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INST# 200622237 06/13/2006 at 02:18 PM
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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
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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 alphanumerical 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 judgment 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. Sweden
Witness #2

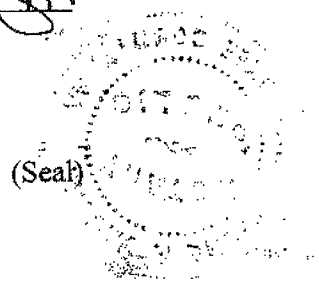
CARRIE M. SWEDEN
Print Name #2

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



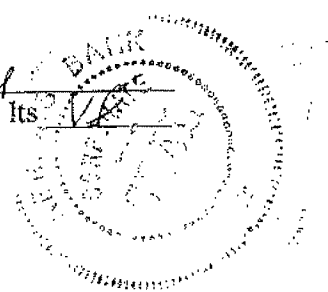
JOINER AND CONSENT OF MORTGAGEE

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:

Michelle Burch
Witness #1
Michelle Burch
Print Name #1
Mark T. Smith
Witness #2
Mark T. Smith
Print Name #2

REGIONS BANK

By: [Signature]
Its: [Signature]


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]

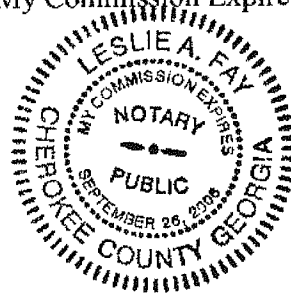


EXHIBIT "1"

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.

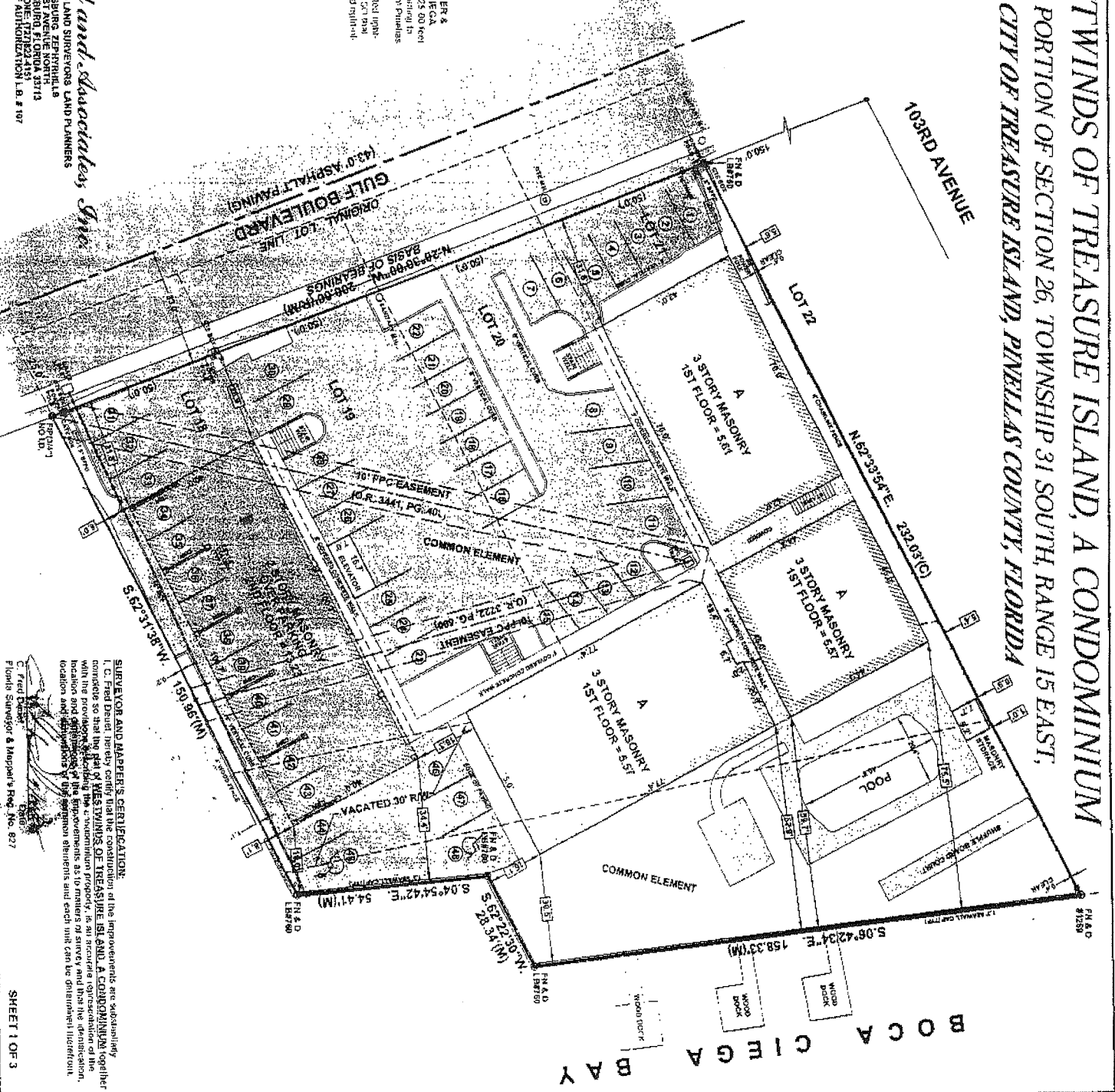
EXHIBIT "2"

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

NORTH
 SITE PLAN
 SCALE: 1" = 20'

DESCRIPTION:
 LOT 18, 19, 20 AND 21, BLOCK 2 SAWYER &
 HANRELL'S ADDITION TO BOCA CIEGA
 PASS SUBDIVISION, LESS THE VEST 25.00 feet
 OR NEARLY WAY OF GOLF BOULEVARD, ACCORDING TO
 PLAT BOOK 3, PAGE 41, PUBLIC RECORDS OF PINELLAS
 COUNTY, FLORIDA.
 TOGETHER HERETOBY 20,000 SQ. FEET UNITARY IMPROVEMENTS TO THE EAST OF SAID LOT 20 AND AS SET FORTH AND ALONG THE EAST END OF SAID VESTED RIGHT-OF-WAY IN THE WATERS OF BOCA CIEGA BAY.

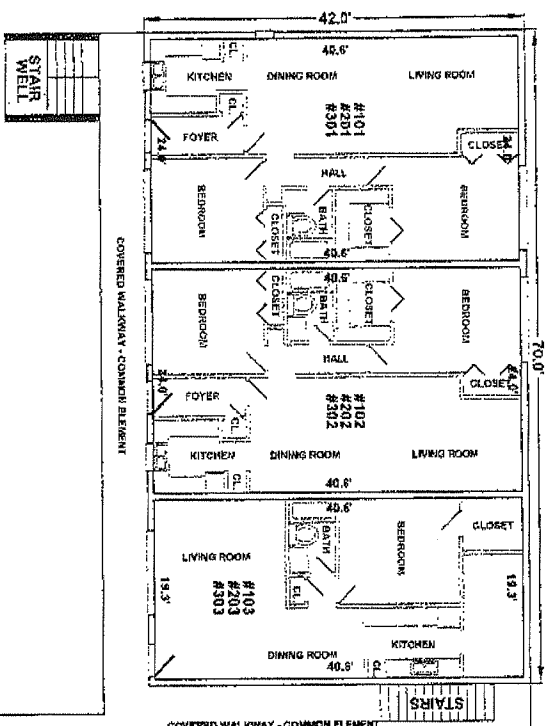
E. Fred Daniel and Associates, Inc.
 CONSULTING ENGINEERS, LAND SURVEYORS, LAND PLANNERS
 5400 EAST AVENUE, NORTH
 SUITE 100, BOCA CIEGA, FLORIDA 33710
 TELEPHONE: 727-222-4151
 CERTIFICATE OF AUTHORIZATION, L.B. # 197



SURVEYOR AND MAPPER'S CERTIFICATION:
 I, C. Fred Daniel, hereby certify that the construction of the improvements are substantially complete so that the plat of WEST WINDS OF TREASURE ISLAND, A CONDOMINIUM, together with the provisions of the Condominium Act, Chapter 718, F.S., and the provisions of the local ordinance and regulations of the City of Treasure Island, Florida, relating to the location and improvements of the improvements as to matters surveyed will conform therewith, and that the improvements and each unit can be distinguished therefrom.

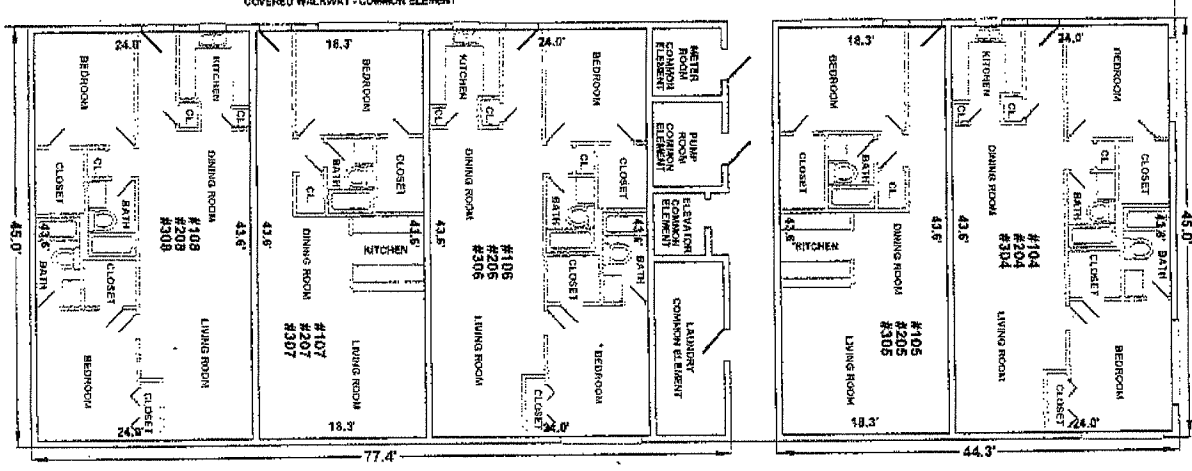
C. Fred Daniel
 Surveyor
 Florida Surveyor & Mapper's Reg. No. 827

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



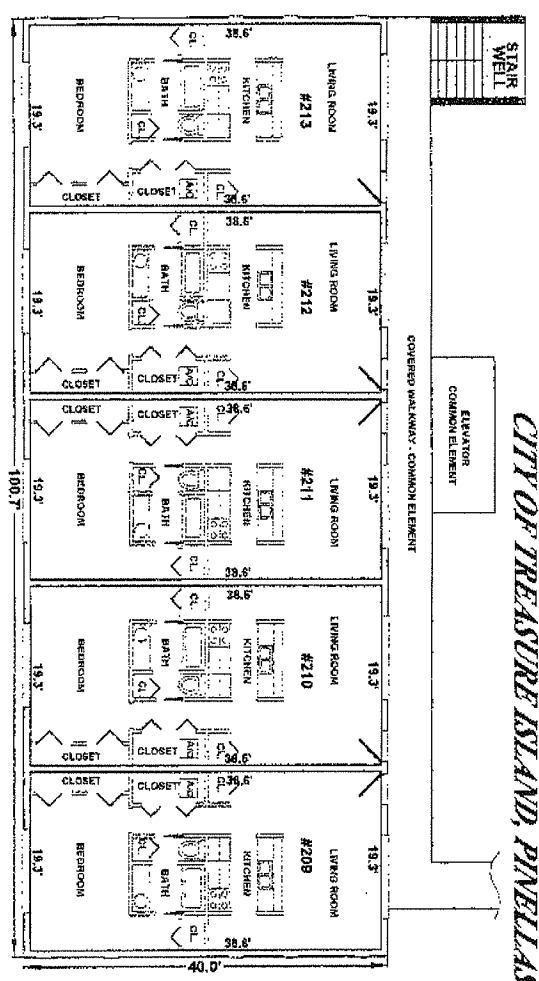
FLOOR PLAN - NORTH BUILDING "A"
FLOORS 1, 2 & 3
 SCALE: 1" = 10'

- SURVEYOR'S NOTES:**
1. Labeled common elements, utilities 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, meter room and unassigned parking.
 3. Condominium unit boundaries: each condominium unit shall include that part of building within which it is located with the boundaries of the walls, floors, ceiling, roof, and other surfaces of the building, and the ceiling thickness of open wall installed within units shall be deemed inside line boundaries.
 - B) The lower boundary of a 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 perimeter boundaries of the unit, shall be the finished surface of the walls, including the unit, extended to intersections with each thickness of drywall installed within units shall be deemed inside the boundaries. The entire thickness of glass walls and windows within a unit shall be deemed inside the boundaries.
 4. Elevations based on North American Vertical Datum of 1988.

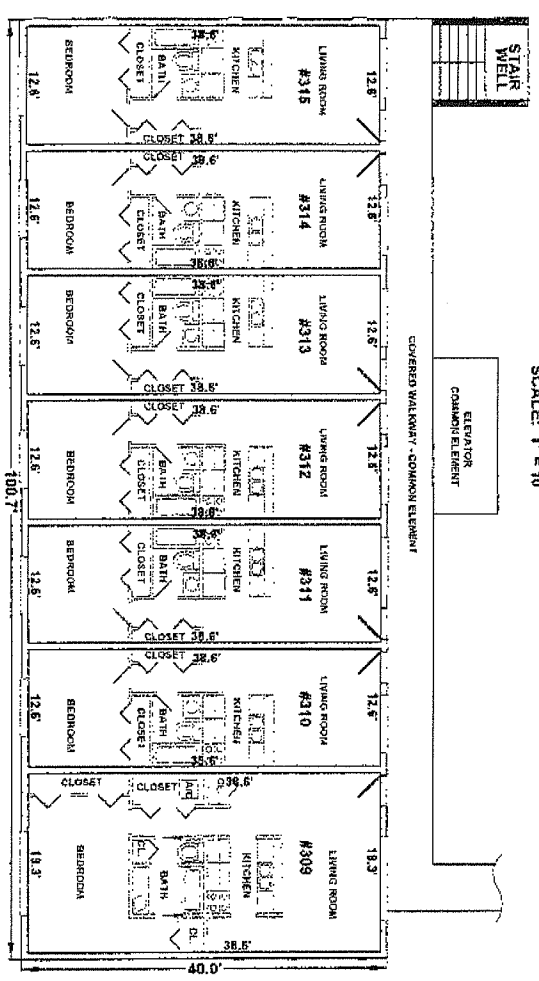


W. Fred Deneil and Associates, Inc.
 CONSULTING ENGINEERS, LAND SURVEYORS, LAND PLANNERS
 ST. PETERSBURG, ZEPHYRUS FL 33711
 1128 - FIRST AVENUE NORTH
 ST. PETERSBURG, FLORIDA 33713
 TELEPHONE: (727) 322-4151
 CERTIFICATE OF AUTHORIZATION L.B. # 107

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 - 1/4" B = 1'
SCALE: 1" = 10'



FLOOR 3

- SURVEYOR'S NOTES:**
1. Unlined common elements include but are not limited to: assigned parking spaces.
 2. Common elements include but are not limited to: walkways, elevator wells, roof area, tile hand, laundry, stairs, elevators, pump room, meter room and unassigned parking. Each condominium unit shall include the part of building within which it is located with the boundaries thereof being as set forth therein below.
 3. A.) The upper boundaries shall be the plane of the lower surfaces of the ceilings of each unit; the entire 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 plane of the unadorned interior finished inner surfaces of the walls bounding the unit, extended to the intersection with the lower boundaries of the unit. The thickness of drywall installed within units shall be deemed inside the boundaries of the unit. The entire thickness of drywall installed within units shall be deemed inside the boundaries.
 4. Elevations based on North American Vertical Datum of 1988.

E. Fred Deneal and Associates, Inc.
 CONSULTING ENGINEERS, LAND SURVEYORS, LAND PLANNERS
 517 PETERSON AVENUE, SUITE 100
 ST. PETERSBURG, FLORIDA 33713
 TELEPHONE: (813) 771-8224
 CERTIFICATE OF AUTHORIZATION L.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 |

EXHIBIT "4"

ARTICLES OF INCORPORATION FOR
WESTWINDS OF TREASURE ISLAND CONDOMINIUM ASSOCIATION, INC.

The undersigned incorporator, for the purposes of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

ARTICLE 1

NAME

The name of the corporation shall be WESTWINDS OF TREASURE ISLAND CONDOMINIUM ASSOCIATION, INC., and its principal office address shall be 10265 Gulf Blvd., Treasure Island, FL 33706. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the By-Laws of the Association as the "By-Laws".

ARTICLE 2

PURPOSE

The purpose for which the Association is organized is to provided an entity pursuant to the Florida Condominium Act as it exists on the date hereof (the "Act") for the operation of that certain condominium located in Pinellas County, Florida, and known as WESTWINDS OF TREASURE ISLAND, a Condominium (the "Condominium").

ARTICLE 3

DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of the Condominium to be recorded in the Public Records of Pinellas County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 4

POWERS

The Association shall have the following powers and shall be governed by the following:

(a) To exercise and have all of the common law and statutory powers and duties of a corporation not for profit organized under the laws of the State of Florida that are not in conflict with the terms of the Declaration, these Articles, the Bylaws of the Association and the Act.

(b) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Condominium of WESTWINDS OF TREASURE ISLAND, a Condominium, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Public Records of Pinellas, Florida and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(c) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including but not limited to all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(d) To maintain, repair and operate the property of the Association;

(e) To purchase insurance upon the property of the Association and insurance for the protection of the Association and its members as Owners;

(f) To reconstruct improvements after casualty and make further improvements upon the property;

(g) To enforce by legal means the provisions of the Declaration, and the Articles of Incorporation and Bylaws of the Association, and the rules and regulations adopted pursuant thereto;

(h) To employ personnel to perform the services required for proper operation of the Association;

(i) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(j) To borrow money, and with the assent of two-thirds (2/3) of the members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(k) To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(l) To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(m) To operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas;

(n) All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws;

(o) The Association shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida not for Profit Corporation Statute; and

(p) The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and By-Laws.

ARTICLE 5

MEMBERS

5.1 Membership. The members of the Association shall consist of all of the record title owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns.

5.2 Assignment. The share of a member in the funds and assets of the Association

ARTICLE 9

DIRECTORS

- 9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) nor more than five (5) directors. Directors, other than designees of Developer, must be members of the Association.
- 9.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.
- 9.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members, may be elected to staggered terms, may be removed and vacancies on the Board filled in the manner provided by the By-Laws.
- 9.4 Term of Developer's Directors. Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.
- 9.5 First Directors. The initial board shall consist of three (3) Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

| Name: | Address: |
|------------------------------------|--|
| President: ARNOLD BATES | 4348 Earney Road Woodstock, GA 30188 |
| Vice President: RICHARD J. KODA | 9984 Lake Seminole Drive West Largo, FL 33773 |
| Secretary: KAREN B. KODA | 9253 119 th Avenue North Largo, FL 33773 |
| Treasurer: VIVIAN BATES | 4346 Earney Road Woodstock, GA 30188 |

ARTICLE 10

INDEMNIFICATION

- 10.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in

EXHIBIT "5"
BY-LAWS OF

WESTWINDS OF TREASURE ISLAND CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit organized
under the laws of the State of Florida

1. **Identity.** These are the By-Laws of WESTWINDS OF TREASURE ISLAND CONDOMINIUM ASSOCIATION, INC. (the "Association"), a not for profit corporation under the laws of the State of Florida, and organized for the purpose of administering that certain condominium located in Pinellas County, Florida, and known as WESTWINDS OF TREASURE ISLAND CONDOMINIUM, A CONDOMINIUM (the "Condominium").
 - 1.1 **Principal Office.** The principal office of the Association shall be at 10265 Gulf Blvd., Treasure Island, FL 33706 or at such other place as may be subsequently designated by the Board of Directors. Notwithstanding the foregoing, all books and records of the Association shall be kept on the Condominium property.
 - 1.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.
 - 1.3 **Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.
2. **Definitions.** For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration for the Condominium, unless herein provided to the contrary, or unless the context otherwise requires.
3. **Members.**
 - 3.1 **Annual Meeting.** The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of November following the year in which the Declaration is filed.
 - 3.2 **Special Meetings.** Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings may also be called by Unit Owners in the manner provided for in the Act.
 - 3.3 **Notice of Meeting; Waiver of Notice.** Notice of a meeting of members, stating the time and place, the purpose(s) for which the meeting is called, and an identification of agenda items shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property as designated by the Board pursuant to 718.112 (2)(d)(2). The notice of the annual meeting shall be sent by mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more

than sixty (60) days, prior to the date of the meeting. Notice for the election of Directors shall be given in accordance with 718.112(2)(d)(3). Proof of posting and mailing of the notice shall be given by Affidavit.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this Section and Section 718.112(2)(d) of the Act, to each Unit Owner at the address last furnished to the Association. No other proof of notice of a meeting shall be required.

3.4 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast 35% of the total voting interests.

3.5 Voting.

(a) Number of Votes. In any meeting of members, the Owners of Units shall be entitled to cast one vote for each Unit owned. The vote of a Unit shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws. Similarly, unless specifically stated to the contrary, if some greater percentage of members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of members present at a meeting at which a quorum is attained.

(c) Voting Member. If a Unit is owned by one person, his right to vote shall be established by the roster of members. If a Unit is owned by more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the vote of the Unit. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Unit shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

3.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for

which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, dated, signed by the person authorized to cast the vote for the Unit, name the person(s) voting by proxy and the person authorized to vote for such person(s) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy holder may vote and the manner in which the vote is to be cast. Holders of proxies need not be Unit owners. If required by Chapter 718, Florida Statutes, limited proxies shall be used for (1) votes taken to waive or reduce reserves; (2) for votes taken to waive financial reporting requirements as provided by 718.111 (13); (3) for votes taken to amend the Declaration pursuant to 718.110. (4) for votes taken to amend the Articles or By-Laws pursuant to 718.112; and for any other matter for which Chapter 718, Florida Statutes requires or permits a vote of Unit Owners. General proxies may be used for other matters for which limited proxies are not required.

3.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

3.8 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:

- (a) Collection of election Ballots;
- (b) Call to order by President;
- (c) Proof of notice of the meeting or waiver of notice;
- (d) Reading of minutes;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Appointment of inspectors of election;
- (h) Election of Directors;
- (i) Unfinished business;
- (j) New Business;
- (k) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

3.9 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

3.10 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such

members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorized or take such action at a meeting of members at which a quorum of members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

4. Directors.

4.1 Membership. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than five (5) directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership. Directors, other than designees of Developer, must be unit Owners. A person who has been convicted of any felony by any court of record in the United States and who has not had the right to vote restored pursuant to the law of the jurisdiction of residence is not eligible for board membership. The validity of an action by the Board is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a felony.

4.2 Election of Directors. The election of Directors shall be conducted in the following manner:

- (a) Election of Directors shall be held at the annual members' meeting, except as provided herein to the contrary. There shall be no quorum requirement, however, at least twenty percent (20%) of the eligible voters must cast a ballot for an election to be valid.
- (b) Obtaining candidates for Director vacancies shall be performed in accordance with the requirements of 718.112(2)(d)(3).
- (c) The election shall be by secret written ballot and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many candidates as there are vacancies to be filled. There shall be no cumulative voting. No Unit Owner shall permit any other person to vote his ballot and any such ballots improperly cast shall be deemed invalid. A unit owner who needs assistance in casting the ballot for the reasons stated in section 101.051, Florida Statutes, may obtain assistance in casting the ballot. No proxy shall be used in the election of the Board.

4.3 Vacancies and Removal.

- (a) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors or the sole remaining Director, provided that all vacancies in directorships to which Directors were appointment by the Developer pursuant to the provisions of paragraph 4.16 hereof shall be filled by the Developer in accordance with the provisions of Rule 16B-23.0026(1), Florida Administrative Code.
- (b) Any Director elected by the members (other than Developer) may be removed by concurrence of a majority of the votes of the members at a special meeting of members called for that purpose (which shall be called upon the demand of ten percent (10%) or more of the voting interests of the Association Members) or by written agreement signed by a majority of the owners of all units. The vacancy in the Board of Directors so created shall be filled by the

members at the same meeting, or by the Board of Directors in the case of removal by a written agreement unless said agreement also designates a new Director to take the place of the one removed. In the event a majority or more of the board members are removed, the vacancies shall be filled in accordance with the rules promulgated by the Division pursuant to Florida Statutes 718.112(2)(j)(5). The conveyance of all Units owned by a Director in the Condominium (other than appointees of the Developer or Directors who were not Unit Owners) shall constitute the resignation of such Director.

- (c) Anything to the contrary herein notwithstanding, until a majority of Directors are elected by the members other than Developer of the Condominium, neither the first Directors of the Association, nor any Directors named by the Developer, shall be subject to removal by members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by Developer without the necessity of any meeting.
- (d) If a vacancy on the Board of Directors results in the inability to obtain a quorum of Directors in accordance with these By-Laws, any Owner may apply to the Circuit Court within whose jurisdiction the Condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place as designated by the Board, on the Condominium Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these By-Laws. If, during such time, the Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws.

- 4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided. After such time as the Unit Owners, other than the Developer, have elected a majority of the Board of Directors, the Board may elect, by resolution of a majority of the Directors, to provide for increased and/or staggered terms of service. Such resolution shall set forth the method by which the terms may be staggered and the procedures for electing directors to the terms thus established.
- 4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors upon proper notice pursuant to the provisions of Section 718.112(2)(c), Florida Statutes.
- 4.6 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings shall be posted conspicuously at a location designated by the Board, on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency, provided that Unit Owners shall be permitted the right to speak at such meetings with reference to all designated agenda items, subject to rules established by the Board.
- 4.7 Special Meetings. Special meetings of the Directors may be called by the President,

and just be called by the President or Secretary at the written request of one-third (1/3) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board of Directors shall be open to all Unit Owners and notice of a special meeting shall be posted conspicuously on the Condominium property at least forty-eight (48) continuous hours preceding the meeting for the attention of the members of the Association, except in the event of an emergency. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use will be proposed, discussed, or approved, shall be mailed or delivered to the Unit Owner and posted conspicuously on the Condominium property not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the secretary and filed among the official records of the Association. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium property upon which all notices of Board meetings shall be posted.

- 4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 4.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.
- 4.10 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting any business that might have been transacted at the meeting as originally called may be transacted as set forth in the notice for the rescheduled meeting.
- 4.11 Joinder in Meeting. The joinder of a Director in the action of a meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum. A Director may submit in writing agreement or disagreement with any action taken at a meeting the member did not attend. Such action may not be used as a vote for or against any action taken and may not be used to create a quorum. A member attending by telephone conference on a speaker phone may be counted toward a quorum and may vote by telephone.
- 4.12 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other Unit Owner to preside).
- 4.13 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:
- (a) Proof of due notice of meeting;
 - (b) Reading and disposal or any unapproved minutes;
 - (c) Reports of officers and committees;
 - (d) Election of officers;

- (e) Unfinished business;
- (f) New business;
- (g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

- 4.14 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.
- 4.15 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Condominium, (b) to determine the Assessments payable by the Unit Owners to meet the Common Expenses and regulations covering the details of the operation and use of the Condominium Property, or (d) to exercise any of the powers set forth in paragraph (f) and (o) of Section 5 below.

The Board may by resolution also create other committees and appoint persons to such committees and invest in such committees such powers and responsibilities as the Board shall deem advisable.

- 4.16 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three (3) directors during the period that Developer is entitled to appoint a majority of the Directors, as hereinafter provided. Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association, the Unit Owners other than Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Upon the election of such director(s), Developer shall forward to the Division of Florida Land Sales, Condominiums and Mobile Homes the name and mailing address of the director(s) elected. Unit Owners other than Developer are entitled to elect not less than a majority of the members of the Board of Directors (a) three years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to Purchasers; (b) three months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (c) when all of the Units that will be operated ultimately by the Association have been conveyed to purchasers, and none of the others are being offered for sale by Developer in the ordinary course of business; (d) when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by Developer in the ordinary course of business, or (e) seven (7) years after recordation of the Declaration creating the Condominium, whichever occurs first. Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as Developer holds for sale in the ordinary course of business five percent (5%) of the Units that will be operated ultimately by the Association.

Developer can turn over control of the Association to Unit Owners other than Developer prior to such dates in its sole discretion by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than Developer to elect Directors and assume control of the Association.

Provided at least sixty-five (65) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than Developer refuse or fail to assume control.

Not less than seventy-five (75) days after the Unit Owners other than Developer are entitled to elect a member or members of the Board of Directors, or sooner event as aforesaid, the Association shall call, and give not less than sixty (60) days' notice of a meeting of the Board of Directors in accordance with section 718.112(2)(d). The meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

Within a reasonable time after Unit Owners other than Developer elect a majority of the members of the Board of Directors of the Association (but not more than ninety (90) days after such event), Developer shall relinquish control of the Association and shall deliver to the Association all property of the Unit Owners and of the Association held or controlled by Developer, including, but not limited to, the following items, if applicable:

- (a) The original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration.
- (b) A certified copy of the Articles of Incorporation of the Association.
- (c) A copy of the By-Laws of the Association.
- (d) The minute books, including all minutes, and other books and records of the Association.
- (e) Any rules and regulations which have been adopted.
- (f) Resignations of resigning officers and Board members who were appointed by Developer.
- (g) The financial records, including financial statements of the association, and source documents from the incorporation of the Association through the date of the turnover. The records shall be reviewed by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted accounting principles and shall be audited in accordance with generally accepted auditing standards, as prescribed by the Florida Board of Accountancy, pursuant to chapter 473. The accountant performing the review shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for association purposes, and billings, cash receipts and related records to determine that Developer was charged and paid the proper amounts of assessments.
- (h) Association funds or the control thereof.
- (i) All tangible personal property that is the property of the Association or is or was represented by Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.
- (j) A copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying of equipment, and for the construction or remodeling of Improvements and the supplying of equipment, and for the construction and installation of all mechanical components

servicing the Improvements and the Condominium Property, with a Certificate, in affidavit form, of an officer of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvements of the Condominium Property and the construction and installation of the mechanical components serving the Improvements and the Condominium Property.

- (k) A list of the names and addresses, of which the Developer had knowledge at any time in the development of the Condominium, of all contractors, subcontractors, and suppliers utilized in the construction of the improvements and in the landscaping of the Condominium.
- (l) Insurance policies.
- (m) Copies of any Certificates of Occupancy which may have been issued for the Condominium Property.
- (n) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association.
- (o) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.
- (p) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on Developer's records.
- (q) Leases of the Common Elements and other Leases to which the Association is a party, if applicable.
- (r) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.
- (s) All other contracts to which the Association is a party.

4.17 Written Inquiry. In compliance with Section 718.112(2)(a)2, Florida Statutes, when a Unit owner files a written inquiry by certified mail with the board of directors, the board shall respond in writing to the unit owner within 30 days of receipt of the inquiry. The board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the division. If the board requests advice from the division, the board shall, within 10 days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The association may through its board of administration adopt reasonable rules and regulations regarding the frequency and manner of responding to unit owner inquiries, one of which may be that the association is only obligated to respond to one written inquiry per unit in any given 30-day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.

5. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:
- (a) Operating and maintaining the Common Elements.
 - (b) Determining the expenses required for the operation of the Condominium and the Association.
 - (c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements.
 - (d) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium Property, subject to a right of the Unit Owners to overrule the Board as provided in Section 13 hereof.
 - (e) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
 - (f) Purchasing, leasing or otherwise acquiring Units or other property in the name of the Association, or its designee.
 - (g) Purchasing Units at foreclosure or other judicial sales, in the name of the Association, or its designee
 - (h) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee.
 - (i) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.
 - (j) Obtaining and reviewing insurance for the Condominium Property pursuant to the provisions of 718.111(11), Florida Statutes.
 - (k) Making repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
 - (l) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.
 - (m) Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners. No fine shall exceed \$100.00 (or such greater amount as may be permitted by law from time to time) nor may any fine be levied except after giving reasonable notice and opportunity for a hearing to the affected Unit Owner and, if applicable, his tenant, licensee or invitee. No fine shall become a lien upon a Unit.
 - (n) Purchasing or leasing Units for use by resident superintendents and other similar persons.

- (o) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the affirmative vote of the Owners of at least two-thirds (2/3rds) of all Units shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed \$10,000.00. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph (o) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's Unit.
- (p) Contracting for the management and maintenance of the Condominium Property and authorizing a management agent (who may be an affiliate of 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 the 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 by the Condominium documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (q) At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements for private parties and gatherings (and imposing reasonable charges for such private use, but only if pursuant to a lease of the applicable facility).
- (r) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.
- (s) Imposing a lawful fee in connection with the approval of the lease or sublease not to exceed the maximum amount permitted by law in any one case.

6. Officers.

- 6.1 Executive Officers. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers, other than designees of Developer, must be Unit Owners.
- 6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the

President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.

- 6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving of all notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.
- 6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.
7. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.
8. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer (other than appointees of Developer or officers who were not Unit Owners) shall constitute a written resignation of such Director or officer.
9. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:
- 9.1 Budget.
- (a) Adoption by Board: Items. The Board of Directors shall from time to time, and at least annually prepare a budget for the Condominium (which shall detail all accounts and items of expense and contain at least all items set forth in Section 718.504(21) of the Act, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing regardless of the amount of deferred maintenance expense or replacement costs, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000.00. The amount of reserves shall be computed by means of a formula which is based upon the estimated remaining useful life and the estimated replacement costs of each reserve item. The Association may adjust replacement reserve

assessments annually to take into account any extension of the useful life of a reserve item caused by deferred maintenance. Reserves shall not be required if the members of the Association have, by a majority vote at a duly called meeting of the members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. However, prior to turnover of control of the Association by the Developer, the Developer may vote to waive the reserves for the first two (2) fiscal years of the Association's operation beginning with the fiscal year in which the Declaration is recorded, after which time reserves may only be waived or reduced upon the vote of a majority of non-developer voting interests present at a duly called meeting of the Association. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserve, as included in the budget, shall go into effect.

The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

- (i) Notice of Meeting. A copy of the proposed budget of Common Expenses shall be hand delivered or mailed to each Unit Owner at least fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to all the Unit Owners. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement. Such affidavit shall be filed among official records of the Association.
- (ii) Special Membership Meeting. If the Board of Directors adopts in any fiscal year an annual budget which requires assessments against Unit Owners which exceed 115 percent of assessments for the preceding fiscal year, the Board of Directors shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board of Directors receives, within 21 days after adoption of the annual budget, a written request for a special meeting from at least 10 percent of all voting interests. The special meeting shall be conducted within 60 days after adoption of the annual budget. At least 14 days prior to such special meeting, the Board of Directors shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement, and such affidavit shall be filed among the official records of the Association. Unit Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board of Directors shall take effect as scheduled.
- (iii) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall

be excluded further from such computation Assessments for improvements to the Condominium Property.

- (iv) Proviso. As long as Developer is in control of the Board of Directors of the Association, the Board shall not impose Assessments for a year greater than one hundred fifteen percent (115%) of the prior year's Assessments, without the approval of a majority of all voting interests.
 - (b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Subsection 9.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members at a duly called meeting, upon ratification by a majority of the Board of Directors at a duly called meeting, it shall become the budget for such year.
- 9.2 Assessments. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually in the year preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 9.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.
- 9.3 Special Assessments and Capital Improvement Assessments. Special Assessments and Capital Improvement Assessments (as defined in the Declaration) shall be levied as provided in the Declaration and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments.
- 9.4 Depository. The depository of the Association shall be such bank or banks in the State as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund for investment purposes or divided into more than one fund, as determined by a majority of the Board of Directors. Such funds must be accounted for separately, and the combined account balance may not at any time be less than the amount identified as reserve funds in the combined account.
- 9.5 Acceleration of Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon his Assessments, the Board of Directors or its agent may accelerate the Assessments due for the balance of the budget year and file a claim of lien therefor and the then unpaid balance of the Assessments for the balance

of the year shall be due upon the date stated in the lien.

- 9.6 Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds. The fidelity bond must cover the maximum funds that will be in the custody of the Association or management agent at any one time. The premiums on such bonds shall be paid by the Association as a Common Expense.
- 9.7 Accounting Records and Reports. The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within ninety (90) days following the end of the fiscal year, or annually on a date provided in the ByLaws, the Association prepare and complete, or contract for the preparation and completion of, a financial report for the preceding fiscal year which complies with the requirements of Section 718.111(13), Florida Statutes. Within 21 days after the financial report is completed by the Association or received from the third party, but not later than 120 days after the end of the fiscal year or other date as provided in the ByLaws, the Association shall mail to each Unit Owner at the address last furnished to the Association by the Unit Owner, or hand deliver to each Unit Owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the Unit Owner, without charge, upon receipt of a written request from the Unit Owner. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- a. Cost for security;
- b. Professional and management fees and expenses;
- c. Taxes;
- d. Costs for recreation facilities;
- e. Expenses for refuse collection and utility services;
- f. Expenses for lawn care;
- g. Cost for building maintenance and repair;
- h. Insurance costs;
- i. Administrative and salary expenses;
- j. Reserves for capital expenditures, deferred maintenance, and any other category for which the Association maintains a reserve account or accounts;
- k. Fees payable to the Division; and

I. Operating Capital.

- 9.8 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declaration or as otherwise determined by the Board in accordance with the Act.
- 9.9 Notice of Meetings. Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.
10. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.
11. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these By-Laws.
12. Amendments. Except as in the Declaration provided otherwise, these By-Laws may be amended in the following manner:
- 12.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
- 12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. A member of the Board of Directors may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for purposes of creating a forum.
- (a) by not less than a majority of the votes of all members of the Association represented at a meeting at which a quorum has been attained and by not less than 66-2/3% of the entire Board of Directors; or
- (b) after control of the Association has been turned over to the Unit Owners other than Developer, by not less than 80% of the votes of the members of the Association represented at a meeting at which a quorum has been attained.
- 12.3 Proviso. 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 of Units without the consent of said Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.
- 12.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by Developer. The amendment shall be effective when the certificate and a copy of the

amendment is recorded in the Public Records of the County with an identification on the first page of the amendment of the Official Records Book and Page of said Public Records where the Declaration is recorded.

13. Rules and Regulations. Attached hereto as Schedule A and made a part hereof are initial rules and regulations concerning the use of portions of the Condominium. The Board of Directors may, from time to time, modify, amend or add to such rules and regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than Developer, Owners of a majority of the Units may overrule the Board with respect to any such modifications, amendments or additions. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to Developer.
14. Construction. 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 genders.
15. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.
16. Official Records. From the inception of the Association, the Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association:
 - (a) The plans, permits, warranties, and other items provided by Developer pursuant to Section 718.301(4) of the Act;
 - (b) A photocopy of the recorded Declaration of Condominium and all amendments thereto;
 - (c) A photocopy of the recorded By-Laws of the Association and all amendments thereto;
 - (d) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
 - (e) A copy of the current Rules and Regulations of the Association;
 - (f) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than 7 years.
 - (g) A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and if known, telephone number;
 - (h) All current insurance policies of the Association and the Condominium;
 - (i) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility;
 - (j) Bills of sale or transfer for all property owned by the Association;
 - (k) Accounting recordings for the Association and the accounting records for the Condominium, according to the good accounting practices. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall include, but not be limited to:

1. Accurate, itemized, and detailed records for all receipts and expenditures.
2. A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.
3. All audits, reviews, accounting statements, and financial reports of the Association or Condominium.
4. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year;
 - (l) Ballots, sign-in sheets, voting proxies and all other papers relating to elections, which shall be maintained for a period of 1 year from the date of the meeting to which the documents relates;
 - (m) All rental records where the Association is acting as agent for the rental of Units.
 - (n) A copy of the current Question and Answer Sheet as described by the Section 718.504, Florida Statutes.
 - (o) All other records of the Association not specifically included in the foregoing which are related to the operation of the Association.

The official records of the Association shall be maintained on the Condominium property.

The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times. The failure of the Association to provide the records within five (5) working days after receipt of a written request shall create a rebuttable presumption that the Association willfully failed to comply with this paragraph. A Unit Owner who is denied access to official records is entitled to the actual damages or minimum damages of \$50.00 per calendar day up to ten (10) days, the calculation to begin on the eleventh working day after receipt of the written request. Failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member.

16.1 Certificate of Compliance. A Certificate of Compliance from a licensed electrical contractor or electrician may be accepted by the Association's board as evidence of compliance of the condominium units to the applicable fire and life safety code.

17. Arbitration. Any internal disputes arising from the operation of the Condominium between Unit Owners and the Association, or the agent or assigns of Unit Owners or the Association may be resolved through mandatory non-binding arbitration as provided for in Section 718.1255, Florida Statutes.

The foregoing was adopted as the By-Laws of WESTWINDS OF TREASURE ISLAND CONDOMINIUM ASSOCIATION, INC., a corporation not for profit on the 25th day of May, 2006.

Approved:

/s/ Arnold Bates

Arnold Bates, President

/s/ Karen B. Koda

Karen B. Koda, Secretary

**SCHEDULE "A" TO
BY-LAWS**

**RULES AND REGULATIONS
FOR
WESTWINDS OF TREASURE ISLAND, A CONDOMINIUM**

1. The sidewalks, entrances, passages and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored therein, except in areas (if any) designated for such purposes.
2. The personal property of Unit Owners and occupants must be stored in their respective Units.
3. No articles other than patio-type furniture shall be placed on the Common Elements. No linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, or other portions of the Condominium Property.
4. No Unit Owner or occupant shall permit anything to fall from a window or door of the Condominium Property, nor sweep or throw from the Condominium Property any dirt or other substance onto any of the patios, terraces or elsewhere in the Building or upon the Common Elements.
5. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
6. No repair of vehicles shall be made on the Condominium Property.
7. No unit Owner or occupant shall make or permit any disturbing noises by himself or his family, servants, employees, agents, visitors or licensees, or pets, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Unit Owner or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.
8. No radio or television, mechanical or electronic installation may be permitted in any Unit which interferes with the television or radio reception of another Unit.
9. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Property, except signs used or approved by the Association. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the Building or on the Common Elements by a Unit Owner, except hurricane shutters approved by the Association.
10. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements.
11. A Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building except for one (1) portable removable United States flag and except for on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day Unit Owners may display in a respectful way portable, removable official flags, not larger than 4-1/2 feet by 6 feet, that represent the United States Army, Navy Air Force, Marine Corps, or Coast Guard. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which

case they shall be removed and replaced with acceptable items.

12. No window air-conditioning units may be installed by Unit Owners or occupants. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

13. No exterior antennae shall be permitted on the Condominium Property or Improvements thereon, provided that the Association or Developer shall have the right to install and maintain community antennae, radio and television cables and lines, and security and communications systems.

14. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under ten (10) years of age must be accompanied by a responsible adult when using the recreational facilities. No glass is allowed in pool area.

15. No reptiles or wildlife shall be kept or maintained in or about the Condominium Property.

16. The pool area, if any, will open at 8:00 a.m. and close at 9:00 p.m. The laundry room opens at 8:00 a.m. and closes at 9:00 p.m.

17. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, reasonable rule or regulation herein or in the Declaration or By-Laws, provided the following procedures are adhered to:

a) Notice: The Association shall notify the Owner or occupant of the infraction or infractions. Included in the notice shall be a date and time of a hearing at which time the Owner or occupant shall present reasons why penalties should not be imposed.

b) Hearing: The non-compliance shall be presented to a committee of other unit owners.

c) Fines: If the Committee agrees with the fine, the Association may impose fines against the applicable Unit up to the maximum amount of \$100.00 per violation per day of continuing violations, not to exceed the aggregate of \$1,000.00, (or such greater amount as may be permitted by law from time to time).

d) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident, one (1) for each day of such continuation, provided that no such fine shall in the aggregate exceed \$1,000.00 (or such greater amount as may be permitted by law from time to time).

e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.

f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

g) Non-Exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

18. Dock Rules and Regulations.

A. Only Unit Owners of the Westwinds of Treasure Island, a Condominium or their renters shall be qualified to use a boat slip.

B. The boat slips shall not be obstructed, littered, or defaced, or misused in any manner.

C. The boat slip users shall not cause or permit anything to be hung, displayed, or posted on the boat slip facilities (or on the boat while in the slip) without written approval of the Board of Directors of the Association.

D. No carpet of any type shall be allowed on the docks at any time. Door mat type pads for cleaning shoes shall not be left on docks.

E. The boat slip users shall be responsible for any carelessness and consequential damages sustained by the Association for all damage to any portion of the boat slip facilities under control of said association, resulting from such slip user carelessness.

F. Improvement or alterations to the boat slips shall be done only with the written consent of the Board of Directors. No covered facilities shall be installed nor shall be permitted to be constructed at any time. Lift equipment shall be stainless steel or aluminum-painted marine grey in color. Applicable permits must be obtained and all codes must be followed. Only 'topless' (as commonly used or called in the industry) lifts will be allowed e.g. there will be no lifts allowed which have cross bars over the tops of the pilings.

G. Slip users shall be responsible to keep their dock area clean, tidy, and orderly at all times. All water hose and power shore lines, if any, shall be stored in a neat and orderly manner. When shore lines are in use they shall be connected in such a way as not to create a hazard.

H. Cleaning or painting of boat hulls is not permitted at any time at the docks. Only scuba cleaning may be done.

I. No combustibles shall be stored on the boat dock or in the boat slip area.

J. Children (under the age of 12) shall not be present in the dock area or be unattended on a boat unless accompanied by an adult (age 16 or older).

K. The installation of additional lights of any kind must be done with the prior written consent of the Board of Directors. All codes must be complied with in installation. No high intensity fish lights will be allowed

L. There shall be no dock boxes without the written consent of the Board of Directors.

M. Boat owners shall not berth their boat in a slip assigned to someone else without the prior written approval of that slip user. A copy of such approval shall be given to the Board of Directors before moving the boat.

N. Slip users shall be responsible for liability insurance on their boat slip area. Any and all boats berthed in a slip shall carry a minimum of \$300,000 of liability insurance at all times. Proof of said coverages shall be submitted annually to the Board of Directors.

O. Slip users shall be responsible and pay for all separately metered utilities servicing their

slips where applicable.

P. Fishing by all Unit Owners will be allowed in the area designated from time to time by the Board of Directors of the Association.

19. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or doubt as to whether a specific practice or activity is or is not permitted. All of these rules and regulations shall apply to all Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefore and good cause shown in the sole opinion of the Board.

Prepared By and Return To:
Kenneth G. Arsenaunt Jr., Esq.
Arsenaunt Law Group, P.A.
10225 Ulmerton Rd., Suite 2
Largo, FL 33771

Amendment to Declaration of Condominium
of
WESTWINDS OF TREASURE ISLAND, a Condominium

The Declaration of Condominium for Westwinds of Treasure Island, a Condominium, was recorded on June 13, 2006 in O.R. Book 15181, Page 1018, Public Records of Pinellas County, Florida. The Developer as of the date of recording this instrument owns all Units in the Condominium. The Declaration of Condominium is amended as follows:

1. The first sentence which reads **WESTWINDS GROUP, LLC, a Florida limited liability company**, ("Developer"), hereby declares: is amended to read **WESTWINDS GROUP, LLC, a Florida limited liability company, and Bay Pines Manor, Inc., a Florida corporation** ("Developer"), hereby declares:
2. The first sentence of Section 2.15 is amended in its entirety to read: "Developer" means **WESTWINDS GROUP, LLC, a Florida limited liability company, and Bay Pines Manor, Inc., a Florida corporation, their 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.
3. The signature block for the Developer, was incomplete and Bay Pines Manor, Inc. a Florida corporation desires to join in and execute the Declaration of Condominium with this document as if it had executed the Declaration of Condominium recorded in O.R. Book 15181, Page 1018, Public Records of Pinellas County, Florida as a Declarant.
4. Bay Pines Manor, Inc., a Florida Corporation, ratifies and confirms the Condominium Plat Recorded in Plat Book 143, Page 1, Public Records of Pinellas County, Florida.

WESTWINDS GROUP, LLC, a Florida limited liability company

By: Arnold Bates
Arnold Bates, Managing Member

Mary Paula Chance
Witness #1
MARY PAULA CHANCE
Print Name #1

Kimberly Padgett
Witness #2
Kimberly Padgett
Print Name #2

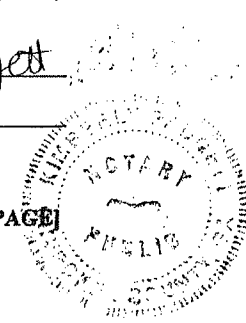
STATE OF GEORGIA
COUNTY OF Cherokee

The foregoing instrument was acknowledged before me this 26 day of December, 2006, by Arnold Bates as Managing Member of Westwinds Group, LLC, a Florida limited liability company.

Personally known
 Florida Driver's License
 Other Identification Produced

Kimberly Padgett
Notary Public, Cherokee County, Georgia
My Commission Expires September 28, 2010

Kimberly Padgett
Notary Public
Kimberly Padgett
Print or type name of Notary
(SEAL)



[SIGNATURE PAGE FOR BAY PINES MANOR, INC. ON FOLLOWING PAGE]

BAY PINES MANOR, INC., a Florida corporation

Deborah K. Blair
Witness #1 DEBORAH K. BLAIR

By: Richard J. Koda
Richard J. Koda, President

Print Name #1

Kenneth G. Arsenault, Jr.
Witness #2 KENNETH G. ARSENAULT, JR.

Print Name #2

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 27 day of December, 2006, by Richard J. Koda as President of Bay Pines Manor, Inc., a Florida corporation.

- Personally known
- Florida Driver's License
- Other Identification Produced

Deborah K. Blair
Notary Public



DEBORAH K. BLAIR
Print or type name of Notary

(SEAL)

CONSENT AND JOINDER

The undersigned, as President of Westwinds of Treasure Island Condominium Association, Inc., consents and joins in the foregoing resolution.

WITNESSES:

Mary Paul Chance
Print Name: Mary Paul Chance

WESTWINDS OF TREASURE ISLAND
CONDOMINIUM ASSOCIATION, INC.,
a Florida corporation

By: Arnold L. Bates
Arnold Bates, President

Kimberly Padgett
Print Name: Kimberly Padgett

STATE OF GEORGIA
COUNTY OF Cherokee

The foregoing instrument was acknowledged before me this 26 day of December, 2006, by Arnold Bates as President of Westwinds of Treasure Island Condominium Association, Inc., a Florida corporation.

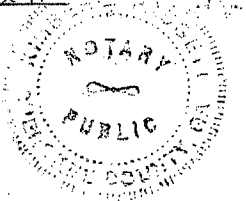
- Personally known
- Florida Driver's License
- Other Identification Produced

Kimberly Padgett
Notary Public

Kimberly Padgett
Print or type name of Notary

(SEAL)

Kimberly Padgett
Notary Public, Cherokee County, Georgia
My Commission Expires September 28, 2010



Prepared By and Return To:
Kenneth G. Arsenault Jr., Esq.
Arsenault Law Group, P.A.
10225 Ulmerton Rd., Suite 2
Largo, FL 33771

SECOND
Amendment to Declaration of Condominium
of
WESTWINDS OF TREASURE ISLAND, a Condominium

The Declaration of Condominium for Westwinds of Treasure Island, a Condominium, was recorded on June 13, 2006 in O.R. Book 15181, Page 1018, Public Records of Pinellas County, Florida. The Developer, as of the date of recording this instrument owns all Units in the Condominium. The Declaration of Condominium is amended as follows:

1. Section 17.2 is amended to read as follows:

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)~~ **seven (7)** 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.

**SIGNATURE PAGE CONTINUED FOR SECOND AMENDEMENT TO
DECLARATION OF CONDOMINIUM**

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date below each signature.

WESTWINDS GROUP, LLC, a Florida limited liability company

Pat Farnsworth

Witness #1

Pat Farnsworth

Print Name #1

By: Arnold Bates
Arnold Bates, Managing Member

Date: January 31, 2007

Witness #2

Ana A. Ortiz

Print Name #2

STATE OF GEORGIA
COUNTY OF Cherokee

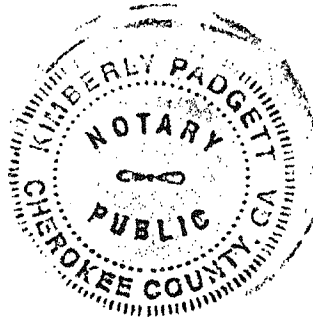
The foregoing instrument was acknowledged before me this 31 day of January, 2007, by Arnold Bates as Managing Member of Westwinds Group, LLC, a Florida limited liability company.

- Personally known
- Florida Driver's License
- Other Identification Produced

Kimberly Padgett
Notary Public
Kimberly Padgett
Print or type name of Notary

(SEAL)

Kimberly Padgett
Notary Public, Cherokee County, Georgia
My Commission Expires September 28, 2010



SIGNATURE PAGE CONTINUED FOR SECOND AMENDEMENT TO
DECLARATION OF CONDOMINIUM

BAY PINES MANOR, INC., a Florida
corporation

Deborah K. Blair
Witness #1
DEBORAH K. BLAIR

By: [Signature]
Richard J. Koda, President

Print Name #1
Dore Williams
Witness #2
Tina Williams
Print Name #2

Date: 1-19, 2007

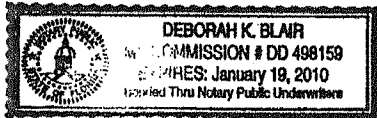
STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 19 day of January,
2007, by Richard J. Koda as President of Bay-Pines Manor, Inc., a Florida corporation.

- Personally known
- Florida Driver's License
- Other Identification Produced

Deborah K. Blair
Notary Public
DEBORAH K. BLAIR
Print or type name of Notary

(SEAL)



Prepared By and Return To:
Kenneth G. Arsenault, Jr., Esq.
Arsenault Law Office, P.A.
10225 Ulmerton Rd., Ste. #2
Largo, Florida 33771

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
WESTWINDS OF TREASURE ISLAND, A CONDOMINIUM

THIS THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OF WESTWINDS OF TREASURE ISLAND, A CONDOMINIUM (this "Amendment"), is made effective as of the ____ day of ____, 2012, by **WESTWINDS OF TREASURE ISLAND CONDOMINIUM ASSOCIATION, INC.**, a Florida not-for-profit corporation (hereinafter, the "Association"), for its successors, grantees and him assigns.

RECITALS

A. Westwinds Group, LLC. a Florida limited liability company (hereinafter, the "Developer"), recorded the Declaration of Condominium of Westwinds of Treasure Island, a Condominium, on June 13, 2006 in Official Records Book 15181, Page 1018, as amended by the Amendment to Declaration of Condominium and recorded in Official Records Book 15556, Page 1088, as amended by Second Amendment To Declaration Of Condominium recorded in Official Records Book 15628, Page 1134, as amended by Second Amendment To Declaration Westwinds of Treasure Island, A Condominium recorded in Official Records Book 16283, Page 1273, all of the Public Records of Pinellas County, Florida (collectively, the "Declaration")and the condominium plat of **WESTWINDS OF TREASURE ISLAND**, a Condominium has been recorded in Condominium Plat Book 143, at Pages 1 through 3, Public Records of Pinellas County, Florida; and

B. The Developer is no longer in control of the Association and pursuant to Section 6 of the Declaration, the Declaration may be amended by the approval (affirmative vote) of 2/3 of the votes of the entire membership of the Association at a meeting duly called for such purposes pursuant to the bylaws of the Association; and

C. Accordingly, the Association desires to amend the Declaration to conform the Declaration and its exhibits to the condominium project as constructed; and

D. All of the Unit Owners, pursuant to an Action by Unanimous Written Consent of the Members of the Association, voted to amend the Declaration as described in the foregoing recitals (the "Amendment"), which vote was sufficient to approve the Amendment; and

E. On or about _____, 2012, the Board of Directors authorized the President of the Association to execute this Amendment to evidence the revisions to the Declaration and By-Laws approved by the Unit Owners; and

F. Pursuant to Section 6.3 of the Declaration, the President of the Association has executed that certain Certificate of Association attached hereto as Exhibit "1" and incorporated herein by reference.

NOW, THEREFORE, the Association states as follows:

1. Recitals. The foregoing recitals and the exhibits attached hereto are true and correct and are incorporated herein by reference.

2. Capitalized Terms. All capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Declaration.

3. Amendment.

(a) Plot Plans. The recorded Plot Plans of the Declaration of Condominium recorded in Plat Book 143, Page 1 through 3 of the Public Records of Pinellas County, Florida and attached to the Declaration of Condominium of WESTWINDS OF TREASURE ISLAND,, a Condominium are hereby deleted in its entirety and is replaced by the plot plans attached hereto as Exhibit "2".

(b) Declaration Text. The Association hereby amends the Declaration by underlining new text to be added and striking through text to be deleted in the Declaration as set forth in Exhibit "3" attached hereto and incorporated herein by reference.

4. Remaining Provisions Unaffected. Except as hereby amended, the terms and provisions of the Declaration are unaffected by this Amendment and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Amendment on behalf of the Association on the date and year first written above.

Signed, sealed and delivered
in the presence of

**WESTWINDS OF TREASURE ISLAND
ASSOCIATION, INC.**, a Florida not-for-
Profit corporation

Print Name: _____

By: _____
Thomas A. Tosi, Its President

Print Name: _____

Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Thomas A. Tosi, as President of Westwinds of Treasure Island CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

EXHIBIT "1"

Certificate of Association

The undersigned as President hereby certifies that the foregoing Amendments were duly adopted by the membership of the Association by unanimous written consent. The Declaration of Condominium of Westwinds of Treasure Island, a Condominium was recorded on June 13, 2006 in Official Records Book 15181, Page 1018, as amended by the Amendment to Declaration of Condominium and recorded in Official Records Book 15556, Page 1088, as amended by Second Amendment To Declaration Of Condominium recorded in Official Records Book 15628, Page 1134, as amended by Second Amendment To Declaration Westwinds of Treasure Island, A Condominium recorded in Official Records Book 16283, Page 1273, all of the Public Records of Pinellas County, Florida

Signed, sealed and delivered
In the presence of:

**WESTWINDS OF TREASURE ISLAND
CONDOMINIUM ASSOCIATION, INC.,** a
Florida not-for- Profit corporation

Print Name: _____

By: _____
Thomas A. Tosi, Its President

Print Name: _____

Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Thomas A. Tosi, as President of WESTWINDS OF TREASURE ISLAND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
Print Name: _____
Serial Number: _____
My Commission Expires: _____

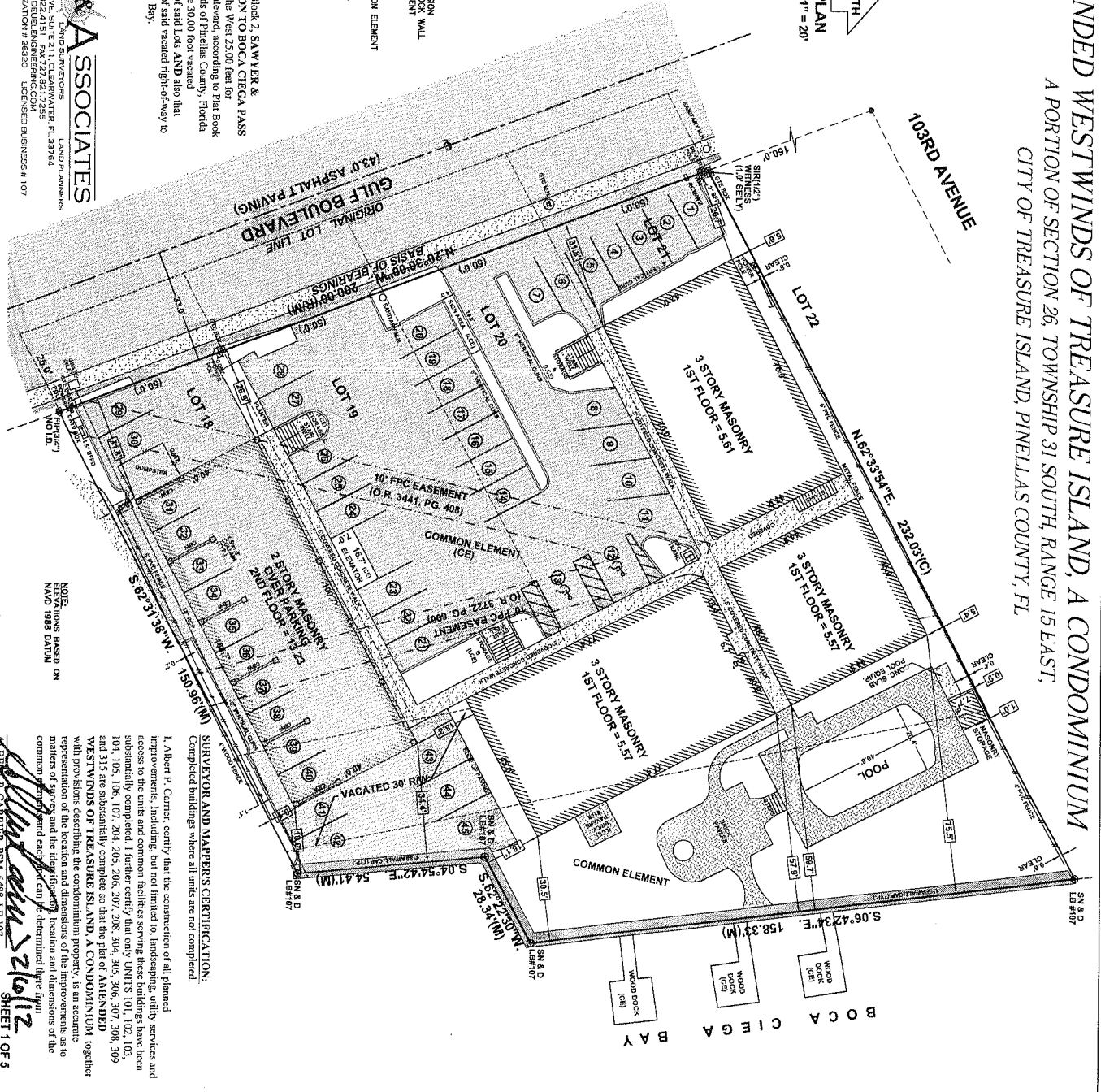
EXHIBIT "2"

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

NORTH
 SITE PLAN
 SCALE: 1" = 20'

- LEGEND**
- C/WV CABLE TELEVISION WALL
 - CEW COMMON ELEMENT
 - CE COMMON ELEMENT
 - C CENTERLINE
 - R FOUND
 - LCE LIMITED COMMON ELEMENT
 - MHD MANHOLE
 - R/W RIGHT OF WAY
 - S SET
 - WM WATER METER

DESCRIPTION:
 Lots 18, 19, 20 and 21, Block 2, SAWYER & HARRILL'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.



DEUEL & ASSOCIATES
 CONSULTING ENGINEERS
 4625 EAST BAY DRIVE, SUITE 211, CLEARWATER, FL 33764
 WWW.DEUEL-ENGINEERING.COM
 CERTIFICATE OF AUTHORIZATION # 28320 LICENSED BUSINESS # 107

NOTES:
 1. THIS PLAN IS BASED ON
 NAD 1983 DATUM

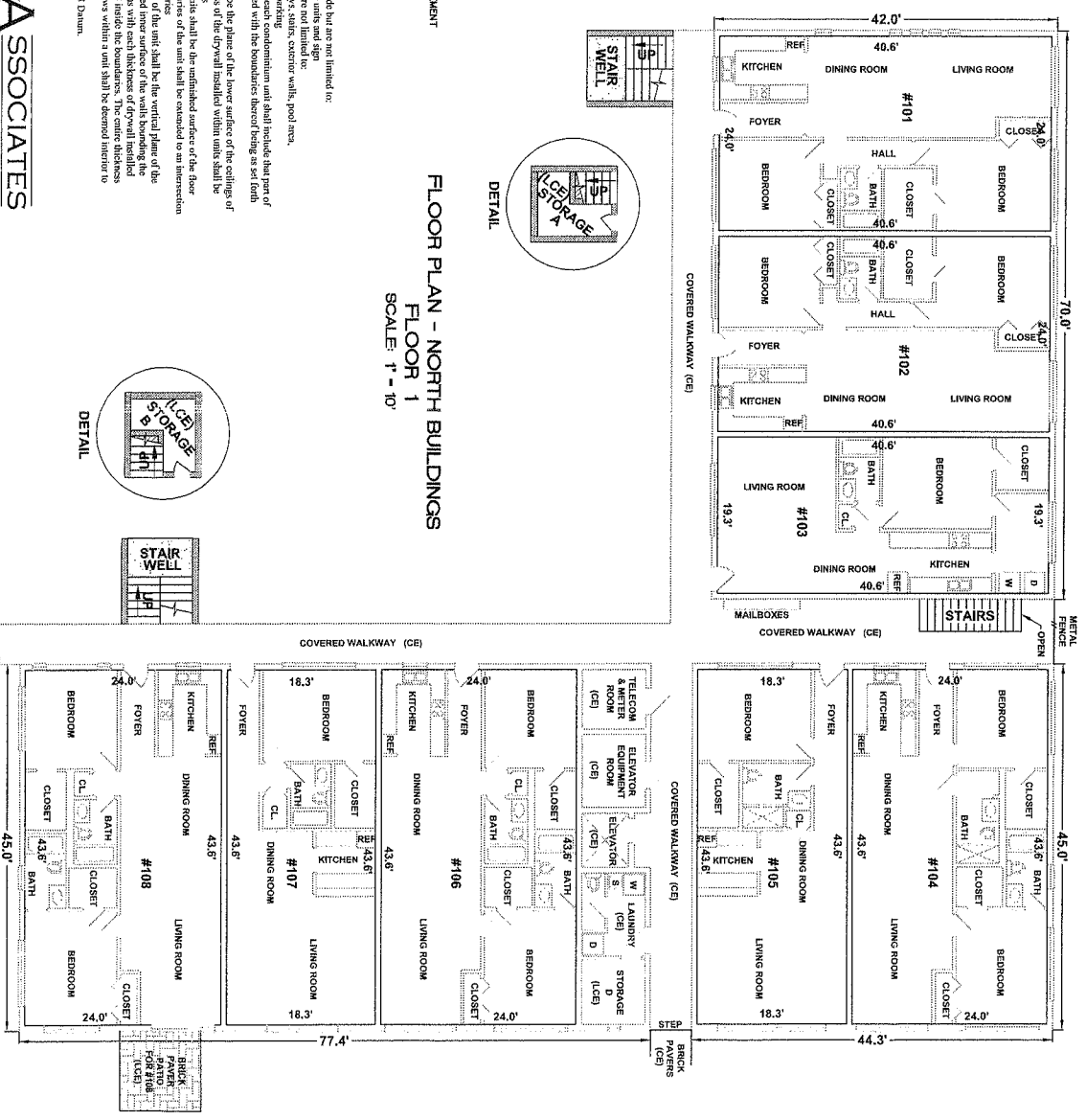
SURVEYOR AND MAPPER'S CERTIFICATION:
 Completed buildings where all units are not completed.

I, Albert P. Carrillo, certify that the construction of all planned improvements, including, but not limited to, landscaping, utility services and access to the units and common facilities serving these buildings have been substantially completed. I further certify that only UNITS 101, 102, 103, 104, 105, 106, 107, 204, 205, 206, 207, 208, 304, 305, 306, 307, 308, 309 and 315 are substantially complete so that the plat of AMENDED WESTWINDS OF TREASURE ISLAND, A CONDOMINIUM together with provisions describing the condominium property, is an accurate representation of the location and dimensions of the improvements as to matters of survey and the identification, location and dimensions of the common improvements and can be determined therefrom.

Albert P. Carrillo
 Albert P. Carrillo PSM, 6488, LB 107

SHEET 1 OF 5

AMENDED WEST WINDS OF TREASURE ISLAND, A CONDOMINIUM
 A PORTION OF SECTION 26, TOWNSHIP 31 SOUTH, RANGE 15 EAST,
 CITY OF TREASURE ISLAND, PINELLAS COUNTY, FL

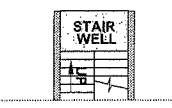
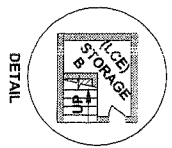


FLOOR PLAN - NORTH BUILDINGS
FLOOR 1
 SCALE: 1" = 10'

LEGEND

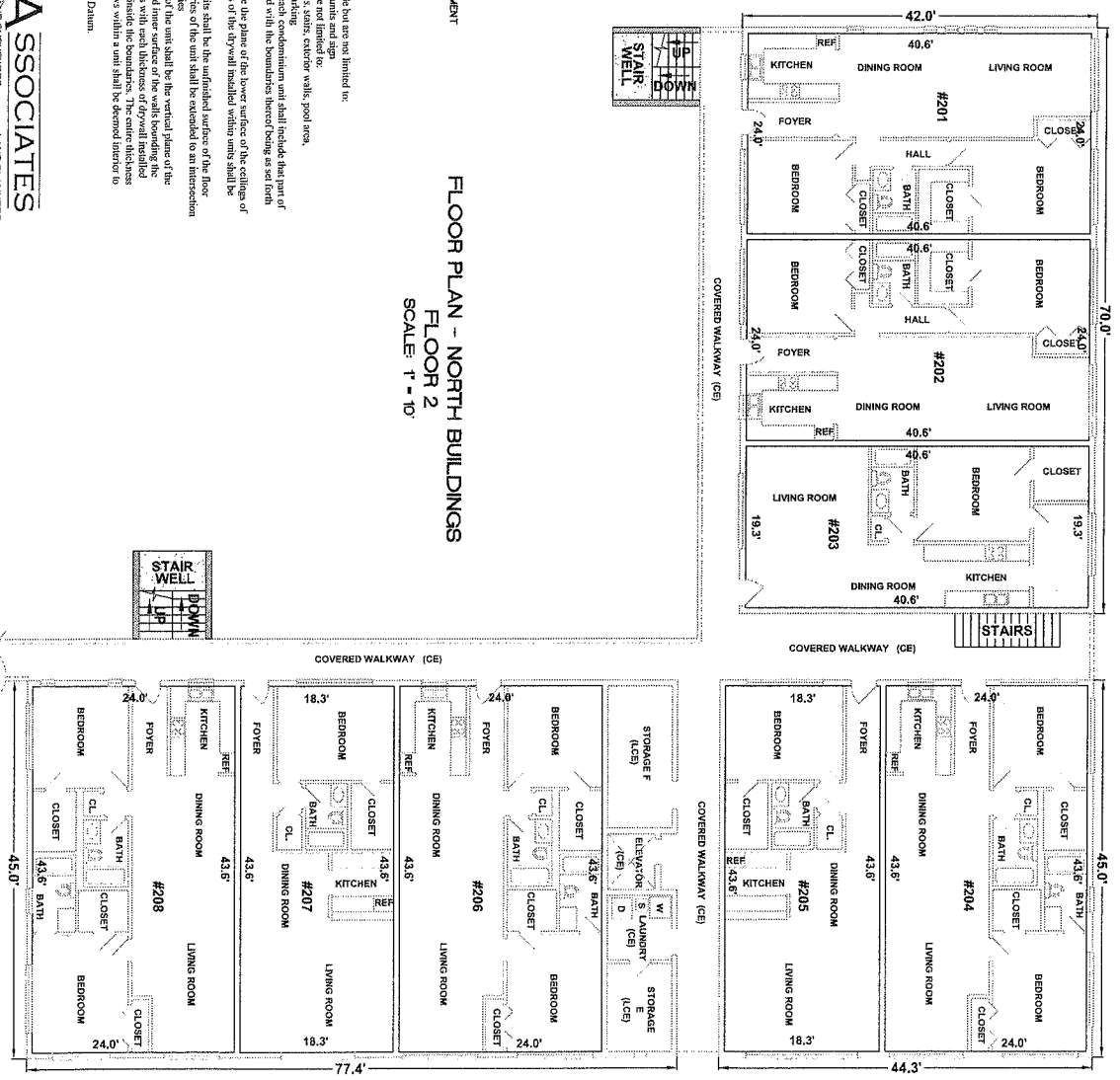
| | |
|-----|------------------------|
| CL | COMMON ELEMENT |
| CL | CLOSET |
| D | DRYER |
| CE | COVERED COMMON ELEMENT |
| REF | REFRIGERATOR |
| S | SINK |
| W | WASHER |

- SURVEYOR'S NOTES:**
- Limited common elements include but are not limited to: assigned parking spaces, storage units and sign.
 - Common elements include but are not limited to: elevator, elevator shaft, walkways, stairs, concave walls, pool area, etc.
 - Condominium Unit boundaries: each condominium unit shall include that part of building within which it is located with the boundaries thereof being as set forth hereon, below:
 - The upper boundaries shall be the plane of the lower surface of the ceiling of the unit.
 - The lower boundary of all units shall be the finished surface of the floor of the unit.
 - The horizontal boundaries of the unit shall be the vertical plane of the unit extended to intersections with each thickness of drywall installed within units shall be deemed inside the boundaries. The center thickness of the glass walls and windows within a unit shall be deemed interior to boundaries.
 - Easement based on N.A.V.D. 1988 Datum.



DEUEL & ASSOCIATES
 CONSULTING ENGINEERS
 LAND SURVEYORS
 LAND PLANNING
 4625 EAST BAY DRIVE, SUITE 211, CLEARWATER, FL 33764
 PHONE: 727.224.1511 FAX: 727.221.7255
 WWW.DEUEL-AND-ASSOCIATES.COM
 CERTIFICATE OF AUTHORIZATION # 26320 LICENSED BUSINESS # 107

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



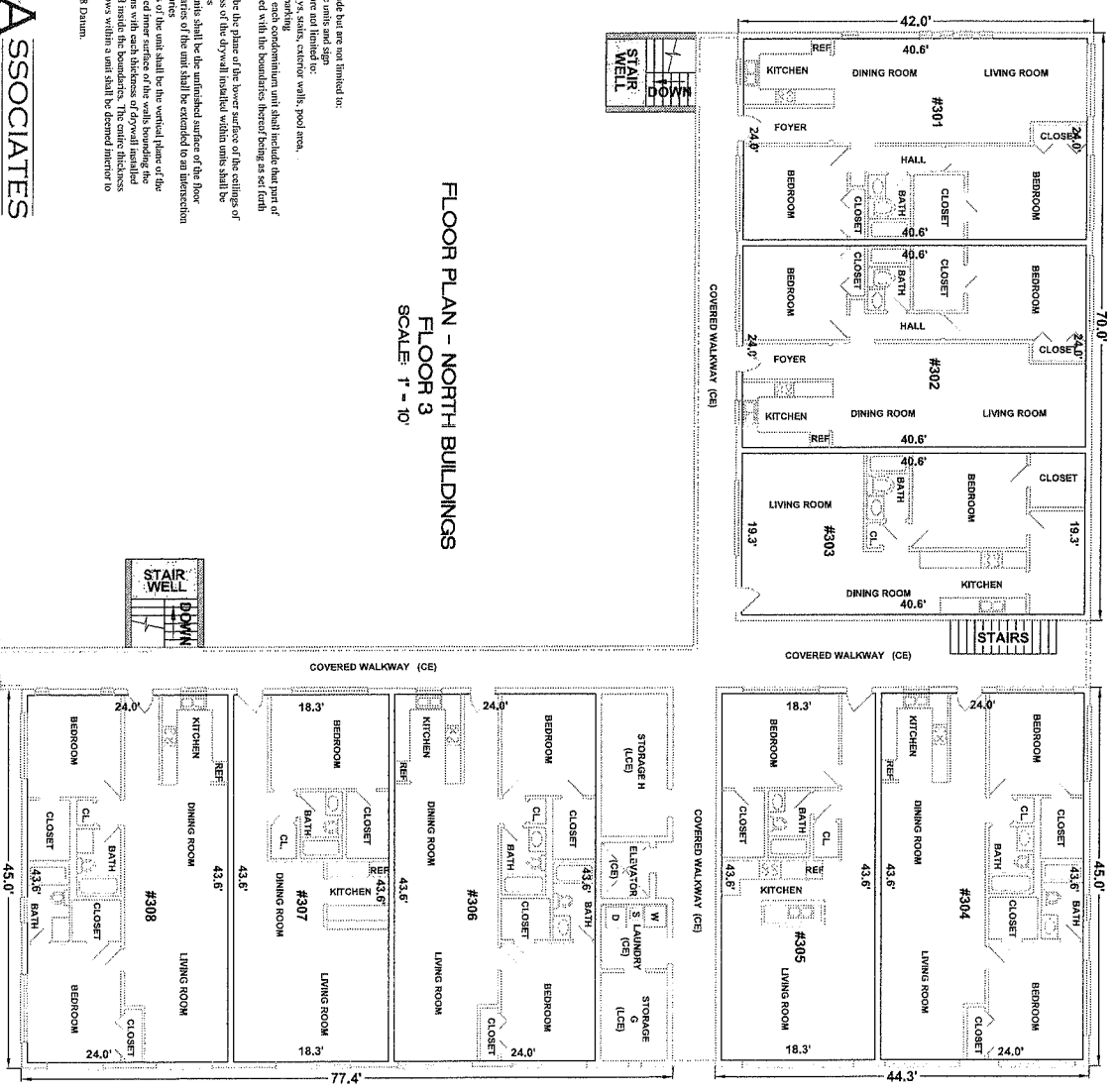
FLOOR PLAN - NORTH BUILDINGS
FLOOR 2
 SCALE: 1" = 10'

- LEGEND**
- CL CLOSET
 - DR DRYER
 - REF REFRIGERATOR
 - S SINK
 - W WASHER

- SURVEYORS NOTES:**
1. Limited common elements include but are not limited to: assigned parking spaces, storage units and signs.
 2. Common elements include but are not limited to: elevator, elevator shaft, walkways, stairs, exterior walk, pool area, deck, locks and managed parking.
 3. The boundary of the condominium unit shall include that part of building within which it is located with the boundaries thereof being as set forth herein below:
 - A.) The upper boundaries shall be the plane of the lower surface of the ceiling of each unit, the entire thickness of the drywall installed within units shall be included.
 - B.) The lower boundary of all units shall be the unfinished surface of the floor with the perimeteral boundaries.
 - C.) The upper and lower boundaries of the unit shall be the vertical plane of the unit extended to intersections with each thickness of drywall installed within units shall be deemed inside the boundaries. The entire thickness of the glass walls and windows within a unit shall be deemed interior to boundaries.
 - 4. Elevation based on NAVD 1988 Datum.

DEUEL & ASSOCIATES
 CONSULTING ENGINEERS AND SURVEYORS
 LAND SURVEYORS
 4625 EAST BAYDRIVE, SUITE 211, CLEARWATER, FL 33764
 PHONE: 727-292-4151 FAX: 727-462-1725
 CERTIFICATE OF AUTHORIZATION # 28230 LICENSED BUSINESS # 107

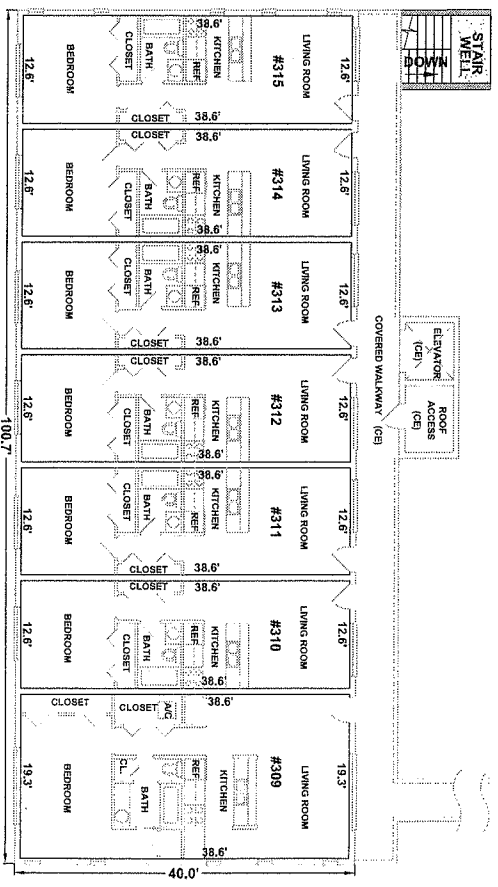
AMENDED WEST WINDS OF TREASURE ISLAND, A CONDOMINIUM
 A PORTION OF SECTION 26, TOWNSHIP 31 SOUTH, RANGE 15 EAST,
 CITY OF TREASURE ISLAND, PINELLAS COUNTY, FL



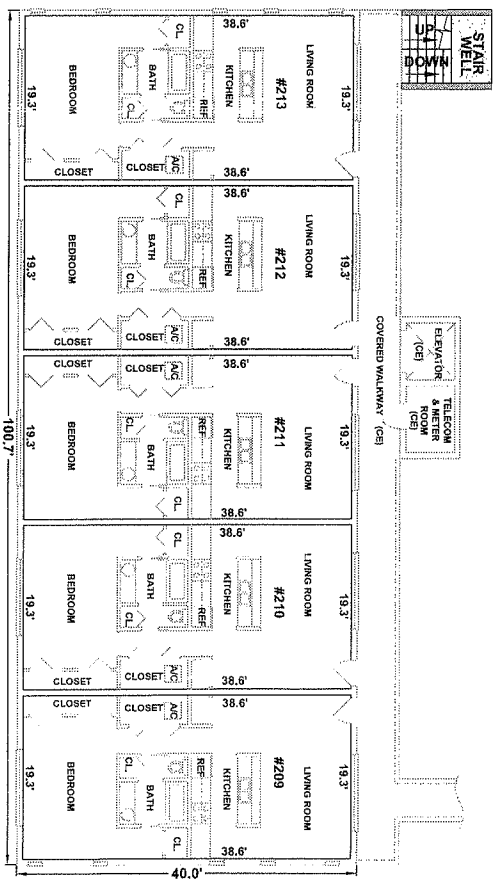
- SURVEYOR'S NOTES:**
1. Limited common elements include but are not limited to: assigned parking spaces, storage units and signs.
 2. Common elements include but are not limited to: elevator, elevator shaft, walkways, stairs, exterior walls, pool area, deck, pool, deck and assigned parking.
 3. The perimeter of the common elements shall include the part of the building within which it is located with the boundaries thereof being as set forth herein below:
 - A.) The upper boundaries shall be the plane of the lower surface of the ceiling of each unit, the entire thickness of the drywall installed within units shall be REF.
 - B.) The lower boundary of all units shall be the unfinished surface of the floor with the perimeteral boundaries of the unit shall be extended to an elevation D.) The perimeteral boundaries of the unit shall be the vertical plane of the unit extended to intersections with each thickness of drywall installed within units shall be deemed inside the boundaries. The entire thickness of the glass walls and windows within a unit shall be deemed interior to boundaries.
 4. Elevation based on NAVD 1988 Datum.

DEUEL & ASSOCIATES
 CONSULTING ENGINEERS
 LAND SURVEYORS
 LAND PLANNERS
 4625 EAST BAY DRIVE, SUITE 211, CLEARWATER, FL 33764
 PHONE: 727-422-4151, FAX: 727-422-7235
 CERTIFICATE OF AUTHORIZATION # 20320 LICENSED BUSINESS # 107

AMENDED WEST WINDS OF TREASURE ISLAND, A CONDOMINIUM
 A PORTION OF SECTION 26, TOWNSHIP 31 SOUTH, RANGE 15 EAST,
 CITY OF TREASURE ISLAND, PINELLAS COUNTY, FL



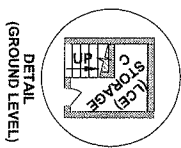
FLOOR PLAN - SOUTH BUILDING
FLOOR 3
 SCALE: 1" = 10'



FLOOR PLAN - SOUTH BUILDING
FLOOR 2
 SCALE: 1" = 10'

LEGEND

| | |
|-----|----------------|
| CL | COMMON ELEMENT |
| CL | CLOSET |
| D | DRYER |
| REF | REFRIGERATOR |
| S | SINK |
| W | WASHER |



DETAIL
 (GROUND LEVEL)

- SUBDIVISION NOTES:**
1. Limited common elements include, but are not limited to: assigned parking spaces, storage units and signs.
 2. Common elements include but are not limited to: elevator, elevator shaft, walkways, stairs, exterior walls, pool area, deck, patios and unassigned parking.
 3. The perimeter boundaries of a condominium unit shall include that part of building within which it is located with the boundaries thereof being as set forth herein below:
 - A.) The upper boundaries shall be the plane of the lower surface of the ceilings of each unit, the center thickness of the drywall installed within units shall be B.) The lower boundary of all units shall be the ungridded surface of the floor with the perimeteral boundaries.
 - C.) The upper and lower boundaries of the unit shall be extended to an intersection with the perimeteral boundaries.
 - D.) The perimeteral boundaries of the unit shall be the vertical plane of the exterior wall and the vertical plane of the wall separating the unit from the adjacent unit. The center thickness of the glass walls and windows within units shall be deemed inside the boundaries. The center thickness of the glass walls and windows within a unit shall be deemed interior to boundaries.
 4. Elevators based on N.A.V.D. 1988 Datum.

DEUEL & ASSOCIATES
 CONSULTING ENGINEERS
 LAND SURVEYORS
 LAND PLANNERS
 4825 EAST BAY DRIVE, SUITE 211, CLEARWATER, FL 33764
 PH: 727.822.4151 FAX: 727.821.7255
 CERTIFICATE OF AUTHORIZATION # 262820 LICENSED BUSINESS # 107

EXHIBIT "3"

Amendments to Declaration Text

Section 3.3 Limited Common Elements, is amended in its entirety as follows:

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 (or if not assigned by Developer, by any "Bulk Buyer" as defined by section 718.703(2), Florida Statutes 2011), 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 or guest or invitee of a Unit Owner.

"(b) Balcony/Patio/Deck. Any Balcony, Patio or Deck as to which direct and exclusive access shall be afforded to any particular Unit to the exclusion of all others shall be a Limited Common Element of such Unit and shall be the maintenance responsibility of the Association.

(c) Storage Spaces. Storage spaces located as shown on Exhibit "2" as Storage A through F shall be the Limited Common Elements of Unit 103 and the interior thereof (i.e. paint on walls, ceilings and floor coverings) shall be the maintenance responsibility of the owner of Unit 103. This section may not be amended without the consent of the owner of Unit 103.

(d) Sign. The electronic portion (or replacement thereof from time to time) of the sign located on the sign parcel as shown on Exhibit "2" shall be a Limited Common Element of the Owner of Unit 103 and shall be the maintenance responsibility of the owner of Unit 103. The sign parcel and the sign itself (other than the electronic portion) shall be a

Common Element. This section may not be amended without the consent of the owner of Unit 103.

Section 3.4 (f) is amended in its entirety as follows:

Sales/Rental Activity. For as long as the Developer or a Bulk Buyer is offering Units for sale or rent in the ordinary course of business, the Developer or a Bulk Buyer, 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/renters and to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease rent. ~~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.

Section 7.1 Units and Limited Common Elements is amended in its entirety to read as follows:

- 7.1 Units and Limited Common Elements. Except as may otherwise be specifically provided, 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.

Section 13.7 Unit Owners Personal Coverage is amended in its entirety read as follows:

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 an Owner' s Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner 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.~~ Each Unit Owner shall carry a policy of insurance commonly referred to as a Condominium Unit Owners Policy (Form HO-6). Such policy shall, at a minimum conform to the specifications set forth in section 627.714, Florida Statutes, as amended from time to time.

Section 16.1 Occupancy. is hereby amended in its entirety as follows:

“Occupancy. Each Unit may be used as a transient or permanent 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. As an alternative to the use for residential purposes, Unit Number 103 may be used as a sales and/or rental office. The provisions of this subsection 16.1 shall not be applicable to Units used by the Developer (or any Bulk Buyer as defined by section 718.703(2), Florida Statutes 2011) for model apartments, guest accommodations, sales or other offices or management services and with respect to the allowable uses for Unit Number 103 may not be amended without the written consent of the owner of Unit Number 103.

Section 16.3 Pets. Is hereby amended in its entirety to read as follows:

Pets. Each Unit may house ~~one (1)~~ two (2) household pets in the Unit, to be limited to dogs or cats weighing not more than ~~twenty (20)~~ fifty (50) pounds each 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 and approved by the Association. No

aggressive breeds of dogs such as Pit Bulls, Chows, Wolf mix, German Sheppard, Husky, American Staffordshire Terrier, Presa Canario, Doberman Pinchers, and Rottweilers shall be allowed. 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 leases 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 (or any Bulk Buyer as defined by section 718.703(2), Florida Statutes 2011) shall be allowed to house one (1) dog or cat with a weight in excess of ~~twenty (20)~~ fifty (50) 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.

Section 16.10 Window Treatments is amended to read as follows:

16.10 Window Treatments. Only cloth, wood or metal window treatments shall be allowed in the Windows. Only white window coverings may face the exterior of the unit. No foil or similar materials shall be placed on the windows.

Section 17.2 Per Diem Charge is hereby deleted in its entirety to read as follows:

1. Section 17.2 is amended to read as follows:

~~“Leases”~~ “Rental and Lease Agreements”. No portion of a Unit other than an entire Unit, may be rented or leased. All leases agreements to occupy a Unit for three (3) months or more (a "lease") 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 rental agreement and signed statement that he has the Condominium documents. No ~~lease~~rental agreement shall be valid for a term of less than seven ~~(7)~~ one (1) days. Rental Agreements (i.e. agreements to occupy a unit for less than three (3) months) shall provide for terms and conditions commonly found in other similarly situated transient rental properties in Treasure Island, Florida with respect to the use and occupancy of such rental Unit. The Association shall not interfere or restrict, directly or indirectly, the Owner of Unit Number 103's ability to conduct rental or sales activities on the Condominium Property. Regardless of whether or not expressed in the applicable rental agreement, 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 (or any Bulk Buyer as defined by section 718.703(2), Florida Statutes 2011) shall be exempt from this Section. This Section may not be amended without the written consent of the Owner of Unit Number 103.

Amendment To By-Laws Text

Section 4.1 of the Bylaws is hereby amended in its entirety to read as follows:

"Membership. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than five (5) directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership. ~~Directors, other than designees of Developer, must be unit Owners.~~ A person who has been convicted of any felony by any court of record in the United States and who has not had the right to vote restored pursuant to the law of the jurisdiction of residence is not eligible for board membership. The validity of an action by the Board is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a felony."

Prepared by & Return to:
Kenneth G. Arsenaault, Jr., Esq.
Arsenaault Law Offices, P.A.
10225 Ulmerton Road, Suite #2
Largo, Florida 33771

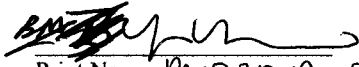
CERTIFICATE OF AMENDMENT OF DECLARATION OF CONDOMINIUM
OF
WESTWINDS OF TREASURE ISLAND, A CONDOMINIUM

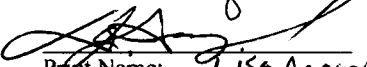
THIS IS TO CERTIFY THAT:

1. Exhibit "A" attached hereto is a Resolution amending the Declaration of Condominium of WESTWINDS OF TREASURE ISLAND CONDOMINIUM ASSOCIATION, INC.
2. The Declaration of Condominium of WESTWINDS OF TREASURE ISLAND, A CONDOMINIUM, is recorded in O.R. Book 15181, beginning at page 1018, as amended and the plat is recorded in Plat Book 143, beginning at page 1, as amended, all of the Public Records of Pinellas County, Florida.
3. The Resolution attached hereto as Exhibit "A" was duly adopted by a majority of the Board of Directors of WESTWINDS OF TREASURE ISLAND CONDOMINIUM ASSOCIATION, INC., and by Unit Owners owning in excess of two thirds of the Units of WESTWINDS OF TREASURE ISLAND CONDOMINIUM ASSOCIATION, INC., by consent and joinder to this amendment and at a meeting of owners duly held on January 9, 2013, all in accordance with the requirements of the Declaration of Condominium of WESTWINDS OF TREASURE ISLAND, A CONDOMINIUM.
4. The adoption of said Resolution appears upon the Minutes of the above-mentioned meeting and is unrevoked.

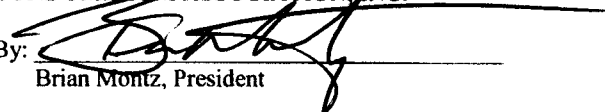
Executed at Treasure Island, Pinellas County, Florida, on this 29th day of Jan, 2014.

WITNESSES:


Print Name: Megan Mosler

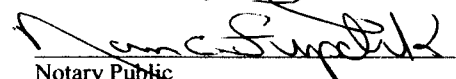

Print Name: Lisa Angerano

WESTWINDS OF TREASURE ISLAND CONDOMINIUM ASSOCIATION, INC.

By: 
Brian Montz, President

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 29th day of Jan, 2014, by Brian Montz as President of WESTWINDS OF TREASURE ISLAND CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation, who is personally known to me.
Florida Deeds Lic.


Notary Public
My Commission Expires: June 30, 2015



Prepared By and Return To:
Kenneth G. Arsenault, Jr., Esq.
Arsenault Law Office, P.A.
10225 Ulmerton Rd., Ste. #2
Largo, Florida 33771

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
WESTWINDS OF TREASURE ISLAND, A CONDOMINIUM

THIS THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OF WESTWINDS OF TREASURE ISLAND, A CONDOMINIUM (this "Amendment"), is made effective as of the 23rd day of April, 2012, by **WESTWINDS OF TREASURE ISLAND CONDOMINIUM ASSOCIATION, INC.**, a Florida not-for-profit corporation (hereinafter, the "Association"), for its successors, grantees and him assigns.

RECITALS

A. Westwinds Group, LLC. a Florida limited liability company (hereinafter, the "Developer"), recorded the Declaration of Condominium of Westwinds of Treasure Island, a Condominium, on June 13, 2006 in Official Records Book 15181, Page 1018, as amended by the Amendment to Declaration of Condominium and recorded in Official Records Book 15556, Page 1088, as amended by Second Amendment To Declaration Of Condominium recorded in Official Records Book 15628, Page 1134, as amended by Second Amendment To Declaration Westwinds of Treasure Island, A Condominium recorded in Official Records Book 16283, Page 1273, all of the Public Records of Pinellas County, Florida (collectively, the "Declaration") and the condominium plat of **WESTWINDS OF TREASURE ISLAND**, a Condominium has been recorded in Condominium Plat Book 143, at Pages 1 through 3, Public Records of Pinellas County, Florida; and

B. The Developer is no longer in control of the Association and pursuant to Section 6 of the Declaration, the Declaration may be amended by the approval (affirmative vote) of 2/3 of the votes of the entire membership of the Association at a meeting duly called for such purposes pursuant to the bylaws of the Association; and

C. Accordingly, the Association desires to amend the Declaration to conform the Declaration and its exhibits to the condominium project as constructed; and

D. All of the Unit Owners, pursuant to an Action by Unanimous Written Consent of the Members of the Association, voted to amend the Declaration as described in the foregoing recitals (the "Amendment"), which vote was sufficient to approve the Amendment; and

E. On or about February 24, 2012, the Board of Directors authorized the President of the Association to execute this Amendment to evidence the revisions to the Declaration and By-Laws approved by the Unit Owners; and

Prepared By and Return To:
Kenneth G. Arsenault Jr., Esq.
Arsenault Law Group, P.A.
10225 Ulmerton Rd., Suite 2
Largo, FL 33771

SECOND
Amendment to Declaration of Condominium
of
WESTWINDS OF TREASURE ISLAND, a Condominium

The Declaration of Condominium for Westwinds of Treasure Island, a Condominium, was recorded on June 13, 2006 in O.R. Book 15181, Page 1018, Public Records of Pinellas County, Florida. The Developer as of the date of recording this instrument owns all Units in the Condominium. The Declaration of Condominium is amended as follows:

1. Section 17.2 is amended to read as follows:

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)~~ **seven (7)** 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.

Prepared By and Return To:
Kenneth G. Arsenaunt Jr., Esq.
Arsenaunt Law Group, P.A.
10225 Ulmerton Rd., Suite 2
Largo, FL 33771

Amendment to Declaration of Condominium
of
WESTWINDS OF TREASURE ISLAND, a Condominium

The Declaration of Condominium for Westwinds of Treasure Island, a Condominium, was recorded on June 13, 2006 in O.R. Book 15181, Page 1018, Public Records of Pinellas County, Florida. The Developer as of the date of recording this instrument owns all Units in the Condominium. The Declaration of Condominium is amended as follows:

1. The first sentence which reads **WESTWINDS GROUP, LLC, a Florida limited liability company**, ("Developer"), hereby declares: is amended to read **WESTWINDS GROUP, LLC, a Florida limited liability company, and Bay Pines Manor, Inc., a Florida corporation** ("Developer"), hereby declares:

2. The first sentence of Section 2.15 is amended in its entirety to read: "Developer" means WESTWINDS GROUP, LLC, a Florida limited liability company, and Bay Pines Manor, Inc., a Florida corporation, their 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.

3. The signature block for the Developer, was incomplete and Bay Pines Manor, Inc. a Florida corporation desires to join in and execute the Declaration of Condominium with this document as if it had executed the Declaration of Condominium recorded in O.R. Book 15181, Page 1018, Public Records of Pinellas County, Florida as a Declarant.

4. Bay Pines Manor, Inc., a Florida Corporation, ratifies and confirms the Condominium Plat Recorded in Plat Book 143, Page 1, Public Records of Pinellas County, Florida.

WESTWINDS GROUP, LLC, a Florida limited liability company

By: Arnold L. Bates
Arnold Bates, Managing Member

Mary Paula Chance

Witness #1
MARY PAULA CHANCE

Print Name #1
Kimberly Padgett

Witness #2
Kimberly Padgett

Print Name #2

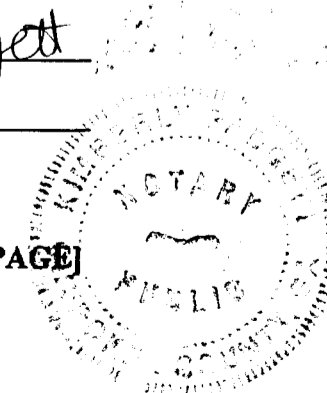
STATE OF GEORGIA
COUNTY OF Cherokee

The foregoing instrument was acknowledged before me this 26 day of December, 2006, by Arnold Bates as Managing Member of Westwinds Group, LLC, a Florida limited liability company.

Personally known
 Florida Driver's License
 Other Identification Produced

Kimberly Padgett
Notary Public, Cherokee County, Georgia
My Commission Expires September 28, 2010

Kimberly Padgett
Notary Public
Kimberly Padgett
Print or type name of Notary
(SEAL)



[SIGNATURE PAGE FOR BAY PINES MANOR, INC. ON FOLLOWING PAGE]