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DECLARATION OF CONDOMINIUM OWNERSHIP OF
FIVE TOWNS OF ST. PETERSBURG, NO. 304, INC.,
A CONDOMINIUM

This is a Declaration of Condominium made this 11th
day of February, A.D., 1974, by

METRO COMMUNITIES CORPORATION, (formerly GEL-MET DEVELOPMENT CORP.)

a corporation existing under the laws of the State of Florida,
hereinafter referred to as the "Developer", for itself and its
successors, grantees and assigns, to its grantees and assigns,
and their heirs, successors and assigns;

WITNESSETH:

WHEREAS, Developer is the owner of certain real prop-
erty; and

WHEREAS, Developer will erect on said real property a
multi-unit apartment building and related facilities; and

WHEREAS, Developer desires to submit said real property
and said apartment building with related facilities to condominium
ownership, all pursuant to Chapter 711, Florida Statutes, known
as the Condominium Act;

NOW, THEREFORE, the said
METRO COMMUNITIES CORPORATION
hereby makes the following declarations:

- 1. The following described property, hereinafter
referred to as a "Condominium property" is hereby submitted to
condominium ownership:

PER EXHIBIT "A" attached hereto and
made a part hereof.

THIS INSTRUMENT PREPARED BY AND TO BE RETURNED TO:
Cecil G. Parker, Attorney at Law
P.O. Box 12078, 335 Central Avenue
St. Petersburg, Florida 33733

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CLERK CIRCUIT COURT

CONDOMINIUM PLATS PERTAINING HERETO ARE RECORDED IN
CONDOMINIUM PLAT BOOK 17, PAGES 17, 18, & 19

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EXHIBIT "A"

Commencing at the South 1/4 corner of Section 36, Township 30 South, Range 15 East, also described as the Southwest corner of Government Lot 10 of said Section 36, run North 00°06'27" East, 50.00 feet; thence South 89°44'03" East, 1359.20 feet; thence North 00°06'27" East, 262.50 feet to the Point of Beginning. Thence continue North 00°06'27" East, 189.50 feet; thence South 89°53'33" East, 449.76 feet; thence South 00°40'59" West, 194.51 feet; thence North 89°53'33" West, 228.81 feet; thence North 00°06'27" East, 18.00 feet; thence North 89°53'33" West, 73.00 feet; thence South 00°06'27" West, 13.00 feet; thence North 89°53'33" West, 146.00 feet to the Point of Beginning.

Subject to such easements that may be noted for utilities and access which are dedicated for the use of METRO MANAGEMENT CO., INC., a Florida corporation, for such use as may be required, and the use of the telephone, power and gas companies as they may require.

EXHIBIT "A"

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(a) All improvements erected or installed on said land including one building containing seventy-five (75) units and related facilities.

2. The condominium is to be identified by the name FIVE TOWNS OF ST. PETERSBURG, NO. 304, INC., a Condominium.

3. DEFINITIONS: For all purposes in this Declaration and for all purposes in the Articles of Incorporation and By-Laws of FIVE TOWNS OF ST. PETERSBURG, NO. 304, INC., a Florida non-profit corporation, the following words shall have the definitions as hereinafter stated, to-wit:

(a) Condominium Unit - The unit being an apartment space, designated "condominium unit" on the plat, a copy of which is attached to and made a part hereof by reference marked Exhibit "B".

(b) Common Elements - Portion of the condominium property not included in the condominium unit.

(c) Condominium Parcel - The condominium unit, together with an undivided share in the common elements appurtenant thereto.

(d) Owner - That person or entity owning a condominium parcel.

(e) Member - An owner who is a member of FIVE TOWNS OF ST. PETERSBURG, NO. 304, INC., a Florida non-profit membership corporation, hereinafter referred to as the "Association".

(f) Voting Member - 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 single condominium parcel, the designation of whom shall be by statement filed with the Secretary of the Association, in writing, signed under oath, 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 parcels by a similar written, sworn statement filed with the Secretary.

4. IDENTIFICATION: The condominium units and all other improvements constructed on the condominium property are set forth in the plat attached as Exhibit "B". Each condominium unit is described in said plat in such a manner that there can be determined therefrom the identification, location, dimensions and size of each unit as well as the common elements appurtenant thereto.

5. CHANGES IN PLANS AND SPECIFICATIONS: The Developer is hereby authorized to make whatever changes it may deem necessary

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in the plans and specifications during the construction of improvements on said property.

6. DEVELOPER'S UNIT AND PRIVILEGES: The Developer is irrevocably empowered, notwithstanding anything herein to the contrary to sell, lease or rent units to any person approved by it. Said Developer shall have the right to transact on the condominium property any business necessary to consummate sale of units, including, but not limited to, the right to maintain models, have signs, employees in the office, use the common elements and to show units. A sales office, signs and all items pertaining to sales shall not be considered common elements and remain the property of the Developer. In the event there are unsold units, the Developer retains the right to be the owner thereof, under the same terms and conditions as other owners, save for this right to sell, rent or lease as contained in this paragraph.

7. COMMON ELEMENTS: Common elements as hereinabove defined shall include within its meaning, in addition to the items listed in the Florida Condominium Act, Section 6, of the following items:

(a) An exclusive easement for the use of the air space occupied by the condominium unit as it exists at any particular time and as the unit may lawfully be altered.

(b) An undivided share in the common surplus.

(c) Cross easements for ingress, egress, support, maintenance, repair, replacement and utilities.

(d) Easement or encroachments by the perimeter walls, ceilings and floors surrounding each condominium unit caused by the settlements or movements of the building or by minor inaccuracies in building or re-building which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.

8. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS: The undivided shares stated as percentages, in the common elements appurtenant to each of the condominium units are as follows:

PER EXHIBIT "G" attached hereto and made a part hereof.

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EXHIBIT "G"

<u>Unit</u>	<u>Percentage</u>	<u>Unit</u>	<u>Percentage</u>	<u>Unit</u>	<u>Percentage</u>
101	1.48%	301	1.48%	501	1.48%
102	1.48%	302	1.48%	502	1.48%
103	1.37%	303	1.37%	503	1.37%
104	1.26%	304	1.26%	504	1.26%
105	1.34%	305	1.34%	505	1.34%
106	1.34%	306	1.34%	506	1.34%
107	1.04%	307	1.04%	507	1.04%
108	1.04%	308	1.04%	508	1.04%
109	1.34%	309	1.34%	509	1.34%
110	1.34%	310	1.34%	510	1.34%
111	1.34%	311	1.34%	511	1.34%
112	1.26%	312	1.26%	512	1.26%
114	1.26%	314	1.26%	514	1.26%
115	1.48%	315	1.48%	515	1.48%
116	1.63%	316	1.63%	516	1.63%
201	1.48%	401	1.48%		
202	1.48%	402	1.48%		
203	1.37%	403	1.37%		
204	1.26%	404	1.26%		
205	1.34%	405	1.34%		
206	1.34%	406	1.34%		
207	1.04%	407	1.04%		
208	1.04%	408	1.04%		
209	1.34%	409	1.34%		
210	1.34%	410	1.34%		
211	1.34%	411	1.34%		
212	1.26%	412	1.26%		
214	1.26%	414	1.26%		
215	1.48%	415	1.48%		
216	1.63%	416	1.63%		

EXHIBIT "G"

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9. COMMON EXPENSES AND COMMON SURPLUS: Common expenses shall be shared in accordance with the undivided shares stated as percentages in Paragraph 8. It is understood that this shall include the expenses in connection with any assessments, insurance and all other expenditures for which the Association shall be responsible. However, with the exception of those expenditures contracted for in the certain Service and Maintenance Agreement with METRO MANAGEMENT CO., INC., a Florida Corporation, a copy of which is attached hereto and made a part hereof by reference marked Exhibit "C".

The common surplus shall be owned by unit owners in the shares provided in Paragraph 8 above.

10. GOVERNING BODY: The affairs of the condominium shall be conducted by a Corporation incorporated pursuant to the Florida Statutes governing Corporations not for profit. The name of the Corporation shall be FIVE TOWNS OF ST. PETERSBURG, NO. 304, INC., a Condominium, hereinafter called the "Association". The By-Laws of the Association are attached to and made a part hereof by reference marked Exhibit "D".

11. THE ASSOCIATION: The Developer and all persons hereafter owning condominium parcels (owners) whose interest is evidenced by the recordation of a proper instrument in the public records of Pinellas County, Florida, shall automatically be members of the Association and such membership shall automatically terminate when such persons have divested themselves of such interest.

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 seventy-five (75) 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 or it owns.

All of the affairs, policy, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association consisting of not less than five (5) members and not more than seven (7) voting members.

12. AMENDMENT OF DECLARATION: This Declaration may be amended by affirmative vote of three-fourths (3/4th) of the condominium parcels at a meeting duly called for such purpose pursuant to the By-Laws; provided, however, that no amendment shall be made which shall in any manner impair the security of an institutional lender having a mortgage or other lien against any condominium parcel, or any other record owners of liens thereon; nor shall any amendment in any manner impair the Service and Maintenance Agreement attached as Exhibit "C".

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13. TYPE OF OWNERSHIP: Ownership of each condominium parcel shall be by Warranty Deed from the Developer conveying fee simple title to each Condominium unit. There shall be included in each parcel, the undivided share in the common elements herein specified.

14. ASSESSMENTS, LIABILITY, MAINTENANCE, LIEN AND PRIORITY INTEREST, COLLECTION: Common expenses shall be assessed against each condominium parcel owned by the Association as provided in Paragraphs 8 and 9 above, including those expenses which may be incurred for services which have been contracted by the Association with the said METRO MANAGEMENT CO., INC., in accordance with the Service and Maintenance Agreement, aforesaid.

Every assessment, regular or special, made hereunder, and costs incurred in collecting same, including reasonable attorney's fees, shall be secured by a lien against the condominium parcel and all interest therein owned by the members against whom the assessment is made, and such lien shall arise in favor of the Association and shall come into effect upon recordation of this instrument and the lien for all such sums due hereafter shall date back to said date and shall be deemed to be prior to and superior to the creation of any homestead status for any condominium parcel and to any subsequent lien or encumbrance, except the lien referred to herein shall be subordinate and inferior to that of an institutional first mortgage.

Where the mortgagee of a first mortgage of record, or the purchaser or purchasers of a condominium parcel obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or by voluntary conveyance in lieu of such foreclosure, said mortgagee shall not be liable for the shares of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former owner of such condominium parcel which became due prior to acquisition of title by said mortgagee as a result of the foreclosure or voluntary conveyance in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of condominium parcels, including such acquiror, his successors and assigns.

15. Maintenance: The responsibility for the maintenance of the condominium unit and parcel as it may apply hereafter, with the exception of those responsibilities for maintenance as provided for by the Association in the hereafter attached Maintenance and Service Agreement, shall be as follows:

(a) BY THE ASSOCIATION: The Association shall maintain, repair, and replace at the Association's own expense:

(1) All portions of the units, except interior wall surfaces, contributing to the support of the building, which

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portions shall include, but not be limited to, the outside walls of the building and load bearing columns.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building or within the interior boundary walls, and all such facilities contained within an apartment unit which service part or parts of the condominium other than the unit within which it is contained.

(3) All incidental damage caused to an apartment by such work shall be promptly repaired at the expense of the Association.

(b) BY THE CONDOMINIUM PARCEL OWNER: The responsibility of the condominium parcel owner with the exception of those responsibilities for management as provided for by the Association in the aforesaid Service and Maintenance Agreement, shall be as follows:

(1) To maintain in good condition, repair and replace, at his expense, all portions of the unit, except those portions to be maintained, repaired and replaced by the Association, which shall include but not be limited to the following:

(aa) Repair of water leaks within unit.

(bb) Repair any and all gas defects within unit.

(cc) Repair any and all heating defects within the unit. In the event that such repairs are not made by the unit owner within fifteen (15) days after notice by the Service company or the Association, the service company or the Association shall have the right to enter the unit and make such repairs and assess the unit owner accordingly. Such shall be done without disturbing the rights of other unit owners.

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building.

(3) To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

(4) No condominium parcel owner shall make any alterations in the portions of the building which are to be maintained by the Association, or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement without first obtaining approval from the Board of Directors of the Association.

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16. ENFORCEMENT OF MAINTENANCE: In the event the owner of a unit fails to maintain it as required above, the Association or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvement within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provisions; however, any lender or owner in the event the Association fails to comply with the terms and conditions of this Declaration or its Articles of Incorporation and By-Laws may apply to a court of Competent jurisdiction for the appointment of a Receiver for the purpose of carrying out the terms and conditions required to be performed by the Association.

17. INSURANCE: The insurance, other than title insurance, including that provided for in the aforesaid Service and Maintenance Agreement, which shall be carried upon the condominium property and the property of the condominium parcel owners shall be governed by the following provisions:

(a) All insurance policies upon the condominium property shall be purchased by the Association, except the insurance coverage as is provided for in the Service and Maintenance Agreement marked Exhibit "C", for the benefit of the Association and the condominium parcel owners and their mortgagees, as their interests may appear, and provisions shall be made for the issuance of certificate of mortgagee endorsements to the mortgagees. The above insurance provision specifically does not include coverage of or on personal property, personal liability and/or living expenses of any condominium unit owner.

(b) COVERAGE:

(1) CASUALTY: All buildings and improvements upon the land and all personal property included in the condominium property, and other than personal property owned by condominium parcel owners, shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation cost. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time will be customarily covered with respect to buildings similar in construction, location and use as the building on said land, including, but not limited to, vandalism and malicious mischief.

(2) PUBLIC LIABILITY: In addition to the public liability coverage as is provided for by the Service and Maintenance Agreement as set forth in Exhibit "C", the Board of Directors of the Association shall have the right to contract for additional public liability insurance as they may deem necessary at the expense of the Association.

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(3) WORKMEN'S COMPENSATION: Workmen's Compensation to meet the requirements of law.

(c) Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the general expense account, except as is provided for in the Service and Maintenance Agreement marked Exhibit "C".

(d) All insurance policies purchased by the Association shall be for the benefit of the Association and the condominium parcel owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association. Proceeds on account of damages to common elements shall be held as property of the condominium parcel owners in accordance with the percentages herein specified.

(e) In the event a loss occurs to any improvement within any of the units alone, without any loss occurring to any of the improvements within the common elements, payment under the insurance policies shall be made to the condominium parcel owners owning such units and their mortgagees, if there be mortgages on said units, as their interests may appear, and it shall be the duty of those condominium parcel owners to effect the necessary repairs to the improvements within their respective units.

(f) In the event that loss occurs to improvements within units and the contiguous common elements, or to improvements within the common elements alone, payment under the insurance policies shall be made jointly to the Association and the holder of mortgages on the units, and the proceeds shall be expended or disbursed as follows:

(1) If the mortgagees agree, all payees shall endorse the insurance company's check to the Association and the Association will promptly contract the necessary repairs to the improvements within the common elements and within the damaged units. In the event the insurance proceeds should be sufficient to repair all of the damage within the units, but insufficient to repair all of the improvements within the common elements, the proceeds shall be applied first to completely repair the damages within the units and the balance of the funds shall be apportioned to repair improvements within the common elements, and the condominium parcel owners shall be subject to a special assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within the common elements.

(2) In the event all mortgagees do not agree to the endorsement of the proceeds as provided in Paragraph 17 (f) (1) above, all payees shall endorse the insurance company's check to the institutional first mortgagee owning and holding the oldest recorded mortgage encumbering any unit, which mortgagee shall hold the insurance proceeds in escrow and the escrow agent

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(should there be no such institutional first mortgage or none with legal capacity to perform such escrow, then the payee shall endorse the insurance check to the Association as escrow agent) shall disburse the funds as follows:

(aa) In the event any institutional first mortgagee demands application of insurance proceeds to the payment of its loan, the escrow agent shall distribute such proceeds jointly to the respective unit owners sustaining damages and their mortgagees, as their interest may appear in accordance with the damage sustained by each unit and in relation to the total damage claim and the amount of insurance funds available.

(bb) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the common property and within the units, and provided all institutional first mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose the improvements shall be completely repaired and restored. In this event, the Association shall negotiate and obtain a reputable contractor willing to do the work on a fixed price basis. The escrow agent shall disburse the insurance proceeds and other funds held in escrow in accordance with the progress payments contained in the construction contract between the Association and the Contractor, which contract shall be subject to the prior written approval of the escrow agent.

(cc) In the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction, but the insurance proceeds are not sufficient to repair and replace all of the improvements within the common elements and within the units, a membership meeting shall be held to determine whether or not to abandon the condominium project or to levy a uniform special assessment against each unit and the owners thereof as their interest appear, to obtain the necessary funds to repair and restore the improvements within the common elements and the units, provided that the insurance funds available be applied first to repair the units damaged and such assessment shall be for repairs to the common elements and the units. In the event the majority of the voting members vote in favor of the special assessment, the Association shall immediately levy such assessment and the funds received shall be delivered to the escrow agent and disbursed as provided above. In the event the majority of the voting members are opposed to the special assessment and 100% vote for abandonment of the condominium project, the insurance proceeds shall be disbursed in accordance with the percentages allocable to each unit as per Paragraphs 8 and 9 of this Declaration of Condominium, and the condominium project may be terminated as provided for in paragraph 21 hereinafter.

(g) If there has been loss or damage to the common elements and the insurance proceeds available are inadequate to repair and reconstruct same and all of the units, and if the majority of the voting members vote against levying the special assessment referred to above, and 100% vote to abandon the

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condominium project, same shall be abandoned subject to the provisions of Paragraph 21 hereinafter. As evidence of the Members' resolution to abandon, the President and Secretary of the Association shall effect and place in the public records of Pinellas County, Florida, an affidavit stating that such resolution was properly passed, to which a copy of the consent of the unit owners and holders of all liens shall be affixed.

(h) Under all circumstances, the Board of Directors of the Association hereby has the authority to act as the agent of all owners for the purpose of compromising or settling insurance claims for damage to improvements within units or common elements, subject to the approval of any mortgagees of the premises damaged.

18. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS:
In order to insure a community of congenial residents and thus protect the value of the units, the sale, leasing, rental and transfer of units by any owner other than Developer shall be subject to the following provisions:

(a) CONVEYANCES, SALES AND TRANSFERS: Prior to the sale, conveyance or transfer of any condominium parcel to any other person other than transferor's spouse, the owner shall notify the Board of Directors of the Association and METRO MANAGEMENT CO., INC., in writing, of the name and address of the person to whom the proposed sale, conveyance or transfer is to be made, and such other information as may be required by the Board of Directors of the Association and METRO MANAGEMENT CO., INC., within fifteen (15) days, the Board of Directors of the Association and METRO MANAGEMENT CO., INC., shall either approve or disapprove a proposed sale, transfer or conveyance, in writing, and shall notify the owner of their decision. In the event the Board of Directors of the Association or METRO MANAGEMENT CO., INC., fail to approve or disapprove a proposed sale within said fifteen (15) days, the failure to act as aforesaid shall be considered approval of the sale.

In the event the Board of Directors of the Association and METRO MANAGEMENT CO., INC. disapprove the proposed sale, conveyance or transfer, and a member shall still desire to consummate such sale, conveyance or transfer, he shall, thirty (30) days before such sale, conveyance or transfer, give written notice to the Secretary of the Association and METRO MANAGEMENT CO., INC., of his intention to sell, convey or transfer on a certain date, together with a copy of the contract setting forth the terms thereof and price; said price, however, shall not exceed the fair market value of said condominium unit. If a dispute arises as to the definition of fair market value, it shall be resolved as provided for hereinafter. The Association and METRO MANAGEMENT CO., INC., shall promptly notify the members

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of the Association of the date, price and terms. Any member of the Association or METRO MANAGEMENT CO., INC. shall have the right first over the prospective purchasers to accept such sale or transfer on the terms contained in the notice, provided that he shall so notify the Secretary of the Association or METRO MANAGEMENT CO., INC. in writing of the acceptance, at least fifteen (15) days before the date of the intended sale or transfer, and deposit with the Secretary of the Association or METRO MANAGEMENT CO., INC. ten (10%) percent of the purchase price as a good faith deposit, which information and notice of deposit the Association or METRO MANAGEMENT CO., INC. shall promptly forward to the owner. In the event no members of the Association or METRO MANAGEMENT CO., INC. accept first right of purchase as aforesaid, then the Association and/or METRO MANAGEMENT CO., INC. must either approve the transaction or furnish a purchaser approved by the Association and/or METRO MANAGEMENT CO., INC. who will accept the transaction upon the terms and conditions contained in the notice, provided the Association and/or METRO MANAGEMENT CO., INC. at least ten (10) days before the date of the intended sale or transfer notify the owner that a purchaser has been furnished and that said purchaser has deposited ten (10%) percent of the purchase price with the Association or METRO MANAGEMENT CO., INC. as a good faith deposit for the intended sale. In the event the member giving notice received acceptance from more than one member, it shall be discretionary with the member giving notice to consummate the sale or transfer with whichever of the accepting members he chooses.

In the event the member giving notice receives no written notice from any member of the Association or METRO MANAGEMENT CO., INC. accepting the price and terms of the proposed sale or transfer on or before ten (10) days before the date given in the notice as the date of sale or transfer, then that member may complete the sale or transfer on the day and at the price and the terms given in his notice, but on no other day or at no other price or terms without repeating the procedure outlined above. In the event the member makes a sale or transfer without first complying with the terms hereof, any other member or METRO MANAGEMENT CO., INC. shall have the right to redeem from the purchaser, according to the provisions hereof. The said redemption rights shall be exercised by reimbursing the purchaser for the monies expended as shown on the contract for purchase of a condominium unit, which shall not exceed the fair market value, and immediately after such reimbursement, said purchaser or transferee shall convey his right, title and interest to the member or METRO MANAGEMENT CO., INC. making the redemption.

An affidavit of the Secretary of the Association stating that the Board of Directors of the Association and METRO MANAGEMENT CO., INC. approved in all respects on a

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certain date, the sale or transfer of a condominium parcel to certain persons, shall be conclusive evidence of such fact, and from the date of approval as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

An affidavit of the Secretary of the Association stating that the Board of Directors of the Association and METRO MANAGEMENT CO., INC., were given proper notice on a certain date of a proposed sale or transfer and that the Board of Directors of the Association and METRO MANAGEMENT CO., INC., disapproved or failed to act on such proposed sale or transfer, and that thereafter, all the provisions hereof which constitute conditions precedent to a subsequent sale or transfer of a condominium parcel have been complied with and that the sale or transfer of a particular condominium parcel to a particularly named person does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of the persons' title to such condominium parcel sold or transferred. Such affidavit shall not be evidence of the fact that the subsequent sale or transfer to such persons was made at the price, terms and on the date stated in the notice given to the Secretary, but one hundred eighty (180) days after the date of the notice of the Board of Directors of the Association and METRO MANAGEMENT CO., INC., as stated in the affidavit, the redemption rights herein afforded the members of the Association and METRO MANAGEMENT CO., INC., shall terminate.

In case of the death of the owner of a condominium parcel the surviving spouse, if any, and if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy the said condominium parcel; and if such surviving spouse or other member or members of the decedent owner's family shall have succeeded to the ownership of the condominium parcel; the ownership thereof shall be transferred by legal process to such new owner. In the event said decedent shall have conveyed or bequeathed the ownership of this condominium parcel to some designated person or persons other than the surviving spouse or members of his family as aforesaid, or if some other person is designated by such decedent's legal representative to receive the ownership of the condominium parcel, or under the laws of descent and distribution of the State of Florida, the condominium parcel descends to some person or persons other than his surviving spouse or members of his family as aforesaid, the Board of Directors of the Association and METRO MANAGEMENT CO., INC. shall within thirty (30) days of proper evidence of rightful designation served upon the President or any other officers of the Association and METRO MANAGEMENT CO., INC., are placed on notice of said devisee of descendant, express their refusal or acceptance of the individual or individuals so designated as owner or owners of the condominium parcel. If the aforesaid Board of Directors of the Association and METRO MANAGEMENT CO., INC., shall consent, in writing, ownership of the condominium parcel may be transferred to the person or

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persons so designated, who shall thereupon become the owner of the Condominium parcel, subject to the provisions of this enabling Declaration and the By-Laws of the Association. If, however, the Board of the Association and/or METRO MANAGEMENT CO., INC., shall refuse to consent, then the members of the Association and METRO MANAGEMENT CO., INC., shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days to purchase, for cash, the said condominium at the then fair market value thereof.

In the event a dispute arises as to what should be considered fair market value of the condominium parcel as provided for herein, then the time requirements for approval or disapproval of a proposed sale and other notice requirements as set forth herein in this Paragraph 18 shall be abated until a final decision has been made by an Appraiser appointed by the Senior Judge of the Circuit Court in and for Pinellas County, Florida, upon ten (10) days notice of petition of any party in interest. The expense of appraisal shall be paid by the Seller or the legal representative of the Seller out of the Amount realized from the sale of such condominium parcel. In the event the then members of the Association and/or METRO MANAGEMENT CO., INC., do not exercise the privilege of purchasing said condominium parcel within such period and upon such terms, the person or persons so designated may then, and only in such event, take title to the condominium parcel or such person or persons or the legal representative of the Seller may sell the said condominium parcel, but the sale shall be subject in all other respects to the provisions of this enabling Declaration, and the By-Laws of the Association.

Wherein, in this Paragraph 18, reference is made to METRO MANAGEMENT CO., INC., when the Service and Maintenance Agreement, or any extension thereof, has expired, it will not be necessary to obtain the consent or approval of the said METRO MANAGEMENT CO., INC., in connection with any future conveyances, sales and transfers.

(b) RENTAL OR LEASE: A condominium parcel shall not be leased or rented without the prior written approval of the Association, and the terms and conditions of said Lease are subject to the approval of the Board of Directors of the Association and METRO MANAGEMENT CO., INC.. The Board of Directors shall have the right to require that a substantially uniform form of Lease be used.

In the event the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any obligation under this Declaration. Any such lease or rental shall terminate upon the conveyance of a member's membership and interest in a condominium parcel or upon the death of the Lessee.

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(c) CORPORATE PURCHASER: If the purchaser or Lessee is a corporation, the approval may be conditioned upon the approval by the Association of all occupants of the condominium parcel.

(d) TRANSFER: MORTGAGEE-DEVELOPER: Notwithstanding anything to the contrary herein, the provisions of this paragraph 18 shall not be applicable to transfer to mortgagees, whether in foreclosure or by judicial sale, or by a voluntary conveyance in lieu of foreclosure, whereby such mortgagee becomes an owner, nor to the Developer until after the Developer has initially conveyed or disposed of all interest in the property, nor to any sale or lease by such mortgagee.

(e) MORTGAGE: No parcel owner may mortgage his parcel or interest therein without the approval of the Association, except to a bank, life insurance company or federal savings and loan association. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

19. RESTRAINT UPON SEPARATION AND PARTITION: Any transfer of a condominium parcel must include all elements thereof as aforedescribed, and appurtenances thereto, whether or not specifically described, including, but not limited to, the condominium parcel owner's share in the common elements and his Association membership.

20. OBLIGATIONS OF MEMBERS: In addition to other obligations and duties heretofore set out in this Declaration every condominium parcel owner shall:

(a) Not use or permit the use of his unit for any purpose other than as a single family residence and maintain his unit in a clean and sanitary manner.

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

(c) Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the units and the common elements, which may be adopted in writing from time to time by the Board of Directors of the Association and to see that all persons using owner's property, by, through or under him, do likewise.

(d) Allow the Board of Directors or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements

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within the units or the common elements, or in the case of emergency threatening units or the common elements, or to determine compliance with these restrictions, reservations, covenants, conditions and easements and By-Laws of the Association.

(e) Show no sign, advertisement or notice of any type on the common elements or his unit and erect no exterior antennas and aerials, except as provided by uniform regulations promulgated by the Association, and there shall be no "for sale" sign in any form or size placed inside or outside the windows of the unit or attached to the curtains or venetian blinds or any other part of the condominium unit inside or outside.

(f) Not allow any children under fourteen (14) years of age to reside on the premises except as permitted by the regulations established by the Association; provided that visitation rights of children fourteen (14) years of age or under shall be permitted from time to time under the regulations established and promulgated by the Association.

(g) Not make or cause any structural alteration to and in the building, specifically including, but not limited to screening, or enclosure of private balconies and/or affixing outside shutters to windows, except storm windows, the design and make to be approved by the Association and/or removal of any additions or improvements or fixtures from the building, or do any act that will impair the structural soundness of the building. The Developer does hereby reserve the right to construct porch enclosures with windows for a period of 15 years from the date hereof, as an alteration or addition to each of the condominium units without the express or implied consent or approval of the Association provided, however, it is done by the consent of the condominium owners with reference to the condominium unit involved.

(h) Make no repairs to any plumbing or electrical wiring within a unit except by licensed plumbing or electricians authorized to do such work by the Board of Directors or the Association or its agent. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owners of the unit, whereas the Association or its agents shall pay for and be responsible for repairs and electrical wiring within the common elements.

(i) Parking shall be limited to passenger automobiles or passenger stationwagons in the parking space allotted. Washing of passenger automobiles and passenger stationwagons shall not be allowed on the premises.

(j) Not allow or permit to display laundry or clothing on the porches of the condominium units or anywhere within the said units which would be visible from the outside of the units.

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(k) Other than street apparel, bermuda shorts for both men and women shall be allowed while on or about the premises, provided that men are also attired in shirts and women are attired in blouses. No one shall be attired in a bathing suit on or about the premises unless they are wearing a beach robe, other than at the pool site.

(l) Not be permitted to mechanically make any adjustments whatsoever without first obtaining the permission of the Service and Maintenance Contractor, with reference to any of the equipment found in the meter room, boiler room or washer and drier room.

(m) Not mechanically adjust or repair the television antenna or amplifier.

(n) Not be permitted to water lawn, plants or the shrubbery.

(o) Not to permit or allow any dogs or cats to walk upon the outside premises of the condominium unless the same be within the confines of the walk areas as are provided and designated as a pet walking area or areas.

21. TERMINATION: The condominium may be terminated in the following manner:

(a) AGREEMENT: The termination of the condominium may be affected by unanimous agreement of the condominium parcel owners and mortgagees holding mortgages on said units, which agreement shall be evidenced by an instrument or instruments executed in the manner provided for conveyances of land. The termination shall become effective when such agreement has been recorded in the public records of Pinellas County, Florida.

(b) The Service and Maintenance Agreement attached as Exhibit "C" shall survive any termination of the condominium and shall continue to be an obligation of the parcel owners and shall continue to be a lien against the parcel owner's interest.

22. COVENANTS: All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every unit owner and claimant of the land or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Declaration.

23. INVALIDATION AND OPERATION: Invalidation of any portion of the Declaration or of any provision contained in a conveyance of a condominium parcel whether by judgment or court order or law shall in no wise affect any of the other provisions which shall remain in full force and effect.

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In the event any court should hereafter determine that any provision as originally drafted herein violated the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law and for such purpose measuring lives shall be those of the incorporators of the Association.

24. **INTERPRETATION:** Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to-wit, Chapter 711, Florida Statutes.

25. Simultaneously with the execution of the Declaration and the adoption of the By-Laws, the Association by and through its original Board of Directors and officers has entered into an agreement with METRO MANAGEMENT CO., INC.

entitled "Service and Maintenance Agreement". Amendment or revision of such Service and Maintenance Agreement shall not require the procedures for an amendment or change to the Declaration or to the By-Laws and may be accomplished by expression thereof executed by the Board of Directors of the Association and the management company with the formality required for deed and duly filed among the public records of Pinellas County, Florida. Each apartment owner, his heirs, successors and assigns, shall be bound by said Maintenance Agreement to the same extent and effect as if he had executed said Maintenance Agreement for the purposes herein expressed including, but not limited to: (a) adopting, ratifying, confirming, and consenting to the execution of said Maintenance Agreement by the Association; (b) covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by apartment owners in the cases provided therefor in said Service and Maintenance Agreement; (c) ratifying, confirming and approving each and every provision of said Service and Maintenance Agreement and acknowledging that all of the terms and provisions thereof are reasonable; and (d) agreeing that the persons acting as Directors and officers of the Association entering into such Agreement have not breached any of their duties or obligations to the Association. It is specifically recognized that some or all of the persons comprising the original Board of Directors and officers of the Association may have an interest in some or all of the stock of METRO MANAGEMENT CO., INC.

_____ , and that such circumstances shall not, and cannot, be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate the Service and Maintenance Agreement in whole or in part. The Service and Maintenance Agreement, each and every provision thereof and the acts of the Board of Directors and officers of the Association entering into such Agreement be and the same are hereby ratified, confirmed and adopted.

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MISCELLANEOUS COVENANTS

1. COVERED PARKING SPACES: The owner of each unit that has acquired or has been designated a parking space which is sheltered or covered in some manner shall be responsible for the insurance, maintenance and upkeep of said covered shelter.

2. AUTOMOBILE PARKING SPACE: Owner is given the right to use his parking space for automobile parking only; the parking space may from time to time be assigned by the Board of Directors of the Association to a unit, which assignment shall not be recorded among the public records. Any portion of the condominium property may be designated for parking spaces by the Board of Directors, which shall include, if necessary, the condominium property within the common elements which has been or is landscaped if the corporate sovereign having jurisdiction over said property requires, pursuant to zoning ordinances, additional parking area with reference to the number of units within the condominium complex; except that the Board of Directors of the Association shall not have the authority to designate or relocate a covered parking space or area which has been designated for use to an owner by the Developer without first obtaining the written consent of the owner to whom said parking space has been assigned. The Board of Directors may from time to time, should they determine there be a need, change the parking spaces assigned to the units provided that a unit always has a parking space. This provision is made in contemplation of the fact that from time to time one or more unit owners may be under a physical disability which would require the assignment of a parking space more convenient to his unit and to give the Association the power and flexibility to deal with such situation.

3. APPROVAL AND/OR CONSENT OF THE DEVELOPER AND/OR SERVICE AND MAINTENANCE CONTRACTOR: Whenever the Developer and/or Service and Maintenance Company's consent and approval is required herein, it shall be understood it shall only be for a period of fifteen (15) years from date hereof.

4. INSURANCE:
 - (a) Loss Less Than "Very Substantial": Where a loss or damage occurs to more than one unit, or to the common elements, or to any unit or units and the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the unit owners to repair, restore, and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":
 - (1) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.
 - (2) If the damage or loss is limited to the common

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elements, with no, or minimum, damage or loss to any individual units, and if such loss or damage to the common elements is less than \$3,000.00, the insurance proceeds shall be endorsed over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(3) If the damage or loss involves individual units encumbered by institutional first mortgages, as well as the common elements, or if the damage is limited to the common elements alone, but is in excess of \$3,000.00, the insurance proceeds shall be disbursed to the Association for the repair and restoration of the property upon the written direction and approval of the Association, and provided, however, that upon the request of an institutional first mortgagee, the written approval shall also be required of the institutional first mortgagee owning and holding the first mortgage encumbering a condominium unit, so long as it owns and holds any mortgage encumbering a condominium unit. At such time as the aforesaid institutional first mortgage is not the holder of a mortgage on a unit, then this right of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the condominium property. Should written approval be required, as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the insurance company. The insurance company may rely upon the certificate of the Association and the aforesaid institutional first mortgagee, if said institutional first mortgagee's written approval is required; as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanics' Liens to the Association, and execute any affidavit required by laws or by the Association, the aforesaid institutional first mortgagee.

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

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

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Association to the proceeds available for the repair and restoration of the property.

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

(b) "Very Substantial" Damage:

As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4) or more of the total unit space in the Condominium is rendered untenable, or loss or damage whereby seventy-five (75%) percent or more of the total amount of insurance coverage placed as per Paragraph 17 (a) hereinabove becomes payable. Should such "very substantial" damage occur, then:

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

(2) The provisions of paragraph 17 (a) hereinabove shall not be applicable to any institutional first mortgagee who shall have the right, if its mortgage so provides, to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Board of Directors shall ascertain as promptly as possible the net amount of insurance proceeds available to restoration and repair.

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

(aa) If the net insurance proceeds available for restoration and repair, together with the insurance proceeds paid over to the institutional first mortgagees, are sufficient to cover the cost thereof, so that no special assessment is

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required, then the condominium property shall be restored and repaired, unless one hundred (100%) percent of the total votes of the members of the condominium shall vote to abandon the condominium project, in which case the condominium property shall be removed from the provisions of the law, pursuant to the Condominium Act, Chapter 711.16, Florida Statutes.

(bb) If the net insurance proceeds available for restoration and repair, together with funds advanced by unit owners to replace insurance proceeds paid over to the institutional first mortgagees, are not sufficient to cover the cost thereof, so that a special assessment will be required, then if one hundred (100%) percent of the total votes of the members of the condominium vote against such special assessment and to abandon the condominium project, then it shall be so abandoned and the property removed from the provisions of the law pursuant to the Condominium Act, Chapter 711.16, Florida Statutes. In the event one hundred (100%) percent of the total votes of the members of the condominium vote in favor of the special assessment, the Association shall immediately levy such assessment, and thereupon the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions of Paragraph 4 (a) (3) (4) above. The special assessment fund shall be retained by the Association and added to the proceeds from insurance available for the repairs and restoration of the property. The proceeds shall be disbursed by the Association for the repairs and restoration of the above property as provided in Paragraphs 4 (a) (3) above. To the extent that any insurance proceeds are paid over to such mortgagee, and in the event it is determined not to abandon the condominium project and to vote a special assessment, the unit owner shall be obliged to replenish the funds so paid over to his mortgagee, and said unit owner and his unit shall be subject to special assessment for such sum.

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

IN WITNESS WHEREOF, METRO COMMUNITIES CORPORATION, a Florida corporation, has caused these presents to be signed in its name by Executive Vice President and its corporate seal affixed, attested to by Assistant Secretary, the day and year first above written.

Signed, sealed and delivered in the presence of:

Kurt T. Borowsky

Sigda B. Steinman

METRO COMMUNITIES CORPORATION

By: Kurt T. Borowsky, Executive Vice President

Attest: R. L. Chambers, Assistant Secretary

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For good and valuable considerations, the receipt whereof is hereby acknowledged, FIVE TOWNS OF ST. PETERSBURG, NO. 304, INC., a Florida non-profit membership corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of the Declaration.

IN WITNESS WHEREOF, FIVE TOWNS OF ST. PETERSBURG, NO. 304, INC. has caused these presents to be signed in its name by the President and its Corporate Seal to be affixed and attested to by its Secretary the day and year first above written.

Signed, Sealed and Delivered in the Presence of

[Signature]
Linda B. Dorritson

FIVE TOWNS OF ST. PETERSBURG, NO. 304, INC.

By [Signature]
Herman Keller, President

ATTEST: [Signature]
Ruth Luter, Secretary

STATE OF FLORIDA :
COUNTY OF PINELLAS :

I HEREBY CERTIFY that on this 11th day of February A.D., 1974, before me personally appeared Kurt T. Borowsky and R. L. Chambers, as Executive Vice President and Assistant Secretary, respectively, of METRO COMMUNITIES CORPORATION, (formerly GEL-MET DEVELOPMENT CORP.).

a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument and severally acknowledged execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at St. Petersburg, County of Pinellas and State of Florida, the day and year last aforesaid.

[Signature]
Notary Public


Notary Public, State of Florida at Large
My Commission Expires April 5, 1975

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STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY, That on the 11th day of February
A. D. 1974, before me personally appeared HERMAN GELLER and RUTH
LUTER, President and Secretary,
respectively of FIVE TOWNS OF ST. PETERSBURG, NO. 304, INC.
a non-profit corporation under the laws of the State of Florida,
to me known to be the persons described in and who executed the
foregoing instrument, and severally acknowledged the execution
thereof to be their free act and deed as such officers, for the
uses and purposes therein mentioned, and that they affixed thereto
the official seal of said corporation, and the said instrument is
the act and deed of said corporation.

WITNESS my signature and official seal at St. Petersburg,
in the County of Pinellas and State of Florida, the day and year
last aforesaid.


Notary Public
Notary Public, State of Florida, License No. 1171011
My Commission Expires April 5, 1975

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JOINDER OF MORTGAGEE

ST. PETERSBURG FEDERAL SAVINGS AND LOAN ASSOCIATION, herein called "Mortgagee", the holder and owner of a mortgage encumbering the property described in Exhibit "A" attached, which mortgage is dated February 22, 1973, and recorded in O.R. Book 3996 at Page 1203, Public Records of Pinellas County, Florida, to the extent that it may be required to do so under the Laws of the State of Florida, joins in the making of this foregoing Declaration of Condominium, and the mortgagee agrees that the lien of said mortgage shall hereafter be upon each and every parcel and common elements pertaining thereto set forth and referred to in said Declaration.

Signed, Sealed and Delivered
in the Presence of

ST. PETERSBURG FEDERAL SAVINGS
AND LOAN ASSOCIATION

By Jean W. Giles

Its Senior Vice President - Lending

Attest:

Its

Emily S. Duscher
Sherry B. Fides

STATE OF FLORIDA :
COUNTY OF PINELLAS :

BEFORE ME, the undersigned authority, personally appeared Jean W. Giles and Emily S. Duscher, as Senior Vice President - Lending and respectively of

ST. PETERSBURG FEDERAL SAVINGS AND LOAN ASSOCIATION who acknowledged before me that she, as officers of said corporation, executed this Joinder and affixed the seal of the corporation and that the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at said County and State, this 18 day of February, 1974.

Emily S. Duscher
Notary Public

Notary Public, State of Florida at Large
My Commission Expires SEPT. 21, 1975

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A F F I D A V I T

STATE OF FLORIDA)
COUNTY OF PINELLAS)

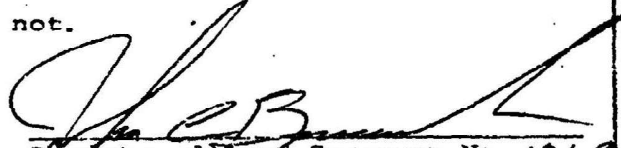
I HEREBY CERTIFY, That on this day personally appeared before me, the undersigned authority, JOHN C. BRENDLA of JOHN C. BRENDLA AND ASSOCIATES, who, after being duly sworn as required by law, deposes and says:

1. That the plat of FIVE TOWNS OF ST. PETERSBURG, NO. 304, a condominium, is as attached to and made a part of that certain Declaration of Condominium as Exhibit "B", to which this Affidavit is attached, and is a true and correct representation of the improvements therein described, and that there can be determined therefrom the identification, location, dimensions and size of the common elements and of each unit.

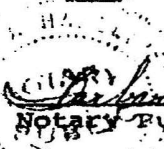
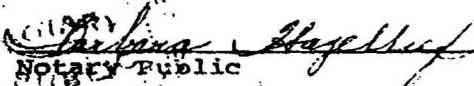
2. That from said survey and other documents recorded in said Declaration of Condominium of FIVE TOWNS OF ST. PETERSBURG, NO. 304, INC., can be determined the location of each unit within the improvements as situated on the land.

3. That this Affidavit is given for compliance with Section 711.08 (e) Florida Statutes, and is and shall be made a part of the aforesaid Declaration of Condominium of FIVE TOWNS OF ST. PETERSBURG NO. 304, INC., a condominium.

4. Further Affiant said not.


Registered Land Surveyor No. 1249
Registered Engineer No. 8192

Sworn to and Subscribed before me this 1st day of January, 1974.

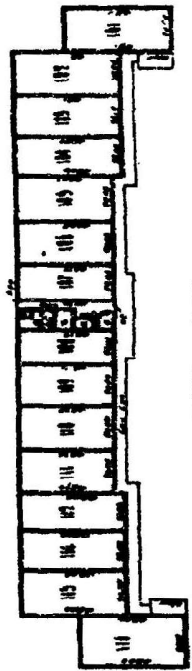
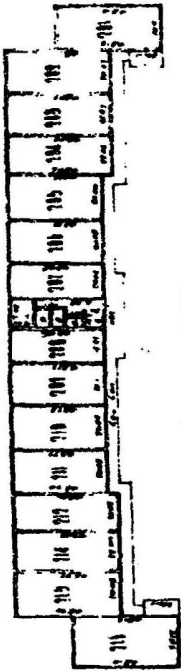
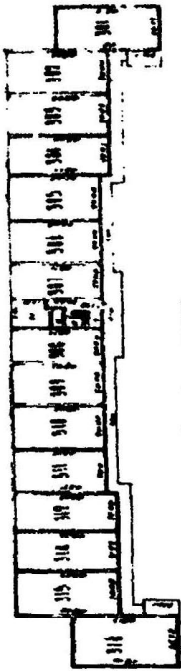


Notary Public

My Commission Expires:
Notary Public, State of Florida at Large.
My Commission Expires April 16, 1976.

Law Offices
Parker, Ballylin, Parker, Hess and Stokka
3825 Central Avenue
St. Petersburg, Florida 33718
Tel. Office 336-12078
Home 336-22222

FIVE TOWNS OF ST. PETERSBURG · N° 304

A CONDOMINIUM



NOTE
 1. Storage
 2. Bath Room
 3. Kitchen
 4. Living Room
 5. Dining Room
 6. Bed Room
 7. Terrace
 8. Balcony

Ceiling Elev. 10' 0"
Slab Elev. 10' 0"
Slab Elev. 10' 0"
Slab Elev. 10' 0"
Slab Elev. 10' 0"
Slab Elev. 10' 0"
Slab Elev. 10' 0"
Slab Elev. 10' 0"
Slab Elev. 10' 0"
Slab Elev. 10' 0"
Slab Elev. 10' 0"
Slab Elev. 10' 0"

TYPICAL ELEVATION

Scale 1/8" = 1'-0"



Approved By
JOHN C. BOENDEL ASSOCIATES
 CONSULTING ENGINEERS AND ARCHITECTS
 405 SOUTH STREET SOUTH · ST. PETERSBURG, FLA.

