

DECLARATION OF CONDOMINIUM

FOR

VICTORIA PALMS

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Prepared by and Return to:  
Joseph W. Gaynor, Esquire  
Joseph W. Gaynor, P.A.  
304 Monroe Street  
Dunedin, Florida 34698

Condominium Plats for this Condominium  
Have been recorded in Condominium Plat  
Book \_\_\_\_\_, Pages\_\_\_\_\_, through\_\_\_\_\_ of  
The Public Records of Pinellas County, Florida.

DECLARATION OF CONDOMINIUM  
FOR  
VICTORIA PALMS, A CONDOMINIUM

VICTORIA PALMS, LLC, a Florida limited liability company (hereinafter referred to as the "Developer"), does hereby make the following declarations and further files for record this Declaration of Condominium, as follows:

1. **PURPOSE**

1.01 The purpose of this declaration is to submit the land and improvements described herein to condominium form of ownership and use in the manner provided in Chapter 718 of the Florida Statutes, as the same may exist as of the date of recording hereof.

2. **NAMES**

2.01 The name of the condominium is **VICTORIA PALMS, A CONDOMINIUM.**

2.02 The name of the Condominium Association is **VICTORIA PALMS OF DUNEDIN CONDOMINIUM ASSOCIATION, INC.,** a Florida not for Profit Corporation.

3. **PROPERTY SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP**

3.01 The real property described in Exhibit "A" attached hereto, along with all improvements thereon is hereby submitted to the condominium form of ownership.

4. **DEFINITIONS**

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

4.01 "Assessment" means a share of the funds required for payment of Common Expenses, which, from time to time, are assessed against the Unit Owners.

4.02 "Association" means VICTORIA PALMS OF DUNEDIN CONDOMINIUM ASSOCIATION, INC., a Florida not for Profit Corporation, and its successors, which is responsible for the operation of the Condominium.

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

4.04 "Bylaws" means the Bylaws for the government of the Association as they now exist and as they may be amended from time to time.

4.05 "Common. Elements" means the portion of the Condominium Property not included in the Units. References herein to common areas mean, and are, the Common Elements.

- 4.06 "Common Expenses" means the expenses and assessments properly incurred by the Association for the operation, maintenance, repair and replacement of the Condominium.
- 4.07 "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits, and revenues on account of the Common Elements over the amount of Common Expenses.
- 4.08 "Condominium" means that form of ownership of 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 of ownership of the Common Elements.
- 4.09 "Condominium Act" means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof.
- 4.10 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.
- 4.11 "Condominium Property" means and includes the lands that are submitted to condominium ownership whether or not contiguous, and all improvements thereon, and all rights appurtenant thereto intended for use in connection with the Condominium.
- 4.12 "Declaration of Condominium" or "Declaration" means this instrument, as it now exists or may from time to time be amended.
- 4.13 "Developer" means VICTORIA PALMS, LLC, a Florida limited liability company, and its successors and assigns, and any person who offers condominium parcels owned by him for sale or lease in the ordinary course of business, except that the term "Developer" shall not include an owner or lessee of a unit who has acquired his or her unit for his or her own occupancy.
- 4.14 "Limited Common Elements" means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of the other Units as specified in the Declaration of Condominium. ,
- 4.15 "Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, or like business entity, and shall also include the Developer.
- 4.16 "Unit" means land, improvements or land and improvements within the Condominium Property subject to private ownership.
- 4.17 "Unit Owner" or "Owner of a Unit" means the record owner of legal title to a Condominium Parcel.
- 4.18 "Utility Service" means, as the case may be, electric power, hot and cold water, heating, refrigeration, air, conditioning, garbage, sewage disposal, lighting, irrigation, and cable television.

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.

## 5. IDENTIFICATION AND DESCRIPTION

5.01 The Units and all other improvements constructed on the Condominium Property are more particularly set forth in detail on Exhibit "B" (plot plan, survey and graphic description) attached hereto and make a part hereof. Each Unit is described in said Exhibit "B" in such a manner that the identification, description, location and dimensions of such Unit and the Common Elements appurtenant thereto can be determined therefrom. The units were previously occupied as rental apartments, but have been, or are being, renovated and converted to condominiums by the Developer.

## 6. EASEMENTS

Each of the following easements is a covenant running with the land of the Condominium, to wit:

6.01 Utility Services; Drainage. Easements are hereby created under, through and over the Condominium Property as may be required for Utility Services, including, but not limited to, cable television, drainage and other utility services in order to serve the Condominium. A Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs the utility or other services or drainage facilities or use of these easements. The Board of Directors of the Association or its designee shall have a right of access to each Unit to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service and drainage facilities and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any improvements interfering with or impairing facilities, services or easements herein reserved; provided that such right of access shall not unreasonably interfere with the Unit Owner's permitted use of the Unit. Drainage systems on the Condominium Property shall be maintained continuously in good condition by the Association or its designee and easements are hereby granted over all Condominium Parcels in favor of all Unit Owners and the Association with respect thereto; provided that such easement shall not unreasonably interfere with the Unit Owner's permitted use of his or her Unit. Such easements shall be for the use and benefit of Unit Owners and Mortgagees, and those claiming by, through or under the aforesaid. With respect to any easements set forth herein, and any other easements granted or to be granted pursuant hereto, all such easements shall be for the use and benefit of Unit Owners and Mortgagees, and those claiming by, through or under the aforesaid.

6.02 Traffic. An easement is hereby created and shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, 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, and for guest vehicular parking, over, through and across such portions of the Common Elements and Limited 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 Unit Owners and Mortgagees, and those claiming by, through or under the aforesaid.

6.03 Easement for Unintentional and Non-negligent Encroachments. If a Unit shall encroach upon any Common Element, Limited Common Element or upon any other Unit, by reason of original construction or otherwise or by the non-purposeful or non-negligent act of the Unit Owner or Developer, then the easement appurtenant to such encroaching Unit to the extent of such encroachment shall exist so long as such encroachment shall exist. If any Common Element or Limited Common Element or otherwise shall encroach upon any Unit by reason of original construction or the non-purposeful or non-negligent act of the Association or the Developer, then an easement appurtenant to such Common Element or Limited Common Element to the extent of such encroachment shall exist so long as such encroachment shall exist.

6.04 Support. The Developer and Association hereby grant to each other, their heirs, successors, and assigns, and all third party beneficiaries, including Unit Owners, their lessees, guests, invitees, servants, and employees, the right of support for all structures on any portion of the Condominium Property.

6.05 Additional Easements. The Developer (during any period in which there are any unsold Units in the Condominium) and the Association each shall have the right to grant such additional electric, telephone, door, telephone answering service, drainage, irrigation, sprinkler, cable television or other utility or service easements. The Developer and not the Association shall have the right to relocate any existing utility or service easements in any portion of the Condominium Property, and to grant such ingress, egress and access easements as the Developer shall deem necessary for the proper operation and maintenance of the improvements or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Units in the Condominium for dwelling purposes.

6.06 Covenant. 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 nonexclusive 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 its interests in the Common Elements.

Additionally and notwithstanding any other provision, this Declaration may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose. Owners do hereby designate Developer and/or Association as their lawful attorney in fact to execute any and all instruments on their behalf for the purpose of creating all such easements as are contemplated by the provisions hereof.

## 7. CONDOMINIUM UNIT BOUNDARIES

Each Unit shall include that part of the building containing the Unit that lies within and including the boundaries of the Unit, which boundaries are as follows:

7.01 Upper and Lower. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper Boundaries The horizontal plane of the lower surface of the undecorated finished ceiling.

(2) Lower Boundaries The horizontal plane of the upper surface of the undecorated finished floor.

7.02 Perimetrical The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior of the walls bounding the Unit extending to intersections with each other and with the upper and lower boundaries.

7.03 Owners shall not be deemed to own the outer undecorated and/or unfinished surfaces of the perimeter walls, floors, or ceilings surrounding their respective Units, nor shall owners be deemed to own pipes, wires, conduits or other public utility lines running through Units which are utilized by or serve more than one (1) Unit. All glass, windows, window frames, doors and door frames, and hardware for the operation thereof, including exterior door surfaces on doors providing access to the outside of the Unit, serving a particular Unit shall be considered to be within the boundaries of that Unit, and shall be owned by the Owner of that Unit. An Owner shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, and ceilings, including paint and wallpaper of his or her Unit.

7.04 Notwithstanding anything in this Declaration to the contrary, all components of the heating, air conditioning and ventilating system serving a particular Unit, including without limitation the mechanical equipment, condensation lines, electrical systems and air ducts and all dryer vents and stove exhaust pipes serving a particular unit, and any wiring, hardware and other facilities related to a particular Unit, shall be considered part of the Unit and not part of the Common Elements, regardless of whether such components shall be physically located within the boundaries of the Unit or outside the boundaries of the Unit.

7.05 With respect to matters that are not expressly addressed in this paragraph 7, or in the event of conflict or ambiguity, the boundary descriptions set forth in the plot plan, survey and graphic description attached as Exhibit "B" to the Declaration shall control, except that provisions of subparagraphs 7.03 and 7.04 above shall control unless specifically reflected on said Exhibit "B" hereto.

## 8. COMMON ELEMENTS

8.01 Common Elements as herein defined shall include within its meaning, in addition to those items more particularly set forth in the Condominium Act, the following items:

- (1) The land on which the improvements are located and any other land included in the Condominium Property, whether or not contiguous.
- (2) All parts of the improvements which are not included within a Unit, except as expressly described elsewhere in this Declaration.
- (3) Easements through Units for conduits, ducts, plumbing, wiring and other facilities or the furnishing of Utility Services to other Units and the Common Elements.
- (4) Property and installations required for the furnishing of Utility Services and other services to more than one Unit or to the Common Elements.
- (5) Lighting fixtures, utilized to illuminate the Common Elements.
- (6) Stairwells, staircases and balconies, not appurtenant to a Unit.
- (7) Masonry walls and gates.
- (8) An undivided share in the Common Surplus.
- (9) Easements for ingress, egress, support, maintenance, repair, replacement and utilities.
- (10) Easements for encroachments by the perimeter walls, ceilings and floors surrounding each Unit caused by the settlement or movement of the building or caused by minor inaccuracies in building or rebuilding which now or hereinafter exist, and such easements shall continue until such encroachments no longer exist.
- (11) Easements for overhang troughs or gutters, down spouts and the discharge therefrom of rain water and the subsequent flow thereof over Units or any of them.
- (12) All load bearing walls or columns located within Units constitute part of the Common Elements to the unfinished surface of such walls or columns. Notwithstanding anything herein to the contrary, sliding glass doors, French doors, windows and screen doors located within all walls (including load bearing walls) that are within or constitute boundaries to Units comprise a portion of such Units.

(13) Surface Water Management System. The Common Elements include a surface water management system (the "System") and facilities therefor currently installed on the Property. The Association is responsible for the operation, maintenance, management, repair and replacement of the System and the System facilities. In the event the Association shall cease to exist, whether by dissolution or otherwise, the Unit Owners shall be jointly and severally responsible for the operation and maintenance of the System facilities, unless and until an alternate entity assumes responsibility as set forth in Article XIII of the Association's Articles of Incorporation.

## 9. COMMON EXPENSES AND COMMON SURPLUS

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

- (1) The cost of operation, maintenance, repair and replacement of the Common Elements and structural maintenance, repair and replacement of the Limited Common Elements.
- (2) Fire and other casualty and liability insurance as set forth in the Declaration.
- (3) Costs of management of the Association including professional fees and expenses.
- (4) Cost of water, sewer, bulk cable television service, electricity, light poles and other utilities which are not metered to or attributable to the individual units.
- (5) The costs of additions, repairs, alterations or improvements to the Common Elements, if made by the Association, or the acquisition by the Association of additional lands, leaseholds or other possessory or use rights in lands or facilities in accordance with other provisions hereof.
- (6) The cost of any taxes assessed or levied against the Association, or its property.
- (7) The expenses incident to the purchase, maintenance, repair, reconstruction and any other costs respecting any property owned by the Association ("Association Property").



## 10. OWNERSHIP OF THE COMMON ELEMENTS AND COMMON SURPLUS

10.01 The owner of each Unit shall own the following as an appurtenance to his or her unit:

(1) Common Elements. A percentage share ownership of the Common Elements as follows:

Unit Number	Unit Square Feet	Unit
101	818	0.9490%
102	818.	0.9490%
103	818	0.9490%
104	818	0.9490%
121	818	0.9490%
122	818	0.9490%
123	818	0.9490%
124	818	0.9490%
201.	1113.5	1.2925%
202	1113.5	1.2925%
203	1113.5	1.2925%
204	1113.5	1.2925%
221	1113.5	1.2925%
222	1113.5	1.2925%
223	1113.5	1.2925%
224	1113.5	1.2925%
301	818	0.9490%
302	818	0.9490%
303	818	0.9490%
304.	818	0.9490%
321	818	0.9490%
322	818	0.9490%
323	818	0.9490%
324.	818	0.9490%
401	818	0.9490%
402	818	0.9490%
403	818	0.9490%
404	818	0.9490%
421	818	0.9490%
422	818	0.9490%
423	818	0.9490%.

424	818	0.9490%
501	1113.5	1.2925%
502	1113.5	1.2925%
503	1113.5	1.2925%
504	1113.5	1.2925%
521	1113.5	1.2925%
522	1113.5	1.2925%
523	1113.5	1.2925%
524	1113.5	1.2925%
601	1113.5	1.2925%
602	1113.5	1.2925%
603	1113.5	1.2925%
604	1113.5	1.2925%
621	1113.5	1.2925%
622	1113.5	1.2925%
623	1113.5	1.2925%
624	1113.5	1.2925%
701	1113.5	1.2925%
702	1113.5	1.2925%
703	1113.5	1.2925%
704	1113.5	1.2925%
721	1113.5	1.2925%
722	1113.5	1.2925%
723	1113.5	1.2925%
724	1113.5	1.2925%
801	818	0.9490%
802	818	0.9490%
803	818	0.9490%
804	818	0.9490%
821	818	0.9490%
822	818	0.9490%
823	818	0.9490%
824	818	0.9490%
901	818	0.9490%
902	818	0.9490%
903	818	0.9490%

904	818	0.9490%
921	818	0.9490%
922	818	0.9490%
923	818	0.9490%
924	818	0.9490%
1001	1113.5	1.2925%
1002	1113.5	1.2925%
1003	1113.5	1.2925%
1004	1113.5	1.2925%
1021	1113.5	1.2925%
1022	1113.5	1.2925%
1023	1113.5	1.2925%
1024	1113.5	1.2925%
1101	1113.5	1.2925%
1102	1113.5	1.2925%
1103	1113.5	1.2925%
1104	1113.5	1.2925%
1121	1113.5	1.2925%
1122	1113.5	1.2925%
1123	1113.5	1.2925%
1124	1113.5	1.2925%

Common Surplus. A percentage share ownership of the Common Surplus as follows\*.

Unit	Square Feet	Unit Percentage
101	818	0.9490%
102	818	0.9490%
103	818	0.9490%
104	818	0.9490%
121	818	0.9490%
122	818	0.9490%
123	818	0.9490%
124	818	0.9490%
201	1113.5	1.2925%
202	1113.5	1.2925%
203	.1113.5	1.2925%
204	1113.5	1.2925%
221	1113.5.	1.2925%
222	1113.5	1.2925%
223	1113.5	1.2925%
224	1113.5	1.2925%
301	818	0.9490%
302	818	0.9490%
303	818	0.9490%.
304	818	0.9490%
321	818	0.9490%
322	818	0.9490%
323	818	0.9490%
324	818	0.9490%
401	818	0.9490%
402	818	0.9490%
403	818	0.9490%
404	818	0.9490%
421	818	0.9490%
422	818	0.9490%
423	818	0.9490%
424	818	0.9490%
501	1113.5	1.2925%

502	1113.5	1.2925%
503	1113.5	1.2925%
504	1113.5	1.2925%
521	1113.5	1.2925%
522	1113.5	1.2925%
523	1113.5	1.2925%
524	1113.5	1.2925%
601	1113.5	1.2925%
602	1113.5	1.2925%
603	1113.5	1.2925%
604	1113.5	1.2925%
621	1113.5	1.2925%
622	1113.5	1.2925%
623	1113.5	1.2925%
624	1113.5	1.2925%
701	1113.5	1.2925%
702	1113.5	1.2925%
703	1113.5	1.2925%
704	1113.5	1.2925%
721	1113.5	1.2925%
722	1113.5	1.2925%
723	1113.5	1.2925%
724	1113.5	1.2925%
801	818	0.9490%
802	818	0.9490%
803	818	0.9490%
804	818	0.9490%
821	818	0.9490%
822	818	0.9490%
823	818	0.9490%
824	818	0.9490%
901	818	0.9490%
902	818	0.9490%
903	818	0.9490%
904	818	0.9490%
921	818	0.9490%

922	818	0.9490%
923	818	0.9490%
924	818	0.9490%
1001	1113.5	1.2925%
1002	1113.5	1.2925%
1003	1113.5	1.2925%
1004	1113.5	1.2925%
1021	1113.5	1.2925%
1022	1113.5	1.2925%
1023	1113.5	1.2925%
1024	1113.5	1.2925%
1101	1113.5	1.2925%
1102	1113.5	1.2925%
1103	1113.5	1.2925%
1104	1113.5	1.2925%
1121	1113.5	1.2925%
1122	1113.5	1.2925%
1123	1113.5	1.2925%
1124	1113.5	1.2925%

11. **PAYMENT OF COMMON EXPENSES** Each Unit Owner shall be obligated a percentage share of the Common Expenses of the Condominium as follows:

Unit	Monthly	Unit Percentage
101	200	0.9490%
102	200	0.9490%
103	200	0.9490%
104	200	0.9490%
121	200	0.9490%
122	200	0.9490%
123	200	0.9490%
124	200	0.9490%
201	270	1.2925%
202	270	1.2925%
203	270	1.2925%
204	270	1.2925%
221	270	1.2925%
222	270	1.2925%
223	270	1.2925%
224	270	1.2925%
301	200	0.9490%
302	200	0.9490%
303	200	0.9490%
304	200	0.9490%
321	200	0.9490%
322	200	0.9490%
323	200	0.9490%
324	200	0.9490%
401	200	0.9490%
402	200	0.9490%
403	200	0.9490%
404	200	0.9490%
421	200	0.9490%
422	200	0.9490%
423	200	0.9490%
424	200	0.9490%
501	270	1.2925%

502	270	1.2925%
503	270	1.2925%
504	270	1.2925%
521	270	1.2925%
522	270	1.2925%
523	270	1.2925%
524	270	1.2925%
601	270	1.2925%
602	270	1.2925%
603	270	1.2925%
604	270	1.2925%
621	270	1.2925%
622	270	1.2925%
623	270	1.2925%
624	270	1.2925%
701	270	1.2925%
702	270	1.2925%
703	270	1.2925%
704	270	1.2925%
721	270	1.2925%
722	270	1.2925%
723	270	1.2925%
724	270	1.2925%
801	200	0.9490%
802	200	0.9490%
803	200	0.9490%
804	200	0.9490%
821	200	0.9490%
822	200	0.9490%
823	200	0.9490%
824	200	0.9490%
901	200	0.9490%
902	200	0.9490%
903	200	0.9490%
904	200	0.9490%
921	200	0.9490%



922	200	0.9490%
923	200	0.9490%
924	200	0.9490%
1001	270	1.2925%
1002	270	1.2925%
1003	270	1.2925%
1004	270	1.2925%
1021	270	1.2925%
1022	270	1.2925%
1023	270	1.2925%
1024	270	1.2925%
1101	270	1.2925%
1102	270	1.2925%
1103	270	1.2925%
1104	270	1.2925%
1121	270	1.2925%
1122	270	1.2925%
1123	270	1.2925%
1124	270	1.2925%

## 12. LIMITED COMMON ELEMENTS

12.01 There are Limited Common Elements appurtenant to the Units, as follows:

(1) Balconies which are appurtenant to a Unit, and

(2) There are 124 uncovered parking spaces located within the parking area. The Developer shall assign the exclusive use of one parking space to the owner of each Unit in connection with the conveyance of such Unit to the initial purchaser thereof. Upon such assignment, such parking space shall constitute a Limited Common Element appurtenant to such Unit. No Unit shall be assigned the exclusive use of more than one parking space at any one time. The Association shall keep a record of the parking spaces assigned to particular Units. The Board of Directors of the Association may establish from time to time a procedure for the reassignment of assigned parking spaces, so long as no Unit shall have more than one parking space assigned to it at any one time. Any parking spaces not assigned to a Unit shall be available for use in common by the Unit Owners, and the Association shall be authorized to designate, from time to time, one or more or all of such common parking spaces as reserved for guest use only.

12.02 Limited Common Elements are reserved for use by the Owners of the Units to which the same are appurtenant, to the exclusion of other Unit Owners, and there shall pass with a Unit, as appurtenant thereto, the exclusive right to use the Limited Common Elements so appurtenant maintenance, repair and replacement of, and expenses thereof relating to the interior surfaces and nonstructural portions of such Limited Common Elements, if any, shall be the responsibility of the Unit Owner unless otherwise expressly set forth herein. All maintenance, repair or replacement of, and expenses thereof relating to the structural portions of such Limited Common Elements, if any, shall be performed and borne by the Association, and such expenses shall be Common Expenses.

## 13. GOVERNING BODY: THE ASSOCIATION

13.01 The Association: Bylaws. Attached hereto as Exhibit "C" and Exhibit "D" are copies of the Articles of Incorporation and Bylaws of the Association. The operation of the Condominium Property and Association Property shall be governed by these documents. The Articles and Bylaws may be modified or amended as provided therein. No amendment to say documents shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel, except with the consent of the holder thereof. Defects or omissions in the Articles or Bylaws shall not affect the validity of the Condominium or the title to Units.

13.02 The Association: Membership.

(1) The Association was created to perform the acts and duties of the management of the Condominium Property defined and described in this Declaration, and to enforce collection of assessments levied in accordance herewith necessary to perform said acts and duties.

(2) All Unit Owners shall automatically be members of the Association, and said membership shall terminate when they no longer own said Units.

13.03 The Association: Powers and Responsibilities.

(1) The operation, management, maintenance, repair and replacement of the Condominium and the Condominium Property shall be vested in the Association.

(2) The officers and directors of the Association shall have a fiduciary relationship to the Unit Owners.

(3) No Unit Owner, except as an officer of the Association, shall have any authority to act for the Association.

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

(a) The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units.

(b) The power to make and collect assessments and to maintain, repair, and replace Common Elements.

(c) The duty to maintain accounting records according to accounting practices which are open to inspection by Unit Owners or their authorized person.

(d) The power to pay any and all taxes which might be assessed against the Association.

(e) The power to enter into a contract with any person, firm or entity for the operation, management, maintenance or repair of the Condominium, the Condominium Property and/or Association Property. However, any such contract shall not be in conflict with the powers and duties of the Association nor the rights of Unit Owners as provided in the Condominium Act and these enabling documents.

(f) The power to adopt reasonable rules and regulations for the operation, maintenance and conservation of the Condominium Property and Association Property, and for the health, comfort, safety and welfare of the Unit Owners, and their lessees, guests, and invitees, all of whom shall be subject to such rules and regulations.

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

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

(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 as provided in the Condominium Act, including but not limited to, the Common Elements, the roof and structural components of a building or other improvements and mechanical, electrical and plumbing elements serving an improvement or building, as distinguished from mechanical elements serving only a single 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 litigation and disputes involving the matters for which the Association could bring a class action.

(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.

(7) Service of process upon the Association may be completed by serving the agent designated for the service of process or otherwise as provided by law. Service of process upon the Association shall not constitute service of process upon any Unit Owner.

## 14. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

14.01 By the Association. Except as may be otherwise set forth herein, the Association shall operate, maintain, repair and replace at the Association's expense:

- (1) All Common Elements;
- (2) All portions of the Units (except interior wall surfaces) contributing to the support of the building, which portions shall include, but not limited to, to the outside walls of the building, and load bearing columns;
- (3) All conduits, ducts, plumbing, air conditioning ducts and conduits, wiring and other facilities for furnishing of Utility Services which are contained in the portions of the Unit contributing to the support of the building or within interior boundary *walls*, and all such facilities contained within a Unit which service part or parts of the Condominium Property other than the Unit within which contained. There is expressly excluded here from the components of the heating, air conditioning and ventilating system serving the particular Units, including without limitation mechanical equipment of the systems, condensation lines, electrical systems, and air ducts;
- (4) All property owned by the Association;
- (5) All incidental damage caused to a Unit by the above work shall be repaired by the Association at its sole cost.

14.02 By the Unit Owner. The Unit Owner shall maintain, repair and replace, at his or her own expense:

- (1) All portions of the Unit, except those portions to be maintained, repaired and replaced by the Association, as described above. Expressly included within the responsibility of the Unit Owner shall be all flooring, wall *We*, interior dry wall and plaster, ceiling and walls, glass, windows, window frames, doors, door frames, and installations and hardware in connection therewith serving only the particular Unit. *All such* maintenance, repairs and replacements shall be done without disturbing the rights of other Unit Owners.
- (2) All portions of the heating, air conditioning, ventilating system and plumbing serving the Unit, whether such components are located inside or outside the Unit. Notwithstanding the foregoing, Unit Owners shall not be responsible for such conduits and ducts as are described in paragraph 14.01(3) hereof.
- (3) All fans, stoves, refrigerators, or other appliances or equipment within his or her Unit, including any fixtures and/or their connections required to. Provide Utility Services to his or her Unit that are located within the Unit.

14.03 Unit Owners shall promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

14.04 Alteration and Improvement of Units. No Unit Owner other than the Developer shall make any alterations in his or her Unit, or remove any portion thereof, or make any additions thereto, or do any work therein which would jeopardize the safety or soundness of the building or impair any easement, without first obtaining approval from the Board of Directors of the Association,

14.05 Alteration and Improvement of Common Elements. After the completion of construction of the improvements on the Condominium Property, there shall be no material alterations or substantial additions to the Common Elements, unless the proposed alteration or addition shall have been approved at a duly called meeting of the Association by a vote of at least a majority of the voting interests of the entire Association.

## 15. ENFORCEMENT OF MAINTENANCE

15.01 In the event the Owner of a Unit fails to maintain or use it as required under this Declaration, the Bylaws of the Association, the Articles of Incorporation of the Association, the applicable rules and regulations, or any other agreement or document affecting the Condominium, then the Association, the Developer, or any other Unit Owner shall have the right to take legal action to seek compliance therewith. The Association shall have the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Element or any portion of the Unit for which the Association has responsibility pursuant to Section 14.01 above, or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units.

## 16. ESTIMATED OPERATING BUDGET

16.01 Prior to the commencement of each fiscal year, the Association shall adopt an operating budget containing the estimated Common Expenses for that fiscal year in accordance with the requirements set forth in the Bylaws. All operating budgets shall comply with and shall be adopted in accordance with the Condominium Act.

## 17. ASSESSMENTS: LIABILITY; LIEN AND PRIORITY; INTEREST; COLLECTIONS

17.01 The Association shall assess the Unit Owners the sums necessary to provide, in advance, funds sufficient to pay the Common Expenses.

17.02 The liability for assessments may not *be* avoided by waiver of the *use* or enjoyment of any Common Elements, services or recreation facilities, or by abandonment of the Unit for which the assessments are made.

17.03 Payment of Assessments. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, is liable for all assessments which come due while he is the Unit Owner. Assessments and installments due on them which are not paid within ten (10) days after their due date shall bear interest at the highest rate allowable by law from the due date until paid. The Association may charge an administrative late fee, in addition to such interest, in accordance with Section 718.116(3), Florida Statutes, as the same now 'exists, or may hereafter be amended from time to time. Such late fee shall be set by the Board of Directors of the Association from time to time. Any payment received by the Association shall be applied first to any interest accrued against the delinquent amounts, then to any administrative late fees, then to costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessments.

17.04 Lien and Priority. The Association has a lien against each Condominium Parcel for any unpaid assessments with interest. The lien shall also secure costs, administrative late fees and reasonable attorneys' fees related to the collection of the delinquent assessments. The lien shall be enforced in accordance with the provisions of Sections 718.116, Florida Statutes, as the same may now exist, or may hereafter be amended from time to time. The lien shall relate back to the date of filing of this Declaration in the public records of Pinellas County, Florida, and shall be superior in dignity to the creation of any homestead status, regardless of when the lien shall be filed for record, and each Owner of a Unit hereby consents to the imposition of such a lien prior to any homestead status. The lien of the Association shall also *be* superior in dignity to any lien or mortgage against a Unit, except as provided by Section 718.116, Florida Statutes, as the same now exists, or may hereafter be amended from time to time, regardless of the dates the lien or mortgage is filed for record, and each person or entity acquiring a lien or mortgage interest in any Unit hereby consents to the imposition of such lien priority in favor of the Association.

17.05 Rights of Mortgagees. The provisions of 718.116, Florida Statutes, as the same may now exist, or may hereafter be amended from time to time, shall govern the rights of mortgagees having mortgages against the Units, provided, however, that no mortgagee, other than a first mortgagee of record, shall be entitled to the benefits of such Section.

17.06 Acceleration of Assessments upon Default. If a Unit Owner shall default in the payment of any assessments or installment thereof for more than thirty (30) days after the same shall be due, the Association may accelerate the remaining installments of the assessment in conjunction with the filing of a lien against the Unit as provided above and upon notice to the Unit Owner, and the unpaid balance of the assessment shall be due and payable upon the date of recording the claim of lien in the Public Records of Pinellas County, Florida.

17.07 Developer Budget Guarantee. For a period of one (1) year after the conveyance of the first Unit by the Developer, or until turnover, whichever shall first occur, the Developer guarantees that the assessments for Common Expenses of the Condominium imposed upon the Unit Owners other than Developer during that time shall not increase over the amount of \$200.00 per month / \$2,400.00 per year for a 1 bedroom unit and shall not increase over the amount of \$270.00 per month / \$3,240.00 per year for a 2 bedroom unit. Further, the Developer is obligated to pay any amount of Common Expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other Unit Owners. During that period of time, the Developer shall be excused from the payment of its share of the Common Expenses which would have been assessed against Units it owns. Commencing on the expiration of the guarantee period, the Developer shall contribute to the Common Expenses as to the Units owned by it, in the same manner as all other Unit Owners. The foregoing provisions are intended to comply with the requirements of Section 718.116, Florida Statutes, as that Section exists as of the date hereof.

## 18. SALE, TRANSFER, CONVEYANCE OR LEASE

18.01 In the event a Unit Owner wishes to sell, transfer or otherwise convey all or any portion of the legal or equitable title to his or her Unit, other than to the Owner's then current spouse or children, or to a trust of which the Owner is the grantor and trustee, he shall first apply to the Association for approval of the same. Such application shall be made on a written form provided by the Association, and shall be accompanied by an Application Fee (as hereinafter defined). Such application shall contain a copy of the proposed contract, with the name and address of the proposed purchaser or transferee, along with any other information requested by the Association reasonably related to the sale, transfer or conveyance. The Association shall not be required to consider the application for approval until the application form has been filed, all requested information has been provided, and the Application Fee has been paid. The application shall also be signed by the prospective purchaser or transferee. The Association shall have a first right to either consent to the proposed sale, transfer or conveyance or provide a purchaser for the Unit upon the same terms as those specified in said notice. The Association may be the purchaser provided. The Association shall have fifteen (15) days from the date of delivery of the aforesaid written notice *in* which to deliver a binding offer to purchase upon the same terms and conditions as set forth in the Unit Owners' written notice. In lieu of making such an offer the Association may simply consent in writing to the proposed sale transaction.

18.02 If the Association pursuant to the foregoing subsection delivers a binding offer to buy upon the same terms and conditions as set forth in the Unit Owner's written notice, the Unit Owner shall either accept such Association offer or withdraw or reject the offer specified in the Unit Owner's application. Failure of the Association to provide a binding offer as hereinabove set forth shall be deemed equivalent to written consent to the sale transaction specified in the Unit Owner's application, and the Owner shall be free to make or accept the offer specified in his or her application, and to sell his or her Unit pursuant thereto to the prospective purchaser therein named in accordance with the proposed contract.

18.03 Any attempt to sell, transfer or convey any interest in the legal or equitable record title to a Unit, except as noted in 18.01 above, without first complying with the notice requirements to the Association as set forth hereinabove and without first obtaining the prior written approval of the Association shall be deemed a breach of this Declaration, shall be wholly null and void, and any document executed and delivered pursuant thereto shall confer no title or interest whatsoever upon any purchaser or transferee. However, any such deed other conveyance document obtained in violation of this Section may be validated *by* subsequent written approval of the Association.

18.04 In the event the sale, transfer or conveyance to a third party is approved by *the Association*, *but* such sale or transfer is not ultimately consummated; or any proposed sale contract is withdrawn or rejected; the Unit Owner may not subsequently sell, transfer or convey his or her Unit without first complying with the terms, conditions and procedures as set forth hereinabove.

18.05 Any written consent of the Association to a proposed sale or transfer of a Unit shall be in proper recordable form, signed by an officer or authorized agent of the Association (neither of whom may be the Unit Owner desiring to sell, transfer, or convey said Unit) and shall be delivered to the proposed purchaser or transferee.

18.06 In connection with an application for sale, transfer or conveyance of a Unit, the Association may charge an application fee, which fee shall be set, and may be changed, by the Board of Directors of the Association, but which fee shall not exceed the maximum amount permitted by Section 718.112, Florida Statutes, as the same now exists, or may hereafter *be* amended from time to time.

18.07 Leasing of Units. Unit Owners may lease their Units, subject to the following restrictions:

- (1) All leases must be in writing.
- (2) No lease may have a term of less than (1) month.
- (3) No lease may be for less than the entire Unit.
- (4) All leases shall incorporate this Declaration and its exhibits, whether or not so stated, and all lessees, and their family members, guests and invitees shall be subject to and shall be obligated to comply with such documents.
- (5) All leases shall provide, and if they do not so state, they shall be deemed to provide, that the Association shall have the authority, but not the obligation, to take legal action against a lessee for removal of that *lessee* from the Unit for violation of this Declaration or the Rules and Regulations of the Association.
- (6) No Unit Owner may commence a lease of his or her Unit until he has first obtained the approval of the Association. At least twenty (20) days prior to the commencement of a proposed lease, the Unit Owner shall apply to the Association for approval of the same. Such application shall be made on a written form provided by the Association, and shall be accompanied by an Application Fee (as hereinafter defined). Such application shall contain a copy of the proposed lease, with the name and current address of the proposed lessee, along with any other information requested by the Association reasonably related to the lease or occupancy of the Unit. The Association shall not be required to consider the application for approval until the application form has been filed, all requested information has been provided and the Application Fee has *been* paid. The application shall also be signed by the prospective lessee(s). Within fifteen (15) days after receipt of all application materials and the Application Fee, the Association shall give the Unit Owner notice of approval or disapproval of the lease. If no notice is given by the Association within such fifteen day period, the lease shall be deemed

approved. If the Association disapproves of the lease, the notice of disapproval shall state the reason(s) for disapproval and shall include a refund of the Application Fee. Without limiting the bases on which the Association may disapprove a lease, *the* Association's disapproval shall not be considered unreasonable if (a) the Unit Owner seeking approval is delinquent in payment of any assessment against *his or her* Unit at the time the application is submitted, or (b) the application or the lease on its face indicates that the lessee's proposed use of the Unit would violate the Declaration, any exhibit thereto or any Rule or Regulation of the Association. If a notice of disapproval is timely given by the Association, the Unit Owner may not commence the lease.

(7) For the purposes of this Article 18, any transfer of possession of a Unit by the Unit Owner to any other person shall be considered a lease of the Unit, whether or not rent is to be paid by such other person; provided, however, that the requirements of this Section 18.07 shall not apply to grants of possession by a Unit Owner in favor of his or her children, parents, siblings or other persons related to the Unit Owner by blood or marriage.

(8) There shall be no subleasing of any Unit or portion thereof.

18.08 This Article 18 shall not be applicable to the Developer which is irrevocably empowered to sell, lease or rent Units to any lessees or purchasers. The Developer shall have the right to transact any business necessary to consummate sales of Units, including, but not limited to, the right to maintain model units, have signs, employees in the offices, use the Common Elements and show Units. Sales offices signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer.

18.09 In connection with the approval of a proposed sale or lease of a Unit, the Association may charge a fee (the "Application Fee") to the Unit Owner seeking approval. Such fee shall be in such amount as the Board of Directors of the Association shall determine from time to time; provided, however, that such Application Fee shall not exceed the maximum amount permitted under Section 718.112(2), Florida Statutes, as that section now exists or may hereafter be amended from time to time.

18.10 Notwithstanding any approval either expressly granted or impliedly given by the Association, whether for sale or lease of a Unit, all occupancy of a Unit shall be in compliance with the restrictions and covenants of this Declaration, its exhibits and the Association's Rules and Regulations.

18.11 Time share estates and interval ownership arrangements of whatever kind are hereby expressly forbidden.

## 19. CONDOMINIUM PARCELS, APPURTENANCES, POSSESSION AND ENJOYMENT

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

19.02 There shall pass with a Unit as appurtenances thereto:

- (1) An undivided share in the Common Elements;
- (2) The right to use such portion of the Common Elements as is provided herein;
- (3) An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any airspace which is vacated from time to time;
- (4) The right to use the Association Property, subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations promulgated hereunder; and;



- (5) An undivided share in the Common Surplus;
- (6) The exclusive right to use of the Limited Common Elements appurtenant to the Unit.

19.03 The Owner of a Unit is entitled to the exclusive possession of his or her Unit. He shall be entitled to use the Common Elements in accordance with the purposes for which they are intended but no such use shall hinder or encroach upon the lawful rights of the owners of the other Units. There shall be a joint use of the Common Elements, and a joint mutual nonexclusive easement for that purpose is hereby created. The Association has the authority to make reasonable rules and regulations concerning the uses of the Common Elements

## 20. VOTING RIGHTS

20.01 Subject to any provisions of the Bylaws of the Association applicable thereto, on all matters as to which the membership shall be entitled to vote, there shall be only one (1) vote for each Unit.

## 21. RESTRAINT UPON SEPARATION AND PARTITION

21.01 Any transfer of a Condominium Parcel must include all elements thereof as heretofore described and appurtenances thereto whether or not specifically described, including, 'but not limited to, the Unit Owner's share in the Common Elements, the Unit, and his or her Association membership. Recognizing that the proper use of Condominium Parcel by any owner or owners is dependent upon the enjoyment of the Common Elements in common with the owners of all other Condominium Parcels and upon the ownership of the Common Elements being retained in common by the owners of Condominium Parcels in the Condominium, it is declared that the percentage of the undivided interest in the Common Elements appurtenant to each Condominium Parcel shall remain undivided and no Unit Owner shall bring any action for partition, separation or division of any Condominium Parcel.

## 22. COSTS AND ATTORNEYS' FEES

22.01 In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto, and said documents and rules and regulations as may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court or arbitrator.

22.02 In addition to the foregoing, if a Unit Owner fails to comply with the terms of this Declaration, the Bylaws, and/or the rules and regulations adopted pursuant thereto, as they may be amended from time to time, and as a result of such failure it becomes necessary for either the Association or its agent to employ an attorney in order to insure that the Unit Owner complies with his or her said obligations, then and in such event, the Unit Owner will be obligated to reimburse the Association for the costs of such attorneys' fees, regardless of whether or not suit may be instituted.

## 23. NO WAIVER OF RIGHTS

23.01 The failure of the Developer, or the Association, or any Unit Owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

## 24. ASSIGNABILITY OF RIGHTS OF DEVELOPER

24.01 The rights and privileges reserved in this Declaration of Condominium and the exhibits hereto in favor of the Developer are freely assignable, in whole or in part, by the Developer to any party who may be hereafter designated by the Developer to have and exercise such rights, and such rights may be exercised by the nominee, assignee or designee of the Developer and/or exercised by the successor or successors in interest of the Developer and/or the successor or successors in interest of the nominees, assignees or designees of the nominees, assignees or designees of the Developer.

## 25. AMENDMENT OF DECLARATION

25.01 This Declaration may be modified or amended by vote at a meeting of the Association. The notice of the meeting shall include the subject matter of the proposed amendment. An amendment may be proposed by either the Board of Directors or by a majority of the Unit Owners. Except for amendments of the type described in Section 718.110(4) of the Florida Condominium Act, a resolution adopting a proposed amendment must be approved by a vote of not less than two-thirds (2/3) of the voting interests of the Condominium. A resolution adopting a proposed amendment of the type described in Section 718.110(4) of the Florida Condominium Act must be approved in accordance with the requirements of that statute.

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

25.03 In addition to any requirements herewith, any Amendments affecting the Developer's rights under this Declaration shall require the Developer's written approval.

25.04 A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the Association with the same formality as that of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the public records of Pinellas County, Florida.

25.05 Anything herein to the contrary notwithstanding, the Developer expressly reserves the right to amend this Declaration in order to correct any legal description contained herein which may be incorrect by reason of a scrivener's or surveyor's error. However, if such amendment alters or modifies the physical dimensions of the Common Elements, it shall not change any Unit Owner's proportionate or percentage share of ownership of Common Elements. The Developer may amend this Declaration as aforesaid by filing an amended legal description as an amendment to this Declaration among the Public Records of Pinellas County, Florida, which amendment shall expressly describe the legal description which is being corrected (by reference to the exhibit containing said legal description) in addition to the correct legal description. Such amendment need be executed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners, liens, or mortgagees of Units, except for the written consent of any affected mortgagee. As part of any such amendment, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be the scrivener or the surveyor, which affidavit shall set forth that:

- (1) Said individual made an error in the legal description,
- (2) The error is corrected by the description contained in the amendment, and
- (3) It was the intent at the time of the incorrect original legal description to make that description such as is contained in the new amendment.

## 26. TERMINATION OF CONDOMINIUM

26.01 All of the unit owners may remove the Condominium Property from the provisions of the Condominium Act and this Declaration by an instrument to that effect, duly recorded, provided that the holders of all liens affecting any of the Condominium Parcels consent thereto, or agree, in either case by instruments duly recorded, that their liens be transferred to the undivided share of the Unit Owner in the property as hereinafter provided.

26.02 Upon removal of the Condominium Property from the provisions of the Condominium Act and this Declaration, 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.

26.03 After termination of the Condominium in any manner, the liens upon Condominium Parcels shall be upon the respective undivided shares of the owners as tenants in common.

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

26.05 In the event of substantial damage to or destruction of all or a substantial part of the Condominium Property, and in the event the property is not repaired, reconstructed or rebuilt within a reasonable period of time, any Unit Owner or Mortgagee, institutional, private or otherwise, shall have the right after all insurance claims have been settled seek equitable relief through arbitration, which may, but need not necessarily, include a termination of the Condominium and a partition.

26.06 Pursuant to Section 718.117 F.S., upon recordation of the instrument evidencing consent of all of the unit owners to terminate the Condominium, the Association within thirty (30) business days shall notify the division of the termination and the date the document was recorded, the county where the document was recorded and the book and page number of the public records where the document was recorded and shall provide the division a copy of the recorded termination notice certified by the clerk

## 27. LIMITATION OF LIABILITY

27.01 The liability of the Owner of a Unit for Common Expenses shall be limited to the amount for which *he* is assessed from time to time in accordance with this Declaration.

27.02 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* or her own Unit to the same extent and degree as the owner of a house would be liable for an accident occurring within his or her house.

## 28. COVENANT RUNNING WITH THE LAND

28.01 All provisions of this Declaration; the Articles of Incorporation, Bylaws and Rules and Regulations of the Association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein, and all of the provisions thereof shall be binding, upon and inure to benefit of the owner of all or any part thereof, or interest therein, and *his* or her heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create not shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and the Articles of Incorporation, Bylaws and Rules and Regulations, as they may be amended from time to time. The acceptance of a deed of conveyance, or the entering into of a lease, or the entering into of occupancy of any Unit, shall constitute an agreement that the provisions of this Declaration, the Articles, Bylaws and Rules and Regulations of the Association, are adopted and ratified by such Unit Owners, and his or her tenant or occupant.

## 29. RESTRICTIONS AND EASEMENTS

29.01 The real property submitted to condominium ownership herewith is subject to conditions, limitations, restrictions, dedications, reservations of record, taxes, applicable zoning or ordinances now existing or which may hereafter exist, easements for utilities, service for the United States Post Office authorities and any right of the United States of America, State of Florida, and drainage now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates, and the said Developer shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion without necessity of consent of the Association, until turnover of control of the Association; and thereafter the Association shall be empowered to grant such easements on behalf of its members. During the period of time that the Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. Except for easements already granted, the right to grant the foregoing easements shall be subject to said easements not structurally weakening the building improvements upon the Condominium Property nor unreasonably interfering with the enjoyment of the Condominium Property by the Association's members.

## 30. DEVELOPER LEASING

30.01 Notwithstanding anything herein to the contrary, it is understood that at this time a certain number of the Units in the Condominium may be occupied and further that the Developer may at such time as the Developer deems appropriate enter into lease agreements or month to month tenancies or such other types of tenancies consummated and agreed upon with respect to the Units. Any tenants of the Developer shall have the full rights and authority to continue to occupy said premises in accordance with their lease agreements and to use and enjoy on a non-exclusive basis all Common Elements of *the* condominium and recreational facilities without any cost or expense. Developer reserves the right to maintain a leasing office within the Condominium during the period in which such leasing activities are undertaken.

## 31. INVALIDATION AND OPERATION

31.01 The invalidity, in whole or in part, of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof. Invalidation of any portion of any provision contained in a conveyance of a Condominium Parcel, whether by judgment, court order, or statute, shall in no way affect any of the *other* provisions, or the provisions of this Declaration, all of which shall remain in full force and effect.

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

## 32. INTERPRETATION

32.01 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 be liberally construed to effectuate its purposes of creating a uniform plan for *the* operation of a condominium in accordance with the laws made and provided for same, to wit: Chapter 718 of the Florida Statutes.

### 33. APPROVAL AND RATIFICATION

33.01 The Association, by its execution of this Declaration, approves and ratifies all of the covenants, terms and conditions, duties and exhibits attached hereto. The Unit Owners, by virtue of their acceptance of the deed of conveyance as to their Unit, and other parties by virtue of their occupancy of Units, hereby approve and ratify all of the terms and conditions, duties, and obligations of this Declaration of Condominium and exhibits attached hereto.

### 34. RULES AND REGULATIONS

34.01 As to Common Elements and Association Property. The Board of Directors of the Association may, from time to time, adopt or amend administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the Common Elements of the Condominium, the Association Property and any facilities or services made available to the Unit Owners. The Association shall post in a conspicuous place on the Condominium Property, a copy of the rules and regulations adopted, from time to time, by the Board of Directors.

34.02 As to Units. The Board of Directors may, from time to time, adopt or amend rules and regulations governing and restricting the use and maintenance of the Units, provided, however, that copies of such rules and regulations are furnished to each Unit Owner prior to the time the same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the Condominium Property.

34.03 Rules and Regulations. The rules and regulations shall be deemed in effect until amended by the Board of Directors and shall apply to and be binding upon all Unit Owners, their tenants, guests and invitees. The Unit Owners shall, at all times, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. The change, amendment or adoption of a rule or regulation does not require an amendment to the Declaration of Condominium or the Bylaw.

### 35. SALES ACTIVITY AND DEVELOPER'S RIGHTS

35.01 Notwithstanding anything herein to the contrary, until the Developer has sold all the Units, neither the Unit Owners nor the Association nor their use of the Condominium Property shall interfere with the sale of Units. The Developer (or its duly authorized agents or assigns) may make such use of the Units and the Common Elements as may facilitate such sale, including, but not limited to, the maintenance of sales offices for the showing of the property and display of signs, billboards, placards, and visual promotional materials. The Developer may use unsold Units as models or as sales offices for display purposes to prospective purchasers. The Developer shall have the right to use available parking spaces for prospective purchasers and such other parties as Developer determines. The sales office personal property, model furnishings, signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer.

### 36. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY UNIT OWNERS

36.01 Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to his or her Unit, other than wall coverings, ceiling coverings or floor coverings, without the prior written consent thereto of the Board of Directors. The Board shall have the obligation to answer within 30 days any written request by a Unit Owner for approval of a proposed addition, alteration or improvement in such Unit Owner's Unit, but no alteration or change may be commenced before approval is given. In the event the Board of Directors denies the request, the Unit Owner may seek approval from a majority of the Association's voting interests. All additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities

having jurisdiction, as well as the Rules and Regulations promulgated by the Association, including, but not limited to, any prohibitions contained therein or herein regarding exterior alterations. A Unit Owner making or causing to be made any additions, alterations or improvements agrees, and shall be deemed to have agreed, to hold the Association and all other Unit Owners harmless from any liability arising therefrom.

36.02 Additions, Alterations or Improvements to Developer-Owned Units. The Developer shall have the right, with the consent or approval of the a majority of the total voting interests of the Condominium, to make alterations, additions or improvements, structural and nonstructural, interior and exterior, ordinary and extraordinary, in, to, and upon any Unit owned by it (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the improvements), so long as the alteration or improvement does not adversely affect the structural integrity of the building in which the Unit is located.

### 37. INSURANCE

37.01 The insurance that shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

37.02 Authority to purchase; Named insured. All insurance policies upon the Condominium Property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association, and all policies and their endorsements shall be deposited with and held by the Association. Unit Owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

#### 37.03 Coverage.

(1) Casualty. All buildings and improvements upon the land of this condominium shall be insured in an amount equal to no less than eighty (80%) percent of the maximum insurable replacement value, excluding foundation, underground utilities and excavation costs, and all personal property included in the Common Elements or owned by the Association shall be insured for its value, all as determined annually by the Board of Directors of the Association. The Board of Directors may cause the insurable property to be appraised periodically for the purpose of establishing insurance values. The cost of appraisal shall be a Common Expense. Such coverage shall afford protection against:

(a) Loss or Damage. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(b) Other Risks. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to, vandalism and malicious mischief. If required, flood insurance shall be provided as a Common Expense in an amount no less than the minimum amount required by law. If required, the Association may purchase flood insurance in an amount greater than the minimum amount required by law if a majority of the voting interests vote at a duly called meeting of the Association to do so.

(2) Public Liability. Public liability in such amount as the Association shall determine reasonable and necessary for physical injury and such other coverage as shall be required by the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner or others.

(3) Workmen's Compensation. Workmen's Compensation policy to meet the requirements of law.

(4) Other Insurance. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable, including officers and directors liability insurance.

37.04 Premiums. Premiums upon insurance policies insuring this Condominium which are purchased by the Association shall be paid by the Association as a Common Expense.

37.05 Benefit; Share of Proceeds. All insurance policies purchased by the Association for this Condominium shall be for the benefit of the Association and the Unit Owners and their mortgagees, as their interests may appear. The Association shall receive such proceeds as are paid under such policies, and hold the proceeds in trust for the purpose elsewhere stated in this instrument and for the benefit of the Unit Owners of this condominium and their mortgagees as their interests may appear.

(1) Common Elements. Proceeds on account of damage to Common Elements shall be distributed to the Association as an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his or her unit.

(2) Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(a) When the building is to be restored. When the building is to be restored for the Owners of damaged Units, the cost shall be paid in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

(b) When the building is not to be restored. When the building is not to be restored, an undivided share for each Unit Owner, such share being the same as the undivided share in the common elements appurtenant to his or her Unit.

(3) Mortgagees. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

37.06 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the following manner:

(1) Expense of the Association. All expenses of the Association shall be paid first or provision made for such payment.

(2) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(3) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(4) Certificate. In making distribution to Unit Owners and their mortgagees, the Association may rely upon a certificate made by the President and Secretary or other authorized officer as to the names of the Unit Owners and their respective shares of the distribution.

37.07 Association as Agent. Except as otherwise required by the Condominium Act or the Bylaws of the Association, the Association is irrevocably appointed agent for each Unit Owner, and for each owner of a mortgage or other lien upon a Unit, and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

### 38. RECONSTRUCTION OR REPAIR AFTER CASUALTY

38.01 Determination to Reconstruct or Repair. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(1) Common Elements. If the damaged improvement is a Common Element other than a building, the damaged property shall be reconstructed and repaired, unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(2) Building.

(a) Partial Destruction. If the damaged improvement is a building, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated.

(b) Total Destruction. If the damaged improvement is to 8 or more buildings, and if no less than fifty percent of the units in each of the damaged buildings are found by the Board of Directors of the Association to be untenable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty the owners of seventy five (75%) percent of the Units agree in writing to such reconstruction or repair.

(3) Certificate. All persons may rely upon a certificate of the Association made by its President and Secretary or other authorized officer to determine whether or not the damaged property is to be reconstructed or repaired.

38.02 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building; or if not so in accordance, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is a building, by the owners of not less than seventy five (75%) percent of the Units, and by the owners of all damaged Units in the building, which approval shall not be unreasonably withheld.

38.03 Responsibility. If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty in all other instances the responsibility of the reconstruction and repair after casualty shall be that of the Association.



38.04 Estimate of Costs. Immediately after a determination to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association *shall* obtain reliable and detailed estimates of the cost to rebuild or repair.

38.05 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association or if at any time during reconstruction and repairs or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs.

### 39. OBLIGATIONS OF UNIT OWNERS

The use of the Condominium Property or Association Property shall be in accordance with the following provisions so long as the Condominium exists:

39.01 Each Unit Owner shall promptly pay the assessments levied by the Association.

39.02 In no event shall occupancy (except for occasional temporary occupancy of guests) exceed four (4) persons per Unit. Unless otherwise expressly set forth herein, under no circumstances may more than one (1) family reside in a Unit at one time. Families or words of similar import used herein shall be deemed to include spouses, parents, parents-in-laws, children and grandchildren and additionally, sharing arrangements for the occupancy of Units herein between family members are permitted, as well as other arrangements between two unrelated adults.

39.03 Parking spaces may be used only for the parking of passenger vehicles, which shall include passenger vans, sport utility vehicles, minivans and pickup trucks used by a Unit Owner or other resident as his or her primary personal transportation vehicle. Motorcycles, campers, recreational vehicles, commercial vehicles and non-passenger vans and pickup trucks shall be strictly prohibited. Repairs to vehicles shall not be made on *the* Condominium Property or Association Property. Additionally, the washing of any watercraft, trailers, and/or vehicles on the Condominium Property or Association Property shall be prohibited, except in areas that may be designated by the Association from time to time.

39.04 No nuisances shall be allowed upon the Condominium Property or Association Property nor any use or practice that is the *source* of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.

39.05 All parts of the Condominium Property shall be kept in a sanitary and clean condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

39.06 No electrical device creating unusual electrical overloading or interference with radio or TV sets of others may be used in the Units or Common Elements or on the Association Property without the permission of the Association.

39.07 All garbage must be placed in plastic bags and sealed before depositing said garbage directly into the dumpsters. Boxes or bulky containers must be broken and compacted before depositing same into dumpsters. The Unit owners shall deposit all garbage in the dumpsters or other trash collection facilities provided by the Association and shall be prohibited from placing private garbage cans on the Common Elements. Under no circumstances should any materials be stored on balconies or in the stairways.

39.08 No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or Association Property or any *part* of it; *and* responsibility for compliance with all valid laws, zoning ordinances and regulations of all governmental bodies for maintenance, modifications or repairs of the Condominium Property or Association. Property shall be the same as the responsibility for the maintenance and repair of the property concerned.

39.09 No Unit Owner shall show any sign, advertisement or notice of any type on the Common Elements or in his or her Unit so that the same may be seen on the Common Elements. There shall be no "for sale" or "for rent" signs in any form or size placed inside or outside of the windows of a Unit or attached to the curtains or blinds or any part of the interior or exterior of the Unit or on the Common Elements. The Association can post a sign for the purpose of Unit Owners selling their Units and said sign shall be erected in an area designated by the Association. This paragraph does not impose any restrictions on the Developer while there are unsold Units.

39.10 There shall not be any exterior antenna for either radio or TV, or for any broadcasting or receiving equipment, except as may be expressly permitted by applicable law.

39.11 Only Unit Owners may keep domestic pets in the Unit, subject to the following restrictions:

(1) Domestic pets shall include only two (2) cats or one (1) dog weighing no more than forty five (45) pounds, and birds no larger than a standard-sized cockatiel. Reptiles, fish, rodents and any other type of animal are expressly prohibited. There shall be no loud barking dogs, Rottweilers, German shepherds (except handicap assistance dogs), pit bulls, Doberman pinschers or any other ill-tempered breed of a similar hostile nature.

(2) Each Unit Owner or approved tenant in a Unit desiring to keep an animal in a Unit shall register such animal with the Association in accordance with a registration process developed by the Board of Directors of the Association. The Association shall maintain a roster of all animals registered. The Unit Owner in whose Unit the animal will be kept shall be responsible for the conduct of the animal and, at all times when an animal shall be kept on the Condominium Property, shall obtain and maintain, at the Unit Owner's expense, a liability insurance policy covering damage or injury caused by the animal while located on the Condominium Property, with the Association as an additional insured under such policy. The Unit Owner shall furnish the Association a certificate of insurance upon request. The minimum insurance coverage shall be in a reasonable amount established by the Association from time to time. Such insurance policy shall provide that it may not be cancelled by the insurer without at least thirty (30) days' notice to the Association. The failure to maintain such insurance coverage shall constitute a violation of the Declaration and valid basis for the Association to require immediate removal of the animal from the Condominium Property.

(3) If the weight of a dog is less than forty five pounds when the dog is registered with the Association, but thereafter the Association reasonably believes the dog's weight exceeds five pounds, the Association shall give the Unit Owner notice that it believes the dog's weight violates this Section. Within thirty (30) days after the date of such notice, the Unit Owner shall either remove the dog from the Condominium Property, or furnish the Association a certificate from a Florida licensed veterinarian dated after the date of the Association's notice stating to the then current weight of the dog. If the certificate indicates that the dog's weight exceeds-five pounds, then the Unit Owner shall immediately remove the dog from the Condominium Property. Failure of a Unit Owner to either furnish the certificate showing a permitted weight or remove the dog within the time provided shall constitute a violation of this Section.

(4) Birds shall be kept in a fully enclosed pen inside the Unit. No bird may be permitted outside the Unit at any time except when transporting the same to or from property outside the Condominium Property.

(5) The right to keep an animal on the Condominium Property is not absolute, but rather conditioned on the proper conduct of the animal. At all times when a dog or cat shall be on the Common Elements, such animal shall be under leash and under the direct control of a person. No dog or cat shall be permitted to run free on the Common Elements at any time. The Unit Owner of the Unit in which any animal is kept shall not permit the animal to create a nuisance or otherwise engage in conduct which is a source of annoyance to other residents of the Condominium Property. If the Unit is leased to an approved tenant keeping an animal, the tenant shall, jointly and severally with the Unit Owner, be responsible for the conduct of the animal. In the event an animal's conduct is the source of annoyance to other residents or the animal creates a nuisance, the Association shall have the right to require the permanent removal of the animal.

(6) No animal shall be kept, either permanently or temporarily on any Common Element walkway or within any Limited Common Element. No animal shall be permitted in the pool, on the pool deck, or in the Clubhouse.

(7) No more than two (2) cats or one (1) dog may be kept in any Unit at any time.

39.12 No Unit Owner shall place or install any colored, reflecting or solar material on any windows without written approval of the Association. All shades, venetian blinds, inside shutters or other inside window treatments facing the exterior of the building must be uniform and approved by the Association. Unit Owners shall not be allowed to make structural or appearance changes to the Unit including the placing of screens, jalousies, or other enclosures on balconies or other parts of the building without the express written approval of the Association.

39.13 No use of the Condominium Property or Association Property shall be made which violates any of the terms and conditions contained herein or that violates any laws, ordinances and regulations of any governmental body having jurisdiction thereof.

39.14 A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his or her wrongful act, negligence or omission, or by that of any member of his or her family or his or her or their guests, employees, agents, lessees or tenants.

39.15 No rugs or mops shall be shaken or hung from or on any of the windows, doors, deck railings or balconies. No clothes, sheets, blankets, towels, bathing suits, laundry or any other kind of articles shall be hung out of a Unit or exposed on the Common Elements; provided, however, pursuant to Section 718.113(4), FS, any unit owner may display one portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful way portable, removable official flags, not larger than 4 feet by 6 feet (that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard) regardless of any declaration rules or requirements dealing with flags or decorations.

39.16 No grills or smokers of any kind shall be allowed in any Unit or on any of the walkways or balconies outside the Units. The Association may provide grills for use by the residents on the Common Elements and the Association may designate the locations for which such grills may be used. No other grills, smokers or other similar cooking devices may be used on the Condominium Property.

39.17 Each Unit Owner shall permit the Board of Directors of the Association, or any of them or the agents and employees of the Association, to enter the owner's Unit for the purpose of maintenance, inspection, repair and replacement of improvements made in accordance with the requirements of this Declaration.

39.18 Unit Owners may not place plantings or furniture of any kind on the Common Element.

39.19 Unit Owners may not place plantings or furniture of any kind on the Limited Elements, including, but not limited to the balconies, except for the style, type and color of the table and chairs initially furnished by the Developer. Any replacement of the table and/or chairs or change in the style, type or color thereof must receive the prior written approval of the Association.

39.20 Prior to installation of any hard surface floor covering, the Unit Owners must install a sound transfer resistant board, sound barrier or other material approved by the Association on all floor surfaces which are not covered by wall to wall carpet.

#### 40. MISCELLANEOUS

40.01 Whenever notices are required to be sent hereunder, the same shall be sent to the Unit Owners by regular or overnight mail, at their last known address. It shall be the Unit Owners responsibility to notify the Association of any change in address, and until the Association shall receive notice of such change, the Association shall use that address on its books, and mailing to that address shall be deemed proper mailing. Notices to the Association shall be delivered by regular mail to the Association at its office, or in care of its duly authorized management agent. All notices shall be deemed and considered sent when mailed. Any party may change his or her or its mailing address by written notice. Where a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address which the Developer initially identifies for that purpose, and thereafter as one or more of the owners shall so advise in writing, or if no address is given, or if the owners of the unit do not agree, to the address provided on the deed of record.

40.02 Each Unit Owner and the Association shall be governed by and shall comply with the Condominium Act and this Declaration and Bylaws as they exist from time to time. Failure to do so shall entitle the Association or any 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. Such relief shall not be exclusive of other remedies provided by law.

40.03 The captions used in this Declaration of Condominium and exhibits annexed hereto are only as a matter of convenience and shall not be relied upon and/or used in constructing the effect or meaning of the text of this Declaration or exhibits thereto.

40.04 No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

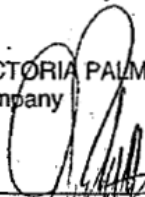
40.05 Should any dispute or litigation arising between any of the parties whose rights or duties are affected or determined by this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant hereto, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

40.06 Notwithstanding the fact that the present provisions of the Condominium Act of the State of Florida are incorporated by reference and included herein, the provisions of this Declaration and exhibits attached hereto shall be paramount to the Condominium Act as to those provisions where permissive variance are permitted; otherwise, the provisions of said Condominium Act shall prevail and shall be deemed incorporated therein.

40.07 This Declaration and all exhibits hereto shall be binding upon and inure to the benefit of each Unit Owner, his or her heirs, personal representatives, successors, assigns, and grantees.


IN WITNESS WHEREOF, VICTORIA PALMS, LLC, a Florida limited liability company, has caused these presents to be signed in its name this 16th day of March, 2005.

VICTORIA PALMS, LLC, a Florida limited liability company

By:   
Jeffrey J. Ricketts, President

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing was acknowledged before me this 16th day of March, 2005, by Jeffrey J. Ricketts, the Managing Member of VICTORIA PALMS, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or produced N/A as identification.

  
NOTARY PUBLIC  
My Commission Expires:

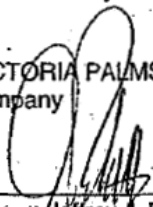


JOINDER BY ASSOCIATION

VICTORIA PALMS OF DUNEDIN CONDOMINIUM ASSOCIATION, INC., a Florida not for profit Corporation, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and the exhibits attached hereto.

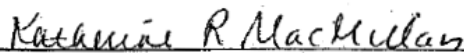
IN WITNESS WHEREOF, VICTORIA PALMS, LLC, a Florida limited liability company, has caused these presents to be signed in its name this 16th day of March, 2005.

VICTORIA PALMS, LLC, a Florida limited liability company

By:   
Jeffrey J. Ricketts, President

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing was acknowledged before me this 16th day of March, 2005, by Jeffrey J. Ricketts, the Managing Member of VICTORIA PALMS, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or produced N/A as identification.

  
NOTARY PUBLIC  
My Commission Expires:



MORTGAGEE'S CONSENT AND SUBORDINATION

Century BANK,FSB., as Mortgagee, has made a loan in favor of VICTORIA PALMS, L.L.C., a Florida limited liability company and is the owner and holder of that certain Mortgage & Security Agreement recorded in Official Records Book 14121, at Page 1196 (the "Mortgage"); an Assignment and Pledge of Leases, Contracts, Rents and Profits recorded in Official Records Book 14121, at Page 1207 (the "Assignment"), and a UCC Financing Statement recorded in Official Records Book 14121 at Page 1213 (the "UCC"), all being recorded in the Public Records of Pinellas County, Florida. The Mortgage, the Assignment, and the UCC are collectively referred to herein as the "Loan Documents") The Loan Documents encumber the "Property", as defined in the foregoing Declaration of Condominium of VICTORIA PALMS, A CONDOMINIUM to be recorded in the Public. Records of Pinellas County, Florida (the "Declaration"). Mortgagee does hereby consent to the recording of a subordinates its interests under the aforesaid Loan Documents to the Declaration.

IN WITNESS WHEREOF, CENTURY BANK FSB, has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this day of , 2005.

Witness:

CENTURY BANK FSB

Printed Name:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, of CENTURY BANK FSB, on behalf of the Corporation. He/She is personally known to me or produced identification.

NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

**EXHIBIT A**  
**TO**  
**DECLARATION OF CONDOMINIUM**  
**OF**  
**VICTORIA PALMS, A CONDOMINIUM**  
**LEGAL DESCRIPTION**



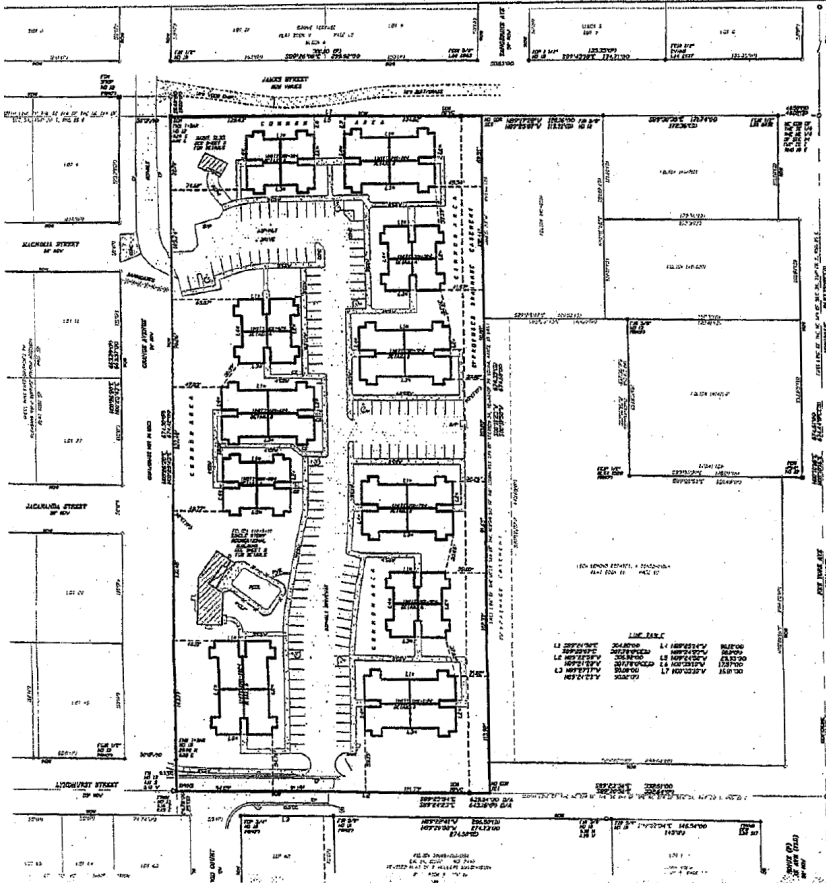
## **EXHIBIT "A"**

The West 3/4 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 34, Township 28 South, Range 15 East, Pinellas County, Florida, less rights-of-way and LESS that part contained in Pleasant View Terrace Fourth Addition, recorded in Plat Book 52, Page 80, of the public records of Pinellas County, Florida.

**EXHIBIT B  
TO  
DECLARATION OF CONDOMINIUM  
OF  
VICTORIA PALMS, A CONDOMINIUM**

PLOT PLAN, SURVEY, FLOOR PLANS  
AND GRAPHIC DESCRIPTION OF IMPROVEMENTS





**VICTORIA PALMS**  
*A CONDOMINIUM*  
 SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST  
 CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA  
 700 LYNDBURST STREET  
 DUNEDIN, FLORIDA 34608  
 PARCEL # 34/28/16/00000/140/0400

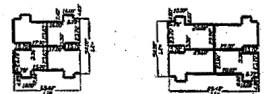
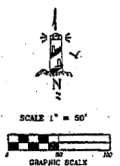


FIG. 1. UNIT 101 FLOOR PLAN. FIG. 2. UNIT 102 FLOOR PLAN.

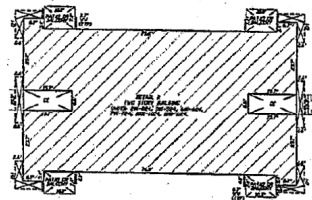
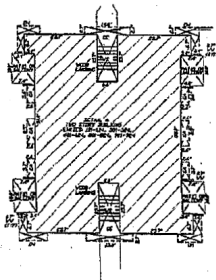
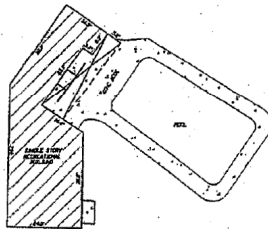
**UNIT 101**

101-101	101-102
101-103	101-104
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101-197	101-198
101-199	101-200

**AYUSO SURVEYING, INC.**  
 PROFESSIONAL SURVEYOR'S & MAPPER'S 13 #7101  
 3851 68th AVENUE NORTH SUITE J  
 PINELLAS PARK, FLORIDA 33761  
 727-688-0898 OR 888-1636, FAX 727-688-2688  
 E-MAIL: AYUSOSURVEYING@YAHOO.COM

# VICTORIA PALMS, A CONDOMINIUM

SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST,  
CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA



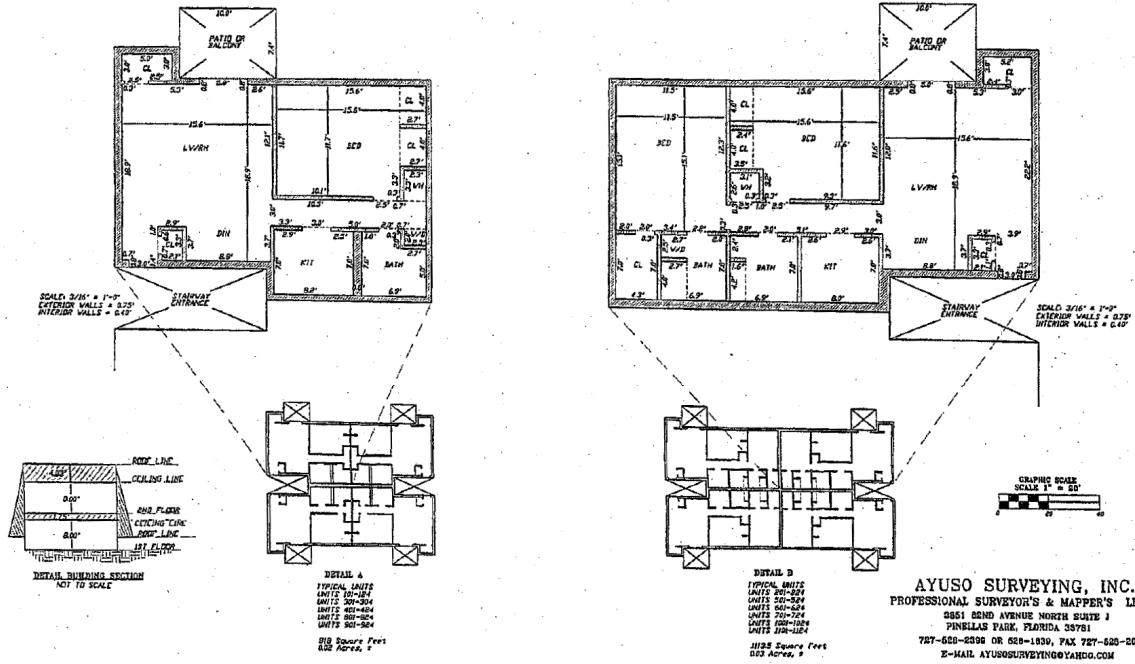
SEE PLAN  
NOT TO SCALE

AYUSO SURVEYING, INC.  
PROFESSIONAL SURVEYOR'S & MAPPER'S LB #7101  
3351 62ND AVENUE NORTH SUITE 1  
PINELLAS PARK, FLORIDA 33761  
727-560-2269 OR 528-1859, FAX 727-520-2038  
E-MAIL: AYUSOSURVEYING@YAHOO.COM



# VICTORIA PALMS, A CONDOMINIUM

SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST,  
CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA



**EXHIBIT C  
TO  
DECLARATION OF CONDOMINIUM  
OF  
VICTORIA PALMS, A CONDOMINIUM**

ARTICLES OF INCORPORATION  
OF  
VICTORIA PALMS OF DUNEDIN CONDOMINIUM ASSOCIATION, INC.