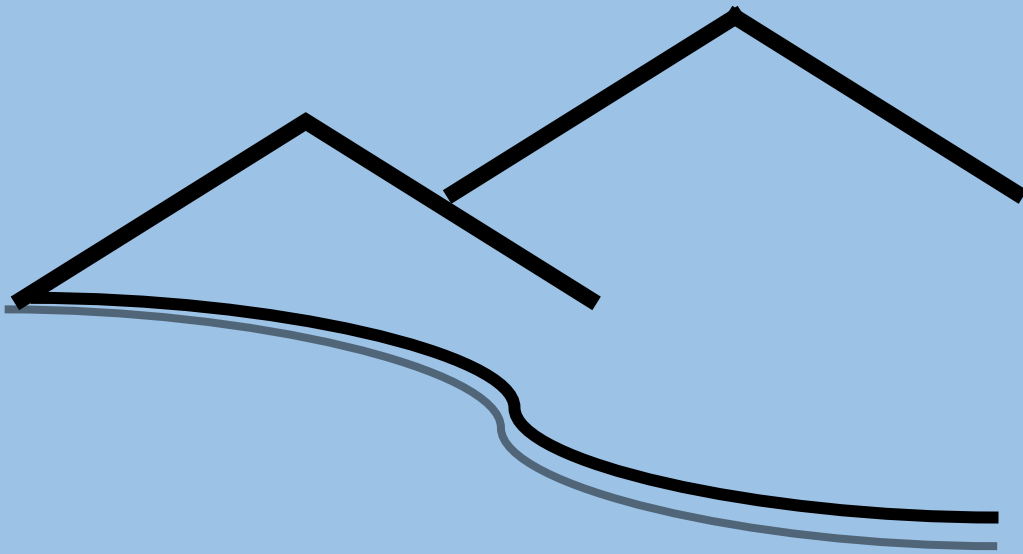


Mainlands of Tamarac by the Gulf Unit One Association Inc.



Declaration of Condominium Articles of Incorporation By-Laws

UNIT 1 CONDOMINIUM DOCUMENTS, ARE DESIGNED TO ENHANCE THE JOY OF LIVING IN A CONDOMINIUM COMMUNITY. IT SHOULD BE PRESERVED FOR YOUR USE, AND SHOULD BE TURNED OVER TO FUTURE OWNERS OR TENANTS SO THAT RESIDENTS AND GUESTS MAY ABIDE BY REGULATIONS FOR THE GOOD OF ALL.

Printed November 2023

Prepared By and Return To:
Anne M. Hathorn, Esq.
Anne Hathorn Legal Services, LLC
150 2nd Ave. N., Suite 1270
St. Petersburg, FL 33701

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
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**CERTIFICATE OF RECORDING THE AMENDED, RESTATED, INTEGRATED
AND CONSOLIDATED DECLARATIONS OF CONDOMINIUMS OF
MAINLANDS OF TAMARAC BY THE GULF, UNITS 1A, 1B, AND 1C**

WE HEREBY CERTIFY THAT the attached true and correct copy of the Amended, Restated, Integrated and Consolidated Declarations of Condominiums of Mainlands of Tamarac By The Gulf, Units 1A, 1B, and 1C, and exhibits thereto, originally recorded in Official Records Books/Pages 2496/86, 2965/89 and 3146/571, respectively, of the Public Records of Pinellas County, Florida, wherein all previous amendments were duly adopted in the manner provided in the Governing Documents and then integrated and consolidated into the foregoing document and exhibits thereto.

IN WITNESS WHEREOF, we have affixed our hands this 25 day of October, 2023, in Pinellas County, Florida.

WITNESSES:

Elaine Danielson
Printed Name: Elaine Danielson

Dawn Harper
Printed Name: Dawn Harper

MAINLANDS OF TAMARAC BY THE GULF
UNIT NO. 1 ASSOCIATION, INC.

BY: Dorothy E Muller
Dorothy Muller, President

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 25 day of October, 2023, by Dorothy Muller, as President on behalf of Mainlands of Tamarac By The Gulf Unit No. 1 Association, Inc., a Florida not-for-profit corporation. She is personally known to me or has produced valid photo identification.

WITNESS my hand and official seal in the County and State last aforesaid, this 25 day of October, 2023.



JOSEPH POLKOWSKI
Notary Public
State of Florida
Comm# HH144552
Expires 7/5/2025

Notary Public, State of Florida at Large

Joseph Polkowski
Printed Name: Joseph Polkowski
My Commission Expires: 7/5/2025

AMENDED, RESTATED, INTEGRATED AND CONSOLIDATED
DECLARATIONS OF CONDOMINIUMS OF MAINLANDS OF
TAMARAC BY THE GULF, UNITS 1A, 1B, AND 1C

1. Purpose. The purpose of this Declaration is to submit the lands herein described and the improvements to be constructed thereon to the Condominium form or ownership and use in the manner provided by Chapter 718, Florida Statutes, herein called the Condominium Act.

A. Name and Address: The name by which these Condominiums is to be identified is MAINLANDS OF TAMARAC BY THE GULF, UNITS 1A, 1B, and 1C, and the address is: 10161 49th Street North, Suite L, Pinellas Park, Florida 33782.

B. Plans and Specifications. The Condominium is to be constructed substantially in accordance with plans for the Developer, which plans and specifications have been filed and recorded herewith as **Exhibit A**, and Survey prepared by West Coast Engineering Corporation, Registered Land Surveyor, on September 18, 1968, being Order Number 1433, which is attached thereto.

C. The Land. The lands owned by Developer, which are hereby submitted to the Condominium form of ownership, are described lands, lying in Pinellas County, Florida attached hereto as **Exhibit B**.

2. Development Plan. The development plan of Condominium ownership for said property will, and does by these presents, divide said real property into the following separate freehold estates:

A. Three Hundred Forty One (341) separately designated and legally described freehold estates consisting of all of the land and improvements thereon, as described in those certain Condominiums as recorded in Condominium Plat Book 3, Pages 41 and 42; Condominium Plat Book 3, Pages 48 through 53, inclusive; and Condominium Plat Book 4, Pages 44 and 45, all of the Public Records of Pinellas County, Florida.

B. A freehold estate consisting of all the real property heretofore described in this Declaration and subject to the Condominium, less and excepting therefrom the "Condominium Units" hereinabove referred to in subparagraph A of this Section 2, which estate (consisting of the freehold estate and the aforesaid easement) is hereby referred to as the "Common Elements," which shall include but is not limited to the street areas, ingress and egress to United State Highway Nineteen (19), "swales," sidewalks, water and sewer lines, storm drains and the drainage system of the properties, conduits and street lighting located within the easement area and reserved and specifically made a part of the aforesaid Common Elements.

C. The areas designated as "roads," "sidewalks," ingress and egress to United States Highway Nineteen (19), "swales," all of which are within the easement heretofore

set out, shall be utilized by all of the members of the Condominium in accordance with this Declaration and the By-Laws filed herewith, and said easement and all rights appurtenant thereto are specifically made a portion of the "Common Elements" and said easement to remain in existence for the life of the Condominium.

D. The undivided interest in the "Common Elements" hereby established, and which shall be conveyed with each respective "Condominium Unit" is, and shall be a 1/341 undivided share of all Common Elements per Unit.

3. Definitions. The terms used herein or in the exhibits attached hereto shall have the meanings stated in the Condominium Act and as follows, unless the context otherwise requires:

A. Unit means Unit defined by the Condominium Act.

B. Unit Owner means Unit Owner as defined by the Condominium Act.

C. Association means MAINLANDS OF TAMARAC BY THE GULF UNIT 1 ASSOCIATION, INC., and its successors.

D. Common Elements shall include the tangible personal property required by the maintenance and operation of the Condominium, even though owned by the Association, as well as the items stated in the Condominium Act.

E. Common Expenses include:

1. Expenses of administration, expenses of maintenance, operation, repair or replacement of the Common Elements, and of the portions of Units to be maintained by the Association; rental, taxes, assessments, insurance, maintenance, operation, repair, replacement, alteration or improvement, of the swimming pool, pool deck, recreational improvements, and facilities located upon the Condominium recreational properties.

2. Expenses declared Common Expenses by provisions of this Declaration or the By-Laws.

3. Any valid charge against the Condominium as a whole.

F. Condominium means all the Condominium Property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

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

H. Utility Services as used in the Condominium Act and construed with reference to this Condominium, and as used in the Declaration and By-Laws, shall include, but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal. If any Unit Owner fails to pay his share of any utility services, the costs of which are the responsibility of the Association, upon notice of a delinquency from the City of Pinellas Park, or other agency or entity having jurisdiction, the Association has the authority to discontinue the utility services to the Unit in question, subject to applicable law. In the event of a delinquency, the Association shall levy the costs against that Unit, and the charges shall be an assessment as set forth in the Declaration, and is subject to the Lien rights and other collection and foreclosure procedures set forth in the Declaration for all other assessments.

4. The Units. The Units of the Condominium are more particularly described and the rights of their owners established as follows:

A. Unit Symbols. Each Unit is defined by a symbol designating the location of such Unit.

B. Appurtenance to Units. The owner of each Unit shall own a share and certain interests in the Condominium Property which are appurtenant to his Unit, including, but not limited to the following items which are appurtenant to the several Units as indicated.

1. Common Elements and Common Surplus. The undivided interest in the Common Elements and Common Surplus which is appurtenant to each Unit is an undivided 1/341 each to each of the 341 Units.

2. Association. The membership of each Unit Owner in the Association and the interest of each Unit Owner in the funds and assets held by the Association.

C. Unit Boundaries. Each Unit shall include that part of the Condominium Property which lies within the boundaries of the Unit, which boundaries shall be determined, as follows:

1. Upper and Lower Boundaries. The upper and lower boundaries of each Unit shall be determined in the same manner and under the same laws which establish the upper and lower boundaries of a parcel of real property, title to which is held in fee simple.

2. Perimetrical Boundaries. The perimetrical boundaries of each Unit shall be shown on the plans and specifications attached hereto as **Exhibit A** wherein each Unit is identified and the perimetrical boundaries indicated by four intersecting straight or curved lines surrounding the Unit identification symbol.

5. Maintenance, Alteration and Improvement. The responsibility for the maintenance of the Condominium property and restrictions upon the alteration and improvement thereof, shall be as follows:

A. Units.

1. Sprinkler System. The Association shall operate, maintain, repair and alter a water sprinkler system constructed over, through and upon all the Condominium Property; accordingly there is hereby reserved in favor of the Association the right to operate, maintain, repair and alter a water sprinkler system over, through and upon all the Condominium Property, and the owners of all Units shall be liable to the Association for a pro-rata share, as hereinafter set forth, of the reasonable cost of operation of said system, and the maintenance, alteration, repair and replacement of said system, including that portion of the sprinkler system lying within and upon each Condominium Unit.

2. Lawn Maintenance and Spraying. The Association shall maintain and care for all lawns within the Condominium, property; accordingly, there is hereby reserved in favor of the association the right to enter over, through and upon all the Condominium, property for the purpose of maintaining and caring for the lawns location hereon. Each owner of a Unit is hereby made liable to the Association for a pro-rata share, as hereinafter set forth, of the reasonable cost of all such maintenance and care from time to time performed by the Association. "Maintenance and Care" within the meaning of this subparagraph (2) shall include mowing, edging, fertilizing and spraying of lawns. Each such owner shall be further liable to the Association for a pro-rata share, as hereinafter set forth, of the reasonable cost of required replacement of sod, (as the same shall be determined from time to time by the Association in its sole discretion) upon any of the Condominium Property which is part of the Common Elements. Each owner shall be responsible to replace sod located on his/her Unit, at his/her own expense. If the owner fails to maintain and replace the sod the Association will have the ability to do so, after first giving the owner written notice of the need for the sod replacement, and the opportunity to replace the sod on his own. If the Association replaces the sod, the cost of the replacement will be assessed against the individual Unit, and if necessary, collected through the lien and foreclosure procedures set forth in this Declaration.

3. Exterior Maintenance and Repair of Buildings. The exterior of all residence buildings in the Condominium shall be maintained and repaired on a periodic basis by the Association, and there is hereby reserved in favor of the Association the right to enter upon all Units and residence buildings located thereon for the purpose of conducting a periodic program of exterior maintenance and repair, which maintenance and repair shall include repainting and repair of exterior walls, shutters, trim, eaves, roofs or any portion of the foregoing. The times when such maintenance and repair is to be performed and the extent thereof shall be determined by the Association in its sole discretion. The owner of each Unit in the Condominium is hereby made liable to the Association for a pro-rata share, as hereinafter set forth, of the reasonable costs of the conduct of such periodic maintenance and repair from time to time performed by the

Association. The Association shall not be responsible for repairing or replacing a building or structure which in the Association's opinion shall have been destroyed, nor shall the Association be responsible for repairs to doors, windows, awnings, antennas, rain gutters and downfalls or items beyond the exterior surfaces of buildings, all such repairs being the responsibility of the Unit Owner.

4. Private Road and Driveways. The Association shall be responsible for the maintenance and repair of all private streets, and street sidewalks, located upon the Condominium Property and there is hereby reserved in favor of the Association the right to enter upon any and all parts of the Condominium Property for such purposes. The owners of all Units are hereby made liable to the Association for a pro-rata share, as hereinafter set forth, of the reasonable cost of all such maintenance and repair.

5. Assessments. All charges made to the Unit Owners to provide funds for the Association to perform the functions described in this section shall be assessed against each Unit Owner by the provisions of the Declaration concerning assessments.

6. Owners Maintenance Responsibilities. The responsibility of the Unit Owner shall be to maintain, repair and replace at his expense all portions of his Unit except the portions to be maintained, repaired and replaced by the Association and to promptly report to the Association any defect or need for repairs the responsibility for the remedying of which is that of the Association.

B. Common Elements.

1. By the Association. The maintenance and operation of the Common Elements shall be the responsibility of the Association and a common expense.

2. Alteration and Improvement. After the completion of the improvements included in the Common Elements which are contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the Common Elements (as distinguished from maintenance, repairs and replacements) costing in excess of \$30,000.00 in the aggregate in any calendar year without prior approval in writing by the owners of not less than seventy-five percent (75%) of the votes cast, at a meeting where a quorum is present in person or by proxy. Any such alterations or improvements to the Common Elements, or any part thereof, costing in the aggregate \$30,000.00 or less in a calendar year may be made by the Board of Directors without approval of the Unit Owners.

6. Liability for Common Expenses. The proportionate share of the separate owners of the respective Condominium Units shall be pursuant to the Bylaws and subject to the following provisions:

A. Share and Common Expenses. Each Unit Owner shall be liable for a proportionate share of the Common Expenses and shall share in the Common Surplus computed in the basis of Units contiguous to the recreation area as contained within the

limits of the Lease in the aggregate of 341 Units. Upon the basis, the following formula shall be used:

<u>Lot Unit Type</u>	<u>Percentage</u>
B	0.269505
C	0.288145
E	0.306667
F	0.334571

B. Lot Unit Type. The Lot Unit Type is designated on each lot of the Condominium Plat recorded simultaneously herewith.

C. Interest; Application of Payments. Assessments and installments thereon paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of eighteen percent (18%) per annum from the date when due until paid. In addition, a late fee in an amount not to exceed that authorized by the Florida Condominium Act, and determined by the Board of Directors, from time to time, shall be imposed against the owner(s) of any Unit not paying assessments or installments thereon within ten (10) days after the date when due. All payments upon account shall be first applied to interest, late fees and other costs, and then to the assessment payment first due.

D. Lien for Assessments. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

E. Rental Pending Foreclosure. In the foreclosure of a lien for assessments the owner of the Unit subject to the lien shall be required to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

7. Association The operation of the Condominium shall be by MAINLANDS OF TAMARAC BY THE GULF, UNIT NO. 1, a corporation not for profit under Laws of the State of Florida which shall be organized and shall fulfill its functions to the following provisions:

A. Articles of Incorporation. The Association shall be incorporated under Articles of Incorporation in the form attached as **Exhibit C**.

B. Bylaws. The Bylaws of the Association shall be the Bylaws of the Condominium, a copy of which is attached as **Exhibit D**.

C. Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association

shall not be liable for injury or damage other than the cost of maintenance and repair caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

D. Restraint upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

E. Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joiner of record owners is specifically required by this Declaration.

F. Management. The Association shall hire a Manager or management company to manage and maintain the Condominium Property in accordance with the terms and tenor of the Declaration of Condominium and Condominium Act, it being the intention of the Association to provide for competent, uniform, and professional management and maintenance of the Condominium Property.

G. Recreational Facilities. The common expense of the Association shall be deemed to include any and all expenses associated with the recreational facilities and shall include but not be limited to maintenance, repair, replacement and the establishment of appropriate reserves for capital expenditures and replacements.

H. Real Property. The Board of Directors shall have the authority, without Unit Owner approval, to use, sell, mortgage, pledge, convey or otherwise dispose of the Association's interest in the front entrance parcels (Pinellas County Property Identification Nos. 22/30/16/00000/320/0600 and 22/30/16/00000/320/0700). The Board of Directors shall further have the authority to use any funds it receives on account of the front entrance parcel(s) for the benefit of the members of the association, including by using any portion of any of such funds for purchase of real property and building of an office for Mainlands Master Association, Inc.

8. Insurance.

A. The Association shall purchase and pay for from time to time such insurance as the Association shall deem appropriate to protect the Common Elements, including the roadways, landscaping and other improvements to the Common Elements against damage from wind storm, fire, hurricane, and other hazards. The Association shall purchase a public liability insurance policy in such amount as the Association may from time to time deem appropriate.

B. Units. The Unit Owner shall carry upon his Unit, such insurance as such owner shall determine is suitable to provide the necessary protection of such owner's Unit.

9. Reconstruction or Repair. In the event that any of the several structures located within the "Condominium Units" shall be damaged and destroyed, it shall be the obligation of the owner or owners of said "Condominium Units" so damaged or destroyed, to repair or rebuild the damaged or destroyed Units as rapidly as may be practical under the circumstances, and such repairs or rebuilding shall be in substantial conformity with the structure as it was prior to its damage or destruction, unless a variance therefrom is granted in writing by the Association. In the event, however, that an institutional mortgage lender holding a mortgage on any such "Condominium parcel" shall require, under the terms of its mortgage, that proceeds of any insurance policy be paid to it in reduction or satisfaction of its mortgage loan, the Unit Owner shall have the option of rebuilding or not, as he sees fit; provided, however, that any such Unit Owner shall continue to remain liable to the Association for the payment of assessments the same as if the structure on his Unit had not been damaged or destroyed; and if such parcel owner shall so elect not to repair or rebuild, then he shall be obligated at his expense to level his lot and remove all structures or portions thereof and all debris therefrom so as not to create an unsightly condition, and in the event that he fails to do so, the Association may do so at the owners expense, and said expense shall be enforceable as a lien the same as assessments by the Association; provided further, that such owner shall make said election with 45 days of the occurrence of the destruction or damage to his Unit, and if he elects not to rebuild he shall accomplish the leveling of his lot and the removal of all structures and debris therefrom within 60 days from the occurrence of the destruction or damage.

10. Use Restriction. The use of the Condominium Property shall be in accordance with the following provisions:

A. Single Family Residences. The Condominium Property shall be used only for single family residences, and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the Units for which provision is made by the Condominium documents shall be occupied only by a single family as its residence and for no other purpose.

B. Nuisances. No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist.

C. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property, nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

D. Fences, Hedges, Clothes Pole, Exterior Antennas, Parking, Signs. No fences or hedges or similar improvements shall be erected or planted upon a Condominium Unit without the written approval of the Association; and all outdoor clothes drying activities are hereby restricted to the rear yards and, in the case with street

bordering two sides, to that portion of the rear yards thereof which is more than 25 feet from the edge of the street. Clothes lines and poles must be taken down when not in use and must be able to be moved within several minutes. All garbage and trash containers and all tanks, including oil and gas and water treatment tanks, must be placed and maintained below ground level or in walled-in areas so constructed so as to render the contents thereof hidden from view from adjoining properties. No signs of any nature whatsoever shall be erected or displayed upon any of the Condominium Property, except when express prior written approval of the size, shape, content and location thereof has been obtained from the Association. One antenna which may be for multiple use, not exceeding 20 feet in height from ground level may be attached to the rear wall of each building. No other exterior antenna shall be erected, maintained or operated upon any of the Condominium Property or buildings, or structures, located thereon and the erection, maintenance or operation of any of the same is prohibited. The parking or storage of automobiles except upon paved areas of the Condominium Property is prohibited with express prior written permission of the Association. The overnight parking of vehicles of any kind upon any Condominium Property used for roadway purposes is prohibited and the overnight parking of trucks on any of the Condominium Property is prohibited without the express prior written permission of the Association. The parking or storage of boats and boat trailers upon any of the Condominium Property is prohibited without the express written permission of the Association.

E. Insurance Rates. No owner shall permit or suffer anything to be done or kept on his Unit or on the common property or on the Common Elements which will increase the rate of insurance on the other Units, or which will obstruct or interfere with the rights of other occupants of the Condominium or annoy them by unreasonable noises, or create an unsightly condition.

F. Emergency. In case of any emergency originating in or threatening any Unit regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association or any other person authorized by it, or the Condominium Superintendent, or managing agent shall have the right to enter such private dwelling for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate; and to facilitate entry in the event of any such emergency the owner of each Unit, if required by the Association, shall deposit under control of said Corporation, a key to such "Condominium Unit." In the event that any Unit Owner fails to deposit a key to his Unit with the Association, then the Association in the event of emergency may use such force as is necessary to gain entrance to the owner's Unit and any damage occasioned thereby shall be repaired at the expense of the owner.

G. License. Whenever it is necessary to enter any Unit for the purpose of performing any maintenance, alteration, or repair to any portion of the common property or to go upon the Common Elements for such purposes, the owner of each Unit shall permit other owners or their representatives or the duly constituted and authorized agent of the Association to enter such Unit, or go upon the Common Elements constituting an appurtenance to any such Unit for such purpose; provided that such entry shall be made at reasonable times and with reasonable advance notice.

H. Modifications. No owner of a Unit shall permit to be made any structural modifications or alterations in such Unit without first obtaining the written consent of the Association, which consent may be withheld in the event that a majority of the Board of Directors of said Association determine, in their sole discretion, that such structural modifications or alterations would affect or in any manner endanger the other Units in part or in the entirety, or change the general appearance or layout of the Condominium Property. No owner shall cause any improvements or changes to be made on the exterior of his structure, including painting or other decoration, or the installation of electrical wiring, machinery or air conditioning Units, which may protrude through the walls or roof of the structure, or in any manner change the appearance of any portion of the structure not within the walls of said Unit, without the written consent of the Association first had and obtained.

I. Damages. The owner of each Unit must promptly correct any condition which if left uncorrected would affect the Condominium Property. If any other private Unit Owner should sustain damages because of another owner's failure to correct the condition within his premises, such owner shall be liable and responsible for the damages and liability which his action or non-action occasioned.

J. Interior Maintenance. The owner of each Unit shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all air-conditioning and heating equipment, stoves, refrigerators, fans, or other appliances or equipment, including any fixtures and/or their connections, required to provide water, light, power, telephone etc. to his Unit.

K. Taxes. In the event any taxing authority having jurisdiction over the Condominium shall levy or assess any tax or special assessment against the Condominium as a whole, as opposed to levying and assessing such tax and special assessment against each Unit, and its undivided interest in Common Elements as now provided by law, then such tax or special assessment so levied shall be paid as a common expense by the Association, and any tax or special assessment which is levied shall be included, wherever possible, in the estimated annual budget of the Association, or shall be separately levied and collected as an assessment by the Association against all owners of all Units if not included in said annual budget.

11. Age Limitations of Permanent Residents. In recognition of the fact that the development of the property contemplated by the Declaration of Condominium has been specially designed, created and constructed, and will be operated and maintained throughout the life of the Condominium for the comfort, convenience and accommodation of older persons. In order to ensure that this objective is accomplished, no Unit may be occupied unless at least one permanent resident is at least fifty-five years old. If one or more of the permanent residents of a Unit is at least fifty-five years old, then persons under that age may also reside in the Unit, subject to the other restrictions of this Declaration, provided, however, that no person under the age of forty (40) years may permanently reside in any Unit. If the residency in a Unit of any person fifty-five years old

or older is terminated for any reason, and the remaining occupants of the Unit in which that person formerly resided all are under the age of fifty-five, then those remaining occupants shall be entitled to continue to occupy the Unit. The continued occupancy of any such person shall not be considered a violation of this Section.

A. Occupancy Limitations. In order to maintain the minimum occupancy requirement as provided for by the Fair Housing Amendments Act as amended, no more than twenty percent (20%) of the Units subject to administration by the Association may be occupied where no person is fifty-five (55) years of age or older.

12. Maintenance of Community Interests. In order to maintain a Community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer of a Unit by any owner shall be subject to the following provisions so long as the Condominium exists, which provisions each Unit Owner covenants to observe:

A. Transfers Subject to Approval.

1. Sale. No Unit Owner may dispose of a Unit or any interest therein by sale without approval of the Association, except to a Unit Owner.

2. Lease. No Unit Owner may dispose of a Unit or any interest therein by lease without approval of the Association, except to a Unit Owner. Units can only be rented in their entirety, and no individual room or partial portions of the Unit shall be rented. A rental, for purposes of this Declaration, shall be defined as a Unit being occupied by anyone other than the record title owner(s). No Unit shall be rented during the first twelve (12) months of ownership except by the Association if it takes title to a Unit subject to a foreclosure. The owner of a Unit, including an estate, trust, or any other means of holding title, is permitted to rent or lease a Unit one time in a twelve (12) month period. The twelve (12) months shall begin to run on the effective date of the lease. Units may be rented for a period of not less than three (3) consecutive months/90 consecutive days, and not more than twelve (12) consecutive months. The renewal of any lease is subject to the review and approval of the Association.

At no time shall more than eight percent (8%) of the Units governed by the Association be rented. This restriction will take effect upon being recorded in the Public Records of Pinellas County, and shall apply to all leases entered into subsequent to the recording date. Any lease in force at the date of the recording may continue in force until the expiration of its term. New leases presented to the Association for approval shall be registered with the time and date of presentation, and the Board shall make a determination of when the eight percent (8%) Unit limit has been reached, reviewing applications on a first come, first serve basis, as reflected by the registration information on the lease. Requests for rental approval which are received after the eight percent (8%) Unit limit has been reached will be placed on a waiting list in the order in which they are received, and will be considered for approval if and when the number of rentals falls below the eight percent (8%) Unit limit, in order of their receipt by the Association; except

that, if a Unit Owner's lease expires and there is a waiting list, the Unit Owner will have thirty (30) days to obtain a new tenant and submit a new lease to the Board. If such Unit Owner has not obtained a new tenant within the 30-day time period, that Unit Owner will not be permitted to rent his/her Unit, and will be placed on the waiting list upon his/her request.

3. Gift. If any Unit Owner shall acquire his title by gift, the continuance of his/her ownership of his/her Unit shall be subject to approval of the Association.

4. Devise or Inheritance. If any Unit Owner shall acquire his title by devise or inheritance, the continuance of his/her ownership of his/her Unit shall be subject to the approval of the Association.

5. Other Transfers. If any Unit Owner shall acquire his/her title by any manner not heretofore considered in the foregoing subsections, the continuance of his/her ownership of his/her Unit shall be subject to the approval of the Association.

6. Approval of Occupants. Persons residing in Units who are neither approved owners or tenants, and who remain in Units for longer than thirty (30) total days in a calendar year, will be considered "residents," and are therefore required to be approved by the Board of Directors, pursuant to the procedures set forth elsewhere in this Declaration.

B. Approval by Association. The approval of the Association which is required for the transfer of ownership of Units shall be obtained in the following manner:

1. Notice to Association

a. Sale. A Unit Owner intending to make a bona fide sale of his/her Unit to any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice, at the Unit Owner's option, may include a demand by the Unit Owner that the Association furnish a purchaser if the proposed purchase is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

b. Lease. A Unit Owner intending to make a bona fide lease of his/her or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.

c. Gift; Devise or Inheritance; Other Transfers. A Unit Owner who has obtained his/her title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice of the acquiring of his/her title,

together with such information concerning the Unit Owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

d. Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

e. Limit on Mortgage Indebtedness. If the proposed sale includes a mortgage, in order for the Association to approve the sale, the amount of the mortgage indebtedness may not exceed eighty percent (80%) of the total purchase price, unless the property will be owner occupied. Mortgages are also subject to the provisions of Section 12.D of this Declaration.

2. Certificate of Approval

a. Sale. If the proposed transaction is a sale, then within 30 days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a Certificate executed by the President or Vice President and Secretary, in recordable form, and shall be delivered to the purchaser and a copy thereof kept on file with the Association for inspection of any party of interest to the transaction.

b. Lease. If the proposed transaction is a lease, then within 30 days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a Certificate executed by the President or Vice President and Secretary, in recordable form, which at the election of the Association shall be delivered to the lessee and a copy thereof kept on file with the Association for inspection of any party of interest to the transaction.

c. Gift, Devise or Inheritance; Other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within 30 days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the Unit Owner's ownership of his Unit. If approved, the approval shall be stated in a certificate executed by the President or Vice President and Secretary in recordable form and shall be delivered to the Unit Owner, and a copy thereof kept on file with the Association for inspection of any party of interest to the transaction.

3. Approval of Corporate Owner or Purchaser. Inasmuch as the Condominium may be used only for residential purposes, and a corporation cannot occupy a Unit for such use, if the Unit Owner or purchaser of a Unit is a corporation, the approval of ownership by the corporation may be conditioned upon requiring that all persons occupying the Unit be also approved by the Association.

C. Disapproval by the Association. If the Association shall disapprove a transfer or ownership of a Unit, the matter shall be disposed of in the following manner:

1. Sale. If the proposed transaction is a sale, and if the notice of sale given by the Unit Owner shall so demand, then within 30 days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the Unit Owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

a. At the option of the purchase to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing rules of the Association, except that the arbitrators shall be two appraisers appointed by the American Arbitrators Association who shall base their judgement upon an average of their appraisals of the Unit; and a judgement of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

b. The purchase price shall be paid in cash.

c. The sale shall be closed within 30 days after the delivery or mailing of said agreement to purchaser, or within 10 days after the determination of the sale price, if such is by arbitration, whichever is the later.

d. A certificate of the Association executed by its President or Vice President and Secretary approving the purchaser shall be kept on file with the Association for inspection by any party of interest to the transaction.

e. If the Association shall fail to provide a purchaser upon the demand of the Unit Owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then, notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a Certificate of approval as elsewhere provided.

2. Lease. If the proposed transaction is a lease, the Unit Owner shall be advised of the disapproval in writing, and the lease shall not be made.

3. Gifts; Devise or Inheritance; Other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within 30 days after receipt from the Unit Owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the Unit Owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

a. The sale price shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement, and in the absence of such agreement by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgement of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

b. The purchase price shall be paid in cash.

c. The sale shall be closed within 10 days following the determination of the sale price.

d. A certificate of the Association executed by its President or Vice President and Secretary approving the purchaser shall be kept on file with the Association for inspection by any party of interest to the transaction.

e. If the association shall fail to provide a purchaser as herein required, or if purchaser furnished by the Association shall default in his agreement to purchase, then, notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a Certificate of approval, as elsewhere provided.

4. Notwithstanding any provision in Section 12 to the contrary, the Board must disapprove a sale, lease or renewal of a lease if any person who will reside in the Unit, whether proposed buyer, tenant or other occupant, has been convicted or pled guilty to a crime as follows:

a. Type 1 Criminal Convictions. The proposed tenant or any person who will reside in the Unit with the tenant, has been convicted at any time of a felony sexually based crime and/or a violent felony crime against persons (including, but not limited to, murder, aggravated battery, aggravated assault)

b. Type 2 Criminal Convictions. The proposed tenant or any person who will reside in the Unit with the tenant, has been convicted within the past three years from the date of the lease of burglary, theft, robbery, and/or a felony drug offense (including, but not limited to, felony drug possession with the intent to sell or drug trafficking).

Notwithstanding the foregoing, if required or necessitated by law or Federal or State agency rule or guidance, the Board of Directors may modify the types of crimes set forth in the categories above and may add definition or clarification to this section on criminal convictions.

In order to give effect to this section, an owner of a Unit intending to make a bona fide lease or sale of his/her Unit shall give to the Association, at least fifteen (15) days prior to leasing, renewing a lease or selling his/her Unit, a form authorizing a criminal background check on the prospective tenant/buyer and all other persons that will occupy the Unit with the proposed buyer or tenant, and providing all information necessary to accomplish same.

D. Mortgage. No Unit Owner may mortgage his Unit nor any interest therein without the approval of the Association, except to a bank, life insurance company or federal savings and loan association, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgage may be upon conditions determined by the Association, or may be arbitrarily withheld.

E. Exceptions. The foregoing provisions of this section shall not apply to a transfer to or purchase by a bank, life insurance company or federal savings and loan association which acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or federal savings and loan association which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding which is provided by law; such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

F. Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

13. Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws and Regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. Failure of a Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act.

A. Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

B. Cost and Attorney's Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, the Bylaws or the Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

C. No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws or the Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

14. Amendments. Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

A. Notice. Notice of the subject matter of proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the Board of Directors or the Association or by the Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendments may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approval must be by not less than fifty-one percent (51%) of the votes of the membership of the Association, present and voting in person, or by proxy, at a duly called meeting at which a quorum is present.

C. Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner, nor against any Unit or class or group of Units unless the Unit Owners so affected shall consent, and no amendment shall change any Unit, nor the share in the Common Elements appurtenant to it, nor increase the owner's share of the Common Elements, unless the record owner of the Unit and all records owners of liens thereon shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance," nor in the section entitled "Reconstruction or Repair After Casualty," unless the record owners of all mortgages upon the Condominium shall join in the execution of the amendment.

D. Execution and Recording. A copy of each amendment shall be attached to a Certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with all the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in Public Records of Pinellas County, Florida.

15. Termination. The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

A. Destruction. In the event it is determined in the manner elsewhere provided that the Condominium Property shall not be reconstructed because of major damage, the Condominium plan of ownership will be thereby terminated without agreement.

B. Agreement. The Condominium may be terminated by the approval in writing of all the owners of the Units therein, and by all record owners of mortgages

thereon. If the proposed termination is submitted to a meeting of the Members of the Association, and if the approval of the owners of not less than 75% of the Common Elements, and of the record owners of all mortgages upon the Units, are obtained in writing not later than 30 days from the date of such meeting, then the approving owners shall have an option to buy all the Units of the other owners for the period ending on the 60th day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option and if the option is exercised, the approvals shall be irrevocable. Such option shall be upon the following terms:

1. Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the Units to be purchased, of an agreement to purchase signed by the record owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating owner and shall agree to purchase all the Units owned by owners not approving the termination; but the agreement shall be effected by a separate contract between each seller and his purchaser.

2. The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgement of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expenses of the arbitration shall be paid by the purchaser.

3. Payment. The purchase price shall be paid in cash.

4. Closing. The sale shall be closed within 10 days following the determination of the sale price.

C. Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a Certificate of the Association executed by the President or Vice-President and Secretary certifying as to facts effecting the termination, which Certificate shall become effective upon being recorded in the Public Records of Pinellas County, Florida.

D. Shares of Owners After Termination. After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall hold such rights and interests upon the respective shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the Common Elements appurtenant to the owners' Units prior to the termination.

E. Amendment. This section concerning termination cannot be amended without consent of all Unit Owners and all record owners of mortgages upon Units.

16. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provisions of this Declaration of Condominium and the Articles of Incorporation, Bylaw and Regulation of the Association shall not affect the validity of the remaining portions thereof.

EXHIBIT A

PLANS, SPECIFICATIONS AND SURVEYS OF:

MAINLANDS OF TAMARAC BY THE GULF

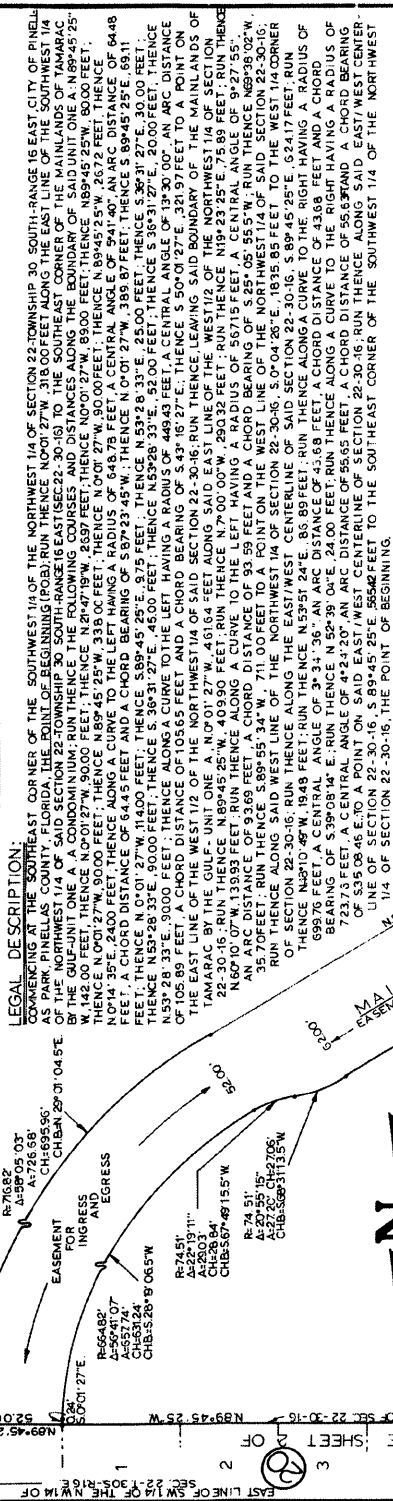
UNIT 1A: CONDOMINIUM PLAT BOOK 3, PAGES 41-42

UNIT 1B: CONDOMINIUM PLAT BOOK 3, PAGES 48-53

UNIT 1C: CONDOMINIUM PLAT BOOK 4, PAGES 44-45

THE MAINLANDS OF TAMARAC BY THE GULF - UNIT ONE - B A CONDOMINIUM

SECTION 22 - TOWNSHIP 30 SOUTH - RANGE 16 EAST, PINELLAS PARK, PINELLAS COUNTY, FLORIDA



LEGAL DESCRIPTION:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 22-TOWNSHIP 30 SOUTH-RANGE 16 EAST CITY OF PINELLAS COUNTY FLORIDA AS SHOWN ON THE PLAT OF THE MAINLANDS OF TAMARAC BY THE GULF UNIT ONE A CONDOMINIUM... (Detailed description of the unit boundaries and easements follows in the image)

LEGAL DESCRIPTION OF INGRESS AND EGRESS EASEMENT:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 22-TOWNSHIP 30 SOUTH-RANGE 16 EAST (SECTION 22-30-16), CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA, THE POINT OF BEGINNING (POB) RUN... (Detailed description of the easement follows in the image)

DEDICATION:
THE UNDERSIGNED HEREBY CERTIFY THAT AS OWNERS AND DEVELOPERS HAVE CAUSED THE LAND EMBRACED IN THE PLAT TO BE SURVEYED, LAID OUT AND PLATTED AS THE MAINLANDS OF TAMARAC BY THE GULF UNIT ONE A CONDOMINIUM... (Text regarding the dedication of the easement follows in the image)

ACKNOWLEDGEMENT:
STATE OF FLORIDA
COUNTY OF PINELLAS
I HEREBY CERTIFY THAT ON THIS 27th DAY OF MARCH, 1968 A.D. BEFORE ME A NOTARY PUBLIC PERSONALLY APPEARED R. BIENEMA AND ROBERT R. TRACHSEL, VICE PRESIDENT AND SECRETARY, RESPECTIVELY OF BEHRING WEST, INC., A CORPORATION UNDER THE LAWS OF THE STATE OF FLORIDA, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND DEDICATION, AND SEVERALLY ACKNOWLEDGED THE EXECUTION OF SAID CERTIFICATE AND DEDICATION, AND THAT THEY AFFIXED THE RETO, THE OFFICIAL SEAL OF SAID CORPORATION, WITNESS MY HAND AND OFFICIAL SEAL.

WITNESSES:
OWNER & DEVELOPER: BEHRING WEST, INC.
R. BIENEMA, VICE PRESIDENT
ROBERT R. TRACHSEL, SECRETARY

NOTARY PUBLIC:
STATE OF FLORIDA
COUNTY OF PINELLAS
I, JAMES B. COY, Notary Public, State of Florida, at Large, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.

LOT-UNIT DESIGNATIONS

LOT-UNIT TYPE	PERCENTAGE
B	0.2886051%
C	0.2983145%
E	0.3065674%
F	0.3345471%

PROPORTIONS OF SHARING COMMON EXPENSES

LOT-UNIT TYPE	PERCENTAGE
B	0.2886051%
C	0.2983145%
E	0.3065674%
F	0.3345471%

PREPARED BY:
WEST COAST ENGINEERING CORP.
ST. PETERSBURG, FLORIDA

EXHIBIT NO. 1
SHEET 1 OF 1

BOOK # 3
PAGE 52

THE MAINLANDS OF TAMARAC BY THE GULF - UNIT ONE B

A CONDOMINIUM

SECTION 22 - TOWNSHIP 30 SOUTH - RANGE 16 EAST, PINELLAS PARK, PINELLAS COUNTY
FLORIDA

R=56715'
A=9°27'55"
A=93.69' CH=93.59'
CH=B-S 25°05' 55.57"

Prepared by
WEST COAST ENGINEERS CORP.
St. Petersburg, Florida



FUTURE DEVELOPMENT

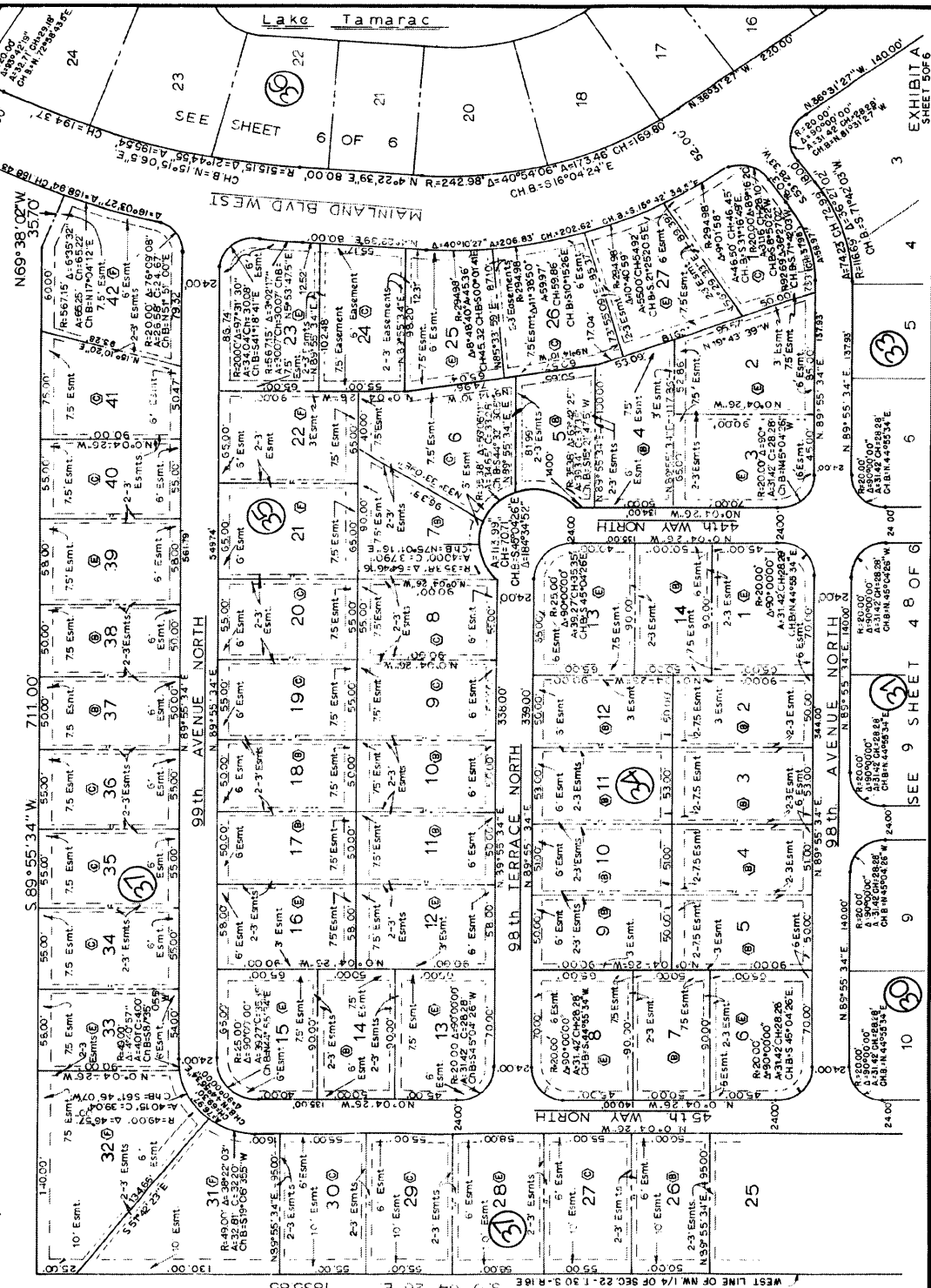


EXHIBIT A
SHEET 50F.6

SEE 9 SHEET 4 B OF 6

SEE 9 SHEET 4 8 OF 6

SEE 9 SHEET 4 8 OF 6

THE MAINLANDS OF TAMARAC BY THE GULF - UNIT

A CONDOMINIUM

SECTION 22 - TOWNSHIP 30 SOUTH - RANGE 16 EAST, PINELLAS PARK, PINELLAS COUNTY, FLORIDA

GRAPHIC SCALE



SCALE: 1" = 50'

Prepared by
WEST COAST ENGINEERING CORP
St. Petersburg, Florida

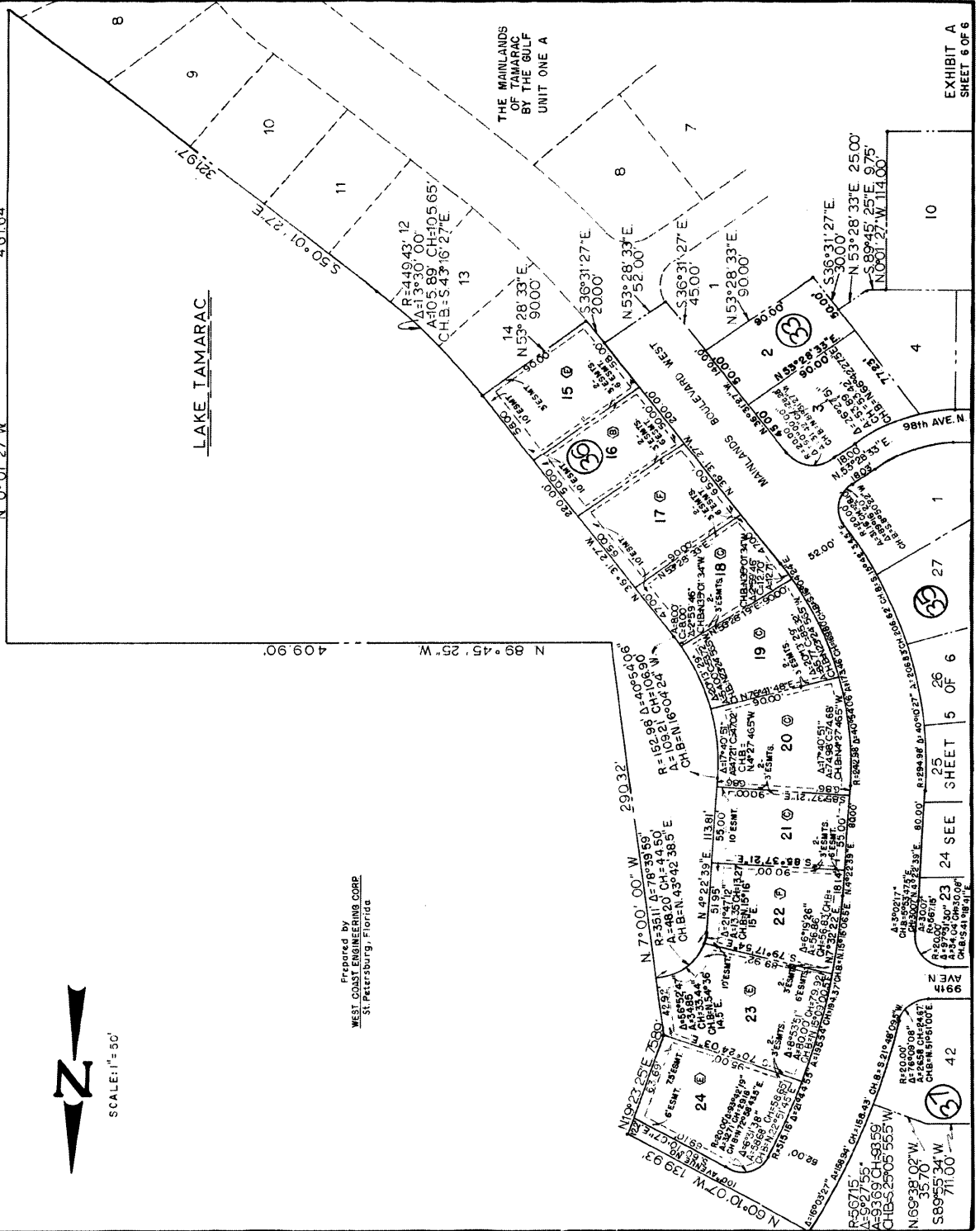
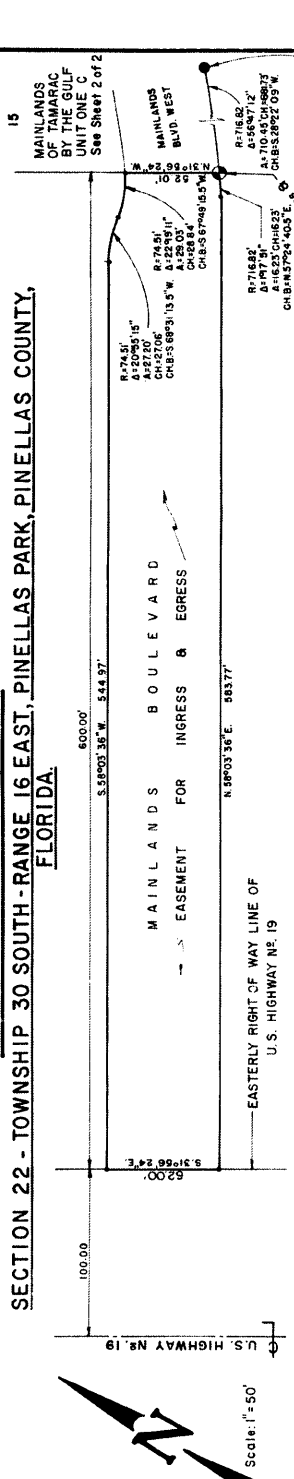


EXHIBIT A
SHEET 6 OF 6

The information on this drawing is the property of the Engineer and is not to be used for any other purpose without the written consent of the Engineer. The Engineer is not responsible for any errors or omissions on this drawing. The Engineer is not responsible for any changes or modifications to this drawing. The Engineer is not responsible for any claims or damages arising from the use of this drawing.

THE MAINLANDS OF TAMARAC BY THE GULF - UNIT ONE C
A CONDOMINIUM



LEGAL DESCRIPTION: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 30 SOUTH, RANGE 16 EAST, CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA; THE POINT OF BEGINNING (POB), RUN ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 716.82 FEET, A CENTRAL ANGLE OF 65°42'12", AN ARC DISTANCE OF 710.71 FEET, A CHORD BEARING OF S 28°22'09" W, TO A POINT ON A LINE LYING 600.00 FEET FROM AND PARALLEL TO THE EASTERN RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 19; RUN THENCE N 31°56'24" W, 710.37 FEET ALONG SAID LINE LYING 600.00 FEET FROM AND PARALLEL TO THE EASTERN RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 19 TO A POINT ON THE EAST WEST CENTERLINE OF SAID SECTION 22, TOWNSHIP 30 SOUTH, RANGE 16 EAST; RUN THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE SOUTHERLY BOUNDARY OF "THE MAINLANDS OF TAMARAC BY THE GULF - UNIT ONE C, A CONDOMINIUM": N 48°10'49" W, 19.48 FEET; THENCE N 53°51'24" E, 86.89 FEET; TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF 4.5th STREET NORTH; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF 4.5th STREET NORTH BY A CURVE TO THE RIGHT HAVING A RADIUS OF 699.76 FEET, A CENTRAL ANGLE OF 3°34'36", AN ARC DISTANCE OF 45.68 FEET AND A CHORD BEARING OF S 39°08'14" E, 24.00 FEET TO A POINT ON THE EASTERN RIGHT OF WAY LINE OF SAID 4.5th STREET; THENCE ALONG SAID EASTERN RIGHT OF WAY LINE OF SAID 4.5th STREET NORTH TO A POINT ON THE EAST/WEST CENTERLINE OF SAID SECTION 22, 3.89°45'25" E, 565.42 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 30 SOUTH, RANGE 16 EAST, THE POINT OF BEGINNING.

LEGAL DESCRIPTION OF INGRESS AND EGRESS EASEMENT: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 30 SOUTH, RANGE 16 EAST, CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA; RUN ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 716.82 FEET, A CENTRAL ANGLE OF 65°42'12", AN ARC DISTANCE OF 710.71 FEET, A CHORD BEARING OF S 28°22'09" W, TO A POINT ON A LINE LYING 600.00 FEET FROM AND PARALLEL TO THE EASTERN RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 19; RUN THENCE N 31°56'24" W, 710.37 FEET ALONG SAID LINE LYING 600.00 FEET FROM AND PARALLEL TO THE EASTERN RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 19 TO A POINT ON THE EAST WEST CENTERLINE OF SAID SECTION 22, TOWNSHIP 30 SOUTH, RANGE 16 EAST; RUN THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE SOUTHERLY BOUNDARY OF "THE MAINLANDS OF TAMARAC BY THE GULF - UNIT ONE C, A CONDOMINIUM": N 48°10'49" W, 19.48 FEET; THENCE N 53°51'24" E, 86.89 FEET; TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF 4.5th STREET NORTH; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF 4.5th STREET NORTH BY A CURVE TO THE RIGHT HAVING A RADIUS OF 699.76 FEET, A CENTRAL ANGLE OF 3°34'36", AN ARC DISTANCE OF 45.68 FEET AND A CHORD BEARING OF S 39°08'14" E, 24.00 FEET TO A POINT ON THE EASTERN RIGHT OF WAY LINE OF SAID 4.5th STREET; THENCE ALONG SAID EASTERN RIGHT OF WAY LINE OF SAID 4.5th STREET NORTH TO A POINT ON THE EAST/WEST CENTERLINE OF SAID SECTION 22, 3.89°45'25" E, 565.42 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 30 SOUTH, RANGE 16 EAST, THE POINT OF BEGINNING.

SURVEYOR'S NOTES:
EASEMENTS FOR UTILITIES AND DRAINAGE 6 FOOT WIDE EASEMENTS ON THE FRONT SIDES OF ALL LOTS AND ON THE SIDES OF ALL CORNER LOTS (ALSO TO BE UTILIZED AS A PEDESTRIAN EASEMENT) 3 FOOT WIDE EASEMENTS ON EACH SIDE OF ALL SIDE LOT LINES UNLESS OTHERWISE NOTED. 75 FOOT WIDE EASEMENTS ON THE REAR OF ALL LOTS UNLESS OTHERWISE NOTED. PEDESTRIAN EASEMENTS AS NOTED. 6 FOOT WIDE EASEMENTS AS DESCRIBED ABOVE. EASEMENTS SHOWN THUS:

SEE NOTES ABOVE FOR EASEMENT LOT LINES SIZES AND LOCATIONS.

Lot-Unit Designations:	PROPORTIONS OF SHARING COMMON EXPENSES
LOT UNIT TYPE	PERCENTAGE
B	0.28870%
E	0.30667%
F	0.33457%

SURVEYOR'S CERTIFICATE: I HEREBY CERTIFY THAT ON THIS 10th DAY OF JUNE, 1969, A.D.I. COMPLETED A SURVEY OF THE MAINLANDS OF TAMARAC BY THE GULF-UNIT ONE C, A CONDOMINIUM, IN ACCORDANCE WITH THE MAP AND DESCRIPTION CONTAINED HEREON AND ALL BEARINGS AND DISTANCES ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

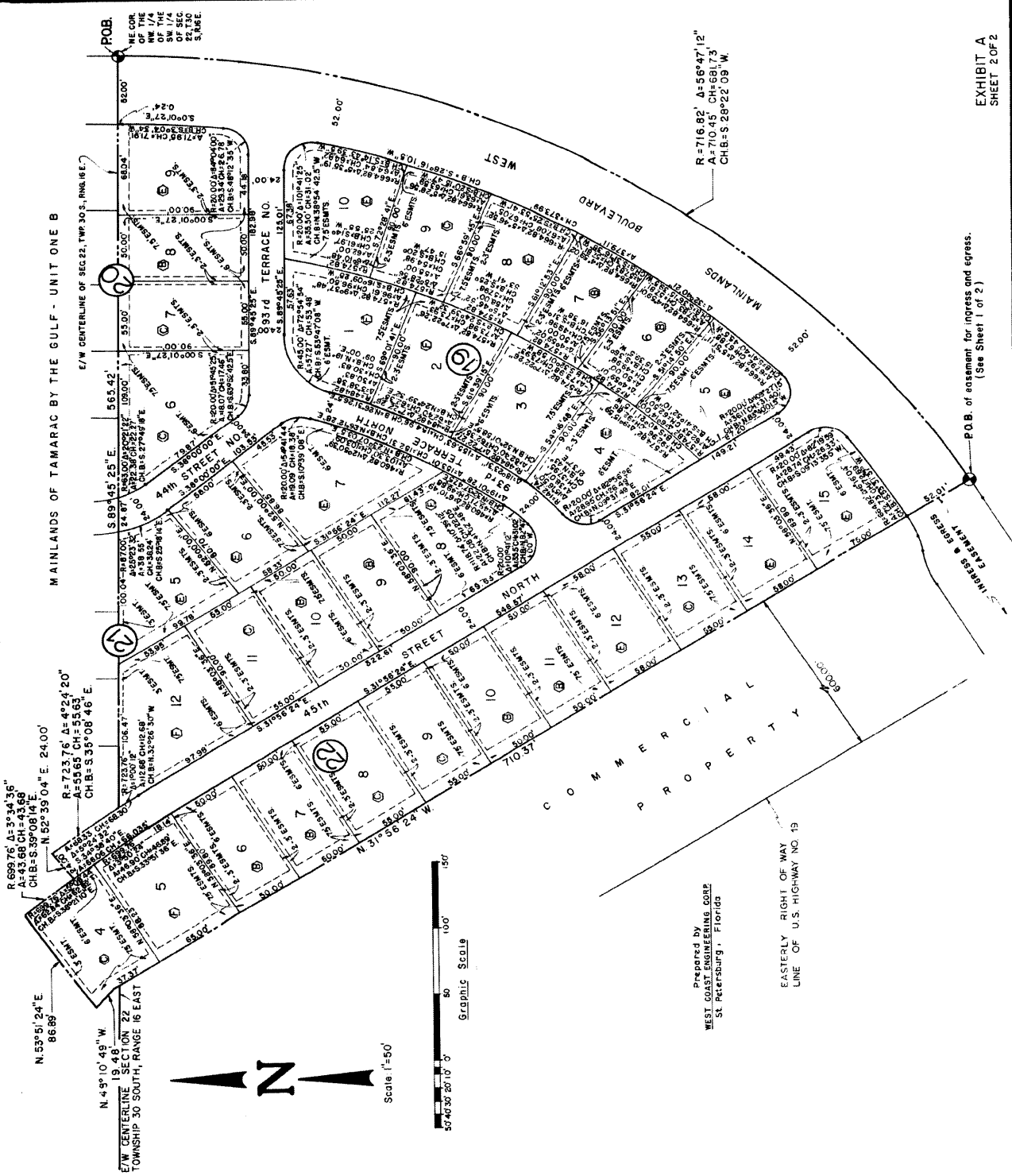
ACKNOWLEDGEMENT: STATE OF FLORIDA
COUNTY OF PINELLAS
I HEREBY CERTIFY THAT ON THIS 10th DAY OF JUNE, 1969, A.D. BEFORE ME A NOTARY PUBLIC, PERSONALLY APPEARED _____ AND WHO EXECUTED THE FOREGOING CERTIFICATE AND DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR OWN FREE ACT AND DEED AS SUCH OFFICERS, FOR SUCH USES AND PURPOSES AS THEY MAY REQUIRE.
MY COMMISSION EXPIRES _____
NOTARY PUBLIC STATE OF FLORIDA AT LARGE

OWNER & DEVELOPER: BEHRING WEST, INC.
PREPARED BY: WEST COAST ENGINEERING CORP.
ST. PETERSBURG, FLORIDA

EXHIBIT A
SHEET 1 OF 2

THE MAINLANDS OF TAMARAC BY THE GULF - UNIT ONE - A CONDOMINIUM

SECTION 22 - TOWNSHIP 30 SOUTH-RANGE 16 EAST, PINELLAS PARK, PINELLAS COUNTY, FLORIDA



Prepared by
WEST COAST ENGINEERING CORP.
St. Petersburg, Florida

EASTERLY RIGHT OF WAY
LINE OF U.S. HIGHWAY NO. 19

INGRESS & EGRESS

POB OF easement for ingress and egress.
(See Sheet 1 of 2)

EXHIBIT A
SHEET 2 OF 2

As to the correctness of the information herein, the undersigned certifies that the same are true and correct to the best of his knowledge and belief, and that the same have been prepared by a duly licensed Professional Engineer in the State of Florida.

Professional Engineer

EXHIBIT B

LEGAL DESCRIPTIONS OF LANDS AND INGRESS AND EGRESS EASEMENTS

LEGAL DESCRIPTION
UNIT 1A

Commencing at the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of Section 22, Township 30 South, Range 16 East, City of Pinellas Park, Pinellas County, Florida, run N. 0° 01' 27" W. 318.00 feet along the East line of said Southwest 1/4 of the Northwest 1/4 of Section 22, Twp.30 S. Rge. 16 E. to the point of beginning (P.O.B.); run thence N. 89° 45' 25"W., 142 feet; run thence N. 0° 01' 27" W. 90.00 feet; run thence N 21° 47' 19"W., 26.97 feet; run thence N. 0° 01' 27" W., 89.00 feet; run thence N. 89° 45' 25" W. 80.00 feet; run thence N. 0° 01' 27" W., 90.00 feet; run thence N. 89° 45' 25" W., 338.00 feet; run thence N. 0° 01' 27" W. 90.00 feet; run thence N. 89° 45' 25" W., 26.72 feet; run thence N. 0° 14' 35" E., 24.00 feet; run thence along a curve to the left having a radius of 648.78 feet, a central angle of 5° 41' 40", and arc distance of 64.48 feet, a chord distance of 64.45 feet, and a chord bearing of S. 87° 23' 45" W.; run thence N. 0° 01' 27" W., 389.87 feet; run thence S. 89° 45' 25" E., 65.86 feet; run thence N. 0° 01' 27" W., 114.00 feet; run thence S. 89° 45' 25" E., 13.00 feet; run thence N. 53° 28' 33" E., 25.00 feet; run thence S. 36° 31' 37" E., 30.00 feet; run thence N. 53° 28' 33" E., 90.00 feet; run thence S. 36° 31' 27" E., 45.00 feet; run thence N. 53° 28' 33" E., 52.00 feet; run thence S. 36° 31' 27" E., 20.00 feet; run thence N. 53° 28' 33" E., 90.00 feet; run thence along a curve to the left having a radius of 449.43 feet, a central angle of 13° 30' 00", an arc distance of 105.89 feet, a chord distance of 105.65 feet and a chord bearing of S. 43° 16' 27" E.; run thence S. 50° 01' 27" E., 321.97 feet to a point on said East line of the Southwest 1/4 of the Northwest 1/4 of Section 22, Twp. 30 S., Rge. 16 E; run thence S. 0° 01' 27" E., 442.42 feet along said East line of the Southwest 1/4 of the Northwest 1/4 of Section 22, Twp. 30 S., Rge. 16E.; run thence S. 52° 02' 02" W., 31.67 feet; run thence S. 26° 21' 59" E., 24.51 feet; run thence along a curve to the left having a radius of 20.00 feet, a central angle of 80° 05' 15", an arc distance of 27.96 feet, a chord distance of 25.73 feet and a chord bearing of S. 11° 59' 24.5" W.; run thence along a curve to the right having a radius of 165.89 feet, a central angle of 28° 01' 46", an arc distance of 81.15 feet, a chord distance of 80.35 feet and a chord bearing of S. 14° 02' 20" E. to a point on said East line of the Southwest 1/4 of the Northwest 1/4 of Section 22, Twp. 30 S. Rge. 16E; run thence S. 0° 01' 27" E., 117.00 feet along said East line of the Southwest 1/4 of the Northwest 1/4 of Section 22, Twp. 30 S., Rge. 16E to a point of beginning; LESS the following described panel; Commencing at the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of Section 22, Township 30 South, Range 16 East, Pinellas Park, Pinellas County, Florida, run N. 0° 01' 27" W., 746.09 feet along the East line of said Southwest 1/4 of the Northwest 1/4 of Section 22, Twp. 30 S., Rge. 16 E.; run thence N. 89° 45' 25" W. 142.00 feet to a point on the West Right-of-Way line of Mainlands Boulevard West, said point being the point of beginning (P.O.B.) of Parcel "R"; run thence the following courses and distances along said West Right-of-Way line of Mainlands Boulevard West: N. 0° 01' 27" W., 133.24 feet; thence along a curve to the left having a radius of 162.45 feet, a central angle of 50° 00' 00", an arc distance of 141.77 feet, a chord distance of 137.31 feet and a chord bearing of N. 25° 01' 27" W.; thence N. 50° 01' 27" W., 180.00 feet; thence along a curve to the right having a radius of 591.43 feet, a central angle of 2° 23' 11", an arc distance of 24.63 feet, a chord distance of 24.63 feet

and a chord bearing of N. 48° 49' 51.5" W.; thence leaving said West Right-of-Way line of Mainlands Boulevard West, run S. 48° 42' 19" W., 133.77 feet; run thence S. 0° 01' 27" E., 230.00 feet; run thence S. 89° 45' 25" E., 120.00 feet; run thence S. 0° 01' 27" E., 90.00 feet to a point on the North Right-of-Way line of 96th Avenue North; run thence along said North Right-of-Way line of 96th Avenue North, S. 89° 45' 25" E., 174.90 feet; run thence along a curve to the left having a radius of 2000 feet, a central angle of 90° 16' 02", an arc distance of 31.50 feet, a chord distance of 28.35 feet and a chord bearing of N. 45° 06' 34" E., to a point on said West Right-of-Way line of Mainlands Boulevard West, the point of beginning of Parcel 'R'.

LEGAL DESCRIPTION OF INGRESS AND EGRESS EASEMENT
UNIT 1A:

Commencing at the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of Section 22, Township 30 South, Range 16 East, Pinellas Park, Florida, run thence N. 0° 01' 27" W., 318.00 feet along the East Line of said Southwest 1/4 of the Northwest 1/4 of Section 22, Twp. 30 S., Rge. 16E.; run thence N. 89° 45' 25" W., 52.00 feet; run thence S. 0° 01' 27" E., 318.24 feet to a point of curvature; run thence along a curve to the right having a radius of 664.82 feet, a central angle of 56° 41' 07", an arc distance of 657.74 feet, a chord distance of 631.24 feet and a chord bearing of S. 28° 19' 06.5"W.; run thence along a curve to the right having a radius of 74.51 feet, central angle of 22° 19' 11", an arc distance of 29.03 feet, a chord distance of 28.84 feet and a chord bearing of S. 67° 49' 15.5" W.; run thence along a curve to the left having a radius of 74.51 feet, a central angle of 20° 55' 15", an arc distance of 27.20 feet, a chord distance of 27.06 feet and a chord bearing of S. 68° 31' 13.5" W.; run thence S. 58° 03' 36"W., 544.97 feet to a point on the Easterly Right-of-Way line of U.S. Highway #19; run thence S. 31° 56' 24" E., 62.00 feet along said Easterly Right-of-Way line of U.S. Highway #19; run thence N. 58° 03' 36" E., 583.77 feet; run thence along a curve to the left having a radius of 716.82 feet, a central angle of 58° 05' 03", an arc distance of 726.68 feet, a chord distance of 695.96 feet and a chord bearing of N. 29° 01' 04.5" E. to the Southeast corner of Southwest 1/4 of the Northwest 1/4 of said Section 22, Twp. 30 S., Rge. 16 E., the Point of Commencement.

LEGAL DESCRIPTION
UNIT 1B

Commencing at the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of Section 22, Township 30 South, Range 16 East, City of Pinellas Park, Pinellas County, Florida, the point of beginning (P.O.B.), Run thence N 0° 01' 27", 318.00 feet along the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 22, Township 30 South, Range 16 East to the Southeast corner of the Mainlands of Tamarac by the Gulf Unit One A, a Condominium; run thence the following courses and distances along the boundary of said Unit One A N 89° 45' 25" W., 142.00 feet; thence N 0° 01' 27" W., 90.00 feet; thence N 21° 47' 19" W. 26.97 feet, thence N 0° 01' 27" W., 89.00 feet; thence N 89° 45' 25" W., 80.00 feet; thence N 0° 01' 27" W., 90.00 feet; thence N 89° 45' 25" W., 338.00 feet; thence N 0° 01' 27" W., 90.00 feet; thence N. 89° 45' 25" W., 26.72 feet, thence N 0° 14'

35" E., 24.00 feet; thence along curve to the left having a radius of 648.78 feet, a central angle of 5° 41' 40", An arc distance of 64.48 feet, a chord distance of 64.45 feet and a chord bearing of S 87° 23' 45" W., thence N 0° 01' 27" W, 389.87 feet, thence S 89° 45' 25" E., 69.11 feet; thence N 0° 01' 27" W, 114.00 feet; thence S 89° 45' 25" E., 9.75 feet; thence N 53° 28' 33" E., 25.00 feet; thence S 36° 31' 27" E., 30.00 feet; thence N 53° 28' 33" E., 90.00 feet; thence S 36° 31' 27" E., 45.00 feet; thence N 53° 28' 33" E., 52.00 feet; thence S 36° 31' 27" E., 20.00 feet; thence N 53° 28' 33" E., 90.00 feet; thence along a curve to the left having a radius of 449.43 feet, a central angle of 13° 30' 00", and arc distance of 105.89 feet, a chord distance of 105.65 feet and a chord bearing of S 43° 16' 27" E., Thence S 50° 01' 27" E., 321.97 feet to a point on the East line of the West 1/2 of the Northwest 1/4 of said Section 22-30-16; run thence, leaving said boundary of The Mainlands of Tamarac by the Gulf – Unit One A, N 0° 01' 27" W., 461.64 feet along said East line of the West 1/2 of the Northwest 1/4 of Section 22-30-16; run thence N 89° 45' 25" E., 409.90 feet; run thence N 7° 00' 00" W., 290.32 feet; run thence N 19° 23' 25" E., 75.89 feet; run thence N 60° 10' 07" W., 139.93 feet; run thence along a curve to the left having a radius of 567.15 feet, a central angle of 9° 23' 25" E., 75.89 feet; run thence N 60° 10' 07" W., 139.93 feet; run thence along a curve to the left having a radius of 567.15 feet, a central angle of 9° 27' 55", an arc distance of 93.69 feet, a chord distance of 9.59 feet and a chord bearing of S 25° 05' 55.5" W, run thence N 69° 38' 02" W., 35.70 feet; run thence S 89° 55' 34" W., 711.00 feet to a point on the west line of the Northwest 1/4 of said Section 22-30-16, run thence along said west line of the Northwest 1/4 of Section 22-30-16, S 0° 04' 26" E., 1835.85 feet to the West 1/4 corner of Section 22-30-16; Run thence along the East/West centerline of said Section 22-30-16, S 89° 45' 25" E., 624.17 feet; run thence N 48° 10' 49" W., 19.48 feet; run thence N 53° 51' 24" E. 86.89 feet; run thence along a curve to the right having a radius of 669.76 feet, a central angle of 3° 34' 36", an arc distance of 43.68 feet, a chord distance of 43.68 feet and a chord bearing of S 39° 08' 14" E., run thence N 52° 39' 04" E., 24.00 feet; run thence along a curve to the right having a radius of 723.76 feet, a central angle of 4° 24' 20" An arc distance of 55.65 feet, a chord distance of 55.63 feet and a chord bearing of S 35° 08' 46" E., to a point on said East/West centerline of Section 22-30-16, run thence along said East/West centerline of Section 22-30-16, S 89° 45' 25" E., 565.42 feet to the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of Section 22-30-16, the point of beginning.

LEGAL DESCRIPTION OF INGRESS AND EGRESS EASEMENT
UNIT 1B

Commencing at the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of Section 22, Township 30 South, Range 16 East (Section 22-30-16) City of Pinellas Park, Pinellas County, Florida, the Point of Beginning (P.O.B.), run thence along the East/West centerline of said Section 22-30-16, N. 89° 45' 25" W., 52.00 feet; run thence S 0° 01' 27" E., 0.24 feet; run thence along a curve to the right having a radius of 664.82 feet, a central angle of 56° 41' 07" an arc distance of 657.74 feet, a chord distance of 631.24 feet and a chord bearing of S 28° 19' 06.5" W., run thence along a curve to the right having a radius of 74.51 feet, a central angle of 22° 19' 11", an arc distance of 29.03 feet, a chord distance

of 28.84 feet and a chord bearing of S 67° 49' 15.5" W., run thence along a curve to the left having a radius of 74.51 feet, a central angle of 20° 55' 15" an arc distance of 27.20 feet, chord distance of 27.06 feet and a chord bearing of S 68° 31' 13.5" W., run thence S 58° 03' 36" W., 544.97 feet to a point on the Easterly right of way line of the U.S. Highway #19; run thence S 31° 56' 24" E., 62.00 feet along said Easterly right of way line of U.S. Highway #19; run thence N 56° 03' 36" E., 583.77 feet; run thence along a curve to the left having a radius of 716.82 feet, a central angle of 56° 05' 03", an arc distance of 726.68 feet, a chord distance of 695.96 feet and a chord bearing of N 29° 01' 04.5" E., to the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of Section 22-30-16, The Point of Beginning.

LEGAL DESCRIPTION
UNIT 1C

Commencing at the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 30 south, Range 16 East, City of Pinellas Park, Pinellas County, Florida; to point of beginning (P.O.B.), run along a curve to the right having a radius of 716.82 feet, a central angle of 56° 47' 12", and arc distance of 710.45 feet, a chord distance of 681.73 feet and a chord bearing of S 28° 22' 09" W. to a point on a line lying 600.00 feet from and parallel to the Easterly right-of-way line of U.S. Highway No. 19; run thence N. 31° 56' 24" W., 710.37 feet along said line lying 600.00 feet from and parallel to the Easterly right-of-way line of U.S. Highway No. 19 to a point on the East/West Centerline of said Section 22, Township 30, Range 16 east; run thence the following courses and distances along the Southerly boundary of "The Mainlands of Tamarac by the Gulf unit One B, a Condominium," N. 48° 10' 49" W., 19.48 feet; thence N. 53° 51' 24" E., 86.89 feet, to a point on the Westerly right-of-way line of 45th Street, North; thence along said Westerly right-of-way line of 45th Street, North, by a curve to the right having a radius of 699.76 feet; a central angle of 3° 34' 36", an arc distance of 43.68 feet, a chord distance of 43.68 feet and a chord bearing of S. 39° 08' 14" E.; thence N. 52° 39' 04" E., 24.00 feet to a point on the Easterly right-of-way line of said 45th Street North, thence by a curve to the Right having a radius of 723.76 feet, a central angle of 4° 24' 20", an arc distance of 55.65 feet, a chord distance of 55.63 feet and a chord bearing of S. 35° 08' 46" E., Along said Easterly right-of-way line of 45th Street North to a point on the East/West centerline of said section 22, S. 89° 45' 25" E., 565.42 feet to the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 22, Township 30 South, Range 16 East, the Point of Beginning.

LEGAL DESCRIPTION OF INGRESS AND EGRESS EASEMENT
UNIT 1C

Commencing at the Northeast corner of the Northwest 1/4 of the Southwest 1/4 Section 22, Township 30 South, Range 16 East, City of Pinellas Park, Pinellas County, Florida, run along a curve to the Right having a radius of 716.82 feet, a central angle of 56° 47' 12", and arc distance of 710.45 feet, a chord distance of 681.73 feet and a chord bearing of S. 28° 22' 09" W. to a point on a line lying 600.00 feet from and parallel to the Easterly

right-of-way line of U.S. Highway No. 19, the point of beginning of an Easement for ingress or egress; run thence N. $31^{\circ} 56' 24''$ W., 52.01 feet along said line lying 600.00 feet from and parallel to U.S. Highway No. 19; run thence along a curve to the Right having a radius of 74.51 feet, a central angle of $22^{\circ} 19' 11''$, an arc distance of 29.03 feet, a chord distance of 28.84 feet and a chord bearing of S. $67^{\circ} 49' 15.5''$ W. to a point of reverse curvature, run thence along a curve to the left having a radius of 74.51 feet, a central angle of $20^{\circ} 55' 15''$, an arc distance of 27.20 feet, a chord distance of 27.06 feet and a chord bearing of S. $68^{\circ} 31' 13.5''$ W.; run thence S. $58^{\circ} 03' 36''$ W., 544.97 feet to a point on the Easterly right-of-way line of U.S. Highway No. 19; run thence S. $31^{\circ} 56' 24''$ E., 62.00 feet along said Easterly right-of-way line of U.S. Highway No. 19; run thence N. $58^{\circ} 03' 36''$ E., 583.77 feet; run thence along a curve to the left having a radius of 716.82 feet, a central angle of $1^{\circ} 17' 51''$, an arc distance of 16.23 feet, a chord distance of 16.23 feet and a chord bearing of N. $57^{\circ} 24' 40.5''$ E. to a point on said line lying 600.00 feet from and parallel to the Easterly right-of-way line of U.S. Highway No. 19, the Point of Beginning.

EXHIBIT C

**AMENDED, RESTATED AND INTEGRATED ARTICLES OF INCORPORATION OF
MAINLANDS OF TAMARAC BY THE GULF UNIT NO. 1 ASSOCIATION, INC.**

AMENDED, RESTATED AND INTEGRATED ARTICLES OF INCORPORATION OF
MAINLANDS OF TAMARAC BY THE GULF UNIT NO. 1 ASSOCIATION, INC.

1. Name and Place of Business. The name of the consolidated Corporation is MAINLANDS OF TAMARAC BY THE GULF UNIT NO. 1 ASSOCIATION, INC. The place of business shall be Pinellas Park, Pinellas County, Florida.
2. Purpose. The consolidated Corporation is organized as a corporation not for profit under the provisions of Chapter 617, Florida Statutes, and is a Condominium Association, as referred to and authorized by Section 711.12, Florida Statutes. The purpose for which the Corporation is organized is to provide an entity responsible for the operation of Condominiums in Pinellas County, Florida, known as MAINLANDS OF TAMARAC BY THE GULF UNIT 1A, MAINLANDS OF TAMARAC BY THE GULF UNIT 1B, AND MAINLANDS OF TAMARAC BY THE GULF UNIT 1C, a description of the lands of said condominiums is attached as an exhibit to the Declaration of Condominium. Said condominiums are herein called "Condominium" and the Declaration of Condominium whereby the same has or will be referenced is herein called "Declaration."
3. Qualification of Members and Manner of Admission. The Members this Consolidated Corporation shall constitute all the record owners of the condominium units of the Condominiums. After receiving the approval of the Corporation, as required under the Declarations, change of membership in this Corporation shall be established by recording in the Public Records of Pinellas County, Florida, a deed or other instrument establishing record title to a condominium unit and the delivery to the Corporation of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Corporation. The Membership of the prior owner of such condominium unit shall be thereby terminated.
4. Terms. The existence of the Consolidated Corporation shall be perpetual unless the Condominiums are terminated pursuant to the provisions of declarations, and in the event of such termination, the Corporation shall be dissolved in accordance with the law.
5. Names and Residences of Incorporators. The names and residences of the incorporators to these Articles of Incorporation are:

J. Elliott McCauley	2800 E. Oakland Park Blvd., Fort Lauderdale, Florida
G.K. Mason	2800 E. Oakland Park Blvd., Fort Lauderdale, Florida
Carl Carlson	2800 E. Oakland Park Blvd., Fort Lauderdale, Florida
6. Directors and Officers. The affairs of the Consolidated Corporation shall be managed by its Board of Directors. The officers of the Corporation shall be a President, Vice President, Secretary and Treasurer, which officers shall be elected annually by the

Board of Directors. The directors and officers may lawfully and properly exercise the powers set forth in Section 11.

7. Name of Officers. The names of the following officers who are to serve until the first election or appointment, are as follows:

President	J. Elliott McCauley	2800 E. Oakland Park Blvd. Fort Lauderdale, Florida
Vice President	G.K. Mason	2800 E. Oakland Park Blvd. Fort Lauderdale, Florida
Secretary/Treasurer	Carl Carlson	2800 E. Oakland Park Blvd. Fort Lauderdale, Florida

8. Board of Directors. After the initial Board, the Board of Directors shall consist of an odd number of more than four (4) persons, and the names and addresses of the persons who are initially served as such until the first election thereof, were as follows:

J. Elliott McCauley	2800 E. Oakland Park Blvd., Fort Lauderdale, Florida
G.K. Mason	2800 E. Oakland Park Blvd., Fort Lauderdale, Florida
Carl Carlson	2800 E. Oakland Park Blvd., Fort Lauderdale, Florida

9. Bylaws. The original Bylaws are to be made by the Board of Directors and/or declarer under such Declaration. The same may thereafter be amended, altered or rescinded only in accordance with the provisions of such Bylaws and the Declaration relating to agreement.

10. Amendment of Articles. These Articles of Incorporation may only be amended in accordance with the provisions of the Declaration relating to amendment.

11. Powers. The Consolidated Corporation shall have the following powers:

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

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

11.3 Leaseholds. To acquire and enter into agreements whereby acquired leaseholds, membership or other possessory or use interest in lands or facilities including, but not limited to, country club golf courses, marinas 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.

11.4 Management. To contract with a third party for the management of the Condominium and to delegate to the Contractor all powers and duties of this Corporation except as such as are specifically required by the Declaration and/or the Bylaws to have the approval of the Board of Directors or the Membership of the Corporation.

11.5 Acquisition of Condominium Units. To acquire by purchase or otherwise condominium units of the Condominiums, subject nevertheless to the provisions of the Declaration and/or Bylaws relative hereto.

11.6 Operations. To operate and manage the Condominium in accordance with the sense, meaning, direction, purpose and intent of the Declarations 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.

11.7 Succession of Powers, etc. The Consolidated Corporation shall be and it is vested with and shall hold all powers, privileges, rights and properties which may be owned or enjoyed by any of the said Constituent Corporations and shall assume existing debts, liabilities and obligations, including but not limited to contracts and leases, incurred or entered into by the Constituent Corporation.

12. Execution. This Agreement and these Articles shall be executed on the part of each of the Constituent Corporations by a majority of the Board of Directors and the Secretary of each Constituent Corporation shall certify that this Agreement and these Articles were duly approved by the Membership of the Constituent Corporation.

EXHIBIT D

**AMENDED, RESTATED AND INTEGRATED BYLAWS OF MAINLANDS
OF TAMARAC BY THE GULF UNIT NO. 1 ASSOCIATION, INC.**

**AMENDED, RESTATED AND INTEGRATED BYLAWS OF MAINLANDS
OF TAMARAC BY THE GULF UNIT NO. 1 ASSOCIATION, INC.**

ARTICLE I
GENERAL

Section 1. The Name: The name of the Corporation shall be MAINLANDS OF TAMARAC BY THE GULF UNIT NO. 1 ASSOCIATION, INC.

Section 2. Principal Office: The principal office of the corporation shall be at 9650 Mainlands Boulevard North, Pinellas Park, Florida 33782, or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Definition: As used herein, the term "Corporation" shall be the equivalent of "Association" as defined in the Declaration of Condominium of MAINLANDS OF TAMARAC BY THE GULF UNIT NO. 1 ASSOCIATION, INC., and all other words as used herein shall have the same definitions as attributed to them in said Declaration of Condominium.

Section 4. Identity: That in addition to the within bylaws, being the Bylaws of MAINLANDS OF TAMARAC BY THE GULF UNIT NO. 1 ASSOCIATION, INC. these Bylaws are established pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes, and are hereby annexed to and made a part of the Declarations of Condominiums of MAINLANDS OF TAMARAC BY THE GULF, UNITS 1A, 1B, AND 1C.

ARTICLE II
DIRECTORS

Section 1: Number and Term: The number of Directors who shall constitute the whole Board shall be an odd number of more than four (4). All Directors shall 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. All Directors shall serve for a term of two (2) years and terms shall alternate so that a majority of the Directors shall be elected in each even year and the balance shall be elected in each odd year. At the First election of Directors after approval of this amendment a sufficient number shall be elected for one (1) year to conform with the provisions hereinbefore stated.

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 until the next regularly scheduled election.

Section 3. Removal: Directors may be removed for cause by an affirmative vote of a majority of the members. No director shall continue to serve on the board if during his

term of office his membership in the Corporation shall be terminated for any reason whatsoever.

Section 4. Notice to Members: Notice to all Board of directors meetings shall be conspicuously posted in the recreation building of the community in accordance with the provisions of the Florida Condominium Act.

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

A. To make and collect assessments and establish the time within which payments 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 preservation.

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 public liability, and to purchase such other insurance as The Board of Directors 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 employ and/or contract with, if deemed desirable, a maintenance service contractor, or manager, who shall maintain, service and/or manage the buildings and related facilities, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the buildings. To employ workmen, janitors and gardeners and to purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed desirable, and generally to have all of the powers of a contractor or manager in connection with the matters hereinbefore set forth.

H. To make reasonable rules and regulations for the occupancy of the Condominium parcels.

Section 6. Meetings:

A. The first meeting of each Board newly elected by the members shall be held forty-eight (48) hours after the meeting at which they were elected, provide a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general members meeting.

B. 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 Board of Directors shall be required, consistent with the provisions of the Condominium Act.

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. 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 Directors, except as may be otherwise specifically provided by statute or by the Certificate of Incorporation or by these Bylaws. If a quorum shall not be present in any meeting of Directors, the Directors present there may adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present.

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

- A. Roll Call.
- B. Reading of minutes of last meeting.
- C. Consideration of communications.
- D. Resignations and elections.
- E. Report of officers and employees.
- F. Reports of committees.
- G. Unfinished business.
- H. Original resolutions and new business.
- I. 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 Corporation.

ARTICLE III OFFICERS

Section 1. Executive Officers: The executive officers of the Corporation shall be President, Vice-President, Secretary and Treasurer, all of whom shall be elected annually by said Board. Any two of said offices may be united in one person, except that the President shall not also be the Secretary of the Corporation. If the Board so determines, there may be more than one Vice-President.

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

Section 3. Election: The Board of Directors at its first meeting after each annual meeting of general members shall elect a President, Vice-Presidents, Secretary and a Treasurer, all of whom shall be members of the Board.

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

Section 5: The President

A. The President shall be the chief executive officer of the Corporation; 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 Corporation, 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 Corporation, 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 Board of Directors to other officers or agents of the Corporation.

Section 6. The Secretary and Treasurer

A. The Secretary shall attend meetings of the Board of Directors and all meetings of the members and shall record or cause to have recorded all votes and the minutes of all meetings and proceedings. The Secretary shall have charge of the minute book and such records and papers as the Board may direct, and shall perform all duties incident to the office of Secretary, including the sending of notices of meetings of the members and meetings of the Board of Directors, and such other duties as may be prescribed by these Bylaws and the Board of Directors. The Secretary shall have custody

of the corporate seal and when authorized by the Board of Directors, affix the same to any instrument requiring it and attest the same when appropriate. The Secretary shall keep or cause to be kept a list of all of the members of the Corporation and their last known post office address, and the names and addresses of any proxy holders or designated voters.

B. The Treasurer shall have the responsibility of the Corporation's funds and shall keep or cause to be kept a full and accurate account of receipts and disbursements in books belonging to the Association and shall deposit or cause to be deposited all moneys, checks, and other valuable effects in the name and to the credit of the Corporation in such Depositories as may from time to time be designated by the Board of Directors. The Treasurer shall disburse or cause to be disbursed the funds of the Corporation as may from time to time be ordered by the Board of Directors, shall make or cause to be made proper vouchers for such disbursements, and shall render or cause to be rendered an account of the transactions and the fiscal condition of the Corporation to the Board of Directors at their regular meetings and at such other times as the Board of Directors may so require.

Section 7. The Vice-President: The Vice-President shall be vested with all the powers as required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

Section 8. Vacancies: If the office of any Director, or of the President, Vice-President, Secretary, Treasurer, or one or more becomes vacant by any reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the whole Board of Directors, provided for in these Bylaws, shall choose a successor or successors who shall hold office for the unexpired term.

Section 9. 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 Corporation, 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. There shall be no stock certificates issued by this Corporation. There shall be no more than three hundred forty-one (341) Members of the Corporation.

Section 2. Transfers of membership shall be made only on the books of the Corporation, and notice of acceptance of such transferee as a member of the Corporation shall be given in writing to such transferee by the President and Secretary of the Corporation. Transferor, in such instance, shall automatically be no longer a member of the Corporation. Membership in the Corporation 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 3. Voting Members: That member 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, the designation of whom shall be by statement filed with the Secretary of the Association, in writing, and who 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 statement filed with the Secretary.

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.

There shall not be more than three hundred and forty-one (341) voting members at any one time and each may cast one (1) vote. 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 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.

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

Section 4. 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 Corporation, subject to the procedure set forth in the Declaration.

ARTICLE V MEETING OF MEMBERSHIP

Section 1. Place: All meetings of the corporate membership shall be held at the office of the Corporation, or such other place as may be stated in the notice.

Section 2. Annual Meeting: The annual meeting of the Corporation shall be held during the month of October of each year at such time, date and place as shall be determined by the Board of Directors.

Section 3. Membership list: At least ten (10) days before every election of Directors, a complete list of members entitled to vote at said election, arranged numerically by units, with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the Corporation, 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 or by the Certificate of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of ten (10) members. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a special meeting of members, stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat, at such addresses as appear on the books of the Corporation, at least five (5) days before such meeting.

C. 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 for such meeting, or subsequent adjourned meetings thereof.

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, the Declaration, the Certificate of Incorporation, 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: Twenty-five percent (25%) of the total number of members of the Corporation present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meeting of the members for the transaction of business, except as otherwise provided by statute, the Certificate of Incorporation 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 Statutes or the Certificate of Incorporation or these Bylaws to be taken in connection with any action of the Corporation, 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.

ARTICLE VI NOTICES

Section 1. Definition: Whenever, under the provisions of the Statutes, the Certificate of Incorporation 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 Corporation.

Section 2. Service of Notice – Waiver: Whenever any notice is required to be given under the provisions of the Statutes, the Certificate of Incorporation 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.

ARTICLE VII FINANCES

Section 1. Fiscal Year: The fiscal year shall begin the first day of January in each year. The Board of Directors is expressly authorized to change this fiscal year at any time for the convenience of the Corporation.

Section 2. Checks: All checks or demands for money and notes of the Corporation 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 of Directors may from time to time designate.

Section 3. Indemnification – Directors and Officers: The Corporation shall indemnify and hold harmless each person who has served or shall serve at any time since November 1, 1972 as a Director or Officer of the Corporation from and against any and all claims and liabilities to which such person shall become subject by reason of having heretofore or hereafter been a Director or Officer of the Corporation, or by reason of any action alleged to have heretofore or hereafter taken or omitted by him as such Director or Officer, and shall pay all legal and other expenses incurred by him and shall reimburse such person for reasonable expenses advanced by him in connection with any such claim or liability; provided, however, that no such person shall be indemnified against, or reimbursed for, any expense incurred in connection with negligence or willful misconduct and if any funds have been advanced by the Corporation such person shall make full restitution to the Corporation for the amount thereof.

The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other rights to which he may be lawfully entitled, nor shall anything herein contained restrict the right of the Corporation to indemnify or reimburse such person in any proper case even though not specifically herein provided. The Corporation, its Directors, Officers, employees and agents shall be fully protected in taking any action or making payment pursuant to this Section, or in refusing to do so, in reliance upon advice of counsel.

ARTICLE VIII SEAL

The seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its organization, and the word "nonprofit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE IX HOMESTEAD EXEMPTION

It is specifically the intent of the Declaration of Condominium and the exhibits thereto to provide to each unit owner any benefits realized from the Homestead Exemption for purpose of any real property taxes pro-rata to his ownership of said common elements, as more particularly set forth in said Declaration of Condominium, provided that said condominium parcel owner shall qualify for same and the Association and its Board of Directors shall do nothing to infringe upon any condominium parcel owner's right to said Homestead exemption.

ARTICLE X MISCELLANEOUS RULES

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 Board of Directors, 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 such manner which would be disturbing or be a nuisance to other owners, or in such a way 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, or for commercial use whatsoever.

E. Common elements shall not be obstructed, littered, defaced, or misused in any manner.

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

ARTICLE XI DEFAULT

A. In the event an owner of a condominium parcel does not pay any sums, charges or assessments required to be paid to the Corporation within ten (10) days after the date when due, the Corporation shall give notice to the owner, and shall have the rights set forth in Section 6.C of the Declaration of Condominium as concerns the imposition of a late fee and the collection of interest. If the default continues thereafter, notice may be given on the fifteenth day after the due date of the Corporation's intent to lien and foreclose said lien within forty-five (45) days from the due date, the Corporation, acting on its own behalf or through its Board of Directors or Manager acting on behalf of the Corporation, may foreclose the lien encumbering the condominium parcel created by nonpayment of the required moneys in the same fashion as mortgage liens are foreclosed. The Corporation shall be entitled to the appointment of a Receiver if it so requests. The Corporation shall have the right to bid on the condominium parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the Corporation may, through its Board of Directors, or Manager acting in behalf of the Corporation, or in its own behalf, bring suit to recover a money judgement for sums, charges or assessments required to be paid to the Corporation without waiving its lien securing the same. In any action, either to foreclose its lien or to recover a money judgement brought by or on behalf of the Corporation against a condominium parcel owner, the losing defendant shall pay the costs thereof, together with a reasonable attorney's fee.

If an action of foreclosure is brought against the owner of a condominium parcel for the nonpayment of moneys due the Corporation, 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 canceled and membership shall be issued to the purchaser at the foreclosure sale.

If the Corporation 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 attorney's 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 refurbishing 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.

B. In the event of violation of the provisions of the enabling Declaration, corporate charter or restrictions and Bylaws, as the same are now or may hereafter be constituted, the Corporation, 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.

In the event of such legal action brought against a condominium parcel owner, the losing defendant shall pay the plaintiff's reasonable attorney's fee and court costs. 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 Corporation, and regardless of the availability of the other equally adequate legal procedures. It is the intent of all owners of condominium parcels to give to the Corporation a method and procedure which will enable it at all times to operate on a business-like 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 XII REGISTERS

Section 1. The Secretary of the Corporation shall maintain a register in the corporate office showing the names and addresses of members.

Section 2. Any 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 set by the Board of Directors from time to time, not to exceed the maximum amount allowed by law, 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 of Directors. For purposes of this Section 2, spouses shall be considered one applicant and the application fee shall not be due for lease renewals provided that there are no changes in the identity of the person(s) residing in the Unit pursuant to said lease.

Section 3. The Corporation 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 Corporation in writing of the pledge or mortgage. In the event notice of default is given any member, under an applicable provision of the Bylaws, the Articles of Incorporation, or the Declaration, a copy of such notice shall be mailed to the registered pledgee or mortgagee.

ARTICLE XIII
SURRENDER

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 Corporation in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the Corporation shall have the right to re-enter and to repossess the owned 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 Pinellas County, State of Florida, or the United States of America.

ARTICLE XIV
AMENDMENT OF BYLAWS

The Bylaws of the Corporation may be altered, amended or repealed unless specifically provided herein, at any regular or special meeting of the members by a fifty-one percent (51%) vote by all the members of the Corporation, unless a contrary vote is required pursuant to the Articles of Incorporation, and provided that notice of said membership meeting has been given in accordance with these Bylaws, and the notice as aforesaid contains 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.

ARTICLE XV
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 be or become unenforceable at law, or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

ARTICLE XVI
COMMITTEE MEETINGS

Meetings of committees that do not take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are not required to be noticed in advance.

