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DECLARATION OF CONDOMINIUM OWNERSHIP

OF

CLOVERPLACE, A CONDOMINIUM

(Phase I)

This DECLARATION made this 22nd day of December, A.D., 1983, by LEVITT HOMES INCORPORATED, a Delaware corporation, authorized to and doing business in the State of Florida (hereinafter referred to as "Developer"), for itself, its successors, grantees and assigns:

W I T N E S S E T H :

WHEREAS, Developer is the owner in fee simple of certain real property, lying and being situated in Pinellas County, Florida, as more particularly set forth in Exhibit "A" attached hereto, which lands are herein called "the land", subject to reservations, restrictions and easements of record; and

WHEREAS, the Developer contemplates erecting upon portions of said lands from time to time multi-unit residential buildings, housing up to, but not exceeding two hundred forty (240) condominium units and related facilities in five phases pursuant to the provisions set forth in Section 718.403, Florida Statutes, a copy of the phase plan being attached hereto as Exhibit "B"; and

WHEREAS, the Developer from time to time desires to submit portions of said lands and said residential buildings with related facilities to condominium ownership in five phases, all pursuant to Chapter 718, Florida Statutes, known as the Condominium Act, as it exists on the date hereof;

NOW, THEREFORE, the Developer makes the following declarations:

1. NAME:

The name by which this Condominium is to be identified is CLOVERPLACE, A CONDOMINIUM.

2. DEFINITIONS:

For all purposes in this Declaration and for all purposes in the Articles of Incorporation and By-Laws of CLOVERPLACE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, the following words shall have the definitions as hereinafter stated, to-wit:

(a) Articles: The Articles of Incorporation of the Association, as same may be amended from time to time.

(b) Assessments: Assessment means a share of the funds required for the payment of Common Expenses, which from time to time are assessed against the Unit Owner, and all other sums which may be assessed against a Unit Owner or which may be required to be paid by a Unit Owner to the Association pursuant to this Declaration, the Articles or By-Laws.

(c) Association: Association means CLOVERPLACE CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, which is responsible for the operation of this Condominium, any additional condominiums which may be constructed upon the land described in Exhibit "A" hereto and the Common facilities as defined hereafter, its successors and assigns.

Condominium plats pertaining hereto are filed in Condominium Plat Book 73, pages 98 through 100

This Instrument prepared by AND TO BE SIGNED BY:

CHRISTIE S. JONES

Battaglia, Ross, Etc., Attorneys at Law

P.O. Box 41100

880 Tyrone Boulevard

St. Petersburg, Florida 33743

EXHIBIT "1"  
TO PROSPECTUS

(d) Board of Directors: The Board of Directors or other representative body responsible for administration of the Association.

(e) Building: Any building contained within the Condominium Property from time to time as herein provided.

(f) By-Laws: The By-Laws of the Association as the same may be amended from time to time.

(g) Common Areas: All property owned and operated by the ASSOCIATION, which are not included in the Condominium Property.

(h) Common Elements: That portion of the Condominium Property not included in the Condominium Units, or in the Limited Common Elements appurtenant thereto, and all other property declared as Common Elements herein and in the Condominium Act, specifically including but not limited to:

(1) easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utilities services to the Condominium Home Units, Limited Common Elements and Common Elements;

(2) an easement of support in every portion of a Unit which contributes to the support of a Building;

(3) the property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.

(i) Common Facilities or Association Property: Any real property or improvements thereon owned by the Association for the use and benefit of the Unit Owners including but not limited to the recreation facilities more particularly described in Exhibit B attached hereto and made a part hereof by reference in this Condominium which may from time to time be constructed upon the property described in Exhibit "A" hereto as a part of CLOVERPLACE, A CONDOMINIUM.

(j) Common Expenses: All expenses and assessments properly incurred by the Association for the Condominium.

(k) Common Surplus: The excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits, and revenues on account of the Common Elements, over the Common Expenses.

(l) Condominium: CLOVERPLACE, a CONDOMINIUM, which is formed pursuant to this Declaration.

(m) Condominium Form of Ownership: That form of ownership of real property created pursuant to the provisions of Chapter 718 of the Florida Statutes, known as the "Condominium Act" and which is comprised of units that may be owned by one or more persons, and there is, appurtenant to each unit, an undivided share in the common elements.

(n) Condominium Act: Chapter 718, Florida Statutes, as it exists on the date hereof, which is incorporated herein by reference. All provisions thereof shall apply to this Condominium to the extent that said statute is not inconsistent with the provisions contained in this Declaration or the Exhibits hereto.

(o) Condominium Parcel: The Condominium Unit, together with the Condominium Home and all other improvements

constructed thereon, and the undivided share in the Common Elements appurtenant thereto.

(p) Condominium Home: That portion of the Building shown on the proposed plat and floor plans attached hereto as Exhibit "C" designated models A, B or C, which model shall be selected in the sole discretion of the purchaser and shall be constructed within the cross-hatched areas shown on the proposed plats attached as Exhibit "C" to this Declaration.

(q) Condominium Unit or Unit: That part of the Condominium Property which is subject to exclusive ownership, and which shall include the land conveyed to the Unit Owner and all improvements constructed thereon. Such improvements shall include, but not be limited to, the Condominium Home and the fence, pool, patio or jacuzzi which the Unit Owner may construct within the cross-hatched area shown on the proposed plats attached hereto as Exhibit "C", with the prior written approval of the Architectural Control Committee.

(r) Condominium Property: The lands, leaseholds and personal property that are submitted to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

(s) Construction Lender: Any lender financing the construction of the improvements on the Condominium Property.

(t) Declaration or Declaration of Condominium: The instrument or instruments by which this Condominium is created, as they are from time to time amended.

(u) Developer: The person or entity executing this Declaration, its successors, grantees, assigns, nominees and designees. In the event any mortgagee of the Developer obtains title to all or a portion of the Condominium Property by foreclosure, or deed in lieu thereof, such mortgagee shall become the Developer only if it so elects, by written notice to the Board of Directors, but in any event, such mortgagee may assign its rights as Developer to any third party who acquires title to all or a portion of the Condominium Property from the mortgagee. In any event, such mortgagee, and its assigns, shall not be liable for any defaults or obligations incurred by any prior Developer, except as same are expressly assumed by the mortgagee. The term "Developer" shall not include any person or entity acquiring title only to one or more Units for which a certificate of occupancy has been issued by the controlling governmental authority, unless the Developer specifically assigns all of its rights as Developer to such person or entity. The Developer may assign a portion of its rights under this Declaration, and in such event, the assignee shall not become the Developer, but may exercise those rights specifically assigned to it in writing by the Developer.

(v) Institutional Mortgagee: Shall include any bank, federal savings and loan association, a state savings and loan association, an institutional investor, mortgage banker, the Federal National Mortgage Association (FNMA), insurance company, and/or a real estate investment trust or any other similar type of lender generally recognized as an institutional-type lender holding a mortgage on one or more Condominium Parcels.

(w) Limited Common Elements: Those common elements which are reserved for the use of a Condominium Unit to the exclusion of all others.

(x) Management Agreement: That certain agreement attached to this Declaration and made a part hereof as

Exhibit "D", which provides for management of the Condominium Property and Common Areas, if any.

(y) Member: An owner of a fee simple estate in any Condominium Parcel who is a member of the Association.

(z) Unit Owner or Owner of a Unit: The owner of a fee simple estate in a Condominium Parcel.

(aa) CLOVERPLACE Condominium Project: Any and all Condominiums constructed from time to time upon the land described in Exhibit "A" hereto, together with any and all property from time to time owned by the Association for the use and benefit of the Unit Owners.

### 3. PROPERTY SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP:

The following property is hereby submitted to the Condominium Form of Ownership:

Phase I: The lands lying and being situate in Pinellas County, Florida, as more particularly set forth in Exhibit "C", attached hereto, which lands are hereinafter referred to as "Phase I", together with all improvements erected or installed thereon, including but not limited to, sixty-two (62) Condominium Units on which will be constructed thirty-one (31) residential buildings, containing sixty-two (62) Condominium Homes and related facilities. Each Condominium Home shall consist of any one of three models (designated A, B or C) more particularly described on the floor plans attached hereto as Exhibit "C" and made a part hereof by reference, which model shall be selected in the sole discretion of the purchaser.

The estimated latest date of completion of Phase I is December 31, 1985.

Management and maintenance of the Condominium Property and Common Areas, if any, will be performed by GREENLEAF PROPERTY SERVICES, INC. pursuant to the Management Agreement set forth in Exhibit "D" attached to this Declaration.

### 4. PROPERTY WHICH MAY BE SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP:

The Developer, pursuant to the provisions of Section 718.403, Florida Statutes, hereby retains the right to submit to the Condominium Form of Ownership, by amendment to this Declaration, the following described additional phases:

PHASE II: Sixty-two (62) Condominium Units on which will be constructed thirty-one (31) residential Buildings each containing two (2) Condominium Homes. Each Condominium Home shall consist of any one of three models (designated A, B or C) more particularly described on the floor plans attached hereto as Exhibit "C" and made a part hereof by reference, which model shall be selected in the sole discretion of the purchaser.

In the event the Developer exercises the right to construct Phase II and submit same to condominium ownership herein, the improvements contained in Phase II shall be completed on or before December 31, 1986.

#### PHASE III:

(a) A free-form swimming pool of approximately 1,038 square feet ranging from three (3) feet to six (6) feet in depth. The pool will be heated and has a capacity of approximately twenty-four (24) persons;

(b) A free-form pool deck of approximately 1,400 square feet and having a capacity of forty (40) persons;

Additionally, the pool area will have men's and women's rest rooms.

When the Developer exercises the right to construct Phase III and submit same to condominium ownership as provided herein, the improvements contained in Phase III shall be completed upon the completion of Phases I and II but in no event later than December 31, 1986.

PHASE IV: Sixty-four (64) Condominium Units on which will be constructed thirty-two (32) residential Buildings each containing two (2) Condominium Homes. Each Condominium Home shall consist of any one of three models (designated A, B or C) more particularly described on the floor plans attached hereto as Exhibit "C" and made a part hereof by reference, which model shall be selected in the sole discretion of the purchaser.

In the event the Developer exercises the right to construct Phase IV and submit same to condominium ownership herein, the improvements contained in Phase IV shall be completed on or before December 31, 1987.

PHASE V: Fifty-two (52) Condominium Units on which will be constructed twenty-six (26) residential Buildings each containing two (2) Condominium Homes. Each Condominium Home shall consist of any one of three models (designated A, B or C) more particularly described on the floor plans attached hereto as Exhibit "C" and made a part hereof by reference, which model shall be selected in the sole discretion of the purchaser.

In the event the Developer exercises the right to construct Phase V and submit same to condominium ownership herein, the improvements contained in Phase V shall be completed on or before December 31, 1987.

TIME SHARE ESTATES WILL NOT BE CREATED WITH RESPECT TO UNITS IN ANY PHASE DESCRIBED ABOVE.

#### 5. AMENDMENT OF DECLARATION ADDING PHASES:

Notwithstanding anything to the contrary contained herein or the provisions of Florida Statute Section 718.110, the Developer, pursuant to Paragraph 4 herein, and Florida Statute Section 718.403(6), expressly reserves the right to amend this Declaration to submit to condominium ownership the additional phases set forth in Paragraph 4 hereinabove, together with improvements thereon as part and parcel of this Condominium without consent thereto of the Association or Unit Owners other than the Developer.

The Developer may amend this Declaration as aforescribed by filing an amendment (or amendments) of this Declaration among the Public Records of Pinellas County, Florida, which amendment (or amendments) shall describe the land being submitted to condominium ownership, and which amendment (or amendments) shall have attached thereto such certificates, surveys, plans and sketches as are required by the Condominium Act. Such amendments need be executed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners, or lienors or mortgagees of Units of the Condominium whether or not elsewhere required for amendments, save and except that so long as any recognized lending institution has any interim and permanent financing on any of the properties being submitted to condominium ownership, then only in that event shall it be mandatory for the Developer to obtain a joinder from said

recognized lending institution to the amendments as provided for herein.

NOTHING CONTAINED HEREIN SHALL REQUIRE THE DEVELOPER TO SUBMIT ANY ADDITIONAL PHASE OTHER THAN PHASE III, CONTAINING THE RECREATION FACILITIES, TO CONDOMINIUM OWNERSHIP.

Notwithstanding the foregoing, the percentage of Ownership of the Common Elements and the Common Surplus attributable to each Unit shall be computed in the manner set forth in Paragraph 11 herein.

6. UNIT IDENTIFICATION:

(a) The location of the Condominium Units on the Condominium Property submitted to the Condominium Form of Ownership as Phase I are set forth in the proposed condominium plat attached hereto and made a part hereof as Exhibit "C". Each Condominium Unit is described on said plat in such manner that there can be determined therefrom the identification, location, dimensions and size of each as well as the Common Elements and Limited Common Elements, if any, appurtenant thereto. Each Condominium Unit is identified by a letter and/or number as shown on the proposed plat attached hereto as Exhibit "C"; and made a part hereof, so that no such Unit bears the same designation as does any other such Unit.

(b) Phases II through V are set forth in the phase plan attached hereto and made a part hereof as Exhibit "B". Each Condominium Unit in the subsequent phases will be identified by a number and/or letter designation so that no such Unit bears the same designation as does any other such Unit.

7. CHANGE IN PLANS AND SPECIFICATIONS:

Notwithstanding anything to the contrary herein or in the Association Articles of Incorporation or By-Laws, the Developer is hereby authorized to make changes in the plans and specifications during the construction of improvements on said property, including but not limited to enclosing or screening in balconies or patios, so long as such changes do not materially or adversely affect the Condominium Project. The Developer further reserves the right from time to time to alter the boundaries between Condominium Units so long as the Developer owns the Units so altered; and to alter the boundaries of the Common Elements adjacent thereto as long as the Developer owns the Condominium Units abutting the Common Elements where the boundaries are being altered, provided that no such change shall materially or adversely affect the Condominium Project nor shall any such change be made without amendment of this Declaration, and provided further that an amendment for such purpose need be executed and acknowledged only by the Developer and approved by the Institutional Mortgagee of an institutional first mortgage covering the Units affected, whether the said Units are encumbered by individual mortgages, or whether they are included in an overall construction mortgage on the Condominium Property.

8. EASEMENTS:

Each of the following easements is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of the Condominium.

(a) Utility Services: Easements as may be required for utility services in order to adequately serve the Condominium

or any Unit, Limited Common Element, or Common Element, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security facilities. However, easements through a Condominium Home shall be only according to the plans and specifications for the Building containing the Condominium Home or as the Building is actually constructed, or reconstructed, unless approved in writing by the Owner. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs the utility services using these easements. The Association or its designee shall have a right of access to each Unit and the improvements constructed thereon to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service facilities and Common Elements contained in the Unit or elsewhere in the Condominium Property and to remove any improvements interfering with or impairing the utility services or easements herein reserved; provided such right of access shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry into any Unit shall be made on reasonable notice to the Unit Owner.

(b) Easement of Support: Every portion of a Condominium Home or Condominium Unit contributing to the support of a Building or an adjacent Unit shall be burdened with an easement of support for the benefit of all Units in the Building.

(c) Use of Common Elements: The Common Elements shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the Unit Owners and residents of the Condominium, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

(d) Air Space: Each Condominium Home shall have an exclusive easement for the use of the air space occupied by the Condominium Home as it exists at any particular time and as the Condominium Home may lawfully be altered.

(e) Encroachments: If any portion of the Common Elements or Limited Common Elements encroaches upon any Unit: if any Unit encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common Elements; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvement; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the Common Elements or Limited Common Elements made by or with the consent of the Association; (iv) any repair or restoration of any improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements or Limited Common Elements; or (v) any non-purposeful or non-negligent act of a Unit Owner except as may be authorized by the Association, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand. Such easements shall exist to a distance of not more than three feet as measured from any common boundary between adjacent Units and between each Unit and any adjacent Common Element along a line perpendicular to such boundaries at such points. Any such easement for encroachment shall include an easement for the maintenance and use of encroaching improvements in favor of each of the Unit Owners and their respective designees.

(f) Overhanging Troughs and Gutters: There shall be easements for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over the Units and the Condominium Property.



(g) Natural Growth: There shall be easements for overhanging natural growth of trees and shrubbery over the Units, the Limited Common Elements and the Common Elements.

(h) Restrictions, Reservations and Easements of Record: The creation of this Condominium is subject to restrictions, reservations and easements which have been placed of record prior to the formation and filing hereof.

(i) Pedestrian and Vehicular Traffic: Easements for pedestrian traffic over, through and across sidewalks, paths, lanes and walks as the same may from time to time exist upon the Common Elements and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portions of the Common Elements as may from time to time be paved and intended for such purposes, same being for the use and benefit of the Association and the Unit Owners and residents of the Condominium, and their servants, guests and invitees.

(j) Developer's Ingress and Egress: In addition to the foregoing, the Developer for itself, its successors, assigns, agents and employees, including, without limitation, any person residing within the property described in Exhibit "A", their guests and invitees, expressly reserves an easement for ingress and egress over and across all roads existing from time to time within property described in Exhibit "A", whether said roads are ultimately within or outside of the Condominium.

(k) Grant of Additional Easements; Modifications and Termination: Developer (so long as it owns any Units) and the Association, on their behalf and on behalf of all Unit Owners, each shall have the right to (i) grant and declare additional easements over, upon, under and/or across the Common Elements in favor of the Unit Owners and residents of the Condominium and their guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the Condominium in favor of the Association and/or the Unit Owners and residents of the Condominium and their guests and invitees or in favor of any person, entity, public or quasi-public authority, or utility company, as the Developer or the Association may deem desirable for the proper operation and maintenance of the Condominium, or any portion thereof, or for the health, safety or welfare of the Unit Owners, or for any other reason or purpose. So long as such additional easements, or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of Units for dwelling purposes, no joinder of any Unit Owner or any mortgagee of any Unit shall be required or, if same would unreasonably and adversely interfere with the use of any Unit for dwelling purposes, only the joinder of the Unit Owners and mortgagees of Units so affected shall be required. To the extent required, all Unit Owners hereby irrevocably appoint Developer and/or the Association as their attorney-in-fact for the foregoing purposes.

(l) Additional Phases: Inasmuch as this Condominium is Phase 1 of a five phase Condominium, the Developer, its successors, designees, nominees or assigns does hereby reserve easements in favor of the Unit Owners of this Phase and Unit Owners of the additional Phases of this Condominium, CLOVERPLACE CONDOMINIUM ASSOCIATION, INC., and the members of said Association, their immediate families, guests and invitees, for ingress and egress over and across all roads and ingress and egress parcels existing from time to time within the property described on Exhibit "A", whether said roads are ultimately located within or outside of the Condominium, as well as



easements for utilities including but not limited to those necessary to provide power, electric, telephone, water, sewer, lighting facilities, irrigation, drainage, television transmission facilities, security services, electronics or other facilities in connection therewith and the like. Developer, for itself, its successors, nominees and assigns and the Association, reserves the right to impose on the Common Elements of this Phase and all future Phases such other easements and cross-easements for any of the foregoing purposes as it deems to be in the best interest of and necessary and proper for this Phase and future Phases of this Condominium for surrounding lands described on Exhibit "A". (Should the intended creation of any easement fail by reason of the fact that at the time of creation, there may be no grantee 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 purpose 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.)

The Developer does hereby grant to the future Owners of future phases the same rights reserved to the Developer herein over the property known as Phase 1 being herewith submitted to Condominium ownership.

The Developer, its successors, nominees and assigns as heretofore and hereinafter described may develop separate condominiums or future phases, or homeowner's associations or other forms of ownership on said future phases, although at the time of the filing of this Declaration such is not the Developer's intent to do so. However, the Developer, its successors, nominees and assigns reserve easements over and across the lands described on Exhibit "A" attached hereto over any roads to be constructed or ingress and egress easements and utilities, including but not limited to those necessary to provide water, sewer, lighting facilities, irrigation, drainage, television transmission facilities, security services, electronic and other facilities in connection therewith and the like. The Developer does hereby grant to the future owners of the property located in the lands described in Exhibit "A" the same rights reserved to the Developer herein over the property known as Phase 1 being herewith submitted to Condominium ownership.

#### 9. DEVELOPER'S UNITS AND PRIVILEGES:

The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent Units to any person approved by it. Said Developer shall have the right to transact on the Condominium Property any business necessary to consummate the sale of Units, including but not limited to the right to maintain models, sales offices and construction trailer, erect signs, place employees in the office, use the Common Elements and show unsold Units. In addition to and without limiting the generality of the foregoing, the Developer shall have the right to show the Units it owns, the Limited Common Elements appurtenant thereto, if any, and the Common Elements to prospective purchasers and tenants, as well as the right to place and maintain signs and other promotional material on the Condominium Project. A sales office, signs, and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. In the event there are unsold Units, the Developer retains the right to be the Owner thereof, under the same terms and conditions as other Owners, save for this right to sell, rent or lease as contained in this paragraph.

10. COMMON ELEMENTS:

Common Elements, as hereinabove defined, shall include within its meaning, in addition to the terms as listed in the Florida Condominium Act, Section 718.108, the following items:

(a) 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 Common Elements; and

(b) Easements of support in every portion of a Unit which contributes to the support of other Units and/or Common Elements; and

(c) Installations for the furnishing of utility services to the Common Elements or to a Unit other than the Unit containing the installation; and

(d) The property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Common Elements; and

(e) Fixtures on property owned or held for the common use, benefit and enjoyment of all Owners of Units in the Condominium; and

(f) Cross easements for ingress, egress, support, maintenance, repair, replacements and utilities; and

(g) Easements for encroachments by the perimeter walls, ceilings and floors surrounding each Condominium Home caused by the settlement or movement of the Buildings or by minor inaccuracies in building or rebuilding which may now exist or hereafter exist, and such easements shall continue until such encroachments no longer exist.

Amendments to the Common Elements may be made as provided for in Chapter 718.110(5) and 718.110(6) of the Florida Statutes.

11. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS:

The undivided share in the Common Elements and the Common Surplus which are appurtenant to each Condominium Unit shall be computed upon the following basis:

(a) Upon completion of Phase I, consisting of sixty-two (62) Units, and recordation of this Declaration, each Unit in Phase I shall have an undivided share in the ownership of the Common Elements and the Common Surplus equal to one/sixty second (1/62nd) of one hundred percent. This percentage interest in the ownership of the Common Elements and the Common Surplus shall be ascertained by dividing one hundred percent (100%) (numerator) by the total number of Units in Phase I (62) (denominator); the resulting figure being the undivided percentage of ownership of the Common Elements and the Common Surplus attributable to each Unit in Phase I prior to the recordation of any amendment submitting additional Units to condominium ownership pursuant to this Declaration.

(b) As any additional Phases are completed and submitted to condominium ownership, as set forth in Paragraph 4

herein, the undivided share in the ownership of the Common Elements and the Common Surplus attributable to each Unit submitted to condominium ownership shall be automatically adjusted to reflect the ownership interest of all Units submitted to the Condominium Form of Ownership on the following basis:

(1) The adjusted percentage of the undivided ownership of the Common Elements and Common Surplus shall be computed by dividing one hundred percent (100%) (numerator) by the cumulative total of all Units presently submitted to condominium ownership pursuant to this Declaration and amendments thereto (denominator). Example: upon completion of Phase II and the recordation of the amendment submitting said Phase II to condominium ownership, the Common Elements and Common Surplus attributable to each Unit shall be computed by dividing one hundred percent (100%) (numerator) by one hundred twenty-four (124) Units (denominator) which represents the cumulative total of all Units submitted to condominium ownership pursuant to this Declaration at the time the amendment adding Phase II is recorded.

(2) The adjusted percentage of the undivided share in the ownership of the Common Elements and Common Surplus attributable to each Unit shall automatically take effect upon the recordation of each and every amendment submitting additional Units to condominium ownership pursuant to this Declaration.

(3) The adjusted percentage of the undivided share in the ownership of the Common Elements and Common Surplus attributable to each Unit shall be binding upon the Unit Owners, their grantees, assigns, successors, executors or heirs of each and every Unit previously submitted to condominium ownership pursuant to this Declaration.

#### 12. COMMON EXPENSES AND COMMON SURPLUS:

(a) Common Expenses of the Condominium Association, as defined hereinabove, shall be shared by all Unit Owners in accordance with an undivided share in the ownership of the Common Elements and the Common Surplus attributable to each Unit submitted to condominium ownership as set forth in Paragraph 11 hereinabove. It is understood that this shall include all expenses in connection with any assessments, insurance, and all other expenditures for which the Association shall be responsible.

(b) The Common Surplus shall be owned by Unit Owners in accordance with the provisions set forth in Paragraph 11 hereinabove as they relate to the undivided share in the ownership of the Common Elements and Common Surplus attributable to each Unit submitted to condominium ownership pursuant to this Declaration.

#### 13. GOVERNING BODY:

The affairs of the Condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation to conduct the affairs of the Condominium shall be CLOVERPLACE CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association", the Articles of Incorporation of which are attached hereto as Exhibit "E", and made a part hereof as though set out in full herein. The By-Laws of the Association are attached hereto as Exhibit "F", and made a part hereof as though set out in full herein.

14. MEMBERSHIP IN THE ASSOCIATION:

(a) The Developer and all persons hereinafter owning an interest in the Condominium Parcels (Owners), whose interest is evidenced by the recordation of a proper instrument in the Public Records of Pinellas County, Florida, shall automatically be members of the Association and such membership shall automatically terminate when such persons have divested themselves of such interest.

(b) An Owner or Owners of a single Unit shall collectively be entitled to one (1) vote, which vote shall be cast by the voting member. If any Unit is owned by more than one person, one of the Owners of such Unit shall be designated, by a duly sworn certificate signed by all of the record Owners of the Unit and filed with the Secretary of the Association, as the voting member for that Unit. Failure by all Owners of a Condominium Unit to file such sworn certificate with the Secretary prior to a members' meeting shall result in depriving such Owners of a vote at such meeting. In the case of a corporation, partnership or joint venture, the officer, director or partner entitled to vote shall be designated by a certificate signed by the appropriate officer, director or partner of such entity and filed with the Secretary of the Association.

(c) Upon completion of Phase I, there shall be sixty-two (62) voting members. Upon the recordation of the amendment submitting additional Units to condominium ownership pursuant to the provisions of this Declaration, the number of voting members shall automatically be adjusted so that at all times, there shall be one (1) voting member for each Unit submitted to condominium ownership pursuant to this Declaration and amendments hereto. A person or entity owning an interest in more than one (1) Unit may be designated as a voting member for each one such Unit which he or it owns.

(d) All the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association, consisting of not less than three (3) and not more than five (5) voting members who are to be elected annually by the voting members.

(e) Subsequent to the filing of this Declaration, the Association, when authorized by a vote of two-thirds (2/3) of the total vote of the members of said Association, may purchase and/or acquire and enter into agreements, from time to time, whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, including but not limited, to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation and other use or benefit of the Unit Owners. The expense of ownership, rental fees, operations, replacements and other undertakings in connection therewith shall be Common Expenses, together with all other expenses and costs herein or by law defined as Common Expenses.

15. AMENDMENT OF DECLARATION:

(a) This DECLARATION may be amended by affirmative vote of three-fourths (3/4) of the Unit Owners at a meeting duly called for such purpose pursuant to the By-Laws; provided, however, that no amendment shall be made which shall in any manner impair the security of an Institutional Mortgagee having a mortgage or other lien against any one or more Units or Condominium Parcels, or any other record owners of liens thereon; save and except if such amendment is for the purpose to correct an error or omission in this Declaration or in other

documentation required by law to establish the Condominium Form of Ownership, then such amendment shall nevertheless be effective when duly passed by an affirmative vote of fifty-one (51%) percent of the members of the Association present or represented by written proxy in accordance with the By-Laws, and recorded among the Public Records of Pinellas County; provided, however, that the property rights of the Owners are not materially and/or adversely affected by such amendment.

(b) If it shall appear through scrivener's error, that a Unit has not been designated an appropriate undivided share of the Common Elements or that all of the Common Expenses or interest in the Common Surplus or all other Common Elements in the Condominium have not been distributed in the Declaration, such that the sum total of the shares of Common Elements which have been distributed or the sum total of the shares of the Common Expenses or ownership of Common Surplus fail to equal one hundred (100%) percent (or if it shall appear that, through such error, more than one hundred (100%) percent of Common Elements or Common Expenses or ownership of the Common Surplus shall have been distributed) such error may be corrected by the filing of an amendment to this Declaration executed by the Association, the Owners of the Units and the owners of the liens thereupon for which modification in the shares of Common Elements or shares of Common Expenses or the Common Surplus are being made. No other Unit Owner shall be required to join in or execute such amendment.

(c) The Developer, during the time it is in control of the Board of Directors of the Association may amend this Declaration or the Articles or the By-Laws of the Association to correct an omission or an error, or to effect any other amendment, except that this procedure for amendment cannot be used if such amendment would, in the reasonable opinion of the Developer, materially and adversely affect substantial property rights of Unit Owners unless the affected Unit Owners consent in writing to such amendment. The execution and recording of any amendment by the Developer pursuant to this paragraph 15 (c) shall be conclusive evidence, however, that the amendment does not materially adversely affect substantial property rights of Unit Owners who did not join in or consent to such execution, and any such amendment shall be effective as provided herein unless subsequently rescinded.

(d) However, no amendment shall change the configuration or size of any Condominium Home or Condominium Unit in any material fashion, materially alter or modify the appurtenances to such Unit, nor change the proportion or percentage by which the owner of the Unit shares the Common Expenses and owns the Common Surplus, unless the record Owner thereof and all record owners of mortgages or other liens thereupon shall join in the execution of the amendment, and unless all the record Owners of all the Units approve the amendment, provided, further, however, that any vote for an amendment to the Declaration which in any way relates to a change in the percentage of ownership in the Common Elements or sharing of Common Expenses as it pertains to each Unit Owner and/or Unit, shall be conducted by secret ballot, save and except amendments made by the Developer pursuant to the provisions of Paragraph 5 hereinabove for the purposes of submitting additional phases to condominium ownership pursuant to the terms of this Declaration.

(e) Notwithstanding anything to the contrary contained herein, no amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the written consent of said Developer or mortgagees, as appropriate,

to any such amendment. No amendment shall make any change in the sections of this Declaration containing provisions regarding insurance, reconstruction or repair after casualty, or condemnation unless all Institutional First Mortgagees whose mortgages are of record shall join in the amendment. This Paragraph 15(e) may not be amended.

(f) Notwithstanding anything to the contrary contained herein, the Developer retains the right to amend this Declaration from time to time pursuant to the provisions set forth in Paragraph 5 hereinabove for the purpose of submitting additional phases to condominium ownership pursuant to the terms of this Declaration.

16. TYPE OF OWNERSHIP:

Ownership of each Condominium Parcel, which shall include the Condominium Unit and the Condominium Home and other improvements situated thereon and the undivided share in the Common Elements herein specified, shall be evidenced by Warranty Deed from the Developer conveying fee simple title to the Condominium Parcel.

The Condominium Units may be conveyed to purchasers as and when the Condominium Home has been substantially completed and a certificate of occupancy has been issued therefor, whether or not any other Buildings in the Condominium Project have been so completed, provided, however, that all applicable laws and regulations have been complied with prior to such conveyance.

17. ASSESSMENTS, LIABILITY, MAINTENANCE, LIEN AND PRIORITY, INTEREST, COLLECTION:

(a) Common Expenses shall be assessed against each Unit Owner by the Association as provided in Paragraphs 11 and 12 hereinabove. Excluding any management or maintenance agreement, notwithstanding anything to the contrary contained herein, or in the Articles of Incorporation of the By-Laws of the Association, during such time that the Developer owns one or more Units, the Assessments provided for herein and in the Articles of Incorporation and the By-Laws of the Association, shall not be more than the actual sums necessary to pay for the current operating expenses, plus any reserves required by law.

(b) Every Assessment, regular or special, made hereunder and costs incurred in collecting same, including reasonable attorney's fees, shall be secured by a lien against the Unit, and all interest therein owned by the members against which the Assessment is made, and such lien shall arise in favor of the Association and shall come into effect upon recordation of this instrument and the lien for all such sums due hereafter shall date back to said date and shall be deemed to be prior to, and superior to, the creation of any homestead status for any Condominium Parcel and to any subsequent lien or encumbrance, except the lien referred to herein shall be subordinate and inferior to that of any Institutional First Mortgage.

(c) In addition to the lien rights set forth hereinabove, the Association shall be entitled to assess a late

charge of Five and no/100 (\$5.00) Dollars, together with interest at the rate of Ten percent (10%) per annum from the due date until the date of payment for any Assessment, regular or special, made hereunder which is not paid within ten (10) days of the due date of any such Assessment.

(d) Where the mortgagee of a first mortgage of record, or the purchaser or purchasers of a Unit obtains title to the Unit as a result of foreclosure of the first mortgage, or by voluntary conveyance in lieu of foreclosure, said mortgagee, shall not be liable for the share of the Common Expenses or Assessments by the Association pertaining to such Unit or chargeable to the former Owner of such Unit which became due prior to acquisition of title by said mortgagee as a result of the foreclosure, unless the share is secured by a claim of lien for Assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectable from all of the Owners of Units, including such acquiror of the first mortgage of record and his successors and assigns. The acquiror from the first mortgagee of record or his successor or assigns, shall thereafter be obligated to pay that share of the Common Expenses and Assessments attributable to his Unit.

(e) The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgement for the unpaid Assessments without waiving any claim of lien.

#### 18. MAINTENANCE:

The responsibility for the maintenance of the Condominium Property as it may apply hereafter, with the exception of those responsibilities for management as provided for by the Association with GREENLEAF PROPERTY SERVICES, INC., in accordance with the Management Agreement attached hereto as Exhibit "D", shall be as follows:

(a) By the Unit Owner. Each Unit Owner shall operate, maintain, repair and replace, at the Unit Owner's expense:

(1) All portions of the Condominium Unit, including, but not limited to, maintenance of the lawn and any shrubbery and/or flower beds thereon, and removal of all trash or debris.

(2) All portions of the Condominium Home, including, but not limited to, cabinets, carpeting and other floor coverings, sinks, fans, stoves, refrigerators, washers, dryers, disposals, compactors and all other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, television transmission, sewage and sanitary service to the Condominium Unit, as well as all personal property of the Unit Owner.

(3) All heating, cooling and plumbing apparatus or utility installations, whether or not included within the boundaries of the Unit or the Condominium Home, which provide service exclusively to the Condominium Parcel owned by the Unit Owner.

(4) Any and all improvements constructed by the Unit Owner upon the Unit, including a fence, patio, swimming pool or jacuzzi shall be maintained by the Unit Owner at his own expense.

(5) The common party wall and common roof which



the Unit Owner shares in common with the Owner of the adjacent Unit, shall be maintained and repaired by and at the expense of such adjoining Unit Owners.

(aa) Maintenance and repair shall include, but not be limited to, replacement and repair of the common roof and repair of the common party wall. Expenses for such repairs and maintenance shall be paid by the Unit Owners sharing the common party wall and common roof on a prorata basis.

(bb) In the event a Unit Owner sharing a common party wall or common roof with an adjoining Unit Owner fails or refuses to perform necessary repairs to or maintenance of the common party wall and common roof located on his Condominium Unit, the adjoining Unit Owner shall have the right to request that the Association perform the necessary maintenance or repair pursuant to the provisions of Paragraph 19 of this Declaration.

(cc) In the event a Unit Owner makes repairs to or performs maintenance of the common party wall and common roof shared with an adjoining Unit Owner, and the adjoining Unit Owner fails or refuses to pay a prorata share of the expense for such maintenance or repairs, the Unit Owner performing the maintenance or repair shall have a right to contribution from the adjoining Unit Owner for such prorata share of the expense.

(dd) Should a dispute arise between adjoining Unit Owners as to the necessity for particular maintenance or repairs, or with regard to the amount of the prorata obligation of each Unit Owner for expenses incurred for maintenance or repair to the common party wall and common roof, such Unit Owners shall petition the Board of Directors for a determination of their respective rights and obligations. Such determination shall be specific to the issues presented and shall be binding upon the Unit Owners.

(6) All property to be maintained, painted, repaired and/or replaced by a Unit Owner shall be maintained at all times in a first class condition and in good working order, if same affects the exterior appearance of the Condominium, so as to preserve a well kept appearance throughout the Condominium, and no such maintenance repair, painting or replacement shall be performed in a manner which changes or alters the exterior appearance of a Building or the Condominium Property from its original appearance or condition without the prior written consent of the Architectural Control Committee. All property to be maintained, repaired and/or replaced by a Unit Owner which is inside of the Condominium Home and which does not affect the exterior appearance of the Condominium shall be maintained at all times in a condition which does not and will not adversely affect any other Unit Owner, or any portion of the Condominium Property.

(7) No Unit Owner shall operate, maintain, repair or replace any portion of the Condominium Property to be operated, maintained, repaired and/or replaced by the Association without first obtaining written approval from the Association. Each Unit Owner shall promptly report to the Association any defects or need for repairs, maintenance, or replacements, the responsibility for which is that of the Association.

(b) AT THE OPTION OF THE ASSOCIATION:

The Association may, at its own expense:

(1) Use and expend the Assessments collected, including Assessment for reserves or betterments, to maintain, care for and preserve the Condominium Property, except those por-

tions thereof which are required to be maintained, cared for and preserved by the Unit Owners.

(2) Purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;

(3) Enter into and upon the Units and the improvements thereon when necessary and with as little inconvenience to the Owners as possible in connection with such maintenance, care and preservation. Whenever it is necessary to enter any Unit and the improvements thereon for the purpose of performing any such maintenance, care and preservation, the Unit Owner shall permit the Association or persons authorized by it to enter the Unit for such purposes, provided that such entry may be made only at reasonable times and with reasonable advance notice, except that in the case of an emergency, no advance notice will be required. To facilitate entry in the event of any emergency, the Owner of each Unit, if required by the Association, shall deposit a key to his Condominium Home with the Association.

(4) Insure and keep insured said Condominium Property in the manner set forth in the Declaration against loss from fire and/or other casualty, and Unit Owners against public liability and to purchase such other insurance as the Board of Directors may deem advisable;

(5) Collect delinquent Assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Unit Owners for violation of the By-Laws and the terms and conditions of this Declaration:

(6) To employ workmen, janitors and gardeners and purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed advisable and generally to have the powers of an apartment house manager, including the right to employ or contract with, if deemed advisable, a maintenance service contractor or apartment house manager, who shall maintain, service or manage the Buildings and the Condominium Property, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the Buildings and the Condominium Property.

#### 19. ENFORCEMENT OF MAINTENANCE:

In the event a Unit Owner fails to operate, maintain or repair his Condominium Unit, Condominium Home or the common party wall or common roof he shares in common with an adjoining Unit Owner, as required in Paragraph 18 above, the Association or any other Unit Owner shall have the right to petition to the Division of Florida Land Sales and Condominiums for voluntary binding arbitration, as more specifically set forth in the Arbitration Rules of Procedure promulgated by the Division, or to proceed in a court of equity to seek compliance with the foregoing provisions; or, three (3) days after the date that written notice from the Association to the Unit Owner specifying the necessary maintenance or repair has been delivered to the Unit Owner, the Association, its employees or agents, shall have the right to enter the Condominium Unit and the Condominium Home for the purpose of performing the work necessary to enforce compliance with the provisions of Paragraph 18 above. The Association shall have the right to assess the Unit Owner and the Condominium Unit for the sums necessary to perform such work, provided, however, that any Assessment necessary for maintenance or repair to the common party wall and common roof, which maintenance or repair is the responsibility of adjoining Unit Owners, shall be assessed on a prorata basis, determined in the

sole discretion of the Board of Directors, against both such Unit Owners and their respective Condominium Units. Any Assessment made pursuant to this paragraph shall constitute a lien against the subject Units, which may be foreclosed should the Unit Owner or Owners fail to pay such Assessment.

In the event the Association fails to comply with the terms and conditions of this Declaration or the Articles of Incorporation and Bylaws of the Association, any Unit Owner or Institutional First Mortgagee may apply to a court of competent jurisdiction for the appointment of a receiver for the purpose of carrying out the terms and conditions required to be performed by the Association.

20. INSURANCE:

The insurance other than title insurance which shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

(a) All insurance policies upon the Condominium Property shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees, as their interests may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees. The above insurance provision specifically does not include coverage of or on personal property or for personal liability or living expense of the Unit Owners.

(b) COVERAGE:

(1) Casualty: The Buildings and all fixtures and improvements upon the land and all personal property included in the Condominium Property, other than personal property owned by the individual Unit Owners, shall be insured pursuant to a "master" or "blanket" type policy of property insurance in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time will be customarily covered with respect to buildings similar in construction, location and use to the Buildings on the land, including, but not limited to, vandalism and malicious mischief, and all other perils normally covered by the standard "all risk" endorsement, where such is available.

(2) Public Liability: The Board of Directors of the Association shall have the right to contract for comprehensive public liability insurance covering all of the Common Elements, Limited Common Elements, and Common Facilities and Common Areas, if any, as it may deem necessary, at the expense of the Association. Any such liability insurance coverage shall be in amounts generally required by private institutional mortgage investors for projects similar in construction, location and use; however, such coverage shall be for at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence.

(3) Workmen's Compensation: Workmen's Compensation necessary to meet the requirements of law shall be purchased by the Association.

(4) Flood Insurance Protection: The Association shall acquire flood insurance protection under the Flood Disaster Protection Act of 1973 necessary to meet the requirements of the law. Such policy, if required, shall be a form which meets the criteria set forth in the most current guidelines on the subject

issued by the Federal Insurance Administrator, and shall be in an amount equal to the lesser of (1) the maximum coverage available under the National Flood Insurance Program for all Buildings and other insurable property within any portion of the Condominium located within a designated flood hazard area, or (2) one hundred percent (100%) of the current replacement cost of all such Buildings and other insurable property.

(c) Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the general expense account, and shall be a Common Expense.

(d) All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association. Proceeds on account of damage to Common Elements shall be held as provided in this Section 20 of the Declaration.

(e) In the event a loss occurs to any improvement within any of the Units alone, without any loss occurring to any of the improvements within the Common Elements, payment under the insurance policies shall be made to the Owners owning such Units and their mortgagees, if there be mortgages on said Units, as their interests may appear, and it shall be the duty of those Unit Owners to effect the necessary repairs to the improvements within their respective Units.

(f) In the event that loss occurs to improvements within Units and the contiguous Common Elements, or to improvements within the Common Elements alone, payment under the insurance policies shall be made jointly to the Association and the holder of mortgages on the Units, and the proceeds shall be expended or disbursed as follows:

(1) If the mortgagees agree, all payees shall endorse the insurance company's check to the Association and the Association will promptly contract for the necessary repairs to the improvements within the Common Elements and the damaged Units. If the insurance proceeds should be sufficient to repair all of the damage within the Units, but insufficient to repair all the improvements within the Common Elements, the proceeds shall be applied first to completely repair the damage within the Units and the balance of the funds shall be apportioned to repair improvements within the Common Elements, and the Unit Owners shall be subject to a special Assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within the Common Elements.

(2) In the event all mortgagees do not agree to the endorsement of the proceeds as provided in Paragraph 20(f)(1) above, all payees shall endorse the insurance company's check to the institutional first mortgagee owning and holding the oldest recorded mortgage encumbering any Unit, which mortgagee shall hold the insurance proceeds in escrow and the Escrow Agent (should there be no such institutional first mortgagee or none with legal capacity to perform such escrow, then the payees shall endorse the insurance check to the Association, as Escrow Agent) shall disburse the funds as follows:

(aa) in the event any institutional first mortgagee demands application of insurance proceeds to the payment of its loan, the escrow agent shall distribute such proceeds jointly to the respective Unit Owners sustaining damages and their mortgagees, as their interests may appear, in accordance with the damage sustained by each Unit and in relation to the total damage claim and the amount of insurance funds available;

(bb) in the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the Common Elements and Units and provided all institutional first mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose, the improvements shall be completely repaired and restored. In the event the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and who shall post a performance bond, the Escrow Agent shall disburse the insurance proceeds and other funds held in escrow in accordance with the progress payments contained in the Construction Agreement between the Association and the Contractor. The Construction Agreement shall be subject to prior written approval of the Escrow Agent, which approval shall not be unreasonably withheld.

(cc) if there is a balance remaining of the insurance proceeds after payment of the costs of reconstruction and repair that is the responsibility of the Association, such balance shall next be distributed to the Owners of damaged Units who have responsibility for reconstruction and repair of their Units. The distribution shall be in the share that the estimated cost of construction and repair of each damaged Unit bears to the total of such costs for all damaged Units; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of reconstruction and repair for Owner's Unit appurtenant thereto. If there is a mortgage on an damaged Unit, the distribution pursuant to this paragraph shall be subject to the provisions of Paragraph 20 (f)(2)(aa) above.

(dd) in the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction, but the insurance proceeds are not sufficient to repair and replace all of the improvements within the Common Elements and the Units, a membership meeting shall be held to determine whether or not to abandon the Condominium Project or to levy a uniform special Assessment against each Unit and the Owners thereof as their interests appear, to obtain the necessary funds to repair and restore the improvements within the Common Elements and the Units, provided that the insurance funds available are applied first to repair the Units damaged and such assessment shall be only for or on account of repairs to the Common Elements. The funds necessary to meet any deductible amount under an insurance policy against which a claim is made shall be a part of such special Assessment. In the event the majority of the voting members vote in favor of the special Assessment, the Association shall immediately levy such Assessment and the funds received shall be delivered to the Escrow Agent and disbursed as provided above. In the event the majority of the voting members are opposed to the special Assessment and one hundred percent (100%) vote for abandonment of the Condominium, the insurance proceeds shall be disbursed in accordance with the percentages allocable to each Unit as per Paragraphs 11 and 12 of this Declaration, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of his share of such funds all liens on such Unit in the order of priority of such liens, and the Condominium may be terminated as provided in Paragraph 28 hereinafter.

(g) If there has been loss or damage to the Common Elements and the insurance proceeds available are inadequate to repair and reconstruct same and all of the damaged Units and if the majority of the voting members vote against levying the special Assessment referred to above, and one hundred percent (100%) of the voting members and fifty-one percent (51%) of the institutional mortgagees holding mortgages on the individual units vote to abandon the Condominium, same shall be abandoned subject to the provisions of Paragraph 28 hereinafter. As evidence of the members' resolution to abandon, the President and

Secretary of the Association shall effect and place in the Public Records of Pinellas County, Florida, an affidavit stating that such resolution was properly passed, to which a copy of the consent of the Units Owners and holders of all liens shall be affixed.

(h) Under all circumstances, the Board of Directors of the Association hereby has the authority to act as the agent of all Owners for the purpose of compromising or settling insurance claims for damage to improvements within Units or Common Elements, subject to the approval of any mortgagee of the premises damaged.

21. RECONSTRUCTION OR REPAIR AFTER CASUALTY:

(a) Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached hereto as Exhibits, or if not, then according to plans and specifications approved by the Association, and if the damaged property is one or more Buildings containing Units, by the Unit Owners of all Units (and their respective Institutional Mortgagees) the plans for which are to be altered, and by the members of the Association, which approval shall not be unreasonably withheld.

(b) If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

(c) Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair from one or more reliable licensed contractors, and shall submit copies of all acceptable estimates to the Escrow Agent.

(d) The funds for payment for costs of reconstruction and repair after casualty shall consist of proceeds of insurance held by the Escrow Agent and special assessments collected by the Association from Unit Owners. Such funds shall be disbursed as provided in paragraph 20(f)(2)(bb), and it shall be presumed that the first monies disbursed in payment of costs of construction and repair are from the insurance proceeds. Any balance remaining in the fund after payment of all costs of the reconstruction and repair for which the fund was established shall be distributed as provided in paragraph 20(f)(2)(cc); except, however the amount of such distribution which does not exceed the special Assessment paid by the Unit Owner for such reconstruction and repair shall not be made payable to any mortgagee unless that mortgagee provides satisfactory evidence to the Escrow Agent that it provided the funds for such special Assessment.

22. CONDEMNATION AND EMINENT DOMAIN

(a) The taking of any Condominium Property by condemnation or eminent domain proceedings shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of casualty and shall be deposited with the Escrow Agent. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Escrow Agent; and in the event of a failure to do so, in the discretion of the Association, a special Assessment shall be

made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Unit Owner.

(b) In the event of any condemnation or eminent domain proceedings, a meeting of the members of the Association shall be called within sixty (60) days after the taking of any Condominium Property by condemnation or eminent domain proceedings is final to determine whether the Condominium will be terminated. Termination of the Condominium shall be effected as provided in Paragraph 28 of this Declaration.

(c) If the Condominium is terminated after condemnation or eminent domain proceedings, the proceeds of the awards and special Assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation or eminent domain proceedings, the size of the Condominium will be reduced, the Unit Owners of condemned or taken Units will receive their prorata share of the condemnation award applicable to said Units, and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Escrow Agent after a casualty.

(d) If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(aa) The Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Unit Owner of the Unit.

(bb) The balance of the award, if any, shall be distributed to the Unit Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Unit Owner and mortgagees.

(e) If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(aa) The award shall be paid first to all Institutional Mortgagees in an amount sufficient to pay off their mortgages due from those Units which are not tenantable; and then jointly to the Unit Owners and mortgagees of Units not tenantable and in an amount equal to the market value of the Unit immediately prior to the taking and with credit being given for payments repairing and replacing the Common Elements.

(bb) The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in condition for use by all of the Unit Owners in the manner approved by the Board; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

(cc) The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common



Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as elsewhere provided in the Declaration.

(dd) If the amount of the award for the taking is not sufficient to pay the market value of a condemned or taken Unit to the Unit Owner and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Assessments against all of the Unit Owners who will continue as owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Unit Owners in the Common Elements after the changes effected by the taking.

(ee) If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice by either party, the value shall be determined by one MAI appraiser mutually agreed upon by the Unit Owner and the Association, or if the parties are unable to agree as to an appraiser, the value shall be determined as the average of three (3) appraisals by three (3) such appraisers, one of whom shall be selected by the Association, one by the Unit Owner, and one by the two appraisers so selected. The cost of such appraisal or appraisals shall be a Common Expense of the Association.

(f) Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of the Common Elements, if any, shall be distributed to the Unit Owners in the share in which they own the Common Elements after adjustment of these shares on account of the condemnation or eminent domain proceedings. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagee(s) of the Unit.

(g) The changes in Units, in the Common Elements and in the ownership of the Common Elements that are effected by condemnation shall be evidenced by an amendment of this Declaration of Condominium that need be approved only by the Board of Directors of the Association.

### 23. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS:

In order to insure a community of congenial residents and thus protect the value of the Units, the sale, leasing, rental and transfer of Units by any Owner other than the Developer shall be subject to the following provisions:

(a) Conveyances, Sales and Transfers: Prior to the sale, conveyance or transfer of any Unit to any other person other than transferor's spouse, the Owner shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed sale, conveyance or transfer is to be made, and such other information as may be required by the Board of Directors of the Association. Within fifteen (15) days, the Board of Directors of the Association shall either approve or disapprove proposed sale, transfer or conveyance, in writing, and shall notify the Owner of its decision. In the event the Board of Directors of the Association fails to approve or disapprove a proposed sale within said fif-

teen (15) days, the failure to act as aforesaid shall be considered approval of the sale.

The Association, pursuant to the provisions of Florida Statutes 718.112(j), shall be entitled to charge the Unit Owner a fee of twenty-five dollars (\$25.00) for costs incurred by the Association to review the proposed transfer and the costs of the clerical services necessitated by the transfer of ownership.

In the event the Board of Directors of the Association disapproves the proposed sale, conveyance or transfer, and the member shall desire to consummate such sale, conveyance or transfer, such member shall, thirty (30) days before such sale, conveyance or transfer give written notice to the Secretary of the Association of his intention to sell, convey, or transfer on a certain date, together with a copy of the contract setting forth the terms thereof and price; said price, however, shall not exceed the fair market value of said Unit. If a dispute arises as to the definitions of fair market value, it shall be resolved as provided for hereinafter. The Association shall promptly notify the members of the Association of the date, price and terms. Any member of the Association shall have the right first over the prospective purchaser to accept such sale or transfer on the terms contained in the notice, provided that he shall so notify the Secretary of the Association, in writing, of the acceptance, at least fifteen (15) days before the date of the intended sale or transfer, and deposit with the Secretary of the Association ten percent (10%) of the purchase price as a good faith deposit, which information and notice of deposit the Association shall promptly forward to the Owner.

In the event no members of the Association accept first right of purchase as aforescribed, then the Association must either approve the transaction or furnish a purchaser approved by the Association, who will accept the transaction upon the terms and conditions contained in the notice provided by the Association at least ten (10) days before the date of the intended sale or transfer, and notify the Owner that a purchaser has been furnished and that said purchaser has deposited ten percent (10%) of the purchase price with the Association, as a good faith deposit for the intended sale. In the event the member giving notice receives acceptances from more than one (1) member, it shall be discretionary with the member giving notice to consummate the sale or transfer with whichever of the accepting members he chooses.

In the event the member giving notice receives no written notice from any member of the Association accepting the price and terms of the proposed sale or transfer on or before ten (10) days before the date given in the notice as the date of sale or transfer, then that member may complete the sale or transfer on the day and at the price and the terms given in his notice, but on no other price or terms without repeating the procedure outlined above.

In the event the member makes a sale or transfer without first complying with the terms hereof, any other member of the Association shall have the right to redeem from the purchaser according to the provisions hereof. The said redemption rights shall be exercised by reimbursing the purchaser for the monies expended as shown on the contract for purchase of the Unit, which shall not exceed the fair market value, and immediately after such reimbursement the said purchaser or transferee shall convey all his right, title and interest to the member of the Association making the redemption. Any expenses, which shall include, but not be limited to, attorney's fees and court costs incurred by the Association, maintenance company or any members

for enforcement of the provisions of this Paragraph 23 shall be assessed against the member who violates or fails to comply strictly with the provisions of this Paragraph 23.

An affidavit of the Secretary of the Association, stating that the Board of Directors of the Association approved in all respects on a certain date the sale or transfer of a Unit to certain persons, shall be conclusive evidence of such fact, and from the date of approval as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

An affidavit of the Secretary of the Association stating that the Board of Directors of the Association were given proper notice on a certain date of a proposed sale or transfer and the Board of Directors of the Association disapproved or failed to act on such proposed sale or transfer, and that thereafter, all the provisions hereof which constitute conditions precedent to a subsequent sale or transfer of a Condominium Unit have been complied with and that the sale or transfer of a particular Unit to a particularly named person does not violate the provisions hereof, shall be conclusive evidence of such facts as for the purpose of determining the status of the persons' title to such Unit sold or transferred. Such affidavit shall not be evidence of the fact that subsequent sale or transfer to such person was made at the price, terms and on the date stated in the notice given to the Secretary, but one hundred eighty (180) days after the date of the notice to the Board of Directors of the Association, as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

In case of the death of the Owner of a Unit, the surviving spouse, if any, and, if no surviving spouse, the other member or members of such Owner's family residing with the Owner at the time of his death, may continue to occupy the said Unit; and if such surviving spouse or other member or members of the decedent Owner's family shall have succeeded to the ownership of the Unit, the ownership thereof shall be transferred by legal process to such new Owner.

In the event said decedent Owner shall have conveyed or bequeathed the ownership of his Unit to some designated person or persons, other than the surviving spouse or members of his family as aforescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the Unit, or under the laws of descent and distribution of the State of Florida, the Unit descends to some person or persons other than his surviving spouse or members of his family as aforescribed, the Board of Directors of the Association shall within thirty (30) days of proper evidence of rightful designation served upon the President or any other officer of the Association, or within thirty (30) days from the date the Association is placed on actual notice of said devisee or decedent, express their refusal or acceptance of the individual or individuals so designated as Owner or Owners of the Unit. If the Board of Directors of the Association shall consent, in writing, ownership of the Unit may be transferred to the person or persons so designated, who shall thereupon become the Owner or Owners of the Unit, subject to the provisions of this enabling Declaration and the Exhibits hereto. If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days to purchase, for cash, the said Unit at the then fair market value thereof.

In the event a dispute arises as to what should be considered the fair market value of a Unit as provided for

herein, then the time requirements for approval or disapproval of a proposed sale and other notice requirements as set forth in this Paragraph 23 herein shall be abated until final decision has been made by an Appraiser appointed by the Senior Judge of the Circuit Court in and for Pinellas County, Florida, upon ten (10) days notice on petition of any party in interest. The expense of appraisal shall be paid by the Seller or the legal representatives of the Seller out of the amount realized from the sale of such Unit. In the event the then members of the Association do not exercise the privilege of purchasing said Unit within such period, and upon such terms, then and only in such event, the person or persons so designated by the decedent shall take title to the Unit; or such person or persons or the legal representative of the decedent may sell the said Unit, but the sale shall be subject in all respects to the provisions of this enabling Declaration and the By-Laws of the Association.

(b) Rental or Lease: A Unit may be leased or rented in accordance with the rules and regulations adopted by the Association relating thereto, however no Unit shall be leased for a period of less than six (6) months.

(c) Corporate Purchaser or Lessee: The purchaser or lessee of a Unit may be a corporation.

(d) Transfer by Mortgagee or Developer: Notwithstanding anything to the contrary herein, the provisions of this Paragraph 23 shall not be applicable to transfer to mortgagees whether in foreclosure or by judicial sale, or by the voluntary conveyance in lieu of foreclosure, whereby such mortgagee becomes an Owner, nor to the Developer until after the Developer has initially conveyed or disposed of all interests in the property, nor to any sale or lease by such mortgagee or Developer.

(e) Mortgage: No Unit Owner may mortgage his Unit or interest therein without the approval of the Association, except to a bank, insurance company, federal savings and loan association, state savings and loan association, institutional investor, Federal National Mortgage Association (FNMA), mortgage banker and/or real estate investment trust. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

#### 24. RESTRAINT UPON SEPARATION AND PARTITION:

Any transfer of a Condominium Parcel must include all elements thereof as aforescribed and appurtenances thereto, whether or not specifically described, including but not limited to, the Unit Owner's share in the Common Elements and the Limited Common Elements, and his Association membership.

#### 25. USE RESTRICTIONS:

In addition to other obligations and duties heretofore set out in this Declaration, every Owner or occupant of a Unit shall abide by the following use restrictions and any rules and regulations adopted by the Association which are not inconsistent with the provisions set forth herein or the Exhibits hereto:

(a) Each Unit shall be used only for the purpose of a single family residence. A family is defined to mean any number of persons related by blood, marriage, or adoption, or not more than two (2) unrelated persons living as a single housekeeping unit.

(b) All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association.

Owner agrees to notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations. No boats, trailers, campers, golf carts, motorcycles, or vehicles larger than a passenger automobile or standard size van will be permitted within the development of which the Unit is a part. No parking of trucks of any nature or similar commercial vehicles shall be permitted except temporarily for delivery, pick-up or repairs, and except temporarily during periods of construction. Any such vehicle or any of the properties mentioned in the preceding sentences may be removed by the Association at the expense of the Unit Owner, Occupant or Guest owning the same, for storage or public or private sale, at the election of the Association; and the Unit Owner, Occupant or Guest owning the same shall have no right of recourse against the Association therefor. No repairing of automobiles, trailers, boats, campers, golf carts, or any other property of Owner will be permitted outside the confines of the Owner's Unit.

(c) Each Unit Owner shall maintain his Unit in good condition and repair, including all internal surfaces within or surrounding his Unit, and each Owner shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately to his Unit. Landscaped and grassed areas shall be used only for the purposes intended. No articles belonging to Unit Owners or occupants shall be kept in such areas, temporarily or otherwise.

(d) Each Owner shall maintain his Unit in a clean and sanitary manner. Patios, porches or fences shall be used only for the purposes intended and shall not be used for hanging of garments or other objects, or for cleaning of rugs or other household items. No drying of laundry will be permitted outside of the Condominium Home.

(e) Unit Owners shall not keep pets or other animals in their Units or within the Common Elements unless prior written approval of the Board of Directors of the Association is obtained. It is the intent of the Developer that said written approval will not be withheld for small pets, however, no more than two small pets may be kept in any Unit. For purposes of this paragraph, small animals are defined as animals weighing fifteen (15) pounds or under. In the event written approval as aforescribed is obtained by the Unit Owner, then and in such event the Unit Owner will be required to be sure that the animal is always kept under a leash when the pet is outside the Unit. In no event shall the animal be allowed to enter the recreational areas and/or to cause a nuisance or disturbance of any kind or nature. The Board of Directors of the Association can withdraw the written approval referred to above at any time in its sole discretion should the small animal become a nuisance or the Owner does not abide by the rules and regulations established by the Board of Directors of the Association pertaining to pets.

(f) Alterations and repairs of the Buildings are the responsibilities of the Unit Owners. No exterior painting of doors or Buildings, or additions, such as screen doors, lighting fixtures, or any other item whatsoever, and no alteration may be made of any interior boundary wall without first obtaining written approval of the Architectural Control Committee. No reflecting device or materials may be used in any of the aforementioned areas.

(g) No Owner or occupant may make or permit any disturbing noises in the Building or on the Condominium Property, whether made by himself, his family, friends, guests or servants, nor may he do or permit to be done anything by such persons that would interfere with the rights, comforts, or other conveniences of other Owners and occupants. No person may play or suffer to

be played any musical instrument, phonograph, radio or television set in his Unit or on or about the Condominium Property, if the same shall in any manner disturb or annoy the other Unit Owners or occupants of the Condominium.

(h) Each Owner may identify his Unit by a name plate of a type and size approved by the Association and mounted in a place and manner so approved.

(i) No signs, advertising, or notices of any kind or type whatsoever, including, but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on any Unit, nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any Unit, without the prior written approval of the Architectural Control Committee.

(j) All official notices of the Association or of a management corporation, if utilized, shall bear the signature of the President and the official seal of the said Association and/or the management corporation.

(k) All damage to the Condominium Project caused by the moving and/or carrying of articles therein, shall be paid by the Unit owner or person in charge of such articles.

(l) Soliciting is strictly forbidden. It is requested that Owners notify the Association if a solicitor appears and appropriate action will be taken.

(m) These rules and regulations are subject to modification by the Association in accordance with the By-laws as set forth in Exhibit F of the Declaration.

(n) No Owner or occupant of a Unit shall permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit, the Limited Common Elements or the Common Elements, or which will obstruct the rights or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall an Owner commit or permit any nuisances, immoral or illegal act in his Unit or Limited Common Elements or on the Common Elements.

(o) Each Unit Owner or occupant shall conform to and abide by the By-laws and uniform rules and regulations in regard to the use of the Unit, Limited Common Elements and Common Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using Owner's property by, through, or under him do likewise.

(p) Each Unit Owner or occupant shall allow the Board of Directors or the agents and employees of the Association to enter any Unit and the improvements thereon for the purpose of maintenance, inspection, repair, and/or replacement of the improvements within the Units or the Limited Common Elements and Common Elements, or to determine compliance with these restrictions, reservations, covenants, conditions and easements and the By-laws of the Association.

(q) Unit Owners or occupants shall make no repairs to any plumbing or electrical wiring within a Unit except by a plumber or electrician licensed in Pinellas County, Florida.

(r) No tents and no temporary or accessory building or structure shall be erected without the prior written consent of the Architectural Control Committee.

(s) All garbage or trash containers shall be located within the garage or closed area in such a manner as to be out of view of the street and neighboring and adjacent Units.

(t) No television or other outdoor antenna system or facility shall be erected or maintained on any Unit to which cable television service is then currently available except with the specific written consent of the Architectural Control Committee.

(u) All alterations, modifications and improvements of the Units and improvements constructed thereon shall be made only after prior written approval of the Architectural Control Committee as set forth more fully in Paragraph 26 of this Declaration.

THERE ARE NO RESTRICTIONS ON CHILDREN RESIDING IN THE CONDOMINIUM.

The Association has the right to establish additional rules and regulations governing the conduct of all residents and also the use of the Units and Common Elements so long as such additional rules and regulations are not inconsistent with the terms and conditions of this Declaration and Exhibits hereto.

26. APPROVAL OF MODIFICATION TO UNITS AND COMMON ELEMENTS

(a) No building, outside lighting, fence, hedge, wall, walk, or other structure or planting shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of such structure or work to be done shall have been submitted in duplicate to and approved in writing by the Architectural Control Committee and a copy thereof, as finally approved, lodged permanently with the Association. The Architectural Control Committee shall be composed of three (3) persons, appointed by the Board of Directors in its sole discretion, who shall not be required to be members of the Association until the Developer no longer owns Units for sale in the ordinary course of business.

(b) The Architectural Control Committee shall have the right to refuse to approve any plans and specifications or grading plans which are not suitable or desirable in its sole discretion, for aesthetic or any other reasons, such consent not to be unreasonably withheld; and in so passing upon such plans, specifications and grading plans, shall have the right to take into consideration the suitability of the proposed building or other structure and the materials of which it is to be built on the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property.

(c) Should the Architectural Control Committee fail to approve or disapprove any plans and specifications submitted to it by the Owner of any Unit within thirty (30) days after written request therefor, then such approval by the Architectural Control Committee shall not be required; provided, however, that no modification, improvement or alteration shall be erected or shall be allowed to remain on any land described herein which violates any of the covenants or restrictions contained in this Declaration.

(d) The Architectural Control Committee shall in all cases have the right to determine and designate the building lines necessary to conform to the general plan of the Condominium Project, and the Architectural Control Committee's judgment and determination shall be final and binding. Provided, however,



nothing herein shall be deemed to permit any changes in the location of lot lines or lot sizes or shapes which are not in compliance with an approved site plan for the Project.

(e) All areas disturbed by construction and not under permanent structure must be improved and landscaped in accordance with a landscaping plan approved by the Architectural Control Committee, which approval shall not be unreasonably withheld.

(f) Unless specifically excepted by Architectural Control Committee, all improvements for which an approval of the Architectural Control Committee is required under this Declaration shall be completed within six (6) months from the date of commencement of said improvements.

27. DEVELOPER'S RIGHTS DURING DEVELOPMENT PERIOD:

During such time as the Developer, its successors or assigns is in the process of construction or sale of Condominium Units on the lands described in Exhibit "A" hereto, the Developer, its successors or assigns expressly reserve the following rights:

(a) The right to prohibit access to any portion of the Common Elements of the Condominium Project or uncompleted Buildings to any of the occupants of the Condominium, while such Common Elements or uncompleted Buildings are under construction and development, and to utilize various portions of the Common Elements or the Buildings in connection with such construction and development. No Unit Owner or his guests, or invitees shall in any way interfere or hamper the Developer, its employees, contractors, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, owns any Units within the Buildings and is carrying on any business in connection therewith, including the selling, renting or leasing of such Units, the Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Units by the Developer, its successors or agents.

(b) An easement for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, center cores and other portions of the Common Elements as may be from time to time necessary and intended for such purpose of going from one portion of the Condominium Property to another, including but not limited to, all recreational facilities, and where necessary, for the proceeding from one portion of the Condominium Property to the other; and for vehicular traffic as may be necessary for the Developer, its guests, assigns and invitees for the purpose of crossing over various portions of the Condominium Project to obtain ingress and egress to the Condominium Project. Provided, however, that nothing contained herein shall be construed to allow any person or entity to enter upon the Condominium Project unless it is upon an area specifically designated for such traffic and necessary for such ingress and egress as described above and under no circumstances shall such traffic be allowed through or over any Unit not owned by the Developer its successors or assigns, or any limited Common Element appurtenant thereto.

(c) Right of first refusal, notwithstanding the provisions of Paragraph 23 herein, if, during the time the Developer, its successors or assigns is in the process of construction or sale of Units, a Unit Owner receives a bona fide offer acceptable to such Unit Owner, to purchase his Unit or if a Unit Owner makes a bona fide offer to sell his Unit to a purchaser, the Unit Owner shall give the Developer written notice of such offer setting forth the name and address of the purchaser

and the price and terms of the offer. Developer shall thereupon have the prior option to purchase the Unit covered by such offer at the price and on the terms of such offer within thirty (30) days after the Developer's receipt of the Owner's notice of such offer, and upon such notice of acceptance being given by the Developer to the Unit Owner in accordance with the terms of the bona fide offer upon which the first refusal option has been exercised.

#### 28. TERMINATION:

The Condominium may be terminated in the following manner:

(a) The termination of the Condominium may be effected by unanimous agreement of the Unit Owners and mortgagees holding mortgages on said Units, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the Public Records of Pinellas County, Florida.

(b) Upon termination of the Condominium, the Condominium Property shall be owned in common by all the Unit Owners in the same undivided shares as each Unit Owner had in the Common Elements pursuant to the provisions of this Declaration. All liens shall be transferred to the undivided share in the Condominium Property attributable to the Unit originally encumbered by the lien in its same priority.

#### 29. COVENANTS:

All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every Unit Owner and claimant of the land or any part thereof or interest therein, and his heirs, executors, administrators, personal representatives, successors and assigns shall be bound by all the provisions of this Declaration.

#### 30. INVALIDATION AND OPERATION:

Invalidation of any portion of this Declaration or of any provision contained in a conveyance of a Unit, whether by judgment or court order or law, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

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

#### 31. INTERPRETATION:

Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to-wit: Chapter 718, Florida Statutes, as of the date hereof.

32. MANAGEMENT AND MAINTENANCE AGREEMENT:

Simultaneously with the execution of the Declaration and the adoption of the By-Laws, the Association, by and through its original Board of Directors and Officers, has entered into a Management Agreement with GREENLEAF PROPERTY SERVICES, INC. Amendment or revision of such Management Agreement shall not require the procedure for an amendment or change to the Declaration or to the By-Laws and may be accomplished by expression thereof executed by the Board of Directors of the Association and the Manager with the formality required for deed and duly filed among the Public Records of Pinellas County, Florida. Each Unit Owner, his heirs, successors and assigns, shall be bound by said Management Agreement to the same extent and effect as if he had executed said Management Agreement for the purposes herein expressed, including but not limited to:

(a) Adopting, ratifying, confirming and consenting to the execution of said Management Agreement by the Association;

(b) Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners in the cases provided therefore in said Management Agreement;

(c) Ratifying, confirming and approving each and every provision of said Management Agreement and acknowledging that all of the terms and provisions thereof are reasonable; and

(d) Agreeing that the persons acting as directors and officers of the Association entering into such Agreement have not breached any of their duties or obligations to the Association.

33. CONSENT BY MORTGAGEES:

The approval of fifty-one percent (51%) of the institutional mortgagees holding mortgages of record on Units in the Condominium shall be required to add to or amend any material provisions of this Declaration or the Articles of Incorporation or the Bylaws of the Association which establish, provide for, govern or regulate any of the following:

(a) voting;

(b) assessments, assessment liens or subordination of such liens;

(c) insurance or fidelity bonds;

(d) reserves for maintenance, repair, and replacement of the Common Elements or Common Areas, if applicable;

(e) rights to use of the Common Elements or Common Areas, if any;

(f) responsibility for maintenance and repair;

(g) expansion or contraction of the Condominium Project or the addition, annexation or withdrawal of property to or from the Project, subject, however, to the provisions of this Declaration granting the Developer the right to amend this instrument to add specified phases;

(h) boundaries of any Unit, which is security for a mortgage of record;

(i) interests in the Common Elements or Limited Common Elements;

(j) conversion of Common Elements or Limited Common Elements into Units or of Units into Limited Common Elements or Common Elements;

(k) leasing of Units;

(l) any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit;

(m) any provisions which are for the express benefit of the institutional mortgagees or insurers or guarantors of recorded first mortgages on individual Units.

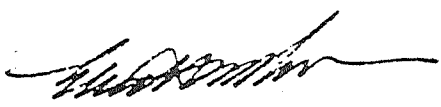
An addition or amendment shall not be considered material if it is for the purpose of correcting technical or scrivener's errors, or for clarification only. An institutional mortgagee who receives a written request from the Association to approve material additions or amendments to the above items who does not deliver or post a negative response to the Association within thirty (30) days shall be deemed to have approved such addition or amendment.

IN WITNESS WHEREOF, DEVELOPER has caused these presents to be signed in its name by its proper officers thereunto duly authorized and its corporate seal affixed, the day and year first above written.

Signed, Sealed and Delivered in the Presence Of:

LEVITT HOMES INCORPORATED

Dois A. Martin  
Kathleen Pryde

By:   
ELLIOTT M. WIENER President

Attest:   
ALFRED G. WEST Secretary

(CORPORATE SEAL)

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, CLOVERPLACE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit membership corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of this DECLARATION and all exhibits hereto.

IN WITNESS WHEREOF, said non-profit corporation has caused these presents to be signed in its name by its proper

officers thereunto duly authorized and its corporate seal affixed, the day and year first above written.

Signed, Sealed and Delivered in the Presence Of:

Doris A. Martin

Kathleen Greco

(CORPORATE SEAL)

CLOVERPLACE CONDOMINIUM ASSOCIATION, INC.

By: [Signature]  
ALFRED G. WEST President

Attest: [Signature]  
DOROTHEA GRECO Secretary

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this 22nd day of December, 19 83, before me personally appeared ELLIOTT M. WIENER and ALFRED G. WEST, President and Secretary, respectively of LEVITT HOMES INCORPORATED, to me known to be the persons described in and who executed the foregoing DECLARATION OF CONDOMINIUM OWNERSHIP OF CLOVERPLACE, A CONDOMINIUM, and acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal at said corporation; and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Palm Beach County, State of Florida, the day and year last aforesaid.

[Signature]  
Notary Public  
My Commission Expires:

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JULY 11 1987  
BONDED THRU GENERAL INSURANCE UND

I HEREBY CERTIFY that on this 22nd day of December, 19 83, before me personally appeared ALFRED G. WEST and DOROTHEA GRECO, President and Secretary of CLOVERPLACE CONDOMINIUM ASSOCIATION, INC., a corporation not-for-profit under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing DECLARATION OF CONDOMINIUM OWNERSHIP OF CLOVERPLACE, A CONDOMINIUM, and acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Palm Beach County, State of Florida, the day and year last aforesaid.

[Signature]  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JULY 11 1987  
BONDED THRU GENERAL INSURANCE UND

LEGAL DESCRIPTION OF ENTIRE TRACT

Commence at the southwest corner of the N.W. 1/4 of Section 8, Township 28 South, Range 16 East, Pinellas County, Florida and go N.01°-15'-40"W., 1339.96 feet, along the west boundary of said N.W. 1/4 to a point on the centerline of State Road No. 584; thence N. 89°-13'-04"E., 2525.72 feet, along said centerline; thence N.00°-46'-56"W., 50.00 feet, to a point on the north right-of-way line of State Road No. 584; thence N.00°-46'-56"W., 380.00 feet, for the Point of Beginning; thence N.00°-46'-56"W., 539.22 feet; thence along a curve to the left that has a Radius of 474.61 feet, an Arc length of 394.51 feet, a Chord length of 383.25 feet, a Chord Bearing of N.24°-35'-43"W., to a point on the north boundary of Section 8, Township 28 South, Range 16 East; thence S.89°-24'-06"W., 1713.16 feet, along the north boundary of said Section 8; thence S.01°-10'-38"E., along the west boundary of the east 1/2 of the N.W. 1/4 of the N.W. 1/4, 978.32 feet, thence N. 88°-49'-22"E., 276.49 feet; thence S.55°-11'-36"E., 66.26 feet; thence along the arc of a curve to the left that has a radius of 172.50 feet, an arc length of 107.14 feet, a chord length of 105.43 feet, a chord bearing of S.17°-00'-43"W., to a point of compound curvature; thence along the arc of a curve to the left that has a radius of 100.00 feet, an arc length of 44.01 feet, a chord length of 43.66 feet, a chord bearing of S.13°-23'-27"E., to a point of reverse curvature; thence along the arc of a curve to the right that has a radius of 78.38 feet; an arc length of 34.50 feet, a chord length of 34.22 feet, a chord bearing of S.13°-23'-27"E., to a point of tangency; thence S.00°-46'-56"E., 84.00 feet, to a point on the aforementioned north right-of-way line of State Road No. 584; thence N.89°-13'-04"E., along said north right-of-way line, 536.29 feet; thence N.00°-46'-56"W., 350.00 feet; thence N.89°-13'-04"E., 580.00 feet; thence N.34°-14'-13"E., 36.63 feet; thence N.89°-13'-04"E., 408.69 feet, to the Point of Beginning. Containing 43.537 acres, more or less.

CLOVERPLACE, A CONDOMINIUM

PHASE LEGAL DESCRIPTIONS

LEGAL DESCRIPTION (OVERALL TRACT)

Commence at the southwest corner of the N.W.¼ of Section 8, Township 28 South, Range 16 East, Pinellas County, Florida and go N.01°-15'-40"W., 1339.96 feet, along the west boundary of said N.W.¼ to a point on the centerline of State Road No. 584; thence N.89°-13'-04"E., 2525.72 feet, along said centerline; thence N.00°-46'-56"W., 50.00 feet, to a point on the north right-of-way line of State Road No. 584; thence N.00°-46'-56"W., 380.00 feet, for the Point of Beginning; thence N.00°-46'-56"W., 539.22 feet; thence along a curve to the left that has a Radius of 474.61 feet, an Arc length of 394.51 feet, a Chord length of 383.25 feet, a Chord Bearing of N.24°-35'-43"W., to a point on the north boundary of Section 8, Township 28 South, Range 16 East; thence S.89°-24'-06"W., 1713.16 feet, along the north boundary of said Section 8; thence S.01°-10'-38"E., along the west boundary of the east ½ of the N.W.¼ of the N.W.¼, 978.32 feet, thence N.88°-49'-22"E., 276.49 feet; thence S.55°-11'-36"E., 66.26 feet; thence along the arc of a curve to the left that has a radius of 172.50 feet, an arc length of 107.14 feet, a chord length of 105.43 feet, a chord bearing of S.17°-00'-43"W., to a point of compound curvature; thence along the arc of a curve to the left that has a radius of 100.00 feet, an arc length of 44.01 feet, a chord length of 43.66 feet, a chord bearing of S.13°-23'-27"E., to a point of reverse curvature; thence along the arc of a curve to the right that has a radius of 78.38 feet; an arc length of 34.50 feet, a chord length of 34.22 feet, a chord bearing of S.13°-23'-27"E., to a point of tangency; thence S.00°-46'-56"E., 84.00 feet, to a point on the aforementioned north right-of-way line of State Road No. 584; thence N.89°-13'-04"E., along said north right-of-way line, 536.29 feet; thence N.00°-46'-56"W., 350.00 feet; thence N.89°-13'-04"E., 580.00 feet; thence N.34°-14'-13"E., 36.63 feet; thence N.89°-13'-04"E., 408.69 feet, to the Point of Beginning. Containing 43.537 acres, more or less.

ALL LANDS TO BE INCLUDED IN PHASE I OF CLOVERPLACE, A CONDOMINIUM:

A tract of land lying and being situated in Section 8, Township 28 South, Range 16 East, Pinellas County, Florida and located within the overall tract of CLOVERPLACE, A CONDOMINIUM legally described above, the meets and bounds description of which will be more particularly described and incorporated in the Declaration of Condominium Ownership and the Plat of Phase I of CLOVERPLACE, A CONDOMINIUM at the time the declaration and plat have been fully executed, witnessed, acknowledged and placed of record in the Public Records of Pinellas County, Florida.

ALL LANDS TO BE INCLUDED IN PHASE II OF CLOVERPLACE, A CONDOMINIUM:

A tract of land lying and being situated in Section 8, Township 28 South, Range 16 East, Pinellas County, Florida and located within the overall tract of CLOVERPLACE, A CONDOMINIUM legally described above, the meets and bounds description of which will be more particularly described and incorporated in the Amendment to the Declaration submitting Phase II to the Condominium Ownership and the Plat of Phase II of CLOVERPLACE, A CONDOMINIUM at the time the Amendment to the Declaration and Plat have been fully executed, witnessed, acknowledged and placed of record in the Public Records of Pinellas County, Florida.

ALL LANDS TO BE INCLUDED IN PHASE III OF CLOVERPLACE, A CONDOMINIUM:

A tract of land lying and being situated in Section 8, Township 28 South, Range 16 East, Pinellas County, Florida and located within the overall tract of CLOVERPLACE, A CONDOMINIUM legally described above, the meets and bounds description of which will be more particularly described and incorporated in the Amendment to the Declaration submitting Phase III to the Condominium Ownership and the Plat of Phase III of CLOVERPLACE, A CONDOMINIUM at the time the Amendment to the Declaration and Plat have been fully executed, witnessed, acknowledged and placed of record in the Public Records of Pinellas County, Florida.

CLOVERPLACE, A CONDOMINIUM

PINELLAS COUNTY

FLORIDA

PHASE LEGAL DESCRIPTIONS

EXHIBIT "B"  
TO DECLARATION

LLOVERAS, BAUR AND STEVENS ENGINEERS - SURVEYORS COUNTRY VILLA PLAZA 3210 US HWY 19 NORTH CLEARWATER FLORIDA, 33575 PHONE 784-3966		
DATE: _____ DRAWN BY: RZ CHECKED BY: <i>[Signature]</i> APPROVED BY: <i>[Signature]</i> DATE: MAY 5, 1983		Job no. 15163



ALL LANDS TO BE INCLUDED IN PHASE IV OF CLOVERPLACE, A CONDOMINIUM:

A tract of land lying and being situated in Section 8, Township 28 South, Range 16 East, Pinellas County, Florida and located within the overall tract of CLOVERPLACE, A CONDOMINIUM legally described above, the meets and bounds description of which will be more particularly described and incorporated in the Amendment to the Declaration submitting Phase IV to the Condominium Ownership and the Plat of Phase IV of CLOVERPLACE, A CONDOMINIUM at the time the Amendment to the Declaration and Plat have been fully executed, witnessed, acknowledged and placed of record in the Public Records of Pinellas County, Florida.

ALL LANDS TO BE INCLUDED IN PHASE V OF CLOVERPLACE, A CONDOMINIUM:

A tract of land lying and being situated in Section 8, Township 28 South, Range 16 East, Pinellas County, Florida and located within the overall tract of CLOVERPLACE, A CONDOMINIUM legally described above, the meets and bounds description of which will be more particularly described and incorporated in the Amendment to the Declaration submitting Phase V to the Condominium Ownership and the Plat of Phase V of CLOVERPLACE, A CONDOMINIUM at the time the Amendment to the Declaration and Plat have been fully executed, witnessed, acknowledged and placed of record in the Public Records of Pinellas County, Florida.

CLOVERPLACE, A CONDOMINIUM

PINELLAS COUNTY

FLORIDA

PHASE LEGAL DESCRIPTIONS

LLOVERAS, BAUR AND STEVENS ENGINEERS - SURVEYORS COUNTRY VELA PLAZA 3710 US HWY 19 NORTH CLEARWATER FLORIDA, 335 PHONE 724 3522		
DATE: _____ DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____ DATE: MAY 5, 1983	PROJECT NO. F12 SHEET NO. 176 DATE: MAY 5, 1983	JOB NO. 1516

## EXHIBIT B

### DESCRIPTION:

Commence at the southwest corner of the N.W. 1/4 of the N.W. 1/4 of Section 8, Township 28 South, Range 16 East, Pinellas County, Florida and go N. 01°-15'-40" W., 6.21 feet, along the west boundary of the N.W. 1/4 of the N.W. 1/4 of said Section 8, to a point on the centerline of State Road No. 584; thence N. 89°-13'-04" E., 1516.01 feet, along said centerline; thence N. 00°-46'-56" W., 50.00 feet, to a point on the north right-of-way line of State Road No. 584, for a Point of Beginning; thence N. 00°-46'-56" W., 350.00 feet; thence N. 89°-13'-04" E., 580.00 feet; thence N. 34°-14'-13" E., 36.63 feet; thence N. 89°-13'-04" E., 408.69 feet, to a point on the west right-of-way line of Lake St. George Drive; thence S. 00°-46'-56" E., 95.00 feet, along said west right-of-way line; thence, leaving said west right-of-way line, S. 62°-18'-36" W., 166.00 feet; thence S. 45°-10'-19" W., 82.77 feet; thence along a curve to the right that has a Radius of 157.00 feet, an Arc length of 67.71 feet, a Chord length of 67.19 feet, a Chord Bearing of S. 14°-00'-15" W.; thence S. 26°-21'-34" W., 30.00 feet; thence along a curve to the left that has a Radius of 133.00 feet, an Arc length of 63.00 feet, a Chord length of 62.42 feet, a Chord Bearing of S. 12°-47'-19" W., to a point on the north right-of-way line of State Road No. 584; thence S. 89°-13'-04" W., 756.71 feet, along said north right-of-way line, to the Point of Beginning. Containing 7.233 acres, more or less.

**A PART OF SECTION 8, TOWNSHIP 28 SOUTH, RANGE 16 EAST,  
PINELLAS COUNTY, FLORIDA.**

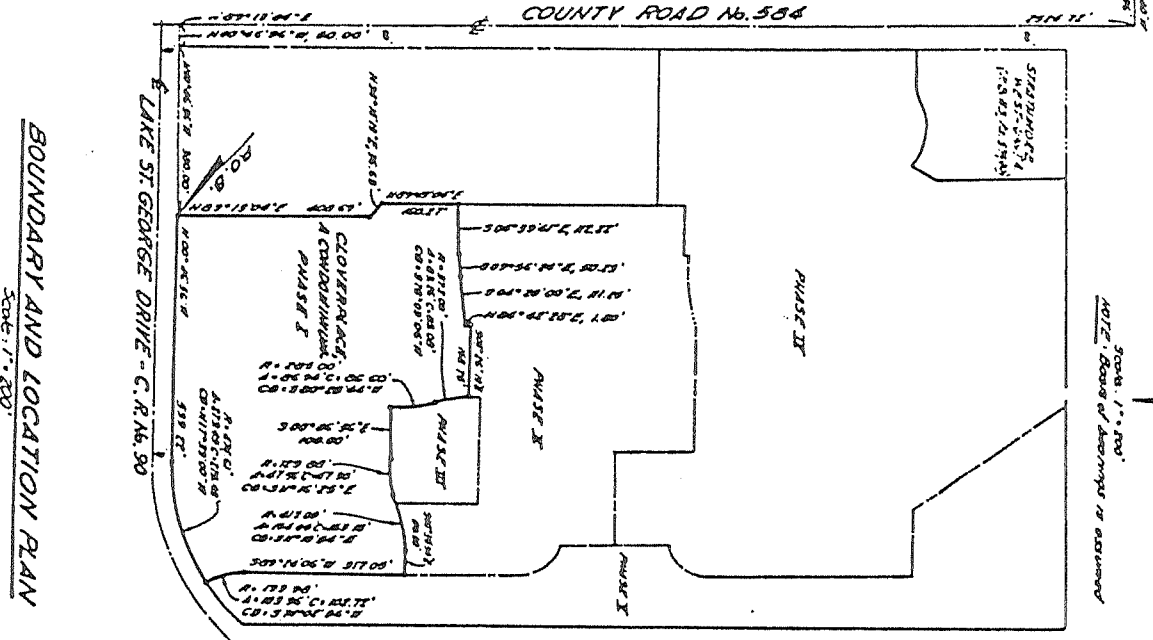
**DESCRIPTION:**

Commence at the southwest corner of the NW 1/4 of Section 8, Township 28 South, Range 16 East, Pinellas County, Florida and go N 42° 15' 40" W, 1339.96 feet, along the west boundary of said NW 1/4 to a point on the centerline of County Road No. 584. Thence N 89° 13' 04" E, 525.72 feet, along said centerline; thence N 07° 46' 56" W, 50.00 feet, to a point on the north right-of-way line of County Road No. 584; thence N 00° 46' 56" W, 539.22 feet; thence along a curve to the Point of Beginning, thence N 00° 46' 56" W, 539.22 feet; thence along a curve to the left that has a radius of 474.61 feet, an arc length of 279.49 feet, a chord length of 173.49 feet, a chord bearing of N 17° 39' 00" W, thence along a curve to the right that has a radius of 193.98 feet, an arc length of 102.72 feet, a chord bearing of S 73° 02' 56" W, thence S 89° 24' 06" W, 317.09 feet, thence S 00° 55' 42" E, 50.00 feet, thence along a curve to the left that has a radius of 411.00 feet, an arc length of 54.05 feet, a chord bearing of S 11° 10' 54" E, thence along a curve to the right that has a radius of 129.88 feet, an arc length of 47.35 feet, a chord length of 47.30 feet, a chord bearing of S 11° 16' 25" E, thence S 00° 46' 56" W, 100.00 feet; thence along a curve to the left that has a radius of 203.00 feet, an arc length of 66.94 feet, a chord bearing of S 01° 18' 44" W, thence along a curve to the right that has a radius of 372.00 feet, an arc length of 83.26 feet, a chord length of 83.09 feet, a chord bearing of S 1° 09' 06" W, thence S 05° 15' 19" E, 281.75 feet; thence N 84° 42' 48" E, 160.00 feet, thence S 04° 20' 00" E, 111.85 feet; thence S 09° 56' 27" E, 202.9 feet; thence S 04° 49' 41" E, 112.22 feet; thence N 09° 19' 04" E, 150.27 feet; thence N 34° 14' 19" E, 96.69 feet; thence N 69° 13' 04" E, 408.69 feet, to the Point of Beginning, containing 9,806 acres, more or less.

**SURVEYOR'S CERTIFICATE:**

I HEREBY certify that on this 21<sup>st</sup> day of December, 1983, the property described herein was surveyed and staked and that the dimensions and bearings are correct. I HEREBY certify that the construction of the improvements is substantially complete so that the metes and bounds of the subdivision are substantially complete. This property, as an accurate representation of the location and dimensions of the improvements, that the identification, location and dimensions of the common elements and of each unit can be determined from these metes and bounds; and that all planned improvements, including but not limited to, utility services, access to the units, and common external facilities serving the buildings constructed upon the units, have been substantially completed.

*[Signature]*  
S. Boyd Labrecque  
Registered Land Surveyor No. 12647  
FLORIDA SURVEYORS ASSOCIATION



**BOUNDARY AND LOCATION PLAN**  
Scale: 1" = 200'

Prepared by  
**LOEBERS, BAUER, STEVENS**  
CONSULTING ENGINEERS - SURVEYORS  
COUNTY PALM BEACH AND US-101 ROAD  
WEST PALM BEACH, FLORIDA 33411-2000

Computed by: R.R. GORDON  
Checked by: R.R. GORDON  
Approved by: R.R. GORDON

SHEET 105 3

EXHIBIT "C"  
TO DECLARATION

CLOVERPLACE, A CONDOMINIUM  
MANAGEMENT AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of December, 1983, by and between GREENLEAF PROPERTY SERVICES, INC., a Florida Corporation, hereinafter referred to as the "MANAGEMENT COMPANY" or "MANAGER", and CLOVERPLACE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit condominium association, hereinafter referred to as the "ASSOCIATION".

W I T N E S S E T H :

WHEREAS, the ASSOCIATION contemplates the operation of condominium units in Pinellas County, Florida, known as CLOVERPLACE, A CONDOMINIUM, which will consist of approximately one hundred twenty (120) buildings containing two hundred forty (240) condominium units upon completion of Phases I through VI.

WHEREAS, the MANAGEMENT COMPANY is in the business of providing management and supervision for the operation, conduct and management of condominium buildings; and

WHEREAS, the ASSOCIATION is desirous of entering into a Management Agreement providing for the management of the aforementioned condominium project.

NOW, THEREFORE, in consideration of the sum of Ten and no/100 (\$10.00) Dollars, each to the other in hand paid, the receipt whereof is hereby acknowledged, the covenants to be kept and performed by each of the parties hereto, it is mutually agreed as follows, to-wit:

1. The foregoing recitals are true and correct;
2. The MANAGEMENT COMPANY agrees that it will supervise all of the work, labor, services, and materials required in and for the ASSOCIATION, as well as the common areas of such residential buildings, and as illustrative of such supervisory services, but without limitation thereof, will:
  - A. Order and supervise the furnishing of all work, labor, services and materials which are required in connection with the operation, management and maintenance of the said condominium project; and
  - B. Review all obligations of the ASSOCIATION and pay same as and when the obligations respectively mature and become due, including without limitation, (1) insurance premiums on the buildings, (2) utilities, (3) repair to all common areas, (4) to prepare monthly, quarterly, and yearly statements, (5) to prepare budgets for the expenditures to be reviewed and approved by the ASSOCIATION.
  - C. Notwithstanding anything to the contrary herein, the ASSOCIATION and its officers and directors shall retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to, the making of the assessments, promulgation of rules and execution of contracts on behalf of the ASSOCIATION.
3. The MANAGEMENT COMPANY has the right to collect all regular and special assessments from the ASSOCIATION'S members, which shall include fees and the transfer fee provided for in Paragraph 23 of the DECLARATION OF CONDOMINIUM OWNERSHIP OF CLOVERPLACE, A CONDOMINIUM. The ASSOCIATION hereby authorizes the MANAGEMENT COMPANY to request, demand, collect, receive and

EXHIBIT "D"  
TO DECLARATION

receipt for any and all assessments and charges which may be due the ASSOCIATION and to take such action in the name of the ASSOCIATION by way of making, recording, satisfying, foreclosing the ASSOCIATION'S lien therefore, or by way of other legal process, or otherwise, as may be required for the collection of such assessments. As a standard practice, the MANAGEMENT COMPANY shall furnish the ASSOCIATION with an itemized list of all delinquent accounts immediately following the 20th day of each month.

A. All assessments, regular or special, made hereunder shall be assessed against each condominium parcel by the ASSOCIATION by and through the MANAGER, as provided for in Paragraphs 11 and 12 of the DECLARATION OF CONDOMINIUM OF CLOVERPLACE, A CONDOMINIUM, as recorded among the public records of Pinellas County, Florida.

B. The annual assessments provided for herein shall commence as to all units on the first day of the month following the conveyance of the first condominium unit of CLOVERPLACE, A CONDOMINIUM. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year in which the said conveyance occurs. Thereafter, the Board of Directors shall fix the amounts of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period and written notice of the annual assessment thereof shall be sent to every Owner subject thereto. Due dates shall be established by the Board of Directors. The assessments, upon proper vote of the membership of the ASSOCIATION at a meeting duly called for the purpose of discussion and decision of same, may be collected on a monthly basis. The ASSOCIATION shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the ASSOCIATION setting forth whether the assessments in a specified unit have been paid.

4. Budget. The ASSOCIATION shall assess its members annually (as set forth hereinabove) a sum sufficient to equal the annual budget adopted from year to year by the ASSOCIATION through its Board of Directors, and any manager or management company which may from time to time be employed by the ASSOCIATION to prepare such annual budget, and will instruct its members to commence with payments of their respective assessments to the ASSOCIATION simultaneously with the execution of this document; save and except, that for the first year thereof, the assessment for each member shall be set forth by the MANAGER as an estimate of the actual cost of the obligations of the ASSOCIATION as set forth herein for the operation and maintenance in accordance with the terms hereof for the first twelve (12) calendar months, to be determined from the date of execution of this Agreement, and each and every assessment shall be payable to the ASSOCIATION monthly, and in advance, in accordance with and subject to the terms, covenants, and conditions of the Declaration, the Articles and the By-Laws of the ASSOCIATION; subject to the following:

A. The sums to be set forth by the MANAGER for the first year as an estimate of the actual cost for the operation and maintenance shall be subject to readjustment as set forth hereinafter.

B. In the event that, on the basis of an analysis of a quarterly budget report by the Board of Directors or its authorized representative, of the sums required to meet the services set forth for maintenance hereinabove, and such additional items as requested or determined to be necessary by the ASSOCIATION and its members, as set forth in the Declaration, Articles, and By-Laws of the ASSOCIATION, and if said sums required are insufficient to meet payment of the obligations of

the ASSOCIATION or are assessed in a greater amount than is needed to meet the ASSOCIATION'S obligations, then the Board of Directors or its authorized representative shall readjust the total amount stated to be due from each member of the ASSOCIATION on a monthly basis, and such increase or decrease, as shall occur from time to time, shall be readjusted by the Board of Directors or its authorized representative, and assessed to the individual members of the ASSOCIATION; and

C. In the event that at the end of each budget year, the Board of Directors or its authorized representative has expended less than the total budget amount, taking into account the allowances made by the Board of Directors or its authorized representative for each quarterly adjustment, the Board of Directors shall continue to hold such sums for the use and benefit of the ASSOCIATION and such excess will be taken into consideration in connection with the preparation of the budget for the next, ensuing year.

5. The MANAGEMENT COMPANY will supervise the keeping and maintenance of all bookkeeping records with respect to its functions under this Agreement. Such records shall be available to the ASSOCIATION, its duly authorized agents and employees and all unit owners and their authorized representatives at all reasonable times for inspection and copying.

6. The MANAGEMENT COMPANY is hereby authorized to order all work, labor, services, and materials for the day-to-day operation, maintenance and repair of the condominium project.

7. A. The parties understand and agree that the MANAGEMENT COMPANY shall provide only executive supervisory services and that all labor, services and materials which are provided for in the condominium project will be at the expense of the ASSOCIATION, including, without limitation: utilities (water, electric, et cetera), legal, auditing, and accounting services; insurance premiums; salaries for management and secretarial services; reserve for repair and replacement; maintenance of common elements; exterminating in the common elements; sewage maintenance; lawn materials; equipment and supplies; and janitorial materials.

B. At the beginning of the ASSOCIATION'S fiscal year, each year, the ASSOCIATION shall direct the MANAGEMENT COMPANY and/or MANAGER, in writing, as to:

(1) the specific services, obligations, and/or responsibilities to be performed by the MANAGEMENT COMPANY or MANAGER;

(2) the specific sum of money allocated and budgeted for each such service, obligation, and/or responsibility to be performed by the MANAGEMENT COMPANY and/or MANAGER; and

(3) the time schedule on which each specific service, obligation, and/or responsibility is to be performed and the frequency with which same is to be performed by the MANAGEMENT COMPANY and/or MANAGER.

C. In the event the MANAGEMENT COMPANY and/or MANAGER fails to provide the service, obligation, and/or responsibility to be performed by the MANAGEMENT COMPANY or MANAGER, or in the event the MANAGEMENT COMPANY and/or MANAGER fails to provide said service, obligation, and/or responsibility at the times set forth under Paragraph 7B(3) above, then the ASSOCIATION shall be authorized to procure such service, obligation and/or responsibility so required, from another party or parties and to collect any fees or charges paid for such

service, obligation, and/or responsibility so procured from the MANAGEMENT COMPANY and/or MANAGER, provided, however, that said fees have theretofore been paid to the MANAGEMENT COMPANY and/or MANAGER for said service, obligation, and/or responsibility which was not performed in accordance with the schedule adopted by the ASSOCIATION.

D. At the beginning of the ASSOCIATION'S fiscal year, each year, the ASSOCIATION shall also be responsible for directing the MANAGEMENT COMPANY and/or MANAGER as to the minimum number of personnel which are to be employed by the MANAGEMENT COMPANY and/or MANAGER. Notwithstanding the foregoing, the MANAGEMENT COMPANY shall, at all times, employ a minimum of at least one person for the purpose of providing service to the ASSOCIATION.

8. This Agreement does not contemplate nor is the MANAGER responsible for or required to perform the upkeep and repair of the condominium units or limited common elements, the responsibility for which, under its Declaration, is that of a unit owner. However, the MANAGER may, in its absolute discretion, perform such maintenance and repair services of a unit or limited common elements as are required by a unit owner as an accommodation to the ASSOCIATION or to such unit owner and charge such unit owner, who shall have requested said service of the MANAGER, a reasonable charge therefor.

9. The term of this Agreement shall be for the period of twelve (12) months commencing as of the date hereof, and may be renewed for an additional twelve (12) month period upon written notice to the Association thirty (30) days prior to the end of the then current term. In the event no renewal notice is given as provided, the Agreement shall be deemed to continue on a month to month basis. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

10. The MANAGEMENT COMPANY agrees to employ sufficient competent, adult workmen in connection with its duties hereunder. It is understood between the parties that the MANAGEMENT COMPANY has the sole and exclusive right to hire and discharge any of the workmen at its discretion and is to have full charge, control and supervision of all workmen.

11. The MANAGEMENT COMPANY covenants and agrees to procure and keep in force public liability and workmen's compensation insurance in adequate amounts to protect the MANAGEMENT COMPANY and ASSOCIATION completely from any claim or damage to persons or property or for an injury to any employee incurred while any workmen are performing any duties under the terms of this Agreement. Any cost or expense in connection with the foregoing shall be borne by the ASSOCIATION.

12. The MANAGEMENT COMPANY shall not, under any circumstances be liable under or by reason of this Agreement, directly or indirectly for any accident, injury, breakage or damage to any machinery or appliance not attributable to the action or inaction of the MANAGEMENT COMPANY or of any of its employees, agents, or servants; nor shall it be held responsible or liable for any loss, damage, detention or delay in furnishing services or materials or failure to perform duties as hereinabove provided when such is caused by fire, flood, strikes, acts of civil or military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond its control.

13. By way of clarification for the understanding of the parties hereto, it is understood between the parties hereto that the MANAGEMENT COMPANY shall have no direct or indirect expenses of any kind or nature whatsoever, and its sole function is strictly of a managerial nature.



14. The ASSOCIATION agrees to pay to the MANAGEMENT COMPANY as and for its managerial undertakings as expressed herein, the full amount of all sums disbursed or incurred by the MANAGEMENT COMPANY in the performance of this Agreement, plus the sum of Six and no/100 (\$6.00) Dollars per month for each condominium unit built for which a certificate of occupancy has been issued. The MANAGEMENT COMPANY shall submit to the ASSOCIATION an estimate of proposed disbursements for each monthly period, and the ASSOCIATION shall disburse on the first of each month, in advance, a sum to cover the monthly expenses, and the MANAGEMENT COMPANY shall, within ten (10) days after the monthly period, submit a complete and full statement of costs and expenses for the previous month and a reconciliation shall be made between the ASSOCIATION and the MANAGEMENT COMPANY within five (5) days after said statement is rendered.

15. Notwithstanding any other provisions in this Agreement, the ASSOCIATION shall retain final authority with regard to budgeting of ASSOCIATION funds and the amount of regular and special assessments collectable as common expenses of the ASSOCIATION.

16. The ASSOCIATION agrees that the services, maintenance and repairs that the MANAGER shall provide for the ASSOCIATION and that the ASSOCIATION hereby directs and authorizes the MANAGER to perform when requested in writing and subject to the other terms and conditions of this Agreement, shall include but not be limited to the following during the term of this Agreement:

A. Lawn and Shrubbery Care: The MANAGER shall be responsible for the care of the lawn and shrubbery on the common elements and shall see that the following services are rendered in connection therewith:

- (1) cutting, seeding and fertilizing the grass, as needed;
- (2) trimming and fertilizing, as needed;
- (3) irrigation of grass and shrubbery; and
- (4) spraying grass and shrubbery for any and all insects.
- (5) replacing the lawn and/or shrubbery which may be damaged by an act of God, which shall include, but not be limited to wind, flooding, hurricane, frost or freezing.

B. Lighting: The MANAGER shall provide service and maintain lighting for the common elements.

C. Care of Common Elements: MANAGER is hereby directed and agrees to keep the areas included in the common elements "broom swept" and neat and presentable in appearance at all times.

D. Parking Areas and Driveways: The ASSOCIATION hereby directs and authorizes the MANAGER to repair, replace and maintain as needed all parking areas and driveways within the common elements of CLOVERPLACE, A CONDOMINIUM, during the term of this Agreement.

17. Captions and Titles: The caption and titles contained in this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement.

18. Notices: Whenever under this Agreement a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to the ASSOCIATION is in writing addressed to the ASSOCIATION at its last known address and sent by certified mail with postage prepaid, and if such notice to the MANAGER is in writing, addressed to the last known postoffice address of the MANAGER and sent by certified mail with postage prepaid.

19. Construction: Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of the recreation fee, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of MANAGER and ASSOCIATION. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and the neuter gender, if such be appropriate.

20. Severability: The invalidity in whole or in part of any covenant, promise or undertaking or any section, subsection, sentence, clause, phrase or word or of any provision of this Agreement shall not affect the validity of the remaining portions thereof.

21. Ownership: LEVITT HOMES INCORPORATED, the developer of CLOVERPLACE, A CONDOMINIUM, and the MANAGEMENT COMPANY, are unrelated corporate entities.

This Agreement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

GREENLEAF PROPERTY SERVICES, INC.

J. Jean Baker  
Frank Garcia, Jr.

BY: [Signature] President  
ATTEST: [Signature] Secretary

(Corporate Seal)

CLOVERPLACE CONDOMINIUM ASSOCIATION, INC.

Doris A. Martin  
Kathleen Frey

BY: [Signature] ALFRED WEST, President  
ATTEST: [Signature] DOROTHEA GRECO Secretary

(Corporate Seal)

FACTORY

STATE OF FLORIDA )  
COUNTY OF ~~PALM BEACH~~ HILLSBOROUGH

I HEREBY CERTIFY that on this 22 day of December, 1983, before me personally appeared Thomas P. Lewis and Thomas P. Lewis, President and Secretary, of GREENLEAF PROPERTY SERVICES, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Management and Maintenance Agreement, and acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal at said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at <sup>Hillsborough</sup> ~~Pinellas~~ County, State of Florida, the day and year last aforesaid.

Debra J. [Signature]  
Notary Public  
My Commission Expires: 11-1-87

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

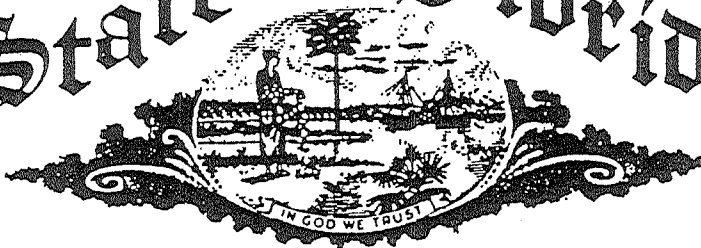
I HEREBY CERTIFY that on this 22nd day of December, 1983, before me personally appeared ALFRED WEST and DOROTHEA GRECO, President and Secretary, respectively, of CLOVERPLACE CONDOMINIUM ASSOCIATION, INC., a corporation not-for-profit under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Management and Maintenance Agreement, and acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Palm Beach County, State of Florida, the day and year last aforesaid.

Vicki Gretel  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JULY 11 1987  
BONDED THRU GENERAL INSURANCE UND

# State of Florida



Department of State

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

*The charter number for this corporation is 771247.*

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
15th day of November, 1983.



CER-101

George Firestone  
Secretary of State

EXHIBIT "E"  
TO DECLARATION

ARTICLES OF INCORPORATION

OF

CLOVERPLACE CONDOMINIUM ASSOCIATION, INC.

We, the undersigned, jointly and severally agree with each other to associate ourselves and our successors together as a corporation not-for-profit under the laws of the State of Florida, and do hereby subscribe, acknowledge, and file in the Office of the Secretary of State of the State of Florida, the following Articles of Incorporation:

I.

The name of this corporation shall be:

CLOVERPLACE CONDOMINIUM ASSOCIATION, INC.

II.

The purposes for which this corporation is organized shall be to buy, sell, lease or sublease, or to acquire, maintain, or operate as fee owner or as owner of a leasehold interest, or solely to maintain, or operate without any interest in real property, certain multi-unit residential buildings and the land upon which said buildings shall be situated in Pinellas County, State of Florida, as a condominium, which multi-unit residential condominium shall be known as:

CLOVERPLACE, A CONDOMINIUM

and the land on which said buildings shall be located being more particularly described in the Declaration of Condominium thereto; and to erect such additional buildings and structures on said real estate as the corporation may deem best, and to transact all business necessary and proper in connection with the operation of said property for the mutual benefit of its members; to operate said property for the sole use and benefit of its members, without attempting to make any profit or other gains for the corporation; and to perform any other act for the well-being of member residents, without partiality or undue inconvenience as between member residents; and to perform any other act in maintaining an atmosphere of congeniality and high standards of occupancy by and for its member residents; and to maintain a high standard of physical appearance of the buildings; to formulate By-Laws, rules and regulations, and to provide for the enforcement thereof. The corporation shall also have such other power and authority to do and perform every act and thing necessary and proper in the conduct of its business and for the accomplishment of its purposes as set forth herein and as permitted by Chapter 617, Florida Statutes, entitled "Corporations Not-For-Profit".

III.

LEVITT HOMES INCORPORATED, a Delaware Corporation, authorized to and doing business in the State of Florida, hereinafter referred to as the "Developer", shall make and shall declare a certain Declaration of Condominium, submitting the property described within the Declaration of Condominium to condominium ownership, from time to time, under the restrictions, reservations, covenants, conditions and easements as contained therein, which shall be applicable to said property and all interest therein, to-wit:

A. Phases I through V and related facilities thereto, descriptions of which are set forth more fully in the DECLARATION

EXHIBIT "B"  
TO DECLARATION

0. 2. 00.

OF CONDOMINIUM OWNERSHIP OF CLOVERPLACE, A CONDOMINIUM, as the same are submitted to condominium ownership from time to time.

B. All improvements erected or installed on said land, which shall include up to two hundred forty (240) Condominium Land Units on which shall be constructed one hundred twenty (120) residential buildings containing approximately two hundred forty (240) Condominium Home Units and related facilities.

IV.

A. Initially, such three (3) persons as the Developer may name shall be the members of the corporation who shall be the sole voting members of the corporation until such time as the unit owners other than the Developer own fifteen percent (15%) or more of the units that will be operated ultimately by the Association, at which time the unit owners other than the Developer shall then be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales by the Developer have been closed of not less than fifty percent (50%) of the units that will be operated ultimately by the Association, or three (3) months after sales have been closed by the Developer of not less than ninety percent (90%) of the units that will be operated ultimately by the Association, or when all of the units that will be operated ultimately by the Association have been completed and some of them 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 be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the condominium units operated by the Association.

B. Within sixty (60) days after the unit owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call, and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the unit owners for this purpose. Such meeting may be called and the notice given by any unit owner if the Association fails to do so.

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

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

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

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

(1) (a) The original, a certified copy or a photocopy of the recorded Declaration of Condominium; if a photocopy is provided, the same shall reflect the recording information and shall be certified by affidavit by the Developer or officer or agent of the Developer as being a true and complete copy of the actual recorded Declaration;

(b) A certified copy of the Association's Articles of Incorporation;

(c) By-Laws;

(d) Minute books and other corporate books and records of the Association, if any; and

(e) Any house rules and regulations which may have been promulgated.

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

(3) An audit and accounting, which need not be certified, for all Association funds, performed by an auditor independent of the Developer, including capital accounts, reserve accumulations in accordance with s. 718.504 (20)(c) l.k., and contributions.

(4) Association funds or control thereof;

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

(6) A copy of the plans and specifications utilized in the construction of improvements and the supplying of equipment to the condominium and for the construction and installation of all mechanical components serving the improvements and the site, with a certificate in affidavit form of the Developer or of his agent, or of an architect or engineer authorized to practice in this State, that such plans and specifications represent to the best of his knowledge and belief the actual plans and specifications utilized in and about the construction and improvements of the condominium property and for the construction and installation of the mechanical components serving the improvements;

(7) Insurance policies;

(8) Copies of any certificate of occupancy which may have been issued within one (1) year of the date of creation of the condominium;

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

(10) Written warranties of the contractor, subcontractors, suppliers and manufacturers that are still effective;

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



(12) Leases, if any, of the common elements, or in which the Association is lessor or lessee;

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

(14) Other contracts in which the Association is one of the contracting parties;

E. The By-Laws of this corporation may not change or alter this Article.

V.

The term for which this corporation shall exist shall be perpetual.

VI.

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

NAME	ADDRESS
ALFRED G. WEST	11300 Okeechobee Road Royal Palm Beach, FL 33411
HARRY SLEEK	11300 Okeechobee Road Royal Palm Beach, FL 33411
DOROTHEA L. GRECO	11300 Okeechobee Road Royal Palm Beach, FL 33411

VII.

The affairs of the corporation shall be managed by a president, vice-president, secretary and treasurer. The officers of the corporation shall be elected annually by the Board of Directors of the corporation in accordance with the provisions therefor in the By-laws of the corporation.

VIII.

The business of the corporation shall be conducted by a Board of Directors, referred to sometimes herein as the Board of Administrators, which shall consist of not less than three (3) nor more than five (5) members, as the same shall be provided for in the By-laws of the corporation. The members of the Board of Directors shall be elected annually by a majority vote of the members of the corporation. The names and addresses of the first Board of Directors and officers who shall serve as directors and officers, until the first election of directors and officers, are as follows:

NAME	ADDRESS
ALFRED G. WEST Director/President	11300 Okeechobee Road Royal Palm Beach, FL 33411
HARRY SLEEK Director/Vice President	11300 Okeechobee Road Royal Palm Beach, FL 33411

DOROTHEA L. GRECO  
 Director/Secretary-  
 Treasurer

11300 Okeechobee Road  
 Royal Palm Beach, FL 33411

IX.

The By-laws of the corporation are to be made, altered or rescinded by a three-fourths (3/4) vote of the members of this corporation, save and except as provided for in the Declaration of Condominium of CLOVERPLACE, A CONDOMINIUM, recorded among the Public Records of Pinellas County, Florida, as it pertains to correcting errors and/or omissions in the Declaration of Condominium or in any other documentation required by law to establish the condominium form of ownership.

X.

The amendments to these Articles of Incorporation may be proposed by the Board of Directors or by a majority vote of the membership of this corporation, provided, however, that no amendment shall be effective unless adopted pursuant to Article IX or Article XII of these Articles of Incorporation. Notwithstanding anything to the contrary herein, no amendment may be made to these Articles of Incorporation or the By-Laws of the Association which affects the rights and privileges provided to the Developer without the consent of the Developer.

XI.

Section 1. The members of the Association shall consist of all of the record owners of condominium units in the condominium.

Section 2. After receiving approval as required by the Declaration of Condominium a change of membership in the Association shall be established by recording in the Public Records of Pinellas County, Florida, a deed or other instrument establishing record title to a condominium unit in the condominium and the certificate as required showing said approval. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

Section 3. No officer, director, or member shall be personally liable for any debt or other obligation of this corporation, except as provided in the Declaration of Condominium.

Section 4. Each member shall be restricted to one (1) vote except in all elections for director, each member shall have the right to vote, in person or by proxy, as set forth in the By-laws, for as many persons as there are directors to be elected, or to distribute them on the same principal among as many candidates as he shall see fit.

Section 5. A membership may be owned by more than one owner provided that membership shall be held in the same manner as title to the unit. In the event ownership is in more than one person, all of the owners of such membership shall be entitled, collectively, to only one (1) vote or ballot in the management of the affairs of the Association in accordance with the Declaration of Condominium, and the vote may not be divided between plural owners of a single condominium unit.

Section 6. The members of this Association shall be subject to assessment for the costs and expenses of the Association in operating the Condominium, in accordance with the Declaration of Condominium, these Articles of Incorporation, and

the By-laws of the corporation. The By-laws of the corporation may not change or alter this Section 6, Article XI.

Section 7. This corporation shall not be operated for profit; no dividends shall be paid; and no part of the income of the corporation shall be distributed to its members, directors, or officers.

Section 8. The members of the corporation, individually, are responsible for all maintenance and repair within and about their condominium units, as more specifically set forth in the Declaration and the Bylaws.

Section 9. Any matter of controversy or dispute between members or between a member and the corporation shall be settled by arbitration in accordance with the rules provided therefor by the Statutes of the State of Florida and the rules of the Division of Florida Land Sales and Condominiums.

Section 10. The members of this corporation shall be subject to all of the terms, conditions, covenants and restrictions contained in the Declaration of Condominium, these Articles of Incorporation, and the By-laws of the corporation.

## XII.

These Articles of Incorporation may not be amended, altered, modified, changed or rescinded by a vote of less than three-fourths (3/4) of the then present members of the corporation, which may be accomplished at any regular or special meeting of the corporation, provided that written notice of the proposed change shall have been mailed to each member of the corporation fourteen (14) days prior to said meeting of the corporation, provided, however, that no such alteration, amendment, modification, change or rescission of Article II hereinabove, and of Sections 6, 7, 8, and 10 of Article XI, may be made without an unanimous approval of the then members of the corporation together with the written unanimous approval of all mortgagees holding a valid, enforceable first mortgage lien against any condominium unit, provided such mortgagees are institutional mortgagees, such as a bank, life insurance company, federal savings and loan association, institutional investor, mortgage banker, and/or a real estate investment trust authorized to transact business in the State of Florida.

## XIII.

The Association may acquire and enter into agreements whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners. All of such leaseholds, memberships and other possessory or use interests existing or brought into existence at the time of recording of the Declaration shall be set forth and fully described therein.

## XIV.

In the event this corporation shall become dormant, inactive, and fail to perform its duties and carry out its contractual covenants and conditions as set forth herein, together with those matters required to be performed of this corporation in accordance with the Declaration of Condominium, and all matters in connection therewith, then the said corporation shall revert to the original incorporators or their designated attorney-in-fact for purposes of reactivating said

corporation by electing new officers and directors of this condominium, as provided for in these Articles of Incorporation and the By-laws of this corporation.

XV.

The principal place of business of this corporation and its registered office shall be at 11300 Okeechobee Road, Royal Palm Beach, Palm Beach County, Florida, 33411, or at such other place or places as may hereafter be designated from time to time.

The registered agent for the corporation at the above address shall be ALFRED G. WEST.

IN WITNESS WHEREOF, the subscribing incorporators and the registered agent have hereunto set their hands and seals and caused these Articles of Incorporation to be signed this 9th day of May, A.D., 1983.

Signed, Sealed and Delivered in the Presence of:

Shelly DeLuca

Alfred G. West  
ALFRED G. WEST  
Subscriber

Nancy Gurken

Harry Sleek  
HARRY SLEEK  
Subscriber

Dorothea E. Greco  
DOROTHEA E. GRECO  
Subscriber

Alfred G. West  
ALFRED G. WEST  
Registered Agent

STATE OF FLORIDA )  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared the following persons: ALFRED G. WEST, HARRY SLEEK, and DOROTHEA L. GRECO, as subscribers, and ALFRED G. WEST, as Registered Agent, to me well known and known to me to be the persons who executed the foregoing Articles of Incorporation of CLOVERPLACE CONDOMINIUM ASSOCIATION, INC., and have severally acknowledged before me that they executed the same for the purposes therein mentioned.

WITNESS my hand and official seal at Royal Palm Beach, in the County of Palm Beach, and State of Florida, this 9th day of May, A.D., 1983.

Norris N. Martin  
Notary Public  
My Commission Expires:

BY-LAWS OFCLOVERPLACE CONDOMINIUM ASSOCIATION, INC.

A Florida non-stock, non-profit membership corporation

ARTICLE I  
General

Section 1. Name: The name of the corporation shall be CLOVERPLACE CONDOMINIUM ASSOCIATION, INC.

Section 2. Principal Office: The principal office of the corporation shall be 11300 Okeechobee Road, Royal Palm Beach, Palm Beach County, Florida, 33411, or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Definition: As used herein, the term "Corporation" shall be the equivalent to "Association", as defined in the DECLARATION OF CONDOMINIUM OWNERSHIP OF CLOVERPLACE, A CONDOMINIUM, and all other words as used herein shall have the same definitions as attributed to them in the aforesaid Declaration of Condominium.

Section 4. Identity: In addition to the within By Laws, being the By-Laws of CLOVERPLACE CONDOMINIUM ASSOCIATION, INC., these By-Laws are established pursuant to the Condominium Act, Chapter 718, Florida Statutes, as amended, and are hereby annexed to and made a part of the DECLARATION OF CONDOMINIUM OWNERSHIP OF CLOVERPLACE, A CONDOMINIUM.

ARTICLE II  
Directors

Section 1. Number and Term: The number of directors which shall constitute the whole Board of Directors, also known as the Board of Administration, shall be not less than three (3), nor more than five (5). Until succeeded by directors elected as hereinafter provided, directors need not be members; thereafter all directors shall be members. Within the limits above specified, the number of directors shall be determined by the members at the annual meeting. The directors shall be elected as hereinafter provided and each director shall be elected to serve for the term of one (1) year, or until his successor shall be elected and shall qualify.

Section 2. Vacancy and Replacement: If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. Removal: Directors may be removed with or without cause by an affirmative vote of majority of the members. No director shall continue to serve on the Board if, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever.

Section 4. First Board of Directors and Their Replacement:

(a) The first Board of Directors shall consist of:

ALFRED G. WEST  
HARRY SLEEK  
DOROTHEA L. GRECC

who shall hold office and exercise all powers of the Board of Directors, until the first membership meeting, or as otherwise provided for hereinafter; provided, however, that any or all of said directors shall be subject to replacement in the event of resignation or death as above provided. The three (3) individuals that are elected by the Developer shall be the directors of the Association and shall be the sole voting members of the corporation until such time as the unit owners other than the Developer own fifteen percent (15%) or more of the units that will be operated ultimately by the Association, at which time, the unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association.

Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales by the Developer have been closed of not less than fifty percent (50%) of the units that will be operated ultimately by the Association, or three (3) months after sales have been closed by the Developer of not less than ninety percent (90%) of the units that will be operated ultimately by the Association have been completed and some of them 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 be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Developer holds for sale, in the ordinary course of business, five percent (5%) of the condominium units operated by the Association.

(b) Within sixty (60) days after unit owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call, and give not less than thirty (30) days, nor more than forty (40) days notice of, a meeting of the unit owners for this purpose. Such meeting may be called and the notice given by any unit owner if the Association fails to do so.

(c) If a Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval, in writing, by the Developer:

(1) Assessment of the Developer as a unit owner for capital improvements;

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

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

(1) The original, a certified copy or a photocopy of the recorded Declaration of Condominium; if a photocopy is provided, the same shall reflect the recording information and shall be certified by affidavit by the Developer or officer or agent of the Developer as being a true and complete copy of the actual recorded Declaration; the Association's Articles of Incorporation; By-laws; minute books and other

corporation books and records of the Association, if any; and any house rules and regulations which may have been promulgated.

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

(3) An audit and accounting, which need not be certified, for all Association funds, performed by an auditor independent of the Developer, including capital accounts, reserve accumulations in accordance with s. 718.504(20)(c) l.k., and contributions.

(4) Association funds or control thereof.

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

(6) A copy of the plans and specifications utilized in the construction of improvements and the supplying of equipment to the condominium and for the construction and installation of all mechanical components serving the improvements and the site, with a certificate in affidavit form of the Developer or of his agent, or of an architect or engineer authorized to practice in this state that such plans and specifications represent to the best of his knowledge and belief the actual plans and specifications utilized in and about the construction and improvement of the condominium and for the construction and installation of the mechanical components serving the improvements.

(7) Insurance policies.

(8) Copies of any certificates of occupancy which may have been issued within one (1) year of the date of creation of the condominium.

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

(10) Written warranties of the contractor, sub-contractors, suppliers, and manufacturers that are still effective.

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

(12) Leases of the common elements, or in which the Association is lessor or lessee.

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

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

Section 5. Powers: The property and business of the corporation shall be managed by the Board of Directors, who may



exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation, or the Declaration to which these By-laws are attached. The powers of the Board of Directors shall specifically include, but not be limited to, the following items:

(a) To make and collect assessments and establish the time within which payment of same is due. Assessments shall be made against unit owners not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

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

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

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

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

(f) To collect delinquent assessments by suit or otherwise, abate nuisance and enjoin or seek damages from the unit owners for violation of these By-laws and the terms and conditions of the Declaration.

(g) To employ and/or contract with, if deemed advisable, a maintenance service contractor and/or apartment house manager, who shall maintain, serve and/or manage the building and related facilities, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the building. To employ workmen, janitors and gardeners and to purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items of or for other services deemed advisable and generally to have the powers of an apartment house manager in connection with the matters hereinabove set forth.

(h) To make reasonable rules and regulations for the occupancy of the condominium parcels.

Section 6. Compensation: Directors or officers, as such, shall receive no salary or compensation for their services.

Section 7. Meetings:

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

(b) Meetings of the Board shall be open to all unit owners and notices of meetings shall be posted conspicuously

forty-eight (48) hours in advance for the attention of unit owners, except in an emergency.

(c) Special meetings of the Board may be called by the President upon five (5) days' notice to each director. Special meetings shall be called by the President or Secretary in a like manner and on like notice upon the written request of two (2) directors, provided notice is given in accordance with Section 7(b) hereinabove.

Section 8. Order of Business: The order of business at all meetings of the Board shall be as follows:

Roll call.  
 Reading of the Minutes of last meeting.  
 Consideration of communications.  
 Resignations and elections.  
 Report of officers and employees.  
 Reports of Committees.  
 Unfinished business.  
 Original resolutions and new business.  
 Adjournment.

Section 9. Annual Budget: The Board may adopt the annual budget. The unit owners shall be given a copy of the proposed annual budget of common expenses which shall be detailed and shall show the amounts budgeted by account and expense classifications, which shall include but not necessarily be limited to the following items: expenses for the Association and condominium; administration of the Association; management fees, maintenance; rent for recreation and other commonly used facilities; taxes upon Association property; taxes upon leased areas; insurance; security provisions; other expenses; operating capital; reservations; fees payable to the Division; expenses for unit owners; rent for the unit if subject to a lease; rent payable by the unit owner directly to the lessor under any recreation lease or lease for use of commonly used facilities, not less than thirty (30) days before the meeting held for the purpose of adopting the annual budget and also written notice of the time and place at which such meeting shall be open to the unit owners.

If an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board, upon written application of ten percent (10%) of the unit owners to the Board, shall call a special meeting of the unit owners within thirty (30) days, upon not less than ten (10) days' written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority vote of all unit owners. The board of administration may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of all unit owners in writing, the budget shall be adopted. The budget shall not thereafter be re-examined by the unit owners in the manner hereinabove set forth.

In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the condominium property shall be excluded from the computation.

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

Section 10. Fidelity Bond. A fidelity bond for directors of this Association, who control or disburse funds of the Association, shall be obtained for said directors or directors and the Association shall bear the costs of such bonding.

### ARTICLE III Officers

Section 1. Executive Officers: The executive officers of the corporation shall be a President, Vice-president, Secretary and Treasurer, all of whom shall be elected annually by the Board of Directors. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the corporation. If the Board so determines, there may be more than one (1) Vice-President.

Section 2. Appointive Officers: The Board of Directors may appoint such other officers and agents as it may deem necessary, who shall hold office during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Election: The Board of Directors at its first meeting after such annual meeting of general members shall elect a President, Secretary and Treasurer, none of whom, excepting the president, need be a member of the Board.

Section 4. Term: The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed for cause at any time by the affirmative vote of a majority of the whole Board of Directors.

#### Section 5. The President:

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

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

#### Section 6. The Secretary:

(a) The Secretary shall keep the minutes of the member meetings and the Board of Directors' meetings in one or more books provided for that purpose; such minutes shall be available for inspection by unit owners and Board members at all reasonable times.

(b) He shall see that all notices are duly given in accordance with the provisions of these By-laws and as required by law.

(c) He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which, on behalf of the corporation, under its seal, is duly authorized in accordance with the provisions of these By-laws.

(d) He shall keep a register of the post office addresses of each member, which shall be furnished to the Secretary by such member.

(e) In general, he shall perform all duties incidental to the office of Secretary and such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

#### Section 7. The Treasurer:

(a) The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors, the Articles of Incorporation, and these By-laws.

(b) He shall disburse the funds of the corporation as ordered by the Board, taking proper vouchers for such disbursements and shall render to the President and directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial conditions of the corporation.

(c) He may be required to give the corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the corporation, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in possession belonging to the corporation.

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

Section 9. Resignations: Any director or other officer may resign his office at any time, such resignation to be made in writing and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

Section 10. Fidelity Bond. A fidelity bond for officers of this Association, who control or disburse funds of the Association, shall be obtained for said officer or officers and the Association shall bear the cost of such bonding.

#### ARTICLE IV Membership

Section 1. There shall be no stock certificates issued by this corporation.

Section 2. Transfers of membership shall be made only on the books of the corporation, and notice of acceptance of such transferee as a member of the corporation shall be given in

writing to such transferee by the President and Secretary of the corporation. Transferor, in such instance, shall automatically no longer be a member of the corporation. Membership in the corporation may be transferred only as an incident to the transfer of the transferor's condominium parcel and his undivided interest in the common elements of the condominium, and such transfers shall be subject to the procedures set forth in the Declaration.

Section 3. Voting Members: That member owning a vested present interest in a single condominium parcel as shown in the public records of Pinellas County, Florida.

If any unit is owned by more than one owner, one of the owners of such unit shall be designated, by a certificate signed under oath by all of the record owners of the unit and filed with the Secretary of the Association, as voting member for that unit. Such designated voting member shall continue to cast the vote for the unit until such time as another person is properly designated as set forth herein as the voting member for the unit.

Failure by all owners of any single condominium unit to file the aforementioned written, sworn statement with the secretary prior to a members' meeting will result in depriving such owner of a single condominium unit of a vote at such meeting.

A person or entity owning more than one (1) condominium unit may be designated as a voting member for each such condominium unit which he or it owns.

An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote, which vote shall be cast by the voting member.

A membership may be owned by more than one owner, provided that membership shall be held in the same manner as title to the unit. In the event ownership is in more than one (1) person, all of the owners of such membership shall be entitled collectively to only the vote or ballot set forth above in the management of the affairs of the corporation in accordance with the Declaration of Condominium and the vote may not be divided between plural owners of a single membership.

Upon completion of Phase I, there shall be sixty-two (62) voting members. Upon the recordation of any amendment submitting additional units to condominium ownership pursuant to the provisions of the DECLARATION OF CONDOMINIUM OWNERSHIP OF CLOVERPLACE, A CONDOMINIUM, the number of voting members shall automatically be adjusted so that at all times, there shall be one (1) voting membership for each unit submitted to condominium ownership pursuant to the DECLARATION OF CONDOMINIUM OWNERSHIP OF CLOVERPLACE, A CONDOMINIUM and amendments thereto.

Section 4. In the event the owner of a condominium unit is not a natural person, the subject entity shall designate a natural person who shall be entitled to occupy the condominium unit, and such natural person shall be a member of the corporation, subject to the procedures set forth in the Declaration.

#### ARTICLE V Meeting of the Membership

Section 1. Definition: Unit owners shall meet at least once in each calendar year and such meeting shall be the annual meeting. The annual meeting shall be the time of the election of members of the Board of Directors whose terms have expired. The

term of all the members of the Board shall expire on the date of the annual meeting, upon the election of their successors.

Section 2. Place: All meetings of the corporate membership shall be held at the office of the corporation, or any other place as may be stated in the written notice.

Section 3. Membership List: At least ten (10) days before every election of directors, a complete list of members entitled to vote at said election, arranged numerically by apartment units with the residence of each, shall be prepared by the secretary. Such list shall be produced and kept for ten (10) days and throughout the election at the office of the corporation and shall be open to examination by any member throughout such time, or at any other reasonable time period.

Section 4. Annual Meeting: The first annual meeting of the members of the corporation shall be held on the third Monday of November, 1984.

Regular annual meetings, subsequent to 1984, shall be held on the third Monday of November of each succeeding year, if not a legal holiday, and if a legal holiday, then on the next secular day following.

The date of such annual meeting may be changed by the Board provided notice is given pursuant to Article VI hereof.

Section 5. Special Meetings:

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

(b) Written notice of a special meeting of members shall be in accordance with the provisions of Article VI, Section 1, as set forth hereinafter.

(c) Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 6. Right to Vote: At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meeting thereof.

Section 7. Vote Required to Transact Business: When a quorum is present at any meeting, the majority of the vote of the membership present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the Florida Statutes, the Declaration of Condominium, the Articles of Incorporation, or these By-laws, a different vote is required, in which case, such express provision shall govern and control the decision of such question.

Section 8. Quorum: Fifty-one percent (51%) of the total number of members of the corporation present in person or represented by written proxy shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Articles of Incorporation, by these By-laws, or by the Declaration of Condominium. If, however, such quorum shall not be present or represented at any meeting of the members, the

members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called. No person shall be designed to hold more than five (5) proxies for any purpose unless the condominium has been registered with the Securities and Exchange Commission. Each proxy must be executed in writing by the member of the corporation, or his duly authorized attorney-in-fact. No proxy shall be valid after the expiration of thirty (30) days from the date of its execution unless it shall have specified therein its duration. In no event shall any proxies be valid for a period longer than 90 days after the date of the first meeting for which it was given.

Section 9. Waiver and Consent: Whenever the vote of members at a meeting is required or permitted by any provision of the Statutes, of the Articles of Incorporation or of these By-Laws, or the Declaration of Condominium, to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all of the members who have been entitled to vote upon the action if such meeting were held shall consent to such action being taken

#### ARTICLE VI Notices

Section 1. The method of calling and summoning the unit owners to assemble at meetings, including annual meetings, shall require at least fourteen (14) days' written notice to each unit owner in advance of the meeting, and the posting at a conspicuous place on the condominium property of a notice of the meeting at least fourteen (14) days prior to said meeting. The notice of the annual meeting can be sent by mail to each unit owner and the post office certificate of mailing shall be retained as proof of such mailing and such mailing shall be deemed notice. The foregoing requirements as to meetings are not to be construed, however, to prevent unit owners from waiving notice of meetings or from acting by written agreement without meetings, as provided in these By-laws, the Declaration of Condominium, or the laws of the State of Florida.

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

#### ARTICLE VII Finances

Section 1. Fiscal Year: The fiscal year shall begin the first day of January of each year. The Board of Directors is expressly authorized to change this fiscal year at any time for the convenience of the corporation.

Section 2. Checks: All checks or demands for money and notes of the corporation shall be signed by any two of the following officers: President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.



ARTICLE VIIISeal

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

ARTICLE IXReal Property Taxes

Each Unit Owner shall be solely accountable for the real property taxes on his own unit and shall make payment therefor directly to the Tax Collector in and for Pinellas County, Florida.

ARTICLE XUse Restrictions and Rules and Regulations

In addition to the other provisions of these By-Laws, the use restrictions set forth in the DECLARATION OF CONDOMINIUM OWNERSHIP OF CLOVERPLACE, A CONDOMINIUM, together with such additional rules and regulations as may be hereafter adopted by the ASSOCIATION, which are not inconsistent with the provisions of the DECLARATION or EXHIBITS thereto, shall govern the use of the units and the condominium property, and the conduct of all owners and residents thereof.

ARTICLE XIDefaultSection 1. Foreclosure:

(a) In the event an owner of a condominium unit does not pay the sums, charges or assessments required to be paid to the corporation, the corporation, acting on its own behalf, or through the Board of Directors or manager acting on behalf of the corporation, may foreclose the lien encumbering the condominium unit created by nonpayment of the required monies in the same fashion as mortgage liens are foreclosed and in accordance with Section 718.116 of the Florida Statutes.

(b) The corporation shall be entitled to the appointment of a Receiver if it so requests. The corporation shall have the right to bid on the condominium unit at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosure of its lien, the corporation may, through its Board of Directors, or manager acting in behalf of the corporation, or in its own behalf, bring suit to recover a money judgment for sums, charges or assessments required to be paid to the corporation without waiving its lien securing same. In any action, either to foreclose its lien or to recover a money judgment brought by or on behalf of the corporation against a condominium unit owner, the losing litigant shall pay the costs thereof, together with a reasonable attorney's fee.

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

(d) If the corporation becomes the owner of the condominium unit by reason of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated, it shall

deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and all expenses incurred in the resale of the condominium parcel, which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the condominium parcel in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former owner of the condominium unit in question.

### Section 2. Injunction:

(a) In the event of violation of the provisions of the enabling Declaration of Condominium, Articles of Incorporation or restrictions of these By-Laws, as the same are now or may hereafter be constituted, the corporation, on its own behalf, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents just hereinabove enumerated, or sue for damages or take all such courses of action at the same time, or for such other legal remedy it may deem appropriate.

(b) In the event legal action is brought against a condominium unit owner, the losing litigant shall pay the other money judgment for sums, charges or assessments required to be paid to the corporation without waiving its lien securing same. In any action, either to foreclose its lien or to recover a money judgment brought by or on behalf of the corporation against a condominium unit owner, the losing litigant shall pay the costs thereof, together with a reasonable attorney's fee.

(c) It is the intent of all owners of condominium units to give to the corporation a method of procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from owners of condominium units and to preserve each owner's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

## ARTICLE XII

### Liability in Excess of Insurance Coverage

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

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

## ARTICLE XIII

### Registers

Section 1. The secretary of the corporation shall maintain a register in the corporate office showing the names and the addresses of members.

Section 2. Any application for the transfer of membership or for a conveyance of interest in a condominium unit or a lease or sublease of a condominium unit shall be subject to an application fee of Twenty-Five and no/100 Dollars (\$25.00) to cover costs that may be incurred by the Association.

Section 3. The corporation shall maintain a suitable register of the recording of pledged or mortgaged condominium

parcels. Any pledgee or mortgagee or holder, insuror or guarantor of a mortgage on a condominium unit may, but is not obligated to, notify the corporation in writing of the pledge or mortgage. Upon written request to the Secretary of the Association, such registered pledgee, mortgagee or holder, insuror or guarantor of a mortgage on a Unit shall be entitled to a financial statement for the immediately preceding fiscal year and timely written notice of the following:

(a) Any condemnation or casualty loss that affects either a material portion of the condominium property or the unit securing the mortgage.

(b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of the mortgaged unit.

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

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

#### ARTICLE XIV Surrender

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

#### ARTICLE XV Amendment of By-Laws

The By-Laws of the corporation may be altered, amended or repealed unless specifically prohibited herein, at any regular or special meeting of the members by a three-fourths (3/4) vote of all members of the corporation, unless a contrary vote is required pursuant to the Articles of Incorporation or the Declaration of Condominium, and provided that notice of said membership meeting has been given in accordance with these By-Laws and that the notice as aforesaid contained a full statement of the proposed amendment. No modification or amendment to these By-laws shall be valid unless set forth or annexed to a duly recorded amendment to the Declaration of Condominium. Notwithstanding anything to the contrary herein, no amendment may be made to these By-Laws of the Association or the Articles of Incorporation which affects the rights and privileges provided to the Developer without the consent of the Developer.

#### ARTICLE XVI Construction

Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires.

Should any of the covenants therein imposed be void or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

84062183

AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP OF CLOVERPLACE CONDOMINIUM (PHASE I) ADDING PHASE II

01 Cash	11 Chg
40 Rec	711.00
41 DS	
43 Int	
Tot	711.00

01 Cash	Chg
40 Rec	60
41 DS	45.00
43 Int	17.00
Tot	122.00

Condominium plats pertaining hereto are filed in Condominium Plat Book 75, Pages 27 through 31, inclusive.

CHRISTY S. JONES  
Barringer Res. Etc.  
P.O. Box 41100  
St. Petersburg, FL 33743

LEVITT HOMES INCORPORATED, a Delaware corporation authorized to and doing business in the State of Florida, (hereinafter referred to as the "Developer") hereby makes the following AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP OF CLOVERPLACE, A CONDOMINIUM (PHASE I) recorded in Official Records Book 5669, pages 189 through 257, inclusive, of the Public Records of Pinellas County, Florida (hereinafter referred to as the "Original Declaration"), ADDING PHASE II.

1. The purpose of this Amendment is to submit to condominium ownership a portion of the lands described in Exhibit "A" of said Original Declaration and all of the improvements located thereon pursuant to the provisions of Paragraphs 4 and 5 of said Original Declaration.

2. The following property is hereby submitted to the condominium form of ownership:

A. The lands lying and being situate in Pinellas County, Florida, as are more particularly described in Exhibit "A" attached hereto, subject to the reservations, restrictions and easements of record; and

B. Thirty-one (31) residential buildings containing sixty-two (62) condominium units constructed on the afore-described lands.

3. The condominium units and all other improvements constructed on the property being submitted to condominium ownership herewith are set forth in detail in Exhibit "A", attached hereto and made a part hereof. Each Condominium Home Unit and Condominium Land Unit is described in said plan in such a manner that there can be determined therefrom the identification, location, dimensions and size of each unit, as well as any limited common elements and the common elements appurtenant thereto.

4. It is the further purpose of this Amendment to effectuate the automatic conversion of ownership of all common elements in CLOVERPLACE, A CONDOMINIUM (PHASE I) and all subsequent phases submitted to condominium ownership to the adjusted percentages as set forth in Paragraph 12 of said Original Declaration. Upon completion of Phase II (62 units) and recording of this Amendment, each unit in Phases I and II shall have an undivided share in the ownership of the common elements and the common surplus equal to one-one hundred twenty-fourth (1/124) of one hundred percent. This percentage interest in the ownership of the common elements and the common surplus shall be ascertained by dividing one hundred percent (100%) (numerator) by the total number of units in Phases I and II (124) (denominator); the resulting figure being the undivided percentage of ownership of the common elements and the common surplus attributable to each unit in Phases I and II.

MAR 28 3 35 PM '64

IN WITNESS WHEREOF, LEVITT HOMES INCORPORATED, a Delaware corporation, authorized to and doing business in the State of Florida, has caused these presents to be executed in its name by its properly authorized officers and its corporate seal to be affixed hereto, this 22nd day of March, 1984.

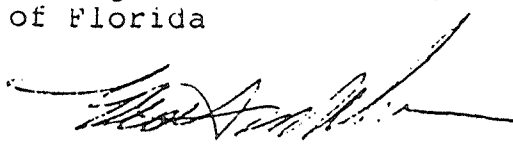
WITNESSES:

LEVITT HOMES INCORPORATED, a Delaware corporation, authorized to and doing business in the State of Florida

  
\_\_\_\_\_

  
\_\_\_\_\_


(Corporate Seal)

BY:   
\_\_\_\_\_ ELLIOTT M. WIENER, President

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

BEFORE ME, the undersigned authority, personally appeared ELLIOTT M. WIENER, President of LEVITT HOMES INCORPORATED, a Delaware corporation authorized to and doing business in the State of Florida, to me well known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Palm Beach County, Florida, this 22nd day of March, 1984.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF FLORIDA  
BONDED UNDER THE NOTARY PUBLIC LAW  
MY COMMISSION EXPIRES JULY 23 1986

## LEGAL DESCRIPTION

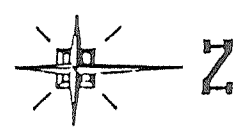
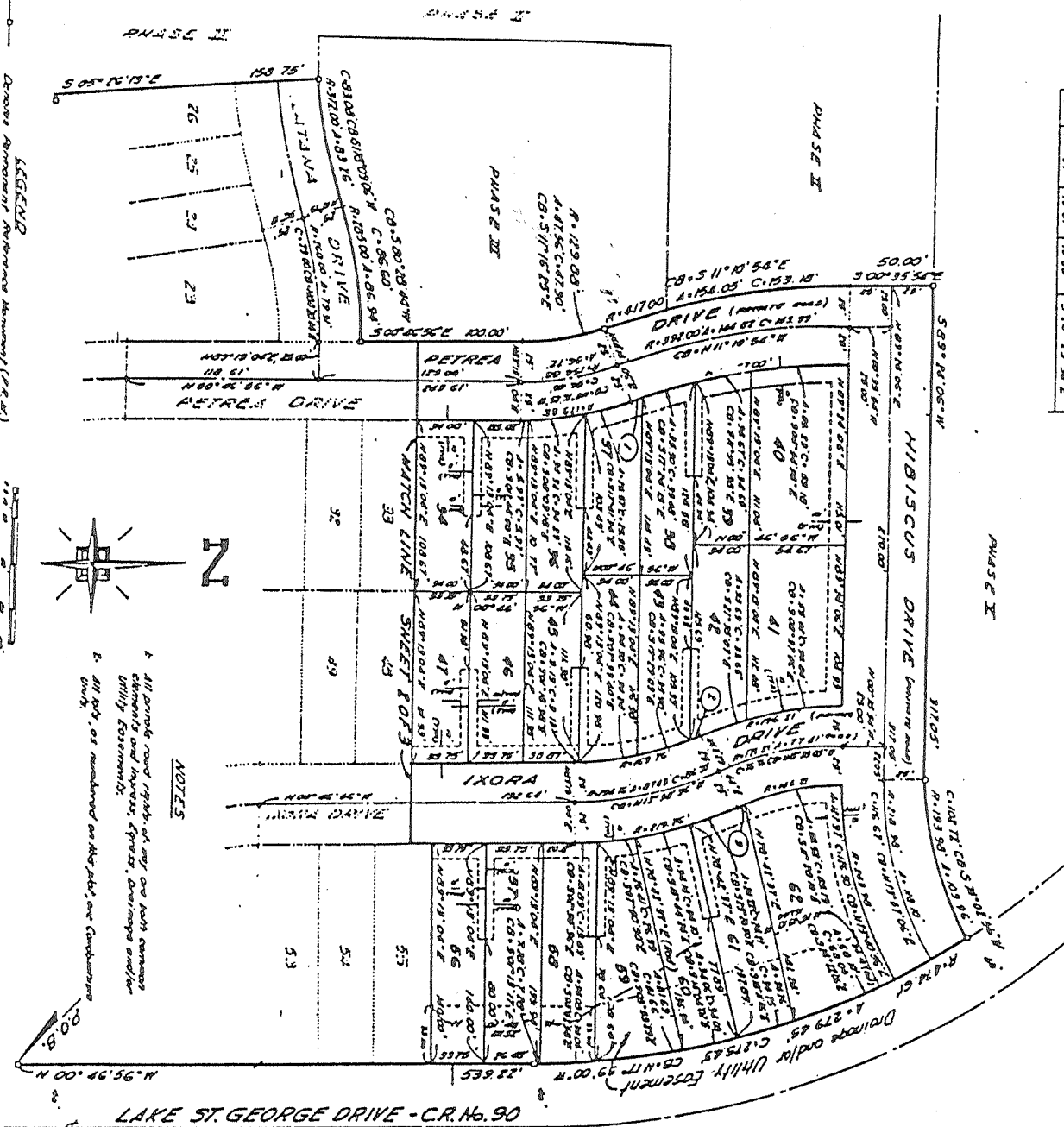
## CLOVERPLACE CONDOMINIUM

## PHASE II

Commence at the Southwest corner of the N.W. 1/4 of Section 8, Township 28 South, Range 16 East, Pinellas County, Florida and go N. 01°15'40"W., 1,339.96 feet, along the West boundary of said N.W. 1/4, to a point on the centerline of County Road No 584; thence N. 89°13'04"E. 2,525.72 feet, along said centerline; thence N. 00°46'56"W., 50.00 feet, to a point on the North right-of-way line of County Road No 584; thence N00°46'56"W., 380.00 feet; thence S.89°13'04"W., 408.69 feet; thence S. 34°14'13"W., 36.63 feet; thence S.89°13'04"W., 160.27 feet to the Point of Beginning; thence N.04°39'41"W., 112.22 feet; thence N.09°56'24"W., 50.23 feet; thence N.04°20'00"W., 111.25 feet; thence S. 84°42'28"W., 1.80 feet; thence N.05°26'13"W., 158.75 feet; thence along a curve to the right that has a radius of 372.00 feet, an arc length of 23.08 feet, a chord length of 23.08 feet, a chord bearing of S.86°20'26" W., thence N.00°46'56" W., 217.93 feet; thence N. 89°24'06" E., 168.33 feet; thence along a curve to the right that has a radius of 417.00 feet, an arc length of 111.32 feet, a chord length of 110.99 feet, a chord bearing of N. 08°14'45" W.; thence N.00°35'54" W., 50.00 feet; thence S. 89°24'06" W., 253.84 feet; thence along a curve to the left that has a radius of 75.00 feet, an arc length of 107.91 feet, a chord length of 98.84 feet, a chord bearing of S. 48°10'54" W., thence N.83°02'17"W., 110.36 feet; thence S. 00°46'56" E., 218.29 feet; thence S. 89°13'04" W., 165.33 feet; thence S 00°46'56" E. 255.66 feet; thence along a curve to the left that has a radius of 200.00 feet, an arc length of 63.12 feet, a chord length of 62.86 feet, a chord bearing of S. 09°49'26"E.; thence along a curve to the right that has a radius of 95.96 feet, an arc length of 30.29 feet, a chord length of 30.16 feet, a chord bearing of S. 09°49'26" E.; thence S. 00°46'56"E., 81.92 feet; thence N. 89°13'04" E., 13.51 feet; thence S.00°46'56"E., 110.00 feet; thence N. 89°13'04" E., 481.08 feet to The Point of Beginning. Containing 8.020 acres, more or less.

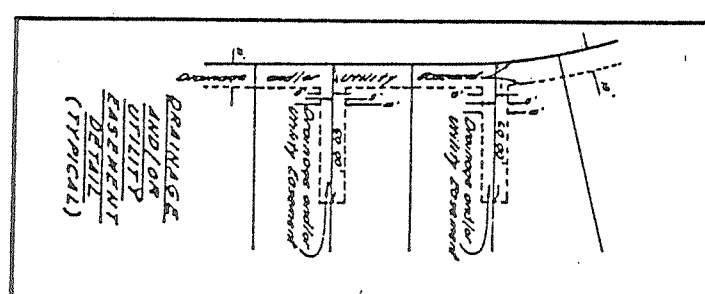
**OVERVIEW OF PHASE I**  
**A PART OF SECTION 8, TOWNSHIP 28 SOUTH, RANGE 16 EAST.**  
**PINELLAS COUNTY, FLORIDA.**

CURVE DATA				
(#)	Angle	PC	Pt of Tangency	Curve Length
1	147°03'	B 2	148.00'	312.00'
2	149°15'	B 2	148.00'	312.00'
3	146°21'	B 2	148.00'	312.00'



**NOTES**

- All private road rights of way or easement elements and layout, street, drainage and/or utility easements.
- All lots, as numbered on this plan, are Contiguous lots.



**LEGEND**

--- Access Easement (Reference to Survey) (S.P.A.)

--- Access Easement (CR No. 90) (S.P.A.)

--- Street Line Number

**GRAPHIC SCALE**

1" = 100'

NOTE: Dates of bearings in accordance with the plan.

**ALL SITE IMPROVEMENTS WITHIN THIS PLAT ARE EXISTING**

Prepared by: **LOVERHAS, BAUR & STEWENS**

CONSULTING ENGINEERS-SURVEYORS

CORPORATE OFFICE: 3500 US HWY 1940

DELIVERABLE: RECORD MAP NO. 13173-1

Computed by: **MC**

Drawn by: **MC**

Check by: **MC**

Approved by: **MC**

**SHEET 3 OF 3**

# CLOVERPLAGE, A CONDOMINIUM-PHASE I

A PART OF SECTION 8, TOWNSHIP 28 SOUTH, RANGE 16 EAST.  
PINELLAS COUNTY, FLORIDA.



**LEGEND**

- Double Arrows of Reference Monument (P.P.M.)
- - - Double Arrow of Control Point

**GRADING SCALE**  
and other construction notes

**NOTE:** Areas of easement as assumed

**NOTES:**

- All grades and notes of, say, are to be carried elements and types, grades, drainage and/or utility elements.
- All lot or numbered on this plan, are to be carried over.

**ALL SITE IMPROVEMENTS WITHIN THIS PLAT ARE EXISTING**

Approved by:  
**LLOVERAS BAUR-STEVENSON**  
CONSULTING ENGINEER, SURVEYORS  
COUNTY HILL ROAD, NEP US 90119  
CLEARWATER, FLORIDA 34615-1153

Drawn by: [Name]  
Checked by: [Name]  
Date: [Date]

**SHEET 8 OF 3**

**DRAINAGE AND/OR UTILITY ELEMENT DETAIL (TYPICAL)**

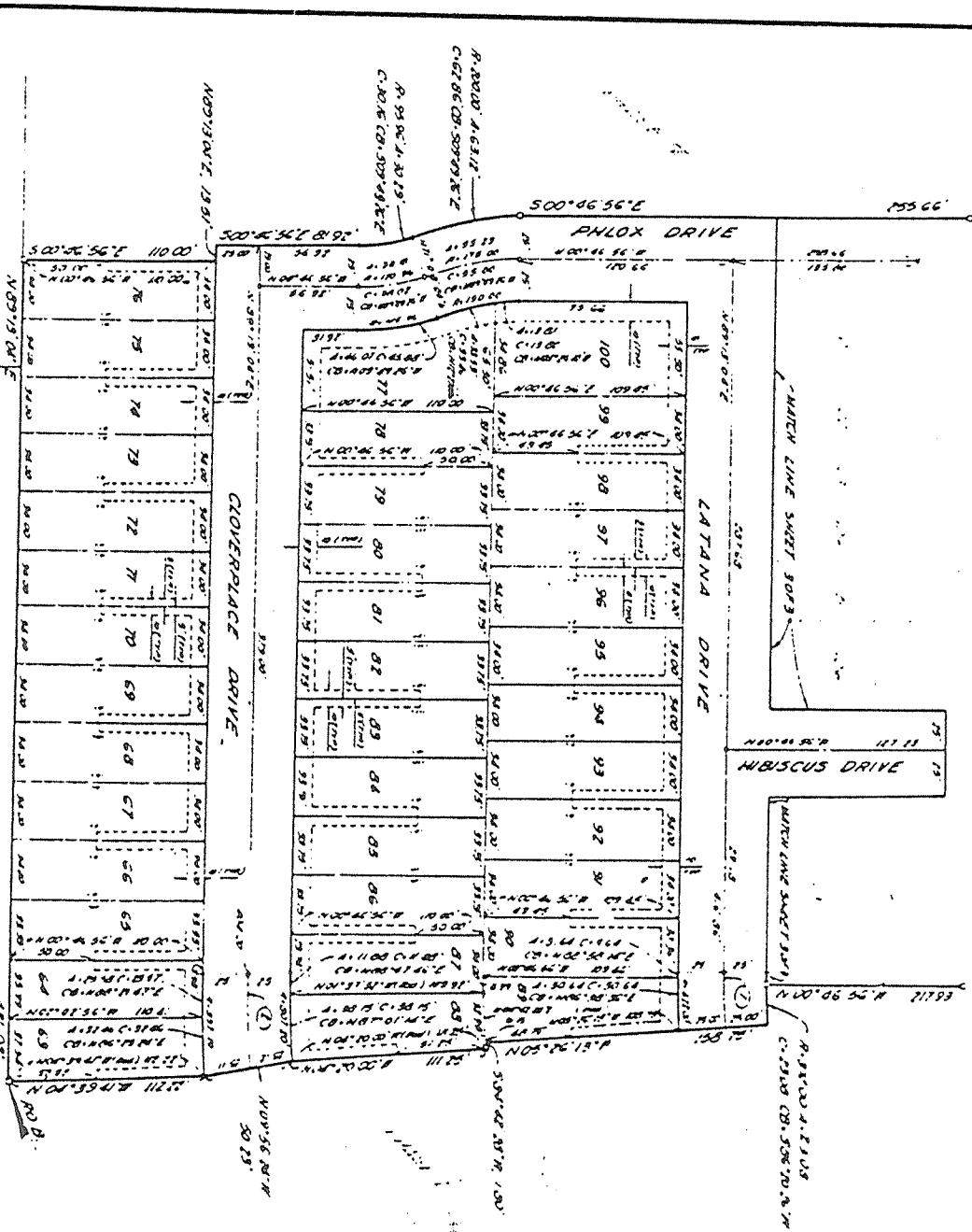




# CLOVERPLACE, A CONDOMINIUM-PHASE II

A PART OF SECTION 8, TOWNSHIP 28 SOUTH, RANGE 16 EAST,  
PINELLAS COUNTY, FLORIDA.

CURVE TABLE				
NO.	Area	AT	CHORD	CHORD BEARING
1	0.110	34.73	0.210	N 88.33° E 0.21
2	0.110	34.73	0.210	N 88.33° E 0.21



**LEGEND**

- Water Retention Structure
- Driveway
- Driveway Retention Wall (CR)
- Driveway Retention Wall
- Driveway Curve Number

**NOTES**

1. All improvements shown on this plan are within this plat and are existing.
2. All site improvements shown on this plan are within this plat and are existing.
3. LLOVERAS BAUER-STEVEN CONSULTING ENGINEERS - ARCHITECTS 1100 11th St. N. St. Petersburg, FL 33701-1100

SHEET 1 OF 3

