

DECLARATION OF CONDOMINIUM  
OF  
SEAGATE CONDOMINIUM

SEAGATE JOINT VENTURE, of whom the principals are: Drew Ramsey, George B. Karpay, and Barry I. Karpay, herein called the owner hereby makes this Declaration of Condominium; pursuant to Chapter 718, Florida Statutes, 1976, known as the Condominium Act.

Parties joining in the execution of this Declaration of Condominium are all the parties having record title to the interest in the land being submitted to condominium ownership. There is a mortgage encumbering the interest in the land being submitted to condominium ownership; and a Joinder of the Mortgagee is attached as a part of this Declaration of Condominium.

Now, therefore, this Declaration of Condominium provides for and declares the following:

1. SUBMISSION OF LAND TO CONDOMINIUM OWNERSHIP. The following described real property, hereinafter referred to as "condominium property" is hereby submitted to condominium ownership, in fee simple absolute:

See EXHIBIT "XI" attached.

Together with improvements constructed thereon, the same being in Pinellas County, Florida, owned or leased by owner, and after the date of recording of this declaration shall be subject to the condominium form of ownership according to the terms of this declaration.

2. CONDOMINIUM NAME. This condominium shall hereafter be known as SEAGATE CONDOMINIUM.

3. LEGAL DESCRIPTION OF THE LAND. The legal description of the land is as follows:

See EXHIBIT "XI" attached.

4. IDENTIFICATION OF EACH UNIT. Each condominium apartment is identified by a number as shown on the documents which are attached as Exhibit "VII", so that no apartment bears the same designation as does any other apartment.

5. SURVEY AND DESCRIPTION OF IMPROVEMENTS. A survey of the land and a graphic description of the improvements in which the units are located and a plot plan thereof, which, together with this declaration, are in sufficient detail to identify the common elements and each unit and their relative locations and approximate dimensions is attached as EXHIBIT "VII".

6. UNDIVIDED SHARE IN THE COMMON ELEMENTS. Undivided share in the common elements appurtenant to each unit stated as percentages is as follows:

<u>TYPE</u>	<u>NO.</u>	<u>SQ. FT./UNIT</u>	<u>%</u>	<u>UNIT %</u>
-------------	------------	---------------------	----------	---------------

7. NAME OF THE ASSOCIATION. The name of the Condominium Association herein formed shall be SEAGATE CONDOMINIUM ASSOCIATION, INC.; this association shall exist as a corporation not for profit and as a legal entity pursuant to Chapter 718.111 (1), Florida Statutes 1976. This association shall have all of the powers and duties reasonably necessary to operate the condominium as set forth in this Declaration and By-Laws, as the same may be amended from time to time. The power of this association to purchase an apartment of the condominium shall be unlimited. The operation of this Condominium Association shall be governed by the By-Laws attached hereto as Exhibit "IV", the same being incorporated herein by this reference as though set forth in full.

8. UNIT OWNERS' MEMBERSHIP AND VOTING RIGHTS. The unit owners of each individual apartment shall be entitled to membership in the Condominium Association. There shall be allocated one vote per unit regardless of the number of persons owning that unit.

9. EXHIBITS TO THIS DECLARATION. In accord with Chapter 718.104 (4) (j) (k), copies of the documents creating the Condominium Association and a copy of the By-Laws of the Condominium Association are attached as Exhibits "II, III, and IV" to this Declaration.

10. EASEMENT FOR INGRESS AND EGRESS. There is hereby created a non-exclusive easement for ingress and egress over streets, walks, and other rights-of-way serving the units as part of the common elements which are necessary to provide reasonable access to any public right-of-way.

11. DEFINITIONS. Terms used herein are defined as follows:

A. APARTMENT - That part of the apartment building capable of independent use as described on a surveyor's plan as "apartment", followed by an identifying number, shall include that part of the building containing the apartment that lies within the boundaries of such apartment, which boundaries are as follows:

(1) UPPER AND LOWER BOUNDARIES - The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries.

(a) UPPER BOUNDARY - The horizontal plane of the lower surfaces of the ceiling concrete slab. For apartment next to the roof, the horizontal plane of the upper surface of the chords of the roof steel bar joists which serve as ceiling joists.

(b) LOWER BOUNDARY - The horizontal plane of the lower surfaces of the floor concrete slab.

(2) PERIMETRICAL BOUNDARIES - The perimetrical boundaries of the apartment shall be the following boundaries extended to an inter-section with the upper and lower boundaries.

(a) EXTERIOR BUILDING WALLS - The intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building

- (b) INTERIOR BUILDING WALLS - The vertical planes of the center lines of walls bounding an apartment extended to intersections with other perimetrical boundaries with the following exceptions:

When walls between apartments are of varying thickness or abut a column or shaft, the plane of the centerline of a bounding wall shall be extended to an intersection with a connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.

When walls of different thickness abut with a flush side so that their center lines do not intersect, the place of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

- B. ASSESSMENTS - An apartment owner's pro-rata share of the common expenses necessary for the maintenance and management of this condominium, if any.
- C. COMMON ELEMENTS - Common elements includes within its meaning the following:
- (1) The condominium property which is not included within the units.
  - (2) Easements through units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to units and the common elements.
  - (3) An easement of support in every portion of a unit which contributes to the support of a building.
  - (4) The property and installations required for the furnishing of utilities and other services to more than one unit or to the common elements.
  - (5) All parts of the improvements which are not included within the apartments.
  - (6) Installations for the furnishing of utility service to more than one apartment, or to the common elements, or to an apartment other than the apartment containing the installation.
- D. COMMON EXPENSES - Common expenses include the expenses of the operation, maintenance, repair or replacement of the common elements, costs of carrying out the powers and duties of the Association and any other expense designated as common expense by this document or by Chapter 718, of the Florida Statutes, the common expenses shall be apportioned among the unit owners in accordance with the established

- F. CONDOMINIUM PROPERTY - Means and includes the lands subjected to condominium ownership whether or not contiguous, and all improvements thereon, and all easements and rights appurtenant thereto intended for use in connection with the condominium, excepting only washing machines, dryers and electrical equipment located in the laundry room, as designated in said building, vending machines, pay phones and all other coin operated conveniences and communication equipment.
- G. OFFICE UNIT - That part of the condominium property owned by the owners or by any subsequent grantee, wherein rental activities and/or other business activities, compatible with the presently existing zoning, are to be conducted, it being understood that the developer, and all unit owners other than the developer, have the right to rely upon the fact that a portion of the condominium property shall be used as an office from which information can be obtained, and rental contracts can be prepared and executed, in connection with the rental of the apartments.
12. APPURTENANCES. There shall pass with a unit as appurtenances thereto:
- A. An undivided share in the common elements and common surplus.
  - B. The exclusive right to use the portion of the common elements subject to the restrictions, limitations, duties, rights and privileges provided by the Declaration.
  - C. An exclusive easement for the use of the airspace occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time.
  - D. Such appurtenances as may be provided in this Declaration.
13. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS:
- A. The undivided share in the common elements which is appurtenant to a unit shall not be separated from it and shall pass with the title to the unit whether or not separately described in this Declaration of Condominium or in any other instrument.
  - B. The share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit.
  - C. The shares in the common elements appurtenant to units are undivided, and no action for partition of the common elements shall lie.
14. AMENDMENT OF DECLARATION OF CONDOMINIUM. This Declaration of Condominium may be amended in the following manner:
- A. PROPOSALS - Amendments to the Declaration of Condominium proposed by either the condominium parcel owners or the Association, shall be adopted in the manner provided in

which they have registered with the Condominium Association. Said notice shall be mailed at least ten (10) days prior to the date of the meeting at which the proposed amendment is to be considered.

- C. RESOLUTION - A resolution proposing the adoption of amendments to the Declaration of Condominium and/or By-Laws must be approved by seventy-five (75%) percent of said owners, providing that the holders of all liens affecting any of the condominium parcels consent thereto. Each condominium parcel shall be entitled to one vote. Provided, however, that in the event that one or more persons are owners in fee simple of one condominium parcel, or more than one condominium parcel, he or they shall have collectively as many votes as condominium parcels.
- D. RECORDING - Upon the adopting of the amendment to the Declaration of Condominium, the Association through its officers, shall certify the amendment as having been duly adopted, and shall cause the amendment to be recorded in the public records of Pinellas County, Florida, from which time it shall be effective.

15. CONDOMINIUM ASSOCIATION. The operation of this condominium shall be by the Condominium Association which shall be a corporation not for profit. The owners of units shall be shareholders or members of the Association.

The name of the Condominium Association herein formed shall be SEAGATE CONDOMINIUM ASSOCIATION, INC. The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by this Declaration and by the By-Laws of the Condominium Association.

The Association may contract, sue or be sued with respect to the exercise or non-exercise of its powers. For these purposes, the powers of the Association include, but are not limited to the maintenance, management and operation of the condominium property. If, at any time, control of the Association is obtained by unit owners other than the developer, the Association may institute, maintain, settle or appeal actions or hearings in its name on behalf of all unit owners, concerning matters of common interest, including but not limited to, the common elements, the roof and structural components of a building or other improvements, mechanical, electrical and plumbing elements serving an improvement or building, representations of the developer pertaining to any existing or proposed commonly used facilities, and protesting ad valorem taxes on commonly used facilities. The association may only act through its duly constituted Board of Directors.

16. POWERS AND DUTIES OF THE CONDOMINIUM ASSOCIATION. The powers and duties of the Association, when not inconsistent with the Condominium Act, shall be as follows:

- A. The Association shall have the irrevocable right to access to each unit during reasonable hours when necessary for the maintenance, repair or replacement of any common elements, or for making emergency repairs necessary to prevent damage to the common elements or to another unit or units. A determination as to whether or not an emergency exists shall

exists shall have been made in good faith the one making that determination shall be held harmless by the Association and the unit owners from any civil responsibility or damage. Should litigation result from a decision of the President of the Association or of the President or Chief Executive of the management company, that an emergency exists then the Association shall pay all expenses incident to the legal defense of the officer making the decision, including attorney's fees through any appellate review.

- B. The Association has the power to make and collect assessments and to lease, maintain, repair and replace common elements. The Association may delegate this power to a management company. Nothing herein shall be construed to permit the Association to divest itself of ultimate authority with regard to its powers and duties under the Declaration of the Condominium Act, including but not limited to the establishment of budgets, assessments, and rules, and the employment of legal counsel.
- C. The Association shall maintain accounting records in the county where the condominium is located, according to good accounting practices. The records shall be open to inspection by unit owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually to unit owners or their authorized representatives. These records shall include (but not by way of limitation) the following:
  - (1) A record of all receipts and expenditures by the Association.
  - (2) An account for each unit designating the name and current mailing address of the unit owner, the amounts in which the assessments become due, the amount paid upon the account, and the balance due. This accounting is available for inspection by the unit owners at all reasonable times.
- D. The Association shall have the power to purchase units in the condominium and to acquire and hold, lease, mortgage and convey them.
- E. The Association shall, as set forth hereafter, obtain and maintain adequate insurance to protect the Association and the common elements. A copy of any policy of insurance in effect shall be made available for inspection by unit owners at reasonable times.
- F. The Association shall have the authority, without the joinder of any unit owner, to modify or to move any easement for ingress and egress or for the purpose of utilities, if the easement constitutes part of or crosses the condominium property.
- G. The Association has the power to enter into agreements, to acquire leaseholds, memberships and other possessory or use interest in lands or facilities such as country

## 17. ASSESSMENTS, LIABILITIES, LIENS AND PRIORITY, INTEREST, COLLECTION.

- A. A unit owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the unit owner. In a voluntary conveyance the grantee shall be jointly and severally liable with the grantor for his share of the common expenses up to the time of the conveyance. Provided, however, that the Association or any delegated agent, such as a management company, shall have the right to determine, in its sole discretion, whether or not it shall seek to enforce collection against the grantor or against the grantee or against both. Nothing herein shall be construed to permit the Association to divest itself of ultimate authority with regard to its powers and duties under the Declaration or the Condominium Act, including but not limited to the establishment of budgets, assessments and rules, and the employment of legal counsel.
- B. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made. Further, liability for assessments shall not be reduced by virtue of the fact that a unit has not been used or occupied.
- C. Assessments and installments on them not paid when due bear interest at the rate of fifteen (15%) percent per annum until paid.
- D. The Association has a lien on each condominium parcel for any unpaid assessments, plus interest. Additionally, if the Association or its delegate employs an attorney for the purpose of collection of assessments or enforcement of the lien, then, in that event, the Association or its delegates shall be entitled to recover reasonable attorney's fees incurred as an incident to the collection of the assessment or enforcement of the lien. Attorney's fees shall be recoverable as an incident to collection of the assessment or enforcement of the lien through any appellate review.

The lien that the Association has on each condominium parcel shall become effective from and after the recording of a claim of lien in the Public Records of Pinellas County, Florida, stating the description of the individual condominium parcel, the name of the record owner, the amount due and the due date. The lien shall then remain in effect until all sums secured by it have been fully paid. The lien shall be valid when it has been signed and acknowledged by an officer or agent of the Condominium Association.

- E. In the event it becomes necessary to enforce collection of an amount due for assessments, the Association or its delegate may bring an action in the name of the association to foreclose a lien for assessments in the manner a mortgage on real property is foreclosed. Additionally, the Association must give at least thirty (30) days written notice to the unit owner of its intention to foreclose its lien to collect unpaid assessments. This notice must be given by delivery

- G. The Association may, in the discretion of its Board of Directors, purchase a condominium parcel at a foreclosure sale; and thereafter, the Association may hold, lease, mortgage or convey that parcel to any person or entity.
- H. When the mortgagee of a first mortgage of record, or other purchaser, of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or as a result of receiving a deed in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to the condominium parcel or chargeable to the former unit owner of the parcel which become due prior to the acquisition of title as a result of the foreclosure, unless the share is secured by a claim or lien for assessments that is recorded prior to the recording of the foreclosed mortgage, the unpaid share of common expenses or assessments are common expenses collectable from all of the unit owners including such acquirer, his successors and assigns. In no event shall this be applicable to mortgages, liens, or encumbrances other than a first mortgage of record. Provided, however, that a first mortgage acquiring title to a condominium parcel as a result of a foreclosure may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.
18. TERMINATION. All of the unit owners in fee simple, and of the owners of leasehold estates having an original term of the ten (10) years or more, may remove the condominium property from the provisions of this Declaration of Condominium and from the provisions of this Declaration of Condominium and from the provisions of Chapter 718, Florida Statutes, by an instrument to that effect duly recorded, providing, further, that all the holders of all mortgage liens affecting any of the condominium parcels must consent hereto and agree by joining in the instrument duly recorded. That their liens shall there upon be transferred to the percentage of the undivided interest of the unit owner in the property as hereinafter provided.

Upon removal of the condominium property from the provisions of this Declaration of Condominium and from the provisions of Chapter 718, Florida Statutes, the condominium property shall be deeded to be owned in common by the unit owners. Unless otherwise provided in the Declaration of Condominium, the undivided interest in the property owned in common by each unit owner shall be the percentage of undivided interest previously owned by such owner in the common elements.

19. LIMITATION OF LIABILITY. The limitation of liability of the owner of a unit for common expenses is limited to the amounts for which he is assessed for common expenses from time to time in accordance with the Declaration of Condominium and the By-Laws of the Condominium Association.
20. ADDITIONAL PROVISION. The following provisions shall have

to any apartments to any person or corporations approved by them, they shall have the right to transact on the condominium property any business necessary to consummate the sale of lease of condominium parcels including but not limited to, the right to maintain models, but not signs, employees in the office, use the common elements, and to show apartments. In the event there are unsold condominium parcels, the owners are hereby vested with the right to be the owners thereof, under the same terms and conditions as others and shall have the right to sell, rent, lease or sublease, as hereinafter set forth.

B. MAINTENANCE - The responsibility for the maintenance of the condominium property shall be as follows:

- (1) By the apartment owner - The responsibility of the apartment owner shall be as follows:
  - (a) To maintain, repair and replace at his expense, all portions of the apartment contained within the perimeter boundary of the apartment as described in this Declaration, including mechanical equipment within and outside of said apartment unit.
  - (b) Not to paint, decorate, or otherwise change the appearance, or any portion of the appearance, or the exterior of the apartment building.
  - (c) To properly report to the Association or management company, any defect, or need for repair or maintenance, for which the Association is responsible.
- (2) By the management corporation or Association - The Association, except in the event a contract is entered into with a management corporation as provided under the powers of delegation contained in this Declaration of Condominium herein, then, and in such event, the management corporation, or Association, as the case may be, shall, from the common expenses monies receive monthly and from additional assessments operate, maintain, manage, repair or replace, all portions of an apartment (except interior surfaces, exterior air conditioning, compressors and equipment and window glass) contributing to the support of the apartment building, which portion shall include, but not be limited to the outside walls of the apartment building and all fixtures on its exterior boundary walls of apartments, floor and ceiling concrete slab, load bearing columns and load bearing walls, all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portion of an apartment maintained by the Association, and all such facilities contained within an apartment that services part or parts of the condominium other than the apartment within which contained. Collect all monthly management fees due from members, all sums due from users or

lawn care, exterior cleaning, exterior painting, plumbing, carpentry and such other normal maintenance and repair work as may be necessary.

Make contracts for sewer, water, exterior lights, garbage collection, exterior electric service, vermin extermination, and other necessary services. Also place orders for such equipment, tools, appliances, materials and supplies as are necessary to properly maintain the condominium.

Cause to be placed and kept in force necessary insurance needed adequately to protect the Association, its members and mortgagees holding mortgages covering condominium parcels, as their respective interest may appear (or as required by law), including, but not limited to, elevator maintenance contracts, if applicable, public liability insurance, fire and extended coverage insurance, as is more particularly set forth in this Declaration of Condominium. The Association shall cause a flood insurance policy to be purchased which shall insure an amount sufficient to satisfy any and all mortgage holders.

Funds for the payment of the above and foregoing shall be assessed against the condominium parcel owners as common expense. In the event that no management contract is entered upon or outstanding, then the Association shall perform said services.

C. ASSESSMENTS. Assessments for the common expenses against the condominium parcel owners shall be made by the Board of Directors of the Association, and paid by the apartment owners to the Association, in accordance with the following provisions:

- (1) SHARE OF EXPENSES - The share of each unit owner shall be set forth in the annual estimated operating budget.
- (2) ADDITIONAL ASSESSMENTS - The condominium Association or its delegate is hereby vested with the authority to levy additional assessments from time to time as may be necessary for the management, operation maintenance, repair or replacement of the common elements. These additional assessments shall be paid by the condominium parcel owners to the Association in the proportions set forth herein. Nothing herein shall be construed to permit the Association to divest itself of ultimate authority with regard to its powers and duties under the Declaration of the Condominium Act, including but not limited to the establishment of budgets, assessments, and rules, and the employment of legal counsel.
- (3) ASSESSMENTS FOR TAXES AND LIENS - Liens of any nature including taxes and special assessments levied by governmental authorities which are a lien

- D. ADMINISTRATION. The Administration and management of the condominium property, including, but not limited to, the acts required of the Association by this Declaration of Condominium the maintenance, repair and operation of the common elements, the entering into of contracts on behalf of and for the benefit of the condominium property, shall be the responsibility of the Association.
- (1) POWER TO DELEGATE AUTHORITY - The Association, by and through its Board of Directors, is hereby vested with power to contract for the management and maintenance of the condominium property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf on the Association.
- (2) GOVERNING PROVISION - The Association shall be governed by the following provisions:
- (a) THE BY-LAWS OF THE ASSOCIATION - Exhibit "IV", attached hereto and made a part hereof, sets forth the existing By-Laws of the Association by which it shall be governed, provided that the said By-Laws may be amended in accordance with the provisions of this Declaration of Condominium, and Chapter 718, Florida Statutes.
- (b) COVENANTS AND RESTRICTIONS - Exhibit "IX", attached hereto and made a part hereof as set forth in full herein, sets out the existing rules and regulations, which may be amended or modified from time to time by the Association or its delegate, provided that the said rules and regulations need not be recorded as an amendment to the condominium documents. But the same shall be construed and enforced as a provision of this Declaration. Nothing herein shall be construed and enforced as a provision of this Declaration. Nothing herein shall be construed to permit the Association to divest itself of ultimate authority with regard to its powers and duties under the Declaration of the Condominium Act, including but not limited to the establishment of budgets, assessments and rules, and the employment of legal counsel.
- (3) LIABILITY - Notwithstanding the duty of the Association to maintain and repair the common elements, the

E. INSURANCE. All insurance policies, excepting title insurance, upon the common elements, shall be purchased by the Association for the benefit of the condominium parcel owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of mortgage endorsements to the holders of first mortgages upon the condominium parcel or parcels, and, if the insurance company will agree, shall provide that the insurer waive his right of subrogation against or between the individual condominium parcel owners, the Association, or its delegate. Such policies and endorsements shall be held by the Association or its delegate.

- (1) ADDITIONAL INSURANCE - Each condominium parcel owner may obtain additional insurance at his expense, affording coverage upon his apartment, personal property, and for his personal tort liability for the interior of his apartment.
- (2) CONDOMINIUM PROPERTY COVERAGE - The Association, or its delegate, shall keep insured the condominium property in a good and responsible insurance company, or companies, licensed to do business in the State of Florida, and non-assessable, against destruction or loss or damage by fire or other casualty, in a sum not less than eighty (80%) percent of the insurable replacement value thereof, exclusive of foundation and land.

All policies issued and renewals thereof on said condominium property, and all improvements to the amount of eighty (80%) percent of the insurable or replacement value thereof, as aforesaid, are to be assigned to, and in case of loss, be made payable to the various persons and corporations having an interest therein, as their respective interest may appear.

In the event that a condominium parcel, or parcels, shall be damaged or destroyed by fire, or other insured casualty, the Association or its delegate shall cause to be commenced within six (6) months from the date of the payment of damages by the insurer and completed within a reasonable time, the repair, restoration and/or rebuilding of the building, or buildings or improvements, so damaged or destroyed, with a building or buildings or improvements substantially in conformity with the original building or buildings or improvements.

The building or buildings involved shall be repaired to a condition as comparable as possible to their condition just prior to the damage. In the event of destruction in excess of fifty (50%) percent of the permanent building or buildings contained within the condominium property by fire or other perils, and all persons entitled to vote on amendments to the Declaration of Condominium and By-laws as provided

- F. **LIABILITY INSURANCE.** The Association or its delegate shall maintain a general liability policy in a mutual or stock company or companies, licensed to do business in the State of Florida and non-assessable, insuring the various persons and corporations having an interest in any part or all of the condominium property, affording a protection to the limit of \$100,000.00 in the event of death or injury in any one accident; and to the limit of not less than \$10,000.00 in the event of damage to any property. Policies subject to \$1,000.00 deduction shall be deemed satisfactory. Said liability insurance policy shall not apply or afford protection to any such individual person or persons or corporation, on liability arising out of such portions of the condominium property of which such individual, person or corporation has exclusive possession, and to which the common access is denied to other members of the condominium or general public.
- G. **RECONSTRUCTION OR REPAIR.** Reconstruction or repair of casualty damage within an apartment where casualty damage occurs within the boundaries of an apartment of which the apartment owner has the responsibility to maintain, such owner or owners of the apartment or apartments so damaged shall repair the same within one hundred (100) days of the casualty loss and shall bear the cost of such repair; providing, however, that in the event said condominium parcel owners fail to so repair the damage, the Association or its delegate may pay for the repairs and assess the costs therefore against such condominium parcel owner, and the same shall be a lien against the condominium parcel in the same manner as other liens and assessments.
- H. **REAL PROPERTY TAXES AND SPECIAL ASSESSMENTS ON CONDOMINIUM PARCELS.** Real Property taxes and special assessments shall be assessed and collected on the separate condominium parcels and not on the condominium property as a whole.
- I. **USE RESTRICTIONS.** Subject to the provisions contained hereinabove, the condominium property shall be used only for single family residences. No nuisances shall be allowed upon the condominium property, nor use or practice which is the source of annoyance to residents, or which interferes with the peaceful possession of the other condominium parcel owners. Reasonable rules and regulations, as hereinabove provided, concerning the use of the condominium property, may be made and amended from time to time by the Association or its delegate. No apartment may be divided or subdivided into a small unit, nor may any portion of a parcel be sold or otherwise transferred, without first amending this Declaration of Condominium to show the change in the apartments to be affected.
- J. **MAINTENANCE OF COMMUNITY INTEREST.** In order to maintain a community of congenial residents who are financially responsible and thus who will protect the value of the apartments, THE TRANSFER OF APARTMENTS BY ANY OWNER OF A CONDOMINIUM PARCEL, OTHER THAN ONE WHO HAS ACQUIRED HIS TITLE BY MEANS OF A FORECLOSURE OF A FIRST MORTGAGE OR BY

- (1) SALE - No apartment owner may dispose of an apartment or any interest therein without approval of the Association.
- (2) GIFT - If any apartment owner shall acquire his apartment by gift, the continuance of this ownership of such apartment shall be subject to the approval of the Association.
- (3) DEVISE OR INHERITANCE - If an apartment owner shall acquire his apartment by devise or inheritance, the continuance of his ownership of such apartment shall be subject to the approval of the Association, subject to the exception listed in 5(b) below.
- (4) OTHER TRANSFERS - If an apartment owner shall acquire his apartment by any manner not considered in the foregoing sub-sections, the continuance of his ownership of such apartment shall be subject to the approval of the Association, excepting for apartments held in joint tenancy, estate by entirety or tenants in common.
- (5) APPROVAL BY ASSOCIATION - Approval of the Association is required for the transfer of ownership of apartments shall be majority vote of the Board of Directors and shall be obtained in the following manner:
  - (a) SALE OR ASSESSMENT - As apartment owner intending to make bona fide sale or transfer of his apartment, or any interest therein, shall give to the Association notice of such intention, together with the name and address of the intended purchaser, and such other information concerning the intended purchaser as the Association Board of Directors may reasonably require. All notices given hereunder shall be accompanied by an executed copy of the proposed contract for the sale of the unit and delivered to the chairman.
  - (b) GIFT, DEVISE OR INHERITANCE, OTHER TRANSFER - An apartment owner who has obtained his apartment by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association such notice of the acquiring of such apartment, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's interest (except that this provision does not apply to transfers to the spouse or survivor spouse of a Unit Owner).
  - (c) FAILURE TO GIVE NOTICE - If the above required notice to the Association or delegate is not given, then, at any time after receiving knowledge of the ownership or possession, or otherwise to any apartment, the Association, at its election,

If approved, the approval shall be so stated in a certificate executed by the Chairman or Vice-Chairman, the Board of Directors of the Association or delegate which shall thereafter be recorded in the public records of Pinellas County, Florida, at the expense of the purchaser or assignee.

- (b) GIFT, DEVISE, INHERITANCE OR OTHER TRANSFER - If the apartment owner giving notice has acquired his apartment by gift, devise, inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information, the Association must either approve, or disapprove the continuance of the apartment owner's ownership of the apartment. If approved, the approval shall be stated in a certificate executed by the Chairman or Vice-Chairman of the Board of Directors of the Association or delegate, which approval shall thereafter be recorded in the public records of Pinellas County, Florida, at the expense of the apartment owner.
- (7) DISAPPROVAL BY ASSOCIATION - If the Association or delegate shall disapprove a transfer of the ownership of an apartment, the matter shall be disposed of in the following manner:
  - (a) SALE OR ASSIGNMENT - If the proposed transaction is a sale or assignment, and if notice of such sale given by the apartment owner shall so demand, then, within thirty (30) days after receipt of such notice and information, the Association or delegate shall deliver, or mail by certified or registered mail, to the apartment owner, an agreement to purchase the apartment by the Association or delegate or by a purchaser approved by the Association, who will purchase, and to whom the apartment owner must sell the apartment upon the following terms:
    - (i) At the Option of the purchaser, or the Association delegate, to be stated in the agreement, the price to be paid shall be that price stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing laws of the State of Florida governing arbitration agreements, presently being Chapter 682, Florida Statutes, commonly known as The Florida Arbitration Code.

That the Association and the apartment owner shall each select one arbitrator, and the two arbitrators so selected shall select a third arbitrator, and the three arbitrators shall base their determination upon average of their appraisals of the apartment; and a

- (ii) If the Association shall fail to provide a purchaser upon the demand of an apartment owner in the manner provided, or if the purchaser furnished by the Association, or the Association itself, shall default its agreement to purchase, then, notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval, as elsewhere provided, which shall be recorded in the public records of Pinellas County, Florida, at the expense of the purchaser.
  
- (b) GIFT, DEVISE OR INHERITANCE, OTHER TRANSFERS - If the apartment owner giving notice has acquired his title by gift, devise, inheritance, or in any other manner, then within thirty (30) days after receipt from the apartment owner of notice and information required to be furnished, the Association shall deliver or mail by certified or registered mail to the apartment owner, an agreement to purchase the apartment concerned by a purchaser approved by the Association or by the Association itself, who will purchase and to whom the apartment owner must sell the apartment on the following terms:
  - (i) The sales price shall be the fair market value determined by agreement between the seller and the purchaser of the Association or delegate, within thirty (30) days of delivery or mailing of such agreement. In the absence of agreement as to price, the fair market value shall be determined by arbitration in accordance with the then existing laws of the State of Florida governing arbitration agreements, presently being Chapter (682), Florida Statutes, commonly known as the Florida Arbitration Code.

That the Association and apartment owner shall each select one arbitrator, and the two arbitrators so selected shall select a third arbitrator and the three arbitrators shall base their determination upon the average of their appraisals of the apartment; and the judgement of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. The sale shall thereafter close within thirty (30) days after mailing of the agreement, the purchase price being payable in cash.

- (ii) If the Association shall fail to provide a

the Association itself, shall default in its agreement to purchase, then, notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval, as elsewhere provided, which shall be recorded in the public records of Pinellas County, Florida, at the expense of the purchaser.

- (c) Notwithstanding the above, whenever it becomes necessary to place a value on any real property, the arbitrators chosen shall be MAI real property appraisers.
- (8) UNAUTHORIZED TRANSACTIONS - Any sale or mortgage not authorized pursuant to the terms of this Declaration of Condominium shall be void unless subsequently approved by the Association or delegate. In the event any mortgage is placed on property in violation of the terms of Paragraph "K", then said mortgage shall be subordinate and inferior to any claim the Association may have for condominium expenses.
- L. COMPLIANCE AND DEFAULT - Each apartment owner shall be governed by and shall comply with the terms of this Declaration of Condominium, By-Laws and rules and regulations filed herewith, or as may be adopted from time to time pursuant to the authority herein vested. Failure of any such apartment owner to comply with such documents and regulations shall entitle the Association or other apartment owners to the following relief, in addition to the remedies provided by the condominium law:
  - (1) NEGLIGENCE - An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family, or his or their guest, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An apartment owner shall pay the Association the amount of increase in its insurance premiums occasioned by its use, misuse, occupancy or abandonment of an apartment, or its appurtenance, or of the common elements, by the apartment owner.
  - (2) COSTS AND ATTORNEYS FEES - In any proceeding arising because of an alleged failure of an apartment owner, occupant, or lessee, to comply with the terms of the Declaration of Condominium, By-Laws and rules and regulations, as may be adopted from time to time, the Association, or its delegate, shall be entitled to recover the costs of the proceeding, together with reasonable attorney's fees to be determined by the court, only if the Association prevails in the suit.
  - (3) NO WAIVER OF RIGHTS - The failure of the Association, its delegates, or any apartment owner to enforce any covenants, restrictions, rules and regulations or

- M. COVENANTS RUNNING WITH THE LAND - All of the provisions of this Declaration of Condominium, By-Laws and rules and regulations, as the same may be amended from time to time, shall be construed to be covenants running with the land, and every condominium parcel owner or tenant, his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions contained therein.
  
- N. MORTGAGE FORECLOSURES - In the event proceedings are instituted to foreclose any mortgage on any condominium parcel, the Association or one or more condominium parcel owner shall have the right to purchase such condominium parcel at the foreclosure sale for the amount set forth to be due the mortgagee in the foreclosure proceeding. Nothing herein contained shall preclude a national or state bank, a federal savings and loan association, a life insurance company or a vendor-mortgagee from owning a condominium parcel, and such mortgagee shall have an unrestricted, absolute right to accept title to the condominium parcel in settlement and satisfaction of said mortgage, or to foreclose the mortgage in accordance with the terms thereof and the laws of the State of Florida, and to bid upon said condominium parcel at the foreclosure sale. In the event of the above, the mortgagee taking title of such foreclosure sale, or taking title in lieu of foreclosure sale, may acquire such condominium parcel and occupy the same and sell the same without complying with the restriction limiting the occupancy of said property to persons approved by the Association or its delegate. In the event the Association purchases a condominium parcel pursuant to the provisions of this paragraph, all sums expended shall be a common expense.
  
- O. RESIDENT AGENT - The resident agent of the Association to receive service of process is DREW RAMSEY, whose business address is 19440 Gulf Boulevard, Indian Shores, Florida, who shall serve until he resigns, but shall serve after resignation until his replacement has been designated by the Board of Governors and name and resident address of the replacement agent are filed in the office of the Clerk of the Circuit Court in Pinellas County, Florida.
  
- P. BOARD OF DIRECTORS - The Board of Directors of the Condominium Association shall consist of the following persons:

<u>NAME</u>	<u>ADDRESS</u>
Drew Ramsey	19440 Gulf Boulevard Indian Shores, Florida
Robert Diez	19440 Gulf Boulevard Indian Shores, Florida
Yolanda J. Ramsey	19440 Gulf Boulevard Indian Shores, Florida

and the above named individuals, or any successor thereof,

Vacancies in the original Board of Directors may be filled by appointment by the remaining Directors, to serve the unexpired term. Provided, however, that should it be determined that the above does not express the provisions of Chapter 718.301 Florida Statutes, then in that event, the following shall apply:

- (1) When unit owners other than the developer own fifteen (15%) percent or more of the units that will be operated ultimately by an Association, the unit owners other than the developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit owners other than the developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales by the developer have been closed on fifty (50%) percent of the units that will be operated ultimately by the Association or three (3) months after sales have been closed by the developer of ninety (90%) percent of the units that will be operated ultimately by the Association.

- Q. GENERAL PROVISIONS.- In the event that the Association shall avail itself of the privilege of delegating and contracting its managerial duties, powers and authorities as provided for in the Declaration of Condominiums and retaining at all times the powers and duties granted by the Condominium documents and the Condominium Act, the word "Association" shall be interchanged with and a substitute for the term "Management Company" or "Delegation", (Where the contents so requires) in order to be consistent with the provisions hereof and any management company. Nothing herein shall be construed to divest itself of ultimate authority with regards to its powers and duties under the declaration or the condominium act including but not limited to the making of assessments, formulation of rules, establishment of budgets for the management and maintenance and to authorize management agent to assist the Association in carrying out its powers and duties. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the condominium act. If the Association employs said management corporation, then it shall enter into a management agreement with management company.

Should any of the provisions of the Declaration of Condominium or any of the covenants, conditions, or restrictions herein imposed be void or become unenforceable at law or in equity, the remaining provisions of this Declaration of Condominium shall, nevertheless, be and remain in full force and effect.

The breach of any of the foregoing provisions, restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of said property, but said provisions, conditions, restrictions, and covenants shall be binding upon and effective against any such mortgagee or trustee or owner thereof whose title thereto, or whose grantee's title thereto is or was acquired by foreclosure, trustee's sale

R. TYPE OF AND DESCRIPTION OF DEVELOPMENT - This condominium is not part of a phase project.

(1) There will be forty (40) units plus one (1) unit/office to be used by the rental agent plus certain designated storage facilities. The storage rooms will be part of the rental unit/office and neither the rental agent's unit/office or these certain designated storage rooms shall be common elements.

S. AUTHORITY TO CONTRACT FOR MANAGEMENT AND MAINTENANCE - The Association may contract for the management and maintenance of the condominium property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association. If the Association employs said management, then it shall enter into a management agreement with the management company.

T. PLACEMENT OF "FOR RENT" OR "FOR SALE" SIGNS - Individual apartment owners may not place "For Rent" or other such rental signs on the premises. However, the rental agent may place "For Rent" or rental signs on the premises. Additionally, the rental agent may place "For Sale" signs or other such signs on the premises; however, the individual apartment owner shall not be permitted to do so. This is done in order to establish uniformity and in order to maintain a congenial atmosphere.

U. MAINTENANCE AND UPKEEP EXPENSES - All expenses for maintenance and upkeep of the common areas as well as pest control services for the common areas, garbage collection, gas, sewer and electrical expenses shall be common expenses of the condominium.

This Declaration of Condominium, and the attached hereto made and entered into this 27<sup>th</sup> day of December 19 79.

Witnesses:

~~Josephine Daniels~~  
~~Robert [unclear]~~

~~Josephine Daniels~~  
~~Robert [unclear]~~

~~Josephine Daniels~~

SEAGATE JOINT VENTURE

By: Drew Ramsey  
DREW RAMSEY

By: George B. Karpay  
GEORGE B. KARPAY

By: Raddy T. Vaddav  
RADDY T. VADDAV