

Prepared by and Return to:
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CERTIFICATE OF AMENDMENT

**DECLARATION OF CONDOMINIUM OF
BORDEAUX VILLAGE CONDOMINIUM, NO. 3**

We hereby certify that the attached amended and restated Declaration of Condominium of BORDEAUX VILLAGE ASSOCIATION, NO. 3, INC. (which Declaration was originally recorded at Pinellas County Official Records Book 5196, Page 1485 et seq. of the Public Records of Pinellas County, Florida) was duly adopted by an affirmative vote of the requisite number of votes of those unit owners present and voting in person or by proxy at the reconvened Annual Membership Meeting held on April 25, 2019, as required by the Declaration of Condominium. The Association further certifies that the amendment was proposed and adopted as required by the governing documents and applicable law.

DATED this 13 day of May 2019.

Signed, sealed and delivered

BORDEAUX VILLAGE ASSOCIATION,
NO. 3, INC.

in the presence of:

sign: David J. Grofic

print: DAVID J. GROFIC

sign: G. Scott Marden

print: G. Scott Marden

Signed, sealed and delivered
in the presence of :

sign: Teresa A. Kelly

print: Teresa A. Kelly

sign: G. Scott Marden

print: G. Scott Marden

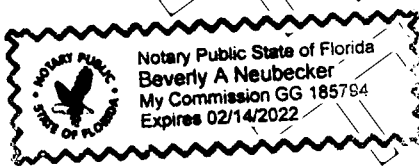
By: Teresa Kelly
Teresa Kelly, President

By: David J. Grofic
David Grofic, Treasurer

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 13th day of May, 2019 by Teresa Kelly as President of BORDEAUX VILLAGE ASSOCIATION, NO. 3, INC., a Florida not for profit corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

sign

Beverly A. Neubecker

print

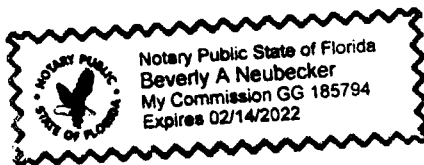
Beverly A. Neubecker

State of Florida at Large (Seal)

My Commission expires:

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 13th day of May, 2019 by David Grofic as Treasurer of BORDEAUX VILLAGE ASSOCIATION, NO. 3, INC., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

sign

Beverly A. Neubecker

print

Beverly A. Neubecker

State of Florida at Large (Seal)

My Commission expires:

COPY

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
OF
BORDEAUX VILLAGE CONDOMINIUM, NO. 3

WHEREAS, the Declaration of Condominium Ownership of Bordeaux Village Condominium No. 3, a Condominium, was recorded in Official Records Book 5196 Page 1485 et seq., of the public records of Pinellas County Florida, and has been amended from time to time by recorded instruments of record in the same public record, and;

WHEREAS, the Board of Directors of the Association and the membership proposed and approved this Amended and Restated Declaration of Condominium, and;

WHEREAS, this Amended and Restated Declaration of Condominium, including a number of new amendments, was approved by not less than sixty percent (60%) of the voting interest of the members at a duly noticed and convened membership meeting held for such purpose.

NOW THEREFORE, the owners in Bordeaux Village Condominium, No.3. have determined they wish to further amend and restate the provisions in the Declaration. This Amended and Restated Declaration supersedes all prior versions and amendments of the Declaration.

WHEREAS, the Bordeaux Village Condominium, No.3 Association, Inc. resubmits the real property described in Exhibit "A", attached hereto which lands are herein called "the land", and all improvements erected thereon, and all other property, real and personal or mixed, intended for use in connection therewith, to the Condominium form of ownership and use in the manner provided by the Florida Condominium Act as it existed therein in May 1981; excluding therefrom, all public utility installations, cable television lines, and other similar equipment, if any, owned by a utility furnishing services to the Condominium, and also excluding therefrom all personal property belonging to individual Unit Owners.

1. NAME: The name by which this condominium is to be identified is BORDEAUX VILLAGE CONDOMINIUM, NO. 3.
2. DEFINITIONS: For all purposes in this Declaration and for all purposes in the ARTICLES OF INCORPORATION and BY-LAWS of BORDEAUX VILLAGE ASSOCIATION, NO. 3, INC., a Florida non-profit corporation, the following words shall have the definitions as hereinafter states, to-wit:
 - a. Assessments: a share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owner.

- b. Common Elements: that portion of the property submitted to condominium ownership not included in the units or limited common elements.
- c. Limited Common Elements: those common elements which are reserved for the use of certain condominium units to the exclusion of all others which include but are not limited to the individual air-conditioning units and the pads they are located on as they related to the individual unit they service. For all purposes herein, such improvements shall be treated as limited common elements as to the unit or units for which they are reserved.
- d. Association: the corporate entity responsible for the operation of a condominium.
- e. Board of Administration: the board of directors or other representative body responsible for administration of the ASSOCIATION.
- f. By-Laws: the BY-LAWS of the association existing from time to time.
- g. Common Expenses: all expenses and assessments properly incurred by the association for the condominium.
- h. Common surplus: 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 common expenses.
- i. Condominium: that form of ownership of real property which is created pursuant to the provisions of Chapter 718 of the Florida Statutes, known as the "Condominium Act", and which is comprised of units that may be owned by one or more persons, and there is, appurtenant to each unit, and undivided share in the common elements.
- j. Condominium Parcel: a unit, together with any limited common elements appurtenant thereto and the undivided share in the common elements which is appurtenant to the unit.
- k. Condominium Property: the lands, leaseholds, and personal property that are submitted 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: the instrument or instruments by which a condominium is created, as they are from time to time amended.
- m. Unit: a part of the condominium property which is subject to exclusive ownership. A unit may be in improvements, land, or land and improvements together, as specified in the DECLARATION.
- n. Unit Owner or Owner of a Unit: the record owner of a condominium parcel subject hereto.
- o. Member: an owner of a condominium parcel who is a member of BORDEAUX VILLAGE ASSOCIATION NO. 3, INC., hereinafter referred to as the "ASSOCIATION".
- p. Institutional Mortgagee: a bank, 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.
3. PROPERTY SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP: The following property is hereby submitted to the condominium form of ownership.
- a. The lands lying and being situate in Pinellas County, Florida, as more particularly set forth in Exhibit "C", attached hereto, together with all improvements erected or installed thereon, including but not limited to one (1) residential building, containing eight (8) condominium units and related facilities, subject to the reservations, easements and restrictions of record.
4. IDENTIFICATION:
- a. The condominium units on the condominium property submitted to the condominium form of ownership as Phase I are set forth in the plat attached hereto and made a part hereof as Exhibit "C". Each condominium unit is described on said plat in such a manner that there can be determined therefrom the identification, location, dimensions and size of each unit as well as their common elements or limited common elements appurtenant thereto. Each condominium unit is identified by a number and letter as shown on the plat attached hereto as Exhibit "C", and made a part hereof, so that no unit bears the same designation as does any other unit.
- b. The horizontal boundaries of a unit shall be the vertical plane or planes formed by the unfinished or undecorated perimeter interior wall surfaces thereof. The lower vertical boundary of a unit shall be the horizontal plane formed by the undecorated or

UNFINISHED interior floor surface of the unit and the upper vertical boundary of a unit shall be the horizontal plane formed by the undecorated or unfinished interior ceiling surface of the unit, provided, however, all heating, cooling, plumbing apparatus, utility installations and bearing columns or supports with a unit serving more than one unit shall be part of the common elements. Doors, glass screens and other material covering openings in vertical exterior walls shall be part of the Common Elements.

5. **COMMON ELEMENTS:** Common elements as herein above defined, shall include within its meaning, in addition to the terms as listed in the Florida Condominium Act, Section 718.108, the following items:
- a. An exclusive easement for the use of the air space occupied by the condominium unit as it exists at any particular time as the unit may lawfully be altered;
 - b. An undivided share in common surplus;
 - c. Cross easements for ingress, egress, support, maintenance, repair, replacements and utilities;
 - d. Easements for encroachments by the perimeter walls, ceilings and floors surrounding each condominium unit caused by the settlement or movement of the buildings or by minor inaccuracies in building or rebuilding which may now exist or hereafter exist, and such easements shall continue until such encroachments no longer exist;
 - e. Amendments to the common elements may be made as provided for in Chapter 718.110(5) and 718.110(6) of the Florida Statutes.
6. **PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS:** The undivided share in the land and other common elements and the common surplus which are appurtenant to each condominium unit shall be computed upon the following basis:
- a. Upon completion of Phase I (8 units) and recordation of this DECLARATION, each unit in Phase I shall have an undivided share in the ownership of the common elements and the common surplus equal to one-eighth of one hundred percent. This percentage interest in the ownership of the common elements and the common surplus shall be ascertained by dividing one hundred percent (100%) (numerator) by the total number of units in Phase I (8) (denominator); the resulting figure being the undivided percentage of ownership of the common elements and the common surplus attributable to each unit in Phase I prior to the recordation of any amendment submitting additional units to condominium ownership pursuant to this DECLARATION.

b. As any additional phases are completed and submitted to condominium ownership, as set forth in paragraph 3 herein, the undivided share in the ownership of the common elements and the common surplus attributable to each unit submitted to condominium ownership shall be automatically adjusted to reflect the ownership interest of all units submitted to the condominium form of ownership on the following basis:

1. The adjusted percentage of the undivided ownership of the common elements and common surplus shall be computed by dividing one hundred percent (100%) (numerator) by the cumulative total of all units presently submitted to condominium ownership pursuant to this DECLARATION and amendments thereto (denominator). Example: upon completion of Phase II and the recordation of the amendment submitting said Phase II to condominium ownership, the common elements and common surplus attributable to each unit shall be computed by dividing one hundred percent (100%) (numerator) by thirteen (13) units (denominator) which represents the cumulative total of all units submitted to condominium ownership pursuant to this DECLARATION at the time the amendment adding phase II is recorded.
2. The adjusted percentage of the undivided share in the ownership of the common elements and common surplus attributable to each unit shall automatically take effect upon the recordation of each and every amendment submitting additional units to condominium ownership pursuant to this DECLARATION.
3. The adjusted percentage of the undivided share in the ownership of the common elements and common surplus attributable to each unit shall be binding upon the unit owners, their grantees, assigns, successors, executors or heirs of each and every unit previously submitted to condominium ownership pursuant to this DECLARATION.

7. COMMON EXPENSES AND COMMON SURPLUS:

- a. Common expenses, as defined hereinabove, shall be shared by all unit owners in accordance with an undivided share in the ownership of the common elements and the common surplus attributable to each unit submitted to condominium ownership as set forth in paragraph 6 hereinabove. It is understood that this shall include all expenses in connection with any assessments, insurance, and all other expenditures for which the ASSOCIATION shall be responsible.

- b. The common surplus shall be owned by unit owners in accordance with the provisions set forth in paragraph 6 hereinabove as they relate to the undivided share in the ownership of the common elements and common surplus attributable to each unit submitted to condominium ownership pursuant to this DECLARATION.

8. 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 to conduct the affairs of the condominium shall be BORDEAUX VILLAGE ASSOCIATION NO. 3, INC., hereinafter called the "ASSOCIATION", the ARTICLES OF INCORPORATION of which are attached hereto as Exhibit "E", and made a part hereof as though set out in full. The BY-LAWS of the ASSOCIATION are attached hereto as Exhibit "F", and made a part hereof as though set out in full herein.

9. THE ASSOCIATION:

- a. All persons hereinafter owning a condominium parcel (owners), whose interest 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.
- b. 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.
- c. Upon completion of Phase I, there shall be eight (8), voting members. Upon the recordation of the amendment submitting additional units to condominium ownership pursuant to the provisions of this DECLARATION, the number of voting members shall automatically be adjusted so that at all times, there shall be one (1) voting member for each unit submitted to condominium ownership pursuant to this DECLARATION and amendments hereto. A person or entity owning an interest in owning more than one (1) condominium parcel may be designated as a voting member for each one such condominium parcel which he or it owns.
- d. All the affairs, policies, regulations and property of the ASSOCIATION shall be controlled and governed by the Board of Directors of the ASSOCIATION, consisting of not less than three (3) members and not more than five (5) voting members who are to be elected annually by the voting members.

- e. Subsequent to the filing of this DECLARATION, the ASSOCIATION, when authorized by a vote of the majority of the total vote of the members of said ASSOCIATION may purchase and/or acquire and enter into agreements, from time to time, whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, including but not limited to, country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the Lands or the Condominium intended to provide for the enjoyment, recreation and other use or benefit of the unit owners. The expense of ownership, rental fees, operations, replacements and other undertakings in connection therewith shall be common expenses, together with all other expenses and costs herein or by law defined as common expenses.

10. AMENDMENT OF DECLARATION:

- a. This DECLARATION may be amended by affirmative vote of sixty percent (60%) 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; save and except 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 (51%) percent 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; 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 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 or liens thereupon shall join in the execution of the amendment, provided, further, however, that any vote for an amendment to the DECLARATION OF CONDOMINIUM which in any way relates to a change in the percentage of ownership in the common elements or sharing of common expenses as it pertains to each unit owner and/or condominium parcel, shall be conducted by secret ballot.
- c. If it shall appear through scrivener's error, that a unit has not been designated an appropriate undivided share of the common elements or that all of the common expenses or interest in the common surpluses or all other 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 (100%) percent (or if it shall appear that, through such error, more than one hundred (100%) percent of common elements or common expenses or ownership of the common surplus shall have been distributed) such error may be corrected by the filing of an amendment to this DECLARATION executed by the ASSOCIATION, the owners of the units and the owners of the liens thereupon 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 amendment.

11. TYPE OF OWNERSHIP: Ownership of each condominium parcel shall be initiated by Warranty Deed from the DEVELOPER, conveying a fee simple title to each condominium parcel and root title therein. There shall be included in each parcel the undivided share in the common elements herein specified together with any limited common elements appurtenant to said parcel. NO TIME SHARE ESTATES WILL BE CREATED IN ANY UNIT IN THIS CONDOMINIUM. In order to allow owners to qualify for certain federal financing requirements, no person, persons, corporation, limited liability company, limited partnership or other entity shall own more than two (2) units, regardless of whether such ownership is outright or partial in conjunction with another owner.

12. ASSESSMENTS, LIABILITY, MAINTENANCE, LIEN AND PRIORITY, INTEREST, COLLECTION:

- a. Common expenses shall be assessed against each condominium parcel owned by the Association as provided in paragraphs 6 and 7 above. The Association may charge reasonable estoppel fees in the amount of \$250.00 for units which are not delinquent, and \$400.00 for units which are delinquent, or, in the amount set forth in Florida Statute 718.116, whichever is higher.
- b. Every assessment, regular or special, made hereunder and costs incurred in collecting same, including reasonable attorney's fees, shall be secured by a lien against the condominium parcel. Except as otherwise set forth in this Declaration, the Association's claim of lien is effective from and shall relate back to the date on which the original Declaration was recorded. However, as to first mortgages of record, the lien is effective from and after recording a claim of lien in the Public Records of Pinellas County, Florida. The claim of lien shall secure all unpaid assessments that are due and that may accrue subsequent to the recording of the claim of lien and before entry of a certificate of title, as well as interest, delinquency charges and reasonable costs and attorney's fees incurred by the Association incident to the collection process.

- c. In addition to the lien rights set forth herein above, the Association shall be entitled to assess a late charge of twenty-five dollars (\$25.00) together with interest at the rate of eighteen percent (18%) per annum from the due date until the date of payment for any assessment regular or special, made hereunder which is not paid within five (5) days of the due date of any such assessment.
- d. A Unit Owner, regardless of how his or her title to property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the Unit Owner. A Unit Owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present Owner may have to recover any amounts paid by the present owner from the previous Owner.

Except as otherwise provided by the Condominium Association Act as amended from time to time (Chapter 718, Florida Statutes), the liability of a first mortgagee, its successor, or assignee as a subsequent holder of the first mortgage, who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the first mortgagee's acquisition of title, shall be the lesser of: (a) the Unit's unpaid common expenses and regular, periodic or special assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (b) one percent (1%) of the original mortgage debt.

The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the Unit Owner and initially joined the Association as a defendant in the mortgagee foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that known to or reasonably discoverable by the first mortgagee.

Purchasers of the property through foreclosure sale who are not the first mortgagee, its successor, or assignee which is the subsequent holder of the first mortgage shall be jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title

- e. The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

- f. If the parcel is occupied by a tenant and the parcel owner is delinquent in paying any monetary obligation due to the association, the Association may demand that the tenant pay to the association the subsequent rental payments and continue to make such payments until all the monetary obligations of the parcel owner related to the parcel have been paid in full to the association and the association releases the tenant or until the tenant discontinues tenancy in the parcel.
- g. The Association may summarily suspend the voting rights of any owner for the nonpayment of regular annual assessments that are delinquent in excess of ninety (90) days.
13. MAINTENANCE: The responsibility for the maintenance of the condominium unit and parcels, as it may apply hereafter, with the exception of those responsibilities for management as provided for by the Association with its management company, 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 portions shall include, but not be limited to, the outside walls of the building, and load bearing columns.
 2. All conduits, ducts, plumbing, wiring, and other facilities for the furnishing or utility services which are contained in the portions of the unit contribution to the support of the building or within interior boundary walls and all such facilities contained with an apartment which service part of parts of the condominium other than the unit within which it is contained.
 3. All incidental damage caused to an apartment by such work shall be promptly repaired at the expense of the ASSOCIATION.
- b. BY THE CONDOMINIUM PARCEL OWNER: The responsibility of the condominium parcel owner, shall be as follows:
1. To maintain in good condition, repair and replace at his expense, all portions of the unit except those portions to be maintained, repaired and replaced by the ASSOCIATION, and such shall be done without disturbing the rights of other unit owners which shall include, but not be limited to the following:

- (aa) Repair of water leaks within the unit; and
- (bb) Repair any and all heating and air conditioning defects within the unit and air handlers and compressors servicing said unit.
- (cc) maintain, repair and replace unit doors, windows and screens, subject to approval of the Association.
2. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building. However, the owner shall maintain, repair and replace unit doors, windows and screens of his unit. No unit door, window or screen shall be painted, decorated or otherwise altered in appearance without first obtaining the approval of the Association.
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 condominium parcel owner shall make any alterations in the portions of the building which are to be maintained by the ASSOCIATION or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety and soundness of the building or impair any easements without first obtaining approval from the Board of Directors of the ASSOCIATION.
- c. AT THE OPTION OF THE ASSOCIATION: The ASSOCIATION may, at its own expense:
1. Use and expend the assessments collected to maintain, care for and preserve the units and condominium property except those portions thereof which are required to be maintained, cared for and preserved by the unit owners, including assessment for reserves or betterments;
2. Purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;
3. Enter into and upon the units when necessary and with as little inconvenience to the owners as possible in connection with such maintenance, care and preservation;
4. Insure and keep insured said condominium property in the manner set forth in the Declaration against loss from fire and/or other casualty, and unit owners against public liability and to purchase such other insurance as the Board of Directors may deem advisable;

5. Collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violation of the BY-LAWS and the terms and conditions of this DECLARATION;
6. To employ workmen, janitors and gardeners and purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed advisable and generally to have the powers of an apartment house manager, including the right to employ or contract with, if deemed advisable, a maintenance service contractor or apartment house manager, who shall maintain, service or manage the building and related facilities, and to delegate to such contractor or manage such powers as may be necessary in connection with the operation of the building.
14. ENFORCEMENT OF MAINTENANCE: In the event the owner of a unit fails to maintain it as required above, the ASSOCIATION or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or the ASSOCIATION shall have the right to assess the unit owner and the unit for the necessary sums to put the improvements 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 to the necessary work to enforce compliance with the above provision; 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.
15. INSURANCE: The insurance other than title insurance, which shall be carried upon the condominium property of the condominium parcel 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 mortgagee, as their interests may appear, and provisions shall be made for the issuance or certificates or mortgagee endorsements to the mortgagees, The above insurance provision specifically does not include coverage of or on personal property or for personal liability or living expense.

b. COVERAGE:

1. Casualty: The buildings and improvements upon the land and all personal property included in the condominium property, other than personal property owned by the 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 to the buildings on the land including, but not limited to, vandalism and malicious mischief.
 2. Public Liability: The Board of Directors of the ASSOCIATION shall have the right to contract for public liability insurance as it may deem necessary at the expense of the ASSOCIATION.
 3. Workmen's Compensation: Workmen's Compensation to meet the requirements of law.
 4. Flood Insurance Protection: Flood insurance protection under the Flood Disaster Protection Act of 1973, if required, to meet the requirements of the law.
- c. Premiums upon insurance policies purchased by the ASSOCIATION shall be paid by the ASSOCIATION and charged to the general expense account.
- d. All insurance policies purchased by the ASSOCIATION shall be for the benefit of the ASSOCIATION and the Condominium parcel owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the ASSOCIATION. Proceeds on account of damage to common elements shall be held as property of the condominium parcel owners in accordance with the percentages herein specified.
- e. In the event a loss occurs to any improvement within any of the units alone, without any loss occurring to any of the improvements within the common elements, payment under the insurance policies shall be made to the condominium parcel owners owning such units and their mortgagees, if there be mortgages on said units, as their 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 improvement 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 holder of mortgages on the units, and the proceeds shall be expended or disbursed as follows:

1. If the mortgagees agree, all payees shall endorse the insurance company's check to the ASSOCIATION and the ASSOCIATION will promptly contract for the necessary repairs to the improvements within the common elements and within the damaged units. If the insurance proceeds should be sufficient to repair all of the damage within the units, but insufficient to repair all the improvements within the common elements, the proceeds shall be applied first to completely repair the damage within the units and the balance of the funds shall be apportioned to repair improvements within the common elements, and the condominium parcel owners shall be subject to a special assessment and shall contribute to the ASSOCIATION the remaining funds necessary to repair and restore the improvements within the common elements.
2. In the event all mortgagees do not agree to the endorsement of the proceeds as provided in paragraph 15 (f) (1) above, all payees shall endorse the insurance company's check to the institutional first mortgagee owning and holding the oldest recorded mortgage encumbering any unit, which mortgagee shall hold the insurance proceeds in escrow and the Escrow Agent (should there be no such institutional first mortgagee or none with legal capacity to perform such escrow, then the payees shall endorse the insurance check to the ASSOCIATION, as Escrow Agent) shall disburse the funds as follows:

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

bb. In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the common property

and within the units and provided all institutional first mortgagees, if any, agree in writing to such application or the insurance proceeds to this purpose, the improvements shall be completely repaired and restored. In the event the ASSOCIATION shall negotiate and obtain a contractor willing to do the work on a fixed price basis and who shall post a performance bond and the Escrow Agent shall disburse the insurance proceeds and other funds held in escrow in accordance with the progress payments contained in the Construction Agreement between the ASSOCIATION and the Contractor, which agreement shall be subject to prior written approval of the Escrow Agent.

cc. In the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction, but the insurance proceeds are not sufficient to repair and replace all of the improvements within the common elements and within the units, a membership meeting shall be held to determine whether or not to abandon the condominium project 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 are applied first to repair the units damaged and such assessment shall be only for or on account of repairs to the common elements. In the event the majority of the voting members vote in favor of the special assessment, the ASSOCIATION shall immediately levy such assessment and the funds received shall be delivered to the Escrow Agent and disbursed as provided above. In the event the majority of the voting members are opposed to the special assessment and one hundred (100%) vote for abandonment of the condominium project, the insurance proceeds shall be disbursed in accordance with the percentages allocable to each unit as per paragraphs 6 and 7 of this DECLARATION OF CONDOMINIUM, and the condominium project may be terminated as provided in paragraph 21 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 and all of the units, and if the majority of the voting members vote against levying the special assessment referred to above, and one hundred percent (100%) vote to abandon the condominium project, same shall be abandoned subject to the provisions of paragraph 21 hereinafter. As evidence of the members' resolution to abandon, the President and Secretary of the ASSOCIATION shall effect and place in the Public Records or Pinellas County, Florida, an affidavit stating that

such resolution was properly passed, to which a copy of the consent or the unit owners and holders of all liens 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 mortgagee of the premises damaged.

16. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS:

- a. Conveyances Sales and Right of First Refusal. In order to insure a community of congenial residents and protect the value of the Units, the sale and transfer of Units by any owner shall be subject to the following provisions:
1. The means by which the Association may refuse the sale of a Unit to a prospective purchaser is through the exercise of a right of first refusal. Prior to the sale conveyance or transfer of any Unit to any person other than the transferor's spouse, the owner shall notify the Board of Directors of the Association, in writing, of the name, and address of the person or entity 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. The Board of Directors may require a background check of the individual with costs to be paid by the Unit owner at the maximum rate allowable by Florida Statute Section 718, as amended from time to time. Within twenty (20) days, the Board of Directors of the Association shall either approve or disapprove of the proposed sale, transfer or conveyance, in writing, and shall notify the owner of its decision. In the event the Board of Directors fails to approve or disapprove a proposed sale within said twenty (20) days, the failure to act shall be considered an approval of the sale.
 2. In the event the Board of Directors disapprove the sale, the Association shall pursue the first right to purchase the property to be sold. The Association must furnish a purchaser approved by the Association who will accept the transaction upon the terms and conditions contained in the seller initial notice to the Association, or purchase the Unit itself, at least ten (10) days prior to the intended closing date. In the event the member giving notice receives no written notice from the Association regarding the submission of an approved purchaser, the member giving notice may complete the sale or transfer on the date and at the price and terms given in the notice, but, on no other price or terms without first resubmitting to the above procedure.
 3. In the event the member makes a sale or transfer without first complying with the terms hereof, the transfer shall be deemed a nullity. The board may seek injunctive

resolution or such other justifiable outcome as may be granted through a Court of competent jurisdiction to nullify the transfer. Any other member of the Association shall have the right to redeem from the purchaser according to the provisions hereof. The redemption rights shall be exercised by reimbursing the purchaser for the entirety of monies expensed as shown on the contract for purchase of the Unit, and immediately after such reimbursement the purchaser or transferee shall convey all his right, title and interest to the member of the Association making the redemption. Any Expenses which shall include but not be limited to attorney's fee and Court Costs incurred by the Association are recoverable against the Unit Owner initializing the transfer.

4. An affidavit of the Secretary of the Association stating that the Association approved in all respects on a certain date the sale or transfer of a Unit shall be conclusive evidence of the fact and from the date of approval as stated in the affidavit the redemption rights set forth herein shall terminate. Such affidavit shall only be prepared upon demand of the transferee. A reasonable fee may be charged for the preparation of the same in the manner set forth in 718.116, respective of the estoppel provision therein.
5. In the event of death the surviving spouse, and if no surviving spouse, the other member or members of the owner's family residing with the owner at the time of his death may continue to occupy said Unit and if such surviving spouse or other member or members of the decedent owner's family have succeeded to the ownership of the Unit the ownership thereof shall be transferred by legal process to such new owner.
6. In the event of death and conveyance of ownership of the Unit to some designated person or persons other than the surviving spouse of members of family described in paragraph (5) above, the Association shall have thirty (30) days from the date of such transfer to express their refusal or acceptance of such transfer in the same form or manner set forth in paragraph (a) of this Section. If the Association refuses the transfer within the thirty (30) days of purchase the Association shall purchase the Unit, with cash, at the fair market value thereof. In the event fair market value is disputed, the parties shall seek the appointment of a mutually agreeable appraiser to provide the determination of such fair market value.
7. Single Family Residence. Occupancy of a Unit, by lease or ownership is limited to a single-family no more than one family may occupy a Unit. A "Family" for the purposes of occupancy is defined as:
 - (i) One person or a group of two or more persons, each of whom is related to each of the others by blood, marriage or adoption who reside together as a single household, or,

- (ii) One unmarried couple and the children of either or both of them who reside together as a single household

Occupancy of a Unit by two or more couples (married or unmarried) is prohibited. In addition, an Owner or tenant is permitted to have live-in housekeepers, nannies, or care givers who reside in the home together with the Owner or Association approved tenants. If a Unit is owned by an entity, the entity must designate all occupants for the Association, and all occupants must have the relationship to each other as required above for single family occupancy. If a Unit is owned by an entity, occupancy is subject to Association Approval in the manner set forth herein for leases.

- b. Rental or Lease: The leasing of the Properties shall be subject to the following provisions:

Entire Units within the Association may be leased upon Association Approval and upon adherence to the following criteria:

1. No Unit shall be leased or rented without the prior written approval of the Association. An Owner shall be prohibited from leasing its Unit more than two (2) times per calendar year and for a term of no less than twelve (12) months. The Board shall have the right to charge a screening fee in the maximum amount permitted by law. No unit may be leased or rented by a new owner, other than the Association itself, who acquires title to any unit in the subdivision during the first year (365 days) following transfer of title to a unit, provided that the Board of Directors may approve exceptions to this restriction in cases where the unit owners are unable to occupy their unit based upon a condition which occurs after the time that they purchased their unit and during the first year of ownership. Examples of potential hardship exceptions include job transfers, accidents, or medical situations which prevent the owner from occupying the unit, or other similar hardship situations.
2. Each lease shall be in writing and shall specifically provide that the Association shall have the right to terminate the lease upon default by the Tenant in observing any of the provisions of the Association Documents, or other applicable provisions of any agreement or instrument governing the Association or administered by the Association. In the event the lease does not contain such a right, the lease will be interpreted as providing the Association such a right to terminate the lease, as though the term were explicit therein.
3. Notice: In addition to any right of first refusal provided to the Association in this Declaration, an owner intending to lease his Unit must give to the Board of Directors (or its designee) written notice of such intention at least fifteen (15) days prior to the starting date of the proposed lease, together with the name and address of the proposed

lessee, and other information about the lessee or the lease that the Board shall require. Failure to provide notice shall cause the leasehold to be treated as a nullity and the Board shall have the power to evict the lessee by summary proceeding as set forth in this section. The Board of Directors may promulgate, and require use of, a uniform form of Unit lease, for any lease.

4. Approval: Approval or disapproval of a proposed tenant shall be delivered to the Unit owner proposing the lease, in writing, at his or her Unit within fifteen (15) days after the Association's receipt of his application therefore. The Association may deny the Owner permission to lease any Unit on grounds the Association may determine as further detailed in this section. The Association may charge a fee for review of the tenant application not to exceed the provisions of Florida Law as it may be amended from time to time.
 - (i) The prospective tenant shall make himself available for a personal interview, if desired by the Board, prior to approval of the tenancy. Within fifteen (15) days after receipt of a fully completed notice and information, and the holding of a personal interview, whichever date last occurs, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by an Association officer or its agent, in recordable form. Failure of the Association to respond in writing with approval or disapproval within thirty days of the last date to occur above, shall constitute approval.
5. Disapproval: In the event approval is withheld, the Association shall consider the following factors and may confer with counsel in reaching its decision. Only the following may be deemed to constitute good cause for disapproval:
 - i. The application for approval on its face, or subsequent investigation thereof, indicates the person seeking approval (which shall include all proposed occupants) intends to conduct himself in a manner inconsistent with the Association Documents.
 - ii. The person seeking approval (which shall include all proposed occupants) has been designated by a Court as a sexual offender or sexual predator, or has been convicted or pled no contest to a felony.
 - iii. The person seeking approval has a record of financial irresponsibility, including, without limitation, bankruptcies, foreclosures, or bad debts within the last five (5) years.
 - iv. The person seeking approval (which shall include all proposed occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations,

communities or association or by conduct in this Association as a Unit Owner, tenant, or Occupant.

- v. The person seeking approval failed to provide the information, transfer fee, or failed to appear as required to process the application in a timely manner.
 - vi. Assessments, fines and other charges against the Unit or due from the Unit Owner have not been paid in full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.
6. Violation: In the event of a Unit occupancy contrary to the provisions of this section, the Declaration, or the violation by a tenant or occupant of any provision of this Declaration or the Bylaws or Rules of the Association, the Association's Board of Directors, after not less than ten (10) days after the mailing of notice by certified or registered letter to the owner of the Unit with a copy to the tenant or occupant, advising of the restriction, the violation, and an opportunity to comply, may act as agent of the Unit owner to evict such lessee or occupant and in such event the Unit owner shall pay to the Association all costs and attorney's fees incurred by the Association incident to the eviction. Every lease of a Unit shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the terms of this Declaration, Articles of Incorporation, Bylaws, Rules and other Association documents. The Unit owner shall be jointly and severally liable with the tenant to the Association for any and all damages to the Association property caused by the acts or omissions of the lessee as well as any claim for injury or damage caused by the of the lessee. (as determined in the discretion of the Board of Directors).
7. There shall be no subleasing of Units, or renewal of leases without application to and approval by the Association. A sublease, if approved, shall be considered a new lease transaction for purposes of this Section. Renewal applicants are not required to remit the application fee, which may be charged by the Association.
8. De Facto Tenancy: Owner agrees and understands that the continued presence of a Guest or Invitee that is present in a Unit for a period of 20 days within any 30-day period will, for the purposes of this Declaration, be considered a Tenant and subject to all lease requirements of this Declaration regardless of whether a written lease exists. This restriction includes family members residing on the property.
9. Subordination: All leases are hereby made subordinate to any lien filed by the Association, whether prior or subsequent to such lease.

In the event the Board approves a rental or lease, such approval of a lease or rental shall

not release the Unit Owner from any obligation under the Declaration, and either the lessee or the Unit Owner shall have the right to use the facilities and Common Elements, to the exclusion of the other party. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Association property and Common Elements otherwise readily available for use generally by Owners.

c. Mortgagee transfer post-foreclosure: The provisions of this paragraph 16 shall not apply to transfers to holders of first mortgages receiving title to the Unit in foreclosure, by judicial sale, or by deed in lieu of foreclosure.

d. Non-institutional Mortgage Holders- No Unit owner may mortgage his Unit for interest therein without approval of the Association. Such restriction shall not be applicable in relation to mortgages to institutional lenders, life insurance companies, federal savings and loan associations, institutional investors, mortgage bankers and brokers, or real estate investment trusts. Approval of mortgagees which are not categorized above shall be conditioned upon the reasonable determinations of the board of directors prior to the approval of the mortgage.

e. The terms of this leasing provision shall be effective upon any license, agreement, contract or agreement for occupancy, with or without compensation to the Unit Owner, as facilitated by home-sharing, short-term rental, vacation rental or similar type and style agreements facilitated by, but not solely restricted to, AirBnB.com, Homeaway.com and such similar services as may become utilized now or in the future.

17. 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.

18. OBLIGATIONS OF MEMBERS: In addition to other obligations and duties heretofore set out in this DECLARATION, every owner or occupant shall abide by the following regulations:

a. The Association shall be governed by the following restrictions regarding the parking of vehicles and use of the parking lot within the Association:

1. All automobiles shall be parked only in the parking spaces so designated for that purpose by the ASSOCIATION. No vehicle may exceed the confines of the parking spaces. Such designation may be by separate letter or appropriate marking of the parking space or spaces by the owner's last name and /or apartment number. The assigned space for each unit will be used prior to using the common area parking. No repairs of any kind will be permitted on motor vehicles and that includes oil changes. The maximum number of vehicles

allowed per single family residence is two (2). If the ASSOCIATION has assigned a space to a unit owner, only the owner and his guests shall be permitted to utilize such assigned space. No vehicle shall exceed the confines of the Association parking spaces when parked.

2. Owner agrees to notify all guest of the regulations regarding parking, and to notify all guest of the regulations regarding parking, and to require guests to abide by such parking regulations.
3. No person shall park, store, keep or allow to be parked, stored or kept on any portion of the Condominium property any motor homes, commercial vehicles (for example but without exhaustion of possibility, dump trucks, motor homes, cement mixer trucks, oil or gas trucks, delivery vehicles of any type, vehicles with commercial advertising or signage for a business, or any vehicle which is registered as a commercial vehicle and/or which exhibits any commercial lettering on the outside of such vehicle including but not limited to magnetic or removable advertisements and vehicle wraps), recreational vehicles, mini-vans without full passenger accommodation and windows on all sides of the vehicle, van campers, boats or other watercrafts, trailers, campers, or other motorized vehicles that are not four-wheel passenger automobiles, sports utility vehicles, passenger vans, and passenger pick-up trucks at any time.. Notwithstanding the foregoing, a commercial vehicle may be brought onto the Property temporarily by a contractor that has been hired by a resident or the Association during the time such contractor shall be performing work for that resident or the Association on a unit or on the common elements; but under no circumstances may such vehicle be parked on the Property overnight.
4. No repairing of automobiles, trailers, boats, campers, golf carts, or any other property of owner will be permitted outside the confines of the owner's unit. While on the Association Property, no vehicle, either approved or unapproved pursuant to the terms of this Declaration, may be covered with a tarp, car cover, or other type of material or product designed to obscure the view of a vehicle and or protect the vehicle from the elements. No vehicles which are inoperable, including those with expired registrations, may be parked or stored in driveways or any other common areas in the Association. No vehicle may be kept on blocks. No vehicles are permitted on the Property, which leak oil, brake fluid, transmission fluid or other fluid. Oil or fluid leaks into the parking areas are the responsibility of the owner of the vehicle. Any Damage from oil leaks will be repaired at the expense of the Owner of the unit from which the offending motor vehicle originated. The sole exceptions to the repair restrictions of this Article shall be replacement of wiper fluid, replacement of wiper blades, and emergency repair limited to replacing a flat tire and replacing the battery.

5. No vehicle shall display signage of any type, including but not limited to, removable signs, for sale signs and political signs, for the purposes of this provision, bumper stickers shall not be considered signage.
6. No Vehicle shall create a noxious condition on the Condominium property, by constituting a nuisance due to its noise level, disrepair or exhaust levels. Such determinations may be made, but are not solely conditioned upon, body damage, visible garbage, refuse, papers and work materials in on or otherwise associated with the vehicle.
7. No vehicle shall remain parked and immobile in any single guest parking space for a period in excess of twenty-one (21) continuous calendar days.
8. Any vehicle parked in violation of this Declaration is subject to being towed and all costs and expense shall be paid by the owner of said vehicle. Parking of any vehicle on the Property contrary to the requirements of this Section shall constitute parking of such vehicle in an unauthorized location on the Property in violation of Chapter 715.07 Vehicles or Vessels parked on private property; towing, Florida Statutes, as that law now exists or may hereafter be amended from time to time, and the Association shall be permitted to avail itself of the rights provided in such Chapter, including without limitation the right to tow the vehicle from the Property after proper notice. The Board of Directors for the Association may institute guest and owner parking registration, including but not limited to, parking passes, in the future, without further amendment to this Declaration. The Association shall have the ability to adopt reasonable rules and regulations regarding further vehicle descriptions that shall be limited in their ability to be parked at the Association.
- b. Each owner or occupant shall maintain his unit in good condition and repair, including all internal surfaces within or surrounding his unit, and each owner or occupant shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately with his unit.

All parts of the property and Unit shall be kept in a clean and sanitary condition. No rubbish, refuse, or garbage is allowed to accumulate, nor any fire hazard allowed to exist, within the Unit. Furthermore, each Owner, Tenant and Occupant shall maintain the Unit in good condition and repair, including all internal surfaces within or surrounding his dwelling, including limited common elements appurtenant to his dwelling, if any, and each occupant shall maintain and repair the fixtures therein and shall promptly pay for all utilities which are metered separately to his Unit.

Common areas of the building, such as hallways, landscaped and grassed areas, shall be used only for the purposes intended. No articles belonging to the occupants shall be kept in such areas, temporarily or otherwise. The Association shall have the right to perform necessary maintenance and repairs in the event of exigent circumstances, including, but not limited to, shutting off utilities for units. Unit owners shall provide an emergency key to the Association which may be used for the purposes of access to the unit pursuant to the Association's irrevocable right to access under Florida Statute Section 718.111. Any expense incurred by the Association resulting from a Unit Owners' failure or refusal to provide an emergency key, including but not limited to locksmith or repair services necessitated by obtaining entry to the Unit, shall be assumed by the Unit Owner as a common expense collectable in the manner of an assessment as set forth under section 718.116 Florida Statutes.

- c. Each unit shall be used only for the purpose of a single-family residence. Any exception to this paragraph shall be obtained by prior written approval of the ASSOCIATION.
- d. Each owner or occupant shall maintain his unit in a clean and sanitary manner. Patios and balconies shall be used only for the purposes intended and shall not be used for hanging of garments or other objects, or for cleaning of rugs or other household items. Each owner or occupant may provide his unit with laundry and drying equipment; but no drying of laundry will be permitted outside of the unit.
- e. No animals, livestock or poultry of any kind shall be raised, bred or kept on any portion of the Condominium Property. No pets shall be allowed in any Unit or the Common Elements except upon receipt of written prior approval from the board of Directors. Such approval shall not be unreasonably withheld in relation to the following criteria: each Unit shall be allowed to house a maximum of two (2) dogs or two (2) cats or one (1) dog and one (1) cat. Said dog(s) or cat(s) must weigh thirty (30) pounds or less, each, when fully grown.

The Board of Directors may adopt reasonable rules, regulations and forms related to the registration of dogs or cats by unit Owners and Tenants. Dog(s) or cat(s) shall be registered with the Association prior to or contemporaneously with the time the Unit Owner or tenant brings the animal into the Association. The dog or cat registered with the Association may not be replaced upon its demise without submitting the new animal to registration. Each Unit may also house domestic birds or fish. Pets shall be kept within a Unit and not be permitted on any portion of the Condominium Property except when adequately secured and restrained by a leash, where applicable, and all such pets shall be walked in such areas designated by the Association so as to control the deposit of animal waste on the Condominium Property. Owners must remove all pet waste on the Condominium Property for which their animal is responsible. No

guests or invitees of an Owner shall be permitted to bring animals of any kind on the Condominium Property. No animals shall be allowed to commit a nuisance. The term "pet" shall be limited to a dog, cat, fish or small domestic birds. Dogs may not be kept in the Limited Common Elements when the Owner is not in the Unit. Each Unit Owner owning a pet shall assume full responsibility for personal injuries or property damage that is caused by his pet, and each Unit Owner hereby agrees to indemnify the Association and all other Unit Owners and hold them harmless against any loss, claim or liability of any kind whatsoever arising from or growing out of any harm injury, or damage caused by such Unit Owner's pet. The changes set forth in this amendment shall be effective prospectively from the recording of the amendment. Without limiting the generality of Article 18 hereof, violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies including, but not limited to, the right to fine Unit Owners (as provided by the Condominium Act) and/or to require any pet to be permanently removed from the Condominium Property upon three (3) days' notice.

- f. Alteration and repair of the buildings is the responsibility of the ASSOCIATION, except for the interior of the units. No exterior painting of doors or buildings, or additions, such as screen doors, lighting fixtures, or any other item whatsoever, and no alteration may be made to any interior boundary wall by any unit owner or occupant other than the DEVELOPER without first obtaining written approval of the ASSOCIATION. No reflecting device or materials may be used in any of the aforementioned areas without the prior written approval of the ASSOCIATION. All draperies or curtains visible from the exterior of a unit shall be either white or off-white or shall be backed with an off-white liner or sheer so as to maintain a uniform exterior appearance.
- g. Each unit occupant shall be responsible for the care and maintenance of plants or shrubbery placed upon the condominium property by him and should said occupant fail to maintain said plants and shrubbery, the ASSOCIATION shall have the right to have said plants and shrubbery maintained or removed at the expense of said unit owner.
- h. No owner or occupant may make or permit any disturbing noises in the building or on the condominium property, whether made by himself, his family, friends, guests or servants, nor may he do or permit to be done anything by such other person that would interfere with the rights, comforts or other conveniences of other occupants.

Unit Owners, their occupants or tenants shall not permit the playing of any musical instrument, phonograph, radio, television set or other sound generating device that interferes with the use, rights, comforts or other conveniences of the Members of the

Association. The determination of such an infringement shall be made in the sole discretion of the board of Directors or such a committee as formed for that purpose.

Unit owners, their occupants or tenants shall not permit the use or operation of any device within the Unit during quiet hours which causes perceptible vibration, sound, hums, rhythm or other auditory cues in adjacent Units, such devices include, but are not limited to, clothes washing machines, dryers and sub-woofers. Disturbance of unit owners during quiet hours shall be considered a violation of the Declaration of the Association, and subject to such enforcement as provided for therein. The quiet hours of the Association are designated as 11:00 pm to the following 8:00 am.

No commercial business shall be operated from any Unit in the Association. To the extent that the term need be defined, this restriction shall prevent the operation of any business from within a Unit that necessitates maintaining or distributing product(s) from the unit or encourages or necessitates customer visitation to the unit at any time.

Recording and surveillance equipment may not be installed on the Association property by Unit Owners. Unit Owners may not undertake surveillance of any other Unit owners through means of video or auditory recording. Such surveillance shall be deemed a nuisance per se and is subject to enforceability under the provisions of this declaration. This paragraph shall not affect the right of Unit Owners to install video doorbells. Such video doorbells shall be limited to a wide aperture view of the area immediately in front of the Unit's door and shall not extend beyond the area reasonably necessary to identify an individual standing directly outside the door.

- i. Disposition of garbage and trash shall be only by use of garbage disposal units, or by use of receptacles approved by the ASSOCIATION.
- j. Each owner or occupant may identify his unit by a name plate or a type and size approved by the ASSOCIATION and mounted in a place and manner so approved.
- k. No signs, advertising, or notices of any kind or type whatsoever, including, but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on the exterior of any unit; nor shall the same be posted or displayed in such a manner as to be visible from the exterior or any unit.
- l. All official notices of the ASSOCIATION or of a management corporation, if utilized, shall bear the signature of the President and the official seal or the said ASSOCIATION or the management corporation.

- m. All damage to the project caused by the moving and/or carrying of articles therein, shall be paid by the unit owner or person in charge of such articles.
- n. Soliciting is strictly forbidden. It is requested that owners notify the ASSOCIATION if a solicitor appears and appropriate action will be taken.
- o. No owner or occupant of a condominium parcel shall 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 element, or which will obstruct the rights or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall an owner commit or permit any nuisances, immoral or illegal act in his unit or on the common elements. Note, however, that this provision shall not be construed to prohibit a unit owner from installing or constructing a fireplace within his unit so long as the same is approved by the ASSOCIATION and by the fire marshal and constructed by a licensed contractor in compliance with all applicable building codes as set forth hereinafter.
- p. Each owner or occupant shall conform to and abide by the BY-LAWS and uniform rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors or the ASSOCIATION, and to see that all persons using owner's property by, through, or under him do likewise.
- q. Each owner or occupant shall allow the Board of Directors or the agents and employees of the ASSOCIATION to enter any unit for the purpose of maintenance, inspection, repair, and/or replacement of the improvements within the units or the common elements, or to determine compliance with these restrictions, reservations, covenants, conditions and easements and the BY-LAWS of the ASSOCIATION.
- r. No owner or occupant shall make repairs to any plumbing or electrical wiring within a unit, except by a licensed plumber or electrician 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 or its agent shall pay for and be responsible for repairs and electrical wiring within the common elements.
- s. No fireplace shall be installed or constructed within any unit unless the same has been approved by the Board of Directors of the ASSOCIATION and the fire marshal. Any fireplace installed or constructed within any unit shall be so installed or constructed by a licensed contractor in compliance with all applicable building codes and regulations. Additionally, no fireplace shall be installed or constructed in such a manner that it

encroaches upon any unit other than the one in which said fireplace is being installed or constructed.

The ASSOCIATION has the right to establish additional rules and regulations governing the conduct of all residents and also the use of the condominium units, limited common elements and common elements so long as such additional rules and regulations are not inconsistent with the terms and conditions of the DECLARATION and EXHIBITS thereto.

19. PARKING SPACE: Owner is given the right to use his parking space for automobile parking only, the parking space may from time to time be assigned by the Board of Directors of the ASSOCIATION to a condominium unit, which assignment shall not be recorded among the public records. Any portion of the condominium property 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 or condominium unit within the condominium complex. The Board of Directors may from time to time, should they determine there is a need, change the parking spaces assigned to the units provided that a unit always has a parking space. This provision is made in contemplation of the fact that from time to time one or more owners may be under a physical disability which would require the assignment or a parking space more convenient to his condominium unit and to give the ASSOCIATION the power and flexibility to deal with such situation.

20. Association's Rights:

- a. An easement for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, center cores and other portions of the Common Elements as may be from time to time necessary and intended for such purpose of going from one portion of the condominium property to another, and where necessary, for the proceeding from one portion of the Development Area to the other and for vehicular traffic as may be necessary for the Association for the purpose of crossing over various portions of the Condominium Area to obtain ingress and egress to the Condominium. Provided, however, that nothing contained herein shall be construed to allow any person or entity to enter upon the condominium property unless it is upon an area specifically designated for such traffic and necessary for such ingress and egress as described above and under no circumstances shall such traffic be allowed through or over any Condominium Unit.
- b. Easements through the condominium property as may be required for utility services, which may be provided by the Association, its successors or assigns or any such utility company to serve this Condominium and any other condominiums in the Development

Area. This easement includes the right to install and maintain all necessary equipment upon the condominium property and to enter upon the condominium property to service the same.

- c. In the event that any Condominium Unit shall encroach upon any of the Common Elements of the condominium property or upon any other Condominium Unit, for any reason, then an easement shall exist to the extent of such encroachment so long as the same shall exist.

21. TERMINATION: The condominium may be terminated in the following manner:

- a. The termination of the condominium may be affected by unanimous agreement of the condominium parcel owners and mortgagees' holding mortgages on said units, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the public records of Pinellas County, Florida.

22. 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 or the land or any part thereof or interest therein, and his heirs, executors, administrators, personal representatives, successors and assigns shall be bound by all the provisions of this DECLARATION.

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

In the event any court should hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rule or 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.

24. 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, as of the date hereof.

END OF AMENDED AND RESTATED DECLARATION