

Westminster Court Condominiums

Rules and Regulations

TO ALL RESIDENTS OF WESTMINSTER: The following Rules and Regulations are important for all residents of Westminster to follow:

OCCUPANCY: All residents must go through the interview process before they move in. This is important to familiarize them with the rules and regulations of Westminster, and to make them known to the resident manager.

Residents who have moved in as a single person or two people must follow through in the same manner, with no additional live-ins. You must inform your landlord immediately if another person moves in with you, and that person must go through the interview process the same as a new resident. As stated in our By-Laws No. 29.05: "No unit shall be occupied by more than one family."

PARKING: Do not park in any stall other than the one assigned to your unit. Vehicles parked in another resident's stall will be subject to towing.

GUEST parking stalls are to be used by temporary visitors only. Guest parking stalls are not to be used by permanent residents as an ongoing place to park an extra vehicle. Each unit is assigned one parking stall, and any additional vehicles belonging to that unit must find parking on the street.

Do not back your car into your parking stall. The fumes from your exhaust can enter your neighbors' windows and is very dangerous.

Do not park alongside by the fence, within the circle at the end of 36th St., or on any grassy area in front or in back of the buildings.

NOISE: Do not play your music or TV loud enough to be heard by the other residents. Also, loud music from your vehicle, revving your engine, and unnecessary horn honking is very disturbing to your neighbors. Please be considerate.

Avoid making noise outside in the parking lot and common areas where it can be heard by everyone. Loud talking and yelling to one another outside is very disturbing to everyone who has to hear you. Please be considerate.

Any work being done to your unit, such as picture hanging, etc. that makes unavoidable noise should not be done after 8:00 p.m.

LAUNDRY ROOM: Laundry machines are available on a first come, first served basis. However, do not leave your laundry in the washer or the dryer past when it is done, as someone else might be waiting to use the machines. Do not start a load after 7:30 p.m. so that you will be finished by 9:00 p.m. Clean the dryer lint filter when you are done! Be sure to turn out the light and lock the door to the laundry room when you leave. Do not give your laundry key to anyone who does not live at Westminster! Our laundry room is for Westminster residents only.

GARBAGE: Use ONLY the dumpster marked "WESTMINSTER". Make sure your garbage is contained in a plastic bag and securely tied. Do not put loose garbage in the dumpster! Do not set any garbage or items outside the dumpster. Break down and flatten all cardboard boxes before putting into the dumpster.

If you have large items to dispose of, such as mattresses or other types of furniture, call the City of St. Petersburg Sanitation Department and request a bulky item pickup. The number is: 727-893-7398.

Do not put your regular household garbage into the trash can in the laundry room. This can is for empty laundry product containers and dryer lint only.

OUTDOORS: Residents may not hang any laundry, garments, towels, rugs or any other articles over the second floor balustrades. Clothes lines have been provided for this purpose. Do not place any objects such as chairs, flower pots, shoes, or bags of garbage outside your door or in the walkways. The second floor walkways must be kept clear of all objects, by order of the Fire Marshall.

Do not litter! This includes candy and gum wrappers, cigarette butts, cigar filters and any other debris that should be disposed of in your own garbage cans.

No repairs of any motor vehicles may be done on the premises.

No car washing is permitted. Do not move any outside water hoses. These hoses are the property of the association and are not for your personal use.

ADDITIONAL: Absolutely, positively NO PETS allowed. That includes dogs, cats, birds or any other animals or reptiles.

Any water leaks in your bathroom or kitchen must be reported at once to the owner of your unit. The same applies to any electrical problems.

The resident manager does not have keys to any unit. If you lock yourself out, do not go to the resident manager. Contact the owner of your unit.

48 pgs

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O.R. 4969 PAGE 1492

SCHEDULE 1

Plate 35.00 (2)

40 226.00 R

41

43 100

Total 261.00

DECLARATION OF CONDOMINIUM

FOR

JAN 15 4 59 PM '80

WESTMINSTER COURT CONDOMINIUM.

SUBMISSION STATEMENT

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

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

1. Name

1.01 The name of the Condominium is: WESTMINSTER COURT CONDOMINIUM.

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

-----CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 39, PAGES 44 and 45-----

Prepared By: HARKAVY, MOXLEY, MITCHELL & STEWART
219 South Orange Avenue
Sarasota, Florida 33577

Return to

1.03 The resident or registered agent designated to receive service of process upon the Association is RICHARD J. BRANNELLY, whose address is 6399 - 38th Avenue, North, Suite A-5, St. Petersburg, Florida 33710.

2. Land

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

3. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Description - The condominium is described as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Condominium Parcels, Appurtenances, Possession and Enjoyment

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

6.02 There shall pass with a unit as appurtenances thereto:

(1) An undivided share in the common elements.
(2) The right to use such portion of the common elements as is provided for herein.

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

(4) An undivided share in the common surplus.

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

7. Restraint Upon Separation and Partition of Common Elements

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

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

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

8. Common Elements

8.01 Common elements include within their meaning the following items:

(1) The land on which the improvements are located and any other land included in the condominium property, whether or not contiguous.

(2) All parts of the improvements which are not included within the units.

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

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

(5) Installations for the furnishings of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation.

(6) The property and installation in connection therewith required for the furnishing of services to more than one unit or to the common elements.

(7) Elevators and elevator shafts, if applicable, and stairwells.

(8) Manager's office, if any.

(9) The recreational improvements and unassigned parking areas.

(10) Lighting fixtures utilized to illuminate the common elements.

(11) Any portion or portions of the condominium property not included in the units or designated a limited common element.

(12) The Developer shall have the right to assign parking spaces to the unit owners and thereafter either designate such space with the corresponding unit number of the unit owner or utilize such other designation as it shall deem appropriate. Upon such assignment, such parking space shall

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

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

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

9. Amendment of Declaration

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

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

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

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

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

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

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

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

10. Termination of Condominium

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

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

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

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

11. Equitable Relief

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

12. Enforcement of Maintenance

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

13. Limited Common Elements

There are no limited common elements appurtenant to any unit in this condominium excepting for the assigned parking spaces as shown and reflected on the Floor and Plot Plans set forth on Exhibit "A" attached hereto and in paragraph 8.01(12) hereof. These limited common elements are reserved for the use of the units appurtenant thereto to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the limited common elements so appurtenant. Expenses of maintenance and repair for all parking spaces and parking sheds shall be considered common elements for the purpose of cost of repair or maintenance. All outside walkways, stairways, hallways, lawns, laundry rooms and other areas outside of the apartments shall be considered common elements for all purposes.

14. Insurance

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

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

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

14.02 Casualty Insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) If the net insurance proceeds available for restoration and repair, together with funds to be advanced by unit owners to replace insurance proceeds paid over to the institutional first mortgagees, are sufficient to cover the cost thereof so that no special assessment is required, then the condominium property shall be restored and repaired unless three-fourths (3/4) of the total votes of the members of the condominium shall vote to abandon the condominium, in which case the condominium property shall be removed from the provisions of the law, in accordance with Section 713.17 of the Condominium Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Sales, Rental, Lease or Transfer

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

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

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

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

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

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

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

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

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

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

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

16. Limitation of Liability

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

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

17. Liens

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

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

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

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

18. The Association - By-Laws

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

19. Membership in Association

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

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

20. The Association, its Powers and Responsibilities

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

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

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

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

- (1) The irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to any other unit or units.
- (2) The power to make and collect assessments and to lease, maintain, repair and replace the common elements.
- (3) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by unit owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to unit owners or their authorized representatives. Such records shall include, but are not limited to a record of all receipts and expenditures and an account for each unit which shall designate the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments came due, the amounts paid upon the account, and the balance due.
- (4) The power to pay any and all taxes which might be assessed against the Association.
- (5) The power to enter into contracts with others for a valuable consideration, for the maintenance and management of the subject property, including the normal maintenance and repair of the common elements and in connection therewith, to delegate the powers and rights herein contained, including that of making and collecting assessments, perfecting liens for nonpayment and so forth. The service and maintenance contracts referred to herein may delegate to the service company the duty and responsibility to maintain and

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Maintenance; Limitation Upon Improvement

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

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

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

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

22. Common Expenses and Common Surplus

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

tion of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.

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

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

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

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

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

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

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

24. Annual Assessment

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

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

25. Obligations of Members

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

25.01 Promptly pay the assessments levied by the Association.

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

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

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

25.05 Conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using the owner's property by, through or under him do likewise.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. Transfer of Association Control

26.01 When unit owners, other than the Developer, own fifteen percent (15%) or more of the units that will be operated ultimately by the Association, the unit owners, other than the Developer, shall be entitled to elect not less than one third (1/3) of the members of the Board of Directors of the Association. Unit owners, other than the Developer, shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales by the Developer have been closed of fifty percent (50%) of the units that will be operated ultimately by the Association, three (3) months after sales have been closed by the Developer of ninety percent (90%) of the units that will be operated ultimately by the Association, or when all of the units that will be operated ultimately by the Association have been completed, some of them have been sold, and none of the others are being offered for sale by the Developer in the ordinary course of business, or when some of the units have been sold to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever comes first. The Developer shall be entitled to elect not less than one (1) member of the Board of Directors of the Association so long as the Developer holds for sale in the ordinary course of business any units in the condominium operated by the Association.

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

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

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

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

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

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

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

(3) An audit and accounting, which need not be certified, for all association funds, performed by an auditor independent of the developer, including capital accounts, reserve accumulations in accordance with s. 718.504(20)(c) 1st, and contributions.

(4) Association funds or control thereof.

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

(6) Insurance policies.

(7) Copies of any certificates of occupancy which may have been issued condominium property.

(8) Any other permits issued by governmental bodies applicable to the condominium property and which are currently in force or were issued within one (1) year prior to the date upon which the unit owners other than the Developer took control of the Association.

(9) All written warranties of the contractor, subcontractors, suppliers and manufacturers that are still effective.

(10) A roster of unit owners and their addresses and telephone numbers, if known, as shown on the Developer's records.

(11) Leases, of the common elements, and other leases to which the Association is a party.

(12) Employment contracts or service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the unit owners have an obligation or responsibility, directly or indirectly to pay some or all of the fee or charge of the person or persons performing the services.

(13) Other contracts in which the Association is one of the contracting parties.

27. Manager

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

28. Management Agreement

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

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

29. Miscellaneous

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

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

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

29.04 Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of condominium in accordance with the laws made and provided for the same. As used herein, the term "member" means and refers to any person, natural or corporate, who is a unit owner.

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

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

IN WITNESS WHEREOF, the undersigned owner-developer, JOHN J. STEWART, JR. as Trustee for the JOHN J. STEWART, JR., M.D., P.A. PENSION PLAN hereby signs and seals this Declaration of Condominium this 4th day of December, 1979.

Signed, sealed and delivered
in the presence of:

Michael J. [Signature]
Stephen J. [Signature]

John J. Stewart, Jr.
JOHN J. STEWART, JR.
as Trustee for the JOHN J. STEWART,
JR., M.D. P.A. Pension Plan

STATE OF FLORIDA
COUNTY OF PINELLAS

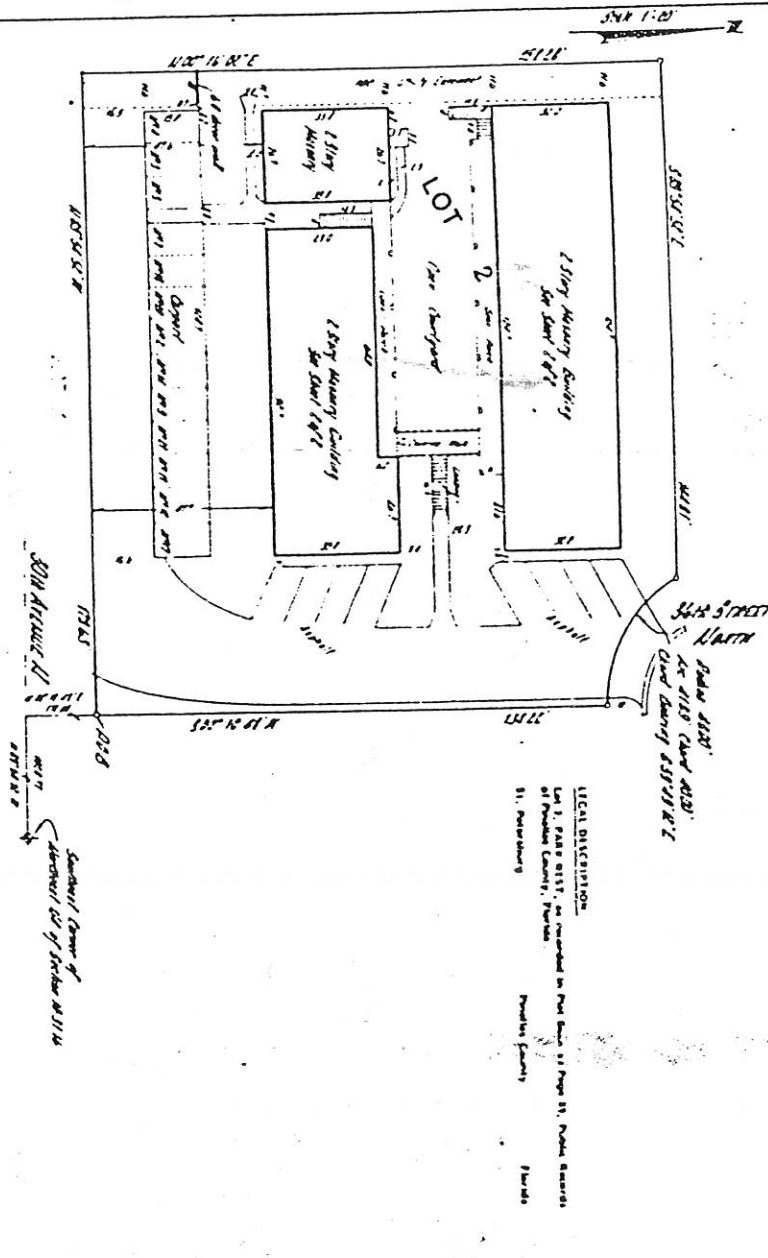
I, an officer authorized to take acknowledgments according to the laws of the State of Florida, duly qualified and acting, HEREBY CERTIFY that JOHN J. STEWART, JR. as Trustee for the JOHN J. STEWART, JR., M.D. P.A. Pension Plan with full power to sell, convey, mortgage and encumber, to me personally known, this day acknowledged before me that he executed the foregoing Declaration of Condominium, and I FURTHER CERTIFY that I know the said person making said acknowledgment to be the individual described in and who executed the said Declaration of Condominium.

IN WITNESS WHEREOF, I hereunto set my hand and official
seal at St. Petersburg, said County and State, this 4th
day of December, 1979.

Virginia L. White
Notary Public Notary Public, State of Florida at Large
My Commission Expires MAY 4, 1981

WESTMINSTER COURT A CONDOMINIUM

BEING IN A PORTION OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 31 SOUTH,
RANGE 16 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA.



LEGAL DESCRIPTION
Lot 1, P&S 2117, as recorded in Plat Book 22 Page 21, Public Records of Pinellas County, Florida.
Pinellas County, Florida

EXHIBIT C

I, C. Fred Dyer, the undersigned Registered Land Surveyor, hereby certify that on November 1, 1971, the property and boundaries are correct. I further certify that the construction of the improvements is substantially complete as they are shown on the plat. I further certify that the boundaries and dimensions of the improvements are correct as shown on the plat. I further certify that the boundaries and dimensions of the improvements are correct as shown on the plat. I further certify that the boundaries and dimensions of the improvements are correct as shown on the plat.

[Signature]
C. Fred Dyer, Registered Land Surveyor, No. 111

C. Fred Dyer and Associates, Inc.

Nov 1971

RANGE 16 EAST CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA.



1st Floor Lbr 151.21
 2nd Floor Crdng Lbr 153.41
 3rd Floor Lbr 163.59
 4th Floor Crdng Lbr 165.59

NO16. City datum 97.0 equals 0.00 mean sea level

211

SCHEDULE 1

O.R. 4969 PAGE 1535

EXHIBIT "B"

WESTMINSTER COURT CONDOMINIUM

Percentage Ownership of Common Elements

<u>UNIT NO.</u>	<u>PERCENTAGE OWNERSHIP</u>
1	5.717
2	5.717
3	4.447
4	4.447
5	5.929
6	4.169
7	4.169
8	4.169
9	4.169
10	6.022
11	5.717
12	5.717
14	4.447
15	4.447
16	5.929
17	6.259
18	4.169
19	4.169
20	4.169
21	6.022

SCHEDULE 1

JOINDER OF MORTGAGEE

The mortgagee, FRANKLIN FEDERAL SAVINGS AND LOAN ASSOCIATION OF ST. PETERSBURG, as the holder and owner of a first mortgage encumbrance of record of the real property which is being submitted herein for condominium ownership, hereby consents to the Declaration of Condominium of Westminster Court Condominium. The mortgage is more particularly described as follows:

(1) Mortgage of real and personal property dated April 17, 1969 and filed on April 17, 1969, and recorded in Official Records Book 2260, commencing at Page 642, of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, FRANKLIN FEDERAL SAVINGS AND LOAN ASSOCIATION OF ST. PETERSBURG has hereunto set its hand and seal on this 20th day of December, 1979.

Signed, sealed and delivered
in the presence of:

[Signature]

FRANKLIN FEDERAL SAVINGS AND
LOAN ASSOCIATION OF ST.
PETERSBURG

[Signature]

By [Signature]
Its Vice President

Attest [Signature]
Its Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this
20th day of December, 1979 by John F. Reed
and Connie S. McCormick, the vice President and the
Asst. Secretary, respectively, of FRANKLIN FEDERAL
SAVINGS AND LOAN ASSOCIATION OF ST. PETERSBURG, a corporation
existing under the laws of the United States of America, on be-
half of the corporation.

William R. Anderson
Notary Public
My Commission Expires:

WILLIAM R. ANDERSON
Notary Public, State of Florida at Large
My Commission Expires DEC. 15, 1981

SCHEDULE 1-A

JOINDER OF MORTGAGEE

The mortgagees, JAMES J. SZENAS and VIRGINIA N. SZENAS, as the holders and owners of a second mortgage encumbrance of record of the real property which is being submitted herein for condominium ownership, hereby consents to the Declaration of Condominium of Westminster Court Condominium. The mortgage is more particulary described as follows:

(1) Mortgage of real and personal property dated Oct 1, 1979 and filed on Oct 2, 1979, and recorded in Official Records Book 4921, commencing at Page 1600, of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, JAMES J. SZENAS and VIRGINIA N. SZENAS have hereunto set their hands on this 3rd day of December, 1979.

Signed, sealed and delivered
in the presence of:

James J. Szenas
JAMES J. SZENAS

Virginia N. Szenas
VIRGINIA N. SZENAS

SCHEDULE 1-A

JOINDER OF MORTGAGEE

The mortgagees, JAMES J. SZENAS and VIRGINIA N. SZENAS, as the holders and owners of a second mortgage encumbrance of record of the real property which is being submitted herein for condominium ownership, hereby consents to the Declaration of Condominium of Westminster Court Condominium. The mortgage is more particulary described as follows:

(1) Mortgage of real and personal property dated Oct 1, 1979 and filed on Oct 2, 1979, and recorded in Official Records Book 4921, commencing at Page 1600, of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, JAMES J. SZENAS and VIRGINIA N. SZENAS have hereunto set their hands on this 3rd day of December, 1979.

Signed, sealed and delivered
in the presence of:

James J. Szenas
John M. Hyatt

James J. Szenas
JAMES J. SZENAS

Virginia N. Szenas
VIRGINIA N. SZENAS