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O.R. 4967 PAGE 1887

DECLARATION OF CONDOMINIUM

REDINGTON PLACE, A CONDOMINIUM

JAN 10 3 20 PM '80

ARTICLE I

SUBMISSION STATEMENT

SUNCOAST HOMES, a Florida general partnership, the Developers of REDINGTON PLACE, A CONDOMINIUM, and the owner and holder of the fee simple title in and to the real property hereinafter described in Article III hereof entitled "LAND", hereby submit the same to condominium ownership pursuant to Chapter 718, Florida Statutes, The Condominium Act, upon the terms, conditions, restrictions, reservations and limitations hereinafter set forth. Except where variances permitted by law appear in this Declaration or in the attached By-Laws or in lawful amendments to either of them, the provisions of The Condominium Act as presently constituted, including the definitions therein contained, are adopted and included herein by express reference.

ARTICLE II

NAME

The name by which this Condominium is to be known and identified is REDINGTON PLACE, A CONDOMINIUM.

ARTICLE III

LAND

The legal description of the real property included in the Condominium and submitted herewith to condominium ownership is:

See Exhibit "A"

ARTICLE IV

IDENTIFICATION OF UNITS

The Condominium property consists of the land described in Article III hereof and all easements and rights appurtenant thereto, together with the buildings and other improvements constructed thereon, which includes the units, common elements and limited common elements as reflected on the condominium plat incorporated herein by reference. In addition, the Condominium property shall include as common elements and/or to be treated as common elements any interest in real property acquired by the Condominium Association in accordance with the provisions of Article XXV entitled "RECREATIONAL FACILITIES" herein contained. The principal improvements on the real property submitted herewith to condominium ownership consist of one (1) apartment building and a swimming pool. The apartment building will contain eighteen (18) apartment units, all of which apartment units contain two (2) bedrooms and two (2) bathrooms.

The apartment building consists of three (3) stories with six (6) apartment units on each story.

Each of the apartment building's apartment units, each of which is declared to be a condominium unit, is designated by a three-digit identifying number. The first

DECLARATION - EXHIBIT 2

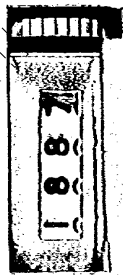
CONDOMINIUM PLAT PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 39 PAGES 28, 29, & 30 INCL.

GOZA, HALL, PEACOCK AND PETERS, P. A., ATTORNEYS AT LAW, CLEARWATER, FLORIDA

THIS INSTRUMENT WAS PREPARED BY
R. TIMOTHY PETERS, ATTORNEY
P. O. BOX 6310, CLEWIS, FLA. 33518
602A HALL, PEACOCK AND PETERS, P.A.

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digit identifies the floor upon which the apartment is located, to-wit, "1" corresponds to the first floor, "2" corresponds to the second floor, etc. The next two digits, "01" through "06" inclusive, identify the particular apartment involved.

Parking spaces and the balconies or porches which abut each unit are limited common elements, appurtenant to those units to which they are assigned, or to which they abut, the use of which is restricted to the units to which they are assigned or to which they abut. The areas, rooms and spaces which are not within the boundaries of a condominium unit are common elements or limited common elements and shall be used, occupied, dealt with and managed as provided for in The Condominium Act and hereafter in this Declaration of Condominium.

A. Each numbered unit shall have as its boundary lines the interior unpainted finished surfaces of the ceiling, floor and perimeter walls. All bearing walls located within a unit constitute part of the common elements up to the unpainted finished surface of said walls. All doors, be they glass or otherwise, which are in the perimeter walls of a unit shall be a part of the unit up to the exterior unfinished surface thereof.

B. Each condominium parcel includes the undivided interest of each unit owner in and to the common elements, it being understood that all conduits and wires up to their outlets and all other utility lines and pipes up to their outlets, regardless of location, constitute parts of the common elements. Each condominium parcel includes the condominium unit together with the undivided share in the common elements which is appurtenant to the unit and the interior of each unit in any limited common elements appurtenant to that unit such as parking spaces.

ARTICLE V

SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

A. The information required by Section 718.104(4) (e) of The Condominium Act is set forth in Exhibit "B". Construction of the Condominium is on the date hereof substantially completed.

B. The initial directors of the Association shall establish a parking plan and will assign one (1) parking space to each of the units in the condominium. Additional parking spaces shall be allocated as guest parking spaces and shall be used in common by owners' guests and invitees, pursuant to reasonable rules and regulations to be adopted from time to time by the Association. The parking plan need not be recorded in the Public Records but the Association shall keep said plan in its records and make same available to unit owners at all reasonable times.

ARTICLE VI

UNDIVIDED SHARES IN THE COMMON ELEMENTS, AND SHARE IN THE COMMON EXPENSES AND COMMON SURPLUS APPURTENANT TO EACH UNIT

The percentage of ownership of the common elements,

which shall also be the percentage of sharing common expenses and the percentage of owning common surplus, appurtenant to each unit is attached hereto and made a part hereof as Exhibit C.

ARTICLE VII
CONDOMINIUM ASSOCIATION

The Association responsible for the operation of this Condominium is REDINGTON PLACE CONDOMINIUM ASSOCIATION, INC. The Association shall have all the powers, rights and duties set forth in this Declaration, the By-Laws and the rules and regulations enacted pursuant to such By-Laws. The Association is sometimes herein referred to as the Condominium Association, the Association or the Corporation. A copy of the Articles of Incorporation of the Association are appended hereto as Prospectus Exhibit No. 3. Amendments to the Articles of Incorporation shall be valid when adopted in accordance with their provisions and filed with the Secretary of State or as otherwise required by Chapter 617, Florida Statutes, as amended from time to time. Article XI of this Declaration regarding amendments to this Declaration shall not pertain to amendments to the Articles of Incorporation, the recording of which shall not be required among the Public Records to be effective unless such recording is otherwise required by law. No amendment to the Articles shall, however, change any condominium parcel or the share of common elements, common expenses or common surplus attributable to a parcel nor the voting rights appurtenant to a parcel unless the record owner or owners thereof and all record owners of liens upon such parcel or parcels shall join in the execution of such amendment.

ARTICLE VIII
BY-LAWS

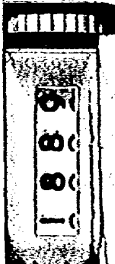
The operation of the Condominium Property shall be governed by the By-Laws of the Condominium Association which are annexed to this Declaration as Prospectus Exhibit No. 4 and made a part hereof. Said By-Laws may be amended in the same manner and with the same vote required as for amendments to this Declaration.

ARTICLE IX
EASEMENT FOR INGRESS AND EGRESS

The undersigned does hereby create, as part of the common elements of REDINGTON PLACE, A CONDOMINIUM, for the benefit of all unit owners of REDINGTON PLACE, A CONDOMINIUM, a non-exclusive easement for ingress and egress over all streets, walks, and other rights-of-way serving the units of REDINGTON PLACE, A CONDOMINIUM, as shown on Exhibit B.

ARTICLE X
MEMBERSHIP IN THE CONDOMINIUM ASSOCIATION
AND VOTING RIGHTS OF UNIT OWNERS

Every owner of a condominium unit whether he has acquired title by purchase from the Developer, the Developer's grantee, successor or assigns, or by gift, conveyance or by operation of law, is bound to and hereby agrees that he shall accept membership in the Condominium Association described in Article VII hereinabove and does hereby agree to be bound by this Declaration, the By-Laws of the Condominium Association



and the rules and regulations enacted pursuant thereto and the provisions and requirements of The Condominium Act and of the lawful amendments thereto. Membership is automatic upon acquisition of ownership of a condominium unit and may not be transferred apart and separate from a transfer of the ownership of the unit. Membership shall likewise automatically terminate upon sale or transfer of the unit, whether voluntary or involuntary.

The owner of every condominium unit shall accept ownership of said unit subject to restrictions, easements, reservations, conditions and limitations now of record and affecting the land and improvements constituting the Condominium Property.

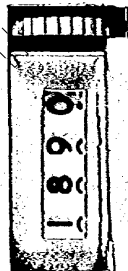
Subject to the provisions and restrictions set forth in the By-Laws of the Condominium Association, each apartment condominium unit owner is entitled to one vote in the Condominium Association for each apartment condominium unit owned by him. Voting rights and qualifications of voters and membership in the Corporation are more fully stated, qualified and determined by the provisions of the Charter of the Association and by its By-Laws, which By-Laws are attached hereto and made a part hereof as Prospectus Exhibit 4. Whenever a particular numerical or percentage vote is called for or provided for in this Declaration or in the By-Laws, unless the particular provision describing the vote required shall specifically require to the contrary, the vote required shall be that percentage or fraction of the total number of votes of the condominium unit owners present and voting or, if the provision involved so requires, of the total number of votes entitled to be voted on the matter. Unless a particular provision shall require otherwise, a majority vote of the number of votes of unit owners present and voting and entitled to vote on any matter shall be controlling, providing a quorum is present.

ARTICLE XI

AMENDMENT TO DECLARATION

A. Except as elsewhere provided in this Declaration, this Declaration may be amended from time to time by resolution adopted at any regular or special meeting of the unit owners of the Condominium called in accordance with the By-Laws at which a quorum is present, such adoption to be by the affirmative vote of a majority of the total number of votes to which the unit owners present and voting shall be entitled. Such amendment shall be duly recorded in compliance with requirements of The Condominium Act. No amendment shall change any condominium parcel nor the share of the common elements, common expenses or common surplus attributable to any parcel, nor the voting rights appurtenant to any parcel, unless the record owners or owner thereof and all record owners of liens upon such parcel or parcels shall join in the execution of such amendments.

B. The provisions of Paragraph A above notwithstanding, no provisions of this Declaration or of the By-Laws of the Condominium Association which requires to be effective, operational or to be enacted, a vote of the unit owners greater than that required in Paragraph A above, shall be amended or changed by any amendment to this Declaration or to the By-Laws of the Condominium Association insofar as they appertain to said provision or provisions, unless in addition to all other requirements of Paragraph A above being met, said amendment or change shall be approved by a vote of the membership not less than that required by this Declaration or the By-Laws, whichever shall be applicable, to effect such



provision or provisions. Furthermore, no amendment or change to this Declaration or to the By-laws shall be effective to affect or impair the validity or priority of any mortgage encumbering a condominium parcel or parcels without the written consent thereto by all of the mortgagees owning and holding the mortgage or mortgages encumbering the said parcel or parcels, which consent shall be executed with the formalities required for deeds and recorded with the aforesaid amendment.

C. The provision of Paragraphs A and B to the contrary notwithstanding, if it shall appear that through scrivener's error all of the common expenses or interest in the common surplus or all of the common elements in this Condominium have not been distributed in this Declaration such that the sum total of the shares of common elements which have been distributed or the shares of the common expenses or ownership of common surplus fails to equal 100%; or, if it shall appear that through such error more than 100% of the common elements or common expenses or ownership of the common surplus shall have been distributed; or, if it shall appear that through scrivener's error a unit has not been designated an appropriate undivided share of the common elements, common expense or common surplus; or, if it appears that there is an omission or error in this Declaration or in any of the Condominium Documents required by Law to establish this Condominium, the Condominium Association may correct the error and/or omission by an amendment to this Declaration and/or the other Documents by simple resolution of the Board of Directors of the Condominium Association approved by a majority of the whole number of Directors or by a majority vote of the unit owners voting at a meeting of unit owners (members of the Association) called at least in part for that purpose, at which a quorum is present. If such an amendment, considered and approved pursuant to this Paragraph, materially adversely affects property rights of unit owners, the unit owners whose property rights are so materially adversely affected must consent to the amendment in writing for the amendment to become effective. If the amendment, considered and approved pursuant to this Paragraph modifies the shares of common expense, common elements or common surplus appurtenant to one or more units, then the owners of the units and the owners of liens upon the units for which changes in the shares of common elements, common expense or common surplus are being made must consent in writing to such amendment for such amendment to be effective. For the purpose of this Paragraph, no unit owner's property rights shall be deemed to be materially adversely affected nor shall his share of the common elements, common expense or common surplus be deemed modified for reason of the modification of the shares of common expense, common elements or common surplus appurtenant or attributable to another unit.

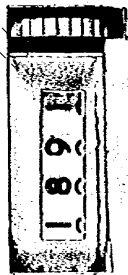
ARTICLE XII

RESTRICTIONS

All unit owners, in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Articles, the By-Laws, and The Condominium Act, shall be subject to and agree to abide by the following restrictive covenants which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees, to-wit:

A. No unit shall be used for any purpose other than residential use.

B. All unit owners shall keep and maintain the interior of their respective units in good condition and repair, including the entire air conditioning system



(compressor, ducts, vents, etc.) servicing the respective owners' apartments, whether inside or outside owners' apartments, and shall promptly pay for all utilities which are separately metered to the units.

C. Without prior written approval of the Board of Directors of the Association, no unit owner shall cause any sign of any nature whatsoever to be posted or affixed to any of the common elements, or in his respective unit, if such sign may be seen from any portion of the common elements, except for nameplates, which shall be uniform in size and design and approved by the Board of Directors.

D. Pets are permitted on the premises provided they are properly supervised.

E. A unit owner shall be liable to the Association for damage to the common elements caused by the unit owner, or the invitee or lessee of the unit owner. Each unit owner agrees to use the common elements only in accordance with such reasonable rules and regulations as are promulgated from time to time by the directors of the Association for the use thereof.

F. All common hallways and passages shall be kept free for their intended use by the unit owners in common, and shall in no event be used as storage areas by the individual unit owners, either on a temporary or permanent basis.

G. No clothing, bedding, or other similar items shall be dried or aired in any outdoor area, nor shall same be dried or aired in any unit where such clothing, bedding, or other similar items may be seen from the common elements.

H. All garbage or trash shall be placed in the disposal installations provided for such purposes by the Association.

I. All occupants of units shall exercise care about making noise, or in the use of musical instruments, radios, televisions, and amplifiers that may tend to disturb the other occupants.

J. No unit shall be permanently occupied by more than two persons for each bedroom in the unit.

K. Unit owners or approved lessees of owners' units shall be permitted to have visitor occupants of any age for up to three weeks during any six-month period, or a maximum of six weeks in any twelve-month period, with respect to each such visitor.

L. No alteration of, or addition to, a unit shall be made, nor shall the color of the exterior of a unit be changed, including the exterior portion of the unit that is within the patio enclosure, without the prior approval of the Board of Directors of the Association, or such other body as the Board of Directors may designate (the "approving body"). The approving body may base its approval or disapproval on considerations of safety, health, esthetics or such additional or alternative criteria as may be established by the Board of Directors.

M. Notwithstanding any provision of this Declaration to the contrary, no unit owner may lease or rent his unit for a period of less than one (1) week.

In the event a unit owner is in violation of the terms and provisions of any of the foregoing restrictions and, after notification by the Board of Directors, continues to violate such restriction, such unit owner shall pay for the costs and expenses, including reasonable legal fees of legal proceedings brought to enforce the violated restriction, together with reasonable attorney's fees for any appellate proceedings, provided that the party seeking to enforce the restriction has been successful in the litigation.

The Association shall have the right to make and amend reasonable rules and regulations respecting the use of the Property in the Condominium as is provided for in the Articles.

ARTICLE XIII

CONVEYANCES

In order to assure a community of congenial residents and occupants and protect the value of the units and to further the continuous harmonious development of the condominium community, the sale, lease and mortgage of apartments shall be subject to the following provisions which shall be covenants running with the land so long as the Condominium Property shall be subject to the condominium form of ownership under the laws of the State of Florida:

A. In the event of an attempted conveyance in contravention of the directions herein contained, the Condominium Association shall have the right to enforce these provisions by legal proceedings, by injunctive proceedings, or by any legal means calculated to produce compliance.

B. A unit owner intending to make a bona fide sale or lease of his parcel or any interest therein shall give to the Association a written notice of his intention to sell or to lease, together with the name and address of the intended purchaser or lessee, and such other information as the Association may reasonably require, and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the unit owner that he believes the proposal to be bona fide in all respects.

C. No sale, transfer, lease, or conveyance of a condominium unit shall be valid without the approval of the Condominium Association except in the cases elsewhere provided in this Declaration, which approval shall not be unreasonably withheld. Approval shall be in recordable form, signed by an executive officer of the Association and shall be delivered to the purchaser or lessee and made a part of the document of conveyance.

D. Failure of the Association to act in ten (10) days shall be deemed to constitute approval in which event the Association must on demand prepare and deliver approval in recordable form.

E. The provisions of this Article XIII shall apply to original and all successive sales, leases, transfers, sub-leases or assignments.

F. No unit owner shall sell or lease nor shall approval be given until and unless all assessments past and due are paid or their payment provided for to the satisfaction of the Association and unless the proposed lessee can qualify as to the use restrictions.

7 - DECLARATION

G. If a unit owner shall lease his unit, he shall remain liable for the performance of all agreements and covenants in the Condominium Documents and shall be liable for the violations by his lessee of any and all use restrictions.

H. Every purchaser or lessee who acquires any interest in a condominium unit shall acquire the same subject to this Declaration, the provisions of the By-Laws of the Condominium Association, and the provisions of The Condominium Act.

I. Should any condominium unit at any time become subject to a mortgage or similar lien given as security, in good faith and for value, the holder thereof (hereinafter called the "Mortgagee"), upon becoming the owner of such interest through foreclosure of that mortgage or deed in lieu of foreclosure, shall have the unqualified right to sell, lease or otherwise dispose of said unit, including the fee ownership thereof, without complying with the provisions of Paragraphs C through F above; provided, however, that in all other respects the provisions of this Declaration, the By-Laws of the Association and the provisions of The Condominium Act shall be applicable thereto; and provided further that nothing herein contained shall be deemed to allow or cause a severance from the condominium unit of the share of the common elements and limited common elements or other appurtenances of said unit. Once the Mortgagee mentioned above has sold, transferred or conveyed his fee simple interest to any person whomsoever, the provisions of Paragraphs C through F above shall again be fully effective with regard to subsequent sales or conveyances of said unit.

ARTICLE XIV

RIGHTS OF HEIRS AND DEVISEES OF DECEASED UNIT OWNERS

A. If the owner of a condominium parcel should die and the title to the parcel shall pass to his surviving spouse or to any member of his family regularly in residence with him in the condominium parcel prior to this death, who is over the age of eighteen (18) years, then such successor in title shall fully succeed to the ownership, rights, duties and obligations of the unit owner, the provisions of Article XIII of this Declaration notwithstanding.

B. If the title to the condominium parcel of such deceased owner shall pass to any person, other than a person or persons designated in Paragraph A above, then within ninety (90) days of such person or persons' taking title, occupancy or possession of the parcel of the deceased owner, he shall advise the Association in writing of his intention of residing in the parcel and of his or their current address. The Association shall have thirty (30) days thereafter to advise said person or persons in writing, delivered or mailed to the said current address, whether his or their occupancy and ownership of the parcel is approved. The failure of the Association to give such advice within the said thirty (30) days shall be deemed automatic approval. If the Association does not approve the ownership and/or occupancy of the parcel by said person or persons and so notifies them, said person or persons shall remain in occupancy only until the Association or such other person or persons shall have procured a purchaser acceptable to the Association for said parcel at a fair market value therefor, established by the Association, which value shall be conclusive upon all persons for all purposes unless grossly inadequate or fraudulent. Thereupon, the person or persons having title, possession and/or occupancy of said parcel shall execute such papers and documents as the Association may require to effect the transfer of title, possession and

occupancy of the parcel to such purchaser, which purchaser may be the Association.

C. Nothing in this Article XIV shall be deemed to reduce, forgive or abate any amounts due the Association from the unit owner at the time of his death, nor the assessments attributable to the unit becoming due after the owner's death, all of which shall be fully due and payable as if the unit owner had not died.

D. Nothing herein shall prevent the sale and transfer of a condominium parcel by the owner thereof in the manner otherwise provided in this Declaration.

ARTICLE XV

ASSESSMENTS

A. The Condominium Association, through its Board of Directors, shall have the power to make and collect assessments, special assessments and such other assessments as are provided for by The Condominium Act, this Declaration and the By-Laws.

B. Common expenses shall include but not be limited to costs and expenses of operation, maintenance and management, property taxes and assessments against the Condominium Property (until such time as any of such taxes and assessments are made against the condominium parcels individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the Condominium as a whole), insurance premiums for fire, windstorm and extended coverage insurance on the Condominium real property and personal property, premiums for public liability insurance, legal and accounting fees, management fees and operating expenses of the Condominium Property and the Association; maintenance, repairs and replacements (but only as to the common elements and limited common elements, except for emergency repairs or replacements deemed necessary to protect the common elements and property chargeable to the individual condominium parcel concerned), charges for utility and water used in common for the benefit of the Condominium, cleaning and janitorial services for the common elements and limited common elements, expenses and liabilities incurred by the Association in and about the enforcement of its rights and duties against the members or others, and the creation of reasonable contingency or reserve requirements for the protection of the members and the Condominium Property (i.e., reserve for replacements, operating reserve to cover deficiencies in collections), and all other expenses declared by the Board of Directors of the Association to be common expenses from time to time, and any and all other sums due from the Association under any lease, contract or undertaking for recreational facilities permitted in Article XXV hereof.

C. The Association shall estimate from time to time the amount of common expenses it expects to incur and the period of time involved therein and may assess sufficient monies from unit owners to meet this estimate. Assessments for common expenses shall be borne by unit owners in the proportions or shares set forth in Article VI hereof pertaining thereto. Assessments shall be payable monthly or in such other installments and at such times as may be fixed by the Board of Directors.

D. Should the Association, through its Board of Directors, at any time determine that the assessments made are not sufficient to pay the common expenses, or, in the event of emergencies, the Board of Directors shall have authority to

levy and collect additional assessments to meet such needs of the Association.

E. All notices of assessments from the Association to the unit owners shall designate when they are due and payable. Assessments and installments thereof not paid when due shall bear interest from due date at eight (8) percent per annum.

F. In the event that assessments levied against any unit owner or any installments thereof shall remaining unpaid for ninety (90) days or more, then so long as such delinquent assessments and/or installments are not received by the Association such unpaid assessments and/or installments shall be deemed to be a common expense of the Association to be paid out of Association reserves or surplus and, in the event said reserves or surplus are exhausted, then by means of a special assessment as the Board of Directors of the Association shall determine. Nothin herein shall be deemed to forgive or abate the obligation of the delinquent unit owner to pay the amount of such unpaid assessments to the Association or to pay assessments thereafter becoming due.

ARTICLE XVI

LIEN OF THE ASSOCIATION

The Association shall have a lien on each condominium unit for any unpaid assessment and interest thereon against the unit owner of each condominium unit as provided in The Condominium Act. In the event such lien is asserted or claimed, the delinquent unit owner agrees to pay reasonable attorneys' fees sustained by the Association incident to the collection of such unpaid assessment or the enforcement of such lien and the said lien shall also secure the payment of such attorneys' fees. Said lien shall be effective from and after its recording in accordance with the provisions of The Condominium Act, and shall otherwise be enforceable as provided in The Condominium Act. The lien shall be deemed to be prior to and superior to the creation of any homestead status, and every purchaser of a condominium unit interest hereby consents to the imposition of such lien prior to any homestead status. This lien shall be inferior and subordinate to the lien of an institutional mortgagee.

ARTICLE XVII

PROVISIONS REGARDING TAXATION

The Condominium Act provides that property taxes and special assessments shall be assessed against and collected on the condominium parcels and not upon the Condominium Property as a whole. Such taxes, when assessed, shall be paid by each parcel owner in addition to the payment of such parcel owner's share of the common expenses.

However, until such procedure is put into effect and operation by the taxing authorities, it is likely that tax bills may be rendered against the entire Condominium Property, including common elements, limited common elements and the condominium units. In such case, the tax will be apportioned against each parcel according to the schedule of ownership of common elements contained in Article VI hereto and otherwise shall be treated as a part of the common expenses of the Condominium Association.

Whenever a tax is assessed against the Condominium Property as a whole instead of against each parcel it shall be

treated as a common expense in accordance with the provisions of this Article XVII.

ARTICLE XVIII

MAINTENANCE AND REPAIRS

A. The owner of each condominium unit at his own expense shall see to and be responsible for the maintenance of his unit and all equipment and fixtures therein, including but not limited to all air conditioning equipment (including compressors for his unit located within a unit or on the common elements), and must promptly correct any condition which would, if left uncorrected, cause any damage to another unit, and shall be responsible for any damages caused by his willful, careless or negligent failure to act. Furthermore, the owner of each unit shall at his own expense be responsible for the upkeep and maintenance, including but not limited to painting, replastering, sealing and polishing, of the interior finished surfaces of the perimeter walls, ceiling and floor which constitute the boundary lines of the unit (including the attached balconies or porches); and such owner shall at his own expense maintain and replace when necessary all screening within his unit and within the perimeter walls of his unit (including its attached balconies or porches); and all window and plate glass in windows and plate glass in the perimeter walls of the unit and its attached balconies or porches. The foregoing maintenance and repair obligation notwithstanding, the Condominium Association, in the exercise of its discretion, may require established levels of maintenance and upkeep of the various apartment unit owners with respect to their balconies or porches and may reasonably regulate and control and make rules relating to the appearance, painting and decorating and utilization of the balconies or porches. The Condominium Association may likewise undertake the painting, maintenance and/or repair of all exterior walls of the Condominium, whether or not falling within a balcony or porch, balustrade or railing, as part of any overall program of maintenance and repair. Unit owners will be individually responsible for the maintenance of the electrical system and electrical distribution systems within their own units from and including the fuse box, applicable and servicing the unit inward; that is to say, in respect of all distributor lines servicing only the apartment and outlets within the apartment. It shall be the responsibility of the Association to maintain and repair the electrical system and distribution lines up to the individual unit fuse boxes.

B. Except as provided in Paragraph A above and elsewhere in this Declaration, the Association shall be responsible for and see to the maintenance, repair and operation of the common elements and limited common elements of the Condominium. The Association shall have all the power necessary to discharge this responsibility and may exercise these powers exclusively if it so desires, or may delegate them as elsewhere provided for in this Declaration or in the By-Laws of the Association.

ARTICLE XIX

ALTERATION OF UNITS

A. No owner of a condominium unit shall make or cause to be made any structural modifications or alterations in his unit, or in the water, gas, electrical, plumbing, air conditioning equipment or utilities therein, without the consent of the Association, which consent may be withheld in the event the Board of Directors determines that such structural alteration or modification would in any manner endanger the building. If the modification or alteration

desired by a unit owner involves the removal of any permanent interior partition, the Association may permit same if the same is not a load bearing partition and if the same does not interfere with any common utility source. No unit owner shall cause any improvements or changes to be made to the exterior of the building, including but not limited to painting, installation of electric wires, TV antennae or air conditioning units which may protrude through the walls or roof of the building, install hanging plants or lights on balconies or exterior walls, or in any other manner change the appearance of the exterior of the building or any portion of the building not totally within the unit, without consent of the Association. No unit owner nor any other person shall install upon the roof or exterior of the Apartment Building upon the Condominium Property, or upon the common elements or limited common elements of the Condominium, any TV antennae, radio antennae, electric, electronic or electro-mechanical device, decorative item or affixed furnishing without the consent of the Association.

B. Provisions of Paragraph A to the contrary notwithstanding, with the permission of the Condominium Association or of the Developer, abutting condominium apartment units may be physically combined into a single dwelling, but they shall nevertheless, for all other pertinent purposes including but not limited to assessments, attribution of common elements and voting, be deemed separate units. Units which have been or are combined to form one dwelling may be severed into their component units (separate units) at any time the owner of the combined units so desires. Any construction or modification of the interior of such units as may be required to effectuate the severance of the combined units into separate units shall be subject to the approval of the Board of Directors of the Condominium Association, which approval shall not be unreasonably withheld. Such modifications for the combining or severing of combined units shall in any and all events be accomplished at the sole expense of the unit owner or owners of the combined units and not at the expense of the Condominium Association. Nothing herein shall be deemed to require the Association or the Developer to approve any structural modification which involves the weakening, movement or significant modification of any load bearing element. Furthermore, nothing herein shall be deemed to require the Condominium Association or the Developer to approve any modification which will alter the exterior appearance of the Condominium Apartment Building in which the combined units being severed into its component units is located or in which the separate units being combined are located.

C. Any alteration in units owned by the Developer or a successor Developer, as hereinafter defined, shall not require the approval of the Condominium Association, but such approval may be given solely by the Developer herein named or by his designee or nominee specifically granted such authority. Provisions of this Paragraph C may not be amended without the approval in writing of the Developer or the specific designee or nominee of the Developer.

ARTICLE XX

ALTERATIONS, ADDITIONS AND IMPROVEMENTS TO COMMON ELEMENTS

The Association shall have the right to make or cause to be made substantial and material alterations, improvements and additions to the common elements, in accordance with the following provisions:

1. A special meeting of all of the unit owners may

be called for the purpose of acting upon the proposal for such substantial alteration, improvement or addition, upon not less than ten (10) days nor more than thirty (30) days' notice.

2. A vote of the majority of the total number of votes of all members in the Association, in person or by proxy, shall be required to approve and adopt the provisions allowing such alterations, improvements or additions.

3. The cost of such alteration, improvement or addition shall be assessed and collected as a common expense and each unit owner shall bear the same portion or share of such cost as is the share of common elements appurtenant to his unit, as such shares are set forth in Article VI of this Declaration.

ARTICLE XXI

LIABILITY INSURANCE.

The Board of Directors of the Association shall obtain liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the common elements and limited common elements of this Condominium. The Board of Directors shall collect and enforce payment of a share of the premium for such insurance from each unit owner as an assessment in accordance with the percentages set forth in Article VI of this Declaration. Each individual unit owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own unit. In accordance with the provisions of The Condominium Act, the liability of a unit owner for common expenses shall be limited to amounts for which he is assessed from time to time in accordance with The Condominium Act, this Declaration and the By-Laws. The owner of a unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements except to the extent that and only if the law mandates such personal liability.

A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house. If there shall become available to Condominium Associations a program of insurance which will not only insure the Association's liability and the liability of unit owners with respect to the common elements and limited common elements, but also the liability of individual unit owners with respect to the interior of their units, then the Association may obtain such liability insurance coverage protecting both the Condominium Association and the unit owner against all liabilities for damage to persons and property whether occurring within or without a unit, and the premium therefor shall be a common expense. If it shall appear that condominium unit owners in such a program of insurance are entitled to elect additional coverages or excess coverages above those coverages elected by the Association for all unit owners, then the Association may require the individual unit owners selecting the excess coverage to pay the reasonable premium for such additional or excess coverage.

ARTICLE XXII

PROVISIONS FOR CASUALTY INSURANCE, PAYMENT OF PROCEEDS, RECONSTRUCTION, INSURANCE TRUSTEE

A. PURCHASE OF INSURANCE. The Board of Directors of

the Association shall keep the Condominium Property insured. The condominium Property shall include all the buildings erected upon the land, all fixtures and personal property appurtenant thereto owned or used by the Association or constituting part of the common elements or limited common elements and all units contained therein. The insurance shall insure the interest of the Association and all unit owners and their mortgagees as their interests may appear against loss or damage by fire and hazards covered by a standard coverage endorsement and such other risks of a similar or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the buildings erected upon the Condominium Property, in an amount which shall be equal to the maximum insurable replacement value as determined no less than every four (4) years by the insurance carrier if such insurance is reasonably available. Because of the location of the Condominium Property, the Association is authorized to obtain and accept a policy with a deductible clause if the Association cannot reasonably obtain coverage without such a clause. The Directors shall have no liability to the Association, the members or any other person for the failure to obtain insurance without a deductible clause and/or for the failure to obtain insurance in the full amount of the coverage required hereunder if, in good faith, a majority of their whole number shall have determined that such insurance is not reasonably available.

B. ASSURED AND LOSS PAYABLE. All casualty insurance policies purchased by the Association hereunder shall be for the benefit of the Association and all unit owners and their mortgagees as their interests may appear and shall provide that all proceeds covering casualty losses of \$10,000.00 or less shall be paid to the Association. Any sum in excess of \$10,000.00 shall be paid to an insurance trustee. An insurance trustee shall be any bank or trust company or other corporate trustee authorized to and doing business in Pinellas County, Florida, designated by the Board of Directors of the Association and approved by a majority of the mortgagees of the units in the Condominium (the term "majority" meaning the holders of debts secured by first mortgages, the unpaid balance of which is more than one-half (1/2) the unpaid principal balance of all first mortgages on said units). Said trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums or the sufficiency of premiums nor for the failure to collect any insurance proceeds. The Insurance Trustee shall be responsible only for monies which come into its possession and only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust pursuant to the terms of the Insurance Trust Agreement between the Association and the Insurance Trustee, which shall not be inconsistent with any of the provisions herein set forth.

C. PAYMENT OF PREMIUMS, TRUSTEE'S EXPENSES AND COLLECTION. The Board of Directors shall collect and pay the premiums for casualty insurance and all fees and expenses of the Insurance Trustee as a part of the common expenses for which assessments are levied. Each unit owner shall pay and be responsible for casualty insurance premiums and all fees and expenses of the Insurance Trustee in the same manner as all other assessments.

D. MANDATORY REPAIR. Unless there occurs substantial damage or destruction to all or a substantial part of the Condominium Property as hereinafter defined, and subject to the provisions hereinafter provided, the Association and the unit owners shall repair, replace and rebuild the damage caused by casualty loss, which shall be borne by the unit owners in proportion to the shares of the common elements as set forth in

E. DETERMINATION OF DAMAGE AND USE OF PROCEEDS.

Immediately after a casualty damage to any part of the Condominium Property, the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss, provided that if a casualty causing damage is limited to a single unit, then it shall be the responsibility of that unit owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a special assessment against all unit owners for that portion of the deficiency related to common elements and limited common elements in accordance with the percentages set forth in Article VI of this Declaration and against the individual unit owners for that portion of the deficiency related to individual damaged units; provided, however, that if in the opinion of the Board of Directors it is impossible to accurately and adequately determine the portion of the deficiency relating to individual damaged units, the Board of Directors shall levy the special assessment for the total deficiency against each of the unit owners according to the percentages set forth in Article VI, except as provided in Paragraph I below.

Unless there occurs substantial damage to or destruction of all or a substantial portion of the Condominium Property and the unit owners fail to elect to rebuild and repair as provided in Paragraph F below, the Insurance Trustee shall disburse the net proceeds and the funds collected by the Board of Directors from the assessment hereinabove set forth to repair and replace any damage or destruction of property, and shall pay any balance remaining to the unit owners and their mortgagees as their interests may appear. The proceeds of insurance and the funds collected by the Board of Directors from the assessments as hereinabove provided shall be held by the Insurance Trustee in trust for the uses and purposes herein provided. The Insurance Trustee shall have no obligation or duty to see that the repairs, reconstruction or replacements required hereunder are performed or accomplished, but such duty shall be the Association's.

F. TOTAL DESTRUCTION. As used in this Declaration, and in any other connection or context dealing with this Condominium, "substantial damage to or destruction of all or a substantial portion of the Condominium Property" shall mean:

1. With respect to the entire Condominium, that two-thirds (2/3) or more of all units are or have been rendered untenable by casualty loss or damage; and/or,
2. If two-thirds (2/3) or more of all the units are not or have not been rendered untenable by casualty loss or damage, then with respect to at least one separate and discrete Apartment Building within the Condominium, that three-fourths (3/4) or more of the apartment units in such discrete and separate Apartment Building are or have been rendered untenable by such casualty loss or damage.

Should there occur such substantial damage to or destruction of all or a substantial part of the Condominium Property with respect to the entire Condominium, the Condominium Property shall not be reconstructed unless a majority of all the unit owners shall agree thereto, in writing, within sixty (60) days after the casualty loss or damage occurs. Notwithstanding the preceding sentence, should

such damage or casualty loss be to less than that degree described above, then each Apartment Building experiencing such degree of damage or casualty loss shall nevertheless be reconstructed if three-fourths (3/4) of the unit owners owning units so damaged or destroyed shall agree to such reconstruction, in writing, within ninety (90) days after the casualty loss or damage occurs. In any of such events should reconstruction not be approved as aforesaid, the Insurance Trustee is authorized to pay proceeds of the insurance to the unit owners and their mortgagees as their interests may appear in accordance with the provisions of Paragraph I below, and the Condominium Property shall to the extent provided for in Paragraph I below be removed from the provisions of The Condominium Act, as amended, in accordance with the provisions of Paragraph I below. The determination not to reconstruct, after casualty shall be evidenced by a certificate, signed by one of the officers of the Association, stating that the said sixty (60) day period has elapsed and the the Association has not received the necessary writings from two-thirds (2/3) of the unit owners.

G. RIGHTS OF MORTGAGEES. If any first mortgagee of any condominium unit shall require it, the Association shall from time to time deposit in a savings account established for the purpose, or with the Insurance Trustee, sufficient monies in escrow to insure the payment of the casualty insurance premiums insuring the Condominium Property. A majority of such mortgagees (as hereinafter defined in Paragraph B) may designate the bank, savings and loan association or Insurance Trustee as the depository of these funds and may determine the provisions of the escrow, but only one such escrow account shall be required. However, the Association shall not be required to fund this escrow more frequently than once a month nor deposit therein from month-to-month an amount greater than one-twelfth (1/12) of the reasonably estimated casualty insurance premium next due. Any mortgagee in any mortgage which in accordance with the provisions of the mortgage shall have the right to demand insurance proceeds in the event of a casualty loss to the property secured by said mortgage waives the right to such proceeds if the proceeds are used pursuant to this Declaration to repair, replace or restore the property subject to the mortgage lien. However, nothing herein shall be deemed a waiver by the mortgagee of its rights, if any, to require that any surplus proceeds over and above the amounts actually used for repair, replacement or reconstruction of the property subject to the mortgage, be distributed to the mortgagee and the unit owner as their interests may appear. The owner and holder of any first mortgage on any unit shall have the right to approve the plans and proposals for any repairs, reconstruction or replacements to the unit or units encumbered by its mortgage or mortgages, and no such repairs, reconstruction or replacements shall be begun or undertaken without such approval, which approval shall not be unreasonably withheld.

H. ASSOCIATION AS AGENT. 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 releases thereof.

I. REPAIR AND RECONSTRUCTION. The provisions of Paragraphs D, E and F to the contrary notwithstanding, each separate and distinct Apartment Building shall for the purposes of reconstruction and repair in the event of casualty loss be treated as if the same were the only Apartment Building in the Condominium, to that effect that:

1. All insurance proceeds reasonably attributable to the damage or destruction to one such Apartment Building shall be first used for the reconstruction and repair of that



Building, to the extent that proceeds are sufficient; and, in the event that such proceeds are not sufficient, the condominium unit owners in that Building alone shall be assessed in proportion to their relative shares of the common elements for any deficiency or insufficiency in the funds necessary to such reconstruction or repair as contemplated by Paragraph D above. For the purpose of this Paragraph I, the relative share of common elements attributable to a unit owner shall be deemed to be that percentage which is the quotient of such unit owner's share of the common elements as set forth in Article VI of this Declaration, divided by the sum total of the shares in the common elements attributable to all the condominium units in that Building as set forth in Article VI. The relative proportion thus established with respect to all condominium units in an Apartment Building is hereinafter referred to as the "relative common elements per Building".

2. If under the provisions of Paragraph E above, the Board of Directors shall be required to levy a special assessment for a portion of the deficiency in funds available for reconstruction and repair of a separate Apartment Building related to the common elements and limited common elements, then the Board of Directors shall determine in its reasonable opinion what portion of any of the deficiency is related to common elements not exclusively within the particular Apartment Building which has suffered casualty loss and damage, and that portion of such deficiency shall be distributed among the unit owners as an assessment in proportion to their shares of the common elements, and the balance of the deficiency so attributable to the common elements and limited common elements shall be distributed as an assessment among the unit owners in that Apartment Building suffering such casualty loss or damage in proportion to the relative common elements per building attributable to each of said units and as computed in accordance with the provisions of Paragraph I - 1 above.

3. In the event that there shall be insurance proceeds in excess of the cost of reconstruction and repair of casualty loss to a given separate and discrete Apartment Building, then the Board of Directors shall reasonably ascertain what portion, if any, of that excess is fairly attributable to the entire Condominium and that portion shall be distributed or applied to the unit owners and their mortgagees as their interests may appear in proportion to the share of common elements attributable to each of said units, and the balance of any such excess of insurance proceeds shall be distributed and paid over to the unit owners and their mortgagees as their interests may appear in the separate and discrete Apartment Building suffering such loss or damage in proportion to those unit owners' shares of the relative common elements per building calculated in accordance with the provisions of subparagraph 1 above.

4. In the event that there shall occur to a separate and discrete Apartment Building in the degree of damage or destruction described in Paragraph F - 2 above, but the Condominium as a whole shall not have experienced the degree of damage, destruction or loss as set forth in Paragraph F - 1 above, and the Apartment Building suffering such damage or destruction shall have failed to elect to be repaired or reconstructed in accordance with the provisions of Paragraph F above, then the Condominium Regime shall be deemed terminated with respect to that Apartment Building only and this Declaration of Condominium shall be deemed amended and the following shall result:

(a) The Board of Directors, upon advisement of one or more independent appraisers, shall determine the fair value of all the Condominium Property (including improvements) immediately prior to the damage or destruction resulting in the

termination of the Condominium Regime. There shall then be computed that portion of said fair value which is attributable to the said damaged and destroyed Apartment Building, as follows:

The total of the relative common elements per building attributable to units in the Apartment Building so destroyed or damaged shall be multiplied by the fair value of all the Condominium Property as established by the Board of Directors and the product thereof shall be that portion of the fair value attributable to said destroyed or damaged Apartment Building. There shall be subtracted from said portion of the fair value the loss or damage experienced by the Condominium attributable to the damage or destruction of the said Apartment Building. That difference, plus the total amount of insurance proceeds attributable to said loss, shall be deemed the total purchase price for the condominium units in the said destroyed or damaged Apartment Building. The Condominium Association shall, within thirty (30) days of the request by any unit owner, whether or not the unit owned is in the destroyed or damaged Apartment Building, or by such unit owner's mortgagee, providing only that the times for the elections set forth in Paragraph F above have fully run, require the Condominium to call a general meeting of its members at which time there shall be considered the question as to whether or not the total Condominium Regime be terminated in accordance with Article XXVII. If the Condominium shall not elect to terminate in accordance with Article XXVII, then the Condominium Association shall purchase the condominium units in the destroyed or damaged Apartment Building from the unit owners thereof for the total purchase price therefor hereinabove mentioned, each such unit owner receiving that portion of the said total purchase price as is proportionate to his unit's share of the relative common elements per building, that portion being the purchase price for his unit. The purchase price for each such unit shall be paid to each of said unit owners and his mortgagee as their interests may appear as follows: Immediately upon receipt of the insurance proceeds, that portion thereof, if any, not attributable to the damage, loss or destruction of the Apartment Building so damaged or destroyed, shall be set aside and the balance paid over to the condominium unit owners in proportion to their respective shares of the said total purchase price and shall constitute part of the purchase price for that unit. The balance of the purchase price for each unit shall be paid over to said unit owners and their mortgagees at the Association's option in not more than twelve (12) equal monthly installments commencing thirty (30) days after the closing of each transaction of purchase and sale without interest.

(b) The Condominium Association, upon the acquisition of the title to the units and interests of the unit owners in the damaged or destroyed Apartment Building, shall have the option of either:

(1) Terminating the Condominium Regime with respect to the destroyed or damaged Apartment Building and making the site thereof a common element of the Condominium; or

(2) Rebuilding and reconstructing the destroyed or damaged building in a manner approved by two-thirds (2/3) of the condominium unit owners, not including for this purpose the Condominium Association with respect to the units owned by it, which interests shall not be voted.

(c) In the event that the Association decides to terminate the Regime with respect to the damaged or destroyed Apartment Building, a certificate shall be filed among the Public Records executed by two (2) officers of the Association evidencing the Association's intent to amend the Declaration of Condominium under this provision by removing from the Condominium Property the destroyed and/or damaged Apartment Building as an improvement and by redistributing the shares in the common elements previously owned by the unit owners in the destroyed or damaged Apartment Building among the remaining unit owners in the proportions that their shares of the common elements as set forth in Article VI hereof bear to one another, such that upon completion of such redistribution one hundred percent (100%) of the common elements will have been distributed among the remaining condominium unit owners and the condominium units not contained in the damaged or destroyed Apartment Building. Said certificate shall also redistribute the shares of common expenses and common surplus previously attributable to the units in the damaged or destroyed Apartment Building among the remaining units in the proportions of their shares of the common expenses and common surplus as set forth in Article VI of this Declaration of Condominium bear to one another, such that upon completion of such redistribution, one hundred percent (100%) of the common expenses and common surplus will have been distributed among the remaining condominium units not contained in the damaged or destroyed Apartment Building.

ARTICLE XXIII

MORTGAGES AND MORTGAGEES

A. An owner who mortgages his condominium parcel must notify the Association of the name and address of his mortgagee and the Association shall maintain such information in a register which shall, among other things, contain the names of all the owners of condominium parcels and the names of mortgagees holding mortgages on condominium parcels. The failure to notify the Association of the existence of a mortgage shall in no way impair the validity of the mortgage. If an owner mortgages his condominium parcel he shall not be permitted to modify, alter or change the physical aspect of the apartment without the written permission of the mortgagee. The Association shall, at the request of a mortgagee, report any unpaid assessments due from the owner of the condominium parcel encumbered by the mortgage owned by that mortgagee.

B. If the holder of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium parcel as a result of a foreclosure of the first mortgage or as result of a deed given in lieu of foreclosure, such acquiror of title and his successors and assigns shall not be liable for the share of the common expenses or assessments by the Association pertaining to the condominium parcel so acquired or chargeable to the former unit owner of the acquired parcel which became due prior to the acquisition of the title

as a result of the foreclosure or deed in lieu of foreclosure unless the share is secured by a claim of lien for assessments recorded prior to the recording of the mortgage which is foreclosed or for which a deed was given in lieu of foreclosure. That unpaid share of the common expenses or assessments shall be common expenses collectible from all of the unit owners including such acquiror, his successors and assigns.

C. The term "institutional mortgage" as used in this Declaration shall mean a bank, savings and loan association, insurance company or union pension fund authorized to do business in the State of Florida or an agency of the United States Government, or the holder of any mortgage insured by any agency of the United States Government, such as Federal National Mortgage Association, Federal Housing Authority or the Veterans' Administration. Where an institutional first mortgage by some circumstance fails to be a first mortgage but it is evident that it is intended to be a first mortgage, it shall nevertheless for the purposes of this Declaration and the Exhibits annexed hereto be deemed an institutional first mortgage and the holder thereof shall be deemed an institutional first mortgagee.

ARTICLE XXIV

DEVELOPERS' UNITS, RIGHTS AND PRIVILEGES

A. The provisions of Article XIII of this Declaration respecting sale, transfer and lease of condominium parcels shall not be applicable to the Developer who is submitting the Condominium Property to the condominium form of ownership. The Developer has and reserves the right to sell, lease or rent condominium units and parcels to any purchaser or lessee approved by it, subject, however, to the use restrictions herein provided. The Developer shall have the right to transact any business necessary to consummate the sale of units, including, but not limited to, the right to maintain models, advertise on the premises and use the common elements. In the event there are unsold parcels, the Developer retains the right to ownership thereof under the same terms and obligations as other owners of condominium parcels except as elsewhere herein provided. The Developer may sell, lease, mortgage and/or rent parcels owned by it to any person or persons whomsoever and the provisions of Paragraphs C through F of Article XIII shall not be applicable to Developer or to any such sale, mortgage, conveyance or lease by the Developer notwithstanding anything to the contrary contained in this Declaration, the By-Laws or the Charter of the Association.

B. So long as the Developer holds any units for sale in the ordinary course of business, none of the following actions may be taken by the Condominium Association, either through act of its Board of Directors or its membership, without Developer's approval in writing:

1. Assessment of the Developer as a unit owner for capital improvements; and

2. Any action by the Association that would be detrimental to the sale of units by the Developer; however, an increase in assessments for common expense without discrimination against the Developer shall not be deemed to be detrimental to the sales of units for the purpose of this Paragraph.

C. The provisions of Article XII of this Declaration to the contrary notwithstanding, the Developer may retain and use as sales offices, promotion and developmental offices and

models any units, common elements and limited common elements retained by the Developer or owned by the Developer or the use of which has been reserved to the Developer in this Declaration and other Condominium Documents or by contract or otherwise lawfully enforceable as a contract obligation by the Developer against the Condominium Association or any of the unit owners other than the Developer, so long as such use shall also conform with applicable laws, zoning, rules and ordinances of the appropriate governmental jurisdictions.

D. For the purpose of this Article XXIV and the powers, rights and authorities granted to the Developer, the Developer shall be deemed to mean not only SUNCOAST HOMES, a general partnership, as defined in Article I hereof, but also any of its parent and subsidiary corporations designated by it by instrument in writing to be considered the Developer herein for the purposes set forth herein or any of them and/or any corporate agent of said Developer similarly designated by the Developer to be treated as a developer for the purposes herein contained or any of them, which agent is involved in the development, promotion, construction and/or sales of this Condominium and its units. The term "Developer" shall also include for all purposes contained in this Declaration and its Exhibits, any successor or alternate developer appointed by the said SUNCOAST HOMES, a general partnership, as successor or alternate Developer by an instrument in writing specifically setting forth that such successor or alternate is to have the rights, duties, obligations and responsibilities, in whole or in part, of the Developer hereunder together with the said SUNCOAST HOMES, a general partnership, providing that such instrument in writing shall be executed by such successor or alternate developer indicating its consent to be treated as the "Developer".

E. This Article shall not be amended without the written consent of the Developer and any successor or alternate Developer designated in accordance with the provisions of Paragraph D above.

ARTICLE XXV

RECREATIONAL FACILITIES

A. The recreation areas and facilities to be owned as common elements by all unit owners consist of a swimming pool and deck, as more particularly described on Exhibit B attached hereto. These facilities will be constructed with the construction of this Condominium, and shall be owned as common elements in the percentages described in Article VI above. The use of the recreational facilities by the unit owners shall be by virtue of their ownership of a unit in the Condominium, together with the undivided interest in the common elements, which will include the improved recreation areas.

B. The Condominium Association, upon recommendation of a majority of its Board of Directors and with the consent of a majority of the Associations' members and subject to the requirements of Paragraph D below, may from time to time acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners. Such agreements shall provide the manner in which they may be amended, otherwise an amendment shall require all the approvals set forth in this Paragraph B and Paragraph D below.

C. So long as the Association shall be subject to the provisions, covenants, conditions or promises contained in any agreement, lease or other undertakings entered into under the authority of this Article XXV, this Article may not be modified, amended or changed in any regard without the consent in writing of the lessor therein or the equivalent party, if he be not properly denominated "lessor", which consent shall be evidenced by said lessor or equivalent party joining in the execution of the certificate of amendment with the formalities required for deeds.

D. The provisions of Paragraph B above notwithstanding, mortgagees holding first mortgages on any unit or units shall, if they acquire such units by foreclosure or deed in lieu of foreclosure, take such unit or unit exempt from and free and clear of any of the terms and obligations and without the use benefits of such agreements entered into under the authority granted in Paragraph B above to the same extent and effect as if such agreements did not exist, unless such mortgagee or subsequent owner of such unit taking title through such mortgagee shall at any time consent in writing to such agreement or agreements, in which case the exemption granted in this Paragraph D shall thereafter not apply to such unit or units. The exemption granted in this Paragraph D shall include, but not be limited to, an exemption from the payment of the prorata share of any rent, license fees, use fees, maintenance charges or other exactions imposed upon the Condominium Association and/or its unit owners under the terms of such agreements, whether or not such impositions or obligations shall constitute common expenses of the Condominium. If, however, at or before the time the Association enters into such agreement or agreements, a majority (as defined in Paragraph B of Article XXII hereof) of the first mortgagees of the units in the Condominium shall approve said agreement or agreements, then the exemption provided for in this Paragraph D shall not apply to any mortgagee or to any unit in the Condominium.

E. The provision of Paragraph B to the contrary notwithstanding, the consent of the Developer shall be a mandatory requirement to the Association's entry into any agreement or acquisition authorized under Paragraph B above at any time the Developer owns condominium units the common elements of which aggregate ten (10) percent or more. This Article XXV shall not be amended without Developer's consent so long as Developer owns more than one condominium apartment unit in the Condominium.

ARTICLE XXVI

SEPARABILITY OF PROVISION

Invalidation of any of the covenants, conditions, limitations or provisions of this Declaration or in the By-Laws of the Condominium Association or of The Condominium Act shall in no wise affect the remaining part or parts hereof which are unaffected by such invalidation and the same shall remain effective.

ARTICLE XXVII

TERMINATION

The provisions for termination contained in Paragraph F of Article XXII of this Declaration are in addition to the provisions for voluntary termination provided for by The Condominium Act as amended. In addition, the Condominium may be voluntarily terminated if the proposed voluntary termination

is submitted to a meeting of the members pursuant to notice and is approved in writing within ninety (90) days of said meeting by one hundred (100) percent of the total vote of the members of the Association and by all holders of first mortgages encumbering units in the Condominium.

ARTICLE XXVIII

EASEMENTS FOR ENCROACHMENTS

All the Condominium Property and all the condominium units and the common elements and the limited common elements shall be and are singly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the building or other improvements upon the Condominium Property, or caused by minor inaccuracies in construction or reconstruction of the building or such improvements upon the Condominium Property, which encroachments shall be permitted to remain undisturbed and such easements shall and do exist and shall continue as valid easements so long as such encroachments exist. A valid easement for the maintenance of such encroachments is herein created so long as such encroachments stand.

ARTICLE XXIX

SPECIAL INSURANCE AND MAINTENANCE PROVISIONS

A. PLATE GLASS INSURANCE. The Condominium Association may in the exercise of its discretion and from time to time determine that plate glass within the perimeter walls of the condominium units may be more economically insured by the Condominium Association under such coverages as the Association shall obtain as elsewhere provided in this Declaration, and, in such case, the Condominium Association shall be deemed to have an insurable interest in such plate glass. Upon such determination by the Condominium Association and until otherwise determined by the Association, it shall be the Association's obligation and expense to repair or replace such plate glass as is damaged through casualty loss which is so insured or which may be so insured. Otherwise, and in the absence of the Association making the determination as set forth herein, the replacement of the plate glass in the perimeter walls of a condominium unit for reason of damage or destruction through casualty loss shall be the unit owners' responsibility, except that in any and all events loss or damage occasioned by fire shall be the responsibility of the Association. It shall be deemed a sufficient determination by the Association, and no special act of the Association shall be required, if the Association shall undertake insuring such plate glass for casualty losses in addition to fire or if the Association has acquired or maintains a fire and extended coverage policy upon the Condominium Property which contains coverages in addition to fire for casualty loss to such plate glass, whether or not such plate glass coverage is specifically set forth therein, and whether or not there shall be any deductible clause. Nothing herein shall be deemed to alter the condominium unit owners' obligations for maintenance of the plate glass in perimeter walls where that obligation otherwise exists. For the purposes of this Paragraph A, the term "plate glass" as used herein is descriptive of all glass in exterior perimeter boundaries of condominium units in picture windows and sliding glass doors, as opposed to window panes, and is not descriptive of the process whereby glass is manufactured or prepared (e.g., "float" process).

B. MAINTENANCE CONTRACTS. If there shall become available to the Condominium Association a program of contract

maintenance for all appliances and/or all air conditioning compressors and/or air handlers serving individual condominium units which the Association determines is to the benefit of the condominium unit owners to consider, then upon resolution of the unit owners by a majority of those voting at a meeting of the unit owners at which a quorum is present, or by a majority of their whole number in writing, the Condominium Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be a common expense. If, on the other hand, the Condominium Association determines that the program may be undertaken by the Association for the benefit of condominium unit owners who elect to be included in the program, then the Association may undertake the program without consent of the membership being required as aforesaid, and the costs of such contractual undertakings shall be borne exclusively by the unit owners electing to be included in the program, and shall not be a common expense of the Association, but the Association may arrange for the collection of the contract costs from the individual unit owners electing to be included therein, may execute the contractual undertaking involved upon such terms and conditions as the Association deems proper and require from the unit owners electing in such written undertakings as the Association shall deem proper to evidence the said unit owners' obligations to the Association for their proportionate share of the costs of such program.

ARTICLE XXX

MISCELLANEOUS PROVISIONS

A. DEVELOPER'S GUARANTEE. Developer hereby gives its guarantee to the Association and unit owners that the initial assessments for common expenses of the condominium imposed on the respective unit owners other than Developer, shall not increase beyond the dollar amount stated in the initial budget attached to the condominium Prospectus as Exhibit 5 for a period ending June, 1981, and hereby obligates itself and agrees to pay any amount of common expenses incurred during said guarantee period not produced by the assessments at the guaranteed level receivable from other owners.

In consideration of the foregoing, Developer shall be excused from the payment of its share of the common expenses in respect to the units owned by it in the respective phases during the guarantee period. The above provision is included herein pursuant to Section 718.116(8)(b) of The Condominium Act.

B. RIGHT OF ENTRY. The Condominium Association, its officers, directors agents and employees, shall at all times have the right to enter the condominium units at reasonable times for the purposes of inspecting the common elements, gaining access to the common elements, or making repairs or otherwise maintaining the Condominium Property, or to abate emergency situations which threaten damage to the Condominium Property or any of it.

C. EASEMENTS. The Developer and its successors as Developer retain the right and shall at all times have the right to declare and create, modify and amend, from time to time, without joinder and consent of any unit owner or of the Condominium Association, easements upon the Condominium Property for public utility purposes and for peaceful ingress and egress to prevent abutting properties from being landlocked or otherwise denied reasonable access to and from the public ways, providing, however, that at the time of the creation of such easements and at the time of the modification or amendment of any such easements, such easements and such modifications and amendments shall not be inconsistent with the

peaceful and lawful use and enjoyment of the Condominium Property by the owners thereof. The Developer may, by an instrument in writing, relinquish the power and authority herein reserved to create, modify and amend easements, by the filing among the Public Records of Pinellas County, Florida, a written instrument to that effect, from and after the recording of which the Developer and its successors and assigns as Developer shall not longer have the powers and authorities reserved or granted in this Paragraph C.

D. SECURITY SYSTEM. The condominium unit owner shall have the right to have his unit connected to an external security system and to allow the placement of cables, equipment and all adjunctive mechanical, electro-mechanical, electrical and/or electronic devices upon the Condominium Property as shall be reasonably necessary to provide such service to such condominium unit, providing that such installation shall not be unsightly when installed outside the unit and that such installation shall not interfere with the reasonable, lawful and peaceful use of the common elements and the limited common elements by the persons entitled to use them.

E. SPECIAL PROVISIO REGARDING PARKING. The Condominium Association may adopt reasonable rules and regulations which shall provide a manner in which parking spaces may, in the absence of the use thereof by the unit owner or owners to which such parking is assigned as appurtenance (limited common element) to their unit, be used by guests, providing that any such rules and regulations shall not interfere with the reasonable use of such parking spaces by the owners of the condominium apartment units to which they are appurtenant as limited common elements. This Paragraph shall not apply to parking located within garages (indoor parking) unless approved by a voce of two-thirds (2/3) of the total number of condominium apartment unit owners and, during such time as the Developer or successor Developer shall own five (5) or more condominium apartment units, then this Paragraph shall not apply to garage (indoor) parking spaces without the written permission of Developer.

F. ASSOCIATION MAY WAIVE LEASEHOLD RESTRICTIONS. The provisions of Article XIII of this Declaration respecting the restrictions on leasing and the right of the Association may be waived as a matter of Association policy uniformly applicable to all unit owners, upon recommendation of the Association approved by resolution of the membership (unit owners). Notwithstanding such waiver, the Board of Directors shall have the power to reimpose any of the waived restrictions or limitations set forth in Article XIII without approval of the membership being required. By a majority vote of the Board of Directors, the Board may impose additional restrictions and rules and regulations upon the leasing of units in addition to those contained in Article XIII, but no such rules and regulations shall be deemed applicable to any lease existing at the time of the promulgation of such rules and regulations, to the extent that such rules and regulations are inconsistent with the contractual obligations in the lease.

G. DEVELOPER'S RIGHT TO USE UNITS AS OFFICES. The Developer may maintain offices in units until all other units of the Developer have been sold, provisions of Article XII of the Declaration to the contrary notwithstanding. Thereafter, the Developer may maintain offices in not more than one (1) unit of the Condominium with the permission of the Condominium Association or the membership under such reasonable terms and conditions as the Association and the Developer shall negotiate. This Paragraph G may not be amended without the written consent of the Developer.

H. RESTRICTION ON AMENDMENTS. Provisions of Article XI of this Declaration to the contrary notwithstanding, no

provision of this Declaration or of the By-Laws of the Condominium Association granting or reserving to the Developer any rights, powers, authorities, usages or dispensations may be modified or amended in any way which will impair or restrict those rights, powers, authorities or special dispensations without the written approval of the Developer so long as the Developer or any successor or alternate Developer shall own any units in this Condominium, and for a period of two (2) years after the sale and conveyance of the last condominium unit owned by the Developer and any successor or alternate Developer to any person other than a successor or alternate Developer.

I. APPROVAL BY CONDOMINIUM ASSOCIATION. Whenever an approval of the Condominium Association is called for in this Declaration or in the By-Laws of the Condominium Association, such approval shall not be unreasonably withheld and such approval may be granted by act of the Board of Directors of the Condominium Association except in cases where the particular provision involved requires approval by the unit owners or the Condominium Association's members.

J. SHARES OF OWNERSHIP ON TERMINATION.

1. Upon removal of the Condominium Property from the provisions of The Condominium Act or other termination of the condominium form of ownership, no matter how effected, the unit owners shall own the Condominium Property in common in the undivided shares set forth as percentages in Article VI hereto, which shares are hereafter referred to as "Termination Shares". Furthermore, so long as this Paragraph is operative, then the words "Termination Shares" shall be substituted in Article XVII and in Paragraphs I through J of Article XXII for the words "share(s) of common elements" and for the words "common elements" in every context where the term "common elements" refers to or connotes a share or shares (as opposed to that portion of the Condominium Property not contained within the units).

2. Paragraph J-1 above and/or Article VI may be amended in accordance with the applicable provisions of Article XI hereof. The amendatory procedures set forth in Paragraph C of Article XI may be employed in any appropriate case therein mentioned and in any case in which through scrivener's error it shall appear that the total of the Termination Shares shall not equal exactly 100%. No amendment, however, whether under Paragraph A, B or C of Article XI, may change the Termination Share attributable to a unit without the written consent of the unit owner of that unit and of all mortgagees holding mortgages encumbering that unit. This Paragraph J-2 may not be amended without unanimous consent of all unit owners.

IN WITNESS WHEREOF, SUNCOAST HOMES, a general partnership, has caused this Declaration of Condominium to be executed by its duly authorized officers this 26th day of December, 1979.

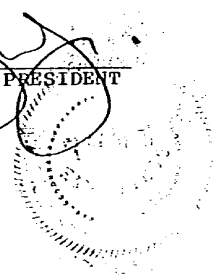
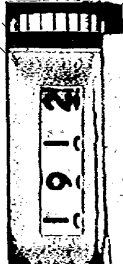
IN THE PRESENCE OF:

Richard W. Connolly
Cheryl J. Boy

SUNCOAST HOMES, a general partnership- FLORIDA SUNCOAST HOME CORPORATION

By: [Signature]
GENERAL PARTNER - PRESIDENT

(corporate seal)



STATE OF FLORIDA
COUNTY OF PINELLAS

O.R. 4967 PAGE 1913

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgments, personally appeared JOHN A. BODZIAK, JR. and _____, respectively of SUNCOAST HOMES, a general partnership, to me well known, and they acknowledged before me that they executed, sealed and delivered the foregoing Declaration of Condominium for the uses and purposes therein expressed, as such officers, by authority and on behalf of said Corporation, as the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Clearwater, said County and State, this 21st day of December, 1979.

Catherine A. Schreyer
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 21, 1983

A F F I D A V I T

STATE OF FLORIDA
COUNTY OF PINELLAS

John A. Bodziak, Jr., being first by me duly sworn,
deposes and says as follows:

1. That Affiant is the President of Florida Suncoast Home Corporation.
2. That Florida Suncoast Home Corporation, a Florida corporation, and Canam Tampa, Inc., a Florida corporation, are the sole partners in Suncoast Homes, a Florida General Partnership. There are no other partners other than the two before-mentioned Florida corporations.
3. That Suncoast Homes, a Florida General Partnership, was in existence when title to the real property, which is herein submitted to condominium ownership, was conveyed to it and Suncoast Homes, a Florida General Partnership, remains a partnership as of the date of this Declaration of Condominium for Redington Place, A Condominium is being executed.
4. That there is nothing in the Partnership Agreement to restrict one partner from binding the other partners in the execution of this Declaration of Condominium for Redington Place, A Condominium.
5. That to the best of Affiant's knowledge, all of the partners of Suncoast Homes, a Florida General Partnership, are competent to contract.

John A. Bodziak, Jr.

 JOHN A. BODZIAK, JR.

Subscribed and sworn to before
 me this 20th day of December,
 19 77.

William A. Adams

 NOTARY PUBLIC
 My Commission Expires:

Notary Public, State of Florida at Large
 My Commission Expires Aug. 21, 1983

REDINGTON PLACE CONDOMINIUM ASSOCIATION, INC., herein referred to as the Association, hereby joins in and approves the making of the foregoing Declaration and consents to the terms and provisions contained therein.

Signed, sealed and delivered in the presence of:

REDINGTON PLACE CONDOMINIUM ASSOCIATION, INC.

Catherine A. Lepore

By: *[Signature]*
President

J.P. Boyce

Attest: *[Signature]*
Secretary

(corporate seal)

STATE OF FLORIDA

COUNTY OF PINELLAS

Before me, the undersigned authority, this day personally appeared JOHN A. BODZIAK, JR. and CHERYL BOYCE, as President and Secretary, respectively, and they acknowledged that they are the duly authorized officers of the said corporation and that they executed the foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 21st day of December, 1979.

Catherine A. Lepore
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 21, 1983

JOINDER OF MORTGAGEE

THE ROYAL BANK AND TRUST COMPANY, herein called the Mortgagee, the owner and holder of a mortgage upon the following-described lands in Pinellas County, Florida:

SEE LANDS DESCRIBED IN EXHIBIT A ATTACHED HERETO

which mortgage is dated July 3, 1979 and is recorded in O. R. Book 4878, Page 1036, Public Records of Pinellas County, Florida, joins in the making of the foregoing Declaration of Condominium, and the Mortgagee agrees that the lien of said mortgage shall hereinafter be upon the following described property in Pinellas County, Florida:

Units 101, 102, 103, 104, 105, 106, 201, 202, 203, 204, 205, 206, 301, 302, 303, 304, 305, and 306 of REDINGTON PLACE, A CONDOMINIUM, together with all of the appurtenances thereto, including but not limited to the undivided shares in the common elements.

It is expressly understood that the real property encumbered by the aforesaid mortgage which is not submitted to condominium ownership shall not be released from the lien of the aforesaid mortgage.

Signed, sealed and delivered in the presence of:

THE ROYAL BANK AND TRUST COMPANY

Anna Marie
Anna Marie

By:

S. David Cooper
Assistant Vice President
Attest

(Corporate Seal)

STATE OF NEW YORK

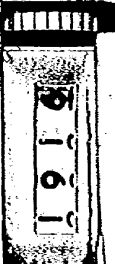
COUNTY OF

Before me, the undersigned authority, personally appeared S. David Cooper Assistant Vice President of THE ROYAL BANK AND TRUST COMPANY, and they acknowledged before me that they are the authorized officers of said corporation and that they executed the foregoing instrument for the uses and purposes therein expressed.

Witness my hand and official seal in the State and County aforesaid this 26 day of December 19 79.

Angelo Teofilo Mazza
NOTARY PUBLIC

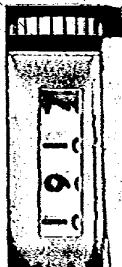
My Commission Expires:
ANGELO TEOFILO MAZZA
Notary Public, State of New York
No. 52-7781485
Qualified in Suffolk County
Certificate Filed in New York County
Commission Expires March 30, 1980



LEGAL DESCRIPTION

ALL LANDS TO BE SUBMITTED TO CONDOMINIUM OWNERSHIP:

The North 74 feet of Lot 9 and all of Lot 10, Block 24, THIRD ADDITION TO REDINGTON BEACH HOMES, according to the map or plat thereof as recorded in Plat Book 25, Page 13, Public Records of Pinellas County, Florida; also known as the Northwesterly 74 feet of Lot 9, in Block 24, THIRD ADDITION TO REDINGTON BEACH HOMES.



UNOFFICIAL

EXHIBIT A

REDINGTON PLACE A CONDOMINIUM

SECTION 5, TOWNSHIP 31 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA

DEED CERTIFICATE: THE THESE PRESENTS THAT WE, JOHN A. BOZEMAN, JR., PRESIDENT OF REDINGTON PLACE CONDOMINIUM, INC., JOHN A. BOZEMAN, JR., VICE-PRESIDENT AND JOHN A. BOZEMAN, JR., SECRETARY, AS TRUSTEES OF REDINGTON PLACE CONDOMINIUM, INC., DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED CONDOMINIUM IS THE PROPERTY OF REDINGTON PLACE CONDOMINIUM, INC., A FLORIDA CORPORATION, AS SHOWN HEREIN AND THAT THE INVESTIGATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

BY: *John A. Bozeman, Jr.*
John A. Bozeman, Jr., President
BY: *John A. Bozeman, Jr.*
John A. Bozeman, Jr., Vice-President
BY: *John A. Bozeman, Jr.*
John A. Bozeman, Jr., Secretary

ACKNOWLEDGMENT:
STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY THAT ON THIS 7th DAY OF JANUARY, 1980, BEFORE ME PERSONALLY APPEARED JOHN A. BOZEMAN, JR., PRESIDENT OF REDINGTON PLACE CONDOMINIUM, INC., JOHN A. BOZEMAN, JR., VICE-PRESIDENT AND JOHN A. BOZEMAN, JR., SECRETARY, AS TRUSTEES OF REDINGTON PLACE CONDOMINIUM, INC., A FLORIDA CORPORATION, AS SHOWN HEREIN, AND WHO DECLARED THE FOREGOING TO BE TRUE TO THE BEST OF THEIR KNOWLEDGE AND BELIEF AND WHO DECLARED THAT THEY WERE FULLY COMPETENT TO EXECUTE THE FOREGOING INSTRUMENT AND THAT THEY RECEIVED SAID INSTRUMENT FOR THE PURPOSES SPECIFICALLY SET FORTH HEREIN.

MY COMMISSION EXPIRES: *August 31, 1983*

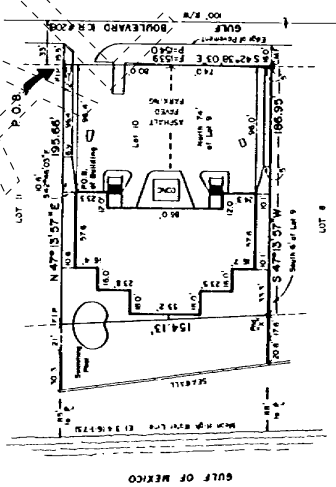
SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THAT THIS MAP WAS DRAWN FROM A SURVEY MADE BY ME ON DECEMBER 20, 1979, AND THAT THIS MAP IS A CORRECT REPRESENTATION OF THE LINES PLATTED AND THE IMPROVEMENTS AND DIMENSIONS THEREON AS SHOWN HEREIN AND THAT THE INVESTIGATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.



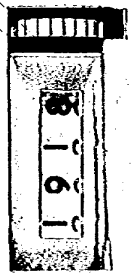
Prepared by:
WEST COAST ENGINEERING CORPORATION
1101 W. BAYVIEW AVENUE
ST. PETERSBURG, FLORIDA 33702
PLAT NO. 2249

LEGAL DESCRIPTION:
THE CONDOMINIUM UNITS 1, 2 AND 3 AND ALL OF LOT 10, BLOCK 2N, REDINGTON PLACE CONDOMINIUM, INC., PINELLAS COUNTY, FLORIDA, AS SHOWN HEREON ARE RECORDED IN PLAT BOOK 31, PAGE 18, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

LEGAL DESCRIPTION OF BUILDING:
FROM THE ARBITRARY NUMBER OF LOT 10 AT THE INTERSECTION WITH THE CENTERLINE OF GULF BOULEVARD (SECTION 5, TOWNSHIP 31 SOUTH, RANGE 15 EAST) TO A POINT 10.8 FEET TO THE NORTH OF THE INTERSECTION OF THE CENTERLINE OF GULF BOULEVARD AND THE CENTERLINE OF THE BUILDING.



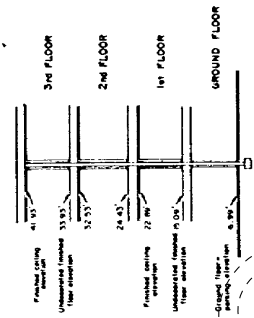
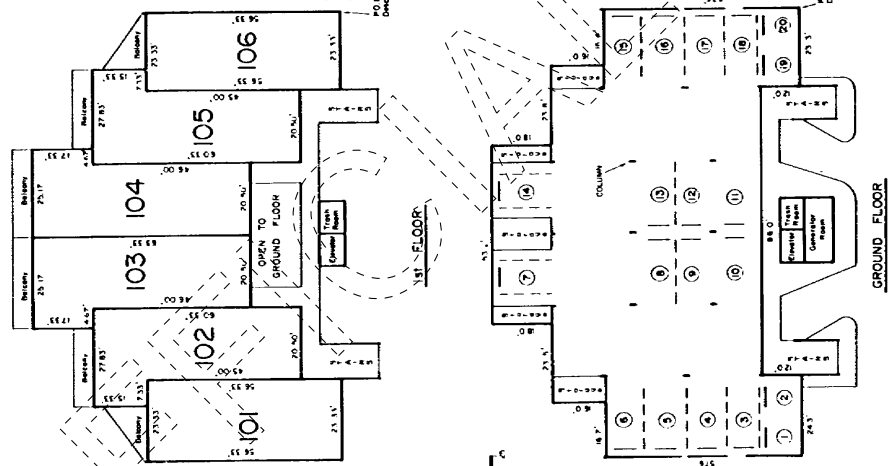
THE ORIGINAL OF THIS INSTRUMENT IS POOR



REDINGTON PLACE
A CONDOMINIUM

SECTION 5, TOWNSHIP 31 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA

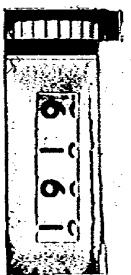
Prepared by:
WEST COAST ENGINEERING CORPORATION
2001 FORTY-SEVEN STREET NORTH
TAMPA, FLORIDA 33602
TEL: 813-277-4428
FAX: 813-277-4429
FILE NO. 345



SHEET 2 OF 3

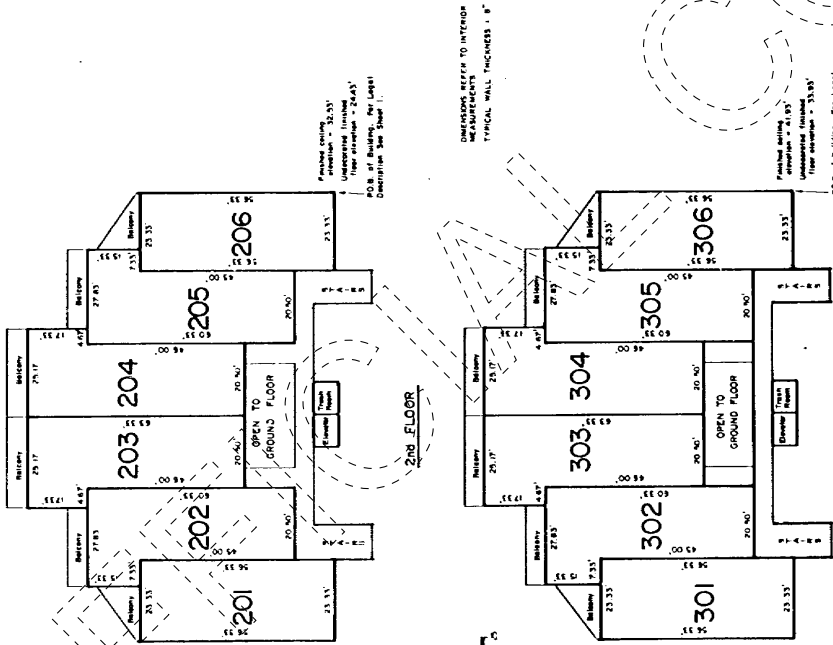
EXHIBIT B

THE ORIGINAL OF THIS INSTRUMENT IS POOR



REDINGTON PLACE
A CONDOMINIUM

SECTION 5, TOWNSHIP 31 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA



Finished ceiling
elevation = 25.53'
Unfinished finished
floor elevation = 24.45'
Top of concrete
distribution slab = 24.00'
Top of concrete
distribution slab = 23.53'

MEASUREMENTS REFER TO INTERIOR
MEASUREMENTS
TYPICAL WALL THICKNESS 1/2"

Finished ceiling
elevation = 24.93'
Unfinished finished
floor elevation = 23.85'
Top of concrete
distribution slab = 23.38'
Top of concrete
distribution slab = 22.91'

Prepared by:
WIFE CONYER ENGINEERING CORPORATION
7001 POINTA STREET NORTH
P.O. BOX 1000
PINELLAS COUNTY, FLORIDA 33702
FILE NO. 3483

SHEET 3 OF 3

THE ORIGINAL OF THIS INSTRUMENT IS POOR

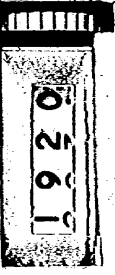


EXHIBIT B

REDINGTON PLACE, A CONDOMINIUM

The percentages of undivided shares in the common elements, and the shares in the common expenses and common surplus appurtenant to each unit in the Condominium, are as follows:

<u>UNIT NO.</u>	<u>PERCENTAGES</u>
101	1/18
102	1/18
103	1/18
104	1/18
105	1/18
106	1/18
201	1/18
202	1/18
203	1/18
204	1/18
205	1/18
206	1/18
301	1/18
302	1/18
303	1/18
304	1/18
305	1/18
306	1/18

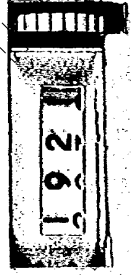


EXHIBIT C