

Prepared by and return to:
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CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
CONDOMINIUM OF BLUE JAY MOBILE HOME ESTATES, A CONDOMINIUM
(formerly known as Curlew Mobile Home Estates Association, Inc., a Condominium)

I hereby certify, in accordance with the requirements of the applicable Florida Statutes and the governing documents of the Association, the Declaration of Condominium of Blue Jay Mobile Home Estates, a Condominium (formerly known as Curlew Mobile Home, a Condominium), originally recorded in Official Records Book 4493, Page 508, et seq., and thereafter successively consolidated and amended in Official Records Book 11495, Page 304, et seq., in the Public Records of Pinellas County, Florida was amended at a duly called meeting of the members of Curlew Mobile Home Estates Association, Inc., on February 16, 2021. The adopted Amended and Restated Declaration is attached hereto as Exhibit "A."

IN WITNESS WHEREOF, the Curlew Mobile Home Estates Association, Inc., has caused this instrument to be signed by its duly authorized officer on this 22nd day of March, 2021.

CURLEW MOBILE HOME ESTATES
ASSOCIATION, INC.

Bill Jensen
(Signature of Witness #1)
Bill Jensen
(Printed Name of Witness #1)
Richard Williams
(Signature of Witness #2)
RICHARD WILLIAMS
(Printed Name of Witness #2)

By: Roland Doucette
(Signature)
Roland Doucette, President
(Printed Name and Title)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22nd day of March, 2021, by Roland Doucette as President of Curlew Mobile Home Estates Association, Inc., on behalf of the corporation, and is personally known to me or has produced _____ as identification.

My Commission Expires: 3/13/23

[Signature]
NOTARY PUBLIC - State of Florida at Large

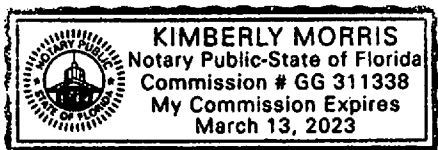


EXHIBIT "A"

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OF CURLEW MOBILE HOME
ESTATES ASSOCIATION, INC., A CONDOMINIUM

This instrument amends, consolidates, and restates in its entirety the Declaration of Condominium of Curlew Mobile Home Estates Association, Inc., a Condominium.

WHEREAS, the original Declaration Condominium of Curlew Mobile Home Estates Association, Inc., a Condominium (hereinafter referred to as the "original Declaration") was recorded in Pinellas County, Florida Official Records Book 4493, Page 508, and thereafter successively amended; and

WHEREAS, it is desirable to consolidate, amend, and restate all previously recorded instruments and amendments to the Original Declaration so that it may be more easily understood by all persons associated with Curlew Mobile Home Estates Association, Inc.;

NOW, THEREFORE, this amended, consolidated, and restated Declaration of Condominium of (hereafter referred to as the "Declaration") is hereby adopted as of the date that a Certificate of Amendment is recorded in the public records.

ARTICLE 1
SUBMISSION

Pursuant to the original Declaration of Condominium, the developer of the Curlew Mobile Home Estates Condominium, now known as Blue Jay Mobile Home Estates, a Condominium, submitted the real property more particularly described in EXHIBIT "A" attached hereto (hereinafter referred to as the "land") subject to the reservations and easements of record (except for those lands taken by eminent domain in Case No. 96-343-CI, Division 11, Parcel 131, entitled State of Florida, Department of Transportation v. Curlew Mobile Home Estates Association, Inc., filed in the Circuit Court of the Sixth Judicial Circuit, in and for Pinellas County, Florida) together with the improvements constructed thereon, to the condominium form of ownership in accordance with Chapter 718 of the Florida Statutes. The submission of the land to the condominium form of ownership by the original Declaration is and will remain effective. By adoption of this Amended and Restated Declaration, the members of the Association ratify governance of the property described in EXHIBIT "A" hereto under the condominium form of ownership.

ARTICLE 2
THE NAME

The name by which this condominium is to be identified is Blue Jay Mobile Home Estates, a Condominium. The name appearing on the plat as recorded in Condominium Plat Book 23, pages 78 thru 82, inclusive, is also "Blue Jay Mobile Home Estates", a Condominium.

ARTICLE 3
RECREATIONAL FACILITIES

The recreational facilities of this condominium shall consist of a portion of the common elements designated as Tract 1 on the Condominium Plat recorded in Condominium Plat Book 23, Page 80 and attached hereto as Exhibit "B."

ARTICLE 4
DEFINITIONS

For all purposes of this Declaration, and for all purposes of the Articles of Incorporation and Bylaws of Curlew Mobile Home Estates Association, Inc., a Florida nonprofit corporation, the following words shall have the definitions as hereinafter stated, to wit:

- 4.1 Assessment means a share of the amount required for the payment of common expenses which from time to time are assessed against the unit owner.
- 4.2 Association means Curlew Mobile Home Estates Association, Inc., the entity responsible for the operation of the Blue Jay Mobile Home Estates Condominium.
- 4.3 Board of administration means the Board of Directors or other representative body responsible for administration of the Association.
- 4.4 Bylaws means the Bylaws for the government of the condominium as the condominium exists from time to time.
- 4.5 Common elements means the portions of the condominium property not included in the units.
- 4.6 Common expenses means all expenses properly incurred by the Association in the performance of its duties, including, but without limitation, the following:
 - (A) All common expenses identified in the Condominium Act or the Association's governing documents;
 - (B) Expenses of administration and management of the Association and condominium property, including expenses for social events, recreational activities, and expenses for improvements necessary for the physical needs of the elderly in the community, for the benefit of the members;
 - (C) The expenses of maintenance, repair and replacement of the common elements, limited common elements, any portions of the units to be maintained by the Association, and of any other property or improvements in which the Association owns or holds an interest and which property or improvements are reasonably related to the operation of the condominium;

- (D) All reserves required by the Condominium Act, or otherwise established by the Association, regardless of when reserve funds are expended;
 - (E) Costs and expenses of capital improvements, betterments, or additions to the common elements;
 - (F) The expenses that are reasonably related to the general benefit of the unit owners even if such expenses do not attach to the common elements or the condominium property;
 - (G) The costs of carrying out the powers and duties of the Association, and any other valid charge against the condominium property as a whole, whether or not included in the foregoing, designated as common expense by the Condominium Act, or the Association's governing documents.
- 4.7 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.
- 4.8 Condominium is that form of ownership of condominium property under which units are subject to ownership by one or more owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.
- 4.9 Condominium parcel is a separate parcel of real property held in fee simple consisting of 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 air space which is vacated from time to time along with an undivided share in the common elements and surplus. 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 owners of other units.
- 4.10 Condominium property means and includes the lands that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.
- 4.11 Governing documents shall mean this Declaration of Condominium, the Articles of Incorporation, the Bylaws, and the adopted resolutions, rules, regulations, and procedures of the Association all as may be hereafter amended from time to time. In the event of conflict, the hierarchy of the Association governing documents shall be in the order stated.
- 4.12 Unit means a part of the condominium property which is to be subject to private ownership.
- 4.13 Unit owner or owner of a unit means the record owner of a condominium parcel.

- 4.14 Member means an owner of a condominium parcel who is a member of Curlew Mobile Home Estates Association, Inc., a Florida non-profit membership corporation, the "Association".
- 4.15 Voting interests shall mean the voting rights of the Association members pursuant to the Articles of Incorporation and Bylaws.
- 4.16 Institutional mortgagee means a bank, life insurance company, a federal savings and loan association, a state savings and loan association, an institutional investor, mortgage banker, insurance company, and/or a real estate investment trust holding a mortgage on one or more condominium parcels.
- 4.17 Mobile Home consists of a self-contained mobile living unit placed upon the said condominium unit, a "Mobile Home."
- 4.18 Single-family residence shall mean one (1) lot providing permanent accommodation for not more than four (4) adult persons related by blood, marriage, adoption, or not more than two (2) unrelated adult persons living together as a single housekeeping unit. Adult shall mean any persons eighteen (18) years of age or older. Permanent accommodation shall mean more than thirty (30) days in any calendar year.

ARTICLE 5
IDENTIFICATION

The condominium units and all other improvements constructed on the condominium property, if any, are set forth in the plat attached as EXHIBIT "B." The construction of the improvements described thereon, if any, is sufficiently complete so that such material, together with the wording of this Declaration, is a true and correct representation of the improvements described, and there can be determined therefrom the identification, location, and dimensions of the common elements and of each unit. Each condominium unit is identified by a number as shown on the plat attached hereto so that no unit bears the same designation as does any other unit.

ARTICLE 6
COMMON ELEMENTS

Common elements as hereinabove defined shall include within its meaning the following items:

- 6.1 The land on which the improvements are located and any other land included in the condominium property whether or not contiguous.
- 6.2 All parts of the improvements and recreational facilities which are not included within the units.

- 6.3 Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements.
- 6.4 Installations for the furnishing of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation.
- 6.5 The property and installations in connection therewith required for the furnishing of services to more than one condominium unit or to the common elements.
- 6.6 The common elements designated by this Declaration may be enlarged by an amendment to this Declaration that includes the description of land owned by the Association and submits the land to the terms of this Declaration. The amendment shall be approved and executed in the manner required by this Declaration and shall be executed by the Association. Such an amendment shall divest the Association of title to the land and shall vest the title in the unit owners, without naming them and without further conveyance, in the same undivided shares as the undivided shares in the common elements that are appurtenant to the units owned by them.
- 6.7 An undivided share in the common surplus.
- 6.8 Cross easements for ingress, egress, support, maintenance, repair, replacement, and utilities.
- 6.9 The exclusive right to use such portion of the common elements as may be provided by this Declaration, subject to all easements of record.
- 6.10 The Association may make substantial or material alterations, improvements or additions to the common elements upon the affirmative vote of fifty-one percent (51%) of the total voting interests of the Association. Upon approval of the substantial or material alteration, improvement or addition, all costs relating thereto and the maintenance thereof, shall be a common expense of the Association.

ARTICLE 7
OWNERSHIP OF COMMON ELEMENTS,
COMMON EXPENSES AND COMMON SURPLUS

- 7.1 Each condominium unit and/or parcel shall have an undivided 1/235 interest in the common elements appurtenant to each condominium unit.
- 7.2 Common expenses and common surplus shall be shared in accordance with the undivided interest in the common elements.

ARTICLE 8
THE ASSOCIATION

- 8.1 All persons owning condominium parcels (owners) whose interest is evidenced by the recordation of a proper instrument in the public records of Pinellas County, Florida, shall automatically be members of the Association and such membership shall automatically terminate when such persons have divested themselves of such interest.
- 8.2 An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote, which vote shall be cast by the voting member.
- 8.3 There shall not be more than two hundred thirty five (235) voting members at any one time and each may cast one (1) vote. A person or entity owning more than one (1) condominium parcel may be designated as a voting member for each such condominium parcel which they own.
- 8.4 All of the affairs, policy, regulations, and property of the Association shall be controlled and governed by the Board of Directors of the Association.

ARTICLE 9
AMENDMENT OF DECLARATION

- 9.1 This Declaration may be amended by affirmative vote of fifty-one percent (51%) of the total voting interests of the Association, pursuant to the Bylaws; provided, however, that no amendment shall be made which shall in any manner impair the security of an institutional mortgagee having a mortgage or recreational improvement agreement or other liens against any one or more condominium parcels, or any other record owners of liens thereon.
- 9.2 However, no amendment shall change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to such unit, nor change the proportion or percentage by which the owner of the parcels shares the common expenses and owns the common surplus, unless the record owner thereof and all record owners of liens thereon shall join in the execution of the amendment.

ARTICLE 10
TYPE OF OWNERSHIP

Ownership of each condominium parcel shall be by Warranty Deed conveying fee simple title to each condominium parcel. There shall be included in each parcel the undivided share in the common elements herein specified.

ARTICLE 11
ASSESSMENTS, LIABILITIES, LIEN AND PRIORITY, INTEREST, COLLECTIONS

- 11.1 The Association, through its Board of Directors, subject to the provisions of the Bylaws applicable thereto, shall have the power to fix and determine from time to time the sums necessary to provide for the common expenses of the condominium property, including the expense allocable to services being rendered by a management company with which

the Association may contract. The assessments shall include hazard and liability insurance premiums. A unit owner, regardless of how title is acquired, including without limitation, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

- 11.2 Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest rate allowed by law until paid.
- 11.3 The Association may impose a late fee, in addition to interest, as allowed by law, on any unpaid assessments. All payments on account shall be first applied to interest, then to late payment fees and attorney's fees, then to costs, and finally to unpaid assessments, in such manner as determined by law. No payment by check is deemed received until the check has cleared.
- 11.4 The Association shall have a lien on each condominium parcel for any unpaid assessments and interest thereon against the unit owner of such condominium parcel until paid. Such lien shall also secure the costs of recording the claim of lien, any late fees, interest, attorneys' fees, and other costs of collection incurred, such as title search expenses, and all court costs, including, but not limited to, filing and service of process fees, reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, including same if an appeal are also secured by the lien and recoverable from the unit owner in addition to the unpaid assessment.
- (A) Such liens shall be effective from and after the time of recording in the public records of Pinellas County, Florida of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall secure monies due at the time of filing of such lien, and any monies coming due thereafter until paid in full. Such liens shall relate back to the date that the original Declaration of Condominium was recorded, and shall be superior to all subsequent liens other than first mortgages. Such claims of lien shall be signed and verified by an officer or agent of the Association, and shall then be entitled to be recorded. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien.
- (B) The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interests of the Association. Suits to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same. Said lien shall be effective as and in the

manner provided by the Condominium Act and shall have the priorities established thereby.

- 11.5 Liens for assessments may be foreclosed by suit brought in the name of the Association in the manner of a foreclosure of mortgage on real property, as more fully set forth in the Condominium Act. The Association may bid at any sale and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced, and to acquire and hold, lease, mortgage and convey the same.
- 11.6 A first mortgagee or its successor or assignees who acquire title to a unit by foreclosure, or by deed in lieu of foreclosure, shall be liable for the unpaid assessments, and any other monetary amounts that came due against the unit, prior to the mortgagee's acquisition in the manner determined and set forth in the Florida Statutes, as amended from time to time. A mortgagee acquiring title to a condominium parcel as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.
- 11.7 Any person who acquires an interest in a unit including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.
- 11.8 Any unit owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which it has a lien. Any person, other than the owner who relies upon such certificate shall be protected thereby.
- 11.9 The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to any unit owner or group of unit owners, or to any third party.
- 11.10 Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a condominium unit.
- 11.11 Except as set forth herein, no unit owner may be excused from the payment of his proportionate share of the common expense of a condominium unless all unit owners are likewise proportionately excused from such payment.
- 11.12 If any assessment or installment shall remain unpaid when due for a period of thirty (30) days, and a claim of lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the unit's annual assessment, and all special assessments for that fiscal year, as if said balance had originally been due on the date the claim of lien was recorded. The Association's claim of lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorneys' fees

and costs as provided by law; and said claim of lien shall not be satisfied or released until all sums secured by it have been paid.

ARTICLE 12 MAINTENANCE

The responsibility for the maintenance of the condominium units and parcels as it may apply hereafter, with the exception of those responsibilities for maintenance as provided for by the Association shall be as follows:

12.1 By the Association: The Association shall maintain, repair, and replace at the Association's own expense:

- (A) All portions of the common elements, including Recreational Facilities.
- (B) All conduits, ducts, plumbing, wiring, water and sewer lines, and other facilities for the furnishing of utilities services of the condominium unit, save and except maintenance of any easements granted to Florida Power Corporation, General Telephone Company, and/or their assignees, and for use by any public and/or private utilities. The water and sewer lateral lines shall be the responsibility of the Association as it relates to any maintenance, repairs, and/or replacement, notwithstanding any other provision herein to the contrary.
- (C) All palm trees planted or replaced by the Association except those within unit planter boxes. Specifically included are:
 - (1) Those which are on the property lines between the condominium lots or on a corner of a corner condominium lot and within six (6) feet of the inner line of the street sidewalks.
 - (2) Main Entrance (Burnt Bark Drive).
- (D) Maintenance by the Association shall include trimming, fertilizing, and replacement of the palm trees as deemed prudent or necessary by the Association.

12.2 By Each Unit Owner: The responsibility of the unit owner shall be as follows:

- (A) To maintain in good condition, repair and replace, at his expense, all portions of the unit, including any improvement placed thereon which shall include but not be limited to the following:
 - (1) Repair of water leaks within the unit or within any improvement placed on the unit.
 - (2) Repair any and all gas and/or electrical defects, as the case may be, within the unit or any improvement placed on the unit.

- (3) Repair any and all air conditioning and heating equipment, including all thermostats, ducts and installations, within any improvements placed on the unit.
- (B) To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.
- (C) Any owner of any unit who has a carport attached to such unit shall be responsible for the maintenance and upkeep of the carport.
- (D) To maintain in good condition and repair and replace at his expense all portions of the unit. Such shall be done without disturbing the rights of the other unit owners.
- (E) No condominium parcel owner shall make any alterations in the portions of the unit which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety of the unit or impair any easements or vary the appearance of said unit without first obtaining approval from the Board of Directors of the Association.

ARTICLE 13 ENFORCEMENT OF MAINTENANCE

In the event any owner fails to maintain his unit as required above, the Association or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions, and shall be entitled to recover all costs and attorneys' fees incurred; provided, however, the Association shall have the right to have its employees or agents enter the unit in order to prevent damage to the common elements or other units, if an owner has failed to correct a condition. The costs incurred by the Association in connection with entering a unit to perform the unit owner's maintenance obligations shall be assessed against the unit and may be recovered from the owner of the unit in the same manner as regular assessments hereunder.

ARTICLE 14 INSURANCE

The insurance which shall be carried upon the condominium property and the property of the condominium parcel owners shall be governed by the following provisions:

- 14.1 All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the condominium parcel owners and their institutional mortgagees, as their interests may appear, and provisions shall be made for the issuance of certificate of mortgagee endorsements to the institutional mortgagees. The above insurance provision specifically does not include coverage of a mobile home or on personal property, personal liability and/or living expenses of any condominium unit owner.

14.2 Coverage:

- (A) Casualty: Except as otherwise provided herein, the Association shall obtain and maintain fire and extended coverage insurance with a responsible insurance company upon all of the insurable improvements of the entire condominium, including Association property, the common elements, and the personal property of the Association. Such coverage shall always meet the minimum level of adequate coverage required by Section 718.111(11), or the applicable provisions of the Florida Statutes.
- (B) Each unit owner shall be responsible for insuring personal property placed upon the unit; included but not limited to the mobile home residence and associated improvements, ceiling, floor and wall coverings, and electrical fixtures, appliances, air conditioning and heating equipment, water heater, and built-in cabinets to the extent these items are located within the unit boundaries, and for such of the afore-stated equipment if the same is located outside the unit boundaries, provided it serves only the condominium unit and is the maintenance responsibility of the unit owner; and any improvements made within the unit which are not covered by the Association policy. The owners shall also be responsible to insure any portion of the condominium property which may be removed from Association insurance responsibilities by virtue of future amendments to Section 718.111(11), Florida Statutes.
- (C) Liability Insurance: The Association shall obtain and maintain public liability insurance covering all of the common elements and Association property and insuring the Association and the unit owners as their interest may appear in such amount as the Board of Directors may deem appropriate. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The unit owners shall have no personal liability upon such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess unit owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each unit owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about the owner's unit, as the owner may deem appropriate.
- (D) Worker's Compensation: Such worker's compensation coverage as may be required by law.
- (E) Other Insurance: Such other insurance as the Board of Directors may from time to time deem to be necessary, including but not limited to Errors and Omissions Officers and Directors Liability insurance coverage, flood insurance, and insurance for the benefit of its employees.

- (F) Deductible and Other Insurance Features: The Board of Directors shall establish the amount of the deductible under the insurance policies, and other features, as they deem desirable and financially expedient, in the exercise of their business judgment.
- 14.3 Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.
- 14.4 All insurance policies purchased by the Association shall be for the benefit of the Association and the condominium parcel owners and their institutional mortgagees as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association. Proceeds on account of damages to common elements shall be held as property of the condominium parcel owners in accordance with the percentages herein specified.
- 14.5 In the event a loss occurs to any improvement within any of the units alone, without any loss occurring to any of the improvements within the common elements, payments under the insurance policies shall be made to such unit owners and any institutional mortgagees holding mortgages on said units, if there be mortgages on said units, as their interests may appear, and it shall be the duty of those condominium parcel owners to effect the necessary repairs to the improvements within their respective units. For purposes of this paragraph a mobile home shall specifically be excluded.
- 14.6 In the event that loss occurs to improvements within common elements, or to improvements within the common elements alone, payment under the insurance policies shall be made jointly to the Association and the first mortgagees holding mortgages on the units, and the proceeds shall be expended or disbursed as follows:
- (A) If the institutional mortgagees agree, all payees shall endorse the insurance company's check to the Association and the Association will promptly contract for the necessary repairs to the improvements within the common elements. In the event the insurance proceeds are insufficient to repair all of the improvements within the common elements, the unit owners shall be subject to a special assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within the common elements.
- (B) In the event all institutional mortgagees do not agree to the endorsement of the proceeds as provided above, all payees shall endorse the insurance company's check to the institutional first mortgagees owning and holding the oldest recorded mortgage encumbering any one or more unit, which institutional mortgagee shall hold the insurance proceeds in escrow and the escrow agent (should there be no such institutional mortgagee or none with legal capacity to perform such escrow, then the payee shall endorse the insurance check to the Association as escrow agent) shall disburse the funds as follows:

- (1) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the common elements and provided all institutional mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose, the improvements shall be completely repaired and restored. In this event, the Association shall negotiate and obtain a reputable contractor willing to do the work on a fixed price basis. The escrow agent shall disburse the insurance proceeds and other funds held in escrow in accordance with the progress payments contained in the construction contract between the Association and the contractor, which contract shall be subject to the prior written approval of the escrow agent.
 - (2) In the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction, but the insurance proceeds are not sufficient to repair and replace all of the improvements within the common elements, a membership meeting shall be held to determine whether or not to abandon the condominium project or to levy a uniform special assessment against each unit and the owners thereof as their interests appear, to obtain the necessary funds to repair and restore the improvements within the common elements. In the event the majority of the voting members vote in favor of the special assessment, the Association shall immediately levy such assessments and the funds received shall be delivered to the escrow agent and disbursed as provided above. In the event the majority of the voting members are opposed to the special assessment and one hundred (100%) percent vote for abandonment of the condominium project, the insurance proceeds shall be disbursed in accordance with the percentages allocable to each unit as per paragraph 7.1 of this Declaration of Condominium, and the condominium project may be terminated as provided for herein below.
- 14.7 If there has been loss or damage to the common elements and the insurance proceeds available are inadequate to repair and reconstruct same, and if the majority of the voting members vote against levying the special assessment referred to above, and one hundred (100%) percent vote to abandon the condominium project, same shall be abandoned subject to the provisions herein. As evidence of the members' resolution to abandon, the president and secretary of the Association shall effect and place in the public records of Pinellas County, Florida, an affidavit stating that such resolution was properly passed, to which a copy of the consent of the unit owners and holders of all liens shall be affixed.
- 14.8 Under all circumstances, the Board of Directors of the Association hereby has the authority to act as the agent of all owners for the purpose of compromising or settling insurance claims for damage to improvements within units or common elements, subject to the approval of any institutional mortgagee of the premises damaged.
- 14.9 In the event an institutional mortgagee requires any form of flood insurance as a condition to granting a mortgage and/or any other form of financing on all or any portion

of this condominium, then in such event it shall be the obligation of the Association to obtain such insurance on the condominium units and make whatever assessments are necessary for this purpose.

- 14.10 Loss Less Than "Very Substantial": Where a loss or damage occurs to the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the owners to repair, restore, and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":
- (A) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.
 - (B) If the damage or loss is limited to the common elements, and if such loss or damage to the common elements is less than Three Thousand (\$3,000.00) Dollars, the insurance proceeds shall be endorsed over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.
 - (C) If the damage or loss is in excess of Three Thousand (\$3,000.00) Dollars, the insurance proceeds shall be disbursed to the Association for the repair and restoration of the property upon the written direction and approval of the Association, and provided, however, that upon the request of an institutional mortgagee, the written approval shall also be required of the institutional mortgagee owning and holding the first recorded mortgage encumbering a unit, so long as it owns and holds any mortgage encumbering the common elements. Should written approval be required, as aforesaid, it shall be said institutional mortgagee's duty to give written notice thereof to the insurance company. The insurance company may rely upon the certificate of the Association and the aforesaid institutional mortgagee, if said institutional mortgagee's written approval is required as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of Mechanics' Liens to the Association and execute any affidavit required by law or by the Association or by the aforesaid institutional mortgagee.
 - (D) Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repairs and restoration of the premises.
 - (E) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost of the common elements thereof, if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special assessment against all owners in proportion to the owners' share in the common elements, for that portion of the deficiency as is attributable to the cost of restoration of the common elements. The special assessment funds shall be held by the Association and added by said Association to the proceeds available for the repair and restoration of the property.

- (F) In the event the insurance proceeds are insufficient to pay for the cost of restoration and repair of the common elements, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty so that sufficient funds are on hand to fully pay for such restoration and repair, then no institutional mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan, provided, however, that this provision may be waived by the Board of Directors in favor of any institutional mortgagee upon request therefor, at any time.

14.11 “Very Substantial” Damage: As used in this Declaration, or any other context dealing with this Condominium, the term “very substantial” damage shall mean loss or damage whereby three-fourths (3/4) or more of the total common elements space in the condominium is rendered untenable, or loss or damage whereby seventy-five (75%) percent or more of the total amount of insurance coverage placed as per paragraph 19A. hereinabove becomes payable. Should such “very substantial” damage occur, then:

- (A) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration of the common elements thereof.
- (B) The provisions hereinabove shall not be applicable to any institutional mortgagee who shall have the right, if its mortgage so provides, to require application of the insurance proceeds to the payment of reduction of its mortgage debt. The Board of Directors shall ascertain as promptly as possible the net amount of insurance proceeds available for restoration and repayment of the common elements.
- (C) Thereupon a membership meeting shall be called by the Board of Directors of the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to the abandonment of the condominium project, subject to the following:
- (1) If the net insurance proceeds available for restoration and repair of the common elements, together with the insurance proceeds of the common elements, together with the insurance proceeds paid over to the institutional mortgagees, are sufficient to cover the cost thereof, so that no special assessment is required, then the common elements shall be restored and repaired, unless one hundred (100%) percent of the total votes of the members of the condominium shall vote to abandon the condominium project, in which case the condominium property shall be removed from the provisions of the law, pursuant to the Condominium Act.
 - (2) If the net insurance proceeds available for restoration and repair of the common elements, together with funds advanced by owners to replace insurance proceeds paid over to the institutional mortgagees, are not

sufficient to cover the cost thereof, so that a special assessment will be required, then, if one hundred (100%) percent of the total votes of the members of the condominium vote against such special assessment and to abandon the condominium project, then it shall be so abandoned and the property removed from the provisions of the law pursuant to the Condominium Act as amended. In the event one hundred (100%) percent of the total votes of the members of the condominium vote in favor of the special assessment, the Association shall immediately levy such assessment, and thereupon the Association shall proceed to negotiate and contract for such repairs and restoration of the common elements, subject to the provisions contained herein. The special assessment fund shall be retained by the Association and added to the proceeds from insurance available for the repairs and restoration of the common elements. The proceeds shall be disbursed by the Association for the repairs and restoration of the common elements as provided for herein. To the extent that any insurance proceeds are paid over to such institutional mortgagee, and in the event it is determined not to abandon the condominium project and to vote a special assessment, the unit owner shall be obliged to replenish the funds so paid over to such institutional mortgagee, and said owner and his unit shall be subject to special assessment for such sum.

- (D) In the event any dispute shall arise as to whether or not “very substantial” damage has occurred, it is agreed that such a finding made by the Board of Directors of the Association shall be binding upon all unit owners.

ARTICLE 15 CONVEYANCE, SALES, RENTALS, LEASES AND TRANSFERS

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

- 15.1 In order to promote owner occupancy of properties, and in addition to any other restrictions contained in this Declaration, no persons, corporations, or other legal entities may acquire title to more than two (2) units in the Condominium. This shall apply to any companies or entities that are related to the owner of another unit, such as those that have common officers, directors or partners, or where companies owning units have majority stockholders that also own other properties. This limitation will also apply to indirect acquisition of units by individuals, so as to prohibit a member of an immediate family (including spouses) from acquiring a unit when other members of the family own two (2) units. If any person or entity acquires a second unit, one unit must be leased and the owner must occupy the other unit. Any transfer that is made in violation of this provision may be set aside by the Association, and both parties to any such transaction will be jointly and severally liable for all costs and attorneys’ fees incurred by the Association as a result of any prohibited transfer. In the event of any question regarding the

applicability of this section to a proposed transfer, a request in writing is to be made for clarification by the Board of Directors prior to the date of any such transfer.

- 15.2 Additionally, no more than two individuals may hold an ownership interest in any unit, in order to prevent problems associated with fractional or multiple ownership of units. An exception may be permitted by the Board of Directors where title to a unit is to be held by more than two persons, if this is done for purposes of estate planning through rights of survivorship, and if all owners are immediate family members. Units currently owned by more than two persons will be grandfathered in, and will be permitted to retain their current ownership status. Upon the sale of such unit, however, the purchasers must comply with all restrictions in effect at that time.
- 15.3 Transfers and Leasing. In order to insure a community of congenial residents and thus protect the value of the units, the sale, leasing, rental and transfer of units by any owner shall be subject to the following provisions:
- (A) Transfers. No owner may dispose of a unit or any interest therein by sale without approval of the Association. Prior to any sale or transfer of any unit to any person other than the owner's spouse, the owner shall give written notice to the Board of Directors of the anticipated closing date, a photocopy of any purchase agreement, the name and address of the person(s) to whom the proposed sale or transfer is to be made, and such other information as may be reasonably required by the Board of Directors. The owner may also be required to pay a reasonable application fee in connection with the proposed transfer, and the new purchaser(s) shall make himself or herself available for a personal interview by the Board of Directors or committee of the Association prior to the approval of such transfer. The Association shall conduct a background check on all proposed applicants. Within ten (10) days after all information reasonably requested by the Board of Directors has been received, along with the application fee as may be established from time to time by the Association, the Board of Directors shall either approve or disapprove of a proposed sale or transfer and shall notify the owner in writing of its decision; failure of the Board of Directors to notify the owner within such ten (10) days shall be deemed approval. The unit owner must provide to the buyer a copy of the governing documents and any other disclosures required by the Florida Statutes.
- (B) Leasing.
- (1) All leases and occupancy of a unit shall be subject to prior approval of the Association.
 - (2) No lease shall be for a period of less than three (3) consecutive months.
 - (3) Within a reasonable time, not less than twenty (20) days prior to the commencement of the proposed lease term, a unit owner or his agent shall apply to the Association for approval of such lease on the application form prescribed by the Association, and pay such application fee as established

by the Board of Directors from time to time, not to exceed any limitation imposed by the Florida Statutes. The owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease, and the prospective lessee shall make himself or herself available for a personal interview by the Board of Directors or committee of the Association prior to the approval of such lease. The Association shall conduct a background check on all proposed applicants. No lease renewals, subleasing, assignment of a lease, or any change in occupancy, is permitted without further application and approval from the Board of Directors. It shall be the owner's obligation to furnish the lessee with a copy of governing documents and any other disclosures required by the Florida Statutes.

- (4) As a condition of approval of a lease, the owner(s) and tenant(s) may be required to sign a lease addendum prepared by the Association, which shall contain an agreement by the tenant to comply with the governing documents of the condominium and shall contain a provision appointing the Association as agent for the owner, to enable the Association to act on behalf of the owner to enforce the lease, including eviction of the tenant as deemed necessary. If a lease addendum is not executed, the lease shall be deemed to include such provisions. The owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease, lease addendum or any of the foregoing provisions.
 - (5) As an additional condition of approval of a lease, the Association may require that the lessee place a security deposit, not to exceed the maximum amount permitted by law, into an escrow account maintained by the Association which shall protect against damages to the common elements or Association property.
 - (6) It shall be the duty of the Association to notify the unit owner of approval or disapproval of a proposed lease within twenty (20) days after receipt of the application on the prescribed form with the application fee and all required information, provided that this time frame may be extended until the personal interview of the proposed lessee(s) has taken place.
- (C) Reasons for potential disapproval of a transfer or lease include, without limitation:
- (1) A prior criminal record, which indicates a potential threat to the health, safety, or welfare of the community, including any pleas of no contest.
 - (2) A history evidencing actions which indicate a disregard for, or indifference concerning, rules and regulations associated with community living.

- (3) Providing untimely, false, or incomplete information in connection with the application.
 - (4) Delinquent monetary obligations owed to the Association.
- (D) Disapproval. If a proposed transfer or lease is disapproved by the Association, the unit owner shall be advised in writing and the transfer or lease shall not be made. The Association has neither the duty to purchase or lease such unit, nor to provide an alternate purchaser or lessee, nor assumes any responsibility for the denial of a transfer or lease.
- (E) Other Transfers. If any unit owner shall acquire his title by gift, devise, inheritance, judicial sale, or any other transfer not stated herein, the occupancy of the unit shall be subject to the approval of the Association in the same manner as a lease as set forth above.
- (F) Corporate Purchasers. If the purchaser of a unit is a corporation, the approval of ownership by the corporation may be conditioned upon the designation of an individual to act as a corporate representative, and approval of all persons occupying the unit in the same manner as a lease as set forth above.
- (G) Visitor and Guest Occupancy. A “visitor” shall be defined as an individual who visits a unit while the owner is present and from whom no compensation is received in connection with the occupancy. A “guest” shall be defined as an individual who occupies a unit in the absence of an owner for a short period of time, and from whom no compensation is received in connection with the occupancy. Owners and approved lessees are not restricted as to the frequency of visitors in a unit, so long as an owner or approved lessee is occupying the unit during the entire period of time that such visitors are present. Lessees are not permitted to have guests occupying their unit in their absence.
- (1) Any guests occupying a unit in the absence of an owner must be registered with the Association at least three (3) days prior to the arrival of such guests. All guests are presumed to have knowledge of, and agree to comply with the Association’s restrictions. This restriction shall also apply to “day-stays” where guests occupy a unit in the absence of the owner on a regular basis even if such guests do not stay overnight in the unit. The Association shall have the right to prohibit any guests who violate the governing documents from occupying a unit in the absence of the owner for any period of time.
 - (2) Where an owner has permitted occupancy of a unit by any guests(s) in the absence of the owner for more than fourteen (14) consecutive days or more than thirty (30) days in a calendar year, such occupancy shall be subject to approval by the Association in the manner required for tenants as set forth above, even if no compensation has been received for the use

of the unit. Successive usage by the same individual(s) or family, or movement from one unit to another in order to circumvent this restriction will not be permitted.

- (3) Notwithstanding the foregoing, the Association may adopt rules and regulations permitting the extended guest occupancy of immediate family members without the need for registration and/or approval as stated herein.
- (H) When a unit is leased, or occupied in the absence of the owner, only the current occupant(s) of the unit shall have the right to use the common elements and association property, to the exclusion of the non-resident party, regardless of whether the non-resident party is the owner of the unit. Dual use of the common elements or association property when a unit is leased or occupied by a guest in the absence of the owner is prohibited.
- (I) Prohibition on Sexual Predators and Offenders. Neither “sexual predators,” nor “sexual offenders,” as those terms are defined by the Florida Statutes, shall be permitted to occupy any unit, at any time, whether he or she is an owner, tenant or guest, for any period of time, regardless of whether an owner or approved lessee is also occupying such unit. Any sale, transfer, or conveyance made in violation of this provision shall be void, and the Association may institute suit to remove such individual from the condominium property. Notwithstanding the foregoing, in no event shall the individual directors, or the Association, be liable to an owner, resident, tenant, guest or other persons on the premises for the failure to discover the criminal history of an occupant.
- (J) Mortgage. No unit owner may execute a mortgage against his unit to any entity other than a commercial lender, bank, life insurance company, or federal savings and loan association, without the approval of the Association, which shall not be unreasonably withheld.
- (K) Exceptions. The foregoing provisions shall not apply to the Association if it acquires title to a unit through foreclosure of a lien for assessments. Neither shall such provisions require the approval of a purchaser who acquires the title to a unit at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, an execution sale, foreclosure sale, judicial sale, or tax sale; however, the leasing and occupancy of the unit after such acquisition shall be governed by all remaining provisions hereunder.
- (L) Unauthorized Transactions. Any sale, mortgage, lease or occupancy of a unit, which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Board of Directors, and the Association may institute suit to remove the unauthorized occupant(s) from the condominium property, in which event the unit owner violating this paragraph shall be liable for

all court costs and reasonable attorneys' fees incurred by the Association, including fees which may be incurred in pre-suit enforcement efforts, and on appeal.

- 15.4 Age Restriction. It is the intention of the Association to qualify for the exemption to the Fair Housing Act by providing housing for older persons as defined in Section 807(6)(2)C of the Federal Fair Housing Act (1988). Not less than eighty (80%) percent of the units shall have a least one (1) permanent occupant who is of age fifty-five (55) years or older, and all permanent occupants must be at least eighteen (18) years of age. The remaining twenty percent (20%) of the units shall be occupied by at least one (1) person who is fifty-five (55) years of age or older, or any person obtaining title and possession by devise, bequest, or inheritance, or persons (and their family) who provide substantial duties directly related to the management or maintenance of the property, or the surviving spouse or co-habitant under age fifty-five (55) when the over age fifty-five (55) member of a household dies or otherwise leaves the unit. The term "permanent occupants" shall include all persons occupying the unit except temporary guests. "Temporary guests" shall be defined as those persons present in the unit: (1) when the unit owner or approved tenant is also present in the unit; and (2) for not more than four (4) weeks during any calendar year.
- (A) The Board of Directors shall promulgate, from time to time, such rules, regulations and procedures as are necessary to insure compliance with this restriction and consistent with an intent to comply with Section 807(b)(2)C of the Federal Fair Housing Act (1988).
- (B) This restriction shall not apply to any non-complying unit occupants residing in a unit on February 24, 1989 when this restriction was approved by the members of the Association.
- 15.5 It shall also be a common expense of the Association should it decide to provide significant facilities or services specifically designed to meet the physical or social needs of older persons. In the event the fair housing laws are amended in a manner which causes the age restriction of fifty-five (55) years of age or older, as established herein, not to be in compliance with the applicable laws, as amended, then the age restriction of fifty-five (55) years of age or older shall be deemed amended effective on the day the amended applicable laws become effective to be that age which will result in compliance with the applicable laws, as amended.
- 15.6 In the case of the death of the owner of a condominium parcel, the surviving spouse, if any, and if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his/her death, may continue to occupy the said condominium parcel; and if such surviving spouse or other member or members of the deceased owner's family shall have succeeded to the ownership of the condominium parcel, the ownership thereof shall be transferred by legal process to such new owner. In the event said decedent shall have conveyed or bequeathed the ownership of his/her condominium parcel to some designated person other than the surviving spouse or

members of his/her family as aforesaid, or if some other person is designated by such decedent's legal representative to receive the ownership of the condominium parcel, or under the laws of descent and distribution of the State of Florida the condominium parcel descends to some person or persons other than his/her surviving spouse or members of his/her family as aforesaid, the Board of Directors of the Association shall within thirty (30) days of notice served upon the president or any other officers of the Association of proper evidence of rightful designation of such devisee of decedent, express its refusal or acceptance of the individual so designated as owner of the condominium parcel. If the aforesaid Board of Directors of the Association shall consent, in writing, ownership of the condominium parcel may be transferred to the person so designated, who shall thereupon become the owner of the condominium parcel, subject to the provisions of this enabling Declaration and the Bylaws of the Association. If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above-mentioned thirty (30) days to purchase, for cash, the said condominium parcel at the then fair market value thereof. In the event a dispute arises as to what should be considered fair market value of the condominium parcel as provided for herein, then the time requirements for approval or disapproval of a proposed sale and other notice requirements as set forth herein in this paragraph shall be abated until a final decision has been made by an appraiser appointed by a Judge of the Circuit Court in and for Pinellas County, Florida, upon ten (10) days' notice of petition of any party in interest. The expense of appraisal shall be paid by the seller or the legal representative of the seller out of the amount realized from the sale of such condominium parcel. In the event the then members of the Association do not exercise the privileges of purchasing said condominium parcel within such period and upon such terms, the person or persons so designated may then, and only in such event, take title to the condominium parcel, or such person or persons or the legal representative of the seller may sell the said condominium parcel, but the sale shall be subject in all other respects to the provisions of this enabling Declaration and the Bylaws of the Association.

ARTICLE 16 RESTRAINT UPON SEPARATION AND PARTITION

Any transfer of a condominium parcel must include all elements thereof as aforesaid, and appurtenances thereto, whether or not specifically described, including, but not limited to, the condominium parcel owner's share in the common elements and his Association membership.

ARTICLE 17 OBLIGATIONS OF MEMBERS

The use of the condominium property shall be in accordance with the following provisions so long as the condominium exists upon the land. These restrictions shall be covenants running with the land of the condominium. In addition to the following, the Board of Directors may adopt reasonable rules and regulations relating to the use and occupancy of the condominium property in accordance with the terms hereof.

- 17.1 Responsibility. Each unit owner shall be responsible for ensuring that the unit owner's family, guests, invitees, tenants and occupants comply with all provisions of the Association's governing documents. Furthermore, each owner and occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the owner's family, guests, tenants or occupants, as a result of such person's violation of the Association's governing documents, the Association may take action against the owner as if the owner committed the violation in conjunction with the owner's family, guests, tenants or occupants.
- 17.2 Single Family Use. No unit shall be used for any purpose other than single family residential use. Single family shall mean no more than four (4) persons who are all related by blood, marriage, legal adoption, or fostering; or no more than two (2) unrelated persons living and cooking together as a single housekeeping unit.
- 17.3 The condominium units may not be used for business use or for a commercial use whatsoever. Business use of a residence which shows signs of commercial activity is prohibited in the condominium, and shall not be conducted, maintained or permitted on any part of the condominium property, or in any condominium unit. Business use shall mean, and be defined as, any use which shows or tends to show commercial activity from a unit, including, but not limited to, regular sales or pick-up or delivery of supplies, materials, partially or completed goods, or any physical or tangible use which evidences any commercial activity whatsoever, including signage. Business not requiring visitation of customers, clients, vendors, or suppliers shall be allowed, provided they are incidental to the primary use of the unit for single family residential purposes, but only if confined solely within their unit, and provided they meet the requirements herein. Such incidental businesses contemplated by this provision include home offices for professionals, such as accountants, real estate agents, and other persons who deal primarily in services and whose clients do not visit or make use of the premises. No activity shall be permitted that results in a significant increase in pedestrian or vehicular traffic in the condominium, or increases the insurance risk of the other owners or the Association, or if the activity constitutes a dangerous activity.
- 17.4 No unit owner shall permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements, or which will obstruct the rights or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements. Any conduct creating a disturbance on the condominium property requiring police intervention shall be presumed a nuisance and a violation of this provision.
- 17.5 All unit owners, residents and guests shall conform to and abide by the Governing Restrictions in regard to the use of the units and the common elements, which may be adopted in writing from time to time by the Board of Directors of the Association and to see that all persons using owner's property, by, through or under him do likewise.

- 17.6 Unit owners and residents shall allow the Board of Directors or the agents and employees of the Association to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to another unit or units.
- 17.7 Only one "for sale" sign may be displayed neatly on the premises of each unit, pursuant to Board regulations on size, design, location and content, except that an "open house" sign or an information sign is permitted, provided that the lot owner or his/her agent is present when the sign is displayed. No "for rent", "for lease", or political signs are permitted at any time. Board or Social Club sanctioned signs, such as meeting notices, and notices of Board or Committee sanctioned events, are permitted. No sign may be placed within or upon a window of a unit which can be seen from the exterior of the unit, except for the "Blue Star" or "Gold Star Service Banner" designating a family member in the armed services or lost at war. All other signs, flags, banners, etc., not designated herein, are expressly prohibited. Team flags may be flown on game day only (professional or college sports teams, etc.). Any unit owner may display one portable, removable United States flag and one official flag representing the United States Military in a respectful way, provided such flags are not larger than 4-1/2 feet by 6 feet. State or nationality flags are also permitted, provided they are likewise portable and removable, and not larger than 4-1/2 feet by 6 feet. Holiday, welcome, seasonal and decorative flags, neatly displayed, are also permissible. The foregoing notwithstanding, no more than two (2) flags and banners, not including the United States flag, may be flown from the premises of any unit and any signs, flags, banners, etc. displayed on a unit that may be deemed inappropriate or offensive (due to racial or gender bias, profane or disrespectful language or images, etc.) are expressly prohibited and may be removed by the Association. The determination as to whether a sign, flag, or banner is inappropriate or offensive shall be made in the reasonable discretion of the Board of Directors, and shall be conclusive.
- 17.8 No Owner shall repair or restore any permitted vehicle on any unit or on the common elements, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. Minor maintenance of a private passenger vehicle shall be allowed in the owner's covered area provided such vehicle does not remain inoperable for more than forty-eight (48) hours.
- 17.9 Parking shall be limited to passenger carrying vehicles. No commercial vehicles; other objectionable vehicles that may be defined in rules adopted by the Board; for-hire vehicles; construction, farm, or like equipment; ambulances; buses; vans other than conversion vans; trucks; trailers; semi-trailers; truck-tractor and semi-trailer combinations; mobile homes; recreational vehicles, including, but not limited to travel trailers, camping trailers, truck campers, and motor homes; or off road vehicles except golf carts shall be permitted on any unit or on the common elements. Washing of any vehicle shall be allowed on the premises.

- (A) Boats shall be interpreted as meaning: Anything manufactured, designed, marketed, or used as a craft for water flotation, capable of carrying one or more persons, or personal property. It shall include water scooters, wave runners, and jet skis.
- (B) Commercial vehicles shall be interpreted as meaning: All vehicles of every kind whatsoever, which from viewing the exterior of the vehicles or any portion thereof, shows or tends to show any commercial markings, signs, displays, equipment, inventory, apparatus or which otherwise indicates a commercial use. Inclusive within this interpretation would be vehicles which carry tools, equipment, inventory, cargo, or other material used in commerce, which are uncovered and in public view.
- (C) Recreational vehicles shall be interpreted as meaning: All vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices of any kind whatsoever, primarily manufactured, designed, marketed or used for the purpose of camping, recreation or temporary living quarters of people or their personal property for camping, recreational, or travel use, whether self-propelled (built on a motor vehicle chassis, i.e. motor home type), or not. Examples of vehicles meeting this criteria, but not exclusive of others, are vehicles which contain shower facilities, restroom facilities, full cooking facilities, and pop-up campers. It shall not include a standard size van, designed primarily for passenger carrying purposes, despite additions such as an air-conditioning unit, provided there are no objective signs of intended recreational use.
- (D) Trailer (including its use with the terms "House Trailer" and "Boat Trailer") shall be interpreted as meaning: Any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed or used to be coupled to, or drawn by, a motor vehicle.
- (E) Trucks shall be interpreted as meaning: Any vehicle not otherwise specifically prohibited herein (such as tractors, recreational vehicles, trailers, boats, and commercial vehicles) which is not used primarily as a conventional passenger motor vehicle, and which does not have a body style consisting of two doors, four doors, hatchback, convertible, station wagon, van or minivan design. It shall specifically include vehicles which are designed or used principally for the carriage of goods, which has a compartment or bed for carrying cargo as opposed to passengers (not including the traditional pick-up truck so long as it is not greater than 3/4 ton, and no items are placed in the compartment or bed), whether or not the compartment or bed is covered in such a way that items placed within same cannot be seen from public view. It shall not include enclosed sport utility vehicles, provided they are in a condition substantially similar to that which existed when they were sold by the manufacturer. If sport utility vehicles are modified after sale from the manufacturer (such as, but not limited to, modifications which increase the vehicle's height; the addition of off-road tires; or the addition of roll bars which can be seen from public view), the Board of

Directors may determine the vehicle to be a truck as defined herein, and require its removal from the common elements, such modifications to be determined on a case by case basis.

- 17.10 Unit owners and residents shall not allow or permit to display laundry or clothing on the condominium units or anywhere within the said units which would be visible from the outside of the units.
- 17.11 Other than street apparel, shorts for both men and women shall be allowed while on or about the premises common property provided that all parties wear appropriate top wear. No one shall be attired in a bathing suit on or about common property unless they are wearing an appropriate cover up and footwear of some type, other than at pool side.
- 17.12 No owner or resident shall make or cause any exterior structural improvements or alteration to the mobile home or remove any exterior additions from the mobile home, or do any act that will impair the exterior structural soundness of the mobile home, without obtaining prior written approval from the Association, which approval shall not be unreasonably withheld. Such exterior improvements and/or alterations shall specifically include but not be limited to, screening, or enclosure or private balconies and/or affixing outside shutters to windows, except storm windows.
- 17.13 No unit owner or resident shall cause to be constructed or built any exterior additional air conditioning or fan equipment attached to the exterior walls, exterior windows, or exterior doors or displayed in such a manner as to be seen from the outside of the mobile home, without obtaining prior written approval from the Association, which approval shall not be unreasonably withheld.
- 17.14 The common elements shall not be obstructed, littered, defaced, or misused in any manner.
- 17.15 No children under the age of eighteen (18) years may reside on the premises except as permitted by the regulations established by the Association; provided that visitation rights of children thirteen (13) years or under shall be permitted from time to time under the regulations established and promulgated by the Association.
- 17.16 With the exception of one (1) domesticated cat as described below, pets shall be permitted only within those condominium units designated as the pet section: Lots # 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 131, 132, 133, 134, 135, 136, 137, 138, 139, and 140. A unit owner may keep no more than one (1) of the following pets in his or her unit at any time, and none other: one (1) domesticated dog or one (1) domesticated cat, either of which must weigh less than fifteen (15) pounds. Small fish, birds, and hamsters are not considered pets by this provision, and are allowed, provided they are properly confined or caged, and provide they are not breed for commercial purposes. No other pets of any kind, nor more than one (1) of the described pets at any time, shall be permitted in any unit. Notwithstanding the above, an owner or

tenant in the no pet section of the park may keep one (1) domesticated cat in residence, provided the cat is kept inside the residence at all times. No other pets of any kind shall be permitted in the no pet section.

- (A) All pets must be registered with the Board of Directors of the Association.
- (B) All animals must be licensed and inoculated as required by law, and owners must abide by all state and local ordinances regarding domestic animals.
- (C) Except as restricted above, those animals that are permitted are only allowed in designated areas of the common elements, and when upon the common elements, they must be leashed. No animals shall be left unattended outside a unit, whether caged, fenced, or tied up in any manner.
- (D) Any pet causing, creating, or contributing to a nuisance or unreasonable disturbance or annoyance or noise shall be permanently removed from the condominium property upon ten (10) days written notice from the Board. The Board's decision that a pet constitutes a nuisance, or that it creates an unreasonable disturbance or annoyance or noise, shall be conclusive.
- (E) The right, hereby granted, shall also be subject to any and all regulations concerning animals that may be established from time to time by the Association. A unit owner shall be responsible for all violations of this Declaration by renters, lessees, guests or other persons of his units, and said unit owner shall be subject to such fines or penalties as the Association imposes for each violation.

17.17 Show no sign, advertisement, or notice of any type on the common elements other than such signs specifically permitted elsewhere herein, or as may be otherwise permitted by the rules and regulations adopted by the Association from time to time.

17.18 Carports and driveways: All condominium unit owners shall provide a concrete driveway of a minimum width of twelve (12) feet with a covered area attached that contains a covered area for parking a motor vehicle. Said motor vehicle parking area shall be a minimum of twenty (20) feet in length undercover, and with the entire covered area not to be less than thirty-six (36) feet in length.

17.19 Satellite. Unit owners and residents shall not place antennas on the exterior of any unit or permit the same to protrude from any unit, except as hereafter provided, and not operate ham radios from any unit or common element. Satellite dishes, aerials, and antennas shall not be permitted, except to the extent required to be permitted by applicable law (including, but not limited to, the Federal Telecommunications Act of 1996). The Association shall have the right and authority, in its sole discretion, and from time to time, to promulgate rules and regulations concerning the size and location of and safety restrictions pertaining to the installation of satellite dishes, aerials and antennas, and all lines and equipment related thereto which shall be permitted. As to any facilities which

are required to be permitted by applicable law, or which may be approved by the Association, the following minimum standards shall be applicable:

- (A) No dishes, antennas, or receivers shall extend to any height or length greater than necessary to receive an acceptable, quality broadcast signal.
- (B) All installations are to be completed in a manner that will cause the least adverse visual impact to the outside of the units and to neighboring properties, while still allowing an acceptable quality signal and not imposing any unreasonable increases in cost. Therefore, if the installation will be visible from the outside of the units or from neighboring properties, the Association may require inexpensive screening or painting in a color compatible with the unit in order to minimize any adverse impact.
- (C) Owners will be required to maintain all installations in a safe and proper manner.
- (D) No owner may install or maintain more than one antenna or satellite dish within or attached to their unit at any time.
- (E) If any portion or section of this Section is determined to be unenforceable or invalid under applicable law, this shall not affect the validity of the remaining provisions.

- 17.20 Any mobile home placed on a vacant condominium unit temporarily or permanently shall be of a width not less than twenty-four (24') nor shall it be more than one (1) year old. There shall not be located a trailer or mobile home not built in accordance with, and satisfying the requirements of the regulation of the American National Standard Institute A-119 1974, and as the same may be changed or amended from time to time.
- 17.21 Unit owners may install hot tubs within their units with prior written approval from the Board of Directors, and in accordance with any standards and guidelines for the installation of hot tubs that may be adopted or amended by the Association from time to time. Any hot tubs installed in a unit must be completely enclosed within the dwelling or such other structure as may be approved by the Association, and locked when not in use.
- 17.22 No statues, adornments, displays, flags or decorations of any kind shall be affixed to or placed on the dwelling roofs.
- 17.23 To protect the privacy and peaceful enjoyment of the Condominium Property by its residents, drones shall not be used anywhere on the Condominium Property (common area or individual units).
- 17.24 Condominium and Personal Property. All parts of the condominium property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist. No exposed storage may be kept on a unit, including in the rear of a unit. No personal items including, but without

limitation, bicycles, carriages, toys, furniture, or any other objects may be stored on the common elements. Any personal property found on the common elements may be removed and disposed of by the Association. The personal property of unit owners and occupants must be kept in their respective units, subject to reasonable restrictions adopted by the Board of Directors. No garments, rugs, towels, clothing, flags and any and all other items shall be hung or displayed from the windows, facades or other exterior portions of any of the dwellings in the condominium.

- 17.25 The use of fireworks (any combustible or explosive device for producing a striking display of light or a loud noise) on the Condominium Property (common area or individual units) is strictly prohibited. This prohibition specifically includes, without limitation, Roman candles, fountains and sparklers.
- 17.26 Regulations. The Board of Directors may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the condominium property. Rules and regulations shall be consistent with the rights and duties established by this Declaration and Bylaws of the Association. These regulations shall be binding upon unit owners, tenants, and occupants. The Association may impose reasonable monetary fines, up to the maximum amount allowed by law, and other sanctions for violations of the Declaration, Bylaws, or rules.

ARTICLE 18 COVENANTS

All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every unit owner and claimant of the land.

ARTICLE 19 INVALIDATION AND OPERATION

- 19.1 Invalidation of any portion of this Declaration or of any provision contained in a conveyance of a condominium parcel whether by judgment or court order or law shall in no way affect any of the other provisions which shall remain in full force and effect.
- 19.2 In the event any court should hereafter determine that any provision as originally drafted herein violated the rule against perpetuities or any other rule 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 of law and for such purpose measuring lives shall be those of the incorporators of the Association.

ARTICLE 20
INTERPRETATION

Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to wit: Chapter 718, as amended, Florida Statutes, as of date hereof.

END OF AMENDED AND RESTATED DECLARATION

LEGAL DESCRIPTIONPINELLAS COUNTY FLA.
OFF. REC. BK 11495 PG 328

Commence at the Southeast corner of the NW1/4 of Section 17, Township 28 South, Range 16 East, Pinellas County, Florida, thence N00°34'00"W, along the East boundary of the SE1/4 of the NW1/4 of said Section 17, 50.00 feet for a point of beginning; thence S89°50'53"W, along the North boundary of State Road 586 (Curlew Road) in accordance with a warranty deed recorded in O.R. Book 1197, page 269 of the Public Records of Pinellas County, Florida, 50.00 feet Northerly of and parallel to the South boundary of the NW1/4 of said Section 17, 994.69 feet to a point of curvature, thence on an arc to the right of 298.57 feet, continuing along the North boundary of said State Road 586, with a radius of 1859.86 feet, subtended by a chord of 298.25 feet, chord bearing N85°14'56"W, to a point on curve; thence N00°34'10"W, 40.00 feet Easterly of and parallel to the West boundary of the SE1/4 of the NW1/4 of said Section 17, 1263.76 feet; thence S89°46'25"E, along the North boundary of the SE1/4 of the NW1/4 of said Section 17, 672.03 feet; thence S00°34'00"E, 175.02 feet; thence S89°46'25"E, along the South boundary of a Florida Power Corporation easement recorded in O.R. Book 1648, page 370 of the Public Records of Pinellas County, Florida, 175.00 feet Southerly of and parallel to the North boundary of the SE1/4 of the NW1/4 of said Section 17, 274.01 feet; thence S00°34'00"W, 175.02 feet; thence S89°46'25"E, along the North boundary of the SE1/4 of the NW1/4 of said Section 17, 345.73 feet; thence S00°34'00"E, along the East boundary of the SE1/4 of the NW1/4 of said Section 17, 1286.00 feet to the point of beginning; containing 37.00 acres, more or less.

And subject to easements across any and/or all of the above described real property, without restrictions as to location, either now existing or hereinafter to be located, which right to locate easements is specifically reserved unto Larson & Sons Developing, Inc. No. 2, a Florida corporation, for such use as may be required for utilities and drainage, including, but not limited to, water, sewer, gas, electric power, telephone, garbage collection and cable television, and for the use of Larson & Sons Developing, Inc. No. 2, a Florida corporation, and for the use of Curlew Mobile Home Estates Management Company, Inc., a Florida corporation.

LESS AND EXCEPT those lands taken by eminent domain in Case No. 96-343-CI, Division 11, Parcel 131, entitled State of Florida, Department of Transportation v. Curlew Mobile Home Estates Association, Inc., filed in the Circuit Court of the Sixth Judicial Circuit, in and for Pinellas County, Florida.

EXHIBIT A

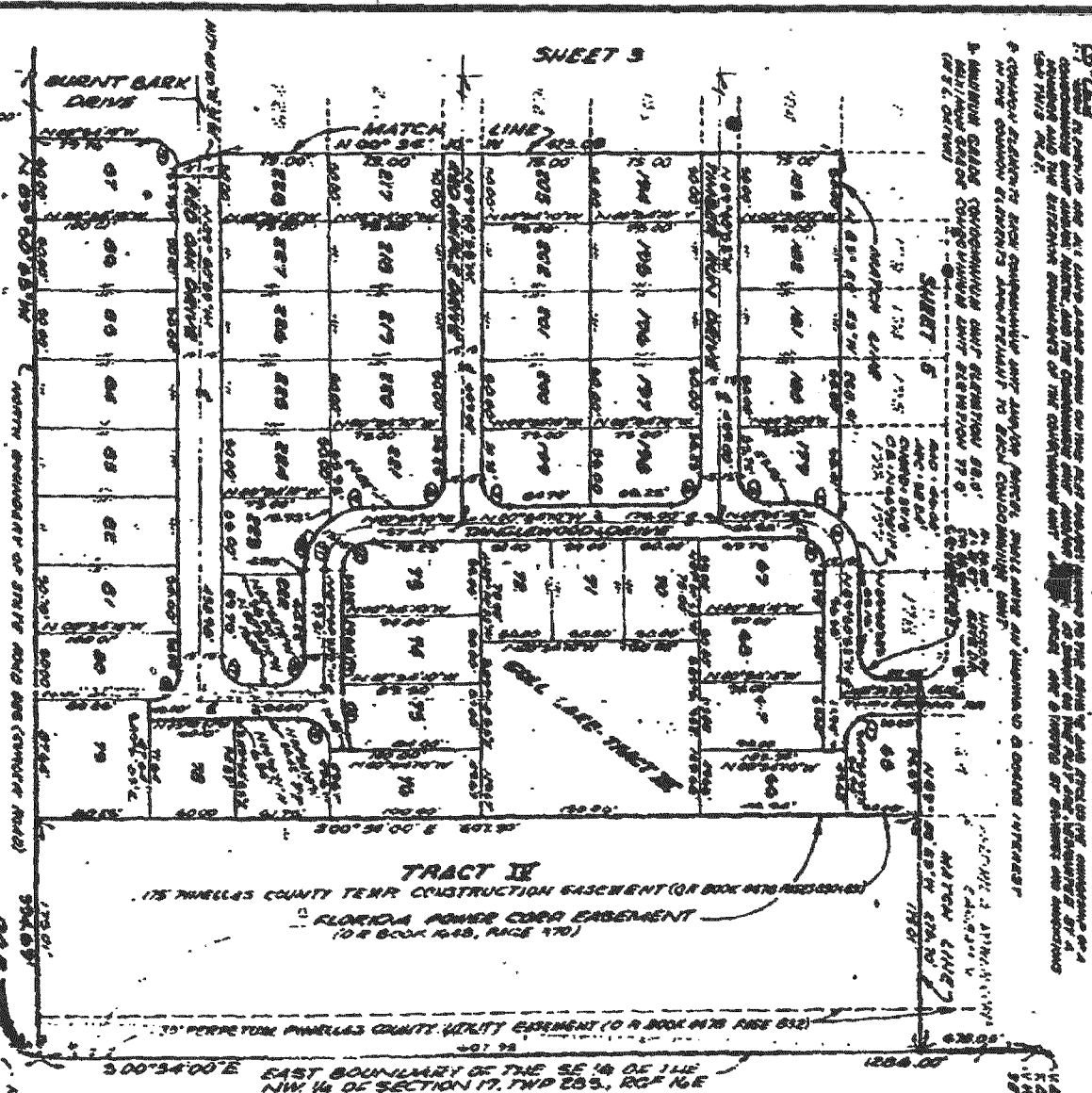
CURLEW MOBILE HOME ESTATES, A CONDOMINIUM

PART OF THE NW 1/4 OF SECTION 17, TOWNSHIP 28 SOUTH, RANGE 16 EAST

PINELLAS COUNTY

STATE OF FLORIDA

NOTES
1. THIS PLAN IS A PART OF THE RECORDS OF THE PINELLAS COUNTY PLANNING DEPARTMENT AND IS SUBJECT TO THE REVIEW AND APPROVAL OF THE PLANNING DEPARTMENT.
2. THE PLANNING DEPARTMENT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
3. THE PLANNING DEPARTMENT IS NOT RESPONSIBLE FOR THE CONSTRUCTION OF THE CONDOMINIUM.
4. THE PLANNING DEPARTMENT IS NOT RESPONSIBLE FOR THE DESIGN OF THE CONDOMINIUM.
5. THE PLANNING DEPARTMENT IS NOT RESPONSIBLE FOR THE OPERATION OF THE CONDOMINIUM.



LEGEND

1. 1/4 SECTION 17, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

2. CURLEW MOBILE HOME ESTATES, A CONDOMINIUM

3. 1/4 SECTION 17, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

4. CURLEW MOBILE HOME ESTATES, A CONDOMINIUM

5. 1/4 SECTION 17, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

6. CURLEW MOBILE HOME ESTATES, A CONDOMINIUM

7. 1/4 SECTION 17, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

8. CURLEW MOBILE HOME ESTATES, A CONDOMINIUM

9. 1/4 SECTION 17, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

10. CURLEW MOBILE HOME ESTATES, A CONDOMINIUM

11. 1/4 SECTION 17, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

12. CURLEW MOBILE HOME ESTATES, A CONDOMINIUM

13. 1/4 SECTION 17, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

14. CURLEW MOBILE HOME ESTATES, A CONDOMINIUM

15. 1/4 SECTION 17, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

16. CURLEW MOBILE HOME ESTATES, A CONDOMINIUM

17. 1/4 SECTION 17, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

18. CURLEW MOBILE HOME ESTATES, A CONDOMINIUM

19. 1/4 SECTION 17, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

20. CURLEW MOBILE HOME ESTATES, A CONDOMINIUM



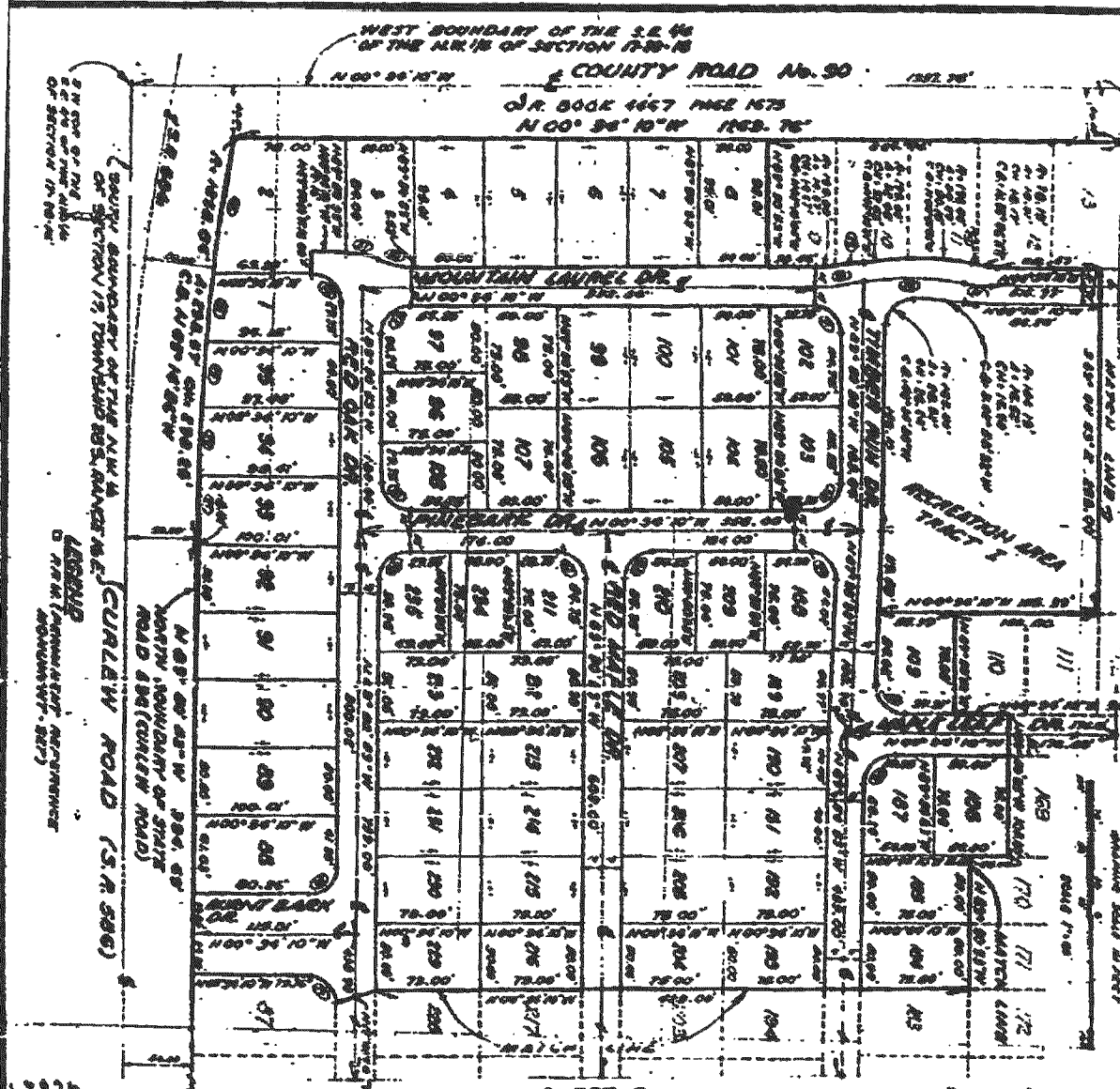
GRAPHIC SCALE IN FEET
Scale 1"=40'

LEGEND
1. 1/4 SECTION 17, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA
2. CURLEW MOBILE HOME ESTATES, A CONDOMINIUM
3. 1/4 SECTION 17, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA
4. CURLEW MOBILE HOME ESTATES, A CONDOMINIUM
5. 1/4 SECTION 17, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA
6. CURLEW MOBILE HOME ESTATES, A CONDOMINIUM
7. 1/4 SECTION 17, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA
8. CURLEW MOBILE HOME ESTATES, A CONDOMINIUM
9. 1/4 SECTION 17, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA
10. CURLEW MOBILE HOME ESTATES, A CONDOMINIUM
11. 1/4 SECTION 17, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA
12. CURLEW MOBILE HOME ESTATES, A CONDOMINIUM
13. 1/4 SECTION 17, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA
14. CURLEW MOBILE HOME ESTATES, A CONDOMINIUM
15. 1/4 SECTION 17, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA
16. CURLEW MOBILE HOME ESTATES, A CONDOMINIUM
17. 1/4 SECTION 17, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA
18. CURLEW MOBILE HOME ESTATES, A CONDOMINIUM
19. 1/4 SECTION 17, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA
20. CURLEW MOBILE HOME ESTATES, A CONDOMINIUM

O.R. 4493 PAGE 555

PINELLAS COUNTY FLA.
OFF REC BK 11495 PG 332

CURLEW MOBILE HOME ESTATES, A CONDOMINIUM
PART OF THE NW 1/4 OF SECTION 17, TOWNSHIP 28 SOUTH, RANGE 16 EAST,
PINELLAS COUNTY
STATE OF FLORIDA



CURVE DATA (continued)

| LOT | CHORD BEARING | CHORD DISTANCE | CHORD BEARING | CHORD DISTANCE |
|-----|-----------------|----------------|-----------------|----------------|
| 10 | N 89° 07' 00" E | 114.00 | N 89° 07' 00" E | 114.00 |
| 11 | N 89° 07' 00" E | 114.00 | N 89° 07' 00" E | 114.00 |
| 12 | N 89° 07' 00" E | 114.00 | N 89° 07' 00" E | 114.00 |
| 13 | N 89° 07' 00" E | 114.00 | N 89° 07' 00" E | 114.00 |
| 14 | N 89° 07' 00" E | 114.00 | N 89° 07' 00" E | 114.00 |
| 15 | N 89° 07' 00" E | 114.00 | N 89° 07' 00" E | 114.00 |
| 16 | N 89° 07' 00" E | 114.00 | N 89° 07' 00" E | 114.00 |
| 17 | N 89° 07' 00" E | 114.00 | N 89° 07' 00" E | 114.00 |
| 18 | N 89° 07' 00" E | 114.00 | N 89° 07' 00" E | 114.00 |
| 19 | N 89° 07' 00" E | 114.00 | N 89° 07' 00" E | 114.00 |
| 20 | N 89° 07' 00" E | 114.00 | N 89° 07' 00" E | 114.00 |
| 21 | N 89° 07' 00" E | 114.00 | N 89° 07' 00" E | 114.00 |
| 22 | N 89° 07' 00" E | 114.00 | N 89° 07' 00" E | 114.00 |
| 23 | N 89° 07' 00" E | 114.00 | N 89° 07' 00" E | 114.00 |
| 24 | N 89° 07' 00" E | 114.00 | N 89° 07' 00" E | 114.00 |
| 25 | N 89° 07' 00" E | 114.00 | N 89° 07' 00" E | 114.00 |
| 26 | N 89° 07' 00" E | 114.00 | N 89° 07' 00" E | 114.00 |
| 27 | N 89° 07' 00" E | 114.00 | N 89° 07' 00" E | 114.00 |
| 28 | N 89° 07' 00" E | 114.00 | N 89° 07' 00" E | 114.00 |
| 29 | N 89° 07' 00" E | 114.00 | N 89° 07' 00" E | 114.00 |
| 30 | N 89° 07' 00" E | 114.00 | N 89° 07' 00" E | 114.00 |
| 31 | N 89° 07' 00" E | 114.00 | N 89° 07' 00" E | 114.00 |
| 32 | N 89° 07' 00" E | 114.00 | N 89° 07' 00" E | 114.00 |
| 33 | N 89° 07' 00" E | 114.00 | N 89° 07' 00" E | 114.00 |
| 34 | N 89° 07' 00" E | 114.00 | N 89° 07' 00" E | 114.00 |

1. CURVE DATA: TO EACH CONDOMINIUM UNIT...
2. CONDOMINIUM UNIT: TO EACH CONDOMINIUM UNIT...
3. ANNUAL GROSS CONDOMINIUM UNIT REVENUE: \$50...
4. COMMON ELEMENTS: TO EACH CONDOMINIUM UNIT...
5. RESERVE FUND: TO EACH CONDOMINIUM UNIT...
6. RESERVE FUND: TO EACH CONDOMINIUM UNIT...
7. RESERVE FUND: TO EACH CONDOMINIUM UNIT...
8. RESERVE FUND: TO EACH CONDOMINIUM UNIT...
9. RESERVE FUND: TO EACH CONDOMINIUM UNIT...
10. RESERVE FUND: TO EACH CONDOMINIUM UNIT...

LEGEND
1. COMMON ELEMENTS AND ALL LAND AREAS...
2. CONDOMINIUM UNIT...
3. CONDOMINIUM UNIT...
4. CONDOMINIUM UNIT...
5. CONDOMINIUM UNIT...
6. CONDOMINIUM UNIT...
7. CONDOMINIUM UNIT...
8. CONDOMINIUM UNIT...
9. CONDOMINIUM UNIT...
10. CONDOMINIUM UNIT...

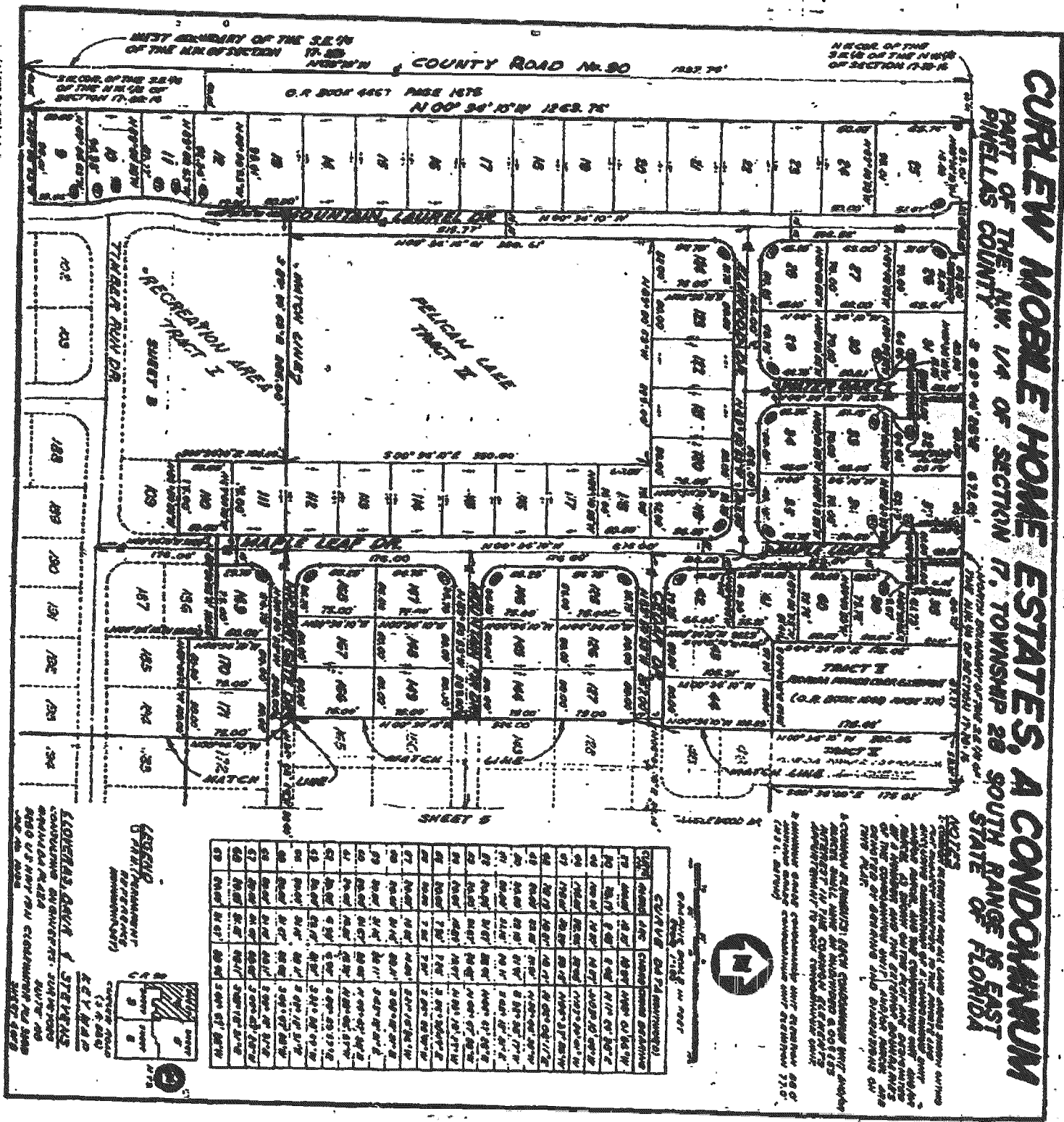


EXHIBIT B

11493 557

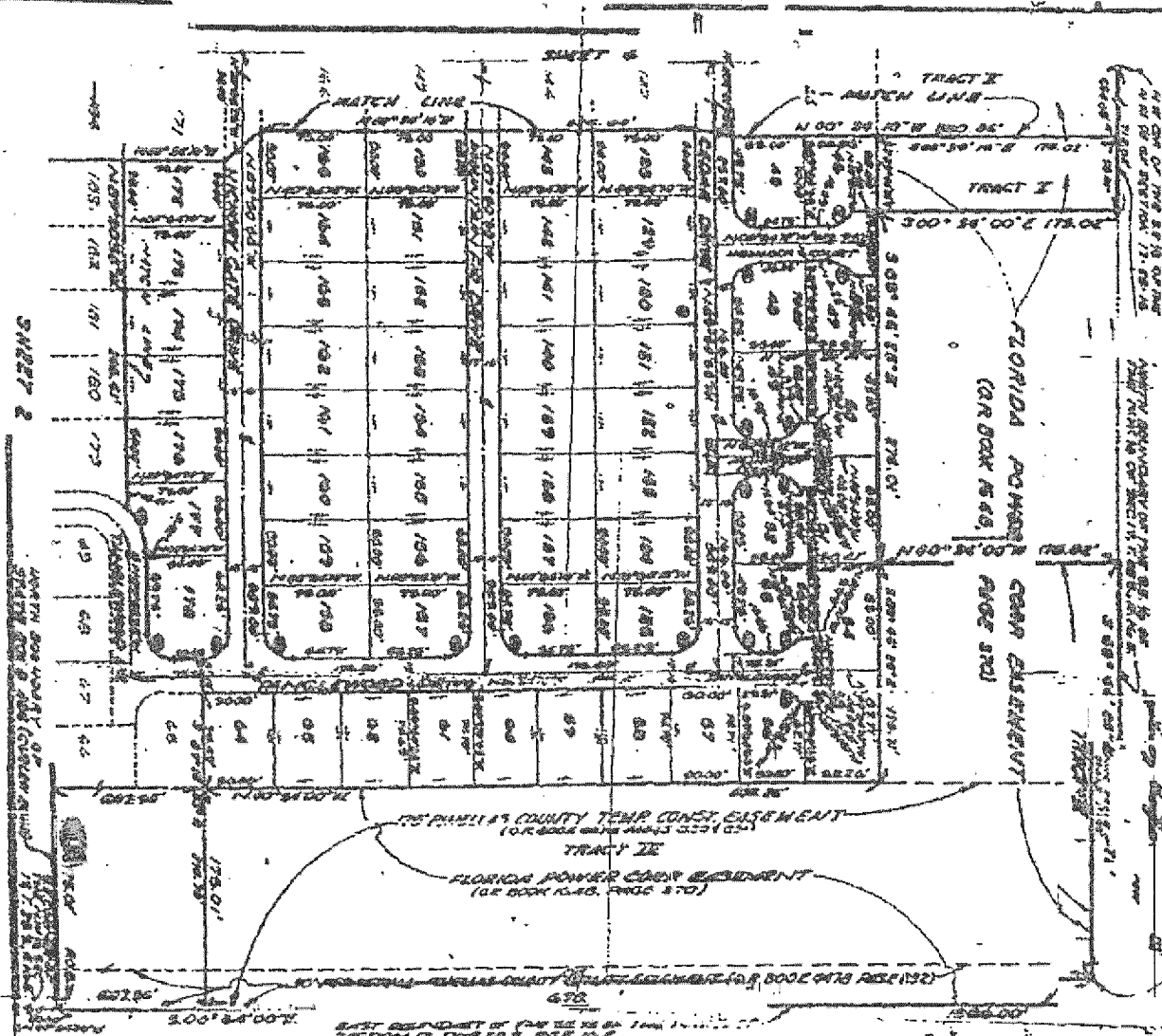
PINELLAS COUNTY FLA
OFF REC BK 11495 PG 334

CORLEY MOBILE HOME ESTATES, A CONDOMINIUM
PART OF THE NW 1/4 OF SECTION 17, TOWNSHIP 28 SOUTH, RANGE 18 EAST,
PINELLAS COUNTY

PINELLAS COUNTY

STATE OF FLORIDA

STATE OF FLORIDA



LEGEND
D MARK CONDOMINIUM ASSIGNMENT
S MARK ASSIGNMENT - SET 1

LOT DATA

| LOT | AREA | OWNER | STATUS |
|-----|-------|-------|--------|
| 1 | 1,200 | ... | ... |
| 2 | 1,200 | ... | ... |
| 3 | 1,200 | ... | ... |
| 4 | 1,200 | ... | ... |
| 5 | 1,200 | ... | ... |
| 6 | 1,200 | ... | ... |
| 7 | 1,200 | ... | ... |
| 8 | 1,200 | ... | ... |
| 9 | 1,200 | ... | ... |
| 10 | 1,200 | ... | ... |
| 11 | 1,200 | ... | ... |
| 12 | 1,200 | ... | ... |
| 13 | 1,200 | ... | ... |
| 14 | 1,200 | ... | ... |
| 15 | 1,200 | ... | ... |
| 16 | 1,200 | ... | ... |
| 17 | 1,200 | ... | ... |
| 18 | 1,200 | ... | ... |
| 19 | 1,200 | ... | ... |
| 20 | 1,200 | ... | ... |
| 21 | 1,200 | ... | ... |
| 22 | 1,200 | ... | ... |
| 23 | 1,200 | ... | ... |
| 24 | 1,200 | ... | ... |
| 25 | 1,200 | ... | ... |
| 26 | 1,200 | ... | ... |
| 27 | 1,200 | ... | ... |
| 28 | 1,200 | ... | ... |
| 29 | 1,200 | ... | ... |
| 30 | 1,200 | ... | ... |
| 31 | 1,200 | ... | ... |
| 32 | 1,200 | ... | ... |
| 33 | 1,200 | ... | ... |
| 34 | 1,200 | ... | ... |
| 35 | 1,200 | ... | ... |
| 36 | 1,200 | ... | ... |
| 37 | 1,200 | ... | ... |
| 38 | 1,200 | ... | ... |
| 39 | 1,200 | ... | ... |
| 40 | 1,200 | ... | ... |
| 41 | 1,200 | ... | ... |
| 42 | 1,200 | ... | ... |
| 43 | 1,200 | ... | ... |
| 44 | 1,200 | ... | ... |
| 45 | 1,200 | ... | ... |
| 46 | 1,200 | ... | ... |
| 47 | 1,200 | ... | ... |
| 48 | 1,200 | ... | ... |
| 49 | 1,200 | ... | ... |
| 50 | 1,200 | ... | ... |
| 51 | 1,200 | ... | ... |
| 52 | 1,200 | ... | ... |
| 53 | 1,200 | ... | ... |
| 54 | 1,200 | ... | ... |
| 55 | 1,200 | ... | ... |
| 56 | 1,200 | ... | ... |
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| 63 | 1,200 | ... | ... |
| 64 | 1,200 | ... | ... |
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| 66 | 1,200 | ... | ... |
| 67 | 1,200 | ... | ... |
| 68 | 1,200 | ... | ... |
| 69 | 1,200 | ... | ... |
| 70 | 1,200 | ... | ... |
| 71 | 1,200 | ... | ... |
| 72 | 1,200 | ... | ... |
| 73 | 1,200 | ... | ... |
| 74 | 1,200 | ... | ... |
| 75 | 1,200 | ... | ... |
| 76 | 1,200 | ... | ... |
| 77 | 1,200 | ... | ... |
| 78 | 1,200 | ... | ... |
| 79 | 1,200 | ... | ... |
| 80 | 1,200 | ... | ... |
| 81 | 1,200 | ... | ... |
| 82 | 1,200 | ... | ... |
| 83 | 1,200 | ... | ... |
| 84 | 1,200 | ... | ... |
| 85 | 1,200 | ... | ... |
| 86 | 1,200 | ... | ... |
| 87 | 1,200 | ... | ... |
| 88 | 1,200 | ... | ... |
| 89 | 1,200 | ... | ... |
| 90 | 1,200 | ... | ... |
| 91 | 1,200 | ... | ... |
| 92 | 1,200 | ... | ... |
| 93 | 1,200 | ... | ... |
| 94 | 1,200 | ... | ... |
| 95 | 1,200 | ... | ... |
| 96 | 1,200 | ... | ... |
| 97 | 1,200 | ... | ... |
| 98 | 1,200 | ... | ... |
| 99 | 1,200 | ... | ... |
| 100 | 1,200 | ... | ... |

EXHIBIT B