

This Instrument Prepared by  
and return to:

Elizabeth R. Mannion  
BAXTER, STROHAUER, MANNION &  
SILBERMANN, P.A.  
1150 Cleveland Street, Suite 300  
Clearwater, FL 33577

KEN BURKE, CLERK OF COURT  
PINELLAS COUNTY FLORIDA  
INST# 2005151794 04/21/2005 at 03:36 PM  
OFF REC BK: 14263 PG: 1277-1278  
DocType:CONDO RECORDING: \$18.50

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CERTIFICATE OF FILING AND  
AMENDMENT TO THE ARTICLES OF INCORPORATION OF  
CONDOMINIUM OF 650 ISLAND WAY CONDOMINIUM ASSOCIATION, INC.

On March 31, 2005, a meeting was held of the Board of Directors and Association of 650 Island Way Condominium Association, Inc., a Florida Corporation, and together with not less than seventy-five 75% percent voting interests represented at a meeting at which a quorum is present, by these presents and by separate written instruments which are maintained in the official records of the before-mentioned corporation and which are incorporated herein by reference, does hereby amend the Articles of Incorporation of 650 ISLAND WAY CONDOMINIUM ASSOCIATION, INC., which was recorded in O. R. Book 6856, Page 1748, et seq., as amended, in the Public Records of Pinellas County, Florida, and pursuant to the provisions of Article X, does hereby amend said Articles of Incorporation of 650 ISLAND WAY CONDOMINIUM ASSOCIATION, INC., to read as follows:

Article V, Section 5.1

5.1 The affairs of the Association will be managed by a Board consisting of the number of directors determined by the Bylaws, but not less than three directors, and in the absence of such determination shall consist of three directors.

Article V, Section 5.2

5.2 Directors of the Association shall be elected at the annual meeting of the 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 in the Bylaws. No more than one owner of a unit shall be elected or appointed to serve on the Board of Directors at any one time.

THESE AMENDMENTS to the Articles of Incorporation of 650 ISLAND WAY CONDOMINIUM ASSOCIATION, INC., are made this 11 day of April, 2005.

WITNESSES:

Danielle Villalobos  
Print Name: Danielle Villalobos

Kurt D. Young  
Print Name: Kurt D. Young

By: Fred Eiselein  
FRED EISELEIN,  
President

Address: 650 ISLAND WAY #803  
CLEARWATER, FL 33767

Attest: Lee Mancía  
LEE MANCIA,  
Director

Address: 650 ISLAND WAY #706  
CLEARWATER, FL 33767

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 11 day of April, 2005, by FRED EISELEIN as President of 650 Island Way Condominium Association, Inc. a Florida Corporation, on behalf of the corporation. ~~He~~ is personally known to me or has produced \_\_\_\_\_ as identification.

Sheron Nichols  
Print Name: SHERON NICHOLS  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 11 day of April, 2005, by LEE MANCIA, Secretary of 650 Island Way Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. ~~He~~ is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC-STATE OF FLORIDA  
Sheron O. Nichols  
Commission # DD376732  
Expires: JAN. 12, 2009  
Bonded Thru Atlantic Bonding Co., Inc.

Sheron Nichols  
Print Name: SHERON NICHOLS  
My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC-STATE OF FLORIDA  
Sheron O. Nichols  
Commission # DD376732  
Expires: JAN. 12, 2009  
Bonded Thru Atlantic Bonding Co., Inc.

This Instrument Prepared by  
and return to:

Elizabeth R. Mannion  
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CERTIFICATE OF FILING AND  
AMENDMENT TO THE BYLAWS OF  
650 ISLAND WAY CONDOMINIUM ASSOCIATION, INC.

On March 31, 2005, a meeting was held of the Board of Directors and Association of 650 Island Way Condominium Association, Inc., a Florida Corporation, and together with not less than seventy-five 75% percent voting interests represented at a meeting at which a quorum is present, by these presents and by separate written instruments which are maintained in the official records of the before-mentioned corporation and which are incorporated herein by reference, does hereby amend the Bylaws of 650 ISLAND WAY CONDOMINIUM ASSOCIATION, INC., which was recorded in O. R. Book 6856, Page 1773, et seq., as amended, in the Public Records of Pinellas County, Florida, and pursuant to the provisions of Article VII, does hereby amend said Bylaws of 650 ISLAND WAY CONDOMINIUM ASSOCIATION, INC., to read as follows:

Article IV – Section 4.6

4.6 No more than one owner of a unit shall be elected or appointed to serve on the Board of Directors at any one time.

THIS AMENDMENT to the Bylaws of 650 ISLAND WAY CONDOMINIUM ASSOCIATION, INC., is made this 11 day of April, 2005.

WITNESSES:

Danielle Villalobos  
Print Name: Danielle Villalobos

Kurt D. Young  
Print Name: Kurt D. Young

By: Fred Eiselein  
FRED EISELEIN,  
President

Address: 650 ISLAND WAY #803  
CLEARWATER, FL 33767

Attest: J. Mancian  
LEE MANCIA,  
Director

Address: 650 ISLANDWAY # 706  
CLEARWATER, FL 33767

STATE OF FLORIDA

COUNTY OF PINELLAS


The foregoing instrument was acknowledged before me this 11 day of April, 2005, by FRED EISELEIN as President of 650 Island Way Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. **H**e is personally known to me or has produced \_\_\_\_\_ as identification.

Sheron Nichols  
Print Name: SHERON NICHOLS  
My Commission Expires: \_\_\_\_\_


STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 11 day of April, 2005, by LEE MANCIA, Secretary of 650 Island Way Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. **H**e is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC-STATE OF FLORIDA  
 Sheron O. Nichols  
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Expires: JAN. 12, 2009  
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Sheron Nichols  
Print Name: SHERON NICHOLS  
My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC-STATE OF FLORIDA  
 Sheron O. Nichols  
Commission #DD376732  
Expires: JAN. 12, 2009  
Bonded Thru Atlantic Bonding Co., Inc.



ADOPTED AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF  
650 ISLAND WAY, A CONDOMINIUM

1. It is proposed to amend Article XII to add the following language as Section 3. No current language being affected.

ARTICLE XII

Assessments

Section 3. In addition to the interest provided for above, the Association may charge an administrative late fee in the amount of twenty-five dollars (\$25.00), or five percent (5%), of each installment of any sums due the Association, whichever is greater, or such other amount as may be provided for in the Condominium Act, as amended from time to time for late payments. The administrative late fee shall be secured by the Association's lien rights. Any payments received by the Association shall be applied first to any interest accrued on a delinquent assessment or installment thereof, then to the administrative late fee provided for herein, then to any costs and attorney fees incurred in collection of same, and then the delinquent assessment.

2. It is proposed to amend Article XVIII, Section 2 to change the initial portion of this provision to read as follows: See Article XVIII, Section 2 of the Declaration for present text of balance of amendment, because unaffected portions of the provision are not being changed.

Additions indicated by underlining.  
Deletions indicated by ~~striking through~~.

ARTICLE XVIII

Transfer of Condominium Parcels

Section 2. Units may not be leased without the prior written approval of the Association. No unit may be leased for a period of less than six (6) months. Any proposed lease shall be submitted to the Board of Directors of the Association, or its agent, ~~on substantially a uniform lease agreement in a form acceptable to the Association on a form supplied by the Association or its agent.~~ The Board shall have ten (10) days within which to review the application and lease and to either approve or disapprove of the proposed lease. (Rest of provision unaffected)

3. It is proposed to amend Article XXIII to add the following language as Section 5. No current language being affected.

ARTICLE XXIII

Compliance and Default

Section 5. Alternative Dispute Resolution. The Board may levy fines in accordance with the provisions of Section 718.303 (3) Florida Statutes as amended from time to time. The Board shall have the authority to adopt reasonable rules with regard to the levying of a fine and the procedures by which fines will be implemented. No fine may exceed \$100.00, nor may any fine be levied except after giving reasonable notice and opportunity for a hearing to the unit owner, if applicable, its licensee or invitee. Notwithstanding the foregoing, each day a violation continues shall be considered a separate violation. No fine may, in the aggregate, exceed \$1,000.00. No fine will become a lien against a unit.

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ADOPTED AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OF  
650 ISLAND WAY, A CONDOMINIUM

Additions indicated by underlining.  
Deletions indicated by ~~striking through~~.

ARTICLE XVII  
Restrictions

Section 2. No unit shall be leased or rented by the respective unit owner thereof for transit or hotel purposes, which are hereby defined as (a) rentals for less than ~~sixty (60) days,~~ six (6) months, or (b) rentals where the occupants of the unit are to be provided services, such as room service for food and beverage, maid service, furnishings of laundry and linens, and other similar services. Other than the foregoing, the owner or owners of the respective units shall have the right to lease same, provided that all such leases are made subject to this Declaration and the Condominium Act, and the lessee has been approved for occupancy in writing by the Board of Directors of the Association, as provided for in Article XVIII hereof, which approval shall not be unreasonably withheld.

ARTICLE XVIII  
Transfer of Condominium Parcels

Section 2. Units may not be leased without the prior written approval of the Association. No unit may be leased for a period of less than ~~sixty (60) days,~~ six (6) months. Any proposed lease shall be submitted to the Board of Directors of the Association, or its agent, on substantially a uniform lease agreement in a form acceptable to the Association. The Board of Directors shall adopt reasonable rules regarding the review and approval or disapproval of proposed leases. The Board of Directors may adopt reasonable rules regarding the use of units and the common elements by lessees of units that are more restrictive than the rules that govern the use by unit owners. If a lessee violates any of these rules or any other rules of the Association or any term of the Declaration of Condominium or its exhibits, in addition to any other rights that it may have, the Association has the right to evict the lessee from the unit and, for the purposes thereof, each unit owner, by accepting title to a unit in this condominium, authorizes the Association to act on his behalf as his agent in any action brought to evict a lessee under this paragraph. In the event that the Association evicts any lessee or otherwise takes any action to enforce the rules of the condominium or the Association, then the Board of Directors and the other unit owners shall not be liable to the lessor/owner for any loss or damages arising from or connected therewith.

LEASE  
6 MONTH  
MIN

Rec. Decl.

88256007

OR6856PG1727

*Arden S. DeBlaw*

CLERK OF THE COUNTY COURT  
PINELLAS COUNTY, FLORIDA

OCT 17 1 31 PM '88

DECLARATION OF CONDOMINIUM

OF

650 ISLAND WAY, A CONDOMINIUM

01 RECORDING  
 REC /63.50  
 BS \_\_\_\_\_  
 INT \_\_\_\_\_  
 FEES \_\_\_\_\_  
 RTD \_\_\_\_\_  
 P/C \_\_\_\_\_  
 KEY \_\_\_\_\_  
 TOTAL /63.50 mb

ARTICLE I

Submission Statement

The undersigned hereby submits, in fee simple, property, hereinafter described, to condominium ownership.

ARTICLE II

Name

The name by which this condominium is to be identified is 650 ISLAND WAY, A CONDOMINIUM.

ARTICLE III

Legal Description

Refer to Exhibit "A" attached hereto and incorporated herein by reference.

ARTICLE IV

Easements

Section 1. The undersigned hereby reserves to itself, its lessees, designees, successors or assigns, such additional easements over, under and upon the condominium property hereinabove described as may become necessary for the purpose of the undersigned, its grantees, lessees, successors or assigns, servicing its properties in the vicinity with utility services and drainage, provided that such easements do not interfere with the reasonable use by the condominium owners of the condominium property.

Section 2. If a unit shall encroach upon any common element, or upon any other unit by reason of original construction, or by the nonpurposeful or nonnegligent act of the unit owner, then an easement appurtenant to such encroaching unit, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any common element shall encroach upon any unit by reason of original construction or the nonpurposeful or nonnegligent act of Association, then an easement appurtenant to such common element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

Section 3. There is hereby created a nonexclusive easement for ingress and egress over streets, walks and other rights-of-way serving the units, as part of the common elements which are necessary to provide reasonable access to any public way or right-of-way.

ARTICLE V

Identification of Units

The units of the condominium are identified by number and letter pursuant to and as shown on Exhibit "A" attached hereto and

Hold For: (R. Carlton Ward/ml)

THIS INSTRUMENT PREPARED BY  
RICHARDS, GREY, FITE, SLAUGHTER  
FRATINI & WARD, P.A.  
1125 PARK STREET  
CLEARWATER, FLORIDA 34616

LAW OFFICES OF  
RICHARDS, GREY, FITE  
SLAUGHTER, FRATINI  
& WARD, P.A.  
CLEARWATER, FLORIDA

made a part hereof.

#### ARTICLE VI

##### Survey, Plot Plan and Graphic Description of Improvements

Exhibit "A" attached hereto and made a part hereof, and consisting of 6 pages, contains all information and matters as required by F.S.A. 718.104(4)(e).

#### ARTICLE VII

##### Percentage of Ownership of Common Elements, Common Surplus and Sharing in Common Expenses

The ownership of the common elements and in the common surplus for each unit and the share in the common expenses for each unit may be found in Exhibit "D" attached hereto and incorporated herein.

#### ARTICLE VIII

##### Voting Rights

Each unit owner shall be a member of the Condominium Association and there shall be one vote attributable to each unit. In the event a unit is owned by more than one owner, the total owners of such unit shall collectively be entitled to cast the only vote attributed to such unit. Voting may be by proxy in accordance with the provisions of the Bylaws of the Condominium Association.

#### ARTICLE IX

##### Amendments

Section 1. Except as otherwise provided herein, this Declaration may be amended at any regular or special meeting of unit owners called and noticed in accordance with the Bylaws, by an affirmative vote of seventy-five per cent of the unit owners present and voting.

Section 2. The provision of Section 1 shall not apply to any amendment attempting to change (a) any condominium unit, (b) voting rights, (c) percentages of owning common elements, or (d) any provision contained herein pertaining to termination. In order to change any of the foregoing by amendment or otherwise, it will be necessary to have the approval of two-thirds of the Board of Directors of the Condominium Association, the affirmative vote of the owners of all units affected, and the joinder in the execution of all record owners of liens on all units affected.

Section 3. All amendments shall be recorded as required by law.

Section 4. Notwithstanding anything herein contained to the contrary, no amendment of this Declaration or of the Bylaws which in any way alters, changes, limits, diminishes, or otherwise affects any institutional mortgagee's position, right or equity as mortgagee of any condominium parcel shall be effective without the joinder of said institutional mortgagee.

Section 5. Notwithstanding anything contained hereinabove or elsewhere, the developer reserves the right to amend this Declaration as to matters of survey as contemplated by Article XXIV hereof, and said amendment need be executed only by the developer.

## ARTICLE X

Association

The name of the Association responsible for the operation of this condominium is 650 ISLAND WAY CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "B" and made a part hereof, and may be amended only in the manner provided for in said Articles of Incorporation.

## ARTICLE XI

Bylaws

The Bylaws of this condominium are set forth in Exhibit "C" attached hereto and made a part hereof. The Bylaws may be amended in the same manner as is provided for the amendment of the Articles of Incorporation.

## ARTICLE XII

Assessments

Section 1. Common expenses, including those required under any management contract, shall be assessed against each condominium parcel owner of the Association as provided in paragraph VII hereof. Assessments shall be due as determined by the Board of Directors of the Association. If an assessment is not paid within five (5) days from the date on which the same shall become due and payable, then the Association may charge interest on the unpaid amount at the highest rate allowable by law as an additional assessment against the defaulting owner, and may collect the same as is provided for the collection of assessments herein. All payments on account shall first be applied to interest or late charges and then to the assessment payment due. All assessments, including reasonable attorney's fees and other costs to collect same, shall be secured by a lien against the condominium parcel against which it is made. Such lien shall be effective upon recording in the Public Records of Pinellas County, Florida, a claim of lien stating the description of the parcel, the owner's name, the amount due and date due; and the lien shall continue in effect until paid in full. The lien shall be prior to and superior in dignity to the creation of any homestead status and every purchaser of a condominium parcel hereby consents to the imposition of such lien prior to any homestead status.

Section 2. In the event an institutional mortgagee obtains title to a condominium parcel as the result of foreclosure of a first mortgage thereon, or by voluntary conveyance in lieu of such foreclosure, said mortgagee shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former owner thereof which become due prior to acquisition of title by said mortgagee, unless the share is secured by a claim of lien for assessments that is recorded prior to 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 owners of condominium parcels, including such acquirer, his successors and assigns.

## ARTICLE XIII

Termination

The unit owners may remove the condominium property from the

provisions of the Condominium Act in the manner provided by said Condominium Act, and pursuant to the provisions thereof. The condominium further may be terminated by the affirmative vote of seventy-five per cent of the unit owners, as authorized and provided in Article XIV herein.

#### ARTICLE XIV

##### Insurance

Section 1. The Association, through its Board of Directors, shall purchase an insurance policy insuring the building and improvements erected upon the property, all fixtures and personal property owned in common by the unit owners, against loss or damage by fire and hazards covered by windstorm and extended coverage endorsement; such policy shall be in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier, or by the Directors of the Association in the event the carrier fails or refuses to make such determination. The Board of Directors of the Association shall be deemed to have fulfilled their obligation in the previous sentence if they insure all structural improvements of the condominium upon the real property in at least the amount of eighty per cent of their insurable or replacement value. The Association shall, if the condominium property be placed in a designated flood area as identified by HUD pursuant to Flood Disaster Protection Act of 1973, obtain the maximum flood insurance provided for by said Act, or in an amount equal to the value of the building if the value of the building is less than the maximum permitted by such Act.

Section 2. The policies shall be purchased in the name of the Association for the benefit of the Association, the unit owners, their mortgagees, as their interests may appear; and provisions shall be made for the issuance of mortgagee endorsements to the mortgagees of the respective units. All hazard policies purchased to protect buildings shall provide that the word "building" wherever used in the policy shall include, but not be limited to, fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual units initially installed or replacements thereof, in accordance with the original plans and specifications. However, the word "building" does not include floor coverings, wall coverings or ceiling coverings. With respect to the coverage provided for by this paragraph, the unit owners shall be considered as additional insureds under the policy.

Section 3. In the event of loss, the Association shall use the net insurance proceeds to repair and replace damage to real or personal property covered by the policy, and any excess may be payable to the unit owners, or their mortgagees as their interests may appear. Any reconstruction, repair or replacement shall be in accordance with the final plans and specifications for the original building. If the insurance proceeds are insufficient to cover the loss, the Association shall levy an assessment against the unit owners in accordance with the Declaration to cover any deficiency.

Section 4. In the event the common elements are totally destroyed or damaged, or in the event that said common elements are damaged or destroyed in excess of fifty per cent of their then value, the common elements shall nevertheless be rebuilt as heretofore provided, unless seventy-five per cent of all unit owners shall elect within thirty (30) days not to rebuild, in which event the condominium shall be terminated, and the insurance proceeds shall be disbursed to the unit owners, or their mortgagees as their interests may appear.

Section 5. In addition to the above and foregoing insurance, the Association, through its Board of Directors, shall purchase and keep in effect policies of insurance generally known as public liability policies and/or landowner, landlord and tenant policies insuring the Association and its members, against all claims and demands made by any person or persons, whomsoever for injuries from any single, specific cause, to any one person, and to the extent of not less than \$1,000,000.00 to cover, in connection with any one particular accident or occurrence, the total aggregate of any claims for personal and/or bodily injuries that may arise or be claimed to have arisen against the Association and its members as aforesaid. Said insurance shall also provide for \$100,000.00 property damage.

#### ARTICLE XV

##### Common Elements and Appurtenances

There shall pass with the title to each unit as appurtenances thereto those items that are listed in Section 718.106 of the Florida Statutes. The common elements shall include within its meaning those items listed in Section 718.108 of the Florida Statutes and partition or separation of the common elements shall be governed by Section 718.107 of the Florida Statutes. The aforementioned references to the Florida Statutes shall be as said statutes read at the time of recording this Declaration.

#### ARTICLE XVI

##### Parking

Section 1. The Developer shall establish a parking plan and in connection therewith will allocate and assign one (1) parking space to each of the units in the condominium as a limited common element appurtenant thereto. Those parking spaces designated by the Developer as guest parking spaces shall be used in common by unit owners' guests and invitees, pursuant to reasonable rules and regulations to be adopted from time to time by the Association.

Section 2. The Developer retains the right to add covers to previously uncovered parking spaces at its discretion and to charge for the assignment of those covered parking spaces or to charge for the installation of the covers in the event the parking spaces have already been assigned.

Section 3. As to further parking spaces not allocated as above, the right of the Developer or its assigns is hereby reserved to assign such additional spaces to such of the members of the condominium as it may, from time to time, determine and the Developer shall have the right to charge for the exclusive right to use these additional spaces.

Section 4. All parking assignments made by the Developer shall be noted on the books of the Association and shall be an appurtenance to the unit so designated and a limited common element. The interest of the unit owner in these spaces may be assigned only to another unit owner, the Developer or to a subsequent transferee, and a form for this purpose shall be made available by the Directors of the Association.

Section 5. Upon the Developer having completed the parking plan, the unit owners agree that they will park in their respective allocated spaces. The parking plan need not be recorded in the public records, but the Association shall keep said plan in its records and make the same available to unit owners at reasonable times. The Developer may assign all of its rights under this

Article XVI to the Association.

ARTICLE XVII

Restrictions

All unit owners, in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Articles of Incorporation and the Bylaws of the Association and the Condominium Act, shall be subject to, and agree to abide by, the following restrictive covenants, which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees, to wit:

Section 1. No unit shall be used for any purpose other than for residential purposes except that Developer may use any unit or units, or portion of the common elements, as a selling aid or as a sales office for the sale of units in this condominium or any other condominium of the Developer located in the vicinity.

Section 2. No unit shall be leased or rented by the respective unit owner thereof for transit or hotel purposes, which are hereby defined as (a) rentals for less than sixty (60) days, or (b) rentals where the occupants of the unit are to be provided services, such as room service for food and beverage, maid service, furnishings of laundry and linens, and other similar services. Other than the foregoing, the owner or owners of the respective units shall have the right to lease same, provided that all such leases are made subject to this Declaration and the Condominium Act, and the lessee has been approved for occupancy in writing by the Board of Directors of the Association, as provided for in Article XVIII hereof, which approval shall not be unreasonably withheld.

Pets-

Section 3. No pets shall be permitted without the written consent of the Board of Directors of the Association, which consent may be terminated at any time. The Board of Directors may not approve a pet that weighs more than twenty (20) pounds at maturity. All pets which are approved shall be subject to such reasonable rules and regulations as the Association may from time to time promulgate.

Section 4. No unit owner or owner's agent shall cause any signs or any nature whatsoever to be posted or affixed to any of the common elements, including parking areas, or in his respective unit if such sign may be seen from any portion of the common elements, except for those as may be approved by the Board of Directors of the Association. This restriction specifically includes, but is not limited to, common "For Sale" or "Rental" signs.

Section 5. Unit owners, their families, guests, agents, invitees, lessees or pets shall in no way deface or mar, or make any alteration, repair or replacement, or change, in or to the common elements and, in the event of such an occurrence, such unit owner shall be wholly liable for damages therefor.

Section 6. Unit owners, their guests and invitees agree to use the common recreational areas and facilities only in accordance with the rules and regulations promulgated from time to time by the Directors of the Association for the use thereof.

Section 7. No occupant shall disturb other residents by making noises, or using musical instruments, radios, televisions and amplifiers in a manner that may tend to disturb other occupants.

Section 8. All common areas shall be kept free for their in-

tended use by the unit owners in common, and shall in no event be used as storage areas by the individual unit owners, either on a temporary or permanent basis.

Section 9. All unit owners shall keep and maintain the interior of their respective units in good condition and repair, including air conditioning systems (ducts, vents, etc.) servicing the respective owners' apartments.

Section 10. No clothing, bedding, or other similar items, shall be dried or aired in any outdoor area, nor shall same be dried or aired in any unit where such clothing, bedding, or other similar items may be seen from the common elements.

Section 11. Unit owners may not permit or suffer anything to be done or kept in his unit which will increase the insurance rates of his unit or the common elements, or which will obstruct the rights or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.

Section 12. No unit in this condominium shall be permanently occupied by more than two (2) individuals per bedroom. Visitor occupants shall be permitted for up to three (3) months during any twelve (12) month period or calendar year, whichever is the lesser; provided, that at no time shall any unit be occupied by more than three (3) individuals per bedroom. After the aforementioned three (3) month period, visitors shall be classified as permanent occupants and occupancy shall be limited to two (2) individuals per bedroom.

The above and foregoing restrictive covenants shall only be amended in the manner as provided for the amendment of this Declaration. The Board of Directors of the Association shall have the right to make and amend reasonable rules and regulations, in addition to these restrictions, respecting the use of the property in the condominium.

#### ARTICLE XVIII

##### Transfer of Condominium Parcels

Section 1. Prior to the sale or transfer of a condominium parcel, any unit owner desiring to sell or transfer his condominium parcel shall first submit the name of the proposed purchaser, and the contract of sale, to the Board of Directors for their approval, or disapproval, which shall be given within fifteen (15) days from the date of the submission of the contract of sale. If approved, the approval by the Board shall be in writing and executed in such manner as to entitle it to be recorded in the Public Records of Pinellas County, Florida.

A. If neither approved nor disapproved within fifteen (15) days, the transfer shall be deemed to have been approved by the Board.

B. If the transfer be disapproved, the Association shall have thirty (30) days from the date of disapproval within which to purchase the condominium parcel on the same terms and conditions as contained in the contract of sale. If the Association fails to exercise its option to purchase within said thirty (30) day period, then the unit owner shall be free to sell and convey to the intended purchaser.

Section 2. Units may not be leased without the prior written



approval of the Association. No unit may be leased for a period of less than sixty (60) days. Any proposed lease shall be submitted to the Board of Directors of the Association, or its agent, on substantially a uniform lease agreement in a form acceptable to the Association. The Board of Directors shall adopt reasonable rules regarding the review and approval or disapproval of proposed leases. The Board of Directors may adopt reasonable rules regarding the use of units and the common elements by lessees of units that are more restrictive than the rules that govern the use by unit owners. If a lessee violates any of these rules or any other rules of the Association or any term of the Declaration of Condominium or its Exhibits, in addition to any other rights that it may have, the Association has the right to evict the lessee from the unit and, for the purposes thereof, each unit owner, by accepting title to a unit in this condominium, authorizes the Association to act on his behalf as his agent in any action brought to evict a lessee under this paragraph. In the event that the Association evicts any lessee or otherwise takes any action to enforce the rules of the condominium or the Association, then the Board of Directors and the other unit owners shall not be liable to the lessor/owner for any loss or damages arising from or connected therewith.

Section 3. The above and foregoing provisions of Section 1 shall not be applicable to any transfer made by the undersigned, to any sale or transfer made by an institutional mortgagee acquiring title as a result of the foreclosure of its mortgage lien, or due to a voluntary acceptance of a transfer of title in lieu of such foreclosure, to a purchaser acquiring title in such foreclosure proceedings, or the acceptance of a transfer of title in lieu of such foreclosure or to sales made pursuant to order or decree of a court in connection with the foreclosure of an institutional first mortgagee. For purposes of this Section, as well as all other Sections of this Declaration of Condominium and its exhibits, an institutional mortgagee shall be defined as a bank, (including, without limitation, a mutual savings bank), life insurance company, savings and loan association, or real estate investment trust, pension fund, mortgage company, F.N.M.A., government agency, or other lenders active in the area, including the successors and assigns of any such entity.

Section 4. The Board of Directors of the Association, if they so desire, may require any application for approval of a sale, transfer or lease of a unit to be on a form provided by the Association, and may collect a fee in conjunction with said approval, which shall not be in excess of the expenditures reasonably required for the processing of said approval or disapproval and shall in no event exceed the amount allowed by law.

#### ARTICLE XIX

##### Acquisition of Additional Interest

The Condominium Association may from time to time enter into agreements that acquire possessory or use interest in lands or facilities, whether or not contiguous to the land of the condominium in order to provide for the enjoyment, recreation or other use or benefit of the unit owners. The expenses of these agreements, acquisitions, or undertakings in connection therewith shall be common expenses.

#### ARTICLE XX

##### Covenants Running With the Land

All of the provisions of this Declaration of Condominium, its Exhibits, and the Rules and Regulations, as the same may be amended from time to time, shall be construed to be covenants

running with the land, and every condominium parcel owner or tenant, his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions contained therein.

ARTICLE XXI

Unit Boundaries

Each unit shall include that part of the building containing the unit that lies within the following boundaries:

Section 1. The upper and lower boundaries of a unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

A. Upper Boundary. The horizontal planes of the undecorated finished ceiling.

B. Lower Boundary. The horizontal planes of the undecorated finished floor.

Section 2. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit extended to an intersection with each other and with the upper and lower boundaries.

Section 3. Any balcony or patio appurtenant to a unit shall be considered a limited common element for the exclusive use of the unit owner and shall not be considered part of the unit.

ARTICLE XXII

Maintenance, Alteration and Improvement

Responsibility for the maintenance of the condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

Section 1. Units.

(a) By the Association. The Association shall maintain, repair and replace at the Association's expense:

(1) Except interior surfaces, all portions of a unit contributing to the support of the condominium building, which portions shall include but not be limited to load bearing columns, floors and walls, including all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services (i.e., electric power, cold water and sewer disposal), and all such facilities contained within a unit which service part or parts of the condominium property other than the unit within which contained.

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

(b) By the unit owner. The responsibility of the owner shall be as follows:

(1) Except the portions of the unit to be maintained, repaired and replaced by the Association, the unit owner shall maintain, repair and replace at his expense all other portions of his unit including all windows, screens and glass, doors and carpeting; all kitchen equipment, heating and air conditioning equipment, whether contained inside or outside a unit; hot water heater, together with electrical and plumbing elements associated

thereto, and any other contents of the unit, including all non-supporting walls and partitions. Should any of the aforementioned items not be considered part of the unit as defined in Article XXI of this Declaration, then they are deemed to be limited common elements appurtenant to the unit concerned and shall be maintained, repaired and replaced by the unit owner. Any maintenance, repair work or replacement done by a unit owner to windows, screens, glass or exterior doors pursuant to this paragraph shall conform to the existing design, color and quality of material replaced or repaired.

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the condominium building, including, but not limited to, patios.

(3) To promptly report to the Association any defects or need for repairs if the responsibility for the remedying is that of the Association.

(c) Alteration and improvement. Except as elsewhere reserved to Developer, neither an owner nor the Association shall make any material modifications in the portions of any unit 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 architectural appearance of the condominium building and easement, without first obtaining approval in writing of owners of all units in which such work is to be done, the approval of seventy-five per cent of the record owners of other units, and the approval of the Board of Directors of the Association.

## Section 2. Common elements and limited common elements.

(a) By Association. The maintenance and operation of the common elements and limited common elements shall be the responsibility and the expense of Association, except as provided herein to the contrary in Section 1(b) above.

(b) Alteration and improvement. After the completion of the improvements included in the limited and common elements which are contemplated by this Declaration, there shall be no material alteration or substantial additions to the limited and common elements without prior approval of owners of units representing seventy-five per cent of all the units, except as reserved by the Developer in Article XXIV. Notwithstanding anything to the contrary contained above, if a unit owner desires to enclose a balcony or patio which is a limited common element appurtenant to said unit, then approval of the same need be obtained only from a majority 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 Board of Directors of the Association for its review prior to granting said approval.

## ARTICLE XXIII

### Compliance and Default

Section 1. Each owner shall be governed by and shall comply with the terms of the Declaration of Condominium, its Exhibits and the Regulations adopted pursuant thereof and said documents and regulations as they may be amended from time to time. Failure of owner to comply therewith shall entitle the Association or other unit owners to the relief provided under the Condominium Act, and to other relief legally available.

Section 2. Any owner shall be liable for the expense of any

maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, or by his guests, employees, invitees, licensees or agent, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a unit interest or its appurtenances, or other common elements.

Section 3. In any proceeding arising because of an alleged failure of owner to comply with the terms of the Declaration, its Exhibits or Regulations adopted pursuant thereto, as said documents and regulations may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

Section 4. The failure of the Association or the owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, its Exhibits or the Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

#### ARTICLE XXIV

##### Reservation of Rights to the Developer

Notwithstanding anything to the contrary herein, Developer shall have the right to sell units to its designees without the approval of the Association. Developer shall have the right to transact, on the condominium property, any business necessary to consummate the sale of units in this condominium or any other condominium owned and developed by the Developer in the vicinity, including, but not limited to, the right to maintain models and sales office, have signs, employees in the office, use of the common elements and to show units. Sales office and model furniture 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 own parcels under the same terms and conditions as other owners, save and except for this right to sell as contained in this paragraph and in Article XVIII, Section 3.

Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, so long as the interest of the developer has not been sold. No such change shall increase the number of units nor alter the boundaries of the common elements, except as between units being combined, nor the boundaries of any units in which the interest of the Developer has been sold, without amendment to this Declaration in the manner required herein. If more than one (1) unit is concerned, the Developer shall apportion between the units the share in the common elements which are appurtenant to the units concerned. Any amendment to this Declaration reflecting such alteration of apartment plans or completion of improvements and additions by Developer, as mentioned hereafter, need be signed and acknowledged only by the Developer and need not be approved whether or not elsewhere required.

The Developer, pursuant to Section 718.116(8), Florida Statutes, shall be excused from payment of its share of common expenses and assessments for those units owned by it during the period of time that it guarantees in the first year's budget of the Association that the assessments for common expenses of the Condominium imposed upon the unit owners, other than the Developer, shall not increase over a stated amount for a stated

period of time per unit and obligates itself to pay any amount of common expenses incurred during that period and not reduced by the assessments by the guaranteed level receivable from other unit owners.

The Developer retains the right to complete construction of improvements and additions to the common elements in compliance with its plans and specifications for this development.

Notwithstanding anything else contained in this Declaration to the contrary, this paragraph XXIV may not be amended without the written consent of the Developer as long as it owns units in this condominium.

ARTICLE XXV.

Rights of Mortgagees, Insurers and Guarantors

Section 1. The holder, insurer or guarantor of a first mortgage on a unit shall have the following rights:

(a) Upon request of the Association, identifying the name and address of the holder, insurer or guarantor, and the unit number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

(1) Any condemnation loss or casualty loss which effects a material portion of the development or any unit on which there is a first mortgage held, insured or guaranteed.

(2) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to a first mortgage which remains uncured for a period of sixty (60) days.

(3) Any lapse, cancellation or material modification of an insurance policy or fidelity bond maintained by the Association.

(4) Any proposed action which would require the consent of a specified percentage of the holders, guarantors or insurers of first mortgages.

(b) Right to examine the books and records of the Association during normal business hours.

(c) The right, upon written request, to receive from the Association its most recent annual statement.

Section 2. Unless waived pursuant to Section 718.112(2)(k), Florida Statutes, the Association shall maintain an adequate reserve fund for the maintenance and repair of the common elements, which shall be funded from regular monthly assessments for common expenses.

Section 3. The Association shall purchase and maintain policies of insurance and fidelity bond coverage in accordance with the requirements under Section 803.07P of the FNMA Conventional Home Mortgage Selling Contract Supplement. The Association may cancel, without penalty or costs, any contract or lease made by it before unit owners, other than the Developer, assume control of the Association, upon written notice to the other party.

ARTICLE XXVI.

Boat Slips

Section 1. As part of the condominium development, the per-

manent parking space for boats may be provided as part of the common elements, and these spaces are hereinafter referred to as "Boat Slips."

Section 2. The exclusive use of a Boat Slip may be assigned to unit owners in this condominium by the Developer in the nature of a lease which shall be an appurtenance to the unit, and the Developer reserves the right to charge a one-time fee for the initial assignment for the use of a Boat Slip. All slip assignments shall be noted on the books of the Association and shall be an appurtenance to the unit so assigned. The interest of the unit owner in the Boat Slip may be assigned to another unit owner or to a subsequent transferee of a unit, and a form for this purpose shall be made available by the Board of Directors.

Section 3. The Association shall be able to charge the owner of each unit to which a Boat Slip is assigned a lease fee ("Fee") for the maintenance and operation of the Boat Slip. The Fee shall be in addition to a unit owner's assessment for common element maintenance as provided in Article XII hereof. The amount of the Fee shall be set by the Board of Directors of the Association. The Fee shall not be considered as a common expense of the condominium as a whole collectible from all unit owners, but a special expense of the owners of units to which a Boat Slip is assigned. The Association shall have a lien against each condominium unit to which a Boat Slip is assigned to secure the payment of the Fee. Fees not paid on or before ten (10) days after the date when the same shall become due shall bear interest at the highest rate allowed by law from the date when due until paid. The due date for Fees shall be established by the Board of Directors. All payments shall be applied first to interest and then to the Fee payment due. All Fees, including reasonable attorneys' fees, interest and other costs to collect the same, shall be secured by a lien against the condominium parcel against which it is made. Such lien shall be effective upon recordation in the Public Records of Pinellas County, Florida, a claim of lien stating the description of the parcel, the owner's name, the amount due, and the due date. The lien shall continue in effect until paid in full and shall date back to the date of this Declaration and shall be prior to the creation of any homestead status or any subsequent lien or encumbrance, except that said lien shall be subordinate and inferior to that of any institutional mortgage. The Association may bring an action in its name to foreclose a lien created hereunder in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Fee without waiving any claim of lien. If the unit owner remains in possession of the unit and the claim of lien is foreclosed, the court, in its discretion, may require the unit owner to pay a reasonable rental for the unit and the Boat Slip, and the Association is entitled to the appointment of a receiver to collect the same. The Association has the power to purchase a condominium parcel at the foreclosure sale and to hold, lease, mortgage and convey it.

If an institutional mortgagee obtains title to a condominium unit parcel as the result of foreclosure of a first mortgage thereon or a voluntary conveyance in lieu of such foreclosure, said mortgagee shall not be liable for the share of the Boat Slip Fee pertaining to such condominium parcel chargeable to the former owner thereof which became due prior to acquisition of title by said mortgagee, unless the share is secured by a claim of lien for the Fee that is recorded prior to the recording of a foreclosed mortgage.

Section 4. The Developer reserves the right to construct and install docks, tie poles, catwalks and other facilities related to

the Boat Slips after the recording of this Declaration on the submerged land which is adjacent to the seawall which bounds the south border of the condominium property and, upon completion of construction, to amend this Declaration to include said Boat Slips. The amendment will need to be executed only by the Developer and will not require the joinder or consent of the Association, any unit owner, or any holder of a mortgage on a unit. Upon completion of a Boat Slip, the Developer, as provided in Section 2, shall have the right to charge a Fee for the assignment of the right to use the Boat Slip. If the use of a Boat Slip has not been assigned as an appurtenance to a unit as provided in Section 2, then the Developer retains the right indefinitely to use said Boat Slip or to lease it on a month to month basis to a resident in the condominium. Notwithstanding the provisions of Article XXII, Section 2, upon the Developer having completed the slip assignments, the unit owners agree that they will utilize their respective Boat Slips in accordance with reasonable rules and regulations adopted by the Board of Directors, and unit owners shall not change or amend the Boat Slip assignments, except with the approval of all owners of units affected to which Boat Slips are assigned.

This Declaration for the Creation and Establishment of 650 ISLAND WAY, A CONDOMINIUM, including Exhibits attached hereto, made and entered into and submitted this 13 day of October, 1988.

Witnesses:

Kurt Nozama  
Helma J. Conner

610 ISLAND WAY DEVELOPMENT CORP.,  
a Florida corporation  
By Barry L. Mears (Pres)  
Barry L. Mears  
President

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

I HEREBY CERTIFY that this day in the next above named State and County before me, an officer duly authorized and acting personally appeared BARRY L. MEARS, President of 610 ISLAND WAY DEVELOPMENT CORP., a Florida corporation, to me known to be the person described in and who executed the foregoing Declaration of Condominium and he acknowledged then and there before me that he executed the same as such Partner for the purposes therein expressed; and that the said agreement is the act and deed of said partnership.

WITNESS my hand and official seal this 13 day of Oct, 1988.

Kathy McDaniel  
Notary Public  
My Commission Expires: 10-27-89