

**THE MAINLANDS OF  
TAMARAC BY THE GULF  
UNIT SEVEN**

**A CONDOMINIUM**

**DOCUMENTS**

PREPARED BY AND RETURN TO:  
Cianfrone, Nikoloff, Grant & Greenberg, P.A.  
1964 Bayshore Boulevard, Suite A  
Dunedin, FL 34698

**CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF  
THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN, A CONDOMINIUM**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on February 12, 2019, by the affirmative vote of at least two-thirds (2/3) of the total vote of the voting members of the Association, the Declaration of Condominium of The Mainlands of Tamarac by the Gulf Unit Seven, a Condominium, as originally recorded in O.R. Book 5886, Page 945, et seq., in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

The Declaration of Condominium of The Mainlands of Tamarac by the Gulf Unit Seven, a Condominium, is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Condominium of The Mainlands of Tamarac by the Gulf Unit Seven, a Condominium."

IN WITNESS WHEREOF, Mainlands Unit Seven Condominium Association, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this day of April, 18, 2019.

MAINLANDS UNIT SEVEN CONDOMINIUM  
ASSOCIATION, INC.

(Corporate Seal)

By: Richard D. Hall  
Richard Hall, as President

ATTEST:

Rosalyn Stinger  
Rosalyn Stinger as Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 18 day of April, 2019, by Richard Hall as President, and Rosalyn Stinger as Secretary of MAINLANDS UNIT SEVEN CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

My Commission Expires:



AMY L. CARSON  
MY COMMISSION # FF 224661  
EXPIRES: August 26, 2019  
Bonded Thru Budget Notary Services

Amy L. Carson  
Notary Public  
State of Florida at Large

**The Plat for this Condominium is recorded at Condominium Plat Book 80, Pages 74 and 75,  
Public Records of Pinellas County, Florida.**

**SCHEDULE OF AMENDMENTS  
TO  
DECLARATION OF CONDOMINIUM  
OF  
THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN, A CONDOMINIUM**

**ADDITIONS INDICATED BY UNDERLINE  
DELETIONS INDICATED BY ~~STRIKE THROUGH~~  
OMISSIONS INDICATED BY ELLIPSIS...**

1. The Preamble of the Declaration shall be amended to adding a paragraph to read as follows:

WHEREAS, this Declaration is subject to Florida Statute Chapter 718, as amended from time to time.

2. Article XII, Assessments, Section D, Institutional Liens, of the Declaration shall be amended to read as follows:

D. Institutional Liens. Where an Institutional Mortgagee of a first mortgage of record or other purchaser of a Condominium unit obtains title to a condominium parcel as a result of a foreclosure by the Institutional Mortgagee of its first mortgage or when an Institutional Mortgagee of record accepts a deed to said Condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall ~~not~~ be liable, during its ownership, for the share of common expenses or assessments by the Management Firm or Association pertaining to such Condominium parcel, or chargeable to the former unit owner of such parcel, which became due prior to the foreclosure of said mortgage, but only to the extent as provided in Section 718.116, Florida Statute, as same may be amended from time to time. ~~Such unpaid share of common expenses or assessments shall be deemed to be a common expense of the Condominium, collectable from all of the unit owners, including such acquirer, his successors and assigns.~~

PREPARED BY AND RETURN TO:  
Cianfrone, Nikoloff, Grant & Greenberg, P.A.  
1964 Bayshore Boulevard, Suite A  
Dunedin, FL 34698

**CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF  
THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN, A CONDOMINIUM**

**NOTICE IS HEREBY GIVEN** that at a duly called meeting of the members on November 11, 2019, by the affirmative vote of at least two-thirds (2/3) of the total vote of the voting members of the Association, the Declaration of Condominium of The Mainlands of Tamarac by the Gulf Unit Seven, a Condominium, as originally recorded in O.R. Book 5886, Page 945, et seq., in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

The Declaration of Condominium of The Mainlands of Tamarac by the Gulf Unit Seven, a Condominium, is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Condominium of The Mainlands of Tamarac by the Gulf Unit Seven, a Condominium."

**IN WITNESS WHEREOF**, Mainlands Unit Seven Condominium Association, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this day of NOVEMBER 26, 2019.

MAINLANDS UNIT SEVEN CONDOMINIUM  
ASSOCIATION, INC.

By: Richard D. Hall, as President

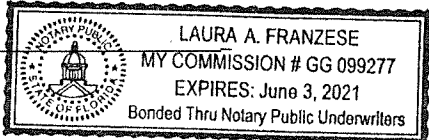
(Corporate Seal)  
ATTEST: Rosalyn Sliger, as Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 26<sup>TH</sup> day of NOVEMBER, 2019, by RICHARD D. HALL, as President, and Rosalyn Sliger, as Secretary of MAINLANDS UNIT SEVEN CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

My Commission Expires:

Laura Franze  
Notary Public  
State of Florida at Large



**The Plat for this Condominium is recorded at Condominium Plat Book 80, Pages 74 and 75, Public Records of Pinellas County, Florida.**



**SCHEDULE OF AMENDMENTS  
TO  
DECLARATION OF CONDOMINIUM  
OF  
THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN, A CONDOMINIUM**

**ADDITIONS INDICATED BY UNDERLINE  
DELETIONS INDICATED BY ~~STRIKE THROUGH~~  
OMISSIONS INDICATED BY ELLIPSIS....**

1. Article XIII, Sale, Rental or other Alienation of Mortgaging of Condominium Units, Section , Section A. Sale or Other General Alienation of Units, of the Declaration shall be amended by adding a new Paragraph 10, Occupancy and Guest Approval, to read as follows:

10. Occupancy and Guest Approval. Units may be occupied for single-family residential use only. For the purpose of this Section, "single-family residential use" shall mean occupancy by a single housekeeping unit composed of one (1) person; two (2) people no matter how related; or three (3) or more persons, all of whom are related to each other by blood, marriage, legal adoption, or acting as guardian, legal custodian, or legal designee, of a parent of a minor child residing within the unit, it being the intention of this provision to prohibit occupancy of a Dwelling by three (3) or more unrelated adults while clarifying that nothing herein shall be applied or construed to permit discrimination based upon familial status, handicap, or other protected classifications under Fair Housing laws. All prospective residents of Mainlands Unit Seven Condominium Association, Inc., whether owners, lessees, guests, or other persons, with or without the presence of the owner in the Unit, must submit an application for residency to the Board of Directors of the Association.

The owner shall, no less than thirty (30) days in advance of the proposed occupancy of a unit, notify the Board of Directors, in writing and shall provide all such information as the Board may reasonably require. The Association may charge an application fee up to the highest amount allowed by law as established by the Board of Directors from time to time, and may conduct a criminal background check, but shall not be obligated to do so. In connection with running a criminal background check, the Association shall be entitled to any information necessary for same. Applicants may be interviewed by a committee appointed by the Board of Directors prior to occupancy. The Board of Directors shall have the authority to adopt or amend criteria, policies and procedures for reviewing proposed occupancy and residency applications from time to time.

PREPARED BY AND RETURN TO:  
Cianfrone, Nikoloff, Grant & Greenberg, P.A.  
1964 Bayshore Boulevard, Suite A  
Dunedin, FL 34698

KEN BURKE, CLERK OF COURT  
AND COMPTROLLER PINELLAS COUNTY, FL  
INST# 2016368139 12/06/2016 at 09:56 AM  
OFF REC BK: 19436 PG: 1037-1039  
DocType:CONDO RECORDING: \$27.00

**CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF**

**THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN, A CONDOMINIUM**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on November 14, 2016, by the affirmative vote of at least two-thirds (2/3) of the total vote of the voting members of the Association, the Declaration of Condominium of The Mainlands of Tamarac by the Gulf Unit Seven, a Condominium, as originally recorded in O.R. Book 5886, Page 945, et seq., in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

The Declaration of Condominium of The Mainlands of Tamarac by the Gulf Unit Seven, a Condominium, is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Condominium of The Mainlands of Tamarac by the Gulf Unit Seven, a Condominium."

IN WITNESS WHEREOF, Mainlands Unit Seven Condominium Association, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this day of NOVEMBER 25, 2016.

MAINLANDS UNIT SEVEN CONDOMINIUM  
ASSOCIATION, INC.

(Corporate Seal)

By: Richard D. Hall  
RICHARD D. HALL, as President

ATTEST:

Phyllis J. Clark  
Phyllis J Clark, as Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 25 day of NOVEMBER, 2016, by RICHARD D. HALL, as President, and Phyllis J Clark, as Secretary of MAINLANDS UNIT SEVEN CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

My Commission Expires:



AMY L. CARSON  
MY COMMISSION # FF 224661  
EXPIRES: August 26, 2019  
Bonded Thru Budget Notary Services

Amy L. Carson  
Notary Public  
State of Florida at Large

The Plat for this Condominium is recorded at Condominium Plat Book 80, Pages 74 and 75, Public Records of Pinellas County, Florida.

**SCHEDULE OF AMENDMENTS  
TO  
DECLARATION OF CONDOMINIUM  
OF  
THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN, A CONDOMINIUM**

**ADDITIONS INDICATED BY UNDERLINE  
DELETIONS INDICATED BY ~~STRIKE THROUGH~~  
OMISSIONS INDICATED BY ELLIPSIS....**

1. The Second Paragraph of Article XI, MAINTENANCE, ALTERATION AND IMPROVEMENT, Section A, GENERALLY, Subsection 1, By The Association, Sub-paragraph (e), Exterior Maintenance of Buildings, of the Declaration of Condominium is amended to read as follows:

(e) ...

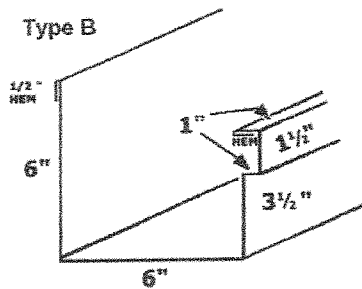
The unit owners may, after receipt of written approval from the Association, install custom gutters on the exterior of the villa. Gutters may also be installed on the frame of an awning or on a villa. Gutters on the villas shall be 7-inch gutters; gutters attached to the frame of an awning shall be 4-inch gutters. The gutters shall ~~will~~ be constructed in accordance with the specifications attached hereto, subject to revision or updating of the specifications from time to time by the Board of Directors. ~~Such gutters shall be attached only to the exterior of the villa and not attached to any awnings.~~ In accordance with subparagraph 1(f) of this same section, in the event an owner receives Association approval and installs custom gutters, such owner, his successors and assigns, shall be liable to the Association for any additional maintenance expenses which may result from such alteration or addition, as part of the assessment against the unit. The installation of custom gutters in accordance with this provision shall not need further approval of the unit owners as a material alteration or addition to the Condominium Properties.

# Mainlands 7 Condominium Association

## Gutter Specifications

### Custom Box Type Gutter .032" Aluminum

The finished gauge of the Aluminum is to be .032, +/- .002 inches and is to be styled as shown below and be white in color. The gutter sections to be lap spliced and sealed.



#### Gutter Brackets

At the house side, a hole will be drilled through the eave edge metal vertical face high enough to reach 1"x2" sub wood fascia. The hole will be sized large enough to set a #12x1 1/2" stainless steel screw with neoprene washer through the opening. At the outer edge of the gutter, the bracket will be under the gutter lip and be fastened with one #44 white aluminum pop rivet. End caps are to use the same material as the gutter.

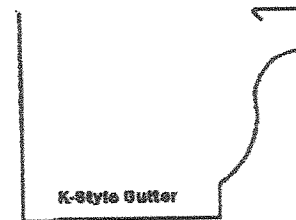
#### Downspouts

Downspouts are to be 4"x 5" in size. Straps are to be secured to the wall using hollow wall fasteners. All holes are to be sealed with caulk that is one-part urethane type.

**\*No attachments or modifications may be made to the gutters that would cause the front of the gutter to be higher than the back of the gutter.**

### K style .032" Aluminum

The finished gauge of the Aluminum is to be .032, +/- .002 inches and is to be styled as shown below and be white in color.



#### Hangers

The hangers used are to be Aluminum with a thickness of .050 +/- .002 inches and is to be styled as shown below. Hangers are to be installed approximately every two and a half feet in distance.



#### Downspouts

7" gutters are to have downspouts of 4"x 5" in size. 4" gutters are to have downspouts of 2"x 3" in size. Straps are to be secured to the wall using hollow wall fasteners. All holes are to be sealed with caulk that is one-part urethane type.

**\* No attachments or modifications may be made to the gutters that would cause the front of the gutter to be higher than the back of the gutter.**

PREPARED BY AND RETURN TO:  
JOSEPH R. CIANFRONE, P.A.  
1964 BAYSHORE BOULEVARD  
DUNEDIN, FL 34698

**CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF  
THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN,  
A CONDOMINIUM**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on \_\_\_\_\_, 2013, by the affirmative vote of two-thirds (2/3) of the total vote of the Voting Members of the Association, the Declaration of Condominium of The Mainlands of Tamarac by the Gulf Unit Seven, A Condominium, as originally recorded in O.R. Book 5886, Page 945, et seq., in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

The Declaration of Condominium of The Mainlands of Tamarac by the Gulf Unit Seven, A Condominium is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Condominium of The Mainlands of Tamarac by the Gulf Unit Seven, A Condominium."

IN WITNESS WHEREOF, MAINLANDS UNIT SEVEN CONDOMINIUM ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 6 day of March, 2015.

MAINLANDS UNIT SEVEN CONDOMINIUM  
ASSOCIATION, INC.

(Corporate Seal)

By: Judith M Bartlett  
President

ATTEST:

Phyllis Clark  
Secretary

**THE PLAT PLANS OF THIS ARE RECORDED IN CONDOMINIUM PLAT  
BOOK 80, AT PAGES 74 THROUGH 75, INCLUSIVE, PUBLIC RECORDS OF  
PINELLAS COUNTY, FLORIDA.**

STATE OF FLORIDA  
COUNTY OF PINELLAS

On this 6<sup>th</sup> day of March, 2015, personally appeared before me Judith M Bartlett, President, and Phyllis Clark, Secretary of Mainlands Unit Seven Condominium Association, Inc. and acknowledged the execution of this instrument for the purposes herein expressed.

Amy L Carson  
NOTARY PUBLIC  
My Commission Expires:

\\cserver\jrcserver3\WPDocsfiles3\Amends\Mainlands7-DecAmend-OccupancyLimit0813.doc



AMY L. CARSON  
MY COMMISSION # EE 125047  
EXPIRES: August 26, 2015  
Bonded Thru Budget Notary Services

**SCHEDULE OF AMENDMENTS  
TO  
DECLARATION OF CONDOMINIUM  
OF  
THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN,  
A CONDOMINIUM**

**ADDITIONS INDICATED BY UNDERLINE  
DELETIONS INDICATED BY ~~STRIKE THROUGH~~  
OMISSIONS INDICATED BY ELLIPSIS....**

Article XVI, USE RESTRICTIONS, Section A, GENERALLY, Paragraph 1, Single Family Residence of the Declaration shall be amended to read as follows:

1. Single Family Residence. The Condominium Property shall be used only for single family residences, and for the enjoyment of such residents. For the purpose of this Section, "single family residence" shall mean occupancy by a single housekeeping unit composed of one (1) person; two (2) people no matter how related; or three (3) or more persons, two (2) of whom are related to each other by blood, marriage, legal adoption, or acting as guardian, legal custodian, or legal designee, of a parent of the minor child residing within the Unit, it being the intention of this provision to prohibit occupancy of a Unit by three (3) or more unrelated adults while clarifying that nothing herein shall be applied or construed to permit discrimination based upon familial status, handicap, or other protected classifications under Fair Housing Laws. In no event shall occupancy exceed two (2) persons per bedroom. Each of the units for which this provision is made ~~by this Declaration~~ shall be occupied only by a single family as its residence and for no other purpose. No accessory building shall be placed upon the Condominium Property without the prior written consent of the Association.

**EXHIBIT "A"**

**CIANFRONE, NIKOLOFF, GRANT  
GREENBERG & SINCLAIR, P.A.**  
ATTORNEYS AT LAW

Joseph R. Cianfrone, Esq.  
Stephan C. Nikoloff, Esq.\*  
Tiffany A. Grant, Esq.  
Daniel J. Greenberg, Esq.  
Jennifer M. Sinclair, Esq.

\*also admitted in PA

Neil. E. Polster, Esq.  
Of Counsel

1964 Bayshore Blvd., Suite A  
Dunedin, Florida 34698  
(727) 738-1100  
Fax (727) 733-0042  
[www.attorneyjoe.com](http://www.attorneyjoe.com)  
[law@attorneyjoe.com](mailto:law@attorneyjoe.com)  
[Tiffany@attorneyjoe.com](mailto:Tiffany@attorneyjoe.com)

April 7, 2015

**VIA REGULAR MAIL**

Board of Directors  
Mainlands Unit Seven Condominium Association, Inc.  
c/o Progressive Management  
4151 Woodlands Parkway  
Palm Harbor, Florida 34685

**Re: Recorded Certificate of Amendment to Declaration of Condominium of The  
Mainlands of Tamarac by the Gulf Unit Seven, a Condominium**

Dear Board Members:

Enclosed please find the Certificate of Amendment to Declaration of Condominium of The Mainlands of Tamarac by the Gulf Unit Seven, a Condominium as recently recorded in the Public Records of Pinellas County.

Please distribute a copy of the recorded document to the owners within The Mainlands – Unit Seven and place the original in the Association’s official records.

If you have any questions, please do not hesitate to call.

Sincerely,



Tiffany A. Grant, Esq.

TAG:cml  
Enclosure

PREPARED BY AND RETURN TO:  
JOSEPH R. CIANFRONE, P.A.  
1964 BAYSHORE BOULEVARD  
DUNEDIN, FL 34698

KEN BURKE, CLERK OF COURT  
PINELLAS COUNTY FLORIDA  
INST# 2008013152 01/14/2008 at 11:11 AM  
OFF REC BK: 16117 PG: 2078-2080  
DocType:CTF RECORDING: \$27.00

**CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF  
THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN, A CONDOMINIUM**

**NOTICE IS HEREBY GIVEN** that at a duly called meeting of the members on November 19, 2007, by the affirmative vote of two-thirds (2/3) of the total vote of the Voting Members of the Association, the Declaration of Condominium of The Mainlands of Tamarac by the Gulf Unit Seven, A Condominium, as originally recorded in O.R. Book 5886, Page 945, et seq., in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

The Declaration of Condominium of The Mainlands of Tamarac by the Gulf Unit Seven, A Condominium is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Condominium of The Mainlands of Tamarac by the Gulf Unit Seven, A Condominium."

**IN WITNESS WHEREOF**, MAINLANDS UNIT SEVEN CONDOMINIUM ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 21<sup>st</sup> day of December, 2007.

MAINLANDS UNIT SEVEN CONDOMINIUM  
ASSOCIATION, INC.

(Corporate Seal)

ATTEST:

*Parvathy B. Akumar*  
Secretary

By: *Chal M. Feclibo*  
President

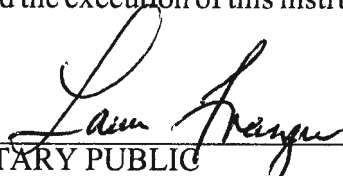
**THE PLOT PLANS OF THIS ARE RECORDED IN CONDOMINIUM PLAT  
BOOK 80, AT PAGES 74 THROUGH 75, INCLUSIVE, PUBLIC RECORDS  
OF PINELLAS COUNTY, FLORIDA.**

STATE OF FLORIDA



COUNTY OF PINELLAS

On this 21<sup>st</sup> day of December, 2007, personally appeared before me Christy Fecko, President, and Dorothy Nesner Secretary of Mainlands Unit Seven Condominium Association, Inc. and acknowledged the execution of this instrument for the purposes herein expressed.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:



**SCHEDULE OF AMENDMENTS  
TO  
DECLARATION OF CONDOMINIUM  
OF  
THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN, A CONDOMINIUM**

**ADDITIONS INDICATED BY UNDERLINE  
DELETIONS INDICATED BY ~~STRIKE THROUGH~~  
OMISSIONS INDICATED BY ELLIPSIS....**

Article XII, ASSESSMENTS, of the Declaration of Condominium, shall be amended by adding an entirely new paragraph F to read as follows:

XII.

ASSESSMENTS

[THE EXISTING PROVISIONS OF PARAGRAPHS A THROUGH E REMAIN UNCHANGED]

F. WATER BILL. The Association and the City of Pinellas Park, in accordance with Chapter 10 of the Code of Ordinances in and for the City of Pinellas Park, in 1989, executed an agreement pertaining to the billing procedure for water service provided to the units within The Mainlands of Tamarac by the Gulf Unit Seven. In accordance with the obligation to the City of Pinellas Park, in the event a unit owner does not pay the individual water bill for the unit directly to the City, the Association is obligated to pay such expense. Subsequent to the recording of this amendment, the Association shall have a specific assessment against the unit for which the respective water bill is not paid by the owner to the City of Pinellas Park, which results in the Association paying such expense. The Association shall have all lien and collection rights as outlined elsewhere in the provisions of Article XII of the Declaration of Condominium, in relation to such specific assessments for water. Any amounts paid by the Association to the City of Pinellas Park shall be immediately due and payable to the Association and shall also be a personal obligation of the unit owner.

Prepared By and Return to:  
Michael J. Brudny, Esquire  
Brudny & Rabin, P.A.  
28100 U.S. Highway 19 N., Suite 300  
Clearwater, Florida 33761

KARLEEN F. DE BLAKER, CLERK OF COURT  
PINELLAS COUNTY FLORIDA  
INST# 2004376926 09/23/2004 at 09:15 AM  
OFF REC BK: 13843 PG: 2396-2397  
DocType: CONDO RECORDING: \$18.50

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OF THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN, A CONDOMINIUM**

This is to certify that at a duly called meeting of the members of Mainlands Unit Seven Condominium Association, Inc. (the "Association") held on February 10, 2004, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amendment to Article XIII, Section A6 of the Declaration of Condominium of the Mainlands of Tamarac by the Gulf Unit Seven, a Condominium, attached hereto as Exhibit A, was duly adopted by the membership. The Declaration of Condominium for the Mainlands of Tamarac by the Gulf Unit Seven, a Condominium was originally recorded in Official Records Book 5886, Page 945, Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, MAINLANDS UNIT SEVEN CONDOMINIUM ASSOCIATION, INC. has caused this instrument to be signed by its duly authorized officer on this 22 day of September, 2004.

MAINLANDS UNIT SEVEN CONDOMINIUM  
ASSOCIATION, INC.

By: Charles M. Fechko  
Charles Fechko, President

Jerry Krantz  
Signature of Witness #1

Jerry Krantz  
Printed Name of Witness #1

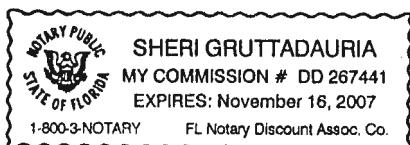
Dorothy B. Wismer  
Signature of Witness #2

Dorothy B. Wismer  
Printed Name of Witness #2

STATE OF FLORIDA            )  
COUNTY OF PINELLAS        )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of September, 2004, by Charles Fechko, as President of MAINLANDS UNIT SEVEN CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation, who acknowledged that he executed this document on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

Sheri Gruttadauria  
Notary Public  
Sheri Gruttadauria  
Printed Name



ADOPTED AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF  
THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN, A CONDOMINIUM

The following is an adopted amendment to the Declaration of Condominium of The Mainlands of Tamarac by the Gulf Unit Seven, a Condominium, originally recorded at Official Records Book 5886, Page 945, Public Records of Pinellas County, Florida, and as subsequently amended.

(New Wording Underlined; Deleted Wording ~~Stricken Through~~,  
Except When Proposed Amendment Involves Substantial Rewording)

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Item No. 1: Article XIII, Section A6 is hereby amended to read as follows:

ARTICLE XIII

SALE, RENTAL OR OTHER ALIENATION  
OF MORTGAGING OF CONDOMINIUM UNITS

A. SALE OR OTHER GENERAL ALIENATION OF UNITS. The sale, lease, or rental of any unit shall, except as otherwise provided in this Declaration, be governed by the following:

\* \* \*

6. Leases and Rentals. The Association shall have the right to require that a substantially uniform form of lease or sublease be used or, in the alternative, approval by the Board of Directors of the lease or sublease form to be used shall be required. No lease or rental of any unit for a period of less than one (1) year ~~thirty (30) consecutive days~~ shall be allowed ~~unless specifically authorized at least ten (10) days prior to a commencement of such lease or rental~~. After approval, as herein set forth, entire units may be rented provided the occupancy is only by the renter, his family and guests. No individual rooms may be rented and no transient tenants may be accommodated.

END OF ADOPTED AMENDMENT

CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF  
THE MAINLANDS UNIT SEVEN CONDOMINIUM ASSOCIATION, INC.

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on February 13, 1990, by a vote of not less than two-thirds (2/3's) of the total vote of the voting members of the Association and after the unanimous adoption of a resolution proposing said amendments by the Board of Administration, the Declaration of Condominium for MAINLANDS UNIT SEVEN as originally recorded in O.R. Book 5886, Page 945, et seq., in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

"The Declaration of Condominium of MAINLANDS UNIT SEVEN is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to By-Laws."

IN WITNESS WHEREOF, MAINLANDS UNIT SEVEN CONDOMINIUM ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 21 day of Feb, 1990.

MAINLANDS UNIT SEVEN  
CONDOMINIUM ASSOCIATION, INC.

(Corporate Seal)

By: Charles J. Rose  
President

ATTEST:

Rolland H. Lusk  
Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

On this 22 day of February, 1990, personally appeared before me Charles J. Rose, President, and Rolland H. Lusk, Secretary of MAINLANDS UNIT SEVEN CONDOMINIUM ASSOCIATION, INC., and acknowledged the execution of this instrument for the purposes herein expressed.

Bill M. Allen  
Notary Public  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES SEPTEMBER 03, 1992  
BONDED THROUGH MORTGAGEBANK & ASSOCIATES

1052  
TOTAL 1050  
OH

Condominium Plats pertaining hereto are recorded in  
Condominium Plat Book 80 Pages 74 and 75.

RETURN TO:

SCHEDULE OF AMENDMENTS  
TO  
BY-LAWS  
FOR  
MAINLANDS UNIT SEVEN CONDOMINIUM ASSOCIATION, INC.

1. Article II A. of the By-Laws is amended to read as follows:

"A. Number and Term. The number of Directors who shall constitute the whole Board shall be no less than three (3) and no more than five (5). The initial Board shall consist of three (3) Directors. Until succeeded by Directors elected at the first annual meeting of members, Directors need not be members, thereafter, All Directors shall be members provided, however, that no Director elected by the Developer as provided in the Declaration, these By-Laws or Chapter 718, Florida Statutes, shall be required to be a member of the Association. Within the limits above specified, the number of Directors shall be determined by the voting members at the annual meeting. The Directors shall be elected at the annual meeting of the members, and each Director shall be elected to serve for a term of one (1) or two (2) years or until his successor shall be elected and shall qualify. The members shall elect two (2) directors for a term of one (1) year, three (3) directors for a term of two (2) years at the 1990 Annual Meeting and at each annual meeting thereafter the members shall elect the appropriate number of Directors for a two (2) year period."

26063552 NSB 03-06-90 09:58:00  
01 COL-MAINLANDS UNIT 7 CONDO  
RECORDING 1 \$40.50  
TOTAL: \$40.50  
CASH AMT. TENDERED: \$40.50  
CHANGE: \$0.00

DOUGLAS C. FINE  
REGISTERED  
670 CALADON  
TALLAHASSEE, FL 32304  
COLUMBIA COUNTY, FL 32304

EXHIBIT "A"

SCHEDULE OF AMENDMENTS  
TO  
DECLARATION OF CONDOMINIUM  
FOR  
THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN, A CONDOMINIUM

069559P00711

1. Article XVIII, Section A, of the Declaration of Condominium is amended to read as follows:

(Substantial rewording. See Article XVIII, Section A, for present text).

"A. GENERALLY. In recognition of the fact that it is necessary to provide important housing opportunities for older persons which meet their peculiar physical or social needs, and that the development of the property contemplated by this Declaration has been specifically designed, created and constructed, and will be operated and maintained throughout the life of the condominium for the comfort, convenience and accommodation of such older persons, consistent therewith, at least 80% of the units in this condominium which are sold, leased, or rented after September 13, 1988, except for those for which sales contracts were entered into prior to March 12, 1989, are to be occupied by at least one person 55 years of age or older per unit. Procedures shall be instituted, through appropriate rules and regulations adopted by the Board of Directors, to establish age verification procedures and otherwise monitor the enforcement of this restriction.

Permanent residents age 18 or younger are not permitted. The term "permanent residents" shall mean any person who occupies and/or uses a unit for thirty (30) or more consecutive calendar days or for forty-five (45) or more non-consecutive calendar days in any 365-day period, which period shall commence with such person's first day of occupancy or use of such unit.

2. Article XVIII, Section B, of the Declaration of Condominium is amended to read as follows:

"B. EXEMPTIONS. Section A of this Article XVIII shall not apply to a transfer to or purchase by an institutional mortgagee which acquired its title as a result of acquiring a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from mortgage or his successor entitle or foreclosure proceedings. Nor shall Section A apply to a transfer to or a purchase by Developer or a transfer, sale, rental, or lease by Developer.

RECORDING	\$12.00
RECORDING	\$10.00
CHECK AMT. ENG	\$10.00
	\$10.00
	\$0.00

EXHIBIT "A"

DR6959PG0710

CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM OF

THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN, A CONDOMINIUM

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on March 8, 1989, by a vote of not less than two-thirds of the total vote of the voting members of the Association and after the unanimous adoption of a resolution proposing said amendments by the Board of Administration, the Declaration of Condominium for THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN, A CONDOMINIUM, as originally recorded in O.R. Book 5886, Page 945, et seq., in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

"The Declaration of Condominium of THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN, A CONDOMINIUM, is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Condominium."

RECORDED 10.50  
BY  
DATE 70.50  
4

IN WITNESS WHEREOF, THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN, A CONDOMINIUM, has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 9 day of March, 1989.

KARLEEN R. DE BLAS  
CLERK OF COUNTY CLERK  
PINELLAS COUNTY, FLORIDA  
MAR 9 1989 PH 5:27

THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN, A CONDOMINIUM  
By: Rosalie Cichminski  
President

ATTEST:  
Yvonne K. Tussedy  
Secretary

KARLEEN R. DE BLAS  
CLERK OF COUNTY CLERK  
PINELLAS COUNTY, FLORIDA  
MAR 20 1989 PH 2:05

STATE OF FLORIDA  
COUNTY OF PINELLAS

On this 9 day of March, 1989, personally appeared before me Rosalie Cichminski, President, and Yvonne K. Tussedy, Secretary of THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN, A CONDOMINIUM, and acknowledged the execution of this instrument for the purposes herein expressed.

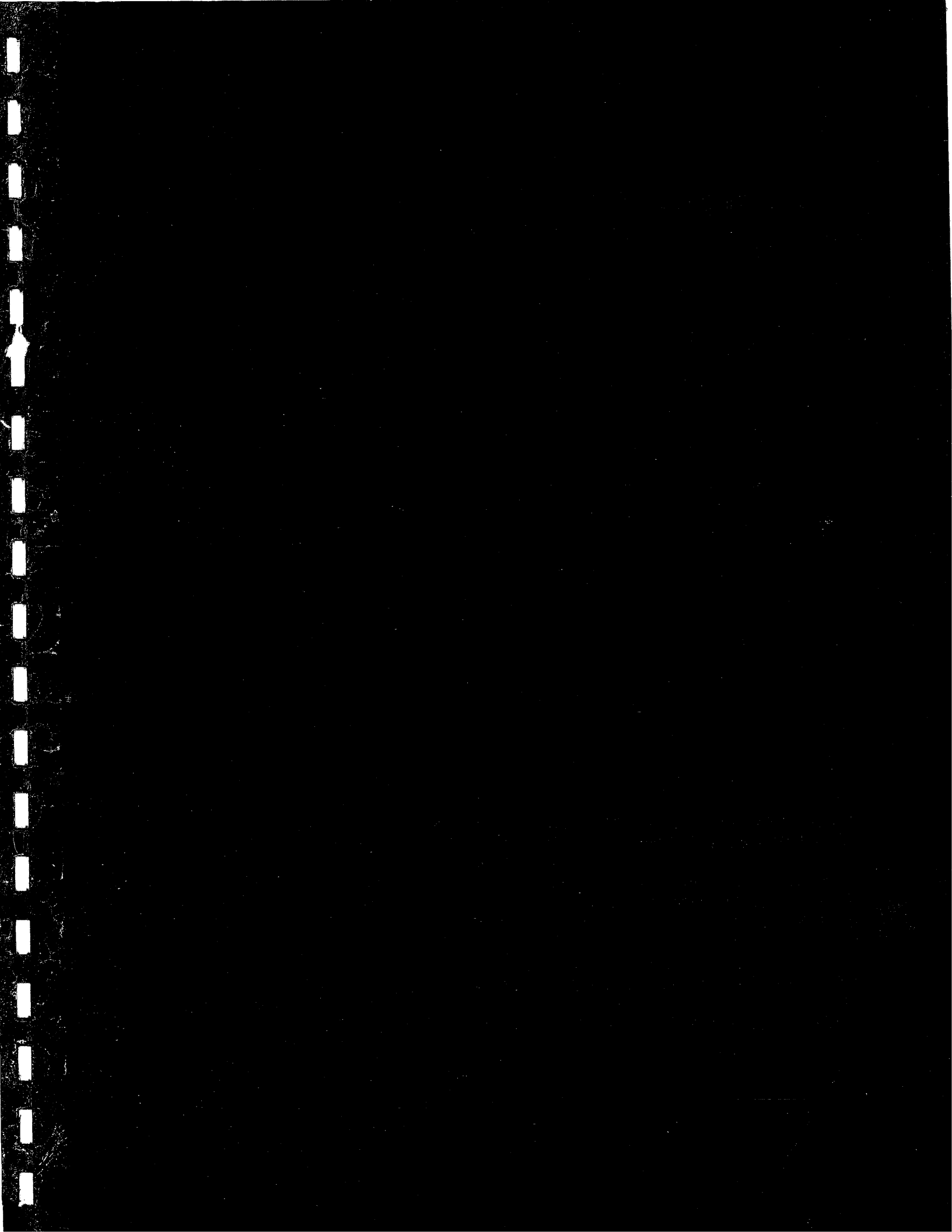
Robert J. Payne  
Notary Public

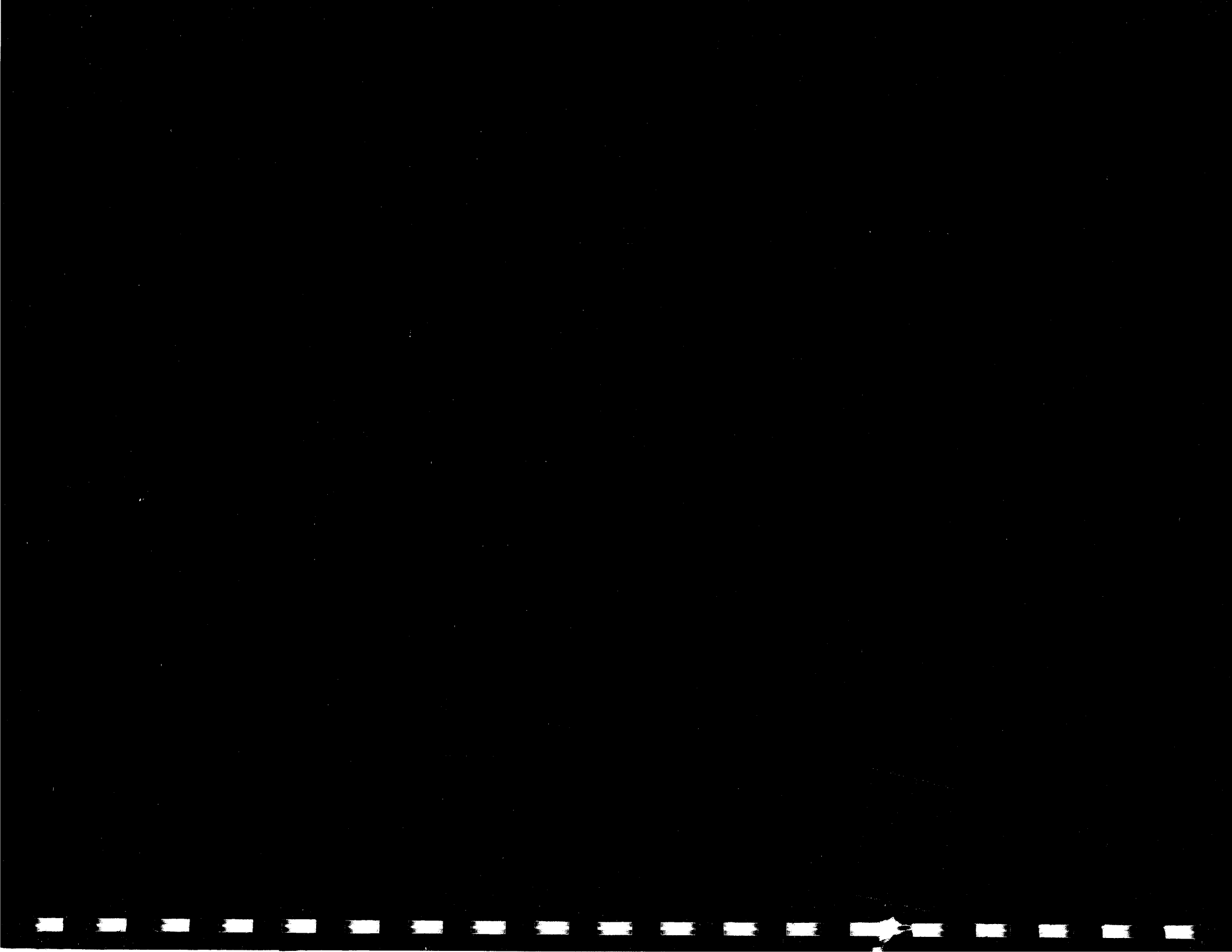
Condominium Plat Book 80-74,75

My Commission Expires: Notary Public, State of Florida  
My Commission Expires Jan. 29, 1993  
Bonded Thru Troy Fain - Insurance Inc.

RETURN TO  
Instrument Prepared by  
LAURA J. HAYBURN, F.A.  
1938 Bayshore Blvd.  
Dunedin, FL 34608







SUMMARY

THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.

THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS AND SALES MATERIAL.

ORAL REPRESENTATION CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THE PURCHASE CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

THE PURCHASE AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THE PURCHASE AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THE PURCHASE AGREEMENT SHALL TERMINATE AT CLOSING.

ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING, PURSUANT TO THE PURCHASE CONTRACT, MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

THE CONDOMINIUM IS CREATED AND BEING SOLD AS FEE SIMPLE INTEREST.

MEMBERSHIP IN THE ASSOCIATION WHICH IS THE OWNER OF THE COMMON RECREATIONAL FACILITIES IS MANDATORY FOR UNIT OWNERS. UNIT OWNERS ARE REQUIRED TO PAY THEIR SHARE OF THE COSTS AND EXPENSES OF MAINTENANCE, MANAGEMENT, UPKEEP, REPLACEMENT AND OTHER COSTS AND CHARGES OF AND FOR THE COMMON RECREATIONAL FACILITIES TO THE ASSOCIATION.

THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP OR REPAIR OF THE RECREATIONAL OR COMMONLY USED FACILITIES. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.

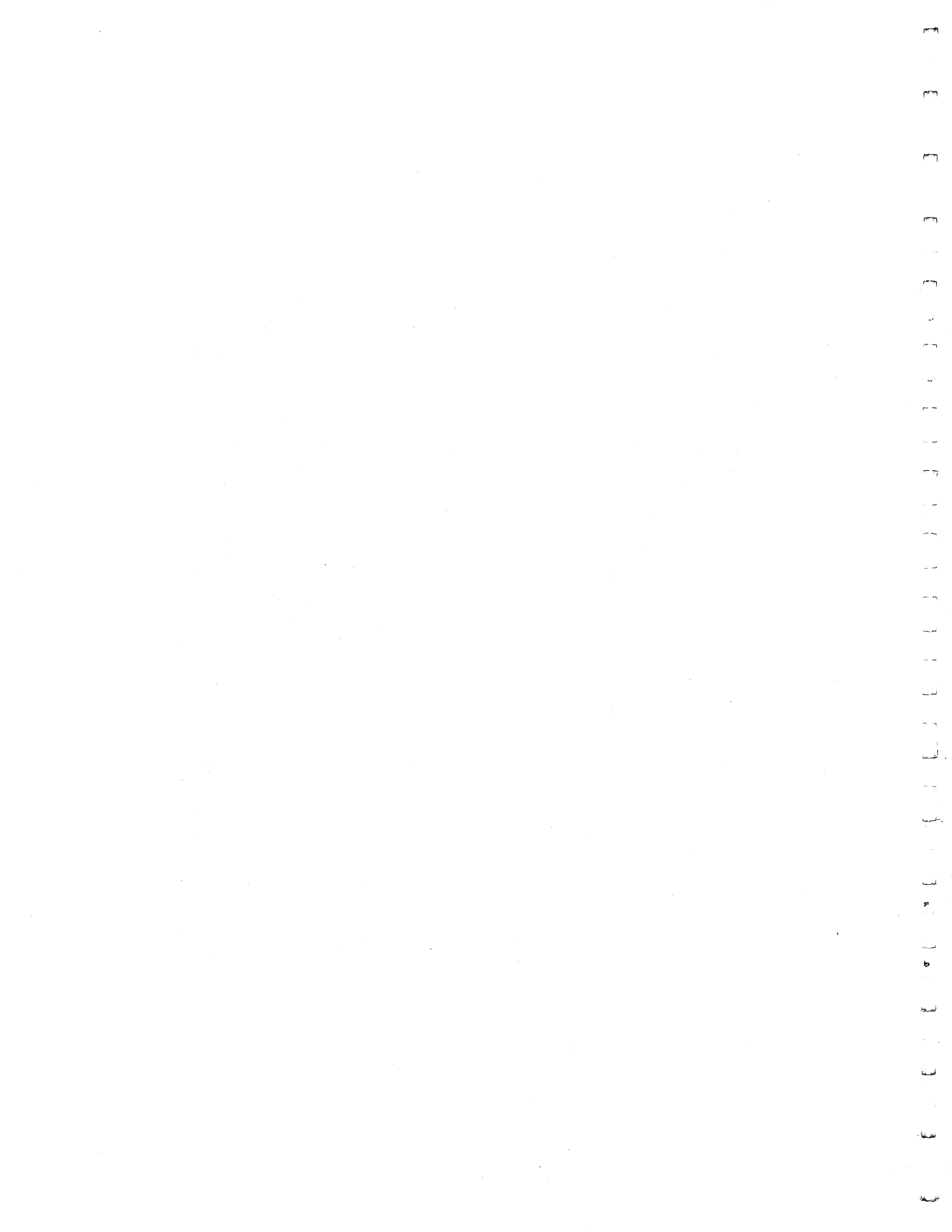
THE DEVELOPER'S PRINCIPAL PLAN IS TO SELL UNITS AND TO TRANSFER FEE SIMPLE TITLE TO THE PURCHASERS THEREOF; HOWEVER, THE DEVELOPER RESERVES THE RIGHT TO LEASE UNITS.

THERE IS A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH REGENCY REALTY MANAGEMENT DIVISION, INC.

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.

THE SALE, LEASE, OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.

THE STATEMENTS SET FORTH ABOVE ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES AS WELL AS THE ENTIRE SET OF DISCLOSURE MATERIALS AND HIS CONTRACT OR PURCHASE AGREEMENT. ALL DISCLOSURE MATERIALS, CONTRACT DOCUMENTS AND BROCHURE MATERIALS ARE IMPORTANT LEGAL DOCUMENTS AND, IF NOT UNDERSTOOD, PROSPECTIVE PURCHASERS SHOULD SEEK LEGAL ADVICE.



INDEX OF THE CONTENTS  
 AND EXHIBITS OF THE PROSPECTUS  
 OF  
 THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN  
 A CONDOMINIUM

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A. Name and Location.

The name of the Condominium is THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN, a Condominium. The location of the Condominium is fully set forth in the legal description contained in Exhibit "A" to the Declaration of Condominium which exhibit is contained at page (35) of this Prospectus, and the street address shall be Unit Seven Clubhouse, 4114 - 89th Avenue, Pinellas Park, Florida 33565, Pinellas County, Florida.

B. Description of Condominium.

1. Generally. THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN, when completed, will consist of 12.405 acres of land including streets, easements and one hundred ten (110) units in aggregate. At closing, each unit will be conveyed to the purchaser, which unit will be substantially as shown in Exhibit "L" at page (91) of this Prospectus. The basic models being offered by the Developer are located at or on the Condominium property in Pinellas County, Florida.

2. Location of Surveys. The units are identified by an identifying number and reference should be made to Exhibit "B" commencing at page (36) of this Prospectus.

3. Completion Date. It is estimated by the Developer that the latest date of completion for the sale and closing of all Condominium units in the condominium is December 31, 1987.

C. Description of Buildings and Units.

1. There will be one hundred ten (110) lots, each of which constitutes a separate condominium unit. There will be one single family dwelling constructed on each unit. Several of such dwellings will be connected to each other to form buildings. It will be the DEVELOPER'S option as to the number of buildings, the number of units in a building and the floor plans of such units.

D. Interest Conveyed.

THE CONDOMINIUM IS CREATED AND BEING SOLD AS FEE SIMPLE INTEREST.

E. Lease of units.

THE DEVELOPER'S PRINCIPAL PLAN IS TO SELL UNITS AND TO TRANSFER FEE SIMPLE TITLE TO THE PURCHASERS THEREOF; HOWEVER, THE DEVELOPER RESERVES THE RIGHT TO LEASE UNITS.

F. Description of Common Recreational Facilities.

The common recreational facilities, which shall be owned by the Association, shall consist of one (1) parcel of land containing approximately 3.126 acres and containing the improvements and personal property to be supplied by the Developer for use thereon as follows:

1. The Clubhouse. The Clubhouse contains approximately 2,400 square feet of interior space and contains the following rooms or areas:

(a) Main Room. The multi-purpose main room contains approximately 1,345 square feet and is designated to accommodate a minimum of sixty (60) persons.

(b) Multi-purpose Room. There is a room approximately 155 square feet that is designed to accommodate a minimum of fifteen (15) persons.

(c) Exterior Storage Room. There is an exterior storage room containing approximately 95 square feet which will be available as storage for the association.

(d) Kitchen. There is a kitchen area of 140 square feet with two (2) ranges, refrigerator and two (2) double sinks.

(e) Men's Restroom. The men's restroom contains approximately 150 square feet and is equipped with one (1) toilet, two (2) urinals and two (2) sinks.

(f) Women's Restroom. The women's restroom contains approximately 180 square feet and is equipped with two (2) toilets and two (2) sinks.

(g) Interior Storage Rooms. There are two (2) interior storage rooms in the clubhouse, having 130 and 30 square feet respectively. The storage rooms provide a place for storage of equipment but are not designed to accommodate persons.

2. Shuffleboard Courts. There are three (3) regulation shuffleboard courts located on the recreational parcel.

3. Driveway and Parking Spaces. There are twenty (20) parking spaces.

4. Swimming Pool. There is a swimming pool which has two areas which respectively measure approximately 19 feet by 34 feet and 13 feet by 13 feet, surrounded by a deck. The pool and apron will be designed to accommodate approximately sixty (60) persons. The pool will vary in depth from approximately three (3) feet to six (6) or more feet.

5. Ownership. The common recreational facilities shall be owned by the Association and the costs related thereto shall be a common expense of the Association. The DEVELOPER is obligated to convey the common recreational facilities to the Association not later than December 31, 1987 and the Association is obligated to accept the conveyances.

6. Date When Ready for Use. All facilities on the common recreational facilities will be available for use by the unit owners no later than December 31, 1987.

7. Personal Property. The DEVELOPER has purchased or agrees to purchase and to convey to the Association furnishings and furniture for the clubhouse having an aggregate cost of Two Thousand Dollars (\$2,000.00) and for the pool and deck area having an aggregate cost of not less than One Thousand Five Hundred Dollars (\$1,500.00).

8. All descriptions of the common recreational facilities including location, areas, capacities, numbers, volumes and sizes are approximations.

G. Maximum Units Using Recreational Facilities in Common.

The maximum number of Condominium units which may be served by the common recreational facilities in common with the units contained in the Condominium shall not be more than one hundred ten (110) Condominium units in aggregate.

H. Management of the Association and Maintenance and Operation of the Condominium and Common Recreational Facilities.

DEVELOPER has entered into a Management Agreement with Regency Realty Management Division, Inc., a Florida corporation, whereby the Management Company will have the exclusive right to manage the Condominium and the Association pursuant to the Declaration of Condominium and other applicable documents

contained in this Prospectus. Pursuant to that Agreement, the Management Company will assume the ministerial functions of the management and operational duties of the Association and will hire and supervise all persons necessary to maintain and operate the Condominium, repair and maintain the property, enter into contracts for services, operate the recreational facilities, maintain the Association's financial books, records and accounts and take all action that may be necessary to comply with the laws and regulations of the appropriate governmental authorities. The Management Agreement is for an initial term of less than two (2) years, ending December 31, 1985 and shall be renewed automatically for twelve (12) month terms unless written notice is given by one (1) of the parties at least sixty (60) days prior to the next renewal date. As compensation for its services, the Management Company will receive a fee of Seven and no/100 Dollars (\$7.00) per month for each unit. The Management Company is not associated with or controlled by the Developer. THERE IS A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH REGENCY REALTY MANAGEMENT DIVISION, INC. A copy of the Management Agreement may be found commencing at page (61) of this Prospectus.

I. Developer Control.

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. The provisions relating to such control by the DEVELOPER may be found at page (27) of the Prospectus.

J. Restrictions of the Use of Units.

THE SALE, LEASE, OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED. Restrictions on the use of the Condominium units may be found at page (22) of the Prospectus. In summary, these provisions restrict the use of the Condominium units as follows:

1. Units shall be used for residential purposes only and may be occupied only by the owner or lessee, his family, servants and guests. No accessory buildings shall be constructed or placed on the units.
2. No nuisances shall be permitted.
3. No immoral, improper, offensive or unlawful use is permitted.
4. Restrictions concerning fences, hedges, clothes poles, exterior radio and TV antennas, parking and signs are contained in the Declaration of Condominium.
5. No use which will increase the cost of insurance on the Condominium is permitted.
6. No modification of the exterior of a unit shall be allowed without written consent of the Association. Restrictions are also imposed concerning the exterior painting, landscaping and decoration of a unit.
7. Permanent residents must be sixteen (16) years of age or older in order to occupy the Condominium Property unless this restriction is held to be contrary to any law or regulation of the State of Florida or the United States of America.
8. Certain pets are allowed under controlled circumstances.



K. MEMBERSHIP AND ASSESSMENT LIENS.

THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP OR REPAIR OF THE RECREATIONAL OR COMMONLY USED FACILITIES. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN. The lien rights referred to above may be found at page (16) of the Prospectus.

L. Easements.

The Condominium is subject to easements for ingress and egress for pedestrians and for vehicular purposes and easements for utility service and drainage, and reference should be made to page (26) of the Prospectus and to Exhibit "B" to the Declaration of Condominium, wherein certain easement rights have been reserved unto the DEVELOPER, its successors and assigns, or have been granted to governmental divisions or entities, or surrounding or adjoining lands.

M. Utilities.

1. Water. Water is provided to the Condominium by the City of Pinellas Park.

2. Sanitary Sewer Service. Sanitary sewer service is provided to the Condominium by the City of Pinellas Park.

3. Electricity. Electricity is provided to the Condominium by Florida Power Corporation.

4. Telephone. Telephone service is provided to the Condominium by General Telephone Company.

5. Garbage and Trash Removal. Garbage and trash removal will be provided by Wells Brothers, Inc.

6. Storm Drainage. Storm drainage will be provided by on-site catch basins and drainage systems constructed in accordance with the applicable building codes and requirements of the appropriate County or other governmental agencies.

N. Common Expenses and Common Elements.

Each unit is obligated to pay a fractional amount or percentage of the common expenses. That percentage is set forth, and reference should be made to, Article V of the Declaration of Condominium, being contained in the Prospectus at page (11), for information concerning the common expenses, common surplus and ownership of the Common Elements of the Condominium. The fractional amount per unit was arrived at by the DEVELOPER by using the number one (1) as the numerator and the total number of units in the Condominium as the denominator.

O. Estimated Operating Budget.

1. The estimated operating budget for the condominium may be found commencing at page (88) of this Prospectus. Because actual expenditures may differ from year to year, the attached budget should not be considered as a representation that the budget for any period of operation will not vary from the amounts stated or that the Association will not incur additional expenses or provide for additional working capital or for reserves or other sums not reflected in said budget. The common expenses reflected in the budget will not include any charges for utilities that are individually metered to each Condominium unit and consumed therein, nor will the common expenses include any charges for alteration, repairs, painting or maintenance within

the interior of any Condominium units. Said common expenses do not include any costs that are not provided for or contemplated by the Condominium documents, including, but not limited to, private telephone costs, costs of maid or janitorial services privately contracted for by the unit owners, insurance premiums for each unit, and like personal expenses of an individual unit Owner.

2. The Association shall collect the funds required to pay the expenses set forth in the estimated budget from the unit Owners by assessments and said assessments shall be assessed against each unit Owner. Based on the foregoing estimated budget, each unit will be assessed by the Association in the amount of Seventy-Eight and no/100 Dollars (\$78.00) per month.
3. DEVELOPER MAY BE IN CONTROL OF THE BOARD OF ADMINISTRATION OF THE CONDOMINIUM DURING THE PERIOD OF OPERATION FOR WHICH THIS BUDGET HAS BEEN RENDERED.

P. Estimated Closing Expenses.

The actual closing costs to be paid by each purchaser of a unit in the Condominium will depend on whether a purchase is financed by a mortgage. If said purchase is financed by a mortgage, the purchaser will be obligated to pay all expenses incurred in obtaining the mortgage financing for the acquisition of his unit. At closing, the DEVELOPER will pay the Florida documentary stamps for the Deed at the rate of Forty-Five Cents (\$.45) for each One Hundred Dollars (\$100.00) of the purchase price and the costs of recording the Deed at the rate of Five Dollars (\$5.00) for the first page and Four Dollars (\$4.00) for each page other than the first page. Upon closing of the title to a unit, the purchaser will become obligated for the payment of the common expenses assessed against his unit for the month in which title passes. Purchaser will also be obligated to pay any expenses incurred by the said purchaser for their attorney's fees relating to the acquisition of his unit. DEVELOPER will, at its expense, provide purchaser with a title insurance policy on the unit at closing. Taxes for the year will be prorated at the date of closing. DEVELOPER may, at its exclusive election without any obligation to do so, pay for all closing costs or any portion thereof which are otherwise required to be paid by Purchaser as hereto set forth.

Q. Proposed Contract and Deed.

A copy of the form of contract for sale and purchase which the DEVELOPER proposes to use in the sale of units in this condominium may be found at page (83) of this Prospectus. A copy of the form of Warranty Deed the DEVELOPER proposes to use to convey units may be found at page (80) of this Prospectus.

R. The Developer.

THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN is being developed by MAINLANDS CONSTRUCTION CO., INC., a Florida corporation. The chief operating officer of Mainlands Construction Co., Inc. in charge of development of THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN is F. H. Sattes, Jr. Mr. Sattes has been in the construction and home building business for the past twenty-five (25) years serving in management and all phases of development of single family and condominium residences both in Florida and California. Mr. Sattes has been in the condominium development business in Pinellas County since 1971 and has developed in excess of one thousand (1000) units in the condominiums at THE MAINLANDS OF TAMARAC BY THE GULF.

S. Exhibits.

---

This Prospectus has no separate exhibits. All documents required by Chapter 718, Florida Statutes, are included herein as a part of the Prospectus.

84246752

O.P. 5886 AGE 945

Return to:  
This Instrument Prepared By:  
RONALD R. GOLLER, ESQUIRE  
202E Northwood Plaza  
2531 Landmark Drive  
Clearwater, Florida 33519

The Plot Plans of this Condominium  
are recorded in Condominium Plat  
Book 80, at pages 74 through  
75, inclusive, Public Records  
of Pinellas County, Florida.

40 DS 265.00  
41 DS  
43 Int  
Tot 265.00 *WR*

DECLARATION OF CONDOMINIUM

14 14658899 72 11. 30NO84  
40 8.00  
3 192 TOTAL 8.00 CHRG

OF

THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN

a Condominium

11 CHG 192  
Goll  
40 DS 8.00  
11 DS  
Tot 8.00 *WR*

This Declaration of Condominium made this 19<sup>th</sup> day of  
JULY, 1984, by MAINLANDS CONSTRUCTION CO., INC., a  
Florida corporation, hereinafter referred to as "DEVELOPER", for  
itself and its successors and assigns.

W I T N E S S E T H :

WHEREAS, DEVELOPER is the owner of the real property located  
in Pinellas County, Florida, described in Exhibit "A", attached  
hereto and by reference made a part hereof; and

WHEREAS, DEVELOPER now desires to create THE MAINLANDS OF  
TAMARAC BY THE GULF UNIT SEVEN, a Condominium, by submitting the  
real property described in Exhibit "A" attached hereto and by  
reference made a part hereof, together with all improvements to  
be constructed thereon, to Condominium ownership and use pursuant  
to Chapter 718, Florida Statutes (1983); and

WHEREAS, all Exhibits heretofore and hereinafter referred to  
in this Declaration of Condominium are made a part of this  
Declaration of Condominium by reference and are incorporated  
herein as though herein fully set forth.

NOW, THEREFORE, DEVELOPER hereby makes the following  
Declaration of Condominium.

CLERK OF PINELLAS COUNTY, FLORIDA  
Nov 30 9 38 AM '84

I.

SUBMISSION STATEMENT

A. GENERALLY. MAINLANDS CONSTRUCTION CO., INC., a Florida  
corporation, being the owner of record of the fee simple title to  
the real property situate, lying and being in Pinellas County,  
Florida, as more particularly described and set forth as the  
Condominium Property in the Legal Description which is attached  
hereto as Exhibit "A" and the Survey which is attached hereto as  
Exhibit "B", together with the improvements thereon contained and  
not personally owned by unit owners, hereby states and declares  
that said real property, together with improvements thereon, is  
submitted to condominium ownership, pursuant to Chapter 718,  
Florida Statutes (1983), hereinafter referred to as the  
"Condominium Act", and the provisions of said Condominium Act as  
it exists as of the date of the recording hereof, and does  
herewith file for record this Declaration of Condominium.

A. GENERALLY. As used in this Declaration of Condominium, the By-Laws, and all other Exhibits attached hereto, and all amendments thereof, unless the context otherwise requires, the following definitions shall prevail:

1. ASSESSMENT means a share of the funds required for the payment of common expenses which from time to time are assessed against the unit owner.

2. ASSOCIATION means MAINLANDS UNIT SEVEN CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, said Association being the entity responsible for the operation of the Condominium.

3. BY-LAWS and ARTICLES means the By-Laws and Articles of Incorporation of the Association, as they exist from time to time.

4. CONDOMINIUM means that form of ownership of Condominium property under which units are subject to ownership by one (1) or more owners, and there is appurtenant to each unit, as part thereof, an undivided share in the common elements, and specifically in this Declaration shall mean THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN.

5. CONDOMINIUM ACT means and refers to the Condominium Act of the State of Florida, which is Chapter 718, Florida Statutes (1983), as of the date of this Declaration and not as thereafter amended.

6. CONDOMINIUM DOCUMENTS means this Declaration, the Articles of Incorporation, the By-Laws and all other Exhibits attached hereto, as amended.

7. CONDOMINIUM PARCEL or PARCEL means a unit, together with the undivided share in the common elements which is appurtenant to the unit.

8. CONDOMINIUM PROPERTY means and includes the lands that are subject to Condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto and which are intended for use in connection with the Condominium.

9. COMMON ELEMENTS means the portions of the Condominium property not included in the units. The term "common elements", when used throughout this Declaration, shall mean both common elements and limited common elements, unless the context otherwise specifically requires.

10. COMMON EXPENSES means the expenses for which the unit owners are liable to the Association, both as provided in the Condominium and as otherwise additionally provided or declared by this Declaration.

11. COMMON SURPLUS means the excess of all receipts of the Association including, but not limited to, assessments, rents, profits and revenues on account of the common elements over the amount of common expenses.

12. DECLARATION or DECLARATION OF CONDOMINIUM means this instrument and any amendments thereto that may be recorded from time to time in the public records of the county in which the Condominium is located.

13. DEVELOPER means MAINLANDS CONSTRUCTION CO., INC., a Florida corporation, its successors and assigns.

14. INSTITUTIONAL MORTGAGE means a bank, savings and loan association, insurance company or union pension authorized to do business in the United States of America, an agency of the United States government, F.N.M.A., G.N.M.A., a real estate or mortgage investment trust, or a lender generally recognized in the community as an institutional-type lender. An individual mortgage on a unit may be placed through a mortgage or title company, which shall be deemed an institutional mortgage for the purposes hereof.

15. LIMITED COMMON ELEMENTS means and includes those common elements which are reserved for the use of a certain unit or units, to the exclusion of other units.

16. MANAGEMENT AGREEMENT means and refers to that certain Agreement attached to this Declaration and by reference made a part hereof as Exhibit "G", which provides for the management of the Condominium property and the common recreational facilities, or any subsequent or substitute agreements of similar nature.

17. MANAGEMENT FIRM means and refers to Regency Realty Management Division, Inc., a Florida corporation, or any other third party contracted with to manage the Condominium pursuant to the Articles of Incorporation of the Association. The Management Firm shall be responsible for the management of the Condominium Property and the common recreational facilities, as provided in the Management Agreement as heretofore defined.

18. OCCUPANT means the person or persons in possession of a unit, including the unit owner or their family, lessee, invitee, licensee, agent, servant or guest.

19. TIME-SHARING ESTATE means any interest in a unit under which the exclusive right of use, possession, or occupancy of the unit circulates among the various owners of time-share estates in such unit in accordance with a fixed time schedule on a periodically recurring basis for a period of time established by such schedule.

20. UNIT or CONDOMINIUM UNIT means a unit as defined in the Condominium Act, referred hereto to each of the separate and identified units delineated in the Survey attached to the Declaration as Exhibit "B". The physical boundaries of each unit are as delineated in the Survey aforescribed and are as more particularly described in this Declaration.

21. UNIT OWNERS or GROUP OF OWNERS or OWNERS OF A UNIT or OWNERS means the owner or group of owners of a single Condominium unit and the use of the singular form "owner" shall include the plural "owners", unless the context otherwise requires.

22. OTHER DEFINITIONS. Unless otherwise defined in this Declaration or its Exhibits or the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to each of said terms by Section 718.103, Florida Statutes (1983), as said Section exists as of the date of this Declaration.

III.

NAME

A. NAME. The name by which this Condominium is to be identified is THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN, a Condominium.

## IV.

SURVEY, PLOT PLAN, GRAPHIC DESCRIPTION  
AND IDENTIFICATION OF UNITS

A. SURVEY. Exhibit "B" contains a Survey of the land, and a plot plan and which together with this Declaration, are in sufficient detail to identify the location, dimensions and size of the common elements and each unit of the Condominium. Any and all legends and notes contained within said Exhibit "B" are incorporated herein and are made a part hereof by reference.

B. UNITS. The Condominium Property consists essentially of all units and other improvements as set forth in Exhibit "B". For the purposes of identification, all the units located in the Condominium shall be given identifying numbers on the Survey heretofore described as Exhibit "B". No unit shall bear the same number as does any other unit. The aforesaid identifying numbers as to the unit are also the identifying numbers as to the Condominium parcel of which the unit is a part.

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 survey attached hereto as Exhibit "B", wherein each unit is identified and the perimetrical boundaries indicated by the intersection straight or curved lines surrounding the unit identification number.

## V.

OWNERSHIP OF COMMON ELEMENTS  
AND TIME-SHARE ESTATES

A. UNIT'S INTEREST. The undivided interest in the common elements and common surplus which is appurtenant to each unit is one one hundred tenth (1/110).

B. UNIFICATION. The fee title to each Condominium parcel shall include both the Condominium unit and the above undivided interest in the common elements, as set forth in Section A of this Article V, said undivided interest in the common elements to be deemed to be conveyed or encumbered with its respective Condominium unit. Any attempt to separate the fee title to a Condominium unit from the undivided interest in the common elements appurtenant to the unit shall be null and void.

C. TIME-SHARE ESTATES. No time-share estates may be created with respect to any unit in the Condominium.

## VI.

VOTING RIGHTS

A. VOTING-MEMBER. There shall be one (1) person with respect to each unit in each Condominium which is operated by the Association who shall be entitled to vote at any meeting of the Association and such person shall be known, and is hereinafter referred to as a "Voting Member". If a unit is owned by more than one (1) person, the owners of said unit shall designate one (1) of them as the Voting Member, or in the case of corporate

unit owner, an officer or employee thereof shall be the Voting Member. The designation of the Voting Member shall be made as provided by and subject to the provisions and restrictions set forth in the By-Laws of the Association.

B. VOTE INDIVISIBLE. Whenever in Chapter 718, Florida Statutes (1983), the term member, unit owner, unit owners, or fractions necessary for voting upon passing or defeating any particular issue or matter, such term, unless otherwise specifically provided to the contrary in express language by Chapter 718, Florida Statutes (1983), or this Declaration or Exhibits hereto, shall be and be construed to mean Voting Member as defined in Section A of this Article VI.

## VII.

### COMMON EXPENSES AND COMMON SURPLUS

A. UNIT'S SHARE. The common expenses of the Condominium, including the obligation of each unit owner under the Management Agreement attached to this Declaration, shall be shared by the unit owners as specified and set forth in the same proportions as the units' respective undivided interest in the common elements as set forth in Section A of Article V of this Declaration. The foregoing ratio of sharing common expenses and assessments shall remain regardless of the purchase price of the Condominium parcel, its location or the square footage included in the Condominium unit.

B. CREATION OF SURPLUS. Any common surplus of the Association shall be owned by each of the unit owners in the same proportion as their share in the common expenses.

C. ASSESSMENT GUARANTEE. The DEVELOPER guarantees that the assessment for common expenses for each unit of the Condominium which is owned by persons other than DEVELOPER shall not increase over the sum of Seventy-Eight Dollars (\$78.00) per month for each type unit for a period of thirty-six (36) calendar months after the month in which this Declaration is first recorded or upon turnover of control of the Association by DEVELOPER to the Members, whether voluntarily by DEVELOPER or by operation of law, whichever of those two (2) events last occurs, whereupon said guarantee shall terminate. DEVELOPER shall be obligated to pay any amount of common expenses of the condominium incurred during said guarantee period which is not produced by the assessments at the guaranteed level receivable from unit owners other than DEVELOPER. DEVELOPER is hereby excused from any obligation to pay the share of common expenses which would have been assessed against units by DEVELOPER during said guarantee period.

D. RECORDS AND ACCOUNTING. At such time as this Declaration shall be recorded, naming the Association as its managing entity, books and records shall be maintained by the Association as follows:

1. General. Memorandum books and records shall reflect general operating expenses of the condominium, and association expenses and all revenues collected.

2. Contents. All said accounting records shall be maintained by the Association in accordance with good accounting practices and shall include a record of all receipts and expenditures and an account for each unit which shall designate the name and unit designation or address of the unit owner, the amount of each assessment, the dates and amounts in which assessments come due, the amount paid upon account and the balance due.



METHOD OF AMENDMENT OF DECLARATION

A. GENERALLY. Except as specifically provided in other provisions of this Declaration, this Declaration may be amended at any regular or special meeting of the unit owners, called and convened in accordance with the By-Laws, by the affirmative vote of two-thirds (2/3) of the total vote of the Voting Members of the Association.

B. METHOD AND CONTENTS. All amendments shall be recorded and certified as required by the Condominium Act. No amendment shall change any Condominium parcel or unit's proportionate share of the common expenses or common surplus or the voting right appurtenant to any unit, unless the record owners of all the units affected by such amendment and all Institutional Mortgagees of record thereof shall join in the execution of the amendment. No amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgagees or change the provisions of this Declaration with respect to the rights of Institutional Mortgagees without written approval of all Institutional Mortgagees of record affected by such amendment, nor shall the provisions of Sections B and D of Article XIII of this Declaration be changed without the written approval of all Institutional Mortgagees of record.

C. EFFECT UPON DEVELOPER. Notwithstanding the foregoing provisions of this Article VIII, no amendment to this Declaration or Exhibit thereto shall change any rights or privileges of DEVELOPER without DEVELOPER'S written approval.

D. DEVELOPER AMENDMENTS. DEVELOPER reserves the following rights with regard to amending this Declaration and Exhibits hereto:

1. DEVELOPER has the right, pursuant to Section 718.110, Florida Statutes (1983), to amend, from time to time, any and all portions of this Declaration of Condominium and Exhibits hereto without the consent of the unit owners unless such amendment, even with the rights of the DEVELOPER retained hereby, would otherwise be in direct violation of an express provision of the Condominium Act to the contrary.

2. DEVELOPER reserves the exclusive right, without the joinder or consent of any present or future unit owners or Voting Members, to amend this Declaration from time to time for the purposes of changing in any manner the configuration or size of any Condominium unit or in any manner altering or modifying the appurtenances to any Condominium unit provided such unit has not been conveyed by DEVELOPER to a third party prior to such amendment.

## IX.

BY-LAWS

A. EFFECT. The operation of the Condominium property shall be governed by the By-Laws of the Association, which are set forth in Exhibit "F", attached hereto and by reference made a part hereof.

B. AMENDMENT. No modification or amendment of the By-Laws of said Association shall be valid unless set forth in or attached to a duly recorded amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no amendment of said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any

Condominium parcel or which would cause the provisions of the By-Laws with respect to Institutional Mortgagees of record. No amendment shall change the rights or privileges of DEVELOPER without DEVELOPER's written consent.

## X.

ASSOCIATION

A. GENERALLY. The operating entity of the Condominium shall be MAINLANDS UNIT SEVEN CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, which is responsible for the operation of the Condominium Property and Association Property. The Association shall have all of the powers and duties set forth in the Condominium Act, as well as all of the powers and duties granted to or imposed upon it by this Declaration, the By-Laws of the Association and the Articles of Incorporation of the Association, a copy of said Articles of Incorporation, being Exhibit "E" attached hereto and by reference made a part hereof, and all of the powers and duties necessary to operate the Condominium, as set forth in this Declaration, the Articles of Incorporation and the By-Laws, as they are now or may be amended from time to time.

B. EFFECT OF DOCUMENTS ON OWNERS. Every owner of a Condominium parcel, whether the title has been acquired by purchase, gift, conveyance, transfer by operation of law or otherwise, and every lessee, invitee, licensee, agent, servant, guest and family member of any owner shall be bound by the By-Laws and Articles of Incorporation of said Association, the provisions of this Declaration, the Management Agreement and all rules and regulations passed by the Association in accordance with its authority to adopt such rules and regulations.

## XI.

MAINTENANCE, ALTERATION AND IMPROVEMENT

A. GENERALLY. The responsibility for the maintenance of the Condominium Property and the Association Property, and restrictions upon the alterations and improvements thereon, shall be as follows:

1. By The Association.

(a) Common Elements and Association Property. The maintenance and operation of the common elements and Association Property shall be the responsibility of the Association and a common expense of the Condominium.

(b) Lawn and Plant Maintenance and Spraying. The Association shall maintain and care for all lawns and plants, trees and shrubs installed by the Developer or the Association within the Condominium Property and the Association Property. There is hereby reserved in favor of the Association the right to enter over, through and upon all the Condominium Property for the purpose of maintaining and caring for the lawns and such plant located thereon. Each unit and its owner is hereby made liable to the Association for a pro rata share, as a common expense, of the reasonable cost of all such maintenance and care from time to time performed by the Association. The phrase "maintenance and care" within the meaning of this Subsection (b) shall include mowing, edging, fertilizing and spraying of lawns and trimming of plants. Each unit and its owner shall be further liable to the Association for a pro rata share, as a common expense, of the reasonable cost of replacement of sod, if required, as shall be determined from time to

time by the Association in its sole discretion, upon any of the Condominium Property. In the exercise of its discretion in this regard, the Association shall be governed by the principle that all lawns and such plants shall be fully maintained free from unsightly appearance and uniform in texture and appearance.

(c) Sprinkler System. The Association shall operate, maintain, repair and alter a fresh water sprinkler system constructed over, through and upon all condominium property. There is hereby reserved in favor of the Association the right to operate, maintain, repair and alter a fresh water sprinkler system over, through and upon all condominium property and each unit and its owner shall be liable to the Association for a pro rata share, as a common expense, of the reasonable cost of operation of said system, and the maintenance, alteration, repair and replacement of said system.

(d) Private Road, Driveway and Paved Areas. The Association shall be responsible for the maintenance and repair of all private streets, driveways and paved areas located upon the Condominium Property and the Association Property. There is hereby reserved in favor of the Association the right to enter upon any and all parts of the Condominium Property and units for such purposes. Each unit and its owner is hereby made liable to the Association for a pro rata share, as a common expense, of the reasonable cost of all such maintenance and repair.

(e) Exterior Maintenance of Buildings. The exterior of all units in the Condominium shall be maintained on a periodic basis by the Association. There is hereby reserved in favor of the Association the right to enter upon all the units and all improvements located thereon, including, but not limited to, residence buildings, for the purpose of conducting a periodic program of exterior maintenance which maintenance shall include, but shall not be limited to, painting and repairing of exterior walls, shutters, trim, eaves, roofs of structures on units or any portion of the foregoing. That time when such maintenance shall be done and the extent thereof shall be determined by the Association in its sole discretion. Each unit and its owner is hereby made liable to the Association for a pro rata share, as a common expense, of the reasonable cost of the conduct of such periodic maintenance from time to time performed by the Association. The Association shall not be responsible for repairing or replacing any improvement, building or structure which in the Association's opinion shall have been destroyed. The Association shall be responsible, and the cost thereof shall be a common expense of the Condominium, for roof repair or replacement. The Association shall not be responsible for maintenance beyond the exterior surfaces of buildings constructed by DEVELOPER on the unit, any and all such maintenance and any repairs being the sole responsibility of the unit owner.

(f) Liability for Alterations. In the event that an Owner make any alterations or additions to or on the exterior of his Unit or any building within the Condominium, such Owner, their successors and assigns, shall be liable to the Association, as though an assessment, for any additional maintenance expenses which may result because of such alteration or addition. Nothing contained herein shall be construed to authorize an Owner to make such alteration or addition without consents or approvals which may be required by this Declaration.

- (g) Damages Caused by Unit Owners, Etc. Should the maintenance, repair or replacement provided for in Paragraphs (a) through (e), inclusive, of this Subsection 1 be caused by the negligence or misuse, intentional or otherwise, of or by a unit owner, or any lessee, invitee, licensee, agent, servant, guest or family member of any unit owner, said unit owner shall be responsible to the Association for all costs incurred in said maintenance, repair or replacement and the Association shall have the right to a lien against the unit and the owner thereof for the costs of such maintenance, repair, or replacement, said lien to be of the same nature and have the same force and effect as a lien created hereunder and under the Chapter 718, Florida Statutes (1983), for delinquent assessments.
- (h) Assessments. All charges made to provide for funds for the Association to perform the functions described in Paragraphs (a) through (e), inclusive, of this Subsection 1 shall be assessed against each unit and its owners according to the provisions of this Declaration concerning assessments.
2. By The Owner. The responsibility of the unit owner shall be to maintain, repair and replace, at their sole expense, all portions of their 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.
3. Subsequent 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 improvements of the real property constituting the common elements, except by the DEVELOPER, without the prior approval in writing by not less than two-thirds (2/3) of the Voting Members. Disapproval or failure of a Voting Member, owner or owners to approve any or all alteration or improvements approved by such Voting Members shall not relieve such owner or owners of their respective shares of the cost thereof.
4. Private Garden Area. Notwithstanding the foregoing provisions of this Article XI, the DEVELOPER shall have the right to designate an area adjacent to or abutting the residential building on a unit as a "private garden area". Such private garden area may be privately landscaped by the respective owner of the unit and all costs of such landscaping and the maintenance thereof shall be the sole obligation of that owner and shall not be a common expense of the Condominium. Failure of the owner to maintain the private garden area in a condition acceptable to the Board of Directors shall authorize the Association to act pursuant to Section A.1 (f) of this Article XI. Except as to the private area, no Owner shall plant or cause to be planted any plants, shrubs or trees of any nature upon the Condominium Property without the written consent of the Association.

## XII.

ASSESSMENTS

A. GENERALLY. The Board of Directors shall, with the assistance of the Management Firm, fix and determine from time to time the sum or sums necessary and adequate to provide for the common expenses of the Condominium, and such other sums as are specifically provided for in this Declaration, By-Laws and all other Exhibits attached hereto, for such period of time as

provided in the Management Agreement and any subsequent or substitute agreement of similar nature. The Association, through its Board of Directors, shall have the sole power to fix and determine from time to time the sum or sums necessary and adequate to provide for the common expenses of the Condominium and such other assessments as are specifically provided for in this Declaration, By-Laws and all other Exhibits attached hereto, but may be assisted in the determination thereof by the Management Firm. The procedure for the determination of all such assessments shall be as set forth in this Declaration, By-Laws and all other Exhibits attached hereto.

B. METHOD; DELINQUENCIES. The common expenses shall be assessed against each Condominium unit and owner as provided for in Article VII of this Declaration. Assessments and installments that are unpaid for ten (10) days after due date shall bear interest at the rate of fifteen (15) percent per annum from due date until paid, and at the sole discretion of the Board of Directors, or the Management Firm if the Board of Directors so elects, a late charge of Fifty Dollars (\$50.00) shall be due and payable on each individual unpaid assessment. Regular assessments shall be due and payable on the first (1st) day of each calendar month.

C. ASSESSMENT LIENS. The Association and the Management Firm, as long as a Management Agreement remains in effect, shall have a lien on each Condominium parcel for unpaid assessments, together with the aforesaid interest thereon and late charges, and against the unit owner of such Condominium parcel, together with a lien on all tangible personal property located on and within said parcel and unit thereon, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorney's fees and recording fees incurred by the Association or Management Firm incident to the collection of such delinquent, unpaid assessments or the enforcement of such lien, together with all sums advanced and paid by the Association or Management Firm for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association or Management Firm in order to preserve and protect its lien, shall be payable by the unit owner and secured by such lien. The aforesaid lien shall also include those sums advanced on behalf of a unit owner in payment of its obligation under any Management Agreement in effect and the Management Firm and Board of Directors may take such action or by enforcing and foreclosing said lien and may settle and compromise same if deemed in the best interests of the Condominium and the Association. Said lien shall be effective as and in the manner provided for by the Condominium Act and shall have the priorities provided for by the Condominium Act. The Management Firm, as long as any Management Agreement remains in effect, and the Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply as a cash credit against its bid all sums due, as provided herein, any lien in effect on said unit, including the lien being enforced. In case of such foreclosure, the Plaintiff shall be entitled to reasonable rental for the Condominium parcel for the period of time said parcel is occupied by the unit owner or anyone by, through or under said unit owner, and Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect said rental from the unit owner or occupant, at Plaintiff's option.

D. INSTITUTIONAL LIENS. Where an Institutional Mortgagee of a first mortgage of record or other purchaser of a Condominium unit obtains title to a condominium parcel as a result of foreclosure by the Institutional Mortgagee of its first mortgage or when an Institutional Mortgagee of record accepts a deed to said Condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable, during its ownership, for the share of common expenses or assessments by the Management Firm or Association pertaining to such Condominium parcel, or chargeable to the former unit owner of such parcel,

which became due prior to the foreclosure of said mortgage. Such unpaid share of common expenses or assessments shall be deemed to be a common expense of the Condominium, collectable from all of the unit owners, including such acquirer, his successors and assigns.

E. ASSIGNMENTS OF LIENS. Any person who acquires an interest in a unit, except through foreclosure of an Institutional Mortgagee's mortgage of record or by virtue of an Institutional Mortgagee accepting a deed to a Condominium parcel in lieu of foreclosure, as specifically provided hereinabove, including without limitation, persons acquiring title by operation of law and purchases at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former unit owners have been paid. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to DEVELOPER, or to any unit owner or group of unit owners, or to any third party.

### XIII.

#### SALE, RENTAL OR OTHER ALIENATION OF MORTGAGING OF CONDOMINIUM UNITS

A. SALE OR OTHER GENERAL ALIENATION OF UNITS. The sale, lease, or rental of any unit shall, except as otherwise provided in this Declaration, be governed by the following:

1. First Refusal Rights of Association. In the event any unit owner wishes to sell, transfer, lease or rent their unit, the Association shall have the option to purchase, lease or rent said unit upon the same conditions as are offered by the unit owner to a third party. Any attempt to sell, transfer, lease, or rent said unit without prior offer to the Association shall be deemed a breach of this Declaration and shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser, lessee, tenant, or other third party.

2. Notice. Should a unit owner wish to sell, lease, rent or transfer his Condominium unit or parcel, said owner shall, before accepting any offer to purchase, sell, lease, rent or transfer said Condominium unit or parcel, deliver to the Board of Directors a written Notice, hereinafter referred to in this Article XIII as "Notice", containing:

- (a) The terms of the offer said owner has received or wishes to accept.
- (b) The name and address of the party to whom the proposed sale, lease, rental or transfer is to be made.
- (c) Two (2) bank references.
- (d) Three (3) individual references, which shall be local if possible.
- (e) Such other information which, within five (5) days from receipt of such Notice, is required by the Board of Directors of the Association.
- (f) The Board of Directors is authorized to waive any or all of the items set forth in this Section 2.

3. Acceptance and Denial. The Board of Directors, within ten (10) days after receiving such Notice and such supplemental information as is required by the Board of Directors, shall either:

(a) ~~Consent to the transaction specified in said Notice by written statement to be delivered to the unit owner's unit or mailed to the place designated by the unit owner in his Notice; or~~

(b) Designate the Association or one (1) or more persons, either unit owners or any other person satisfactory to the Board of Directors, who are willing to purchase, lease or rent upon the same terms as those specified in the unit owner's Notice; or

(c) Object to the selling, leasing or renting to the prospective purchaser, lessee or tenant for good cause, which cause need not be set forth in the statement from the Board of Directors to the unit owners; provided, however, the Association shall not unreasonably withhold its consent to the prospective sale, lease or rental.

4. Procedure. The party stated by the Board of Directors in its statement shall have fourteen (14) days from the date in the statement sent by the Board of Directors within which to make a binding offer to buy, lease or rent upon the same terms and conditions specified in the unit owner's Notice. Thereupon, the unit owner shall either accept such offer or withdraw or reject the offer specified in the unit owner's Notice. Failure of the Board of Directors to designate such party or failure of said party to make such offer within the said fourteen (14) day period, or failure of the Board of Directors to object for good cause, shall be deemed consent by the Board of Directors to the transaction specified in the unit owner's Notice and the unit owner shall be free to make or accept the offer specified in his Notice and sell, lease or rent said interest pursuant thereto to the prospective purchaser, lessee or renter named therein within ninety (90) days after his Notice was given.

5. Consent Forms. The consent of the Board of Directors shall be in recordable form, signed by two (2) officers of the Association and shall be delivered to the purchaser, lessee or renter. Should the Board of Directors fail to act in the manner and within the time provided in this Article XIII, the Board of Directors shall, nevertheless, thereafter prepare and deliver its written approval, in recordable form, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors as herein set forth.

6. Leases and Rentals. The Association shall have the right to require that a substantially uniform form of lease or sublease be used or, in the alternative, approval by the Board of Directors of the lease or sublease form to be used shall be required. No lease or rental of any unit for a period of less than thirty (30) consecutive days shall be allowed unless specifically authorized at least ten (10) days prior to the commencement of such lease or rental. After approval, as herein set forth, entire units may be rented provided the occupancy is only by the renter, his family and guests. No individual rooms may be rented and no transient tenants may be accommodated.

7. Subleases and Subrentals. The subleasing or subrenting of a unit shall be subject to the same limitations as are applicable to the leasing or renting thereof.

8. Owner's Continuing Liability. The liability of the unit owner under this Section A shall continue, notwithstanding the fact that the owner may have leased, rented or sublet said interest as provided in this Section A of this Article XIII.

9. Corporate Owners. Where a corporate entity is the owner of a unit, it may designate the occupants of the units as it desires and for such periods of time as it desires without compliance with the provisions of this Section A of this Article XIII, except that such designation shall not be changed more

frequently than once every thirty (30) days. The foregoing shall not be deemed an assignment of subleasing of a unit and shall be deemed to be in compliance with the provisions of this Section A.

**B. MORTGAGE AND OTHER ALIENATION OF RIGHTS.**

1. Mortgages. Unit owner may not mortgage their unit or any interest therein without the approval of the Association except to an Institutional Mortgagee or as otherwise provided in this Section B of this Article XIII. The approval of any other Mortgagee may be upon conditions determined by the Board of Directors and said approval, if granted, shall be in recordable form, executed by two (2) officers of the Association. Where a unit owner sells their unit and takes back a mortgage, the approval of the Association shall not be required, but the Board of Directors shall, upon request, execute a recordable approval for such mortgage.

2. Judicial Sale. No judicial sale of a unit or any interest therein shall be valid unless:

(a) The sale is to a purchaser approved by the Association which approval shall be in recordable form, executed by two (2) officers of the Association and delivered to the purchaser; or

(b) The sale is a result of a public sale with open bidding.

**C. TRANSFER ON DEATH OF OWNER.**

1. Generally. In the event a unit owner is a natural person and dies and his unit is conveyed or bequeathed to some person other than his spouse, children or parents or if some other person is designated by the decedent's legal representative to receive the ownership of the Condominium unit, or if under state laws of descent and distribution the Condominium unit descends to some person or persons other than the decedent's spouse, children, or parents, the Board of Directors, within thirty (30) days of proper evidence of rightful designation served upon the President or any other officer of the Association is placed on actual notice of the said devise or descent, shall express its refusal or acceptance of the individual or entity so designated as the owner of the Condominium unit.

2. Consent Granted. If the Board of Directors shall consent, ownership of the Condominium unit may be transferred to the person or persons so designated who shall, thereupon, become the owner of the Condominium unit, subject to the provisions of this Declaration and all of the Exhibits attached hereto.

3. Consent Denied; Procedure. If the Board of Directors shall refuse to consent, then the Association shall be given an opportunity, during thirty (30) days after receipt of notice as set forth in Subsection 1 of this Section C within which to purchase or to furnish a purchaser for cash the Condominium unit at the then fair market value thereof. Should the parties fail to agree on the value of such Condominium unit, the same shall be determined by an appraiser appointed by the Senior Judge of the Circuit Court in and for the judicial circuit wherein the Condominium is located upon ten (10) days notice on the petition of any party in interest. The expense of appraisal shall be paid by the said designated person, entity or the legal representative of the deceased owner out of the amount realized from the sale of such Condominium unit. In the event the association does not exercise the privilege of purchasing or furnishing a purchaser for said Condominium unit within such period and upon such terms, the person or entity so designated may then take title to the Condominium unit or the legal representative of the deceased owner may sell said Condominium parcel and such sale shall be



subject in all other respects to the provisions of this Declaration and all the Exhibits attached hereto.

D. OTHER ALIENATION BY CERTAIN MORTGAGES AND DEVELOPER.

1. Institutional Mortgagee. An Institutional Mortgagee holding a mortgage on a Condominium, upon becoming the owner of a Condominium unit through foreclosure or by deed in lieu of foreclosure, shall have the unqualified right to sell, lease or otherwise transfer said unit, including the fee ownership thereof, or to mortgage said unit, without the prior approval of said Board of Directors. The provisions of Subsection 1 through 8, inclusive, of Section A; Subsection 1 through 2, inclusive, of Section B; Subsection 1 through 3, inclusive, of Section C; and Section E, all of this Article XIII shall be inapplicable to such Institutional Mortgagee.

2. DEVELOPER. The provisions of Section A, Section B and Section C of this Article XIII shall be inapplicable to DEVELOPER. DEVELOPER is irrevocably empowered, without any consent of the Association, to sell, lease, rent or mortgage Condominium, parcels or units and portions thereof to any purchaser, lessee renter or mortgagee approved by DEVELOPER.

E. MISCELLANEOUS PROVISIONS OF ALL FORMS OF ALIENATIONS.

1. Void Transactions. Any sale, lease, rental or mortgage which is not authorized pursuant to the terms of this Declaration shall be null and void unless subsequently approved by the Board of Directors, at its sole discretion, and said approval shall have the same effect as though it had been said, given and filed of record simultaneously with the instrument it approved.

XIV.

INSURANCE

A. FIRE AND CASUALTY. In addition to any insurance required by the Condominium Act to be carried by the Association, unit owners may be required by the Board of Directors to carry fire and casualty insurance upon the rebuilding requirements of this Declaration, or furnish proof of self-insurance capacity in a manner acceptable to the Board of Directors.

B. LIABILITY OF PARTIES. Each individual unit owner shall be responsible for the purchasing of liability insurance for accidents occurring in or upon their own unit. The unit owner shall have no personal liability for damages caused by the Association or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in their own unit to the same extent and degree as any other fee owner would be liable for an accident occurring within or upon their property.

C. OTHER. The Association shall purchase and pay for from time to time such insurance as is required by law and, in addition, as the Association shall deem appropriate to protect the common elements, including the roadways and other improvements to the common elements against damage from windstorm, fire, flood, hurricane and other hazards. The Association shall purchase a public liability insurance policy in the minimum amount of \$100,000/\$300,000 or such greater amount as the Association may from time to time deem appropriate. Premiums for the payment of said insurance shall be paid by the Association and shall be a common expense of the Condominium.

XV.

RECONSTRUCTION OR REPAIR

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A. UNITS.

1. Generally. In the event that any improvements or structure located within the Condominium unit shall be damaged or destroyed, it shall be the obligation of the owner of said condominium units so damaged or destroyed to repair or rebuild the damaged or destroyed structure and improvements on such unit as rapidly as may be practical under the circumstances. Such repair or rebuilding shall be in substantial conformity with the improvements and structure as they were prior to its damage or destruction, unless a variance therefrom is granted, in writing, by the Association.

B. CONDOMINIUM AND ASSOCIATION PROPERTY.

1. Determination to Reconstruct or Repair. If any part of the common elements or Association Property shall be destroyed or damaged by casualty, the property shall be reconstructed or repaired, unless it is determined pursuant to Article XXII of this Declaration that the Condominium shall be terminated.

2. Estimates of Costs. Immediately after a casualty which destroys or damages property for which the Association has the responsibility of reconstruction or repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

3. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all unit owners in sufficient amounts to provide funds to pay the estimated or actual costs.

4. Association as Agents. The Association is hereby irrevocably appointed Agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

5. Unit Owner Responsibility. The unit owner shall be responsible for replacement and repair of all casualty loss or damage to their unit.

C. EXCEPTIONS. Notwithstanding the foregoing provisions of this Article XV, the Association shall not be prohibited from entering into contracts for repairs having an aggregate cost of less than Five Thousand Dollars (\$5,000.000), nor from entering into contracts providing for work which is essential to preserve the property from further deterioration or damage pending collection of assessments.

XVI.

USE RESTRICTIONS

A. GENERALLY. The use of the Condominium Property shall be, except as to the DEVELOPER during construction of improvements upon the Condominium Property, in accordance with the following provisions:

1. Single Family Residence. The Condominium Property shall be used only for single family residences, and for the enjoyment of such residents. Each of the units for which provision is made by this Declaration shall be occupied only by a

single family as its residence and for no other purpose. No accessory building shall be placed upon the Condominium Property without the prior written consent of the Association.

2. 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 residents. All parts of the Condominium 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.

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

4. Fences and Hedges. Except as to fences or hedges established by DEVELOPER, no fences or hedges or similar improvements shall be erected or planted in any easements and the same shall not be erected or permitted upon a Condominium Parcel without written approval of the Association.

5. Clothes Drying. All outdoor clothes drying activities are hereby restricted to the rear yards and, in the cases of units with streets bordering two (2) sides, to that portion of the rear yards thereof which is more than twenty-five (25) feet from the edge of each street. All clothes poles shall be susceptible of being lifted and removed by one (1) person in one (1) minute's time and shall be removed immediately when not in use for clothes drying.

6. Trash Containers, Etc. 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.

7. Signs. Except as otherwise provided in this Paragraph, no signs of any nature whatsoever shall be erected or displayed upon any of the Condominium Property on any unit other than by DEVELOPER, except when express prior written approval of the size, shape, content and location thereof has been obtained from the Association. Every Owner has the right, without the consent of the Association, to place upon his Unit one (1), but only one (1), professionally made sign which shall not be larger than nine (9) square feet and which shall contain no wording other than "For Sale" or "For Rent", the name and address of one (1) registered real estate broker and a phone number of Owner or his agent.

8. Antennas. One (1) exterior radio, television or electronic antenna or aerial not exceeding twenty-five (25) feet in height above the crown of the street adjacent to the unit involved may be attached to the rear wall of each residential building. No other exterior radio, television or electronic antenna or aerial shall be erected, maintained or operated upon any of the condominium property or building, or structures located thereon, and the erection, maintenance or operation of any of the same is prohibited.

9. Vehicle Parking and Storage. 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 Properties' roadways is prohibited. The parking of trucks, trailers, motor homes, campers, recreational vehicles, vans, commercially used vehicles, boats, boat trailers and inoperable vehicles of any type on any of the Condominium Property is prohibited.

10. Insurance Rates. No owner shall permit or suffer anything to be done or kept on his unit or on the Condominium Property which will increase the rate of insurance on the other units, or which will obstruct or interfere with the rights of other owners or annoy them by unreasonable noises or create an unsightly condition.

11. License. Whenever it is necessary to enter upon any unit for the purpose of performing any maintenance, alteration or repair to the exterior of the unit or to any portion of common elements, the owner of each unit shall permit other owners or their representatives or the duly constituted and authorized agent of the Association to enter upon such unit, or any structure or improvement situate thereon, or to go upon the common elements constituting an appurtenance to any such unit for such purpose. Such entry shall be made at reasonable times and with reasonable advance notice, except in cases of emergency.

12. Modifications. Except without prior written unanimous approval of the Board of Directors, no owner shall cause any additions, modifications, improvements or changes to be made on the exterior of any structure or improvement upon their unit or parcel, including painting, stone work or veneer, 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 exterior of the unit or residence thereon.

13. Portable or Temporary Buildings. No portable or temporary building, shed, trailer, trailer base, tent, shack, garage, or other outbuilding may be placed or kept on any portion of the Condominium Property, except that construction sheds or trailers and temporary sanitary facilities may be placed on the Condominium Property and remain there temporarily during the course of active construction and development of the Condominium Property.

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

15. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any portion of the Condominium Property, except that dogs under twenty-five (25) pounds in weight, cats or other customary and usual household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and further provided whenever and at all times that any such household pet is outside the interior portion of the unit of the owner of the pet, such pet shall be leashed and be in full physical control by the owner or family member of the owner.

16. Perimeter Walls and Fences. No owner shall remove, modify, replace, repair, paint or stain any perimeter wall or fence of the Condominium Property or to attach anything whatsoever to such wall or fence or permit the growth of any plant, tree or shrub which shall abut such wall or fence which shall impede or increase the costs of the maintenance of such wall or fence.

17. Trees. No owner shall remove, damage, trim, prune or otherwise alter any tree on the Condominium Property, the trunk of which is four (4) inches or more in diameter at a point twenty-four (24) inches above the adjacent ground level, except as follows:

(a) With the express written consent of the Association.

(b) If the trimming, pruning or other alteration of such tree is necessary because the tree or a portion thereof creates an eminent danger to person or property and there is not sufficient time to contact the Association for their approval.

(c) It is the express intention of this Subsection (17) that the trees existing on the Condominium Property at the time of the recording of this Declaration, and those permitted to grow on the Condominium Property after said time, be preserved and maintained as best as possible in their natural state and condition. Accordingly, these provisions shall be construed in a manner most favorable to the preservation of that policy and intent.

18. Rules and Regulations. Reasonable rules and regulations, herein called "Rules and Regulations" concerning the use of the Condominium Property and conduct of residents may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such Rules and Regulations and amendments thereto shall be furnished by the Association to all unit owners of the Condominium.

19. DEVELOPER'S Use. Until such time as the DEVELOPER has completed all of the contemplated improvements and has sold all of the units contained within the Condominium Property, neither the unit owners nor the Association, nor their use of the Condominium Property shall interfere with the completion of the contemplated improvements or the sale of such units. The DEVELOPER reserves the right to make such use of the unsold units and the common elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office and model units, display of sales signs, showing of units for sale to prospective purchasers and the conduct of all aspects of its marketing activities. Such marketing activities shall extend to and include not only the sale of units in this Condominium, but also any other Condominium which may hereafter be constructed on the Overall Property, as described in Exhibit "B", by the DEVELOPER. No restrictions as to signs contained in this Declaration or any Rules and Regulations shall be applicable to the DEVELOPER.

20. 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. The amount of such tax or special assessment so paid or to be paid by the association shall be attributable to and assessed against each unit in the manner set forth in Section A of Article VII of this Declaration.

## XVII.

### MANAGEMENT AGREEMENT

A. GENERALLY. Attached hereto and by reference made a part hereof as Exhibit "G" to this Declaration of Condominium is a Management Agreement entered into by and between MAINLANDS UNIT SEVEN CONDOMINIUM ASSOCIATION, INC. and Regency Realty Management Division, Inc., a Florida corporation. By virtue of the

aforesaid Management Agreement, the Association has hired and retained Regency Realty Management Division, Inc., as Manager to manage and maintain the Condominium Property in accordance with the terms and tenor of the aforesaid Management Agreement and the applicable provisions of the Condominium Act for a term as set forth therein, it being the intention of the Association to provide for the competent, uniform and professional management and maintenance of the Condominium Property.

## XVIII.

AGE LIMITATION ON PERMANENT RESIDENTS

A. GENERALLY. In recognition of the fact that the development of the property contemplated by the Declaration of Condominium has been specifically 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, the use of any of the Condominium Property, and especially the occupancy of any of the units thereof, is hereby limited to permanent residents sixteen (16) years of age or older. For the purposes of this Section A, the term "permanent resident" shall mean any person who shall occupy and/or use a unit for thirty (30) or more consecutive calendar days or for forty-five (45) or more non-consecutive calendar days in any three hundred sixty-five (365) day period, which period shall commence with such person's first day of occupancy or use of such unit.

B. EXEMPTIONS. Section A of this Article XVIII shall not apply to a transfer to or purchase by an Institutional Mortgagee which acquired its title as a result of acquiring a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from mortgagor or his successor in title or through foreclosure proceedings. Nor shall Section A apply to a transfer to or a purchase by DEVELOPER, or a transfer, sale, rental, or lease by DEVELOPER.

C. DISCLAIMER. DEVELOPER, its agents, employees and legal counsel make no representations or warrants of any nature whatsoever, either express or implied, that the age limitation restriction set forth in this article XVIII is valid and enforceable in any action at law or equity or any administrative action. The express disclaimer set forth in this Section C shall not be construed as an express or implied warranty as to the enforceability or legality of any other provision of this Declaration by DEVELOPER, its agents, employees or legal counsel, except where such warranty is specifically set forth.

## XIX.

EASEMENTS

A. GENERALLY. Owners and lessees of units in the Condominium, and the members of their family and servants residing in said units, and the guests and invitees of the foregoing, shall be entitled to use, non-exclusively and subject to the rules and regulations of the Association:

1. Vehicles. All driveways and parking areas on the common elements, other than those constituting limited common elements, for vehicular traffic and parking.

2. Pedestrians. All sidewalks, roadways and walkways on the common elements for pedestrian ingress to and egress from the units from and to the public way and from and to other portions of the Condominium Property and the property described in Exhibit "B".

3. Other. The balance of the common elements, other than limited common elements, for the purpose for which the same are designed and intended.

B. UTILITIES. Easements are reserved through the Condominium Property as may be required for utility services in order to serve the Condominium Property and the Association Property. Utility service as used herein shall include, not be limited to, water, sewer, telephone, cable television, drainage, gas and electric service.

C. UTILITIES FOR OTHER LANDS. Association and owners of units in the Condominium consent hereby to an easement for utilities, including telephone, gas, water and electricity; sanitary sewer service; and irrigation and drainage in favor of all existing condominiums at MAINLANDS OF TAMARAC BY THE GULF and all abutting lands, their present owners and their successors and assigns. The easement set forth in this Section shall include the right to "tie in", join and attach to the existing utilities, sanitary sewer service, irrigation and drainage in the Condominium so as to provide access to these services to said condominium and abutting lands directly from the Condominium.

D. ENCROACHMENT. If any portion of the common elements encroaches upon any unit or any unit encroaches upon the common elements or another unit as a result of the construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

E. INGRESS AND EGRESS FOR OTHER LANDS. In addition to any reservation or dedication made by Condominium plot plan, Association and owners of units in the Condominium and any other Condominium operated by the Association, if any, consent hereby to an easement for vehicular and pedestrian traffic, including but not limited to that required for development and construction purposes, over and upon any present or future streets, roads, sidewalks and common elements in the Condominium in favor of all lands within all condominiums at MAINLANDS OF TAMARAC BY THE GULF, their present owners and their successors and assigns.

F. ADDITIONAL EASEMENTS. The Board of Directors shall have the right to create new easements for pedestrian and vehicular traffic and utility services across and through the common elements, other than the limited common elements; provided, however, that the creation thereof does not adversely effect the use of any unit.

G. INGRESS AND EGRESS PRESERVED. The promulgation of rules and regulations relative to the creation of new easements as provided for in this Article XIX shall not unreasonably interfere with ingress to and egress from a unit.

XX.

RIGHTS OF DEVELOPER

A. DEVELOPER'S RIGHTS RELATIVE TO THE ASSOCIATION.

1. Initial Board of Directors. Until such time as DEVELOPER shall have sold, and titled out fifteen (15) percent of the units that will ultimately be operated by the Association, and the Board of Directors of the Association shall consist of the initial Board of directors named in the Articles of Incorporation, subject to DEVELOPER'S right to remove and replace one (1) or more members thereof.

2. Subsequent Boards of Directors. When unit owners other than DEVELOPER own fifteen (15) percent or more of the units that will be operated ultimately by the Association, the unit owners other than DEVELOPER shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit owners other than DEVELOPER shall be entitled

to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales by DEVELOPER have been closed of fifty (50) percent of the units that will be operated ultimately by the Association, three (3) months after sales have been closed by DEVELOPER of ninety (90) percent of the units that will be operated ultimately by the Association or when all of the units that will be operated ultimately by the Association have been completed, some of them have been sold, and none of the others are being offered for sale by the DEVELOPER in the ordinary course of business, whichever shall first occur. DEVELOPER shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as DEVELOPER holds for sale in the ordinary course of business at least five (5) percent of the units in any Condominium operated by the Association. Prior to or within a reasonable time after the time that unit owners other than DEVELOPER elect a majority of the members of the Board of Directors of the Association, such reasonable time not to exceed sixty (60) days, DEVELOPER shall relinquish control of the Association and shall deliver to the Association all Property of the unit owners and of the Association held or controlled by DEVELOPER, including, but not limited to, the items specified by law, as to each Condominium operated by the Association. At such time as DEVELOPER shall surrender control of the association to the unit owners, a special meeting of the members of the Association shall be called for the election of a new Board of Directors which shall consist of five (5) persons, and upon such election formal control of the Association shall be vested in the unit owners; provided, however, that as long as DEVELOPER holds for sale in the ordinary course of business at least five (5) percent of the units in any Condominium operated by the Association, DEVELOPER shall be entitled to designate one (1) such member of the Board of Directors.

3. Removal and Replacement of Directors. Whenever DEVELOPER shall be entitled to designate any person or persons to serve on the Board of Directors of the association, such designation shall be made in writing, and DEVELOPER shall have the right to remove any person or persons with another person or other persons to act and serve in the place of any Director or Directors so removed for the remainder of the unexpired term of any Director or Directors so removed. Written instruments so designating or removing Directors shall be executed by or on behalf of the DEVELOPER and shall become effective upon delivery to the Secretary of the Association.

4. Non-disqualification. Any person designated by DEVELOPER serving on the Board of Directors of the Association shall not be required to disqualify himself upon any vote upon any management contract or other matter as to which DEVELOPER or the said Director may have a pecuniary or other interest. Similarly, DEVELOPER, as a member of the Association, shall not be required to disqualify itself in any vote which may come before the membership of the Association where the said DEVELOPER may have a pecuniary or other interest.

B. ASSIGNABILITY. All rights in favor of DEVELOPER reserved in this Declaration of Condominium and all Exhibits hereto, and in the Articles of Incorporation, and the By-Laws of the Association are freely assignable, in whole or in part, by DEVELOPER and may be exercised by the nominee of DEVELOPER or exercised by the successor or successors in interest to DEVELOPER other than the unit owners.

C. DEVELOPER TRANSFERS. No transfer of any unit by DEVELOPER whether by sale, lease, gift or otherwise, shall be subject to or require the approval of the Association.

D. SALES ACTIVITIES. The DEVELOPER shall have the right to transact on the Condominium Property any business necessary to consummate the sale or lease of units, including, but not limited to, the right to maintain Condominium models, and show units to



prospective purchasers or lessees. Any sales office, signs and all items pertaining to sales shall not be considered common elements of the Condominium and shall 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 terms and conditions as are applicable to all other unit owners, save for the exceptions otherwise set forth in this Declaration.

E. CHANGES IN PLANS AND SPECIFICATIONS. Anything in this Declaration to the contrary notwithstanding, the DEVELOPER is hereby authorized to make whatever changes it may deem necessary in the plans and specifications during the construction of improvements on the Condominium Property, including, but not limited to, enclosing, by screen or other method, balconies or patios. The DEVELOPER further reserves the right to alter the boundaries of units so long as DEVELOPER owns the units so altered, to decrease the number of units and to alter the boundaries of the common elements adjacent thereto as long as the DEVELOPER owns the units abutting the common elements where the boundaries are being altered; provided, however, that no such change shall be made without amendment of this Declaration; and further provided, that an amendment for such purpose need be executed and acknowledged only by DEVELOPER and approved by the Institutional Mortgagee, if any, of an institutional first mortgage covering the units so affected, whether the said units are encumbered by original mortgages or whether they are included in an overall construction mortgage on the Condominium Property. In no event shall such an amendment require the approval of the Association or any other unit owners.

F. EASEMENTS. DEVELOPER shall be entitled to exercise all easements set forth in Article XIX including ingress and egress of construction vehicles, crews and materials.

G. PARKING AND CARPORTS. DEVELOPER reserves the exclusive right, without creating any obligation to do so, to assign, from time to time for so long as DEVELOPER owns at least one (1) unit in the Condominium, to any one (1) or more units one (1) parking space each to any such units; provided, however, at no time shall any unit have assigned to it more than one (1) parking space. Such assignment shall be made by reference to the parking space as designated on the Plot Plan of the Condominium and shall be recorded, either as a separate instrument or contained within the deed of conveyance of the subject unit, at DEVELOPER'S option, in the Public Records of Pinellas County. Such parking space designations by DEVELOPER shall, upon recording, cause such parking space to become a perpetual limited common element appurtenant to the unit therewith designated and shall be irrevocable. DEVELOPER reserves the further exclusive right, without creating any obligation to do so, for as long as DEVELOPER owns at least one (1) unit in the Condominium, to construct upon, over and about any one (1) or more parking spaces within the Condominium carports of the type, style, design and materials selected by DEVELOPER. The costs of maintenance, repair and replacement of any such carports shall be a common expense of the Condominium. DEVELOPER shall have any and all easements necessary to construct the carports referred to in this Paragraph.

H. OTHER RIGHTS. DEVELOPER shall have the right to transact any business necessary to consummate sales or rentals of units or portions thereof, including but not limited to the right to maintain models, have signs, use the common elements and to show units. Sales offices, signs and all items pertaining to sales shall not be considered common elements and shall remain the property of DEVELOPER. DEVELOPER may use the recreational facility and a unit or units as a sales office or models.

I. CUMULATIVE RIGHTS. The rights of the DEVELOPER set forth in this Article XX shall be cumulative and, further, shall be additional to, but in no event limiting or restricting, any

XXI.

COMPLIANCE AND DEFAULT

A. GENERALLY. Each unit owner and every lessee, invitee, agent, servant, guest and family member of any owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations as they may be amended from time to time, and any failure to comply therewith shall entitle the Association or other unit owners to the following relief, in addition to the remedies provided by Chapter 718, Florida Statutes (1983):

1. Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by any act, action, inaction, neglect or carelessness, intentional or unintentional, of owner or any member of his family, guest, employee, agent, servant, invitee or lessee, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

2. Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, the By-Laws or the Rules and 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, including appellate attorneys' fees, as may be awarded by the Court.

B. NO WAIVER OF RIGHTS. The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of Chapter 718, Florida Statutes (1983), this Declaration, the Articles of Incorporation, the By-Laws or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

XXII.

TERMINATION

A. GENERALLY. The Condominium may be terminated in the following manner, in addition to the manner provided by Chapter 718, Florida Statutes (1983):

1. 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 seventy-five (75) percent of the units and of the record owners of all mortgages upon the units are obtained in writing not later than thirty (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 sixtieth (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:

(a) Exercise of Option. The option shall be exercised by delivery or mailing by Certified Mail to each of the record owners of the units to be purchased, of an agreement to purchase signed by the record owner 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.~~

(b) Price. The sale price for each unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the 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 (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit. A judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of this arbitration shall be paid by the purchaser.

(c) Payment. The purchase price shall be paid in cash.

(d) Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

2. Certificate. The termination of the Condominium in either of the manners set forth in Subsections 1 and 2 of this Section A shall be evidenced by a Certificate of the Association executed by the President or Vice President and Secretary or Assistant Secretary certifying as to facts effecting the termination, which Certificate shall become effective upon being recorded in the Public Records of the County in which the Condominium is located.

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

4. Amendment. This Article XXII concerning termination cannot be amended without consent of all unit owners, which term for this Paragraph only shall mean only Voting Members, and all record owners of mortgages upon units.

XXIII.

SEVERABILITY AND TITLES

A. 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 or the Articles of Incorporation, By-Laws or Rules and Regulations of the Association shall not affect the validity of the remaining portions thereof.

B. TITLES. The titles used in this Declaration for Articles, Sections, Subsections and Paragraphs hereof are for reference purposes only and shall not in any way affect the meaning, content or interpretation of this Declaration.

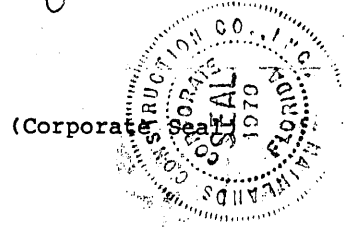
IN WITNESS WHEREOF, DEVELOPER has executed this Declaration the day and year first above written.

MAINLANDS CONSTRUCTION CO., INC.

By: [Signature]  
F. H. SATTES, JR., President

ATTEST:

[Signature]  
MICHAEL F. MC QUEEN, Secretary

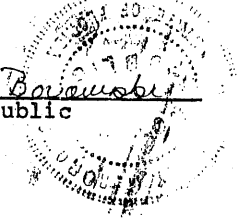


STATE OF FLORIDA )  
                          ) SS  
COUNTY OF HILLSBOROUGH }

The foregoing instrument was acknowledged before me this 19th day of July, 1984 by F. H. SATTES, JR., President and MICHAEL F. MC QUEEN, Secretary of MAINLANDS CONSTRUCTION CO., INC., a Florida corporation, on behalf of the corporation.

[Signature]  
Notary Public

My Commission Expires: 1/25/87



JOINDER AND CONSENT OF MORTGAGEE TO

DECLARATION OF CONDOMINIUM

THIS JOINDER AND CONSENT, made and entered into this 27th day of July, 1984, by FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION, organized and existing under the laws of the United States of America, hereinafter referred to as "FLORIDA FEDERAL".

WHEREAS, FLORIDA FEDERAL is the owner and holder of a certain mortgage dated November 23, 1983, and recorded November 23, 1983, as Clerk's Instrument Number 83234398 in Official Records Book 5648 at Page 2061 through 2069, inclusive, Public Records of Pinellas County, Florida, hereinafter referred to as "MORTGAGE"; and

WHEREAS, the MORTGAGE encumbers the lands described in Exhibit "A" attached to the Declaration of Condominium of Mainlands of Tamarac By The Gulf Unit Seven, a condominium, to which this Joinder and Consent is attached; and

WHEREAS, FLORIDA FEDERAL has agreed to join in and consent to the Declaration of Condominium of Mainlands of Tamarac By The Gulf Unit Seven, a condominium.

NOW, THEREFORE, FLORIDA FEDERAL does hereby agree and join in the creation of and consent to the recordation of the Declaration of Condominium of Mainlands of Tamarac By The Gulf Unit Seven, a condominium.

IN WITNESS WHEREOF, FLORIDA FEDERAL has caused this instruction to be executed by its duly authorized officers the day and year first above written.

(SEAL)

FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION

Brian Langley  
Larry J. Jinstad

BY: Suanne K. Yagmin  
Suanne K. Yagmin, Assistant Vice President  
ATTEST: Barbara A. Ireland  
Barbara A. Ireland, Assistant Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared SUANNE K. YAGMIN, and BARBARA A. IRELAND, as Assistant Vice President, and Assistant Secretary respectively, of FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION, organized and existing under the laws of the United States, and that they acknowledged executing the same freely and voluntarily, under authority duly vested in them by said Association, and that the Seal affixed thereto is the true seal of said Association.

WITNESS my hand and official seal in the County and State last aforesaid, this 27th day of July, 19 84.

  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida At Large.  
My Commission Expires MAR. 11, 1985

*3-11-85*

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS PARK, PINELLAS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 22, TOWNSHIP 30 SOUTH, RANGE 16 EAST; THENCE N. 00° 01' 02" E., 433.29 FEET ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 22; THENCE N. 89° 53' 28" W., 30.00 FEET TO THE "TRUE POINT OF BEGINNING" AND THE WEST RIGHT-OF-WAY LINE OF 40<sup>TH</sup> STREET NORTH; THENCE N. 89° 53' 28" W., 536.13 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 04° 00' 52" AND ARC DISTANCE OF 70.07 FEET, A CHORD DISTANCE OF 70.05 FEET AND A CHORD BEARING OF S. 88° 06' 06" W.; THENCE N. 31° 56' 24" W., 50.00 FEET; THENCE N. 16° 56' 41" E., 56.24 FEET; THENCE ALONG A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 105.00 FEET (CHORD BEARING N. 52° 29' 52" W., 73.74 FEET) THROUGH A CENTRAL ANGLE OF 41° 06' 55"; AN ARC LENGTH OF 75.35 FEET; THENCE N. 31° 56' 24" W., 55.70 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 105.00 FEET (CHORD BEARING N. 15° 57' 41" W., 57.81 FEET) THROUGH A CENTRAL ANGLE OF 31° 57' 26"; AN ARC LENGTH OF 58.56 FEET; THENCE N. 00° 01' 02" E., 347.74 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET (CHORD BEARING N. 44° 58' 58" W., 28.28 FEET) THROUGH A CENTRAL ANGLE OF 90° 00' 00"; AN ARC LENGTH OF 31.42 FEET; THENCE ALONG A COMPOUND CURVE HAVING A RADIUS OF 140.13 FEET (CHORD BEARING S. 83° 29' 51" W., 31.82 FEET) THROUGH A CENTRAL ANGLE OF 13° 02' 22"; AN ARC LENGTH OF 31.89 FEET; THENCE ALONG A REVERSE CURVE HAVING A RADIUS OF 170.13 FEET (CHORD BEARING S. 83° 29' 51" W., 38.63 FEET) THROUGH A CENTRAL ANGLE OF 13° 02' 22"; AN ARC LENGTH OF 38.72 FEET; THENCE N. 89° 58' 58" W., 52.54 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET (CHORD BEARING S. 50° 59' 15" W., 25.19 FEET) THROUGH A CENTRAL ANGLE OF 78° 03' 34"; AN ARC LENGTH OF 27.25 FEET; THENCE ALONG A REVERSE CURVE HAVING A RADIUS OF 38.00 FEET (CHORD BEARING N. 66° 51' 58" W., 74.56 FEET) THROUGH A CENTRAL ANGLE OF 202° 21' 27"; AN ARC LENGTH OF 134.21 FEET; THENCE RADIAL N. 55° 41' 05" W., 29.44 FEET; THENCE N. 00° 01' 02" E., 85.00 FEET; THENCE S. 89° 58' 58" E., 130.00 FEET; THENCE N. 85° 26' 36" E., 100.32 FEET; THENCE S. 89° 58' 58" E., 745.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF 40<sup>TH</sup> STREET NORTH; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, S. 00° 01' 02" W., 725.86 FEET TO THE "TRUE POINT OF BEGINNING".

CONTAINING 12.405 ACRES MORE OR LESS.

EXHIBIT "A"

PAGE ONE OF ONE PAGE





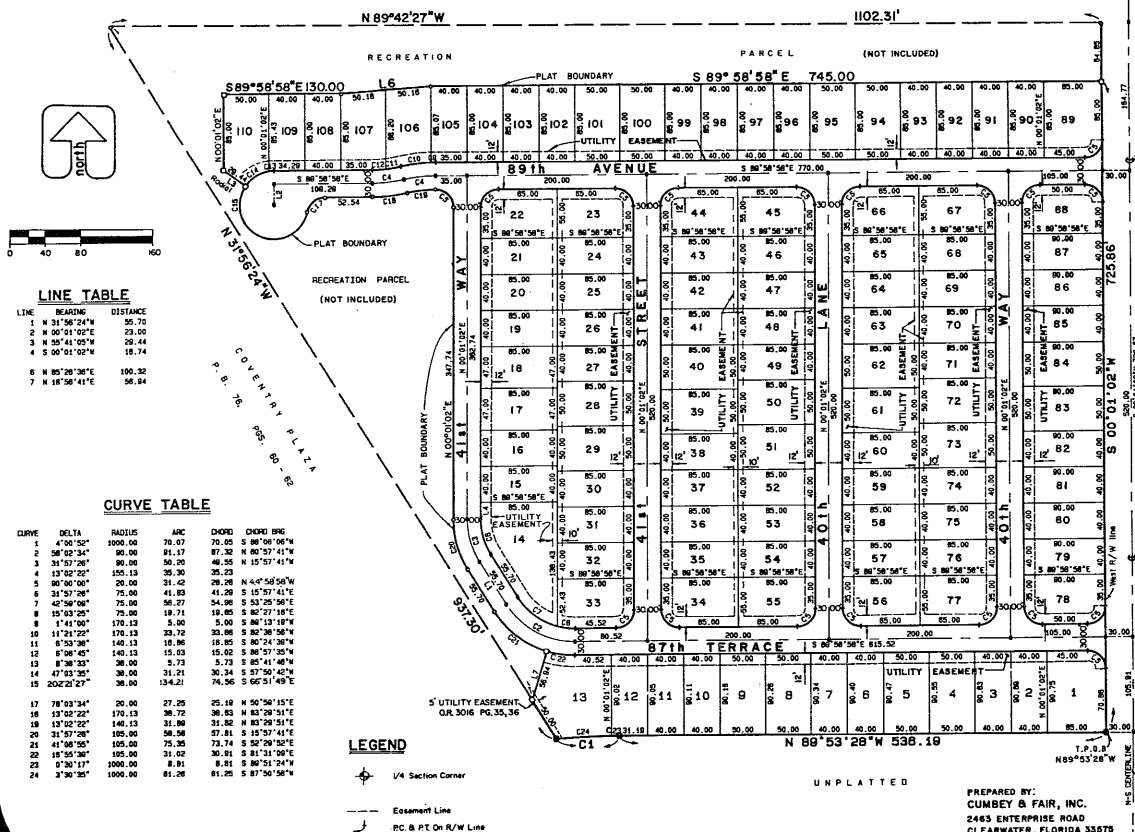
# THE MAINLANDS OF TAMARAC BY THE GULF, UNIT SEVEN, A CONDOMINIUM

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

THE MAINLANDS OF TAMARAC BY THE GULF

UNIT FIVE - PHASE II AND III

C.P.B. 26, PGS. 71-76



**LINE TABLE**

LINE	BEARING	DISTANCE
1	N 31°56'24\"W	59.70
2	S 00°01'02\"E	23.00
3	N 50°41'05\"W	26.44
4	S 00°01'02\"E	18.74
5	N 85°28'38\"E	100.32
6	N 18°56'41\"E	56.84

**CURVE TABLE**

CURVE	DELTA	RADIUS	ARC	CHORD	CHORD BEG.
1	4°50'52\"	1000.00	76.67	72.02	S 88°00'00\"W
2	58°05'34\"	80.00	81.17	87.32	N 80°57'41\"W
3	31°57'28\"	80.00	50.30	46.35	N 15°57'41\"W
4	13°02'20\"	155.13	26.36	25.23	
5	80°50'00\"	20.00	31.42	29.28	N 4°58'58\"W
6	31°57'28\"	75.00	41.83	41.29	S 15°57'41\"E
7	42°58'08\"	75.00	96.27	54.86	S 33°28'56\"E
8	15°03'25\"	75.00	18.71	18.85	S 82°27'18\"E
9	1°41'00\"	170.13	5.00	5.00	N 88°13'18\"W
10	11°21'22\"	170.13	23.72	23.86	S 87°38'58\"W
11	6°53'38\"	140.13	19.86	19.85	S 80°24'38\"W
12	6°58'45\"	140.13	15.03	15.02	S 87°07'25\"W
13	8°38'53\"	36.00	5.73	5.73	S 85°41'48\"W
14	47°03'35\"	36.00	31.21	30.34	S 57°50'40\"W
15	20°25'27\"	36.00	134.21	74.56	S 66°31'48\"E
16	78°03'34\"	30.00	27.25	25.19	N 30°28'15\"E
17	13°02'22\"	170.13	36.72	36.83	N 83°28'31\"E
18	13°02'22\"	140.13	31.80	31.82	N 83°28'31\"E
19	31°57'28\"	105.00	58.58	57.81	S 15°57'41\"E
20	41°58'50\"	105.00	75.35	73.74	S 52°28'52\"E
21	19°55'38\"	105.00	31.62	30.81	S 81°31'09\"E
22	9°50'17\"	1000.00	8.81	8.81	S 80°57'24\"W
23	3°30'35\"	1000.00	81.28	81.25	S 87°58'58\"W

**LEGEND**

- ⊕ 1/4 Section Corner
- Easement Line
- ⌋ RC & PT On R/W Line

PREPARED BY:  
CUMBEY & FAIR, INC.  
2463 ENTERPRISE ROAD  
CLEARWATER, FLORIDA 33875

SHEET 2 OF 2

PAGE TWO OF TWO PAGES

EXHIBIT "B"

11-5886 AC 974

UNPLATTED

N.E. COR. SE. 1/4 SW. 1/4  
SEC. 22, TWP. 30S., R. 16E.

40th STREET NORTH

S. 1/4 COR. SEC. 22,  
TWP. 30S., R. 16E.

(37)

This Page Not Used

See Surveyor's Certificate on Page 95.

EXHIBIT "C"

(38)

Recreation Parcel

A parcel of land lying in the Southwest 1/4 of Section 22, Township 30 South, Range 16 East, Pinellas County, Florida and being more fully described as follows:

Commence at the South 1/4 corner of said Section 22; thence along the North-South centerline of said section, N. 00°01'02" E., 1223.96 feet; thence N. 89°49'27" W., 30.00 feet to the POINT OF BEGINNING; thence along the South line of THE MAINLANDS OF TAMARAC BY THE GULF UNIT FIVE - PHASE II, as recorded in Condominium Plat Book 26, Pages 71 through 76 of the Public Records of Pinellas County, Florida, N. 89°49'27" W., 1102.31 feet; thence along the East line of COVENTRY PLAZA, as recorded in Plat Book 76, Pages 60 through 62 of the Public Records of Pinellas County, Florida, S. 31°56'24" E., 887.30 feet; thence leaving said East line, N. 16°56'41" E., 56.94 feet; thence along a non-tangent curve concave Northeasterly having a radius of 105.00 feet (C.B. N. 52°29'52" W., 73.74 feet) through a central angle of 41°06'55" an arc length of 75.35 feet; thence N. 31°56'24" W., 55.70 feet; thence along a curve to the right having a radius of 105.00 feet (C.B. N. 15°57'41" W., 57.81 feet) through a central angle of 31°57'26", an arc length of 58.56 feet; thence N. 00°01'02" E., 347.74 feet; thence along a curve to the left having a radius of 20.00 feet (C.B. N. 44°58'58" W., 28.28 feet) through a central angle of 90°00'00", an arc length of 31.42 feet; thence along a compound curve having a radius of 140.13 feet (C.B. S. 83°29'51" W., 31.82 feet) through a central angle of 13°02'22", an arc length of 31.89 feet; thence along a reverse curve having a radius of 170.13 feet (C.B. S. 83°29'51" W., 38.63 feet) through a central angle of 13°02'22", an arc length of 38.72 feet; thence N. 89°58'58" W., 52.54 feet; thence along a curve to the left having a radius of 20.00 feet (C.B. S. 50°59'15" W., 25.19 feet) through a central angle of 78°03'34", an arc length of 27.25 feet; thence along a reverse curve having a radius of 38.00 feet (C.B. N. 66°51'58" W., 74.56 feet) through a central angle of 202°21'27", an arc length of 134.21 feet; thence radial N. 55°41'05" W., 29.44 feet; thence N. 00°01'02" E., 85.00 feet; thence S. 89°58'58" E., 130.00 feet; thence N. 85°26'36" E., 100.32 feet; thence S. 89°58'58" E., 745.00 feet; thence along a line, 30.00 feet West of and parallel to the North-South centerline of said Section 22, N. 00°01'02" E., 64.85 feet to the Point of Beginning.

Containing 3.126 acres more or less

Subject to easements and rights-of-way of record.

EXHIBIT "D"

PAGE ONE OF SIX PAGES

J.N. 0170  
(gl/pwg)  
11/18/82

**CUMBEY & FAIR INC.**  
**CONSULTING CIVIL ENGINEERS**



2463 Enterprise Road  
Clearwater, FL 33515

(39)

**THE MAINLANDS OF  
TAMARAC BY THE GULF  
UNIT SEVEN  
(PROPOSED)  
RECREATION PARCEL**



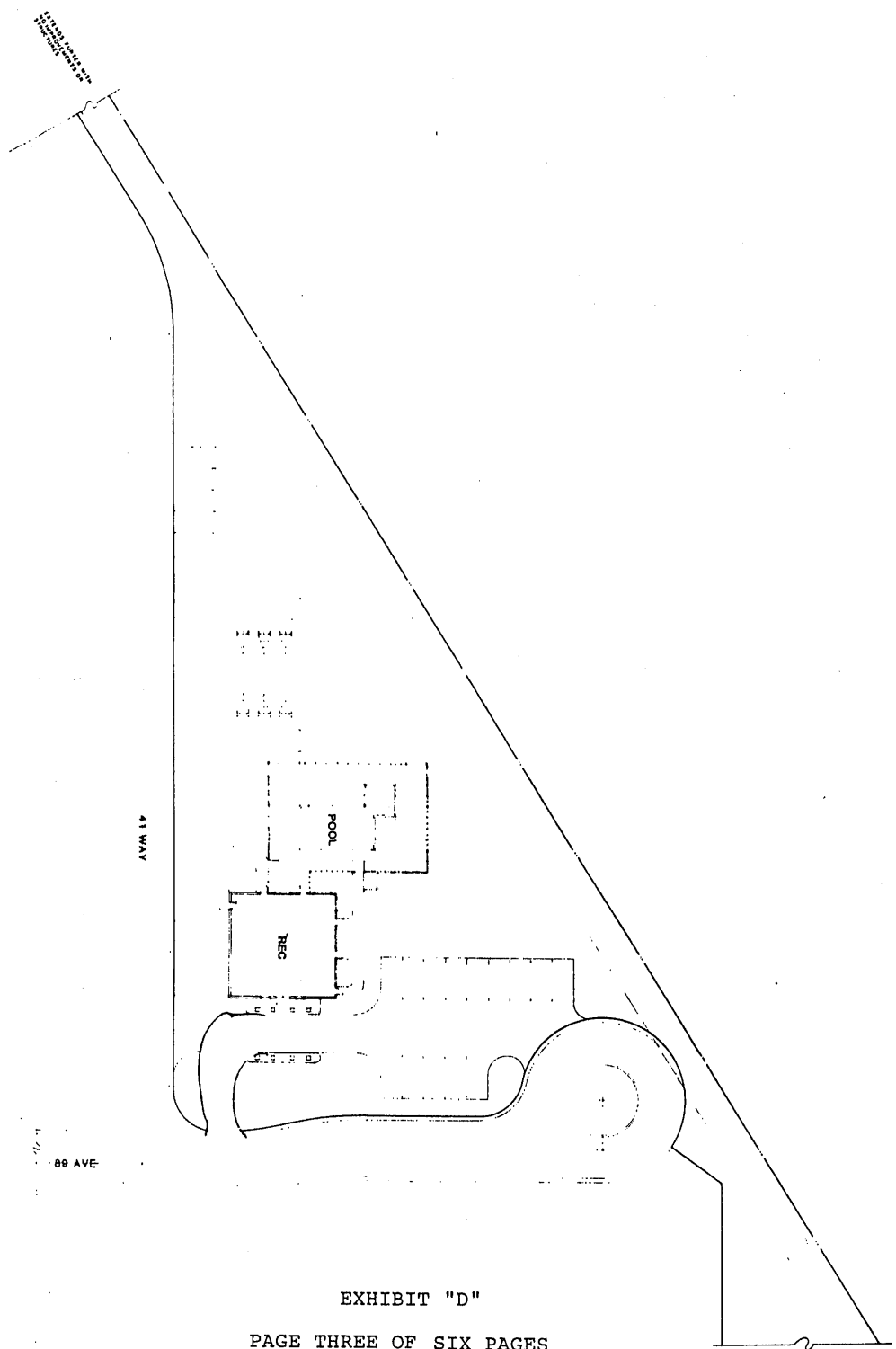


EXHIBIT "D"

PAGE THREE OF SIX PAGES



the mainlands of tamarac  
by the gulf

the design advocates inc

Return To:  
This Instrument Prepared By:  
RONALD R. GOLLER, ESQUIRE  
202E Northwood Plaza  
2531 Landmark Drive  
Clearwater, Florida 33519

This is a convenience transfer  
for consideration of less than  
\$100.00

WARRANTY DEED

THIS WARRANTY DEED made the \_\_\_\_ day of \_\_\_\_\_, 19 \_\_,  
by:

MAINLANDS CONSTRUCTION CO., INC.  
a Florida corporation,  
hereinafter referred to as "Grantor",

and

MAINLANDS UNIT SEVEN CONDOMINIUM  
ASSOCIATION, INC.  
a Florida corporation not for profit,  
1201 Swann Avenue  
Tampa, Florida 33606,  
hereinafter referred to as "Grantee".

W I T N E S S E T H :

The Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Pinellas County, Florida, described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof.

SUBJECT, HOWEVER, to the following:

1. Conditions, limitations, easements and restrictions of record.
2. Taxes for the year of conveyance and subsequent years.
3. A perpetual easement in favor of Grantor, its successor and assigns and any and all condominiums developed or to be developed as MAINLANDS OF TAMARAC BY THE GULF UNIT SIX AND MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN, for the purpose of developing, building or constructing and maintaining at Grantor's sole option and discretion, a lift station or similar facility and all appurtenances necessary thereto and for ingress thereto and egress therefrom. This easement shall not be construed to place any obligation upon Grantor to develop, build, construct or maintain said facility or appurtenances.
4. A perpetual easement in favor of Grantor, its successor and assigns, and utility companies as they may require for the installation of telephone, electric, storm drainage, water, sewer, irrigation and other facilities as may be desired or required.

EXHIBIT "D"

PAGE FOUR OF SIX PAGES

Ronald R. Goller, Attorney at Law  
Suite 202E, 2531 Landmark Dr., Clearwater, FL 33519

5. The terms and conditions of Declaration of Condominium, including but not limited to all rights of Grantor, its successors and assigns as Developer, of any and all condominiums which are or hereafter may be made subject to the control or operation by Grantee and each and every of the exhibits to said Declarations.

And Grantor does hereby fully warrant the title to said real property and will defend same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused its undersigned officer to execute this instrument on its behalf and to have placed hereon its corporate seal the year and day first above written.

(CORPORATE SEAL)

MAINLANDS CONSTRUCTION  
CO., INC.

BY: \_\_\_\_\_  
F. H. SATTES, JR.,  
President

Attest:

\_\_\_\_\_  
Michael F. McQueen,  
Secretary

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_, by F. H. Sattes, Jr., of MAINLANDS CONSTRUCTION CO., INC., a Florida corporation on behalf of the corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

EXHIBIT "D"

PAGE FIVE OF SIX PAGES

A parcel of land lying in the Southwest 1/4 of Section 22, Township 30 South, Range 16 East, Pinellas County, Florida and being more fully described as follows:

Commence at the South 1/4 corner of said Section 22; thence along the North-South centerline of said section, N. 00°01'02" E., 1223.96 feet; thence N. 89°49'27" W., 30.00 feet to the POINT OF BEGINNING; thence along the South line of THE MAINLANDS OF TAMARAC BY THE GULF UNIT FIVE - PHASE II, as recorded in Condominium Plat Book 26, Pages 71 through 76 of the Public Records of Pinellas County, Florida, N. 89°49'27" W., 1102.31 feet; thence along the East line of COVENTRY PLAZA, as recorded in Plat Book 76, Pages 60 through 62 of the Public Records of Pinellas County, Florida, S. 31°56'24" E., 887.30 feet; thence leaving said East line, N. 16°56'41" E., 56.94 feet; thence along a non-tangent curve concave Northeasterly having a radius of 105.00 feet (C.B. N. 52°29'52" W., 73.74 feet) through a central angle of 41°06'55" an arc length of 75.35 feet; thence N. 31°56'24" W., 55.70 feet; thence along a curve to the right having a radius of 105.00 feet (C.B. N. 15°57'41" W., 57.81 feet) through a central angle of 31°57'26", an arc length of 58.56 feet; thence N. 00°01'02" E., 347.74 feet; thence along a curve to the left having a radius of 20.00 feet (C.B. N. 44°58'58" W., 28.28 feet) through a central angle of 90°00'00", an arc length of 31.42 feet; thence along a compound curve having a radius of 140.13 feet (C.B. S. 83°29'51" W., 31.82 feet) through a central angle of 13°02'22", an arc length of 31.89 feet; thence along a reverse curve having a radius of 170.13 feet (C.B. S. 83°29'51" W., 38.63 feet) through a central angle of 13°02'22", an arc length of 38.72 feet; thence N. 89°58'58" W., 52.54 feet; thence along a curve to the left having a radius of 20.00 feet (C.B. S. 50°59'15" W., 25.19 feet) through a central angle of 78°03'34", an arc length of 27.25 feet; thence along a reverse curve having a radius of 38.00 feet (C.B. N. 66°51'58" W., 74.56 feet) through a central angle of 202°21'27", an arc length of 134.21 feet; thence radial N. 55°41'05" W., 29.44 feet; thence N. 00°01'02" E., 85.00 feet; thence S. 89°58'58" E., 130.00 feet; thence N. 85°26'36" E., 100.32 feet; thence S. 89°58'58" E., 745.00 feet; thence along a line, 30.00 feet West of and parallel to the North-South centerline of said Section 22, N. 00°01'02" E., 64.85 feet to the Point of Beginning.

Containing 3.126 acres more or less

Subject to easements and rights-of-way of record.

EXHIBIT "A" TO WARRANTY DEED

EXHIBIT "D"

PAGE SIX OF SIX PAGES



OF

MAINLANDS UNIT SEVEN CONDOMINIUM ASSOCIATION, INC.  
A CORPORATION NOT FOR PROFIT

1. Name and Place of Business. The name of the Corporation is MAINLANDS UNIT SEVEN CONDOMINIUM ASSOCIATION, INC. The place of business shall be 1201 Swann Avenue, Tampa, Florida 33606 or such other place in Florida as the Board of Directors may determine from time to time.

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 purposes 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 OF TAMARAC BY THE GULF UNIT SEVEN, a Condominium, and to transact any or all lawful business. Said condominium is herein called "Condominium" and the Declaration of Condominium". A description of the lands of the Condominium is set forth in the 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 by delivering to the Corporation a certified copy of each instrument. Immediately upon such recordation and delivery, the owner designated by such instrument shall thereby become a member of the Corporation. The membership of the prior owner of such condominium shall be thereby terminated.

4. Term. The existence of the Corporation shall be perpetual unless the Condominium is terminated pursuant to the provisions of its Declaration and, in that event of such termination, the Corporation shall be dissolved in accordance with law.

5. Names and Residences of Subscribers. The names and addresses of the subscribers to these Articles of Incorporation are:

F. H. Sattes, Jr.	1201 Swann Avenue Tampa, Florida 33606
William L. Case	1201 Swann Avenue Tampa, Florida 33606
Michael McQueen	1201 Swann Avenue Tampa, Florida 33606

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 the powers set forth in Article 11 hereof, particularly those set forth in Articles 11.3 and 11.4, notwithstanding the fact that some or all of them who may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or consummation of the agreements executed pursuant to such powers are some or all of the persons with whom the Corporation enters into such agreements. Disclosure of such agreements by setting forth the same in the Declaration, as initially declared or subsequently redeclared or

EXHIBIT "E"

PAGE 1 OF 3 PAGES

Ronald R. Goller, Attorney at Law  
Suite 202E, 2531 Landmark Dr., Clearwater, FL 33519

(45)

amended, shall stand as an absolute and confirmation of such agreements and the valid exercise by the directors and officers of this Corporation of the powers pertinent thereto.

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

President	F. H. Sattes, Jr.
Vice President	William L. Case
Secretary	Michael McQueen
Treasurer	Michael McQueen

8. Board of Directors. The Board of Directors shall consist of not less than three (3) nor more than five (5) persons, as shall hereafter be provided, from time to time, by the By-Laws of the Corporation. The initial Board of Directors shall consist of three (3) persons and the names and addresses of the persons who are to serve as such, until the first election thereof, are as follows:

F. H. Sattes, Jr.	1201 Swann Avenue Tampa, Florida 33606
William L. Case	1201 Swann Avenue Tampa, Florida 33606
Michael McQueen	1201 Swann Avenue Tampa, Florida 33606

9. By-Laws. The original By-Laws are to be made by the Board of Directors and shall be those By-Laws annexed to the Declaration. They may thereafter be amended, altered or rescinded only in accordance with the provisions of such By-Laws and the Declaration relating to amendment.

10. Amendment of Articles. These Articles of Incorporation may only be amended by a two-thirds (2/3) vote of the voting members as defined in the Declaration of Condominium.

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

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

11.2 Chapter 718. All the powers of an Association as set forth in Chapter 718, Florida Statutes (1983), as amended.

11.3 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 By-Laws relative thereto.

11.4 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 and delegated to it by the Declaration and/or By-Laws.

12. Initial Registered Office and Agent. The street address of the initial registered office of this Corporation is 1201 Swann Avenue, Tampa, Florida 33606, and the name of the initial Registered Agent of this Corporation is F. H. Sattes, Jr.

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Ronald R. Goller, Attorney at Law  
Suite 202E, 2531 Landmark Dr., Clearwater, FL 33519

ACCEPTED: F. H. SATTES, JR.

13. Indemnification. The Corporation shall indemnify any officer or director or any former officer or director to the full extent permitted by law.

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 \_\_\_\_\_ day of \_\_\_\_\_, 1984.

Witnesses:

\_\_\_\_\_

\_\_\_\_\_ F. H. SATTES, JR.

\_\_\_\_\_

\_\_\_\_\_ WILLIAM L. CASE

\_\_\_\_\_

\_\_\_\_\_ MICHAEL MC QUEEN

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized to take acknowledgments in the State and County aforesaid, personally appeared F. H. SATTES, JR., WILLIAM L. CASE and MICHAEL MC QUEEN, to me known to be the persons described as Incorporators in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they subscribed to these Articles of Incorporation.

WITNESS my hand and official seal in the County and State named above, this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

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## OF

## MAINLANDS UNIT SEVEN CONDOMINIUM ASSOCIATION, INC.

A Florida Corporation not for profit

ARTICLE I  
GENERAL

A. Name. The name of the Corporation shall be MAINLANDS UNIT SEVEN CONDOMINIUM ASSOCIATION, INC.

B. Principal Office. The principal office of the corporation shall be 1201 Swann Avenue, Tampa, Florida 33606, or may be at such other place as may be subsequently designated, from time to time, by the Board of Directors.

C. Definition. As used herein, the term "Association" shall be as defined in any Declaration of Condominium to which these By-Laws are attached (the "Declaration") and all other words as used herein shall have the same definitions as attributed to them in said Declaration. The Corporation has been organized for the purpose of administering (but not exclusively unless so provided in the Corporation's Articles of Incorporation) the Condominium created by the Declaration to which these By-Laws are attached.

ARTICLE II  
DIRECTORS

A. Number and Term. The number of Directors who shall constitute the whole Board shall be no less than three (3) and no more than five (5). The initial Board shall consist of three (3) Directors. Until succeeded by Directors elected at the first annual meeting of members, Directors need not be members; thereafter, all Directors shall be members' provided, however, that no Director elected by the Developer as provided in the Declaration, these By-Laws or Chapter 718, Florida Statutes, shall be required to be a member of the Association. Within the limits above specified, the number of Directors shall be determined by the voting members at the annual meeting. The Directors shall be elected at the annual meeting of the members, and each Director shall be elected to serve for the term of one (1) year or until his successor shall be elected and shall qualify.

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

C. Removal. Directors may be removed with or without cause by an affirmative vote of a majority of the members.

D. Qualification. Except as to Directors appointed by the DEVELOPER, Directors must be owners of units within the Condominium to qualify as Directors.

E. Resignation. Any Director may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Association, unless some future time be fixed in the resignation, and then from that date.

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The acceptance of a resignation shall not be required to make it effective.

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F. First Board of Directors. The first Board of Directors shall consist of the persons so named in the Articles of Incorporation who shall hold office and exercise all powers of the Board of Directors until the first membership meeting, anything to the contrary notwithstanding; provided, any or all said Directors shall be subject to replacement in the event of resignation or death, as provided in Section C hereof.

G. Powers. The property and business of the Association shall be managed by the Board of Directors, who may exercise all corporate powers not specifically prohibited by statutes, the Articles of Incorporation or the Declaration. The powers of the Board of Directors shall include, but not be limited to, the following items:

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

2. To use and expend the assessments collected.

3. To maintain, care for and preserve the units, Condominium property and Association property, except for those portions thereof which are required to be maintained, cared for and preserved by the unit owners.

4. To purchase the necessary equipment and tools required in the maintenance, care and preservation, referred to in this Section G.

5. To enter upon the units when necessary and with as little inconvenience to the owner as possible in connection with such maintenance, care and preservation.

6. To insure and keep insured said Condominium property and Association 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.

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

8. To employ and/or contract with, if deemed desirable, a maintenance service contractor and/or a manager who shall maintain, service and/or manage the Condominium property, Association property and related facilities, and to delegate to such contractor or manager such duties as may be necessary in connection with the operation of properties and facilities.

9. To employ workmen, janitors and gardeners and to purchase supplies and equipment and to enter into contracts in connection with any of the foregoing items or for other services deemed desirable.

10. To make reasonable rules and regulations for the use and occupancy of the Condominium property and the Association property.

H. Meetings. Meetings of the Board of Directors shall be had as follows:

1. The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable.

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2. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meeting shall, nevertheless, be given to each Director personally or by mail, telephone or telegraph at least five (5) days prior to the day named for the meeting.

3. Special meetings of the Board of Directors may be called by the President on three (3) 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 two (2) Directors.

4. 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 Articles of Incorporation or by these By-Laws. If a quorum shall not be present at any meeting of the Directors, the Directors thereat may adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present.

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

1. Roll call.
2. Reading of minutes of last meeting.
3. Consideration of communications.
4. Resignations and elections.
5. Report of officers and employees.
6. Reports of committees.
7. Unfinished business.
8. Original resolutions and new business.
9. Adjournment.

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

### ARTICLE III OFFICERS

A. Executive Officers. The executive officers of the Association shall be President, Vice President, Secretary and Treasurer, all of whom shall be elected annually by the Board of Directors. If the Board so determines, there may be more than one (1) Vice President.

B. 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 who shall have such authority and perform such duties as from time to time may be prescribed by the Board of Directors.

C. Election. The Board of Directors at its first meeting after each annual meeting of general members shall elect a President, a Vice President, a Secretary and Treasurer, none of whom need be a member of the Board of Directors or a member of the Association.

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

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E. The President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the unit owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to this office and which may be delegated to him from time to time by the Board of Directors.

F. Vice President. The Vice President shall perform all of the duties of the President in his absence, and such other duties as may be required of him from time to time by the Board of Directors.

G. The Secretary. The Secretary shall issue notices of all Board of Directors' meetings and all meetings of the members; shall attend and keep the minutes of such meetings; and, shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer. The Assistant Secretary, if any, shall perform those duties of the Secretary when the Secretary is absent.

H. The Treasurer.

1. The Treasurer shall have custody of the Association's funds and securities, except the funds payable to the Manager as provided in the Management Agreement attached to the Declaration or any other applicable Management Agreement, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect on account for each unit in the manner required by law.

2. The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

3. The Treasurer shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

4. The Treasurer shall give status reports to potential transferees on which reports the transferees may rely.

5. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent.

I. Replacement by Manager. The duties and responsibilities of the Treasurer, Assistant Treasurer, Secretary and Assistant Secretary may be fulfilled, in whole or in part, by the Manager as provided in the Management Agreement attached to the Declaration or any other applicable Management Agreement if such duties are required of Manager in any such Management Agreement.

J. Vacancies. If the office of the President, Vice President, Secretary or Treasurer becomes vacant by reason of death, resignation, disqualification or otherwise, the Board of Directors, by a majority vote of the whole Board of Directors, may choose a successor or successors who shall hold office for the unexpired term.

K. Resignation. Any Officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Association, unless some

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future 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

A. Generally. There shall be no stock certificates issued by this Association.

B. Transfer of Membership. Transfer of membership shall be made only on the books of the Association, and notice of acceptance of such transferee as a member of the Association shall be given in writing to such transferee by the President and Secretary of the Association. Transferor, in such instance, shall automatically no longer be a member of the Association. Membership in the Association may be transferred only as an incident to the transfer of a Condominium parcel, and shall be subject to the procedures set forth in the Declaration.

C. Voting; Certificates; Voting Member. The members of this Association shall be entitled to cast one (1) vote for each Condominium unit owned by them. The person entitled to cast the vote for the Condominium unit shall be designated by a certificate signed by all of the record owners of the Condominium unit and filed with the Secretary of the Association. If a Condominium unit is at any time owned by a corporation, the person entitled to cast the vote for the Condominium unit shall be designated by a certificate signed by the President or Vice President of the Association and filed with the Secretary of the Association. The person named and designated in such voting certificate as the person who shall cast the vote for such Condominium unit shall be referred to as the "voting member". Any such voting certificate must be filed with the Secretary prior to the commencement of any meeting at which the vote represented by such certificate, including any proxy therefor, is to be cast or used to calculate a quorum. Each such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Condominium unit represented by such certificate. A certificate designating the person entitled to cast the vote of a Condominium Unit may be revoked by any unit Owner thereof. If such a certificate is not on file, or if such has been revoked, the vote of such owner and such unit shall not be considered in determining the requirement for a quorum or for any other purpose.

ARTICLE V  
MEETINGS OF MEMBERSHIP

A. Place. All meetings of the members of the Corporation shall be held at the property of the Corporation or such other place as may be stated in the notice.

B. Annual Meeting. Members shall meet at least once in each calendar year after calendar year 1984, and such meeting shall be the annual meeting, provided however, that the first annual meeting shall be held within one (1) year after first certificate of occupancy is issued on a unit in Mainlands of Tamarac by the Gulf Unit Seven. Regular annual meetings which are subsequent to the first meeting shall be held on the 2nd Tuesday of February of each succeeding year, if not a legal holiday, and if a legal holiday, then on the next secular day following.

C. Special Meetings. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute or by the Articles 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) percent of the voting members. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings

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shall be confined to the subjects stated in the notice thereof of the special meeting.

D. Right to Vote; Proxies. At any meeting of the members, every voting 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 provided that such adjourned meetings are held within ninety (90) days of the date of the original meeting. All proxies shall be in writing and signed by the voting member.

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

F. Statutory Reference. Whenever in Chapter 718, Florida Statutes, the term "member", "members", "unit owner", "unit owners", "owner", "owners" or similar term is used with reference to percentages or fractions necessary for a quorum or for voting upon, passing or defeating any particular issue or matter, such term, shall be and be construed to mean voting member as defined in these By-Laws, unless otherwise specifically provided to the contrary in express language by Chapter 718, Florida Statutes or current ruling case law on point, or the Declaration.

G. Quorum. A majority of the total number of duly qualified voting members of the Association present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by the Florida Statutes, the Declaration, the Articles of Incorporation or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the voting members present in person or represented by written proxy shall have the 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.

H. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of the Florida Statutes, the Articles of Incorporation, the Declaration, or these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than seventy-five (75) percent of the voting members who would have been entitled to vote upon the action of such meeting if such meeting were held, shall consent in writing to such action being taken.

I. Order of Business. The order of business at all meetings of the Members shall be as follows:

1. Roll call.
2. Reading of minutes of last meeting.
3. Consideration of communications.
4. Resignations and elections.
5. Report of officers and employees.
6. Reports of committees.
7. Unfinished business.
8. Original resolutions and new business.
9. Adjournment.

J. Membership List. At least ten (10) days before every annual meeting of the members, a complete list of members

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entitled to vote at said meeting, arranged numerically or alpha-numerically by units, shall be produced and kept for said ten (10) days at the office of the Association, and such list shall be open to examination by any member throughout such time.

ARTICLE VI  
NOTICES

A. Service. Whenever, under the provisions of the Florida Statutes, the Articles of Incorporation, the Declaration or of these By-Laws, 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 first class mail, by depositing the same in a post office or letter box in a postpaid, sealed wrapper addressed to the person to whom notice is to be given at their address as it appears on the books of the Association. Except in the case of emergency special meetings, notice shall also be posted at a conspicuous place on the Condominium property at least fourteen (14) days in advance of any annual or special meeting of the members of the Association.

B. Waiver. Whenever any notice is required to be given under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, 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 sufficient.

C. Time. Except in the case of emergency special meetings, notices of all annual and special meetings of members of the Association shall be given at least fourteen (14) days in advance of the meeting.

ARTICLE VII  
FINANCES

A. Fiscal Year. The fiscal year shall be the calendar year. The Board of Directors is expressly authorized to change this fiscal year at any time and from time to time for the convenience of the Association.

B. Checks, Etc. All checks or demands for money and notes of the Association shall be signed by any two (2) 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.

ARTICLE VIII  
SEAL

A. Generally. The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization, and the words "corporation not for profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, printed, drawn, or otherwise produced.

ARTICLE IX  
ASSESSMENTS

A. Determination of Assessments:

1. Generally. The Board of Directors shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the Condominium. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements and the limited common elements, Association Property, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, any insurance required by law to be carried or paid for by the Association, and any other expenses designated as common

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expense from time to time by the Declaration to be a common expense. The Board of Directors is specifically empowered on behalf of the Association to make and collect assessments, to lease, maintain, repair and replace the common elements and limited common elements of the Condominium, Association property and recreation facilities, and to establish reserves or assessments for the betterment of the common elements and limited common elements. Funds for the payment of the common expenses shall be assessed against the unit owners in the proportions or percentages of sharing common expenses, as provided in the Declaration. Said assessments shall be payable monthly in advance and shall be due on the first day of each month, in advance, unless otherwise ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinabove provided for regular assessments and shall be payable in the manner determined by the Board of Directors. The foregoing powers and duties of the Association have been or may be delegated to the Management Firm, as provided in the Management Agreement attached to the Declaration to which these By-Laws are attached, or any other applicable Management Agreements. All funds due under these By-Laws and Management Agreement, which are attached to the Declaration to which these By-Laws are attached, or any applicable Management Agreement, and said Declaration are common expenses of this Condominium.

2. Notice; Payment. When the Board of Directors has determined the amount of any assessment, the Treasurer of the Association shall mail or present to each unit owner a statement of said unit owner's assessment. All assessments shall be payable to the Treasurer of the Association and, upon request, said Treasurer shall give a receipt for such payment made to him.

3. Effect of Management Agreement. The provisions of the Management Agreement attached to the Declaration to which these By-Laws are attached, or any other applicable Management Agreement, shall supersede any provision of these By-Laws which may be in conflict with such Management Agreement. The Board of Directors has delegated the ministerial duties of collecting assessments to the Management Firm, as long as the Management Agreement remains in effect, and as provided in the Management Agreement. The Board of Directors retains the exclusive duty to make assessments as to the following:

(a) Special assessments.

(b) Acquisition of units, as provided in these By-Laws and pursuant to the Declaration to which these By-Laws are attached, subject to the written approval of such parties as are specified therein.

B. Application of Payments and Co-Mingling of Funds. All sums collected by the Association from assessments may be co-mingled in a single fund or divided into more than one (1) fund as determined by the Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the Board of Directors of the Association. All assessment payments by a unit owner shall be applied first as to interest, delinquencies, costs and attorney's fees, other charges, expenses and advances, as provided herein and in the Declaration, and then to general or special assessments, in such manner and amounts as the Board of Directors determines. The Management Firm may not co-mingle the Association's funds with the funds of others for whom it is acting as Manager.

C. Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the unit owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated

in the Notice, but not less than fifteen (15) days after delivery of or the mailing of such Notice to the unit owner.

D. Audit. During the term of the Management Agreement, the Management Firm shall render to the Association a statement for each fiscal year in the manner and time set forth in the Management Agreement. The Management Firm shall perform a continual internal audit or review of the Association's financial records for the purpose of verifying the same but no independent or external audit shall be required of it. During the term of the Management Agreement, the Association may conduct an external audit or review by an independent auditor acceptable to the Management Firm at such reasonable time as the Management Firm shall agree to, provided, however, said request for inspection is not made more than once in any calendar month and provided that the cost and expense of same is borne by the Association. Upon the termination of the Management Agreement, an audit or review of the accounts of the Association shall be made annually. Said audit or review shall be prepared by such Certified Public Accountant as the Board of Directors determines and a copy of said report shall be available to the members of the Association in the office of said Association and with the Treasurer of the Association. Such report shall be available not later than three (3) months after the end of the year for which the report is made. The provisions of a Management Agreement applicable thereto shall supersede the foregoing. The consent of the Management Firm as to an independent auditor who may be employed to conduct an external audit or review, as hereinabove set forth in this Section, shall not be unreasonably withheld.

E. Budget. The annual budget shall be prepared by the Board of Directors with the assistance of the Management Firm, as long as the Management Agreement remains in effect, and by the Board of Directors thereafter. The proposed annual budget of common expenses shall be mailed to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. At such times as the budget shall be prepared and adopted by the Board of Directors as provided in these By-Laws, then the unit owners shall be given written notice of the time and place at which such meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to the unit owners. If a budget is adopted by the Board of Directors which requires assessments against the unit owners in any fiscal or calendar year, exceeding one hundred fifteen (115) percent of such assessments for the preceding year, upon written application of ten (10) percent of the unit owners, a special meeting of the unit owners shall be held upon not less than ten (10) days written notice to each unit owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting unit owners may consider and enact a revision of the budget or recall any and all members of the Board of Directors and elect their successors. The revision of the budget or the recall of any and all members of the Board of Directors shall require a vote of not less than a majority of the whole number of votes of all unit owners. The Board of Directors, may, in any event, propose a budget to the unit owners at a meeting of members or by writing, and if such budget or proposed budget be approved by the unit owners at the meeting or by a majority of their whole number by writing, such budget shall not thereafter be re-examined by the unit owners in the manner hereinabove set forth nor shall the Board of Directors be recalled under the terms of this Section. In determining whether assessments exceed one hundred fifteen (115) percent of similar assessments in prior years, there shall be excluded from the computation any provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium property or in respect of anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis; and there shall be excluded from such computation assessment for betterments to the Condominium property, so long as these By-Laws

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so provide or allow the establishment of reserves or assessments for betterments to be imposed by the Board of Directors. However, so long as the Developer, as defined in the Declaration, is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than one hundred fifteen (115) percent of the prior fiscal or calendar year's assessment without approval of the majority of the unit owners.

F. Special Assessment Limitations. Pursuant to the authority granted to them by the Declaration, the Articles of Incorporation and these By-Laws, the Board of Directors has the power and authority to make, levy and collect special assessments for specified purposes; provided, however, that if any special assessments shall total in the aggregate exceeds Ten Thousand Dollars (\$10,000.00) for a single purpose or a series of related purposes, then such assessment must be approved by the members of the Association at a special meeting called for that purpose. Any assessment requiring the approval of the voting members of the Association must be approved by a majority of a quorum of voting members present in person or by proxy at such meeting.

ARTICLE X  
MISCELLANEOUS RULES

A. Generally. In addition to the other provisions of these By-Laws, the following rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the Condominium units and the conduct of all occupants thereof:

1. Condominium units shall be used only for residential purposes.

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

3. Use of the Condominium units shall be consistent with existing laws, these rules and regulations and so long as such use does not constitute a nuisance.

4. Condominium units may not be used for business use, or for any commercial use whatsoever; provided, however, Developer, as defined in the Declaration shall have the continuing rig'ts as long as it owns one (1) or more units to:

(a) transact any business necessary to consummate sales or rentals of units or portions thereof, including but not limited to the right to continue construction of the Condominium or subsequent Condominiums developed by Developer, maintain models, have signs, use the common elements and show units; and

(b) to maintain sales offices, signs and all items pertaining to sales, which items shall not be considered common elements and shall remain the property of the Developer.

(c) to use the recreational facility and a unit or units as a sales office and/or models.

5. Common elements shall not be obstructed, lettered, defaced or misused in any manner.

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

ARTICLE XI  
DEFAULT

A. Foreclosure of Lien; Damages Claim. In the event an owner of a Condominium parcel does not pay any sum, charge or

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assessment required to be paid to the Association within thirty (30) days from the due date, the Association, acting on its own behalf or through its Board of Directors or Management Firm acting on behalf of the Association, may foreclose the lien encumbering the Condominium parcel created by non-payment of the required money in the same fashion as mortgage liens are foreclosed. The Association shall be entitled to the appointment of a Receiver if it so requests. The Association shall have the right to bid on the Condominium parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the Association may, through its Board of Directors, or Management Firm acting in behalf of the Association, or in its own behalf, bring suit to recover a money judgment for sums, charges nor assessments required to be paid the the Association, without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgment brought by or on behalf of the Association against a Condominium parcel owner, the losing defendant shall pay the Association's costs thereof, including a reasonable attorney's fee.

B. Loss of Membership. If an action of foreclosure is brought against the owner of a Condominium parcel for the non-payment of money due the Association, and as a result thereof the interest of the said owner in and to the Condominium parcel is sold, then, at the time of such sale, the Condominium parcel owner's membership shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

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

D. Violations and other Defaults. In the event of violation of the provisions of the Declaration, Articles of Incorporation or these By-Laws, as the same are now or may hereafter be constituted, the Association, on its own behalf, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents just hereinabove enumerated, or sue for damages, or take all such courses or action at the same time, or for such other legal remedy it may deem appropriate.

E. Attorney's Fees. In the event of such legal action brought against a Condominium parcel owner, the losing defendant shall pay to the plaintiff reasonable attorney's fees and court costs.

F. Equitable Remedies. Each owner of a Condominium parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Association, and regardless of the availability of other equally adequate legal procedures. It is the intent of all owners of Condominium parcels to give to the Association a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from owners of Condominium parcels and to preserve each other unit owner's right to enjoy his Condominium unit free from unreasonable restraint and nuisance.

G. Surrender. In the event of the legal termination of membership and of the occupancy rights thereunder through any

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Ronald R. Goller, Attorney at Law

Suite 202E, 2531 Landmark Dr., Clearwater, FL 33519

procedure set forth in this Article, the member or any other person or persons in possession by or through the right of the member, shall promptly quit and surrender the owned unit to the Association in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the Association shall have the right to enter and to possess 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 the County in which the Condominium is located, the State of Florida and the United States of America.

ARTICLE XII  
REGISTERS: TRANSFER FEES

A. Members. The Secretary of the Association shall maintain a register in the corporate office showing the names and addresses of members.

B. Mortgages. The Corporation shall maintain a suitable register for the recording of pledged or mortgaged Condominium parcels. Any pledgor or mortgagor of a Condominium parcel may notify the Corporation in writing of the pledge or mortgage, including the name and address of the pledge or mortgagee. In the event notice of default is given any member, under an applicable provision of the By-Laws, the Articles of Incorporation, or the Declaration, a copy of such notice may be mailed to the registered pledgee or mortgagee.

C. Transfer Fee. 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 the amount of Twenty-Five Dollars (\$25.00) to cover the cost of contacting the references given by the applicant and such other costs of investigation that may be incurred by the Board of Directors.

ARTICLE XIII  
PARLIAMENTARY RULES

A. Generally. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration or these By-Laws.

ARTICLES XIV  
RULES AND REGULATIONS

A. Adoption and Changes. The Board of Directors shall have the exclusive authority to adopt, and from time to time amend, modify or rescind the Rules and Regulations governing the details of the operation, use, maintenance, management and control of the units, the Condominium property, Association property and any facilities of services available to the unit owners. A copy of the Rules and Regulations adopted from time to time as herein provided shall from time to time be posted in a conspicuous place and a copy thereof shall also be furnished each unit owner.

ARTICLE XV  
AMENDMENT OF BY-LAWS

A. Generally. The By-Laws of the Association may be altered, amended or repealed, unless specifically prohibited herein, at any regular or special meeting of the members by a two-thirds (2/3) vote of all duly qualified voting members of the Association, unless a contrary vote is required pursuant to the Articles of Incorporation, and provided that notice of said membership meeting has been given in accordance with these By-Laws. No modification or amendment to the By-Laws shall be valid unless set forth or annexed to a duly recorded amendment to the Declaration.

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Ronald R. Goller, Attorney at Law  
Suite 202E, 2531 Landmark Dr., Clearwater, FL 33519

ARTICLE XVI  
CONSTRUCTION

A. Generally. Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires. Should any Article, Section, sentence, phrase or word of these By-Laws be deemed to be invalid, void or be or become unenforceable at law, or in equity, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.

B. Conflict. In the event of any conflict between the Rules and Regulations adopted, or from time to time amended or modified, and the Declaration, the Articles, these By-Laws or the Condominium Act, the latter shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these By-Laws and the Declaration, the provisions of the Declaration shall prevail.

THE BOARD OF DIRECTORS OF  
MAINLANDS UNIT SEVEN CONDOMINIUM  
ASSOCIATION, INC.

By: \_\_\_\_\_  
F. H. Sattes, Jr., President

Attest:

By: \_\_\_\_\_  
Michael McQueen, Secretary

EXHIBIT "F"



THIS AGREEMENT, dated this 19<sup>th</sup> day of July, 1984, by and between Mainlands Unit Seven Condominium Association, Inc., a Florida not-for-profit corporation (hereinafter referred to as the "Association"), and REGENCY REALTY MANAGEMENT DIVISION, INC., (hereinafter referred to as the "Agent").

## W I T N E S S E T H :

THAT WHEREAS, the Agent has certain expertise in the operation and management of condominiums, and

WHEREAS, the Association wishes to contract with the Agent to assist the Association in its operation and management of the condominium more particularly described below, and

WHEREAS, the parties wish at all times to comply with the applicable provisions of the Florida Condominium Act as it currently exists.

NOW, THEREFORE, in addition to the mutual covenants contained herein, the parties agree as follows:

I. APPOINTMENT

The Association hereby appoints the Agent on the terms and conditions hereinafter provided and in compliance with the applicable provisions of the Florida Condominium Act to be exclusive Agent of the Association, and to assist the Association in the operation and management of the Mainlands Unit Seven Condominium Association, Inc., and to do and perform the duties and services provided in this Agreement. The Agent accepts this appointment.

II. DEFINITIONS

As used in this Agreement, the following words and phrases will have the indicated definitions and meanings:

1. "Board" shall refer to the Board of Directors of the Condominium Association.

2. "The Condominium Act" shall refer to Chapter 718 of the Florida Statutes, as the same has been enacted through the date hereof.

3. "Condominium and/or Association" means Mainlands Unit Seven Condominium Association, Inc.

4. "Condominium Parcel" means a condominium unit, together with its undivided share in the common elements, if any.

5. "Documents" means the Declaration of Condominium, together with the By-Laws and Articles of Incorporation of the Association, as the same shall be amended from time to time.

6. "Unit Owners" means the owner or owners of a Condominium Parcel.

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### III. GENERAL AUTHORITY AND DUTIES

It is expressly understood that the Association cannot contract away its obligation to perform duties and services. Accordingly, the Agent is only being employed to assist the Association in its performance of duties and services as are more particularly set forth in the Documents. With this common understanding, the parties agree that:

1. Every act performed by the Agent herein, including, without limitation, hiring laborers and contracting with independent contractors, shall be as an Agent for the Association.

2. The Agent will confer fully and freely with the Board or its designated representatives.

3. The Agent shall rely on factual information and directions provided it by such officer or officers of the Association as the Board directs by written resolution; the Agent shall be protected by the same terms as paragraph XII herein for any liability it sustains as a result of said reliance.

4. The authority and duties conferred herein upon the Agent are confined to the common and limited common elements and facilities as are more particularly defined in the Documents unless additional and further authority or duties have been otherwise vested in the Association by the Documents or the Condominium Act.

### IV. PERSONNEL

The Agent shall hire in its own name, but at the expense of the Association and subject to budgetary limitations established by the Board, all labor the Agent deems necessary for the efficient discharge of its duties as otherwise set forth in this Agreement. The Agent shall maintain its own personnel, at its own expense, who shall be in contact with and supervise the on-site labor at the Condominium as often as necessary.

The Agent shall employ 1 part-time on-site employee(s) who will be assigned specifically to the Condominium. The compensation, benefits, and expenses, as referred to in V, 2, ii, are to be reimbursed by the Association to the Agent per pay period.

### V. SPECIFIC DUTIES OF THE AGENT

The Agent's reimbursable expenses, such as postage, photocopying, printing, long distance telephone expenses, employee advertising expenses, 1099 processing cost, etc..., will be reimbursed to the Agent as the expense is incurred. The Agent shall render services and perform duties as are more particularly set forth below as often as necessary:

#### 1. ADMINISTRATION

a) Maintain business-like relations with the members whose service requests shall be received and recorded in systematic fashions, to show the action taken with respect to each request. Complaints of a serious nature shall, after reasonable investigation, be reported to the Board with appropriate recommendations. If a complaint requires legal assistance to secure its resolution the Board will be so informed and no further action will be taken by the Agent until or unless the Board so authorizes.

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b) Investigate, hire, contract with, supervise and pay such personnel and independent contractors as the Agent deems necessary to properly maintain and operate the Condominium. In choosing independent contractors, the Agent will use its best efforts to obtain three written qualified proposals, the final approval over which will come from the Board. The Agent will require that all independent contractors provide the Association with active Certificates of Insurance for Workmen's Compensation, general liability and property damage. The Agent shall have the authority to discharge personnel and independent contractors as it deems necessary and proper. For major repair or replacement, the Agent shall recommend to the Association qualified professionals to assist the Association and the Agent. The decision to employ and compensate professional expertise will be the responsibility of the Board.

c) Subject to Board approval and at the expense of the Association, make contracts for water, electricity, gas, fuel oil and other necessary utility services or such of them as the Association shall deem advisable.

At the expense of the Association, place orders for such equipment, tools, appliances, materials and supplies as are necessary to properly maintain and repair the Condominium properties. All such contracts and orders shall be made in the name of the Association. When taking bids or issuing purchase orders, the Agent shall be under a duty to secure for the credit to the Association any discounts, commissions or rebates obtainable as a result of such purchases without taking bids.

d) At the expense of the Association, cause to be placed and kept in force all forms of insurance of the type and in the amount requested by the Association, its members and mortgagees holding mortgages covering condominium parcels, as their respective interests appear, or, as required by law or as required under the documents. All of the various types of insurance coverage required shall be placed with such companies, in such amounts and with such beneficial interests appearing therein, as shall be requested by the Association. The Agent shall furnish to the Board copies of all such insurance policies maintained and kept in force. The Agent shall promptly report to the insurance company all reported accidents or damages related to the management operation and maintenance including any damage or destruction to said condominium.

e) Maintain records in regard to the Agent's duties hereunder in a manner which complies with the requirements of the Condominium Act, and in a manner approved by the Association. Such records shall be kept in the office of the Agent, and shall be available for inspection of any Association member during normal business hours by prior appointment.

f) At least ninety (90) days before the beginning of each new fiscal year of the Association, submit to the Association a proposed budget for the operation of the condominium for the ensuing fiscal year, together with such other financial and other information in regard to the Agent's duties as the Association requests and as is reasonably necessary for the Association to review and finalize said budgets. The budget shall serve as a supporting document for the schedule of assessments proposed for the new fiscal year and for expenditures hereunder. The Association shall furnish the Agent with the budget as adopted at least Thirty (30) days before the commencement of the fiscal year.

EXHIBIT "G"

The Agent, at the expense of the Association, shall transmit copies thereof to each member, along with notice of the budget meeting thirty (30) days before the budget meeting as required by the Condominium Act. The budget shall constitute a major control under which the Agent shall operate, and there shall be no substantial variances therefrom, except such as may be sanctioned in writing by the Association.

g) Maintain a current list of the Association members and furnish a copy of such list to the Board of Directors on request, at the Association's expense.

h) Process all applications for approval in connection with transfers or leases of Condominium parcels and submit to the Association such information as is necessary for the Association to approve or disapprove such applications. Processing of said application will be completed as fully as possible by the Agent not more than twenty (20) days after the Agent has received the request for approval. Any costs involved in investigation or credit reporting shall be borne by the Association.

i) Maintain an office in Pinellas County, Florida, together with a telephone so that members or residents may contact the Agent or its employees on a twenty-four (24) hour basis. The initial address and telephone number of the Agent is:

REGENCY REALTY MANAGEMENT DIVISION, INC.  
The Jenkins Building, Suite 704  
801 West Bay Drive  
Largo, Florida 33540  
(813) 586-2865 (813) 223-5586

j) Attend monthly meetings of the Board of Directors. Attend all annual and special meetings of the Association.

k) Cooperate with the Board in preparation of the Association's annual meeting, prepare and transmit such notices, proxies and other materials at the Association's expense as may be requested, and attend such meeting, including any adjournments.

## 2. FISCAL

a) Collect all monthly and special assessments due from unit owners. The Association hereby authorizes and directs the Agent to request, demand, collect, receive and receipt for any and all assessments, charges, rents or liens which may at any time be or become due to the Association and at the expense of the Association, take such action in the name of the Association by way of process or authority granted the Association under the Documents or the Condominium Act and may be required for the collection of delinquent assessments. The Agent shall notify any account which is unpaid on or about the fifteenth (15th) of the month for which it was due unless otherwise advised by the Board. By direction from the Board, Agent will implement collection proceedings on behalf of the Association, if any, but shall have no responsibility for collection of leased units owned by unit owners.

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b) From the funds collected and deposited, cause to be disbursed regularly and punctually:

- i. Fire and other property insurance premiums, electrical, water, sewer, trash and similar charges; and the amount specified by the Association for allocation to reserves, if any.
- ii. Compensation to on-site labor as more particularly defined in paragraph IV above, together (if applicable) with the payroll processing cost, insurance, taxes, workmen's compensation audit expense, overtime, vacation pay, holiday pay, sick pay, jury duty, group hospitalization and life insurance and such other employee benefits as the Board may approve.
- iii. The Agent's compensation as is set forth in Paragraph XI.
- iv. The Agent's reimbursable expenses which, in addition to those items specifically disclosed herein, also including postage, photocopy, printing, cheques, long distance telephone charges, employee advertising charges, and 1099 preparation and processing costs, etc.,.
- v. Other sums otherwise due and payable by the Association as operating expenses authorized to be incurred under the terms of the Agreement.
- vi. Any remaining balance after disbursements may be disbursed or transferred from time to time, but only as specifically directed by the Board in writing and/or meeting minutes.

c) The Agent shall furnish to the Board no later than the first work day after the fifteenth (15th) day of each month the following records and information regarding the Association.

- i. Balance sheet
- ii. Statement of Income and Disbursements, showing monthly and year-to-date expenditures as compared to current month and year-to-date budgets, or a photocopy thereof.
- iii. A list of Aged Accounts Receivable.
- iv. Supporting Schedules of accounts as provided in the software system for those statements provided in (i) and (ii) above.

d) The Agent shall maintain a complete set of formal books to include a balance sheet, trial balance and all ledgers, and a computer printout showing all salaries and wages paid to on-site personnel. These records will be available at the office of the Agent for inspection by the Association or its unit owners upon request.

e) The Agent shall, on behalf of the Association, prepare, file and cause to be paid, all forms, reports and licenses required by law. At direction of the Association, the Agent shall contract for the preparation of the tax returns at the expense of the Association. At the expense of the Agent, annual balance sheets and profit and loss statements shall be prepared without audit for the Association. These financial reports will then be delivered to the unit owners

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within sixty (60) days following the end of the fiscal year. The expense incurred for the distribution of this financial report to the unit owners will be borne by the Association. The Association, at its option and its expense, shall have the right to an independent audit.

f) Any payments to be made by the Agent under this Agreement shall be made from the accounts of the Association, or as may be provided by the Association. The Agent shall not be obliged to make any advance to or for the accounts of the Association, or to pay any sum, except out of funds held or provided as aforesaid, nor shall the Agent be obliged to incur any liability or obligation for the accounts of the Association. The Association shall maintain an adequate balance in their operation account to cover current operating expense.

g) Establish and maintain a bank account as Agent of the Association, which account shall be in a bank whose deposits are insured by the Federal Deposit Insurance Corporation or FSLIC and reflect the custodial nature thereof. Said account shall be for the deposit of all monies received by the Agent on behalf of the Association. Such funds shall not be commingled with funds of the Management Company or with those of any other persons or corporations.

i. The Association specifically directs the Agent to draw funds on said accounts to discharge any liabilities or obligations incurred pursuant to this Agreement, and for the payment of Agent's compensation or reimbursements, all of which payments shall be subject to the limitations set forth in this Agreement.

ii. Upon authorization by the Board, the Agent will place all monies in excess of current needs in passbook-type interest bearing savings accounts or in long term obligations such as certificates of deposit. In the event that the amounts deposited in the aforesaid accounts exceed the limits of the Federal Deposit Insurance Corporation or FSLIC coverage, then the Agent shall have the authority to establish additional identical accounts in the name of the Association. All interest accrued on the account shall accrue to the Association.

iii. The Agent shall provide the Association with a certificate of Agent's fidelity bond coverage.

### 3. PHYSICAL

a) If the Association specifically requests, and at the Association's expense, require all of Agent's on-site personnel to prominently display sufficient identification of their employment while engaged in such employment on or about the premises.

b) Cause the building and common elements of the Condominiums which are to be maintained by the Association under the Documents, to be maintained according to the standards acceptable to the Association, including, but not limited to, common roadways, roofs, elevators, lawn maintenance, landscaping,

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interior and exterior cleaning, painting, decorating, plumbing, carpentry and such other normal maintenance and repair work as may be necessary, subject to limitations imposed by the budget, the Documents, the Association and those contained in this Agreement.

c) For any one item of repair or replacement, the expense shall not exceed the budgeted amount, unless specifically authorized in writing by the Association. Provided, however, emergency repairs to remedy manifest dangers to life property, or which are immediately necessary for the preservation and safety of the property, or for the safety of the members, or required to avoid the suspension of any necessary service to the Condominium, may be made by the Agent irrespective of the cost limitation imposed by this paragraph. Notwithstanding this authority as to emergency repairs, it is understood and agreed that the Agent will, if reasonably possible, confer with the designated person of the Association regarding such expenditure.

d) Take such action as may be necessary to cause compliance with any and all orders or requirements affecting the Condominium property placed therein by any Federal, State, County, Municipal or other governmental or regulatory authority having jurisdiction thereover, and the orders of the Board of Fire Underwriters or other similar bodies, subject to the same limitations. The Agent shall not take any action under this Section, so long as the Association is contesting the order or requirement. The Agent shall notify the Association within two (2) working days of all such notices and orders.

e) It shall be the duty of the Agent at all times during the term of this Agreement to operate and maintain the Condominium according to standards consistent with the overall plan of the Association. The Agent shall see that all unit owners are informed with respect to such rules, regulations and notices as may be promulgated from time to time by the Board of the Association.

#### VI. TERM - RENEWAL - CANCELLATION

1. The initial term of this Agreement shall be from \_\_\_\_\_  
August 1st, 1984, through December 31st,  
19 85.

2. If the Agent shall default in the performance of any duty for which it is responsible under this Agreement, the Board of Directors shall notify the Agent in writing by Certified Mail, Return Receipt, of the specific default. The Agent shall have thirty (30) days from receipt of such notice to substantially correct or cure such default. In the event that the default is not cured to the satisfaction of the Association, the Association may declare this Agreement to be null and void of no further force and effect. If the Association shall default in the performance of any duty for which it is responsible under this Agreement, the Agent shall notify the Association in writing by Certified Mail, Return Receipt, of the specific default. The Association shall have thirty (30) days from receipt of such notice to substantially correct or cure such default. In the event that the default is not cured to the satisfaction of the Agent, the Agent may declare this Agreement to be null and void of no further force and effect as hereby stated above.

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3. In the event a petition in bankruptcy is filed by or against the Agent, or in the event that it shall make an assignment for the benefit of creditors to take advantage of any insolvency act, this Agreement shall be automatically terminated as of the date of such event.

4. In the event that this Agreement is terminated pursuant to any of the provisions of this Article, then all outstanding charges or expenses incurred by Agent under the terms of this Agreement, which are to be paid or reimbursed by the Association, but not paid at the time of termination, shall be paid by the Association. Any funds of the Association which are in excess of said outstanding charges or expenses shall be paid over to the Association by Agent within twenty (20) working days after termination of this Agreement. Within Twenty (20) working days after termination, Agent shall supply a final statement of account in the nature of the monthly accounting required of the Agent as heretofore set forth in this Agreement.

5. At the option of the Agent, this Agreement will be automatically renewed for a one (1) year period(s) unless and except the Association provides the Agent sixty (60) days prior to expiration of the term with written notice advising the Agent that the Agreement will not be renewed.

VII. DUTIES SEVERABLE

Each duty of the Agent or authority delegated to the Agent is severable and separate from any and every other duty or authority and unenforceability or illegality of any duty or authority shall not affect any or every duty of authority or the validity of this Agreement.

VIII. LIABILITY FOR INJURY OR DAMAGE

The Agent shall not be liable to the Association for any loss or damage not caused by the Agents own gross negligence or willful failure to comply with its obligations hereunder.

IX. UNIT MAINTENANCE

This Agreement does not contemplate, nor is the Agent responsible for or required to perform the upkeep and repair of the interior of the individual units, nor maintenance, repair, or replacement of a unit owner's fixtures or appliances, the responsibility of which, under the Documents, is that of the individual unit owner.

X. INTERFERENCE

The Association shall not interfere, nor permit, allow or cause any of its officers, directors or unit owners to interfere with the Agent in the performance of its duties or the exercise of any of its powers hereunder; except as otherwise provided herein.

XI. AGENT'S COMPENSATION

1. The Association agrees to pay Agent for its services hereunder each month in advance the sum of \$7.00 per month per closed unit as defined in the Documents, as a fee for services; there being a total of 110 Condominium units. Monthly payments due and payable on the first day of the term hereof and continue payable on the same day of each successive month thereafter without abatement. An initial one time fee \$ -0- to be paid by Association to the Agent covering implementation and transition costs.

EXHIBIT "G"



2. All reimburseable expenses to Agent set forth in this Agreement shall be paid to Agent on the same day of each month as the fee for services is due. Provided, however, all Association payroll expenses will be payable when they are otherwise due.

3. The Association understands and agrees that this Agreement imposes on it the firm and irrevocable obligation to pay all fees and reimburseable cost and otherwise perform the other provisions hereof for the full term of this Agreement subject, however, to the cancellation provisions of Article VI hereof.

4. Any payment or provision hereof which is contrary to law shall be null and void and this Agreement shall otherwise remain in full force and effect.

5. The Association also agrees that the Agent shall be reimbursed for all costs reasonably incurred and associated with the extraordinary collection of delinquent maintenance fees. Specifically, those charges which may be prompted by use of the Judicial system for enforcement and collection of outstanding fees, whether uncollected by the Association or its management predecessor or those which may occur in the future. Provided, however, prior to use of an attorney or any Judicial enforcement proceeding, the Agent will secure the express approval of the Board.

XII. INDEMNIFICATION

The Association hereby agrees, to indemnify the Agent and save him harmless from and against any and all actions, claims, demands, liabilities, losses, damages or expenses of any nature, including attorney's fees through all appeals, if any, which the Agent may incur by reason of services rendered of duties performed by the Agent pursuant to the terms and conditions of this Agreement, but only to the extent that such expenses, damages, losses, liabilities, demands, claims, or actions are not covered by any insurance which the Agent may be required to maintain under the terms and conditions of this Agreement or under the law of the State of Florida.

XIII. ENFORCEMENT

1. Should it become necessary for either the Agent or the Association to enforce this Agreement due to default of the other, all court costs and attorney's fees through all appeals, if any, incurred by the prevailing party, shall be paid by the defaulting party.

2. The Agent shall have any and all other rights and remedies in connection with the enforcement and collection hereof, as provided by law. In addition to the other provisions for the enforcement and payment of the fees and other charges herein covenanted to be paid by the Association.

3. This Agreement shall be construed in accordance with the laws of the State of Florida in force and effect at the time of the execution hereof.

4. The exercise of one or more of the rights or remedies provided for herein, shall not be construed as a waiver of the other.

EXHIBIT "G"

XIV. ASSIGNMENT


This contract is personal in nature to the parties expressly identified herein, and cannot be assigned by either party without the express, prior written consent of the other party. Any attempted assignment without such consent shall be null and void and constitute material breach hereof.

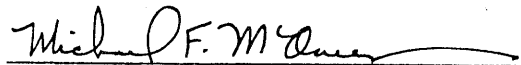
XV. CONTRACT LANGUAGE

The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict constructions shall be applied against any party.

IN WITNESS WHEREOF, the parties have caused this Management Agreement to be signed in their names by their President, and the Corporate Seal affixed, attested to and by their Secretaries, the day and year first above written.

MAINLANDS UNIT SEVEN CONDOMINIUM  
ASSOCIATION, INC.

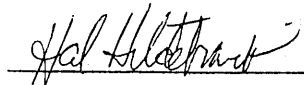
  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

Witnesseth:

  
\_\_\_\_\_

REGENCY REALTY MANAGEMENT DIVISION, INC.

  
\_\_\_\_\_  
President

ADDENDUM "A"  
TO  
MANAGEMENT AGREEMENT

Mainlands VII

D.R. 5886 PAGE 1007

THIS ADDENDUM "A", made this 19<sup>th</sup> day of July, 1984,  
is made a part of that certain MANAGEMENT AGREEMENT dated the 19<sup>th</sup>  
day of July, 1984, hereinafter referred to as "Management  
Agreement", by and between:

REGENCY REALTY MANAGEMENT DIVISION, INC.,  
hereinafter referred to as "Manager",

and

MAINLANDS UNIT SEVEN CONDOMINIUM ASSOCIATION, INC.,  
hereinafter referred to as "Association".

W I T N E S S E T H :

WHEREAS, to perfect a valid and binding contract pursuant to Section 718.3025,  
Florida Statutes (1983), Agent and Association desire to amend the Management  
Agreement entered into by them on the 19<sup>th</sup> day of July, 1984.

NOW, THEREFORE, in consideration of the premises and mutual covenants  
contained herein, the parties agree as follows:

A. For the purposes of this Addendum "A", the following terms shall have  
the following meanings when used in Article IV and V of the Management Agreement  
and in this Addendum "A":

1. TIME shall mean the time schedule for the performance of the services  
designated.

2. MANAGEMENT FEE shall mean the designated cost per month per unit as  
the Management Fee to supervise and perform the services performed under the  
Management Agreement. These costs are a per unit proration of the monthly  
Management Fee per unit of Seven and 00/100 Dollars (\$ 7.00).

3. COST shall mean the estimated amount of money at cost for each service  
performed, less any Management Fee.

4. PERSONNEL shall mean the minimum number of personnel for services other  
than supervisory service under the Management Agreement.

5. SUPERVISION shall mean the minimum number of personnel for supervisory  
service under the Management Agreement.

6. All other terms used herein shall have the meaning set forth in the  
Declaration of Condominium to which the Management Agreement and this Addendum "A"  
are attached or made a part by reference unless otherwise specifically set forth  
herein to the contrary.

B. For the services and other matters set forth in the Management Agreement  
as follows:

1. As to Article IV thereof:

TIME - Weekly or as otherwise directed by Association.

MANAGEMENT FEE - \$ .25

COST - Required postage & stationary and actual salary expense

PERSONNEL - One part-time clerk.

SUPERVISION - One part-time manager.

2. As to Article V Paragraph 1(a) thereof:

TIME - Monthly as required.

EXHIBIT "G"

MANAGEMENT FEE - \$ .05

COST - None.

PERSONNEL - One part-time clerk.

D.P. 5886 PAGE 1008

SUPERVISION - One part-time manager.

3. As to Article V Par.1 (b) thereof:

TIME - As needed

MANAGEMENT FEE - \$ .10

COST - None.

PERSONNEL - One part-time accountant.

SUPERVISION - One part-time manager.

4. As to Article V Paragraph 1(c) thereof:

TIME - As specified by the budget of operations for the Property or as otherwise directed by the Association.

MANAGEMENT FEE - \$ .10

COST - The actual cost incurred for providing the services specified in the Budget of Operations or otherwise requested by the Association.

PERSONNEL - As specified in the Budget of Operations or otherwise required to perform the services requested by the Association.

SUPERVISION - One part-time manager.

5. As to Article V 1(d) thereof:

TIME - Yearly

MANAGEMENT FEE - \$ .10

COST - The actual cost incurred and approved by the Board.

PERSONNEL - One part-time manager.

SUPERVISION - None.

6. As to Article V 1(e) thereof:

TIME - As required.

MANAGEMENT FEE - \$ .75

COST - Actual cost incurred to achieve compliance.

PERSONNEL - As required to achieve compliance, if necessary.

SUPERVISION - One part-time controller.

7. As to Article V Paragraph 1(f) thereof:

TIME - As required.

MANAGEMENT FEE - \$ .25

COST - Actual cost of copies and mailing.

PERSONNEL - None.

EXHIBIT "G"

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SUPERVISION - One part-time manager.

D.R. 5886 PAGE 1009

8. As to Article V Paragraph 1(g) thereof:

TIME - As required based on number of requests.

MANAGEMENT FEE - \$ .05

COST - Actual cost of copies, postage and computer time.

PERSONNEL - One part-time person.

SUPERVISION - One part-time manager.

9. As to Article V Paragraph 1(h) thereof:

TIME - As required based on number of request.

MANAGEMENT FEE - \$ .05

COST - \$ 25.00 per application.

PERSONNEL - One part-time clerk.

SUPERVISION - One part-time manager.

10. As to Article V Paragraph 1(i) thereof:

TIME - Daily.

MANAGEMENT FEE - \$ 1.00

COST - Long distance telephone charges, postage and copies.

PERSONNEL - Four part-time clerk/secretary.

SUPERVISION - One part-time manager.

11. As to Article V Paragraph 1(j) thereof:

TIME - Monthly or as monthly required.

MANAGEMENT FEE - \$ .10

COST - None

PERSONNEL - None

SUPERVISION - One part-time manager.

12. As to Article V Paragraph 1(k) thereof:

TIME - As required based on number of mailings.

MANAGEMENT FEE - \$ .20

COST - Actual costs of envelopes, labels, copies, and collating.

PERSONNEL - One part-time secretary.

SUPERVISION - One part-time manager.

13. As to Article V Paragraph 2 (a) thereof:

TIME - Monthly

MANAGEMENT FEE - \$ 1.00

COST - Cost of copies, collating, envelopes, notices, and postage.

EXHIBIT "G"

PERSONNEL - One part-time clerk.

SUPERVISION - One part-time manager.

14. As to Article V Paragraph 2 (b) thereof:

TIME - Weekly

MANAGEMENT FEE - \$ .75

COST - As required for checks, postage, and envelopes.

PERSONNEL - Two part-time clerks

SUPERVISION - Two part-time controllers

15. As to Article V Paragraph 2 (c) thereof:

TIME - Monthly

MANAGEMENT FEE - \$ .25

COST - Actual cost of copies and postage.

PERSONNEL - Two part-time clerks

SUPERVISION - One part-time controller.

16. As to Article V Paragraph 2 (d) thereof:

TIME - Weekly

MANAGEMENT FEE - \$ .75

COST - Copies, postage, collating, and envelopes.

PERSONNEL - Three part-time clerks

SUPERVISION - One part-time controller

17. As to Article V Paragraph 2 (e) thereof:

TIME - As required based on number and terms of each agreement.

MANAGEMENT FEE - \$ .05

COST - Copies, envelopes, labels, and postage.

PERSONNEL - Three part-time clerks

SUPERVISION - One part-time controller

18. As to Article V Paragraph 2 (f) thereof:

TIME - Weekly

MANAGEMENT FEE - None

COST - Postage, copies, and envelopes.

PERSONNEL - One part-time clerk.

SUPERVISION - One part-time controller.

19. As to Article V Paragraph 2 (g) thereof:

TIME - Weekly

MANAGEMENT FEE - \$ .20

EXHIBIT "G"

COST - Postage, copies, and envelopes.

PERSONNEL - Three part-time clerks.

SUPERVISION - One part-time controller.

20. As to Article V Paragraph 3 (a) thereof:

TIME - As required to achieve compliance.

MANAGEMENT FEE - \$ .05

COST - Actual cost of identification and uniforms.

PERSONNEL - As required

SUPERVISION - One part-time manager.

21. As to Article V Paragraph 3 (b) thereof:

TIME - Daily

MANAGEMENT FEE - \$ .75

COST - Actual cost of service involved.

PERSONNEL - One part-time maintenance person.

SUPERVISION - One part-time manager.

22. As to Article V Paragraph 3 (c) thereof:

TIME - As required based on number of situations.

MANAGEMENT FEE - \$ .05

COST - Actual cost of service involved.

PERSONNEL - None.

SUPERVISION - One part-time manager.

23. As to Article V Paragraph 3 (d) thereof:

TIME - Yearly or more often as required.

MANAGEMENT FEE - \$ .05

COST - None.

PERSONNEL - None

SUPERVISION - One part-time manager.

24. As to Article V Paragraph 3 (e) thereof:

TIME - As required to achieve compliance.

MANAGEMENT FEE - \$ .10

COST - Actual cost incurred for postage, envelopes, and copies.

PERSONNEL - One part-time clerk.

SUPERVISION - One part-time manager.

EXHIBIT "G"

In all other respects, terms and conditions, the Management Agreement is hereby ratified and confirmed and in full force and effect.

IN WITNESS WHEREOF, the Agent and Association have caused these results to be executed by their duly authorized representatives this 19<sup>th</sup> day of July, 1984.

REGENCY REALTY MANAGEMENT DIVISION, INC.

BY: \_\_\_\_\_  
(Manager)

(Corporate Seal)

BY: [Signature]  
Its President

MAINLANDS UNIT SEVEN CONDOMINIUM ASSOCIATION, INC.

(Corporate Seal)

BY: [Signature]  
Its President



ESCROW AGREEMENT

THIS AGREEMENT, made and entered into between FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION whose main office is One Fourth Street North, St. Petersburg, Florida 33731, herein referred to as "Escrow Agent", and MAINLANDS CONSTRUCTION CO., INC., a Florida Corporation, whose address is 1201 Swann Avenue, Tampa, Florida 33606, hereinafter called "Developer".

W I T N E S S E T H:

WHEREAS, Developer proposes to construct and develop a condominium project known as MAINLANDS OF TAMARAC BY THE GULF, UNIT SEVEN in Pinellas Park, Florida; and

WHEREAS, Developer intends to enter into contracts for the sale and purchase of units in said condominium each of which is hereinafter called the "Contract" and

WHEREAS, Developer desires to make arrangements to escrow a portion of the deposit on each Contract in accordance with provisions of Section 718.202 Florida Statutes (1983) as amended; and

WHEREAS, Escrow Agent has consented to hold all such deposits pursuant to the terms and provisions hereof;

NOW THEREFORE, the Escrow Agent and the Developer agree as follows:

1. From time to time, Developer will deliver checks drawn payable to FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION, ESCROW AGENT at the designated office listed below of said Escrow Agent, which will represent a portion of deposits on Contracts, together with a copy of each executed Contract.

2. The Conditions for the release of funds shall be:

A. The funds of the Purchaser are to be disbursed to the Developer by Escrow Agent at or within ten (10) days after the closing of the transaction, provided the deposited check or draft has cleared and is considered "collected funds";

B. Escrow Agent shall disburse Purchaser's funds to Purchaser upon the written direction of Developer:

C. In the event a dispute should arise between Developer and Purchaser, the Escrow Agent shall have the following options:

(1) preserve the status quo until written agreement is reached between the Purchaser and Developer, or until a judgment has been entered by a court of competent jurisdiction and the appeal period having expired thereon; and if appealed, then after the matter has finally been concluded, to act in accordance with such final determination; or

(2) deposit the escrowed funds with the clerk of the court having jurisdiction and notify the Purchaser and the Developer by certified mail, return receipt requested, it being distinctly agreed and understood that the Escrow Agent shall not be made a part to any court action arising from such disputes or disagreements; or

(3) file an action in the nature of interpleader, joining the Purchaser and the Developer and thereafter complying with the ultimate judgment of the court with regard to the disposition of such disputes, or disagreements. The Escrow Agent shall be entitled to reasonable attorney's fees.

3. Escrow Agent shall place all deposits held hereunder in interest bearing accounts, under Developer's taxpayer number 59-1920409.

4. The Escrow Agent in accepting such deposit assumes only the duties and obligations expressly set forth in this agreement.

5. The Escrow Agent may resign upon thirty (30) days written notice to the Purchaser(s) and the Developer. If a successor Escrow Agent is not appointed within this thirty (30) day period, the Escrow Agent may petition a court of competent jurisdiction and upon designation of such successor Escrow Agent shall deliver to successor Escrow Agent an accounting of all deposits held by Escrow Agent. The Escrow Agent shall be entitled to reasonable attorney's fees.

6. Developer agrees to pay the Escrow Agent as compensation for services to be rendered hereunder in the sum of Twenty-five Dollars (\$25.00) per escrow, and to pay reasonable compensation for all additional services which are requested and performed.

7. All notices and communications hereunder between the Developer and the Escrow Agent shall be in writing and shall be deemed to be duly given if sent by certified mail, return receipt requested, to the respective addresses set forth at the end hereof.

8. The rights created by this Agreement shall inure to the benefit of, and the obligations created hereby shall be binding upon, the successors and assigns of the Escrow Agent and the Developer.

9. This Agreement shall be construed and enforced according to the laws of the State of Florida.

IN WITNESS THEREOF, The Escrow Agent and the Developer have executed this Agreement of this 14<sup>th</sup> day of December, 1984.

MAINLANDS CONSTRUCTION CO., INC.

BY: Michael F. McQuay

TITLE: Vice President

FLORIDA FEDERAL SAVINGS AND  
LOAN ASSOCIATION

BY: Anthony D. Shearer

TITLE: Assistant Vice President

MAILING ADDRESSES:

MAINLANDS CONSTRUCTION CO., INC.  
1201 Swann Avenue  
Tampa, Florida 33606

DESIGNATED OFFICE - ESCROW  
FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION  
PINELLAS PARK BRANCH  
5001 Park Boulevard  
Post Office Box 130  
Pinellas Park, Florida 33565

FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION  
Julie Wall, Legal Coordinator  
Post Office Box 1509  
St. Petersburg, Florida 33731

Return To:  
This Instrument Prepared By:  
RONALD R. GOLLER, ESQUIRE  
202E Northwood Plaza  
2531 Landmark Drive  
Clearwater, Florida 33519

WARRANTY DEED

THE MAINLANDS OF TAMARAC BY THE GULF  
UNIT SEVEN

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_, between MAINLANDS CONSTRUCTION CO., INC., a Florida  
Corporation, hereinafter called Grantor, and \_\_\_\_\_  
\_\_\_\_\_, whose address  
is \_\_\_\_\_,

hereinafter called Grantee:  
(wherever used herein the terms "Grantor" and "Grantee" shall  
include the singular and the plural, as the context requires, and  
shall include their heirs, legal representatives and assigns of  
individuals, and the successors and assigns of corporations).

W I T N E S S E T H :

That the Grantor, for and in consideration of the sum of Ten  
dollars (\$10.00) and other valuable considerations, receipt  
whereof is hereby acknowledged, by these presents does grant,  
bargain, sell, alien, remise, release, convey and confirm unto  
the Grantee forever, the following described condominium parcel,  
lying and being in Pinellas County, Florida, to wit:

Condominium Unit \_\_\_\_\_ of THE MAINLANDS OF TAMARAC BY  
THE GULF UNIT SEVEN according to the Plot Plan thereof,  
recorded in Condominium Plat Book \_\_\_\_\_ at Pages \_\_\_\_\_  
through \_\_\_\_\_, inclusive, and the Declaration of  
Condominium thereof, recorded in Official Records Book  
\_\_\_\_\_ at Page \_\_\_\_\_, et seq., all of the Public  
Records of Pinellas County, Florida, and subsequent  
amendments thereto, if any.

This conveyance is subject to the following, and by  
accepting this Deed, Grantee hereby agrees to assume the  
following:

1. All taxes and special tax district assessments for the  
current year and subsequent years.
2. Conditions, restrictions, limitations and easements of  
record.
3. The terms and conditions of the Declaration of  
Condominium described above and each and every exhibit  
attached thereto.
4. All applicable Zoning and Subdivision ordinances and  
laws.
5. Any mortgage encumbering the aforescribed condominium  
parcel or any portion thereof, made contemporaneously  
with this Deed and executed by the Grantee herein to an  
institutional mortgagee as defined in said Declaration  
of Condominium.

TOGETHER with all the tenanments, hereditaments and appurtenances  
thereto belonging or in any wise appertaining.

EXHIBIT "I"

The Grantor does hereby fully warrant title to the  
aforescribed condominium parcel and will defend same against  
the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, MAINLANDS CONSTRUCTION CO., INC. has  
caused these presents to be executed by its duly authorized  
officer, and its corporate seal affixed, the day and year first  
above written.

Signed, Sealed & Delivered  
in the present of

MAINLANDS CONSTRUCTION CO.,  
INC.

\_\_\_\_\_

BY: \_\_\_\_\_  
Its \_\_\_\_\_

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared  
\_\_\_\_\_ as \_\_\_\_\_ of MAINLANDS  
CONSTRUCTION CO., INC., and \_\_\_\_\_ acknowledged before me that  
\_\_\_\_\_ executed the foregoing Instrument as such officer on behalf  
of said corporation, for the uses and purposes therein expressed.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 19 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

ACKNOWLEDGMENT, ASSUMPTION AND ACCEPTANCE BY GRANTEE:

Grantee, by acceptance and execution of this Deed,  
acknowledges that this conveyance is subject in every respect to  
the Declaration of Condominium and Exhibits attached thereto  
including but not limited to (whether the same are attached to  
the Declaration or referred to therein), the By-Laws of the  
Association, Articles of Incorporation, the Management Agreement,  
and all Amendments to the aforesaid Declaration and Exhibits; and  
Grantee further acknowledges reading and examination of said  
Declaration (referred to on the first page of this Deed) and said  
Exhibits, and acknowledges that each and every provision of the  
foregoing is essential to the successful operation and management  
of the Condominium property and in the best interests of and for  
the benefit of all the owners therein. Grantee and all owners of  
parcels in the aforescribed Condominium covenant and agree to  
abide by each and every provision of said Declaration of  
Condominium and Exhibits attached thereto. Grantee hereby  
ratifies and confirms and approves all of the terms and  
provisions of said Declaration of Condominium and Exhibits  
attached thereto. Grantee confirms that all warranties,  
representations and inducements, if any, are as contained in the  
aforesaid Declaration of Condominium and Exhibits attached  
thereto, and the common expenses of the Condominium and other  
charges, are estimates only. No warranty or guaranty is made or  
intended, nor may one be relied upon, except where same is

EXHIBIT "I"

Page 2 of 3 Pages

Ronald R. Goller, Attorney at Law  
Suite 202E, 2531 Landmark Dr., Clearwater, FL 33519

specifically warranted or guaranteed in said Declaration of Condominium and Exhibits attached thereto.

IN WITNESS WHEREOF, Grantee has hereunto set his hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

Signed, Sealed & Delivered  
in the presence of

\_\_\_\_\_

\_\_\_\_\_

GRANTEE

\_\_\_\_\_

\_\_\_\_\_

GRANTEE

STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me well known to be the individuals(s) in and who executed the foregoing instrument, and \_\_\_\_\_ acknowledged before me that \_\_\_\_\_ executed the same freely and voluntarily for the purposes therein expressed.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

EXHIBIT "I"

Page 3 of 3 Pages

Ronald R. Golie: Attorney at Law  
Suite 202E, 2531 Landmark Dr., Clearwater, FL 33519

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AGREEMENT FOR PURCHASE AND SALE OF A UNIT IN  
THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN  
CONDOMINIUM

Contract Date: \_\_\_\_\_ Delivery Date: \_\_\_\_\_  
(Approximate)

ORAL REPRESENTATION CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER, FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY FLORIDA STATUTES, SECTION 718.503 TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHTS TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE TO DEVELOPER PRIOR TO CLOSING, PURSUANT TO THIS CONTRACT, MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

MAINLANDS CONSTRUCTION CO., INC. a Florida Corporation, Developer, hereby acknowledges receipt of the sum of \_\_\_\_\_

Check ( ) \_\_\_\_\_  
Cash ( ) DOLLARS (\$ \_\_\_\_\_)

From \_\_\_\_\_ BUYER  
Address \_\_\_\_\_  
Zip, \_\_\_\_\_, Telephone \_\_\_\_\_

As a deposit on account of the Purchase Price of the following described real property according to the terms and conditions hereinafter set forth: Unit \_\_\_\_\_ THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN, a Condominium according to the Declaration thereof, Pinellas Park, Florida, together with a residence located or to be located thereon, according to the plans and specifications on file at the Developer's office (allowing for those deviations which may be occasioned by expediency, design, and practicability as determined at the discretion of Developer) in accordance with current construction schedules and subject to availability of labor and materials, said plans and specifications are hereby specifically made part hereof by reference.

MODEL NAME \_\_\_\_\_ PLAN \_\_\_\_\_  
Property Address \_\_\_\_\_ Pinellas Park, Florida 33565

Buyer agrees to pay the monthly charge to the Condominium Association, Management Company or assigns, for maintenance and recreation areas, in accordance with the Declaration of Condominium, which currently is \$ \_\_\_\_\_. The residence shall be constructed and assembled with the following additions, deletions, or changes if any:

Base Price . . . . .	\$ _____
Location Premium . . . . .	\$ _____
Standard Options:	
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Purchase Price Including Above Standard Options and Premium	\$ _____

The Buyer acknowledges that the only Standard Options to be included in the residence are those marked above. Buyer also acknowledges that he agrees to select his Floor Coverings, Cabinet Finish, and any Optional Extras WITHIN TWO (2) WEEKS after being directed to do so by Developer. Such selection will be set forth in the Addendum "A" to this contract.

EXHIBIT "J"

METHODS OF PAYMENT:

1. Payment Schedule: (Cash-Pre-Construction)  
 Buyer agrees to pay to Developer on the occurrence of the following event, the following percentages of the Total Purchase Price:  
 Down Payment (due prior to start of construction) 20% \$ \_\_\_\_\_  
 Slab Poured 15% \$ \_\_\_\_\_, Roof Dry In 20% \$ \_\_\_\_\_  
 Framing Inspection 20% \$ \_\_\_\_\_, Rough Stucco 15% \$ \_\_\_\_\_  
 Upon Closing 10% \$ \_\_\_\_\_ Total Purchase Price \$ \_\_\_\_\_

2. Payment Schedule: (other than Cash-Pre-Construction)  
 Down Payment (20%) \$ \_\_\_\_\_  
 Cash at Closing \$ \_\_\_\_\_  
 Mortgage at Closing \_\_\_\_\_  
 (Lender: \_\_\_\_\_) \$ \_\_\_\_\_  
 Total Purchase Price \$ \_\_\_\_\_

MORTGAGE PURCHASE CLAUSE

THIS CONTRACT IS CONTINGENT UPON PURCHASER OBTAINING A MORTGAGE LOAN COMMITMENT WITHIN 45 DAYS OF THIS CONTRACT. IN THE EVENT BUYER FAILS TO QUALIFY FOR SAID MORTGAGE, ALL DEPOSITS WILL BE REFUNDED.

The Buyer agrees to make application immediately with an approved bonafide lending institution and to execute all necessary papers for a mortgage loan on the above described property in an amount necessary to close. The Buyer agrees to pay all costs of placing and carrying said mortgage including but not limited to: abstract fees; escrow fees; interest on loan; survey charges; mortgage risk insurance; title insurance; loan origination fee; attorneys fees; and any and all other costs concerning said mortgage. However, in the event that the Buyer fails or refuses to execute all the necessary instruments required of him, promptly and when requested by the Developer, or fails or refuses to pay the mortgage closing costs or other sums as may be required, as set forth above, then, and in either event, in order to forestall expensive litigation on both the Developer and Buyer, it is mutually agreed that all deposits paid hereunder shall be retained by the Developer as liquidated damages.

GENERAL TERMS AND CONDITIONS

- Agreement. Buyer agrees to purchase from Developer and Developer agrees to sell to Buyer the residential condominium unit identified herein located in THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN a Condominium, at the total price set forth herein, subject to the terms and conditions hereinafter set forth.
- Improvements. Developer will complete the residential unit described herein in accordance with said plans and specifications. Developer shall include in the construction of such unit those optional items which Buyer has agreed to purchase as indicated herein. It is mutually agreed that the approval of the construction, as evidenced by the final inspection of the City or County Building Inspector or lending agency's agent, shall constitute evidence of the completion of the residential unit and other units as provided for in said plans and specifications.
- Delivery Date. The Developer, subject to the provisions of this contract, agrees to use its best effort to deliver the completed residence mentioned herein pursuant to approximate delivery date shown herein. However, Developer can neither imply nor guarantee a firm completion and availability date, such advance projections being, and by their nature, having to be, approximate estimates. Developer shall make reasonable and diligent effort to meet or to exceed estimated construction schedules, but Developer shall not be obligated to make, provide, or compensate for any accommodations, damages or inconveniences caused to Buyer as a result of construction delays, regardless of the reason for such delays. Further, such delays shall not serve to cancel, amend or diminish any of the Buyer's obligations herein undertaken.
- Submission of Property to the Condominium Form of Ownership. The Developer has submitted the said real property and the improvements hereon to the condominium form of ownership pursuant to the provisions of Chapter 718, Florida Statutes. The Developer has recorded among the Public Records of Pinellas County, Florida (the county in which the Condominium is located), such documents and instruments as are required to be filed under the laws of the State of Florida to create and maintain the condominium. The Developer reserves the right to make changes in any of such recorded condominium documents as Developer, governmental authorities

EXHIBIT "J"



having jurisdiction over the property, title insurance companies, or mortgage lenders require or deem necessary, providing the changes do not materially alter the boundaries of the unit, change the size of the common elements to the prejudice of the Buyer, decrease Buyer's share in the common surplus or increase Buyer's share in the common expenses, or otherwise materially affect the rights of the Buyer, or the value of the unit.

5. Delivery of Certain Documents. Developer has delivered to Buyer a copy of the Prospectus of THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN a condominium; the Articles of Incorporation of The Mainlands Unit Seven Condominium Association, Inc. (the "Association"); the By-Laws of the Association; the projected Estimated Operating Budget of the Association; a Floor Plan of the unit and other documents required by law to be delivered to Buyer. THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING. In the event the Buyer shall terminate this agreement as above provided, the Buyer shall be entitled to receive repayment of all monies paid by Buyer hereunder as provided in Section 718.202, Florida Statutes.

6. Closing. The balance of the purchase price to be paid by Buyer shall be payable at closing which shall be held within ten (10) days from the day of deposit in United States mail, certified, return receipt requested, of written notice to Buyer at the address above set forth, or such address that Developer has been advised in writing by Buyer, of date, time and place of closing. Mailing of such notice shall constitute evidence of notice to Buyer of closing and failure of Buyer to personally appear at closing and/or close this transaction in full compliance with the terms and conditions of this Agreement shall constitute a default. At closing Buyer shall pay to Developer the balance of the purchase price plus any balance due for extras or change orders requested by Buyer.

7. Effect of Conveyance. The acceptance by Buyer of conveyance herein contemplated shall be deemed to be a full performance and discharge of every agreement and obligation on the part of the Developer to be performed pursuant to the provisions of this Agreement, except those which survive by operation of law or are herein specifically stated to survive the delivery of the conveyance.

8. Conveyance. At the closing, the Developer shall execute and deliver to Buyer a warranty deed conveying the unit unto Buyer subject to all conditions, restrictions, reservations, limitations, easements, and encumbrances referred to or to be referred to in any instruments, documents and materials, including but not limited to the Prospectus and all exhibits thereto which shall have been delivered to Buyer more than fifteen (15) days prior to the Buyer's right to cancel and terminate this Agreement, as set forth in Section 718 above, shall lapse; subject, also, to real estate taxes for the year of closing. All mortgages and liens now or hereafter encumbering the unit will be discharged or released at or prior to the closing, or at Developer's option they may be paid from the proceeds of the sale. All rights of Buyer under this Agreement are hereby subordinated to the lien of any mortgages placed upon the condominium or the unit prior to closing, provided that the unit shall be released from the same at the closing or prior thereto. If Buyer at the time of closing shall find the Developer's title does not conform to the provisions of this Agreement and it appears that such objection to title may, according to reasonable expectation, be removed as an objection within sixty (60) days, Buyer's obligations hereunder shall remain in full force and effect in the meantime. Nothing herein contained shall require Developer to bring any action or proceeding or incur any expense in order to remove such objection to title and any attempt By Developer to cure such objection to title shall not be construed as one that would give Buyer the right to refuse delivery of the deed.

9. Default. In the event that Buyer fails or refuses to execute all of the necessary instruments required to be executed by the Buyer in accordance with the terms of this Agreement, or fails to abide by the provisions set forth in this Agreement, or fails or refuses to pay any sums due the Developer or the purchase price or any closing costs or other sums as may be required herein, then and in that event, the Developer shall be entitled to give the Buyer twenty (20) days written notice of said default at the address of the Buyer above set forth. In the event the Buyer shall fail to cure said default within said twenty (20) day

EXHIBIT "J"

period, then and in that event, the Developer shall be entitled to be paid any deposit made by the Buyer as liquidated damages in order to properly compensate the Developer for expenses which it may have incurred in connection with this transaction and damages which it may have suffered. Developer and Buyer acknowledge that the actual amount of damages sustained by Developer in the event of a default by Buyer are impossible to ascertain, and, therefore, hereby agree upon the amount of damages as herein set forth.

10. Developer Unable to Convey. In the event that Developer shall be unable to convey the unit in accordance with this Agreement and Buyer elects to rescind this Agreement, then and upon the occurrence of any of such events, at the option of the Buyer, the Developer shall return to Buyer any deposit made hereunder by Buyer, together with interest thereon provided in the Escrow Agreement described herein, unless previously forfeited to Developer due to Buyer's default, and upon such refund being made to Buyer, this agreement shall be cancelled and be of no force or effect, and Developer shall be under no obligation or liability whatsoever to Buyer for any damages that Buyer may have sustained and neither party shall have any further liability to the other.

11. Risk of Loss. Risk of loss to the unit prior to closing of the transaction contemplated hereby shall be borne by the Developer.

12. Non-Assignability. This Agreement is personal to Buyer and cannot be assigned by Buyer without written approval of Developer.

13. Agreement Not To Record. Buyer agrees not to record or cause this agreement to be recorded in the Public Records of Pinellas County. The recording of this Agreement shall constitute a default by Buyer.

14. No Representation as to Tax or Economic Benefits. Buyer acknowledges that neither the Developer nor any of its agents or representatives have made any representation of any kind as to tax or other economic benefits or advantages, if any, which may be realized from owning the unit, nor any representations as to the ability or willingness of the Developer or its affiliates to assist Buyer in renting or leasing the unit if Buyer should so elect at a later date.

15. Notice. The delivery of any item and the giving of notice in compliance with this Agreement shall be accomplished by delivery of the same to the party intended to receive it or by depositing such notice in the United States mail addressed to the address of the party herein stated. Notice by mail shall be effective when mailed.

16. Effective Date. The effective date of this Agreement is the date of acceptance by Developer.

17. Time of the Essence. Time shall be of the essence of this Agreement and this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto and the same shall be construed under the laws of the State of Florida.

18. Escrow of Deposits. Buyer shall make checks for deposits equal to 10% of purchase price due hereunder payable to the order of the Escrow Agent designated by the Developer or its agents. All other payments due hereunder shall be made payable to Developer. Upon approval hereof by Developer, Developer shall deliver a copy hereof and the deposit check or checks to said Escrow Agent to be held by said Escrow Agent as provided in the Escrow Agreement, a copy of which shall be included in the Prospectus. In the event that Buyer shall be entitled to a refund of such deposits hereunder, Developer shall instruct said Escrow Agent to refund said deposits to Buyer with interest earned, if any. In the event Developer shall be entitled to be paid such deposits, either upon closing or as liquidated damages for Buyer's default, Buyer shall instruct said Escrow Agent to release said deposits to Developer, together with interest as provided therein. The parties hereto agree to indemnify and hold the Escrow Agent harmless of and from any and all claims in any way arising out of or under this escrow provision. The escrow Agent is Ticor Title Insurance Company, whose address is 30 Sixth Street North, St. Petersburg, Florida 33731. Buyer may obtain a receipt for his deposit from the Escrow Agent upon request.

19. General. This Agreement constitutes the entire agreement between the parties and contains all the agreements, obligations and representations of the Developer except for those contained in the documents to be furnished to Buyer as herein set forth. This Agreement shall not be modified except in writing by both parties. The various headings used in the Agreement before certain paragraphs and subparagraphs

EXHIBIT "J"

are intended solely as a reference guide and Developer assumes no liability for the accuracy and completeness with which they describe the matters contained in the provisions to which they refer. Any gender used herein shall include all genders and legal entities, and the plural number shall include the singular and the singular shall include the plural. This Agreement shall be interpreted, construed and enforced under the laws of the State of Florida;

ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE TO DEVELOPER PRIOR TO CLOSING, PURSUANT TO THIS CONTRACT, MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

IN WITNESS WHEREOF, Buyer and Developer have executed this Agreement as of the dates set forth below their respective signatures.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
BUYER \_\_\_\_\_ (SEAL)  
BUYER \_\_\_\_\_ (SEAL)  
DATE: \_\_\_\_\_

ACCEPTANCE

Developer hereby accepts and agrees to the terms and conditions as set forth in this Agreement.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
MAINLANDS CONSTRUCTION CO., INC.  
BY: \_\_\_\_\_  
Acceptance Date: \_\_\_\_\_

THE MAINLANDS UNIT SEVEN CONDOMINIUM ASSOCIATION, INC.

PROPOSED BUDGET OF OPERATIONS

	See Note No	Unit Owners		Association	
		Monthly	Yearly	Monthly	Yearly
1. Expenses of the association and condominium:					
a. Administration of the association	2	.64	7.64	70.00	840.0
b. Management fees	3	7.00	84.00	770.00	9240.0
c. Maintenance	4	39.03	468.41	4293.75	51525.0
d. Rent for recreational and other commonly used facilities		N/A	N/A	N/A	N/A
e. Recreation facility expenses:					
(1) Maintenance & supplies	5	3.02	36.27	332.50	3990.0
(2) Utilities	6	.27	3.27	30.00	360.0
(3) Insurance	7	1.06	12.73	116.67	1400.0
(4) Electricity	8	3.17	38.03	348.58	4183.0
f. Taxes upon association property		N/A	N/A	N/A	N/A
g. Taxes upon leased areas		N/A	N/A	N/A	N/A
h. Insurance		N/A	N/A	N/A	N/A
i. Security provisions		N/A	N/A	N/A	N/A
j. Other expenses					
(1) Street lights	9	1.36	16.28	149.25	1791.0
(2) Other electric	9	.68	8.15	74.67	896.0
k. Operating capital		N/A	N/A	N/A	N/A
l. Reserves:					
(1) Roof repair and replacement	10	12.61	151.27	1386.67	16640.0
(2) Building painting	11	4.69	56.27	515.83	6190.0
(3) Paving resurfacing	12	1.25	15.00	137.50	1650.0
(4) Other maintenance & replacement	13	3.18	38.18	350.00	4200.0
m. Fees payable to the division	14	.04	.50	4.58	55.0
2. Expenses of a unit owner:					
a. Rent for the unit, if subject to a lease		N/A	N/A	N/A	N/A
b. Rent payable by the unit owner directly to the lessor or agent under any recreational lease or lease for the use of commonly used facilities, which use and payment is a mandatory condition of ownership and is not included in the common maintenance paid by the unit owners to the association.		N/A	N/A	N/A	N/A

TOTAL	\$	78.00	936.00	8580.00	102960.00
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The accompanying notes are an integral part of this proposed budget of operations.

EXHIBIT "K"

The Mainlands Unit Seven Condominium Association, Inc.  
Notes To Proposed Budget Of Operation

General Assumptions used in Preparation of Budget

- A. As the receipts and disbursements will vary on a month to month basis due to the occupancy of new condominium units it has been assumed for budgeting purposes that all units are occupied.
- B. Possible deficiencies in receipts vs. disbursements created due to the random occupancy of new condominium units will be paid by the Developer in accordance with appropriate sections of the Declaration of Condominium relating to the developers contribution.

Note 1 - Maintenance Fees

<u>Number of Units</u>	<u>Monthly Fees</u>	<u>Monthly Receipts</u>	<u>Annual Receipts</u>
<u>110</u>	<u>\$78.00</u>	<u>\$ 8,580.00</u>	<u>\$ 102,960.00</u>

Note 2 - Administration of the Association

The allocation for administration of the association is an estimate of the cost of postage, office supplies, permits and fees and professional services needed for the efficient administration of the association.

Note 3 - Management Fees

The allocations for Management Fees are computed at \$ 7.00 per lot per month.

Note 4 - Maintenance

The allocations for maintenance are for the estimated cost of the necessary outside labor and the materials to perform the following:

- (a) maintain and repair the streets, storm drains and sidewalks of the condominium,
- (b) maintain, adjust and repair the sprinkler system of the condominium,
- (c) replace diseased or damaged sod or landscaping of the individual units,
- (d) share the cost of maintaining the entrance way from U.S. 19 and the first 600' of the median islands into the Mainlands with Units 1 - 6 of the Mainlands,
- (e) mow and edge the lawns of the individual units on a seasonally scheduled basis as well as to fertilize twice a year and treat for mole crickets once a year,
- (f) mow the medians, 40th Street right of way, landscape buffers and lake banks periodically and control weeds in the lake.

Additionally, the allocation for maintenance includes the salary and related expenses of one part-time maintenance person.

Note 5 - Recreation Facility Maintenance and Supplies

The allocation for recreation facility maintenance and supplies is an estimate of the cost of labor and supplies necessary to maintain the recreation building, swimming pool and other recreation facilities.

Note 6 - Recreation Facility Utilities

The allocation for recreation facility utilities is an estimate of the cost of water, sewer and trash removal for the recreational facility.

Note 7 - Recreation Facility Insurance

The allocation for recreation facility insurance is an estimate of the cost to provide liability insurance and property damage insurance on the recreation facility.

EXHIBIT "K"

Note 8 - Recreation Facility Electricity

The allocation for recreation facility electricity is an estimate of the cost to provide electric service to the recreation building, swimming pool and other recreation facilities.

Note 9 - Other expenses

The allocations for other expenses are estimates of the cost of electricity for operation of the street lights and irrigation pumping facilities of the condominium.

Note 10 - Roof repair and replacement

The allocation for roof repair and replacement is an estimate of the cost to repair and replace the roofs of the buildings as necessary.

Note 11 - Building painting reserve

The reserve for building painting is an estimate of the cost to repaint the exterior of the individual buildings

Note 12 - Paving resurfacing reserve

The reserve for paving resurfacing is an estimate of the cost to repair and repave the streets as necessary.

Note 13 - Reserve for Maintenance and Replacement

The reserve for maintenance and replacement is an estimate of the cost to perform major repairs upon or replace association property which has deteriorated through use or time.

Note 14 - Fees payable to the division

The allocation for fees payable to the division is for the annual state permit charge of \$ .50 per unit.

Note 15 - General Information

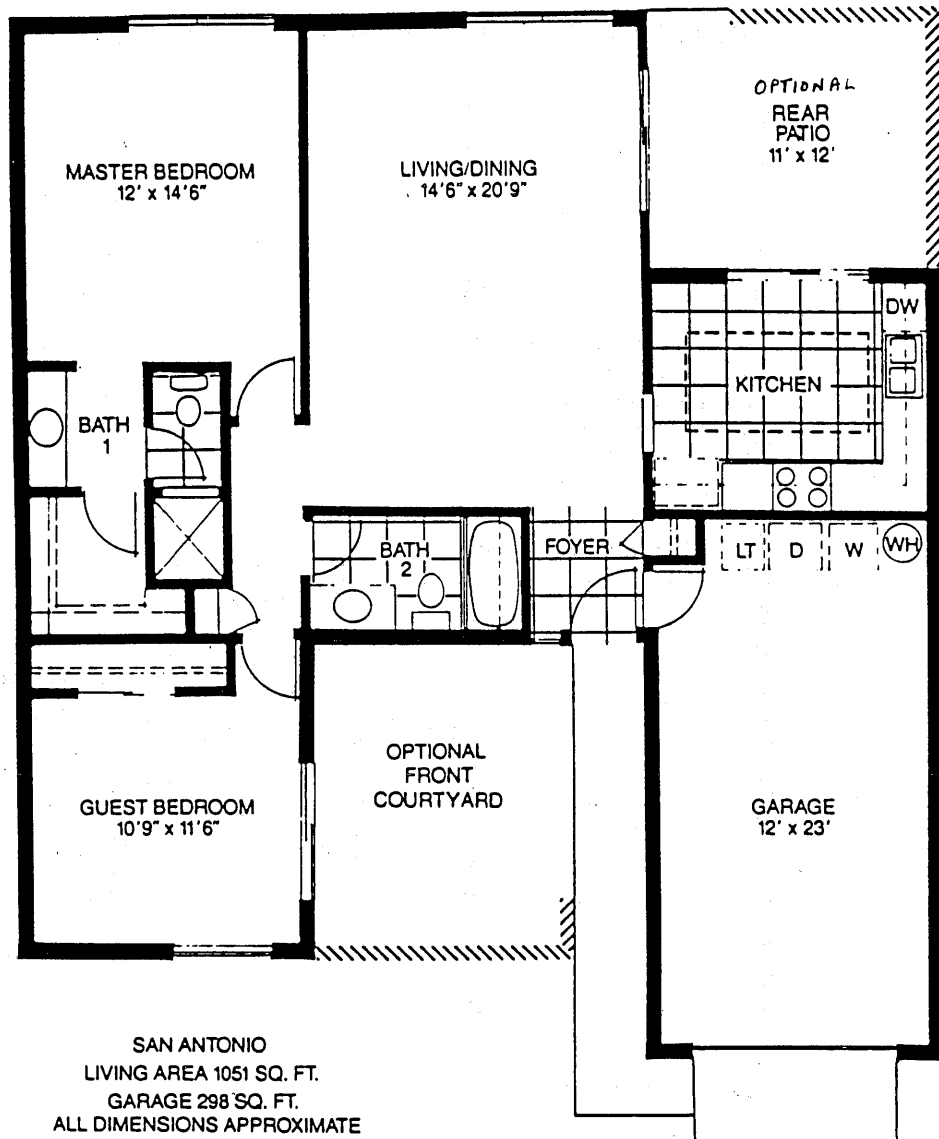
The expenses reflected in the budget are estimates of the costs to provide the services noted and are based on costs for the operation of associations of similar size and nature to Unit Seven at the Mainlands of Tamarac By The Gulf. The Management Company will disburse funds to obtain and provide these services as outlined in the budget, and as may otherwise be directed by the Association, to pay the ACTUAL COSTS INCURRED to provide these services and pay the expenses of the Association.

Where contracts are required to obtain such services the Management Company or Association will issue such contracts in accordance with the provisions of Section 718.3025 of the Florida Statutes (1983) and applicable provisions of the Declaration of Condominiums, Articles of Incorporation and By-Laws of the Association.

Assessment Guarantee

The monthly assessment of each unit other than those owned by the Developer has been guaranteed by the Developer for a period of time and the Developer is obligated to contribute to the Condominium any deficiencies between the monthly assessments collected and the actual cost of operation during this guarantee period. Reference should be made to Article VII of the Declaration of Condominium regarding this matter.

EXHIBIT "K"



SAN ANTONIO  
 LIVING AREA 1051 SQ. FT.  
 GARAGE 298 SQ. FT.  
 ALL DIMENSIONS APPROXIMATE

EXHIBIT "L"

Page 1 of 3 Pages

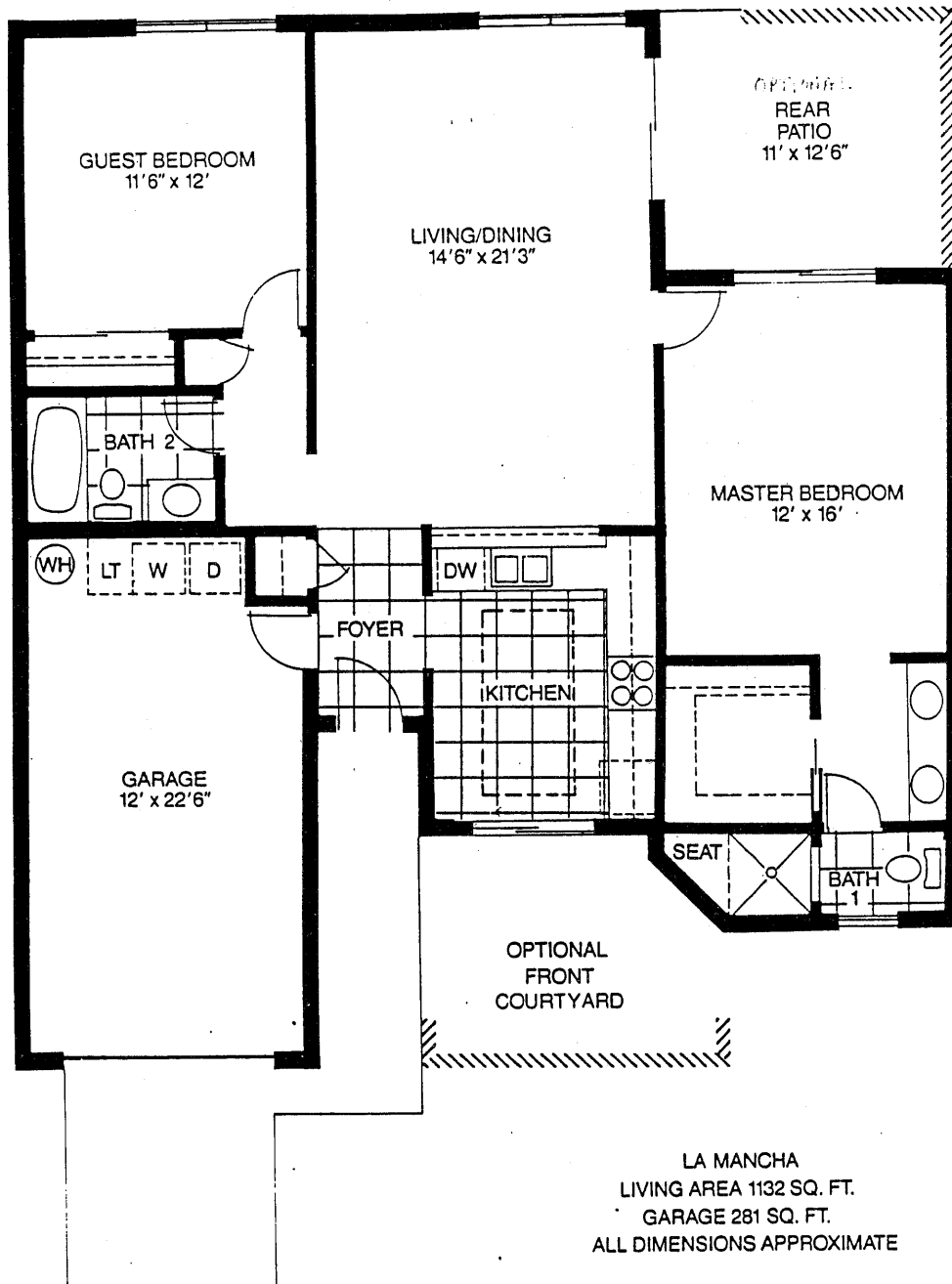
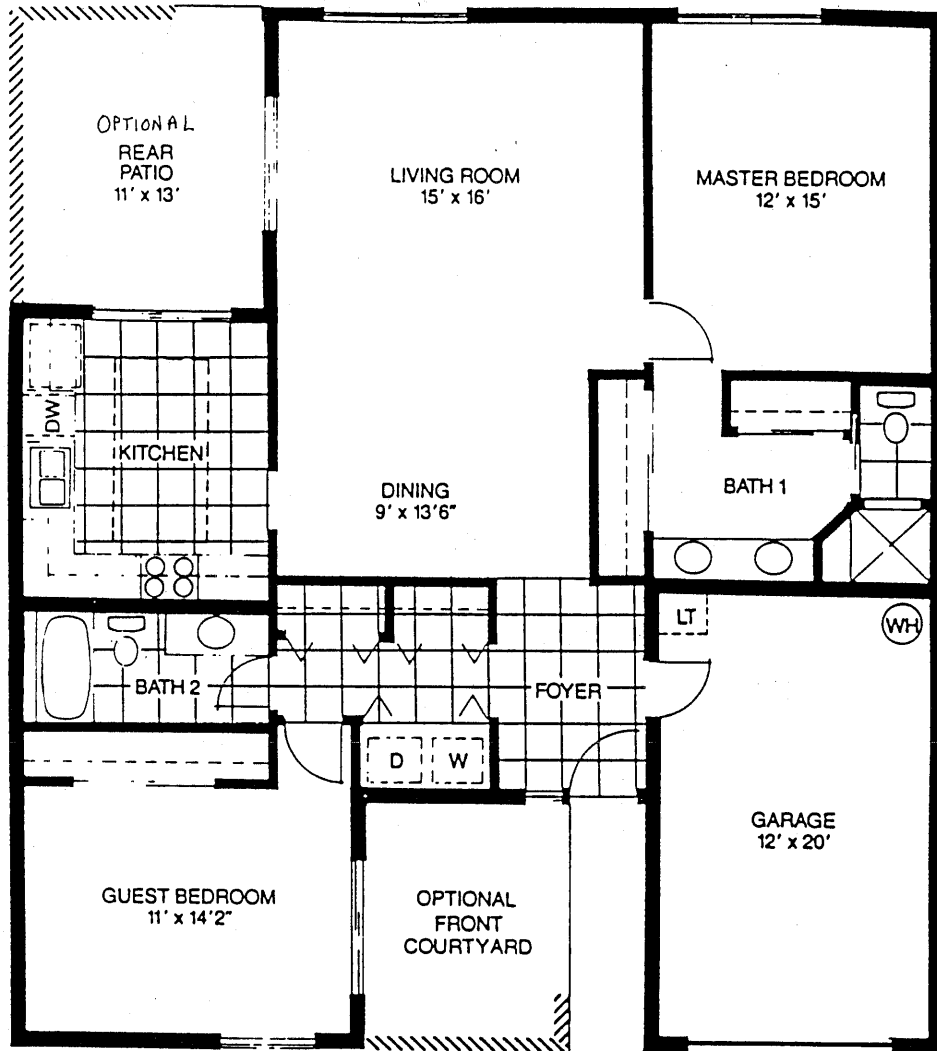


EXHIBIT "L"





SEVILLE  
 LIVING AREA 1264 SQ. FT.  
 GARAGE 255 SQ. FT.  
 ALL DIMENSIONS APPROXIMATE

EXHIBIT "L"

Page 3 of 3 Pages

Return to:  
This Instrument Prepared By:  
Ronald R. Goller, Esq.  
202 E. Northwood Plaza  
2531 Landmark Drive  
Clearwater, Florida 33519

This document amends  
the Condominium Plat  
Book 80, at Pages 74  
through 75.

85049132

D.R. 5947 PAGE 1647

1 US 9.00  
3 Int 9.00  
Tot 9.00

CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM AND PLAT OF  
THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN

NOTICE IS HEREBY GIVEN that the Declaration of Condominium of THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN, a Condominium, as originally recorded in Official Records Book 5886 at page 945, et seq., and the Plat of which was originally recorded in Condominium Plat Book 80, at Pages 74 through 75, all of the Public Records of Pinellas County, Florida, is hereby amended pursuant to Section 718.104(4)(e), Florida Statutes, by the filing of the Surveyor's Amended Certificate which is attached hereto, by reference made a part hereof and marked "Amendment Exhibit 1" for identification.

IN WITNESS WHEREOF, Mainlands Construction Co., Inc., as Developer of THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN, has caused this Amendment to the Declaration of Condominium to be signed in its name by its President, and the Corporate Seal affixed, this 5<sup>th</sup> day of March, 1985.

Witnesses:

MAINLANDS CONSTRUCTION CO., INC.

Michael F. M. Queen

By: [Signature]  
Its President

Margaret Baranicki

(CORPORATE SEAL)

MAR 11 5 36 PM '85

STATE OF FLORIDA )  
 ) SS  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me on this 5<sup>th</sup> day of March, 1985 by F. H. Sattes, Jr., President of MAINLANDS CONSTRUCTION CO., INC., a Florida corporation, on behalf of the corporation.

Margaret Baranicki  
Notary Public

My Commission Expires: 1/25/87 EXHIBIT "M"

Page 1 of 3 Pages  
Notary Public, State Of Florida  
My Commission Expires Jan. 25, 1987  
Bonded By SAFECO Insurance Company of America

Ronald R. Goller, Attorney at Law  
Suite 202E, 2531 Landmark Dr., Clearwater, FL 33519

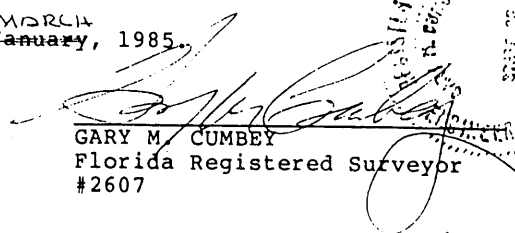
(94)

SURVEYOR'S CERTIFICATE

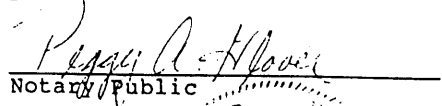
THE UNDERSIGNED, a Registered Land Surveyor in the State of Florida, prepared a survey dated the 7th day of September, 1984 of THE MAINLANDS OF TAMARAC BY THE GULF UNIT SEVEN, a Condominium, such survey being attached as an Exhibit to the Declaration of Condominium of THE MAINLANDS OF TAMARAC BY THE, GULF UNIT SEVEN, a Condominium, said survey recorded in Condominium Plat Book 80, Pages 74 through 75, inclusive, of the Public Records of Pinellas County, Florida.

The construction of the improvements is substantially completed so that said survey as attached to the Declaration of Condominium, is a correct representation of the units and the common elements described, and that there can be determined therefrom the identification, location, dimensions and size of each unit and the common elements.

Dated this 4<sup>TH</sup> day of <sup>MARCH</sup> ~~January~~, 1985.

  
GARY M. CUMBEY  
Florida Registered Surveyor  
#2607

Sworn to and subscribed before me this 4<sup>TH</sup> day of <sup>MARCH</sup> ~~January~~, 1985, at Clearwater, Pinellas County, Florida.

  
Notary Public

My Commission Expires: 1-7-87



AMENDMENT EXHIBIT 1  
Page 1 of 1 Page

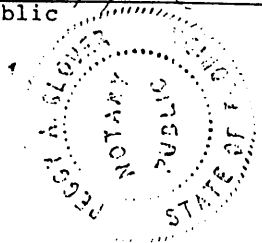


EXHIBIT "M"  
Page 2 of 3 Pages

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EXHIBIT "M"

Page 3 of 3 Pages

(96)

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(RESERVED FOR FUTURE AMENDMENTS)

EXHIBIT "N"





FLORIDA DEPARTMENT OF STATE  
Division of Corporations

August 17, 2011

LAW OFFICE OF CIANFRONE & DeFURIO P.A.  
ATTN; JOSEPH R. CIANFRONE  
1964 BAYSHORE BOULEVARD, SUITE A  
DUNEDIN, FL 34698

Pursuant to your recent inquiry, we are enclosing the certification you requested.

Should you have any questions regarding this matter you may contact our office at (850) 245-6933.

Marcus Gilliam  
Certification Section

Letter No. 111A00019312



FLORIDA DEPARTMENT OF STATE

**THE ATTACHED COPIES ARE  
THE BEST AVAILABLE.**

**SOME OR ALL OF THE ORIGINAL  
DOCUMENTS SUBMITTED FOR  
FILING WERE NOT SUITABLE FOR  
MICROFILMING.**



# State of Florida



## Department of State

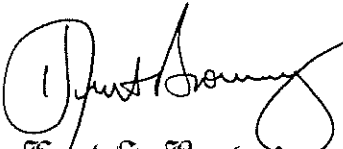
I certify the attached is a true and correct copy of the Articles of Incorporation of MAINLANDS UNIT SEVEN CONDOMINIUM ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on May 23, 1984, as shown by the records of this office.

The document number of this corporation is N03258.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Seventeenth day of August, 2011



CR2EO22 (1-11)

  
Kurt S. Browning  
Secretary of State

ARTICLES OF INCORPORATION

OF

MAINLANDS UNIT SEVEN CONDOMINIUM ASSOCIATION, INC.  
A CORPORATION NOT FOR PROFIT

1. Name and Place of Business. The name of the Corporation is LAINLANDS UNIT SEVEN CONDOMINIUM ASSOCIATION, INC. The place of business shall be 1201 Swann Avenue, Tampa, Florida 33606 or such other place in Florida as the Board of Directors may determine from time to time.

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 purposes 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 OF TAMARAC BY THE GULF UNIT SEVEN Condominium, and to transact any or all lawful business. Said Condominium is herein called "Condominium" and the "Declaration of Condominium". A description of the lands of the Condominium is set forth in the 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 by delivering to the Corporation a certified copy of each instrument. Immediately upon such recordation and delivery, the owner designated by such instrument shall thereby become a member of the Corporation. The membership of the prior owner of such condominium shall be thereby terminated.

4. Term. The existence of the Corporation shall be perpetual unless the Condominium is terminated pursuant to the provisions of its Declaration and, in that event of such termination, the Corporation shall be dissolved in accordance with law.

5. Names and Residences of Subscribers. The names and addresses of the subscribers to these Articles of Incorporation are:

F. S. Sattes, Jr.	1201 Swann Avenue Tampa, Florida 33606
William L. Case	1201 Swann Avenue Tampa, Florida 33606
Michael McQueen	1201 Swann Avenue Tampa, Florida 33606

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 the powers set forth in Article 11 hereof, particularly those set forth in Articles 11.3 and 11.4, notwithstanding the fact that some or all of them who may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or consummation of the agreements executed pursuant to such powers are some or all of the persons with whom the Corporation enters into such agreements. Disclosure of such agreements by setting forth the same in the Declaration, as initially declared or subsequently redeclared or



amended, shall stand as an absolute and confirmation of such agreements and the valid exercise by the directors and officers of this Corporation of the powers pertinent thereto.

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

President	F. H. Sattes, Jr.
Vice President	William L. Case
Secretary	Michael McQueen
Treasurer	Michael McQueen

8. Board of Directors. The Board of Directors shall consist of not less than three (3) nor more than five (5) persons, as shall hereafter be provided, from time to time, by the By-Laws of the Corporation. The initial Board of Directors shall consist of three (3) persons and the names and addresses of the persons who are to serve as such, until the first election thereof, are as follows:

F. H. Sattes, Jr.	1201 Swann Avenue Tampa, Florida 33606
William L. Case	1201 Swann Avenue Tampa, Florida 33606
Michael McQueen	1201 Swann Avenue Tampa, Florida 33606

9. By-Laws. The original By-Laws are to be made by the Board of Directors and shall be those By-Laws annexed to the Declaration. They may thereafter be amended, altered or rescinded only in accordance with the provisions of such By-Laws and the Declaration relating to amendment.

10. Amendment of Articles. These Articles of Incorporation may only be amended by a two-thirds (2/3) vote of the voting members as defined in the Declaration of Condominium.

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

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

11.2 Chapter 718. All the powers of an Association as set forth in Chapter 718, Florida Statutes (1983), as amended.

11.3 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 By-Laws relative thereto.

11.4 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 and delegated to it by the Declaration and/or By-Laws.

12. Initial Registered Office and Agent. The street address of the initial registered office of this Corporation is 1201 Swann Avenue, Tampa, Florida 33606, and the name of the initial Registered Agent of this Corporation is F. H. Sattes, Jr.

EXHIBIT "3"

PAGE 2 OF 3 PAGES

Ronald R. Goller, Attorney at Law

Suite 202E, 2531 Landmark Dr., Clearwater, FL 33519



ACCEPTED:

F. H. SATTES, JR.

13. Indemnification. The Corporation shall indemnify any officer or director or any former officer or director to the full extent permitted by law.

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 14<sup>th</sup> day of May, 1984.

Witnesses:

Michael F. McQueen

F. H. SATTES, JR.

William L. Case

WILLIAM L. CASE

Michael McQueen

MICHAEL MC QUEEN

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized to take acknowledgments in the State and County aforesaid, personally appeared F. H. SATTES, JR., WILLIAM L. CASE and MICHAEL MC QUEEN, to me known to be the persons described as Incorporators in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they subscribed to these Articles of Incorporation.

WITNESS my hand and official seal in the County and State named above, this 14<sup>th</sup> day of May, 1984.

Notary Public  
NOTARY PUBLIC

My Commission Expires: 1-25-87

Notary Public, State of Florida  
My Commission Expires January 25, 1987

FILED  
MAY 25 1984  
HILLSBOROUGH COUNTY  
FLORIDA

EXHIBIT "E"

PAGE 3 OF 3 PAGES



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

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE  
FOLLOWING IS SUBMITTED:

FIRST, THAT MAINLANDS UNIT SEVEN CONDOMINIUM ASSOCIATION,  
INC., DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE  
OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS IN THE CITY OF  
TAMPA, STATE OF FLORIDA, HAS NAMED F. H. SATTES, JR., LOCATED AT  
1201 SWANN AVENUE, CITY OF TAMPA, STATE OF FLORIDA, AS ITS AGENT  
TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA.

SIGNATURE: \_\_\_\_\_

(CORPORATE OFFICER)  
F. H. SATTES, JR.

TITLE: \_\_\_\_\_

PRESIDENT

DATE: \_\_\_\_\_

May 14, 1984

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE  
STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE,  
I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO  
COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER  
AND COMPLETE PERFORMANCE OF MY DUTIES.

SIGNATURE: \_\_\_\_\_

(RESIDENT AGENT)  
F. H. SATTES, JR.

DATE: \_\_\_\_\_

May 14, 1984

REC'D  
MAY 22 9 55 AM '84  
STATE