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MASCARA  
Florida Federal Bldg  
St. Petersburg, Florida 33701

THIS IS NOT A  
DECLARATION OF CONDOMINIUM

INT TAX

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REC CLK

JAMES F. TAYLOR, JR.  
CLERK CIRCUIT COURT  
RECORDING DEPT.  
HILLSBOROUGH CO.  
TAMPA, FL 33601

FOR  
YARDARM

CONDOMINIUMS

16113252

CODES

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SUBMISSION STATEMENT

REMKE DEVELOPMENT, INC., a Florida corporation, herein-after called "the Developer" for itself, its successors, grantees and assigns, being the fee simple title holder to the real property described as Phase 1 in Exhibit "A", attached hereto and made a part hereof, hereby states and declares that said property, as Phase 1, is submitted to condominium ownership, pursuant to the requirements of Chapter 718 of the Statutes of the State of Florida, which is in effect at the time of this submission, hereinafter sometimes referred to as the "Condo-minium Act", the provisions of which are hereby incorporated by reference as is fully set forth herein, and does hereby file for record this Declaration of Condominium.

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall be non-exclusive and perpetual unless sooner terminated as provided herein, or in the Condominium Act, and shall be binding upon all unit owners, as hereinafter defined, and their grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns; and all parties claiming by, through or under such persons agree to be bound by the provisions hereof and the Bylaws of the Association. Both the burdens imposed and the benefits granted shall run with each unit and interests in the common elements.

1. Name

1.01 The name of the condominium is: YARDARM CONDOMINIUMS.

1.02 The name of the unit owners' Association is YARDARM CONDOMINIUM ASSOCIATION, INC., a nonprofit Florida corporation, hereinafter referred to as the "Association".

1.03 The resident or registered agent designated to receive service of process upon the Association is ERNEST L. MASCARA, whose address is Florida Federal Building, 10th Floor, Fourth Street and Central Avenue, St. Petersburg, Florida 33701.

2. Land

The land comprising this Condominium is described on Exhibit A, attached hereto and made a part hereof, as is fully set forth herein.

3. Definitions

The terms used in this Declaration and in its Exhibits, including the Bylaws of the Association shall be defined in accordance with the provisions of Section 718.103, Florida Statutes, and as follows unless the context otherwise requires:

....Condominium plats pertaining hereto are filed in Condominium Plat Book 3, Pages 25 thru inclusive....

3.01 "Assessment" - means a share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owner.

3.02 "Association" - means the corporate entity described in Article 1.02 hereof, and its successors, which is responsible for the operation of the condominium.

3.03 "Board of Directors" means the board of administrators or other representative body responsible for administration of the Association.

3.04 "Bylaws" - means the Bylaws for the government of the condominium as they exist from time to time.

3.05 "Common Elements" - means the portions of the condominium property not included in the units.

3.06 "Common Expenses" - means the expenses and assessments properly incurred by the Association for the condominium.

3.07 "Common Surplus" - means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits, and revenues on account of the common elements, over the amount of common expenses.

3.08 "Condominium" - means that form of ownership of condominium property under which units are subject to ownership by one or more owners, and there is appurtenant to each unit as a part thereof an undivided share in the common elements.

3.09 "Condominium Parcel" - means a unit together with the undivided share in the common elements which is appurtenant to the unit.

3.10 "Condominium Property" - means and includes the lands that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all rights appurtenant thereto intended for use in connection with the Condominium.

3.11 "Declaration of Condominium" - means the instrument or instruments by which a condominium is created, and such instrument or instruments as they are from time to time amended. Throughout this instrument "Declaration of Condominium" shall be called the "Declaration".

3.12 "Developer" - means Remke Development, Inc. solely.

3.13 "Limited Common Elements" - means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

3.14 "Mortgagee" - means a bank, savings and loan association, insurance company, mortgage company or other like business entity and all purchase money first mortgagees. The term "mortgagee" shall also be deemed to mean "institutional mortgagee" and "institutional first mortgagee".

3.15 "Operation" or "Operation of the Condominium" - means and includes the administration and management of the condominium property.

3.16 "Residential Condominium" - means a condominium comprised of condominium units any of which are intended for use as a private residence, domicile or homestead.

3.17 "Unit" - means a part of the condominium property which is to be subject to private ownership, as designated on Exhibits attached to and made a part of this Declaration.

3.18 "Unit Owner" or "Owner of a Unit" - means the owner of a condominium parcel.

3.19 "Utility Service" - means, as the case may be, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal.

Whenever the context so permits, the use of the singular shall include the plural, and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

4. Description - The condominium is described as follows:

4.01 A survey of the land submitted to condominium ownership, is set forth on Exhibit "A", attached hereto. A graphic description of Phase 1 as to the improvement or improvements in which units are located and the identification of each unit by letter, name or number, so that no unit bears the same designation as any other unit, and the plot plan thereof, all in sufficient detail to identify the common elements and each unit and their respective locations and approximate dimensions is attached hereto as Exhibit "A". The construction of Phase 2, Phase 3 and Phase 4 has not begun as of the recording date of the Declaration. The Developer reserves the right to amend the Declaration to show substantial completion of Phase 2, Phase 3 and Phase 4 when such occurs.

4.02 Completed units within each substantially completed building in a phase may be conveyed to purchasers, notwithstanding that other buildings in the condominium are not substantially completed, provided that all planned improvements, including, but not limited to, landscaping, utility services and access to the unit, and common element facilities serving such building, as set forth in the Declaration, are first completed and the Declaration of Condominium is first recorded and provided that as to the units being conveyed there is a certificate of a surveyor. This section shall not, however, operate to require development of improvements and amenities declared to be included in future phases, prior to conveying a unit as provided herein.

4.03 The Developer reserves the right to change the interior design or arrangement of all units as long as the Developer owns the units so changed and altered, provided such change shall be reflected by an amendment of this Declaration; any amendment for such purpose need be signed and acknowledged only by the Developer and mortgagee, if any, and need not be approved by the Association, contract vendees, unit owners, or by the condominium, anything herein to the contrary notwithstanding.

4.04 The following nonexclusive easements are expressly granted and/or reserved in favor of the owners and occupants of any condominium unit, their guests and invitees, to-wit:

(1) Utilities: Blanket nonexclusive easements are reserved throughout the condominium property as may be required for utility services in order to adequately serve the condominium area. In the event any unit, recreation area, common or limited common element encroaches upon any utility easement either granted or reserved hereby, by plat or otherwise, such encroachment shall entitle the owner or owners of such encroaching property and their mortgagees, if any, to an automatic nonexclusive easement on said utility easement for as long as such encroachment shall continue.

(2) Encroachments: In the event that any unit shall encroach upon any of the common elements or any other unit for any reason other than the intentional act of the unit owner or in the event that any common element shall encroach upon any unit, then an automatic nonexclusive easement shall exist to the extent of such encroachments so long as the same shall continue.

(3) Traffic: An easement shall exist for pedestrian traffic over, through, and across sidewalks, paths, walks, halls, if any, and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through, and across such portions of the common elements as may from time to time be paved and intended for such purposes, and such easements shall be for the use and benefit of the unit owners and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the condominium property except to the extent that the space or spaces may be specifically designated and assigned for parking purposes.

(4) Maintenance: Blanket nonexclusive easements are reserved throughout the common and limited common areas of the condominium property, for maintenance purposes in order to adequately maintain such areas.

(5) Access: Each unit owner and any officer, agent, employee or designee of the Association or member of the Board of Directors of the Association shall have access across any limited common elements for the purpose of ingress and egress.

(6) Roads: All unit owners and occupants of any condominium unit, their guests and invitees shall have an easement over any private roads constructed on the condominium property, if any.

(7) Mortgages: In the event any easements, herein referred to, are encumbered by a lien, or other than those on the condominium parcels, such liens shall be required to be subordinate or made subordinate to the use-rights of any condominium unit owner or owners whose condominium parcel is not also encumbered by said lien. In the alternative, an appropriate non-disturbance agreement may be executed and recorded providing at least in part that the use-rights shall not be terminated with respect to any unit owner or owners whose units have not been foreclosed for default.

4.05 Unit Boundaries: Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit as follows:

(1) The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with perimetrical boundaries.



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(a) Upper Boundaries: The horizontal plane of the undecorated finished ceiling.

(b) Lower Boundaries: The horizontal plane of the undecorated finished floor.

(2) Perimetrical Boundaries: The perimetrical boundaries of the unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(a) Exterior Building Walls: The intersecting vertical planes adjacent to and which include the undecorated interior surface of the outside walls of the unit building bounding the unit and fixtures thereon, and when there is attached to the building or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(b) Interior Building Walls: The undecorated interior surfaces extending to the intersections with other perimetrical boundaries.

(c) Limitation: The owner of each condominium unit shall not be deemed to own the decorated and finished surfaces of the exterior perimeter walls, or the undecorated and/or unfinished surfaces of the perimeter floors and ceilings surrounding his respective condominium unit, nor shall the owner be deemed to own pipes, wires, conduits, air passageways and ducts or other public utility lines running through or adjacent to said condominium unit which are utilized for or serve more than one condominium unit or the common areas, which items are by these presents hereby made a part of the common elements. However, said owner shall be deemed to own the walls and partitions which are contained within said owner's condominium unit, as herein defined, and shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, and so forth.

(3) Any air conditioning equipment which serves only a single unit shall be considered part of said unit and not a common element.

## 5. Phase Development

5.01 The Condominium declared herein shall be a phase condominium in accordance with §718.403, Florida Statutes, and the Developer is presently submitting Phase 1 to the condominium form of ownership. The Developer plans to submit three additional phases in the future in accordance with Exhibit "A" attached hereto and by this reference made a part hereof. Provided, however, the Developer shall have no obligation to submit Phase 2, Phase 3, and Phase 4 to the condominium form of ownership with this Declaration and the future development of Phase 2, Phase 3, and Phase 4 shall be at the sole discretion of Developer. Developer's Phase Project Statement is attached to this Declaration as Exhibit "D" and by this reference made a part hereof. Reference should be made to Exhibit "D" for information concerning phasing for this condominium.

5.02 The impact which the completion of subsequent phases would have upon the initial phase submitted herewith would be that the percentage ownership in the common elements would be reduced in accordance with Exhibit "B" hereof.

5.03 The time period within which each phase shall be completed is more particularly set forth in Exhibit "D" attached hereto. In addition, the number and general size of units to be included in each phase is described therein subject to change by Developer.

5.04 The land which may become part of the condominium and the land on which each phase is to be built is set forth in Exhibit "A" attached hereto.

5.05 Each unit's percentage ownership in the common element as each phase is added is more particularly set forth in Exhibit "B" hereof.

5.06 The recreation areas and facilities to be owned as common elements by all unit owners and all personal property to be provided may be changed by virtue of the Developer not constructing any future phase as set forth below.

If Phase 1 is built, said unit owners shall own one (1) tennis court, said court being held as part of the common elements.

If Phase 1 and Phase 2 are built, said unit owners shall own one (1) tennis court and one (1) swimming pool as part of the common elements.

If Phase 1, Phase 2, and Phase 3 are built, said unit owners shall own one (1) tennis court and two (2) swimming pools as part of the common elements.

If all four (4) phases are completed, said unit owners shall own two (2) tennis courts and two (2) swimming pools as part of the common elements.

5.07 The membership vote and ownership in the Association attributable to each unit shall be one vote per unit regardless of whether any future phase is not constructed.

5.08 Time-Share estates cannot be created with respect to units in any phase.

## 6. Amendment of Declaration

6.01 This Declaration may be modified or amended by complying with §718.110, Florida Statutes.

6.02 Anything herein to the contrary notwithstanding, the Developer expressly reserves the right to amend this Declaration in order to correct any legal description contained herein which may be incorrect by reason of a scrivener's or surveyor's error. Such error may be, among other things, the failure to designate an appropriate undivided share of the common expenses or that all of the common expenses or interest in the common surplus or all of the common elements in the condominium have not been distributed in this Declaration such that the sum total of the shares of common elements which have been distributed or the sum total of shares of the common expenses or ownership of common surplus fail to equal 100 percent or if more than 100 percent of common elements or common expenses or ownership of the common surplus shall have been distributed. The Developer may amend this Declaration as aforesaid by filing an amended legal description (or descriptions) as an amendment to this Declaration among the Public Records of Hillsborough County, Florida, which amendment (or amendments) shall expressly describe the legal description which is being corrected (by reference to the exhibit contain-

ing said legal description or otherwise) in addition to the corrected legal description. Such amendment (or amendments) need be executed and acknowledged only by the Developer and need not be approved by the Association, unit owners, lienors, or mortgagees of units of the Condominium, except for the written consent of the affected mortgagee. As part of any such amendment, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be the scrivener or the surveyor, which affidavit shall set forth that: (1) said individual made an error in the legal description, (2) the error is corrected by the description contained in the amendment, and (3) it was the intent at the time of the incorrect original legal description to make that description such as is contained in the new amendment. Also, the Developer may amend this Declaration without consents by the unit owners or mortgagees to add future phases as contemplated hereby and to evidence substantial completion of the phase submitted.

#### 7. Termination of Condominium

7.01 Unless otherwise provided herein, all of the unit owners may remove the condominium property from the provisions of the Condominium Act by complying with §718.117, Florida Statutes.

#### 8. Equitable Relief

In the event of substantial damage to or destruction of all or a substantial part of the condominium property, and in the event the property is not repaired, reconstructed or rebuilt within a reasonable period of time, any unit owner or institutional mortgagee shall have the right to petition a court of equity having jurisdiction in and for Hillsborough County, Florida, for equitable relief, which may, but need not necessarily, include a termination of the condominium and a partition.

#### 9. Enforcement of Maintenance

In the event the owner of a unit fails to maintain it as required in this Declaration, or otherwise violates the provisions thereof, the Association or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the unit in good condition, to collect such assessment and have a lien for same as provided in Article 18 herein. After such assessment, the Association, its employees, or agents shall have the right to enter the unit and do the necessary work to enforce compliance with the above provisions.

#### 10. Limited Common Elements

10.01 There are limited common elements appurtenant to certain of the units in this condominium, such as patios, balconies, carports, and/or boat slips as assigned by the Developer, as shown and reflected on the Survey, Floor and Plot Plans set forth on Exhibit "A" attached hereto. The Developer contemplates constructing certain boat slips on the condominium property and said boat slips shall become limited common elements and they shall be used exclusively by unit

owners who receive an assignment from the Developer either at closing or subsequent to closing. The Developer retains the absolute right to assign these boat slips for consideration and the Association shall maintain a roster of unit owners who have the exclusive right to use their boat slip. This assignment shall not be placed of public record. Upon assignment the boat slip shall be deemed a limited common element. The pier only shall remain a common element. These limited common elements are reserved for the use of the units appurtenant thereto to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the limited common elements so appurtenant. Expenses of maintenance and repair relating to such limited common elements shall be borne by and assessed against the individual unit owner. The unit owners who will use the slips shall pay to the Association a monthly maintenance charge as set forth in Exhibit "D" of this Declaration or such other amounts as the Association deems appropriate in the future for expenses, maintenance, upkeep and repair of the boat slips. Furthermore, the unit owners who will be assigned boat slips shall have the right to assign their boat slip(s) to the Association, or any member thereof.

10.02 The Developer shall have the right to assign parking spaces or garages, as the case may be, to the unit owners and thereafter either designate such space with corresponding unit number of the unit owner or utilize such other designation as it shall deem appropriate. Upon such assignment, such parking space shall be deemed a limited common element. Such assignment shall not be recorded in the Public Records of Hillsborough County, Florida, but a separate roster shall be kept by the Association as to assigned parking spaces on garages. All unassigned parking spaces are common elements.

## 11. Insurance

The insurance, other than title insurance, which shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

11.01 Liability Insurance: The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the common elements of the condominium, and insuring the Association and the common owners, as its and their interests appear, in such amount as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be \$100,000/\$300,000/\$10,000. Said insurance shall include, but be not limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverages. All liability insurance shall contain cross-liability endorsement to cover liabilities of the unit owners as a group to a unit owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a common expense.

### 11.02 Casualty Insurance:

(1) Purchase of Insurance: The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the condominium, including personal property owned by the Association, in and for the interest of the Association and all unit owners and their mortgagees, as their interests may appear, in a company accept-

able to the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Directors of the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and be charged as a common expense. The company or companies, with which the Association shall place its insurance coverage, as herein provided, must be good and responsible companies, authorized to do business in the State of Florida. The institutional mortgagee having the highest dollar of indebtedness on units in the condominium property, may have the right to approve the policies, the company or companies who are the insurers under the insurance placed by the Association, and the amount thereof (all rights granted to mortgagee in this paragraph shall be referred to as "Mortgagee's Insurance Rights").

(2) At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then these rights of approval and designation shall pass to the institutional first mortgagee originally having the next highest dollar indebtedness on units in the condominium property, and in the absence of the action of said mortgagee, the Association shall have said right without qualification.

11.03 Loss Payable Provision: All policies purchased by the Association shall be for the benefit of the Association, all unit owners, and their respective mortgagees, as their interests may appear. Such policies shall be deposited with the Association. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Association. The Association shall be liable for the payment of premiums and for the renewal, the sufficiency of policies, the failure to collect any insurance proceeds, and the form or content of the policies. The duty of the Association shall be to receive such proceeds as are paid and hold the same for the purposes herein stated, and for the benefit of itself, the unit owners, and their respective mortgagees (hereinafter sometimes collectively referred to as "beneficial owners"), in the following shares but such shares need not be set forth upon the records of the Association:

(1) Common Elements: Proceeds on account of damage to common elements - an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

(2) Condominium Units: Proceeds on account of condominium units shall be in the following undivided shares:

(a) Partial Destruction - when units are to be repaired and restored - for the owners of the damaged units in proportion to the cost of repairing the damage suffered by each unit owner.

(b) Total destruction of condominium improvements, or where "very substantial" damage occurs and the condominium improvements are not to be restored, as hereinafter provided in this Article 11, for the owners of all condominium units, each owner's share being in proportion to his share in the common elements appurtenant to his condominium unit.

(3) Mortgagees: In the event an institutional mortgage encumbers a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner, as their interests may appear; provided, however, that no mort-



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gagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

11.04 Distribution of Proceeds: Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners and expended or disbursed in the following manner:

(1) Reconstruction or Repair: If the damage, for which the proceeds were paid, is to be repaired and restored, the proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners (or retained, pursuant to Paragraph 11.08 below). All remittances to unit owners and their mortgagees shall be payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by the same. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of reduction of its mortgage debt.

(2) Failure to Reconstruct or Repair: If it is determined, in the manner herein provided, that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the beneficial owners; remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by the same. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus in the manner provided in this Article 11, or retained pursuant to Paragraph 11.08 herein.

(3) Certificate: In making distribution to unit owners and their mortgagees, the Association may rely upon a certificate of ownership as to the names of the unit owners and their respective shares of the distribution, approved in writing by an attorney authorized to practice law in the State of Florida, or a title insurance company or abstract company authorized to do business in the State of Florida.

11.05 Loss Within a Single Unit: If loss shall occur within a single unit without damage of the common elements, the insurance proceeds shall be distributed to the beneficial unit owner with remittances to said unit owner and his mortgagee being payable jointly. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by the same; provided, however, such remittance shall be made solely to an institutional first mortgagee in the event its mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. Upon the payment of such remittance, the unit owner shall be fully responsible for the restoration of his unit.

11.06 Loss Less than "Very Substantial": Where a loss or damage occurs to more than one unit, to the common elements, or to any unit or units and the common elements, but said loss is less than "very substantial" (as hereinafter

defined), it shall be obligatory upon the Association and the unit owners to repair or restore the damage caused by said loss. Where such loss or damage is less than "very substantial":

(1) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(2) If the damage or loss is limited to the common elements, with no, or inconsequential damage or loss to any individual unit and if such damage or loss to the common elements is less than \$3,000, the insurance proceeds shall be payable to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(3) Subject to the provisions of subparagraph (6) herein, if the damage or loss involves any individual unit as well as the common elements, or if the damage is limited to the common elements alone, but is in excess of \$3,000, the insurance proceeds shall be disbursed by the Association for the repair and restoration of the property; provided, however, that upon the request of the original institutional first mortgagee, the written approval shall also be required of the institutional first mortgagee owning and holding the first mortgage encumbering a condominium unit, so long as it owns and holds any mortgage encumbering a condominium unit. At such time as the original institutional first mortgagee having the greatest number of first mortgages on the condominium property is not the holder of a mortgage on a unit, then this right of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the condominium property. Should written approval be required as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the Association. The Association may rely upon the above-referenced certificate and the aforesaid institutional first mortgagee, if said institutional first mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver bills and waivers of mechanics' liens to the Association, and the Association may require that the aforesaid institutional first mortgagee execute and affidavit evidencing the same. In addition to the foregoing, the institutional first mortgagee whose approval may be required, as aforesaid, shall have the right to require the Association to obtain a completion, performance, and payment bond in an amount and with a bonding company authorized to do business in the State of Florida which is acceptable to said mortgagee.

(4) Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(5) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof, if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to the unit owners' share in the common elements, for that portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual unit owners, for that portion of the deficiency as is attributable to his individual unit; provided, however, that if the Board of Directors finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific individual unit which has been damaged, then the Board of Directors shall levy the assessment for the total deficiency against all of the unit owners in proportion to the unit owners' share in the common elements, just as

though all of said damage had occurred in the common elements. The special assessments funds shall be delivered to the Association and added to the proceeds available for the repair and restoration of the property.

(6) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan; provided, however, this provision may be waived by the Board of Directors in favor of any institutional first mortgagee upon request therefor at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the unit owner shall be obliged to replenish the funds so paid over, and said unit owner and his unit shall be subject to special assessment for such sum.

11.07 "Very Substantial Damage": As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4) or more of the total unit space in any building comprising the condominium property is rendered untenable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of insurance coverage on any of said buildings becomes payable. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof. Should such "very substantial" damage occur, then:

(1) If such very substantial damage has occurred to the building, and in the absence of any determination to abandon the condominium as herein provided, then all of the insurance proceeds payable on account of such very substantial damage to said building shall be held by the Association solely for the benefit of unit owners (and their mortgagees) of said building. Notwithstanding that the ownership of common elements in said building sustaining very substantial damage is partially vested in unit owners of other building, in the absence of a determination to abandon the condominium, unit owners of the building not sustaining such very substantial damage shall not be entitled to participate or share in any portion of such insurance proceeds, anything in this Declaration to the contrary notwithstanding.

(2) Thereupon, a membership meeting shall be called by the Board of Directors of the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to the abandonment of the condominium subject to the following:

(a) If the net insurance proceeds available for restoration and repair, together with funds to be advanced by unit owners to replace insurance proceeds paid over to the institutional first mortgagees, are sufficient to cover the cost thereof so that no special assessment is required, then the condominium property shall be restored and repaired unless three-fourths (3/4) of the total votes of the members of the condominium shall vote to abandon the condominium, in which case the condominium property shall be removed from the provisions of the law, in accordance with Section 718.17 of the Condominium Act.

(b) If the net insurance proceeds available for restoration and repair, together with funds to be

advanced by unit owners to replace insurance proceeds paid over to the institutional first mortgagees, are not sufficient to cover the cost thereof so that a special assessment will be required, as set forth above, then a vote will be taken of the membership of this condominium to determine whether said special assessment should be made, or whether the condominium should be abandoned. Said assessment shall be made and the condominium property restored and repaired, unless two-thirds (2/3) of the total votes of the members of this condominium shall vote to abandon the condominium. In the absence of such a vote to abandon, the Association shall immediately levy such special assessment.

(c) Unless it is determined to abandon the condominium, the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions set forth above. The special assessment funds shall be delivered to the Association and added by said Association to the proceeds available for the repair and restoration of the property. The proceeds shall be disbursed by the Association for the repair and restoration of the property, as hereinabove provided. To the extent that any insurance proceeds are paid over to institutional first mortgagees, and in the event it is determined not to abandon the condominium and to vote a special assessment, the unit owner shall be obliged to replenish the funds so paid over to his mortgagee, and said unit owner and his unit shall be subject to special assessment for such sum.

(3) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors of the Association shall be binding upon all unit owners (but not upon institutional first mortgagees).

11.08 Surplus: It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Association after the payment of all costs of the repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the Board of Directors, unless the institutional mortgagee holding and owning the first recorded mortgage encumbering a condominium unit requires distribution. In the event of distribution, then the Association shall distribute any such balance to the beneficial owners of the fund in the manner elsewhere stated.

11.09 Certificate: The Association may rely upon a certificate of a majority of the Board of Directors of the Association certifying as to whether or not the damaged property is to be repaired and restored.

11.10 Plans and Specifications: Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all institutional first mortgagees shall also be required.

11.11 Association's Power to Compromise Claim: The Association is hereby irrevocably appointed agent for each unit owner, for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor, upon the payment of claims.

11.12 Institutional Mortgagee's Right to Advance Premiums: Should the Association fail to pay insurance premiums required hereunder when due, or should the Association fail to comply with other insurance requirements of the mortgagee(s), said institutional mortgagee(s) shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against the individual unit owners for the payment of such item of common expense.

11.13 Workmen's Compensation policy and Flood Insurance to meet the requirements of law.

11.14 Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

11.15 Each individual unit owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own unit, and for purchasing insurance upon his own personal property, and living expense insurance.

11.16 Anything in this Article 11 to the contrary notwithstanding, a mortgagee shall always be entitled to receive, in reduction of its mortgage debt, that portion of insurance proceeds apportioned to its mortgaged unit in the same share as the share in the common elements appurtenant to such unit, in the event: (a) Its mortgage is not in good standing and is in default; or, either (b) the insurance proceeds are not sufficient to complete restoration, reconstruction or repair and the Association has not made additional funds available for such purpose; or, (c) it is determined to restore, repair, or reconstruct the improvements in a manner or condition substantially different from that existing prior to the casualty and such mortgagee has not consented in writing to such change or alteration.

## 12. Sales, Rental, Lease or Transfer

12.01 In the event any unit owner wishes to sell, transfer, rent or lease his unit, the Association shall have the right of prior approval. Any attempt to sell, rent or lease said unit without prior approval of the Association shall be deemed a breach of this Declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon any purchaser, tenant or lessee; provided, however, any deed or lease may be validated by subsequent approval of the Association in the event of a sale or lease without prior approval as herein provided.

12.02 Should a unit owner wish to sell, transfer, lease or rent his condominium unit, he shall, before accepting any offer to purchase, sell, lease or rent his condominium unit, deliver to the Board of Directors of the Association a written notice containing the terms of the offer he has received and wishes to accept, the name and address of the person(s) to whom the proposed sale, lease or transfer is to be made and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Directors of the Association.

12.03 The Board of Directors of the Association, within five (5) business days after receiving such notice and such supplemental information as is required by the Board of



Directors, shall either consent to the transaction specified in said notice, or not consent to the transaction specified in said notice.

12.04 The consent of the Board of Directors of the Association shall be in proper recordable form, signed by two officers of the Association and shall be delivered to the purchaser or lessee. Should the Board of Directors fail to act, as herein set forth, and within the time provided herein, the Board of Directors of the Association shall, nevertheless, thereafter prepare and deliver its written approval in proper recordable form, as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors as herein set forth.

12.05 No sub-leasing or sub-renting shall be permitted.

12.06 If a corporate entity is the owner of a unit, it may designate the occupants of the units as it desires and for such period of time as it desires without compliance with the provisions of this Article 12. The foregoing shall not be deemed an assignment or sub-leasing of a unit.

12.07 Anything in this Article 10 to the contrary notwithstanding, should any condominium unit or parcel at any time become subject to an institutional first mortgage, the holder thereof, upon becoming the owner of said condominium parcel through foreclosure, deed in lieu of foreclosure, or other means, and its immediate grantee shall have the unqualified right to sell, lease or otherwise transfer said unit, including the fee ownership thereof, without prior offer to the Board of Directors.

12.08 This Article shall not be applicable to the Developer, who is irrevocably empowered to sell, lease or rent condominium units to any lessees or purchasers, upon such terms as the Developer deems appropriate and with no minimum time period constraint. Said Developer shall have the right, at his sole discretion, to transact any business necessary to consummate sales of said units, including, but not limited to the right to maintain on-site model units, have on-site signs, have employees in the offices, use the common elements, show units, and maintain an on-site sales office, for so long as any unit in any of the phases remains unsold.

12.09 Notwithstanding anything contained herein to the contrary, no unit owner, other than the Developer, shall be permitted to lease his unit to any person, persons, friend or other entity for a period of less than six (6) months, for or without consideration. If any unit owner violates this section, the Association shall be permitted to take every legal remedy available to prevent such violation and the unit owner in violation of this section, regardless of whether he prevails, shall pay all costs and attorneys' fees that the Association may incur as a result of this litigation.

### 13. Liens

13.01 With the exception of liens which may result from the initial construction of this condominium, no liens of any nature may be created subsequent to the recording of this Declaration against the condominium property as a whole (as distinguished from individual units) except with the unanimous consent of the unit owners.

13.02 In the event a lien against two or more condominium parcels becomes effective, each owner thereof may relieve his condominium parcel of the lien by paying the proportionate amount attributable to his condominium parcel. Upon such payment, it shall be the duty of the lienor to release the lien of record for such condominium parcel.

13.03 Service or delivery of notices, papers or copies thereof permitted or required under the Mechanics' Lien Law for or incident to the perfection or enforcement of liens arising from labor or materials furnished, duly authorized by the Association, may be effected by service on or delivery to the Association. Suits to foreclose or otherwise enforce liens arising from labor or materials furnished to the common elements may be brought against the Association and the owners of units shall not be deemed necessary parties to such suits.

#### 14. The Association - ByLaws

The operation of the condominium property shall be governed by the Bylaws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit "C". The Bylaws may be modified or amended as provided in Article Seventeen of said Bylaws. No amendment to said Bylaws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel. Defects or omissions in the Bylaws shall not affect the validity of the condominium or the title to condominium units.

#### 15. The Association, its Powers and Responsibilities

15.01 The operation of the condominium shall be vested in the Association.

15.02 The officers and directors of the Association shall have a fiduciary relationship to the unit owners.

15.03 No unit owner, except as an officer of the Association, shall have any authority to act for the Association.

15.04 The powers and duties of the Association shall include those set forth in the Bylaws referred to above, but in addition thereto, the Association shall have all of the powers and duties set forth in the Condominium Act, as well as all powers, duties granted to or imposed upon it by this Declaration, including but not limited to:

(1) The irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to any other unit or units.

(2) The power to make and collect assessments and to lease, maintain, repair and replace the common elements.

(3) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by unit owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to unit owners or their authorized representatives. Such records shall include, but are not limited to a record of all receipts and expenditures and an

account for each unit which shall designate the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments came due, the amounts paid upon the account, and the balance due.

(4) The power to pay any and all taxes which might be assessed against the Association.

(5) 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 of the Association.

(6) The power to adopt reasonable rules and regulations for the maintenance and conservation of the condominium property, and for the health, comfort, safety, and welfare of the condominium unit owners, all of whom shall be subject to such rules and regulations.

(7) The power to own, convey and encumber real and personal property.

(8) The power to execute contracts, deeds, mortgages, leases and other instruments.

(9) To purchase units in the condominium and to acquire and hold, lease, mortgage and convey the same.

15.05 When the Board of Directors of the Association is not controlled by the Developer, the Association shall have the authority and power to maintain a class action and to settle a cause of action on behalf of the unit owners with reference to matters of common interest, including but not limited to, the common elements, the roof and structural components of a building or other improvement and mechanical, electrical and plumbing elements serving an improvement or building, as distinguished from mechanical elements serving only a unit. In any case in which the Association has the authority and the power to maintain a class action, the Association may be joined in an action as representatives of the same class with reference to litigations and disputes involving the matters for which the Association could bring a class action.

15.06 In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Association shall give notice of the exposure within a reasonable time to all unit owners who may be exposed to the liability and they shall have the right to intervene and defend.

#### 16. Maintenance; Limitation Upon Improvement

16.01 The maintenance of the common elements shall be the responsibility of the Association.

16.02 There shall be no material alterations or substantial additions to the common elements or limited common elements, except as provided herein.

16.03 No unit owner shall make any alterations in the portions of the improvements of the condominium which are to be maintained by the Association, or to remove any portion thereof, or make any addition thereto, or do any work which would jeopardize the safety or soundness of the building containing his unit or impair any easement.

#### 17. Common Elements

17.01 Common elements include within their meaning the following items:

(1) The land on which the improvements are located and any other land included in the condominium property, whether or not contiguous.

(2) All parts of the improvements which are not included within the units.

(3) Easements through units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to units and the common elements.

(4) An easement of support in every portion of a unit which contributes to the support of a building.

(5) Installations for the furnishings of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation.

(6) The property and installation in connection therewith required for the furnishing of services to more than one unit or to the common elements.

(7) Elevators and elevator shafts, if applicable, and stairwells.

(8) The recreational improvements and unassigned parking areas.

(9) Lighting fixtures utilized to illuminate the common elements.

(10) Any portion or portions of the condominium property not included in the units or designated a limited common element.

(11) The Developer shall have the right to assign parking spaces or garages, as the case may be, to the unit owners and thereafter either designate such space with the corresponding unit number of the unit owner or utilize such other designation as it shall deem appropriate. Upon such assignment, such parking space shall be deemed a limited common element. Such assignment shall not be recorded in the Public Records of Pinellas County, Florida, but a separate roster shall be kept by the Association as to assigned parking spaces or garages. All unassigned parking spaces are common elements.

(12) The common elements designated by this Declaration may be enlarged by an amendment to this Declaration. Such amendment shall be approved and executed in the manner hereinafter required for amendments to this Declaration.

Such amendment shall divest the Association of title to the land and shall vest the title in the unit owners, without naming them and without further conveyance, in the same undivided shares as the undivided shares in the common elements that are appurtenant to the units owned by them.

(13) Common elements and common surplus shall be owned by the unit owners on a proportionate share basis as set forth in Exhibit "B" to this Declaration. As each phase is added, the percentage share of the common elements shall be changed in accordance with Exhibit "B".

17.02 Any person having an interest under mortgages of record that encumber any portion of the common elements that are not satisfied prior to the recordation of this Declaration; provided, however, in lieu of joining in the execution of this Declaration, any mortgagee may execute an appropriate consent or subordination agreement with the formalities required for deeds.

#### 18. Common Expenses and Common Surplus

18.01 Common expenses shall include the costs of carrying out the powers and duties of the Association, and any other expenses designated as common expenses by this Declaration and the Bylaws, including, but not limited to, the following:

(1) The costs of operation, maintenance, repair and replacement of the common elements and limited common elements.

(2) Fire and other casualty and liability insurance as set forth in the Declaration.

(3) Costs of management of the condominium and administrative costs of the Association including professional fees and expenses.

(4) Costs of water, electricity and other utilities which are not metered to the individual units.

(5) The costs of additions, repairs, alterations or improvements, or purchases by the Association of additional lands, leaseholds or other possessory or use rights in lands or facilities, purchased as part of the common elements for the benefit of all the members upon a vote of seventy-five percent (75%) of the unit owners.

(6) The cost of any taxes assessed or levied against the Association.

18.02 Funds for the payment of common expenses shall be assessed against unit owners in the percentages of sharing common elements as provided on Exhibit "B" hereto.

18.03 The common surplus shall be owned by unit owners in the same percentages as their share of the common elements.

#### 19. Assessments, Liabilities, Lien and Priority, Interest, Collections

19.01 The Association, through its Board of Directors, subject to the provisions of the Bylaws applicable thereto, shall have the power to fix and determine from time to time the sums necessary to provide for the common expenses of the



condominium property, including the expense allocable to services being rendered by a management company with which the Association may contract. The assessments shall include hazard and liability insurance premiums. A unit owner, regardless of how title is acquired, including without limitation, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up 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.

19.02 The initial estimated assessment chargeable to a unit owner for common expenses shall be the amounts set forth in Exhibit "E" attached hereto.

19.03 The Association shall have a lien on each condominium parcel for any unpaid assessments and interest thereon against the unit owner of such condominium parcel until paid. Such lien shall also secure the costs of recording the claim of lien and all courts costs, including, but not limited to, filing and service of process fees, and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, including same if an appeal. As used herein, reasonable attorneys' fees shall be deemed to mean ten percent (10%) of the amount sought to be collected or such reasonable greater sums as a court might award at the trial and/or appellate level, but in either event no less than Seventy-Five Dollars (\$75.00) if a foreclosure of lien action is actually filed on behalf of the Association.

Such liens shall be effective from and after the time of recording in the public records of Hillsborough County, Florida a claim of lien stating the description of the condominium parcel, 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 the lien shall have been fully paid. Such claims of liens shall include only assessments which are due and payable when the claim of lien is recorded. Such claims of liens shall be signed and verified by an officer or agent of the Association and shall then be entitled to be recorded. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien.

The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interests of the Association. Suits to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same. Said lien shall be effective as and in the manner provided by the Condominium Act and shall have the priorities established thereby.

19.04 Liens for assessments may be foreclosed by suit brought in the name of the Association in the manner of a foreclosure of mortgage on real property, as more fully set forth in the Condominium Act. The Association may bid at any sale and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced, and to acquire and hold, lease, mortgage and convey the same.

19.05 Where a 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 where an institutional mortgagee of record accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title and its successors and assigns, shall not be liable for the share of common expenses or assessment by the Association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure, or acceptance of such deed in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer, its successors and assigns. A mortgagee acquiring title to a condominium parcel as a result of foreclosure or a deed in lieu of 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.

19.06 Any person who acquires an interest in a unit including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.

19.07 Any unit owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which it has a lien. Any person, other than the owner who relies upon such certificate shall be protected thereby.

19.08 The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer or to any unit owner or group of unit owners, or to any third party.

19.09 Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a condominium unit.

19.10 Except as set forth in Section 19.05, no unit owner may be excused from the payment of his proportionate share of the common expense of a condominium unless all unit owners are likewise proportionately excused from such payment, except in the following case:

(1) The Developer may be excused from the payment of the share of the common expenses and assessments related thereto for a period subsequent to the recording of the Declaration of Condominium and terminating not later than the first day of the fourth calendar month following the month in which such Declaration is recorded, or for a period terminating with the first day of the month of the fourth succeeding calendar month after the closing of the purchase and sale of any condominium to a unit owner who is not the Developer, the nominee of the Developer, or a substitute or alternative developer, whichever shall be the later date; or

(2) The Developer may be excused from the payment of his share of the common expense in respect of those units during such period of time that it shall have guaranteed that the assessment for common expenses of the condominium imposed upon the unit owners other than the Developer making the guarantee shall not increase over a stated dollar amount and obligate himself to pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other unit owners.

19.11 Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest rate permitted by Florida law.

## 20. Annual Assessment

20.01 The Board of Directors of the Association shall approve annual budgets in accordance with the provisions of the Bylaws of the Association, which budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for taxes, if any, and insurance for the common elements, plus operating and maintenance expenses.

20.02 The percentage of the annual assessment chargeable for each fiscal year against each unit is set forth in Exhibit "B"; however, said assessment shall be allocated to the unit owner on a quarterly basis, but be payable in advance, in equal monthly installments on the 1st day of each month. In addition, the Association has the power to levy special assessments against each unit in their respective percentages if a deficit should develop in the Association's treasury for the payment of common expenses.

## 21. Obligations of Members

In addition to the other obligations and duties heretofore set forth in this Declaration, every unit owner shall:

21.01 Promptly pay the assessments levied by the Association.

21.02 Maintain in a clean and sanitary manner, and repair, his unit and all interior surfaces within or surrounding his apartment unit (such as the surfaces of the walls, ceilings, floors), whether or not a part of the apartment or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his unit.

21.03 Not use or permit the use of his unit for any purpose other than as a single family residence.

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

21.05 Conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see

that all persons using the owner's property by, through or under him do likewise.

21.06 Make no alteration, decoration, repair, replacement or change of the common elements or to any outside or exterior portion of the building without the prior written consent of the Association.

21.07 Allow the Board of Directors or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with this Declaration.

21.08 Show no sign, advertisement, or notice of any type on the common elements or his unit, and erect no exterior antennas and aerials except as provided in uniform regulations promulgated by the Association.

21.09 Abide by any regulations regarding children as may be established by the Association. Specifically, children under the age of sixteen may not permanently reside in any condominium unit but said children may visit said condominium unit temporarily for a period not to exceed twenty (20) days within any consecutive twelve-month period.

21.10 Make no repairs to any plumbing or electrical wiring within a unit except by plumbers or electricians authorized to do such work by proper governmental authorities. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owner of the unit. The Association shall pay for and be responsible for plumbing repairs and electrical wiring within the common elements.

21.11 Return the "condominium parcel" for the purpose of ad valorem taxes to the respective taxing authorities having jurisdiction over them for separate assessment against his condominium parcel. For the purposes of ad valorem taxation, the interest of the owner of a "condominium parcel" in his "condominium unit" and in the "common elements" shall be considered as a unit. The value of said unit shall be equal to the percentage of the value of the entire condominium, including land and improvements, as has been assigned to said unit in Exhibit "B" of this Declaration. The total of all of said percentages equals 100% of the value of all of the land and improvements thereon.

21.12 Use the parking space and/or carport specifically assigned to him, which parking space shall be considered a limited common element.

21.13 Not divide or subdivide a unit for purpose of sale or lease, except that a unit may be combined with a contiguous unit and occupied as one single family dwelling.

21.14 Not hang any laundry, garments or other unsightly objects which are visible outside of the unit.

21.15 Not allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, so that each unit, the common elements, and limited common elements shall at all times remain in a clean and sanitary condition.

21.16 Not make any use of a unit that violates any laws, ordinances, and regulations of any governmental body having jurisdiction thereof.



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21.17 Parking in assigned, unassigned or guest spaces shall be limited to passenger automobiles, and passenger station wagons, vans, trucks under a one ton weight, and motorcycles. All other vehicles, trailers and other instruments and matters not specifically authorized herein shall not be permitted in said parking spaces unless the Association gives its prior written consent. In addition, no storage of boats, campers, or inoperative automobiles are permitted on the condominium property.

21.18. With regard to the boat slips and pier, no unit owner shall be permitted to live on any boat which may be occupying any boat slip. Furthermore, no unit owner may install any davit or mechanical device for the purpose of lifting any boat out of the water, unless a majority of unit owners agree to the same. If the boat slips are separately metered for electricity, said unit owner occupying the boat slip shall be responsible for the separately metered electric bill.

## 22. Transfer of Association Control

Transfer of Association control shall be in accordance with §718.301, Florida Statutes.

## 23. Miscellaneous

23.01 If any provisions of this Declaration, or of the Bylaws attached hereto, or of the Condominium Act, or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of this Declaration, the Bylaws attached or the Condominium Act, and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

23.02 Whenever notices are required to be sent hereunder, the same shall be sent to the unit owners by regular mail, at their place of residence in the condominium building, unless the unit owner has, by written notice duly receipted for, specified a different address. Notices to the Association shall be delivered by regular mail to the resident agent. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

23.03 Each unit owner and the Association shall be governed by and shall comply with the Condominium Act and this Declaration and Bylaws as they may exist from time to time. Failure to do so shall entitle the Association or any other unit owner to recover sums due for damages or injunctive relief or both. Such actions may be maintained by or against a unit owner or the Association or in a proper case by or against one or more unit owners and the prevailing party shall be entitled to recover reasonable attorney's fees. Such relief shall not be exclusive of other remedies provided by law.

23.04 Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of condominium in accordance with the laws made and provided for the same. As



used herein, the term "member" means and refers to any person, natural or corporate, who is a unit owner.

23.05 No unit shall be occupied by more than one family.

23.06 A unit owner shall not have the right to keep pets, birds or other animals in his unit unless such weights less than 20 pounds and unless such was owned by and in the possession of the unit owner prior to and at the time of purchase of the unit. No new pets are permitted. That is to say, that at time of resale, no pets are allowed. Similarly when a pet dies or is removed, replacement pets are not allowed. Those animals that are permitted are only allowed in the common area or limited common area provided they are caged or leashed. The right, hereby granted, shall be subject to any and all regulations concerning animals that may be established from time to time by the Association.

23.07 This Declaration and all Exhibits thereto shall be binding upon and inure to the benefit of each unit owner, their heirs, personal representatives, successors, assigns and grantees and any and all persons claiming by, through or under any unit owners.

23.08 Subject to any provisions of the Bylaws of the Association applicable thereto, a unit owner is entitled to one vote for each unit owned. The one vote of a unit owned jointly shall be divided between or amongst the joint owners in the percentage of ownership each joint owner has in the condominium unit. When a condominium unit is owned as an estate by the entireties, the one vote applicable thereto shall be equally divided.

IN WITNESS WHEREOF, REMKE DEVELOPMENT, INC., a Florida corporation has hereunto set its corporate hand and seal on this, the 16 day of MARCH, 1981

Signed, sealed and delivered in the presence of:

REMKE DEVELOPMENT, INC., a Florida corporation

[Signature]  
[Signature]  
[Signature]

By: [Signature]  
Its President

Attest: [Signature]  
Its Secretary

WITNESSES AS TO BOTH  
PRESIDENT AND SECRETARY

STATE OF FLORIDA )

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 16th day of MARCH, by Bob Remke and Ricky A. Remke, the President and the Secretary of REMKE DEVELOPMENT, INC., a Florida corporation, on behalf of the corporation.

[Signature]  
Notary Public

Notary Public State of Florida at Large  
My Commission Expires May 29, 1982

My commission expires:



REC:3780 Pg1301

THIS IS NOT A

SCHEDULE -1

EXHIBIT "A"

THE LEGAL DESCRIPTION OF PHASE 1 OF YARDARM CONDOMINIUMS IS SET FORTH HEREIN. THE DEVELOPER HEREBY SUBMITS ONLY THE FIRST PHASE, AS SET FORTH HEREIN, TO THE CONDOMINIUM FORM OF OWNERSHIP.

LEGAL DESCRIPTIONS FOR PROPOSED PHASE 2, PROPOSED PHASE 3, AND PROPOSED PHASE 4 OF YARDARM CONDOMINIUMS ARE SET FORTH HEREIN, HOWEVER, SAID PHASES ARE NOT SUBMITTED TO THE CONDOMINIUM FORM OF OWNERSHIP BUT ARE SOLELY PROPOSED PHASES.

# YARDARM CONDOMINIUM PHASE I

BEING IN A PORTION OF SECTION 21, TOWNSHIP 31 S., RANGE 19 E.  
HILLSBOROUGH COUNTY, FLORIDA.

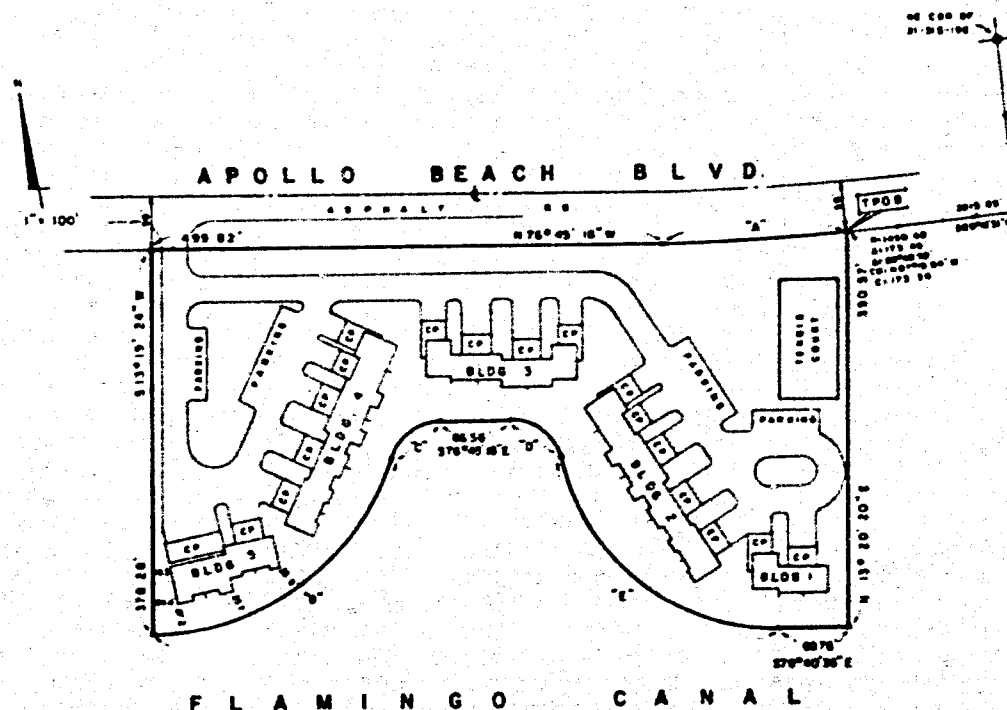
## DESCRIPTION: YARDARM CONDOMINIUM PHASE I

A portion of Block 266, APOLLO BEACH UNIT EIGHT, as recorded in Plat Book 37, Page 94, of the Public Records of Hillsborough County, Florida. Also the right-of-way of ALI-BABA COURT, a portion of the right-of-way of SULTAN CIRCLE, and a portion of SULTAN PARK, located in APOLLO BEACH UNIT EIGHT as vacated in Official Record Book 2481, Page 263, of the Public Records of Hillsborough County, Florida, more particularly described as follows:

Commence at the Northeast corner of Section 21, Township 31 South, Range 19 East; thence S. 00°39'41" W., 1467.75 feet along the East line of said Section 21 to the South right-of-way line of APOLLO BEACH BOULEVARD; thence along said South right-of-way line the following courses and curves: S. 89°16'31" W., 2015.83 feet to a point of curvature; thence 173.46 feet along the arc of a curve concave to the North, having a radius of 1458.60 feet and a central angle of 06°48'50" (chord bearing N. 67°19'04" W., 173.36 feet) to the "TRUE POINT OF BEGINNING"; thence 182.17 feet along the arc of a curve concave to the North, having a radius of 1458.60 feet and a central angle of 07°09'21" (chord bearing N. 80°19'59" W., 182.05 feet); thence N. 76°45'18" W., 499.82 feet; thence leaving the South right-of-way line of said APOLLO BEACH BOULEVARD, S. 13°19'24" W., 378.28 feet to a point of curvature; thence 312.08 feet along the arc of a curve concave to the Northwest, having a radius of 245.00 feet and a central angle of 72°59'00" (chord bearing N. 66°49'53" E., 291.41 feet) to a point of reverse curvature; thence 63.62 feet along the arc of a curve concave to the Southeast, having a radius of 50.00 feet and a central angle of 72°54'18" (chord bearing N. 66°47'33" E., 59.42 feet); thence S. 76°45'18" E., 66.56 feet to a point of curvature; thence 67.17 feet along the arc of a curve concave to the Southwest, having a radius of 50.00 feet and a central angle of 76°58'08" (chord bearing S. 38°15'14" E., 62.23 feet) to a point of reverse curvature; thence 295.24 feet along the arc of a curve concave to the Northeast, having a radius of 220.00 feet and a central angle of 76°53'26" (chord bearing S. 38°13'53" E., 273.58 feet); thence S. 76°40'36" E., 69.78 feet; thence N. 13°20'20" E., 390.57 feet to the "TRUE POINT OF BEGINNING".

Containing 4.72 acres more or less

| CURVE DATA      |  |  |  |
|-----------------|--|--|--|
| "A"             |  |  |  |
| R=1458.60'      |  |  |  |
| A=182.17'       |  |  |  |
| Δ=07°09'21"     |  |  |  |
| CB=N80°19'59" W |  |  |  |
| C=182.05'       |  |  |  |
| "B"             |  |  |  |
| R=245.00'       |  |  |  |
| A=63.62'        |  |  |  |
| Δ=72°59'00"     |  |  |  |
| CB=N66°49'53" E |  |  |  |
| C=291.41'       |  |  |  |
| "C"             |  |  |  |
| R=50.00'        |  |  |  |
| A=67.17'        |  |  |  |
| Δ=76°58'08"     |  |  |  |
| CB=N66°47'33" E |  |  |  |
| C=59.42'        |  |  |  |
| "D"             |  |  |  |
| R=50.00'        |  |  |  |
| A=67.17'        |  |  |  |
| Δ=76°58'08"     |  |  |  |
| CB=S38°15'14" E |  |  |  |
| C=62.23'        |  |  |  |
| "E"             |  |  |  |
| R=220.00'       |  |  |  |
| A=273.58'       |  |  |  |
| Δ=76°53'26"     |  |  |  |
| CB=S38°13'53" E |  |  |  |
| C=273.58'       |  |  |  |



SEE SHEET 4 FOR NOTES

## DEDICATION:

KNOW ALL MEN BY THESE PRESENTS that we, BOB REMKE and RICKY A. REMKE, President and Vice President respectively of REMKE DEVELOPMENT, INC., a Florida corporation, owner of the land described hereon, have caused the land embraced in this plat to be surveyed, laid out, and platted as YARDARM CONDOMINIUM PHASE I pursuant to Florida Statute 718.104.

REMKE DEVELOPMENT, INC.

*Bob Remke*  
BOB REMKE, President

*David L. Marley*  
Witness

*Ricky A. Remke*  
RICKY A. REMKE, Vice Pres.

*Michael T. Remke*  
Witness

## ACKNOWLEDGEMENT:

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

THIS IS TO CERTIFY that on the 11 day of March, A.D. 1991, before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared BOB REMKE and RICKY A. REMKE, President and Vice President respectively of REMKE DEVELOPMENT, INC., incorporated under the laws of the State of Florida to me known to be the individuals and officers described in and who executed the foregoing Dedication and severally acknowledge the execution thereof to be their free act and deed as such officers thereunto duly authorized; that the official seal of said corporation is duly affixed thereto; and that the said Dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the above date.

*Elaine Jackson*  
NOTARY PUBLIC

*March 29, 1991*  
My commission expires

## SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ON THIS 10th DAY OF MARCH, 1991, THE PROPERTY DESCRIBED HEREIN WAS SURVEYED AND STAKED AND THAT THE DIMENSIONS AND ANGLES ARE CORRECT, TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS WITHIN EACH SUBSTANTIALLY COMPLETED BUILDING IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL, WHEN COMPLETED, WILL BE IN ACCORDANCE WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM INTEREST. I HAVE AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

DAVID L. MARLEY, S.S., 3000 PALM WAY, APOLLO BEACH, FLORIDA 33628  
*David L. Marley*  
David L. Marley, L.S., 3000  
Florida Registered Surveyor

NOTE: ALL PLANNED IMPROVEMENTS INCLUDE BUT ARE NOT LIMITED TO: ROADS, UTILITIES, SERVICES AND ACCESS TO THE UNIT AND THE COMMON ELEMENT FACILITIES. THE BUILDING IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED

BUILDING 5 IS SUBSTANTIALLY COMPLETE

SHEET 1 OF 4

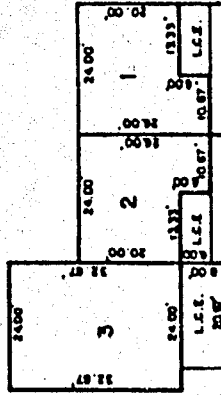
EXHIBIT "A"

REF: 3780 P1302



**YARDARM CONDOMINIUM  
PHASE I**

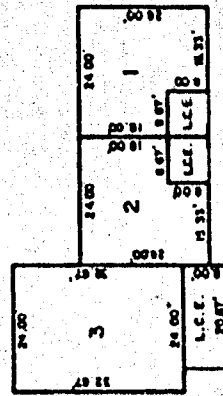
BEING IN A PORTION OF SECTION 21, TOWNSHIP 31 S., RANGE 19 E.  
HILLSBOROUGH COUNTY, FLORIDA.



**FIRST FLOOR**

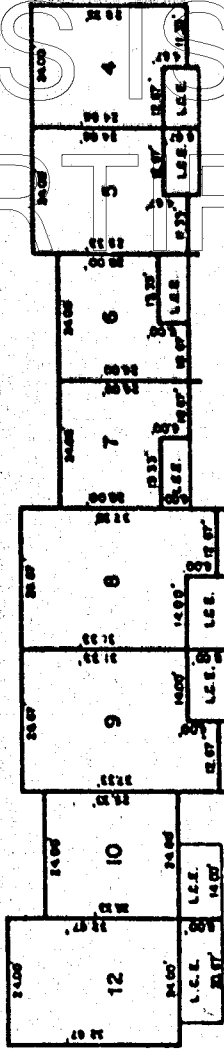
FLOOR ELEVATION - 10.00  
CEILING ELEVATION - 18.00

## BUILDING NO. 1



**SECOND FLOOR**

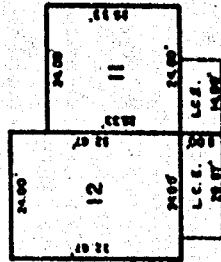
FLOOR ELEVATION = 18.67  
CEILING ELEVATION = 28.67



**FIRST FLOOR**

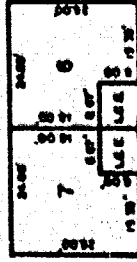
FLOOR ELEVATION - 16.00  
CEILING ELEVATION - 18.00

## BUILDING NO. 2



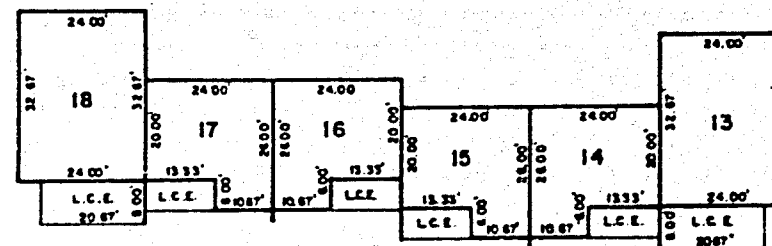
## SECOND FLOOR

FLOOR ELEVATION = 18.67  
CEILING ELEVATION = 26.67



# YARDARM CONDOMINIUM PHASE I

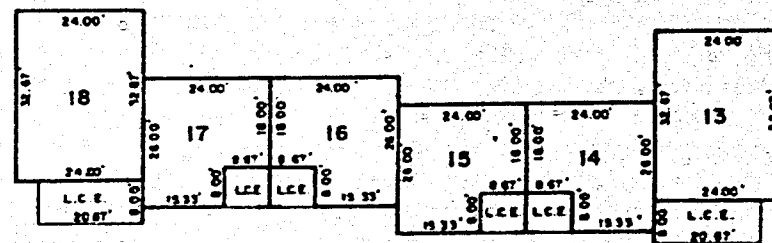
BEING IN A PORTION OF SECTION 21, TOWNSHIP 31 S., RANGE 19 E.  
HILLSBOROUGH COUNTY, FLORIDA.



FIRST FLOOR

FLOOR ELEVATION - 10.00  
CEILING ELEVATION - 18.00

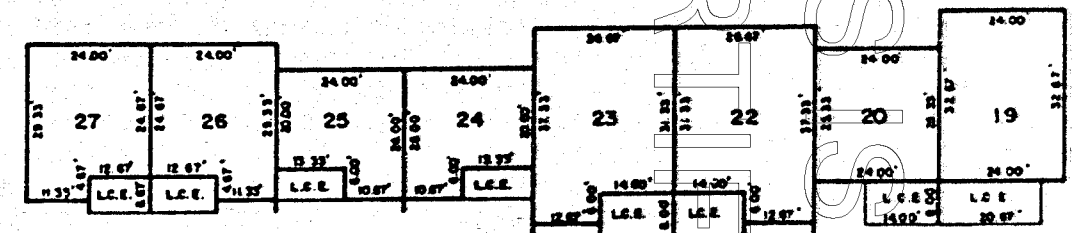
BUILDING NO. 3



SECOND FLOOR

FLOOR ELEVATION - 18.67  
CEILING ELEVATION - 26.67

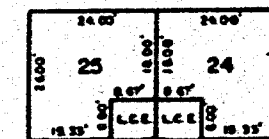
SEE SHEET 4 FOR NOTES



FIRST FLOOR

FLOOR ELEVATION - 10.00  
CEILING ELEVATION - 18.00

BUILDING NO. 4



SECOND FLOOR

FLOOR ELEVATION - 18.67  
CEILING ELEVATION - 26.67

SHEET 3 OF 4

THIS IS A NOT A  
CERTIFIED COPY

REC'D 100 Pg 1304



SCHEDULE 1  
EXHIBIT "A"

# YARDARM CONDOMINIUM PHASE PLAN

BEING IN A PORTION OF SECTION 21, TOWNSHIP 31 S., RANGE 19 E.  
HILLSBOROUGH COUNTY, FLORIDA.

## DESCRIPTION: YARDARM CONDOMINIUM

A portion of Block 266, APOLLO BEACH UNIT EIGHT, as recorded in Plat Book 37, Page 94, of the Public Records of Hillsborough County, Florida. Also the right-of-way of ALI-BABA COURT, the right-of-way of SULTAN CIRCLE, SULTAN PARK, the right-of-way of CALIPH CIRCLE, and CALIPH PARK, located in APOLLO BEACH UNIT EIGHT as vacated in Official Record Book 2481, Page 263, of the Public Records of Hillsborough County, Florida, more particularly described as follows:

Commence at the Northeast corner of Section 21, Township 31 South, Range 19 East; thence S. 00°39'43" W., 1467.75 feet along the East line of said Section 21 to the South right-of-way line of APOLLO BEACH BOULEVARD; thence along said South right-of-way line the following courses and curves: S. 89°16'31" W., 2015.83 feet to a point of curvature; thence 173.46 feet along the arc of a curve concave to the North, having a radius of 1458.60 feet and a central angle of 06°48'50" (chord bearing N. 87°19'04" W., 173.36 feet) to the "TRUE POINT OF BEGINNING"; thence 182.17 feet along the arc of a curve concave to the North, having a radius of 1458.60 feet and a central angle of 07°09'21" (chord bearing N. 80°19'59" W., 182.05 feet); thence N. 76°45'18" W., 1854.61 feet to a point of curvature; thence 559.13 feet along the arc of a curve concave to the Northeast having a radius of 4463.82 feet and a central angle of 07°10'36" (chord bearing N. 73°10'00" W., 558.77 feet) to a point of reverse curvature and the Easterly right-of-way line of LAKE SUNRISE DRIVE (formerly Drumhead Drive); thence leaving the South right-of-way line of said APOLLO BEACH BOULEVARD and along the Easterly right-of-way line of said LAKE SUNRISE DRIVE the following curve and course: 38.96 feet along the arc of a curve concave to the Southeast having a radius of 25.00 feet and a central angle of 89°17'53" (chord bearing S. 65°46'22" W., 35.14 feet); thence S. 21°07'26" W., 109.74 feet; thence leaving the Easterly right-of-way line of said LAKE SUNRISE DRIVE, S. 44°00'34" E., 142.88 feet to a non-tangent curve; thence 34.65 feet along the arc of a curve concave to the Southeast having a radius of 50.00 feet and a central angle of 62°37'29" (chord bearing N. 77°18'10" E., 51.97 feet) to a point of reverse curvature; thence 151.32 feet along the arc of a curve concave to the Northeast having a radius of 4633.82 feet and a central angle of 01°52'38" (chord bearing S. 72°19'24" E., 151.81 feet) to a point of curvature of a reverse curve; thence 61.78 feet along the arc of a curve concave to the Southwest having a radius of 50.00 feet and a central angle of 70°47'55" (chord bearing S. 37°51'46" E., 57.93 feet) to a point of curvature of a reverse curve; thence 317.34 feet along the arc of a curve concave to the Northeast having a radius of 245.00 feet and a central angle of 74°12'48" (chord bearing S. 39°34'12" E., 295.62 feet); thence S. 76°40'36" E., 301.39 feet to a point of curvature; thence 310.83 feet along the arc of a curve concave to the Northwest having a radius of 245.00 feet and a central angle of 72°41'25" (chord bearing N. 66°58'42" E., 290.46 feet) to a point of reverse curvature; thence 63.37 feet along the arc of a curve concave to the Southeast having a radius of 50.00 feet and a central angle of 72°36'43" (chord bearing N. 66°56'21" E., 59.21 feet); thence S. 76°45'18" E., 191.25 feet to a point of curvature; thence 63.55 feet along the arc of a curve concave to the Southwest having a radius of 50.00 feet and a central angle of 72°49'18" (chord bearing S. 40°20'39" E., 59.36 feet) to a point of reverse curvature; thence 311.06 feet along the arc of a curve concave to the Northeast having a radius of 245.00 feet and a central angle of 72°44'36" (chord bearing S. 40°18'18" E., 290.58 feet); thence S. 76°40'36" E., 300.00 feet to a point of curvature; thence 312.08 feet along the arc of a curve concave to the Northwest having a radius of 245.00 feet and a central angle of 72°59'00" (chord bearing N. 66°49'53" E., 291.41 feet) to a point of reverse curvature; thence 63.62 feet along the arc of a curve concave to the Southeast having a radius of 50.00 feet and a central angle of 72°54'18" (chord bearing N. 66°47'33" E., 59.42 feet); thence S. 76°45'18" E., 66.56 feet to a point of curvature; thence 67.17 feet along the arc of a curve concave to the Southwest having a radius of 50.00 feet and a central angle of 76°58'08" (chord bearing S. 38°16'14" E., 62.23 feet) to a point of reverse curvature; thence 295.24 feet along the arc of a curve concave to the Northeast having a radius of 220.00 feet and a central angle of 76°53'26" (chord bearing S. 38°13'53" E., 273.58 feet); thence S. 76°40'36" E., 69.78 feet; thence N. 13°20'20" E., 390.57 feet to the "TRUE POINT OF BEGINNING".

Containing 17.82 acres more or less

## DESCRIPTION: YARDARM CONDOMINIUM PHASE 1

A portion of Block 266, APOLLO BEACH UNIT EIGHT, as recorded in Plat Book 37, Page 94, of the Public Records of Hillsborough County, Florida. Also the right-of-way of ALI-BABA COURT, a portion of the right-of-way of SULTAN CIRCLE, and a portion of SULTAN PARK, located in APOLLO BEACH UNIT EIGHT as vacated in Official Record Book 2481, Page 263, of the Public Records of Hillsborough County, Florida, more particularly described as follows:

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Containing 4.72 acres more or less.

## DESCRIPTION: YARDARM CONDOMINIUM PHASE 2

A portion of Block 266, APOLLO BEACH UNIT EIGHT, as recorded in Plat Book 37, Page 94, of the Public Records of Hillsborough County, Florida. Also a portion of the right-of-way of SULTAN CIRCLE, and a portion of SULTAN PARK, located in APOLLO BEACH UNIT EIGHT as vacated in Official Record Book 2481, Page 263, of the Public Records of Hillsborough County, Florida, more particularly described as follows:

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Containing 5.11 acres more or less

# YARDARM CONDOMINIUM PHASE PLAN

BEING IN A PORTION OF SECTION 21, TOWNSHIP 31 S., RANGE 19 E.  
HILLSBOROUGH COUNTY, FLORIDA.

## DESCRIPTION: YARDARM CONDOMINIUM PHASE 3

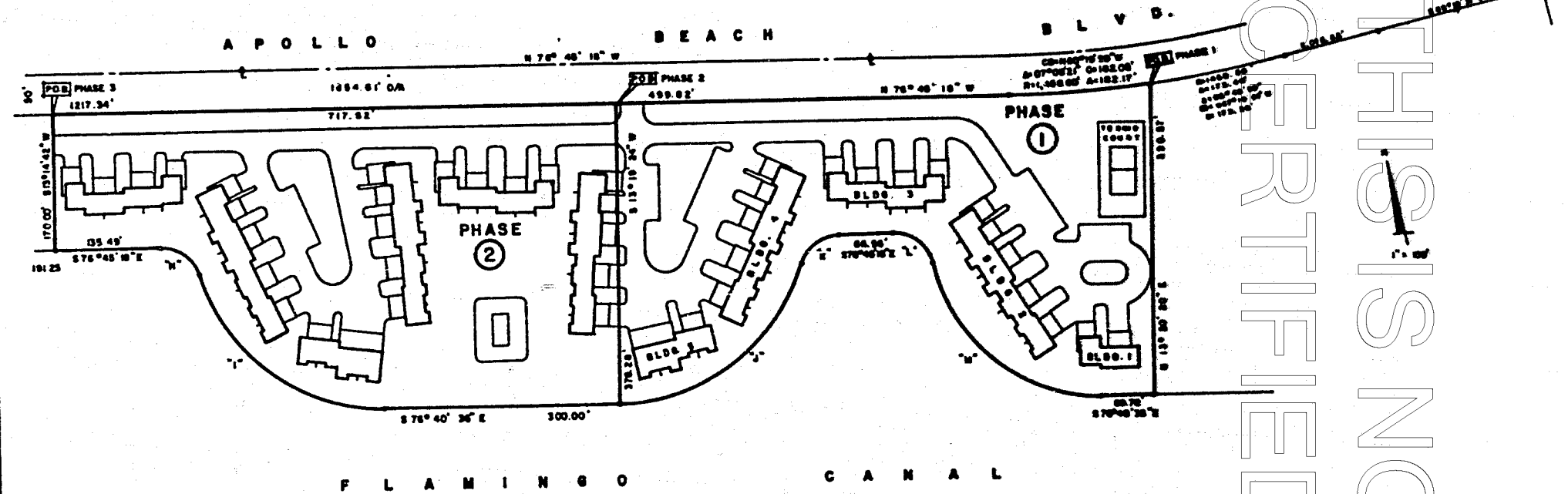
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Containing 4.03 acres more or less

## DESCRIPTION: YARDARM CONDOMINIUM PHASE 4

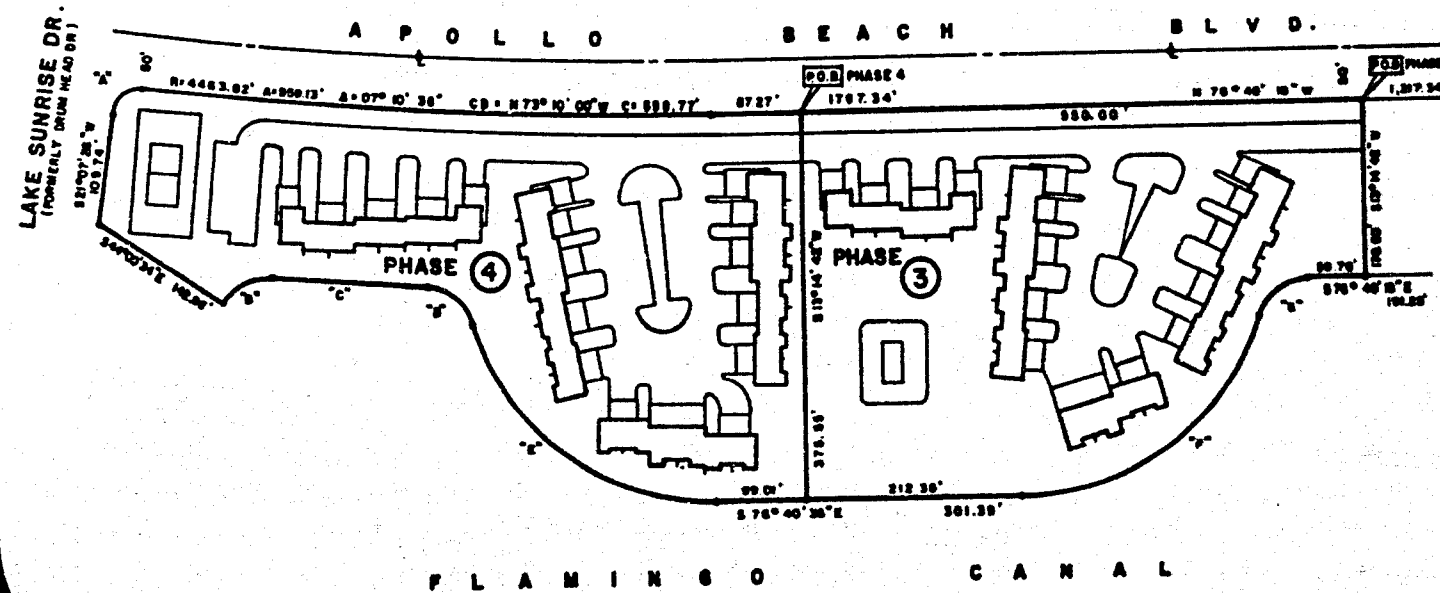
A portion of Block 266, APOLLO BEACH UNIT EIGHT, as recorded in Plat Book 37, Page 94, of the Public Records of Hillsborough County, Florida. Also a portion of the right-of-way of CALIPH CIRCLE, and a portion of CALIPH PARK, located in APOLLO BEACH UNIT EIGHT as vacated in Official Record Book 2481, Page 263, of the Public Records of Hillsborough County, Florida, more particularly described as follows:  
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Containing 3.96 acres more or less

# YARDARM CONDOMINIUM PHASE PLAN

BEING IN A PORTION OF SECTION 21, TOWNSHIP 31 S., RANGE 19 E.  
HILLSBOROUGH COUNTY, FLORIDA.



## SITE PLAN



### CURVE DATA

| ID | RADIUS   | ARC     | CHORD   | CHORD BEARING   | DELTA       |
|----|----------|---------|---------|-----------------|-------------|
| A  | 25.00'   | 30.95'  | 30.14'  | S 69° 45' 22" W | 69° 45' 22" |
| B  | 90.00'   | 94.00'  | 51.00'  | S 77° 18' 10" E | 62° 37' 00" |
| C  | 4833.02' | 191.82' | 181.81' | S 72° 19' 24" E | 09° 52' 30" |
| D  | 90.00'   | 61.70'  | 57.93'  | S 37° 51' 40" E | 70° 41' 50" |
| E  | 200.00'  | 347.34' | 295.08' | S 30° 34' 12" E | 70° 12' 40" |
| F  | 240.00'  | 310.83' | 200.40' | N 60° 58' 42" E | 72° 41' 25" |
| G  | 90.00'   | 63.37'  | 59.21'  | N 34° 56' 21" E | 72° 36' 43" |
| H  | 90.00'   | 63.36'  | 59.36'  | S 40° 20' 30" E | 72° 40' 18" |
| I  | 240.00'  | 311.06' | 200.30' | S 40° 19' 18" E | 72° 44' 30" |
| J  | 240.00'  | 315.06' | 201.41' | N 60° 40' 53" E | 72° 39' 00" |
| K  | 90.00'   | 63.35'  | 59.42'  | N 60° 47' 30" E | 72° 34' 18" |
| L  | 90.00'   | 67.17'  | 62.23'  | S 58° 16' 14" E | 70° 35' 08" |
| M  | 220.00'  | 298.24' | 272.50' | S 30° 15' 55" E | 70° 55' 30" |

THIS IS NOT A  
EXHIBIT "B"  
YARDARM CONDOMINIUMS  
Percentage Ownership in Common Elements  
Upon Submission of Phase 1

PHASE 1

| <u>UNIT NO.</u> | <u>PERCENTAGE</u> | <u>UNIT NO.</u> | <u>PERCENTAGE</u> |
|-----------------|-------------------|-----------------|-------------------|
| 1               | 3.688             | 18              | 4.590             |
| 2               | 3.688             | 19              | 4.590             |
| 3               | 4.590             | 20              | 1.749             |
| 4               | 1.885             | 21              | 1.749             |
| 5               | 1.885             | 22              | 2.733             |
| 6               | 3.688             | 23              | 2.733             |
| 7               | 3.688             | 24              | 3.688             |
| 8               | 2.733             | 25              | 3.688             |
| 9               | 2.733             | 26              | 1.885             |
| 10              | 1.749             | 27              | 1.885             |
| 11              | 1.749             | 28              | 1.885             |
| 12              | 4.590             | 29              | 1.885             |
| 13              | 4.590             | 30              | 2.733             |
| 14              | 3.688             | 31              | 2.733             |
| 15              | 3.688             | 32              | 2.733             |
| 16              | 3.688             | 33              | 2.733             |
| 17              | 3.688             |                 |                   |

Percentage Ownership of Common Elements  
Upon Submission of Phase 2

PHASE 1

| <u>UNIT NO.</u> | <u>PERCENTAGE</u> | <u>UNIT NO.</u> | <u>PERCENTAGE</u> | <u>UNIT NO.</u> | <u>PERCENTAGE</u> |
|-----------------|-------------------|-----------------|-------------------|-----------------|-------------------|
| 1               | 1.559             | 12              | 1.939             | 23              | 1.153             |
| 2               | 1.559             | 13              | 1.939             | 24              | 1.559             |
| 3               | 1.939             | 14              | 1.559             | 25              | 1.559             |
| 4               | 0.798             | 15              | 1.559             | 26              | 0.798             |
| 5               | 0.798             | 16              | 1.559             | 27              | 0.798             |
| 6               | 1.559             | 17              | 1.559             | 28              | 0.798             |
| 7               | 1.559             | 18              | 1.939             | 29              | 0.798             |
| 8               | 1.153             | 19              | 1.939             | 30              | 1.153             |
| 9               | 1.153             | 20              | 0.739             | 31              | 1.153             |
| 10              | 0.739             | 21              | 0.739             | 32              | 1.153             |
| 11              | 0.739             | 22              | 1.153             | 33              | 1.153             |

PHASE 2

| <u>UNIT NO.</u> | <u>PERCENTAGE</u> | <u>UNIT NO.</u> | <u>PERCENTAGE</u> | <u>UNIT NO.</u> | <u>PERCENTAGE</u> |
|-----------------|-------------------|-----------------|-------------------|-----------------|-------------------|
| 34              | 0.798             | 49              | 1.939             | 64              | 0.798             |
| 35              | 0.798             | 50              | 0.739             | 65              | 0.798             |
| 36              | 1.559             | 51              | 0.739             | 66              | 1.559             |
| 37              | 1.559             | 52              | 1.153             | 67              | 1.559             |
| 38              | 1.153             | 53              | 1.153             | 68              | 1.153             |
| 39              | 1.153             | 54              | 1.559             | 69              | 1.153             |
| 40              | 0.739             | 55              | 1.559             | 70              | 0.739             |
| 41              | 0.739             | 56              | 0.798             | 71              | 0.739             |
| 42              | 1.939             | 57              | 0.798             | 72              | 1.939             |
| 43              | 1.939             | 58              | 0.798             | 73              | 1.939             |
| 44              | 1.559             | 59              | 0.798             | 74              | 1.559             |

## PHASE 2 (continued)

| <u>UNIT NO.</u> | <u>PERCENTAGE</u> | <u>UNIT NO.</u> | <u>PERCENTAGE</u> | <u>UNIT NO.</u> | <u>PERCENTAGE</u> |
|-----------------|-------------------|-----------------|-------------------|-----------------|-------------------|
| 45              | 1.559             | 60              | 1.153             | 75              | 1.559             |
| 46              | 1.559             | 61              | 1.153             | 76              | 1.559             |
| 47              | 1.559             | 62              | 1.153             | 77              | 1.559             |
| 48              | 1.939             | 63              | 1.153             | 78              | 1.939             |

Percentage Ownership of Common Elements  
Upon Submission of Phase 3

## PHASE 1

| <u>UNIT NO.</u> | <u>PERCENTAGE</u> | <u>UNIT NO.</u> | <u>PERCENTAGE</u> | <u>UNIT NO.</u> | <u>PERCENTAGE</u> |
|-----------------|-------------------|-----------------|-------------------|-----------------|-------------------|
| 1               | 1.135             | 12              | 1.413             | 23              | 0.842             |
| 2               | 1.135             | 13              | 1.413             | 24              | 1.135             |
| 3               | 1.413             | 14              | 1.135             | 25              | 1.135             |
| 4               | 0.581             | 15              | 1.135             | 26              | 0.581             |
| 5               | 0.581             | 16              | 1.135             | 27              | 0.581             |
| 6               | 1.135             | 17              | 1.135             | 28              | 0.581             |
| 7               | 1.135             | 18              | 1.413             | 29              | 0.581             |
| 8               | 0.842             | 19              | 1.413             | 30              | 0.842             |
| 9               | 0.842             | 20              | 0.540             | 31              | 0.842             |
| 10              | 0.540             | 21              | 0.540             | 32              | 0.842             |
| 11              | 0.540             | 22              | 0.842             | 33              | 0.842             |

## PHASE 2

| <u>UNIT NO.</u> | <u>PERCENTAGE</u> | <u>UNIT NO.</u> | <u>PERCENTAGE</u> | <u>UNIT NO.</u> | <u>PERCENTAGE</u> |
|-----------------|-------------------|-----------------|-------------------|-----------------|-------------------|
| 34              | 0.581             | 49              | 1.413             | 64              | 0.581             |
| 35              | 0.581             | 50              | 0.540             | 65              | 0.581             |
| 36              | 1.135             | 51              | 0.540             | 66              | 1.135             |
| 37              | 1.135             | 52              | 0.842             | 67              | 1.135             |
| 38              | 0.842             | 53              | 0.842             | 68              | 0.842             |
| 39              | 0.842             | 54              | 1.135             | 69              | 0.842             |
| 40              | 0.540             | 55              | 1.135             | 70              | 0.540             |
| 41              | 0.540             | 56              | 0.581             | 71              | 0.540             |
| 42              | 1.413             | 57              | 0.581             | 72              | 1.413             |
| 43              | 1.413             | 58              | 0.581             | 73              | 1.413             |
| 44              | 1.135             | 59              | 0.581             | 74              | 1.135             |
| 45              | 1.135             | 60              | 0.842             | 75              | 1.135             |
| 46              | 1.135             | 61              | 0.842             | 76              | 1.135             |
| 47              | 1.135             | 62              | 0.842             | 77              | 1.135             |
| 48              | 1.413             | 63              | 0.842             | 78              | 1.413             |

## PHASE 3

| <u>UNIT NO.</u> | <u>PERCENTAGE</u> | <u>UNIT NO.</u> | <u>PERCENTAGE</u> | <u>UNIT NO.</u> | <u>PERCENTAGE</u> |
|-----------------|-------------------|-----------------|-------------------|-----------------|-------------------|
| 79              | 1.413             | 89              | 0.581             | 99              | 0.842             |
| 80              | 0.540             | 90              | 0.842             | 100             | 0.540             |
| 81              | 0.540             | 91              | 0.842             | 101             | 0.540             |
| 82              | 0.842             | 92              | 0.842             | 102             | 1.413             |
| 83              | 0.842             | 93              | 0.842             | 103             | 1.413             |
| 84              | 1.135             | 94              | 0.581             | 104             | 1.135             |
| 85              | 1.135             | 95              | 0.581             | 105             | 1.135             |
| 86              | 0.581             | 96              | 1.135             | 106             | 1.135             |
| 87              | 0.581             | 97              | 1.135             | 107             | 1.135             |
| 88              | 0.581             | 98              | 0.842             | 108             | 1.413             |



THIS IS NOT A  
Percentage Ownership of Common Elements  
Upon Submission of Phase 4

PHASE 1

| <u>UNIT NO.</u> | <u>PERCENTAGE</u> | <u>UNIT NO.</u> | <u>PERCENTAGE</u> | <u>UNIT NO.</u> | <u>PERCENTAGE</u> |
|-----------------|-------------------|-----------------|-------------------|-----------------|-------------------|
| 1               | 0.862             | 12              | 1.075             | 23              | 0.640             |
| 2               | 0.862             | 13              | 1.075             | 24              | 0.862             |
| 3               | 1.075             | 14              | 0.862             | 25              | 0.862             |
| 4               | 0.441             | 15              | 0.862             | 26              | 0.441             |
| 5               | 0.441             | 16              | 0.862             | 27              | 0.441             |
| 6               | 0.862             | 17              | 0.862             | 28              | 0.441             |
| 7               | 0.862             | 18              | 1.075             | 29              | 0.441             |
| 8               | 0.640             | 19              | 1.075             | 30              | 0.640             |
| 9               | 0.640             | 20              | 0.407             | 31              | 0.640             |
| 10              | 0.407             | 21              | 0.407             | 32              | 0.640             |
| 11              | 0.407             | 22              | 0.640             | 33              | 0.640             |

PHASE 2

| <u>UNIT NO.</u> | <u>PERCENTAGE</u> | <u>UNIT NO.</u> | <u>PERCENTAGE</u> | <u>UNIT NO.</u> | <u>PERCENTAGE</u> |
|-----------------|-------------------|-----------------|-------------------|-----------------|-------------------|
| 34              | 0.441             | 49              | 1.075             | 64              | 0.441             |
| 35              | 0.441             | 50              | 0.407             | 65              | 0.441             |
| 36              | 0.862             | 51              | 0.407             | 66              | 0.862             |
| 37              | 0.862             | 52              | 0.640             | 67              | 0.862             |
| 38              | 0.640             | 53              | 0.640             | 68              | 0.640             |
| 39              | 0.640             | 54              | 0.862             | 69              | 0.640             |
| 40              | 0.407             | 55              | 0.862             | 70              | 0.407             |
| 41              | 0.407             | 56              | 0.441             | 71              | 0.407             |
| 42              | 1.075             | 57              | 0.441             | 72              | 1.075             |
| 43              | 1.075             | 58              | 0.441             | 73              | 1.075             |
| 44              | 0.862             | 59              | 0.441             | 74              | 0.862             |
| 45              | 0.862             | 60              | 0.640             | 75              | 0.862             |
| 46              | 0.862             | 61              | 0.640             | 76              | 0.862             |
| 47              | 0.862             | 62              | 0.640             | 77              | 0.862             |
| 48              | 1.075             | 63              | 0.640             | 78              | 1.075             |

PHASE 3

| <u>UNIT NO.</u> | <u>PERCENTAGE</u> | <u>UNIT NO.</u> | <u>PERCENTAGE</u> | <u>UNIT NO.</u> | <u>PERCENTAGE</u> |
|-----------------|-------------------|-----------------|-------------------|-----------------|-------------------|
| 79              | 1.075             | 89              | 0.441             | 99              | 0.640             |
| 80              | 0.407             | 90              | 0.640             | 100             | 0.407             |
| 81              | 0.407             | 91              | 0.640             | 101             | 0.407             |
| 82              | 0.640             | 92              | 0.640             | 102             | 1.075             |
| 83              | 0.640             | 93              | 0.640             | 103             | 1.075             |
| 84              | 0.862             | 94              | 0.441             | 104             | 0.862             |
| 85              | 0.862             | 95              | 0.441             | 105             | 0.862             |
| 86              | 0.441             | 96              | 0.862             | 106             | 0.862             |
| 87              | 0.441             | 97              | 0.862             | 107             | 0.862             |
| 88              | 0.441             | 98              | 0.640             | 108             | 1.075             |

PHASE 4

| <u>UNIT NO.</u> | <u>PERCENTAGE</u> | <u>UNIT NO.</u> | <u>PERCENTAGE</u> | <u>UNIT NO.</u> | <u>PERCENTAGE</u> |
|-----------------|-------------------|-----------------|-------------------|-----------------|-------------------|
| 109             | 1.075             | 121             | 0.640             | 133             | 0.407             |
| 110             | 0.407             | 122             | 0.640             | 134             | 1.075             |
| 111             | 0.407             | 123             | 0.640             | 135             | 1.075             |
| 112             | 0.640             | 124             | 0.441             | 136             | 0.862             |
| 113             | 0.640             | 125             | 0.441             | 137             | 0.862             |
| 114             | 0.862             | 126             | 0.441             | 138             | 0.862             |

REF: 3780 PG 1311

PHASE 4 (continued)

| <u>UNIT NO.</u> | <u>PERCENTAGE</u> | <u>UNIT NO.</u> | <u>PERCENTAGE</u> | <u>UNIT NO.</u> | <u>PERCENTAGE</u> |
|-----------------|-------------------|-----------------|-------------------|-----------------|-------------------|
| 115             | 0.862             | 127             | 0.441             | 139             | 0.862             |
| 116             | 0.441             | 128             | 0.862             | 140             | 0.862             |
| 117             | 0.441             | 129             | 0.862             | 141             | 0.862             |
| 118             | 0.441             | 130             | 0.640             | 142             | 0.862             |
| 119             | 0.441             | 131             | 0.640             | 143             | 1.075             |
| 120             | 0.640             | 132             | 0.407             |                 |                   |



EXHIBIT "C"

THIS IS NOT A  
State of Florida  
CERTIFIED COPY

OFF. REC. 3780 PG 1312



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of

YARDARM CONDOMINIUM ASSOCIATION, INC.

filed on March 11, 1981.

The Charter Number for this corporation is 756704.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
11th day of March, 1981.

George Firestone  
Secretary of State

THIS IS NOT A  
CERTIFIED COPY  
ARTICLES OF INCORPORATION  
OF

FILED  
MAR 11 11 10 AM '91  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

OFF. REC. 3780 PG 1313

YARDARM CONDOMINIUM ASSOCIATION, INC.

We, the undersigned, with other persons being desirous of forming a corporation not for profit, under the provisions of Chapter 617 of the Florida Statutes, do agree to the following:

ARTICLE I. NAME

The name of this corporation is YARDARM CONDOMINIUM ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the "Association".

ARTICLE II. PURPOSE

The Association is organized as a corporation not for profit under the terms and provisions of Chapter 617, Florida Statutes, and is a condominium association, as referred to and authorized by Section 718.111, Florida Statutes. The purpose for which the corporation is organized is to provide an entity responsible for the operation of a condominium in Hillsborough County, Florida, known as YARDARM CONDOMINIUMS ("Condominium"). The Declaration of Condominium and any amendments thereto whereby said Condominium has or will be created is herein called the "Declaration".

ARTICLE III. QUALIFICATIONS OF MEMBERS AND MANNER OF ADMISSION

Section 1. The members of the Association shall constitute all the record owners of residential condominium units in the Condominium. After receiving the approval of the Association, as required under the Declaration, change of membership in the Association shall be established by recording in the Public Records of Hillsborough County, Florida, a deed or other instrument establishing record title to a condominium unit and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner of such condominium unit shall thereupon be terminated.

Section 2. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner whatsoever except as an appurtenance to his condominium unit.

Section 3. The owner of each condominium unit shall be entitled to at least one (1) vote as a member of the Association. The exact number of votes to be cast by owners of a condominium unit and the manner of exercising voting rights shall be determined by the bylaws of the Association.

ARTICLE IV. CORPORATE EXISTENCE

The Association shall commence upon the filing of these Articles of Incorporation with the Secretary of State, State of Florida. The corporation shall exist perpetually.

THIS IS NOT A

ARTICLE V. DIRECTORS AND OFFICERS

The affairs of the Association shall be managed by its Board of Directors. The directors and officers may lawfully and properly exercise the powers set forth in Article "XI", Sections "3" and "4", notwithstanding the fact that some or all of them who may be directly or indirectly involved in the exercise of such powers and in the negotiations and/or consummation of the agreements executed pursuant to such powers are some or all of the persons with whom the corporation enters into such agreements or who own some or all of the proprietary interest in the entity or entities with whom the corporation enters into such agreements. Disclosure of such agreements by setting forth the same in the Declaration and/or the Amended Declaration of the Condominium, as initially declared or subsequently redeclared or amended, shall stand as an absolute confirmation of such agreements and the valid exercise by the directors and officers of the corporation of the powers pertinent thereto.

ARTICLE VI. BOARD OF DIRECTORS

Section 1. The business affairs of this corporation shall be managed by the Board of Directors.

Section 2. This corporation shall have five (5) members of the Board initially. The number of directors may be changed from time to time as provided by the bylaws, but their number may never be less than three (3).

Section 3. Directors of the Association shall be elected at the annual meeting of members in the manner determined by the bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the bylaws.

Section 4. The first election of directors shall not be held until unit owners other than the developer own fifteen percent (15%) or more of the units in the Condominium that will ultimately be operated by the Association. The directors named in these Articles shall serve until the first election of directors and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

Section 5. Directors need not be members of the Association.

Section 6. The names and addresses of the initial Board of Directors are as follows:

R. Donald Mastry  
The Tenth Floor, Florida Federal Building  
4th Street and Central Avenue  
St. Petersburg, Florida 33701

Roy G. Harrell, Jr.  
The Tenth Floor, Florida Federal Building  
4th Street and Central Avenue  
St. Petersburg, Florida 33701

Ernest L. Mascara  
The Tenth Floor, Florida Federal Building  
4th Street and Central Avenue  
St. Petersburg, Florida 33701



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Bob Remke  
1312 Apollo Beach Boulevard  
Apollo Beach, Florida 33570

Rick Remke  
1312 Apollo Beach Boulevard  
Apollo Beach, Florida 33570

OFF: 3780  
REC: 1315

#### ARTICLE VII. OFFICERS

Section 1. The officers of the corporation shall be a President, a Vice President, a Secretary, a Treasurer and such number of additional Vice Presidents and other officers as may be provided in the bylaws. The same person may hold the offices of Secretary and Treasurer simultaneously.

Section 2. The names of the persons who are to serve as officers of the Association until their successors are elected by the Board of Directors are as follows:

| <u>Office</u>  | <u>Name</u> |
|----------------|-------------|
| President      | Bob Remke   |
| Vice President | Rick Remke  |
| Secretary      | Rick Remke  |
| Treasurer      | Bob Remke   |

Section 3. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors.

Section 4. The officers shall have such duties, responsibilities, and powers as provided by the bylaws and by Chapter 718, Florida Statutes.

#### ARTICLE VIII. BYLAWS

The membership shall adopt bylaws for the Association at the first meeting of the Association after the approval of these Articles of Incorporation by the Secretary of State. Additional bylaws or alterations or rescission of the first bylaws shall be enacted by the membership in the manner provided in the bylaws.

#### ARTICLE IX. AMENDMENT TO ARTICLES

The Articles of Incorporation may be amended at any special or regular meeting by approval of not less than 75 percent of the entire membership of the Board of Directors and 75 percent of the members of the Association, or by not less than 80 percent of the votes of the entire membership of the Association. Any amendment to these Articles will be voted upon only after notice of any meeting as required by the bylaws of the Association.

#### ARTICLE X. INITIAL REGISTERED OFFICER AND AGENT

The street address of the initial registered office of the Association is:

The Tenth Floor, Florida Federal Building  
Fourth Street and Central Avenue  
St. Petersburg, Florida 33701

and the name of the initial registered agent of the Association at the address is:

Roy G. Harrell, Jr.

THIS IS NOT A  
CERTIFIED COPY

ARTICLE XI. POWERS

The Association shall have the following additional powers:

Section 1. All the powers set forth and described in Section 617.021, Florida Statutes, not repugnant to any of the provisions of Chapter 718, Florida Statutes.

Section 2. All the powers of an association as set forth in Chapter 718, Florida Statutes.

Section 3. To acquire and enter into agreements whereby it acquires leaseholds, membership or other possessory or use interests in lands or facilities including, but not limited to, country clubs, golf courses, marinas, tennis clubs, and other recreational facilities, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation or other use or benefit to the unit owners.

Section 4. 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 of the association.

Section 5. To acquire by purchase or otherwise, condominium units of the Condominium, subject, nevertheless, to the provisions of the Declaration and/or Bylaws relative thereto.

Section 6. To operate and manage the Condominium in accordance with the sense, meaning, direction, purpose, and intent of the Declaration as the same may from time to time be amended, and to otherwise perform, fulfill and exercise the powers, privileges, options, rights, duties, obligations, and responsibilities entrusted to or delegated to it by the Declaration and/or Bylaws.

ARTICLE XII. SUBSCRIBERS

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

R. Donald Mastry  
The Tenth Floor, Florida Federal Building  
Fourth Street and Central Avenue  
St. Petersburg, Florida 33701

Roy G. Harrell, Jr.  
The Tenth Floor, Florida Federal Building  
Fourth Street and Central Avenue  
St. Petersburg, Florida 33701

Ernest L. Mascara  
The Tenth Floor, Florida Federal Building  
Fourth Street and Central Avenue  
St. Petersburg, Florida 33701

THIS IS NOT A  
CERTIFIED COPY

We, the undersigned, being each of the subscribers hereto, do hereby subscribe to these Articles of Incorporation, and in witness whereof, we have hereunto set our hands and seals this 10th day of March, 1981.

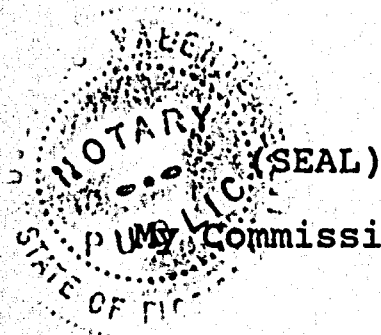
R. Donald Masty  
R. DONALD MASTRY

Roy G. Harrell, Jr.  
ROY G. HARRELL, JR.

Ernest L. Mascara  
ERNEST L. MASCARA

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 10th day of March, 1981, by R. DONALD MASTRY.

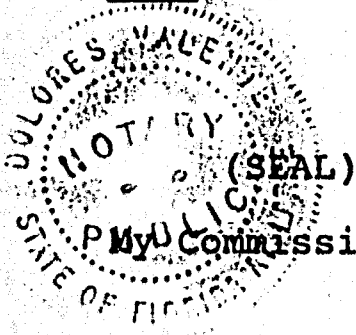


Dolores Valente  
Notary Public

Notary Public, State of Florida at Large  
My Commission Expires OCT. 2, 1982

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 10th day of March, 1981, by ROY G. HARRELL, JR.

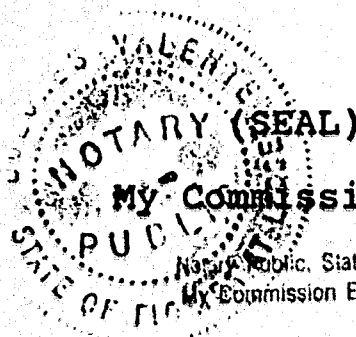


Dolores Valente  
Notary Public

Notary Public, State of Florida at Large  
My Commission Expires OCT. 2, 1982

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 10th day of March, 1981, by ERNEST L. MASCARA.



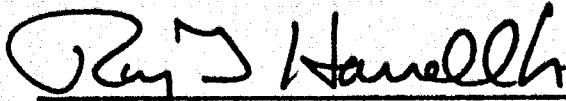
Dolores Valente  
Notary Public

Notary Public, State of Florida at Large  
My Commission Expires OCT. 2, 1982

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR  
THE SERVICE OF PROCESS WITHIN FLORIDA,  
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with Section 48.091, Florida Statutes, the following is submitted:

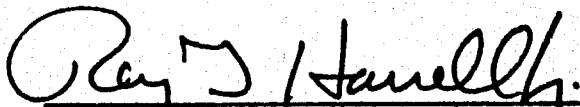
That YARDARM CONDOMINIUM ASSOCIATION, INC., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at Apollo Beach, State of Florida, has named ROY G. HARRELL, JR., located at The Tenth Floor, Florida Federal Building, Fourth Street and Central Avenue, St. Petersburg, Florida 33701, as its agent to accept service of process within Florida.



ROY G. HARRELL, JR., Incorporator  
of YARDARM CONDOMINIUM ASSOCIATION, INC.

Dated this 10th day of March, 1981.

Having been named to accept service of process for the above-stated corporation, at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.



ROY G. HARRELL, JR., Resident Agent  
for YARDARM CONDOMINIUM ASSOCIATION, INC.

Dated this 10th day of March, 1981.

OFF: 3780  
REC: 3780  
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OF  
CERTIFIED COPY

YARDARM CONDOMINIUM ASSOCIATION, INC.

A Florida non-profit Corporation

ARTICLE I. GENERAL

Section 1 - The Name. The name of the non-profit corporation shall be YARDARM CONDOMINIUM ASSOCIATION, INC.

Section 2 - Principal Office. The principal office of the Association shall be at 1312 Apollo Beach Boulevard, Apollo Beach, Florida, 33570, or at such other place as may be subsequently designated by the Board of Administration.

Section 3 - Definition. As used herein, the term "Association" shall be the equivalent of "Association" as defined in the Declaration of Condominium of YARDARM CONDOMINIUMS and all other words as used herein shall have the same definitions as attributed to them in said Declaration of Condominium.

ARTICLE II. DIRECTORS

Section 1 - Number and Term. The number of directors who shall constitute the whole Board of Administration shall be not less than three (3). Directors need not be Members. Within the limits above specified, the number of Directors shall be determined by the Members at the Annual Meeting. The Directors shall be elected at the Annual Meeting of the Members, and each Director shall be elected to serve for the term of one (1) year, or until his successor shall be elected and shall qualify. At least one of the Directors elected shall be a resident of the State of Florida and a resident of the United States.

Section 2 - Vacancy and Replacement. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a Special Meeting of Directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3 - Removal. Subject to the provisions dealing with transfer of Association control as set forth in the Declaration of Condominium and the Florida Statutes, any member of the Board of Administration may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the Board of Administration may be called by ten percent (10%) of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting.



Section 4 - First Board of Administration. The Directors of the first Board of Administration shall hold office and exercise all powers of the Board of Administration until the first Membership Meeting, anything herein to the contrary notwithstanding; provided any or all said Directors shall be subject to replacement in the event of resignation or death, as above provided.

Section 5 - Powers. The property and business of the Association shall be managed by the Directors of the Board of Administration who may exercise all powers not specifically prohibited by statutes, or the Declaration to which these Bylaws are attached. The powers of the Board of Administration shall specifically include, but not be limited to, the following items:

A. To make and collect assessments and establish the time within which payment of same are due.

B. To use and expend the assessments collected; to maintain, care for and preserve the units and Condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the unit owners.

C. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.

D. To enter into and upon the units when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservations.

E. To insure and keep insured said Condominium property in the manner set forth in the Declaration against loss from fire and/or other casualty, and the unit owners against public liability, and to purchase such other insurance as the Board of Administration may deem advisable.

F. To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violations of these Bylaws and the terms and conditions of the Declaration.

G. 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 of the Association.

H. To make reasonable rules and regulations for the occupancy of the Condominium parcels. Provided however, said Directors of the Board of Administration shall only act in the name of the Association when it shall be regularly convened after due notice to all Directors of such meeting.

Section 6 - Meetings.

A. The first meeting of each Board newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The Annual Meeting of the Directors of the Board of Administration shall be held at the place where the general Members' Meeting is, and immediately after the adjournment of same.

B. No notice of the Directors of the Board of Administration meeting shall be required if the Directors meet by unanimous written consent. The Directors may, by resolution duly adopted, establish regular monthly, quarter-annual or semi-annual meetings. If such resolution is adopted, no notice of such regular meetings of the Directors of the Board of Administration shall be required.

C. Special meetings of the Board may be called by the President on five (5) days' notice to each Director. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of three (3) Directors.

D. Notwithstanding the requirements as to notice contained above, all meetings of the Directors of the Board of Administration of the Association shall be open to the members of the Association and notices of such meetings stating the place and time thereof shall be posted conspicuously at least forty-eight (48) hours prior to any such meeting to call the members attention thereto, provided, however, in the event of an emergency such notice shall not be required.

E. At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Administration, except as may be otherwise specifically provided by statute or by these Bylaws. If a quorum shall not be present in any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present. All Board meetings shall be open to all unit owners.

F. Each Director shall have one (1) vote and such voting may not be by proxy.

G. The minutes of all meetings of unit owners and the Board of Administration shall be kept in a book available for inspection by unit owners or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

Section 7 - Order of Business. The order of business at all meetings of the Board shall be as follows:

- A. Roll call.
- B. Proof of notice of meeting or waiver of notice.
- C. Reading of minutes of last meeting.
- D. Consideration of communications.
- E. Resignations and elections.
- F. Reports of officers and employees.

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- G. Reports of committees.
  - H. Unfinished business.
  - I. Original resolutions and new business.
  - J. Adjournment.

Section 8 - Annual Statement. The Board will present, not less often than at the annual meetings, and when called for by a vote of the members, at any special meeting of the members, a full and clear statement of the business and condition of the Association.

### ARTICLE III. OFFICERS

Section 1 - Executive Officers. The executive officers of the Association shall be President, Vice President, Treasurer, and Secretary, all of whom shall be elected annually by said Board. Any two of said offices may be united in one person. If the Board so determines, there may be more than one Vice President and such other officers it deems necessary.

Section 2 - Appointive Officers. The Directors of the Board of Administration may appoint such other officers and agents as it may deem necessary, who shall hold office during the pleasure of the Board of Administration and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3 - Election. The Directors of the Board of Administration at its first meeting after each annual meeting of general members shall elect a President, a Vice President, a Treasurer, and a Secretary, none of whom, except the President, need be a member of the Board.

Section 4 - Term. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Administration may be removed, for cause, at any time by the affirmative vote of a majority of the whole Board of Administration.

#### Section 5 - The President.

A. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the Members and Directors; shall be ex officio member of all standing committees; shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect.

B. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal by the Association, except where the same is required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Directors of the Board of Administration to other officers or agents of the Association.

Section 6 - Vice President. He shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Directors of the Board of Administration.

Section 7 - The Secretary. He shall issue notices of all Board of Administration meetings and all meetings of the unit owners; he shall attend and keep the minutes of the same; he shall have charge of all of the Association's books,

records and papers except those kept by the Treasurer. He shall have custody of the seal of the Association.

Section 8 - The Treasurer. He shall have the following duties:

A. He shall have custody of the Association funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Administration. The books shall reflect an account for each unit in the manner required by the Condominium Act.

B. He shall disburse the funds of the Association as may be ordered by the Board in accordance with these Bylaws, making proper vouchers for such disbursements, and shall render to the President and Board of Administration at the regular meeting of the Board, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Association.

C. He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board.

D. He shall give status reports to potential transferees, on which reports the transferees may reply.

Section 9 - Vacancies. If the office of any Directors, or of the President, Vice President, Secretary, Treasurer, or one or more becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the Directors of the whole Board of Administration, provided for in these Bylaws, may choose a successor or successors who shall hold office for the unexpired term.

Section 10 - Resignations. Any Director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Association, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

#### ARTICLE IV. MEMBERSHIP

Section 1 - Transfers. Transfers of membership shall be made only on the books of the Association, and notice of acceptance of such transferee as a member of the Association shall be given in writing to such transferee by the President and Secretary of the Association. Transferor, in such instance, shall automatically be no longer a member of the Association. Membership in the Association may be transferred only as an incident to the transfer of the transferor's condominium parcel and his undivided interest in the common elements of the Condominium, and such transfers shall be subject to the procedures set forth in the Declaration.

Section 2 - Voting Members. Members of the Association shall be designated by the owner or owners, as recorded in the Public Records of Pinellas County, Florida, of a vested present interest in a single condominium parcel owning the majority interest in such single condominium parcel, the designation of whom shall be by statement filed with the Secretary of the Association, in writing, signed under oath. Such

member shall continue to cast the vote for all such owners of interests in a single condominium parcel until such time as another person is properly designated as the voting member by those persons or entities owning the majority interests in such single condominium parcel by a similar written, sworn statement filed with the Secretary. In addition,

A. An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote, which vote shall be cast by the voting member.

B. A person or entity owning more than one (1) condominium parcel may be designated as a voting member for each such condominium parcel which he owns. Failure by all owners of any single condominium parcel to file the aforementioned written, sworn statement with the Secretary prior to a Members' Meeting, will result in depriving such owner of a single condominium parcel of a vote at such meeting.

C. A membership may be owned by more than one owner, provided that membership shall be held in the same manner as title to the unit. In the event ownership is in more than one person, all the owners of such membership shall be entitled collectively to only one (1) voice or ballot in the management of the affairs of the Association in accordance with the Declaration of Condominium, and the vote may not be divided between plural owners of a single membership.

Section 4 - Corporate Owners. In the event the owner of a condominium parcel is not a natural person, the subject entity shall designate a natural person, who shall be entitled to occupy the condominium parcel, and such natural person shall be a member of the Association, subject to the procedures set forth in the Declaration.

#### ARTICLE V. MEETINGS OF MEMBERSHIP

Section 1 - Place. All meetings of the Association's membership shall be held at the office of the Association, or such other place as may be stated in the notice.

Section 2 - Annual Meeting. The first Annual Meeting of the Members of the Association shall be held sixty days following the date that unit owners other than the Developer own fifteen percent (15%) or more of the units in the Condominium.

A. Regular Annual Meetings subsequent to the date referred to above, shall be held on the first Wednesday in April of each succeeding year, if not a legal holiday; and if a legal holiday, then on the next secular day following.

Section 3 - Membership List. At least thirty (30) days before every election of Directors, a complete list of Members entitled to vote at said election, arranged numerically by condominium units, with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said thirty (30) days and throughout the election at the office of the Association, and shall be open to examination by any Member throughout such time.

#### Section 4 - Special Meetings.

A. Special Meetings of the Members for any purpose or purposes, unless otherwise prescribed by statute may be called by the President, and shall be called by the President or Secretary at the request, in writing, of ten



percent (10%) of the Members. Such request shall state the purpose or purposes of the proposed meeting.

B. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5 - Right to Vote. At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid and effective for the specific meeting for which it was originally given and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it.

In no event shall any one (1) member of the Association be designated a proxy for more than five (5) members. The appearance at any meeting of any member of the Association who has previously designated a proxy shall automatically revoke and terminate a proxy previously given by such member.

Section 6 - Vote Required to Transact Business. When a quorum is present at any meeting, the majority of the vote of the members present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the Florida Statutes or of these Bylaws, a different vote is required; in which case such express provision shall govern and control the decision of such question.

Section 7 - Quorum. Fifty-one percent (51%) of the total number of members of the Association present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, or by these Bylaws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 8 - Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of the Florida Statutes or of these Bylaws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action of such meeting if such meeting were held, shall consent in writing to such action being taken.

Section 9. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

#### ARTICLE VI. NOTICES

Section 1 - Definition. Whenever, under the provisions of the Florida Statutes or of these Bylaws, notice is required to be given to any Director or member, it shall not be construed to mean personal notice; but such notice may be given in writing by mail, by depositing the same in a post

office or letter box in a postpaid, sealed wrapper addressed as appears on the books of the Association.

Section 2 - Service of Notice - Waiver. Whenever any notice is required to be given under the provisions of the Florida Statutes or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3 - Notice. Written notice of any annual or special meeting of members, stating time, place and objective thereof, shall be served upon or mailed to each member entitled to vote thereat at such address as appears on the books of the Association. As to any annual meeting, fourteen (14) days advance written notice shall be given to each member, and, in addition, such notice shall be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to such meeting. As to any special meeting, five (5) days advance written notice shall be given to each member.

#### ARTICLE VII. FINANCES

Section 1 - Fiscal Year. The fiscal year shall begin the first day of April in each year. The Board of Administration is expressly authorized to change this fiscal year at any time for the convenience of the Association.

Section 2 - Checks. All checks or demands for money and notes of the Association shall be signed by any two of the following officers: President, Vice President, Secretary or Treasurer, or by such officer or officers, or such other person or persons as the Board may from time to time designate.

#### ARTICLE VIII. SEAL

Section 1 - Association Seal. The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization, and the words "non-profit incorporated". Said seal may be used by causing it, or a facsimile thereof, to be impressed, affixed, reproduced or otherwise.

#### ARTICLE IX. MISCELLANEOUS RULES

Section 1 - Rules and Regulations. In addition to the other provisions of these Bylaws, the following rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Directors of the Board of Administration, shall govern the use of the condominium units and the conduct of all residents thereof.

A. The condominium units shall be used only for residential purposes.

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

C. The use of the condominium units shall be consistent with existing law, these restrictions and so long as such use does not constitute a nuisance.

D. Condominium units may not be used for business use, nor for any commercial use whatsoever.

E. Common elements shall not be obstructed, littered, defaced nor misused in any manner.

F. No structural changes or alterations shall be made in any unit, except upon approval of the Board of Administration.

G. A condominium unit shall not be rented or leased except as permitted in the Declaration.

H. The transfer, lease, sale or sublease of units is subject to the approval of the Association as more particularly set forth in the Declaration of Condominium and the fee required to be paid by said Declaration shall be paid to the Association but said fee shall never exceed the sum of Fifty and No/100 Dollars (\$50.00). No charge shall be made in connection with an extension or renewal of a lease.

#### ARTICLE X. DEFAULT

**Section 1 - Default in Payments.** In the event an owner of a condominium parcel does not pay any sums, charges or assessments required to be paid to the Association within thirty (30) days from the due date, the Association, acting on its own behalf or through its Board of Association or Manager acting on behalf of the Association, may foreclose the lien encumbering the condominium parcel created by non-payment of the required moneys in the same fashion as mortgage liens are foreclosed. The Association shall be entitled to the appointment of a Receiver if it so requests. The Association shall have the right to bid in the condominium parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the Association may, through its Board of Administration, or Manager acting in behalf of the Association, or in its own behalf, bring suit to recover a money judgment for sums, charges or assessments required to be paid to the Association without waiving its lien securing same. In any action, either to foreclose its lien or to recover a money judgment brought by or on behalf of the Association against a condominium parcel owner, the losing defendant shall pay the costs thereof, together with a reasonable attorneys' fee, including that incurred on appeal.

A. If an action of foreclosure is brought against the owner of the condominium parcel for the nonpayment of moneys due the Association, and as a result thereof the interest of the said owner in and to the condominium parcel is sold, then, at the time of such sale, the condominium parcel owner's membership shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

B. If the Association becomes the owner of a condominium parcel by reason of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated, it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorneys' fees, and any and all expenses incurred in the re-sale of the condominium parcel, which shall include, but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurnishing of the condominium parcel in question. All moneys remaining after deducting the foregoing items of expense shall be returned to the former owner of the condominium parcel in question.

Section 2 - Violation of Declaration of Condominium. In the event of violation of the provisions of the enabling Declaration, restrictions and Bylaws, as the same are now or may hereafter be constituted, the Association, on its own behalf, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents just hereinabove enumerated, or sue for damages, or take all such courses of action at the same time, or for such other legal remedy it may deem appropriate.

A. In the event of such legal action brought against a condominium parcel owner, the losing defendant shall pay the plaintiff's reasonable attorneys' fee and court costs, including that incurred on appeal. Each owner of a condominium parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Association, and regardless of the intent of all owners of condominium parcels to give to the Association a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those moneys due and owing it from owners of condominium parcels and to preserve each other's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

#### ARTICLE XI. REGISTERS

Section 1 - Register. The Secretary of the Association shall maintain a register in the Association office showing the names and addresses of members.

Section 2 - Transfer Fee. If the Board of Directors deems it appropriate, an application for the transfer of membership or for a conveyance of interest in a condominium parcel or a lease of a condominium parcel shall be accompanied by an application fee in the amount of \$50.00, to cover the cost of contacting the references given by the applicant and such other costs of investigation that may be incurred by the Board.

Section 3 - Mortgage Register. The Association shall maintain a suitable register for the recording of pledged or mortgaged condominium parcels. Any pledgee or mortgagee of a condominium parcel may, but is not obligated, to notify the Association in writing of the pledge or mortgage. In the event notice of default is given any member, under an applicable provision of the Bylaws, or the Declaration, copy of such notice shall be mailed to the registered pledgee or mortgagee.

#### ARTICLE XII. SURRENDER

Section 1 - Repossession of Unit. In the event of the legal termination of a membership and of the occupancy rights thereunder, the member or any other person or persons in possession by or through the right of the member, shall promptly quit and surrender the owned unit to the Association in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the Association shall have the right to re-enter and to repossess the condominium unit. The member, for himself and any successor in interest, by operation of law or otherwise, hereby waives any and all notice and demand for possession if such be required by the Laws of Hillsborough County, State of Florida, or the United States of America.



## ARTICLE XIII. ASSESSMENTS

Section 1 - Assessments. The assessments of the Association shall be paid by each member in accordance with the annual budget. If for any reason the estimate proves to be in excess of the Association's needs, the balance shall be retained by the Association in its account in reduction of the next ensuing year's expenses. However, in the event said estimate is less than the actual economic needs of the Association, the Association shall have a right to assess its members for their prorata share of any additional monies so required and the same shall be paid upon demand. All assessments shall be made against unit owners not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. However, payments under the quarterly assessments shall be divided into and be payable in monthly installments on the fifteenth (15th) day of each month. Nothing herein shall prevent the Directors of the Board of Administration of the Association from paying taxes on retained monies or directing such payments; or, in the alternative, the Directors of the Board of Administration may return retained sums to unit owners in accordance with the percentage of their ownership prior to the end of the Association's fiscal year. There shall be paid at the time of purchase of a condominium unit by a purchaser an initial maintenance fee of \$100.00, which sum shall be over and above the assessments referred to in this Section 1.

## ARTICLE XIV. ANNUAL BUDGET

Section 1 - Annual Budget. The annual budget for common expenses for the condominium shall be adopted by the Directors of the Board of Administration of the Association. Said budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications as required by Florida Statutes. In addition, the budget must include items for reserve accounts for capital expenditures and deferred maintenance pursuant to Florida Statutes. A copy of the proposed annual budget of common expenses shall be mailed, by regular mail, to the unit owners at least thirty (30) days prior to the meeting at which the budget will be considered together with a notice of such meeting. Such meeting shall be open to the unit owners.

In the event the annual budget which requires assessments against unit owners in any fiscal or calendar year exceeds one hundred and fifteen percent (115%) of such assessments for the preceding year, upon written application of the Board of Administration of the Association by at least ten percent (10%) of the unit owners, a special meeting of the unit owners shall be held upon not less than ten (10) days written notice, by regular mail, to each unit owner nor more than thirty (30) days after the delivery of such application to the Board of Administration. At such special meeting, the unit owners may consider and enact a revision of the budget or recall any and all members of the Board of Administration and elect their successors. Any revision of the annual budget or the recall of any and all members of the Board of Administration shall require a vote in the manner described in this paragraph of not less than a majority of all of the unit owners and not of just those present at the special meeting.

In determining whether assessments exceed one hundred and fifteen percent (115%) of assessments for prior



years, there shall be excluded from the computation any provision for reasonable reserves made by the Board of Administration with respect to the repair or replacement of the condominium property or with respect to anticipated expenses of the Association which are not expected to be incurred on a regular or annual basis and there shall be excluded from such computation, assessments for betterments to the condominium property.

As long as the developer is in control of the Board of Administration, said Board shall not impose an assessment for a year greater than one hundred and fifteen percent (115%) of the prior fiscal or calendar year's assessment without the approval of a majority of the unit owners.

As an alternative to the methods for adjusting the annual budget, the Board of Administration may propose the budget to the unit owners at a meeting of the Association, or by writing, and if such budget or proposed budget be approved by the unit owners at the meeting, or by a majority of all of the unit owners in writing, such budget shall not thereafter be re-examined by the unit owners.

#### ARTICLE XV. MINUTES OF MEETINGS

Minutes of all meetings of the Association and the Board of Directors shall be kept in a businesslike manner and be made available for inspection by unit owners and Board members at all reasonable times.

#### ARTICLE XVI. SALARIES

Section 1 - Officers and Directors. No officers or Directors shall, for reason of his office, be entitled to receive any salary or compensation, but nothing herein shall be construed to prevent an officer or Director from receiving any compensation from the Association for any duties other than as an officer and Director.

Section 2 - Employees. The Directors of the Board of Administration shall hire and fix the compensation of any and all employees, which they, in their discretion, may determine to be necessary in the conduct of the business of the Association.

#### ARTICLE XVII. AMENDMENT OF BYLAWS

The Bylaws of the Association may be altered, amended or repealed, unless specifically prohibited herein, at any regular or special meeting of the members by a three-fourths (3/4) vote of all members of the Association, and provided that notice of said membership meeting has been given in accordance with these Bylaws, and that the notice as aforesaid contained a full statement of the proposed amendment. No modification or amendment to the Bylaws shall be valid unless set forth or annexed to a duly recorded amendment to the Declaration of Condominium. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended, new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or

deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw. See Bylaw \_\_\_\_\_ for present text." Nonmaterial errors or omissions in the Bylaw process shall not invalidate an otherwise properly promulgated amendment.

#### ARTICLE XVIII. CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires. Should any of the covenants herein imposed be void or become unenforceable at law, or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

THE END

THIS IS NOT A  
EXHIBIT "D"  
PHASE PROJECT STATEMENT

The Developer contemplates the development of four (4) phases in this condominium in accordance with the survey and plot plan set forth in Exhibit "A" of Schedule 1 of this Prospectus. In furtherance of this intention, the Developer hereby submits with the original Declaration of Condominium Phase 1 set forth in Exhibit "A" to the condominium form of ownership. Other than the phase submitted with this original Declaration of Condominium, the Developer does contemplate the submission of Phase 2, Phase 3, and Phase 4 to this condominium. Each phase shall contain the following number of units: 33 units in Phase 1, 43 units in Phase 2, 41 units in Phase 3, and 25 units in Phase 4. The general size of each unit as to Phase 1 is more specifically set forth in Exhibit "A" attached to the Declaration of Condominium. As Phase 2, Phase 3, and Phase 4 are completed, assuming such completion, the Developer shall record an amendment to the original Declaration of Condominium which, among other things, will show that the units in the particular phase are substantially completed in accordance with Section 718.104(e), Florida Statutes.

Each unit owner's percentage ownership in the common elements will decrease by reason of submission of Phase 2, Phase 3, and/or Phase 4 to the condominium form of ownership in accordance with this Prospectus. The impact which the completion of subsequent phases will have upon the initial phases submitted herewith would be that the percentage ownership in the common elements would be reduced in accordance with Exhibit "B" to the Declaration of Condominium. A time period within which each phase shall be completed is as follows: As to Phase 1, April 3, 1982, as to Phase 2, October 3, 1983, as to Phase 3, April 3, 1985, as to Phase 4, October 3, 1986. The time periods set forth above as it may relate to Phase 2, Phase 3, and Phase 4 shall only be applicable if the Developer elects to build said phase or phases.

The land which may become part of the condominium and the land on which each phase is to be built is set forth in Exhibit "A" attached to the Declaration and by this reference made a part thereof. The recreational facilities contemplated to be constructed shall be constructed under the following conditions: One (1) tennis court shall be built upon completion of Phase 1. Should Phase 2 be completed, one (1) swimming pool shall be built. Pool furnishings will also be provided at such time. Should Phase 3 be completed, a second swimming pool shall be built and pool furnishings likewise supplied. Should Phase 4 be completed, a second tennis court shall be built. The recreational facilities mentioned above with each phase shall only be built if said respective phase is completed. The membership vote and ownership in the Association attributable to each unit in each phase shall not change or be altered by virtue of phases being completed or by virtue of the Developer not completing one or more phases contemplated to be constructed herein.

THIS IS NOT A  
EXHIBIT "E"YARDARM CONDOMINIUM ASSOCIATION, INC.  
PROPOSED MONTHLY AND YEARLY BUDGET  
FOR PHASE #1

|   | MONTHLY           | YEARLY             |
|---|-------------------|--------------------|
| Management Fee & Ground Maintenance                         | \$ 866.00         | \$10,392.00        |
| Lawn Care   | N/A               | N/A                |
| Pool  | N/A               | N/A                |
| Pool Heating  | N/A               | N/A                |
| Electricity   | 300.00            | 3,600.00           |
| Water & Sewer   | 180.00            | 2,160.00           |
| Trash Collection  | 86.00             | 1,032.00           |
| Insurance   | 525.00            | 6,300.00           |
| General Repairs & Maintenance<br>(Incl. Roads)              | 75.00             | 900.00             |
| Professional Fees (Accounting & Legal)                      | N/A               | N/A                |
| Salaries, Payroll Tax & Workmen's Comp.                     | N/A               | N/A                |
| Supplies & Miscellaneous                                    | 50.00             | 600.00             |
| Reserves:   |                   |                    |
| Roof Replacement  | 20.00             | 240.00             |
| Painting  | 15.00             | 180.00             |
| Paving  | 15.00             | 180.00             |
| Recreational Facilities:                                    |                   |                    |
| Tennis Court & Amenities                                    | 50.00             | 600.00             |
| Administration of the Association                           | N/A               | N/A                |
| Rent for Recreational and other<br>commonly used facilities | N/A               | N/A                |
| Taxes upon Association property                             | N/A               | N/A                |
| Taxes upon leased areas                                     | N/A               | N/A                |
| Security provisions   | N/A               | N/A                |
| Operating capital   | N/A               | N/A                |
| Fees payable to the Division (See Misc.)                    | N/A               | N/A                |
| Rent for the unit if subject to a lease                     | N/A               | N/A                |
| Rent payable by unit owner directly to<br>lessor            | N/A               | N/A                |
| ESTIMATED TOTAL EXPENSES                                    | <u>\$2,182.00</u> | <u>\$26,184.00</u> |

This budget is guaranteed by the Developer that it will not increase over the stated dollar amount as set forth above for a period of one year commencing from the date of the first closing and the Developer hereby obligates itself to pay any amount of common expenses incurred which are not produced by assessments that may be due and payable by unit owners during this period of time.

For those unit owners who will have the exclusive right to use a boat slip, please add \$5.00 per month to the monthly maintenance due and payable to cover common expenses attributable to said boat slips.

As each phase is completed, a new budget will be given which shall contemplate additional expenses and revenues.



THIS IS NOT A  
EXHIBIT "E"ASSESSMENT TO EACH CONDOMINIUM UNIT  
IN PHASE #1, BASED UPON PROPOSED BUDGET

| <u>UNIT NO.</u> | <u>MONTHLY</u> | <u>YEARLY</u> | <u>UNIT NO.</u> | <u>MONTHLY</u> | <u>YEARLY</u> |
|-----------------|----------------|---------------|-----------------|----------------|---------------|
| 1               | 80.47          | 965.67        | 18              | 100.15         | 1201.85       |
| 2               | 80.47          | 965.67        | 19              | 100.15         | 1201.85       |
| 3               | 100.15         | 1201.85       | 20              | 38.16          | 457.96        |
| 4               | 41.13          | 493.57        | 21              | 38.16          | 457.96        |
| 5               | 41.13          | 493.57        | 22              | 59.63          | 715.61        |
| 6               | 80.47          | 965.67        | 23              | 59.63          | 715.61        |
| 7               | 80.47          | 965.67        | 24              | 80.47          | 965.67        |
| 8               | 59.63          | 715.61        | 25              | 80.47          | 965.67        |
| 9               | 59.63          | 715.61        | 26              | 41.13          | 493.57        |
| 10              | 38.16          | 457.96        | 27              | 41.13          | 493.57        |
| 11              | 38.16          | 457.96        | 28              | 41.13          | 493.57        |
| 12              | 100.15         | 1201.85       | 29              | 41.13          | 493.57        |
| 13              | 100.15         | 1201.85       | 30              | 59.63          | 715.61        |
| 14              | 80.47          | 965.67        | 31              | 59.63          | 715.61        |
| 15              | 80.47          | 965.67        | 32              | 59.63          | 715.61        |
| 16              | 80.47          | 965.67        | 33              | 59.63          | 715.61        |
| 17              | 80.47          | 965.67        |                 |                |               |

THIS IS NOT A  
EXHIBIT "F"  
CERTIFIED COPY  
MANAGEMENT AGREEMENT

THIS AGREEMENT, made this 16th day of March, 1981, by and between YARDARM CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, hereinafter called the "Association", and REMKE DEVELOPMENT, INC., a Florida corporation, hereinafter called "Manager".

W I T N E S S E T H:

WHEREAS,

(1) The Association is the governing body for the condominium located in Hillsborough County, Florida; and

(2) The Manager is familiar with its proposed operation, the Manager and the Developer being the same entity; and

(3) The Association desires to designate a managing agent for said condominium;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows:

1. Definitions: The terms used in the Management Agreement which are or shall be defined in the Condominium Act or the Declaration of Condominium unless provided to the contrary shall have the meanings assigned to such terms by said Act or Declaration.

2. Employment. The Association hereby appoints the Manager and the Manager hereby accepts the appointment on the terms and conditions provided for in this Management Agreement.

3. Exclusiveness. The management provided for herein shall be exclusively performed by or under the direct control and supervision of the Manager.

4. Term: The term of this Agreement shall commence on the date at which the first closing of a sale of a condominium unit in the condominium shall occur and shall continue in full force and effect until such time as all of the units that will be operated ultimately by the Association have been sold by the Developer, or until such time as the Association elects to exercise any rights to terminate that may be granted it under the Condominium Act; provided, however, the Manager shall have the right to terminate this Management Agreement upon thirty (30) days prior written notice to the Association.

5. Powers and Duties of the Manager: The Manager shall have all of the powers and duties to the exclusion of all other persons and shall perform by way of illustration, and not of limitation, the following services:

A. Cause to be hired, paid and supervised, all persons necessary to be employed in order to properly maintain and operate the condominium, who, in each instance, may be the employees of the Association or the Manager, as the Manager in its absolute discretion shall determine, and cause to be discharged all persons unnecessary or undesirable.

B. Cause the Common Elements and Limited Common Elements to be maintained, repaired and replaced, as set forth in the Declaration, including interior and exterior cleaning and repairs and alterations to plumbing, electrical work, carpentry, painting, decorating and such other incidental alterations or changes therein as may be proper. Ordinary repairs, replacements or alterations involving an expenditure of more than \$1,000 for any one item shall be made only with the prior written approval of the Association, but emergency repairs, immediately necessary for the preservation or safety of the buildings or for the safety of Unit Owners, tenants or other persons, or required to avoid suspension of any necessary service in the buildings, may be made by the Manager irrespective of the cost thereof, without the prior approval of the Association.

C. Cause all such acts and things to be done in or about the condominium as shall be necessary to comply with any and all orders or violations affecting the premises, placed thereon by any governmental authority having jurisdiction thereof, subject to the limitation with respect to amount of expenditure involved as contained in the preceding subparagraph of this Section.

D. Enter into contracts for garbage and trash removal, vermin extermination and other services; purchase all tools, equipment, and supplies which shall be necessary to properly maintain and operate the condominium; and make all such contracts and purchases in either the Association or the Manager's name as the Manager shall elect, all subject to Association's approval.

E. Solicit bids and make proposals to the Association concerning insurance and settlement of insurance claims.

F. Make a careful audit of all bills received for services, work, and supplies ordered in connection with maintaining and operating the condominium, pay all such bills and also pay water charges, sewer charges and assessments assessed with respect to the Common Elements, if any, as and when the same shall become due and payable.

G. Bill Unit Owners for Common Expenses and use its best efforts to collect same. In this regard the Association hereby authorizes the Manager to make demand for all regular and special assessments and charges which may be due the Association.

H. Consider and, where reasonable, attend to the complaints of the Unit Owners or their tenants.

I. Assist the Association in preparing and filing the necessary forms for unemployment insurance, Social Security taxes, withholding taxes, and all other forms required by any federal, state or municipal authority.

J. Deposit all funds collected from the Association's members or otherwise accruing to the Association, in a special bank account or accounts of the Association, in a bank in Hillsborough County, Florida, with suitable designation indicating their source.

K. Assist the Association in maintaining in a satisfactory manner the books of account, check books, minute books and other records of the Association.

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COPY  
L. In conjunction with the accountant for the Association, arrange for an annual audit of the books of account of the Association, including an annual report each year of the operations of the Association for the year then ended, but only if required by the Association for the year then ended, but only if required by the Association. A copy of each such annual report shall be sent by the Association to each Unit Owner.

M. Assist the Association in preparing and submitting annually an operating budget setting forth the anticipated income and expenses of the condominium for the ensuing year; notify Unit Owners of annual and all other assessments of Common Expenses as determined by the Board of Directors of the Association as more particularly set forth in the Bylaws of the Association. These duties shall be purely clerical and ministerial in nature.

N. Cause a representative of its organization to attend meetings of the Unit Owners and of the Board of Directors of the Association and, if desired by the Board, have its representative act as secretary and record the minutes of such meetings.

O. Assist the Association in preparing and sending out all notices of Board of Directors meetings and Members meetings and such other letters and reports as the Board may request.

P. Recommend attorneys, accountants, and such other experts and professionals to the Association whose services the Manager may reasonably require to effectively perform its duties hereunder.

Q. Maintain, manage, supervise and direct the Recreational Facilities owned by the Association or Unit Owners for the use of its members and propose rules and regulations to the Association concerning the use thereof. The management agent may uniformly enforce rules and regulations adopted from time to time by the Association.

R. The Association may not delegate such powers, duties and responsibilities to the management agent which would be contrary to Florida law.

6. The amount of money to be paid for each service, obligation or responsibility set forth in Paragraph 5 above, the time schedule indicating how often the same shall be performed and the number of personnel to be used in implementing said service, obligation or responsibility is as follows:

A. The subparagraphs B and R of Paragraph 5 hereof shall be designated as "On-Site Supervisory Services" and shall be allocated the sum of \$290.00 per month and \$3,480.00 per year. These services to be performed shall be provided by the Manager on a five and one-half (5 1/2) day per week basis. At no time shall there be less than two (2) personnel employed by the Manager for the purpose of providing On-Site Supervisory Services.

B. The subparagraphs A, C, D, E, G, H, K, L, M, N, O and P of Paragraph 5 hereof shall be designated as "Administrative Services" and shall be allocated the sum of \$290.00 per month and \$3,480.00 per year. These services to be performed shall be provided by the Manager on an as-needed basis. At no time shall there be less than two (2) personnel employed by the Manager for the purpose of providing Administrative Services.



C. The subparagraphs F, G, I, J, K, L and M of Paragraph 5 hereof shall be designated "Accounting Services" and shall be allocated the sum of \$286.00 per month and \$3,432.00 per year. These services to be performed shall be provided by the Manager on either a weekly, monthly, quarterly or annual basis, or more frequently as needed in accordance with generally accepted accounting principles, or as may be required by any federal, state or municipal authority. At no time shall there be less than two (2) personnel employed by the Manager for the purpose of providing Accounting Services.

7. Reimbursed Expenses. The Association authorizes the Manager to perform any act or do anything necessary or desirable in order to carry out its duties hereunder, and everything done by the Manager hereunder shall be done as agent of the Association and all obligations or expenses incurred thereunder shall be for the account, on behalf, and at the expense of the Association. Any payments made by the Manager hereunder shall be made out of such funds as the Manager may, from time to time, hold for the account of the Association or as may be provided by the Association. The Manager shall not be obliged to make any advance to or for the account of the Association, nor to pay any amount except out of funds held or provided as aforesaid, nor shall the Manager be obliged to incur any liability or obligation unless the Association shall furnish the Manager with the necessary funds for the discharge thereof. If the Manager shall voluntarily advance, for the Association's account, any amount for the payment of any proper obligation or necessary expense connected with the maintenance or operation of the condominium, or otherwise, the Manager may reimburse itself out of the first collections from the Unit Owners. The Manager shall confer fully with the Association in the performance of its duties hereunder.

8. Indemnification. The Manager shall not be liable to the Association for any loss or damage not caused by the Manager's own negligence or wilful misconduct. The Association will indemnify and save harmless the Manager from any liability for damages, costs and expenses for injury to any person or property in, about and in connection with the condominium from any cause whatsoever, unless such injury shall be caused by the Manager's own negligence or wilful misconduct.

9. Compensation. As compensation for its services hereunder, the Association shall pay to the Manager the full amount of all sums disbursed or incurred by the Manager in the performance of his duties hereunder, plus the sum of \$866.00 per month and \$10,392.00 per year.

10. Notices. All notices which the parties hereto may desire or be required to give hereunder shall be deemed to have been properly given and shall be effective when and if sent by United States regular mail, postage prepaid, addressed to the Association at 1312 Apollo Beach Boulevard, Apollo Beach, Florida 33570, and to the Manager at 1312 Apollo Beach Boulevard, Apollo Beach, Florida 33570 or to such other addresses as either of the parties may designate in writing.

11. Benefit. This Agreement and every provision hereof shall bind, apply to and run in favor of the Association and the Manager and respective successors in interest, and may not be changed, waived, or terminated orally. Neither of the parties may assign this Agreement without the written consent of the other.

12. Severability. If any section, subsection, sentence, clause, phrase or word of this Agreement shall be and is, for any reason, held or declared to be inoperative or void, such holding will not affect the remaining portions of this Agreement and it shall be construed to have been the intent of the parties hereto to have agreed without such inoperative or invalid part therein and the remainder of this Agreement, after the exclusion of such parts, shall be deemed and held to be as valid as if such excluded parts had never been included therein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

YARDARM CONDOMINIUM ASSOCIATION, INC.,  
a Florida non-profit corporation.

ATTEST [Signature] BY: [Signature]  
Its Secretary Its President

REMKE DEVELOPMENT, INC.  
a Florida corporation

ATTEST [Signature] BY: [Signature]  
Its Secretary Its President

(CORPORATE SEAL)

