DECLARATION OF CONDOMINIUM

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Declaration of Condominium
Of
Mainlands of Tamarac by the Gulf, Unit No. Three
A Condominium

MADE this 20th day of January, 1970, by BEHRING WEST, INC., a Florida Corporation herein called the Developer, for itself, its successors, grantees and assigns.

WHEREIN the Developer makes the following declaration:

1. Purpose:
The purpose of this Declaration is to submit the lands herein described and the improvements to be constructed thereon to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, herein called the Condominium Act.

1.A. Name and Address. The name by which this Condominium is to be identified is MAINLANDS OF TAMARAC BY THE GULF, UNIT NO. THREE, a Condominium, and its address is Pinellas Park, Florida 33782.

1.B. Plans and Specifications. The Condominium is to be constructed substantially in accordance with plans for the Developer, which plans and specifications have been filed and recorded herewith as Exhibit "A," and survey prepared by West Coast Engineering Corporation, Registered Land Surveyor, on July 30, 1969, being Order Number 1433, which is attached thereto.

1.C. The land. The lands owned by the Developer, which are hereby submitted to the condominium form of ownership, are the following described lands, lying in Pinellas County, Florida to wit:

CONDOMINIUM PLATS PERTAINING HERETO ARE RECORDED IN CONDOMINIUM PLAT BOOK 5, PAGES 19 THROUGH 28.

OFFICIAL RECORDS Containing all Amendments Through February, 7, 2008

2. Development Plan:
The development plan of condominium ownership for said property will, and does by these presents, divide said real property into the following separate freehold estates;

2.A. Three hundred fifty three (353) separately designated and legally described freehold estates consisting of all of the land and improvements thereon, as described in that certain Condominium as recorded in
2.B. A freehold estate consisting of all the real property heretofore described in this Declaration and subject to the condominium, less and excepting therefrom the “condominium units” hereinabove referred to in Sub-paragraph A, of this Paragraph 2, which estate (consisting of the freehold estate and the aforesaid easement) is referred as the “Common Elements”, which shall include but is not limited to the street areas, ingress and egress to United States Highway nineteen (19), swales, sidewalks, water and sewer lines, storm drains and the drainage system of the properties, conduits and street lighting located within the easement area above reserved and specifically made a part of the aforesaid common elements.

2.C. The areas designated as “roads”, “drives”, “sidewalks”, ingress and egress to United States Highway Nineteen (19), “swales”, “driveways”, all of which are within the easement heretofore set out, shall be utilized by all of the members of the Condominium in accordance with this Declaration and the By-laws filed herewith, and said easement and all rights appurtenant thereto are specifically made a portion of the "common elements" and said easement to remain in existence for the life of the Condominium.

2.D. The undivided interest in the “common elements” hereby established, and which shall be conveyed with each respective "condominium unit" is, and shall be a one/three hundred and fifty-third of the total.

3. Definitions:
The terms used herein or in the exhibits attached hereto shall have the meanings stated in The Condominium Act and as follows, unless the context otherwise requires:

3.A. Unit means unit as defined by the Condominium Act.

3.B. Unit owner means unit owner as defined by the Condominium Act.

3.C. Association means MAINLANDS OF TAMARAC BY THE GULF, UNIT NO. THREE. ASSOCIATION, INC. and its successors.

3.D. Common Elements shall include the tangible personal property required for the maintenance and operation of the condominium, even though owned by the Association, as well as the items stated in the Condominium Act.

3.E. Common Expenses include: Amended October 25, 2003
3.E.1. Expenses of administration, expense of maintenance, operation, repair or replacement of the common elements, and of the portions of units to be maintained by the Association; rental, taxes, special assessments, insurance, maintenance, operation, repair, replacement, alteration or improvement of the swimming pool, pool deck, recreational improvements, and facilities located upon the land subject to the Ninety-nine year lease to the Association, a copy of which is attached hereto as Exhibit “E”.

3.E.2. Expenses declared common expenses by provisions of this Declaration or the By-Laws.

3.E.3. Any valid charge against the Condominium as a whole, including any and all utility charges, such as water, sewer and trash, but not limited thereto which are billed to the Association for all units within the Condominium.

3.F. Condominium means all the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

3.G. Singular, Plural, Gender; Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

3.H. Utility Services as used in the Condominium Act and construed with reference to this Condominium, and as used in the Declaration and By-laws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal.

4. The Units:
The units of the Condominium are more particularly described and the rights of their owners established, as follows:

4.A. Unit Symbols. Each unit is identified by a unit symbol designating the location of such unit.

4.B. Appurtenances to Units. The owner of each unit shall own a share and certain interests in the condominium property which are appurtenant to his unit, including but not limited to the following items which are appurtenant to the several units as indicated.

4.B.1. Common Elements and Common Surplus. The undivided interest in the common elements and common surplus which is appurtenant to each unit is an undivided 1/353rd each to each of the 353 units.
4.B.2. Association. The membership of each unit owner in the Association and the interest of each unit owner in the funds and assets held by the Association.

4.C. Unit Boundaries. Each unit shall include that part of the condominium property which lies within the boundaries of the unit, which boundaries shall be determined, as follows:

4.C.1. Upper and lower Boundaries. The upper and lower boundaries of each unit shall be determined in the same manner and under the same laws which establish the upper and lower boundaries of a parcel of real property, title to which is held in fee simple.

4.C.2. Perimetrical boundaries. The Perimetrical boundaries of each unit shall be as shown on the plans and specifications attached hereto as Exhibit “A” wherein each unit is identified and the Perimetrical boundaries indicated by four intersecting straight or curved lines surrounding the unit identification symbol.

5. Maintenance, Alteration, and Improvement.
The responsibility for the maintenance of the condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

5.A. Units:

5.A.1. Sprinkler System. The Association shall operate, maintain, repair and alter a fresh water sprinkler system constructed over, through and upon all the condominium property; accordingly there is hereby reserved in favor of the Association the right to operate, maintain, repair and alter a fresh water sprinkler system over, through and upon all the condominium property, and the owners of all units shall be liable to the Association for a pro-rata share, as hereinafter set forth, of the reasonable cost of operation of said system, and the maintenance alteration, repair and replacement of said system including that portion of the sprinkler system lying within and upon each condominium unit.

5.A.2. Lawn maintenance and spraying. The Association shall maintain and care for all lawns within the condominium property; accordingly, there is hereby reserved in favor of the Association the right to enter over, through, and upon all the condominium property for the purpose of maintaining and caring for the lawns located hereon. Each owner of a unit is hereby made liable to the Association for a pro-rata share, as hereinafter set forth of the reasonable cost of all such maintenance and care from time to time performed by the
Association. “Maintenance and care” within the meaning of this subparagraph (2) shall include mowing, edging, fertilizing and spraying of lawns. Each such owner shall be further liable to the Association for a pro-rata share, as hereinafter set forth, of the reasonable cost of required replacement of sod, (as the same shall be determined from time to time by the Association in its sole discretion) upon any of the condominium property including the cost of replacing of sod upon the owner’s unit. In the exercise of its discretion in this regard, the Association shall be governed by the principal that all lawns shall be fully maintained free from unsightly bald spot or dead grass, and uniform in texture and appearance with surrounding lawns in the condominium.

5.A.3. Exterior maintenance and Repair of Buildings: The exterior of all residence buildings in the Condominium shall be maintained and repaired on a periodic basis by the Association, and there is hereby reserved in favor of the Association the right to enter upon all the units and residence buildings located thereon for the purpose of conducting a periodic program of exterior maintenance and repair, which maintenance and repair shall include repainting and repair of exterior walls, shutters, trim, eaves, roofs or any portion of the foregoing. The times when such maintenance and repair and the extent, shall be determined by the Association in its sole discretion. The owner of each unit in the Condominium is hereby made liable to the Association for a pro-rata share, as hereinafter set forth, of the reasonable cost of the conduct of such periodic maintenance and repair from time to time performed by the Association. The Association shall not be responsible for repairing or replacing a building or structure which in the Association’s opinion shall have been destroyed, nor shall the Association be responsible for repairs beyond the exterior surfaces of building, all such repairs being the responsibility of the unit owner. The Association will adopt rules and regulations defining which portions of the roofs and roof systems the Association is responsible for repairing and replacing.

5.A.4. Private roads and driveways: The Association shall be responsible for the maintenance and repair of all private streets, sidewalks and driveways located upon the condominium property and there is hereby reserve in favor of the Association the right to enter upon any and all parts of the condominium property for such purposes. The owners of all units are hereby made liable to the Association for a pro-rata share, as hereinafter set forth, of the reasonable cost of all such maintenance and repair.

5.A.5. Assessments: All charges made to the unit owners to provide for funds for the Association to perform the functions described in this
section shall be assessed against each unit owner by the provisions of this Declaration concerning assessments.

5.A.6. Owners' Maintenance Responsibilities. The responsibility of the unit owner shall be to maintain, repair and replace at his expense all portions of his unit except the portion to be maintained, repaired and replaced by The Association; and to promptly report to the Association any defect or need for repairs the responsibility for the remedying of which is that of the Association.

5.B. Common Elements
By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense, and the Association shall comply with all requirements of Chapter 718, F.S. as concerns the obtaining of bids on contracts for products and services to provide such maintenance and operation.

5.B.1. Alteration and Improvement. After the completion of the improvements included in the common elements which are contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than seventy-five percent (75) of the common elements as provided by the By-laws. Failure of an owner or owners to approve all alteration or improvement approved by owners of seventy-five percent (75) of the common elements, shall not relieve such owner or owners of their respective shares of the cost thereof.

5.B.2. Liability for Common Expenses. The proportionate share of the separate owners of the respective condominium units shall be pursuant to the By-laws and subject to the following provisions:

5.B.2.a. Share of Common Expenses. Each unit owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus computed on the basis of units contiguous to the recreation area as contained within the limits of the Lease in the aggregate of 353 units. Upon that basis the following formula shall be used:

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<th>Lot Unit Type</th>
<th>Percentage</th>
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<td>&quot;F&quot;</td>
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5.B.2.b. Lot Unit Type. The lot unit type is designated on each lot of the Condominium Plat recorded simultaneously herewith.

5.B.2.c. Interest, Late Charges, Application of Payments. Assessments and installments thereon paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of ten percent (10) per annum from the date when due until paid. Any assessments which become delinquent shall be subject to a late fee, in addition to such interest, in an amount not to exceed the greater of $25.00 or five percent (5%) of each installment of the assessment for each delinquent installment that the payment is late. All payments upon account shall be first applied to interest, then to any late fee, costs and attorneys fees incurred in collection, and then to the assessment payment first due.

5.B.2.d. Lien for Assessments. The lien for unpaid assessments shall also secure reasonable attorneys’ fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

5.B.2.e. Rental Pending Foreclosure. In the foreclosure of a lien for assessments, the owner of the unit subject to the lien shall be required to pay a reasonable rental for the unit and the Association shall be entitled to the appointment of a receiver to collect the same.

5.B.2.f. Modified Rental Account. In addition to the share of common expense, each unit owner shall be liable for as determined under Paragraph 6A above, each unit owner shall be liable to the Association for use by the Association in paying the rent on the recreation lease the amount of $10.00 per month until such sum is modified upward by the terms and provisions of such Lease, after which time each such unit owner shall be liable to the Association for the modified rental amount. The modified rental amount shall be determined by dividing the total rental as determined under the provisions of the Lease by 12, for the months of the year, and then by the number of units covered by this Condominium Declaration and by the subject 99-year recreation Lease.

6. Paragraph number not used.

The operation of the condominium shall be by MAINLANDS OF TAMARAC BY THE GULF, UNIT NO. THREE, a corporation not for profit under the Laws of the State of Florida, which shall be organized and shall fulfill its functions to the following provisions:

7.A. Articles of incorporation. The Association shall be incorporated under Articles of Incorporation in the form attached as Exhibit “C”.

7.B. By-laws. The By-laws of the Association shall be the Bylaws of the Condominium, a copy of which is attached as Exhibit “D”.

7.C. Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage other than the cost of maintenance and repair caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

7.D. Restraint upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

7.E. 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, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

7.F. Power to lease Certain Lands. The Association shall have the power to, and has entered into a Ninety-nine (99) Year Lease to certain lands, as described therein a copy of which Lease is attached hereto as Exhibit “E”. The Association shall include all rent due and cost of insurance, taxes and other expenses which the Association as Lessee has obligated itself to pay under said Lease, as common expenses of the Condominium, and shall provide therefore in the annual budget of the Association. The provisions of this subparagraph shall be construed as a covenant in favor of the Lessor under said Lease, his successors and assigns, and may be enforced by him against the Association and each unit owner, their heirs, successors, representatives and assigns.

7.G. Management. The Association may hire a Manager or management company to manage and maintain the condominium property in accordance with the terms and tenor of the Declaration of Condominium and Condominium Act, it being the intention of the Association to provide
for competent, uniform and professional management and maintenance of the condominium property.

7.H. Utility Services. The Association has the authority to discontinue utility services to any unit which is delinquent in the payment of its utility charges to the City of Pinellas Park, so long as the City of Pinellas Park notifies the Association of a delinquency. The Association shall then have the authority to pay the delinquencies to the city of Pinellas Park and to special assess the delinquent unit owner for said payment. The Association shall have the right to file a Claim of Lien and foreclose the same pursuant to the provisions of this Declaration and Florida Law if the unit owner fails to pay said special assessment.

8. Insurance:
8.A. The Association shall purchase and pay for from time to time such insurance as the Association shall deem appropriate to protect the common elements, including the roadways, landscaping and other improvements to the common elements against damage from windstorm, fire hurricane and other hazards. The Association shall purchase a public liability insurance policy in such amount as the Association may from time deem appropriate.

8.B. Units. The unit owner shall carry upon his unit, such insurance as such owner shall determine is suitable to provide the necessary protection of such owner’s unit.

9. Reconstruction or Repair.
In the event that any of the several structures located within the “condominium units” shall be damaged or destroyed, it shall be the obligation of the owner or owners of said “condominium units” so damaged or destroyed, to repair or rebuild the damage or destroyed units as rapidly as may be practical under the circumstances, and such repairs or rebuilding shall be in substantial conformity with the structure as it was prior to its damage or destruction, unless a variance therefrom is granted in writing by the Association. In the event, however that an institutional mortgage lender holding a mortgage on any such “condominium parcel” shall require under the terms of its mortgage, that proceeds of any insurance policy be paid to it in reduction or satisfaction of its mortgage loan, the unit owner shall have the option of rebuilding or not, as he sees fit; provided, however, that any such unit owner shall continue to remain liable to the Association for the payment of assessments the same as if the structure on his unit had not been damaged or destroyed; and if such parcel owner shall so elect not to repair or rebuild, then he shall be obligated at his expense to level his lot and remove all structures or portions, thereof and all debris therefrom so as not to create an unsightly condition, and in the event that he fails to do so, the Association may do so at the owner’s expense, and said expense shall be enforceable as a lien the same as assessments by the Association; provided
further, that any such owner shall make said election within 45 days of the occurrence of the destruction or damage to his unit, and if he elects not to rebuild, he shall accomplish the leveling of his lot and the removal of all structures and debris therefrom within 60 days from the occurrence of the destruction or damage.

10. Use Restrictions:
The use of the Condominium property shall be in accordance with the following provisions:

10.A. Single Family Residences. The condominium property shall be used only for single family residences, and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each unit, for which provision is made by the condominium documents, shall be occupied by a single family as its residence and for no other purpose. The term “single family” shall be defined for purposes of this restriction as one (1) or more persons related by blood, marriage or adoption and their families of no more than two (2) unrelated persons and their families living together as a single housekeeping unit. However, in no event shall the number of permanent residents occupying a unit at any time exceed four (4) persons. The term “permanent resident” shall be defined for purposes of this restriction as any person who occupies a unit for more than forty-five (45) days.

10.B. Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition. No rubbish, refuse, nor garbage, shall be allowed to accumulate, nor any fire hazard allowed to exist.

10.C. Lawful use. No immoral, improper, offensive 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 thereof shall be observed. The responsibility of meeting the requirements of governmental bodies having jurisdiction thereof shall be observed.

10.D. Fences, hedges. Clothes Poles, Exterior Antennas, Parking, Signs:

10.D.1. No fences or hedges or similar improvements shall be erected or planted upon a “condominium unit” without the written approval of the Association.

10.D.2. All outdoor clothes drying activities are hereby restricted to the rear yards and, in the case of units with streets bordering two (2)
sides, to that portion of the rear yards thereof which is more than twenty-five (25) feet from the edge of the street. All clothes poles shall be susceptible of being lifted and removed by one (1) person in one (1) minutes time.

10.D.3. All garbage and trash containers, and all tanks, including oil and gas tanks and water treatment tanks must be placed and maintained below ground level or in walled-in areas so constructed so as to render the contents thereof hidden from view from adjoining properties.

10.D.4. No signs of any nature whatsoever shall be erected or displayed upon any of the condominium property, except when express prior written approval of the size shape, content and location thereof has been obtained from the Association.

10.D.5. One exterior antenna, not exceeding 15 feet in height above the crown of the street adjacent to the unit involved may be attached to the rear wall of each building. No other exterior antenna or aerial or satellite dish antenna shall be erected, maintained or operated upon any of the condominium property or buildings, or structures located thereon and the erection, maintenance or operation of any of the same is prohibited, except as specifically allowed by federal or state law. The Association may adopt rules and regulations relating to satellite dishes and antennas which are required to be permitted by law, in order to minimize any adverse impact to other properties.

10.D.6. The parking or storage of automobiles except upon paved areas of the condominium property is prohibited without express prior written permission of the Association. The overnight parking of vehicles of any kind upon any of the condominium property used for roadway purposes is prohibited and the overnight parking of trucks, commercial vehicles, campers, mobile homes and motor homes on any of the condominium property is prohibited without the express prior written permission of the Association. The parking or storage of boats and boat trailers upon any of the condominium property is prohibited without the express written permission of the Association. The Association may adopt rules and regulations further defining these terms, and providing limited exception to the prohibited item as outlined above.

10.E. Insurance Rates. No owner shall permit or suffer anything to be done or kept on his unit or on the common property or on common elements which will increase the rate of insurance on the other units, or which will obstruct or interfere with the rights of other occupants of the condominium or annoy them by unreasonable noises, or create an unsightly condition.

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10.F. Emergency. In case of any emergency origination in or threatening any unit, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association or any other person authorized by it, or the Condominium Superintendent or managing agent shall have the right to enter such private dwelling for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate; and to facilitate entry in the event of any such emergency. The owner of each unit, if required by the Association, shall deposit under control of said Corporation a key to such “condominium unit.” In the event that any unit owner fails to deposit a key to his unit with the Association, then the Association in the event of emergency may use such force as is necessary to gain entrance to the owner’s unit and any damage occasioned thereby shall be repaired at the expense of the owner.

10.G. License. Whenever it is necessary to enter any unit for the purpose of performing any maintenance, alteration or repair to any portion of the common property or to go upon the common element for such purposes, the owner of each unit shall permit other owners or their representative or the duly constituted and authorized agent of the Association to enter such unit, or to go upon the common elements constituting an appurtenance to any such unit for such purpose; provided that such entry shall be made at reasonable times and with reasonable advance notice.

10.H. Modifications. No owner of a unit shall permit to be made any structural modifications or alterations in such unit without first obtaining the written consent of the Association, which consent may be withheld in the event that a majority of the Board of Directors of said Association determine, in their sole discretion, that such structural modifications or alterations would affect or in any manner endanger the other units in part or in their entirety, or change the general appearance or layout of the condominium property. No owner shall cause any improvements or changes to be made on the exterior of his structure, including painting or other decoration, or the installation of electrical wiring, machinery or air-conditioning units, which may protrude through the walls or roof of the structure, or in any manner change the appearance of any portion of the structure not within the walls of said unit, without the written consent of the Association first obtained.

10.I. Damages. The owner of each unit must promptly correct any condition, which if left uncorrected would affect the condominium property. If any other private unit owner should sustain damages because of another owner’s failure to correct the condition within his premises, such owner shall be liable and responsible for the damages and liability which his action or non action occasioned.
10.J. Interior Maintenance. The owner of each unit shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment, stoves, refrigerators, fans or other appliances or equipment, including any fixtures and/or their connections, required to provide water, light, power, telephone etc., to his unit.

10.K. Taxes. In the event any taxing authority having jurisdiction over the Condominium shall levy or assess any tax or special assessment against the Condominium as a whole, as opposed to levying and assessing such tax and special assessment against each unit, and its undivided interest in common elements as now provided by law, then such tax or special assessment so levied shall be paid as a common expense by the Association, and any tax or special assessment which is so levied shall be included wherever possible, in the estimated annual budget of the Association, or shall be separately levied and collected as an assessment which by the Association against all the owners of all units, if not included in said annual budget.

10.L. Rental or Lease:

10.L.1. Term. No rental or lease of any “condominium unit” shall be for a term of less than three (3) months, and only one such rental or lease shall be permitted in any one (1) calendar year.

10.L.2. Exception. However to meet special situations and to avoid undue hardship or practical difficulties, the Board of Directors may grant permission to a unit owner to rent or lease his unit to a specified tenant(s) or lessee(s) for additional terms during any one calendar year, but in no event more than three (3) terms in any one (1) calendar year.

10.L.3. Fine. Unit owners and/or tenants determined by the Board of Directors to be in violation of this subsection, after notice to the unit owners and/or tenants and an opportunity to be heard, shall be subject to a fine imposed by the Board, in accordance with the Bylaws and the Rules and Regulations of the Association.

11. Age limitations of Permanent Residents.
In recognition of the fact that the development of the property contemplated by the Declaration of Condominium has been specially designed, created and constructed, and will be operated and maintained throughout the life of the Condominium for the comfort, convenience and accommodation of adult persons, the use of any of the condominium property, and especially the occupancy of any of the units thereof, is hereby limited to permanent residents at
least one of whom shall be fifty-five (55) years of age or older, and none of whom shall be under forty (40) years of age. The term “permanent resident” shall be defined for purposes of this restriction as any person who occupies a unit for more than forty-five (45) days in any calendar year. Occupancy of less than this period of time shall not be deemed as permanent. So long as the Association determines that at least eighty (80) percent of the units are occupied by one person fifty-five (55) years of age or older, exceptions to the minimum age requirements set forth above may be granted by the Association, in accordance with criteria adopted by the Board from time to time. Examples of reasons for such an exemption include, but shall not be limited to: the individual seeking occupancy is a nurse or other medical professional, or a person with skills attendant to providing care to an occupant who is 55 years of age or older, and whose presence would be beneficial to a resident as a “caretaker”; and to other bona fide hardship circumstances, determined by the Board, from time to time, provided the intent to require occupancy as a senior housing community is maintained. Amended October 25, 2003

12. Maintenance of Community Interests.
In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of a unit by any owner shall be subject to the following provisions so long as the Condominium exists, which provisions each unit owner covenants to observe.

12.A. Transfers Subject to Approval:

12.A.1. Sale. No unit owner may dispose of a unit or any interest therein by sale without approval of the Association.

12.A.2. Lease. No unit owner or lessee of a unit may dispose of a unit or any interest therein by lease or sublease without approval of the Association.

12.A.3. Gift. If any unit owner shall acquire his title by gift, the continuance of his ownership of his unit shall be subject to the approval of the Association.

12.A.4. Devise or Inheritance. If any unit owner shall acquire his title by devise of inheritance, the continuance of his ownership of his unit shall be subject to the approval of the Association.

12.A.5. Other Transfers. If any unit owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his unit shall be subject to the approval of the Association.
12.B. Approval by Association. The approval of the Association which is required for the transfer of ownership or possession of units shall be obtained in the following manner:


12.B.1.a. Sale. A unit owner intending to make a bona fide sale of his unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the unit owner’s option may include a demand by the unit owner that the Association furnish a purchaser, if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

12.B.1.b. Lease. A unit owner or lessee of a unit intending to make a bona fide lease or sublease of his unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee or sub lessee, such other information concerning the intended lessee or sub lessee as the Association may reasonably require, and an executed copy of the proposed lease, assignment of lease or sublease.

12.B.1.c. Gift. Devise or Inheritance, Other Transfers. A unit owner, who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner’s title.

12.B.1.d. Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

12.B.2. Certificate of Approval:
12.B.2.a. Sale. If the proposed transaction is a sale, then within 30 days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a Certificate executed by the President or Vice President and Secretary, in recordable form, which at the election of the Association shall be delivered to the purchaser and a copy thereof kept on file with the Association for inspection or any party of interest to the transaction.

12.B.2.b. Lease. If the proposed transaction is a lease or sublease, then within 30 days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a Certificate executed by the President or Vice President and Secretary, in recordable form, which at the election of the Association shall be delivered to the lessee and a copy thereof kept on file with the Association for inspection of any party of interest to the transaction.

12.B.2.c. Gift, Devise, or Inheritance; Other Transfers. If the unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within 30 days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the unit owner's ownership of his unit. If approved, the approval shall be stated in a Certificate executed by the President or Vice President and Secretary in recordable form and shall be delivered to the unit owner, and a copy thereof kept on file with the Association for inspection of any party of interest to the transaction.

12.B.3. Approval of Corporate Purchaser, Lessee, Sub lessee or Owner. In as much as the units in the Condominium may be used only for single family residential purposes, and a corporation cannot occupy a unit for such use, if the purchaser, lessee, sub lessee or owner of a unit is a corporation, the approval of ownership by the corporation shall be conditioned upon requiring that the single family who will be occupying the unit be also approved by the Association.

12.C. Disapproval by Association. If the Association shall disapprove a transfer of ownership or possession of a unit, the matter shall be disposed of in the following manner:

12.C.1. Sale. If the proposed transaction is a sale, and if the notice of sale given by the unit owner shall so demand, then, except as set forth in Section (f) below, within 30 days after receipt of such notice
and information, the Association shall deliver or mail by certified mail to the unit owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms: Amended February 7, 2007

12.C.1.a. At the option of the purchaser to be stated in the agreement the price to be paid shall be that stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing rules of the Association, except that the arbitrators shall be two appraisers appointed by the American Arbitrators Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

12.C.1.b. The purchase price shall be paid in cash.

12.C.1.c. The sale shall be closed within 30 days after the delivery or mailing of said agreement to purchaser, or within 10 day after the determination of the sale price, if such is by arbitration, whichever is the later.

12.C.1.d. A Certificate of the Association executed by its President or Vice President and Secretary approving the purchaser shall be kept on file with the Association for inspection by any party of interest to the transaction.

12.C.1.e. If the Association shall fail to provide a purchaser upon the demand of the unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then, notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a Certificate of approval as else where provided.

12.C.1.f. Reasons for disapproval of a prospective purchaser may include: Amended October 25, 2003

12.C.1.f.a. Non-compliance with any provision within this Declaration, the Rules, and other governing documents with regard to occupancy.
12.C.1.f.b. Failure to provide accurate and complete information in connection with the application process.

12.C.1.f.c. If the proposed purchaser does not provide adequate equity in the unit to protect the Association in the event of foreclosure of a first mortgage. For purposes of this provision, "adequate equity" shall be a minimum of five percent (5%) of the Unit's fair market value at the time of the sale. This provision shall likewise apply to any proposed lease with a purchase option. Amended October 28, 2006. Amended February 7, 2007.

12.C.1.f.d. If a sale is disapproved for one of these reasons, the Association is not obligated to provide an alternate purchaser.

12.C.1.f.e. The Board of Directors can waive this provision on a case by case basis.

12.C.2. Lease. If the proposed transaction is a lease or sublease, the unit owner shall be advised of the disapproval in writing, and the lease or sublease shall not be made.

12.C.3. Gifts, Devise or Inheritance; Other Transfers. If the unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within 30 days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the unit owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

12.C.3.a. The sale price shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement, and in the absence of such agreement 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; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expenses of the arbitration shall be paid by the purchaser.

12.C.3.b. The purchase price shall be paid in cash.

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12.C.3.c. The sale shall be closed within 10 days following the determination of the sale price.

12.C.3.d. A certificate of the Association executed by its President or Vice President and Secretary approving the purchaser shall be kept on file with the Association for inspection by any party of interest to the transaction.

12.C.3.e. If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a Certificate of approval, as elsewhere provided.

12.D. Mortgage. No unit owner may mortgage his unit or any interest therein without the approval of the Association, except to a bank, life insurance company, or federal savings and loan association, or to a vendor to secure a portion of the purchase price. The approval of any other mortgage may be upon conditions determined by the Association, or may be arbitrarily withheld. Except as provided immediately below, no mortgage, or mortgages in the aggregate, shall exceed ninety-five percent (95%) of the fair market value of the unit at anytime. However, upon: (i) a prospective mortgagor providing to the Association authorization for and actual receipt of his/her current credit report, and (ii) the Association's favorable evaluation of the same, the Association may consider, and shall have the authority but not the obligation to approve, a mortgage or aggregate mortgages up to one hundred percent (100%) of the fair market value of the unit, in its sole and absolute discretion.


12.E. Article 12E of the Declaration, relating to exceptions to the requirement for approval of transfers has been deleted in its entirety. As amended and recorded April 4, 1997 at Pinellas County, Florida Official Record Book 9663, Page 1121.

12.F. Unauthorized Transactions. Any sale, mortgage, lease or sublease which is not which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

13. Compliance and Default. Each unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws and Regulations
adopted pursuant thereto and said documents and regulations as they may be amended from time to time. Failure of a unit owner to comply therewith shall entitle the Association or other unit owners to the following relief in addition to the remedies provided by the Condominium Act:

13.A. Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

13.B. Costs and Attorney’s Fees. In any proceeding arising because of and alleged failure of a unit owner to comply with the terms of the Declaration, the Bylaws or the Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, including any arbitration proceedings which may be undertaken pursuant to Chapter 718, F. S., the prevailing party shall be entitled to recover the cost of the proceeding and such reasonable attorneys’ fees as may be awarded by the court or an arbitrator.

13.C. No waiver of Rights. The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws or the Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

14. Amendment Procedure:
Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

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

14.B. Resolution and Adoption. A resolution proposing an amendment may be made by either the Board of Directors of the Association or by a petition signed by at least twenty-five percent (25%) of the members of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendments may express their approval in writing, providing such approval compiles with the requirements for proxy voting, and is delivered to the Secretary at, or prior to, the meeting. Except as else where provided, such approval must be by not less than two-thirds (2/3) of the members of the Association voting in person or by proxy at the meeting. As amended and recorded April 4, 1997 at Pinellas County, Florida, Official Record book 9663 Page 1121.
14.C. Proviso. Provided, however, that no amendment shall discriminate against any unit owner, nor against any unit or class or group of units unless the unit owners so affected shall consent, and no amendment shall change any unit, nor the share in the common elements appurtenant to it, nor increase the owner’s share of the common elements, unless the record owner of the unit and all record owners of liens thereon shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled “Insurance,” nor in the section entitled “Reconstruction or Repair After Casualty,” unless the record owners of all mortgages upon the Condominium shall join in the execution of the amendment. Neither shall an amendment attempt to change the obligations of the Association and unit owners under that certain Ninety-nine (99) Year Lease, a copy of which is attached hereto as Exhibit “E”, unless the record owners of the fee simple title to the lands subject thereto and the Lessor there under shall join in the execution of the amendment.

14.D. Execution and Recording. A copy of each amendment shall be attached to a Certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with all the formalities of a deed. The amendment shall be effective when such Certificate and a copy of the amendment are recorded in the Public Records of Pinellas County, Florida.

15. Termination.
The Condominium may be terminated in the following manner, in addition to the manner provided by the Condominium Act:

15.A. Destruction. In the event it is determined in the manner elsewhere provided that the condominium property shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated without agreement.

15.B. Agreement. The Condominium may be terminated by the approval in writing of all the owners of the units therein, and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the Members of the Association, and if the approval of the owners of not less than seventy-five percent (75%) of the common elements, and of the record owners of all mortgages upon the units are obtained in writing not later than 30 days from the date of such meeting. Then the approving owners shall have an option to buy all the units of the other owners for the period ending on the 60th day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option and if the option is exercised, the approvals shall be irrevocable. Such option shall be upon the following terms:
15.B.1. Exercise of Option. The option shall be exercised by delivery or mailing by Certified mail to each of the record owner of the units to be purchased, of an agreement to purchase signed by the record owners of units who will participate in the purchase. Such agreement shall indicate which units will be purchased by each participating owner and shall agree to purchase all the units owned by owners not approving the termination; but the agreement shall be effected by a separate contract between each seller and his purchaser.

15.B.2. Price. The sale price for each unit shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement, and in the absence of agreement as to price it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

15.B.3. Payment. The purchase price shall be paid in cash.

15.B.4. Closing. The sale shall be closed within 10 days following the determination of the sale price.

15.C. Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a Certificate of the Association executed by the President or Vice President and Secretary certifying as to facts effecting the termination, which Certificate shall become effective upon being recorded in the Public Records of Pinellas County, Florida.

15.D. Shares of Owners after Termination. After termination of the Condominium, the unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgages and liens, including those lien rights of the lessor in that lease attached to the Condominium as Exhibit “E”, shall hold such rights and interests upon the respective shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners’ units prior to the termination.
15.E. Amendment. This section concerning termination cannot be amended without consent of all unit owners and all record owners of mortgages upon units.

16. Severability:
The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provisions of this Declaration of Condominium and the Articles of Incorporation, Bylaws and Regulations of the Association shall not affect the validity of the remaining portions there of.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

BEHRING WEST, INC.
(Corporate Seal)

By J. Elliott McCauley
J. Elliott McCauley, Vice President
ATTEST:
EDWARD L. GRANT
Edward L. Grant, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

Personally appeared before me, the undersigned authority, J. ELLIOTT McCAULEY and EDWARD L. GRANT, Vice President and Secretary, respectively, of BEHRING WEST, INC., who being duly sworn acknowledged before me that they executed the above and foregoing instrument as such officers and affixed thereto the official seal of said Corporation, and that said instrument is the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Ft. Lauderdale this 20th day of January, 1970.

Jane M. Todd
NOTARY PUBLIC

Amendments

Amendments listed below have been incorporated in the text and identified.

October 25, 2003: Amendment to Article 3, Section E of Declaration of Condominium is recorded in Official Record Book 13267, Page 1518 of the Pinellas County Public Records.
October 25, 2003: Amendment to Article 11 and 12 of Declaration of Condominium is recorded in Official Record Book 13267, Page 1520 of the Pinellas County Public Records.

October 28, 2006: Amendment to Article 12 of Declaration of Condominium.

November 7, 2008: Amendment to Article 12 of Declaration of Condominium.