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DECLARATION OF CONDOMINIUM
FOR
EASTWOOD SHORES CONDOMINIUM NO. 1

O.R. 4840 PAGE 205

MADE APRIL 12, 1979, by F & R BUILDERS, INC., a Florida corporation (the "Developer"), the owner of fee simple title to the land described herein, and in and by which Developer makes the following declarations:

I. SUBMISSION TO CONDOMINIUM OWNERSHIP.

Developer hereby submits to the condominium form of ownership and use the land described in Article III hereof, the improvements now and hereafter situated thereon, and the easements and rights appurtenant thereto (the "Condominium Property"), pursuant to Chapter 718, Florida Statutes, 1977, as amended to the date hereof (the "Condominium Act"). Except as terms are expressly defined herein, the terms used herein shall have the meaning given them in the Condominium Act.

II. NAME AND ADDRESS.

The name by which this condominium is to be identified is Eastwood Shores Condominium No. 1, sometimes herein called the "Condominium".

III. THE LAND.

The land submitted to Condominium (the "Land") is situated in Pinellas County, Florida, and is described in Exhibit 1 annexed hereto as a part hereof.

IV. DESCRIPTION OF CONDOMINIUM PROPERTY.

The description of improvements comprising part of the condominium property, consisting of seven two-story buildings with four apartments in each building, designated A-D, inclusive, and each building is designated by a separate letter-number combination (1836, 1838, 1840, 2934, 2936, 2938 and 2940), containing a total of twenty-eight (28) residential units. A graphic description of the buildings in which units are located, is annexed hereto and made a part hereof as Exhibit 2. Exhibit 2 contains a survey of the land, a Plot Plan of the site of the improvements thereon and a graphic description of the improvements identifying the units, the common elements and the limited common elements, in sufficient detail to reflect their respective locations and dimensions and prepared and certified by a registered land surveyor in the manner required by the Condominium Act. The improvements are further described as:

A. Residential Buildings.

The improvements include seven (7) two-story buildings, each consisting of four apartment units, four covered parking spaces, four storage spaces and two laundry areas. Each unit has one parking space, one storage space, one space for air conditioner condenser appurtenant thereto, and the Eastwind units (units B & C) each have a laundry area; each of the first floor units have an entrance terrace; the Bayside unit (A unit) has a terrace with a wall; the Bayside and Eastwind - L unit (A and B units respectively) share an entrance stoop to the garage; the Eastwind - R and Beacon units (C and D units respectively) also share an entrance stoop to the garage; and the second floor units have a stairway and balcony as limited common area and non-severable from the unit, as more fully shown on Exhibit 2, attached hereto.

CONDOMINIUM PLAT PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 33 PAGE 53 thru 58

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B. Other Improvements.

In addition to the residential buildings situated thereon, the Condominium Property also includes improvements, other than residential buildings, consisting of the outside parking areas, walks, landscaping and all underground structures and improvements which are not part of or located within residential buildings, such as wires, cables, drains, pipes, ducts, conduits, valves and fittings.

V. DEFINITION OF UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

The Condominium will consist of "Units", "Common Elements" and "Limited Common Elements", as those terms are herein defined.

A. Units

The term "Units", as used herein, shall mean and comprise the twenty-eight (28) separate dwellings in the Condominium which are located and individually described in Exhibit "2" hereto, each unit shall include the enclosed apartment living areas depicted on Exhibit 2. The horizontal boundaries thereof shall be the vertical plane or planes formed by the unfinished or undecorated perimeter interior wall surfaces thereof. The lower vertical boundary shall be the horizontal plane formed by the undecorated or unfinished interior floor surface of the unit and the upper vertical boundary shall be the horizontal plane formed by the undecorated or unfinished interior ceiling surface of the Unit, provided however, all heating, cooling, plumbing apparatus, utility installations and bearing columns or supports within a Unit serving more than one unit shall be part of the common elements. Doors, glass screens and other material covering openings in vertical exterior walls shall be part of the Common Elements.

B. Common Elements.

The term "Common Elements", as used herein, shall mean and comprise all of the real property of the Condominium except Units including as a part of the Common Elements, without limitation: (1) easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to Units and Common Elements; and (2) easements of support in every portion of a Unit which contributes to the support of other Units and/or Common Elements; and (3) installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation; and (4) the property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Common Elements; and (5) fixtures owned or held for the common use, benefit and enjoyment of all owners of Units in the Condominium.

C. Limited Common Elements.

"Limited Common Elements", as the term is used herein, shall mean and comprise the Common Elements which are

reserved herein or assigned or granted separately herefrom, for the use of a certain unit or units (as an appurtenance thereto) to the exclusion of other units, consisting of the entrance terrace, entrance stoop to garage, patio/terrace, entrance stoop, balcony, storage areas in garage laundry areas in garage, and space for air conditioner condenser assigned for use to a specific apartment unit as depicted on Exhibit 2. In addition, each second floor unit shall have a stairway and balcony as a limited common element appurtenant thereto; the Bayside and Eastwind - L units (A and B units respectively), shall share a garage and entrance stoop to said garage in common, which will be a limited common element appurtenant to said units; and Eastwind - R and Beacon units also share a garage and entrance stoop to said garage in common, which will be a limited common element appurtenant to said units. The Eastwind units (B and C units) will each have a separate laundry area which will be a limited common element appurtenant to each unit. In addition, each unit shall have assigned to it, by the Association, one (1) parking space, which space, so long as assigned to that unit, shall be a limited common element appurtenant thereto. Parking spaces so assigned may not be transferred except with a transfer of title to the unit or by reassignment to another unit which is approved by the Association.

0.R. 2840 PAGE 2055

VI. PLAN OF DEVELOPMENT.

The condominium property of Eastwood Shores Condominium is a portion of an overall piece of real property owned by Developer and described in Exhibit 3 hereto, all of which land, including the subject condominium property, being hereafter identified as "the Project". A portion of the Project, other than the land being submitted to condominium ownership, contains land which is presently unimproved and which Developer may subsequently develop with improvements suitable for residential use containing residential units. Such undeveloped areas, when and if developed, may or may not be architecturally similar to the improvements within the subject condominium and may or may not be submitted to condominium ownership. Developer is the owner of lands lying West, Southwest, South, Southeast, adjacent and contiguous to Eastwood Shores Condominium No. 1, which said lands are described in Exhibit 7 attached hereto, which property Developer may develop as hereinafter provided, and said property is hereinafter referred to as "Stage 1 Development". Developer and its successors and assigns may construct on said "Stage 1 Development" a maximum of 164 residential units and in the event Developer or its successors or assigns develops "Stage 1 Development" Developer may grant to the owners of units in said "Stage 1 Development" the right to use the hereinafter described recreation parcel. Developer's present plans are to construct a total of 52 units in Eastwood Shores Condominium No. 1 or 24 units in addition to the 28 units in this condominium, and as developed, a maximum of 164 living units in Stage 1 Development, as aforesaid.

Following the submission to condominium ownership of the initial Phase of the condominium, the Developer may add to the condominium, within two (2) years of the date of this Declaration of Condominium, a successive Phase, substantially as described in this Declaration and in the attached Exhibit 2, by recording in the Public Records of Pinellas County, Florida, an amendment to the Declaration that adds such Phase to the condominium. This amendment does not require the joinder of other unit owners. Thereupon the property included in such successive Phase, and all rights, interests and obligations pertaining to such property, shall, without further act or instrument, be added to and become a part of the Condominium. A copy of the proposed plot plan for Phase II of Eastwood Shores Condominium No. 1 is attached hereto as Exhibit 2-A and by this reference made a part hereof.

Upon the addition of each Phase to the condominium, the percentage of undivided ownership of the common elements and the percentage of sharing common expenses and of owning common surplus, appurtenant to each unit, shall be as set forth in Article VIII(D) below. The percentage for each unit shall change as additional units and additional property are added by each additional Phase, but at any given time the then-existing unit owners shall individually own their respective units and collectively own 100% of the condominium property other than the individual units.

The Developer, in submitting the lands described in Exhibit 1 attached hereto to condominium ownership has included a non-exclusive mutual easement for ingress, egress, access, utilities, maintenance, use and enjoyment over the recreation area as more particularly described as Recreation Area No. 1 in Exhibit 3(b) attached hereto (sometimes hereinafter referred to as "recreation area"). Developer plans, as the development of Eastwood Shores Condominium Project (including Eastwood Shores Condominium No. 1) progresses, to include as a part of additional lands that may be submitted to condominium ownership in Eastwood Shores Condominium Project (hereinafter referred to as

"Stage 1 Development" areas) a non-exclusive mutual easement for ingress, egress, access, utilities, maintenance, use and enjoyment of said recreation area. Should the intended creation of any easement fail by reason of the fact that at the time of creation there may be no guarantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association, for the purposes of allowing the original party or parties to whom the easements were originally granted the benefit of such easement, and the unit owners designate the Developer and/or Association as their lawful attorney in fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement.

At the time Developer creates the next or any other Condominium in Eastwood Shores Condominium Developer may elect to include in the lands to be submitted to condominium ownership the fee simple title to the said recreation area. However, in the event Developer elects to include fee simple title to said recreation area in the next or any other Condominium to be created in Eastwood Shores the Developer at the time of conveying or submitting said fee simple title to condominium ownership may, at its option, reserve unto itself or its nominee or its successors and assigns as easement for ingress, egress, access, use, enjoyment and maintenance for power, electric, telephone service, drainage, sewer, water and other utilities and television transmission facilities over, across, under, and through the said recreation area and further at said time of conveying or submitting said fee simple title to condominium ownership and the reservation of said easement as aforesaid Developer shall reserve the right to grant and convey from time to time said easement or easements in favor of other Condominiums that may be created on property located West, Southwest, South, Southeast, adjacent and contiguous to Eastwood Shores Condominium No. 1 which said property Developer may develop as hereinafter provided and the use of said recreation area by Developer as a result of the retention by Developer of title or as a result of the reservation of an easement by Developer all as aforesaid and the granting and conveying of an easement or easements by Developer to other for the said recreation area and resulting use by other of said recreation area shall be conditioned as hereinafter provided.

Developer or its successors or assigns may construct on said "Stage 1 Development" a maximum of One Hundred Sixty-Four (164) residential living units.

The recreation area has been designed and constructed to serve a total of Two Hundred Sixteen (216) living units and in the event Developer or its successors or assigns develops said "Stage 1 Development" Developer and its successors in interest of "Stage 1 Development", if any, and the Apartment Unit Owners in Eastwood Shores Condominium No. 1 shall have the common use of said recreation area and said Apartment Unit Owners in Eastwood Shores Condominium No. 1 and Developer and its successors in interest of "Stage 1 Development" and Developer's tenants and lessees of "Stage 1 Development", if any, shall all share in the common maintenance of said recreation area on a prorata basis and each shall accordingly be assessed for said maintenance as hereinafter provided.

Notwithstanding anything in this Declaration of Condominium to the contrary, inclusion by Developer of the lands as described in Exhibits 1-A and 1-B attached to this Declaration exclusive of the lands described in Exhibit 1 attached hereto as part of a multi-phase project in the Development Plan shall not be deemed to be an obligation on the part of the Developer to submit said lands or any part thereof to Condominium type ownership for Developer may elect at any time not to develop all of Eastwood Shores as described in Exhibits 1-A and 1-B into Condominiums and the inclusion by Developer in the Development Plan of said lands described in Exhibits 1-A and 1-B attached to this Declaration exclusive of the lands described in Exhibit 1 attached hereto shall in no way constitute an encumbrance, restriction, condition, reservation, limitation or covenant affecting said lands.

Recreation Parcel to Eastwood Shores Property Owners Association, Inc., Developer shall maintain the Recreation Parcel and the foregoing parking and driving surfaces and shall collect from each owner of each unit, or from the designated Condominium Association for any units within a Condominium, the proportionate share of such Units' contribution to such maintenance. All owners of units within the Project which are entitled to utilize the Recreation Parcel shall be members of Eastwood Shores Property Owners' Association, Inc. and shall have such voting rights and membership interests therein as are provided in the Articles of Incorporation and By-Laws therefor.

VII. APPURTENANCES TO UNITS.

There shall be appurtenant, and pass with title to each Unit the rights, shares, and interests provided by the Condominium Act which shall be deemed to include, without limitation, the following:

A. An undivided share in the Common Elements and in the "Common Surplus" (as that term is elsewhere herein defined). The undivided share in the Common Elements and the Common Surplus of the Condominium appurtenant to each Unit is that proportion of the total set forth, as a fraction, in the schedule which is annexed hereto and made a part hereof as Exhibit "4", and

B. The right to use exclusively those portions of the Common Elements designated and/or reserved herein and/or granted elsewhere or assigned by the Association to a certain Unit as Limited Common Elements; and

C. An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time (as shown on Exhibit "2" hereto) and as it may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is permanently vacated from time to time; and

D. Non-exclusive easements, to be used and enjoyed in common with the owners of all Units in the Condominium, for use of those Common Elements not designated elsewhere herein as Limited Common Elements, including, without limitation, easements for:

(1) The furnishing and maintenance of public utility services to all parts of the real property of the Condominium over, across, in and through the Land, buildings and other improvements, as the fixtures and equipment therefor now exist and/or may be modified or relocated; and

(2) Vehicular and pedestrian access over, across, upon, in and through the drives, entries, gates, walks, grounds, and other portions, if any, of the Common Elements as are intended and/or provided for pedestrian and vehicular traffic throughout the Condominium; and

(3) Recreational purposes, pedestrian access over, across, upon in and through the drives, entries, gates, walks, grounds and other portions, if any, of the Common Elements as are intended and/or provided for pedestrian traffic to and from the "Recreation Parcel", upon which is situated recreational facilities including two tennis courts, a swimming pool, pool deck, clubhouse and related facilities, fixtures and equipment; and

E. With reference to the sharing of a garage and the entrance stoop to said garage by the owners of a Bayside and Eastwind - L units (A and B units respectively), the owner of the Bayside unit shall have an exclusive easement over, across, upon, in and through the designated parking area (garage) which is a limited common element to the Eastwind - L unit, so that the owner of a Bayside unit may make use of the Bayside storage area which is a limited common element appurtenant to the Bayside unit; and similarly, the owner of the Eastwind - L unit shall have an exclusive easement over, across, upon, in and through the parking area (garage) which is a limited common element appurtenant to the Bayside unit for access to and from the entrance stoop to the garage being jointly used and shared by the owners of the Bayside and Eastwind - L units; and

F. With reference to the sharing of a garage and the entrance stoop to said garage by the owners of an Eastwind - R and Beacon units (C and D units respectively), the owner of the Eastwind - R unit shall have an exclusive easement over, across, upon, in and through the designated parking area (garage) which is a limited common element to the Beacon unit, so that the owner of an Eastwind - R unit may make use of the Eastwind - R storage area which is a limited common element appurtenant to the Eastwind - R unit; and similarly, the owner of the Beacon unit shall have an exclusive easement over, across, upon, in and through the parking area (garage) which is a limited common element appurtenant to the Eastwind - R unit for access to and from the entrance stoop to the garage being jointly used and shared by the owners of the Eastwind - R and Beacon units; and

G. An exclusive easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit or Common Element, or vice versa, for any reason not caused by or resulting from the willful or negligent act of Developer or any Unit owner or owners, including without limitation, encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching Unit or other improvement, to the extent of such encroachment; and

H. An exclusive easement for the use of the area of Land and air space occupied by air conditioning compressors, and the equipment and fixtures appurtenant thereto, situated in and/or on Common Elements of the Condominium but exclusively serving and individually owned by the owner of the Unit, as the same exist in and on each building (as shown as Exhibit "2"), which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor, and the equipment and fixtures appurtenant thereto; provided, that the removal of the same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies; and

I. The right to membership in the "Association" (elsewhere herein defined), upon the terms and conditions set forth elsewhere herein.

VIII. COMMON EXPENSES AND COMMON SURPLUS.

The term "Common Expenses", as used herein, shall mean all expenses for which all the owners of Units in the Condominium (except the Association) shall be liable to the Association. The term "Common Surplus", as used herein, shall mean the excess of all receipts of the Association, including,

without limitation, assessments, rents, profits and revenues on account of the Common Elements, over the amount of the Common Expenses. All of the owners of Units shall share the Common Expenses and shall own the Common Surplus in the proportions or percentages set forth in the schedule annexed hereto and made a part hereof as Exhibit "4".

B. It is the intention of Developer to develop the property described on Exhibit 1 and Exhibit 1-A into two (2) condominium phases containing a total of 52 condominium units. Both phases of this condominium will be called Eastwood Shores Condominium No. 1 and there shall be created a condominium association to govern, operate and manage both such phases which will be called Eastwood Shores Condominium No. 1 Association, Inc. The first phase of Eastwood Shores Condominium No. 1 shall contain 28 units and will be developed on the property described on Exhibit 1 and the second phase of Eastwood Shores Condominium No. 1 will contain 24 units and will be developed on the property described on Exhibit 1-A. Each condominium unit in Phase 1 of Eastwood Shores Condominium No. 1 shall be charged with that percentage of the common expenses and credited with that percentage of the common surplus which shall be equal to the percentage of ownership of the common elements appurtenant to each unit, as set forth on Exhibit 4, attached hereto and made a part hereof; provided, however, that, in the event that the Developer shall hereafter submit, annex, add, and create by means of an Amendment to the Declaration of Condominium for Eastwood Shores Condominium No. 1 the land described on Exhibit 1-A to Phase 1 of Eastwood Shores Condominium No. 1, so that both Phase 1 of Eastwood Shores Condominium No. 1 and Phase 2 of Eastwood Shores Condominium No. 1, shall be governed, operated and managed by Eastwood Shores Condominium No. 1 Association, Inc., as hereinabove provided, then each condominium unit within this condominium (Phase 1 of Eastwood Shores Condominium No. 1) and each condominium unit within Phase 2 of Eastwood Shores Condominium No. 1 shall be charged with that percentage of the common expenses and shall be credited with that percentage of the common surplus which is set forth on Exhibit 4-A, attached hereto and made a part hereof. The percent interest set forth on Exhibit 4-A is based upon the percentage of ownership of the common elements appurtenant to each condominium unit in Phase 1 and Phase 2 of Eastwood Shores Condominium No. 1. It is the intention of the Developer that if, as and when Phase 2 of Eastwood Shores Condominium No. 1 is submitted, annexed, added and created and an Amendment to the Declaration of Condominium of Eastwood Shores Condominium No. 1 is recorded among the Public Records of Pinellas County, Florida, the common expenses and common surplus of Phase 1 of Eastwood Shores Condominium No. 1 and the common expenses and common surplus of Phase 2 of Eastwood Shores Condominium No. 1 shall be pooled and shared in the percentages established on Exhibit 4-A.

C. Although at the time of the recording of this Declaration, the Developer fully intends to develop and construct Phase 2 of Eastwood Shores Condominium No. 1 substantially in accordance with the copy of said over-all plan attached hereto as Exhibit "3", and to submit same to the condominium form of ownership in accordance with the plan of development hereinabove described, the Developer retains the right to elect not to proceed with the construction or declaration of Phase 2 of Eastwood Shores Condominium No. 1 or any portion thereof, and not to submit same to the condominium form of ownership, if, in the sole judgment of the Developer sales of condominium units do not warrant such development. The Developer also retains the right to make alterations and changes to the proposed over-all plan with regard to Phase 2 of Eastwood Shores Condominium No. 1, including changes in the number of condominium units to be constructed therein, if, in the sole opinion of the Developer, such changes or alterations become desirable. If the Developer elects not to proceed with the construction of Phase 2 of Eastwood Shores Condominium No. 1 or any portion thereof, and not to submit the property underlying same to the condominium form of ownership, then the Developer specifically retains the right to deal with such property in such manner as it may elect, including the right to sell the land underlying same, to mortgage it separately or otherwise to deal with said property as it may choose, as befits a fee simple owner thereof, unencumbered by any of the matters, provisions, covenants or declarations set forth in this Declaration or in any of the Exhibits hereto.

D. It is the intention of the Developer that at the time it amends the Declaration of Condominium for Phase 1 of Eastwood Shores Condominium No. 1 (28 units) to submit, annex, add and create Phase 2 of Eastwood Shores Condominium No. 1 (24 units), that the common elements of Phase 1 of Eastwood Shores Condominium No. 1 will merge with the common elements of Phase 2 of Eastwood Shores Condominium No. 1. If, as, and when Phase 2 of Eastwood Shores Condominium No. 1 is submitted, annexed and added to Phase 1 of Eastwood Shores Condominium No. 1, the land submitted to condominium as Eastwood Shores Condominium No. 1 shall be those lands described in Exhibit 1-B. Thereafter, there shall always be appurtenant to each unit contained within Phase 1 of Eastwood Shores Condominium 1 and Phase 2 of Eastwood Shores Condominium No. 1 that percentage of undivided interest in and to the common elements of Eastwood Shores Condominium No. 1 set forth in Exhibit 4-A.

IX. VOTING RIGHTS OF UNIT OWNERS.

The owner or owners of each Unit shall become a member or members of the Association automatically upon and simultaneously with delivery of a deed of conveyance of fee title thereto from Developer or, in a conveyance by a grantee or a remote grantee of Developer, a deed which has been approved by the Association and otherwise complies with the terms and conditions of this Declaration, the Articles of Incorporation and By-Laws of the Association. There shall be appurtenant, and pass with title, to each Unit one (1) vote as a member of the Association, which may be exercised by the owner(s), or the duly constituted proxy of the owner(s), from time to time, of each Unit at all meetings of members and in connection with all matters upon which members of the Association are entitled to vote. The qualification of members of and manner of admission to membership in the Association, the termination of such membership and voting by members shall be as provided for in the Articles of Incorporation and By-Laws of the Association.

X. NAME OF ASSOCIATION.

The entity responsible for the operation of the Condominium shall be Eastwood Shores Condominium No. 1 ASSOCIATION, INC., a Florida corporation not for profit (the "Association"), a copy of the Certificate and Articles of Incorporation of which is annexed hereto and made a part hereof as Exhibit "5". Subject to the rights reserved to Developer herein and in the Condominium Act to administer and manage the Condominium Property initially, the Association shall administer and manage the Condominium Property; provided that, the Association may, to the extent permitted by the Condominium Act, by contract, partially or wholly delegate its maintenance, management and operational duties and obligations to the Property Owners Association in order to achieve economies in maintenance.

XI. BY-LAWS OF ASSOCIATION.

A copy of the By-Laws of the Association is annexed hereto and made a part hereof as Exhibit "6".

XII. AMENDMENT OF DECLARATION.

Except for amendments which Developer is authorized and/or obligated elsewhere herein to make and except as may be specifically provided, this Declaration may be amended only in the following manner:

A. Notice.

Notice of the subject matter of any proposed amendment to this Declaration shall be included in the notice

of any meeting at which such proposed amendment is to be considered.

B. Proposal.

Amendments to this Declaration may be proposed by the Board of Directors (the "Board") of the Association by resolution adopted by a majority vote of the Directors present at any regular or special meeting of the Board at which a quorum is present or, in the alternative, by a written instrument signed by a majority of the Board, or by the owners of a majority of the Units, whether by vote of such owners as members of the Association at a special or regular meeting of the members or by written instrument signed by them.

C. Adoption.

Any amendment to this Declaration so proposed by the Board or members of the Association shall be transmitted to the President of the Association, or, in the absence of the President, to a Vice President or other acting chief executive officer, who shall thereupon call a special meeting of the members of the Association to consider and vote upon such proposed amendment; provided, that a proposed amendment may be considered and voted upon at an annual meeting of the members of the Association if the next such meeting is to be held within the time hereafter limited and if notice of the proposed amendment shall be included in the notice of such meeting. The special or annual meeting, as the case may be, of the members shall be held not sooner than thirty (30) days nor later than sixty (60) days from the date of receipt by the Association of the proposed amendment. Notice of the meeting shall be in the form and shall be delivered and the meeting shall be called and held as provided for in the By-Laws of the Association; provided, that any member may, in writing signed by such member, waive notice of any such meeting in the manner provided for in the By-Laws of the Association and such waiver, when delivered to the Secretary of the Association for filing in its records, whether before, during or after such meeting shall be construed to be the equivalent of giving notice to such member. The proposed amendment may be adopted, and shall become effective, by and upon the affirmative vote at such meeting of members owning Units to which not less than seventy-five percent (75%) of the Common Elements are appurtenant; provided, that any amendment so proposed may be adopted, without a formal meeting of the members, by an instrument executed and acknowledged with the formalities of a deed by members owning Units to which not less than seventy-five percent (75%) of the Common Elements are appurtenant. Notwithstanding the foregoing provisions for adoption of amendments to this Declaration or any other provisions for amendment in the Condominium Act, no amendment shall:

(1) Change the size or configuration of any "Condominium Parcel" (as defined in the Condominium Act) in any material fashion unless the record owner(s) thereof and all record owners of liens thereon shall join in the execution and acknowledgment of the amendment, or

(2) Discriminate against any Unit owner or against any Unit or building comprising part of the Condominium Property, unless the record owners of all affected Units and record owners of all liens thereon shall join in the execution and acknowledgment of the amendment, or

(i) Change modify or alter the appurtenances to any Unit or Units or the share of any Unit owner in the Common Elements or Common Surplus, unless the record owner of all such units so affected and the record owner of all liens encumbering such units join in the execution of the document.

(ii) No amendment to this Declaration shall make any change in Article XIV hereof, entitled "Insurance", nor in Article XV hereof, entitled "Reconstruction or Repair After Casualty", unless the record owners of all mortgages on Units shall join in the execution and acknowledgment of the amendment.

D. Effective Date and Recording Evidence of Amendment.

As to members of the Association and persons having actual knowledge of the adoption of any amendment to this Declaration, such amendment shall be effective as of the date of adoption or otherwise as may be specified in the resolution or instrument creating the amendment. As to non-members of the Association without actual knowledge of an amendment to this Declaration, the same shall be effective at the time the affected person acquires actual knowledge thereof or at the time of filing the amendment or certificate of amendment in the Public Records of Pinellas County, Florida, whichever occurs first. The President of the Association, or, in the absence of the President, a Vice President or other acting chief executive officer of the Association, shall cause to be filed in the Public Records of Pinellas County, Florida, the original amendment to the Declaration, if it is in the form of an instrument executed and acknowledged by Unit owners and the holders of liens thereon, or a certificate of amendment, if it is a certification by the proper officers of the Association that such amendment was adopted by the Association at a meeting of the members. A true and correct copy of each such amendment or certificate of amendment shall be delivered, after adoption thereof, to the record owners of all Units and to the record owners of all liens on Units, by the President, Vice President or other acting chief executive officer of the Association, upon request to such officer, but delivery of such copies shall not be a condition precedent to the effectiveness of any such amendment.

XIII. MAINTENANCE, REPAIRS AND REPLACEMENTS.

Responsibility for maintenance, repairs and replacements of Condominium Property and property of Unit owners located or situated within the Condominium shall be as follows:

A. Units.

Each Unit, and the fixtures, equipment, such as air conditioning equipment, plumbing, heating, and electrical wiring, and appliances comprising a part thereof, located therein or exclusively serving the same (whether or not located within the unit) shall be maintained, kept in good repair and replaced by and at the expense of the owner(s) thereof. Exterior doors shall be maintained and repaired at the expense of the unit owner whose unit such doors serve. All maintenance, repairs and/or replacements for which Unit owners are responsible and obligated to perform, which, if not

performed or omitted, would affect other units or Common Elements, shall be performed promptly as the need arises. Notwithstanding the obligation of Unit owners for maintenance, repair and replacement of and in Units, the proceeds of all insurance awards or payments under insurance carried by the Association for loss of or damage to or within Units shall be applied against repairs and replacements to the extent that such award or payments exceed the deductible provisions of such insurance.

B. Common Elements.

The Association shall be responsible for, and shall assess against and collect from the owners of all Units in the Condominium, as a Common Expense, the costs of maintaining, repairing, replacing and keeping in clean and orderly condition, all of the Common Elements except certain of the Limited Common Elements specified below. The Association shall, at the expense of the owners of all Units in the Condominium, repair any and all incidental damage to Units resulting from maintenance, repairs and/or replacements of or to Common Elements.

C. Limited Common Elements.

The Owners shall be responsible for performing necessary maintenance, repairs and replacements, except structural work or maintenance affecting the exterior appearance thereof, but including floor covering on any balconies or patio-yards, and keeping in clean and orderly condition all of those Common Elements designated elsewhere herein as Limited Common Elements, provided that if the owner of a unit shall fail to maintain such Limited Common Elements, the Association may do so and charge the cost thereof to the unit owners whose responsibility it is to maintain such Limited Common Elements and shall have a lien against such unit for the cost thereof until paid, which lien shall arise, exist and be enforceable in the same manner as is the lien for common expenses in Article XVIII hereof.

D. Recreation Parcel and Lawn Sprinkler System:

1. Each unit and each owner thereof, shall be charged with his proportionate share of the costs and expenses in connection with the recreation area. Developer contemplates development of another or other condominiums wherein the Eastwood Shores Condominium project, which other condominium or condominiums shall include an easement for use and enjoyment of the recreation area and developer may develop "Stage One Development" as hereinbefore provided and the owners of living units therein or tenants or lessors, may have an easement for use and enjoyment of the recreation area as hereinbefore provided.

The share of the costs and expenses for each unit in "State One Development" of Eastwood Shores Condominiums in connection with the said recreation area, shall be computed by multiplying each owner's percentage of common expenses as herein provided by a fractional part of said cost and expense in connection with said recreation area. Said fraction shall be arrived at by using the number of units in this condominium as the numerator and initially the figure 216 as the denominator. The denominator of said fraction which initially shall be 216 shall be subject to increase by the Developer from time to time at its option, and accordingly, the Developer reserves the right to decrease the total number of units and living units to be constructed in Eastwood Shores Condominium No. 1 and "Stage One Development". At any time the Developer decreases the total number of units to be constructed in Eastwood Shores Condominium No. 1 and/or the living units to be constructed in "Stage One Development" each of which shall include an easement for use

and enjoyment of said recreation area, the denominator of said fraction shall accordingly be changed to reflect the actual number of units determined by developer to be constructed in Eastwood Shores Condominium No. 1 and the actual number of living units to be constructed in "Stage One Development". Such determination of the total number of units to be constructed by Developer in all condominiums in Eastwood Shores Condominium No. 1 and such determination of the total number of living units to be constructed by Developer in "Stage One Development" shall be effective and binding on all unit owners. Developer shall notify the Association(s) in writing of any change in the total number of units to be constructed in all condominiums in Eastwood Shores Condominium No. 1 that shall have an easement for use and enjoyment of the recreation area and Developer shall notify the Association in writing of any change in the total number of living units to be constructed in "Stage One Development" that shall have an easement for use and enjoyment of the recreation area and any decrease by Developer in the total number of units to be constructed by the Developer in all condominiums in Eastwood Shores Condominium No. 1 and any decrease by Developer in the total living units to be constructed in "Stage One Development" that shall include an easement for use and enjoyment of the recreation area shall become effective for the purpose of determining said denominator of said fraction for the purpose of computing each unit owner's share of said recreation area cost on the first day of the first month following receipt of said notice from Developer by Association.

2. The Developer, in submitting the lands described in Exhibit A, attached hereto, to condominium ownership, has included a non-exclusive mutual easement for the construction and installation of a lawn sprinkler system and thereafter a mutual easement for the maintenance of said system over that portion of the lands described in Exhibit A, as well as those lands which are hereinbefore referred to as "Stage One Development" lands. Said lawn sprinkler system and the easement appurtenant to said system will be for the use and enjoyment of the owners of units in Eastwood Shores Condominium No. 1, as well as the owners of units of "Stage One Development". The cost to maintain said lawn sprinkler system, including the pump, electricity to operate the pump, and the underground sprinkler pipes, will be shared by all 216 unit owners comprising the "Stage One Development" of which a maximum of 52 units will comprise Eastwood Shores Condominium No. 1. The share of the cost and expenses for each apartment unit in Eastwood Shores Condominium No. 1 in connection with said sprinkler system shall be computed by multiplying each owner's percentage of common expense as therein provided by a fractional part of said cost and expense in connection with said sprinkler system. Said fraction shall be arrived at by using the number of apartment units in this condominium as the numerator and initially the figure 216 as the denominator. The Developer reserves the right, from time to time, at its option, to decrease the total number of apartment units and living units to be constructed in Eastwood Shores Condominium No. 1 and "Stage One Development" as provided in paragraph XIII (D)(1) hereof.

XIV. INSURANCE.

Insurance shall be carried and kept in force at all times in accordance with the following provisions:

A. Duty and Authority to Obtain.

The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force any or all of such other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Association shall be

purchased for the benefit of the Association and the Unit owners and their mortgagees, provided that a certificate evidencing a mortgagee endorsement shall be issued to the mortgagee of each Unit. The owner(s) of each Unit may, at the expense of such owner(s), obtain insurance coverage against damage to and loss of the contents of the Unit, personal liability for injury to and death of persons and damage to and loss of personal property of others, and against additional living expenses, provided, that all such insurance purchased by Unit owners shall be obtained from the insurer from which the Association purchases coverage against the same risk, liability or peril, if the Association has such coverage and if the same is required by the Association's insurer; and, provided, that each policy of such insurance purchased by a Unit owner shall, where such provision is available, provide that the insurer waives its right of subrogation as to any claim or claims against other Unit owners, the Association, and their respective employees, agents, guests and invitees.

B. Required Coverage.

The Association shall purchase and carry insurance coverage as follows:

(1) Casualty Insurance.

Casualty insurance covering all of the buildings and other improvements of the Condominium, including, without limitation, Units and Common Elements, in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the Board of Directors of the Association; such insurance to afford protection against:

- (a) Loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsement; and
- (b) Such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings and other improvements similar, in construction, location and use, to the buildings and other improvements of the Condominium, including, without limitation, vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available; and
- (c) Public liability insurance, in such amounts, with such coverage and in such forms as shall be required by the Board of Directors of the Association to protect the Association and the owners of all Units, including, without limitation, hired automobile, non-owned automobile, off-premises employee coverage, water damage and legal liability, with cross-liability, endorsements to cover liability of all Unit owners as a group to each Unit owner; and

- (d) Workmen's compensation and employer's liability insurance to meet the requirements of law;
- (e) Flood insurance, if the same shall be necessary under the laws of the United States for federally related mortgage lenders to make mortgage loans on Units.

C. Optional Coverage.

The Association may purchase and carry such other insurance coverage, other than title insurance, as the Board of Directors of the Association, in its sole discretion, may determine from time to time to be in the best interests of the Association and Unit owners, or as an institutional lender may reasonably require while it holds a mortgage encumbering any Unit.

D. Premiums.

Premiums for all insurance obtained and purchased by the Association shall be paid by the Association. The cost of insurance premiums, and other incidental expenses incurred by the Association in administering and carrying out the provisions of this Article, shall be assessed against and collected from Unit owners as Common Expenses.

E. Assured.

All policies of insurance obtained and purchased by the Association shall be for the benefit of the Association, the owners of Units and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the "Insurance Trustee", as herein identified, or to its successor, and the proceeds from insurance against any casualty loss shall be held for the use of the Association, Unit owners and their respective mortgagees, as their interests may appear, to be applied or distributed in the manner herein provided. The Association is hereby constituted and appointed agent for all Unit owners, with authority to negotiate and settle the value and extent of any and all losses covered under any policy of casualty insurance, and the Association is granted full right and authority to execute, in favor of any insurer, a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

F. Insurer.

All persons beneficially interested in the insurance coverage obtained, purchased and maintained by the Association shall be bound by the Association's selection of its insurer(s) and the amount of insurance coverage carried and kept in force by the Association.

G. Insurance Trustee.

The Association shall have the right, prior to or upon the occurrence of any event causing or resulting in the

need for the same to designate the Insurance Trustee and all persons beneficially interested in such insurance coverage shall be bound by the Association's selection of the Insurance Trustee.

(1) Qualifications, Rights and Duties.

The Insurance Trustee shall be a bank with trust powers doing business in the State of Florida. The Insurance Trustee shall not be liable for the payment of premiums, the renewal of any policy or policies of casualty insurance, the sufficiency of coverage, the form or content of policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold the same in trust for the purposes herein stated, and for the benefit of the Association, Unit owners and their respective mortgagees, to be disbursed as herein provided. The Association shall pay a reasonable fee to the Insurance Trustee for services rendered hereunder and shall pay such costs and expenses as the Insurance Trustee may incur in the performance of its duties hereunder; such fees and costs to be assessed against and collected from Unit owners as a Common Expense. The Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then only for such money as may come into the possession of the Insurance Trustee. If and when the Insurance Trustee is required to distribute insurance proceeds to Unit owners and their mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a certificate of the President and Secretary of the Association, executed under oath and provided to the Insurance Trustee upon request to the Association; such certificate to certify the name or names of the owners of each Unit, the mortgagee(s) thereof, and the respective percentages of any distribution which is to be made to such owner(s) and mortgagee(s), as their respective interests may appear. If and when insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder(s) of any mortgage or mortgages encumbering a Unit shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of indebtedness secured by such mortgage(s), unless the Insurance proceeds represent a distribution to the owner(s) of the Unit and the mortgagee(s) thereof, after such insurance proceeds have been first applied to the repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the owner(s) of the Unit and the mortgagee(s) thereof by reason of loss of or damage to personal property constituting a part of the Common Elements and as to which a determination is made not to repair, replace or restore such personal property.

H. Application of Insurance Proceeds.

The proceeds of casualty insurance paid to the Insurance Trustee by an insurer for loss or damage to real and/or personal property upon which the Association carries insurance, shall be applied and paid as follows:

(1) Common Elements Only.

The proceeds paid to the Insurance Trustee for loss of or damage to real property constituting Common Elements only shall be applied to the repair, replacement or reconstruction of such loss or damage. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements, the excess shall be paid by the Insurance Trustee to the owners of all Units, and their respective mortgagees, as their interests may appear, in shares or proportions equal to the undivided interest appurtenant to each Unit in the Common Elements. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such Common Elements, the Association shall deposit with the Insurance Trustee, from any Association Reserve Fund which may have been established, the difference between the total cost of repairing, replacing or reconstructing such loss or damage and the amount of the insurance proceeds. If no such Association Reserve Fund has been established, or if any such Association Reserve Fund has been established and is insufficient to pay to the Insurance Trustee such difference, the Association shall assess the amount of the difference against, and collect it from, all Unit owners as a Common Expense.

(2) Units.

The proceeds paid to the Insurance Trustee for loss of or damage to a building, constituting Common Elements and one or more Units thereof, shall be first applied to the repair, replacement or reconstruction of Common Elements, then to the repair, replacement or reconstruction of any Unit or Units in such building which have been destroyed or damaged. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements and Units, the excess shall be paid by the Insurance Trustee to the owners of the damaged or destroyed Units and their respective mortgagees, as their interests may appear, in shares or proportions equal to the undivided interest appurtenant to each such Unit in the Common Elements. If the insurance proceeds shall be sufficient to pay for the repair, replacement or reconstruction of the Common Elements but shall be insufficient to pay the cost of the repair, replacement or reconstruction of the damaged or destroyed Unit or Units in such building, the Association shall assess the amount of the difference against, and collect the same from, the owner(s) of the Unit(s) damaged or destroyed, in proportion that the amount of damage sustained to each such Unit bears to the total deficit, and deposit such sum with the Insurance Trustee to be applied by the Insurance Trustee toward the total cost of repairing, replacing or reconstructing all of such damaged or destroyed Common Elements and Units. If the insurance proceeds shall be insufficient to pay the cost of the repairs, replacements, or reconstruction of the Common Elements (to which the Insurance Trustee is required first to apply such proceeds before applying any part thereof to the repair, replacement or reconstruction of Units), the difference between the total cost of repairing, replacing or reconstructing the Common Elements and the amount of the insurance proceeds shall be assessed by the Association against, and collected from, all Unit owners, as a Common Expense, and, in such event, the cost of repairing, replacing or reconstructing the Unit or Units destroyed or damaged shall be assessed by the Association against, and collected from, the owner(s) of such damaged or destroyed Units.

I. Deposits to Insurance Trustee After Damage.

Within sixty (60) days after a loss of or damage to Condominium Property covered by casualty insurance, the Association shall obtain estimates of the cost of repairing, replacing or restoring the same, including the cost of professional fees and any construction bond which the Board of Directors may require. If, from such estimates, it shall appear that the insurance proceeds payable for such loss or damage will be insufficient to pay the cost of such repair, replacement or reconstruction, the additional money required to pay the total cost thereof, whether it is to be paid by one or more Unit owners, shall be deposited with the Insurance Trustee not later than thirty (30) days from the day on which the Insurance Trustee receives the insurance proceeds.

J. Delegation.

All insurance responsibilities of the Association hereunder may be delegated by the Board of Directors to the Property Owners Association who may satisfy the requirements of this Article XIV by obtaining master insurance policies for the condominium together with insurance on all or other parts of the Project, provided that as to all casualty and loss coverage a separate value, pursuant to the requirements of this Article, is assigned by the insurer to this condominium.

XV. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

Whether, and the manner in which, any or all of the Condominium Property damaged or destroyed by casualty shall be repaired, reconstructed or replaced shall be determined as follows:

A. Residential Buildings.

If one or more residential buildings shall be damaged or destroyed, repair or reconstruction thereof, or termination of the Condominium, shall be in accordance with the following:

(1) Total Destruction of All Buildings.

If all of the residential buildings of the Condominium are totally destroyed or are so damaged that no Unit therein is habitable, none of the buildings and none of the improvements comprising Common Elements shall be reconstructed, and the Condominium shall be terminated unless the owners of Units to which seventy-five percent (75%) of the Common Elements are appurtenant agree in writing, within 60 days after the date of such destruction, to reconstruct the same and unless the then applicable zoning and other regulatory laws and ordinances shall allow the same to be reconstructed, or unless any policy or policies of casualty insurance covering the same shall require reconstruction thereof as a condition precedent to the payment of proceeds thereunder.

(2) Damage to and Destruction of Some Buildings.

If some, but not all, of the residential buildings are damaged and/or destroyed and one or more of the Units in one or more of the buildings remain habitable, the

damaged or destroyed Common Elements and/or Units shall be repaired or reconstructed, so that each building and/or Unit shall be restored to substantially the same condition as existed prior to such damage or destruction, unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere herein provided that the Condominium shall be terminated.

D. Common Elements.

Damaged or destroyed improvements constituting part of the Common Elements shall be repaired, reconstructed and/or replaced unless, in the event of total destruction of the Units, or, by agreement after partial destruction, the Condominium shall be terminated.

C. Certificate.

The Insurance Trustee may rely upon a certificate executed by the President and Secretary of the Association to determine whether or not damaged or destroyed Condominium Property shall be repaired or reconstructed.

D. Plans and Specifications.

Repair or reconstruction of Condominium Property shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed; provided, that the Board of Directors of the Association may authorize reasonable variations from the original plans and specifications as may appear to them to be necessary or desirable.

E. Responsibility.

If the damage or destruction shall be limited only to one or more Units for which the responsibility of maintenance and repair is that of the affected Unit owners, then such Unit owners shall be responsible for carrying out the repair or reconstruction thereof. In all other instances of damage or destruction, the Association shall be responsible for carrying out the repair and reconstruction thereof.

F. Construction Funds.

All funds for the payment of repair and reconstruction costs, consisting of insurance proceeds and/or funds collected by the Association from Unit owners, shall be disbursed toward payment of such costs in the following manner:

(1) Association.

If the total funds assessed against and collected from Unit owners by the Association for payment of repair and reconstruction costs is more than fifteen thousand dollars (\$15,000.00), then all such sums shall be deposited by the Association with and disbursed by the Insurance Trustee. In all other cases the Association shall hold such sums so assessed and collected and shall disburse the same in payment of the costs of reconstruction and repair.

(2) Insurance Trustee.

The proceeds of insurance collected on account of a casualty, and the sums assessed against and collected from Unit owners by the Association and deposited with the Insurance Trustee shall constitute a construction fund which shall be disbursed in payment of the costs of repair and reconstruction in the following manner:

(a) Unit Owner.

The portion of insurance proceeds representing damage for which the responsibility of repair and reconstruction is upon one or more, but less than all, Unit owners, shall be paid by the Insurance Trustee to the affected Unit owners and, if any of such Units are mortgaged, to the affected Unit owners and their mortgagees jointly.

(b) Association - Lesser Damage.

If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than fifteen thousand dollars (\$15,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(c) Association - Major Damage.

If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than fifteen thousand dollars (\$15,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect registered to practice in Florida and employed by the Association to supervise the work.

(d) Surplus.

It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is

a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere herein stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(e) Certificate.

Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

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XVI. USE RESTRICTIONS.

Use of the Condominium Property shall be in accordance with the following provisions so long as the Condominium exists and these restrictions shall be for the benefit of and enforceable by all owners of real property within the Project and by Eastwood Shores Property Owners', Association, Inc.

A. Units.

Each of the Units shall be occupied only by a single family, its servants and guests, as a residence and for no other purpose. No Unit may be divided or subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred.

B. Common Elements.

The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

C. 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 Condominium Property by residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist. No use shall be made of any Unit or of the Common Elements or Limited Common Elements which would increase the rate of insurance upon the Condominium Property.

D. 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 pertaining to maintenance, replacement, modification or repair of the Condominium Property shall be the same as is elsewhere herein specified.

E. Leasing.

After approval of the Association, as elsewhere herein required, entire units, but not less than entire units, may be leased; provided, that no unit shall be leased or rented for less than 90 days; and further provided, that occupancy is only by the lessee, and his family, servants and guests. All leases are subject to this Declaration, the Articles, the By-Laws and the Condominium Act.

F. Pets.

Pets shall never be allowed to run freely upon any of the Condominium property except within a Unit, or any Limited Common Elements adjacent and appurtenant to it, and when outside of a Unit shall be leashed and in the company of an individual willing and able to fully control it. All pets shall be walked only in that part of the Common Elements designated by the Association for that purpose. Any owner maintaining a pet upon the Condominium property, or whose guests, lessees or invitees bring any animal upon the Condominium property, shall be fully responsible for, and shall

bear the expense of, any damage to persons or property resulting therefrom. Any such damage shall be determined by the Board of Directors of the Association and collected by the Association. If the Board determines, in its sole judgment, that any particular pet is a nuisance, it shall have the power to compel the owner thereof to remove said pet from the Condominium property.

G. Regulations.

Reasonable regulations concerning the use of the Condominium property may be made and amended from time to time by the Board, provided, however, that all such regulations and amendments thereto shall be approved by not less than a majority of the members of the Association before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit owners and residents of the Condominium upon request.

H. Proviso.

Provided, however, that until Developer has completed and sold all of the Units, neither Unit owners nor the Association nor the use of the Condominium Property shall interfere with the completion of the proposed improvements and the sale of the Units. Developer may make such completion of unsold Units and common areas as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of the Condominium property and the display of signs.

XVII. MAINTENANCE OF COMMUNITY INTERESTS.

In order to maintain a community of congenial residents and to protect the value of Units, the transfer of title to or possession of Units by any owner other than Developer shall be subject to the following provisions so long as the Condominium exists, which provisions each owner covenants to observe:

A. Transfers Subject to Approval.

(1) Sale.

No Unit owner may dispose of a Unit or any interest therein by sale without approval of the Association except to another Unit owner.

(2) Lease.

No Unit owner may transfer possession or otherwise dispose of a Unit or any interest therein by lease without approval of the Association except to another Unit owner.

(3) Gift, Devise, Inheritance or Other Transfers.

If any Unit owner shall acquire his title by gift, devise, inheritance or other manner, the continuance of his ownership shall be subject to the approval of the Association.

Association.

Approval of the Association which is required for Units shall be obtained in the following

(1) Notice to Association.

(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.

(b) Lease.

A Unit owner intending to make a bona fide lease 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, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by the Association.

(c) Gift, Devise or Inheritance; Other Transfers.

A Unit owner who has acquired his title by gift, devise, inheritance or in any other manner not heretofore considered, shall give to the Association notice of the acquisition of his title, together with such information concerning the Unit owner as the Association may reasonably require, and a certified copy of all instruments evidencing the Owner's title.

(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.

(2) Certificate of Approval.

(a) Sale.

If the proposed transaction is a sale, then, within twenty (20) 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 proper officers of the Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records in Pinellas County, Florida.

(b) Lease.

If the proposed transaction is a lease, then, within twenty (20) 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 proper officers of the Association in non-recordable form and shall be delivered to the lessee.

(c) Gift, Devise or Inheritance; Other Transfers.

If the Unit owner giving notice has acquired his title by gift, devise, inheritance or other manner, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the Unit owner's ownership of the Unit. If approved, the approval shall be upon such terms and conditions (pertaining to the Primary Occupant of the Unit and the voting of Association membership appurtenant to the Unit) as the Association may reasonably require, and the approval shall be

stated in a certificate executed by the proper officers of the Association and shall be delivered to the Unit Owner and shall be recorded in the Public Records in Pinellas County, Florida.

(3) Approval of Corporate or Fiduciary Owner or Purchaser.

Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy a Unit for such use, if the Unit owner or purchaser of a Unit is a corporation, the approval of ownership by the corporation shall be conditioned by requiring that the Primary Occupant of the Unit be also approved by the Association. The approval of ownership by a Trustee or other holder of legal title for a beneficial owner who is to be the Primary Occupant of a Unit shall also be conditioned upon approval of the Primary Occupant by the Association. Any change in the Primary Occupant of a Unit shall be considered a transfer of title to the Unit which shall be subject to the provisions of this Article XVII.

C. Disapproval by Association.

If the Association shall disapprove a transfer or ownership of a Unit, the matter shall be disposed of in the following manner:

(1) Sale.

If the proposed transaction is a sale and if the notice of sale given by the Unit owner shall so demand, then, within twenty (20) 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 the Association, or a purchaser approved by the Association who will purchase and to whom the Unit owner must sell the Unit, upon the following terms:

- (a) The price to be paid by the purchaser, to be identified in the agreement, shall be that stated in the disapproved contract to sell.
- (b) The purchase price may be paid, at the option of the purchaser to be identified in the agreement, in cash, or on the basis set forth in the contract by the purchaser the Association disapproved.
- (c) The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase.
- (d) 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, the proposed

transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

(2) Lease.

If the proposed transaction is a lease, the Unit owner shall be advised of the disapproval in writing, and the lease shall not be made.

(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 thirty (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 the Unit concerned by a purchaser approved by the Association or by the Association, who will purchase the Unit and to whom the Unit owner must sell the Unit upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between seller and purchaser within thirty (30) days from the delivery from or mailing of such agreement. In the absence of agreement as to price, the price 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 the 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.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within ten (10) days following the determination of the sale price.

(4) A certificate of the Association executed by its President or Vice President and approving the Purchaser shall be recorded in the public records of Pinellas County, Florida, at the expense of the Purchaser.

(5) If the Association shall fail to provide a purchaser as required hereby 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, which shall be recorded in the public records of Pinellas County, Florida, at the expense of the Unit owner.

D. Mortgage.

No Unit owner may mortgage his Unit nor any interest therein without the approval of the Association except to an "Institutional Lender", which term shall mean and include

banks, life insurance companies, Federal or State Savings and Loan Associations, Mortgage Companies, and Real Estate Investment Trusts. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld, except nothing shall prevent an approved unit owner selling his unit from accepting a purchase money mortgage from an approved purchaser to secure the deferred portion of the selling price.

E. Exceptions.

The foregoing provisions of this Article shall not apply to a purchase or transfer by an Institutional Lender or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional Lender or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale. Further, the provisions of this Article shall not apply to the acquisition of title to a Unit through gift, devise or inheritance by any person who is a natural child or surviving spouse of the immediately preceding owner of the Unit.

F. Unauthorized Transactions.

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

G. Notice of Lien or Suit.

(1) Notice of Lien.

A Unit owner shall give notice to the Association of every lien upon his Unit other than for permitted mortgages, taxes and special assessments within five days after the attaching of the lien.

(2) Notice of Suit.

A Unit owner shall give notice to the Association of every suit or other proceeding which may affect the title to his Unit; such notice to be given with five (5) days after the Unit owner receives knowledge thereof.

(3) Failure to Comply.

Failure to comply with this Article XVII(G) will not affect the validity of any judicial sale.

XVIII. COMPLIANCE AND DEFAULT.

Each Unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, the Articles of Incorporation and By-Laws of the Association, and any and all regulations adopted pursuant thereto, as they may be

amended from time to time. Failure of the 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:

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, lessees or other invitees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements.

B. Costs and Attorney's Fees.

In any proceeding arising because of an alleged failure of a Unit owner to comply with the terms of the Declaration, the Articles of Incorporation and By-Laws of the Association, and any and all regulations adopted pursuant thereto, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court.

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 and By-Laws of the Association, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

XIX. ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT.

To provide the funds necessary for proper operation and management of the Condominium, the Association has been granted the right to make, levy and collect assessments against the owners of all Units and said Units. The following provisions shall govern the making, levying and collecting of such assessments and the payment of the costs and expenses of operating and managing the Condominium by the Association.

A. Determination of Assessments.

Assessments by the Association, against each owner of a Unit and his Unit shall be the fractional share of the total assessments to be made against all owners of Units and their Units as is set forth in the Schedule annexed hereto and made a part hereof as Exhibit "4". Should the Association become the owner of any Unit(s), the assessment which would otherwise be due and payable to the Association by the owner(s) of such Unit(s), reduced by an amount of income which may be derived from the leasing of such Unit(s) by the Association, shall be apportioned and the assessment therefor levied ratably among the owners of all Units which are not owned by Association, based upon their proportionate interests in the Common Elements exclusive of the interests therein appurtenant to any Unit or Units owned by the Association.

D. Developer's Assessment Guaranty. The Developer guarantys to initial purchasers of units in the condominium that the monthly assessments due from such purchasers as owners of units in the Condominium for items of common expense of the Association will not exceed the amount therefor reflected in the initial budget for the Association which is provided to such purchasers by the Developer during the first calendar year after the first conveyance of a unit by the Developer and thereafter will not exceed 115% of the amount assessed to such purchaser's during the prior year each year thereafter. This guaranty shall be in force only until the earlier (i) the date upon which a majority of the Board of the Directors of the Association are elected by unit owners other than the Developer or (ii) such earlier date as Developer elects to terminate this guaranty and pay its proportional share of assessments for common expenses of the Association based upon the number of units owned by Developer. During the period of time this guaranty is in force and effect the Developer, as owner of such units, as are owned by it, shall be relieved from the obligation of paying its prorata share of assessments for common expenses of the Association, but instead shall be obligated to pay to the Association all sums in excess of sums due from all unit owners other than the Developer which are necessary to pay the actual expenses of the Association.

C. Time for Payment.

The assessment levied against the owner of each Unit and his Unit shall be payable in annual, quarterly, monthly, or such other installments and at such time as shall from time to time be fixed by the Board.

D. Annual Budget.

The Board shall, in accordance with the By-Laws of the Association, establish an Annual Budget in advance for each fiscal year, which shall correspond to the calendar year, which shall estimate all expenses for the forthcoming year required for the proper operation, management and maintenance of the Condominium, including, when deemed necessary or advisable by the Board, a reasonable allowance for contingencies and reserves and shall estimate all income to be collected during the year. Upon adoption of each annual budget by the Board, copies thereof shall be delivered to each Unit owner, and the assessment for the year shall be based upon such Budget. Failure to deliver a copy of the Budget to a Unit owner shall, however, not affect the liability of such owner for such assessment. Should the Board at any time and from time to time determine, in the sole discretion of the Board, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, the Board shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

E. Reserve Fund.

The Board, in establishing each annual budget, may, when deemed necessary or desirable, include therein a sum to be collected and maintained as a reserve fund for the replacement of Common Elements and personal property held for the joint use and benefit of the owners of all Units.

F. General Operating Reserve.

The Board, when establishing each annual budget, may, when deemed necessary or desirable, include therein a sum to be collected and maintained as a general operating reserve to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment or assessments by owners of Units, as a result of emergencies or for other reason placing financial stress upon the Association. The annual amount allocated to such operating reserve and collected therefor shall not exceed five percent (5%) of the current annual assessment levied against the owners of all Units. Upon accrual in the operating reserve of an amount equal to twenty-five percent (25%) of the current annual assessment, no further payments shall be collected from the owners of Units as a contribution to such operating reserve, unless it shall be reduced below the twenty-five percent (25%) level, in which event, the annual assessment against each owner and/or Unit shall be increased to restore the operating reserve to an amount which will equal twenty-five percent (25%) of the current annual amount of said assessment.

G. Use of Association Funds.

All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles, and By-Laws and as the monies for annual assessments are paid to Association by any Unit owner, the same may be co-mingled with monies paid to the Association by the other owners of Units. Although all funds and other assets of Association, and any increments thereto or profits derived therefrom, or from the leasing or use of Common Elements, including, without limitation, Common Surplus, shall be held for the benefit of the members of Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Unit.

H. Delinquency or Default.

The payment of any assessment or installment thereof due to the Association shall be in default if not paid to the Association on or before the due date thereof. When in default, the delinquent assessments or installments thereof shall bear interest at the rate of ten percent (10%) per annum until the same, and all interest due thereon, has been paid in full.

I. Personal Liability of Unit Owner.

The owner(s) of each Unit shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, regular or special, interest on such delinquent assessments or installments thereof as above provided, and for all costs of collecting the assessments and interest thereon, including a reasonable attorney's fee, whether suit be brought or not, levied or otherwise coming due while such person(s) or entity own(s) a Unit.

J. Liability not subject to Waiver.

No owner of a Unit may exempt himself from liability for any assessment levied against such owner and his Unit by waiver of the use or enjoyment of any of the Common Elements, or by abandonment of the Unit, or in any other manner.

K. Lien for Assessment.

The Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in Common Elements and upon any exclusive right to use any parking space or Limited Common Elements appurtenant to any such Unit, which lien shall and does secure the monies due for all: (1) assessments levied against the Unit and the owner(s) thereof, and (2) interest, if any, which may become due on delinquent assessments owing to Association, and (3) costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing its lien upon the Unit and its appurtenances. The lien granted to the Association may be established and foreclosed in the Circuit Court in and for Pinellas County, Florida, and in any suit for the foreclosure of said lien, the Association shall be entitled to rental from the owner of any Unit from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a Receiver for said Unit. The rental required to be paid shall be equal to the rental charged on comparable type of Units in the Southwest Area of Pinellas County, Florida. The lien of the Association shall also secure all advances for taxes, and payments on account of superior mortgages, liens or encumbrances made by the Association to preserve and protect its lien, together with interest at the rate of ten percent (10%) per annum on all such advances made for such purpose.

L. Recording and Priority of Lien.

The lien of the Association shall be effective from and after recording, in the Public Records of Pinellas County, Florida, a claim of lien stating the description of the Unit encumbered thereby, the name of the record owner, the amount and the date when due, and shall continue in effect until all sums secured thereby shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The lien of the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording the Association's claim of lien, except that the lien of the Association for tax or special assessment advances made by Association where any taxing authority having jurisdiction levies any tax or special assessment against the Condominium as an entirety instead of levying the same against each Unit and its appurtenant undivided interest in Common Elements, shall be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to the Association's claim of lien therefor, and the Association's claim of lien for collection of such portion

of any tax or special assessment shall specifically designate that the same secures an assessment levied pursuant to this Declaration. In addition, the Association shall be subrogated to the lien rights of the holder of any lien which it advances funds for payment of in whole or part.

M. Effect of Foreclosure, Judicial Sale or conveyance in lieu thereof.

In the event that any person, firm or corporation shall acquire title to any Unit and its appurtenant undivided interest in Common Elements by virtue of any foreclosure or judicial sale, or voluntary conveyance in lieu thereof, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for the Unit and its appurtenant undivided interest in Common Elements subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title, except that such person, firm or corporation shall acquire such title subject to the lien of any assessment by Association representing an apportionment of taxes or special assessment levied by tax authorities against the Condominium in its entirety and further subject to any subrogated rights of the Association for payments made by it as aforesaid. In the event of such acquisition of title to a Unit by foreclosure or judicial sale or voluntary conveyance in lieu thereof, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all Units (including the party so acquiring the to such units) as a part of the Common Expense, although nothing herein contained shall be construed as releasing the party personally liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

N. Effect of Voluntary Transfer.

When the owner of any Unit proposes to lease, sell or mortgage the same in compliance with other provisions of this Declaration, the Association, upon written request of the owner of such Unit, shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to Association by the owner of such Unit. Such statement shall be executed by any officer of the Association and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

In the event that a Unit is to be leased, sold or mortgaged at the time when payment of any assessment against the owner of the Unit and Unit due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association) then the rent, proceeds of such sale or mortgage proceeds, as the case may be, shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessment or installment thereof due to the Association before payment of the balance of such rent, proceeds of sale or mortgage to the owner of the Unit responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

XX. REGISTRY OF OWNERS AND MORTGAGEES.

The Association shall at all times maintain a Register of the names of the owners and mortgagees of all Units. Upon the transfer of title to any Unit, the transferee shall notify the Association in writing of his interest in such Unit together with recording information identifying the instrument by which such transferee acquired his interest in the Unit. The owner of each Unit encumbered by a mortgage shall notify the Association of the name and address of the mortgagee, the amount of such mortgage, or mortgages, and the recording information identifying the same. The holder of any mortgage encumbering a Unit may notify the Association of any such mortgage(s), and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

XXI. ALTERATIONS OF AND IMPROVEMENTS TO UNITS AND COMMON ELEMENTS.

Neither a Unit owner nor the Association shall make any alterations, improvements or additions to Units, Common Elements, or Limited Common Elements, except in compliance with the following:

A. Unless the Unit owner(s) shall first submit plans for such work to the Board, and the Board, by resolution unanimously adopted by the affirmative vote of all members thereof, shall approve and consent thereto, no alteration of or improvement or addition to a Unit, or to any Limited Common Element to which the owner has an exclusive right of use, shall be made, constructed, erected or installed which shall: (1) remove, in whole or in part, replace, reroute, or otherwise affect any column, bearing wall or partition, pipe, duct, wire or conduit, or obstruct any easement herein provided for, or (2) remove, or change the style, pattern, material, texture or outside color of any door, window, screen, fixture, equipment, enclosure, or appliance in or on an exterior Unit or building wall, or (3) cover, from the inside or outside, the glass or other transparent and/or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted

on the side visible from the exterior with a neutral color material, or (4) affix to or over any exterior door or window, or otherwise install on the exterior, of any Unit or building, any storm or hurricane shutter or awning or any protective or decorative panel, panelling, trim, enclosure, fixture, or appliance, or (5) otherwise change, modify or alter the exterior of any Unit or building so that it thereby differs in appearance from any other Units or buildings of the same type. There shall be no material alterations or substantial improvements or additions to the Common Elements except in the following manner: subject to the foregoing restrictions against changing the exterior appearance of Units and/or buildings, the Association shall have the right to make or cause to be made alterations, improvements and/or additions to the Common Elements, except the acquisition of additional real property, which have been approved by the owner of Units to which seventy-five percent (75%) of the Common Elements are appurtenant. The cost of such alterations, improvements and/or additions shall be assessed against and collected from the owners of all Units as Common Expenses.

B. Notwithstanding any provision hereinabove set forth to the contrary, the Board of Directors of the Association may adopt a basic approved plan for screening balconies and ground level rear area patios. If such plan is adopted, Owners of the Units of each building in the Condominium may screen said balconies or ground level rear area patios attached to their Units in accordance with said approved basic plan without specific consent from the Board of Directors of the Association, provided that such screening conforms in all respects to the approved basic plans therefor.

XXII. TERMINATION.

The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

A. Destruction.

In the event it is determined in the manner elsewhere herein provided that the improvements shall not be reconstructed because of total destruction or major damage, the Condominium plan of ownership will be thereby terminated without agreement.

B. Agreement.

The Condominium may be terminated at any time by the approval in writing of all of the owners of Units in the Condominium, and by all record owners of mortgages upon Units therein owned by Institutional Lenders and other mortgagees approved by the Association. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of Units to which not less than seventy-five percent (75%) of the Common Elements are appurtenant, and of the record owners of all mortgages upon Units in the Condominium owned by Institutional Lenders and other mortgagees approved by the Association, are obtained not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy

all of the Units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

(1) Exercise of Option.

The option shall be exercised by delivery or mailing by certified mail to each of the record owners 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 of the Units owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(2) Price.

The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (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 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.

(3) Payment.

The purchase price shall be paid in cash.

(4) Closing.

The sale shall be closed within thirty (30) days following the determination of the sale price.

C. Certificate.

The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its 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.

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 mortgagees and lienors shall have mortgages and liens upon the respective undivided 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 as set forth in Exhibit "4" hereto.

E. Amendment.

This Article XXII shall not be amended without consent of all Unit owners and of all owners of mortgages required to approve termination by agreement.

XXIII. RIGHTS OF DEVELOPER TO SELL OR LEASE UNITS.

So long as Developer, or any mortgagee succeeding Developer in title, shall own any Unit, it shall have the absolute right to lease or sell any such Unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interests, and as to the lease or sale of such unit, the right of first refusal and any right of redemption herein granted to the Association shall not be operative or effective in any manner.

XXIV. MISCELLANEOUS.

A. Severability.

The invalidity in whole or in part of any covenant or restriction, or any Article, subarticle, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-laws and regulations of the Association shall not affect the validity of the remaining portions thereof.

B. Applicability of Declaration of Condominium.

All present or future owners, tenants, or any other person who might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration, and the mere acquisition or rental of any Unit, or the mere act of occupancy of any Unit, shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects.

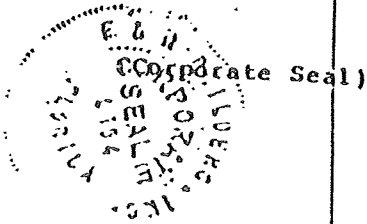
C. Construction.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of Condominium ownership. In the event of any conflict between the provisions of this Declaration and the Condominium Act, the provisions of the Declaration shall prevail.

D. Parties Bound.

The restrictions and burdens imposed by this Declaration of Condominium are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each Unit and its appurtenant undivided interest in Common Elements and this Declaration shall be binding upon Developer, its successors and assigns, and upon all parties who may subsequently become owners of Units in the Condominium, and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, Developer has caused the foregoing Declaration of Condominium to be executed, and its corporate seal to be affixed, by its undersigned, duly authorized officers on the date set forth above.



F & R BUILDERS, INC.

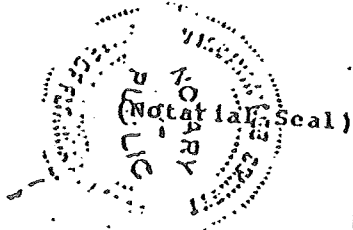
By: M. E. Saleda
Vice President

Attest: Victor L. Stosik
Assistant Secretary

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned authority, personally appeared M. E. SALEDA and VICTOR L. STOSIK, to me known to be the Vice President and Asst. Secretary of F & R Builders, Inc., a Florida corporation, and who acknowledged before me that they did, as such officers, execute the foregoing Declaration of Condominium as the act and deed of said corporation and that the same was executed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 12th day of April, 1979.



James Joe Bennett
Notary Public,
State of Florida at Large
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 25 1982
BONDED THRU GENERAL INS. UNDERWRITERS

EXHIBIT 1LEGAL DESCRIPTION
FOR
EASTWOOD SHORES CONDOMINIUM NO. 1

(28 units)

For a point of reference commence at the Northeast corner of the Southeast quarter of Section 29, Township 29 South, Range 16 East, Pinellas County, Florida, thence N. $88^{\circ}45'11''$ W., (assumed) along the North boundary of said Southeast quarter, a distance of 823.60 ft.; thence S. $1^{\circ}14'49''$ W., 303.43 ft. to the Northeast corner of Pinellas Pines Townhomes Phase I, a condominium, recorded in Condominium Book 15, Pages 89, 90, and 91, Public Records of Pinellas County, Florida, said Northeast corner being also the Northwest corner of Pinellas Pines Phase I, a condominium, recorded in Condominium Book 15, Pages 16 through 20 inclusive, Public Records of Pinellas County, Florida; thence continue S. $1^{\circ}14'49''$ W., along the Westerly boundary of said Pinellas Pines Phase I a distance of 305.00 ft.; thence N. $87^{\circ}30'49''$ E., along the South boundary of said Pinellas Pines Phase I, a distance of 160.00 ft. for a Point of Beginning, from said P. O. B. continue N. $87^{\circ}30'49''$ E., along said South boundary a distance of 205.21 ft.; thence Southeasterly along an arc of a 386.64 ft. radius curve to the left a distance of 97.67 ft. to the P. T. of said curve, said arc being subtended by a 97.41 chord, bearing S. $34^{\circ}04'48''$ E., said arc also lying on the Southerly boundary of said Pinellas Pines Phase I; thence S. $41^{\circ}18'56''$ E., 117.96 ft.; thence S. $48^{\circ}38'06''$ W., 121.94 ft.; thence S. $55^{\circ}43'05''$ W., 41.61 ft.; thence S. $34^{\circ}16'10''$ E., 35.74 ft.; thence S. $57^{\circ}25'46''$ W., 113.62 ft.; thence N. $37^{\circ}10'59''$ W., 45.37 ft.; thence N. $89^{\circ}01'33''$ W., 45.00 ft.; thence N. $29^{\circ}01'32''$ W., 80.89 ft.; thence N. $5^{\circ}00'50''$ W., 250.18 ft. to the P. O. B.
Containing 1.86 acres, more or less.

EXHIBIT 1-A

LEGAL DESCRIPTION
FOR
FUTURE PHASE OF EASTWOOD SHORES CONDOMINIUM NO. 1

(24 unit(s))

For a point of reference, commence at the Northeast corner of the Southeast quarter of Section 29, Township 29 South, Range 16 East, Pinellas County, Florida, thence N. 88°45'11"W., (assumed) along the North boundary of said Southeast quarter, a distance of 823.60 ft.; thence S 01°14'49"W., 303.43 ft. to the Northeast corner of Pinellas Pines Townhomes Phase I, a condominium, recorded in Condominium Book 15, Pages 89, 90 and 91, Public Records of Pinellas County, Florida, said Northeast corner being also the Northwest corner of Pinellas Pines Phase I, a condominium, recorded in Condominium Book 15, Pages 16 through 20 inclusive, Public Records of Pinellas County, Florida; thence continue S. 01°14'49"W., along the Westerly boundary of said Pinellas Pines Phase I a distance of 305.00 ft.; thence N. 87°30'49"E., along the South boundary of said Pinellas Pines Phase I, a distance of 160.00 ft. for a Point of Beginning; from said P. O. B. continue N. 87°30'49"E., along said South boundary a distance of 205.21 ft.; thence Southeasterly along an arc of a 386.64 ft. radius curve to the left a distance of 97.67 ft. to the P. T. of said curve, said arc being subtended by a 97.41 ft. chord, bearing S. 34°04'48"E., said arc also lying on the Southerly boundary of said Pinellas Pines Phase I; thence S. 41°18'56"E., 47.39 ft.; thence S. 43°59'34"W., 64.55 ft. to the P. C. of a 143.00 ft. radius curve to the right; thence Southwesterly along the arc of said curve a distance of 17.26 ft. to the P. T. of said curve, said arc being subtended by a 114.00 ft. chord, bearing S. 67°29'00.5"W.; thence N. 89°01'33"W., 226.49 ft.; thence N. 00°58'27"E., 80.00 ft.; thence N. 37°10'59"W., 89.02 ft.; thence N. 89°01'33"W., 45.00 ft.; thence N. 29°01'32"W., 80.89 ft.; thence N. 05°00'50"W., 250.18 ft. to the P. O. B.

LESS AND EXCEPT

For a point of reference commence at the Northeast corner of the Southeast quarter of Section 29, Township 29 South, Range 16 East, Pinellas County, Florida, thence N. 88°45'11"W., (assumed) along the North boundary of said Southeast quarter, a distance of 823.60 ft.; thence S. 01°14'49"W., 303.43 ft. to the Northeast corner of Pinellas Pines Townhomes Phase I, a condominium, recorded in Condominium Book 15, Pages 89, 90 and 91, Public Records of Pinellas County, Florida, said Northeast corner being also the Northwest corner of Pinellas Pines Phase I, a condominium, recorded in Condominium Book 15, Pages 16 through 20 inclusive, Public Records of Pinellas County, Florida; thence continue S. 01°14'49"W., along the Westerly boundary of said Pinellas Pines Phase I a distance of 305.00 ft.; thence N. 87°30'49"E., along the South boundary of said Pinellas Pines Phase I, a distance of 160.00 ft. for a Point of Beginning, from said P. O. B. continue N. 87°30'49"E., along said South boundary a distance of 205.21 ft.; thence Southeasterly along an arc of a 386.64 ft. radius curve to the left a distance of 97.67 ft. to the P. T. of said curve, said arc being subtended by a 97.41 ft. chord, bearing S. 34°04'48"E., said arc also lying on the Southerly boundary of said Pinellas Pines Phase I; thence S. 41°18'56"E., 117.96 ft.; thence S. 48°38'06"W., 121.94 ft.; thence S. 55°43'05"W., 44.61 ft.; thence S. 34°16'10"E., 35.74 ft.; thence S. 57°25'46"W., 113.62 ft.; thence N. 37°10'59"W., 45.37 ft.; thence N. 89°01'33"W., 45.00 ft.; thence N. 29°01'32"W., 80.89 ft.; thence N. 05°00'50"W., 250.18 ft. to the P. O. B.

Containing 1.75 acres, more or less.

EXHIBIT 1-BOVERALL LEGAL DESCRIPTION
FOR
EASTWOOD SHORES CONDOMINIUM NO. 1

(52 units)

For a point of reference commence at the Northeast corner of the Southeast quarter of Section 29, Township 29 South, Range 16 East, Pinellas County, Florida, thence N. $88^{\circ}45'11''$ W., (assumed) along the North boundary of said Southeast quarter, a distance of 823.60 ft.; thence S $1^{\circ}14'49''$ W., 303.43 ft. to the Northeast corner of Pinellas Pines Townhomes Phase I, a condominium, recorded in Condominium Book 15, Pages 89, 90 and 91, Public Records of Pinellas County, Florida, said Northeast corner being also the Northwest corner of Pinellas Pines Phase I, a condominium, recorded in Condominium Book 15, Pages 16 through 20 inclusive, Public Records of Pinellas County, Florida; thence continue S $1^{\circ}14'49''$ W., along the Westerly boundary of said Pinellas Pines Phase I a distance of 305.00 ft.; thence N. $87^{\circ}30'49''$ E., along the South boundary of said Pinellas Pines Phase I, a distance of 160.00 ft. for a Point of Beginning; from said P. O. B. continue N. $87^{\circ}30'49''$ E., along said South boundary a distance of 205.21 ft.; thence Southeasterly along an arc of a 386.64 ft. radius curve to the left a distance of 97.67 ft. to the P. T. of said curve, said arc being subtended by a 97.41 ft. chord, bearing S. $34^{\circ}04'48''$ E., said arc also lying on the Southerly boundary of said Pinellas Pines Phase I; thence S. $41^{\circ}18'56''$ E., 417.39 ft.; thence S. $43^{\circ}59'34''$ W., 64.55 ft. to the P. C. of a 143.00 ft. radius curve to the right; thence Southwesterly along the arc of said curve a distance of 117.26 ft. to the P. T. of said curve, said arc being subtended by a 114.00 ft. chord, bearing S. $67^{\circ}29'00.5''$ W.; thence N. $89^{\circ}01'33''$ W., 226.49 ft., thence N. $00^{\circ}58'27''$ E., 80.00 ft.; thence N. $37^{\circ}10'59''$ W., 89.02 ft.; thence N. $89^{\circ}01'33''$ W., 45.00 ft.; thence N. $29^{\circ}01'32''$ W., 80.89 ft.; thence N. $5^{\circ}0'50''$ W., 250.18 ft. to the P. O. B. Containing 3.61 acres, more or less.

EASTWOOD SHORES

SITUATED IN SECTION 29 - TOWNSHIP 20 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

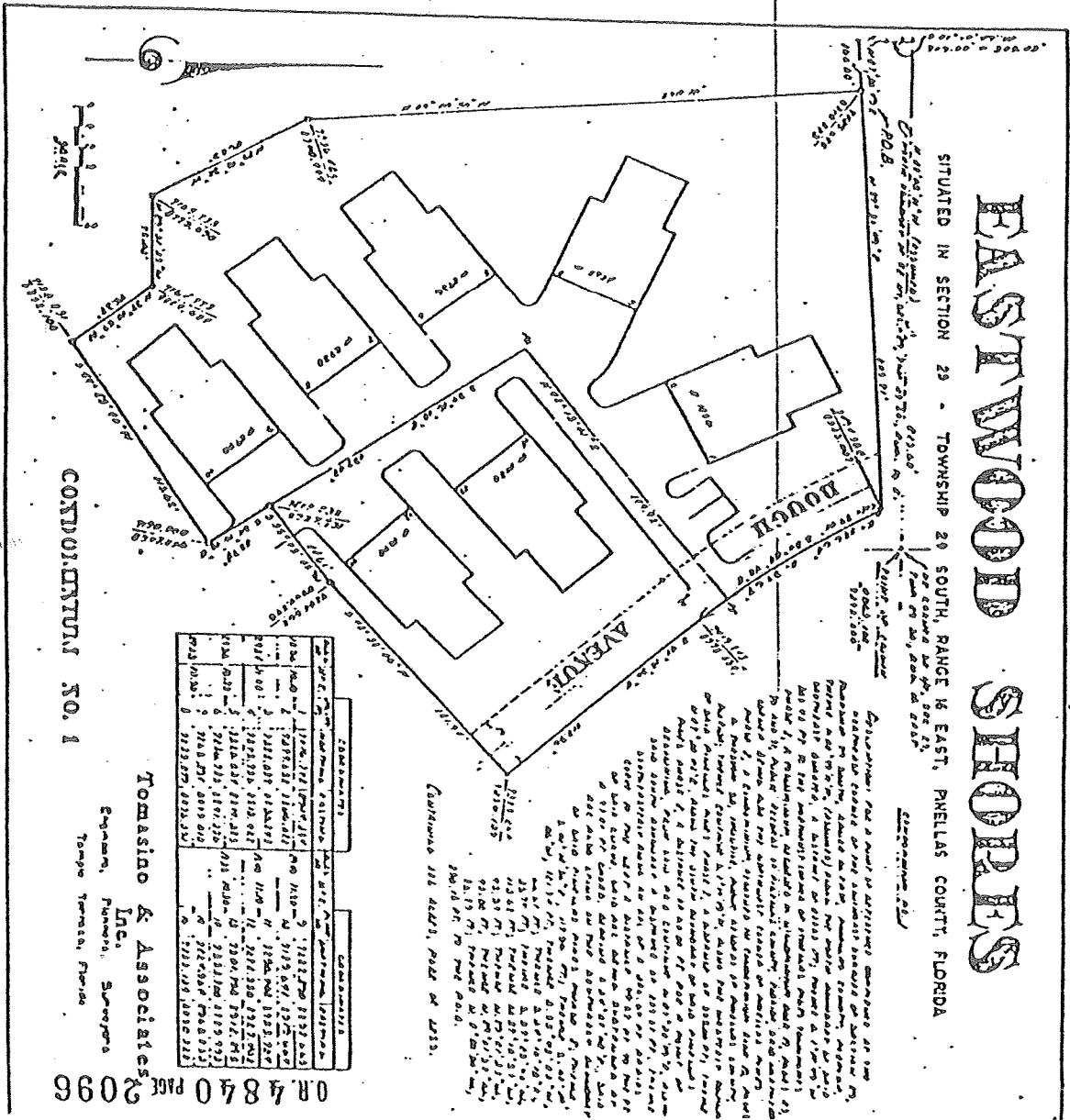


EXHIBIT 2

CONDOMINIUM NO. 1

Tomasino & Associates, Inc.

Engineers, Planners, Surveyors
Tampa, Florida

SHEET NO. 2 OF 6

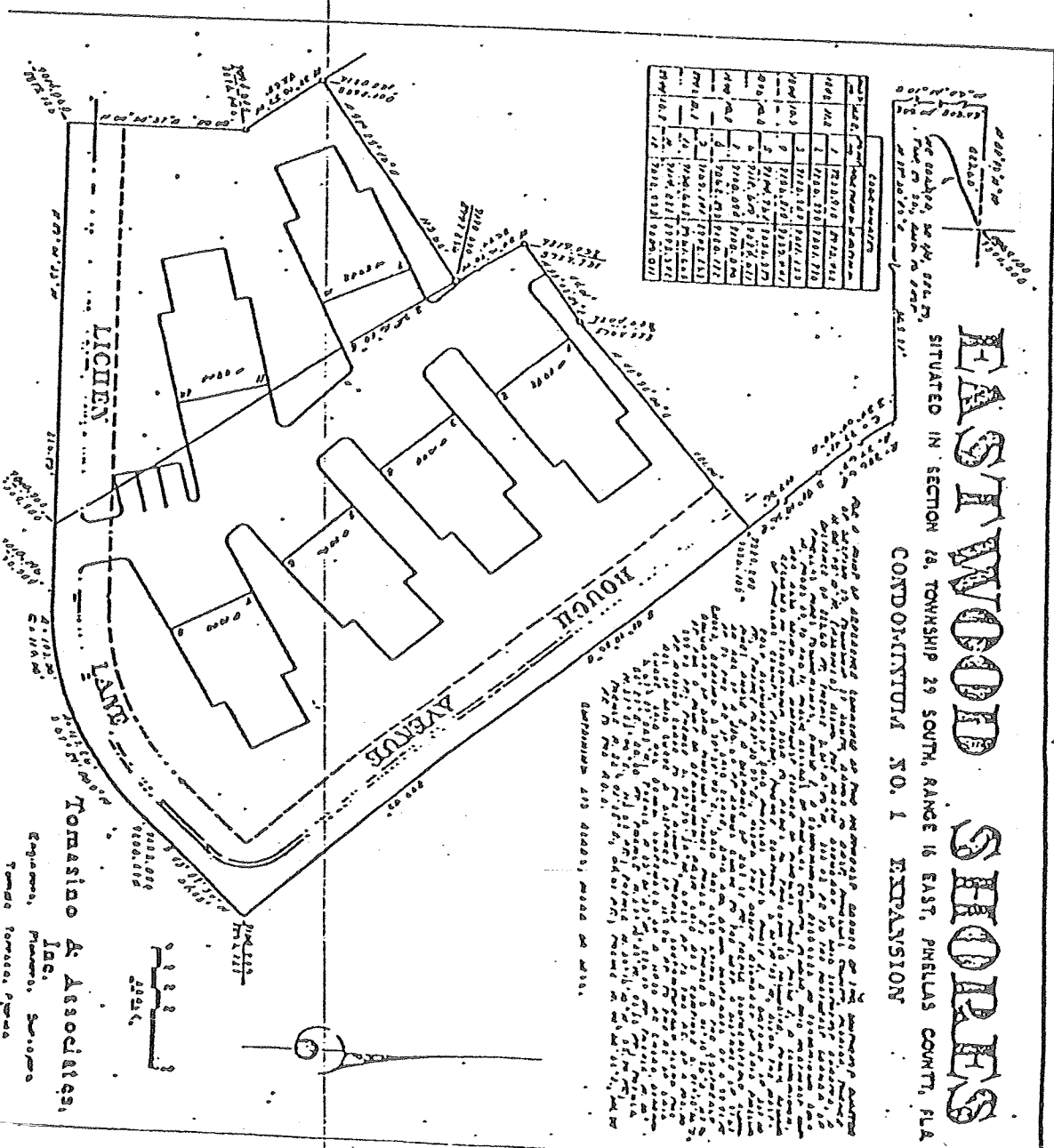
OR 4840 PAGE 2096

PROPOSED "PLOT PLAN"

FOR

PHASE 2 OF EASTWOOD SHORES CONDOMINIUM NO. 1

(24 UNITS)



UNIT NO.	UNIT TYPE	NET AREA (SQ. FT.)	GROSS AREA (SQ. FT.)	COMMON AREA (SQ. FT.)
1	1 BR	1,111.00	1,211.00	100.00
2	1 BR	1,111.00	1,211.00	100.00
3	1 BR	1,111.00	1,211.00	100.00
4	1 BR	1,111.00	1,211.00	100.00
5	1 BR	1,111.00	1,211.00	100.00
6	1 BR	1,111.00	1,211.00	100.00
7	1 BR	1,111.00	1,211.00	100.00
8	1 BR	1,111.00	1,211.00	100.00
9	1 BR	1,111.00	1,211.00	100.00
10	1 BR	1,111.00	1,211.00	100.00
11	1 BR	1,111.00	1,211.00	100.00
12	1 BR	1,111.00	1,211.00	100.00
13	1 BR	1,111.00	1,211.00	100.00
14	1 BR	1,111.00	1,211.00	100.00
15	1 BR	1,111.00	1,211.00	100.00
16	1 BR	1,111.00	1,211.00	100.00
17	1 BR	1,111.00	1,211.00	100.00
18	1 BR	1,111.00	1,211.00	100.00
19	1 BR	1,111.00	1,211.00	100.00
20	1 BR	1,111.00	1,211.00	100.00
21	1 BR	1,111.00	1,211.00	100.00
22	1 BR	1,111.00	1,211.00	100.00
23	1 BR	1,111.00	1,211.00	100.00
24	1 BR	1,111.00	1,211.00	100.00

AS SHOWN ON THE PLAT OF THE EASTWOOD SHORES CONDOMINIUM NO. 1, THE TOTAL AREA OF THE CONDOMINIUM IS 240,000 SQ. FT. THE TOTAL AREA OF THE CONDOMINIUM IS 240,000 SQ. FT. THE TOTAL AREA OF THE CONDOMINIUM IS 240,000 SQ. FT.

EASTWOOD SHORES
 SITUATED IN SECTION 28, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLA
 CONDOMINIUM NO. 1 EXPANSION

Tommasio A. Associates, Inc.
 Engineers, Planners, Surveyors
 Tommasio, Tommasio, Ponce



EXHIBIT 3

LEGAL DESCRIPTION
FOR
EASTWOOD SHORES

Legal Description of property in Section 28 and 29 Township 29 South, Range 16 East, Pinellas County, Florida described as follows:

From the Northeast corner of the Southeast quarter of said Section 29 run N. 88°45'11"W assumed 206.50 ft. (N. 88°47'44"W, as recorded in Unit 1 of Sunrise Vista Subdivision P. B. 33, Page 33); thence S. 2°05'08"E. (S. 2°07'41"E, recorded), 40.07 ft., to the Point of Beginning; thence S. 2°05'08"E., (S. 2°07'41"E, recorded), 293.98 ft.; thence along the boundaries of Sunrise Vista as recorded in Plat Book 28, Page 11, Wolford's - Replat, as recorded in Plat Book 33, Page 17, Sunrise Vista Unit 1, as recorded in Plat Book 33, Page 33, and Sunrise Vista Unit 2, as recorded in Plat Book 33, Page 86, all in the Public Records of Pinellas County, Florida, the next seven calls, S. 40°55'11"E., (S. 40°57'44"E, recorded), 771.73 ft.; thence N. 82°46'13"E., 144.22 ft.; thence N. 69°34'03"E., 69.43 ft.; thence N. 67°31'05"E., 110.68 ft.; thence S. 40°55'11"W., 26.43 ft.; thence N. 49°04'49"E., 180.00 ft.; thence N. 40°55'11"W., 961.79 ft., to the North line of said Section 28; thence S. 88°45'11"E., 224.99 ft., along said Meander line, 1062.69 ft., to the East line of Government Lot 1 in said Section 28; thence S. 2°07'49"E., 920.26 ft., to the Southeast corner of said Government Lot 1; thence N. 89°14'32"W., 1336.70 ft., to the West line of said Section 28; thence N. 88°58'54"W., 1287.61 ft., to the East right-of-way line of C.R. 256 (Wolford Road); thence N. 1°45'01"W., 405.12 ft.; thence along the boundaries of Pinellas Pines Townhomes Phase I, a condominium, as recorded in Condominium Book 15, Pages 89-91, and Pinellas Pines Phase I, a condominium, as recorded in Condominium Book 15, Pages 16-20, Public Records of Pinellas County, Florida, the next eighteen calls, S. 89°01'33"E., 466.04 ft. (463.95 ft. recorded); thence N. 90°20'13"W., 313.55 ft.; thence N. 87°30'49"E., 365.21 ft.; thence along a curve to the left, with a radius of 386.64 ft., arc 97.67 ft., chord 97.41 ft., chord bearing S. 34°04'48"E.; thence N. 69°42'30"E., 408.03 ft. (408.36 ft. recorded); thence N. 40°55'11"W., 244.06 ft. (N. 40°55'41"W., 243.99 ft. recorded); thence N. 2°05'08"W., 30.10 ft. (N. 2°07'41"W., 30.02 ft. recorded); thence N. 88°45'11"W., 344.18 ft.; thence N. 0°32'20"W., 4.00 ft.; thence N. 88°45'11"W., 197.46 ft.; thence N. 1°14'49"E., 126.00 ft.; thence N. 88°45'11"W., 112.31 ft.; thence along a curve to the right with radius of 96.00 ft., arc and chord 4.25 ft., chord bearing S. 18°42'17"E.; thence N. 88°45'11"W., 32.64 ft.; thence S. 90°14'15"E., 174.96 ft.; thence S. 88°06'56"W., 303.08 ft. (302.00 ft. recorded), to the East right-of-way line of C.R. 256 (Wolford Road); thence N. 1°45'01"W., 452.64 ft. (N. 1°53'04"W, recorded); thence S. 88°45'11"E. 1073.89 ft. to the Point of Beginning.

Containing 52.67 acres, more or less.

LEGAL DESCRIPTION FOR FUTURE AREAS OF DEVELOPMENT OF EASTWOOD SHORES

Legal Description of property in Section 28 and 29 Township 29 South, Range 16 East, Pinellas County, Florida described as follows:

From the Northeast corner of the Southeast quarter of said Section 29 run N.88°45'11"W assumed 206.50 ft. (N.88°47'44"W, as recorded in Unit 1 of Sunrise Vista Subdivision P.B. 33, Page 33); thence S.2°05'08"E. (S.2°07'41"E, recorded), 40.07 ft., to the Point of Beginning; thence S.2°05'08"E. (S.2°07'41"E, recorded), 293.98 ft.; thence along the boundaries of Sunrise Vista as recorded in Plat Book 28, Page 11, Wolford's Replat, as recorded in Plat Book 33, Page 17, Sunrise Vista Unit 2, as recorded in Plat Book 33, Page 86, all in the Public Records of Pinellas County, Florida, the next seven calls, S.40°55'11"E., 144.22 ft.; thence N.69°34'03"E., 69.43 ft.; thence N.82°46'13"E., 110.68 ft.; thence S.40°55'11"W., 26.43 ft.; thence N.49°04'49"E., 180.00 ft.; thence N.40°55'11"W., 224.99 ft., to the North line of said Section 28; S.67°19'19"E., along said Meander line, 1062.69 ft., to the East line of Government Lot 1 in said Section 28; thence S.2°07'49"E., 920.26 ft., to the Southeast corner of said Government Lot 1; thence N.89°14'32"W., 1336.70 ft., to the West line of said Section 28; thence N.88°58'54"W., 1287.61 ft., to the East right-of-way line of C.R. 256 (Wolford Road); thence N.1°45'01"W., 405.12 ft.; thence along the boundaries of Pinellas Pines Townhomes Phase 1, a condominium, as recorded in Condominium Book 15, Pages 89-91, and Pinellas Pines Phase 1, a condominium, as recorded in Condominium Book 15, Pages 16-20, Public Records of Pinellas County, Florida, the next eighteen calls, S.89°01'33"E., 466.04 ft. (463.95 ft. recorded); thence N.9°20'13"W., 313.55 ft.; of 386.64 ft., arc 97.67 ft., chord 97.41 ft., chord bearing S.34°04'48"E.; thence N.69°42'30"E., 408.03 ft. (408.36 ft. recorded); thence N.40°55'11"W., 244.06 ft. (N.40°55'41"W., 243.99 ft., recorded); thence N.2°05'08"W., 30.10 ft. (N.2°07'41"W., 30.02 ft. recorded); thence N.88°45'11"W., 344.18 ft.; thence N.0°32'20"W., 4.00 ft.; thence N.88°45'11"W., 197.46 ft.; thence N.1°14'49"W., 126.00 ft.; thence N.88°45'11"W., 112.31 ft.; thence along a curve to the right with radius of 96.00 ft., arc and chord 4.25 ft.; chord bearing S.18°42'17"E.; thence N.88°45'11"W., 32.64 ft.; thence S.9°14'15"E., 174.96 ft.; thence S.88°06'56"W., 303.08 ft. (302.00 ft. recorded), to the East right-of-way line of C.R. 256 (Wolford Road); thence N.1°45'01"W., 452.64 ft. (N.1°53'04"W. recorded); thence S.88°45'11"E. 1073.89 ft. to the Point of Beginning.

Containing 52.67 acres, more or less.

LESS AND EXCEPT:

For a point of reference commence at the Northeast corner of the Southeast quarter of Section 29, Township 29 South, Range 16 East, Pinellas County, Florida, thence N. 88°45'11"W., (assumed) along the North boundary of said Southeast quarter, a distance of 823.60 ft.; thence S. 1°14'49"W., 303.43 ft. to the Northeast corner of Pinellas Pines Townhomes Phase I, a condominium, recorded in Condominium Book 15, Pages 89, 90, and 91, Public Records of Pinellas County, Florida, said Northeast corner being also the Northwest corner of Pinellas Pines Phase I, a condominium, recorded in Condominium Book 15, Pages 16 through 20 inclusive, Public Records of Pinellas County, Florida; thence continue S. 1°14'49"W., along the Westery boundary of said Pinellas Pines Phase I a distance of 305.00 ft.; thence N. 87°30'49"E., along the South boundary of said Pinellas Pines Phase I, a distance of 160.00 ft. for a Point of Beginning, from said P. O. B. continue N. 87°30'49"E., along an arc of South boundary a distance of 205.21 ft.; thence Southeasterly along an arc of a 386.64 ft. radius curve to the left a distance of 97.67 ft. to the P. T. of said curve, said arc being subtended by a 97.41 chord, bearing S. 34°04'48"E., said arc also lying on the Southerly boundary of said Pinellas Pines Phase I; thence S. 41°18'56"E., 117.96 ft.; thence S. 48°38'06"W., 121.94 ft.; thence S. 55°43'05"W., 44.61 ft.; thence S. 34°16'10"E., 35.74 ft.; thence S. 57°25'46"W., 113.62 ft.; thence N. 37°10'59"W., 45.37 ft.; thence N. 89°01'33"W., 45.00 ft.; thence N. 29°01'32"W., 80.89 ft.; thence N. 50°05'00"W., 250.18 ft. to the P. O. B.

Containing 1.86 acres, more or less.

PLUS:

Commence at the Northeast corner of the Southeast quarter of Section 29, Township 29 South, Range 16 East the same being the Northwest corner of the Southwest quarter of Section 28, Township 29 South, Range 16 East, Pinellas County, Florida; thence S. 88°45'11"E., assumed (S. 88°47'44"E. recorded) along the north boundary of the Southwest quarter of said Section 28 a distance of 145.57 ft. for a Point of Beginning; from said P. O. B., continue S. 88°45'11"E., 224.99 ft. to the Government Meander line; thence S. 67°19'19"E., along said Meander line, 1062.69 ft., to the east line of Government lot 1, in said Section 28; thence S. 2°07'49"E., 920.26 ft. to the Southeast corner of said Government Lot 1; thence N. 45°23'48"W., 291.20 ft.; thence N. 44°57'16"W., 569.49 ft.; thence along the Northeastly boundary of Unit 1 of Sunrise Vista Subdivision as recorded in Plat Book 33, Pg. 33 and Wolford's Replat of Sunrise Vista Subdivision as recorded in Plat Book 33, Pg. 17 all in the Public Records of Pinellas County, Florida, N. 40°55'11"W (N. 40°57'44"W. recorded) a distance of 961.79 ft. to the P. O. B.

Containing 14.27 acres, more or less.

Percentage of Ownership of Common Elements
 and
 Percentage of Share of Common Expenses and Surplus

Building #	Unit	Percentage
1836	A	1.755
1836	B	1.981
1836	C	1.981
1836	D	1.975
1838	A	1.755
1838	B	1.981
1838	C	1.981
1838	D	1.975
1840	A	1.755
1840	B	1.981
1840	C	1.981
1840	D	1.975
1842	A	1.755
1842	B	1.981
1842	C	1.981
1842	D	1.975
1844	A	1.755
1844	B	1.981
1844	C	1.981
1844	D	1.975
1846	A	1.755
1846	B	1.981
1846	C	1.981
1846	D	1.975
1848	A	1.755
1848	B	1.981
1848	C	1.981
1848	D	1.975
2934	A	1.755
2934	B	1.981
2934	C	1.981
2934	D	1.975
2936	A	1.755
2936	B	1.981
2936	C	1.981
2936	D	1.975
2938	A	1.755
2938	B	1.981
2938	C	1.981
2938	D	1.976
2940	A	1.755
2940	B	1.981
2940	C	1.981
2940	D	1.976
2942	A	1.755
2942	B	1.981
2942	C	1.981
2942	D	1.976
2944	A	1.755
2944	B	1.981
2944	C	1.981
2944	D	1.976

TOTAL 100.000

EASTWOOD SHORES ASSOCIATION I, INC.
RULES & REGULATIONS
REVISED JANUARY 2002

GENERAL

1. Prior Board approval for all leases/sales of units. Leases must be for a minimum of 90 days (no more than 4 in one 12 month period allowed.) All sales/leases must be submitted on the approved lease/sale application (a check attached in the amount of \$50.00 and a copy of the signed lease and/or sales contract attached. Management will run a criminal/credit background check on the applicant, prior to forwarding for board approval. Please allow 20 days.
2. Units are to be used for single family residences. No unit shall be occupied by more than two (2) persons for each bedroom.
3. No nuisance shall be allowed. Loud stereos, radios, TVs barking dogs, boisterous parties, etc. will not be tolerated.
4. Trash pickups are Monday and Thursday. It must be in tied plastic bags/garbage containers. Boxes must be flattened. Trash should not be put out the night before, it creates animal problems.
5. No signs, notices, or advertisements shall be placed in any windows or common elements, without the prior approval of the board.
6. No exterior painting, planting, repairs, additions, decorations, or t.v. antennas/dishes are permitted; without prior board approval. Window screens must be kept in good repair and if used, must be kept secured to the windows.
7. No hanging of clothing, towels, shall be permitted to be aired over railings.
8. No charcoal grills are permitted on balconies or enclose patios. Only gas grills/electric grills may be used and with extreme caution.
9. Only one (1) pet is allowed per unit. The pet must be twenty (20) pounds or less at maturity. Prior Board approval is necessary. All pets must be leashed when outside. All pets must be picked up after. No pet may be left outside unattended. They must be walked away from buildings, shrubs, parking and landscaped areas. Excessive barking, once warned, if continued will cause the owner to have to remove the pet permanently from the complex. No pets shall be raised for commercial purposes.
10. Owners will be held responsible for the actions of their children or other family members, guests, invitees, lessees, etc. including any damage to the Common Elements.
11. No ball playing, golf, frisbee, etc. on the mail driveway areas or grasses areas between building. Bike riding on grass is prohibited.
12. Owners are responsible for maintaining the interior of their units, this includes the entire air-conditioning system, plumbing, and electrical facilities, (exterior electrical boxes).
13. All complaints, suggestions, and work orders must be in writing, signed, and sent to Management, at the above address. Management will respond in writing, in the name of the Board of Directors. All complaints, violation notices, etc. will be kept confidential.

PARKING

1. No vehicles belonging to owner, family member, or guest can be parked in the driveways or any place where it will prevent ready access to another Owners unit or garage. A maximum of two (2) vehicles per unit is allowed. (One must be parked in the garage and the other in front of the garage door). The extra space provided in the center of the building is for the exclusive use of the residents of that building only; but is not for vehicle storage.

2. Guest/visitor parking areas are not to be used by residents Guest/visitor spaces usage may not exceed one (1) week.
3. No parking on grass or between buildings. Damage done to any sprinklers, grass etc. will be at the owner's expense.
4. No commercial vehicles, boats, trailers, campers, or recreational vehicles are permitted on the common elements.
5. No repairs, mechanical or otherwise are permitted. No grease or oil spills are permitted. Owners will be responsible for asphalt repairs if this occurs.
6. All muffler systems on all vehicles must be maintained in accordance with City ordinances covering noise disturbance.

POOL FACILITY

1. The pool is for the use and enjoyment of associations' 1, 2 and 3.
2. Pool rules are posted in the pool area. A pool gate access key is available from Management (\$25.00 deposit.)

OR 4840 PAGE 2118

EXHIBIT 6

BY-LAWS

OF

EASTWOOD SHORES CONDOMINIUM NO. 1 ASSOCIATION, INC.

A CORPORATION NOT FOR PROFIT

I. IDENTITY

A. These are the By-Laws of Eastwood Shores Condominium No. 1, Association, Inc. (the "Association"), a Florida corporation not for profit, the Articles of Incorporation (the "Articles") of which were filed in the office of the Secretary of State of Florida on March 29, 1979. The Association has been organized for the purpose of administering the operation and management of Eastwood Shores Condominium No. 1 (the "Condominium"), established or to be established in accordance with the Florida Condominium Act (the "Act") upon land, situated in Pinellas County, Florida, described on Exhibit "1" attached hereto and made a part hereof.

B. The provisions of these By-Laws are applicable to the Condominium and are subject to the provisions of the Articles. A copy of the Articles and a copy of these By-Laws will be annexed, as Exhibits, to the Declaration of Condominium in the public records in Pinellas County, Florida. The terms and provisions of the Articles and Declaration shall control wherever the same may conflict herewith.

C. All members of the Association and their invitees, including, without limitation, all present or future owners and tenants of dwelling units in the Condominium ("units") and other persons using the Condominium or any of the facilities thereof in any manner, are subject to these By-Laws, the Articles and the Declaration.

D. The office of the Association shall be at the site of the premises of the Condominium or at such other place as may be established by resolution of the Board of Directors.

E. The fiscal year of the Association shall be the calendar year.

F. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.

II. MEMBERSHIP, VOTING, QUORUM, PROXIES.

A. The qualification of members of the Association (the "Members"), the manner of their admission to membership and termination of such membership, and voting by Members, shall be as set forth in Article IV of the Articles, the provisions of which are incorporated herein by reference.

B. A quorum at meetings of members shall consist of persons entitled to cast a majority of the votes of the entire membership. The joining of a Member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

A. The annual meeting of Members shall be held at the office of the Association or such other place in Pinellas County, Florida as may be specified in the notice of the meeting, at 7:00 P.M. on the second Tuesday in May of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members. If such date shall be a legal holiday the annual meeting date shall be the next succeeding regular business day.

B. Special meetings of Members shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from Members owning a majority of the Units.

C. Notice of all meetings of Members shall be given by the Secretary or, in the absence of the Secretary, another officer of the Association, to each Member (unless waived in writing). Each notice shall be written or printed and shall state the time and place of and purpose for which the meeting is called. Each notice shall, if possible, be given to each

III. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

A. Except where otherwise required under the provisions of the Articles, these By-Laws or the Declaration, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the Units represented at any meeting of the Members duly called and at which a quorum is present, shall be binding upon the members.

B. Evidence of the approval or disapproval of the owner(s) of a Unit upon any matter, whether or not the subject of an Association meeting, shall be given to the Association by the same person who would cast the vote of such owner if in an Association meeting.

C. Except where otherwise required under the provisions of the Articles, these By-Laws or the Declaration, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the Units represented at any meeting of the Members duly called and at which a quorum is present, shall be binding upon the members.

D. Evidence of the approval or disapproval of the owner(s) of a Unit upon any matter, whether or not the subject of an Association meeting, shall be given to the Association by the same person who would cast the vote of such owner if in an Association meeting.

E. Except where otherwise required under the provisions of the Articles, these By-Laws or the Declaration, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the Units represented at any meeting of the Members duly called and at which a quorum is present, shall be binding upon the members.

F. The vote of the owner(s) of a Unit owned by more than one natural person, as tenants in common, joint tenants (except a husband and wife as tenants by the entirety), a partnership, or by a corporation, a trust, or any other entity shall be cast or exercised, at all meetings at which members of the Association are entitled to vote or otherwise act, by one natural person designated by the owner(s) of such Unit as the "primary occupant" thereof. In each instance where title to a Unit is proposed to be conveyed or is otherwise to become vested in more than one natural person (except a husband and wife as tenants by the entirety), a partnership, or any association of natural persons, or a corporation, a trust, or any other entity, the prospective owner(s) shall, by written instrument acceptable to the Association, designate one natural person as the primary occupant. The instrument designating the primary occupant shall be filed with the Association, and the person so designated shall be and remain the primary occupant of the Unit until such designation has been revoked by written instrument executed by the owner(s) of the Unit or by lawful conveyance of the Unit. The primary occupant of the Unit shall be the only person entitled to cast or exercise, in person or by proxy, the vote of the owner(s) of such Unit at any meeting of members or in connection with any action concerning which members of the Association shall be required or allowed to vote or otherwise act.

G. The vote of the owner(s) of a Unit owned by more than one natural person, as tenants in common, joint tenants (except a husband and wife as tenants by the entirety), a partnership, or by a corporation, a trust, or any other entity shall be cast or exercised, at all meetings at which members of the Association are entitled to vote or otherwise act, by one natural person designated by the owner(s) of such Unit as the "primary occupant" thereof. In each instance where title to a Unit is proposed to be conveyed or is otherwise to become vested in more than one natural person (except a husband and wife as tenants by the entirety), a partnership, or any association of natural persons, or a corporation, a trust, or any other entity, the prospective owner(s) shall, by written instrument acceptable to the Association, designate one natural person as the primary occupant. The instrument designating the primary occupant shall be filed with the Association, and the person so designated shall be and remain the primary occupant of the Unit until such designation has been revoked by written instrument executed by the owner(s) of the Unit or by lawful conveyance of the Unit. The primary occupant of the Unit shall be the only person entitled to cast or exercise, in person or by proxy, the vote of the owner(s) of such Unit at any meeting of members or in connection with any action concerning which members of the Association shall be required or allowed to vote or otherwise act.

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Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed or delivered personally to each member. If delivered personally, indicating the date received. If mailed, such notice shall be deemed properly given when deposited in the United States Registered Mail, addressed to the member at his post office address as it appears on the records of the Association, with postage thereon prepaid. Proof of mailing shall be given by the affidavit of the person giving the notice. Any member may, in writing signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before, at or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. Each notice shall in addition be posted in a conspicuous place in each building of the Condominium at least forty-eight (48) hours prior to said meeting. If any meeting of members cannot be held because a quorum is not present, or because a greater percentage of the membership required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, the By-Laws or the Declaration, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance is greater than a quorum, is present.

D. At meetings of members, the Chairman of the board, or in his absence, the President, shall preside, or in the absence of both, the members present shall select a chairman of the meeting.

E. The order of business at annual meetings of members, and, as far as practical, at other meetings of members, shall be:

- (1) Calling of the roll and certifying of proxies
- (2) Proof of notice of meeting or waiver of notice
- (3) Reading or waiver of reading of minutes of previous meeting of members
- (4) Reports of officers
- (5) Reports of committees
- (6) Appointment by Chairman of inspectors of election
- (7) Election of directors
- (8) Unfinished business
- (9) New business
- (10) Adjournment

IV. BOARD OF DIRECTORS.

A. The first Board of Directors shall consist of three (3) persons who shall be the subscribers to the Articles;

succeeding boards of directors shall consist of three (3) persons. At least the majority of each succeeding board of directors shall be members of the Association, or shall be authorized representatives, officers or employees of a corporate member of the Association. When unit owners other than F & R Builders, Inc., a Florida corporation, (the "Developer") own fifteen percent (15%) but less than fifty percent (50%) of the units that ultimately will be operated by the Association, the unit owners other than the Developer shall be entitled to elect, in the manner provided in Paragraph B, Article IV of these By-Laws, not less than one-third (1/3) of the members of the Board of Directors. The unit owners other than the Developer shall be entitled to elect, in the manner provided in Paragraph B, Article IV of these By-Laws, a majority of the members of the Board of Directors, three (3) years after sales by the Developer have been closed on fifty percent (50%) but less than ninety percent (90%) of the units that ultimately will be operated by the Association, or three months after sales have been closed by the Developer of ninety percent (90%) of the units that ultimately will be operated by the Association, or when all of the units that ultimately will be operated by the Association have been completed and some have been sold and none of the others are being offered for sale by the Developer. In the ordinary course of business, whichever shall first occur, the Developer shall have the right to elect in the manner provided in Paragraph B, Article IV of these By-Laws the members of the Board of Directors which other unit owners are not entitled to elect as long as the Developer holds for sale in the ordinary course of business any units in the Condominium and the Developer shall be entitled to elect not less than one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least two (2) percent of the units in the Condominium. Notwithstanding the foregoing, the Developer shall be entitled at any time to waive its rights hereunder, by execution and delivery to the Association of a written waiver, and thereafter to vote in elections for members of the Board of Directors in the same manner as any other unit owner.

B. Directors shall be elected in the following manner:

(1) Commencing with the election of the first Board to succeed the Board comprised of the subscribers of the Articles, Developer shall designate that number, and the identity, of the members of the Board which it shall be entitled to designate in accordance with the Articles and these By-Laws, and upon such designation by Developer, by written instrument presented to the meeting at which such election is held, the persons so designated by Developer shall be deemed and considered for all purposes Directors of the Association, and shall therefore hold the offices and perform the duties of such Directors until their successors shall have been elected or designated, as the case may be, and qualified in accordance with the provisions of these By-Laws.

(2) All members of the Board whom Developer shall not be entitled to designate under these By-Laws shall be elected, by a majority of the votes cast at the annual meeting of the members, immediately following the designation of the members of the Board whom Developer shall be entitled to designate.

(3) Vacancies on the Board may be filled, to expire on the date of the next annual meeting, by the remaining directors, except that, should any vacancy in the Board be created in any directorship previously filled by any person designated by Developer, such vacancy shall be filled by instrument delivered to any officer of the Association, the successor Director, who shall fill the vacated directorship for the unexpired term thereof.

(4) If, at the time of the first annual meeting of members, Unit owners other than the Developer are entitled to elect some or all of the Directors, the term of office of such Directors shall be one year. The term of office of all Directors designated by the Developer shall also be for one year. Directors shall hold office for the terms to which elected or designated, and thereafter until their successors are duly elected, or designated by Developer, and qualified, or until removed in the manner elsewhere herein provided or as provided by Law.

(5) In the election of Directors, there shall be apportionment to each Unit as many votes for Directors as there are Directors to be elected; provided, however, that no member or owner of any Unit may cast more than one vote for any person nominated as a Director; it being the intent hereof that voting for Directors shall be non-cumulative.

(6) In the event that Developer selects any person or persons to serve on any Board, Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on the Board. Replacement of any person or persons designated by Developer to serve on any Board shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the person so removed from the Board. The removal of any Director and designation of his successor shall be effective

H. The presiding officer of meetings of the Board shall be the Chairman of the Board, if such officer has been elected, or, if not, the President of the Association. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

G. A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles; these By-Laws or the Declaration. If any meeting of the Board cannot be held because a quorum is not present, or because the greater percentage of the Directors required to constitute a quorum for particular purposes is not present, wherever the latter Articles, these By-Laws or the Declaration, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance is greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The order of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

F. Any Director may waive notice of a meeting before, at or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

E. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of one-third of the Directors. Not less than three (3) days notice of a special meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting. Such notice shall also be posted in a conspicuous place in each building of the Condominium at least forty-eight (48) hours prior to said meeting.

D. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors, and shall be open to all members of the Association. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least seven (7) days prior to the day named for such meeting, unless notice is waived; notice shall also be posted in a conspicuous place in each building of the Condominium at least forty-eight (48) hours prior to said meeting.

C. The organizational meeting of a newly elected or designated board shall be held immediately following the adjournment of the membership meeting at which they were elected, and no further notice of the organizational meeting shall be necessary; provided, that a quorum shall be present.

B. The organizational meeting of a newly elected or designated board shall be held immediately following the adjournment of the membership meeting at which they were elected, and no further notice of the organizational meeting shall be necessary; provided, that a quorum shall be present.

A. The organizational meeting of a newly elected or designated board shall be held immediately following the adjournment of the membership meeting at which they were elected, and no further notice of the organizational meeting shall be necessary; provided, that a quorum shall be present.

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Immediately upon delivery of such written instrument by Developer to any officer of the Association.

1. All of the powers and duties of the Association shall be exercised by the board, including those existing under the law of Florida, the Articles, these By-Laws and the Declaration. Such powers and duties shall be exercised in accordance with the Articles, these By-Laws and the Declaration, and shall include, without limitation, the right, power and authority to:
 - (1) Make, levy and collect assessments against Members and Members' Units to defray the costs of the Condominium, including, if assessed to the Condominium as a whole, the costs of paying of assessments levied against the Condominium by Eastwood Shores Property Owners Association, Inc. for maintenance and management of the recreation parcel, parking and driving areas, for the use and benefit of Members and to use the proceeds of assessments in the exercise of the powers and duties of the Association;
 - (2) Maintain, repair, replace, operate and manage the Condominium wherever the same is required to be done and accomplished by the Association for the benefit of Members;
 - (3) Repair and reconstruct improvements after casualty;
 - (4) Make and amend regulations governing the use of the property, real and personal, in the Condominium provided, that such regulations or amendments thereof shall not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles and Declaration;
 - (5) Approve or disapprove proposed purchasers and lessees of Units and to exercise or refuse of each proposed sale of a Unit in the manner specified in the Declaration. The President or the Vice President of the Association are and shall be authorized to approve (but not disapprove) any proposed purchase or lease, or to waive (but not to exercise) the Association's right of first refusal, and to execute, on behalf of the Association, appropriate documents to evidence same;
 - (6) Acquire, own, hold, operate, lease, encumber, convey, exchange, manage, and otherwise trade and deal with property, real and personal, including Units, of and in the Condominium, as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration;

B. To the extent now or from time to time hereafter permitted by the laws of Florida, the Board may take any action which it might take at a meeting of the Board without a meeting; provided, that a record of all such actions so taken, signed by each Director, shall be filed and retained in the minute book of the Association.

A. Notwithstanding anything contained in these By-Laws to the contrary, any meeting of Members or the Board may be held at any place, within or without the State of Florida, designated in the notice of any such meeting, or notice of which is waived.

V. ADDITIONAL PROVISIONS-MEETINGS OF MEMBERS AND DIRECTORS.

K. Directors may be removed from office in the manner provided by law for the removal of directors of Florida corporations not for profit.

J. The first Board of Directors of the Association shall be comprised of the three (3) subscribers to the Articles. Thereupon, subscribers of the Articles, who shall be elected at the annual meeting of the Members in the year 1980 should any member of the first Board be unable to serve for any reason, Developer shall have the right to select and designate a successor to act and serve for the unexpired term of the Director who is unable to serve.

I. The first Board of Directors of the Association shall be required to perform the services and duties necessary for the proper administration of the purposes of the Association.

- (12) Employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.
- (11) Pay all costs of power, water, sewer and other utility services rendered to the Condominium and not billed to the owners of the separate Units;
- (10) Carry insurance for the protection of the members and the Association against casualty and liability;
- (9) Pay all taxes and assessments which are liens against any part of the Condominium other than Units and the appurtenances thereto, and to assess the same against the members and their respective Units subject to such liens;
- (8) Enforce by legal means the provisions of the Articles, these By-Laws, the Declaration and all regulations governing use of property of and in the Condominium hereafter adopted;
- (7) Contract for the management of the Condominium and in connection therewith to delegate all of the powers and duties of the Association, except those which may be required by the Declaration to have approval of the Board or Members of the Association;

VI. OFFICERS.

A. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. The President shall be elected from the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board may from time to time elect such other officers, and designate their powers and duties, as the Board may deem necessary properly to manage the affairs of the Association. Officers may be removed from office by the Board.

B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation not for profit, including but not limited to the power to appoint committees from among the Members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall have such additional powers as the Board may designate.

C. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

D. The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to the giving and serving of all notices to the Members and Board and such other notices as may be required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a 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 Secretary of the Association not for profit and as may be required by the Board and the President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

E. The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

F. The compensation of all officers and employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Association, nor preclude contracting with a Director for the management of the Condominium.

VII. FISCAL MANAGEMENT.

The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

A. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and mailing address of the owner(s) and mortgage(s) (if known) of each Unit, the amount of each assessment against the owner(s) of each Unit, the amount of each assessment and due date thereof, and all amounts paid, and the balance due upon each assessment.

B. The Board shall adopt, for, and in advance of, each calendar year, a budget showing the estimated costs of performing all of the functions of the Association for the year. Each budget shall show the total estimated expenses of the Association for that year and shall include, without breakdown of the common expenses, which shall include, although limitation, the costs of operating and maintaining the common elements and limited common elements, wages and salaries of Association employees, management, legal and accounting fees, office supplies, public utility services not metered or charged separately to Units, premiums for insurance carried by the Association and any reserve accounts and/or funds which may be established from time to time by the Board. Each budget shall also show the proportionate share of the total estimated expenses to be assessed against and collected from the owner(s) of each Unit and the due date(s) and amounts of installments thereof. Unless changed by the Board the fiscal year of the Association shall be the calendar year. If any budget is subsequently amended, a copy shall be furnished to each affected Member. Delivery of a copy of any budget or amended budget to a Member shall not affect the liability of any Member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of the budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as a limitation upon the additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

C. A copy of the proposed annual budgets of the Association shall be mailed to the Unit owners not less than thirty (30) days prior to the meeting of the Board at which the budget will be considered, together with a notice of the time and place of that meeting. If a budget is adopted by the Board which requires assessment of the Unit owners in any budget year exceeding 15% of such assessments for the preceding budget year, upon written application of ten percent (10%) of the Unit owners, a special meeting of the Unit owners shall be held upon not less than ten (10) days written notice to each Unit owner, but within thirty (30) days of the delivery of such application of the Board or any member thereof, at which special meeting Unit owners may consider only and enact only a revision of the budget, or recall any and all members of the Board and elect their successors. Any such revision of the budget or recall of any and all members of the Board shall require a vote of not less than two-thirds (2/3) of the whole number of votes of all Unit owners. The Board may in any event first propose a budget to the Unit owners at any such meeting of members or by writing, and if such budget or proposed budget be approved by a majority of the whole number of votes of all Unit owners, thereafter at such meeting or by writing, such budget shall not hereinafter be reexamined by the Unit owners in the manner hereinabove set forth nor shall any and all members of the Board be recalled under the terms hereof.

D. In determining whether assessments exceed 15% of similar assessments in the prior budget year, there shall be excluded in the computation for reasonable reserves made by the Board in respect of repair and replacement of Condominium or Association property, or property owned or maintained by Eastwood Shores Property Owners Association, Inc. (the "Property Owners Association"), if its assessments are made directly to the condominium as a whole, or in respect of anticipated expenses by the Association or the Property Owners Association, if so assessed to the condominium as a whole, which are not anticipated to be incurred on a regular or annual basis and there shall be excluded from such computation assessments for betterments to the Condominium property or property owned or maintained by the Property Owners Association, if so assessed to the condominium as a whole. Provided, however, that so long as Developer is in control of the Board of Directors the Board shall not impose an assessment for a budget year greater than 15% of the prior budget year's assessment without approval of a majority of the whole number of votes of all Unit owners.

E. Upon adoption of budgets, the Board shall cause a written copy thereof to be delivered to each Unit owner. Assessments shall be made against Unit owners pursuant to procedures established by the Board, and in accordance with terms of the Declaration and the Articles. Unit owners shall be liable to pay assessments not more often than monthly. Provided, however, that the Lien or Lien rights of the Association shall not be impaired by failure to comply with procedures established pursuant to these By-Laws.

F. If the Association shall be the designated Association for more than one condominium, notwithstanding the fact that the Association shall maintain separate books of account for each of the Condominiums, all sums collected by the Association from all assessments against all Units in the Condominiums may be commingled in a single fund, or divided into more than one fund, as determined from time to time by the Board of Directors.

G. The depositary of the Association shall be such bank or bank as shall be designated from time to time by the Board, in which all monies of the Association shall be deposited. Withdrawal of monies from such bank(s) shall be only by checks signed by such persons as are designated by the Board.

H. A summary of the accounts of the Association shall be prepared annually and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

I. Fidelity bonds may be required by the Board from all officers, employees and/or agents of the Association handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

VIII. PARLIAMENTARY RULES.

Roberts' Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles, these By-Laws or the laws of Florida.

IX. AMENDMENTS TO BY-LAWS.

Amendments to these By-Laws shall be proposed and adopted in the following manner:

A. Amendments to these By-Laws may be proposed by the Board, acting upon vote of a majority of the Directors, or by Members owning a majority of the Units in the Condominium, whether meeting as Members or by instrument in writing signed by them.

B. Upon any amendment or amendments to these By-Laws being proposed by the Board or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the Members for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth; provided, that proposed amendments to the By-Laws may be considered and voted upon at annual meetings of the members.

C. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of the owners of Units to which not less than seventy-five percent (75%) of the Common Elements are appurtenant and a copy of such amendment or amendments to these By-Laws shall be transmitted, certified by the President and Secretary of the Association, and a copy thereof shall be incorporated into an amendment of the Declaration and recorded in the Public Records of Pinellas County, Florida, within thirty (30) days from the date on which any amendment or amendments have been affirmatively approved by the Members.

D. At any meeting held to consider such amendment or amendments to these By-Laws, the written vote of any Member shall be recognized if such Member is not present at such meeting in person or by proxy, provided such written vote is delivered to the Secretary at or prior to such meeting.

E. Notwithstanding the foregoing provisions of this Article IX, no amendment to these By-Laws which shall abridge, amend or alter the right of Developer to designate members of each Board of Directors of the Association, as provided in Article IV hereof, may be adopted or become effective without the prior written consent of Developer.

The foregoing were adopted as the By-Laws of EASTWOOD SHORES CONDOMINIUM NO. 1 ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 9th day of April, 1979.

Dated: April 9, 1979

Victor L. Stosik
Secretary

Robert C. Bigham
President



01.4840 REC 212B

Legal Description

For a point of reference commence at the Northeast corner of the Southeast quarter of Section 29, Township 29 South, Range 16 East, Pinellas County, Florida, thence N. 88°45'11"W., (assumed) along the North boundary of said Southeast quarter, a distance of 823.60 ft.; thence S. 01°14'49"W., 303.43 ft. to the Northeast corner of Pinellas Pine Townhomes Phase I, a condominium, recorded in Condominium Book 15, Pages 89 and 91, Public Records of Pinellas County, Florida, said Northeast corner being also the Northwest corner of Pinellas Pine Phase I, a condominium, recorded in Condominium Book 15, Pages 16 through 20 inclusive, Public Records of Pinellas County, Florida; thence continue S. 01°14'49"W., along the Westerly boundary of said Pinellas Pine Phase I a distance of 305.00 ft. for a Point of Beginning; from said P.O.B., run thence N. 87°30'49"E., along the South boundary of said Pinellas Pine, Phase I a distance of 160.00 ft.; thence S. 05°00'50"E., 250.18 ft.; thence S. 29°01'32"E., 80.89 ft.; thence N. 89°01'33"W., 45.00 ft.; thence S. 10°26'12"W., 152.07 ft. to a point on the center line of Lichen Lane (50 ft. Easement), thence S. 89°01'33"E., along the center line of said Lichen Lane from said P.C. run thence Northerly along the arc of said curve a distance of 117.26 ft. to the P.T. of said curve, said arc being subtended by a 114.00 ft. chord, bearing N. 67°29'00.5"E., thence N. 43°59'34"E., 64.55 ft. to the intersection of the center line of Bough Avenue (50 ft. Easement); from said point, thence S. 41°18'56"E., along the center line of said Bough Avenue 65.11 ft. to the P.C. of a 204.00 ft. radius curve to the left; from said P.C. run thence Southerly along the arc of said curve a distance of 228.11 ft., said arc being subtended by a 216.41 ft. chord, bearing S. 73°20'59"E.; thence S. 00°42'49"W., 240.70 ft. to a point on the south boundary of the Northwest quarter of the Southwest quarter, Section 28, Township 29 South, Range 16 East; thence N. 89°14'32"W., 57.65 ft. to the West line of said Section 28; thence N. 88°58'54"W., 1287.61 ft., to the East right-of-way line of C.R. 256 (Wolford Road); thence N. 01°45'01"W., 405.12 ft.; thence along the boundary of Pinellas Pine Townhomes Phase I, a condominium, as recorded in Condominium Book 15, Pages 89 through 91, Public Records of Pinellas County, Florida, S. 89°01'33"E., 466.04 ft. (463.95 ft. recorded); thence N. 09°20'13"W., 313.55 ft. to the P.O.B.

Containing 11.24 acres more or less.

January 31, 1979.

EXHIBIT 7

ARTICLES OF INCORPORATION

OF

EASTWOOD SHORES CONDOMINIUM NO. 1 ASSOCIATION, INC.

A Corporation Not For Profit

In order to form a corporation under the laws of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purposes and with the powers herein specified; and to that end we do, by these Articles of Incorporation, set forth:

I.

The name of the corporation shall be:

EASTWOOD SHORES CONDOMINIUM NO. 1 ASSOCIATION, INC. (the "Association").

II.

The purposes and objects of the Association shall be to administer the operation and management of Eastwood Shores Condominium No. 1 (the "Condominium"), to be established as a condominium in accordance with the Florida Condominium Act (the "Act") upon land, situated in Pinellas County, Florida, described on Exhibit "I", attached hereto and made a part hereof and to perform the acts and duties incident to operation and management of the Condominium in accordance with the provisions of these Articles of Incorporation, the By-Laws of the Association which will be adopted (the "By-Laws"), and the Declaration of Condominium of the Condominium (the "Declaration"), Florida, when the land, and the improvements constructed thereon, are submitted to the condominium form of ownership; and to own, operate, encumber, lease, manage, sell, convey, exchange, and otherwise deal with the land, the improvements and such other property, real and/or personal, as may be or become part of the Condominium (the "Condominium Property") to the extent necessary or convenient in the administration of the Condominium. The Association shall be conducted as a non-profit organization for the benefit of its members.

III.

The Association shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the law pursuant to which this Corporation is chartered.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:

1. Make and establish reasonable rules and regulations governing use of the Units, Common Elements, and Limited Common Elements in and of the Condominium, as such terms are defined in the Declaration.

2. Levy and collect assessments against members of the Association to defray the Common Expenses of the Condominium, as provided in the Declaration and the By-Laws; including the power to levy and collect assessments for the purpose of paying assessments levied against Units in the Condominium by Eastwood Shores Association, Inc. (the "Property Owners Association"), and for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Condominium Property, including Units, which may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration.

3. Maintain, repair, replace, operate and reconstruct improvements after casualty and further to improve and add to the Condominium Property.

4. Contract for the management of the Condominium and, in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration, the By-Laws, and the Act.

5. Enforce the provisions of these Articles of Incorporation, the Declaration, the By-Laws, and all rules and regulations governing use of the Condominium which may from time to time be established.

6. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association in the Declaration and the Act.

IV.

The qualification of members, the manner of their admission to and termination of membership, and voting by members shall be as follows:

A. The record owners of all Units in the Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership, except as provided for in Paragraph E, Article IV, hereof.

B. Membership shall be established by the acquisition of fee title to a Unit in the Condominium, or by conveyance or operation of law, and the membership of any person or entity shall be automatically terminated when such person or entity is divested of all title or his entire fee ownership in such Unit; provided, that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two or more Units at any time while such person or entity shall retain fee title to or a fee ownership interest in any Unit.

The Board of Directors shall be composed of three persons until such time as the Developer has conveyed title to all units in the Condominium. The number of members of succeeding Boards of Directors shall be from three to five, the actual number to be determined by a majority vote of members present at a duly called meeting of the Association where a quorum is present. The Directors shall be elected by the members of the Association at the annual meetings of the

VIII.

The affairs of the Association shall be managed by the President of the Association assisted by the Vice Presidents, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the directions of the Board of Directors. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Condominium and the affairs of the Association, and any and all such persons and/or entities may be so employed without regard to whether any such person or entity is a member of the Association or a Director or officer of the Association, as the case may be.

VII.

The principal office of the Association shall be located in Florida, but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

VI.

The Association shall have perpetual existence.

V.

Until such time as the land, and the improvements constructed thereon, are submitted to the condominium form of ownership by recordation of the Declaration in the public Record of Pinellas County, Florida, the membership of the Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

D. On all matters on which the membership shall be entitled to vote, there shall be one, and only one, vote for each unit in the Condominium, which vote may be exercised or cast by the owner(s) of each unit as will be provided for in the By-Laws. Should any member own more than one Unit, such member shall be entitled to exercise or cast one (1) vote for each such Unit, in the manner provided by the By-Laws.

C. The interest 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 the Unit(s) owned by such member. The funds and assets of the Association shall be expended, held or used only for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the By-Laws.

membership as provided by the By-Laws. At least a majority of the members of all Boards of Directors shall be members of the Association or shall be authorized representatives, officers, agents, or employees of a corporate member of the Association.

When Unit owners other than F & R Builders, Inc., a Florida corporation, (the "Developer") own fifteen percent (15%) but less fifty percent (50%) of the Units that ultimately will be operated by the Association, the Unit owners other than the Developer shall be entitled to elect, in a manner to be provided in the By-Laws, not less than one-third (1/3) of the members of the Board of Directors. Unit owners other than the Developer shall be entitled to elect, in a manner to be provided in the By-Laws, not less than three (3) years after sales by the Developer have been closed of fifty percent (50%), but less than ninety percent (90%), of the Units that will be operated, ultimately by the Association, or three months after sales have been closed by the Developer of ninety percent (90%) of the Units that ultimately will be operated by the Association, or when all of the Units that ultimately will be operated by the Association have been completed, and some have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall have the right to elect, in the manner to be provided in the By-Laws, all members of the Board of Directors which Unit owners other than the Developer are not entitled to elect as long as the Developer holds for sale in the ordinary course of business any Units in the Condominium and the Developer shall be entitled to elect not less than one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least two (2) percent of the Units in the Condominium. Notwithstanding the foregoing, the Developer shall be entitled at any time to waive in writing its rights hereunder, and thereafter to vote in elections for members of the Board of Directors in the same manner as any other member of the Association. After Unit owners other than the Developer elect a majority of the members of the Board of Directors, the Developer shall deliver to the Association all property of the Unit owners and of the Association held or controlled by the Developer. The Developer shall be under no obligation to manage or control the Association or to appoint its representatives to the Board of Directors and may, at any time, relinquish any rights it has to do so and have its representatives on the Board resign.

IX.

The Board of Directors shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall deem advisable from time to time. The President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

X.

The names and residence addresses of the members of the first Board of Directors, who, subject to the provisions of the laws of Florida, these Articles of Incorporation and the By-Laws, shall hold office until the annual meeting of the association in the year 1979, and thereafter until their successors are selected and have qualified, are as follows:

- Robert C. Bigham
9555 N. Kendall Drive
Miami, Fla. 33156
- Victor L. Stosik
9555 N. Kendall Drive
Miami, Fla. 33156
- Virginia Bennett
9555 N. Kendall Drive
Miami, Fla. 33156

XI.

The subscribers to these Articles of Incorporation are the persons herein named to act and serve as members of the first Board of Directors of the Association. The names of the subscribers, and their respective residence addresses, are set forth in Article X hereof.

XII.

The officers of the Corporation, who shall hold office until their successors are elected pursuant to these Articles of Incorporation and the By-Laws, and have qualified, shall be the following:

- Robert C. Bigham, President
- Virginia Bennett, Vice President
- Victor L. Stosik, Secretary/Treasurer

XIII.

The original By-Laws of the Association shall be adopted by a majority vote of the subscribers to these Articles of Incorporation at a meeting at which a majority of the subscribers is present, and, thereafter, the By-Laws may be altered or rescinded only by affirmative vote of two-thirds (2/3) of the votes entitled to be cast by members of the Association.

XIV.

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful

...in the event of any claim for reimbursement of indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only to the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

XV.

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the members of the Association owning a majority of the Units in the Condominium, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days or later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than fourteen (14) days nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than two-thirds (2/3) of the Units in the Condominium in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of Florida. A certified copy of each such amendment of these Articles of Incorporation shall be recorded in the Public Record Office in Florida, within thirty (30) days from the date on which the same is filed in the office of the Secretary of State. Notwithstanding the foregoing provisions of this Article XV, no amendment to these Articles of Incorporation which shall abridge, amend or alter the right of Developer to designate and select members of the Board of Directors of the Association, as provided in Article VIII hereof, may be adopted or become effective without the prior written consent of Developer.

EXHIBIT 1

For a point of reference, commence at the Northeast corner of the Southeast quarter of Section 29, Township 29 South, Range 16 East, Pinellas County, Florida, thence N. 88° 45' 11" W., (assumed) along the North boundary of said Southeast quarter, a distance of 823.60 ft.; thence S. 1° 14' 49" W., 303.43 ft. to the Northeast corner of Pinellas Pines Townhomes Phase I, a condominium, recorded in Condominium Book 15, Pages 89, 90, and 91; Public Records of Pinellas County, Florida, said Northeast corner being also the Northwest corner of Pinellas Pines Phase I, a condominium, recorded in Condominium Book 15, Pages 16 through 20 inclusive, Public Records of Pinellas County, Florida; thence continue S. 1° 14' 49" W., along the Westerly boundary of said Pinellas Pines Phase I a distance of 305.00 ft.; thence N. 87° 30' 49" E., along the South boundary of said Pinellas Pines Phase I, a distance of 160.00 ft. for a point of Beginning, from said P. O. B. continue N. 87° 30' 49" E., along said South boundary a distance of 205.21 ft.; thence Southeasterly along an arc of a 386.64 ft. radius curve to the left a distance of 97.67 ft. to the P.T. of said curve, said arc being subtended by a 97.41 chord, bearing S. 34° 04' 48" E., thence S. 41° 08' 56" E., 117.96 ft.; thence S. 48° 38' 06" W., 121.94 ft.; thence S. 55° 43' 05" W., 44.61 ft.; thence S. 34° 16' 10" E., 35.74 ft.; thence S. 57° 25' 46" W., 113.62 ft.; thence N. 37° 10' 59" W., 45.37 ft.; thence N. 89° 01' 33" W., 45.00 ft.; thence N. 29° 01' 32" W., 80.89 ft.; thence N. 5° 00' 50" W., 250.18 ft. to the P. O. B.

Containing 1.86 acres, more or less.

EASTWOOD SHORES CONDOMINIUM NO. 1 (28 UNITS)

LEGAL DESCRIPTION

OR. 4840-101 2114

LEGAL DESCRIPTION FOR FUTURE PHASE OF EASTWOOD SHORES CONDOMINIUM NO. 1 (24 UNITS)

For a point of reference commence at the Northeast corner of the Southeast quarter of Section 29, Township 29 South, Range 16 East, Pinellas County, Florida, thence N.88°45'11"W., (assumed) along the North boundary of said Southeast quarter, a distance of 823.60 ft.; thence S.01°14'49"W., 303.43 ft. to the Northeast corner of Pinellas Pines Townehomes Phase I, a condominium, recorded in Condominium Book 15, Pages 89, 90 and 91, Public Records of Pinellas County, Florida, said Northeast corner being also the Northwest corner of Pinellas Pines Phase I, a condominium, recorded in Condominium Book 15, Pages 16 through 20 inclusive, Public Records of Pinellas County, Florida; thence continue S. 01°14'49"W., along the South boundary of said Pinellas Pines Phase I, a distance of 160.00 ft. for a Point of Beginning; from said P.O.B. continue N.87°30'49"E., along said South boundary a distance of 205.21 ft.; thence Southeasterly along an arc of 386.64 ft. radius curve to the left a distance of 97.67 ft. to the P.T. of said curve, said arc being subtended by a 97.41 ft. chord, bearing S. 34°04'48"E., said arc also lying on the Southerly boundary of said Pinellas Pines Phase I; thence S. 41°18'56"E., 417.39 ft.; thence S. 43°59'34"W., 64.55 ft. to the P.C. of a 143.00 ft. radius curve to the right; thence Southwesterly along the arc of said curve a distance of 117.26 ft. to the P.T. of said curve, said arc being subtended by a 114.00 ft. chord, bearing S. 67°29'00.5"W.; thence N. 89°01'33"W., 226.49 ft.; thence N. 00°58'27"E., 80.00 ft.; thence N. 37°10'59"W., 89.02 ft.; thence N. 89°00'13"W., 45.00 ft.; thence N. 29°01'32"W., 80.89 ft.; thence N. 05°00'50"W., 250.18 ft. to the P.O.B.

LESS AND EXCEPT

For a point of reference commence at the Northeast corner of the Southeast quarter of Section 29, Township 29 South, Range 16 East, Pinellas County, Florida, thence N.88°45'11"W., (assumed) along the North boundary of said Southeast quarter a distance of 823.60 ft.; thence S. 01°14'49"W., 303.43 ft. to the Northeast corner of Pinellas Pines Townehomes Phase I, a condominium, recorded in Condominium Book 15, Pages 89, 90 and 91, Public Records of Pinellas County, Florida, said Northeast corner being also the Northwest corner of Pinellas Pines Phase I, a condominium, recorded in Condominium Book 15, Pages 16 through 20 inclusive, Public Records of Pinellas County, Florida; thence continue S. 01°14'49"W., along the Westerly boundary of said Pinellas Pines Phase I a distance of 305.00 ft.; thence N.87°30'49"E., along the South boundary of said Pinellas Pines Phase I, a distance of 160.00 ft. for a Point of Beginning, from said P.O.B. continue N.87°30'49"E., along said South boundary a distance of 205.21 ft.; thence Southwesterly along an arc of 386.64 ft. radius curve to the left a distance of 97.67 ft. to the P.T. of said curve, said arc being subtended by a 97.41 ft. chord, bearing S. 34°04'48"E., said arc also lying on the Southerly boundary of said Pinellas Pines Phase I; thence S. 41°18'56"E., 117.96 ft.; thence S. 48°38'06"W., 121.94 ft.; thence S. 55°43'05"W., 44.61 ft.; thence S. 34°16'10"E., 35.74 ft.; thence S. 57°25'46"W., 113.62 ft.; thence N. 37°10'59"W., 45.37 ft.; thence N. 89°01'33"W., 45.00 ft.; thence N. 29°01'32"W., 80.89 ft.; thence N. 05°00'50"W., 250.18 ft. to the P.O.B.

Containing 1.75 acres, more or less.

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

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

THAT, EASTWOOD SHORES CONDOMINIUM NO. 1 ASSOCIATION, INC.,

desiring to organize under the laws of the State of Florida, with its principal offices at 9555 North

Kendall Drive, County of Dade, State of Florida, has

named VICTOR L. STOSIK, whose office

is located at 9555 North Kendall Drive, Miami, Florida

33176, as its agent to accept service of process within

the State.

ACKNOWLEDGMENT

Having been named to accept service of process for

the above stated Corporation, at the place designated

in this Certificate, I hereby accept to act in this

capacity, and agree to comply with the provisions of

said Act relative to keeping open said office.

Victor L. Stosik

VICTOR L. STOSIK