

KARLEEN F. DE BLAKER, CLERK OF COURT
PINELLAS COUNTY, FLORIDA

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51 NOT-ROYAL PINES CONDO ASSN
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IN:02452885 BK:12388 SPG:1488 EPG:1488
RECORDING 002 PAGES 1 \$10.50

Prepared by and Return to:
Brudny & Rabin, P.A.
Michael J. Brudny, Esq.
28100 U.S. 19 North, Suite 300
Clearwater, Florida 33761

TOTAL: \$10.50
CHECK AMT. TENDERED: \$10.50
CHANGE: \$.00

BY _____ DEPUTY CLERK

02-452885 DEC- 4-2002 10:12am
PINELLAS CO BK 12388 PG 1488



**NOTICE ADVISING OF INTENT NOT TO ENFORCE AGE RESTRICTIONS
WITHIN GOVERNING DOCUMENTS FOR
ROYAL PINES CONDOMINIUM, A CONDOMINIUM**

WHEREAS, ROYAL PINES CONDOMINIUM, A CONDOMINIUM, lying within Pinellas County, Florida, was created in 1979 upon the filing of a Declaration of Condominium with the Clerk of Court of Pinellas County, Florida, originally recorded in Official Records Book 4819, Page 1211, Pinellas County Public Records; and

WHEREAS, contained within said Declaration, as originally recorded or as subsequently amended, are provisions which restrict the rights of owners, tenants, or guests, from residing in the units created thereby, unless said residents meet certain age limitations as more particularly set forth within the Declaration of Condominium; and

WHEREAS, ROYAL PINES CONDOMINIUM ASSOCIATION, INC., the governing Association for the condominium (hereafter the "Association"), upon advise from legal counsel, has determined the said restrictions within the governing documents of the condominium are not enforceable, at a time when the condominium had not formally complied with the requirements of the Fair Housing Act (hereafter the "Act") so as to permit restricted occupancy on the basis of age; and

WHEREAS, the Association is not permitted to unilaterally amend the governing Declaration, but it has the authority to record this Notice in the Public Records of Pinellas County, Florida, so as to place of record its intention not to enforce those restrictions limiting occupancy on the basis of age, wherever located within the governing documents of the condominium, which might constitute a violation of the Act; and

PAGES 2
ACCT _____
REC 70.50
DR219 _____
DS _____
INT _____
FEES _____
MTF _____
P/C _____
REV _____
TOTAL 70.50
CK BAL _____
C BAL _____

WHEREAS, by filing this Notice, the Association seeks to effect such purpose.

NOW, THEREFORE, be it resolved by the Association as follows:

1. The foregoing recitations are incorporated herein by reference.

2. The Association has discontinued its previous practice of enforcing the
aforescribed provisions limiting occupancy on the basis of age given the provisions of the Fair
Housing Act preventing discrimination on the basis of "familial status".

P, 1227

3. The Association will not enforce Section 18(c) of the Declaration of
Condominium, nor any other provisions within the governing documents of the condominium, which
violate the "Act" or any other law prohibiting restrictions on age.

RESOLVED by the Board of Directors on this 19 day of August
2002.

ROYAL PINES CONDOMINIUM
ASSOCIATION, INC.

Debra Agamaite
Signature of Witness #1

Printed Name of Witness #1

By: [Signature]
Signature

A.J. AMATI - (Pres)
Printed Name and Title

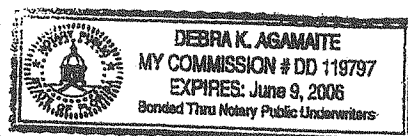
[Signature]
Signature of Witness #2

Printed Name of Witness #2

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 19 day of August
2002 by A.J. Amati, as President of Royal Pines Condominium
Association, Inc., a Florida corporation, who acknowledged that he/she executed this document on
behalf of the corporation, and stated that the foregoing is a true and correct recitation of a Resolution
of the Board of Directors of said corporation as of the date and year above written. (He)She is
personally known to me or has produced _____ as identification.

Debra K. Agamaite
Notary Public
Debra K. Agamaite
Printed Name
My Commission Expires:



ROYAL PINES CONDOMINIUM ASSOCIATION
A Corporation Not for Profit

EFFECTIVE: July 17, 2001

SUBJECT: Installation of Tile Floors on Second Story Units

POLICY:

- 1- No owner of a second story unit shall install ceramic tile, terrazzo or any other type of tile floor, without the approval of the Board of Directors.
- 2- This approval must be requested to the Board in writing.
- 3- The Board of Directors may withhold approval of the tile floor if conditions set forth in this resolution are not met, as follows:
 - A) A sound barrier material must be installed under the tile floor to minimize the noise to the downstairs units.
 - B) Installation of the tile floor shall commence after the approval of the Board has been granted and not before.
 - C) The Board must received along with the request in writing a copy of the proposal from the company that will do the installation clearly showing that a sound barrier will be used.
 - D) If for any reason after the approval has been granted by the Board , the sound barrier is not installed, enforcement procedures shall be commenced immediately and the unit owner shall be asked to remove the flooring to comply with this resolution.
- 4- Copy of this resolution shall be furnished to each individual unit owner by U.S. mail.

Adopted by the Board of Administration this 17th day of July, 2001

By *Lois Conte*

Lois Conte
Secretary of the Association

July 17th, 2001

REC.
8-3-01**BOARD OF DIRECTORS RESOLUTION**
Statement of Association's Policy**STATEMENT:**

The Management Company or Manager works closely with the Board of Directors of the Association in conducting the affairs of the Association. The Management Company or Manager shall provide to the Board of Directors a monthly financial statement of income and expenses, delinquencies, prepayments, Bank statements and reconciliation etc...

The Management Company or Manager is required to keep these records according to established accounting principles set forth by the F.A.S.B (Financial Accounting Standard Board.)

The Management Company or Manager must provide the Board with proposals or bids for work to be performed in the Condominium complex if the work exceeds \$ 1,000.00. The Manager or Management Company shall see to it that the common elements are maintained properly.

It is the purpose of the Board of Directors by approving this resolution to set forth certain rules to be observed in dealing with the Management Company or Manager , as follows:

- 1- Any dealings between the Association members and the management shall be through the Board of Directors of the Association.
- 2- The liaison between the Board of Directors and Management as protocol establishes, is the President of the Board of Administration. In the absence of the President of the Association, the next highest officer will be responsible for dealing with Management.
- 3- Every request to either the Board of Directors or Management must be made in writing. No telephone calls will be accepted as there should always be written word for future reference if needed.
- 4- If there is a plumbing or electrical emergency, owners must call either a plumber or electrician as the case may be and have it repaired. If the owner feels that the repair is a liability of the Association, a paid bill must be submitted by the owner, and if it is the Association's responsibility, a refund check will be issued. **DO NOT CALL THE MANAGEMENT COMPANY OR MANAGER** , they have no authority to do any repairs that is not in common elements or exceed a certain amount.
- 5- No unit owner has the right to call for repairs in the name of the Association. There will be a list of Contractors posted at the Clubhouse. They have proven to be trustworthy . The list will be posted for your information only.

A copy of this resolution shall be furnished to each individual owner by US mail. Adopted by the Board of Administration this 17th day of July, 2001

By Lois Conte
Lois Conte
Secretary of the Association.

YES	3
#	1100
AMT	
MT	
	15.00
DATE	
	15.00

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CTF-ROYAL PINES CONDO		ASSOC	
RECORDING 003 PAGES		1	\$15.00

TOTAL:			\$15.00
CHARGE AMOUNT:			\$15.00

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM AND BY-LAWS OF
ROYAL PINES CONDOMINIUM ASSOCIATION, INC.**

We, A. J. Amati, as President, and Lee Kozlowski, as Secretary, of Royal Pines Condominium Association, Inc., do hereby certify that at the Annual Meeting of the Membership of the Royal Pines Condominium Association, Inc., held on March 24, 1999, which was recessed and reconvened to April 14, 1999, held in accordance with the By-Laws of this Association, by the affirmative vote of not less than two-thirds (2/3) of the unit owners of Royal Pines Condominium, A Condominium, voting at the Annual Meeting of the Membership, the following Amendments to the Declaration of Condominium were duly enacted, and by the affirmative vote of not less than three-quarters (3/4) of the entire membership of the Association voting at the Annual Meeting of the Membership, the following Amendment to the By-Laws was duly enacted:

SECTION 18(a) OF THE DECLARATION IS AMENDED TO READ AS FOLLOWS:

(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.

PREPARED BY & RETURN TO:
STEVEN H. MEZER, P.A.
1212 COURT STREET, SUITE B
CLEARWATER, FLORIDA 33756

CONDOMINIUM PLATS PERTAINING
HERETO ARE RECORDED IN
CONDOMINIUM PLAT BOOK 32, PAGE
83, ET SEQ. AND THE DECLARATION
OF CONDOMINIUM IS RECORDED IN
O.R. BOOK 4819, PAGE 1211, ET SEQ.

SECTION 18(q) OF THE DECLARATION IS AMENDED TO READ AS FOLLOWS:

(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)~~ ninety (90) consecutive days. No owner shall enter into a lease, rental agreement or other similar conveyance of use during the first year of ownership of that unit.

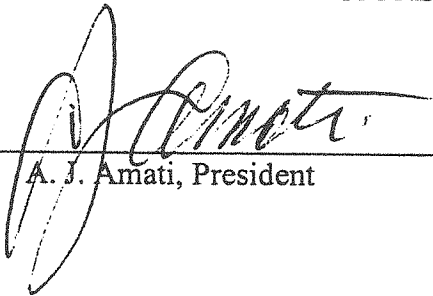
ARTICLE II, SECTION I OF THE BY-LAWS IS AMENDED TO READ AS FOLLOWS:

Section 1. Number and Term: The number of Directors which shall constitute the whole Board of Directors, also known as the Board of Administration, shall be not less than Five ~~(5)~~ Three (3) nor more than Seven (7). ~~Until succeeded by Directors elected as hereinafter provided, Directors need not be members, thereafter all~~ All Directors shall be members ~~of the Association.~~ Within the limits above specified, the number of Directors shall be determined ~~at the~~ by a vote of the Board of Directors, in its discretion, to occur not less than ninety (90) days prior to any annual meeting. In the absence of a vote by the Board of Directors to change the number of Directors at least ninety (90) days prior to the annual meeting, the number of Directors will remain the same. The Directors shall be elected to serve for the term of one (1) year, or until his successor shall be elected and shall qualify. No decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director.

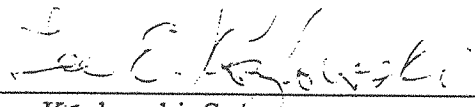
CODING: The full text to be amended is stated: New words to be inserted are double underlined, ~~words to be deleted are lined through with hyphens.~~

ROYAL PINES CONDOMINIUM ASSOCIATION,
INC.

By: _____


A. J. Amati, President

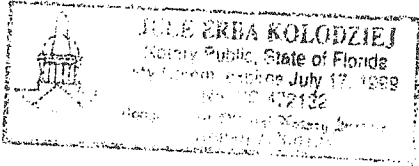
ATTEST:


Lee Kozlowski, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 21 day of April, 1999 by A. J. Amati and Lee Kozlowski, President and Secretary, respectively, of ROYAL PINES CONDOMINIUM ASSOCIATION, INC., who are personally known to me or who have produced _____ as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the

Declaration of Condominium and By-Laws of Royal Pines Condominium Association, Inc., and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.



Julie Erba Kolodziej (SEAL)
Notary Public / State of Florida at Large
Julie Erba Kolodziej
Print or Type Notary Signature

Commission Number
My Commission Expires:

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These documents contain no provision relating to ownership or control by any person, other than unit owners or an association of any part of that Condominium property which will be used by the unit owners as a mandatory condition of unit ownership.

ROYAL PINES CONDOMINIUM

A CONDOMINIUM

THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.

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

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

3 ✓

SUMMARY

THIS CONDOMINIUM IS CREATED AND BEING SOLD ON FEE SIMPLE INTERESTS.

THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT ~~TO SECURE THE~~ PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE ~~FOR THE~~ USE, MAINTENANCE, UPKEEP OR REPAIR OF THE RECREATIONAL OR COMMONLY USED FACILITIES. THE UNIT OWNERS FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.

THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.

THE MANAGEMENT, MAINTENANCE AND OPERATION OF THE CONDOMINIUM PROPERTY WILL BE ARRANGED FOR BY THE ASSOCIATION BY WAY OF INDEPENDENT CONTRACTS. THE DECLARATION OF CONDOMINIUM AND ARTICLES OF INCORPORATION FURTHER RESERVE THE RIGHT IN THE ASSOCIATION TO ENTER INTO A TOTAL MAINTENANCE CONTRACT.

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.

THE SALE, TRANSFER OR CONVEYANCE OF YOUR UNIT IS RESTRICTED OR CONTROLLED.

THERE ARE NO WARRANTIES UNLESS THEY ARE EXPRESSLY STATED IN WRITING BY THE DEVELOPER.

4 ✓

PROSPECTUS

ROYAL PINES CONDOMINIUM
2320 East Bay Drive
Largo, Florida

BUILDING SCHEDULE:

There are 4 buildings and 56 units which comprises all the units and buildings of Royal Pines Condominium, a Condominium.

<u>No. of Units</u>	<u>No. of Bedrooms</u>	<u>No. of Baths</u>
8	2	2
16 32	2	1
32 16	1	1

PLOT PLAN:

A copy of the Plot Plan and Survey may be found as exhibit F of this Prospectus.

COMPLETION DATE:

Construction of Royal Pines Condominium, a Condominium, is complete.

RECREATION FACILITIES:

The maximum number of units using recreation facilities is 56.

OWNERSHIP:

THIS CONDOMINIUM IS BEING CREATED AND SOLD ON FEE SIMPLE INTERESTS.

RECREATION/COMMONRY USED FACILITIES

<u>ITEM</u>	<u>LOCATION</u>	<u>FLOOR AREA</u>	<u>CAPACITY</u>
-------------	-----------------	-------------------	-----------------

Recreation Room

Pool Area (Pool
not heated)

~~Blank~~

Laundry Room

Office

INVENTORY

REC. ROOM

2 brown vinyl sofas
2 brown, vinyl chairs
29 folding chairs
3 large tables-folding
5 captain chairs
1 combination bumper pool and card table (complete)
-1 pool table (complete)
hanging light over pool table
large server
book shelf
large wall clock
~~large wall clock~~
flag
stove and refrigerator
1-32 cup coffee pot
2-9 cup coffee pot
1 emergency lighting-battery charged
1 2A10BC fire extinguisher
2 aluminum ladders.. 1 extention ladder
~~complete curtains and drapes~~

COMPLETION DATE AND GENERAL STATEMENT OF RECREATION FACILITIES:

The recreation facilities at Royal Pines Condominium are complete. The Developer will not be providing additional recreational facilities. No recreation facilities will be used in common with other condominiums.

THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT TO THE ASSOCIATION OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP OR REPAIR OF THE CONDOMINIUM. THE UNIT OWNERS FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN, BY THE ASSOCIATION.

The lien rights are provided for in Paragraph 13 of the Declaration of Condominium, and Article XI of the By-Laws as found as Exhibit C to this Prospectus.

P. 12-16

THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE:

The Developer reserves the right prior to sale, to lease each unit in Royal Pines Condominium, a Condominium, upon such terms as he deems fit and proper.

MANAGEMENT, MAINTENANCE AND OPERATION OF THE CONDOMINIUM PROPERTY:

The Management, Maintenance and Operation of the Condominium Property will be arranged for by the Association by way of independent contracts. The Declaration of Condominium and Articles of Incorporation further reserve the right in the Association to enter into a total maintenance contract.

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD (SEE ARTICLE II, SECTION 4 OF THE BY-LAWS FOUND AS EXHIBIT C TO THIS PROSPECTUS).

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THE SALE, TRANSFER OR CONVEYANCE OF YOUR UNIT IS RESTRICTED OR CONTROLLED.

The provisions for control are found in Article XIII of the By-Laws, a copy of which is found as Exhibit C of this Prospectus.

CONVERSION INFORMATION:

Construction of Royal Pines Condominium, a Condominium, was completed on March 11, 1974.

The prior use of this Condominium was an apartment complex known as Royal Pines Apartments.

The roof, mechanical, electrical, plumbing and structural elements of the condominium are in good working order and repair. A statement as to the condition of the roof, electrical, plumbing and structural elements of the condominium is attached as Exhibit G to this Prospectus.

A termite inspection report by a certified pest control operator is attached to this Prospectus as Exhibit G, which shows that there is no termite damages or infestation in the condominium.

THERE ARE NO WARRANTIES UNLESS THEY ARE EXPRESSLY STATED IN WRITING BY THE DEVELOPER.

RESTRICTIONS ON THE PURCHASERS USE OF THE CONDOMINIUM PARCEL:

1. Automobiles will be parked only in the areas designated by the Association.
2. Boats, trailers, campers, golf carts, motorcycles or vehicles longer than passenger cars will not be permitted to be kept in the Condominium.
3. All Unit Owners shall keep and maintain their respective units in good condition and repair and shall promptly pay for all utilities which are separately metered to the unit.

4. All common areas shall be kept free for their intended use by the Unit Owners and no articles belonging to the Unit Owners shall be kept in the common area.
5. Each unit shall be used only for the purpose of a single family residence and no children under age SIXTEEN (16) may reside in the residence. REVISED 2002
6. No clothing, bedding or similar items shall be dried or aired in any outdoor area, nor shall any such items be hung over or on porches.
7. Prior written approval is needed from the Association for harboring any animal or pet. REVISED 1985
8. No exterior painting or additions such as doors or lighting fixtures or any interior alterations may be made without the express prior written approval of the Association.
9. 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 or permit anything to be done by such persons that would interfere with the rights, comforts, or other conveniences of other occupants. No occupant may play or suffer to be played any musical instrument, phonograph, radio or television set in his apartment or on 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.
10. Disposition of garbage and trash shall be only by use of garbage disposal units, or by use of receptacles supplied by the Association.
11. Each apartment may identify its occupant by a name plate of a type and size approved by the Association or management corporation and mounted in a place and manner so approved.
12. 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.

13. All official notices of the Association or management corporation, if utilized, shall bear the signature of the President and the official seal of the said Association and/or management corporation.
14. Children shall not be permitted to loiter or play on the parking areas or any other common areas.
15. All damage to the project caused by the moving and/or carrying of articles therein, shall be paid by the Unit Owner or person in charge of such articles.
16. Soliciting is strictly forbidden. It is requested that owners notify the Association if a solicitor appears and appropriate action will be taken.
17. These Rules and Regulations are subject to modification by the Association in accordance with the By-Laws set forth in the Declaration of Condominium.

UTILITY NEEDS:

THE UTILITY NEEDS AND OTHER SERVICES WILL BE MET BY:

ELECTRIC	-	FLORIDA POWER
WATER		PINELLAS COUNTY
SEWER		PINELLAS COUNTY
TRASH		PRIVATE COMPANIES
TELEPHONE	-	GENERAL TELEPHONE CO. OF FLORIDA
STORM DRAINAGE	-	NATURAL RUNOFF

APPORTIONMENT OF COMMON EXPENSES AND OWNERSHIP OF COMMON ELEMENTS:

Each unit owners interest in the common elements is determined by a fixed percent formulated by the developer.

Determination of Common Expenses:

Apportionment of common expenses is based on an assigned percentage tied to the type of apartment owned:

16	1 bedroom	-		1.388%
32	2 bedroom	-	1 bath -	1.8939%
8	2 bedroom	-	2 bath -	2.1464%

Estimated Closing Expenses:

The Developer will pay for the following costs:

Up to two (2) points on any loan
origination fee
All state stamps on the Deed
Owners Title Insurance policy

The Unit Owners will pay for a proration of the closing month's maintenance.

Identity of Developer:

ROYAL PINES, INC. is a Florida corporation. The principal officer and Director of the Corporation is William F. Martin who operated the premises as an apartment prior to this conversion.