

Prepared by and return to:
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CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
FOR PALMA DEL MAR V A CONDOMINIUM

I hereby certify that at a duly called meeting of the members of Palma Del Mar Condominium Association No. 5 of St. Petersburg, Inc., held on August 15, 2019, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amended and Restated Declaration of Condominium for Palma Del Mar V, a Condominium, attached hereto, was duly adopted by the membership. The Declaration of Condominium for Palma Del Mar V, a Condominium, was originally recorded in Pinellas County, Florida Official Records Book 5263 at page 1036, and thereafter successively amended, in Official Records Book 20093 at page 269.

IN WITNESS WHEREOF, the Palma Del Mar Condominium Association No. 5 of St. Petersburg, Inc., has caused this instrument to be signed by its duly authorized officer on this 6th day of September, 2019.

[Signature]

PALMA DEL MAR CONDOMINIUM ASSOCIATION
NO. 5 OF ST. PETERSBURG, INC.

(Signature of Witness #1)

Scott Fisher

(Printed Name of Witness #1)

Darcy A. DeRusha

(Signature of Witness #2)

Darcy A. DeRusha

(Printed Name of Witness #2)

By: [Signature]

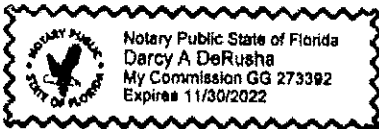
(Signature)

Tommy Preuett

(Printed Name and Title)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 6 day of September, 2019, by Tommy Preuett as president of Palma Del Mar Condominium Association No. 5 of St. Petersburg, Inc., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.



[Signature]

Notary Public/State of Florida

My commission expires:

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
FOR PALMA DEL MAR V A CONDOMINIUM

This instrument amends, consolidates, and restates in its entirety the Declaration of Condominium for Palma Del Mar V, a Condominium.

WHEREAS, the original Declaration of Condominium for Palma Del Mar V, a Condominium was recorded in Pinellas County, Florida Official Records Book 5263 at page 1036, and thereafter successively amended, in Official Records Book 20093 at page 269; and

WHEREAS, it is desirable to consolidate, amend, update and restate all previously recorded instruments and amendments contained herein to make all of them more easily understood by all persons associated with the Palma Del Mar V Condominium;

NOW, THEREFORE, this amended, consolidated and restated Declaration of Condominium for Palma Del Mar V, a Condominium (as so amended, consolidated and restated, called the "Declaration") is hereby adopted as of the date that a Certificate of Amendment is recorded in the public records.

SUBMISSION
STATEMENT

ISLA DEL SOL, INC., a Florida corporation, hereinafter called "the developer" for itself, its successors, grantees and assigns, being the holder of fee simple title to the real property described in EXHIBIT A, attached hereto and made a part hereof, hereinafter referred to as the "property" submitted said property to condominium ownership, pursuant to the requirements of Chapter 718 of the Statutes of the State of Florida, hereinafter sometimes referred to as the "Condominium Act", the provisions of which are hereby incorporated by reference as is fully set forth herein.

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

ARTICLE I
NAME

- 1.1 The name of the condominium is: Palma Del Mar V, a Condominium.
- 1.2 The name of the unit owners' Association is Palma Del Mar Condominium Association No. 5 of St. Petersburg, Inc., a not-for-profit Florida corporation, hereinafter referred to as the "Association."

ARTICLE 2
LAND

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

ARTICLE 3
DEFINITIONS

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

- 3.1 "Assessment" means a share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owner.
- 3.2 "Association" means Palma Del Mar Condominium Association No. 5 of St. Petersburg, Inc., which is responsible for the operation of the condominium.
- 3.3 "Association property" means the property, real and personal, in which title or ownership is vested in the Association for the use and benefit of its members.
- 3.4 "Board of Directors" means the board of administrators or other representative body responsible for administration of the Association.
- 3.5 "Bylaws" means the Bylaws for the government of the condominium as they exist from time to time.
- 3.6 "Common elements" means the portions of the condominium property not included in the units.
- 3.7 "Common expenses" means the expenses and assessments properly incurred by the Association for the condominium.
- 3.8 "Common surplus" means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits, and revenues on account of the common elements, over the amount of common expenses.
- 3.9 "Condominium" means that form of ownership of condominium property under which units are subject to ownership by one or more owners, and there is appurtenant to each unit as a part thereof an undivided share in the common elements.
- 3.10 "Condominium Parcel" means a unit together with the undivided share in the common elements which is appurtenant to the unit.

- 3.11 "Condominium property" means and includes the lands that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all rights appurtenant thereto intended for use in connection with the condominium.
- 3.12 "Declaration of Condominium" means the instrument or instruments by which a condominium is created, and such instrument or instruments as they are from time to time amended. Throughout this instrument "Declaration of Condominium" shall be called the "Declaration."
- 3.13 "Governing documents" means this Declaration of Condominium, the Articles of Incorporation, the Bylaws, and the adopted resolutions, rules, regulations, and procedures of the Association all as may be hereafter amended from time to time. In the event of conflict, the hierarchy of the Association governing documents shall be in the order stated.
- 3.14 "Limited common elements" means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.
- 3.15 "Mortgagee" means a bank, savings and loan association, insurance company, mortgage company or other like business entity. The term "mortgagee" shall also be deemed to mean "institutional mortgagee" and "institutional first mortgagee."
- 3.16 "Residential condominium" means a condominium comprised of condominium units any of which are intended for use as a private residence, domicile, or homestead.
- 3.17 "Unit" means a part of the condominium property which is to be subject to private ownership.
- 3.18 "Unit owner" means the record owner of legal title to a condominium parcel.
- 3.19 "Utility service" means, without limitation, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal.
- 3.20 Whenever the context so permits, the use of the singular shall include the plural, and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

ARTICLE 4
DESCRIPTION

The condominium is described as follows:

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

- 4.2 The following non-exclusive easements are expressly granted and/or reserved in favor of the owners and occupants of any condominium unit, their guests and invitees, to-wit:
- (A) Utilities. Blanket non-exclusive easements are reserved throughout the condominium property as may be required for utility and communication services (including but not limited to cable television and radio) in order to adequately serve the condominium area. In the event any unit, recreation area, common or limited common element encroaches upon any utility easement either granted or reserved hereby, by plat or otherwise, such encroachment shall entitle the owner or owners of such encroaching property and their mortgagees, if any, to an automatic non-exclusive easement on said utility easement for as long as such encroachment shall continue.
 - (B) Encroachments. In the event that any unit shall encroach upon any of the common elements or any other unit for any reason other than the intentional act of the unit owner or in the event that any common element shall encroach upon any unit, then an automatic non-exclusive easement shall exist to the extent of such encroachments so long as the same shall continue.
 - (C) Traffic. An easement shall exist for pedestrian traffic over, through, and across sidewalks, paths, walks, halls, lobbies, elevators, if any, and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through, and across such portions of the common elements as may from time to time be paved and intended for such purposes, and such easements shall be for the use and benefit of the unit owners and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the condominium property except to the extent that the space or spaces may be specifically designated and assigned for parking purposes.
 - (D) Maintenance. Blanket non-exclusive easements are reserved throughout the common and limited common areas of the condominium property, including without limitation, along the beach front, for maintenance purposes in order to adequately maintain such areas.
 - (E) Access. Each unit owner and any officer, agent, employee or designee of the Association or member of the Board of Directors of the Association shall have access across any limited common elements for the purpose of ingress and egress.
 - (F) Roads. All unit owners and occupants of any condominium unit, their guests, and invitees shall have an easement over any private roads constructed on the condominium property.
 - (G) The developer and its successors and assigns hereby retain for its benefit, a private storm sewer easement for drainage lines and drainage structures as they may now exist or may hereafter exist on the condominium property and this drainage may not be modified unless the developer consents to said modification in writing. The

Association, unit owners or their agents, may not build over or impair the developer's right to access to the storm sewer structures and the Association, unit owners or their agents will indemnify the developer from any cost it incurs as a result of rectifying impairment created. The developer and its successors and assigns shall have the right of access to the storm sewer lines and structures as they may now or hereafter exist on the condominium property for the purpose of cleaning and repairing the storm sewer lines and structures, if they deem it appropriate, in their sole discretion.

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

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

- (A) The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with perimetrical boundaries.
 - (1) Upper Boundaries. The horizontal plane of the undecorated finished ceiling.
 - (2) Lower Boundaries. The horizontal plane of the undecorated finished floor.
- (B) Perimetrical Boundaries. The perimetrical boundaries of the unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:
 - (1) Exterior Building Walls. The intersecting vertical planes adjacent to and which include the undecorated interior surface of the outside walls of the unit building bounding the unit and fixtures thereon. No balconies or existing terraces on any floor shall be extended or enclosed in any way whatsoever by a unit owner, except with the prior written consent of the Association.
 - (2) Interior Building Walls. The undecorated interior surfaces extending to the intersections with other perimetrical boundaries.
 - (3) Limitation. The owner of each condominium unit shall not be deemed to own the decorated and finished surfaces of the exterior perimeter walls, or the undecorated and/or unfinished surfaces of the perimeter floors and ceilings surrounding his respective condominium unit, nor shall the owner be deemed to own pipes, wires, conduits, air passageways and ducts or other

public utility lines running through or adjacent to said condominium unit which are utilized for or serve more than one condominium unit or the common areas, which items are by these presents hereby made a part of the common elements. However, said owner shall be deemed to own the walls and partitions which are contained within said owner's condominium unit, as herein defined, and shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, and so forth.

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

**ARTICLE 5
IDENTIFICATION OF UNITS, SURVEY, SHARES IN COMMON ELEMENTS,
PRORATIONS OF COMMON EXPENSES, VOTING RIGHTS**

- 5.1 The land described on EXHIBIT A, and the improvements thereon, together with common elements and limited common elements constitute the condominium property. All floor plans and plot plans and all legends and notes thereon contained are incorporated herein and made a part hereof by reference, and said plans have been certified in the manner required by the Condominium Act.
- 5.2 The undivided interest owned by each unit owner in the common elements is set forth on EXHIBIT B attached hereto. The percentage assigned each unit shall be the basis upon which assessments are made.
- 5.3 Subject to any provisions of the Bylaws of the Association applicable thereto, a unit owner is entitled to one vote for each unit owned. If a unit is owned by one natural person, individually or as trustee, the right to vote shall be established by the record title to the unit. If a unit is owned jointly by two or more persons, that unit's vote may be cast by any of the owners provided only one vote shall be cast. If multiple owners attempt to cast votes which are in conflict with those cast by another owner, the vote for that unit will not be counted. The vote of an owner which is not a natural person shall be cast by any officer of a corporation, or any partner or managing agent of another type of entity.

**ARTICLE 6
CONDOMINIUM PARCELS, APPURTENANCES, POSSESSION, AND ENJOYMENT**

- 6.1 The condominium parcel is a separate parcel of real property, owned in fee simple, or any other estate of real property recognized by law.
- 6.2 There shall pass with a unit as appurtenances thereto:
 - (A) An undivided share in the common elements.
 - (B) The right to use such portion of the common elements as is provided for herein.

- (C) An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any airspace which is vacated from time to time.
 - (D) An undivided share in the common surplus.
- 6.3 The owner of a unit is entitled to the exclusive possession of his unit. The unit owner shall be entitled to use common elements in accordance with the purposes for which they are intended but no such use shall hinder or encroach upon the lawful rights of the owners of other units. There shall be a joint use of the common elements and a joint mutual nonexclusive easement for that purpose is hereby created.

ARTICLE 7
RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS

- 7.1 The undivided share in the common elements which is appurtenant to a unit shall not be separated therefrom and shall pass with the title to the unit, whether or not separately described.
- 7.2 A share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit.
- 7.3 The shares in the common elements appurtenant to units shall remain undivided, and no action for partition of the common elements shall lie.

ARTICLE 8
COMMON ELEMENTS

- 8.1 Common elements include within their 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.
 - (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 furnishings of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation.
 - (F) The property and installation in connection therewith required for the furnishing of services to more than one unit or to the common elements.

- (G) Elevators and elevator shafts, if applicable, and stairwells.
- (H) The recreational improvements and unassigned parking areas.
- (I) Lighting fixtures utilized to illuminate the common elements.
- (J) Any portion or portions of the condominium property not included in the units or designated a limited common element.
- (K) The Association shall have the right to assign parking spaces or garages, as the case may be, to the unit owners and thereafter either designate such space with the corresponding unit number of the unit owner or utilize such other designation as it shall deem appropriate. Upon such assignment, such parking space shall be deemed a limited common element. Such assignment shall not be recorded in the Public Records of Pinellas County, Florida, but a separate roster shall be kept by the Association as to assigned parking spaces or garages. All unassigned parking spaces are common elements.
- (L) The common elements designated by this Declaration may be enlarged by an amendment to this Declaration. Such amendment shall be approved and executed in the manner hereinafter required for amendments to this Declaration. Such amendment shall divest the Association of title to the land and shall vest the title in the unit owners, without naming them and without further conveyance, in the same undivided shares as the undivided shares in the common elements that are appurtenant to the units owned by them.

ARTICLE 9
AMENDMENT OF DECLARATION

- 9.1 Amendments to this Declaration may be proposed by the Board of Directors, or by a petition signed by at least twenty-five percent (25%) of the owners, provided that any amendment proposed by the owners is subject to editing as to form and legality by legal counsel for the Association. The specific wording of any proposed amendments must be provided to all owners at least fourteen (14) days prior to the meeting where the voting will take place, together with a notice of the membership meeting where the proposed amendments will be discussed and voted upon, and a proxy form for the owners to allow someone else to vote on their behalf if they are unable to attend the meeting. Amendments must be approved by at least sixty percent (60%) of those owners who participate in the voting, in person or by proxy, at a membership meeting, provided a quorum is obtained. As to any amendments which are approved, a Certificate of Amendment signed by the president or vice president, with two witnesses and a notary, will be recorded in the Pinellas County Public Records with the approved amendments.
- 9.2 Provided however, no amendment shall change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to such unit, or change the proportion or percentage by which the owner of the parcel shares

the common expenses and owns the common surplus unless the record owner thereof and all record owners of liens thereon shall join in the execution of the amendment.

ARTICLE 10
TERMINATION OF CONDOMINIUM

- 10.1 This condominium may be terminated in the manner provided by the Condominium Act as amended from time to time.
- 10.2 Upon removal of the condominium property from the provisions of the Condominium Act, the condominium property shall be deemed to be owned in common by the unit owners. The undivided share in the property owned in common by each unit owner shall be the undivided share previously owned by such owner in the common elements.
- 10.3 After termination of a condominium in any manner, the liens upon condominium parcels shall be upon the respective undivided shares of the owners as tenants in common.
- 10.4 The termination of the condominium shall not bar the creation of another condominium affecting the same property.

ARTICLE 11
EQUITABLE RELIEF

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

ARTICLE 12
MAINTENANCE, LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS

Responsibility for the protection, maintenance, repair, and replacement of the condominium property, and restrictions on its alteration and improvement shall be as follows:

- 12.1. Association Maintenance. The Association is responsible for the protection, maintenance, repair and replacement of all common elements and Association property (other than the limited common elements that are required elsewhere herein to be maintained by the unit owner). The cost is a common expense. The Association's responsibilities include, without limitation:
 - (A) Electrical wiring serving the common elements or more than one unit.
 - (B) Plumbing lines serving the common elements or more than one unit.
 - (C) Main air conditioning condensation drain lines up to the point where the individual unit drain line cuts off.

- (D) Sewer lines up to the point where they enter the individual unit.
- (E) All installations, fixtures and equipment for the furnishing of utilities to the common elements or more than one unit.
- (F) The exterior surface of the main entrance doors to the units.
- (G) All exterior building walls, including painting, waterproofing, and caulking.

12.2 Unit Owner Maintenance. Each unit owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own unit and certain limited common elements. The owner's responsibilities include, without limitation:

- (A) Maintenance, repair, and replacement of screens, windows, window frame assemblies, window glass and hardware.
- (B) Doors, door frame assemblies, and hardware.
- (C) The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) serving only the unit, regardless of location. Any work to be done on such improvements which may be located within the common elements must be approved by the Association, and the Association has the option of performing the necessary work and assessing the owner for the cost.
- (D) The circuit breaker panel.
- (E) Appliances, water heaters, smoke alarms and vent fans located within the unit.
- (F) All components of the air conditioning and heating equipment, thermostats, ducts, and installations serving the unit exclusively.
- (G) Carpeting and other floor coverings.
- (H) Shower pans.
- (I) The main water supply shut-off valves for the unit.
- (J) Any other facilities or fixtures which serve only the unit.
- (K) All interior partition walls which do not form part of the boundary of the unit (excluding load bearing portions thereof).

12.3 Other Unit Owner Responsibilities:

- (A) Patios and Balconies. Where a limited common element consists of a patio or balcony, the unit owner who has the right of exclusive use of the area shall be responsible for the day-to-day cleaning and care of the floors and ceiling (if applicable) of said area; all fixed glass and sliding glass doors in portions of the entrance way to said area; and the wiring, electrical outlet(s) and fixture(s) thereon. The Association is responsible for the maintenance, repair, and replacement of all structural portions of the limited common elements, including the concrete slabs and the cost of any such maintenance and repairs shall be borne by the unit owner and assessed against the unit to which such limited common element is appurtenant. Such costs may be collected in the same manner as regular assessments. Notwithstanding the foregoing, in the event the Association contracts for maintenance and repairs to all (or a substantial number of) patios and/or balconies, the costs of such maintenance and repairs may be assessed against the owners as a common expense.
- (B) Flooring. An owner who desires to install in place of carpeting any hard-surface floor covering (marble, slate, ceramic tile, wood, etc.) shall also install a sound absorbent underlayment of such kind and quality as to substantially reduce the transmission of noise to adjoining units, and must obtain written approval of the Board of Directors prior to any such installation. If the installation is made without prior approval the Board may, in addition to exercising all the other remedies provided in this Declaration, require the unit owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending unit owner.
- (C) Window Coverings. The covering and appearance of windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the unit, visible from the exterior of the unit, shall be subject to the rules and regulations of the Association. Any window film applied must be transparent and non-reflective.
- (D) Modifications and Alterations. If a unit owner makes any modifications, installations or additions to his unit, the common elements, or the limited common elements, the unit owner, and his successors in title, shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the costs of repairing any damage to the common elements or other units resulting from the existence of such modifications, installations or additions, and the costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other part of the condominium property.
- (E) Use of Licensed and Insured Contractors. All contractors performing work on the condominium property must be properly licensed in the state of Florida, and fully insured for the work being performed. Whenever a unit owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of a unit or limited common element, such owner shall be deemed to have warranted to the Association and its members that all such contractor(s) are

properly licensed and fully insured as required herein, that all necessary permits have been obtained, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance. Additionally, the Association has the express right to approve (or disapprove) of any contractor who will be performing work on the condominium property, which approval shall not be unreasonably withheld.

- 12.4 Alteration of Units or Common Elements by Unit Owners. No owner shall make or permit the making of any material alterations or substantial additions to his unit, the common elements, or limited common elements, or in any manner change the exterior appearance of any portion of the condominium, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the condominium in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the unit, are subject to regulation by the Board of Directors.
- 12.5 Alterations and Additions to Common Elements and Association Property by Association. The protection, maintenance, repair, insurance, and replacement of the common elements and Association property is the responsibility of the Association and the cost is a common expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the common elements or the real property owned by the Association costing more than five (5%) percent of the annual operating budget of the Association, including reserves, in the aggregate in any calendar year without prior approval of at least sixty percent (60%) of the membership, present in person or by proxy, at a meeting where a quorum is attained. Alterations or additions costing less than this amount may be made with Board approval solely. If work reasonably necessary to protect, maintain, repair, replace, or insure the common elements or Association property also constitutes a material alteration or substantial addition to the common elements, no prior unit owner approval is required. The cost of such alteration or improvement shall be a common expense and so assessed. Any such alteration or improvement shall not interfere with the rights of any unit owner without his consent.
- 12.6 Enforcement of Maintenance. If after reasonable notice the owner of a unit fails to maintain the unit or its appurtenant limited common elements as required in this Declaration, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the unit or limited common element, with or without notice to or consent of the tenant or unit owner, to repair, replace, or maintain any item which in the business judgment of the Board of Directors may constitute a health or safety hazard to other property or residents. Any expenses incurred by the Association in performing work within the unit as authorized by this Declaration shall be charged to the unit owner, together with reasonable attorney's fees and other expenses of collection, and may be collected in the same manner as regular assessments.
- 12.7 Negligence; Damage Caused by Condition in Unit. The owner of each unit shall be liable for the expenses of any maintenance, repair, or replacement of common elements, other

units, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or tenants. Each unit owner has a duty to maintain his unit, any limited common elements appurtenant to the unit (except those limited common elements required to be maintained by the Association as provided in this Declaration), and personal property therein, in a such a manner as to prevent foreseeable and reasonably preventable damage to other units, the common elements or the property of other owners and residents. If any condition, defect or malfunction, resulting from the owner's failure to perform this duty causes damage to other units, the common elements, Association property or property within other units, the owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the units involved is not occupied at the time the damage is discovered, the Association may enter the unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the owner.

- 12.8 Association's Access to Units. The Association has an irrevocable right of access to the units for the purposes of protecting, maintaining, repairing, and replacing the common elements or portions of a unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment, as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the unit shall be accomplished with due respect of the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the unit. Unit owners must provide the Association with a key to their respective units, and no unit owner shall alter any lock, nor install a new lock, which prevents access when the unit is unoccupied, unless the unit owner provides a new key to the Association. If the Association is not given a key, the unit owner shall pay all costs incurred by the Association in gaining entrance to the unit, as well as all damage to his unit caused by gaining entrance thereto, and all damage resulting from delay in gaining entrance to his unit caused by the non-availability of a key.
- 12.9 Pest Control. The Association may, but shall not be required to, supply pest control services for the inside of each unit, with the cost thereof being part of the common expenses.
- 12.10 Hurricane Shutters. Notwithstanding any provisions herein to the contrary, the Board of Directors shall adopt and approve a model, style and color of hurricane shutters for use in the condominium, and such other rules regarding the use and installation of the shutters as deemed advisable in the Board's discretion. All specifications adopted by the Board shall comply with the applicable building code, or shall be structured to ensure that installed shutters are in compliance with the applicable building code. No hurricane shutters except the standard model, color and style adopted by the Board of Directors shall be permitted. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board.

ARTICLE 13
LIMITED COMMON ELEMENTS

There are limited common elements appurtenant to each of the units in this condominium, such as patios, balconies, and parking spaces as assigned by the Association and as shown and reflected on the survey, floor and plot plans set forth on EXHIBIT A attached hereto. These limited common elements are reserved for the use of the units appurtenant thereto to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the limited common elements so appurtenant. Expenses of maintenance and repair relating to such limited common elements shall be borne by and assessed against the individual unit owner.

ARTICLE 14
INSURANCE

The insurance which shall be carried upon the condominium property, including the units, common elements, and Association property shall be as follows:

14.1 Authority to Purchase Insurance. All insurance policies shall be purchased by the Association for the benefit of the Association and the unit owners and their mortgagees as their respective interests may appear.

14.2 COVERAGE.

(A) Casualty. Except as otherwise provided herein, the Association shall obtain and maintain fire and extended coverage insurance with a responsible insurance company, or through alternate sources as may be available, upon all of the insurable improvements of the condominium, including Association property, the common elements, the units, and the personal property of the Association, for the full replacement or insurable value thereof, (as determined annually by the insurance carrier, or the Board of Directors in the event the carrier fails or refuses to make such determination, or as otherwise required by law), less a commercially reasonable deductible, provided the Board may exclude foundation and excavation costs in its discretion. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by Section 718.111(11), Florida Statutes, as amended from time to time. All hazard policies purchased to protect the building shall provide that the word "building" whenever used in the policy shall include, but not be limited to, fixtures, installations or additions comprising that part of the building within the furnished interior surfaces of the perimeter walls, floors and ceilings of the individual units initially installed or replacements thereof of like kind or quality, in accordance with the original plans and specifications, or as existed when the unit was first conveyed if the original plans and specifications are not available. The original policy of insurance shall be held by the Association, shall provide that the unit owners are

considered additional insureds under the policy, and institutional lenders shall be furnished, upon request, mortgage endorsements covering their respective interests.

- (B) Each unit owner shall obtain casualty insurance for the personal property located within the unit; ceiling, floor, and wall coverings, and electrical fixtures, appliances, water heater, and built-in cabinets to the extent these items are located within the unit boundaries; and any improvements made within the unit which are not covered by the Association policy. The owners shall also be responsible to insure any portion of the condominium property which may be removed from Association insurance responsibilities by virtue of future amendments to Section 718.111(11), Florida Statutes. If a statutory opt-out election is effective at the time of a casualty loss, assessments shall be allocated based upon the responsibility for maintenance and repair of the condominium property as provided herein, such that the cost of repair and replacement of that portion of the condominium property for which the Association is responsible shall be assessed against all owners in proportion to their respective share of the common elements; and the cost of repair and replacement of that portion of the condominium property for which the unit owner is responsible, shall be assessed against such owner or owners.
- (C) **Liability.** The Association shall obtain and maintain public liability insurance covering all of the common elements and Association property and insuring the Association and the unit owners as their interest may appear in such amount as the Board of Directors may deem appropriate. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The unit owners shall have no personal liability upon such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess unit owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each unit owner will be responsible for procuring and maintaining liability insurance covering losses which may occur in and about the owner's unit, as the owner may deem appropriate.
- (D) **Worker's Compensation.** The Association shall obtain such worker's compensation coverage as may be required by law.
- (E) **Flood.** If the condominium property is located in a federally designated flood area, the Association shall obtain the maximum flood insurance available to protect such improvements, or in an amount equal to the value of the building if the value of the Building is less than the maximum permitted by law.
- (F) **Other Insurance.** Such other insurance as the Board of Directors may from time to time deem to be necessary, including but not limited to errors and omissions officers and directors liability insurance coverage, and insurance for the benefit of its employees.

- 14.3 Deductible and Other Insurance Features. The Board of Directors shall establish the amount of the deductible under the insurance policies, and other features, as they deem desirable and financially appropriate, in the exercise of their business judgment.
- 14.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.
- 14.5 Insurance Shares or Proceeds. Insurance proceeds of policies purchased by the Association covering property losses shall be paid to the Association, and all policies and endorsements thereon shall be deposited with the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold and disburse the same for the purposes stated herein and for the benefit of the unit owners and their mortgagees in the following shares:
 - (A) Common Elements. Proceeds on account of damage to common elements shall be apportioned as an undivided share for each unit owner, such share being the same as the undivided share in the common expenses appurtenant to the unit.
 - (B) Unit. Proceeds on account of damage to units shall be held in the following undivided shares:
 - (1) When the condominium building is to be restored, proceeds shall be held for the owners of damaged units in proportion to the costs of repairing the damage suffered by each unit owner, which cost shall be determined by the Association.
 - (2) When the condominium building is not to be restored, proceeds shall be held in an undivided share for each unit owner, such share being the same as the undivided share in the common expenses appurtenant to the unit.
 - (C) Mortgager. In the event a mortgage endorsement has been issued as to a unit, the share of that unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except those proceeds paid to the unit owner and mortgagee, pursuant to the provisions of this Declaration.
- 14.6 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed in the following manner:
 - (A) Reconstruction or Repair. Damaged property for which insurance proceeds are paid, are to be repaired or reconstructed unless doing so shall be impossible or constitute economic waste as defined in Section 718.117, Florida Statutes, as amended from time to time, and such proceeds shall be paid to defray the cost thereof as elsewhere provided. Reconstruction, repair, or replacement shall be in accordance with the plans and specifications for the original building, except as may be modified to comply with the then current building codes, said plans being

on file with the building department of the governmental authority having jurisdiction over the condominium. Any proceeds remaining after defraying such costs shall be held by the Association as common surplus benefiting all members of the Association. If the insurance proceeds are insufficient to cover the loss, the Association may levy an assessment against all members of the Association in accordance with the provisions contained herein.

- (B) Determination not to Reconstruct or Repair. If it is determined that restoration of the damaged property would be impossible or constitute economic waste as defined in Section 718.117 of the Florida Statutes, as amended from time to time, the damaged property shall not be repaired, the condominium shall be terminated in accordance with Section 718.117 of the Florida Statutes, and the insurance proceeds shall be distributed to the owners of all units, remittances to unit owners and their mortgagee being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

- 14.7 Association as Agent. The Association is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon any unit and for each owner of any other interest in the condominium property or any property in which the Association owns an interest, to adjust all claims arising under insurance policies by the Association, and to execute and deliver releases upon the payment of such claim.

ARTICLE 15 SALES, RENTAL, LEASE, OR TRANSFER

In order to insure a community of congenial residents and thus protect the value of the units, the sale, leasing, rental and transfer of units by any owner shall be subject to the following provisions:

- 15.1 Transfers. No owner may dispose of a unit or any interest therein by sale without approval of the Association. Prior to any sale or transfer of any unit to any person other than the owner's spouse, the owner shall give written notice to the Board of Directors of the price, anticipated closing date, a photocopy of any purchase agreement, the name and address of the person(s) to whom the proposed sale or transfer is to be made, and such other information as may be reasonably required by the Board of Directors. The owner may also be required to pay a reasonable application fee in connection with the proposed transfer. Within thirty (30) days after all information reasonably requested by the Board of Directors has been received, the Board of Directors shall either approve or disapprove of a proposed sale or transfer and shall notify the owner in writing of its decision; failure of the Board of Directors to notify the owner within such thirty (30) days shall be deemed approval. The unit owner must provide to the buyer a copy of the governing documents and any other disclosures required by the Florida Statutes.
 - (A) Limitation on Ownership. In addition to any other restrictions contained in this Declaration, no persons, corporations, or other legal entities may acquire title to more than two (2) units in the condominium. This shall apply to any companies or entities that are related to the owner of another unit, such as those that have common officers, directors or partners, or where companies owning units have majority

stockholders that also own other properties. This limitation will also apply to indirect acquisition of units by individuals, so as to prohibit a member of an immediate family from acquiring a unit when other members of the family own two (2) units. This restriction shall not apply to any persons or entities that properly own more than two (2) units as of the effective date of this amendment, but such persons or entities shall not be allowed to acquire any additional units in the future if this would result in a further violation.

- (B) Timeshares. No unit shall be titled to reflect a timeshare interest in any owner and no unit shall be used as a timeshare. For purposes of this section, "timeshare" shall mean fractional ownership interests of a single unit by persons who are not related by blood, adoption or marriage, or ownership or use of a unit by or between owners of a single unit based on an interval usage schedule allocated by or between the owners of that unit. Additionally, no more than three (3) individuals may hold an ownership interest in any unit, in order to prevent problems associated with fractional or multiple ownership of units. Transactions and contracts such as agreements for deed, fractional ownership interests in an LLC or other corporate entity, and other such arrangements used for the purpose of avoiding this restriction are prohibited. Exceptions may be permitted by the Board of Directors where title to a unit is to be held by more than three (3) persons, if necessary for purposes of estate planning through rights of survivorship, and if all owners are family members.

15.2 Leasing.

- (A) All leases and occupancy of a unit shall be subject to prior approval of the Association.
- (B) Limitation on Leasing after Transfer. No unit may be occupied by any person other than a "bona fide owner" during the first twelve (12) months of ownership following the transfer of a unit. For the purpose of this restriction, a "bona-fide owner" is defined as an individual that owns at least one-third (1/3) of the total interest in the unit as shown in the Public Records of Pinellas County, Florida. Transactions and contracts such as agreements for deed, fractional ownership interest in an LLC or other corporate entity, and other such arrangements used for the purpose of avoiding this restriction are prohibited.
 - (1) If an owner violates this restriction, any period of time during which the unit is leased in violation of this restriction will be added to the twelve (12) month time period which starts when title to the unit is acquired.
 - (2) If a unit is currently leased at the time of any sale or transfer, which takes place after the adoption of this amendment, such lease is not to be renewed by the new owner, and the tenant(s) are to be notified in writing of such non-renewal, with a copy provided to the Association. Additionally, the period of time for which the unit is leased following the acquisition of title by the new owner will not be counted toward the twelve (12) month waiting

period for new leases. Therefore, the waiting period during which a unit is not to be leased by a new owner will not begin until the end of any lease that is in effect at the time that such new owner takes title to the unit.

- (C) Provided the aforesaid provisions have been fulfilled, all leases shall be subject to prior approval of the Association and no lease shall be for a period of less than thirty (30) days or one calendar month. Within a reasonable time, not less than twenty (20) days prior to the commencement of the proposed lease term, a unit owner or his agent shall apply to the Association for approval of such lease on the application form prescribed by the Association, and pay such application fee as established by the Board of Directors from time to time, not to exceed any limitation imposed by the Florida Statutes. The owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease, and the prospective lessee shall make himself or herself available for a personal interview by the Board of Directors or committee of the Association prior to the approval of such lease. No lease renewals, additional occupants, or change in occupancy is permitted without further application and approval from the Board of Directors. It shall be the owner's obligation to furnish the lessee with a copy of governing documents and any other disclosures required by the Florida Statutes.
- (D) As a condition of approval of a lease, the owner(s) and tenant(s) may be required to sign a lease addendum prepared by the Association, which shall contain an agreement by the tenant to comply with the governing documents of the condominium and shall contain a provision appointing the Association as agent for the owner, to enable the Association to act on behalf of the owner to enforce the lease, including eviction of the tenant as deemed necessary. If a lease addendum is not executed, the lease shall be deemed to include such provisions. The owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease, lease addendum or any of the foregoing provisions.
- (E) As an additional condition of approval of a lease, the Association may require that the lessee place a security deposit, not to exceed the maximum amount permitted by law, into an escrow account maintained by the Association which shall protect against damages to the common elements or Association property.
- (F) It shall be the duty of the Association to notify the unit owner of approval or disapproval of a proposed lease within twenty (20) days after receipt of the application on the prescribed form with the application fee and all required information, provided that this time frame may be extended until the personal interview of the proposed lessee(s) has taken place.
- (G) Subleasing and/or lease assignments are strictly prohibited.

15.3 Reasons for potential disapproval of a transfer or lease include, without limitation:

- (A) A prior criminal record, which indicates a potential threat to the health, safety, or welfare of the community, including any pleas of no contest.
 - (B) A history evidencing actions which indicate a disregard for, or indifference concerning, rules, and regulations associated with community living.
 - (C) Providing untimely, false, or incomplete information in connection with the application.
 - (D) Delinquent monetary obligations owed to the Association.
- 15.4 Disapproval. If a proposed transfer or lease is disapproved by the Association, the unit owner shall be advised in writing and the transfer or lease shall not be made. The Association has neither the duty to purchase or lease such unit, nor to provide an alternate purchaser or lessee, nor assumes any responsibility for the denial of a transfer or lease.
- 15.5 Other Transfers. If any unit owner shall acquire his title by gift, devise, inheritance, judicial sale, or any other transfer not stated herein, the occupancy of the unit shall be subject to the approval of the Association in the same manner as a lease as set forth above.
- 15.6 Corporate Purchasers. If the purchaser of a unit is a corporation, the approval of ownership by the corporation may be conditioned upon the designation of an individual to act as a corporate representative, and approval of all persons occupying the unit in the same manner as a lease as set forth above.
- 15.7 Visitor and Guest Occupancy. A "visitor" shall be defined as an individual who visits a unit while the owner is present and from whom no compensation is received in connection with the occupancy. A "guest" shall be defined as an individual who occupies a unit in the absence of an owner for a short period of time, and from whom no compensation is received in connection with the occupancy. Owners and approved lessees are not restricted as to the frequency of visitors in a unit, so long as an owner or approved lessee is occupying the unit during the entire period of time that such visitors are present. Lessees are not permitted to have guests occupying their unit in their absence.
- (A) Any guests occupying a unit in the absence of an owner must be registered with the Association at least three (3) days prior to the arrival of such guests. All guests are presumed to have knowledge of, and agree to comply with the Association's restrictions.
 - (B) Where an owner has permitted occupancy of a unit by any guests(s) in the absence of the owner for more than seven (7) consecutive days or more than thirty (30) days in a calendar year, such occupancy shall be subject to approval by the Association in the manner required for tenants as set forth above, even if no compensation has been received for the use of the unit. Successive usage by the same individual(s) or family, or movement from one unit to another in order to circumvent this restriction will not be permitted.

- 15.8 When a unit is leased, or occupied in the absence of the owner, only the current occupant(s) of the unit shall have the right to use the common elements and association property, to the exclusion of the non-resident party, regardless of whether the non-resident party is the owner of the unit. Dual use of the common elements or Association property when a unit is leased or occupied by a guest in the absence of the owner is prohibited.
- 15.9 Prohibition on Sexual Predators and Offenders. Neither "sexual predators," nor "sexual offenders," as those terms are defined by the Florida Statutes, shall be permitted to occupy any unit, at any time, whether he or she is an owner, tenant or guest, for any period of time, regardless of whether an owner or approved lessee is also occupying such unit. Any sale, transfer, or conveyance made in violation of this provision shall be void, and the Association may institute suit to remove such individual from the condominium property. Notwithstanding the foregoing, the Board of Directors acting on behalf of the Association, is not under any duty to conduct a criminal background check for all occupants and in no event shall the individual directors, or the Association, be liable to an owner, resident, tenant, guest or other persons on the premises for not conducting a criminal background check, nor for the failure to discover the criminal history of an occupant.
- 15.10 Exceptions. The foregoing provisions shall not apply to the Association if it acquires title to a unit through foreclosure of a lien for assessments. Neither shall such provisions require the approval of a purchaser who acquires the title to a unit at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, an execution sale, foreclosure sale, judicial sale, or tax sale.
- 15.11 Unauthorized Transactions. Any sale, mortgage, lease or occupancy of a unit, which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Board of Directors, and the Association may institute suit to remove the unauthorized occupant(s) from the condominium property, in which event the unit owner violating this paragraph shall be liable for all court costs and reasonable attorneys' fees incurred by the Association, including fees which may be incurred in pre-suit enforcement efforts, and on appeal.

ARTICLE 16
LIMITATION OF LIABILITY

- 16.1 The liability of the owner of a unit for common expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration.
- 16.2 The owner of a unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree as the owner of a house would be liable for an accident occurring within his house.

ARTICLE 17
LIENS

- 17.1 No liens of any nature may be created subsequent to the recording of this Declaration against the condominium property as a whole (as distinguished from individual units) except with the unanimous consent of the unit owners.
- 17.2 Unless a unit owner has expressly requested or consented to work being performed or materials being furnished to his unit, such labor or materials may not be the basis for the filing of a lien against same pursuant to the Mechanics' Lien Law. No labor performed or materials furnished to the common elements shall be the basis for a lien thereon, but if duly authorized by the Association, such labor or materials shall be deemed to be performed or furnished with the express consent of each unit owner and shall be the basis for the filing of a lien against all condominium parcels in the proportions for which the owners thereof are liable for common expenses.
- 17.3 In the event a lien against two or more condominium parcels becomes effective, each owner thereof may relieve his condominium parcel of the lien by paying the proportionate amount attributable to his condominium parcel. Upon such payment, it shall be the duty of the lienor to release the lien of record for such condominium parcel.
- 17.4 Service or delivery of notices, papers or copies thereof permitted or required under the Mechanics' Lien Law for or incident to the perfection or enforcement of liens arising from labor or materials furnished, duly authorized by the Association, may be effected by service on or delivery to the Association. Suits to foreclose or otherwise enforce liens arising from labor or materials furnished to the common elements may be brought against the Association and the owners of units shall not be deemed necessary parties to such suits.

ARTICLE 18
THE ASSOCIATION

The operation of the condominium property shall be governed by the Condominium Act, the Articles of Incorporation, and the Bylaws of the Association, all as may be amended from time to time.

ARTICLE 19
MEMBERSHIP IN ASSOCIATION

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

ARTICLE 20
THE ASSOCIATION, ITS POWERS, AND RESPONSIBILITIES.

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

- 20.2 The officers and directors of the Association shall have a fiduciary relationship to the unit owners.
- 20.3 No unit owner, except as an officer of the Association, shall have any authority to act for the Association.
- 20.4 The Association shall have all of the powers and duties set forth in the Condominium Act, as well as all powers, duties granted to or imposed upon it by this Declaration, the Articles of Incorporation, and the Bylaws.
- 20.5 The Association shall have the authority and power to maintain a class action and to settle a cause of action on behalf of the unit owners with reference to matters of common interest, including but not limited to, the common elements, the roof and structural components of a building or other improvement and mechanical, electrical and plumbing elements serving an improvement or building, as distinguished from mechanical elements serving only a unit. In any case in which the Association has the authority and the power to maintain a class action, the Association may be joined in an action as representatives of the same class with reference to litigations and disputes involving the matters for which the Association could bring a class action.
- 20.6 In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Association shall give notice of the exposure within a reasonable time to all unit owners who may be exposed to the liability and they shall have the right to intervene and defend.
- 20.7 Nothing herein shall limit any statutory or common law right of any individual unit owner or class of unit owners to bring any action which may otherwise be available in any court.

ARTICLE 21

SHARED LANDSCAPING MAINTENANCE; LIMITATION UPON IMPROVEMENT

- 21.1 The developer has installed plantings and other landscaping on the state road right-of-way which said real property is more particularly described in that instrument recorded in O.R. Book 4982 beginning at Page 1468, as clerk's instrument 80025 Public Records of Pinellas County. All of the unit owners in Palma Del Mar II, a Condominium, Palma del Mar III, a Condominium, Palma del Mar IV, a Condominium and Palma del Mar V, a Condominium (collectively the "condominiums"), either presently created or to be created in the future, shall be obligated to maintain the plantings and landscaping at the sole expense of said unit owners. Each unit owner in the condominiums shall pay an equal pro rata portion of the total maintenance required hereunder to Palma del Mar Condominium Association No. 2 of St. Petersburg, Inc. who will be required to perform the maintenance hereunder. The condominium's responsibility for maintenance shall include all landscaped or turfed areas set forth in the right-of-way within the limits of the legal description set forth in EXHIBIT A. Such maintenance to be provided by the condominiums shall comply with the recommendations, from time to time, of Florida's Department of Transportation ("department") so as to produce both safety and plant care, specifically as follows:

- (A) To maintain, which means that proper watering and proper fertilization of all plants and keeping them as free as practicable from disease and harmful insects;
 - (B) To properly mulch the plant beds;
 - (C) To keep the premises free of weeds;
 - (D) To mow and/or cut the grass to a proper length;
 - (E) To properly prune all plants which includes (1) removing dead or diseased parts of plants, or (2) pruning such parts thereof which present a visual hazard for those using the roadway;
 - (F) To maintain also means removing or replacing dead or diseased plants in their entirety, or removing or replacing plants that fall below original project standards;
 - (G) All plants removed for whatever reasons shall be replaced by plants of the same grade as specified in the original plans and specifications and of a size comparable to those existing at the time of replacement, unless written approval is obtained from the Department's Director of Road Operations for the use of alternate material or deletions;
 - (H) To maintain also means to keep litter removed from the median strip or landscaped areas within the said project;
 - (I) Plants shall be those items which would be scientifically classified as plants and include but are not limited to trees, grass, or shrubs.
- 21.2 The expenses attributable to the maintenance of this road right-of-way shall be borne equally by all unit owners in the condominiums and said maintenance shall be paid directly to Palma del Mar Condominium Association No. 2 of St. Petersburg, Inc., who will be obligated to maintain the said areas and pay for the cost of said maintenance out of the funds received from the unit owners of the condominiums. The same provisions set forth in this Declaration dealing with assessments, liabilities, lien and priority, interest and collections, shall apply also to this Section for purposes of enforcing the collection of the sums required to be paid hereunder.
- 21.3 If at any time after the condominiums have assumed the maintenance responsibility above-mentioned, it shall come to the attention of the department's Director of Road Operations that the road right-of-way description in clerk's instrument 80025703, Public Records of Pinellas county or a part thereof is not being properly maintained pursuant to the above terms, said Director of Road Operations may at his option issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter in care of Palma del Mar Condominium Association No. 2 of St. Petersburg to place said condominium on notice thereof. Thereafter the condominiums shall have a period of (30) thirty days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period the department may at its option, proceed as follows: (i) maintain the median strip

for the entire length within the limits of said right-of-way with department or contractor personnel and charge the condominium for the reasonable value of said work; or (ii) remove, by the department or contractor's personnel, all of the landscaping except as to grass, and plant the entire median strip in grass and charge the condominiums the reasonable value for such work.

- 21.4 It is understood by the condominium unit owner that the landscaping in the described road right-of-way may be removed, relocated or adjusted at any time in the future as found necessary by the department in order that the adjacent state road be widened, altered or otherwise changed to meet with future criteria or planning of the department.
- 21.5 The condominiums hereby agree to indemnify, defend, save and hold harmless the department from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of, or due to the breach of their obligations herein, their subcontractors, agents or employees, or due to any act or occurrence of omission or commission of the condominiums, their subcontractors, agents or employees. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the department for its own negligence or breach of contract. The department's Director of Road Operations shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of maintenance obligation, the prosecution of fulfillment of the services hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive.

ARTICLE 22
COMMON EXPENSES AND COMMON SURPLUS

- 22.1 Common expenses shall include the costs of carrying out the powers and duties of the Association, and any other expenses designated as common expenses by this Declaration and the Bylaws, including, but not limited to, the following:
 - (A) All common expenses identified in the Condominium Act or the Association's governing documents;
 - (B) Expenses of administration and management of the Association and condominium property, including expenses for social events and recreational activities for the benefit of the members;
 - (C) The expenses of maintenance, repair and replacement of the common elements, limited common elements, any portions of the units to be maintained by the Association, and of any other property or improvements in which the Association owns or holds an interest and which property or improvements are reasonably related to the operation of the condominium;
 - (D) All reserves required by the Condominium Act, or otherwise established by the Association, regardless of when reserve funds are expended;

- (E) Costs and expenses of capital improvements, betterments, or additions to the common elements;
 - (F) Fire and other casualty and liability insurance as set forth in the Declaration.
 - (G) Costs of management of the condominium and administrative costs of the Association including professional fees and expenses.
 - (H) Costs of water, electricity and other utilities which are not metered to the individual units.
 - (I) The expenses that are reasonably related to the general benefit of the unit owners even if such expenses do not attach to the common elements or the condominium property;
 - (J) Costs associated with installing security systems, or providing security services to the residents in the community;
 - (K) The costs of carrying out the powers and duties of the Association, and any other valid charge against the condominium property as a whole, whether or not included in the foregoing, designated as common expense by the Condominium Act, or the Association's governing documents.
 - (L) The cost of any taxes assessed or levied against the Association.
- 22.2 Funds for the payment of common expenses shall be assessed against unit owners in the percentages of sharing common elements as provided in EXHIBIT B hereto.
- 22.3 The common surplus shall be owned by unit owners in the same percentages as their share of the common elements.

ARTICLE 23
ASSESSMENTS, LIABILITIES, LIENS AND PRIORITY, INTEREST, COLLECTION

The Association, through the Board of Directors, subject to the provisions of the Bylaws, shall have the power to fix and determine from time to time the assessments necessary to provide for the common expenses of the condominium property.

- 23.1 A unit owner, regardless of how title is acquired, including without limitation, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. Additionally, 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, without prejudice to the rights the new owner may have to recover from the amounts paid from the previous owner. Notwithstanding the foregoing, in the event the Association takes title to unit through the process of foreclosure, or acceptance of a deed in lieu of foreclosure, the Association shall not be jointly and severally liable with any prior owner for assessments that came due during any period of ownership prior to the date the Association took title.

- 23.2 Assessments and installments thereon not paid when due shall bear interest at the highest rate allowed by law from the date due until paid. The Association shall also have the right and power to levy late fees, in addition to interest, in an amount determined by the Association from time to time, up to the highest amount allowed by law, on any unpaid assessments. All payments received by the Association must be applied first to any interest, then to any administrative late fee, then to any costs and reasonable attorney fees, and finally to unpaid assessments, in such manner as determined by law. No payment by check is deemed received until the check has cleared.
- 23.3 The Association shall have a lien on each condominium parcel for any unpaid assessments until paid. Such lien shall also secure all interest, late fees, the costs of recording the claim of lien, and other costs of collection incurred, such as title search expenses, and all court costs, including, but not limited to, filing and service of process fees, reasonable attorney fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, including fees and costs associated with pre-litigation collection efforts and on appeal.
- 23.4 The Association's lien shall be effective as, and in the manner provided, by the Condominium Act and shall have the priorities established thereby. The lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall secure all monies due at the time of filing of such lien, and any monies coming due thereafter until paid in full. Such liens shall relate back to the date that the original Declaration of Condominium was recorded, and shall be superior to all subsequent liens other than first institutional mortgages. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien.
- 23.5 The Board of Directors may take such action as it deems necessary to collect assessments by personal action against the owner, or by enforcing and foreclosing the lien, and may settle and compromise the same if in the best interests of the Association. Liens for assessments may be foreclosed by suit brought in the name of the Association in the manner set forth in the Condominium Act. The Association may bid at any sale and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced, and to acquire and hold, lease, mortgage and convey the same. Suits to recover a money judgment against an owner for unpaid assessments may be maintained without waiving the lien securing the same.
- 23.6 Nothing herein shall abridge or limit the rights or responsibilities of institutional mortgagees of a condominium unit. An institutional first mortgagee or its successor or assignees who acquire title to a unit by foreclosure, or by deed in lieu of foreclosure, shall be liable for the unpaid assessments, and any other monetary amounts that came due against the unit, prior to the mortgagee's acquisition in the manner determined and set forth in the Florida Statutes, as amended from time to time. A mortgagee acquiring title to a condominium parcel as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

- 23.7 Any unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer, its successors, and assigns.
- 23.8 Any person who acquires an interest in a unit, including and without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy or use of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.
- 23.9 Any unit owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which it has a lien. Any person, other than the owner who relies upon such certificate shall be protected thereby.
- 23.10 Except as set forth herein, no unit owner may be excused from the payment of his proportionate share of the common expense of a condominium unless all unit owners are likewise proportionately excused from such payment.
- 23.11 If any assessment or installment shall remain unpaid for a period of thirty (30) days, and a claim of lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the unit's annual assessment, and all special assessments for that fiscal year, as if said balance had originally been due on the date the claim of lien was recorded. The Association's claim of lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, and attorneys' fees and costs as provided by law; and said claim of lien shall not be satisfied or released until all sums secured by it have been paid.

ARTICLE 24
ANNUAL ASSESSMENT

- 24.1 The Board of Directors of the Association shall approve annual budgets in accordance with the provisions of the Bylaws of the Association, which budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for taxes, if any, and insurance for the common elements, plus operating and maintenance expenses.
- 24.2 The Board of Directors of the Association shall also have the power and authority to levy and collect special assessments against each unit and unit owner for unusual, non-recurring, or unbudgeted common expenses.

ARTICLE 25
OBLIGATIONS OF MEMBERS.

- 25.1 The use of the condominium property shall be in accordance with the following provisions so long as the condominium exists upon the land. These restrictions shall be covenants running with the land of the condominium. In addition to the following, the Board of

Directors may adopt reasonable rules and regulations relating to the use and occupancy of the condominium property in accordance with the terms hereof.

- 25.2 Each unit owner shall be responsible for ensuring that the unit owner's family, guests, invitees, tenants and occupants comply with all provisions of the Association's governing documents. Furthermore, each owner and occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the owner's family, guests, tenants or occupants, as a result of such person's violation of the Association's governing documents, the Association may take action against the owner as if the owner committed the violation in conjunction with the owner's family, guests, tenants or occupants.
- 25.3 In addition to the other obligations and duties heretofore set forth in this Declaration, every unit owner shall:
- (A) Promptly pay assessments and/or fines levied by the Association.
 - (B) Maintain in a clean and sanitary manner, and repair, his unit and all interior surfaces within or surrounding his apartment unit (such as the surfaces of the walls, ceilings, floors), whether or not a part of the apartment or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his unit.
 - (C) Not use or permit the use of his unit for any purpose other than as a single family residence. Single family shall mean one (1) or more persons who are all related by blood, marriage, legal adoption, or fostering; or no more than two (2) unrelated persons living and cooking together as a single housekeeping unit.
 - (D) Not permit or suffer anything to be done or kept in his unit which would increase the insurance rates on his unit or the common elements, or which will obstruct or interfere with the rights of other members or annoy them with unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements. Any disturbance requiring police intervention shall be presumed a nuisance and a violation of this provision.
 - (E) Conform to and abide by the governing documents of the Association in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using the owner's property by, through or under him do likewise.
 - (F) Make no alteration, decoration, repair, replacement, or change of the common elements or to any outside or exterior portion of the building including windows, without the prior written consent of the Association.
 - (G) Allow the Board of Directors or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within units or the common elements, or in case of emergency

threatening units or the common elements, or to determine compliance with this Declaration.

- (H) Show no sign, advertisement, or notice of any type on the common elements or his unit, and erect no exterior antennas and aerials except as provided in uniform regulations promulgated by the Association.
- (I) Make no repairs to any plumbing or electrical wiring within a unit except by plumbers or electricians authorized to do such work by proper governmental authorities. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owner of the unit. The Association shall pay for and be responsible for plumbing repairs and electrical wiring within the common elements.
- (J) Use the parking space specifically assigned to the unit, which parking space shall be considered a limited common element.
- (K) Not place screens, jalousies or other enclosures on balconies or other parts of the building, even though such areas may be limited common elements, except with the prior written consent of the Association.
- (L) Not divide or subdivide a unit for purpose of sale or lease, except that a unit may be combined with a contiguous unit and occupied as one single family dwelling.
- (M) All parts of the condominium property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate on any portions of the condominium property, nor shall any fire hazard be allowed to exist. No personal items including, but without limitation, bicycles, carriages, toys, furniture, or any other objects may be stored on the common elements. Any personal property found on the common elements may be removed and disposed of by the Association. The personal property of unit owners and occupants must be kept in their respective units or limited common elements, subject to reasonable restrictions adopted by the Board of Directors. No garments, rugs, towels, clothing, flags and any and all other items shall be hung or displayed from the windows, facades or other exterior portions of any of the buildings in the condominium.
- (N) Not make any use of a unit that violates any laws, ordinances, and regulations of any governmental body having jurisdiction thereof.
- (O) Not place or install on the inside or outside of any unit any reflective film or other type of window treatment without the prior written consent of the Association.
- (P) All drapes, curtains, blinds, shades or other window coverage of any type or kind installed in any and all exterior windows of any unit shall have a white colored surface, or lining, facing the outside. It is the intent of the Association to maintain uniformity in the exterior appearance of all units and buildings in this condominium.

25.4 Vehicles and Parking. In recognition of the limited availability of common element and limited common element parking spaces on the condominium property, the following restrictions shall apply to the parking of vehicles at the condominium:

- (A) Except as set forth below, only conventional passenger automobiles manufactured primarily for transporting not more than (ten) 10 individuals may be parked on the condominium property. A "conventional passenger automobile" shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback or convertible, and shall also include station wagons, vans and pick-up trucks which do not exceed twenty feet (20') in length, sport utility vehicles, and similar vehicles provided they are in a condition substantially similar to that which existed when they were sold by the manufacturer, and provided they contain no external commercial markings. The Board shall have the authority to adopt rules and regulations to supplement this provision.
- (B) All other motor vehicles, including but not limited to commercial vehicles (any vehicle used in a trade or business and having advertising or promotional information, symbols or materials affixed thereto), trucks (any motor vehicle designed or use principally for the carriage of goods and including a motor vehicle to which has been added a cabinet box, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger, and specifically including all pick-up trucks and vans exceeding twenty feet (20') in length), boats, campers, recreational vehicles (vehicles having either kitchen or bathroom facilities), trailers, motorhomes, mobile homes, shall not be parked on the condominium property.
- (C) Parking Spaces. Unassigned common element parking spaces shall be used for overflow and guest parking. All parking spaces and use of same shall be subject to reasonable rules and regulations established by the Board, from time to time, including the right of the Association to limit the number of spaces utilized by a single unit owner so as to allow a sufficient number of spaces for use by temporary service vehicles and guests.
- (D) The Board shall have the authority to require the use of parking decals, stickers or other reasonable means of identifying permitted motor vehicles of owners, tenants and guests and the Board shall be further authorized to regulate motor vehicle parking as necessary.
- (E) Notwithstanding the foregoing parking limitations, the following exceptions shall be made:
 - (1) Service vehicles may be temporarily parked in parking areas during the time they are actually servicing a unit, but in no event overnight.
 - (2) Boats, recreational vehicles, trailers, trucks, commercial and recreational vehicles, and other prohibited vehicles may be temporarily parked in a

parking area when they are being actively loaded or unloaded. In no event, shall any of the aforescribed vehicles be allowed to park overnight on condominium property.

- (F) All motor vehicles must be operable and must have a current license tag. No repairs or maintenance of vehicles is permitted, except for minor emergency repairs, such as changing a flat tire or replacing or charging a defective battery. The Board of Directors of the Association shall have the authority to prohibit any vehicle that would otherwise be permitted under this provision, if the Board determines, in the exercise of its business judgment, that the vehicle constitutes a safety hazard or is unsightly.
 - (G) As to any vehicle that is parked on the condominium property during any period when the owner of such vehicle will be absent from the condominium for more than seven (7) consecutive days, such owner must provide the Association with a key to the vehicle for the purpose of moving the vehicle as may be necessary for maintenance or emergency access. If the Association is not provided with a key, the owner shall pay all costs incurred by the Association in connection with towing the vehicle if such becomes reasonably necessary for the purpose of maintenance or emergency access.
 - (H) The Board may adopt additional rules and regulations relating to parking on the condominium property as the Board determines necessary or desirable from time to time. The Association shall have the right to tow vehicles parked in violation of these restrictions at the owner's sole expense.
- 25.5 A member has the right to keep a dog, cat, or bird in his or her unit. The right, hereby granted, shall be subject to the following requirements, and to any and all rules, regulations, and limitations concerning animals that may be established from time to time by the Board of Directors. Owners are responsible for obtaining and ensuring compliance with the most current version of the pet rules.
- (A) Each unit owner shall be limited to a maximum total of two (2) domestic pets in a unit.
 - (B) Approved, long-term lessees and renters (one (1) year minimum) are permitted to keep one pet in a unit, provided they have received written permission from the unit owner and presented such permission to the Board. Shorter term lessees and renters are not permitted to have pets in units or on the property.
 - (C) Pets are only allowed in the common area or limited common areas if they are on a hand-held visible leash or caged, and pet owners are solely responsible for cleaning up after their pets.
 - (D) Unit owners are responsible for all violations of this Declaration by lessees and renters of their units, and said unit owners shall be subject to such fines or penalties as the Association imposes for each violation.

(E) Any pet causing, creating, or contributing to a nuisance or unreasonable disturbance or annoyance or noise shall be permanently removed from the property upon ten (10) days written notice from the Board. The Board's decision that a pet constitutes a nuisance, or that it creates an unreasonable disturbance or annoyance or noise, shall be conclusive, provided the owner is given notice of the intended Board action and an opportunity for a hearing prior to Board action.

25.6 Regulations. The Board of Directors may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the condominium property. Rules and regulations shall be consistent with the rights and duties established by this Declaration and Bylaws of the Association. These regulations shall be binding upon unit owners, tenants, and occupants. The Association may impose reasonable monetary fines, up to the maximum amount allowed by law, and other sanctions for violations of the Declaration, Bylaws, or rules.

25.7 Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a unit owner, tenant, guest, or occupant to comply with the terms of the governing documents, as may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees including fees incurred in connection with pre-litigation enforcement efforts and appellate proceedings from the non-prevailing party.

ARTICLE 26
MANAGER

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

ARTICLE
RECREATIONAL FACILITIES

All owners of condominium units in the Palma Del Mar V, a Condominium, located on the real property more particularly described on EXHIBIT A, hereinafter in this Article collectively referred to as "the condominium property", shall have a non-exclusive perpetual right to use all of the recreational facilities more particularly set forth on EXHIBIT A as is more fully set forth herein, together with a non-exclusive perpetual easement throughout the condominium property for ingress and egress to such recreational facilities. The total number of condominium units which may be built in the condominium property, the owners of which shall be entitled to utilize the aforesaid recreational facilities, shall not exceed one hundred and forty (140) units.

ARTICLE 28
MISCELLANEOUS

28.1 If any provisions of this Declaration, or of the Bylaws, or of the Condominium Act, or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance is

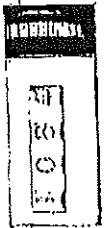
held invalid, the validity of the remainder of this Declaration, the Bylaws attached or the Condominium Act, and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

- 28.2 Whenever notices are required to be sent hereunder, the same shall be sent to the unit owners by regular mail, at their place of residence in the condominium building, unless the unit owner has, by written notice duly received for, specified a different address. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.
- 28.3 Each unit owner and each Association shall be governed by and shall comply with the Condominium Act and this Declaration and Bylaws as they may exist from time to time. Failure to do so shall entitle the Association or any other unit owner to recover sums due for damages or injunctive relief or both. Such actions may be maintained by or against a unit owner or the Association or in a proper case by or against one or more unit owners and the prevailing party shall be entitled to recover reasonable attorney's fees. Such relief shall not be exclusive of other remedies provided by law.
- 28.4 Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of condominium in accordance with the laws made and provided for the same. As used herein, the term "member" means and refers to any person, natural or corporate, who is a unit owner.
- 28.5 No unit shall be occupied at the same time by more than one family.
- 28.6 This Declaration and all Exhibits thereto shall be binding upon and inure to the benefit of each unit owner, their heirs, personal representatives, successors, assigns and grantees and any and all persons claiming by, or under any unit owners.

END OF AMENDED AND RESTATED DECLARATION

SCHEDULE 1 EXHIBIT A

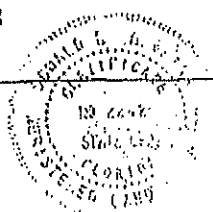
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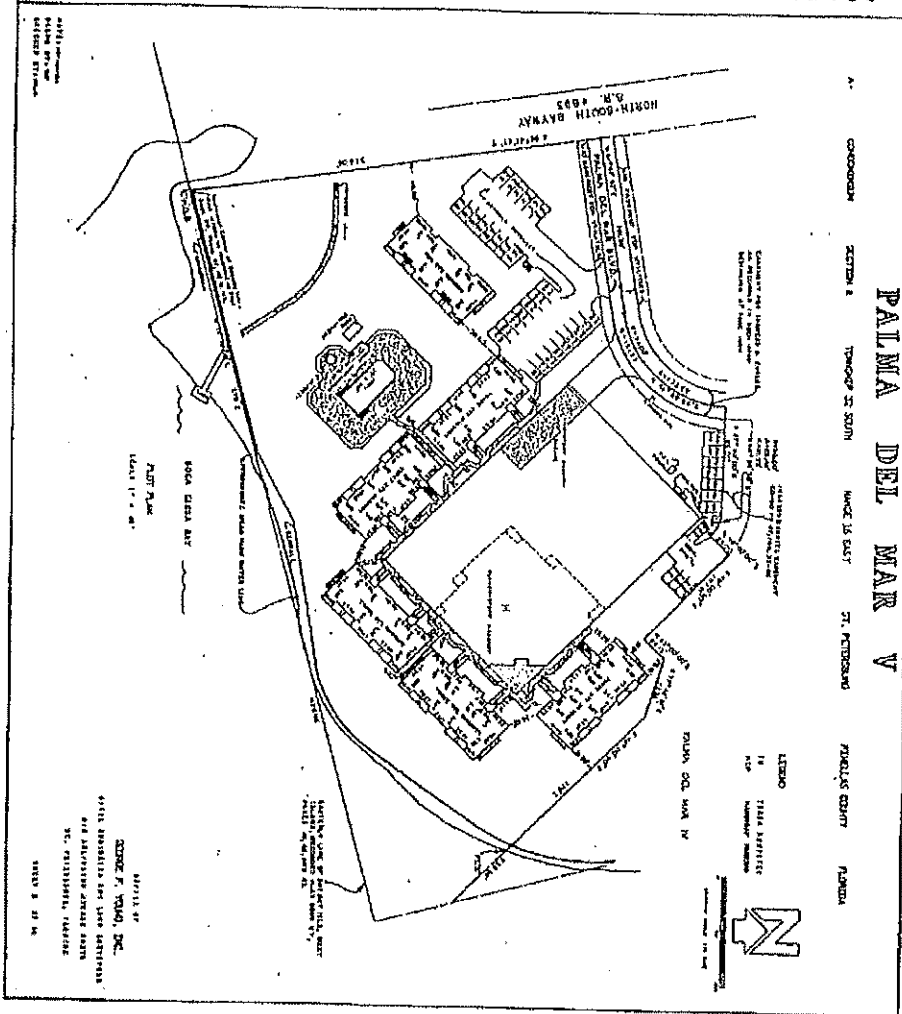
PALMA DEL MAR V
SECTION 8
TRACT 10 EAST
OF HIGHWAY
PINEHURST COAST
PALM BEACH

SECTION 8	TRACT 10 EAST	OF HIGHWAY	PINEHURST COAST	PALM BEACH
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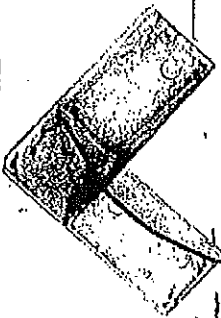
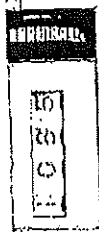


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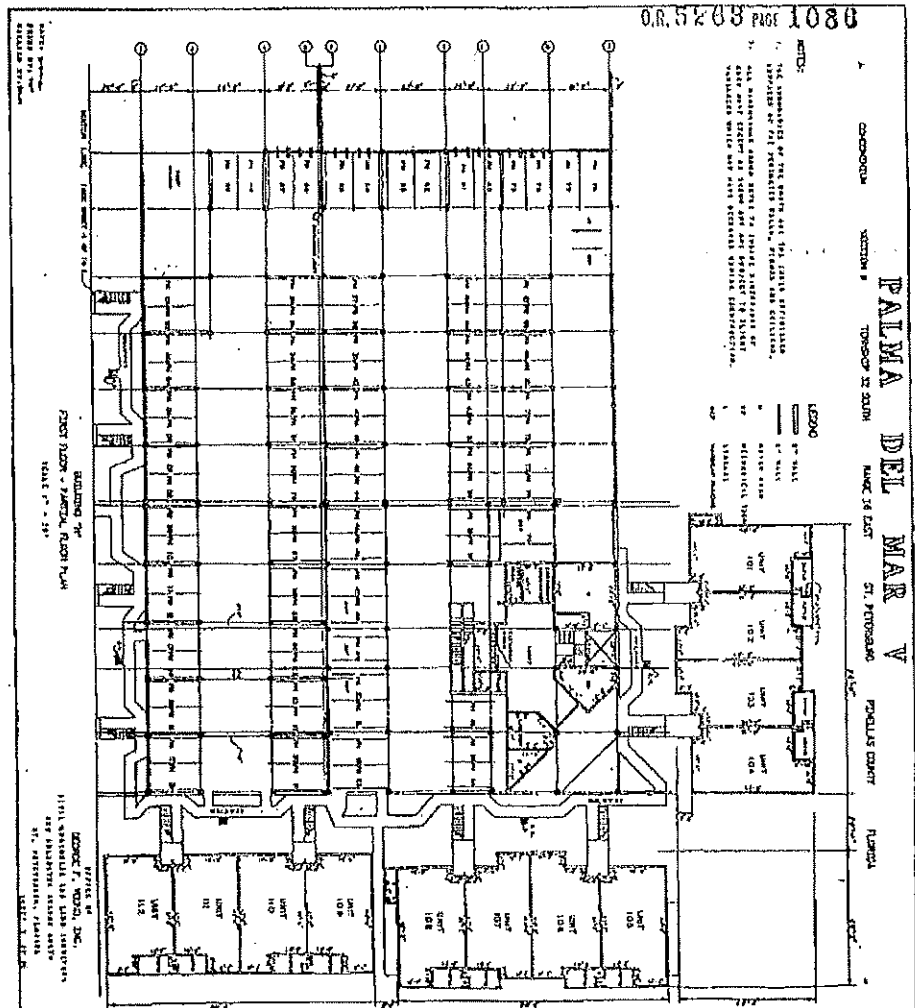
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APPROVED BY:
GEORGE F. YOUNG, JR.
COUNTY ENGINEER
PINELLAS COUNTY, FLORIDA
DATE: 11-1-84



5204

O.R. 5203 PAGE 1088



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FRONT FLOOR - TYPICAL FLOOR PLAN
SCALE 1/8" = 1'-0"

REAR FLOOR PLAN
SCALE 1/8" = 1'-0"

PALMA DEL MAR V
SECTION 1
TOWNSHIP 22 SOUTH
RANGE 24 EAST
ST. PETERSBURG, FLORIDA

NOTES:
1. THE SYMBOLS OF THE PLAN ARE THE SAME AS THOSE USED IN THE PREVIOUS PLANS.
2. ALL DIMENSIONS ARE GIVEN IN FEET AND INCHES.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
4. UNLESS OTHERWISE NOTED, ALL WALLS ARE 1/2" THICK.
5. UNLESS OTHERWISE NOTED, ALL DOORS ARE 3'0" WIDE.
6. UNLESS OTHERWISE NOTED, ALL WINDOWS ARE 4'0" WIDE.
7. UNLESS OTHERWISE NOTED, ALL CEILING ARE 8'0" HIGH.
8. UNLESS OTHERWISE NOTED, ALL FLOORS ARE 4" THICK CONCRETE ON GRADE.
9. UNLESS OTHERWISE NOTED, ALL ROOFS ARE 2" THICK CONCRETE ON GRADE.
10. UNLESS OTHERWISE NOTED, ALL EXTERIOR WALLS ARE 16" THICK CONCRETE ON GRADE.
11. UNLESS OTHERWISE NOTED, ALL EXTERIOR DOORS ARE 3'0" WIDE.
12. UNLESS OTHERWISE NOTED, ALL EXTERIOR WINDOWS ARE 4'0" WIDE.
13. UNLESS OTHERWISE NOTED, ALL EXTERIOR WALLS ARE 16" THICK CONCRETE ON GRADE.
14. UNLESS OTHERWISE NOTED, ALL EXTERIOR ROOFS ARE 2" THICK CONCRETE ON GRADE.
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19. UNLESS OTHERWISE NOTED, ALL EXTERIOR FLOORS ARE 4" THICK CONCRETE ON GRADE.
20. UNLESS OTHERWISE NOTED, ALL EXTERIOR CEILING ARE 8'0" HIGH.

LEGEND

WALL

DOOR

WINDOW

CEILING

FLOOR

ROOF

EXTERIOR WALL

EXTERIOR DOOR

EXTERIOR WINDOW

EXTERIOR CEILING

EXTERIOR FLOOR

EXTERIOR ROOF

EXTERIOR WALL

EXTERIOR DOOR

EXTERIOR WINDOW

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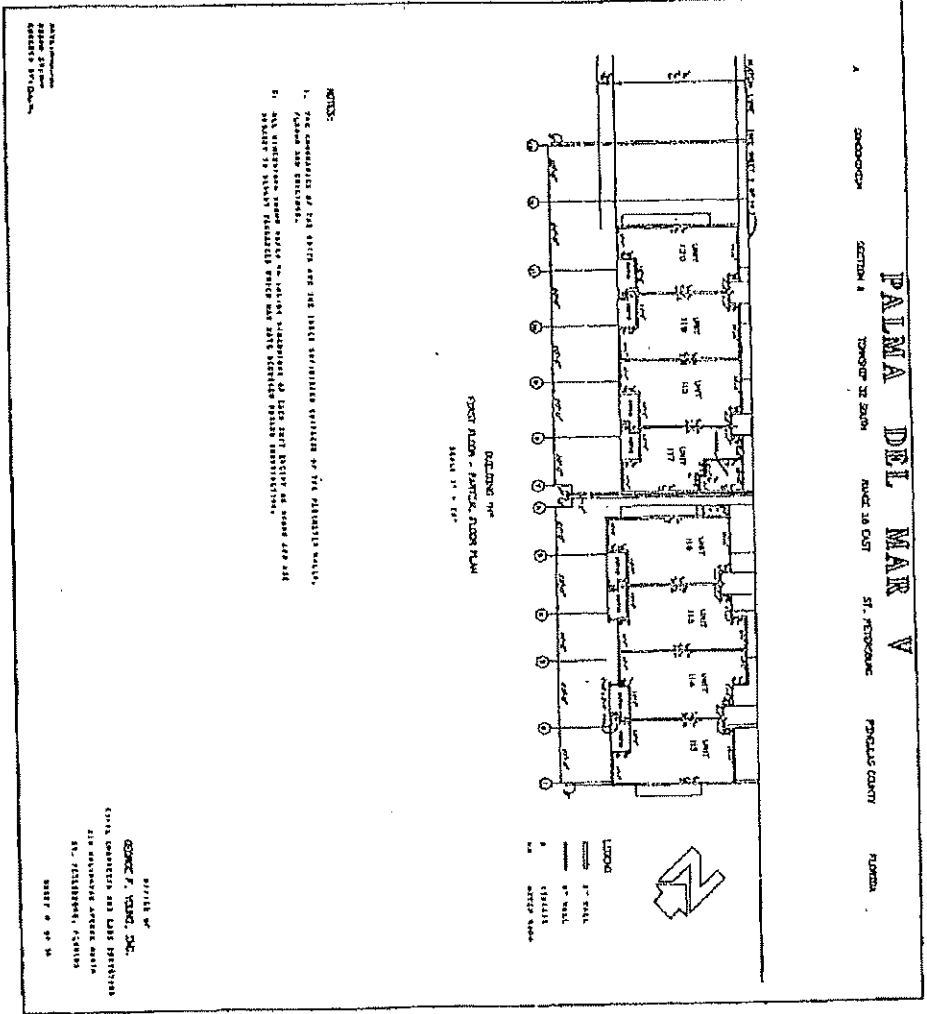
EXTERIOR CEILING

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EXTERIOR ROOF

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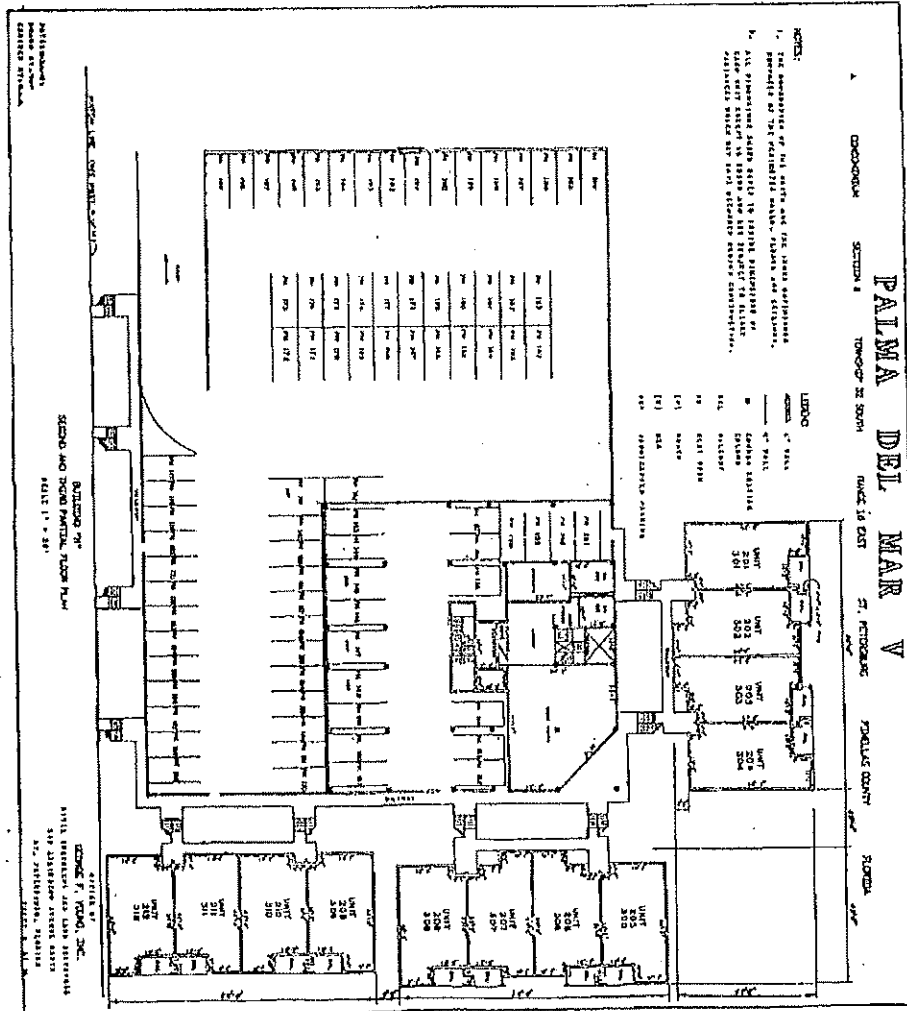
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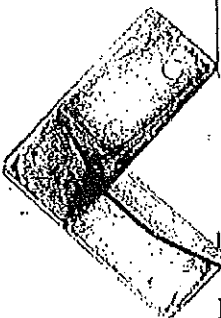
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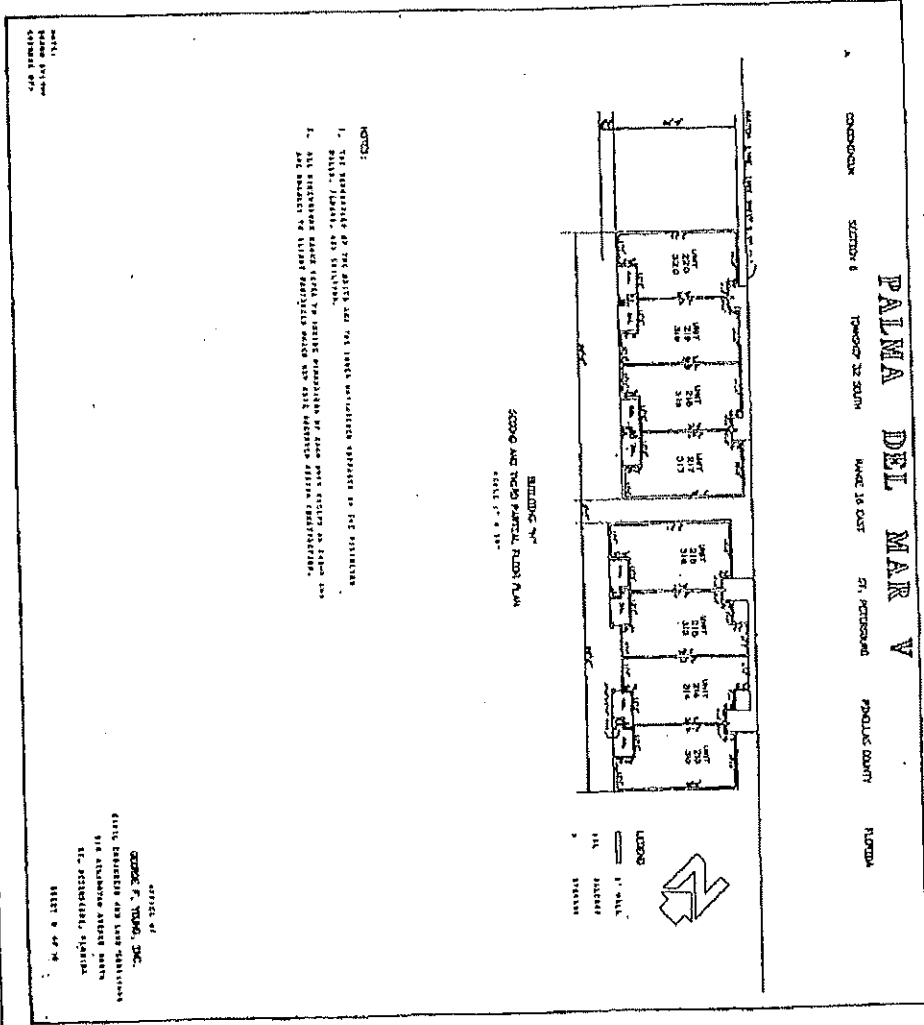
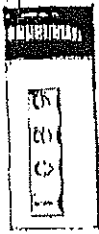
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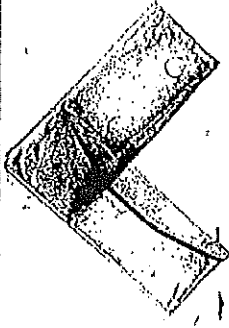
O.R. 5263 PAGE 1088



- NOTES:
1. THE REPRESENTATIVE OF THE ARCHITECT AND THE OWNER HAVE REVIEWED THE CONTRACT AS SET FORTH IN THE CONTRACT DOCUMENTS AND HAVE APPROVED THEM.
 2. ALL STRUCTURE SHALL BE BUILT IN ACCORDANCE WITH THE CITY OF PALM BEACH SPECIFICATIONS.
 3. ALL STRUCTURE TO BE BUILT SHALL BE BUILT IN ACCORDANCE WITH THE CITY OF PALM BEACH SPECIFICATIONS.

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OFFICE OF
GEORGE F. THOMAS, INC.
 CIVIL ENGINEER AND LAND SURVEYOR
 315 ALABAMA AVENUE NORTH
 ST. PETERSBURG, FLORIDA
 SHEET 8 OF 16



O.R. 5263 PAGE 1090

5263

PALMA DEL MAR V

CONDOMINIUM

SECTION 5

TRIMBLE RD SW 20TH

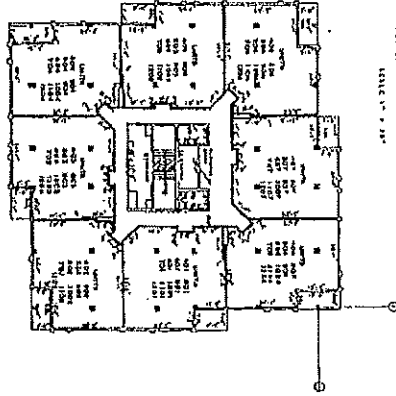
APR 23, 1978

27, 27.00 ACRES

PINELLAS COUNTY

TAMPA

BUILDING NO.
THIRD FLOOR PLAN
ROOMS: THIRD FLOOR PLAN
DATE: 3-1-78



- LEGEND
- ▬ READING ROOMS
 - ▬ OFFICE
 - ▬ HALL
 - ▬ STAIRS
 - ▬ ELEVATOR
 - ▬ RESTROOM
 - ▬ MEETING ROOM
 - ▬ STORAGE

- NOTES:
1. ALL ROOMS TO BE 7' MINIMUM HEIGHT.
 2. ALL ROOMS TO BE 8' MINIMUM WIDTH.
 3. ALL ROOMS TO BE 8' MINIMUM DEPTH.
 4. ALL ROOMS TO BE 8' MINIMUM CLEARANCE.
 5. ALL ROOMS TO BE 8' MINIMUM HEADROOM.
 6. ALL ROOMS TO BE 8' MINIMUM FLOOR FINISH.
 7. ALL ROOMS TO BE 8' MINIMUM WALL FINISH.
 8. ALL ROOMS TO BE 8' MINIMUM CEILING FINISH.
 9. ALL ROOMS TO BE 8' MINIMUM DOOR FINISH.
 10. ALL ROOMS TO BE 8' MINIMUM WINDOW FINISH.
 11. ALL ROOMS TO BE 8' MINIMUM LIGHT FINISH.
 12. ALL ROOMS TO BE 8' MINIMUM SOUND FINISH.
 13. ALL ROOMS TO BE 8' MINIMUM VIBRATION FINISH.
 14. ALL ROOMS TO BE 8' MINIMUM AIR FINISH.
 15. ALL ROOMS TO BE 8' MINIMUM WATER FINISH.
 16. ALL ROOMS TO BE 8' MINIMUM GAS FINISH.
 17. ALL ROOMS TO BE 8' MINIMUM ELECTRIC FINISH.
 18. ALL ROOMS TO BE 8' MINIMUM TELEPHONE FINISH.
 19. ALL ROOMS TO BE 8' MINIMUM TELEVISION FINISH.
 20. ALL ROOMS TO BE 8' MINIMUM RADIO FINISH.
 21. ALL ROOMS TO BE 8' MINIMUM TELEGRAPH FINISH.
 22. ALL ROOMS TO BE 8' MINIMUM TELETYPE FINISH.
 23. ALL ROOMS TO BE 8' MINIMUM TELEVISION FINISH.
 24. ALL ROOMS TO BE 8' MINIMUM TELETYPE FINISH.
 25. ALL ROOMS TO BE 8' MINIMUM TELEVISION FINISH.
 26. ALL ROOMS TO BE 8' MINIMUM TELETYPE FINISH.
 27. ALL ROOMS TO BE 8' MINIMUM TELEVISION FINISH.
 28. ALL ROOMS TO BE 8' MINIMUM TELETYPE FINISH.
 29. ALL ROOMS TO BE 8' MINIMUM TELEVISION FINISH.
 30. ALL ROOMS TO BE 8' MINIMUM TELETYPE FINISH.

APPROVED BY:

OFFICE OF
RONALD E. WALKER, DEC.
 CIVIL ENGINEER AND LAND SURVEYOR
 200 N. W. 10TH AVENUE, SUITE 100
 TAMPA, FLORIDA 33604
 STATE 7-10-78

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0.5263 PAGE 1091

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1503

PALMA DEL MAR V

SECTION 1 70'-0" X 32'-0" PLOT 15 0571 ST. PETERSBURG PINELLAS COUNTY FLORIDA

SECTION 1-A
FIRST FLOOR PLAN
SCALE 1" = 8'-0"

SECTION 1-B
SECOND FLOOR PLAN
SCALE 1" = 8'-0"

LEGEND

□ 2" WALL
▤ 4" WALL
▥ 8" WALL
▧ 12" WALL
▨ 16" WALL
▩ 20" WALL

NOTES:

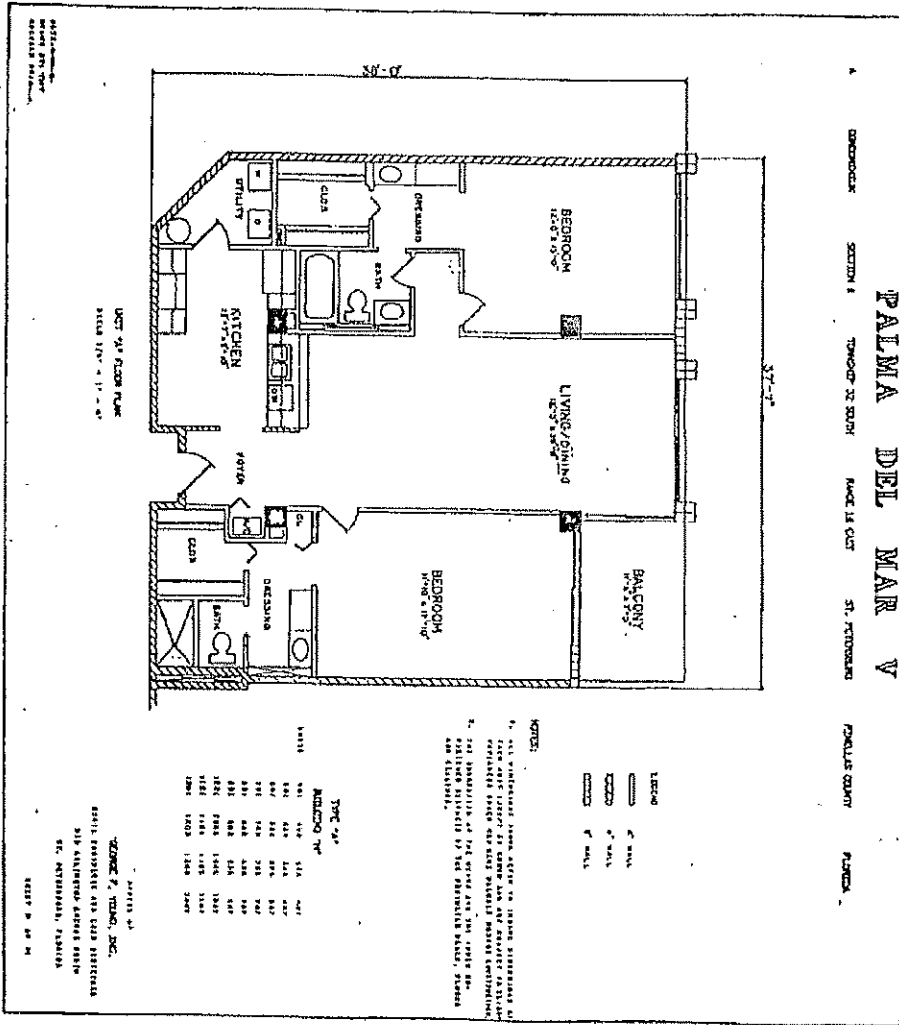
1. SEE SPECIFICATIONS OF PALM BEACH FOR THE LATEST APPLICABLE EDITIONS OF THE INTERNATIONAL BUILDING CODES, AS AMENDED.
2. ALL APPLICABLE LOCAL ORDINANCES AND ALL APPLICABLE STATE AND FEDERAL LAWS SHALL BE STRICTLY ENFORCED.
3. ALL WORK SHALL BE SUBJECT TO ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS AND ALL APPLICABLE ORDINANCES.

DESIGNED BY: **GEORGE F. JORDAN, INC.**
 4011 WASHINGTON AVE. TALLAHASSEE, FLORIDA 32303
 PHONE: 904-878-1111

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O.R. 5268 Page 1092

5268



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NOTES:

- ALL DIMENSIONS FROM FACE OF BRICK STRUCTURE UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.

UNIT	NO.	AREA	PERM.
211	1	1,114	1,114
212	1	1,114	1,114
213	1	1,114	1,114
214	1	1,114	1,114
215	1	1,114	1,114
216	1	1,114	1,114
217	1	1,114	1,114
218	1	1,114	1,114
219	1	1,114	1,114
220	1	1,114	1,114
221	1	1,114	1,114
222	1	1,114	1,114
223	1	1,114	1,114
224	1	1,114	1,114
225	1	1,114	1,114
226	1	1,114	1,114
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APPROVED: [Signature]

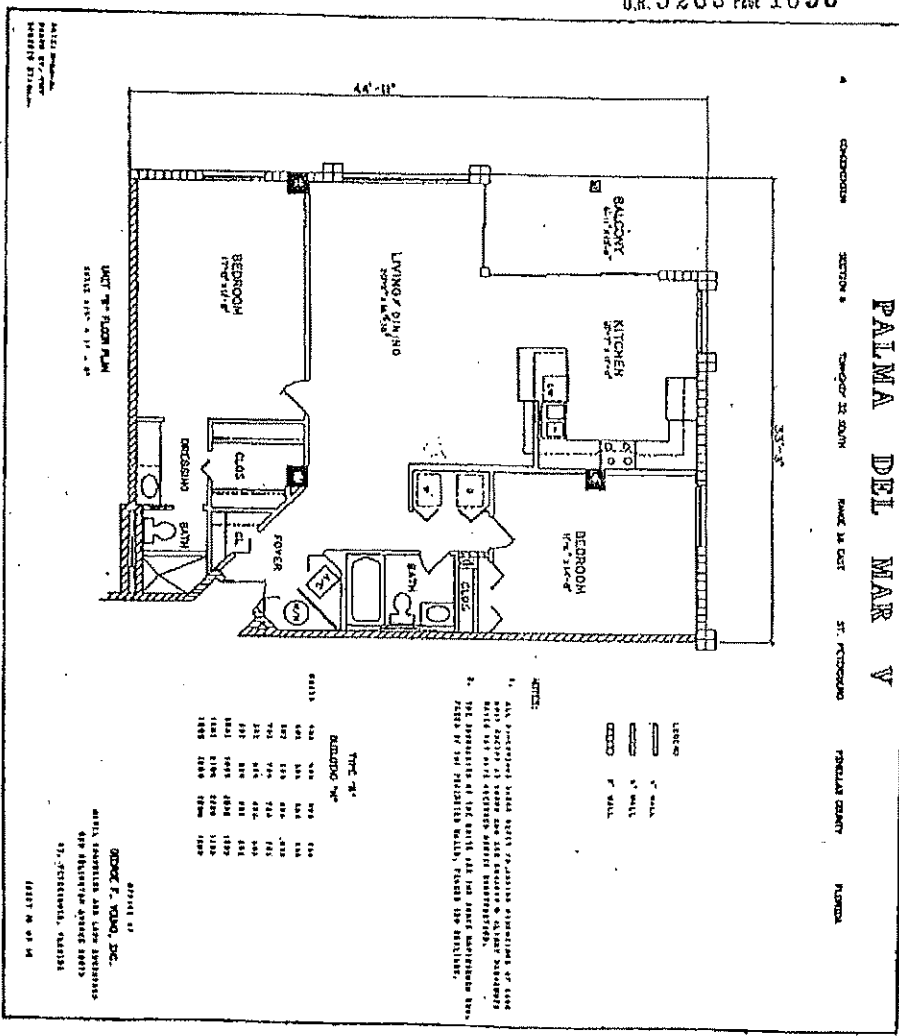
DATE: 1/15/64

ENGINEER: [Name]

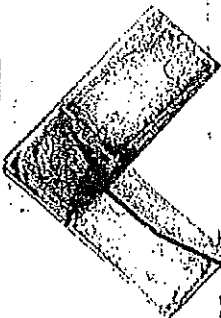
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D.R. 5263 PAGE 1093

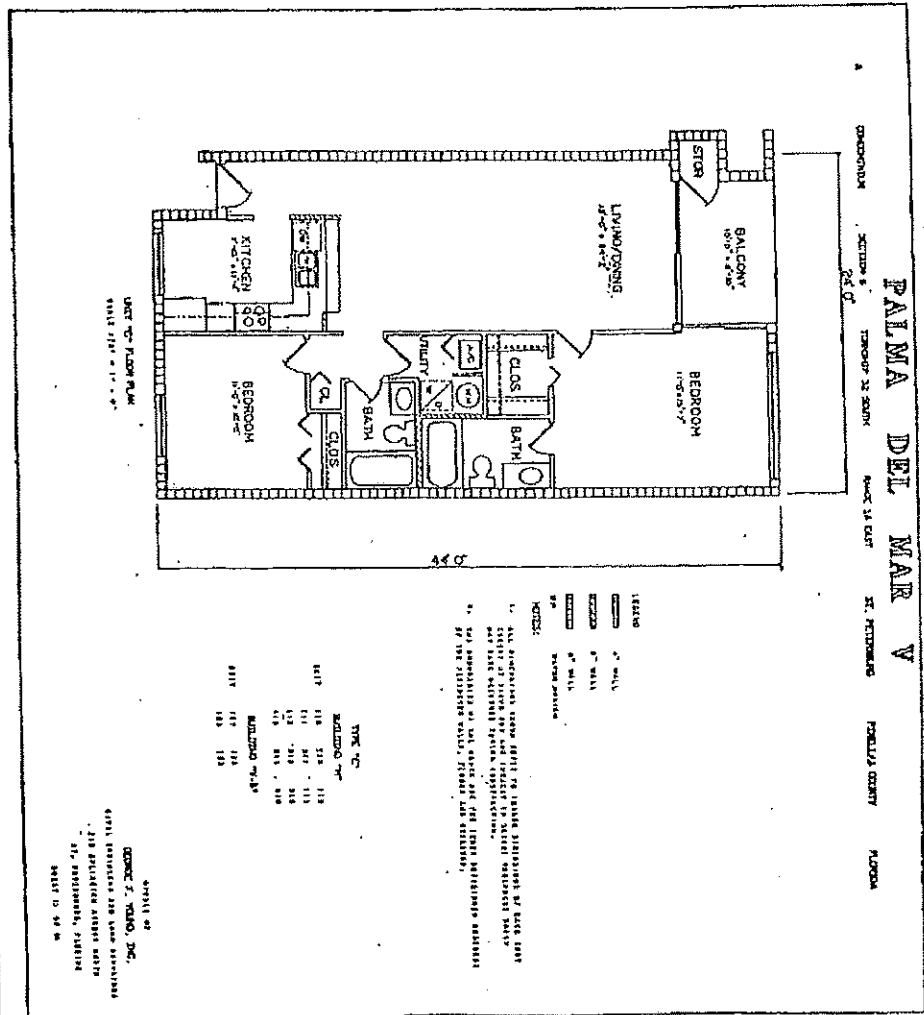
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O.R. 5263 PAGE 1094



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TYPE	NO.	DATE	DESCRIPTION
RECORD	118	5/18/1988	...
RECORD	119	5/18/1988	...
RECORD	120	5/18/1988	...
RECORD	121	5/18/1988	...
RECORD	122	5/18/1988	...
RECORD	123	5/18/1988	...
RECORD	124	5/18/1988	...
RECORD	125	5/18/1988	...
RECORD	126	5/18/1988	...
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RECORD	128	5/18/1988	...
RECORD	129	5/18/1988	...
RECORD	130	5/18/1988	...

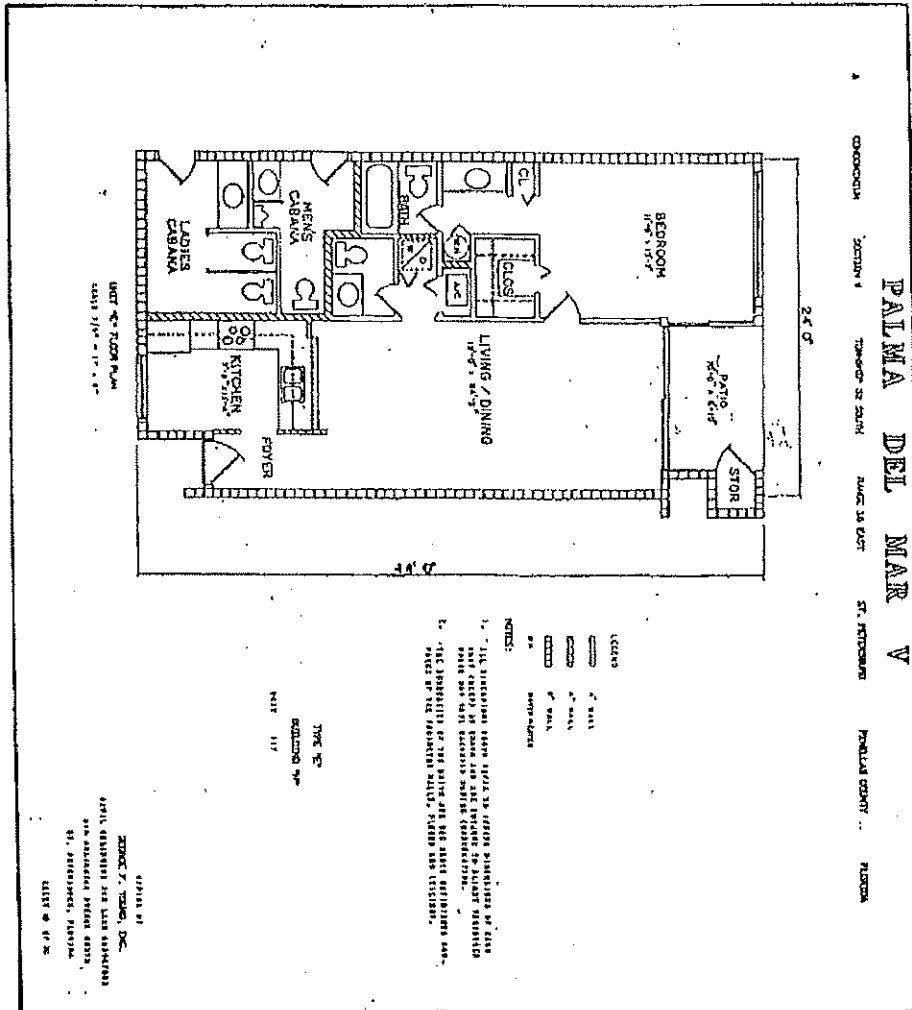
NOTES:

1. ALL DIMENSIONS SHOWN ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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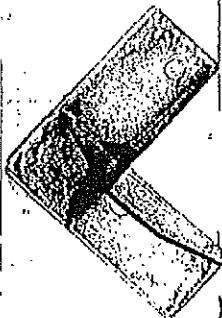
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 DATE: _____
 TITLE: _____

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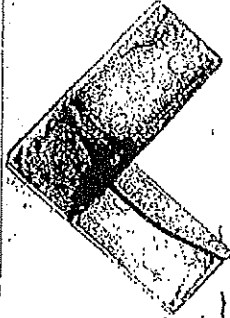
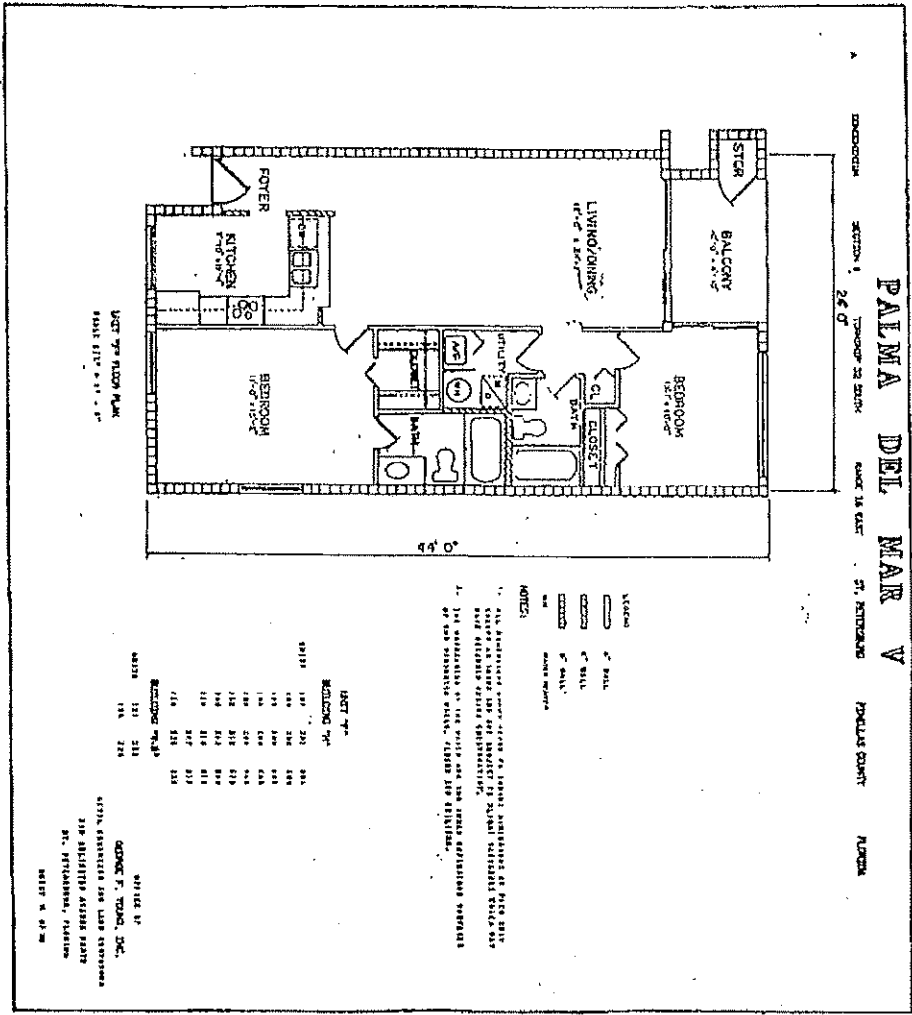
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OR. 5268 PAGE 1097

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O.A. 5283 PAGE 1098

EXHIBIT B

PALMA DEL MAR CONDOMINIUM ASSOCIATION NO. 5
OF ST. PETERSBURG, INC.

Percentage Ownership of Common Elements

<u>UNIT NO.</u>	<u>CLUSTER H</u>	<u>UNIT NO.</u>	<u>CLUSTER H</u>
101	0.654210	201	0.654210
102	0.662854	202	0.662854
103	0.662854	203	0.662854
104	0.654210	204	0.654210
105	0.654210	205	0.654210
106	0.662854	206	0.662854
107	0.662854	207	0.662854
108	0.654210	208	0.654210
109	0.654210	209	0.654210
110	0.654210	210	0.654210
111	0.654210	211	0.654210
112	0.654210	212	0.654210
113	0.654210	213	0.654210
114	0.662854	214	0.662854
115	0.662854	215	0.662854
116	0.654210	216	0.654210
117	0.591922	217	0.654210
118	0.654210	218	0.654210
119	0.654210	219	0.654210
120	0.654210	220	0.654210
301	0.654210	311	0.654210
302	0.662854	312	0.654210
303	0.662854	313	0.654210
304	0.654210	314	0.662854
305	0.654210	315	0.662854
306	0.662854	316	0.654210
307	0.662854	317	0.654210
308	0.654210	318	0.654210
309	0.654210	319	0.654210
310	0.654210	320	0.654210
401	0.789318	501	0.789318
402	0.750138	502	0.750138
403	0.789318	503	0.789318
404	0.750138	504	0.750138
405	0.789318	505	0.789318

1098

O.R. 5263 PAGE 1099

406	0.750138	506	0.750138
407	0.789318	507	0.789318
408	0.750138	508	0.750138
601	0.789318	701	0.789318
602	0.750138	702	0.750138
603	0.789318	703	0.789318
604	0.750138	704	0.750138
605	0.789318	705	0.789318
606	0.750138	706	0.750138
607	0.789318	707	0.789318
608	0.750138	708	0.750138
801	0.789318	901	0.789318
802	0.750138	902	0.750138
803	0.789318	903	0.789318
804	0.750138	904	0.750138
805	0.789318	905	0.789318
806	0.750138	906	0.750138
807	0.789318	907	0.789318
808	0.750138	908	0.750138
1001	0.789318	1101	0.789318
1002	0.750138	1102	0.750138
1003	0.789318	1103	0.789318
1004	0.750138	1104	0.750138
1005	0.789318	1105	0.789318
1006	0.750138	1106	0.750138
1007	0.789318	1107	0.789318
1008	0.750138	1108	0.750138
1201	0.789318		
1202	0.750138		
1203	0.789318		
1204	0.750138		
1205	0.789318		
1206	0.750138		
1207	0.789318		
1208	0.750138		
<u>UNIT NO.</u>	<u>BLDG. V-5</u>	<u>UNIT NO.</u>	<u>BLDG. V-5</u>
121	0.654210	221	0.654210
122	0.654210	222	0.654210
123	0.654210	223	0.654210
124	0.654210	224	0.654210