

4 11 9 1 1 6  
RECORDED  
FILED FOR RECORD  
1976

DECLARATION OF CONDOMINIUM

FEB 23 11 07 AM '76

KNOW ALL MEN BY THESE PRESENTS:

THAT SOUTHERN REALTY EQUITIES, INC., a corporation organized and existing under the laws of the State of Georgia, (hereinafter referred to as "Developer") does hereby establish this Declaration of Condominium as and for the plan of condominium ownership for the lands and improvements herein described.

PO BOX 1192  
Pasco, Fla.

Dated  
12/23/75

ARTICLE I

ESTABLISHMENT OF CONDOMINIUM

Developer is the owner of the fee simple title to that certain real property situate, lying and being in the County of Pasco, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Developer does hereby submit the property described in Exhibit "A" attached hereto and improvements to Condominium Ownership and thereby declares the same to be a condominium to be known and identified as:

SEA CASTLE, a Condominium  
(hereinafter referred to as "Condominium")

ARTICLE II

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Annexed hereto and expressly made a part hereof as Exhibit "B" consisting of 12 pages, is a survey of the land and graphic description of the plot plan and of the improvements constituting the Condominium identifying the Apartments, Common Elements and Limited Common Elements, as said terms are hereinafter defined, and their respective locations and approximate dimensions. Each Apartment is identified by specific numbers on said Exhibit "B" and no Apartment bears the same designation as any other Apartment. Similarly, each area constituting Limited Common Elements is identified by specific designation on said Exhibit "B" and no area constituting a part of said Limited Common Elements bears the same designation as any other area.

ARTICLE III

APARTMENTS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

The Condominium consists of Apartments, Common Elements and Limited Common Elements, as said terms are hereinafter defined.

(A) Apartments, as the term is used herein shall mean and comprise the one hundred and four (104) separate and numbered Apartments which are designated in Exhibit "B" to this Declaration of Condominium, but excluding all spaces and improvements lying below the undecorated and/or unfinished inner surfaces of the perimeter walls and floors and above the undecorated and/or unfinished inner surfaces of the ceilings of each Apartment, and further excluding all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls, floors, and/

0191-828-1610

or bearing partitions and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to any other Apartments or Common Elements.

(B) Common Elements, as the term is used herein, shall mean and comprise all of the real property, improvements and facilities of the Condominium other than the Apartments as same are hereinafter defined. Common Elements shall include easements through Apartments for all conduits, pipes, ducts, plumbing, wiring and all other facilities for the furnishing of utility services to Apartments and Common Elements, and easements for support in every portion of an Apartment which contributes to the support of the improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all Apartments.

(C) Limited Common Elements, as the term is used herein, shall mean and comprise that portion of the Common Elements consisting of separate and designated areas, including, but not limited to, covered parking spaces numbered 1 through 41 (excluding numbers 19 and 21) which may be assigned by deed or separate assignment, to owners of Apartments, storage lockers assigned as an appurtenance to each Apartment, which lockers bear the same number as the Apartment to which they are appurtenant, those certain unassigned storage lockers numbered 1 through 35 which may be assigned to Apartment owners by deed or by separate assignment, and balconies contiguous to and having access from individual Apartments, all are specifically identified in Exhibit "B" hereto attached. Balconies are identified by the designation "BA" in said exhibit. No owner of any Apartment shall have the right to use or enter upon or in any Limited Common Element appurtenant to another Apartment.

#### ARTICLE IV

##### OWNERSHIP OF APARTMENTS AND APPURTENANT INTEREST IN COMMON PROPERTY

The owner or owners of each said Apartment shall own, as an appurtenance to the ownership of each said Apartment, an undivided interest in the Common Elements, the undivided interest appurtenant to each said Apartment being that which is hereinafter specifically assigned thereto.

The percentage of undivided interest in the Common Elements assigned to each Apartment shall not be changed except with the unanimous consent of all the owners of all the Apartments and their respective mortgagees, except as provided in Article XXXVII, below.

#### ARTICLE V

##### RESTRICTION AGAINST FURTHER SUBDIVIDING OF APARTMENTS AND SEPARATE CONVEYANCE OF APPURTENANT COMMON PROPERTY, ETC.

No Apartment may be divided or subdivided into a smaller Apartment or small Apartments than as shown on Exhibit "B" attached hereto, except as provided in Article XXXVII, below. The undivided interest in the Common Elements declared or to be an appurtenance to each Apartment shall not be conveyed, devised, encumbered or otherwise dealt with separately from said Apartment, and the undivided interest in the Common Elements and the Limited Common Elements appurtenant to each Apartment shall be deemed conveyed, devised, encumbered or otherwise included with the Apartment, even though such undivided interest and Limited Common Elements are not expressly mentioned or described in the instrument conveying, devising, encumber-

ing or otherwise dealing with such Apartments. Any conveyance, mortgage or other instrument which purports to affect the conveyance, devise or encumbrance, or which purports to grant any right, interest or lien in, to or upon an Apartment, shall be null, void and of no effect insofar as the same purports to affect any interest in an Apartment and its appurtenant undivided interest in Common Elements and its rights in its appurtenant Limited Common Elements, unless the same purports to convey, devise, encumber or otherwise trade or deal with the entire Apartment. Any instrument conveying, devising, encumbering or otherwise dealing with any Apartment which describes said Apartments by the Apartment number assigned thereto in Exhibit "B" without limitation or exception, shall be deemed and construed to affect the entire Apartment and its appurtenant undivided interest in the Common Elements and its appurtenant Limited Common Elements. Nothing herein contained shall be construed as limited or preventing ownership of any Apartment and its appurtenant undivided interest in the Common Elements by more than one person or entity as tenants in common, joint tenants, or as tenants by the entirety.

#### ARTICLE VI

#### CONDOMINIUM

The Apartments, Common Elements and Limited Common Elements shall be and the same are hereby declared to be subject to the restrictions, easements, conditions and covenants prescribed and established herein governing the use of said Apartments, Common Elements and Limited Common Elements, and setting forth the obligations and responsibilities incident to ownership of each Apartment and its appurtenant undivided interest in the Common Elements and/or its appurtenant right to use any Limited Common Elements, and said Apartments, Common Elements and Limited Common Elements are further declared to be subject to the restrictions, easements, mortgages, conditions and limitations now of record affecting the land and improvements of the Condominium.

#### ARTICLE VII

#### RESTRAINT UPON SEPARATION AND PARTITION OF COMMON PROPERTY

AT  
DEC

Recognizing that the proper use of an Apartment by any owner or owners is dependent upon the use and enjoyment of the Common Elements in common with the owners of all other Apartments and that it is in the interest of all owners of Apartments that the ownership of the Common Elements be retained in common by the owners of Apartments in the Condominium, it is declared that the percentage of the undivided interest in the Common Elements appurtenant to each Apartment shall remain undivided and no owner of any Apartment shall bring or have any right to bring any action for partition or division.

#### ARTICLE VIII

#### PERPETUAL NON-EXCLUSIVE EASEMENT IN COMMON ELEMENTS

The Common Elements, except the Limited Common Elements, shall be, and the same hereby are declared to be subject to a perpetual non-exclusive easement which said easement is hereby created, in favor of all of the owners of Apartments in the Condominium for their use and for the use of their immediate families, guests and invitees, for all proper and normal purposes, including, but not limited to, ingress and egress, and for the furnishing of services and facilities for which the same are reasonably intended.

Notwithstanding anything above provided in this article, the S.C. Association, Inc., hereinafter identified, shall have the right to establish the rules and regulations governing the use and enjoyment of all Common Elements and pursuant to which the owner or owners of any Apartment may be entitled to the exclusive use of any area or space or spaces.

ARTICLE IX

EASEMENT

In the event any Apartment shall encroach upon any Common Element for any reason not caused by the purposeful or negligent act of the Apartment owner or owners, or agent of such owner or owners, then an easement appurtenant to such Apartment shall exist for the continuance of such encroachment upon the Common Elements for so long as such encroachment shall naturally exist; and, in the event that any portion of the Common Elements shall encroach upon any Apartment, then an easement shall exist for the continuance of such encroachment of the Common Elements into any Apartment for so long as such encroachment shall naturally exist. Easements are reserved through the Condominium property as may be required for utility services in order to serve the Condominium adequately; provided, however, such easements through an Apartment shall be only according to the plans and specifications for the Apartment building, or as the Apartment is constructed, unless approved in writing by the Apartment owner.

Further, until such time as Developer has completed all of the contemplated improvements and sold all of the Apartments contained within the Condominium property, easements, including, but not limited to, easements for ingress and egress, are hereby reserved and shall exist through and over the Conominium property as may be required by Developer for the completion of the contemplated improvements in the sale of said Apartments. Neither the Apartment owners nor the Association, as hereinafter defined, nor their use of the Condominium property, shall interfere in any way with such completion and sale.

ARTICLE X

PERCENTAGE OF UNDIVIDED INTEREST IN  
COMMON ELEMENTS APPURTENANT TO EACH APARTMENT

The undivided interest in Common Elements appurtenant to each Apartment, shall be as follows:

<u>Type of Unit</u>	<u>Apartment Numbers</u>				<u>Percentage</u>	<u>Number of Units</u>	<u>Percentage Per Type of Unit</u>
A (1-Bedroom, 1-Bath)	208	308	408	508	.70858	8	5.66864
	608	708	808	908			
B (1-Bedroom, 1-Bath)	201	301	401	501	.72242	16	11.55872
	209	304	409	509			
	601	701	801	901			
	609	709	809	909			
C (1-Bedroom, 1-Bath)	202	303	402	502	.73589	16	11.77424
	210	310	410	510			
	602	702	802	902			
	610	710	810	910			

<u>Type of Unit</u>	<u>Apartment Numbers</u>				<u>Percentage</u>	<u>Number of Units</u>	<u>Per Type of Unit</u>
D							
(2-Bedroom, 2-Bath)	203	204	205	206	.99434	48	47.72832
	211	212	303	304			
	305	306	311	312			
	403	404	405	406			
	411	412	503	504			
	505	506	511	512			
	603	604	605	606			
	611	612	703	704			
	705	706	711	712			
	803	804	805	806			
	811	812	903	904			
905	906	911	912				
E							
(3-Bedroom, 2-Bath)	207	307	407	507	1.45438	16	23.27008
	214	314	414	514			
	607	707	807	907			
	614	714	814	914			

Likewise, each Apartment shall have appurtenant thereto the same undivided interest in and to the Limited Common Elements, subject, however, to the exclusive right of use of the Limited Common Elements, which are appurtenant as an appurtenance to a particular Apartment.

#### ARTICLE XI

##### EASEMENT FOR AIR SPACE

The owner of each Apartment shall have an exclusive easement for the use of the air space occupied by said Apartment as it exists at any particular time and as said Apartment may lawfully be altered or reconstructed from time to time which easement shall be terminated automatically in any air space which is vacated from time to time.

#### ARTICLE XII

##### ADMINISTRATION OF CONDOMINIUM BY ASSOCIATION

In order to provide for the efficient and effective administration of the Condominium by the owners of Apartments, ~~a non-profit corporation~~ known and designated as THE CASTLE COUNCIL, INC. (~~hereinafter referred to as~~ "Association") has been organized, and said corporation shall administer the operation and management of the Condominium, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, and in accordance with the terms of the Articles of Incorporation of the Association, its By-Laws and the Rules and Regulations promulgated by the Association from time to time. A true copy of said Articles of Incorporation and By-Laws are annexed hereto and expressly made a part hereof as Exhibits "C" and "D", respectively. The owner or owners of each Apartment shall automatically become members of the Association upon his, their or its acquisition of any ownership interest in title to any Apartment and its appurtenant undivided interest in Common Elements and Limited Common Elements, and membership of each owner or owners shall terminate automatically upon such owner or owners being divested of such ownership interest in the title to such Apartment, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any Apartment shall be entitled, by virtue of such lien, mortgage or other encumbrance, to membership in the Association, or to any of the rights or privileges of such membership in the Association. In the administration of the operation and management of the Condominium, the Association shall have and is hereby granted the authority and

levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the Apartments, Common Elements and Limited Common Elements, as a Board of Directors of the Association may deem to be in the best interest of the Condominium.

### ARTICLE XIII

#### RESIDENTIAL USE RESTRICTIONS APPLICABLE TO APARTMENTS

AT  
DEC

Each Apartment is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and invitees. No owner or owners of any Apartment shall lease or rent his Apartment for a period of less than 90 days nor permit use of the same for transient hotel or commercial purposes; provided, however, that so long as the Developer shall retain interest in the Condominium, it may utilize an Apartment or Apartments of its choice from time to time, for a sales office, model, prototype, or other usage for the purpose of selling Apartments in said Condominium. Still further the Developer may assign his commercial usage right to such other persons or entities as it may choose; provided, however, that when all Apartments in the Condominium have been sold, this Developer's right to commercial usage shall immediately cease.

### ARTICLE XIV

#### USE OF APARTMENTS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS SUBJECT TO RULES OF ASSOCIATION

The use of Common Elements by the owner or owners of any Apartments and all other parties authorized to use the same, and the use of all Apartments and the Limited Common Elements by the owner or owners entitled to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established governing such use, or which may hereafter be prescribed and established by the Association.

### ARTICLE XV

#### THE CONDOMINIUM TO BE USED FOR LAWFUL PURPOSES, RESTRICTIONS AGAINST NUISANCE, ETC.

No immoral, improper, offensive or unlawful use shall be made of any Apartment or of the Common Elements, or of the Limited Common Elements, nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Condominium shall be observed. No owner of any Apartment shall permit or suffer anything to be done or kept in his Apartment, or on the Common Elements or on the Limited Common Elements, which will increase the rate of insurance on the Condominium, or which will obstruct or interfere with the rights of other owners or occupants of other Apartments, or annoy them by unreasonable noises, nor shall any such owner undertake any use or practice which shall create and constitute a nuisance to any other owner of an Apartment or which interferes with the peaceful possession and proper use of any other Apartment, or the Common Elements, or the Limited Common Elements.

### ARTICLE XVI

#### RIGHT OF ENTRY INTO APARTMENT UNIT IN EMERGENCY

In case of any emergency originating in or threatening any Apartment, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or Managing Agent shall have the right to enter such Apartment for the purpose of remedying or

abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each Apartment, if required by the Association, shall deposit under the control of the Association, a key to such Apartment.

## ARTICLE XVII

### RIGHT OF ENTRY FOR MAINTENANCE OF COMMON PROPERTY

Whenever it is necessary to enter any Apartment for the purpose of performing any maintenance, alteration or repair to any portion of the Common Elements, or to go upon any Limited Common Element for such purpose, the owner of each Apartment shall permit other owners or their representatives, or the duly constituted and authorized Agent of the Association, to enter such Apartment, or to go upon the Limited Common Elements, constituting an appurtenance to any such Apartment, for such purposes, provided that such entry shall be made only at reasonable times and with reasonable advance notice, subject to the provisions of Article XVI.

## ARTICLE XVIII

### LIMITATION UPON RIGHT OF OWNERS TO ALTER AND MODIFY APARTMENTS

No owner of an Apartment shall permit there to be any structural modifications or alterations in such Apartment without first obtaining the written consent of the Association which consent may be withheld in the event that a majority of the Board of Directors of said Corporation determine in their sole discretion that such structural modifications or alterations would adversely affect or in any manner be detrimental to the Condominium in part or in its entirety. No modification or alteration shall be permitted which would cause any increase in any insurance premiums paid by the Association. If the modification or alteration desired by the owner of any Apartment involves the removal of any permanent interior partition, the Association shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition, and so long as the removal thereof would in no manner affect or interfere with the provision of utility services constituting Common Elements located therein. No owner shall cause any improvements or changes to be made to the exterior of the Apartment or any Limited Common Elements, including painting or other decoration, or the installation of electrical wiring, television antenna, machines or air conditioning units, which may protrude through the walls or roof of the Condominium or in any manner change the appearance of any portion of the building not within the walls of such Apartment, without the written consent of the Association being first had and obtained. ~~Nothing contained herein shall limit, or be construed to limit, the rights of the Developer contained in Article XXXVII, below.~~ *Amended.*

## ARTICLE XIX

### RIGHT OF ASSOCIATION TO ALTER AND IMPROVE COMMON ELEMENTS AND ASSESSMENT THEREFOR

Association shall have the right to make or cause to be made such alterations or improvements to the existing Common Elements provided the making of such alterations and improvements are approved by the Board of Directors of said Association and the cost of such alterations or improvements shall be assessed as common expense to be assessed and collected from all of the owners of Apartments subject to assessments as hereinafter set forth.

Except as provided above, after completion of the improve-

AT  
DEC

REC-828-1616

ments including the Common Elements contemplated in this Declaration, there shall be no increase or further improvement of the Common Elements without prior approval in writing by not less than seventy-five (75%) percent of the Apartment owners, except as provided in the By-Laws.

## ARTICLE XX

### MAINTENANCE AND REPAIR BY OWNERS

AT  
DEL

Every owner must keep and maintain his Apartment, its equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within his Apartment, which, if omitted, would affect the Condominium or any portion thereof, being expressly responsible for the damages and liabilities which his failure to do so may engender. Notwithstanding anything contained in this Declaration, the owner of each Apartment shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all windows and screens, screen enclosures, and exterior doors, door frames and hardware, including sliding glass doors and all air conditioning and heating equipment, stoves, refrigerators, fans and other appliances and equipment, and which may now or hereafter be situated in his Apartment. Such owner shall further be responsible and liable for maintenance, repair and replacement of all non-supporting walls and partitions, and any and all wall, ceiling, and floor exterior surfaces, painting, decorating and furnishing, and all other accessories which such owner may desire to place or maintain in his Apartment. Such owner shall be responsible for cleaning the interior of his assigned storage locker, or lockers and the balcony contiguous to his Apartment. Owner shall only be responsible for repair of said items if damage is due to owner's negligence or misconduct. Whenever the maintenance, repair and replacement of any items for which the owner of an Apartment is obligated to maintain, repair or replace at his own expense, is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association, or the Insurance Trust hereinafter designated, shall be used for the purpose of making such maintenance, repair or replacement, except that the owner of such Apartment shall be, in such instance, required to pay such portion of the cost of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

In the event the Association shall receive one or more complaints alleging failure by an owner to maintain or repair his Apartment, or if such failure to maintain or repair said Apartment shall become apparent from outside said Apartment, the Association may enter into any Apartment upon reasonable notice and during reasonable hours to inspect any Apartment and make any repairs or maintenance which is the responsibility of the Apartment owner and which said Apartment owner has failed to make. All costs of such repair shall be assessed to the particular Apartment owner as a special assessment, and can be collected in the same manner as any other assessment.

## ARTICLE XXI

### MAINTENANCE AND REPAIR OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS BY ASSOCIATION

Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the Common Elements and Limited Common Elements, except as expressly provided in Article XX hereof; the Association shall maintain, repair and



replace all portions of an Apartment contributing to the support of the apartment building, which portion shall include but not be limited to the outside walls of the apartment building, its exterior boundary walls, roofs, concrete slabs and foundations, load bearing columns and load bearing walls, including all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portion of the apartment building maintained by the Association; and all such facilities contained within an Apartment which services other parts of the Condominium property other than the Apartment within which contained.

Should any incidental damage be caused to any Apartment by virtue of any work which may be done or caused to be done by Association in the maintenance, repair or replacement of any Common Elements, the Association shall, at its expense, repair such incidental damage.

#### ARTICLE XXII

##### PERSONAL LIABILITY AND RISK OF LOSS OF OWNER OF APARTMENT AND SEPARATE INSURANCE COVERAGE, ETC.

The owner of each Apartment may, at his own expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects and other personal property belonging to such owner, and may, at his own expense and option, obtain insurance coverage against personal liability for injury to the person or property of another while within such owner's Apartment, or upon the Common Elements, or Limited Common Elements. All such insurance obtained by the owner of each Apartment shall, wherever such provision shall be available, provide that the insurer waives its right of subrogation as to any claims against other owners of Apartments, Association, and the respective servants, agents and guests of said other owners and Association. Risk of loss or damage to any furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings and personal property constituting a portion of the Common Elements) belonging to or carried on the person of the owner of each Apartment, or which may be stored in any Apartment, or in, to or upon Common Elements or Limited Common Elements shall be borne by the owner of each such Apartment. All furniture, furnishings and personal property constituting a portion of the Common Elements and held for the joint use and benefit of all owners of all Apartments shall be covered by such insurance as shall be maintained in force and effect by Association as hereinafter provided. The owner of an Apartment shall have no personal liability for any damage caused by the Association. The owner of an Apartment shall be liable for injuries or damages resulting from an accident in his own Apartment to the same extent and degree that the owner of a house shall be liable for an accident occurring within the house.

#### ARTICLE XXIII

##### INSURANCE COVERAGE TO BE MAINTAINED BY ASSOCIATION; INSURANCE TRUSTEE, APPOINTMENT AND DUTIES; USE AND DISTRIBUTION OF INSURANCE PROCEEDS, ETC.

The following insurance coverage shall be maintained in full force and effect ~~by the Association~~ covering the Condominium, meaning the Apartments, Common Elements and Limited Common Elements, and the operation and management thereof, to-wit:

(A) ~~Casualty insurance covering~~ all of the Apartments, Common Elements and Limited Common Elements in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier, each coverage to afford protection against

REC 828 1618

~~(i) loss or damage by fire or other hazards covered by the standard extended coverage or other perils including windstorm endorsement~~ and (ii) such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use to the Condominium, including vandalism, malicious mischief, sprinkler damage, water and flood damage and such other insurance coverages as and to the extent available, which may from time to time be deemed by the Board of Directors of the Association to be necessary and proper and in the best interests of the Association and the owners therein;

(B) Public liability and property damage insurance in such amounts and in such form as shall be required by the Association to protect said Association and the owners of all Apartments, including such insurance coverage as, and to the extent available, which may from time to time be deemed by the Board of Directors of the Association to be necessary and proper and in the best interests of the Association and the owners therein;

(C) Workmen's Compensation insurance to meet the requirements of law;

(D) Such other insurance coverage, other than title insurance, as the Board of Directors of the Association, in its sole discretion, may determine from time to time to be in the best interests of the Association and the owners of all of the Apartments.

All liability insurance maintained by the Association shall contain cross-liability endorsements to cover liability of all owners of Apartments as a group to each Apartment owner.

All insurance coverage authorized to be purchased shall be purchased by the Association for itself and for the benefit of all of the owners of all Apartments. The cost of obtaining the insurance coverage authorized above is declared to be a common expense, as are any other fees and expenses incurred which may be necessary or incidental to carry out the provisions hereof.

All policies of casualty insurance covering the Condominium shall provide for the insurance proceeds covering any loss to be payable to the Insurance Trustee named as hereinafter provided, or to its successor, and the insurance proceeds from any casualty loss shall be held for the use and benefit of the Association and all of the owners of all Apartments, and their respective mortgagees, as their interests may appear, and such insurance proceeds shall be applied or distributed in the manner herein provided. The Association is hereby declared to be and appointed as Authorized Agent for all of the owners of all Apartments for the purpose of negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of casualty insurance, and is granted full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

The company or companies with which casualty insurance may be placed shall be selected by the Association, and all parties

beneficially interested in such insurance coverage shall be bound by such selection of insurance company or companies made by the Association.

The Association shall have the right to designate the Insurance Trustee, and enter into appropriate agreements with said Insurance Trustee, and all parties beneficially interested in such insurance shall be bound thereby.

The Insurance Trustee shall be a banking institution having trust powers and doing business in the State of Florida. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal of any policy or policies of casualty insurance, nor for the sufficiency of coverage, nor for the form or content of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold same in trust for the purposes herein stated, and for the benefit of the Association and the owners of all Apartments, and their respective mortgagees, such insurance proceeds to be disbursed and paid by the Insurance Trustee as hereinafter provided. The Association, as a common expense, shall pay a reasonable fee to said Insurance Trustee for its services rendered hereunder, and shall pay such costs and expenses as said Insurance Trustee may incur in the performance of any duties and obligations imposed upon it hereunder. Said Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then for only such money which comes into the possession of said Insurance Trustee. Whenever the Insurance Trustee may be required to make distribution of insurance proceeds to owners of Apartments and their mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a Certificate of the President or Vice President and Secretary or Assistant Secretary of the Association, executed under oath, and which Certificate will be provided to said Insurance Trustee upon request of said Insurance Trustee made to the Association, such Certificate to certify unto said Insurance Trustee the name or names of the owners of each Apartment, the name or names of the mortgagee or mortgagees who may hold a mortgage or mortgages encumbering each Apartment, and the respective percentages of any distribution which may be required to be made to the owner or owners of any Apartment or Apartments, and his or their respective mortgagee or mortgagees, as their respective interests may appear. Where any insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder or holders of any mortgage or mortgages encumbering an Apartment shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of any mortgage or mortgages, unless such insurance proceeds represent a distribution to the owner or owners of any Apartment or Apartments, and their respective mortgagees, after such insurance proceeds have been first applied to repair, replace or reconstruction of any loss or damage, or unless such casualty or insurance proceeds are authorized to be distributed to the owner or owners of any Apartment or Apartments and their respective mortgagee or mortgagees by reason of loss of or damage to personal property constituting a part of Common Elements and as to which a determination is made

828 828 828

not to repair, replace or restore such personal property.

In the event of loss of or damage only to Common Elements, real or personal and/or Limited Common Elements, which loss or damage is covered by casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of such Common Elements and/or Limited Common Elements, then such excess insurance proceeds shall be paid by the Insurance Trustee to the owners of all of the Apartments and their respective mortgagees, irrespective of whether there may be exclusive right to use an area constituting a Limited Common Element appurtenant to any such Apartments, the distribution to be separately made to the owner of each Apartment and his respective mortgagee or mortgagees as their interests may appear, in such proportion that the share of such insurance proceeds paid to the owner of each Apartment and his said mortgagee or mortgagees, if any, shall bear the same ratio to the total excess insurance proceeds as does the undivided interest in Common Elements appurtenant to each Apartment bear to the total undivided interest in Common Elements appurtenant to all Apartments. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for repairs, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be sufficient, then the Association shall deposit with the Insurance Trustee a sum which, together with the insurance proceeds received or to be received, will enable said Insurance Trustee to completely pay for the repair, replacement or reconstruction of any loss or damage as the case may be. The monies to be deposited by the Association with the Insurance Trustee, in said latter event may be paid by the Association out of its Reserve for Replacement Fund, and if the amount in such Reserve for Replacement Fund is not sufficient, then the Association shall levy and collect an assessment against the owners of all Apartments and said Apartments in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction without regard to the existence of any exclusive right to use any area constituting Limited Common Elements, which may be an appurtenance to said Apartments.

In the event of the loss or damage to Common Elements, Limited Common Elements, and any Apartment or Apartments, which loss or damage is covered by the casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be first applied to the repair, replacement or reconstruction, as the case may be, of Common Elements, real or personal, and Limited Common Elements, and then any remaining insurance proceeds shall be applied to the repair, replacement or reconstruction of any Apartment or Apartments which may have sustained any loss or damage so covered. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of the Common Elements and Limited Common Elements and the Apartment or Apartments, sustaining any loss or damage, then such excess insurance proceeds shall be paid and distributed by the Insurance Trustee to the owners of all Apartments and to their mortgagee or mortgagees, as their respective interests may appear, such distribution

to be made in the manner and in the proportions as are provided hereinbefore. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then the Board of Directors of the Association shall, based upon reliable and detailed estimates obtained by it from competent and qualified parties, determine and allocate the cost of repair, replacement or reconstruction between the Common Elements and Limited Common Elements and the Apartment or Apartments sustaining any loss or damage. If the proceeds of said casualty insurance are sufficient to pay for the repair, replacement or reconstruction of any loss or damage to Common Elements and Limited Common Elements, but should the same not be sufficient to repair, replace or reconstruct any loss or damage to any Apartment or Apartments, then the Association shall levy and collect an assessment from the owner or owners of the Apartment or Apartments sustaining any loss or damage, and the assessment so collected from the said owner or owners shall be deposited with said Insurance Trustee so that the sum on deposit with said Insurance Trustee shall be sufficient to completely pay for the repair, replacement or reconstruction of all Common Elements, Limited Common Elements and Apartment or Apartments. In said latter event, the assessment to be levied and collected from the owner or owners of each Apartment or Apartments sustaining loss or damage shall be apportioned between such owner or owners in such manner that the assessment levied against each owner of an Apartment and his Apartment shall bear the same proportion to the total assessment levied against all of said owners of Apartments sustaining loss or damage as does the cost of repair, replacement or reconstruction of each owner's Apartment bear to the cost applicable to all of said Apartments sustaining loss or damage. If the casualty insurance proceeds payable to the Insurance Trustee in the event of the loss or damage to Common Elements, Limited Common Elements and Apartment or Apartments is not an amount which will pay for the complete repair, replacement or reconstruction of the Common Elements and Limited Common Elements, it being recognized that such insurance proceeds are to be first applied to payment for repair, replacement or reconstruction of said Common Elements and Limited Common Elements before being applied to the repair, replacement or reconstruction of an Apartment or Apartments, then the cost to repair, replace or reconstruct said Common Elements and Limited Common Elements in excess of available casualty insurance proceeds shall be levied and collected as an assessment from all of the owners of all Apartments in the same manner as would such assessment be levied and collected had the loss or damage sustained been solely to Common Elements and the casualty insurance proceeds being not sufficient to cover the cost of repair, replacement or reconstruction of each Apartment or Apartments sustaining loss or damage, then the cost to repair, replace or reconstruct said Apartment or Apartments shall then be levied and collected by assessment of the owner or owners of Apartment or of Apartments sustaining the loss or damage in the same manner as is above provided for the apportionment of such assessment between the owner or owners of an Apartment or Apartments sustaining such loss or damage. In said latter event assessment of the owner or owners of Apartment or Apartments shall be made

828 828 828

without regard to the existence of any exclusive right to use an area constituting Limited Common Elements which may be an appurtenance to any Apartment.

In the event of loss of or damage to property covered by such casualty insurance, the Association shall, within sixty (60) days after any such occurrence obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before such loss or damage, such estimates to contain and include the cost of any professional fees and premiums for such Bond as the Board of Directors of the Association may deem to be in the best interests of the membership of said Association. Wherever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of the repair, replacement or reconstruction thereof, the additional monies required to completely pay for such repair, replacement or reconstruction of said loss or damage, whether to be paid by all of the owners of the Apartments or only by the owner or owners of any Apartment or Apartments sustaining loss or damage, or both, shall be deposited with said Insurance Trustee not later than thirty (30) days from the date on which said Insurance Trustee shall receive the monies payable under the policy or policies of casualty insurance.

In the event of the loss of or damage to personal property belonging to the Association, the insurance proceeds, when received by the Insurance Trustee, shall be paid to the Association. In the event of the loss of or damage to personal property constituting a portion of the Common Elements, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, then the insurance proceeds received by the Insurance Trustee shall be paid to all of the owners of all Apartments and their respective mortgagee and mortgagees as their respective interests may appear, in the manner and in the proportions hereinbefore provided for the distribution of the excess insurance proceeds.

Notwithstanding anything herein contained, should any claim or the proceeds of any settlement of an insurance claim be less than TEN THOUSAND DOLLARS (\$10,000.00), then such sum need not be deposited with the Insurance Trustee, but rather shall be paid directly to the Association to be distributed in accordance with the terms of this Article.

#### ARTICLE XXIV

##### APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED AND ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE

In the event that any taxing authority having jurisdiction over the condominium shall levy or assess any Tax or Special Assessment against the Condominium, as a whole as opposed to levying and assessment such Tax or Special Assessment against each Apartment and its appurtenant undivided interest in Common Elements as now provided by law, then such Tax or Special Assessment so levied shall be paid as a common expense

828 828 828  
828 828 828  
828 828 828

by the Association, and any Taxes or Special Assessment which are to be so levied shall be included, wherever possible in the estimated Annual Budget of the Association, or shall be separately levied and collected as an assessment by the Association against all of the owners of all Apartments and said Apartments if not included in said Annual Budget. The amount of any Tax or Special Assessment paid or to be paid by the Association in the event that such Tax or Special Assessment is levied against the Condominium as a whole, instead of as against each separate Apartment and its appurtenant undivided interest in Common Elements, shall be apportioned among the owners of all Apartments so that the amount of such Tax or Special Assessment so paid or to be paid by the Association and attributable to and to be paid by the owner or owners of each Apartment shall be that portion of such total Tax or Special Assessment which bears the same ratio to said total Tax or Special Assessment as the undivided interest in Common Elements appurtenant to each Apartment bears to the total undivided interest in Common Elements appurtenant to all Apartments. In the event that any Tax or Special Assessment shall be levied against the Condominium in its entirety, without apportionment by the taxing authority to the Apartments and appurtenant undivided interest in Common Elements, then the assessment by the Association, which shall include the proportionate share of such Tax or Special Assessment attributable to each Apartment, and its appurtenant undivided interest in Common Elements, shall separately specify and identify the amount of such assessment attributable to such Tax or Special Assessment and the amount of such Tax or Special Assessment so designated shall be and constitute a lien prior to all mortgages and encumbrances upon any Apartment and its appurtenant undivided interest in Common Elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrances, to the same extent as though such Tax or special Assessment had been separately levied by the taxing authority upon each Apartment and its appurtenant undivided interest in Common Elements.

All personal property taxes levied or assessed against personal property owned by the Association shall be paid by said Association and shall be included as a common expense in the Annual Budget of the Association.

In apportionment of any Tax or Special Assessment in accordance with the provisions of this Article XXIV, such apportionment shall be made without regard to the existence of any exclusive right to use an area constituting a Limited Common Element which may be an appurtenance to any Apartment.

#### ARTICLE XXV

##### ASSOCIATION TO MAINTAIN REGISTRY OF OWNERS AND MORTGAGEES

The Association shall at all times maintain a Register setting forth the names of the owners of all of the Apartments and in the event of the sale or transfer of any Apartment to a third party, the Purchaser or Transferee shall notify the Association in writing of his interest in such Apartment, together with such recording information as shall be pertinent to identify

the instrument by which such Purchaser or transferee has acquired his interest in any Apartment. ~~Further, the owner of each Apartment shall at all times notify the Association of the names of the parties holding any mortgage or mortgages on any Apartment, the amount of such mortgage or mortgages, and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any Apartment may, if he or it so desires, notify the Association of the existence of any mortgage or mortgages held by such party on any Apartment, and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to same.~~

#### ARTICLE XXVI

##### ASSESSMENT: LIABILITY, LIEN AND ENFORCEMENT

The Association is given the authority to administer the operation and management of the Condominium, it being recognized that the delegation of such duties to one entity is in the best interests of the owners of all Apartments. In order to administer properly the operation and management of the project, the Association will incur for the mutual benefit of all the owners of Apartments, costs and expenses which will be continuing or non-reoccurring costs, as the case may be. To provide the funds necessary for such proper operation and management, the Association has heretofore been granted the right to make, levy, and collect assessments against the owners of all Apartments and said Apartments. In furtherance of said grant of authority to the Association, to make, levy and collect assessments to pay the costs, and expenses for the operation and management of the Condominium, the following provisions shall be operative and binding upon the owners of all Apartments, to-wit:

(A) Each Apartment and the owners thereof shall be liable for a proportionate share of Common Expenses and shall share in or benefit from the Common Surplus, such shares being the same as said Apartments' share of undivided interest in the Common Elements and provided in Article X above, but the same shall not vest or create in any Apartment owner the right to withdraw or receive distribution of his share of the Common Surplus, except, upon termination pursuant to Article XXVII, below. Common Expenses include:

1. Expenses of administration, expenses of maintenance, operation, repair or replacement of the Common Elements, and of the portions of Apartments to be maintained by the Association, and the cost of creating reserves as provided in this Declaration of Condominium.

2. Expenses declared Common Expenses under the provisions of this Declaration of Condominium, or by the By-Laws or Management Contract or the Florida Condominium Act.

3. Any valid expense or cost incurred by the Association pursuant to this Declaration of Condominium.

4. Water and sewer and garbage and trash removal charges for all Apartments and the Common Elements.

(B) The assessment levied against the owner of each Apartment and his Apartment shall be payable in advance on or before the first day of the month for which said installment is due,



or in such other installments and at such times as may be determined by the Board of Directors of the Association.

(C) The Board of Directors of the Association shall establish an Annual Budget in advance for each fiscal year which shall commence with the calendar year, and such Budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, and may include an allowance for contingencies and reserves, such Budget to take into account projected anticipated income which is to be applied in the reduction of the amounts required to be collected as an assessment each year. Upon adoption of such Annual Budget by the Board of Directors of the Association, copies of said Budget shall be delivered to each owner of an Apartment and the assessment for said year shall be established based upon such Budget, although the lack of delivery of a copy of said Budget to each owner shall not affect the liability of any owner for such assessment. Should the Board of Directors, at any time, determine, in the sole discretion of the Board of Directors, that the assessments levied are or may prove to be insufficient to pay the cost of operation and management of the Condominium as aforesaid, or in the event of emergencies, the said Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

(D) The Board of Directors of the Association in establishing an Annual Budget for operation, management and maintenance of the Project, may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by owners of Apartments as a result of emergencies or for other reasons placing financial stress upon the Corporation.

(E) All monies collected by the Association shall be treated as a separate property of said Association, and such monies may be applied by said Association to the payment of any expense of operating and managing the Condominium, and to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration of Condominium and the Articles of Incorporation, and By-Laws of the Association. Monies for any assessment paid into the Association by an owner of an Apartment may be comingled with monies paid to the Association by other owners of Apartments within the Condominium. Although all funds and other assets of the Association, and any increments thereto or profits derived therefrom, shall be held for the benefit of the members of the Association, no member of said Corporation shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Apartment. When the owner of an Apartment shall cease to be a member of the Association by reason of the divestment of his ownership of such Apartment, by whatever means, the Association shall not be required to account to such owner for any share of the funds or assets of the Association, or which may have been paid to said Association by such owner, as all monies which any owner has paid to the Association shall be and constitute an asset of said Corporation which may be used in the operation and management of the Condominium.

(F) The payment of any assessment or installment thereof due to the Association shall be in default if not paid into the Association on or before the due date for such payment. When in default, the delinquent assessment or delinquent installment thereof due to the Association shall bear interest at the rate of ten (10%) percent per annum until such delinquent assessment or installment thereof, and all interest due thereon, has been paid in

829 828 826

full to the Association. All payments on account shall be first applied to interest and then to the assessment payment first due. In the event any installment of an assessment remains unpaid for a period of ten (10) days after the same shall become due, the Board of Directors, may, at its option, declare the entire annual assessment then unpaid to be due and payable in full, and shall notify the owner affected of such action. In the event the owner fails to pay the amount due, whether the option to accelerate has been exercised or not, within fifteen days after notification of the Board's action, the Board may proceed immediately to collect such amounts from the owner or to foreclose the lien provided in subparagraph I of this article.

(G) The owner or owners of each Apartment shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments which may be levied by the Association while such party or parties are owner or owners of an Apartment in the Condominium. In the event that any owner or owners are in default in payment of any assessment or installment thereof owed to Association, such owner or owners of any Apartment shall be personally liable, jointly and severally, for interest on such delinquent assessment or installment thereof as provided, and for all costs of collecting such assessment or installation thereof and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.

(H) No owner of an Apartment may exempt himself from liability for any assessment levied against such owner and his Apartment by waiver of the use or enjoyment of any of the Common Elements, or any service or services furnished to same and/or to the Apartments, or by abandonment of the Apartment, or in any other manner.

(I) Recognizing that the necessity for providing proper operation and management of the Project entails the continuing payment of costs and expenses therefor, which results in benefit to all of the owners of Apartments, and that the payment of such Common Expense represented by the assessments levied and collected by the Association is necessary in order to preserve and protect the investment of the owner of each Apartment, the Association is hereby granted a lien upon such Apartment, and its appurtenant undivided interest in the Common Elements and, upon any exclusive right to use an area constituting Limited Common Elements which may be an appurtenance to any such Apartment, which lien shall secure and does secure the monies due for all assessments now or hereafter levied against the owner of each Apartment, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to the Association, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing this lien upon said Apartment and its appurtenant undivided interest in the Common Elements and Limited Common Elements. ~~The lien granted to the Association may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida and in any suit for the foreclosure of said lien, the Association shall be entitled to the appointment of a Receiver for said Apartment as a matter of right. In the event a Receiver is appointed, the Association shall be entitled to rental from the owner of any Apartment from the date on which the Receiver is appointed. The rental required to be paid shall be equal to the rental charged on comparable types of Apartments in Pasco County, Florida. The lien granted to the Association shall further secure such advances for taxes, and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, and the Association shall further be~~

828 1627

entitled to interest at the rate of ten (10%) percent per annum on any such advances made for such purposes. ~~Such persons, firms or corporations~~ who shall acquire, by whatever means, any interest in the ownership of any Apartment, or who may be given or acquire a mortgage, lien or other encumbrance thereon ~~thereby placed on notice of the lien granted to the Association, and shall acquire such interest in any Apartment expressly subject to such~~ lien.

(J) The lien herein granted unto the Association shall be effective from and after the ~~time of recording in the Public Records of Duval County, Florida,~~ a claim of lien stating the description of the Apartment encumbered thereby, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been paid in full. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. ~~The claim of lien filed by the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording of the Association's claim of lien. (Agreed) that the lien of the Association for Tax and Special Assessment advances made by~~ any taxing authority having jurisdiction levies any Tax or Special Assessment against the Condominium as an entirety instead of levying the same against each Apartment and its appurtenant undivided interest in the Common Elements shall be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to the Association's claim of lien therefor, and the Association's claim of lien for collection of such portion of any Tax or Special Assessment shall specifically designate that the same secures an assessment levied pursuant to Article XXIV of this Declaration of Condominium.

~~In the event that any person, firm or corporation shall, acquire title to any Apartment and its appurtenant undivided interest in Common Elements by virtue of any foreclosure, judicial sale or by voluntary conveyance in lieu thereof, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for said Apartment and its appurtenant undivided interest in Common Elements subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title except that such person, firm or corporation shall acquire such title subject to the lien of any assessment by the Association representing an apportionment of ~~Parts~~ or Special Assessments levied by taxing authorities against the Condominium in its entirety. In the event of acquisition of title of an Apartment by foreclosure, judicial sale or by voluntary conveyance in lieu thereof, any assessment or assessments as to which the party so acquiring title shall not be liable, shall be absorbed and paid by all owners of all Apartments including such acquirer as a part of the Common Expense, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment for the payment thereof or the enforcement of collection of such payment by means other than foreclosure.~~

(K) Whenever any Apartment may be leased, sold or mortgaged by the owner thereof, the Association upon written request of the owner of such Apartment, shall furnish to the pro-

posed lessee, purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the owner of such Apartment. Such statement shall be executed by any officer of the Corporation and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

(L) In the event that an Apartment is to be leased, sold or mortgaged at the time when payment of any assessment against the owner of said Apartment and such Apartment due to Association shall be in default (whether or not a claim of lien has been recorded by the Association), then the rent, proceeds of such purchase or mortgage proceeds, shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessment or installments thereof due to the Association before the payment of any rent, proceeds of purchase or mortgage proceeds to the owner of any Apartment who is responsible for payment of such delinquent assessment.

(M) In any voluntary conveyance of an Apartment, except as set forth in subparagraph J above, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments against the Grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

(N) Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect the collection of any sum then remaining due to it.

AT  
NOC

(O) Notwithstanding the actual expenses of the Association, the Developer guarantees that each Apartment owner's monthly assessment for Common Expenses shall not exceed the amount set forth in Exhibit "E" so long as the Developer holds any Apartments for sale in the ordinary course of business. PROVIDED, HOWEVER, that this guaranty is subject to termination at Developer's option on or after October 1, 1976. Developer retains the right to terminate this guaranty on or after October 1, 1976, in his sole discretion, upon the giving of thirty (30) days written notice to the Association and to each Apartment owner of record. So long as Developer guarantees said assessments, Developer obligates itself to pay any amounts by which the Common Expenses exceed the aggregate monthly installments on assessment receivable from Apartment owners other than Developer. From and after the Developer's election to terminate this guaranty, Developer shall be responsible for the payment of assessments for Common Expenses of Apartments owned by the Developer, in the same manner as Apartment owners other than the Developer. In consideration of Developer's obligations pursuant to this subparagraph (O) of Article XXVI, it is understood and agreed that notwithstanding anything in this Declaration of Condominium to the contrary, Developer shall be excused from the payment of its share of the Common Expenses in respect to those Apartments owned by Developer during the period of time this guaranty is in effect, and Developer; and the Apartments owned by Developer, shall not be subject to assessment as provided for in this Declaration of Condominium prior to the termination of this guaranty.

828 1629

ARTICLE XXVII

TERMINATION

Notwithstanding anything to the contrary contained in Article XXIII, in the event of fire or other casualty or disaster which shall so destroy the Apartments as to require more than four-fifths (4/5) of all such Apartments to be reconstructed as determined by the Board of Directors of the Association, then this Declaration and the Plan of Condominium Ownership established herein shall terminate, unless all of the owners of such Apartments agree that the said buildings shall be reconstructed, or unless any policy or policies of casualty insurance which may cover the damage or destruction of said buildings requires the reconstruction thereof as a condition precedent to the payment of insurance proceeds under such policy or policies, but notwithstanding the fact that the owners of all Apartments agree to reconstruct said buildings, or if such policy or policies of casualty insurance require the same to be reconstructed, this Declaration of Condominium and of the Plan of Condominium Ownership established herein shall be terminated if there exists any regulation or order of any governmental authority having jurisdiction of the Project which may then prevent the reconstruction of said Condominium buildings, although nothing herein contained shall be construed as releasing or in any manner changing any obligation which may be owed to the Association for itself and for the benefit of the owners of all Apartments, under any insurance policy or policies then existing. If, as above prescribed, this Declaration of Condominium and the Plan of Condominium Ownership established herein are to be terminated, then a Certificate of a Resolution of the Board of Directors of the Association to said effect and notice of cancellation and termination hereof shall be executed by the President and Secretary of the Association in recordable form, and such instrument shall be recorded in the Public Records of Pasco County, Florida. Upon termination of the Declaration of Condominium, and the Plan of Condominium Ownership established herein, all of the owners of all Apartments in this Condominium shall be and become tenants in common as to the ownership of all the real property located in this Condominium and which is described in Exhibit "A" attached to this Declaration theretofore subject to said Plan of Condominium Ownership together with any then remaining improvement thereon. The undivided interest in such real property and remaining improvements thereon held by the owner or owners of each Apartment in this Condominium shall be the same as the undivided interest in Common Elements appurtenant to each Apartment as set forth in Article X of this Declaration of Condominium and the lien of any mortgage or other encumbrances upon each Apartment shall attach, in the same order of priority, to the percentage of undivided interest of the owner of an Apartment in the property and the then remaining improvements as above provided. Upon termination of this Declaration of Condominium and the Plan of Condominium Ownership established herein, the Insurance Trustee shall distribute any insurance indemnity which may be due under any policy or policies of casualty insurance to the owners of the Apartments and their respective mortgagees, as their respective interests may appear, such distribution to be made to the owner or owners of each Apartment in accordance with their then undivided interest in the real property remaining improvements as hereinbefore provided. Upon termination of the Plan of Condominium Ownership created hereby that portion of the assets of the Association owned by the owner or owners of all Apartments in this Condominium shall then be distributed to all of the owner or owners of each Apartment and to his or their mortgagees as their respective interest may appear.

Except in the event of this Declaration of Condominium

REC. 828 1630

and the Plan of Condominium Ownership established being terminated as hereinbefore provided, this Declaration of Condominium and said Plan of Condominium Ownership may only be otherwise terminated by the unanimous consent of all of the owners of all Apartments and all of the parties holding mortgages, liens or other encumbrances against any of said Apartments in which event, the termination of the Condominium shall be by such plan as may be then adopted by said owners and parties holding any mortgages, liens or other encumbrances. Such election to terminate this Declaration of Condominium and the Plan of Condominium Ownership established herein shall be executed in writing by all of the aforementioned parties, and such instrument or instruments shall be recorded in the Public Records of Pasco County, Florida.

### ARTICLE XXVIII

#### AMENDMENT OF DECLARATION OF CONDOMINIUM

Except for any alteration in the percentage of ownership in the Common Elements or Common Surplus or liability for Common Expenses appurtenant to each Apartment or alteration of the basis for apportionment of assessments which may be levied by the Association in accordance with the provisions hereof, or alteration of voting rights, in which said instances consent of all of the owners of all Apartments and their respective mortgagees shall be required, or any other provision relative to amendment, this Declaration of Condominium may be amended in the following manner:

An Amendment or amendments to this Declaration of Condominium may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors or by the majority of members of the Association whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration of Condominium being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or such other officer of the Association in the absence of the President, who shall thereupon call a Special Meeting of the Members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such Special Meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days or more than thirty (30) days before the date set for such Special Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of not less than seventy-five (75%) percent of the members of the Association and affirmative vote of not less than a majority of the Board of Directors of the Association in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Declaration of Condominium shall be transcribed and certified by the President and Secretary of the Association as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a Deed shall be recorded in the Public Records of Pasco County, Florida, within ten (10) days from the date on which

FC9174 828 1631

the same became effective, such amendment or amendments to specifically refer to the recording data identifying the Declaration of Condominium. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record by the officers of the Association shall be delivered to all of the owners of all Apartments, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting. In the alternative to the above method of amendment, an amendment may be made by an agreement signed and acknowledged by seventy-five (75%) percent of the record owners of Apartments and a majority of the Board of Directors of the Association, in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the public records of Pasco County, Florida. No amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by a mortgagee or which may alter, amend or modify, in any manner whatsoever the rights, powers and privileges granted and reserved herein in favor of any mortgagees or in favor of the Developer without the consent of all such mortgagees or the Developer, as the case may be.

The foregoing notwithstanding, so long as the Developer shall own Apartments for sale in the ordinary course of business, Developer may, by recording in the public records of Pasco County, Florida, an amendment, executed with the formalities of a deed and joined in by any mortgagee of any affected apartment, make such amendments to this Declaration as may be necessitated by the Developer combining two or more Apartments, altering the interior boundaries of Apartments, making physical changes in Common Elements abutting altered Apartments, or percentage interests in Common Elements or the share of Common Expenses of Apartments so altered. Developer may similarly make amendments required by a governmental agency or a bank, savings and loan association, insurance company, FHA approved mortgage lender, and banker, or a Massachusetts type business trust, provided however, that no amendment shall discriminate against any Apartment owner nor against any Apartment or class or group of Apartment owners or Apartments unless the Apartment owners so affected shall unanimously consent; and no amendment shall change any Apartment owned by an owner other than the Developer, nor change the share of the Common Elements and other of its appurtenances, nor increase the owner's share of the Common Expenses, unless the Apartment owner concerned should join in the execution of the amendment.

#### ARTICLE XXIX

##### REMEDIES IN EVENT OF DEFAULT

The owner or owners of each Apartment shall be governed by and shall comply with the provisions of this Declaration of Condominium, and the Articles of Incorporation and By-Laws of the Association, and its Rules and Regulations as any of the same are now constituted or as they may be adopted and/or amended from time to time. A default by the owner or owners of any Apartment shall entitle the Association or the owner or owners of other Apartment or Apartments to the following relief:

(A) Failure to comply with any of the terms of this Declaration of Condominium or other restrictions and regulations contained in the Articles of Incorporation or By-Laws of Association or its Rules and Regulations, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure

2391  
828  
1633

of lien or any combination thereof, and which relief may be sought by the Association or, if appropriate, by an aggrieved owner of an Apartment;

(B) The owner or owners of each Apartment shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an Apartment or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation;

(C) In any proceeding arising because of an alleged default by the owner of any Apartment, the Association, if successful, shall be entitled to recover the cost of the proceedings, and such reasonable attorney's fees as may be determined by the Court, including attorney's fees for appellate proceedings, but in no event shall the owner of any Apartment be entitled to such attorney's fees;

(D) The failure of the Association or of the owner of an Apartment to enforce any right, provision, covenant or condition which may be granted by this Declaration of Condominium or any abovementioned documents shall not constitute a waiver of the right of the Association or of the owner of an Apartment to enforce such right, provision, covenant or condition in the future;

(E) All rights, remedies and privileges granted to the Association or the owner or owners of an Apartment pursuant to any terms, provisions, covenants or conditions of this Declaration of Condominium or other abovementioned documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity;

(F) The failure of the Developer to enforce any right, privilege, covenant or condition which may be granted to it by this Declaration of Condominium or other abovementioned documents shall not constitute waiver of the right to either of said parties to thereafter enforce such right, provision, covenant or condition in the future.

#### ARTICLE XXX

#### USE OR ACQUISITION OF INTEREST IN THE CONDOMINIUM TO RENDER USER OR ACQUIRER SUBJECT TO PROVISIONS OF DECLARATION OF CONDOMINIUM, RULES AND REGULATIONS

All present or future owners, tenants, or any other person who might use the facilities of the Condominium in any manner are subject to the provisions of this Declaration of Condominium and all documents appurtenant hereto and incorporated herewith and the mere acquisition or rental of any Apartment, or the mere acts of occupancy of any Apartment shall signify that the provisions of this Declaration of Condominium and such documents are accepted and ratified in all respects.

#### ARTICLE XXXI

#### ASSOCIATION'S RIGHT OF FIRST REFUSAL WITH RESPECT TO SALE OR LEASE OF CONDOMINIUM UNITS

In order to assure a community of congenial residents

REC 828 1633



and thus protect the value of the Apartments. The sale, leasing or other alienation of Apartments shall be subject to the following provisions:

Until this Declaration is terminated or until the Condominium buildings are no longer tenable, whichever first occurs, no Apartment owner may dispose of an Apartment or any interest therein by sale, lease or otherwise, except a transfer by one spouse to another and except for leases for a period of less than twelve (12) months, without approval of the Board of Directors of the Association obtained in the manner herein provided.

(A) With the exception of transfer of ownership of any Apartment by one spouse to another and with exception for leases for a period of less than twelve (12) months, ~~should the owner of any Apartment be desirous of leasing or selling such Apartment, Association hereby gives and granted the right of first refusal to lease or purchase such Apartment, as the case may be, on the terms and conditions herein stated, and no owner of an Apartment shall lease or sell the same to any party without first giving the Association notice in writing of such lease or sale as herein provided, thereby giving the Association the opportunity to determine whether it will exercise the right of first refusal to lease or purchase said Apartment on the same terms and conditions as those contained in any bona fide offer which the owner of such Apartment may have received for the lease or purchase of his said Apartment. Whenever the owner of any Apartment has received a bona fide offer to lease or purchase his Apartment (which offer shall have been accompanied by a substantial earnest money deposit hereby defined to be not less than ten (10%) percent of the purchase price as to a sale, and not less than two (2) months' rent as to a lease), and is desirous of accepting such bona fide offer, the owner of such Apartment shall notify the Board of Directors of the Association in writing by registered or certified mail sent to the offices of said Corporation, or by personal delivery made to the President or Secretary of said Association, or his desire to accept such offer for the lease or purchase of his Apartment, stating the name, address, business occupation or employment, if any, of the offeror, an executed copy of the bona fide offer for said lease or purchase to be enclosed with such notice. Furthermore, to be deemed a valid offer, offeror shall furnish such additional personal and financial information as may be requested by the Association. If the Association is desirous of exercising its option to lease or purchase said Apartment on the same terms and conditions as are contained in said bona fide offer, then the Association shall notify the owner of said Apartment desiring to lease or sell the same of the exercise by the Association of its election to so lease or purchase said Apartment, such notice to be in writing and posted by registered or certified mail to said owner within fourteen (14) days from receipt by the Association of the owner's notice to said Corporation as hereinabove required, or said notice in writing may be personally delivered to said owner within said fourteen (14) day period. If the Association has elected to lease or purchase such Apartment, then, upon notifying the owner of such Apartment of its election to lease or purchase said Apartment, the Association shall execute a lease or contract to purchase, all on the same terms and conditions as those contained in said bona fide offer. When any owner of an Apartment has notified the Association as above provided of his desire to lease or sell his Apartment, such owner shall be free to consummate such sale or lease of his Apartment, unless, within fourteen (14) days after the owner has delivered his required~~

REC 828 1634

notice to the Association, the Association has notified said owner of its intention to exercise its right of first refusal and to lease or purchase such Apartment. However, in said event, the owner of said Apartment shall not lease or sell said Apartment to any party other than the party designated to the Board of Directors of the Association in the aforescribed and required notice, nor for any lower rental or purchase price, nor on any more favorable terms and conditions than those originally contained in said bona fide offer present to the Association, without again giving the Association the right of first refusal to lease or purchase such Apartment in the manner above provided.

If the Board of Directors of the Association shall so elect, it may cause its right of first refusal to lease or purchase any Apartment to be exercised in its name by itself or for a party approved by said Board of Directors, or said Board of Directors of the Association may elect to cause said Apartment to be leased or purchased directly in the name of a party approved by it, which party shall enter into a lease or contract to purchase and consummate such contract to purchase said Apartment in the same manner as would the Association upon its exercise of said right of first refusal to lease or purchase such Apartment. Wherever such right of first refusal granted to the Association is to be exercised in the name of a party approved by the Association, notice of such election, as required hereunder, shall be executed by the Association and the party approved by the Board of Directors of said Condominium.

~~Notwithstanding anything herein contained, the conveyance of any Apartment by any such owner shall not be effective and the title and the right of occupancy of the premises shall not be deemed to have passed to the Grantee, unless and until the Association by written instrument executed with the formalities required for recordation, shall have confirmed its consent to such transfer and its approval of the Grantee, the Grantee shall have assumed in writing the terms and conditions of this Declaration and the By-Laws and Rules and Regulations of the Association; and the said approval and assumption shall have been recorded among the Public Records of Pasco County, Florida.~~

Notwithstanding the foregoing, no Apartment shall be leased unless the terms and provisions of such lease shall provide that such Apartment may not be sub-leased without the prior written approval of the Association being first had and obtained and any lease shall provide that the lessee shall comply with and abide by all of the restrictions pertaining to the use of Apartments and Common Elements contained in this Declaration of Condominium, and with the rules and regulations contained herein or hereinafter established by the Association governing the use of such Apartments and Common Elements, and should any lessee not comply with such covenants, then the Association shall be given the right to cancel and terminate such lease, all without any obligation to the owner, and in said respect, the said Association shall be regarded as the owner's agent, fully authorized to take such steps as may be necessary to effect the cancellation and termination of such lease.

(B) Any owner who wishes to make a gift of his Apartment ownership or any interest therein to any person or persons, other than the spouse of the owner, shall give to the Association not less than fourteen (14) days' written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The Association shall at all times have the first right and option to purchase such Apartment ownership or interest therein for cash at fair market value

to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within ten (10) days after receipt of said written notice by the Association, the Association and the owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within thirty (30) days after the appointment of said arbitrator, the three (3) arbitrators shall determine by the majority vote, the fair market value of the Apartment ownership or interest therein which the owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the owner and the Association. The Association's option to purchase the Apartment ownership or interest therein shall expire thirty (30) days after the date of receipt by it of such notice.

(C) In the event any Apartment owner dies leaving a Will devising his Apartment or any interest therein to any person or persons other than the surviving spouse of the owner, or dies intestate and at time of death the heirs at law of the decedent under the laws of intestate succession are other than the surviving spouse of the decedent, the Association shall have an option (to be exercised in the manner hereinafter set forth) to purchase said Apartment ownership or interest therein either from the devisee or devisees or distributees thereof or, if a power of sale is conferred by said Will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration. Within thirty (30) days after the appointment of a personal representative for the estate of the deceased owner, the Association shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to said devisee or devisees or distributees or personal representative as the case may be. Within thirty (30) days thereafter, said devisee or devisees or distributees or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two (2) so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within thirty (30) days thereafter; the three (3) arbitrators shall determine, by majority vote, the fair market value of the Apartment ownership or interest therein and shall thereupon give written notice of such determination to the Association and said devisee or devisees or distributees or personal representative, as the case may be. The Association's right to purchase the Apartment or interest therein at the price determined by the three (3) arbitrators shall expire thirty (30) days after the date of receipt by it of such notice if the personal representative of the deceased owner is empowered to sell, and shall expire three (3) months after the appointment of a personal representative who is not so empowered to sell. The Association shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or distributees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the right of the Association or its authorized representative, pursuant to authority given to the Association by the owners as hereinafter provided, to bid at any sale of the Apartment or interest therein of any deceased owner which is held pursuant to an order or direction of the Court having jurisdiction over the portion of deceased owner's estate which contains his Apartment or interest therein.

*12*  
*foreclosure*

Should the interest of an Apartment owner or Developer become subject to a mortgage as security in good faith or for value, the holder of such mortgage upon becoming the owner of such interest through foreclosure, judicial sale, or voluntary

REC 828 MAR 16 1966

conveyance in lieu thereof, shall have the ~~qualified~~ right to ~~sell, lease or otherwise dispose of said interest and the transfer of the fee ownership of said Apartment may be accomplished~~ without the ~~prior~~ approval of the Association, notwithstanding provisions herein to the contrary, but the seller shall otherwise sell and the purchaser or lessee shall take subject to the Condominium documents. ok  
BR

#### ARTICLE XXXII

##### COMPLAINTS BY OWNERS

In the event an owner of an Apartment shall have a complaint against the Developer or the Association, prior to and as a prerequisite of, instituting legal action or seeking assistance from any county, state or federal agency, said owner must notify the Developer or the Association of the nature of such complaint by certified mail. The Developer or the Association shall have twenty (20) days after receipt of any such notice within which time to remedy the complaint or to notify the complainant that it will not remedy the complaint. In the event the complainant is notified by the Developer or the Association that the matter complained of will not be remedied as requested, such owner may request that the matter be brought before the Board of Directors of the Association, and if such a request is made, the Board of Directors of the Association shall set a date to hear the complaint and notify the complainant of the date set. If such a hearing is requested, the hearing shall be held within ten (10) days of the date the request is made. At the hearing, the complainant shall present his case and may be accompanied by a spokesman or attorney if the complainant desires. At the conclusion of the hearing, the Board of Directors shall determine whether the Developer or the Association must remedy the matter complained of. Such determination shall be made by a majority vote taken on secret written ballot. In the event the Board of Directors determines that the Association or the Developer must remedy the matter complained of, the Developer or the Association, as appropriate, shall have thirty (30) days within which time to provide a satisfactory remedy to the complaint. Following a determination in favor of the complainant, if the Developer or Association fails to remedy the matter within the thirty days provided, the complainant may seek any remedy he may have in law or in equity, under the laws of the State of Florida.

#### ARTICLE XXXIII

##### RIGHTS OF DEVELOPER ASSIGNABLE

AT  
DEC DOCKS  
~~All rights in favor of Developer reserved in this Declaration of Condominium and in the Articles of Incorporation and the By-Laws of the Association are freely assignable in whole or in part by Developer and may be exercised by the nominee of Developer and/or exercised by the successor or successors in interest of Developer, including, but not limited to, purchasers of Developer's interest at a foreclosure sale.~~

#### ARTICLE XXXIV

##### SEVERABILITY

In the event that any of the terms, provisions or covenants of this Declaration of Condominium are held to be partially or wholly invalid or unenforceable for any reason whatsoever such holding shall not affect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions and covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

ARTICLE XXXV

LIBERAL CONSTRUCTION

The provisions of this Declaration of Condominium shall be liberally construed to effect its purpose of creating a uniform Plan of Condominium Ownership.

ARTICLE XXXVI

DECLARATION OF CONDOMINIUM BINDING UPON DEVELOPER  
ITS SUCCESSORS AND ASSIGNS AND SUBSEQUENT OWNERS

The restrictions and burdens imposed by the covenants of this Declaration of Condominium are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each Apartment and its appurtenant undivided interest in the Common Elements, and this Declaration of Condominium shall be binding upon Developer, its successors and assigns, and upon all parties who may subsequently become owners of Apartments in the Condominium, and their respective heirs, legal representatives, successors and assigns.

ARTICLE XXXVII

RIGHTS AND OBLIGATIONS OF DEVELOPER

Developer shall have the absolute right to purchase, sell or lease any Apartment from or to any person, firm or corporation, upon any terms and conditions deemed by Developer to be in its own best interests, and any such purchase, sale or lease shall be free from the right of first refusal herein granted to the Association, and further, the sale or lease of any Apartment to a party approved by Developer shall be free of said right of first refusal granted unto the Association and shall be treated and regarded in the same manner as though such sale, purchase and/or lease was made to or by Developer, the term "lease" including sublease.

Developer reserves the right to alter or change the interior design and arrangement of all Apartments, to alter the boundaries between Apartments, to decrease the number of Apartments by combining two or more Apartments or parts thereof, and to alter the boundary of the Common Elements, so long as the Developer owns the Apartments so altered or changed, and owns the Apartments abutting the Common Elements where the boundaries are being altered. If the change or alteration involves more than one Apartment, the Developer shall reallocate the percentage interest in Common Elements and the share of Common Expenses which are appurtenant to the Apartments concerned, PROVIDED, HOWEVER, no such change shall be made without amendment to this Declaration and provided, further, that an amendment for such purposes need be signed by and acknowledged only by the Developer and approved by the mortgagee of any Apartments so affected, and the amendment shall not require the approval of Apartment owners, Apartment purchasers, or the Association.

The Developer shall further have the right to use any Apartment or Apartments owned by it as model apartments and/or sales office in connection with Developer's program to sell or lease said Apartment or Apartments owned by it, and in connection therewith, shall have the right to use for such purposes as it may desire covered parking space number 1, and one of the unassigned storage lockers located within said parking space, and shall have the right to place upon the Common Elements signs designating Developer's model apartments and/or sales office and advertising for sale or lease.

the said Apartment or Apartments owned by Developer, any said sign or signs to be placed at Developer's expense and shall be in good taste.

Until such time as owners other than the Developer own fifteen (15%) percent or more of the Apartments ultimately to be operated by the Association, Developer shall be entitled to appoint the entire Board of Directors of the Association. After owners other than the Developer own fifteen (15%) percent or more of said Apartments, Developer shall be entitled to appoint two-thirds (2/3) of the members of the Board of Directors and this right shall continue in effect until three (3) years after the Developer has closed sales of fifty (50%) percent of the Apartments ultimately to be operated by the Association, or three (3) months after Developer has closed sales on ninety (90%) percent of such Apartments, or when Developer has completed sales of all Apartments which it holds for sale in the ordinary course of business, whichever shall occur first. Upon the occurrence of one of the events described above, Developer shall lose its right to appoint a majority or more than a majority of the Board of Directors of the Association, but shall be entitled to appoint the number of Directors authorized in Article VII, Articles of Incorporation, attached hereto as Exhibit "C".

In the event of dissolution of Developer, or merger of Developer into any other entity which survives Developer, at a time when the Developer shall be entitled to have and exercise any rights and privileges hereunder, the rights and privileges of Developer shall pass to and may be exercised by its said successors or survivor, as the case may be.

Developer, as a member of the Association, shall not be required to disqualify itself in any vote which may come before the membership of the Association upon any contract or other agreement between Developer and the Association, where the said Developer may have a pecuniary or other interest.

#### ARTICLE XXXVIII

##### CERTAIN RIGHTS OF ASSOCIATION

The Association may acquire or enter into agreements acquiring leaseholds, memberships and other possessory or use interests in lands or facilities including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of owners of Apartments. The expenses of rental, membership fees, operations, replacements and other undertakings in connection therewith shall be Common Expenses, and the Association may adopt such regulations and restrictions concerning the use of same as the Association may desire.

#### ARTICLE XXXIX

##### CHILDREN

No persons who have not attained the age of twelve (12) years shall be permitted to reside in any of the Apartments; PROVIDED HOWEVER, that children under such age may visit and temporarily reside in an Apartment as the bona fide guest of the owner of said Apartment.

IN WITNESS WHEREOF, SOUTHERN REALTY EQUITIES, INC. has caused these presents to be executed in its name by its Vice President and its corporate seal to be herunto affixed, attested by its Secretary, this 23<sup>rd</sup> day of December, 1975, at Atlanta, Georgia.

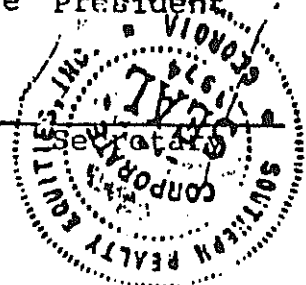
Signed, Sealed and Delivered in the presence of:

SOUTHERN REALTY EQUITIES, INC.

Margaret C. McGovern

By: Thomas E. Campbell  
Vice President

Attest: [Signature]



(CORPORATE SEAL)

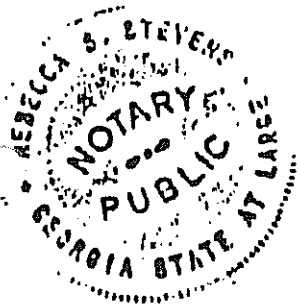
STATE OF GEORGIA )  
COUNTY OF Cobb ) SS

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of December, 1975, by Thomas E. Campbell and Robert V. Hunter, Jr., respectively as Vice President and Secretary of Southern Realty Equities, Inc., a Georgia corporation, on behalf of said corporation.

Rebecca A. Stewart  
NOTARY PUBLIC

My Commission Expires: 11-12-77

Notary Public, Georgia, State at Large  
My Commission Expires Nov. 12, 1977



828 1640

CONSENT AND JOINDER OF MORTGAGEE

HERBERT J. DICKSON, not individually, but as Nominee of the Trustees of Cousins Mortgage and Equity Investments, a Georgia business trust, being the owner and holder of a certain mortgage dated June 19, 1973, made by KRANE REALTY COMPANY, a Florida Corporation, and recorded in official records book 690, page 566, as modified by Mortgage Modification Agreement dated August 13, 1974 and recorded in official records book 765, page 59, both documents being recorded in the public records of Pasco County, Florida; and being the owner and holder of that certain mortgage made by Gulf Harbors Ambassador North (L), Inc., a Florida corporation dated August 13, 1974, and recorded in official records book 765, page 77, public records of Pasco County, Florida; and being the owner and holder of that certain mortgage made by Gulf Harbors Ambassador North (L), Inc., dated August 13, 1974, and recorded in official record book 765, page 100, public records of Pasco County, Florida, and the mortgages as modified encumber the real property and improvements identified in the foregoing Declaration of Condominium and which are being submitted to the condominium regime known as Sea Castle, A Condominium, does hereby consent to and join in the submissions of said real property and improvements to the condominium regime known as Sea Castle, A Condominium, in accordance with the terms, provisions and conditions of the foregoing Declaration of Condominium establishing same, or to the end that said mortgages as modified will henceforth encumber each and every of said apartments in the Condominium.

IN WITNESS WHEREOF, Herbert J. Dickson, not individually, but as Nominee of the Trustees of Cousins Mortgage and Equity Investments, has caused this instrument to be executed this 23<sup>rd</sup> day of December, 1975.

Herbert J. Dickson  
Herbert J. Dickson, not individually,  
but as Nominee of the Trustees of  
Cousins Mortgage and Equity  
Investments

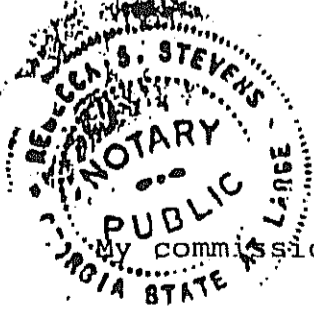
Signed, Sealed and Delivered in the presence of:



Margaret C. McDonough  
Henry Fitzgerald

STATE OF GEORGIA  
COUNTY OF COBB

The foregoing instrument was executed before me this 23<sup>rd</sup> day of December, 1975, by Herbert J. Dickson, not individually, but a Nominee of the Trustees of Cousins Mortgage and Equity Investments.



Rebecca S. Stevens  
Notary Public

Notary Public, Georgia, State of Large  
My Commission Expires 12, 1977

11-12-77

828 1641





# SEA CASTLE

A CONDOMINIUM

PART OF SECTION 17 & 18, TOWNSHIP 26 SOUTH, RANGE 16 EAST  
PASCO COUNTY, FLORIDA

### LEGAL DESCRIPTION

Being a copy of all of this S. 17, 18, 19, 20, 21, 22, 23, and 24, more or less, of Township 26 South, Range 16 East, as recorded in Plat Book 4, Page 101, of the Public Records of Pasco County, Florida.

Also, Lot 3, Block 2, of Sea Castle, as shown on a recorded in Plat Book 7, Page 10 and 11A, of the Public Records of Pasco County, Florida, and also the Northwesterly 111.00 feet of said Lot 3.

The lots and easement are further described as follows: Commence at the Northwest corner of said Lot 3, thence along the East line of said Lot 3, a distance of 9.75 feet to the Point of Beginning, thence continue along said East line S. 33°44'10"W., a distance of 123.77 feet to the P.C. of a curve (curve to the Northwesterly), having a radius of 25.00 feet and a chord of 75.15 feet, S. 61°42'15"W., thence Northwesterly along the arc of said curve a distance of 34.27 feet to the P.T. of said curve, thence S. 4°15'15"W., a distance of 44.00 feet, thence S. 27°02'00"W., a distance of 91.25 feet, thence S. 61°42'15"W., a distance of 141.00 feet, thence S. 17°29'16"W., a distance of 42.00 feet, thence S. 66°02'10"W., a distance of 74.74 feet to the Point of Beginning.

The remaining area being further described as follows: Commence at the South corner of Section 17, Township 26 South, Range 16 East, Pasco County, Florida, thence S. 74°24'10"W., along the East line of Section 17 a distance of 999.70 feet to the westerly Right-of-Way line of U.S. Highway 1, a line constructed, thence S. 31°24'10"W., along said westerly Right-of-Way line a distance of 445.12 feet, thence S. 61°42'15"W., a distance of 75.00 feet to the Northeast corner of commercial Lot 3, Block 2, Sea Castle, SECTION 17A, as set out in Plat Book 7, Page 101, Public Records of Pasco County, Florida, and the Point of Beginning.

From said Point of Beginning, thence along the East line of said Lot 3, S. 33°44'10"W., a distance of 9.75 feet; thence S. 66°10'10"W., a distance of 74.74 feet; thence S. 37°23'10"W., a distance of 43.07 feet; thence S. 61°42'15"W., a distance of 2.43 feet; thence S. 31°24'10"W., a distance of 445.12 feet; thence S. 61°42'15"W., a distance of 75.00 feet to the Northeast corner of commercial Lot 3, Block 2, Sea Castle, SECTION 17A, as set out in Plat Book 7, Page 101, Public Records of Pasco County, Florida, and the Point of Beginning.

Containing 2.992 acres more or less.

**CERTIFICATION:**  
The undersigned hereby certifies that the descriptions and plans of the condominium property set out in "Sheet 1" of these drawings, in conformity with the wording of the Declaration of Condominium relating to matters of survey, is a correct representation of the improvements described, and that there can be determined therefrom the identification, location and dimensions of the common elements and of each unit. The undersigned further certifies that the construction of said improvements is sufficiently complete so that such drawings are a correct representation of said improvements.

L. B. PENNY & ASSOCIATES  
OF PASCO COUNTY, FLORIDA

*L. B. Penny*  
L. B. PENNY  
Florida Surveyor's  
Registration No. 1488  
Date 10/18/78

PREPARED BY  
L. B. PENNY & ASSOCIATES  
OF PASCO COUNTY, FLORIDA  
1001 1st Ave. North  
Pasco County, Florida 33570

EXHIBIT B

# SEA CASTLE

A CONDOMINIUM

PART OF SECTION 17 B18, TOWNSHIP 26 SOUTH, RANGE 16 EAST  
PASCO COUNTY, FLORIDA

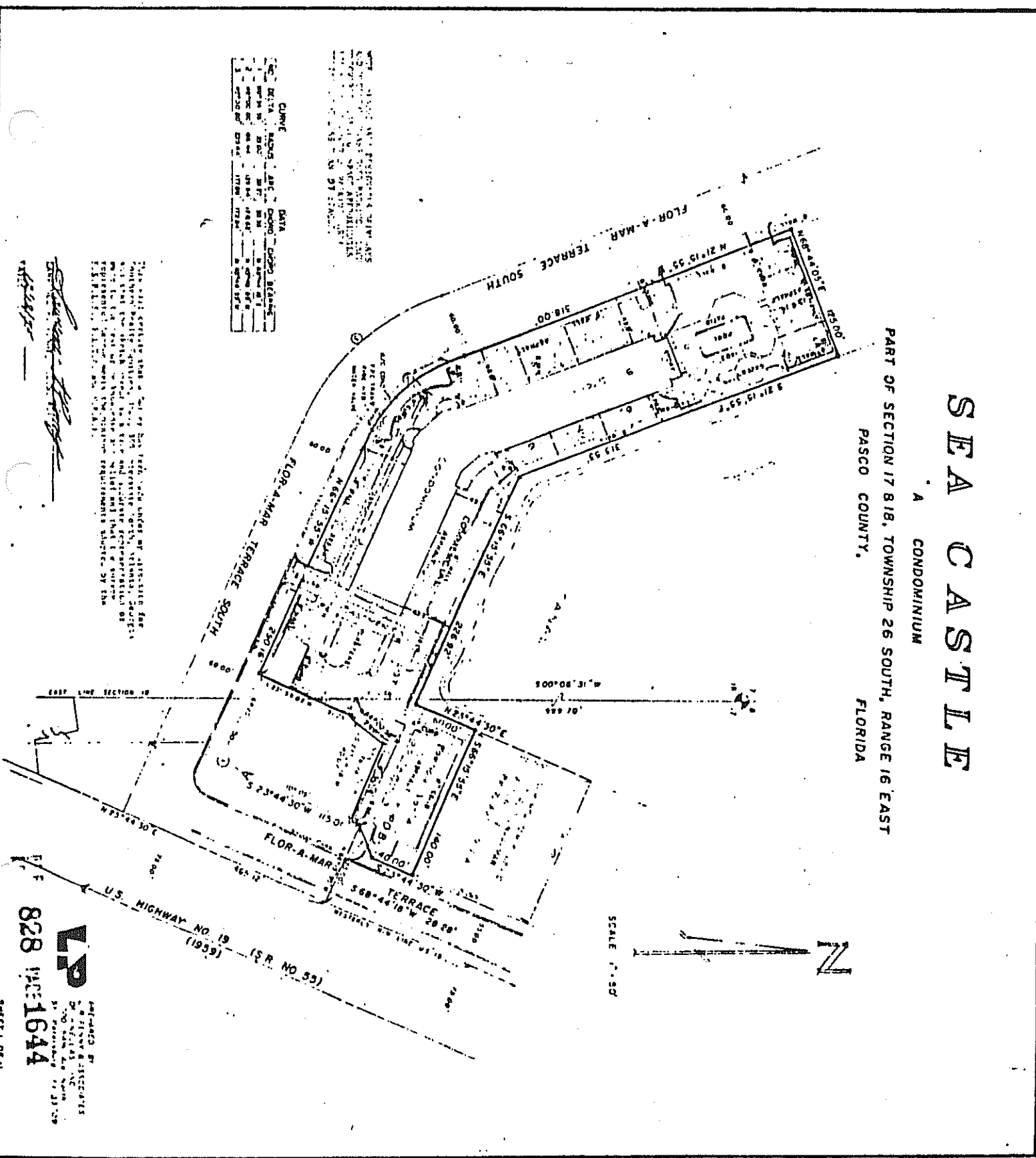
CURVE DATA

STATION	CHORD	ARC	ANGLE
1+00.00	117.88	117.88	90° 00' 00"
2+00.00	235.76	235.76	90° 00' 00"
3+00.00	353.64	353.64	90° 00' 00"
4+00.00	471.52	471.52	90° 00' 00"
5+00.00	589.40	589.40	90° 00' 00"
6+00.00	707.28	707.28	90° 00' 00"
7+00.00	825.16	825.16	90° 00' 00"
8+00.00	943.04	943.04	90° 00' 00"
9+00.00	1060.92	1060.92	90° 00' 00"
10+00.00	1178.80	1178.80	90° 00' 00"

NOT TO SCALE  
 ALL DIMENSIONS ARE AS SHOWN  
 UNLESS OTHERWISE SPECIFIED  
 ALL ANGLES ARE IN DEGREES  
 UNLESS OTHERWISE SPECIFIED

THIS PLAN CERTAINS THAT A FULL SET OF BLUE PRINTS WITH ALL NECESSARY DATA FOR THE CONSTRUCTION OF THIS PROJECT HAS BEEN SUBMITTED TO THE PASCO COUNTY BOARD OF COUNTY COMMISSIONERS AND THAT THE BOARD HAS APPROVED THE SAME AND HAS ORDERED THE RECORDING OF THE SAME.

*[Signature]*  
 PROJECT MANAGER

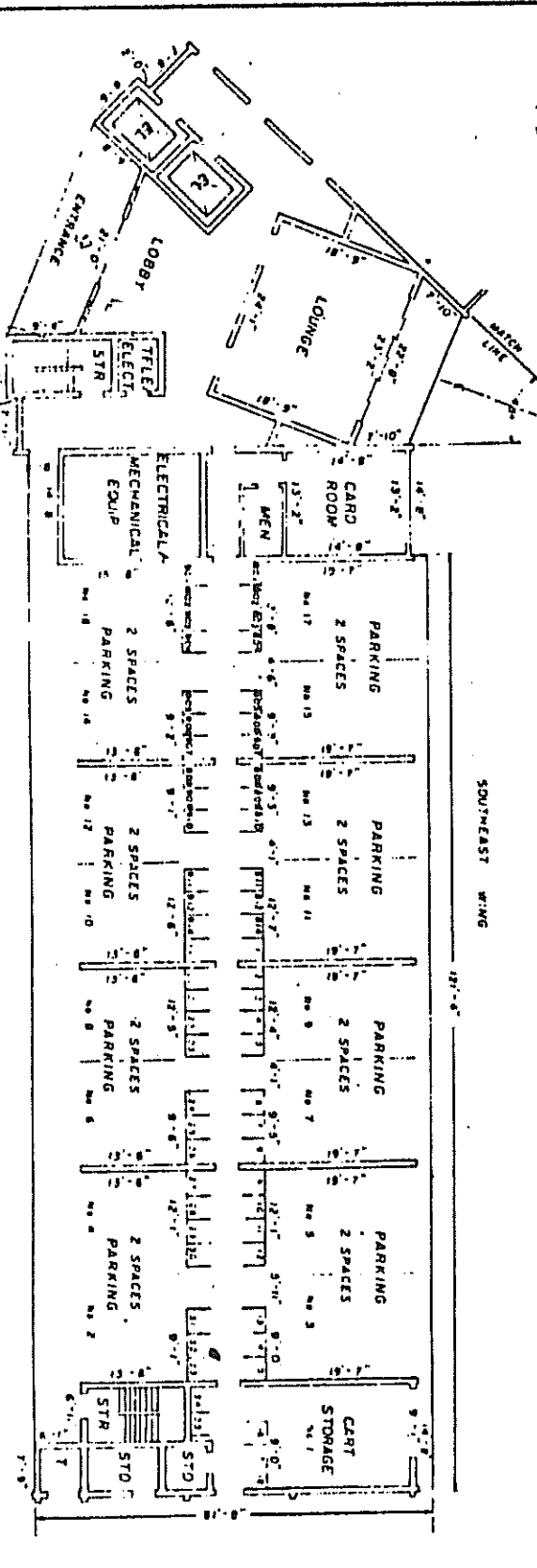
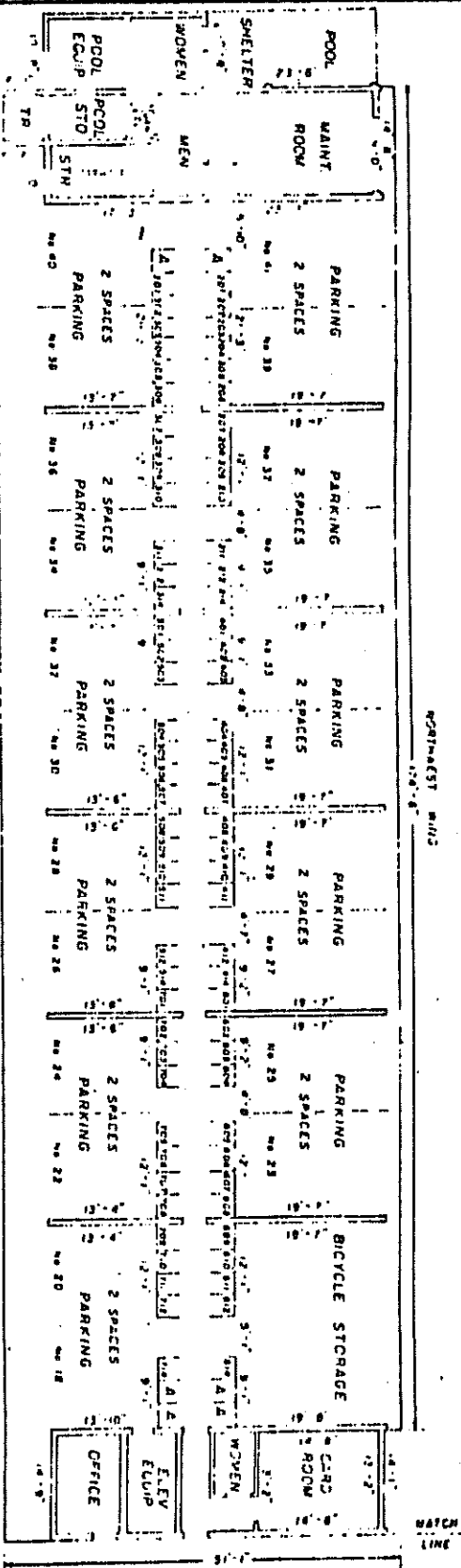


828 West 1644  
 L.P. ENGINEERS & ARCHITECTS  
 PASCO COUNTY, FLORIDA

# SEA CASTLE

A CONDOMINIUM

PART OF SECTION 17 B18, TOWNSHIP 26 SOUTH, RANGE 16 EAST  
 PASCO COUNTY, FLORIDA



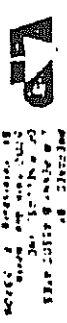
LEGEND

- ELEVATOR FL
- STAIRWAY STR
- STORAGE STO
- TRASH T
- RECREATION A
- ELECTRICAL ELECT
- MIC MIC
- TELE TELE

FIRST FLOOR PLAN

SCALE 1"=10'

DESIGNED BY  
 DEF 828 FILE 1645  
 HIC



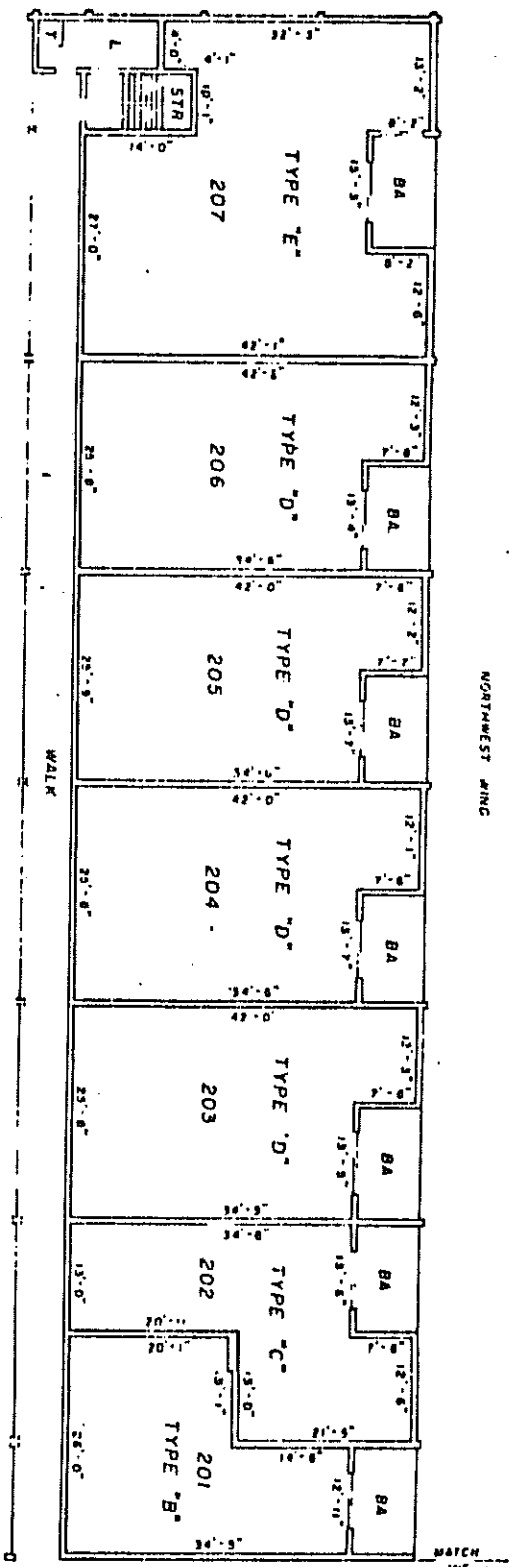
SHEET 2 OF 11

# SEA CASTLE

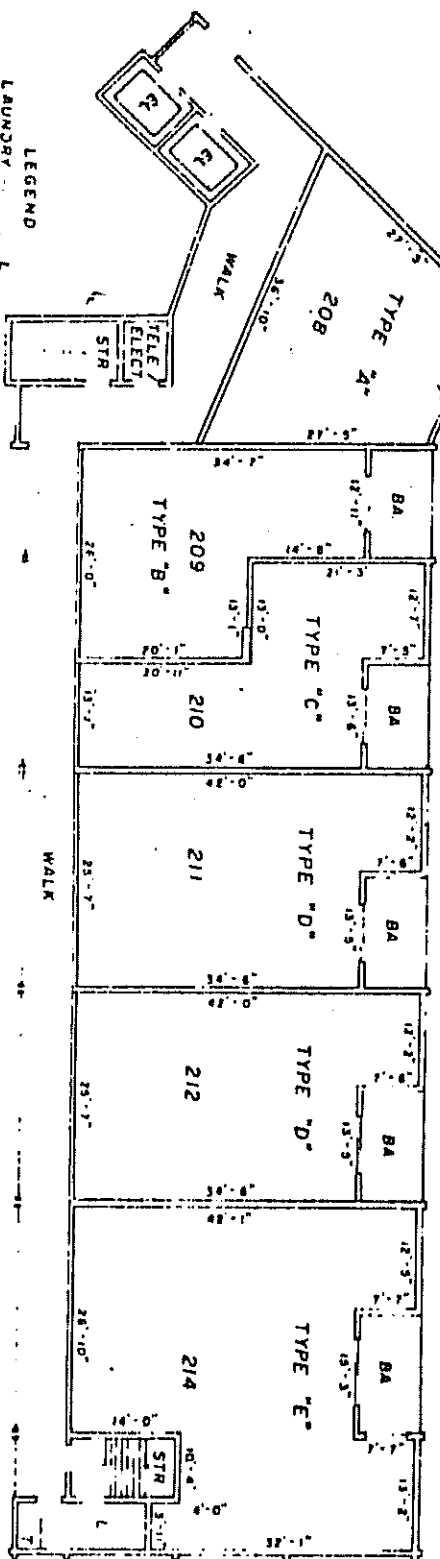
A CONDOMINIUM

PART OF SECTION 17 B18, TOWNSHIP 26 SOUTH, RANGE 16 EAST  
 PASCO COUNTY, FLORIDA

NORTHWEST WING



SOUTHEAST WING



SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"

- LEGEND
- L LAUNDRY
  - BA BALCONY
  - EL ELEVATOR
  - STR STAIRWAY
  - TELE TELEPHONE
  - T TRASH
  - 10" WALL
  - 8" WALL
  - 6" WALL
  - ELECT

828 828 1646



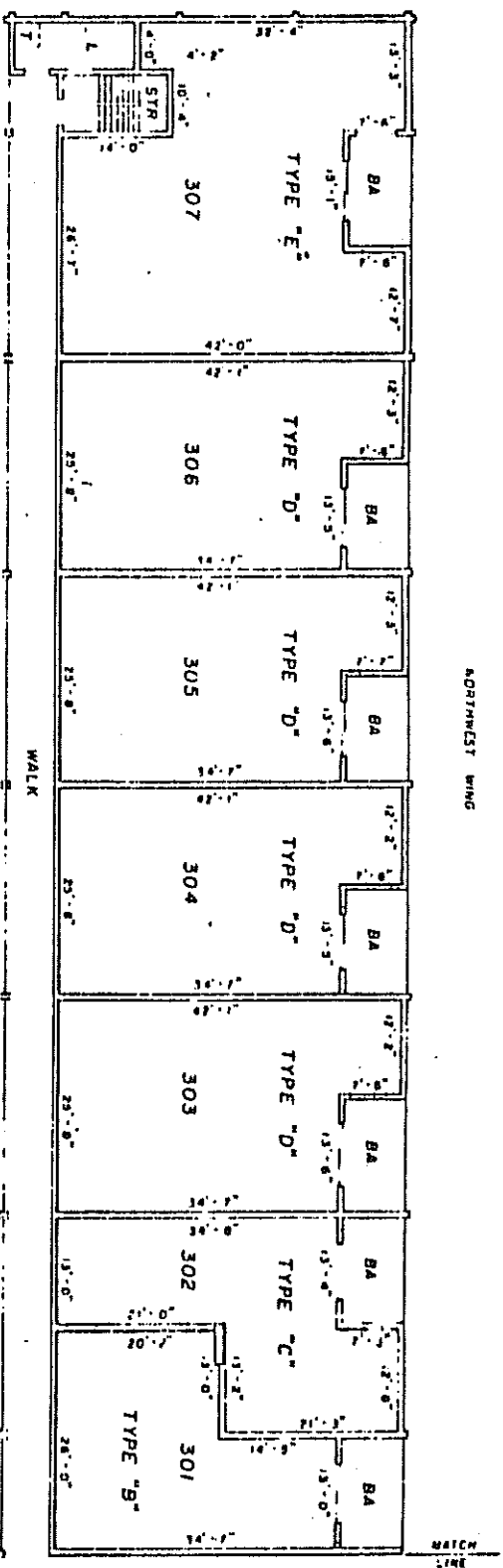
LANDSCAPE ARCHITECTS  
 2700 W. WASHINGTON AVE.  
 SUITE 200  
 TAMPA, FL 33609  
 SHEET 2 OF 11

# SEA CASTLE

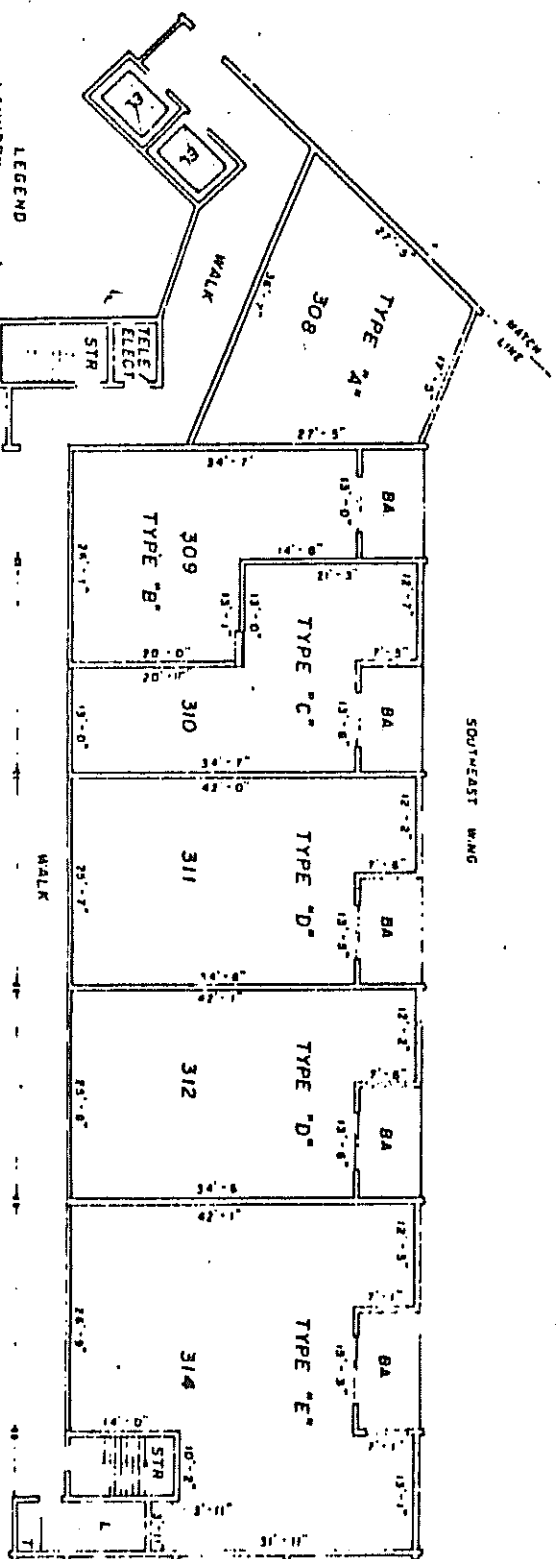
A CONDOMINIUM

PART OF SECTION 17 B18, TOWNSHIP 26 SOUTH, RANGE 16 EAST  
 PASCO COUNTY, FLORIDA

NORTHWEST WING



SOUTHEAST WING



THIRD FLOOR PLAN

SCALE: 1" = 10'

- LEGEND
- L LAUNDRY
  - BA BALCONY
  - EL ELEVATOR
  - STR STAIRWAY
  - TELE TELEPHONE
  - T TRASH
  - B WALL
  - 10" WALL
  - 4" WALL
  - ELECT ELECTRICAL

REC 828 MAR 16 1987



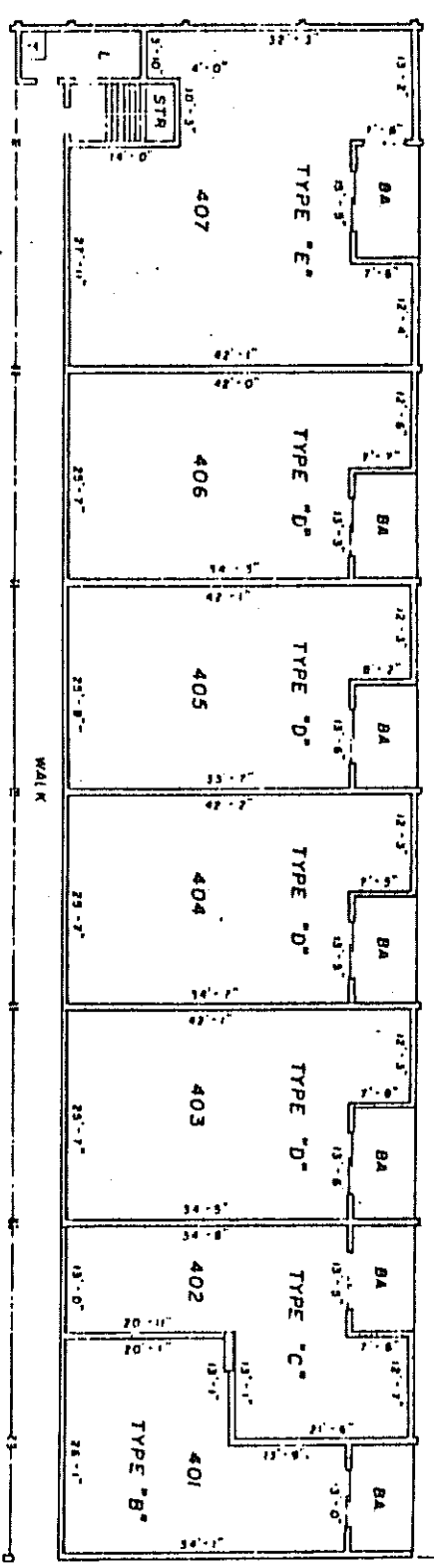
PREPARED BY  
 L.P. KENNY & ASSOCIATES  
 INC.  
 1000 W. 10TH AVE.  
 SUITE 200  
 TAMPA, FL 33606

# SEA CASTLE

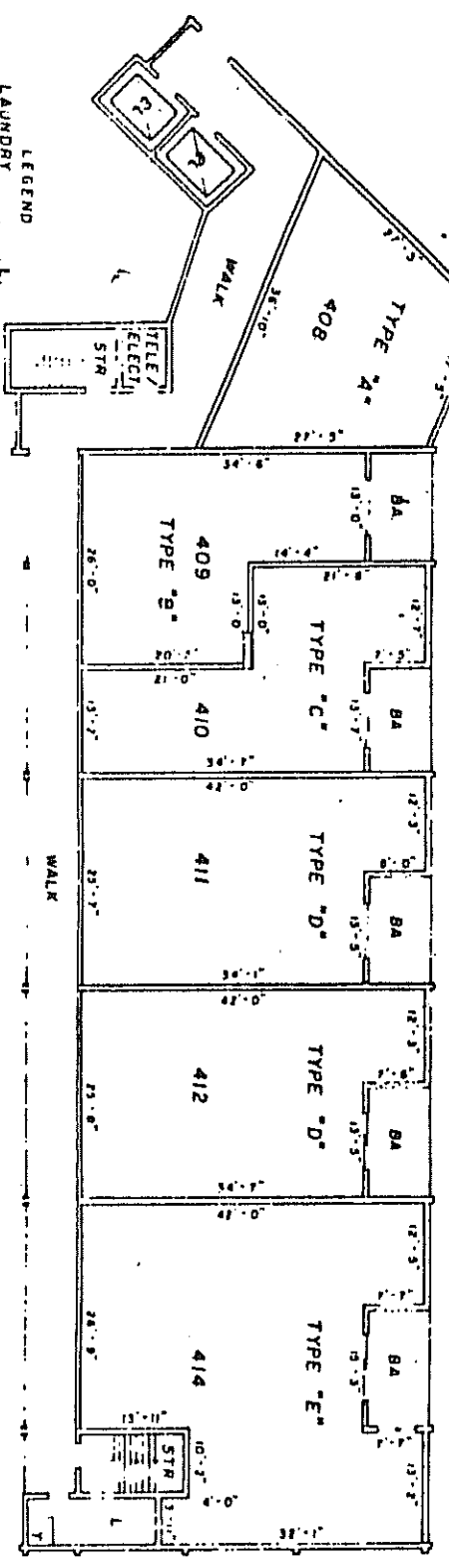
A CONDOMINIUM

PART OF SECTION 17 B18, TOWNSHIP 26 SOUTH, RANGE 16 EAST  
 PASCO COUNTY, FLORIDA

NORTHWEST WING



SOUTHEAST WING



- LEGEND
- LAUNDRY L
  - BALCONY BA
  - ELEVATOR EL
  - STAIRWAY STR
  - TELEPHONE TELE
  - TRASH T
  - B WALL B
  - 10' WALL 10'
  - ELECT C

FOURTH FLOOR PLAN

SCALE: 1"=10'

OFF 828 REC 1648



DESIGNED BY  
 E.P. ARCHITECTS ASSOCIATES  
 5100 54th Ave. N.  
 St. Petersburg, FL 33709

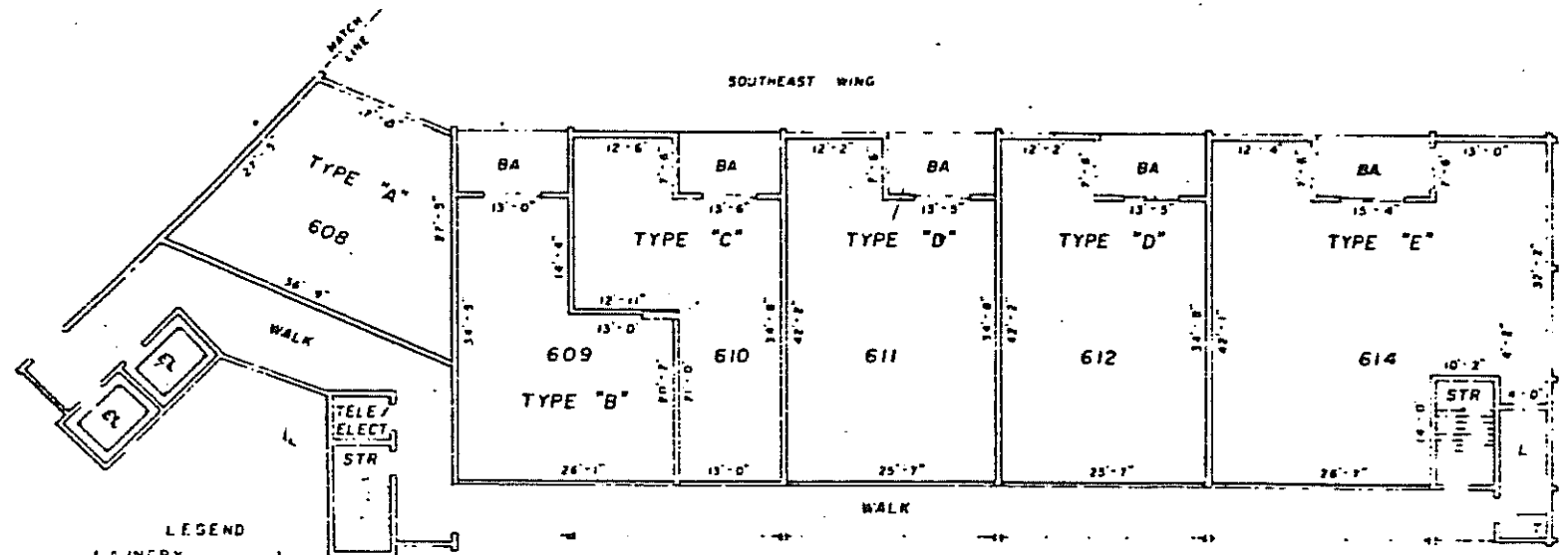
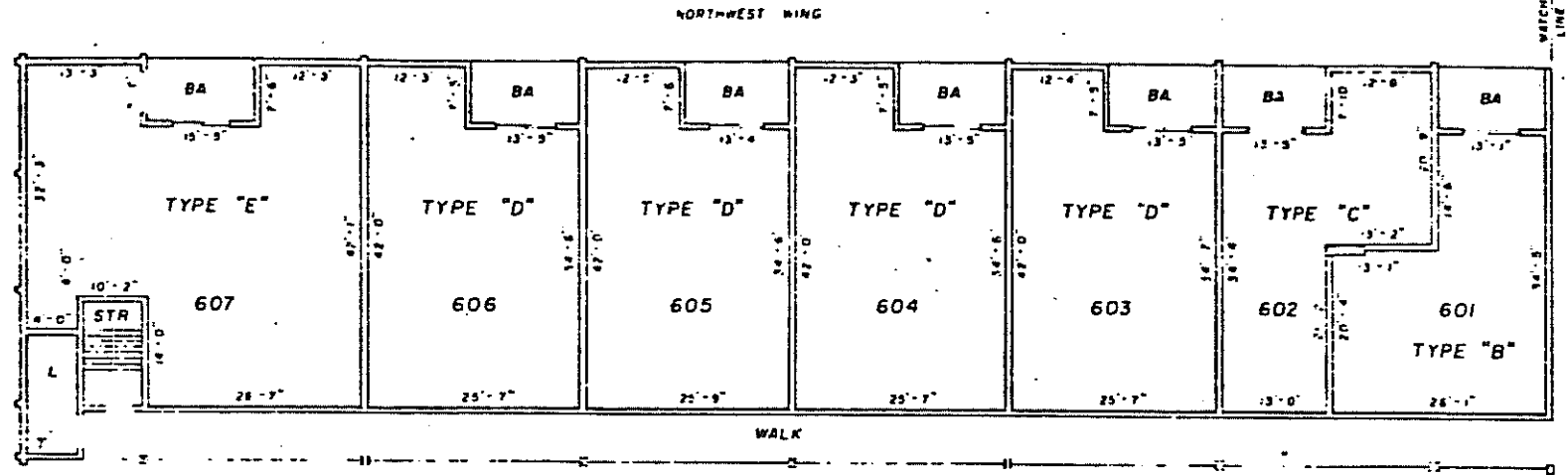




# SEA CASTLE

A CONDOMINIUM

PART OF SECTION 17 & 18, TOWNSHIP 26 SOUTH, RANGE 16 EAST  
PASCO COUNTY, FLORIDA



- LEGEND
- LAUNDRY
  - BALCONY
  - ELEVATOR
  - STAIRWAY
  - TELEPHONE
  - TRASH
  - 8" WALL
  - 10" Y
  - 4" Y
  - ELECTRIC
- L
  - BA
  - EL
  - STR
  - TELE
  - Y

SIXTH FLOOR PLAN

SCALE 1"=10'

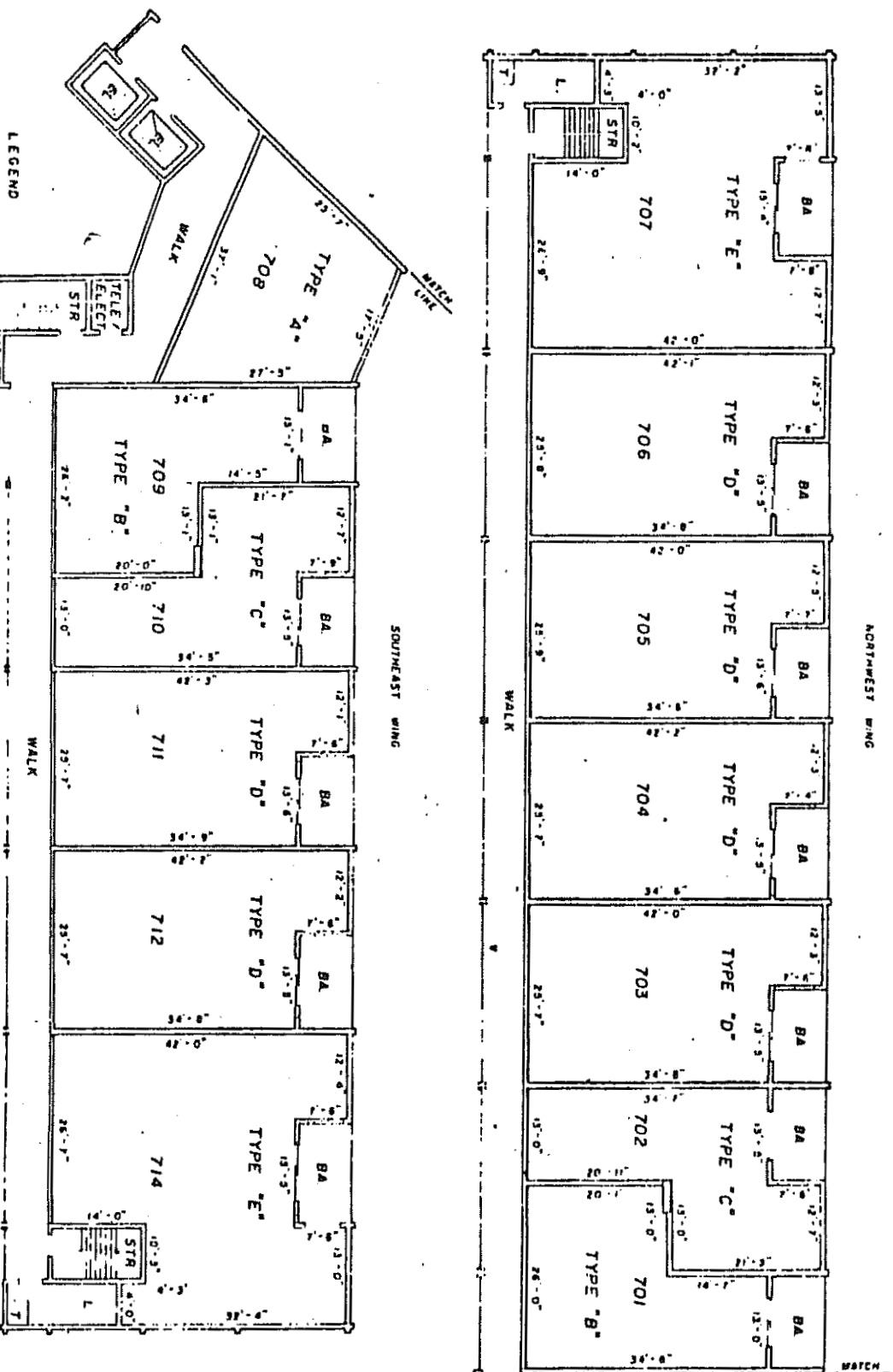
REF REC 828 PAGE 1650

PREPARED BY  
L. P. HENRY & ASSOCIATES  
OF A. HELLER, INC.  
2100 SOUTH ALA. HIGHWAY  
ST. PETERSBURG, FL 33708

# SEA CASTLE

A CONDOMINIUM

PART OF SECTION 17 B18, TOWNSHIP 26 SOUTH, RANGE 16 EAST  
PASCO COUNTY, FLORIDA



LEGEND

- L LAUNDRY
- BA BALCONY
- EL ELEVATOR
- STR STAIRWAY
- TELE TELEPHONE
- T TRASH
- W WALL
- 10' WALL
- 4' WALL
- ELECT ELECTRIC

SEVENTH FLOOR PLAN

SCALE: 1"=10'

HP 828 REC 1651

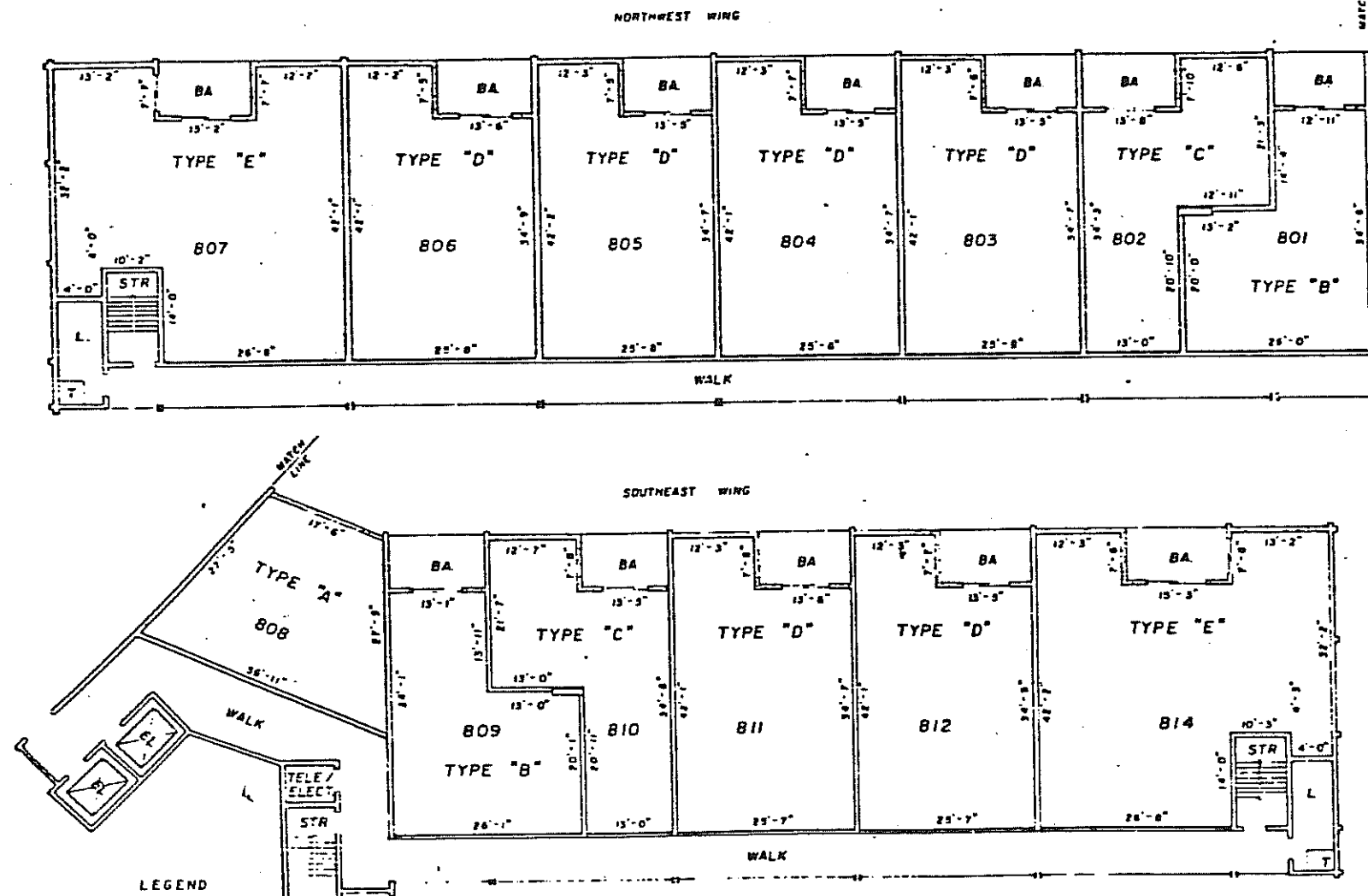


PREPARED BY  
V.P. ASSOCIATES  
1000 N. W. 10th St., Suite 100  
Fort Lauderdale, FL 33304

# SEA CASTLE

A CONDOMINIUM

PART OF SECTION 17 & 18, TOWNSHIP 26 SOUTH, RANGE 16 EAST  
PASCO COUNTY, FLORIDA



- LEGEND**
- LAUNDRY L
  - BALCONY BA
  - ELEVATOR EL
  - STAIRWAY STR
  - TELEPHONE TELE
  - TRASH T
  - 8" WALL
  - 10" WALL
  - 4" WALL
  - ELECTRIC ELECT

**EIGHTH FLOOR PLAN**

SCALE: 1" = 10'

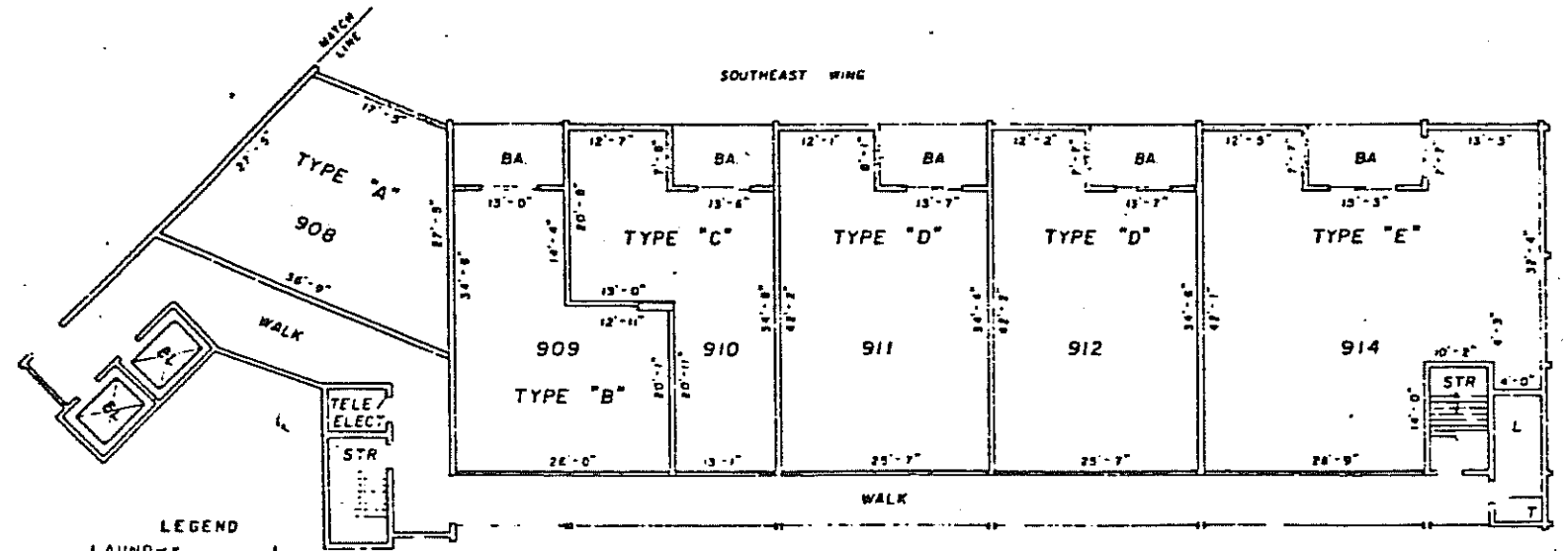
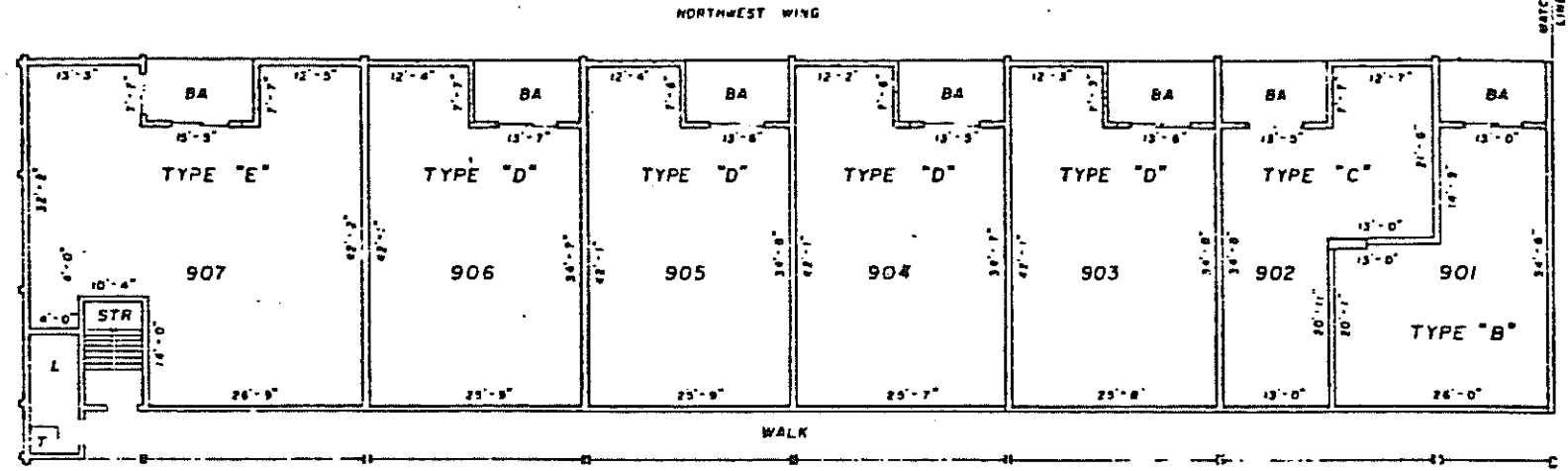
DEC 828 PAGE 1652

PREPARED BY  
L. O. PENNY & ASSOCIATES  
OF ANTLAS, INC.  
3700 24th Ave. North  
St. Petersburg, FL 33709

# SEA CASTLE

A CONDOMINIUM

PART OF SECTION 17 & 18, TOWNSHIP 26 SOUTH, RANGE 16 EAST  
PASCO COUNTY, FLORIDA



- LEGEND
- LAUNDRY ..... L
  - BALCONY ..... BA
  - ELEVATOR ..... EL
  - STAIRS ..... STR
  - TELEPHONE ..... TELE
  - TRASH ..... T
  - 8" WALL ..... [thick line]
  - 10" WALL ..... [medium line]
  - 4" WALL ..... [thin line]
  - ELECTRIC ..... ELECT

NINTH FLOOR PLAN

SCALE: 1"=10'

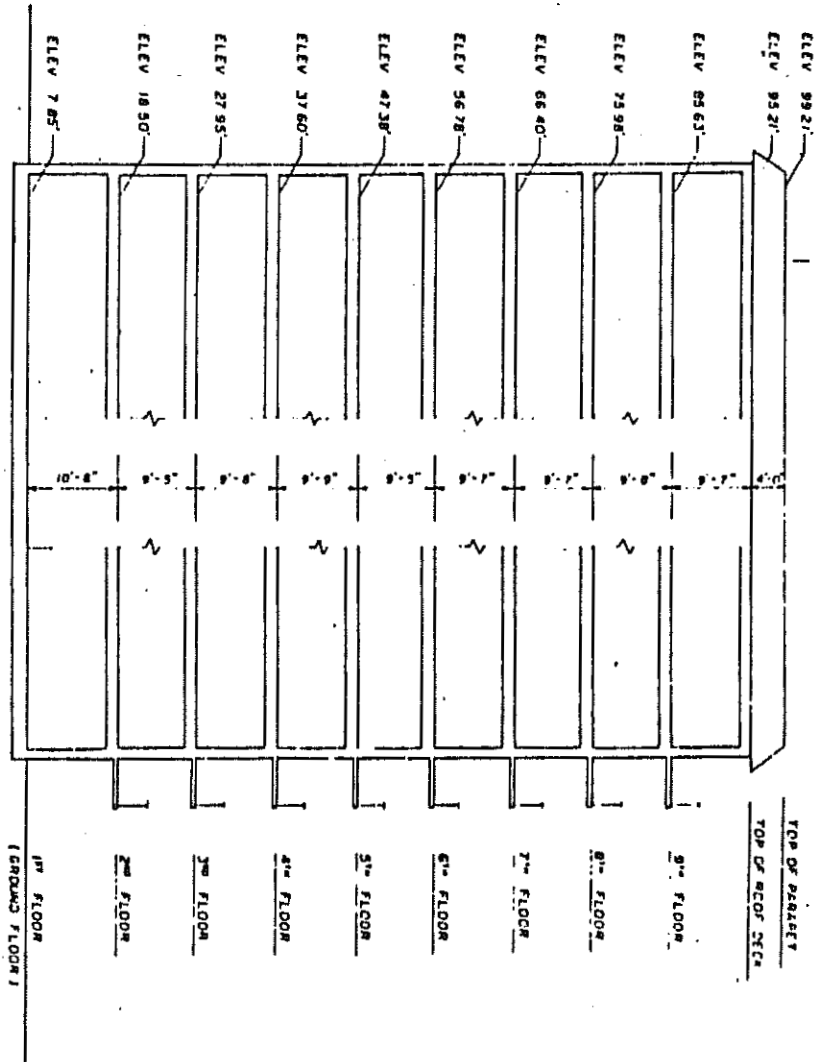
DEC 828 PAGE 1653

DESIGNED BY  
L.P. PENNY & ASSOCIATES  
OF PASCAGO, INC.  
3700 Main Ave. North  
St. Petersburg, FL 33709

# SEA CASTLE

## A CONDOMINIUM

PART OF SECTION 17 B18, TOWNSHIP 26 SOUTH, RANGE 16 EAST  
 PASCO COUNTY, FLORIDA

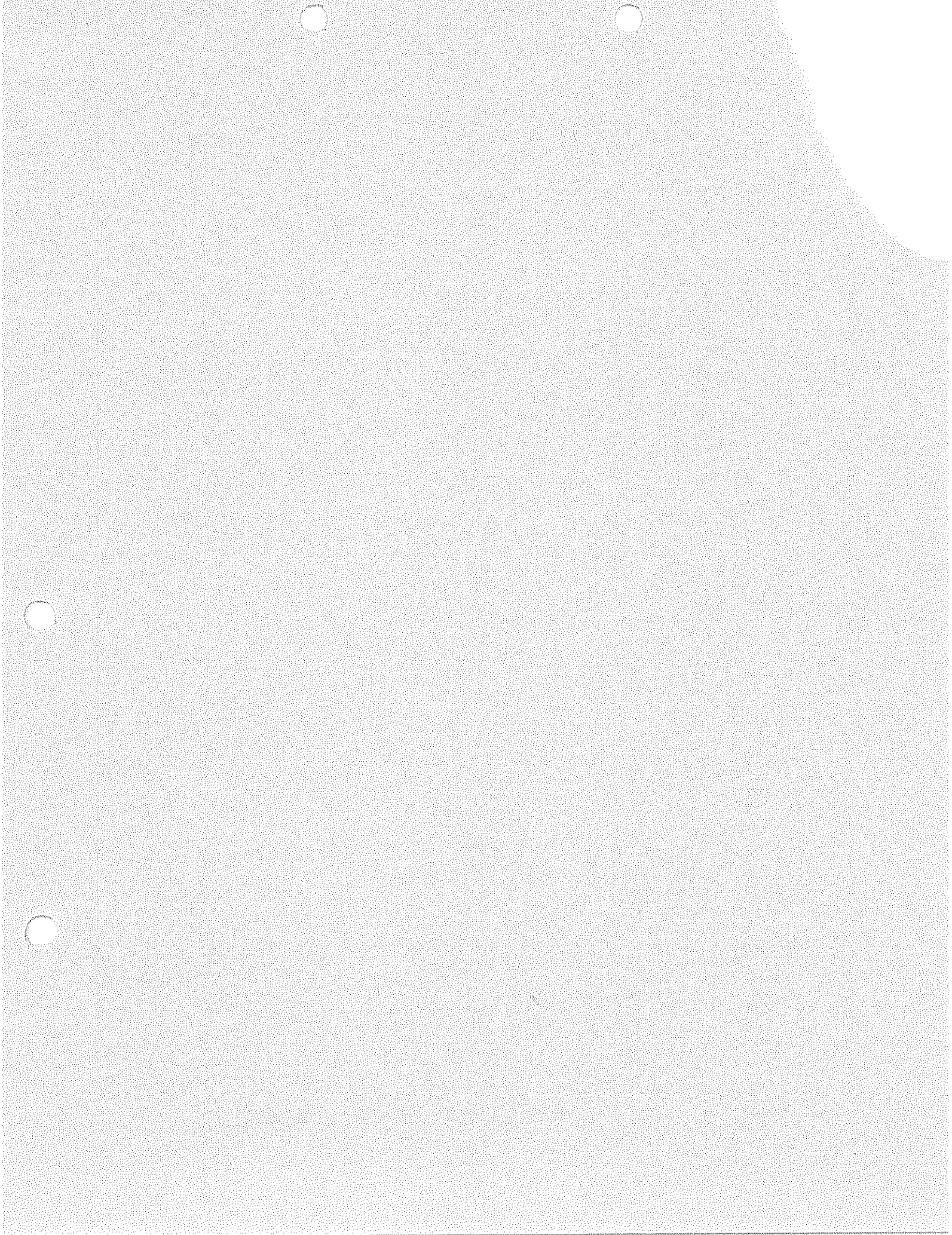


ELEVATION  
 SCALE: 1" = 10'  
 ELEVATIONS ARE C & S DATUM

828 1654



ENGINEERED BY  
 E. P. ALLEN & ASSOCIATES  
 1000 10th Ave. S.W.  
 ATLANTA, GA 30309



BY-LAWS  
OF  
THE CASTLE COUNCIL, INC.  
(A Corporation Not For Profit Under  
the Laws of the State of Florida)

---

ARTICLE I

1. These are the By-Laws of The Castle Council, Inc., a corporation not for profit under the laws of the State of Florida, hereinafter called "Association." The Association has been organized for the purpose of administering the operation and management of The Sea Castle, a Condominium to be established in accordance with the Condominium Act of the State of Florida by the recording of a Declaration of Condominium with respect to the following described property, situate, lying and being in Pasco County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED  
HERETO AND MADE A PART HEREOF

2. The office of the Association shall be 100 Sea Castle, New Port Richey, Florida, or such place as the Board of Directors may determine, from time to time.

AL  
YR  
3. The fiscal year of the Association shall be from October 1 to September 30 of the following year.

4. The seal of the Association shall bear the name of the Association; the word "Florida"; the words "Corporation Not For Profit," and the year of incorporation, an impression of which seal is as follows:

ARTICLE II

Membership, Voting, Quorum, Proxies

1. The qualifications of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in Article IV of the Articles of

EXHIBIT D

828 REC-1666

Incorporation of the Association, the provisions of which said Article IV of the Articles of Incorporation are incorporated herein by reference.

2. A quorum at members' meetings shall consist of persons present in person or by proxy, entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, or these By-Laws.

3. The vote of the owners of an Apartment owned by more than one person or by a corporation or other entity shall be cast by the person named in a Certificate signed by all of the owners of the Apartment as filed with the Secretary of the Association, and such Certificate shall be valid until revoked by subsequent Certificate. If such a Certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum or for any other purpose.

4. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting; provided that no person shall be designated to hold more than five (5) proxies.

5. Approval or disapproval by the owner of an Apartment on any matters -- whether or not the subject of an Association meeting -- shall be by the same person designated in the above described Certificate.

### ARTICLE III

#### Annual and Special Meetings of Membership

1. The first annual meeting of the membership shall be held on the third Tuesday of the month of August 1976. Said meeting shall be held at the offices of the Association at 7:30 P.M. Each year thereafter, the annual meeting shall be held on the third Tuesday of the month of August at the same time and place; Provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday. The purpose of said meetings is to elect directors and transact any other business authorized to be transacted by the members.

2. Special Members' Meetings shall be held whenever called by the President or Vice President, or by majority of the Board of Directors and must be called by such officers upon receipt of



a written request from members of the Association owning not less than three-fourth (3/4) of the Apartments.

3. Notice of all Members' Meetings, regular or special, shall be given by the President or Vice-President, or Secretary of the Association, or other officer of the Association in the absence of such officers, to each member, unless waived in writing; and such notice shall be written or printed and shall state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than fourteen (14) days or more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the Member, indicating the date on which said notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Additionally, written notice of such meeting shall be posted conspicuously at least 14 days prior to the date of said meeting. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any Members' Meeting cannot be organized because a quorum has not attended or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required, as set forth in the Articles of Incorporation, these By-Laws, or the Declaration of Condominium, the members who are present, whether in person or by proxy, may adjourn the meeting from time to time until a quorum or the required percentage of attendance, if greater than a quorum, is present.

4. At meetings of membership, the President shall preside, or in his absence, the Vice-President shall preside, or in the absence of both, the membership shall select a chairman.

5. The order of business at Annual Members' Meetings and, as far as practical, at all other Members' Meetings, shall be as follows:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of Minutes.
- (d) Reports of Officers.
- (e) Reports of Committees.
- (f) Appointment by Chairman of Inspectors of Election.

- (g) Election of Directors.
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

6. Within sixty (60) days after Apartment owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call and give not less than thirty (30) days nor more than forty (40) days notice of a membership meeting to be held for the purpose of electing such new Director(s). Such meeting may be called and a notice given by any Apartment owner if the Association shall fail to do so in the time required.

AT  
Bye

7. Not later than sixty (60) days after Apartment owners other than the Developer elect a majority of the members of the Board of Directors, a membership meeting shall be held for the purpose of allowing the Developer to relinquish control of the Association to the members and to deliver to the Association the property of the Apartment owners and of the Association held by or controlled by the Developer, including but not limited to, the following:

- (a) A certified copy of the recorded Declaration of Condominium; the Articles of Incorporation of The Castle Council, Inc.; the By-Laws of said Association; the minute book and other corporate books and records of the corporation; and a copy of the Rules and Regulations in existence at that time.
- (b) Signed resignations of officers and members of the Board of Directors who may be required to resign due to the relinquishment of control.
- (c) An accounting for Association funds.
- (d) Association funds or control thereof.
- (e) All tangible personal property which is part of the Common Elements of the Sea Castle Condominium and an inventory of such property.
- (f) A copy of the plans and specifications utilized in the construction of the improvements on the condominium property with the affidavit of the Developer, or its agent stating that the plans and specifications represent to the best of Developer's knowledge and belief the actual plans and specifications utilized in the construction of the improvements on the condominium property.

- (g) Any insurance policies relating to the condominium property or the Association.
- (h) Copies of any certificates of occupancy which may have been issued within one year of the date of the creation of the condominium.
- (i) Any other permits issued by governmental bodies applicable to the condominium which are currently in force or were issued within one year prior to the date upon which the Developer relinquished control of the Association.
- (j) Any written warranties of the contractor, subcontractors, suppliers or manufacturers which are still in force.
- (k) A roster of the Apartment owners and their addresses and telephone numbers, if known, as shown on the Developer's records.
- (l) Any leases of the Common Elements or in which the Association is lessor or lessee.
- (m) Any employment contracts in which the Association is one of the contracting parties.
- (n) Any other contracts in which the Association is one of the contracting parties, including service contracts in which the Association is one of the contracting parties or in which the Association or the Apartment owners have directly or indirectly an obligation or responsibility to pay some or all of the fee or charge of the person or persons performing the services.

8. Notwithstanding anything herein contained, until the Developer has completed all of the contemplated improvements and has closed sales of all of the Apartments, or until one (1) year from the date the Declaration of Condominium is recorded, or until the Developer elects to terminate his control of the condominium, whichever shall occur first, the proceedings of all meetings of members of the Association shall have no affect unless approved by the Board of Directors.

9. Minutes of all meetings of Apartment owners shall be kept in a business-like manner and available for inspection by Apartment owners and Board members at all reasonable times.

#### ARTICLE IV

#### DIRECTORS

1. All members of the Board of Directors elected by Apartment

owners other than the Developer shall be members of the Association. Any member of the Board of Directors appointed by the Developer need not be a member of the Association.

2. Election of Directors, other than Directors appointed by Developer, shall be conducted in the following manner:

- A.T.  
B.Y.L.
- (a) Election of Directors shall be held at the annual membership meeting, subject to the provisions of Article III, paragraph 6, and subparagraph 2(e), hereof.
  - (b) A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate not more than sixteen (16) candidates. Other nominations may be made from the floor.
  - (c) The election shall be by written ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each owner or proxy holder voting being entitled to cast as many votes for each Apartment so owned as there are Directors to be elected; provided, however, there shall be no cumulative voting and each member may not cast more than one (1) vote per Apartment owned for any person nominated as a Director.
  - (d) Vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors except as to vacancies provided by removal of Directors by members.
  - (e) Any Director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.
  - (f) Notwithstanding anything herein contained, so long as the Developer is entitled to appoint any Director of the Association, the Developer shall have the right to remove any Director appointed by it, and to fill any vacancy created by such removal or the death, resignation or inability to serve further as to any Director originally appointed by it.

3. The term of each Director's service, subject to the provisions of subparagraphs 2(e) and 2(f) above, shall extend until

his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

4. The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

5. One regular meeting of the Board of Directors shall be held annually and shall be held immediately following the annual membership meeting and at the same location. Notice of regular meetings shall be given to each Director in writing personally or by mail, or telegraph, at least ten (10) days prior to the day named for such meeting.

6. Special meetings of the Directors may be called by the President and must be called by the Secretary, at the written request of two-thirds (2/3) of the Directors. Not less than three (3) days notice of the meeting shall be given to each Director in writing personally by mail, or telegraph, which notice shall state the time, place and purpose of the meeting.

7. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed to be equivalent to the giving of notice.

8. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation, or these By-Laws.

9. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting, from time to time, until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

10. The presiding officer of Directors' meetings shall be the President; and if absent, the Vice-President shall preside. In the absence of such presiding officer, the Directors present shall designate one of their number to preside at such meeting.

11. The order of business at Directors' meetings shall be as follows:

- (a) Calling of roll.
- (b) Proof of due notice of meeting.

828 1672

- (c) Reading of Minutes and disposal of any unapproved Minutes.
- (d) Reports of Officers and Committees.
- (e) Election of Officers.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

12. Minutes of all meetings of the Directors shall be kept in a business-like manner and available for inspection by Apartment owners and Board members at all reasonable times.

13. Meetings of the Board of Directors shall be open to all Apartment owners, and the Secretary of the Association shall conspicuously post a notice to Apartment owners, notifying them of an upcoming meeting of the Board, at least forty-eight (48) hours before such meeting, except when an emergency meeting of the Board is required.

14. Emergency meetings of the Board of Directors may be held by the Directors conferring with each other by telephone. In such event, the signature of a Director on the minutes of any such meeting shall conclusively establish said Directors' presence at, and joinder in, such meeting for purposes of determining a quorum, and, unless a contrary vote is indicated, shall establish said Director's vote in favor of actions approved by the Board during such meeting.

15. Directors shall not be entitled to any fees or compensation for their services as Directors, other than direct expenses.

16. All of the powers and duties of the Association existing under the By-Laws of the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-Laws should be exercised exclusively by the Board of Directors, representatives appointed by the Board, its agents, contractors or employees, subject to approval by the members only when such approval is specifically required by appropriate documents. Such powers and duties shall include, but not necessarily be limited to, the following:

- (a) Financial. To make and collect assessments; disburse funds in its possession and the exercise of its powers and duties; pay taxes, assessments and fines which are liens against any part of the condominium other than the individual Apartments owned by others in the Association.
- (b) Control. Maintain, repair, replace and operate condominium property; purchase insurance upon the condominium property and insurance for the protection of the Association and its members; reconstruct improvements after casualty and, pursuant to the Declaration of Condominium, further improve the condominium prop-

erty; make, from time to time, reasonable rules and regulations respecting the use of the property of the condominium; and force by any lawful means the provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, the By-Laws, and the Rules and Regulations; employ personnel for reasonable compensation to perform the services required for the proper administration of the purposes of the Association.

- (c) Management Contract. To contract the maintenance, management or operation of condominium property and to delegate to the manager all powers and duties of the Association except such as are specifically required by the Declaration of Condominium or these By-Laws to have approval of the Board of Directors or the membership of the Association. No such management contracts shall be construed to be invalid by reason of the Association's delegation or assignment of its rights, duties, privileges or responsibilities as set forth in the Condominium Act or Declaration. Such contract for the maintenance, management, or operation of condominium property shall be subject to cancellation at the time and on the conditions as follows:

If the Apartment owners other than the Developer have assumed control of the Association, or if Apartment owners other than the Developer own not less than 75% of the Apartments in the condominium, the cancellation shall be by concurrence of the owners of not less than 75% of the Apartments other than the Apartments owned by the Developer. If any such contract is cancelled under this provision and the Apartment owners other than the Developer have not assumed control of the Association, the Association shall make a new contract or otherwise provide for maintenance, management, or operation in lieu of the cancelled obligation at the direction of the owners of not less than a majority of the Apartments in the condominium other than the Apartments owned by the Developer.

17. The undertakings and contracts authorized by the Initial Board shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership after Apartment owners other than the Developer are entitled to elect a majority of the Board of Directors, notwithstanding the fact that members of the Initial Board may be Directors or officers, of, or otherwise associated with, the Developer, the managing agent or firm, or other entities doing business with the Association.

## ARTICLE V

### Officers

1. The executive officers of the Association shall be a President, who shall be a Director; a Vice-President, who shall be a Director; a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors and who may peremptorily be removed by a two-thirds (2/3) vote of the Directors present at any duly constituted meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary. The Board of Directors shall, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. A vacancy in any office shall be filled by the Board of Directors.

2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association including, but not limited to, the responsibility to serve as Chairman of all Board meetings and Members' Meetings, the power to appoint committees from among the members, from time to time, as he may, in his discretion, deem appropriate, to assist in the conduct of the affairs of the Association.

3. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

4. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and service of all notices to the members and Directors, and such other notices as may be required by law. He shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal, when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Directors or President. If so directed by the Board of Directors, the duties of secretary may be fulfilled by a manager employed by the Association.



5. The Treasurer shall have custody of all of the property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; keep the books of the Association in accordance with good accounting practices; make provision for collection of assessments, and all other duties incident to the office of Treasurer. If so directed by the Board of Directors, the duties of Treasurer may be fulfilled by a manager employed by the Association.

6. No compensation shall be paid to any officer of the Association except with the approval of a majority of the membership, reflected by a vote taken at a duly constituted membership meeting. No officer who is a designee of the Developer shall receive any compensation for his services as an officer. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any Director or officer as an employee of the Association at such compensation as the Board shall determine upon, nor shall anything herein be construed as to preclude the Board from contracting with a Director or officer or any other corporation in which a Director or officer of the Association may be a stockholder, officer, director or employee, for the management of the Condominium for such compensation as shall be mutually agreed between the Board and such officer or Director.

#### ARTICLE VI

##### Fiscal Management

The provisions for fiscal management of the Association, set forth in the Declaration of Condominium and Articles of Incorporation, shall be supplemented by the following provisions:

1. The Association shall maintain separate accounts under the following classifications as shall be appropriate:

(a) Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements.

(b) Reserve accounts classified as appears below. Any or no amount may be budgeted for said reserves, in the sole discretion of the Board of Directors.

(i) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

(ii) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(iii) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which may be a part of the common elements.

2. The Association shall maintain an Assessment Roll which shall be maintained in a set of accounting books in which there shall be an account for each apartment. Such account shall designate the name and address of the owner or owners; the amount of each assessment against the owners; the dates and amounts in which assessments come due; the amounts paid upon the account; and the balance due upon assessments.

3. The Board of Directors shall adopt a Budget and an Assessment Notice for each calendar year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for such reserves as may be established. The adoption of the Budget shall comply with the requirements hereinafter set forth:

(a) A copy of the proposed Budget of common expenses shall be mailed to each Apartment owner not less than thirty (30) days prior to the meeting at which the Budget will be considered, together with a notice of the meeting indicating the time and place of such meeting.

(b) If a Budget is adopted by the Board of Directors which requires assessment against the Apartment owners in any year exceeding one hundred and fifteen (115%) per cent of such assessments for the preceding year, as hereinafter defined, upon written application of ten (10%) per cent of the Apartment owners, a special meeting of the Apartment owners shall be held within thirty (30) days of delivery of such application to the Board of Directors or any member thereof. The notice of said meeting shall state the purpose of the meeting being to consider and enact a revision of the Budget or to consider and enact the recall of any and all members of the Board of Directors and to elect their successors.

(c) During such period as Developer shall have the right to elect a majority of the Directors of the Association, recall of any and all members of the Board of Directors shall require the affirmative vote of all of the Apartment owners of such condominium. Subsequent thereto, the recall of any and all members of the Board of Directors shall require the affirmative vote of not less than seventy-five (75%) per cent of the Apartment owners.

(d) During such period of time as the Developer shall have the right to elect a majority of the Directors of the Association, a revision of the Budget adopted by the Board of Directors shall require the affirmative vote of all the Apartment owners. Sub-

sequent thereto, the revision of the Budget adopted by the Board of Directors shall require the affirmative vote of not less than seventy-five (75%) per cent of all Apartment owners.

(e) ~~So long as Developer is in control of the Board of Directors of the Association, such Board shall not impose an assessment for a year greater than one hundred and fifteen (115%) per cent of the prior year's assessment, as hereinafter defined, without the approval of a majority of the Apartment owners.~~

(f) Notwithstanding the foregoing, the Board of Directors may, in any event, propose a Budget to the Apartment owners at a meeting of members or by writing and if such Budget or proposed Budget be approved by the Apartment owners at the meeting or by majority of their whole number by a writing, such Budget shall not thereafter be reexamined by the Apartment owners in the manner hereinabove set forth, nor shall the members be entitled to recall any Board members in the manner hereinabove set forth.

(g) In determining whether a budget requires assessment against Apartment owners in any year exceeding one hundred and fifteen (115%) per cent of assessments for the preceding year, there shall be excluded in the computations any provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the condominium property or in respect of anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation assessments for betterments to the condominium property, provided, however, that no assessment for betterments shall be assessed against any owner or owners of any one Apartment in excess of \$500.00 without approval of the membership of the Association.

4. In the event that the Board of Directors shall be unable to adopt a Budget for the Association in accordance with the requirements of paragraph 3 above, the Directors may call a special membership meeting for the purpose of considering and adopting the Budget for the Association, which meeting shall be called and held in the manner provided for such special membership meetings in subparagraph (b) above, and such Budget adopted by the membership, upon the approval of the majority of the Board of Directors, shall become the Budget of the Association for such year.

5. Assessments against the Apartment owners for their share of the items of the Budget shall be made for the calendar year annually in advance on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in equal installments, payable on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the Budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the calendar year for which an amended assessment is made shall be payable in as many equal installments as there are full months of the calendar year left as of the date of such amended assessment, each such monthly installment to be paid on the first day of the month, commencing the first day of the next ensuing month. Provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

6. Recognizing that it is extremely difficult to adopt a budget for each calendar year that exactly coincides with the actual expenses during that year, the Board of Directors shall report to the Apartment owners at the annual meeting of such owners, the amount, if any, by which assessments for the preceding fiscal year have exceeded the expenditures of Association. Such excess shall be applied automatically against the following year's assessments.

7. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

8. Fidelity bonds <sup>shall</sup> may be required by the Board of Directors for all persons handling or responsible for Association funds in such amount as shall be determined by the Board. The premiums on such bonds shall be paid by the Association.

9. An audit of the accounts of the Association <sup>may</sup> shall be made annually by a Certified Public Accountant, and a copy of the audit report shall be furnished each member of the Association not later than December 1st of the year following the year for which the report is made.

#### ARTICLE VII

#### Parliamentary Rules

Roberts Rules of Order (latest edition) shall govern the con-

duct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of Florida.

### ARTICLE VIII

#### Amendments to By-Laws

Amendments to these By-Laws shall be proposed and adopted in the following manner:

1. Amendments to these By-Laws may be proposed by a majority of the Board of Directors of the Association or upon vote of a majority of the Owners of Apartments, whether meeting as members or by instrument, in writing, signed by them.

2. Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall, thereupon, call a Special Joint Meeting of the members of the Board of Directors of the Association and the membership for a date not soon than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as the notice of the call of a Special Meeting of the members is required, as herein set forth.

AT  
MIL  
2/3  
3. In order for such amendment or amendments to become effective, the same shall be approved by an affirmative vote of the majority of the entire membership of the Board of Directors and by an affirmative vote of the members owning not less than seventy-five (75%) percent of the Apartments in the Condominium. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the public records of Pasco County, Florida, within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the Directors and members. 2/3

4. At any meeting held to consider such amendment or amendments to the By-Laws, written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

5. Until the first election of Directors by Apartment owners other than the Developer, proposal of an amendment and approval

thereof need be had.

6. Notwithstanding anything to the contrary contained herein, no amendment shall discriminate against any Apartment owner nor against any Apartment or class or group of Apartments unless the Apartment owners so affected consent. No amendment shall be made that is in conflict with the Condominium Act, the Articles of Incorporation, or any of the provisions of the Declaration of Condominium.

#### ARTICLE IX

##### Contracts, Checks, Deposits and Funds

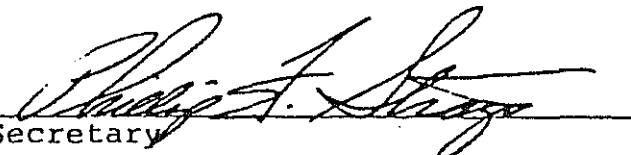
1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.


2. Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer, and countersigned by the President or a Vice-President of the Association.

3. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

4. Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

The foregoing was adopted as the By-Laws of the S.C. Association, Inc., a corporation not for profit, under the laws of the State of Florida at the first meeting of the Board of Directors on December 24, 1975.

  
Secretary

APPROVED:   
President

REC 628 - MAR 16 1975

Being a replat of all of Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14, Block 2 of FLOR-A-MAR, SECTION 1-A, as recorded in Plat Book 6, Page 102, of the Public Records of Pasco County, Florida.

Also, Lot 4, Block 2, of FLOR-A-MAR, SECTION 1-B as recorded in Plat Book 7, Page 11 and 11-A, of the Public Records of Pasco County, Florida, LESS AND EXCEPT the Northeasterly 115.00 feet of said Lot 4.

Also, LESS AND EXCEPT the following described portion of said Lot 5 FLOR-A-MAR, SECTION 1-A:

Commence at the Northeast corner of said Lot 5, thence along the East line of said Lot 5 S. 23°44'30" W., a distance of 9.95 feet to the Point of Beginning; thence continue along said East line S. 23°44'30" W., a distance of 105.05 feet to the P.C. of a curve concave to the Northwest, having a radius of 25.00 feet and a chord of 35.35 feet, S. 68°44'18" W.; thence Southwesterly along the arc of said curve a distance of 39.27 feet to the P.T. of said curve; thence N. 66°15'55" W., a distance of 64.20 feet; thence N. 23°59'02" E., a distance of 91.25 feet; thence S. 66°00'58" E., a distance of 2.60 feet; thence N. 37°25'16" E., a distance of 40.07 feet; thence S. 66°10'30" E., a distance of 76.74 feet to the Point of Beginning.

The remaining area being further described as follows: Commence at the common corner of Section 7, 8, 17, 18, Township 26 South, Range 16 East, Pasco County, Florida; thence S. 0°06'31" W., along the East line of Section 18 a distance of 999.70 feet to the Westerly Right-of-Way line of U.S. Highway 19 as now constructed, thence N. 23°44'30" E., along said Westerly Right-of-Way line a distance of 465.12 feet; thence N. 66°15'55" W., a distance of 75.00 feet to the Northeast corner of commercial Lot 5, Block 2, FLOR-A-MAR, SECTION 1-A, as recorded in Plat Book 6, Page 102, Public Records of Pasco County, Florida, and the Point of Beginning.

From said Point of Beginning, thence along the East line of said Lot 5, S. 23°44'30" W., a distance of 9.95 feet; thence N. 66°10'30" W., a distance of 76.74 feet; thence S. 37°25'16" W., a distance of 40.07 feet; thence N. 66°00'58" W., a distance of 2.60 feet; thence S. 23°59'02" W., a distance of 91.25 feet; thence N. 66°15'55" W., a distance of 225.96 feet to the P.C. of a curve concave to the Northeast, having a radius of 165.44 feet and a chord of 126.62 feet N. 43°45'55" W., thence Northwesterly along the arc of said curve a distance of 129.94 to the P.T. of said curve; thence N. 21°15'55" W., a distance of 318.00 feet; thence N. 68°44'05" E., a distance of 125.00 feet; thence S. 21°15'55" E., a distance of 313.53 feet; thence S. 66°15'55" E., a distance of 226.92 feet; thence N. 23°44'30" E., a distance of 60.00 feet; thence S. 66°15'55" E., a distance of 140.00 feet; thence S. 23°44'30" W., a distance of 40.00 feet; thence S. 68°44'18" W., a distance of 28.28 feet to the Point of Beginning.

2891  
628  
829

Containing 2.0942 acres M.O.L.

GUARANTEED MONTHLY ASSESSMENTS

Guaranteed Maximum Monthly Assessment for Apartment Units, by Type, during Period Budget Guaranteed by Developer pursuant to Article XXVI, Subparagraph (O), Declaration of Condominium

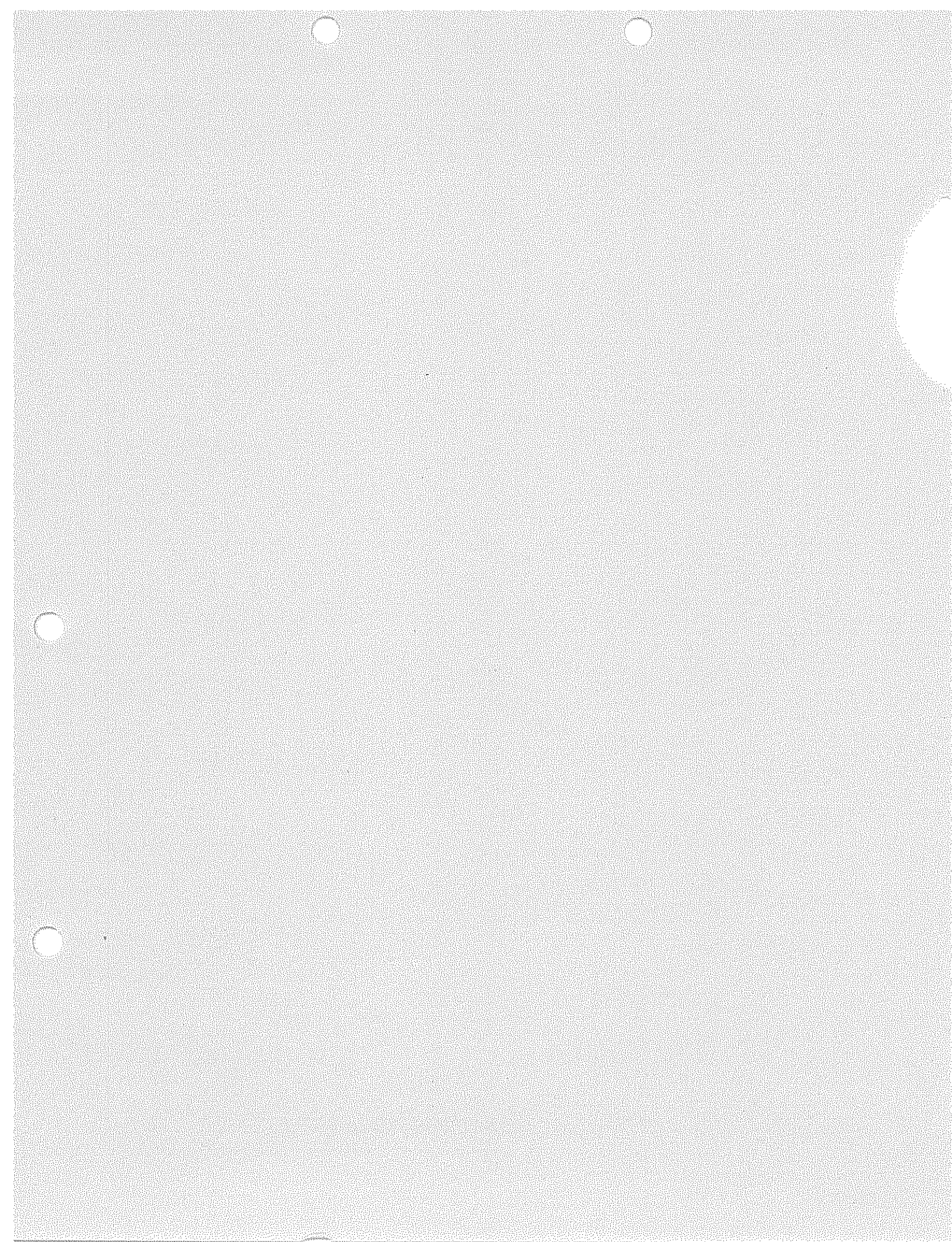
Apartment Type

A	\$36.08
B	\$36.52
C	\$37.83
D	\$51.30
E	\$74.78

REC 628 AUG 16 1983

EXHIBIT E





# STATE OF FLORIDA

DEPARTMENT OF STATE



I certify that the following is a true and correct copy of

## CERTIFICATE OF INCORPORATION

OF

THE CASTLE COUNCIL, INC.

filed in this office on the 20th day of February

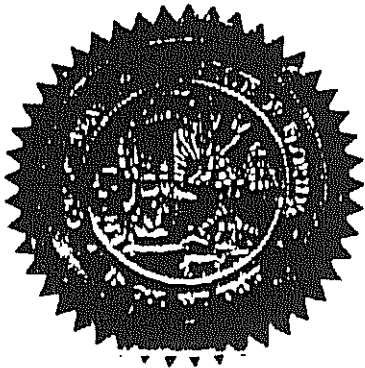
19 76 .

Charter Number: 7-35,001

GIVEN under my hand and the Great  
Seal of the State of Florida, at  
Tallahassee, the Capital, this the  
20th day of February  
1976

A handwritten signature in cursive script, reading "Bruce G. Smith".

SECRETARY OF STATE



Corp 94  
Revised 1-20-75

EXHIBIT C

828 1655

ARTICLES OF INCORPORATION

OF

~~THE CASTLE COUNCIL, INC.~~  
(A Corporation Not for Profit)

In Order to form a corporation under the provisions of Chapter 617 of the Laws of the State of Florida for the Formation of Corporations Not for Profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned.

ARTICLE I

The name of the Corporation shall be:

THE CASTLE COUNCIL, INC.  
(hereinafter referred to as the "Association")

The Registered Agent of the Association is LESLIE D. SCHARF, 2600 First Financial Tower, Tampa, Florida 33602, and the street address of the registered office of the Association is 2600 First Financial Tower, Tampa, Florida 33602.

ARTICLE II

AT  
ART

The purposes and objects of the Association shall be to serve as an entity pursuant to Section 712, Chapter 71, Florida Statutes, hereinafter called the "Condominium Act," and to administer the operation and management of THE SEA CASTLE, a Condominium to be established in accordance with the Condominium Act by the recording of a Declaration of Condominium with respect to the following described property, situate, lying and being in Pasco County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY  
REFERENCE MADE A PART HEREOF,

and to undertake the performance of the acts and duties incident to and administration of the operation and management of said Condominium in accordance with the terms, provisions, conditions, and authorizations contained in these Articles of Incorporation, and which may be contained in the formal Declaration of Condominium which will be recorded in the public records of Pasco County, Florida; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said condominium. The Association shall be conducted as a non-profit organization for the benefit of its members and the Association shall make no distributions or income to its members, directors or officers.

ARTICLE III

The Association shall have the following powers:

718  
828 1656

1. The Association shall have all of the powers and privileges granted to Corporations Not for Profit under the law pursuant to which this Association is chartered and not in conflict with the Condominium Act of the State of Florida or these Articles of Incorporation.

2. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles of Incorporation and the Declaration of Condominium.

3. The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, but not limited to, the following:

(a) To make and establish reasonable rules and regulations governing the use of Apartments, Common Elements and Limited Common Elements in said Condominium as said terms may be defined in said Declaration of Condominium to be recorded.

(b) To buy, sell, lease, mortgage, or otherwise deal with any and all property, whether real or personal.

(c) To levy and collect assessments against members of the Association to defray the common expenses of the Condominium as may be provided in said Declaration of Condominium and in the By-Laws of this Association which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing, and otherwise trading and dealing with such property, whether real or personal, including Apartments in said Condominium.

(d) To maintain, repair, replace, operate and manage the Condominium and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvements of Condominium property.

(e) To contract for the management of the Condominium and to delegate to such contractor all of the powers and duties of the Association except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or Membership of the Association.

(f) To enforce the provisions of said Declaration of Condominium, these Articles of Incorporation, the By-Laws of the Association which may be hereafter adopted, and the Rules and Regulations governing the use of said Condominium as may be hereafter established.

828 PAGE 1657

(g) To approve or disapprove the transfer, lease, mortgage and ownership of Apartments as may be provided by the Declaration of Condominium and by the By-Laws.

(h) To execute, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Declaration of Condominium aforementioned.

(i) All funds and the titles to all property acquired by the Association, and their proceeds, shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws of the Association.

#### ARTICLE IV

The qualification of the members, the manner of their admission to membership and termination of such membership and voting by members shall be as follows:

1. The record owners of all Apartments in said Condominium shall be members of the Association and no other persons or entities shall be entitled to membership except as provided in item (5) of Article IV hereof.

2. Membership shall be acquired by recording in the public records of Pasco County, Florida, a deed or other instrument establishing record title to an Apartment in Sea Castle Condominium, the owner designated by such instrument thus becoming a member of the Association, and the membership of the prior owner being thereby terminated, provided, however, that any party who owns more than one Apartment shall remain a member of the Association so long as he shall retain title to or a fee ownership interest in any Apartment.

3. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Apartment. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held, or used for the benefit of the Membership and for the purposes authorized herein, in the Declaration of Condominium, and in the By-Laws which may be hereafter adopted.

4. On all matters on which the Membership shall be entitled to vote, there shall be only one vote for each Apartment, which vote may be exercised or cast by the owner or owners of each Apartment in such manner as may be provided in the By-Laws hereafter adopted by the Association. Should any member own more than one Apartment, such member shall be entitled to exercise or cast as many votes as he owns Apartments, in the manner provided by said By-Laws.

REC 828 1658

5. Until such time as the land described in Exhibit "A" shall be submitted to a plan of condominium ownership by the recordation of a Declaration of Condominium, the membership of the Association shall be comprised of the Subscribers to these Articles, each of which Subscriber shall be entitled to cast one vote on all matters on which the Membership shall be entitled to vote.

ARTICLE V

The Association shall have perpetual existence.

ARTICLE VI

The principal office of the Association shall be located at The Sea Castle, 100 Sea Castle, New Port Richey, Florida 33552, but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors; furthermore, the Board of Directors may from time to time relocate the aforesaid principal office.

ARTICLE VII

*2 yr Terms*  
*A. ART*  
1. The affairs of the Association shall be managed by a Board of Directors. The number of persons which will constitute the entire Board of Directors shall be not less than three (3) nor more than nine (9). ~~Until such time as Apartment owners other than the Developer own fifteen (15%) percent or more of the units which will ultimately be operated by the Association, the number of persons which shall constitute the entire Board of Directors shall be three (3), all of whom shall be appointed by the Developer.~~

Subsequent to Apartment owners other than the Developer obtaining ownership of fifteen (15%) percent or more of the Apartments ultimately to be operated by the Association, the number of Directors which shall constitute the entire Board of Directors shall be six (6), four (4) of whom shall be appointed by the Developer and one (1) of whom shall be elected by the Apartment owners other than the Developer.

Subsequent to the expiration of three (3) years after sales by the Developer have been closed on fifty (50%) percent of the Apartments which will be ultimately operated by the Association; or the expiration of three (3) months after sales have been closed by the Developer on ninety (90%) percent of the Apartments which will ultimately be operated by the Association; or upon the date whereupon all Apartments which will ultimately be operated by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business; whichever event shall be the first to occur, the number of Directors which shall constitute the entire Board

~~of Directors shall be nine (9), five (5) of whom shall be elected by Apartment owners other than the Developer, and four (4) of whom shall be appointed by the Developer.~~

~~Subsequent to the time that the Developer ceases to own any Apartments, or ceases to own any Apartments which are being offered for sale or lease by the Developer in the ordinary course of business, the number of Directors which shall constitute the entire Board of Directors shall be five (5), all of whom shall be elected by Apartment owners.~~

2. The first annual membership meeting shall be held on the third Tuesday of the month of August, 1976.

3. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified in accordance herewith, or until removed, are as follows:

<u>Name</u>	<u>Address</u>
Thomas E. Campbell	300 Interstate North, Atlanta, Georgia
Joseph S. Hiatt, III	300 Interstate North, Atlanta, Georgia
Phillip F. Strazis	2 Floramar Terrace South, New Port Richey, Florida

#### ARTICLE VIII

The affairs of the Association shall be administered by the officers in accordance with the By-Laws. The President, Vice-President, Secretary and Treasurer, and such Assistant Secretaries and Assistant Treasurers as the Board of Directors may from time to time designate shall constitute the officers of the Association. The officers of the Association shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President: Thomas E. Campbell  
Vice-President: Joseph S. Hiatt, III  
Secretary: Phillip F. Strazis  
Treasurer: Phillip F. Strazis

REC 828 PAGE 1660

ARTICLE IX

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE X

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification, shall be in addition to and not exclusive of all other rights to which such Directors or officers may be entitled.

The Board of Directors may, and shall if the same is reasonably available, purchase liability insurance to insure all Directors, officers or agents, past and present, against all expenses and liabilities as set forth above. The premiums for such insurance should be paid by the Apartment owners as part of the Common Expenses.

ARTICLE XI

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the members of the Association owning a majority of the Apartments whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) days nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the member at his post office address as it appears in

828 MAR 16 1961



in the records of the Association and the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association whether before or after the holding of the meeting shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of a majority of the Board of Directors and an affirmative vote of the members owning not less than seventy-five (75%) percent of the Apartments in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of the State of Florida, and upon the registration of such amendment or amendments with the said Secretary of State a certified copy thereof shall be recorded in the public records of Pasco County, Florida, within ten (10) days from the date on which the same are so registered. At any meeting held to consider such amendment or amendments of these Articles of Incorporation, the written vote of any member of the Association shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

Provided, however, that no amendment shall make changes in the qualifications for membership nor the voting rights of the members, nor any change in Article III, Paragraph 3(i), without approval in writing of all members and the joinder of all record owners of mortgages on the Apartments, including the Developer. No amendment shall be adopted without the consent and approval of the Developer, so long as it shall own five (5) or more condominium units in The Sea Castle, a condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers and/or options herein provided in favor of or reserved to the Developer or any person who is an Officer, Stockholder, or Director of the Developer, or any corporation having some or all of its Directors, Officers or Stockholders in common with the Developer, unless the Developer shall join in the execution of such amendment.

#### ARTICLE XII

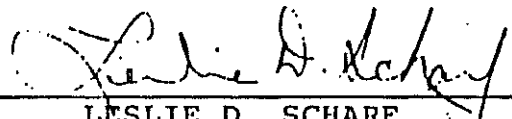
In the absence of fraud, no contract or other transaction between the Association and any other person, firm, corporation or partnership shall be affected or invalidated by reason of the fact that any Director or Officer of the Association is pecuniarily or otherwise interested therein.

#### ARTICLE XIII

The names and addresses of the Subscribers to these Articles of Incorporation are as follows:

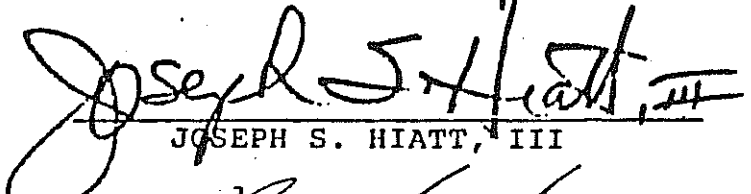
<u>Name</u>	<u>Address</u>
Thomas E. Campbell	300 Interstate North Atlanta, Georgia
Joseph S. Hiatt, III	300 Interstate North Atlanta, Georgia
Phillip F. Strazis	2 Floramar Terrace South New Port-Richey, Florida


The Resident Agent to accept service of process within this State for said Association shall be Leslie D. Scharf, Esquire, located at 2600 First Financial Tower, Tampa, Florida. Having been named to accept service of process for the above-stated Association at the place designated herein, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.

  
 \_\_\_\_\_  
 LESLIE D. SCHARF

IN WITNESS WHEREOF, the Subscribers have hereunto set their hands and seals this 23<sup>rd</sup> day of December, 1975.

  
 \_\_\_\_\_  
 THOMAS E. CAMPBELL

  
 \_\_\_\_\_  
 JOSEPH S. HIATT, III

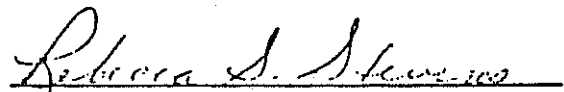
  
 \_\_\_\_\_  
 PHILLIP F. STRAZIS

STATE OF GEORGIA )  
 COUNTY OF Cobb ) ss

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of December, 1975, by Thomas E. Campbell.

My Commission Expires:

Notary Public, Georgia, State at Large  
 My Commission Expires Nov. 12, 1977

  
 \_\_\_\_\_  
 NOTARY PUBLIC  
 State of Georgia at Large

STATE OF GEORGIA )  
 )  
COUNTY OF Col. sb ) ss

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of December, 1975 by Joseph S. Hiatt, III.

Richard J. Hill  
NOTARY PUBLIC

My Commission Expires:

Notary Public, Georgia, State at Large  
My Commission Expires Nov. 12, 1977

STATE OF FLORIDA )  
 )  
COUNTY OF HILLSBOROUGH ) ss

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of December, 1975 by Phillip F. Strazis.

Richard J. Hill  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Oct. 27, 1978

REC 828 PAGE 1664

Being a replat of all of Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14, Block 2 of FLOR-A-MAR, SECTION 1-A, as recorded in Plat Book 6, Page 102, of the Public Records of Pasco County, Florida.

Also, Lot 4, Block 2, of FLOR-A-MAR, SECTION 1-B as recorded in Plat Book 7, Page 11 and 11-A, of the Public Records of Pasco County, Florida, LESS AND EXCEPT the Northeasterly 115.00 feet of said Lot 4.

Also, LESS AND EXCEPT the following described portion of said Lot 5 FLOR-A-MAR, SECTION 1-A:

Commence at the Northeast corner of said Lot 5, thence along the East line of said Lot 5 S. 23°44'30" W., a distance of 9.95 feet to the Point of Beginning; thence continue along said East line S. 23°44'30" W., a distance of 105.05 feet to the P.C. of a curve concave to the Northwest, having a radius of 25.00 feet and a chord of 35.35 feet, S. 68°44'18" W.; thence Southwesterly along the arc of said curve a distance of 39.27 feet to the P.T. of said curve; thence N. 66°15'55" W., a distance of 64.20 feet; thence N. 23°59'02" E., a distance of 91.25 feet; thence S. 66°00'58" E., a distance of 2.60 feet; thence N. 37°25'16" E., a distance of 40.07 feet; thence S. 66°10'30" E., a distance of 76.74 feet to the Point of Beginning.

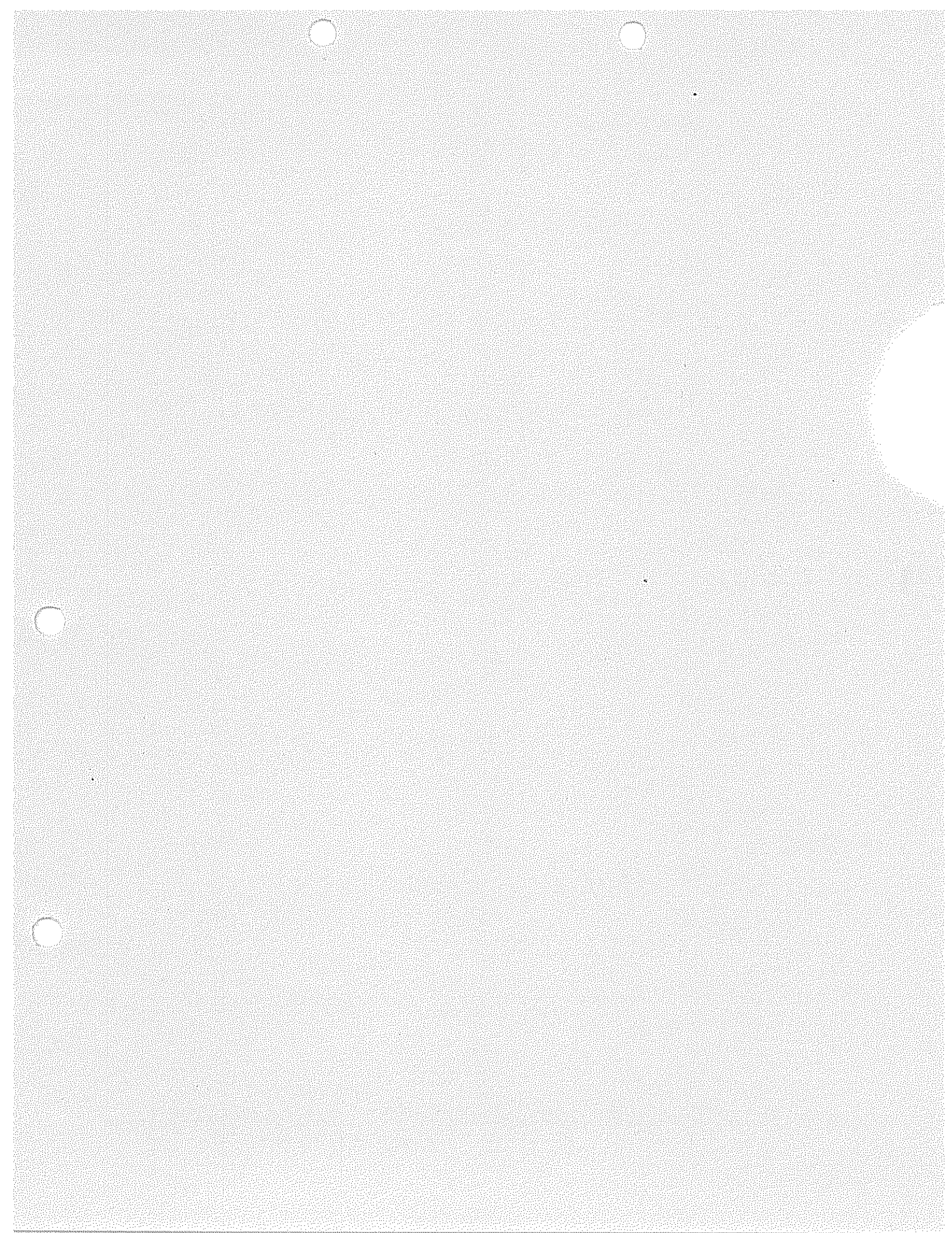
The remaining area being further described as follows: Commence at the common corner of Section 7, 8, 17, 18, Township 26 South, Range 16 East, Pasco County, Florida; thence S. 0°06'31" W., along the East line of Section 18 a distance of 999.70 feet to the Westerly Right-of-Way line of U.S. Highway 19 as now constructed, thence N. 23°44'30" E., along said Westerly Right-of-Way line a distance of 465.12 feet; thence N. 66°15'55" W., a distance of 75.00 feet to the Northeast corner of commercial Lot 5, Block 2, FLOR-A-MAR, SECTION 1-A, as recorded in Plat Book 6, Page 102, Public Records of Pasco County, Florida, and the Point of Beginning.

From said Point of Beginning, thence along the East line of said Lot 5, S. 23°44'30" W., a distance of 9.95 feet; thence N. 66°10'30" W., a distance of 76.74 feet; thence S. 37°25'16" W., a distance of 40.07 feet; thence N. 66°00'58" W., a distance of 2.60 feet; thence S. 23°59'02" W., a distance of 91.25 feet; thence N. 66°15'55" W., a distance of 225.96 feet to the P.C. of a curve concave to the Northeast, having a radius of 165.44 feet and a chord of 126.62 feet N. 43°45'55" W., thence Northwesterly along the arc of said curve a distance of 129.94 to the P.T. of said curve; thence N. 21°15'55" W., a distance of 318.00 feet; thence N. 68°44'05" E., a distance of 125.00 feet; thence S. 21°15'55" E., a distance of 313.53 feet; thence S. 66°15'55" E., a distance of 226.92 feet; thence N. 23°44'30" E., a distance of 60.00 feet; thence S. 66°15'55" E., a distance of 140.00 feet; thence S. 23°44'30" W., a distance of 40.00 feet; thence S. 68°44'18" W., a distance of 28.28 feet to the Point of Beginning.

Containing 2.0942 acres M.O.L.

EXHIBIT A

628 1665



SCHEDULE OF AMENDMENTS  
TO  
DECLARATION OF CONDOMINIUM  
FOR  
SEA CASTLE, A CONDOMINIUM

1. Article VII of the Declaration of Condominium is amended to read as follows:

"The Common Elements, except the Limited Common Elements, shall be, and the same hereby are declared to be subject to a perpetual non-exclusive easement which said easement is hereby created, in favor of all of the owners of Apartments in the Condominium for their use and for the use of their immediate families, guests and invitees, for all proper and normal purposes, including, but not limited to, ingress and egress, and for the furnishing of services and facilities for which the same are reasonably intended. Notwithstanding anything above provided in this article, the Castle Council, Inc., hereinafter identified, shall have the right to establish the rules and regulations governing the use and enjoyment of all Common Elements and pursuant to which the owner or owners of any apartment may be entitled to the exclusive use of any area or space or spaces."

2. The second paragraph of Article IX of the Declaration of Condominium is hereby deleted in its entirety.

3. Article XIII of the Declaration of Condominium is amended to read as follows:

"Each Apartment is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and invitees. No owner or owners of any Apartment shall lease or rent his Apartment for a period less than 90 days nor permit use of the same for transient hotel or commercial purposes.

EXHIBIT A

4. Article XVIII of the Declaration of Condominium is amended to read as follows:

"No owner of the Apartment shall permit there to be any structural modifications or alterations in such Apartment without first obtaining the written consent of the Association which consent may be withheld in the event that a majority of the Board of Directors of said Corporation determine in their sole discretion that such structural modifications or alterations would adversely affect or in any manner be detrimental to the Condominium in part or in its entirety. No modification or alteration shall be permitted which would cause any increase in any insurance premiums paid by the Association. If the modification or alteration desired by the owner of any Apartment involves the removal of any permanent interior partition, the Association shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition, and so long as the removal thereof would in no manner affect or interfere with the provision of utility services constituting Common Elements located therein. No owner shall cause any improvements or changes to be made to the exterior of the Apartment or any Limited Common Elements, including painting or other decoration, or the installation of electrical wiring, television antenna, machines or air conditioning units, which may protrude through the walls or roof of the Condominium or in any manner change the appearance of any portion of the building not within the walls of such Apartment, without the written consent of the Association being first had and obtained.

5. The first paragraph of Article XX of the Declaration of Condominium is amended to read as follows:

"Every owner must keep and maintain his Apartment, its equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within his Apartment, which, if omitted, would affect the Condominium or any portion thereof, being expressly responsible for the damages and liabilities which is failure to do so may engender. Notwithstanding anything contained in this Declaration, the owner of each Apartment shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all windows and screens, screen enclosures, and exterior doors, door frames and hardware, including sliding glass doors and all air conditioning and heating

equipment, stoves, refrigerators, fans and other appliances and equipment, and which may now or hereinafter be situated in his Apartment. Such owner shall further be responsible and liable for maintenance, repair and replacement of all non-supporting walls and partitions, and any wall, ceiling, and floor exterior surfaces, painting, decorating and furnishing, and all other accessories which such owner may desire to place or maintain in his Apartment. Such owner shall be responsible for cleaning the interior of his assigned storage locker, or lockers and the balcony contiguous to his Apartment. Owner shall only be responsible for repair of said items if damage is due to owner's negligence or misconduct. Whenever the maintenance, repair and replacement of any items for which the owner of an Apartment is obligated to maintain, repair or replace at his own expense, is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association, shall be used for the purpose of making such maintenance, repair or replacement, except that the owner of such Apartment shall be, in such instance, required to pay such portion of the cost of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provisions of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement."

6. Section (D) of Article XXIII of the Declaration of Condominium is amended to read as follows:

Substantial rewording of text. See Section (D) of Article XXII for present text.)

"(D) Such other insurance coverage, other than title insurance, as the Board of Directors of the Association, in its sole discretion, may determine from time to time to be in the best interests of the Association and the owners of all of the Apartments.

All liability insurance maintained by the Association shall contain cross-liability endorsements to cover liability of all owners of Apartments as a group to each Apartment owner.

All insurance coverage authorized to be purchased shall be purchased by the Association for itself and for the benefit of all of the owners of all Apartments. The cost of obtaining the insurance coverage authorized above is declared to be a common expense, as are any other fees and expenses incurred which may be necessary or incidental to carry out the provisions hereof.

All policies of casualty insurance covering the Condominium shall provide for the insurance proceeds covering any loss to be payable to the Association and the insurance proceeds from any casualty loss shall be held for the use and benefit of the Association and all of the owners of all Apartments, and their respective mortgagees, as their interests may appear, and such insurance proceeds shall be applied or distributed in the manner herein provided. The Association is hereby declared to be and appointed as Authorized Agent for all of the owners of all Apartments for the purpose of negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of casualty insurance, and is granted full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

The company or companies with which casualty insurance may be placed shall be selected by the Association, and all parties beneficially interested in such insurance coverage shall be bound by such selection of insurance company or companies made by the Association.

In the event of loss of or damage only to Common Elements, real or personal and/or Limited Common Elements, which loss or damage is covered by casualty insurance, the proceeds paid to the Association to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of such Common Elements and/or Limited Common Elements, then such excess insurance proceeds shall be paid by the Association to the owners of all of the Apartments and their respective mortgagees, irrespective of whether there may be exclusive right to use an area constituting a Limited Common Element appurtenant to any such Apartments, the distribution to be separately made to the owner of each Apartment and his respective mortgagee or mortgagees as their interests may appear, in such proportion that the share of such insurance proceeds paid to the owner of each Apartment and his said mortgagee or mortgagees, if any, shall bear the same ratio to the total excess insurance proceeds as does the undivided interest in Common Elements appurtenant to each Apartment bear to the total undivided interest in

Common Elements appurtenant to all Apartments. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Association are not sufficient to pay for repairs, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be sufficient, then the Association shall deposit a sum which, together with the insurance proceeds received or to be received, will enable the Association to completely pay for the repair, replacement or reconstruction of any loss or damage as the case may be. The monies to be deposited by the Association in said latter event may be paid by the Association out of its Reserve for Replacement Fund, and if the amount in such Reserve for Replacement Fund is not sufficient, then the Association shall levy and collect an assessment against the owners of all Apartments and said Apartments in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction without regard to the existence of any exclusive right to use any area constituting Limited Common Elements, which may be an appurtenance to said Apartments.

In the event of the loss or damage to Common Elements, Limited Common Elements, and any Apartment or Apartments, which loss or damage is covered by the casualty insurance, the proceeds to cover such loss or damage shall be first applied to the repair, replacement or reconstruction, as the case may be, of Common Elements, real or personal, and Limited Common Elements, and then any remaining insurance proceeds shall be applied to the repair, replacement or reconstruction of any Apartment or Apartments which may have sustained any loss or damage so covered. If the insurance proceeds are in excess of the cost of repair, replacement or reconstruction of the Common Elements and Limited Common Elements and the Apartment or Apartments, sustaining any loss or damage, then such excess insurance proceeds shall be paid and distributed to the owners of all Apartments and to their mortgagee or mortgagees, as their respective interests may appear, such distribution to be made in the manner and in the proportions as are provided hereinbefore. If it appears that the insurance proceeds covering the casualty loss or damage are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then the Board of Directors of the Association shall, based upon reliable and detailed estimates obtained by it from competent and qualified parties, determine and allocate the cost of repair, replacement or reconstruction between the Common Elements and Limited Common Elements and the Apartment or Apartments sustaining any loss or damage. If the proceeds of such casualty insurance are sufficient to pay for the repair, replacement or reconstruction of any loss or damage to Common Elements and Limited Common Elements, but should the same not be sufficient to repair, replace or reconstruct any loss of or damage to any Apartment or Apartments, then the Association shall levy and collect an assessment from the owner or owners of the Apartment or Apartments sustaining any loss or damage, and the assessment so collected from the said owner or owners shall be deposited with the insurance proceeds so that the sum on deposit will be sufficient to completely pay for the repair, replacement or reconstruction of all Common Elements, Limited Common Elements and Apartment or Apartments. In said latter event, the assessment to be levied and collected from the owner or owners of each Apartment or Apartments sustaining loss or damage shall be apportioned between such owner or owners in such manner that the assessment levied against each owner of an Apartment and his Apartment shall bear the same proportion to the total assessment levied against all of said owners of Apartments sustaining loss or damage as does the cost of repair, replacement or reconstruction of each owner's Apartment bear to the cost applicable to all of said Apartments sustaining loss or damage. If the casualty insurance proceeds payable in the event of the loss or damage to Common Elements, Limited Common Elements and Apartment or Apartments is not an amount which will pay for the complete repair, replacement or reconstruction of the Common Elements and Limited Common Elements, it being recognized that such insurance proceeds are to be first applied to payment for repair, replacement or reconstruction of said Common Elements and Limited Common Elements before being applied to the repair, replacement or reconstruction of an Apartment or Apartments, then the cost to repair, replace or reconstruct said Common Elements and Limited Common Elements in excess of available casualty insurance proceeds shall be levied and collected as an assessment from all of the owners of all Apartments in the same manner as would such assessment be levied and collected had the loss or damage sustained been solely to Common Elements and the casualty insurance proceeds being not sufficient to cover the cost of repair, replacement or reconstruction of each Apartment or Apartments sustaining loss or damage, then the cost to repair, replace or reconstruct said Apartment or Apartments shall then be levied and collected by assessment of the owner or owners of Apartment



or of Apartments sustaining the loss or damage in the same manner as is above provided for the apportionment of such assessment between the owner or owners of an Apartment or Apartments sustaining such loss or damage. In said latter event assessment of the owner or owners of Apartment or Apartments shall be made without regard to the existence of any exclusive right to use an area constituting Limited Common Elements which may be an appurtenance to any apartment.

In the event of loss of or damage to property covered by such casualty insurance, the Association shall, within sixty (60) days after any such occurrence obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before such loss or damage, such estimates to contain and include the cost of any professional fees and premiums for such Bond as the Board of Directors of the Association may deem to be in the best interests of the membership of said Association. Wherever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of the repair, replacement or reconstruction thereof, the additional monies required to completely pay for such repair, replacement or reconstruction of said loss or damage, whether to be paid by all of the owners of the Apartments or only by the owner or owners of any Apartment or Apartments sustaining loss or damage, or both, shall be deposited with said Association not later than thirty (30) days from the date on which said association shall receive the monies payable under the policy or policies of casualty insurance.

In the event of the loss of or damage to personal property belonging to the Association, the insurance proceeds shall be paid to the Association. In the event of the loss of or damage to personal property constituting a portion of the Common Elements, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, then the insurance proceeds shall be paid to all of the owners of all Apartments and their respective mortgagee and mortgagees as their respective interest may appear, in the manner and in the proportions hereinbefore provided for the distribution of the excess insurance proceeds."

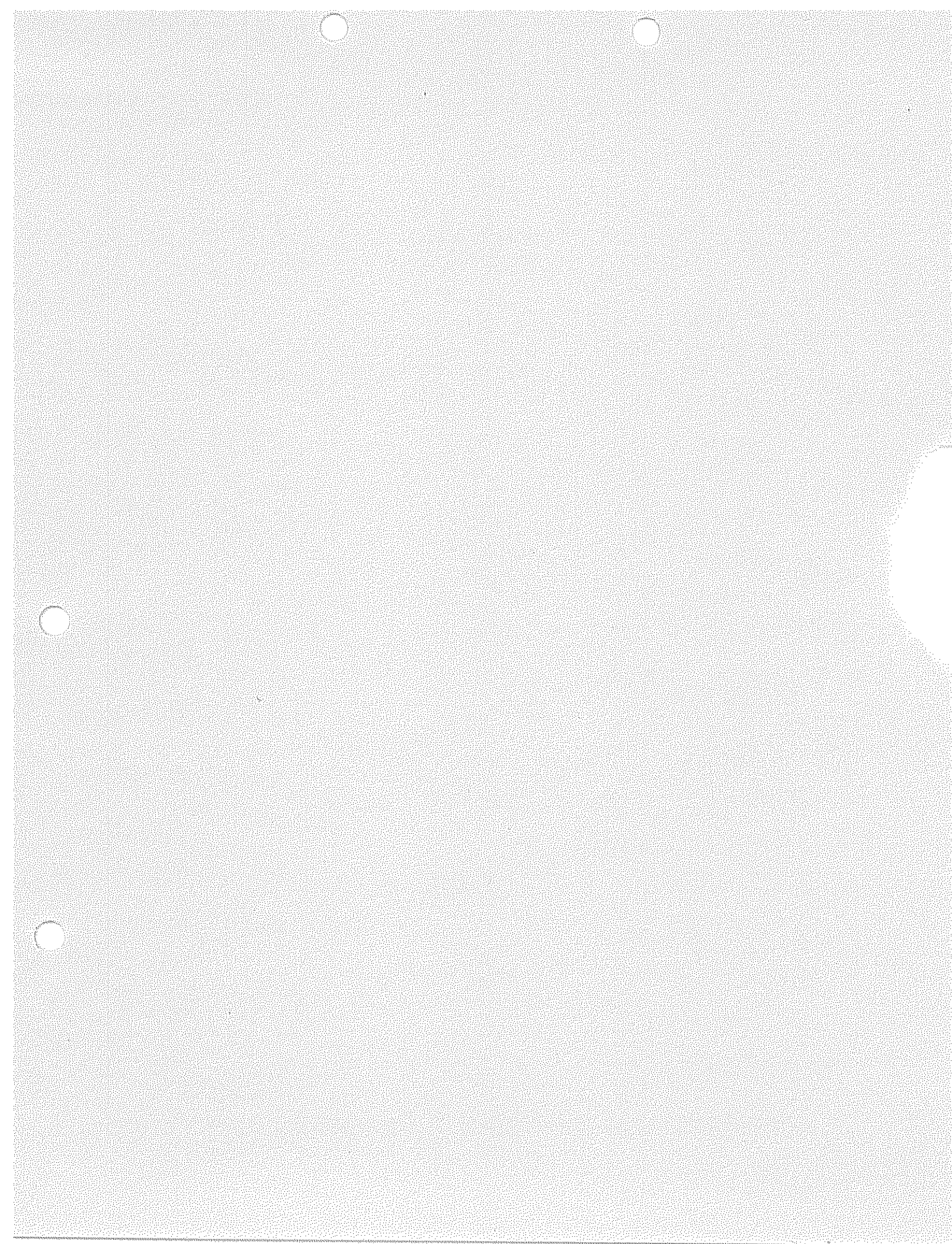
7. Section (0) of Article XXVI of the Declaration of Condominium is hereby deleted in its entirety.

8. Article XXXIII of the Declaration of Condominium is amended to read as follows:

(Substantial rewording of text. See Article XXXIII for present text.)

"The Association shall have the right to construct certain improvements consisting of docks and walkways along the waterfront which borders the Condominium property to the north provided that the Association shall first have acquired all governmental permits and approvals and further provided that the costs for such improvements and construction shall be borne by those individual Apartment owners who shall receive benefit of the boatslips. The Association shall further have the right to assign exclusive use for the boatslips so constructed to an Apartment owner in the community. Upon such assignment being made the Association may further establish the duration for such assignment and may further provide that the Apartment owner acquiring said boatslip shall have the right to further assign the same provided such assignment shall be to another Apartment owner in Sea Castle. The Association further shall have the right to promulgate rules and regulations with regard to the use, occupancy, maintenance and upkeep of any such docks and boatslips to be constructed."

9. Article XXXVII of the Declaration of Condominium is hereby deleted in its entirety and Articles XXXVIII and XXXIX of the Declaration of Condominium are hereby renumbered as Articles XXXVII and XXXIII respectively.



SCHEDULE OF AMENDMENTS  
TO  
BY-LAWS  
OF  
THE SEA CASTLE COUNCIL, INC.

1. Section 3 of ARTICLE I of the By-Laws is amended to read as follows:

"3. The fiscal year of the Association shall be the calendar year, unless the Board of Directors shall otherwise provide by resolution."

2. Section 1 of ARTICLE III of the By-Laws as amended by that certain amendment recorded in O.R. Book 877, Page 18, Public Records of Pasco County, Florida, is hereby ratified and reaffirmed to read as follows:

"1. The Annual Meeting shall be held on the first Tuesday of the month of December at 7:30 P.M. at Sea Castle Condominium; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday. The purpose of said meetings is to elect Directors, adopt a budget for the forthcoming year and any other business authorized to be transacted by the members."

3. Section 7 of ARTICLE III of the By-Laws is amended to read as follows:

(Substantial rewording of text. See Section 7 of ARTICLE III for present text.)

"7. Minutes of all meetings of members shall be kept in a business-like manner and available for inspection by Apartment owners and Board members at all reasonable times."

EXHIBIT C

4. Sections 8 and 9 of ARTICLE III of the By-Laws are hereby deleted in their entirety.

5. Section 2 of ARTICLE IV of the By Laws is amended to read as follows:

"2. Election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual membership meeting, subject to the provisions of ARTICLE III, paragraph 6, and subparagraph 2 (e), hereof.

(b) A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate not more than sixteen (16) candidates. Other nominations may be made from the floor.

(c) The election shall be by written ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each owner or proxy holder voting being entitled to cast as many votes for each Apartment so owned as there are Directors to be elected; provided, however, there shall be no cumulative voting and each member may not cast more than one (1) vote per Apartment owned for any person nominated as a Director.

(d) Vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors for the remainder of the vacant term except as to vacancies provided by removal of Directors by members.

(e) Any Director may be removed by concurrent of a majority of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

6. Section 3 of ARTICLE IV of the By-Laws is amended to read as follows:

"3. The term of each Director's service, subject to the provisions of subparagraph 2(e) above, shall extend for two (2) years and until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided. The terms of Directors shall be staggered and in even numbered years Directors shall be elected to serve in even numbered seats on the Board of Directors and in odd numbered years Directors shall be elected to serve in odd numbered seats."

7. The second unnumbered paragraph of Subsection 16(c) of ARTICLE IV of the By-Laws is hereby deleted in its entirety.

8. Subparagraph (c) of Section 3 of ARTICLE VI of the By-Laws is amended to read as follows:

"(c) The recall of any and all members of the Board of Directors shall require the affirmative vote of not less than a majority of the Apartment owners."

9. Subparagraph (d) of Section 3 of ARTICLE VI of the By-Laws is amended to read as follows:

"(d) The revision of the Budget adopted by the Board of Directors shall require the affirmative vote of not less than seventy-five (75%) percent of all Apartment owners."

10. Subparagraph (e) of Section 3 of ARTICLE VI of the By-Laws is amended to read as follows:

"(e) The Board shall not impose an assessment for a year greater than one hundred and fifteen (115%) percent of the prior year's assessment, as hereinafter defined, without the approval of a majority of the Apartment owners."

11. Section 8 of ARTICLE VI of the Bu-Laws is amended to read as follows:

"8. Fidelity bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in such amount as shall be determined by the Board. The premiums on such bonds shall be paid by the Association."

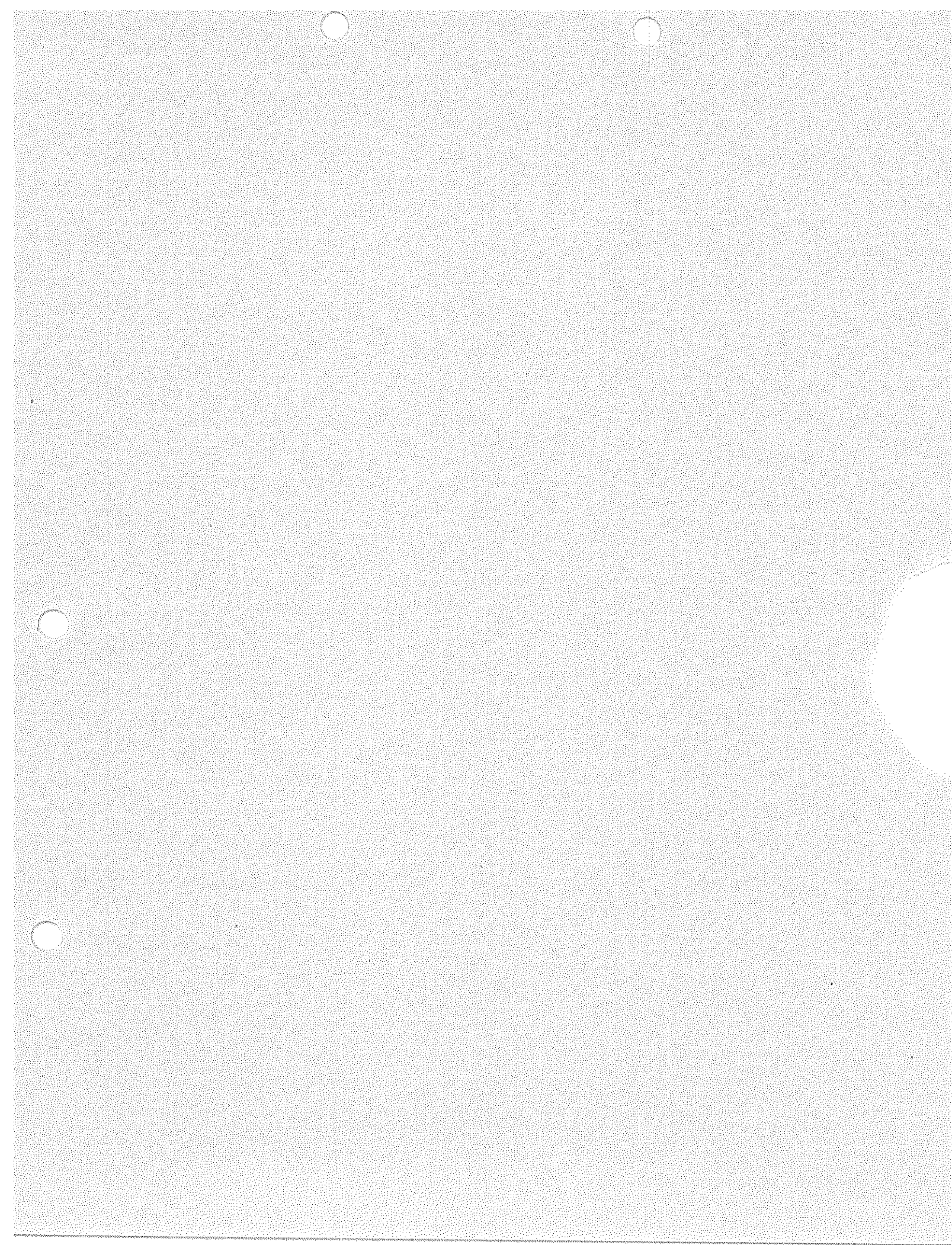
12. Section 9 of ARTICLE VI of the By-Laws is amended to read as follows:

"9. An audit of the accounts of the Association may be made annually by a Certified Public Accountant, and a copy of the audit report shall be furnished each member of the Association not later than December 1st of the year following the year for which the report is made,"

13. Section 3 of ARTICLE VIII of the By-Laws is amended to read as follows:

"3. In order for such amendment or amendments to become effective, the same shall be approved by an affirmative vote of the majority of the entire membership of the Board of Directors and by an affirmative vote of the members owning not less than two-thirds (2/3rds) of the Apartments in the Condominium. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the public records of Pasco County, Florida, within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the Directors and members."

14. Section 5 of ARTICLE VIII of the By-Laws is hereby deleted in its entirety and Section 6 is hereby renumbered Section 5.



SCHEDULE OF AMENDMENTS  
TO  
ARTICLES OF INCORPORATION  
OF  
THE CASTLE COUNCIL, INC.

1. ARTICLE II of the Articles of Incorporation is amended to read follows:

"The purposes and objects of the Association shall be to serve as an entity pursuant to Chapter 718, Florida Statutes, hereinafter called the "Condominium Act," and to administer the operation and management of THE SEA CASTLE, a Condominium to be established in accordance with the Condominium Act by the recording of a Declaration of Condominium with respect to the following described property, situate, lying and being in Pasco County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE

MADE A PART HEREOF,

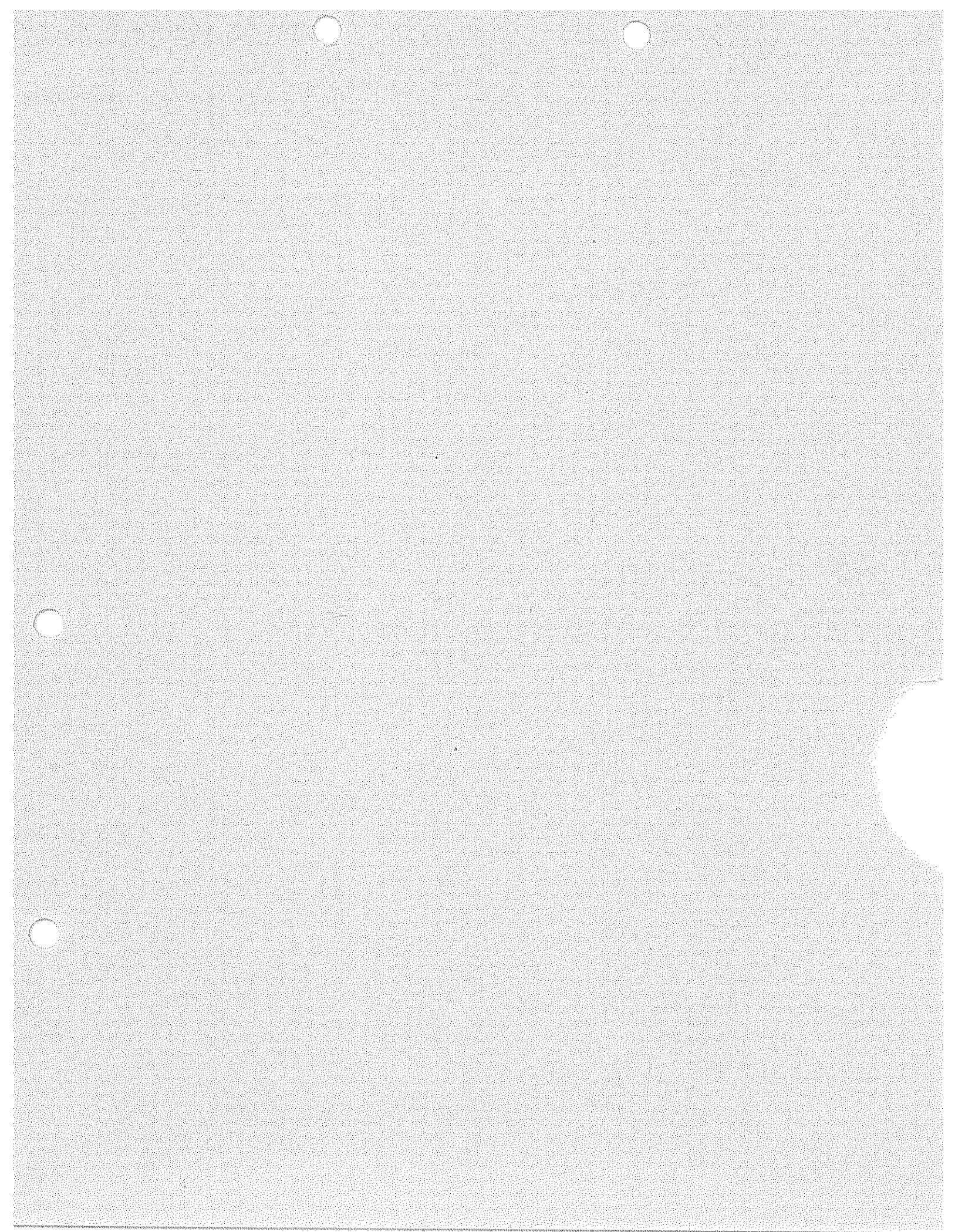
and to undertake the performance of the acts and duties incident to and administration of the operation and management of said Condominium in accordance with the terms, provisions, conditions, and authorizations contained in these Articles of Incorporation, and which may be contained in the formal Declaration of Condominium which will be recorded in the public records of Pasco County, Florida; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said condominium. The Association shall be conducted as a non-profit organization for the benefit of its members and the Association shall make no distributions or income to its members, directors or officers."

2. Section 1 of ARTICLE VII of the Articles of Incorporation is amended to read as follows:

EXHIBIT B

(Substantial rewording of text. See Section 1 of ARTICLE VII for present text.)

"1. The affairs of the Association shall be managed by a Board of Directors. The number of persons which shall constitute the entire Board of Directors shall be not less than three (3) nor more than nine (9). Each Director shall serve for a term of two (2) years in the manner more particularly set forth in the By-Laws."



PREAMBLE

THE FOLLOWING IS A LIST TAKEN FROM BY -LAWS OF SEA  
COUNCIL, INC., FOR THE PURPOSE OF "EASY-READING"  
IN CONNECTION WITH THE PRIMARY RULES AND REGULA-  
TIONS OF THE ASSOCIATION. COMPLETE RULES AND  
REGULATIONS MAY BE FOUND IN THE BOOK "PROSPECTUS  
AND DISCLOSURE STATEMENTS" WHICH EVERY HOME OWN-  
ER HAS RECEIVED.