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DECLARATION

OF

WESTWINDS OF TREASURE ISLAND, A CONDOMINIUM

WESTWINDS GROUP, LLC, a Florida limited liability company, ("Developer"), hereby declares:

1. Introduction and Submission

1.1 The Land. The Developer owns the fee title to certain land located in Pinellas County, Florida, as more particularly described in Exhibit "1" annexed hereto (the "Land").

1.2 Submission Statement. The Developer hereby submits the Land described in Exhibit "1" and all improvements erected or to be erected thereon to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof and as it may be hereafter amended. Without limiting any of the foregoing, no property, not located within or upon the Land in Exhibit "1" as aforesaid shall for any purposes be deemed part of the Condominium or be subject to the jurisdiction of the Association, the operation and effect of the Florida Condominium Act or any rules or regulations promulgated pursuant thereto.

1.3 Name. The name by which this Condominium is to be identified is WESTWINDS OF TREASURE ISLAND, A CONDOMINIUM (hereinafter called the "Condominium").

2. Definitions. The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

2.1 "Act" means the Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof and as may be hereafter amended.

2.2 "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association, as amended from time to time.

2.3 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.

2.4 "Association" or "Condominium Association" means WESTWINDS OF TREASURE ISLAND CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, the sole entity responsible for the operation of the Condominium.

2.5 "Association Property" means the property, real and personal, title to which ownership of is vested in the Association for use and benefit of its members.

2.6 "Building" means the structure (s) in which the Units and the Common

THE CONDOMINIUM PLAT PERTAINING TO THIS
CONDOMINIUM IS RECORDED IN PLAT BOOK 143
PAGES 1 THROUGH 3, PUBLIC
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Elements are located, regardless of the number of such structures, which are located on the Condominium Property.

- 2.7 "By-Laws" mean the By-Laws of the Association, as amended from time to time.
- 2.8 "Common Elements" mean and include:
- (a) The portions of the Condominium Property which are not included within the Units.
 - (b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.
 - (c) An easement of support in every portion of a Unit which contributes to the support of the Building.
 - (d) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.
 - (e) Any other parts of the Condominium Property designated as Common Elements in this Declaration.
- 2.9 "Common Expenses" means all expenses and assessments which are properly incurred by the Association for the Condominium.
- 2.10 "Common Surplus" means the excess of all receipts of the Association collected on behalf 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.
- 2.11 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.
- 2.12 "Condominium Property" means the land, improvements and other property described in Section 1.2 hereof, subject to the limitations thereof and exclusions therefrom.
- 2.13 "County" means the County of Pinellas, State of Florida.
- 2.14 "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from time to time.
- 2.15 "Developer" means WESTWINDS GROUP, LLC, a Florida limited liability company, its successors and such of its assigns as to which its rights hereunder are assigned by written instrument recorded in the Public Records of the County. Such assignment may be made on an exclusive or non-exclusive basis and may be an assignment of all or only portions of its rights as Developer hereunder; provided, however, that no such assignment shall make any assignee the "Developer" for purposes hereof unless such assignment is an assignment of all of Developer's rights hereunder and is exclusive, except as to any previously assigned rights.
- 2.16 "Improvements" means all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Building.
- 2.17 "Institutional First Mortgagee" means a bank, savings and loan association,

insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit or Units. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagees of Units to which at least fifty-one percent (51%) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are appurtenant.

- 2.18 "Limited Common Elements" means those Common Elements the use of which is reserved to a certain Unit to the exclusion of other Units, as specified herein. References to Common Elements shall include Limited Common Elements unless the context would prohibit or it is otherwise provided.
- 2.19 "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.
- 2.20 "Unit" means a part of the Condominium Property which is subject to exclusive ownership.
- 2.21 "Unit Owner" or "Owner of a Unit" or "Owner" means a record owner of legal title to a Condominium Parcel.

3. Description of Condominium.

- 3.1 Identification of Units. The development shall consist of the Land with four (4) buildings containing thirty six (36) Units as depicted on the Plat which is Exhibit "2" attached hereto. Each such Unit is identified by a separate numerical or alphanumeric designation. The designation of such Units is set forth on Exhibit "2" attached hereto. Exhibit "2" consists of a survey of the Land, a graphic description of the Improvements located thereon, including, but not limited to, the Buildings in which the Units are located, and a plot plan thereof. Said Exhibit "2", together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration, including, without limitation, the right to transfer such right to other Units or Unit Owners; (c) the exclusive easement for the use of the airspace 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, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration or the Act.
- 3.2 Unit Boundaries. Each unit shall include that part of the Building containing the Unit that lies within the following boundaries:
- (a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:
- (i) Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling.
- (ii) Lower Boundaries. The horizontal plane of the unfinished upper surface of the floor of the Unit.

- (b) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.
 - (c) Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors, bay windows and skylights, such boundaries shall be extended to include the windows, doors and other fixtures located in such apertures, including all frameworks thereof; provided, however, that exterior surfaces made of glass or other transparent material, and the exteriors of doors, shall not be included in the boundaries of the Unit and shall therefore be Common Elements.
 - (d) Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth as Exhibit "2" hereto shall control in determining the boundaries of a Unit, except that the provisions of Section 3.2(c) above shall control unless specifically depicted otherwise on such survey.
- 3.3 Limited Common Elements. Each Unit may have as Limited Common Elements appurtenant thereto, the exclusive right to use such Limited Common Elements subject to the terms hereof.
- (a) Parking Spaces. Each Unit shall be assigned by the Developer, at least one (1) Parking Space located on the Common Elements. The location of the vertical plane of the centerline of the line shown on Exhibit "2" as designated or constructed by the Developer shall be the common boundary between the adjoining Parking Spaces. Parking Spaces shall initially be assigned by the Developer. Unit Owners may not assign nor allow use of a Parking Space to or by any person or entity who is not a Unit Owner.
- 3.4 Easements. The following easements are hereby created (in addition to any easements created under the Act):
- (a) Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units, and the Common Elements.
 - (b) Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television, a master antenna television system, communications and security systems, or other services or drainage facilities or the use of these easements. The Association shall have the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements, or of any portion of a Unit to be maintained by the Association pursuant to the terms hereof, or as necessary to prevent damage to the Common Elements or any Unit.
 - (c) Encroachments. If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the Improvements; (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of the Association or Developer, as appropriate, or (iv) any

repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Improvements shall stand.

- (d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks and other portions of the Common Elements as from time to time may be intended and designated for such purposes and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. None of the easements specified in this subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.
- (e) Construction; Maintenance. The Developer (including its designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, or any Improvements or Units located or to be located thereon, and for repair, replacement and maintenance purposes or where the Developer, in its sole discretion, determines that it is required or desires to do so.
- (f) Sales Activity. For as long as the Developer is offering Units for sale in the ordinary course of business, the Developer, its designees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements for guest accommodations, model apartments and sales, management and construction offices, to show model Units and the Common Elements to prospective purchasers and to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease. The Meeting Room, located on the first living level may be used by the Developer as a sales center until all units have been conveyed to purchasers, and then shall be available to Owners, their guests and invitees for a meeting/leisure room with bathroom facilities. This paragraph shall not be amended without the consent of the Developer.
- (g) Association. The Association shall have an easement of access over, under and through the Condominium Property for the purpose of performing its functions pursuant to the Declaration.
- (h) Additional Easements. The Developer (as long as it is offering Units for sale in the ordinary course of business) and the Association, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints the Developer and the Association as its attorney-in-fact for this purpose), each shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or relocate any such existing easements or drainage facilities, in any portion of the Condominium Property, and to grant access easements or relocate existing access

easements in any portion of the Condominium or Association Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare or 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 reasonable use of the Units for dwelling purposes.

- 3.5 Boat Slips. The Developer plans to obtain a submerged lands lease from the State of Florida for boat slips and dock located on the submerged lands adjoining the Land. Accordingly, there will be a sovereignty submerged lands lease associated with this Condominium. All of the boat slips and the wooden docks or piers between the same (collectively, the "Boat Slip Facility") are located on sovereignty submerged lands to be leased from the State of Florida. Typically, submerged land leases are granted by the State of Florida for an initial term of five (5) years, and may be renewed thereafter subject to compliance with the provisions of the submerged lands lease and applicable law.

Provided that the Developer is granted the submerged lands lease by the State of Florida, the Developer may sublease, for additional consideration paid by a Unit Owner, the exclusive right to use a boat slip. The exclusive right to use the boat slips shall be subleased in accordance with the provisions of the submerged lands lease. The boat slip subleases shall prohibit sub-subleases, rental and use by persons who are not the owners of the boat slips. Boat dockage locations may be designated for temporary use by guests of Association Unit Owners ("Daydocks").

Expenses for maintenance, utilities, replacement and repair, and responsibilities for all of the docks and boat slips, shall be borne equally by each Unit Owner who has been assigned a dock and boat slip. Unit Owners who have been assigned the exclusive right of use of a dock or boat slip shall pay a maintenance and reserve fee to the Developer, its successors or assigns, in an amount determined from time to time by the Developer, its successors or assigns. Such fee shall include a pro rata portion of the Sovereign Submerged Land Lease fees and charges. Exclusive use of an individual dock and boat slip may be transferred separate from transfer of ownership of a condominium unit, but only to a Unit Owner. Determination of the amount of the charges, collection and enforcement of said charges shall be handled by the Association in the same manner as a common expense among the Unit Owners having the exclusive right to use the boat slips, in accordance with Sections 10, 11 and 12 of the Declaration. Notwithstanding the foregoing, electricity to the boat slips may be separately metered and each Unit Owner with the exclusive right to use a boat slip to which electricity is provided shall be individually responsible for payment of the cost of the electricity to that slip. In addition, Unit Owners with exclusive right to use the boat slips shall carry, at their own expense, such hazard insurance as they may elect. The Association shall carry, as a common expense of all Unit Owners, liability insurance for the Boat Slip Facility and shall maintain, as a common expense, the sea wall abutting the submerged lands. Use of the boat slips shall be subject to rules which may be adopted from time to time by the Developer, its successors or assigns, and the Association. If any part of the Boat Slip Facility is damaged by casualty, the Unit Owners or Association having the exclusive right to use the boats slips shall reconstruct or repair the portion of the Boat Slip Facility so damaged.

The Association shall be bound by all subleases of boat slips into by the Developer. The Developer, its successors and assigns shall take all actions

reasonably required to maintain the submerged lands lease and subleases in effect in perpetuity. Each Unit Owner that is granted a sublease is granted an easement over the upland parcel comprising the Condominium which conveys to such easement holder riparian rights in the upland parcel sufficient to construct and utilize the boat slip and appurtenant facilities assigned to such Unit Owner.

Neither the sovereignty submerged land, or the leasehold interest therein, nor the facilities constructed thereon will be submitted to condominium ownership.

4. Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.
5. Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights.
 - 5.1 Percentage Ownership and Shares. Upon recordation of this Declaration, each Unit shall have an undivided share in the ownership of the Common Elements and Common Surplus in the percentages set forth on Exhibit 3 attached hereto and made a part hereof. The percentages were established by dividing the total approximate square footage of all Units into the approximate square footage of each Unit. This calculation was undertaken to establish a fair and equitable method of assessments for each Unit. Every purchaser agrees to be bound by said calculations, and hereby irrevocably waives the right to assert that such calculations were unfair or in error.
 - 5.2 Voting. Each Unit Owner shall be a member of the Association. Each Unit shall be entitled to one (1) vote to be cast by its Owner in accordance with the provisions of the By-Laws and Articles of the Association. Any two (2) Units which have been combined into one (1) combined Unit shall be deemed to be two (2) Units (as if they had not been so combined) and shall therefore be entitled to two (2) votes to be cast by its Owner. In such event, the provisions of 718.110, Florida Statutes, shall first be met.
6. Amendments. Except as elsewhere provided herein, amendments may be effected as follows:
 - 6.1 By The Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered. An amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Except as elsewhere provided, approvals of proposed amendments must be by affirmative vote of Unit Owners owning in excess of two-thirds (2/3) of the Units.
 - 6.2 By The Developer or The Association for Omissions and Errors. Pursuant to Section 718.110 (9) and 718.110 (2) Florida Statutes, the Developer without a vote of Unit owners, or the Association upon a vote of a majority of the voting interests, may amend the Declaration, the Articles or the By-Laws of the Association to correct an omission or error, or effect any other amendment, except that this procedure for amendment cannot be used if such an amendment would materially and adversely affect substantial property rights of

Unit Owners, unless the affected Unit Owners consent thereto.

- 6.3 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. Amendments by the Developer must be evidenced by a similar certificate executed by the Developer alone. An amendment to the Declaration is effective when the amendment is properly recorded in the public records of the County.
- 6.4 Proviso. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus, unless all Owner(s) shall join in the execution of the amendment. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees in each instance; nor shall an amendment make any change in the sections hereof entitled "Insurance", "Reconstruction or Repair after Casualty", or "Condemnation" unless the Primary Institutional First Mortgagee shall join in the amendment. The provisions of this paragraph of Section 6.4 may not be amended in any manner. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See Provision . . . for the present text." Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

7. Maintenance and Repairs

- 7.1 Units and Limited Common Elements. All maintenance, repairs and replacements of, in or to any Unit and Limited Common Elements appurtenant thereto, whether structural or nonstructural, ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of screens, screen enclosures, windows, the interior side of the entrance door and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment, fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces and the entire interior of the Unit lying within the boundaries of the Unit or other property belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as to the maintenance of the Parking Spaces although Limited Common Elements, shall be maintained by the Association.
- 7.2 Common Elements. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in

which case such cost and expense shall be paid solely by such Unit Owners.

8. Additions, Alterations or Improvements by the Association

Whenever in the judgment of the Board of Directors, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of \$10,000 in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the Units represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate \$10,000 or less in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall be as a "Capital Improvement Assessment" of the Unit Owners as provided in Section 12.2 hereof. For purposes of this section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is made beyond that year.

9. Additions, Alterations or Improvements by Unit Owner/Developer

9.1 Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, his Unit or any Limited Common Element without the prior written consent of the Board of Directors, provided that the Board of Directors shall not withhold its consent to the installation of hurricane shutters, window film or laminated glass, as long as same have a character, location and other attributes approved by the Board. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owner's Unit or Limited Common Elements within forty-five (45) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The proposed 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, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after the date of installation or construction thereof as may be required by the Association. Notwithstanding the foregoing, in order to allow the Association to obtain the operating history and experience necessary to provide for uniformity in the nature of Unit Owner improvements and to protect the aesthetic appeal of the Condominium, no such requests for additions, alterations or improvements may be presented to the Board for its consideration until such time as the Unit Owners, other than the Developer, have elected a majority of the Board of Directors.

9.2 Expansion of Common Elements by Developer. Although the Developer has no present intention of doing so, it reserves the right at any time to expand or add to any of the above described Common Elements and recreational facilities and to include such other facilities as the Developer deems appropriate. The consent of the Unit Owners or the Association shall not be required for any such construction or exclusion. No party is obligated, however, to so expand the facilities or provide additional facilities.

10. Operation of the Condominium by the Association; Powers and Duties.

10.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Articles of the Association and By-Laws (Exhibits "4" and "5" annexed hereto), as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

- (a) The irrevocable right to have access to each Unit and its Limited Common Elements from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein or performing extermination services, or at any time and by force, if necessary, 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 other charges against Unit Owners and to lease, 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 upon prior request.
- (d) The power to contract for the management and maintenance of the Condominium Property and to authorize a duly licensed management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the Condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, if any, provided that such actions are approved by a majority of the entire membership of the Board of Directors and of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing.
- (f) The power to charge a fee for the exclusive use of any Common Elements by an Owner having a right to such use.
- (g) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Condominium Property.
- (h) The limited power to convey a portion of the Common Elements pursuant to 718.112(2)(m), Florida Statutes.
- (i) All of the powers which a corporation not for profit in the State of Florida may exercise.

In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration or the exhibits attached hereto, this Declaration shall take precedence over the Articles, By-Laws and applicable rules and regulations; the Articles shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over

applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate authority over the Condominium, consistent with the Act.

- 10.2 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.
- 10.3 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.
- 10.4 Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.
- 10.5 Association Maintenance Recommendations. It is recommended that the Association, in carrying out its responsibilities under this Article 10.5, comply with the following minimum standards, requirements and guidelines:

The Board shall cause all Utilities and Utility systems forming a part of the Common Elements to be maintained properly and in good condition, and effect repairs thereto as needed. It is recommended that the Board cause all water and/or sewer infrastructure to be inspected annually by a licensed and qualified contractor or engineer, with expertise in the construction and maintenance of such water/sewer infrastructure.

All landscaping should be maintained in accordance with the following minimum maintenance standards:

- (a) Lawn and ground cover should be kept mowed and/or trimmed regularly;
- (b) Planting should be kept in a healthy and growing condition;
- (c) Fertilization, cultivation, spraying and tree pruning should be performed as part of the regular landscaping program;
- (d) Stakes, guides, and ties on trees should be checked regularly to insure the correct function of each; ties shall be adjusted to avoid creating abrasions or girdling of the trunk or stem;
- (e) Damage to planting should be ameliorated within thirty (30) days of occurrence; and
- (f) Irrigation systems should be kept in sound working condition; adjustments, replacement or malfunctioning parts and cleaning of systems should be an integral part of the regular landscaping program.

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

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

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

It is recommended that the Board carry out such other periodic inspections and obtain such other expert reports, as may be prudent and appropriate. In each instance in which a contractor, engineer, architect or other professional with the expertise in a specific area is engaged to conduct an investigation or inspection, such expert shall promptly provide a written report thereof to the Board. The written report shall identify all items of maintenance or repair which either requires current action by the Association, or which will need further review, inspection or analysis. The Board shall, in each case, cause any and all necessary or prudent repairs to be promptly undertaken and completed, to prevent avoidable deterioration or property damage.

This Section 10.5 is intended only to provide specific minimum maintenance and inspection recommendations in particular areas, and shall in no way limit the Association's general responsibility with respect to maintenance designed to prevent avoidable deterioration or property damage.

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

12. Collection of Assessments

- 12.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments coming due while he is the Unit Owner. In the case of a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against his share of the Common Expenses up to the time of the

conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

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

- (a) "Special Assessments" shall mean or refer to a charge against each Owner and his Unit, representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements.
- (b) "Capital Improvement Assessments" shall mean and refer to a charge against each Owner and his Unit, representing a portion of the costs incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from repairs and maintenance) of any capital improvements located or to be located within the Common Elements.
- (c) Special Assessments and Capital Improvement Assessments may be levied by the Board of Directors and shall be payable in lump sums or installments, in the discretion of the Board; provided that, if such Special and Capital Improvement Assessments, in the aggregate in any year, exceed \$10,000.00, or cause the total Assessments levied to exceed 115% of Assessments for the proceeding calendar year, the Board must obtain approval of a majority of the Units represented at a meeting at which a quorum is attained.

12.3 Default in Payment of Assessments. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid together with a late fee not to exceed the greater of \$25.00 or 5% of each installment due. The Association has a lien on such Unit, with interest and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien is effective as of the date of the recording of this Declaration and shall be evidenced by the recording of a claim of lien in the Public Records of the County, stating the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association, the amount due and the due dates. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. The claim of lien shall secure (whether or not stated therein) all unpaid assessments, interest thereon, and costs and attorneys fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage on real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. Upon the filing of a Claim of Lien, the Association may declare the Assessment installments due for the balance of the budget year to be accelerated and immediately due and payable.

- 12.4 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgement of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.
- 12.5 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit and the Association is entitled to the appointment of a receiver to collect the rent.
- 12.6 Institutional First Mortgagee. In the event an Institutional First Mortgagee shall obtain title to a Unit as a result of foreclosure of its mortgage, or as a result of a deed given in lieu of foreclosure or in satisfaction of debt, such Institutional First Mortgagee, its successors and assigns, shall be liable for the share of Common Expenses or Assessments or other charges imposed by the Association pertaining to such Unit for a period not exceeding six (6) months, but in no event does the first mortgagee's liability exceed one percent (1%) of the original mortgage debt, pursuant to the provisions of 718.116(1)(b). Any unpaid share of Common Expenses or Assessments or other charges shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquirer, and such acquirer's successors and assigns.
- 12.7 Certificate of Unpaid Assessments. Within fifteen (15) days after request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating all assessments and other moneys owed to the Association by the Unit Owner with respect to his Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.
- 12.8 Installments. Regular Assessments shall be collected monthly or quarterly, in advance, as determined from time to time by the Board of Directors. Initially, Assessments will be collected monthly.
- 12.9 Developer. The Developer is excused from the payment of the share of the common expenses and assessments related to those units owned by Developer subsequent to the recording of this Declaration. This period shall terminate no later than the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs. However, the Developer must pay those common expenses incurred during that period which exceed the amount assessed against other Unit owners. Notwithstanding the limitation, if a developer-controlled association has maintained all insurance coverages required by s.718.111 (11)(a), the common expenses incurred during the foregoing period resulting from a natural disaster or an act of God, which are not covered by insurance proceeds from the insurance maintained by the association, may be assessed against all unit owners owning units on the date of such natural disaster or act of God, and their successors and assigns, including the developer with respect to units

owned by the developer. In the event of such an assessment, all units shall be assessed in accordance with their ownership interest in the common elements as required by s. 718.115 (2).

13. Insurance. Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:

13.1 Purchase, Custody and Payment

- (a) Purchase. All insurance policies described herein covering portions of the Condominium Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.
- (b) Approval. Each insurance policy, and the agency and company issuing the policy shall be subject to the approval of the Primary Institutional First Mortgagee in the first instance, if requested thereby.
- (c) Named Insured. The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.
- (d) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding term that is being renewed or replaced, as appropriate.
- (e) Personal Property and Liability. Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property, and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith.

13.2 Coverage. The Association shall maintain insurance covering the following:

- (a) Casualty. The Building (including all fixtures, installations or additions comprising that part of the Building within the boundaries of the Units and required by the act to be insured under the Association's policy(ies), but excluding all furniture, furnishings, floor coverings, wall coverings and ceiling coverings or other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners) and all Improvements located on the Common Elements from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Elements or owned by the Association (collectively the "Insured Property"), shall be insured in an amount not less than 100% of the full insurable replacement value thereof, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured

Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

- (b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than \$1,000,000.00 per occurrence, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.
- (c) Worker's Compensation and other mandatory insurance, when applicable.
- (d) Flood Insurance. If required by the Primary Institutional First Mortgagee or FNMA/FHLMC or if the Association so elects.
- (e) Fidelity Insurance. Covering all persons who control or disburse Association funds. Such insurance to be in an amount which will cover the maximum funds that will be in the custody of the association or management company at one time.
- (f) Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.
- (g) Such Other Insurance. As the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, one or more Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

- 13.3 Additional Provisions. All policies of insurance shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to all of the named insureds, including all mortgagees of Units.
- 13.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the costs of fidelity bonding for any management company employee may be paid by such company pursuant to its contract with the Association. Premiums may be financed in such manner as the Board of Directors deems appropriate.
- 13.5 Distribution of Proceeds. Proceeds of insurance policies shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:
 - (a) Reconstruction or Repair. If the damaged property for which the

proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.

- (b) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.

13.6 Association as Agent. The Association is hereby irrevocably appointed as agent and as attorney-in-fact 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.

13.7 Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association. The foregoing shall also apply to the storage lockers which are Limited Common Elements.

13.8 Benefit of Mortgagees. Certain provisions in this Section 13 entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees.

13.9 Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.

14. Reconstruction or Repair After Fire or Other Casualty.

14.1 Determination to Reconstruct or Repair. Subject to the immediately following paragraph, in the event of damage to or destruction of the Insured Property as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property and shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

If 75% or more of the Insured Property is substantially damaged or destroyed and if Unit Owners owning 80% of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and a majority of Institutional First Mortgagees approve such resolution, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by the Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as

determined in the sole discretion of the Association; provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of his share of such fund all mortgages and liens on his Unit in order of priority of such mortgages and liens.

- 14.2 Plans and Specifications. Any reconstruction or repairs must be made substantially in accordance with the plans and specifications for the original Improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association and then applicable building and other codes, and if the damaged property which is to be altered is the Building, by the Owners of not less than 80% of the applicable interests in the Common Elements, as well as the Owners of all Units the plans for which are to be altered.
 - 14.3 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected 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 of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements.
 - 14.4 Benefit of Mortgagees. Certain provisions in this Section 14 are for the benefit of mortgagees of Units and may be enforced by any of them.
15. Condemnation.
- 15.1 Deposit of Awards. The taking of portions of the Condominium Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association.
 - 15.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.
 - 15.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessment shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds after a casualty, or as elsewhere herein specifically provided.
 - 15.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of the Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

- (a) Restoration of Unit. The Unit shall be made habitable.
- (b) Distribution of Surplus. The balance of the award in respect of the Unit, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees.

15.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of the Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

- (a) Payment of Award. The awards shall be paid first to the applicable Institutional First Mortgagees in amount sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.
- (b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.
- (c) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This shall be effected by dividing the total approximate square footage of all remaining Units into the approximate square footage of each remaining Unit.
- (d) Assessments. If the balance of the award (after payments to the Unit Owner and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.
- (e) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within 30 days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two

appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of taking.

- 15.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.
- 15.7 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of, a majority of all Directors of the Association.
16. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:
- 16.1 Occupancy. Each Unit shall be used as a single family residence only, except as otherwise herein expressly provided. In no event shall occupancy of a Unit (except for temporary occupancy by visiting guests) exceed the greater of six (6) persons in the entire Unit or two (2) persons per bedroom. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this subsection 16.1 shall not be applicable to Units used by the Developer for model apartments, guest accommodations, sales or other offices or management services.
- 16.2 Children. Children shall be permitted to reside in Units but shall be subject to age restrictions imposed as to recreation facilities, as provided in the rules and regulations of the Condominium Association.
- 16.3 Pets. Each Unit may house one (1) household pets in the Unit, to be limited to dogs or cats weighing not more than twenty (20) pounds at maturity (or other household pet defined as such and specifically permitted by the Association), provided it is not kept, bred or maintained for any commercial purpose, does not become a nuisance or annoyance to neighbors and is first registered with the Association. No reptiles or wildlife shall be kept in or on the Condominium Property (including Units). Unit Owners must pick-up all solid wastes of their pets and dispose of such wastes appropriately. All pets, including cats, must be kept on a leash no more than six (6) feet in length at all times when outside the Unit and shall be walked only within areas, if any, designated for such purposes by the Association. Violation of the provisions of this paragraph

shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners and/or to require any pet to be permanently removed from the Condominium Property. This Section 16.3 shall not prohibit the keeping of fish or caged household-type bird(s) in a Unit, provided that a bird(s) does not become a nuisance or annoyance to neighbors.

Notwithstanding the foregoing, the first purchaser from the Developer shall be allowed to house one (1) dog or cat with a weight in excess of twenty (20) pounds provided such dog or cat is owned at the time of taking title to his/her Unit and provided further that upon the death or loss of such dog or cat, it shall not be replaced by an animal with a weight in excess of the amount stated in the first sentence of this Section 16.3.

- 16.4 Alterations. Without limiting the generality of Section 9.1 hereof, but subject to the proviso contained therein as to hurricane shutters, no Unit Owner shall cause or allow improvements or changes to any Unit, or Common Elements, including, but not limited to, painting or other decorating of any nature, installing any electrical wiring, television antenna, machinery, or air-conditioning units or in any manner changing the appearance of any portion of the Building, without obtaining the prior written consent of the Association (in the manner specified in section 9.1 hereof).
- 16.5 Use of Common Elements. The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.
- 16.6 Nuisances. No nuisances shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants. No activity specifically permitted by this Declaration shall be deemed a nuisance.
- 16.7 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section 16.7. No activity specifically permitted by this Declaration shall be deemed a violation of this Section.
- 16.8 Exterior Improvements; Landscaping. Without limiting the generality of sections 9.1 or 16.4 hereof, but subject to any provision of this Declaration specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, terraces or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, window tinting, furniture, fixtures and equipment), without the prior written consent of the Association.
- 16.9 Handicapped Parking; Commercial/Recreational Vehicles and Trailers. Parking spaces designated as "handicapped parking" are reserved for the exclusive use of the handicapped residents and guests. Except as permitted below, no trucks over three (3) tons, other commercial vehicles, campers, mobile homes, recreational vehicles or boat or other trailers shall be kept on the Condominium Property, in exterior parking areas or under building

parking. For purposes of the foregoing, "commercial vehicles" shall mean those not designed or used for customary personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether same is a commercial vehicle. The foregoing shall not prohibit, however (i) the parking of otherwise prohibited vehicles on the Condominium Property in the course of providing services to the Condominium Property, the occupants thereof or the Association or (ii) vans with windows which contain seating for at least four (4) persons, provided that such vans and trucks shall not bear commercial-type lettering or graphics. All vehicles kept on the Condominium Property shall be operational and in good condition. In the event of doubt or dispute as to whether a vehicle is prohibited by this Section, the good-faith determination of the Board of Directors shall be binding and conclusive.

- 16.10 Window Treatments. Only cloth, wood or metal window treatments shall be allowed in the windows. No foil or similar materials shall be placed on the windows.
 - 16.11 Outdoor Grilling. Charcoal and gas grills are prohibited on walks and in Units.
 - 16.12 Relief by Association. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 16 for good cause shown.
 - 16.13 Changes in Permitted Uses. No amendments to this Section 16, any other provision of this Declaration governing the use of Units, the Common Elements, the Easement Areas or to any Rules and Regulations of the Association shall operate to prohibit the parking of a vehicle or leasing or occupancy of a Unit where such vehicle, parking, leasing or occupancy was (i) permitted prior to the effectiveness of the amendment, (ii) being conducted in reliance on such permissibility and (iii) is continuing with the same vehicle, lessee or occupant as existed prior to the effectiveness of the amendment. Likewise, no improvement made to or about any Unit (e.g., the installation of hurricane shutters) which was permitted at the time of its making shall be required to be removed by virtue of a change in the permissibility of such types of improvements.
17. Selling, Leasing and Mortgaging of Units. Units may be made subject to mortgages without restrictions, but sales and leases thereof shall be subject to the provisions of this Section 17.
- 17.1 Sales. No conveyance of a Unit, by parties other than the Developer or Institutional Mortgagees, shall be valid unless a certificate executed and acknowledged by an officer of the Association, stating that all Assessments levied against such Unit have been paid in full, is recorded together with the instrument of conveyance. The Board of Directors shall furnish such certificate upon receipt from the Unit Owner of a request form (which will be prepared by the Association) setting forth the proposed purchaser's name, notice address and date of closing.
 - 17.2 Leases. No portion of a Unit other than an entire Unit, may be rented. All leases shall be in writing, and shall provide (or be automatically deemed to provide, absent an express statement) that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws, applicable rules and regulations and Exhibits thereto or other applicable provisions of any agreement, document or instrument governing the Condominium. The Lessor shall provide Lessee with copies of all

Condominium documents and the Lessee shall deliver to the Association, a copy of the Lease and signed statement that he has the Condominium documents. No lease shall be valid for a term of less than thirty (30) days. Regardless of whether or not expressed in the applicable lease, the Unit Owner shall be jointly and severally liable to the Association for the acts and omissions of his tenant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. This Section shall also apply to subleases and assignments and renewals of leases, but the Developer shall be exempt from this Section.

- 17.3 No Severance of Ownership. No part of the Common Elements may be sold, conveyed or otherwise disposed of except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements.
- 17.4 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer his Unit by gift, to devise his Unit by will, or to have his unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section 17.
18. Compliance and Default. Each Unit Owner and every occupant of a Unit and the Association shall be governed by and shall comply with the terms of this Declaration and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:
- 18.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association.
- 18.2 Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property, in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines or to sue in a court of law for damages.
- 18.3 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same 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 (including appellate attorneys' fees).
- 18.4 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.
19. Termination of Condominium. The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this

Declaration, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a vote of Owners owning at least 80% of the Units and by the Primary Institutional First Mortgagee. The Board shall notify the Division of its intent to terminate the Condominium prior to taking any action to terminate the Condominium. Upon recording of the termination document, the Association shall notify the Division within 30 business days. In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee or lienor as if owned in common in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective interests in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens on his Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination, said certificate shall be recorded among the public records of the County, and the Association shall provide the Division with a copy of the recorded termination certified by the Clerk.

20. Additional Rights of Mortgagees and Others.

- 20.1 Institutional First Mortgagees shall have the right, upon written request to the Association, to: (i) examine the Condominium documents and the Association's books and records, (ii) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (iii) receive notices of and attend Association meetings, (iv) receive notice of an alleged default in any obligations hereunder by any Unit Owner, on whose Unit such Mortgagee holds a mortgage, which is not cured within thirty (30) days of notice of default to the Unit Owner, and (v) receive notice of any substantial damage or loss to any portion of the Condominium Property.
- 20.2 Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Condominium Property or the affected mortgaged Unit, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, (iv) any proposed termination of the Condominium, and (v) any proposed action which requires the consent of a specified number of mortgage holders.
- 20.3 The approval of a majority of Institutional First Mortgagees shall be required to effect an amendment to the Declaration which materially alters, or effects the rights or interests of the mortgagees.

21. Disclaimer of Warranties. **DEVELOPER HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AS TO THE DESIGN, CONSTRUCTION, FURNISHING AND EQUIPPING OF THE CONDOMINIUM PROPERTY, EXCEPT ONLY THOSE SET FORTH IN SECTION 718.203 OF THE ACT, EFFECTIVE 2004.**

22. Stormwater Management

- 22.1 It shall be the responsibility of the Association to operate and maintain surface water management system, if any, as shown on the plot plan attached hereto as Exhibit 2, in accordance with the requirements of the Southwest Florida Water Management District. The Surface water management system is part of the Common Elements.
- 22.2 The Board of Directors is empowered to levy special assessments for the operation and maintenance of surface water management system pursuant to

the provisions of Section 12.2 hereof.

- 22.3 Any amendment to this Declaration which would affect Surface Water Management System must have the prior written approval of the Southwest Florida Water Management District.

23. Additional Provisions

- 23.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws or the Association shall be sent by certified mail (return receipt requested) to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed, postage prepaid, except notices of a change of address, which shall be deemed to have been given when received, or 5 business days after proper mailing, whichever shall first occur.
- 23.2 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel to the Association, or the legal counsel having drafted this Declaration, that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.
- 23.3 Mortgagees. Anything herein to the contrary notwithstanding the Association shall not be responsible to any mortgagee or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.
- 23.4 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.
- 23.5 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.
- 23.6 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute of litigation shall be governed by the laws of the State of Florida.
- 23.7 Severability. 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 applicable 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

which shall remain in full force and effect.

- 23.8 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.
- 23.9 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations, are fair and reasonable in all material respects.
- 23.10 Execution of Documents; Attorney-in-Fact. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the Condominium Property as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby the Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This Power of Attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of the Developer.
- 23.11 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.
- 23.12 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular documents or any provision thereof.
24. Southwest Florida Water Management District Requirements. If there are surface water management systems facilities regulated by the Southwest Florida Water Management District, the following shall apply:
- a) No construction activities may be conducted relative to any portion of surface water management system facilities. Prohibited activities include but are not limited to: digging or excavation; depositing fill debris or any other material or item; constructing or altering any water control structure; or any other construction to modify surface water management system facilities. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the District. "Surface Water Management Facilities" shall mean surface water management system facilities including but not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas.
 - b) Surface Water Management System Facilities are located on land that is designated common property of the plat, are located on land that is owned by the Association or are located on land that is subject to an easement in favor of the Association and its successors.
 - c) The Association is responsible for the operation and maintenance of Surface Water Management System Facilities. Operation and maintenance and re-inspection reporting

shall be performed in accordance with the terms and conditions of the Environmental Resource Permit issued in conjunction with the development of the project.

- d) Any amendment of this Declaration affecting Surface Water Management System Facilities or the operation and maintenance of Surface Water Management System Facilities shall have the prior written approval of the Southwest Florida Water Management District.
- e) If the Association ceases to exist, all of the Unit Owners shall be jointly and severally responsible for the operation and maintenance of Surface Water Management System Facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility as explained in subsection 2.6.2.2.4.h of the Rules of the Southwest Florida Water Management District.
- f) All the lot owners, parcel owners or Unit Owners must be members of the Association.
- g) The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with Surface Water Management System Facilities.
- h) The foregoing restrictions regarding Surface Water Management System shall be in effect for at least 25 years with automatic renewal periods thereafter.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 13 day May, 2006.

Signed in the presence of:

WESTWINDS GROUP, LLC,
a Florida limited liability company

By: Arnold Bates
Manager

Kim Padgett
Witness #1

Kim Padgett
Print Name #1

Carrie M. Sueden
Witness #2

CARRIE M. SUEDEN
Print Name #2

STATE OF FL
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me this 13 day of May, 2006, by ARNOLD BATES as Manager of WESTWINDS GROUP, LLC, a Florida limited liability company, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

Alma J. Taylor
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES AUG. 3, 2008



(Seal)

JOINER AND CONSENT OF MORTGAGEE

REGIONS BANK, the owner and holder of a mortgage and other loan documents encumbering the property described on Exhibit "1" hereby joins in and consents, as required by Section 718.104(3), Florida Statutes, to the recording of the Declaration of **WESTWINDS OF TREASURE ISLAND, A CONDOMINIUM**.

Signed, Sealed and Delivered
in the presence of:

REGIONS BANK

Michelle Burch

By: [Signature]

Witness #1

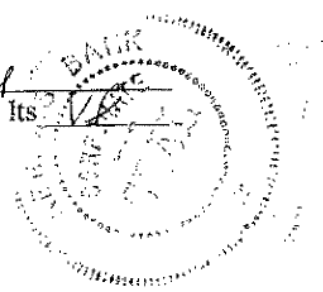
Michelle Burch

Print Name #1

Witness #2

Mark T. Smith

Print Name #2



STATE OF Georgia

COUNTY OF Cherokee

The foregoing instrument was acknowledged before me this 23rd day of May, 2006, by John A Moore as Vice President of Regions Bank. He is personally known to me or has produced _____ as identification.

Leslie A. Fay

Notary Public

My Commission Expires:

[SEAL]

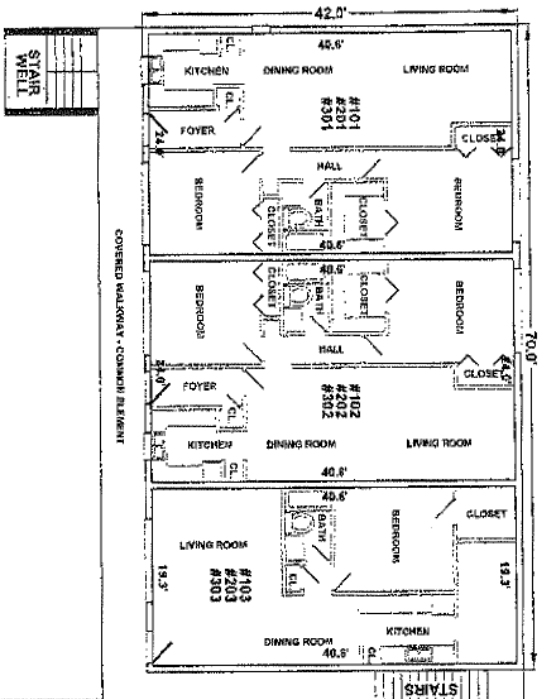


EXHIBIT "1"

Lots 18, 19, 20 and 21, Block 2, SAWYER & HARRELL'S ADDITION TO BOCA CIEGA PASS SUBDIVISION, LESS the West 25.00 feet for right-of-way of Gulf Boulevard, according to Plat Book 3, Page 41, Public Records of Pinellas County, Florida.

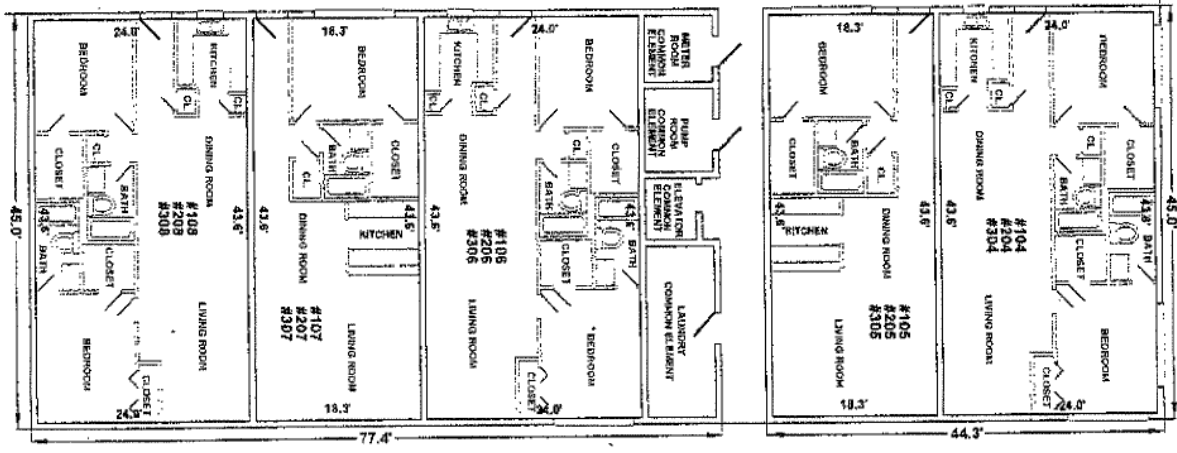
TOGETHER WITH the 30.00 foot vacated right-of-way to the East of said Lots AND ALSO that accreted land lying East of said vacated right-of-way to the waters of Boca Ciega Bay.

WESTWINDS OF TREASURE ISLAND, A CONDOMINIUM
 A PORTION OF SECTION 26, TOWNSHIP 31 SOUTH, RANGE 15 EAST,
 CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA



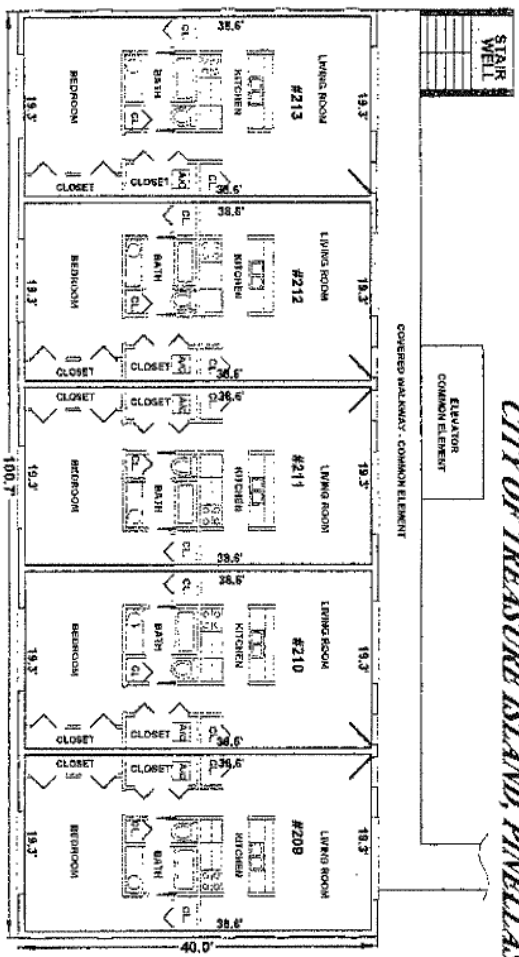
FLOOR PLAN - NORTH BUILDING - "A"
FLOORS 1, 2 & 3
 SCALE: 1" = 10'

- SURVEYOR'S NOTES:**
1. Limited common elements include but are not limited to: assigned parking spaces.
 2. Common elements include but are not limited to: walkways, exterior walk pool area, the land, laundry, stairs, elevators, pump room, mail room and assigned parking.
 3. Condominium unit boundaries: each condominium unit shall include that part of building within which it is located with the boundaries of the building from both the interior and exterior surfaces of the building.
 - A.) The upper and lower thickness of drywall installed within units shall be deemed inside-line boundaries.
 - B.) The lower boundary of an unit shall be the unfinished surface of the floor.
 - C.) The upper and lower boundaries of the unit shall be extended to an intersection with the mechanical boundaries.
 - D.) The mechanical boundaries of the unit shall be the vertical plan of the undecorated and/or unfinished inner surfaces of the walls bounding the unit, extended to intersections with each thickness of drywall installed within units shall be deemed inside-line boundaries. The entire thickness of glass walls and windows within a unit shall be deemed interior boundaries.
 4. Elevations based on North American Vertical Datum of 1988.

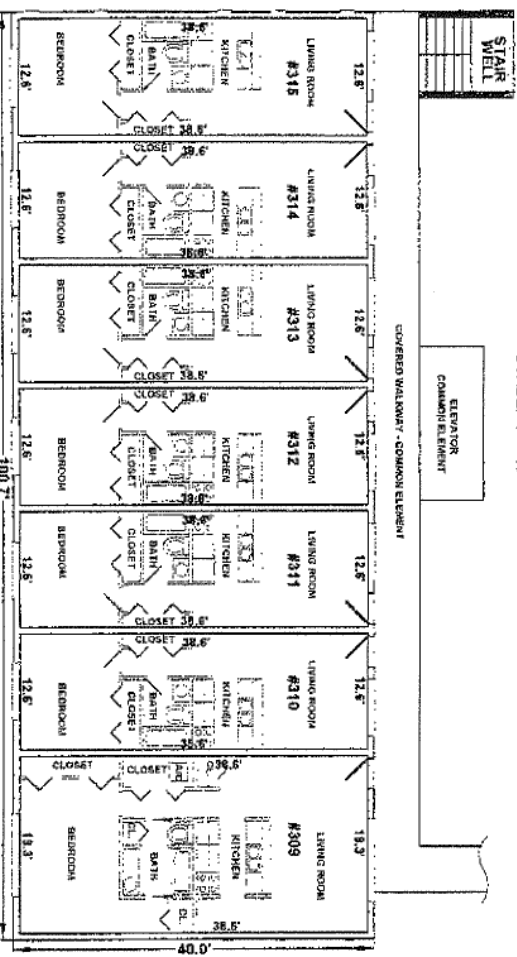


W. Fred Daveland Associates, Inc.
 CONSULTING ENGINEERS, LAND SURVEYORS, LAND PLANNERS
 ST. PETERSBURG, ZEPHYRUS
 1420 - FIRST AVENUE NORTH
 ST. PETERSBURG, FLORIDA, 33713
 TELEPHONE: (727) 922-4151
 CERTIFICATE OF AUTHORIZATION L.B. # 107

WESTWINDS OF TREASURE ISLAND, A CONDOMINIUM
 A PORTION OF SECTION 26, TOWNSHIP 31 SOUTH, RANGE 15 EAST,
 CITY OF TREASURE ISLAND, PINELLAS COUNTY, FLORIDA



FLOOR 2
FLOOR PLAN - SOUTH BUILDING - 2nd B^{ldg}
 SCALE: 1" = 10'



FLOOR 3

- SURVEYOR'S NOTES:**
1. Unshaded common elements include but are not limited to: assigned parking spaces;
 2. Common elements include but are not limited to: walkways, exterior walls, pool area, the land, laundry, stairs, elevators, pump room, meter room and trash/chute room;
 3. Common elements include but are not limited to: each condominium, top soil, lawn, the part of building which is located with the boundaries thereof being as set forth herein below;
 4. The upper boundaries shall be the plane of the lower surface of each unit. The upper thickness of drywall installed within units shall be deemed inside the boundaries.
 - B) The lower boundary of all units shall be the unfinished surface of the floor.
 - C) The upper and lower boundaries of the unit shall be extended to an intersection with the perimeter boundaries.
 - D) The perimeter boundaries of the unit shall be the vertical plan of the unshaded interior finished surfaces of the walls, ceiling and floor of each unit, except for the area of the common elements which shall be deemed outside the boundaries.
4. Elevations based on North American Vertical Datum of 1988

W. Fred Dovel and Associates, Inc.
 CONSULTING ENGINEERS - LAND SURVEYORS - LAND PLANNERS
 ST. PETERSBURG, FLORIDA 33711
 400 EAST WASHINGTON STREET
 ST. PETERSBURG, FLORIDA 33711
 TELEPHONE: (772) 822-4191
 CERTIFICATE OF AUTHORIZATION I.B. # 107

EXHIBIT "3" TO DECLARATION

**Undivided share in Common Elements, Common Expenses
and Common Surplus Attributable to Each Unit**

<u>Unit No.</u>	<u>Percentage</u>
101	.0327089
102	.0327089
103	.0263035
104	.0351251
105	.0267836
106	.0351251
107	.0267836
108	.0351251
201	.0327089
202	.0327089
203	.0263035
204	.0351251
205	.0267836
206	.0351251
207	.0267836
208	.0351251
209	.0250078
210	.0250078
211	.0250078
212	.0250078
213	.0250078
301	.0327089
302	.0327089
303	.0263035
304	.0351251
305	.0267836
306	.0351251
307	.0267836
308	.0351251
309	.0250078
310	.0163272
311	.0163272
312	.0163272
313	.0163272
314	.0163272
315	.0163272