

Condominium Plats for this Condominium  
have been recorded in Condominium Plat  
Book 164, Pages 55 through 61, of  
the Public Records of Pinellas County, Florida.

**DECLARATION OF CONDOMINIUM  
FOR  
EL MAR, A CONDOMINIUM**

Prepared by:  
Denis A. Cohrs, Esquire  
The Cohrs Law Group, P.A.  
2841 Executive Drive, Suite 120  
Clearwater, FL 33762

COPYRIGHT © 2020

*All rights reserved. This Declaration may be used only in connection with the sale of condominium units at El Mar, A Condominium and the operation of El Mar of North Redington Condominium Association, Inc.*

**DECLARATION OF CONDOMINIUM  
FOR  
EL MAR, A CONDOMINIUM**

**TABLE OF CONTENTS**

| <b><u>Section<br/>Number</u></b> | <b><u>Description</u></b>   | <b><u>Page<br/>Number</u></b> |
|----------------------------------|---|-------------------------------|
| 1                                | Purpose .....   | 1                             |
| 2                                | Submission Statement .....  | 1                             |
| 3                                | Names .....   | 1                             |
| 4                                | Definitions .....   | 1                             |
| 5                                | Description of Improvements .....                                     | 5                             |
| 6                                | Easements .....   | 6                             |
| 7                                | Condominium Units, Appurtenances, Possession and Enjoyment ..         | 8                             |
| 8                                | Condominium Unit Boundaries .....                                     | 9                             |
| 9                                | Common Elements and Limited Common Elements .....                     | 10                            |
| 10                               | Common Expenses and Common Surplus .....                              | 12                            |
| 11                               | Ownership of Common Elements and Common Surplus .....                 | 13                            |
| 12                               | Obligation for Payment of Common Expenses .....                       | 13                            |
| 13                               | Governing Body: The Association .....                                 | 13                            |
| 14                               | Voting Rights .....   | 16                            |
| 15                               | Maintenance, Alterations and Improvements .....                       | 16                            |
| 16                               | Enforcement of Maintenance .....                                      | 20                            |
| 17                               | Estimated Operating Budget .....                                      | 20                            |
| 18                               | Assessments: Liability; Lien and Priority; Interest; Collections .... | 21                            |
| 19                               | Insurance .....   | 25                            |
| 20                               | Obligations of Unit Owners .....                                      | 29                            |
| 21                               | Leasing of Units .....  | 33                            |

**TABLE OF CONTENTS**  
**CONTINUED**

| <b><u>Section Number</u></b> | <b><u>Description</u></b>   | <b><u>Page Number</u></b> |
|------------------------------|---|---------------------------|
| 22                           | Restraint Upon Separation and Partition .....                     | 35                        |
| 23                           | Costs and Attorney's Fees .....                                   | 35                        |
| 24                           | No Waiver of Rights .....   | 36                        |
| 25                           | Amendment of Declaration .....                                    | 36                        |
| 26                           | Termination of Condominium .....                                  | 37                        |
| 27                           | Reconstruction or Repair After Casualty .....                     | 38                        |
| 28                           | Additional Rights of Mortgagees .....                             | 39                        |
| 29                           | Limitation of Liability .....                                     | 42                        |
| 30                           | Security .....  | 43                        |
| 31                           | Rules and Regulations .....                                       | 43                        |
| 32                           | Developer's Rights .....  | 44                        |
| 33                           | Assignability of Rights of Developer to Successor Developer ..... | 45                        |
| 34                           | Covenant Running With the Land .....                              | 45                        |
| 35                           | Invalidation and Operation .....                                  | 45                        |
| 36                           | Interpretation .....  | 45                        |
| 37                           | Approval and Ratification .....                                   | 46                        |
| 38                           | Miscellaneous .....   | 46                        |

**Exhibits Attached**

**Description**

|                 |                                 |
|-----------------|---------------------------------|
| Exhibit A ..... | Legal Description               |
| Exhibit B ..... | Plot Plan, Survey & Description |
| Exhibit C ..... | Proportional Ownership Schedule |
| Exhibit D ..... | Articles of Incorporation       |
| Exhibit E ..... | Bylaws of Association           |

**DECLARATION OF CONDOMINIUM  
FOR  
EL MAR, A CONDOMINIUM**

**Benchmark El Mar Apartments, LLC**, a Florida limited liability company, does hereby make the following declarations and further files for record this Declaration of Condominium.

1 **PURPOSE.** The purpose of this Declaration is to submit the land and improvements described herein to the condominium form of ownership and use in the manner provided in Chapter 718, Florida Statutes, as the date of this Declaration and as the same may be amended from time to time.

2 **SUBMISSION STATEMENT.** Developer is the owner of record of the real property legally described in **Exhibit A** attached hereto and does hereby submit the same, along with all improvements constructed thereon, to the condominium form of ownership pursuant to the Condominium Act.

3 **NAMES.**

3.1 **Condominium.** The name of the Condominium is **El Mar, A Condominium.**

3.2 **Condominium Association.** The name of the Condominium Association is **El Mar of North Redington Condominium Association, Inc.**, a Florida non-profit corporation.

4 **DEFINITIONS.**

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

4.1 **"Articles"** means the Articles of Incorporation of the Association, as the same may be amended from time to time.

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

4.3 **"Association"** means **El Mar of North Redington Condominium Association, Inc.**, a Florida corporation not for profit, and its successors, which is responsible for the operation of the Condominium.

4.4 "**Association Property**" shall mean any property, real or personal, owned or leased by the Association for the use and benefit of the Unit Owners.

4.5 "**Board of Directors**" or "**Board**" means the board of directors, board of administrators, board of trustees or other such representative body responsible for administration of the Association, however designated.

4.6 "**Building**" means any building located within the Condominium Property from time to time as herein provided.

4.7 "**Bylaws**" means the Bylaws for the governance of the Association as they now exist and as they may be amended from time to time.

4.8 "**Common Elements**" means the portion of the Condominium Property not included in the Units as more particularly described in Section 9.1 of this Declaration. References herein to common areas mean, and are included in the Common Elements.

4.9 "**Common Expenses**" means the expenses properly incurred by the Association for the operation, maintenance, repair and replacement of the Condominium Property as more particularly described in Section 10.1 of this Declaration.

4.10 "**Common Surplus**" means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits, and revenues on account of the Common Elements, over the amount of Common Expenses.

4.11 "**Condominium**" means that form of ownership of property under which Units are subject to ownership by one or more owners, and there is appurtenant to each Unit as a part thereof an undivided share of ownership of the Common Elements.

4.12 "**Condominium Act**" or "**Act**" means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date of the recording hereof and as it may be hereafter amended from time to time.

4.13 "**Condominium Development**" means all of the land and improvements submitted from time to time for development of condominiums in accordance with the Condominium Act.

4.14 "**Condominium Parcel**" means a Condominium Unit together with the undivided share in the Common Elements which is appurtenant to the Condominium Unit.

4.15 "**Condominium Property**" means and includes the lands that are submitted to condominium ownership in accordance with Section 2 above, whether or not contiguous, and all improvements thereon, and all rights appurtenant thereto intended for use in connection with the Condominium.

4.16 "**Condominium Unit**" or "**Unit**" means the improvements within the Condominium Property subject to private ownership.

4.17 "**Declaration of Condominium**" or "**Declaration**" means this instrument, as it now exists or may from time to time be amended.

4.18 "**Developer**" means **Benchmark El Mar Apartments, LLC**, a Florida limited liability company, and its successors and assigns.

4.19 "**Eligible Mortgagee**" means a First Mortgagee who has, in writing to the Association, requested notice of certain events or matters as specifically provided for in this Declaration.

4.20 "**First Mortgage**" means a mortgage the lien of which is first in time and right as against all other mortgages encumbering the same Unit pursuant to the laws of the State of Florida.

4.21 "**First Mortgagee**" means a Mortgagee which holds a First Mortgage which encumbers a Unit.

4.22 "**Guarantee Expiration Date**" means the earlier of (a) twelve (12) months from the first day of the calendar month in which of this Declaration is recorded, or (b) the date that control of the Association is transferred to Unit Owners other than the Developer as provided in this Declaration, the By- Laws and the Act.

4.23 "**Life Safety Systems**" means and refers to any and all emergency lighting, audio and visual signals, safety systems, sprinklers and smoke detection systems, which are now or hereafter installed in a Building, whether or not within the Units. All such Life Safety Systems, together with all conduits, wiring, electrical connections and systems related thereto, regardless of where located, shall be deemed Common Elements hereunder. Without limiting the generality of the foregoing, when the context shall so allow, the Life Safety Systems shall also be deemed to include all means of emergency ingress and egress, which shall include stairways and stair railings. Notwithstanding the breadth of the foregoing definition, nothing herein shall be deemed to suggest or imply that the Building or the Condominium contains such Life Safety Systems.

4.24 "**Limited Common Elements**" means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of the other Units as more specifically described in Section 9.2 of this Declaration.

4.25 "**Management Agreement**" means the agreement, if any, which provides for the management of the Condominium Property and the Common Elements.

4.26 "**Member**" means an owner of a fee simple estate in a Condominium Parcel who is by virtue thereof, a member of the Association.

4.27 "**Mortgagee**" means a bank, a federal savings and loan association, a state savings and loan association, an institutional investor, a mortgage banker, an insurance company, or like business entity, the Federal National Mortgage Association ("FNMA") the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal Housing Administration ("FHA"), the United States Department of Veterans Affairs ("VA"), any federal or state agency, including the successors or assigns of any of the foregoing entities, and shall also include the Developer should the Developer provide purchase money financing for any Unit.

4.28 "**Surface Water Management System Facilities**" means the surface water management facilities located in and about the Common Elements and shall include, but are not limited to all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas.

4.29 "**Type A Unit**" means that units located in Building One (1) and designated as Unit 101 and 201. The dimensions and layout of Type A Units are as depicted in Exhibit B-11 to this Declaration. For convenience these units shall also be referred to as the Sea Glass Units.

4.30 "**Type B Unit**" means those units located in Building One (1) and designated as Units 102, 103, 202 and 203. The dimensions and layout of the Type B Units are as depicted in Exhibit B-12 to this Declaration. For convenience these units shall also be referred to as the Coquina Units.

4.31 "**Type C Unit**" means those units located in Building Two (2) and designated as Units 106, 107, 206 and 207. The dimensions and layout of the Type C Units are as depicted in Exhibit B-13 to this Declaration. For convenience these units shall also be referred to as the Starfish Units.

4.32 "**Type D Unit**" means those units located in Building Two (2) and designated as Units 104, 105, 204 and 205. The dimensions and layout of the Type D Units are as depicted in Exhibit B-14 to this Declaration. For convenience these units shall also be referred to as the Sand Dollar Units.

4.33 "**Type E Unit**" means those units located in Building Three (3) and designated as Units 108, 122, 208 and 222. The dimensions and layout of the Type E Units are as depicted in Exhibit B-15 to this Declaration. For convenience these units shall also be referred to as the Conch Units.

4.34 “**Type F Unit**” means those units located in Building Three (3) and designated as Units 110, 114, 116, 120, 210, 214, 216 and 220. The dimensions and layout of the Type F Units are as depicted in Exhibit B-16 to this Declaration. For convenience these units shall also be referred to as the Clam Units.

4.35 “**Type G Unit**” means those units located in Building Three (3) and designated as Units 113, 115, 213 and 215. The dimensions and layout of the Type G Units are as depicted in Exhibit B-17 to this Declaration. For convenience these units shall also be referred to as the Scallop Units.

4.36 “**Type H Unit**” means those units located in Building Three (3) and designated as Units 112, 118, 212 and 218. The dimensions and layout of the Type H Units are as depicted in Exhibit B-18 to this Declaration. For convenience these units shall also be referred to as the Kings Crown Units.

4.37 “**Type I Unit**” means those units located in Building Three (3) and designated as Units 111, 117, 211 and 217. The dimensions and layout of the Type I Units are as depicted in Exhibit B-19 to this Declaration. For convenience these units shall also be referred to as the Oyster Units.

4.38 “**Type J Unit**” means those units located in Building Three (3) and designated as Units 109, 119, 209 and 219. The dimensions and layout of the Type J Units are as depicted in Exhibit B-20 to this Declaration. For convenience these units shall also be referred to as the Kittens Paw Units.

4.39 “**Unit Owner**” or “**Owner of a Unit**” means the record owner of fee simple title to a Condominium Parcel.

4.40 “**Utility Service**” means, as the case may be, electrical power, gas, potable water, garbage, sewage disposal, lighting prevention, irrigation, internet service and cable television.

Whenever the context so permits, the use of the singular shall include the plural, and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

5 **DESCRIPTION OF IMPROVEMENTS.** The Units and all other improvements located on the Condominium Property are more particularly set forth in detail on **Exhibits B-1 through B-3** (plot plan, survey and graphic description) attached hereto and made a part hereof. The Condominium Property and each Unit is described in said **Exhibits B-4 through B-33** in such a manner that the identification, description, location and dimensions of each Unit and the Common Elements appurtenant thereto can be determined therefrom.



6 **EASEMENTS.** Each of the following easements is a covenant running with the Condominium Property, to wit:

6.1 Utility Services; Drainage. Easements are hereby created under, through and over the Condominium Property as may be required for Utility Services, Surface Water Management Systems, drainage, maintenance and other services reasonably necessary or desirable to serve the Condominium. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs the use of foregoing easements or the services that they facilitate. The Board of Directors of the Association or its designee shall have a right of access to each Unit to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits related to the Utility Service and drainage facilities and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any impairment or interference thereto; provided that such right of access shall not unreasonably interfere with the Unit Owner's permitted use of the Unit. The Surface Water Management System(s) on the Condominium Property shall be maintained continuously in good condition by the Association or its designee and easements are hereby granted over all Condominium Parcels in favor of all Unit Owners and the Association with respect thereto; provided that such easement shall not unreasonably interfere with the Unit Owner's permitted use of his Unit. All easements shall be for the use and benefit of Unit Owners, and those claiming by, through or under the aforesaid.

6.2 Vehicular and Pedestrian Traffic. An easement is hereby created and shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic, and vehicular parking, over, through and across such portions of the Common Elements and Limited Common Elements as may, from time to time, be paved and intended for such purposes; and such easements shall be for the use and benefit of Unit Owners, and those claiming by, through or under the aforesaid.

6.3 Exterior Building Maintenance. An easement is hereby created on, through and across each Unit and all Limited Common Elements appurtenant thereto in order to afford access to the Association (and its contractors) to perform exterior painting, wall repair, roof repairs and/or replacements, repair, replace, maintain and/or alter rooftop mechanical equipment, to stage window washing equipment and to perform window washing and/or any other exterior maintenance of the Buildings.

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

Common Element or Limited Common Element or otherwise shall encroach upon any Unit by reason of original construction or the non-purposeful or non-negligent act of the Association or the Developer, then an easement appurtenant to such Common Element or Limited Common Element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

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

6.6 Additional Easements. The Developer (during any period in which there are unsold Developer Units in the Condominium) and the Association (after such time as the Association shall have been transferred to the Unit Owners other than the Developers) each shall have the right to grant such additional electrical, communications, security system, gas, postal services, Surface Water Management Systems, drainage, irrigation, sprinkler, cable television or other utility or service easements; provided, however, that the Developer's right to do so shall not be exercised in a manner that negatively impacts any previously sold Unit. Until such time as control of the Association shall have been assumed by owners of Units other than the Developer, the Developer and not the Association shall have the right to relocate any existing utility or service easements in any portion of the Condominium Property, and to grant such ingress, egress and access easements as the Developer shall deem necessary for the proper operation and maintenance of the improvements or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements which will not prevent or unreasonably interfere with the use of the Units in the Condominium for dwelling purposes.

6.7 Covenant and Restrictions. All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall be nonexclusive and perpetual unless sooner terminated as provided herein, or in the Condominium Act, and shall be binding upon all Unit Owners, as hereinafter defined, and their grantees, devisees or Mortgagees, their heirs, personal representatives, successors and assigns; and all parties claiming by, through or under such persons agree to be bound by the provisions hereof and the Bylaws of the Association. Both the burdens imposed and the benefits granted shall run with each Unit and its interests in the Common Elements.

Additionally and notwithstanding any other provision, this Declaration may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose. So long as there are Units owned by the Developer which are being actively marketed for sale, the Owners do hereby

designate the Developer as their lawful attorney in fact to execute any and all instruments on their behalf for the purpose of creating all such easements as are contemplated by the provisions hereof. At such time as all Units owned by the Developer and marketed for sale shall have been sold, the Owners designate the Association as their lawful attorney in fact to execute any and all instruments on their behalf for the purpose of creating all such easements as are contemplated by the provisions hereof.

## **7 CONDOMINIUM UNITS, APPURTENANCES, POSSESSION AND ENJOYMENT.**

7.1 Description. Each Condominium Unit is a separate parcel of real property, owned in fee simple, or any other estate of real property recognized by law.

7.2 Appurtenances. There shall pass with a Unit as appurtenances thereto:

7.2.1 An undivided share in the Common Elements;

7.2.2 The right to use such portion of the Common Elements as is provided herein;

7.2.3 An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any airspace which is vacated from time to time;

7.2.4 The right to use the Association Property, subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations promulgated hereunder; and;

7.2.5 An undivided share in the Common Surplus;

7.2.6 The exclusive right to use of the Limited Common Elements appurtenant to the Unit.

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

8 **CONDOMINIUM UNIT BOUNDARIES.** Each Unit shall include that part of the building containing the Unit that lies within and including the boundaries of the Unit, which boundaries are as follows:

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

8.1.1 The horizontal plane of the lower surface of the undecorated finished ceiling.

8.1.2 The horizontal plane of the unfinished upper surface of the uncovered finished floor of the Unit.

8.2 **Perimetrical.** The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit (excluding such exterior surface) extending to intersections with each other and with the upper and lower boundaries. To the extent that any of such interior walls are a Unit boundary unfinished interior surface shall be deemed to be the area immediately behind the drywall or gypsum board (or any other similar wall material) so that for all purposes hereunder, the drywall and or gypsum board shall be deemed a part of the Unit and not part of the Common Elements.

8.3 **Outer Surfaces and Apertures.** Owners shall be deemed to own the perimeter walls (but not ceilings) and floor coverings surrounding their respective Units. Owners shall not be deemed to own pipes, wires, conduits or other public utility lines running through Units which are utilized by or serve more than one (1) Unit. All glass, windows, window frames, doors and door frames, and hardware for the operation thereof, including exterior facing doors and door surfaces, doors providing access to the outside of a Unit, including providing an emergency exit from a particular Unit, including all operational devices, electronics, equipment and hardware related thereto, shall be considered to be within the boundaries of that Unit, and shall be owned and maintained by the Owner of that Unit. An Owner shall be deemed to own the paint, wallpaper, carpet, wood, laminate, tile or other surface covering, of the Unit.

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

8.5 Appliances. The Unit Owner shall own any electric doorbells/knockers, water heaters, refrigerators, dishwashers, ovens, stoves and other appliances which are located within the boundaries of the Unit.

8.6 Exceptions. With respect to matters that are not expressly addressed in this Section 8, or in the event of conflict or ambiguity, the boundary descriptions set forth in the plot plan, survey and graphic description attached as **Exhibits B-1 through B-33** to the Declaration shall control, except that provisions of subsections 8.3 and 8.4 above shall control unless specifically reflected to the contrary on said exhibits.

8.7 Interior Floor Plan Modification. The Developer shall have the right to modify floor plans, to alter the dimensions of rooms of a particular unit, to relocate or remove interior non-bearing walls of a particular unit, so long as the boundaries of the Unit are not thereby altered.

## 9 **COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.**

9.1 Common Elements. As used in this Declaration, the Common Elements shall include, in addition to those items more particularly set forth in the Condominium Act, the following items:

9.1.1 The land on which the improvements are located and any other land included in the Condominium Property, whether or not contiguous.

9.1.2 All parts of the improvements which are not included within a Unit or not designated as a limited common element, including parking areas, walkways, and green space, except as expressly described elsewhere in this Declaration.

9.1.3 Easements through Units for conduits, ducts, plumbing, wiring and other facilities or the furnishing of Utility Services to other Units and the Common Elements.

9.1.4 Property and installations required for the furnishing of Utility Services and other services to more than one Unit or to the Common Elements.

9.1.5 Lighting fixtures, if any, utilized to illuminate the Common Elements.

9.1.6 Stairwells, staircases and balconies, if any, located outside of Units.

9.1.7 Masonry walls and gates, if any.

9.1.8 Easements for ingress, egress, support, maintenance, repair, replacement and utilities.

9.1.9 Easements for encroachments by the perimeter walls, ceilings and floors surrounding each Unit caused by the settlement or movement of the building or caused by minor inaccuracies in building or rebuilding which now or hereinafter exist, and such easements shall continue until such encroachments no longer exist.

9.1.10 Easements for overhang troughs or gutters, down spouts and the discharge therefrom of rain water and the subsequent flow thereof over Units or any of them.

9.1.11 All load-bearing walls or columns located within Units constitute part of the Common Elements to the unfinished surface of such walls or columns. Notwithstanding anything herein to the contrary, sliding glass doors, windows, window screens and screen doors located within all walls (including load bearing walls) that are within or constitute boundaries to Units comprise a portion of such Units.

9.1.12 The Surface Water Management System and facilities therefor designed and constructed in accordance with an Environmental Resource Permit (the "Permit") issued by the Southwest Florida Water Management District (the "SWFWMD"). The SWFWMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System. No amendment to this Declaration affecting the Surface Water Management System, or the operation and maintenance thereof, shall be valid or enforceable without the prior written consent of the SWFWMD. In the event the Association shall cease to exist, whether by dissolution or otherwise, the Unit Owners shall be jointly and severally responsible for the operation and maintenance of the Surface Water Management System in accordance with the requirements of the Permit, unless and until an alternate entity assumes responsibility as set forth in Article XIII of the Association's Articles of Incorporation. This restriction shall remain in effect for a period of twenty five (25) years from the date of the recording of the Declaration and shall automatically renew for additional successive terms of twenty five (25) years unless modified or terminated by an affirmative vote of a majority of the Unit Owners.

9.2 Limited Common Elements. The Limited Common Elements appurtenant to the Units are as follows:

9.2.1 Balconies, porches, lanais, and/or patios immediately adjacent to and accessed from a Unit and by design or designation intended solely for use by the adjacent Unit;

9.2.2 Storage unit(s) located adjacent to or in proximity to a Unit which is designated by the Developer for the exclusive use of a particular Unit to the exclusion of all others.

9.2.3 Any other Common Elements immediately adjacent to a Unit which by its nature are intended for use only by such Unit.

9.2.4 Covered parking spaces designated for the exclusive use of a specific Unit by virtue of an assignment executed by the Developer or the Association. No Unit shall be assigned the exclusive use of more than one covered parking space at any one time. The Developer reserves the right to assign uncovered parking spaces within the Common Elements for the exclusive use of the owner of a particular Unit, following which such exterior parking space shall be a Limited Common Element appurtenant to that Unit. The Association shall keep a record of the parking spaces assigned to particular Units. The Board of Directors of the Association may establish from time to time a procedure for the reassignment of assigned covered or uncovered parking spaces, provided that in the absence thereof, the conveyance of a Unit shall carry with it the right to the exclusive use of the assigned covered or uncovered parking space.

9.3 Use; Repair; Replacement. Limited Common Elements are reserved for use by the Owners of the Units to which the same are appurtenant, to the exclusion of other Unit Owners, and there shall pass with a Unit, as appurtenant thereto, the exclusive right to use the Limited Common Elements so appurtenant. All maintenance, repair and replacement of, and expenses thereof relating to the surfaces, screens, enclosures, coverings and all other non-structural portions of such Limited Common Elements, if any, shall be the responsibility of the Unit Owner unless otherwise expressly set forth herein. Any costs and expenses related to the installation and maintenance of any permitted enclosure of a limited common element shall be the responsibility of the Unit Owner, provided that this provision shall not serve as approval for any such enclosure. All maintenance, repair or replacement of, and expenses thereof relating to the structural portions of such Limited Common Elements, if any, shall be performed and borne by the Association, and such expenses shall be Common Expenses.

## 10 COMMON EXPENSES AND COMMON SURPLUS.

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

10.1.1 The cost of operation, structural and general maintenance, repair and replacement of the Common Elements and structural and general maintenance, repair and replacement of the Limited Common Elements.

10.1.2 Fire, wind, flood and other casualty and liability insurance as set forth in the Declaration.

10.1.3 Costs of management of the Association including professional fees and expenses.

10.1.4 Cost of water, sewer, trash disposal, internet service, bulk cable television service, common area electricity, light poles and other utilities which are not metered to the individual units.

10.1.5 The costs of additions, repairs, alterations or improvements to the Common Elements, if made by the Association, or the acquisition by the Association of additional lands, leaseholds or other possessory or use rights in lands or facilities in accordance with other provisions hereof.

10.1.6 The cost of any taxes assessed or levied against the Association, or the Association Property.

10.1.7 The expenses incident to the purchase, maintenance, repair, reconstruction and any other costs respecting the Association Property.

10.2 Common Surplus. The Common Surplus is the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits, and revenues on account of the Common Elements, over the amount of Common Expenses.

11 **OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS**. The owner of each Unit shall own the following as an appurtenance to his Unit:

11.1 Common Elements. The Common Elements are divided among the Units based upon a specific percentage as set forth in **Exhibit C** to this Declaration.

11.2 Common Surplus. The Common Surplus is divided among the Units based upon a specific percentage as set forth in **Exhibit C** to this Declaration.

12 **OBLIGATION FOR PAYMENT OF COMMON EXPENSES**. Each Unit Owner shall be obligated to pay a share of the Common Expenses of the Condominium based upon a specific percentage as set forth in **Exhibit C** to this Declaration.

13 **GOVERNING BODY: THE ASSOCIATION**.

13.1 The Association: Articles of Incorporation; Bylaws. Attached hereto as **Exhibit D** and **Exhibit E** respectively are copies of the Articles of Incorporation and Bylaws of the Association. The operation of the Condominium Association shall be governed by these documents. The Articles and Bylaws may be modified or amended as provided therein. No amendment to said documents shall be adopted



which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel, except with the consent of the holder thereof. Defects or omissions in the Articles or Bylaws shall not affect the validity of the Condominium or the title to Units.

13.2 The Association: Membership.

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

13.2.2 A Unit Owner shall automatically be a member of the Association, and said membership shall terminate when they no longer own said Unit.

13.3 The Association: Powers and Responsibilities.

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

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

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

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

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

13.3.4.2 The power to make and collect assessments and to maintain, repair and replace the Common Elements.

13.3.4.3 The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times.

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

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

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

13.3.4.7 The power to own, convey and encumber real and personal property.

13.3.4.8 The power to execute contracts, deeds, mortgages, leases and other instruments.

13.3.5 The Association shall have the authority and power to maintain a class action and to settle a cause of action on behalf of the Unit Owners with reference to matters of common interest as provided in the Condominium Act, including but not limited to, the Common Elements, the roof and structural components of a building or other improvements and mechanical, electrical and plumbing elements serving an improvement or building, as distinguished from mechanical elements serving only a single Unit. In any case in which the Association has the authority and the power to maintain a class action, the Association may be joined in an action as representatives of the same class with reference to litigation and disputes involving the matters for which the Association could bring a class action.

13.3.6 In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend.

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

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

15 **MAINTENANCE, ALTERATIONS AND IMPROVEMENTS.**

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

15.1.1 All Common Elements and Limited Common Elements (except as otherwise delegated by this Declaration to a Unit Owner);

15.1.2 All portions of the Units (except interior walls) contributing to the support of the building, which portions shall include, but not limited to, to the outside walls of the building, and load bearing columns;

15.1.3 All conduits, ducts, plumbing, air-conditioning ducts and conduits, wiring and other facilities for furnishing of Utility Services which are contained in the portions of the Unit contributing to the support of the building or within interior boundary walls, and all such facilities contained within a Unit which service part or parts of the Condominium Property other than the Unit within which contained. There is expressly excluded herefrom the components of the heating, air conditioning and ventilating system serving the particular Units, including without limitation mechanical equipment of the systems, condensation lines, electrical systems, and air ducts;

15.1.4 The Surface Water Management System in accordance with the Environmental Resource Permit;

15.1.5 All property owned by the Association;

15.1.6 All incidental damage caused to a Unit by the above work shall be repaired by the Association at its sole cost.

15.2 **By the Unit Owner.** The Unit Owner shall maintain, repair and replace, at his own expense:

15.2.1 All portions of the Unit, except those portions to be maintained, repaired and replaced by the Association, as described above. Expressly included within the responsibility of the Unit Owner shall be all glass, windows, window frames, window screens, doors, door frames, door screens, all nonstructural components of a limited common element serving a Unit, and all installations and hardware in connection therewith serving only the particular Unit; all plumbing fixtures, valves, and drains (excluding sanitary drain lines serving multiple Units), including shower pans; all electrical systems located within the Unit, including all switches, wires and outlets. All such maintenance, repairs and replacements shall be done without disturbing the rights of other Unit Owners.

15.2.2 All portions of the heating, air conditioning and ventilating system serving the Unit, whether such components are located inside or outside the Unit. Notwithstanding the foregoing, Unit Owners shall not be responsible for such conduits and ducts as are described in Section 15.1.3 hereof.

15.2.3 All fans, stoves, ovens, refrigerators, dishwashers, disposals, water heaters, air handlers, compressors, smoke alarms, ventilation fans or other appliances or equipment within the Unit, including any fixtures and/or their connections required to provide Utility Services to the Unit and which that are located within the Unit.

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

15.4 Alteration and Improvement of Units. No Unit Owner other than the Developer shall make any alterations in a Unit, or remove any portion thereof, or make any additions thereto, or do any work therein which would jeopardize the safety or soundness of the building or impair any easement, without first obtaining approval from the Board of Directors of the Association. No Unit Owner other than the Developer shall make any alterations to any Limited Common Element, remove any portion thereof, or make any additions thereto, without the advance written consent of the Board of Directors of the Association.

15.5 Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to his Unit, other than wall coverings, ceiling coverings or floor coverings, without the prior written consent thereto of the Board of Directors. The Board shall have the obligation to answer within thirty (30) days any written request by a Unit Owner for approval of a proposed addition, alteration or improvement in such Unit Owner's Unit, but no alteration or change may be commenced before approval is given. In the event the Board of Directors denies the request, the Unit Owner may seek approval from a majority of the Association's voting interests. All additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, as well as the Rules and Regulations promulgated by the Association, including, but not limited to, any prohibitions contained therein or herein regarding exterior alterations. A Unit Owner making or causing to be made any additions, alterations or improvements agrees, and shall be deemed to have agreed, to hold the Association and all other Unit Owners harmless from any liability arising therefrom.

15.6 Additions, Alterations or Improvements to Developer-Owned Units. So long as the Developer shall own units that are actively for sale, the Developer shall have the right to make any alterations, additions or improvements in, to, and upon any Unit owned by it, whether structural or non-structural, interior or exterior,

ordinary or extraordinary, (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the improvements), so long as the alteration or improvement does not adversely affect the structural integrity of the building in which the Unit is located.

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

15.8 Life Safety Systems. No Unit Owner shall make any additions, alterations or improvements to the Life Safety Systems, and/or to any other portion of the Condominium Property which may impair the Life Safety Systems or access to the Life Safety Systems, without first receiving the prior written approval of the Board. In that regard, no lock, chain or other device or combination thereof shall be installed or maintained at any time on or in connection with any door on which panic hardware or fire exit hardware is required. Stairwell identification and emergency signage shall not be altered or removed by any Unit Owner whatsoever. No barrier including, but not limited to personalty, shall impede the free movement of ingress and egress to and from all emergency ingress and egress passageways.

15.9 Alteration of the Surface Water Management System. All additions, alternations or improvements of the Condominium Property, including the Common Areas, whether made by Unit Owners, the Association or the Developer shall comply with the rules, regulations, laws , ordinances and requirements established from time to time by the Federal Emergency Management Agency ("FEMA"), the National Flood Insurance Program ("NFIP"), SWFWMD and the Town of North Redington Beach. No construction activities may be conducted relative to any portion of the Surface Water Management Facilities without the express written authorization of SWFWMD, including but not limited to digging or excavation, depositing fill, debris or any other material or item, constructing or altering any water control structure or any other construction to modify the Surface Water Management System facilities. If the Common Elements include a wetland mitigation area or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the SWFWMD, its delegate or successor. Construction and maintenance activities which are consistent with the design and permit conditions approved by SWFWMD in the Environmental Resource Permit issued in connection with the development of the Condominium Property, if any, may be conducted without specific written approval.

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

15.11 Association Maintenance Recommendations. It is recommended that the Association, in carrying out its responsibilities under this Article 15, comply with the following minimum standards, requirements and guidelines: The Board shall cause all Utilities and Utility systems forming a part of the Common Elements to be maintained properly and in good condition, and effect repairs thereto as needed. It is recommended that the Board cause all water and/or sewer infrastructure to be inspected annually by a licensed and qualified contractor or engineer, with expertise in the construction and maintenance of such water/sewer infrastructure. All landscaping should be maintained in accordance with the following minimum maintenance standards:

15.11.1 Lawn and ground cover should be kept mowed and/or trimmed regularly;

15.11.2 Planting should be kept in a healthy and growing condition;

15.11.3 Fertilization, cultivation, spraying and tree pruning should be performed as part of the regular landscaping program;

15.11.4 Stakes, guides, and ties on trees should be checked regularly to insure the correct function of each; ties shall be adjusted to avoid creating abrasions or girdling of the trunk or stem;

15.11.5 Damage to planting should be ameliorated within thirty (30) days of occurrence; and Irrigation systems should be kept in sound working condition; adjustments, replacement or malfunctioning parts and cleaning of systems should be an integral part of the regular landscaping program.

15.11.6 It is recommended that the Board cause all hardscape and paved areas within the Condominium to be inspected annually by a licensed and qualified contractor or engineer with expertise in the construction and maintenance of such hardscape and paved areas.

15.11.7 It is recommended that the Board cause the swimming pool to be inspected each year by a licensed and qualified contractor or engineer with expertise in the construction and maintenance thereof.

15.11.8 It is recommended that the Board cause the structures and roofs of all improvements within the Condominium to be inspected each year by a licensed and qualified contractor or engineer with expertise in the construction and maintenance of such structures and roofs.

15.11.9 It is recommended that the Board carry out such other periodic inspections and obtain such other expert reports, as may be prudent and appropriate. In each instance in which a contractor, engineer, architect or other professional with the expertise in a specific area is engaged to conduct an investigation or inspection, such expert shall promptly provide a written report thereof to the Board. The written report shall identify all items of maintenance or repair which either requires current action by the Association, or which will need further review, inspection or analysis. The Board shall, in each case, cause any and all necessary or prudent repairs to be promptly undertaken and completed, to prevent avoidable deterioration or property damage. This Section 15.11 is intended only to provide specific minimum maintenance and inspection recommendations in particular areas, and shall in no way limit the Association's general responsibility with respect to maintenance designed to prevent avoidable deterioration or property damage. The failure of the Association to perform any of the recommendations in this Section shall not be considered a violation of this Declaration or exhibits or the Act and shall not create a cause of action for any unit owner, tenant, guest or invitee. These recommendations are for informational purposes only and represent the type of maintenance that would be reasonable to perform in order to meet the estimate useful lives of the various components of the Condominium Property as of the dedication of such components.

16 **ENFORCEMENT OF MAINTENANCE**. In the event the Owner of a Unit fails to maintain or use it as required under this Declaration, the Bylaws of the Association, the Articles of Incorporation of the Association, the applicable rules and regulations, or any other agreement or document affecting the Condominium, then the Association, the Developer, or any other Unit Owner shall have the right to take legal action to seek compliance therewith. The Association shall have the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Element or any portion of the Unit for which the Association has responsibility pursuant to Section 15.9 above, or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units.

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

**18 ASSESSMENTS: LIABILITY; LIEN AND PRIORITY; INTEREST; COLLECTIONS.**

18.1 Assessments. The Board of Directors shall from time to time, and at least annually, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget on which such Assessments are based to all Unit Owners. The Common Expenses shall include the expenses of and reserves for (if required by law) the operation, maintenance, repair and replacement of the Common Elements, costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or By-Laws of the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any Budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the By-Laws.

18.2 Special and Capital Improvement Assessments. In addition to Assessments levied by the Association to meet the Common Expenses of the Condominium, the Board of Directors may levy "Special Assessments" and "Capital Improvement Assessments" upon the following terms and conditions:

18.2.1 "Special Assessments" shall mean or refer to a charge against each Owner and his Unit, representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements.

18.2.2 "Capital Improvement Assessments" shall mean and refer to a charge against each Owner and his Unit, representing a portion of the costs incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from repairs and maintenance) of any capital improvements located or to be located within the Common Elements.

18.2.3 Special Assessments and Capital Improvement Assessments may be levied by the Board of Directors and shall be payable in lump sums or installments, in the discretion of the Board; provided that, if such Special and Capital Improvement Assessments shall cause the total Assessments levied to exceed 115% of Assessments for the proceeding calendar year, the Board must obtain approval of a majority of the Units represented at a meeting at which a quorum is attained.



18.3 No Waiver of Assessments. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements, services or recreation facilities, or by abandonment of the Unit for which the Assessments are made.

18.4 Payment of Assessments. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, is liable for all Assessments, interest, late fees, attorneys fees and costs which come due while he is the Unit Owner. In the case of a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments, interest, late fees, attorney's fees and costs against his share of the Common Expenses up to the date of conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. Assessments, and installments due which are not paid within ten (10) days after their due date shall bear interest at the highest rate allowable by law from the due date until paid. The Association may charge an administrative late fee, in addition to such interest, in accordance with §718.116(3), Florida Statutes, as the same now exists, or may hereafter be amended from time to time, or in the absence thereof, as established by the Board of Directors. Such late fee shall be set by the Board of Directors of the Association from time to time. Any payment received by the Association shall be applied first to any interest accrued against the delinquent amounts, then to any administrative late fees, then to costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessments.

18.5 Lien and Priority. The Association has a lien against each Condominium Parcel for any unpaid Assessments and the interest accrued thereon. The lien shall also secure costs, administrative late fees and reasonable attorney's fees, whether incurred in primary, appellate or bankruptcy proceedings, related to the collection of the delinquent assessments, the enforcement of the covenants and restrictions herein set forth or the defense of claims asserted against the Association arising from the foregoing. The lien shall be enforced in accordance with the provisions of §718.116, Florida Statutes, as the same may now exist, or may hereafter be amended from time to time. The lien shall relate back to the date of filing of this Declaration in the Public Records of Pinellas County, Florida, and shall be superior in dignity to the creation of any homestead status, regardless of when the lien shall be filed for record, and each Owner of a Unit hereby consents to the imposition of such a lien prior to any homestead status. The lien of the Association shall also be superior in dignity to any lien or mortgage against a Unit, except as provided by §718.116, Florida Statutes, as the same now exists, or may hereafter be amended from time to time, regardless of the dates the lien or mortgage is filed for record, and each person or entity acquiring a lien or mortgage interest in any Unit hereby consents to the imposition of such lien priority in favor of the Association.

18.6 Acceleration of Assessments upon Default. If a Unit Owner shall default in the payment of any installment of an assessment payable in installment for more than thirty (30) days after the same shall be due, the Association may accelerate the remaining installments of the assessment in conjunction with the filing

of a lien against the Unit as provided above and upon notice to the Unit Owner, and the unpaid balance of the assessment shall be due and payable upon the date of recording the claim of lien in the Public Records of Pinellas County, Florida.

18.7 First Mortgagee. In the event a First Mortgagee shall obtain title to a Unit as a result of foreclosure of its mortgage, or as a result of a deed given in lieu of foreclosure or in satisfaction of debt, such First Mortgagee, its successors and assigns, shall be liable for all unpaid assessments of the defaulting Unit Owner, as limited by the Act. Any unpaid share of Common Expenses or Assessments or other charges shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such First Mortgagee, and its successors and assigns.

18.8 Certificate of Unpaid Assessments. Within the time required by the Act, after request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating all assessments and other moneys owed to the Association by the Unit Owner with respect to his Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby. The Association or its agent may charge a reasonable fee, subject to the limitations in the, for the preparation of such certificate.

18.9 Installments. Regular Assessments shall be collected monthly or quarterly, in advance, as determined from time to time by the Board of Directors. Initially, Assessments will be collected monthly.

18.10 Developer Approval of Association Actions. Notwithstanding anything in this Declaration to the contrary, while Developer holds Units for sale or lease in the ordinary course of business (as used herein, the phrase "ordinary course of business" shall mean any method of sale employed by Developer to sell Units, including, but not limited to, having a sales office, using the services of any broker or advertising Units for sale), none of the following actions may be taken without approval in writing by Developer:

18.10.1 Assessment of Developer as a Unit Owner for capital improvements; and

18.10.2 Any action by the Association that would be detrimental to the sale or leasing of Units by Developer.

The determination as to what actions would be detrimental or what constitutes capital improvements shall be in the sole discretion of Developer.

18.11 Developer Budget Guarantee. Until the Guarantee Expiration Date, the Developer shall not be obligated to pay the share of Common Expenses and Assessments attributable to the Units owned by it, provided: (i) that the regular Assessments for Common Expenses imposed on each Unit Owner other than the Developer prior to the Guarantee Expiration Date shall not increase during such period over the fixed amounts set forth in the Proportional Ownership Schedule

attached hereto as Exhibit C; and (ii) that the Developer shall be obligated to pay any amount of Common Expenses actually incurred during such period and not produced by the Assessments at the guaranteed levels receivable from other Unit Owners. Provided control of the Association has not been transferred to Unit Owners, the Developer shall have the option, in its sole discretion, of extending the guarantee for four (4) additional six (6) month periods, or paying the share of Common Expenses and Assessments attributable to Units it then owns. Commencing on Guarantee Expiration Date, or the expiration of any extended period, the Developer shall contribute to the Common Expenses as to the Units owned by it, in the same manner as all other Unit Owners. The foregoing provisions are intended to comply with the requirements of Section 718.116, Florida Statutes, as that Section exists as of the date hereof. Notwithstanding the above and as provided in Section 718.116(9)(a)2 of the Act, in the event of an Extraordinary Financial Event (as hereinafter defined), the costs necessary to effect restoration shall be assessed against all Unit Owners owning units on the date of such Extraordinary Financial Event, and their successors and assigns, including the Developer (with respect to Units owned by the Developer). As used in this Subsection, an "Extraordinary Financial Event" shall mean Common Expenses incurred prior to the Guarantee Expiration Date (as same may be extended) resulting from a natural disaster or Act of God, which is not covered by insurance proceeds from the insurance maintained by the Association as required by Section 718.111(11)(a) of the Act.

#### 18.12 Rights of Mortgagees.

18.12.1 Right to Financial and Insurance Information. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Condominium Documents and the books, records, insurance policies and financial statements of the Association to Unit Owners and the holders, insurers or guarantors of any Mortgagees encumbering Units. In addition, evidence of insurance shall be issued to each Unit Owner and Mortgagee holding a mortgage encumbering a Unit upon written request to the Association.

18.12.2 Right to Notice. Upon advance written request to the Association by a Mortgagee, identifying (i) the name and address of the Mortgagee, (ii) the Unit number and the legal description of such Unit, and (iii) the name and mailing address of the Owner of the Unit, the Association shall provide such Mortgagee with timely written notice of the following:

18.12.2.1 Any condemnation, loss or casualty loss which affects any material portion of the Condominium Property or any Unit encumbered by a mortgage held, insured or guaranteed by such Mortgagee;

18.12.2.2 Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

18.12.2.3 Any proposed action which would require the consent of Mortgagees holding a mortgage encumbering a Unit; and

18.12.2.4 Any failure by a Unit Owner owning a Unit encumbered by a mortgage held, insured or guaranteed by a Mortgagee, to perform his or her obligations under the Condominium Documents, including but not limited to, any delinquency in the payment of Annual Assessments or Special Assessments, or any other charge owed to the Association by said Unit Owner, where such failure or delinquency has continued for a period of sixty (60) days.

18.12.3 Right to Cover Cost. Any Mortgagee shall have the right, but not the obligation, at their sole option to pay any of the Assessments which are in default and which may or have become a charge against any Unit. Further, any Mortgagee shall have the right, but not the obligation, at their sole option, to pay insurance premiums or fidelity bond premiums on behalf of the Association where, in regard to insurance premiums, the premiums are overdue and where lapses in policies may or have occurred.

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

19.1 Authority to purchase; Named insured. All insurance policies upon the Condominium Property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their Mortgagees. Provisions shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to the Mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association, and all policies and their endorsements shall be deposited with and held by the Association. Unit Owners shall obtain coverage at their own expense upon their interior improvements, personal property and for their personal liability and living expense. The policies may also be issued in the name of an authorized representative of the Association, including any insurance trustee with whom the Association has entered into an insurance trust agreement, or any successor trustee, as insured, for the use and benefit of the individual Owners and their mortgagees, as their interests may appear. Loss payable shall be in favor of the Association or insurance trustee, for each Unit Owner and each such Owner's mortgagee(s). The Association or insurance trustee, if any, shall hold any proceeds of insurance in trust for Unit Owners and their mortgage holders, as their interests may appear. Each Unit Owner and each Unit Owner's mortgagee(s), if any, shall be beneficiaries of the policy in the fraction of ownership of the Common Elements set forth in this Declaration. Certificates of insurance shall be issued to each Unit Owner and mortgagee upon request. Such policies shall contain the standard mortgage clause, or equivalent endorsement (without contribution), which is commonly accepted by private institutional mortgage investors in the Pinellas County area and shall name any

holder of mortgages on Units within the Condominium. Such policies shall provide that they may not be canceled or substantially modified, without at least thirty (30) days' prior written notice to the Association and to each holder of a mortgage listed as a scheduled holder of a mortgage in the policies. Policies are unacceptable where: (i) under the terms of the insurance carrier's charter, bylaws, or policy, contributions or assessments may be made against borrowers, Federal Home Loan Mortgage Corporation ("FHLMC"), Federal National Mortgage Association, ("FNMA"), or the designee of FHLMC or FNMA; or (ii) by the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders or members, or (iii) the policy included any limiting clauses (other than insurance conditions) which could prevent FNMA, FHLMC, or the borrowers from collecting insurance proceeds. The policies shall also provide for the following: recognition of any insurance trust agreement; a waiver of the right of subrogation against Unit Owners individually; that the insurance is not prejudiced by any act or neglect of individual Unit Owners that are not under the control of the Association or the Owners collectively; and that the policy is primary in the event the Unit Owner has other insurance covering the same loss.

19.2 Coverage. The Association shall obtain, maintain and pay the premiums upon a policy or policies of hazard insurance providing primary coverage for all portions of the Condominium Property for which the Association is required to maintain insurance in accordance with the Condominium Act.

19.2.1 Casualty. All buildings and improvements upon the land of this condominium shall be insured in such amount as the Board of Directors shall determine, provided that such insurance shall be in an amount equal to no less than one hundred percent (100%) of the maximum insurable replacement value, excluding the land, foundation, underground utilities, excavation costs, and other items normally excluded from coverage. All personal property included in the Common Elements or owned by the Association shall be insured for its reasonable replacement value, all as determined annually by the Board of Directors of the Association. The Board of Directors may cause the insurable property to be appraised periodically for the purpose of establishing insurance values. The cost of appraisal shall be a Common Expense.

19.2.2 Flood Insurance. The Association shall obtain and pay the premiums upon, as a Common Expense, a policy or policies of flood insurance on the buildings and any other property covered by the required form of policy (the "Insurable Property"), in an amount of the maximum coverage available under the National Flood Insurance Program ("NFIP") for all buildings and other Insurable Property within an area having special flood hazards.

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

19.2.4 Other Risks. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to, vandalism and malicious mischief.

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

19.2.6 Worker's Compensation. Worker's Compensation policy to meet the requirements of law, but only in the event the Association shall have employees.

19.2.7 Fidelity Bonds. Blanket fidelity bonds shall be maintained by the Association in the amount required by Section 718.111(11) (h), of the Condominium Act, as it may be amended or renumbered from time to time.

19.2.8 Directors and Officers Liability Insurance. Directors and officers' liability insurance shall be obtained and maintained. Such insurance if available may include if the Board so determines, coverage for committee members of the Association.

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

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

19.2.11 Deductibles. The Board, in the exercise of its reasonable business judgment, may obtain policies of casualty and liability insurance having reasonable deductibles. In the event of a loss, the deductible amount, if any, with respect to any such policy shall be treated as a Common Expense payable from regular Assessments, Special Assessments, or, if appropriate, from an applicable reserve. If, however, the claim or damage arises from the negligence of a particular Owner or Owners, the Association may recover payment of any such amount due from the Owner responsible therefor.

19.2.12 Benefit; Share of Proceeds. All insurance policies purchased by the Association for this Condominium shall be for the benefit of the Association and the Unit Owners and their Mortgagees, as their

interests may appear. The Association shall receive such proceeds as are paid under such policies, and hold the proceeds in trust for the purpose elsewhere stated in this instrument and for the benefit of the Unit Owners of this condominium and their Mortgagees as their interests may appear.

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

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

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

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

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

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

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

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

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

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

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

20 **OBLIGATIONS OF UNIT OWNERS.** The use of the Condominium Property or Association Property shall be in accordance with the following provisions so long as the Condominium exists:

20.1 Payment of Assessments. Each Unit Owner shall promptly pay the assessments levied by the Association.

20.2 Occupancy Restrictions. In no event shall occupancy (except for occasional temporary occupancy of guests) exceed two (2) persons per bedroom. Unless otherwise expressly set forth herein, under no circumstances may more than one (1) family reside in a Unit at one time. Family or words of similar import used herein shall be deemed to include spouses, parents, parents-in-laws, children and grandchildren and additionally, sharing arrangements for the occupancy of Units herein between family members are permitted, as well as other arrangements between two unrelated adults provided that such arrangements are of a permanent nature and not transient.

20.3 Parking; Vehicles. All automobiles shall be parked only in the parking spaces so designated for the purpose by the Association. Each Unit Owner agrees to notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations. No parking of commercial trucks of any nature or similar commercial vehicles shall be permitted for a period of more than four hours except temporarily during periods for purposes of actual construction or repair of a structure, or moving in or out and for moving or transferring furniture or for grounds maintenance. No commercial truck, commercial van, or other commercial vehicle, and no recreation vehicle shall be permitted to be parked overnight. Notwithstanding the foregoing, vans equipped for personal passenger use shall be permitted. No boat, boat trailer or other trailer of any kind, camper, mobile home, motor home or disabled vehicle shall be permitted to be parked or stored on the



Condominium Property. Any such vehicle or any of the properties mentioned in this subsection may be removed by the Association at the expense of the Unit Owner owning and/or responsible for the same, for storage or public or private sale, at the election of the Association; and the Unit Owner owning and/or responsible for the same shall have no right of recourse against the Association therefor. No repairing of automobiles, trailers, boats, campers, golf carts, or any other property of a Unit Owner will be permitted on the Condominium Property, including any parking area, limited or common or the adjacent streets.

20.4 No Temporary Residences. No commercial truck, commercial van, or other commercial vehicle, and no boat, boat trailer or other trailer of any kind, camper, mobile home, disabled vehicle, motor home or recreational vehicle shall be used on the Condominium Property as a domicile or residence, either permanent or temporary.

20.5 No Nuisance. No nuisances shall be allowed upon the Condominium Property or Association Property nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. No Owner or resident of a Condominium Unit may make or permit any disturbing noises, as determined by the Board of Directors, in the Building or on the Condominium Property, whether made by himself, his or her family, friends, guests, pets or employees, nor may he do or permit to be done anything by such persons that would interfere with the rights, comforts, or other conveniences of other residents. No person may play or suffer to be played any musical instrument, stereo, phonograph, radio or television set in his or her Condominium Unit or on or about the Condominium Property if the same shall in any manner disturb or annoy the other residents or Owners of the Condominium Property.

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

20.7 Maintenance of Unit. Each Unit Owner shall maintain his or her Condominium Unit in good condition and repair, including all internal surfaces within or surrounding his or her Condominium Unit, and each Unit Owner shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately to his or her Condominium Unit. Landscaped and grassed areas shall be used only for the purposes intended. No articles belonging to Unit Owners or residents shall be kept in such areas, temporarily or otherwise. Each Unit Owner shall maintain his or her Condominium Unit in a clean and sanitary manner.

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

20.9 Trash. All garbage must be separated into recyclable and non-recyclable garbage and shall be placed in plastic bags and sealed before depositing the same in such receptacles as shall be designated and regulated pursuant to rules and regulations adopted from time to time by the Association. Unit owners shall be prohibited from placing private garbage cans on the Common Elements.

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

20.11 Signs. No Unit Owner shall show any sign, advertisement or notice of any type on the Common Elements or in his Unit so that the same may be seen on the Common Elements. There shall be no "for sale" or "for rent" signs in any form or size placed inside or outside of the windows of a Unit or attached to the curtains or blinds or any part of the interior or exterior of the Unit or on the Common Elements. The Association may erect a sign post for the purpose of allowing Unit Owners to advertise the sale of their Units and said sign post shall be erected in an area designated by the Association. During such time as the Developer has Units for sale or lease in the ordinary course of business, this Section does not impose any restrictions on the Developer who may place any lawfully permitted sign anywhere on the Condominium Property.

20.12 Antennas; Satellite Dish. There shall not be any exterior antenna for either radio or TV, or for any broadcasting or receiving equipment, except as may be expressly permitted by applicable law. Each Unit Owner shall be permitted to install a miniature satellite dish antenna at a location on the Common Elements approved in advance by the Association. Any such dish shall remain the sole and exclusive property of the Unit Owner, and the Unit Owner shall be responsible for all maintenance, repair and replacement thereof. The Unit Owner shall keep the dish in good repair at all times, and shall indemnify the Association for all damages, claims, expenses and costs incurred by the Association as a result of the installation, maintenance, repair, replacement or removal of the dish.

20.13 Pets. Unit Owners and their tenants shall be permitted to keep domestic pets in or about a Unit or the Condominium Property, subject to the following restrictions:

20.13.1 Domestic pets shall include only dogs, cats and fish of a type traditionally kept as pets. No birds, reptiles, rodents or exotic animals may be kept in the Unit. A fish aquarium may not exceed 30 gallons without the prior written consent of the Association.

20.13.2 The following breeds of dogs are prohibited, permanently or temporarily upon the Condominium Property: (i) Pit Bull; (ii) Doberman Pincher; (iii) Rottweiler, (iv) Akita, (v) Husky, (vi) Bull Mastif, (vii) Chow; and (viii) any other breed, the presence of which on the Condominium Property are prohibited or restricted by the Association's insurance carrier or which would cause an increase in the cost of the liability insurance for the Condominium Property or the Association.

20.13.3 In no event, other than in the case of fish, shall there be more than a cumulative total of two (2) domestic animals kept in a Unit at any time. A conforming aquarium shall count as a single domestic animal. At all times when a dog or cat shall be on the Common Elements, such animal shall be under leash and under the direct control of a person. No dog or cat shall be permitted to run free on the Common Elements. The Unit Owner or tenant of the Unit in which the dog or cat is kept shall be responsible for the conduct of such animal at all times, and shall not permit the animal to create a nuisance or otherwise engage in conduct which is a source of annoyance to other residents of the Condominium Property.

20.13.4 No animal shall be kept, either permanently or temporarily on any Limited Common Element patio or balcony. No animals, except authorized service animals, shall be permitted in the pool area at any time.

20.13.5 The keeping of service animals within a Unit on the Common Elements shall at all times comply with the provisions of Section 413.08, Florida Statutes, as hereafter modified or amended, as well as applicable federal law.

20.13.6 Each Unit Owner who keeps a permitted domestic pet or service animal in a Unit shall, upon commencement of occupancy, provide the Association with evidence of compliance with all applicable state and local vaccination and licensing requirements.

20.14 Window Coverings. No Unit Owner shall place or install any colored, reflecting or solar material on any exterior facing windows without written approval of the Association.

20.15 Screen Enclosures. Unit Owners shall not be allowed to make structural or exterior appearance changes to the Unit including the placing of screens, jalousies, or other enclosures on balconies, porches or other parts of the building without the express written approval of the Association.

20.16 Hurricane Shutters. Hurricane shutters shall be permitted to be installed on any Unit pursuant to the specifications for each building operated by the Association which shall include color, style, and other factors deemed relevant by the Developer until turnover and thereafter the Board of Directors of the Association.

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

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

20.19 Balconies and Flags. No rugs or mops shall be shaken or hung from or on any of the windows, doors, deck railings or balconies. No clothes, sheets, blankets, towels, bathing suits, laundry or any other kind of articles shall be hung out of a Unit or exposed on the Common Elements or Limited Common Elements. The foregoing notwithstanding, any unit owner may display one portable, removable United States flag and/or State of Florida flag in a respectful way and in a manner which is least intrusive to all other unit owners, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day may display, in a respectful way, portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, all in accordance with Section 718.113(4), of the Florida Condominium Act, as hereafter amended from time-to-time.

20.20 Grills. No other grills or smokers of any kind shall be allowed in a Unit or on the balcony or porch of a Unit. The Association may, but shall not be required to, provide grills for use by the residents on the Common Elements and the Association may designate the locations for which such grills may be used. No other grills, smokers or other similar cooking devices may be used on the Condominium Property.

20.21 Smoke Free Property. The smoking of any tobacco or tobacco related product anywhere within the Common Elements, Limited Common Elements or the recreational areas shall be strictly prohibited. The Board of Directors of the Association may establish designated smoking areas which do not unreasonably interfere with the use of the Common Elements and shall establish such reasonable rules for the implementation of this provision as is determined necessary or appropriate.

21 **LEASING OF UNITS.** Unit Owners may lease their Units, subject to the following restrictions:

21.1 All leases must be in writing.

21.2 Unless a longer term is required by applicable zoning and land use restrictions in effect from time to time, no lease may have a term of less than thirty (30) days. If a Unit Owner shall commence a lease of his Unit, regardless of the term, no subsequent lease of the same Unit may commence within thirty (30) days of such commencement.

21.3 No lease may be for less than the entire Unit.

21.4 All leases shall incorporate this Declaration and its exhibits, whether or not so stated, and all leasees, and their family members, guests and invitees shall be subject to and shall be obligated to comply with such documents.

21.5 All leases shall provide, and if they do not so state, they shall be deemed to provide, that the Association shall have the authority, but not the obligation, to take legal action against a lessee for removal of that lessee from the Unit for violation of this Declaration or the Rules and Regulations of the Association.

21.6 No Unit Owner may commence a lease of his Unit until he has first obtained the approval of the Association. At least twenty (20) days prior to the commencement of a proposed lease, the Unit Owner shall apply to the Association for approval of the same. Such application shall be made on a written form provided by the Association, and shall be accompanied by an Application Fee (as hereinafter defined). Such application shall contain a copy of the proposed lease, with the name and current address of the proposed lessee, along with any other information requested by the Association reasonably related to the lease or occupancy of the Unit. The Association shall not be required to consider the application for approval until the application form has been filed, all requested information has been provided and the Application Fee has been paid. The application shall also be signed by the prospective lessee(s). Within ten (10) days after receipt of all application materials and the Application Fee, the Association shall give the Unit Owner notice of approval or disapproval of the lease. If no notice is given by the Association within such ten (10) day period, the lease shall be deemed approved. If the Association disapproves of the lease, the notice of disapproval shall state the reason(s) for disapproval. Without limiting the basis on which the Association may disapprove a lease, the Association's disapproval shall not be considered unreasonable if (a) the Unit Owner seeking approval is delinquent in payment of any assessment against his Unit at the time the application is submitted, or (b) the application or the lease on its face indicates that the lessee's proposed use of the Unit would violate the Declaration, any exhibit thereto or any Rule or Regulation of the Association. The Association shall not base any disapproval of a proposed Unit lease on any fact or circumstance which would violate any local, state or federal rule, ordinance or law prohibiting discrimination, including but not limited to the Fair Housing Act. If a notice of disapproval is timely given by the Association, the Unit Owner may not commence the lease.

21.7 For the purposes of this Section 21, any transfer of possession of a Unit by the Unit Owner to any other person shall be considered a lease of the Unit, whether or not rent is to be paid by such other person; provided, however, that the requirements of this Section 21 shall not apply to grants of possession by a Unit Owner in favor of his spouse, children, parents or siblings of the Unit Owner, and their immediate families or the spouse, children, parents or siblings, and their immediate families, owning an equitable interest of twenty percent (20%) or more in the Unit Owner if the Unit Owner is a legal entity. Any Unit Owner that is a legal entity shall maintain an accurate and current list of the identities of all owners of an equitable interest of twenty per cent (20%) or more with the Association.

21.8 In the event that the Unit is to be occupied by members of the Unit Owner's family, as permitted by Section 21.7 above, at a time when the Unit Owner shall not be present in the Unit, the Unit Owner shall advise the Association on its designated representative of the identities of such persons, in advance of their occupying of the Unit.

21.9 There shall be no subleasing of any Unit or portion thereof.

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

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

21.12 No Time share. Time share estates and interval ownership arrangements of whatever kind are hereby expressly forbidden.

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

23 **COSTS AND ATTORNEY'S FEES**.

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

23.2 Other Enforcement. In addition to the foregoing, if a Unit Owner fails to comply with the terms of this Declaration, the Bylaws, and/or the rules and regulations adopted pursuant thereto, as they may be amended from time to time,

and as a result of such failure it becomes necessary for either the Association or its agent to employ an attorney in order to insure that the Unit Owner complies with his said obligations, then and in such event, the Unit Owner will be obligated to reimburse the Association for the costs of such attorneys' fees, regardless of whether or not suit may be instituted.

24 **NO WAIVER OF RIGHTS.** The failure of the Developer, or the Association, or any Unit Owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

25 **AMENDMENT OF DECLARATION.**

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

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

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

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

25.5 Correction of Errors by Developer. Anything herein to the contrary notwithstanding, the Developer expressly reserves the right to amend this Declaration in order to correct any legal description contained herein which may be incorrect by reason of a scrivener's or surveyor's error. However, if such amendment alters or modifies the physical dimensions of the Common Elements, it shall not change any Unit Owner's proportionate or percentage share of ownership of Common Elements. The Developer may amend this Declaration as aforesaid by filing an amended legal description as an amendment to this Declaration among the

Public Records of Pinellas County, Florida, which amendment shall expressly describe the legal description which is being corrected (by reference to the exhibit containing said legal description) in addition to the correct legal description. Such amendment need be executed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners, lienors, or Mortgagees of Units, except for the written consent of any affected Mortgagee. As part of any such amendment, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be the scrivener or the surveyor, which affidavit shall set forth that: (1) said individual made an error in the legal description, (2) the error is corrected by the description contained in the amendment, and (3) it was the intent at the time of the incorrect original legal description to make that description such as is contained in the new amendment.

25.6 Correction of Errors by Association. The Association may amend this Declaration and any exhibits hereto, in order to correct a scrivener's error or other defect or omission by the affirmative vote of two-thirds (2/3) of the Board without the consent of the Unit Owners provided that such amendment does not materially and adversely affect the rights of Unit Owners, lienors or Mortgagees. Such amendment shall be signed by the President of the Association and a copy of the amendment shall be furnished by the Association to all Unit Owners and to all Mortgagees having made a request for notice in accordance with Section 18.5.2 above, as soon after recording thereof amongst the Public Records as is practicable.

25.7 Amendments Required by Secondary Mortgage Market Institutions. Notwithstanding anything contained herein to the contrary, Developer may, without the consent of the Unit Owners, file any amendment which may be required by a Mortgagee for the purpose of satisfying such criteria as may be established by such Mortgagee's secondary mortgage market purchasers, including, without limitation, FNMA, FHLMC, FHA or the VA; provided, however, that any such Developer filed amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

## 26 TERMINATION OF CONDOMINIUM.

26.1 Termination By Unit Owners. All of the unit owners may remove the Condominium Property from the provisions of the Condominium Act and this Declaration by an instrument to that effect, duly recorded, provided that the holders of all liens affecting any of the Condominium Parcels consent thereto, or agree, in either case by instruments duly recorded, that their liens be transferred to the undivided share of the Unit Owner in the property as hereinafter set forth, provided, however, that any such action to terminate the legal status of the Condominium Property for any reason whatsoever, shall require the affirmative vote of Mortgagees representing fifty one percent (51%) of the votes of the unit estates subject to a mortgage.



26.2 Effect of Termination. Upon removal of the Condominium Property from the provisions of the Condominium Act and this Declaration, the Condominium Property shall be deemed to be owned in common by the Unit Owners. The undivided share in the property owned in common by each Unit Owner shall be the undivided share previously owned by such owner in the Common Elements.

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

26.4 Subsequent Declaration. The termination of the Condominium shall not bar the creation of another condominium affecting the same property.

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

## 27 RECONSTRUCTION OR REPAIR AFTER CASUALTY.

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

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

27.1.2 Building.

27.1.2.1 Partial Destruction. If the damaged improvement is a building, and if any Unit in the building is found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined in the manner elsewhere provided that the Condominium shall be terminated.

27.1.2.2 Total Destruction. If the damaged improvement is a building, and if none of the Units in the building are found by the Board of Directors of the Association to be tenantable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated without agreement as elsewhere provided, unless,

27.1.2.2.1 within sixty (60) days after the casualty the owners of seventy-five (75%) percent or more of the Units agree in writing to such reconstruction or repair and fifty-one percent (51%) or more of the Eligible Mortgagees holding a First Mortgage on a Unit vote in favor of reconstruction, or,

27.1.2.2.2 if the damage is such that the Condominium may be lawfully continued with the remaining buildings, the owners of seventy-five (75%) percent or more of the Units agree in writing to such continuation or repair and fifty-one percent (51%) or more of the Eligible Mortgagees holding a First Mortgage on a Unit vote in favor of continuation.

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

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

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

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

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

28 **ADDITIONAL RIGHTS OF MORTGAGEES**. The following provisions are intended for the benefit of each First Mortgagee, and, to the extent that any provisions of this Declaration conflicts with the following provision, the following provisions shall control:

28.1 Financial Information. Upon request in writing, any holder, insurer or guarantor of a First Mortgage of a Unit shall the right:

28.1.1 to examine current copies of this Declaration, the Bylaws, rules and regulations and the books, records and financial statements of the Association during normal business hours; and

28.1.2 to receive, without any charge and within a reasonable time after such request, the annual financial statement which is prepared and distributed by the Association to the Unit Owners at the end of its fiscal year; provided, however, that in the event an audited financial statement is not available, the holders of the fifty-one percent (51%) or more of the First mortgagees of the Units shall be entitled to have such an audited statement prepared at their expense;

28.2 Priority. No provision of this Declaration or the Articles of Incorporation or any similar instrument pertaining to the Condominium Property or the Units therein shall be deemed to give a Unit Owner or any other party priority over any rights of holders of a First Mortgage of Units pursuant to their mortgages in the case of distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units, and/or the Common Elements, or any portion thereof or interest therein. In such an event, the holder of any First Mortgage on a Unit shall be entitled, upon specific written request, to timely written notice of any such loss.

28.3 Consent to Action. If mortgages subject to the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation are involved, unless at least fifty-one percent (51%) of the First Mortgagees give their consent, which consent shall not be unreasonably withheld, the Association shall not:

28.3.1 by act or omission seek to abandon or terminate the Condominium;

28.3.2 change the pro rata interest or obligations of any individual Unit for the purpose of (1) levying assessments or charges, or allocating distributions of hazard insurance proceeds or condemnation awards; or (2) determining the pro rata share of ownership of each Unit in the Common Elements;

28.3.3 partition or subdivide any Unit in any manner inconsistent with the provisions of this Declaration;

28.3.4 by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting of easements or licenses, as authorized herein, shall not be deemed a transfer within the meaning of this clause); or

28.3.5 use hazard insurance proceeds for losses to any portion of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement, or reconstruction of such portion of the Condominium.

The provisions of this subsection shall not be construed to reduce the percentage vote that must be obtained from mortgagees or Unit Owners where a larger percentage vote is otherwise required by the Act for any of the actions contained in this subsection.

28.4 Notice to Eligible Mortgagees. Any Eligible Mortgagee, upon written request identifying the Unit and Owner subject to the First Mortgage held by such Eligible Mortgagee, will be entitled to timely written notice of:

28.4.1 any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a First Mortgage held by such Eligible Mortgagee;

28.4.2 any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a First Mortgage held by an Eligible Mortgagee which remains unsatisfied for a period of sixty (60) days, or, any default in the performance by an individual Unit Owner of any other obligation under the Condominium Documents which is not cured within sixty (60) days of notice to the Unit Owner of such default;

28.4.3 any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

28.4.4 any proposed action that would require the consent of Eligible Mortgagees, as specified herein;

28.4.5 any proposed amendment of the Condominium Instruments effecting a change in (a) the boundaries of any Unit or the exclusive easement rights appertaining thereto; (b) the interests in the Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto; (c) the number of votes in the Association appertaining to any Unit; or (d) the purposes to which any Unit or the Common Elements are restricted;

28.4.6 any proposed termination of the Condominium;

28.4.7 any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a First Mortgage held by such Eligible Mortgagee;

28.4.8 any delinquency in the payment of assessments or charges owned by an Owner of a Unit subject to a first mortgage held by such Eligible Mortgagees which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Unit Owner of any other obligation under the Condominium Instruments which is not cured within sixty (60) days;

28.4.9 any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

28.4.10 any proposed action that would require the consent of a specified percentage of Eligible Mortgagees, as specified herein.

28.5 Restrictions Inapplicable. Notwithstanding anything to the contrary herein contained, the provisions of Section 28 governing sales and leases shall not apply to impair the right of any First Mortgagee to:

28.5.1 foreclose or take title to a Unit pursuant to remedies contained in its mortgage; or

28.5.2 take a deed or assignment in lieu of foreclosure; or

28.5.3 sell, lease, or otherwise dispose of a Unit acquired by the mortgagee.

28.6 Notice to Association. Upon request to the Association, each Owner shall be obligated to furnish to the Association the name and address of any mortgagee, including, but not limited to any First Mortgage, encumbering such Owner's Unit.

28.7 Reasonable Consent. As required by Section 718.110 of the Act, any mortgagee consent required under this Section shall not be unreasonably withheld.

## 29 LIMITATION OF LIABILITY.

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

29.2 Injury or Damage. The Owner of a Unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the Common Elements. A Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree as the owner of a house would be liable for an accident occurring within his house.

30 **SECURITY.** Notwithstanding anything contained herein or in the Articles of Incorporation, Bylaws, any rules or regulations of the Association or any other document governing or binding the Association (collectively, the "Association Documents"), the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any owner, occupant or user of any portion of the Condominium Property including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons, without limiting the generality of the foregoing:

30.1 **Intent.** It is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the Condominium Property have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Condominium Property and the value thereof;

30.2 **Limitation of Power.** The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Pinellas County, and/or any other jurisdiction or the prevention or tortuous activities; and

30.3 **No Duty to Protect.** Any provisions of the Condominium Documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

Each unit owner (by virtue of his or her acceptance of title to his or her unit) and each other person having an interest in or lien upon, or making any use of, any portion of the condominium property (by virtue of accepting such interest or lien or making such uses) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this provision.

As used in this Section, "Association" shall include within its meaning all of the Association's directors, officers, committee and board members, employees, agents managers, contractors, subcontractors, successors and assigns and shall also include the developer, which shall be fully protected hereby.

## 31 **RULES AND REGULATIONS.**

31.1 **As to Common Elements and Association Property.** The Board of Directors of the Association may, from time to time, adopt or amend administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the Common Elements of the Condominium, the

easements granted herein to the Unit Owners and the Association. the Association Property and any facilities or services made available to the Unit Owners. The Association shall post in a conspicuous place on the Condominium Property, a copy of the rules and regulations adopted, from time to time, by the Board of Directors.

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

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

## 32 DEVELOPER'S RIGHTS.

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

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

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

34 **COVENANT RUNNING WITH THE LAND.** All provisions of this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein, and all of the provisions thereof shall be binding, upon and inure to benefit of the owner of all or any part thereof, or interest therein, and his heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and the Articles of Incorporation, Bylaws and Rules and Regulations, as they may be amended from time to time. The acceptance of a deed of conveyance, or the entering into of a lease, or the entering into of occupancy of any Unit, shall constitute an agreement that the provisions of this Declaration, the Articles, Bylaws and Rules and Regulations of the Association, are adopted and ratified by such Unit Owners, and his tenant or occupant.

35 **INVALIDATION AND OPERATION.**

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

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

36 **INTERPRETATION.** Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with Chapter 718 of the Florida Statutes.



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

38 **MISCELLANEOUS**.

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

38.2 **Applicability of Act**. Each Unit Owner and the Association shall be governed by and shall comply with the Condominium Act and this Declaration and Bylaws as they exist from time to time. Failure to do so shall entitle the Association or any Unit Owner to recover sums due for damages or injunctive relief or both. Such actions may be maintained by or against a Unit Owner or the Association or in a proper case by or against one or more Unit Owners. Such relief shall not be exclusive of other remedies provided by law.

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

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

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

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

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

**[This Space Intentionally Blank]**

**[Signature Page Follows]**

[Signature Page]

IN WITNESS WHEREOF, **Benchmark El Mar Apartments, LLC**, a Florida limited liability company, has caused these presents to be signed in its name this 25 day of November, 2020.

[Signature]  
(Witness #1 Signature)

James M. Kistner  
(Print Witness #1 Name)

[Signature]  
(Witness #2 Signature)

Jordan Sylvester  
(Print Witness #2 Name)

**Benchmark El Mar Apartments, LLC**,  
a Florida limited liability company

By: **Benchmark Park Forest Associates, L.P.**, a Delaware limited partnership,  
Its Member

By: **Benchmark Dearborn Properties, Inc.**,  
a Delaware corporation,  
Its General Partner

By: [Signature]  
**Steven J. Longo**, Vice President

STATE OF New York )  
COUNTY OF Erie )

The foregoing instrument was acknowledged before me by means of (x) physical presence or ( ) online notarization this 25 day of November, 2020, by **Steven J. Longo**, as Vice President of Benchmark Dearborn Properties, Inc., General Partner of Benchmark Park Forest Associates, L.P., Member of Benchmark El Mar Apartments, LLC, a Florida limited liability company, who is personally known to me or has produced \_\_\_\_\_ as identification.

[SEAL]

**TAMMY L. METZGER**  
Notary Public - State of New York  
No. 01ME6134700  
Qualified in Niagara County  
My Comm. Expires Oct. 3, 2021

[Signature]  
NOTARY PUBLIC  
Print Name: Tammy L. Metzger  
My Commission Expires: 10/3/21

**JOINDER BY ASSOCIATION**

**El Mar of North Redington Condominium Association, Inc.**, a Florida corporation not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and the exhibits attached hereto.

IN WITNESS WHEREOF, **El Mar of North Redington Condominium Association, Inc.**, has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 25 day of November, 2020.

**EL MAR OF NORTH REDINGTON  
CONDOMINIUM ASSOCIATION, INC.,**  
a Florida Corporation not for profit

Taylor Shotwell  
(Witness #1 Signature)

Taylor Shotwell  
(Print Witness #1 Name)

James M. Kistner  
(Witness #2 Signature)

James M. Kistner  
(Print Witness #2 Name)

By: Margaret Shotwell  
**Margaret Shotwell, President**

(Corporate Seal)

STATE OF New York )  
COUNTY OF Erie )

The foregoing instrument was acknowledged before me, by means of (x) physical presence or ( ) online notarization this 25 day of November, 2020, by Margaret Shotwell, President of El Mar of North Redington Condominium Association, Inc., a Florida corporation not for profit, who is (  ) personally known to me or, ( ) has produced \_\_\_\_\_ as identification.

[SEAL]

**TAMMY L. METZGER**  
Notary Public - State of New York  
No. 01ME6134700  
Qualified in Niagara County  
My Comm. Expires Oct. 3, 2021

Tammy L Metzger  
NOTARY PUBLIC  
Print Name: Tammy L. Metzger  
My Commission Expires: 10/3/21

**JOINDER BY ASSOCIATION**

**El Mar of North Redington Condominium Association, Inc.**, a Florida corporation not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and the exhibits attached hereto.

IN WITNESS WHEREOF, **El Mar of North Redington Condominium Association, Inc.**, has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 25 day of November, 2020.

**EL MAR OF NORTH REDINGTON  
CONDOMINIUM ASSOCIATION, INC.**,  
a Florida Corporation not for profit

Taylor Shotwell  
(Witness #1 Signature)

By: Margaret Shotwell  
**Margaret Shotwell, President**

Taylor Shotwell  
(Print Witness #1 Name)

(Corporate Seal)

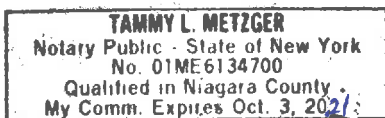
James M. Kistner  
(Witness #2 Signature)

James M Kistner  
(Print Witness #2 Name)

STATE OF New York )  
COUNTY OF Erie )

The foregoing instrument was acknowledged before me, by means of (x) physical presence or ( ) online notarization this 25 day of November, 2020, by Margaret Shotwell, President of El Mar of North Redington Condominium Association, Inc., a Florida corporation not for profit, who is () personally known to me or, ( ) has produced \_\_\_\_\_ as identification.

[SEAL]



Tammy L Metzger  
NOTARY PUBLIC  
Print Name: Tammy L. Metzger  
My Commission Expires: 10/3/21

**JOINDER OF MORTGAGEE**

**Keybank National Association**, a national banking corporation, the holder of a mortgage dated February 14, 2019, and recorded in Official Records Book 20450, Page 1931, of the Public Records of Pinellas County, Florida (the "Mortgage"), which Mortgage encumbers the real property described in Exhibit "A" to the Declaration of Condominium for **EL MAR, A CONDOMINIUM**, hereby consents to and joins in the recording of the Declaration of Condominium.

In witness whereof Keybank National Association has caused these presents to be signed in its name by its proper officer and its corporate seal to be affixed this 1st day of December 2020.

*Michelle P. Hager*  
(Witness #1 Signature)

Michelle P. Hager  
(Print Witness #1 Name)

*Karen A. Allen*  
(Witness #2 Signature)

Karen A. Allen  
(Print Witness #2 Signature)

**Keybank National Association**,  
a national banking corporation

By: *David A. Pyc*

Print Name: DAVID A. PYC

Print Title: SVP

(Corporate Seal)

STATE OF New York )  
COUNTY OF ERIE )

The foregoing instrument was acknowledged before me, by means of (x) physical presence or ( ) online notarization this 1st day of December, 2020, by David A. Pyc, as Senior Vice President of **Keybank National Association**, a national banking association, who is (x) personally known to me or, ( ) has produced \_\_\_\_\_ as identification.

[SEAL]

*Deborah M Slisz*  
NOTARY PUBLIC  
Print Name: Deborah M Slisz  
My Commission Expires: 7/7/23

DEBORAH M. SLISZ  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN ERIE COUNTY  
My Commission Expires July 7, 2023

**EXHIBIT A  
TO  
DECLARATION OF CONDOMINIUM  
OF  
EL MAR, A CONDOMINIUM**

(Legal Description of Land Submitted to Condominium)

Lots 5, 8, 9, 10, 11 and 12, Block "B" of North Redington Beach Section A, according to the plat thereof recorded in Plat Book 24, Page 46, of the Public Records of Pinellas County, Florida.

**EXHIBIT B  
TO  
DECLARATION OF CONDOMINIUM  
OF  
EL MAR, A CONDOMINIUM**

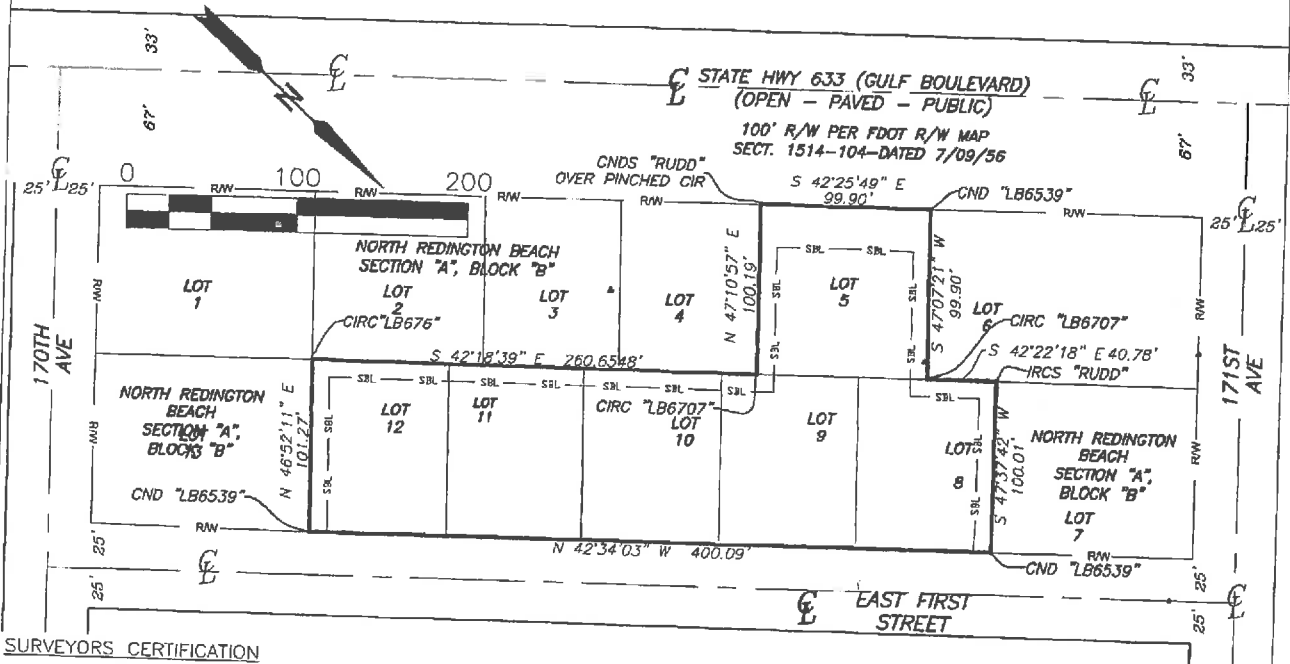
**PLOT PLAN, SURVEY AND DESCRIPTION**



EL MAR, A CONDOMINIUM

LEGAL DESCRIPTION:

LOTS 5, 8, 9, 10, 11 AND 12, BLOCK "B" OF NORTH REDINGTON BEACH SECTION A, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 24, PAGE 46, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.



SURVEYORS CERTIFICATION

THE UNDERSIGNED, BEING A PROFESSIONAL SURVEYOR AND MAPPER AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, HEREBY CERTIFIES THAT IN ACCORDANCE WITH THE PROVISIONS OF SECTION 718.104(4)(E), FLORIDA STATUTES, THE CONSTRUCTION OF IMPROVEMENTS OF EL MAR, A CONDOMINIUM, DESCRIBED IN THIS SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF THE IMPROVEMENTS ON SHEETS 1 THROUGH 26, IS SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIAL TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE IDENTIFICATION, LOCATION, AND DIMENSIONS ON EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS. WITH THE EXCEPTION OF THE SWIMMING POOL ALL PLANNED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES AND ACCESS TO EACH UNIT, AND THE COMMON-ELEMENT FACILITIES SERVING THE CONDOMINIUM HAVE BEEN SUBSTANTIALLY COMPLETED. THE LOCATION AND DIMENSIONS OF THE SWIMMING POOL HAVE BEEN SHOWN IN ACCORDANCE WITH THE PLANS PROVIDED THE UNDERSIGNED.

I HEREBY CERTIFY THAT THE AFOREMENTIONED SURVEY MAP IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION AND PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.  
 MICHAEL RUDD & ASSOCIATES, LLC  
 LICENSED BUSINESS No. LB8067

*Michael T. Rudd*  


MICHAEL T. RUDD, PLS  
 (SIGNED) DATE

LAND TITLE SURVEYOR FLORIDA REGISTRATION NO. 3960 ( SEAL )  
 THIS ITEM HAS BEEN ELECTRONICALLY SIGNED & SEALED BY MICHAEL T. RUDD, FLORIDA LICENSED SURVEYOR AND MAPPER ON THE DATE AND TIME SHOWN. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

**Michael T  
 Rudd**

Digitally signed by Michael T  
 Rudd  
 DN: c=US, o=Unaffiliated,  
 ou=A01427E00000169BA88E0B8  
 000014EA, cn=Michael T Rudd  
 Date: 2020.10.15 12:43:56 -04'00'

|   |
|---|
| CHECKED: MTR                                |
| DRAWN: MC                                   |
| DATE: 1/20/2020                             |
| SCALE: 1"=100'                              |
| FOR:<br>BENCHMARK EL MAR<br>APARTMENTS, LLC |



WWW.MICHAELTRUDD.COM  
 1210 BAHAMA DRIVE,  
 ORLANDO, FL 32806  
 PHONE: 407-342-0676  
 michael@michaeltrudd.com

BOUNDARY  
 &  
 LOCATION  
 SURVEY

SHEET 1 OF 3.3

EL MAR, A CONDOMINIUM

STATE HWY 633 (GULF BOULEVARD)  
(OPEN - PAVED - PUBLIC)

100' R/W PER FDOT R/W MAP  
SECT. 1514-104-DATED 7/09/56

NORTH REDINGTON BEACH  
SECTION "A", BLOCK "B"

LOT 2

LOT 3

LOT 4

S 42°18'39" E 260.65'

TON

10.83'

N 46°52'11" E  
101.27'

10.27'

LOT 12

LOT 11

LOT 10

RESIDENCE BUILDING #3  
HEIGHT = 25.6'  
UNITS: 114, 119, 217, 219, 256'

RESIDENCE BUILDING #3  
HEIGHT = 25.6'  
UNITS: 108, 110, 112, 114, 116, 118, 120, 122, 208, 210, 212, 214, 216, 218, 220, 222

RESIDENCE BUILDING #3  
HEIGHT = 25.6'  
UNITS: 113, 115, 213, 215, 252'

RESIDENCE BUILDING #3  
HEIGHT = 25.6'  
UNITS: 109, 111, 209, 211, 261'

PATIO L.C.E.

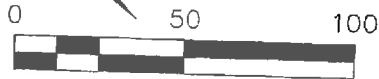
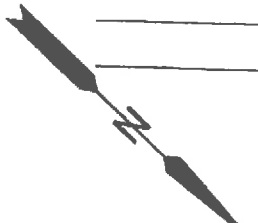
BALCONY L.C.E.

PATIO L.C.E.

ASPHALT PARKING C.E.

N 42°34'03" W 400.09'

EAST FIRST STREET



ABBREVIATIONS

C.E. - COMMON ELEMENT  
L.C.E. - LIMITED COMMON ELEMENT

SHEET 2 OF 33

CHECKED: MTR  
DRAWN: MC  
DATE: 1/20/2020  
SCALE: 1"=50'  
FOR:  
BENCHMARK EL MAR APARTMENTS, LLC

**RUDD**  
MICHAEL RUDD & ASSOCIATES, LLC  
SURVEYOR & MAPPER SINCE 1982  
Commercial Land Title Surveying - Plotting

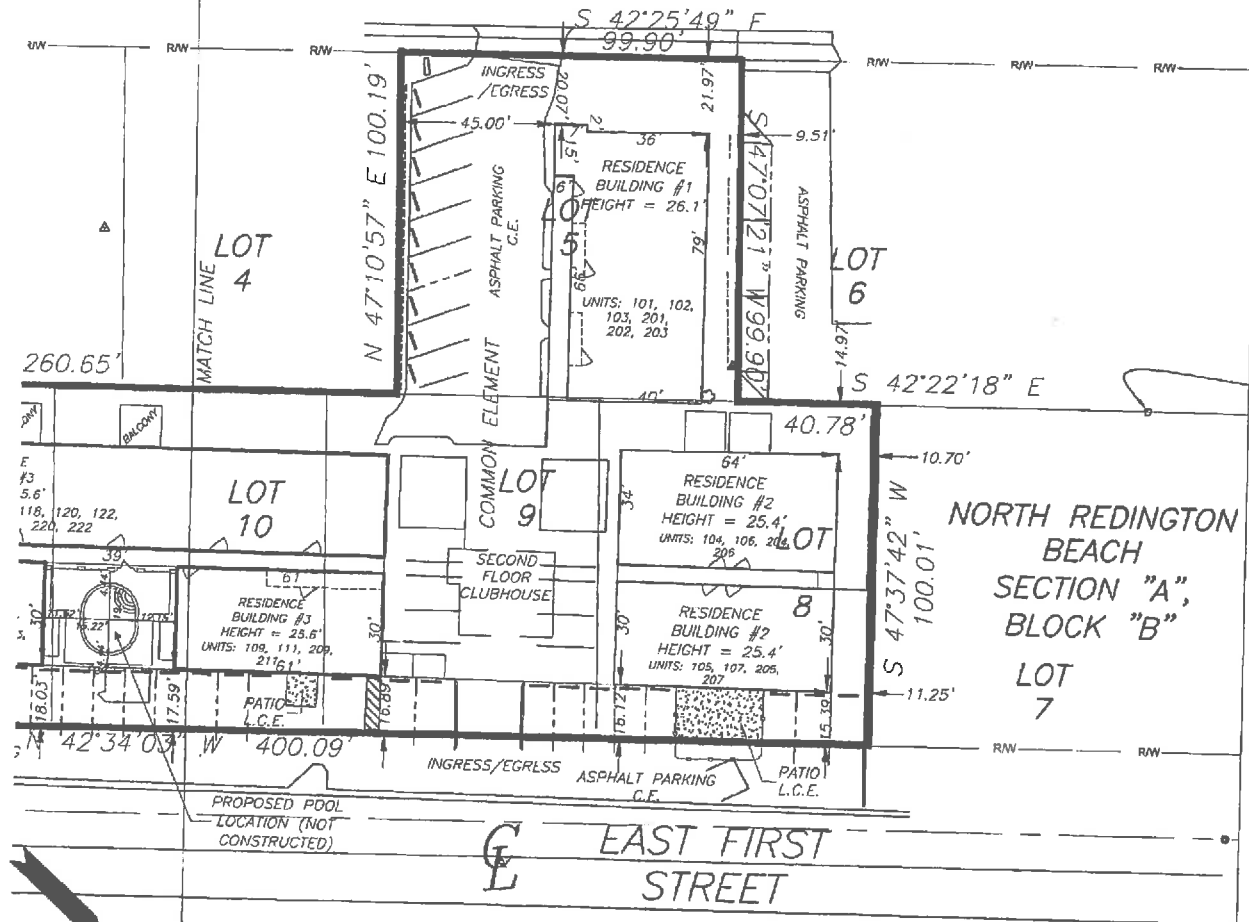
WWW.MICHAELTRUDD.COM  
1210 BAHAMA DRIVE,  
ORLANDO, FL 32808  
PHONE: 407-342-0878  
michael@michaeltrudd.com

PLOT PLAN  
1 OF 2

EL MAR, A CONDOMINIUM

STATE HWY 633 (GULF BOULEVARD)  
(OPEN - PAVED - PUBLIC)

100' R/W PER FDOT R/W MAP  
SECT. 1514-104-DATED 7/09/56



NORTH REDINGTON  
BEACH  
SECTION "A",  
BLOCK "B"

EAST FIRST  
STREET

ABBREVIATIONS

C.E. - COMMON ELEMENT  
L.C.E. - LIMITED COMMON ELEMENT

SHEET 3 OF 33

CHECKED: MTR  
DRAWN: MC  
DATE: 1/20/2020  
SCALE: 1"=50'  
FOR:  
BENCHMARK EL MAR  
APARTMENTS, LLC



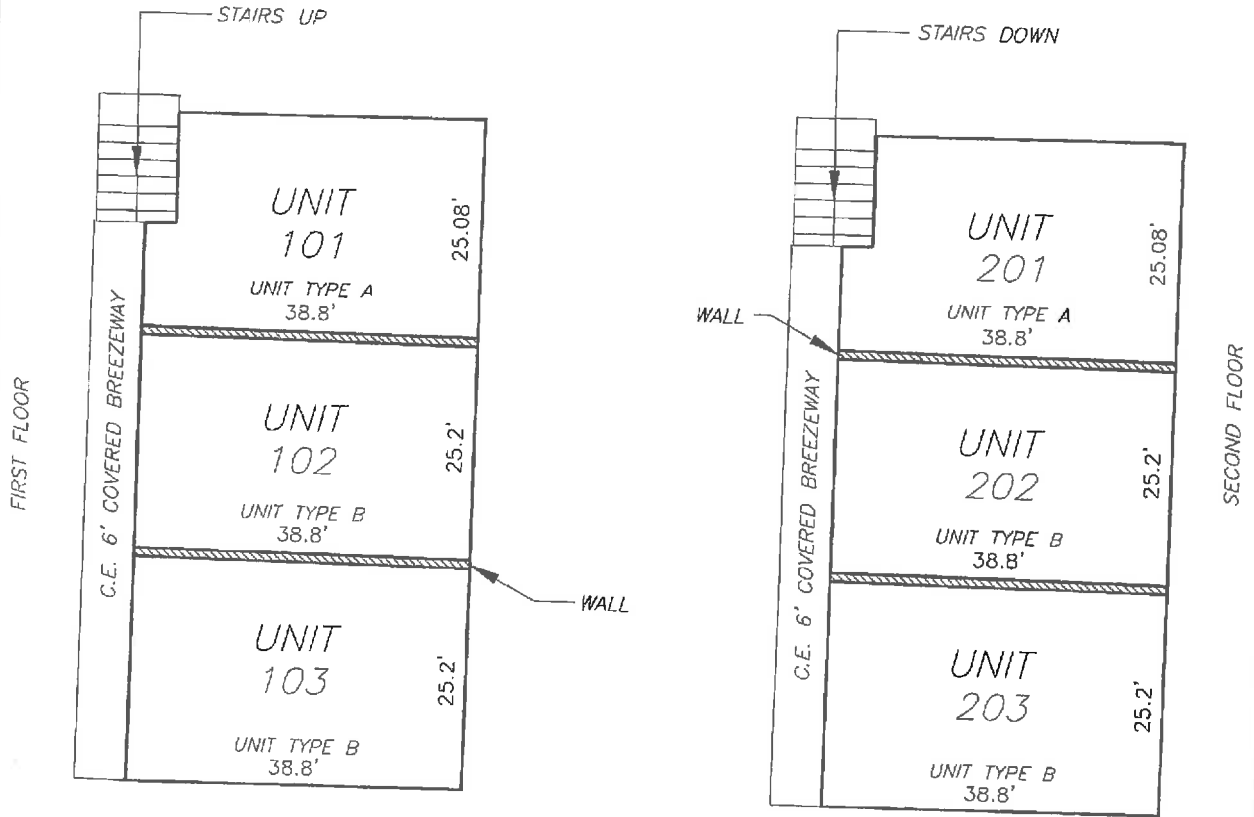
SURVEYOR & MAPPER SINCE 1982  
Commercial Land Title Surveying - Plotting

WWW.MICHAELTRUDD.COM  
1210 BAHAMA DRIVE,  
ORLANDO, FL 32808  
PHONE: 407-342-0676  
michael@michaeltrudd.com

PLOT  
PLAN  
2 OF 2

EL MAR, A CONDOMINIUM

BUILDING #1



ABBREVIATIONS

- C.E. - COMMON ELEMENT
- L.C.E. - LIMITED COMMON ELEMENT

SEE SHEET 11 OF 26 FOR UNIT 101, 201 FLOOR PLAN  
 SEE SHEET 12 OF 26 FOR UNIT 102, 103, 202, 203 FLOOR PLAN

SHEET 4 OF 33

CHECKED: MTR  
 DRAWN: MC  
 DATE: 1/20/2020  
 SCALE: 1"=20'  
 FOR:  
 BENCHMARK EL MAR  
 APARTMENTS, LLC

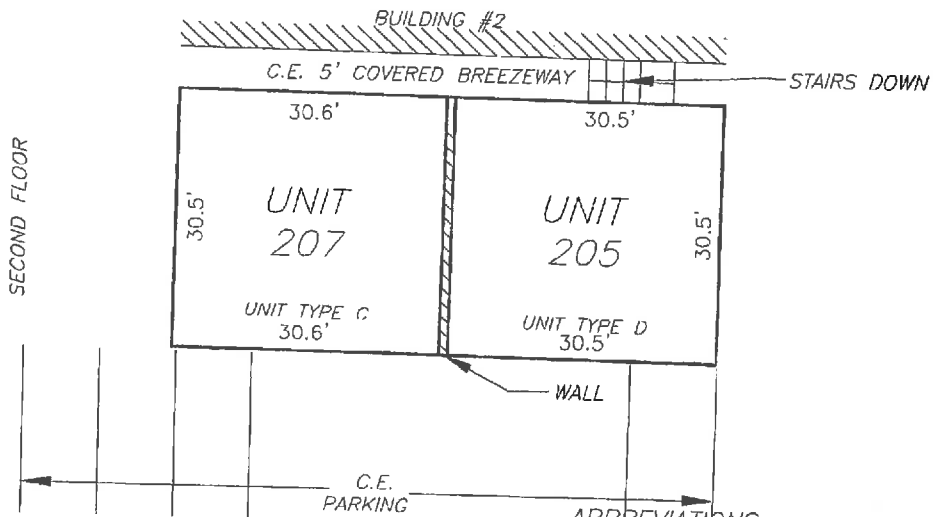
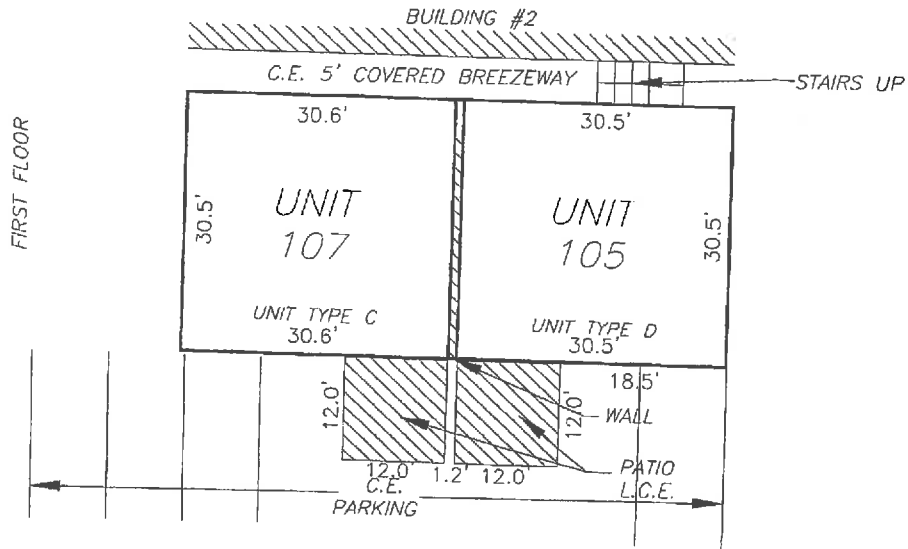
**RUDD**  
 MICHAEL RUDD & ASSOCIATES, LLC  
 SURVEYOR & MAPPER SINCE 1982  
 Commercial Land Title Surveying - Plotting

WWW.MICHAELTRUDD.COM  
 1210 BAHAMA DRIVE,  
 ORLANDO, FL 32806  
 PHONE: 407-342-0676  
 michael@michaeltrudd.com

BUILDING  
 #1

EL MAR, A CONDOMINIUM

BUILDING #2



ABBREVIATIONS

C.E. - COMMON ELEMENT  
 L.C.E. - LIMITED COMMON ELEMENT  
 SHEET 5 OF 33

SEE SHEET 13 OF 26 FOR UNIT 105, 205 FLOOR PLAN  
 SEE SHEET 14 OF 26 FOR UNIT 107, 207 FLOOR PLAN

CHECKED: MTR  
 DRAWN: MC  
 DATE: 1/20/2020  
 SCALE: 1"=20'  
 FOR:  
 BENCHMARK EL MAR  
 APARTMENTS, LLC

**RUDD**  
 MICHAEL RUDD & ASSOCIATES, LLC  
 SURVEYOR & MAPPER SINCE 1982  
 Commercial Land Title Surveying - Platting

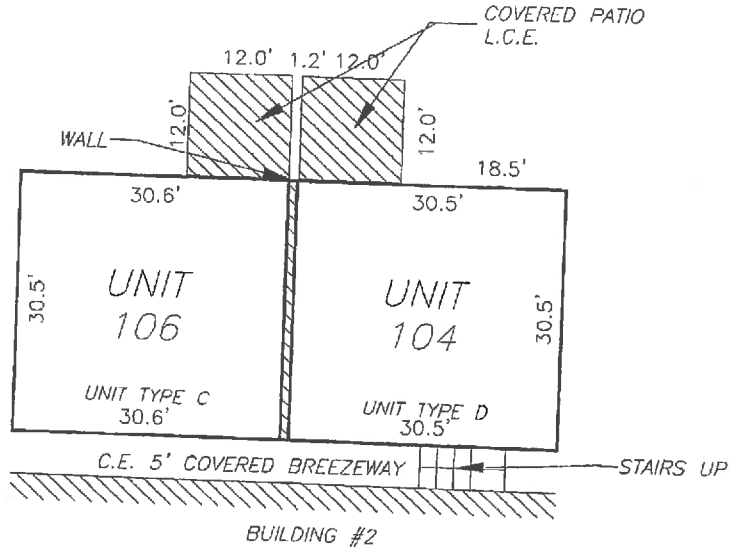
WWW.MICHAELTRUDD.COM  
 1210 BAHAMA DRIVE,  
 ORLANDO, FL 32806  
 PHONE: 407-342-0676  
 michael@michaeltrudd.com

BUILDING  
 #2

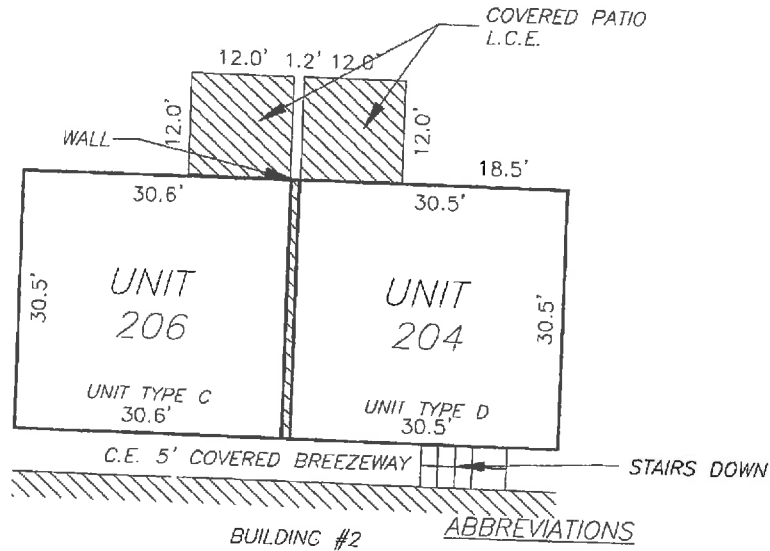
EL MAR, A CONDOMINIUM

BUILDING #2

FIRST FLOOR



SECOND FLOOR



ABBREVIATIONS

C.E. - COMMON ELEMENT  
 L.C.E. - LIMITED COMMON ELEMENT  
 SHEET 6 OF 33

SEE SHEET 13 OF 26 FOR UNIT 104, 204 FLOOR PLAN  
 SEE SHEET 14 OF 26 FOR UNIT 106, 206 FLOOR PLAN

CHECKED: MTR  
 DRAWN: MC  
 DATE: 1/20/2020  
 SCALE: 1"=20'  
 FOR:  
 BENCHMARK EL MAR  
 APARTMENTS, LLC



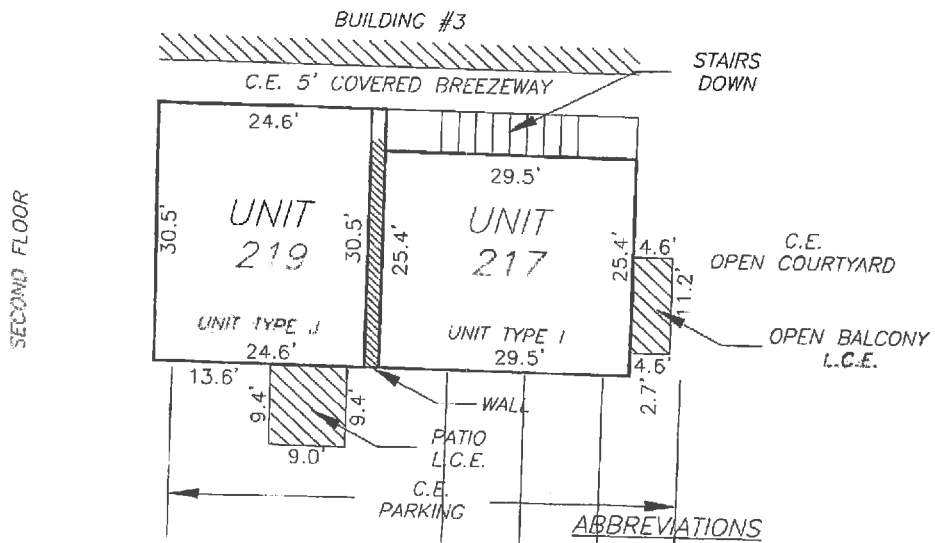
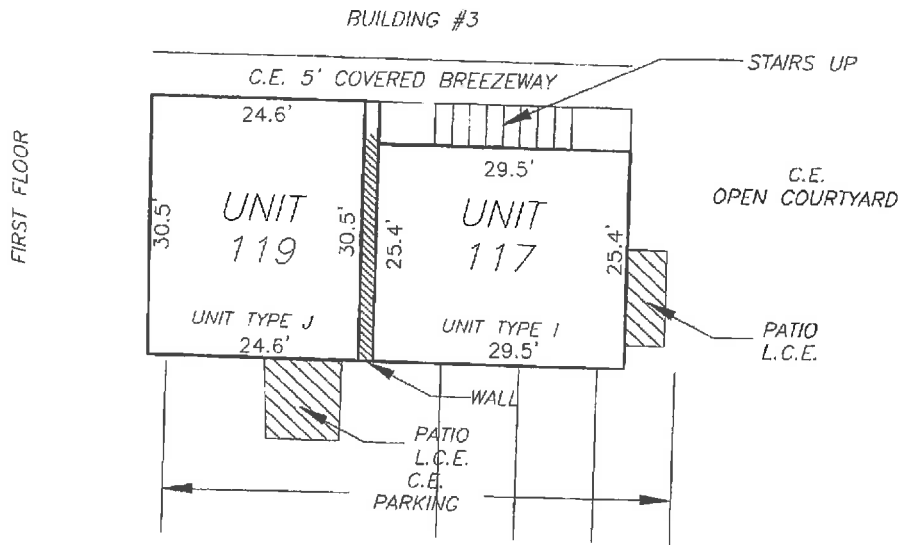
SURVEYOR & MAPPER SINCE 1982  
 Commercial Land Title Surveying - Platting

WWW.MICHAELTRUDD.COM  
 1210 BAHAMA DRIVE,  
 ORLANDO, FL 32806  
 PHONE: 407-342-0676  
 michael@michaeltrudd.com

BUILDING  
 #2

EL MAR, A CONDOMINIUM

BUILDING #3



ABBREVIATIONS

SEE SHEET 19 OF 26 FOR UNIT 117, 217 FLOOR PLAN  
 SEE SHEET 20 OF 26 FOR UNIT 119, 219 FLOOR PLAN

C.E. - COMMON ELEMENT  
 L.C.E. - LIMITED COMMON ELEMENT  
 SHEET 7 OF 33

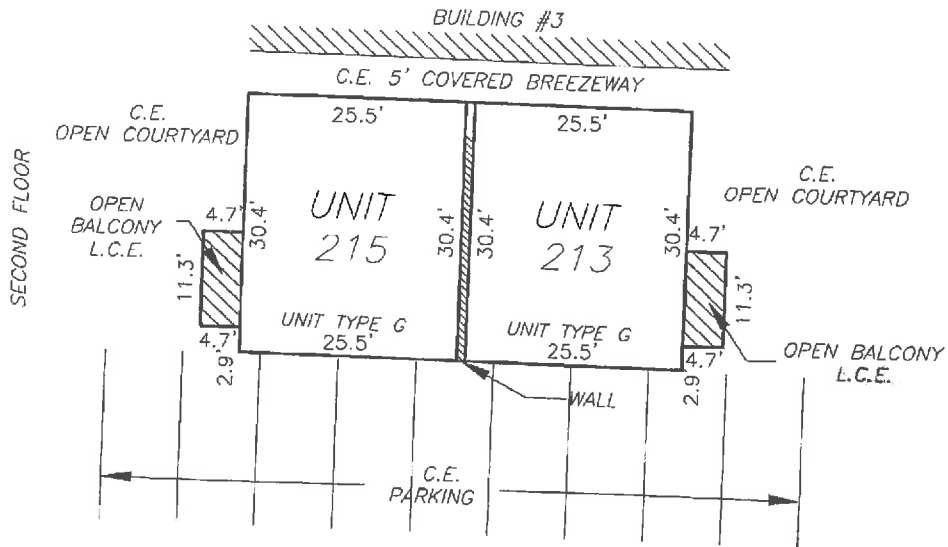
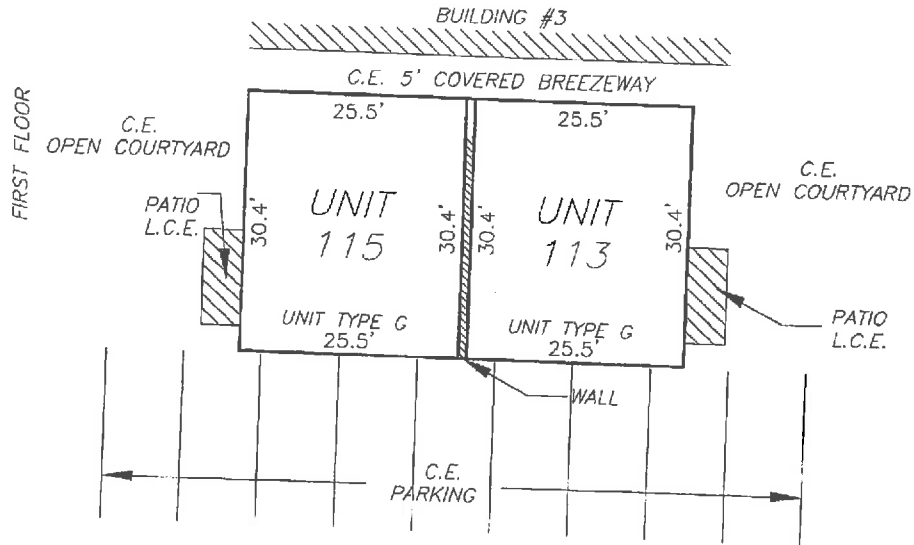
CHECKED: MTR  
 DRAWN: MC  
 DATE: 1/20/2020  
 SCALE: 1"=20'  
 FOR:  
 BENCHMARK EL MAR  
 APARTMENTS, LLC

**RUDD**  
 MICHAEL RUDD & ASSOCIATES, LLC  
 SURVEYOR & MAPPER SINCE 1982  
 Commercial Land Title Surveying - Platting

WWW.MICHAELTRUDD.COM  
 1210 BAHAMA DRIVE,  
 ORLANDO, FL 32806  
 PHONE: 407-342-0676  
 michael@michaeltrudd.com

BUILDING  
 #3

EL MAR, A CONDOMINIUM  
BUILDING #3



ABBREVIATIONS

C.E. - COMMON ELEMENT  
L.C.E. - LIMITED COMMON ELEMENT

SEE SHEET 17 OF 26 FOR UNIT 113, 115, 213, 215 FLOOR PLAN

SHEET 8 OF 33

CHECKED: MTR  
DRAWN: MC  
DATE: 1/20/2020  
SCALE: 1"=20'  
FOR:  
BENCHMARK EL MAR APARTMENTS, LLC



SURVEYOR & MAPPER SINCE 1982  
Commercial Land Title Surveying- Platting

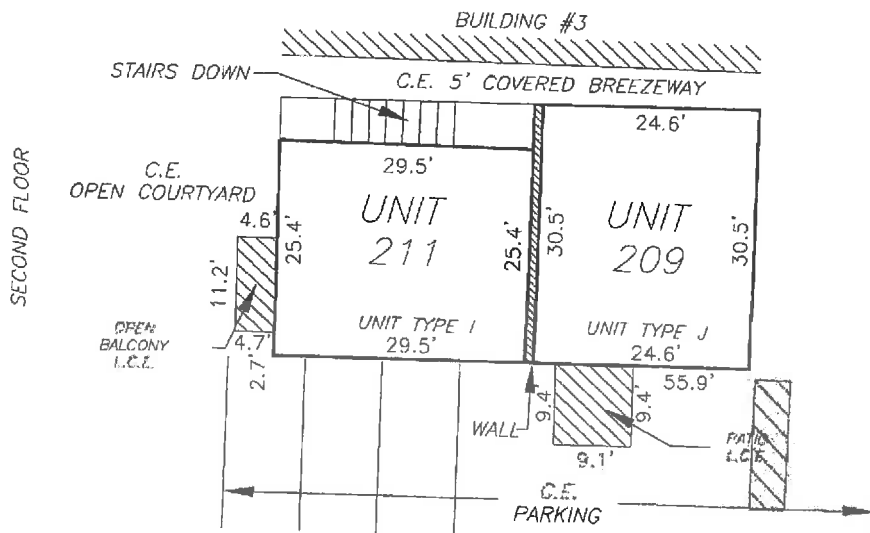
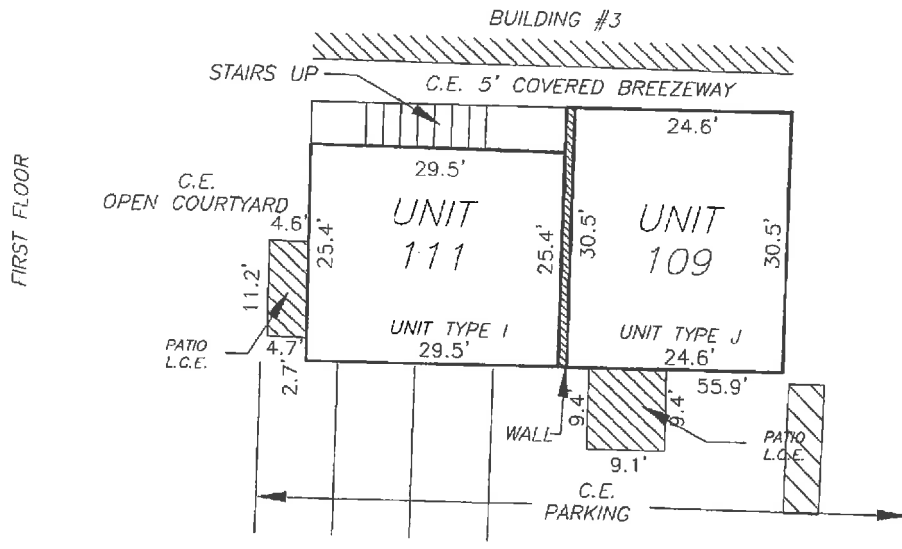
WWW.MICHAELTRUDD.COM  
1210 BAHAMA DRIVE,  
ORLANDO, FL 32806  
PHONE: 407-342-0676  
michael@michaeltrudd.com

BUILDING #3



EL MAR, A CONDOMINIUM

BUILDING #3



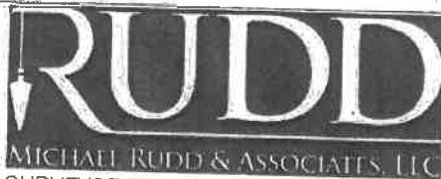
ABBREVIATIONS

C.E. - COMMON ELEMENT  
L.C.E. - LIMITED COMMON ELEMENT

SEE SHEET 19 OF 26 FOR UNIT 111, 211 FLOOR PLAN  
SEE SHEET 20 OF 26 FOR UNIT 109, 209 FLOOR PLAN

SHEET 9 OF 33

CHECKED: MTR  
DRAWN: MC  
DATE: 1/20/2020  
SCALE: 1"=20'  
FOR:  
BENCHMARK EL MAR  
APARTMENTS, LLC



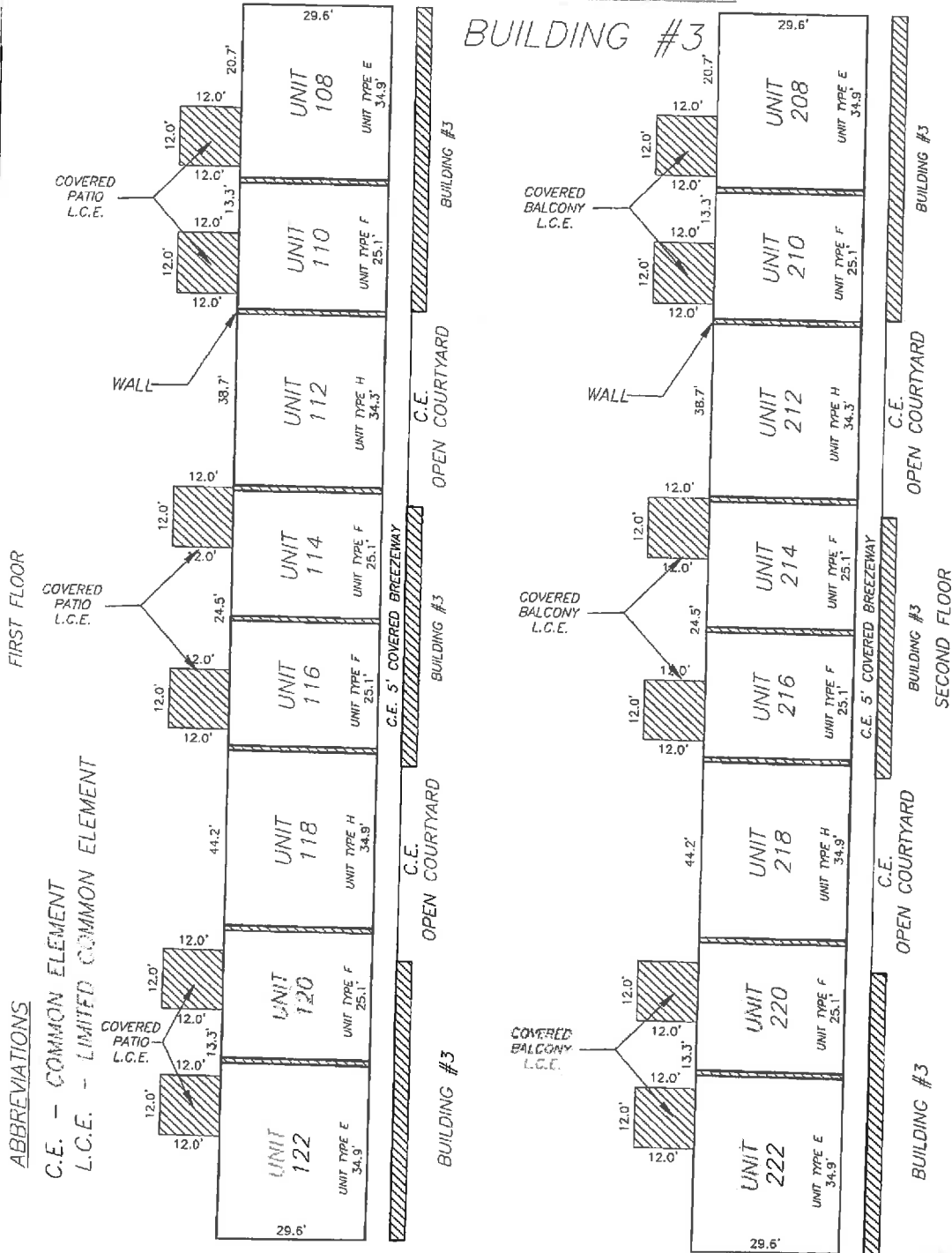
MICHAEL RUDD & ASSOCIATES, LLC  
SURVEYOR & MAPPER SINCE 1982  
Commercial Land Title Surveying- Plotting

WWW.MICHAELTRUDD.COM  
1210 BAHAMA DRIVE,  
ORLANDO, FL 32806  
PHONE: 407-342-0676  
michael@michaeltrudd.com

BUILDING  
#3

EL MAR, A CONDOMINIUM

BUILDING #3



SEE SHEET 15 OF 26 FOR UNIT 108, 122, 208, 222 FLOOR PLAN  
 SEE SHEET 16 OF 26 FOR UNIT 110, 114, 116, 120, 210, 214, 216, 220 FLOOR PLAN  
 SEE SHEET 18 OF 26 FOR UNIT 112, 118, 212, 218 FLOOR PLAN

SHEET 10 OF 33

CHECKED: MTR  
 DRAWN: MC  
 DATE: 1/20/2020  
 SCALE: 1"=30'  
 FOR:  
 BENCHMARK EL MAR  
 APARTMENTS, LLC

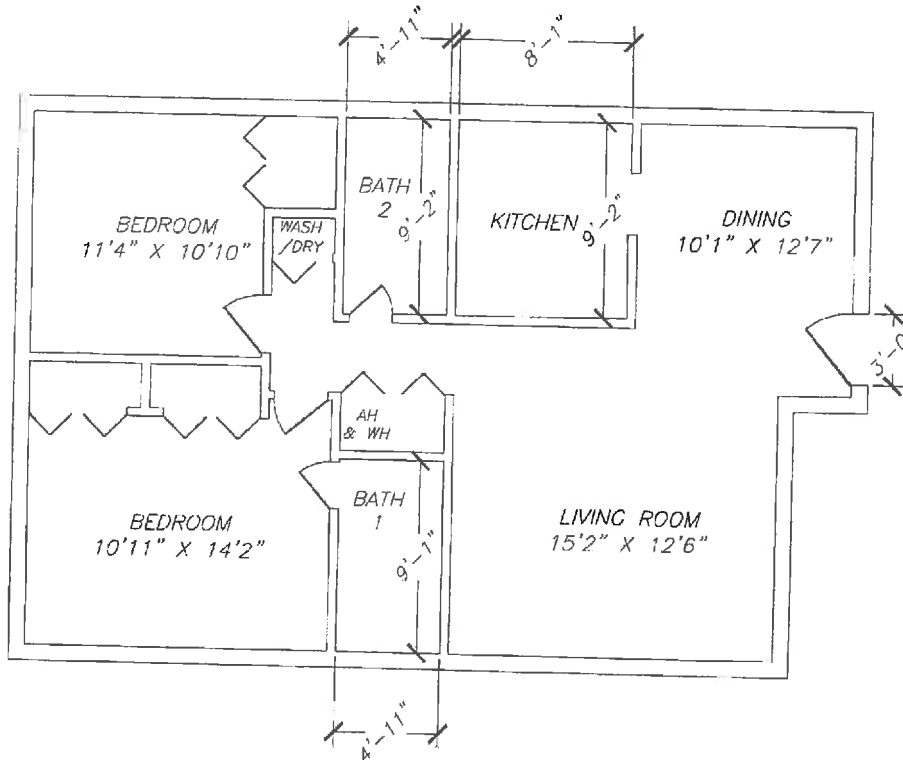
**RUDD**  
 MICHAEL RUDD & ASSOCIATES, LLC  
 SURVEYOR & MAPPER SINCE 1982  
 Commercial Land Title Surveying- Platting

WWW.MICHAELTRUDD.COM  
 1210 BAHAMA DRIVE,  
 ORLANDO, FL 32806  
 PHONE: 407-342-0678  
 michael@michaeltrudd.com

BUILDING  
 #3

EL MAR, A CONDOMINIUM

UNIT TYPE A (SEA CLASS)  
FLOOR PLAN  
SQ. FEET 923.03



SHEET 11 OF 33

CHECKED: MTP  
DRAWN: MC  
DATE: 1/20/2020  
SCALE: 1/8"=1'  
FOR:  
BENCHMARK EL MAR  
APARTMENTS, LLC

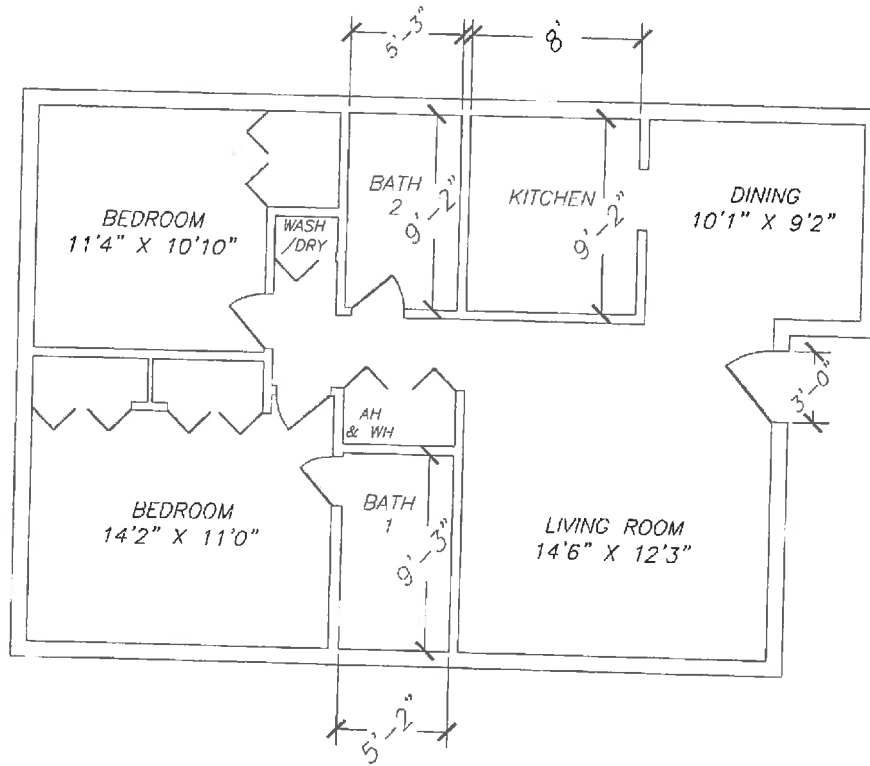
**RUDD**  
MICHAEL RUDD & ASSOCIATES, LLC  
SURVEYOR & MAPPER SINCE 1982  
Commercial Land Title Surveying - Plotting

WWW.MICHAELTRUDD.COM  
1210 BAHAMA DRIVE,  
ORLANDO, FL 32806  
PHONE: 407-342-0676  
michael@michaeltrudd.com

UNIT TYPE A  
UNIT NUMBERS  
101, 201

EL MAR, A CONDOMINIUM

UNIT TYPE B (COQUINA)  
 FLOOR PLAN  
 SQ. FEET 912.75



SHEET 12 OF 33

CHECKED: MTR  
 DRAWN: MC  
 DATE: 1/20/2020  
 SCALE: 1/8"=1'  
 FOR:  
 BENCHMARK EL MAR  
 APARTMENTS, LLC

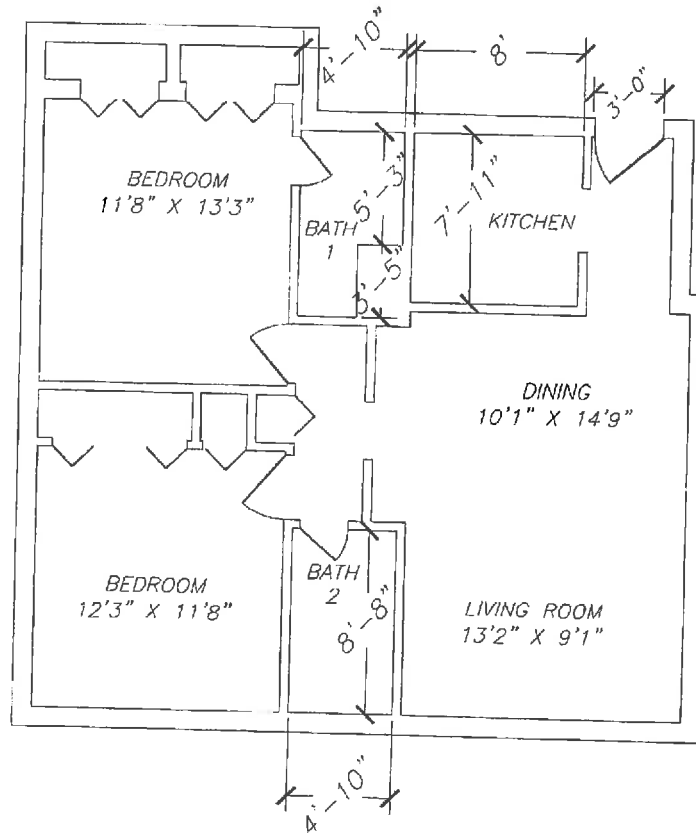
**RUDD**  
 MICHAEL RUDD & ASSOCIATES, LLC  
 SURVEYOR & MAPPER SINCE 1982  
 Commercial Land Title Surveying - Platting

WWW.MICHAELTRUDD.COM  
 1210 BAHAMA DRIVE,  
 ORLANDO, FL 32806  
 PHONE: 407-342-0876  
 michael@michaeltrudd.com

UNIT TYPE B  
 UNIT NUMBERS  
 102, 103,  
 202, 203

EL MAR, A CONDOMINIUM

UNIT TYPE C (STARFISH)  
FLOOR PLAN  
SQ. FEET 871.96



SHEET 13 OF 33

CHECKED: MTR  
DRAWN: MC  
DATE: 1/20/2020  
SCALE: 1/8"=1'  
FOR:  
BENCHMARK EL MAR  
APARTMENTS, LLC

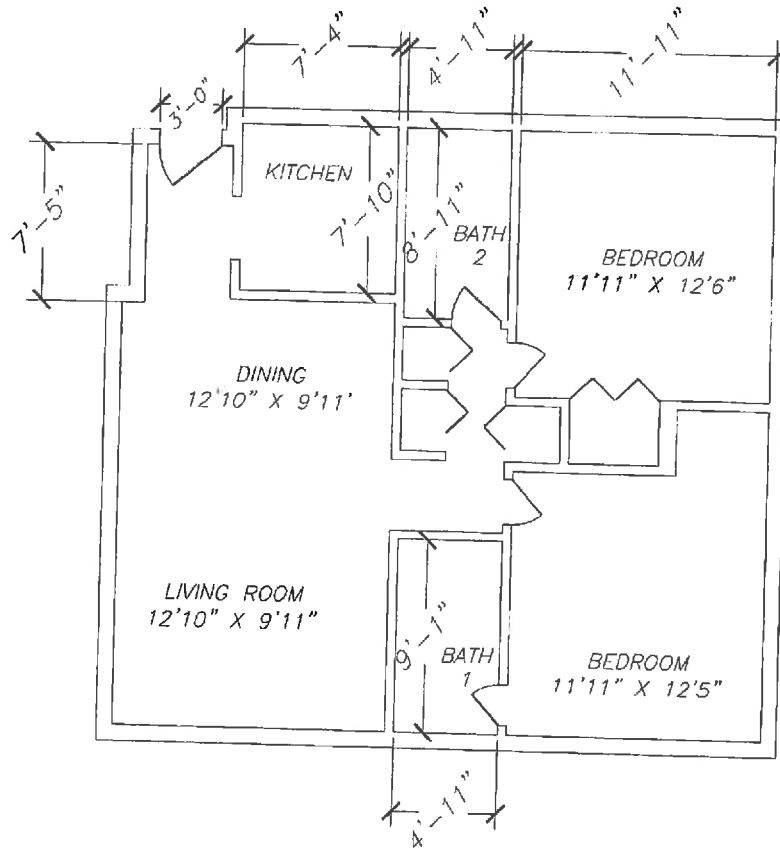
**RUDD**  
MICHAEL RUDD & ASSOCIATES, LLC  
SURVEYOR & MAPPER SINCE 1982  
Commercial Land Title Surveying- Platting

WWW.MICHAELTRUDD.COM  
1210 BAHAMA DRIVE,  
ORLANDO, FL 32806  
PHONE: 407-342-0876  
michael@michaeltrudd.com

UNIT TYPE C  
UNIT NUMBERS  
104, 105,  
204, 205

EL MAR, A CONDOMINIUM

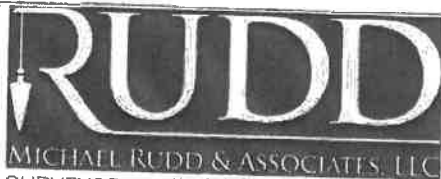
UNIT D TYPE (SAND DOLLAR)  
FLOOR PLAN  
SQ. FEET 852.72



SHEET 14 OF 33

CHECKED: MTR  
DRAWN: MC  
DATE: 1/20/2020  
SCALE: 1/8"=1'

FOR:  
BENCHMARK EL MAR  
APARTMENTS, LLC



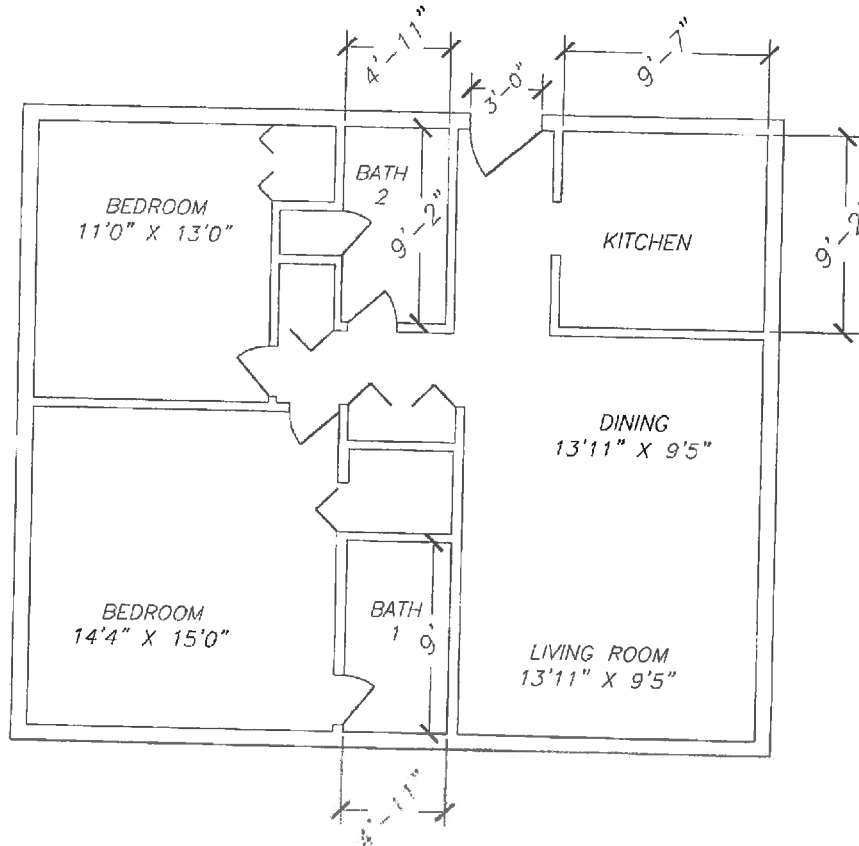
MICHAEL RUDD & ASSOCIATES, LLC  
SURVEYOR & MAPPER SINCE 1982  
Commercial Land Title Surveying - Platting.

WWW.MICHAELTRUDD.COM  
1210 BAHAMA DRIVE,  
ORLANDO, FL 32806  
PHONE: 407-342-0676  
michael@michaeltrudd.com

UNIT TYPE D  
UNIT NUMBERS  
106, 107,  
206, 207

EL MAR, A CONDOMINIUM

UNIT TYPE E (CONCH)  
FLOOR PLAN  
SQ. FEET 970.90



SHEET 15 OF 33

CHECKED: MTR  
DRAWN: MC  
DATE: 1/20/2020  
SCALE: 1/8"=1'  
FOR:  
BENCHMARK EL MAR  
APARTMENTS, LLC

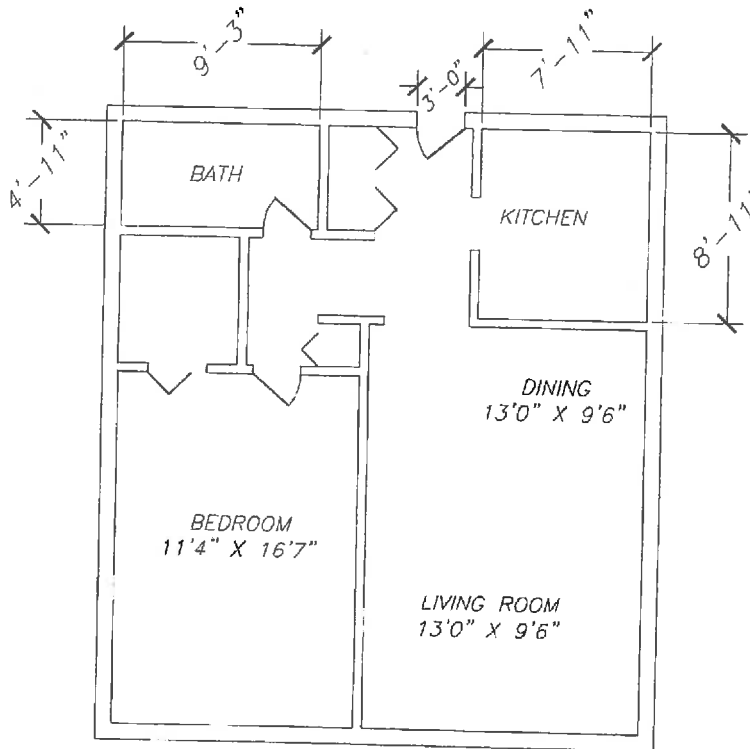
**RUDD**  
MICHAEL RUDD & ASSOCIATES, LLC  
SURVEYOR & MAPPER SINCE 1982  
Commercial Land Title Surveying- Platting

WWW.MICHAELTRUDD.COM  
1210 BAHAMA DRIVE,  
ORLANDO, FL 32806  
PHONE: 407-342-0676  
michael@michaeltrudd.com

UNIT TYPE E  
UNIT NUMBERS  
108, 122,  
208, 222

EL MAR, A CONDOMINIUM

UNIT TYPE F (CLAM)  
FLOOR PLAN  
SQ. FEET 701.25



SHEET 16 OF 33

CHECKED: MTR  
DRAWN: MC  
DATE: 1/20/2020  
SCALE: 1/8"=1'  
FOR:  
BENCHMARK EL MAR  
APARTMENTS, LLC



SURVEYOR & MAPPER SINCE 1982  
Commercial Land Title Surveying- Platting

WWW.MICHAELTRUDD.COM  
1210 BAHAMA DRIVE,  
ORLANDO, FL 32806  
PHONE: 407-342-0678  
michael@michaeltrudd.com

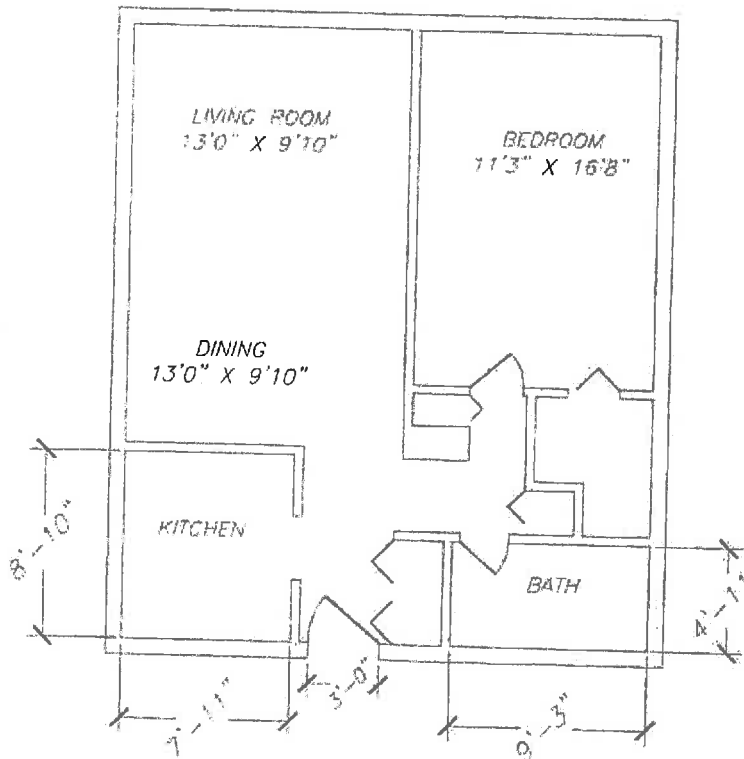
UNIT TYPE F  
UNIT NUMBERS

110, 114,  
116, 120,  
210, 214,  
216, 220



EL MAR, A CONDOMINIUM

UNIT TYPE G (SCALLOP)  
FLOOR PLAN  
SQ. FEET 713.27



SHEET 17 OF 33

CHECKED: MTR  
DRAWN: MC  
DATE: 1/20/2020  
SCALE: 1/8" = 1'  
FOR:  
BENCHMARK EL MAR  
APARTMENTS, LLC

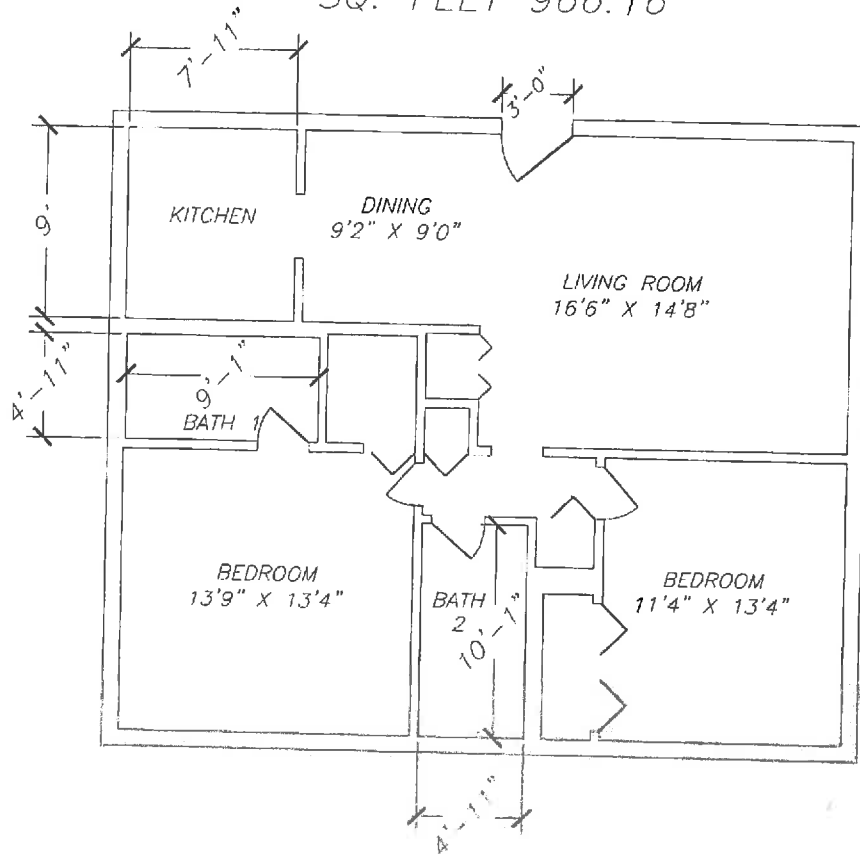
**RUDD**  
MICHAEL RUDD & ASSOCIATES, LLC  
SURVEYOR & MAPPER SINCE 1982  
Commercial Land Title Surveying - Platting

WWW.MICHAELTRUDD.COM  
1210 BAHAMA DRIVE  
ORLANDO, FL 32806  
PHONE: 407-342-0676  
michael@michaeltrudd.com

UNIT TYPE G  
UNIT NUMBERS  
113, 115,  
213, 215

EL MAR, A CONDOMINIUM

UNIT TYPE H (KINGS CROWN)  
FLOOR PLAN  
SQ. FEET 966.16



SHEET 18 OF 33

CHECKED: MTR  
DRAWN: MC  
DATE: 1/20/2020  
SCALE: 1/8"=1'  
FOR:  
BENCHMARK EL MAR  
APARTMENTS, LLC

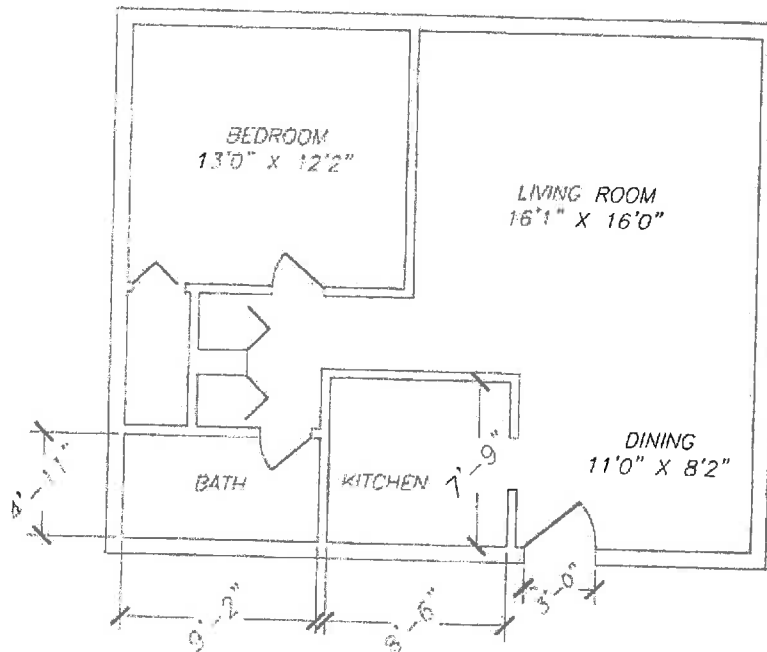
**RUDD**  
MICHAEL RUDD & ASSOCIATES, LLC  
SURVEYOR & MAPPER SINCE 1982  
Commercial Land Title Surveying- Platting

WWW.MICHAELTRUDD.COM  
1210 BAHAMA DRIVE,  
ORLANDO, FL 32806  
PHONE: 407-342-0676  
michael@michaeltrudd.com

UNIT TYPE H  
UNIT NUMBERS  
112, 118,  
212, 218

EL MAR, A CONDOMINIUM

UNIT TYPE I (OYSTER)  
FLOOR PLAN  
SQ. FEET 712.91



SHEET 19 OF 33

CHECKED: MTR  
DRAWN: MC  
DATE: 1/20/2020  
SCALE: 1/8"=1'  
FOR:  
BENCHMARK EL MAR  
APARTMENTS, LLC

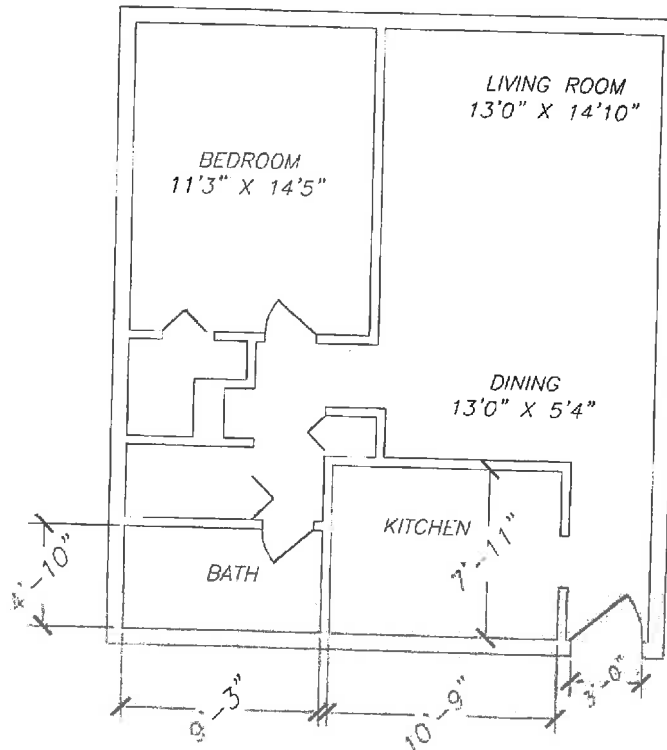
**RUDD**  
MICHAEL RUDD & ASSOCIATES, LLC  
SURVEYOR & MAPPER SINCE 1982  
Commercial Land Title Surveying- Plotting

WWW.MICHAELTRUDD.COM  
1210 BAHAMA DRIVE,  
ORLANDO, FL 32806  
PHONE: 407-342-0676  
michael@michaeltrudd.com

UNIT TYPE I  
UNIT NUMBERS  
111, 117,  
211, 217

EL MAR, A CONDOMINIUM

UNIT TYPE J (KITTENS PAW)  
FLOOR PLAN  
SQ. FEET 703.00



SHEET 20 OF 33

CHECKED: MTR  
DRAWN: MC  
DATE: 1/20/2020  
SCALE: 1/8"=1'  
FOR:  
BENCHMARK EL MAR  
APARTMENTS, LLC

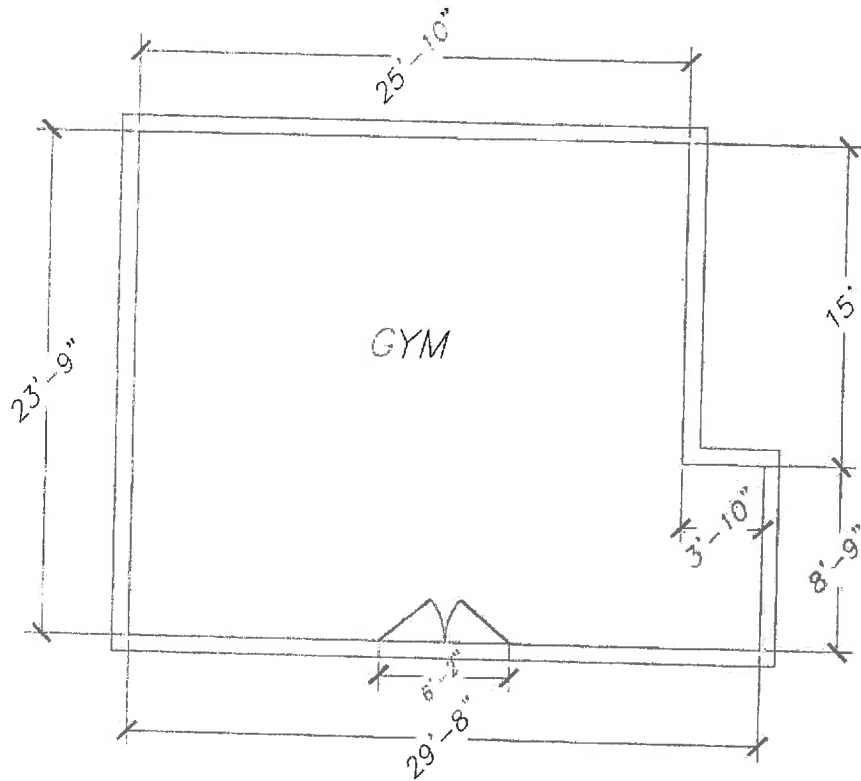
**RUDD**  
MICHAEL RUDD & ASSOCIATES, LLC  
SURVEYOR & MAPPER SINCE 1982  
Commercial Land Title Surveying- Platting

WWW.MICHAELTRUDD.COM  
1210 BAHAMA DRIVE,  
ORLANDO, FL 32806  
PHONE: 407-342-0676  
michael@michaeltrudd.com

UNIT TYPE J  
UNIT NUMBERS  
109, 119,  
209, 219

EL MAR, A CONDOMINIUM

RECREATION CENTER  
FLOOR PLAN  
SQ. FEET 646.96



SHEET 21 OF 33

CHECKED: MTR  
DRAWN: MC  
DATE: 1/20/2020  
SCALE: 1/8"=1'  
FOR:  
BENCHMARK EL MAR  
APARTMENTS, LLC



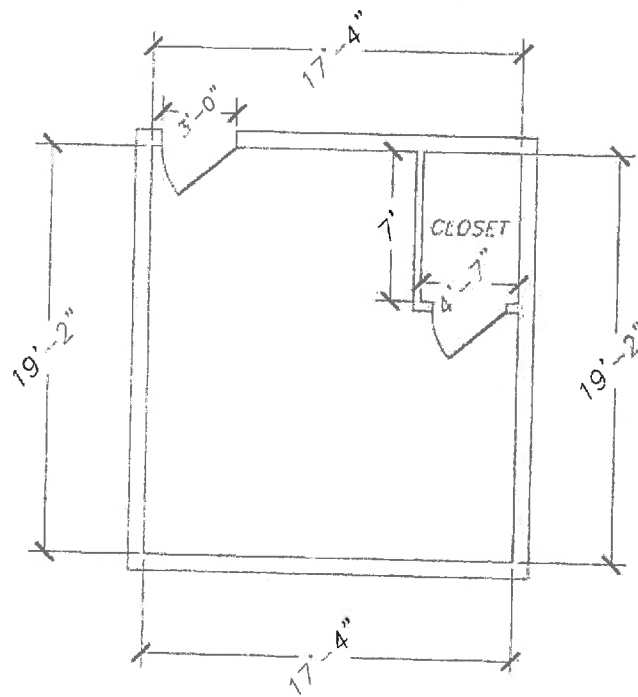
SURVEYOR & MAPPER SINCE 1982  
Commercial Land Title Surveying - Plotting

WWW.MICHAELTRUDD.COM  
1210 BAHAMA DRIVE,  
ORLANDO, FL 32806  
PHONE: 407-342-0676  
michael@michaeltrudd.com

RECREATION  
CENTER

EL MAR, A CONDOMINIUM

OFFICE  
FLOOR PLAN  
SQ. FEET 332.22



SHEET 22 OF 33

CHECKED: MTR  
DRAWN: MC  
DATE: 1/20/2020  
SCALE: 1/8"=1'  
FOR:  
BENCHMARK EL MAR  
APARTMENTS, LLC

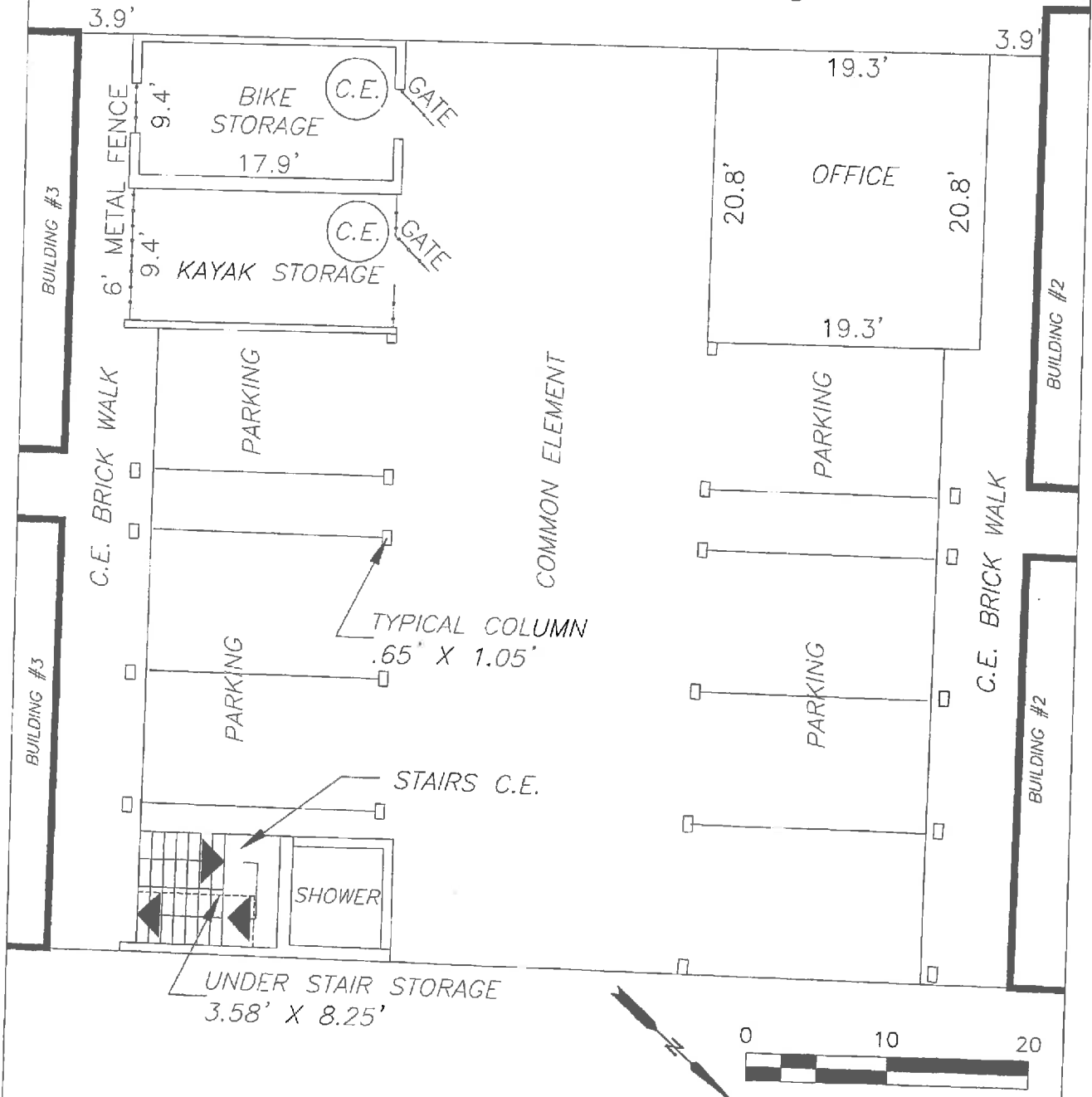
**RUDD**  
MICHAEL RUDD & ASSOCIATES, LLC  
SURVEYOR & MAPPER SINCE 1982  
Commercial Land Title Surveying- Platting

WWW.MICHAELTRUDD.COM  
1210 BAHAMA DRIVE,  
ORLANDO, FL 32806  
PHONE: 407-342-0676  
michael@michaeltrudd.com

1ST FLOOR  
OFFICE

EL MAR, A CONDOMINIUM

FIRST FLOOR PARKING

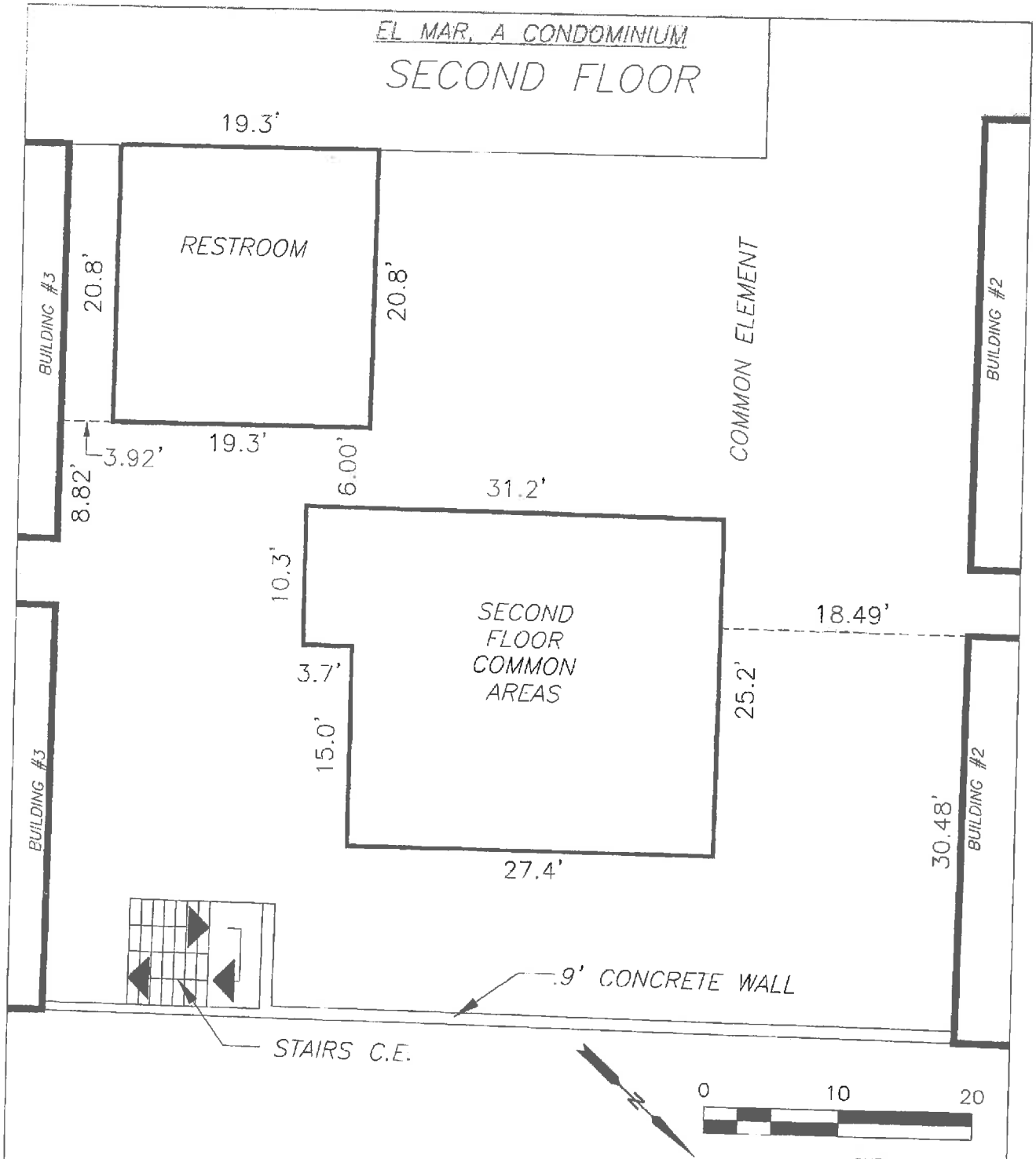


CHECKED: MTR  
 DRAWN: MC  
 DATE: 1/20/2020  
 SCALE: 1"=10'  
 FOR:  
 BENCHMARK EL MAR  
 APARTMENTS, LLC

**RUDD**  
 MICHAEL RUDD & ASSOCIATES, LLC  
 SURVEYOR & MAPPER SINCE 1982  
 Commercial Land Title Surveying - Platting

WWW.MICHAELTRUDD.COM  
 1210 BAHAMA DRIVE,  
 ORLANDO, FL 32806  
 PHONE: 407-342-0676  
 michael@michaeltrudd.com

1ST FLOOR  
 PARKING



EL MAR, A CONDOMINIUM  
SECOND FLOOR

CHECKED: MTR  
DRAWN: MC  
DATE: 1/20/2020  
SCALE: 1"=10'  
FOR:  
BENCHMARK EL MAR  
APARTMENTS, LLC

**RUDD**  
MICHAEL RUDD & ASSOCIATES, LLC  
SURVEYOR & MAPPER SINCE 1982  
Commercial Land Title Surveying- Platting

WWW.MICHAELTRUDD.COM  
1210 BAHAMA DRIVE,  
ORLANDO, FL 32806  
PHONE: 407-342-0676  
michael@michaeltrudd.com

2ND FLOOR  
COMMON  
AREA

EXHIBIT B-24



EL MAR, A CONDOMINIUM

| BUILDING | UNIT | SQUARE FOOTAGE |
|----------|------|----------------|
| 1        | 101  | 923.03         |
| 1        | 102  | 912.75         |
| 1        | 103  | 912.75         |
| 1        | 201  | 923.03         |
| 1        | 202  | 912.75         |
| 1        | 203  | 912.75         |
| 2        | 104  | 871.96         |
| 2        | 106  | 852.72         |
| 2        | 204  | 871.96         |
| 2        | 206  | 852.72         |
| 2        | 105  | 871.96         |
| 2        | 107  | 852.72         |
| 2        | 205  | 871.96         |
| 2        | 207  | 852.72         |
| 3        | 117  | 712.91         |
| 3        | 119  | 703.00         |
| 3        | 217  | 712.91         |
| 3        | 219  | 703.00         |
| 3        | 113  | 713.27         |
| 3        | 115  | 713.27         |
| 3        | 213  | 713.27         |
| 3        | 215  | 713.27         |
| 3        | 109  | 703.00         |
| 3        | 111  | 712.91         |
| 3        | 209  | 703.00         |
| 3        | 211  | 712.91         |
| 3        | 108  | 970.90         |
| 3        | 110  | 701.25         |
| 3        | 112  | 966.16         |
| 3        | 114  | 701.25         |
| 3        | 116  | 701.25         |
| 3        | 118  | 966.16         |
| 3        | 120  | 701.25         |
| 3        | 122  | 970.90         |
| 3        | 208  | 970.90         |
| 3        | 210  | 701.25         |
| 3        | 212  | 966.16         |
| 3        | 214  | 701.25         |
| 3        | 216  | 701.25         |
| 3        | 218  | 966.16         |
| 3        | 220  | 701.25         |
| 3        | 222  | 970.90         |

CHECKED: MTR  
 DRAWN: MC  
 DATE: 1/20/2020  
 SCALE: 3/16"=1'  
 FOR:  
 BENCHMARK EL MAR  
 APARTMENTS, LLC

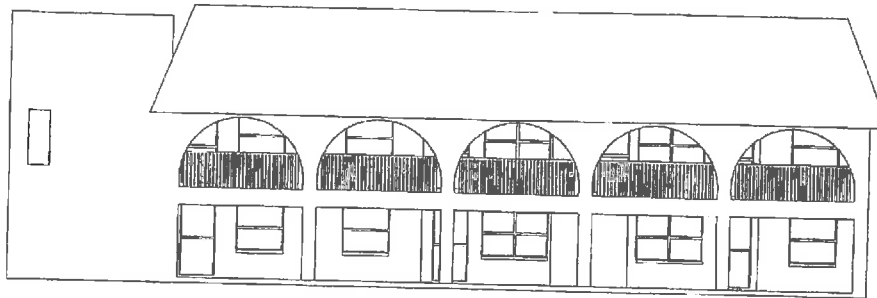


**RUDD**  
 MICHAEL RUDD & ASSOCIATES, LLC  
 SURVEYOR & MAPPER SINCE 1982  
 Commercial Land Title Surveying- Platting

WWW.MICHAELTRUDD.COM  
 1210 BAHAMA DRIVE,  
 ORLANDO, FL 32806  
 PHONE: 407-342-0676  
 michael@michaeltrudd.com

UNIT  
 SQUARE  
 FOOTAGE  
 SUMMARY

EL MAR, A CONDOMINIUM  
RESIDENCE BUILDING #1



ROOF  
 ELEV. 32.95' ↕

2ND FLOOR  
 FINISHED FLOOR  
 ELEV. 15.25' ↕

1ST FLOOR  
 FINISHED FLOOR  
 ELEV. 7.63' ↕

SHEET 26 OF 33

CHECKED: MTR  
 DRAWN: MC  
 DATE: 1/20/2020  
 SCALE: 3/4"=1'  
 FOR:  
 BENCHMARK EL MAR  
 APARTMENTS, LLC

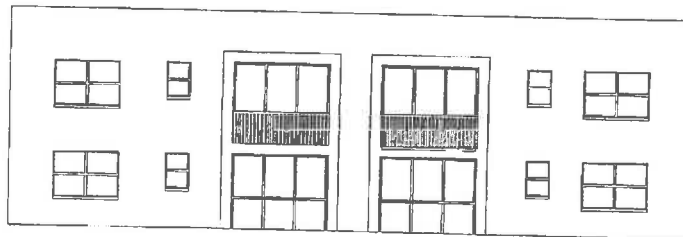


MICHAEL RUDD & ASSOCIATES, LLC  
 SURVEYOR & MAPPER SINCE 1982  
 Commercial Land Title Surveying-- Platting.

WWW.MICHAELTRUDD.COM  
 1210 BAHAMA DRIVE,  
 ORLANDO, FL 32806  
 PHONE: 407-342-0676  
 michael@michaeltrudd.com

RESIDENCE 1  
 ELEVATION

EL MAR, A CONDOMINIUM  
 RESIDENCE BUILDING #2



EAST SIDE

ROOF  
 ELEV. 27.00' →

2ND FLOOR  
 FINISHED FLOOR  
 ELEV. 15.37' →

1ST FLOOR  
 FINISHED FLOOR  
 ELEV. 3.74' →

SHEET 27 OF 33

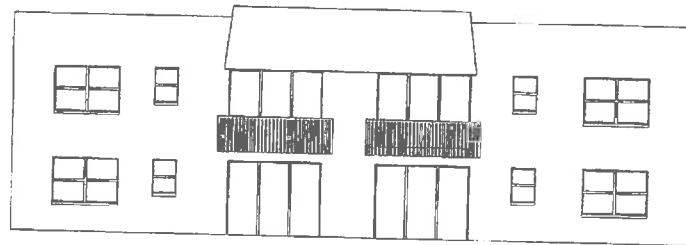
CHECKED: MTR  
 DRAWN: MC  
 DATE: 1/20/2020  
 SCALE: 3/4"=1'  
 FOR:  
 BENCHMARK EL MAR  
 APARTMENTS, LLC

**RUDD**  
 MICHAEL RUDD & ASSOCIATES, LLC  
 SURVEYOR & MAPPER SINCE 1982  
 Commercial Land Title Surveying - Platting


WWW.MICHAELTRUDD.COM  
 1210 BAHAMA DRIVE,  
 ORLANDO, FL 32806  
 PHONE: 407-342-0676  
 michael@michaeltrudd.com

RESIDENCE 2  
 ELEVATION

EL MAR, A CONDOMINIUM  
RESIDENCE BUILDING #2



WEST SIDE

ROOF  
 ELEV. 26.82' 

2ND FLOOR  
 FINISHED FLOOR  
 ELEV. 15.19' 

1ST FLOOR  
 FINISHED FLOOR  
 ELEV. 3.56' 

SHEET 28 OF 33

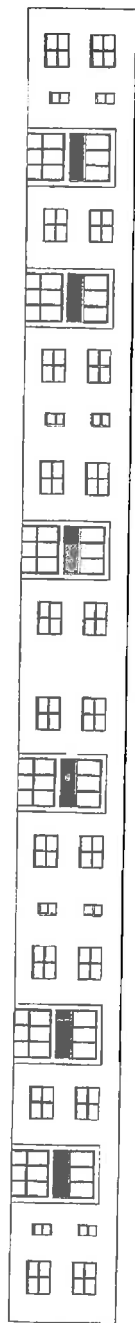
CHECKED: MTF  
 DRAWN: MC  
 DATE: 1/20/2020  
 SCALE: 3/4"=1'  
 FOR:  
 BENCHMARK EL MAR  
 APARTMENTS, LLC

**RUDD**  
 MICHAEL RUDD & ASSOCIATES, LLC  
 SURVEYOR & MAPPER SINCE 1982  
 Commercial Land Title Surveying - Platting

WWW.MICHAELTRUDD.COM  
 1210 BAHAMA DRIVE,  
 ORLANDO, FL 32806  
 PHONE: 407-342-0676  
 michael@michaeltrudd.com

RESIDENCE 2  
 ELEVATION

EL MAR, A CONDOMINIUM  
RESIDENCE BUILDING #3



ROOF  
ELEV. 26.89'  
2ND FLOOR  
FINISHED FLOOR  
ELEV. 15.13'  
1ST FLOOR  
FINISHED FLOOR  
ELEV. 3.41'

SHEET 29 OF 33

CHECKED: MTR  
DRAWN: MC  
DATE: 1/20/2020  
SCALE: 3/8"=1'  
FOR:  
BENCHMARK EL MAR  
APARTMENTS, LLC


**RUDD**  
MICHAEL RUDD & ASSOCIATES, LLC  
SURVEYOR & MAPPER SINCE 1982  
Commercial Land Title Surveying - Platting


WWW.MICHAELTRUDD.COM  
1210 BAHAMA DRIVE,  
ORLANDO, FL 32806  
PHONE: 407-342-0676  
michael@michaeltrudd.com

RESIDENCE 3  
ELEVATION

EL MAR, A CONDOMINIUM  
RESIDENCE BUILDING #3



ROOF  
 ELEV. 26.71' 

2ND FLOOR  
 FINISHED FLOOR  
 ELEV. 14.97' 

1ST FLOOR  
 FINISHED FLOOR  
 ELEV. 3.23' 

SHEET 30 OF 33

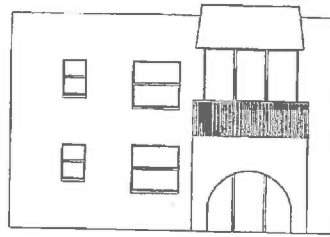
CHECKED: MTR  
 DRAWN: MC  
 DATE: 1/20/2020  
 SCALE: 3/4"=1'  
 FOR:  
 BENCHMARK EL MAR  
 APARTMENTS, LLC


**RUDD**  
 MICHAEL RUDD & ASSOCIATES, LLC  
 SURVEYOR & MAPPER SINCE 1982  
 Commercial Land Title Surveying - Platting

WWW.MICHAELTRUDD.COM  
 1210 BAHAMA DRIVE,  
 ORLANDO, FL 32808  
 PHONE: 407-342-0676  
 michael@michaeltrudd.com

RESIDENCE 3  
 ELEVATION

EL MAR, A CONDOMINIUM  
RESIDENCE BUILDING #3



ROOF  
 ELEV. 26.72' 

2ND FLOOR  
 FINISHED FLOOR  
 ELEV. 14.98' 

1ST FLOOR  
 FINISHED FLOOR  
 ELEV. 3.24' 

SHEET 31 OF 33

CHECKED: MTR  
 DRAWN: MC  
 DATE: 1/20/2020  
 SCALE: 3/4"=1'  
 FOR:  
 BENCHMARK EL MAR  
 APARTMENTS, LLC

**RUDD**  
 MICHAEL RUDD & ASSOCIATES, LLC  
 SURVEYOR & MAPPER SINCE 1982  
 Commercial Land Title Surveying- Platting

WWW.MICHAELTRUDD.COM  
 1210 BAHAMA DRIVE,  
 ORLANDO, FL 32806  
 PHONE: 407-342-0676  
 michael@michaeltrudd.com

RESIDENCE 3  
 ELEVATION

EL MAR, A CONDOMINIUM  
RESIDENCE BUILDING #3



EAST SIDE

ROOF  
 ELEV. 26.69'  $\blacklozenge$

2ND FLOOR  
 FINISHED FLOOR  
 ELEV. 14.95'  $\blacklozenge$

1ST FLOOR  
 FINISHED FLOOR  
 ELEV. 3.21'  $\blacklozenge$

SHEET 32 OF 33

CHECKED: MTR  
 DRAWN: MC  
 DATE: 1/20/2020  
 SCALE: 3/4"=1'  
 FOR:  
 BENCHMARK EL MAR  
 APARTMENTS, LLC

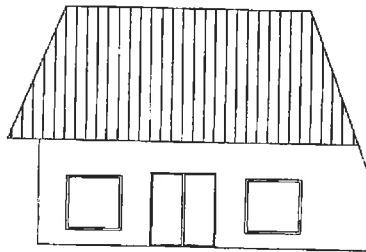
**RUDD**  
 MICHAEL RUDD & ASSOCIATES, LLC  
 SURVEYOR & MAPPER SINCE 1982  
 Commercial Land Title Surveying - Plotting


WWW.MICHAELTRUDD.COM  
 1210 BAHAMA DRIVE,  
 ORLANDO, FL 32806  
 PHONE: 407-342-0876  
 michael@michaeltrudd.com

RESIDENCE 3  
 ELEVATION



EL MAR, A CONDOMINIUM  
RECREATION CENTER



ROOF  
ELEV. 37.47' 

1ST FLOOR  
FINISHED FLOOR  
ELEV. 15.30' 

SHEET 33 OF 33

CHECKED: MTR  
DRAWN: MC  
DATE: 1/20/2020  
SCALE: 3/4"=1'  
FDP:  
BENCHMARK EL MAR  
APARTMENTS, LLC

**RUDD**  
MICHAEL RUDD & ASSOCIATES, LLC  
SURVEYOR & MAPPER SINCE 1982  
Commercial Land Title Surveying— Plotting

WWW.MICHAELTRUDD.COM  
1210 BAHAMA DRIVE,  
ORLANDO, FL 32806  
PHONE: 407-342-0676  
michael@michaelrudd.com

RECREATION  
CENTER  
ELEVATION

**EXHIBIT C  
TO  
DECLARATION OF CONDOMINIUM  
OF  
EL MAR, A CONDOMINIUM**

**PROPORTIONAL OWNERSHIP SCHEDULE**

EL MAR, A CONDOMINIUM

PROPORTIONAL OWNERSHIP SCHEDULE

PERCENTAGE OF UNDIVIDED INTEREST IN  
THE COMMON ELEMENTS AND COMMON SURPLUS  
AND UNDIVIDED SHARE OF COMMON EXPENSES

| <u>Unit<br/>Number</u>       | <u>Unit<br/>Type</u> | <u>Square<br/>Feet</u> | <u>Ownership<br/>Percentage</u> |
|------------------------------|----------------------|------------------------|---------------------------------|
| <b><u>Building One</u></b>   |                      |                        |                                 |
| 101                          | A                    | 923.03                 | 2.6933                          |
| 102                          | B                    | 912.75                 | 2.6634                          |
| 103                          | B                    | 912.75                 | 2.6634                          |
| 201                          | A                    | 923.03                 | 2.6933                          |
| 202                          | B                    | 912.75                 | 2.6634                          |
| 203                          | B                    | 912.75                 | 2.6634                          |
| <b><u>Building Two</u></b>   |                      |                        |                                 |
| 104                          | C                    | 871.96                 | 2.5443                          |
| 105                          | C                    | 871.96                 | 2.5443                          |
| 204                          | C                    | 871.96                 | 2.5443                          |
| 205                          | C                    | 871.96                 | 2.5443                          |
| 106                          | D                    | 852.72                 | 2.4882                          |
| 107                          | D                    | 852.72                 | 2.4882                          |
| 206                          | D                    | 852.72                 | 2.4882                          |
| 207                          | D                    | 852.72                 | 2.4882                          |
| <b><u>Building Three</u></b> |                      |                        |                                 |
| 117                          | I                    | 712.91                 | 2.0802                          |
| 119                          | J                    | 703.00                 | 2.0513                          |
| 217                          | I                    | 712.91                 | 2.0802                          |
| 219                          | J                    | 703.00                 | 2.0513                          |
| 113                          | G                    | 713.27                 | 2.0813                          |
| 115                          | G                    | 713.27                 | 2.0813                          |
| 213                          | G                    | 713.27                 | 2.0813                          |
| 215                          | G                    | 713.27                 | 2.0813                          |
| 109                          | J                    | 703.00                 | 2.0513                          |

**PROPORTIONAL OWNERSHIP SCHEDULE (Continued)**

| <u>Unit Number</u> | <u>Unit Type</u> | <u>Square Feet</u> | <u>Ownership Percentage</u> |
|--------------------|------------------|--------------------|-----------------------------|
| 111                | I                | 712.91             | 2.0802                      |
| 209                | J                | 703.00             | 2.0513                      |
| 211                | I                | 712.91             | 2.0802                      |
| 108                | E                | 970.90             | 2.8330                      |
| 110                | F                | 701.25             | 2.0462                      |
| 112                | H                | 966.16             | 2.8192                      |
| 114                | F                | 701.25             | 2.0462                      |
| 116                | F                | 701.25             | 2.0462                      |
| 118                | H                | 966.16             | 2.8192                      |
| 120                | F                | 701.25             | 2.0462                      |
| 122                | E                | 970.90             | 2.8330                      |
| 208                | E                | 970.90             | 2.8330                      |
| 210                | F                | 701.25             | 2.0462                      |
| 212                | H                | 966.16             | 2.8192                      |
| 214                | F                | 701.25             | 2.0462                      |
| 216                | F                | 701.25             | 2.0462                      |
| 218                | H                | 966.16             | 2.8192                      |
| 220                | F                | 701.25             | 2.0462                      |
| 222                | E                | 970.90             | 2.8330                      |
|                    |                  | 34,270.74          | 100.0000                    |

| <u>Unit Type</u> | <u>Common Name</u> | <u>Unit Nos.</u>                         | <u>Sq Ft.</u>    | <u>Ownership Percentage</u> |
|------------------|--------------------|--|------------------|-----------------------------|
| A                | Sea Glass          | 101, 201                                 | 923.03           | 2.6933                      |
| B                | Coquina            | 102, 103, 202, 203                       | 912.75           | 2.6634                      |
| C                | Starfish           | 104, 105, 204, 205                       | 871.96           | 2.5443                      |
| D                | Sand Dollar        | 106, 107, 206, 207                       | 852.72           | 2.4882                      |
| E                | Conch              | 108, 122, 208, 222                       | 970.90           | 2.8330                      |
| F                | Clam               | 110, 114, 116, 120<br>210, 214, 216, 220 | 701.25<br>701.25 | 2.0462<br>2.0462            |
| G                | Scallop            | 113, 115, 213, 215                       | 713.27           | 2.0813                      |
| H                | Kings Crown        | 112, 118, 212, 218                       | 966.16           | 2.8192                      |
| I                | Oyster             | 111, 117, 211, 217                       | 712.91           | 2.0802                      |
| J                | Kittens Paw        | 109, 119, 209, 219                       | 703.00           | 2.0513                      |

**PROPORTIONAL OWNERSHIP SCHEDULE (Continued)**

**BUDGET GUARANTY AMOUNT PER UNIT TYPE AND NUMBER  
(See Section 18.11 of the Declaration of Condominium)**

| <u>Unit Type</u> | <u>Common Name</u> | <u>Unit Nos.</u>                         | <u>Monthly Amount</u> |
|------------------|--------------------|--|-----------------------|
| A                | Sea Glass          | 101, 201                                 | \$400.37              |
| B                | Coquina            | 102, 103, 202, 203                       | \$395.91              |
| C                | Starfish           | 104, 105, 204, 205                       | \$378.22              |
| D                | Sand Dollar        | 106, 107, 206, 207                       | \$369.87              |
| E                | Conch              | 108, 122, 208, 222                       | \$421.13              |
| F                | Clam               | 110, 114, 116, 120<br>210, 214, 216, 220 | \$304.17<br>\$304.17  |
| G                | Scallop            | 113, 115, 213, 215                       | \$309.38              |
| H                | Kings Crown        | 112, 118, 212, 218                       | \$419.08              |
| I                | Oyster             | 111, 117, 211, 217                       | \$309.23              |
| J                | Kittens Paw        | 109, 119, 209, 219                       | \$304.93              |

**EXHIBIT D  
TO  
DECLARATION OF CONDOMINIUM  
OF  
EL MAR, A CONDOMINIUM**

**ARTICLES OF INCORPORATION  
OF  
EL MAR OF NORTH REDINGTON CONDOMINIUM ASSOCIATION, INC.**

# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of EL MAR OF NORTH REDINGTON CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on March 4, 2020, as shown by the records of this office.

The document number of this corporation is N20000003202.



CR2E022 (01-11)

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Nineteenth day of March, 2020

*Laurel M. Lee*

Laurel M. Lee

Secretary of State

ARTICLES OF INCORPORATION

OF

EL MAR OF NORTH REDINGTON CONDOMINIUM ASSOCIATION , INC.

2021 MAR -4 PM 12:26

The undersigned subscribers by these Articles do hereby associate themselves for the purpose of forming a corporation not for profit pursuant to Chapter 617, Florida Statutes, and hereby adopt the following Articles of Incorporation:

**ARTICLE I**  
**NAME**

The name of the corporation is **El Mar of North Redington Condominium Association , Inc.** For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Association as the "Bylaws".

**ARTICLE II**  
**ADDRESS**

The principal place of business of the corporation shall be located at 17035 Gulf Blvd, N. Redington Beach, FL 33708, but the corporation 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.

**ARTICLE III**  
**PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act") for the operation of **El Mar, A Condominium**, which condominium is being created on the land described in **Exhibit "A"** attached hereto or so much thereof as shall be submitted to condominium ownership from time to time (the "Condominium"). The Developer of said Condominium is **Benchmark El Mar Apartments, LLC**, a Florida limited liability company (the "Developer").



**ARTICLE IV**  
**DEFINITIONS**

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Act, the Declaration of Condominium of the Condominium, and the Bylaws of the Association, unless the context otherwise requires.

**ARTICLE V**  
**POWERS**

The powers of the Association shall include and be governed by the following:

5.01 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of the State of Florida that are not in conflict with the provisions of these Articles or of the Act.

5.02 Enumeration. The Association shall have all the powers and duties set forth in the Act and all of the powers and duties not inconsistent with the Act reasonably necessary to operate the Condominium pursuant to the Declaration of Condominium therefor, and as it may be amended from time to time, including, but not limited to, the following:

- (a) To make and collect assessments and other charges against members as unit owners, to enforce such assessments in the manner provided for by law and the Declaration of Condominium and to use the proceeds thereof in the exercise of its powers and duties.
- (b) To buy, own, operate, lease, sell and trade both real and personal property as may be necessary or convenient in the administration of the condominium.
- (c) To maintain, repair, replace, reconstruct, add to, and operate the condominium and other property acquired or leased by the Association for use by unit owners, including specifically the surface water management system as permitted by Pinellas County.
- (d) To purchase insurance upon the condominium and insurance for the protection of the Association, its officers, directors, and members as unit owners, and such other parties as the Association may determine in the best interest of the Association.
- (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the condominium and for the health, comfort, safety and welfare of the unit owners.

(f) To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of units as may be provided by the Declaration of Condominium.

(g) To enforce by legal means the provisions of the Act, the Declaration, these articles, the Bylaws, and the rules and regulations for the use of the condominium property, and to sue or be sued as described in the Act.

(h) To contract for the management of the condominium, and to delegate to the party with whom such contract has been entered into of all the powers and duties of the Association, except (i) those which require specific approval of the Board of Directors or the membership of the Association; (ii) those which are incapable of being delegated as same may be contrary to the Declaration of Condominium or the Bylaws; (iii) those which are contrary to the Statutes of the State of Florida; and (iv) wherein a delegation is power and duty which by its very nature is a decision or fiduciary responsibility to be made by the Board of Directors and is therefore not susceptible of delegation.

(i) To employ personnel to perform the services required for proper operation of the condominium.

(j) To enter into agreements with other parties for easements or sharing arrangements or recreational facilities as the Board of Directors may deem in the best interests of the condominium.

(k) If, by the provisions of Chapter 617, Florida Statutes or Chapter 718, Florida Statutes, a power or authority may only be exercised by the Association if such power or authority is expressly set forth in the Articles of Incorporation, and such power or authority is not specifically set forth elsewhere herein, then this provision shall be construed to be that enabling provision, and the Association shall have such power or authority as if the same shall have been fully set forth herein.

5.03 Assets of the Association. All funds and the titles of all properties acquired by the Association and their proceeds shall be for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles, and the Bylaws.

5.04 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration, including all exhibits thereto, and the Bylaws.

5.05 Required Compliance. All additions, alternations or improvements of the Condominium Property, including the Common Areas, whether by Unit Owners, the Association or the Developer, shall be in compliance with all applicable rules, regulations, laws, ordinances and requirements established from time to time by the Federal Emergency Management Agency ("FEMA"), the National Flood Insurance Program ("NFIP"), the Southwest Florida Water Management District ("SWFWMD") and the Town of North Redington Beach.

**ARTICLE VI**  
**MEMBERS**

6.01 Membership. The members of the Association shall consist of all of the record owners of legal title to the units in the Condominium; and after termination of the condominium, if same shall occur, the members of the Association shall consist of those who are members at the time of the termination, and their successors and assigns. Membership shall be established by the acquisition of legal record fee title to a condominium parcel in the condominium, whether by conveyance, devise, judicial decree, or otherwise, subject to the provisions of the Declaration, and by the recordation amongst the Public Records of Pinellas County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby. The new owner designated in such deed or other instrument shall thereupon become a member of the Association and the membership of a prior owner as to the parcel designated shall be terminated.

6.02 Assignment. The share of a member in the funds and assets of the Association, in the common elements and the common surplus, and membership in this Association, cannot be assigned, hypothecated, or transferred in any manner whatsoever except as an appurtenance to the unit for which that share is held.

6.03 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one (1) vote for each unit, which vote shall be exercised or cast in the manner provided by the Declarations and Bylaws. Any person or entity owning more than one (1) unit shall be entitled to one (1) vote for each unit owned.

6.04 Meetings. The Bylaws shall provide for an annual meeting of members, and make provision for regular and special meetings of members other than the annual meeting.

6.05 Class of Members. There shall only be one class of members in the Association.

**ARTICLE VII**  
**TERM OF EXISTENCE**

The Association shall have perpetual existence.

**ARTICLE VIII**  
**SUBSCRIBERS**

The names and addresses of the subscriber to these Articles is as follows:

| <u>NAME</u>       | <u>ADDRESS</u>                                  |
|-------------------|---|
| Jeffrey A. Withee | 4053 Maple Road, Suite 200<br>Amherst, NY 14226 |

**ARTICLE IX**  
**OFFICERS**

The affairs of the Association shall be administered by the officers as designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association 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 Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names and addresses of the initial officers who shall serve until their successors are designated by the Board of Directors are as follows:

| <u>OFFICE</u>  | <u>NAME</u>          | <u>ADDRESS</u>                                  |
|----------------|----------------------|---|
| President      | Margaret E. Shotwell | 4053 Maple Road, Suite 200<br>Amherst, NY 14226 |
| Vice President | Steven J. Longo      | 4053 Maple Road, Suite 200<br>Amherst, NY 14226 |
| Secretary      | Jeffrey A. Withee    | 4053 Maple Road, Suite 200<br>Amherst, NY 14226 |
| Treasurer      | Jeffrey A. Withee    | 4053 Maple Road, Suite 200<br>Amherst, NY 14226 |

**ARTICLE X**  
**DIRECTORS**

10.01 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined by the bylaws, but which shall consist of not less than three (3) directors. Except for directors appointed by the Developer, all directors must be members of the Association.

10.02 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when that approval is specifically required.

10.03 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

10.04 Term of Developer's Directors. The Developer of the condominium shall appoint the members of the first Board of Directors who shall hold office for the periods described in the Bylaws. The Developer has the right retain control of the Association after a majority of the units have been sold as described in the Bylaws.

10.05 First Directors. 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, are as follows:

| <u>NAME</u>          | <u>ADDRESS</u>                                  |
|----------------------|---|
| Margaret E. Shotwell | 4053 Maple Road, Suite 200<br>Amherst, NY 14226 |
| Steven J. Longo      | 4053 Maple Road, Suite 200<br>Amherst, NY 14226 |
| Jeffrey A. Withee    | 4053 Maple Road, Suite 200<br>Amherst, NY 14226 |

#### **ARTICLE XI** **INDEMNIFICATION**

11.01 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and, with respect to any criminal action or proceeding, he had not reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem

proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, or itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, he had no reasonable cause to believe that his conduct was unlawful.

11.02 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 11.01 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

11.03 Approval. Any indemnification under Section 11.01 above (unless ordered by the court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 11.01 above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties of such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by a majority of the members.

11.04 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this article.

11.05 Miscellaneous. The indemnification provided by this article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members or otherwise, both as to action in his official capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefits of the heirs, executors and administrators of such a person.

11.06 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this article.

**ARTICLE XII**  
**BYLAWS**

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

**ARTICLE XIII**  
**AMENDMENTS**

Amendments to these articles shall be proposed and adopted in the following manner:

13.01 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

13.02 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. The approval of a proposed amendment must be by the affirmative vote of not less than two-thirds (2/3) of the voting interests of the Association.

13.03 Limitation. No amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any changes in Sections 6.03 and 6.04 of Article VI hereof, without approval in writing by all the voting interests of the Association and the joinder of all record owners of mortgages upon units in the Condominium. No amendment shall be made that is in conflict with these Articles or the Declaration, nor shall any amendment make any changes which would in any way effect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate or beneficiary of the Developer, unless the Developer shall join in the execution of the amendment.

12.04 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of Pinellas County, Florida.

**ARTICLE XIV**  
**DISSOLUTION**

In the event of dissolution or final liquidation of the Association, the assets, both real and personal of the Association, consisting of the surface water management system, including drainage easements, if any, shall, upon request by the appropriate public agency or utility, be dedicated to such public agency or utility to be devoted to purposes, as nearly as practicable, the same as those to which they were required to be devoted by the

Association. At the time of the filing of these Articles, no such drainage easements exist. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. No such disposition of Association properties shall be effective to divest or diminish any right or title of any unit owner vested in him under the recorded Declaration of Condominium and deed applicable hereto, unless made in accordance with the provisions of such Declaration of Condominium and deeds.

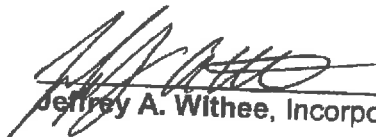
**ARTICLE XV  
INITIAL REGISTERED OFFICE ADDRESS  
AND NAME OF REGISTERED AGENT**

The initial registered office of this corporation shall be located at


**The Cohrs Law Group, P.A.  
2841 Executive Drive, Suite 120  
Clearwater, FL 33762**

and the initial registered agent of the corporation at that address is **Denis A. Cohrs**.

IN WITNESS WHEREOF, the subscriber has affixed his signature hereto this 3rd day of March, 2020.

  
\_\_\_\_\_  
Jeffrey A. Withee, Incorporator

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE-NAMED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, THE UNDERSIGNED HEREBY AGREES TO ACT IN THAT CAPACITY, AND FURTHER AGREES TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF THE DUTIES OF SUCH OFFICE.

  
\_\_\_\_\_  
Denis A. Cohrs, Registered Agent



**EXHIBIT A  
TO  
ARTICLES OF INCORPORATION  
OF  
EL MAR OF NORTH REDINGTON CONDOMINIUM ASSOCIATION**

Lots 5, 8, 9, 10, 11 and 12, Block "B" of North Redington Beach Section A, according to the plat thereof recorded in Plat Book 24, Page 46, of the Public Records of Pinellas County, Florida.

**EXHIBIT E  
TO  
DECLARATION OF CONDOMINIUM  
OF  
EL MAR, A CONDOMINIUM**

**BYLAWS  
OF  
EL MAR OF NORTH REDINGTON CONDOMINIUM ASSOCIATION, INC.**

**BYLAWS**  
**OF**  
**EL MAR OF NORTH REDINGTON CONDOMINIUM ASSOCIATION, INC.**

Adopted: December 1, 2020

## BYLAWS

### OF

#### EL MAR OF NORTH REDINGTON CONDOMINIUM ASSOCIATION, INC.

#### 1. GENERAL.

1.01 The Name. The name of the corporation shall be **El Mar of North Redington Condominium Association, Inc.**, hereinafter referred to as "the Association".

1.02 Principal Office. The principal office of the Association shall be at 17035 Gulf Blvd., North Redington Beach, FL 33708, or at such other place as may be subsequently designated by the Board of Directors.

1.03 Identity. In addition to the within Bylaws being the bylaws of the Association, these bylaws are established pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes, as the same may exist, or may hereafter be amended from time to time ("The Condominium Act"), for the purpose of administering, operating and managing **El Mar, A Condominium** (the "Condominium").

1.04 Definitions. As used herein, the term "Corporation" shall be the equivalent of "Association", and all other words as used herein shall have the same definitions as attributed to them in the Declaration of Condominium of the Condominium. Any terms not defined in the Declaration shall have those definitions established by The Condominium Act. If any definition conflicts with a definition in the Florida Statutes, the definition in the Statute shall prevail and govern the interpretation of this document.

#### 2. MEMBERSHIP AND VOTING PROVISIONS.

2.01 Membership. Membership in this Corporation shall be limited to owners of units in the Condominium as described in the Articles of Incorporation of the Association. Transfer of unit ownership, either voluntarily or by operation of law, shall automatically terminate membership, and the transferee shall automatically become a member of this corporation. If unit ownership is vested in more than one person, all of the persons owning a unit shall be eligible to hold office, attend meetings, and exercise all rights of membership, but, as hereinafter indicated, the vote of a unit shall be cast by the "voting member". If unit ownership is vested in a corporation, the corporation may designate an individual officer or employee as its voting member, and all officers shall be eligible to exercise the rights of membership. Developer, or its assignee, nominee, designee or successor, as an owner of unsold units, shall be deemed to be a member of this corporation.

2.02 Voting.

(a) Single Vote Per Unit. The owner or owners of each unit shall be entitled to one (1) vote in the aggregate. If any owner owns more than one unit, he shall be entitled to one (1) vote for each unit owned. The vote of a unit shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes, except where otherwise provided by law, in the Declaration, in the Articles of Incorporation or in these Bylaws; and as used in these Bylaws, the Articles of Incorporation or the Declaration, the term "majority of the members" shall mean those unit owners having more than fifty percent (50%) of the total voting interests present in person or by proxy and voting at any meeting of the members at which a quorum shall be present.

2.03 Quorum. Unless otherwise provided in these Bylaws, the presence in person or by proxy of a majority of the voting members shall constitute a quorum.

2.04 Proxies. Votes may be cast in person or by proxy. Any proxy given shall be in writing, signed either by all record owners of the unit, or by the voting member, shall be filed with the secretary of the corporation prior to, or at, the meeting at which it is to be used, and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. Every proxy shall be revocable at any time at the pleasure of the member(s) executing it. Proxies may only be held by members of the Association. The use of proxies shall be governed by the provisions of The Condominium Act.

2.05 Designation of Voting Member. If a unit is owned by one person, his right to vote shall be established by the record title to the unit. If a unit is owned by more than one person, the person entitled to cast the unit's vote shall be designated in a certificate to be filed with the secretary, signed by all of the record owners of the unit. If a unit is owned by a corporation, it shall designate the officer or employee entitled to cast the unit's vote by executing a certificate to be filed with the secretary of the Association, signed by its president or vice president, and attested to by its secretary or assistant secretary. The person designated in such certificate shall be known as the voting member. If, for a unit owned by more than one person or by a corporation, such certificate is not on file with the secretary of the corporation, the vote of the unit shall not be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the unit. Such certificate shall be valid until revoked or superseded by a subsequent certificate, or until a change occurs in the ownership of the unit. Notwithstanding the foregoing, if a unit is owned jointly by a husband and wife, the following provisions are applicable:

- (a) They may, but they shall not be required to, designate a voting member;
- (b) If they do not designate a voting member, and if both are present at a

meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting;

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the unit's vote;

(d) If no voting member has been designated, any proxy given by such owners must be executed by both husband and wife.

### 3. **MEMBERSHIP MEETINGS.**

3.01 **Place.** All meetings of the membership shall be held at the principal office of the corporation, or at such other place and at such time as shall be designated by the Board of Directors and stated in the notice of meeting.

3.02 **Notice.** It shall be the duty of the secretary to deliver notice of all meetings to the members in accordance with this Section. Notices of annual meetings shall be sent by regular mail or personally delivered to each member and a copy of said notice shall be posted in a conspicuous place on the property at least fourteen (14) days but not more than sixty (60) days prior to the date of such meeting. Notices of special meetings shall be sent by regular mail or personally delivered to each member and a copy of said notice shall be posted in a conspicuous place on the property at least three (3) days but not more than sixty (60) days prior to the date of such meeting; provided, however, that if a properly noticed special meeting is adjourned because of lack of a quorum, then notice of the reconvening of that special meeting shall be proper if the notice is posted in a conspicuous place on the property at least one (1) hour prior to the time designated for the reconvening of the meeting. Notice of any meeting shall list the time, place and purpose thereof. All notices shall be mailed to or served at the address of the owner as it appears on the books of the corporation. Where a unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address which the Developer initially identifies for that purpose and thereafter as one or more of the owners of the unit shall so advise the Association in writing, or if no address is given or the owners of the unit do not agree, to the address provided on the deed of record. Proof of posting, delivery or mailing of the notice (if required) shall be given by the affidavit of the person serving the notice and the post office certificate of mailing shall be retained as proof of such mailing. Notice of specific meetings may be waived by any member before or after the meeting, but such waiver shall not be used to establish a quorum at the meeting or for any voting purpose.

3.03 **Annual Meeting.** The annual meeting for the purpose of electing directors and transacting any other authorized business shall be held each year at such date and time as shall be selected by the Board of Directors. At the annual meeting, the members shall elect directors and transact such other business as may be properly brought before the meeting.

3.04 **Special Meetings.** Special meetings of the members for any purpose, unless otherwise prescribed by statute, may be called by the President, or shall be called by the

President or Secretary at the request, in writing, of a majority of the Board of Directors or at the request, in writing, of voting members representing forty percent (40%) of the total number of units. Such requests shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting.

3.05 Waiver and Consent; Action Without a Meeting. Whenever the vote of members at a meeting is required or permitted, by any provision of Florida Statutes, the Declaration, the Articles of Incorporation, or these Bylaws, to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all the voting members, shall consent in writing to such action being taken. Members may waive notice of specific meetings and may take action by written agreement without meetings.

3.06 Adjourned Meetings. If any properly noticed meeting of members cannot be organized because a quorum is not present, either in person or by proxy, the meeting may be adjourned by a majority vote of those who are present in person or by proxy, though less than a quorum, until a quorum is present. At the time of adjournment, such members may select by majority vote a subsequent date and time for reconvening the meeting, which time, for an annual meeting, shall be no less than fifteen (15) days after the time set for the original meeting, and for special meetings shall be no less than one (1) hour, and the Secretary shall provide notice of the new date and time in the manner required for notices of meetings described in Section 3.02 above.

3.07 Order of Business. The order of business at annual members' meetings and as far as practical at other members' meetings, shall be:

- (a) Calling to order by President or Chairman;
- (b) The collection of election ballots;
- (c) Appointment of chairman of the meeting by the president or, in his absence, by a majority of the Board of Directors. The chairman may be the attorney for the Association who will conduct the meeting without vote;
- (d) Calling of the roll and certifying of proxies;
- (e) Proof of notice of the meeting or waiver of notice;
- (f) Reading and disposal of any unapproved minutes;
- (g) Reports of officers;
- (h) Reports of committees;
- (i) Appointment of inspectors of election;
- (j) Determining of number of directors;
- (k) Election of directors;
- (l) Unfinished business;
- (m) New business;
- (n) Adjournment.

3.08 Minutes of Meetings. The minutes of all meetings of members shall be kept in a book available for inspection by members, or their authorized representatives, and board members at any reasonable time. The Association shall retain these minutes as part of its official records.

#### 4. DIRECTORS.

4.01 Qualification. The affairs of the Association shall be managed by a board of no less than three (3) directors. Except for directors appointed by the Developer, all directors must be members of the Association. No director shall continue to serve on the board after he ceases to be a member.

4.02 Election of Directors. Election of directors shall be conducted in accordance with the Condominium Act as in effect as of the date of the recording of the Declaration or as thereafter amended.

4.03 Disqualification and Resignation of Directors. Any director may resign by sending a written notice of such resignation to the office of the corporation, addressed to the President or Secretary, or by tendering written notice of such resignation at a duly called meeting of the board. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary.

4.04 Term. Vacancies on the Board of Directors caused by the expiration of a director's term shall be filled by electing new board members. Except for directors appointed by the Developer, the term of each director's term shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided, and provided that the first board shall serve in accordance with subsection 4.15 hereinafter.

4.05 Organizational Meeting. The organizational meeting of a newly elected board of directors shall be held within ten (10) days after the directors have been elected. The board of directors in office prior to the election of new directors shall designate a date and time for the organizational meeting of the new board, and shall post a notice of such meeting at a conspicuous place on the property at least forty eight (48) hours prior to the date of the election.

4.06 Regular Meetings. Regular meetings of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, and shall be transmitted at least two (2) days prior to the meeting. Regular meetings of the board of directors shall be open to all members, and notice of such meetings shall be posted conspicuously at the condominium at least forty-eight (48) hours in advance for the attention of the members of the Association except in the event of any emergency. .

4.07 Special Meetings. Special meetings of the directors may be called by the President, or, in his absence, by the Vice President, and must be called by the President or Secretary at the written request of one-third (1/3) of the directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted at least two (2) days prior to the meeting, unless The Florida Condominium Act requires a longer notice period. Special meetings of the board of directors shall be open to all members, and, unless The Florida Condominium Act



requires a longer notice period, notice of special meetings shall be posted conspicuously at the condominium property at least forty-eight (48) hours in advance for the attention of the members of the Association except in the event of any emergency. Notice of any meeting where assessments against members are to be considered for any reason shall specifically contain a statement that assessments will be considered at the meeting. Notwithstanding the foregoing, if the purpose of a special meeting of the directors is to consider a special assessment or to amendments to rules regarding the use of the Units, notice of such meeting shall be given to the directors, and a copy of the notice shall be mailed or delivered to the unit owners and posted conspicuously at the condominium property, at least fourteen (14) days prior to the date of the meeting.

4.08 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.09 Quorum. A quorum at a directors' meeting shall be 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 when approval by a greater number of directors is required by the Declaration, the Articles or these Bylaws.

4.10 Adjourned Meetings. If, at any meeting of the board of directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. Notice of a reconvened meeting shall be given in the same manner as required for all board meetings as described above. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.11 Presiding Officer. The presiding officer at all directors' meetings shall be the President. In the absence of the presiding officer, the directors present shall designate one of their number to preside. The President, or, in his absence, a majority of the board of directors, may appoint without vote, the attorney of the Association to act as chairman to conduct the meeting.

4.12 Order of Business. The order of business at director's meetings shall be:

- (a) Calling of roll;
- (b) Proof of due notice of meeting;
- (c) Reading and disposal of any unapproved of minutes;
- (d) Reports of officers and committees;
- (e) Election of officers;
- (f) Unfinished business;
- (g) New business;
- (h) Adjournment.

4.13 Minutes of Meetings. The minutes of all meetings of the board of directors shall be kept in a book available for inspection by members, or their authorized representative, and

board members at any reasonable time. The Association shall retain these minutes as part of its official records.

4.14 Compensation. Directors shall not be entitled to any compensation for their services unless compensation is granted by a majority of the voting members at a membership meeting.

4.15 Recall. Subject to the provisions of Section 718.301, Florida Statutes, any member of the board of directors may be recalled and removed from office with or without cause in accordance with the provisions of The Condominium Act. None of the directors named by the Developer shall be subject to removal by members other than the Developer. The directors named by the Developer may be removed by the Developer.

4.16 Developer Control. Notwithstanding anything to the contrary elsewhere in this Article 4, the Developer shall continue to have the right to appoint directors of the Association after a majority of the Units have been sold, and no elections shall be held, except as required by Section 718.301, of the Florida Condominium Act. If unit owners other than the developer own 15 percent (15%) or more of the units in the condominium that will be operated ultimately by an association, the unit owners other than the developer are entitled to elect at least one-third of the members of the board of directors of the Association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of directors of the Association, upon the first to occur of the following events:

(a) Three years after 50 percent (50%) of the units that will be operated ultimately by the Association have been conveyed to purchasers;

(b) Three months after 90 percent (90%) of the units that will be operated ultimately by the Association has been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;

(d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business; or

(e) Seven (7) years after the date of the recording of the certificate of a surveyor and mapper pursuant to §718.104(4)(e) Fla. Stat. or the recording of an instrument that transfers title to a Unit in the Condominium which is not accompanied by a recorded assignment of Developer rights in favor of the grantee of such Unit, whichever occurs first, or, in the case of an association that may ultimately operate more than one condominium, seven (7) years after the recording of the certificate of a surveyor and mapper pursuant to § 718.104(4)(e) Fla. Stat. or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first, for the first condominium it operates; or, in the case of an association operating

a phase condominium created pursuant to § 718.403 Fla. Stat, seven (7) years after the recording of the certificate of a surveyor and mapper pursuant to §718.104(4)(e) Fla. Stat. or the recording of an instrument that transfers title to a Unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first.

The developer is entitled to elect at least one member of the board of directors of the Association as long as the developer holds for sale in the ordinary course of business at least 5 percent (5%) of the units in the Condominium. Following the time the developer relinquishes control of the Association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes or reacquiring control of the Association or selecting the majority of the members of the board of directors.

## 5. **POWERS AND DUTIES.**

5.01 The board of directors shall have the powers and duties necessary for the administration of the affairs of the condominiums in the complex, and may do all such acts except such acts which by law, the Declaration, or these Bylaws, may not be delegated to the board of directors by the members. Such powers and duties of the board of directors shall include, without limitation (except as limited elsewhere herein and to the extent that same is in accordance with The Condominium Act) the following:

(a) Operation, care, upkeep and maintenance of the common elements and Association Property, if any.

(b) Determination of the expenses required for the operation of the condominiums, the Association, any easement agreements and the Association Property.

(c) Collection of the assessments for common expenses from unit owners required to pay same.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the condominium, the Association and Association Property.

(e) Adoption and amendment of the rules and regulations covering the details of the operation and use of the condominium property and Association Property.

(f) Creation and maintenance of bank accounts on behalf of the Association and the designation of the signatories required therefor.

(g) Purchasing, leasing or other acquisition of units in the name of the Association, or its designee.

(h) Purchase of units at foreclosure or other judicial sales, in the name of the Association, or its designee.

(i) Selling, leasing, subleasing, mortgaging, or otherwise dealing with units or other real or personal property acquired by or leased by the Association or its designee.

(j) Organization of corporations to act as designees of the Association in acquiring title to or leasing units or other real or personal property by the Association.

(k) Obtaining and reviewing insurance for the condominium property, and the Association.

(l) Making repairs, additions and improvements to, or alterations of, the condominium property, the Association Property and repairs to and restoration of the condominium property and Association Property, in accordance with the provisions of the Declaration, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings, or otherwise.

(m) Enforcement of the obligations of the unit owners, the allocation of profits and expenses, and the performance of anything and everything else necessary and proper for the sound management of the Condominium.

(n) Levying reasonable fines against the unit owners for failure of the owner, or his tenant, or his or his tenant's guests, agents, employees, licensees or invitees to comply with any provision of the Condominium Act, the Declaration, the Bylaws or the reasonable rules and regulations of the Association. No fine may exceed the amount permitted by The Condominium Act, nor may any fine be levied except after giving reasonable written notice and opportunity for a hearing to the unit owner, and, if applicable, his tenant, licensee or invitee, which notice shall be provided no less than fourteen (14) days prior to the date of the hearing. The board of directors shall establish a procedure for notice and hearing, which procedure shall include the establishment of a hearing committee comprised of unit owners other than members of the Board of Directors, and which shall be kept as part of the official records of the Association. In the event the hearing committee shall not agree with the board of directors with respect to the levy of the fine, the fine shall not be levied.

(o) Purchasing or leasing a unit for use by a resident superintendent.

(p) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep, and maintenance of the common elements or Association property; provided, however, that (i) the affirmative vote of at least two-thirds (2/3) of the voting members, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required for the borrowing of any sum in excess of Twenty Thousand Dollars (\$20,000.00); (ii) no lien to secure repayment of any sum borrowed may be created on any unit without the consent of the owner of such unit. If any sum borrowed by the board of directors on behalf of the Association pursuant to authority contained in this subparagraph (p) is not repaid by the Association, a unit owner who pays to the creditor such proportion thereof as his interest in the common elements, shall be entitled to obtain from the

creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the unit owner's unit. Notwithstanding the foregoing, the board of directors shall have no authority to borrow funds for payment of anticipated current operating expenses.

(q) Contracting for the management of Association Property and of the condominium and the delegation to such manager such powers and duties of the board of directors as the board may deem appropriate in the circumstances; and contracting for the management or operation of portions of the condominium property susceptible to separate management or operation thereof, and the granting of concessions for the purpose of providing services to the unit owners. As an exception to the foregoing, there shall be no delegation of powers and duties wherein (1) same are contrary to the Statutes of the State of Florida and are accordingly not susceptible of being delegated; (2) those delegations and duties which may be required by the declaration and these bylaws to have approval of the board of directors or the units owners; (3) the delegation is a power or duty which by its very nature is a decision or fiduciary responsibility to be made by the board of directors and is therefore not susceptible of delegation; or (4) same may be contrary to the Declaration or these Bylaws.

(r) Exercise of all powers specifically set forth in the Declaration for the Condominium, the Articles of the association, these Bylaws, and in Chapters 617 and 718, Florida Statutes, and all powers incidental thereto. If, by the provisions of any law of the State of Florida, a power or authority may only be exercised by the Association if such power or authority is expressly set forth in the Bylaws, and such power or authority is not specifically set forth elsewhere herein, then this provision shall be construed to be that enabling provision, and the Association shall have such power or authority as if the same shall have been fully set forth herein.

(s) Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of units, in such amount and under such circumstances as is described in the provisions of The Condominium Act. No charge shall be made in connection with an extension or renewal of a lease.

(t) Entering into and upon the units during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

(u) Collecting delinquent assessments by suit or otherwise, abating nuisances, and enjoining or seeking damages from the unit owners for violations of these Bylaws and the terms and conditions of the Declaration or the law of the State of Florida.

(v) Acquiring and entering into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation, or other use and benefit of the unit owners, and declaring expenses in

connection therewith to be common expenses as set forth in the Declaration; all in such form and in such manner as may be deemed by the board of directors to be in the best interest of the corporation; and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

## 6. **OFFICERS.**

6.01 **Executive Officers.** The executive officers of the corporation shall be a President, one or more Vice Presidents, Secretary, and Treasurer; all of whom shall be elected by, and shall serve at the pleasure of the Board of Directors. Any two of said offices may be united in one person, except that the President shall not also be the Secretary.

6.02 **Appointive Officers.** The board of directors may appoint such other officers and agents as they may deem necessary, who shall hold office at the pleasure of the board of directors and have such authority and perform such duties as from time to time may be prescribed by said board.

6.03 **Election.** The board of directors at its first meeting after each annual members' meeting shall elect all officers, none of whom, except the President, need be a member of the board.

6.04 **Term.** The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officers elected or appointed by the board of directors may be removed, for cause, at any time by the affirmative vote of a majority of the whole board of directors.

6.05 **The President.** The President shall be the chief executive officer of the corporation. Subject to the provisions of Article 4 above, the President shall preside at all meetings of members and of the board. He shall exercise the executive powers of the corporation and have general supervision over its affairs and other officers. He shall sign all written contracts and perform all of the duties incident to his office and such other duties as may be delegated to him from time to time by the board.

6.06 **The Vice President.** The Vice President shall perform all of the duties of the President in the absence of the President, and such other duties as may be required of him by the board.

6.07 **The Secretary.** The Secretary shall issue notices of all board meetings and all members' meetings; he shall attend and keep the minutes of same; he shall have charge of all of the books of the corporation as well as its records and papers except those kept by the Treasurer. All minutes shall be kept in a businesslike manner and shall be available for inspection by members and board members at all reasonable times.

6.08 **The Treasurer.**

(a) The Treasurer shall have custody of the corporation's funds and

securities. He shall keep full and accurate accounts of the corporation's receipts and disbursements. He shall deposit all monies and other valuable effects in the name of, and to the credit of, the corporation in such depositories as may be designated by the board. The books shall reflect an account for each unit in the manner required by the Act.

(b) He shall disburse the funds of the corporation as may be ordered by the board, making proper vouchers for such disbursements. He shall render an account of all his transactions as the Treasurer, and of the financial condition of the corporation to the board whenever it may require it.

(c) He shall collect all assessments and shall report promptly to the board the status of collections.

(d) He shall maintain accounting records according to good accounting practices, which records shall be open to inspection by members or their authorized representatives at reasonable times. He shall render to members or their authorized representatives, at least annually, a written summary of the corporation's fiscal activities.

(e) He shall prepare the corporation's budget.

6.09 Compensation. Officers shall not receive compensation for their services as such, but this provision shall not preclude the board of directors from employing a director or officer as an employee of the Association, nor preclude the contracting with a director or officer for the management of the Condominium or for any other service to be supplied by such director or officer, as long as full disclosure of the relationship of the director or officer with the contracting party is made.

6.10 Resignations. Any director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall not be required to make it effective.

## 7. FINANCES AND ASSESSMENTS.

7.01 Depositories. The funds of the corporation shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the board. Funds shall be withdrawn only upon checks and demands for money signed by such officer or officers as may be designated by the board.

7.02 Fiscal Year. The fiscal year of the corporation shall begin on the first day of January of each year; provided, however, that the board, whenever it deems it advisable, is expressly authorized to change to a different fiscal year in accordance with the applicable provisions of the Internal Revenue Code.

7.03 Determination of Assessments. The Board of Directors shall establish and adopt a budget in accordance with Section 718.112, Florida Statutes, as it now exists or may

hereafter be amended from time to time.

7.04 Application of Payments and Commingling of Funds. All sums collected by the corporation from assessments may be commingled in a single fund for investment purposes only or divided into more than one fund, as determined by the board. Commingled operating and reserve funds shall be accounted for separately, and all financial statements prepared for the Association shall be prepared using fund accounting.

7.05 Fidelity Bonds. The Association shall obtain fidelity bonding of all officers or directors of the Association who control or disburse funds of the Association. The Association shall bear the cost of any such bonding.

7.06 Audit. An audit of the accounts of the Association may be made from time to time as directed by the board of directors. A copy of any audit report received as a result of an audit shall be furnished to each member of the Association not less than thirty (30) days after its receipt by the board.

7.07 Accounting Records and Reports. The Association shall maintain accounting records in the county in which the Condominium is located, according to good accounting practices. The records shall be open to inspection by members or their authorized representatives at reasonable times, and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each unit designating the name and current mailing address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid upon the account, and the balance due.

8. **ROSTER OF UNIT OWNERS.** Each unit owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information in a roster of unit owners.

9. **AMENDMENTS.** Except as otherwise provided elsewhere, these Bylaws may be amended in the following manner:

9.01 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

9.02 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. The approval of a proposed amendment must be by the affirmative vote of not less than two-thirds (2/3) of the voting interests of the Association.

9.03 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the President or Vice President and attested by the Secretary with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of St. Johns County.



## 10. COMPLIANCE AND DEFAULT.

10.01 Violation. In the event a member, or his tenant, guest, employee, agent, invitee or other person on the condominium property with the consent of the member, violates by act or omission any of the provisions of the Declaration, Articles, Bylaws, the rules and regulations of the Association, or the laws of the State of Florida, the Association may exercise any right or remedy provided in law or equity, including those remedies described in Section 718.303, Florida Statutes.

10.02 Negligence or Carelessness of a Member. Each member shall be liable to the Association for the expenses of any maintenance, repair or replacement required to be paid by the Association, rendered necessary by or resulting from his act, neglect or carelessness, or by the act, neglect or carelessness any member of his family, his or their guests, employees, agents, licensees, or lessees. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company as to its rights or subrogation. The costs of any maintenance, repair or replacement performed pursuant to this Section, shall constitute a debt owed by the said owner to the Association as a specific item, and not as a common expense, which shall until paid in full, bear interest at the highest rate allowed by law.

10.03 Costs and Attorney's Fees. In connection with any litigation concerning the interpretation or enforcement of the Declaration, the Articles, the Bylaws, the rules and regulations, or The Condominium Act, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the Court.

10.04 No Waiver of Rights. The failure of the corporation or a member to enforce any right, provision, covenant or condition which may be granted by the condominium documents shall not constitute a waiver of the right of the corporation or member to enforce such right, provision, covenant or condition in the future.

10.05 Election of Remedies. All rights, remedies, and privileges granted to the corporation or a member pursuant to any terms, provisions, covenants or conditions of the condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies, or privileges as may be granted by the condominium documents.

10.06 Generally. Each owner of a condominium parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy utilized by the corporation, and regardless of the availability of other equally adequate legal procedures. It is the intent of all owners of a condominium parcel to give to the corporation a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from owners of condominium parcels, and to preserve each other's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

10.07 Mandatory Nonbinding Arbitration. Prior to institution of court litigation, all disputes, as that term is defined in Section 718.1255 of the Florida Condominium Act, shall be submitted to mandatory nonbinding arbitration in accordance with that Section.

11. LIMITATION OF LIABILITY. Notwithstanding the duty of the corporation to maintain and repair parts of the property, the corporation shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage by the elements, or other owners or persons.

12. SEAL. The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization and the words "Non-profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

13. CONSTRUCTION. Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine, or neuter, singular or plural, whenever the context so requires.

14. CONFLICT. In any conflict between the provisions of these Bylaws and the Declaration, the Declaration shall prevail.

15. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision hereof.

16. CERTIFICATE OF COMPLIANCE TO FIRE AND LIFE SAFETY CODE. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board of Directors as evidence of compliance of the condominium units to the applicable fire and life safety code.

17. LIMITED POWER TO CONVEY COMMON ELEMENTS. The Association shall have a limited power to convey a portion of the common elements to a condemning authority for the purposes of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

APPROVED AND DECLARED AS THE BYLAWS OF **El Mar Condominium Association, Inc.**

**EL MAR OF NORTH REDINGTON CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not for profit

By:   
Margaret E. Shotwell, President