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$511.50 KEN BURKE, CLERK OF COURT PINELLAS COUNTY, FL BY DEPUTY CLERK:
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Prepared by and return to:
Ellen Hirsch de Haan, Esquire
Becker & Poliakoff, P.A.
2401 West Bay Drive, Suite 414
Largo, FL 33770

CERTIFICATE OF RECORDING OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF THE MAINLANDS OF TAMARAC BY THE GULF, UNIT NO. TWO, AND ARTICLES OF INCORPORATION AND BYLAWS OF THE MAINLANDS OF TAMARAC BY THE GULF, UNIT NO. TWO, ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached is a true and correct copy of the Amended and Restated Declaration of Condominium of Mainlands of Tamarac By The Gulf, Unit No. Two, and the Articles of Incorporation and By-Laws of Mainlands of Tamarac By The Gulf, Unit No. Two, Association, Inc., as originally described in Book 3071 at Page 647 of the Official Records of Pinellas County, Florida.

IN WITNESS WHEREOF, we have affixed our hands this 22nd day of June, 2011 at Pinellas County, Florida.

(CORPORATE SEAL)

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

Witnesses as to Both:

Kevin L. Duvall
Print Name: Kevin L. Duvall

Lorraine Boschetti
Print Name: Lorraine Boschetti

By: Robert Ripley President
Robert Ripley, President

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 22 day of June, 2011, by Robert Ripley, President of Mainlands of Tamarac By The Gulf, Unit No. Two, Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

NOTARY PUBLIC-STATE OF FLORIDA
Mary Ann Duvall
Commission # DD968105
Expires: MAR. 07, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

Mary Ann Duvall
Notary Public, State of Florida
My Commission Expires: 3/7/14

Prepared By:
Ellen Hirsch DeHaan, Esq.
Becker & Poliakoff
311 Park Place Blvd, Suite 250
Clearwater, Florida 33759

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF MAINLANDS OF TAMARAC BY THE GULF, UNIT NO. TWO, A CONDOMINIUM

MADE this 4th day of April, 1969, by BEHRING WEST, INC., a Florida corporation, herein called Developer, for itself, its successors, grantees and assigns.

WHEREIN the Developer makes the following declaration:

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 of 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 this Condominium is to be identified is MAINLANDS OF TAMARAC BY THE GULF, NO. TWO, a Condominium, and its address is Pinellas Park, Florida 33565.

B. Plans and Specifications. The Condominium is to be constructed substantially in accordance with the 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 April 1, 1969, being Order Number 1433, which is attached hereto.

C. The Land. The lands owned by Developer, which are hereby submitted to the condominium form of ownership, are the following described lands, lying in Pinellas County, Florida, to-wit:

> 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., 435.00 feet, along the East line of the West 1/2 of the Northwest 1/4 of Section 22-30-16 to the Point of Beginning (P.O.B.); run thence N 52°02'02" E., 258.67 feet; run thence N 0°01'27" W., 105.00 feet; run thence S 89°45'25" E., 583.50 feet; run thence along a curve to the left, having a radius of 284.42 feet, a central angle of 118° 42'13", an arc distance of 589.25 feet, a chord distance of 489.38 feet and a chord bearing of N 30°53'28.5" E; run thence N 28°27'38"N., 265.00 feet; run thence N 65°36'26" W., 107.00 feet; thence run along a curve to the right, having a radius of 297.60 feet, a central angle of 37°08'48", an arc distance of 192.94', a chord distance of 189.58' and a chord bearing of N 47°02'02" W.;

run thence N 28°27'38" W., 885.00 feet. to a point designated as "Point A"; run thence N 69°01'07" E., 151.29 feet, to a point on the Westerly line of a 50 foot wide City of St. Petersburg, Pinellas County, Florida, waterline easement as described in Clerk's Instrument Number 117685A, recorded in the Public Records of Pinellas County, Florida; run thence N 28°27'38" W., 320.62 feet, along said Westerly line of the City of St. Petersburg Water Line Easement, to a point on the North line of the Northwest 1/4 of said Section 22-30-16; run thence N 89°55'18" W., 1569.99 feet, along said North line of the Northwest 1/4 of said Section 22-30-16, to the Northwest corner of said Section 22-30-16; run thence S 0°04'26" E., 797.77', along the West line of the Northwest 1/4 of said Section 22-30,16, to the Northwest corner of "THE MAINLANDS OF TAMARAC BY THE GULF OF TAMARAC BY THE GULF - UNIT ONE B", as Recorded in Condominium Plat Book 3, Pages 48 through 53, inclusive, of the Public Records of Pinellas, County, Florida; run thence the following courses and distances, along the Northerly boundary of said "MAINLANDS OF TAMARAC BY THE GULF, UNIT ONE B, 89°55'34"E., 711.00'; thence S 69°38 02"E., 35.70 feet, to a point on the Westerly right-of-way of line of Mainlands Boulevard West; thence along a curve to the right, 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 93.59 feet, and a chord bearing of 25°05'55.5' 8, said curve being on the West right-of-way line of Mainlands Boulevard West, thence S 60°10'07' E.139.93 feet; thence S 19°23'25" W., 75.89 feet; thence S 7°00'00" E., 290.32 feet; thence S 89°45'25" E. 409.90 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 along said East line of the West 1/2 of the Northwest 1/4 of said Section 22-30-16, S 0°01'27" E 904.06 feet run thence S 52°02'02" W., 31.67 feet; 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 THE POINT OF BEGINNING; LESS the following described parcel, hereafter known as Parcel R:

Commencing at 'Point A', as described above, run S 61°32'22' W., 204.00 feet, to the Point of Beginning (P.O.B.) of Parcel R; run thence along a curve to the right, having a radius of 256.03 feet, a central angle of 21°11'56', an arc distance of 94.73 feet: a chord distance of 94.19 feet and a chord bearing of N. 17°51'40' W., run thence N 7°15'42" W., 72.53 feet: run thence S 81°55'34" W. 88.61 feet to a point of curvature, run thence along a curve to the left, having a radius of 230.33 feet, a central angle of 55°32'55", an arc distance of 223.31 feet, a chord distance of 214.66 feet and a chord bearing of S 62°09'06.5" W., run thence S 34°22'39" W., 94.07 feet; run thence S 55°37'21" E., 187.30 feet; run thence along a curve to the right, having a radius of 137.23 feet, a central angle of 64°37'00", an arc distance of 154.76 feet, a chord distance of 146.69 feet and a chord bearing of N 85°27'36"E, run thence N 27°46'06" E., 27.85 feet; run thence N 61°32'22" E., 90.00 feet; run thence N. 28°27.38"8 W., 48.95 feet, to the POINT OF BEGINNING of said Parcel R.

LEGAL DESCRIPTION OF INGRESS
AND EGRESS EASEMENT

That portion of Mainlands Boulevard and Mainlands Boulevard West as shown and/or described in the plats of record of the Mainlands of Tamarac By The Gulf Unit One A, as recorded in Condominium Plat Book 3, pages 41 and 42, and the Mainlands of Tamarac By The Gulf Unit One B, as recorded in Condominium Plat Book 3, pages 48 through 53, of the Public Records of Pinellas County, Florida.

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. Two Hundred Ninety-Four (294) separately designated and legally described freehold estates consisting of all of the land and improvements thereon, as described in that certain Condominium as recorded in Condominium Plat Book 4, Pages 1 through 8, inclusive, 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 Paragraph 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 States 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", "drives", "sidewalks", ingress and egress to United States Highway Nineteen (19), "swales", "driveways", 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 one/two hundred and ninety fourth of the total."

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 as 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 NO. TWO, ASSOCIATION, INC., and its successors.

D. Common Elements shall include the tangible personal property required for 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 land subject to the Ninety-Nine Year Lease to the Association, a copy of which is attached hereto as Exhibit E.

(2) Expenses declared common expenses by provisions of this Declaration or the Bylaws.

(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 assessments as 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 to 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 Bylaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air-conditioning., garbage and sewage disposal.

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 identified by a unit symbol designating the location of such unit.

B. Appurtenances 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 in each undivided 1/294 each to each of the 294 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 as 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 fresh water sprinkler system constructed over, through and upon all the condominium property; accordingly there is hereby reserved in favor of the Association the eight to operate, maintain, repair and alter a freshwater 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 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 of all lawns within the condominium property; accordingly, it 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 located 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, removal of cut grass, 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 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 including the cost of replacing of sod upon the owner's unit. In the exercise of its discretion in this regard, the Association shall be governed by the principle that all lawns shall be fully maintained reasonably free from unsightly bald spots or dead grass,

and reasonably uniform in texture and appearance with surrounding lawns in the condominium.

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 the 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, repair and recreating of exterior walls and repair and repainting of shutters, trim, eaves, roofs or any portion of the foregoing. The times when such maintenance and repair 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 cost 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 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, sidewalks and driveways located upon the condominium property, and it 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 for funds for the Association to perform the functions described in this section shall be assessed against each unit owner by the provisions of this 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, and shall be in compliance with the requirements of Florida Statutes and Association Documents, as concerns the obtaining of competitive bids on contracts for services rendered..

(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 without prior approval in writing by the owners of not less than seventy-five per cent (75%) of the common elements as provided by the Bylaws. Failure of an owner

or owners to approve all alteration or improvement approved by owners of seventy-five (75) percent of the common elements, shall not relieve such owner or Owners of their respective shares of the cost thereof.

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

A. Share of Common Expense. Each unit owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus computed on the basis of units contiguous to the recreation area as contained within the limits of the Lease in the aggregate of 294 units.

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

C. Interest; Late Charges; Application of Payments. Assessments and installments thereon paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of ten percent (10%) per annum from the date when due until paid. Any assessment which becomes delinquent shall be subject to a late fee, in addition to such interest in an amount not to exceed the greater of $25.00 or five percent (5%) of each installment of the assessment for each delinquent installment that the payment is late. All payments upon account shall be first applied to interest, then to any late fee, costs and attorneys' fees incurred in collection, and then to the assessment payment first due.

D. Lien for Assessments. The lien for unpaid assessments shall also secure reasonable attorneys' 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.

F. Modified Rental Account. In addition to the share of common expenses, each unit owner shall be liable for as determined under paragraph 6A above, each unit owner shall he liable to the Association for use by the Association in paying the rent on the recreational lease the amount of $10.00 per month until such sum is modified upward by the terms and provisions of such Lease, after which time each such unit owner shall be liable to the Association for the modified rental amount. The modified rental amount shall be determined by dividing the total rental as determined under the provisions of the Lease by 12, for the months of the year, and then by the number of units covered by this Condominium Declaration and by the subject 99-year recreation Lease.

:

7. Association. The operation of the condominium shall be by MAINLANDS OF TAMARAC BY THE GULF, UNIT NO. TWO, ASSOCIATION, INC., a corporation not for profit under the 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 joinder of record owners is specifically required by this Declaration.

F. Power to Lease Certain Lands. The Association shall have the power to, and has entered into a Ninety-Nine Year Lease to certain lands, as described therein, a copy of which Lease is attached hereto as Exhibit "E". The Association shall include all rent due and cost of insurance, taxes and other expenses which the Association as Lessee has obligated itself to pay under said Lease, as common expenses of the Condominium, and shall provide therefor in the annual budget of the Association. The provisions of this subparagraph shall be construed as a covenant in favor of the Lessor under said Lease, his successors and assigns, and may be enforced by him against the Association and each unit owner, their heirs, successors, representatives and assigns.

G. Management Contract. The Association may hire and retain a Manager or Management Company to 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 the competent, uniform and professional management and maintenance of the condominium property.

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 windstorm, fire, hurricane and other hazards. The Association shall purchase a public liability insurance policy in the minimum amount of $100,000.00 or such greater 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 or 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 to 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 owner's expense, and said expense shall be enforceable as a lien the same as assessments by the Association: provided further, that any such owner shall make election within 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 Restrictions. 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 residents and for no other purpose. The term "single family" shall be defined for purposes of this restriction as one (1) or more persons related by blood, marriage or adoption and their families of no more than two (2) unrelated persons and their families living together as a single family dwelling and comply with Florida Laws.

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, or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies having jurisdiction thereof shall be observed.

D. Fences, Hedges, Clothes Pole, Exterior Radio and TV 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 of units with streets bordering two sides, to that portion of the rear yards thereof which is more than 25 feet from the edge of the street. All clothes poles shall be susceptible of being lifted and removed by one person in one minute's time. All garbage and trash containers and oil and gas tanks must be placed and maintained below ground level or in walled-in areas so constructed 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 exterior radio, television or electronic antenna mast not exceeding 25 feet in height above the crown of the street adjacent to the unit involved maybe attached to the rear wall or rear half of a side wall of each building. No other exterior radio, television or electronic antenna mast or aerial 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 without express prior written permission of the Association. The overnight parking of vehicles of any kind upon any of the 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 any thing to be done or kept on his unit or on the condominium 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 to 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 their 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 so 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 the owners of all units, if not included in said annual budget.

11. Age Limitation on 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 adult persons, and the use of any of the condominium property, and especially the occupancy of any of the units thereof, is hereby limited to permanent residents, at least one of whom shall be fifty-five (55) years of age or older and none of whom shall be under Forty (40) years of age or older. For purposes of this section, the term "permanent" shall be defined as occupancy of a unit for a period of time exceeding forty-five (45) days in any calendar year. Any exceptions to this adopted amendment, such as a "caregiver" or an emergency situation

will necessitate an interview of the individual involved by the board of directors for approval. Anyone under the minimum age inheriting a property will be subject to an interview by the board of directors for approval. Any occupancy of less than this period of time shall not be deemed to be permanent. The Association shall have authority to provide such facilities and services as may be necessary to meet the minimum requirements of the Fair Housing Act of 1988, as the same may be amended from time to time.

12. Maintenance of Community Interest. 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 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.

(3) Gift. If any unit owner shall acquire his title by gift, the continuance of his ownership of his unit shall be subject to the approval of the Association.

(4) Devise or Inheritance. If any unit owner shall acquire title by devise or inheritance, the continuance of his ownership of his unit shall be subject to the approval of the Association.

(5) Other Transfers. If any unit owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his unit shall be subject to the approval of the Association.

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 unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association 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 purchaser 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 unit 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 reasonable require, and an executed copy of proposed lease.

(c) Gift, Devise or Inheritance: Other Transfers. A unit owner who has obtained his 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 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.

(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 born 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 Association. If the Association shall disapprove a transfer of 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 purchaser 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 Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators maybe 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 judgment of specific

performance of the sale upon the award rendered by the arbitrators nay be entered is 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 a 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.

D. Mortgage. No unit owner may mortgage his unit or any interest therein without the approval of the Association, except to a bank, life insurance company or a federal savings and loan association, or to a vendor to secure a portion or the entire purchase price. The approval of any other mortgagee say be upon conditions determined by the Association, or may be arbitrarily withheld.

E. Exceptions. The foregoing provisions of this section will 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 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 bylaw, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale. However, when occupancy occurs, approval of occupant(s) by the Board will be necessary.

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. Costs and Attorneys' 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 attorneys' 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 a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. Resolution and Adoption. A resolution proposing an amendment may be made by either the Board of Directors of the Association or by petition signed by at least ten (10%) percent of 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 complies with the requirements for proxy voting, and is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approval must be by not less than seventy-five (75%) percent of the members of the Association voting in person or by proxy at the meeting.

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 units 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 record 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. Neither shall an amendment attempt to change the obligations of the Association and unit owners under that certain Ninety-Nine Year Lease, a copy of which is attached hereto as Exhibit "E", unless the record owners of the fee simple title to the lands subject thereto and the Lessor thereunder 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 waits 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) Price. The sale price for each unit 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 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 judgment of specific performance of the sale upon the award rendered by the arbitrators nay be entered in any court of competent jurisdiction. The expense 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 mortgagors and lienors, including those lien rights of the lessor in that lease attached to the Condominium as Exhibit "E", 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, Bylaws and Regulations of the Association shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, The Developer has executed this Declaration the day and year first above written.

BERING WEST, INC.

(corporate seal)

/s/
Robert R. Trachsel, Secretary

/s/
K. E. Behring, President

STATE OF FLORIDA
COUNTY OF BROWARD

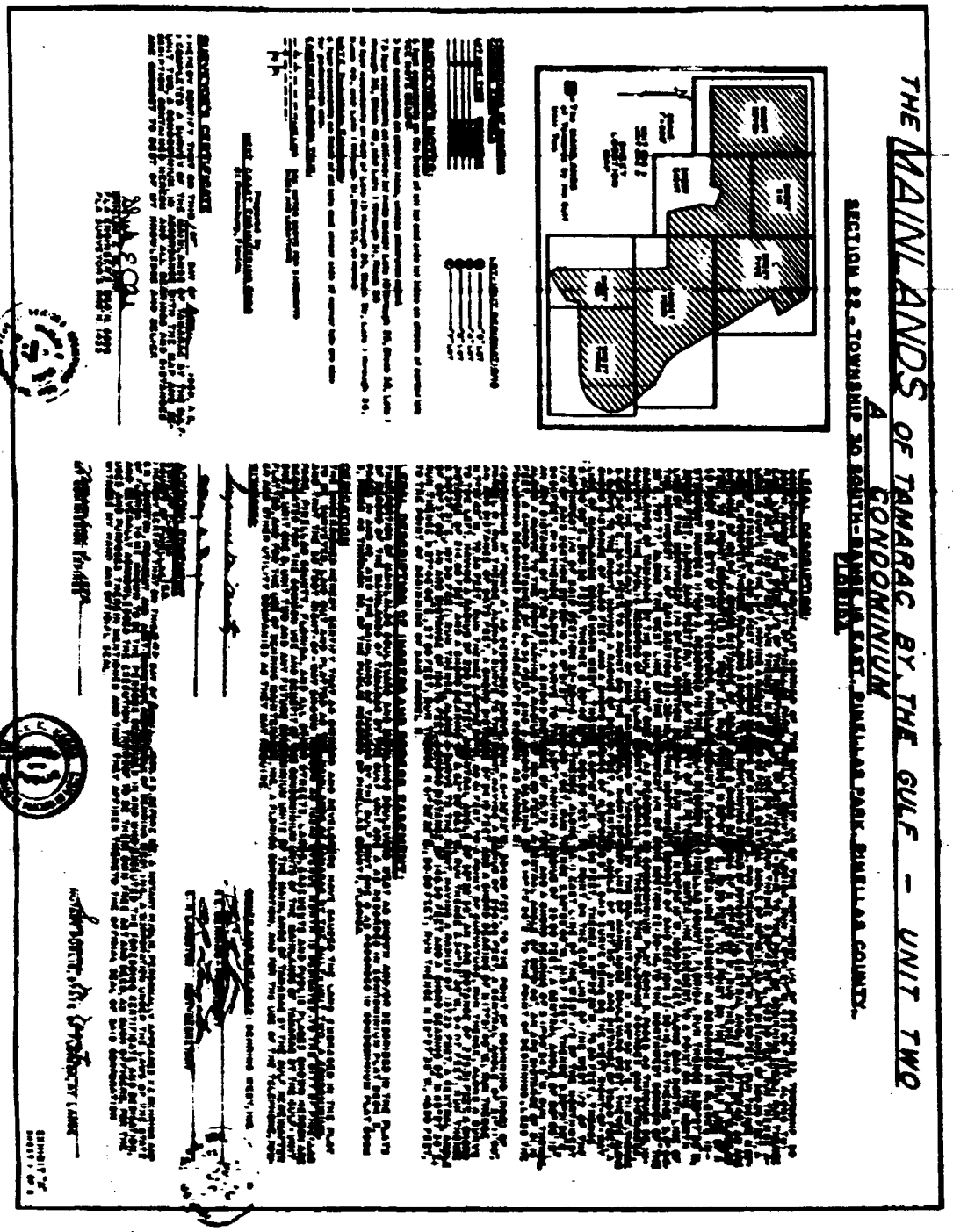
Personally appeared before me, the undersigned authority K. E. BEHRING and ROBERT R. TRACHSEL, President and Secretary respectively of BEHRING WEST. INC., who being duly sworn acknowledged before me that they executed the above and foregoing instrument as such officers and affixed thereto the official seal of said Corporation, and that said instrument is the act and deed of said corporation.

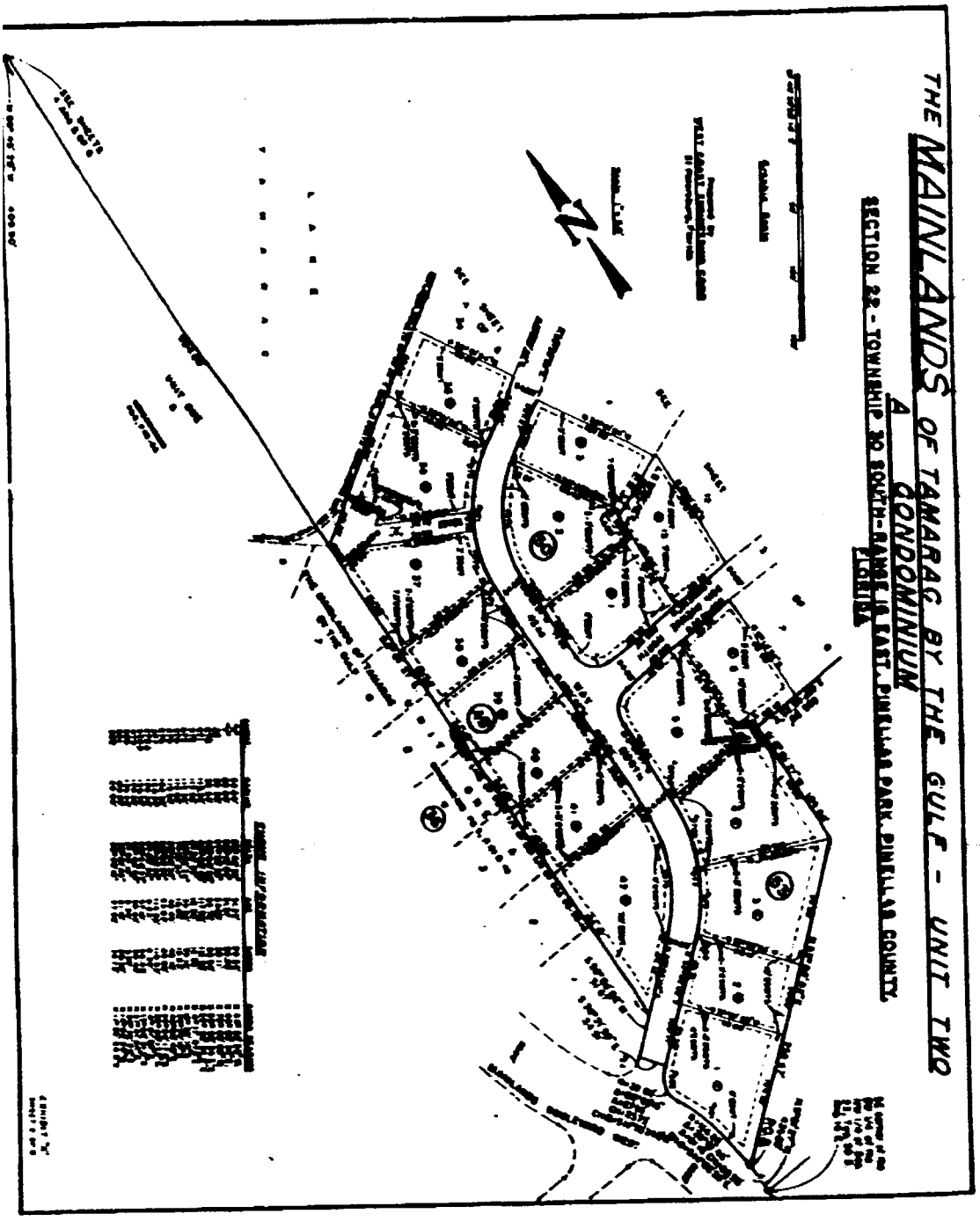
IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Fort Lauderdale, this 4th day of April, 1969.

/S/
Notary Public, State of Florida
My Commission Expires:

ACTIVE: 3364462_1

EXHIBIT "A" TO DECLARATION OF CONDOMINIUM




THE MAINLANDS OF TAMARAC BY THE GULF - UNIT TWO
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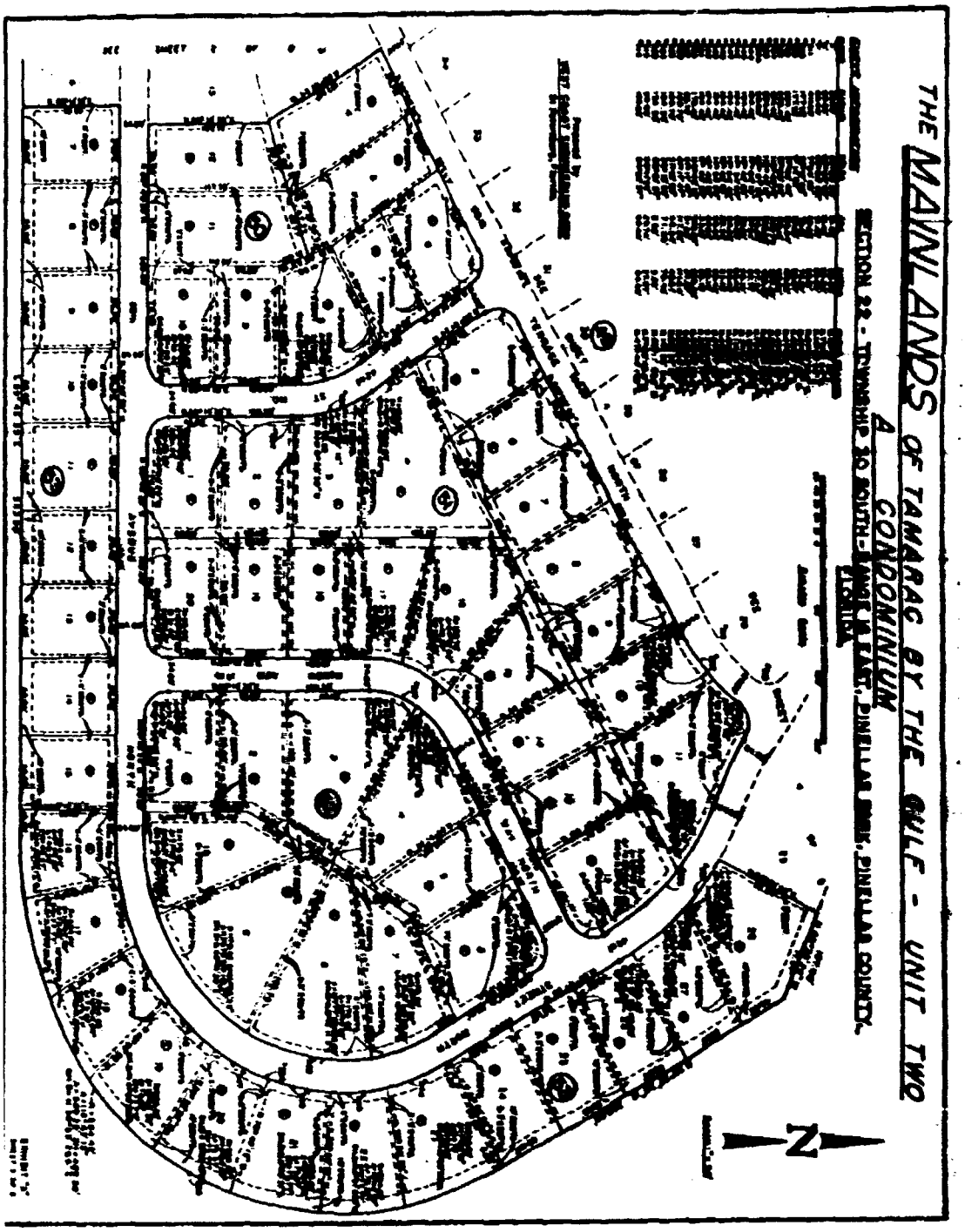
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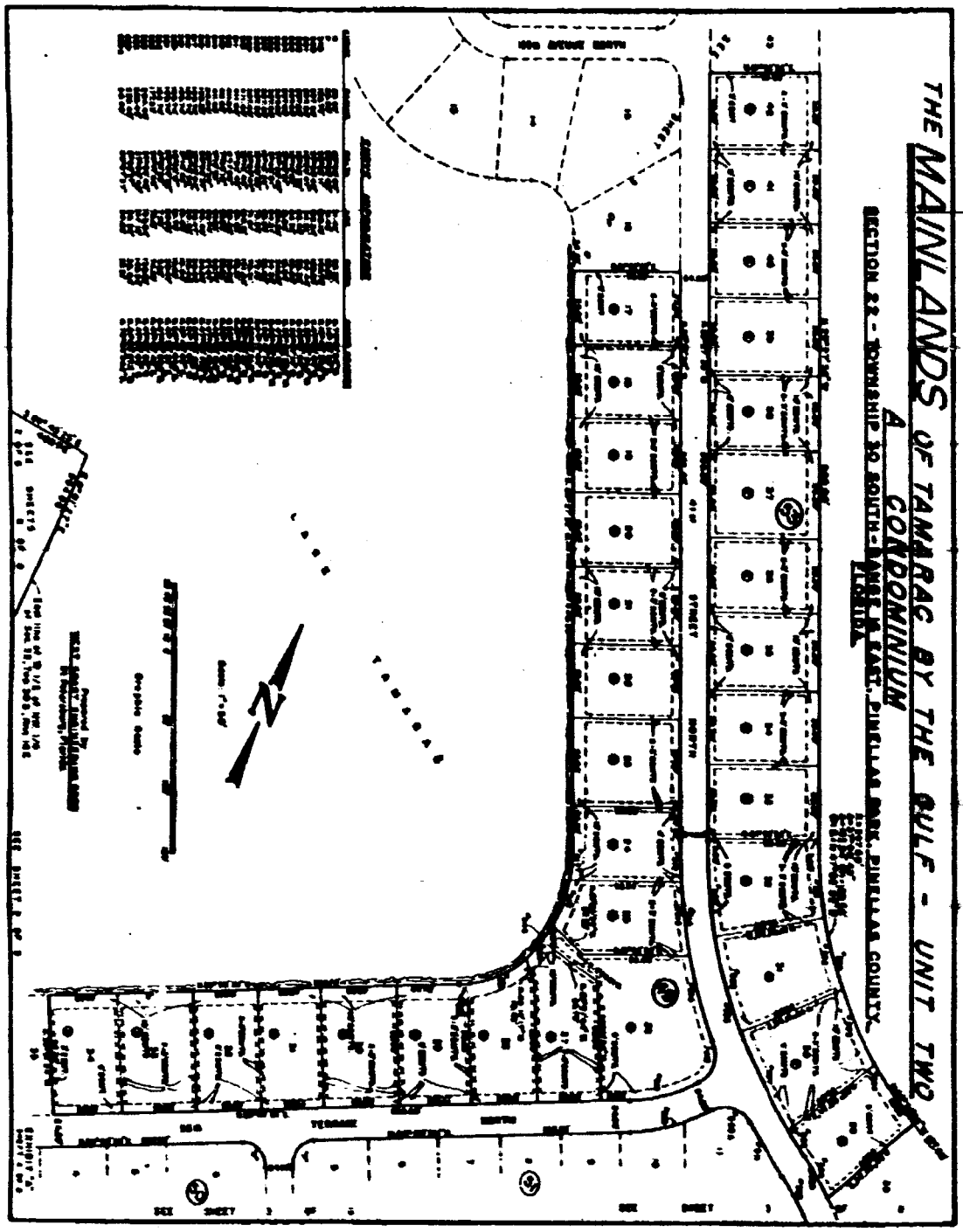
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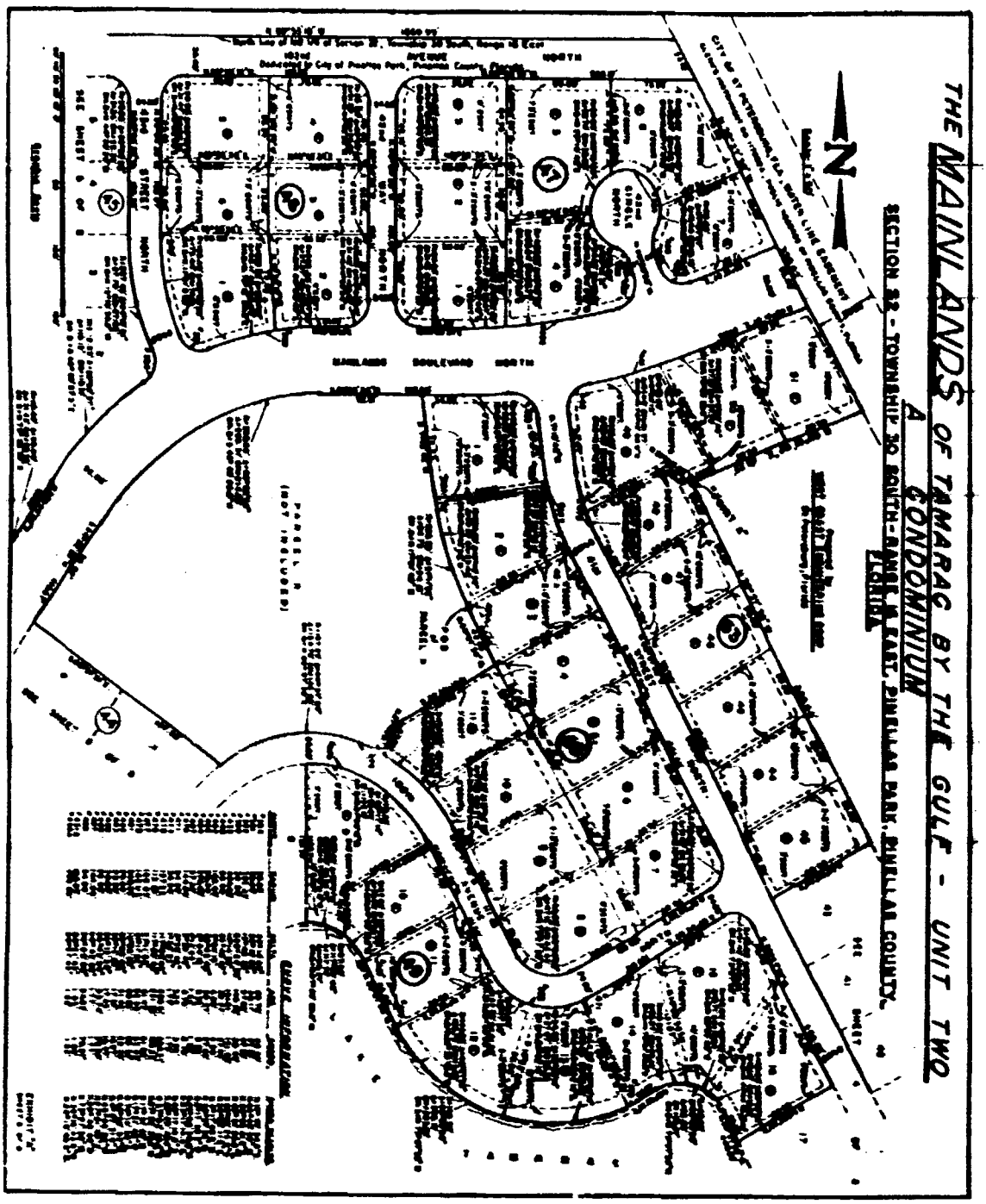
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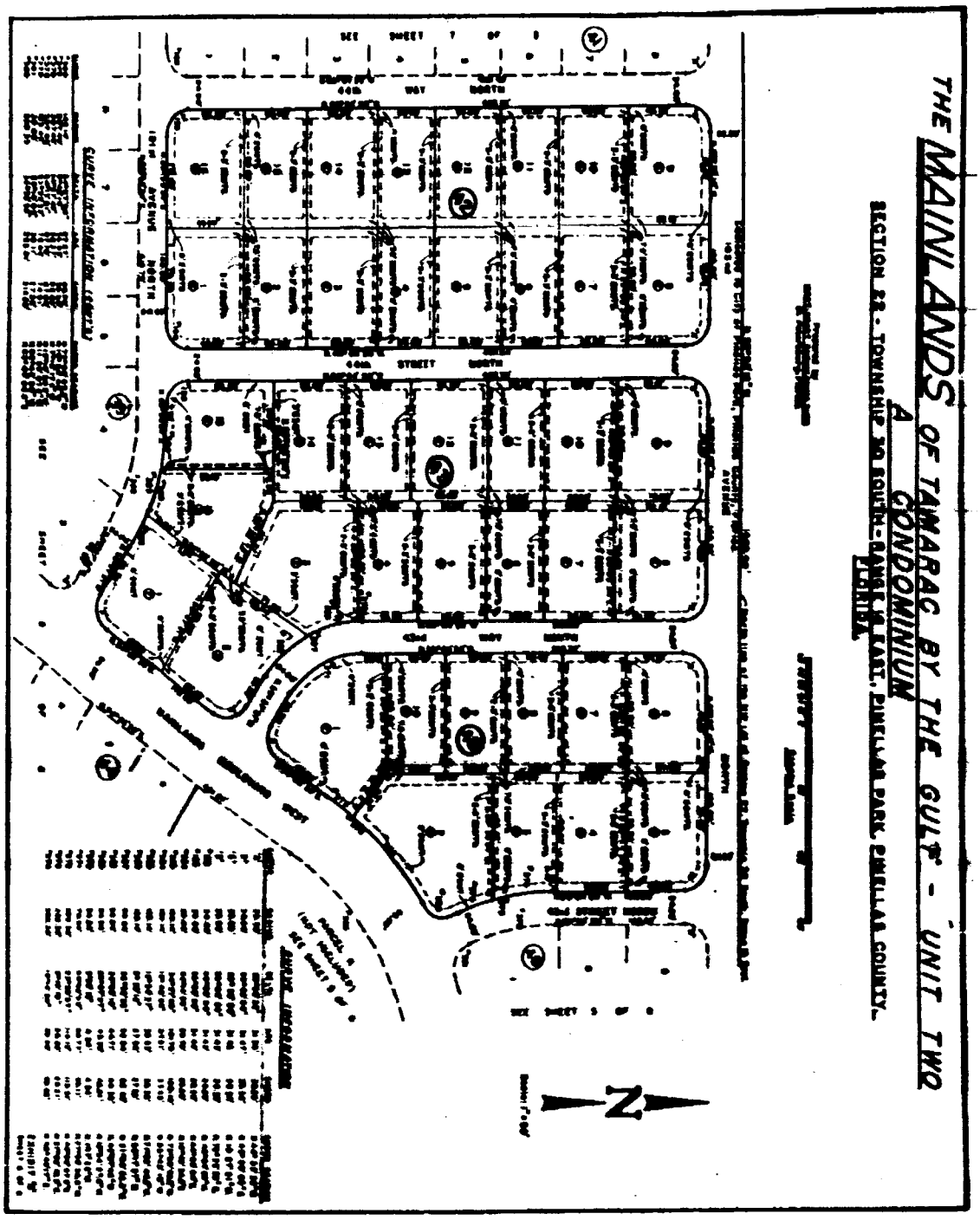
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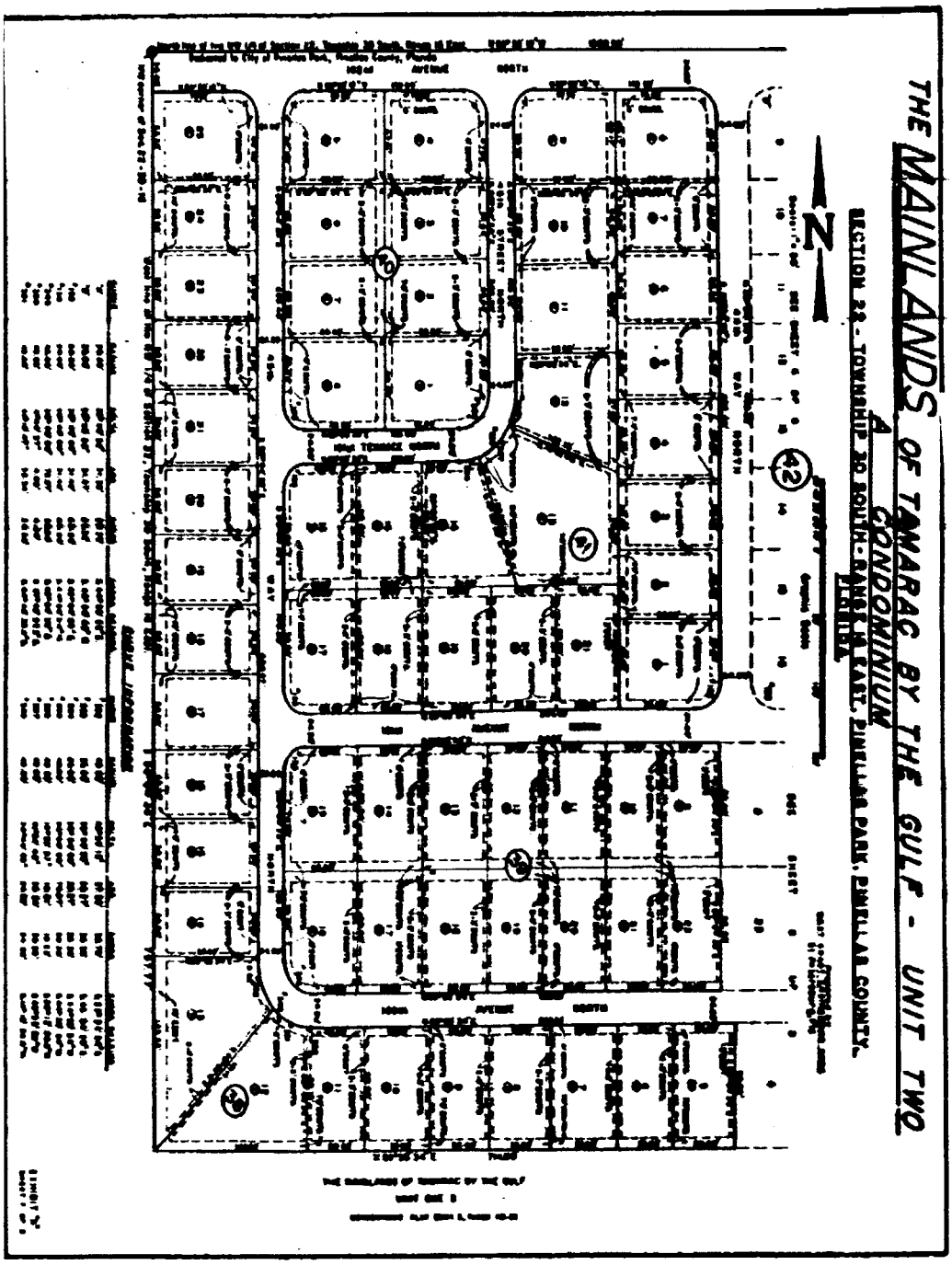
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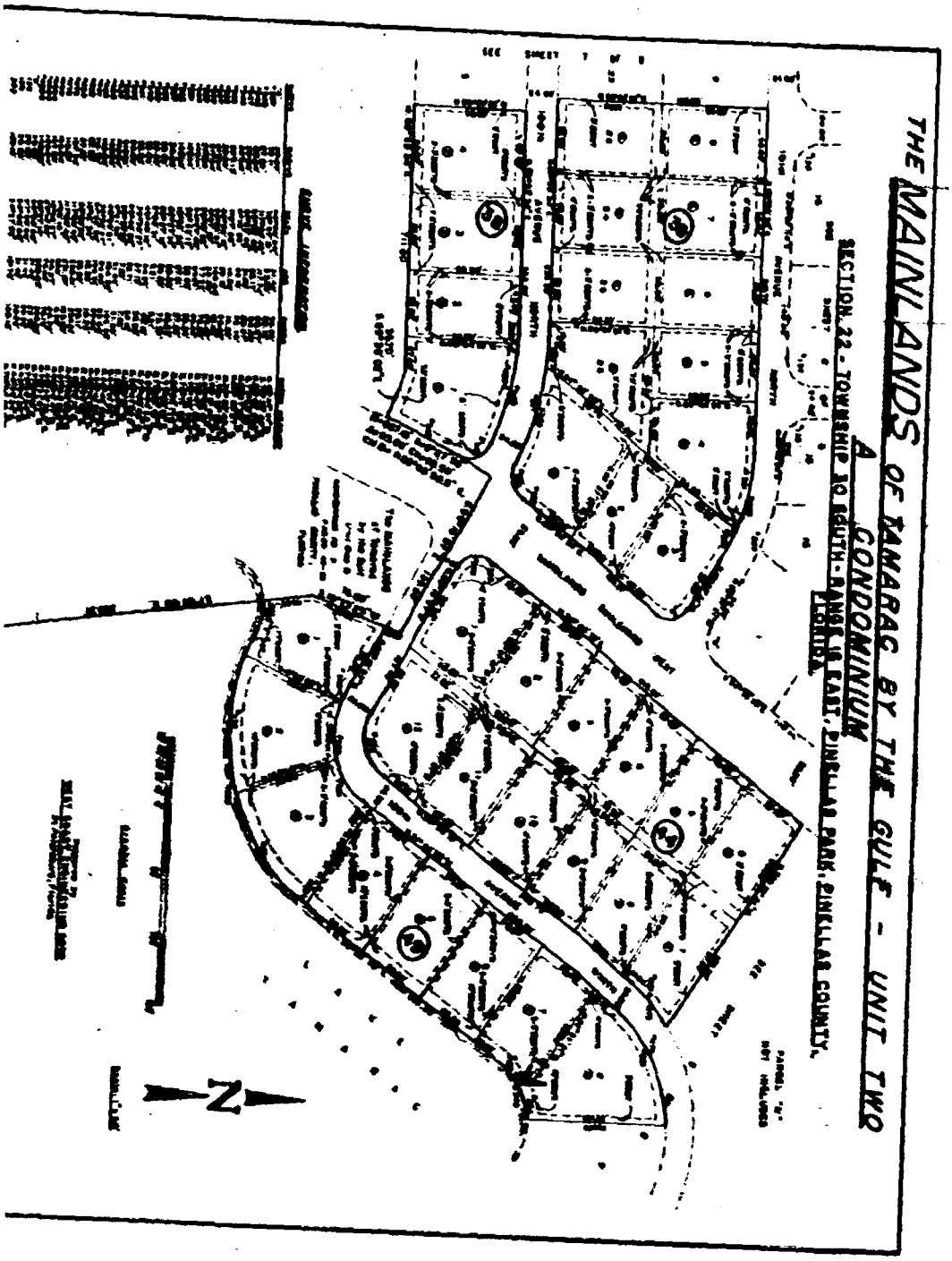
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SECTION 22 - TOWNSHIP 30 SOUTH - RANGE 15 EAST, PINELLAS PARK, PINELLAS COUNTY, FLORIDA
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EXHIBIT "B" TO DECLARATION OF CONDOMINIUM

MANAGEMENT AGREEMENT EXPIRED

THIS PAGE INTENTIONALLY DELETED PURSUANT TO AMENDMENT TO DECLARATION RECORDED 12/11/1979, IN OFFICIAL RECORDS BOOK 4954, PAGE 2021, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA

EXHIBIT "C" TO DECLARATION OF CONDOMINIUM

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF MAINLANDS OF TAMARAC BY THE GULF, UNIT NO. TWO, ASSOCIATION, INC., A CORPORATION NOT FOR PROFIT

1. Name and Place of Business. The name of the Corporation is MAINLANDS OF TAMARAC BY THE GULF, UNIT NO. TWO, ASSOCIATION, INC. The place of business shall be Pinellas Park, Pinellas County, Florida.

2. Purpose. The 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 718.111, Florida Statutes. The purpose for which the Corporation is organized is to provide an entity responsible for the operation of a Condominium in Pinellas County, Florida, known as MAINLANDS BY THE GULF, UNIT NO. TWO. A description of the lands of said Condominium is attached hereto as Exhibit "A". Said Condominium is herein called "Condominium" and the Declaration of Condominium whereby the same has or will be created is herein called "Declaration".

3. Qualification of Members and Manner of Admission. The members of the Corporation shall constitute all the record owners of condominium units of the Condominium. After receiving the approval of the Corporation, as required under the Declaration, 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 each 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. Term. The existence of the Corporation shall be perpetual unless this Condominium is terminated pursuant to the provisions of its Declaration and in the event of such termination, the Corporation shall be dissolved in accordance with law.

5. Names and Residences of Incorporators. The names and residences of the Incorporators to these Articles of Incorporation are:

K. E. Behring, 2800 E. Oakland Park Blvd., Fort Lauderdale, Florida	President
R. J. Bienema, 2800 E. Oakland Park Blvd., Fort Lauderdale, Florida	Vice President
Robert R. Trachsel, 2800 E. Oakland Park Blvd., Fort Lauderdale, Florida	Secretary-Treasurer

6. Directors and Officers. The affairs of the 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 all of the power set forth in Section 11 of the Articles of Incorporation.

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

President	K. E. Behring, 2800 E. Oakland Park Blvd., Fort Lauderdale, Florida
Vice President	R. J. Bienema, 2800 E. Oakland Park Blvd., Fort Lauderdale, Florida
Secretary-Treasurer	Robert R. Trachsel, 2800 E. Oakland Park Blvd., Fort Lauderdale, Florida

8. Board of Directors. After the initial Board, the Board of Directors shall consist of seven persons, and the names and addresses of the persons who initially served as such until the first election thereof, were as follows:

K. E. Behring, 2800 E. Oakland Park Blvd., Fort Lauderdale, Florida
R. J. Bienema, 2800 E. Oakland Park Blvd., Fort Lauderdale, Florida
Robert R. Trachsel, 2800 E. Oakland Park Blvd., Fort Lauderdale, Florida
William A. Morse, 2810 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 and rescinded only in accordance with the provisions of such Bylaws and the Declaration relating to amendment.

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 Corporation shall have all the following powers:

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

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

3. Leaseholds. To acquire and enter into agreements whereby it acquires leaseholds, membership or other possessory or use interests in lands or facilities including, but not limited to, country clubs, golf courses, marinas, 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.

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 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.

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

6. Operations. To operate and manage the Condominium in accordance with the sense, meaning, direction, purpose and intent of the Declaration as the same may from time to time be amended, and to otherwise perform, fulfill and exercise the powers, privileges, options,

rights, duties, obligations and responsibilities entrusted to or delegated to it by the Declaration and/or Bylaws.

We, the undersigned, being each of the subscribers hereto, do hereby subscribe to these Articles of Incorporation, and in witness whereof we have hereunto set our hands and seals this 4th day of April, 1969.

_____/s/_____(SEAL)
R. E. BEHRING

_____/s/_____(SEAL)
R.T.BIENEMA

_____/s/_____(SEAL)
ROBERT R. TRACHSEL

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared K. E. Behring, R. T. Bienema, and Robert R. Trachsel, well known to me, who upon oath acknowledged before me that they executed the above and foregoing Articles for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Fort Lauderdale, Florida, this 4th day of April, 1969.

_____/s/_____
Notary Public, State of Florida

My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION

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., 435.00 feet, along the East line of the West 1/2 of the Northwest 1/4 of Section 22-30-16 to the Point of Beginning (P.0.B.); run thence N 52°02'02" E., 258.67 feet; run thence N 0°01'27" W., 105.00 feet; run thence S 89°45'25" E., 583.50 feet; run thence along a curve to the left, having a radius of 284.42 feet, a central angle of 118° 42'13", an arc distance of 589.25 feet, a chord distance of 489.38 feet and a chord bearing of N 30°53'28.5" E; run thence N 28°27'38"N., 265.00 feet; run thence N 65°36'26" W., 107.00 feet; thence run along a curve to the right, having a radius of 297.60 feet, a central angle of 37°08'48", an arc distance of 192.94', a chord distance of 189.58' and a chord bearing of N 47°02'02" W.; run thence N 28°27'38" W., 885.00 feet. to a point designated as "Point A"; run thence N 69°01'07" E., 151.29 feet, to a point on the Westerly line of a 50 foot wide City of St. Petersburg, Pinellas County, Florida, waterline easement as described in Clerk's Instrument Number 117685A, recorded in the Public Records of Pinellas County, Florida; run thence N 28°27'38" W., 320.62 feet, along said Westerly line of the City of St. Petersburg Water Line Easement, to a point on the North line of the Northwest 1/4 of said Section 22-30-16; run thence N 89°55'18" W., 1569.99 feet, along said North line of the Northwest 1/4 of said Section 22-30-16, to the Northwest corner of said Section 22-30-16; run thence S 0°04'26" E., 797.77', along the West line of the Northwest 1/4 of said Section 22-30,16, to the Northwest corner of "THE MAINLANDS OF TAMARAC BY THE GULF OF TAMARAC BY THE GULF - UNIT ONE B", as Recorded in Condominium Plat Book 3, Pages 48 through 53, inclusive, of the Public Records of Pinellas, County, Florida; run thence the following courses and distances, along the Northerly boundary of said "MAINLANDS OF TAMARAC BY THE GULF, UNIT ONE B, 89°55'34"E., 711.00'; thence S 69°38 02"E., 35.70 feet, to a point on the Westerly right-of-way of line of Mainlands Boulevard West; thence along a curve to the right, 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 93.59 feet, and a chord bearing of 25°05'55.5' 8, said curve being on the West right-of-way line of Mainlands Boulevard West, thence S 60°10'07' E.139.93 feet; thence S 19°23'25" W., 75.89 feet; thence S 7°00'00" E., 290.32 feet; thence S 89°45'25" E. 409.90 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 along said East line of the West 1/2 of the Northwest 1/4 of said Section 22-30-16, S 0°01'27" E 904.06 feet run thence S 52°02'02" W., 31.67 feet; 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 THE POINT OF BEGINNING; LESS the following described parcel, hereafter known as Parcel R:

Commencing at 'Point A', as described above, run S 61°32'22' W., 204.00 feet, to the Point of Beginning (POB) of Parcel R; run thence along a curve to the right. having a radius of 256.03 feet, a central angle of 21°11'56', an arc distance of 94.73 feet: a chord distance of 94.19 feet and a chord bearing of N. 17°51'40' W., run thence N 7°15'42" W., 72.53 feet: run thence S 81°55'34" W. 88.61 feet to a point of curvature, run thence along a curve to the left, having a radius of 230.33 feet, a central angle of 55°32'55", an arc distance of 223.31 feet, a chord distance of 214.66 feet and a chord bearing of S 62°09'06.5" W., run thence S 34°22'39" W., 94.07 feet; run thence S 55°37'21" E., 187.30 feet; run thence along a curve to the right, having a radius of 137.23 feet, a central angle of 64°37'00", an arc distance of 154.76 feet, a chord distance of 146.69 feet and a chord bearing of N 85°27'36"E, run thence N 27°46'06" E., 27.85 feet; run thence N 61°32'22" E., 90.00 feet; run thence N. 28°27.38"8 W., 48.95 feet, to the POINT OF BEGINNING of said Parcel R.

EXHIBIT "D" TO DECLARATION OF CONDOMINIUM

AMENDED AND RESTATED BYLAWS OF MAINLANDS OF TAMARAC BY THE GULF, UNIT TWO, ASSOCIATION, INC.
A Florida non-stock, nonprofit membership Corporation

ARTICLE I
General

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

Section 2. Principal Office: The principal office of the corporation shall be at 4320 Mainlands Boulevard, Pinellas Park, Florida 33782, or at such other place as maybe 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. TWO, 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. TWO, 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 Declaration of Condominium of MAINLANDS OF TAMARAC BY-THE-GULF, UNIT NO. TWO, A CONDOMINIUM.

ARTICLE II
Directors

Section 1. Number and Term: The number of directors who shall constitute the whole board shall be seven (7). All directors shall be members. The Directors shall be elected at the annual meeting of the members, and each Director shall be elected to serve for the term of two (2) years or until his successor shall be elected and shall qualify. All Directors shall serve for a term of two (2) years and terms shall alternate so that three (3) Directors shall be elected in each even year and four (4) Directors shall be elected in each odd year.

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

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 of all Board of Directors meetings shall be conspicuously posted in the recreation building of the community, in accordance with the provisions of Florida's 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 payment of same are due.

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

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

D. To enter into and upon the units when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and 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 against 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 violation of these Bylaws and the terms and conditions of the Declaration.

G. (1) To employ and/or contract with, if deemed desirable, a maintenance service contractor and/or an apartment-house manager who shall maintain, service and/or manage the building and related facilities, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the building.

(2) 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 the power of an apartment-house manager in connection with the matters heretofore set forth.

(3) Where a management contract is entered into, the records and accounts of the manager shall be kept, and his reports to the Board of Directors made, on an accrual basis.

(4) The Board of Directors shall, not less than annually, engage a Certified Public Accountant to audit the records and annual statements of the manager. The determination of what matters and information shall be sought during and provided by said audit shall be in the sole discretion of the Board of Directors.

(5) All cash which belongs to the Association shall be kept in accounts in the name of the Association and all checks drawn by manager on said accounts shall be countersigned by at least one (1) member of the Board of Directors.

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

I. In addition to the means for enforcement provided in the Declaration, Bylaws or Rules of this Association, or by law, the Association shall have the right to assess fines against a unit, its owner, occupant, license, or invitee, for violations of the Declaration, Bylaws or Rules of the Association. No fine shall become a lien against a unit owner. No fine may exceed $100.00 per violation. A fine shall be levied on a basis of each day for the continuing violation, with a single notice and opportunity for a hearing, provided that no such fine shall be in aggregate to exceed $1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and if available, its licensee or invitee. The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied. This provision does not apply to an unoccupied unit. The Board shall pass Rules and Regulations and procedure concerning the fining process.

Section 6. Meetings:

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

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

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

D. 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 thereat 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 or an Assistant 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 as from time to time nay 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, a Vice-President, Secretary and Treasurer, each of whom shall be a member of the Board, except the Secretary, who need not be a member 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:

A. The Secretary shall keep the minutes of the Member Meetings and of the Board of Directors Meetings in one or more books provided for the purpose.

B. He shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

C. He shall be custodian of the corporate records and of the seal of the Corporation and shall see that the seal of the Corporation is affixed to all documents, the execution of which, on behalf of the Corporation under its seal, is duly authorized in accordance with the provisions of these Bylaws.

D. He shall keep a register of the post office addresses of each member, which shall be furnished to the Secretary.

Section 7. Treasurer.

A. He shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation, and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors, the Articles of Incorporation, or these Bylaws.

B. He shall disburse the funds of the Corporation as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer, and of the financial condition of the Corporation.

C. He may be required to give the Corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the Corporation, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Corporation.

D. Notwithstanding the provisions of subsections A, B and C hereof, the Association may, through the Board of Directors, enter into an agreement with an agent to perform all of the detail functions of receiving and disbursing the moneys of the Association and the proper recording thereof, together with proper preparation and filing of all reports required by governmental regulation/tax and otherwise. In the event such an agreement is entered into, the duties of the Treasurer shall then consist of cooperation with, and general supervision of, the actions of the agent in performance of its duties under this agreement.

Section 8. 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 9: Vacancies: If the office of any Director, or of the President. Vice President, Secretary-Treasurer, or one or more becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the whole Board of Directors, provided for in these Bylaws, may choose a successor or successors who shall hold office for the unexpired term.

Section 10. Resignations: Any Director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the 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 two hundred and ninety-four (294) 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. Membership in the Corporation may be transferred only as an incident to the transfer of the transferor's parcel and his undivided interest in the common elements of the Condominium, and such transfer 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 owning the majority interest in such 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 two hundred ninety-four (294) 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 than one owner, provided that membership shall be held in the same manner as title to the unit. In the event ownership is in more than one person, all the owners of such membership shall be entitled collectively to only one (1) voice or ballot in the management of the affairs of the 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 procedures set forth in the Declaration.

ARTICLE V
Meetings 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 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: Fifty-one per cent (51%) 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 meetings 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, then 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 his having heretofore or hereafter been a Director or Officer of the Corporation, or by reason of any action alleged to have been 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 any claim or liability arising out of his own gross negligence or willful misconduct, and if any funds had 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 the 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 "non-profit". 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 purposes of any real property taxes prorata 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 the 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 nay 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 manner which would be disturbing or be a nuisance to other owners, or in such a way as to be injurious to the reputation of the property.

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

D. Condominium units may not be used for business use, or for any 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 thirty (30) 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 in 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 judgment for sums, charges or assessments required to be paid to the Corporation without waiving its lien securing same. In any action, either to foreclose its lien or to recover a money judgment brought by or on behalf of the 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 cancelled 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 refurnishing of the condominium parcel in question. All moneys remaining after deducting the foregoing items of expense shall be returned to the former owner of the condominium parcel in question.

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 in accordance with Florida Statute 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. The Florida Statute allows for a charge up to a maximum of $100.00. The present charge is $50.00, and to remain unless costs necessitate an increase.

Section 3. The Corporation shall maintain a suitable register for the recording of pledged or mortgaged condominium parcels. Any pledge or mortgagee of a condominium parcel may, but is

not obligated to, notify the Corporation en 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 pledge 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 By-Laws of the Corporation may be altered, amended or repealed unless specifically provided herein, at any regular or special meeting of the members by a sixty-six and two-thirds (66-2/3%) percent 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 in accordance with these By-Laws, and the notice as aforesaid contains a full statement of the proposed Amendment. No modification or amendment to the By-Laws 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.

EXHIBIT "E" TO DECLARATION OF CONDOMINIUM

L E A S E

THIS LEASE, Made and entered into this 1st day of April, 1969, by and between BEHRING WEST, INC., a Florida corporation, hereinafter referred to as "Lessor", and MAINLANDS OF TAMARAC BY THE GULF, UNIT TWO ASSOCIATION, INC., a non-profit Florida corporation, hereinafter referred to as "Lessee";

W I T N E S S E T H :

That in consideration of the covenants and agreements hereinafter mentioned and to be performed by the respective parties hereto, and the payment of the rental hereinafter designated to be paid by Lessee in accordance with the provisions of this Lease, Lessor has leased, rented, let and demised, and by these presents does lease, rent, let and demise unto said Lessee, its successors and assigns, the following described property, situate, lying and being in Pinellas County, Florida, to-wit:

Commencing at the Northwest corner of Section 22 - Township 30 South - Range 16 East, Pinellas Park, Pinellas County, Florida, run S 89°-55'-18" E, 1569.99 feet along the North line of said Section 18 - 30 - 16; run thence S 28° - 27' - 38" E, 320.62 feet along the West line of a 50 foot wide City of St. Petersburg waterline easement as recorded in Clerk's Instrument No. 117 685 A of the Public Records of Pinellas County, Florida; run thence S 69° - 01' - 07" W, 151.29 feet; run thence S 61° - 32' - 22" W, 204.00 feet to the POINT OF BEGINNING (P.O.B.); run thence along a curve to the right having a radius of 256.03 feet, a central angle of 21°-11'-56", an arc distance of 94.73 feet, a chord distance of 94.19 feet and a chord bearing of N 17° - 51' - 40" W; run thence N 7° - 15' - 42" W, 72.53 feet; run thence S 89° - 55' - 34" W, 88.61 feet, to a Point of Curvature; run thence along a curve to the left having a radius of 230.33 feet, a central angle of 55° - 32' - 55", an arc distance of 223.31 feet, a chord distance of 214.66 feet and a chord bearing of S 62° - 09' - 06.5" W; run thence S 34° - 22' - 39" W, 94.07 feet; run thence S 55° - 37' - 21" E, 187.30 feet; run thence along a curve to the right having a radius of 137.23 feet, a central angle of 64° - 37' - 00", an arc distance of 154.76 feet, a chord distance of 146.69 feet and a chord bearing of N 85° - 27' - 36" E; run thence

N 27° - 46' - 06" E, 27.85 feet; run thence N 61° - 32' - 22" E, 90.00 feet; run thence N 28° - 27' - 38" W, 48.95 feet, to the POINT OF BEGINNING. Said parcel containing 1.70 Acres M.O.L.

TO HAVE AND TO HOLD the above described premises, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise incident or appertaining, together with the rents, issues and profits thereof (save and except the rents and other amounts due the Lessor by Lessee herein) unto said Lessee for the term of ninety-nine years beginning on the 1st day of May, 1969, and ending on the 30th day of April, 2068, unless terminated prior to said date in accordance with the terms and conditions hereof.

1. TERM: The term of this Lease shall begin on the 1st day of May, 1969, and shall run for a period of ninety-nine years, ending on the 30th day of April, 2068, unless terminated prior to said date in accordance with the terms and conditions hereof.

2. POSSESSION: Possession shall be delivered to the Lessee on the 1st day of May, 1969, and Lessee shall be entitled to peaceful possession of the same so long as Lessee is not in default under the terms of this Lease. At the expiration of said term, possession of said property shall be redelivered by Lessee to Lessor.

3. TITLE: Lessor covenants that it is the owner of the fee simple title to the demised real property and that said real property is free and clear of all liens and encumbrances, except for the following:

A. Real Estate taxes, and all other levies, assessments and taxes against the above described real property, if any, for the year 1969.

B. Restrictions and easements of record, if any; and

C. Applicable zoning ordinances; and

D. Any mortgage of record given by Lessor or assumed by Lessor, which said mortgage, if any, the Lessor expressly agrees to pay and keep free from default so long as the Lessee is in good standing hereunder.

4. RENTAL: The Lessee shall pay to the Lessor as rent under the terms of this lease of the herein leased premises the proportionate share which Mainlands of Tamarac by the Gulf, Unit No. Two Association, Inc., has to the total number of units serviced by the recreation area 294, as more fully described hereinabove. The annual obligation of the Lessee herein shall be $35,280.00, payable monthly in the sum of $2,940.00, computed at the rate of $10.00 per month per condominium unit; said rental shall be payable monthly in advance beginning on the 1st day of May, 1969, and on the 1st day of each month

thereafter during the term of this Lease, at the office of Lessor at 4501 Mainlands Boulevard, St. Petersburg, Florida, or such other place as may be designated in writing by the Lessor, in lawful money of the United States. In addition to the minimum rental specified above, the Lessee agrees to pay to the Lessor as additional rent hereunder, in equal monthly installments, which are to be added to the installments of minimum rent paid during each year, the additional sum, if any, determined in accordance with the provisions of Paragraph 29 hereunder.

The rent due hereunder, meaning the minimum rent, plus any increases thereof as may be required pursuant to Paragraph 29, shall be and constitute the net rent to the Lessor and is in addition to the payment of real estate taxes, assessments, insurance premiums, maintenance expense or other expense to which the Lessee may be put, and has agreed to pay, in accordance with the terms, provisions and conditions of this Lease, and no deductions for the foregoing shall be made from the said installments of rent.

5. FIRE, WINDSTORM AND OTHER CASUALTY INSURANCE: Lessee hereby covenants and agrees with Lessor that it will at all times during the term of this Lease, keep insured any and all buildings or improvements now located or which may hereafter be built upon or placed upon the demised premises, in good and responsible insurance companies authorized to do business in the State of Florida, satisfactory to and approved by Lessor, who agrees not to withold its approval of any companies designated by Lesee arbitrarily or unreasonably, for protection against loss or damage caused by or resulting from fire, windstorm, or other casualty, or the use of any boiler situated upon said premises, in an amount that would be sufficient to prevent co-insurance on the part of Lessor or Lessee; provided, however, any standard deductible clause required by insurers for unusual hazards will not be in violation of this covenant against coinsurance. All policies issued and renewals thereof shall be payable in the event of loss jointly to Lessor and Lessee. In the event of the destruction of said building or appurtenances by fire, windstorm, or other casualty, for which insurance money shall be payable, such insurance money shall be paid to Lessor and Lessee. Said sum so paid shall be deposited in the joint account of Lessor and Lessee in a bank in Pinellas County Florida, designated by Lessor, and shall be available to Lessee for the reconstruction or repair, as the case may be, of the building, damaged or destroyed by fire, windstorm, or other casualty for which insurance money shall be payable and shall be by Lessor and Lessee paid from said joint account from time to time on the estimates of any architect selected by Lessee, licensed in the State of Florida, having supervision of such reconstruction; provided, however, that it first be made to appear to the satisfaction of Lessor that the amount of money necessary to provide for the reconstruction or repair of any building damaged or destroyed as aforesaid, according to the plans adopted therefor, which may be in excess of the amount received upon such policies, has been provided for by Lessee in cash. And Lessee covenants and agrees that in the event of the destruction or damage of the said building or improvements on said premises, or any part thereof, and as often as any building or improvements on said property shall be destroyed or damaged by fire, windstorm, or other casualty Lessee shall have the same rebuilt and ready for occupancy within six (6) months from the date the insurance proceeds are made available to Lessee. Construction of such rebuilding and/or repairs shall be of the same general character and equal value as the buildings and

improvements upon the demised property prior to such damage or destruction, Lessee shall at its expense, furnish Lessor with a performance and payment bond executed by a surety company authorized to do business in the State of Florida, to assure the completion of and payment of such rebuilding and/or repair.

If the time of completion should be delayed beyond six (6) months by strikes, walkouts, acts of war or insurrection, fire, unusual delay in transportation, unavoidable casualties, or any cause beyond the control of Lessee, or Lessee's contractor, then the time of completion beyond the said six (6) month period shall be extended for such reasonable time as may be required to effect completion of said construction.

If at any time while the joint account herein provided for contains any of the proceeds of insurance, Lessee is in default of this Lease, then Lessor shall be immediately entitled to receive from the said joint account the amount of money necessary to cure Lessee's default. In the event there shall remain any excess of money received from insurance remaining in the joint account after the completion of such reconstruction and repair of such building or buildings, and if at such time there be no default on the part of Lessee in the conditions and covenants of this Lease, then such excess money shall be paid to Lessee.

The policy or policies of insurance maintained pursuant to this Paragraph 5, shall be paid for by Lessee who shall deliver the original policy or policies to Lessor for safe keeping hereunder.

6. LIABILITY INSURANCE: The Lessee covenants and agrees that it will, at all times, save and keep Lessor harmless from any and all damages and liability occasioned by the use of the demised premises and shall indemnify and keep harmless Lessor from and against any loss, cost, damage and expense arising out of and in connection with any building, swimming pool. or other improvements thereon, and out of any accident causing injury to any person or property whomsoever and whatsoever, and due directly to the use or occupancy of said premises, including the approaches, sidewalks and appurtenances thereof and thereto, and Lessee covenants and agrees to provide at Lessee's expense, policies of insurance generally known as public liability policies and/or owners', landlords' and tenants' liability policies, insuring Lessee and Lessor against all claims and damages made by any person or persons whomsoever, for injuries received in connection with the operation and maintenance of the improvements and building located upon the demised premises, including the approaches, sidewalks and appurtenances thereto and thereof, to the extent of not less than $500,000 to cover claim or damage from any single or specific cause to any one (1) person and to the extent of not less than $500,000 to cover in connection with any one (1) particular accident or occurrence, the total aggregate of claims that may arise or be claimed to have arisen against Lessor or Lessee. Said policy or policies above specified shall be maintained in companies satisfactory to and approved by Lessor, and original policies shall be delivered to Lessor for safe keeping.

7. MAINTENANCE AND REPAIR OF PROPERTY: Lessee agrees and covenants that it will at its own expense keep and maintain the buildings, swimming pool, fixtures and improvements which may at any

be situated during the term of this Lease on the demised premises and all appurtenances thereunto belonging or appertaining, including sidewalks, steps, including both the interior and exterior of the building, in good and substantial repair and in a clean and sanitary condition, and will use, keep and maintain said premises and improvements thereon, as well as the sidewalks, approaches and appurtenances in front of and around such buildings, building and swimming pool, in conformity to and in compliance with all orders, ordinances, rulings and regulations of all federal, state and city governments having jurisdiction thereof and the statutes and the Laws of the State of Florida and the United States of America, and of any lawful authority applicable to and affecting the same and will protect and indemnify forever,save and keep harmless Lessor from and against any loss, cost, damage and expenses occasioned by or arising out of any breach or default in the performance and observance of any provisions, conditions, covenants, and stipulations in this Lease contained or occasioned or arising by or out of any accident or injury or damage to any persons whomsoever or whatsoever happening or occurring in or about or upon the said premises or upon the sidewalks, approaches and appurtenances adjoiningthe same by Lessee or any person or persons occupying, holding or claiming by, through or under Lessee.

It is contemplated between Lessor that the Lessee shall have full and complete and exclusive control and possession of the leased premises; and, therefcre, Lessee shall, except to the extent hereinafter expressly provided, be exclusively responsible and liable to any third parties by reason of any damage or personal injury of any kind sustained by them upon the premises or occasioned by any acts of Lessee or by any breach or default of the Lessee.

8. DAMAGE OR DESTRUCTION OF BUILDINGS: The parties agree and covenant that damage to or destruction of the buildings or any portions thereof on the demised premises at any time, by fire, hurricane or act of God, shall not work a termination of this Lease or authorize Lessee or those claiming by, through or under it, to quit or surrender possession of said premises, or any part thereof, and shall not release Lessee in any way from its liability to pay to Lessor the rent provided for herein or from any of the agreements, covenants, and conditions of this Indenture. In the event of loss, destruction or damage to the building or buildings now located or hereafter erected upon the demised premises, Lessee agrees and covenants to rebuild or restore a like building or buildings and improvements of equal value and quality to the ones destroyed, injured or damaged as often as such destruction or damage may occur.

9. TAXES. The Lessee covenants and agrees with Lessor that Lessee will cause to have promptly paid, in addition to the rents provided to be paid under this Lease, and as a further part of the consideration to be furnished by Lessee, all taxes levied or assessed at any or all times during the term hereof demised by any and all taxing authorities including all taxes, charges, assessments and in general, all taxes, tax liens in the nature of taxes which may be assessed against the demised premises and against the building, fixtures, improvements thereon or which may hereafter be placed thereon, including all taxes which are or may be assessed by an governmental authority, including but not limited to the city, state, county, national, special drainage, school

or other taxing districts, or otherwise, and specifically including any tax which may be levied against the use of the land by any such taxing authorities, together with any interest, penalties or other charges which may accrue thereon; provided, however, that in the event that any of the said taxes or assessments are payable according to the terms of their imposition in installments, then the Lessee shall have the right to pay the same as such installments fall due.

Nothing in this paragraph contained shall obligate Lessee to pay any income, inheritance, estate or succession tax, or any tax in the nature of any such described taxes, or any other tax which may be levied or assessed against Lessor with respect to the rent derived from this Lease or Lessor's ownership of the demised premises.

The parties understand and agree that Lessee shall pay the taxes and other charges as enumerated in this numbered paragraph and shall deliver official receipts evidencing such payment to Lessor at the same place as has been designated by Lessor as the place at which rental payments are required to be made, which payment of taxes shall be made and said receipts delivered at least forty-five (45) days before the said taxes would become delinquent in accordance with the law then in force governing the payment of such tax or taxes. If, however, Lessee desires to contest the validity of any tax or tax claims, Lessee may do so without being in default hereunder as to its obligations to pay taxes; provided, Lessee gives Lessor written notice of its intention to do so and furnishes Lessor with a cash bond in one and one-half (1 1/2) times the amount of the tax item or items to be contested, conditioned to pay the tax item or items when the validity thereof finally has been determined, which said written notice and bond shall be given by Lessee to Lessor not later than a date which is forty-five (45) days before the tax item or items proposed to be contested would otherwise become delinquent. The failure of Lessee to pay taxes or other charges as enumerated in this numbered paragraph and furnish the receipts thereof, or to furnish the written notice and bond herein referred to, not later than forty-five (45) days before the said tax or taxes or any item of them would become delinquent, shall constitute Lessee in default under this Lease at Lessor's option as hereinafter set forth.

Notwithstanding the provisions hereinabove set forth, when Lessee has paid the taxes assessed for the year 19 69, and provided that this Lease is then current and in good standing, the Lessor shall reimburse Lessee for one-third of the November discount amount of such taxes, payable upon demand and presentation of paid tax bills to Lessor.

10. UTILITY CHARGES: Lessee agrees and covenants to pay all charges for utilities supplied to the demised premises, whether they are supplied by a public or private firm, and to pay them monthly or as they become due. It is contemplated that this will include all charges for water, gas, electricity, telephone, sewer, if any, and any other type of utility or any other type of service charge.

11. COMPLIANCE WITH REGULATIONS OR PUBLIC BODIES: Lessee covenants and agrees that it will, at its own expense, make such improvements on the demised premises and perform such acts and do such things

as shall be lawfully required by any public body having jurisdiction over same in order to comply with sanitary requirements, fire hazard requirements, zoning requirements, setback requirements, and other similar requirements designed to protect the public.

12. LAWFUL USE OF PREMISES: Lessee covenants and agrees that during the term hereof it will conform to and observe all ordinances, rules, laws and regulations of Pinellas County, and of any municipality which may acquire jurisdiction over the leased premises, and the United States of America, and all public authorities and boards or officers relating to said premises, or improvements upon the same, or use thereof and will not during such time permit the same to be used for any illegal or immoral purpose, business or occupation; provided that a violation of this section shall operate as a breach of this Lease only in the event that the property herein described shall be closed by the proper legal authorities for any illegal or immoral purpose, business or occupation, and Lessee has failed to abate such condition or has failed to take reasonable steps to obtain such abatement within fifteen (15) days after such closing. In the event of such failure on the part of Lessee and the exercise of Lessor's option to treat the same as a breach of this Lease, such breach and the right to terminate shall exist only after the expiration of fifteen (15) days written notice and demand for the abatement of such condition.

13. INSPECTION OF PREMISES: Lessee agrees and covenants that Lessor, or its agent, at all reasonable times and during all reasonable hours, shall have free access to said demised premises and to any buildings or structures that may at any time be thereon, or any part thereof, for the purpose of examining or inspecting the condition of the same or of exercising any right or power reserved to Lessor under the terms and provisions of this Indenture..

14. LINES CREATED BY LESSEE: Lessee covenants and agrees that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of Lessor in and to the land covered by this Lease, and that no person shall ever be entitled to any lien directly or indirectly derived through or under it, or its agents or servants, or on account of any act or omission of Lessee, which lien shall be superior to the interest in this Lease reserved to Lessor upon the leased premises. All persons contracting with Lessee for furnishing materials or labor to Lessee or its agents or servants, as well as all persons whomsoever, shall be bound by this provision of this Lease. Should any such lien be filed, Lessee shall discharge the same by paying it or by filing a bond or otherwise as permitted by law.

Prior to the demolition by Lessee of any improvements located on the demised premises and prior to the commencement of construction of any improvements by Lessee, at any time upon the leased premises, Lessee shall furnish unto Lessor a performance and payment bond with corporate surety satisfactory to Lessor in an amount equal to the cost of any improvement to be constructed upon said premises conditioned to complete and pay the same free and clear of all liens and/or claims for labor and materials and conditioned further to fully indemnify and save harmless Lessor from all costs, damages, liabilities of every nature and character which may be suffered by Lessor by reason of the failure of Lessee to complete and to fully pay for said improvements.

15. INDEMNIFICATION AGAINST CLAIMS: Lessee shall indemnify and save harmless Lessor from and against any and all claims, suits, actions, damages, and/or causes of action arising during the term of this Lease for any personal injury, loss of life and/or damage to property sustained in or about the demised premises, or the buildings and improvements thereon, or the appurtenances thereof, or upon the adjacent sidewalks, approaches or streets, and from and against all costs, counsel fees, expenses and liabillties incurred in and about any such claims, investigations thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered in respect thereto.

16. INDEMNIFICATION AGAINST COSTS AND CHARGES: In the event Lessor is compelled to incur any expense in collecting any sum of money due under this Lease, for rent or otherwise, or in the event suit shall be brought by Lessor for the purpose of evicting or ejecting the Lessee from the leased premises, or if suit be brought by Lessor for the purpose of compelling the payment of any other sums which should be paid by Lessee under the terms hereof, or for the purpose of enforcing performance by Lessee of any of the several agreements, conditions and covenants contained herein, Lessee covenants and agrees to pay to Lessor all expenses and costs of litigation, including a reasonable attorney's fee for Lessor's attorney, provided such suit terminates in favor of Lessor.

Any sums due under the terms and provisions of the paragraph may be properly taxed by a court of competent jurisdiction against Lessee.

Any sums due under the terms and provisions of this paragraph shall constitute a lien against the interest of Lessee in the premises and its property thereon to the same extent and on the same conditions as delinquent rent would constitute a lien upon said premises and property.

17. ACCEPTANCE OF PREMISES: It is further covenanted and agreed that Lessee in acquiring this Lease has done so as the result of a personal inspection of the premises by its duly authorized representatives and that no oral representations of any kind or nature whatsoever have been made by Lessor and that only the terms of this Lease are to be binding upon Lessor and Lessee.

18. WAIVER: It is covenanted and agreed that no waiver of a breach of any of the covenants of this Lease shall be considered to be a waiver of succeeding breach of the same covenant.

19. TRANSFER OF LESSOR'S INTEREST: Lessor shall have the right to sell or assign to others its right to receive money and other things of value accruing to it by reason of this Lease and to mortgage or encumber its title at any time and without permission of the Lessee, but subject to the terms of this Lease.

20. INTEREST: All sums of money required to be paid by Lessee to Lessor shall bear interest from the due date or maturity thereof at the rate of eight per cent (8%) per annum until paid, which interest shall be due and payable to Lessor upon its written demand.

21. EVENTS OF DEFAULT: Should Lessee at any time during the term of this Lease be adjudged a bankrupt, or directly or indirectly suffer or permit an involuntary or voluntary petition in bankruptcy to be filed against it and remain pending for a period of seventy-five (75) days, or should a Receiver or Trustee be appointed for Lessee's property and not be discharged within seventy-five (75) days, or should any order of any court of competent jurisdiction be entered and remain in effect for a period of seventy-five (75) days, continuing the Lessee in possession of the leased property, or should Lessee's leasehold interest be levied upon and said levy be not discharged within forty-five (45) days thereafter, or should Lessee fail to promptly make the necessary return and reports required by state and federal law, or should Lessee fail to promptly pay when due all taxes of whatsoever kind required to be paid to the State and Federal governments or any subdivision thereof, if this Lease specifically required such payment by Lessee hereunder, then and upon the happening of any of the aforesaid events, Lessor shall have the right at its election to consider the same a material default on the part of Lessee of the terms and provisions hereof, and in the event such default is not cured by Lessee within a period of forty-five (45) days from the date of the giving by Lessor of written notice to Lessee of the existence of such default, Lessor shall have the option of declaring this Lease terminated and the interest of Lessee forfeited, or Lessor may exercise any other option herein conferred upon it. All revenue derived or accruing from the leased premises subsequent to the date of the termination of said Lease shall constitute the property of Lessor and the same is hereby declared to be a Trust Fund and shall not constitute any asset of Lessee or any trustee or receiver appointed for Lessee's property.

22. DEFAULT: It is covenanted and agreed by and between the parties hereto that in the event at any time of a default under the terms of this Lease on the part of Lessee for the periods hereinafter set forth, then and in that event it shall and may be lawful for Lessor, at its election, to declare said demised term ended and to re-enter into said premises and the building or buildings and improvements situated thereon, or any part thereof, either with or without choses of law, Lessee hereby waiving any demand for possession of the said demised premises and any and all building or buildings and improvements situated thereon.

A. A default on the part of Lessee in making any payment of rental due under this Lease, if such default has continued for thirty (30) days after notice thereof in writing has been furnished Lessee by Lessor.

B. Any default on the part of Lessee in failing to pay any taxes or assessments herein provided to be paid by Lessee within thirty (30) days prior to the time when same would become delinquent, if such default has continued for ten (10) days after notice thereof in writing has been furnished Lessee by Lessor.

C. In case Lessee fails to keep insurance on any building or buildings and improvements which may now or hereafter be upon the same demised premises as herein provided for, or fails to pay the premium for the same, or fails to expend the insurance money as herein provided for, or fails to rebuild as herein provided for, or if it shall fail to keep the premises in good order or repair in the manner herein provided for, or if it shall fail to perform or become in default in any of the other covenants of this Lease by it to be kept and performed, and any such failures or defaults shall be continued for twenty (20) days after notice thereon in writing by Lessor to Lessee, specifying the default complained of.

During any of the above periods, if Lessee cures the default, Lessee shall be deemed restored in good standing.

The Lessee further covenants and agrees that upon the termination of the said demised term, at such election of Lessor, or in any other way, Lessee will surrender and deliver up said premises and the improvements and buildings situated thereon (without compensation to Lessee for improvements or buildings) peaceably to Lessor, its agent or attorneys, immediately upon the termination of the demised term.

23. NOTICES: All notices required by law and this Lease to be given by one party to the other shall be in writing and the same may be served, as follows:

A. Upon Lessor by personal delivery or by certified mail addressed to Lessor at the place where the rental under this Lease is then being paid, or at such other address as Lessor may, by notice in writing, designate to Lessee.

B. Upon Lessee by personal delivery to Lessee's agent in charge of the leased premises, or by certified mail addressed to Lessee at 4501 Mainlands Boulevard, St. Petersburg, Florida, or at such other address as Lessee may, by notice in writing, designate to Lessor.

24. MORTGAGING OR SUBLEASING OF LESSEE'S INTEREST: Lessee shall not assign this Lease or sublet all or any part or parts of the demised premises without the written consent of the Lessor, and in the event such consent shall at any time be granted, no assignment of this Lease or sublease shall operate to relieve Lessee from liability for the payment or performance of the terms and conditions hereunder unless released from liability by written instrument duly executed by Lessor. No assignment or sublease shall effect any change or modification in the provisions respecting Lessor's rights and remedi under this Lease.

Lessee shall have the right to mortgage or otherwise encumber its leasehold interest in the premises. Any mortgage executed by Lessee covering the leased premises shall in no way affect Lessor's interest in and to said property, and the same shall at all times be junior, inferior and subordinate to the interest of Lessor.

25. CONDEMNATION PROVISION: It is understood and agreed that:

A. If at any time during the continuance of this Lease the legal title to the demised real estate or the improvements or buildings located thereon, or any portions thereof be taxed or appreciated or condemned by reason of eminent domain, there shall be such division of the proceeds and awards in such condemnation proceeds and such abatemer of rent and other adjustments made as shall be just and equitable under the circumstances; provided, however, that in the event of a partial condemnation of the demised premises, such as does not interfere with the full use thereof; as, for example, in case of condemnation of a few feet for sidewalk purposes or for street purposes, there shall be no abatement of rent. If Lessor and Lessee are unable to agree upon what division, annual abatement of rent or other adjustments are just and equitable within thirty (30) days after such award has been made, then the matters in dispute shall by appropriate proceedings be submitted to a court having jurisdiction of the subject matter of such controversy in Pinellas County, Florida, for its decision and determination of the matters in dispute. If the legal title to the entire premises be wholly taken by condemnation, the Lease shall be cancelled

B. Although the title to the buildings and improvements located upon the demised premises is held by Lessor, nevertheless, for the purpose of condemnation, the deprivation of Lessee of the use of such buildings and improvements shall be an item of damage in determining the portion of the condemnation award to which Lessee is entitled. In general, it is the intent of this paragraph that upon condemnation, the parties herein shall share their awards to the extent that their interests respectively are depreciated, damaged or destroyed by the exercise of the right of eminent domain.

C. Notwithstanding the above and foregoing provisions, in the event of condemnation or taking of the whole of the demised premises, the amount of the condemnation award due to Lessor shall, between Lessor and Lessee, in no event be less than the amount of the entire condemnation award (including the amount awarded to Lessor and Lessee), or the sum of $ 352,800.00 , whichever is the lesser. In the event that the condemnation award is in excess of $ 352,800.00 , then and in said event the sums awarded (whether to Lessor or Lessee) in excess of $ 352,800.00 shall belong to Lessee.

26. DEMOLITION: Although it is Lessee's duty under the terms hereof to keep and maintain the building and improvements on the demised premises in good repair, this shall not be construed as empowering Lessee to tear down and destroy any building or buildings hereafter on the demised premises, or any substantial part thereof, or to cause any items of major repair and reconstruction to be made unless and until Lessee:

A. Causes plans and specification for the new building or the new construction to be prepared by a duly licensed Architect and submitted to Lessor for its approval, together with the written consent between the contractor and Lessee, all in the same manner as reconstruction or repair would have been accomplished in accordance with paragraphs 5 and 8 hereof.

B. Furnish Lessor with a performance and payment bond with corporate surety satisfactory to Lessor in an amount equal to the cost of any demolition work to be performed upon the demised premises, plus the cost of any improvements to be constructed upon said premises, conditioned to complete the said demolition work and improvements free and clear of all liens and/or claims for labor and materials and conditioned further to fully indemnify and save harmless Lessor from all costs, damages and liabilities of every nature and character which may be suffered by Lessor by reason of the failure of Lessee to complete and fully pay for said demolition work and said improvements.

C. The work of reconstruction, repair, or replacement must have a value equal to the value of the building or buildings or the portion thereof then being demolished and replaced or repaired.

D. For the purpose of this section of the Lease, no work will be deemed demolition or major repairs so as to bring it within the terms of this section of the Lease unless it constitutes either the actual destruction of the building or a substantial part thereof, or unless it constitutes a remodeling which in substance requires the tearing down of a substantial part of the building. In general this section of the Lease is intended to apply wherever the work which Lessee proposes to be is of such a nature that the doing of the work necessitates a substantial improvement of the then existing building.

27. USE: The demised premises, and improvements now or hereafter situate thereon, shall be used by Lessee and its membership, comprised of the persons who are the owners of units in MAINLANDS OF TAMARAC BY THE GULF, UNIT NO. TWO, a Condominium, being established upon certain property adjacent to the demised premises, and to the guests, invitees and lessees of members of Lessee, all as may be prescribed in rules and regulations established by Lessee, or which may be contained in the DECLARATION OF CONDOMINIUM establishing MAINLANDS OF TAMARAC BY THE GULF, UNIT TWO, a Condominium.

28. LESSOR'S AND LESSEE'S COVENANTS AND AGREEMENTS IN FAVOR OF ANY FEDERAL SAVINGS AND LOAN ASSOCIATION OF PINELLAS COUNTY: To induce any Federal Savings and Loan Association of Pinellas County, herein called "Lender," to make individual mortgage loans on units in MAINLANDS OF TAMARAC BY THE GULF, UNIT NO. TWO, a Condominium, upon its being formally established by the recordation of DECLARATION OF CONDOMINIUM in the Public Records of Pinellas County, Florida, which said MAINLANDS OF TAMARAC BY THE GULF, UNIT NO. TWO a condominium, will be located upon property which is adjacent to the demised premises, Lessor and Lessee covenant and agree, as follows:

A. In the event that Lender shall now or hereafter make, in its ordinary course of business, any mortgage loans on individual units in MAINLANDS OF TAMARAC BY THE GULF, UNIT NO. TWO, a Condominium, for the purpose of financing the acquisition thereof, or for refinancing the same for the owner of any such units, and should there subsequently be a default in any such individual mortgage, whereupon the said Lender acquired any such unit by foreclosure or deed in lieu of foreclosure, then and in that event the rent due hereunder to Lessor (meaning the minimum rent and adjusted rent, but exclusive of costs of taxes, insurance and maintenance) shall be reduced while said Lender is the owner of any such unit, by a monthly sum equal to the amount arrived at when the total annual rent due under this Lease (meaning the minimum rental, plus the adjusted rental, if any) is multiplied by the percentag in which the Owner of such unit must share Common Expense in accordance with the DECLARATION OF CONDOMINIUM establishing MAINLANDS OF TAMARAC BY THE GULF, UNIT NO. TWO, a Condominium, divided by twelve (12.) This reduction in rent shall terminate upon the date that any such unit acquired by Lender is disposed of by it in any manner, or when any such unit is under lease to any person, firm or corporation.

B. Lessee agrees that whenever it is entitled to a reduction in rent by reason of said Lender having acquired any unit or units in MAINLANDS OF TAMARAC BY THE GULF, UNIT NO. TWO, a Condominium, that such reduction in rent shall be applied in direct reduction of the monthly assessment required to be collected from Lender as the owner of any unit or units, and that such reduction shall not be passed on generally to the Membership of the Lessee other than to said Lender.

By reason of the foregoing provisions, it is intended that Lender, while it is the owner and holder of any vacant unit or units in MAINLANDS OF TAMARAC BY THE GULF, UNIT NO. TWO, a Condominium, acquired as aforesaid, shall not be required to bear its proportionate share of the rental reserved under this Lease.

C. The special benefit reserved hereunder to Lender shall operate and inure to the benefit of any savings and loan association chartered under Laws of the United States of America doing business in the State of Florida, in the same manner as though such other savings and loan associations were also specifically named herein.

29. ADDITIONAL RENT BASED UPON INCREASE OR DECREASE IN THE COST OF LIVING INDEX: On the 1st day of January, 1973, and on the 1st day of January following the end of each fifth (5th) calendar year thereafter, during the term of this Lease, the minimum rent required hereunder, shall be adjusted, provided that the same would result in an increase of the minimum rent, so that the minimum rent paid hereunder from time to time shall have the equivalent purchasing power that the minimum rent hereunder has on the beginning date of the term of this Lease. For purposes of calculating additional rent due hereunder, if any, reference is made to the index number of retail commodity prices designated "Consumer Prices Index-All Items" (1956-59 equals 100) prepared by Bureau of Labor Statistics of the United States Department of Labor, and any publication by either said United States Department of Labor or the United States Department of Commerce in which such index numbers are published, hereinafter referred to as the "Index". Said Index numbers, as published, shall be admissible in evidence in any legal or judicial proceedings involving this Lease withour further proof of authenticity, and in the event that the U. S. Department of Labor or Department of Commerce ceased to prepare and publish such Index, the adjustment of rent thereafter shall be according to the most comparable commodity index as determined by agreement of Lessor and Lessee, and in the absence of such agreement then by arbitration in accordance with rules of the American Arbitration Association. In the event of any delay in establishing the additional rental, Lessee shall continue to pay the rental as established by the last price adjustment until such time as the new adjustment is determined, if any, at which time an accounting will be made retroactive to the beginning of the adjustment period in question.

On the dates herein prescribed at which the adjustment in rent is to be determined, the additional rent per annum shall be computed as being the difference between the products derived by (a) multiplying the Index as of December 31, 1967, representing the average index of retail commodity prices for the month of December, 1967, by the minimum rental of $35,280.00 specified herein; and (b) multiplying the index as of December 31, of the year prior to the date on which the adjustment is to be made hereunder, representing the average of retail commodity prices for the month of December of said last prior year, by the amount of minimum rental of $35,280.00 specified herein. The difference between said products, if the result of multiplication derived at by Item (b) above exceeds that of Item (a) above, shall represent the additional rent per annum to be paid to Lessor in addition to the minium rent of $ 35,280.00 , which additional rent shall be divided into twelve (12) equal monthly installments to be payable hereunder until the next period of adjustment, in the same manner as is the minimum rent payable hereunder during each lease year.

Notwithstanding the foregoing provisions, it is specifically agreed that the minimum rent specified hereunder of $ 35,280.00 per annum, for full calendar years, shall never be reduced by reason of any adjustment made as specified in this Paragraph 29, and adjustments in minimum rent due hereunder shall only be made if the same constitute an increase. However, if the determination made at the end of one perio requires an increase in minimum rent, and the same determination made at the end of another period would require a decrease, the decrease in said additional rent would be applicable so long as the minium rent is never reduced to a sum which is less than $ 35,280.00 per annum for any full calendar year during the term hereof.

30. PARCEL DEFINED: The term "parcel" as used herein shall mean "Unit" as defined in the Condominium Act, the same being Chapter 711, Florida Statutes, 1967.

31. RENTS, ETC. TO BE INCLUDED IN ASSESSMENTS BY LESSEE: Lessee, in the administration and operation of MAINLANDS OF TAMARAC BY THE GULF, UNIT NO. TWO, a Condominium, aforementioned herein, agrees with Lessor during the term of this Lease to include in the budget of MAINLANDS OF TAMARAC BY THE GULF, UNIT NO. TWO, a Condominium, each year an allocation of $10.00 per month per unit (or such larger amount as may be modified by the provisions of Paragraph 29 above) to cover rent due hereunder and cost of insurance, taxes and other expenses which Lessee has obligated itself to pay under this Lease, and such moneys shall therefore be included in the annual assessment levied against the owner or owners of units in the Condominium.

32. LESSOR'S LIEN ON CONDOMINIUM PARCEL: Lessor shall have a lien on each Condominium Parcel, as defined by Chapter 711, Florida Statutes, 1967, the same being the Condominium Act, in MAINLANDS OF TAMARC BY THE GULF, UNIT NO. TWO, a Condominium, for any unpaid portion of any assessment made by the Lessee for the purpose of permitting the Lessee to pay the rental and taxes on the property subject to this Lease. Said lien shall also secure reasonable attorneys' fees incurred by the Lessor incident to the collection of such unpaid portion or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Pinellas County, Florida, of a claim of lien stating the description of the Condominium Parcel, the name of the record owner, the amount due and date when due and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall include only the unpaid portion of assessments which are due and payable to the Lessor when the claim of lien is recorded. Upon full payment, the owner of the condominium parcel and the Lessee shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure, or obtain a Certificate of Title as a result of foreclosure, the recording of said deed in lieu of foreclosure or Certificate of Title shall operate to release a subordinate claim of lien. Such liens may be foreclosed by suit brought in the name of the Lessor in like manner as a foreclosure of a mortgage on real property. In addition to the lien above described the Lessor shall have a lien on each condominium parcel as defined by Chapter 711, Florida Statutes, 1967, the same being the Condominium Act, in the MAINLANDS OF TAMARAC BY THE GULF, UNIT NO. TWO, a Condominium, for all sums payable pursuant to the terms of this Lease; such liens to be allocated against each such condominium parcel in the manner that one is to 341 of any rental sums due will be allocated against any such condominium parcel. In any such foreclosure the owner of a condominium parcel shall be required to pay a reasonable rental for the condominium parcel, and the Lessor shall be entitled to the appointment of a receiver to collect the same. Suit to recover a money judgment for unpaid portion of assessments may be maintained without waiving the lien securing the same. As further security for the rental agreed to be paid by the Lessee to the Lessor in this Lease, the Lessee does hereby grant a lien upon all the common elements of the MAINLANDS OF TAMARC BY THE GULF, UNIT NO. TWO, a Condominium; such lien to be enforced in the same manner and under the provisions of the foregoing portions of this numbered paragraph.

33. GENDER: It is understood and agreed by and between the parties that the use herein of theplural shall include the singular, and use of the singular shall include the plural; the use of the masculine gender shall include all genders; the use of the neuter gender shall include all genders; the use of the word "Lessor" and "Lessee" shall include their heirs, representatives, successors and assigns.

34. COVENANTS TO BIND SUCCESSORS AND ASSIGNS: The covenants and agreements contained in this Lease shall be binding upon and shall inure to the benefit of the Lessor and its successors and assigns, and the Lessee and its successors and assigns, and all persons claiming by, through and under Lessor and Lessee, and the same shall be construed as covenants running with the Land during the term of this Lease.

35. ADDITIONAL LESSEES: The parties understand and agree that the premises leased herein are to serve additional condominium associations adjacent thereto, and the Lessee covenants and agrees that it will perform such acts and do such things as shall be lawfully required to permit peaceful possession of the same by other condominium associations and owners.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their proper officers duly authorized and their official seals to be hereto affixed the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

BEHRING WEST, INC.

BY _____
K. E. BEHRING, President

ATTEST:

ROBERT R. TRACHSEL, Secretary

"LESSOR"

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

BY _____
K. E. BEHRING, President

ATTEST:

ROBERT R. TRACHSEL, Secretary

"LESSEE"

STATE OF FLORIDA)
COUNTY OF Broward)

Personally appeared before me, the undersigned authority, K.E. BEHRING and ROBERT R. TRACHSEL, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary, respectively, of BEHRING WEST, INC., a Corporation, and severally acknowledged before me that they executed such instrument as such officers of said corporation and affixed the corporate seal of said corporation to said instrument by due and regular corporate authority as the free act and deed of said corporation.

WITNESS my hand and official seal at Fort Lauderdale, Florida this 4th day of April, 1969.

Darlene Coyle
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 1971
BONDED THROUGH FRED W. DIESTELHORST

STATE OF FLORIDA)
COUNTY OF Broward)

Personally appeared before me, the undersigned authority, K. E. BEHRING and ROBERT R. TRACHSEL, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary respectively of MAINLANDS OF TAMARAC BY THE GULF, UNIT NO. TWO ASSOCIATION, INC., a Corporation not for profit, and severally acknowledged before me that they executed such instrument as such officers of said corporation and affixed the corporate seal of said corporation to said instrument by due and regular corporate authority as the free act and deed of said Corporation.

WITNESS my hand and official seal at Fort Lauderdale, Fla this 4th day of April, 1969.

Darlene Coyle
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 15, 1971
BONDED THROUGH FRED W. DIESTELHORST