

**[THIS DECLARATION IS A RESTATEMENT OF THE ORIGINAL DECLARATION
RECORDED AT O.R. BOOK 4183, PAGE 313, ET SEQ., OF THE OFFICIAL
RECORDS OF PINELLAS COUNTY, FLORIDA, AND INCLUDING ALL
AMENDMENTS RECORDED THROUGH DECEMBER 1, 2022]**

DECLARATION OF CONDOMINIUM

FOR

CLEARBROOKE TOWNHOUSE CONDOMINIUM, PHASE I

A CONDOMINIUM

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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 eight (8) 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 I
(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 FIVE 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 18 on page 71 et seq., in the public records of Pinellas County Florida.

ARTICLE III

DEVELOPMENT PLAN

(A) MANAGEMENT OF INTER-RELATED CONDOMINIUMS: Condominium consists of eight (8) 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 roads, 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 road-way, paving, green areas, shrubbery, lighting, sewage lift stations, 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 eight-eight (88) UNITS in addition to the eight (8) APARTMENT UNITS in this

CONDOMINIUM. Each APARTMENT UNIT'S proportionate share of the 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 a 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 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 is 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, 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 an easement or easements by Developer to others over 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 and 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 the 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) 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 UNITS'

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.

(E) 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.

(F) 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 eight (8) 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 improvement 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 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.

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 of the owners of all of 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 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 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 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 shall be as follows:

<u>APARTMENT UNIT</u>	<u>BUILDING NUMBER</u>	<u>PERCENTAGE</u>
1809	23	13.3394
1811	23	11.9262
1813	23	11.9262
1815	23	13.3394
1817	22	13.3394
1819	22	11.3950
1821	22	11.3950
1823	22	13.3394

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 multiphase 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 CLEARBROOKE as has more fully been set forth in Article III above, a non-profit corporation known and designated as CLEARBROOKE TOWNHOUSE CONDOMINIUM 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 of 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 "D" and "E" 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 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; with the exception of the ASSOCIATION exercising its right of first refusal pursuant to Article XXIX, no APARTMENT UNIT may be owned or leased by a corporation, partnership, limited liability company, trust, or other such entity. Owners or tenants of APARTMENT UNITS must be individual persons.

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 of alterations in sch 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 be 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 now be 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 further provided that any alterations or improvements to the COMMON ELEMENTS, the cost of which exceeds the sum of FIVE THOUSAND DOLLARS (\$5,000.00), shall be approved by the members of the ASSOCIATION. 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 OWNER

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 and 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 this 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 deductibility 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 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 XXIII 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, encloses 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 and 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 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. ASSOCIATION shall have, at all times, an easement for ingress, egress and access for the purpose of maintenance and repair of the said drainage ditch and the adjacent areas and berms within said easement.

ARTICLE XXVI

INSURANCE COVERAGE FOR INDIVIDUAL UNIT OWNERS

The owner of each apartment unit shall maintain casualty insurance on the following portions of the building structure of his APARTMENT UNIT, including any appurtenant LIMITED COMMON ELEMENTS: Exterior doors and windows; interiors of the unit including ceilings, walls, and floors; furniture, furnishings, and personal effects; and all equipment, including appliances, electrical fixtures, water heaters, air conditioning and heating equipment. This casualty insurance shall be maintained in an amount equal to the maximum insurance replacement value as determined annually by the insurance carrier.

The owner of each APARTMENT UNIT shall maintain insurance coverage against personal liability for injury to the person or property of another while within such owner's APARTMENT UNIT, including any appurtenant LIMITED COMMON ELEMENTS. All such insurance obtained by the owner of each APARTMENT UNIT shall, whenever such provision shall be available, provide that the insurer waives its right of subrogation as to any claims against the owners of APARTMENT UNITS, ASSOCIATION, and their respective servants, agents and guest of said other owners and ASSOCIATION. 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 as 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 the 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 matter herein provided. ASSOCIATION is hereby declared to be 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 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 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 are paid and to hold same in trust for the purpose herein stated, and for the benefit of ASSOCIATION and the owners of all APARTMENT UNITS, and their respected Mortgagees, such insurance proceeds to be disbursed and paid by the Insurance Trustees hereinafter provided. ASSOCIATION, as a common expense, shall pay a reasonable fee to aid 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 obligation imposed upon it hereunder. Said Insurance Trustee shall be liable 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 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 first been 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 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 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, 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 then 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 monies 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 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 monies 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 any APARTMENT UNIT or APARTMENT UNITS sustaining loss or damage, or both, shall be deposited with said Insurance Trustee not later than thirty (30) days from the date on which said Insurance Trustee shall receive the monies 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 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 tenantable, 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 (5) percent 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, the ASSOCIATION and a party or parties approved by 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 cause a lease or contract to purchase to be executed by a party or parties approved by said Board of Directors, 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 and a party or parties approved by the ASSOCIATION have notified said owner of ASSOCIATION'S intention to exercise its right of first refusal 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 an 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 hereafter 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 necessary to affect 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 right and option to purchase such 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 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 a 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 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 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 and exercisable by 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 receipts 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 to sell 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 period. 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, the right of the ASSOCIATION or its authorized representative, pursuant to authority given to the ASSOCIATION by the owners as herein 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.

(D) All prospective buyers and lessees must be approved by the ASSOCIATION prior to moving onto the premises. The ASSOCIATION may charge an administrative fee to process approval of prospective buyers and lessees.

(E) No APARTMENT UNIT shall be leased or rented by an owner for the first two (2) years following the closing on the purchase of the APARTMENT UNIT.

No more than ten (10) APARTMENT UNITS shall be leased or rented at any one time. Current leases are exempt from this amendment for their lease term but upon the end of the lease term become the subject to this amendment. Approval by the Board of Directors of proposed lease agreements shall be considered in the order received by the Board of Directors.

Lease terms may not extend beyond one year unless the proposed extension is approved in advance by the ASSOCIATION.

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-recurring 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 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 COST, 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 the following schedule:

<u>APARTMENT UNIT</u>	<u>BUILDING NUMBER</u>	<u>PERCENTAGE</u>
1809	23	13.3394
1811	23	11.9262
1813	23	11.9262
1815	23	13.3394
1817	22	13.3394
1819	22	11.3950
1821	22	11.3950
1823	22	13.3394

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 in CLEARBROOKE 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. Nothing herein contained shall limit ASSOCIATION from applying any monies 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 monies 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 the 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 monies collected by ASSOCIATION shall be treated as a separate property of said ASSOCIATION, and such monies 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. Monies for any assessment paid into ASSOCIATION by any owner of an APARTMENT UNIT may be comingled with monies 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 the 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 monies 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 the ASSOCIATION shall bear interest at the rate of Ten percent (10%) per annum until such delinquent assessment or installment hereof, 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 any 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 monies 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 payment of any assessment or installment thereof became delinquent and shall be entitled to 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 percent (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 assessment 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 line 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 therefore, 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 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, Purchase 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 affect such collection be deemed to be an election precluding the institution of suit at law to attempt to affect 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 ETC. 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. 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 requires 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 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 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 to 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 of 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 OF 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 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 no 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 percent (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 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 officer 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 XXXIX

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 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 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 XXXVI

RIGHT OF DEVELOPER TO SELL OR LEASE APARTMENT UNITS OWNED BY IT FREE OF RIGHT OF FIRST REFUSAL; 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 all 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 rights 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 XXXVII

RIGHT 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 maybe exercised by the nominee of Developer and/or exercised by the successor or successors in interest of Developer.

ARTICLE XXXVIII

SEVERABILITY

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 affect, 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.

ARTICLE XLI

MODIFICATION OF INSURANCE TRUSTEE

Notwithstanding anything to the contrary contained herein, the term "Insurance Trustee" and all references to its powers shall mean and be defined as the Board of Directors sitting as the Insurance Trustee. The Association shall not be obligated to obtain or maintain a bank or any other outside institution for the purpose of receiving or disbursing insurance proceeds under the policies required hereunder. The Board of Directors sitting as the Insurance Trustee shall have the full power and authority to receive and disburse funds in the manner required herein for disbursing of funds and shall certify proper distribution thereof as elsewhere required herein.

END OF RESTATED DECLARATION