

EXHIBIT "N" TO THE  
DECLARATION OF CONDOMINIUM OF  
SUNSHINE TERRACE, A CONDOMINIUM

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BILTMORE/WAITE LEASE

EXHIBIT "L" TO THE  
DECLARATION OF CONDOMINIUM OF  
SUNSHINE TERRACE, A CONDOMINIUM  
NUMBER AND GENERAL SIZE OF UNITS TO BE  
INCLUDED IN PHASES I, II, III AND IV

	Number	General Size
Phase I	12	1,120 Sq. Ft.
Phase II	12	1,120 Sq. Ft.
Phase III	12	1,120 Sq. Ft.
Phase IV	18	1,120 Sq. Ft.

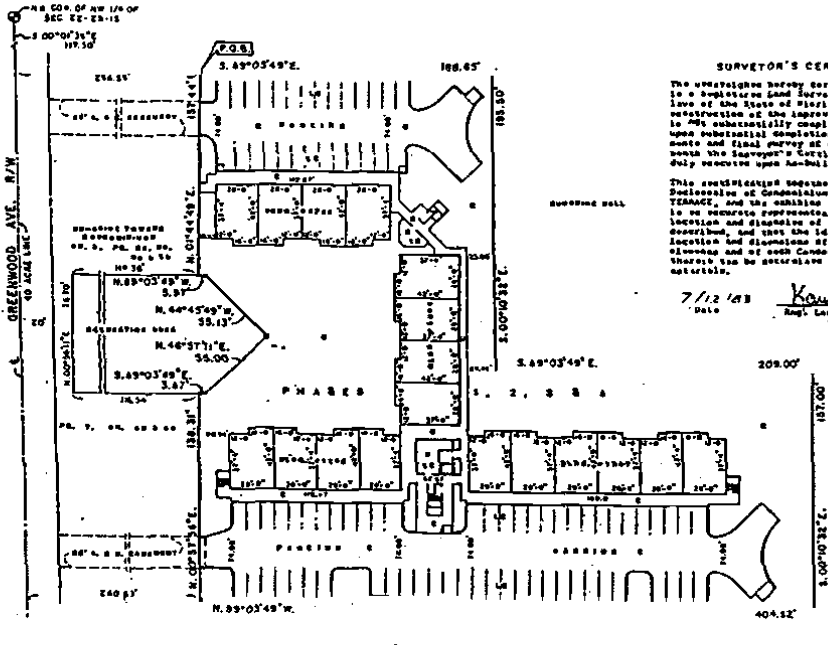
**SUNSHINE TERRACE**  
 A Condominium  
 City of Clearwater, Florida  
 Section 22 - Township 29 South - Range 15 East

CONDOMINIUM  
 BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

P. L. 5688 PAGE 1033

**DESCRIPTION**  
 A parcel of land is the 2 1/2% of the 1/4 of Section 22, Township 29 South, Range 15 East, Pinellas County, Florida. (Survey described as follows: Starts at the SW corner of the 2 1/2% of the 1/4 of the said Section 22-29-15, and run thence along the 40 acre line, also the continuation of Greenwood Avenue R/W, S 00°01'30" W, 115.50'; thence S 89°03'49" E, 244.30' to the westerly Eirface of Sunshine Terrace Condominium boundary line for a R.O.S.; thence continue along the said line S 89°03'49" E, 106.10'; thence S 00°10'31" E, 192.50'; thence S 89°03'49" E, 205.00'; thence S 00°10'31" E, 117.00'; thence S 89°03'49" E, 406.10'; thence, along the westerly side of the said boundary line, S 00°10'31" E, 126.30'; thence S 89°03'49" E, 2.50'; S 89°03'49" E, 43.00'; thence S 89°03'49" E, 244.30'; S 89°03'49" E, 2.50'; S 89°03'49" E, 126.30' to the S.O.S. Containing 20,784.21 sq. ft. (2.1978 Acres) MOA.

**PHASES 1, 2, 3, 4:**



Kenneth Ford  
 Reg. Land Surveyor #2720

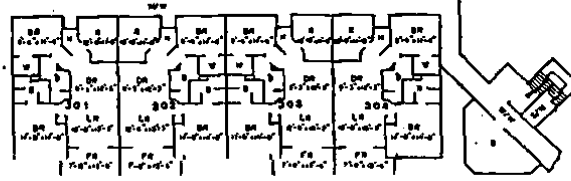
# SUNSHINE TERRACE

A Condominium

City of Clearwater, Florida

Section 22 - Township 29 South - Range 15 East

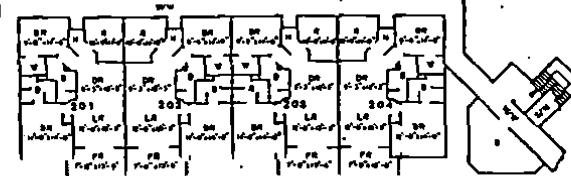
A. 2. 5688 PAGE 1034



THIRD FLOOR  
PL. NO. 103.03



TYPICAL UNIT SECTION

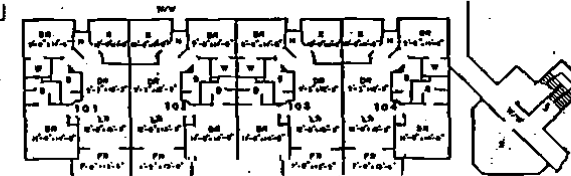


SECOND FLOOR  
PL. NO. 103.02



LEGEND

- B BATHROOM
- BR BEDROOM
- DR DINING ROOM
- FR FRONT PORCH
- H HALLWAY
- K KITCHEN
- LR LIVING ROOM
- S STORAGE
- SW STAIR WELL
- W WARDROBE
- WW WALKWAY



FIRST FLOOR  
PL. NO. 103.01

BUILDING # 1239

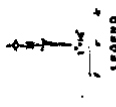
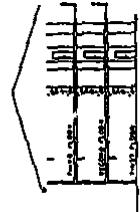
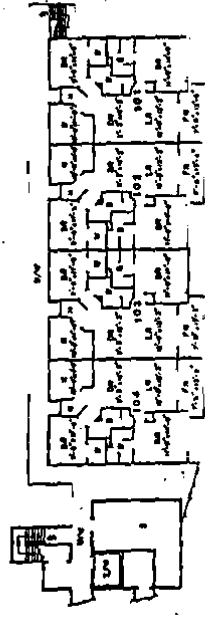
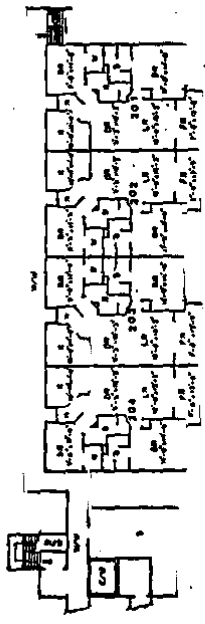
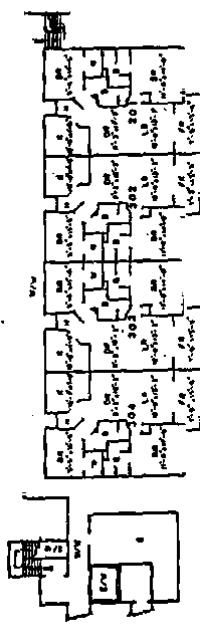
G. L. PATTERSON, INC.  
P. O. BOX 1000  
CLEARWATER, FLORIDA 34615

# SUNSHINE TERRACE

A Condominium

City of Clearwater, Florida

Section 22 - Township 29 South - Range 15 East



- LEGEND
- 1. 10' 0" BATHROOM
  - 2. 10' 0" BEDROOM
  - 3. 10' 0" BREAK ROOM
  - 4. 10' 0" COMMON AREA
  - 5. 10' 0" FLOOR POOL
  - 6. 10' 0" HALLWAY
  - 7. 10' 0" KITCHEN
  - 8. 10' 0" LIVING ROOM
  - 9. 10' 0" STORAGE
  - 10. 10' 0" STAIR WELL
  - 11. 10' 0" WASHROOM
  - 12. 10' 0" BALCONY

BUILDING # 1243

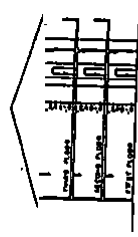
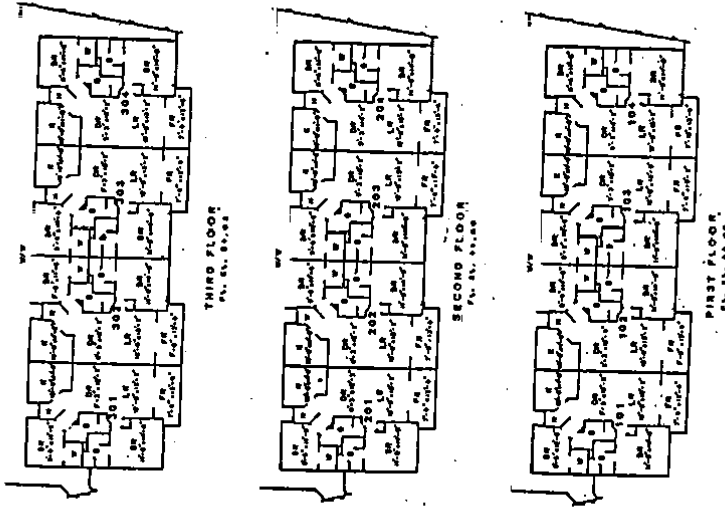
0.1.5688 PAGE 1035

DATE: 10/1/88  
BY: J. W. BROWN  
SCALE: 1/8" = 1'-0"

# SUNSHINE TERRACE A Condominium

City of Clearwater, Florida  
Section 22 - Township 29 South - Range 15 East

0.1.5698 PAGE 1036



TYPICAL UNIT SECTION

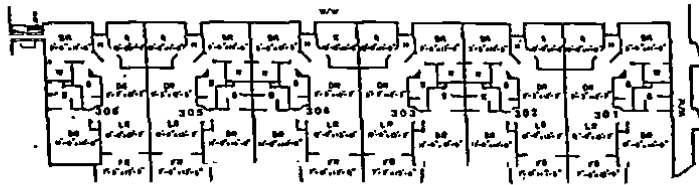
- LEGEND
- UNIT
  - BALCONY
  - COMMON AREA
  - HALLWAY
  - STAIR
  - ELEVATOR
  - MECHANICAL
  - PLUMBING
  - ELECTRICAL
  - GAS
  - WATER
  - SEWER
  - SLOPE
  - FINISH
  - CONCRETE
  - BRICK
  - BLOCK
  - GYPSUM
  - LATH & PLASTER
  - INSULATION
  - ROOFING
  - PAINT
  - CARPET
  - TILE
  - FLOORING
  - CEILING
  - WALL
  - WINDOW
  - DOOR
  - PORCH
  - PATIO
  - DRIVEWAY
  - GARAGE
  - DRIVE
  - SIDEWALK
  - CURB
  - STREET
  - LOT
  - EASEMENT
  - RIGHT OF WAY
  - FENCE
  - HEDGE
  - TREE
  - SHRUB
  - GRASS
  - SOIL
  - ROCK
  - SAND
  - GRAVEL
  - ASPHALT
  - CONCRETE
  - BRICK
  - BLOCK
  - GYPSUM
  - LATH & PLASTER
  - INSULATION
  - ROOFING
  - PAINT
  - CARPET
  - TILE
  - FLOORING
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  - WALL
  - WINDOW
  - DOOR
  - PORCH
  - PATIO
  - DRIVEWAY
  - GARAGE
  - DRIVE
  - SIDEWALK
  - CURB
  - STREET
  - LOT
  - EASEMENT
  - RIGHT OF WAY
  - FENCE
  - HEDGE
  - TREE
  - SHRUB
  - GRASS
  - SOIL
  - ROCK
  - SAND
  - GRAVEL
  - ASPHALT

LEGEND

BUILDING # 1241

A.P. 5688 PAGE 1037

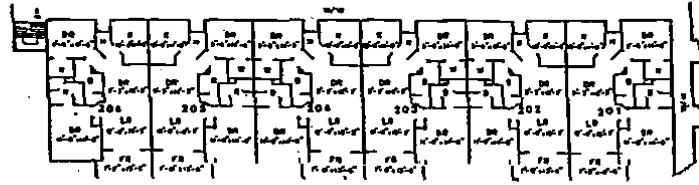
# SUNSHINE TERRACE A Condominium City of Clearwater, Florida Section 22 - Township 29 South - Range 15 East



THIRD FLOOR  
PL. EL. 33.00



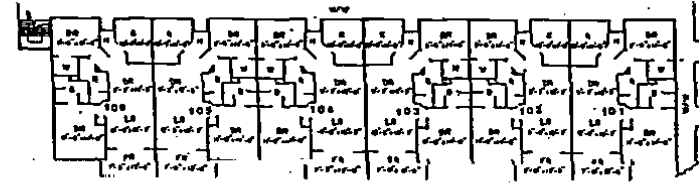
TYPICAL UNIT SECTION



SECOND FLOOR  
PL. EL. 32.00



- LEGEND
- B BATHROOM
  - BR BEDROOM
  - DR DRIVE ROOM
  - FR FLORIDA ROOM
  - H HALLWAY
  - K KITCHEN
  - LA LIVING ROOM
  - W WARDROBE
  - W/W WALKWAY



FIRST FLOOR  
PL. EL. 31.00

BUILDING # 1247

C.A.M.  
12



DECLARATION OF CONDOMINIUMFORSUNSHINE TERRACE, A CONDOMINIUM

FORTUNE SAVINGS BANK

(hereinafter referred to as the "Developer"), does hereby make the following declarations and further files for record this Declaration of Condominium, as follows:

1. PURPOSE. The purpose of this declaration is to submit the land and improvements described herein to condominium form of ownership and use in the manner provided in Chapter 718 of the Florida Statutes (hereinafter referred to as the "Condominium Act"), the provisions of which are hereby incorporated by reference as though set out in full.

2. NAMES.

2.01 The name of the condominium is: SUNSHINE TERRACE, A CONDOMINIUM (hereinafter referred to as the "Condominium").

2.02 The name of the unit owners' Association is: SUNSHINE TERRACE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation (hereinafter referred to as "Association").

3. PROPERTY SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP.

The following property is hereby submitted to the condominium form of ownership, as follows:

3.01 The Land and Condominium Property. The land comprising this Condominium, owned in fee simple by the Developer and lying and being situate in Pinellas County, Florida as more particularly set forth in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "the land(s) or condominium property").

3.02 The Improvements. The improvements comprise one (1) building containing twelve (12) units. The units with all common elements and improvements appurtenant thereto are more particularly set forth in the plot plan, survey and graphic descriptions shown in Exhibit "B" attached hereto and made a part hereof as though set out in full.

3.03 Phase Development. The Condominium is part of a phase project, pursuant to and in accordance with the Condominium Act of the State of Florida. It is contemplated that there will be a maximum of four (4) phases for a total of fifty-four (54) units. For information pertaining to the plan of development, refer to paragraph 42 of this Declaration.

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

4.01 "Assessment" means a share of the funds required for the payment of common expenses, which, from time to time, are assessed against the unit owner.

4.02 "Association" means the corporate entity hereinbefore described and its successors, which is responsible for the operation of the condominium.

shall identify the condominium parcel or condominium parcels upon which any such mortgagee or mortgagees hold any mortgage or mortgages which may be held by it or them, and which notice shall designate the place to which notices are to be given by the Association to such mortgagee or mortgagees.

Premiums for insurance required to be placed by the Association shall be a common expense and shall be paid the Association. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements imposed by the mortgagee who held a first mortgage encumbering a condominium parcel, the said mortgagee shall have the right at its option to order and advance such sums as are required to maintain or procure such insurance, and to the extent of the moneys so advanced, plus interest thereon at the highest legal rate, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against individual unit owners for the payment of such items or common expenses.

If two (2) or more mortgagees hold any mortgage or mortgages upon any condominium parcel or condominium parcels, and/or shall be the owner of any condominium parcel or condominium parcels, the exercise of the rights above described or manner of exercising said rights shall vest in the mortgagee owning and holding the first recorded mortgage encumbering a condominium parcel, and the decision of such mortgagee shall be controlling.

41. MANAGEMENT AGREEMENT. The Association has the right to enter into a Management Agreement and if it enters into a monthly or annual Management Agreement, each unit owner, his heirs, successors and assigns shall be bound by the said Management Agreement to the same extent and effect as if he had executed said agreement for the purposes therein expressed, including, but not limited to: adopting, ratifying and confirming to the execution thereof by the Association; covenanting to perform each of the undertakings to be performed by owners as provided for thereunder; agreeing that the persons acting as directors and officers of the Association entering into such Management Agreement have not breached any of their duties or obligations to the Association. The aforereferenced Management Agreement may be cancelled by unit owners other than the Developer pursuant to the terms of Section 718.302, Florida Statutes.

42. PLAN OF DEVELOPMENT. The condominium is part of a phase project, pursuant to and in accordance with the Condominium Act of the State of Florida, and in the event the Developer elects to add phases to this condominium, as hereinafter described, then a complete description of the phasing is as follows:

42.01 In the event of phasing as hereinafter described, then this condominium as originally submitted under this Declaration will sometimes be referred to as "Phase I". In addition to Phase I, there may be an additional three (3) phases to this condominium as hereinafter described.

42.02 Attached hereto as Exhibit "I" is a legal description of the land on which a phase to this condominium may become a part of the condominium and upon which improvements may be built. In the event the land as shown on Exhibit "H" is phased in as part of this condominium, then that portion of the condominium may be referred to as "Phase II". In the event of Phase II as part of this condominium, then same shall be built and constructed on the land described in said Exhibit "I" hereto.

42.03 Attached hereto as Exhibit "J" is a legal description of the land on which a phase to this condominium may become

a part of the condominium and upon which improvements may be built. In the event the land as shown on Exhibit "I" is phased in as part of this condominium, then that portion of the condominium may be referred to as "Phase III". In the event of Phase III as part of this condominium, then same shall be built and constructed on the land described in said Exhibit "J" hereto.

42.04 Attached hereto as Exhibit "K" is a legal description of the land on which a phase to this condominium may become a part of the condominium and upon which improvements may be built. In the event the land as shown on Exhibit "J" is phased in as part of this condominium, then that portion of the condominium may be referred to as "Phase IV". In the event of Phase IV as part of this condominium, then same shall be built and constructed on the land described in said Exhibit "K" hereto.

42.05 The number and type of each unit to be included in each phase is as set out on Exhibit "L" hereto.

42.06 Each of the unit owners shall own an undivided fractional interest in the common elements and limited common elements.

42.07 In the event Phase II is added as part and parcel of this condominium, then each unit's percentage ownership in the common elements as to Phase I and Phase II shall be as more particularly set forth in Exhibit "C" to the Declaration.

42.08 In the event Phase III is added as part and parcel of this condominium, then each unit's percentage ownership in the common elements as to Phase I, Phase II and Phase III shall be as more particularly set forth in Exhibit "C" to the Declaration.

42.09 In the event Phase IV is added as part and parcel of this condominium, then each unit's percentage ownership in the common elements as to Phase I, Phase II, Phase III and Phase IV shall be as more particularly set forth in Exhibit "C" to the Declaration.

42.10 In the event of any additional phase being added to this condominium, there shall not be any additional recreational areas and facilities or personal property to be provided by the Developer other than those described in this Prospectus. Set forth below is a summary of voting rights in the Condominium Association as the same relates to Phase I, II, III and IV.

42.11 As to the aforereferenced voting rights, in the event Phase II is added as part and parcel of this condominium, then the membership vote and ownership in the association attributable to each unit in Phase I and Phase II shall be one (1) vote per unit. It is the intention herein that in the event Phase II is added, the membership in the association shall increase by the additional units as added in Phase II and that each of said units shall have one vote per unit and that Phase I unit owners shall each have one vote per unit and that Phase II unit owners shall each have one vote per unit, for a total for Phases I and II of 24 voting units. In the event Phase II is not added and developed as part of the condominium, the membership vote and ownership in the association shall be one vote per unit for Phase I unit owners only, as same exists pursuant to and under the prospectus.

In the event Phase III is added as part and parcel of this condominium, then the membership vote and ownership in the association attributable to each unit in Phases I, II and III shall be one (1) vote per unit. It is the intention herein that in the event Phase III is added, the membership in the

association shall increase by the additional units as added in Phase III and that each of said units shall have one vote per unit and that Phase I and II unit owners shall each have one vote per unit and that Phase III unit owners shall each have one vote per unit, for a total for Phases I, II and III of 36 voting units. In the event Phase III is not added and developed as part of the condominium, the membership vote and ownership in the association shall be one vote per unit for Phases I and II unit owners only, as same exists pursuant to and under the prospectus.

In the event Phase IV is added as part and parcel of this condominium, then the membership vote and ownership in the association attributable to each unit in Phases I, II, III and IV shall be one (1) vote per unit. It is the intention herein that in the event Phase IV is added, the membership in the association shall increase by the additional units as added in Phase IV and that each of said units shall have one vote per unit and that Phase I, II and III unit owners shall each have one vote per unit and that Phase IV unit owners shall each have one vote per unit, for a total for Phases I, II, III, and IV of 54 voting units.

42.12 If one or more phases are not built, the units which are built are entitled to one hundred percent (100%) ownership of all common elements within the Phases actually developed and added as a part of the condominium.

42.13 The time period within which Phase II must be completed, in the event the developer elects to add Phase II, is on or before May, 1989.

(a) The time period within which Phase III must be completed, in the event the developer elects to add Phase IV, is one or before May, 1989.

(b) The time period within which Phase IV must be completed, in the event the developer elects to add Phase IV, is on or before May, 1989.

42.14 Time-share estates will not be created with respect to units in any phase.

42.15 Upon substantial completion of the construction of any additional phase, and the developer of such additional phase elects to phase in such phase to this condominium, then the developer of the phase shall file with the Division of Florida Land Sales and Condominiums of the Department of Business Regulation and record among the Public Records of Pinellas County, Florida, a survey prepared by a surveyor authorized to practice in the State of Florida, with the appropriate certificate of the surveyor, pursuant to and in accordance with the Condominium Act of the State of Florida. Said certificate shall state that the construction of the improvements for such phase being added is substantially complete and is an accurate representation of the location and dimension of the improvements.

42.16 Notwithstanding the provisions of Section 718.110, Florida Statutes, amendments to the Declaration of Condominium adding any phase to the condominium shall not require the execution of such amendments or consents thereto by unit owners, mortgagees, lienors or the association; however, such amendments shall require the execution or consent thereto by the developer of this condominium, as well as the developer of the phase being added, in the event that the developer of the phase being added is other than the developer of this condominium.

42.17 A developer of any additional phase may be the developer of this condominium and/or the nominee, designee, assignee or successor in whole or in part, or the developer.

EXHIBIT "F" TO THE  
PROSPECTUS OF  
SUNSHINE TERRACE, A CONDOMINIUM

LEGAL DESCRIPTION OF PHASE IV

SUNSHINE

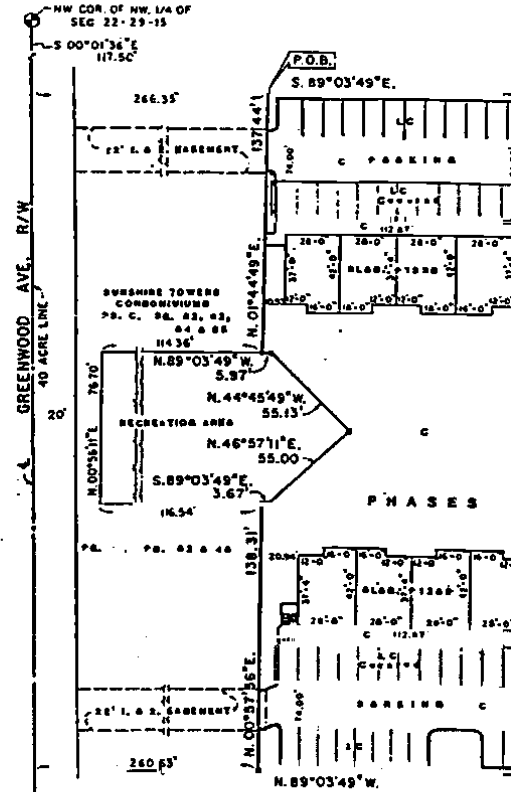
A

City of

Section 22 - To

PHASES 1, 2, 3, & 4

A parcel of land in the NW 1/4 of the NW 1/4 of Sect. 22, T22N, R11W, S. 100.00' x 117.50', described as follows: Begin at the NW corner of the 40 acre line, also the centerline of Greenwood Ave. to the northwesterly corner of Sunshine Terrace Co. S 89°03'49" E, 188.65'; thence S 00°10'12" E, 117.50'; thence S 89°03'49" E, 404.12'; thence, along the S 89°03'49" E, 3.67'; N 46°57'11" E, 55.00'; to the P.O.B. Containing 96,784.92 sq. ft. (2.21 ac.)



1994  
PART  
1994

415812

AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
FOR  
SUNSHINE TERRACE, A CONDOMINIUM

L 15812 MAR 1931

THIS AMENDMENT of the Declaration of Condominium for  
SUNSHINE TERRACE, A CONDOMINIUM, made this 26th day of  
July, 1994, pursuant to the provisions of Article 25 of  
the Declaration of Condominium for SUNSHINE TERRACE, A CONDO-  
MINIUM, which is duly recorded in the Public Records of Pinellas  
County, Florida, at O. R. Book 5688, page 940, and all unit  
owners having executed this Amendment or joined in the execution  
of this Amendment, the foregoing Declaration is amended as  
follows:

1. Article 3.03 is amended to read as follows:

3.03 Phase Development. The Condominium is  
part of a phase project, pursuant to and in  
accordance with the Condominium Act of the State  
of Florida. It is contemplated that there will  
be a maximum of four (4) phases for a total of  
fifty-seven (57) units. For information per-  
taining to the plan of development, refer to  
Article 42 of this Declaration.

FILED IN  
CLERK OF DISTRICT COURT  
PINELLAS COUNTY, FLORIDA  
JULY 27 1994  
R. J. [Signature]

2. Article 42.09 is amended to read as follows:

42.09 In the event Phase IV is added as part  
and parcel of this condominium, then each unit's  
percentage ownership in the common elements as to  
Phase I, Phase II, Phase III and Phase IV shall  
be as more particularly set forth in Amended  
Exhibit "C" to this Amendment to the Declaration.

3. The last line of the last paragraph in Article 42.11 is  
amended to read as follows:

"for a total for Phases I, II, III and IV of  
fifty-seven (57) voting units."

4. The last page of Exhibit "C" is replaced by Amended  
Exhibit "C" attached hereto and by this reference made a part  
hereof.

5. Exhibit "X" to the Declaration is replaced by Amended  
Exhibit "X" attached hereto and by this reference made a part  
hereof.

6. Exhibit "L" to the Declaration is replaced by Amended  
Exhibit "L" attached hereto and by this reference made a part  
hereof.

THIS INSTRUMENT PREPARED BY & SIGNED BY  
R. J. [Signature]  
2, THOMAS ST. PETERS, P.A.  
BOX 634, CLEARWATER, FL 34615

ANNUAL CONDOMINIUM PLAN PERTAINING HERETO ARE FILED IN  
CONDOMINIUM PLAN BOOK 74 PAGES 9 thru 22.  
CONDOMINIUM PLAN PERTAINING HERETO ARE FILED IN CONDOMINIUM  
BOOK 78 PAGES 55 and 66.

CLAUDETTE S. PEREIRA  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES 12-22-88

My Commission Expires  
Notary Public  
CLAUDETTE S. PEREIRA  
NOTARY PUBLIC  
STATE OF FLORIDA

WITNESS my signature and official seal at said County and State, on the day and year last aforesaid.  
purpose therein set forth.  
execution thereof to be their free act and deed for the uses and  
ment on behalf of said corporation, and they acknowledged the  
the persons described in and who executed the foregoing Amend-  
DEVELOPMENT COMPANY, a Florida corporation, to me known to be  
respectively, of SUNSHINE TRACT  
and  
as

I HEREBY CERTIFY that on this 26th day of July, 1984, before me personally appeared John A. White and

COURT OF PINELLAS  
STATE OF FLORIDA

Accepted:

John A. White  
John A. White

Signed, sealed and delivered  
in the presence of:

BY: John A. White  
SUNSHINE TRACT DEVELOPMENT COMPANY, a Florida corporation



of July, 1984.

This Amendment is made by Developer and unit owner whose  
Joinders are attached. This Amendment is dated the 26 day

1.75812 H21932



SUNSHINE TERRACE, A CONDOMINIUM

SCHEDULE

L.L. 5812 REC 1933

Condominium Units - Area & Percentage Ownership

Phases I, II, III & IV - 57 Units

Unit No.

Fraction of Total

All Units

1/57

JOINDER OF UNIT OWNER

The undersigned, being the Owner of a condominium unit in SUNSHINE TERRACE, A CONDOMINIUM, hereby joins in the making and execution of the Amendment to the Declaration of Condominium for SUNSHINE TERRACE, A CONDOMINIUM, dated July 26, 1984.

Witnesses:

*[Handwritten signature]*

*[Handwritten signature]*  
Gloria D. Plumb  
Unit Owner, Unit No. 304  
Gloria D. Plumb

*[Handwritten signature]*

*[Handwritten signature]*  
Gloria D. Plumb  
Unit Owner, Unit No.

STATE OF FLORIDA  
COUNTY OF PINEHILLS

I HEREBY CERTIFY that on this 5<sup>th</sup> day of JUNE, 1984, before me personally appeared GLORIA D. PLUMB, to me well known, and they acknowledged before me that they executed the foregoing Joinder for the uses and purposes therein expressed as their free act and deed.

WITNESS my signature and official seal at said County and State, on the 5<sup>th</sup> day of JUNE, 1984.

*[Handwritten signature]*  
Notary Public

My Commission Expires:

Notary Public, State of Florida of Large  
My Commission Expires July 18, 1985  
OFFICE: 1100 N. HIGHLAND AVE., SUITE 110  
P.O. BOX 11000, TAMPA, FL 33611

JOINDER OF UNIT OWNER

The undersigned, being the Owner of a condominium unit in SUNSHINE TERRACE, A CONDOMINIUM, hereby joins in the making and execution of the Amendment to the Declaration of Condominium for SUNSHINE TERRACE, A CONDOMINIUM, dated July 26, 1984.

Witnesses:

[Signature]

Sylvia Ventimiglia  
Unit Owner, Unit No. 303

[Signature]

Unit Owner, Unit No. 303

STATE OF Rhode Island

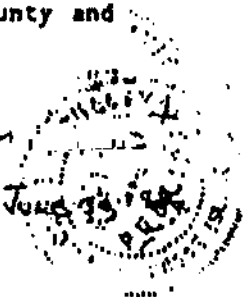
COUNTY OF Providence

I HEREBY CERTIFY that on this 6th day of July, 1984, before me personally appeared Sylvia Ventimiglia, to me well known, and they acknowledged before me that they executed the foregoing Joinder for the uses and purposes therein expressed as their free act and deed.

WITNESS my signature and official seal at said County and State, on the 6th day of July, 1984.

[Signature]  
Notary Public

My Commission Expires: June 25, 1984



JOINDER OF UNIT OWNER

115812 MC1943

The undersigned, being the Owner of a condominium unit in SUNSHINE TERRACE, A CONDOMINIUM, hereby joins in the making and execution of the Amendment to the Declaration of Condominium for SUNSHINE TERRACE, A CONDOMINIUM, dated July 26, 1984.

Witnesses:

[Signature]

[Signature]  
Unit Owner, Unit No. 302

[Signature]

Unit Owner, Unit No.     

STATE OF Florida

COUNTY OF Pinellas

I HEREBY CERTIFY that on this 5th day of June, 1984, before me personally appeared Raymond W. Smith, to me well known, and they acknowledged before me that they executed the foregoing Joinder for the uses and purposes therein expressed as their free act and deed.

WITNESS my signature and official seal at said County and State, on the 5th day of June, 1984.

[Signature]  
Notary Public

My Commission Expires

Notary Public, State of Florida at Large  
My Commission Expires Oct. 29, 1984

JOINDER OF UNIT OWNER

2-5812 mcr1942

The undersigned, being the Owner of a condominium unit in SUNSHINE TERRACE, A CONDOMINIUM, hereby joins in the making and execution of the Amendment to the Declaration of Condominium for SUNSHINE TERRACE, A CONDOMINIUM, dated July 26, 1984.

Witnesses:

[Signature]

[Signature]

[Signature]  
Unit Owner, Unit No. 301  
Jarrett W. Buys

[Signature]  
Unit Owner, Unit No. 301  
Judy A. Seudinger

STATE OF FLORIDA

COUNTY OF PIKER

I HEREBY CERTIFY that on this 5 day of JUNE, 1984, before me personally appeared JARRETT W. BUYS and JUDY A. SEUDINGER to me well known, and they acknowledged before me that they executed the foregoing Joinder for the uses and purposes therein expressed as their free act and deed.

WITNESS my signature and official seal at said County and State, on the 5 day of JUNE, 1984.

[Signature]  
Notary Public

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires: 12/31/85  
BONDED TO THE STATE OF FLORIDA  
\$10,000.00

JOINDER OF UNIT OWNER

11.5812 MCH1943

The undersigned, being the Owner of a condominium unit in SUNSHINE TERRACE, A CONDOMINIUM, hereby joins in the making and execution of the Amendment to the Declaration of Condominium for SUNSHINE TERRACE, A CONDOMINIUM, dated July 26, 1984.

Witnesses:

[Signature]

[Signature]  
Unit Owner, Unit No. 204  
Tommy R. Waite

[Signature]

Unit Owner, Unit No. \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF PINELAS

I HEREBY CERTIFY that on this 27<sup>th</sup> day of MAY, 1984, before me personally appeared Tommy R. Waite to me well known, and he acknowledged before me that he executed the foregoing Joinder for the uses and purposes therein expressed as ~~that~~ <sup>his</sup> free act and deed.

WITNESS my signature and official seal at said County and State, on the 27<sup>th</sup> day of MAY, 1984.

[Signature]  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires July 18, 1987  
10000 10000 10000 10000  
A HARVEY INSURANCE & SERVICE CO.

JOINDER OF UNIT OWNER

L.I. 5812 MC1944

The undersigned, being the Owner of a condominium unit in SUNSHINE TERRACE, A CONDOMINIUM, hereby joins in the making and execution of the Amendment to the Declaration of Condominium for SUNSHINE TERRACE, A CONDOMINIUM, dated July 26, 1984.

Witnesses:

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

Unit Owner, Unit No. 203  
Eldon K. Scott

*[Handwritten signature]*  
Unit Owner, Unit No. 203  
Rosalind V. Scott

STATE OF FLORIDA

COUNTY OF ANDALUSIA

I HEREBY CERTIFY that on this 6<sup>th</sup> day of June, 1984, before me personally appeared Eldon K. Scott and Rosalind V. Scott, to me well known, and they acknowledged before me that they executed the foregoing Joinder for the uses and purposes therein expressed as their free act and deed.

WITNESS my signature and official seal at said County and State, on the 6<sup>th</sup> day of June, 1984.

*[Handwritten signature]*  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires July 18, 1987  
MEMBER TRUMP INTERNATIONAL REALTY  
CORPORATION INSURANCE & BONDS, INC.

JOINDER OF UNIT OWNER

44-5812-111945

The undersigned, being the Owner of a condominium unit in SUNSHINE TERRACE, A CONDOMINIUM, hereby joins in the making and execution of the Amendment to the Declaration of Condominium for SUNSHINE TERRACE, A CONDOMINIUM, dated July 26, 1984.

Witness:

*[Handwritten signature]*

SUNSHINE TERRACE DEVELOPMENT CO.,

By: *[Handwritten signature]* Tom R. Waite, President  
Unit Owner, Unit No. 201

*[Handwritten signature]*

Unit Owner, Unit No. \_\_\_\_\_



STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that on this 27<sup>th</sup> day of MAY, 1984, before me personally appeared TOM R. WAITE, to me well known, and they acknowledged before me that they executed the foregoing Joinder for the uses and purposes therein expressed as their free act and deed.

WITNESS my signature and official seal at said County and State, on the 27<sup>th</sup> day of MAY, 1984.

*[Handwritten signature]*  
Notary Public

My Commission Expires:

Notary Public, State of Florida of Large  
Exp. 07/15/1985  
Notary Public, State of Florida of Large  
Exp. 07/15/1985

STATE OF FLORIDA  
COUNTY OF PINELLAS

I hereby certify that this day in the next above named State and County appeared before me, an officer duly authorized and acting, personally Tom R. Waite, President of Sunshine Terrace Development Co., to me known to be the person described in and who executed the foregoing instrument, "Joinder of Unit Owner", and he acknowledged then and there before me that he executed the same as such officer for the purpose therein expressed and that he affixed thereto the official seal of said corporation, and that said agreement (Joinder of Unit Owner) is the act and deed of said corporation. WITNESS MY hand and official seal this 27<sup>th</sup> day of May, 1984.

*[Handwritten signature]*  
NOTARY



JOINDER OF UNIT OWNER

4.15812 PAGE 1946

The undersigned, being the Owner of a condominium unit in SUNSHINE TERRACE, A CONDOMINIUM, hereby joins in the making and execution of the Amendment to the Declaration of Condominium for SUNSHINE TERRACE, A CONDOMINIUM, dated July 26, 1984.

Witnesses:

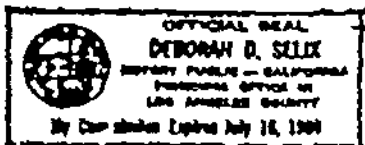
*[Handwritten signatures of witnesses]*

*[Handwritten signature]*  
UNIT Owner, UNIT No. 117  
Helen Bushmeyer  
Unit Owner, Unit No. \_\_\_\_\_

STATE OF California  
COUNTY OF Los Angeles

I HEREBY CERTIFY that on this 4th day of June, 1984, before me personally appeared Helen C. Bushmeyer, to me well known, and they acknowledged before me that they executed the foregoing Joinder for the uses and purposes therein expressed as their free act and deed.

WITNESS my signature and official seal at said County and State, on the 4th day of June, 1984.



*[Handwritten signature]*  
Notary Public  
My Commission Expires: July 16, 1984

JOINDER OF UNIT OWNER

L.I. 5812 MC1947

The undersigned, being the Owner of a condominium unit in SUNSHINE TERRACE, A CONDOMINIUM, hereby joins in the making and execution of the Amendment to the Declaration of Condominium for SUNSHINE TERRACE, A CONDOMINIUM, dated July 26, 1984.

Witnesses:

[Signature]

Michael C. Rynkeel  
Unit Owner, Unit No. 201  
Michael C. Rynkeel

[Signature]

Unit Owner, Unit No. \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 14<sup>th</sup> day of JUNE, 1984, before me personally appeared Michael C. Rynkeel, to me well known, and they acknowledged before me that they executed the foregoing Joinder for the uses and purposes therein expressed as their free act and deed.

WITNESS my signature and official seal at said County and State, on the 14<sup>th</sup> day of JUNE, 1984.

[Signature]  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires July 11, 1987

JOINDER OF UNIT OWNER

17.5912 rec1948

The undersigned, being the Owner of a condominium unit in SUNSHINE TERRACE, A CONDOMINIUM, hereby joins in the making and execution of the Amendment to the Declaration of Condominium for SUNSHINE TERRACE, A CONDOMINIUM, dated July 26, 1984.

Witnesses.

[Signature]  
[Signature]

[Signature]  
Unit Owner, Unit No. 104  
Modesto Fuentes  
[Signature]  
Unit Owner, Unit No. 104  
Concepcion Fuentes

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 31<sup>st</sup> day of MAY, 1984, before me personally appeared MODесто FUENTES AND CONCEPCION FUENTES, to me well known, and they acknowledged before me that they executed the foregoing Joinder for the uses and purposes therein expressed as their free act and deed.

WITNESS my signature and official seal at said County and State, on the 21<sup>st</sup> day of MAY, 1984.

[Signature]  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires July 19, 1987  
P.O. Box 1000, Clearwater, Florida 34617  
S. TIMOTHY PETERSON & COMPANY, INC.

JOINDER OF UNIT OWNER

415812 INC1950

The undersigned, being the Owner of a condominium unit in SUNSHINE TERRACE, A CONDOMINIUM, hereby joins in the making and execution of the Amendment to the Declaration of Condominium for SUNSHINE TERRACE, A CONDOMINIUM, dated July 26, 1984.

Witnesses:

Linda Crawford

x Walter C. Witt  
Unit Owner, Unit No. 103

Unit Owner, Unit No. 103

STATE OF FLORIDA

COUNTY OF Pinellas

I HEREBY CERTIFY that on this 18<sup>th</sup> day of JUNE, 1984, before me personally appeared WALTER C. WITT, to me well known, and they acknowledged before me that they executed the foregoing Joinder for the uses and purposes therein expressed as their free act and deed.

WITNESS my signature and official seal at said County and State, on the 18<sup>th</sup> day of JUNE, 1984.

Ramon W. Smith  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires: 12/31/87  
Office: 1400 N. Dale Mabry Ave., Suite 100  
Tampa, Florida 33610

JOINDER OF UNIT OWNER

L 5812 MC1951

The undersigned, being the Owner of a condominium unit in SUNSHINE TERRACE, A CONDOMINIUM, hereby joins in the making and execution of the Amendment to the Declaration of Condominium for SUNSHINE TERRACE, A CONDOMINIUM, dated July 26, 1984.

Witnesses:

[Signature]

x [Signature]  
Unit Owner, Unit No. 108  
Donald J. Bushmeyer

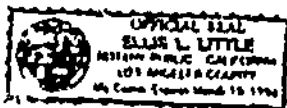
[Signature]

Unit Owner, Unit No. \_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF Los Angeles

I HEREBY CERTIFY that on this 4<sup>th</sup> day of June 1984 1984, before me personally appeared Donald J. Bushmeyer to me well known, and they acknowledged before me that they executed the foregoing Joinder for the uses and purposes therein expressed as their free act and deed.

WITNESS my signature and official seal at said County and State, on the 4<sup>th</sup> day of JUNE, 1984.



[Signature]  
Notary Public

My Commission Expires: MARCH 15, 1986

84028514

L.L. 5638 2nd L286

13.00  
13.00

FIRST AMENDMENT TO  
DECLARATION OF CONDOMINIUM FOR  
SUNSHINE TERRACE, A CONDOMINIUM

This Amendment to the Declaration of Condominium for  
SUNSHINE TERRACE, a Condominium, made this 10 day of February,  
1984, by SUNSHINE TERRACE DEVELOPMENT COMPANY, a Florida  
corporation, SUNSHINE TERRACE CONDOMINIUM ASSOCIATION, INC., a  
Florida non-profit corporation, and FORTUNE FEDERAL SAVINGS AND  
LOAN ASSOCIATION, a corporation organized and existing under the  
laws of the United States, for themselves, their successors,  
and assigns.

\*\*\*\*\*

WHEREAS, the Developer is the record owner of all units in  
the Condominium and desires to amend said Declaration of  
Condominium of SUNSHINE TERRACE, a Condominium having been  
recorded in O.R. Book 1488, Page 548, et seq., Public Records of  
Pinellas County, Florida.

NOW, THEREFORE, the Declaration of Condominium for SUNSHINE  
TERRACE, a Condominium, is amended as follows:

- 1. The Consent of Mortgagee, FORTUNE FEDERAL SAVINGS AND  
LOAN ASSOCIATION, a corporation organized and existing under the  
laws of the United States of America, is attached hereto as  
Exhibit "A."

Except as herein amended, the Declaration of Condominium for  
SUNSHINE TERRACE, a Condominium, recorded in O.R. Book 1488, Page  
548, et seq., Public Records of Pinellas County, Florida, is  
deemed valid and affirmed and in full force and effect.

Witness my hand and  
affixed in the  
presence of:

SUNSHINE TERRACE DEVELOPMENT  
COMPANY, a Florida corporation

*[Handwritten signatures]*

By: \_\_\_\_\_  
President

Witness: *[Handwritten signature]*

STATE OF FLORIDA  
COUNTY OF PINELLAS

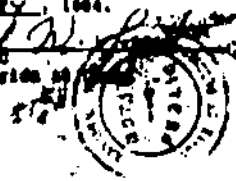
I hereby certify that on this day before me, an officer duly  
authorized in the state and county aforesaid to take  
acknowledgments personally appeared before me \_\_\_\_\_ and  
\_\_\_\_\_ the President and Secretary, respectively of  
SUNSHINE TERRACE DEVELOPMENT COMPANY, a Florida corporation, and  
that they severally acknowledged executing the same in the  
presence of two subscribing witnesses, freely and voluntarily  
under the authority duly vested in them by SUNSHINE TERRACE  
DEVELOPMENT COMPANY and that the seal affixed thereto is the true  
seal of said corporation.

WITNESS my hand and official seal in the county and state  
aforesaid, this 10<sup>th</sup> day of FEBRUARY, 1984.

*[Signature]*  
Notary Public  
State of Florida

My Commission Expires:

*[Small text regarding commission expiration]*



115698 no1287

SUNSHINE TERRACE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby consents to and joins in the making of the aforesaid amendments to the Declaration of SUNSHINE TERRACE, a Condominium.

Signed, sealed and delivered in the presence of:

*[Handwritten signatures]*

SUNSHINE TERRACE CONDOMINIUM ASSOCIATION, INC.

By: *[Signature]*  
President

Attest: *[Signature]*  
Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

I hereby certify that on this day before me, an officer duly authorized in the state and county aforesaid to take acknowledgments personally appeared TOMMY E. WHITE and ANN B. HARRIS well known to me to be the President and Secretary respectively, of SUNSHINE TERRACE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under the authority duly vested in them by SUNSHINE TERRACE CONDOMINIUM ASSOCIATION, INC. and that the seal affixed thereto is the true seal of said corporation.

WITNESS my hand and official seal in the county and state aforesaid, this 10<sup>th</sup> day of February, 1964.

*[Signature]*  
NOTARY PUBLIC  
State of Florida At Large

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires July 15, 1965  
I hereby certify that I am a Notary Public in and for the State of Florida.



EXHIBIT "A" TO THE  
PROSPECTUS OF  
SUNSHINE TERRACE, A CONDOMINIUM

LEGAL DESCRIPTION  
OF THE  
REAL PROPERTY BEING SUBMITTED



605.00  
155.00  
760.00 ll

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 74 PAGES 9 THRU 22 INCL.

EXHIBIT "B" TO THE  
PROSPECTUS OF  
SUNSHINE TERRACE, A CONDOMINIUM  
DECLARATION OF CONDOMINIUM

These documents were prepared by:  
Mr. William J. Flynn, Attorney  
Jacobs, Robbins, Gaynor, Hampp, Burns, Cole & Shasteen, P.A.  
One Plaza Place N.E., Suite 700  
St. Petersburg, Florida 33733

Please call when these documents are recorded so we can pick them up. Call:  
Tom R. Waite, President  
Sunshine Terrace Development Company  
1247 Greenwood Avenue South  
Clearwater, Florida 33516  
Phone: 447-7850 or 461-7880

HOLD

JAN 26 9 43 AM '81

Section 22 - Township 29 South - Range 15 East

DESCRIPTION

A parcel of land in the NE¼ of Section 22, Township 29 South, Range 15 East, Pinellas County, Florida, further described as follows: Begin at the NW corner of the NW¼ of the NE¼ of Section 22-29-15, and run thence along the 40 acre line, also the centerline of Greenwood Avenue R/W, S 00°01'36" E, 117.50'; thence S 89°03'49" E, 266.39' to the northwesterly corner of Sunshine Terrace Condominiums boundary line for a P.O.B.; thence continue along the said line S 89°03'49" E, 188.65'; thence S 00°10'32" E, 119.46'; thence M 89°03'49" W, 66.99'; thence S 00°56'11" W, 116.00'; thence S 89°03'49" E, 47.34'; thence S 00°56'11" W, 117.00' to the southerly boundary line of the said Sunshine Terrace Condominiums; thence along the said line, M 89°03'49" W, 171.16'; thence along the westerly side of the said boundary line, M 00°57'56" E, 138.31'; S 89°03'49" E, 3.67'; M 46°57'11" E, 55.00'; thence M 44°45'49" W, 55.13'; M 89°03'49" W, 5.97'; M 01°44'49" E, 137.44' to the P.O.B. Containing 55,382.49 sq. ft. (1.2714 Acres) MOL.

PHASES 1&2:

SUNSHINE TERRACE, A CONDOMINIUM  
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## Exhibits to Declaration

- "A" Legal Description of Real Property Being Submitted to Condominium Form of Ownership
- "B" Plot Plan, Survey and Graphic Descriptions
- "C" Unit Owners' Percentages of Common Elements and Common Surplus and Sharing of Common Expenses
- "D" Articles of Incorporation of the Sunshine Terrace Condominium Association, Inc.
- "E" By-Laws of the Sunshine Terrace Condominium Association, Inc.
- "F" Rules and Regulations
- "G" Maintenance Guarantee --DELETED
- "H" Legal Description of the Four Phase Development
- "I" Legal Description of Phase II
- "J" Legal Description of Phase III
- "K" Legal Description of Phase Phase IV
- "L" Number and General Size of Units to be Included in Phase II, III and IV
- "M" Lease: Biltmore Construction Co., Inc. and Sunshine Towers Apartment Residences Association, Inc.
- "N" Lease: Biltmore Construction Co., Inc. and Tom R. Waite, Ann Harris and Linda Crawford

DECLARATION OF CONDOMINIUM :

FOR

SUNSHINE TERRACE, A CONDOMINIUM

FORTUNE SAVINGS BANK

(hereinafter referred to as the "Developer"), does hereby make the following declarations and further files for record this Declaration of Condominium, as follows:

1. PURPOSE. The purpose of this declaration is to submit the land and improvements described herein to condominium form of ownership and use in the manner provided in Chapter 718 of the Florida Statutes (hereinafter referred to as the "Condominium Act"), the provisions of which are hereby incorporated by reference as though set out in full.

2. NAMES.

2.01 The name of the condominium is: SUNSHINE TERRACE, A CONDOMINIUM (hereinafter referred to as the "Condominium").

2.02 The name of the unit owners' Association is: SUNSHINE TERRACE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation (hereinafter referred to as "Association").

3. PROPERTY SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP.

The following property is hereby submitted to the condominium form of ownership, as follows:

3.01 The Land and Condominium Property. The land comprising this Condominium, owned in fee simple by the Developer and lying and being situate in Pinellas County, Florida as more particularly set forth in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "the land(s) or condominium property").

3.02 The Improvements. The improvements comprise one (1) building containing twelve (12) units. The units with all common elements and improvements appurtenant thereto are more particularly set forth in the plot plan, survey and graphic descriptions shown in Exhibit "B" attached hereto and made a part hereof as though set out in full.

3.03 Phase Development. The Condominium is part of a phase project, pursuant to and in accordance with the Condominium Act of the State of Florida. It is contemplated that there will be a maximum of four (4) phases for a total of fifty-four (54) units. For information pertaining to the plan of development, refer to paragraph 42 of this Declaration.

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

4.01 "Assessment" means a share of the funds required for the payment of common expenses, which, from time to time, are assessed against the unit owner.

4.02 "Association" means the corporate entity hereinbefore described and its successors, which is responsible for the operation of the condominium.

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

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

4.05 "Common Elements" means the portions of the condominium property not included in the units. References herein to common areas mean, and are, the common elements, and the words "common areas" and "common elements" are used interchangeably.

4.06 "Common Expenses" means the expenses and assessments properly incurred by the Association for the condominium.

4.07 "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits, and revenues on account of the common elements, over the amount of common expenses.

4.08 "Condominium" means that form of ownership of condominium property under which units are subject to ownership by one or more owners, and there is appurtenant to each unit as a part thereof an undivided share in the common elements.

4.09 "Condominium Act" means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date of recording in the public records of Pinellas County, Florida.

4.10 "Condominium Parcel" means a unit together with the undivided share in the common elements which is appurtenant to the unit.

4.11 "Condominium Property" means and includes the lands that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all rights appurtenant thereto intended for use in connection with the Condominium.

4.12 "Declaration of Condominium" or "Declaration" means the instrument or instruments by which a condominium is created, as they are from time to time amended.

4.13 "Developer" means a person who creates a condominium or who offers condominium parcels owned by him for sale or lease in the ordinary course of business, except that the term "Developer" shall not include an owner or lessee of a unit who has acquired his unit for his own occupancy. For purposes herein, the Developer means FORTUNE SAVINGS BANK.

4.14 "Insurance Trustee" means that Florida bank having trust power, designated by the Board to receive proceeds on behalf of the corporation, which proceeds are paid as a result of casualty or fire loss covered by insurance policies.

4.15 "Lease" means rental of a unit for a term of ninety (90) days or more.

4.16 "Limited Common Elements" means those common elements which are reserved for the use of a certain unit or units to the exclusion of the other units as specified in the Declaration of Condominium.

4.17 "Mortgagee" means a bank, savings and loan association, insurance company, mortgage company or other like business entity. Secondary mortgage market entities such as the

V JOC AGC 10

Federal National Mortgage Association (FNMA) shall be included within this definition.

4.18 "Operation" or "Operation of the Condominium" means and includes the administration and management of the condominium property.

4.19 "Residential Condominium" means a condominium comprised of condominium units any of which are intended for use as a private residence, domicile or homestead.

4.20 "Unit" means a part of the condominium property which is to be subject to private ownership as designated on exhibits attached to and made a part of this Declaration.

4.21 "Unit Owner" or "Owner of a Unit" means the owner of a condominium parcel.

4.22 "Utility Service" means, as the case may be, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage, sewage disposal, lighting, irrigation, and cable television.

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

## 5. IDENTIFICATION AND DESCRIPTION.

5.01 The condominium units and all other improvements constructed on the condominium property are more particularly set forth in detail on Exhibit "B" (plot plan, survey and graphic descriptions) attached hereto and made a part hereof. Each condominium unit is described in said Exhibit "B" in such a manner that there can be determined therefrom the identification, description, location and dimensions of such unit and the common elements appurtenant thereto.

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

6.01 Utility Services; Drainage. Easements are hereby created under, through and over the condominium property as may be required for utility services, including, but not limited to, cable television, drainage and other utility services in order to serve the condominium. A unit owner shall do nothing within or outside his unit that interferes with or impairs the utility or other services or drainage facilities or use of these easements. The Board of Directors of the Association or its designee shall have a right of access of each unit to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service and drainage facilities and common elements contained in the unit or elsewhere in the condominium property, and to remove any improvements interfering with or impairing facilities, services or easements herein reserved; provided that such right of access shall not unreasonably interfere with the unit owner's permitted use of the unit, and entry shall be made on not less than one (1) day's notice except in the event of an emergency. Drainage systems on the condominium property shall be maintained continuously in good condition by the Association or its designee and easements are hereby granted over all condominium parcels in favor of all unit owners and the Association with respect thereto; provided that such easement shall not unreasonably interfere with the unit owner's permitted use of his unit. Such easements shall be for the use and benefit of owners, institutional mortgagees or tenants, and those claiming by, through or under the aforesaid. With respect to any easements set forth herein, and any other easements granted or to

be granted pursuant hereto, all such easements shall be for the use and benefit of owners, institutional mortgagees or tenants, and those claiming by, through or under the aforesaid.

6.02 Traffic. An easement is hereby created and shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic, and for guest vehicular parking, over, through and across such portions of the common elements and limited common elements as may, from time to time, be paved and intended for such purposes; and such elements shall be for the use and benefit of owners, institutional mortgagees or tenants, and those claiming by, through or under the aforesaid.

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

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

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

6.06 Easements for Future Development. The condominium property is subject to the following easements:

(a) An easement for pedestrian traffic over, through and across sidewalks adjacent to roadways to be constructed on the condominium property as may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portions of the condominium property as may from time to time be paved and intended for such purposes, and such easements shall be for the use and benefit of possible future development of lands included in Phases II, III and IV.



(b) The right of access to, on, over and across the condominium property for the purpose of maintenance and repair of improvements located in Phases II, III and IV.

(c) The right to construct under, through and over the condominium property for additional utilities, including, but not limited to, water mains, sewer mains, and electrical outlets, as may be required by the lands included in Phases II, III and IV.

(d) The right to continue the natural flow of drainage onto the condominium property from Phases II, III and IV.

(e) In the event the Developer does not submit Phases II, III and IV to condominium ownership, then the condominium property shall be subject to the rights of any owners or mortgagees of record now and in the future of any interests in all or a portion of Phases II, III and IV to install, construct, repair, and maintain such roads, streets, or sewer, water or transmission lines as may be reasonably necessary for the owners or mortgagees of record to use and enjoy the easement rights provided herein; provided, however, the use, installation, construction and repair shall not interfere with the use and enjoyment of the condominium property. The rights granted herein to owners or mortgagees of record shall terminate as Phases II, III and IV are submitted to condominium ownership as is provided herein. The easements granted herein, however, shall not terminate.

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

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

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

7. UNIT BOUNDARIES. Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit as follows:

7.01 The upper and lower boundaries of the unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries.

(a) The upper boundary is the horizontal plane of the unfinished lower surface of the structural ceiling of the unit.

(b) The lower boundary is the horizontal plane of the unfinished upper surface of the concrete floor of the unit.

(c) No part of the nonstructural interior walls shall be considered a boundary of the unit.

7.02 The perimetrical boundaries of the unit shall be the vertical planes of the outer surface of the drywall, plaster, or paneling lining the interior of the wall bounding the unit extending to intersections with each other and with the upper and lower boundaries.

7.03 The owner of each condominium unit shall not be deemed to own staircases, landings, pipes, wires, conduits, air passageways and ducts or other public utility lines running adjacent to said condominium unit or the common areas, which items are by these presents hereby made a part of the common elements. However, said owner shall be deemed to own the walls, stairways and partitions which are contained within said owner's condominium unit, as herein defined, and shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper and so forth.

7.04 In the event that any boundary contains apertures, including, without limitation, windows, doors, skylights and conversation pits, such boundaries shall be extended or modified to include the undecorated finished interior surface of such apertures, including all frameworks thereof.

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

7.06 With respect to any matters not expressly addressed in this Section 7 of the Declaration, or in the event of conflict or ambiguity, the boundary descriptions set forth in the plot plan, survey and graph description attached as Exhibit "B" to the Declaration shall control.

c. COMMON ELEMENTS. Common elements as herein defined shall include within its meaning, in addition to those items more particularly set forth in the Condominium Act, the following items:

(1) The land on which the improvements are located and any other land included in the condominium property, whether or not contiguous.

(2) All parts of the improvements which are not limited within the unit, and which are not designated as limited common elements.

(3) Easements through units for conduits, ducts, plumbing, wiring and other facilities or the furnishing of utility services to units and the common elements.

(4) Property and installations required for the furnishing of utilities and other services to more than one unit or to the common elements.

(5) Lighting fixtures, if any, utilized to illuminate the common elements.

(6) Stairwells, staircases and balconies, if any, located outside of units and not otherwise designated limited common areas.

(7) The recreational improvements.

(8) Masonry walls and gates, if any.

(9) Elevators servicing the building(s), if any.

(10) An undivided share of the common surplus.

(11) Easements for ingress, egress, support, maintenance, repair, replacement and utilities.

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

(13) Easements for overhanging troughs or gutters, down spouts and discharge therefrom of rain water and the subsequent flow thereof over condominium units or any of them.

(14) All load-bearing walls or columns located within units constitute parts of the common elements to the unfinished surface of such walls or columns. Notwithstanding anything herein to the contrary, sliding glass doors and accompanying screen doors located within all walls (including bearing walls) that are within (or constitute boundaries to) units comprise a portion of such units and, accordingly, expenses for upkeep, maintenance, repair and replacement are solely the responsibility of the unit owners.

9. COMMON EXPENSES AND COMMON SURPLUS. Common expenses shall include the costs of carrying out the powers and duties of the Association, and any other expenses designated as common expenses by this Declaration and the Bylaws, including, but not limited to, the following:

(1) The costs of the operation, maintenance, repair and replacement of the common elements and structural maintenance, repair and replacement of the limited common elements.

(2) Fires and other casualty and liability insurance as set forth in the Declaration.

(3) Costs of management of the condominium and administrative costs of the Association including professional fees and expenses.

(4) Costs of water, sewer, cable television, electricity, light poles and other utilities which are not metered to the individual units.

(5) The costs of additions, repairs, alterations or improvements, or purchases by the Association of additional lands, leaseholds or other possessory or use rights in lands or facilities purchased as part of the common elements for the benefit of all the members upon a vote of a majority of the Board of Directors.

(6) The cost of any taxes assessed or levied against the Association.

10. OWNERSHIP OF COMMON ELEMENTS. The owner of each unit shall own a share in interest in the condominium property which

is appurtenant to his unit, which includes, but is not limited to the following items which are appurtenant to units, as indicated:

(1) Common Elements. The undivided shares, stated as a percentage, in the common elements appurtenant to each of the condominium units is set forth on the schedule attached hereto and made a part hereof by reference as Exhibit "C".

(2) Common Surplus. Each unit owner shall own any common surplus of the condominium in the same percentage as the common elements appurtenant to each unit are shared, as set forth in Exhibit "C". This ownership, however, does not include the right to withdraw or require payment or distribution of the same.

(3) Automobile Parking Spaces. The parking areas of the condominium are set out in Exhibit "B" attached hereto. All parking spaces shall be common elements, provided, however, that each unit owner, who receives a written parking space designation from the Developer during or subsequent to the purchase and closing of his unit wherein such unit owner is granted a right of exclusive use of a particular designated parking space or spaces, shall thereupon become the appurtenant unit owner of such space or spaces which shall thereupon become a limited common element usable solely by such appurtenant unit owner. Expenses for the maintenance, repair or replacement of such spaces as limited common elements shall be treated as and paid for as part of the common expenses of the Association, unless otherwise specifically provided in this Declaration and/or Exhibits attached hereto.

Additionally, any parking spaces which remain unassigned shall belong to the Association as a common element for guest parking and shall be utilized by the Association for the needs of the Condominium.

Provided, however, that any parking spaces in excess of those required by the City of Clearwater or any other governmental entity shall be at the option of the Association able to be leased to persons who are not members of the Sunshine Terrace Condominium Association, Inc. The determination whether to lease extra spaces shall be within the discretion of the Board of Directors of the Association.

11. COMMON EXPENSES. The common expenses of the condominium, shall be shared by the unit owners of the condominium in the same percentage as the common elements appurtenant to each unit are shared. In the foregoing ratio, sharing shall remain, regardless of the purchase price of the condominium parcels, their locations or the square footage included in each condominium unit.

#### 12. LIMITED COMMON ELEMENTS.

12.01 There are limited common elements appurtenant to the units in this condominium, as follows:

- (1) Assigned parking spaces (see Section 10(3) hereof);
- (2) Assigned storage lockers; and
- (3) Common elements appurtenant to units and intended for use only by the owners of such appurtenant units, if any.

12.02 These limited common elements are reserved for the use of the units appurtenant thereto to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the limited common elements so appurtenant. Expenses of maintenance and repair relating to the

interior surfaces of such limited common elements shall be borne by and assessed against the individual unit owner, unless otherwise expressly set forth herein. Any expenses of maintenance, repair or replacement relating to the exterior surfaces of such limited common elements, or involving structural maintenance, repair or replacement excluding air conditioning units and condensation lines shall be treated and paid for as a part of the common expenses of the Association, unless otherwise set forth herein.

12.03 With reference to assigned storage lockers, the Association expressly reserves the right to assign or lease any extra storage lockers. The maintenance and repair of said storage lockers shall be as defined in paragraph 12.02.

### 13. GOVERNING BODY: ASSOCIATION.

13.01 The Association: Bylaws. Attached hereto as Exhibit "D" and Exhibit "E" are copies of the Articles of Incorporation and Bylaws of the Association. The operation of the condominium property shall be governed by the Bylaws of the Association. The Bylaws may be modified or amended as provided in Article XX of said Bylaws. No amendment to said Bylaws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel. Defects or omissions in the Bylaws shall not affect the validity of the condominium or the title to condominium units.

#### 13.02 The Association: Membership.

(1) The Association was created to perform the acts and duties of the management of the units and common elements defined and described in this Declaration, and to enforce collection of assessments levied in accordance with its Bylaws necessary to perform said acts and duties.

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

#### 13.03 The Association: Powers and Responsibilities.

(1) The operation of the condominium shall be vested in the Association.

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

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

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

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

(b) The power to make and collect assessments and to maintain, repair and replace the common elements.

(c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by unit owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to unit owners or their authorized representatives. Such records shall include, but are not limited to, a record of all receipts and expenditures and an account for each unit which shall designate the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments came due, the amounts paid upon the account, and the balance due.

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

(e) The Association may enter into a contract with any person, firm or entity for the operation, maintenance or repair of the condominium property. However, any such contract shall not be in conflict with the powers and duties of the Association nor the rights of unit owners as provided in the Condominium Act and these enabling documents.

Each unit owner, his heirs, successors and assigns, shall be bound by any such management agreement or amendment or revisions thereof to the same extent and effect as if he had executed such management agreement for the purposes herein expressed, including, but not limited to, adopting, ratifying, confirming and consenting to the execution of the same by the Association, covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by unit owners as required under said management agreement, acknowledging that all the terms and conditions thereof, including the manager's fee, are reasonable, and agreeing that the persons acting as directors and officers of the Association entering into such an agreement have not breached any of their duties or obligations to the Association. The management agreement, as well as each and every provision thereof, and the acts of the Board of Directors and officers of the Association entering into such agreement are hereby ratified, confirmed, approved and adopted.

(f) The power to adopt reasonable rules and regulations for the maintenance and conservation of the condominium property, and for the health, comfort, safety and welfare of the condominium unit owners, their lessees or vacation rental tenants, all of whom shall be subject to such rules and regulations.

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

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

(i) The power to allocate a common surplus, if any, as it sees fit.

(5) The Association shall have the authority and power to maintain a class action and to settle a cause of action on behalf of the unit owners with reference to matter of common interest, including, but not limited to, the common elements, the roof and structural components of a building or other improvement and mechanical, electrical and plumbing elements serving an improvement or building, as distinguished from mechanical elements serving only a unit. In any case in which the Association has the authority and the power to maintain a class action, the Association may be joined in an action as representatives of the same class with reference to litigation and disputes involving the matters for which the Association could bring a class action.

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

(7) Service of process upon the Association may be had by serving any officer of the Association or by serving the agent designated for the service of process. Service of process upon the Association shall not constitute service of process upon any unit owner.

(8) Nothing herein shall limit any statutory or common law right of any individual unit owner or class of unit owners to bring any action which may otherwise be available in any Court.

(9) A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners at reasonable times.

(10) Failure to permit inspection of the Association's accounting records by unit owners or their authorized representatives shall entitle any person prevailing in an action for enforcement to recover reasonable attorney's fees from the person or persons in control of the books and records who, directly or indirectly, deny access to the books and records for inspection.

14. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS. The responsibility for the maintenance of the condominium property and restrictions upon its alteration and improvements shall be as follows:

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

(1) All common elements.

(2) All portions of the units (except interior wall surfaces) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building, and load bearing columns.

(3) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building or within interior boundary walls, and all such facilities contained within a unit which service part or parts of the condominium other than the unit within which contained.

(4) All property owned by the Association.

(5) All incidental damage caused to a unit by the above work.

14.02 By the Condominium Parcel Owner. The responsibility of the condominium parcel owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of the unit except the portions to be maintained, repaired and replaced by the Association. Notwithstanding the provisions of paragraph 14.01 above, included within the responsibility of the unit owner shall be windows, screens and doors and plate glass. All such maintenance, repairs and replacements shall be done without disturbing the rights of the other unit owners.

(2) Each unit owner shall be and is the sole owner of his condominium unit's heating and air conditioning unit, the components of which are located inside or adjacent to his condominium unit. Accordingly, unit owners shall maintain, repair and replace, at their own expense, any such portions of such system in need thereof. Notwithstanding the foregoing, unit owners shall not be responsible for such conduits and ducts as are described in paragraph 14.01(3) hereof.

(3) Within the unit to maintain, repair, and replace at his expense, all fans, stoves, refrigerators, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage, and sanitary service to his condominium unit.

(4) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building including patios, balconies or terraces or any stucco portion of the unit.

(5) To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

(6) No condominium parcel owner other than the Developer shall make any alterations in the portions of the building 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 or soundness of the building or impair any easement, without first obtaining approval from the Board of Directors of the Association.

14.03 Alteration and Improvement. There shall be no material alterations or substantial additions to the common elements or limited common elements, except as the same are authorized by the Board of Directors. The cost of the foregoing shall be assessed as common expenses of this condominium. Where any alterations or additions as aforescribed are exclusively or substantially exclusively for the benefit of the unit owner(s) requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the unit owners exclusively or substantially exclusively benefiting.

15. ENFORCEMENT OF MAINTENANCE. In the event the owner of a unit fails to maintain or use it as required under this Declaration, Bylaws, Articles of Incorporation of the Association, applicable rules and regulations or any other agreement or document affecting the condominium or administered by the Association, then the Association, Developer, or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions. The Association shall have the right to assess the unit owner and the unit for the necessary forms to put the improvements within the unit in good condition, to impose applicable fines or to suspend voting rights in Association matters. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provision without having committed a trespass or having incurred any other liability to the unit owner. Moreover, the Association shall have a lien upon any such unit, enforceable as elsewhere herein provided, to secure any such assessments as are levied hereunder.

Further, in the event a unit owner violates any of the provisions of paragraph 14 above, the Developer and/or the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry to the subject unit with or without consent of the unit owner.



16. ASSESSMENTS, LIABILITIES, LIEN AND PRIORITY, INTEREST COLLECTIONS.

16.01 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 expenses 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.

16.02 The total monthly and annual assessments chargeable to a unit owner for common expenses are set forth in the estimated operating budget which is proposed for the fiscal year of 1983. Assessments shall be made against unit owners not less frequently than monthly.

16.03 The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements, services or recreation facilities, or by abandonment of the unit for which the assessments are made.

16.04 Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest contract rate allowed by law.

16.05 The Association shall have a lien on each condominium parcel for any unpaid assessment 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 and all court costs, including, but not limited to, filing and service of process fees, and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, including same if an appeal. As used herein, reasonable attorneys' fees shall be deemed to mean at least ten percent (10%) of the amount sought to be collected or such reasonable greater sums as a court might award at the trial and/or appellate level, but in either event no less than One Hundred Fifty Dollars (\$150.00) if a foreclosure of lien action is actually filed on behalf of the Association.

Such liens shall be effective from and after the time of recording in the public records of Pinellas County, Florida, 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 include only assessments which are due and payable when the claim of lien is recorded. Such claims of liens 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.

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 interest 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.

16.06 Liens for assessments may be foreclosed by suit brought in the name of the Association in the manner of the 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.

16.07 Where a mortgagee of a first mortgage of record, or other purchaser of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or where an institutional mortgagee of record accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title and its successors and assigns, shall not be liable for the share of common expenses or assessment by the Association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure, or acceptance of such deed in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer, its successors and assigns. 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.

16.08 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.

16.09 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.

16.10 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 the Developer or to any unit owner or to any third party.

16.11 Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a condominium unit.

16.12 Except as set forth in paragraph 16.07, no unit owner shall be excused from the payment of his proportionate share of the common expenses of a condominium unless all unit owners are likewise proportionately excused from such payment, except in the following case:

(1) The Developer may be excused from the payment of the share of the common expenses and assessments related thereto for a period subsequent to the recording of the Declaration of Condominium and terminating not later than the first day of the fourth calendar month following the month in which such

Declaration is recorded, or for period terminating with the first day of the month of the third succeeding calendar month after the closing of the purchase and sale of any condominium to a unit owner who is not the Developer, the nominee of the Developer, or a substitute or alternative Developer, whichever shall be the later date; or

(2) The Developer may be excused from the payment of his share of the common expenses in respect to those units during such period of time that it shall have guaranteed that the assessment for common expenses of the condominium imposed upon the unit owners other than the Developer making the guarantee shall not increase over a stated dollar amount and obligate himself to pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other unit owner.

16.13 There is a recreational facilities lease associated with this Condominium under which the unit owners are required, as a condition of ownership, to be lessee's under the recreational facilities lease. The unit owners are required to pay fees for the use of the recreational facilities. These fees are incorporated in the budget for the Condominium (Exhibit "G" to the Prospectus). There is a lien or lien right against each unit to secure the payment of these exactions under the recreation lease. The unit owner's failure to make these payments may result in foreclosure of the lien pursuant to paragraph 16.05 of this Declaration. The recreational facilities lease is attached to this Declaration as Exhibit "N". Attached as Exhibit "M" is the lease by and between the Biltmore Construction Co., Inc. and the Sunshine Towers Apartment Residences Association, Inc.

17. INSURANCE. The insurance other than title insurance that shall be carried upon the condominium property and the property of the apartment owners, together with the provisions governing the same are more particularly set forth in Articles VIII and IX of the Bylaws of this condominium which are attached as Exhibit "E" to this Declaration and made a part hereof as though set out in full.

18. SALE, TRANSFER, CONVEYANCE, LEASE OR VACATION RENTAL.

18.01 In the event a unit owner wishes to sell, transfer or lease his unit, he shall first deliver written notice containing a copy of the proposed contract or lease with the name and address of the proposed purchaser or lessee to the Association notifying it of his intention to accept the same. The Association shall have the first right of either consent to the transaction or to purchase or lease the unit or to provide a purchaser or lessee for the unit upon the same terms as those specified in said notice and shall have ten (10) days from the date of delivery of said notice in which to deliver a binding offer to buy or lease upon the same terms and conditions as set forth in the unit owner's notice.

18.02 Thereupon, the unit owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Association. Failure of the Association to provide a binding offer as required above shall be deemed consent to the transaction specified in the unit owner's notice and the owner shall be free to make or accept the offer specified in his notice and to sell or lease his unit pursuant thereto to the prospective purchaser or lessee therein named within ninety (90) days after his notice is given.

18.03 In the event a unit owner purchases or leases a unit or provides a purchaser or lessee therefor, or consents to a proposed sale or lease, the Board of Directors of the Association shall deliver its written approval as hereinafter established.

18.04 Any attempt to sell or lease a unit without the prior written approval of the Association shall be deemed a breach of this Declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon any purchaser or lessee; provided, however, any deed or lease may be validated by subsequent approval of the Association in the event of a sale or lease without prior approval as herein provided.

18.05 In the event the sale to a third party is approved by the Association, but is not ultimately consummated or the unit owner withdraws his offer to the Association and rejects the offer of the stated designee of the Association, said unit owner may not sell or lease his unit without further complying with the terms and conditions of this paragraph.

18.06 The consent of the Board of Directors of the Association shall be in proper recordable form, signed by two officers of the Association, one of which shall not be the unit owner desiring to sell, transfer, rent or lease said unit and shall be delivered to the purchaser or lessee.

18.07 No fee shall be charged in connection with the proposed transfer or approval in excess of the expenditures reasonably required for credit report expenses which shall not exceed Fifty Dollars (\$50.00).

18.08 Anything in this paragraph to the contrary notwithstanding, should any condominium unit or parcel at any time become subject to an institutional first mortgage, the holder thereof, upon becoming the owner of said condominium parcel through foreclosure, or other means, and its immediate grantee, shall have the unqualified right to sell, lease or otherwise transfer said unit, including the fee ownership thereof, without prior offer to the Association.

18.09 The subleasing or subrenting of a unit owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association shall have the right to require that a substantially uniform form of lease or sublease, be used or, in the alternative, the Board of Directors' approval of the lease or sublease form to be used shall be required. After approval, as herein set forth, entire units may be rented provided the occupancy is only by the lessee, his family and guests. No individual rooms may be rented.

18.10 A unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families and guests: (i) the individual unit owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under an approved lease or sublease of the unit (as described below), as the case may be. Occupants of an approved leased or subleased unit must be the following persons, such persons' families and guests: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. Under no circumstances may more than one family reside in a residential unit at one time. "Families" or words of similar import used herein shall be deemed to include spouses, parents, parents-in-law, brothers, sisters, children and grandchildren. In no event shall occupancy (except for occasional rental or temporary occupancy of guests) exceed four (4) persons. Without limiting the generality of this paragraph, units shall be occupied by no more than five (5) persons, including children, if the same is being used as a vacation rental unit. The Board of Directors shall have the power to authorize occupancy of a unit by persons in addition to those set forth above.

18.11 This paragraph shall not be applicable to the Developer which is irrevocably empowered to sell, lease or rent condominium units to any lessees or purchasers. The said Developer shall have the right to transact any business necessary to consummate sales, leases or rentals of said units, including, but not limited to, the right to maintain model units, have signs, employees in the offices, use the common elements and show units. Sales offices signs and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer.

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

18.13 A unit may be leased for a minimum period of ninety (90) days.

19. CONDOMINIUM PARCELS, APPURTENANCES, POSSESSION AND ENJOYMENT.

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

19.02 There shall pass with a unit as appurtenances thereto:

- (1) An undivided share of the common elements.
- (2) The right to use such portion of the common elements as is provided for herein.
- (3) An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any airspace which is vacated from time to time.

- (4) An undivided share in the common surplus.

19.03 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 not such use shall hinder or encroach upon the lawful rights of the owners of the other units. There shall be a joint use of the common elements and a joint mutual nonexclusive easement for that purpose is hereby created.

20. VOTING RIGHTS. Subject to any provisions of the Bylaws of the Association applicable thereto, (see Bylaws, Article IV) a unit owner is entitled to one vote for each unit owned.

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

## 22. COSTS AND ATTORNEYS' FEES.

22.01 In any proceeding arising because of the alleged failure of a unit owner to comply with the terms of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto, and said documents and rules and regulations as may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court, provided no attorneys' fees may be recovered against the Association in such action.

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

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

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

## 25. AMENDMENT OF DECLARATION.

25.01 This Declaration may be modified or amended by notice of the subject matter of the proposed amendment being included in the notice of any meeting at which a proposed amendment is considered. An amendment may be proposed by either the Board of Directors or by sixty (60%) percent of the Association. A resolution adopting a proposed amendment must bear the approval of not less than sixty (60%) percent of the entire membership of the Board of Directors and sixty (60%) percent of the members of the Association, or by not less than sixty-six and two-thirds (66 2/3%) percent of the entire membership of the Association. Directors and members not present at the meetings considering the amendment may express their approval, in writing, given before such meetings.

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

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

25.04 Notwithstanding the foregoing, there shall be no amendment which shall adversely affect the rights granted to the mortgagee hereunder. Provided, however, no amendment shall change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to such unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus unless the record owner thereof and all record owners of liens thereon shall join in the execution of the amendment.

25.05 Anything herein to the contrary notwithstanding, the Developer expressly reserves the right to amend this Declaration in order to correct any legal description contained herein which may be incorrect by reason of a scrivener's or surveyor's error. However, if such amendment alters or modifies the physical dimensions of the common elements, it shall not change any unit owner's proportionate or percentage share of ownership of common elements. The Developer may amend this Declaration as aforesaid by filing an amended legal description as an amendment to this Declaration among the Public Records of Pinellas County, Florida, which amendment shall expressly describe the legal description which is being corrected (by reference to the exhibit containing said legal description) in addition to the correct legal description. Such amendment need be executed and acknowledged only by the Developer and need not be approved by the Association, unit owners, lienors, or mortgagees of units of the Condominium, except for the written consent of any affected mortgagee. As part of any such amendment, there shall be attached hereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be the scrivener or the surveyor, which affidavit shall set forth that: (1) said individual made an error in the legal description, (2) the error is corrected by the description contained in the amendment, and (3) it was the intent at the time of the incorrect original legal description to make that description such as is contained in the new amendment.

26. TERMINATION OF CONDOMINIUM.

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

26.02 Upon removal of the condominium property from the provisions of the Condominium Act, the condominium property shall be deemed to be owned in common by the unit owners. The undivided share in the property owned in common by each unit owner shall be the undivided share previously owned by such owner in the common elements.

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

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

26.05 In the event of substantial damage to or destruction of all or a substantial part of the condominium property, and in the event the property is not repaired, reconstructed or rebuilt within a reasonable period of time, any unit owner or institutional mortgagee shall have the right to petition a court of equity having jurisdiction in and for Pinellas County,

Florida, for equitable relief, which may, but need not necessarily, include a termination of the condominium and a partition.

#### 27. LIMITATION OF LIABILITY.

27.01 The liability of the owner of a unit for common expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration.

27.02 The owner of a unit may be personally liable for the acts or omissions of the association in relation to the use of the common elements, but only to the extent of his pro rata share of that liability in the same percentage as his interest in the common elements, and then in no case shall that liability exceed the value of his unit. In any legal action in which the association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the association shall give notice of the exposure within a reasonable time to all unit owners, and they shall have the right to intervene and defend.

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

29. RESTRICTIONS AND EASEMENTS. The real property submitted to condominium ownership herewith is subject to conditions, limitations, restrictions, dedications, reservations of record, taxes, applicable zoning or ordinances now existing or which may hereafter exist, easements for utility service for the United States post office authorities, and any right of the United States of America, State of Florida, or any governmental agencies as to any submerged lands and as to any lands lying below the natural, ordinary high water line of the surrounding bodies of water, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates, and the said Developer shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion; and thereafter the Association shall be empowered to grant such easements on behalf of its members. During the period of time that the Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. Except for easements already granted, the right to grant the foregoing easements shall be subject to said easements not structurally weakening the building improvements upon the condominium property nor unreasonably interfering with the enjoyment of the condominium property by the Association's members.

The Developer and/or the Association shall have the right and authority at any time without the consent of any other party to dedicate, convey or grant easements and execute and deliver bills of sale or warranty deeds or execute such other



documents as may be necessary, or do any or all of the foregoing in connection with the water, drainage, and sewage distribution and facilities located on or under the condominium property. The foregoing shall be for the purpose of conveying, dedicating or granting easements to the appropriate municipal authorities for said water, drainage and sewage distribution system and facilities so that such authorities will maintain and operate the said water, drainage and sewage distribution system and facilities.

An easement, whether heretofore or hereafter created under and pursuant to this Declaration of Condominium shall constitute a covenant running with the land of the condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use and purpose and shall survive the termination of the condominium. The unit owners of this condominium do hereby designate the Developer and/or the Association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

30. DEVELOPER LEASING. The Developer discloses that this Condominium is presently subject to a program of unit leasing. The Developer has no plan to lease condominium units rather than selling them but does reserve the right to lease unsold condominium units until such time as all condominium units are sold. Additionally, the Developer reserves the right to maintain on the Condominium property a leasing office. All of the Condominium units are subject to the foregoing leasing arrangements.

The Developer herein intends and expects to sell all the units in the Condominium. The Developer reserves the right to assign unsold units to any of the principals of the corporation or to others. Units so assigned will in all likelihood be held for rental purposes by the assignees.

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

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

32. EXECUTION OF DOCUMENTS REQUIRED BY PINELLAS COUNTY, FLORIDA. The Developer's plan for the development of this condominium may require, from time to time, the execution of certain documents required by Pinellas County, Florida. To the extent that said documents require the joinder of any or all property owners in this condominium, each of said owners does irrevocably give and grant to the Developer or any of the officers, individually, full power-of-attorney to execute said documents as his agent and in his place and stead.

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

34. APPROVAL AND RATIFICATION. Condominium Association, by its execution of this Declaration of Condominium, approves and ratifies all of the covenants, terms and conditions, duties and obligations of this Declaration of Condominium and exhibits attached thereto. The condominium unit owners, by virtue of their acceptance of the deed of conveyance as to their condominium unit, and other parties by virtue of their occupancy of units, hereby approve and ratify all of the terms and conditions, duties, and obligations of this Declaration of Condominium and exhibits attached thereto.

35. WARRANTIES. The Developer hereby grants to the purchaser of each unit those warranties given by Section 718.203, Florida Statutes. Any other implied or statutory warranties, including warranties of merchantability and fitness for use, are hereby disclaimed. Developer further disclaims any intent to have made any warranty or representation in connection with the condominium documents and disclosure materials except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made herein. Any estimates of common expenses, taxes or other charges are believed to be accurate, but no warranty or guaranty is made or intended, nor may be relied upon except where same is specifically warranted or guaranteed.

#### 36. RULES AND REGULATIONS.

36.01 As to Common Elements. The Board of Directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the common elements of the condominium and any facilities or services made available to the unit owners. The Board of Directors shall, from time to time, post in a conspicuous place on the condominium property, a copy of the rules and regulations adopted, from time to time, by the Board of Directors.

36.02 As to Condominium Units. The Board of Directors may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the condominium unit(s), provided, however, that copies of such rules and regulations are furnished to each unit owner prior to the time the same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the condominium property.

36.03 Rules and Regulations. The rules and regulations shall be deemed in effect until amended by the Board of Directors and shall apply to and be binding upon all unit owners. The unit owners shall, at all times, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. In order to change, amend or vary old or present rules and regulations and/or adopt new rules and regulations the same shall be duly passed by at least fifty-one percent (51%) majority vote or consent of the Board of Directors; however, no vote of the membership is required. A change, amendment or adoption of a

rule and regulation does not require an amendment to the Declaration of Condominium or Bylaws. The rules and regulations, in full force and effect as of the date of this Declaration are attached hereto as Exhibit "F" and made a part hereof as though set out in full.

37. SALES ACTIVITY AND DEVELOPER'S RIGHTS. Until the Developer has completed and sold all the units of the condominium, neither the unit owners nor the Association nor their use of the condominium shall interfere with the completion of the contemplated improvements and the sale of units. The Developer (or its duly authorized agents or assigns) may make such use of the unsold units and the common elements as may facilitate such completion and sale, including, but not limited to, the maintenance of sales offices for the showing of the property and display of signs, billboards, placards, and visual promotional materials. The Developer may use unsold units as model units or as sales offices for display purposes to prospective condominium purchasers. The Developer shall have the right to use available parking spaces for prospective purchasers and such other parties as Developer determines. The sales office personal property, model furnishings, signs and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer. It should be understood that the Developer may continue to engage in a program of unit leasing for any unsold units. Developer, until all units are sold, shall have the full right and authority to use the common elements and the areas as aforescribed in furtherance of such program for unit leasing.

38. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY UNIT OWNERS.

38.01 Consent of the Board of Directors. No unit owner shall make any structural addition, alteration or improvement in or to his unit without the prior written consent thereto of the Board of Directors. The Board shall have the obligation to answer any written request by a unit owner for approval of a proposed structural addition, alteration or improvement in such unit owner's unit within thirty (30) days after such request is received, and the failure to do so within the stipulated time shall constitute the Board's consent to the proposed addition, alteration or improvement. All structural additions, alterations and improvements by the unit owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, as well as the rules and regulations promulgated by SUNSHINE TERRACE CONDOMINIUM ASSOCIATION, INC., including, but not limited to, any prohibitions contained therein regarding exterior alterations. A unit owner making or causing to be made any structural additions, alterations or improvements agrees, and shall be deemed to have agreed, to hold the Association and all other unit owners harmless from any liability arising therefrom.

38.02 Additions, Alterations or Improvements to Developer-Owned Units. The foregoing restrictions of this paragraph 38.02 shall not apply to Developer-owned units. The Developer shall have the right, without the consent or approval of the Board of Directors or other unit owners, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to, and upon any unit owned by it (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the improvements).

39. CHANGES IN DEVELOPER-OWNED UNITS. Developer shall have the right, without the vote or consent of the Association to (i) make alterations, additions, or improvements in, to, and upon units owned by Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Developer-owned units; (iii)

change the size and/or number of Developer-owned units by subdividing one (1) or more Developer-owned units into two (2) or more separate units, combining separate Developer-owned units (including those resulting from such subdivision or otherwise) into one (1) or more units, or otherwise (the foregoing combining may be either horizontal or vertical combining of units); and (iv) reapportion among Developer-owned units affected by such change in size or number pursuant to the preceding clause (iii), their appurtenant interest in the common elements and share of the common expenses; provided, however, that the percentage interest in the common elements of any units (other than Developer-owned units) shall not be changed by reason thereof unless the owners of such units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction. The provisions of this paragraph may not be added to, amended or deleted without the prior written consent of the Developer.

40. RIGHTS RESERVED UNTO MORTGAGEES. So long as any mortgagees or mortgagees shall hold any first mortgage upon any condominium parcel or condominium parcels, such mortgagee or mortgagees shall have the following rights, to wit:

40.01 To be furnished by the Association with at least one copy of the annual financial statement and report of the Association, prepared by a public accountant designated by the Association, including a detailed statement of annual carrying charges or income collected and operating expenses, such financial statement and report to be furnished within ninety (90) days following the end of each calendar year.

40.02 To be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration of Condominium, or the Articles of Incorporation and Bylaws of the Association, which notice shall state the nature of the amendment being proposed.

40.03 To be given notice by the Association of default of any member owning any condominium parcel encumbered by a mortgage held by any mortgagee or mortgagees, such notice to be given in writing and to be sent to the principal office of such mortgagee or mortgagees, or to the place which it or they may designate in writing to the Association.

40.04 To cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay premium or premiums due, from time to time, on insurance policy or policies which the Association is required to keep in existence, it being understood that the Association shall deposit in an escrow depository satisfactory to each mortgagee or mortgagees a monthly sum equal to one-twelfth (1/12) of the annual amount of such insurance expense, and to contribute such other sum as may be required therefor to the end that there shall be on deposit in said escrow account at least one month prior to the due date for payment of such premium or premiums a sum which will be sufficient to make full payment therefor. The insurance trustee designated by the Association may designate any mortgagee interested in the condominium to act in such capacity.

Whenever any mortgagee or mortgagees desires the provisions of this article to be applicable unto them, they shall serve written notice of such fact upon the Association by registered mail or certified mail addressed to the Association and sent to its address stated herein with a copy by registered or certified mail to the first mortgagee who first held a first mortgage encumbering a condominium parcel, which written notices

shall identify the condominium parcel or condominium parcels upon which any such mortgagee or mortgagees hold any mortgage or mortgages which may be held by it or them, and which notice shall designate the place to which notices are to be given by the Association to such mortgagee or mortgagees.

Premiums for insurance required to be placed by the Association shall be a common expense and shall be paid the Association. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements imposed by the mortgagee who held a first mortgage encumbering a condominium parcel, the said mortgagee shall have the right at its option to order and advance such sums as are required to maintain or procure such insurance, and to the extent of the moneys so advanced, plus interest thereon at the highest legal rate, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against individual unit owners for the payment of such items or common expenses.

If two (2) or more mortgagees hold any mortgage or mortgages upon any condominium parcel or condominium parcels, and/or shall be the owner of any condominium parcel or condominium parcels, the exercise of the rights above described or manner of exercising said rights shall vest in the mortgagee owning and holding the first recorded mortgage encumbering a condominium parcel, and the decision of such mortgagee shall be controlling.

41. MANAGEMENT AGREEMENT. The Association has the right to enter into a Management Agreement and if it enters into a monthly or annual Management Agreement, each unit owner, his heirs, successors and assigns shall be bound by the said Management Agreement to the same extent and effect as if he had executed said agreement for the purposes therein expressed, including, but not limited to: adopting, ratifying and confirming to the execution thereof by the Association; covenanting to perform each of the undertakings to be performed by owners as provided for thereunder; agreeing that the persons acting as directors and officers of the Association entering into such Management Agreement have not breached any of their duties or obligations to the Association. The aforereferenced Management Agreement may be cancelled by unit owners other than the Developer pursuant to the terms of Section 718.302, Florida Statutes.

42. PLAN OF DEVELOPMENT. The condominium is part of a phase project, pursuant to and in accordance with the Condominium Act of the State of Florida, and in the event the Developer elects to add phases to this condominium, as hereinafter described, then a complete description of the phasing is as follows:

42.01 In the event of phasing as hereinafter described, then this condominium as originally submitted under this Declaration will sometimes be referred to as "Phase I". In addition to Phase I, there may be an additional three (3) phases to this condominium as hereinafter described.

42.02 Attached hereto as Exhibit "I" is a legal description of the land on which a phase to this condominium may become a part of the condominium and upon which improvements may be built. In the event the land as shown on Exhibit "H" is phased in as part of this condominium, then that portion of the condominium may be referred to as "Phase II". In the event of Phase II as part of this condominium, then same shall be built and constructed on the land described in said Exhibit "I" hereto.

42.03 Attached hereto as Exhibit "J" is a legal description of the land on which a phase to this condominium may become

a part of the condominium and upon which improvements may be built. In the event the land as shown on Exhibit "I" is phased in as part of this condominium, then that portion of the condominium may be referred to as "Phase III". In the event of Phase III as part of this condominium, then same shall be built and constructed on the land described in said Exhibit "J" hereto.

42.04 Attached hereto as Exhibit "K" is a legal description of the land on which a phase to this condominium may become a part of the condominium and upon which improvements may be built. In the event the land as shown on Exhibit "J" is phased in as part of this condominium, then that portion of the condominium may be referred to as "Phase IV". In the event of Phase IV as part of this condominium, then same shall be built and constructed on the land described in said Exhibit "K" hereto.

42.05 The number and type of each unit to be included in each phase is as set out on Exhibit "L" hereto.

42.06 Each of the unit owners shall own an undivided fractional interest in the common elements and limited common elements.

42.07 In the event Phase II is added as part and parcel of this condominium, then each unit's percentage ownership in the common elements as to Phase I and Phase II shall be as more particularly set forth in Exhibit "C" to the Declaration.

42.08 In the event Phase III is added as part and parcel of this condominium, then each unit's percentage ownership in the common elements as to Phase I, Phase II and Phase III shall be as more particularly set forth in Exhibit "C" to the Declaration.

42.09 In the event Phase IV is added as part and parcel of this condominium, then each unit's percentage ownership in the common elements as to Phase I, Phase II, Phase III and Phase IV shall be as more particularly set forth in Exhibit "C" to the Declaration.

42.10 In the event of any additional phase being added to this condominium, there shall not be any additional recreational areas and facilities or personal property to be provided by the Developer other than those described in this Prospectus. Set forth below is a summary of voting rights in the Condominium Association as the same relates to Phase I, II, III and IV.

42.11 As to the aforementioned voting rights, in the event Phase II is added as part and parcel of this condominium, then the membership vote and ownership in the association attributable to each unit in Phase I and Phase II shall be one (1) vote per unit. It is the intention herein that in the event Phase II is added, the membership in the association shall increase by the additional units as added in Phase II and that each of said units shall have one vote per unit and that Phase I unit owners shall each have one vote per unit and that Phase II unit owners shall each have one vote per unit, for a total for Phases I and II of 24 voting units. In the event Phase II is not added and developed as part of the condominium, the membership vote and ownership in the association shall be one vote per unit for Phase I unit owners only, as same exists pursuant to and under the prospectus.

In the event Phase III is added as part and parcel of this condominium, then the membership vote and ownership in the association attributable to each unit in Phases I, II and III shall be one (1) vote per unit. It is the intention herein that in the event Phase III is added, the membership in the

association shall increase by the additional units as added in Phase III and that each of said units shall have one vote per unit and that Phase I and II unit owners shall each have one vote per unit and that Phase III unit owners shall each have one vote per unit, for a total for Phases I, II and III of 36 voting units. In the event Phase III is not added and developed as part of the condominium, the membership vote and ownership in the association shall be one vote per unit for Phases I and II unit owners only, as same exists pursuant to and under the prospectus.

In the event Phase IV is added as part and parcel of this condominium, then the membership vote and ownership in the association attributable to each unit in Phases I, II, III and IV shall be one (1) vote per unit. It is the intention herein that in the event Phase IV is added, the membership in the association shall increase by the additional units as added in Phase IV and that each of said units shall have one vote per unit and that Phase I, II and III unit owners shall each have one vote per unit and that Phase IV unit owners shall each have one vote per unit, for a total for Phases I, II, III, and IV of 54 voting units.

42.12 If one or more phases are not built, the units which are built are entitled to one hundred percent (100%) ownership of all common elements within the Phases actually developed and added as a part of the condominium.

42.13 The time period within which Phase II must be completed, in the event the developer elects to add Phase II, is on or before May, 1989.

(a) The time period within which Phase III must be completed, in the event the developer elects to add Phase IV, is one or before May, 1989.

(b) The time period within which Phase IV must be completed, in the event the developer elects to add Phase IV, is on or before May, 1989.

42.14 Time-share estates will not be created with respect to units in any phase.

42.15 Upon substantial completion of the construction of any additional phase, and the developer of such additional phase elects to phase in such phase to this condominium, then the developer of the phase shall file with the Division of Florida Land Sales and Condominiums of the Department of Business Regulation and record among the Public Records of Pinellas County, Florida, a survey prepared by a surveyor authorized to practice in the State of Florida, with the appropriate certificate of the surveyor, pursuant to and in accordance with the Condominium Act of the State of Florida. Said certificate shall state that the construction of the improvements for such phase being added is substantially complete and is an accurate representation of the location and dimensions of the improvements.

42.16 Notwithstanding the provisions of Section 718.110, Florida Statutes, amendments to the Declaration of Condominium adding any phase to the condominium shall not require the execution of such amendments or consents thereto by unit owners, mortgagees, lienors or the association; however, such amendments shall require the execution or consent thereto by the developer of this condominium, as well as the developer of the phase being added, in the event that the developer of the phase being added is other than the developer of this condominium.

42.17 A developer of any additional phase may be the developer of this condominium and/or the nominee, designee, assignee or successor in whole or in part, or the developer.

42.18 Developer, its successor, nominee, assignee or designee has no obligation or responsibility to cause any additional phase or its improvements to be constructed. In the event an additional phase is added as part and parcel of this condominium, then the developer of such phase added shall be the sole judge and have sole discretion of any additional phase and all of its improvements, amenities, equipment and personalty, provided that same is in accordance with the provisions of this paragraph.

42.19 The Developer shall notify owners of existing units of the commencement of, or the decision not to add, one or more additional phases. Notice shall be by certified mail addressed to each owner at the address of his unit or his last known address.

43. MAINTENANCE GUARANTEE. The Developer recognizes that by reason of the difficulties normally encountered in initially setting up the management and operation of a condominium, it is useful to provide some form of guarantee for an operating period (hereinafter referred to as the "guarantee period"). The guarantee period shall be in full force and effect for a term of one (1) year commencing from the date the Developer sells and closes the first condominium unit to a purchaser in the Condominium. Accordingly, the Developer has agreed in this Declaration of Condominium, paragraph 16.12(2), that for the guarantee period, only "guaranteed assessments" as hereinafter set out will be charged, and the Developer shall be responsible for making up the difference, if any, between the actual common expenses of the Condominium and the amount collected from unit owners under the "guaranteed assessments". During the same period of time, the Developer will make no payments for assessments for units owned by the Developer, but instead will pay the difference between the amount estimated in the "guaranteed assessments" and the actual costs and expenses of operating the Condominium.

For full and complete detailed information pertaining to Developer's guarantee, please refer to paragraph 16 of this Declaration of Condominium and Exhibit "G" to this Declaration of Condominium, which is a form of guarantee to be delivered to each purchaser at the time of closing. Please also refer to Exhibit "G" to the Prospectus, which is the estimated operating budget for the Condominium.

#### 44. MISCELLANEOUS.

44.01 Whenever notices are required to be sent hereunder, the same shall be sent to the unit owners by regular mail, at their place of residence in the condominium building, unless the unit owner has, by written request duly receipted for, specified a different address. Notices to the Association shall be delivered by regular mail to the resident agent. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

44.02 Each unit owner and the Association shall be governed by and shall comply with the Condominium Act and this Declaration and Bylaws as they exist from time to time. Failure to do so shall entitle the Association or any unit owner to recover sums due for damages or injunctive relief or both. Such actions may be maintained by or against a unit owner or the Association or in a proper case by or against one or more unit owners and the prevailing party shall be entitled to recover reasonable attorneys' fees. Such relief shall not be exclusive of other remedies provided by law.

44.03 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 the Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of condominium in accordance with the laws made and provided for the same. As used herein, the term "member" means and refers to any person, natural or corporate, who is a unit owner.

44.04 No owner of a condominium parcel may exempt himself from liability for his contribution toward the common expenses by waiver of the use and enjoyment of any of the common elements or the recreational facilities or by the abandonment of his unit.

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

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

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

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

44.09 The Association shall make available copies of the Prospectus and Declaration, and exhibits thereto, to lenders and holders, insurers or guarantors of any first mortgage.

44.10 This Declaration and all exhibits thereto shall be binding upon and inure to the benefit of each unit owner, his heirs, personal representatives, successors, assigns, grantees and any an all persons claiming by, through or under any unit owner.

IN WITNESS WHEREOF, SUNSHINE TERRACE DEVELOPMENT COMPANY, a Florida corporation, has cause these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 13<sup>th</sup> day of AUGUST, 1983.

Signed, sealed and delivered in the presence of:

Will H. [Signature]  
Raymond W. Smith

Will H. [Signature]  
Raymond W. Smith

SUNSHINE TERRACE DEVELOPMENT COMPANY, a Florida corporation

By: [Signature]  
President

By: [Signature]  
Secretary

DEVELOPER

STATE OF FLORIDA  
COUNTY OF PINELLAS

I hereby certify that on this date personally appeared before me TOMMY R. WAITE, the President of SUNSHINE TERRACE DEVELOPMENT COMPANY, a Florida corporation, to me known to be the person who signed the foregoing Declaration as such officer, and acknowledged the execution to be his free act and deed as such officer for the uses and purposes herein mentioned and that the said instrument is the act and deed of said corporation.

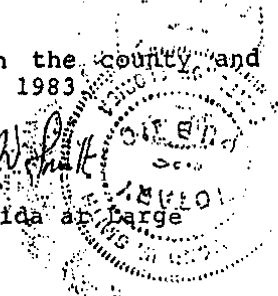
WITNESS my hand and official seal in the county and state aforesaid, this 13<sup>th</sup> day of AUGUST, 1983.

*Raymond W. Smith*

NOTARY PUBLIC

Notary Public, State of Florida at Large  
My Commission Expires July 18, 1987

My commission expires: BONDING THRU HUCKLEBERRY, SIBLEY & HARVEY INSURANCE & BONDS, INC.



SUNSHINE TERRACE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of the Declaration and the exhibits attached hereto.

IN WITNESS WHEREOF, SUNSHINE TERRACE CONDOMINIUM ASSOCIATION, INC., has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 13<sup>th</sup> day of AUGUST, 1983.

SUNSHINE TERRACE CONDOMINIUM ASSOCIATION, INC.

By: *Ann R. Harris*  
President

Attest: *A. B. Harris*  
Secretary

(CORPORATE SEAL)

Signed, sealed and delivered in the presence of:

*Wade / [Signature]*  
*Raymond W. Smith*

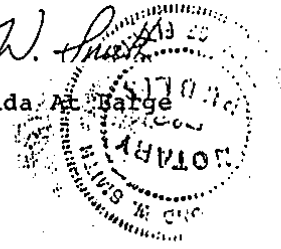
STATE OF FLORIDA  
COUNTY OF PINELLAS

I hereby certify on this day before me, an officer duly authorized in the state and county aforesaid to take acknowledgments personally appeared TOMMY R. WAITE and ANN R. HARRIS well known to me to be the President and Secretary respectively, of SUNSHINE TERRACE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under

the authority duly vested in them by SUNSHINE TERRACE CONDOMINIUM ASSOCIATION, INC. and that the seal affixed thereto is the true seal of said corporation.

WITNESS my hand and official seal in the county and state aforesaid, this 13<sup>th</sup> day of AUGUST, 1983.

*Raymond W. Smith*  
NOTARY PUBLIC  
State of Florida At Large



My commission expires:

Notary Public, State of Florida at Large  
My Commission Expires July 18, 1987  
BONDED THRU HUCKLEBERRY, SIBLEY  
& HARVEY INSURANCE & BONDS, INC.

EXHIBIT "A" TO THE  
DECLARATION OF CONDOMINIUM  
SUNSHINE TERRACE, A CONDOMINIUM

---

LEGAL DESCRIPTION  
OF THE  
REAL PROPERTY BEING SUBMITTED

## SUNSHINE TERRACE, A CONDOMINIUM

## PHASE I - LEGAL DESCRIPTION

A parcel of land in the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 22, Township 29 South, Range 15 East, Pinellas County, Florida, further described as follows:

Begin at the NW corner of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of the said Section 22-29-15, and run thence along the 40 acre line, also the centerline of Greenwood Avenue R/W, S 00°01'36" E, 117.50'; thence S 89°03'49" E, 266.39' to the northwesterly corner of Sunshine Terrace Condominiums boundary line for a P.O.B.; thence continue along the said line S 89°03'49" E, 188.65'; thence S 00°10'32" E, 119.46'; thence N 89°03'49" W, 66.99'; thence S 00°56'11" W, 116.00'; thence N 89°03'49" W, 123.76' to the westerly boundary line of the said Sunshine Terrace Condominiums; thence along the said boundary line, N 00°57'56" E, 21.31'; S 89°03'49" E, 3.67'; N 46°57'11" E, 55.00'; thence N 44°45'49" W, 55.13'; N 89°03'49" W, 5.97'; N 01°44'49" E, 137.44' to the P.O.B. Containing 35,360.68 sq. ft. (0.8118 Acres) MOL.

EXHIBIT "B" TO THE  
DECLARATION OF CONDOMINIUM OF  
SUNSHINE TERRACE, A CONDOMINIUM

PLOT PLAN, SURVEY AND GRAPHIC DESCRIPTION

# A Condominium

## City of Clearwater, Florida

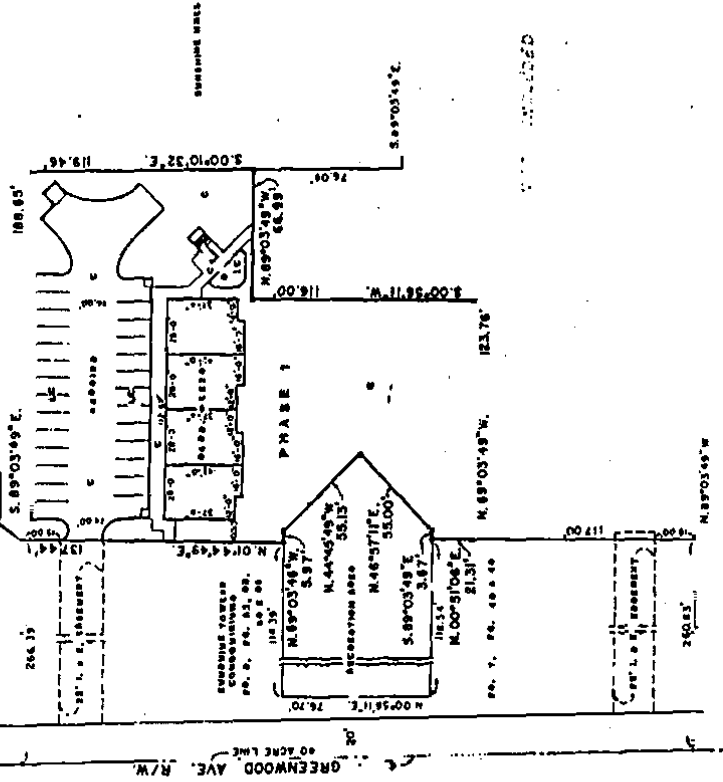
### Section 22 - Township 29 South - Range 16 East

#### DESCRIPTION

A part of land in the SW of Section 22, Township 29 South, Range 16 East, Pinellas County, Florida, further described as follows: Begin at the NE corner of the SW of the said section 22-29-13, and run thence along the 40 acre line, also the centerline of Greenwood Avenue N.W. S 00°01'49" E, 117.50'; thence S 89°01'49" E, 266.35' to the 40 acre line; thence S 89°03'49" E, 115.49'; thence S 89°03'49" E, 66.29'; thence S 89°03'49" E, 116.00'; thence S 89°03'49" E, 116.00'; thence S 89°03'49" E, 116.00'; thence S 89°03'49" E, 3.67'; thence S 89°03'49" E, 55.00'; thence S 89°03'49" E, 55.13'; thence S 89°03'49" E, 137.46' to the 500 E.E. Containing 35,360.88 sq. ft. 10,818 Acres± FMU.

#### PHASE II:

NW COR. OF NW 1/4 OF SEC. 22-29-13  
S 1.00°01'49" E, 117.50'



#### SURVEYOR'S CERTIFICATE

The undersigned hereby certifies that he is a Registered Land Surveyor, under the laws of the State of Florida, that the construction of the improvements described herein is in accordance with the plans upon substantial completion of improvements and final survey of such improvements, and that the survey was made to establish the boundaries of the same and to determine the area of the same as shown on the attached plat.

This certificate together with the Declaration of Condominium of PHASE II PROJECT, and the exhibit attached thereto, shall be recorded in the public records, and shall be the basis for the location and dimension of the improvements described, and that the identification, location and dimensions of the common elements and common areas shall be as shown on the attached plat.

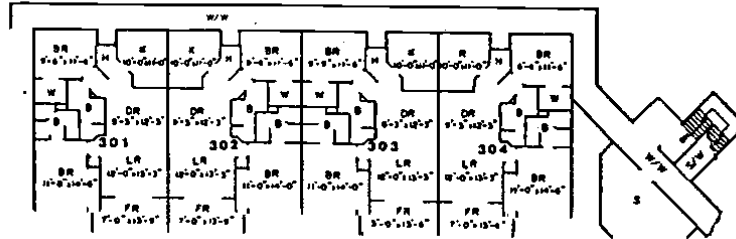
WT 1-24-84  
Kauri Terzaghi  
Reg. Land Surveyor 03760

- LEGEND
- RESERVATION
  - RESERVATION
  - STORMWATER
  - COMMON AREA
  - COMMON AREA
  - COMMON AREA

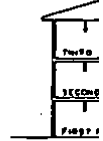
G. S. MEYERSON, INC.  
P.O. BOX 1854  
TALLAHASSEE, FLA. 32302

A Condominium  
City of Clearwater, Florida  
Section 22 - Township 29 South - Range 15 East

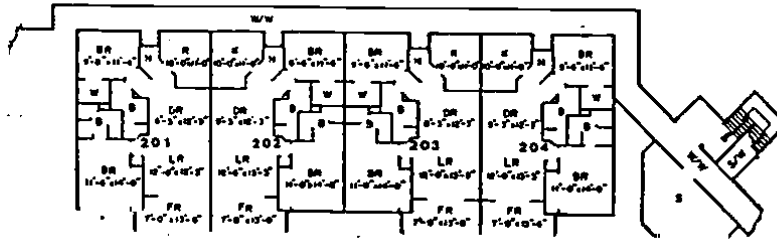
J. I. 5688 PAGE 978



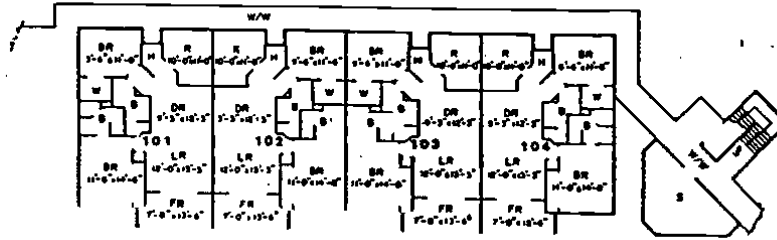
THIRD FLOOR  
F.L. EL. 99.63



TYP.



SECOND FLOOR  
F.L. EL. 98.66



FIRST FLOOR  
F.L. EL. 97.66

BUILDING #1239



EXHIBIT "C" TO THE  
DECLARATION OF CONDOMINIUM OF  
SUNSHINE TERRACE, A CONDOMINIUM

UNIT OWNERS PERCENTAGE OF COMMON ELEMENTS  
AND COMMON SURPLUS: SHARING OF COMMON EXPENSES

## SUNSHINE TERRACE, A CONDOMINIUM

## SCHEDULE

## Condominium Units - Area &amp; Percentage Ownership

## PHASE I - 12 Units

Unit No.	Percentage of Total
1239-101	8.33
1239-102	8.33
1239-103	8.33
1239-104	8.33
1239-201	8.33
1239-202	8.33
1239-203	8.33
1239-204	8.33
1239-301	8.33
1239-302	8.33
1239-303	8.33
1239-304	8.33
	100.00

SUNSHINE TERRACE, A CONDOMINIUM

SCHEDULE

Condominium Units - Area & Percentage Ownership

PHASE I & II - 24 Units

<u>Unit No.</u>	<u>Percentage of Total</u>
1239-101	4.16
1239-102	4.16
1239-103	4.16
1239-104	4.16
1239-201	4.16
1239-202	4.16
1239-203	4.16
1239-204	4.16
1239-301	4.16
1239-302	4.16
1239-303	4.16
1239-304	4.32
1241-101	4.16
1241-102	4.16
1241-103	4.16
1241-104	4.16
1241-201	4.16
1241-202	4.16
1241-203	4.16
1241-204	4.32
1241-301	4.16
1241-302	4.16
1241-303	4.16
1241-304	4.16
	100.00

SUNSHINE TERRACE, A CONDOMINIUM

SCHEDULE

Condominium Units - Area & Percentage Ownership

PHASE I, II & III - 36 Units

<u>Unit No.</u>	<u>Percentage of Total</u>
1239-101	2.77
1239-102	2.77
1239-103	2.77
1239-104	2.77
1239-201	2.77
1239-202	2.77
1239-203	2.77
1239-204	2.77
1239-301	2.77
1239-302	2.77
1239-303	2.77
1239-304	3.05
1241-101	2.77
1241-102	2.77
1241-103	2.77
1241-104	2.77
1241-201	2.77
1241-202	2.77
1241-203	2.77
1241-204	2.77
1241-301	2.77
1241-302	2.77
1241-303	2.77
1241-304	2.77
1245-101	2.77
1245-102	2.77
1245-103	2.77
1245-104	2.77
1245-201	2.77
1245-202	2.77
1245-203	2.77
1245-204	2.77
1245-301	2.77
1245-302	2.77
1245-303	2.77
1245-304	2.77
	<u>100.00</u>

SUNSHINE TERRACE, A CONDOMINIUM

SCHEDULE

Condominium Units - Area & Percentage Ownership

PHASE I, II, III & IV - 54 Units

Unit No.	Percentage of Total
1239-101	1.85
1239-102	1.85
1239-103	1.85
1239-104	1.85
1239-201	1.85
1239-202	1.85
1239-203	1.85
1239-204	1.85
1239-301	1.85
1239-302	1.85
1239-303	1.85
1239-304	1.95
1241-101	1.85
1241-102	1.85
1241-103	1.85
1241-104	1.85
1241-201	1.85
1241-202	1.85
1241-203	1.85
1241-204	1.85
1241-301	1.85
1241-302	1.85
1241-303	1.85
1241-304	1.85
1245-101	1.85
1245-102	1.85
1245-103	1.85
1245-104	1.85
1245-201	1.85
1245-202	1.85
1245-203	1.85
1245-204	1.85
1245-301	1.85
1245-302	1.85
1245-303	1.85
1245-304	1.85
1247-101	1.85
1247-102	1.85
1247-103	1.85
1247-104	1.85
1247-105	1.85
1247-106	1.85
1247-201	1.85
1247-202	1.85
1247-203	1.85
1247-204	1.85
1247-205	1.85
1247-206	1.85
1247-301	1.85
1247-302	1.85
1247-303	1.85
1247-304	1.85
1247-305	1.85
1247-306	1.85
	100.00

107

207

307

EXHIBIT "D" TO THE  
DECLARATION OF CONDOMINIUM OF  
SUNSHINE TERRACE, A CONDOMINIUM

ARTICLES OF INCORPORATION OF  
SUNSHINE TERRACE CONDOMINIUM ASSOCIATION, INC.

# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of *SUNSHINE TERRACE CONDOMINIUM ASSOCIATION, INC.*, a corporation organized under the Laws of the State of Florida, filed on July 15, 1983, as shown by the records of this office.

The charter number for this corporation is 769398.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
19th day of July, 1983.



CER-101

George Firestone  
Secretary of State

ARTICLES OF INCORPORATION

FILED

JUL 15 12 06 PM '83

OF  
SUNSHINE TERRACE CONDOMINIUM ASSOCIATION, INC. SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

We, the undersigned, with other persons being desirous of forming a corporation not for profit, under the provisions of Chapter 617 of the Florida Statutes, do agree to the following:

ARTICLE I

NAME

The name of this corporation is SUNSHINE TERRACE CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as "Association".

ARTICLE II

PURPOSE

The Association is organized as a corporation not for profit under the terms and provisions of Chapter 617, Florida Statutes, and is a condominium association, as referred to and authorized by Section 718.111, Florida Statutes. The purpose for which the corporation is organized is to provide an entity responsible for the operation of a condominium in Pinellas County, Florida, known as SUNSHINE TERRACE, A CONDOMINIUM, hereinafter referred to as the "Condominium". The Declaration of Condominium and any amendments thereto, whereby said Condominium has or will be created, is herein called the "Declaration".

ARTICLE III

QUALIFICATION OF MEMBERS AND MANNER OF ADMISSION

Section 1. The members of the Association shall constitute all the record owners of residential condominium units in the Condominium. After receiving the approval of a unit owner and the Association, as required under the Declaration, change of membership in the Association shall be established by recording in the Public Records of Pinellas County, Florida, a deed or other instrument establishing record title to a condominium unit and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner of such condominium unit shall thereupon be terminated.

Section 2. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner whatsoever except as an appurtenance to his condominium unit.

Section 3. The owner of each condominium unit shall be entitled to at least one (1) vote as a member of the Association. The exact number of votes to be cast by owners of a condominium unit and the manner of exercising voting rights shall be determined by the Bylaws of the Association.



ARTICLE IV

CORPORATE EXISTENCE AND TERM

The Association shall commence upon the filing of these Articles of Incorporation with the Secretary of State, State of Florida, and the term of the Association shall be perpetual.

ARTICLE V

DIRECTORS AND OFFICERS

The affairs of the Association shall be managed by its Board of Administration. The directors and officers may lawfully and properly exercise the powers set forth in Article XI, Sections 3, 4 and 5, notwithstanding the fact that some or all of them who may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or consummation of the agreements executed pursuant to such powers are some or all of the persons with whom the corporation enters into such agreements or who own some or all of the proprietary interest in the entity or entities with whom the corporation enters into such agreements. Disclosure of such agreements by setting forth the same in the Declaration, as initially declared or subsequently re-declared or amended, shall stand as an absolute confirmation of such agreements and the valid exercise by the directors and officers of the corporation of the powers pertinent thereto.

ARTICLE VI

BOARD OF DIRECTORS

Section 1. The business affairs of this corporation shall be managed by the Board of Administration.

Section 2. This corporation shall have three (3) members of the board initially. The number of directors may be changed from time to time as provided by the Bylaws, but their number may never be less than three (3).

Section 3. Directors of the Association shall be elected at the annual meeting of members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Administration shall be filled in the manner provided by the Bylaws.

Section 4. The first election of directors shall be held at the time one unit owner other than the developer owns a unit in the Condominium that will ultimately be operated by the Association. The directors named in these articles shall serve until the first election of directors and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

Section 5. Directors need not be members of the Association.

Section 6. The names, addresses and classes of the initial Board of Administration are as follows:

Name	Class	Address
Ann Harris	1	617A Cleveland Street Suite #1 Clearwater, FL 33515
Linda Crawford	2	1456 Duncan Avenue South Clearwater, FL 33516

Tom R. Waite

3

337 La Hacienda Drive  
Indian Rocks Beach, FL 33535

ARTICLE VII

OFFICERS

Section 1. The officers of the corporation shall be a President, Vice President, Secretary and a Treasurer. The same person may hold the offices of the Secretary and Treasurer simultaneously or may hold the office of President and Treasurer simultaneously.

Section 2. The names of the persons who are to serve as officers of the Association are as follows:

Office	Name
President	Tom R. Waite
Vice President	Linda Crawford
Secretary	Ann Harris
Treasurer	Ann Harris

Section 3. The officers must be members of the Association and shall be elected by the Board of Administration at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Administration.

Section 4. The officers shall have such duties, responsibilities and powers as provided in the Bylaws and by Chapter 718, Florida Statutes.

ARTICLE VIII

BY-LAWS

The membership shall adopt Bylaws for the Association at the first meeting of the Association after the approval of these Articles of Incorporation by the Secretary of State. Additional Bylaws or alterations or rescission of the first Bylaws shall be enacted by a majority vote of the members of the Association.

ARTICLE IX

AMENDMENT TO ARTICLES

The Articles of Incorporation may be amended at any special or regular meeting by approval of not less than the majority of the entire membership of the Board of Administration and a majority of the members of the Association, or by not less than unanimous vote of the entire membership of the Association. Any amendment to these Articles will be voted upon only after notice of any meeting as required by the Bylaws of the Association.

ARTICLE X

INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Association is: 1456 Duncan Avenue South, Clearwater, Florida and the name of the initial registered agent of the Association at that address is: LINDA CRAWFORD.

ARTICLE XI

POWERS

The Association shall have the following additional powers:

Section 1. All the powers set forth and described in Section 617.021 of the Florida Statutes not repugnant to any of the provisions of Chapter 718, Florida Statutes.

Section 2. All of the powers of an association as set forth in Chapter 718, Florida Statutes.

Section 3. To acquire and enter into agreements whereby it acquires leaseholds, membership or other possessory or use interests in lands or facilities including, but not limited to, country clubs, golf course, marinas, tennis clubs, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners.

Section 4. To contract with any person, firm or entity for the operation, maintenance or repair of the condominium property. Provided, however, that any such contract shall not be in conflict with the powers and duties of the Association nor the rights of unit owners as provided in the Condominium Act and these enabling documents.

Section 5. To enter into a maintenance agreement with other condominiums to provide for acquisition, maintenance, replacement and repair of facilities to be used jointly.

Section 6. To acquire by purchase or otherwise, condominium units of the condominium, subject, nevertheless, to the provisions of the Declaration and/or Bylaws relative thereto.

Section 7. To operate and manage the Condominium in accordance with the sense, meaning, direction, purpose and intent of the Declaration as the same may from time to time be amended, and to otherwise perform, fulfill and exercise the powers, privileges, options, rights, duties, obligations and responsibilities entrusted to or delegated to it by the Declaration and/or Bylaws.

ARTICLE XII

SUBSCRIBERS

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

Ann Harris  
617A Cleveland Street  
Suite #1  
Clearwater, FL 33515

Linda Crawford  
1456 Duncan Avenue South  
Clearwater, FL 33516

Tom R. Waite  
337 La Hacienda Drive  
Indian Rocks Beach, FL 33535

We, the undersigned, being each of the subscribers hereto, do hereby subscribe to these Articles of Incorporation

and in witness whereof, we have hereunto set our hands and seals on this 27 day of April, 1983.

Ann Harris *Ann Harris*

Linda Crawford *Linda Crawford*

Tom R. Waite *Tom R. Waite*

STATE OF FLORIDA  
COUNTY OF *Wilder*

The foregoing Articles of Incorporation were acknowledged before me this 27 day of April, 1983 by Ann Harris.

*Mary J. Heath*  
NOTARY PUBLIC

My commission expires:  
NOTARY PUBLIC, State of Florida, at Large.  
My Commission Expires January 9, 1986

STATE OF FLORIDA  
COUNTY OF *Wilder*

The foregoing Articles of Incorporation were acknowledged before me this 27 day of April, 1983 by Linda Crawford.

*Mary J. Heath*  
NOTARY PUBLIC

My commission expires:  
NOTARY PUBLIC, State of Florida, at Large.  
My Commission Expires January 9, 1986

STATE OF FLORIDA  
COUNTY OF *Wilder*

The foregoing Articles of Incorporation were acknowledged before me this 27 day of April, 1983 by Tom R. Waite.

*Mary J. Heath*  
NOTARY PUBLIC

My commission expires:  
NOTARY PUBLIC, State of Florida, at Large.  
My Commission Expires January 9, 1986

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE  
FOR THE SERVICE OR PROCESS WITHIN THIS STATE, NAMING  
AGENT UPON WHOM PROCESS MAY BE SERVED

FILED  
JUL 15 12 08 PM '83  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

SUNSHINE TERRACE CONDOMINIUM ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, at 1456 Duncan Avenue South, Clearwater, Florida, has named LINDA CRAWFORD, 1456 Duncan Avenue South, Clearwater, Florida 33516, as its agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above stated corporation, at the place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.

*Linda Crawford*  
LINDA CRAWFORD  
Resident Agent

EXHIBIT "E" TO THE  
DECLARATION OF CONDOMINIUM OF  
SUNSHINE TERRACE, A CONDOMINIUM

BYLAWS OF  
SUNSHINE TERRACE CONDOMINIUM ASSOCIATION, INC.

BYLAWS

OF

SUNSHINE TERRACE CONDOMINIUM ASSOCIATION, INC.

A Florida Nonprofit Corporation

ARTICLE I

GENERAL

Section 1 - The Name. The name of the nonprofit corporation shall be SUNSHINE TERRACE CONDOMINIUM ASSOCIATION, INC.

Section 2 - Principal Office. The principal office of the Association shall be 1456 Duncan Avenue South, Clearwater, Florida 33516 or at such other place as may be subsequently designated by the Board of Administration.

Section 3 - Definition. As used herein, the term "Association" shall be the equivalent of "Association" as defined in the Declaration of Condominium of SUNSHINE TERRACE, A CONDOMINIUM, and all other words as used herein shall have the same definitions as attributed to them in said Declaration of Condominium.

ARTICLE II

DIRECTORS

Section 1 - Qualification. Directors need not be members of the Association. Provided, however, that from the time the initial Board of Directors is changed, at least one of the Directors shall always be a member.

Section 2 - Number and Term. The number of Directors who shall constitute the whole Board of Administration shall be three (3) and shall be elected in accordance with Section 1 of this Article. There shall be three classes of Directors to be known as Class 1, Class 2 and Class 3, respectively, with one Director in each class. The name and post office address of each Director and the class to which he belongs is as follows:

Name	Class	Address
Ann Harris	1	617A Cleveland Street Suite #1 Clearwater, FL 33515
Linda Crawford	2	1456 Duncan Avenue South Clearwater, FL 33516
Tom R. Waite	3	337 La Hacienda Dr. Indian Rocks Beach, FL 33535

The term of office of the Class 1 Director named above shall expire at the first annual meeting; the term of the Class 2 Director shall expire at the second annual meeting; and the term of the Class 3 Director shall expire at the third annual meeting. Upon expiration of the terms of office of the Directors as classified above, their successors shall be elected for the term of three years each, so that one-third of the number of Directors of the Corporation shall be elected annually. At least one of the Directors elected shall be a resident of the State of Florida and a citizen of the United States.

Section 3 - Vacancy and Replacement. If the office of any Director (or Directors) becomes vacant by reason of death, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a Special Meeting of Directors duly called for this purpose shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 4 - Removal. Any member of the Board of Administration may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a Member of Members of the Board of Administration may be called by ten percent (10%) of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting.

Section 5 - First Board of Administration. The Directors of the first active Board of Administration shall hold office and exercise all powers of the Board of Administration until replaced pursuant to Chapter 718.301, Florida Statutes, anything herein to the contrary notwithstanding; provided any or all of said Directors shall be subject to replacement in the event of death, as provided above.

Section 6 - Powers. The property and business of the Association shall be managed by the Directors of the Board of Administration who may exercise all powers not specifically prohibited by Statutes, the Declaration, or these Bylaws. The powers of the Board of Administration shall specifically include, but not be limited to, the following items:

(a) To make and collect assessments and establish the time within which payment of same are due.

(b) To use and expend the assessments collected; to maintain, care for and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the unit owners.

(c) To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.

(d) To enter into and upon the units when necessary at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation.

(e) To insure and keep insured said condominium property in the manner set forth in the Declaration against loss from fire and/or other casualty, and the unit owners against public liability, and to purchase such other insurance as the Board of Administration may deem advisable.

(f) To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violations of these Bylaws and the terms and conditions of the Declaration.

(g) To contract with any person, firm or entity for the operation, maintenance or repair of the Condominium property. Provided, however, that any such contracts shall not be in conflict with the powers and duties of the Association nor the rights of unit owners as provided in the Condominium Act and these enabling documents. Upon the unanimous consent of the Members, the Members shall serve in the capacity of manager and perform the services of the manager.



(h) To make reasonable rules and regulations for the occupancy of the condominium parcels. Provided, however, said Directors of the Board of Administration shall only act in the name of the Association when it shall be regularly convened after due notice to all Directors of such meeting.

(i) Within sixty (60) days following the end of the fiscal or calendar year or annually on such date as is otherwise provided in the Bylaws of the Association, the Board of Administration of the Association shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications including, if applicable, but not limited to the following:

- (1) Cost for security;
- (2) Professional and management fees and expenses;
- (3) Taxes;
- (4) Cost for recreation facilities;
- (5) Expenses for refuse collection and utility services;
- (6) Expenses for lawn care;
- (7) Cost for building maintenance and repair;
- (8) Insurance costs;
- (9) Administrative and salary expenses; and
- (10) General reserves, maintenance reserves, and depreciation reserves.

(j) The power to allocate a common surplus, if any, as it sees fit.

#### Section 7 - Meetings.

(a) The first meeting of each Board newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected; provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Directors of the Board of Administration shall be held at the place where the general Members' meeting is, and immediately after the adjournment of same.

(b) No notice of the Directors of the Board of Administration meeting shall be required if the Directors meet by unanimous written consent. The Directors may, by resolution duly adopted, establish regular monthly, quarter-annual or semi-annual meetings. If such resolution is adopted, no notice of such regular meetings of the Directors of the Board of Administration shall be required.

(c) Special meetings of the Board may be called by the President on five (5) days' notice to each Director. Special Meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of one (1) Director.

(d) Notwithstanding the requirements as to notice contained above, all meetings of the Directors of the Board of Administration of the Association shall be open to the Members of the Association and notices of such meetings stating the place and time thereof shall be posted conspicuously at least forty-eight (48) hours prior to any such meeting to call the Members attention thereto; provided, however, in the event of an emergency, such notice shall not be required. Notice of any meeting where assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

(e) At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of said Directors present at any meeting at which there is a quorum shall be the act of the Board of Administration, except as may be otherwise specifically provided by Statute or by these Bylaws. If a quorum shall not be present in any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present.

(f) The minutes of all meetings of unit owners and the Board of Administration shall be kept in a book available for inspection by unit owners, or their authorized representatives, and board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

Section 8 - Order of Business. The order of business in all meetings of the Board shall be within the discretion of the Board.

Section 9 - Annual Statement. The Board will present, not less often than at the annual meetings, and when called for by a vote of the Members, at any special meeting of the Members, a full and clear statement of the business and condition of the Association.

### ARTICLE III

#### OFFICERS

Section 1 - Executive Officers. The executive officers of the Association shall be a President, Vice President, Treasurer and Secretary, all of whom shall be elected annually by the Board and all of whom shall be Members of the Association. As provided in this Article and the Articles of Incorporation, the offices of Secretary and Treasurer may be united in one (1) person.

Section 2 - Election. The Directors of the Board of Administration at its first meeting after each annual Members' meeting shall elect a President, a Vice President, a Treasurer and a Secretary.

Section 3 - Term. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected by the Board of Administration may be removed, for cause, at any time by the affirmative vote of a majority of the whole Board of Administration.

#### Section 4 - The President.

(a) The President shall be the chief executive officer of the Association, shall preside at all meetings of the Members and Directors, shall be ex officio member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect.

(b) The President shall execute bonds, mortgages, and other contracts, requiring a seal, under the seal by the Association, except where the same is required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Directors of the Board of Administration to other officers of agents of the Association.

Section 5 - The Vice President. The Vice President shall, in the absence of the President, assume the power and responsibility of the President.

Section 6 - The Secretary. The Secretary shall issue notices of all Board of Administration meetings and all meetings of the unit owners, shall attend and keep the minutes of the same, shall have charge of all of the Association's books, records and papers except those kept by the Treasurer, and shall have custody of the seal of the Association.

Section 7 - The Treasurer. The Treasurer shall have the following duties:

(a) Keep custody of the Association funds and securities, keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Administration. The books shall reflect an account for each unit in the manner required by the Condominium Act.

(b) Disburse the funds of the Association as may be ordered by the Board or the Members in accordance with these Bylaws, making proper vouchers for such disbursements, and render to the President and Board of Administration at the regular meeting of the Board, or whenever so requested, an account of all of his transactions as Treasurer and of the financial condition of the Association.

(c) Collect the assessments and promptly report the status of collections and of all delinquencies to the Board.

(d) Perform all other duties incident to the office of Treasurer.

Section 8 - Vacancies. If the office of any Directors, or of the President, Vice President, Secretary, Treasurer or one or more becomes vacant by reason of death, disqualification or otherwise, the remaining Directors, by a majority vote of the Directors of the whole Board of Administration, provided for in these Bylaws, may choose a successor or successors who shall hold office for the unexpired term.

#### ARTICLE IV

##### MEMBERSHIP

Section 1 - Transfers. Transfers of membership shall be made on the books of the Association, and notice of acceptance of such transferee as a Member of the Association shall be given in writing to such transferee by the President and Secretary of the Association. Transferor, in such instance, shall automatically be no longer a Member of the Association. Membership in the Association may be transferred only as an incident to the transfer of the transferor's condominium parcel and his undivided interest in the common elements of the condominium, and such transfers shall be subject to the procedures set forth in the Declaration.

Section 2 - Voting Members. In any meeting of Members, each unit owner shall be entitled to one (1) vote for each unit owned; provided, however, in the case of co-owners, the co-owners collectively shall be entitled to one (1) vote for that unit.

(a) If a unit is owned by one (1) person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, or is under

lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner of a unit. If such a certificate is not on file before the meeting, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

(b) Votes may be cast in person or by written proxy given to another unit owner. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event, shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it. A proxy must be filed with the Secretary twenty-four (24) hours before the appointed time of a meeting. The Board of Administration may, from time to time, prescribe a form of proxy.

## ARTICLE V

### MEETINGS OF MEMBERSHIP

Section 1 - Place. All meetings of the Association's membership shall be held at the office of the Association, or such other place as may be stated in the notice.

Section 2 - Annual Meeting. Regular annual meetings shall be held at a date, time and place to be determined by the Board of Directors for the purpose of transacting any business authorized to be transacted by the Members.

#### Section 3 - Special Meetings.

(a) Special meetings of the Members for any purpose or purposes, unless otherwise prescribed by statute, shall be called by the President or Secretary at the request, in writing, of ten (10) of the Members. Such request shall state the purpose or purposes of the proposed meeting.

(b) Business transacted at all special meetings shall be confined to the agenda items stated in the notice thereof.

Section 4 - Vote Required to Transact Business. Notwithstanding anything contained herein to the contrary, when all Members are present at any meeting, their majority vote shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the Florida Statutes or of these Bylaws, a different vote is required, in which such case such express provision shall govern and control the decision of such question. At any time the Members cannot reach such agreement on a question properly in consideration by them, a special meeting of the Board of Administration shall be called by the President as provided herein, and the matter shall be decided by a majority vote of the entire Board of Administration.

Section 5 - Quorum. Fifty-one percent (51%) of the total number of members of the Association present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the Members for the

transaction of business, except as otherwise provided by statute, or by these Bylaws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6 - Waiver and Consent. Whenever the vote of Members at a meeting is required or permitted by any provision of the Florida Statutes or of these Bylaws to be taken in connection with any action of the Association, the meeting and vote of Members may be dispensed with if Members who would have been entitled to vote upon the action of such meeting if such meeting were held, shall consent in writing to such action being taken.

Section 7 - Minutes. The minutes of all meetings of unit owners and the Board of Administration shall be kept in a book available for inspection by unit owners, or their authorized representatives, and board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

ARTICLE VI

NOTICES

Section 1 - Definition. Whenever, under the provisions of the Florida Statutes or of these Bylaws, notice is required to be given to any Director or Member, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, by depositing the same in a post office or letter box in a postpaid, seal wrapper addressed as appears on the books of the Association.

Section 2 - Service of Notice - Waiver. Whenever any notice is required to be given under the provisions of the Florida Statutes or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3 - Notice. Written notice of any annual or special meeting of Members, stating time, place and objective thereof, shall be served upon or mailed to each Member entitled to vote there at such address as appears on the books of the Association. As to any annual meeting, fourteen (14) days' advance written notice shall be given to each Member, and, in addition, such notice shall be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to such meeting. As to any special meeting, five (5) days' advance written notice shall be given to each Member.

Section 4 - Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the unit number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the project or any unit on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

(b) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to a first mortgage

held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;

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

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

## ARTICLE VII

### FINANCES

Section 1 - Fiscal Year. The fiscal year shall begin the first day of January in each year. The Board of Administration is expressly authorized to change this fiscal year at any time in the convenience of the Association.

Section 2 - Checks. All checks or demands for money of the Association shall be signed by any one of the following officers: President, Vice President, Secretary or Treasurer, or such other person or persons as the Board may from time to time designate. All notices or other obligations of the Association shall be signed by the President and the Secretary of the Association.

## ARTICLE VIII

### INSURANCE

The insurance other than title insurance that shall be carried upon the condominium property and the property of the apartment owners shall be governed by the following provisions:

Section 1 - Authority purchase; named insured. All insurance policies upon the condominium property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the unit owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of unit owners. Such policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Insurance Trustee. Unit owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

#### Section 2 - Coverage.

(a) Casualty. All buildings and improvements upon the land of this condominium shall be insured in an amount equal to one hundred percent (100%) of their current replacement cost, excluding foundation, underground utilities and excavation costs, and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Directors of the Association. The Board of Directors may cause the insurable property to be appraised periodically for the purpose of establishing insurance values. The cost of appraisal shall be a common expense. Such coverage shall afford protection against:

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

(2) Other risks. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to, vandalism and malicious mischief. Flood insurance shall be provided as a common expense in the minimum amount required by law.

(b) Public liability. Public liability in the amount of \$500,000/\$1,000,000/\$100,000 or such greater amount and with physical injury and such other coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and nonowned automobile coverages, and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner or others.

(c) Worker's Compensation. Worker's Compensation policy to meet the requirements of law.

(d) Other insurance. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

Section 3 - Premiums. Premiums upon insurance policies insuring this condominium which are purchased by the Association shall be paid by the Association as a common expense chargeable as part of the budget expenses of this condominium.

Section 4 - Insurance Trustee. All insurance policies purchased by the Association for this condominium shall be for the benefit of the Association and the unit owners of this condominium and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to a bank or corporation in Pinellas County, Florida with trust powers, which trustee is referred to in this instrument as the "Insurance Trustee". The Insurance Trustee shall be entitled to receive a reasonable fee for services rendered herein and the budget shall include that amount in estimating the annual insurance premiums. In the event that the Board of Directors is unable to agree upon a Trustee, then the President of the Association shall become the Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the unit owners of this condominium and their mortgages in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common elements. Proceeds on account of damage to common elements shall be distributed to the Trustee as an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit, except in regard to limited common elements which shall be allocated for this purpose as units under Section 4, subparagraph (b).

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

(1) When the building is to be restored. When the building is to be restored for the owners of damaged units, the cost shall be paid in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Association.

(2) When the building is not to be restored. When the building is not to be restored, an undivided share for

each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

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

Section 5 - Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the trust. All expenses of the Insurance Trustee shall be paid first or provision made for such payment.

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

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

(d) Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or other authorized officer as to the names of the unit owners and their respective shares of the distribution.

Section 6 - Association as agent. Except as otherwise required by the Condominium Act or the Bylaws of the Association, the Association is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

Section 7 - Fidelity Bonds.

(a) General. Blanket fidelity bonds shall be required to be maintained by the Association for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. If the Association delegates some or all of the responsibility for the handling of funds to a management agent, bonds will be required for officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association.



(b) Amount of coverage. The total amount of fidelity bond coverage shall be based upon the best business judgment of the Association and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association with the management agent, as the case may be, at any given time during the term of each bond. Provided, however, in no event may the aggregate amount of such bonds be less than a sum equal to three (3) months' aggregate assessments on all units plus reserve funds.

(c) Other requirements. Fidelity bonds required herein must meet the following requirements:

(1) Fidelity bonds shall name the Association as an obligee.

(2) The bonds shall contain waivers by the issuers of the bonds of all defenses based upon exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions.

(3) The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Association as a common expense.

(4) The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association or to the Insurance Trustee and each Servicer on behalf of FNMA.

Section 8 - Deductibility. Whenever the maintenance, repair and replacement of any items for which the owner of a unit is obligated to maintain, repair or replace at his own expense, is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association or by the Insurance Trustee shall be used for the purpose of making such maintenance, repair or replacement. Provided, however, that said unit owner shall be, in such instance, required to pay such portion of the cost of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

#### ARTICLE IX

##### RECONSTRUCTION OR REPAIR AFTER CASUALTY

Section 1 - Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common element. If the damaged improvement is a common element, the damaged property shall be reconstructed and repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(b) Building.

(1) Partial destruction. In the event of partial destruction, if any unit is found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

(2) Total destruction. In the event of total destruction, if none of the units in the building are found by the Board of Directors of the Association to be tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty the owners of seventy-five percent (75%) of the common elements agree in writing to such reconstruction or repair.

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

Section 2 - Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building; or if not so in accordance, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the building, by the owners of not less than seventy-five (75%) percent of the common elements of the condominium and by the owners of all damaged units in the building, which approval shall not be unreasonably withheld.

Section 3 - Responsibility. If the damage is only to those parts of one unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

Section 4 - Estimate of costs. Immediately after a determination to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

Section 5 - Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the unit owners who own the damaged units, or in the case of limited common elements, own the units to which the limited common elements are appurtenant, and against all unit owners of this condominium in the case of damage to common elements other than limited common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against unit owners for damage to units and limited common elements shall be in proportion to the cost of reconstruction and repair to their respective units and appurtenant limited common elements. Such assessments on account of damage to common elements (other than limited common elements) shall be in proportion to the owner's share in the common elements.

Section 6 - Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against unit owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is more than Five Thousand Dollars (\$5,000.00), then the sums paid upon such assessments shall be deposited by

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the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against the unit owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association -- lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than Five Thousand Dollars (\$5,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) Association -- major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than Five Thousand Dollars (\$5,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) Unit owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a unit owner shall be paid by the Insurance Trustee to the unit owner, or if there is a mortgagee endorsement as to the unit, then to the unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be the insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by the unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or other authorized officer as to any or all such matters and stating that the sums to be paid are due and properly payable stating the name of the payee and the amount to be paid; provided that when a mortgagee is required in this instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further

provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

#### ARTICLE X

##### SEAL

Section 1 - Association Seal. The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization, and the words "non-profit incorporated". Said seal may be used by causing it, or a facsimile thereof, to be impressed, affixed, reproduced or otherwise.

#### ARTICLE XI

##### DEFAULT

Section 1 - Default in Payments. In the event an owner of a condominium parcel does not pay any sums, charges or assessments required to be paid to the Association within thirty (30) days from the due date, the Association, acting on its behalf or through the Board of Administration, or a manager acting on behalf of the Association, may foreclose the lien encumbering the condominium parcel created by nonpayment of the required monies in the same fashion as mortgage liens are foreclosed. The Association shall be entitled to the appointment of a Receiver if it so requests. In lieu of foreclosing its lien, the Association may, through its Board of Administration, or manager acting in behalf of the Association, or in its own behalf, bring suit to recover a money judgment for sums, charges or assessments required to be paid to the Association without waiving its lien securing same. In any action, either to foreclose its lien or to recover a money judgment brought by or on behalf of the Association against a condominium parcel owner, the losing defendant shall pay the costs thereof, together with a reasonable attorney's fee, including that incurred on appeal.

If an action of foreclosure is brought against the owner of a condominium parcel for the nonpayment of monies due the Association, and as a result thereof the interest of the said owner in and to the condominium parcel is sold, then, at the time of such sale, the condominium parcel owner's membership shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

##### Section 2 - Violation of Declaration of Condominium.

In the event of violation of the provisions of the enabling Declaration, restrictions and Bylaws, as the same are now or may hereafter be constituted, the Association, on its own behalf, or through the Board of Administration, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents just hereinabove enumerated, or sue for damages, or take all such legal courses of action at the same time, or for such other legal remedy it may deem appropriate.

In the event of such legal action brought against a condominium parcel owner, the losing defendant shall pay the plaintiff's reasonable attorney's fee and court costs, including that incurred on appeal. Each owner of a condominium parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Association, and regardless of the intent of all owners of condominium parcels to give to the Association a method and procedure which will enable it at all times to operate on a

businesslike basis, to collect those monies due and owing it from owners of condominium parcels and to preserve each other's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

ARTICLE XII

REGISTERS

Section 1 - Register. The Secretary of the Association shall maintain a register in the Association office showing the names and addresses of Members.

Section 2 - Mortgage Retainer. The Association shall maintain a suitable register for the recording of pledged or mortgaged condominium parcels. Any pledgee or mortgagee of a condominium parcel may, but is not obligated to, notify the Association in writing of the pledge or mortgage. In the event notice of default is given any Member, under an applicable provision of the Bylaws, or the Declaration, copy of such notice shall be mailed to the registered pledgee or mortgagee.

ARTICLE XIII

SURRENDER

Section 1 - Repossession of Unit. In the event of the legal termination of a membership and of the occupancy rights thereunder, the Member or any other person or persons in possession by or through the right of the Member, shall promptly quit and surrender the owned unit to the Association in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the Association shall have the right to re-enter and to repossess the condominium unit. The Member, for himself and any successor in interest, by operation of law or otherwise, hereby waives any and all notice and demand for possession if such be required by the laws of the County of Pinellas, State of Florida, or the United States of America.

ARTICLE XIV

ASSESSMENTS

Section 1 - Assessments. Assessments shall be paid by each Member in accordance with the annual budget. Assessments shall be made against unit owners monthly in an amount not less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. If for any reason the estimate proves to be in excess of the Association's needs, the balance shall be retained by the Association in its account in reduction of the next ensuing year's expenses. However, in the event said estimate is less than the actual economic needs of the Association, the Members shall hold a special meeting to adjust the budget accordingly and assess the members accordingly.

ARTICLE XV

ANNUAL BUDGET

Section 1 - Annual Budget. The annual budget for common expenses for the condominium shall be adopted by the Directors of the Board of Administration of the Association. A copy of the proposed budget of common expenses shall be mailed, by regular mail, to the unit owners at least thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of such meeting. Such meeting shall be open to the unit owners. A copy of the proposed budget for the first fiscal

year is attached hereto and marked Exhibit "G" to the Prospectus and has been approved by the majority of the members.

In the event the annual budget which requires assessments against unit owners in any fiscal or calendar year exceeds one hundred fifteen (115%) percent of such assessment for the preceding year, upon written application of the Board of Administration of the Association by at least ten percent (10%) of the unit owners, a special meeting of the unit owners shall be held upon not less than ten (10) days' written notice, by regular mail, to each unit owner nor more than thirty (30) days after the delivery of such application to the Board of Administration. At such special meeting, the unit owners may consider and enact a revision of the budget or recall any and all members of the Board of Administration and elect their successors. Any revision of the annual budget or the recall of any and all members of the Board of Administration shall require a vote in the manner described in this paragraph of not less than a majority of all of the unit owners and not of just those present at the special meeting.

In determining whether assessments exceed one hundred fifteen percent (115%) of assessments for prior years, there shall be excluded from the computation any provision for reasonable reserves made by the Board of Administration with respect to the repair or replacement of the condominium property or with respect to anticipated expenses of the Association which are not expected to be incurred on a regular or annual basis and there shall be excluded from such computation, assessments for betterments to the condominium property.

As long as the Developer is in control of the Board of Administration, said Board shall not impose an assessment for a year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without the approval of a majority of the unit owners.

As an alternative to the methods for adjusting the annual budget, the Board of Administration may propose the budget to the unit owners at a meeting of the Association, or by writing, and if such budget or proposed budget be approved by the unit owners at the meeting, or by a majority of all of the unit owners in writing, such budget shall not thereafter be re-examined by the unit owners.

Section 2 - Reserve Accounts. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. This subsection shall not apply to budgets in which the members of an association have by a majority vote at a duly called meeting of the Association determined for a fiscal year to provide no reserves or reserves less adequate than required by this section.

#### ARTICLE XVI

#### MINUTES OF MEETING

Minutes of all meetings of the Association and the Board of Administration shall be kept in a businesslike manner and be made available for inspection by unit owners and Board Members at all reasonable times.

## ARTICLE XVII

## OFFICERS' AND DIRECTORS' SALARIES

No officers or Directors shall, for reason of his office, be entitled to receive any salary or compensation, but nothing herein shall be construed to prevent an officer or Director from receiving any compensation from the Association for any duties other than as an officer or Director.

## ARTICLE XVIII

## OBLIGATIONS OF UNIT OWNERS AND USE RESTRICTIONS

The use of the condominium property shall be in accordance with the following provisions so long as the condominium exists:

Section 1. Each unit owner shall promptly pay the assessment levied by the Association.

Section 2. In no event shall occupancy (except for occasional rental or temporary occupancy of guests) exceed four (4) persons. Under no circumstances may more than one (1) family reside in a condominium unit at one time. Families or words of similar import used herein shall be deemed to include spouses, parents, parents-in-law, children and grandchildren. Without limiting the generality of this paragraph, units shall be occupied by no more than five (5) persons, including children, if the same is being used as a vacation rental unit.

Section 3. Parking spaces may be used only for the parking of passenger cars, station-wagons, bicycles or tricycles. All other vehicles shall be permitted to be parked only upon the written approval of the Association.

Section 4. No nuisances shall be allowed upon the condominium property nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.

Section 5. No unit owner shall annoy others with unreasonable noises or odors.

Section 6. All parts of the condominium shall be kept in a sanitary and clean condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

Section 7. No electrical device creating unusual electrical overloading or interference with radio or TV sets of others may be used in the units or common elements without the permission of the other unit owners.

Section 8. All garbage must be placed in plastic bags and sealed before depositing said garbage directly into the dumpsters. Boxes or bulky containers must be broken and compacted before depositing same into dumpsters. The unit owners shall deposit all garbage in the dumpsters or other trash collection facilities provided by the Association and shall be prohibited from placing private garbage cans on the common elements.

Section 9. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies for maintenance, modifications or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

Section 10. No unit owner shall show any sign, advertisement or notice of any type on the common elements or his unit. There shall be no "for sale" or "for rent" signs in any form or size placed inside or outside of the windows of a unit or attached to the curtains or blinds or any part of the interior or exterior of the condominium unit or on the common elements. The Association can post a sign for the purpose of unit owners selling or renting their units and said sign shall be erected in an area designated by the Association. This paragraph does not impose any restrictions on the Developer while there are unsold units.

Section 11. Children under the age of sixteen (16) shall not be permitted to reside on the premises.

Section 12. Each unit owner is responsible for the leasing or rental of his unit and acknowledges that no representations have been made by the Developer or the Association or any member thereof regarding the feasibility of the purchase of his unit for an investment or lease purpose.

Section 13. Each unit may have cable TV, if available, which shall constitute a limited common element. There shall not be any exterior antenna for either radio or TV or for any broadcasting or receiving equipment. The cost of the cable TV can be charged to the Association if approved by the Association, and each unit will be responsible for reimbursement of the monthly charge for each activated unit within his apartment, but any additional charges for becoming a member of Home Box Office or other similar broadcasting system shall be billed directly to the unit owner and not collected by the Association. In addition, any and all hookup charges shall be the responsibility of the individual unit owner. If cable TV is not available the Association shall have the right to erect and maintain a master antenna system and include cost of same in the annual budget.

Section 14. Original unit owners may keep dogs (weighing 15 lbs. or less), cats or birds provided that they are not kept, bred or maintained for any commercial purposes and so long as said pets do not constitute a nuisance to the other unit owners. Dogs must remain on a leash when outside the condominium unit. All pets must use the designated sanitary areas. In the event the unit owner of said pet(s) receives written notice from the Association that his pet constitutes a nuisance, for any reason whatsoever, the owner of said pet(s) shall immediately remove them from the condominium property. Persons occupying a unit as lessees or vacation rental tenants shall not be permitted to maintain pets in their unit or on any condominium property at any time. All pets shall be registered with the Association.

Upon the death of the pet of an original unit owner, no replacement pet shall be allowed. No unit owners or other persons other than the original purchaser of a unit shall be allowed to have a pet.

Section 15. No unit owner shall place or install any colored, reflecting or solar material on any windows without written approval of the Association. All shades, venetian blinds, inside shutters or other inside window treatments facing the exterior of the building must be of neutral or off-white color.

Section 16. No use of the condominium property shall be made which violates any of the terms and conditions contained herein or that violates any laws, ordinances and regulations of any governmental body having jurisdiction thereof.

Section 17. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered



necessary by his negligence or by that of any member of his family or his or their guests, employees, agent, lessees or vacation rental tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the unit owner or the Association.

Section 18. No window air conditioning units, window fans, or exhaust fans shall be installed in a unit.

Section 19. No rugs or mops shall be shaken or hung from or on any of the windows, doors, deck railings or balconies. No clothes, sheets, blankets, towels, bathing suits, laundry or any other kind of articles shall be hung out of a unit or exposed on the common elements.

Section 20. Sidewalks, balconies and entrance ways shall be kept clear of all obstructions at all times.

Section 21. Each unit owner shall permit the Board of Directors of the Association, or any of them, or the agents and employees of the Association, to enter the owner's unit for the purpose of maintenance, inspection, repair and replacement of improvements made in accordance with the requirements of this Declaration.

Section 22. Reasonable, uniform rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors and/or members of the Association, in the manner provided by the Articles of Incorporation and/or these Bylaws. Copies of such rules and regulations and amendments shall be furnished to all unit owners and residents of the condominium upon request. Each unit owner shall conform to and abide by the Bylaws and uniform rules and regulations of the Association which have been or are adopted concerning the condominium property and each unit owner shall see that all persons using the owner's property, by, through or under him, does likewise.

Section 23. In any proceeding arising because of the alleged failure of a unit owner to comply with the terms of this Declaration as it may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

Section 24. The failure of the Association to enforce any covenant, restriction or other provision of this Declaration shall not constitute a waiver of the right to do so thereafter.

#### ARTICLE XIX

##### TRANSFER OF ASSOCIATION CONTROL

Section 1. When unit owners, other than Developer owns fifteen percent (15%) or more of the units that will be operated ultimately by the Association, the unit owners, other than Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit owners, other than Developer, shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales by the Developer have been closed by fifty percent (50%) of the units that will be operated ultimately by the Association, three (3) months after sales have been closed by Developer of ninety percent (90%) of the units that will be operated ultimately by the Association have been completed, some of them have been sold, and none of the others are being offered for sale by Developer in the ordinary course of business, or when some of the units have been sold to purchasers and none of the others are being con-

structed or offered for sale by Developer in the ordinary course of business, whichever comes first. Developer is entitled to elect at least one member of the Board of Administration of the Association as long as Developer holds for sale in the ordinary course of business at least five percent (5%), in condominiums with fewer than 500 units, and two percent (2%), in condominiums with more than 500 units, of the units in a condominium operated by the Association.

Section 2. Within sixty (60) days after the unit owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call, and give not less than thirty (30) days' or more than forty (40) days' notice of, a meeting of the unit owners for this purpose. Such meeting may be called and the notice given by any unit owner if the Association fails to do so.

Section 3. If Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by Developer:

(a) Assessment of Developer as a unit owner for capital improvements.

(b) Any action by the Association that would be detrimental to the sales of units by Developer; however, an increase in assessments for common expenses without discrimination against Developer shall not be deemed to be detrimental to the sales of units.

Section 4. Prior to, or not more than sixty (60) days after, the time that unit owners other than Developer, elect a majority of the members of the Board of Directors of the Association, Developer shall relinquish control of the Association, and the unit owners shall accept control. Simultaneously, Developer shall deliver to the Association all property of the unit owners and the Association held or controlled by Developer, including, but not limited to, the following items, if applicable, as to each condominium operated by the Association:

(a) The original, a certified copy, or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the same shall reflect the recording information and shall be certified by affidavit by Developer or officer or agent of Developer as being a true and complete copy of the actual recorded Declaration; Bylaws, minute books and other books and records of the Association, if any; and any house rules and regulations which may have been promulgated; and a certified copy of the Association's Articles of Incorporation.

(b) Resignations of officers and members of the Board of Directors who may be required to resign for reason of the requirement that Developer relinquish control of the Association.

(c) The financial records, including financial statements of the Association, and source documents since the incorporation of the Association through the date of turnover. The records shall be reviewed by an independent certified public accountant. The minimum report required shall be a review in accordance with generally accepted accounting standards as defined by rule of the Board of Accountancy. The accountant performing the review shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for Association purposes, and billings, cash receipts and related

records to determine that the Developer was charged and paid the proper amounts of assessments.

(d) Association funds or control thereof.

(e) All tangible personal property that is presented by Developer to be part of the common elements, that is ostensibly part of the common elements, or that is property of the Association, and inventories of these properties.

(f) A copy of the plans and specifications utilized in the construction of improvements and the supplying of equipment to the condominium and in the construction and installation of all mechanical components serving the improvements and the site, with a certificate in affidavit form of Developer, its agents or of an architect or engineer authorized to practice in the State of Florida that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in and about the construction and installation of the mechanical components serving the improvements. In the event that the condominium property shall have been declared a condominium more than three (3) years after the completion of the construction of the improvements, then the requirements of this subparagraph (f) shall not apply.

(g) Insurance policies.

(h) Copies of any certificates of occupancy which may have been issued on the condominium property.

(i) Any other permits issued by governmental bodies applicable to the condominium property and which are currently in force or were issued within one (1) year prior to the date upon which the unit owners other than Developer took control of the Association.

(j) All written warranties of the contractor, subcontractors, suppliers and manufacturers that are still effective.

(k) A roster of unit owners and their addresses and telephone numbers, if known, as shown on Developer's records.

(l) Leases of the common elements and other leases to which the Association is a party.

(m) Employment contracts or service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the unit owners have an obligation or responsibility, directly or indirectly to pay some or all of the fee or charge of the person or persons performing the services.

(n) Other contracts in which the Association is one of the contracting parties.

Section 5. Developer reserves the right to transfer control of the Association at any time after the first unit is sold.

#### ARTICLE XX

#### AMENDMENT OF BYLAWS

The Bylaws of the Association may be altered, amended or repealed, unless specifically prohibited herein, at any regular or special meeting of the Members by a majority vote of the Members of the Association, and provided that notice of said membership meeting has been given in accordance with these

Bylaws, and that the notice as aforesaid contained a full statement of the proposed amendment; or in the event of disagreement among the Members, then a special meeting of the Board of Administration should be called as provided herein and such modification or amendment shall be made only upon the approval of a majority vote of the entire Board of Administration. No modification or amendment to the Bylaws shall be valid unless set forth or annexed to a duly recorded amendment to the Declaration of Condominium. No bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing bylaws shall contain the full text of the bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. Nonmaterial errors or omissions in the bylaw process shall not invalidate an otherwise properly promulgated amendment. Notwithstanding the foregoing, there shall be no amendment which shall adversely affect the rights granted to the mortgagee as defined in the Declaration of Condominium and these Bylaws.

ARTICLE XXI

CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine, or neuter, singular or plural, whenever the context so requires. Should any of the covenants herein imposed become unenforceable at law, or in equity, the remaining provision of this instrument shall, nevertheless, be and remain in full force and effect.

Approved by SUNSHINE TERRACE CONDOMINIUM ASSOCIATION, INC.

ATTEST:

Abbas  
Secretary

SUNSHINE TERRACE CONDOMINIUM ASSOCIATION, INC.

By: Amman  
President

EXHIBIT "F" TO THE  
DECLARATION OF CONDOMINIUM OF  
SUNSHINE TERRACE, A COMDOMINIUM

RULES AND REGULATIONS

RULES AND REGULATIONS

OF

SUNSHINE TERRACE CONDOMINIUM ASSOCIATION, INC.

The use of the condominium property shall be in accordance with the following provisions so long as the condominium exists:

Section 1. Each unit owner shall promptly pay the assessment levied by the Association.

Section 2. In no event shall occupancy (except for occasional rental or temporary occupancy of guests) exceed four (4) persons. Under no circumstances may more than one (1) family reside in a condominium unit at one time. Families or words of similar import used herein shall be deemed to include spouses, parents, parents-in-law, children and grandchildren. Without limiting the generality of this paragraph, units shall be occupied by no more than five (5) persons, including children, if the same is being used as a vacation rental unit.

Section 3. Parking spaces may be used only for the parking of passenger cars, station-wagons, bicycles or tricycles. All other vehicles shall be permitted to be parked only upon the written approval of the Association.

Section 4. No nuisances shall be allowed upon the condominium property nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.

Section 5. No unit owner shall annoy others with unreasonable noises or odors.

Section 6. All parts of the condominium shall be kept in a sanitary and clean condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

Section 7. No electrical device creating unusual electrical overloading or interference with radio or TV sets of others may be used in the units or common elements without the permission of the other unit owners.

Section 8. All garbage must be placed in plastic bags and sealed before depositing said garbage directly into the dumpsters. Boxes or bulky containers must be broken and compacted before depositing same into dumpsters. The unit owners shall deposit all garbage in the dumpsters or other trash collection facilities provided by the Association and shall be prohibited from placing private garbage cans on the common elements.

Section 9. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies for maintenance, modifications or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

Section 10. No unit owner shall show any sign, advertisement or notice of any type on the common elements or his unit. There shall be no "for sale" or "for rent" signs in any form or size placed inside or outside of the windows of a unit or attached to the curtains or blinds or any part of the interior or

exterior of the condominium unit or on the common elements. The Association can post a sign for the purpose of unit owners selling or renting their units and said sign shall be erected in an area designated by the Association. This paragraph does not impose any restrictions on the Developer while there are unsold units.

Section 11. Children under the age of sixteen (16) shall not be permitted to reside on the premises.

Section 12. Each unit owner is responsible for the leasing or rental of his unit and acknowledges that no representations have been made by the Developer or the Association or any member thereof regarding the feasibility of the purchase of his unit for an investment or lease purpose.

Section 13. Each unit may have cable TV, if available, which shall constitute a limited common element. There shall not be any exterior antenna for either radio or TV or for any broadcasting or receiving equipment. The cost of the cable TV can be charged to the Association if approved by the Association, and each unit will be responsible for reimbursement of the monthly charge for each activated unit within his apartment, but any additional charges for becoming a member of Home Box Office or other similar broadcasting system shall be billed directly to the unit owner and not collected by the Association. In addition, any and all hookup charges shall be the responsibility of the individual unit owner. If cable TV is not available the Association shall have the right to erect and maintain a master antenna system and include cost of same in the annual budget.

Section 14. Original unit owners may keep dogs (weighing 15 lbs. or less), cats or birds provided that they are not kept, bred or maintained for any commercial purposes and so long as said pets do not constitute a nuisance to the other unit owners. Dogs must remain on a leash when outside the condominium unit. All pets must use the designated sanitary areas. In the event the unit owner of said pet(s) receives written notice from the Association that his pet constitutes a nuisance, for any reason whatsoever, the owner of said pet(s) shall immediately remove them from the condominium property. Persons occupying a unit as lessees or vacation rental tenants shall not be permitted to maintain pets in their unit or on any condominium property at any time. All pets shall be registered with the Association.

Upon the death of the pet of an original unit owner, no replacement pet shall be allowed. No unit owners or other persons other than the original purchaser of a unit shall be allowed to have a pet.

Section 15. No unit owner shall place or install any colored, reflecting or solar material on any windows without written approval of the Association. All shades, venetian blinds, inside shutters or other inside window treatments facing the exterior of the building must be of neutral or off-white color.

Section 16. No use of the condominium property shall be made which violates any of the terms and conditions contained herein or that violates any laws, ordinances and regulations of any governmental body having jurisdiction thereof.

Section 17. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agent, lessees or vacation rental tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the unit owner or the Association.

Section 18. No window air conditioning units, window fans, or exhaust fans shall be installed in a unit.

Section 19. No rugs or mops shall be shaken or hung from or on any of the windows, doors, deck railings or balconies. No clothes, sheets, blankets, towels, bathing suits, laundry or any other kind of articles shall be hung out of a unit or exposed on the common elements.

Section 20. Sidewalks, balconies and entrance ways shall be kept clear of all obstructions at all times.

Section 21. Each unit owner shall permit the Board of Directors of the Association, or any of them, or the agents and employees of the Association, to enter the owner's unit for the purpose of maintenance, inspection, repair and replacement of improvements made in accordance with the requirements of this Declaration.

Section 22. Reasonable, uniform rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors and/or members of the Association, in the manner provided by the Articles of Incorporation and/or these Bylaws. Copies of such rules and regulations and amendments shall be furnished to all unit owners and residents of the condominium upon request. Each unit owner shall conform to and abide by the Bylaws and uniform rules and regulations of the Association which have been or are adopted concerning the condominium property and each unit owner shall see that all persons using the owner's property, by, through or under him, does likewise.

Section 23. In any proceeding arising because of the alleged failure of a unit owner to comply with the terms of this Declaration as it may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

Section 24. The failure of the Association to enforce any covenant, restriction or other provision of this Declaration shall not constitute a waiver of the right to do so thereafter.



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EXHIBIT "G" TO THE  
DECLARATION OF CONDOMINIUM OF  
SUNSHINE TERRACE, A CONDOMINIUM

MAINTENANCE GUARANTEE

DELETED

THIS MAINTENANCE GUARANTEE HAS BEEN DELETED AND IS NO LONGER IN EFFECT.

TO:

(Unit Owners)

of the following Condominium Unit of SUNSHINE TERRACE, A CONDOMINIUM;

In accordance with Florida Statute Section 718.116(8)(b), SUNSHINE TERRACE DEVELOPMENT COMPANY, a Florida corporation, (hereinafter referred to as the "Developer"), as the Developer of SUNSHINE TERRACE, A CONDOMINIUM, does hereby guarantee to each of the unit owners in the Condominium that the assessment for common expenses in respect to the units of the Condominium shall not be increased in excess of the following:

TYPE	MONTHLY	ANNUALLY
A unit	\$86.16	\$1,033.92
B unit	\$86.58	\$1,038.96

This guarantee shall be in full force and effect for a term of one (1) year commencing from the date the Developer sells and closes the first condominium unit to a purchaser in SUNSHINE TERRACE, A CONDOMINIUM.

The Developer does hereby obligate itself to pay those common expenses incurred for a term of one (1) year commencing from the date the Developer sells and closes the first condominium unit to a purchaser, which represent the difference, if any, between the actual common expenses of the Condominium and the amount collected from unit owners under the guaranteed expenses.

WITNESSES:

SUNSHINE TERRACE DEVELOPMENT COMPANY, a Florida corporation

By: President

(Corporate Seal)

EXHIBIT "H" TO THE  
DECLARATION OF CONDOMINIUM OF  
SUNSHINE TERRACE, A CONDOMINIUM

LEGAL DESCRIPTION OF THE FOUR PHASE DEVELOPMENT

SUNSHINE TERRACE, A CONDOMINIUM

PHASE I, II, III & IV - LEGAL DESCRIPTION

A parcel of land in the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 22, Township 29 South, Range 15 East, Pinellas County, Florida, further described as follows:

Begin at the NW corner of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of the said Section 22-29-15, and run thence along the 40 acre line, also the center-line of Greenwood Avenue R/W, S 00°01'36" E, 117.50'; thence S 89°03'49" E, 266.39' to the northwesterly corner of Sunshine Terrace Condominiums boundary line for a P.O.B.; thence continue along the said line S 89°03'49" E, 188.65'; thence S 00°10'32" E, 195.50'; thence S 89°03'49" E, 209.00'; thence S 00°10'32" E, 157.00'; thence N 89°03'49" W, 404.32'; thence, along the west-erly side of the said boundary line, N 00°57'56" E, 138.31'; thence S 89°03'49" E, 3.67'; N 46°57'11" E, 55.00'; thence N 44°45'49" W, 55.13'; N 89°03'49" W, 5.97'; N 01°44'49" E, 137.44' to the P.O.B. Containing 98,784.92 sq. ft. (2.2678 Acres) MOL.

EXHIBIT "I" TO THE  
DECLARATION OF CONDOMINIUM OF  
SUNSHINE TERRACE, A CONDOMINIUM

LEGAL DESCRIPTION OF PHASE II

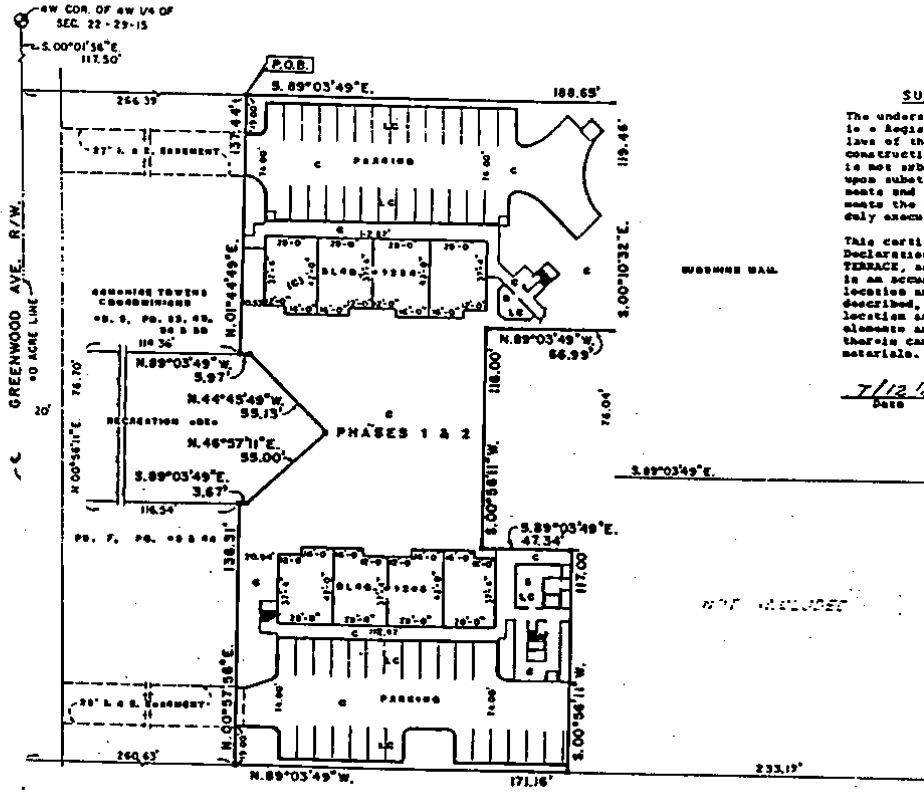
A Condominium  
City of Clearwater, Florida  
Section 22 - Township 29 South - Range 15 East

DESCRIPTION

A parcel of land in the NE¼ of the SW¼ of Section 22, Township 29 South, Range 15 East, Pinellas County, described as follows: Begin at the NW corner of the SW¼ of the said Section 22-29-15, and run the 40 acre line, also the centerline of Greenwood Avenue R/W, S 00°01'36" E, 117.50'; thence S 89°03'49" E, 188.65'; thence S 00°10'12" E, 119.46'; thence S 89°03'49" E, 67.34'; thence S 00°16'11" W, 117.00' to the southerly boundary line of the said Sunshine Marina; thence along the said line, S 89°03'49" W, 171.16'; thence along the westerly side of the said S 89°03'49" E, 138.31'; S 89°03'49" E, 3.47'; S 86°17'11" S, 55.00'; thence N 44°45'49" E, 55.13'; S 89°03'49" E, 137.84' to the P.O.B. Containing 55,382.89 sq. ft. (1.2714 Acres) MOL.

PHASES 1 & 2:

D. I. 5688 PAGE 1024



SU!  
The undersigned is a Licensed Professional Engineer in the State of Florida, and the construction of the above described elements and location is in accordance with the Florida Building Code, Chapter 6, Part 1, and the Florida State Board of Building and Code Official's Rules and Regulations, and the undersigned certifies that the construction of the above described elements and location is in accordance with the Florida Building Code, Chapter 6, Part 1, and the Florida State Board of Building and Code Official's Rules and Regulations.

7/12/14  
Date

WOODSIDE MAR.

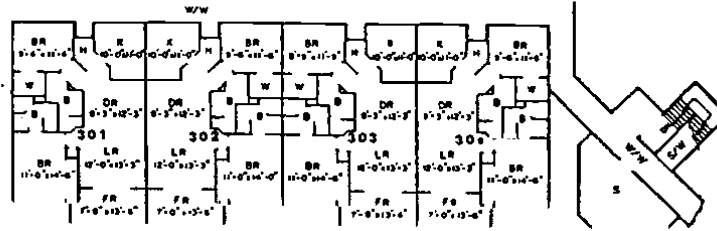
NOT INCLUDED

EXPLAINED

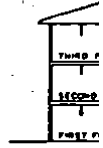
A Condominium  
City of Clearwater, Florida

Section 22 - Township 29 South - Range 15 East

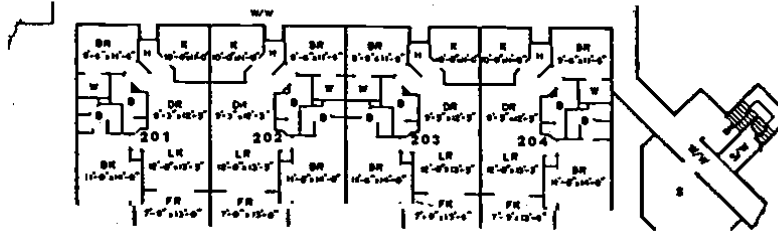
0. L. 5688 PAGE 1025



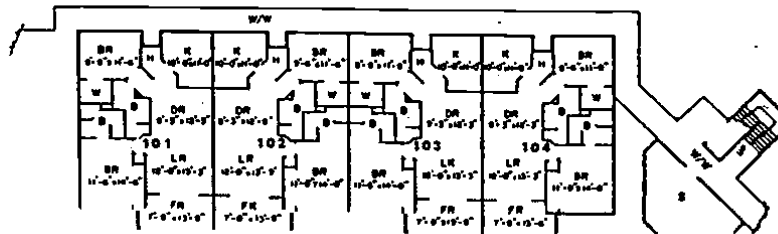
THIRD FLOOR  
FL. EL. 99.00



TTPI



SECOND FLOOR  
FL. EL. 98.00

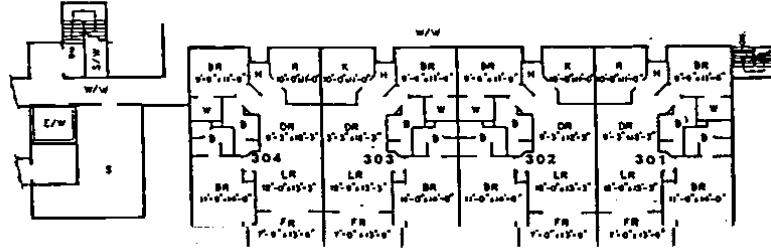


FIRST FLOOR  
FL. EL. 97.00

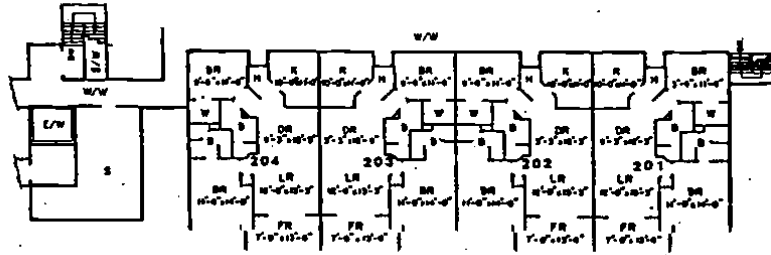
BUILDING #1239

A Condominium  
City of Clearwater, Florida  
Section 22 - Township 29 South - Range 15 East

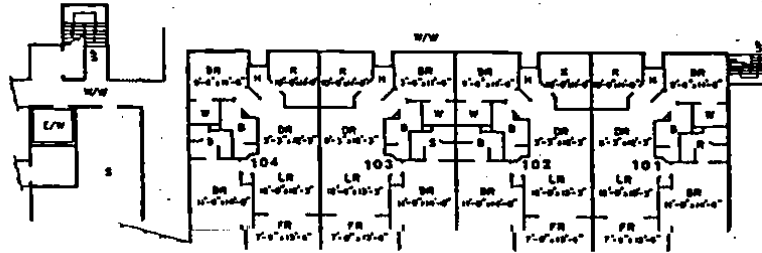
0.1.5688 PAGE 1026



THIRD FLOOR  
FL. SL. 88.82

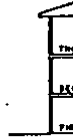


SECOND FLOOR  
FL. SL. 87.82



FIRST FLOOR  
FL. SL. 86.82

BUILDING #1245



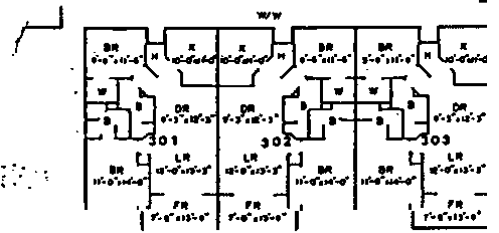
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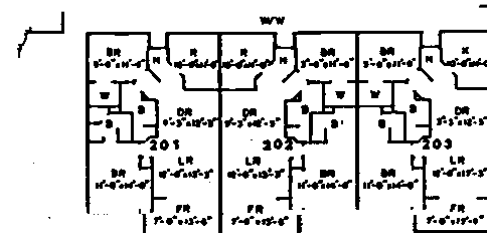
EXHIBIT "J" TO THE  
DECLARATION OF CONDOMINIUM OF  
SUNSHINE TERRACE, A CONDOMINIUM  
LEGAL DESCRIPTION OF PHASE III



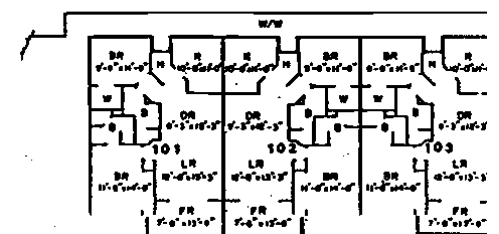
A. L. 5688 PAGE 1029



THIRD FLOOR  
FL. SL. 00.03



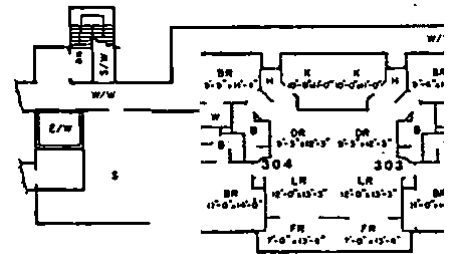
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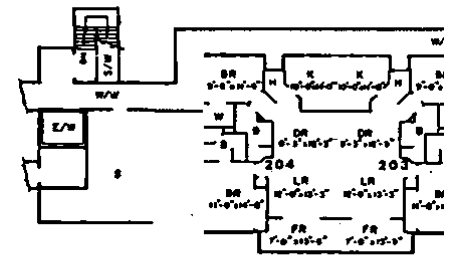
FIRST FLOOR  
FL. SL. 00.01

BUILDING #1239

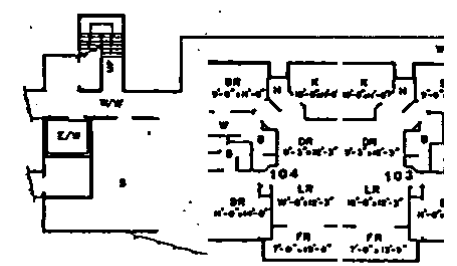
0. 2. 5688 PAGE 1030



THIR  
FL.



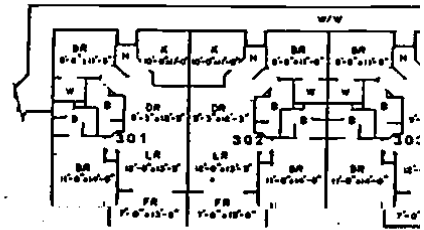
SECC  
FL.



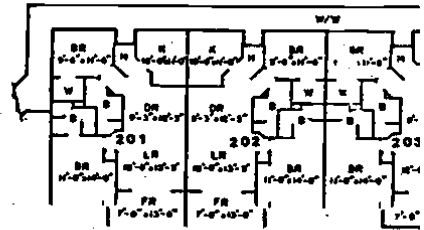
FIR  
FL.

**BUILD**

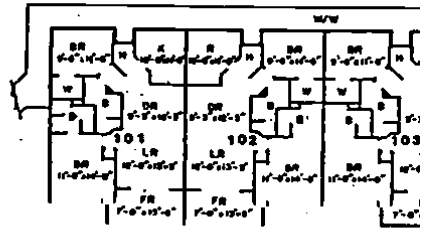
D. 2. 5688 PAGE 1031



THIRD FLOOR  
PL. EL. 99.99



SECOND FLOOR  
PL. EL. 99.99



FIRST FLOOR  
PL. EL. 99.99

BUILDING #124

EXHIBIT "K" TO THE  
DECLARATION OF CONDOMINIUM OF  
SUNSHINE TERRACE, A CONDOMINIUM

LEGAL DESCRIPTION OF PHASE IV

# SUNSHINE TERRACE

## A Condominium

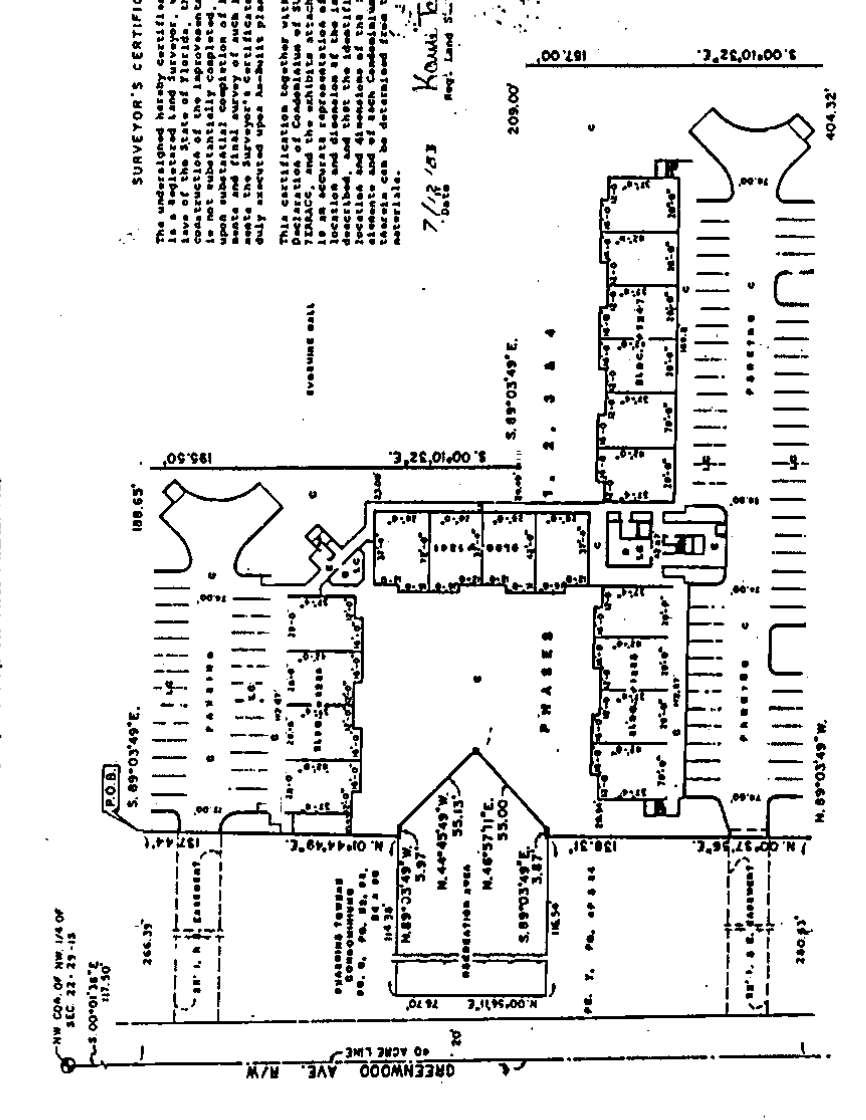
City of Clearwater, Florida  
Section 22 - Township 29 South - Range 15 East

CONDOMINIUM  
BOOK PAGE

### DESCRIPTION

A parcel of land in the SW of the NW of Section 22, Township 29 South, Range 15 East, Pinellas County, Florida. Further described as follows: Begin at the SW corner of the NW of the said Section 22-23, and run thence along the 40 acre line, also the centerline of Greenwood Avenue 2/7" S 00°01'38" E, 117.30'; thence S 89°03'49" E, 266.33' to S 89°03'49" E, 118.50'; thence S 89°03'49" E, 118.50' to a point on the 40 acre boundary line for a 2.00' set back distance from the 40 acre line thence S 89°03'49" E, 404.33'; thence, along the westerly side of the said boundary line, S 00°37'36" E, 238.21'; thence S 89°03'49" E, 3.87'; a 40°57'11" E, 35.00'; thence S 44°45'49" E, 55.13'; a 89°03'49" E, 5.97'; a 01°44'05" E, 137.44' to the T.O.B., containing 98,764.92 sq. ft. (2.267 Acres) mo.

### PHASES 1, 2, 3, & 4:



**SURVEYOR'S CERTIFICATE**  
The undersigned hereby certifies that he is a registered land surveyor, under the laws of the State of Florida, and that the construction of the improvement described is not substantially completed, and that upon substantial completion of improvements and final survey of such improvements, the same shall be duly ascertained upon As-Built plans.

This certification together with the plat, the map, and the exhibit attached thereto is an accurate representation of the location and dimensions of the improvement described, and that the identification, monuments and of such Condominium Unit materials can be determined from these materials.

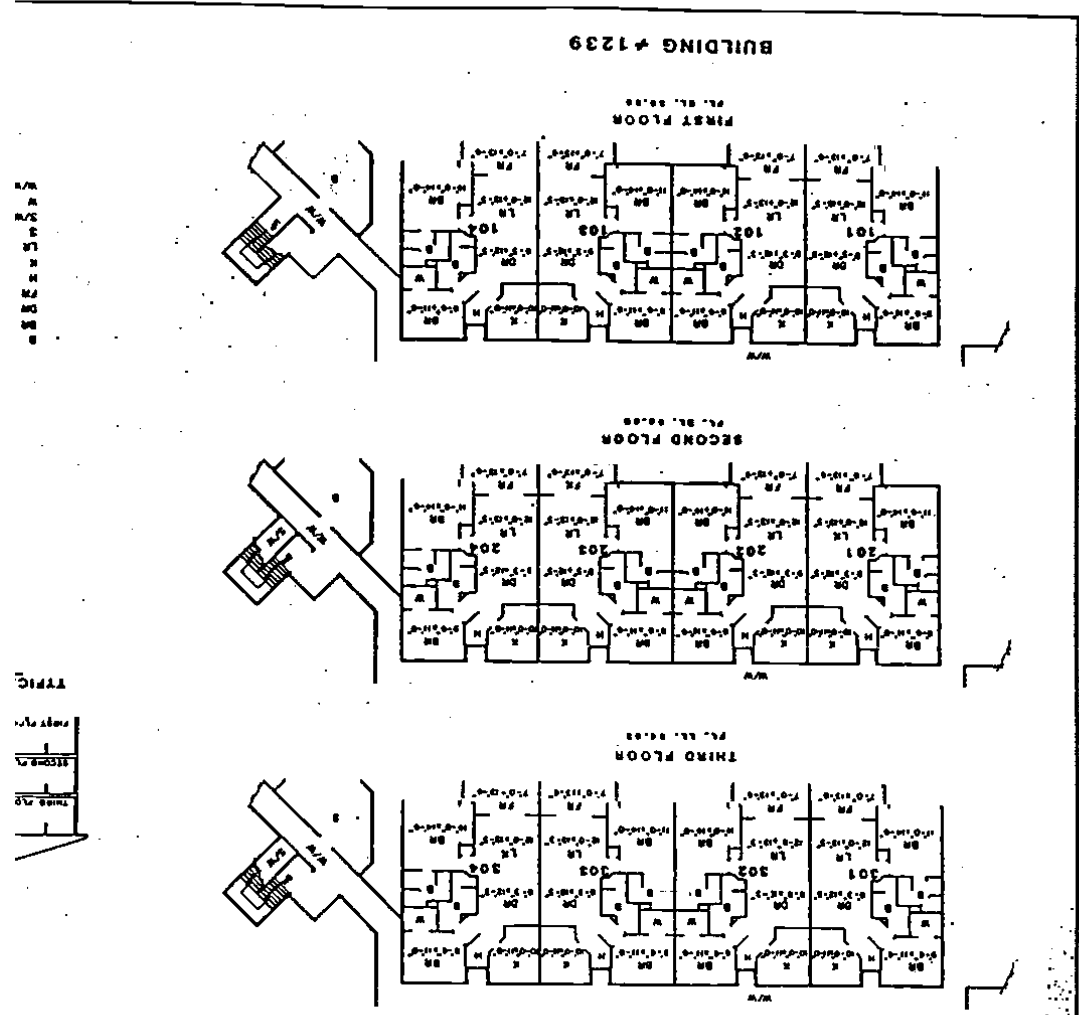
7/12/03  
Date  
Koult Tercel  
Reg. Land Surveyor No. 92760

- LEGEND
- PROPOSED BUILDING
  - STRAIGHT
  - CORNER AREA
  - LIMITED COMMON AREA

G. A. PEDERSON, INC.  
P.L.L.C.  
No. 1101 S

**SUNSHINE TERRACE**

A Condominium  
 City of Clearwater, Florida  
 Section 22 - Township 29 South - Range 15 East

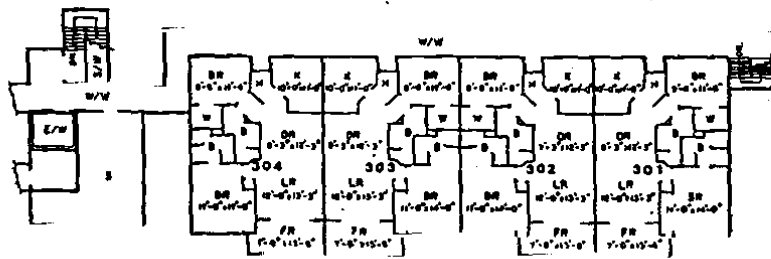


D.P. 5688 PAGE 1034

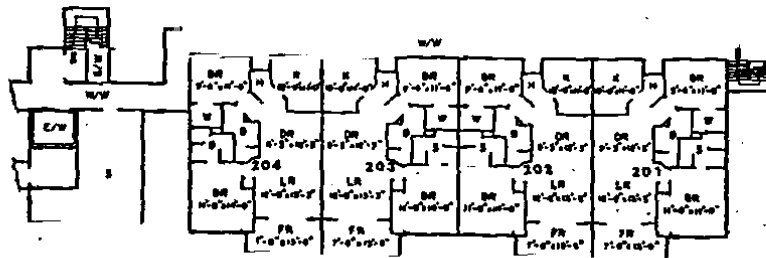


0. P. 5688 PAGE 1035

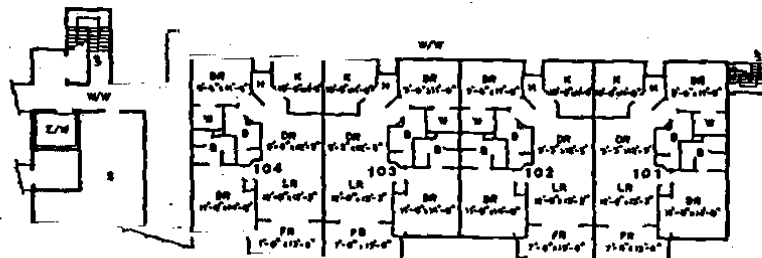
**SEASIDE TERRACE**  
A Condominium  
City of Clearwater, Florida  
Section 22 - Township 29 South - Range 15 East



**THIRD FLOOR**  
P.L. S.L. 88.88



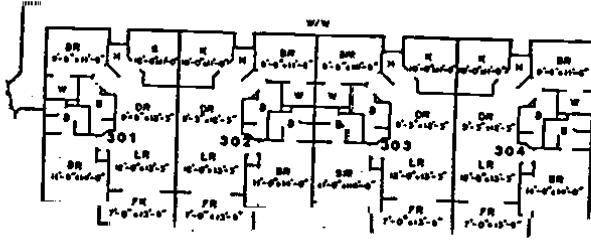
**SECOND FLOOR**  
P.L. S.L. 87.88



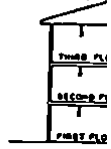
**FIRST FLOOR**  
P.L. S.L. 86.88

**BUILDING #1245**

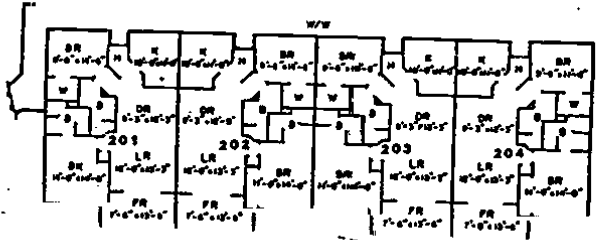
D. I. 5688 PAGE 1036



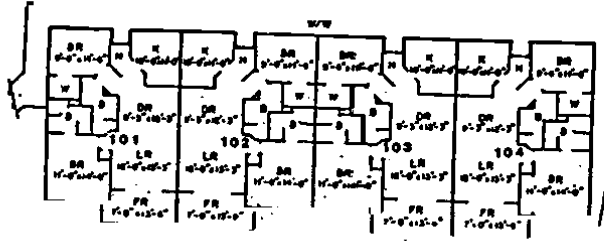
THIRD FLOOR  
PL. 22. 29. 00



TYPIC



SECOND FLOOR  
PL. 22. 29. 00



FIRST FLOOR  
PL. 22. 29. 00

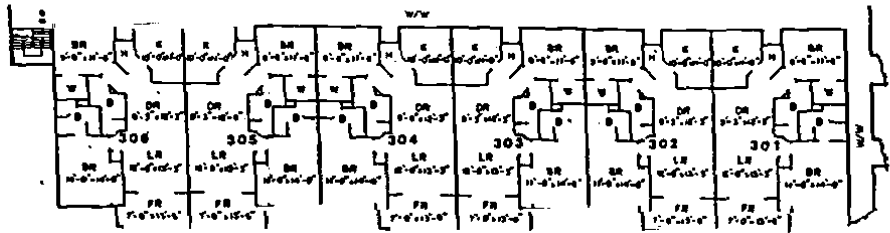
B  
BR  
DR  
FR  
K  
LR  
W  
W/W

BUILDING # 1241

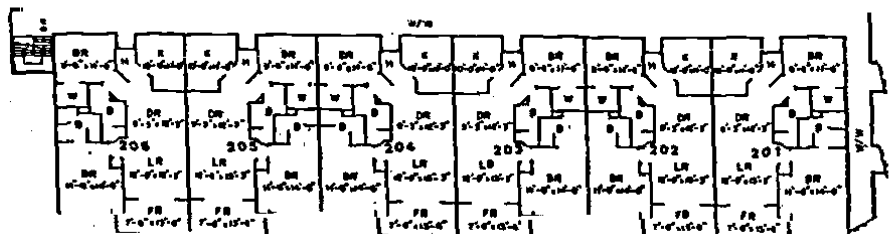
D. I. 5688 PAGE 1037

# SUNSHINE TERRACE A Condominium

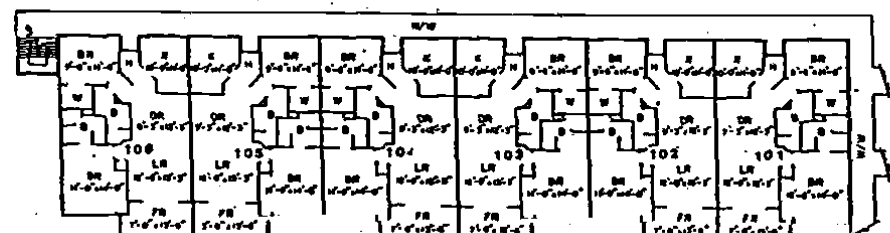
City of Clearwater, Florida  
Section 22 - Township 29 South - Range 15 East



THIRD FLOOR  
FL. NO. 03.03



SECOND FLOOR  
FL. NO. 02.03



FIRST FLOOR  
FL. NO. 01.03

BUILDING #1247

EXHIBIT "L" TO THE  
DECLARATION OF CONDOMINIUM OF  
SUNSHINE TERRACE, A CONDOMINIUM

NUMBER AND GENERAL SIZE OF UNITS TO BE  
INCLUDED IN PHASES I, II, III AND IV

	<u>Number</u>	<u>General Size</u>
Phase I	12	1,120 Sq. Ft.
Phase II	12	1,120 Sq. Ft.
Phase III	12	1,120 Sq. Ft.
Phase IV	18	1,120 Sq. Ft.

EXHIBIT "M" TO THE  
DECLARATION OF CONDOMINIUM OF  
SUNSHINE TERRACE, A CONDOMINIUM  
BILTMORE/SUNSHINE TOWERS LEASE

**NINETY-NINE YEAR  
COMMUNITY FACILITIES LEASE  
AND USE AGREEMENT**

Dated

October 27 , 1970

Between

**BILTMORE CONSTRUCTION CO., INC.**  
a Florida corporation, LESSOR

and

**SUNSHINE TOWERS APARTMENT RESIDENCES ASSOCIATION INC.,**  
a Florida corporation not for profit, LESSEE

for the benefit of

**SUNSHINE TOWERS APARTMENT RESIDENCES "A"**

NINETY-NINE YEAR  
COMMUNITY FACILITIES LEASE  
AND USE AGREEMENT

THIS COMMUNITY FACILITIES LEASE AND USE AGREEMENT made and entered into this 27th day of October, A.D. 1970, by and between ~~BILTMORE~~ CONSTRUCTION CO., INC., a Florida corporation, (hereinafter referred to as "Lessor"), and SUNSHINE TOWERS ~~APARTMENT RESIDENCES~~ ASSOCIATION INC., a Florida corporation not ~~for profit~~ (hereinafter referred to as "Lessee").

[Lessor herein is the developer of the SUNSHINE TOWERS project, as described herein.]

[Lessee herein is the entity responsible for the operation of all Sunshine Towers Condominiums, and is making and entering into this Lease and Use Agreement pursuant to the Condominium Act, Section 711.121, for the purpose of providing a possessory and use interest in the demised premises, herein referred to as "Community Facilities," for the particular use, enjoyment, recreation and benefit of the unit owners of Sunshine Towers Apartment Residences A.]

W I T N E S S E T H :

That the Lessor and the Lessee, for and in consideration of the mutual covenants herein contained, and in consideration of the payments and undertakings herein made, and to be made, have respectively promised unto, and covenanted and agreed each with the other as follows:

I.

Demise by the Lessor:

Upon the terms and conditions hereinafter stated, and in consideration of the payment from time to time of the rents hereinafter stated, and for and in consideration of the proper performance of the Lessee of the covenants hereinafter contained by the Lessee to be kept and performed, the performance of each of which is declared to be an integral part of the consideration



to be furnished by the Lessee, the Lessor does hereby lease, let and demise unto the Lessee, and the Lessee hereby leases of and from the Lessor, all on a nonexclusive basis, the following described premises, situate, lying and being in the City of Clearwater, Pinellas County, Florida, to wit:

Parcels 1 through 3 inclusive, as legally described on Exhibit "B", and parcels A-1, A-2, A-3, and A-4, as described on Exhibit "C", attached hereto and made a part hereof, together with all leasehold improvements constructed or to be constructed thereon by Lessor.

Subject to the following:

1. Zoning ordinances of the municipality and county in which said property is located.
2. Terms and conditions contained in this Lease.
3. Limitations, easements, mortgages, conditions and agreements of record.

## II.

Lessee's Use to be Nonexclusive and Subject to Rules and Regulations:

The Parties hereto understand, acknowledge, covenant and agree:

1. That Lessor is the fee owner of that certain real property legally described on Exhibit "A" attached hereto, and is developing said property and additional property as a total project to be known as SUNSHINE TOWERS;
2. That the project in general shall consist of various multi-family apartment building sites on which apartment buildings have or will be constructed and utilized as condominiums, cooperatives, or rentals at the discretion and sole election of Lessor, and the community facilities as herein described;
3. That those portions of the demised premises, consisting of parcels 1 through 3 inclusive, described on Exhibit "B", comprise various parcels of realty and improvements intended for the use in common by all residents of SUNSHINE TOWERS above described;
4. That the portion of the demised premises consisting of parcels A-1, A-2, A-3, and A-4, described on Exhibit "C", comprises realty and improvements intended for the use in common by all unit owners in Sunshine Towers Apartment Residences A;

5. That Lessee's interest in and to, and its right of use of, the demised premises and improvements is nonexclusive and shall be in common with others;

6. That Lessee's use of the demised premises shall be subject to such reasonable rules and regulations as are from time to time promulgated by Lessor;

7. That the rules and regulations shall be uniform in application as to all users, and drawn in such manner as to effectuate the maximum use, enjoyment and benefit as to all users;

8. That Lessor shall have the right to enforce the rules and regulations as to Lessee's members, and if a member shall after warning continue to disregard the rules and regulations, Lessor may deny to such member the right of use of parcels 1 and 3 for a reasonable time or times as a method of enforcement, and the nonuser by such member shall in no wise relieve such member or Lessee of paying the rental or charge reserved herein.

III.

Term:

The demised premises are hereby leased to the Lessee, and Lessee shall have the nonexclusive use of the premises and improvements, subject to all the terms, covenants and conditions herein contained for a term commencing June 2, 1970, and ending on July 1, 2075, unless said term be sooner terminated as hereinafter provided.

IV.

Rent:

A. The Lessee covenants and agrees to pay to the Lessor ~~as rent or payment to Lessor for the nonexclusive right of use of the community facilities as provided for herein, the sum of~~ ~~three thousand Dollars~~ (\$3,000.00) per annum, payable \$250.00 ~~per month, monthly in advance~~. The above monthly rental payment shall commence on the commencement date of the term hereof and continue on the first day of each successive month thereafter

during the term of this lease.

B. Rent shall be payable at a bank or such other place located in Pinellas County, Florida, which the Lessor may specify in writing from time to time, and a bank once specified for the place of payment of rent shall be and remain such until it shall have been changed by written notice given to the Lessee by the Lessor in the manner hereinafter described for the giving of notice; and all rent shall be payable without notice or demand, and if not ~~paid on its due date shall bear interest at the rate of ten per cent (10%) per annum until paid.~~ Payment of rent to a designated bank by the Lessee shall be considered payment of rent to the Lessor, and the Lessee shall be under no obligation to see to the application of the funds, as the bank is considered agent of the Lessor.

C. Beginning July 1, 1980, and at the beginning of each ~~five (5) year period thereafter during the term of this Lease.~~ ~~the annual rental shall be increased or decreased, as the case may be, on the basis of the cost-of-living average for the period ~~from January 1 to December 31 of the preceding year,~~ as reflected by the "Wholesale Price Index, All Commodities of the U.S. Department of Labor's Bureau of Labor Statistics." The year 1969 shall ~~be the base year~~ and equal one hundred per cent (100%). If said index shall no longer be published, then another index generally recognized as authoritative shall be substituted by agreement, and if the parties should not agree, such substituted index shall be selected by the then presiding Judge of the Circuit Court of the State of Florida in and for the County of Pinellas, upon the application of either party. In any event the base used by any index, or as revised on the existing index, shall be reconciled to the year 1969 to be used as one hundred per cent (100%). It is expressly, specifically understood, covenanted and agreed between the parties hereto that notwithstanding the above, the annual fixed rental shall never be less than the rental initially~~

provided for in paragraph IV A above.

D. All rent shall be payable in current legal tender of the United States as the same is constituted by law at the time the said rent becomes due. Extension, indulgence or change by the Lessor in the mode or time of payment of rent upon any occasion shall not be construed as a continuing waiver or as a waiver of the provisions of this paragraph, or as requiring a similar change or indulgence by the Lessor on any subsequent occasion.

V.

Description and Use of Community Facilities:

The description and intended use of that portion of the demised premises consisting of parcels 1 through 3 inclusive, together with the improvements contained thereon and intended for use in common by all residents of SUNSHINE TOWERS and referred to herein as the community facilities, are in general as follows:

~~Parcel 1~~ as legally described on Exhibit "B", consists of ~~a parcel of realty improved by the construction thereon of a recreation building or club, containing lounges, card room, auditorium, service kitchen, porches, and other similar improvements together with pool, patio, and other similar type recreational facilities.~~

Said ~~parcel 1~~ as improved, shall be used as a community, ~~recreational, social~~ entertainment and activities center.?

TELD ANY  
K. IF FEASIBLE  
SAVE \$ ON COST OF  
CONSTRUCTION.

~~Parcel 2~~, as legally described on Exhibit "B", consists of a parcel of realty improved by the construction thereon of paved ~~streets, sidewalks, curbs,~~ drainage facilities, street lights, landscaping, and other such subdivision improvements.

Said parcel 2, as improved, shall be used for ingress and egress for automobiles and pedestrian traffic, and other uses commensurate with the nature of such improvements.

Parcel 3, as legally described on Exhibit "B", consists of a parcel of realty improved into a landscaped green and park-type area, the use and enjoyment thereof to be commensurate with

the facility.

In addition to the above improvements, the common facilities include the water distribution system, sewer collection system, drainage facilities, privacy and security walls and such lighting, in addition to street lights, as Lessor deems necessary (in the sole opinion of Lessor) for the convenience, security and protection of the residents of SUNSHINE TOWERS.

VI.

Description and Use of Community Facilities for Exclusive Use of Unit Owners in Sunshine Towers Apartment Residences A:

The description and intended use of that portion of the demised premises consisting of parcels A-1, A-2, A-3, and A-4 as shown on Exhibit "C", together with the improvements contained thereon and intended for the exclusive use of unit owners in Sunshine Towers Apartment Residences A, are as follows:

Said parcels A-1, A-2, A-3, and A-4 consist of parcels of real estate improved by the construction thereon of a paved parking area and shall be used exclusively for parking for the owners of units in Sunshine Towers Apartment Residences A and their authorized guests. The initial directors of the Association shall establish a parking plan and in connection therewith will allocate and assign one (1) parking space to each of the units in the condominium. Additional parking spaces shall be allocated as guest parking spaces and shall be used in common by unit owners' guests and invitees, pursuant to reasonable rules and regulations to be adopted from time to time by the Association. Upon the directors having completed the parking plan, unit owners agree that they will park in their respective allocated spaces and that such plan shall not be changed or amended except upon the vote of ninety per cent of the unit owners. The parking plan need not be recorded in the Public Records but the Association shall keep said plan in its records and make same available to unit owners at all reasonable times.

VII.

Lessee's Obligations:

~~Lessee~~ ~~hereby~~ ~~and~~ ~~agrees~~ that:

A. Lessee will pay all real estate taxes, assessments, personal property taxes, and other governmental levies and charges of any kind which are assessed or imposed upon the demised premises and improvements thereto, or any part thereof, that become due and payable during the term of this lease and use agreement.

B. Lessee will pay all charges for utilities and services to and for the community facilities, including, but not limited to, sewer and water, electric, gas, if any, garbage and trash pickup.

C. Lessee shall, at its cost and expense, maintain the ~~community~~ facilities and keep the same in a good state of repair, including all necessary replacements, renewals, alterations, and betterments.

D. Lessee shall, at its expense, keep the community facilities, or such part thereof as is insurable, insured against loss or damage by fire, with extended coverage endorsement, in an amount sufficient to prevent Lessee from becoming a coinsurer under the terms of the applicable policies, but, in any event, not less than eighty per cent (80%) of the full insurable value as determined from time to time. Said policy shall name Lessor and Lessee as insureds.

E. Lessee shall, at its expense, keep the demised premises insured against claims for personal injury or property damage under a policy of general public liability insurance, with limits of not less than \$100,000.00 / \$300,000.00 for bodily injury and \$25,000.00 for property damage. Such policy shall name the Lessor and Lessee as insureds.

F. Lessee will pay the rent or use charge promptly when due.

G. The payment thereof shall be and continue to be during

the term of this lease a common expense of Lessee.

H. Lessee will assess all its members from time to time a sum sufficient to pay all common expenses attributable to facilities for such members.

I. Lessee will assess its members who are unit owners in Sunshine Towers Apartment Residences A from time to time a sum sufficient to pay all common expenses attributable to parcels A-1, A-2, A-3, and A-4 described on Exhibit "C".

J. Lessee will, upon the nonpayment by one of its members, immediately proceed to collect same as provided in Florida Statutes Chapter 711.15.

K. Lessee, and its members, guests and invitees shall at all times use the community facilities strictly in accordance with the rules and regulations promulgated by Lessor for the use thereof.

L. Lessee's members shall be personally liable for any damage caused to the community facilities resulting from their negligent or careless act or acts.

M. Lessee will pay any tax or charge, in the nature of a sales or use tax, levied or assessed against Lessor or Lessee on the rental or use charge provided for herein.

N. Lessee and its members will use the community facilities for lawful purposes only and will comply with all laws and regulations of governmental authorities having jurisdiction over the use of the community facilities.

#### VIII.

##### Lessor's Security:

Lessee covenants and agrees in consideration of the mutual covenants herein contained, that:

A. Lessor shall have the first lien, paramount to all others, and every right and interest of the Lessee in and to this lease on any and all improvements, buildings, and structures, now or hereafter placed thereon, and on all furniture, furnishings, fixtures

and equipment thereon or hereafter brought or placed thereon and intended for use thereon; which lien is granted for the purpose of securing the payments of rents, together with taxes, assessments, insurance premiums, charges, liens, penalties and damages herein covenanted to be paid by the Lessee, and for the purpose of securing the performance of all and singular the covenants, conditions, and obligations of this lease to be performed and observed by the Lessee.

B. Lessee, in order to further secure the payment of the rental reserved herein, together with the other items set forth in the foregoing paragraph, by these presents does hereby assign, transfer, and set over unto the Lessor all of the assessments levied, or to be levied, by Lessee upon its respective unit owners and further gives and grants to Lessor, as its attorney in fact, the right to make and levy assessments against the unit owners for the payment of any moneys due Lessor pursuant to the terms of this lease, provided that Lessee refuses to make such assessments. The foregoing assignment and right to make and levy assessments for and on behalf of the Lessee shall only become operative upon Lessee's being in default of the terms and conditions of this lease, and shall remain in force and effect only so long as such default continues to exist.

C. Lessee in order further to secure the payment of the items set forth in paragraph A hereof hereby gives and grants unto Lessor a continuing first lien paramount and superior to all others, including unit owners, upon its assets and common surplus.

D. Lessor, in order further to secure the payment of said items, shall have a continuing first lien paramount and superior to all others upon the unit owner's respective condominium parcels.

The lien herein granted shall accrue against each apartment unit severally, and may be enforced against only those apartment units whose owners have not paid the rent or the pro rata share



of the other obligations attributable to such units. The lien shall be for the amount of such unpaid sums, together with interest thereon and reasonable attorneys' fees incurred in the collection and enforcement thereof.

Upon full payment of arrearages, interest and costs (including attorneys' fees), the party making payment shall be entitled to a recordable satisfaction discharging the lien as to such arrearages, interest and costs only, provided such satisfaction shall in no way diminish or extinguish the lien hereby created as to any other amounts due or to become due, but said lien shall continue throughout the term. The parties understand and agree that the Lessor's lien as provided for herein is a continuing lien and shall be in force and effect during the life of this lease. The lien hereby given may be foreclosed either in the manner in which a mortgage on real property is foreclosed, or, alternately, at the option of the Lessor in the manner in which statutory liens on real property are foreclosed, or, at the further option of the Lessor, by any other remedy available to the Lessor for the foreclosure or collection of the said lien.

Notwithstanding the above, it is specifically understood and agreed that Lessor's lien above provided for shall not apply to an institutional first mortgagee or other purchaser obtaining title to a condominium parcel as a result of the foreclosure of the first mortgage, or taking title in lieu of foreclosure, as to sums owed by the former owner which became due prior to acquisition of title as a result of such foreclosure. Said mortgagee or other acquirer of title shall, however, be responsible for all assessments for common expense accruing from the date of taking title.

In the event the condominium is terminated, said liens upon the condominium parcels shall be upon the respective undivided shares of the owners as tenants in common.

E. Lessee understands and agrees that the within lease imposes

on it the firm and irrevocable obligation to pay the full rent and perform the other provisions hereof for the full term of this lease; and the Lessor shall have, in addition to the liens and other provisions for the enforcement and payment of the rental and other charges herein covenanted to be paid by Lessee, any and all other rights and remedies in connection with the enforcement and collection thereof as is provided by law. The exercise of one or more of the rights or remedies provided for herein shall not be construed as a waiver of the others.

## IX.

## Indemnification:

The Lessee indemnifies and agrees to save harmless the Lessor from and against any and all claims, debts, demands, or obligations which may be made against the Lessor or against the Lessor's title in the demised premises arising by reason of or in connection with the making of this lease, the ownership by the Lessee of its interests in this lease and in and to the demised premises, and the Lessee's use, occupancy and possession of the demised premises and if it becomes necessary for the Lessor to defend any actions seeking to impose any such liability, the Lessee will pay to the Lessor all costs and reasonable attorneys' fees incurred by the Lessor in effecting such defense in addition to any other sums which the Lessor may be called upon to pay by reason of the entry of a judgment against the Lessor in the litigation in which such claim is asserted.

## X.

~~Assignment:~~

~~Lessee may not assign or sublease its interest in this lease.~~

It is understood and agreed, however, that the Lessor may ~~assign~~ ~~in whole or in part~~, any of its right, title and ~~interest~~ ~~in~~ ~~and to~~ this lease and the demised premises.

## XI.

## Subordination:

A. It is understood and agreed between the parties hereto, that this instrument shall not be a lien against said demised premises in respect to any mortgage that now exists against said demised premises or to any mortgage that hereafter may be placed against said premises, or extensions thereof, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease, irrespective of the date of recording and the Lessee agrees to execute any such instrument without cost, which may be deemed necessary or desirable further to effect the subordination of this lease to any such mortgage or mortgages. The Lessee does hereby agree that the within paragraph shall in fact constitute and be the subordination as provided for herein. The Lessee further hereby constitutes and appoints the said Lessor as its attorney in fact for the purpose of executing any formal instruments of subordination, if same are required.

B. Lessor agrees at all times during the term hereof to keep current any mortgages or encumbrances against the demised premises. In the event Lessor is in default of its obligations under this paragraph, Lessee may make payment for Lessor and deduct such payment from the next ensuing rental payment or payments, provided that prior to payment Lessee gives ten (10) days written notice to Lessor of its intention to make such payment.

## XII.

## Waste:

The Lessee shall not do or suffer any waste or damage, disfigurement or injury to the demised premises, to any improvements, structures, buildings and personal property now or hereafter placed or brought thereon.

## XIII.

## Quiet Enjoyment:

Lessor covenants and agrees with Lessee that so long as the

Lessee keeps and performs all of its covenants herein made, the Lessee shall have the quiet, undisturbed and continued possession and nonexclusive right of use of the demised premises, subject, however, to all of the terms and conditions contained herein, and rules and regulations promulgated from time to time by Lessor.

## XIV.

Covenants and Agreements to be  
Covenants Running with the Lands:

The terms, conditions, provisions, covenants and agreements set forth in this lease and use agreement shall be binding upon the Lessor and Lessee, their respective heirs, legal representatives, successors and assigns, and shall be deemed to be covenants running with the land. Land, as the term is used herein, shall include the demised premises, together with the land described in paragraph III of the Declaration of Condominium for Sunshine Towers Apartment Residences A, to which this lease is attached as an exhibit.

## XV.

## Condemnation:

In the event that the demised premises, or a substantial portion thereof, are taken or condemned for a public or quasi-public use, this lease shall terminate as of the date title shall vest in the condemnor, and the rent shall be apportioned as of said date. No part of any award shall belong to Lessee.

In the event only a portion of the demised premises be taken, the taking of which does not destroy the purpose, utility and use of the remaining portion for its intended use pursuant to the terms of this lease, then the lease shall continue in full force and effect as to the remaining portion of the demised premises with no abatement of rental.

In the event that such taking is so substantial as to destroy the purpose, utility or use of the remaining portion, for its intended use pursuant to the terms of this lease, then the lease shall continue in full force and effect as to the remaining portion

of the demised premises with an abatement of rent that shall be just and equitable. In the event the parties cannot agree on an equitable abatement, each agrees forthwith to appoint an arbitrator, the two of whom shall appoint a third arbitrator and the arbitration board, as constituted, shall determine such abatement. Lessor, in such event, shall rebuild and restore improvements on the demised premises at its expense, as nearly in conformity with the improvements as they existed prior to their being damaged by such condemnation as possible.

All awards of any kind or nature by law accruing to either the Lessor or the Lessee, shall belong solely to the Lessor.

XVI.

Notice:

That when either of the parties desires to give notice unto the other in connection with, and according to, the terms and conditions of this lease, all such notices shall be given by registered or certified mail (return receipt requested), and it shall be deemed given when the notice shall have been deposited in the United States mail with sufficient postage prepaid thereon to carry it to its addressed destination.

Notices under this lease shall be addressed as follows:

- ~~FOR THE LESSOR:~~ 1055 Ponce De Leon Boulevard  
Clearwater, Florida 33516
- FOR THE LESSEE: 1243 South Greenwood Avenue  
Clearwater, Florida 33516

XVII.

Waiver:

One or more waivers of any covenant or condition by the Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition; and, the consent or approval by Lessor to, or of, any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to, or of, any subsequent similar act by Lessee.

## XVIII.

Arbitration:

Lessee acknowledges that Lessor economically could not have set aside and improved the demised premises and made and entered into this Lease and Use Agreement with Lessee except upon the condition that this lease be noncancellable by Lessee and that the Lessee pay the rental and other charges and payments reserved herein for the full term of the lease.

Accordingly, the parties hereto covenant and agree that in case any dispute shall arise at any time during the term hereof between the Lessor and the Lessee which, if determined in favor of Lessee, would give Lessee the right under normal circumstances to either cancel this lease or abate, diminish or otherwise affect the payment of the rentals reserved herein unto Lessor, that any such dispute shall not be the subject of litigation but shall be submitted to arbitration pursuant to and in accordance with the provisions of the Florida Arbitration Code, being Chapter 682, Florida Statutes.

The parties specifically covenant and agree that no award shall be rendered against Lessor involving either the cancellation of this lease and use agreement by Lessee, or for the nonpayment by Lessee of any rentals or charges reserved herein unto Lessor, and that any such award judgment or decree shall be limited solely to an interpretation of the obligations and duties of Lessor hereunder, and for the enforcement of such obligations and duties.

In connection with such arbitration, the parties agree that the prevailing party shall be entitled to reimbursement for all costs and reasonable attorneys' fees.

Lessor, in connection with the enforcement of the payment of the rentals or other charges reserved herein, the enforcement of the rules and regulations to be promulgated by Lessor, or for the enforcement of any other provisions, terms and conditions contained herein to be kept and performed by Lessee, shall have

the right to all or any of the legal remedies given Lessor herein, and Lessor shall not be required to submit same to arbitration.

XIX.

Default:

It is expressly agreed that, if the Lessee should breach any of the terms, covenants, and conditions of this lease by it to be kept and performed, such breach on the part of the Lessee shall constitute a default under the terms of this lease, and if such default should not be cured by the Lessee within the number of days hereinafter specified and referred to as the "grace period," the Lessor may, at its option, declare this lease to be terminated and the term ended, and the same shall be accomplished by the giving of notice to such effect to the Lessee; or the Lessor may use any remedy afforded by law to require the Lessee to comply with the terms of this lease, or to pay any sums of money payable hereunder by the Lessee, or to reimburse the Lessor for any sums paid by Lessor which should have been paid by the Lessee as herein provided. The grace period shall commence the day following the date on which the breach and default occurred, and shall be as follows:

A. If the default should exist by reason of the breach of paragraph IV relating to the payment of rent or other charges or payments reserved herein, the grace period shall be fifteen (15) days from the date said rental or other charges or payments were due.

B. If the default should occur by reason of any of the other terms and conditions of this lease to be kept and performed by Lessee, the grace period shall be fifteen (15) days from the date on which Lessor gives notice to the Lessee to cure such default provided that if the correction of the default by Lessee, by the nature thereof, requires more than fifteen (15) days to cure, Lessee shall have such additional time as is reasonably necessary to correct said default provided that the Lessee is working diligently

toward the cure or correction thereof.

XXI.

Return of Premises and Cessation of Use  
Upon Prior Termination of Lease:

The Lessee further agrees if the Lessor should declare this lease to be terminated and its term ended prior to the expiration of its term by reason of Lessee's breach of a covenant and condition, as hereinabove provided, that Lessee will, within twenty-four (24) hours from date of said notice of termination deliver unto Lessor the quiet and peaceful possession of all of the demised premises, and it and its members will discontinue its and their use of the demised premises.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purposes herein expressed, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Robert Paul Spaduzzi  
J. R. Martin  
As to Lessor

BILTMORE CONSTRUCTION CO., INC.  
By E. A. Parker  
E. A. PARKER, Exec. Vice President

Attest:  
Elsie M. Wilkinson  
ELSIE M. WILKINSON, Secretary

Robert Paul Spaduzzi  
J. R. Martin  
As to Lessee

SUNSHINE TOWERS APARTMENT  
RESIDENCES ASSOCIATION INC.  
By E. A. Parker  
E. A. PARKER, President

Attest:  
David E. Gray  
DAVID E. GRAY, Secretary

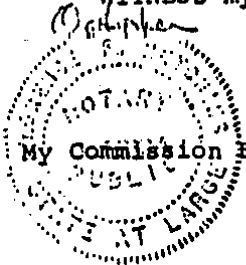
STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared E. A. PARKER and ELSIE M. WILKINSON, Executive Vice President and Secretary respectively of BILTMORE CONSTRUCTION CO., INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Ninety-nine Year Community Facilities Lease and Use Agreement and they acknowledged then and there before me that they executed the same as such officers for the purposes therein expressed;



and that they affixed thereto the official seal of said corporation; and that the said agreement is the act and deed of said corporation.

WITNESS my hand and official seal this 27<sup>th</sup> day of October, A.D. 1970.



My Commission Expires:

Florence F. Hutchins  
Notary Public

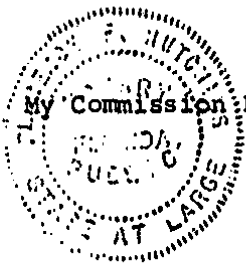
Notary Public, State of Florida at Large  
My Commission Expires Aug. 6, 1974  
Bonded by American Life & Casualty Co.

STATE OF FLORIDA

COUNTY OF PINELLAS

I HEREBY CERTIFY that this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared E. A. PARKER and DAVID E. GRAY, President and Secretary respectively of SUNSHINE TOWERS APARTMENT RESIDENCES ASSOCIATION INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Ninety-nine Year Community Facilities Lease and Use Agreement and they acknowledged then and there before me that they executed the same as such officers for the purposes therein expressed; and that they affixed thereto the official seal of said corporation; and that the said agreement is the act and deed of said corporation.

WITNESS my hand and official seal this 27<sup>th</sup> day of October, A.D. 1970.



My Commission Expires:

Florence F. Hutchins  
Notary Public

Notary Public, State of Florida at Large  
My Commission Expires Aug. 6, 1974  
Bonded by American Life & Casualty Co.

Exhibit "A" to Ninety-nine Year Community Facilities Lease and Use Agreement between Biltmore Construction Co., Inc. and Sunshine Towers Apartment Residences Association Inc. for the benefit of SUNSHINE TOWERS APARTMENT RESIDENCES "A."

DESCRIPTIONS FOR SUNSHINE TOWERS APARTMENT RESIDENCES "A," "B," "C" AND RECREATION AREA:

Begin at the NW corner of the NE 1/4 of the NW 1/4 of Section 22, Township 29S, Range 15E and run thence along the 40 acre line S 0°01'36" E, 117.50'; thence S 89°03'49" E, 20.00' for P.O.B.; thence continue S 89°03'49" E, 246.39'; thence S 1°44'49" W, 137.44'; thence S 89°03'49" E, 5.97'; thence S 44°45'49" E, 55.13'; thence S 46°57'11" W, 55.00'; thence N 89°03'49" W, 3.67'; thence S 0°57'56" W, 138.30'; thence N 89°03'49" W, 240.63'; thence N 0°01'36" W, 352.50' to P.O.B.

Parcel 1 of Exhibit "B" to Ninety-nine Year Community Facilities Lease and Use Agreement between Biltmore Construction Co., Inc. and Sunshine Towers Apartment Residences Association Inc. for the benefit of SUNSHINE TOWERS APARTMENT RESIDENCES "A."

DESCRIPTION FOR SUNSHINE TOWERS RECREATION AREA:

Begin at the NW corner of the NE 1/4 of the NW 1/4 of Section 22, Township 29S, Range 15E and run thence along the 40 acre line S 00°01'36" E, 117.50'; thence S 89°03'49" E, 298.52'; thence S 00°56'11" W, 137.45'; thence N 89°03'49" W, 28.10' for P.O.B.; thence S 44°45'49" E, 55.13'; thence S 46°57'11" W, 55.00'; thence N 89°03'49" W, 120.21'; thence N 00°56'11" E, 76.70'; thence S 89°03'49" E, 120.33' to P.O.B.

Parcel 2a of Exhibit "B" to Ninety-nine Year Community Facilities Lease and Use Agreement between Biltmore Construction Co., Inc. and Sunshine Towers Apartment Residences Association Inc. for the benefit of SUNSHINE TOWERS APARTMENT RESIDENCES "A."

A STRIP OF LAND 22 FEET WIDE LYING 11 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

Begin at the NW corner of the NE 1/4 of the NW 1/4 of Section 22, Township 29S, Range 15E and run S 00°01'36" E, along the 40 acre line, 117.50'; thence S 89°03'49" E, 20.00'; thence S 00°01'36" E, 30.01' to the P.O.B. of the centerline; thence S 89°03'49" E, 92.50' to the end of this described centerline.

Parcel 2b of Exhibit "B" to Ninety-nine Year Community Facilities Lease and Use Agreement between Biltmore Construction Co., Inc. and Sunshine Towers Apartment Residences Association Inc. for the benefit of SUNSHINE TOWERS APARTMENT RESIDENCES "A."

A STRIP OF LAND 22 FEET WIDE LYING 11 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

Begin at the NW corner of the NE 1/4 of the NW 1/4 of Section 22, Township 29S, Range 15E and run S 00°01'36" E along the 40 acre line, 117.50'; thence S 89°03'49" E, 20.00'; thence S 00°01'36" E, 322.50' to P.O.B. of the centerline; thence S 89°03'49" E, 84.51' to the end of this described centerline.

Parcel 3 of Exhibit "B" to Ninety-nine Year Community Facilities Lease and Use Agreement between Biltmore Construction Co., Inc. and Sunshine Towers Apartment Residences Association Inc. for the benefit of SUNSHINE TOWERS APARTMENT RESIDENCES "A."

Begin at the NW corner of the NE 1/4 of the NW 1/4 of Section 22, Township 29S, Range 15E and run thence along the 40 acre line S 0°01'36" E, 117.50'; thence S 89°03'49" E, 20.00' for P.O.B.; thence continue S 89°03'49" E, 246.39'; thence S 1°44'49" W, 137.44'; thence S 89°03'49" E, 5.97'; thence S 44°45'49" E, 55.13'; thence S 46°57'11" W, 55.00'; thence N 89°03'49" W, 3.67'; thence S 0°57'56" W, 138.30'; thence N 89°03'49" W, 240.63'; thence N 0°01'36" W, 352.50' to P.O.B., LESS AND EXCEPT the following described parcels:

(a) Description for Sunshine Towers Apartment Residence "A" Replat:

Begin at the NW corner of the NE 1/4 of the NW 1/4 of Section 22, Township 29S, Range 15E and run thence along the 40 acre line S 0°01'36" E, 409.90'; thence S 89°04'36" E, 84.67' for P.O.B.; thence N 44°09'36" W, 53.47'; thence N 0°50'24" E, 142.60'; thence N 0°45'24" E, 15.00'; thence N 45°45'36" E, 50.54'; thence S 89°10'24" E, 15.97'; thence S 0°50'54" W, 53.92'; thence S 89°14'36" E, 4.40'; thence S 0°50'24" W, 124.44'; thence N 89°09'36" W, 3.10'; thence S 0°55'24" W, 52.83'; thence N 89°00'49" W, 15.04' to P.O.B.

(b) Description for Sunshine Towers Apartment Residence "B" Replat:

Begin at the NW corner of the NE 1/4 of the NW 1/4 of Section 22, Township 29S, Range 15E and run thence along the 40 acre line S 0°01'36" E, 229.67'; thence S 89°14'36" E, 49.59' for P.O.B.; thence N 0°45'24" E, 15.00'; thence N 45°45'36" E, 50.54'; thence S 89°10'24" E, 159.18'; thence N 0°49'36" E, 5.01'; thence S 89°10'24" E, 19.38'; thence S 1°44'49" W, 58.75'; thence N 89°14'36" W, 161.67'; thence N 0°50'54" E, 3.21'; thence N 89°14'36" W, 51.63' to P.O.B.

(c) Description for Sunshine Towers Apartment Residence "C" Replat:

Begin at the NW corner of the NE 1/4 of the NW 1/4 of Section 22, Township 29S, Range 15E and run thence along the 40 acre line S 0°01'36" E, 409.90'; thence S 89°04'36" E, 84.67' for P.O.B.; thence N 44°09'36" W, 53.47'; thence N 0°50'24" E, 14.98'; thence S 89°09'36" E, 56.03'; thence N 0°50'24" E, 3.19'; thence S 89°03'21" E, 158.90'; thence S 0°57'56" W, 61.12'; thence N 89°00'51" W, 20.71'; thence N 0°55'24" E, 4.98'; thence N 89°00'49" W, 156.29' to P.O.B.

## (d) Description for Parking Area "A-1:"

Begin at the NW corner of the NE 1/4 of the NW 1/4 of Section 22, Township 29S, Range 15E and run S 00°01'36" E along the 40 acre line, 117.50'; thence S 89°03'49" E, 104.00'; thence S 00°56'11" W, 3.00' to the P.O.B. of this description; thence continue S 00°56'11" W, 16.00'; thence N 89°03'49" W, 54.00'; thence N 00°56'11" E, 16.00'; thence S 89°03'49" E, 54.00' to the P.O.B.

## (e) Description for Parking Area "A-2:"

Begin at the NW corner of the NE 1/4 of the NW 1/4 of Section 22, Township 29S, Range 15E and run S 00°01'36" E, along the 40 acre line, 117.50'; thence S 89°03'49" E, 104.00'; thence S 00°56'11" W, 19.00'; thence S 89°03'49" E, 9.00'; thence S 00°56'11" W, 22.00' to the P.O.B.; thence continue S 00°56'11" W, 16.00'; thence N 89°03'49" W, 63.00'; thence N 00°56'11" E, 16.00'; thence S 89°03'49" E, 63.00' to the P.O.B.

## (f) Description for Parking Area "A-3:"

Begin at the NW corner of the NE 1/4 of the NW 1/4 of Section 22, Township 29S, Range 15E and run S 00°01'36" E along the 40 acre line, 117.50'; thence S 89°03'49" E, 20.00'; thence S 00°01'36" E, 352.50'; thence S 89°03'49" E, 84.00'; thence N 00°56'11" E, 41.00' to the P.O.B. of this description; thence N 89°03'49" W, 54.00'; thence N 00°56'11" E, 16.00'; thence S 89°03'49" E, 54.00'; thence S 00°56'11" W, 16.00' to the P.O.B.

## (g) Description for Parking Area "A-4:"

Begin at the NW corner of the NE 1/4 of the NW 1/4 of Section 22, Township 29S, Range 15E and run S 00°01'36" E along the 40 acre line, 117.50'; thence S 89°03'49" E, 20.00'; thence S 00°01'36" E, 352.50'; thence S 89°03'49" E, 84.00'; thence N 00°56'11" E, 3.00' to the P.O.B. of this description; thence N 89°03'49" W, 54.00'; thence N 00°56'11" E, 16.00'; thence S 89°03'49" E, 54.00'; thence S 00°56'11" W, 16.00' to the P.O.B.

## (h) Description for Parking Area "B-1:"

Begin at the NW corner of the NE 1/4 of the NW 1/4 of Section 22, Township 29S, Range 15 E and run S 00°01'36" E, along the 40 acre line 117.50'; thence S 89°03'49" E, 104.00'; thence S 00°56'11" W, 3.00' to the P.O.B.; thence S 89°03'49" E, 108.00'; thence S 00°56'11" W, 16.00'; thence N 89°03'49" W, 108.00'; thence N 00°56'11" E, 16.00' to the P.O.B.

## (i) Description for Parking Area "B-2:"

Begin at the NW corner of the NE 1/4 of the NW 1/4 of Section 22, Township 29S, Range 15E and run S 00°01'36" E, along the 40 acre line 117.50'; thence S 89°03'49" E, 104.00'; thence S 00°56'11" W, 19.00'; thence S 89°03'49" E, 9.00'; thence S 00°56'11" W, 22.00' to the P.O.B.; thence S 89°03'49" E, 117.00'; thence S 00°56'11" W, 16.00'; thence N 89°03'49" W, 117.00'; thence N 00°56'11" E, 16.00' to the P.O.B.

## (j) Description for Centerline of a strip of land 22.00' wide being 11.00' on either side of the following described centerline: Begin at the NW corner of the NE 1/4 of the NW 1/4 of Section 22, Township 29S, Range 15E and run S 00°01'36" E, along the 40 acre line 117.50'; thence S 89°03'49" E, 20.00'; thence S 00°01'36" E, 30.01' to P.O.B. of the centerline to be described; thence continue S 89°03'49" E, along said described centerline 243.00' to the P.O.E.

## (k) Description for Parking Area "C-1:"

Begin at the NW corner of the NE 1/4 of the NW 1/4 of Section 22, Township 29S, Range 15E and run thence S 0°01'36" E, along the 40 acre line 117.50'; thence S 89°03'49" E, 20.00'; thence S 0°01'36" E, 353.50'; thence S 89°03'49" E, 84.00'; thence N 0°56'11" E, 3.00' for P.O.B.; thence S 89°03'49" E, 108.00'; thence N 0°56'11" E, 16.00'; thence N 89°03'49" W, 108.00'; thence S 0°56'11" W, 16.00' to P.O.B.

## (l) Description for Parking Area "C-2:"

Begin at the NW corner of the NE 1/4 of the NW 1/4 of Section 22, Township 29S, Range 15 E and run thence S 0°01'36" E, along the 40 acre line 117.50'; thence S 89°03'49" E, 20.00'; thence S 0°01'36" E, 353.50'; thence S 89°03'49" E, 84.00'; thence N 0°56'11" E, 41.00' for P.O.B.; thence S 89°03'49" E, 123.00'; thence N 0°56'11" E, 16.00'; thence N 89°03'49" W, 123.00'; thence S 0°56'11" W, 16.00' to P.O.B.

## (m) Description for Centerline of a strip of land 22.00' wide being 11.00' on either side of the following described centerline: Begin at the NW corner of the NE 1/4 of the NW 1/4 of Section 22, Township 29S, Range 15E and run thence S 0°01'36" E along the 40 acre line 117.50'; thence S 89°03'49" E, 20.00'; thence S 0°01'36" E, 322.50' for P.O.B. of said centerline; thence S 89°03'49" E, 245.65' to the P.O.E.

## (n) Description for Sunshine Towers Recreation Area:

Begin at the NW corner of the NE 1/4 of the NW 1/4 of Section 22, Township 29S, Range 15E and run thence along the 40 acre line S 00°01'36" E, 117.50'; thence S 89°03'49" E, 298.52'; thence S 00°56'11" W, 137.45'; thence N 89°03'49" W, 28.10' for P.O.B.; thence S 44°45'49" E, 55.13'; thence S 46°57'11" W, 55.00'; thence N 89°03'49" W, 120.21'; thence N 00°56'11" E, 76.70'; thence S 89°03'49" E, 120.33' to P.O.B.

Parcel A-1 of Exhibit "C" to Ninety-nine Year Community Facilities Lease and Use Agreement between Biltmore Construction Co., Inc. and Sunshine Towers Apartment Residences Association Inc. for the benefit of SUNSHINE TOWERS APARTMENT RESIDENCES "A."

DESCRIPTION FOR PARKING AREA "A-1:"

Begin at the NW corner of the NE 1/4 of the NW 1/4 of Section 22, Township 29S, Range 15E and run S 00°01'36" E along the 40 acre line, 117.50'; thence S 89°03'49" E, 104.00'; thence S 00°56'11" W, 3.00' to the P.O.B. of this description; thence continue S 00°56'11" W, 16.00'; thence N 89°03'49" W, 54.00'; thence N 00°56'11" E, 16.00'; thence S 89°03'49" E, 54.00' to the P.O.B.

Parcel A-2 of Exhibit "C" to Ninety-nine Year Community Facilities Lease and Use Agreement between Biltmore Construction Co., Inc. and Sunshine Towers Apartment Residences Association Inc. for the benefit of SUNSHINE TOWERS APARTMENT RESIDENCES "A."

DESCRIPTION FOR PARKING AREA "A-2:"

Begin at the NW corner of the NE 1/4 of the NW 1/4 of Section 22, Township 29S, Range 15E and run S 00°01'36" E, along the 40 acre line, 117.50'; thence S 89°03'49" E, 104.00'; thence S 00°56'11" W, 19.00'; thence S 89°03'49" E, 9.00'; thence S 00°56'11" W, 22.00' to the P.O.B.; thence continue S 00°56'11" W, 16.00'; thence N 89°03'49" W, 63.00'; thence N 00°56'11" E, 16.00'; thence S 89°03'49" E, 63.00' to the P.O.B.

Parcel A-3 of Exhibit "C" to Ninety-nine Year Community Facilities Lease and Use Agreement between Biltmore Construction Co., Inc. and Sunshine Towers Apartment Residences Association Inc. for the benefit of SUNSHINE TOWERS APARTMENT RESIDENCES "A."

DESCRIPTION FOR PARKING AREA "A-3:"

Begin at the NW corner of the NE 1/4 of the NW 1/4 of Section 22, Township 29S, Range 15E and run S 00°01'36" E along the 40 acre line, 117.50'; thence S 89°03'49" E, 20.00'; thence S 00°01'36" E, 352.50'; thence S 89°03'49" E, 84.00'; thence N 00°56'11" E, 41.00' to the P.O.B. of this description; thence N 89°03'49" W, 54.00'; thence N 00°56'11" E, 16.00'; thence S 89°03'49" E, 54.00'; thence S 00°56'11" W, 16.00' to the P.O.B.



Parcel A-4 of Exhibit "C" to Ninety-nine Year Community Facilities Lease and Use Agreement between Biltmore Construction Co., Inc. and Sunshine Towers Apartment Residences Association Inc. for the benefit of SUNSHINE TOWERS APARTMENT RESIDENCES "A."

DESCRIPTION FOR PARKING AREA "A-4:"

Begin at the NW corner of the NE 1/4 of the NW 1/4 of Section 22, Township 29S, Range 15E and run S 00°01'36" E along the 40 acre line, 117.50'; thence S 89°03'49" E, 20.00'; thence S 00°01'36" E, 352.50'; thence S 89°03'49" E, 84.00'; thence N 00°56'11" E, 3.00' to the P.O.B. of this description; thence N 89°03'49" W, 54.00'; thence N 00°56'11" E, 16.00'; thence S 89°03'49" E, 54.00'; thence S 00°56'11" W, 16.00' to the P.O.B.

EXHIBIT "N" TO THE  
DECLARATION OF CONDOMINIUM OF  
SUNSHINE TERRACE, A CONDOMINIUM

BILTMORE/WAITE LEASE

EXHIBIT "G" TO THE  
PROSPECTUS OF  
SUNSHINE TERRACE, A CONDOMINIUM

ESTIMATED OPERATING BUDGET

PROSPECTUS

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AMENDMENT TO  
DECLARATION OF CONDOMINIUM

AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
FOR  
SUNSHINE TERRACE, A CONDOMINIUM

THIS AMENDMENT of the Declaration of Condominium for SUNSHINE TERRACE, A CONDOMINIUM, made this 26th day of July, 1984, pursuant to the provisions of Article 25 of the Declaration of Condominium for SUNSHINE TERRACE, A CONDOMINIUM, which is duly recorded in the Public Records of Pinellas County, Florida, at O. R. Book 5688, page 940, and all unit owners having executed this Amendment or joined in the execution of this Amendment, the foregoing Declaration is amended as follows:

1. Article 3.03 is amended to read as follows:

3.03 Phase Development. The Condominium is part of a phase project, pursuant to and in accordance with the Condominium Act of the State of Florida. It is contemplated that there will be a maximum of four (4) phases for a total of fifty-seven (57) units. For information pertaining to the plan of development, refer to Article 42 of this Declaration.

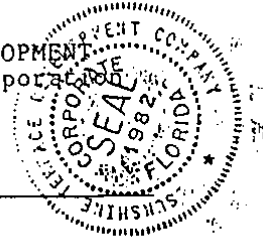
2. Article 42.09 is amended to read as follows:

42.09 In the event Phase IV is added as part and parcel of this condominium, then each unit's percentage ownership in the common elements as to

This Amendment is made by Developer and unit owners whose  
joinders are attached. This Amendment is dated the 26 day  
of July, 1984.

Signed, sealed and delivered  
in the presence of:

SUNSHINE TERRACE DEVELOPMENT  
COMPANY, a Florida corporation



*Claudette O'Keefe*  
*Tom R. Waite*

By: *Tom R. Waite*

Attest: \_\_\_\_\_

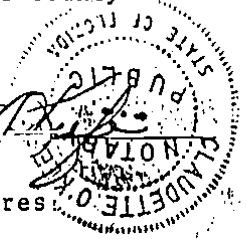
STATE OF FLORIDA

COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 26<sup>th</sup> day of July,  
1984, before me personally appeared Tom R. Waite  
and \_\_\_\_\_ as \_\_\_\_\_ and  
\_\_\_\_\_, respectively, of SUNSHINE TERRACE  
DEVELOPMENT COMPANY, a Florida corporation, to me known to be  
the persons described in and who executed the foregoing Amend-  
ment on behalf of said corporation, and they acknowledged the  
execution thereof to be their free act and deed for the uses and  
purposes therein set forth.

WITNESS my signature and official seal at said County and  
State, on the day and year last aforesaid.

*Claudette O'Keefe*  
Notary Public  
My Commission Expires \_\_\_\_\_



CLAUDETTE O'KEEFE  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES 12-22-84

SUNSHINE TERRACE, A CONDOMINIUM

SCHEDULE

Condominium Units - Area & Percentage Ownership

Phases I, II, III & IV - 57 Units

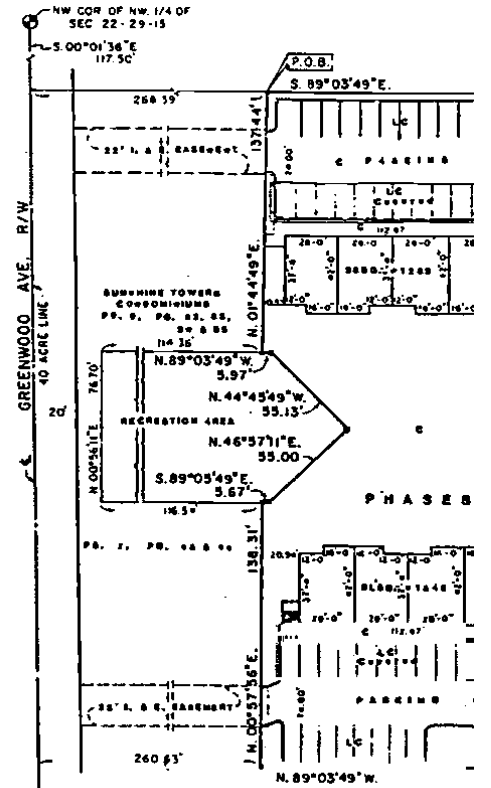
<u>Unit No.</u>	<u>Fraction of Total</u>
All Units	1/57

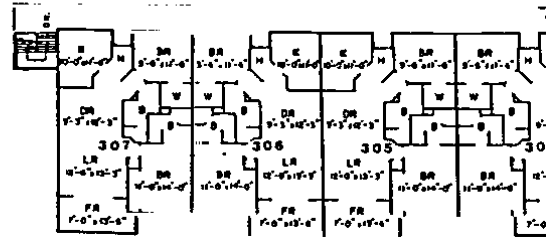
AMENDED EXHIBIT "K" TO THE  
DECLARATION OF CONDOMINIUM FOR  
SUNSHINE TERRACE, A CONDOMINIUM  
LEGAL DESCRIPTION OF PHASE IV



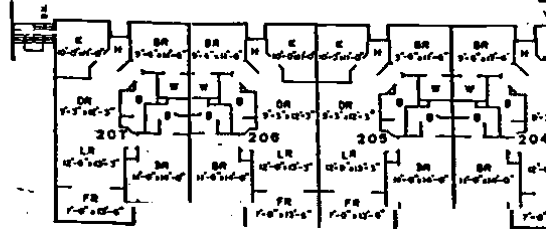
A parcel of land in the NE1/4 of the NW1/4 of S  
described as follows: Begin at the NW corn  
the 40 acre line, also the centerline of Gr  
the northwesterly corner of Sunshine Terrac  
S 89°03'49" E, 188.85'; thence S 00°10'12"  
thence S 89°03'49" E, 406.31'; thence along  
S 89°03'49" E, 1.871'; E 88°57'11" E, 55.00'  
to the P.O.S. Containing 58,784.52 sq. ft.

PHASES 1, 2, 3 & 4

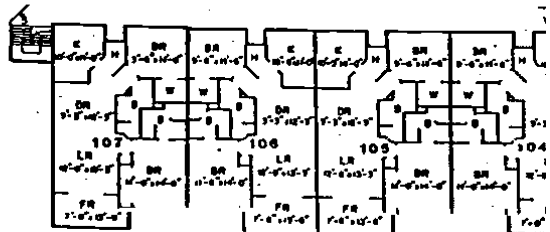




TH  
7



SEC  
7



BUIL  
71

BUIL

AMENDED EXHIBIT "L" TO THE  
DECLARATION OF CONDOMINIUM FOR  
SUNSHINE TERRACE, A CONDOMINIUM

NUMBER AND GENERAL SIZE OF UNITS TO BE  
INCLUDED IN PHASES I, II, III AND IV

UNITS

	<u>Number</u>	<u>General Size</u>
Phase I	12	1,108 Sq. Ft.
Phase II	12	1,108 Sq. Ft.
Phase III	12	1,108 Sq. Ft.
Phase IV	21	1,108 Sq. Ft.

EXHIBIT "D" TO THE  
PROSPECTUS OF

SUNSHINE TERRACE, A CONDOMINIUM.

LEGAL DESCRIPTION OF PHASE II



EXHIBIT "E" TO THE  
PROSPECTUS OF  
SUNSHINE TERRACE, A CONDOMINIUM

LEGAL DESCRIPTION OF PHASE III

**A Condominium  
City of Clearwater, Florida  
Section 22 - Township 29 South - Range 17 East**

**DESCRIPTION**

**PHASES 1, 2 & 3:**

A parcel of land in the NW 1/4 of the NW 1/4 of Section 22, Township 29 South, Range 17 East, Pinellas County, Florida, as follows: Begin at the SW corner of the NW 1/4 of the said Section 22-29-17, the 40 acre line, also the eastline of State Road 1 Avenue S/V, S 00°01'36" E, 117.50'; thence S 89°03'49" E, 146.93'; and S 00°01'36" E, 196.50'; thence S 89°03'49" E, 209.50'; thence S 00°01'36" E, 117.50'; thence S 89°03'49" E, 117.50' to the southerly boundary line of the site; thence along the said line S 89°03'49" E, 171.10'; thence along the westerly side of the site S 00°01'36" E, 117.50'; thence S 89°03'49" E, 117.50'; thence S 00°01'36" E, 117.50' to the P.O.B. Containing 71,457.17 sq. ft. (11,544.86 acrs) MOL.

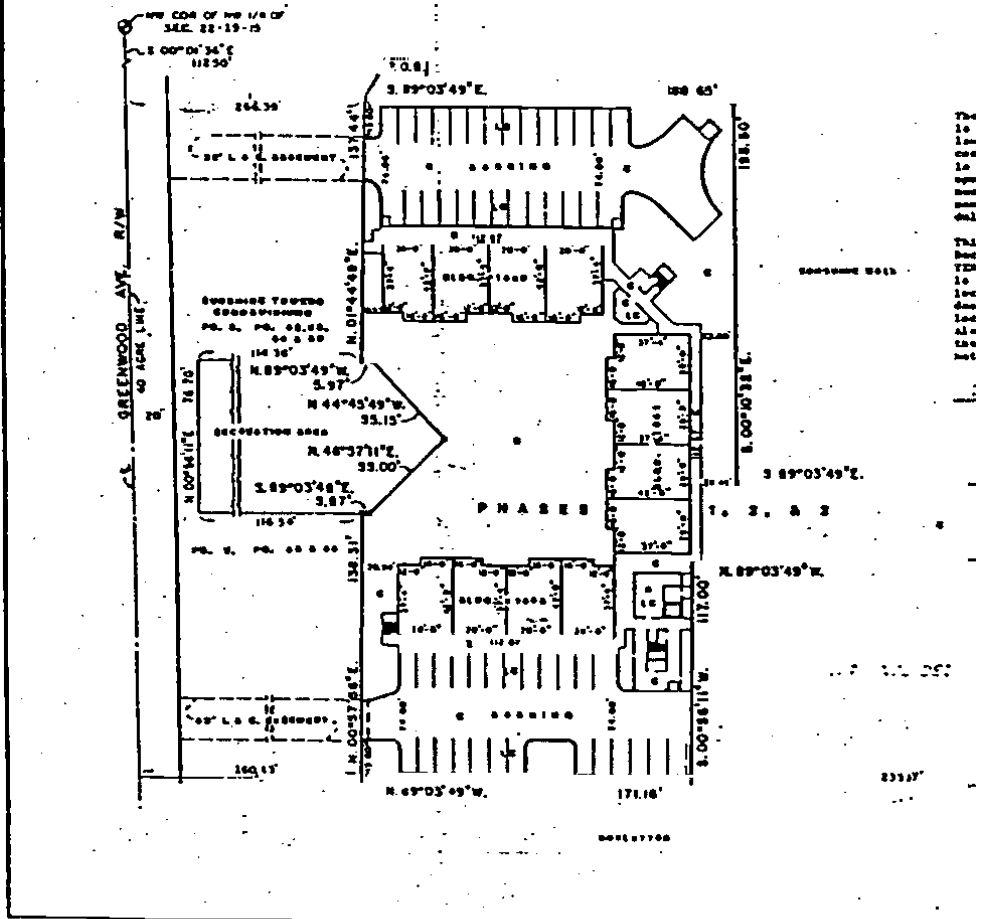




EXHIBIT "F" TO THE  
PROSPECTUS OF  
SUNSHINE TERRACE, A CONDOMINIUM

LEGAL DESCRIPTION OF PHASE IV

# SUNSHINE A

City of  
Section 22 - To

A parcel of land in the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 22, Township 22N, Range 15W, 6th PM, containing 20.00 ac., as follows: Begin at the NW corner of the 40 acre lot, also the centerline of Greenwood Avenue, and follow the centerline of Greenwood Avenue north 00°01'36" E, 117.50' to the P.O.B.; thence S 89°03'49" E, 266.32' to the northwest corner of Sunshine Terrace; thence S 89°03'49" E, 188.65' to the northwest corner of Sunshine Terrace; thence S 00°10'32" E, 100.00' to the P.O.B.; thence N 89°03'49" W, 404.32' to the P.O.B., along to the P.O.B. Containing 98,784.92 sq. ft., 2.25 ac.

PHASES 1, 2, 3, & 4

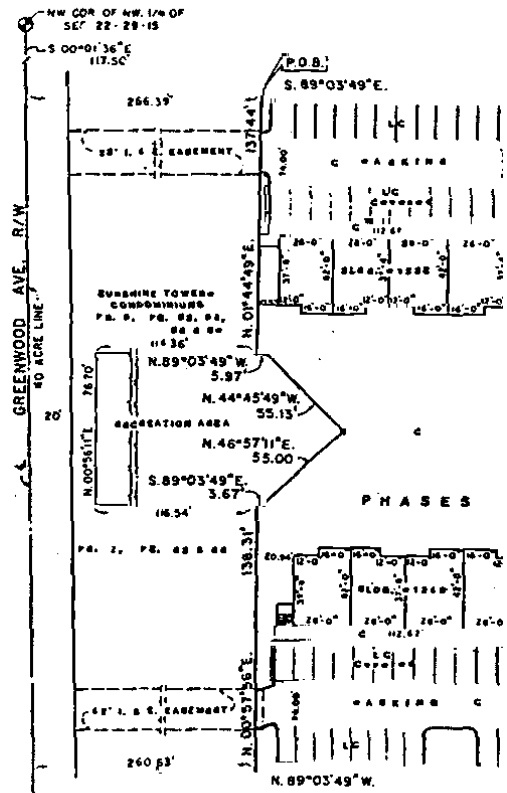


EXHIBIT "J" TO THE  
PROSPECTUS OF  
SUNSHINE TERRACE, A CONDOMINIUM

FORM OF WARRANTY DEED

WARRANTY DEED

THIS DEED, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between  
FORTUNE SAVINGS BANK, as "GRANTOR", and \_\_\_\_\_  
whose post office address is \_\_\_\_\_,  
Apartment No. \_\_\_\_\_,  
as "GRANTEE".

(Whenever used herein, the terms "GRANTOR" and "GRANTEE" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

W I T N E S S E T H:

That the GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to GRANTOR by said GRANTEE, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the GRANTEE the following described real property, and rights and interest in real property located and situated in the County of Pinellas and State of Florida, to wit:

Condominium Unit No. \_\_\_\_\_ of Building No. \_\_\_\_\_ of SUNSHINE TERRACE, A CONDOMINIUM, according to the Declaration of Condominium thereof, recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, of the Public Records of Pinellas County, Florida, together with an undivided share in the common elements appurtenant thereto.

This conveyance is subject to the following:

1. Real estate taxes, drainage district taxes and any other taxes and assessments imposed by other taxing authorities for the year in which this transaction is closed and years subsequent thereto;
2. Conditions, restrictions, reservations, limitations, dedications, existing zoning ordinances and easements of record, including, but not limited to, water, sewer, gas, electric, and other utility agreements of record, or other restrictions upon the use of the property as may be imposed by governmental authorities having jurisdiction;
3. Covenants, conditions, reservations, restrictions, terms and other provisions of the Declaration of Condominium and its Exhibits of SUNSHINE TERRACE, A CONDOMINIUM;
4. Storm Drainage Easement, if any, over, under and across the property;
5. Facts that an accurate survey or personal inspection of the property would disclose;
6. Taxes, pending municipal liens and easements existing and to be created for ingress and egress to the property;
7. Acts done or suffered by the Purchaser;
8. Riparian and littoral rights, if any; and
9. The Condominium Act of the State of Florida, the same being Chapter 718, Florida Statutes.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same fee simple forever.

The GRANTOR hereby fully warrants the title to the said real property, and will defend the same, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in by its proper officer thereunto duly authorized, and its seal affixed, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

FORTUNE SAVINGS BANK

By: \_\_\_\_\_

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day personally appeared before me  
\_\_\_\_\_ of FORTUNE SAVINGS BANK, as  
person who signed the foregoing warranty deed, as such officer on behalf  
of FORTUNE SAVINGS BANK, and he/she acknowledged  
the execution thereof to be his/her free act and deed for the uses and  
purposes therein mentioned, and that the said instrument is the act and  
deed of FORTUNE SAVINGS BANK.

WITNESS my hand and official seal at  
Pinellas County, Florida, this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_

NOTARY PUBLIC

My commission expires:

ACKNOWLEDGMENT AND ACCEPTANCE BY GRANTEE

GRANTEE, by acceptance and execution of this warranty deed, acknowledges that the conveyance is subject in every respect to the Declaration of Condominium, and the exhibits attached thereto, including, but not limited to (whether the same are attached to the Declaration or referred to therein), the Bylaws and Articles of Incorporation of the Association; and GRANTEE further acknowledges reading and examining said Declaration (referred to above in this warranty deed), and said exhibits; and further acknowledges that each and every provision of the foregoing is essential to the successful operation and management of said condominium property in the best interests and for the benefit of all owners therein. GRANTEE and all owners of parcels in the aforescribed Condominium, covenant and agree to abide by each and every provision of the said Declaration of Condominium, and exhibits attached thereto. GRANTEE hereby ratifies, confirms and approves all of the terms and provisions of said Declaration of Condominium, and exhibits attached thereto.

IN WITNESS WHEREOF, GRANTEE has hereunto set his hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
PURCHASER (SEAL)

\_\_\_\_\_  
PURCHASER (SEAL)

STATE OF FLORIDA  
COUNTY OF

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared \_\_\_\_\_, to me known to be \_\_\_\_\_ person(s) described in and who executed the foregoing warranty deed as GRANTEE, and acknowledged before me that he/she executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the county and state last aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

NOTARY PUBLIC

My commission expires:

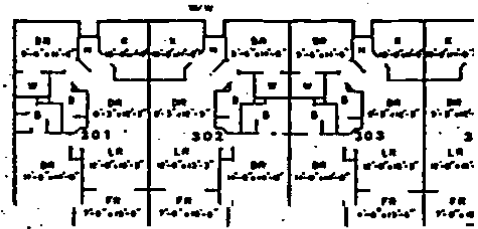
EXHIBIT "K" TO THE  
PROSPECTUS OF  
SUNSHINE TERRACE, A CONDOMINIUM.

TYPICAL FLOOR PLANS.

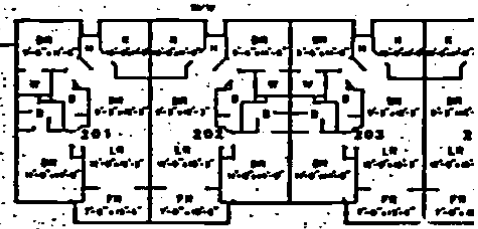
# SUNSHINE

City of

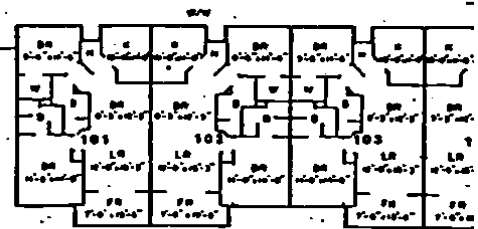
Section 22 - To



THIRD FLOOR  
FL. SL. 00.02



SECOND FLOOR  
FL. SL. 00.01

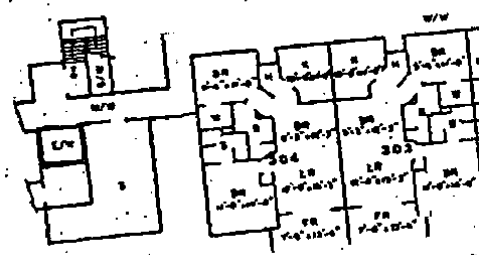


FIRST FLOOR  
FL. SL. 00.00

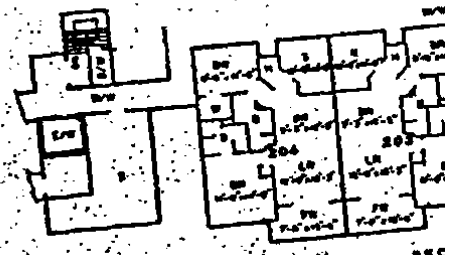


# SUNS

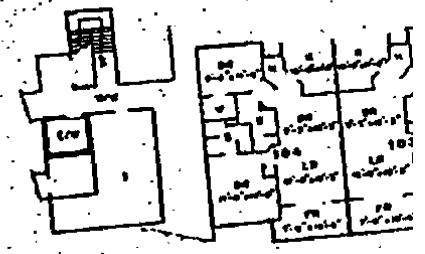
City  
Section 22



THIRD  
FL. 01



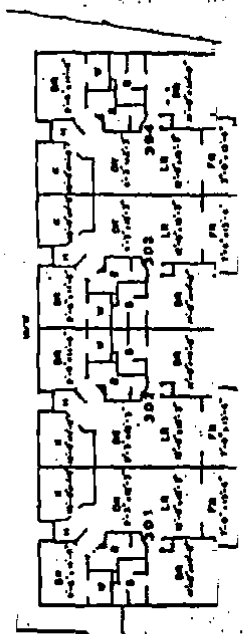
SEC



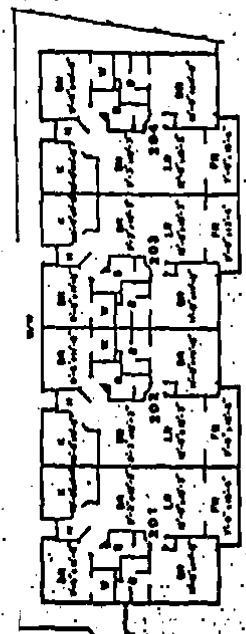
# SUNDLIE LEHMAN A Condominium

City of Clearwater, Florida

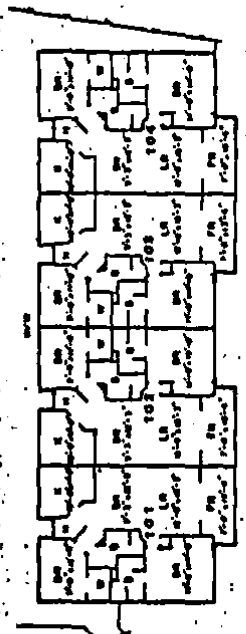
Section 22 - Township 29 South - Range 15 East



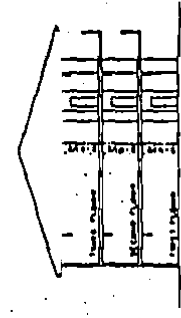
THIRD FLOOR  
P.L. 81. 40.03



SECOND FLOOR  
P.L. 81. 40.03



FIRST FLOOR  
P.L. 81. 40.03



TYPICAL UNIT SECTION

- LEGEND
- BR - Bedroom
  - BA - Bathroom
  - DR - Dining Room
  - K - Kitchen
  - LR - Living Room
  - T - Terrace
  - H - Hallway

BUILDING #1241

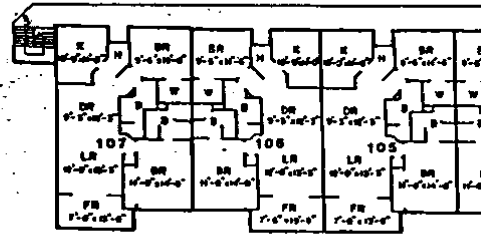
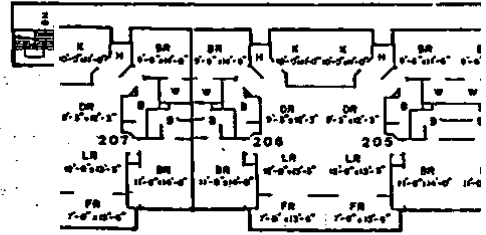
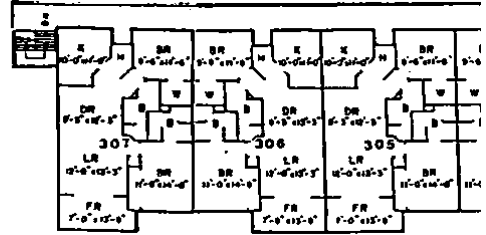


EXHIBIT "L" TO THE  
PROSPECTUS OF  
SUNSHINE TERRACE, A CONDOMINIUM

RESERVATION AGREEMENT

Fortune Savings Bank  
2120 U.S. Hwy 19S.  
Clearwater, FL 33516

RESERVATION AGREEMENT

THIS RESERVATION AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between FORTUNE SAVINGS BANK, hereinafter referred to as "Successor Developer", and \_\_\_\_\_ hereinafter referred to as "Purchaser(s)", whose address, telephone number and social security number(s) is as follows:

Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Social Security No. (s): \_\_\_\_\_

The parties hereto agree as follows:

1. The Successor Developer has constructed a project to be known as SUNSHINE TERRACE, A CONDOMINIUM, consisting of thirty-eight ( 38 ) residential condominium units located in Buildings 1241, 1245 and 1247, on 1241, 1245 and 1247, respectively, South Greenwood Avenue, Clearwater, Florida 33516.
2. The Purchaser(s) has deposited with GOZA AND HALL, P.A., 1230 Myrtle Ave.-Suite 101, Clearwater, Florida 33516-0013, as Escrow Agent, the sum of (\$ \_\_\_\_\_), to reserve Condominium Unit \_\_\_\_\_, of Building \_\_\_\_\_ of SUNSHINE TERRACE, A CONDOMINIUM. The purchase price for said Condominium Unit is (\$ \_\_\_\_\_). The Successor Developer represents that the purchase price represented in or pursuant to this Reservation Agreement shall be the price in the Purchase Agreement.
3. The Successor Developer shall have the obligation to file the condominium document \_\_\_\_\_ of SUNSHINE TERRACE, A CONDOMINIUM with the Department of Business Regulation, Division of Florida Land Sales and Condominiums in compliance with the requirements of Chapter 718, Florida Statutes, and the Rules and Regulations of the Department of Business Regulation, Division of Florida Land Sales and Condominium prior to entering into binding Purchase and Sales Agreements or Lease Agreements for more than five (5) years.
4. The Purchaser(s) shall have the right to receive all condominium documents as required by Chapter 718, Florida Statutes.
5. This Reservation Agreement is cancellable by either the Successor Developer or the Purchaser(s) by written notice, one to the other, as the case may be, and at such time any deposits hereunder shall be immediately returned to the Purchaser(s) and this Agreement shall be canceled and of no force and effect.
6. The deposit made hereunder must be payable to the Escrow Agent and The Escrow Agent must provide a receipt for said deposit to the Purchaser(s). The Purchaser(s) shall have the right to immediate and unqualified refund of the reservation deposit upon written request by said Purchaser(s) to the Escrow Agent or the Successor Developer.
7. No interest shall be paid on such deposits.

SIGNED as of the day and year first above written.

WITNESSES ::

FORTUNE SAVINGS BANK

\_\_\_\_\_

BY: \_\_\_\_\_

As to Successor Developer

"Successor Developer"

\_\_\_\_\_

\_\_\_\_\_

As to Purchaser

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

As to Purchaser

"Purchaser(s) "

AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF  
SUNSHINE TERRACE, A CONDOMINIUM

THIS AMENDMENT to the Declaration of Condominium for SUNSHINE TERRACE, A CONDOMINIUM, is made this 12th day of November, 1986, pursuant to the provisions of Paragraph 25 of the Declaration of Condominium for SUNSHINE TERRACE, A Condominium, which is duly recorded in the Public Records of Pinellas County, Florida, at O. R. Book 5688, Page 940, as amended. The foregoing Declaration of Condominium is hereby amended as follows:

1. The name of the developer and owner of the property for SUNSHINE TERRACE, A Condominium, is hereafter known as FORTUNE SAVINGS BANK.

2. All of the other terms and provisions of the original Declaration of Condominium, as amended, are hereby incorporated herein by reference and made a part hereof.

This Amendment is made by FORTUNE SAVINGS BANK, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

FORTUNE SAVINGS BANK

*Katherine B. Patten*  
*James L. Patten*

By: *Michael L. Gentile*

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 12th day of November, 1986, before me personally appeared Michael L. Gentile, as Vice President, of FORTUNE SAVINGS BANK, to me known to be the person described in and who executed the foregoing Amendment and acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned.

WITNESS my signature and official seal at said County and State, on the day and year last aforesaid.

*Katherine B. Patten*  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires January 17, 1987

DONALD W. PATTEN  
CRZA and HAR, P.A.  
BOX 11223, CLEARWATER, FL 33516-0013