

#### ARTICLES OF INCORPORATION

of

"CHALET-ON-THE-LAKE CONDOMINIUMS, INC."

The undersigned subscriber to these articles of incorporation, a natural person competent to contract, hereby agrees to form a corporation under the laws of the State of Florida.

#### ARTICLE I

The name of this corporation is "CHALET-ON-THE-LAKE CONDO-

#### ARTICLE II

The general nature of the business to be transacted by this corporation is to manufacture, purchase or otherwise acquire, and to own, mortgage, pledge, sell, assign, transfer, or otherwise dispose of, and to invest in, trade in, deal in and with, goods, wares, merchandise, real and personal property, and service of every class, kind, and description; except that is not to conduct, a banking, safe deposit, trust, insurance, surety, express, railroad, canal, telegraph, telephone or cemetery company, a building and loan association, mutual fire insurance association, cooperative association, fraternal benefit society, state fair or exposition.

#### ARTICLE III

The maximum number of shares of stock that this corporation is authorized to have outstanding at any one time is: Dne hundred shares of common stock having no par value.

#### ARTICLE IV

The amount of capital with which this corporation will begin business is Ten thousand Dollars (\$10,000.00).

#### ARTICLE V

This corporation is to exist perpetually.

#### ARTICLE VI

The initial post office address of the principal office this corporation in the State of Florida is 1963 Magnelia Drive, Clearwater, Florida. The Board of Directors may from time to time move the principal office to any other address in Florida.

#### ARTICLE VII

This corporation shall have three directors, initially. The number of directors may be increased from time to time, by by-laws adopted by the stockholders, but shall never be less than three.

#### ARTICLE VIII

The names and post office addresses of the members of the first

Gerard T. Walczak
Rita Walczak
James B. Stallings

1963 Magnolia Drive
1963 Magnolia Drive
Clearwater, Fla.
St. Pete, Fla.

#### ARTICLE IX

The name and post office address of each subscriber of these articles of incorporation, the number of shares of stock he agrees to take and the value of the consideration therefore are:

Gerard T. Walczak 1963 Magnolia Dr. Clearwater, Fla. 50 sh \$5,000.00

#### ARTICLE X

These articles of incorporation may be amended in the manner porvided by law. Every amendment shall be approved by the Board of Directors, proposed by them to the stockholders, and approved at a stockholders meeting by a majority of the stock entitled to vote thereon, unless all the directors and all the stockholders sign a written statement manifesting their intention that a certain amendment of these articles of incorporation be made.

Secard T. Walayah

Gerard T. Walczak

STATE OF FIORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the state and county named above to take acknowledgements, personally appeared Gerard T. Walczak, to me known to be the person described as subscriber in and who executed the foregoing articles in incorporation and acknowledged before me that he subscribed to those articles of incorporation.

WITNESS my hand and official seal in the county and state named above this 8th day of April, 1971.

Notary Public

My commission expires

ROTARI PUDLIC, STATE OF FLORIDA AT LARGE MY COMMISSION FROM S FEB. 28, 1972 BONDED THROUGH FRED W. DIESTELDHISE SEP-20-3-17+H-172-

10.R. 3898 PAGE 1

This Declaration of Condominium is being rerecorded to correct scrivener's eri on page 4, which is under-

#### DECLARATION OF CONDOMINIUM

OF

#### CHALET-ON-THE-LAKE. A Condaminium

CHALET-ON-THE-LAKE CONDOMINIUM, INC., a Florida corporation, herein called "OWNERS", on behalf of themselves, their heirs, administrators, executors, successors and assigns, hereby make this Declaration of Condominium, pursuant to Chapter 711, Florida Statutes 1963 as amended, known as the Condominium Act.

WHEREAS, OWNERS are all of the owners in fee simple of certain Real Property hereinafter described, and

WHEREAS, OWNERS desire to submit said Real Property, together with all improvements and related facilities constructed thereon, to condominium ownership pursuant to Chapter 711, Florida Statutes 1963, as amended;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SUBMISSION OF LAND TO CONDOMINIUM CWNERSHIP - The following described Real Property, hereinafter referred to as "CONDOMINIUM PROPERTY", is hereby submitted to condominium ownership:

Lot 1, CORSON'S PARTIAL REPLAT, Block 14, according to plat thereof recorded in Plat Book 63, page 53, Public Records of Pinellas County, Florida.

together with improvements constructed thereon, the same being in Pinellas County, Florida, owned by OWNERS, and after the date of the recording of this Declaration shall be subject to the condominium form of ownership according to the terms of this Declaration.

- 2. CONDOMINIUM NAME This Condominium shall hereafter be known as CHALET-ON-THE-LAKE, a Condominium.
- CONDOMINIUM ASSOCIATION NAME The name of the Condominium Association herein formed shall be CHALET-ON-THE-LAKE ASSOCIATION.) This Association shall exist, without incorporation, as a legal entity pursuant to Chapter 711, Laws of Florida, 1963, Section 12, as amended. This Association shall have all of the powers and duties set forth in the said Condominium Act, except as limited by this Declaration and By-Laws, and shall have all of the powers and duties reasonably necessary to operate the Condominium as set forth in this Declaration and By-Laws, as the same may be amended from time to time. The power of this Association to purchase an apartment of the Condominium shall of this Association to purchase an apartment of the Condominium shall be unlimited. The operation of this Condominium Association shall be governed by the By-Laws attached hereto as Exhibit "A", the same being incorporated herein by this reference as though set forth in full.
  - <u>DEFINITIONS</u> Terms used herein are defined as follows:
- A. Apartment That part of the apartment building capable of independent use as described on a Surveyor's plans as "Apartment" followed by an identifying number, shall include that part of the building containing the apartment that lies within the boundaries of

Reduces ALBERT C. WERLY, ATTORNEY 6641 Central Avenue This instrument was prepared by: P.O.Box 13209

CONDOMINIUM PLATS PERTAINING HERETO St. Petersburg, Florida 33733 ARE RECORDED IN CONDOMINIUM PLAT BOOK // Phone 347-1293

such apartment, which boundaries are as follows:

1) Upper and Lower Boundaries - The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries.

Upper Boundary - The horizontal plane of the lower surfaces of the ceiling concrete slab. For apartments next to the roof, the horizontal plane of the upper surface of the chords of the wooden trusses which serve as ceiling joists.

b) <u> Lower Boundary - The horizontal plane of</u>

the lower surfaces of the floor concrete slab.

2) Perimetrical Boundaries - The perimetrical boundaries of the apartment 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 exterior of the outside walls of the apartment building bounding an apartment and fixtures thereon, and when there is attached to the building a balcony, terrace, canopy or other portion of the building serving only the apartment being bounded, suchboundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. In the case of ground floor apartments, such boundaries shall include the terraces serving such apartments

Interior Building Walls - The vertical planes of the center lines of walls bounding an apartment extended to Intersections with other perimetrical boundarless with

the following exceptions:

When walls between apartments are of varying thickness, or abut a column or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with a conhecting bounding plane without regard to the plane of the center line of an intervening column or shaft.

When walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is onehalf the thickness of the thinner wall and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

- ASSESSMENT An apartment owner's pro-rata share of the common expenses necessary for the maintenance and management of this Condominium.
- COMMON ELEMENTS Means that portion of the Condominium property not included in the apartments and includes within its meaning, but is not limited to, 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.

All parts of the improvements which are not included within the apartments.

3) Easements through apartments for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to apartments and the common elements.

An easement for support in every portion of an 4)

apartment which contributes to the support of a building. <u>Installations</u> for the furnishing of utility service to more than one apartment, or to the common elements, or to an apartment other than the apartment containing the installation.

6) The property and installations in connection therewith required for the furnishing of services to make than

one apartment, or to the common elements.

7) The tangible personal property required for maintenance and operation of the Condominium, even though owned by the Association.

- D. <u>COMMON EXPENSES</u> Common expenses shall include expenses of the operation, maintenance, repair or replacement of the common elements, structural parts of the building, such as outside walls, floors and ceiling slabs which are included within the boundaries of the apartment, costs of carrying out the powers and duties of the Association, special assessments, management costs and fees. Expenses which are declared common expenses by the provisions of this Declaration of Condominium, or the By-Laws, or any valid charge against the Condominium property as a whole, including, but are not limited to, utilities, such as water, sewer, garbage collection, exterior electric service, elevator maintenance contracts, and management corporation costs and fees.
- E. <u>COMMON SURPLUS</u> Means the excess of all receipts of the Association over and above the amount of common expenses.
- F. CONDOMINIUM PROPERTY Means and includes the land in the Condominium, whether or not contiguous, and all improvements thereon, and all easements and rights appurtenant thereto, intended for use in connection with the Condominium, excepting only washing machines, dryers, and electrical equipment located in the laundry and electrical rooms, as designated in said buildings, vending machines, pay phones, and all other coin operated convenience and communication equipment.)
- G. <u>CONDOMINIUM PARCEL</u> Condominium parcel means a unit or apartment, together with the undivided share in the common elements which are appurtenant to the apartment.
- 5. IDENTIFICATION AND PERCENTAGE OF COMMON ELEMENTS APPURTENANT TO EACH UNIT The Condominium apartments and all other improvements constructed on the Condominium property are set forth in detail in the plans, specifications, engineer's final survey, maps and plats, which are attached hereto and made a part hereof, marked Exhibit "D". Each Condominium Apartment is described in said documents in such a manner that there can be determined therefrom the identification, location, dimensions and size of such apartment, as well as of the common elements appurtenant thereto, as verified by the Engineer's and Surveyor's Certificate attached hereto and made a part hereof marked Exhibit "C".

Each Condominium Apartment is identified by a number as shown on said documents attached hereto as Exhibit "D", so that no apartment bears the same designation as does any other apartment.

The undivided shares, stated as percentages, in the common elements appurtenant to each of the apartments are as follows:

13 24 - 4					
APT.	%	APT.	%	APT.	%
NO.		NO.	•	NO.	
101	.02407	116	.02093	214	.02355
102	.02355	117	.02407	215	.02093
103	.02093	201	02407	444 <b>216</b>	.02093
104	.02093	202	.02355	217	.02407
105	.02355	203	.02093	. 306	.02355
106	.02355	204	.02093	307	.02355
107	recreation	205	.02355	308	.02093
301	.02093	206	.02355	309	.02093
109	.02093	207	.02355	310	02407
110	.02407	208	.02093	311	.01832
111	.01832	209	.02093	312	.02093
112	.02093	210	.02407	313	. 02407
113	.02407	211	.01832	314	.02355
114	.02355	212	.02093	315	.02093
115	.02093	213	.02407	316	.02093
				· 🕽 317	.02407

- OWNERS APARTMENTS AND OTHER PRIVILEGES The original owners who have executed this Declaration of Condominium, their heirs, executors, administrators, successors and assigns, are irrevocably empowered, notwithstanding this Declaration of Condominium, Restrictions, Rules and Regulations, or as the same may be amended from time to time, to sell, convey, lease, sublease, encumber, rent or otherwise dispose of, any interest they may have in and to any apartments to any person or corporations approved by them. They shall have the right to transact on the Condominium property any business necessary to consummate the sale or lease of Condominium Parcels, cluding but not limited to, the right to maintain models, have signs, employees in the office, use the common elements, and to show apartments. A sales office, signs and all items pertaining to sales, shall not be considered common elements. In the event there are unsold Condominium Parcels, the Owners are hereby vested with the right to be the owners thereof, under the same terms and conditions as other owners, and shall have the right to sell, rent, lease or sublease, as hereinabove set forth.
- MAINTENANCE The responsibility for the maintenance of the Condominium property shall be as follows:
- By the Apartment Owner The responsibility of the Apartment Owner shall be as follows:
  - 1) To <u>maintain</u>, repair and replace, at his expense, all portions of his apartment excepting the portion to be maintained, repaired and replaced by the Association, which shall be done without disturbing the rights of other apartment owners.
  - Not to paint, decorate, or otherwise change, the appearance, or any portion of the appearance, of the exterior of the apartment building.
  - To promptly report to the Association or Manage-3) ment Company, any defect, or need for repair or maintenance, for which the Association is responsible.
- By the Management Corporation or Association -Association, except in the event a contract is entered into with a management corporation as provided under the powers of delegation contained in paragraph 9, sub-paragraph "A" hereof, then, and in such event, the management corporation, or association as the case may be, shall, from the common expense monies received monthly and from additional assessments, operate, maintain, manage, repair or replace, all portions of an apartment (except interior surfaces, exterior air conditioning compressors and equipment and window glass) contributing to the support of the apartment building, which portion shall include, but not be limited to, the outside walls of the apartment building and all fixtures on its exterior, boundary walls of apartments, floor and ceiling concrete slab, load bearing columns and load bearing walls, all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portion of an apartment maintained by the As'sociation, and all such facilities contained within an apartment that services part or parts of the Condominium other than the apartment within Collect all monthly management fees due from which contained. Members, all sums due from users of spaces and from user or lessees of other non-dwelling facilities in the Condominium; spaces and from users also, all sums due from concessionaires in consequence of the authorized operation of facilities in the Condominium maintained primarily for the benefit of Members.

  Cause the buildings, appurtenances and grounds of :

the Condominium to be maintained according to reasonably acceptable standards, including, but not limited to, lawn care, exterior cleaning, exterior painting, plumbing, carpentry, and such other normal maintenance and repair work as may be necessary.

Make Contracts for sewer, water, exterior lights, garbage collection, exterior electric service, vermin extermination, and other necessary services. Also place orders for such equipment, tools, appliances, materials and supplies as are necessary to properly maintain the Condominium.

Cause to be placed and kept in force necessary insurance needed adequately to protect the Association, its members and mortgages holding mortgages covering Condominium parcels, pers and mortgagees notating mortgages covering condominium parcets as their respective Interest may appear (or as required by law), including, but not limited to, elevator maintenance contracts, if applicable, public liability insurance, fire and extended coverage insurance, as is more particularly set forth in this Occioration of Condominium.

Funds for the payment of the above and foregoing shall be assessed against the Condominium parcel owners as a common In the event that no management contract is entered upon expense. or outstanding, then the Association shall perform said services.

8. ASSESSMENTS - Assessments for the common expenses against the Condominium parcel owners shall be made by the Board of Governors of the Association, or its delegate, or the Management Corpora-tion if the duties and powers are contracted to such Management Corporation by the Association, as more specifically set forth in the By-Laws, and paid by the Apartment Owners to the Association, or the Management Corporation, in accordance with the following provisions.

Share of Expenses - Each Condominium Parcel Owner shall be responsible for the common expenses and any common surplus shall be owned by such condominium parcel owner according to the following percentages:

-4							
	APT.	%	APT.	%	. AP	-	
. •	NO.	•	ΝО.			0.	
	101	.02407	116	.02093	21	4 .02355	;
	102	.02355	117 🥧	.02407	- 21	5 .02093	
	103	.02093	201	.02407	21	6 .02093	;
	104	.02093	202	.02355	21	7 .02407	
	105	.02355	203	.02093	. 30	6 .02355	5 .
	106	.02355	204	.02093	30		
	107	recreation	205	.02355	30		
	108	.02093	206	.02355	30		
	109	.02093	207	.02355	31		
	110	.02407	208	.02093	31	•	
	111	.01832	209	.02093	31		
	112	.02093	210	.02407	31		
		.02407	211	.01832	31		
	113		212	.02093	31		
	114	.02355		.02407			
	115	.02093	213	.02407	31		
		•		•	31	702407	•

Additional Assessments - The Condominium Association or its delegate is hereby vested with the authority to levy additional assessments from time to time as may be necessary for the management, operation, maintenance, repair or replacement of the common elements. These additional assessments shall be paid by the Condominium Parcel Owners to the Association or the Management

the Condominium Parcel Owners to the Association or the Management Corporation in the proportions set forth in sub-paragraph A above.

C. Assessments for Liens and Taxes - All liens of any nature including taxes and special assessments levied by governmental authorit which are a lien upon more than one Condominium Parcel or upon any portion of the common elements shall be paid by the Association as a common expense, and shall be assessed against the Condominium parcels in the prograta share set out in sub-paragraph A above, except that any lien which partains to a distinct Individual condominium parcel. any lien which pertains to a distinct individual condominium parcel or parcels shall be assessed directly to the Condominium parcel and its Owner.

minium parcel, icluding the percentage as it forth in sub-paragraph above, of the common expenses incurred in the management of the condominium property and the common elements. All unpaid assessments shall at forth in sub-paragraph, bear interest at the rate of eight (8%) percent per annum from the due date until the date of payment. The Condominium Association, or its delegate, or the Management Corporation, shall have a lien upon each Condominium Parcel for unpaid assessments and interest, which lien upon each such condominium parcel shall be effective after recording in the Public Records of Pinellas County, Florida, and a proper claim of lien in the name of the Association or its delegate. No such lien or claim of lien shall be valid or effective against an institutional mortgagee up to and including the date of recording of a deed to said institutional mortgagee in lieu of foreclosure. Said claim of lien shall state the amount due, and the date when due, a description of the Condominium Parcel, and name of the record owner. Said lien shall secure reasonable attorney's fees and costs incurred in the collection of the deliquent assessment and for the enforcement of such lien. Liens for assessments may be foreclosed by suit brought in the name of the Assocation, or its delegate, or the Management Corporation, if such powers of the said Association are vested in the management corporation. ration by virtue of agreement, in like manner of a foreclosure of a mortgage on real property.

ADMINISTRATION - The administration and management of the Condominium property, including but not limited to, the acts require of the Association by this Declaration of Condominium, the maintenance, repair and operation of the common elements, the entering into of contracts on behalf of and for the benefit of the Condominium property, shall be the responsibility of the Association. By and through its Board of Governors the Association may, subject to the written approval of any institutional mortgagee owning or holding a mortgage lien on any condominium parcel or parcels, lease or purchase personal property and the cost thereof shall be a common expense.

A. Power to delegate authority - The Association, by and through its Board of Governors, is hereby vested with power to delegate its powers, duties and authority granted by this Declaration of Condominium, by entering into a management contract with such persons or organizatons or corporations, and upon such conditions and terms as the Board of Governors may elect. That management costs and fees as may be contained in such management contract shall. be a common expense.

Governing Provisions - The Association shall be governed by the following provisions:

The By-Laws of the Association - Exhibit "A" attached hereto and made a part hereof, sets forth the existing By-Laws of the Association by which it shall be governed, provided that the said By-Laws may be amended in accordance with the provisions of this Declaration of Condominium.

2) Rules and Regulations - Exhibit "B", attached hereto and made a part hereof as if set forth in full herein, sets out the existing Rules and Regulations, which may be amended and modified from time to time by the Association or its delegate, provided that said Rules and Regulations need not be recorded as an amendment to the condominium documents, but the same shall be construed and enforced as a provision of this Declaration.

Liability - Notwithstanding the duty of the Association to maintain and repair the common elements, the Association or its delegate or the Management Corporation, shall not be liable for injury or damage caused by any latent condition of the property, nor for injury or damage caused by the apartments owners or other persons.

10. INSURANCE - All insurance policies, excepting title insurance, upon the common elements, shall be purchased by the Association ... for the benefit of the condominium parcel owners and their respective mortgagees, as their interest may, appear, and shall provide for the

issuance of mortgage endorsements to the holders of first mortgages upon the Condominium Parcel or Parcels, and, if the insurance company will agree, shall provide that the insuror waive his right of subrogation against or between the individual condominium parcel owners, the Association, or its delegate. Such policies and endorsements shall be held by the Association or its delegate, or the Management Corporation.

- A. Additional Insurance Each Condominium Parcel Owner may obtain additional insurance at his own expense, affording coverage upon his apartment, personal property, and for his personal tort liability for the interior of his apartment.
- B. <u>Condominium Property Coverage</u> The Association, or its delegate, shall keep insured the Condominium Property in a good and responsible insurance company, or companies, licensed to do business in the State of Florida, and non-assessable, against destruction or loss or damage by fire or other casualty, in a sum not less than eighty (80%) percent of the insurable replacement value thereof, exclusive of foundation and land. Policies subject to One Thousand (\$1,000.00) Dollars deduction shall be deemed satisfactory.

All policies issued and renewals thereof on said Condominium Property, and all improvements to the amount of eighty (80%) percent of the insurable or replacement value thereof, as aforesaid, are to be assigned to, and in case of loss, be made payable to the various persons and corporations having an interest therein, as their respective interest may appear.

In the event that a Condominium parcel, or Parcels,

In the event that a Condominium parcel, or Parcels, shall be damaged or destroyed by fire, or other insured casualty, the Association or Management Corporation shall cause to be commenced within six (6) months from the date of the payment of damages by the Insuror and completed within a reasonable time, the repair, restoration and/or rebuilding of the building, or buildings or improvements, so damaged or destroyed, with a building or buildings or improvements substantilly in conformity with the original building or buildings or improvements.

The building or buildings involved shall be repaired to a condition as comparable as possible to their condition just prior to the damage. In the event of destruction in excess of fifty (50%) percent of the permanent building or buildings contained within the Condominium property by fire or other perils, and all persons entitled to vote on Amendments to the Declaration of Condominium and By-Laws, as provided in paragraph 15 herein, shall so elect not to reconstruct, then the proceeds of said fire or extended coverage insurance shall be disbursed to the various owners of the various Condominium Parcels as a common surplus.

The amount of damage incurred by each condominium parcel shall be determined by the adjustment established by the insurance company. Said adjustment shall be made on a re-construction or replacement cost basis.

C. <u>Liability Insurance</u> - The Association or its delegate shall maintain a general liability policy in a mutual or stock company or companies, licensed to do business in the State of Florida and non-assessable, insuring the various persons and corporations having an interest in any part or all of the Condominium property, affording a protection to the limit of \$100,000.00, in the event of death or injury in any one accident; and to the limit of \$10,000.00 in the event of damage to any property. Policies subject to \$100.00 deduction shall be deemed satisfactory. Said liability insurance policy shall not apply or afford protection to any such individual person or persons, or corporation, on liability arising out of such

portions of the Condominium property of Which such individual, person or corporation has exclusive possession, and to Which the common access is denied to other members of the Condominium or general public.

- Apartment Where casualty damage occurs within the boundaries of an apartment of which the Apartment Owner has the responsibility to maintain, in accordance with paragraph 7, sub-paragraph A above, such owner or owners of the apartment or apartments so damaged shall repair the same within one hundred (100) days of the casualty loss and shall bear the cost of such repair; providing, however, that in the event said Condominium Parcel Owners fail to so repair the damage, the Association or its delegate may pay for the repairs and assess the costs therefor against such Condominium Parcel Owner, and the same shall be a lien against the Condominium Parcel in the same manner as other liens and assessments.
- 11. REAL PROPERTY TAXES AND SPECIAL ASSESSMENTS ON CONDOMINIUM PARCELS Real Property taxes and special assessments shall be assessed and collected on the separate Condominium Parcels and not on the Condominium property as a whole.
- above, the Condominium property shall be used only for single family residences. No nuisances shall be allowed upon the Condominium property, nor any use or practice which is the source of an annoyance to residents, or which interferes with the peaceful possession of the other Condominium Parcel Owners. Reasonable Rules and Regulations, as hereinabove provided concerning the use of the Condominium property, may be made and amended from time to time by the Association or its delegate. No apartment may be divided or subdivided into a smaller unit, or any portion of a Parcel may be sold or otherwise transferred, without first amending this Declaration of Condominium to show the change in the apartments to be affected.
- 13. MAINTENANCE OF COMMUNITY INTEREST In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner shall be subject to the following provisions as long as the Condominium exists, and the apartment building in useful condition exists upon the land, which provision each apartment owner covenants to observe:

## A. Transfers Subject to Approval -

- 1) Sale No apartment owner may dispose of an apartment or any interest therein without approval of the Association, excepting to another apartment owner.
- 2) Gift If any apartment owner shall acquire his apartment by gift, the continuance of this ownership of such apartment shall be subject to the approval of the Association.
- 3) Devise or Inheritance If an Apartment Owner shall acquire his apartment by devise or inheritance, the continuance of his ownership of such apartment shall be subject to the approval of the Association.
- 4) Other Transfers If an Apartment Owner shall acquire his apartment by any manner not considered in the foregoing sub-sections, the continuance of his ownership of such apartment shall be subject to the approval of the Association, excepting for apartments held in joint tenancy, estate by the entirety, or tenants in common.
- B. Approval by Association Approval of the Association that is required for the transfer of ownership of apartments shall be by majority vote of the Board of Governors, and shall be obtained in the following manner:

Notice to Association a) Sale - An Apartment owner intending to make a bona fide sale or transfer of his apartment, or any interest therein, shall give to the Association notice of such intention, together with the name and address of the intended purchaser, and such other information concerning the intended purchaser as the Association's Board of Governors may reasonably require. All notices given hereunder shall be accompanied by an executed copy of the proposed contract for the sale of the unit and delivered to the Chairman or any other officer.

Gift, Devise or Inheritance, Other Transfers b) An apartment owner who has obtained his apartment by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association such notice of the acquiring of such Apartment, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instru-

ment evidencing the owner's interest.

c) Failure to Give Notice - If the above required notice to the Association is not given, then at any time after receiving knowledge of the transaction or event transferring ownership or possession, or otherwise, to any apartment, the Association, at its election, without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction, the Association shall proceed as if it received the required notice on the .. date of such disapproval.

Certificate of Approval -Sale - If the proposed transaction is a sale, then within thirty (30) days after receiving such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be so stated in a Certificate executed by the Chairman or Vice-Chairman of the Board of Governors of the Association, which shall thereafter be recorded in the Public Records of Pinellas County, Florida, at the expense of the purchaser or assignee.

- b) Gift, Devise, Inheritance or Other Transfer . If the Apartment Owner giving notice has acquired his apartment by gift, devise, inheritance, or in any other manner, then, within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the apartment owner's ownership of the Apartment. If approved, the approval shall be stated in a Certificate executed by the Chairman or Vice-Chairman of the Board of Governors of the Association, which approval shall thereafter be recorded in the Public Records of Pinellas County, Florida, at the expense of the apartment owner.
- C. Disapproval by Association If the Association shall disapprove a transfer of the ownership of an apartment, the matter shall be disposed of in the following manner:
  - Sale If the proposed transaction is a sale and if notice of such sale given by the Apartment owner shall so demand, then, within thirty (30) days after receipt of such notice and information, the Association shall deliver or mail by certified or registered mail, to the apartment owner, an agreement to purchase the apartment by the Association, or by a purchaser approved by the Association, who will purchase, and to whom the Apartment. owner must sell the apartment upon the following terms:

a) At the option of such purchaser, or the Association, to be stated in the Agreement, the price to be paid shall be that price stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing a laws of the State of Florida governing arbitration agreements, presently being Chapter 57.10 through 57.31, Florida Statutes Annotated.

That the Association and the Apartment owner shall each select one arbitrator, and the two arbitrators so selected shall select a third arbitrator, and the three arbitrators shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. The sale shall thereafter close within thirty (30) days after mailing of the agreement, the purchase price being payable in cash.

b) If the Association shall fail to near the purchaser upon the sale shall fail to near the purchaser upon the sale shall fail to near the purchaser upon the sale shall fail to near the purchaser upon the sale shall fail to near the purchaser upon the sale shall fail to near the purchaser upon the sale shall fail to near the purchaser upon the sale shall fail to near the purchaser upon the sale shall fail to near the purchaser upon the sale shall fail to near the purchaser upon the sale shall fail to near the purchaser upon the sale shall fail to near the purchaser upon the sale shall fail to near the purchaser upon the sale shall fail to near the purchaser upon the sale shall shall shall shall be near the sale shall shall be near the sale shall shall shall be near the sale shall shall

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

purchaser.

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

3) Gift, Devise or Inheritance, Other Transfers - If the apartment owner giving notice has acquired his title by gift, devise, inheritance, or in any other manner, then, within thirty (30) days after receipt from the apartment owner of notice and information required to be furnished, the Association shall deliver or mail by certified or registered mail to the apartment owner, an agreement to purchase the apartment concerned by a purchaser approved by the Association, or by the Association itself who will purchase and to whom the apartment owner must sell the apartment on the following terms:

a) The sales price shall be the fair market value determined by agreement between the seller and the purchaser of the Association, within thirty (30) days of delivery or mailing of such agreement. In the absence of agreement as to price, the fair market value shall be determined by arbitration in accordance with the then existing laws of the State of Florida governing arbitration agreements, presently being Chapter 57.10 through 57.31, Florida Statutes Annotated.

That the Association and the Apartment owner shall each select one arbitrator, and the two arbitrators so selected shall select a third arbitrator, and the three arbitrators shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. The sale shall thereafter close within thirty (30) days after mailing of the agreement, the purchase price being payable in cash.

b) If the Association shall fail to provide a

b) If the Association shall fail to provide a purchaser upon the demand of an apartment owner in the manner provided, or if the purchaser furnished by the Association, or the Association itself, shall default in its agreement to

purchase, then, notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a Certificate of Approval, as elsewhere provided, which shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the purchaser.

- or any interest in it without the approval of the Association, excepting to a National or State Bank, Life Insurance Company, or a Federal Savings and Loan Association, or to a vendor to secure not more than seventy (70%) percent of the purchase price. The approval of any other mortgage shall be upon the terms and conditions as determined by the Association, or may be arbitrarily withheld.
- E. Exceptions The foregoing provisions of this section entitled "Maintenance of Community Interest", shall not apply to a transfer to or purchase by a National or State Bank, Life Insurance Company or a Federal Savings and Loan Association which acquires its title as a result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings. Neither shall such provisions require the approval of a purchaser who acquired an interest in an apartment at a duly advertised public sale with open biddings, provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale.
- F. <u>Unauthorized Transactions</u> Any sale, mortgage, lease or sub-lease not authorized pursuant to the terms of this Declaration of Condominium shall be void unless subsequently approved by the Association.
- 14. COMPLIANCE AND DEFAULT Each apartment owner shall be governed by and shall comply with the terms of this Declaration of Condominium, By-Laws, and Rules and Regulations filed herewith, or as may be adopted from time to time pursuant to the authority herein vested. Failure of any such apartment owner to comply with such documents and regulations shall entitle the Association or other apartment owners to the following relief, in addition to the remedies provided by the Condominium Act.
- A. <u>Negligence</u> An Apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An apartment owner shall pay the Association the amount of any increase in its insurance premiums occasioned by its use, misuse, occupancy or abandonment of an apartment, or its appurtenances, or of the common elements, by the apartment owner.
- B. <u>Costs and Attorneys' Fees</u> In any proceedings arising because of an alleged failure of an apartment owner, occupant, or lessee, to comply with the terms of the Declaration of Condominium, By-Laws and Rules and Regulations as may be adopted from time to time, the Association, or its delegate, or the Management Corporation, shall be entitled to recover the cost of the proceeding, together with reasonable attorneys' fees to be determined by the Court.
- the Management Corporation, or any apartment owner to enforce any covenants, restriction, rule or regulation or other provision of the Condominium Act, this Declaration, the By-Laws or the Rules and Regulations that may be adopted from time to time, shall not constitute a waiver of the right to do so thereafter.

- 15. AMENDMENT OF DECLARATION OF CONDOMINIUM AND/OR BY-LAWS. This Declaration of Condominium and/or By-Laws may be amended in the following manner:
- A. <u>Proposals</u> Amendments to the Declaration of Condominium and/or By-Laws proposed by either the Condominium Parcel owners or the Association, shall be adopted in the following manner:
- B. Notice A written notice of the subject matter of the proposed amendment shall be served upon the fee simple owners of the Condominium Parcels by United States mail to the address which they have registered with the Condominium Association. Said notice shall be mailed at least fifteen (15) days prior to the date of the meeting at which the proposed amendment is to be considered.
- C. Resolution A resolution proposing the adoption of amendments to the Declaration of Condominium and/or By-Laws must be approved by all of the owners of all Condominium Parcels providing that the holders of all liens as described in paragraph 13 D above affecting any of the condominium parcels consent thereto or agree; provided, however, that each condominium parcel shall be entitled to one vote for the fee simple owner. Providing further, that in the event one or more persons are owners in fee simple of one condominium parcel, or more than one condominium parcel, he or they shall have collectively as many votes as condominium parcels. The condominium parcel owners in fee simple who are unable to be present at the meeting at which the amendment is considered may registe; their approval or disapproval in writing.
- D. Recording Upon the adoption of the amendment to the Declaration of Condominium and/or By-Laws, the Association, through its officers, shall certify the amendment as having been duly adopted and shall cause the amendment to be recorded in the Public Records of Pinellas County, Florida, from which time it shall be effective.
- 16. COVENANTS RUNNING WITH THE LAND All of the provisions of this Declaration of Condominium, By-Laws and Rules and Regulations, as the same may be amended from time to time, shall be construed to be covenants running with the land, and every condominium parcel owner or tenant, his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions contained therein.
- 17. MORTGAGE FORECLOSURE In the event proceedings are instituted to foreclose any mortgage on any condominium parcel, the Association or one or more condominium parcel owners shall have the right to purchase such condominium parcel at the foreclosure sale for the amount set forth to be due the mortgagee in the foreclosure proceedings. Nothing herein contained shall preclude a National or State Bank, a Federal Savings and Loan Association, a Life Insurance company or a vendor-mortgagee from owning a Condominium parcel, and such mortgagee shall have an unrestricted, absolute right to accept title to the Condominium parcel in settlement and satisfaction of said mortgage, or to foreclose the mortgage in accordance with the terms thereof and the laws of the State of Florida, and to bid upon said Condominium parcel at the foreclosure sale. In the event the mortgagee taking title on such foreclosure sale, or taking title in lieu of foreclosure sale may acquire such condominium parcel and occupy the same and sell the same without complying with the restriction limiting the occupancy of sald property to persons approved by the Association or its delegate. In the event the Association purchases a Condominium Parcel pursuant to the provisions of this paragraph, all sums expended shall be a common expense.

- 18. RESIDENT AGENT The Resident Agent of the Association to receive service of process is , whose business address is: , St. Petersburg, Florida; who shall serve until he resigns, but shall serve after resignation until his replacement has been designated by the Board of Governors, and the name and residence address of the replacement agent are filed in the Office of the Clerk of the Circuit Court in Pinellas County, Florida.
- 19. BOARD OF GOVERNORS The Board of Governors of the Condominium Association, which shall consist of three persons who shall be owners of a Condominium parcel, shall be elected in accordance with the provisions of the By-Laws, and shall serve for a period of one (1) year, provided that the first Board of Governors, notwithstanding such ownership of a Condominium parcel, shall consist of the following three persons:

NAME

JAMES B. STALLINGS

GERARD T. WALCZAK

RITA WALCZAK

ADDRESS

6736 29th Street South St. Petersburg, Florida 1963 Magnolia Clearwater, Florida 1963 Magnolia Clearwater, Florida

and the above named individuals, or any successor thereof during the first ten (10) years, need not be an owner, and said individuals shall serve for a period of ten (10) years from the date of filing of this Declaration of Condominium, notwithstanding the provisions of paragraph 5, sub-paragraph K of the By-Laws, and thereafter, until their successors are duly elected in accordance with the terms of the Declaration of Condominium and By-Laws. The above named individuals, or any successor thereof within the first ten (10) years, may be re-elected from time to time to the Board of Governors, notwithstanding ownership of a Condominium parcel. Vacancies in the original Board of Governors may be filled by appointment by the remaining Governors to serve the unexpired term.

20. GENERAL PROVISIONS - In the event that the Association shall avail itself of the privilege of delegating and contracting all of its managerial duties, powers and authorities, as provided for in paragraph 9, sub-paragraph A of this Declaration of Condominium, then and in such event, in interpreting and construing this Declaration of Condominium, the word "ASSOCIATION" shall be interchangeable with and a substitute for the term "MANAGEMENT CORPORATION", or "DELEGATE", where the context so requires, to be consistent with the provisions hereof and of any management contract.

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

The breach of any of the foregoing provisions, restrictions or covenants shall not defeat or render invalid the liem of any mortgage or deed of trust made in good faith for value as to any portion of said property, but said provisions, conditions, restrictions and covenants shall be binding upon and effective against any such mortgagee or trustee or owner thereof whose title thereto, or whose grantor's title thereto, is or was acquired by

foreclosure, trustee's sale or otherwise.

Unless by written approval of all holders of first mortgage
liens as described in Paragraph 13 D above affecting the fee simple tit to any condominium parcel, such approval, however, not being unreasonably withheld, the Condominium Association shall not purchase or acquire lands or leaseholds which would result in substantial increase

21. TERMINATION - All of the unit owners in fee simple, and all of the owners of leasehold estates having an original term of ten (10) years or more, may remove the Condominium Property from the provisions of this Declaration of Condominium and from the provisions of Chapter 711, Florida Statutes, by an instrument to that effect duly recorded. Providing further, that all the holders that effect duly recorded. Providing further, that all the holders of all mortgage liens affecting any of the Condominium Parcels must consent thereto and agree by joining in the instruments duly recorded. That their liens shall thereupon be transferred to the percentage of the undivided interest of the unit owner in the property as herein-

Upon removal of the Condominium property from the provisions of this Declaration of Condominium and from the provisions of Chapter 711, Florida Statutes, the Condominium property shall be deemed to be owned in common by the unit owners. Unless other-wise provided in the Declaration of Condominium, the undivided : interest in the property owned in common by each unit owner shall be the percentage of undivided interest previously owned by such

owner in the common elements.

in the common expenses.

THIS DECLARATION OF CONDOMINIUM and the attachments hereto made and entered into this 15 day of

Signed, sealed and delivered presence of:

CHALET-ON-THE-LAKE CONDOMINIUMS,

STATE OF FLORIDA

COUNTY OF PINELLAS

I HEREBY CERTIFY That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknow-ledgments, GERARD T. WALCZAK and JAMES B. STALLINGS, as President and Secretary, respectively of CHALET-ON-THE-LAKE CONDOMINIUMS, INC., a Florida corporation,

55:

to me well known and known to me to be the persons described in and who executed the foregoing Declaration of Condominium; and they acknowledged before me that they executed the same freely and voluntarily and for the uses and purposes therein expressed.

WITNESS My hand and official seal at St. Petersburg, Pinelias y, Florida, this // day of vint, 19 72. County, Florida, this // day of

Notary Public 3

My Commission Expires (13-23

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#### ARFIDAVIT

STATE OF FLORID: COUNTY OF PINELLAS

I HEREBY CERTIFY That on this day personally appeared before me, the undersigned authority, who, after being first duly sworn as required by law, deposes and

l am a Registered Land Surveyor # \$27, and a Registered Cartified Civil Engineer # 3892, authorized to practice in the building plans, floor plans, map, sketches, and together with the wording of the Declaration of Condominium of CHALET-ON-THE LAKE,

A Condominium, constitutes a correct representation of the improvements described as it now exists, and there can be determined therefrom the identification, location, dimensions and size of the common elements and of each Condominium Parcel in said Condominium.

AND FURTHER AFFIANT SAITH NAUGHT.

me this 13 day of 1972.

Notary. Public My Commission Expires:

My Commission Expres DeC 25 1977

I#: 2016388437 BK: 19458 PG: 1439, 12/23/2016 at 08:32 AM, RECORDING 2 PAGES \$18.50 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY

DEPUTY CLERK: CLK102189

PRÉPARED BY AND RETURN TO: TYSON J. PULSIFER, ESQ. WESTERMAN ZETROUER, P.A. 146 2ND ST. N., STE. 100 ST. PETERSBURG, FL 33701

# CERTIFICATE TO FOREGO RETROFITTING PURSUANT TO FLORIDA STATUTE, SECTION 718.112(2)

The undersigned officers of Chalet-On-The-Lake Condominiums, Inc., the corporation charged with the operation and control of Chalet-On-The-Lake, A Condominium pursuant to the Declaration of Condominium of Chalet-On-The-Lake, A Condominium recorded in Official Records Book 3898, Pages 150 et seq., of the Public Records of Pinellas County, Florida, hereby certify that the vote to forego retrofitting the common elements, association property, and units with fire sprinklers was presented to the unit owners and they elected to forego retrofitting the common elements, association property, and units by an affirmative vote of a majority of all voting interests in the affected condominium at the duly called meeting of the Association held on December 5, 2016. The undersigned further certify that the vote was proposed and approved in accordance with the Association's governing documents and applicable law.

IN WITNESS WHEREOF, Chalet-On-The-Lake Condominiums, Inc., has caused this Certificate to be executed in its name on December, 9 2016.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

Chalet-on-the-Lake Association, a legal entity existing pursuant to Chapter 711, Laws of Florida, 1963, Section 12, as amended, said By-Laws being Exhibit "A" attached to the Declaration of Condominium made and entered into the 15th day of September, 1972, 2020, recorded 1760 in the office of the clerk of the Circuit Court, Pinellas County, 10.0 Florida in O.R. 3881 pages 775 through 788 and rerecorded (to correct scrivener's error) in O.R. 3898 pages 150 through 163.

The duly elected Board of Governors of Chalet-On-The-Lake Association hereby certify that on or about April 5, 1982 a written notice of the proposed Amendments was served upon the fee simple owners of the Condominium Parcels by United States mail to their addresses on file with the Condominium Association and notifying them of the date of the proposed meeting, April 29, 1982, at which time said Amendments were to be voted upon.

On April 29, 1982 the proposed Amendments were submitted to the Condominium members and a Resolution proposing the adoption of the Amendments was approved by a unanimous vote of the Condominium owners, said vote being 45 votes "For", no votes against.

The Board of Governors of Chalet-On-The-Lake Association further certifies that the following are the Amendments voted upon and passed by the fee simple owners of the condominium parcels:

The following amendments to the By-Laws as set forth herein shall adopted:

Paragraph 5 - Governors - Sub-paragraph B.

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6 - Powers and Duties of the Board of Governors
Sub-paragraph A.

" 9 - Amendments

Paragraph 5. Governors - Sub-paragraph B. Election of Governors Section 2) of the By-Laws of Chalet-on-the-Lake Association as recorded in O.R. 3881, page 790, Pinellas County Records, Florida, which reads: "Vacancies in the Board of Governors may be filled until the date of the next annual meeting by the remaining governors" is hereby amended by adding the following: "Provided that the remaining Governors shall appoint the person or persons selected by a majority of the condominium owners at a specially called members' meeting."

Paragraph 5. Governors - Sub-paragraph K. Removal of Governors of the said By-Laws as recorded in O.R. 3881, Page 791, Pinellas County Records, Florida, which reads: "A special meeting of the members shall be called upon filing with the Secretary a petition in writing so requesting, signed by not less than eighty (80%) percent of the members entitled to vote. Said petition should clearly state the name of the governor or governors sought to be removed, together with the reason set forth in detail. At such members' meeting, subject to a quorum being present as required in Paragraph 4, subject to a quorum being present as required in Paragraph 4, subject to a quorum being present as required in Paragraph 4, subject to a quorum being present as required in Paragraph 4, subject to a quorum being present as required in Paragraph 4, subject to a quorum being present as required in Paragraph 4, subject to a quorum being present as required in Paragraph 4, sub-

ject to a quorum being present as required in Paragraph 4, sub-THIS INE RUMENT PREFARED BY: ELLAY, CHIMIN)

RETURN TO: > KULES COMMITTEE.

3850 13th Ave N., St. Peters burg, FLA. 33713 paragraph D, such Governor or Governors shall be removed from office upon votes cast of not less than ninety (90%) percent of the votes of the entire membership entitled to vote. In the event such Governor or Governors are removed, then and in such event, a new Governor or Governors shall be elected according to Paragraph 5, sub-paragraph B, to fill the unexpired term of such Governor or Governors" is hereby amended by striking the entire present wording of Sub-paragraph K. Removal of Governors and substituting therefore the following: "A special meeting of the members shall be called upon filing with the Secretary a petition in writing so requesting, signed by not less than sixty-six and two-thirds (66-2/3%) percent of the members entitled to vote. Said petition should clearly state the name or names of the Governor or Governors sought to be removed, together with the reasons set forth. At such members' meeting, subject to a quorum being present as required in Paragraph 4, Sub-paragraph D, such Governor or Governors shall be removed from office upon votes cast of not less than a majority of the votes of the entire membership entitled to vote. In the event a Governor or Governors are so removed, then the vacancy or vacancies shall be filled by a new Governor or Governors elected at that same meeting by a majority of the votes of the entire membership entitled to vote to fill the unexpired term or terms of such Governor or Governors."

Paragraph 6. Powers and Duties of the Board of Governors - Subparagraph A. To Make and Collect Assessments - of the By-Laws of Chalet-On-The-Lake Association as recorded in O.R. 3881, page 792, is hereby amended by adding the following: "notwithstanding any provision to the contrary, the powers of the Board of Governors to make and collect assessments shall be limited to such sums as have been provided for in the annual budget approved by the membership for any calendar year. In the event a special assessment shall be deemed necessary by the Board of Governors for an extra cost item not provided for in the annual budget, such special assessment shall not be passed or levied by the Board of Governors unless said special assessment be approved by a majority of the votes of the entire membership entitled to vote at a special meeting called by the Board of Governors as provided in Paragraph 4, Sub-paragraph B. Special Members' Meetings and C. Notice of All Members' Meetings."

Paragraph 9. Amendments of the By-Laws of Chalet-On-The-Lake Association as recorded in O.R. 3881, page 794, is hereby amended by inserting the following words at the end of the first sentence which ends with the word "documents". "Provided, however, that any future amendments of the By-Laws shall require the consent or agreement of the owners of 34 of the 45 Condominium Parcels." The balance of the wording of this paragraph shall remain unchanged.

### O.R. 5349 PAGE 446

Certified as adopted by the Condominium Parcel owners at a called meeting 7:30 P.M., April 29, 1982 held at 3850 - 13th Avenue North, St. Petersburg, Florida, the condominium's address. IN WITNESS WHEREOF, the officers have hereunto set their hands and seals this \_\_\_\_\_\_\_, 1982.

CHALET-ON-THE-LAKE ASSOCIATION

WITNESS:

by Jorena Harland Lorena Garland, Chairman

Mac Milited

Thomas Atkinson, Vice-Chairman

Pathy B. Haff

ATTEST: Moris Lund

Doris Lund, Secretary-Treasurer

STATE OF FLORIDA ) SS COUNTY OF PINELLAS )

I hereby Certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, LORENA GARLAND, THOMAS ATKINSON and DORIS LUND, as Chairman, Vice-Chairman and Secretary-Treasurer respectively, of CHALET-ON-THE-LAKE ASSOCIATION and acknowledged executing the above instrument in my presence and in the presence of two witnesses, freely and voluntarily under authority duly vested in them and that the seals affixed thereto are the official seals.

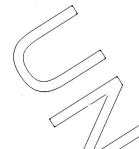
withis 17 day of 200, 1982.

A CONTRACT OF THE CONTRACT OF

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

Notary Public, State of Florida of Large My Commission Expire: FEB. 25, 1986



BY-LAWS

OF

CHALET-ON-THE-LAKE ASSOCIATION

OFFICE - The office of the Association shall be:
6641 Central Avenue, St. Petersburg, Florida
or as otherwise designated by the Board of
Governors from time to time.

- 2. FISCAL YEAR? The fiscal year of the Association shall be the calendar year.
- 3. SEAL- The seal of the Association shall bear the name of the association, the word "Florida", and the words "Condominium Association", and the year of establishment.
- 4. MEMBERS AND VOTING A member shall be the owner of a leasehold estate having an original term of ten (10) years or more of a Condominium parcel. In the event there is no owner of such leasehold estate for a Condominium parcel, then a member shall be the owner or owners in fee simple of such Condominium parcel. Each member shall be entitled to one vote for every Condominium parcel owned for the purpose of electing governors and for transacting any other business authorized to be transacted by the members; provided, however, that in no event shall there by more than one vote cast for each Condominium parcel, excepting when voting on amendments to the Declaration and By-Laws pursuant to paragraph 15 of the Declaration of Condominium.
- A. The Annual Members Meeting shall be held at the office of the Association, at 10:00 A.M., Eastern Standard Time, on the first Monday in December of each year, or as otherwise designated during the month of December by proper notice to the members, given by the Chairman or Vice-Chairman, as set forth in sub-paragraph C hereof, for the purpose of electing governors after the expiration of the original term, as set forth in the Declaration of Condominium, and for transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day. No such annual meeting shall be called until the expiration of the original term of the Board of Governors, excepting when necessary for other business authorized to be transacted by the members.
  - B. <u>Special Members Meetings</u> shall be held whenever called by the Chairman, Vice-Chairman, or by a majority of the Board of Governors.
- C. Notice of All Members' Meetings stating the time and place, and the purpose for which the meeting is called, shail be given by the Chairman or Vice-Chairman, or Secretary, unless) waived in writing. Such notice shall be in writing to each member as his address appears on the books for the Association, and shall be mailed not less than ten (10) days, nor more than sixty...(60) says prior to the date of the meeting. Notice shall be sent by United States mail.
- D. A Guorum at Members' Meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum. When a quorum is present at any meeting, the holders of a majority of the voting rights, present in person or represented by written proxy, shall decide any question brought before the meeting, unless the

question is one upon which, by express provisions of the statutes, the Declaration of Condominium, or of the By-Laws, a different vote is required, in which case such expressed provision shall.

- owned by more than one person shall be cast by the person named in a certificate signed by all of the owners of the Condominium Parcel, and filed with the Secretary of the Association. If said Condominium Parcel is owned by a corporation, or other entity, then the vote shall be cast by the person named in an appropriate certificate for such person and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirements for a quorum, nor for any other purpose.
- F. <u>Proxies</u> Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.
- Owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.
- H. Adjourned Meetings If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.
- I. The Order of Business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

  - Election of Chairman of the Meeting.
    Calling of the roll and certifying of proxies.
    Proof of Notice of Meeting or Waiver of Notice.
    Reading and disposal of any unapproved Minutes. 3) 4) 5) 7) 7)
  - Reports of Governors.
    Reports of Committees.
    Election of Inspectors of Election.

  - Election of Governors.
  - Unfinished business.
  - 10) New business
  - Adjournment.

#### GOVERNORS -

- A. The Board of Governors shall consist of three persons. Each member of the Board of Governors shall be either the owner of a Condominium Parcel as set forth in paragraph 4 above, have an interest therein, or, in the event of a corporate ownership, any officer or designated agent thereof, excepting however, the original Board of Governors including person appointed to fill an unexpired term need not be owners. unexpired term need not be owners.
- B. Election of Governors shall be conducted in the following manner:
  - l) Members of the Board of Governors shall be elected by a majority of the votes cast at the annual meeting of the members of the Association, after the expiration of the original term of the first Board of Governors.
  - 2) Vacancies in the Board of Governors may be filled until the date of the next annual meeting by the remaining governors.
- C. The term of each Governor's Service excepting the original Board of Governors, shall extend until the next annual meeting of the members, and thereafter until his successor is duly

elected and qualified, or until he is removed in the manner elsewhere provided.

- Board of Governors shall be held within ten (10) days of their election, at such place and time as shall be fixed by the Governors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary, providing a quorum shall be present.
- E. Regular Meetings of the Board of Governors shall be held on the first Monday of each month. Notice of regular meetings shall be given to each Governor, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless such notice is waived.
- the Chairman, and must be called by the Secretary at the written request of one-fourth of the votes of the Board. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.
- G. Waiver of Notice Any Governor may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.
- H. A quorum at Governors! Meetings shall consist of the governors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Governors, except as specifically otherwise provided in the Declaration of Condominium. If at any meeting of the Board of Governors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At a meeting called subsequent to such adjournment, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Governor in the action of a meeting by signing and concurring in the Minutes thereof shall constitute the presence of such Governor for the purpose of determining a quorum.
- l. The Presiding Officer of Governors' Meeting shall be the Chairman of the Board if such an officer has been elected. In the absence of the presiding officer, the Governors present shall designate one of their number to preside.
- J. The Members of the Board of Governors shall serve without compensation, except by unanimous approval of all the members of the Board of Governors, and subject to approval of a majority of the members entitled to vote at a special meeting called for such purpose.
- K. Removal of Governors A special meeting of the members shall be called upon filing with the Secretary a petition in writing so requesting, signed by not less than eighty (80%) percent of the members entitled to vote. Said petition should clearly state the name of the governor or governors sought to be removed, together with the reason set forth in detail. At such members meeting, subject to a quorum being present as required in Paragraph 4, sub-paragraph D, such Governor or Governors shall be removed from office upon votes cast of not less than ninety (90%) percent of the votes of the entire membership entitled to vote. In the event such Governor or Governors are removed, then and in such event, a new sub-paragraph B, to fill the unexpired term of such Governor or Governor or

- 6. POWERS AND DUTIES OF THE BOARD OF GOVERNORS All of the powers and duties of the Association shall be exercised by the Board/of Governors. Such powers and duties of the Governors shall be all of the powers and duties as set forth in the Condominium Act and the Declaration of Condominium, these By-Laws and all of the powers reasonably necessary to perform all of said powers and duties, including but not limited to, the following:
- defray the costs of the common expenses.
- its powers and/duties.

  B. To Use the Proceeds of Assessments in the exercise of
- elements, machinery and equipment, operation of the Association, costs of carrying out the powers and duties of the Association and taxes and management fees and costs.
- D. The Reconstruction of Improvements after casualty and the further improvement of the property.
- the use of the property in the Condominium.
- F. To Approve or Disapprove Proposed Purchasers Lessees and mortgagees of apartments in the manner provided by the Declaration of Condominum.
- G. To Enforce by legal means the provisions of the Condominium documents, the By-Laws of the Association, and the regulations for the use of the property in the Condominium.
- H. To Contract for management of the Condominium and to delegate to such contractor all powers and duties of the Association.

  To Lease Real or personal property and enter into land use agreements on behalf of the Association and to bind the Association and its members for the payment of sums called for under any such lease or contract entered into.
- I. To Pay Taxes and Assessments which are liens against any part of the Condominium, other than individual apartments and the appurtenances thereto, and to assess the same against the apartment subject to such liens.
- J. To Carry Insurance for the protection of apartment owners and the Association against casualty and liabilities.
- K. To Pay the Cost of all power, water, sewer and other utility services rendered to the Condominium and not billied to owners of individual apartments.
- L. To Employ Personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.
- ri. To Employ an Attorney-at-Law for legal services for the enforcement of any rules, liens, foreclosures, or provisions contained in these By-Laws or the Declaration of Condominium, the cost of which shall be a common expense.

#### 7. OFFICERS -

the Chairman, who shall be a governor, a Vice-Chairman, who shall be be a Governor, and a Secretary-Treasurer, who shall be a Governor. All of the officers shall be elected by a majority of the members of

the Board of Governors. No person shall hold more than one office at any one time.

- B. The Chairman shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an association, including but not limited to, the power to appoint committee from among the members, from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.
- of the Chairman, exercise the powers and perform the duties of the Chairman, exercise the powers and perform such other duties as shall be prescribed by the Governors.
- D. The Secretary-Treasurer shall keep the Minutes of all proceedings of the Governors and the Members. He shall attend to the giving and serving of all notice to the members and governors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal, when duly signed. He shall keep the records of the Association and shall perform all other duties incident to the office of Secretary of an Association, and as may be required by the Governors or the Chairman. He shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.
- E. Removal of Officers A special meeting of the members shall be called upon filing with any Governor a petition in writing so requesting, signed by not less than eighty (80%) percent of the members entitled to vote. Said petition should clearly state the name of the officer or officers sought to be removed, together with the reason set forth in detail. At such members' meeting, subject to a quorum being present as required in Paragraph 4, sub-paragraph D, votes cast of not less than ninety (90%) percent of the vote of the entire membership entitled to vote. In the event such officer or officers shall be elected according to paragraph 7, sub-paragraph A hereof, to fill the unexpired term of such officer or officers.
- 8. FISCAL MANAGEMENT The provisions of fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:
- A. Assessment Roll Except for the provisions of Paragraph 8 B.3) herein, the assessment roll shall be maintained in a set of accounting books in which there shall be an account for each apartment. Such an account shall designate the name and address of the owner or compars, the amount of each assessment against the owners, the dates and amounts in which the assessments come due, the amounts paid upon the accounts and the balance due upon assessments.
  - B.3)herein, the Board of Governors shall adopt a budget for each calendar year, which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following items:

a) <u>Common expense budget</u> -

 Maintenance and operation of common elements;

Landscaping Walkways Parking spaces

ii) Utility services
iii) Casualty insurance

iv) Liability Insurancev) Administration

b) Proposed assessments against each member 2) Copies of the Proposed Budget - and proposed
assessments, excepting for the provision of paragraph 8.B.3)
hereunder, shall be made available to each member upon request
in writing, on or before January 1, of the year for which the
budget is made. If the budget is subsequently amended before
the assessments are made, a copy of the amended budget shall
be furnished each member concerned.

3) Management Contract - No such budget, proposed budget, accounting or assessment roll, shall be made or required in the event that a management contract is entered into as is authorized by the Declaration of Condominium. The management corporation shall provide such budget in the event the monthly management fee, per apartment, as is set forth in said management contract is increased, or as otherwise agreed upon by the Association and the management corporation.

Association and the management corporation.

4) Method of Collection - That such budget shall be reduced to a monthly amount per apartment as is computed on the basis of the provisions of paragraph 8, sub-paragraph A of the Declaration of Condominium. That each apartment owner shall be notified of such amount, computed on a monthly basis per apartment, and the same shall be due and payable monthly, in advance, to the Association or management corporation, without notice.

- C. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Governors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by check signed by such persons as are authorized by the Governors.
- D. An Accounting of the accounts of the Association shall be made annually by the Treasurer, and certified to by the Board of Governors. A copy of the report shall be furnished to each member upon request in writing. Account reports are subject to the provisions of paragraph 8.B.3) above.
- E. <u>Fidelity Bonds</u> shall be required by the Board of Governors from any officers and employees of the Association, and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Governors, but shall be at least the amount of the funds for which there is responsibility. The premiums of such bonds shall be paid by the Association.
- 9. AMENDMENTS Amendments to the By-Laws shall be proposed and adopted in accordance with the provisions of the Condominium documents. An amendment, when adopted, shall become effective only after being recorded in the Public Records of Pinellas County, Florida. These By-Laws shall be amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium.

Each owner, invitee, relative, guest, or otherwise, hereinafter referred to as Occupant of the Condominium Parcel, shall, in addition to the obligations and duties as set forth in the Declaration of Condominium, the By-Laws or any amendments thereto, be governed by the following regulations.

Each owner has the right to sell or lease his apartment provided that/the proposed purchaser, or lessee, is first approved by the Condominium Association or management corporation. Each new owner shall be bound by the provisions of the Condominium Association and these Rules and Regulations.

2. Each occupant shall maintain his apartment in good condition and répair, including all internal surfaces within or surrounding his apartment and maintain and repair the fixtures therein. Each occupant shall pay promptly for any utilities which are metered separately to

his apartment. 3. Common areas of the building, such as the hallways, stairs, stairwells, elevators, landscaped and grassed areas, shall be used only for the purposes intended. No articles belonging to the apartment occupants shall be kept in such areas, temporarily or otherwise.

4. Apartment occupants are reminded that alteration and repair of the apartment building is a responsibility of the Association, except for the interior of the apartments. No exterior painting of doors or buildings, or additions such as screen doors or lighting fixtures or any other item whatsoever, and no alteration, modification, change or removal may be made of any interior wall without first obtaining written approval of the condominium association or management corporation,

with the exception of painting.

5. No occupant may make or permit anything to be done or performed on, in or about the premises which would result in an increase in

6. No occupant may make or permit any disturbing noises in the building or on the condominium property, whether made by himself, his family, friends, guests or servants, nor do or permit anything to be done by such persons that would interfere with the rights, comforts, or other conveniences of other occupants. No occupant may play or suffer to be played any musical instrument, phonograph, radio or television set in his apartment or on or about the condominium property, between the hours of 11:00 P.M. and the following 8:00 A.M., if the same shall in any manner disturb or annoy the other occupants of the Condominium.

7. No radio or television antenna or antennas, or any wiring for any such purpose may be installed on the exterior of any building or upon the condominium property without the prior written consent of the Association or management corporation. 6. No occupant may make or permit any disturbing noises in the

Association or management corporation.

8. Disposition of garbage and trash shall be only by the use of garbage disposal units, or by use of receptacles supplied by the Association.

9. Each apartment may identify its occupant by a name plate of a type and size approved by the Association or management corporation and mounted in a place and manner so approved.

10. No signs, advertising, or notices of any kind or type, whatsoever, including but not limited to, "For Rent" or "For Sale" signs,
shall be permitted or displayed on the exterior of any apartment; nor
shall the same be posted or displayed in such a manner as to be visible
from the exterior of any apartment.

11. All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association. Such designation may be by separate letter or appropriate marking of the parking space or spaces by the owner's last name or apartment number. All commercia vehicles of any kind or description, campers, boats and boat trailers, All commercial and trailers are specifically prohibited from any portion of the

condominium property.

12. Each apartment occupant shall maint in his apartment in a

The balconies porches, terraces/shall be clean and sanitary manner. The balconies, porches, terraces shall be used only for the purposes intended and shall not be used for hanging garments or other objects, or for cleaning of rugs or other household items. Each apartment occupant may provide his apartment with laundry and drying equipment, subject to the written approval of the management corporation or association, but no drying of laundry will be permitted outside of the occupants apartment, excepting in the laundry room.

13. All apartments shall be and remain carpeted, excepting

bathrooms, kitchens and porches.
14. No cats, dogs or other pets are allowed to be kept in, on or about the Condominium property.

family residence of persons over the age of eighteen (18) years and for no other purpose whatever, excepting upon specific approval in writing from the association or management company which approval may/be revoked or suspended without notice at the discretion of the association-or management company.

16. All official notices of CHALET-ON-THE-LAKE CHALET MANAGEMENT COMPANY or of the management corporation, CHALET MANAGEMENT COMPANY shall bear the signature of JAMES B. STALLINGS as secretary and the official seal of the said association and/or management of the said association and said as as secretary, corporation. Except as otherwise required by the By-Laws of the Association, all such notices shall be mailed to each member at the address on file and recorded for such perposes with the Association and management corporation. No member shall make or permit to be made, any written, typed or printed notices of any kind or type whatsoever, or post the same on the bulletin boards, mail or otherwise circulate it to members, which purports or represents to be, an official act or notice of the Association or Management Corporation. Notices of a social nature or purpose by a member in his capacity as a member, to other members are specifically excluded, provided that all such notices shall bear the signature of the member or members making or uttering such notices and shall be fully responsible for the contents.





#### AFFIDAVIT

STATE OF ELORIDA )
COUNTY OF PINELLAS ) ss:

HEREBY CERTIFY That on this day personally appeared before me, the undersigned authority, who, after being first duly sworn as required by law, deposes and says as follows:

l am a Registered Land Surveyor # \$27, and a Registered Certified Civil Engineer # 3876, authorized to practice in the State of Florida, and do hereby certify that from the survey, building plans, floor plans, map, sketches, and together with the wording of the Declaration of Condominium of CHALET-ON-THE LAKE,

A Condominium, constitutes a correct representation of the improvements described as it now exists, and there can be determined therefrom the identification, location, dimensions and size of the common elements and of each Condominium Parcel in said Condominium.

1972

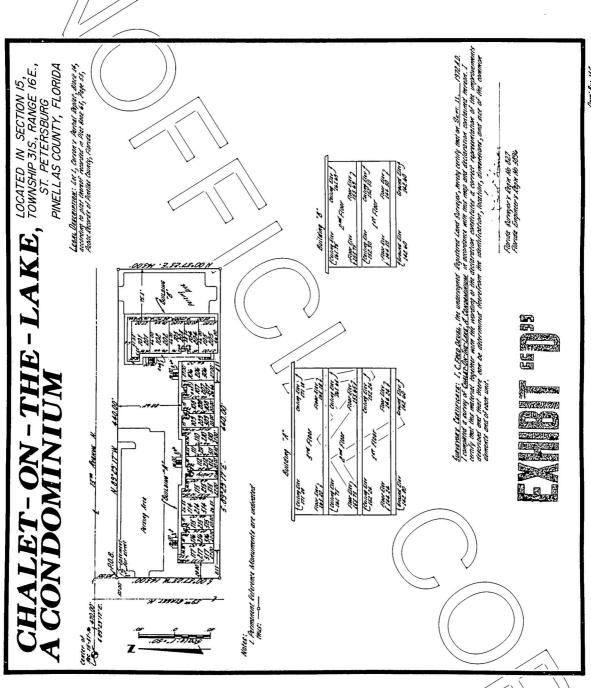
AND FURTHER AFFIANT SAITH NAUGHT.

Sworn to and subscribed before me this 13 day of Lept

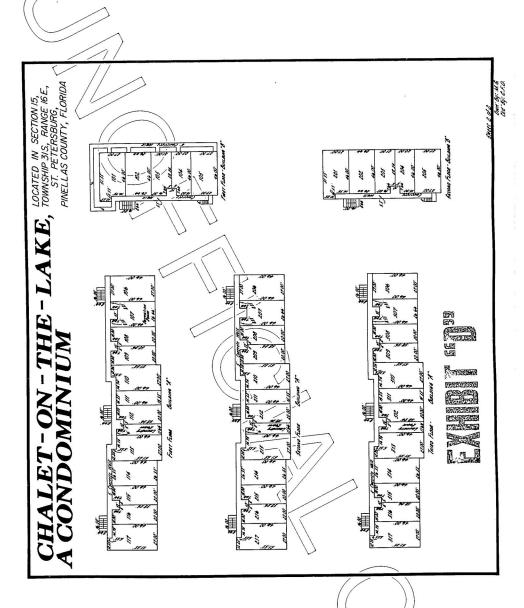
Notary. Public
My Commission Expires:

con Expires:

Notary Public, State of Florida at Large My Commission Expires DEC, 25, 1974

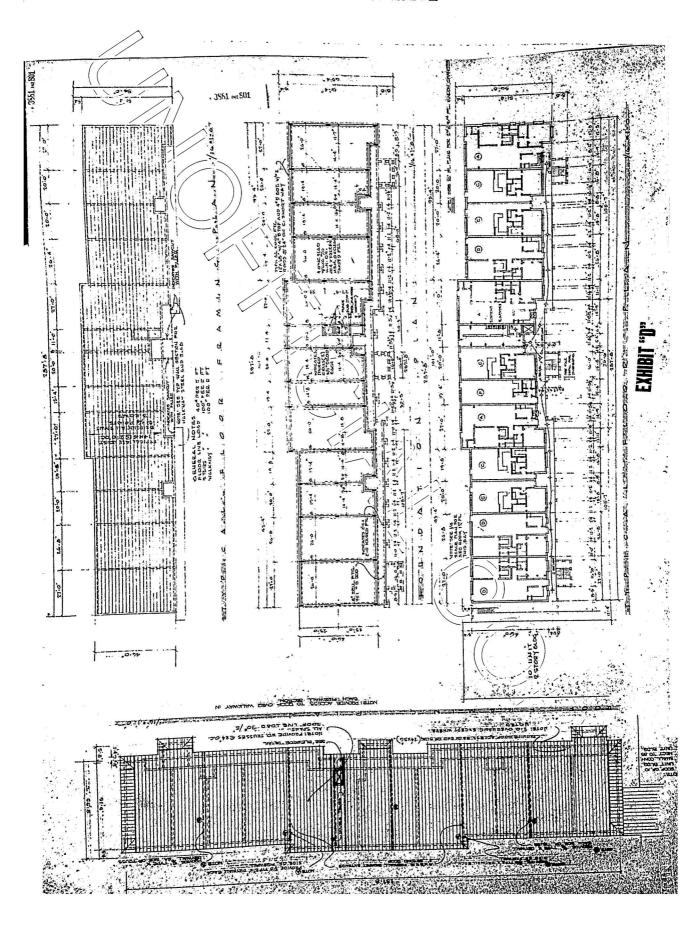


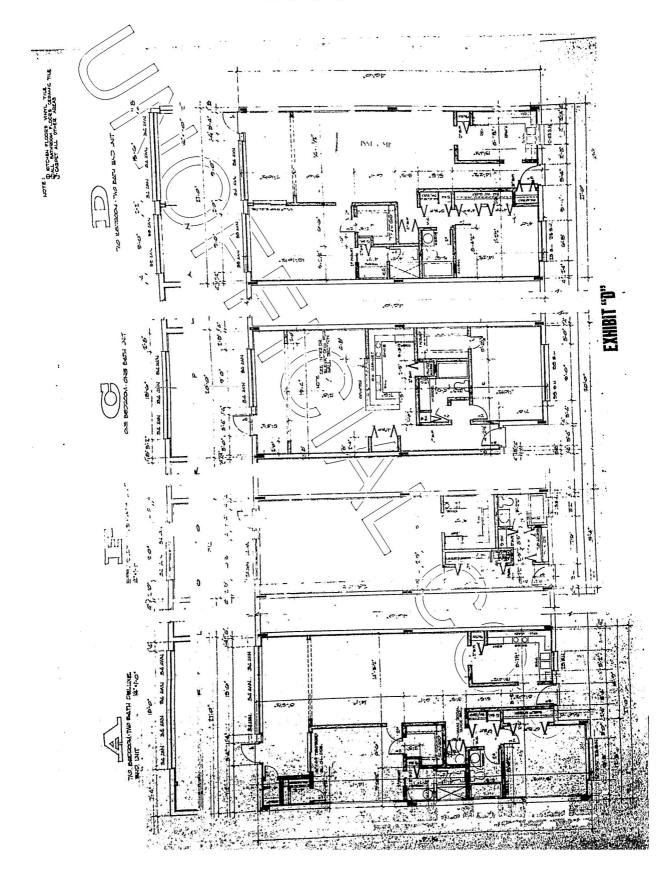
CHA' 64: C.F.O.

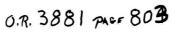


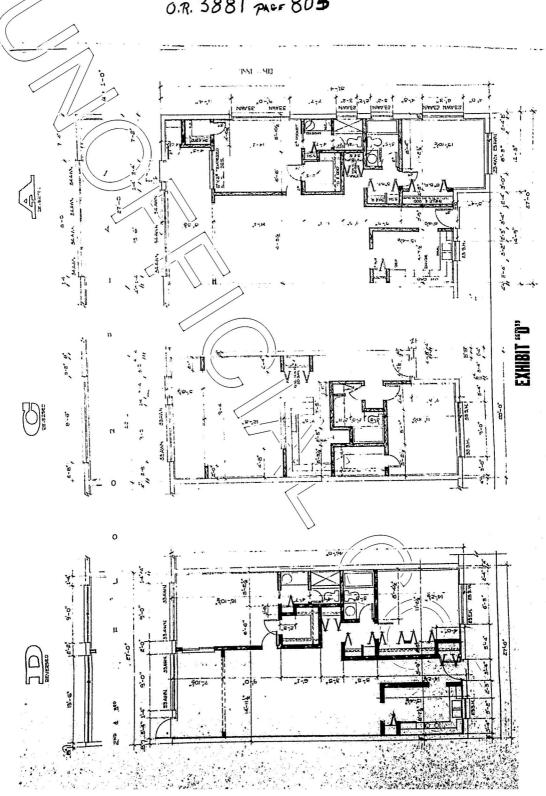
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Hour	3:17	PM
		Book No. 11 Page No. 88 and 89
		Name of Condominium Apartment CHALET-ON-THE-LAKE, A CONDOMINIUM
	15. 4	//_
		Owners: Chalet-On-The-Lake, A Condominium
		OHALOU-ON THE BANKS IN STREET

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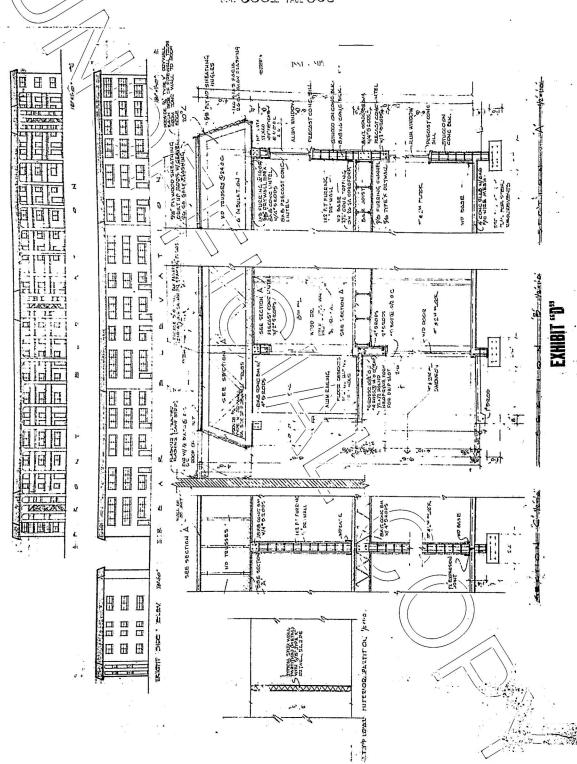


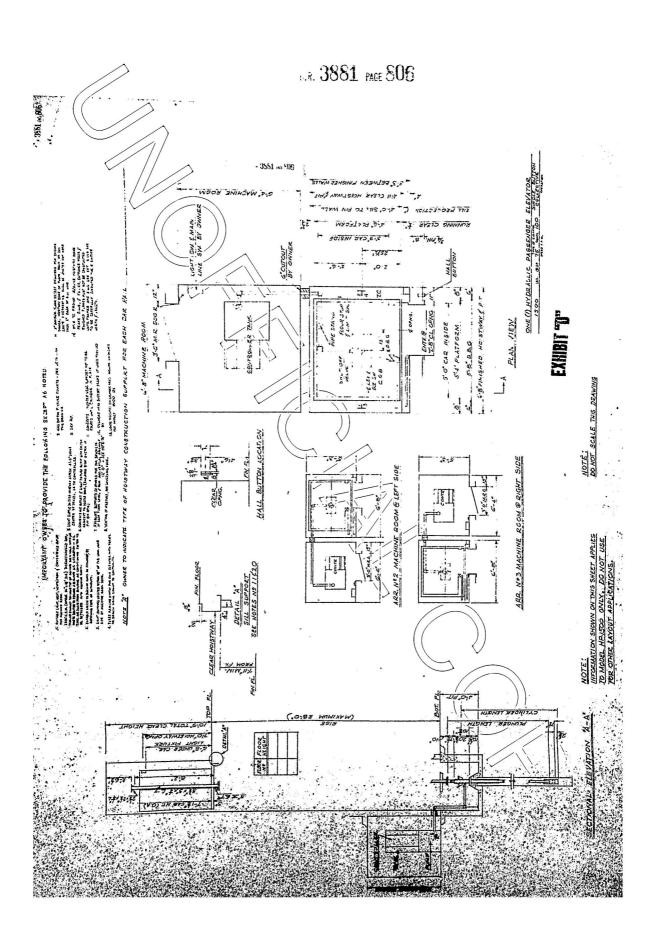


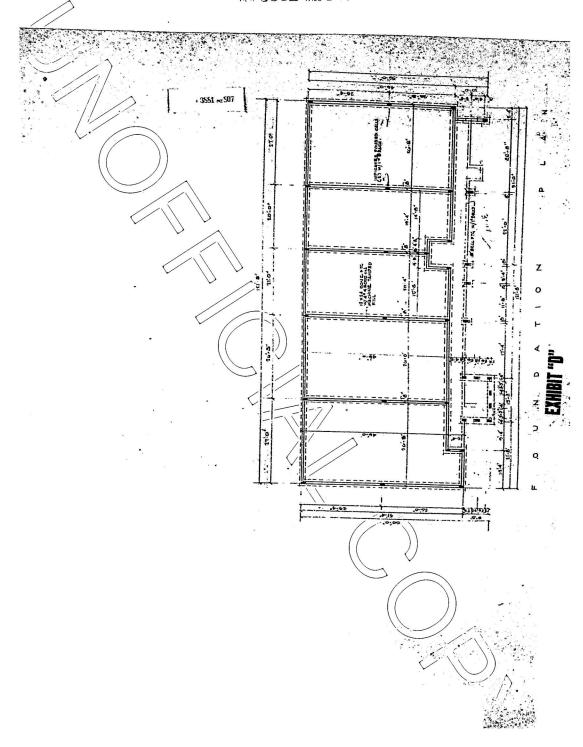


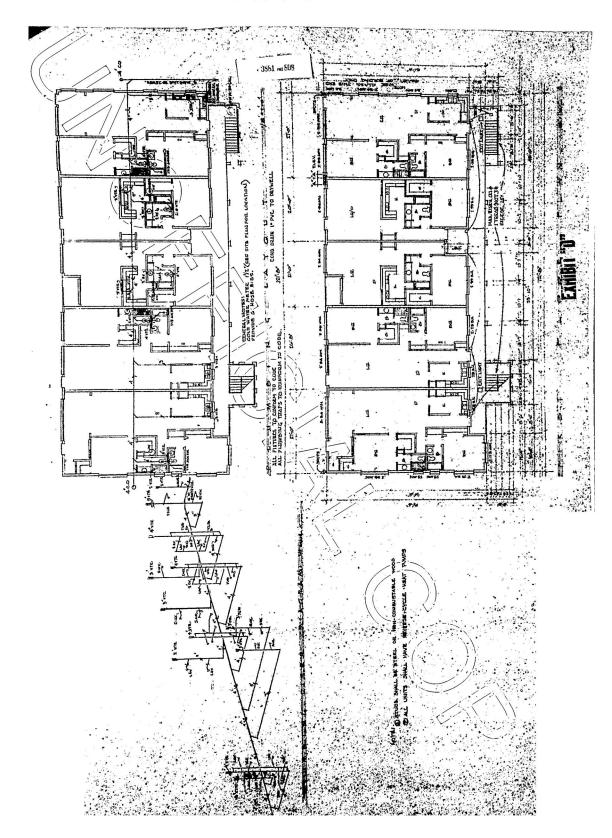


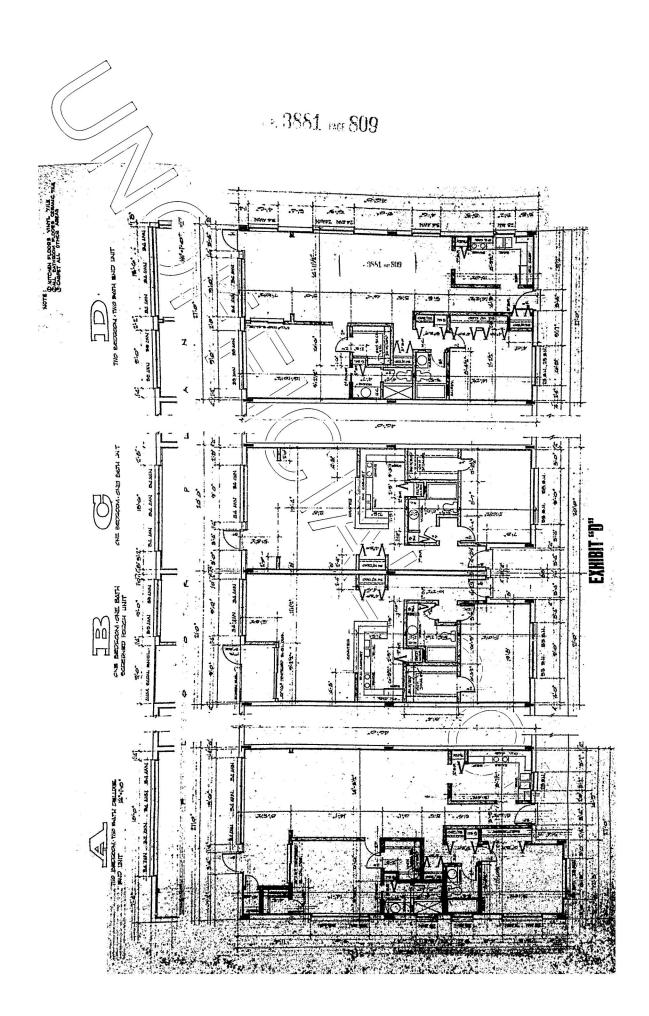
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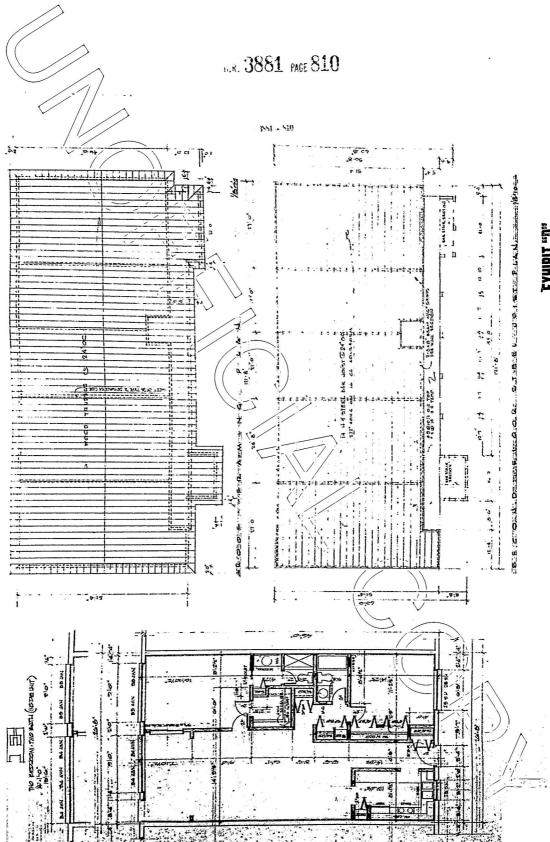




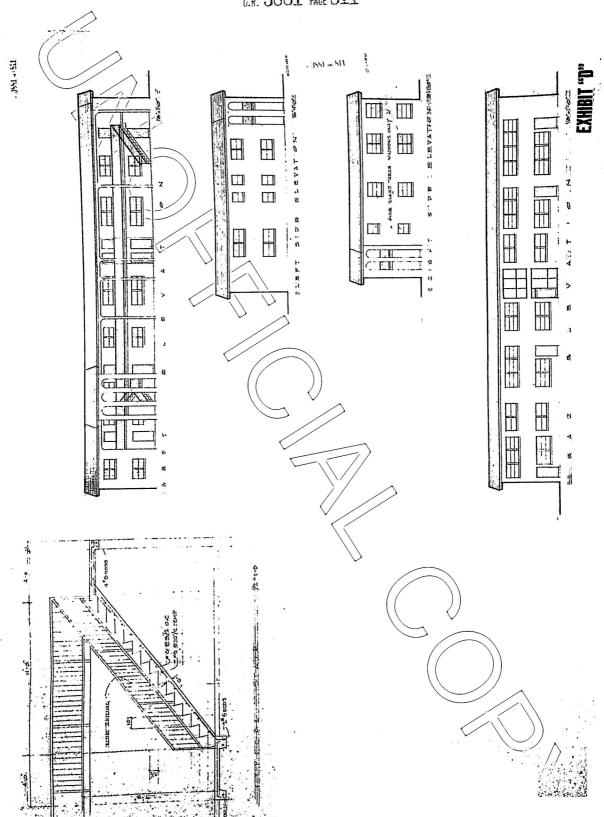








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# CHALET ON THE LAKE CONDOMINIUM ASSOCIATION, INC.

# **RULES & REGULATIONS**

Each owner, invitee, relative, guest, or otherwise; herein referred to as occupant of the condominium parcel shall in addition to the obligations and duties set forth in the Declaration of Condominium – By Laws – Amendments thereto, be governed by the following regulations.

## **GENERAL RULES & REGULATIONS**

- 1. Proposed purchasers or lessees must be first approved by the Condominium Association or Management Corporation.
- 2. Each occupant shall maintain his apartment in good condition and repair.
- 3. No articles belonging to occupants shall be kept in or on hallways, stairs, elevators, common areas, temporarily or otherwise. This includes roller skates, skate boards, wagons, bicycles, tricycles, or any other toy. Nor will the above be permitted to be ridden or played with on walkways or parking lots. Also, no Frisbee or ball playing of any kind shall be permitted in front or back of buildings. Elevators, hallways, stairways, and parking areas are not playgrounds. No roller skates or skate boards permitted anywhere.
- 4. No alteration, exterior modification or change or removal of any interior wall, lighting fixtures or any other item may be made without written approval of the Association or Management Corporation.
- 5. Nothing shall be permitted to be done that increases the insurance premium.
- 6. No occupant may make or permit any disturbing noises on the premises or anything that would interfere with the rights and conveniences of others, or play or allow to be played any musical instrument, phonograph, radio, or TV on or about the Condominium after 11PM or before 8AM if the same shall in any manner disturb or annoy other occupants.
- 7. No radio or TV wiring may be installed on exterior of any building or Condominium property without written consent.

- 8. Garbage and trash shall be disposed of only in garbage disposal units provided. Garbage should be contained in plastic bags and cardboard boxes should be broken down flat.
- 9. Identification name plates permitted of type and size and location approved by Association or Management Corporation.
- 10. No signs, advertising or notices may be permitted or displayed on exterior of any apartment nor anywhere so as to be visible from the exterior.
- 11. Automobiles shall be parked only in parking space so designated for that purpose. No commercial vehicles, campers, boats, trailers, or motorcycles permitted.
- 12. Occupants are to maintain apartment in clean and sanitary manner. Balconies, porches, terraces shall not be used for hanging garments, or other objects, of for cleaning rugs, or other household items. No drying of laundry permitted outside occupant's apartment.
- 13. Apartments to remain carpeted, except bathrooms, kitchen, and foyer / hallways.
- 14. No pets of any kind permitted.
- 15. Specific approval in writing needed for using apartment in absence of owner.
- 16. Official notices of the Association shall bear the signature of the Association. Member assumes full responsibility for bulletin board notice contents thereof and doesn't represent it to be of or for the Association. All notices to be posted on bulletin board must be dated and signed by owner. Your house guest's name, home town, and date of visit are to be posted on bulletin boards.
- 17. Because of problems association with pigeons and bird dropping, residents wish to feed birds are requested to use the 39<sup>th</sup> Street side of the park.
- 18. Residents should be aware that the City of St. Petersburg has posted the adjoining lake as a "NO SWIMMING" area and the condominium is not liable for an injuries or damage incurred at the lake.

Chalet on the Lake Rules & Regulations Page: 3 of 4

- 19. The Association has the irrevocable right of access to each unit during reasonable hours for the purpose of maintenance, repair, or replacement of common elements or any portion of the unit for which the Association is responsible, and to make emergency repairs which are necessary to prevent damage to the common elements or to another unit. Each unit owner shall supply the Association with a key to his unit for such access.
- 20. The Association is not responsible for any damage incurred in obtaining entry to any unit if access is not readily given by the unit owner.
- 21. In the event the Association makes emergency repairs that are the responsibility of a unit owner, the unit owner shall reimburse the Association the cost of such repairs immediately upon request.

#### RECREATION ROOM RULES

- 1. Room primarily to be utilized for occupants' relaxation and entertainment, meetings, social affairs, card parties, etc.
- 2. Social calendar posted for listing intentions to use the room. Persons wishing to use Social Room may contact the Secretary of the Board.
- 3. It is the responsibility of the user to clean up Recreation Room after a private party by 11AM the following morning. After 11AM the Association will clean the Recreation Room with the charges for cleaning being passed along to the sponsoring owner.
- 4. No alcoholic beverages to be served in Recreation Room at any time.
- 5. Children are not permitted in Recreation Room unless accompanied by an adult owner.
- 6. For the use of the Recreation Room, the sponsoring owner will be required to make a donation of \$25.00, which will be turned over to the Board of Governors, to help defray cost of electricity, water, and general maintenance.

  Reservations made by the Secretary of the Board of Governors.

#### SWIMMING POOL REGULATION

The pool is for residents and their guests only. Overnight guests have full use of the pool facility. Non-overnight guests may use the pool only when the occupant accompanies them in the pool area. Pool hours are from 8:00 AM to 10:00 PM. Always shower before entering the pool in order to remove all suntan oil or lotions. Persons with long hair should wear a bathing cap (hair clogs the pool filters). Babies in diapers are prohibited in the pool. All children must be accompanied by an adult at all times. Do not use rafts or floats in the pool when others are present (the pool is not large enough to accommodate them). Glassware and food are prohibited in the pool area. No pets are permitted in the pool area. Running in the pool area is prohibited. Obey all posted rules.

## **RENTALS**

The minimum lease term for units at Chalet on the Lake is one year with approval from the Board of Governors. Any extensions will be in on year leases and each 1 year renewal will need to be approved by the Board of Governors.

After acquiring a unit, no rental is permitted for twelve (12) months.