduled. The Purchaser shall begin making monthly assessment payments to the Association on the first of the month following the closing.
- b. All costs which any lender requires to be paid if Purchaser is granted a mortgage on the Unit.
- c. The cost of recording the warranty deed.

Any delay in closing caused by Purchaser will result in a charge payable by Purchaser in the amount of 1% per annum of the total purchase price for the period of the delay. Purchaser shall also be responsible for all condominium association fees accruing from the scheduled closing date and all prorations shall be made as of the scheduled closing date. Seller may elect not to consent to any delay caused by Purchaser. In which event Seller may enforce this Agreement as to Purchaser's default for failure to close on the scheduled closing date. Seller shall pay the statutory tax for documentary stamps to be attached to the warranty deed.

**7. BROKERAGE**

Seller and Purchaser acknowledge that the sale was brought about solely by Berger-Samuelson, Inc., a licensed real estate broker, and that no outside broker was the procuring cause of this sale except who is entitled to a sales commission to be paid by Seller pursuant to a separate agreement with Seller.

**8. TITLE AND DEED**

Seller shall deliver to the Purchaser, at Seller's expense, an Owner's Title Insurance Policy showing title to the unit to be vested in Purchaser, subject to building and use, restrictions of record, the Declaration of Condominium of Castillo Del Sol, A Condominium and the standard printed exceptions contained in an ALTA Owner's Policy. The Seller shall convey the property to Purchaser by general warranty deed.

**9. WARRANTY AND INSPECTION**

The condominium unit conveyed hereunder is warranted in accordance with Section 716.203, Florida Statutes, and Rule 7D-20.02 promulgated by the Department of Business Regulation, Division of Florida Land Sales and Condominiums. Consumer products, as the term is used in Public Law 93-637, are not included in Seller's warranty. All assignable warranties by manufacturers, subcontractors or suppliers of consumer products are hereby assigned to Purchaser. If the property is to be mortgaged, inspection and approval of the dwelling shall be made by the lending institution; such inspection and final approval shall be binding and conclusive upon Seller and Purchaser.

**10. DEFAULT**

If Purchaser is in default under any provisions of this contract, Seller agrees to retain all sums deposited by Purchaser with Seller in full settlement of any and all claims for damages or specific performance and Purchaser agrees this is a fair and reasonable sum to compensate Seller and is not intended as a penalty. In all other events, other than closing, Purchaser's deposit shall be returned to Purchaser and Seller and Purchaser thereupon shall be released from all liability hereunder.

**11. CONDOMINIUM ASSOCIATION**

This agreement is also Purchaser's application for membership in the Condominium Association described in exhibits to the Prospectus. Purchaser understands his/her membership will take effect on closing of title. At that time, Purchaser agrees to accept the liabilities and obligations of membership in that Association.

**12. GUARANTEE OF MONTHLY ASSESSMENT**

The Seller does hereby guarantee to the Purchaser that the monthly assessment for the unit purchased shall not increase over \$ \_\_\_\_\_ until the first to occur of the following:

- a. A period of twelve (12) months from the date of the first closing of the sale of a condominium unit in Castillo Del Sol, a Condominium;

- b. The closing of sales by the Seller to Purchasers of ninety percent (90%) of the total number of units (17 units of the total 18 units); or
- c. Transfer of the condominium association control by the Seller to the condominium association as provided in paragraph 20 of the Declaration of Condominium.

During such period as this guarantee shall be in force, the Seller obligates itself to pay any amount of common expenses incurred during that period and not produced by assessments at the guaranteed level from all purchasers (other than the Developer) and the \$100 per unit contribution to working capital; subject, nevertheless, to the limitations hereinafter set forth. Said guarantee does not pertain nor include such portion of the assessments, regular or special, required to meet the cost of improvements or betterments to the common elements, or the funding of reserve or the cost of reconstruction or repair of any portion of the condominium property occasioned by hazard or casualty or the cost of cable television, if available.

#### 13. ENTIRE AGREEMENT

No agreements, unless expressed or incorporated herein, shall be binding upon Seller or Purchaser; no oral conditions, representations, warranties, or agreements made by Seller, his agents, or any Broker shall bind Seller unless expressed herein. This agreement may be assigned by Purchaser, yet any assignee who intends to obtain mortgage financing is solely responsible for obtaining their commitment in that paragraph 4 of this agreement shall not apply to any assignee. Purchaser shall be liable for Seller's reasonable attorney's fees and costs incurred by virtue of any litigation as to the parties' rights under this Agreement where Seller is the prevailing party. The provisions of this Agreement shall survive the closing.

#### 14. FULL DISCLOSURE

Purchaser acknowledges that Seller has made full disclosure pursuant to the Condominium Act by delivering to Purchaser at or prior to the execution hereof, a copy of the Prospectus and all documents referenced in the Prospectus and Purchaser agrees to be bound by these documents as modified from time to time. Purchaser authorizes Seller to record the Declaration of Condominium and such other documents as are required to be filed under the laws of the State of Florida in order to create and maintain the Condominium, including any amendments thereto which do not prejudice Purchaser's rights herein.

THIS AGREEMENT IS VOIDABLE BY PURCHASER BY DELIVERING WRITTEN NOTICE OF THE PURCHASER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT AND RECEIPT BY PURCHASER OF ALL THE ITEMS REQUIRED TO BE DELIVERED TO PURCHASER BY SELLER UNDER SECTION 718.503, FLORIDA STATUTES. PURCHASER MAY EXTEND THE TIME OF CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER PURCHASER HAS RECEIVED ALL OF THE ITEMS REQUIRED. PURCHASER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

Signed, Sealed and Delivered  
in the Presence of:

PURCHASER:

As to Purchaser

SELLER: SAN-TERRA DEVELOPMENT

As to Seller

Terry J. Hamaker, Partner or  
James V. Stewart, as authorized agent for  
Seller

Acceptance by Escrow Agent:

Escrow Agent may be contacted at:  
1135 Pasadena Ave. So., Suite 330  
St. Petersburg, FL 33707  
(813)347-0790

You may obtain a receipt for your  
deposit from the escrow agent upon  
request.

James V. Stewart, Esq., as Escrow Agent  
acknowledging receipt of deposit to be held  
in accordance with Section 718.202, Florida  
Statutes

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ESCROW AGREEMENT  
(EXHIBIT B)

THIS AGREEMENT (the "Agreement"), made and entered into by and between SAN TERRA DEVELOPMENT, a partnership (the "Developer") and JAMES V. STEWART, Attorney at Law, (the "Escrow Agent").

RECITALS:

WHEREAS, Developer contemplates selling units in CASTILLO DEL SOL, A CONDOMINIUM as condominium units, pursuant to a Declaration of Condominium to be filed by Developer; and

WHEREAS, Section 718.202 (1978), Florida Statutes, (the "Condominium Act"), requires that in the event the Developer contracts to sell a condominium parcel and the construction, furnishing and landscaping of the property submitted to condominium ownership has not been substantially completed in accordance with the plans and specifications and representations made by Developer in the disclosures required by the Condominium Act, then in such event Developer shall pay into an escrow account established pursuant to the Condominium Act all payments received by Developer from the purchaser towards the sale price of the parcel (hereinafter referred to as "Deposit" or "Deposits"); and

WHEREAS, the parties desire to set forth the terms and conditions under which the Deposits will be held and disbursed by Escrow Agent.

NOW THEREFORE, the Developer and the Escrow Agent covenant and agree as follows:

(1) Any and all Deposits received by Escrow Agent pursuant to Purchase Agreements (the "Purchase Agreement") entered into between Developer and a purchaser shall be placed in an escrow account pursuant to Section 718.202 (1978) of the Condominium Act.

(2) The escrow account so established shall be maintained in a federally insured savings and loan association or an established banking institution offering passbook savings accounts.

(3) All Deposits made to the escrow account shall bear interest at the highest rate permissible for passbook savings accounts.

(4) The Deposits shall be disbursed as follows:

(a) If the purchaser properly terminates the Purchase Agreement pursuant to its terms or pursuant to the appropriate provisions of the Condominium Act, the Deposit made by purchaser shall be paid to the purchaser together with interest earned, if any.

(b) If the purchaser defaults in the performance of his obligations under the Purchase Agreement, the Deposit shall be paid to the Developer together with interest earned, if any.

(c) If the Deposit has not been previously disbursed in accordance with subsection (a) or (b) above, it may be disbursed to the Developer by the Escrow Agent at the closing of the transaction, with the Deposit, together with interest earned, if any, to be credited to the purchaser, unless prior to the disbursement the Escrow Agent receives from the purchaser written notice as provided by Section 718.202(1)(d) of the Condominium Act of a dispute between the purchaser and Developer.

(d) Anything herein to the contrary notwithstanding, in the event the Purchase Agreement is contingent upon financing being obtained, interest earned on the Deposit shall not inure to the benefit of the purchaser in any event until the purchaser has notified Developer that a commitment for financing has been obtained.

(e) As provided for in the Purchase Agreement, the Developer may withdraw escrow funds in excess of 10 percent of the purchase price when the construction of improvements has begun so long as such funds withdrawn are used for actual construction and development of the condominium property and not for salaries, commissions, or expenses of salesman or for advertising purposes.

(5) If Escrow Agent receives notice of a dispute as to the Deposit held, the Escrow Agent may immediately forward the Deposit together with interest earned, if any, to the Clerk of the Circuit Court, Pinellas County, Florida, and shall be immediately relieved of all responsibility as Escrow Agent hereunder when the Deposit is accepted for by the Court Clerk.

(6) The Escrow Agent's sole obligation under this Agreement is to hold the deposits in the escrow account and to disburse the deposits in accordance with the terms of this Agreement. The Escrow Agent shall not be obligated to see to the application of the deposit after it has been paid by the Escrow Agent to the Developer or the depositor, as the case may be, under the terms and conditions of this Agreement. The Escrow Agent shall be entitled to

fully rely upon any written notice received from any other party hereunder and the facts therein stated without any investigation by the Escrow Agent of the existence or non-existence of such facts. The Escrow Agent shall not be required to investigate the authenticity of the signature of or the authority or power of any party or any person on behalf of any party executing and delivering any written notice under this Agreement.

(7) Any notice to be given or to be served upon either the Developer or the Escrow Agent in connection with this Agreement must be in writing, and may be given by certified or registered mail and shall be deemed to have been given and received when a receipt for the certified or registered letter containing such notice, properly addressed, with postage prepaid, is signed by the addressee; and if given otherwise than by certified or registered mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties hereto at the following addresses:

If to Developer

SAN TERRA DEVELOPMENT  
850 Castillo Lane  
Tierra Verde, Florida 33715

If to Escrow Agent

JAMES V. STEWART  
Attorney at Law  
1135 Pasadena Avenue South  
Suite 330  
St. Petersburg, Florida 33707

(8) The Developer hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and disbursements) of whatever kind and nature which may be imposed on, incurred by, or asserted against at any time the Escrow Agent and in any way relating to or arising out of the execution and delivery of this Agreement, the acceptance of deposit therein, provided, however, that the Developer shall not be required to indemnify the Escrow Agent against its own negligence or misconduct. The indemnities contained in this paragraph shall survive the termination of this Agreement.

(9) The Escrow Agent may resign and thereby become discharged from the duties and obligations hereby created, by notice in writing given to the Developer not less than thirty (30) days before such resignation shall take effect. Such resignation shall take effect immediately upon the appointment of a new Escrow Agent hereunder, if such new Escrow Agent shall be appointed before the time limited by such notice and shall then accept the duties and obligations thereof.

(10) The within Agreement may not be transferred or assigned by any party hereto without first obtaining the written consent of the other said parties. Said written consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the 20th day of April, 19 87.

Witness:

James White  
Jack P. ...

DEVELOPER: SAN TERRA DEVELOPMENT

Terry J. ... Partner  
David Stauffer Partner

ESCROW AGENT: JAMES V. STEWART  
Attorney at Law

Paul J. ...  
James V. Stewart Esq.



MANAGEMENT AGREEMENT  
(EXHIBIT 7)

## CASTILLO DEL SOL, A CONDOMINIUM

MANAGEMENT AGREEMENT

This is an Agreement made and entered into this 28 day of February, 1982, between A. CLINTON BROOKS PROPERTY MANAGEMENT COMPANY, INC., herein referred to as "Agent", and SAN TERRA DEVELOPMENT CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, hereinafter referred to as "Association".

WHEREAS, Agent is a corporation duly authorized to manage and operate a condominium on behalf of this Association; and

WHEREAS, the Developer and/or Association owns an undivided interest in and to the common areas and community facility areas, more particularly described in the Declaration of Condominium of this Condominium, herein referred to as the "Declaration"; and

WHEREAS, the Association is obligated for the maintenance, operation, repair, and replacement of said common areas and community facility areas pursuant to the terms and provisions of the Declaration and this Agreement.

NOW, THEREFORE, the parties agree as follows:

I. APPOINTMENT

The Association hereby appoints the Agent, and the Agent hereby accepts appointment, on the terms and conditions hereinafter provided, as exclusive agent of the Association for the operation and management of the Condominium.

II. SERVICE OF AGENT

Under the personal and direct supervision of one of Agent's designated supervisory personnel, Agent shall render services and perform duties as follows: SEE EXHIBIT A - Services of Agent, and EXHIBIT B - Duties, Time, and Fee Cost Allocations of Agent, attached hereto and made a part hereof.

III. AGENCY RELATIONSHIP

A. Everything done by the Agent under the provisions herein shall be done as Agent of the Association. Any payments to be made by the Agent under this Agreement shall be made out of such sums as are available in the special account of the Association, or as may be provided by the Association. The Agent shall not be obligated to make any advance to or for the account of the Association or to pay any sum, except out of funds held or provided as aforesaid, nor shall the Agent be obliged to incur any liability or obligation for the account of the Association without assurance that the necessary funds for the discharge thereof will be provided.

B. The Agent shall rely on directions given to him by the President of the Association, or such other officer of the Association as the Board of Directors of the Association may designate by resolution to act as its representative for communication with the Agent, and the Agent shall not be liable to the Association or its members for any action taken or expense incurred in reliance on such directions.

IV. BANKING PROCEDURES

A. The Agent shall establish and at all times maintain a bank account as Agent of the Association, which account shall be in a Federal or State chartered bank doing business in Pinellas County, Florida, whose deposits are insured by The Federal Deposit Insurance Corporation and reflect the custodial nature thereof, said bank account to be for the deposit of all monies of the Association received by Agent

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IN WITNESS WHEREOF, each of the parties have executed this Agreement as of the day and year first above written.

Witness:

ASSOCIATION: SAN TERRA  
DEVELOPMENT ASSOCIATION,  
INC.

P. O. Box 58083  
Florida Verde, FL 33715

Terry J. Hamaker, President

AGENT: A. CLINTON BROOKS  
PROPERTY MANAGEMENT  
COMPANY, INC.

18 Madonna Boulevard  
Florida Verde, FL 33715

A. Clinton Brooks, President

*Parola B. Lewis*  
*Coquina Beach*

ARTICLE II - SERVICES OF AGENT

1. Maintain businesslike relations with unit owners whose service requests shall be received, considered and recorded in systematic fashion in order to show the action taken with respect to each. Complaints of a serious nature shall, after reasonable investigation, be reported to the Association with appropriate recommendations.

2. As part of a continuing program, use its best efforts to secure full performance by the unit owners of all items and maintenance for which they are responsible.

3. Collect all monthly and special assessments due from unit owners. The Association hereby authorizes and directs the Agent to request, demand, collect, receive and receipt for any and all assessments, charges, rents or fees which may at any time be or become due to the Association, and at the expense of the Association take such action in the name of the Association by way of legal process or authority granted the Association under the Declaration of Condominium or Chapter 718 as may be required for the collection of delinquent assessments. The Agent shall implement collection proceedings on any account which is unpaid as of the 15th day of the following month for which it was due, unless otherwise advised by the Board of Directors.

4. On the basis of an operating schedule, job standards and wage rates previously approved by the Board of Directors on the recommendation of the Agent, investigate, hire, pay, supervise, and discharge personnel and independent contractors necessary to be employed in order to properly maintain and operate the Condominium. If, by mutual agreement, work is done by employees of the Agent, the Agent shall be reimbursed and paid for such services agreed. Compensation for services shall be as a common expense. Should an employee of the Agent prove to be unsatisfactory to the Board of Directors, it may demand that the employee be transferred. The Agent shall maintain at all times, at its expense and not at the expense of the Association, its own supervisory personnel who shall be in regular contact with on-site personnel at the Condominium.

5. Require all of Agent's personnel as well as supervisory and other personnel in the employ of the Association, to display sufficient identification of his employment when requested while engaged in his employment on or about the premises.

6. Cause the buildings and common elements of the Condominium which are to be maintained by the Association under the Declaration of Condominium and the leased property, to be maintained according to the standards acceptable to the Association, including but not limited to lawn maintenance, landscaping, interior and exterior cleaning, painting, decorating, plumbing, carpentry and such other normal maintenance and repair work as may be necessary, subject to the limitations imposed by the Association and those contained in this Agreement.

7. Not to incur any expense not provided for in the Association budget or by prior special assessment, and for any one item of repair or replacement the expense shall not exceed the budgeted amount, unless approved or properly authorized by the Association Board of Directors, provided, however, that emergency repairs involving manifest danger to life or property, or immediately necessary for the preservation and safety of the property, or for the safety of the unit owners, or required to avoid the suspension of any necessary service to the Condominium, may be made by the Agent irrespective of the cost limitation imposed by this paragraph. Notwithstanding this authority as to emergency repairs, it is understood and agreed that the Agent will,

If reasonably possible, confer with the designated person of the Association regarding such expenditure.

8. Take such action as may be necessary to cause compliance with any and all orders or requirements affecting the premises placed therein by any Federal, State, County, Municipal or other governmental or regulatory authority having jurisdiction thereover, and the orders of the Board of Fire Underwriters or other similar bodies subject to the same limitation contained in this Article in connection with making repairs and alterations. The Agent shall not take any action under this Section 8, so long as the Association is contesting the order or requirement. The Agent shall notify the Association within two working days of all such notices and orders.

9. Maintain workmen's compensation insurance for its employees in sufficient amounts and types to comply with the laws of the State of Florida and any other governmental agency.

10. Subject to approval by the Association and at the expense of the Association, make contracts for water, electricity, gas, fuel oil and other necessary services, or such of them as the Association shall deem advisable. Also subject to the approval of the Association and at the expense of the Association, place orders for such equipment, tools, appliances, materials and supplies as are necessary to properly maintain and repair the Condominium and which are not supplied by the Agent as incidental to the performance of the Agent's duties. All such contracts and orders shall be made in the name of the Association. When taking bids or issuing purchase orders, the Agent shall act at all times under the directions of the Association and shall be under a duty to secure for and credit to the latter any discounts, commissions or rebates obtainable as a result of such purchases without taking bids. The Agent may employ itself or related or affiliated persons or corporations so long as the Agent has made complete disclosure of the facts and has obtained the approval of the Association. Notwithstanding anything contained in the Agreement to the contrary, the Association shall retain the power to contract on behalf of the Association.

11. When authorized by the Association in writing, at the expense of the Association, cause to be placed and kept in force all forms of insurance of the type and in the amount requested by the Association, in writing, to protect the Association, and its members, or as required under the Declaration of Condominium. All of the various types of insurance coverage required shall be placed with such companies, in such amounts, and with such beneficial interests appearing therein, as shall be requested by the Association. The Agent shall furnish to the Board of Directors of the Association copies of all such insurance policies maintained and kept in force. The Agent shall promptly investigate and make a full written report as to all reported accidents or claims of damage relating to the management, operation and maintenance of the Condominium, including any damage or destruction to the Condominium, the estimated cost of repair, and all cooperate and make any and all reports required by any insurance company in connection therewith.

12. From the funds collected and deposited in the special and joint accounts as hereinafter provided, or as provided in the Association Declaration of Condominium, cause to be disbursed regularly and punctually:

- (a) Social Security and employment taxes due and payable in regard to employees, if any, of the Association;
- (b) The Agent's compensation;
- (c) Loans payments, fire and other property insurance premiums, electrical, water, sewer, garbage and similar charges; and the amount specified by the Association for allocation to reserves;

- (d) Other sums otherwise due and payable by the Association as operating expenses authorized to be incurred under the terms of this Agreement; and
- (e) After disbursement in the order herein specified, any balance remaining in the special account may be disbursed or transferred from time to time, but only as specifically directed by the Board of Directors, in writing.

13. Maintain a system of office records, books, and accounts in regard to the Agent's duties hereunder in a manner which complies with the requirements of Chapter 718 and in a manner reasonably satisfactory to the Association. Such records shall be kept in the office of the Agent, and shall be available for inspection by the representatives of the Association at reasonable times during normal business hours.

14. The Agent shall furnish to the Board of Directors of the Association a monthly statement with a year to date financial statement and monthly uncollected receivables relative to the funds received and disbursed by the Agent. The period covered shall extend from the first day of the month to the last day of the month, and the statement shall be furnished on or about the 15th day of the next month. The Agent shall prepare, file and cause to be paid all forms, reports, tax returns, and licenses required by law. At the expense of the Agent, annual income and disbursement statements shall be prepared without audit for the Association and delivered to the Association within ninety (90) days following the end of the fiscal year. The Association, at its option and its expense, shall have the right to an independent audit to be performed by an accountant, chosen by the Board of Directors of the Association.

15. At least sixty (60) days, but not more than seventy (70) days, before the beginning of each new fiscal year, submit to the Association a proposed budget for the operation of the Condominium for the ensuing fiscal year, together with such other financial and other information in regard to Agent's duties as the Association requests and as is reasonably necessary for the Association to review and finalize said budgets. The budget shall serve as a supporting documents for the scheduling of assessments proposed for the new fiscal year and for expenditures hereunder. The Association shall furnish the Agent with the budget as adopted before the commencement of the fiscal year. The budget shall constitute a major control under which the Agent shall operate, and there shall be no substantial variances therefrom, except such as may be sanctioned by the Association. If necessary, because of danger to life or health and lack of time to obtain such prior consent, an overrun may be experienced provided it is brought to the attention of the Association within twenty-four (24) hours of the overrun.

16. It shall be the duty of the Agent at all times during the term of this Agreement to operate and maintain the Condominium according to standards consistent with the overall plan of the Association. The Agent shall see that all members are informed with respect to such rules, regulations and notices as may be promulgated by the Board of Directors or the Association from time to time. The Agent shall be expected to perform such other acts and deeds as are reasonable, necessary and proper in the discharge of its duties under this Agreement.

17. Maintain a current list of the members of the Association, and furnish a copy of such membership list to the Association's representative on request.

18. Investigate all applications for approval in connection with transfers or leases of condominium parcels and submit to the Association such information as is necessary for the Association to approve or disapprove such applications. Such investigations and recommendations are to be made in accordance with objective standards supplied by the

Association, pursuant to the Declaration of Condominium. Such investigation will be completed as fully as possible by the Agent not more than twenty (20) days after the Agent has received the request for approval.

19. Maintain an office in Pinellas County, Florida, together with a local telephone so that members may contact the Agent or his employees during regular business hours.

20. Attend meetings of the Association and the Board of Directors when requested.

21. Cause an annual inventory to be taken of all furniture, equipment, maintenance tools and supplies of the Association. Such inventory shall be taken during the month of July and submitted, in writing, to the Board of Directors no later than August 1st of the calendar year in which it is taken.

EXHIBIT B TO ARTICLE IIDUTIES, TIME AND FEE COST A LOCATIONS OF AGENT

Definitions. As used herein the following subheadings shall have the following meanings:

1. TIME: Shall mean the time schedule for the performance of the services designated.
2. MANAGEMENT FEE: Shall mean the designated cost per month per unit as the management fee to supervise and perform services performed under the Management Contract. These costs are a proration of the monthly management fee per unit of \$10.00.
3. COST: Shall mean the estimated amount of money at cost for each service performed, less any management fee.
4. PERSONNEL: Shall mean the minimum number of personnel for services other than supervisory service under the Management Agreement.
5. SUPERVISION: Shall mean the minimum number of personnel for supervisory service under the Management Agreement.

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

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

TIME: Monthly or as otherwise directed by Association.

MANAGEMENT FEE: \$1.50

COST: Requires postage and stationery

SUPERVISION: One part-time manager

(2) Furnish to Association as part of the monthly financial statement, an itemized list of all delinquent accounts promptly following the 5th day of each month.

TIME: Monthly as required

MANAGEMENT FEE: Included in Item 1 above

COST: None

PERSONNEL: One part-time clerk/bookkeeper

SUPERVISION: One part-time manager

(3) Prepare and submit to Association, on or before 60 days prior to the end of each fiscal year of Association, a proposed operating budget setting forth:

- (a) an itemized statement of estimated expenses for the next fiscal year of Association;
- (b) setting forth proposed amendments required to meet said expenses; and
- (c) reserves, allocated or unallocated, as may be required in the opinion of Agent for the proper management of the property.

TIME: Once per year

MANAGEMENT FEE: \$1.05

COST: None

PERSONNEL: One part-time accountant

SUPERVISION: One part-time manager



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

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

MANAGEMENT FEE: \$2.50

COST: The actual cost incurred for providing the services specified in the Operating Budget or otherwise requested by the Association

PERSONNEL: As specified in the Operating Budget or otherwise required to perform the services requested by the Association

SUPERVISION: One part-time manager

(5) Not incur any expense for any single item of repair or replacement which exceeds the budgeted amount unless:

(a) such expense is contained within the current Operating Budget approved by Association, or

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

#### NO TIME, MANAGEMENT FEE, PERSONNEL OR SUPERVISION INVOLVED

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

TIME: As required

MANAGEMENT FEE: \$.10

COST: Actual cost incurred to achieve compliance

PERSONNEL: As required to achieve compliance if necessary

SUPERVISION: One part-time manager

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

TIME: As required based on number and terms of such agreement

MANAGEMENT FEE: \$.05

COST: The actual costs incurred under the terms of such agreement

PERSONNEL: None

SUPERVISION: One part-time manager

(8) Purchase on behalf of Association and at Association's expense, all materials and supplies as are necessary for the property maintenance of the property.

TIME: As required

MANAGEMENT FEE: \$.10

COST: Actual costs incurred for such purchases which will be made in accordance with the approved Operating Budget or as otherwise approved by the Association

PERSONNEL: One part-time administrative assistant

SUPERVISION: One part-time manager

(9) Supervise and where authorized by Association, cause to be placed and kept in force, all insurance necessary to protect Association including, but not limited to, workmen's compensation, burglary and theft insurance.

TIME: Annually or as otherwise required  
MANAGEMENT FEE: \$.45  
COST: The actual cost of the premiums required by the insurance coverage required by the Association  
PERSONNEL: One part-time administrative assistant  
SUPERVISION: One part-time manager

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

TIME: As required  
MANAGEMENT FEE: Included in item 9 above  
COST: None  
PERSONNEL: One part-time manager  
SUPERVISION: One part-time administrative assistant

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

- (a) all taxes required to be paid by Association;
- (b) building inspection fees, elevator fees, water rates and other governmental charges;
- (c) such sums which become due and payable for expenses or other obligations, incurred by Agent on behalf of Association;
- (d) Management fee of Agent as hereinafter provided;
- (e) such other amounts or charges as may be authorized by Association

TIME: As required  
MANAGEMENT FEE: \$1.10  
COST: Postage as required  
PERSONNEL: One part-time clerk/bookkeeper and one part-time accountant  
SUPERVISION: One part-time manager

(12) Prepare for execution and filing by Association in conjunction with such accounting personnel as may be employed by Association, all forms, reports and returns required by law in connection with unemployment insurance, workmen's compensation insurance, disability benefits, social security, withholding taxes and other similar taxes now in effect or hereafter imposed and such other requirements as may relate to the operation of the property and the employment of personnel. Agent shall prepare and file tax returns for Association, either state or federal, at the end of each fiscal year and file same for the Association after approval and execution by Association officers.

TIME: As required  
MANAGEMENT FEE: \$.45  
COST: None  
PERSONNEL: One part-time accountant  
SUPERVISION: One part-time manager

(13) Maintain a system of office records, books, and accounts in accordance with acceptable accounting principles and practices, which records shall be subject to examination by the officers and directors of Association and the duly authorized agents of Association during reasonable business hours by prior appointment. Agent shall furnish a monthly statement with a year to date financial statement. Agent shall

submit to the Association, not later than 45 days after the end of each fiscal year of Association, a statement or receipt and disbursements with respect to the prior fiscal year of Association.

TIME: As required  
MANAGEMENT FEE: \$3.45  
COST: None  
PERSONNEL: One part-time accountant and one part-time clerk

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

TIME: As required  
MANAGEMENT FEE: \$.15  
COST: Actual cost incurred for the employment of such contractors and employees which costs will be in accordance with the approved Operating Budget or as otherwise directed by the Association  
PERSONNEL: As specified in the Operating Budget or as otherwise directed by the Association  
SUPERVISION: One part-time property manager

(15) Agent shall endeavor to secure full compliance by the members or other occupants with the Declaration of Condominium, Articles of Incorporation and By-Laws of Association, and such rules or regulations as may be established by Association from time to time. Attorney and other legal fees shall be considered an operating expense of Association.

TIME: As required  
MANAGEMENT FEE: \$.05  
COST: Actual cost of mailing letters, long distance telephone calls, legal fees and court costs as may be incurred to secure compliance  
PERSONNEL: One part-time administrative assistant, property manager and attorney  
SUPERVISION: One part-time manager

(16) Agent shall confer freely with the Directors of Association and attend Association and Board of Directors meetings when so requested by them in connection with the management of the property.

TIME: As required  
MANAGEMENT FEE: \$.05  
COST: None  
PERSONNEL: None  
SUPERVISION: One part-time manager

(17) Investigate all applications, at Association expense, necessary for approval of sales and renting/leasing of units and information necessary for the Association to approve or disapprove such applications.

TIME: As required  
MANAGEMENT FEE: \$.05  
COST: Actual cost to the Association of credit reports, long distance telephone calls  
PERSONNEL: One part-time clerk  
SUPERVISION: One part-time manager

(18) All acts performed by Agent pursuant to the provisions of this agreement shall be performed as Agent on behalf of Association and all obligations or expenses incurred shall be for the account and on behalf and at the expense of Association except as provided in this Agreement. Agent shall not be obligated to make any advance to or for the account of Association or to pay any sum except out of funds of Association held or provided as foreclosed, nor shall Agent be obligated

to incur any liability or obligations on behalf of Association unless the necessary funds for their discharge are provided.

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

RESPONSIBILITIES AFFECTING AN INDIVIDUAL UNIT

The parties hereto acknowledge and agree that the Agent has no responsibility hereunder for the maintenance, repair of the interior of an owner's unit; nor for the maintenance, repair or replacement of a unit owner's fixtures or appliances, including an owner's air conditioning system; nor for the payment of the utilities individually and separately metered to a member's unit; nor for the taxes levied against a unit owner; nor for the payment due on any unit owner's individual mortgage.

D R 5310 PAGE 704

RECEIPT FOR DOCUMENTS  
(EXHIBIT 8)

RECEIPT FOR CONDOMINIUM DOCUMENTS

DR.5310 PAGE 705

The undersigned acknowledges receipt of the documents checked below, as required by the Condominium Act, relating to CAETILLO DEL SOL, A CONDOMINIUM, physically located at 850 Castillo Lane, Tierra Verde, Florida, 33715. Place a check in the column by each document received or, for the Plans and Specifications, made available for inspection. If a document does not apply, place "N/A" in the column.

DOCUMENT

RECEIVED

|  |     |
|--|-----|
| Prospectus   |     |
| Declaration of Condominium   |     |
| Articles of Incorporation of San Terra Development Condominium Association, Inc. |     |
| By-Laws of San Terra Development Condominium Association, Inc.                   |     |
| Estimated Operating Budget   |     |
| Purchase Agreement   |     |
| Rules and Regulations  |     |
| Ground Lease   | N/A |
| Management Agreement   |     |
| Lease of Recreational and Other Facilities to be Used Exclusively by Unit Owners | N/A |
| Form of Unit Lease if a Leasehold  | N/A |
| Declaration of Servitude   | N/A |
| Sales Brochures  |     |
| Phase Development Description  | N/A |
| Lease of Recreational Facilities and Other Facilities                            | N/A |
| Description of Management for Single Management of Multiple Condominiums         | N/A |
| Conversion Inspection Report   | N/A |
| Conversion Termite Inspection Report   | N/A |
| Plot Plan  |     |
| Floor Plan   |     |
| Survey of Land and Graphic Description of Improvements                           |     |
| Executed Escrow Agreement  |     |
| Statement as to Estimated Closing Costs  |     |
| Percentage Ownership Cost in Common Elements                                     |     |

MADE AVAILABLE

|                          |  |
|--------------------------|--|
| Plans and Specifications |  |
|--------------------------|--|

THIS AGREEMENT IS VOIDABLE BY PURCHASER BY DELIVERING WRITTEN NOTICE OF THE PURCHASER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE PURCHASER, AND RECEIPT BY PURCHASER OF ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO HIM BY

00580 706 60

THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. PURCHASER MAY  
EXTEND THE TIME FOR THE CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS  
AFTER THE PURCHASER HAS RECEIVED ALL OF THE DOCUMENTS REQUIRED. PUR-  
CHASER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_  
19 \_\_\_\_

PURCHASER \_\_\_\_\_

PURCHASER \_\_\_\_\_

(

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DECLARATION OF CONDOMINIUM

FOR

O.R. 5310 PAGE 625

CASTILLO DEL SOL, A CONDOMINIUM

SUBMISSION STATEMENT

SAN TERRA DEVELOPMENT, a partnership, organized and existing under the laws of the State of Florida (the "developer"), for itself, its successors, grantees and assigns, being the holder of fee simple title to the real property described in Exhibit "A", attached hereto and made a part hereof, hereby states and declares that said property is submitted to condominium ownership, pursuant to the requirements of Chapter 718 of the Statutes of the State of Florida, hereinafter sometimes referred to as the "Condominium Act", and does hereby file for record this Declaration of Condominium.

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

1. Name

1.01 The name of the condominium is: CASTILLO DEL SOL, A CONDOMINIUM (hereinafter referred to as the "Condominium").

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

2. Land

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

3. Definitions

The terms used in this declaration and in its exhibits, including the bylaws of the association, shall be defined in accordance with the provisions of Section 718.103 of the Condominium Act, and as follows unless the context otherwise requires:

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

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

3.03 "Board of directors" or "board" - means the board of administrators or other representative body responsible for administration of the association.

3.04 "Bylaws" - means the bylaws for the association existing from time to time.

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

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

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

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

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

3.10 "Condominium property" - means and includes the lands and personal property

that are subjected to condominium ownership, (or which may be subjected to condominium ownership as provided in this declaration) whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

3.11 "Declaration of condominium" or "declaration" - means the instrument or instruments by which a condominium is created, and such instrument or instruments as they are from time to time amended.

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

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

3.14 "Member" - means a unit owner who, as a result of this ownership, is a member of the association.

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

3.16 "Unit owner" or "owner of a unit" - means the owner of a condominium parcel.

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

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

#### 4. Description of the Condominium

It is the intention of the developer to develop the condominium to contain eighteen (18) condominium units as more particularly described and identified in Exhibits "A", "B", "C" and "D".

4.01 Completion of Construction: It is estimated that construction of the units will be completed by approximately June 1, 1982. Time share estates shall not be created with respect to any unit of the condominium property.

4.02 Land: The land which may ultimately become part of the condominium is described in Exhibit "A".

4.03 Number and General Size of Units: The property hereby submitted to condominium ownership as specifically described in Exhibit "A" attached hereto and by reference made a part hereof, shall contain eighteen units of an average size of approximately 1600 square feet per unit. Upon substantial completion of construction, a surveyor's certificate as required by Section 718.104 of the Condominium Act will be filed as an amendment to this declaration.

4.04 Percentage Ownership: Each unit's percentage ownership of the common elements and common surplus and liability for common expenses upon the submission of each phase to the condominium is set forth in Exhibit "B".

4.05 Recreation Facilities: The condominium will include the construction and completion of a swimming pool and deck as described and identified on Exhibit "C" attached hereto. The swimming pool and deck shall collectively sometimes be referred to as the "recreation facilities". The recreation facilities shall be owned as common elements by all the unit owners of the condominium. The developer will expend a minimum of \$1,000 for personal property to be provided for the recreation facilities. The developer reserves the right to increase or add to the recreation facilities at any time after the establishment of the condominium without the consent of the unit owners or the association.

4.06 Voting and Percentage Ownership: Each unit is entitled to one vote in the association. The ownership in the association attributable to each unit would be that unit's percentage ownership of the common elements as set forth in Exhibit "B".

4.07 Notice: Any notice by the developer to the owners of existing units in the condominium shall be by certified mail addressed to each unit owner at the address of his unit or at his last known address.

(In addition to any existing recorded easements):

OR 5310 PAGE 627

(1) Traffic for Additional Development: An easement shall exist for pedestrian traffic over, through, and across sidewalks adjacent to roadways to be constructed on the condominium property as may be intended and designated for such purposes and use, and for vehicular and pedestrian traffic over, through, and across such portions of the condominium property as may from time to time be paved and intended for such purposes, and such easements shall be for the use and benefit of possible future development of lands contiguous to the condominium property.

(2) Utilities: Blanket nonexclusive easements are reserved throughout the condominium property as may be required for utility services in order to adequately serve the condominium property. In the event any unit, recreation area, common or limited common elements encroaches upon any utility easement either granted or reserved hereby, by plat or otherwise, such encroachment shall entitle the owner or owners of such encroaching property and their mortgagees, if any, to an automatic nonexclusive easement on said utility easement for as long as such encroachment shall continue.

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

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

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

(6) Access: Each unit owner and any officer, agent, employee or designee of the association or member of the board of directors of the association shall have access across any limited common elements for the purpose of ingress and egress.

(7) Joint Use: Unit owners, their guests and invitees shall have a joint, mutual and nonexclusive easement for the use of the common elements, subject to the association rules and regulations governing the use of the common elements.

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

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

(10) Should the intended creation of any easement fail by reason of the fact that, at the time of creation, there may be no guarantee in being to have the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement and the unit owners designate the Developer or association as their lawful attorney-in-fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement.

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

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

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

finished floor.

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

(a) Exterior Building Walls: The intersecting vertical planes adjacent to and which include the undecorated interior surface of the outside walls of the unit building bounding the unit and fixtures thereon, and when there is attached to the building a balcony, terrace, patio, courtyard, open garden or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. No balconies, terraces, patios or courtyards shall be altered, extended or enclosed in any way whatsoever by a unit owner.

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

(c) Windows and Doors: Each unit includes the inside and outside all windows therein and the inside of all doors. The outside of doors are common elements.

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

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

5.01 The land described on Exhibit "A" and the improvements thereon, together with common elements and limited common elements constitute the condominium property. All floor plans and plot plans and all legends and notes thereon contained are incorporated herein and made a part hereof by reference.

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

5.03 Subject to any provisions of the bylaws of the association applicable thereto, each unit (and the owners thereof) shall be entitled to one vote in the conduct of the business of the association.

6. Condominium Parcels, Appurtenances, Possession and Enjoyment.

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

6.02 There shall pass with a unit as appurtenances thereto:

- (1) An undivided share in the common elements.
- (2) The right to use such portion of the common elements as is provided for herein.
- (3) An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

(4) An undivided share in the common surplus.

6.03 The owner of a unit is entitled to the exclusive possession of his unit. He shall be entitled to use the common elements in accordance with the purposes for which they are intended but no such use shall hinder or encroach upon the lawful rights of the owners of other units.

7. Restraint Upon Separation and Partition of Common Elements.

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

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

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

#### 8. Common Elements.

8.01 Common elements include within their meaning the following items:

(1) The land on which the improvements are located and any other land included in the condominium property, whether or not contiguous.

(2) All parts of the improvements which are not included within the units.

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

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

(5) Installations for the furnishings of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation.

(6) The property and installation in connection therewith required for the furnishing of services to more than one unit or to the common elements.

(7) Elevators and elevator shaft, and stairwells if used in any building.

(8) Manager's office, if any.

(9) The recreational improvements and unassigned parking areas.

(10) Lighting fixtures utilized to illuminate the common elements.

(11) Any portion or portions of the condominium property not included in the units or designated a limited common element.

(12) Any assigned parking spaces shall be a limited common element which will be an appurtenance to the unit assigned and the ownership of the unit and ownership of the assigned space(s) shall not be separated. The ownership of the additional space(s) shall be a limited common element but nothing herein contained shall preclude the conveyance or transfer of the additional space(s) to another unit owner. Patios, storage areas, entrance ways and stairs may also be limited common elements if so designated as appurtenant to owner's unit.

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

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

#### 9. Amendment of Declaration.

9.01 This declaration may be modified or amended by notice of the subject matter of the proposed amendment being included in the notice of any meeting at which a proposed amendment is considered. An amendment may be proposed by either the board or by seventy-five (75%) percent of the members of the association. A resolution adopting a proposed amendment must bear the approval of not less than seventy-five (75%) percent of the entire membership of the board of directors and sixty-six and two thirds (66-2/3%) percent of the members of the association.

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

9.03 A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the association with the same formality as that of a deed. The amendment shall be effective.



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

9.05 Anything herein to the contrary notwithstanding, the developer expressly reserves the right to amend this declaration in order to correct any legal description contained herein which may be incorrect by reason of a scrivener's or surveyor's error. Such error may be, among other things, the failure to designate an appropriate undivided share of the common expenses or that all of the common expenses or interest in the common surplus or all of the common elements in the condominium have not been distributed in this declaration such that the sum total of the shares of common elements which have been distributed or the sum total of shares of the common expenses or ownership of common surplus fail to equal one hundred (100%) percent or if more than one hundred (100%) percent of common elements or common expenses or ownership of the common surplus shall have been distributed. The developer may amend this declaration as aforesaid by filing an amended legal description (or descriptions) as an amendment to this declaration among the public records of Pinellas County, Florida, which amendment (or amendments) shall expressly describe the legal description which is being corrected (by reference to the exhibit containing said legal description or otherwise) in addition to the corrected legal description. Such amendment (or amendments) need be executed and acknowledged only by the developer and need not be approved by the association, unit owners, lienors, or mortgagees of units of the condominium, except for the written consent of the affected mortgagees. As part of any such amendment, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be the scrivener or the surveyor, which affidavit shall set forth that: (1) said individual made an error in the legal description, (2) the error is corrected by the description contained in the amendment, and (3) it was the intent at the time of the incorrect original legal description to make that description such as is contained in the new amendment.

#### 10. Termination of Condominium.

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

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

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

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

#### 11. Equitable Relief.

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

#### 12. Enforcement of Maintenance.

In the event the owner of a unit fails to maintain the unit as required herein or otherwise violates the provisions hereof, (including but not limited to the rules and regulations of the association) the association shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or the association shall have the right to assess the unit owner and the unit for the necessary sums to put the unit in good condition, to collect such assessment and have a lien for same as provided in paragraph 17 herein. After such assessment, the association, its employees, or agents shall have the right to enter the unit and do the necessary work to enforce compliance with the above provisions.

There may be limited common elements appurtenant to each of the units in this condominium, such as assigned parking spaces, patios, and storage areas, and boat docks, if added, as shown and reflected on the Floor and Plot Plans set forth on Exhibit C and D attached hereto and in paragraph 8.01(12) hereof. These limited common elements are reserved for the use of the units appurtenant thereto or unit assigned to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the limited common elements so appurtenant. Expenses of maintenance, repair and replacement relating to the surfaces of such limited common elements shall be borne by and assessed against the individual unit owner, except for the maintenance expense for all parking spaces, walkways and sidewalks which shall be considered common elements for the purpose of cost of repair and maintenance. No limited common element may be sold or leased independent from a unit.

#### 14. Insurance.

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

**14.01 Liability Insurance:** The association shall obtain public liability and property damage insurance covering all of the common elements of the condominium, and insuring the association and the common owners, and its and their interests appear, in such amount as the board of directors of the association may determine from time to time, provided that the minimum amount of coverage shall be \$100,000/\$300,000/\$10,000. Said insurance shall include, but not be limited to, water damage (but not if caused by an owner's negligence), legal liability, hired automobile, non-owned automobile, and off-premises employee coverages. All liability insurance shall contain cross-liability endorsement to cover liabilities of the unit owners as a group to a unit owner. Premiums for the payment of such insurance shall be paid by the association and charged as a common expense.

**14.02 Casualty Insurance:** The association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the condominium, including personal property owned by the association, in and for the interest of the association and all unit owners and their mortgagees, as their interests may appear, in a company acceptable to the board of directors of the association, in an amount equal to the maximum insurable replacement value, as determined annually by the board of directors of the association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the association and be charged as common expense. The company or companies, with which the association shall place its insurance coverage as herein provided, must be good and responsible companies, authorized to do business in the State of Florida.

**14.03 Loss Payable Provision - Insurance Trustee:** All policies purchased by the association shall be for the benefit of the association, all unit owners, and their mortgagees, as their interests may appear. Such policies shall be deposited with the Insurance Trustee (as hereinafter defined), who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to Pioneer Federal Bank, St. Petersburg, Florida, Trustee, or to any other bank in Florida with trust powers, (which Trustee is herein referred to as "Insurance Trustee"). The Insurance Trustee shall be entitled to receive a reasonable fee for services rendered herein. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal, the sufficiency of policies, the failure to collect any insurance proceeds, nor the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes herein stated, and for the benefit of the association, the unit owners, and their respective mortgagees (hereinafter sometimes collectively referred to as "beneficial owners"), in the following shares but such shares need not be set forth upon the records of the Insurance Trustee:

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

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

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

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

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

14.04 Distribution of proceeds: Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee in the following manner:

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

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

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

14.05 Loss Within a Single Unit: If loss shall occur within a single unit without damage of the common elements, the insurance proceeds shall be distributed to the beneficial unit owner with remittances to said unit owner and his mortgagee being payable jointly. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by the same; provided, however, such remittance shall be made solely to an institutional first mortgagee in the event its mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. Upon the payment of such remittance, the unit owner shall be fully responsible for the remittance of his unit.

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

(1) The board of directors of the association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

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

(3) Subject to the provisions of subparagraph (8) herein, if the damage or loss involves any individual unit as well as the common elements, or if the damage is limited to the common elements alone, but is in excess of \$3,000, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the association. All payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee, and execute any affidavit required by law or by the association, or the Insurance Trustee, and deliver same to the Insurance Trustee.



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

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

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

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

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

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

(a) If the net insurance proceeds available for restoration and repair, together with funds to be advanced by unit owners to replace insurance proceeds paid over to the institutional first mortgagees, are sufficient to cover the cost thereof so that no special assessment is required, then the condominium property shall be restored and repaired unless three-fourths (3/4) of the total votes of the members of the condominium shall vote to abandon the condominium, in which case the condominium property shall be removed from the provisions of the law, in accordance with Section 718.117 of the Condominium Act.

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

(c) Unless it is determined to abandon the condominium the association shall proceed to negotiate and contract for such repairs and restoration, subject to

the provisions set forth above. The special assessment funds shall be delivered by the association to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property, as hereinabove provided. To the extent that any insurance proceeds are paid over to institutional first mortgagees, and in the event it is determined not to abandon the condominium and to vote a special assessment, the unit owner shall be obligated to replenish the funds so paid over to his mortgagee, and said unit owner and his unit shall be subject to special assessment for such sums.

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

14.08 Surplus: It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the board of directors. In the event of distribution, then the Insurance Trustee shall distribute any such balance to the beneficial owners of the fund in the manner elsewhere stated.

14.08 Certificate: The Insurance Trustee may rely upon a certificate of the association, certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee, the association forthwith shall deliver such certificate.

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

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

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

14.13 Workmen's Compensation: The association shall obtain a workmen's compensation policy to meet the requirements of law.

14.14 Other Insurance: The association shall obtain such other insurance as the board of directors of the association shall determine from time to time to be desirable.

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

14.16 Anything in this Article 14 to the contrary notwithstanding, an institutional first mortgagee shall always be entitled to receive, in reduction of its mortgage debt, that portion of insurance proceeds, apportioned to its mortgaged unit in the same share as the share in the common elements appurtenant to such unit, in the event: (a) its mortgage is not in good standing and is in default; (b) the insurance proceeds are not sufficient to complete restoration, reconstruction or repair and the association has not made additional funds available for such purpose; or, (c) the association is determined to restore, repair, or reconstruct the improvements in a manner or condition substantially different from that existing prior to the casualty and such mortgagee has not consented in writing to such change or alteration.

#### 15. Sale, Rental, Lease or Transfer; Use Restrictions.

15.01 In the event any unit owner wishes to sell, transfer, rent or lease his unit, the association shall have the right to purchase, rent or lease said unit, upon the same conditions as are offered by the unit owner to a third person. Any attempt to sell,

rent or lease said unit without prior approval of the association shall be deemed a breach of this declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon any purchaser, tenant or lessee; provided, however, any deed or lease may be validated by subsequent approval of the association in the event of a sale or lease without prior approval as herein provided.

15.02 Should a unit owner wish to sell, transfer, lease or rent his condominium unit, he shall, after accepting an offer to purchase, sell, lease or rent his condominium unit subject to approval of the association, deliver to the board of directors of the association a written notice containing the terms of the accepted offer, the name and address of the person(s) to whom the sale, lease, or transfer is to be made and such other information (to be requested within five (5) days from receipt of such notice) as may be requested by the board of directors of the association.

15.03 The board of directors of the association, within ten (10) days after receiving such notice and such supplemental information as is required by the board of directors, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit (or mailed to the place designated by the unit owner in his notice), designate the association, or one or more persons, other than unit owners, who are willing to purchase, lease or rent upon the same terms as those specified in the unit owner's notice.

15.04 The stated designee of the board of directors shall have fourteen (14) days from the date of the notice sent by the board of directors within which to make a binding offer to buy, lease or rent upon the same terms and conditions specified in the unit owner's notice. Thereupon, the unit owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the board of directors. Failure of the board of directors to designate such person(s) or failure of such person(s) to make such binding offer within the said fourteen (14) day period shall be deemed consent by the board of directors to the transaction specified in the unit owner's notice, and the unit owner shall be free to consummate the accepted offer specified in his notice, and sell, lease or rent said interest pursuant thereto to the purchaser or tenant named therein within sixty (60) days after his notice was given.

15.05 In the event the sale to a third party is approved by the board of directors of the association but is not ultimately consummated or the unit owner withdraws the accepted offer from the review of the association or rejects the offer of the stated designee of the association, the unit owner may not sell, lease or rent his unit without further complying with the terms and conditions of this Article 15.

15.06 The consent of the board of directors of the association shall be in proper recordable form, signed by two officers of the association and shall be delivered to the purchaser or lessee. Should the board of directors fail to act, as herein set forth, and within the time provided herein, the board of directors of the association shall, nevertheless, thereafter prepare and deliver its written approval in proper recordable form, as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the board of directors as herein set forth.

15.07 No unit owner may lease or rent a unit for a lease period of less than thirty (30) consecutive days. The association shall have the right to require that a substantially uniform form of lease be used or, in the alternative, the board of directors' approval of the lease form to be used shall be required. After approval, as herein set forth, entire units may be rented provided the occupancy is only by the lessee, his family and guests. No individual rooms may be rented. For each unit leased there is a limit of occupancy of two (2) individuals for each water closet in the unit.

15.08 If a corporate entity is the owner of a unit, it may designate the occupants of the units as it desires and for such period of time as it desires without compliance with the provisions of this Article 15. However, all persons designated by the corporate entity to occupy the unit shall be approved by the association.

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

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

15.11 This Article shall not be applicable to the developer which is irrevocably empowered to sell, lease or rent condominium units to any lessee or purchasers. The said developer shall have the right to transact any business necessary to consummate sales of said units, including, but not limited to the right to maintain model units, have

signs, employees in offices, use the common elements and units. Sales offices signs and all pertaining to sales shall not be considered common elements and shall remain the property of the developer.

15.12 Use Restrictions: The use of the condominium property shall be in accordance with the following provisions so long as the condominium exists and so long as the condominium buildings exist in a useful condition on the land.

(1) Condominium Units: Each of the condominium units shall be occupied only by a single family and guests, as a residence and for no other purpose. Except as reserved to Developer before sale, no unit may be divided or sub-divided into a smaller unit, nor any portion thereof sold or otherwise transferred, without first properly amending this declaration to show the changes in the units to be affected thereby.

(2) Common Elements: The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the condominium unit.

(3) Nuisances: No nuisances shall be allowed upon the condominium property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit the use of his unit or make any use of the common elements which would increase the rate of insurance upon the condominium property.

(4) Lawful Use: No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modifications or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property.

(5) Leasing: Entire units may be rented provided the occupancy is only for the lessee and his family or guests. No rooms may be rented except as part of leasing of an entire unit. Leases shall not be for periods of less than 30 days.

(6) Regulations: Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the board of directors of the association, provided said regulations do not conflict with this declaration or the by-laws. Copies of such regulations and amendments thereto shall be furnished by the association to all owners and residents of the condominium upon request.

(7) Mortgage: No owner may mortgage his condominium unit interest without the approval of the association except to a bank, life insurance company, a savings and loan association, recognized institutional lender, or to a financially responsible individual to secure a portion or all of the purchase price. The approval of any other mortgage may be conditioned by the association or may be arbitrarily withheld.

## 16. Limitation of Liability.

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

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

## 17. Liens.

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

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

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

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

18. The Association's Articles of Incorporation and By-Laws.

The operation of the condominium property shall be governed by the articles of incorporation and bylaws of the association, copies of which are included in the condominium documents as Exhibits "2" and "3", respectively and are incorporated herein by this reference. The articles of incorporation and bylaws may be modified or amended as provided in said documents. No amendment to the bylaws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel. Defects or omissions in the bylaws shall not affect the validity of the condominium or the title to condominium units.

19. Membership in Association.

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

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

20. The Association, its Powers and Responsibilities.

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

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

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

20.04 The powers and duties of the association shall include those set forth in the articles of incorporation and bylaws of the association as well as all of the powers and duties set forth in the Condominium Act.

20.05 When the board of directors of the association is not controlled by the developer, the association shall have the authority and power to maintain a class action and to settle and cause of action on behalf of the unit owners with reference to matters of common interest, including but not limited to, the common elements, the roof and structural components of a building or other improvement and mechanical, electrical and plumbing elements serving an improvement or building, as distinguished from mechanical elements serving only a unit. In any case in which the association has the authority and the power to maintain a class action, the association may be joined in an action as representatives of the same class with reference to litigation and disputes involving the matters for which the association could bring a class action.

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

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

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

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

21.01 The maintenance of the common elements as defined herein together with the assigned parking spaces, if any; fences, railings or other decorative enclosures surrounding balconies, terraces, patios and courtyards; entry stairs and porches shall be the responsibility of the association.

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

21.03 No unit owner shall make any alterations in the portions of the improvement of the condominium which are to be maintained by the association, nor to remove any portion thereof, or make any addition thereto, or do any work which would jeopardize the safety or soundness of the building containing his unit, impair any easement or make any alteration change, or addition to any patios, balconies, terraces, garden or courtyard except as provided herein or in the bylaws of the association.

22. Common Expenses and Common Surplus.

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

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

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

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

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

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

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

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

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

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

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

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

23.03 The board of directors of the association, in its complete discretion, shall have authority to impose interest on assessments and installments thereon not paid when due at a rate not in excess of eighteen (18%) percent per annum.

23.04 The association shall have a lien on each condominium parcel for any unpaid assessments and interest thereon against the unit owner of such condominium parcel until paid. Such lien shall also secure the costs of recording the claim of the lien and all court costs, including, but not limited to, filing and service of process fees, and reasonably attorney's fees incurred by the association incident to the collection of such assessment.



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

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

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

23.06 Where a mortgagee of a first mortgage of record, or other purchaser, of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or where an institutional mortgagee of record accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title and its successors and assigns, shall not be liable for the share of common expenses or assessments by the association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure, or acceptance of such deed in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer, its successors and assigns. A mortgagee acquiring title to a condominium parcel as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such parcel whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

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

23.08 Any unit owner shall have the right to require from the association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which it has a lien.

23.09 The association, acting through its board of directors, shall have the right to assign its claim and lien right for the recovery of any unpaid assessments to the developer or to any unit owner or group of unit owners, or to any third party.

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

23.11 Except as set forth in Section 23.06, no unit owner may be excused from the payment of his proportionate share of the common expense of a condominium unless all unit owners are likewise proportionately excused from such payment, except in the following case:

(1) The developer may be excused from the payment of the share of the common expenses and assessments related thereto for a period subsequent to the recording of the declaration and terminating not later than the first day of the fourth calendar month following the month in which such declaration is recorded, or for a period terminating with the first day of the month of the fourth succeeding calendar month after the closing of the purchase and sale of any condominium to a unit owner who is not the developer, the nominee of the developer, or a substitute or alternative developer, whichever shall be the later date; or

(2) The developer may be excused from the payment of his share of the common expenses in respect of those units during such period of time that it shall have guaranteed that the assessment for common expenses of the condominium imposed upon the unit owners other than the developer making the guarantee shall not increase over a

22  
stated dollar amount and obligate himself to pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other unit owners (including any initial payment towards the working capital of the association).

24. Annual Assessment.

O.R. 5310 PAGE 640

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

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

25. Obligations of Unit Owners.

Each unit owner, the guests, invitees, or tenants of every unit owner shall have an obligation and duty to comply with terms of this declaration as well as the bylaws and rules and regulations of the association.

26. Transfer of Association Control.

The election of unit owners other than the developer to the board of directors of the association as well as the transfer of control of the association to the unit owners other than the developer shall be as is provided under Section 718.301 of the Condominium Act and the bylaws of the association.

27. Miscellaneous.

27.01 If any provisions of this declaration, or any document included in this Prospectus or of the Condominium Act, or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of this declaration, the bylaws attached or the Condominium Act, and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

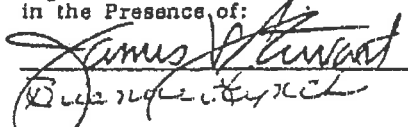
27.02 Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of condominium in accordance with the laws made and provided for the same.

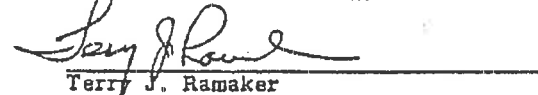
27.03 This declaration and all exhibits thereto shall be binding upon and inure to the benefit of each unit owner, their heirs, personal representatives, successors, assigns, and grantees and any and all persons claiming by, through or under any unit owners.

IN WITNESS WHEREOF, SAN TERRA DEVELOPMENT, a general partnership, caused this Declaration of Condominium to be signed this 20th day of April, 1981.

Signed, Sealed and Delivered  
in the Presence of:

SAN TERRA DEVELOPMENT

  
James V. Stewart

  
Terry J. Ramaker

  
David Stauffacher

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 20th day of April, 1981, by Terry J. Ramaker and David Stauffacher, as partners of San-Terra Development on behalf of the partnership.

  
Notary Public

My Commission Expires: Notary Public, State of Florida at Large  
My Commission Expires Jan. 22, 1983  
Bonded by American Life & Casualty Company



O.R. 5310 PAGE 641

## JOINDER OF MORTGAGEE

PIONEER FEDERAL SAVINGS AND LOAN ASSOCIATION, formerly known as, CLEARATER FEDERAL SAVINGS AND LOAN ASSOCIATION, herein called "Mortgagee", the owner and holder of a mortgage encumbering the following lands in Pinellas County, Florida:

See Exhibit "A" as attached to Declaration of Condominium which mortgage is recorded in O.R. Book 5212, Page 928 of the Public Records of Pinellas County, Florida, to the extent that it may be required to do so under the laws of the State of Florida, joins in the making of this foregoing Declaration of Condominium of CASTILLO DEL SOL, and the mortgagee agrees that the lien of said mortgage shall hereafter be upon each and every parcel and common elements pertaining thereto set forth and referred in said Declaration.

Witness:

*Patricia E. Vasca*  
*Florence J. Gayer*

PIONEER FEDERAL SAVINGS  
AND LOAN ASSOCIATION

By:

*Richard E. Ellegard*  
RICHARD E. ELLEGARD, VICE-PRESIDENT

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 17th day of February, 1982, by RICHARD E. ELLEGARD, VICE-PRESIDENT, as President of PIONEER FEDERAL SAVINGS AND LOAN ASSOCIATION, on behalf of said corporation.

*Patricia A. Fick*  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES DEC 28 1985  
BONDED \$1000 GENERAL INS. # 000000000000

JOINDER OF CONDOMINIUM ASSOCIATION

SAN TERRA DEVELOPMENT CONDOMINIUM ASSOCIATION, INC., herein referred to as the ASSOCIATION, to the extent that it may be required to do so under the laws of the State of Florida, joins in and approves the making of this foregoing Declaration of Condominium of CASTILLO DEL SOL, A CONDOMINIUM and consents to the terms and conditions contained therein.

Signed, Sealed and Delivered  
in the Presence of:

SAN TERRA DEVELOPMENT CONDOMINIUM ASSOCIATION, INC.

*[Signature]*  
*[Signature]*

*[Signature]*  
Terry D. Ramaker, President

Attest: *[Signature]*  
David Stauffacher, Secretary

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me, the undersigned authority, personally appeared TERRY J. RAMAKER and DAVID STAUFFACHER, as President and Secretary, respectively, of SAN TERRA DEVELOPMENT CONDOMINIUM ASSOCIATION, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Joinder of Condominium Association and severally acknowledged the execution thereof to be their free act and deed as such officers, and for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 27<sup>th</sup> day of April, 1982.

*[Signature]*  
Notary Public  
My Commission Expires: May 22, 1984

Notary Public, State of Florida at Large  
My Commission Expires Jan. 22, 1984  
(Printed by computer. Not to be removed)

LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY  
(EXHIBIT A)

Parcel 9B

That certain parcel of land lying in and being part of Lot 8, Block 25 of "TIERRA VERDE UNIT ONE, SECOND REPLAT" according to the plat thereof as recorded in Plat Book 58, Pages 90 through 94, inclusive, of the Public Records of Pinellas County, Florida.

Being more particularly described as follows:

Commence at the most Easterly corner of Lot 2, Block 25, said point being on the Westerly right of way line of Pinellas Bayway, as shown on said plat of "TIERRA VERDE UNIT ONE, SECOND REPLAT" run then S 30° 52' 53" W along said Westerly right of way line for a distance of 88.41 feet to the point of curvature of a circular curve to the left having a radius of 5797.58 feet; thence run Southerly along said Westerly right of way line and the arc of said curve through a central angle of 25° 59' 52" for a distance of 2615.48 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; continue thence along said Westerly right of way line and the arc of said circular curve through a central angle of 01° 11' 18" for a distance of 120.18 feet; thence leaving said Westerly right of way line, N 86° 09' 15" W, radial to said curve, for a distance of 200.00 feet to a point on the arc of a circular curve, said curve being concentric to aforesaid circular curve and having a radius of 5997.58 feet; thence run Northerly along the Westerly lot line and the arc of said curve through a central angle of 01° 11' 16" for a distance of 124.33 feet; thence S 84° 57' 58" E radial to said curve for a distance of 200.00 feet to the Point of Beginning.

Containing 0.58 acres more or less

Parcel 10E

That portion of Lot 10, Block 25 of TIERRA VERDE UNIT ONE, SECOND REPLAT, according to the plat thereof recorded in Plat Book 58, Pages 90 through 94, inclusive, of the Public Records of Pinellas County, Florida, being more particularly described as follows:

BEGIN at the Northwest corner of said Lot 10; thence run S 18° 30' 10" W, along the Westerly boundary thereof, a distance of 142.81 feet; thence leaving said Westerly boundary, run S 87° 27' 57" E a distance of 237.72 feet to a point on the Westerly right of way line of Pinellas Bayway, also known as State Road No. 683. The same being a point on a circular curve, concave in an Easterly direction having a radius of 5797.58 feet, said point bearing N 87° 27' 57" W from the center of said curve; then run Northerly along said right of way line and the arc of said curve, through a central angle of 01° 18' 42" a distance of 132.73 feet to a point intersecting the North line of said Lot 10; thence run N 86° 09' 15" W, along the North boundary line of said Lot 10, a distance of 200.00 feet to the Point of Beginning.

PLAT PLAN AND SURVEY  
(EXHIBIT C)

OR.531C PAGE 045

0645

PERCENTAGE OF OWNERSHIP TABLE  
RELATING TO COMMON ELEMENTS  
(EXHIBIT B)

There will be twelve townhouses and six penthouses. Each townhouse will have a percentage of ownership relating to the common elements of .056005. Each penthouse will have a percentage of ownership relating to the common elements of .054858.

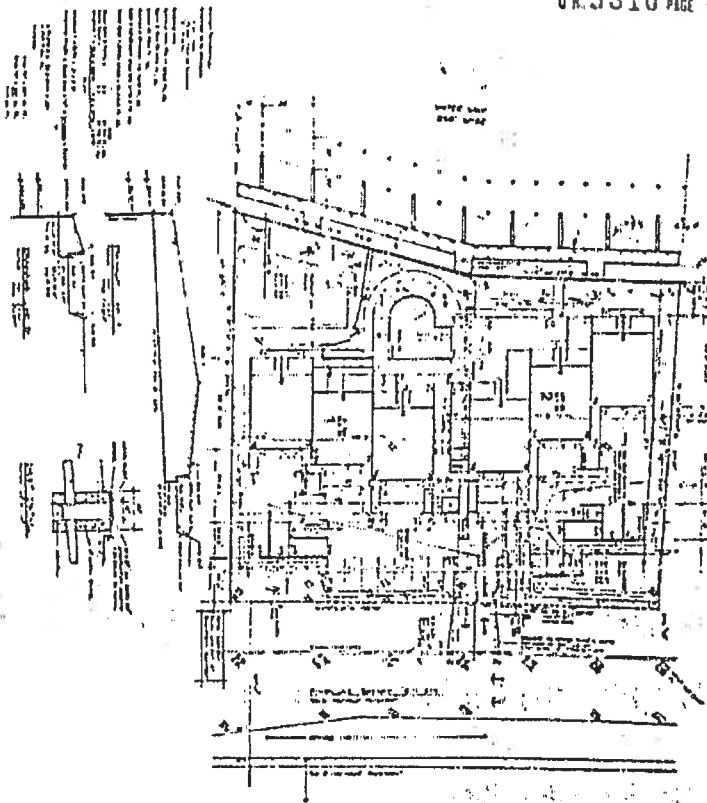
A townhouse will be designated by a "T" preceding the unit number. A penthouse will be designated by a "P" preceding the unit number.

The following schedule reflects the percentage of ownership relating to common elements of each unit.

|     |              |         |
|-----|--------------|---------|
| 832 | Townhouse 1  | .056005 |
| 832 | Townhouse 2  | .056005 |
| 932 | Penthouse 1  | .054858 |
| 836 | Townhouse 3  | .056005 |
| 838 | Townhouse 4  | .056005 |
| 838 | Penthouse 2  | .054858 |
| 838 | Townhouse 5  | .056005 |
| 838 | Townhouse 6  | .056005 |
| 838 | Penthouse 3  | .054858 |
| 842 | Townhouse 7  | .056005 |
| 842 | Townhouse 8  | .056005 |
| 842 | Penthouse 4  | .054858 |
| 846 | Townhouse 9  | .056005 |
| 846 | Townhouse 10 | .056005 |
| 846 | Penthouse 5  | .054858 |
| 850 | Townhouse 11 | .056005 |
| 850 | Townhouse 12 | .056005 |
| 850 | Penthouse 6  | .054858 |

0646

⊕  
SITE PLAN



1. The site plan shows the layout of the proposed development, including the location of the main building, parking areas, and landscaping. The plan is oriented with North at the top.

2. The main building is located in the center of the site and consists of several interconnected structures. The building is designed to provide a total of 100,000 square feet of space.

3. The parking areas are located to the north and east of the main building. There are a total of 150 parking spaces provided for the development.

4. The landscaping is designed to provide a high-quality environment for the development. The plan includes a variety of trees, shrubs, and lawns.

5. The site plan also shows the location of the proposed access roads and the existing infrastructure. The development is designed to be easily accessible from the surrounding area.



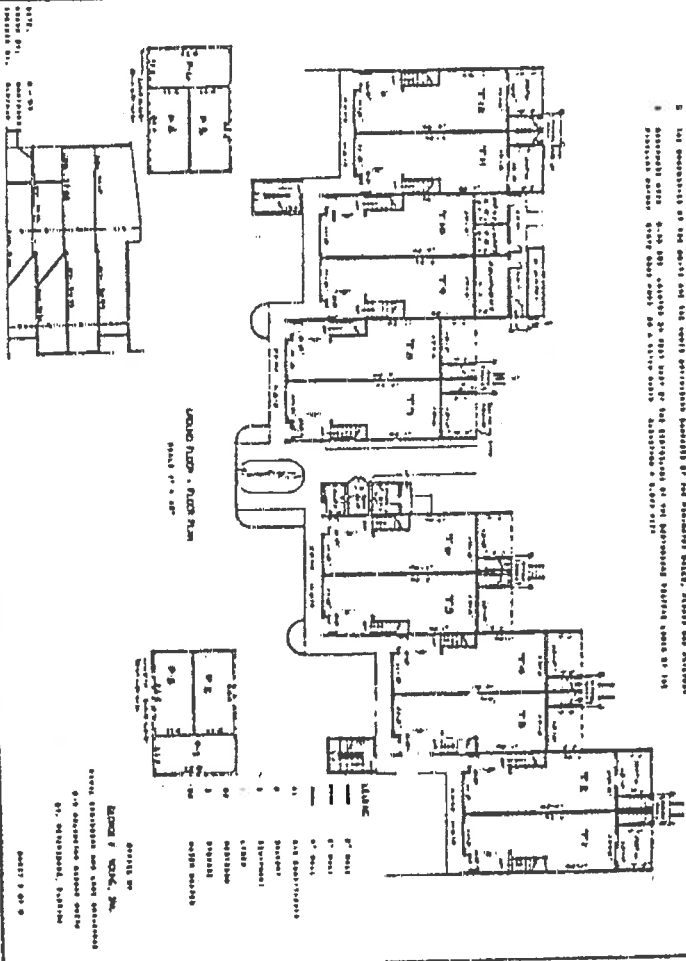




# CASTILLO DEL SOL, A CONDOMINIUM

SECTION 20 TOWNSHIP 2 N. R. 7 E. RANGE 20 EAST TOWNSHIP 2 N. R. 7 E. RANGE 20 EAST

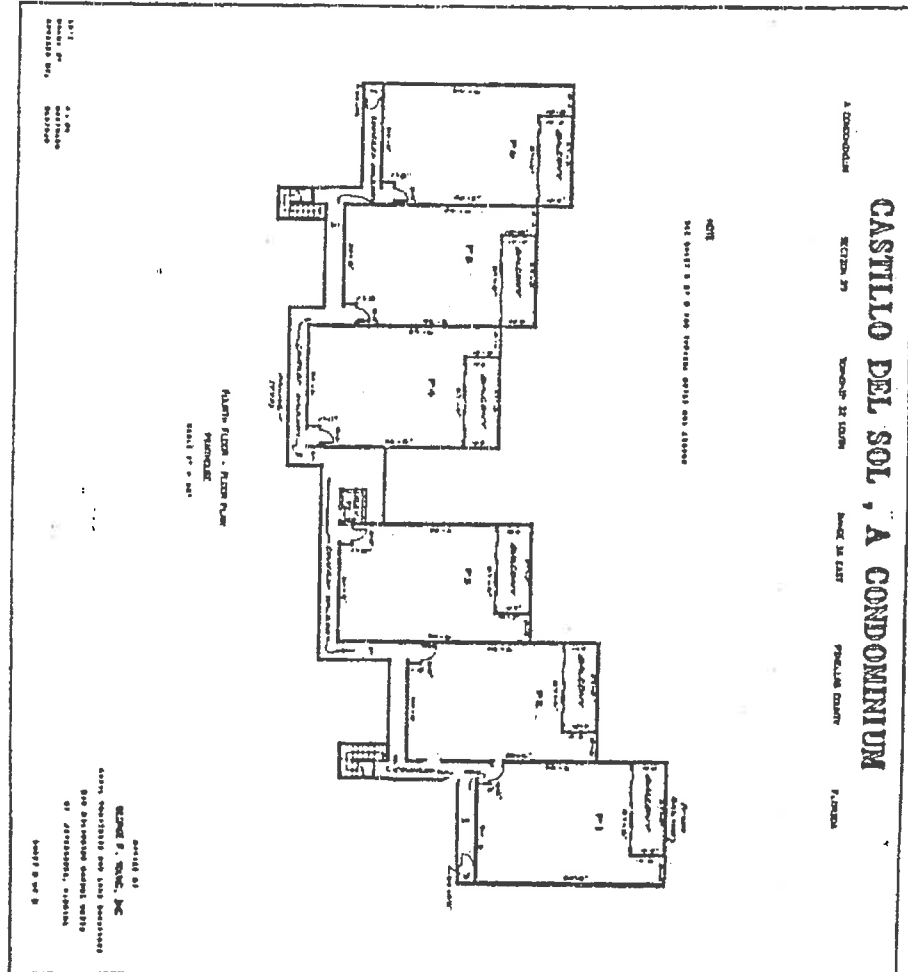
ALL EXISTING HIGH WAYS TO BE REMOVED AND REPLACED BY NEW HIGHWAYS TO BE BUILT BY THE  
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DESIGNED BY  
 ARCHITECTS & ENGINEERS  
 1000 AVENUE OF THE STARS  
 SUITE 1000  
 WASHINGTON, D.C. 20004





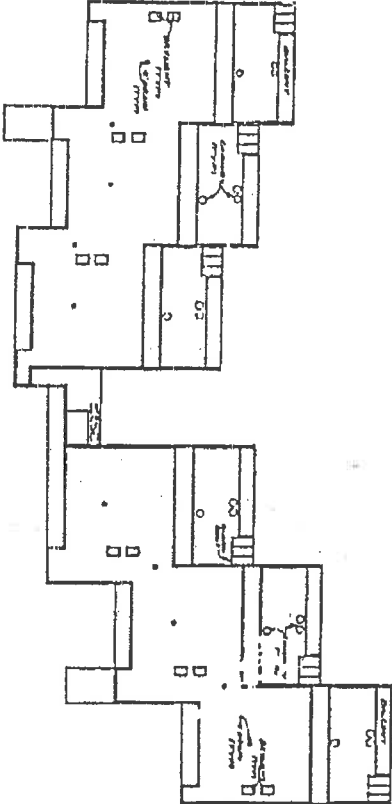


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# CASTILLO DEL SOL, A CONDOMINIUM

A CONDOMINIUM SECTION 20 TOWNSHIP 22 NORTH RANGE 34 EAST TOWNSHIP 22 NORTH

NOTE:  
SEE SHEET 5 OF 6 FOR CONTINUED, SEE SHEET 6 FOR LEGEND



SEE SHEET 5 OF 6 FOR CONTINUED, SEE SHEET 6 FOR LEGEND

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

DESIGNED BY  
D. J. HARRIS, INC.  
11111 111TH AVE. S.W.  
ALUMINUM, ALABAMA

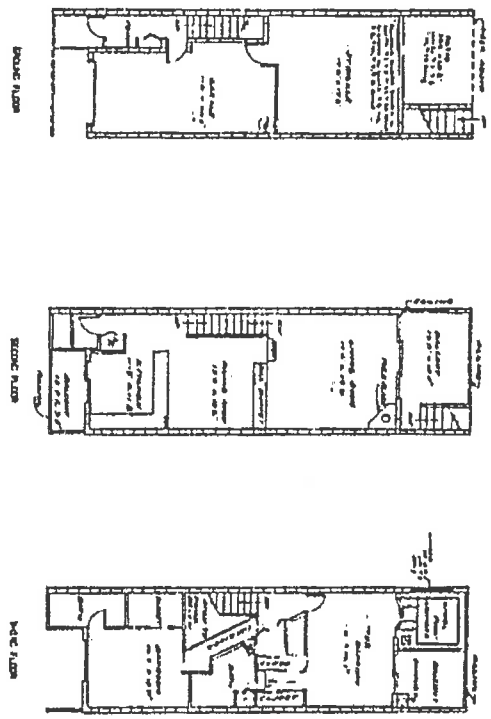
SCALE: 1/4" = 1'-0"

CHB

# CASTILLO DEL SOL, A CONDOMINIUM

A DEVELOPER SECTION 29 22-00' BY 24' 00' 100' BY 10' 00' 100' BY 10' 00' 100' BY 10' 00'

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



UNIT 1  
10' x 10' 00"  
10' x 10' 00"  
10' x 10' 00"

UNIT 2  
10' x 10' 00"  
10' x 10' 00"  
10' x 10' 00"

UNIT 3  
10' x 10' 00"  
10' x 10' 00"  
10' x 10' 00"

UNIT 4  
10' x 10' 00"  
10' x 10' 00"  
10' x 10' 00"

A

RECEIVED

# CASTILLO DEL SOL, A CONDOMINIUM

A DEVELOPER

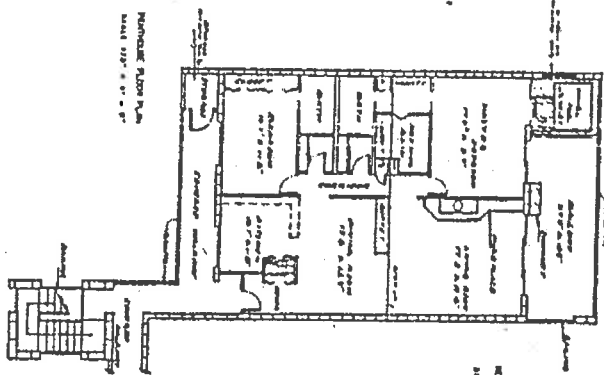
UNITED STATES

PROPERTY IN SOLAR

UNIT 101

PROPERTY OWNER

APPROVED



UNITED STATES  
PROPERTY IN SOLAR

UNIT 101

PROPERTY OWNER

UNIT 101

UNIT 101

UNIT 101

UNIT 101

FLOOR PLANS  
(EXHIBIT D)

08.5010 PAGE 856

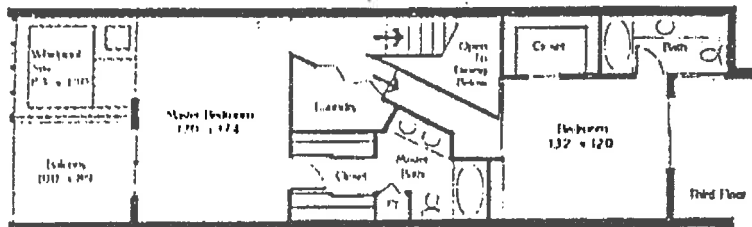
08.5010



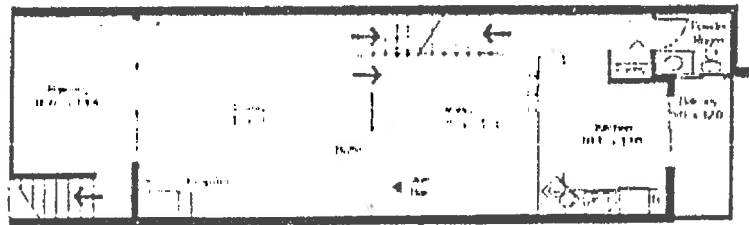
**PLATE 2**



PENTHOUSE

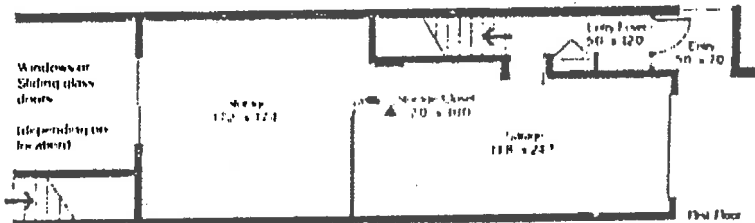


|             |              |
|-------------|--------------|
| Living Area | 1708 sq. ft. |
| Balcony     | 300 sq. ft.  |



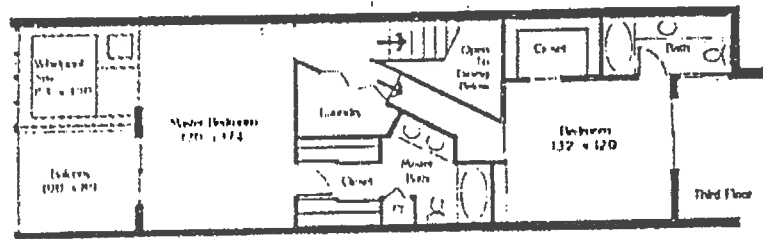
### Second Floor

|         |             |
|---------|-------------|
| Storage | 318 sq. ft. |
| Garage  | 309 sq. ft. |

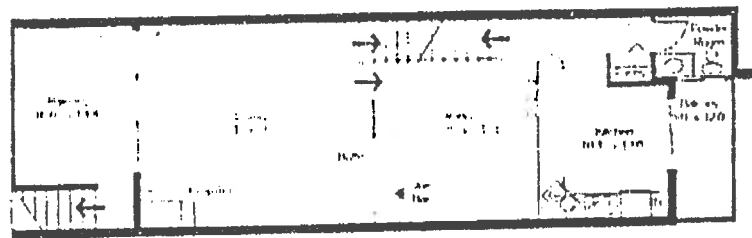


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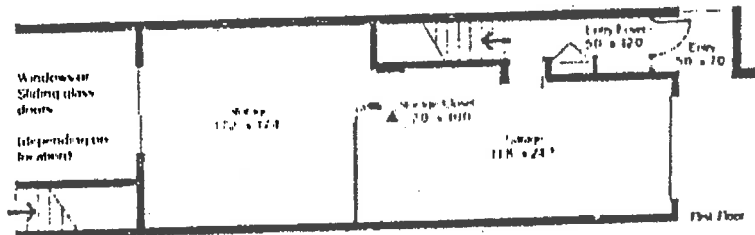
Total Area 2635 sq. ft.  
TOWNHOUSE



Living Area 1708 sq. ft.  
Balcony 300 sq. ft.



Storage 318 sq. ft.  
Garage 309 sq. ft.



Total Area 2635 sq. ft.  
TOWAL HOUSE

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BY-LAWS OF SAN TERRA DEVELOPMENT CONDOMINIUM ASSOCIATION, INC.  
INCLUDING RULES AND REGULATIONS  
(EXHIBIT 3)

SAN TERRA DEVELOPMENT CONDOMINIUM ASSOCIATION, INC.

A Florida Non-Profit Corporation

1. Identity. These are the By-Laws of San Terra Development Condominium Association, Inc., a Florida non-profit corporation, hereinafter called the Association, the Articles of Incorporation of which were filed in the office of the Secretary of State on the day of \_\_\_\_\_, 1981. The Association was organized for the purpose of administering CASTILLO DEL SOL, A CONDOMINIUM (hereinafter called the Condominium), pursuant to the Condominium Act, located upon land in Pinellas County, Florida (said land being described more fully in the Declaration of Condominium for CASTILLO DEL SOL, A CONDOMINIUM).

1.1 Principal Office. The principal office of the Association shall be at 208 Phillips Boulevard, Sauk City, Wisconsin 53583, or at such other place as may be designated subsequently by the Board of Directors.

1.2 Definitions. The basic definitions used herein shall be the same as listed in the Declaration of Condominium of which these By-Laws are a part.

1.3 Fiscal Year. The fiscal year of the Association shall be the calendar year.

2. Directors.

2.1 Number and Term. The number of Directors which constitute the whole board shall not be less than three nor more than five. Until succeeded by Directors elected at the first annual meeting of the Owners, Directors need not be owners; thereafter, all Directors shall be Owners. Three Directors shall be elected at the first Annual Meeting of the Owners with new elections at each subsequent Annual Meeting. Each Director shall serve until the election of his successor is complete.

2.2 Initial Directors. The initial Directors of the Association shall be the ones designated in the Articles of Incorporation, and said Directors shall manage the Condominium until they are replaced in the event of resignation or death or until they are replaced by the owners as follows:

A. When unit owners other than the developer own more than 15% of the condominium units to be operated by the association, they may elect one-third of the members of the board of directors at a special or annual meeting as described below; and

B. Unit owners other than the developer may elect a majority of the members of the board of directors at the earlier of the following:

1. Three years after 50% of the units that will be operated ultimately by the association have been conveyed to purchasers;

2. Three months after 90% of the units that will be operated ultimately by the association have been conveyed to purchasers;

3. When all units that will be operated by the association have been completed, some units having been conveyed to purchaser and no others are offered for sale by the developer in the ordinary course of business; or

4. When some of the units have been conveyed to purchasers and no others are being constructed or offered for sale by the developer in the ordinary course of business.

2.3 Vacancy and Replacement. If the office of any Director or Directors become vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum at a special meeting of Directors 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.

2.4 Removal. Directors may be removed by an affirmative vote of a majority of the Owners. No Director shall continue to serve on the Board if, during his term of office his membership in the Association shall be terminated for any reason whatsoever.

✓ 2.5 Powers. The property and business of the Association shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation or the Declaration of Condominium to which these By-Laws are attached, or the powers set forth in the Condominium Act. These powers of the Board of Directors shall specifically include, but shall not be limited to the following items:

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

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

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

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

E. To insure and keep insured the Condominium Property in the manner set forth in the Declaration of Condominium against loss from fire and/or other casualty, and the unit Owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable;

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

G. To contract with, if deemed desirable, a maintenance contractor or manager who shall provide maintenance, and other services to the Condominium Property and to Association, and the power to delegate to such maintenance contractor or manager such powers as may be necessary in connection with the operation of the Condominium Property, and management of the Association, including the details necessary for units to be transferred in accordance with the terms of the Declaration of Condominium;

H. 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;

I. To make reasonable rules and regulations for the occupants of the units;

J. To hire attorneys and other professionals for the purpose of bringing legal action or enforcing rights in the name of and on behalf of the individual condominium unit owners where such actions and rights are common to all of the condominium unit owners; and to bring such action in the name of and on behalf of the said condominium unit owners.

## 2.6 Meetings .

A. The first meeting of each board newly elected by the owners shall be held immediately upon adjournment of the meeting at which they are elected, provided a quorum shall be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the place of the Owner's meeting, and immediately after the adjournment of same.

B. The Directors may, by resolution, duly adopted, establish regular monthly, quarter-annual or semi-annual meetings. The Directors may also meet by unanimous written consent at a scheduled time. All meetings of the Directors for the purpose of conducting condominium business shall be scheduled pursuant to written notice to all Owners stating the time, place, and object thereof, which notice shall be served by mail to each owner at their address as appear on the books of the Association at least five (5) days before such meeting.

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

D. 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 Board of 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 specifically provided by statute, the Articles of Incorporation, these By-Laws or the Declaration of Condominium. If a quorum shall not be present in any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present.

2.7 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. Resignations and Elections
- E. Report of Officers and Employees
- F. Report of Committees
- G. Unfinished Business
- H. Original Resolutions and New Business
- I. Adjournment

2.8 Annual Statement. The Board shall present, not less often than at the annual meeting, and when called for by a vote of the Owners at any special meeting of the Owners, a full and clear statement of the business and condition of the Association.

3.3 Election. The Board of Directors at its first meeting of Owners shall elect the officers, all of which shall be a member of the Board.

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

3.5 President.

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

B. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Association, except where the same are 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 Association.

3.6 Secretary.

A. The Secretary shall keep the minutes of the Owners' meetings and of the Board of Directors' meetings in one or more books provided for that purpose;

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 corporate records and of the seal of the Association and shall see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association 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 address of each Owner, which shall be furnished to the Secretary by such Owner.

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.

3.7 The Vice-President. The Vice-President shall be vested with the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

3.8 The Treasurer.

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

B. He shall disburse the funds of the Association 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 Association.

C. He may be required to give the Association a bond in the sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the Association, in case of his death, resignation, or removal from office of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Association.

3.9 Vacancies. If the office of any Director, or of the President, Vice-President, Secretary or Treasurer, or one or more, becomes vacant by reason of death, resignations, disqualification or otherwise, the remaining Directors, by a majority vote of a quorum of the Board of Directors, provided for by these By-Laws, may choose a successor or successors who shall hold office for the unexpired term.

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

#### 4. Membership.

4.1 Stock Certificates. There shall be no stock certificates issued by the Association.

4.2 Membership and Transfers. Each Owner of a unit in this Condominium shall be a member of the Association, and each transferee of a unit shall automatically become a member in the Association, and the transferring Owner shall cease to become a member when he transferred his interest. All transfers shall be subject to the procedure set forth in the Declaration of Condominium and the Association shall keep a list of the present members of the Association.

4.3 Voting Members. That member designated by the Owner or Owners (as recorded in the Public Records of Pinellas County, Florida) of a vested present interest in a unit owning the majority interest in such unit shall have the right to cast one vote. The designation shall be made by a statement filed with the Secretary of the Association, in writing, and said person shall continue to cast the vote for all such Owners of interest in a single unit until such time as another person is properly designated as the voting member. There shall never be more voting members than the number of units in this Condominium. The failure to file the aforementioned written statement with the Secretary prior to an Owner's meeting will result in depriving the specific Owners of a unit of a vote.

4.4 Collective Vote. In the event ownership is in more than one person, all of the owners in such membership shall be entitled collectively to only one vote in the management of Association and the vote may not be divided between plural Owners of a single membership.

4.5 Corporate Ownership. In the event the Owner of a unit is not a natural person, the subject entity shall designate a natural person who shall be entitled to occupy the unit and such person shall be a member of the Association subject to the procedures set forth in the Declaration of Condominium and these By-Laws.

#### 5. Meetings of Membership.

5.1 Place. All meetings of the Association membership shall be held at the office of the Association or such other place as may be stated in the notice.

5.2 Annual Meeting. The first annual meeting of the Owners of the Association shall be held as may be decided by the initial Board of Directors. Thereafter, the annual meeting of the Association will be held on the first Monday of the month in which the first annual meeting of the Owners was held. If the first Monday falls on a legal holiday then the meeting will be held on the next secular day.

5.3 Membership List. At least ten days before the annual Owner's meeting, a complete list of individuals entitled to vote at said election arranged numerically by condominium units, with the resident of each, shall be prepared by the Secretary. Such list shall be kept by the Secretary and shall be open to examination by any Owner during said ten day period.

5.4 Special Meeting. Special meetings of the Owners, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of 25 percent of the Owners who must collectively own at least 25 percent of the common elements.

A. Notice. Written notice of a special meeting of Owners stating the time, place and object thereof, shall be served upon or mailed to each individual entitled to vote thereat, at such addresses as appear on the books of the Association, at least five (5) days before such meeting; business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

5.5 Right to Vote. At any meeting of the Owners every Owner 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.



**5.6 Vote Required to Transact Business.** When a quorum is present at any meeting, the majority of the vote of the individuals entitled to vote 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 of Condominium, the Articles 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.

**5.7 Quorum.** Fifty one percent (51%) of the ownership of the condominium unit together with the common elements appurtenant thereto, of the Association present in person or by proxy shall be requisite to and shall constitute a quorum at all meetings of the Owners for the transaction of business, except as otherwise provided by statute, by the Articles of Incorporation or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Owners, the members entitled to vote thereat present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting originally called.

**5.8 Waiver and Consent.** Whenever the vote of Owners at a meeting is required or permitted by any provision of the Statutes or the Articles of Incorporation or of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of Owners may be dispensed with if all the Owners 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.

**5.9 Proviso.** Provided however that until the Developer of the Condominium has completed 95% of all the sales of all units in the development of Calais Village, a Condominium, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

## **6. Notices.**

**6.1 Definition.** Whenever under the provisions of the Statutes or of the Articles of Incorporation or of these By-Laws, notice is required to be given to any Director or Owner, it shall not be construed to mean personal notice, but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a post-paid, sealed wrapper, addressed as appears on the books of the Association.

**6.2 Service of Notice - Waiver.** Whenever any notice is required to be given under the provision of the Statutes or of the Articles of Incorporation or of these By-Laws a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

## **7. Finances.**

**7.1 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 Association.

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

## **8. Default.**

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

**8.2 Sale.** If an action of a foreclosure is brought against the Owner of a unit for the non-payment of monies due the Association and, as a result thereof, the interest of the said owner in and to the unit is sold, then at the time of such sale the owner's membership shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

8.3 Sale by Association. If the Association becomes the Owner of a unit by reason of foreclosing, 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 monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the re-sale of the unit, which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the unit in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former owner of the unit in question.

8.4 Enforcement of Provisions. In the event of violation of the provisions of the Enabling Declaration, corporate charter or restrictions and By-Laws, as the same are now or may hereafter be constituted, the Association, on its own behalf, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents just hereinabove enumerated, or sue for damages or take all such courses of action at the same time, or for such other legal remedy as it or they may deem appropriate. In the event of such legal action brought against a unit owner, the losing party shall pay the prevailing party's reasonable attorney's fees and court costs. Each owner of a unit, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Association, and regardless of the availability of the other equally adequate legal procedures. It is the intent of all owners of units to give the Association a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from owners of units and to preserve each other's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

## 9. Registers.

9.1 Secretary. The Secretary of the Association shall maintain a register in the Association office showing the name and address of each member.

9.2 Applicants. Any application for the transfer of membership or for a conveyance of interest in a unit or a lease of a unit shall be accompanied by an application fee in the amount of up to \$50.00 to cover the cost of contacting the references given by the applicant and such other costs of investigation that may be incurred by the Board of Directors. If a management contract with the Condominium Manager is in existence, this fee shall be payable to the Condominium Manager for its services in connection with the screening of an applicant, and the Condominium Manager may require a personal interview of any proposed transferee or lessee. Please refer to paragraph 15 of the Declaration of Condominium in its entirety as to other restrictions and requirements concerning a transfer or lease.

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

## 11. Miscellaneous.

11.1 Guests. Members shall be allowed to have guests temporarily residing with them providing that such guests do not behave in a manner which will annoy other members residing in the condominium buildings, and provided that such guests at all times demean themselves in a manner consistent with the use of the unit and the house rules.

11.2 Minutes of Meeting. Minutes of all meetings of the Board of Directors shall be kept in the minute book, and any resolutions passed by the Association shall be signed by the appropriate officers.

11.3 Severability. Should any of the covenants herein imposed be void or become unenforceable by law or in equity, the remaining provision of these By-Laws shall nevertheless be and remain in full force and effect.

11.4 Dispute. Any dispute arising as to the construction of the By-Laws, or whether or not any house rules have been violated, shall be reviewed by the Board of Directors and their decision, as determined by majority vote, shall be final.

11.5 Screens. It is intended that each member care for and replace the screens on his unit whenever said screens need to be replaced, and that he will keep said screens clean. In the event that any owner fails to replace the screens, and in the event the Board of Directors deems it necessary that said screens be replaced, the Board may have said screens replaced and the owner shall be responsible for paying for the cost thereof. The reason for placing this provision in the By-Laws is so as to keep the general appearance of the building in a first-class condition.

12. Membership Qualification. It is the express intent of Association to have some degree of control over the membership in Association, and in connection therewith the Member must have the following qualifications:

12.1 Financial. The member must be financially able to meet his responsibilities as may be required from time to time.

13. Rules and Regulations. In accordance with the Declaration, the Association shall establish rules and regulations as may be necessary from time to time. The rules and regulations attached hereto shall be the rules followed by the Owners of the condominium unit changed or modified by the Board of Directors.

14. Amendment of By-Laws. The By-Laws of the Association may be altered, amended or repealed, unless specifically prohibited herein, at any regular or special meeting of the owners by a 75% vote of owners of the Association, unless a contrary vote is required pursuant to the Articles of Incorporation, and provided that notice of said membership meeting has been given in accordance with these By-Laws and that the notice as aforesaid contained 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; provided, further that there shall be no amendment made by the Owners of the Association without approval of the Board of Directors until after 95% of all sales of units in the entire development of Calais Village, a Condominium, have been completed.

15. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions, notwithstanding the agreement between the members of the Association and the Association providing for the servicing, maintenance and repair of the condominium common areas and the agreement providing for the exterior common ground areas and improvements and recreational facilities:

15.1 The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which shall be common expenses:

A. Current expense, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.

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

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

D. Betterments, which shall include the funds to be used for capital expenditures for additional improvements for additional personal property that will be part of the common elements.

E. Operations, which shall include gross revenues from the use of the common elements. Only the additional direct expenses required by the revenue producing operation will be charged to this account and any surplus from such operation shall be used to augment the accounts in A, B, C and D above as determined by the Board of Directors. Losses from operations shall be met by a special assessment against unit owners which assessment may be made in advance in order to provide a working fund.

16. Management. The Association, through its Board of Directors, will assume the responsibility of managing the condominium property, as set forth in the Condominium Act, the Declaration of Condominium and Articles of Incorporation, and may contract with independent managers to perform these management responsibilities and shall be supplemented by the following provisions:

16.1 Budget. The Board of Directors shall adopt a budget for each calendar year and that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

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

B. In the event the proposed annual budget requires assessments against unit owners in any fiscal or calendar year exceeding one hundred and fifteen percent (115%) of such assessments for the preceding year, upon written application to the board by at

least ten percent (10%) of the unit owners, a special meeting of the unit owners shall be held. This special meeting shall be held on the date not less than ten (10) days written notice given by regular mail to each unit owner nor more than thirty (30) days after the delivery of such application to the board. At such special meeting, the unit owners may consider and enact a revision of the budget or recall any and all members of the board and elect their successors. Any revision of the annual budget or the recall of any and all members of the board shall require a vote in the manner described in this paragraph of not less than a majority of all of the unit owners and not of just those present at the special meeting.

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

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

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

F. Assessments against the unit owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in twelve equal installments payable monthly on the first day of the month. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitation shall be subject to the approval of the membership of the Association. The unpaid assessment for the remaining portion of the calendar year shall be adjusted under the monthly amount due and such increased amount shall be payable for the balance of the installments for the budgeted year.

G. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the apartment owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the unit owner or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall occur first.

H. Assessments for common expenses of emergencies that cannot be paid for the annual assessments for common expenses shall be made only after notice of the need for such is given to the unit owners concerned. After such notice, and upon approval in writing by persons entitled to cast more than one-half of the votes of the unit owners concerned, the assessment shall become effective, and it shall be due after thirty (30) days notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

I. An audit (not certified) of the accounts of the Association shall be made annually by a Public Accountant, and a copy of the Audit Report shall be furnished to each member not later than April 1 of the year following the year for which the audit is made.

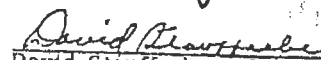
J. The Board of Directors in their discretion may require fidelity bonds from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall not be less than one-half of the amount of the total amount of annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

#### END OF BY-LAWS

The foregoing were adopted as the By-Laws of SAN TERRA DEVELOPMENT CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida at the first meeting of the Board of Directors on the 18 day of May, 1981.

Approved:

  
Terry J. Hamaker, President

  
David Stauffacher, Secretary

(Corporate Seal)



The Rules and Regulations hereinafter enumerated as to the Association properties, Condominium property, the common elements, the limited common elements and the Condominium Apartments shall be deemed in effect until amended by the Board of Directors of the Association, and shall apply to and be binding upon all unit owners. The unit owners shall, at all times, obey the Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, licensees and persons over whom they exercise control and supervision. The initial Rules and Regulations are as follows:

1. BUILDING APPEARANCE AND MAINTENANCE.

A. The sidewalks, walkways, stairwells, 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 and egress to and from the premises; nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, chairs, benches, tables, or any other object of a similar type and nature be left therein or thereon.

B. The personal property of all unit owners shall be stored within their condominium unit or in assigned storage areas.

C. No garbage cans, supplies, containers, or other articles shall be placed in or on the walkways, stairwells, and entry ways, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles be shaken or hung from any of the windows, doors, walkways, balconies or entry ways, 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 material.

D. No unit owner shall allow anything whatsoever to fall from the windows, walkways, balconies, entry ways or doors of the premises, nor shall he sweep or throw from his unit any dirt or other substances outside of his unit or on the limited common elements or common elements of the Condominium.

E. Refuse and bagged garbage shall be deposited only in the area provided therefor.

F. No unit owner shall make or permit any disturbing noises or noxious odors by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such person that will interfere with the rights, comforts or conveniences of other unit owners. No unit owner shall play upon or permit to be played upon any musical instrument, or operate or permit to be operated, a phonograph, television, radio or sound amplifier in his unit in such a manner as to disturb or annoy other occupants of the Condominium. All parties shall lower the volume as to the foregoing from 10:00 p.m. to 8:00 a.m. each day.

G. No radio or television installation, antenna, aerials, or other wiring shall be made without the written consent of the Board of Directors.

H. No 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 unit owner or occupant without written permission of the Association. The Developer reserves the right to display signs conducive to the original sale of the unit.

I. No inflammable, combustible, or explosive fluid, chemical or substance shall be kept in any unit or limited common element except such as are required for normal household use.

J. Unit owners, residents, their families, guests, servants, employees, agents, visitors, shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof or power rooms of the Condominium.

K. Unit owners shall not do or keep anything in their unit that would increase the insurance rates on his unit or the common elements.

2. PARKING.

A. All automobile off-street parking spaces, including both covered and uncovered parking spaces shall be used solely and exclusively for that purpose. The Association and/or Management Firm shall designate visitor's parking spaces. No unit owner shall store or lease boats, trailers, mobile homes, recreation vehicles and the like on the Condominium property, except in areas designated for same.

B. Any condominium unit owner who desires to transfer his parking space to another unit owner or who requests an assignment of a different uncovered parking space because of a physical handicap or illness must file a written request with the Board of Directors who will act upon such request at their next meeting. No transfers of parking spaces may be made without the approval of the Board of Directors, since the right to assign parking spaces is reserved to the Board of Directors.

### 3. LEASING AND SALE OF UNITS.

A. Each unit is restricted to residential use by the owners, lessees, their immediate families and guests. No owners or lessees of any unit shall permit use of the same for transient hotel or commercial purposes.

B. Each owner has the right to sell or lease his unit, provided that the proposed purchaser, or lessee, is first approved by the Condominium Association, as provided in the Declaration of Condominium. No approval is required for a sale or lease by the Developer. Each new owner or lessee shall be bound by the provisions of the Declaration of Condominium and all condominium documents and these Rules and Regulations, a copy of which shall be furnished to each proposed purchaser or lessee at the time application is made for approval of such sale or lease. An application for approval of a sale must be submitted together with a \$50.00 fee, while a similar application for a lease approval requires a \$25.00 fee. The fees are intended to cover costs associated with reviewing these applications, such as credit reports, and if a portion of the fee is not used, then it will be refunded. The Association shall be allowed 15 days processing time for such application. An approval or disapproval for a lease or purchase will then be issued by the Association on the basis of the decision of the Board of Directors.

C. A lease is not permitted for less than one month, since our premises are not intended to be used by transients as a hotel or motel.

D. The owner must furnish written notice to the Management Firm of the names of persons who will occupy the premises.

### 4. OPERATION OF CONDOMINIUM

A. Employees of the Association or Management Firm shall not be sent off the Condominium premises by any unit owner at any time for any purpose. No unit owner or resident shall direct, supervise, or in any manner attempt to assert any control over the employees of the Management Firm or the Association. Complaints regarding the service of the Condominium shall be made in writing to the Management Firm, as long as the Management Agreement remains in effect, and thereafter, to the Board of Directors.

B. Payment of maintenance fees and assessments shall be made at the bank designated by the Management Firm. Payments made in the form of checks shall be made to the order of such party as the Management Firm shall designate. All assessments and maintenance fees shall be paid promptly within ten days from the date they are due.

### 5. SWIMMING POOL.

All residents of the Condominium should realize that the swimming pool is an extremely valuable asset of the Condominium and that it is the major source of the recreation and enjoyment of the residents. While the use of the pool is encouraged, its use and enjoyment should be in such a manner which is consistent with the rights of all residents of the Condominium.

The following Rules and Regulations as to the use of the pool and facilities shall be posted as specified in the By-Laws of the Condominium Association and each unit owner, tenants and guests, shall observe all Rules and Regulations relating thereto.

- (a) Pool hours should be observed as posted at the pool.
- (b) State health laws require showering before entering the pool - please be sure all excessive sun tanning lotions or oils are removed prior to entering pool. A clean pool is for everyone's benefit.
- (c) Persons having skin abrasions or major open sores are prohibited from use of the pool.
- (d) No animals are permitted in the pool area or surrounding premises.
- (e) Glassware is, of course, absolutely prohibited in the pool area. The consumption of alcoholic beverages in the pool area or patio area should be consistent with the full use and enjoyment of the pool by other residents. No loud and boisterous conduct will be permitted. For obvious

safety reasons no person who becomes intoxicated will be permitted to use the pool.

- (f) For safety reasons no running is permitted in pool area.
- (g) Floats or rafts of any kind are not permitted.
- (h) Children are not permitted in the pool unless accompanied by an adult and it is the responsibility of the adult to make sure the conduct of the child is not offensive to other people.
- (i) Infants under 2 years of age or any infant in diapers are not permitted to use the pool at any time.

In general use of the pool should be governed by one major rule:

"Please be considerate of your neighbors"

We would also ask you to please use some discretion in inviting guests to use the pool in circumstances when the pool is crowded. Remember the pool is for residents first and guests second.

#### 6. GUESTS.

A. If house guests are to occupy a unit when the owner is not in residence, this occupancy must be registered by the owner with the Management Firm. This request for registration must be submitted by the unit owner in a letter stating the name of each guest to occupy the unit, their estimated length of stay and confirm that the guests so named are bona fide guests and are not paying for use of the unit on a transient basis. Immediately on arrival and on subsequent departure, all guests must register with the Management Office by calling or in person. A copy of these Rules and Regulations will be provided to the guests and they will sign for receipt of same.

B. In the event that the guests are claimed as bona fide guests and are found to be tenants for a time period of less than one month, the owner shall be assessed a fine of One Hundred Dollars (\$100) and the guests shall be required to vacate the premises immediately.

C. Any violation of these Rules and Regulations or damage to common property by guests will become the responsibility of the owner and also render him liable for the fine or assessment as covered in these Rules and Regulations.

D. Depending upon the size of the unit, total occupancy will be limited to a reasonable number. For purposes of this paragraph, "reasonable number" shall be defined as:

For two bedrooms, occupancy limited to no more than six persons.

E. In the owner's absence, approved house guests may NOT have overnight guests of their own without written permission of owners.

F. An owner is responsible for their guests behavior and conformity with these Rules and Regulations.

#### 7. PETS.

One four legged animal may be kept by unit owner on the Condominium property, or in any condominium unit but they must be kept quiet and, when outside, they must be restrained by a leash. Any deposit of animal waste must be removed by the animal's owner immediately. No pet is to exceed 30 pounds.

#### 8. LAUNDRY ROOMS.

If Laundry rooms are ever added to the condominium, they are to be used from 8:00 a.m. through 8:00 p.m. only. Please remove laundry from machines when your time is up. It is prohibited to hang laundry on screened porches or railings, such as bathing suits and towels.

#### 9. PATIO FURNITURE.

Keep Patio furniture OFF the grass. If moving Patio furniture from one area to another please return to original place.

10. ALTERATION OF CONDOMINIUM.

O.R. 5310 PAGE 678

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 window or door glass without the prior approval of the Association. All such additions, changes or alterations must be presented in writing to the Board of Directors for approval, accompanied by written plans or drawings and specifications. The Board of Directors shall approve such requests only if the Association is protected against or indemnified as to mechanics liens and/or claims arising from such work and if the changes present a uniform appearance.

11. EMERGENCIES IN OWNER'S ABSENCE.

In order that proper steps and procedures may be taken in the minimum amount of time during an emergency situation, the Association shall retain pass-keys to all units. The locks of each apartment are not to be changed or altered without the written consent of the Board of Directors for the Association. Where such consent is given, the unit owner shall provide the Association with a duplicate key. In accordance with Section 718.111(5), Florida Statutes, the Association has the irrevocable right to access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to another unit or units.

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:

- (a) By removing all furniture, plants and any other objects from the unit owner's porch, balcony; and
- (b) By designating a responsible caretaker, be it a firm, individual, or the 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 designated caretaker. Such caretaker will notify the Manager's office prior to making any entry to the unit during the owner's absence.

12. CHILDREN

Children are allowed as permanent residents. However, they should not cause disturbances and their conduct while on any condominium property is the direct responsibility of their parents or guardians at all times.

13. BOAT DOCKS.

If boat docks are constructed then there will be the following rules regarding their use:

- (a) Docks are to be kept clean, no trash or personal belongings are to be left on the docks, and no chumming of fish on the docks;
- (b) No persons may live in boats moored at the docks; and
- (c) Only residents and their guests will be allowed to fish off the docks.

14. 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.



19. COMPLIANCE.

OR 5310 PAGE 679

A fine of up to \$25.00 may be assessed by the Association for each violation of any section of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, the By-Laws and these rules, which determination shall be made by the Board of Directors. Any violation lasting more than one day shall be considered an additional violation for each subsequent day until violation is cured. In the event that the Board of Directors determines that any unit owner is in violation of any of these provisions, they or the Manager shall notify the unit owner of the nature of the violation. If said violation is not cured within 5 days of said notice, or if said violation consists of acts or conduct by the unit owner, and such acts or conduct are repeated, the Board may levy the fine of up to \$25.00 per violation against the unit owner. Such fines shall be assessed as a special assessment against the unit owner, shall constitute a lien upon the unit, and may be foreclosed by the Association in the same manner as any other lien, provided that before a lien is filed against a defaulting unit owner, he shall be entitled to a hearing before the Board of Directors, upon 2 weeks written notice specifying the violation charged and the fine assessed. The decision of the Board of Directors is irrevocable and final.



OR 5310 PAGE 659

ARTICLES OF INCORPORATION  
OF  
SAN TERRA DEVELOPMENT CONDOMINIUM ASSOCIATION, INC.  
(EXHIBIT 2)

ARTICLES OF INCORPORATION  
OF  
OR. 531C PGL 660  
SAN TERRA DEVELOPMENT CONDOMINIUM ASSOCIATION, INC.

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE ONE

NAME

The name of the corporation shall be SAN TERRA DEVELOPMENT CONDOMINIUM ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the "Association".

ARTICLE TWO

PURPOSE

2.1 The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, which is Chapter 718 Florida Statutes, for the operation and management of CASTILLO DEL SOL, A CONDOMINIUM, to be created pursuant to the Condominium Act upon and within that certain parcel of property located within Pinellas County, Florida, which is more particularly described in Exhibit "A" of the Declaration of Condominium.

2.2 The Association shall make no distributions of income to its members, directors, or officers.

2.3 As used in these Articles, all references to the "Condominium" or the "Declaration of Condominium" shall mean the above condominium, and the definitions in said Declaration shall apply hereto and to the By-Laws of the Association.

ARTICLE THREE

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 as set forth in Section 517.021, Florida Statutes, except as limited by these Articles, the Declaration of Condominium and its Exhibits.

3.2 The Association shall have all the powers and duties as set forth in the Condominium Act and as set forth in these Articles, the By-Laws, and the Declaration of Condominium and its Exhibits, and all other powers and duties reasonably necessary to operate the condominium pursuant to the Declaration, as amended from time to time, so long as not inconsistent or in violation of any provision of the Condominium Act, including but not limited to the following:

- (a) To make and collect assessments against the members as unit owners to defray the costs, expenses and losses of the condominium;
- (b) To use the proceeds of assessments in the exercise of its powers and duties;
- (c) The maintenance, repair, replacement and operation of the condominium;
- (d) The purchase of insurance upon a condominium property and insurance for the protection of the Association and its members as unit owners;
- (e) The reconstruction of improvements after casualty and the further improvements of the property;
- (f) To make and amend reasonable rules and regulations respecting the use of the property in the condominium, including property leased by the Association;
- (g) To approve or disapprove the transfer, loan, mortgage and ownership of units as may be provided by the Declaration of Condominium and the By-Laws;
- (h) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium and its Exhibits, these Articles, the By-Laws of the Association and the Regulations for the use of the property in the condominium;
- (i) To contract for the maintenance and management of the condominium and to delegate to such contractor(s) all powers and duties of the Association except such as are specifically contrary to the Condominium Act or are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.

tion of owners of the condominium;

(j) To contract for the management or operation of portions of the common elements of the condominium susceptible to separate management or operation, and to lease such portions;

(k) To employ personnel to perform the services required for proper operation of the condominium;

(l) To enter into an association, or associations, with other condominium associations for mutual benefit of the members of all such association.

3.3 All funds and the titles of 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 Bylaws.

3.4 The powers and duties of the Association existing under the Condominium Act, Declaration of Condominium and its Exhibits, these Articles of Incorporation and the Bylaws shall be exercised exclusively by the Board of Directors of the Association. Its agents, contractors or employees, subject only to approval by unit owners (members) when such is specifically required. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and Bylaws.

#### ARTICLE FOUR

##### MEMBERS

4.1 The members of the Association shall consist of all of the record owners of units in the condominium; and after termination of the condominium shall also consist of those who are members at the time of such termination and their successors and assigns.

4.2 After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the public records of Pinellas County, Florida, a deed or other instrument establishing a record title to a unit in the condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

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 Each member shall have one (1) vote for each unit owned. Co-owners of a unit shall be entitled collectively to one (1) vote for that unit. No fractional voting rights shall be determined by the Bylaws of the Association.

#### ARTICLE FIVE

##### DIRECTORS

5.1 The affairs of the Association will be managed by a Board consisting of a number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of the three (3) Directors. Directors need not be members of the Association.

5.2 Subject to paragraph 5.3 hereof, the Directors of the Association which are to be elected by the members of the Association other than the Developer shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

5.3 The initial members of the Board of Directors have been appointed by the Developer as organizer of the corporation. The members of the Association shall have the right to elect the entire Board of Directors after one of the following events: The Developer has closed all sales of units that will ultimately be operated by the Association, or after some of the units have been sold and none of the other units are being offered for sale by the Developer in the ordinary course of business, or when the Developer elects to terminate its control of the condominium, whichever occurs first. The following shall govern the manner in which Directors are elected until an event occurs which is specified in the preceding sentence:

(a) When unit owners other than the Developer own fifteen percent (15%) or more of the units of the condominium that will be operated ultimately by the Association, the unit owners other than the Developer shall be entitled to elect one-third (1/3) of the members of Board of Directors and the Developer shall be entitled to elect two-thirds (2/3) of the members of the Board of Directors.

(b) Unit owners other than the Developer shall be entitled to elect a majority of the members of the Board of Directors three (3) years after fifty percent (50%) of

the units that will be operated ultimately by the Association have been conveyed to purchasers; or three months after ninety percent (90%) of the units that will be operated ultimately by the Association have been conveyed to purchasers. The Developer shall be entitled to elect the balance of the members to the Board of Directors,

(c) So long as the Developer holds units for sale in the ordinary course of business, the Developer shall be entitled to elect one member to the Board of Directors.

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

| NAME              | ADDRESS   |
|-------------------|---|
| TERRY J. HAMAKER  | 950 Castillo Lane<br>Tierra Verde, Florida 33715  |
| DAVID STAUFFACHER | c/o Exel Inns of America, Inc.<br>4706 E. Washington Avenue<br>Madison, Wisconsin 53704 |
| JAMES V. STEWART  | 1135 Pasadena Avenue South<br>Suite 330<br>St. Petersburg, Florida 33707                |

#### ARTICLE SIX OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

|                     |  |
|---------------------|--|
| PRESIDENT           | TERRY J. HAMAKER<br>950 Castillo Lane<br>Tierra Verde, Florida 33715                                     |
| SECRETARY/TREASURER | DAVID STAUFFACHER<br>Exel Inns of America, Inc.<br>4706 E. Washington Avenue<br>Madison, Wisconsin 53704 |

#### ARTICLE SEVEN INDEMNIFICATION

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

#### ARTICLE EIGHT BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded with the approval of seventy-five percent (75%) of the entire membership of the Association.

#### ARTICLE NINE AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

§ 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 considered.

§ 2. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting, except as elsewhere provided.

(a) such approvals must be not less than a majority of the entire membership of the Board of Directors and by not less than a majority of the votes of the entire membership of the Association; or

(b) after the developer has closed the sales of all units of the condominium, or after the developer elects to terminate its control of the condominium, whichever occurs first, such approvals must be by not less than 75% of the votes of the entire membership of the Association.

§ 3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Article Two and Section 3.2 of Article Three, without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

§ 4 A copy of each amendment shall be certified by the Secretary of State and be recorded in the public records of Pinellas County, Florida.

#### ARTICLE TEN

##### TERM

The term of the Association is perpetual.

#### ARTICLE ELEVEN

##### CONFLICT OF INTEREST

No transaction, contract, or agreement shall be voidable or void because all or some of the officers and Directors and this Association were otherwise parties to the agreement, or were employees, agents, servants, partners, officers, Directors, stockholders, owners of the other party or parties to the agreement.

#### ARTICLE TWELVE

##### SUBSCRIBERS

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

| NAME              | ADDRESS   |
|-------------------|---|
| TERRY J. HAMAKEN  | 950 Castillo Lane<br>Tampa Verde, Florida 33715   |
| DAVID STAUFFACHER | c/o Exel Inns of America, Inc.<br>1706 E. Washington Avenue<br>Madison, Wisconsin 53704 |
| JAMES V. STEWART  | 1135 Pasadena Avenue South<br>Suite 330<br>St. Petersburg, Florida 33707                |

#### ARTICLE THIRTEEN

##### SEVERABILITY

The invalidity in whole or in part of any covenant, restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of these Articles of Incorporation or of the By-Laws or Regulations of the Association shall not affect the validity of the remaining portions.

#### ARTICLE FOURTEEN

##### INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of the Association shall be: 1135 Pasadena Avenue South, Suite 330, St. Petersburg, Florida, 33707. The initial registered agent at that address shall be JAMES V. STEWART.

CH 5310 No. 384

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 20th day of April, 1951.

Witness:

James White

Terry J. Ramaker  
Terry J. Ramaker

David Stauffacher  
David Stauffacher

James V. Stewart

James V. Stewart  
James V. Stewart

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me, the undersigned authority, personally appeared, TERRY J. RAMAKER, who after being duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes expressed in such Articles of Incorporation this 20th day of April, 1951.

[Signature]  
Notary Public

My Commission Expires:

STATE OF WISCONSIN  
COUNTY OF

Before me, the undersigned authority, personally appeared, DAVID STAUFFACHER, who after being duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes expressed in such Articles of Incorporation this 7th day of May, 1951.

[Signature]  
Notary Public

My Commission Expires: 5-1-52

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me, the undersigned authority, personally appeared, JAMES V. STEWART, who after being duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes expressed in such Articles of Incorporation this 20th day of April, 1951.

[Signature]  
Notary Public

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires on 10/1/52  
Notary Public, State of Florida



CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE  
FOR THE SERVICE OF PROCESS WITHIN THIS STATE: NAMING  
AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuance of Chapter 48.091 Florida Statutes, the following is sub-  
mitted, in compliance with said Act:

That SAN TERRA DEVELOPMENT CONDOMINIUM ASSOCIATION, INC.,  
desiring to organize under the laws of the State of Florida, with its princi-  
pal office as indicated in the Articles of Incorporation at 1135 Pasadena Avenue  
South, Suite 330, St. Petersburg, Florida, 33707, has named JAMES V. STEWART,  
located at such address, as its agent to accept service of process within this  
State.

ACKNOWLEDGMENT:


Having been named to accept service of process for the above stated cor-  
poration, at the place designated in this certificate, I hereby accept to act in  
this capacity, and agree to comply with the provision of said Act relative to  
keeping open said office.

By:   
James V. Stewart  
(Resident Agent)

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me, personally appeared JAMES V. STEWART, to me well known and  
known to me to be the person described in and who executed the foregoing Cer-  
tificate, and acknowledged to and before me that he executed said instrument for  
the purposes therein expressed.

Witness my hand and official seal, this 19th day of March, 19 81.

  
Notary Public

My Commission Expires:

Notary Public, State of Florida, No. 12, 1783  
My Commission Expires Oct. 17, 1983  
Printed by Anderson for T. L. L. L. L. L.