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DECLARATION OF CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS:

THAT F & R BUILDERS, INC., a corporation organized and existing under the laws of the State of Florida, having a principal place of business in Dade County, State of Florida, (hereinafter referred to as "Developer"), does hereby establish this Declaration of Condominium as and for the plan of condominium ownership for the lands and improvements herein described.

ARTICLE I

ESTABLISHMENT OF CONDOMINIUM

Developer is the owner of the fee simple title to that certain real property situate, lying and being in the County of Pinellas, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE
A PART HEREOF

which said property is a portion of the property described in Exhibit "B" attached hereto and which said property described in Exhibit "B" shall be hereinafter referred to as "CLEARBROOKE" on which said property as described in Exhibit "A" attached hereto there is being developed an area containing sixteen (16) APARTMENT UNITS and other appurtenant improvements as one phase of a multi-phase project encompassing the balance of said "CLEARBROOKE".

Developer does hereby submit the property described in Exhibit "A" attached hereto and improvements to Condominium Ownership and thereby declares the same to be a condominium to be known and identified as:

CLEARBROOKE TOWNHOUSE CONDOMINIUM, PHASE VIII
(hereinafter referred to as "CONDOMINIUM")

ARTICLE II

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Annexed hereto and expressly made a part hereof as Exhibit "C" consisting of 7 pages, is a survey of the land and graphic description of the plot plan of the improvements constituting the Condominium identifying the APARTMENT UNITS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS, as said terms are hereinafter defined, and their respective locations and approximate dimensions. Each APARTMENT UNIT is identified by specific number on said Exhibit "C" and no APARTMENT UNIT bears the same designation as any other APARTMENT UNIT. Similarly, each area constituting LIMITED COMMON ELEMENTS is identified by specific number on said Exhibit "C" and no area constituting a part of said LIMITED COMMON ELEMENTS bears the same designation as any other area. Exhibit "C" is also recorded as a separate CONDOMINIUM PLAT in Condominium Plat Book 28 on page 101 thru 107 Incl. in the public records of Pinellas County, Florida.

*Return F&R Builders Inc
10100 87th St N.
Leminole Fla 33543*

This Instrument Was Prepared By
VICTOR L. STOSIK, ESQ.
9555 North Kendall Drive
Miami, Florida 33176

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EXHIBIT 2

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ARTICLE III
DEVELOPMENT PLAN

(A) MANAGEMENT OF INTER-RELATED CONDOMINIUMS:
Condominium consists of sixteen (16) APARTMENT UNITS, (herein referred to as "APARTMENT UNITS"). The property comprising the CONDOMINIUM together with the improvements thereon which have been and will be constructed by the Developer is one of several parcels of land which Developer plans to develop and improve as CONDOMINIUMS, all of said lands which Developer plans to develop and improve as Condominiums are described herein in Exhibit "B" to this Declaration and which collectively are hereinbefore and shall hereinafter be referred to as CLEARBROOKE. Developer plans to develop all of said Condominiums under a common plan. Each parcel submitted to Condominium ownership pursuant to the common plan shall constitute a separate Condominium property, but all of the Condominiums within CLEARBROOKE shall be operated and governed by the same Association, hereinafter designated and herein referred to as the ASSOCIATION. All of the Condominiums developed under the common plan may be referred to collectively as CLEARBROOKE CONDOMINIUMS. All owners within all Condominiums of CLEARBROOKE shall have the right to use and enjoy all of the COMMON ELEMENTS appurtenant to any and all Condominiums within CLEARBROOKE including but not limited to driveways, walkways, recreation buildings and recreation areas, swimming pool and surrounding facilities, notwithstanding that any said recreation building, recreation area, swimming pool and surrounding facilities may be located in another condominium area in said CLEARBROOKE.

(B) CLEARBROOKE DRIVE MAINTENANCE COST, ETC. Each APARTMENT UNIT and each owner thereof shall be charged with his proportionate share of the cost and expense in connection with the maintenance of the roadway, paving, green areas, shrubbery, lighting, sewage lift station, sewage collection system, storm drainage system, water lines and appurtenances and the guardhouse, if any, located within the easement for private access way known as CLEARBROOKE DRIVE (CLEARBROOKE DRIVE extends South from County Road #118 and is initially described as Parcel II in Exhibit "A" attached hereto and shall hereafter include any extension of said easement for private access way that may be submitted to Condominium ownership at the time or times of the creation of another Condominium or other Condominiums within CLEARBROOKE); security service that may from time to time be employed by the ASSOCIATION and the pumps and other equipment, if any, utilized in connection with the irrigation system.

Developer contemplates development of other Condominiums in CLEARBROOKE which other Condominiums shall include for purpose of access an easement for private access way over said CLEARBROOKE DRIVE described as Parcel II in Exhibit "A" attached hereto and as the said CLEARBROOKE DRIVE may be extended from time to time as hereinbefore mentioned. Developer's present plans are to construct a total of ninety-six (96) APARTMENT UNITS or eighty (80) APARTMENT UNITS in addition to the sixteen (16) APARTMENT UNITS in this CONDOMINIUM. Each APARTMENT UNITS' proportionate share of cost and expenses in connection with said CLEARBROOKE DRIVE shall be computed by multiplying each Owner's percentage of COMMON EXPENSE as herein provided by a fractional part of said cost and expenses in connection with said CLEARBROOKE DRIVE as it may exist at any given time from time to time in the development of CLEARBROOKE. Said fraction shall be arrived at by using the number of APARTMENT UNITS in this Condominium as a numerator and initially the figure 96 as the denominator. The denominator of said fraction which initially shall be 96, shall be subject to increase or decrease by Developer from time to time at its option and accordingly the

Developer reserves the right from time to time at its option to increase or decrease the total number of APARTMENT UNITS to be constructed in all of CLEARBROOKE. At any time the Developer increases or decreases the total number of APARTMENT UNITS to be constructed in all Condominiums planned for CLEARBROOKE each of which shall include for purpose of access an easement for private access way over said CLEARBROOKE DRIVE, the denominator of said fraction shall accordingly be changed to reflect the actual number of APARTMENT UNITS determined by Developer to be constructed by Developer. Such determination of the total number of APARTMENT UNITS to be constructed by Developer in all Condominiums in CLEARBROOKE shall be effective and binding on all APARTMENT UNIT owners. Developer shall notify the ASSOCIATION in writing of any change in the total number of APARTMENT UNITS to be constructed in all Condominiums in CLEARBROOKE that shall include for purpose of access an easement for private access way over said CLEARBROOKE DRIVE and any increase or decrease by Developer in the total number of APARTMENT UNITS to be constructed by Developer in all Condominiums in CLEARBROOKE that shall include for purpose of access an easement for private access way over said CLEARBROOKE DRIVE shall become effective for purposes of determining said denominator of said fraction for purposes of computing each APARTMENT UNIT owner's share of said CLEARBROOKE DRIVE MAINTENANCE COST, ETC. on the first day of the first month following the receipt of said notice from the Developer by ASSOCIATION.

(C). RETENTION OF TITLE TO CLEARBROOKE DRIVE BY DEVELOPER OR RESERVATION OF EASEMENT BY DEVELOPER OVER CLEARBROOKE DRIVE.

Developer in submitting the lands described in Exhibit "A" to condominium ownership has included a non-exclusive mutual easement for ingress, egress, access, utilities, use and maintenance over said CLEARBROOKE DRIVE as more particularly described in said Exhibit "A". Developer plans, as the development of CLEARBROOKE progresses, to include as part of additional lands that may be submitted to condominium ownership in CLEARBROOKE a non-exclusive mutual easement for ingress, egress, access, utilities, use and maintenance over CLEARBROOKE DRIVE as described in Exhibit "A" and as said CLEARBROOKE DRIVE may be extended South from time to time to also serve other Condominiums in CLEARBROOKE. At the time Developer creates the last Condominium to be created in CLEARBROOKE, whether all of the Condominiums created in CLEARBROOKE includes all of the lands described as CLEARBROOKE or not, (Developer may elect at any time not to develop all of CLEARBROOKE described in Exhibit "B" attached hereto into Condominiums and may develop only a portion of CLEARBROOKE into Condominiums), Developer may include in said last Condominium to be created the fee simple title to CLEARBROOKE DRIVE to the extent that said CLEARBROOKE DRIVE may be extended South at that time. However, in the event Developer elects to include fee simple title to said CLEARBROOKE DRIVE in said last Condominium to be created in CLEARBROOKE, the Developer, at the said time of conveying or submitting said fee simple title to condominium ownership may, at its option, reserve unto itself or its nominee or its successors and assigns, an easement for ingress, egress, access, use, enjoyment, maintenance and for power, electric, telephone service, drainage, sewer, water, and other utilities and television transmission facilities over, across, under and through the said CLEARBROOKE DRIVE as it may have been extended South at the time to serve Condominiums created within CLEARBROOKE and further at said time of conveying or submitting said fee simple title to condominium ownership and the reservation of said easement as aforesaid, Developer shall reserve the right to grant and convey from time to time, such easement or easements in favor of other Condominiums that may be created on property located South and East of CLEARBROOKE DRIVE, and/or in favor of the property owners of the property located South and East of CLEARBROOKE DRIVE, which said

property Developer may develop as hereinafter provided, and the use of CLEARBROOKE DRIVE through CLEARBROOKE by Developer as a result of the retention by Developer of title or as a result of the reservation of an easement by Developer all as aforesaid and the granting and conveying of the easement or easements by Developer to others over CLEARBROOKE DRIVE through CLEARBROOKE and the resulting use by others of CLEARBROOKE DRIVE through CLEARBROOKE shall be conditioned as hereinafter provided.

Developer has an interest in lands lying South, East, adjacent and contiguous to CLEARBROOKE and which lie East of the Florida Power Corporation right-of-way and which extends South to Whitney Road. Said property contains approximately twelve (12) acres and is hereinafter referred to as "South Development". Developer or its successors and assigns may construct on said "South Development" a maximum of ninety-eight (98) residential living units and in the event Developer or its successors or assigns develops said "South Development" Developer may extend said CLEARBROOKE DRIVE South to the North property line of "South Development" if the same is not at the time already so extended in order that Developer or its successors and assigns may have the use of CLEARBROOKE DRIVE through CLEARBROOKE for ingress, egress, access and utilities to County Road #118.

In the event Developer retains title to CLEARBROOKE DRIVE or reserves an easement over a portion or all of CLEARBROOKE DRIVE in CLEARBROOKE, all as hereinbefore provided, in order to have and provide ingress and egress, access and utilities from County Road #118 to "South Development" and if Developer or its successors in interest of "South Development" does develop "South Development" and extends CLEARBROOKE DRIVE South through "South Development" to Whitney Road, then Apartment Unit owners in CLEARBROOKE and Developer or its successors in interest to "South Development" shall each and all have common use of said CLEARBROOKE DRIVE as extended from County Road #118 to Whitney Road and said owners of APARTMENT UNITS in CLEARBROOKE and Developer or its successors in interest of "South Development" shall all share in the common maintenance of CLEARBROOKE DRIVE so extended on a prorata basis and each shall accordingly be assessed for said maintenance.

(D). RETENTION OF TITLE TO RECREATION AREA: Developer, in submitting the lands described in Exhibit "A" to condominium ownership, has included a non-exclusive mutual easement for ingress, egress, access, utilities, use and enjoyment over the recreation area as more particularly described in Exhibit "A". Developer plans, as the development of CLEARBROOKE progresses, to include as a part of additional lands that may be submitted to condominium ownership in CLEARBROOKE a non-exclusive mutual easement for ingress, egress, access, utilities, use and maintenance of said recreation area as described in Exhibit "A". At the time Developer creates the last condominium to be created in CLEARBROOKE, whether all of the condominiums created in CLEARBROOKE includes all of the lands described as CLEARBROOKE or not (Developer may elect at any time not to develop all of CLEARBROOKE described in Exhibit "B" attached hereto into condominiums and may develop only a portion of CLEARBROOKE into condominiums) Developer shall include in said last condominium to be created in CLEARBROOKE fee simple title to the recreation area. Notwithstanding the foregoing provision of this Paragraph Developer or its successors or assigns may include fee simple title to the recreation area in any condominium to be hereafter created in CLEARBROOKE even though it may not be the last Condominium to be created in CLEARBROOKE.

(E). CLEARBROOKE COST. Each APARTMENT UNIT and the owner thereof shall be charged with his proportionate share of those costs and expenses (hereinafter referred to as CLEARBROOKE COST), incurred in connection with CLEARBROOKE such as the maintenance, management and operation of all COMMON ELEMENTS within all Condominiums established in said CLEARBROOKE. Each APARTMENT UNIT'S proportionate share of said cost and expense in connection with said CLEARBROOKE shall be computed by multiplying each Owner's percentage of COMMON EXPENSES as herein provided by a fractional part of said cost and expenses in connection with said CLEARBROOKE. Said fraction shall be arrived at by using the number of APARTMENT UNITS in this Condominium as the numerator and the total number of APARTMENT UNITS in all Condominiums in existence in CLEARBROOKE as the denominator.

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(F) RESERVATION OF DEVELOPER: Inclusion by Developer of the lands as described in Exhibit "B" attached to this Declaration exclusive of the lands described in Exhibit "A" attached hereto as part of a multi-phase project in the Development Plan shall not be deemed to be an obligation on the part of the Developer to submit said lands or any part thereof to Condominium type ownership and the inclusion by Developer in the Development Plan of said lands described in Exhibit "B" attached to this Declaration exclusive of the lands described in Exhibit "A" attached hereto shall in no way constitute an encumbrance, restriction, condition, reservation, limitation or covenant affecting said lands.

(G) ALLOCATION OF COST. The allocation between CLEARBROOKE DRIVE MAINTENANCE COST, ETC. and CLEARBROOKE COST, shall be solely within the discretion of the ASSOCIATION and such determination as may be made by the ASSOCIATION from time to time shall be final and binding upon all concerned parties.

ARTICLE IV

APARTMENT UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

The CONDOMINIUM consists of APARTMENT UNITS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS, as said terms are hereinafter defined:

(A). APARTMENT UNITS, as the term is used herein shall mean and comprise the sixteen (16) separate and numbered APARTMENT UNITS which are designated in Exhibit "C" to this DECLARATION OF CONDOMINIUM, including those areas designated "suncourt" and "garden" excluding, however, all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors and above the undecorated and/or unfinished inner surfaces of the upper top story ceilings of each APARTMENT UNIT and further excluding all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions, for the furnishing of utility services to APARTMENT UNITS and COMMON ELEMENTS.

(B) COMMON ELEMENTS, as the term is used herein, shall mean and comprise all of the real estate, improvements and facilities of the CONDOMINIUM other than the APARTMENT UNITS as same are hereinabove defined. COMMON ELEMENTS shall include easements through APARTMENT UNITS for all conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to APARTMENT UNITS and COMMON ELEMENTS, and easements for support in every portion of an APARTMENT UNIT which contributes to the support of the improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all APARTMENT UNITS.

(C) LIMITED COMMON ELEMENTS, as the term is used herein, shall mean and comprise that portion of the COMMON ELEMENTS consisting of separate and designated areas as specifically identified on Exhibit "C" hereto attached, as to each of which said areas, a right of exclusive use for access and parking purposes is hereby reserved as an appurtenance to a particular APARTMENT UNIT.

ARTICLE V

OWNERSHIP OF APARTMENT UNITS AND APPURTENANT INTEREST IN COMMON PROPERTY

Each APARTMENT UNIT shall be conveyed and treated as an individual property capable of independent use and fee simple ownership, and the owner or owners of each said APARTMENT UNIT shall own, as an appurtenance to the ownership of each said APARTMENT UNIT, an undivided interest in the COMMON ELEMENTS, the undivided interest appurtenant to each said APARTMENT UNIT being that which is hereinafter specifically assigned thereto.

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The percentage of undivided interest in the COMMON ELEMENTS assigned to each APARTMENT UNIT shall not be changed except with the unanimous consent of all the owners of all the APARTMENT UNITS.

ARTICLE VI

RESTRICTIONS AGAINST FURTHER SUBDIVIDING OF APARTMENTS AND SEPARATE CONVEYANCE OF APPURTENANT COMMON PROPERTY, ETC.

No APARTMENT UNIT may be divided or subdivided into a smaller APARTMENT UNIT or smaller APARTMENT UNITS than as shown on Exhibit "C" attached hereto, nor shall any APARTMENT UNIT, or portion thereof, be added to or incorporated into any other APARTMENT UNIT. The undivided interest in the COMMON ELEMENTS declared or to be an appurtenance to each APARTMENT UNIT shall not be conveyed, devised, encumbered or otherwise dealt with separately from said APARTMENT UNIT, and the undivided interest in the COMMON ELEMENTS appurtenant to each APARTMENT UNIT shall be deemed conveyed, devised, encumbered or otherwise included with the APARTMENT UNIT, even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such APARTMENT UNIT. Any conveyance, mortgage or other instrument which purports to affect the conveyance, devise or encumbrance, or which purports to grant any right, interest or lien in, to or upon an APARTMENT UNIT, shall be null, void and of no effect insofar as the same purports to affect any interest in an APARTMENT UNIT and its appurtenant undivided interest in COMMON ELEMENTS, unless the same purports to convey, devise, encumber or otherwise trade or deal with the entire APARTMENT UNIT. Any instrument conveying, devising, encumbering or otherwise dealing with any APARTMENT UNIT which describes said APARTMENT UNIT by the APARTMENT UNIT number assigned thereto in Exhibit "C" without limitation or exception, shall be deemed and construed to affect the entire APARTMENT UNIT and its appurtenant undivided interest in the COMMON ELEMENTS. Nothing herein contained shall be construed as limiting or preventing ownership of any APARTMENT UNIT and its appurtenant undivided interest in the COMMON ELEMENTS by more than one person or entity as tenants in common, joint tenants, or as tenants by the entirety.

ARTICLE VII

CONDOMINIUM

The APARTMENT UNITS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS, shall be and the same are hereby declared to be subject to the restrictions, easements, conditions and covenants prescribed and established herein governing the use of said APARTMENT UNITS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS, and setting forth the obligations and responsibilities incident to ownership of each APARTMENT UNIT and its appurtenant undivided interest in the COMMON ELEMENTS and/or its appurtenant right to use any LIMITED COMMON ELEMENTS, if such be an appurtenance, and said APARTMENT UNITS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS are further declared to be subject to the restrictions, easements, conditions and limitations now of record affecting the land and improvements of the Condominium.

ARTICLE VIII

PERPETUAL NON-EXCLUSIVE EASEMENT IN COMMON ELEMENTS

The COMMON ELEMENTS shall be, and the same is hereby declared to be subject to a perpetual non-exclusive easement which said easement is hereby created, in favor of all of the owners of APARTMENT UNITS in the CONDOMINIUM and in favor of all of the owners of APARTMENT UNITS in all Condominiums created pursuant to and for the purposes provided in, the Development Plan /set.

forth in Article III hereof within said CLEARBROOKE for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes and for the furnishing of the services and facilities for which the same are reasonably intended. Notwithstanding anything above provided in this Article, CLEARBROOKE-TOWNHOUSE CONDOMINIUMS ASSOCIATION, INC., hereinafter identified shall have the right to establish the rules and regulations governing the use and enjoyment of all COMMON ELEMENTS and pursuant to which the Owner or Owners of any APARTMENT UNIT may be entitled to the exclusive use of any area or space or spaces.

ARTICLE IX

EASEMENT FOR UNINTENTIONAL
AND NON-NEGLIGENT ENCROACHMENTS

In the event any APARTMENT UNIT shall encroach upon any COMMON ELEMENT for any reason not caused by the purposeful or negligent act of the APARTMENT UNIT owner or owners, or agents of such owner or owners, then an easement appurtenant to such APARTMENT UNIT shall exist for the continuance of such encroachment onto the COMMON ELEMENTS for so long as such encroachment shall naturally exist; and, in the event that any portion of the COMMON ELEMENTS shall encroach upon any APARTMENT UNIT, then an easement shall exist for the continuance of such encroachment of the COMMON ELEMENTS into any APARTMENT UNIT for so long as such encroachment shall naturally exist.

ARTICLE X

RESTRAINT UPON SEPARATION AND PARTITION
OF COMMON PROPERTY

Recognizing that the proper use of an APARTMENT UNIT by any owner or owners is dependent upon the use and enjoyment of the COMMON ELEMENTS in common with the owners of all other APARTMENT UNITS, and that it is in the interest of all owners of APARTMENT UNITS that the ownership of the COMMON ELEMENTS be retained in common by the owners of APARTMENT UNITS in the CONDOMINIUM, it is declared that the percentage of the undivided interest in the COMMON ELEMENTS appurtenant to each APARTMENT UNIT shall remain undivided and no owner of any APARTMENT UNIT shall bring or have any right to bring any action for partition or division.

ARTICLE XI

PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS
APPURTENANT TO EACH APARTMENT UNIT

The undivided interest in COMMON ELEMENTS appurtenant to each APARTMENT UNIT is set forth in Exhibit "D" attached hereto and by this reference made a part hereof.

Likewise, each APARTMENT UNIT shall have appurtenant thereto the same undivided interest in and to the LIMITED COMMON ELEMENTS, subject, however, to the exclusive right of use of the LIMITED COMMON ELEMENT OR ELEMENTS, which may be assigned as an appurtenance to a particular APARTMENT UNIT.

ARTICLE XII

EASEMENT FOR AIR SPACE

The owner of each APARTMENT UNIT shall have an exclusive easement for the use of the air space occupied by said APARTMENT UNIT as it exists at any particular time and as said APARTMENT 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.

ARTICLE XIII

EASEMENTS AND CROSS-EASEMENTS

Inasmuch as the CONDOMINIUM constitutes one phase of a multi-phase project, there are hereby reserved and created easements in favor of the balance of the property described in Exhibit "B" attached hereto and herein referred to as CLEARBROOKE and the owners of the property therein for ingress and egress which easements may be necessary to provide access over walkways and driveways, power, electric, telephone, sewer, water and other utility services and lighting facilities, irrigation, television transmission facilities, security service and facilities in connection therewith, and the like. Developer, for itself, its nominee and its successors and assigns and the ASSOCIATION herein described reserves the right to impose and grant upon COMMON ELEMENTS henceforth and from time to time such easements and cross-easements in favor of other Condominiums in CLEARBROOKE and others for any of the foregoing purposes which Developer or ASSOCIATION deems to be in the best interest of, and necessary and proper for the CONDOMINIUM.

ARTICLE XIV

ADMINISTRATION OF CONDOMINIUM BY ASSOCIATION

In order to provide for the efficient and effective administration of the CONDOMINIUM by the owners of APARTMENT UNITS and particularly in conjunction with other condominiums within said CLEARBROOKE as has more fully been set forth in Article III above, a non-profit corporation known and designated as CLEARBROOKE TOWNHOUSES CONDOMINIUMS ASSOCIATION, INC., (hereinafter referred to as "ASSOCIATION") has been organized, and said corporation shall administer the operation and management of the CONDOMINIUM and other Condominiums, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this DECLARATION OF CONDOMINIUM, and in accordance with the terms of the Articles of Incorporation of the ASSOCIATION, its By-Laws and the Rules and Regulations promulgated by the ASSOCIATION from time to time. A true copy of said Articles of Incorporation and By-Laws are annexed hereto and expressly made a part hereof as Exhibits "g" and "h" respectively. The owner or owners of each APARTMENT UNIT shall automatically become members of the ASSOCIATION upon his, their, or its acquisition of any ownership interest in title to any APARTMENT UNIT and its appurtenant undivided interest in COMMON ELEMENTS and LIMITED COMMON ELEMENTS, and the membership of each owner or owners shall terminate automatically upon such owner or owners being divested of such ownership interest in the title to such APARTMENT UNIT, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any APARTMENT UNIT shall be entitled, by virtue of such lien, mortgage or other encumbrance, to membership in the ASSOCIATION, or to any of the rights or privileges of such membership. In the administration

of the operation and management of the CONDOMINIUM, the ASSOCIATION shall have and is hereby granted the authority and power to enforce the provisions of this DECLARATION OF CONDOMINIUM, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the APARTMENT UNITS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS, as a Board of Directors of the ASSOCIATION may deem to be in the best interest of the CONDOMINIUM.

ARTICLE XV

RESIDENTIAL USE RESTRICTIONS APPLICABLE TO APARTMENT UNITS

Each APARTMENT UNIT is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and invitees. No owner or owners of any APARTMENT UNIT shall permit use of the same for transient hotel or commercial purposes; provided, however, that so long as the Developer shall retain any interest in the CONDOMINIUM, it may utilize an APARTMENT UNIT or APARTMENT UNITS of its choice from time to time, for a sales office, model, prototype or other usage for the purpose of selling APARTMENT UNITS in said CONDOMINIUM. Still further the Developer may assign his commercial usage right to such other persons or entities as it may choose; provided, however, that when all APARTMENT UNITS in all Condominiums in CLEARBROOKE have been sold, this Developer's right to commercial usage shall immediately cease.

ARTICLE XVI

RESERVATION BY DEVELOPER OF RIGHT OF USE OF RECREATION AREA AND RECREATION BUILDING FOR SALES PURPOSES

Until Developer has closed sales of all of the APARTMENT UNITS in this CONDOMINIUM and all APARTMENT UNITS of all CONDOMINIUMS planned for CLEARBROOKE according to the Development Plan as set forth in Article III hereof, Developer reserves a right to utilize, rent free, a portion or portions of the recreation area and recreation building (said portion or portions to be at the election of the Developer) for a sales office or other usage for the purpose of selling APARTMENT UNITS in this CONDOMINIUM and in any other CONDOMINIUM or CONDOMINIUMS created or to be created in CLEARBROOKE.

ARTICLE XVII

USE OF APARTMENT UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS SUBJECT TO RULES OF ASSOCIATION

The use of COMMON ELEMENTS by the owner or owners of any APARTMENT UNITS and all other parties authorized to use the same, and the use of all APARTMENT UNITS and the LIMITED COMMON ELEMENTS by the owner or owners entitled to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established governing such use, or which may hereafter be prescribed and established by the ASSOCIATION.

ARTICLE XVIII

THE CONDOMINIUM TO BE USED FOR LAWFUL PURPOSES, RESTRICTIONS AGAINST NUISANCE, ETC.

No immoral, improper, offensive or unlawful use shall be made of any APARTMENT UNIT or of the COMMON ELEMENTS, or LIMITED COMMON ELEMENTS, nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the CONDOMINIUM shall be observed. No owner of any APARTMENT

UNIT shall permit or suffer anything to be done or kept in his APARTMENT UNIT, or on the COMMON ELEMENTS or on the LIMITED COMMON ELEMENTS, which will increase the rate of insurance on the CONDOMINIUM, or which will obstruct or interfere with the rights of other owners or occupants of other APARTMENT UNITS, or annoy them by unreasonable noises, nor shall any such owner undertake any use or practice which shall create and constitute a nuisance to any other owner of an APARTMENT UNIT or which interferes with the peaceful possession and proper use of any other APARTMENT UNIT, or the COMMON ELEMENTS, or the LIMITED COMMON ELEMENTS.

ARTICLE XIX

RIGHT OF ENTRY INTO APARTMENT UNIT IN EMERGENCY

In case of any emergency originating in or threatening any APARTMENT UNIT, regardless of whether the owner is present at the time of such emergency, the Board of Directors of ASSOCIATION, or any other person authorized by it, or the area Superintendent or Managing Agent shall have the right to enter such APARTMENT UNIT for the purpose of remedying or abating the cause of such emergency, and such right to entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each APARTMENT UNIT, if required by the ASSOCIATION, shall deposit under the control of the ASSOCIATION, a key to such APARTMENT UNIT.

ARTICLE XX

RIGHT OF ENTRY FOR MAINTENANCE OF COMMON PROPERTY

Whenever it is necessary to enter any APARTMENT UNIT for the purpose of performing any maintenance, alteration or repair to any portion of the COMMON ELEMENTS, or to go upon any LIMITED COMMON ELEMENT for such purpose, the owner of each APARTMENT UNIT shall permit other owners or their representatives, or the duly constituted and authorized Agent of ASSOCIATION, to enter such APARTMENT UNIT, or to go upon the LIMITED COMMON ELEMENTS, constituting an appurtenance to any such APARTMENT UNIT, for such purposes, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

ARTICLE XXI

LIMITATION UPON RIGHT OF OWNERS TO ALTER AND MODIFY APARTMENT UNITS

No owner of an APARTMENT UNIT shall permit there to be any structural modifications or alterations in such APARTMENT UNIT without first obtaining the written consent of ASSOCIATION which consent may be withheld in the event that a majority of the Board of Directors of said Corporation determine in their sole discretion that such structural modifications or alterations would adversely affect or in any manner be detrimental to the CONDOMINIUM in part or in its entirety. If the modification or alteration desired by the owner of any APARTMENT UNIT involves the removal of any permanent interior partition, ASSOCIATION shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition, and so long as the removal thereof would in no manner affect or interfere with the provision of utility services constituting COMMON ELEMENTS located therein. No owner shall cause any balcony to be enclosed except as the same may be now enclosed or cause any improvements or changes to be made to the exterior of the APARTMENT UNIT, including painting

or other decoration, or the installation of electrical wiring, television antenna, machines or air conditioning units, which may protrude through the walls or roof of the CONDOMINIUM, or in any manner change the appearance of any portion of the building not within the walls of said APARTMENT UNIT, without the written consent of the ASSOCIATION being first had and obtained.

ARTICLE XXII

RIGHT OF ASSOCIATION TO ALTER AND IMPROVE PROPERTY AND ASSESSMENT THEREFOR

ASSOCIATION shall have the right to make or cause to be made such alterations or improvements to the COMMON ELEMENTS, provided the making of such alterations and improvements are approved by the Board of Directors of said ASSOCIATION and the cost of such alterations or improvements shall be assessed as common expense to be assessed and collected from all of the owners of APARTMENT UNITS subject to assessments as hereinafter set forth. However, where any alterations and improvements are exclusively or substantially exclusively for the benefit of the owner or owners of an APARTMENT UNIT requesting the same, then the cost of such alterations and improvements shall be assessed against and collected solely from the owner or owners of the APARTMENT UNIT or APARTMENT UNITS exclusively or substantially exclusively benefitted, the assessment to be levied in such proportion as may be determined by the Board of Directors of ASSOCIATION.

ARTICLE XXIII

MAINTENANCE AND REPAIR BY OWNERS

Every owner must keep and maintain his APARTMENT UNIT, its equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within his APARTMENT UNIT, which, if omitted, would affect the CONDOMINIUM in its entirety, or in a part belonging to other owners or would affect other Condominiums subject to the foregoing Plan of Development, being expressly responsible for the damages and liabilities which his failure to do so may engender. Notwithstanding anything contained in this Declaration, the owner of each APARTMENT UNIT shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all windows and screens, screen enclosures, and exterior doors, door frames and hardware, including sliding glass doors and all air conditioning and heating equipment, stoves, refrigerators, fans and other appliances and equipment, including pipes, wiring, ducts, fixtures and/or their connections required to provide water, light, power, air conditioning and heating, telephone, sewerage and sanitary service to his APARTMENT UNIT, and which may now or hereafter be situated in his APARTMENT UNIT. Such owner shall further be responsible and liable for maintenance, repair and replacement of all non-supporting walls and partitions, and any and all wall, ceilings and floor exterior surfaces, painting, decorating and furnishing, and all other accessories which such owner may desire to place or maintain in his APARTMENT UNIT. Owner shall be responsible for pest and termite control to the extent, and with a company or companies approved by the ASSOCIATION. Whenever the maintenance, repair and replacement of any items for which the owner of an APARTMENT UNIT is obligated to maintain, repair or replace at his own expense, is occasioned by any loss or damage which may be covered by any insurance maintained in force by the ASSOCIATION, the proceeds of the insurance received by the ASSOCIATION, or the Insurance Trust hereinafter designated, shall be used for the purpose of making such maintenance, repair or replacement,

except that the owner of such APARTMENT UNIT shall be, in such instance, required to pay such portion of the cost of such maintenance, repair and replacement as shall, by reason of the applicability of any deductability provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement. Any areas designated "garden" or "suncourt" constituting a portion of an APARTMENT UNIT must be maintained by the owner and kept in a neat, trim condition; however, said maintenance shall not include maintaining the interior surfaces of all perimeter walls and fences, whether masonry or wood, which is the responsibility of the ASSOCIATION with certain exceptions as set forth in Article XXIV hereof. It is expressly understood that there are appurtenant to APARTMENT UNITS air conditioning equipment with the air handler being located in the attic of the condominium building and the compressor located in the utility room with lines running through COMMON ELEMENTS. An easement is expressly reserved in favor of each such APARTMENT UNIT for the purpose of maintenance, repair or replacement of the said air conditioning equipment for the respective owners as is required hereinabove.

ARTICLE XXIV

MAINTENANCE AND REPAIR OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS BY ASSOCIATION

ASSOCIATION, at its expense, shall be responsible for the maintenance, repair and replacement of all of the COMMON ELEMENTS and LIMITED COMMON ELEMENTS, except as expressly provided above; more particularly in ARTICLE XXIV hereof; the ASSOCIATION shall maintain, repair and replace all portions of an APARTMENT UNIT contributing to the support of the apartment building, which portion shall include but not be limited to the outside walls of the apartment building, its exterior boundary walls, unfinished floors and ceilings and concrete slab, and load bearing walls including all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portion of the apartment building maintained by the ASSOCIATION; and all such facilities contained within an APARTMENT UNIT which services other parts of the Condominium property other than the APARTMENT UNIT within which contained. ASSOCIATION, at its expense, shall also be responsible for the maintenance of all interior surfaces of all perimeter walls and fences, whether masonry or wood, of all areas designated "garden" and "suncourt", provided, however, in the event any APARTMENT UNIT owner, after obtaining consent of the ASSOCIATION, enclosed any "suncourt" by screening or by permanent wood or masonry construction, ASSOCIATION'S responsibility for the maintenance of all interior surfaces of all perimeter walls for fences, whether of masonry or wood, of any area designated "suncourt" shall cease and the owner of such APARTMENT UNIT shall be responsible for the maintenance of any such area under such circumstances as a part of his APARTMENT UNIT.

Should any incidental damage be caused to any APARTMENT UNIT by virtue of any work which may be done or caused to be done by ASSOCIATION in the maintenance, repair or replacement of any COMMON ELEMENTS, the ASSOCIATION shall, at its expense, repair such incidental damage.

ARTICLE XXV

MAINTENANCE AND REPAIR OF DRAINAGE DITCH AND EASEMENT AND LIABILITY OF ASSOCIATION IN CONNECTION THEREWITH

There exists an easement granted by the Dioceses of St. Petersburg to Pinellas County, a political subdivision, along and adjacent to the East boundary of the property herein described as "CLEARBROOKE".

There also exists an easement granted by Developer to Pinellas County, a political subdivision, over the East ten feet of the property herein described as "CLEARBROOKE", both said easements were granted for the purpose of a drainage ditch to facilitate the drainage of the property herein described as "CLEARBROOKE". Said easement from the Dioceses of St. Petersburg to Pinellas County, a political subdivision, was granted only on the condition that the ASSOCIATION maintain said ditch and the berms and areas on each side thereof within said easement and further that the ASSOCIATION assume any and all liability in connection with the existence, use and maintenance thereof. Therefore, ASSOCIATION, at its expense, shall be responsible for the maintenance and repair of the said drainage ditch and the adjacent areas and berms within said easements and further said ASSOCIATION shall save and hold harmless the Dioceses of St. Petersburg from any and all liability and damages that may be incurred by the Dioceses of St. Petersburg resulting from the existence, use and maintenance of said drainage ditch and said easement.

ARTICLE XXVI

PERSONAL LIABILITY AND RISK OF LOSS OF OWNER OF APARTMENT UNIT AND SEPARATE INSURANCE COVERAGE, ETC.

The owner of each APARTMENT UNIT may, at his own expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects and other personal property belonging to such owner, and may, at his own expense and option, obtain insurance coverages against personal liability for injury to the person or property of another while within such owner's APARTMENT UNIT, or upon the COMMON ELEMENTS, or LIMITED COMMON ELEMENTS. All such insurance obtained by the owner of each APARTMENT UNIT shall, wherever such provision shall be available, provide that the insurer waives its right of subrogation as to any claims against other owners of APARTMENT UNITS, ASSOCIATION, and the respective servants, agents and guests of said other owners and ASSOCIATION. Risk of loss or damage to any furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings and personal property constituting a portion of the COMMON ELEMENTS) belonging to or carried on the person of the owner of each APARTMENT UNIT, or which may be stored in any APARTMENT UNIT, or in, to or upon COMMON ELEMENTS or LIMITED COMMON ELEMENTS shall be borne by the owner of each such APARTMENT UNIT. All furniture, furnishings and personal property constituting a portion of the COMMON ELEMENTS and held for the joint use and benefit of all owners of all APARTMENT UNITS shall be covered by such insurance as shall be maintained in force and effect by ASSOCIATION as hereinafter provided. The owner of an APARTMENT UNIT shall have no personal liability for any damage caused by the ASSOCIATION or in connection with the use of the COMMON ELEMENTS or LIMITED COMMON ELEMENTS. The owner of an APARTMENT UNIT shall be liable for injuries or damages resulting from an accident in his own APARTMENT UNIT to the same extent and degree that the owner of a house shall be liable for an accident occurring within the house.

ARTICLE XXVII

INSURANCE COVERAGE TO BE MAINTAINED BY ASSOCIATION; INSURANCE TRUSTEE, APPOINTMENT AND DUTIES; USE AND DISTRIBUTION OF INSURANCE PROCEEDS, ETC.

The following insurance coverage shall be maintained in full force and effect by ASSOCIATION covering the CONDOMINIUM, meaning the APARTMENT UNITS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS, and the operation and management thereof, to-wit:

(A) Casualty insurance covering all of the APARTMENT UNITS, COMMON ELEMENTS and LIMITED COMMON ELEMENTS in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier, each coverage to afford protection against (i) loss or damage by fire or other hazards covered by the standard extended coverage or other perils including windstorm endorsement and (ii) such other risks of a smaller or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use to the CONDOMINIUM, including vandalism, malicious mischief and such other insurance coverages as and to the extent available, which may from time to time be deemed by the Board of Directors of the ASSOCIATION to be necessary and proper and in the best interests of the ASSOCIATION and the owners therein;

(B) Public Liability and property damage insurance in such amounts and in such form as shall be required by ASSOCIATION to protect said ASSOCIATION and the owners of all APARTMENT UNITS including such insurance coverages as, and to the extent available, which may from time to time be deemed by the Board of Directors of the ASSOCIATION to be necessary and proper and in the best interests of the ASSOCIATION and the owners therein;

(C) Workmen's Compensation insurance to meet the requirements of law;

(D) Such other insurance coverage, other than title insurance, as the Board of Directors of ASSOCIATION, in its sole discretion, may determine from time to time to be in the best interests of ASSOCIATION and the owners of all of the APARTMENT UNITS.

All liability insurance maintained by ASSOCIATION shall contain cross-liability endorsements to cover liability of all owners of APARTMENT UNITS as a group to each APARTMENT UNIT owner.

All insurance coverage authorized to be purchased shall be purchased by ASSOCIATION for itself and for the benefit of all of the owners of all APARTMENT UNITS. The cost of obtaining the insurance coverage authorized above is declared to be a common expense, as are any other fees and expenses incurred which may be necessary or incidental to carry out the provisions hereof.

All policies of casualty insurance covering the CONDOMINIUM shall provide for the insurance proceeds covering any loss to be payable to the Insurance Trustee named as hereinafter provided, or to its successor, and the insurance proceeds from any casualty loss shall be held for the use and benefit of ASSOCIATION and all owners of all APARTMENT UNITS, and their respective Mortgagees, as their interests may appear, and such insurance proceeds shall be applied or distributed in the manner

herein provided. ASSOCIATION is hereby declared to be and appointed as Authorized Agent for all of the owners of all APARTMENT UNITS for the purpose of negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of casualty insurance, and is granted full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

The company or companies with which casualty insurance may be placed shall be selected by ASSOCIATION, and all parties beneficially interested in such insurance coverage shall be bound by such selection of insurance company or companies made by ASSOCIATION.

ASSOCIATION shall have the right to designate the INSURANCE TRUSTEE, and all parties beneficially interested in such insurance shall be bound thereby.

The Insurance Trustee shall be a banking institution having trust powers and doing business in the State of Florida. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal of any policy or policies of casualty insurance, nor for the sufficiency of coverage, nor for the form or content of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold same in trust for the purposes herein stated, and for the benefit of ASSOCIATION and the owners of all APARTMENT UNITS, and their respective Mortgagees, such insurance proceeds to be disbursed and paid by the Insurance Trustee as hereinafter provided. ASSOCIATION, as a common expense, shall pay a reasonable fee to said Insurance Trustee for its services rendered hereunder, and shall pay such costs and expenses as said Insurance Trustee may incur in the performance of any duties and obligations imposed upon it hereunder. Said Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then for only such money which comes into the possession of said Insurance Trustee. Whenever the Insurance Trustee may be required to make distribution of insurance proceeds to owners of APARTMENT UNITS and their Mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a Certificate of the President and Secretary of ASSOCIATION, executed under oath, and which Certificate will be provided to said Insurance Trustee upon request of said Insurance Trustee made to ASSOCIATION, such Certificate to certify unto said Insurance Trustee the name or names of the owners of each APARTMENT UNIT, the name or names of the Mortgagee or Mortgagees who may hold a mortgage or mortgages encumbering each APARTMENT UNIT, and the respective percentages of any distribution which may be required to be made to the owner or owners of any APARTMENT UNIT or APARTMENT UNITS, and his or their respective Mortgagee or Mortgagees, as their respective interests may appear. Where any insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder or holders of any mortgage or mortgages encumbering an APARTMENT UNIT shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of any mortgage or mortgages, unless such insurance proceeds represents a distribution of the owner or owners of any APARTMENT UNIT or APARTMENT UNITS, and their respective Mortgagees, after such insurance proceeds have been first applied to repair, replace or reconstruction of any loss or damage, or unless such casualty or insurance proceeds are authorized to be distributed to the owner or owners of any APARTMENT UNIT or APARTMENT UNITS and their respective Mortgagee or Mortgagees by reason of loss of or damage to personal property constituting a part of COMMON ELEMENTS and as to which a determination is made not to repair, replace or restore such personal property.

In the event of loss of or damage only to COMMON ELEMENTS, real or personal and/or LIMITED COMMON ELEMENTS, which loss or damage is covered by casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of such COMMON ELEMENTS and/or LIMITED COMMON ELEMENTS, then such excess insurance proceeds shall be paid by the Insurance Trustee to the owners of all of the APARTMENT UNITS and their respective Mortgagees, irrespective of whether there may be exclusive right to use an area constituting a LIMITED COMMON ELEMENT appurtenant to any of such APARTMENT UNITS, the distribution to be separately made to the owner of each APARTMENT UNIT and his respective Mortgagee or Mortgagees as their interests may appear, in such proportion that the share of such insurance proceeds paid to the owner of each APARTMENT UNIT and his said Mortgagee or Mortgagees, if any, shall bear the same ratio to the total excess insurance proceeds as does the undivided interest in COMMON ELEMENTS appurtenant to each APARTMENT UNIT bear to the total undivided interest in COMMON ELEMENTS appurtenant to all APARTMENT UNITS. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for repairs, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be sufficient, then ASSOCIATION shall deposit with the Insurance Trustee a sum which, together with the insurance proceeds received or to be received, will enable said Insurance Trustee to completely pay for the repair, replacement or reconstruction of any loss or damage as the case may be. The moneys to be deposited by ASSOCIATION with the Insurance Trustee, in said latter event may be paid by ASSOCIATION out of its Reserve for Replacement Fund, and if the amount in such Reserve for Replacement Fund is not sufficient, then ASSOCIATION shall levy and collect an assessment against the owners of all APARTMENT UNITS and said APARTMENT UNITS in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction without regard to the existence of any exclusive right to use any area constituting LIMITED COMMON ELEMENTS, which may be appurtenance to said APARTMENT UNITS.

In the event of the loss or damage to COMMON ELEMENTS, LIMITED COMMON ELEMENTS, and any APARTMENT UNIT or APARTMENT UNITS, which loss or damage is covered by the casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be first applied to the repair, replacement or reconstruction, as the case may be, of COMMON ELEMENTS, real or personal, and LIMITED COMMON ELEMENTS, and then any remaining insurance proceeds shall be applied to the repair, replacement or reconstruction of any APARTMENT UNIT or APARTMENT UNITS which may have sustained any loss or damage so covered. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of the COMMON ELEMENTS and LIMITED COMMON ELEMENTS and the APARTMENT UNIT or APARTMENT UNITS, sustaining any loss or damage, then such excess insurance proceeds shall be paid and distributed by the Insurance Trustee to the owners of all APARTMENT UNITS and to their Mortgagee or Mortgagees, as their respective interests may appear, such distribution to be made in the manner and in the proportions as are provided hereinbefore. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then the Board of Directors of ASSOCIATION shall, based upon reliable and detailed estimates obtained by it from competent and qualified parties determine and allocate the cost of repair, replacement or reconstruction between the COMMON

ELEMENTS and LIMITED COMMON ELEMENTS and the APARTMENT UNIT or APARTMENT UNITS sustaining any loss or damage. If the proceeds of said casualty insurance are sufficient to pay for the repair, replacement or reconstruction of any loss or damage to COMMON ELEMENTS and LIMITED COMMON ELEMENTS, but should the same not be sufficient to repair, replace or reconstruct any loss of or damage to any APARTMENT UNIT or APARTMENT UNITS, then ASSOCIATION shall levy and collect an assessment from the owner or owners of the APARTMENT UNIT or APARTMENT UNITS sustaining any loss or damage, and the assessment so collected from the said owner or owners shall be deposited with said Insurance Trustee so that the sum on deposit with said Insurance Trustee shall be sufficient to completely pay for the repair, replacement or reconstruction of all COMMON ELEMENTS, LIMITED COMMON ELEMENTS and APARTMENT UNIT or APARTMENT UNITS. In said latter event, the assessment to be levied and collected from the owner or owners of each APARTMENT UNIT or APARTMENT UNITS sustaining loss or damage shall be apportioned between such owner or owners in such manner that the assessment levied against each owner of an APARTMENT UNIT and his APARTMENT UNIT shall bear the same proportion to the total assessment levied against all of said owners of APARTMENT UNITS sustaining loss or damage as does the cost of repair, replacement or reconstruction of each owner's APARTMENT UNIT bear to the cost applicable to all of said APARTMENT UNITS sustaining loss or damage. If the casualty insurance proceeds payable to the Insurance Trustee in the event of the loss or damage to COMMON ELEMENTS, LIMITED COMMON ELEMENTS and APARTMENT UNIT or APARTMENT UNITS, is not an amount which will pay for the complete repair, replacement or reconstruction of the COMMON ELEMENTS and LIMITED COMMON ELEMENTS, it being recognized that such insurance proceeds are to be first applied to payment for repair, replacement or reconstruction of said COMMON ELEMENTS and LIMITED COMMON ELEMENTS before being applied to the repair, replacement or reconstruction of an APARTMENT UNIT or APARTMENT UNITS, then the cost to repair, replace or reconstruct said COMMON ELEMENTS and LIMITED COMMON ELEMENTS in excess of available casualty insurance proceeds shall be levied and collected as an assessment from all of the owners of all APARTMENT UNITS in the same manner as would such assessment be levied and collected had the loss or damage sustained been solely to COMMON ELEMENTS and the casualty insurance proceeds being not sufficient to cover the cost of repair, replacement or reconstruction of each APARTMENT UNIT or APARTMENT UNITS sustaining loss or damage, then the cost to repair, replace or reconstruct said APARTMENT UNIT or APARTMENT UNITS shall then be levied and collected by assessment of the owner or owners of APARTMENT UNIT or of APARTMENT UNITS sustaining the loss or damage in the same manner as is above provided for the apportionment of such assessment between the owner or owners of an APARTMENT UNIT or APARTMENT UNITS sustaining such loss or damage. In said latter event assessment of the owner or owners of APARTMENT UNIT or APARTMENT UNITS shall be made without regard to the existence of any exclusive right to use an area constituting LIMITED COMMON ELEMENTS which may be an appurtenance to any APARTMENT UNIT.

In the event of loss of or damage to property covered by such casualty insurance, ASSOCIATION shall, within sixty (60) days after any such occurrence obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before such loss or damage, such estimates to contain and include the cost of any professional fees and premiums for such Bond as the Board of Directors of ASSOCIATION may deem to be in the best interests of the membership of said ASSOCIATION. Wherever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of the repair, replacement or reconstruction thereof, the additional moneys required

to completely pay for such repair, replacement or reconstruction of said loss or damage, whether to be paid by all of the owners of the APARTMENT UNITS or only by the owner or owners of any APARTMENT UNIT OR APARTMENT UNITS sustaining loss or damage, or both, shall be deposit with said Insurance Trustee not later than thirty (30) days from the date on which said Insurance Trustee shall receive the moneys payable under the policy or policies of casualty insurance.

In the event of the loss of or damage to personal property belonging to the ASSOCIATION, the insurance proceeds, when received by the Insurance Trustee, shall be paid to ASSOCIATION. In the event of the loss of or damage to personal property constituting a portion of the COMMON ELEMENTS, and should the Board of Directors of ASSOCIATION determine not to replace such personal property as may be lost or damaged, then the insurance proceeds received by the Insurance Trustee shall be paid to all of the owners of all APARTMENT UNITS and their respective Mortgagee or Mortgagees as their respective interests may appear, in the manner and in the proportions hereinbefore provided for the distribution of the excess insurance proceeds.

Notwithstanding anything herein contained, should any claim or the proceeds of any settlement of an insurance claim be less than TEN THOUSAND DOLLARS (\$10,000.00), then such sum need not be deposited with the Insurance Trustee, but rather shall be paid directly to the ASSOCIATION to be distributed in accordance with the terms of this Article.

ARTICLE XXVIII

APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED AND ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE

In the event that any taxing authority having jurisdiction over the CONDOMINIUM shall levy or assess any Tax or Special Assessment against the CONDOMINIUM, as a whole as opposed to levying and assessing such Tax or Special Assessment against each APARTMENT UNIT and its appurtenant undivided interest in COMMON ELEMENTS as now provided by law, then such Tax or Special Assessment so levied shall be paid as a common expense by ASSOCIATION, and any Taxes or Special Assessments which are to be so levied shall be included, wherever possible in the estimated Annual Budget of ASSOCIATION, or shall be separately levied and collected as an assessment by ASSOCIATION against all of the owners of all APARTMENT UNITS and said APARTMENT UNITS if not included in said Annual Budget. The amount of any Tax or Special Assessment paid or to be paid by ASSOCIATION in the event that such Tax or Special Assessment is levied against the CONDOMINIUM as a whole, instead of as against each separate APARTMENT UNIT and its appurtenant undivided interest in COMMON ELEMENTS, shall be apportioned among the owners of all APARTMENT UNITS so that the amount of such Tax or Special Assessment so paid or to be paid by ASSOCIATION and attributable to and to be paid by the owner or owners of each APARTMENT UNIT shall be that portion of such total Tax or Special Assessment which bears the same ratio to said total Tax or Special Assessment as the undivided interest in COMMON ELEMENTS appurtenant to each APARTMENT UNIT bears to the total undivided interest in COMMON ELEMENTS appurtenant to all APARTMENT UNITS. In the event that any Tax or Special Assessment shall be levied against the CONDOMINIUM in its entirety, without apportionment by the taxing authority to the APARTMENT UNITS and appurtenant undivided interest in COMMON ELEMENTS, then the assessment by ASSOCIATION, which shall include the proportionate share of such Tax or Special Assessment attributable to each APARTMENT UNIT and its appurtenant undivided interest in COMMON ELEMENTS, shall

separately specify and identify the amount of such assessment attributable to such Tax or Special Assessment and the amount of such Tax or Special Assessment so designated shall be and constitute a lien prior to all mortgages and encumbrances upon any APARTMENT UNIT and its appurtenant undivided interest in COMMON ELEMENTS, regardless of the date of the attachment and/or recording of such mortgage or encumbrances, to the same extent as though such Tax or Special Assessment had been separately levied by the taxing authority upon each APARTMENT UNIT and its appurtenant undivided interest in COMMON ELEMENTS.

All personal property taxes levied or assessed against personal property owned by ASSOCIATION shall be paid by said ASSOCIATION and shall be included as a common expense in the Annual Budget of ASSOCIATION.

In apportionment of any Tax or Special Assessment in accordance with the provisions of this Article XXVIII, such apportionment shall be made without regard to the existence of any exclusive right to use an area constituting a LIMITED COMMON ELEMENT which may be an appurtenance to any APARTMENT UNIT.

ARTICLE XXIX

ASSOCIATION'S RIGHT OF FIRST REFUSAL WITH RESPECT TO SALE OR LEASE OF CONDOMINIUM UNITS

In order to assure a community of congenial residents and thus protect the value of the APARTMENT UNITS, the sale, leasing or other alienation of APARTMENT UNITS shall be subject to the following provisions:

Until this Declaration is terminated or until the CONDOMINIUM buildings are no longer tenable, whichever first occurs, no APARTMENT UNIT owner may dispose of an APARTMENT UNIT or any interest therein by sale, lease or otherwise, except a transfer by one spouse to another, without approval of the Board of Directors of the ASSOCIATION obtained in the manner herein provided.

(A) With the exception of transfer or ownership of any APARTMENT UNIT by one spouse to another, should the owner of any APARTMENT UNIT be desirous of leasing or selling such APARTMENT UNIT, ASSOCIATION is hereby given and granted the right of first refusal to lease or purchase such APARTMENT UNIT, as the case may be, on the terms and conditions herein stated, and no owner of an APARTMENT UNIT shall lease or sell the same to any party without first giving ASSOCIATION notice in writing of such lease or sale as herein provided, thereby giving ASSOCIATION the opportunity to determine whether it will exercise the right of first refusal to lease or purchase said APARTMENT UNIT on the same terms and conditions as those contained in any bona fide offer which the owner of such APARTMENT UNIT may have received for the lease or purchase of his said APARTMENT UNIT. Whenever the owner of any APARTMENT UNIT has received a bona fide offer to lease or purchase his APARTMENT UNIT (which offer shall have been accompanied by a substantial earnest money deposit hereby defined to be not less than five per cent (5%) of the purchase price as to a sale, and not less than two (2) months rent as to a lease), and is desirous of accepting such bona fide offer, the owner of such APARTMENT UNIT shall notify the Board of Directors of ASSOCIATION in writing by registered or certified mail sent to the offices of said Corporation, or by personal delivery made to the President or Secretary of said ASSOCIATION, of his desire to accept such offer for the lease or purchase of his APARTMENT UNIT, stating the name, address, business occupation or employment, if any, of the offeror, an executed copy of the bona fide offer for said lease or purchase to be enclosed with such notice. Furthermore, to be deemed a valid offer, offeror shall furnish such additional personal and financial information as may be requested by the

ASSOCIATION. If ASSOCIATION is desirous of exercising its option to lease or purchase said APARTMENT UNIT on the same terms and conditions as are contained in said bona fide offer, then ASSOCIATION shall notify the owner of said APARTMENT UNIT desiring to lease or sell the same of the exercise by ASSOCIATION of its election to so lease or purchase said APARTMENT UNIT, such notice to be in writing and posted by registered or certified mail to said owner within twenty-five (25) days from receipt by ASSOCIATION of the owner's notice to said Corporation as hereinabove required, or said notice in writing may be personally delivered to said owner within said twenty-five (25) day period. If ASSOCIATION has elected to lease or purchase such APARTMENT UNIT, then, upon notifying the owner of such APARTMENT UNIT of its election to lease or purchase said APARTMENT UNIT, ASSOCIATION shall execute a lease or contract to purchase, all on the same terms and conditions as those contained in said bona fide offer. When any owner of an APARTMENT UNIT has notified the ASSOCIATION as above provided of his desire to lease or sell his APARTMENT UNIT, such owner shall be free to consummate such sale or lease of his APARTMENT UNIT, unless, within twenty-five (25) days after the owner has delivered his required notice to ASSOCIATION, ASSOCIATION has notified said owner of its intention to exercise its right of first refusal and to lease or purchase such APARTMENT UNIT. However, in said event, the owner of said APARTMENT UNIT shall not lease or sell said APARTMENT UNIT to any party other than the party designated to the Board of Directors of ASSOCIATION in the aforescribed and required notice, nor for any lower rental or purchase price, nor on any more favorable terms and conditions than those originally contained in said bona fide offer presented to ASSOCIATION, without again giving ASSOCIATION the right of first refusal to lease or purchase such APARTMENT UNIT in the manner above provided.

If the Board of Directors of ASSOCIATION shall so elect, it may cause its right of first refusal to lease or purchase any APARTMENT UNIT to be exercised in its name by itself provided said lease or purchase is approved by a majority of the members of ASSOCIATION present at any duly called annual or special meeting of the members at which a quorum is present. Notwithstanding the foregoing, the Board of Directors of ASSOCIATION shall have the right and power to lease or purchase an APARTMENT UNIT for the use and occupancy of a manager of the Condominium.

Notwithstanding anything herein contained, the conveyance of any APARTMENT UNIT pursuant to any such sale shall not be effective, and the title and the right of occupancy of the premises shall not be deemed to have passed to the Grantee, unless and until the ASSOCIATION by written instrument executed with the formalities required for recordation, shall have confirmed its consent to such transfer and its approval of the Grantee; the Grantee shall have assumed in writing the terms and conditions of this Declaration, and the By-Laws and Rules and Regulations of the ASSOCIATION; and the said approval and assumption shall have been recorded among the public records of Pinellas County, Florida.

Notwithstanding the foregoing, no APARTMENT UNIT shall be leased unless the terms and provisions of such lease shall provide that such APARTMENT UNIT may not be sub-leased without the prior written approval of ASSOCIATION being first had and obtained and any lease shall provide that the Lessee shall comply with and abide by all of the restrictions pertaining to the use of APARTMENT UNITS and COMMON ELEMENTS contained in this Declaration of Condominium, and with the Rules and Regulations contained herein or hereinafter established by ASSOCIATION governing the use of such APARTMENT UNITS and COMMON ELEMENTS, and should any Lessee not comply with such covenants, then ASSOCIATION shall be given the right to cancel and terminate such lease, all without any obligation to the owner, and in said respect, the said ASSOCIATION shall be regarded as the owner's agent, fully authorized to take such steps as may be necessary to effect the cancellation and termination of such lease.

(B) Any owner who wishes to make a gift of his APARTMENT UNIT ownership or any interest therein to any person or persons, other than the spouse of the owner, shall give to the ASSOCIATION not less than forty-five (45) days written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The ASSOCIATION shall at all times have the first right and option to purchase such unit ownership or interest therein exercisable for a party or parties approved by the Board of Directors or exercisable by the Board of Directors in the name of the ASSOCIATION, provided said purchase is approved by a majority of the members of ASSOCIATION present at a duly called annual or special meeting of the members of the ASSOCIATION at which a quorum is present, for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within thirty-five (35) days after receipt of said written notice by the ASSOCIATION, the ASSOCIATION and the owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall within ten (10) days after their appointment, appoint the third arbitrator. Within twenty (20) days after the appointment of said arbitrator, the three (3) arbitrators shall determine by the majority vote, the fair market value of the APARTMENT UNIT ownership or interest therein which the owner contemplated conveying by gift, and the three (3) arbitrators shall thereupon give written notice of such determination to the owner and the ASSOCIATION. The ASSOCIATION and owner shall each pay the cost of the arbitrator appointed by each and the cost of the third arbitrator shall be divided equally between the owner and ASSOCIATION. The ASSOCIATION'S option to purchase the APARTMENT UNIT ownership or interest therein shall expire thirty (30) days after the date of receipt by it of such notice.

(C) In the event any APARTMENT UNIT owner dies leaving a Will devising his APARTMENT UNIT or any interest therein to any person or persons other than the surviving spouse of the owner, or dies intestate and at the time of death the heirs at law of the decedent under the laws of intestate succession are other than the surviving spouse of the decedent, the ASSOCIATION shall have an option (to be exercised in the manner hereinafter set forth) to purchase said APARTMENT UNIT ownership or interest therein exercisable for a party or parties approved by the Board of Directors in the name of the ASSOCIATION provided said purchase is approved by a majority of the members of ASSOCIATION present at a duly called annual or special meeting of the members of ASSOCIATION at which a quorum is present, either from the devisee or devisees or distributees thereof, or if a power of sale is conferred by said Will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration. Within forty-five (45) days after the appointment of a personal representative for the estate of the deceased owner, the ASSOCIATION shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to said devisee or devisees or distributees or personal representative as the case may be. Within thirty (30) days thereafter, said devisee or devisees or distributees or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two (2) so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator.

Within thirty (30) days thereafter, the three (3) arbitrators shall determine, by majority vote, the fair market value of the APARTMENT UNIT ownership or interest therein and shall thereupon give written notice of such determination to the ASSOCIATION and said devisee or devisees or distributees or personal representative, as the case may be. The ASSOCIATION'S right to purchase the APARTMENT UNIT or interest therein at the price determined by the three (3) arbitrators shall expire thirty (30) days after the date of receipt by it of such notice from the arbitrators if the personal representatives of the deceased owner is empowered to sell, and shall expire three (3) months after receipt by it of such notice from the arbitrators in the event of the appointment of a personal representative or personal representatives who are not so empowered to sell. The ASSOCIATION shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or distributees or to said personal representative, as the case may be, within the said option periods. Notwithstanding the foregoing provisions hereof, ASSOCIATION may elect not to appoint an appraiser as hereinbefore provided and in the event ASSOCIATION elects not to appoint an appraiser or fails to appoint an appraiser, ASSOCIATION shall thereby be deemed to have waived its option to purchase. Nothing herein contained shall be deemed to restrict the right of the ASSOCIATION or its authorized representative, pursuant to authority given to the ASSOCIATION by the owners as hereinafter provided, to bid at any sale of the APARTMENT UNIT or interest therein of any deceased owner which is held pursuant to an order or direction of the Court having jurisdiction over that portion of deceased owner's estate which contains his APARTMENT UNIT or interest therein.

Should the interest of an APARTMENT UNIT owner or Developer become subject to a mortgage as security in good faith or for value, the holder of such mortgage upon becoming the owner of such interest through foreclosure, judicial sale, or voluntary conveyance in lieu thereof, shall have the unqualified right to sell, lease or otherwise dispose of said interest and the transfer of the fee ownership of said APARTMENT UNIT may be accomplished without the prior approval of the ASSOCIATION, notwithstanding provisions herein to the contrary; but the Seller shall otherwise sell and the Purchaser or Lessee shall take subject to the CONDOMINIUM documents.

ARTICLE XXX

ASSOCIATION TO MAINTAIN REGISTRY OF OWNERS AND MORTGAGEES

The ASSOCIATION shall at all times maintain a Register setting forth names of the owners of all of the APARTMENT UNITS and in the event of the sale or transfer of any APARTMENT UNIT to a third party, the Purchaser or Transferee shall notify ASSOCIATION in writing of his interest in such APARTMENT UNIT together with such recording information as shall be pertinent to identify the instrument by which such Purchaser or Transferee has acquired his interest in any APARTMENT UNIT. Further, the owner of each APARTMENT UNIT shall at all times notify ASSOCIATION of the names of the parties holding any mortgage or mortgages on any APARTMENT UNIT, the amount of such mortgage or mortgages, and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any APARTMENT UNIT may, if he or it so desires, notify ASSOCIATION of the existence of any mortgage or mortgages held by such party on any APARTMENT UNIT, and upon receipt of such notice, ASSOCIATION shall register in its records all pertinent information pertaining to the same.

ARTICLE XXXI

ASSESSMENT: LIABILITY, LIEN AND ENFORCEMENT

The ASSOCIATION is given the authority to administer the operation and management of the CONDOMINIUM, it being recognized that the delegation of such duties to one entity is in the

best interests of the owners of all APARTMENT UNITS. In order to administer properly the operation and management of the project, ASSOCIATION will incur for the mutual benefit of all the owners of APARTMENT UNITS, costs and expenses which will be continuing or non-reoccurring costs, as the case may be. To provide the funds necessary for such proper operation and management, including the exercise of any right of first refusal to purchase or lease, as herein provided, and including the maintenance of areas and functions performed outside the Condominium Property, the ASSOCIATION has heretofore been granted the right to make, levy and collect assessments against the owners of all APARTMENT UNITS and said APARTMENT UNITS. In furtherance of said grant of authority to ASSOCIATION, to make, levy and collect assessments to pay the costs and expenses for the operation and management of the CONDOMINIUM, the following provisions shall be operative and binding upon the owners of all APARTMENT UNITS, to-wit:

A. All assessments for CLEARBROOKE COST and CLEARBROOKE DRIVE MAINTENANCE COSTS, ETC., levied against the owners of APARTMENT UNITS and said APARTMENT UNITS shall be made on the following basis:

1. The assessments made against each APARTMENT UNIT and the owners thereof by the ASSOCIATION for CLEARBROOKE COST for the CONDOMINIUM within CLEARBROOKE shall be determined by multiplying the total assessments levied for said CLEARBROOKE COST by a fraction, the numerator of which shall be the total number of APARTMENT UNITS within this CONDOMINIUM and the denominator of which shall be the total number of APARTMENT UNITS in all CONDOMINIUMS in existence in CLEARBROOKE. The result thereof shall be further multiplied by each APARTMENT UNIT owner's percentage of COMMON EXPENSES as set forth in Exhibit "D" attached hereto, and by this reference made a part hereof.

2. The assessments made against any APARTMENT UNIT and the owners thereof, by the ASSOCIATION for CLEARBROOKE DRIVE MAINTENANCE COST, ETC., as hereinbefore described in the Development Plan for the CONDOMINIUM shall be determined by multiplying the total assessments levied for said CLEARBROOKE DRIVE MAINTENANCE COST, ETC., by a fraction, the numerator of which shall be the total number of APARTMENT UNITS within this CONDOMINIUM and the denominator of which shall be the total number of APARTMENT UNITS in all CONDOMINIUMS planned by Developer that will, for purposes of access, have an easement for private access way over the said CLEARBROOKE DRIVE. Initially the total number of APARTMENT UNITS planned by Developer that will, for purposes of access, have an easement over said CLEARBROOKE DRIVE shall be 96 and accordingly said denominator of said fraction shall initially be 96, however, Developer reserves the right to change said total number of APARTMENT UNITS in all CONDOMINIUMS as set forth in the Development Plan in Article III of this Declaration. The result of said multiplication shall be further multiplied by each APARTMENT UNIT owner's percentage of COMMON EXPENSES as set forth in the preceding paragraph of this Article XXXI.

All of said assessments shall be without, however, in any event, increase or diminution for the existence or lack of existence of any exclusive right to use an area constituting a LIMITED COMMON ELEMENT which may be an appurtenance to an APARTMENT UNIT. Should ASSOCIATION be the owner of any APARTMENT UNIT or APARTMENT UNITS in any CONDOMINIUM, the assessments which would

otherwise be due and payable to ASSOCIATION by the owner of such APARTMENT UNIT or APARTMENT UNITS reduced by the amount of income which may be derived from the leasing of such APARTMENT UNIT or APARTMENT UNITS by ASSOCIATION shall be apportioned and the assessment therefor shall be levied upon the owners of all APARTMENT UNITS in all CONDOMINIUMS within CLEARBROOKE which are not owned by the ASSOCIATION. The said assessments made against each APARTMENT UNIT and the owners thereof shall be made in the same manner as heretofore provided in this Article XXXI for assessments levied for CLEARBROOKE COST and CLEARBROOKE DRIVE MAINTENANCE COST., ETC.

3. "COMMON SURPLUS", meaning all funds and other assets of the ASSOCIATION (including but not limited to assessments, rents, profits and revenues from whatever source whatsoever, over amount of COMMON EXPENSES) shall be owned by the owners of all APARTMENT UNITS in all Condominiums in CLEARBROOKE, and the share of the "COMMON SURPLUS" of each owner or owners of each APARTMENT UNIT shall be computed in the following manner: The total "COMMON SURPLUS" shall be multiplied by a fraction, the numerator of which shall be the total number of APARTMENT UNITS within this CONDOMINIUM and the denominator of which shall be the total number of APARTMENT UNITS in all CONDOMINIUMS in existence in CLEARBROOKE. The result of said multiplication shall be further multiplied by each APARTMENT UNIT owner's percentage of COMMON EXPENSES as set forth in paragraph (A) (1) of Article XXXI of this Declaration, provided, however, that the said "COMMON SURPLUS" shall be held by the ASSOCIATION in the manner, and subject to the terms, provisions and conditions hereof imposing certain limitations and restrictions upon the use and distribution of said "COMMON SURPLUS". Except for distribution of any insurance indemnity herein provided, or termination of the Condominium any distribution of "COMMON SURPLUS" which may be made from time to time shall be made to the then owners of APARTMENT UNITS in accordance with their said computed share in the "COMMON SURPLUS" as declared herein.

B. The assessment levied against the owner of each APARTMENT UNIT and his APARTMENT UNIT shall be payable in annual, quarterly or monthly installments, or in such other installments and at such times as may be determined by the Board of Directors of the ASSOCIATION.

C. The Board of Directors of the ASSOCIATION shall establish an Annual Budget in advance for each fiscal year which shall commence with the calendar year, and such Budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the CONDOMINIUM, or other Condominiums, and of areas and functions performed outside the Condominium property as provided in the Development Plan including a reasonable allowance for contingencies and reserves, such Budget to take into account projected anticipated income which is to be applied in the reduction of the amounts required to be collected as an assessment each year. Upon adoption of such Annual Budget by the Board of Directors of ASSOCIATION, copies of said Budget shall be delivered to each owner of an APARTMENT UNIT and the assessment for said year shall be established based upon such Budget, although the delivery of a copy of said Budget to each owner shall not affect the liability of any owner for such assessment. Should the Board of Directors, at any time determine, in the sole discretion of the Board of Directors, that the assessments levied are or may prove to be insufficient to pay the cost of operation and management of the CONDOMINIUM as aforesaid, or in the event of emergencies, the said Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

D. The Board of Directors of ASSOCIATION, in establishing said Annual Budget for operation, management and maintenance of the project may include therein a sum to be collected for maintenance as a Reserve Fund for replacement of COMMON ELEMENTS and LIMITED COMMON ELEMENTS, which Reserve Fund shall be for the purpose of enabling ASSOCIATION to replace structural elements and mechanical equipment constituting a part of the COMMON ELEMENTS and LIMITED COMMON ELEMENTS, as well as replacement of personal property which may constitute a portion of the COMMON ELEMENTS held for the joint use and benefit of all of the owners of all APARTMENT UNITS. The amounts to be allocated to such Reserve Fund for replacements shall be established by said Board of Directors so as to accrue and maintain at all times a sum reasonably necessary to anticipate the need for replacement of said COMMON ELEMENTS and LIMITED COMMON ELEMENTS. The amount collected and allocated to the Reserve Fund for Replacements from time to time shall be maintained in a separate account by ASSOCIATION, although nothing herein contained shall limit ASSOCIATION from applying any moneys in such Reserve Fund for Replacements to meet other needs or requirements of ASSOCIATION in operating or managing the Project in the event of emergencies, or in the event that the sums collected from the owners of APARTMENT UNITS are insufficient to meet the then fiscal financial requirements of ASSOCIATION, but it shall not be a requirement that these moneys be used for such latter purposes, as a separate assessment may be levied therefor if deemed to be preferable by the Board of Directors of ASSOCIATION in the sole discretion of said Board of Directors.

E. The Board of Directors of ASSOCIATION in establishing an Annual Budget for operation, management and maintenance of the Project, may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by owners of APARTMENT UNITS as a result of emergencies or for other reasons placing financial stress upon the Corporation.

F. All moneys collected by ASSOCIATION shall be treated as a separate property of said ASSOCIATION, and such moneys may be applied by said ASSOCIATION to the payment of any expense of operating and managing the CONDOMINIUM, the other Condominiums and areas and functions under the control of the ASSOCIATION, and to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration of Condominium and the Articles of Incorporation and By-Laws of the ASSOCIATION. Moneys for any assessment paid into ASSOCIATION by any owner of an APARTMENT UNIT may be comingled with moneys paid to ASSOCIATION by other owners of APARTMENT UNITS within the CONDOMINIUM and other Condominiums. Although all funds and other assets of ASSOCIATION, and any increments thereto or profits derived therefrom, or from the leasing or use of COMMON ELEMENTS, shall be held for the benefit of the members of the ASSOCIATION, no member of said Corporation shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his APARTMENT UNIT. When the owner of an APARTMENT UNIT shall cease to be a member of ASSOCIATION by reason of the divestment of his ownership of such APARTMENT UNIT, by whatever means, ASSOCIATION shall not be required to account to such owner for any share of the funds or assets of the ASSOCIATION, or which may have been paid to said ASSOCIATION by such owner, as all moneys which any owner has paid to the ASSOCIATION shall be and constitute an asset of said Corporation which may be used in the operation and management of the CONDOMINIUM.

G. The payment of any assessment or installment thereof due to ASSOCIATION shall be in default of such assessment, or any installment thereof, if not paid into ASSOCIATION on or before the due date for such payment. When in default, the delinquent assessment or delinquent installment thereof due to ASSOCIATION shall bear interest at the rate of Ten per cent (10%) per annum until such delinquent assessment or installment thereof, and all interest due thereon, has been paid in full to ASSOCIATION.

H. The owner or owners of each APARTMENT UNIT shall be personally liable, jointly and severally, as the case may be, to ASSOCIATION for the payment of all assessments, regular or special, which may be levied by ASSOCIATION while such party or parties are owner or owners of an APARTMENT UNIT in the CONDOMINIUM. In the event that any owner or owners are in default in payment of any assessment or installment thereof owed to ASSOCIATION, such owner or owners of any APARTMENT UNIT shall be personally liable, jointly and severally, for interest on such delinquent assessment or installment thereof as above provided, and for all cost of collecting such assessment or installment thereof and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.

I. No owner of an APARTMENT UNIT may exempt himself from liability for any assessment levied against such owner and his APARTMENT UNIT by waiver of the use or enjoyment of any of the COMMON ELEMENTS, or any service or services furnished to same and/or to the APARTMENT UNITS, or by abandonment of the APARTMENT UNIT, or in any other manner.

J. Recognizing that the necessity for providing proper operation and management of the Project entails the continuing payment of costs and expenses therefor, which results in benefit to all of the owners of APARTMENT UNITS, and that the payment of such COMMON EXPENSE represented by the assessments levied and collected by ASSOCIATION is necessary in order to preserve and protect the investment of the owner of each APARTMENT UNIT, ASSOCIATION is hereby granted a lien upon such APARTMENT UNIT and its appurtenant undivided interest in the COMMON ELEMENTS and, if applicable upon an exclusive right to use an area constituting LIMITED COMMON ELEMENTS which may be an appurtenance to any such APARTMENT UNIT, which lien shall secure and does secure the moneys due for all assessments now or hereafter levied against the owner of each APARTMENT UNIT, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to ASSOCIATION, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by ASSOCIATION in enforcing this lien upon said APARTMENT UNIT and its appurtenant undivided interest in the COMMON ELEMENTS and LIMITED COMMON ELEMENTS. The lien granted to ASSOCIATION may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida and in any suit for the foreclosure of said lien, the ASSOCIATION shall be entitled to rental from the owner of any APARTMENT UNIT from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a Receiver for said APARTMENT UNIT, without notice to the owner of such APARTMENT UNIT. The rental required to be paid shall be equal to the rental charged on comparable types of APARTMENT UNITS in Pinellas County, Florida. The lien granted to the ASSOCIATION shall further secure such advances for taxes, and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the ASSOCIATION in order to preserve and protect its lien, and the ASSOCIATION shall further be entitled to interest at the rate of Ten per cent (10%) per annum on any such advances made for such purpose. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any APARTMENT UNIT, or who may be given or acquire a mortgage, lien or other encumbrance thereon is hereby placed on notice of the lien granted to ASSOCIATION, and shall acquire such interest in any APARTMENT UNIT expressly subject to such lien.

K. The lien herein granted unto ASSOCIATION shall be effective from and after the time of recording in the public records of Pinellas County, Florida, a claim of lien stating the description of the APARTMENT UNIT encumbered thereby, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been paid in full. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the ASSOCIATION. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The claim of lien filed by the ASSOCIATION shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording of the ASSOCIATION'S claim of lien, except that the lien of the ASSOCIATION for Tax or Special Assessment advances made by ASSOCIATION where any taxing authority having jurisdiction levies any Tax or Special Assessment against the CONDOMINIUM as an entirety instead of levying the same against each APARTMENT UNIT and its appurtenant undivided interest in the COMMON ELEMENTS shall be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to the ASSOCIATION'S claim of lien therefor, and the ASSOCIATION'S claim of lien for collection of such portion of any Tax or Special Assessment shall specifically designate that the same secures an assessment levied pursuant to Article XXVIII of this Declaration of Condominium.

In the event that any person, firm or corporation shall acquire title to any APARTMENT UNIT and its appurtenant undivided interest in COMMON ELEMENTS by virtue of any foreclosure, judicial sale or by voluntary conveyance in lieu thereof, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for said APARTMENT UNIT and its appurtenant undivided interest in COMMON ELEMENTS subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title, except that such person, firm or corporation shall acquire such title subject to the lien of any assessment by ASSOCIATION representing an apportionment of Taxes or Special Assessment levied by taxing authorities against the CONDOMINIUM in its entirety. In the event of acquisition of title of an APARTMENT UNIT by foreclosure, judicial sale or by voluntary conveyance in lieu thereof, any assessment or assessments as to which the party so acquiring title shall not be liable, shall be absorbed and paid by all owners of all APARTMENT UNITS as a part of the COMMON EXPENSE, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

L. Whenever any APARTMENT UNIT may be leased, sold or mortgaged by the owner thereof, which lease or sale shall be concluded only upon compliance with other provisions of this Declaration of Condominium, ASSOCIATION, upon written request of the owner of such APARTMENT UNIT, shall furnish to the proposed Lessee, Purchaser or Mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to ASSOCIATION by the owner of such APARTMENT UNIT. Such statement shall be executed by any officer of the Corporation and any Lessee, Purchaser or Mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and ASSOCIATION shall be bound by such statement.

M. In the event that an APARTMENT UNIT is to be leased, sold or mortgaged at the time when payment of any assessment against the owner or said APARTMENT UNIT and such APARTMENT UNIT due to ASSOCIATION shall be in default (whether or not a claim of lien has been recorded by the ASSOCIATION), then the rent, proceeds of such purchase or mortgage proceeds, shall be applied by the Lessee, Purchaser or Mortgagee first to payment of any then delinquent assessment or installments thereof due to ASSOCIATION before the payment of any rent, proceeds of purchase or mortgage proceeds to the owner of any APARTMENT UNIT who is responsible for payment of such delinquent assessment.

N. In any voluntary conveyance of an APARTMENT UNIT the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments against the Grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

O. Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by ASSOCIATION which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect the collection of any sum remaining due to it.

P. Notwithstanding anything in this Declaration of Condominium to the contrary, it is declared that so long as the Developer shall own any of the APARTMENT UNITS in the CONDOMINIUM, Developer and the APARTMENT UNITS owned by it shall not be subject to assessment as provided for in this Declaration of Condominium. Annually an amount equal to the total assessment made by the ASSOCIATION against owners of APARTMENT UNITS other than the Developer which amount shall include reserve for replacement, operating reserves, depreciation reserves or expenses and capital expenditures shall first be expended for the operation and maintenance of the Condominium. In the event said total annual assessment made by the ASSOCIATION against owners of APARTMENT UNITS other than the Developer is not sufficient to pay the cost of operation and maintenance of the Condominium then the Developer shall make up and pay the ASSOCIATION the deficiency.

Q. Notwithstanding anything in this Declaration of Condominium to the contrary, it is declared that so long as Developer has not submitted to a condominium plan of ownership each and every Condominium in CLEARBROOKE Developer shall not be subject to assessment as provided for in this Declaration of Condominium, for its prorata share of the CLEARBROOKE DRIVE MAINTENANCE COST, ETC. as described in the Development Plan in Article III of this Declaration of Condominium but instead Developer shall be assessed and pay to the ASSOCIATION in lieu thereof a sum equal to its prorata share of said CLEARBROOKE DRIVE MAINTENANCE COST for each calendar year. Developer's prorata share of said CLEARBROOKE DRIVE MAINTENANCE COST, ETC. shall be computed by multiplying the actual CLEARBROOKE DRIVE MAINTENANCE COST, ETC. for each calendar year by a fraction, the numerator of which shall be determined by deducting the total number of APARTMENT UNITS in all Condominiums in existence in CLEARBROOKE that include for purposes of access an easement for private access way over said CLEARBROOKE DRIVE from the number of APARTMENT UNITS planned by Developer for all Condominiums in CLEARBROOKE that include for the purpose of access an easement for private access way over said CLEARBROOKE DRIVE, which total number initially as set forth in Article III of this Declaration of Condominium is 96, which number or figure is subject to change as set forth in Article III of this Declaration of Condominium. The denominator of said fraction shall initially be 96 as set forth in Article III of this Declaration of Condominium, however, the same is subject to change as set forth in said Article III of this Declaration of Condominium.

Developer's obligation for CLEARBROOKE DRIVE MAINTENANCE COST, ETC. shall be in addition to Developer's obligations as set forth in the preceding paragraph "P" of this Article XXXI.

ARTICLE XXXII

TERMINATION

Notwithstanding anything to the contrary contained in Article XXVII, in the event of fire or other casualty or disaster which shall destroy the APARTMENT UNITS in all Condominiums in CLEARBROOKE as to require more than five-sixths (5/6) of all such buildings to be reconstructed as determined by the Board of Directors of the ASSOCIATION, then this Declaration and the Plan of Condominium Ownership established herein and all Declarations and Plans of Condominium Ownership in said CLEARBROOKE, shall terminate, unless all of the owners of such APARTMENT UNITS agree that the said buildings shall be reconstructed, or unless any policy or policies of casualty insurance which may cover the damage or destruction of said buildings requires the reconstruction thereof as a condition precedent to payment of insurance proceeds under such policy or policies, but notwithstanding the fact that the owners of all APARTMENT UNITS agree to reconstruct said buildings, or if such policy or policies of casualty insurance require the same to be reconstructed, this Declaration of Condominium and Plan of Condominium Ownership established herein shall be terminated if there exists any regulation or order of any governmental authority having jurisdiction of the Project which may then prevent the reconstruction of said Condominium building, although nothing herein contained shall be construed as releasing or in any manner changing any obligation which may be owed to ASSOCIATION for itself and for the benefit of the owners of all APARTMENT UNITS, under any insurance policy or policies then existing. If, as above provided, this Declaration of Condominium and the Plan of Condominium Ownership established herein are to be terminated, then a Certificate of a Resolution of the Board of Directors of ASSOCIATION to said effect and notice of cancellation and termination hereof shall be executed by the President and Secretary of ASSOCIATION in recordable form, and such instrument shall be recorded in the public records of Pinellas County, Florida. Upon termination of the Declaration of Condominium, and the Plan of Condominium Ownership established herein, which termination shall occur simultaneously with the termination of the other Declarations and Plans in CLEARBROOKE, all of the owners of all APARTMENT UNITS in this CONDOMINIUM shall be and become tenants in common as to the ownership of all the real property located in this CONDOMINIUM and which is described in Exhibit "A" attached to this Declaration theretofore subject to said Plan of Condominium Ownership together with any then remaining improvement thereon. The undivided interest in such real property and remaining improvements thereon held by the owner or owners of each APARTMENT UNIT in this CONDOMINIUM shall be the same as as the undivided interest in COMMON ELEMENTS appurtenant to each APARTMENT UNIT as set forth in Article XI of this Declaration of Condominium and the lien of any Mortgage or other encumbrance upon each APARTMENT UNIT shall attach, in the same order of priority, to the percentage of undivided interest of the owner of an APARTMENT UNIT in the property and the then remaining improvements as above provided. Upon termination of this Declaration of Condominium and the Plan of Condominium Ownership established herein, the Insurance Trustee shall distribute any insurance indemnity which may be due under any policy or policies of casualty insurance to the owners of the APARTMENT UNITS and their respective Mortgagees, as their respective interest may appear, such distribution to be made to the owner or owners of each APARTMENT UNIT in accordance with their then undivided interest in the real property and remaining improvements

as hereinbefore provided. Upon termination of the Plan of Condominium Ownership created hereby that portion of the assets of the ASSOCIATION owned by the owner or owners of all APARTMENT UNITS in this CONDOMINIUM shall then be distributed to all of the owner or owners of each APARTMENT UNIT and to his or their Mortgagees as their respective interests may appear. That portion of the assets of the ASSOCIATION owned collectively by all of the owners of APARTMENT UNITS in this CONDOMINIUM shall be determined by multiplying the total assets of the ASSOCIATION by a fraction, the numerator of which shall be the total number of APARTMENT UNITS in this CONDOMINIUM and the denominator of which shall be the total number of APARTMENT UNITS in existence in all Condominiums in CLEARBROOKE. In order to arrive at each APARTMENT UNIT owner's share of said assets the result of said multiplication shall be further multiplied by each APARTMENT UNIT owner's percentage of COMMON EXPENSES as set forth in paragraph "(A) (1)" of Article XXXI of this Declaration.

Except in the event of this Declaration of Condominium and the Plan of Condominium Ownership established being terminated as hereinbefore provided, this Declaration of Condominium and said Plan of Condominium Ownership may only be otherwise terminated by the unanimous consent of all of the owners of all APARTMENT UNITS in all Condominiums in CLEARBROOKE and all of the parties holding Mortgages, liens or other encumbrances against any of said APARTMENT UNITS in which event, the termination of the CONDOMINIUM shall be by such plan as may be then adopted by said owners and parties holding any Mortgages, liens or other encumbrances. Such election to terminate this Declaration of Condominium and the Plan of Condominium Ownership established herein shall be executed in writing by all of the aforesaid parties and such instrument or instruments shall be recorded in the public records of Pinellas County, Florida.

In the event of termination of CONDOMINIUM as above provided any exclusive right to use any area constituting LIMITED COMMON ELEMENTS and which may be an appurtenance to any APARTMENT UNIT shall automatically become a part of the APARTMENT UNIT to which it is appurtenant.

ARTICLE XXXIII

AMENDMENT TO DECLARATION OF CONDOMINIUM

Except for any alteration in the percentage of ownership in the COMMON ELEMENTS appurtenant to each APARTMENT UNIT or alteration of the basis for apportionment of assessments both for CLEARBROOKE COST and CLEARBROOKE DRIVE MAINTENANCE COST, ETC., which may be levied by ASSOCIATION in accordance with the provisions hereof, in which said instances consent of all of the owners of all APARTMENT UNITS and their respective Mortgagees in all Condominiums in CLEARBROOKE as to CLEARBROOKE DRIVE MAINTENANCE COST, ETC., and all of the owners of all APARTMENT UNITS in all Condominiums in CLEARBROOKE and their respective Mortgagees as to CLEARBROOKE COST shall be required, this Declaration of Condominium may be amended in the following manner:

An amendment or amendments to this Declaration of Condominium may be proposed by the Board of Directors of ASSOCIATION acting upon a vote of the majority of the Directors or by the majority of members of ASSOCIATION whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration of Condominium being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of ASSOCIATION, or such other officer of ASSOCIATION in the absence of the President, who shall thereupon call a Special Meeting of the Members of the ASSOCIATION for a date not sooner than twenty (20) days nor later than sixty (60)

days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such Special Meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such Special Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail addressed to the member at his post office address as it appears on the records of the ASSOCIATION, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the ASSOCIATION, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of not less than seventy-five per cent (75%) of the members of the ASSOCIATION in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Declaration of Condominium shall be transcribed and certified by the President and Secretary of ASSOCIATION as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a Deed shall be recorded in the public records of Pinellas County, Florida, within ten (10) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording data identifying the Declaration of Condominium. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record by the officers of ASSOCIATION shall be delivered to all of the owners of all APARTMENT UNITS, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of ASSOCIATION shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of ASSOCIATION at or prior to such meeting. Furthermore, no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by a Mortgagee or which may alter, amend or modify, in any manner whatsoever the rights, powers and privileges granted and reserved herein in favor of any Mortgagees or in favor of the Developer without the consent of all such Mortgagees or the Developer, as the case may be.

ARTICLE XXXIV

REMEDIES IN EVENT OF DEFAULT

The owner or owners of each APARTMENT UNIT shall be governed by and shall comply with the provisions of this Declaration of Condominium, and the Articles of Incorporation and By-Laws of ASSOCIATION, and its Rules and Regulations as any of the same are now constituted or as they may be adopted and/or amended from time to time. A default by the owner or owners of any APARTMENT UNIT shall entitle ASSOCIATION or the owner or owners of other APARTMENT UNIT or APARTMENT UNITS to the following relief:

A. Failure to comply with any of the terms of this Declaration of Condominium or other restrictions and regulations contained in the Articles of Incorporation or By-Laws of ASSOCIATION or its Rules and Regulations, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by ASSOCIATION or, if appropriate, by an aggrieved owner of an APARTMENT UNIT;

B. The owner or owners of each APARTMENT UNIT 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 his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by ASSOCIATION. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an APARTMENT UNIT or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation;

C. In any proceeding arising because of an alleged default by the owner of any APARTMENT UNIT, the ASSOCIATION, if successful, shall be entitled to recover the cost of the proceedings, and such reasonable attorney's fees as may be determined by the Court, but in no event shall the owner of any APARTMENT UNIT be entitled to such attorney's fees;

D. The failure of ASSOCIATION or of the owner of an APARTMENT UNIT to enforce any right, provision, covenant or condition which may be granted by this Declaration of Condominium or any above mentioned documents shall not constitute a waiver of the right of ASSOCIATION or of the owner of an APARTMENT UNIT to enforce such right, provision, covenant or condition in the future;

E. All rights, remedies and privileges granted to ASSOCIATION or the owner or owners of an APARTMENT UNIT pursuant to any terms, provisions, covenants or conditions of this Declaration of Condominium or other above mentioned documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity;

F. The failure of the Developer to enforce any right, privilege, covenant or condition which may be granted to it by this Declaration of Condominium or other above mentioned documents shall not constitute waiver of the right to either of said parties to thereafter enforce such right, provision, covenant or condition in the future. ...

ARTICLE XXXV

USE OR ACQUISITION OF INTEREST IN THE CONDOMINIUM TO RENDER USER OR ACQUIRER SUBJECT TO PROVISIONS OF DECLARATION OF CONDOMINIUM, RULES AND REGULATIONS

All present or future owners, tenants, or any other person who might use the facilities of the CONDOMINIUM in any manner are subject to the provisions of this Declaration of Condominium and all documents appurtenant hereto that are incorporated herewith and the mere acquisition or rental of any APARTMENT UNIT, or the mere acts of occupancy of any APARTMENT UNIT shall signify that the provisions of this Declaration of Condominium and such documents are accepted and ratified in all respects.

ARTICLE XXXVIRIGHT OF DEVELOPER TO SELL OR LEASE APARTMENT
UNITS OWNED BY IT FREE OF RIGHT OF FIRST RE-
FUSAL; RIGHTS OF DEVELOPER RELATIVE TO THE
DIRECTORS OF ASSOCIATION AND INTEREST

So long as Developer shall own any APARTMENT UNIT the said Developer shall have the absolute right to lease, sell, transfer and/or convey any such APARTMENT UNIT to any person, firm or corporation, upon any terms and conditions it shall deem to be in its own best interest, and in connection therewith the right of first refusal herein granted to ASSOCIATION shall not be operative or effective in any manner as to Developer. Until Developer has closed sales of all of the APARTMENT UNITS of the CONDOMINIUM, as well as the sales of all APARTMENT UNITS built or to be built or planned in the balance of CLEARBROOKE; or until December 31, 1979; or until Developer voluntarily elects to terminate its control of the ASSOCIATION, whichever shall first occur, the first Directors of the ASSOCIATION designated in the Articles of Incorporation hereof, shall continue to serve, and in the event of vacancy, the remaining Directors shall fill any vacancy; and if there are no remaining Directors the vacancy shall be filled by the Developer; provided, however, notwithstanding the foregoing, that so long as the Developer shall own or hold title to one or more APARTMENT UNITS, it shall have the continuing right to designate one member of each Board of Directors from each Condominium in CLEARBROOKE in which it shall continue to own one or more APARTMENT UNITS. Whenever Developer shall be entitled to designate and select any person or persons to serve on any Board of Directors of ASSOCIATION the manner in which such person or persons shall be designated shall be as provided in the Articles of Incorporation and/or By-Laws of ASSOCIATION. Developer shall have the right to remove any person or persons selected by it to act and serve on said Board of Directors and to replace such person or persons with another person or persons to act and serve in the place of any Director or Directors so removed for the remainder of the unexpired term of any Director or Directors so removed. Any Director designated and selected by Developer need not be a resident in the CONDOMINIUM.

Any representative of Developer serving on the Board of Directors of ASSOCIATION shall not be required to disqualify himself upon any vote, upon any management contract or other matter as to which the Developer or the said Director may have a pecuniary or other interest. Similarly Developer, as a member of the ASSOCIATION shall not be required to disqualify itself in any vote which may come before the membership of ASSOCIATION upon any Management Contract or other matter between Developer and ASSOCIATION whether said Developer may have a pecuniary or other interest.

ARTICLE XXXVIIRIGHTS OF DEVELOPER ASSIGNABLE

All rights in favor of Developer reserved in this Declaration of Condominium and in the Articles of Incorporation and the By-Laws of the ASSOCIATION are freely assignable in whole or in part by Developer and may be exercised by the nominee of Developer and/or exercised by the successor or successors in interest of Developer.

ARTICLE XXXVIIISEVERABILITY

In the event that any of the terms, provisions or covenants of this Declaration of Condominium are held to be partially or wholly invalid or unenforceable for any reason whatsoever such

holding shall not effect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions and covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

ARTICLE XXXIX

LIBERAL CONSTRUCTION

The provisions of this Declaration of Condominium shall be liberally construed to affect its purpose of creating a uniform Plan of Condominium Ownership.

ARTICLE XL

DECLARATION OF CONDOMINIUM BINDING UPON DEVELOPER, ITS SUCCESSORS AND ASSIGNS AND SUBSEQUENT OWNERS

The restrictions and burdens imposed by the covenants of this Declaration of Condominium are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each APARTMENT UNIT and its appurtenant undivided interest in the COMMON ELEMENTS, and this Declaration of Condominium shall be binding upon Developer, its successors and assigns, and upon all parties who may subsequently become owners of APARTMENT UNITS in the CONDOMINIUM, and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, F & R BUILDERS, INC., has caused these presents to be executed in its name by its Sr. Vice President and its corporate seal to be hereunto affixed, attested by its Assistant Secretary, this 16th day of March, 1978.

Signed, sealed and delivered in the presence of:

Janice J. Carlton
Victor L. Stork

F & R BUILDERS, INC.

BY Irving Holstein Senior Vice President

Attest Kathleen E. Sierra Assistant Secretary

JOINDER BY ASSOCIATION

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CLEARBROOKE TOWNHOUSE CONDOMINIUMS ASSOCIATION, INC., hereby agrees to accept all of the benefits, duties, responsibilities, obligations and burdens imposed on it by the provisions of this document.

IN WITNESS WHEREOF, CLEARBROOKE TOWNHOUSE CONDOMINIUMS ASSOCIATION, INC., has caused this document to be signed in its name by its President and its corporate seal affixed, attested to by its Secretary, the day and year first above written.

Signed, sealed and delivered in the presence of:

Denise Binette
Sandra N. Hester

CLEARBROOKE TOWNHOUSE CONDOMINIUMS ASSOCIATION, INC.

By Richard Wark President

Attest Robert C. Bigham Secretary

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 16th day of March, 1978, by IRVING BOLOTIN and KATHLEEN E. SIERRA, as Senior Vice President and Assistant Secretary, respectively, of F & R BUILDERS, INC., a Florida corporation, on behalf of the corporation.

Vivian L. Strick
NOTARY PUBLIC, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 3 1982
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 30 day of April, 1978, by RICHARD WARK and ROBERT C. BIGHAM, as President and Secretary, respectively, of CLEARBROOKE TOWNHOUSE CONDOMINIUMS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation.

Sandra P. Wharton
NOTARY PUBLIC, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 7 1981
BONDED THRU GENERAL INS. UNDERWRITERS

PARCEL "C"

A non-exclusive easement for ingress and egress, for use and enjoyment and maintenance for power, electric, telephone service, water, sewer and other utility services and lighting facilities, irrigation, television transmission facilities, security service and facilities in connection therewith over, across, under and through the following described property, situate, lying and being in Pinellas County, Florida, described as follows:

Begin at the Northwest corner of the NE 1/4 of the SW 1/4 of Section 29, Township 29 South, Range 16 East, and run thence S. 88°47'44" E. along the East and West centerline of said Section 29 and the centerline of County Road #118, 141.88 feet; thence S. 0°30'39" E. 40.02 feet to a point on the Southerly right-of-way line of said County Road #118 for a point of beginning; thence continue S. 0°30'39" E. 25.01 feet; thence S. 88°47'44" E. 24.02 feet; thence S. 0°30'39" E. 624.06 feet; thence S. 29°29'21" W. 12.84 feet; thence N. 89°29'21" E. 58.43 feet; thence N. 0°30'39" W. 633.62 feet; thence S. 88°47'44" E. 24.02 feet; thence N. 0°30'39" W. 25.01 feet to a point on the Southerly right-of-way line of said County Road #118; thence N. 88°47'44" W. along said Southerly right-of-way line, 100.04 feet to the point of beginning.

PARCEL "D"

A non-exclusive mutual easement for ingress and egress, for use and enjoyment and maintenance, and for power, electric, telephone service, water, sewer and other utility services and lighting facilities, irrigation, television transmission facilities, security service and facilities in connection therewith over, across, under and through the following described property, situate, lying and being in Pinellas County, Florida, described as follows:

Begin at the Northwest corner of the NE 1/4 of the SW 1/4 of Section 29, Township 29 South, Range 16 East and run thence S. 0°12'01" E. 40.01 feet to a point on the Southerly right-of-way line of County Road #118 for a point of beginning; thence continue S. 0°12'01" E. 181.17 feet; thence N. 89°29'21" E. 167.01 feet; thence N. 0°30'39" W. 151.18 feet; thence N. 88°47'44" W. 24.02 feet; thence N. 0°30'39" W. 25.01 feet to a point on the Southerly right-of-way line of County Road #118; thence N. 88°47'44" W. along said Southerly right-of-way line 142.10 feet to P.O.B.

LEGAL DESCRIPTION

PARCEL "N"

Begin at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 29 South, Range 16 East, Pinellas County, Florida; thence S 00°12'01" E, 972.40 feet to the Point of Beginning; thence N 89°29'21" E, 171.08 feet; thence S 00°30'39" E, 126.87 feet; thence S 45°34'03" W, 49.98 feet; thence S 00°30'39" E, 9.96 feet; thence S 89°29'21" W, 136.01 feet; thence N 00°12'01" W, 171.50 feet to the Point of Beginning.

Subject to restrictions, reservations, conditions, limitations and easements of record, and such other easements as may be required. Developer, F & R Builders, Inc., for itself and its nominee and its successors and assigns, reserves an easement or easements as may be necessary or required by developer in its sole discretion, over, across, under and through any of the hereinbefore described real property for ingress and egress, including ingress and egress over driveways and walkways, for use and enjoyment and for power, electric, telephone service, water and other utility services; and lighting facilities, irrigation, television transmission facilities, security service and facilities in connection therewith. All such easements are reserved by developer until all property described in the declaration as Clearbrooke has been submitted to condominium ownership, and developer reserves the right to grant and convey from time to time, such easement or easements and cross-easements over, across, under and through any of the hereinbefore described real property, in favor of other condominiums to be established in Clearbrooke and others, including but not limited to mortgage lenders, when required by mortgage lenders, as the development of Clearbrooke progresses.

EXHIBIT A

LEGAL DESCRIPTIONPARCEL "0"

Begin at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 29 South, Range 16 East, Pinellas County, Florida; thence S 88°47'44" E, along the East and West centerline of said Section 29 and the centerline of County Road 118, 332.97 feet; thence S 00°30'39" E, 875.68 feet for a Point of Beginning; thence continue S 00°30'39" E, 223.60 feet; thence S 89°29'21" W, 115.00 feet; thence N 00°30'39" W, 233.60 feet; thence N 89°29'21" E, 85.00 feet; thence S 00°30'39" E, 10.00 feet; thence N 89°29'21" E, 30.00 feet to the Point of Beginning.

Subject to restrictions, reservations, conditions, limitations and easements of record, and such other easements as may be required. Developer, F & R Builders, Inc., for itself and its nominee and its successors and assigns, reserves an easement or easements as may be necessary or required by developer in its sole discretion, over, across, under and through any of the hereinbefore described real property for ingress and egress, including ingress and egress over driveways and walkways, for use and enjoyment and for power, electric, telephone service, water and other utility services; and lighting facilities, irrigation, television transmission facilities, security service and facilities in connection therewith. All such easements are reserved by developer until all property described in the declaration as Clearbrooke has been submitted to condominium ownership, and developer reserves the right to grant and convey from time to time, such easement or easements and cross-easements over, across, under and through any of the hereinbefore described real property, in favor of other condominiums to be established in Clearbrooke and others, including but not limited to mortgage lenders, when required by mortgage lenders, as the development of Clearbrooke progresses.

EXHIBIT A

EXHIBIT BLEGAL DESCRIPTION OF LANDS DESCRIBED AS
CLEARBROOKE

Begin at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 29-29-16 and run thence S. $88^{\circ}47'44''$ E., 332.97 feet along the East and West centerline of said Section 29 and the centerline of County Road #118; thence S. $0^{\circ}30'39''$ E., 1336.18 feet to the 40 acre line; thence N. $89^{\circ}10'28''$ W. along said 40 acre line, 340.16 feet; thence N. $0^{\circ}12'01''$ W., 1338.23 feet to P.O.B. LESS Northerly 40.0 feet thereof for Road purposes of County Road No.118.

UNOFFICIAL COPY

6820

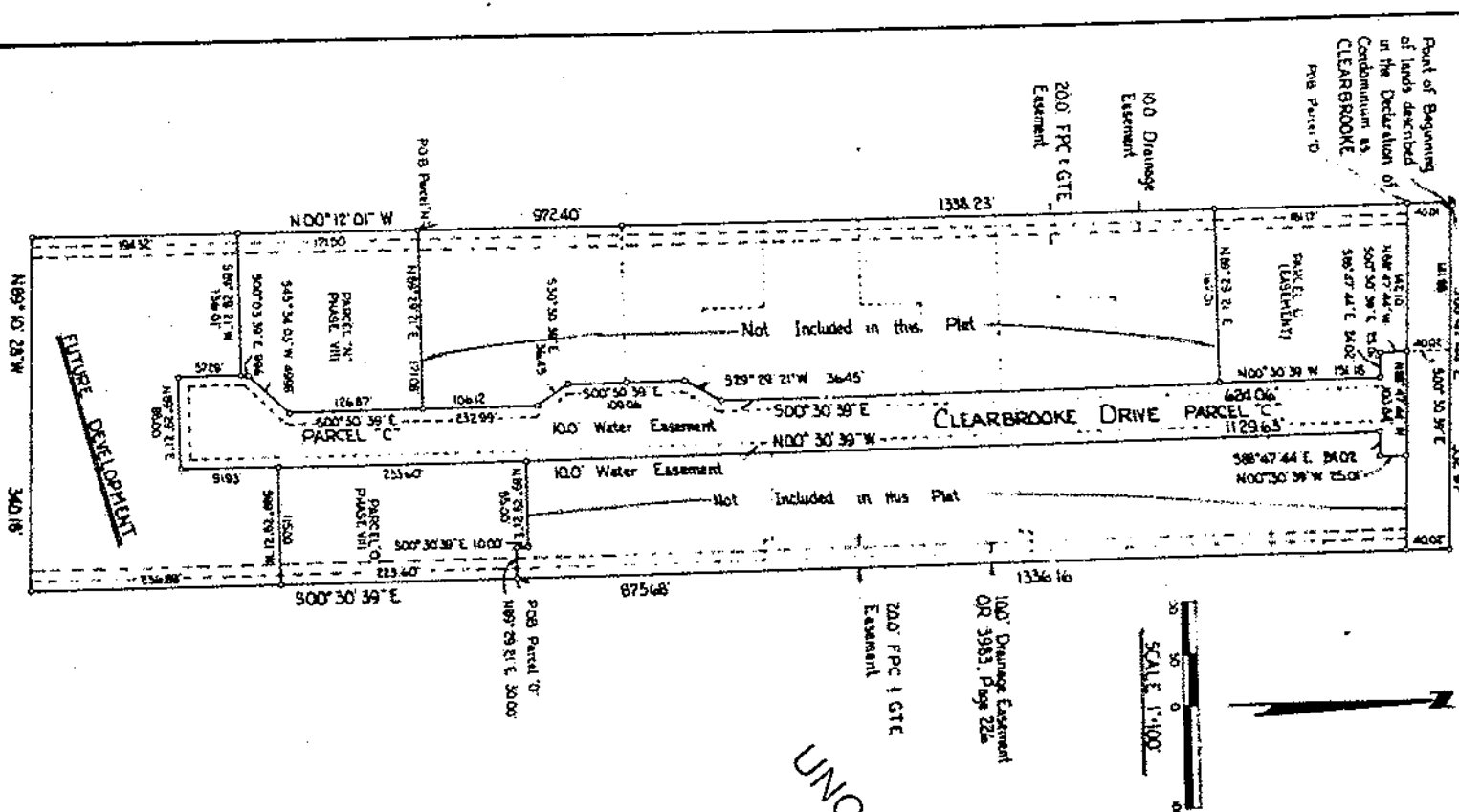
D.R. 4692 PAGE 789

THE ORIGINAL OF THIS INSTRUMENT IS VERY POOR

Northwest Corner of NE 1/4 of SW 1/4 of Section 29-29-16, COUNTY ROAD #118

BEING A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 29 S, RANGE 16 E, PINELLAS COUNTY, FLORIDA.

CLEARBROOKE TOWNHOUSE CONDOMINIUM - PHASE VIII



UNOFFICIAL

DEDICATION:
I, the undersigned, being duly qualified and sworn, do hereby certify that the lands described in the Declaration of Condominium as CLEARBROOKE TOWNHOUSE CONDOMINIUM - PHASE VIII, are being dedicated to the public use of the State of Florida as shown and described on this sheet, and as shown and described on Sheet 1-2, inclusive, hereto to be surveyed, said out and platted as CLEARBROOKE TOWNHOUSE CONDOMINIUM - PHASE VIII.

Signed, sealed and delivered in the presence of me, the undersigned, on this 27th day of February, 1978, before me, a notary public in and for the State of Florida, personally appeared **F. A. R. BUILDERS, INC.**, a corporation organized and existing under the laws of the State of Florida, its President, **William E. Sierra**, Assistant Secretary, **Robert E. Sierra**, and **Robert E. Sierra**, Assistant Secretary, all of whom are duly qualified and sworn, and they acknowledged to me that they executed the foregoing declaration and deed of dedication as their free and voluntary act and deed, and as the act and deed of said corporation, and that they conferred upon them by said corporation and that the seal affixed thereto is true and genuine seal of said corporation and was affixed thereto under the authority of said corporation.

Witness my hand and seal the date aforesaid:
My Commission expires: **July 9, 1978**

Robert E. Sierra
Notary Public for the State of Florida

NOTE:
All the lands shown on this map including Parcels C, D, M, and Q and those portions shown as not included in this plat are referred to in the Declaration of Condominium as CLEARBROOKE.

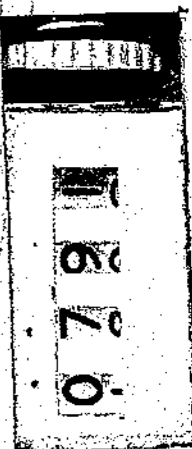
I certify the building dimensions and elevations as shown hereon are prior to actual construction and are approximate dimensions and elevations subject to slight variances which may occur during construction.

Witness my hand and seal this 10 day of April, 1978.

E. Fred Duvel
Florida Engineer's Reg. No. 3896
Florida Surveyor's Reg. No. 827

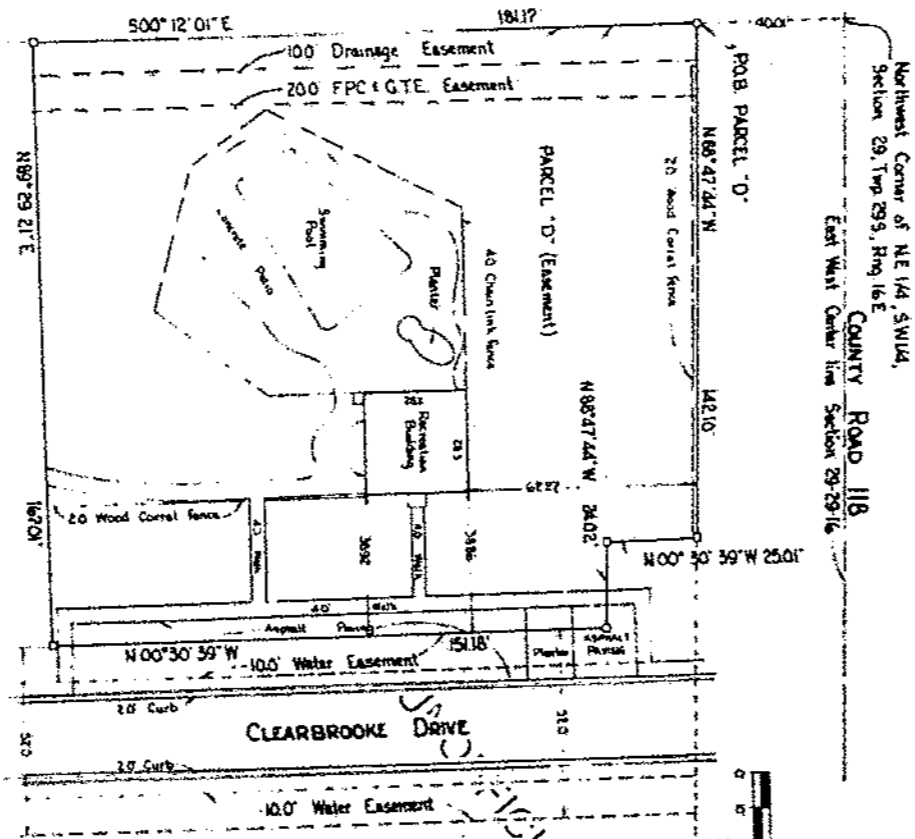
E. Fred Duvel and Associates, Inc.

Sheet 1 of 7



THE ORININAL OF THIS INSTRUMENT IS VERY POOR

CLEARBROOKE TOWNHOUSE CONDOMINIUM - PHASE VIII BEING A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 29 S, RANGE 16 E, PINELLAS COUNTY, FLORIDA.



LEGAL DESCRIPTION PARCEL "D" - EASEMENT

A non-exclusive mutual easement for ingress and egress, for use and enjoyment and maintenance, for power, electric, telephone service, water, sewer and other utility services and lighting facilities in connection therewith over, across, under and through the following described property, situate, lying and being in the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 29, Township 29 South, Range 16 East, Pinellas County, Florida, described as follows:

Begin at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 29 South, Range 16 East, thence S.00°12'01"E. 118.17 feet to a point on the Southern right-of-way line of County Road 118; thence N.89°29'21"E. 167.01 feet; thence N.00°30'39"W. 23.01 feet to 88°47'44"W. 1.4 on the Southern right-of-way line of County Road 118; thence N.88°47'44"W. 1.4 along said Southern right-of-way line, 167.10 feet to the point of beginning.

E. Fred Stovel and Associates, Inc.

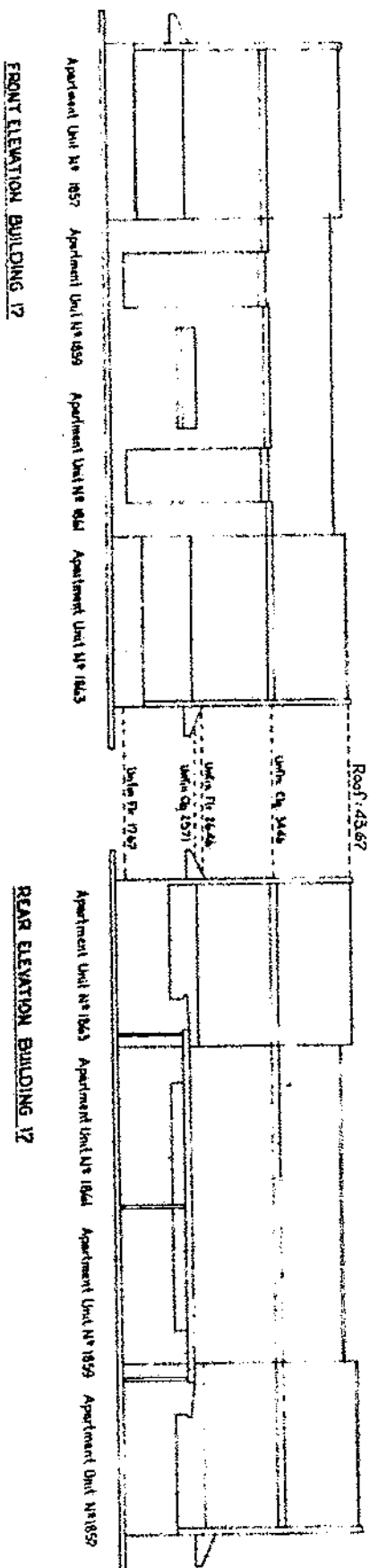
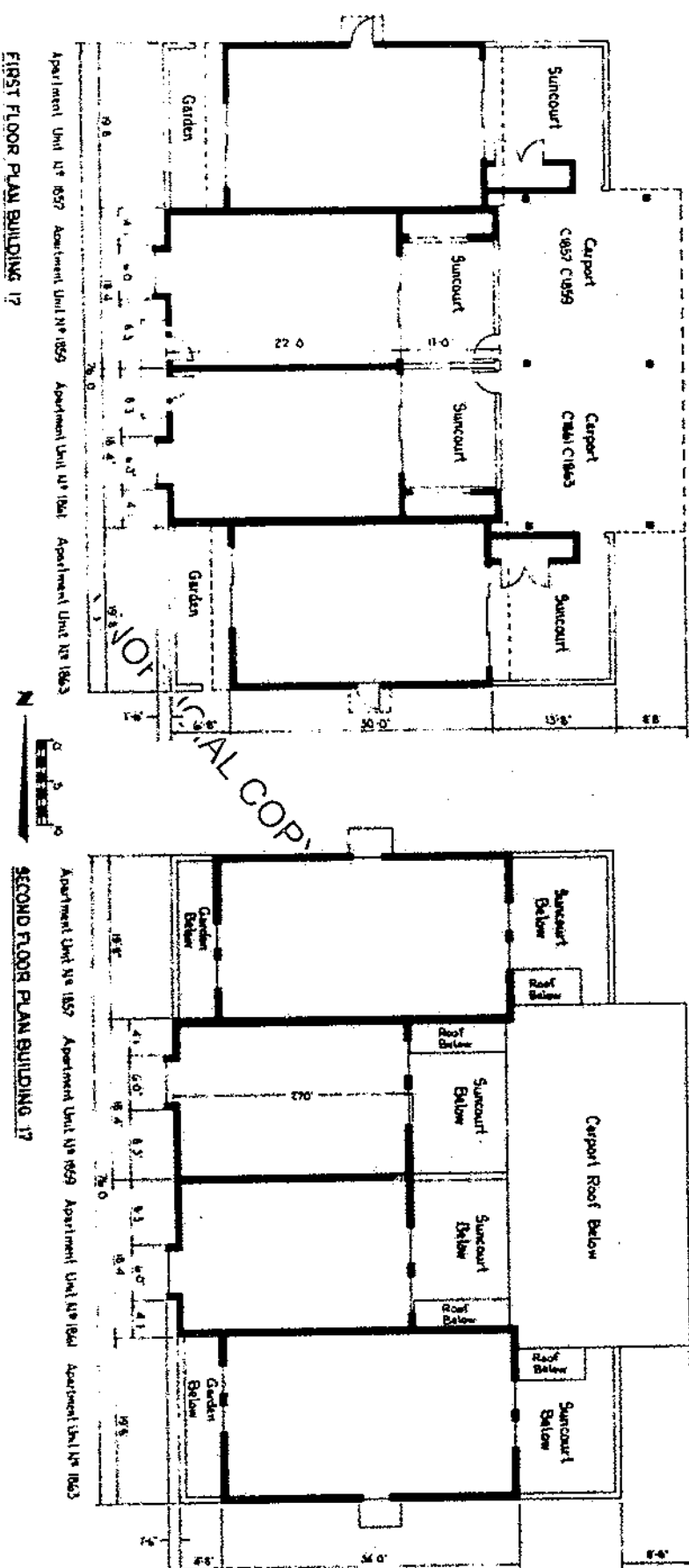
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THE ORIGINAL OF THIS INSTRUMENT IS VERY POOR

D.B. 4692 PAGE 792

CLEARBROOKE TOWNHOUSE CONDOMINIUM - PHASE VIII

BEING A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 29, TOWNSHIP 29 S, RANGE 16 E, PINELLAS COUNTY, FLORIDA.



NOTE: "C" numbers designate carports.
All such designations are limited
common elements and any carport bearing
the same number as any apartment unit
shall be the carport for that apartment
unit.

NOTE: "Suncourt" and "Garden" adjacent and
contiguous to an apartment unit as
shown herein is part of an apartment
unit as set forth in the declaration
of Condominium.

E. Fred David and Associates, Inc.

Sheet 4 of 7

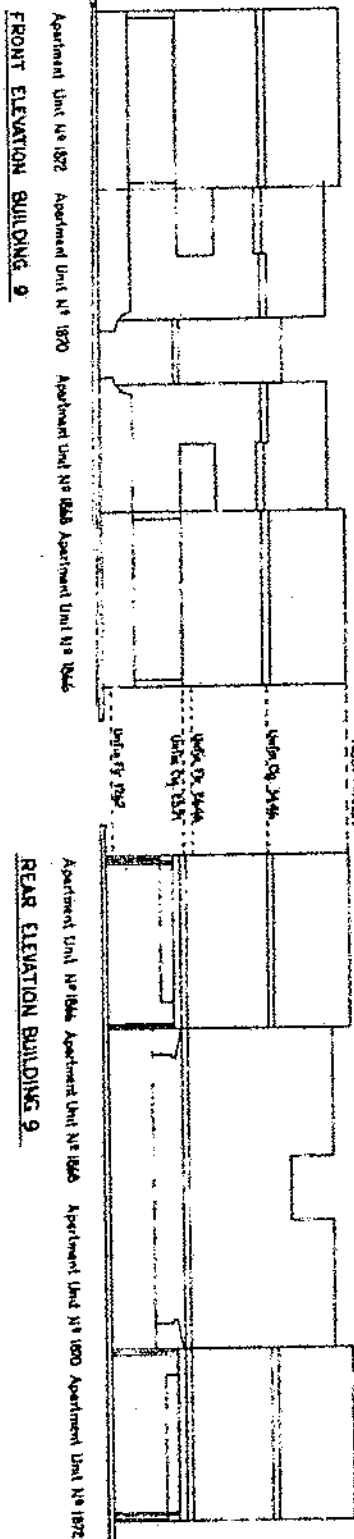
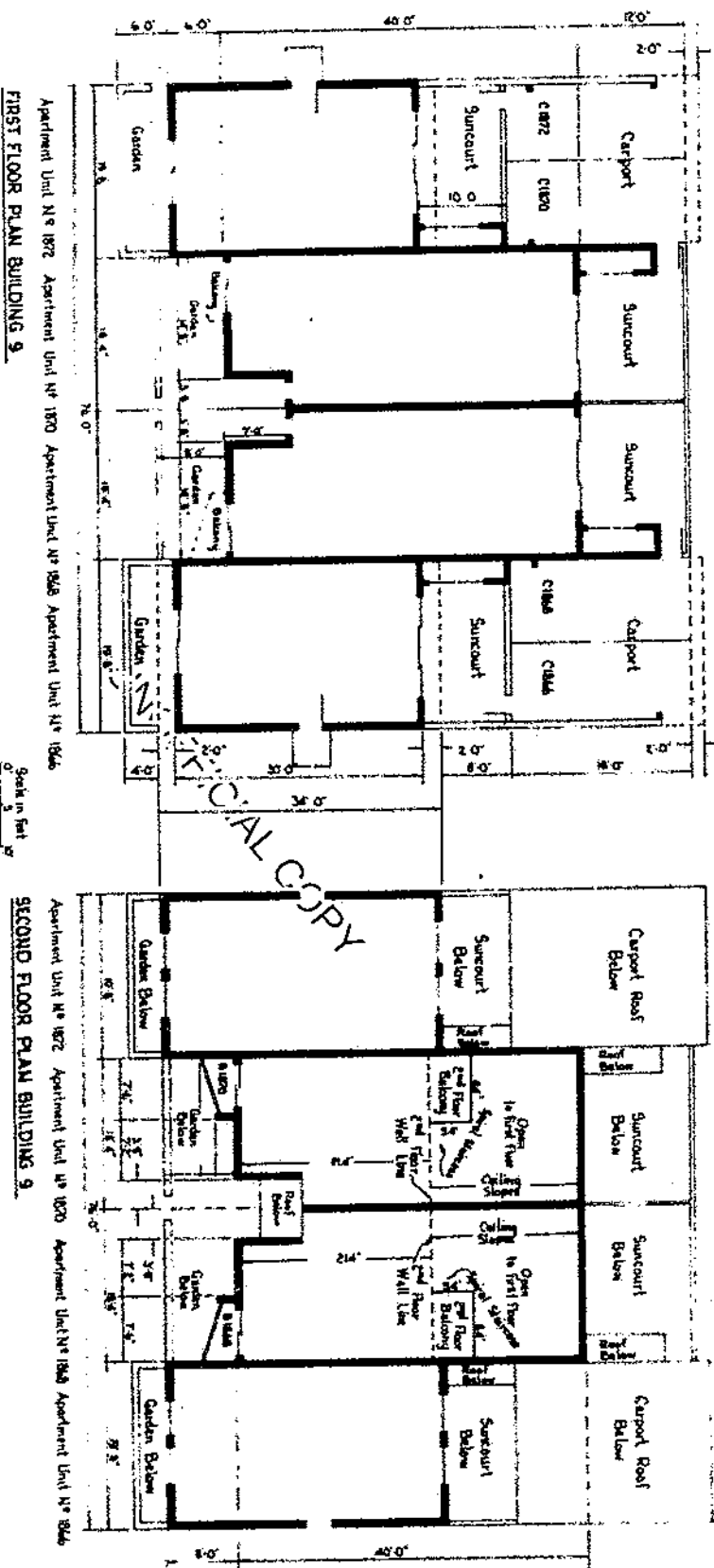
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D.R. 4692 PAGE 794

THE ORIGINAL OF THIS INSTRUMENT IS VERY POOR

CLEARBROOKE TOWNHOUSE CONDOMINIUM - PHASE VIII

BEING A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 29, TOWNSHIP 29 S, RANGE 16 E, PINELLAS COUNTY, FLORIDA.



NOTE: B numbers designate balconies. All such designations are limited to common elements and any balcony bearing the same number as any apartment unit shall be the balcony for that apartment unit.

NOTE: C numbers designate carports. All such designations are limited to common elements and any carport bearing the same number as any apartment unit shall be the carport for that apartment unit.

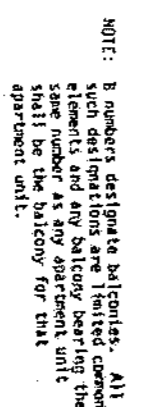
NOTE: "Sunroom" and "Carport" adjacent and contiguous to an apartment unit as shown herein is part of an apartment unit as set forth in the Declaration of Condominium.

E. Fred David and Associates, Inc.

Sheet 6 of 7

541

BEING A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 29S., RANGE 16E., PINELLAS COUNTY, FLORIDA.



Sheet 7 of 7

PERCENTAGE OF UNDIVIDED INTEREST IN
COMMON ELEMENTS APPURTENANT TO EACH
APARTMENT UNIT IN CLEARBROOKE TOWNHOUSE
CONDOMINIUMS, PHASE VIII

<u>BUILDING UNIT</u>	<u>MODEL</u>	<u>INTERIOR SQ. FT.</u>	<u>PERCENTAGE</u>
17 - 1857	S	1247	6.8509
1859	O	982	5.3950
1861	O	982	5.3950
1863	S	1247	6.8509
16 - 1865	S	1212	6.6586
1867	E	1021	5.6093
1869	E	1021	5.6093
1871	S	1212	6.6586
9 - 1866	S	1212	6.6586
1868	E	1021	5.6093
1870	E	1021	5.6093
1872	S	1212	6.6586
10 - 1874	S	1249	6.8619
1876	S	1157	6.3564
1878	S	1157	6.3564
1880	S	1249	6.8619

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Exhibit "D"

STATE OF FLORIDA

DEPARTMENT OF STATE



I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby
certify that the following is a true and correct copy of

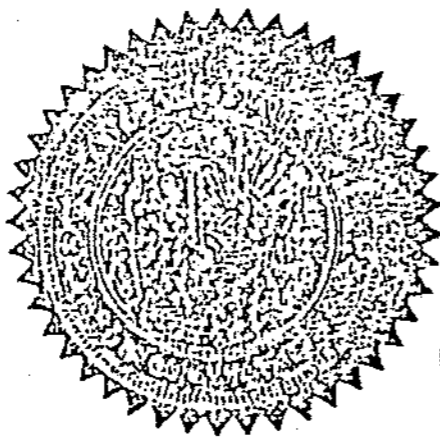
CERTIFICATE OF INCORPORATION

OF

CLEARBROOKE TOWNHOUSE CONDOMINIUMS ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the State of
Florida, filed on the 12th day of June, A.D., 1974,
as shown by the records of this office.

UNOFFICIAL COPY



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
12th day of June,
A.D., 19 74.

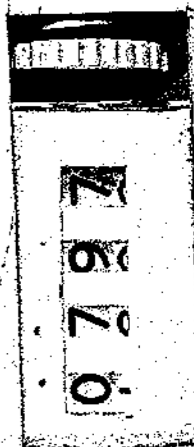
Richard (Dick) Stone

SECRETARY OF STATE

corp 94
3 29 72

EXHIBIT 3

EXHIBIT "E"



ARTICLES OF INCORPORATION
OF
CLEARBROOKE TOWNHOUSE CONDOMINIUMS ASSOCIATION, INC.
(A Corporation Not For Profit)

In order to form a corporation under and in accordance with the provisions of the Laws of the State of Florida for the Formation of Corporations Not For Profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth:

ARTICLE I

The name of the Corporation shall be:
CLEARBROOKE TOWNHOUSE CONDOMINIUMS ASSOCIATION, INC.
(hereinafter referred to as the "Corporation")

ARTICLE II

The purposes and objects of the Corporation shall be to administer the operation and management of all condominiums to be established in accordance with the Condominium Act of the State of Florida and pursuant to the Development Plan set forth in the Declaration of Condominium, upon and within the following described property situate, lying and being in Pinellas County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF
(SAID PROPERTY TO BE HEREINAFTER REFERRED TO AS "CLEARBROOKE")

and to undertake the performance of the acts and duties incident to and administration of the operation and management of each and every said Condominium in accordance with the terms, provisions, conditions, and authorizations contained in these Articles of Incorporation, and which may be contained in the formal Declarations of Condominiums which may be recorded in the public records of Pinellas County, Florida, at the times portions of said property, and the improvements now or hereafter situate thereon, are submitted to plans of condominium ownership; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said condominiums; and further to foster a fine residential community throughout the development known as CLEARBROOKE located in Pinellas County, Florida, and in this respect to cooperate and deal with other Condominium Associations, if any, and entities to accomplish this objective. The Corporation shall be conducted as a non-profit organization for the benefit of its members.

ARTICLE III

The Corporation shall have the following powers:

1. The Corporation shall have all of the powers and privileges granted to Corporations Not for Profit under the law pursuant to which this Corporation is chartered and pursuant to the Condominium Act of the State of Florida.

2. The Corporation shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including but not limited to the following:

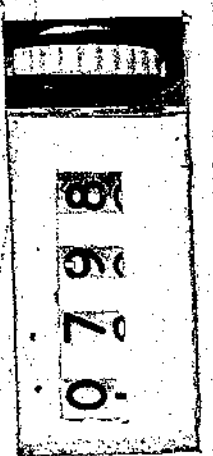
(a) To make and establish reasonable rules and regulations governing the use of APARTMENT UNITS, Common Elements and Limited Common Elements in said Condominiums as said terms may be defined in said Declarations of Condominium to be recorded.

This document was prepared by

NOTARIAL, INC.

605 Hudson St.

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TALLAHASSEE, FLORIDA
SECRETARY OF STATE



(b) To buy, sell, lease, mortgage, or otherwise deal with any and all property, whether real or personal.

(c) To levy and collect assessments against members of the Corporation to defray the common expenses of the Condominiums as may be provided in said Declarations of Condominium and in the By-Laws of this Corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing, and otherwise trading and dealing with such property, whether real or personal, including APARTMENT UNITS in said Condominiums.

(d) To maintain, repair, replace, operate and manage the Condominiums and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of the Condominium property.

(e) To contract for the management of the Condominiums and to delegate to such contractor all of the powers and duties of the Corporation except those which may be required by the Declarations of Condominium to have approval of the Board of Directors or Membership of the Corporation.

(f) To enforce the provisions of said Declarations of Condominium, these Articles of Incorporation, the By-Laws of the Corporations which may be hereafter adopted, and the Rules and Regulations governing the use of said Condominiums as may be hereafter established.

(g) To approve or disapprove the transfer, lease, mortgage and ownership of APARTMENT UNITS as may be provided by Declarations of Condominium and by the By-Laws.

(h) To deal with other condominium associations or representatives thereof on matters of mutual interest and to levy, collect and disburse funds from time to time as may be provided in the Declarations of Condominium and By-Laws for the maintenance, repair and replacement of property located within the lands herein described or elsewhere notwithstanding the fact that such property lies outside of the subject property.

(i) To execute, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Corporation pursuant to the Declarations of Condominium aforementioned.

ARTICLE IV

The qualifications of the members, the manner of their admission to membership and termination of such membership and voting by members shall be as follows:

1. The owners of all APARTMENT UNITS in all said CONDOMINIUMS shall be members of the Corporation and no other persons or entities shall be entitled to membership except as provided in item (5) of "ARTICLE IV" hereof.

2. Membership shall be established by the acquisition of fee title to an APARTMENT UNIT, whether by conveyance, judicial decree or otherwise provided that such acquisition shall be approved in accordance with, and conformed to the provisions of, these

Articles, and applicable Declarations of Condominium and By-Laws and the membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any APARTMENT UNIT, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more APARTMENT UNITS, or who may own a fee ownership interest in APARTMENT UNITS, so long as such party shall retain title to or a fee ownership interest in any APARTMENT UNIT.

3. The interest of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his APARTMENT UNIT. The funds and assets of the Corporation shall belong solely to the Corporation subject to the limitation that the same be expended, held, or used for the benefit of the Membership and for the purposes authorized herein, in the Declarations of Condominium, and in the By-Laws which may be hereafter adopted.

4. On all matters on which the Membership shall be entitled to vote, there shall be only one vote for each APARTMENT UNIT, which vote may be exercised or cast by the owner or owners of each APARTMENT UNIT in such manner as may be provided in the By-Laws hereafter adopted by the Corporation. Should any member own more than one APARTMENT UNIT, such member shall be entitled to exercise or cast as many votes as he owns APARTMENT UNITS, in the manner provided by said By-Laws.

5. Until such time as a portion of the property described in "ARTICLE II" hereof and improvements constructed thereon shall be submitted to a plan of condominium ownership by the recordation of a Declaration of Condominium, the membership of the Corporation shall be comprised of the Subscribers to these Articles, each of which Subscribers shall be entitled to cast one vote on all matters on which the Membership shall be entitled to vote.

ARTICLE V

The Corporation shall have perpetual existence.

ARTICLE VI

The principal office of the Corporation shall be located at 9555 North Kendall Drive, Miami, Florida 33156, but the corporation may maintain offices and transact business in such places within or without the State of Florida as may from time to time be designated by the Board of Directors; furthermore, the Board of Directors may from time to time relocate the aforesaid principal office.

ARTICLE VII

1. The Board of Directors, until relinquishment of control as hereinafter provided by F & R Builders, Inc., a Florida corporation, or its nominee (the said F & R Builders, Inc., or its nominee being referred to as "Developer"), shall consist of five (5) Directors, which Directors need not be members of the Corporation.

After relinquishment of control by F & R BUILDERS, INC., or its nominee as hereinafter provided, the Board of Directors shall consist of the number of Directors determined in accordance with the By-Laws but not less than five (5) Directors; and in the absence of such determination said Board shall consist of five (5) Directors. After relinquishment of control by F & R BUILDERS, INC. or its nominee as hereinafter provided, a majority of the Directors shall be members of the Corporation.

2. Directors of the Corporation shall be elected at the annual meeting of the Members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

3. The first election of Directors shall not be held until after the Developer has relinquished control of the Corporation which shall take place when it has closed the sales of all of the APARTMENT UNITS of all Condominiums to be formed in CLEARBROOKE, or until the Developer voluntarily elects in writing to terminate its control of the Condominium, or until after the 31st day of December, 1979, whichever shall first occur (any one of which events being herein referred to as "Relinquishment of Control"), provided, however, and notwithstanding anything herein contained, that so long as Developer is the owner of one (1) or more APARTMENT UNITS within the subject property it shall have the continuing right to designate one (1) member of each Board of Directors from each CONDOMINIUM in CLEARBROOKE in which it shall continue to own one (1) or more APARTMENT UNITS, notwithstanding the fact that it may theretofore have relinquished control as hereinabove provided. The Directors herein named shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors and if there are no remaining Directors, the vacancies shall be filled by the Developer.

4. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified in accordance herewith, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Ralph W. Quartetti	9555 North Kendall Drive Miami, Florida 33156
Irving Bolotin	9555 North Kendall Drive Miami, Florida 33156
Neil Schaffel	9555 North Kendall Drive Miami, Florida 33156
John Gleason	9555 North Kendall Drive Miami, Florida 33156
Jorge L. Dominicis	9555 North Kendall Drive Miami, Florida 33156

ARTICLE VIII

The affairs of the Corporation shall be managed by the officers in accordance with the By-Laws. The officers shall be appointed from time to time by the Board of Directors; after Developer shall have relinquished control of the Corporation, appointment of officers shall take place at the first Board meeting following the annual meeting of the Members of the Corporation, which officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are appointed by the Board of Directors are as follows:

PRESIDENT	Ralph W. Quartetti	- 9555 N. Kendall Dr., Miami, Fla.
VICE PRESIDENT	Irving Bolotin	- 9555 N. Kendall Dr., Miami, Fla.
SECRETARY	John Gleason	- 9555 N. Kendall Dr., Miami, Fla.
TREASURER	Jorge L. Dominicis	- 9555 N. Kendall Dr., Miami, Fla.

THE ORIGINAL OF THIS INSTRUMENT IS VERY POOR

The first By-Laws of the Corporation shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws at any duly called meeting.

ARTICLE X

Every Director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Corporation whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XI

An Amendment or Amendments to these Articles of Incorporation may be proposed by the Board of Directors of the corporation acting upon a vote of the majority of the Directors, or by the members of the Corporation owning a majority of the APARTMENT UNITS in all Condominiums administered hereby whether meeting as members or by instrument in writing signed by them. Upon any Amendment or Amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed Amendment or Amendments shall be transmitted to the President of the Corporation or other officer of the Corporation in the absence of the President, who shall thereupon call a special meeting of the members of the Corporation for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such Meeting stating the time and place of the Meeting and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears in the records of the Corporation and the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Corporation whether before or after the holding of the Meeting shall be deemed equivalent to the giving of such notice to such member. At such Meeting the Amendment or Amendments proposed must be approved by an affirmative vote of the members owning not less than seventy-five percent (75%) of the APARTMENT UNITS in all said Condominiums in order for such Amendment or Amendments to become effective. Thereupon, such Amendment or Amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of the State of Florida, and upon the registration of such Amendment or

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Amendments with the said Secretary of State a certified copy thereof shall be recorded in the public records of Pinellas County, Florida, within ten (10) days from the date on which the same are so registered. At any Meeting held to consider such Amendment or Amendments of these Articles of Incorporation, the written vote of any member of the Corporation shall be recognized, if such member is not in attendance at such Meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Corporation at or prior to such Meeting.

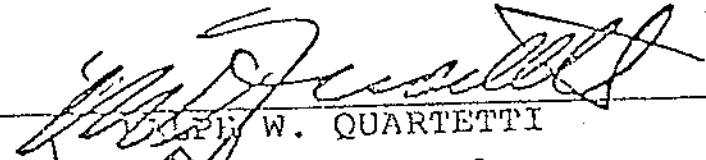
Notwithstanding the foregoing provisions of this "ARTICLE XI" until Developer shall have relinquished control of the Corporation as hereinabove provided, no amendment to these Articles shall be adopted or become effective without the prior written consent of the Developer; its successors or assigns.


ARTICLE XII


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

NAMES	ADDRESSES
Ralph W. Quartetti	9555 N. Kendall Dr., Miami, Florida 33156
Irving Bolotin	9555 N. Kendall Dr., Miami, Florida 33156
Neil Schaffel	9555 N. Kendall Dr., Miami, Florida 33156

IN WITNESS WHEREOF the Subscribers have hereunto set their hands and seals this 21st day of May, 1974.

 (SEAL)
RALPH W. QUARTETTI

 (SEAL)
IRVING BOLOTIN

 (SEAL)
NEIL SCHAFFEL

THE ORIGINAL OF THIS INSTRUMENT IS VERY POOR

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned authority, personally appeared
RALPH W. QUARTETTI, who being first duly sworn acknowledges that
he executed the foregoing Articles of Incorporation for the pur-
poses therein expressed this 21st day of May, 1974.

[Signature]
NOTARY PUBLIC
My Commission Expires
NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES JUN. 13, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned authority, personally appeared
IRVING BOLOTIN, who being first duly sworn acknowledges that he
executed the foregoing Articles of Incorporation for the purposes
therein expressed this 21st day of May, 1974.

[Signature]
NOTARY PUBLIC
My Commission Expires
NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES JUN. 13, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned authority, personally appeared
NEIL SCHAFFEL, who being first duly sworn, acknowledges that he
executed the foregoing Articles of Incorporation for the purposes
therein expressed this 21st day of May, 1974.

[Signature]
NOTARY PUBLIC
My Commission Expires
NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES JUN. 13, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

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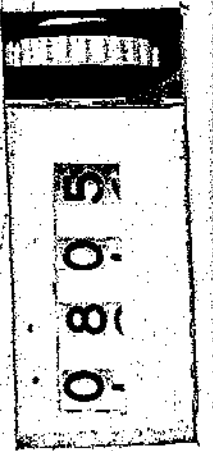
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EXHIBIT A

Begin at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 29-29-16 and run thence S. 88°47'44" E., 332.97 feet along the East and West centerline of said Section 29 and the centerline of County Road #118; thence S. 0°30'39" E., 1336.18 feet to the 40 acre line; thence N. 89°10'28" W. along said 40 acre line, 340.16 feet; thence N. 0°12'01" W., 1338.23 feet to P.O.B. LESS Northerly 40.0 feet thereof for Road purposes of County Road No. 118.

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BY-LAWS
OF
CLEARBROOKE TOWNHOUSE CONDOMINIUMS ASSOCIATION, INC.
A Corporation Not For Profit Under the Laws of the State of Florida

I. IDENTITY

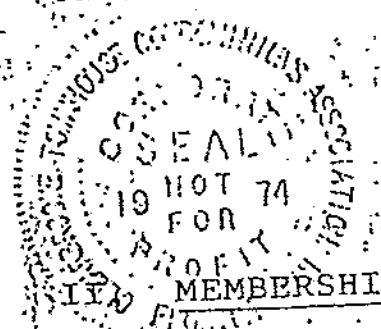
1. These are the By-Laws of CLEARBROOKE TOWNHOUSE CONDOMINIUMS ASSOCIATION, INC., a corporation not for profit, under the laws of the State of Florida, hereinafter called "ASSOCIATION". The Association has been organized for the purpose of administering the operation and management of all Condominiums to be established in accordance with the Condominium Act of the State of Florida, and pursuant to the Development Plan set forth in the various Declarations of Condominium, upon the following described property situate, lying and being in Pinellas County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF
(Said property to be hereinafter referred to as "CLEARBROOKE")

2. The office of the Association shall be 9555 North Kendall Drive, Miami, Florida 33156, or at such place as the Board of Directors may determine, from time to time.

3. The fiscal year of the Association shall be the calendar year.

4. The seal of the Association shall bear the name of the Association; the word "Florida"; the words "Corporation Not For Profit", and the year of incorporation, an impression of which seal is as follows:



OFFICIAL COPY

MEMBERSHIP, VOTING, QUORUM, PROXIES

1. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in "ARTICLE IV" of the Articles of Incorporation of the Association, the provisions of which said "ARTICLE IV" of the Articles of Incorporation, are incorporated herein by reference.

2. A quorum at members' meetings shall consist of persons, present in person or by proxy, entitled to cast a majority of the votes of the entire membership.

3. The vote of the owners of an APARTMENT UNIT owned by one or more person or by a corporation or other entity shall be cast by the person named in a Certificate signed by all of the owners of the APARTMENT UNIT as filed with the Secretary of the Association, and such Certificate shall be valid until revoked by subsequent Certificate. If such a Certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum or for any other purpose.

4. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.

EXHIBIT 4

EXHIBIT "F"

5. Approval or disapproval by the owner of an APARTMENT UNIT on any matter - - whether or not the subject of an Association meeting - - shall be by the same person designated in the above described Certificate.

6. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the various Declarations of Condominium, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the APARTMENT UNITS represented at any duly called meeting at which a quorum is present shall be binding upon the Members.

III. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

1. The first meeting of the membership (which will be a special meeting unless the date thereof, as herein below provided, coincides with the date of the annual meeting, also provided herein below), will be held when F & R Builders, Inc., a Florida corporation, or its nominee (the said F & R Builders, Inc., or its nominee, being hereinafter referred to as the "Developer"), relinquishes its control of the Association, as herein provided. Thereafter, the annual members' meeting shall be held at the office of the Corporation, at 7:30 o'clock P.M., Eastern Standard Time, on the second Monday in June - - - - - , next succeeding, and annually thereafter, on the same date, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the Members.

2. Special Members' Meetings shall be held whenever called by the President or Vice-President, or by majority of the Board of Directors and must be called by such Officers upon receipt of a written request from members of the Association owning not less than one-third (1/3) of the APARTMENT UNITS.

3. Notice of all members' meetings, regular or special, shall be given by the President or Vice-President, or Secretary of the Association, or other Officer of the Association in the absence of such Officers, to each member, unless waived in writing; and such notice shall be written or printed and shall state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days or more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the Member, indicating the date on which said notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any Member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any Members' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required, as set forth in the Articles of Incorporation, these By-Laws, or the Declaration of Condominium, the members who are present, whether in person or by proxy, may adjourn the meeting from time to time until a quorum or the required percentage of attendance, if greater than a quorum, is present.

4. At meetings of membership, the President shall preside, or in his absence, the Vice-President shall preside, or in the absence of both, the membership shall select a chairman.

5. The order of business at Annual Members' Meetings and, as far as practical, at all other Members' meetings, shall be as follows:

- (a) Call of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of Minutes.
- (d) Reports of Officers.
- (e) Reports of Committees.
- (f) Appointment by Chairman of Inspectors of election.
- (g) Election of Directors.
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

6. Notwithstanding anything herein contained, until (1) Developer has closed the sales of all of the APARTMENT UNITS of all Condominiums to be established as CLEARBROOKE, or until (2) December 31, 1979, or until (3) Developer voluntarily elects in writing to terminate its control of the Association, whichever shall first occur, (any of which events being herein referred to as "relinquishment of control of the Association by Developer"), the proceedings of any and all meetings of members of the Association shall have no effect, unless expressly approved in writing by the Board of Directors.

IV. DIRECTORS

1. The affairs of the Association shall be managed by a Board of not less than five (5) or more than nine (9) Directors, the exact number to be determined by the Membership from time to time.

2. Election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the first membership meeting after relinquishment of control by Developer and at the annual members' meeting thereafter.

(b) A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate not more than sixteen (16) candidates. Other nominations may be made from the floor.

(c) The election shall be by written ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast as many votes as there are Directors to be elected, provided, however, there shall be no cumulative voting and each member may not cast more than one (1) vote for any person nominated as a Director.

(d) Vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors except as to vacancies provided by removal of Directors by members.

(e) Any Director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

(f) Notwithstanding anything herein contained until Developer relinquishes control of the Association, as hereinabove provided, the first Directors of the Association shall continue to serve, and in the event of vacancies, the remaining Directors shall fill any such vacancies; and if there are no remaining Directors, the vacancies shall be filled by the Developer (the Board of Directors thus constituted being herein referred to as the "Initial Board"); provided, however, that so long as Developer shall own one (1) or more APARTMENT UNITS, it shall have the continuing right to designate one (1) member of each Board of Directors from each Condominium in CLEARBROOKE in which it shall continue to own one (1) or more APARTMENT UNITS, notwithstanding the fact that the Developer may have, theretofore, relinquished control of the Association as herein provided.

3. The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

4. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director in writing personally or by mail, or telegraph, at least three (3) days prior to the day named for such meeting.

5. Special meetings of the Directors may be called by the President and must be called by the Secretary, at the written request of a majority of the Directors. Not less than three (3) days notice of the meeting shall be given to each Director in writing personally or by mail, or telegraph, which notice shall state the time, place and purpose of the meeting.

6. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed to be equivalent to the giving of notice.

7. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors is required by the Declarations of Condominium, the Articles of Incorporation, or these By-Laws.

8. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting, from time to time, until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

9. The presiding officer of Directors' meetings shall be the President; and if absent, the Vice-President shall preside. In the absence of such presiding officer, the Directors present shall designate one of their number to preside at such meeting.

10. The order of business at Directors' meetings shall be as follows:

- (a) Calling of roll.
- (b) Proof of due notice of meeting.
- (c) Reading of Minutes and disposal of any unapproved Minutes.
- (d) Reports of Officers and Committees.
- (e) Election of Officers.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

11. Directors' fees, if any, shall be determined by the members of the Association.

12. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, representatives appointed by the Board, its agents, contractors or employees, subject to approval by the members only when such approval is specifically required by appropriate documents, subject always to the power of the Board of Directors to delegate its duties and functions to a managing agent or firm, as provided in the Articles of Incorporation.

13. The undertakings and contracts authorized by the Initial Board shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership after Developer has relinquished control of the Association, notwithstanding the fact that members of the Initial Board may be Directors or Officers of, or otherwise associated with, the Developer, the Managing agent or firm, or other entities doing business with the Association.

V. OFFICERS

1. The executive officers of the Association shall be a President, who shall be a Director; a Vice President, who shall be a Director; a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may peremptorily be removed by vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be a Secretary or any Assistant Secretary. The Board of Directors shall, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including, but not limited to, the power to appoint committees from among the members, from time to time, as he may, in his discretion, deem appropriate, to assist in the conduct of the affairs of the Association.

3. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

4. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors, and such other notices as may be required by law. He shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal, when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Directors or President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

5. The Treasurer shall have custody of all of the property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of Treasurer.

6. The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association; neither shall it preclude the contracting with a Director, or a person, firm or entity with which a Director is associated, for the management of the Condominiums.

VI. FISCAL MANAGEMENT

The provisions for fiscal management of the Association, set forth in the Declarations of Condominium and Articles of Incorporation, shall be supplemented by the following provisions:

1. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each APARTMENT UNIT. Such an account shall designate the name and address of the owner or owners; the amount of each assessment against the owners; the dates and amounts in which assessments come due; the amounts paid upon the account, and the balance due upon assessments.

2. The Board of Directors shall adopt a Budget and Assessment Notice for each calendar year which shall contain the following items:

(a) Common Expense Budget, consisting of the estimated CLEARBROOKE DRIVE MAINTENANCE COST ETC., as such is defined in the Declarations of Condominium and which shall include the estimated amounts necessary for the maintenance, repair, replacement and operation of Common Elements and Limited Common Elements within each Condominium of CLEARBROOKE, in the condition and according to the design substantially similar to that established by Developer. Said estimate shall take into account overhead items, such as office expense, utility costs, casualty and liability insurance and administration; and operating and replacement reserve; and depreciation.

(b) Proposed Assessments to be levied against each member to cover the foregoing budgets.

(c) Betterments; Which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the Common Elements; provided, however, that in the expenditure of this fund no sum in excess of Five Thousand Dollars (\$5,000.00) shall be expended for a single item or purpose without approval of the members of the Association.

3. Copies of the Budget and Assessment Notice, which shall specify these charges relating to CLEARBROOKE COST, and those relating to CLEARBROOKE DRIVE MAINTENANCE COST, ETC., shall be transmitted to each member on or before January 1st of the year for which same has been prepared. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished to each member concerned therewith.

Delivery of a copy of any budget or amended budget to each member shall not effect the liability of any member for any such assessment; neither shall delivery of a copy of said budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessment levied pursuant thereto; and nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time, in its sole discretion, to levy any additional assessment in the event the budget originally adopted shall appear to be insufficient to pay costs and expenses for operation and management, or in the event of emergencies.

4. The Board of Directors shall determine the method of payment of such assessments and the due dates thereof and shall notify the members thereof.

5. The depository of the Association shall be such bank or banks as shall be designated, from time to time, by the Directors, and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such account shall be only by checks, signed by such persons as are authorized by the Directors.

6. An audit of the accounts of the Association shall be made annually by a Certified Public Accountant and a copy of the report shall be furnished to each member not later than April 1st of the year following the year for which the report is made.

7. Fidelity bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

VII. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of Florida.

VIII. HOUSE RULES

In addition to the other provisions of these By-Laws, the following house rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the family units located on the property and the conduct of all residents thereof:

(a) Condominium parcels shall be used only for residential purposes, except that the corporation submitting said property to condominium use and any mortgagee who may become the owner of a condominium parcel retains the right to use the premises for the purpose of sale or resale thereof.

(b) Unit owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such way as to be injurious to the reputation of the property.

(c) The use of the condominium parcels shall be consistent with existing law, the Property Association Restrictions and the Condominium Declaration to which these By-Laws become a part.

(d) Common Elements shall not be obstructed, littered, defaced or misused in any manner.

(e) No structural changes or alterations shall be made in any unit without prior written consent of the Board of Directors and mortgagee holding a mortgage on said unit.

(f) The owner shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of walls of a building, and no sign, awning, shutter or antenna shall be affixed to or placed on the exterior walls or roof, or any part thereof, without the prior consent of the Condominium Association.

(g) No outdoor clothes lines may be erected, and nothing shall be hung out or exposed on any part of the Common Elements.

(h) No outside television antennas shall be permitted, nor shall any wiring installed or maintained as a part of any master television antenna facility or cable television utility be utilized by owners, without the consent of the Association and/or facility or utility operator.

(i) Common walks, park area and other Common Elements shall be kept free from rubbish, debris and other unsightly materials and shall not be obstructed, littered, defaced or misused in any manner.

(j) No "for sale" or "for rent" signs or other window displays or advertising is permitted on any part of the condominium property or in any condominium parcel, except to the extent authorized by the Property Association Restrictions, and except that the corporation submitting said property to condominium use and any mortgagee who may become the owner of a condominium parcel has such right to exhibit signs.

(k) Only one (1) cat, dog, or other normal and usual house pet for each Apartment Unit is allowed to be kept in, on or about the condominium property and only upon terms, conditions and specific approval of the Association. Animals are to be kept on leash when carried outside the Apartment Unit and shall not be kept on balconies. Any barking of pet or other annoyance to another Apartment Unit owner or owners may be cause for order to dispose of pet. Each Apartment Unit owner covenants with Association to comply with any order to remove pet from premises.

IX. AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

1. Amendments to these By-Laws may be proposed by the Board of Directors of the Association or upon vote of the majority of the Owners of APARTMENT UNITS in all Condominiums subject to the Association, whether meeting as members or by instrument, in writing, signed by them.

2. Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall, thereupon, call a Special Joint Meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as the notice of the call of a Special Meeting of the members is required, as herein set forth.

3. In order for such amendment or amendments to become effective, the same shall be approved by an affirmative vote of two-thirds (2/3) of the entire membership of the Board of Directors and by an affirmative vote of the members owning not less than two-thirds (2/3)

of the APARTMENT UNITS in all Condominiums subject to the Association. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the public records of Pinellas County, Florida, within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the Directors and members.

4. At any meeting held to consider such amendment or amendments to the By-Laws, written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

5. Notwithstanding the foregoing provisions of this Article IX, no amendment to these By-Laws may be adopted or become effective prior to relinquishment of control of the Association by the Developer without the prior written consent of the Developer.

The foregoing were adopted as the By-Laws of CLEARBROOKE TOWNHOUSE CONDOMINIUMS ASSOCIATION, INC., a corporation not for profit, under the laws of the State of Florida, at the first meeting of the Board of Directors on June 11, 1974.

APPROVED

President

Secretary

UNCERTIFIED COPY

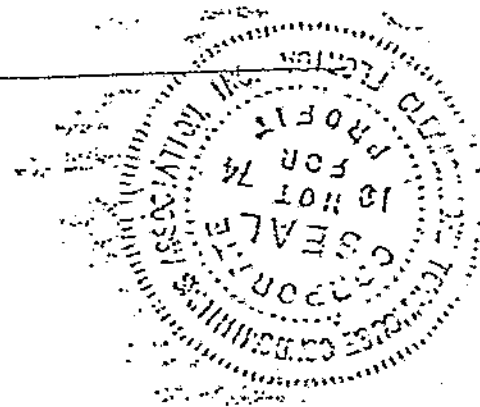


EXHIBIT A

Begin at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 29-29-16 and run thence S. 88°47'44" E., 332.97 feet along the East and West centerline of said Section 29 and the centerline of County Road #118; thence S. 0°30'39" E., 1336.18 feet to the 40 acre line; thence N. 89°10'28" W. along said 40 acre line, 340.16 feet; thence N. 0°12'01" W., 1338.23 feet to P.O.B. LESS Northerly 40.0 feet thereof for Road purposes of County Road No. 118.

UNOFFICIAL COPY

THE ORININAL OF THIS INSTRUMENT IS VERY POOR

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