

BREEZEWAY VILLAS

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DECLARATION OF CONDOMINIUM OWNERSHIP OF
BREEZEWAY VILLAS, A CONDOMINIUM

This is a Declaration of Condominium, made this 8th day of APRIL, A.D., 1983, by KRISEMAN ENTERPRISES, INC., a Florida corporation, hereinafter referred to as the "Developer", for itself and its successors, grantees and assigns, to its grantees and assigns, and their heirs, successors and assigns:

WITNESSETH:

WHEREAS, Developer is the owner of certain real property; and

WHEREAS, Developer will erect on said real property multi-unit building(s) and related facilities; and

WHEREAS, Developer desires to submit said real property and said buildings with related facilities to condominium ownership, all pursuant to Chapter 718, Florida Statutes, effective as of the date of the recording of this document.

NOW, THEREFORE, the said Developer, hereby makes the following declarations:

1. PROPERTY: BREEZEWAY VILLAS, A CONDOMINIUM - Phase I, hereinafter referred to as "condominium property", is hereby submitted to condominium ownership:

LEGAL DESCRIPTION
OF
BREEZEWAY VILLAS, A CONDOMINIUM
(Phase I)

See Exhibit "A" attached hereto and made a part hereof.

APR 15 10 22 AM '83
 CLERK CIRCUIT COURT
 KATHLEEN S. GIBSON
 ST. PETERSBURG

This instrument prepared by and TO BE RECORDED IN
 HOLD - St. Peter Branch Pick UP
 CARL G. PARKER of Parker, Parker & Bitting
 CONDOMINIUM PLAT PERTAINING HERETO
 P. O. Box 15339, 3635 Central Avenue
 RECORDED IN PLAT BOOK 68, PAGES 44 AND 45.

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 ST. PETERSBURG, FLORIDA 33711-3339

2. NAME: The condominium is to be identified by the name of BREEZEWAY VILLAS, A CONDOMINIUM.

3. DEFINITIONS: For all purposes in this Declaration and for all purposes in the Articles of Incorporation and By-Laws of BREEZEWAY VILLAS, INC., a non-profit Florida corporation, the following words shall have the definitions as hereinafter stated, to-wit:

(a) Assessment means a share of the funds required for the payment of common expenses which from time to time are assessed against the unit owner.

(b) Association means the entity responsible for the operation of the condominium.

(c) Board of administration means the Board of Directors or other representative body responsible for administration of the Association.

(d) By-Laws means the by-laws for the government of the condominium as the condominium exists from time to time.

(e) Common elements means the portions of the condominium property not included in the units.

(f) Limited common elements means those common elements which are reserved for the use of a certain condominium unit to the exclusion of other units.

(g) Common expenses means the expenses for which the unit owners are liable to the Association.

(h) 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.

(i) Condominium is 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 part thereof an undivided share in the common elements.

(j) Condominium parcel means a unit together with the undivided share in the common elements which is appurtenant to the unit.

(k) Condominium property means and includes the lands that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

(l) Declaration, or 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.

(m) Developer means a person or entity who creates a condominium or who offers condominium parcels owned by it or him for sale or lease in the ordinary course of business, except that the term developer shall not include the owners or lessees of units in condominiums who offer the units for sale or lease or their leasehold interests for

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-2-

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assignment, when they have acquired or leased the units for their own occupancy or use. The definition shall be construed liberally to accord substantial justice to a unit owner or lessee.

(n) Operation, or operation of the condominium, means and includes the administration and management of the condominium property.

(o) Unit means a part of the condominium property which is to be subject to private ownership. A unit may be in improvements, land, or land and improvements together, as specified in this Declaration.

(p) Unit owner or owner of a unit means the owner of a condominium parcel.

(q) Residential condominium means a condominium consisting of condominium units, any of which are intended for use as a private, temporary or permanent residence, domicile or homestead.

(r) Member means an owner of a condominium parcel who is a member of BREEZEWAY VILLAS, INC., a Florida non-profit membership corporation, whether the member is an individual, partnership or corporate entity, hereinafter referred to as the "Association."

(s) Voting member means that member designated by the owner or owners, be it an individual, partnership or corporate entity as recorded in the Public Records of Pinellas County, Florida, owning the majority interest in such single condominium parcel, the designation of whom shall be by statement filed with the Secretary of the Association, who shall continue to cast the vote for all such owners until such time as another person is properly designated as the voting member by those persons or entities owning the majority interest in such single condominium parcels by a similar statement filed with the Secretary.

(t) Institutional mortgagee means a bank, life insurance company, a federal savings and loan association, a state savings and loan association, an institutional investor, mortgage banker, insurance company, and/or a real estate investment trust holding a mortgage on one or more condominium parcels.

4. IDENTIFICATION: The condominium units and all other improvements to be constructed on the condominium property are set forth in the plat attached as Exhibit "B". The construction of the improvements described thereon shall be completed so that such material, together with the wording of this Declaration, is a true and correct representation of the improvements described, and there can be determined therefrom the identification, relative locations and approximate dimensions of the common elements and of each unit. Each condominium unit is identified by a number as shown on the plat attached hereto so that no unit bears the same designation as does any other unit.

5. CHANGES IN PLANS AND SPECIFICATIONS: The Developer reserves the right to alter the interior design, boundaries and arrangements of all Units as long as Developer owns the units so altered. Any alteration shall be accomplished by an amendment to this Declaration, which shall be executed by Developer and all other unit owners of record.

6. DEVELOPER'S UNITS AND PRIVILEGES:

(a) The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, or resell, lease or rent his own units, or act as agent for an owner, under his own terms, to any persons, be it an individual, partnership or corporate entity, approved by said Developer. Said Developer shall have the right to transact on the condominium property any business necessary to consummate sale of units including, but not limited to, the right to maintain condominium models, have signs, employees in the office, use the common elements and to show units. A sales office, signs and all items pertaining to sales shall not be considered common elements and remains the property of the Developer. In the event there are unsold units, the Developer retains the right to be the owner thereof, under the same terms and conditions as other owners, save for this right to sell, resell, rent or lease as contained in this paragraph.

(b) A Developer owning condominium units shall be excused from the payment of his or its share of the common expense in respect of those condominium units for a period not to exceed the first day of the fourth calendar month following the month in which closing of the purchase and sale of the first condominium unit occurs. However, the Developer must pay the portion of common expenses incurred during the period which exceed the amount assessed against other unit owners.

7. COMMON ELEMENTS: Common elements as hereinabove defined shall include within its meaning the following items:

(a) The land on which the improvements are located and any other land included in the condominium property whether or not contiguous, see Exhibit "B".

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

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

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

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

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

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

(h) An undivided share in the common surplus.

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

(j) Easement or encroachments by the perimeter walls, ceilings and floors surrounding each condominium unit caused by the settlements or movements of the building or by minor inaccuracies in building or rebuilding which now exists or hereafter may exist, and such easements shall continue until such encroachment no longer exists.

(k) The exclusive right of use of such portion of the common elements as may be provided by this Declaration shall be deemed to be a limited common element and shall include by way of explanation and not limitation any porches or patios connected or adjacent to units.

8. EASEMENT FOR INGRESS AND EGRESS: The Developer does hereby create as part of the common elements of BREEZEWAY VILLAS, A CONDOMINIUM, for the benefit of all unit owners, a non-exclusive easement for the ingress and egress over all streets, walks and other rights of way serving the units of the condominium, as shown on Exhibit "B" to this Declaration. This easement shall not be deemed to be a public easement.

9. PHASE CONDOMINIUM; UNDIVIDED SHARES OF OWNERSHIP OF THE COMMON ELEMENTS:

(a) BREEZEWAY VILLAS, A CONDOMINIUM, is to be developed in seven (7) phases.

(b) The anticipated construction completion date of Phase I of BREEZEWAY VILLAS, A CONDOMINIUM, is January 31, 1984. The lands proposed to be added to the Condominium as succeeding phases and the anticipated completion date of each succeeding phase is as follows:

Phase II

Commence at the SW corner of Lot 2, OVERPASS VILLAS, as recorded in Plat Book 85, page 43, Public Records of Pinellas County, Florida; thence S. 89°53'50" E., along the South boundary of said Lot 2, a distance of 22.98 feet to the point of beginning; thence continue S. 89°53'50" E., along said south boundary, 96.00 feet; thence N. 0°06'10" E., 195.00 feet; thence N. 89°53'50" W., 54.00 feet; thence S. 0°06'10" W., 56.00 feet; thence N. 89°53'50" W., 42.00 feet; thence S. 0°06'10" W., 139.00 feet to the point of beginning.

Completion Date: July 31, 1985

Phase III

Begin at the NW corner of Lot 2, OVERPASS VILLAS, as recorded in Plat Book 85, page 43, Public Records of Pinellas County, Florida; thence S. 89°54'35" E., along the North boundary of said Lot 2, a distance of 188.24 feet; thence S. 0°06'10" W., 54.98 feet; thence S. 45°06'10" W., 64.91 feet; thence N. 89°53'50" W., 76.64 feet;

thence S. 0°06'10" W., 56.00 feet; thence N. 89°53'50" W., 42.00; thence S. 0°06'10" W., 70.00 feet; thence N. 89°53'50" W., 23.15 feet to a point on the west boundary of said Lot 2; thence N. 0°02'14" W., along said west boundary, 226.84 feet to the point of beginning.

Completion Date: January 31, 1987

Phase IV

Parcel A:

Commence at the SW corner of Lot 2, OVERPASS VILLAS, as recorded in Plat Book 85, page 43, Public Records of Pinellas County, Florida; thence S. 89°53'50" E., along the South boundary of said Lot 2, a distance of 118.98 feet; thence N. 0°06'10" E., 145.00 feet to the point of beginning; thence S. 89°53'50" E., 222.00 feet; thence N. 0°06'10" E., 50.00 feet; thence N. 89°53'50" W., 22.64 feet; thence N. 44°53'50" W., 64.91 feet; thence N. 89°53'50" W., 84.93 feet; thence S. 45°06'10" W., 64.91 feet; thence N. 89°53'50" W., 22.64 feet; thence S. 0°06'10" W., 50.00 feet to the point of beginning.

Parcel B:

Begin at the SW corner of Lot 2, OVERPASS VILLAS, as recorded in Plat Book 85, page 43, Public Records of Pinellas County, Florida; thence S. 89°53'50" E., along the south boundary of said Lot 2, a distance of 22.98 feet; thence N. 0°06'10" E., 69.00 feet; thence N. 89°53'50" W., 23.15 feet to a point on the west boundary of said Lot 2; thence S. 0°02'14" E., 69.00 feet to the point of beginning.

Parcel C:

Begin at the SE corner of Lot 2, OVERPASS VILLAS, as recorded in Plat Book 85, page 43, Public Records of Pinellas County, Florida; thence N. 89°53'50" W., along the south boundary of said Lot 2, a distance of 23.41 feet; thence N. 0°06'10" E., 69.00 feet; thence S. 89°53'50" E., 23.23 feet to a point on the east boundary of said Lot 2; thence S. 0°02'48" E., 69.00 feet to the point of beginning.

Completion Date: July 31, 1988

Phase V

Commence at the SE corner of Lot 2, OVERPASS VILLAS, as recorded in Plat Book 85, page 43, Public Records of Pinellas County, Florida; thence N. 89°53'50" W., along the South boundary of said Lot 2, a distance of 119.41 feet to the point of beginning; thence continue N. 89°53'50" W., along said south boundary, 99.00 feet; thence N.

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0°06'10" E., 145.00 feet; thence S. 89°53'50" E., 99.00 feet; thence S. 0°06'10" W., 145.00 feet to the point of beginning.

Completion Date: January 31, 1990

Phase VI

Begin at the NE corner of Lot 2, OVERPASS VILLAS, as recorded in Plat Book 85, page 43, Public Records of Pinellas County, Florida; thence S. 0°02'48" E., along the east boundary of said Lot 2, a distance of 226.94 feet; thence N. 89°53'50" W., 23.23 feet; thence N. 0°06'10" E., 70.00 feet; thence N. 89°53'50" W., 42.00 feet; thence N. 0°06'10" E., 56.00 feet; thence N. 89°53'50" W., 76.64 feet; thence N. 44°53'50" W., 64.91 feet; thence N. 0°06'10" E., 55.00 feet to a point on the north boundary of said Lot 2, thence S. 89°54'35" E., along said north boundary, 187.17 feet to the point of beginning.

Completion Date: July 31, 1991

Phase VII

Commence at the SE corner of Lot 2, OVERPASS VILLAS, as recorded in Plat Book 85, page 43, Public Records of Pinellas County, Florida; thence N. 89°53'50" W., along the south boundary of said Lot 2, a distance of 23.41 feet to the point of beginning; thence continue N. 89°53'50" W., along said south boundary, 96.00 feet; thence N. 0°06'10" E., 195.00 feet; thence S. 89°53'50" E., 54.00 feet; thence S. 0°06'10" W., 56.00 feet; thence S. 89°53'50" E., 42.00 feet; thence S. 0°06'10" W., 139.00 feet to the point of beginning.

Completion Date: June 30, 1993

(c) The initial phase, Phase I, shall consist of (2) two-story buildings, each building containing three units constructed on that real property described in Exhibit "A" attached hereto and by reference made a part thereof. A survey of the land and a graphic description of the improvements in which the units will be located, a plot plan thereof and floor plans are collectively attached hereto as Exhibit "B" and by reference made a part hereof. These buildings will each consist of two (2) ground floor units and one (1) second story unit. The units will be numbered as shown on Exhibit "B". The undivided share of each unit shall be one-sixth (1/6) of the total, which share is subject to change upon the completion of additional phases.

(d) The next phase, Phase II, shall consist of (2) two-story buildings, each building containing three units constructed on that real property described hereinabove, which property shall then become a part of the condominium property.

(e) The next phase, Phase III, shall consist of (2) two-story buildings, each building containing three units constructed on that real property described hereinabove

which property shall then become a part of the condominium property.

(f) The next phase, Phase IV, shall consist of (2) two-story buildings, each building containing three units and a 18' X 30' unheated swimming pool constructed upon that real property described hereinabove, and as reflected on the overall Phase Plan attached hereto as part of Exhibit "B". That property specifically described herein as Phase IV shall then become a part of the condominium property.

(g) The next phase, Phase V, shall consist of (2) two-story buildings, each building containing three units constructed on that real property described hereinabove, which property shall then become a part of the condominium.

(h) The next phase, Phase VI, shall consist of (2) two-story buildings, each building containing three units constructed on that real property described hereinabove, which property shall then become a part of the condominium.

(i) The next and last phase, Phase VII, shall consist of (2) two-story buildings, each building containing three units constructed on that real property described hereinabove, which property shall then become a part of the condominium.

The phases development described herein is reflected on the overall Phase Plan of BREEZEWAY VILLAS, A CONDOMINIUM attached hereto as part of Exhibit "B".

(j) The undivided share of each unit shall change as each phase is completed as follows:

Upon completion of Phase I, 1/6 of total.
Upon completion of Phase II, 1/12 of total.
Upon completion of Phase III, 1/18 of total.
Upon completion of Phase IV, 1/24 of total.
Upon completion of Phase V, 1/30 of total.
Upon completion of Phase VI, 1/36 of total.
Upon completion of Phase VII, 1/42 of total.

(k) The approximate size, style and design of the units included in the additional phases and the manner of construction shall be similar to that of the units contained in Phase I. Each unit shall contain approximately 918 square feet.

(l) The number of any units which may be added by any subsequent phase or phases shall be thirty-six (36).

(m) Upon the completion of each additional phase, the unit owners in each additional phase(s) shall be subject to the same obligations and shall have the same rights and privileges as all other unit owners. The addition of any subsequent phase or phases as provided for herein shall not alter or impair the voting rights of the unit owners as provided in Paragraph 12 herein.

(n) The provisions herein for the development of BREEZEWAY VILLAS, A CONDOMINIUM, in phases, shall impose no obligation upon the developer to construct or complete such phases, but shall reserve unto the developer the right to construct Phase II as provided herein within approximately eighteen (18) months from the completion date of Phase I; and to construct each additional phase as provided herein within

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approximately eighteen (18) months from the completion date of the phase last completed, but all phases must be completed, if built, on or before June 30, 1993.

(o) The developer shall have the right to amend this declaration to effect the phased development of BREEZEWAY VILLAS, A CONDOMINIUM. It is anticipated by the Developer that subsequent phase(s) may be added to this condominium by virtue of amendment or amendments to this declaration. In no event shall there be more than a total of seven (7) phases consisting of no more than forty-two (42) units as described in Exhibit "B" hereto. The Developer shall have the right to combine one or more subsequent phases.

(p) The recreational area facilities as described herein may not be built or provided if any subsequent phase or phases are not built and added as a part of this condominium by the Developer herein. In the event the recreational facilities are constructed in Phase IV, no personal property shall be provided.

(q) The Developer commits that time-share estates will not be created with respect to any units in either Phase I or any succeeding phase or phases of BREEZEWAY VILLAS, A CONDOMINIUM.

10. COMMON EXPENSES AND COMMON SURPLUS:

(a) Common expenses shall include the expenses of the operation, maintenance, repair or replacement of the common elements, costs of carrying out the powers and duties of the Association, and any other expense designated as common expense by the law, this Declaration or the By-Laws.

(b) Common expenses shall be shared in accordance with the undivided shares stated as percentages in Paragraph 9. It is understood that this shall include the expenses in connection with any assessments, insurance and all other expenditures for which the Association shall be responsible. Such payments shall be due and payable to the Association and the Association shall have the right and authority to collect such payments; and the Association shall have the further right to distribute such payments in accordance with the condominium laws of the State of Florida, and as provided in the Management Contract with BREEZEWAY MANAGEMENT CO., a copy of said Contract being attached hereto and made a part hereby by reference and marked Exhibit "C", and subject to any and all non-profit association rules.

(c) The common surplus shall be owned by unit owners in the shares as provided in the ownership of common elements as provided for herein.

11. GOVERNING BODY: The affairs of the condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation shall be BREEZEWAY VILLAS, INC., hereinafter called the "Association." The Articles of Incorporation are attached hereto and made a part hereof by reference and marked Exhibit "D", and the By-Laws of the Association are attached hereto and made a part hereof by reference and marked Exhibit "E".

12. THE ASSOCIATION: The Developer and all persons hereafter owning condominium parcels (owners) whose interest

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is evidenced by the recordation of a proper instrument in the public records of Pinellas County, Florida, shall automatically be members of the Association and such membership shall automatically terminate when such persons have divested themselves of such interest.

An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote, which vote shall be cast by the voting member or by proxy.

There shall not be more than forty-two (42) voting members in the Association at any one time and each may cast one (1) vote. A person or entity owning more than one (1) condominium parcel may be designated as a voting member for each such condominium parcel which he owns.

All of the affairs, policies, regulations and property of the Association shall be controlled by the Board of Directors of the Association consisting of not less than three (3) members and not more than seven (7) voting members.

13. AMENDMENT OF DECLARATION:

(a) This Declaration may be amended by affirmative vote of three-fourths (3/4) of the condominium parcel owners at a meeting duly called for such purpose pursuant to the By-Laws; provided, however, that no amendment shall be made which shall in any manner impair the security of an institutional mortgagee having a mortgage or other lien against any one or more condominium parcels, or any other record owners of liens thereon; nor shall any amendment in any manner impair the Management Contract with BREEZEWAY MANAGEMENT CO., attached hereto as Exhibit "C", or the "Management Company". If such amendment is for the purpose to correct an error or omission in this Declaration of Condominium or in other documentation required by law to establish the condominium form of ownership, then such amendment shall nevertheless be effective when duly passed by an affirmative vote of fifty-one percent (51%) of the members of the Association present or represented by written proxy in accordance with the By-Laws, and recorded among the public records of Pinellas County, Florida; provided, however, that the property rights of the owners are not materially and/or adversely affected by such amendment.

(b) 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, nor change the proportions 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 and unless all the record owners of all other units approve the amendment. If it shall appear through scrivener's error 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 the Declaration, such that the sum total of the shares of common elements which have been distributed or the sum total of the shares of the common expenses of ownership of common surplus fail to equal one hundred percent (100%) (or if it shall appear that through such error more than one hundred percent (100%) of common elements or common expenses or ownership of the common surplus shall have been distributed) such error shall be corrected by the filing of an amendment to this Declaration

executed by the Association, the owners of the units and the owners of liens thereon for which modification in the shares of common elements or shares of common expenses or the common surplus are being made. No other unit owner shall be required to join in or execute such an amendment.

(c) In no event shall any amendment to this Declaration be made without first obtaining the written consent of the institutional mortgagee or mortgagees who have joined in this Declaration, or to affect any rights that the Developer enjoys during his ownership of any units in the Association.

(d) Notwithstanding anything to the contrary contained in this Declaration, the Developer, pursuant to Paragraph 9 hereof, expressly reserves the right to amend the Declaration so as to submit to condominium ownership adjacent lands on property described as Phase II, Phase III, Phase IV, Phase V, Phase VI and Phase VII on Exhibit "B" attached hereto, together with improvements thereon in such a manner as to make said lands and improvements part and parcel of this condominium. The Developer may amend this Declaration as aforescribed by filing an amendment (or amendments) of Declaration among the public records of Pinellas County, Florida, which amendment (or amendments) shall describe and submit the land being submitted to condominium ownership, and which amendment (or amendments) shall have attached thereto such certificates, surveys, plans or sketches as are required by the Condominium Act. Such amendments need be executed and acknowledged only by Developer, and need not be approved by the Association, unit owners, or lienors or mortgagees of units of the condominium whether or not elsewhere required for amendments.

(e) There shall be no amendment in the common elements or sharing in the common expenses unless approved by 100% of the unit owners or the effected unit owner as provided by the condominium laws of the State of Florida.

14. TYPE OF OWNERSHIP: Ownership of each condominium parcel shall be by Warranty Deed from the Developer conveying fee simple title to each condominium parcel. There shall be included in each parcel the undivided share in the common elements herein specified.

15. ASSESSMENTS, LIABILITY, MAINTENANCE, LIEN AND PRIORITY INTEREST, COLLECTION: Common expenses shall be assessed against each condominium parcel of the Association as provided in Paragraphs 9 and 10 above, including those expenses which may be incurred for services which have been contracted by the Board of Directors of the Association in accordance with the Management Contract from time to time during the term of the contract by a majority vote of said Board.

Every assessment, regular or special, made hereunder, and costs incurred in collecting the same, including reasonable attorney's fees, shall be paid by the unit owner when due.

Failure to pay any assessment when due shall entitle the Association to the right to record and foreclose a Claim of Lien as set forth in Chapter 718.116, Florida Statutes effective as of the date of the recording of this document. The Claim of Lien shall be subordinate to any first mortgage recorded prior to the date of the recordation of the Claim of Lien. All assessments which are not paid

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shall bear interest at the highest rate allowed by law to charge to individuals in the State of Florida.

When the institutional mortgagee of a first mortgage obtains title to the unit by reason of foreclosure or a deed in lieu of foreclosure, said first mortgagee acquiring title shall not be liable for assessments chargeable to the former unit owner which came due prior to acquisition of title by the said first mortgagee, 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 shall be deemed a common expense, collectible from all owners including the acquirer of title through foreclosure.

16. **MAINTENANCE:** The responsibility for the maintenance of the condominium units and parcels as it may apply hereafter, with the exception of those responsibilities for maintenance and services as provided for by the Association in the hereafter attached Management Contract, shall be as follows:

(a) **By the Association:** The Association shall maintain, repair and replace at the Association's own expense:

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

(2) All conduits, ducts, plumbing, gas pipes, wiring and other facilities for the furnishing of utility service which are contained in the portions of the unit contributing to the support of the building or within the interior boundary walls, and all such facilities contained within a condominium unit which services part or parts of the condominium other than the unit within which it is contained or in the common elements so that Management Company can perform its contract obligations.

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

(4) All ingress and egress easement areas, uncovered parking areas and any recreational areas and facilities, if constructed.

(b) **By Each Unit Owner:** The responsibility of the unit owner with the exception of those responsibilities for management as provided for by the Association in the aforesaid Management Contract, shall be as follows:

(1) To maintain in good condition, promptly repair and replace, at his expense, all portions of the unit, except those portions to be maintained, repaired and replaced by the Association, which shall include but not be limited to the following:

(aa) Repair of water leaks within unit.

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

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(cc) Repair any and all heating defects within the unit. In the event that such repairs are not made by the unit owner within fifteen (15) days after notice by the Management Company or the Association, the Management Company or the Association shall have the right to enter the unit and make such repairs and assess the unit owner accordingly, and unit owner shall not deny entry to the Management Company or the Association.

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

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

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

17. ENFORCEMENT OF MAINTENANCE: In the event any owner fails to maintain his unit as required above, the Association or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvement within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provisions; however, any lender or owner in the event the Association fails to comply with the terms and conditions of this Declaration or its Articles of Incorporation and By-Laws may apply to a court of competent jurisdiction for the appointment of a receiver for the purpose of carrying out the terms and conditions required to be performed by the Association.

18. INSURANCE: Each building contained in this condominium shall be insured separately, but under one master policy. Should damage occur to one building, owners of units in the remaining building or buildings shall not be responsible for such damage that may have occurred in any building in which they do not hold fee simple interest in a condominium unit. The insurance provided for in the aforesaid Management Contract which shall be carried upon the condominium property of the condominium parcels owners shall be governed by the following provisions:

(a) All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the condominium parcel owners and their institutional mortgagees, as their interests may appear, and provisions shall be made for the issuance of certificate of mortgage endorsements to the institutional mortgagees. The above insurance provision specifically does not include coverage of or on personal property, personal liability and/or living expenses of any condominium unit owner.

(b) Coverage:

(1) Casualty: All buildings and improvements upon the land and all personal property included in the condominium property, and other than personal property owned by condominium parcel owners, shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time will be customarily covered with respect to buildings similar in construction, location and use as the building on said land including, but not limited to, vandalism and malicious mischief. The Board of Directors of the Association shall have the right to contract for additional casualty and property damage insurance as they may deem necessary at the expense of the Association.

(2) Public Liability: In addition to the public liability coverage as is provided for by the Management Contract as set forth in Exhibit "C", the Board of Directors of the Association shall have the right to contract for additional public liability insurance as may be deemed necessary at the expense of the Association, as listed below.

(3) Flood Insurance Protection: Under the Flood Disaster Protection Act of 1973, if required, to meet the requirements of the law.

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

(c) Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the general expense account, except as is provided for in the Management Contract.

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

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

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

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

(2) In the event all institutional mortgagees do not agree to the endorsement of the proceeds as provided in Paragraph 18(f)(1) above, all payees shall endorse the insurance company's check to the institutional first mortgagee owning and holding the oldest recorded mortgage encumbering any one or more unit, which institutional mortgagee shall hold the insurance proceeds in escrow and the escrow agent (should there be no such institutional mortgagee or none with legal capacity to perform such escrow, then the payee shall endorse the insurance check to the Association as escrow agent) shall disburse the funds as follows:

(aa) In the event any institutional mortgagee demands application of insurance proceeds to the payment of its loan, the escrow agent shall distribute such proceeds jointly to the respective unit owners sustaining damages and their mortgagees, as their interest may appear, in accordance with the damage sustained by each unit and in relation to the total damage claim and the amount of insurance funds available.

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

(cc) In the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction, but the insurance proceeds are not sufficient to repair and replace all of the improvements within the common elements and within the units, a membership meeting of the fee holders of the buildings, or building affected, shall be held to determine whether or not to abandon the said building(s) or to levy a uniform special assessment against each unit and the owners thereof as their interests appear, to obtain the necessary funds to repair and restore the improvements within the common elements and the units, provided that the insurance funds available be applied first to repair the units damaged and such assessment shall

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be for repairs to the common elements and the units. In the event the majority of the voting members of the damaged building(s) vote in favor of the special assessment, the Association shall immediately levy such assessment and the funds received shall be delivered to the escrow agent and disbursed as provided above.

(dd) In the event the majority of the voting members of said building(s) are opposed to the special assessment and one hundred percent (100%) vote for abandonment of the damaged building(s), the insurance proceeds shall be disbursed in accordance with the percentages allocable to each unit as per Paragraphs 9 and 10 of this Declaration of Condominium, and the building(s) may be removed from the Association, as provided for in Paragraph 24 hereinafter.

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

(h) Under all circumstances, the Board of Directors of the Association hereby has the authority to act as the agent of all owners for the purpose of compromising or settling insurance claims for damage to improvements within units or common elements, subject to the approval of any institutional mortgagee of the premises damaged.

(i) In the event an institutional mortgagee requires any form of flood insurance as a condition to granting a mortgage and/or any other form of financing on all or any portion of this condominium, then in such event it shall be the obligation of the Association to obtain such insurance on the condominium buildings and make whatever assessments are necessary for this purpose pursuant to Paragraph 15 of this Declaration.

(j) Loss Less Than "Very Substantial": Where a loss or damage occurs to more than one unit, or 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 owners to repair, restore and rebuild 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 minimum damage or loss to any individual units, and if such loss or damage to the common elements is less than Three Thousand Dollars (\$3,000.00), the insurance proceeds shall be endorsed over to the Associa-

tion, and the Association shall promptly contract for the repair and restoration of the damage.

(3) If the damage or loss involves individual units encumbered by institutional mortgages, as well as the common elements, or if the damage is limited to the common elements alone, but is in excess of Three Thousand Dollars (\$3,000.00), the insurance proceeds shall be disbursed to the Association for the repair and restoration of the property upon the written direction and approval of the Association, and provided, however, that upon the request of an institutional mortgagee, the written approval shall be required of an institutional mortgagee owning and holding the first recorded mortgage encumbering a unit, so long as it owns and holds any mortgage encumbering a unit. At such time as the aforesaid institutional mortgagee is not the holder of a mortgage on a unit, then this right of approval and designation shall pass to the institutional mortgagee having the highest dollar indebtedness on units in the condominium property. Should written approval be required, as aforesaid, it shall be said institutional mortgagee's duty to give written notice thereof to the insurance company. The insurance company may rely upon the certificate of the Association and the aforesaid institutional mortgagee, if said institutional mortgagee's written approval is required as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanics' liens to the Association and execute any affidavit required by law or by the Association or by the aforesaid institutional mortgagee.

(4) Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repairs and restoration of the premises. However, should the units owned by the Developer be damaged, he shall have the right to repair same, and further have the right of first refusal to repair all damages so long as he is developing units on the project.

(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 owners in proportion to the 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 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 specific individual damaged unit(s), then the Board of Directors shall levy the assessment for the total deficiency against all of the owners in proportion to the owners' share in the common elements, just as though all of said damage had occurred in the common elements. The special assessment funds shall be held by the Association and added by said Association 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 institutional mortgagee shall have the right to require the application of the insurance proceeds as to the payment of its loan, provided, however, that this provision may be waived by the Board of Directors in favor of any institutional mortgagee upon request therefor, at any time. To the extent that any insurance proceeds are required to be paid over to such institutional mortgagee, the owner shall be obliged to replenish the funds so paid over, and said owner and his unit shall be subject to special assessments for such sum.

(k) "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 (3/4ths) or more of the total unit space in the condominium is rendered untenable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of insurance coverage placed as per Paragraph 18(a) hereinabove becomes payable. Should such "very substantial" damage occur, then:

(1) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof, subject to conditions as outlined in Paragraph 18(j)(4).

(2) The provisions of Paragraph 18(a) hereinabove shall not be applicable to any institutional mortgagee who shall have the right, if its mortgage so provides, to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Board of Directors shall ascertain as promptly as possible the net amount of insurance proceeds available to restoration and repair.

(3) Thereupon a membership meeting of the damaged building(s) shall be called by the Board of Directors of the Association, to be held not later than thirty (30) days after the casualty, to determine the wishes of the membership with reference to the abandonment of the condominium project, subject to the following:

(aa) If the net insurance proceeds available for restoration and repair, together with the insurance proceeds paid over to the institutional 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 one hundred percent (100%) of the total votes of the members of said damaged building(s) shall vote to abandon the building(s), in which case the condominium property shall be removed from the provisions of the law, pursuant to the Condominium Act, Chapter 718.117, Florida Statutes, effective as of the date of the recording of this document.

(bb) If the net insurance proceeds available for restoration and repair, together with funds advanced by owners to replace insurance proceeds paid over to the institutional mortgagees, are not sufficient to cover the cost thereof, so that a special assessment will be required, then if one hundred percent (100%) of the total votes of the members of the said damaged building(s) vote against such special assessment and to abandon the building(s), then it shall be so abandoned and the property removed from the provisions of the law pursuant to the Condominium Act, Chapter 718.117, Florida Statutes, effective as of the date of the

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-18-

6000 CENTRAL AVENUE
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recording of this document. In the event a majority of seventy five percent (75%) of the total votes of the members of the building(s) vote in favor of the special assessment, the Association shall immediately levy such assessment, and thereupon the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions contained herein. The special assessment fund shall be retained by the Association and added to the proceeds from insurance available for the repairs and restoration of the property. The proceeds shall be disbursed by the Association for the repairs and restoration of the above property as provided for herein. To the extent that any insurance proceeds are paid over to such institutional mortgagee, and in the event it is determined not to abandon the said damaged building(s) and to vote a special assessment, the unit owner shall be obliged to replenish the funds so paid over to such institutional mortgagee, and said owner and his unit shall be subject to special assessment for such sum.

(4) 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.

(1) Anything to the contrary herein notwithstanding, the Association shall maintain in effect casualty and liability insurance and fidelity bond coverage as specified in Section 803.07(p) of the FNMA Conventional Home Mortgage Selling Contract Supplement.

19. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS. In order to insure a community of congenial residents and thus protect the value of the units, the sale, resale, leasing, rental and transfer of units by any owner other than Developer, whether he is the owner or represents the owner, shall be subject to the following provisions:

(a) Conveyances, Sales and Transfers. Prior to the sale, conveyance or transfer of any condominium parcel to any other person other than transferor's spouse, the owner shall notify the Board of Directors of the Association in writing, of the name and address of the person to whom the proposed sale, conveyance or transfer is to be made, and such other information as may be required by the Board of Directors of the Association. Within fifteen (15) days, the Board of Directors of the Association shall either approve or disapprove a proposed sale, transfer or conveyance, in writing, and shall notify the owner of their decision. In the event the Board of Directors of the Association fail to approve or disapprove a proposed sale within said fifteen (15) days, the failure to act as aforesaid shall be considered approval of the sale.

In the event the Board of Directors of the Association disapproves the proposed sale, conveyance or transfer, and a member shall still desire to consummate such sale, conveyance or transfer, he shall, thirty (30) days before such sale, conveyance or transfer, give written notice to the Secretary of the Association of his intention to sell, convey or transfer on a certain date, together with a copy of the contract setting forth the terms thereof and price; said price, however, shall not exceed the fair market value of said condominium parcel. If a dispute arises as to the

definition of fair market value, it shall be resolved as provided for hereinafter. The Association shall promptly notify the members of the Association of the date, price and terms. Any member of the Association shall have the right first over the prospective purchaser to accept such sale or transfer on the terms contained in the notice, provided that he shall so notify the Secretary of the Association, in writing, of the acceptance, at least fifteen (15) days before the date of the intended sale or transfer, and deposit with the Secretary of the Association ten percent (10%) of the purchase price as a good faith deposit which information and notice of deposit the Association shall promptly forward to the owner. In the event no members of the Association accept first right of purchase as aforesaid, then the Association must either approve the transaction upon the terms and conditions contained in the notice, provided the Association at least ten (10) days before the date of the intended sale or transfer, notify the owner that a purchaser has been furnished and that said purchaser has deposited ten percent (10%) of the purchase price with the Association as a good faith deposit for the intended sale. In the event the member giving notice received acceptance from more than one member, it shall be discretionary with the member giving notice to consummate the sale or transfer with whichever of the accepting members he chooses.

In the event the member giving notice receives no written notice from any member of the Association accepting the price and terms of the proposed sale or transfer, on or before ten (10) days before the date given in the notice as the date of sale or transfer, then that member may complete the sale or transfer on the day and at the price and the terms given in his notice, but on no other day or at no other price or terms without repeating the procedure outlined above. In the event the member makes a sale or transfer without first complying with the terms hereof, any other member shall have the right to redeem from the purchaser, according to the provisions hereof. The said redemption rights shall be exercised by reimbursing the purchaser for the monies expended as shown on the contract for purchase of a condominium parcel, which shall not exceed the fair market value, and immediately after such reimbursement said purchaser or transferee shall convey his right, title and interest to the member or other person or entity making the redemption.

An affidavit of the Secretary of the Association stating that the Board of Directors of the Association was given proper notice on a certain date of a proposed sale or transfer and that the Board of Directors of the Association disapproved or failed to act on such proposed sale or transfer, and that thereafter, all the provisions hereof which constitute conditions precedent to a subsequent sale or transfer of a condominium parcel have been complied with and that the sale or transfer of a particular condominium parcel to a particularly named person does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of the persons' title to such condominium parcel sold or transferred. Such affidavit shall not be evidence of the fact that the subsequent sale or transfer to such persons was made at the price, terms and on the date stated in the notice given to the Secretary, but one hundred eighty (180) days after the date of the notice of the Board of Directors of the Association as stated in the affidavit, the redemption rights herein afforded the members of the Association shall terminate.

In case of the death of the owner of a condominium parcel, the surviving spouse, if any, and if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy the said condominium parcel; and if such surviving spouse or other member or members of the deceased owner's family shall have succeeded to the ownership of the condominium parcel, the ownership thereof shall be transferred by legal process to such new owner. In the event said decedent shall have conveyed or bequeathed the ownership of his condominium parcel to some designated person other than the surviving spouse or members of his family as aforesaid, or if some other person is designated by such decedent's legal representative to receive the ownership of the condominium parcel, or under the laws of descent and distribution of the State of Florida, the condominium parcel descends to some person or persons other than his surviving spouse or members of his family as aforesaid, the Board of Directors of the Association shall within thirty (30) days notice, served upon the President or any other officers of the Association of proper evidence of rightful designation of such devisee of decedent, express their refusal or acceptance of the individual so designated as owner of the condominium parcel. If the aforesaid Board of Directors of the Association shall consent, in writing, ownership of the condominium parcel may be transferred to the person so designated, who shall thereupon become the owner of the condominium parcel, subject to the provisions of this enabling Declaration and the By-Laws of the Association. IF, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days to purchase, for cash, the said condominium parcel at the then fair market value thereof.

In the event a dispute arises as to what should be considered fair market value of the condominium parcel as provided for herein, then the time requirements for approval or disapproval of a proposed sale and other notice requirements as set forth herein in this shall be abated until a final decision has been made by an appraiser appointed by the Senior Judge of the Circuit Court in and for Pinellas County, Florida, upon ten (10) days notice of petition of any party in interest. The expense of appraisal shall be paid by the Seller or the legal representative of the Seller out of the amount realized from the sale of such condominium parcel. In the event the then members of the Association do not exercise the privilege of purchasing said condominium parcel within such period and upon such terms, the person or persons so designated may then, and only in such event, take title to the condominium parcel, or such person or persons or the legal representative of the Seller may sell the said condominium parcel, but the sale shall be subject in all other respects to the provisions of this enabling Declaration and the By-Laws of the Association.

(b) Rental or Lease. A condominium parcel shall not be leased or rented by any parcel owner other than the Developer whether they are the owner or represent an owner without the prior written approval as to the terms and conditions of said lease by the Board of Directors of the Association. The Board of Directors shall have the right to require that a substantially uniform form of lease be used when being leased or rented by a unit owner other than the Developer under the rights herein granted.

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-21-

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In the event the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any obligation under this Declaration. Any such lease or rental shall terminate upon the conveyance of a member's membership and interest in a condominium parcel or upon the death of the Lessee. In any event no lease, if approved shall be for a term of less than one hundred eighty (180) days.

(c) Transfer; Mortgagee-Developer: Notwithstanding anything to the contrary herein, the provisions of this Paragraph 19 shall not be applicable to a transfer to or lease by an institutional mortgagee, whether in foreclosure or by judicial sale, or by a voluntary conveyance in lieu of foreclosure wherein a mortgagee becomes an owner, nor to a transfer, sale or lease by an institutional lender which so becomes an owner, nor to the Developer.

(d) Service Charge: The Association shall have the right to charge a fee in connection with the approval of any transfer, sale, lease or sublease in the amount of \$50.00 to cover the Association's expenditures and services in regard thereto. This expense shall be paid by the seller or lessor.

20. RESTRAINT UPON SEPARATION AND PARTITION: Any transfer of a condominium parcel must include all elements thereof as aforescribed, and appurtenances thereto, whether or not specifically described including, but not limited to, the condominium parcel owner's share in the common elements and his Association membership.

21. OBLIGATIONS OF MEMBERS: In addition to other obligations and duties heretofore set out in this Declaration, every owner shall:

(a) Not use or permit the use of his unit for any other purpose than as a single-family residence and maintain his unit in a clean and sanitary manner.

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

(c) Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the units and the 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 owner's property, by, through or under him do likewise.

(d) Allow the Board of Directors or the agents and employees of the Association, including the Developer, 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 accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to another unit or units to determine compliance with these restrictions, reservations, covenants, conditions and easements and By-Laws of the Association.

(e) Show no sign, advertisement or notice of any type except petitions for meetings of the Association and notices thereof pursuant to F.S. §718.112(2)(f)(g) and (k) on the common elements or his unit and erect no exterior antennas and aerials, except as provided by uniform regulations promulgated by the Association, and there shall be no "for sale" sign in any form or size placed inside or outside the windows of the unit or attached to the curtains or venetian blinds or any other part of the condominium unit inside or outside.

(f) Make no repairs, additions or deletions to any plumbing or electrical wiring within a unit except by licensed plumbers or electricians authorized to do such work by the Board of Directors of the Association or its agent. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owners of the unit, whereas the Association shall pay for and be responsible for plumbing and electrical repairs within the common elements, unless otherwise provided for in Chapter 718, Florida Statutes, effective as of the date of the recording of this document.

(g) Not allow or permit to be displayed laundry or clothing on the porches and/or patios of the condominium units or anywhere within the said units which would be visible from the outside of the units.

(h) Not be permitted to use city water to water the lawn or shrubbery.

(i) Keep patio areas and patios clean, neat and orderly at all times.

(j) Any structural alterations to and in the building, specifically including, but not limited to, screening, or enclosure on private patios and/or affixing outside shutters to windows must be approved by the Developer and/or Association. The removal of any additions or improvements or fixtures from the building or any acts that will impair the structural soundness of the building shall be prohibited.

(k) Not cause to be constructed, built or installed any additional air conditioning or fan equipment attached to the walls, windows or doors or displayed in such a manner as to be seen from the outside of the building unless approved by the Developer and/or Association.

(l) Not cover by shutters, awnings, screens, or otherwise, any outside windows or doors of his unit without first obtaining the prior written consent of the Developer and of the Association.

(m) Proviso: Provided, however, that until the Developer has completed and sold all of the units of the condominium, Developer shall be deemed to have a vested and substantial interest in the condominium and therefore neither the Association nor the unit owners or their use of the condominium shall interfere with the completion of the contemplated improvements and the sale or lease of the units. The Developer may make such use of the unsold units, the common areas and the limited common areas as may facilitate

such completion, sale and/or lease, including, but not limited to, the maintenance of a sales office and models for the showing of the property and the display of signs, or any other means to facilitate completion, sale and/or lease.

(n) Not permit any contractor or repairman to perform any repairs or improvements to the exterior of the building without the express approval of the Developer or the Association. The purpose of this rule is to assure continuity of the outside appearance of all buildings.

(o) Parking shall be limited to passenger automobiles or passenger stationwagons. Any other type of vehicle is specifically excluded, including but not limited to trailers of any kind, whether boat, house or utility, campers and trucks. Washing of any vehicles shall not be allowed on the premises.

(p) A pet (not exceeding 15 lbs.) shall be allowed at time of purchase of a condominium unit by the owner. Thereafter a pet may not be replaced and thereafter no pet will be allowed for that unit when owned by the owner that has or had a pet. In the event of a dispute a majority vote of the Board of Directors of the Association shall be conclusive and binding. Pets shall mean house pets and not annoying or dangerous animals. Whether or not dangerous or annoying shall be determined by the Developer, Management Company or the Board of Directors of the Association. Also, if owner has a pet, all city ordinances must be complied with by said owner.

22. **PARKING SPACES:** Parking spaces will be designated by the Developer and the Association and upon designation of a parking space by the Developer or Association, said unit owner may not transfer said parking space except upon approval of the Association. Any portion of the condominium property other than the condominium unit may be designated for parking spaces by the Board of Directors, which shall include, if necessary, the condominium property within the common elements which has been or is landscaped if the corporate sovereign having jurisdiction over said property requires, pursuant to zoning ordinances, additional parking space area with reference to the number of condominium units within the condominium complex; except that the Board of Directors of the Association shall not have the authority to designate or relocate covered parking space or area which has been designated for use to any owner by the Developer without first obtaining the written consent of the owner to whom said parking space has been assigned.

23. **APPROVAL AND/OR CONSENT OF THE DEVELOPER:** Whenever the consent and approval of the Developer is required herein, it shall be understood that it shall only be while Developer is still constructing or selling units and has a vested substantial economic interest in the complex of BREEZEWAY VILLAS, A CONDOMINIUM.

24. **TERMINATION:** The termination of the condominium may be affected by unanimous agreement of the owners and institutional mortgagees holding mortgages on said units, which agreement shall be evidenced by an instrument or instruments executed in the manner provided for conveyances of land. The termination shall become effective when such

agreement has been recorded in the public records of Pinellas County, Florida, and conforms to the rules and regulations as outlined in Florida Statutes, Chapter 718, effective as of the date of the recording of this document.

25. COVENANTS: All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every unit owner and claimant of the land or any part thereof or interest therein, and his heirs, executors, administrators successors and assigns shall be bound by all of the provisions of this Declaration.

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

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

27. INTERPRETATION: Whenever the context so requires, the use of 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 literally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to-wit: Chapter 718, Florida Statutes, effective as of the date of the recording of this documents.

28. MANAGEMENT CONTRACT: Simultaneously with the execution of this Declaration and the adoption of the By-Laws, the Association by and through its original Board of Directors and officers has entered into an agreement with the Management Company entitled "Management Agreement." Amendment or revision of such Management Agreement shall not require the procedures for an amendment or change to this Declaration or to the By-Laws and any changes, amendments, increases or alterations in the Management Agreement may be changed by order of the Board of Directors of the Association and the Management Company with the formality required for deed and duly filed among the public records of Pinellas County, Florida. Each apartment owner, his heirs, successors and assigns, shall be bound by the Management Agreement to the same extent and effect as if he had executed said Management Agreement for the purposes herein expressed including, but not limited to:

(a) Adopting, ratifying, confirming and consenting to the execution of said Management Agreement by the Association;

(b) Covenanting and promising to perform each and every of the covenants, promises and undertakings to be

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performed by apartment owners in the cases provided therefore in said Management Agreement;

(c) Ratifying, confirming and approving each and every provision of said Management Agreement and acknowledging that all of the terms and provisions thereof are reasonable;

(d) Agreeing that the persons acting as Directors and officers of the Association entering into such Agreement have not breached any of their duties or obligations to the Association; and

(e) That the payment of the monthly fee shall not be withheld when due and payable to the Management Agreement because of any act or dispute that may arise by and between the unit owners or the Association and/or the Developer.

29. NO WAIVER OF COMMON EXPENSES: No owner of a condominium parcel may exempt himself from liability for his contribution towards the common expenses by waiver of the use and enjoyment of any of the common elements, or by the abandonment of his unit.

30. COMBINATION OF UNITS ALLOWED: Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Developer, or the Board of Directors of the Association from removing, or authorizing the removal, of any party wall between any units, as long as Developer owns the units affected thereby, in order that the said units may be used together as a single unit. In each event, all assessments, voting rights and the share in the common elements shall be determined as if such units were as originally designated on the exhibits attached to this Declaration, notwithstanding the fact that several units are used as one, to the extent and purpose that the unit owner of such "combined" units shall be treated as the unit owner of as many units as have been combined.

31. INFORMATION. The Association shall make available to unit owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration of Condominium, By-Laws, other rules concerning the condominium project and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

32. LENDER'S NOTICES: Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the unit estate number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the project or any unit estate on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

(b) Any delinquency in the payment of assessments or charges owed by an owner of a unit estate subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;

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

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

33. ELECTRICAL SERVICE CHARGE: The Developer has executed an agreement with Florida Power Corporation for the purpose of providing electrical service to the condominium project, a copy of which is available from Developer upon request. The Association shall be bound by all of the terms contained in this agreement and Developer shall be relieved of liability thereunder.

IN WITNESS WHEREOF, Developer has caused these presents to be signed in its name by its proper officers thereunto duly authorized and its corporate seal affixed, the day and year first above written.

Signed, Sealed, and Delivered in the presence of:

KRISEMAN ENTERPRISES, INC.

Basil M. Fry

By: Donald D. Kriseman
Donald D. Kriseman, (President)

Jean L. Wilson

Attest: Richard Eaton
Richard Eaton, Secretary

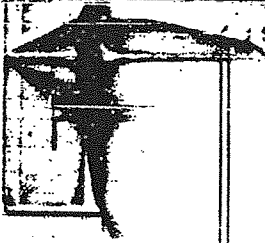
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 8th day of April, 1983, by DONALD D. KRISEMAN and RICHARD EATON, President and Secretary respectively of KRISEMAN ENTERPRISES, INC., a Florida corporation, on behalf of the corporation.

Basil M. Fry
Notary Public

NOTARY PUBLIC
My Commission Expires:
Notary Public, State of Florida
My Commission Expires Oct. 31, 1986
Notary Public, State of Florida



FOR GOOD AND VALUABLE CONSIDERATIONS, the receipt whereof is hereby acknowledged, BREEZEWAY VILLAS, INC., a Florida non-profit membership corporation, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of this Declaration and all exhibits hereto.

IN WITNESS WHEREOF, said non-profit corporation has caused these presents to be signed in its name by its proper officers thereunto duly authorized and its corporate seal affixed, the day and year first above written.

Signed, Sealed, and Delivered in the presence of:

BREEZEWAY VILLAS, INC.

Baulini M. Fry

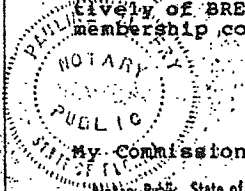
By Donald D. Kriseman
Donald D. Kriseman, President

Jean L. Wilson

Attest: Richard Eaton
Richard Eaton, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 8th day of April, 1983, by DONALD D. KRISEMAN and RICHARD EATON, President and Secretary, respectively of BREEZEWAY VILLAS, INC., a Florida non-profit membership corporation, on behalf of the corporation.



Baulini M. Fry
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Oct. 31, 1986
Revised This Year File: HANCOCK, INC.

JOINER OF MORTGAGEE

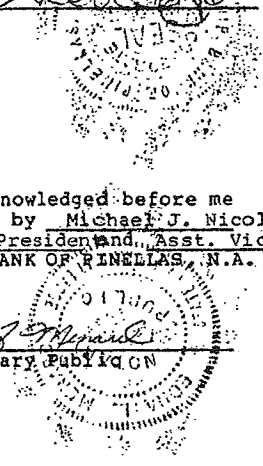
FLAGSHIP BANK OF PINELLAS, N.A., herein called "Mortgagee," the holder and owner of a mortgage encumbering the property described in the Declaration herein on Page 1 thereof, which mortgage is dated January 13, 1983 and recorded in O. R. Book 5464, page 2081, Public Records of Pinellas County, Florida, to the extent that it may be required to do so under the laws of the State of Florida, joins in the making of this foregoing Declaration of Condominium, and the mortgagee agrees that the lien of said mortgage shall hereafter be upon each and every parcel and common elements pertaining thereto set forth and referred to in said Declaration.

Signed, Sealed, and Delivered
in the presence of:

R. J. Merrill
Jon H. Hoffmann
FLAGSHIP BANK OF PINELLAS, N.A.
By: [Signature]
Attest: [Signature]

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 21 day of March, 19 83 by Michael J. Nicolosi and Scott C. Boyle, as Senior Vice President and Asst. Vice President, respectively, of FLAGSHIP BANK OF PINELLAS, N.A., on behalf of said corporation.

[Signature]
Notary Public CN


My Commission Expires: _____
Notary Public, State of Fla.
My Commission Expires: 12-26-1985
Revised Jan. 1, 1981. Order No. 100.