

EASTWOOD PINES ASSOCIATION, INC.

**RESOLUTION ESTABLISHING INTENTION TO
ENFORCE LEASING RESTRICTIONS AND COVENANTS**

WHEREAS, The Declaration of Condominium of Eastwood Pines Phase I Condominium f/k/a Pinellas Pines Phase I (the "Declaration") named the undersigned Association responsible for the operation of the condominium property, specifically including enforcement of its covenants and restrictions on matters of common interest to its residents; and

WHEREAS, Section 10.6 of the Declaration states in the event that twenty percent (20%) of the total number of condominium units are leased at any time, then there shall be no further leasing of the condominium units by any unit owner which shall cause or result in the total number of units leased to exceed twenty percent (20%) of the total number; and

WHEREAS Section 10.6 of the Declaration states that no unit may be leased within the first year (365 days) following the transfer of title to such unit; and

WHEREAS Section 10.6 of the Declaration further states that all leases must have a minimum term of one (1) year; and

WHEREAS, prior to the effective date of this Resolution, it appears that prior Boards of Directors may have failed to strictly and uniformly enforce Section 10.6 of the Declaration, which has resulted uncertainty by owners, as to what regulations are being applied by the Board in connection with the leasing restrictions set forth within the Declaration; and;

WHEREAS, it is the intention of this Board of Directors to take whatever action is required to ensure that Section 10.6 of the Declaration is uniformly and consistently enforced by this and future Boards of Directors, to the fullest extent permitted by law and as expected by members of the Association.

NOW, THEREFORE, be it resolved by the Board of Directors as follows:

1. The above recitations are incorporated herein and made a part hereof by reference.
2. By this Resolution, the Board of Directors is hereby placing all owners on notice of its intention to uniformly and consistently enforce Section 10.6 of the Declaration as follows:
 - A. The Board of Directors shall strictly prohibit leasing of the condominium units by any unit owner which shall cause or result in the total number of units leased to exceed twenty percent (20%) of the total number of units.
 - B. The Board of Directors shall strictly prohibit leasing of any unit within the first year following the transfer of such unit.
 - C. The Board of Directors shall strictly prohibit any leases for a term of less than one (1) year.
3. The Board of Directors is hereby further placing all owners on notice of its intention to uniformly and consistently enforce any and all restrictions contained within the Declaration

relating to the leasing and transfer of units, regardless of whether such restrictions are specifically referenced herein.

4. In furtherance of this Resolution and to ensure that the Association has accurate records regarding the condominium units that are presently leased within the community, all unit owners who are presently leasing their condominium unit(s) must follow the registration procedures below to ensure that the Association has proper notice of their current lease(s):

- A. Within sixty (60) days following the date of this Resolution, any owner leasing his/her unit must submit a copy of the lease to the Association together with a completed registration form prescribed by the Association. The owner shall provide such information as the Association may reasonably require, including but without limitation the names of all occupants, contact information for the lessee(s), and vehicle identification information.
- B. Any lease properly registered with the Association within sixty (60) days from the date of this Resolution shall be deemed grandfathered and may continue until the expiration of the lease term, regardless of whether such lease violates one or more of the Association's governing restrictions.
- C. Any lease that is not registered with the Association within sixty (60) days from the Date of this Resolution shall NOT be grandfathered and shall be required to comply with any and all restrictions contained within the Declaration.

5. In the event the Association determines that 20% or more of the condominium units are currently leased, no further leasing shall be permitted until the total number of leased units falls below the 20% limit. The Association shall establish a waiting list for unit owners desiring to lease their units.

6. All leases made or existing in violation of the Declaration or this Resolution will be referred to the Association's legal counsel for immediate action, and violators (owners and occupants) may be subject to a civil lawsuit for termination of the lease and removal of the unit occupants, in addition to any other remedies provided under the Condominium Act and the general laws of the State of Florida. In any such proceeding, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees including fees incurred in connection with pre-litigation enforcement efforts and appellate proceedings from the non-prevailing party.

IN WITNESS WHEREOF, the Board of Directors has adopted this Resolution on this 25th day of June, 2019.

EASTWOOD PINES ASSOCIATION, INC.

BY:

Larry Murphy
(Signature)

LARRY MURPHY
(Printed Name)

Pres
(Title)

EASTWOOD PINES ASSOCIATION, INC.

**RESOLUTION ADOPTING A POLICY
FOR THE REGISTRATION OF LEASES**

WHEREAS, The Declaration of Condominium of Eastwood Pines Phase I Condominium f/k/a Pinellas Pines Phase I (the "Declaration") named the undersigned Association responsible for the operation of the condominium property, specifically including enforcement of its covenants and restrictions on matters of common interest to its residents; and

WHEREAS Section 10.6 of the Declaration states that all leases shall be subject to all covenants, conditions, restrictions, limitations, rules and regulations contained in the Declaration of Condominium and the Bylaws of the Association and separate rules and regulations of the Association; and

WHEREAS Section 10.6 of the Declaration restricts the number of leased units within the Condominium to 20% of the total number of units; and

WHEREAS Section 10.6 of the Declaration further states that no unit may be leased within the first year (365 days) following the transfer of title to such unit; and

WHEREAS a registration process is necessary for the Association to maintain accurate records relating to leased units within the Condominium so that the Board of Directors can manage and enforce the above referenced restrictions; and

WHEREAS the Board of Directors desires to adopt uniform guidelines for the registration of all leases so that proper procedures may be understood and followed by the Unit Owners desiring to lease their units;

NOW, THEREFORE, be it resolved by the Board, the following guidelines regarding the registration of leases have been adopted:

1. Within a reasonable time, not less than twenty (20) days prior to the commencement of the proposed lease term, a unit owner or his agent shall submit a copy of the lease to the Association together with a completed registration form prescribed by the Association. The owner or the intended lessee shall provide such information as the Association may reasonably require, including but without limitation the names of all occupants, contact information for the lessee(s), and vehicle identification information.

2. Within fourteen (14) days after the Association received a fully completed lease registration package, the Board of Directors shall provide the owner of the unit (or the owner's designated agent) with one or more of the following responses:

- A. The lease meets all requirements of the Declaration and may commence on the date indicated in the lease.

B. The lease does not meet all requirements of the Declaration and must be modified before it may commence. Details regarding the unsatisfied requirements of the Declaration shall be provided to the unit owner. Examples may include, without limitation, the following:

1. The lease is not for a minimum term of one (1) year.
2. The one (1) year waiting period after transfer of the unit has not been met.
3. The lease does not appear to satisfy the single family use requirement.

C. The total number of units leased at the time the registration package was received equals or exceeds the 20% leasing cap and therefore the lease may not commence. The unit owner shall be provided with an opportunity to place his/her unit on a waiting list for new leases.

3. It shall be the owner's obligation to furnish the lessee with a copy of governing documents and any other disclosures required by the Florida Statutes.

4. No change in occupancy, subleasing, or assignment of a lease is permitted without a new registration.

5. Any lease application that provides false or incomplete information, or any lease made in violation of this Resolution shall be voidable, and the Association may institute suit to remove any unauthorized occupants, in which event, the unit owner violating the terms herein contained shall be liable for all court costs and reasonable attorneys' fees incurred by the Association.

IN WITNESS WHEREOF, the Board of Directors has adopted this Resolution on this 25th day of June, 2019.

EASTWOOD PINES ASSOCIATION, INC.

BY: Larry Murphy
(Signature)

LARRY MURPHY
(Printed Name)

Pres
(Title)

Certificate prepared by and return to:
Rabin Parker, P.A.
28163 U.S. 19 North, Suite 207
Clearwater, Florida 33761
Amendment text prepared by:
Eastwood Pines Association, Inc.

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM OF EASTWOOD PINES PHASE I
CONDOMINIUM F/K/A PINELLAS PINES PHASE I

I hereby certify that at a duly called meeting of the members of Eastwood Pines Association, Inc., (the "Association") held on November 10, 2014, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the amendments to Section 10, of the Declaration of Condominium of Eastwood Pines Phase I Condominium F/K/A Pinellas Pines Phase I attached hereto as **EXHIBIT A**, were prepared by the Eastwood Pines Association, Inc., and duly adopted by the membership. The Declaration of Condominium of Eastwood Pines Phase I Condominium F/K/A Pinellas Pines Phase I was originally recorded in Official Records Book 4095, Pages 565 et seq., Public Records of Pinellas County, Florida, and as subsequently amended.

IN WITNESS WHEREOF, the Eastwood Pines Association, Inc., has caused this instrument to be signed by its duly authorized officer on this 26 day of November, 2014.

[Signature]

Signature of Witness #1

J. Fink

Printed Name of Witness #1

[Signature]

Signature of Witness #2

Louis DeSantis

Printed Name of Witness #2

EASTWOOD PINES ASSOCIATION, INC.


By [Signature]

Signature
SUSAN LEVINGS, PRESIDENT

Printed Name and Title

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 20 day of November, 2014, by Susan Levings as president of Eastwood Pines Association, Inc., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

 ADRIENNE HAYNES
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE120763
Expires 9/18/2015

[Signature]

Notary Public/State of Florida
My commission expires: 9.18.15

EXHIBIT A

SCHEDULE OF ADOPTED AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF EASTWOOD PINES PHASE I CONDOMINIUM F/K/A PINELLAS PINES PHASE I

The following are proposed amendments to the Declaration of Condominium of Eastwood Pines Phase I Condominium F/K/A Pinellas Pines Phase I, originally recorded in Official Records Book 409, Pages 565 et seq., within the Public Records of Pinellas County, Florida, and as subsequently amended.

NOTE: New wording is underlined, deleted wording is ~~stricken through~~, and *** indicates omitted text.

10.6 Pets

(a) Occupants shall have the right to maintain no more than two domesticated dogs or cats, (hereafter "pets") or combination thereof, in any Unit on the Condominium Property. All pets maintained on the Condominium Property shall weigh less than thirty (30) pounds at maturity. All pets are subject to the rules and regulations regarding pets as adopted by the Board of Directors from time to time.

(b) All pets currently maintained in any Unit on the Condominium Property at the time of adoption of this Amendment shall be "grandfathered," and may remain in the Unit, regardless of size, type, or number of pets in a Unit. All grandfathered pets must be registered with the Association within thirty (30) days from the date of the adoption of this Amendment on a form available from the Association. Once a grandfathered pet dies or vacates the Unit on a permanent basis (this would include a lease of the Unit to another Occupant), the grandfathered pet will not be allowed to return.

(c) All pets dogs, when not inside the Unit apartments, shall be on leashes or in a pet carrier and shall be attended by a responsible party. Pets are not permitted in the pool, on the pool decks, or in any of the recreational facilities within the Condominium Property. No dogs or domestic Pets animals shall not at any time be tied up and left unattended at any time on any of the eCommon eElements. Any excrement deposited by a pet dog on the eCommon eElements shall be immediately removed by the attendant of that pet dog and disposed of in rubbish units provided by the Association. Failure to pick up and promptly dispose of such excrement shall be prima fascia evidence that such pet is causing a nuisance hereunder.

(d) In the event that the Board of Directors determines that any pet has become a nuisance due to barking, aggressive behavior, offensive odor, or other disturbances of the peaceful enjoyment of the Condominium Property by other residents, the Board may require that such pet be removed from the Condominium Property. Prior to a final decision regarding removal, the Board will provide the pet owner with notice and an opportunity for a hearing before the Board of Directors. The Board of Directors shall have the right to adopt additional rules and regulations relating to pets, and if If any eOccupant shall violate any of these provisions, or and rules and regulations that may be adopted by

~~the Board from time to time~~, then the Association shall have the right to require that ~~eOccupant~~ to remove the ~~pet dog or other domestic animal~~ permanently from the ~~eCondominium pProperty~~.

10.9 Leasing

Only entire townhome ~~uUnit~~ may be leased. In the event of ~~uUnit~~ leasing, occupancy may only be by the lessee, family of lessee and guests. Any lease shall be subject to all covenants, conditions, restrictions, limitations, rules and regulations contained in the Declaration of Condominium and the By-Laws of the Association and separate rules and regulations of the Association. All leases must have a term of not less than one (1) year, and no transient tenants may be accommodated.

Units shall be used and occupied only for single family residential purposes. The term “single family” shall be deemed to mean two (2) or more persons related by marriage or consanguinity, or not more than two (2) persons who are unrelated subject to the following maximum occupants per ~~uUnits~~:

Type of unit	Maximum Occupants
Two Bedroom Units	four (4) persons
Three Bedroom Units	six (6) persons

In the event that twenty percent (20%) of all the ~~uUnits~~ located within are being a part of the Eastwood Pines Townhomes shall be released at any time, then there shall be no further leasing of the ~~eCondominium uUnits~~ by any ~~uUnit~~ ~~oOwner~~ which shall cause or result in the total number of ~~uUnits~~ leased to exceed twenty percent (20%) of the total number.

After the effective date of this amendment, no Unit may be leased or rented by a new Owner who acquires title to any Unit during the first year (365) days following transfer of the title to a Unit. Any occupancy of a Unit during this period shall be by a bona-fide Owner only. For the purpose of this restriction, a “bona-fide Owner” is defined as an individual that owns at least two-thirds (2/3) of the total interest in the Unit as shown in the Public Records of Pinellas County, Florida. Transactions and contracts such as agreements for deed, fractional ownership interest in an LLC or other corporate entity, and other such arrangements used for the purpose of avoiding this restriction are prohibited. If an Owner violates this restriction, any period of time during which the Unit is leased (or occupied by a person other than a bona-fide Owner) in violation of this restriction will be added to the one-year time period which starts when title to the Unit is acquired.

10.10 Supervision of Children. Children under the age of twelve (12) shall be supervised by a responsible adult at all times when occupying or using Common Elements.

State of Florida



Department of State

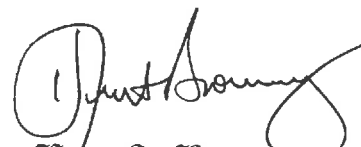
I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of EASTWOOD PINES ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is 727096.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-first day of July, 2011



CR2EO22 (1-11)


Kurt S. Browning
Secretary of State

AMENDMENT TO ARTICLES OF INCORPORATION
OF PINELLAS PINES ASSOCIATION INC.

FILED
FEB 17 12 01 PM '77
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS AMENDMENT to the Articles of Incorporation of Pinellas Pines Association, Inc. adopted pursuant to Article IX of the Articles of Incorporation and as required by law through an Amendment proposed by the Board of Directors and submitted to the membership of the Association which was adopted by 66-2/3% of the membership of the Board of Directors and 66-2/3% of the entire membership of the Association is as follows:

1. The name of the Association is hereby amended to be EASTWOOD PINES ASSOCIATION, INC.

2. This Amendment shall be effective upon the filing of this Amendment with the Secretary of State, State of Florida.

3. All other terms of the Articles of Incorporation issued under Certificate of Incorporation dated the 6th day of August, 1973, and issued by the Honorable Richard Stone, Secretary of State, State of Florida, shall hereby remain the same and unchanged.

Dated this 22 day of Feb, 1977.

Signed, sealed and delivered
in the presence of:

PINELLAS PINES ASSOCIATION, INC.

By James W. Robb (SEAL)
President

Attest: Dorothy K. Crawford (SEAL)
Vice Pres. & Ass't. Secretary

Attest: Clifton M. Hocker (SEAL)
Secretary-Treasurer

Directors:

(SEAL)

(SEAL)

(SEAL)

A-87
2-17

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me,
this 22 day of Feb, 1977, by James Robinson
as President, by Dorothy Crawford as Vice President
and Assistant Secretary and by Clifton M. Helboer
as Secretary-Treasurer of PINELLAS PINES ASSOCIATION, INC.,
and also by _____
and _____ as Directors of said Association.

Sylvia L. Linder
Notary Public

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Oct. 13, 1980
Bonded by American Fire & Casualty Company

8-17
2-17

ARTICLES OF INCORPORATION
OF
PINELLAS PINES ASSOCIATION, INC.

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes 1963, and certify as follows:

ARTICLE I

NAME

The name of the corporation shall be PINELLAS PINES ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the Association.

FILED
NOV 8 1963
TALLAHASSEE
FLORIDA

ARTICLE II

PURPOSE

1. The purpose for which the Association is organized is to provide an entity pursuant to Section 12 of the Condominium Act, which is Chapter 711, Florida Statutes 1963, as amended, for the operation of PINELLAS PINES, a Condominium, located upon the following lands in Pinellas County, Florida:

(See Appendix)

2. The Association shall make no distribution of income to its members, directors or officers.

ARTICLE III

POWERS

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all of the common-law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

2. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant

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to the Declaration and as it may be amended from time to time, including but not limited to the following:

(a) To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the condominium.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) The maintenance, repair, replacement and operation of the condominium property.

(d) The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.

(e) The reconstruction of improvements after casualty and the further improvement of the property.

(f) To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and their amendments shall be approved by not less than 66 2/3% of the votes of the entire membership of the Association before such shall become effective.

(g) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-laws of the Association and the Regulations for the use of the property in the condominium.

(h) To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.

(i) To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.

(j) To employ personnel to perform the services required for proper operation of the condominium.

(k) To own, rent or lease real or personal property for the benefit of the condominium.

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3. The Association shall not have the power to purchase a unit of the condominium except at sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien. This provision shall not be changed without unanimous approval of the members and the joinder of all record owners of mortgages upon the condominium.

4. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-laws.

5. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-laws.

ARTICLE IV

MEMBERS

1. The members of the Association shall consist of all of the record owners of units in this condominium and adjacent similar condominiums as may be provided in the Declarations; and after termination of the condominium shall consist of those who are members at the time of such termination and their successors and assigns.

2. After receiving notice to the Association as required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the public records of Pinellas County, Florida, a deed or other instrument establishing a record title to a unit in the condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

4. The owner of each unit shall be entitled to at least one vote as a member of the Association. The manner of exercising voting rights shall be determined by the By-laws of the Association.

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ARTICLE V

DIRECTORS

1. The affairs of the Association will be managed by a board consisting of the number of directors determined by the By-laws, but not less than three directors, and in the absence of such determination shall consist of five directors. Directors need not be members of the Association.

2. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-laws. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the By-laws.

3. The first election of directors shall not be held until after the developer has closed the sales of all of the units of the condominium, or until developer elects to terminate its control of the condominium, or until after July 15, 1975, whichever occurs first. The directors named in these Articles shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

4. The names and addresses of the members of the first board of directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
<u>James G. Fuller</u>	<u>555 Capitol Mall, Suite 1400</u> <u>Sacramento, California 95814</u>
<u>Wilbur Wilkinson</u>	<u>6938 Silverthorne Circle</u> <u>Sacramento, California 95842</u>
<u>W. Dean Hanson</u>	<u>2247 Palm Beach Lakes Boulevard</u> <u>West Palm Beach, Florida 33401</u>

ARTICLE VI

OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-laws. The officers shall be elected

4.

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by the board of directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the board of directors. The names and addresses of the officers who shall serve until their successors are designated by the board of directors are as follows:

President: James G. Fuller

Vice President and
Assistant Secretary: W. Dean Hanson

Secretary-Treasurer: Wilbur Wilkinson

ARTICLE VII

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the board of directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII

BY-LAWS

The first By-laws of the Association shall be adopted by the board of directors and may be altered, amended or rescinded in the manner provided by the By-laws.

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ARTICLE IX

AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

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

2. A resolution for the adoption of a proposed amendment may be proposed either by the board of directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided,

(a) such approvals must be by not less than 66 2/3% of the entire membership of the board of directors and by not less than 66 2/3% of the votes of the entire membership of the Association.

3. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section 3 of Article III, without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

4. A copy of each amendment shall be certified by the Secretary of State and be recorded in the public records of Pinellas County, Florida.

ARTICLE X

TERM

The term of the Association shall be perpetual.

APPENDIX

Description:

Commence at the Northeast corner of the Southeast 1/4 of Section 29, Township 29 South, Range 16 East, and run North 88° 45' 11" West a distance of 176.45 feet; thence run South 2° 07' 41" East a distance of 369.51 feet to the Point of Beginning; thence run South 40° 55' 41" East a distance of 196.19 feet; thence run South 69° 42' 30" West a distance of 408.36 feet to a point on a curve to the right; thence by a curve to the right having a radius of 386.64 feet; a chord bearing of North 34° 04' 48" West a distance of 97.41 feet, run an arc distance of 97.67 feet; thence run South 87° 30' 49" West a distance of 365.21 feet; thence run North 1° 14' 49" East a distance of 305.00 feet; thence run South 88° 45' 11" East a distance of 635.00 feet; thence run South 2° 07' 41" East a distance of 30.02 feet; thence run South 40° 55' 41" East a distance of 47.87 feet to the Point of Beginning.

Less the following described parcel

Commence at the Northeast corner of the Southeast 1/4 of Section 29, Township 29 South, Range 16 East, and run North 88° 45' 11" West a distance of 176.45 feet; thence run South 2° 07' 41" East a distance of 369.51 feet; thence run North 40° 55' 41" West a distance of 47.87 feet; thence run North 2° 07' 41" West a distance of 30.02 feet; thence run North 88° 45' 11" West a distance of 194.38 feet to the Point of Beginning; thence run South 0° 32' 20" West a distance of 90.00 feet; thence run South 88° 45' 11" East a distance of 100.00 feet; thence run North 0° 32' 20" West a distance of 90.00 feet; thence run North 88° 45' 11" West a distance of 100.00 feet to the Point of Beginning.

Subject to the included portion of the following described right-of-way:

Commence at the Northeast corner of the Southeast 1/4 of Section 29, Township 29 South, Range 16 East, and run North 88° 45' 11" West a distance of 492.45 feet to the Point of Beginning; thence run North 88° 45' 11" West a distance of 50.00 feet; thence run South 0° 32' 20" East a distance of 415.75 feet to a Point of Curvature; thence by a curve to the left having a radius of 411.64 feet, having a chord bearing of South 12° 51' 13" East, a distance of 176.31 feet, run an arc distance of 177.69 feet to a Point of Tangency; thence run North 87° 30' 49" East a distance of 27.44 feet to a Point of Curvature; thence by a curve to the left having a radius of 386.64 feet, having a chord bearing of South 34° 04' 48" East, a distance of 97.41 feet, run an arc distance of 97.96 feet to a Point of Tangency; thence run North 69° 42' 30" East a distance of 26.78 feet to a Point of Curvature; thence by a curve to the right having a radius of 361.64 feet, having a chord bearing of North 21° 39' 42" West, a distance of 261.01 feet, run an arc distance of 267.04 feet to a Point of Tangency; thence run North 0° 32' 20" West a distance of 414.19 feet to the Point of Beginning.

In Pinellas County, Florida and herein called "the land".

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First--That PINELLAS PINES ASSOCIATION, INC.
desiring to organize under the laws of the State of Florida
with its principal office, as indicated in the articles of
incorporation at City of Clearwater County
of Pinellas, State of Florida
has named JOHN A. PAUL
located at 249 Royal Palm Way, Palm Beach, Florida 3348
(Street address and number of building,
Post Office Box address not acceptable)
City of Palm Beach, County of Palm Beach
State of Florida, as its agent to accept service of process
within this state.

FILED
AUG 6 8 13 AM '73
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

ACKNOWLEDGEMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

By John A. Paul
(Resident Agent)

Prepared By and Return to:
Michael J. Brudny, Esquire
Brudny & Rabin, P.A.
200 North Pine Avenue, Suite A
Oldsmar, Florida 34677

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2007171710 05/18/2007 at 02:52 PM
OFF REC BK: 15799 PG: 1166-1168
DocType:CONDO RECORDING: \$27.00

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF EASTWOOD PINES – PHASE I, A CONDOMINIUM
AND TO THE BYLAWS OF
EASTWOOD PINES ASSOCIATION, INC.**

This is to certify that at a duly called meeting of the members of Eastwood Pines Association, Inc. (the "Association") held on February 14, 2007, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amendment to Section 12 of the Declaration of Condominium of Eastwood Pines – Phase I, a Condominium, and the Amendment to Section 8 of the Bylaws of Eastwood Pines Association, Inc., attached hereto as Exhibit A, were duly adopted by the membership. The Declaration of Condominium for Eastwood Pines – Phase I, a Condominium was originally recorded in Official Records Book 4066, Page 1720, and the Bylaws of Eastwood Pines Association, Inc. was originally recorded in Official Records Book 4066, Page 1752, both of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, EASTWOOD PINES ASSOCIATION, INC., has caused this instrument to be signed by its duly authorized officer on this 1st day of May, 2007.

EASTWOOD PINES ASSOCIATION, INC.

Loraine Chulla
Signature of Witness #1

LAORINE CHULLA
Printed Name of Witness #1

Laura Franze
Signature of Witness #2

LAURA FRANZE
Printed Name of Witness #2

By: Charles Philipps
Signature
CHARLES PHILIPPS PRES
Printed Name and Title

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 1st day of May, 2007, by Charles Philipps as President of EASTWOOD PINES ASSOCIATION, INC., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

Laura Franze
Notary Public
LAURA FRANZE
Printed Name



ADOPTED AMENDMENTS TO THE DECLARATION OF CONDOMINIUM
OF
EASTWOOD PINES – PHASE I, A CONDOMINIUM
AND TO THE BYLAWS OF
EASTWOOD PINES ASSOCIATION, INC.

The following are adopted amendments to the Declaration of Condominium of Eastwood Pines – Phase I, a Condominium, originally recorded at Official Records Book 4066, Page 1720, and to the Bylaws of Eastwood Pines Association, Inc., originally recorded at Official Records Book 4066, Page 1752, both of the Public Records of Pinellas County, Florida, and as subsequently amended.

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

Section 12 of the Declaration is hereby amended to read as follows:

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

12.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered and provided to all Owners at least fourteen (14) days prior to the date of the meeting, along with a notice of the membership meeting where the proposals will be discussed and voted upon, and a limited proxy form for the owners to cast their votes on the proposed amendments. The notice of the membership meeting may be provided to all Owners by mail or hand delivery.

12.2 A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by a petition signed by at least twenty-five percent (25%) of the Owners, provided that if an amendment is proposed by petition it is subject to review by legal counsel for the Association as to legality and form, the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) not less than a vote of seventy-five percent (75%) of those owners voting in person or by proxy at the membership meeting, provided that at an affirmative vote of the majority of the total voting interests in the Condominium participate in the voting in order for the vote to be valid. 66 2/3% of the entire membership of the Board of Directors and by not less than 66 2/3% of the votes of the entire membership of the Association; or

~~(b) until the first election of directors, only by all of the directors.~~

12.3 Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments, unless the apartment owners so affected shall consent. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or repair after casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

12.4 Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Pinellas Palm Beach County, Florida.

* * * *

Section 8 of the Bylaws is hereby amended to read as follows:

8. Amendments. These Bylaws may be amended in the following manner:

8.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered and provided to all Owners at least fourteen (14) days prior to the date of the meeting, along with a notice of the membership meeting where the proposals will be discussed and voted upon, and a limited proxy form for the owners to cast their votes on the proposed amendments. The notice of the membership meeting may be provided to all Owners by mail or hand delivery.

8.2 A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by a petition signed by at least twenty-five percent (25%) of the Owners, provided that if an amendment is proposed by petition it is subject to review by legal counsel for the Association as to legality and form. ~~the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting.~~ Except as elsewhere provided, such approvals must be by:

a. not less than a vote of seventy-five percent (75%) of those owners voting in person or by proxy at the membership meeting, provided that at an affirmative vote of the majority of the total voting interests in the Condominium participate in the voting in order for the vote to be valid. 66-2/3% of the entire membership of the board of directors and by not less than 66-2/3% of the votes of the entire membership of the Association; or

b. ~~until the first election of directors, by all of the directors.~~

8.3 Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Pinellas Palm Beach County, Florida.

END OF ADOPTED AMENDMENTS

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

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2006380309 10/16/2006 at 02:52 PM
OFF REC BK: 15422 PG: 2200-2200
DocType:NOTICE RECORDING: \$10.00

**NOTICE REGARDING EXISTENCE OF RULES AND REGULATIONS
FOR EASTWOOD PINES ASSOCIATION, INC.**

Whereas, the Declaration of Condominium for Eastwood Pines, Phase I, a condominium, was originally recorded at Official Records Book 4066, Page 1720 Public Records of Pinellas County, Florida; and

Whereas, amendments to the Rules and Regulations have been adopted from time to time, and an earlier version of the Rules was recorded at Official Record Book 5509, Page 1633 of the Public Records of Pinellas County, Florida, and the Rules continue to be amended from time to time by Eastwood Pines Association, Inc. relating to the condominium property and the use of the condominium units; and

Whereas, the Association wishes to place all persons on notice of the existence of such additional Rules and Regulations;

NOW, THEREFORE, it is hereby resolved by the Association that all persons interested in obtaining a current copy of the Rules and Regulations relating to the Condominium property and the use of the units and common elements at Eastwood Pines, Phase I Condominium may obtain a copy of such current Rules and Regulations at the management company office or from the President of the Association. Prior and future amendments to the Rules and Regulations are not being recorded in the public records, but will be available from the Association.

THE EASTWOOD PINES ASSOCIATION, INC.

By: Charles Philipps
Signature
CHARLES PHILIPPS PRES
Printed Name and Title

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 3rd day of October, 2006, by Charles Philipps, as President of THE EASTWOOD PINES ASSOCIATION, INC., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation, and stated that the foregoing is true and correct. He/She is personally known to me or has produced _____ as identification.

Laura Franze
Notary Public
Laura Franze
Printed Name
My Commission Expires:





**RESOLUTION OF EASTWOOD PINES ASSOCIATION, INC.
REGARDING PET EXCEPTION**

WHEREAS, the Declaration of Condominium for EASTWOOD PINES CONDOMINIUM, named the undersigned Association responsible for operation of the condominium, specifically including control over its common elements, and enforcement of its rules and regulations on matters of common interest to its residents; and

WHEREAS, the Board of Directors has received a request(s) from certain condominium occupants named below, who have asserted a medical necessity for an accommodation to the no-pet in occupancy provision currently set forth in Article 10, Section 10.2, of the Declaration of Condominium; and

WHEREAS, at the request of the Board of Directors, each occupant has provided sufficient credible facts to the Board of Directors to establish a handicap, and a relationship between their particular disability and the need for a pet to accommodate the disability such that he or she is afforded an equal opportunity to use and enjoy their dwelling in the same manner as a non-handicapped person; and

WHEREAS, for protection of the Association and its fiduciary duty to enforce the Declaration of Condominium, as presently written, the Board of Directors is adopting this Resolution relating to the particular facts of the occupants addressed below, so there is a record of having followed the appropriate process for establishment of an accommodation to its pet policy, which is otherwise applicable to all owners in the condominium.

NOW, THEREFORE, be it resolved by the Board of Directors as follows:

1. The above recitations are incorporated herein and made a part hereof by reference.
2. The Board of Directors specifically finds that the following units are occupied by handicapped individuals who have present sufficient credible facts to the Board of Directors as to such handicap:

Unit Number 1822-3, Unit Occupant(s): NICOLA LYNCH

Unit Number 1823-1, Unit Occupant(s): LAURA DESIMONE

Unit Number 1827-3, Unit Occupant(s): MATTHEW CLOUSER

Unit Number 1825-2, Unit Occupant(s): CELINE COBURN

1826-1 JENNIFER HOYT

3. That the Board hereby finds there is a relationship between their respective disabilities and their requested accommodation, being the request to allow said occupants to keep a cat within their unit to afford them an equal opportunity to use and enjoyment of their dwelling in the same manner as a non-handicapped person.

4. That the Board will enforce, and the occupants shall comply with, all other provisions of the Declaration of Condominium, including Article 10, Sections 10.2 and 10.3 thereof, is in force and effect, with respect to these pets.

5. That The accommodation to the no-pet policy afforded these owners is only permitted so long as the referenced individuals are in occupancy and have the handicap. At such time that said individuals are no longer in occupancy, or at such time as the handicap is no longer applicable to the particular individual(s), then the accommodation provided, shall no longer be in force and effect for that unit.

IN WITNESS WHEREOF, the Board of Directors has adopted this Resolution on this 10 day of Feb, 2004.

EASTWOOD PINES ASSOCIATION, INC.

By: Charles Phillips
Signature
CHARLES PHILLIPS PRESIDENT
Printed Name and Title
P. Walter A. Adam V.P.
F. M. Mair DR.
Carol A. Ross Secy Treas.



EASTWOOD PINES CONDOMINIUM ASSOCIATION, INC.

Clearwater, Florida

PARKING RULES AND REGULATIONS

1. A maximum of **two (2) vehicles** per unit will be allowed; one in the open garage, and one in front of the open garage. Any vehicle parked so that it extends into the main driveway is in violation. The extra space provided in the center of the building (in front of the laundry room) is for the exclusive use of the residents of that building **ONLY**, and is **NOT** to be used for vehicle storage. **There is no overnight parking in this extra space.** All vehicles parked in the open garage and/or in front of the open garage must be functional at all times.
2. No unit owner or tenant shall park BOATS, TRAILERS, CAMPERS, TRUCKS, and COMMERCIAL (with advertising lettering or obviously visible equipment) VEHICLES on the Condominium property. No disabled (inoperative) or unlicensed vehicles shall remain within the Condominium property for more than forty-eight (48) hours.
3. No vehicle (s) belonging to an Owner, tenant, family member, or guest, shall be parked in the driveways or any place where it will prevent ready access to another unit or open garage. The owner will be responsible for all violations.
4. There will be NO PARKING on the grass or between buildings. This is to protect the sprinkler system and landscaping. Any damage to same will be Owner's responsibility.
5. **"GUESTS PARKING AREA"** While on the property, Guests may only park in the designated **GUEST PARKING.** Owners or renters who have guests with cars parked in this area for more than forty-eight (48) hours must have the approval of the Board of Directors. Guest parking will be monitored at all times by recording license numbers. Owners or Tenants parked in this area are in violation and subject to towing.
6. Tow away signs will be placed at the East Entrance Driveway and West Entrance Driveway and Pool Area indicating that all unauthorized vehicles will be towed away **AT OWNERS EXPENSE.** When violations are found we will place a warning notice requesting that the violation be corrected within twenty-four (24) hours or the vehicle will be towed. Repeat offenders of parking violations will be towed with only eight (8) hours notice.

7. **ABSOLUTELY** no repair, mechanical or otherwise, or maintenance of vehicles (auto, motorcycles, mopeds, and recreational equipment) is permitted in the parking areas. Minor repairs of a quiet nature can be made IN THE OPEN GARAGE keeping the floor clean of all grease and oil.
8. No Owner or Tenant shall use, or permit to be brought into the Condominium units any inflammable oils or fluids, such as gasoline, kerosene, naphtha, benzene or any explosives or materials deemed hazardous to life, limb, or property.
9. The Owner or Tenant shall not permit the blowing of any horn or loud music from any vehicle approaching, leaving, or while on the Condominium Property.
- 10 **All occupants of Eastwood Pines are either a unit owner, tenant, or guest approved by the Board of Directors using the proper application, application fee and/or interview must approve all occupants. All occupants not approved will be considered as unauthorized occupants and will be subject to have their vehicles towed away.**

The above stated Rules and Regulations have been adopted in accordance to the Documents of Eastwood Pines Condominium Association, Inc. and under the terms of the Florida Condominium Act, and may be enforced in Florida courts.

Charles R. Telford
President

3/9/03
Date

William T. Dupuch
Secretary

3/9/2003
Date



01 RECORDING
 REC. 7050
 DS _____
 INT _____
 FEES _____
 MTF _____
 TAX _____
 INV _____
 C.S.P. _____
 TOTAL 7050

89060833

OR 6954PG1132

AMENDMENT NO. SIX
 TO
 DECLARATION OF CONDOMINIUM
 OF
 EASTWOOD PINES TOWNEHOMES, PHASE I
 A CONDOMINIUM

BE IT RESOLVED that the Declaration of Condominium of Eastwood Pines Townehomes, Phase I, a Condominium located in Pinellas County, Florida, as originally recorded in O.R. Book 4095, Page 565, et seq. Public Records of Pinellas County, Florida, as previously amended, is hereby further amended as follows:

1. Article 10.5, Sale shall be amended by the addition of the following paragraph:

Units shall be used and occupied only for single family residential purposes. The term "single family" shall be deemed to mean two (2) or more persons related by marriage or consanguinity, or nor more than two (2) persons who are unrelated subject to the following maximum occupants per unit:

Type of Unit	Maximum Occupants	14073032 GEN 03-13-89	13:32:40
Two Bedroom Units:	four (4) persons	RECORDING	1 \$10.50
Three Bedroom Units:	six (6) persons	TOTAL:	\$10.50
		CHECK AMT. TENDERED:	\$10.50
		FINANCE:	\$0.00

2. Article 10.6, Leasing as previously amended, shall be further amended by the addition of the following provision:

Units shall be used and occupied only for single family residential purposes. The term "single family" shall be deemed to mean two (2) or more persons related by marriage or consanguinity, or nor more than two (2) persons who are unrelated subject to the following maximum occupants per unit:

Type of Unit	Maximum Occupants
Two Bedroom Units:	four (4) persons
Three Bedroom Units:	six (6) persons

3. Article 10.6, Leasing, as previously amended, shall be further amended as follows:

In the event that ~~thirty percent (30%)~~ twenty percent (20%) of all units located within and being a part of the Eastwood Pines Townehomes shall be leased at any time, then there shall be no further leasing of condominium units by any unit owner which shall cause or result in the total number of units leased to exceed ~~thirty percent (30%)~~ twenty percent (20%) of the total number.

IN WITNESS WHEREOF, this instrument is executed this 22nd day of February, 1989 by a duly authorized officer of the Board of Directors of Eastwood Pines Townehomes Association, Inc., A condominium.

EASTWOOD PINES TOWNEHOMES
 ASSOCIATION, INC.

Diggy Weldon
 BY: _____

AS: General Manager / Board of Directors

ATTESTATION AND ACKNOWLEDGEMENT CONTINUED ON NEXT PAGE

Prepared by DAVID A. BACON ESA
 & Return to BACON BACON, HARRINGTON, FL
JOHNSON & GOODMAN, PA
POST OFFICE BOX 13570
ST. PETERSBURG, FL 33733

BACON + BACON
P.O. Box 13570
ST. PETERSBURG FLA.
33733

Condominium Plat pertaining hereto are recorded in Condominium Plat Book 15 Pages 16 thru 20.

MARILENE F. DE BLAS
 CLERK OF CIRCUIT COURT
 PINELLAS COUNTY, FL
 9 MAR 13 PM 1:00

ATTEST:

Francis A. Green
Secretary

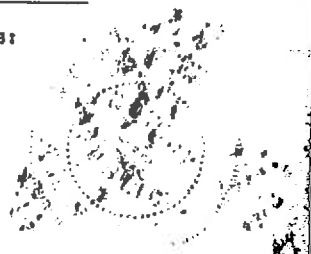
STATE OF FLORIDA
COUNTY OF PINELLAS

Before me personally appeared PEGGY WELDON and FRANK GREEN, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as GENERAL MANAGER/DIRECTOR and Secretary of said corporation and severally acknowledged to and before me that they executed such instrument as such NATIONAL BOARD MANAGER + OF DIRECTOR and Secretary, respectively of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal and that it was affixed by due and regular corporate authority and that said instrument is the free act and deed of said corporation.

Witness my hand and official seal this 22 day of February, 1989.

Dean McConville
NOTARY PUBLIC
My Commission Expires:

eastwood.res
dlj.021889



7

5



Richard J. Little
CLERK OF CIRCUIT COURT

85049028

O. R. 5947 PAGE 1413

Mar 11 5 03 PM '85

AMENDMENT NO. 5

TO
DECLARATION OF CONDOMINIUM
OF

EASTWOOD PINES TOWNEHOMES, PHASE I, A CONDOMINIUM,
Pinellas County, Florida
Recorded in O. R. Book 4095, page 565, et seq.
Public Records of Pinellas County, Florida

40 Rec 7.00
41 DS
43 Int 9.00
Tot

ORIGINAL CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 15 PAGE 89-91

In accordance with the Declaration of Condominium of EASTWOOD PINES TOWNEHOMES, PHASE I, A CONDOMINIUM, Pinellas County, Florida, recorded in the Public Records of Pinellas County, Florida, in Official Records Book 4095, pages 565, et seq., and specifically in accordance with the provisions set forth therein and in the By-Laws of Eastwood Pines Townhomes Association, Inc., said Declaration is herewith and hereby amended by this Amendment No. 5, as follows:

1. 11HC85
9.00
9.00 CHZ

I. AMENDMENT OF ARTICLE 10.6, DECLARATION OF CONDOMINIUM:

Article 10.6, of the Declaration of Condominium of Eastwood Pines Townhomes, Phase I, is hereby amended by the addition of the following provisions:

"In the event that thirty (30%) percent of all units located within and being a part of EASTWOOD PINES TOWNEHOMES shall be leased at any time, then there shall be no further leasing of condominium units by any unit owner which shall cause or result in the total number of units leased to exceed thirty (30%) percent of the total number."

"All prospective tenants must be first approved by the Board of Directors of the Association. All prospective tenants shall submit an application for approval to the Board of Directors and shall therewith pay to the Association a non-refundable application fee of \$35.00. Such application fee shall be due and payable by the unit owner and the prospective tenant, jointly to the condominium association. There shall be no approval of any prospective tenant by the condominium association until such application fee shall have been paid."

II. AMENDMENT OF ARTICLE 10, DECLARATION OF CONDOMINIUM:

Article 10, of the Declaration of Condominium of Eastwood Pines Townhomes, Phase I, is hereby amended by the addition of the following Article 10.9 Penalty for Violation:

"Article 10.9 Penalty for Violation: The condominium association, by and through its Board of Directors, shall have the right, power and authority to impose and assess a fine upon any unit owner in the amount of \$25.00 for each violation of any rule or regulation of the Association or any term or provision of the Declaration of Condominium and all of its exhibits by the unit owner, his tenants, guests, or invitees. The penalty herein described is not exclusive and shall be in addition to all other rights and remedies of the condominium association to enforce its rules, regulations and the provisions of the Declaration of Condominium and its exhibits."

CERTIFICATE CERTIFYING THE AFORESAID AMENDMENT NO. 5
WAS DULY ADOPTED

The undersigned officers of the undersigned ASSOCIATION, being EASTWOOD PINES TOWNEHOMES ASSOCIATION, INC., a non-profit corporation, certify that the aforesaid Amendment No. 5

Ret. David Bacon
2459 Just Ave. No.
St. Petersburg, Fla. 33713

was duly adopted by Resolution approved by not less than the majority of the Board of Directors on the 10th day of December, 1984, and proposed by them to the members of the Association, who affirmatively approved the resolution adopting the Amendment, by vote of not less than fifty (50%) percent of the members entitled to vote, at a meeting of the members of the Association held on the 12th day of February, 1985, and certify that all the requirements of the Declaration of Condominium, Articles of Association and By-Laws have been met and complied with in the adopting of the aforesaid Amendment No. 5.

IN WITNESS WHEREOF, the undersigned officers of EASTWOOD PINES TOWNEHOMES ASSOCIATION, INC., a non-profit corporation, being all of the officers of said ASSOCIATION, have hereunto set their hands and seals as and for the ASSOCIATION being the President, and Secretary, this ___ day of February, 1985.

Witnesses: EASTWOOD PINES TOWNEHOMES ASSOCIATION, INC.

Donald R. Mc Lennick
Joseph P. Weldon

John C. ... (SEAL)
President
Joseph Cherry (SEAL)
Secretary

State of Florida)
)SS:
County of Pinellas)

and Joseph Cherry Before me personally appeared John C. ... to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named EASTWOOD PINES TOWNEHOMES ASSOCIATION, INC., a non-profit corporation, and severally acknowledged to and before me that they executed such instrument as such officers, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

March 05 Witness my hand and official seal this 05 day of February, 1985.

Dean Mc Lennick
NOTARY PUBLIC
My Commission expires: _____

THIS INSTRUMENT PREPARED BY AND RETURN TO:
DAVID A. BACON
BACON & BACON, P.A.
2959 First Avenue North
St. Petersburg, FL 33713

Notary Public, State of Florida at Large
My Commission Expires Oct. 18, 1988



CLERK CIRCUIT COURT
JUN 14 11 32 AM '83

83111904

AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF

EASTWOOD PINES TOWNEHOMES, PHASE I, A CONDOMINIUM
Recorded in O. R. Book 4095, Page 565 et seq., as amended
in O. R. Book 4546, Page 1544 et seq.,
Public Records of Pinellas County, Florida

In accordance with the provisions of the Declaration of Condominium of EASTWOOD PINES TOWNEHOMES, PHASE I, a Condominium, as recorded in the Public Records of Pinellas County, Florida in Official Records Book 4095, Page 565 et seq., as amended in Official Records Book 4546, Page 1544 et seq., and specifically in accordance with the provisions set forth therein and under and pursuant to the By-Laws of EASTWOOD PINES TOWNEHOMES ASSOCIATION, INC. and the laws of the State of Florida, said Declaration of Condominium is herewith and hereby amended by this Amendment, as follows:

1. Article 10, Paragraph 10.6, as recorded in O. R. Book 4095, Page 580, Public Records of Pinellas County, Florida, is hereby specifically amended and modified in its entirety, to provide as follows:

24 24441696 74 0001 14JUN83
40 9.00
9.00 CK

10.6 Leasing.

Only entire townhome units may be leased. In the event of unit leasing, occupancy may only be by the lessee, family of lessee and guests. Any lease shall be subject to all covenants, conditions, restrictions, limitations, rules and regulations contained in the Declaration of Condominium and the By-Laws of the Association and separate rules and regulations of the Association. All leases must have a term of not less than one (1) year, and no transient tenants may be accommodated.

CERTIFICATE OF ADOPTION OF
THE AFORESAID AMENDMENT

The undersigned officers of EASTWOOD PINES TOWNEHOMES ASSOCIATION, INC., a non-profit corporation existing under the laws of the State of Florida, hereby certify that the foregoing Amendment to Declaration of Condominium of EASTWOOD PINES TOWNEHOMES ASSOCIATION, PHASE I, and the By-Laws of EASTWOOD PINES TOWNEHOMES ASSOCIATION, INC. was duly adopted by resolution approved by not less than the majority of the Board of Directors of the 12th day of February, 1980, by vote of not less than sixty-six and two-thirds (66 2/3) percent of the members entitled to vote, at a meeting of the Association held on the 12th day of February, 1980, and it is certified that all the requirements of the Declaration of Condominium, Articles of Association and By-Laws have been met and complied with in the adoption of the aforesaid Amendment.

THIS INSTRUMENT PREPARED BY & RETURN TO:
DAVID A. BACON, ESQUIRE
BACON & BACON, P. A.
2959 First Avenue North
Post Office Box 13576
St. Petersburg, FL 33733-3576

RETURN TO:

Condominium Plat Book pertaining hereto is recorded in Condominium Plat Book 15 Pages 16-20.

IN WITNESS WHEREOF, the undersigned officers of EASTWOOD PINES TOWNHOMES ASSOCIATION, INC. a non-profit corporation, being all of the officers of said Association, have hereunto set their hands and seals as and for the Association this 14th day of March, 1983.

Witnesses:

Donna A. S. L.
Peggy P. Weldon
Donna A. S. L.
Peggy P. Weldon
Donna A. S. L.
Peggy P. Weldon
Donna A. S. L.
Peggy P. Weldon

EASTWOOD PINES TOWNHOMES ASSOCIATION, INC.

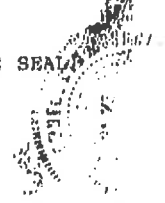
By: William M. Cochrane
President

By: Dale M. Smith
Vice President

By: Joyce Cherry
Secretary

By: Charles N. Godwin
Treasurer

(CORPORATE SEAL)



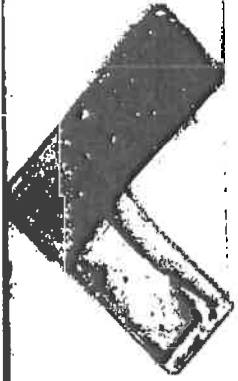
STATE OF FLORIDA)
COUNTY OF PINELLAS)

Before me, personally appeared, WILLIAM M. COCHRANE, President, DALE M. SMITH, Vice President, JOYCE CHERRY, Secretary, and CHARLES N. GODWIN, Treasurer, to me well known to be the individuals described in and who executed the foregoing instrument as President, Vice President, Secretary, and Treasurer, respectively, of the above named EASTWOOD PINES TOWNHOMES ASSOCIATION, INC., a non-profit corporation, and severally acknowledged to and before me that they executed such instrument as such officers, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporation seal of said corporation and that is was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 14th day of March, 1983.

My commission expires:
Notary Public, Florida, State at Large
My Commission Expires Oct 28, 1985
Bonded thru Jedic Insurance Agency

Lois Marie Hoff
NOTARY PUBLIC



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8





Eastwood Pines

ASSOCIATION, INC.
BOUGH AVENUE
CLEARWATER, FLORIDA 33520

RULES AND REGULATIONS

September 28, 1982

APARTMENT:

1. Each of the apartments shall be used and occupied as a residence only and for no other purpose. Any owner using unit for rental purposes shall complete a form provided by the Association and this form must be completed and returned to a Board Member before rental occupancy.
2. No apartment shall at any time be used as a residence for more than four (4) persons.
3. Any guest in any apartment shall be limited to a maximum stay of four (4) weeks in any calendar year.
4. All occupants shall maintain their apartments in good condition and repair, including all areas, fixtures, and equipment for which the owner has the responsibility of maintenance.
5. All parts of the condominium property shall be kept in clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist.
6. Any damage costs to common elements, whether willful or accidental, by unit owner, renters, or visitors to be assumed by owners of unit. This applies to all owners of the 68 units.

RENTALS & REALES

A Filing charge of \$50.00 for rental units plus a copy of lease is required, two weeks prior to occupancy.
Resale information must be received by the Association two weeks previous to possession along with a \$25.00 resale fee.

COMMON AREAS:

7. Any change to the carport or other common areas must be preceeded by a written request and written permission from the Board of Directors. Any proposed change shall conform to the color and design of the building and must be completed within 5 days.
8. All property of the occupants shall be kept within the apartment or within the storage space assigned to the apartment.
9. Grills and picnic accessories will not be left outside more than 24 hours after use.
10. No permanent electrical or water hookups are permitted to house facilities.
11. No bicycles or other toys will be left on common areas overnight.
12. Articles of clothing, towels, or rags are not to be displayed in the covered parking areas, railings, or any where in public view.
13. Cat litter boxes are not permitted outside of the units in the covered parking areas, or else where.

14. All garbage should be wrapped and large boxes broken down before placing in the dumpster.
15. All dogs, when not inside the apartment, shall be on leashes and shall be attended by a responsible party. (Governed by the Pinellas County Leash Law)
16. Dogs and other domestic animals shall not be tied up and left unattended on any of the common areas.
17. Any excrement deposited by a dog on the common elements shall be removed by the attendant of the dog and disposed of in the rubbish units provided by the Association. A fine of \$10.00 will be imposed each time if this rule is not adhered to; also a \$10.00 fine for breaking any of the existing animal rules per time.
18. No new domestic animals are to be accepted in the future by owner or renter and no replacement when present animal expires.

SWIMMING POOL:

19. No one shall swim in the pool between 11 P.M. and 7 A.M. unless accompanied by a second person in the pool area.
20. No styrofoam toys are allowed in the pool area.
21. No one shall use the pool for a party unless a written request is given to the Board seven days before the event.
22. No drinking glasses or glass containers are permitted in the pool area.
23. No pets allowed within the pool enclosure.
24. Cut-off shorts are not permitted in the pool.
25. No children under sixteen years of age allowed in pool without a resident adult.

VEHICLES:

26. The maximum speed limit in the complex is 15 mph.
27. No major overhauls of any vehicle permitted (tune ups and minor repairs are permissible if completed in less than 4 hours).
28. No parking on any grass area.
29. No trucks shall be allowed within the complex except vans, pickup trucks and trucks making deliveries.
30. Guests are to use guest parking lots.
31. Bots and trailers are not allowed in the complex.
32. No vehicle shall be parked in such a manner as to impede or prevent ready access to the parking space or apartment of another occupant, laundry rooms, or other common elements.
33. Vehicles without current license plates are not permitted anywhere in the complex.
34. Violators will be fined \$10.00 each offense for the above "vehicle Rules" to be added to monthly maintenance fee until paid.

John B. Coyle
Joanne L. Thomas

THIS DOCUMENT OR A PORTION OF
 THIS DOCUMENT IS OF NOOR QUALITY
 AND MAY BE ELIGIBLE.

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40 Rec 17.00
 41 Dis
 43 Int
 Tot 17.00

83070450

Co. R. 5509 PAGE 1631

CERTIFICATE OF AMENDMENT TO DECLARATION OF
 CONDOMINIUM OWNERSHIP OF EASTWOOD PINES - PHASE I, A CONDOMINIUM

THIS IS TO CERTIFY THAT:

1. Attached hereto is a certified copy of a Resolution amending the Declaration of Condominium of EASTWOOD PINES - PHASE I, A CONDOMINIUM, (N/K/A EASTWOOD PINES ASSOCIATION, INC.), as recorded in Official Record Book 4066, page 1720 et seq, of the Public Records of Pinellas County, Florida, and amended by Certificates of Amendment recorded May 12, 1977, in Official Record Book 4546, page 1550 et seq., and May 18, 1979 in Official Record Book 4855, page 2159, et seq, of the Public Records of Pinellas County, Florida, which Resolution was proposed by the Board of Directors of Eastwood Pinellas Association, Inc., a Florida corporation not for profit, and was duly adopted by not less than 66-2/3% of the entire membership of the Board of Directors of said corporation, and which Resolution was adopted by not less than 66-2/3% of the votes of the entire membership of the Association at a meeting of the members duly held on February 20, 1982, in accordance with the requirements of the Declaration of Condominium Ownership and the By-Laws of said corporation.

2. The adoption of said Resolution appears upon the Minutes of the above mentioned meeting and is unrevoked.

3. Notice of the subject matter of the said Resolution and the time and place of the above mentioned meeting was duly given in accordance with the requirements of the Declaration of Condominium and the By-Laws of said corporation.

IN WITNESS WHEREOF, Eastwood Pines Association, Inc. has caused these presents to be executed by its President, attested by its Secretary and its corporate seal affixed on this the 28 day of March, 1983.

EASTWOOD PINES ASSOCIATION, INC.

By: John B. Coyle
 John B. Coyle, President

Attest: Kathy Brand
 Secretary

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			0	17.00 CA

Kathleen D. DeBlasio
 CLERK CIRCUIT COURT

(corporate seal)

APR 18 2 44 PM '83

STATE OF FLORIDA
 COUNTY OF PINELLAS

Before me personally appeared JOHN B. COYLE and Kathy Brand to me well known and known to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named EASTWOOD PINES ASSOCIATION, INC., a Corporation and acknowledged to and before me that they executed such instrument as President and Secretary, respectively, of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 28th day of March, 1983.

Elizabeth J. Coyle
 Notary Public
 My Commission expires

RETURN TO:
Alma G. Boney
2308 1st St.
Tampa, Fla.

Notary Public, State of Florida at Tampa
 My Commission Expires April 10, 1985.

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 15, PAGES 16 THROUGH 20.

RESOLUTION AMENDING DECLARATION OF CONDOMINIUM OF
EASTWOOD PINES - PHASE I, A CONDOMINIUM

BE IT RESOLVED that the Declaration of Condominium of Pinellas Pines - Phase I, a Condominium, dated July 25, 1973 and recorded in Official Record Book 4066, page 1720 et seq., as Clerk's Instrument No. 73112351 of the Public Records of Pinellas County, Florida, as amended by Certificate of Amendment recorded May 12, 1977 in Official Record Book 4546, page 1550 et seq., as Clerk's Instrument No. 77074490, of the Public Records of Pinellas County, Florida, to change the name of the condominium to EASTWOOD PINES - PHASE I, A CONDOMINIUM, and as amended by Certificate of Amendment recorded May 18, 1979 in Official Record Book 4855, page 2159 et seq., as Clerk's Instrument No. 79081162, of the Public Records of Pinellas County, Florida, is hereby further amended as follows:

1. Paragraph 10 is hereby amended to include the attached Rules and Regulations pertaining to the use of vehicles on condominium property and the same is hereby incorporated as sub-paragraph 10.9 of paragraph 10.
2. Sub-paragraph 10.1 is amended to include incorporation of the attached Rules and Regulations pertaining to apartments.
3. Sub-paragraph 10.2 is amended in include incorporation of the attached Rules and Regulations pertaining to the common areas.
4. Sub-paragraph 10.2 is further amended to include incorporation of the attached Rules and Regulations pertaining to the use of the swimmin pool, and the same is hereby defined as section (a) to sub-paragraph 10.2.

In all other respects, the Declaration of Condominium as heretofore set forth and recorded and/or amended in the Public Records of Pinellas County, Florida, is upheld and in full force and effect and hereby further ratified and confirmed.

The foregoing Resolution was duly adopted by the Board of Directors and the members of EASTWOOD PINES ASSOCIATION, INC. on the 20th day of February, 1982.

EASTWOOD PINES ASSOCIATION, INC.

By: John W. Coyle
President

Attest: Henry Brandt
Secretary

Notary Public, State of Florida at Large.
My Commission Expires April 10, 1986.

*Acknowledged and
witnessed on this
28th day of March
1982
Elizabeth J. Conner*



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7



79051162

0'4855 118 2159

CERTIFICATE OF AMENDMENT TO DECLARATION OF
CONDOMINIUM OWNERSHIP OF EASTWOOD PINES - PHASE I, A CONDOMINIUM

THIS IS TO CERTIFY THAT:

1. Attached hereto is a certified copy of a Resolution amending the Declaration of Condominium of EASTWOOD PINES - PHASE I, A CONDOMINIUM as recorded in Official Record Book 4066, page 1720 et seq, of the Public Records of Pinellas County, Florida, and amended by Certificate of Amendment recorded May 12, 1977, in Official Record Book 4546, page 1550, of the Public Records of Pinellas County, Florida, which Resolution was proposed by the Board of Directors of Eastwood Pines Association, Inc., a Florida corporation not for profit, and was duly adopted by not less than 66-2/3% of the entire membership of the Board of Directors of said corporation at a meeting of the Board duly held on March 21, 1979, and which Resolution was adopted by not less than 66-2/3% of the votes of the entire membership of the Association at a meeting of the members duly held on March 21, 1979, in accordance with the requirements of the Declaration of Condominium Ownership and the By-Laws of said corporation.

CONDOMINIUM FLAT BOOK PERTAINING HERETO WAS FILED IN CONDOMINIUM FLAT BOOK 15 PG 16-20

2. The adoption of said Resolution appears upon the Minutes of the above mentioned meetings and is unrevoked.

3. Notice of the subject matter of the said Resolution and the time and place of the above mentioned meetings was duly given in accordance with the requirements of the Declaration of Condominium and the By-Laws of said corporation.

IN WITNESS WHEREOF, Eastwood Pines Association, Inc. has caused these presents to be executed by its President, attested by its Secretary and its corporate seal affixed on this the 16 day of May

1979. 40 Pgs 19.00
 41 S
 42 Sur
 43 Int
 Tol 19.00

May 18 12 27 PM '79

EASTWOOD PINES ASSOCIATION, INC.

By: John C. Coyle
President

Attest: Carole J. Anderson
Secretary

(corporate seal)

John Coyle
1823 Bough Ave
Unit 3
Clearwater, FL 33520

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this
16th day of May, 1979, by John B. Boyle
and Penelope J. Lindenman as President and Secretary respectively
of EASTWOOD PINES ASSOCIATION, INC., a Florida corporation, on behalf
of the corporation.

Rella M. Taylor
Notary Public

My Commission Expires:

.....

RESOLUTION AMENDING
DECLARATION OF CONDOMINIUM
OF EASTWOOD PINES - PHASE I, A CONDOMINIUM

BE IT RESOLVED that the Declaration of Condominium of Pinellas Pines - Phase I, A Condominium, dated July 25, 1973 and recorded in Official Record Book 4066, Page 1720, of the Public Records of Pinellas County, Florida, as amended by Certificate of Amendment recorded May 12, 1977 in Official Record Book 4546, Page 1550, of the Public Records of Pinellas County, Florida, to change the name of the Condominium to EASTWOOD PINES - PHASE I, A CONDOMINIUM be and the same is hereby amended by deleting therefrom paragraph 10 and sub-paragraphs 10.1 through 10.3, inclusive, and substituting in lieu thereof the following provisions:

10. USE-RESTRICTIONS. The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the apartment buildings in useful condition exist upon the land. Each owner, lessee, licensee, and guest of any unit in the condominium parcel, hereinafter referred to as "occupants", shall be governed by the following provisions in addition to all other obligations and duties set forth in the Declaration of Condominium, the By-Laws and Articles of Incorporation of the Association, and Rules and Regulations promulgated by the Association, as the same may be from time to time amended.

10.1 APARTMENTS. Each of the apartments shall be used and occupied as a residence only and for no other purpose. No apartment shall at any time be used or occupied as a residence for more than four (4) persons. Any guest in any apartment shall be limited to a maximum stay of four (4) weeks in any calendar year.

All occupants shall maintain their apartments in good condition and repair, including all areas, fixtures and equipment for which the owner has the responsibility of maintenance under this Declaration.

No occupant shall paint, stain or otherwise decorate or alter any exterior portion of the apartment buildings, including exterior doors or make any additions, such as screen doors, lighting fixtures, gutters or any other item whatsoever, and no alterations may be made of any interior boundary wall without the prior written approval of the Association. No enclosure, patio, storage buildings or other structures may be installed or constructed by an occupant on any portion of the condominium property.

10.2 COMMON ELEMENTS. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments by the occupants.

Occupants shall park their vehicles only in the spaces assigned to them by the Association for use in connection with their apartment units. No vehicle shall be parked in such manner as to impede or prevent ready access to the parking space or apartment of another occupant, laundry rooms or any other common elements. No apartment owner shall permit his guests, tenants, licensees or invitees to use a parking space assigned to another apartment owner.

All vehicles shall be parked only in the areas provided for parking purposes. Parking spaces for guest shall not be used for the storage of boats, trailers, recreational vehicles, inoperative vehicles, vehicles without current license tags and inspection stickers, if such stickers are required by law, or for any other purpose than the parking of automobiles of guests. If any vehicle or item is parked or stored on the condominium property in violation of the provisions hereof, and such violation shall continue after 24 hours notice from the Association demanding removal of the vehicle or item, then such vehicle or item may be removed, at the expense of the owner thereof, by the Association. The notice by the Association shall be delivered to the owner of the vehicle or item, if known, or if the owner is unknown, then the notice shall be posted on the vehicle or item.

No owner shall assign or transfer his assigned parking space except in connection with the sale of his apartment unit nor lease such space except with the prior written consent of the Association.

All property of the occupants shall be kept within the apartment or within the storage space assigned to the apartment, and no occupant shall keep, place or store any article on the common elements, including, without limitation, the landscaped areas, walkways and stairways. Occupants may, however, make additional plantings within the landscaped areas, provided that such plantings shall be made only with the prior consent of the Association and provided further that the Association shall have no responsibility for the maintenance of or the damage to such plantings. All such additional plantings shall become a part of the common elements and shall not be removed by the occupant without the prior consent of the Association.

10.3 NUISANCES. No nuisances shall be allowed upon the condominium property, nor any use or practice that is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its occupants. All parts of the condominium property shall be kept in clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements that will increase the cost of insurance upon the condominium property.

All dogs, when not inside the apartments, shall be on leashes and shall be attended by a responsible party. No dogs or other domestic animals shall at any time be tied up and left unattended on any of the common elements. Any excrement deposited by a dog on the common elements shall be removed by the attendant of that dog and disposed of in the rubbish units provided by the Association. If any occupant shall violate any of these provisions, then the Association shall have the right to require that occupant to remove the dog or other domestic animal permanently from the condominium property.

10.31 VIOLATIONS. If any occupants shall violate any of the provisions of this Declaration, then the Association, in addition to any other remedies provided herein, shall have available to it all other remedies provided under the Condominium Act and the general laws of the State of Florida, including, without limitation, the right to an injunction requiring or prohibiting any act to be done by an occupant. All costs incurred by the Association in enforcing the provisions of this Declaration or the Rules and Regulations promulgated by the Association shall be assessed against the occupant violating such provisions, rules or regulations, and shall constitute a lien against the apartment of that occupant in the same manner as assessments for common expenses.

and the Declaration of Condominium is further amended by deleting the references to Palm Beach County, Florida contained in paragraphs 10.5, 12.4 and 13.3, and substituting Pinellas County, Florida in lieu thereof.

The foregoing Resolution was duly adopted by the Board of Directors and by the members of Eastwood Pines Association, Inc. on the 21 day of March, 1979.

John B. Doyle Karla J. Sorenson
President Secretary

The undersigned, as Secretary of Eastwood Pines Association, Inc., hereby certifies that the foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of said corporation and by the members of said corporation, on March 21, 1979.

Karla J. Sorenson
Secretary



for ROA

DECLARATION OF EASEMENT FOR ACCESS, INGRESS AND EGRESS
TO SANITARY SEWER, LIFT STATION AND FORCEMAIN

KNOW ALL MEN BY THESE PRESENTS, that,

WHEREAS, McKeon Construction, a California corporation, hereinafter referred to as "GRANTOR", is the fee simple owner of certain land lying and being in Pinellas County, Florida, the same being described in Exhibit "A" attached hereto, and made a part hereof; and

WHEREAS, it is the desire of the GRANTOR to provide use, access, ingress and egress for maintenance, repairs and replacements of the sanitary sewer system that services Eastwood Pines Townhomes - Phase One, a Condominium, originally recorded as the Pinellas Pines Townhomes - Phase One, a Condominium, recorded in O. R. Book 4095, Page 565 of the Public Records of Pinellas County, Florida, on October 25, 1973, and thereafter amended at O. R. Book 4546, Page 1544 of the Public Records of Pinellas County, Florida, on May 12, 1977, and Eastwood Pines - Phase One, a Condominium, originally recorded as Pinellas Pines - Phase One, a Condominium, in O. R. Book 4066, Page 1720, and thereafter amended at O.R. Book 4546, Page 1550, of the Public Records of Pinellas County, Florida, and

WHEREAS, GRANTOR desires to grant such easements to Eastwood Pines Townhomes Association, Inc., a Florida corporation not for profit and Eastwood Pines Association, Inc., a Florida corporation not for profit, jointly, hereinafter to be known jointly and collectively as well as individually as "GRANTEE", their successors in interests and assigns, which GRANTEES are the condominium associations that are operating adjoining properties; and

NOW, THEREFORE, for and in consideration of Ten and 00/100 (\$10.00) Dollars and other good and valuable considerations and the mutual covenants and promises established herein, the receipt and sufficiency of which is hereby acknowledged by the parties, the GRANTOR hereby establishes, creates, gives and grants unto the GRANTEE a nonexclusive, perpetual easement in common with the GRANTOR, their successors in interest and assigns for purposes of ingress, egress and access for maintenance, repair and replacements and use of the sanitary sewer system located within the property described in Exhibit "B" attached hereto, together with the right of ingress and egress over and across such property, insofar as right of ingress and egress is necessary to the proper use of any right granted hereunder.

Such easement shall be nonexclusive and in common with the GRANTOR for the use, maintenance, repair and replacement of underground sewer pipes, lift station and facilities.

In the exercise of the easement, in the event of replacement or repair to the pipe, conduit or other facility installed in the easement, the GRANTEE, its successors or assigns, shall be obligated to pay for the cost of such repair, replacement or maintenance. The GRANTEE shall not be obligated or required to maintain, repair or improve the ground surface area comprising the sanitary sewer easement, except that the GRANTEE shall return the surface areas to their preexisting condition in the event of the necessity of doing repair, replacement or maintenance to the sanitary sewer system.

14. 14205080.72-0001. 30007
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13.85 CK

OCT 30 5 06 PM '78

CLERK CIRCUIT COURT
JUDICIAL CIRCUIT IN AND FOR FLORIDA
CLERK

RETURN TO: 3090 W. Bay Dr, Suite 415
Longo, FL 33510

Cash of Chg
100
30
55

8/11

78173107

O.R. 4768-PAGE 2106

40 Rec 19.00
 41 Int 30
 42 Sur 55
 43 Int 16.85
 Tot 16.85

DECLARATION OF EASEMENT FOR ACCESS
TO RECREATION AREA

14 10.25
 40 16.00
 41 30.55
 42 55.50
 43 16.85

KNOW ALL MEN BY THESE PRESENTS, that,

WHEREAS, MCKEON CONSTRUCTION, a California corporation, hereinafter referred to as "GRANTOR", is the fee simple owner of certain land lying and being in Pinellas County, Florida, and more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, GRANTOR desires to grant an Easement for Access to Eastwood Pines Townhomes Association, Inc., a Florida corporation not for profit and Eastwood Pines Association, Inc., a Florida corporation not for profit, jointly, and

WHEREAS, the Recreation Area is described on Exhibit "B" attached hereto and the Easement given and granted hereunder shall provide access to the members of such non-profit corporations herein described as "GRANTEE", the GRANTEE'S successors in interest and assigns,

NOW, THEREFORE, for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable considerations and the mutual covenants and promises established herein, the receipt and sufficiency of which is hereby acknowledged by the parties, the GRANTOR hereby establishes, creates, gives and grants unto the GRANTEE a nonexclusive, perpetual easement in common with the GRANTOR and their successors and assigns for purposes of ingress and egress over and across the GRANTOR'S lands for the purposes of access to the lands described in Exhibit "B" attached hereto, such easement being particularly described in Exhibit "C".

Such easement shall be nonexclusive and in common with the GRANTOR, its successors and assigns, for ingress and egress over and across the lands described in the easement for purposes of access to the lands described in Exhibit "B".

GRANTOR and GRANTEE covenant and agree that no improvement shall be placed upon the ground surface area in the easement, except for road or pathway and utilities. The easement shall be maintained prorata between the GRANTEE and the GRANTOR based upon the number of dwelling units of GRANTEE and GRANTOR. It is anticipated that the easement may be moved or realigned depending upon the GRANTORS, its successors in interest or assigns desire to modify the configuration of the placement of dwelling units or other improvements upon the lands. In the event of such realignment or modification of the easements, the same may be modified by GRANTOR, its successors in interest or assigns so long as the proper access, ingress and egress to the recreation lands is maintained in the GRANTEE.

The covenants and agreements to be kept, performed and observed hereunder and the easements, rights and privileges herein established, granted and created are intended to be and shall be construed as covenants running with the land (land is herein defined as that set forth on Exhibit "A"), and shall be binding upon and annure to the benefit of the GRANTOR, its successors and assigns and all subsequent owners and occupants of the land or any part thereof, and

Oct 30 5 06 PM '78

CLEARING COURT

10 Roger Janson
 3400 W. Bay Dr
 Largo, FL 33540
 Suite 415

SMIT

EXHIBIT "B"

EASTWOOD PINES
RECREATION AREA

O.R. 4768 PAGE 2109

Legal Description:

Commence at the Northeast corner of the Southeast quarter of Section 29, Township 29 South, Range 16 East, and run N. 88°45'11"W., a distance of 542.45 ft.; thence run S. 0°32'20"E. a distance of 415.75 ft. to a Point of Curvature; thence by a curve to the left, having a radius of 411.64 ft.; having a chord bearing of S. 12°51'13"E., a distance of 176.31 ft.; run an arc distance of 177.69 ft. to a point; thence run N. 87° 30'49"E., a distance of 27.44 ft.; thence run a curve to the left having a radius of 386.64 ft., having a chord bearing of S. 34°04'48"E., a distance of 97.41 ft.; run an arc distance of 97.96 ft. to a Point of Tangency; thence run S. 41°18'56"E., a distance of 482.50 ft. to a Point of Curvature; thence by a curve to the left having a radius of 204.00, having a chord bearing of S. 76°19'20.5"E., a distance of 234.06 ft., run an arc distance of 249.28 ft. to a Point of Reverse Curvature; thence by a curve to the right having a radius of 204.76 ft., having a chord bearing of N. 79°41'32"E., a distance of 78.29 ft., run an arc distance of 78.78 ft. to a Point of Tangency; thence run S. 89°17'11"E. a distance of 617.00 ft.; thence N. 0°42'49"E. a distance of 25.00 ft.; thence S. 89°17'11"E. a distance of 35.00 ft.; thence S. 64° 42'34"E., a distance of 200.47 ft. to the Point of Beginning; thence run S. 87°54'42"E., a distance of 138.08 ft.; thence run S. 45°23'48"E., a distance of 291.20 ft. to the South line of the Northwest quarter of the Southwest quarter of Section 28, Township 29 South, Range 16 East, thence along said South line N. 89°14'32"W., a distance of 347.90 ft.; thence N. 0°42' 49"E., a distance of 204.92 ft. to the Point of Beginning.

October 18, 1978



77074491

D.S. 4546 H: 1556

DEED RESTRICTIONS AND COVENANTS OF USE AGREEMENT

THIS Deed Restrictions and Covenants of Use Agreement is made between MCKEON CONSTRUCTION, a California corporation, authorized to do business in the State of Florida, hereinafter referred to as "DEVELOPER", for itself, its successors, grantees, and assigns, and EASTWOOD PINES TOWNHOMES ASSOCIATION, INC., and EASTWOOD PINES ASSOCIATION, INC., each being a Florida non-profit corporation, hereinafter referred to severally and collectively as "ASSOCIATION".

WHEREAS, the DEVELOPER is the owner of real property described in Exhibit "A" attached hereto and has developed two condominiums within the lands described in Exhibit "B" attached hereto, said condominiums being Eastwood Pines Townhomes, Phase I, a condominium, and Eastwood Pines - Phase 1, a condominium, and

WHEREAS, the DEVELOPER desires to construct tennis courts on the lands set forth in Exhibit "A" to be used by the ASSOCIATION and other entities as hereinafter set forth, and

WHEREAS, DEVELOPER and ASSOCIATION consider it necessary to establish certain covenants of use and deed restrictions which shall run with the land as set forth in Exhibit "A" with respect to such tennis courts, and to establish the ASSOCIATION as the entity responsible for the operation, management and control of the lands set forth in Exhibit "A".

NOW THEREFORE, in consideration of the conveyance of the lands to the ASSOCIATION, the mutual covenants and promises as herein contained and other good and valuable considerations, the ASSOCIATION covenants to perform all of the restrictions, covenants, and agreements as hereinafter set forth.

1 - DEFINITIONS.

The terms used in this Deed Restrictions and Covenants of Use Agreement and its Exhibits, shall be defined in accordance with the provisions as hereinafter set forth:

1.1 DEVELOPER means MCKEON CONSTRUCTION, a California corporation, its successors and assigns.

Mar 12 2 35 PM '77
CLERK OF DISTRICT COURT
JAMES H. JENKINS

PIONEER NATIONAL ASSURANCE CO.
ST. LOUIS, MO. 63101

The instrument prepared by
PIONEER NATIONAL ASSURANCE CO.
ST. LOUIS, MO. 63101

PIONEER NATIONAL ASSURANCE CO.

1.2 ASSOCIATION means Eastwood Pines Townhomes Association, Inc. and Eastwood Pines Association, Inc., each a Florida non-profit corporation, their successors or assigns.

1.3 TENNIS COURTS means the lands as set forth in Exhibit "A", including any easements granted upon the lands set forth in Exhibit "A" by this Agreement, or any other agreement, for ingress and egress.

1.4 COMMON EXPENSES shall include:

A. Expenses of administration and management incurred in the operation, management, and control of the TENNIS COURTS.

B. Expenses of maintenance, operation, repair or replacement of the TENNIS COURTS.

The cost of carrying out the powers and duties of the ASSOCIATION in the operation, management, control, maintenance, and repair or replacement of the TENNIS COURTS.

D. Any valid charge against the TENNIS COURTS and their improvements, including but not exclusive of, taxes, insurance, utilities, and other valid and appropriate charges.

1.5 UTILITY SERVICES shall include but not be limited to, electric power, gas, water, and sewage disposal, together with all other public service and convenience facilities required to service the TENNIS COURTS.

1.6 UNIT OWNER or owner of a unit means the owner of a condominium parcel within the condominiums established upon the lands set forth in Exhibit "B" or hereafter established on the lands of Exhibit "B", and shall also include the owner of any other parcel of land within the lands described in Exhibit "B", which parcel is used as a single-family residence.

2 - EXHIBITS.

Exhibits attached to this Agreement shall include the following:

2.1 'Exhibit "A"' The legal description of the real property owned by the ASSOCIATION through conveyance by the DEVELOPER, upon

C.S. 4546 P. 1558

which the TENNIS COURTS shall be constructed, including avenues for ingress and egress to the playing area.

2.2 (Exhibit "B") The legal description of all the lands owned by the DEVELOPER and UNIT OWNERS, including the lands managed by the ASSOCIATION and heretofore condominiumized into the condominiums known as Eastwood Pines Townhomes, Phase I, a condominium, and Eastwood Pines - Phase I, a condominium.

3 - COVENANTS AS TO USE.

The ASSOCIATION and the DEVELOPER hereby agree that the following uses, and no other uses shall be made of the TENNIS COURTS, to-wit:

3.1 TENNIS COURTS - The lands set forth in Exhibit "A" shall only be used as tennis courts and for no other purpose, except that certain portions of the lands shall be used for avenues of ingress and egress to the playing area from the public ways.

3.2 The ASSOCIATION shall impose rules and regulations regulating the use and enjoyment of the TENNIS COURTS and the maintenance of shrubbery, playing surfaces, improvements, facilities, and other amenities located thereon, from time to time in conformity with the foregoing purposes, and thereafter may modify, alter, amend, rescind, and augment any such rules and regulations.

3.3 Dispute as to use. In the event that there shall be any dispute as to whether any use henceforth complies with the foregoing restrictions encumbering the recreational lands, the matter shall be referred to the ASSOCIATION. A determination rendered by the ASSOCIATION shall be final and binding on all of the parties concerned herewith.

3.4 The TENNIS COURTS are not for the use and enjoyment of the public, but are for the use and enjoyment of UNIT OWNERS.

4 - APPORTIONMENT AND COLLECTION OF EXPENSES.

4.1 Apportionment. TENNIS COURT expenses shall be paid by the ASSOCIATION from assessments of the UNIT OWNERS of the ASSOCIATION and the UNIT OWNERS who are not members of the

ASSOCIATION but who are UNIT OWNERS within the lands set forth in Exhibit "B" and who have formally exercised their option to use the TENNIS COURTS. UNIT OWNERS within the lands set forth on Exhibit "B" shall have the absolute right, through their ASSOCIATIONS or other entities, to exercise the option to use the TENNIS COURTS under the terms and conditions of this Agreement. The procedure for exercise shall be as established by the ASSOCIATION. If a UNIT OWNER is a member of a condominium association, homeowners association or other entity governing, managing or otherwise exercising control or authority over the UNIT OWNERS' real property, then the exercise of the option to use the TENNIS COURTS by that body or entity shall bind all UNIT OWNERS within that entity or body to the obligation of payment of their fair share. Apportionment shall be in the following manner:

A. Each UNIT OWNER of each ASSOCIATION, entity, or governing body, including the UNIT OWNERS of the ASSOCIATION as defined herein, shall be obligated to pay an equal share of all of the common expenses. That is to say, in the event the ASSOCIATION, together with any other entity that has optioned to use the TENNIS COURTS has UNIT OWNERS totaling one hundred and eighty (180), then, each UNIT OWNER shall be obligated to pay one/one hundred and eightieth of the common expenses.

4.2 Payment and collection by ASSOCIATION of common expenses.

The ASSOCIATION shall be comprised of the Board of Directors of the ASSOCIATIONS of Eastwood Pines Townhomes Association, Inc. and Eastwood Pines Association, Inc., and said ASSOCIATIONS shall be responsible and shall have the authority to assess and collect the common expenses of the TENNIS COURTS. The manner and means of assessment and collection shall be as provided and promulgated by rules and procedures established by the ASSOCIATION for the assessment and collection of such common expenses. Any UNIT OWNER who is a member of an entity, association, or group which has exercised the option to use the TENNIS COURTS, shall be obligated to comply with the rules, procedures, and regulations established and set forth by the ASSOCIATION for the assessment and collection of common expenses.

4.3 Failure to pay. In the event for any reason an entity which has exercised the option to use the TENNIS COURTS fails to

P.L. 4546 1560

pay the full fair share of common expenses for all UNIT OWNERS within the entity, then such entity and all of its members and UNIT OWNERS shall be precluded from the use of the TENNIS COURTS and the ASSOCIATION may take an action at law or in equity to enforce collection of the sums due hereunder and to enforce the terms and provisions hereof.

4.4 Rights of Developer. In the event for any reason the ASSOCIATION shall fail to collect and pay over the common expenses and to otherwise maintain the TENNIS COURTS, the DEVELOPER may file an action at law or at equity to collect the sums due hereunder and to enforce the terms and provisions hereof and shall have in addition, the remedy to file a lien upon each unit for the payments of all sums of money due hereunder, which lien shall be subordinate to prior recorded institutional mortgages, which lien shall be effective only when filed, and which lien shall also secure attorney's fees and costs of collection.

The right of the ASSOCIATION and the DEVELOPER to enforce this Agreement and to collect the common expenses for the TENNIS COURTS shall include the right to assess attorney's fees and costs to enforce the terms and conditions of this Agreement.

5 - TENNIS COURT EXPENSES.

The following constitute TENNIS COURT expenses:

5.1 Taxes. The ASSOCIATION covenants and agrees that it will pay at least thirty (30) days prior to the date of the delinquency, all and any taxes levied or assessed at any and all times by any and all taxing authorities, including all taxes, charges, assessments, impositions, liens for public improvements, special charges and assessments, and in general, all taxes or tax liens which maybe assessed against the TENNIS COURTS and against any and all personal property which is now or may hereafter be placed thereon, including all interest, penalties, and other charges which may accrue thereon. In the event any of the said taxes or assessments are payable according to their terms and installments, then the ASSOCIATION shall have the right to pay the same as such installments fall due.

5.2 Utility charges. The ASSOCIATION agrees and covenants to pay all charges levied for utilities on the TENNIS COURTS, whether they are supplied by public or private firm, and to pay them monthly or as they become due. It is contemplated that this will include all charges for water, gas, electricity, telephone, sewer, and any other type of utility, or any other type of service charge.

5.3 Maintenance and repair of property. The ASSOCIATION shall as a common expense, keep and maintain the buildings, if any, tennis courts, patio areas, entrance ways, walkways, gardens, fixtures, and improvements which may at any time be situated on the TENNIS COURTS and the lands set forth on Exhibit "A", and all appurtenances thereunto belonging or appertaining, including fences, sidewalks, and steps in accordance with the original plan for the TENNIS COURT, and in good and substantial repair and in a clean and sanitary condition, and will use, keep, and maintain said premises and improvements thereon, as well as the sidewalks, approaches, and appurtenances in front of and around the tennis courts, in conformity to and in compliance with all orders, ordinances, rulings and regulations of all federal, state, and city governments having jurisdiction thereof, and statutes and laws of the State of Florida and the United States of America, and of any lawful authority applicable to and effecting the same, and will protect and indemnify forever, save and keep harmless DEVELOPER from and against any loss, cost, damages, and expenses occasioned by or arising out of any breach or default in the performance and observance of any provisions, conditions, covenants, and stipulations herein contained, or occasioned or arising by or out of any accident or injury or damage to any persons whomsoever, or whatsoever, happening or occurring in or about or on the said premises known as the TENNIS COURTS or upon the sidewalks, approaches, and appurtenances adjoining the same, by the ASSOCIATION or any other person or UNIT OWNER or persons occupying, holding or claiming by, through or under the ASSOCIATION.

5.4 In addition to the foregoing, the ASSOCIATION shall hire such employees and purchase such equipment and materials as may be needed to provide for the management and supervision of the TENNIS COURTS, including the repair and maintenance. It is therefore anticipated that as a part of the TENNIS COURT expenses, there shall be such sums to pay for such labor, equipment, materials, and employees.

6 - INSURANCE.

The insurance, and all other insurance, that shall be carried upon the TENNIS COURTS and improvements shall be governed by the following provisions:

6.1 Authority to purchase; named insured. All insurance policies upon the TENNIS COURTS and improvements on such land shall be purchased by the ASSOCIATION. The named insured shall be the ASSOCIATION. Such policy shall provide that payments by the insurer for losses shall be made to the ASSOCIATION.

6.2 Coverage.

A. Casualty. All buildings and improvements upon the TENNIS COURTS shall be insured in an amount equal to the insurable replacement value, and all personal property included in the lands shall be insured for its value, which value shall be determined annually by the Board of Directors of the ASSOCIATION. Coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) Such other risks as from time to time shall be customarily covered with respect to buildings, tennis courts, and other facilities similar in construction, location, and use, including but not limited to vandalism and malicious mischief.

B. Public liability. Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the ASSOCIATION, including but not limited to

R.E. 4546 - 1563

hired vehicles, owned and not owned vehicle coverages, and with cross-liability endorsements to cover liabilities of the unit owners as a group to a UNIT OWNER.

C. Workmen's compensation insurance to meet the requirements of law.

D. Such other insurance that the Board of Directors of the ASSOCIATION shall determine from time to time to be desirable.

6.3 Premiums upon insurance policies purchased by the ASSOCIATION shall be paid by the ASSOCIATION as a common expense.

6.4 Share of proceeds. All insurance policies purchased by the ASSOCIATION shall be for the benefit of the ASSOCIATION and the unit owners and shall provide that all proceeds covering property losses shall be paid to the ASSOCIATION.

7 - RECONSTRUCTION OR REPAIR AFTER CASUALTY.

7.1 If any part of the TENNIS COURTS and improvements on such land shall be damaged by casualty, the same shall be reconstructed or repaired substantially in conformance with the original construction of the TENNIS COURTS.

7.2 Plans and specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original construction, or in lieu thereof, according to the plans and specifications approved by the Board of Directors of the ASSOCIATION.

7.3 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the ASSOCIATION, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against all UNIT OWNERS in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage and the cost of reconstruction and repair shall be borne equally by all UNIT OWNERS.

7.4 Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the ASSOCIATION and funds collected by the ASSOCIATION from assessments against UNIT OWNERS shall be disbursed in payment of such costs by the ASSOCIATION in the manner required by the Board of Directors of the ASSOCIATION.

It shall be presumed that the first monies disbursed in payment of costs for reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed equally to the UNIT OWNERS.

8 - COMPLIANCE WITH REGULATIONS OF PUBLIC BODIES.

The ASSOCIATION covenants and agrees that it will conform to and observe all ordinances, rules, laws, and regulations of the County of Pinellas, State of Florida, and the United States of America, and all public authorities and boards of officers relating to said premises, or improvements upon the same or use thereof, and will not during such time permit the same to be used for any illegal or immoral purpose, business or occupation.

9 - GENERAL PROVISIONS.

9.1 The covenants contained herein shall run with and bind all of the real property described on Exhibit "A" and shall inure to the benefit of the DEVELOPER, the ASSOCIATION, and the owner of any property subject to this document and their legal representatives, heirs, successors, and assigns for a term of thirty (30) years from the date of this Agreement; after which time the restrictions and covenants contained herein shall be automatically extended for two successive thirty (30) year periods unless an instrument signed by all of the persons, UNIT OWNERS or entities then owning two-thirds of all of the units subject hereto has been recorded agreeing to terminate said covenants and regulations.

9.2 The right to modify these regulations and covenants

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and the terms of the deed restrictions is hereby reserved to the parties signatory hereto, provided that any such modification shall be set forth in an instrument executed by these parties and placed among the public records of Pinellas County, Florida. This right of modification is subject to the following: namely, that such modification shall not be inconsistent with the purposes and conditions herein set forth, and shall not change the method of assessment or collection of TENNIS COURT expenses or other common expenses in a manner that would be disproportionate to any UNIT OWNER.

9.3 Invalidation of any one of the provisions, agreements, covenants Or undertakings herein contained by judgment or order of any court shall not effect any other provision of this Deed Restrictions and Covenants of Use Agreement which shall remain in full force and effect.

9.4 The DEVELOPER retains unto himself a reversionary interest which reversionary interest shall occur in the event that the property set forth on Exhibit "A" is used for any other purpose other than for that which is set forth in this Agreement, or in the event of an attempt to partition the said lands by the ASSOCIATION.

9.5 For purposes of representing the DEVELOPER'S interests, the ASSOCIATION shall not be considered a successor or an assignee of the DEVELOPER upon the ASSOCIATION having obtained title to the real property set forth on Exhibit "A", and therefore there shall not be a merger of interests which shall allow the ASSOCIATION to act in a manner contrary to the express provisions as set forth in this Agreement. In the event of a change or modification of these deed restrictions, only the DEVELOPER, its successors or assigns (the ASSOCIATION shall not be considered a successor or assign) and the ASSOCIATION, its successors or assigns can modify this Agreement.

IN WITNESS WHEREOF this Agreement has been signed by the

As 4546 1566

DEVELOPER and the ASSOCIATION on this 19th day of January, 1977.

Signed, sealed, and delivered in the presence of:

[Signature]
Vice President,
As to Developer

McKEON CONSTRUCTION
[Signature] (SEAL)
by [Signature]
V. President

"DEVELOPER"

[Signature]

EASTWOOD PINES TOWNHOMES ASSOCIATION, INC.

[Signature]
As to Eastwood Pines Town
Homes Association, Inc.

[Signature] (SEAL)
President

EASTWOOD PINES ASSOCIATION, INC.

[Signature]

[Signature]
As to Eastwood Pines
Association, Inc

[Signature] (SEAL)
President

"ASSOCIATION"

4546 1567

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this
day of January, 1977, by Douglas E. Bradley,
President of McKEON CONSTRUCTION, a California corporation, on
behalf of the corporation.

[Signature]
Notary Public

My Commission Expires: 1-28-80

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this
day of January, 1977, by Douglas E. Bradley,
President of EASTWOOD PINES TOWNEHOMES ASSOCIATION, INC., a
Florida non-profit corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires: 1-28-80

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this
day of January, 1977, by James W. Robbins,
President of EASTWOOD PINES ASSOCIATION, INC., a Florida non-
profit corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires: 1-28-80

STATE OF CALIFORNIA)
COUNTY OF San Mateo) ss

On this 19th day of January, in the year one thousand nine
hundred and 77, before me, Janice W. Sampson
a Notary Public, State of California, duly commissioned and sworn, personally
appeared E. S. Clifford and L. E. Newman
known to me to be the Vice Presidents of the corporation described
in and that executed the within instrument, and also known to me to be the
person S... who executed the within instrument on behalf of the corporation
therein named, and acknowledged to me that such corporation executed the
same

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official
seal in the County of San Mateo the day and
year in this certificate first above written

[Signature]
Notary Public, State of California



EXHIBIT "A"

LEGAL DESCRIPTION.

Commence at the Northeast corner of the Southeast 1/4 of Section 29, Township 29 South, Range 16 East; thence run North 88° 45' 11" West along the North line of said quarter section a distance of 823.60 feet to a point; thence run South 1° 14' 49" West a distance of 173.43 feet to the Point of Beginning.

From said Point of Beginning run South 88° 45' 11" East a distance of 114.00 feet to a point; thence run South 1° 14' 49" West a distance of 116.00 feet to a point 4.0 feet North of the Northerly line of Pinellas Pines Phase I (a condominium); thence run South 88° 45' 11" East parallel to and 4.0 feet Northerly of said line a distance of 176.60 feet to a point on the Westerly Right-of-Way line of Bough Avenue; thence South 0° 32' 20" East along said Right-of-Way line a distance of 4.00 feet to a point on the said Northerly line of Pinellas Pines Phase I; thence North 88° 45' 11" West along said Northerly line and continuing along the Northerly line of Pinellas Pines Townhome Phase I (a condominium) a distance of 416.99 feet to a point on the Easterly Right-of-Way line of Pine Cone Circle; thence Northerly along said Right-of-Way line along the arc of a curve to the left a distance of 4.13 feet, said curve having a radius of 96.00 feet, a chord of 4.13, bearing North 14° 13' 42" West, to a point; thence South 88° 45' 11" East parallel to and 4.00 feet Northerly from the said Northerly line of Pinellas Pines Townhome Phase I a distance of 128.04 feet to a point; thence North 1° 14' 49" East a distance of 116.00 feet to the Point of Beginning.



14.10

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D.I. 4546 1550

AMENDMENT TO DECLARATION OF CONDOMINIUM
OF PINELLAS PINES - PHASE I, A CONDOMINIUM
CLEARWATER, FLORIDA

THIS AMENDMENT to the Declaration of Condominium made this 19th day of January, 1977, by McKEON CONSTRUCTION, a California corporation, authorized to do business in the State of Florida, called Developer, for itself, and as adopted by the membership and Board of Directors of PINELLAS PINES PHASE I, A CONDOMINIUM, for its successors, grantees and assigns.

WHEREAS, a Declaration of Condominium of Pinellas Pines, Phase I, a Condominium, Clearwater, Florida, was recorded on August 16, 1973, in Official Records Book 4066, Page 1720, of the Public Records of Pinellas County, Florida, as Clerk's Instrument No. 73112351, and,

WHEREAS, it is the purpose of this Amendment to change the name of the Condominium, and,

WHEREAS, pursuant to paragraph 12 of the Declaration of Condominium, notice of the Amendment was duly given to each unit owner and by a vote of not less than 66-2/3% of the entire membership of the Board of Directors and by not less than 66-2/3% of the votes of the entire membership of the Association, this Amendment was approved.

NOW, THEREFORE, the Declaration of Condominium of Pinellas Pines, Phase I, a Condominium, is hereby amended as follows:

1. Paragraph 1.1 is deleted and in lieu thereof is inserted the following:

1.1 Name and address. The name of this Condominium shall be EASTWOOD PINES - PHASE I, A CONDOMINIUM, and its address shall be 1825 Bough Avenue, Clearwater, Florida.

2. Paragraph 3.4 is deleted and in lieu thereof is inserted the following:

3.4 Easements. Easements are reserved through the Condominium property as may be required for utility services in order to serve this Condominium adequately and other adjoining Condominiums;

Roger A. Larson, Graham, Hodge, Swan & Larson, P.A.
Suite 415 - 2400 West Bay Drive, Largo, FL 33540

PREPARED BY

RETURN TO
PIONEER NATIONAL TITLE INSURANCE

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PINELLAS COUNTY
CLERK OF COUNTY RECORDS

PIONEER NATIONAL TITLE INSURANCE

provided, however, such easements through an apartment shall be only according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the apartment owner.

Further a nonexclusive easement for ingress and egress over streets, walks and other rights-of-way serving the units of the Condominium, as part of the common elements necessary to provide reasonable access to the public ways, are hereby established for all apartment owners and in addition, there shall be an easement granted to the owners of real property set forth in Schedule A attached to this Declaration over and across any portions of Bough Avenue for the purposes of ingress and egress through the condominium.

In all other respects, the Declaration of Condominium as heretofore set forth and recorded in the Public Records of Pinellas County, Florida, is unchanged and in full force and effect and hereby further ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date and year first above written in the County of Pinellas, State of Florida.

Signed, sealed and delivered in the presence of:

McKEON CONSTRUCTION, a California corporation
By E.S. Clifford (SEAL)
Vice President

PINELLAS PINES - PHASE I, A CONDOMINIUM
By James W. Rollins (SEAL)
President

Clifton M. Hoelzer
Attest: Virgil Crawford (SEAL)
Vice Pres. & Ass't. Secretary

Attest: Zel Taylor (SEAL)
Secretary-Treasurer

STATE OF CALIFORNIA)
COUNTY OF SAN MATEO)

The foregoing instrument was acknowledged before me by
E.S. Clifford & L. E. Newman as Vice Presidents of
McKEON CONSTRUCTION, a California corporation authorized to
do business in the State of Florida, this 19th day of
January, 1977, on behalf of said corporation.

NOTARY PUBLIC
JANICE W. SAMPSON
NOTARY PUBLIC - FLORIDA
PRINCIPAL OFFICE IN THE
COUNTY OF SAN MATEO
My Commission Expires On 25 1977
By Notary Public Express

Janice W. Sampson
Notary Public

U.S. 4546 PAGE 1552

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me,
this 22 day of Feb, 1977, by James Robbins
as President, by Worthy Crawford as Vice President
and Assistant Secretary and by John Taylor
as Secretary-Treasurer of PINELLAS PINES - PHASE I, A CONDO-
MINIUM, on behalf of said corporation.

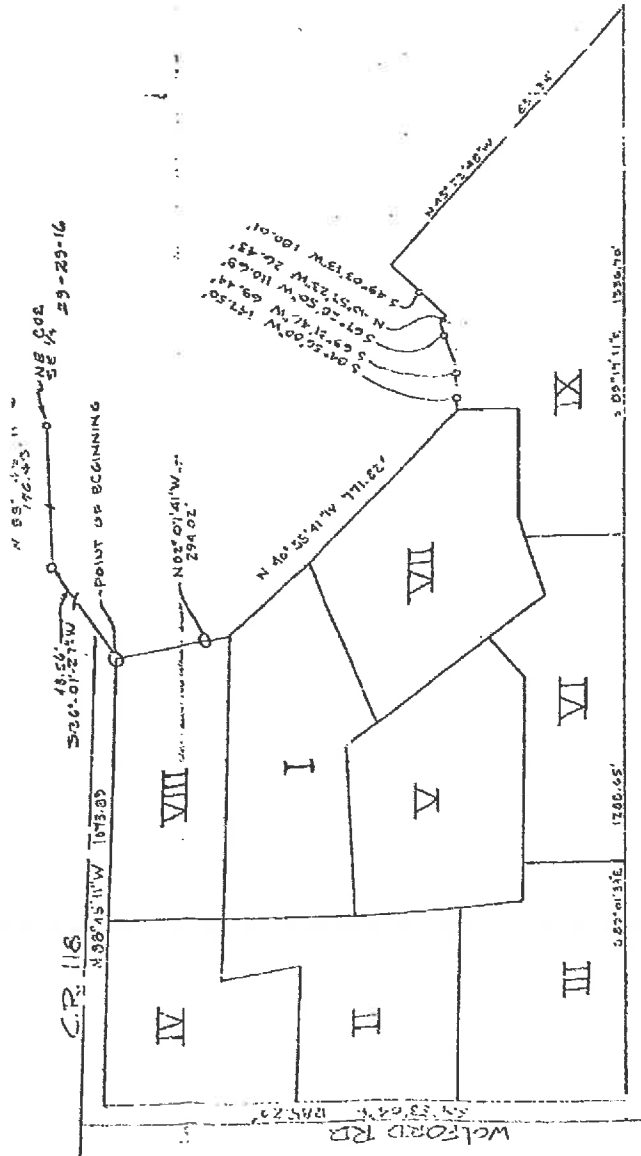
Sylvia L. Stodieck
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
D. C. No. 13, 7920

EXHIBIT "A"

4546 1553



Revised: 3/7/73 *Richard Joseph W*

PINELLAS PINES-DESCRIPTION:

From the N. E. corner of the S. 1/4 of Section 29, Township 29 South, Range 6 East, run North 89° 43' 11\"/>

Richard Joseph W

THE ORIGINAL OF THIS INSTRUMENT IS VERY POOR

EXHIBIT "A"

CONSENT OF MORTGAGEE

THIS CONSENT, made and entered into this 5TH day
of April, 1977, by REPUBLIC NATIONAL BANK OF DALLAS,
hereinafter referred to as "MORTGAGEE."

WITNESSETH

WHEREAS, REPUBLIC NATIONAL BANK OF DALLAS, is the owner
and holder of a mortgage dated May 8, 1973, and filed for record
June 1, 1973, in O. R. Book 4036, Page 653, as Clerk's Instrument
No. 73074204, Pinellas County, Florida, and Mortgage dated July
30, 1973, filed August 28, 1973, in O. R. Book 4071, Page 1414,
as Clerk's Instrument No. 73118437, Pinellas County, Florida;
and Mortgage dated October 9, 1973, filed for record October 25,
1973, in O. R. Book 4095, Page 612, as Clerk's Instrument No.
73149487, Pinellas County, Florida; which mortgages were modified
by Amendment to Mortgages, dated April 16, 1976, filed May 14,
1976, in O. R. Book 4411, Page 837, as Clerk's Instrument No.
76069600; and

WHEREAS, the mortgage encumbers the land described in
the Declaration of Condominium of PINELLAS PINES PHASE I, a
condominium, recorded August 16, 1973, in O. R. Book 4066, Page
1720 of the Public Records of Pinellas County, Florida, as
Clerk's Instrument No. 73112351; and

WHEREAS, the Mortgagee has agreed to consent to the
Declaration of said condominium and this Amendment to Declaration
of Condominium;

NOW, THEREFORE, Mortgagee agrees as follows:

1. Mortgagee does hereby consent to the recordation
of this Amendment to Declaration.
2. Mortgagee agrees that the lien of the mortgage,
as the same applies to and encumbers the land described in the
Declaration of Condominium of PINELLAS PINES, PHASE I, a condominium
as aforesaid, shall be upon the condominium parcels, units, and
common elements of the said condominium.

3. This Consent shall apply and be effective solely to the land and nothing contained herein shall affect, alter or modify in any manner whatsoever the terms and conditions, liens, operations, effect and priority of the mortgage upon any real property encumbered by the mortgage.

IN WITNESS WHEREOF, the Mortgagee has caused this instrument to be executed by its duly authorized officers or owners, as the case may be, the day and year first above written.

Witnesses:

REPUBLIC NATIONAL BANK OF DALLAS

Thomas M. Lovett

By: John M. Hamstra (SEAL)
Vice President

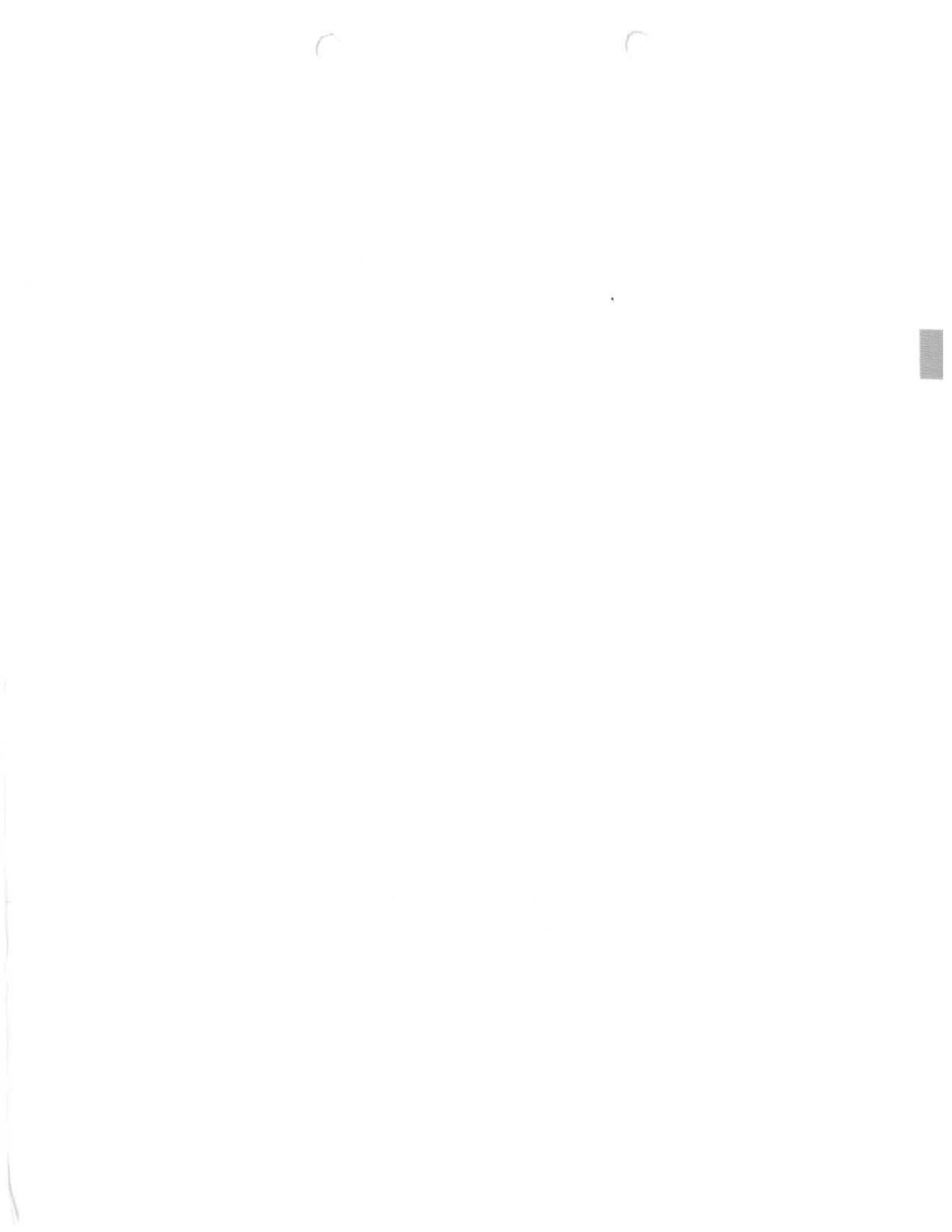
William A. ...

Texas
STATE OF ~~FLORIDA~~)
Dallas
COUNTY OF ~~FLORIDA~~)

The foregoing instrument was acknowledged before me, this 5th day of April, 1977, by John M. Hamstra, Vice President of the REPUBLIC NATIONAL BANK OF DALLAS, a national bank ^{ing} association ~~corporation~~, on behalf of the ~~corporation~~ association.

L. ...
Notary Public

My Commission Expires:
6-1-77



Illegible

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D.S. 4546 1532

STATE OF FLORIDA

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of
Certificate of Incorporation, as amended to date
of EASTWOOD PINES ASSOCIATION, INC., a corporation
not for profit organized under the laws of the
State of Florida, as shown by the records of this
office.

APR 12 2 24 PM 1977
MIRIAM
MIRIAM
MIRIAM
MIRIAM

THE ORIGINAL OF THIS INSTRUMENT IS VERY POOR



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
8th day of April,
19 77.

Oliver A. Smith
SECRETARY OF STATE

CSR-16w
9-29-76

Return to Business National Title

D.R. 4546 PAID 1533

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First--That PINELLAS PINES ASSOCIATION, INC.
desiring to organize under the laws of the State of Florida
with its principal office, as indicated in the articles of
incorporation at City of Clearwater County
of Pinellas, State of Florida

has named JOHN A. PAUL

located at 249 Royal Palm Way, Palm Beach, Florida 33480
(Street address and number of building,
Post Office Box address not acceptable)

City of Palm Beach, County of Palm Beach

State of Florida, as its agent to accept service of process
within this state.

FILED
MAR 6 8 11 AM '73
CLERK OF STATE
TALLAHASSEE, FLORIDA

ACKNOWLEDGMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the
above stated corporation, at place designated in this certificate,
I hereby accept to act in this capacity, and agree to comply
with the provision of said Act relative to keeping open said
office.

By John A. Paul
(Resident Agent)

1-11-73

ARTICLES OF INCORPORATION
OF
PINELLAS PINES ASSOCIATION, INC.

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 619, Florida Statutes 1963, and certify as follows:

ARTICLE I

NAME

The name of the corporation shall be PINELLAS PINES ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the Association.

ARTICLE II

PURPOSE

1. The purpose for which the Association is organized is to provide an entity pursuant to Section 12 of the Condominium Act, which is Chapter 711, Florida Statutes 1963, as amended, for the operation of PINELLAS PINES, a Condominium, located upon the following lands in Pinellas County, Florida:

(See Appendix)

2. The Association shall make no distribution of income to the members, directors or officers.

ARTICLE III

POWERS

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all of the common-law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

2. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to execute the condominium purchase

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to the Declaration and as it may be amended from time to time, including but not limited to the following:

- (a) To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the condominium.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) The maintenance, repair, replacement and operation of the condominium property.
- (d) The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.
- (e) The reconstruction of improvements after casualty and the further improvement of the property.
- (f) To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and their amendments shall be approved by not less than 66 2/3% of the vote of the entire membership of the Association before such shall become effective.
- (g) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-laws of the Association and the Regulations for the use of the property in the condominium.
- (h) To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.
- (i) To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.
- (j) To employ personnel to perform the services required for proper operation of the condominium.
- (k) To own, rent or lease real or personal property for the benefit of the condominium.

3. The Association shall not have the power to advance for assessments for common expenses which exceed the Association shall bid no more than the amount secured by its lien. This provision shall not be changed without unanimous approval of the members and the holder of all record owners of mortgages upon the condominium.

4. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-laws.

5. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-laws.

ARTICLE IV
MEMBERS

1. The members of the Association shall consist of the record owners of the units, and their heirs, assigns and similar condominium owners, and their heirs, assigns and after termination of the unit, the heirs, assigns and assigns who are members at the time of death, and their heirs, assigns and assigns.

2. After receiving a copy of the Declaration of Condominium by the Association shall be recorded in the public records of Pinellas County, Florida, and the instrument shall list a record title to a unit in the Declaration of Condominium to the Association of a certified copy of such instrument. The owner designated by such instrument shall be a member of the Association and the membership of the unit shall be terminated.

3. The share of a unit shall be the amount of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit.

4. The owner of each unit shall be entitled to at least one vote as a member of the Association. The manner of exercising voting rights shall be determined by the By-laws of the Association.

WALTER PAUL
SHAW & COMPANY
ATTORNEYS
1500 BAYVIEW BLVD
TALLAHASSEE, FLORIDA
32302

1536

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1. The affairs of the Association will be managed by a board consisting of the number of directors determined by the By-laws, but not less than three directors, and in the absence of such determination shall consist of five directors. Directors need not be members of the Association.

2. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-laws. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the By-laws.

3. The first election of directors shall not be held until after the developer has closed the sales of all of the units of the condominium, or until developer elects to terminate its control of the condominium, or until after July 15, 1975, whichever occurs first. The directors named in these Articles shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

4. The names and addresses of the members of the first board of directors who shall hold office until their successors are elected and have qualified, or are removed, are as follows:

NAME	ADDRESS
James G. Fuller	10000 Capital Mall, Suite 1400 San Diego, California 92124
Wilbur Wilkinson	4418 Silverthorne Circle Beverly Hills, California 90212
W. Dean Benson	2247 Palm Beach Lakes Boulevard West Palm Beach, Florida 33401

ARTICLE VI
OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-laws. The officers shall be elected

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by the Board of Directors at the annual meeting of the Association and at the pleasure of the Board of Directors and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President: _____

Vice President and Assistant Secretary: _____

Secretary-Treasurer: _____

Every director shall be liable for the debts and liabilities of the Association which he may become involved by reason of his having been a director or officer of the Association. This liability shall not be a director or officer at the time of the debt or liability, except when the director or officer was acting in the course of his official misfeasance or malfeasance in the discharge of his duties, provided that in the event of a judgment against a director or officer, the amount shall apply only when the board of directors has not been advised and reimbursement as being for the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights which a director or officer may be entitled to.

The first meeting of the Board of Directors shall be adopted by the Board of Directors and shall be held in the manner provided by the bylaws.

AMERICAN ASSOCIATION OF UNIVERSITY AND COLLEGE FACULTIES
 1200 17th Street, N.W.
 Washington, D.C. 20036
 (202) 462-6000

15381

4546-1939

Amendment to the Articles of Incorporation shall be proposed and adopted by the following procedure:

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

2. A resolution for the adoption of a proposed amendment may be proposed either by the board of directors or by the members of the Association. The resolution may be presented in person or by proxy at the meeting. The resolution may be declared their approval in writing by the members if it is delivered to the secretary of the Association in accordance with elsewhere provided.

For adoption the resolution must be approved by not less than 66 2/3% of the votes of the members of the Association present in person or by proxy at the meeting. The resolution must be approved by not less than two-thirds of the members of the Association.

3. The board of directors or the members shall make any changes in the provisions of the Articles of Incorporation relating to the voting rights of members, and the provisions of the Articles of Incorporation III, without approval in writing by the members. The number of all record owners of units in the Association shall be made that is in accordance with the provisions of the Declaration of Condominium.

4. A copy of the amended articles shall be certified by the Secretary of the Association and filed in the public records of Pinellas County, Florida.

ARTICLE 4

The term of the Association shall be perpetual.

NOTARIAL SEAL
PINELLAS COUNTY
FLORIDA
JANUARY 1989
15381-1939

The names and addresses of the subscribers to these Articles of Incorporation are as follows:

NAME	ADDRESS
James G. Fuller	552 Capitol Mall, Suite 1400 Sacramento, California 95814
Wilbur Wilkinson	6918 Silverthorne Circle Sacramento, California 95842
W. Owen Hanson	2747 Palm Beach Lakes Boulevard West Palm Beach, Florida 33401

IN WITNESS WHEREOF the subscribers have affixed their signatures this 1st day of July, 1973.

James G. Fuller

Wilbur Wilkinson

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

Before me, the undersigned authority, personally appeared JAMES G. FULLER and WILBUR WILKINSON, who, after being duly sworn, acknowledge that they executed the foregoing Articles of Incorporation for the purposes expressed in such Articles, this 1st day of July, 1973.

DELORES LEWIS
Notary Public, State of California
Sacramento County
My Commission Expires Nov 11, 1974

DeLores Lewis
Notary Public, State and County of California
My Commission Expires 11/11/74

STATE OF FLORIDA)
) ss.
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared W. OWEN HANSON, who, after being duly sworn, acknowledges that he executed the foregoing Articles of Incorporation for the purposes expressed in such Articles, this 1st day of July, 1973.

(Notary Seal)

William F. Young
Notary Public, State of Florida at Large
My Commission Expires Dec 22, 1973

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Dec 22, 1973

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Descriptions:

Commence at the Northeast corner of the Southeast 1/4 of Section 29, Township 29 South, Range 16 East, and run North 88° 45' 11" West a distance of 176.45 feet; thence run South 2° 07' 41" East a distance of 369.51 feet to the Point of Beginning; thence run South 40° 55' 41" East a distance of 156.19 feet; thence run South 89° 42' 30" West a distance of 408.31 feet to a point on a curve to the right; thence by a curve to the right having a radius of 188.64 feet; a chord bearing of North 38° 04' 48" West a distance of 97.41 feet; run an arc distance of 97.67 feet; thence run South 87° 30' 49" West a distance of 359.21 feet; thence run North 1° 41' 49" East a distance of 305.00 feet; thence run South 88° 45' 11" East a distance of 635.06 feet; thence run South 2° 07' 41" East a distance of 39.62 feet; thence run South 40° 55' 41" East a distance of 17.87 feet to the Point of Beginning.

Less the following described piece:

Commence at the Northeast corner of the Southeast 1/4 of Section 29, Township 29 South, Range 16 East, and run North 88° 45' 11" West a distance of 176.45 feet; thence run South 2° 07' 41" East a distance of 369.51 feet; thence run North 40° 55' 41" West a distance of 47.87 feet; thence run North 2° 07' 41" West a distance of 30.02 feet; thence run North 88° 45' 11" West a distance of 192.18 feet to the Point of Beginning; thence run South 0° 32' 20" West a distance of 90.96 feet; thence run South 88° 45' 11" East a distance of 109.03 feet; thence run North 0° 32' 20" West a distance of 90.96 feet; thence run North 88° 45' 11" West a distance of 192.18 feet to the Point of Beginning.

Subject to the included portion of the following described right-of-way:

Commence at the Northeast corner of the Southeast 1/4 of Section 29, Township 29 South, Range 16 East, and run North 88° 45' 11" West a distance of 492.45 feet to the Point of Beginning; thence run North 88° 45' 11" West a distance of 176.45 feet; thence run South 0° 32' 20" East a distance of 415.75 feet to a Point of Curvature; thence by a curve to the left having a radius of 411.61 feet, having a chord bearing of South 72° 51' 11" East, a distance of 176.11 feet, run an arc distance of 177.69 feet to a Point of Tangency; thence run North 87° 30' 49" East a distance of 27.11 feet to a Point of Curvature; thence by a curve to the left having a radius of 188.64 feet, having a chord bearing of South 34° 04' 48" East, a distance of 97.41 feet, run an arc distance of 97.96 feet to a Point of Tangency; thence run North 69° 42' 30" East a distance of 26.79 feet to a Point of Curvature; thence by a curve to the right having a radius of 361.84 feet, having a chord bearing of North 7° 39' 42" West, a distance of 161.81 feet, run an arc distance of 267.41 feet to a Point of Tangency; thence run North 0° 32' 20" West a distance of 414.19 feet to the Point of Beginning.

Is in Alachua County, Florida and herein called "the land".

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THIS AMENDMENT TO THE BY-LAWS OF THE
PINELLAS PALM BEACH ASSOCIATION

IX of the ARTICLES OF INCORPORATION
through an Amendment previously
submitted to the membership
adopted by 66-2/3A of the membership
and 66-2/3A of the entire membership
or follows:

1. The name of the Association shall be EASTWOOD PINE ASSOCIATION.
2. This Amendment shall be filed with the Secretary of State of this Amendment with the State of Florida.

3. All certificates of incorporation issued under Certificate No. 12345 of August, 1955, and all copies of the same and on hand.

Dated this 1st day of August, 1966.

Signed, sealed and delivered in the presence of:

[Handwritten Signature]
[Handwritten Signature]

Directors:

4-11

U.S. 4546 INT 1543

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me, this 10 day of October, 1977, by John J. ... as President, by ... as Vice President and Assistant Secretary and by ... as Secretary-Treasurer of PINELLAS DUNE ASSOCIATION, INC., and also by ... as Director of said Association.

Notary Public

My Commission Expires: ...

7

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Relatives

73112351

This instrument was prepared by:
JOHN A. PAUL
Plaza Center East
Palm Beach, Florida 33480

I N D E X

6. 4066 PAGE 1720

DECLARATION OF CONDOMINIUM
OF PINELLAS PINES - PHASE I, A CONDOMINIUM

PLANNING DEPARTMENT
Approved by Planning
Director
OLEGA CHIRILOVA
AUG 16 11 40 AM '73

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- Exhibits:
- Exhibit A - Survey, location of building and units
 - Exhibit B - Apartment floor plans
 - Exhibit C - Certificate of Incorporation, Pinellas Pines Association, Inc.
 - Exhibit D - By-laws of Association

DECLARATION OF CONDOMINIUM
OF PINELLAS PINES - PHASE I, A CONDOMINIUM
CLEARWATER, FLORIDA

MADE this 25th day of July, 1973, by McKEON CONSTRUCTION, a California corporation, authorized to do business in the State of Florida, called Developer, for itself, its successors, grantees and assigns:

WHEREIN the Developer makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes 1963 as amended, hereafter called The Condominium Act.

1.1. Name and address. The name by which this condominium is to be identified is PINELLAS PINES - PHASE I, a Condominium, and its address is 1825 Bough Avenue, Clearwater, Florida.

1.2. The land. The lands owned by Developer, which by this instrument are submitted to the condominium form of ownership, are:

Description:

Commence at the Northeast corner of the Southeast 1/4 of Section 29, Township 29 South, Range 16 East, and run North 88° 45' 11" West a distance of 176.45 feet; thence run South 2° 07' 41" East a distance of 369.51 feet to the Point of Beginning; thence run South 40° 55' 41" East a distance of 196.19 feet; thence run South 69° 42' 30" West a distance of 408.36 feet to a point on a curve to the right; thence by a curve to the right having a radius of 386.64 feet; a chord bearing of North 34° 04' 48" West a distance of 97.41 feet, run an arc distance of 97.67 feet; thence run South 87° 30' 49" West a distance of 365.21 feet; thence run North 1° 14' 49" East a distance of 105.00 feet; thence run South 88° 45' 11" East a distance of 635.00 feet; thence run South 2° 07' 41" East a distance of 30.02 feet; thence run South 40° 55' 41" East a distance of 47.87 feet to the Point of Beginning.

Less the following described parcel

Commence at the Northeast corner of the Southeast 1/4 of Section 29, Township 29 South, Range 16 East, and run North 88° 45' 11" West a distance of 176.45 feet; thence run South 2° 07' 41" East a distance of 369.51 feet; thence run North 40° 55' 41" West a distance of 47.87 feet; thence run North 2° 07' 41" West a distance of 30.02 feet; thence run North 88° 45' 11" West a distance of 194.38 feet to the Point of Beginning; thence run South 0° 32' 20" West a distance of 90.00 feet; thence run North 88° 45' 11" West a distance of 100.00 feet; thence run North 0° 32' 20" West a distance of 90.00 feet; thence run South 88° 45' 11" East a distance of 100.00 feet to the Point of Beginning.

Subject to the included portion of the following described right-of-way:

Commence at the Northeast corner of the Southeast 1/4 of Section 29, Township 29 South, Range 16 East, and run North 38° 45' 11" West a distance of 492.45 feet to the Point of Beginning; thence run North 88° 45' 11" West a distance of 50.00 feet; thence run South 0° 32' 20" East a distance of 415.75 feet to a Point of Curvature; thence by a curve to the left having a radius of 411.64 feet, having a chord bearing of South 12° 51' 13" East, a distance of 176.31 feet, run an arc distance of 177.69 feet to a Point of Tangency; thence run North 87° 30' 49" East a distance of 27.44 feet to a Point of Curvature; thence by a curve to the left having a radius of 386.64 feet, having a chord bearing of South 34° 04' 48" East, a distance of 97.41 feet, run an arc distance of 97.96 feet to a Point of Tangency; thence run North 69° 42' 30" East a distance of 26.78 feet to a Point of Curvature; thence by a curve to the right having a radius of 361.64 feet, having a chord bearing of North 21° 39' 42" West, a distance of 261.01 feet, run an arc distance of 267.04 feet to a Point of Tangency; thence run North 0° 32' 20" West a distance of 414.19 feet to the Point of Beginning.

In Pinellas County, Florida and herein called "the land".

2. Definitions. The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act, §711.03, Florida Statutes 1963 as amended, and as follows unless the context otherwise requires:

2.1. Apartment means unit as defined by the Condominium Act.

2.2. Apartment owner means unit owner as defined by the Condominium Act.

2.3. Association means PINELLAS PINES ASSOCIATION, INC., and its successors.

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

(a) Limited Common Elements shall include one (1) parking space, one (1) storage space, space for air conditioner condenser assigned for use to a specific apartment unit; stairway and balcony to second floor units.

2.5. Common expenses include:

(a) Expenses of administration: Expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of apartments to be maintained by the Association, and any property owned or maintained by the Association for the benefit of the owners.

*updated
3/9/03*

(b) expenses declared common expenses by provisions of this Declaration or the By-laws.

(c) any valid charge against the condominium property as a whole.

2.6. Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

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

2.8. Utility services as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and By-laws, shall include but not be limited to electric power, gas, water, telephone and garbage and sewage disposal.

3. Development plan. The condominium is described and established as follows:

3.1. Survey. A survey of the land prepared by Richard Joseph Werner, Registered Land Surveyor, showing the improvements on it is attached as Exhibit A, sheets 1 through 5.

3.2. Plans. The improvements upon the land are constructed substantially in accordance with the plans and specifications for such prepared by Eugene Beach AIA, a portion of which plans are attached as Exhibit B.

3.3. Amendment of plans. This is a self-contained condominium, however, Developer reserves the right within three years of the date of this Declaration to develop additional lands adjacent to the property described in Section 1.2., which lands for the sake of uniform policies and procedures may be operated by the same association for the benefit of the owners of these and adjacent units. In such case, the owners of units in such adjacent lands will become members of the same association as provided in Section 7 hereafter. Provided, however, that the development of such additional

lands shall consist of four-unit apartment buildings and shall be substantially in accordance with the plans submitted herewith and shall not exceed 68 units total, including those submitted herein.

3.4. Easements are reserved through the condominium property as may be required for utility services in order to serve this condominium adequately and other adjoining condominiums; provided, however, such easements through an apartment shall be only according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the apartment owner.

3.5. Improvements - general description.

(a) Buildings. The condominium includes seventeen 2-story buildings, each consisting of four apartment units, four covered parking spaces, and four storage spaces. Each unit has one parking, one storage space, and one space for air conditioner condenser appurtenant thereto, and the second floor units a stairway and balcony as limited common area and non-severable from the unit, as shown on Exhibit A, sheet 5.

(b) Other improvements. The condominium includes gardens and landscaping, automobile parking areas and other facilities located substantially as shown upon the plans and which are part of the common elements. There is also one or more swimming pools and recreation areas which are to be owned by the Association and operated and maintained by it, but which is not part of the common elements included in the condominium.

3.6. Apartment boundaries. Each apartment, which term as used in this subsection concerning boundaries shall include that part of the building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

(a) Upper and lower boundaries. The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper boundary - the horizontal plane of the undecorated finished ceiling.

(2) Lower boundary - the horizontal plane of the undecorated finished floor.

(b) Perimetrical boundaries. The perimetrical boundaries of the apartment shall be the vertical planes of the undecorated finished interior of the walls bounding the apartment extended to intersections with each other and with the upper and lower boundaries.

3.7. Common elements. The common elements include the land, except that occupied by the pool area which is owned by the Association, and all other parts of the condominium not within the apartments and include but are not limited to the following items as to which the Association shall have the powers indicated:

(a) Automobile parking areas. Automobile parking will be made available to unit owners pursuant to regulations as made by the Association.

(b) Swimming Pool and Recreational Areas shall be available for use by all unit owners without discrimination. Such use will be without charge, except when specifically authorized by the Association it may charge for the exclusive use of facilities from time to time if such exclusive use is made available to all apartment unit owners.

4. The apartments. The apartments of the condominium are described more particularly and the rights and obligations of their owners established as follows:

4.1. Apartment unit numbers. There are four apartments in each building, numbered 1 to 4, inclusive, and each building is designated 1 through 17.

4.2. Appurtenances to apartments. The owner of each apartment shall own a share and certain interests in the condominium property, which share and interest are appurtenant to his apartment, including but not limited to the following items that are appurtenant to the several apartments as indicated:

(a) Common elements and common surplus. The undivided share in the land and other common elements and in the common surplus which are appurtenant to each apartment is as follows:

The proportionate shares of the separate owners of the respective condominiums in the common elements and in the common surplus, as well as their proportionate representation for voting purposes in Pinellas Pines Association, Inc., a Florida corporation not for profit, shall be 1/68.

Provided, however, that in the event additional lands are developed as provided in Section 3.3., the representation for voting purposes in the Association shall be reduced to a fraction having a numerator of 1, and a denominator equal to the total separate condominium units actually included in the Association, and developed.

(b) Limited common elements. There shall pass with a unit as appurtenances thereto the exclusive right to use one storage space, parking area for one car, space for air conditioner condenser and in addition the second story unit shall have the exclusive use of the stairway and balcony as shown and defined on the plans attached hereto as Exhibit A, sheet 5.

(c) Association membership. The membership of each apartment owner in the Association and the interest of each apartment owner in the funds and assets held by the Association.

4.3. Liability for common expenses. Each apartment owner shall be liable for a proportionate share of the common expenses, such share being the same as the undivided share in the common elements appurtenant to this apartment.

5. Maintenance, alteration and improvement. Responsibility for the maintenance of the condominium property, and restrictions upon its alteration and improvement, shall be as follows:

5.1. Apartments.

(a) By the Association. The Association shall maintain, repair and replace at the Association's expense:

(1) All portions of an apartment, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to load-bearing columns and loadbearing walls; the porch and stairway to second story units; and hot water heaters.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of an apartment maintained by the Association; and all such facilities contained within an apartment that service part or parts of the condominium other than the apartment within which contained..

(3) All property owned, leased or rented by the Association exclusive of the apartments.

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

(b) By the apartment owner. The responsibility of the apartment owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his apartment, specifically including the air conditioning facility servicing his apartment, windows, [doors] and screens; except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other apartment owners.

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building without the approval of the Association.

(3) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

5.2. Common elements.

(a) By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense, as provided in Florida Statutes §711.13(5), (6); 13(1).

(b) Alteration and improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of common elements without prior approval in writing by the record owners of all of the apartments; provided, however, that any

alteration or improvement of the common elements bearing the approval in writing of the record owners of not less than 66-2/3% of the common elements, and which does not interfere with the rights of any owners without their consent, may be done if the owners who do not approve are relieved from the initial cost of such alteration or improvement. The share of any cost not so assessed shall be assessed to the other apartment owners in the shares that their shares in the common elements bear to each other. There shall be no change in the shares and rights of an apartment owner in the common elements altered or further improved, whether or not the apartment owner contributes to the cost of such alteration or improvement.

6. Assessments. The making and collection of assessments against apartment owners for common expenses shall be pursuant to the By-laws and subject to the following provisions:

6.1. Share of common expense. Each apartment owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the apartments owned by him.

6.2. Interest; application of payments. Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of ten (10%) per cent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

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

6.4. Rental pending foreclosure. In any foreclosure of a lien for assessments the owner of the apartment subject to the

lien shall be required to pay a reasonable rental for the apartment, and the Association shall be entitled to the appointment of a receiver to collect the same, pursuant to Florida Statute §711.15(5).

7. Association. The operation of the condominium shall be by Pinellas Pines Association, Inc., a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1. Articles of Incorporation. A copy of the Certificate of Incorporation of the Association is attached as Exhibit C. Its Resident Agent to receive service of process is John A. Paul, 249 Royal Palm Way, Palm Beach, Florida.

7.2. The By-laws of the Association shall be the by-laws of the condominium, a copy which is attached as Exhibit D.

7.3. Limitation upon liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

7.4. Restraint upon assignment of shares in assets. The share of member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

7.5. Approval or disapproval of matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

8. Insurance. The insurance other than title insurance that shall be carried upon the condominium property and the property of the apartment owners shall be governed by the following provisions:

8.1. Authority to purchase; named insured. All insurance policies upon the condominium property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the apartment owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that payments by the insurer for losses shall be made to a special escrow account as may be designated by the Board of Directors of the Association, and all policies and their endorsements shall be deposited with a trustee or agent as designated by said Board. Apartment owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

8.2. Coverage.

(a) Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

- (1) loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and
- (2) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

(b) Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

(c) Workmen's compensation policy to meet the requirements of law.

(d) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

8.3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

8.4. Insurance trustee; shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the person or firm appointed as agent or trustee for this purpose by the Board, which trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common elements. Proceeds on account of damage to common elements - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

(b) Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:

(1) When the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the Association.

(2) When the building is not to be restored - An undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the apartment owner and mortgagee pursuant to the provisions of this Declaration.

8.5. Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the trust. All expenses of the Insurance Trustee shall be paid first or provision made for such payment.

(b) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(c) Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(d) Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to the names of the apartment owners and their respective shares of the distribution.

8.6. Association as agent. The Association is irrevocably appointed agent for each apartment owner and for each owner of a mortgage or other lien upon an apartment and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

9. Reconstruction or repair after casualty.

9.1. Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(b) Apartment building.

(1) Lesser damage. If the damaged improvement is the apartment building, and if apartments to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

(2) Major damage. If the damaged improvement is the apartment building, and if apartments to which more than 50% of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within sixty (60)

days after the casualty the owners of 75% of the common elements agree in writing to such reconstruction or repair.

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

9.2. Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached as exhibits; or if not, then according to the plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the apartment building, by the owners of not less than 75% of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

9.3. Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

9.4. Estimates of costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.5. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments

against apartment owners for damage to apartments shall be in proportion to the cost reconstruction and repair of their respective apartments. Such assessments on account of damage to common elements shall be in a proportion to the owner's share in the common elements.

9.6. Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$5,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) Association major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) Apartment owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner shall be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement as to the apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(4) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by the apartment owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is required in this instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

10. Use restrictions. The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the apartment building in useful condition exists upon the land.

10.1. Apartments. Each of the apartments shall be occupied only by a family, its servants and guests, as a residence and for no other purpose.

10.2. Common elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments.

10.3. Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements that will increase the cost of insurance upon the condominium property.

10.4. Lawful use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.5. Sale. An apartment owner intending to make a sale of his apartment or any interest in it, except to another apartment owner, shall give to the Association reasonable notice of such intention, together with the name and address of the intended purchaser, and such other information as the Association may reasonably

require. It shall be the duty of the Association to furnish a certificate by its duly authorized officer or agent of receipt of notice which shall be recorded in the public records of Palm Beach County, at the expense of seller and no sale shall be valid without such certificate.

10.6. Leasing. Entire apartment units may be rented provided the occupancy is only by the lessee and his family and guests and provided that the lease is made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration and the By-laws of the Association. Such lease shall be for a minimum of three weeks and no transient tenants may be accommodated.

10.7. Regulations. Reasonable regulations concerning the use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-laws. Copies of such regulations and amendments shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

10.8. Proviso. Provided, however, that until Developer has completed all of the contemplated improvements, neither the apartment owners nor the Association shall interfere with the completion of the contemplated improvements and the sale of the apartments. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

11. Compliance and default. Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and By-laws and the Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of an apartment owner to comply with such documents and regulations shall entitle the Association or other apartment owners to the following relief in

addition to the remedies provided by the Condominium Act:

11.1. Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An apartment owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements, by the apartment owner.

11.2. Costs and attorneys' fees. In any proceeding arising because of an alleged failure of an apartment owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the By-laws, or the Regulations adopted pursuant to them, and the documents and Regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

11.3. No waiver of rights. The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-laws or the Regulations shall not constitute a waiver of the right to do so thereafter.

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

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

12.2. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) not less than 66 $\frac{2}{3}$ % of the entire membership of the Board of Directors and by not less than 66 $\frac{2}{3}$ % of the votes of the entire membership of the Association; or

(b) until the first election of directors, only by all of the directors.

12.3. Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments, unless the apartment owners so affected shall consent. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or repair after casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

12.4. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Palm Beach County, Florida.

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

13.1. Destruction. If it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed because of major damage, the condominium plan of ownership will be terminated without agreement.

13.2. Agreement. The condominium may be terminated at any time by the approval in writing of all record owners of apartments and all record owners of mortgages on apartments. If the proposed termination is submitted to a meeting of the members of the Association, the notice of the meeting giving notice of the proposed termination, and if the approval of the owners of not less than 75% of the common elements, and of the record owners of all mortgages upon the

apartments, are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the apartments of the other owners for the period ending on the 60th day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

(a) Exercise of option. The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the apartments to be purchased an agreement to purchase signed by the record owners of apartments who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by each participating owner and shall require the purchase of all apartments owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

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

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

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

13.3. Certificate. The termination of the condominium in either of the foregoing manners shall be evidence by a certificate of the Association executed by its president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Palm Beach County, Florida.

13.4. Shares of owners after termination. After termination of the condominium the apartment owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owners' apartments prior to the termination.

13.5. Amendment. This section concerning termination cannot be amended without consent of all apartment owners and of all record owners of mortgages upon the apartments.

14. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provisions of this Declaration of Condominium and the Articles of Incorporation, By-laws and Regulations of the Association shall not affect the validity of the remaining portions.

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

McKEON CONSTRUCTION

By: W. Brent Hansen
Vice President

Attest: John R. Paul
Assistant Secretary

Signed, sealed and delivered in the presence of:

Ellen V. Young
Rose Marie Dalton

(CORP. SEAL)

STATE OF FLORIDA)
) ss.:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, W. DEAN HANSON and JOHN A. PAUL, Vice President and Assistant Secretary, respectively, of MCKEON CONSTRUCTION, a California corporation, authorized to do business in the State of Florida, to me well known and known to me to be the individuals described in and who executed the foregoing Declaration of Condominium and they acknowledged before me that they executed the same as such officers of the said corporation by and with the authority of its Board of Directors, for the purposes therein expressed, and their act and deed was the act and deed of said corporation.

WITNESS my hand and seal at Palm Beach, County of Palm Beach, State of Florida, this 25th day of July, A. D. 1973.

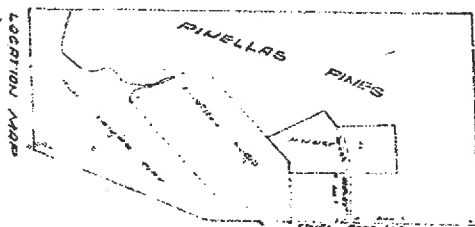
Eileen V. Young
Notary Public, State of Florida at
Large

My Commission Expires: Nov. 20, 1973

(Notary Seal)

PINELLAS PINES - PHASE I

A CONDOMINIUM
SEC. 29, TWP. 29 S., RGE. 16 E



Owner's Certificate
We, the undersigned, being the grantor(s) of the property herein, do hereby certify that the information contained herein is true and correct and that we are the owner(s) of the property herein.

Acknowledgment
State of Florida
Pinellas County

I, **Benjie Blanton**, Secretary of the Board of Directors, do hereby certify that the information contained herein is true and correct and that I am the Secretary of the Board of Directors of the Pinellas Pines Condominium Association, Inc.

Notary Public in and for the State of Florida
My Commission Expires June 21, 2013

Benjie Blanton
Secretary

Buyer's Certificate

I, the undersigned, hereby certify that the description and part of the information contained herein is true and correct and that I am the owner(s) of the property herein.

Registered Land Surveyor
Pinellas Certificate No. 1938

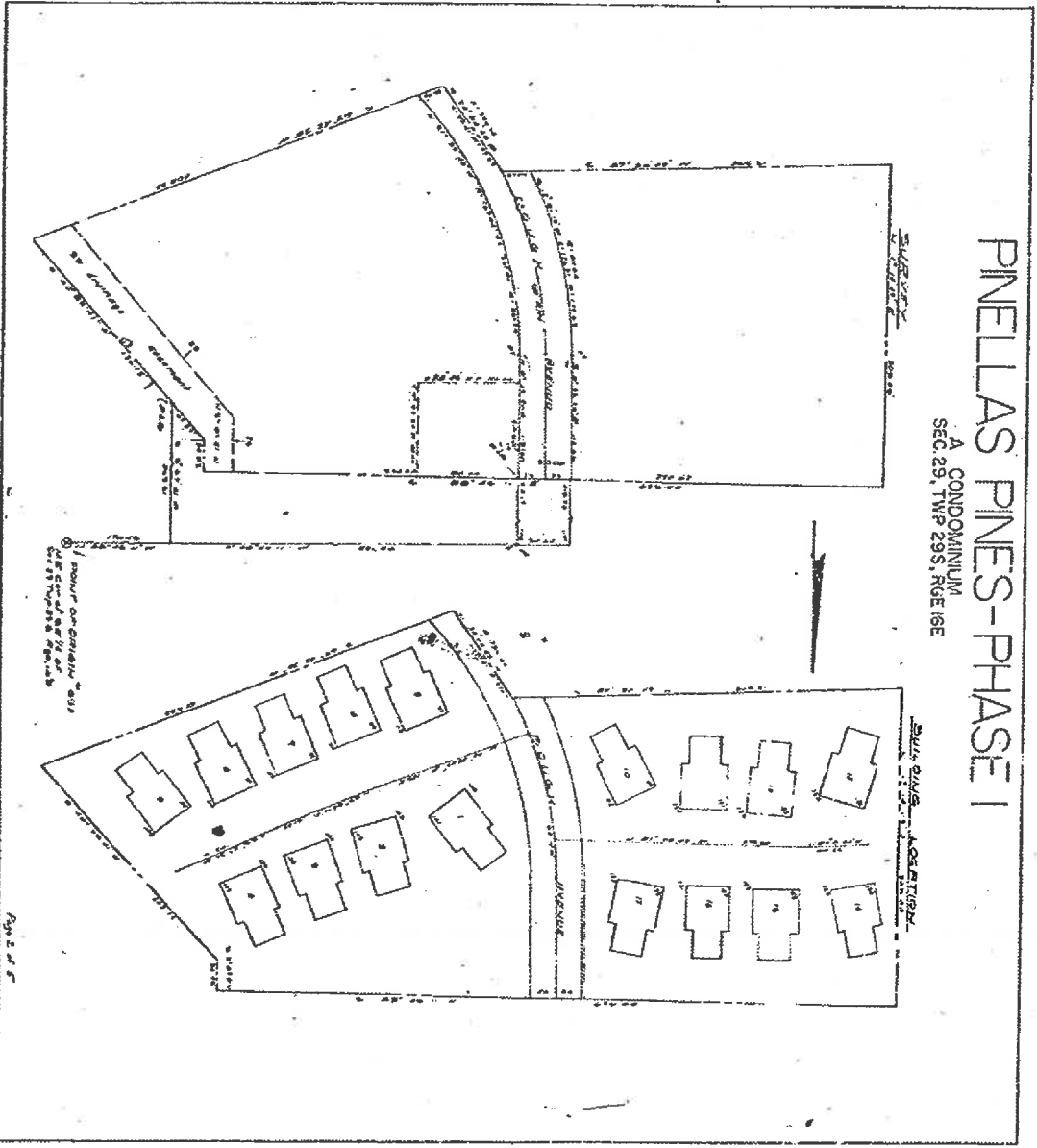
Richard Joseph
Richard Joseph

Wilborn Young, Center & Assoc. Inc.
Clearwater, Florida
Reg. 1455

Exhibit A
This document is a true and correct copy of the original as recorded in the public records of Pinellas County, Florida, and is being presented to you for your information. It is not intended to be a substitute for the original document and should not be used as such. If you have any questions regarding this document, please contact the office of the County Clerk, Pinellas County, Florida.

PINELLAS PINES - PHASE I

A CONDOMINIUM
SEC. 29, TWP 29S, RGE 16E



PINELLAS PINES - PHASE I

A CONDOMINIUM
SEC 29, TWP 29S, RGE 16 E

Final State Estimated Valuation - 1/1/04

Appt. No.	Unit No.	Area	Value	Cost
1	101	1,000 sq ft	100,000	80,000
2	102	1,000 sq ft	100,000	80,000
3	103	1,000 sq ft	100,000	80,000
4	104	1,000 sq ft	100,000	80,000
5	105	1,000 sq ft	100,000	80,000
6	106	1,000 sq ft	100,000	80,000
7	107	1,000 sq ft	100,000	80,000
8	108	1,000 sq ft	100,000	80,000
9	109	1,000 sq ft	100,000	80,000
10	110	1,000 sq ft	100,000	80,000
11	111	1,000 sq ft	100,000	80,000
12	112	1,000 sq ft	100,000	80,000
13	113	1,000 sq ft	100,000	80,000
14	114	1,000 sq ft	100,000	80,000
15	115	1,000 sq ft	100,000	80,000
16	116	1,000 sq ft	100,000	80,000
17	117	1,000 sq ft	100,000	80,000
18	118	1,000 sq ft	100,000	80,000
19	119	1,000 sq ft	100,000	80,000
20	120	1,000 sq ft	100,000	80,000
21	121	1,000 sq ft	100,000	80,000
22	122	1,000 sq ft	100,000	80,000
23	123	1,000 sq ft	100,000	80,000
24	124	1,000 sq ft	100,000	80,000
25	125	1,000 sq ft	100,000	80,000
26	126	1,000 sq ft	100,000	80,000
27	127	1,000 sq ft	100,000	80,000
28	128	1,000 sq ft	100,000	80,000
29	129	1,000 sq ft	100,000	80,000
30	130	1,000 sq ft	100,000	80,000
31	131	1,000 sq ft	100,000	80,000
32	132	1,000 sq ft	100,000	80,000
33	133	1,000 sq ft	100,000	80,000
34	134	1,000 sq ft	100,000	80,000
35	135	1,000 sq ft	100,000	80,000
36	136	1,000 sq ft	100,000	80,000
37	137	1,000 sq ft	100,000	80,000
38	138	1,000 sq ft	100,000	80,000
39	139	1,000 sq ft	100,000	80,000
40	140	1,000 sq ft	100,000	80,000
41	141	1,000 sq ft	100,000	80,000
42	142	1,000 sq ft	100,000	80,000
43	143	1,000 sq ft	100,000	80,000
44	144	1,000 sq ft	100,000	80,000
45	145	1,000 sq ft	100,000	80,000
46	146	1,000 sq ft	100,000	80,000
47	147	1,000 sq ft	100,000	80,000
48	148	1,000 sq ft	100,000	80,000
49	149	1,000 sq ft	100,000	80,000
50	150	1,000 sq ft	100,000	80,000
51	151	1,000 sq ft	100,000	80,000
52	152	1,000 sq ft	100,000	80,000
53	153	1,000 sq ft	100,000	80,000
54	154	1,000 sq ft	100,000	80,000
55	155	1,000 sq ft	100,000	80,000
56	156	1,000 sq ft	100,000	80,000
57	157	1,000 sq ft	100,000	80,000
58	158	1,000 sq ft	100,000	80,000
59	159	1,000 sq ft	100,000	80,000
60	160	1,000 sq ft	100,000	80,000
61	161	1,000 sq ft	100,000	80,000
62	162	1,000 sq ft	100,000	80,000
63	163	1,000 sq ft	100,000	80,000
64	164	1,000 sq ft	100,000	80,000
65	165	1,000 sq ft	100,000	80,000
66	166	1,000 sq ft	100,000	80,000
67	167	1,000 sq ft	100,000	80,000
68	168	1,000 sq ft	100,000	80,000
69	169	1,000 sq ft	100,000	80,000
70	170	1,000 sq ft	100,000	80,000
71	171	1,000 sq ft	100,000	80,000
72	172	1,000 sq ft	100,000	80,000
73	173	1,000 sq ft	100,000	80,000
74	174	1,000 sq ft	100,000	80,000
75	175	1,000 sq ft	100,000	80,000
76	176	1,000 sq ft	100,000	80,000
77	177	1,000 sq ft	100,000	80,000
78	178	1,000 sq ft	100,000	80,000
79	179	1,000 sq ft	100,000	80,000
80	180	1,000 sq ft	100,000	80,000
81	181	1,000 sq ft	100,000	80,000
82	182	1,000 sq ft	100,000	80,000
83	183	1,000 sq ft	100,000	80,000
84	184	1,000 sq ft	100,000	80,000
85	185	1,000 sq ft	100,000	80,000
86	186	1,000 sq ft	100,000	80,000
87	187	1,000 sq ft	100,000	80,000
88	188	1,000 sq ft	100,000	80,000
89	189	1,000 sq ft	100,000	80,000
90	190	1,000 sq ft	100,000	80,000
91	191	1,000 sq ft	100,000	80,000
92	192	1,000 sq ft	100,000	80,000
93	193	1,000 sq ft	100,000	80,000
94	194	1,000 sq ft	100,000	80,000
95	195	1,000 sq ft	100,000	80,000
96	196	1,000 sq ft	100,000	80,000
97	197	1,000 sq ft	100,000	80,000
98	198	1,000 sq ft	100,000	80,000
99	199	1,000 sq ft	100,000	80,000
100	200	1,000 sq ft	100,000	80,000

APPORT OF DEEDS - PHASE I

Building	Unit No.	Area	Cost
101	101	1,000 sq ft	80,000
102	102	1,000 sq ft	80,000
103	103	1,000 sq ft	80,000
104	104	1,000 sq ft	80,000
105	105	1,000 sq ft	80,000
106	106	1,000 sq ft	80,000
107	107	1,000 sq ft	80,000
108	108	1,000 sq ft	80,000
109	109	1,000 sq ft	80,000
110	110	1,000 sq ft	80,000
111	111	1,000 sq ft	80,000
112	112	1,000 sq ft	80,000
113	113	1,000 sq ft	80,000
114	114	1,000 sq ft	80,000
115	115	1,000 sq ft	80,000
116	116	1,000 sq ft	80,000
117	117	1,000 sq ft	80,000
118	118	1,000 sq ft	80,000
119	119	1,000 sq ft	80,000
120	120	1,000 sq ft	80,000
121	121	1,000 sq ft	80,000
122	122	1,000 sq ft	80,000
123	123	1,000 sq ft	80,000
124	124	1,000 sq ft	80,000
125	125	1,000 sq ft	80,000
126	126	1,000 sq ft	80,000
127	127	1,000 sq ft	80,000
128	128	1,000 sq ft	80,000
129	129	1,000 sq ft	80,000
130	130	1,000 sq ft	80,000
131	131	1,000 sq ft	80,000
132	132	1,000 sq ft	80,000
133	133	1,000 sq ft	80,000
134	134	1,000 sq ft	80,000
135	135	1,000 sq ft	80,000
136	136	1,000 sq ft	80,000
137	137	1,000 sq ft	80,000
138	138	1,000 sq ft	80,000
139	139	1,000 sq ft	80,000
140	140	1,000 sq ft	80,000
141	141	1,000 sq ft	80,000
142	142	1,000 sq ft	80,000
143	143	1,000 sq ft	80,000
144	144	1,000 sq ft	80,000
145	145	1,000 sq ft	80,000
146	146	1,000 sq ft	80,000
147	147	1,000 sq ft	80,000
148	148	1,000 sq ft	80,000
149	149	1,000 sq ft	80,000
150	150	1,000 sq ft	80,000
151	151	1,000 sq ft	80,000
152	152	1,000 sq ft	80,000
153	153	1,000 sq ft	80,000
154	154	1,000 sq ft	80,000
155	155	1,000 sq ft	80,000
156	156	1,000 sq ft	80,000
157	157	1,000 sq ft	80,000
158	158	1,000 sq ft	80,000
159	159	1,000 sq ft	80,000
160	160	1,000 sq ft	80,000
161	161	1,000 sq ft	80,000
162	162	1,000 sq ft	80,000
163	163	1,000 sq ft	80,000
164	164	1,000 sq ft	80,000
165	165	1,000 sq ft	80,000
166	166	1,000 sq ft	80,000
167	167	1,000 sq ft	80,000
168	168	1,000 sq ft	80,000
169	169	1,000 sq ft	80,000
170	170	1,000 sq ft	80,000
171	171	1,000 sq ft	80,000
172	172	1,000 sq ft	80,000
173	173	1,000 sq ft	80,000
174	174	1,000 sq ft	80,000
175	175	1,000 sq ft	80,000
176	176	1,000 sq ft	80,000
177	177	1,000 sq ft	80,000
178	178	1,000 sq ft	80,000
179	179	1,000 sq ft	80,000
180	180	1,000 sq ft	80,000
181	181	1,000 sq ft	80,000
182	182	1,000 sq ft	80,000
183	183	1,000 sq ft	80,000
184	184	1,000 sq ft	80,000
185	185	1,000 sq ft	80,000
186	186	1,000 sq ft	80,000
187	187	1,000 sq ft	80,000
188	188	1,000 sq ft	80,000
189	189	1,000 sq ft	80,000
190	190	1,000 sq ft	80,000
191	191	1,000 sq ft	80,000
192	192	1,000 sq ft	80,000
193	193	1,000 sq ft	80,000
194	194	1,000 sq ft	80,000
195	195	1,000 sq ft	80,000
196	196	1,000 sq ft	80,000
197	197	1,000 sq ft	80,000
198	198	1,000 sq ft	80,000
199	199	1,000 sq ft	80,000
200	200	1,000 sq ft	80,000

CERTIFICATION

I, the undersigned, being the duly qualified and authorized agent of the State of Florida, do hereby certify that the foregoing is a true and correct copy of the records of the State of Florida, as the same appear in the office of the State Comptroller of Public Accounts, at the date of this certification.

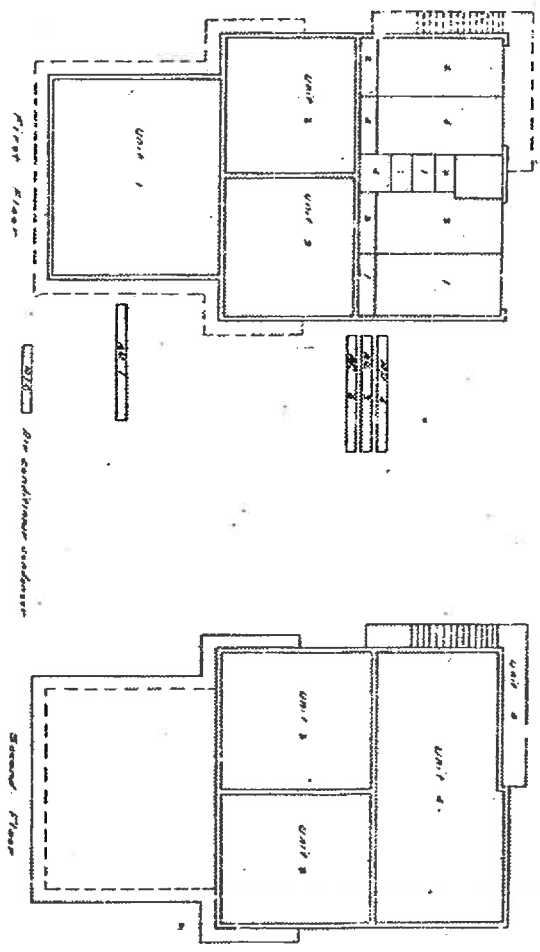
WILSON W. WEAVER, COMPTROLLER

By _____
Approved and signed on 1/1/04

PINELLAS PINES - PHASE I

A CONDOMINIUM
SEC. 29, TWP. 29S, RGE. 16E

Model B
Number: 1688, 67, 888, 94, 10, 11, 12



Condominium Restrictions of Common Areas
That portions of the party of area, storage space, mechanical
and electrical rooms, and other common areas, shall be used
only for the purposes intended and shall not be used for any
other purpose, and no structure shall be erected thereon.

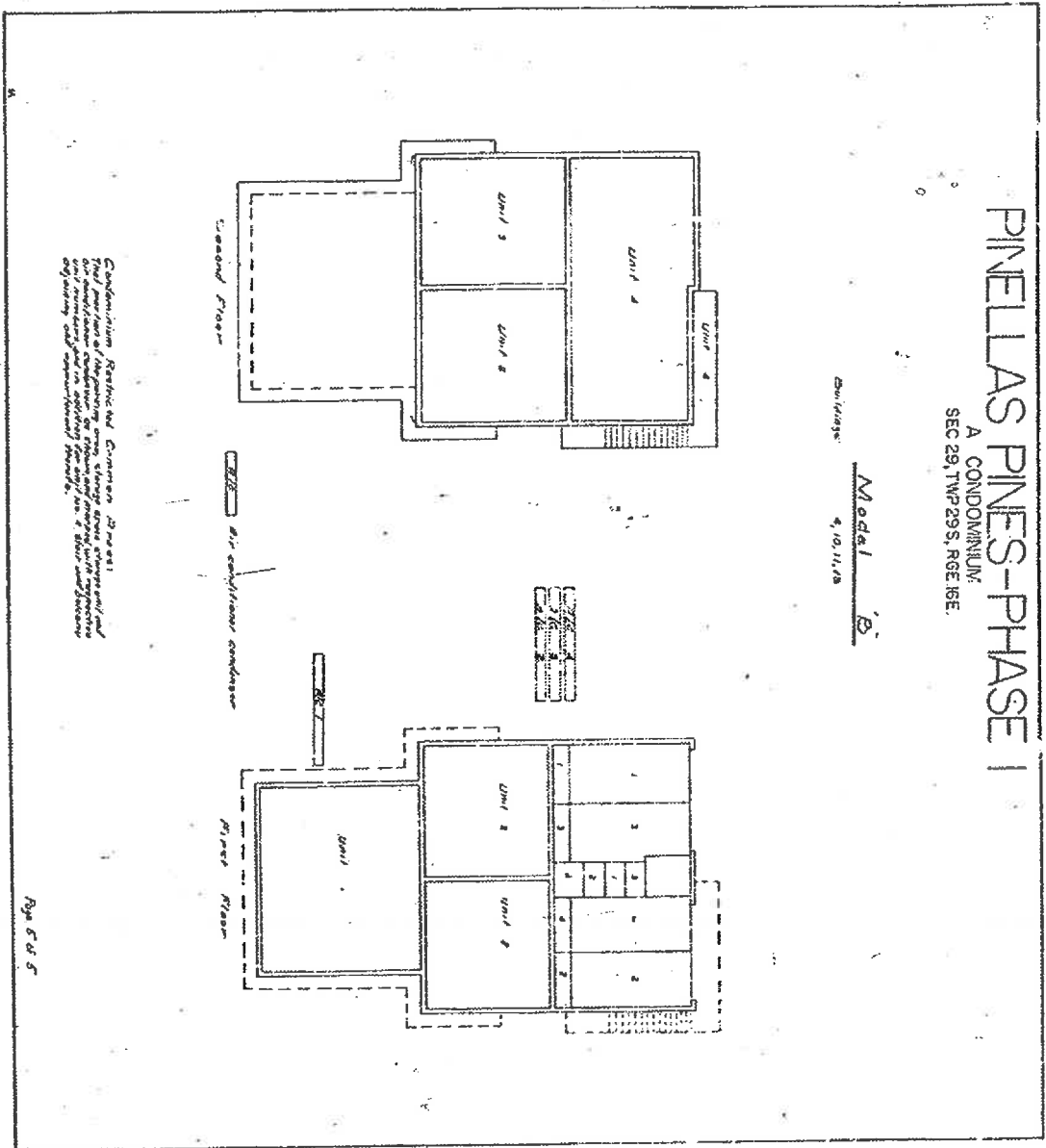
PINELLAS PINES-PHASE I

A CONDOMINIUM
SEC 29, TMP 29S, RGE 18E.

Amalgam

4/10/11/18

Model B



PINELLAS PINES

EUGENE H. BEACH - ARCHITECT
3005. GARDEN AVE CLEARWATER, FLA

FIRST GARDEN FLOOR PLAN

FIRST FLOOR PLAN

TYPICAL FLOOR PLAN

SECOND FLOOR PLAN

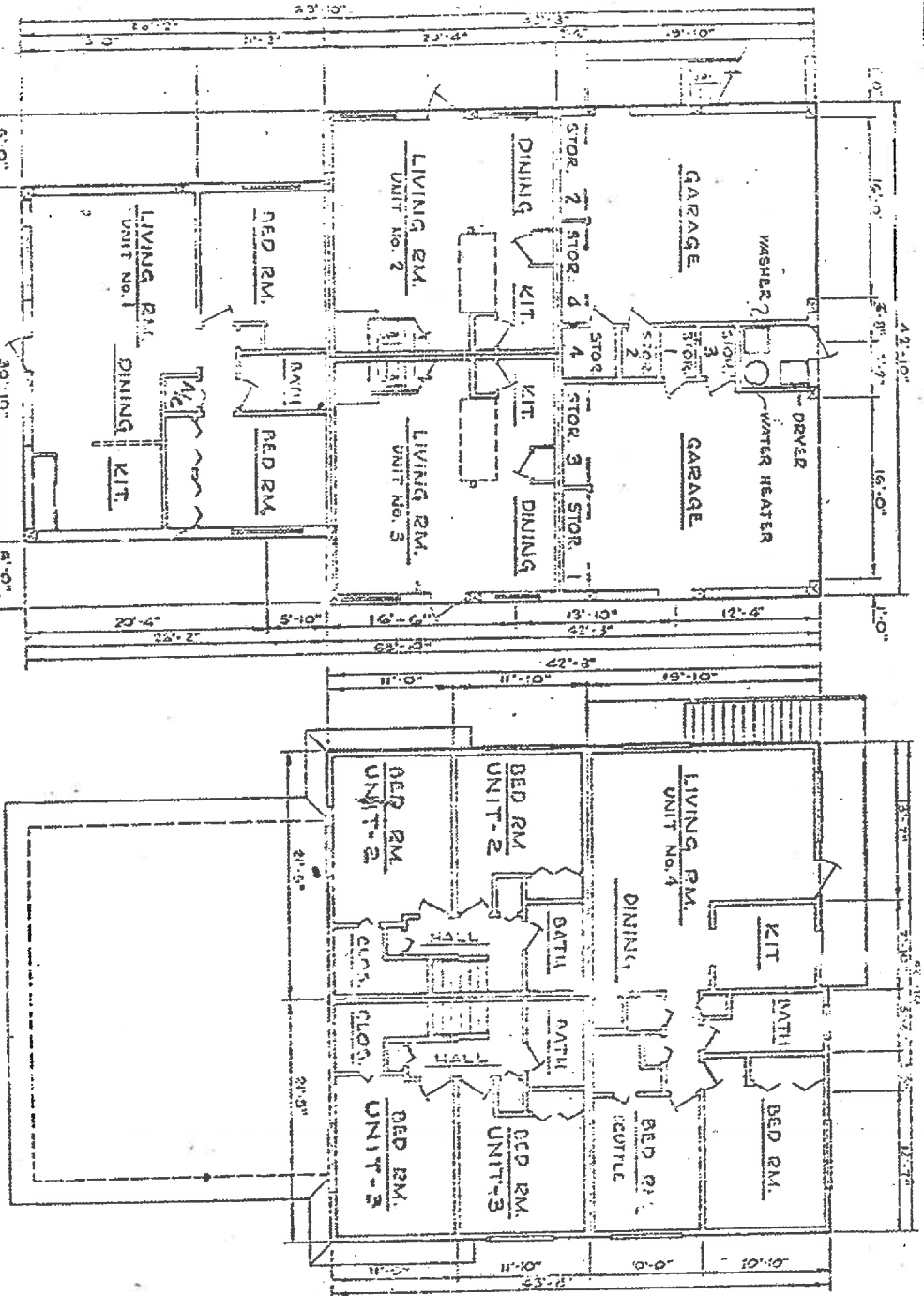


EXHIBIT B

r

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BYLAWS

PINELLAS PINES ASSOCIATION, INC.

A corporation not for profit under
the laws of the State of Florida

1. Identity. These are the Bylaws of Pinellas Pines Association, Inc., called Association in these Bylaws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on August 6, 1973. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 711, Florida Statutes 1963, as amended, called the Condominium Act in these Bylaws, which condominium is identified by the name PINELLAS PINES and is located upon the following lands in Pinellas County, Florida:

(See Appendix attached.)

1.1. The office of the Association shall be at 1825 Bough Avenue, Clearwater, Florida, until subsequently designated by the Board.

1.2. The fiscal year of the Association shall be the calendar year.

1.3. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

2. Members' meetings.

2.1. The annual members' meeting shall be held at the office of the corporation at 2:00 P. M., Eastern Standard Time, on the second Tuesday in February of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

EXHIBIT D

2.2. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the board of directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

2.3. Notice of all members' meetings stating the time and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

2.4. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the declaration of condominium, the Articles of Incorporation or these Bylaws.

2.5. Voting.

a. In any meeting of members the owners of units or apartments (which for the purposes of these Bylaws shall be synonymous) shall be entitled to cast one vote per unit.

b. If a unit is owned by one person his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the

vote for the unit shall be designated by a certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner of a unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

2.7. Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8. The order of business at annual members' meetings and as far as practical at other members' meetings, shall be:

- a. Election of chairman of the meeting
- b. Calling of the roll and certifying of proxies
- c. Proof of notice of meeting or waiver of notice
- d. Reading and disposal of any unapproved minutes
- e. Reports of officers
- f. Reports of committees
- g. Election of inspectors of election
- h. Election of directors
- i. Unfinished business
- j. New business
- k. Adjournment

2.9. Proviso. Provided, however, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of all of the units of the condominium, or until the Developer elects to terminate its control of the condominium, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the board of directors.

3. Directors.

3.1. Membership. The affairs of the Association shall be managed by a board of not less than three nor more than seven directors, the exact number to be determined at the time of election.

3.2. Election of directors shall be conducted in the following manner:

a. Election of directors shall be held at the annual members' meeting. At the first annual meeting the term of office of two directors shall be fixed for three years. The term of office for two directors shall be fixed at two years, and the term of office of any other directors shall be fixed at one year. The term of office of each director elected hereunder shall commence 60 days after the date of his election. At the expiration of the initial term of office of each respective director, his successor shall be elected to serve a term of three years. The directors shall hold office until their successors have been elected and hold their first meeting.

b. A nominating committee of five (5) members shall be appointed by the board of directors not less than 30 days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

c. The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

d. Except as to vacancies provided by removal of directors by members, vacancies in the board of directors occurring between annual meetings of members shall be filled by the remaining directors.

e. Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the board of directors so created shall be filled by the members of the Association at the same meeting.

f. Provided, however, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of all of the units of the condominium, or until July 15, 1975, or until Developer elects to terminate its control of the condominium, whichever shall first occur, the first directors of the Association shall serve, and in the event of vacancies the remaining directors shall fill the vacancies, and if there are no remaining directors the vacancies shall be filled by the Developer.

3.3. The organization meeting of a newly-elected board of directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.4. Regular meetings of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting.

3.5. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of 1/3 of the directors. Not less than 3 days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.6. Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.7. A quorum at directors' meeting shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board of directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

3.8. Adjourned meetings. If at any meeting of the board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.9. Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

3.10. The presiding officer of directors' meetings shall be the chairman of the board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer the directors present shall designate one of their number to preside.

3.11. The order of business at directors' meetings shall be:

- a. Calling of roll
- b. Proof of due notice of meeting
- c. Reading and disposal of any unapproved minutes
- d. Reports of officers and committees
- e. Election of officers
- f. Unfinished business
- g. New business
- h. Adjournment

3.12. Directors' fees, if any, shall be determined by the members.

4. Powers and duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by unit owners when such is specifically required.

5. Officers.

5.1. The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the board of directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not be also the Secretary or an Assistant Secretary. The board of directors from time to time shall elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

5.2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

5.3. The Vice President in the absence or disability of the President shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4. The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal.

keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.5. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

5.6. The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by members shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominium.

6. Fiscal management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1. Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

a. Current expense, which shall include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

b. Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

c. Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

d. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

6.2. Budget. The board of directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

a. Current expense, the amount for which shall not exceed 105% of the budget for this account for the prior year.

b. Reserve for deferred maintenance, the amount for which shall not exceed 105% of the budget for this account for the prior year.

c. Reserve for replacement, the amount for which shall not exceed 105% of the budget for this account for the prior year.

d. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements, the amount for which shall not exceed \$15,000.00, provided, however, that in the expenditure of this fund no sum in excess of \$2,500.00 shall be expended for a single item or purpose without approval of the members of the Association.

e. Operations, the amount of which may be to provide a working fund or to meet losses.

f. Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by unit owners entitled to cast not less than 75% of the votes of the entire membership of the Association; and further provided, however, that until the Developer of the condominium has

completed all of the contemplated improvements and closed the sales of all units, or until July 15, 1975, or until Developer elects to terminate its control of the condominium, whichever shall first occur, the board of directors may omit from the budget all allowances for contingencies and reserves.

g. Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1st preceding the year for which the budget is made. Any member having objections to the proposed budget shall make the same in writing and the Board shall afford such member an opportunity to be heard. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

6.3. Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due quarterly in the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and quarterly installments on such assessment shall be due upon each installment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the board of directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitation shall be subject to the approval of the membership of the Association as previously required in these by-laws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment if made on or after July 1st; and if made prior to July 1st, one-half of the increase shall be due upon the date of the assessment and the balance of the assessment upon the next July 1st. The first assessment shall be determined by the board of directors of the Association.

6.4. Acceleration of assessment installments upon default. If a unit owner shall be in default in the payment of an installment upon an assessment, the board of directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.5. Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the unit owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the unit owners concerned, the assessment shall become effective, and it shall be due after 30 days' notice in such manner as the board of directors of the Association may require in the notice of assessment.

6.6. The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the directors.

6.7. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1st of the year following the year for which the audit is made.

6.8. Fidelity bonds shall be required by the board of directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be not less than one-half of the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

7. Parliamentary rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these Bylaws.

8. Amendments. These Bylaws may be amended in the following manner:

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

8.2. A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by:

a. not less than 66-2/3% of the entire membership of the board of directors and by not less than 66-2/3% of the votes of the entire membership of the Association; or

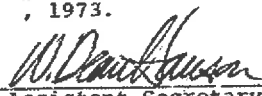
b. until the first election of directors, by all of the directors.


8.3. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Palm Beach County, Florida.

The foregoing were adopted as the Bylaws of Pinellas Pines Association, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on

, 1973.

Approved:


Assistant Secretary


President

APPENDIXDescription:

Commence at the Northeast corner of the Southeast 1/4 of Section 29, Township 29 South, Range 16 East, and run North 88° 45' 11" West a distance of 176.45 feet; thence run South 2° 07' 41" East a distance of 369.51 feet to the Point of Beginning; thence run South 40° 55' 41" East a distance of 196.19 feet; thence run South 69° 42' 30" West a distance of 408.36 feet to a point on a curve to the right; thence by a curve to the right having a radius of 386.64 feet; a chord bearing of North 34° 04' 48" West a distance of 97.41 feet, run an arc distance of 97.67 feet; thence run South 87° 30' 49" West a distance of 365.21 feet; thence run North 1° 14' 49" East a distance of 305.00 feet; thence run South 88° 45' 11" East a distance of 635.00 feet; thence run South 2° 07' 41" East a distance of 30.02 feet; thence run South 40° 55' 41" East a distance of 47.87 feet to the Point of Beginning.

Less the following described parcel

Commence at the Northeast corner of the Southeast 1/4 of Section 29, Township 29 South, Range 16 East, and run North 88° 45' 11" West a distance of 176.45 feet; thence run South 2° 07' 41" East a distance of 369.51 feet; thence run North 40° 55' 41" West a distance of 47.87 feet; thence run North 2° 07' 41" West a distance of 30.02 feet; thence run North 88° 45' 11" West a distance of 194.38 feet to the Point of Beginning; thence run South 0° 32' 20" West a distance of 90.00 feet; thence run South 88° 45' 11" East a distance of 100.00 feet; thence run North 0° 32' 20" West a distance of 90.00 feet; thence run North 88° 45' 11" West a distance of 100.00 feet to the Point of Beginning.

Subject to the included portion of the following described right-of-way:

Commence at the Northeast corner of the Southeast 1/4 of Section 29, Township 29 South, Range 16 East, and run North 88° 45' 11" West a distance of 492.45 feet to the Point of Beginning; thence run North 88° 45' 11" West a distance of 50.00 feet; thence run South 0° 32' 20" East a distance of 415.75 feet to a Point of Curvature; thence by a curve to the left having a radius of 411.64 feet, having a chord bearing of South 12° 51' 13" East, a distance of 176.31 feet, run an arc distance of 177.69 feet to a Point of Tangency; thence run North 87° 30' 49" East a distance of 27.44 feet to a Point of Curvature; thence by a curve to the left having a radius of 386.64 feet, having a chord bearing of South 34° 04' 48" East, a distance of 97.41 feet, run an arc distance of 97.96 feet to a Point of Tangency; thence run North 69° 42' 30" East a distance of 26.78 feet to a Point of Curvature; thence by a curve to the right having a radius of 361.64 feet, having a chord bearing of North 21° 39' 42" West, a distance of 261.01 feet, run an arc distance of 267.04 feet to a Point of Tangency; thence run North 0° 32' 20" West a distance of 414.19 feet to the Point of Beginning.

In Pinellas County, Florida and herein called "the land".

2

3



STATE OF FLORIDA
DEPARTMENT OF STATE



I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

PINELLAS PINES ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the State of Florida, filed on the 6th day of August, A.D., 1973, as shown by the records of this office.

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 6th day of August, A.D., 1973.



Richard Stone

SECRETARY OF STATE

EXHIBIT C

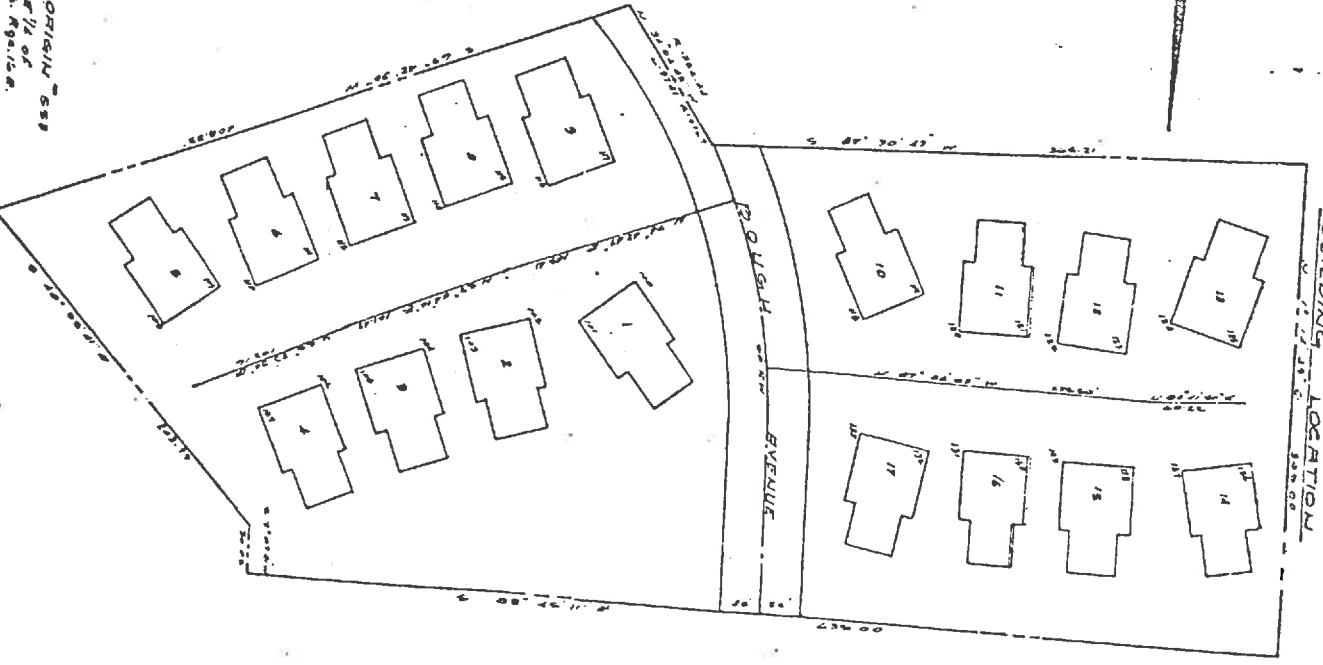
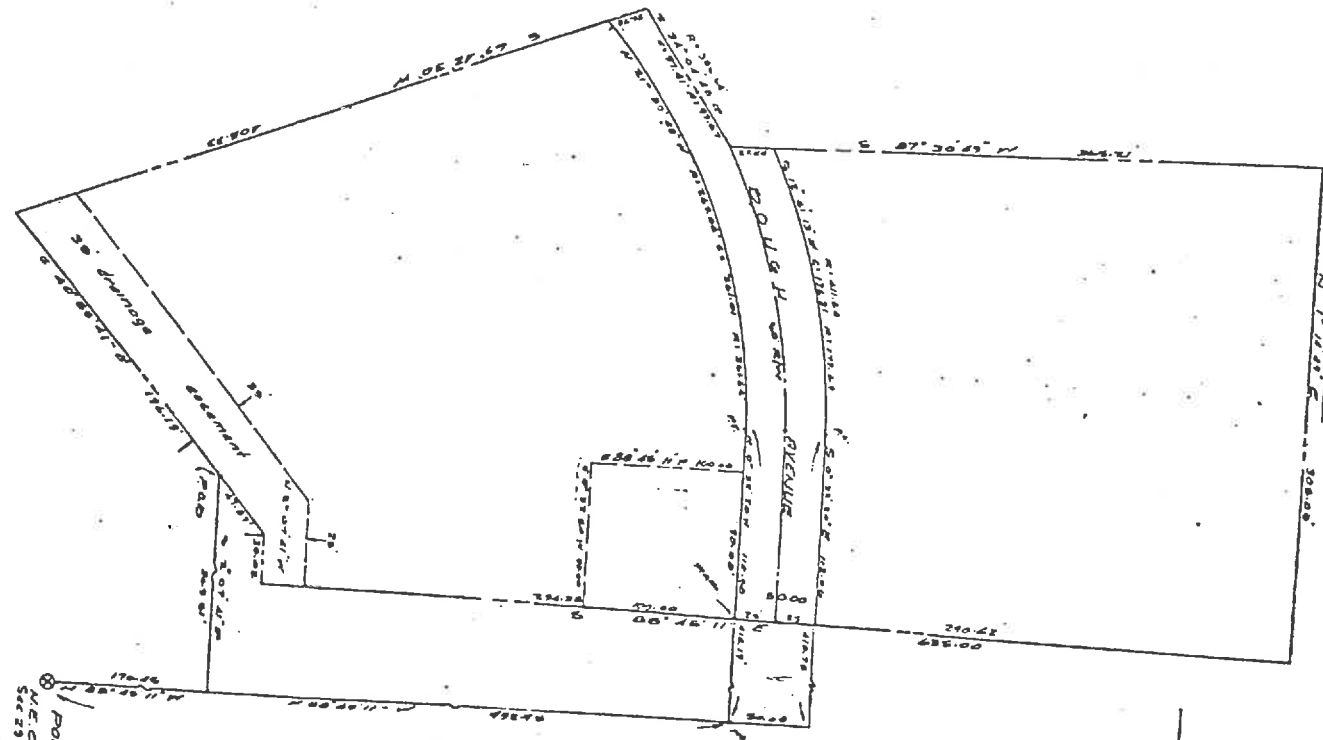


PINELLAS PINES - PHASE I

A CONDOMINIUM
SEC. 29, TWP 29S, RGE 16E

SURVEY
N 17° 28' 5" E 306.00'

BUILDING LOCATION
S 17° 28' 5" E 306.00'



4066 page 1745

PINELLAS PINES - PHASE 1
 A CONDOMINIUM
 SEC. 29, TWP. 29S, RGE. 16 E

BUILDING ELEVATION LOCATION - PHASE 1

Sty. No.	Fin Fin Elev	Lower No.	Upper No.	East
1		100	7560.60	8060.42
2		101	7605.53	8005.25
3		102	7604.54	8035.53
4		103	7616.70	8074.60
5		104	7625.55	8097.29
6		105	7635.56	8138.46
7		106	7643.63	8159.11
8		107	7646.26	8158.54
9		108	7648.52	8259.62
10		109	7653.53	8224.47
11		110	7650.38	8202.40
12		111	7675.22	8163.43
13		112	7645.88	8143.79
14		113	7643.84	8104.88
15		114	7653.58	8086.62
16		115	7623.53	8046.87
17		116	7624.37	8022.76
18		117	7508.23	8088.34
19		118	7681.66	8146.67
20		119	7675.22	8147.02
21		120	7525.35	8124.57
22		121	7595.76	8123.68
23		122	7637.80	8104.35
24		123	7601.72	8064.70
25		124	7581.82	8034.78
26		125	7634.03	8033.76
27		126	7644.29	8083.27
28		127	7671.67	8045.48
29		128	7670.50	8043.47
30		129	7667.61	8111.25
31		130	7667.61	8160.08
32		131	7661.79	8160.62
33		132	7661.79	8223.70

POINT OF ORIGIN - PHASE 1

Building Number	Point of Origin	North	East
1-17	553	8053.10	8325.38

CERTIFICATION:

This plan together with the working in the Declaration of Condominium, and suitable attached sheets and a correct representation of the actual improvements described, and their location as determined therefrom the identity, location, dimensions, and site of the common elements and of each condominium unit, CERTIFIED TO MAXSON CONSTRUCTION COMPANY, dated in Pinellas County, Florida, this 17th day of 1973.

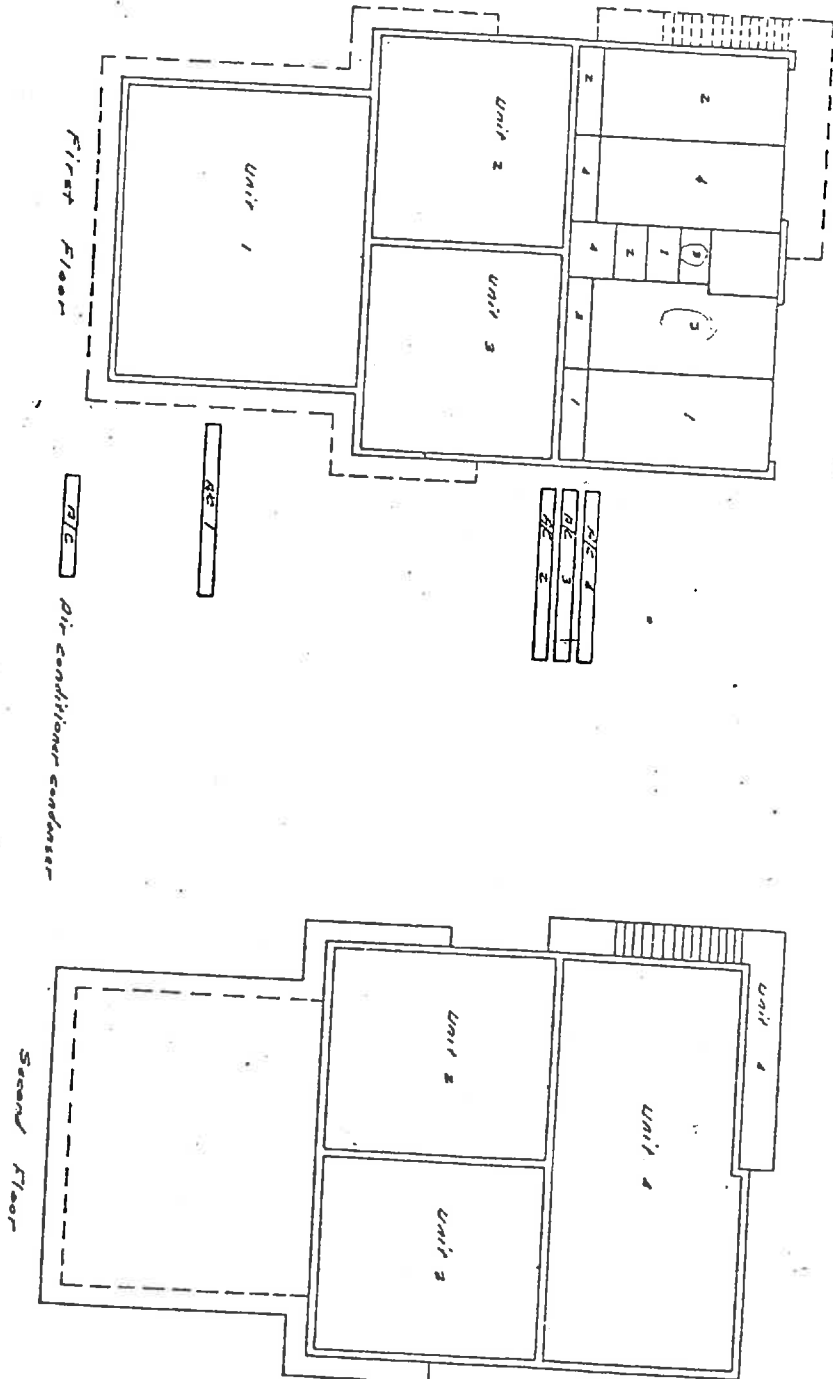
HILBOLD, WERNER, CRUTER
 193506. INC.

By: Richard Joseph Young

PINELLAS PINES - PHASE I

A CONDOMINIUM
 SEC. 29, TWP. 29S, RGE. 16E

Building 15, 16, 17, 18, 19, 20
 Model JA

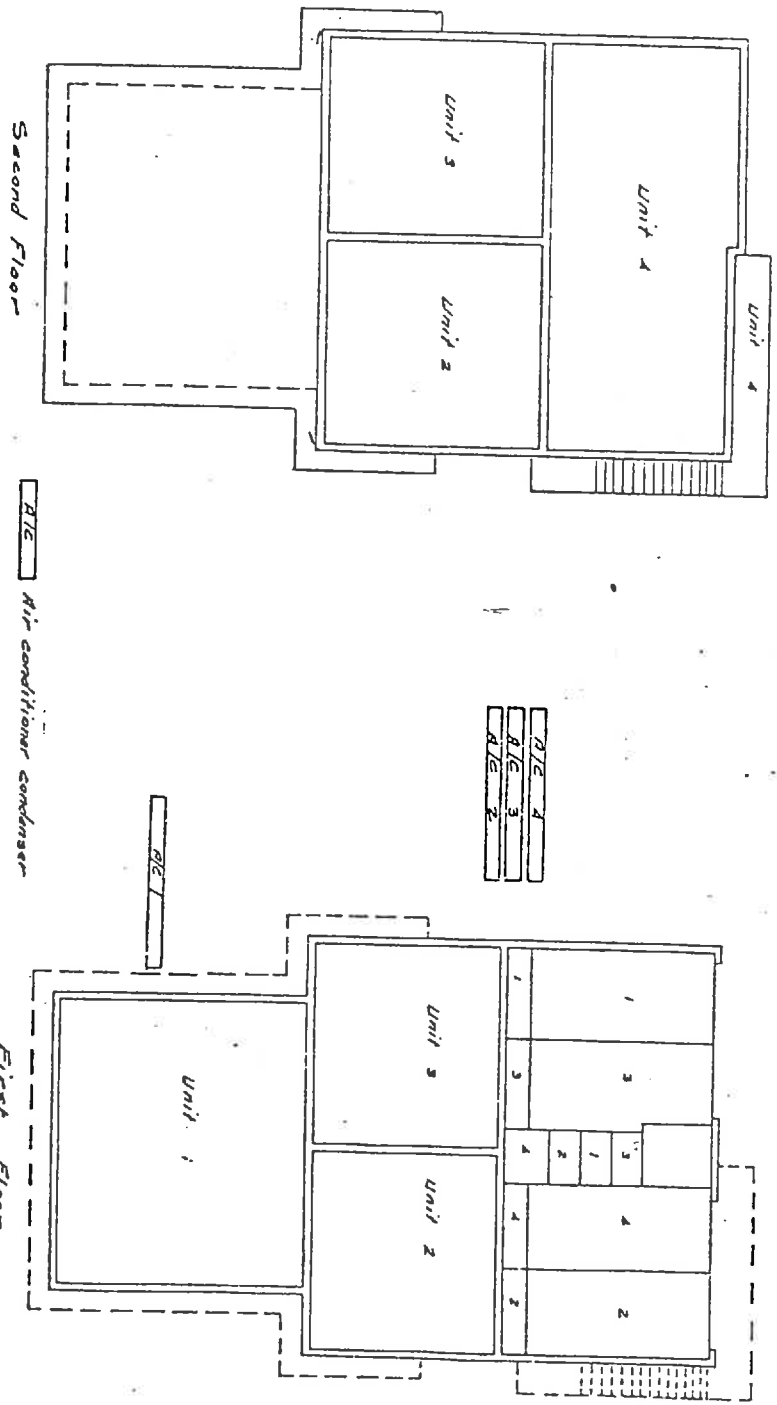


Condominium Restricted Common Areas:
 That portion of the parking area, storage space, transportation air conditioner condenser, and mechanical units, and marked with respective unit numbers and in addition to unit No. 4, stairs and lockers adjoining and open to the street.

PINELLAS PINES--PHASE I

A CONDOMINIUM
 SEC. 29, TWP. 29S, RGE. 16E.

Buildings: Model 'B'
 4, 10, 11, 12



Condominium Restricted Common Areas:
 That portion of the parking area, storage space, ramp, and
 air conditioner condenser on showing map, with respective
 unit numbers, and in addition the mail room, stairs and balcony
 adjoining and appurtenant thereto.

