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## DECLARATION OF CONDOMINIUM

FOR

BEL-FOREST MANOR

CONDOMINIUMS

## SUBMISSION STATEMENT

 PINELLAS CO. FLORIDA  
 CLERK OF CIRCUIT COURT

MAR 22 2 40 PM '99

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SCIMENS DEVELOPMENT CORPORATION, a Florida corporation, hereinafter called "the Developer" for itself, its successors, grantees and assigns, being the fee simple title holder to the real property described in Exhibit A, attached hereto and made a part hereof, hereby states and declares that said property is submitted to condominium ownership, pursuant to the requirements of Chapter 718 of the Statutes of the State of Florida, which is in effect at the time of this submission, hereinafter sometimes 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 non-exclusive and perpetual unless sooner terminated as provided 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

1.01 The name of the condominium is: BEL-FOREST MANOR CONDOMINIUMS.

1.02 The name of the unit owners' Association is BEL-FOREST MANOR CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, hereinafter referred to as the "Association".

1.03 The resident or registered agent designated to receive service of process upon the Association is ERNEST L. MASCARA, whose address is Florida Federal Building, Fourth Street and Central Avenue, St. Petersburg, Florida 33701.

This instrument was prepared by  
 BY TO: ERNEST L. MASCARA  
 Attorney at Law  
 10th Floor - Florida Federal Bldg.  
 Post Office Box 3542  
 St. Petersburg, Florida 33731

.....Condominium plats pertaining hereto are filed  
 in Condominium Plat Book 36, Pages 29 thru  
 32 inclusive.....

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## 2. Land

The land comprising this Condominium is described on Exhibit A, attached hereto and made a part hereof, as is fully set forth herein.

## 3. 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 unless the context otherwise requires:

3.01 "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.

3.02 "Association" - means the corporate entity described in Article 1.02 hereof, and its successors, which is responsible for the operation of the condominium.

3.03 "Board of Directors" means the board of administrators or other representative body responsible for administration of the Association.

3.04 "Bylaws" - means the Bylaws for the government of the condominium as they exist from time to time.

3.05 "Common Elements" - means the portions of the condominium property not included in the units.

3.06 "Common Expenses" - means the expenses and assessments properly incurred by the Association for the condominium.

3.07 "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.

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

3.09 "Condominium Parcel" - means a unit together with the undivided share in the common elements which is appurtenant to the unit.

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3.10 "Condominium Property" - means and includes the lands that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all rights appurtenant thereto intended for use in connection with the Condominium.

3.11 "Declaration of Condominium" - means the instrument or instruments by which a condominium is created, and such instrument or instruments as they are from time to time amended. Throughout this instrument "Declaration of Condominium" shall be called the "Declaration."

3.12 "Developer" - means Scimens Development Corporation solely.

3.13 "Limited Common Elements" - means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

3.14 "Mortgagee" - means a bank, savings and loan association, insurance company, mortgage company or other like business entity and all purchase money first mortgagees. The term "mortgagee" shall also be deemed to mean "institutional mortgagee" and "institutional first mortgagee".

3.15 "Operation" or "Operation of the Condominium" - means and includes the administration and management of the condominium property.

3.16 "Residential Condominium" - means a condominium comprised of condominium units any of which are intended for use as a private residence, domicile or homestead.

3.17 "Unit" - means a part of the condominium property which is to be subject to private ownership, as designated on Exhibits attached to and made a part of this Declaration.

3.18 "Unit Owner" or "Owner of a Unit" - means the owner of a condominium parcel.

3.19 "Utility Service" - means, as the case may be, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal.

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.

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4. Description - The condominium is described as follows:

4.01 A survey of the land submitted to condominium ownership, is set forth on Exhibit A, attached hereto. A graphic description of the improvement or improvements in which units are located and the identification of each unit by letter, name or number, so that no unit bears the same designation as any other unit, and the plot plan thereof, all in sufficient detail to identify the common elements and each unit and their respective locations and approximate dimensions is attached hereto as Exhibit A.

4.02 The Developer reserves the right to change the interior design or arrangement of all units as long as the Developer owns the units so changed and altered, provided such change shall be reflected by an amendment of this Declaration; any amendment for such purpose need be signed and acknowledged only by the Developer and mortgagee, if any, and need not be approved by the Association, contract vendees, unit owners, or by the condominium, anything herein to the contrary notwithstanding.

4.03 The following non-exclusive easements are expressly granted and/or reserved in favor of the owners and occupants of any condominium unit, their guests and invitees, to-wit:

(1) Utilities: Blanket non-exclusive easements are reserved throughout the condominium property as may be required for utility services in order to adequately serve the condominium area. In the event any unit, recreation area, common or limited common element encroaches upon any utility easement either granted or reserved hereby, by plat or otherwise, such encroachment shall entitle the owner or owners of such encroaching property and their mortgagees, if any, to an automatic non-exclusive easement on said utility easement for as long as such encroachment shall continue.

(2) Encroachments: In the event that any unit shall encroach upon any of the common elements or any other unit for any reason other than the intentional act of the unit owner or in the event that any common element shall encroach upon any unit, then an automatic non-exclusive easement shall exist to the extent of such encroachments so long as the same shall continue.

(3) Traffic: An easement shall exist for pedestrian traffic over, through, and across sidewalks, paths, walks, halls, if any, and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over,



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through, and across such portions of the common elements as may from time to time be paved and intended for such purposes, and such easements shall be for the use and benefit of the unit owners and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the condominium property except to the extent that the space or spaces may be specifically designated and assigned for parking purposes.

(4) Maintenance: Blanket non-exclusive easements are reserved throughout the common and limited common areas of the condominium property, for maintenance purposes in order to adequately maintain such areas.

(5) Access: Each unit owner and any officer, agent, employee or designee of the Association or member of the Board of Directors of the Association shall have access across any limited common elements for the purpose of ingress and egress.

(6) Roads: All unit owners and occupants of any condominium unit, their guests and invitees shall have an easement over any private roads constructed on the condominium property, if any.

(7) Mortgages: In the event any easements, herein referred to, are encumbered by a lien, or other than those on the condominium parcels, such liens shall be required to be subordinate or made subordinate to the use-rights of any condominium unit owner or owners whose condominium parcel is not also encumbered by said lien. In the alternative, an appropriate non-disturbance agreement may be executed and recorded providing at least in part that the use-rights shall not be terminated with respect to any unit owner or owners whose units have not been foreclosed for default.

4.04 Unit Boundaries: Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit as follows:

(1) The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with perimetrical boundaries.

(a) Upper Boundaries: The horizontal plane of the undecorated finished ceiling.

(b) Lower Boundaries: The horizontal plane of the undecorated finished floor.

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(2) Perimetrical Boundaries: The perimetrical boundaries of the unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(a) Exterior Building Walls: The intersecting vertical planes adjacent to and which include the decorated interior surface of the outside walls of the unit including bounding the unit and fixtures thereon, and when there is attached to the building or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(b) Interior Building Walls: The undecorated interior surfaces extending to the intersections with the perimetrical boundaries.

(c) Limitation: The owner of each condominium unit shall not be deemed to own the decorated and finished surfaces of the exterior perimeter 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 which are utilized for or serve more than one condominium unit or the common areas, which items are by these presents hereby made a part of the common elements. However, said owner shall be deemed to own the walls and partitions which are contained within said owner's condominium unit, as herein defined, and shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, and so forth.

(3) Any air conditioning equipment which serves only a single unit shall be considered part of said unit and not a common element.

#### 5. Phase Development

5.01 The Condominium declared herein shall be a phase condominium in accordance with §718.403, Florida Statutes, and the Developer is presently submitting Phase 1 to the condominium form of ownership. The Developer plans to submit two additional phases in the future in accordance with Exhibit "A" attached hereto and by this reference made a part hereof. Provided, however, the Developer shall have no obligation to submit Phase 2 and Phase 3 to the condominium form of ownership with this Declaration and the future development of Phase 2 and Phase 3 shall be at the sole discretion of Developer.

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5.02 The impact which the completion of subsequent phases would have upon the initial phase submitted herewith would be that the percentage ownership in the common elements would be reduced in accordance with Exhibit "B" hereof.

5.03 The time period within which each phase shall be completed is more particularly set forth in Exhibit "D" attached hereto. In addition, the number and general size of units to be included in each phase is described therein.

5.04 The land which may become part of the condominium and the land on which each phase is to be built is set forth in Exhibit "A" attached hereto.

5.05 Each unit's percentage ownership in the common element as each phase is added is more particularly set forth in Exhibit "B" hereof.

5.06 All recreation areas and facilities to be owned as common elements by all unit owners and all personal property to be provided will not be changed by virtue of the Developer not constructing any future phase contemplated hereby.

5.07 The membership vote and ownership in the Association attributable to each unit shall be one vote per unit regardless of whether any future phase is not constructed.

#### 6. Amendment of Declaration

6.01 This Declaration may be modified or amended by complying with §718.110, Florida Statutes.

6.02 Anything herein to the contrary notwithstanding, the Developer expressly reserves the right to amend this Declaration in order to correct any legal description contained herein which may be incorrect by reason of a scrivener's or surveyor's error. Such error may be, among other things, the failure to designate an appropriate undivided share of the common expenses or that all of the common expenses or interest in the common surplus or all of the common elements in the condominium have not been distributed in this Declaration such that the sum total of the shares of common elements which have been distributed or the sum total of shares of the common expenses or ownership of common surplus fail to equal 100 percent or if more than 100 percent of common elements or common expenses or ownership of the common surplus shall have been distributed. The Developer may amend this Declaration as aforesaid by filing an amended legal description (or descriptions) as an amendment to this Declaration among the Public Records of Pinellas County, Florida, which amendment (or amendments) shall expressly describe the legal description which is being corrected (by

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reference to the exhibit containing said legal description or (wise) in addition to the corrected legal description. amendment (or amendments) need be executed and acknowledged only by the Developer and need not be approved by the association, unit owners, lienors, or mortgagees of units of condominium, except for the written consent of the affected mortgagees. As part of any such amendment, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be the scrivener or the surveyor, which affidavit shall set forth that: (1) said individual made an error in legal description, (2) the error is corrected by the description contained in the amendment, and (3) it was the intent at the time of the incorrect original legal description to make that description such as is contained in the new amendment. Also, the Developer may amend this Declaration to obtain consents by the unit owners or mortgagees to add future mortgages as contemplated hereby and to evidence substantial completion of the phase submitted.

#### 7. Termination of Condominium

7.01 All of the unit owners may remove the condominium property from the provisions of the Condominium Act by complying with §718.117, Florida Statutes.

#### 8. Limited Common Elements

There are limited common elements appurtenant to each of the units in this condominium, such as parking spaces shown and reflected on the Floor and Plot Plans set forth in Exhibit "A" attached hereto and in paragraph 8.01(12) hereof. These limited common elements are reserved for the use of the units appurtenant thereto to the exclusion of other units, and when they shall pass with a unit, as appurtenant thereto, the exclusive right to use the limited common elements so appurtenant. The maintenance expense for all parking spaces shall be considered common elements for the purpose of cost of repair and maintenance.

#### 9. Insurance

The insurance, other than title insurance, which shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:



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9.01 Liability Insurance: The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the common elements of the condominium, and insuring the Association and the common owners, as its and their interests appear, in such amount as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be \$100,000/\$300,000/\$10,000. Said insurance shall include, but be not limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverages. All liability insurance shall contain cross-liability endorsement to cover liabilities of the unit owners as a group to a unit owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a common expense.

9.02 Casualty Insurance:

(1) Purchase of Insurance: The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the condominium, including personal property owned by the Association, in and for the interest of the Association and all unit owners and their mortgagees, as their interests may appear, in a company acceptable to the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Directors of the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and be charged as a common expense. The company or companies, with which the Association shall place its insurance coverage, as herein provided, must be good and responsible companies, authorized to do business in the State of Florida. The institutional mortgagee having the highest dollar of indebtedness on units in the condominium property, may have the right to approve the policies, the company or companies who are the insurers under the insurance placed by the Association, and the amount thereof (all rights granted to mortgagee in this paragraph shall be referred to as "Mortgagee's Insurance Rights").

(2) At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then these rights of approval and designation shall pass to the institutional first mortgagee originally having the next highest dollar indebtedness on units in the condominium property, and in the absence of the action of said mortgagee, the Association shall have said right without qualification.

9.03 Loss Payable Provision: All policies purchased by the Association shall be for the benefit of the Association,

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all unit owners, and their respective mortgagees, as their interests may appear. Such policies shall be deposited with the Association. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Association. The Association shall be liable for the payment of premiums and for the renewal, the sufficiency of policies, the failure to collect any insurance proceeds, and the form or content of the policies. The duty of the Association shall be to receive such proceeds as are paid and hold the same for the purposes herein stated, and for the benefit of itself, the unit owners, and their respective mortgagees (hereinafter sometimes collectively referred to as "beneficial owners"), in the following shares but such shares need not be set forth upon the records of the Association:

(1) Common Elements: Proceeds on account of damage to common elements - an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

(2) Condominium Units: Proceeds on account of condominium units shall be in the following undivided shares:

(a) Partial Destruction - when units are to be repaired and restored - for the owners of the damaged units in proportion to the cost of repairing the damage suffered by each unit owner.

(b) Total destruction of condominium improvements, or where "very substantial" damage occurs and the condominium improvements are not to be restored, as hereinafter provided in this Article 9, for the owners of all condominium units, each owner's share being in proportion to his share in the common elements appurtenant to his condominium unit.

(3) Mortgagees: In the event an institutional mortgage encumbers a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner, as their interests may appear; provided, however, that 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.

9.04 Distribution of Proceeds: Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners and expended or disbursed in the following manner:

(1) Reconstruction or Repair: If the damage, for which the proceeds were paid, is to be repaired and restored,

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the proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners (or retained, pursuant to Paragraph 9.08 below). All remittances to unit owners and their mortgagees shall be payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by the same. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of reduction of its mortgage debt.

(2) Failure to Reconstruct or Repair: If it is determined, in the manner herein provided, that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the beneficial owners; remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by the same. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus in the manner provided in this Article 9, or retained pursuant to Paragraph 9.08 herein.

(3) Certificate: In making distribution to unit owners and their mortgagees, the Association may rely upon a certificate of ownership as to the names of the unit owners and their respective shares of the distribution, approved in writing by an attorney authorized to practice law in the State of Florida, or a title insurance company or abstract company authorized to do business in the State of Florida.

9.05 Loss Within a Single Unit: If loss shall occur within a single unit without damage of the common elements, the insurance proceeds shall be distributed to the beneficial unit owner with remittances to said unit owner and his mortgagee being payable jointly. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by the same; provided, however, such remittance shall be made solely to an institutional first mortgagee in the event its mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. Upon the payment of such remittance, the unit owner shall be fully responsible for the restoration of his unit.

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9.06 Loss Less than "Very Substantial": Where a loss or damage occurs to more than one unit, to the common elements, or to any unit or units and the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the unit owners to repair or restore the damage caused by said loss. Where such loss or damage is less than "very substantial":

(1) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(2) If the damage or loss is limited to the common elements, with no, or inconsequential damage or loss to any individual unit and if such damage or loss to the common elements is less than \$3,000, the insurance proceeds shall be payable to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(3) Subject to the provisions of subparagraph (6) herein, if the damage or loss involves any individual unit as well as the common elements, or if the damage is limited to the common elements alone, but is in excess of \$3,000, the insurance proceeds shall be disbursed by the Association for the repair and restoration of the property; provided, however, that upon the request of the original institutional first mortgagee, the written approval shall also be required of the institutional first mortgagee owning and holding the first mortgage encumbering a condominium unit, so long as it owns and holds any mortgage encumbering a condominium unit. At such time as the original institutional first mortgagee having the greatest number of first mortgages on the condominium property is not the holder of a mortgage on a unit, then this right of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the condominium property. Should written approval be required as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the Association. The Association may rely upon the above-referenced certificate and the aforesaid institutional first mortgagee, if said institutional first mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver bills and waivers of mechanics' liens to the Association, and the Association may require that the aforesaid institutional first mortgagee execute and affidavit evidencing the same. In addition to the foregoing, the institutional first mortgagee whose approval may be required, as aforesaid, shall have the right to require the Association to obtain a completion, performance, and payment bond in an amount and with a bonding company authorized to do business in the State of Florida which is acceptable to said mortgagee.



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(4) Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(5) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof, if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to the unit owners' share in the common elements, for that portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual unit owners, for that portion of the deficiency as is attributable to his individual unit; provided, however, that if the Board of Directors finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific individual unit which has been damaged, then the Board of Directors shall levy the assessment for the total deficiency against all of the unit owners in proportion to the unit owners' share in the common elements, just as though all of said damage had occurred in the common elements. The special assessments funds shall be delivered to the Association and added to the proceeds available for the repair and restoration of the property.

(6) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan; provided, however, this provision may be waived by the Board of Directors in favor of any institutional first mortgagee upon request therefor at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the unit owner shall be obliged to replenish the funds so paid over, and said unit owner and his unit shall be subject to special assessment for such sum.

9.07 "Very Substantial Damage": As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-fourths ( $3/4$ ) or more of the total unit space in any building comprising the condominium property is rendered untenantable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of insurance coverage on any of said buildings becomes payable. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof. Should such "very substantial" damage occur, then:

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(1) If such very substantial damage has occurred to the building, and in the absence of any determination to abandon the condominium as herein provided, then all of the insurance proceeds payable on account of such very substantial damage to said building shall be held by the Association solely for the benefit of unit owners (and their mortgagees) of said building. Notwithstanding that the ownership of common elements in said building sustaining very substantial damage is partially vested in unit owners of other building, in the absence of a determination to abandon the condominium, unit owners of the building not sustaining such very substantial damage shall not be entitled to participate or share in any portion of such insurance proceeds, anything in this Declaration to the contrary notwithstanding.

(2) Thereupon, a membership meeting shall be called by the Board of Directors of the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to the abandonment of the condominium subject to the following:

(a) If the net insurance proceeds available for restoration and repair, together with funds to be advanced by unit owners to replace insurance proceeds paid over to the institutional first mortgagees, are sufficient to cover the cost thereof so that no special assessment is required, then the condominium property shall be restored and repaired unless three-fourths (3/4) of the total votes of the members of the condominium shall vote to abandon the condominium, in which case the condominium property shall be removed from the provisions of the law, in accordance with Section 718.17 of the Condominium Act.

(b) If the net insurance proceeds available for restoration and repair, together with funds to be advanced by unit owners to replace insurance proceeds paid over to the institutional first mortgagees, are not sufficient to cover the cost thereof so that a special assessment will be required, as set forth above, then a vote will be taken of the membership of this condominium to determine whether said special assessment should be made, or whether the condominium should be abandoned. Said assessment shall be made and the condominium property restored and repaired, unless two-thirds (2/3) of the total votes of the members of this condominium shall vote to abandon the condominium. In the absence of such a vote to abandon, the Association shall immediately levy such special assessment.

(c) Unless it is determined to abandon the condominium, the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions set forth above. The special assessment funds shall

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be delivered to the Association and added by said Association to the proceeds available for the repair and restoration of the property. The proceeds shall be disbursed by the Association for the repair and restoration of the property, as hereinabove provided. To the extent that any insurance proceeds are paid over to institutional first mortgagees, and in the event it is determined not to abandon the condominium and to vote a special assessment, the unit owner shall be obliged to replenish the funds so paid over to his mortgagees, and said unit owner and his unit shall be subject to special assessment for such sum.

(3) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors of the Association shall be binding upon all unit owners (but not upon institutional first mortgagees).

9.08 Surplus: It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Association after the payment of all costs of the repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the Board of Directors, unless the institutional mortgagee holding and owning the first recorded mortgage encumbering a condominium unit requires distribution. In the event of distribution, then the Association shall distribute any such balance to the beneficial owners of the fund in the manner elsewhere stated.

9.09 Certificate: The Association may rely upon a certificate of a majority of the Board of Directors of the Association certifying as to whether or not the damaged property is to be repaired and restored.

9.10 Plans and Specifications: Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all institutional first mortgagees shall also be required.

9.11 Association's Power to Compromise Claim: The Association is hereby irrevocably appointed agent for each unit owner, for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor, upon the payment of claims.

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9.12 Institutional Mortgagee's Right to Advance Premiums: Should the Association fail to pay insurance premiums required hereunder when due, or should the Association fail to comply with other insurance requirements of the mortgagee(s), said institutional mortgagee(s) shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against the individual unit owners for the payment of such item of common expense.

9.13 Workmen's Compensation policy and Flood Insurance to meet the requirements of law.

9.14 Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

9.15 Each individual unit owner shall be responsible purchasing, at his own expense, liability insurance to cover accidents occurring within his own unit, and for purchasing insurance upon his own personal property, and living expense insurance.

9.16 Anything in this Article 14 to the contrary notwithstanding, a mortgagee shall always be entitled to receive, in reduction of its mortgage debt, that portion of insurance proceeds apportioned to its mortgaged unit in the same share as the share in the common elements appurtenant to such unit, in the event: (a) Its mortgage is not in good standing and is in default; or, either (b) the insurance proceeds are not sufficient to complete restoration, reconstruction or repair and the Association has not made additional funds available for such purpose; or, (c) it is determined to restore, repair, or reconstruct the improvements in a manner or condition substantially different from that existing prior to the casualty and such mortgagee has not consented in writing to such change or alteration.

#### 10. Sales, Rental, Lease or Transfer

10.01 In the event any unit owner wishes to sell, transfer, rent or lease his unit, the Association shall have the right of prior approval. Any attempt to sell, rent or lease said unit without prior 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, tenant or lessee; provided, however, any deed or lease may be validated by subsequent approval of the Association



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in the event of a sale or lease without prior approval as herein provided.

10.02 Should a unit owner wish to sell, transfer, lease or rent his condominium unit, he shall, before accepting any offer to purchase, sell, lease or rent his condominium unit, deliver to the Board of Directors of the Association a written notice containing the terms of the offer he has received and wishes to accept, the name and address of the person(s) to whom the proposed sale, lease or transfer is to be made and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Directors of the Association.

10.03 The Board of Directors of the Association, within five (5) business days after receiving such notice and such supplemental information as is required by the Board of Directors, shall either consent to the transaction specified in said notice, or not consent to the transaction specified in said notice.

10.04 The consent of the Board of Directors of the Association shall be in proper recordable form, signed by two officers of the Association and shall be delivered to the purchaser or lessee. Should the Board of Directors fail to act, as herein set forth, and within the time provided herein, the Board of Directors of the Association shall, nevertheless, thereafter prepare and deliver its written approval in proper recordable form, as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors as herein set forth.

10.05 No sub-leasing or sub-renting shall be permitted.

10.06 If a corporate entity is the owner of a unit, it may designate the occupants of the units as it desires and for such period of time as it desires without compliance with the provisions of this Article 10. The foregoing shall not be deemed an assignment or sub-leasing of a unit.

10.07 Anything in this Article 15 to the contrary notwithstanding, should any condominium unit or parcel at any time become subject to an institutional first mortgage, the holder thereof, upon becoming the owner of said condominium parcel through foreclosure, deed in lieu of foreclosure, or other means, and its immediate grantee shall have the unqualified right to sell, lease or otherwise transfer said unit, including the fee ownership thereof, without prior offer to the Board of Directors.

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10.08 This Article shall not be applicable to the Developer which is irrevocably empowered to sell, lease or rent condominium units to any lessees or purchasers. The said Developer shall have the right to transact any business necessary to consummate sales of said units, including, but not limited to the right to maintain model units, have signs, employees in the offices, use the common elements and show units. Sales offices signs and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer.

10.09 Notwithstanding anything contained herein to the contrary, no unit owner shall be permitted to lease his unit to any person, persons, friend or other entity for a period of not less than three (3) months, for or without consideration. If any unit owner violates this section, the Association shall be permitted to take every legal remedy available to prevent such violation and the unit owner in violation of this section, regardless of whether he prevails, shall pay all costs and attorneys' fees that the Association may incur as a result of this litigation.

#### 11. Liens

11.01 With the exception of liens which may result from the initial construction of this condominium, no liens of any nature may be created subsequent to the recording of this Declaration against the condominium property as a whole (as distinguished from individual units) except with the unanimous consent of the unit owners.

11.02 In the event a lien against two or more condominium parcels becomes effective, each owner thereof may relieve his condominium parcel of the lien by paying the proportionate amount attributable to his condominium parcel. Upon such payment, it shall be the duty of the lienor to release the lien of record for such condominium parcel.

11.03 Service or delivery of notices, papers or copies thereof permitted or required under the Mechanics' Lien Law for or incident to the perfection or enforcement of liens arising from labor or materials furnished, duly authorized by the Association, may be effected by service on or delivery to the Association. Suits to foreclose or otherwise enforce liens arising from labor or materials furnished to the common elements may be brought against the Association and the owners of units shall not be deemed necessary parties to such suits.

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## 12. The Association - By-Laws

The operation of the condominium property shall be governed by the Bylaws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit "C". The Bylaws may be modified or amended as provided in Article Seventeen of said Bylaws. No amendment to said Bylaws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel. Defects or omissions in the Bylaws shall not affect the validity of the condominium or the title to condominium units.

## 13. The Association, its Powers and Responsibilities

13.01 The operation of the condominium shall be vested in the Association.

13.02 The officers and directors of the Association shall have a fiduciary relationship to the unit owners.

13.03 No unit owner, except as an officer of the Association, shall have any authority to act for the Association.

13.04 The powers and duties of the Association shall include those set forth in the Bylaws referred to above, but in addition thereto, the Association shall have all of the powers and duties set forth in the Condominium Act, as well as all powers, duties granted to or imposed upon it by this Declaration, including but not limited to:

(1) The irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to any other unit or units.

(2) The power to make and collect assessments and to lease, maintain, repair and replace the common elements.

(3) 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 and written summaries of which shall be supplied at least annually to unit owners or their authorized representatives. Such records shall include, but are not limited to a record of all receipts and expenditures and an account for each unit which shall designate the name and address of the unit owner, the amount of each assessment, the

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dates and amounts in which the assessments came due, the amounts paid upon the account, and the balance due.

(4) The power to pay any and all taxes which might be assessed against the Association.

(5) The power to enter into contracts with others for a valuable consideration, for the maintenance and management of the subject property, including the normal maintenance and repair of the common elements and in connection therewith, to delegate to the management agent such duties and functions necessary for the operation of the Condominium, provided that the Association shall at all times retain all rights, powers and duties granted to it by the condominium documents and the Condominium Act. The service and maintenance contracts referred to herein may delegate to the service company the duty and responsibility to maintain and preserve the interior surface of the condominium parcels and to paint, clean, decorate, maintain and repair the individual condominium unit.

Each unit owner, his heirs, successors and assigns, shall be bound by any such management agreement or amendments or revisions thereof to the same extent and effect as if he had executed such management agreement for the purposes herein expressed, including but not limited to adopting, ratifying, confirming, and consenting to the execution of the same by the Association, covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by unit owners as required under said management agreement, acknowledging that all of the terms and conditions thereof, including the manager's fee, are reasonable, and agreeing that the persons acting as directors and officers of the Association entering into such an agreement have not breached any of their duties or obligations to the Association. The management agreement, as well as each and every provision thereof, and the acts of the Board of Directors and officers of the Association entering into such agreement are hereby ratified, confirmed, approved and adopted.

(6) The power to adopt reasonable rules and regulations for the maintenance and conservation of the condominium property, and for the health, comfort, safety, and welfare of the condominium unit owners, all of whom shall be subject to such rules and regulations.

(7) The power to own, convey and encumber real and personal property.

(8) The power to execute contracts, deeds, mortgages, leases and other instruments.



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(9) To purchase units in the condominium and acquire and hold, lease, mortgage and convey the same.

13.05 When the Board of Directors of the Association is not controlled by the Developer, the Association shall have the authority and power to maintain a class action and to bring a cause of action on behalf of the unit owners with reference to matters of common interest, including but not limited to, the common elements, the roof and structural elements of a building or other improvement and mechanical, electrical and plumbing elements serving an improvement or thing, as distinguished from mechanical elements serving a unit. In any case in which the Association has the authority and the power to maintain a class action, the Association may be joined in an action as representatives of the class with reference to litigations and disputes involving the matters for which the Association could bring a class action.

13.06 In any legal action in which the Association is 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.

14. Maintenance; Limitation Upon Improvement

14.01 The maintenance of the common elements shall be the responsibility of the Association.

14.02 There shall be no material alterations or substantial additions to the common elements or limited common elements, except as provided herein.

14.03 No unit owner shall make any alterations in portions of the improvements of the condominium which are to be maintained by the Association, or to remove any portion hereof, or make any addition thereto, or do any work which would jeopardize the safety or soundness of the building containing his unit or impair any easement.

15. Assessments, Liabilities, Lien and Priority, Interest, Collections

15.01 The Association, through its Board of Directors, is subject to the provisions of the Bylaws applicable thereto,

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all have the power to fix and determine from time to time the sums necessary to provide for the common expenses of the condominium property, including the expense allocable to services being rendered by a management company with which the association may contract. The assessments shall include fire and liability insurance premiums. A unit owner, regardless of how title is acquired, including without limitation, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

15.02 The initial estimated assessment chargeable to a unit owner for common expenses shall be the amounts set forth in Exhibit "E" attached hereto.

15.03 The Association shall have a lien on each condominium parcel for any unpaid assessments 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 courts 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. As used herein, reasonable attorneys' fees shall be deemed to mean ten percent (10%) of the amount sought to be collected or such reasonable greater amount as a court might award at the trial and/or appellate level, but in either event no less than Seventy-Five Dollars (\$75.00) if a foreclosure of lien action is actually filed on behalf of the Association.

Such liens shall be effective from and after the time of recording in the public records of Pinellas County, Florida a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due on the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of liens 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.

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The Board of Directors may take such action as seems necessary to collect assessments by personal action by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interests of the Association.

1. Suits to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same. Said lien shall be effective as and in the manner provided by the Condominium Act and shall have the priorities established thereby.

15.04 Liens for assessments may be foreclosed by suit brought in the name of the Association in the manner of a foreclosure of mortgage on real property, as more fully set forth in the Condominium Act. The Association may bid at any sale and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced, and to acquire and hold, lease, mortgage and convey the same.

15.05 Where a mortgagee of a first mortgage of record, or other purchaser, of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or where an institutional mortgagee of record accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title and its successors and assigns, shall not be liable for the share of common expenses for assessment by the Association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure, or acceptance of such deed in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer, its successors and assigns. A mortgagee acquiring title to a condominium parcel as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

15.06 Any person who acquires an interest in a unit including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.

15.07 Any unit owner shall have the right to require the Association a certificate showing the amount of unpaid assessments against him with respect to his condominium

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parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which it has a lien. Any person, other than the owner who relies upon such certificate shall be protected thereby.

15.08 The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer or to any unit owner or group of unit owners, or to any third party.

15.09 Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a condominium unit.

15.10 Except as set forth in Section 15.05, no unit owner may be excused from the payment of his proportionate share of the common expense of a condominium unless all unit owners are likewise proportionately excused from such payment, except in the following case:

(1) The Developer may be excused from the payment of the share of the common expenses and assessments related thereto for a period subsequent to the recording of the Declaration of Condominium and terminating not later than the first day of the fourth calendar month following the month in which such Declaration is recorded, or for a period terminating with the first day of the month of the fourth succeeding calendar month after the closing of the purchase and sale of any condominium to a unit owner who is not the Developer, the nominee of the Developer, or a substitute or alternative developer, whichever shall be the later date; or

(2) The Developer may be excused from the payment of his share of the common expense in respect of those units during such period of time that it shall have guaranteed that the assessment for common expenses of the condominium imposed upon the unit owners other than the Developer making the guarantee shall not increase over a stated dollar amount and obligate himself to pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other unit owners.

16. Annual Assessment



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16.01 The Board of Directors of the Association shall approve annual budgets in accordance with the provisions of the Bylaws of the Association, which budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for taxes, if any, and insurance for the common elements, plus operating and maintenance expenses.

16.02 The percentage of the annual assessment chargeable for each fiscal year against each unit is set forth in Exhibit "B"; however, said assessment shall be allocated to the unit owner on a quarterly basis, but be payable in advance, in equal monthly installments on the 1st day of each month. In addition, the Association has the power to levy special assessments against each unit in their respective percentages if a deficit should develop in the Association's treasury for the payment of common expenses.

#### 17. Obligations of Members

In addition to the other obligations and duties heretofore set forth in this Declaration, every unit owner shall:

17.01 Promptly pay the assessments levied by the Association.

17.02 Maintain in a clean and sanitary manner, and repair, his unit and all interior surfaces within or surrounding his apartment unit (such as the surfaces of the walls, ceilings, floors), whether or not a part of the apartment or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his unit.

17.03 Not use or permit the use of his unit for any purpose other than as a single family residence.

17.04 Not permit or suffer anything to be done or kept in his unit which would increase the insurance rates on his unit or the common elements, or which will obstruct or interfere with the rights of other members or annoy them with unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.

17.05 Conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using the owner's property by, through or under him do likewise.

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17.06 Make no alteration, decoration, repair, replacement or change of the common elements or to any outside or exterior portion of the building without the prior written consent of the Association.

17.07 Allow the Board of Directors or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with this Declaration.

17.08 Show no sign, advertisement, or notice of any type on the common elements or his unit, and erect no exterior antennas and aerals except as provided in uniform regulations promulgated by the Association.

17.09 Abide by any regulations regarding children as may be established by the Association. Specifically, children under the age of sixteen may not permanently reside in any condominium unit but said children may visit said condominium unit temporarily for a period not to exceed twenty (20) days within any consecutive twelve-month period.

17.10 Make no repairs to any plumbing or electrical wiring within a unit except by plumbers or electricians authorized to do such work by proper governmental authorities. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owner of the unit. The Association shall pay for and be responsible for plumbing repairs and electrical wiring within the common elements.

17.11 Return the "condominium parcel" for the purpose of ad valorem taxes to the respective taxing authorities having jurisdiction over them for separate assessment against his condominium parcel. For the purposes of ad valorem taxation, the interest of the owner of a "condominium parcel" in his "condominium unit" and in the "common elements" shall be considered as a unit. The value of said unit shall be equal to the percentage of the value of the entire condominium, including land and improvements, as has been assigned to said unit in Exhibit "B" of this Declaration. The total of all of said percentages equals 100% of the value of all of the land and improvements thereon.

17.12 Use the parking space specifically assigned to him, which parking space shall be considered a limited common element.

17.13 Not divide or subdivide a unit for purpose of sale or lease, except that a unit may be combined with a contiguous unit and occupied as one single family dwelling.

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17.14 Not hang any laundry, garments or other unsightly objects which are visible outside of the unit.

17.15 Not allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, so that each unit, the common elements, and limited common elements shall at all times remain in a clean and sanitary condition.

17.16 Not make any use of a unit that violates any laws, ordinances, and regulations of any governmental body having jurisdiction thereof.

17.17 Parking in assigned, unassigned or guest spaces shall be limited to passenger automobiles, and passenger station wagons, vans, trucks under a one ton weight, motorcycles and all other vehicles, trailers and other instruments and matters not specifically authorized herein shall not be permitted in said parking spaces unless the Association gives its prior written consent. In addition, no storage of boats, campers, or inoperative automobiles are permitted on the condominium property.

#### 18. Transfer of Association Control

18.01 Transfer of Association control shall be in accordance with §718.301, Florida Statutes.

#### 19. Miscellaneous

19.01 If any provisions of this Declaration, or of the Bylaws attached hereto, or of the Condominium Act, or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of this Declaration, the Bylaws attached or the Condominium Act, and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

19.02 Whenever notices are required to be sent hereunder, the same shall be sent to the unit owners by regular mail, at their place of residence in the condominium building, unless the unit owner has, by written notice duly receipted for, specified a different address. Notices to the Association shall be delivered by regular mail to the resident agent. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

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19.03 Each unit owner and the Association shall be governed by and shall comply with the Condominium Act and this Declaration and Bylaws as they may exist from time to time. Failure to do so shall entitle the Association or any other unit owner to recover sums due for damages or injunctive relief or both. Such actions may be maintained by or against a unit owner or the Association or in a proper case by or against one or more unit owners and the prevailing party shall be entitled to recover reasonable attorney's fees. Such relief shall not be exclusive of other remedies provided by law.

19.04 Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of condominium in accordance with the laws made and provided for the same. As used herein, the term "member" means and refers to any person, natural or corporate, who is a unit owner.

19.05 No unit shall be occupied by more than one family.

19.06 A unit owner shall not have the right to keep pets, birds or other animals in his unit unless such pet is a dog weighing less than 12 pounds and unless such dog was owned by and in the possession of the unit owner prior to and at the time of the original purchase of the unit from the Developer. No new pets are permitted. Those dogs that are permitted are only allowed in the common area or limited common area provided they are leashed. In addition, no caged animals are permitted. The right, hereby granted, shall be subject to any and all regulations concerning animals that may be established from time to time by the Association.

19.07 This Declaration and all Exhibits thereto shall be binding upon and inure to the benefit of each unit owner, their heirs, personal representatives, successors, assigns and grantees and any and all persons claiming by, through or under any unit owners.

IN WITNESS WHEREOF, SCIMENS DEVELOPMENT CORPORATION,  
a Florida corporation has hereunto set its corporate hand and



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seal on this, the 23rd day of August, 1979.

Signed, sealed and delivered in the presence of: SCIMENS DEVELOPMENT CORPORATION  
a Florida corporation

Dilano Valente  
May 1979

By: Louis Scimens  
Its President  
Attest: Ernest L. Mascara  
Its Asst Secretary

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 23rd day of August, 1979, by Louis SCIMENS and ERNEST L. MASCARA, the President and the Asst Secretary of SCIMENS DEVELOPMENT CORPORATION, a Florida corporation, on behalf of the corporation.

William H. Hester  
Notary Public

My commission expires:

Notary Public, State of Florida at Large  
My Commission Expires OCT. 2, 1982

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JOINDER OF MORTGAGEE

The mortgagee, FIRST NATIONAL BANK & TRUST COMPANY, a national banking association, as the only holder and owner of an encumbrance of record of the real property which is being submitted herein for condominium ownership, hereby consents to the Declaration of Condominium of Bel-Forrest Manor Condominiums, and subordinates all of its instruments of security including its mortgage interest to the Declaration of Condominium created herein. Said instruments of security are more particularly described as follows:

(1) Mortgage of real and personal property dated December 27, 1979, and recorded in Official Records Book 4795, commencing at Page 2080, of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, FIRST NATIONAL BANK & TRUST COMPANY, a national banking association, has hereunto set its hand and seal on this 23 day of August, 1979.

Signed, sealed and delivered FIRST NATIONAL BANK & TRUST COMPANY in the presence of:

BY [Signature]  
Its Vice President

ATTEST [Signature]  
Its Vice President & Trust Officer

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 23rd day of August, 1979, by L. E. Holdren and Olive O. Davis, the Vice President and the Vice President & Trust Officer, respectively, of First National Bank & Trust Company, a national banking association, on behalf of the association.

[Signature]  
Notary Public

(SEAL)

Commission Expires:  
MY COMMISSION EXPIRES MAY 15 1980  
THOMAS GENERAL INS. UNDERWRITERS

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## EXHIBIT "A"

DESCRIPTION OF PHASE 1 OF BEL-FOREST MANOR CONDOMINIUMS AND  
HEREBY SUBMITS ONLY THE FIRST PHASE AS SET FORTH BELOW  
NDOMINIUM FORM OF OWNERSHIP:

LEGAL DESCRIPTION: From the Northwest corner of the East  
Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 28, Township 29  
Range 15 East, as a point of reference; thence S.03°23'02"W.,  
West line of said East  $\frac{1}{4}$ , 1150.60 feet for a point of  
beginning; thence continue S.03°23'02"W., 125.96 feet to an inter-  
section with a North right of way line of 8th Avenue Northwest  
(hereinafter referred to as "road"); thence S.89°15'26"E., along said right of way  
line being 50.00 feet North of and parallel to the  
West line of 8th Avenue Northwest, 407.33 feet to an intersection  
with the West right of way line, Bellaire Forest Drive, (A 50 foot  
wide right of way); thence N.01°34'12"E., along said right of way line  
thence leaving said right of way line N.88°25'48"W.,  
thence N.01°34'12"E., 76.67 feet; thence N.88°25'48"W.,  
feet to the point of beginning.

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LEGAL DESCRIPTION FOR PROPOSED PHASE 2 AND PROPOSED PHASE 3 OF  
3L-Forest Manor Condominiums and said phases are not submitted  
to the condominium form of ownership but are solely proposed phases.

**PHASE 2 PROPOSED LEGAL DESCRIPTION:** From the Northwest corner of the East  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 28, Township 9 South, Range 15 East, as a point of reference; thence S03°23'02"W., along the West line of said East  $\frac{1}{4}$ , 898.48 feet for a point of beginning; thence continue S03°23'02"W., along the said West line 252.12 feet; thence leaving said line S88°25'48"E., 312.30 feet; thence S01°34'12"W., 6.67 feet; thence S88°25'48"E., 91.00 feet to an intersection with the East right of way line of Bellaire Forest Drive (A 50 foot right of way); thence N01°34'12"E., along said right of way line, 328.67 feet; thence leaving said right of way line N88°25'48"W., 395.32 feet to a point of beginning.

**PHASE 3 PROPOSED LEGAL DESCRIPTION:** From the Northwest corner of the East  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 28, Township 9 South, Range 15 East, as a point of reference; thence S.03°23'02"W., 276.56 feet to the North right of way line of 8th Avenue Northwest (Mehlenbacher Road); thence S.89°15'26"E., along said right of way line, said line being 50.00 feet North of and parallel to the centerline of 8th Avenue Northwest, 457.33 feet to a point of beginning.

thence continue S.89°15'26"E., along said line 190.03 feet to the intersection of the West right of way line of SCL Railroad (A 60 foot right of way); thence N.01°34'12"E., along said line, 432.55 feet; thence leaving said Railroad right of way line N.88°25'48"W., 190.00 feet to an intersection with the East right of way line of Bellaire Forest Drive (A 50 foot right of way); thence S.01°34'12"W., along said right of way line, 435.30 feet to a point of beginning.



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LEGAL DESCRIPTION FOR PROPOSED PHASE 2 AND PROPOSED PHASE 3 OF  
EL-FOREST MANOR CONDOMINIUMS AND SAID PHASES ARE NOT SUBMITTED  
ON THE CONDOMINIUM FORM OF OWNERSHIP BUT ARE SOLELY PROPOSED PHASES.

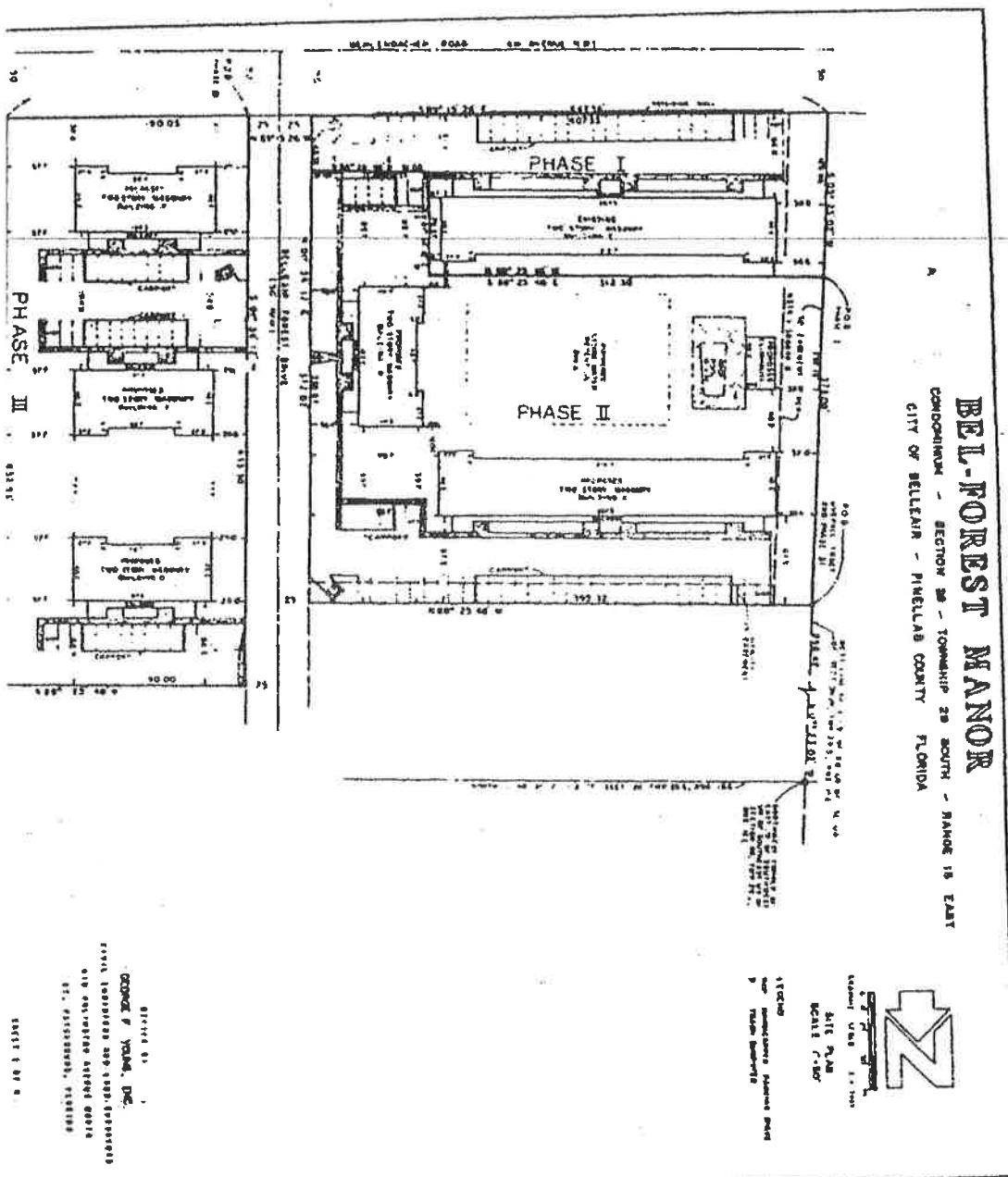
PHASE 2 PROPOSED LEGAL DESCRIPTION: From the Northwest corner of the  
East 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 28, Township  
9 South, Range 15 East, as a point of reference; thence S03°23'02"W.,  
along the West line of said East 1/4, 898.48 feet for a point of beginn-  
ing; thence continue S03°23'02"W., along the said West line 252.12 feet;  
thence leaving said line S88°25'48"E., 312.30 feet; thence S01°34'12"W.,  
6.67 feet; thence S88°25'48"E., 91.00 feet to an intersection with the  
West right of way line of Bellaire Forest Drive (A 50 foot right of way);  
thence N01°34'12"E., along said right of way line, 328.67 feet; thence  
leaving said right of way line N88°25'48"W., 395.32 feet to a point of  
beginning.

PHASE 3 PROPOSED LEGAL DESCRIPTION: From the Northwest corner of the  
East 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 28, Township  
9 South, Range 15 East, as a point of reference; thence S.03°23'02"W.,  
276.56 feet to the North right of way line of 8th Avenue Northwest  
(Mehlenbacher Road); thence S.89°15'26"E., along said right of way line,  
said line being 50.00 feet North of and parallel to the centerline of  
8th Avenue Northwest, 457.33 feet to a point of beginning.

Thence continue S.89°15'26"E., along said line 190.03 feet to the  
intersection of the West right of way line of SCL Railroad (A 60  
foot right of way); thence N.01°34'12"E., along said line, 432.55  
feet; thence leaving said Railroad right of way line N.88°25'48"W.,  
190.00 feet to an intersection with the East right of way line of  
Bellaire Forest Drive (A 50 foot right of way); thence S.01°34'12"W.,  
along said right of way line, 435.30 feet to a point of beginning.



O.R. 4902 ME 517



THE ORIGINAL OF THIS INSTRUMENT IS FOR

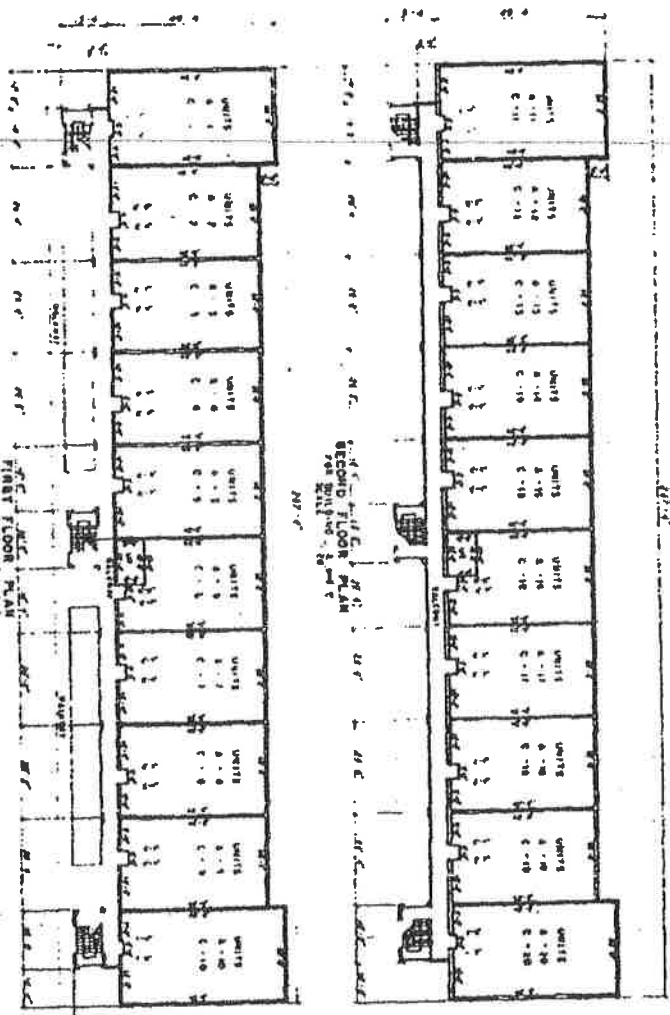
OR 4902 p. 518

INDEX



THE ORIGINAL SITE OF TOWN OF BEL

**BEL-FOREST MANOR**  
CONDOMINIUM SECTION 28 TOWNSHIP 29 SOUTH RANGE 16 EAST  
CITY OF BELLEVILLE, PIERRE COUNTY, MONTANA



FIRST FLOOR PLAN  
FOR BUILDING 1 AND 2

NOTES:  
1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
2. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE WALLS.  
3. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE WALLS.  
4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE WALLS.

PHASE 1  
BUILDING 1

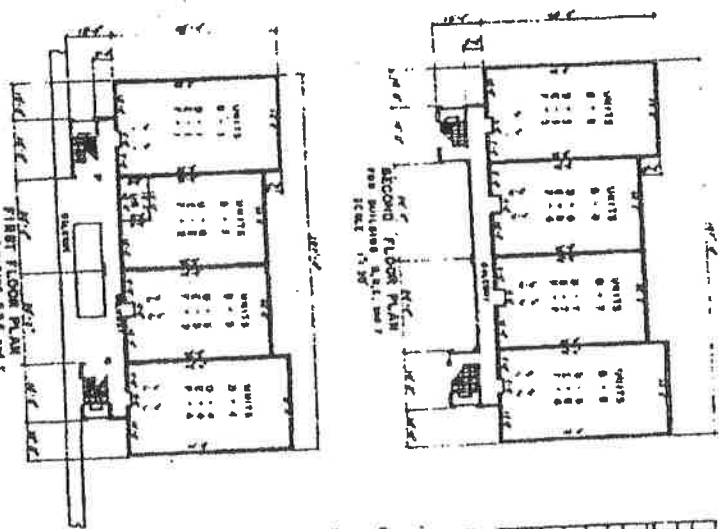
OWNER: J. J. YOUNG, JR.  
1111 11TH AVENUE S.W.  
ALBUQUERQUE, NM 87102



**1995**

EDWARD A. CANNON  
GEORGINA SECTION 25 TOWNSHIP 28 SOUTH RANGE 18 EAST  
CITY OF BELLAIR, PINELLAS COUNTY FLORIDA

THE ORIGINAL OF THIS INSTRUMENT IS POOR



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[illegible]

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## EXHIBIT "B"

## BEL-FOREST MANOR CONDOMINIUMS

Percentage Ownership of Common Elements  
Upon Submission of Phase 1

1

<u>O.</u>	<u>PERCENTAGE</u>	<u>UNIT NO.</u>	<u>PERCENTAGE</u>
	5.300000	C-11	5.300000
	5.000000	C-12	5.000000
	5.000000	C-13	5.000000
	5.000000	C-14	5.000000
	5.000000	C-15	5.000000
	4.400000	C-16	4.400000
	5.000000	C-17	5.000000
	5.000000	C-18	5.000000
	5.000000	C-19	5.000000
	5.300000	C-20	5.300000

Percentage Ownership of Common Elements  
Upon Submission of Phase 2

E 1

<u>NO.</u>	<u>PERCENTAGE</u>	<u>UNIT NO.</u>	<u>PERCENTAGE</u>
	2.208333	C-11	2.208333
	2.083330	C-12	2.083330
	2.083330	C-13	2.083330
	2.083330	C-14	2.083330
	2.083330	C-15	2.083330
	1.708385	C-16	1.708385
	2.083330	C-17	2.083330
	2.083330	C-18	2.083330
	2.083330	C-19	2.083330
	2.208333	C-20	2.208333

F 2

2.208333	A-11	2.208333
2.083330	A-12	2.083330
2.083330	A-13	2.083330
2.083330	A-14	2.083330
2.083330	A-15	2.083330
1.708382	A-16	1.708385
2.083330	A-17	2.083330
2.083330	A-18	2.083330
2.083330	A-19	2.083330
2.208333	A-20	2.208333

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<u>PERCENTAGE</u>	<u>UNIT NO.</u>	<u>PERCENTAGE</u>
2.208333	B-5	2.208333
1.708385	B-6	2.083330
2.083330	B-7	2.083330
2.208333	B-8	2.208333

Percentage Ownership of Common Elements  
Upon Submission of Phase 3

<u>PERCENTAGE</u>	<u>UNIT NO.</u>	<u>PERCENTAGE</u>
1.472222	C-11	1.472222
1.388889	C-12	1.388889
1.388889	C-13	1.388889
1.388889	C-14	1.388889
1.388889	C-15	1.388889
1.138891	C-16	1.138891
1.388889	C-17	1.388889
1.388889	C-18	1.388889
1.388889	C-19	1.388889
1.472222	C-20	1.472222

1.472222	A-11	1.472222
1.388889	A-12	1.388889
1.388889	A-13	1.388889
1.388889	A-14	1.388889
1.388889	A-15	1.388889
1.138891	A-16	1.138891
1.388889	A-17	1.388889
1.388889	A-18	1.388889
1.388889	A-19	1.388889
1.472222	A-20	1.472222

1.472222	B-5	1.472222
1.138891	B-6	1.388889
1.388889	B-7	1.388889
1.472222	B-8	1.472222

1.472222	D-5	1.472222
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1.388889	D-7	1.388889
1.472222	D-8	1.472222

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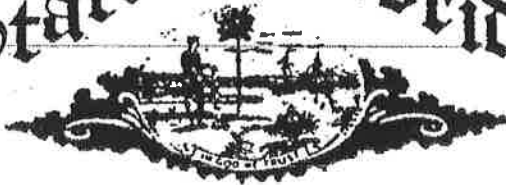
<u>PERCENTAGE</u>	<u>UNIT NO.</u>	<u>PERCENTAGE</u>
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1.388889	E-7	1.388889
1.472222	E-8	1.472222
1.472222	F-5	1.472222
1.138891	F-6	1.388873
1.388889	F-7	1.388889
1.472222	F-8	1.472222



EXHIBIT "C"

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# State of Florida

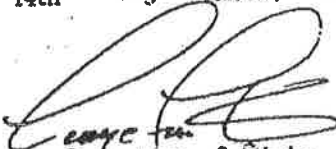


## Department of State

that the attached is a true and correct copy of the Articles of Incorporation of BEL-FOREST MANOR CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on March 13, 1979, as shown in the records of this office.

charter number for this corporation is 746229.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 14th day of March, 1979

  
Secretary of State



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EXHIBIT "C"

ARTICLES OF INCORPORATION

OF

STATE OF FLORIDA  
CLERK OF THE COURT  
IN AND FOR THE COUNTY OF PINELLAS  
BEL-Forest MANOR CONDOMINIUM ASSOCIATION, INC.

the undersigned, with other persons being desirous of  
incorporation not for profit, under the provisions of  
Chapter 617 of the Florida Statutes, do agree to the following:

ARTICLE I. NAME

The name of this corporation is BEL-Forest MANOR CONDO-  
MINIUM ASSOCIATION, INC. For convenience, the corporation  
shall be referred to in this instrument as the "Association".

ARTICLE II. PURPOSE

The Association is organized as a corporation not for  
profit, under the terms and provisions of Chapter 617, Florida  
Statutes, and is a condominium association, as referred to and  
authorized by Section 718.111, Florida Statutes. The purpose  
for which the corporation is organized is to provide an entity  
responsible for the operation of a condominium in Pinellas County,  
Florida, known as BEL-Forest MANOR ("Condominium"). The Declara-  
tion of Condominium and any amendments thereto whereby said Condo-  
minium has or will be created is herein called the "Declaration".

ARTICLE III. QUALIFICATION OF  
MEMBERS AND MANNER OF ADMISSION

Section 1. The members of the Association shall constitute  
the record owners of residential condominium units in the  
condominium. After receiving the approval of the Association,  
required under 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 condominium unit and the delivery  
to the Association of a certified copy of such instrument. The  
owner designated by such instrument thus becomes a member of the  
Association and the membership of the prior owner of such condo-  
minium unit shall thereupon be terminated.

Section 2. The share of a member in the funds and assets  
of the Association cannot be assigned, hypothecated, or trans-  
ferred in any manner whatsoever except as an appurtenance to  
a condominium unit.

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Section 3. The owner of each condominium unit shall be entitled to at least one (1) vote as a member of the Association. The exact number of votes to be cast by owners of a condominium unit and the manner of exercising voting rights shall be determined by the bylaws of the Association.

ARTICLE IV. CORPORATE EXISTENCE

The Association shall commence upon the filing of these Articles of Incorporation with the Secretary of State, State of Florida. This corporation shall exist perpetually.

ARTICLE V. DIRECTORS AND OFFICERS

The affairs of the Association shall be managed by its Board of Directors. The directors and officers may lawfully and properly exercise the powers set forth in Article "XI", Sections "3" and "4", notwithstanding the fact that some or all of them who may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or consummation of the agreements executed pursuant to such powers are some or all of the persons with whom the corporation enters into such agreements or who own some or all of the proprietary interest in the entity or entities with whom the corporation enters into such agreements. Disclosure of such agreements by setting forth the same in the Declaration and/or the Amended Declaration of the Condominium, as initially declared or subsequently redeclared or amended, shall stand as an absolute confirmation of such agreements and the valid exercise by the directors and officers of the corporation of the powers pertinent thereto.

ARTICLE VI. BOARD OF DIRECTORS

Section 1. The business affairs of this corporation shall be managed by the Board of Directors.

Section 2. This corporation shall have five (5) members of the Board initially. The number of directors may be changed from time to time as provided by the bylaws, but their number may never be less than three (3).

Section 3. Directors of the Association shall be elected at the annual meeting of members in the manner determined by the bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the bylaws.

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Section 4. The first (1st) election of directors shall not be held until unit owners other than the developer own fifteen percent (15%) or more of the units in the Condominium that will ultimately be operated by the Association. The directors named in these Articles shall serve until the first election of directors and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

Section 5. Directors need not be members of the Association.

Section 6. The names and addresses of the initial Board of Directors are as follows:

Louis Scimens  
2700 Bayshore Boulevard  
Apartment 1212  
Dunedin, Florida 33528

Ann Scimens  
2700 Bayshore Boulevard  
Apartment 1212  
Dunedin, Florida 33528

R. Donald Mastry  
The Tenth Floor, Florida Federal Building  
Fourth Street & Central Avenue  
St. Petersburg, Florida 33701

Roy G. Marrell, Jr.  
The Tenth Floor, Florida Federal Building  
Fourth Street & Central Avenue  
St. Petersburg, Florida 33701

Ernest L. Mascara  
The Tenth Floor, Florida Federal Building  
Fourth Street & Central Avenue  
St. Petersburg, Florida 33701

#### ARTICLE VII. OFFICERS

Section 1. The officers of the corporation shall be a President, a Vice President, a Secretary, a Treasurer, and such number of additional Vice Presidents and other officers as may be provided in the bylaws. The same person may hold any of the above referenced offices simultaneously.

Section 2. The names of the persons who are to serve as officers of the Association until their successors are



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ected by the Board of Directors are as follows:

<u>Office</u>	<u>Name</u>
President	Louis Scimens
Vice President	Ann Scimens
Secretary	Ann Scimens
Treasurer	Louis Scimens

Section 3. The officers shall be elected by the Board Directors at its first meeting following the annual meeting the members of the Association and shall serve at the pleasure of the Board of Directors.

Section 4. The officers shall have such duties, responsibilities, and powers as provided by the bylaws and by Chapter 1, Florida Statutes.

#### ARTICLE VIII. BYLAWS

The membership shall adopt bylaws for the Association at its first meeting of the Association after the approval of these Articles of Incorporation by the Secretary of State. Additional bylaws or alterations or rescission of the first bylaws shall be enacted by the membership in the manner provided in the bylaws.

#### ARTICLE IX. AMENDMENT TO ARTICLES

The Articles of Incorporation may be amended at any special or regular meeting by approval of not less than 75 percent of the entire membership of the Board of Directors or 75 percent of the members of the Association, or by not less than 80 percent of the votes of the entire membership of the Association. Any amendment to these Articles will be adopted upon only after notice of any meeting as required by the laws of the Association.

#### ARTICLE X. INITIAL REGISTERED OFFICER AND AGENT

The street address of the initial registered office of the Association is:

The Tenth Floor, Florida Federal Building  
Fourth Street & Central Avenue  
St. Petersburg, Florida 33701

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and the name of the initial registered agent of the Association at the address is:

Ernest L. Mascara

ARTICLE XI. POWERS

The Association shall have the following additional powers:

Section 1. All the powers set forth and described in Section 617.021, Florida Statutes, not repugnant to any of the provisions of Chapter 718, Florida Statutes.

Section 2. All the powers of an association as set forth in Chapter 718, Florida Statutes.

Section 3. To acquire and enter into agreements whereby it acquires leaseholds, membership or other possessory or use interests in lands or facilities including, but not limited to, country clubs, golf courses, marinas, tennis clubs, and other recreational facilities, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation or other use or benefit to the unit owners.

Section 4. To contract with a third party for the management of the Condominium and to delegate to the management agent such duties and functions necessary for the operation of the Condominium, provided that the association shall at all times retain all rights, powers and duties granted to it by the condominium documents and the Condominium Act.

Section 5. To acquire by purchase or otherwise, condominium units of the Condominium, subject, nevertheless, to the provisions of the Declaration and/or bylaws relative thereto.

Section 6. To operate and manage the Condominium in accordance with the sense, meaning, direction, purpose, and intent of the Declaration as the same may from time to time be amended, and to otherwise perform, fulfill and exercise the powers, privileges, options, rights, duties, obligations, and responsibilities entrusted to or delegated to it by the Declaration and/or bylaws.

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ARTICLE XII. SUBSCRIBERS

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

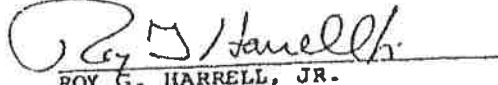
R. Donald Mastry  
The Tenth Floor, Florida Federal Building  
Fourth Street & Central Avenue  
St. Petersburg, Florida 33701


Roy G. Harrell, Jr.  
The Tenth Floor, Florida Federal Building  
Fourth Street & Central Avenue  
St. Petersburg, Florida 33701

Ernest L. Mascara  
The Tenth Floor, Florida Federal Building  
Fourth Street & Central Avenue  
St. Petersburg, Florida 33701

We, the undersigned, being each of the subscribers hereto, do hereby subscribe to these Articles of Incorporation, and in witness whereof, we have hereunto set our hands and seals this 23 day of February, 1979.

  
R. DONALD MASTRY

  
ROY G. HARRELL, JR.

  
ERNEST L. MASCARA

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STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me  
this 23 day of February, 1979, by R. DONALD MASTRY.

Delores Valente  
Notary Public

(SEAL)

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires OCT. 2, 1982

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me  
this 23 day of February, 1979, by ROY G. HARRELL, JR.

Mary L. Maxwell  
Notary Public

(SEAL)

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires SEPT. 28, 1979

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me  
this 23 day of February, 1979, by ERNEST L. MASCARA.

Delores Valente  
Notary Public

(SEAL)

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires OCT. 2, 1982

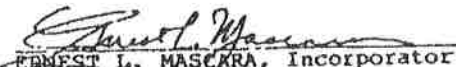


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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE  
SERVICE OF PROCESS WITHIN FLORIDA,  
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED


In compliance with Section 48.091, Florida Statutes,  
following is submitted:

That BEL-FOREST MANOR CONDOMINIUM ASSOCIATION, INC.,  
desiring to organize or qualify under the laws of the State  
Florida, with its principal place of business at the City  
Dunedin, State of Florida, has named ERNEST L. MASCARA,  
located at The Tenth Floor, Florida Federal Building, Fourth  
Street & Central Avenue, St. Petersburg, Florida 33701, as  
its agent to accept service of process within Florida.

  
ERNEST L. MASCARA, Incorporator  
of BEL-FOREST MANOR CONDOMINIUM  
ASSOCIATION, INC.

DATED this 23 day of February, 1979.

Having been named to accept service of process for the  
above-stated corporation, at the place designated in this  
certificate, I hereby agree to act in this capacity, and I  
further agree to comply with the provisions of all statutes  
relative to the proper and complete performance of my duties.

  
ERNEST L. MASCARA, Resident Agent  
for BEL-FOREST MANOR CONDOMINIUM  
ASSOCIATION, INC.

DATED this 23 day of February, 1979.