

INSTRUMENT PREPARED BY AND RETURN TO:

Steven W. Moore, Esquire
P.O. Box 5966
Clearwater, Florida 33758-5966

Return To:

COURTLAND TITLE, INC.
2358 DREW STREET
CLEARWATER, FL 33755

**DECLARATION OF CONDOMINIUM
FOR**

**SCOPELLO
A CONDOMINIUM**

SCOPELLO DEVELOPMENT, LLC., a Florida limited liability company, hereinafter referred to as "Developer" for itself, its successors, grantees and assigns, being the holder of fee simple title to the real property described in Exhibit "A", attached hereto and made a part hereof, hereby states and declares to the requirements of Chapter 718 of the Statutes of the State of Florida, hereinafter referred to as the "Condominium Act", the provisions of which are hereby incorporated by reference as is fully set forth herein, and does hereby file for record this Declaration of Condominium.

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall be nonexclusive and perpetual unless sooner terminated as provided for herein, or in the Condominium Act, and shall be binding upon all unit owners, as hereinafter defined, and their grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns; and all parties claiming by, through or under such persons agree to be bound by the provisions hereof and the ByLaws of the Association. Both the burdens imposed and the benefits granted shall run with each unit and interests in the common elements.

1. Name.
1.1 Name. The name by which this condominium is to be identified is SCOPELLO, A CONDOMINIUM (hereinafter called the "Condominium").

1.2 The name of the unit owner's Association is: SCOPELLO CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, hereinafter referred to as the "Association."

2. Definitions. The terms used in this Declaration and in its exhibits, including the ByLaws of the Association, shall be defined in accordance with the provisions of Section 718.103, Florida Statutes, and as follows:

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

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

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

2.4 "Association" means SCOPELLO OWNERS ASSOCIATION, INC., a Florida corporation not for profit, the sole entity responsible for the operation of the Condominium.

2.5 "Association Property" means the property, real and personal, in which title or ownership is vested in, or which is dedicated on, a recorded plat or leased to the Association for the use and benefit of its members.

2.6 "Board of Directors" or "Board" means the Board of Directors of the Association.

2.7 "Building" means the structure(s) in which the Units and the Common Elements are located, regardless of the number of each structures, which are located on the Condominium Property.

2.8 "By-Laws" mean the By-Laws of the Association, as amended from time to time.

2.9 "Common Elements" mean and include:

- (a) The portions of the Condominium Property not included within the Units.
- (b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.
- (c) An easement of support in every portion of a Unit which contributes to the support of the Building.
- (d) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.
- (e) Any other parts of the Condominium Property designated as Common Elements in this Declaration.

2.10 "Common Expenses" mean all expenses incurred by the Association for the Condominium and charges assessed or imposed against Units in the Condominium by the Association, as authorized by the Act. If approved by the Board of Directors, "Common Expenses" shall include the cost of a master television antenna system or duly franchised cable television service obtained pursuant to a bulk contract. For all purposes of this Declaration, "Common Expenses" shall also include all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended.

2.11 "Common Surplus" means 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 amount of common expenses.

2.12 "Condominium" means that form of ownership of condominium property under which units are subject to ownership by one or more owners, and there appurtenant to each unit as part thereof an undivided share in common elements.

2.13 "Condominium Property" means and includes the lands that are subject to condominium ownership whether or not contiguous, and all improvements thereon and all rights appurtenant thereto intended for use in connection with the condominium, subject to the limitations thereof and exclusions therefrom.

2.14 "County" means the County of Pinellas, State of Florida.

2.15 "Declaration" or "Declaration of Condominium" means this instrument or instruments by which a condominium is created, as it they may be amended from time to time.

2.16 "Developer" means SCOPELLO DEVELOPMENT, LLC., a Florida limited liability company, its successors and assigns.

2.17 "Improvements" mean all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Building.

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

2.19 "Land" shall mean the Land described in Exhibit "A" attached hereto and made a part hereof.

2.20 "Limited Common Elements" mean those Common Elements which are reserved for the use of a certain unit or units to the exclusion of the other units as specified in the Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.

2.21 "Unit" means a part of the Condominium Property which is subject to exclusive private ownership.

2.22 "Unit Owner" or "Owner of a Unit" or "Owner" means the record owner of a Condominium Unit.

Whenever the context so permits, the use of the singular shall include the plural, and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

3. Description.

3.1 Units. The Developer intends to construct one Building, containing 18 Units. Each Unit is identified by letter, name or number, so that neither unit bears the same designation as the other unit. The designation of each of such Units is set forth on Exhibit "B" attached hereto and made a part hereof. Exhibit "B" consists of a survey of the property, a graphic description of the Improvements located thereon, including, but not limited to, the Building in which the Units are located, and a plot plan thereof. Said Exhibit "B", together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with a Unit an appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration or the Act.

3.2 Unit Boundaries. Each Unit shall include that part of the Building containing the Unit that lies within the boundaries of the unit as follows:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their intersections with the perimetrical boundaries:

(i) Upper Boundaries. The upper boundary is the horizontal plane of the unfinished lower surface of the drywall or plaster ceiling of the unit.

(ii) Lower Boundaries. The lower boundary is the horizontal plane of the upper surface of the undecorated finished floor of the unit.

(b) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished drywall, plaster or paneling lining the interior walls bounding the Unit extending to the intersections with each other, and with the upper and lower boundaries. Exterior surfaces of screening, windows, window facings, door, sliding glass doors, and unfinished exterior door facings shall be included within the boundaries of the units.

The owner of each Unit shall not be deemed to own the decorated and finished surfaces of the exterior permitted

walls, or the undecorated and/or unfinished surfaces of the perimeter floors and ceilings surrounding his respective condominium unit, nor shall the owner be deemed to own pipes, wires, conduits, air passageways and ducts or other public utility lines running through or adjacent to said condominium unit or the common areas, which items are by these presents hereby made a part of the common elements. The Units shall include all plumbing and electrical lines, equipment and fixtures located within the boundaries of the Unit, together with plumbing and electrical and other utility lines within the Common Elements which serve the Unit only.

(c) Air Conditioning/Heating. Any air conditioning/heating equipment which services only a single Unit shall be considered part of said Unit and not a Common Element.

3.4 Limited Common Elements. Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto, vesting in the Owner of each such Unit the exclusive right to use such Limited Common Elements:

(a) Terraces. Any terrace (and all improvements thereto) as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion to others shall be a Limited Common Element of such Unit(s).

(b) Storage Room. Each Unit shall be assigned one (1) storage room to be used for storage within the storage room areas located on the ground floor as shown on the survey attached hereto as Exhibit "B". Each storage room once assigned, shall become a Limited Common Element appurtenant to the Unit to which it is assigned.

(c) Parking Spaces. Each Unit except for Units E-1, E-2 and E-3 will be assigned two (2) parking spaces as Limited Common Elements appurtenant to the Units to which said spaces are assigned. Records of the assignment of parking spaces shall be maintained by the Association and shall not be placed of public record. Handicapped parking spaces may be initially assigned to non-handicapped Unit Owners, however, such spaces are designated for use by handicapped Unit Owners with vehicles bearing handicapped license or decal in accordance with Florida law. In the event a handicapped Unit Owner requests use of such space, the space shall be reassigned by the Association to the handicapped Unit Owner as a Limited Common Element appurtenant to his or her Unit and the space assigned initially to such handicapped Unit Owner shall be reassigned by the Association to the holder of such space as a Limited Common Element appurtenant to that Owner's Unit.

(d) Cabana Storage. Cabanas storage will be assigned by the Developer, based on its determination of marketing factors, and upon assignment will become Limited Common Elements appurtenant to the Units to which such cabana storage are assigned. Records of the assignment of cabanas storage shall be maintained by the Association and shall not be placed of public record.

3.5 Easements. The following easements are hereby created (in addition to any easements created under the Act).

(a) Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

(b) Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television, communications and security systems, and other services and drainage in order to serve the Condominium. A Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications and security systems, or other service or drainage facilities or the use of these easements. The Board of Directors of the Association or its designee shall have a right of access to each Unit to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications and similar systems, service and drainage facilities, and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1)

(1) day's notice (which notice shall not, however, be required if the Unit Owner is absent when the giving of notice is attempted).

(c) Encroachments. If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the Improvements; (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of the Association or Developer, as appropriate, or (iv) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such even, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Improvements shall stand.

(d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, though and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. None of the easements specified in this subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements automatically shall be subordinate to the rights of the Unit Owners and the Association with respect to such easements.

(e) Construction; Maintenance. The Developer (including its designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any Improvements or Units located or to be located thereon, and for repair, replacement and maintenance purposes or where the Developer, in its sole discretion, determines that it is required or desires to do so.

(f) Sales Activity. For as long as there are any unsold Units, the Developer, its designees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements for guest accommodations, model apartments and sales, management and construction offices, to show model Units and the Common Elements to prospective purchasers and tenants of Units within the Condominium and to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease.

(g) Association. The Association shall have an easement of access over, under and through the Condominium Property for the purpose of performing its lawful functions pursuant to this Declaration, including, without limitation, the maintenance of improvements, parking areas, utility lines and equipment, driveways, landscaped areas and any privacy wall/fence located along the boundary of the Condominium Property.

(h) Additional Easements. The Developer or Association, by and through the Board of Directors on behalf of all Unit Owners, shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications, service or other easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or relocate any such existing easements or drainage facilities, in any portion of the Condominium Property and to grant access easements or relocate any existing access easements in any portion of the Condominium Property as the Developer or Board shall deem necessary or desirable, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.

4. Ownership of Common Elements and Share of Common Expenses; Voting Rights.

4.1 Identification of Units, Common Elements, Share in Common Elements, Prorations. The following facilities will be constructed within the Condominium Property for the exclusive use of Unit Owners and their family members, guests, tenants and invitees. The Condominium will contain the following Common Elements:

(a) Lobby. There is one entrance lobby of approximately 100 square feet accommodating

approximately 5 people.

- (b) Additional Areas. There will be in addition to the entrance lobby and electrical/mechanical room.
- (c) Parking. There will be 36 total parking spaces, 2 of which will be visitor; and 1 of which will be handicapped.
- (d) Storage Rooms. On the ground floor parking level there will be storage areas as set forth on Exhibit "B".
- (e) Poolside Spa. There will be a heated poolside spa.
- (f) Swimming Pool. There will be a heated swimming pool including a pool deck.
- (g) Utilities. There will be utility lines, facilities and equipment including, without limitation, water distribution lines, sanitary sewer lines and equipment, storm drainage lines and facilities, fire lines and irrigation systems and equipment located on the Condominium Property.
- (h) Equipment, Personal Property and Permits. Developer will provide garage door security gates.
- (i) Any portion or portions of the condominium property not included in the units or designated a limited common element.
- (j) The common elements designated by this Declaration may be enlarged by an amendment to this Declaration. Such amendment shall be approved and executed in the manner hereinafter required for amendments to this Declaration.

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

4.2 Percentage Ownership and Shares. The undivided interest owned by each unit owner in the common elements is as set forth on Exhibit "B" attached hereto and made a part hereof. The percentage assigned to each unit shall be the basis upon which assessments are made as provided for herein.

4.3 Voting. Subject to the provision of the ByLaws of the Association applicable thereto, a Unit Owner shall be a member of the Association.

5. Restraint Upon Separation and Partition of Common Elements.

5.1 The undivided share in the Common Elements which is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described.

5.2 The appurtenant share in the Common Elements and the exclusive right to use all Limited Common Elements appurtenant to a Unit, cannot be conveyed or encumbered except together with the Unit.

5.3 The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie.

6. Amendments. Except as elsewhere provided herein, amendments to this Declaration may be made as follows:

6.1 By The Association. This Declaration may be modified or amended by notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered. An amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the members of the Association. Except as elsewhere provided, approvals of proposed amendments must be by affirmative vote of Unit Owners owning in excess of 75% of the Units. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the secretary at or prior to the meeting. The Association reserves the right to amend this Declaration and the Exhibits annexed hereto so as to correct any errors or omissions not materially and adversely affecting the rights of the Unit Owners. Amendments enacted to correct errors or omissions may be approved by a majority of the Board of Directors of the Association.

6.2 By Agreement. In the alternative to the procedure set forth above, an amendment may be made by an Agreement signed and acknowledged by all of the record owners of units in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the public records of Pinellas County, Florida.

6.3 By The Developer. The Developer, during the time it has the right to elect a majority of the Board of Directors of the Association, may amend the Declaration, the Articles of Incorporation or the By-Laws of the Association to correct an omission or error, or effect any other amendment, except that this procedure for amendment cannot be used if such an amendment would materially and adversely affect substantial property rights of Unit Owners, unless the affected Unit Owners consent thereto. Further, the Developer shall not be permitted to make any amendment which requires the approval of Unit Owners under Section 718.110(4) or (8) of the Act without first obtaining such approval.

6.4 Unit Size, Insurance & Repair. No amendment shall change the configuration of size of any condominium unit in any material fashion, materially alter or modify the appurtenances to such unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus unless the record owner thereof and all record owners of liens thereon shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any change to the Section of this Declaration entitled "Insurance" or to the Section of this Declaration entitled "Reconstruction or Repair After Fire or Other Casualty" which materially affect mortgagees unless said mortgagees join in the execution of the amendment. In no event shall the consent or joinder of mortgagees be required unless the amendment materially affects the rights or interest of the mortgagees or is otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation and such consent or joinder may not be unreasonably withheld. Any amendment to this Declaration which would effect the surface water management system (hereafter defined), including water management portions of the Common Elements, must have the prior approval of the Southwest Florida Water Management District.

6.5 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of the deed. Amendments by the Developer must be evidenced by a similar certificate executed by the Developer alone. An amendment of the Declaration is effective when the applicable certificate is properly recorded in the public records of the County.

7. Termination of Condominium.

7.1 The Condominium shall continue (unless earlier terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration) for a term of thirty (30) years from the date this Declaration is recorded, after which time the covenants and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years, unless prior to the end of such thirty (30) year period or prior to the end of any successive ten (10) year period, an instrument is duly executed by all of the Unit Owners and by all record owners of first mortgages on the Units agreeing to terminate the covenants and restrictions herein contained at the end of such period of time, which duly executed instrument shall be recorded in the public records of Pinellas County, Florida.

7.2 In the event the Board of Directors intends to terminate the Condominium, notice must be provided to the Department of Business & Professional Regulations, Division of Florida Land Sales, Condominiums and Mobile Homes of such intent before taking any action to terminate the Condominium.

7.3 In said event, all easements and easement rights herein contained shall not be terminated, but shall continue in perpetuity although the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee or lienor as if owned in common in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective interests in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens, on his Unit in the order of their priority.

7.4 The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the bases of the termination and said certificate shall be recorded among the public records of the County. The Association shall notify the Florida Department of Business & Professional Regulations, Division of Florida Land Sales, Condominiums and Mobile Homes within thirty (30) working days of such termination, which notice shall include the date the certificate was recorded, the county where it was recorded and the official records book and page number, and a copy of the recorded termination notice certified by the Clerk of Court.

This Section may not be amended without the affirmative vote of Unit Owners owning not less than 80% of the Units.

8. Maintenance and Repairs.

8.1 Units and Limited Common Elements. All maintenance, repairs and replacements of, in or to any Unit and Limited Common Elements including Cabana Storage appurtenant thereto, whether structural or nonstructural, ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of screens, the entrance door and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air conditioning equipment, fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces and the entire interior of the Unit lying within the boundaries of the Unit or other property belonging to the Unit Owner shall be performed by the Owner of such Unit and at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.

Specifically, Unit Owners shall be responsible to clean the interior of all windows and the exterior of all windows that can be accessed from the interior of the Unit. The Association shall clean the exterior surfaces of curtain walls when deemed necessary by the Board of Directors of the Association. Unit Owners shall maintain the terrace appurtenant to their Unit(s) and shall keep the same neat and tidy, except that in order to maintain a uniform appearance, the Association will paint the exterior walls and railing of the terrace when deemed necessary by the Board of Directors of the Association.

8.2 Common Elements. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements (other than certain Limited Common Elements) shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense. The Association shall be responsible for the operation and maintenance of the improvements, facilities and systems utilized in connection with the storm and surface water collection, retention, detention, drainage and disposal services for the Condominium Property.

8.3 Specific Unit Owner Responsibility. The obligation to maintain and repair any air conditioning equipment, plumbing or electrical fixtures or other items of property which service a particular Unit or Units shall be the responsibility of the applicable Unit Owner(s), individually, and not the Association.

9. Additions, Alterations or Improvements by the Association. Whenever in the judgment of the Board of Directors, the Common Elements, or any party thereof, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of five percent (5%) of the annual budget in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making

of such additions, alterations or improvements shall have been approved by a majority of the Units represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate less than five percent (5%) in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall be as a "Capital Improvement Assessment" of the Unit Owners as provided for herein. For purposes of this section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above stated purposes, regardless of whether the repayment of any part of that debt is made beyond that year.

10. Additions, Alterations or Improvements by Unit Owner.

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

10.2 Additions, Alterations or Improvements by Developer. The Developer shall have the additional right, without the consent or approval of the Board of Directors or other Unit Owners, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it and Limited Common Elements appurtenant thereto (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the Improvements). Notwithstanding the foregoing, none of the alterations described above may result in a change in the configuration or size of a Unit in any material fashion without the approval of the Owners of the Unit(s) affected, the approval of all owners of mortgages and liens on the affected Unit(s), and the approval of the record Owners of all other Units.

11. Developer's Right. The Developer shall have the right, without the vote or consent of the Association or Unit Owners, to (i) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary, and (ii) change the layout or number of rooms in any Developer owned Units, subject to the requirements of this Declaration, if applicable.

12. Operation of the Condominium by the Association, Powers and Duties.

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

(a) The irrevocable right to have access to each Unit and its Limited Common Elements from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein or performing extermination services, or at any time and by force, if necessary, for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units.

(b) The power to make and collect Assessments and other charges against Unit Owners and to lease, maintain, repair or replace the Common Elements.

(c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times upon their request.

(d) The power to contract for the management and maintenance of the Condominium Property and to authorize a duly licensed management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the Condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(e) The power to borrow money, execute promissory notes and other evidence of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, if any, provided that such actions are approved by a majority of the entire membership of the Board of Directors and of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing, provided further that no such action shall be permitted while the Developer owns any Unit without the prior written consent of the Developer.

(f) The power to charge a fee for the exclusive use of any Common Elements by an Owner.

(g) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Condominium Property.

(h) The power to acquire real and personal property. Personal property shall be acquired upon a majority vote of the Board of Directors. Real property shall be acquired upon a majority vote of the Board of Directors; provided that the requirements of the declaration pertaining to the Unit Owners' approval of costs in excess of the threshold amount stated therein (including the proviso as to the debt incurred) shall also apply to the acquisition of real property; provided further, however, that the acquisition of a Unit as a result of a foreclosure of the lien for Assessments shall be made upon a majority vote of the Board of Directors, regardless of the price for same.

(i) The authority to operate and maintain the improvements, facilities and systems utilized in connection with the storm and surface water collection, retention, detention, drainage and disposal services for the Condominium (the "surface water management system").

(j) All of the powers which a corporation not for profit in the State of Florida may exercise pursuant to this Declaration, the Articles of Incorporation and By-Laws, Chapters 607 and 617, Florida Statutes and the Act, in all cases except as expressly limited or restricted in the Act.

In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration or the exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate authority over the Condominium, consistent with the Act.

12.2 Limitation of Liability of Association. Notwithstanding the duty of the Association to maintain and

repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Unit Owners regardless if whether or not the same shall have been approved by the Association.

Notwithstanding anything contained herein or in the Articles of Incorporation, By-Laws, any rules or regulations of the Association or any other document governing or binding the Association (collectively, the "Association Documents"), the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Condominium Property including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) It is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the use of the Condominium Property have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Condominium Property and the value thereof; and

(b) Any provision of the Association Documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further health, safety or welfare of any such person(s), even if assessment funds are chosen to be used for any such reason.

Each Unit Owner (by virtue of his or her acceptance of title to his or her Unit) and each other person having an interest in or lien upon, or making any use of, any portion of the Condominium Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this provision.

As used in this Section, "Association" shall include within its meaning all of the Association's Directors, officers, committee and Board members, employees successors and assigns. The provisions of this Article shall also inure to the benefit of the Developer and its affiliates, which shall be fully protected hereunder.

12.3 Restraint Upon Assignment of Shares In Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his or her Unit.

12.4 Legal Matters. 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. Nothing herein shall limit any statutory or common law right of any individual unit owner or class of unit owners to bring any action which may otherwise be available in any court.

12.5 Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of the Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

13. Common Expenses and Fixing of Assessments Therefor. The Board of Directors shall from time to time, and

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

14. Collection of Assessments.

14.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all Assessments coming due which he or she is the Unit Owner. In the case of a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his or her share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

14.2 Special and Capital Improvement Assessments. In addition to Assessments levied by the Association to meet the Common Expenses of the Condominium, the Board of Directors may, except as otherwise provided in the Declaration, levy "Special Assessments" and "Capital Improvement Assessments" upon the following terms and conditions:

(a) "Special Assessments" shall mean or refer to a charge against each Owner and his or her Unit, representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements.

(b) "Capital Improvement Assessments" shall mean and refer to a charge against each Owner and his or her Unit, representing a portion of the costs incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from repairs and maintenance) of any capital improvements located or to be located within the Common Elements.

(c) Special Assessments and Capital Improvement Assessments may be levied by the Board of Directors and shall be payable in lump sums or installments, in the discretion of the Board; provided that, if such Special or Capital Improvement Assessments, in the aggregate in any year, exceed \$10,000.00 or cause the total Assessments levied to exceed 115% of Assessments for the preceding calendar year, for any purpose other than the exercise of the Association's right to purchase a Unit pursuant to this Declaration, the Board must obtain approval of a majority of the Units represented at a meeting at which a quorum is attained.

14.3 Default in Payment of Assessments.

a. The Association shall have a lien on each condominium parcel for any unpaid assessment and interest thereon against the unit owner of such condominium parcel until paid. Such lien shall also secure the costs of recording the claim of lien and all court costs, including but not limited to, filing and service of process fees, and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, including same if an appeal is taken.

b. Such lien shall be effective from and after the time of recording in the public records of

Pinellas County, Florida and shall relate back to the recording of the Declaration, provided that as to a first mortgagee, the lien is effective from and after recording of the claim of lien, a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid but in no event for a period exceeding one year, unless lien enforcement action has commenced in a court of competent jurisdiction during such year. The one year period shall automatically be extended for any length of time during which the Association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the Unit Owner or any other person claiming an interest in the Condominium Parcel. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded. Such claims of liens shall be signed and verified by an officer or agent of the Association and shall then be entitled to be recorded. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien.

c. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at eighteen percent (18%) per annum from the date due until paid and shall be subject to an administrative late fee in an amount not to exceed the greater of \$25.00 or five percent (5%) of each delinquent installment.

d. Liens for assessments may be foreclosed by suit brought in the name of the Association for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days' prior written notice to the applicable Unit Owner and the recording of a claim of lien, the Association may declare the Assessment installments to be accelerated which accelerated Assessment installments shall include the amount due to the remainder of the budget year in which the claim of the lien was filed, and shall thereupon be immediately due and payable. In the event that the amount of such Assessment installments change prior to the end of the budget year, the Unit Owner of the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

e. Any payments received by the Association from a delinquent Unit Owner shall be applied first to any interest accrued as provided above, then to any administrative late fee, then to any costs and reasonable attorneys fees incurred in collection as aforesaid and then to the delinquent and any accelerated Assessment.

14.4 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

14.5 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent, the expenses of such receiver to be paid by the party which does not prevail in the foreclosure action.

14.6 First Mortgagee. In the event a first mortgagee or other purchaser shall obtain title to a Unit as a result of a foreclosure action in which the Association has been joined as a defendant, or as a result of a deed given in lieu of foreclosure or in satisfaction of debt, such acquirer of title or its successors and assigns ("first mortgagee") shall be liable

for the share of Common Expenses or Assessments or other charges imposed by the Association pertaining to such Condominium Parcel or chargeable to the former Unit Owner of such Condominium Parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu of foreclosure or in satisfaction of debt. However, the first mortgagee's liability as aforesaid shall be limited to (i) the Units Common Expenses or Assessments which accrued or came due during the six months immediately preceding the acquisition of title and for which payment in full has not been received by the Association or (ii) one percent (1%) of the original mortgage debt, whichever is less. The provisions of this Section shall not apply unless the first mortgagee joins the Association as a defendant in the foreclosure action. Joinder is not required if, on the date the complaint is filed, the Association was dissolved, administratively or otherwise, or did not maintain an office or agent for service of process at a location which was known or reasonably discoverable by the first mortgagee by the date the foreclosure action was filed. The person acquiring title shall pay the amount owed to the Association within thirty (30) days of transfer of title. The unpaid share of Common Expenses or Assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer and its successors and assigns. A first mortgagee acquiring title to a Condominium Parcel as a result of a foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such Condominium Parcel, whether or not the Unit is occupied, be excused from the payment of same or all of the Common Expenses coming due during the period of such ownership.

14.7 Certificate of Unpaid Assessments. Upon fifteen (15) days written notice, any unit owner or mortgagee of the unit shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

14.8 Installments. Regular Assessments shall be collected monthly or quarterly, in advance, as determined from time to time by the Board of Directors. Initially, Assessments will be collected monthly.

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

15.1 Authority to Purchase; Named Insured. All insurance policies described herein covering portions of the Condominium Property shall be purchased by the Association and shall be issued by an insurance company or provider authorized to do business in Florida. The named insured shall be the Association, individually, and as agent for the Unit Owners, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds. Provision shall be made for the issuance of mortgagee endorsements to the mortgagees of Unit Owners. Unit Owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expenses. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed). One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

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

(a) Casualty. All Buildings and improvements upon the land of this Condominium, including all fixtures, installations or additions comprising that part of the Building within the boundaries of the Units and required by the Act to be insured under the Association's policy(ies) - but excluding (i) all furniture, furnishings, floor coverings, wall coverings and ceiling coverings or other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners, and (ii) electrical fixtures, appliances, air conditioners or heating equipment, water heaters and built-in cabinets which are located in Units and the repair and replacement responsibility of Owners - and all Improvements located on the Common Elements or Association Property from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Elements or Association Property (collectively the "Insured Property"), shall be insured against casualty loss (excluding loss by flood and other causes excluded from typical condominium package policy) in an amount not less than 100% of the full insurable replacement cost thereof,

excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(b) Public Liability. Comprehensive general public liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property including hired automobile and non-owned automobile coverages, in the minimum amount of \$1,000,000 or such greater amount as shall be required by the Board of Directors of the Association.

(c) Worker's Compensation. Worker's Compensation and other mandatory insurance, when applicable and to meet the requirements of law.

(d) Flood Insurance. Flood Insurance shall be secured. The Board of Directors shall determine the nature and amount of coverage to be obtained but as a minimum, such coverage as to satisfy requirements of federal law.

(e) Fidelity Insurance. If required by the Act, fidelity insurance covering all persons who control or disburse Association funds.

(f) Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(g) Policy Provisions. When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, a member of the Board of Directors of the Association, one or more Unit Owners or as a result of contractual undertakings. Additionally, if appropriate and obtainable, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss. All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the named insureds, including all mortgagees of Units.

(j) Disclaimer. All Unit Owners, mortgagees and others should be aware of the fact that because of exclusions from coverage, changes in construction costs, land and profit components in sales prices and other factors, the amount of insurance coverage available in the event of substantial damage to the Condominium Property, the proceeds available for reconstruction and/or retirement of mortgage debt may not be entirely sufficient for such purposes. Accordingly, all persons are advised to consult with their own insurance providers as to what supplemental coverage may be available under their own policies to mitigate any impact of a shortage of proceeds for Association policies.

15.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense chargeable as part of the budget expenses of this condominium. Premiums may be financed in such manner as the Board of Directors deems appropriate.

15.5 Insurance Trustee; Share of Proceeds. All insurance policies purchased by the Association for this condominium shall be for the benefit of the Association and the unit owners of this condominium and their mortgagees as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which may be designated by the Board of Directors and which, if so appointed, shall be a bank or trust company in Florida with trust powers, with its principal place of business in the State of Florida or one or more of the Directors or Officers of the Homeowners Association. The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint such Trustee,

the Association will perform directly all obligations imposed upon such Trustee by this Declaration. Fees and expenses of any insurance Trustee are Common Expenses. The Insurance Trustee shall not be liable for payment of premiums, not for the renewal or the sufficiency of policies, not for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but shares need not be set forth on the records of the Insurance Trustee:

(a) Common Elements. Proceeds on account of damage to the Common Elements shall be held in individual shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit, except in regard to limited common elements which shall be allocated for this purpose as units under paragraph (b) below.

(b) Units and Buildings. Proceeds on account of damage solely to Units or their terraces and/or certain portions or all of the contents thereof not included in the Insured Property (all as determined by the Association in its sole discretion), if any is collected by reason of optional insurance which the Association elects to carry thereon, shall be held for the benefit of Owners of Units or other Buildings damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interest may appear, provided; however, no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

15.6 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

(a) Expenses of the Trust. All expenses of the Insurance Trustee shall be first paid or provision shall be made thereof.

(b) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 14.5 above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.

(d) Certificate. In making distributions to Unit Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.

15.7 Association as Agent. Except as otherwise required by the Condominium Act or the ByLaws of the Association, the Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

15.8 Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner arising from occurrences within his Unit, nor casualty or theft

loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Owner desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association. The foregoing shall also apply to terraces of Units, assigned storage lockers, and other Limited Common Elements.

16. Reconstruction or Repair After Fire or Other Casualty.

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

If 75% or more of the Insured Property is substantially damaged or destroyed and if Unit Owners owning 80% of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and a majority of Institutional First Mortgagees approve such resolution, the Condominium Property will not be repaired or and shall be subject to an action for partition instituted by the Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage to the Insured Property other than that proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to the Optional Property, if any, and/or that portion of the Insured Property lying within the boundaries of the Unit), provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Unit in order of priority of such mortgages and liens.

Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Insurance Trustee (if appointed) notified the Board of Directors and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Insurance Trustee (if appointed) notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

16.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association and then applicable building and other codes, and if the damaged property which is to be altered is the Building or the Optional Property, by the Owners of not less than 80% of the applicable interests in the Common Elements, as well as the Owners of all Units, Limited Common Elements and other portions of the Optional Property (and their respective mortgagees) the plans for which are to be altered.

16.3 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments shall be in proportion to all of the Owners' respective shares in the Common Elements. In the event of insufficient proceeds of insurance on Optional Property, the shortage shall be the individual responsibility of the Owners thereof.

16.4 Responsibility. If the damage is only to those parts of one unit for which the responsibility of maintenance and repair is that of the unit owner, then the Unit Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board of Directors. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

(a) Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(i) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than \$500,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

(ii) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$500,000.00, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon the further approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.

(iii) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance shall be paid to the Unit Owners and their mortgagees jointly, who may use such proceeds as they may be advised.

(iv) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.

(v) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect, engineer or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid are due and properly payable stating the name of the payee and the amount to be paid; provided that when a mortgagee is required in this Declaration to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

16.5 Benefit of Mortgagees. Certain provisions in this Section 16 are for the benefit of mortgagees of Units and may be enforced by any of them.

17. Selling, Transfer, and Leasing of Units.

17.1 Selling, Transfer and Leasing. In the event a unit owner wishes to sell, transfer or lease his unit (for a period of one year or more), he shall first deliver written notice containing a copy of the proposed contract or lease with the name and address of the proposed purchaser or lessee to the Association notifying it of his intention to accept the same. There shall be no sale, lease or transfer of interest, legal or beneficial, nor transfer of possession of a Unit without the prior written approval of the Board of Directors of the Association. Any Unit Owner desiring to sell, lease or deliver possession of a Unit shall submit to the Board an application for approval, which application shall be in writing and in

a form approved by the Association, and shall provide the name, address, and telephone number of the desired purchaser or tenant, the names of all intended occupants of the Unit, together with such other information as the Board may reasonably require. The Board must either approve or disapprove the request within ten (10) days after its receipt of the request or such supplemental information as it may reasonably require. If a sale is approved, a recordable Certificate of Approval shall be executed by the Association to be recorded at the expense of the purchaser. If a lease is approved, a written notice of approval will be provided by the Association. The Board's failure to give the Unit Owner the Certificate of Approval or written notice of approval, or written notice of disapproval within the ten (10) day period shall be deemed to be the Board's consent to the same.

17.2 Lease. No lease shall be valid or approved for a term of less than one (1) month. In the event of leasing of Units, the Board shall have the right to require that a substantially uniform form of lease be used. No portion of a Unit (other than an entire Unit) may be rented. All leases shall provide (or be automatically deemed to provide, absent an express statement) that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation, By-Laws, and Rules and Regulations of the Association. Regardless of whether or not expressed in the applicable lease, the Unit Owner shall be jointly and severally liable to the Association for the acts and omissions of his or her tenant(s) which constitute a violation of, or non compliance with, the provisions of this Declaration, the Articles, By-Laws and of any and all rules and regulations of the Association.

17.3 Partial Transfer. In the event a corporation, partnership, trust or other legal entity owns a Unit, the transfer of all or substantially all of the beneficial ownership of such entity shall be considered a transfer of interest in the Unit.

17.4 Developer. The provisions of this Section shall not apply to the sale of Units by the Developer. The provisions of this Section shall not apply to a transfer or purchase by Institutional First Mortgagees which acquire title as a result of their mortgage lien on the Unit, regardless of whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall this Section require approval of a purchaser who acquires title to a Unit at a duly advertised public sale, with open bidding provided by law, including but not limited to an execution sale, a foreclosure sale, a judicial or a tax sale.

17.5 Transfer Fee. No fee shall be charged by the Association in connection with the transfer or approval which is in excess of the expenditures reasonably required for such a transfer, nor shall the expense exceed the fee permitted under the Act, from time to time, which at the time of recording of this Declaration is \$100.00.

17.6 Option of Association. In the event any Unit Owner desires to sell, or lease his or her Unit, the Association shall have the option to purchase or lease any such Unit upon the same terms and conditions as are offered by the Unit Owner to any third party, subject to the following:

(a) Prior to the sale, rental, lease or transfer of any Unit to any person other than the transferor's spouse, a member of his or her immediate family, or a wholly owned corporation, the Unit Owner shall notify the Board in writing of the name and address of the person to whom the proposed sale, rental, lease or transfer is to be made, the terms and conditions of the sale or lease, and provided a copy of the purchase agreement or lease, with such other information as may be reasonably required by the Board.

(b) Within ten (10) days after its receipt of said notice and such supplemental information as it may reasonably require, the Board may exercise its right to purchase or lease, in writing, and shall promptly notify the Unit Owner of its decision.

(c) If the Board notifies the Unit Owner of its intent to exercise this option, it shall deliver to the Unit Owner the deposit required under the terms of the proposed sale or lease within the above mentioned ten (10) day period and shall then be obligated to close the sale or lease of the Unit in accordance with the terms and conditions of the proposed sale or lease agreement previously furnished to it. If the Board furnishes the Unit Owner with written notice of its intent to exercise the option, but fails to deliver the required deposit within the ten (10) days period, such failure shall be deemed to be a consent to the sale or lease to the contract purchaser or tenant. Approval of the sale constitutes

a waiver of the option.

(i) If the Board timely notifies the Unit Owner of its exercise of this option and accompanies its notice with the required deposit, the Association's obligation to purchase the Unit as provided herein may be assigned by the Association to any member or members as shall be determined solely by the Association.

(ii) Upon receipt of the deposit and the Board's notice of intent to exercise the option, the selling Unit Owner may either close the proposed sale of his or her Unit with the Association or a member or members to whom the Association's obligation to purchase the Unit has been assigned or withdraw the offer specified in its notice to the Board. If the Association or the member to whom the option has been assigned fails to close the proposed sale under the terms and conditions of said notice, the deposit previously delivered by the Association shall be retained by the Unit Owner as liquidated damages and the Unit Owner shall thereafter be free to consummate the transaction with the party who made the original bona fide offer.

17.7 No Severance of Ownership. No part of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include the Unit's appurtenant interest in the Common Elements.

17.8 Transfer Void. Any attempt to sell or lease a unit without the prior written approval of the Association shall be deemed a breach of this Declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon any purchaser or lessee; provided, however, any deed or lease may be validated by subsequent approval of the Association in the event of a sale or lease without prior approval as herein provided.

17.9 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer his Unit by gift, to devise his Unit by will, or to have Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section.

17.10 Cabana Storage and Parking Spaces. No cabana storage or parking space shall be assigned to a person or entity who/which is not also an Owner of a Unit and shall become upon assignment a Limited Common Element appurtenant to the Unit to which it is assigned. Further, no cabana storage or parking space shall be leased to a person or entity who/which is not a tenant or Owner of a Unit.

18. Condemnation.

18.1 Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, or the amount of that award shall be set off against the sums hereafter made payable to the defaulting Owner (and if the award exceeds such sums, the Association shall have the right to bring legal action against the Owner).

18.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

18.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and Special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement

of funds by the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section specifically provided.

18.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit or its Limited Common Elements and the remaining portion of the Unit can be made habitable (in the sole opinion of the Association), the award for the taking of a portion of the Unit or its Limited Common Elements shall be used for the following purposes in the order stated and the following changes shall be made in the Condominium:

(a) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be the individual responsibility of the Owner of the Unit.

(b) Distribution of Surplus. The balance of the award in respect of the Unit or its Limited Common Elements, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees.

(c) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking the percentage representing the share in the Common Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be reduced by multiplying the percentage of the applicable Unit prior to the reduction by a fraction, the numerator of which shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the Unit before the taking. The shares of all Unit Owners in the Common Elements, Common Expenses and Common Surplus shall then be restated as follows:

(i) add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and

(ii) divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit. No Limited Common Elements shall be used in the aforesaid calculations.

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

(a) Payment of Award. The awards shall be paid first to the applicable Institutional First Mortgagees in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

(b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.

(c) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This shall be effected by restating the shares of continuing Unit Owners as follows:

(i) add the total of all percentages of all Units of continuing Owners prior to this adjustment, but after any adjustments made necessary by subsection 18.4(c) hereof (the "Percentage Balance"); and

(ii) divide the percentage of each Unit of a continuing Owner prior to this adjustment, but after any adjustments made necessary by subsection 18.4(c) hereof, by the Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

(d) Assessments. If the balance of the award (after payments to the Unit Owner and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effective by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

(e) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within 30 days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of the taking.

18.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of the Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the award for the taking; the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

18.7 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of a majority of all Directors of the Association.

19. Occupancy and Use Restrictions. In addition to the other obligations, duties and restrictions herein set forth, the use of the condominium property shall be in accordance with the following provisions so long as the condominium exists:

19.1 Assessments. Each unit owner shall promptly pay the assessment levied by the Association when due.

19.2 Clean Condition. All parts of the condominium shall be kept in a sanitary and clean condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No electrical device creating unusual electrical overloading or interference with radio or TV sets of others may be used in the units or common elements without the permission of the other unit owner. Each unit owner shall be responsible for deposition all garbage in the garbage dumpster and shall be prohibited from placing private garbage cans on the common elements. All unit owners must package their garbage in securely tied plastic bags before depositing garbage.

19.3 Rental or Investment. Each unit owner is responsible for the leasing or rental of his unit and acknowledge that no representations have been made by the Developer or the Association or any member thereof regarding the feasibility of the purchase of his unit for an investment or lease purpose.

19.4 Occupancy. Each Unit shall be used as a residence and occupied by one (1) family only, except as otherwise herein expressly provided. A Unit owned by an individual, corporation, partnership, trust or other fiduciary

may only be occupied by the following persons, and such persons' families, provided that the Unit Owner or other permitted occupant must reside with his/her family: (i) the individual Unit Owner, (ii) an officer, director, stockholder, employee or designee of such corporation, (iii) a partner, employee or designee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be. Occupants of an approved leased or subleased Unit must be the following persons, and such persons' families who reside with them: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder, employee or designee of a corporate lessee or sublessee, (iii) a partner, employee or designee of a partnership lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. In no event shall occupancy of a Unit (except for temporary occupancy by visiting guests) exceed three (3) persons per bedroom. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this subsection shall not be applicable to Units used by the Developer for model apartments, guest accommodations, sales or other offices or management services.

19.5 Children. Children shall be permitted to reside in Units but shall be subject to the age restrictions imposed as to use of certain recreation facilities, as provided in the rules and regulations of the Association. All such children shall be under the control of a responsible adult when occupying or using common areas.

19.6 Pets. Unit owners or occupant (regardless of the number of joint owners or occupants) may maintain no more than one (1) household pets in his or her Unit, which shall be limited to dog(s) or cat(s) with a total weight of not more than forty (40) pounds at maturity (or other household pet defined as such and specifically permitted by the Board of Directors of the Association), provided it is not kept, bred or maintained for any commercial purpose, does not become a nuisance or annoyance to neighbors and is first registered with the Association. No reptiles or wildlife shall be kept in or on the Condominium Property (including Units). There are no pet walk areas on the Condominium Property. Unit Owners must pick-up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be kept on a leash no more than six (6) feet in length at all times when outside the Unit. No pets may be kept in/on terraces when the Owner is not in the Unit. No pets shall be permitted on the beach. A violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property. This Section shall not prohibit the keeping of fish or a caged household-type bird(s) in a Unit, provided that a bird(s) is not kept on Limited Common Elements and does not become a nuisance or annoyance to neighbors. Notwithstanding any of the foregoing, however, neither this Section, any other provision of this Declaration nor any rule or regulation of the Association shall be enforced, adopted or amended so as to prohibit or unlawfully restrict any right of the Owner or occupant of a Unit to keep and use a seeing eye dog or other assistive animal for purposes provided for in any local, state or federal law, statute or ordinance protecting the applicable person's right to do so.

19.7 Alterations. Subject to the terms and conditions of this Declaration, no Unit Owner shall cause or allow improvements or changes to any Unit, Limited Common Elements appurtenant thereto or Common Elements, including, but not limited to installing screens or enclosures on terraces, patios, any electrical wiring, television or radio antenna, machinery, or additional air conditioning units, window fans, exhaust fans or in any manner changing the appearance of any portion of the Building, without obtaining the prior written consent of the Board of Directors of the Association (in the manner specified herein). Approval of the Board of Directors of the Association shall not be required for repainting, re-carpeting a previously carpeted area, or otherwise redecorating the interior of a Unit provided the same complies with all other terms and conditions of this Declaration.

19.8 Use of Common Elements. The common elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the Units. Parking spaces may be used only for the parking of passenger cars and/or SUV's; boats on trailer shall not be permitted to be stored at any time in any of the assigned or unassigned parking spaces.

19.9 Nuisances. No nuisances (as reasonably determined by the Board of Directors of the Association from time to time) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants.

19.10 Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the same shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction over the same, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section.

19.11 Floor Coverings and Sound Insulation. No hard-surfaced floor coverings shall be installed in any Unit or its appurtenant Limited Common Elements unless same is installed with acoustical cork insulation or alternative sound-absorbing backing meeting the requirements of the Board of Directors of the Association. A quarter inch rubber isolation appliance pad must be installed under all washers and dryers. Ceiling fans must have a minimum one (1) inch shaft between the ceiling and the motor mechanism and must be installed with isolation pads.

19.12 Signs and Exterior Improvements. No unit owner shall show any sign, advertisement or notice of any type on the common elements of his unit. No Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, terraces or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, window tinting, furniture, fixtures and equipment), or on the interior side thereof so as to be visible to the exterior, without the prior written consent of the Board of Directors of the Association. Specifically, no "For Rent", "For Sale" or any other sign shall be displayed or exposed to view by a Unit Owner or other occupant. To insure a uniform appearance on the exterior of the Building, all window coverings, including, but not limited to verticals, shades, sheers, curtains, drapes, miniblinds and venetian blinds shall be faced on the exterior with white material approved by the Association. The furnishings and decorations which Unit Owners may place in, on or about the terraces may be subject to such additional rules and regulations as the Board of Directors of the Association may adopt from time to time. No rugs or mops shall be shaken or hung from or on any of the windows, doors, deck railings or terraces. No clothes, sheets, blankets, towels, bathing suits, laundry or any other kind of articles shall be hung out of a condominium parcel or exposed on the common elements.

19.13 Handicapped Parking; Commercial/Recreational Vehicles, Motorcycles and Trailers. Parking spaces designated as "handicapped parking" within the Common Elements of the Condominium are reserved for the exclusive use of the handicapped residents and guests. Except as permitted below, no commercial vehicles, campers, mobile homes, recreational vehicles or boat or other trailers shall be kept on the Condominium Property, in exterior parking areas or within covered parking spaces. For purposes of the foregoing, "commercial vehicles" shall mean those not designed or used for customary personal/family purposes. In general, vehicles shall have no more than four (4) wheels, two (2) axles, and be no longer than 17½ feet. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether same is a commercial vehicle. The foregoing shall not prohibit, however, (i) the parking of otherwise prohibited vehicles on the Condominium Property in the course of providing services to the Condominium Property, the occupants thereof or the Association or (ii) vans with windows which contain seating for at least four (4) persons, provided that such vans and trucks shall not bear commercial-type lettering or graphics. All vehicles kept on the Condominium Property shall be operational and in good condition. Only one vehicle is allowed to be parked in a parking space. Motorcycles are permitted on the property but are not allowed to be operated thereon. Motorcycles shall be started and turn off outside of the auto court. In the event of doubt or dispute as to whether a vehicle is prohibited by this Section, the good-faith determination of the Board of Directors shall be binding and conclusive.

19.14 Changes in Permitted Uses. No amendments to this Section 19, any other provision of this Declaration governing the use of Units or the Common Elements or to any Rules and Regulations of the Association shall operate to prohibit the keeping of a pet, parking of a vehicle or leasing or occupancy of a Unit where same was (i) permitted prior to the effectiveness of the amendment, (ii) being conducted in reliance on such permissibility and (iii) is continuing with the same pet, vehicle, lessee or occupant as existed prior to the effectiveness of the amendment. Likewise, no improvement made to or about any Unit (e.g., the installation of hurricane shutters) which was permitted at the time of its making shall be required to be removed by virtue of a change in permissibility of such types of improvements.

19.15 Cabana Storage. No exterior or structural alterations to the cabana storage shall be made without the

approval of the Board of Directors. Maintenance, repair and replacement of cabana storage shall be at the sole expense of the Unit Owner(s) to which the cabana storage has been assigned. There will be no exterior antennas, satellite dishes, cable or telephone hook-ups to the cabana storage. No air-conditioning or heating system may be installed in cabana storage. Ceiling fans are permitted. Cabana storage may not be used for overnight accommodations. No pet shall be permitted in any cabana storage. No cooking shall be permitted in cabana storage or on Condominium Property adjoining such cabana storage. At the election of the Board of Directors, electrical bills for cabana storage shall be apportioned to cabana storage owners on a per-unit basis.

19.16 Permitted Uses. No activity specifically permitted by this Declaration shall be deemed a nuisance.

19.17 Rules and Regulations and Relief. Reasonable, uniform rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors and/or members of the Association, in the manner provided by the Articles of Incorporation (Exhibit "D") and/or the ByLaws. Copies of such rules and regulations and amendments shall be furnished to all unit owners and residents of the condominium upon request. Each unit owner shall conform to and abide by the ByLaws and uniform rules and regulations of the Association which have been or are adopted concerning the condominium property and each unit owner shall see that all persons using the unit owners unit, by, through or under him, does likewise. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section for good cause shown.

20. Compliance and Default. Each Unit Owner and every occupant of a Unit and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

20.1 Enforcement.

(a) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days. The hearing shall be held before a committee of other Unit Owners appointed by the Board of Directors of the Association. If the committee does not agree with the fine, the fine may not be levied. The notice shall include:

(i) A statement of the date, time and place of the hearing.

(ii) A statement of the provisions of the Declaration, Association By-Laws or Association rules which have allegedly been violated; and

(iii) A short and plain statement of the matters asserted by the Association.

(b) The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

20.2 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his or her intentional act, negligence, misuse or neglect or by that of any member of his or her family or his or her guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association.

20.3 Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines or to sue in a court of law for damages.

20.4 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).

20.5 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

21. Additional Rights of Mortgagees and Others.

21.1 Institutional First Mortgagees shall have the right, upon written request to the Association, to: (i) examine the condominium documents and the Association's books and records, (ii) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (iii) receive notices of and attend Association meetings, (iv) receive notice of an alleged default in any obligations hereunder by any Unit Owner, on whose Unit such mortgagee holds a mortgage, which is not cured within thirty (30) days of notice of default to the Unit Owner, and (v) receive a notice of any substantial damage or loss to any portion of the Condominium Property.

21.2 Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Condominium Property or the affected mortgaged Unit, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, (iv) any proposed termination of the Condominium, and (v) any proposed action which requires the consent of a specified number of mortgage holders.

22. Covenant Running With the Land. All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable rules and regulations, as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations of the Association, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

23. Disclaimer of Warranties. **DEVELOPER HEREBY DISCLAIMS ANY AND ALL EXPRESSED OR IMPLIED WARRANTIES AS TO DESIGN, CONSTRUCTION, FURNISHING AND EQUIPPING OF THE CONDOMINIUM PROPERTY, EXCEPT ONLY THOSE SET FORTH IN SECTION 718.203 OF THE ACT. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.**

ALL UNIT OWNERS, BY VIRTUE OF THEIR ACCEPTANCE OF TITLE TO THEIR RESPECTIVE UNITS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

24. Miscellaneous.

24.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by first class mail to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the address of such Unit Owner appearing in the Association's records at the time the notice is transmitted. Where a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one (1) address which the Developer initially identifies for that purpose and thereafter as one (1) or more of the Owners of the Unit shall so advise the Association in writing, or if no address is given or the Owners of the Unit do not agree, to the address provided in the deed of record.

All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or 5 business days after proper mailing, whichever shall occur first.

24.2 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel to the Association, or the legal counsel having drafted this Declaration, that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

24.3 Mortgagees. Anything herein to the contrary notwithstanding, the Association shall not be responsible to any mortgagee or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.

24.4 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, or enforcement shall control over those hereof.

24.5 Signature of Officers. Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

24.6 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

24.7 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

24.8 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

24.9 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.

24.10 Execution of Documents; Attorney-in-Fact. Without limiting the generality of other Sections of this

Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the Condominium Property as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby the Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This Power of Attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of the Developer.

24.11 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

24.12 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

24.13 Approval by Unit Owners as to Certain Litigation. The approval of the majority of all Unit Owners shall be required prior to the institution of any litigation by the Association other than litigation (i) to collect Assessments or enforce liens securing such Assessments, or (ii) to enforce occupancy and use restrictions set forth in this Declaration. In addition, the approval of a majority of all Unit Owners shall be required prior to the levy of a Special Assessment which in whole or in part is for the purpose of funding attorneys' fees and costs incurred in connection with any litigation that requires Unit Owner approval as above provided. This paragraph controls over any contrary provision of this Declaration. The purpose of this paragraph is to discourage unnecessary litigation by the Association and to provide for concurrence by Unit Owners prior to commencement of certain litigation. This paragraph governs commencement of litigation only. Once commenced, any litigation shall be under the sole control and authority of the Board of Directors.

25. Rights of Developer. In addition to the rights which the Developer has by common law and pursuant to the Act, the Developer shall have the following rights:

25.1 Developer Control and Turnover. Except as hereafter provided, the Developer shall have the right to appoint all of the members of the Board of Directors of the Association until Unit Owners other than Developer own 15% or more of the Units that will ultimately be operated by the Association. When Unit Owners other than the Developer own 15% or more of the Units that will ultimately be operated by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than 1/3 of the members of the Board of Directors. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors upon the happening of the following: (a) three years after 50% of the Units that will ultimately be operated by the Association have been conveyed to purchasers; (b) three months after 90% of the Units that will ultimately be operated by the Association have been conveyed to purchasers; (c) when all of the Units that will ultimately be operated by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by Developer in the ordinary course of business; (d) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by Developer in the ordinary course of business; or (e) seven years after the date the Declaration is recorded, whichever occurs first. Developer is entitled (but not obligated) to elect at least one member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business 5% of the Units that will ultimately be operated by the Association. After the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board.

25.2 Easements. Until such time as Developer has completed all of the contemplated improvements and sold all of the Units that will ultimately be contained within the Condominium Property, easements, including but not limited to ingress and egress, are hereby reserved and shall exist through and over the Condominium Property as may be required, convenient, or desired by Developer for the completion of the contemplated improvements and the marketing and sale of said Units. Neither the Unit Owners or the Association, nor their use of the Condominium Property shall interfere in any way with such completion and sale.

25.3 Sale of Units. The Developer shall have the right to transact any business necessary to consummate

the sale of Units, including but not limited to, the right to install and maintain a sales office and advertising on the Condominium Property, use the Common Elements and, notwithstanding anything to the contrary contained herein, the Developer may maintain and use sales offices, promotion and development offices, models and Units retained by the Developer, or owned by the Developer, or the use of which has been reserved to the Developer in this Declaration or by contract or otherwise lawfully enforceable as a contract obligation by the Developer against the Association or any of the Unit Owners other than the Developer, so long as such use shall also conform with applicable laws, zoning, rules, and ordinances of the appropriate governmental jurisdictions. Specifically, Developer shall have the right to use Units owned by the Developer as motel units for the purpose of housing guests and prospective purchasers of the Condominium Property for promotion and sales purposes, without limitation as to duration of stay or number of guests.

25.4 No Board Action Without Developer's Consent. During the period that Developer holds any Units for sale in the ordinary course of business none of the following actions may be taken by the Association, either through an act of its Board of Directors or as membership, without the Developer's approval in writing:

(a) Assessment of the Developer as Unit Owner for Capital Improvements;

(b) Any action by the Association that would be detrimental to the sale of Units by the Developer; however an increase in assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units for the purpose of this paragraph.

25.5 Developer's Rights With Respect To Common Elements. The Developer reserves every right necessary or desirable relative to the Common Elements and the Condominium Property in general for the following purposes:

(a) Furnishing of the Condominium Property;

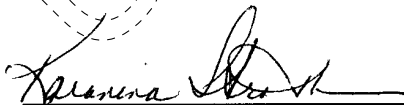
(b) The sale or mortgage of the Condominium Units; and


(c) Assignments of parking spaces to Unit Owners during the period of time that the Developer holds any Unit for sale in the ordinary course of business.

25.6 Sale Subject To A Lease. The Developer does not propose a program of leasing Units but does reserve the right to lease any individual Unit at its discretion prior to the sale of the Unit; provided that any lease shall have a term not to exceed twelve (12) months and shall terminate prior to conveyance of title by the Developer to the purchaser of the leased Unit, unless the Developer and such purchaser shall otherwise agree, in writing, to convey subject to any such lease.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 29 day of August, 2003.

Signed, sealed and delivered
in the presence of:


Printed Name: KARANINA STROTHMAN



Printed Name: BARBARA L. COYLE

SCOPELLO DEVELOPMENT, LLC.,
a Florida limited liability company

By: 
Sandip I. Patel
President

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 25 day of August, 2003 by Sandip I. Patel as President of Scopello Development, LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me or has provided _____ as identification.



Notary Public - State of Florida
My Commission Expires:

[NOTARIAL SEAL]

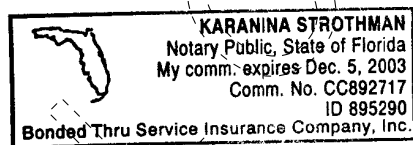


Exhibit "A"

LEGAL DESCRIPTION

All of Lots 4, 5, 6 and 7 and the Vacated Alley between Lots 4, 5, 6 and 7, Block 47, RE-REVISED MAP OF INDIAN BEACH, according to the plat thereof recorded in Plat Book 5, Page 6, of the Public Records of Pinellas County, Florida, together with the portion of vacated Beach Drive lying Westerly of Lots 4 and 5, Block 47, RE-REVISED MAP OF INDIAN BEACH, according to the plat thereof recorded in Plat Book 5, Page 6, of the Public Records of Pinellas County, Florida, less the East 10 feet of Lots 6 and 7 deeded to the City of Indian Rocks Beach for road purposes.

UNOFFICIAL

Scopello A Condominium

Being a portion of all of lots 4,5,6 and 7, block 47, re-revised map of Indian Beach lying in Section 1 township 30 south, range 14 east. City of Indian Rocks Beach, Florida.

General Site Plan Notes

1. See also all related plans to this plan.
2. All dimensions are in feet and inches.
3. All dimensions are to the centerline of the road.
4. All dimensions are to the centerline of the road.
5. All dimensions are to the centerline of the road.
6. All dimensions are to the centerline of the road.
7. All dimensions are to the centerline of the road.
8. All dimensions are to the centerline of the road.
9. All dimensions are to the centerline of the road.
10. All dimensions are to the centerline of the road.
11. All dimensions are to the centerline of the road.
12. All dimensions are to the centerline of the road.
13. All dimensions are to the centerline of the road.
14. All dimensions are to the centerline of the road.
15. All dimensions are to the centerline of the road.
16. All dimensions are to the centerline of the road.
17. All dimensions are to the centerline of the road.
18. All dimensions are to the centerline of the road.
19. All dimensions are to the centerline of the road.
20. All dimensions are to the centerline of the road.
21. All dimensions are to the centerline of the road.
22. All dimensions are to the centerline of the road.
23. All dimensions are to the centerline of the road.
24. All dimensions are to the centerline of the road.
25. All dimensions are to the centerline of the road.
26. All dimensions are to the centerline of the road.
27. All dimensions are to the centerline of the road.
28. All dimensions are to the centerline of the road.
29. All dimensions are to the centerline of the road.
30. All dimensions are to the centerline of the road.
31. All dimensions are to the centerline of the road.
32. All dimensions are to the centerline of the road.
33. All dimensions are to the centerline of the road.
34. All dimensions are to the centerline of the road.
35. All dimensions are to the centerline of the road.
36. All dimensions are to the centerline of the road.
37. All dimensions are to the centerline of the road.
38. All dimensions are to the centerline of the road.
39. All dimensions are to the centerline of the road.
40. All dimensions are to the centerline of the road.
41. All dimensions are to the centerline of the road.
42. All dimensions are to the centerline of the road.
43. All dimensions are to the centerline of the road.
44. All dimensions are to the centerline of the road.
45. All dimensions are to the centerline of the road.
46. All dimensions are to the centerline of the road.
47. All dimensions are to the centerline of the road.
48. All dimensions are to the centerline of the road.
49. All dimensions are to the centerline of the road.
50. All dimensions are to the centerline of the road.
51. All dimensions are to the centerline of the road.
52. All dimensions are to the centerline of the road.
53. All dimensions are to the centerline of the road.
54. All dimensions are to the centerline of the road.
55. All dimensions are to the centerline of the road.
56. All dimensions are to the centerline of the road.
57. All dimensions are to the centerline of the road.
58. All dimensions are to the centerline of the road.
59. All dimensions are to the centerline of the road.
60. All dimensions are to the centerline of the road.
61. All dimensions are to the centerline of the road.
62. All dimensions are to the centerline of the road.
63. All dimensions are to the centerline of the road.
64. All dimensions are to the centerline of the road.
65. All dimensions are to the centerline of the road.
66. All dimensions are to the centerline of the road.
67. All dimensions are to the centerline of the road.
68. All dimensions are to the centerline of the road.
69. All dimensions are to the centerline of the road.
70. All dimensions are to the centerline of the road.
71. All dimensions are to the centerline of the road.
72. All dimensions are to the centerline of the road.
73. All dimensions are to the centerline of the road.
74. All dimensions are to the centerline of the road.
75. All dimensions are to the centerline of the road.
76. All dimensions are to the centerline of the road.
77. All dimensions are to the centerline of the road.
78. All dimensions are to the centerline of the road.
79. All dimensions are to the centerline of the road.
80. All dimensions are to the centerline of the road.
81. All dimensions are to the centerline of the road.
82. All dimensions are to the centerline of the road.
83. All dimensions are to the centerline of the road.
84. All dimensions are to the centerline of the road.
85. All dimensions are to the centerline of the road.
86. All dimensions are to the centerline of the road.
87. All dimensions are to the centerline of the road.
88. All dimensions are to the centerline of the road.
89. All dimensions are to the centerline of the road.
90. All dimensions are to the centerline of the road.
91. All dimensions are to the centerline of the road.
92. All dimensions are to the centerline of the road.
93. All dimensions are to the centerline of the road.
94. All dimensions are to the centerline of the road.
95. All dimensions are to the centerline of the road.
96. All dimensions are to the centerline of the road.
97. All dimensions are to the centerline of the road.
98. All dimensions are to the centerline of the road.
99. All dimensions are to the centerline of the road.
100. All dimensions are to the centerline of the road.

BESSOLO
ARCHITECTURE & PLANNING
ST. PETERSBURG, FLORIDA 33701
(877) 777-1642
FAX (772) 164-1642

Scopello a Condominium
Eighteen Unit Condominium
Indian Rocks Beach, Florida

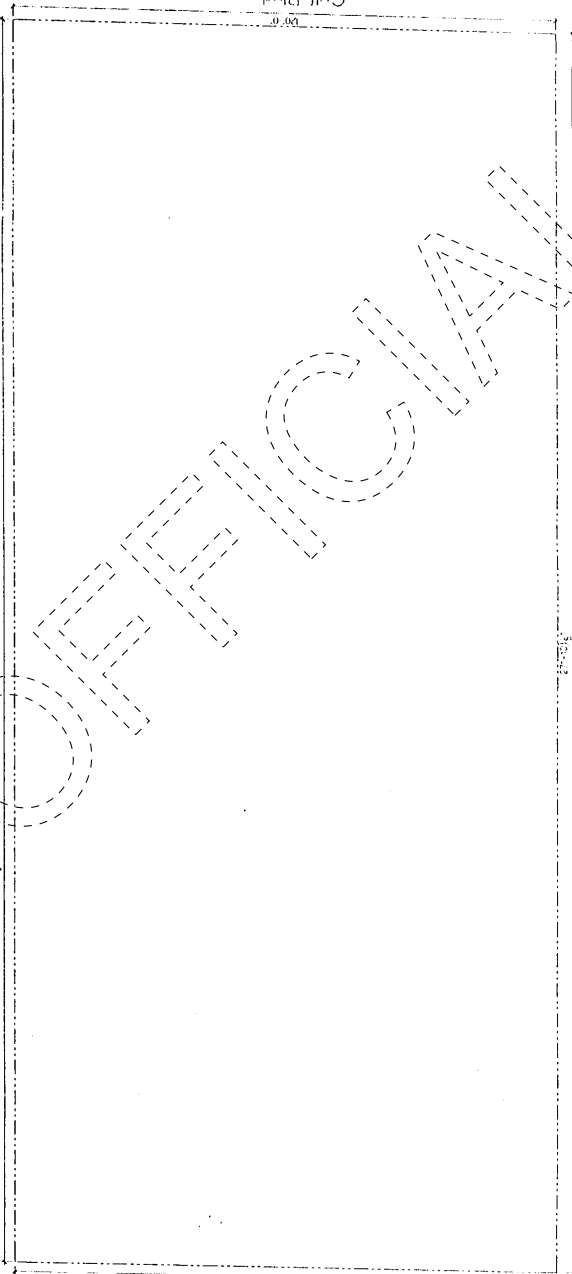
PROFESSIONAL SEAL

REVISIONS

SHEET NAME

PROJECT NAME: 000000
DRAWN BY: 000000
CHECKED BY: 000000
DATE: 05/28/03
SCALE:

SHEET NUMBER



22nd Avenue

Site Plan

EXHIBIT B

BESSOLO
DESIGN GROUP, INC.
10000 W. 11th Avenue, Suite 100
Palm Beach Gardens, FL 33418
ARCHITECTURE ■ PLANNING
596 CENTRAL AVENUE
ST. PETERSBURG, FLORIDA 33701
TEL: (727) 894-4433
FAX: (727) 894-0862

Scopello a Condominium
Eighteen Unit Condominium
Indian Rocks Beach, Florida

PROFESSIONAL SEAL

REVISIONS

Architectural
Site Plan

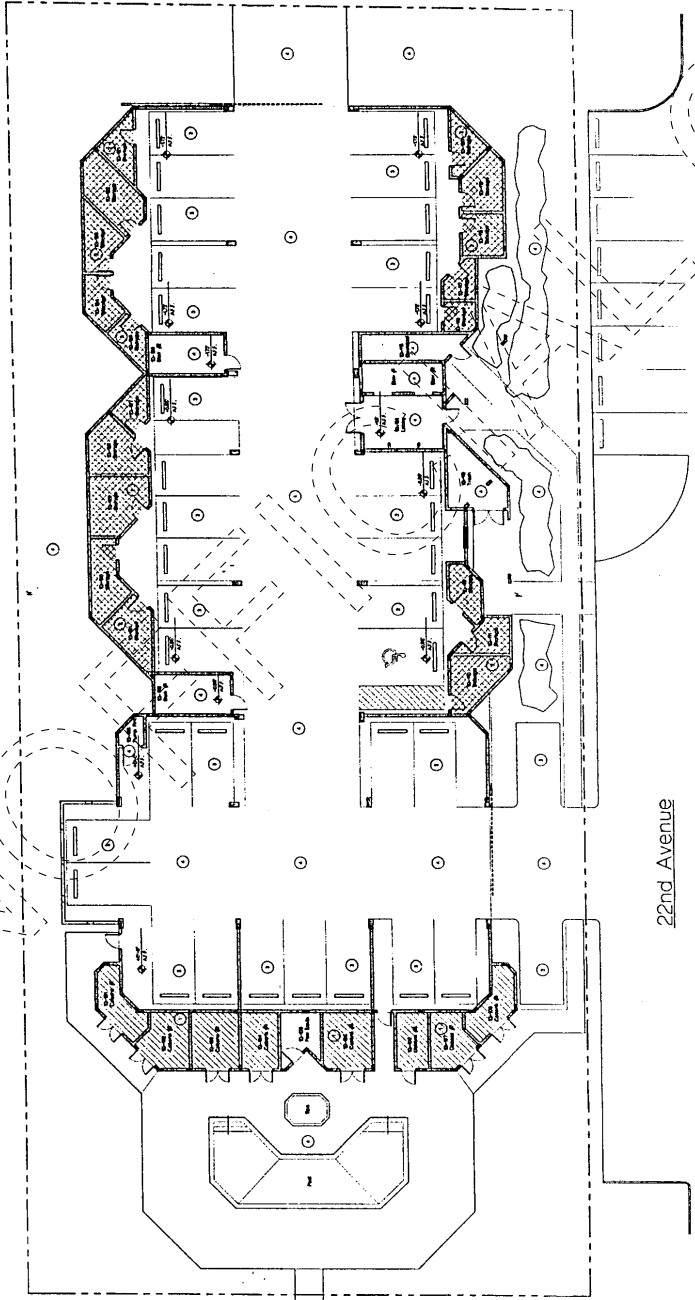
PROJECT NAME: 0801100
DRAWN BY: MCC
CHECKED BY: MCC
DATE: 09/20/03
SCALE:

A1.0
SHEET NUMBER

Legal Description

Scopello a Condominium being a portion of all of lots 4, 5, 6 and 7, being 4.77 acres, more or less, of Indian Beach lying in Section 1, Township 36 South, Range 19 West, City of Indian Rocks Beach, Florida.

- Area Designation
- 1 Common Area
 - 2 Common Area
 - 3 Common Area
 - 4 Common Area
 - 5 Common Area
 - 6 Common Area
 - 7 Common Area
 - 8 Common Area
 - 9 Common Area
 - 10 Common Area
 - 11 Common Area
 - 12 Common Area
 - 13 Common Area
 - 14 Common Area
 - 15 Common Area
 - 16 Common Area
 - 17 Common Area
 - 18 Common Area
 - 19 Common Area
 - 20 Common Area
 - 21 Common Area
 - 22 Common Area
 - 23 Common Area
 - 24 Common Area
 - 25 Common Area
 - 26 Common Area
 - 27 Common Area
 - 28 Common Area
 - 29 Common Area
 - 30 Common Area
 - 31 Common Area
 - 32 Common Area
 - 33 Common Area
 - 34 Common Area
 - 35 Common Area
 - 36 Common Area
 - 37 Common Area
 - 38 Common Area
 - 39 Common Area
 - 40 Common Area
 - 41 Common Area
 - 42 Common Area
 - 43 Common Area
 - 44 Common Area
 - 45 Common Area
 - 46 Common Area
 - 47 Common Area
 - 48 Common Area
 - 49 Common Area
 - 50 Common Area
 - 51 Common Area
 - 52 Common Area
 - 53 Common Area
 - 54 Common Area
 - 55 Common Area
 - 56 Common Area
 - 57 Common Area
 - 58 Common Area
 - 59 Common Area
 - 60 Common Area
 - 61 Common Area
 - 62 Common Area
 - 63 Common Area
 - 64 Common Area
 - 65 Common Area
 - 66 Common Area
 - 67 Common Area
 - 68 Common Area
 - 69 Common Area
 - 70 Common Area
 - 71 Common Area
 - 72 Common Area
 - 73 Common Area
 - 74 Common Area
 - 75 Common Area
 - 76 Common Area
 - 77 Common Area
 - 78 Common Area
 - 79 Common Area
 - 80 Common Area
 - 81 Common Area
 - 82 Common Area
 - 83 Common Area
 - 84 Common Area
 - 85 Common Area
 - 86 Common Area
 - 87 Common Area
 - 88 Common Area
 - 89 Common Area
 - 90 Common Area
 - 91 Common Area
 - 92 Common Area
 - 93 Common Area
 - 94 Common Area
 - 95 Common Area
 - 96 Common Area
 - 97 Common Area
 - 98 Common Area
 - 99 Common Area
 - 100 Common Area



Architectural Site Plan
Scale: 1/8" = 1'-0"

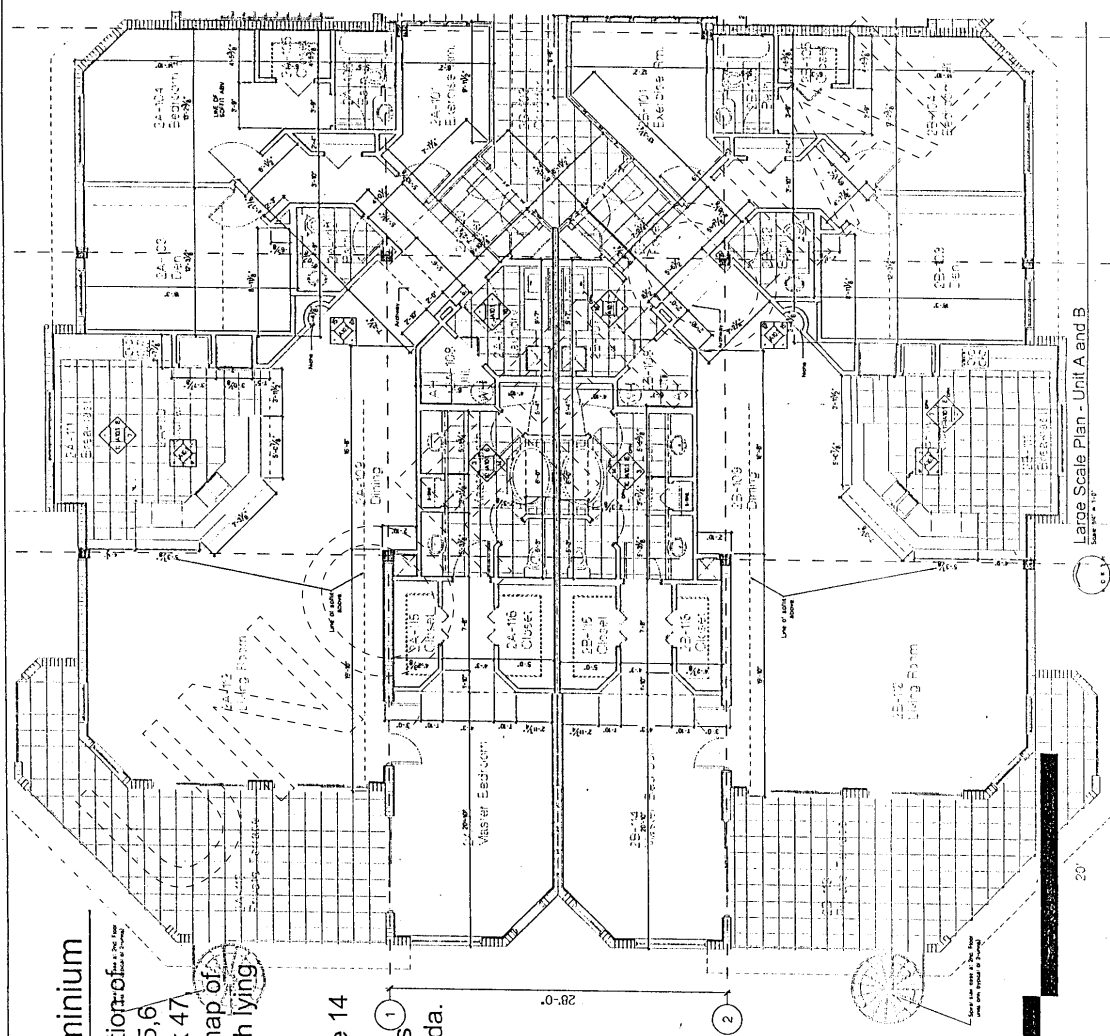
Gulf of Mexico

Gulf Blvd

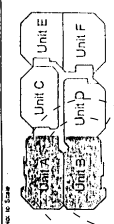
22nd Avenue

Scopello A Condominium

Being a portion of
all of lots 4, 5, 6
and 7, block 47
re-revised map of
Indian Beach lying
in Section 1
township 30
south, range 14
east, City of
Indian Rocks
Beach, Florida.



Condominium Floors 2-4
Key Plan



Large Scale Plan - Unit A and B

BRESSOLO
ARCHITECTURAL FIRM
1771 BELL AVE
ST. PETERSBURG, FLORIDA 33705
(727) 864-4193
FAX (727) 864-8652

Scopello a Condominium
Indian Rocks Beach, Florida

PROFESSIONAL SEAL
ARCHITECT
BRESSOLO, P.A. 0000

REVISIONS

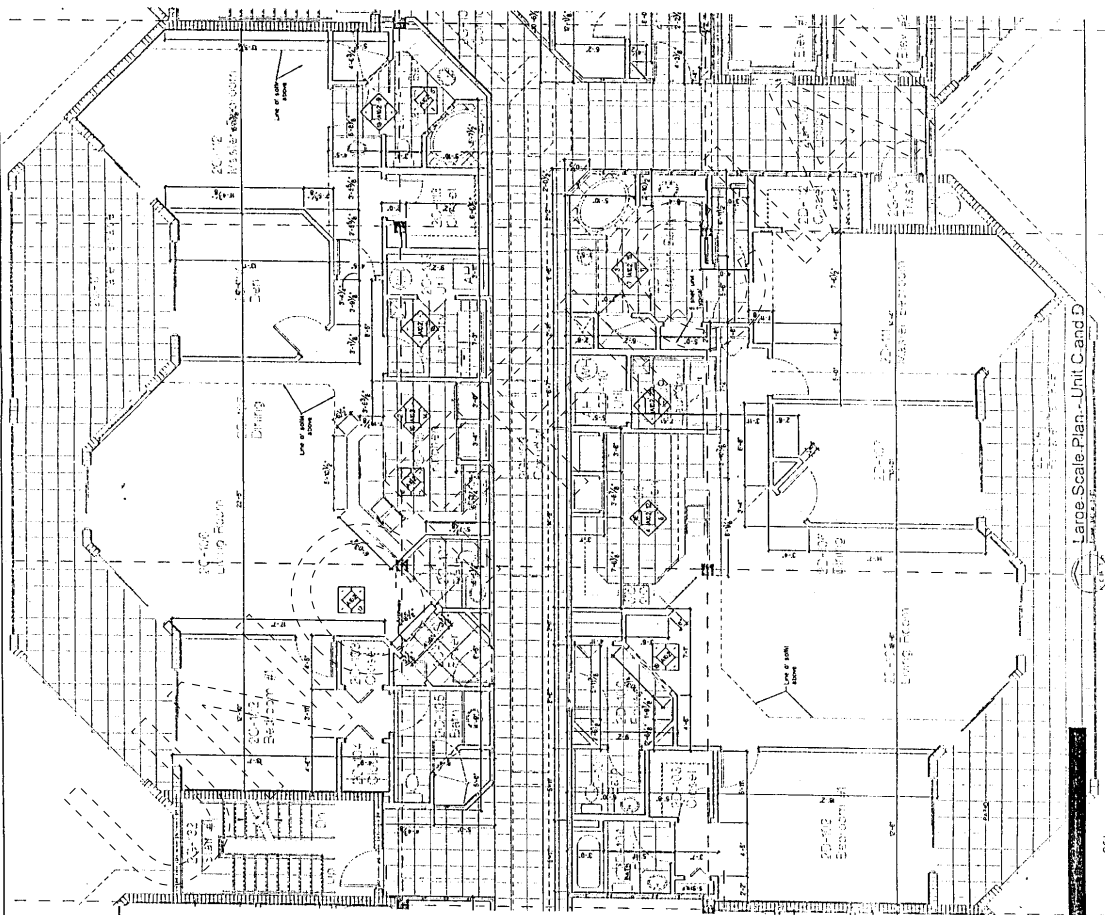
SHEET NAME

PROJECT NAME: 03100
DRAWN BY: [blank]
CHECKED BY: [blank]
DATE: 04/20/03
SCALE: [blank]

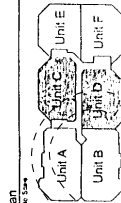
A8.2ab
SHEET NUMBER

Scopello A Condominium

Being a portion of all of lots 4, 5, 6 and 7, block 47, re-revised map of Indian Beach lying in Section 1 township 30 south, range 14 east. City of Indian Rocks Beach, Florida.



Condominium Floors 2-4



Large Scale Plan - Unit C and D

20'

10'

5'

Scopello a Condominium
Eighteen Unit Condominium
Indian Rocks Beach, Florida

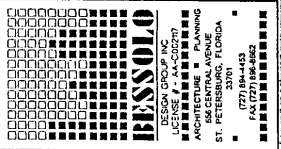
PROFESSIONAL SEAL
STATE OF FLORIDA
REGISTERED PROFESSIONAL ARCHITECT
NO. 123456789
DATE: 12/15/2013

REVISIONS
1. 12/15/2013
2. 12/15/2013
3. 12/15/2013

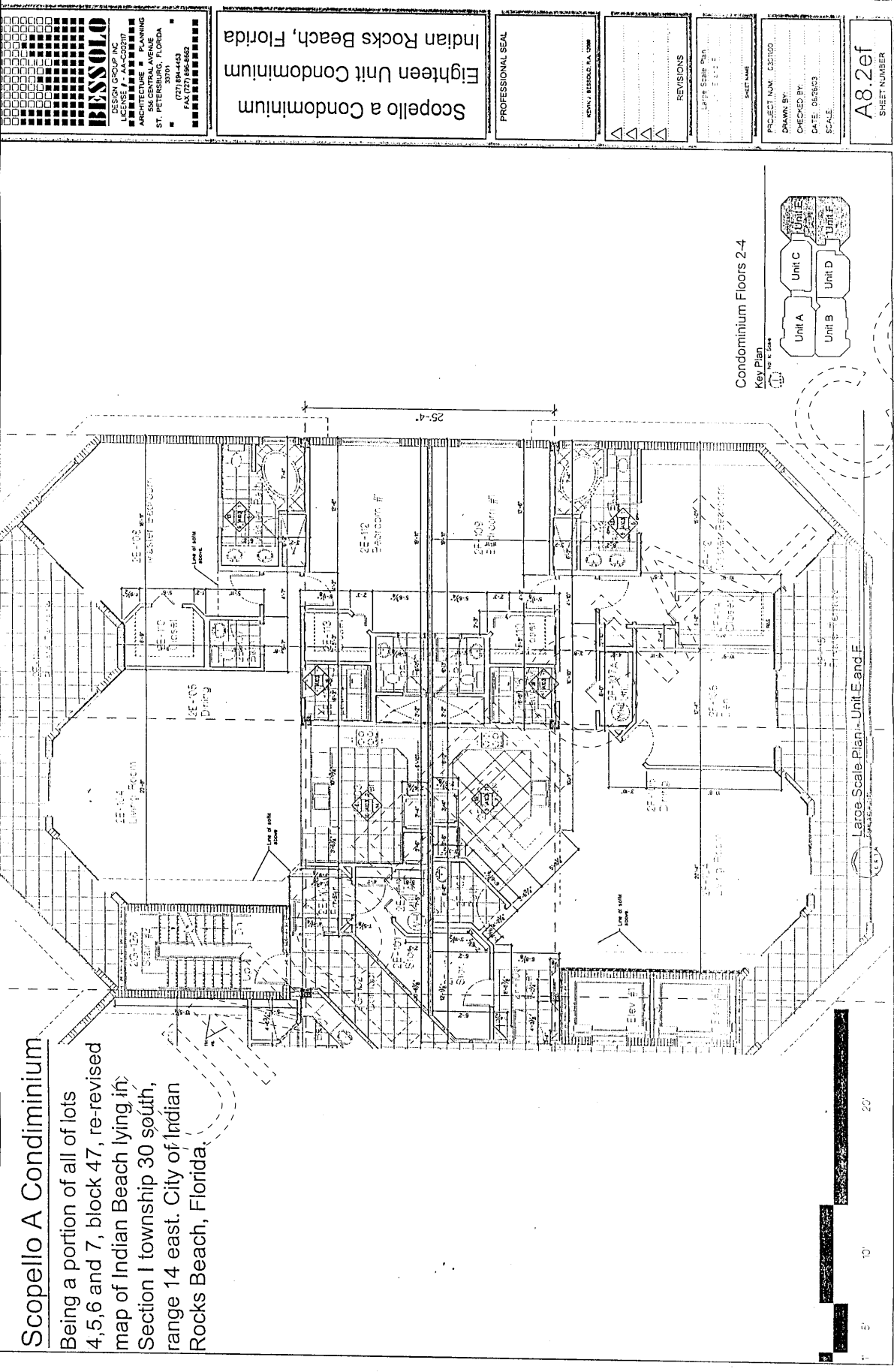
PROJECT NAME: Scopello A Condominium
OWNER: Indian Rocks Beach, Florida
DATE: 12/15/2013
SCALE: 1/8" = 1'-0"

PROJECT NAME: Scopello A Condominium
OWNER: Indian Rocks Beach, Florida
DATE: 12/15/2013
SCALE: 1/8" = 1'-0"

A8.2cd
SHEET NUMBER



Scopello A Condominium
Being a portion of all of lots
4, 5, 6 and 7, block 47, re-revised
map of Indian Beach lying in
Section 1 township 30 south,
range 14 east. City of Indian
Rocks Beach, Florida.



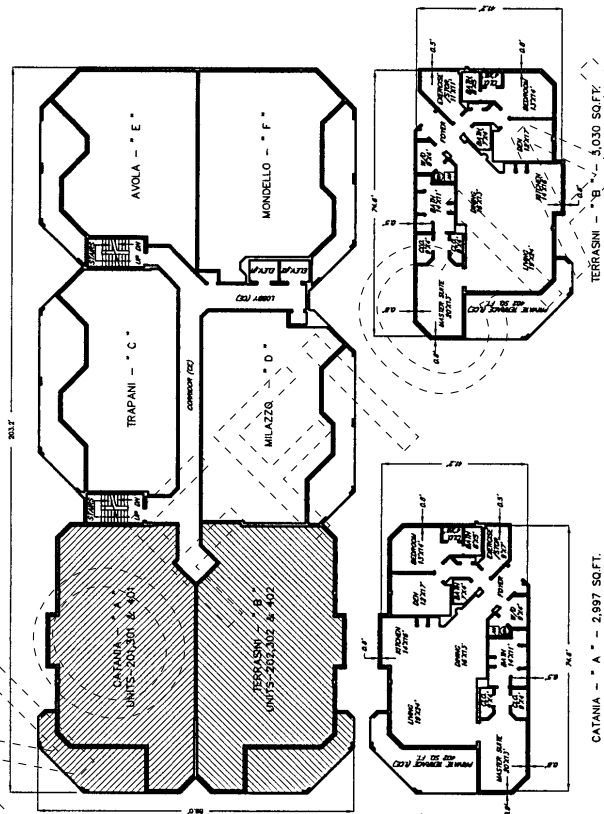
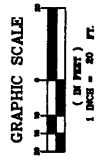
BESSOLO
DESIGN GROUP INC.
LICENSE # A-000077
ARCHITECTURE • PLANNING
556 CENTRAL AVENUE
ST. PETERSBURG, FLORIDA
(727) 894-4453
FAX (727) 894-8862

Scopello a Condominium
Eighteen Unit Condominium
Indian Rocks Beach, Florida

PROFESSIONAL SEAL
DRAWN BY: [blank]
CHECKED BY: [blank]
DATE: 08/26/03
SCALE: [blank]
PROJECT NAME: C-2000
SHEET NUMBER: A8.2ef

SCOPELLO A CONDOMINIUM

SECTION 1, TOWNSHIP 30 SOUTH, RANGE 14 EAST, PINELLAS COUNTY, FLORIDA.



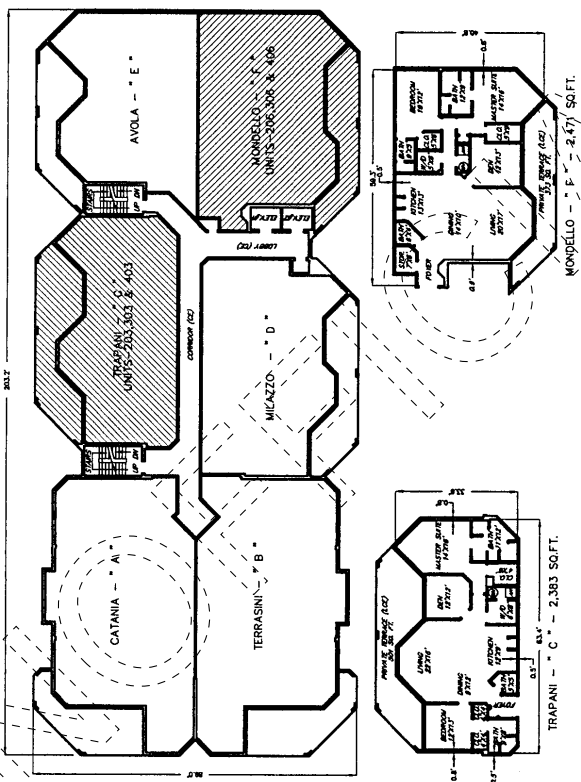
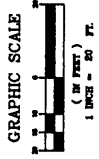
GROUP3
SURVING & MAPPING, INC.
LB # 7293

3607 ALT. 19, SUITE C
PALM HARBOR, FLORIDA 34683
PH: 727-843-9533
FX: 727-844-1793

SHEET 2 OF 5

SCOPELLO A CONDOMINIUM

SECTION 1, TOWNSHIP 30 SOUTH, RANGE 14 EAST, PINELLAS COUNTY, FLORIDA.

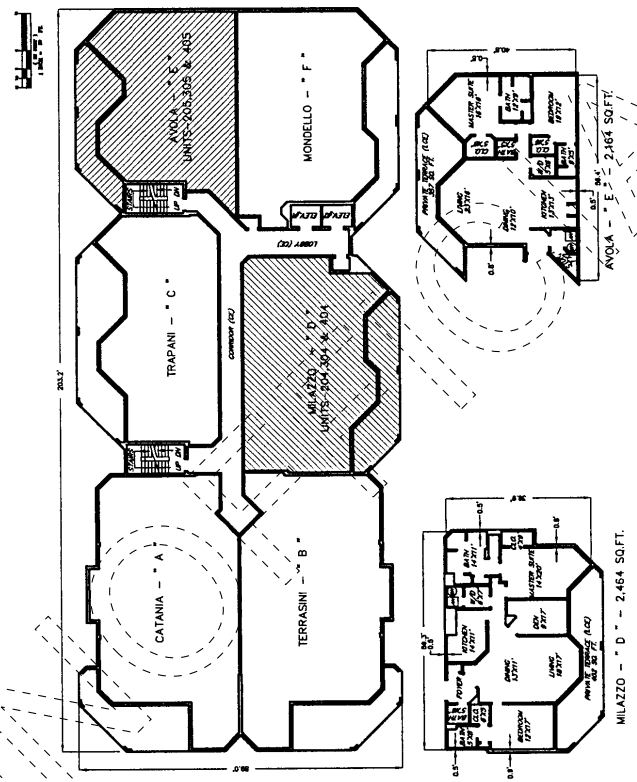
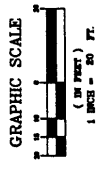


GROUP3
SURVEYING & MAPPING, INC.
LB # 7293

3807 ALT. 19, SUITE C
PALM HARBOR, FLORIDA 34683
PH-727-943-9533
FX-327-944-2733

SHEET 3 OF 5

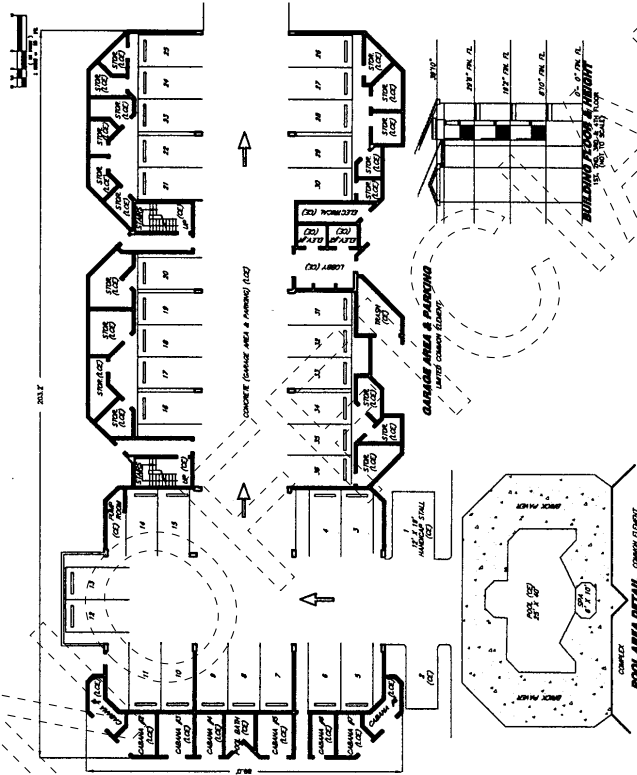
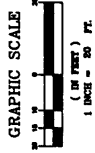
SCOPELLO A CONDOMINIUM
SECTION 1, TOWNSHIP 30 SOUTH, RANGE 14 EAST, PINELLAS COUNTY, FLORIDA.



GROUP3
SURVEYING & ENGINEERING, INC.
3607 ALT. 19, SUITE C
PALM HARBOR, FLORIDA 34683
PH: 727-843-9533
FAX: 727-843-9533
L.S. # 72390
SHEET 4 OF 5

SCOPELLO A CONDOMINIUM

SECTION 1, TOWNSHIP 30 SOUTH, RANGE 14 EAST, PINELLAS COUNTY, FLORIDA.



3607 ALT. 19, SUITE C
PALM HARBOR, FLORIDA 34683
PH. 727-943-9533
FX. 727-944-2733
LB # 7293



SHEET 5 OF 5

SCOPELLO
A CONDOMINIUMPercentage of undivided share of ownership of the common elements
and common expenses, based on air conditioned square footage

	Square Footage	% Ownership
A-1	2,660	0.0681003584
A-2	2,660	0.0681003584
A-3	2,660	0.0681003584
B-1	2,660	0.0681003584
B-2	2,660	0.0681003584
B-3	2,660	0.0681003584
C-1	1,860	0.0476190476
C-2	1,860	0.0476190476
C-3	1,860	0.0476190476
D-1	2,000	0.051203277
D-2	2,000	0.051203277
D-3	2,000	0.051203277
E-1	1,770	0.0453149002
E-2	1,770	0.0453149002
E-3	1,770	0.0453149002
F-1	2,070	0.0529953917
F-2	2,070	0.0529953917
F-3	2,070	0.0529953917
	39,060	1

**BY-LAWS OF
SCOPELLO CONDOMINIUM ASSOCIATION, INC.
A Florida Not-for-Profit Corporation**

**ARTICLE I
GENERAL**

1.1 Name. The name of the not-for-profit corporation shall be SCOPELLO CONDOMINIUM ASSOCIATION, INC. These are the By-Laws of SCOPELLO CONDOMINIUM ASSOCIATION, INC., a corporation, not-for-profit, organized and existing under the laws of the State of Florida, hereinafter called the "Association".

1.2 Principal Office: The principal office of the Association shall be at 8200 Bryan Dairy Road, Suite 300, Largo, Florida 33777 or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at the office of its manager located in Pinellas County, Florida.

1.3 Fiscal Year: The fiscal year of the Association shall be from January 1 through December 31 of each year.

1.4 Definitions: As used herein, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these ByLaws shall have the same definitions and meanings as those set forth in the Declaration, unless herein provided to the contrary.

**ARTICLE II
BOARD OF DIRECTORS**

2.1 Qualification. The Directors shall be elected from among the unit owners of Scopello, a condominium.

2.2 Number and Term. The number of Directors who shall constitute the whole Board of Directors shall not be less than three (3) nor more than five (5), the exact number to be determined in the first instance in the Articles, and, thereafter, from time to time upon majority vote of the membership. Directors may not vote at Board meetings by proxy. The Directors shall be elected at the annual meeting of the Members, 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.

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

(a) Election of Directors shall be held at the annual meeting of the members, or as needed to fill a vacancy.

(b) Not less than sixty (60) days before the annual meeting of the members, the Association shall mail or deliver to each Unit Owner entitled to vote, a first notice of the date of the election.

(c) Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors must give written notice to the Secretary of the Association not less than 30 days before a scheduled election. Written notice shall be effective when received by the Secretary or other person designated by the Secretary.

2.3 Vacancy and Replacement. If the office of any Director becomes vacant by reason of death, 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.

(k) There shall be no cumulative voting and voting by proxy. When both the Developer and Unit Owners other than the Developer are entitled representation on the Board, vacancies shall be filled in accordance with Rule 61B-23.0021(13) Florida Administrative Code. Vacancies in the Board of Directors occurring



between annual meetings of the members shall be filled by the affirmative vote of the majority of the remaining directors, even if the remaining directors constitute less than a quorum, or by the sole remaining director. In the alternative, a board may hold an election to fill the vacancy, in which case the election procedure must conform to the requirements of Article 2.2 of these ByLaws.

2.4 Removal. Any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all the voting interests. A special meeting of the Unit Owners to recall a member or members of the Board of Directors may be called by ten percent (10%) of the voting interests giving notice of the meeting as herein required for a meeting of Unit Owners, which notice shall state the purpose of the meeting. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective immediately and the recalled member or members of the Board of Directors shall turn over to the Board of Directors any and all records of the Association in his or her possession within seventy-two (72) hours after the meeting. Notwithstanding the foregoing, if the Board determines not to certify the recall by a vote at a meeting, the Board of Directors shall, within five (5) full business days, file with the Division of Florida Land Sales, Condominiums and Mobile Homes, Bureau of Condominiums, a petition pursuant to the procedures of Section 718.1255, Florida Statutes. The Unit Owners who voted at the meeting shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall will be effective upon mailing of the final order of arbitration to the Association. Any member or members so recalled shall deliver to the Board of Directors any and all records of the Association in his or her possession within five (5) full business days of the effective date of the recall.

2.5 First Board of Directors Meeting: The Directors of the first Board of Directors shall hold and exercise all powers of the Board of Directors until the first membership meeting.

2.6 Meetings.

(a) The first meeting of the 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 soon thereafter as may be practicable.

(b) The annual meeting of the Directors of the Board shall be held at the place where the general Members meeting is held and immediately after the adjournment of the same.

(c) No notice of the Board of Directors meeting shall be required if the Directors meet by unanimous written consent. The Directors may, by resolution duly adopted, establish regular monthly, quarter-annual or semi-annual meetings. If such resolution is adopted, no notice of such regular meetings of the Board of Directors shall be required. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent of the giving of notice.

(d) The Annual Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of the regular meeting shall be given to each Director, personally or by mail, telephone or telegraph at least forty-eight (48) hours prior to the day named for such meeting.

(e) Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than forty-eight (48) hours notice of the meeting shall be given personally or by mail, telephone or telegraph which notice shall state the time and place and purpose of the meeting.

2.7 Quorum: A quorum at Director's meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors; except where approval by a greater number of Directors is required by the Act, the Declaration, or these By-Laws.

2.8 Voting: Each Director shall have one (1) vote on all matters coming before the Board. A

Director who is present at a Director's meeting either in person or by telephone conference in which the conversation of the Director and all other Board members attending by telephone or in person may be heard, shall be presumed to have assented to the action taken unless he or she votes against such action or abstains from voting in respect to the action due to an asserted conflict of interest. A Director who attends a meeting by telephone conference may be counted toward obtaining a quorum, and may vote by telephone. Directors may not vote by proxy or by secret ballot except that officers may be elected by secret ballot. A vote or abstention for each member present shall be recorded in the minutes.

2.9 Adjournment of Meeting: If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called for may be transacted only after the rescheduled meeting has been noticed in accordance with Articles 2.5 and 2.6 above.

2.10 Directors' Meetings: Meetings of the Board of Directors shall be open to all Unit Owners, and notices of such meeting which shall incorporate an identification of agenda items shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance of such meeting, except in an emergency. Any item not included in the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Written notice of any meeting at which non emergency special assessments, or at which amendments to rules regarding Unit use will be considered, shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. Evidence of compliance with the fourteen (14) day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. If there is not Condominium Property upon which notice can be posted, notices of Board meetings shall be mailed or delivered to each Unit Owner at least fourteen (14) days prior to the meeting.

2.11 Presiding Officer: The presiding officer of the Directors' meeting shall be the President. In the absence of the President, the Directors shall designate one of their members to preside.

2.12 Order of Business: The order of business of Directors' meetings shall be:

- (a) Roll Call
- (b) Proof of due notice of meeting or waiver of notice
- (c) Reading of minutes of last meeting
- (d) consideration of communications
- (e) Vacancies and elections
- (f) Reports of officers and committees
- (g) Unfinished business
- (h) Original resolutions and New business
- (i) Adjournment

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

2.13 Members Right to Attend: Any meeting of the Board of Directors or its Committee (hereafter defined) at which a quorum is present is open to all Unit Owners. Any Unit Owner may tape record or video tape the meeting subject to such reasonable rules the Division of Florida Land Sales, Condominiums and Mobile Homes, Bureau of Condominiums may adopt and promulgate. The Unit Owner's right to speak at the meeting shall be subject to reasonable rules adopted by the Board of Directors in respect to the frequency, duration and manner of Unit Owners statements.

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

2.15 Committees: The Board may by resolution create Committees and appoint persons to such Committees and vest in such Committees such powers and responsibilities as the Board shall deem advisable. As used herein, the term "Committee" shall, for purposes of notices of meetings and the rights of Unit Owners with respect to

meetings, pertain to those committees meeting the definition thereof set forth in the Act; provided, however, that this shall not prevent the Board of Directors from forming other Committees.

ARTICLE III POWERS AND DUTIES OF THE BOARD OF DIRECTORS

3.1 The property and business of the Association shall be managed by the Board of Directors who may exercise all powers not specifically prohibited by Statute, the Declaration or these ByLaws. The powers of the Board of Directors shall specifically include, but not limited to, the following:

- (a) Operating and maintaining the Common Elements.
- (b) Determining the expenses required for the operation of the Condominium and the Association.
- (c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements.
- (d) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium Property, subject to a right of the Unit Owners to overrule the Board as provided for herein.
- (e) Maintaining bank accounts on behalf of the Association and designating the signatories required thereafter.
- (f) Purchasing, leasing or otherwise acquiring Units or other property in the name of the Association in accordance with the Declaration.
- (g) Purchasing Units at foreclosure or other judicial sales, in the name of the Association, or its designee.
- (h) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee.
- (i) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.
- (j) Obtaining and reviewing insurance for the Condominium Property.
- (k) Making repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (l) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.
- (m) Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners. No fine shall exceed \$100.00 (or such greater amount as may be permitted by law from time to time) nor shall any fine be levied except after giving reasonable notice and opportunity for a hearing before a committee of other Unit Owners to the affected Unit Owner and, if applicable, his tenant, licensee or invitee. No fine shall become a lien upon a Unit. If the committee does not agree with the fine, the fine may not be levied.
- (n) Purchasing or leasing Units for use by resident superintendents and other similar persons.

(o) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the affirmative vote of the Owners of at least two-thirds (2/3) of all Units shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed \$10,000.00. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph (o) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, of which will affect, such Unit Owner's Unit; provided always, however, the Association shall take no action authorized in this paragraph without the prior written consent of Developer as long as Developer owns any Unit.

(p) Contracting for the management and maintenance of the Condominium Property and authorizing a management agent (who may be an affiliate of Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(q) At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements for private parties and gatherings (and imposing reasonable charges for such private use, but only if pursuant to a lease of the applicable facility).

(r) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.

(s) Imposing a lawful fee in connection with the approval of the lease or sublease of Units or an assignment of a lease or sublease not to exceed the maximum amount permitted by law in any one case.

(t) Contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.

(u) The Board of Directors shall have a limited power to convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right of way expansion or other public purposes, whether negotiated or as a result of eminent domain proceedings.

3.2. Enforcement: The Board of Directors shall enforce by legal means, provisions of the Declaration, the By-Laws and Rules and Regulations for the use of the Condominium Property. In the event that the Board of Directors determines that any Unit Owner is in violation of any of the provisions of, the Declaration, the By-Laws, or Rules and Regulations, the Board, or any agent of the Board designated for that purpose, shall notify the Unit Owner of the nature of the violation. If said violation is not cured within five (5) days or if said violation consists of acts or conduct by the Unit Owner, and such other acts or conduct are repeated, the Board may levy a fine of a sum not exceeding \$100 per offense against the Unit Owner. Each day during which the violation continues shall be deemed a separate offense provided no fine shall in the aggregate exceed \$1,000.00. The defaulting Unit Owner shall be entitled to a hearing before other Unit Owners, upon reasonable written notice of not less than 14 days, specifying the provision of the Declaration, By-laws or Rules and Regulations which have been allegedly violated, the date, time and place of the hearing, and a statement of the matters asserted by the Association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

3.3 Response to Written Inquiry: Upon receipt by the Board of Directors of a written inquiry filed by a Unit Owner by certified mail, the Board of Directors shall respond in writing to the Unit Owner within thirty (30) days of receipt of the inquiry by either giving a substantive written response to the inquirer notifying the inquirer that

a legal opinion has been requested, or notifying the inquirer that advice has been requested from the Division of Florida Land Sales, Condominiums and Mobile Homes, Bureau of Condominiums. If the Board of Directors requests advice from the Division, it shall, within ten (10) days of receipt of the advice, provide a written substantive response to the complainant. If a legal opinion is requested, the Board of Directors shall provide a written substantive response within sixty (60) days after the receipt of the inquiry. Failure to provide a substantive response as herein provided shall preclude the Board of Directors from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding or arbitration arising out of the complaint. The Board of Directors may adopt reasonable rules and regulations regarding the frequency and manner of responding to inquiries, including that the Association is only obligated to respond to one written inquiry per Unit in any given thirty (30) day period.

ARTICLE IV OFFICERS

4.1 Executive Officers: The executive officers of the Association shall be a President, who shall be a Director; a Treasurer and Secretary and/or Assistant Secretary, all of whom shall be elected annually by the Board of Directors. As provided in the Articles of Incorporation, the offices of President and Treasurer may be united in one (1) person. Any person may not hold two or more offices. No person shall sign an instrument or perform an act in the capacity of more than one office. Officers, other than designees of Developer, must be Unit Owners.

4.2 Term. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected by the Board may be removed, for cause, at any time by the affirmative vote of a majority of the whole Board.

4.3 President. The President shall be the chief executive officer of the Association, shall have all the powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from time to time, from among the members or others as he or she may in his or her discretion determine appropriate, and to assist in the conduct of the affairs of the Association. He or she shall serve as Chairman at all Board and Membership meetings.

4.4 Vice President: The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President.

4.5 Secretary. The Secretary shall issue notices of all Board of Directors meetings and all meetings of the Unit owners, shall attend and keep the minutes of the same, shall have charge of all the Associations books, records and papers except those kept by the Treasurer shall have custody of the seal of the Association.

4.6 Treasurer.

(a) Keep custody of the Association funds and securities, keep full and accurate accounts of receipts and disbursement in books belonging to the Association, and deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board. The books shall reflect an account for each unit in the manner required by the Condominium Act.

(b) Disburse the funds of the Association as may be ordered by the Board or the Members in accordance with these ByLaws, making proper vouchers for such disbursements, and render to the President and Board at the regular meeting of the Board, or whenever so requested, an account of all of his transactions as Treasurer and of the financial condition of the Association.

(c) Collect the assessments and promptly report the status of collections and of all delinquencies to the Board.

(d) Perform all other duties incident to the office of Treasurer.

4.7 Vacancies: Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the

resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer (other than appointees of Developer or officers who were not Unit Owners) shall constitute a written resignation of such Director or officer. If the office of any Director or Officer of the Corporation becomes vacant by reason of death, disqualification or otherwise, the remaining Directors, by a majority vote of the Directors of the whole Board, provided for in these ByLaws, may choose a successor or successors who shall hold office for the unexpired term.

ARTICLE V MEMBERS

5.1 Voting Member.

(a) The members of the Association shall consist of all of the record Owners of Condominium Units in SCOPELLO, a Condominium. Each Unit owner shall be entitled to one (1) vote for each unit owned; provided, however, in the case of co-owners, the co-owners collectively shall be entitled to one (1) vote for that unit.

(b) Vote may be cast in person or by written proxy given to another unit owner. Unit owners may not vote by general proxy, but may vote by limited proxies substantially conforming to the limited proxy form approved by the Division of Florida Land Sales, Condominiums and Mobile Homes, Bureau of Condominiums. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event, shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be irrevocable at any time at the pleasure of the unit owner executing it. A proxy must be filed with the Secretary before the appointed time of a meeting. The Board may from time to time prescribe a form of proxy. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary of the corporation and filed with the Secretary of the Association. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

5.2 Transfer of Membership: After receiving the approval of the Association as required in the Declaration, 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 Unit in the name of a Unit Owner or Owners, and by delivering to the Association a copy of such recorded instrument. The Owner designated by such instrument shall thereupon become a member of the Association and the membership of the prior Owner is thereby terminated.

5.3 Restraint Upon Assignment of Shares and Assets: The share of a member in the funds and the assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his or her Unit.

ARTICLE VI MEETINGS OF MEMBERS

6.1 Place. All meetings of the Association's membership shall be held at the office of the Association, or such other place as may be stated in the notice.

6.1 Annual Meeting: Regular annual meetings shall be held in January of each year at a date, time and place to be determined by the Board of Directors for the purpose of transacting any business authorized to be transacted by the members. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof.

6.2 Special Meetings: Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

Special meetings may also be called by Unit Owners in the manner provided for in the Act.

6.4 Quorum: A quorum at a members' meeting shall consist of the persons entitled to cast a majority of the votes of the entire membership of the Association, either present in person or by proxy.

6.5 Vote Required to Transact Business: The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the votes entitled to be cast by the members and not a majority of the members themselves; that is, more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, unless specifically stated to the contrary, if some greater percentage of members is required herein or in the Declaration of Articles, it shall mean such greater percentage of the votes of members and not of the members themselves.

6.8 Order of Business: If a quorum has been attained, the order of business at annual members' meetings and, as far practical, at all other members' meetings shall be:

- (a) Call to Order by President;
- (b) Appointment by the President to a chairman of the meeting (who need not be a member, officer or a director);
- (c) Calling of the roll and certifying of the proxies;
- (d) Proof of notice of the meeting or waiver of notice;
- (e) Reading and disposal of any unapproved minutes;
- (f) Reports of officers;
- (g) Reports of committees;
- (h) Appointment of inspectors of election;
- (i) Determination of number of Directors to be elected;
- (j) Election of directors;
- (k) Unfinished business;
- (l) New business; and
- (m) Adjournment.

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

6.9 Right to Participate: Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Unit Owners shall have the right to speak at the annual and special meetings of the Unit Owners, committee meetings and Board meetings with reference to all designated agenda times. A Unit Owner does not have the right to speak with respect to items not specifically designated on the agenda, provided, however, that the Board may permit an Owner to speak on such items in its discretion. Unless waived by the chairman of the meeting (which may be done in the chairman's sole and absolute discretion and without being deemed to constitute a waiver as to any other subsequent speakers), all Unit Owners speaking at a meeting shall be limited to a maximum of three (3) minutes per speaker. Any Unit Owner may tape record or videotape a meeting, subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board:

- (a) The only audio and video equipment and devices which Unit Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions;
- (b) Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting.
- (c) Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording; and

- (d) At least 24 hours' prior notice shall be given to the secretary of the Association by any Unit Owner desiring to make an audio or video tape of the meeting.

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

ARTICLE VII NOTICES

7.1 Notice of Members' Meetings: Notice of a meeting of members, stating the time and place and the purpose(s) for which the meeting is called, and including an agenda, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property. The notice of the annual meeting shall be sent by mail to each Unit Owner in the manner provided by in the Declaration, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice shall effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. The posting shall be for at least fourteen (14) continuous days. Proof of posting and mailing of the notice shall be given by affidavit of the person providing the notice or by a United States postal service certificate of mailing.

7.2 Notice - Waiver. Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his or her (or his or her authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called. Additionally, whenever any notice is required to be given under the provisions of Florida Statute or by these ByLaws, a waiver thereof, in writing, signed by the person or person entitled to such notice, whether before or after the time state therein, shall be deemed the equivalent thereof.

7.3 Proof of Notice. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed, posted or hand delivered in accordance with this Section and section 718.112(2)(d) of the Act, to each Unit Owner at the address last furnished to the Association.

ARTICLE VIII FINANCES

8.1 Accounts: Receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications, as shall be appropriate.

(a) Current Expenses: Current expenses shall include all receipts and expenditures to be made within the year from which the receipts are budgeted and may include a reasonable allowance for contingencies and working funds, the balance in this fund at the end of each year shall be applied to reduce the assessment for current expenses for the succeeding year or to fund reserves.

(b) Reserves for Deferred Maintenance: Reserves for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

(c) Reserves for Replacement: Reserves for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Betterments: Reserves for betterments shall be used for capital expenditures for additional improvements or additional personal property that will become part of the Common Elements. Reserves for betterments shall be budgeted within the sole discretion of the Board of Directors.

8.2 Budget:

(a) Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expense and contain at least all items set forth in Section 718.504(21), Florida Statutes, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount of reserves shall be computed by means of a formula which is based upon the estimated remaining useful life and the estimated replacement cost of each reserve item. Reserves shall not be required if the members of the Association have, by a majority vote at a duly called meeting of members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect.

(b) Adoption of Budget. The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

i) Notice of Meeting. A copy of the proposed budget of Common Expenses shall be mailed to each Unit Owner not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The delivery and posting of said Notice shall be governed by Article 7.

ii) Special Membership Meeting. If a budget is adopted by the Board of Directors which requires Assessments against such Unit owners in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of the Unit Owners (i.e., 10% of the voting interests in the Association), a special meeting of the Unit Owners shall be held within thirty (30) days of delivery of such application to the Board of Directors. Each Unit Owner shall be given at least fourteen (14) days' notice of said meeting. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed, posted or hand delivered in accordance with this Section and section 718.112(2)(d) of the Act, to each Unit Owner at the address last furnished to the Association. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require a vote of Owners of not less than 50% of all the Units (including Units owned by Developer). If a meeting of the Unit Owners has been called as aforesaid and a quorum is not obtained or a substitute budget has not been adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled.

iii) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded further from such computation Assessments for improvements to the Condominium property.

iv) Developer Control. As long as Developer is in control of the Board of Directors of the Association, the Board shall not impose Assessments for a year greater than one hundred fifteen percent (115%) of the prior year's Assessments, as herein defined, without the approval of a majority of Unit Owners other than the Developer.

8.3 Assessments: Assessments against a Unit Owner for his or her share of the items of the budget shall be made in advance on or before December 20 preceding the year for which the Assessments are made. Such Assessment shall be due in twelve (12) equal monthly installments, one of which shall be due on the first day of each month of the fiscal year for which the Assessments are made. If an annual Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior Assessment and monthly payments thereon shall be due from the first day of each month until changed by an amended Assessment. In the event the annual

Assessment proves to be insufficient, the budget and the Assessments may be amended at any time by the Board of Directors, subject to the provisions of this Section, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board of Directors.

8.4 Acceleration of Assessment Installment Upon Default: If a Unit Owner shall be in default in the payment of an installment upon his Assessments, the Board of Directors or its agent may accelerate the Assessments installments upon thirty (30) days prior written notice to the Unit Owner and the filing of the claim of lien, and the then unpaid balance of the Assessments for the balance of the budget year shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to the Unit Owner by certified mail, whichever shall first occur.

8.5 Assessments for Emergencies: Assessments for Common Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be made only after notice of the need for such is given to the Unit Owners. After such notice the Assessment shall become effective, and it shall be due after thirty (30) days notice in such manner as the Board of Directors of the Association may require the notice of Assessment. Such Assessment would be in proportion to the percentages of ownership set forth in the schedule contained in the Declaration.

8.6 Financial Reporting: The Association shall maintain accounting records in the State, according to uniform accounting principals and standards used by similar associations and in accordance with rules adopted by the Division. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a report of cash receipts and disbursements, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due.

Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within twenty-one (21) days after the financial report is completed or received by the Association from the third party, the Association shall mail, or furnish by personal delivery, to each Unit Owner a complete financial report of cash receipts and disbursements for the previous twelve (12) months or a notice that a copy of the financial report will be mailed or hand delivered to the Unit Owner without charge upon receipt of a written request from the Unit Owner. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Cost for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Cost for recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Cost for building maintenance and repair;
- (h) Insurance costs;
- (i) Administrative and salary expenses; and

(j) Reserves for capital expenditures, deferred maintenance and any other category for which the Association maintains a reserve account or accounts.

Without a meeting of or approval by Unit Owners, the Association may prepare or cause to be prepared a complete set of audited financial statements, although, if approved by a majority of the voting interests at a properly called meeting of the Association, the Association may prepare or cause to be prepared a report of cash receipts and disbursements, as previously provided, a complied financial statement, or a reviewed financial statement in lieu of the audited financial statement. Such meeting and approval must occur prior to the end of the fiscal year and is effective only for the fiscal year in which the vote is taken. Prior to turnover of control from the Developer to the Association, all Unit Owners including the Developer may vote on issues related to the preparation of financial reports for the first two years of the Association's operation, beginning with the fiscal year in which the Declaration is recorded. Thereafter, all Unit Owners except the Developer may vote on such issues until control is turned over to the Association by the Developer.

8.7 Fidelity Bond: Fidelity bonds shall be required by the Board of Directors from all persons who control or disburse funds of the Association, including those authorized to sign checks and the President, Secretary and Treasurer of the Association. The amount of such bonds shall be determined by the Directors but in any event shall not be less than the maximum funds that will be in the custody of the Association or its management agent at any one time for each such person. The premiums on such bonds shall be paid by the Association. In the case of a person providing management services to the Association and required to be licensed pursuant to Florida Statute., the cost of bonding may be reimbursed by the Association, provided such person shall provide to the Association a certificate of insurance in the amount not less than the maximum funds that will be in the custody of the Association or its management agent at any one time.

8.8 Notice of Meetings: Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments and shall be at least given fourteen (14) days prior to the meeting.

ARTICLE IX TRANSFER OF ASSOCIATION CONTROL

9.1 Developer Control: The Board shall consist of three (3) Directors during the period that Developer is entitled to appoint a majority of the Directors, as hereinafter provided. Developer shall have the right to appoint all of the members of the Board of Directors until the occurrence of one of the following events:

(a) When Unit Owners other than Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third ($\frac{1}{3}$) of the members of the Board of Directors.

(b) Unit Owners other than the developer are entitled to elect not less than a majority of the members of the Board upon the occurrence of one of the following events:

(1) three years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(2) three months after ninety (90%) percent of the Units that will be ultimately operated by the Association have been conveyed to purchasers;

(3) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by Developer in the ordinary course of business;

(4) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by Developer in the ordinary course of business; or

(5) seven (7) years after the date the Declaration is recorded, whichever occurs first.

However, the Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as Developer holds for sale in the ordinary course of business five percent (5%) of the Units that will be operated

ultimately by the Association.

9.2 Transfer of Control.

(a) Notwithstanding any of the provision provided for herein, the Developer, in its sole discretion, may transfer control of the Association to Unit Owners other than Developer prior to the date set forth herein above, provided that sufficient time for mailing of the first notice of elections, as required by section 718.112(d)3, F.S. is given by causing all of its appointed Directors to resign without replacing them. Unit Owners other than Developer shall then elect Directors and assume control of the Association.

(b) Within seventy-five (75) days after Unit Owners other than Developer are entitled to elect a member or members of the Board of Directors, or sooner if Developer has elected to accelerate such event as set forth above, the Association shall call, and give not less than sixty (60) days' notice of a meeting of the Unit Owners to elect such member or members of the Board of Directors. The election shall proceed as provided in Florida Statute §718.112(2)(d).

(c) Upon the election of the first Unit Owner other than the Developer to the Board of Directors, Developer shall forward to the Division of Florida Land Sales, Condominiums and Mobile Homes, Bureau of Condominiums, the name and mailing address of the members of the Board of Directors.

9.3 Relinquishment of Control. At the time the Unit Owners other than Developer elect a majority of the members of the Board of Directors of the Association, Developer shall relinquish control of the Association and such Unit Owners shall accept such control. Simultaneously, (except as to subparagraph g, which may be up to ninety (90) days thereafter) Developer shall deliver to the Association, at Developer's expense, all property of the Unit Owners and of the Association held or controlled by Developer, including, but not limited to, the following items, if applicable:

(a) The original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration.

(b) A certified copy of the Articles of Incorporation of the Association.

(c) A copy of the By-Laws of the Association.

(d) The minute books, including all minutes, and other books and records of the Association.

(e) Any rules and regulations which have been adopted.

(f) Resignations of resigning officers and Board members who were appointed by Developer.

(g) The financial records, including financial statements of the Association, and source documents since the incorporation of the Association through the date of the turnover. The records shall be audited by an independent certified public accountant for the period from the incorporation of the Association or from the period covered by the last audit, if an audit has been performed for each fiscal year since incorporation. All financial statements shall be prepared in accordance with generally accepted accounting principles and shall be audited in accordance with generally accepted auditing standards, as prescribed by the Florida Board of Accountancy. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for Association purposes, and billings, cash receipts and related records to determine that Developer was charged and paid the proper amounts of assessments.

(h) Association funds or the control thereof.

(i) All tangible personal property that is the property of the Association or is or was represented by Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.

(j) A copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying of equipment, and for the construction and installation of all mechanical components servicing the Improvements and the Condominium Property, with a Certificate, in affidavit form, of an officer of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and the construction and installation of the mechanical components serving the Improvements and the Condominium Property.

(k) Insurance policies.

(l) Copies of any certificates of occupancy which may have been issued for the Condominium Property.

(m) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association.

(n) A list of the names and addresses, of which Developer had knowledge at any time in the development of the Condominium, of all contractors, subcontractors and suppliers utilized in the construction or remodeling of the Improvements and the landscaping of the Common Elements.

(o) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.

(p) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on Developer's records.

(q) Leases of the Common Elements and other leases to which the Association is a party, if applicable.

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

(s) All other contracts to which the Association is a party.

ARTICLE X AMENDMENT

10. Amendments. Except as in the Declaration provided otherwise, these By-Laws may be amended in the following manner.

10.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered and shall be noticed as provided for herein for Special Meetings.

10.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:

(a) by not less than 75% of the votes of all members of the Association represented at a meeting at which a quorum has been attained and by not less than 75% of the entire Board of Directors; or

(b) after control of the Association has been turned over to Unit Owners other than Developer, by not less than 80% of the votes of the members of the Association represented at a meeting at which a quorum has been attained.

10.3 Developer Control. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.

10.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to these By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary of the Association with the formalities of a deed, or by Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Pinellas County with an identification on the first page of the amendment of the Official Records Book and Page of said Public Records.

ARTICLE XI MISCELLANEOUS

11.1 Policy of Nondiscrimination. The Board of Directors of the Association is empowered to approve or disapprove of purchasers and lessees of Condominium Units and the Board shall make reasonable rules, regulations, and standards governing the approval or disapproval of purchasers or lessees which regulations and standards shall be designed to maintain a community of congenial residents of good character and with sufficient financial ability to timely pay the Assessments of the Association and taxes and other requirements for payments resulting from residence in the Condominium. However, no person shall be denied the right to purchase or lease a Unit because of race, religion, sex, national origin, marital status or handicap. Such standards by which purchasers and lessees within the Condominium shall be qualified, shall be drafted by or under the direction of the first elected Board of Directors after the Developer relinquishes control of the Association.

11.2 Rules and Regulations. Attached to the Prospectus of the Condominium are the initial rules and regulations (the "Rules and Regulations") concerning the use of portions of the Condominium. The Board of Directors may, from time to time, modify, amend or add to such Rules and Regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than Developer, Owners of a majority of the Units may overrule the Board with respect to any such modifications, amendments or additions. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulations be adopted which would prejudice the rights reserved to Developer.

11.3 Construction. Wherever the context so permits, the singular shall include plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

11.4 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

11.5 Official Records. From the inception of the Association, the Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association.

- a. The plans, permits, warranties and other items provided by Developer pursuant to Section 718.301(4), Florida Statutes (2003);

- b. A photocopy of the recorded Declaration of Condominium and all amendments thereto;
- c. A photocopy of the recorded By-Laws of the Association and all amendments thereto;
- d. A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
- e. A copy of the current Rules and Regulations of the Association;
- f. A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than 7 years;
- g. A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and if known, telephone numbers;
- h. All current insurance policies of the Association and the Condominium;
- i. A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility;
- j. Bills of sale or transfer for all property owned by the Association;
- k. Accounting records for the Association and the accounting records for the Condominium. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall include, but not be limited to:
 - i) Accurate, itemized, and detailed records for all receipts and expenditures.
 - ii) A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.
 - iii) All audits, reviews, accounting statements, and financial reports of the Condominium.
 - iv) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year.
- l. Ballots, sign-in sheets, voting proxies and all other papers relating to elections, which shall be maintained for a period of 1 year from the date of the meeting to which the documents relate;
- m. All rental records where the Association is acting as agent for the rental of Units;
- n. A copy of the current Question and Answer sheet, in the form required by the Division, which shall be updated annually;
- o. All other records of the Association not specifically listed above but which are related to the operation of the Association.

The official records of the Association shall be maintained in the State of Florida.

The official records of the Association are open to inspection by any Association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member. The Association may adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying.

The Association shall maintain an adequate number of copies of the Declaration, Articles of Incorporation and By-Laws and Rules, and all amendments to each of the foregoing, as well as the Question and Answer sheet provided for in the Act and year end financial information required by the Act on the condominium property to ensure their availability to Unit Owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the same. Notwithstanding the foregoing, the following records shall not be accessible to Unit Owners:

- (aa) Any record protected by the lawyer-client privilege as described in Section 90.502, F.S., and any record protected by the work product privilege including any record prepared at the attorneys' express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.
- (bb) Information obtained by the Association in connection with the approval of the lease, sale or other transfer of a Unit.
- (cc) Medical records of Unit Owners.

11.6 Waiver of Jury Trial. All Unit Owners, the Association, the Developer and all other persons or entities that now or hereafter claim an interest in the Condominium Property hereby waive the right to a jury trial with regard to any litigation involving one or more of aforesaid parties. It is the intent of this paragraph that any litigation, including without limitation, any litigation by the Association or Unit Owners against the Developer be tried by a judge without a jury in order to expedite such proceedings, to limit costs and expenses to be incurred, and to permit technical issues to be determined by the judge.

11.7 Robert's Rules of Order. Robert's Rules of Order, the latest edition, shall govern the conduct of the meetings of the Association and the Board of Directors when not in conflict with the Declaration, Articles of Incorporation or these By-Laws.

The foregoing was adopted as the By-Laws of Scopello CONDOMINIUM Association, a Florida not-for-profit corporation organized under the laws of the state of Florida at the first meeting of the Board of Directors on the 29 day of August, 2003.

SCOPELLO CONDOMINIUM ASSOCIATION, INC.,
a Florida not-for-profit corporation.

By: Sandip I. Patel

Name: Sandip I. Patel

Title: President

Attest: Steven W. Moore

Steven W. Moore, Secretary

SCOPELLO
A CONDOMINIUM
PROPOSED BUDGET (2003)

	Annually	Monthly
Property Utilities		
Electricity	\$8,500.00	\$708.33
Water/Sewer	\$8,700.00	\$725.00
Trash Removal	\$2,500.00	\$208.33
Landscaping	\$6,000.00	\$500.00
Cable Television	\$3,100.00	\$258.33
Fire Pump	\$500.00	\$41.67
Fire Alarm	\$500.00	\$41.67
Building Maintenance		
Cleaning	\$3,200.00	\$266.67
Repairs	\$600.00	\$50.00
Supplies	\$250.00	\$20.83
Sprinkler System	\$500.00	\$41.67
Garage Security	\$300.00	\$25.00
Pest Control	\$350.00	\$29.17
Insurance:	\$35,000.00	\$2,916.67
Reserves	\$11,750.00	\$979.17
State of Florida Fees	\$72.00	\$6.00
Management Fees	\$4,500.00	\$375.00
Administration Expense	\$900.00	\$75.00
Rent for Recreational and other commonly used facilities	N/A	N/A
Taxes upon Association Property	N/A	N/A
Taxes upon Leased Areas	N/A	N/A
Security Provisions	N/A	N/A
Operating Capital	N/A	N/A
Other Expenses	N/A	N/A
TOTAL OPERATING BUDGET	\$87,222.00	\$7,268.50

SCOPELLO
A CONDOMINIUM
RESERVE BUDGET

	Estimated Useful Life	Remaining Useful Life	Estimated Replacement Cost	Annual Cost	Estimated Fund Balance
Roof					
Built-up Roof	15	15	\$42,000.00	\$2,800.00	\$0.00
Tile Mansard Roof	30	30	\$22,500.00	\$750.00	\$0.00
Building Painting	7	7	\$34,200.00	\$4,885.71	\$0.00
Security Equipment	15	15	\$5,400.00	\$360.00	\$0.00
Elevator	15	15	\$35,000.00	\$2,333.33	\$0.00
Common Corridor	15	15	\$6,750.00	\$450.00	\$0.00
 TOTAL ANNUALLY				 <u>\$11,579.05</u>	

SCOPELLO
A CONDOMINIUM

Per Unit Assessment

	Annual	Monthly
A-1	\$5,940.00	\$495.00
A-2	\$5,940.00	\$495.00
A-3	\$5,940.00	\$495.00
B-1	\$5,940.00	\$495.00
B-2	\$5,940.00	\$495.00
B-3	\$5,940.00	\$495.00
C-1	\$4,140.00	\$345.00
C-2	\$4,140.00	\$345.00
C-3	\$4,140.00	\$345.00
D-1	\$4,464.00	\$372.00
D-2	\$4,464.00	\$372.00
D-3	\$4,464.00	\$372.00
E-1	\$3,960.00	\$330.00
E-2	\$3,960.00	\$330.00
E-3	\$3,960.00	\$330.00
F-1	\$4,632.00	\$386.00
F-2	\$4,632.00	\$386.00
F-3	\$4,632.00	\$386.00
	\$87,228.00	

ARTICLES OF INCORPORATION**FOR****SCOPELLO CONDOMINIUM ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to Florida Statute §617.00 et.seq., hereby adopts the following Articles of Incorporation:

ARTICLE 1**NAME AND PRINCIPAL ADDRESS**

The name of the corporation shall be SCOPELLO CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association." The principal address and principal place of business of the corporation shall be 8200 Bryan Dairy Road, Suite 300, Largo, Florida 33777.

ARTICLE 2**REGISTERED OFFICE AND AGENT**

The address of its registered office in the State of Florida is c/o STEVEN W. MOORE, P.A., 8200 Bryan Dairy Road, Suite 300, in the City of Largo, County of Pinellas, Florida 33777. The name of its registered agent at such address is Steven W. Moore, Esquire.

ARTICLE 3**PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes. The for which this corporation is organized is to provide an entity responsible for the operation of a condominium located in Pinellas County, Florida, and known as SCOPELLO, a Condominium (the "Condominium"). The Association shall automatically assume all rights, powers and duties provided for herein and in the Act, the By-Laws and the applicable Declaration of Condominium and all amendments thereto (the "Declaration"), upon recordation of the Declaration in the Public Records of Pinellas County, Florida, naming the Association as the association being responsible for the operation of the Condominium.

ARTICLE 4**POWERS**

The powers of the Association shall include and be governed by the following:

4.1 **General.** The Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the By-Laws or the Act.

4.2 **Specific Powers.** The Association shall have all of the powers and duties set forth in the Act, except as limited by these Articles, the By-Laws and the Declaration (to the extent that they are not in conflict with the Act), and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws, as amended from time to time, including, but not limited to, the following:



- (a) To perform all of the duties and obligations of the Association as set forth in the Declaration, as amended from time to time.
- (b) To assess, levy, collect and enforce payment, by any lawful means, assessments and other charges against members as Unit Owners.
- (c) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.
- (d) To hold, convey, lease and mortgage Condominium Property for the benefit of the Unit Owners.
- (e) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property, and other property acquired or leased by the Association.
- (f) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners.
- (g) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners.
- (h) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.
- (i) To enforce by legal means the provisions of the Act, the Declaration, these Articles, By-Laws, and the Rules and Regulations for the use of the Condominium Property.
- (j) To contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collections of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes.
- (k) To employ personnel to perform the services required for the proper operation of the Condominium.

4.3 Distribution of Income; Dissolution. The Association shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not for Profit Corporation Act, Chapter 617, Florida Statutes, provided that in the event of dissolution, the surface water management system shall be conveyed to an appropriate agency of local government, and if it is not accepted, then it shall be dedicated to a similar non-profit corporation.

4.4 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, By-Laws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those hereof and of the Declaration and By-Laws to the extent that the Act is more restrictive.

ARTICLE 5
QUALIFICATION OF MEMBERS AND VOTING

5.1 **Membership.** The members of the Association shall constitute all the record title owners of residential units in the Condominium.

5.2 **Assignment.** The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

5.3 **Voting.** The owner of each condominium unit shall be entitled to at least one (1) vote as a member of the Association. The manner of exercising voting rights shall be determined by the Declaration and By-Laws.

ARTICLE 6
TERMS OF EXISTENCE

The Association shall exist perpetually, unless terminated by due process of law.

ARTICLE 7
SUBSCRIBERS

The name and address of the Incorporator of these Articles of Incorporation are as follows:

NAME

Steven W. Moore

ADDRESS

c/o Steven W. Moore, P.A.
8200 Bryan Dairy Road, Suite 300
Largo, Florida 33777

ARTICLE 8
OFFICERS

8.1 The officers of the corporation shall be President, Vice President, Secretary and a Treasurer. The person may hold the offices of the President and Treasurer simultaneously.

8.2 The officers must be members of the Association and shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors.

8.3 The officers shall have such duties, responsibilities and powers as provided in the ByLaws.

8.4 The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are, as follows:

President Sandip I. Patel

Vice President Steven W. Moore

Secretary Steven W. Moore

Treasurer

Sandip I. Patel

ARTICLE 9

BOARD OF DIRECTORS

9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws. This corporation shall have three (3) members of the board initially. The number of directors may be changed from time to time as provided by the ByLaws, but their number shall never be less than three (3). Directors, other than designees of the Developer, must be members of the Association.

9.2 Duties and Powers. The affairs of this corporation shall be managed by the Board of Directors. All of the duties and powers of the Association existing under the Act, the Declaration, the Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

9.3 Election; Removal: Directors of the Association shall be elected at the annual meeting of the members, and may be elected to staggered terms, in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

9.4 Term of Developer's Directors. The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.

9.5 Initial Directors. The names and addresses of the members of the initial Board of Directors are as follows:

NAMEADDRESS

Sandip I. Patel

8200 Bryan Dairy Road, Suite 300
Largo, Florida 33777

Steven W. Moore

8200 Bryan Dairy Road, Suite 300
Largo, Florida 33777

David Grieco

8200 Bryan Dairy Road, Suite 300
Largo, Florida 33777

ARTICLE 10

INDEMNIFICATION

The Corporation shall defend, indemnify and hold harmless every Registered Agent, Director or Officer and his or her heirs, personal representatives and administrators against liability and against expenses including attorneys fees and appellate attorneys fees reasonably incurred by him or her in connection with any action, suit or proceeding to which he or she may be made a party by reason of his or her having been a Registered Agent, Director or Officer of this Corporation, except in relation to matters as to which he or she shall be finally adjudged in such action, suit or proceeding to be liable for willful misconduct. The foregoing rights shall be exclusive of other rights to which he or she may be entitled. The provisions of this Article may not be amended without the prior written consent of all persons whose interests would be

adversely affected by such amendment.

ARTICLE 11 **BY-LAWS**

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws and Declaration.

ARTICLE 12 **AMENDMENTS**

Amendments to these Articles shall be proposed and adopted in the following manner:

12.1 . The Articles of Incorporation may be amended at any special or regular meeting by approval of not less than the majority of the entire membership of the Board of Directors and a majority of the members of the Association, or by not less than unanimous votes of all the members of the Association. Any amendment of these Articles will be voted upon only after notice of any meeting as required by the ByLaws of the Association.

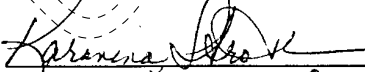
12.3 Limitation. No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, nor any changes in Section entitled "Powers," without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate of the Developer, unless the Developer shall join in the execution of the amendment. No amendment to this paragraph shall be effective.

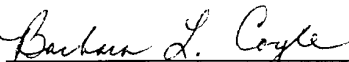
12.4 Developer Amendments. To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

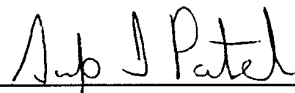
12.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Pinellas County, Florida. The amendment shall be valid when recorded with identification on the first page of the book and page number of the public records where the Declaration was recorded.

IN WITNESS WHEREOF, the Incorporator has affixed his signature the day and year set forth below.

Witnesses:

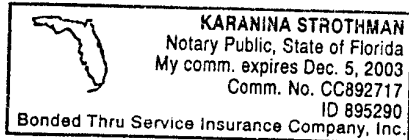

Print Name: KARANINA STROTSMAN

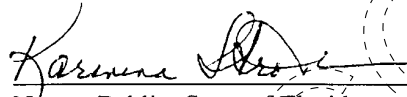

Print Name: BARBARA L. COYLE


Sandip I. Patel

STATE OF FLORIDA)
) SS:
COUNTY OF PINELLAS)

The foregoing instrument was acknowledge before me this 29 day of August, 2003,
by Sandip I. Patel, who is personally known to me and did not take an oath.





Notary Public, State of Florida
My Commission Expires:

Acknowledgment of Registered Agent

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

By: 

Steven W. Moore, Esquire
Registered Agent

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF
PROCESS WITHIN THE STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.**

In compliance with the laws of Florida, the following is submitted.

First – That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing articles of incorporation, at City of Largo, County of Pinellas, State of Florida, the corporation named in the said articles has named Steven W. Moore, located at 8200 Bryan Dairy Road, Suite 300, Largo, Florida 33777, as its statutory registered agent.

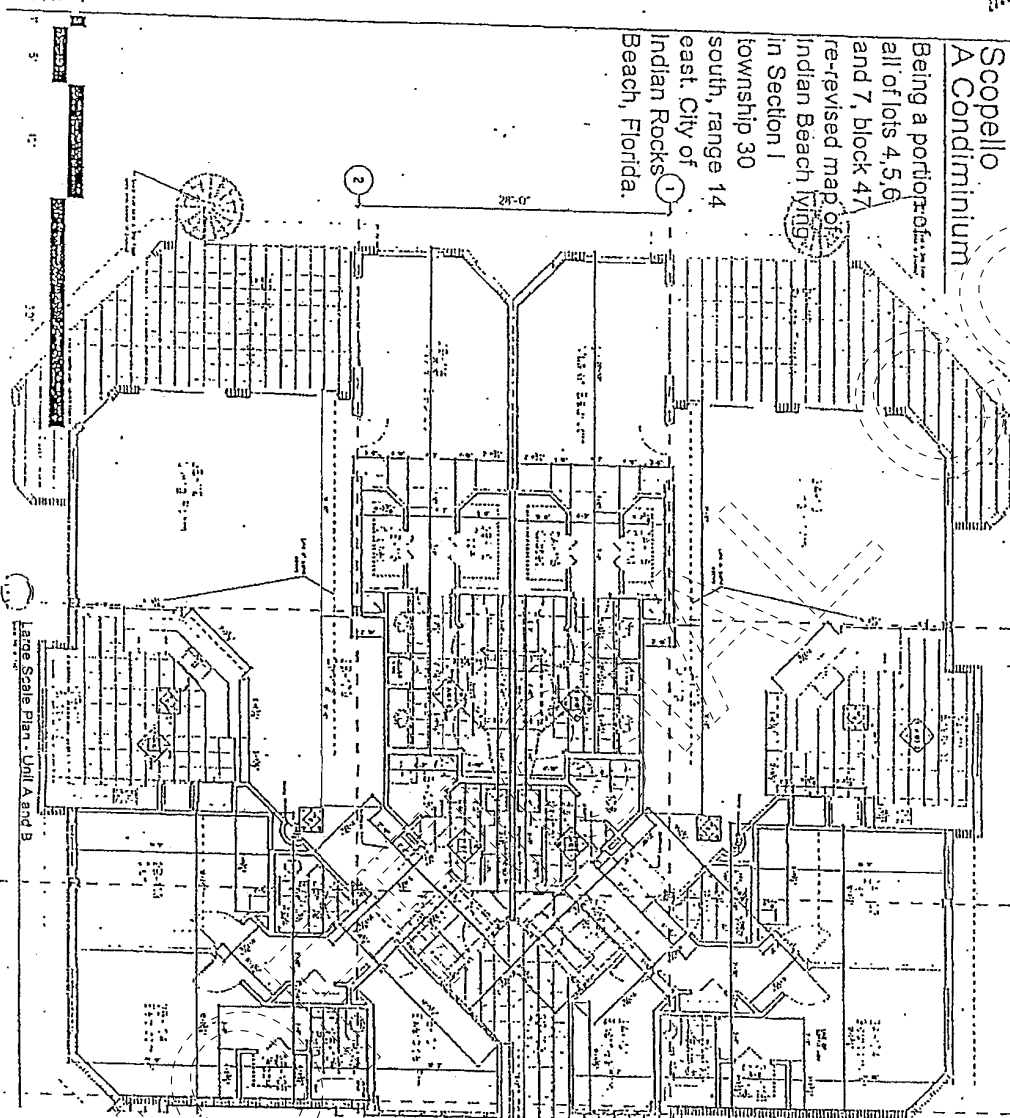
Having been named the statutory agent of said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.


STEVEN W. MOORE
REGISTERED AGENT

DATED this 25 day of August, 2003.

Being a portion of the...

Being a portion
all of lots 4, 5, 6
and 7, block 47
re-revised map,
Indian Beach IV,
in Section 1
township 30
south, range 14
east. City of
Indian Rocks
Beach, Florida.



Condominium Floors 2-4

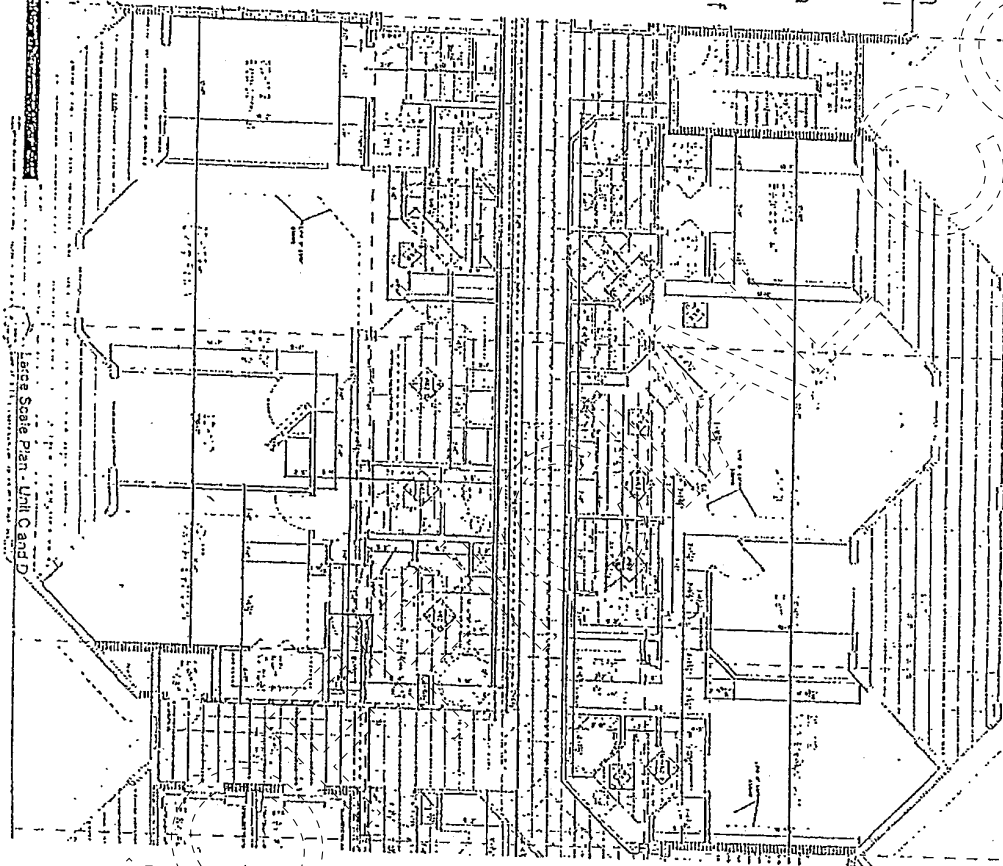
201
301
401

202
302
402

AB 22ab 5-21-78-44323	PROJECT: AIA C1505 DRAWN BY: CHECKED BY: DATE: 10/26/82 15-1	REVISIONS 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508
--------------------------	--	---

Scopello
A Condominium

Being a portion of all of lots 4,5,6 and 7, block 47, re-revised map of Indian Beach lying in Section 1 township 30 south, range 14 east. City of Indian Rocks Beach, Florida.



Large Scale Plan - Unit C and D

Condensation Floors 2-4

UNITS

203
303
403

UNITS

204
304
404

Scopello's Condominium
Eighteen Unit Condominium
Indian Rocks Beach, Florida

ESSCO

JEFFREY A. ALBERTSON
 200 MILL STREET
 ACQUITTINO & PAVONI
 INCENTRA AVE.
 ST. CATERINA, F.O.R.O.
 2071
 (221) 6-4433
 FAX (221) 6-4432
 200 MILL STREET
 ST. CATERINA, F.O.R.O.

PROFESSIONAL SEAL

REVISIONS:

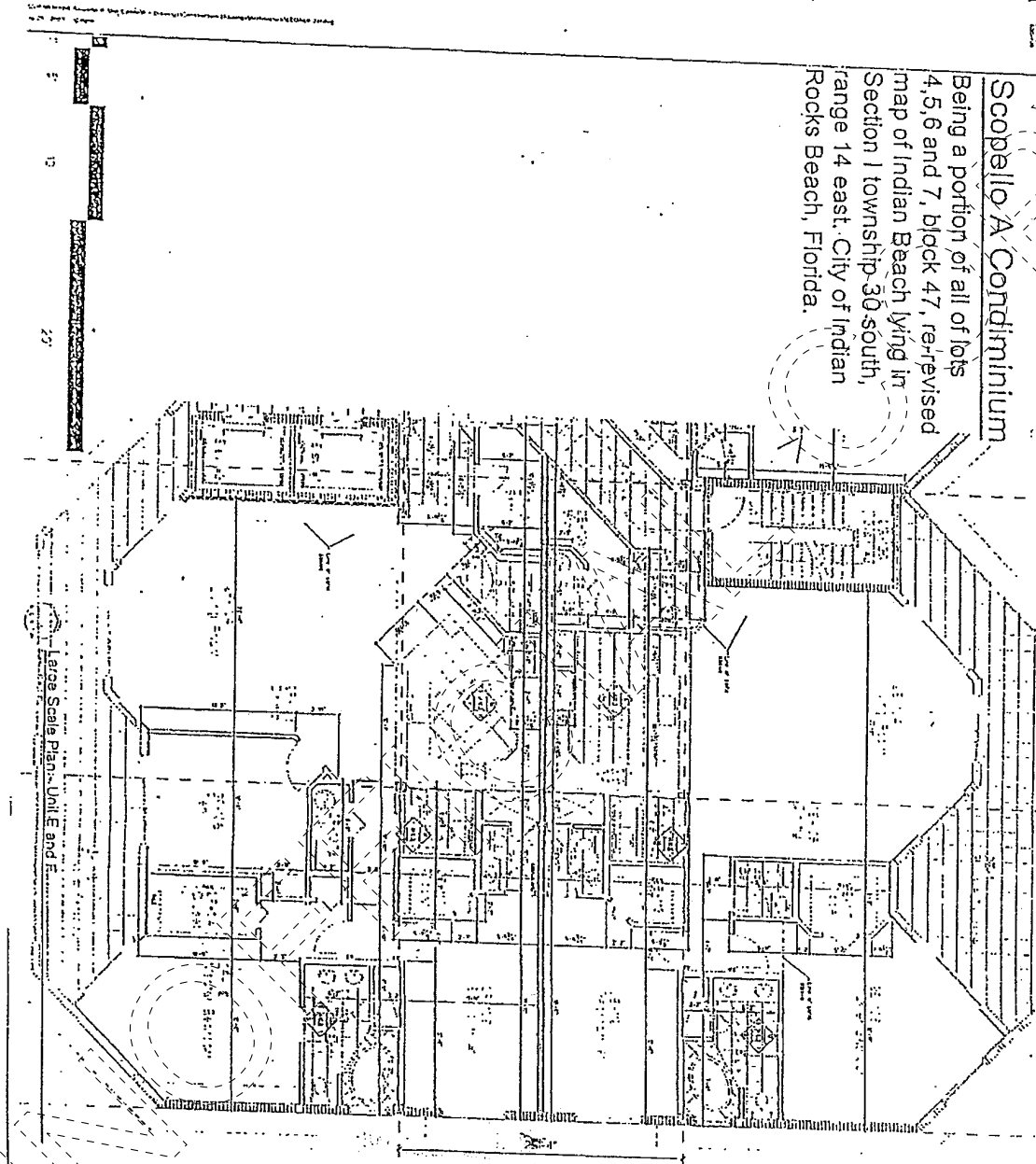
Large Blue Pans
and
Wetland

60-108
60-109
60-110
60-111

A8.2cd
[m] 12 4472

Scopello A Condominium

Being a portion of all of lots 4, 5, 6 and 7, block 47, re-revised map of Indian Beach lying in Section 1 township 30 south, range 14 east, City of Indian Rocks Beach, Florida.



UNITS

205
305
405

UNITS

206
306
406

Condominium Floors 2-4

AB 26f SHEET NUMBER		PREPARED BY DATE		REVISIONS DATE		PROJECT NAME DRAWN BY CHECKED BY DATE		PROFESSIONAL SEAL EXPIRATION DATE		Scopello a Condominium Eighteen Unit Condominium Indian Rocks Beach, Florida		RESOLD UNIT NO. UNIT PRICE INTERESTING PRICE BY DATE	
-------------------------------	--	---------------------	--	-------------------	--	--	--	--------------------------------------	--	--	--	--	--

SCOPELLO
A CONDOMINIUMPercentage of undivided share of ownership of the common elements and common expenses,
based on air conditioned square footage

UNIT	SQUARE FOOTAGE	% OWNERSHIP
A-1 201	2,660	0.0681003584
A-2 301	2,660	0.0681003584
A-3 401	2,660	0.0681003584
B-1 202	2,660	0.0681003584
B-2 302	2,660	0.0681003584
B-3 402	2,660	0.0681003584
C-1 203	1,860	0.0476190476
C-2 303	1,860	0.0476190476
C-3 403	1,860	0.0476190476
D-1 204	2,000	0.051203277
D-2 304	2,000	0.051203277
D-3 404	2,000	0.051203277
E-1 205	1,770	0.0453149002
E-2 305	1,770	0.0453149002
E-3 405	1,770	0.0453149002
F-1 206	2,070	0.0529953917
F-2 306	2,070	0.0529953917
F-3 406	2,070	0.0529953917

SCOPELLO
A CONDOMINIUM

Per Unit Assessment

<u>UNIT</u>	<u>ANNUAL</u>	<u>MONTHLY</u>
A-1 <u>201</u>	\$5,940.00	\$495.00
A-2 <u>301</u>	\$5,940.00	\$495.00
A-3 <u>401</u>	\$5,940.00	\$495.00
B-1 <u>202</u>	\$5,940.00	\$495.00
B-2 <u>302</u>	\$5,940.00	\$495.00
B-3 <u>402</u>	\$5,940.00	\$495.00
C-1 <u>203</u>	\$4,140.00	\$345.00
C-2 <u>303</u>	\$4,140.00	\$345.00
C-3 <u>403</u>	\$4,140.00	\$345.00
D-1 <u>204</u>	\$4,464.00	\$372.00
D-2 <u>304</u>	\$4,464.00	\$372.00
D-3 <u>404</u>	\$4,464.00	\$372.00
E-1 <u>205</u>	\$3,960.00	\$330.00
E-2 <u>305</u>	\$3,960.00	\$330.00
E-3 <u>405</u>	\$3,960.00	\$330.00
F-1 <u>206</u>	\$4,632.00	\$386.00
F-2 <u>306</u>	\$4,632.00	\$386.00
F-3 <u>406</u>	\$4,632.00	\$386.00
	\$87,228.0	

SCOPELLO
A CONDOMINIUMPercentage of undivided share of ownership of the common elements and common expenses,
based on air conditioned square footage

UNIT	SQUARE FOOTAGE	% OWNERSHIP
A-1 201	2,660	0.0681003584
A-2 301	2,660	0.0681003584
A-3 401	2,660	0.0681003584
B-1 202	2,660	0.0681003584
B-2 302	2,660	0.0681003584
B-3 402	2,660	0.0681003584
C-1 203	1,860	0.0476190476
C-2 303	1,860	0.0476190476
C-3 403	1,860	0.0476190476
D-1 204	2,000	0.051203277
D-2 304	2,000	0.051203277
D-3 404	2,000	0.051203277
E-1 205	1,770	0.0453149002
E-2 305	1,770	0.0453149002
E-3 405	1,770	0.0453149002
F-1 206	2,070	0.0529953917
F-2 306	2,070	0.0529953917
F-3 406	2,070	0.0529953917

SCOPELLO
A CONDOMINIUM

Per Unit Assessment

<u>UNIT</u>	<u>ANNUAL</u>	<u>MONTHLY</u>
A-1 <u>201</u>	\$5,940.00	\$495.00
A-2 <u>301</u>	\$5,940.00	\$495.00
A-3 <u>401</u>	\$5,940.00	\$495.00
B-1 <u>202</u>	\$5,940.00	\$495.00
B-2 <u>302</u>	\$5,940.00	\$495.00
B-3 <u>402</u>	\$5,940.00	\$495.00
C-1 <u>203</u>	\$4,140.00	\$345.00
C-2 <u>303</u>	\$4,140.00	\$345.00
C-3 <u>403</u>	\$4,140.00	\$345.00
D-1 <u>204</u>	\$4,464.00	\$372.00
D-2 <u>304</u>	\$4,464.00	\$372.00
D-3 <u>404</u>	\$4,464.00	\$372.00
E-1 <u>205</u>	\$3,960.00	\$330.00
E-2 <u>305</u>	\$3,960.00	\$330.00
E-3 <u>405</u>	\$3,960.00	\$330.00
F-1 <u>206</u>	\$4,632.00	\$386.00
F-2 <u>306</u>	\$4,632.00	\$386.00
F-3 <u>406</u>	\$4,632.00	\$386.00
	\$87,228.0	

FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET
SCOPELLO CONDOMINIUM ASSOCIATION, INC.
AS OF AUGUST 29, 2003

Q. What are my voting rights in the condominium association?

A. Each Unit is entitled to one (1) vote which, in the case of joint ownership, shall be cast as the owners decide between/among themselves. (See Section 4.3 of the Declaration and Section 2.4 and Article 5 of the Bylaws, and Section 4.3 of the Articles).

Q. What restrictions exist in the condominium documents on my right to use my unit?

A. Please refer to the Declaration of Condominium Section 19, and the Rules and Regulations of the Association which provide (among other things) that your Unit may be used only for lawful purposes, that sound backing is required under hard-surfaced floors, certain pet restrictions are in effect. Be careful to review what types of vehicles may be parked on or around the condominium property.

Q. What restrictions exist in the condominium document on the leasing of my unit?

A. The Board of Directors has the right to approve all leases, sales, and/or transfers of interest or possession. The Board must notify you of approval or disapproval within 10 days. Failure to notify shall be equivalent of consent. A fee not to exceed \$100 can be charged for the approval. The Association has the option to purchase or lease any unit for sale or lease under the same terms as are offered by the unit owner to a third party. Units may be rented for periods not less than one month. (See Section 17 of the Declaration).

Q. How much are my assessments to the condominium association for my unit type and when are they due?

A. Assessments are due on the first day of each month as follows:

A-1, A-2, A-3	Units 201, 301, 401	\$495.00
B-1, B-2, B-3	Units 202, 302, 402	\$495.00
C-1, C-2, C-3	Units 203, 303, 403	\$345.00
D-1, D-2, D-3	Units 204, 304, 404	\$372.00
E-1, E-2, E-3	Units 205, 305, 405	\$330.00
F-1, F-2, F-3	Units 206, 306, 406	\$386.00

Q. Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?

A. No.

Q. Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A. No.

Q. Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? If so, identify each such case.

A. No.

NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT, AND THE CONDOMINIUM DOCUMENTS.

JOINDER BY MORTGAGEE

COLONIAL BANK, as the holder of a Mortgage dated October 16, 2003 recorded in O.R. Book 13172, Page 1109 of Public Records of Pinellas County, Florida, encumbering the lands described in the foregoing Declaration of SCOPELLO, A Condominium (the "Declaration"), joins in the filing of the Declaration as Mortgagee for the limited and sole purpose of consenting to execution and recording of the Declaration.

Signed, sealed and delivered
in the presence of:

COLONIAL BANK

Sandra D. Parks
Printed Name: SANDRA D. PARKS

By:

Joe Taggart
Name: JOE TAGGART
Title: OFFICER

Printed Name:

Evelyn Quintones
Evelyn Quintones

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing joinder was acknowledged before me this 28th day of October, 2003 by Joe Taggart as Lending Officer of Colonial Bank. He/She is personally known to me or has produced _____ as identification.

Sandra D. Parks

Printed Name:
Notary Public - State of Florida
My Commission Expires:
My Commission No.:

Return To:

COURTLAND TITLE, INC.
2358 DREW STREET
CLEARWATER, FL 33765

