

DECLARATION OF CONDOMINIUM

OF

FEB 27 4 48 PM '79

ROYAL PINES CONDOMINIUM, A CONDOMINIUM

2320 EAST BAY DRIVE

CLEARWATER, FLORIDA

DECLARATION, made February 28, 1979, by ROYAL PINES, INC., a Florida Corporation, herein called the Developer, for itself, its successors, grantees, and assigns.

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

(a) The name by which this condominium is to identified is ROYAL PINES CONDOMINIUM, a condominium, herein called the condominium, and its address is 2320 East Bay Drive, Largo, Florida.

(b) The lands owned by the Developer which are hereby submitted to the condominium form of ownership are more particularly described in the attached Exhibit "A", which lands are herein called the land.

2. DEFINITIONS. The terms used herein and in the Bylaws (attached as Exhibit "C") shall have the meanings stated in the Condominium Act and as follows:

(a) "Association" means the ROYAL PINES CONDOMINIUM ASSOCIATION, INC., and its successors.

(b) "Common elements" shall be all the parts of the condominium property more specifically defined in paragraph 6 below.

(c) "Common expenses" include (1) expenses of administration; expenses of maintenance, operation, repair, or replacement of the common elements, and of the portions of apartments to be maintained by the Association; (2) expenses declared common expenses by provisions of this Declaration or by the Bylaws; and (3) any valid charge against the condominium as a whole, such as ad valorem taxes for the year in which this Declaration is recorded.

(d) "Utility services" as used in the Condominium Act and construed with reference to the condominium, and as used in this Declaration and the Bylaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning, and garbage and sewage disposal.

3. IDENTIFICATION. The condominium units and all other improvements constructed on the condominium property are set forth in the plat attached as Exhibit "F". The construction of the improvements described therein is sufficiently complete so that such material, together with the wording of this Declaration is a true and correct representation of the improvements described, and there can be determined therefrom the identification, location, and dimensions of the common elements and of each condominium unit. Each condominium unit is identified by a number as shown on the plat attached hereto so that no condominium unit bears the same designation as does any other condominium unit.

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CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 32, PAGES 83, 84 & 85

Plate 45-00 (3)

193-00R

193-00

4. CHANGES IN PLAN AND SPECIFICATIONS. The Developer is hereby authorized to make whatever changes it may deem necessary in the plans and specifications of said condominium improvements.

5. DEVELOPER'S UNITS AND PRIVILEGES.

(a) The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent units to any person approved by him. Said Developer shall have the right to transact on the condominium property any business necessary to consummate sale of units, including, but not limited to the right to maintain condominium models, have signs, employees in the office, use the common elements and to show units. A sales office, signs and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer. In the event there are unsold units, the Developer retains the right to be the owner thereof, under the same terms and conditions as other owners, save for this right to sell, rent or lease as contained in this paragraph.

(b) The Developer owning condominium units offered for sale shall 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 third succeeding calendar month after the closing of the purchase and sale of any condominium unit within the condominium to an owner who is not the Developer, the nominee of the Developer, or a substitute or alternative Developer, whichever shall be the later date provided that the Developer shall be obligated to pay that portion of the common expenses incurred during that period which exceeds the amount assessed against other unit owners.

6. COMMON ELEMENTS. Common elements as hereinabove defined shall include within its meaning the following items:

(a) The land on which the improvements are located and any other land included in the condominium property whether or not contiguous.

(b) All parts of the improvements which are not included within the units.

(c) Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements.

(d) An easement of support in every portion of a unit which contributes to the support of a building.

(e) Installations for the furnishing of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation.

(f) The property and installations in connection therewith required for the furnishing of services to more than one condominium unit or to the common elements.

(g) The common elements designated by this declaration may be enlarged by an amendment to this declaration that includes the description of land owned by the Association and submits the land to the terms of this Declaration. The amendment shall be approved and executed in the manner required by this Declaration, and shall be executed in the Association. Such amendment shall vest the title in the unit owners, without naming them and without further conveyance, in the same undivided shares as the undivided

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shares in the common elements that are appurtenant to the units owned by them.

(h) An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

(i) An undivided share in the common elements.

(j) Gross easements for ingress, egress, support, maintenance repair, replacement and utilities.

(k) Easement or encroachments by the perimeter walls, ceilings and floors surrounding each condominium unit caused by the settlements or movements of the building or by minor inaccuracies in building or re-building which now exist or hereafter may exist and such easements shall continue until such encroachment no longer exists.

(l) The exclusive right to use such portion of the common elements as may be provided by this Declaration.

7. SHARES OF COMMON ELEMENTS AND EXPENSES. Each unit owner shall own a share in the common elements and in any surplus possessed by the Association, and be liable for common expenses as follows:

A	101	1.8939%	✓	119	1.8939%	✓	137	1.8939%	✓		
	102	1.8939%	✓	120	1.8939%	✓	138	2.1464%	✓		
	103	1.3888%	✓	121	1.8939%	✓	139	1.3888%	✓		
	104	1.3888%	✓	122	1.8939%	✓	140	1.3888%	✓		
	105	1.3888%	✓	123	1.8939%	✓	141	1.3888%	✓		
	106	1.3888%	✓	124	1.8939%	✓	142	1.3888%	✓		
	107	1.8939%	✓	125	1.8939%	✓	143	2.1464%	✓		
	108	1.8939%	✓	126	1.8939%	✓	144	1.8939%	✓		
	109	1.8939%	✓	127	1.8939%	✓	K	145	1.8939%	✓	
	110	1.8939%	✓	128	1.8939%	✓		146	2.1464%	✓	
	111	1.3888%	✓	S	129	1.8939%		✓	147	1.8939%	✓
	112	1.3888%	✓		130	2.1464%		✓	148	1.8939%	✓
	113	1.3888%	✓		131	1.3888%		✓	149	2.1464%	✓
	114	1.3888%	✓		132	1.3888%		✓	150	1.8939%	✓
	115	1.8939%	✓		133	1.3888%		✓	151	1.8939%	✓
	116	1.8939%	✓		134	1.3888%		✓	152	2.1464%	✓
B	117	1.8939%	✓		135	2.1464%		✓	153	1.8939%	✓
	118	1.8939%	✓		136	1.8939%		✓	154	1.8939%	✓
								155	2.1464%	✓	
						156	1.8939%	✓			

(a) Common expenses shall include the expenses of the operation, maintenance, repair, or replacement of the common elements, costs of carrying out the powers and duties of the Association, and any other expense designated as common expense by law, this Declaration or the By-Laws. It is understood that this shall include the expenses in connection with any assessments, insurance and all other expenditures for which the Association shall be responsible.

(b) The common surplus shall be owned by unit owners in the share as provided above.

MAINTENANCE AND ALTERATION OF CONDOMINIUM UNITS

(a) The Association shall maintain, repair, and replace

(1) all portions of a condominium unit, except

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interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the condominium building and all fixtures on the exterior thereof; boundary walls of condominium units; floor and ceiling slabs; and load-bearing columns and load-bearing walls; and

(2) all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which are contained in the portions of a condominium unit maintained by the Association; and all such facilities contained within a condominium unit which service part or parts of the condominium other than the condominium unit within which it is contained.

All incidental damage caused to a condominium unit by such work shall be promptly repaired at the expense of the Association.

(b) The responsibility of the condominium unit owner shall be

(1) to maintain repair, and replace at his expense all portions of his condominium unit except the portions to be maintained, repaired, and replaced by the Association;

(2) not to paint or otherwise decorate or change the appearance of any portion of the exterior of the condominium building;

(3) to promptly report to the Association any defect or need for repairs the responsibility for which is that of the Association.

(c) Except as elsewhere reserved to the Developer, neither a condominium unit owner nor the Association shall make any alteration in the portions of a condominium unit or apartment building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety, soundness, or authentic appearance of the condominium building, or impair any easement, without first obtaining approval in writing of owners of all condominium units in which such work is to be done and the approval of the Board of Directors of the Association. A copy of plans for all of such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

9. MAINTENANCE AND ALTERATION OF COMMON ELEMENTS. The maintenance and operation of the common elements shall be the responsibility and the expense of the Association. The Association shall maintain, repair, and replace at its own expense:

(a) The responsibilities set forth in paragraph 8(a) above, and

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

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

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

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

(f) Collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violation of the By-Laws and the terms and conditions of this Declaration.

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

10. GOVERNING BODY. The affairs of the condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation shall be ROYAL PINES ASSOCIATION, INC., hereinafter called the "Association". The Articles of Incorporation are attached hereto and made a part hereof by reference and marked as Exhibit "B", and the By-Laws of the Association are attached hereto and made a part hereof by reference and marked Exhibit "C".

11. THE ASSOCIATION. The Developer and all persons hereafter owning condominium units whose interest is evidenced by the recording of a proper instrument in the public records of Pinellas County, Florida, shall automatically be members of the Association and such membership shall automatically terminate when such persons have divested themselves of such interest.

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

There shall not be more than fifty six (56) voting members at any one time and each may cast one (1) vote. A person or entity owning more than one (1) condominium parcel may be designated as a voting member for each such condominium parcel which he or it owns.

All of the affairs, policy, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association consisting of not less than five (5) nor more than seven (7) voting members.

12. ENFORCEMENT OF MAINTENANCE. In the event any owner fails to maintain his unit as required above, the Association or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvement within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce the compliance with the above provision; however, any lender or owner in the event the Association fails to comply with the terms and conditions of the Declaration or its Articles of Incorporation and By-Laws may apply to a Court of competent jurisdiction for the appointment of a Receiver for the purpose of carrying out the terms and conditions required to be performed by the Association.

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13. ASSESSMENT, LIABILITY, MAINTENANCE, LIEN & PRIORITY INTEREST, COLLECTION. Common expenses shall be assessed against each condominium parcel of the Association as provided in paragraphs 8 and 9 above, including those expenses which may be incurred for services which have been contracted by the Association.

Every assessment, regular or special, made hereunder, and costs incurred in collecting the same, including reasonable attorney's fees, through all appeals, shall be paid by the condominium unit owner when due.

Failure to pay any assessment when due shall entitle the Association to the right of record and foreclose a Claim of Lien as set forth in Chapter 718.116, Florida Statutes. All assessments which are not paid shall bear interest at the highest rate allowed by law to charge to individuals in the State of Florida.

When the institutional mortgagee of a first mortgage forecloses his first mortgage, said first mortgagee acquiring title shall not be liable for assessments chargeable to the former unit owner which came due prior to acquisition of title by the said first mortgagee, 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 shall be deemed a common expense, collectible from all owners including the acquirer of title through foreclosure.

14. INSURANCE. The insurance provided herein which shall be carried upon the condominium property and the property of the condominium parcel owners shall be governed by the following provisions:

(a) All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the condominium parcel owners and their institutional mortgagees, as their interests may appear, and provisions shall be made for the issuance of certificate of mortgagee endorsements to the institutional mortgagees. The above insurance provision specifically does not include coverage of or on personal property, personal liability and/or living expenses of any condominium unit owner.

(b) COVERAGE.

(1) CASUALTY: All buildings and improvements upon the land and all personal property included in the condominium property, and other than personal property owned by condominium parcel owners, shall be insured in an amount equal to the maximum insurable replacement value excluding foundation and excavation costs. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time will be customarily covered with respect to buildings similar in construction, location, and use as the building on said land, including but not limited to, vandalism and malicious mischief.

(2) PUBLIC LIABILITY: The Association will procure and keep in force public liability and workmen's compensation insurance to protect Servicemen and Maintenance Contractors employed by the Association as it deems fit, from time to time, and the Association completely from any claim or damage to persons or property or for an injury to any employee of Servicemen and Maintenance Contractors incurred while Servicemen and Maintenance Contractors or their workmen are performing any duties under the terms of this Agreement for

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a minimum coverage of One Million Dollars (\$1,000,000.00 single limit bodily injury and/or property damage.

(3) FLOOD INSURANCE PROTECTION: Under the Flood Disaster Protection Act of 1973, if required, to meet the requirements of the law.

(4) WORKMEN'S COMPENSATION: Workmen's Compensation to meet the requirements of the law.

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

(d) All insurance policies purchased by the Association shall be for the benefit of the Association and the condominium parcel owners and their institutional mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association. Proceeds on account of damages to common elements shall be held as property of the condominium parcel owners in accordance with the percentages herein specified.

(e) In the event a loss occurs to any improvements within any of the units alone, without any loss occurring to any of the improvements within the common elements, payment under the insurance policies shall be made to such unit owners and any institutional mortgagees holding mortgages on said units, if there be mortgages on said units, as their interest may appear, and it shall be the duty of those condominium parcel owners to effect the necessary repairs to the improvements within their respective units.

(f) In the event that loss occurs to improvements within units and the contiguous common elements, or to improvements within the common elements alone, payment under the insurance policies shall be made jointly to the Association and the first mortgagees holding mortgages on the units, and the proceeds shall be expended or disbursed as follows:

(1) If the institutional mortgagees agree, all payees shall endorse the insurance company's check to the Association and the Association will promptly contract for the necessary repairs to the improvements within the common elements and within the damaged units. In the event the insurance proceeds should be sufficient to repair all of the damage within the units, but insufficient to repair all of the improvements within the common elements, the proceeds shall be applied first to completely repair the damages within the units and the balance of the funds shall be apportioned to repair improvements within the common elements, and the unit owners shall be subject to a special assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within the common elements.

(2) In the event all institutional mortgagees do not agree to the endorsement of the proceeds as provided in paragraph 14(f)(1) above, all payees shall endorse the insurance company's check to the institutional first mortgagee owning and holding the oldest recorded mortgage encumbering any one or more unit, which institutional mortgagee shall hold the insurance proceeds in escrow and the escrow and the escrow agent (should there be no such institutional mortgagee or none with legal capacity to perform such escrow, then the payee shall endorse the insurance check to the Association as escrow agent) shall

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

(bb) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the common property and within the units, and provided all institutional mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose, the improvements shall be completely repaired and restored. In this event, the Association shall negotiate and obtain a reputable contractor willing to do the work on a fixed price basis. The escrow agent shall disburse the insurance proceeds and other funds held in escrow in accordance with the progress payments contained in the construction contract between the Association and the Contractor, which contract shall be subject to the prior written approval of the escrow agent.

(cc) In the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction, but the insurance proceeds are not sufficient to repair and replace all of the improvements within the common elements and within the units, a membership meeting shall be held to determine whether or not to abandon the condominium project or to levy a uniform special assessment against each unit and the owners thereof as their interest appear, to obtain the necessary funds to repair and restore the improvements within the common elements and the units, provided that the insurance funds available be applied first to repair the units damaged and such assessment shall be for repairs to the common elements and the units. In the event the majority of the voting members vote in favor of the special assessment, the Association shall immediately levy such assessment and the funds received shall be delivered to the escrow agent and disbursed as provided above. In the event the majority of the voting members are opposed to the special assessment and one hundred (100%) percent vote for abandonment of the condominium project, the insurance proceeds shall be disbursed in accordance with the percentages allocable to each unit as per paragraph 7 of this Declaration of Condominium, and the condominium project may be terminated as provided for in paragraph 16 hereinafter.

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(g) If there has been loss or damage to the common elements and the insurance proceeds available are inadequate to repair and reconstruct same and all of the units, and if the majority of the voting members vote against levying the special assessment referred to above, and one hundred (100%) percent vote to abandon the condominium project, same shall be abandoned subject to the provisions of paragraph 16 hereinafter. As evidence of the members' resolution to abandon, the President and Secretary of the Association shall effect and place in the public records of Pinellas County, Florida, an affidavit stating that such resolution was properly passed, to which a copy of the consent of the unit owners and holders of all liens shall be affixed.

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

(i) In the event an institutional mortgagee requires any form of flood insurance as a condition to granting a mortgage and/or any other form of financing on all or any portion of this condominium, then in such event it shall be the obligation of the Association to obtain such insurance on the condominium buildings and make whatever assessments are necessary for this purpose pursuant to paragraph 13 of this Declaration.

(j) Loss less than "very substantial": Where as loss or damage occurs to more than one unit, or 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 owners to repair, restore, and rebuild the damage caused by said loss. Where such loss or damages 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 minimum, damage or loss to any individual units, and if such loss or damage to the common elements is less than Three Thousand (\$3,000.00) Dollars, the insurance proceeds shall be endorsed over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(3) If the damage or loss involves individual units encumbered by institutional mortgages, as well as the common elements, or if the damage is limited to the common elements, but is in excess of Three Thousand (\$3,000.00) Dollars, the insurance proceeds shall be disbursed to the Association for the repair and restoration of the property upon the written direction and approval of the Association, and provided, however, that upon the request of an institutional mortgagee, the written approval shall also be required of the institutional mortgagee owning and holding the first recorded mortgage encumbering a unit, so long as it owns and holds any mortgage encumbering a unit. At such time as the aforesaid institutional mortgagee is not the holder of a mortgage on a unit, then this right of approval and designation shall pass to the institutional mortgagee having the highest dollar indebtedness on units in the condominium property. Should written approval be required, as aforesaid, it shall be said institutional mortgagee's duty to give written notice thereof to the insurance company.

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The insurance company may rely upon the certificate of the Association and the aforesaid institutional mortgagee if said mortgagee's written approval is required as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of Mechanics' Liens to the Association and execute any affidavit required by law or by the Association or by the aforesaid institutional mortgagee.

(4) Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repairs 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 owners in proportion to the 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 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 specific individual damaged unit(s), then the Board of Directors shall levy the assessment for the total deficiency against all of the owners in proportion to the owners' share in the common elements, just as though all of said damage had occurred in the common elements. The special assessment funds shall be held by the Association and added by said Association to the proceeds available for the repair and restoration of the property.

(6) In the event the insurance proceeds are insufficient 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 institutional mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan, provided, however, that this provision may be waived by the Board of Directors in favor of any institutional mortgagee upon request therefor, at any time. To the extent that any insurance proceeds are required to be paid over to such institutional mortgagee, the owner shall be obliged to replenish the funds so paid over, and said owner and his unit shall be subject to special assessments for such sum.

(k) "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 the condominium is rendered untenable, or loss or damage whereby seventy-five (75%) percent or more of the total amount of insurance coverage placed as per paragraph 14(a) hereinabove becomes payable. Should such "very substantial" damage occur, then:

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

(2) The provisions of paragraph 14(a) hereinabove shall not be applicable to any institutional mortgagee who shall have the right, if its mortgage so provides, to

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require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Board of Directors shall ascertain as promptly as possible the net amount of insurance proceeds available to restoration and repair.

(3) 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 project, subject to the following:

(aa) If the net insurance proceeds available for restoration and repair, together with the insurance proceeds paid over to the institutional 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 one hundred (100%) percent of the total vote of the members of the condominium shall vote to abandon the condominium project, in which case the condominium property shall be removed from the provisions of the law, pursuant to the Condominium Act, Chapter 718.16, Florida Statutes.

(bb) If the net insurance proceeds available for restoration and repair, together with funds advanced by owners to replace insurance proceeds paid over to the institutional mortgagees, are not sufficient to cover the cost thereof, so that a special assessment will be required, then if one hundred (100%) percent of the total votes of the members of the condominium vote against such special assessment and to abandon the condominium project, then, it shall be so abandoned and the property removed from the provisions of the law pursuant to the Condominium Act, Chapter 718, Florida Statutes. In the event one hundred (100%) percent of the total votes of the members of the condominium vote in favor of the special assessment, the Association shall immediately levy such assessment, and thereupon the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions contained herein. The special assessment fund shall be retained by the Association and added to the proceeds from insurance available for the repairs and restoration of the property. The proceeds shall be disbursed by the Association for the repairs and restoration of the above property as provided for herein. To the extent that any insurance proceeds are paid over to such institutional mortgagee, and in the event it is determined not to abandon the condominium project and to vote a special assessment, the unit owner shall be obliged to replenish the funds so paid over to such institutional mortgagee, and said owner and his unit shall be subject to special assessment for such sum.

(4) 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.

15. AMENDMENT OF DECLARATION. This Declaration may be amended in accordance with Section 718.110, Florida Statutes.

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16. TERMINATION. The termination of the condominium may be affected by unanimous agreement of the owners and institutional mortgagees holding mortgages on said units, which agreement shall be evidenced by an instrument or instruments executed in the manner provided for conveyances of land. The termination shall become effective when such agreement has been recorded in the public records of Pinellas County, Florida.

17. RESTRAINT UPON SEPARATION AND PARTITION. Any transfer of a condominium parcel must include all elements thereof as aforescribed, and appurtenances thereto, whether or not specifically described, including, but not limited to, the condominium parcel owner's share in the common elements and his Association membership.

18. OBLIGATIONS OF MEMBERS. In addition to other obligations and duties heretofore set out in this Declaration, every condominium owner shall abide by the following regulations:

(a) All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association. Such designation may be by separate letter or appropriate marking of the parking space or spaces by the owner's last name and/or apartment number. Owner agrees to notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations. If the Association has assigned a space to a unit owner, only the owner and his guests shall be permitted to utilize such assigned space. No boats, trailers, campers, golf carts, motorcycles, or vehicles larger than a passenger automobile will be permitted within the development of which unit is a part without the written approval of the Association, and any such vehicle or any of the properties mentioned in the preceding sentence may be removed by the Association at the expense of owner owning the same for storage or public or private sale, at the election of the Association, and the unit owner owning same shall have no right of recourse against the Association therefor. No repairing of automobiles, trailers, boats, campers, golf carts, or any other property of owner will be permitted outside the confines of the owner unit.

(b) Each occupant shall maintain his apartment in good condition and repair, including all internal surfaces within or surrounding his apartment; and maintain and repair the fixtures therein, and shall promptly pay for any utilities which are metered separately to his apartment. Common areas of the building, such as hallways, etc., landscaped and grassed areas, shall be used only for the purposes intended. No articles belonging to the apartment occupants shall be kept in such areas, temporarily or otherwise.

(c) Each apartment shall be used only for the purpose of a single family residence and no children under age 16 may reside in such residence. However, a child under age 16 may be permitted to visit his immediate relatives in such an apartment for a period of no longer than two (2) weeks, so long as the child is properly supervised of the satisfaction of the Association. Any exception to this paragraph shall be obtained by prior written approval of the Association.

(d) Each apartment occupant shall maintain his apartment in a clean and sanitary manner. Porches shall be used only for the purposes intended and shall not be used for hanging of garments or other objects, or for cleaning of rugs or other household items. Each apartment occupant may provide his apartment with laundry and drying equipment; but no drying of laundry will be permitted outside of the occupant's apartment or in the courtyard, excepting in the laundry room.

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(e) No animals of any kind shall be kept or harbored in or about the unit or common elements unless the same in each instance be expressly permitted by prior written agreement of the Association. Such consent, if given, shall be revocable by the Association at any time. In no event shall any pet be permitted in any public portion of a building of which apartment is a part, or common elements, unless carried or on leash. Animals or pets shall not be allowed in any grass or garden plot under any condition, or tied to any portion of the premises. No animals in excess of twenty-five (25) pounds shall be permitted under any circumstances.

(f) Apartment occupants are reminded that alteration and repair of the apartment building is a responsibility of the Association, except for the interior of the apartments. No exterior painting of doors or buildings, or additions such as screen doors or lighting fixtures or any other time whatsoever, and no alteration may be made of any interior boundary wall without first obtaining written approval of the Condominium Association. No reflecting devices or materials may be used in any of the aforementioned areas.

(g) No occupant may make or permit any disturbing noises in the building or on the Condominium property, whether made by himself, his family, friends, guests or servants, nor do o permit anything to be done by such persons that would interfere with the rights, comforts, or other conveniences of other occupant. No occupant may play or suffer to be played, any musical instrument, phonograph, radio or television set in his apartment or on or about the Condominium property, between the hours of 11:00 P.M. and the following 8:00 A.M., if the same shall in any manner disturb or annoy the other occupants of the Condominium.

(h) Disposition of garbage and trash shall be only by use of garbage disposal units, or by use of receptacles supplied by the Association.

(i) Each apartment may identify its occupant by a name plate of a type and size approved by the Association and mounted in a place and manner so approved.

(j) No signs, advertising, or notices of any kind or type, whatsoever, including but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on the exterior of any apartment; nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any apartment.

(k) All Official notices of the ROYAL PINES CONDOMINIUM ASSOCIATION, INC. or of a Management Corporation, if utilized, shall bear the signature of the President and the Official Seal of the said Association and/or Management Corporation.

(l) All damage to the project caused by the moving and/or carrying of an article therein, shall be paid by the unit owner or person in charge of such article.

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

(n) These Rules and Regulations are subject to modification by the Association in accordance with the By-Laws as set forth in the Declaration of Condominium.

(o) The condominium owner may be given the right to use his parking space for automobile parking only; the open parking spaces may from time to time be assigned by the Board of Directors of the Association to a condominium unit, which assignment shall

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not be recorded among the public records. Any portion of the condominium property may be designated for parking spaces by the Board of Directors. The Board of Directors may from time to time, should they determine there be a need, change the open parking spaces assigned to the units provided that a unit always has a parking space. This provision is made in contemplation of the fact that from time to time one or more owners may be under a physical disability which would require the assignment of a parking space more convenient to his condominium unit and to give the Association the power and flexibility to deal with such situation.

(p) All children under sixteen (16) years of age who use the recreation hall or pool, must be accompanied by an adult.

(q) With the exception of existing leases and rentals, all leasing, subleasing or rentals must be approved by the Association's directors, which approval shall not be unreasonably withheld. Provided however, no tenancy shall be created for a term of less than sixty (60) consecutive days.

19. COVENANTS: All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every unit owner and claimant of the land or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of this Declaration.

20. INVALIDATION AND OPERATION: Invalidation of any portion of this Declaration or any provision contained in a conveyance of a condominium parcel whether by judgment or Court Order or law shall in no wise affect any of the other provisions which shall remain in full force and effect.

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

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

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

Signed, Sealed and Delivered
in the presents of:

ROYAL PINES, INC., A Florida
Corporation

BY: William F. Martin
WILLIAM F. MARTIN, PRESIDENT

ATTEST: Francis Martin
SECRETARY

SWORN TO AND SUBSC ED before me this 25 day of January,
1979.

Echo Ann Coe
NOTARY PUBLIC MY COMMISSION EXPIRES

Schrader & Englander

Attorneys at Law
Wilner Executive Centre
5999 Central Avenue
St Petersburg, Florida 33710
(813) 384 5999

Notary Public, State of Florida
My Commission Expires Nov. 6, 1981

1223
FOR GOOD AND VALUABLE CONSIDERATIONS, the receipt whereof is hereby acknowledged, ROYAL PINES CONDOMINIUM ASSOCIATION, INC. a Florida non-profit membership corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of this Declaration and all Exhibits hereto.

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

Signed, Sealed and Delivered
in the presence of:

ROYAL PINES CONDOMINIUM ASSOCIATION, INC.

BY: William F. Martin
PRESIDENT

ATTEST: Frances Martin
SECRETARY

Echo Ann Coe

SWORN TO AND SUBSCRIBED before me this 25th day of January, 1979.

MY COMMISSION EXPIRES:

Echo Ann Coe
NOTARY PUBLIC

Notary Public, State of Florida at Large
My Commission Expires NOV. 6, 1981

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St. Petersburg, Florida 33710
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herein called "Mortgagee", the owner and holder of a mortgage encumbering the property described in Exhibit "A", attached, which mortgage is dated FEBRUARY 1, 1978, and recorded as Clerk's Instrument No. 78019905, Public Records of Pinella County, Florida, to the extent that it may be required to do so under the Laws of the State of Florida, joins in the making of this foregoing Declaration of Condominium, and the mortgagee agrees that the lien of said mortgage shall hereafter be upon each and every parcel and common elements pertaining thereto set forth and referred to in said Declaration.

By

CLAUDE THACKER

XX

* * * * *

Signed, Sealed and Delivered
in the Presence of:

STATE OF FLORIDA) SS
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared

CLAUDE THACKER

who acknowledged before me that he executed this Joinder for the purposes expressed therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at said County and State, this 120TH day of FEB. 1974.

Notary Public

~~/My Commission Expires:~~

NOTARY PUBLIC STATE OF FLORIDA AT LEE
MY COMMISSION EXPIRES FEB. 21, 1979
FOR OLD LEE COUNTY, FLORIDA

Schrader & Englander

Attorneys at Law

Winner Executive Control

5977 Central Avenue

St Petersburg, Florida 33710

(813) 334-5777

JOINDER OF MORTGAGEE

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEARWATER

herein called "Mortgagee", the owner and holder of a mortgage encumbering the property described in Exhibit "A", attached, which mortgage is dated December 29, 1972, and recorded as Clerk's Instrument No. 76023471, Public Records of Pinellas County, Florida, to the extent that it may be required to do so under the Laws of the State of Florida, joins in the making of this foregoing Declaration of Condominium, and the mortgagee agrees that the lien of said mortgage shall hereafter be upon each and every parcel and common elements pertaining thereto set forth and referred to in said Declaration.

By Hugh J. Shaw
its Vice President
Attest Fannie Mae Burgess
its Assistant Secretary

Signed, Sealed and Delivered
in the Presence of:

Armeta Marfiak

Mary S. Hubbard

STATE OF FLORIDA) SS
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared HUGH J. SHAW and FANNIE MAE BURGESS, as Vice President and Assistant Secretary, respectively of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEARWATER who acknowledged before me that they, as officers of said Corporation, executed this Joinder and affixed the seal of the Corporation and that the same is the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at said County and State, this 21 day of February 1979

Mary S. Hubbard
Notary Public

My Commission Expires

1/9/82

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