

ORIG

CASA PRIMA

CONDOMINIUM DOCUMENTS

OR 4597 P 1045-1093

PINELLAS COUNTY

CASA PRIMA APARTMENTS,
A CONDOMINIUM

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

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

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

SUMMARY

THIS CONDOMINIUM IS CREATED AND BEING SOLD ON FEE SIMPLE INTERESTS.

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

THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.

THE MANAGEMENT, MAINTENANCE AND OPERATION OF THE CONDOMINIUM PROPERTY WILL BE ARRANGED FOR BY THE ASSOCIATION BY WAY OF INDEPENDENT CONTRACTS. THE DECLARATION OF CONDOMINIUM AND ARTICLES OF INCORPORATION FURTHER RESERVE THE RIGHT IN THE ASSOCIATION TO ENTER INTO A TOTAL MAINTENANCE CONTRACT.

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

THE SALE, TRANSFER OR CONVEYANCE OF YOUR UNIT IS RESTRICTED OR CONTROLLED.

THERE ARE NO WARRANTIES UNLESS THEY ARE EXPRESSLY STATED IN WRITING BY THE DEVELOPER.

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These documents contain no provision relating to ownership or control by any person, other than unit owners or an association of any part of that condominium property which will be used by the unit owners as a mandatory condition of unit ownership.

PROSPECTUS

CASA PRIMA APARTMENTS, A CONDOMINIUM
1859 Shore Drive South
South Pasadena, Florida

BUILDING SCHEDULE:

There is 1 building and 30 units which comprises all the units and buildings of Casa Prima Apartments, a Condominium.

<u>No. of Units</u>	<u>No. of Bedrooms</u>	<u>No. of Baths</u>
18	2	2
12	1	1

PLOT PLAN:

A copy of the Plot Plan and Survey may be found at Pages 35 & 66 of this Prospectus.

COMPLETION DATE:

Construction of Casa Prima Apartments, a Condominium, is complete.

RECREATION FACILITIES:

The maximum number of units using recreation facilities is 30.

OWNERSHIP:

THIS CONDOMINIUM IS BEING CREATED AND SOLD ON FEE SIMPLE INTERESTS.

RECREATION/COMMONLY USED FACILITIES

<u>Item</u>	<u>Location</u>	<u>Floor Area</u>	<u>Capacity</u>
Swimming Pool	Southeasterly Corner of the Property	406.85'	27.1
Laundry Room	2nd Floor	215.33'	14.3
Storage Rooms	2 on each Floor	56.89'	3.8
Elevator	Middle of Each Floor	26.00'	2.0
Stairwells	1 at Each End of Floor	189.28'	12.6
Mechanical Equipment Room	1st Floor middle of building	215.33'	14.3
Maintenance Storage Room	3rd Floor Middle of building	215.33'	14.3
Pool Patio	Southeasterly Corner of the Property	633.37'	42.2

PERSONAL PROPERTY IN THE RECREATION FACILITY:

There is no personal property in the commonly used or recreation facilities.

COMPLETION DATE AND GENERAL STATEMENT OF RECREATION FACILITIES:

The recreation facilities at Casa Prima Apartments, a Condominium, are complete. The Developer will not be providing additional recreational facilities. No recreation facilities will be used in common with other condominiums.

THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT TO THE ASSOCIATION OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP OR REPAIR OF THE CONDOMINIUM. THE UNIT OWNERS FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN, BY THE ASSOCIATION.

The lien rights are provided for in Paragraph 14 of the Declaration of Condominium, a copy of which is found as Exhibit 1, Page 17 of this Prospectus, and Article XI of the By-Laws as found as Exhibit 4 to this Prospectus.

THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE:

The Developer reserves the right prior to sale, to lease each unit in the Casa Prima Apartments, a Condominium, upon such terms as he deems fit and proper.

MANAGEMENT, MAINTENANCE AND OPERATION OF THE CONDOMINIUM PROPERTY:

The Management, Maintenance and Operation of the Condominium Property will be arranged for by the Association by way of independent contracts. The Declaration of Condominium and Articles of Incorporation further reserve the right in the Association to enter into a total maintenance contract.

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD (SEE ARTICLE II, SECTION 4 OF THE BY-LAWS FOUND AS EXHIBIT 4 TO THIS PROSPECTUS).

THE SALE, TRANSFER OR CONVEYANCE OF YOUR UNIT IS RESTRICTED OR CONTROLLED.

The provisions for control are found in Paragraph 18 of the Declaration of Condominium, a copy of which is found as Exhibit 1 of this Prospectus.

CONVERSION INFORMATION:

Construction of Casa Prima Apartments, a Condominium, was completed on August 26, 1971.

The prior use of this Condominium was an apartment complex known as Casa Prima Apartments.

The roof, mechanical, electrical, plumbing and structural elements of the condominium are in good working order and repair. A statement as to the condition of the roof, electrical, plumbing and structural elements of the condominium is attached as Exhibit 9 to this Prospectus.

A termite inspection report by a certified pest control operator is attached to this Prospectus as Exhibit 10, which shows that there is no termite damages or infestation in the condominium.

THERE ARE NO WARRANTIES UNLESS THEY ARE EXPRESSLY STATED IN WRITING BY THE DEVELOPER.

RESTRICTIONS ON THE PURCHASERS USE OF THE CONDOMINIUM PARCEL:

1. Automobiles will be parked only in the areas designated by the Association.
2. Boats, trailers, campers, golf carts, motorcycles or vehicles longer than passenger cars will not be permitted to be kept in the Condominium.
3. All Unit Owners shall keep and maintain their respective units in good condition and repair and shall promptly pay for all utilities which are separately metered to the unit.

4. All common areas shall be kept free for their intended use by the Unit Owners and no articles belonging to the Unit Owners shall be kept in the common area.
5. Each unit shall be used only for the purpose of a single family residence and no children under age SIXTEEN (16) may reside in the residence.
6. No clothing, bedding or similar items shall be dried or aired in any outdoor area, nor shall any such items be hung over or on porches.
7. Prior written approval is needed from the Association for harboring any animal or pet.
8. No exterior painting or additions such as doors or lighting fixtures or any interior alterations may be made without the express prior written approval of the Association.
9. No occupant may make or permit any disturbing noises in the building or on the Condominium property, whether made by himself, his family, friends, guests or servants, nor do or permit anything to be done by such persons that would interfere with the rights, comforts, or other conveniences of other occupants. No occupant may play or suffer to be played any musical instrument, phonograph, radio or television set in his apartment or on the Condominium property between the hours of 11:00 p.m. and the following 8:00 a.m. if the same shall in any manner disturb or annoy the other occupants of the Condominium.
10. Disposition of garbage and trash shall be only by use of garbage disposal units, or by use of receptacles supplied by the Association.
11. Each apartment may identify its occupant by a name plate of a type and size approved by the Association or management corporation and mounted in a place and manner so approved.
12. No signs, advertising, or notices of any kind or type, whatsoever, including but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on the exterior of any apartment; nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any apartment.

13. Each owners has the right to sell or lease his apartment provided that the proposed purchaser, or lessee, is first approved by the Association. Each new owners shall be bound by the provisions of the Association and these Rules and Regulations.
14. All official notices of the Association or management corporation, if utilized, shall bear the signature of the President and the official seal of the said Association and/or management corporation.
15. Children shall not be permitted to loiter or play on the parking areas or any other common areas.
16. All damage to the project caused by the moving and/or carrying of articles therein, shall be paid by the Unit Owner or person in charge of such articles.
17. Soliciting is strictly forbidden. It is requested that owners notify the Association if a solicitor appears and appropriate action will be taken.
18. Swimming in any lakes, ponds, streams or other bodies of water is prohibited at all times.
19. These Rules and Regulations are subject to modification by the Association in accordance with the By-Laws set forth in the Declaration of Condominium.

UTILITY NEEDS:

THE UTILITY NEEDS AND OTHER SERVICES WILL BE MET BY:

ELECTRIC	-	FLORIDA POWER
WATER	-	CITY OF ST. PETERSBURG
SEWER	-	CITY OF ST. PETERSBURG
TRASH	-	PRIVATE COMPANIES
TELEPHONE	-	GENERAL TELEPHONE CO. OF FLORIDA
STORM DRAINAGE	-	NATURAL RUNOFF

APPORTIONMENT OF COMMON EXPENSES AND OWNERSHIP OF COMMON ELEMENTS:

Each unit owners interest in the common elements is determined by the following formula:

Square footage of Individual
Condominium Unit

Total Square footage of all
Condominium Units

Determination of Common Expenses:

Apportionment of common
expenses is based on an
assigned percentage tied
to the type of apartment
owned:

1 bedroom - 2.38%
2 bedroom - 3.81%
2 bedroom - 4.29%

Estimated Closing Expenses:

The Developer will pay for the following costs:

Intangible Tax on mortgage
Documentary stamps on mortgage
Up to two (2) points on any loan
origination fee
All recording fees
All state stamps on the Deed
Title Insurance policy

The Unit Owners will pay for a proration of the closing
month's maintenance.

Identity of Developer:

CASA PRIMA CORPORATION is a Florida corporation. The
principal officer and Director of the Corporation is ROBERT
A. FORLIZZO, an Attorney, licensed to practice law in the
State of Florida.

DECLARATION OF CONDOMINIUM OWNERSHIP OF
CASA PRIMA APARTMENTS
A CONDOMINIUM

This is a Declaration of Condominium made this 1st day of July, 1977 by CASA PRIMA CORPORATION, a Florida corporation, hereinafter referred to as the "Developer" for itself and its successors, grantees and assigns.

WITNESSETH:

WHEREAS, CASA PRIMA APARTMENTS, a Florida partnership, owns certain real property under contract to sell to the Developer and

WHEREAS, the Developer is under contract to buy that certain property from the owner and

WHEREAS, upon a consummation of the contract for the sale of the property Developer will own certain real property and

WHEREAS, Developer will convert on said real property multi-unit rental apartment buildings and related facilities into multi-unit condominium apartment buildings and related facilities and

WHEREAS, Developer desires to submit said real property and said apartment buildings with related facilities to condominium ownership, all pursuant to Chapter 718, Florida Statutes, as amended (1976), known as the Condominium Act;

NOW, THEREFORE, the said CASA PRIMA CORPORATION hereby makes the following declarations:

1. PROPERTY: The property described on Exhibit "A" and attached hereto and hereinafter referred to as "condominium property", is hereby submitted to condominium ownership together with all improvements erected or installed on said land, including one (1) building containing thirty (30) units and related facilities.

2. NAME: The condominium is to be identified by the name of CASA PRIMA APARTMENTS, A CONDOMINIUM.

3. DEFINITIONS: For all purposes in this Declaration and for all purposes in the Articles of Incorporation and By-Laws of CASA PRIMA APARTMENTS ASSOCIATION, INC., a Florida non-profit corporation, the following words shall have the definitions as hereinafter stated, to wit:

(a) Assessment means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

(b) Association means the entity responsible for the

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operation of a condominium.

(c) Board of Administration means the Board of Directors or other representative body responsible for the administration of the association.

(d) By-Laws means the By-Laws for the government of the condominium as they exist from time to time.

(e) Common elements means the portions of the condominium property not included in the units.

(f) Common expenses means the expenses for which the unit owners are liable to the Association.

(g) Common surplus means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.

(h) Condominium is that form of ownership of condominium property under which units are subject to ownership by one or more owners, and there is appurtenance to each unit as part thereto an undivided share in the common elements.

(i) Condominium parcel means a unit together with the undivided share in the common elements which is appurtenant to the unit.

(j) Condominium property means and includes the lands that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

(k) Declaration, or declaration of condominium means the instrument or instruments by which a condominium is created, and such instrument or instruments as they are from time to time amended.

(l) Developer means an entity who creates a condominium or who offers condominium parcels owned by him for sale or lease in the ordinary course of business, except that the term developer shall not include the owners or lessees of units in condominiums who offer the units for sale or lease or their leasehold interests for assignment, when they have acquired or leased the units for their own occupancy. The definition shall be construed liberally to accord substantial justice to a unit owner or lessee.

(m) Operation, or operation of the condominium means and includes the administration and management of the condominium property.

(n) Unit means a part of the condominium property which is to be subject to private ownership. A unit may be in improvements, land, or land and improvements together, as specified in this declaration.

(o) Unit owner or owner of a unit means the owner of a condominium parcel.

(p) Residential condominium means a condominium comprising condominium units any of which are intended for use as a

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private residence, domicile or homestead.

(q) Member means an owner of a condominium parcel who is a member of CASA PRIMA APARTMENTS ASSOCIATION, INC., a Florida non-profit membership corporation, hereinafter referred to as the "Association".

(r) Voting members means that members designated by the owner or owners of a vested present interest in a single condominium parcel, (as recorded in the public records of Pinellas County, Florida), the designation of whom shall be by statement filed with the Secretary of the Association, in writing, signed under oath, and who shall continue to cast the vote for all such time as another person is properly designated as the voting member by those persons or entities owning the majority interests in such single condominium parcels by a similar written, sworn statement filed with the Secretary.

(s) Institutional mortgages means a bank, a federal savings and loan association, a state savings and loan association, an institutional investor, mortgage banker, insurance company, and/or a real estate investment trust holding a mortgage on one or more condominium parcels.

4. IDENTIFICATION: The condominium units and all other improvements constructed on the condominium property are set forth in the plat attached as Exhibit "D". The construction of the improvement described thereon is sufficiently complete so that such material, together with the wording of this Declaration is a true and correct representation of the improvements described, and there can be determined therefrom the identification, location and dimensions of the common elements and of each unit. Each condominium unit is identified by a number as shown on the plat attached hereto so that no unit bears the same designation as does any other unit.

5. CHANGES IN PLANS AND SPECIFICATIONS: The Developer is hereby authorized to make whatever changes it may deem necessary in the plans and specifications of said condominium improvements.

6. DEVELOPER'S UNITS AND PRIVILEGES:

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

(b) The Developer owning condominium units offered for sale shall be excused from the payment of the share of the common expenses and assessments related thereto for a period subsequent to the recording of the Declaration of Condominium and terminating not later than the first day of the fourth calendar month following the month in which such declaration is recorded, or for a period terminating with the first day of the month of the

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third succeeding calendar month after the closing of the purchase and sale of any condominium unit within the condominium to an owner who is not the Developer, the nominee of the Developer, or a substitute or alternative Developer, whichever shall be the later date provided that the Developer shall be obligated to pay that portion of the common expenses incurred during that period which exceeds the amount assessed against other unit owners.

7. COMMON ELEMENTS: Common elements as hereinabove defined shall include within its meaning the following items:

(a) The land on which the improvements are located and any other land included in the condominium property whether or not contiguous.

(b) All parts of the improvements which are not included within the units.

(c) Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements.

(d) An easement of support in every portion of a unit which contributes to the support of a building.

(e) Installations for the furnishing of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation.

(f) The property and installations in connection therewith required for the furnishing of services to more than one condominium unit or to the common elements.

(g) The common elements designated by this declaration may be enlarged by an amendment to this declaration that includes the description of land owned by the Association and submits the land to the terms of this Declaration. The amendment shall be approved and executed in the manner required by this Declaration, and shall be executed by the Association. Such an amendment shall vest the title in the unit owners, without naming them and without further conveyance, in the same undivided shares as the undivided shares in the common elements that are appurtenant to the units owned by them.

(h) An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

(i) An undivided share in the common elements.

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

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

(l) The exclusive right to use such portion of the common elements as may be provided by this Declaration.

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

101	2.569%	201	2.569%	301	2.569%
102	2.874%	202	2.874%	302	2.874%
103	2.731%	203	2.731%	303	2.731%
104	2.731%	204	2.731%	304	2.731%
105	3.626%	205	3.626%	305	3.626%
106	3.626%	206	3.626%	306	3.626%
107	3.626%	207	3.626%	307	3.626%
108	3.626%	208	3.626%	308	3.626%
109	4.151%	209	4.151%	309	4.151%
110	3.774%	210	3.774%	310	3.774%

9. COMMON EXPENSES AND COMMON SURPLUS:

(a) Common expenses shall include the expenses of the operation, maintenance, repair, or replacement of the common elements, costs of carrying out the powers and duties of the Association, and any other expense designated as common expense by the law, this Declaration or the By-Laws.

(b) Common expenses shall be shared in accordance with an assigned percentage which is tied to the type of apartment owned:

1 bedroom - 2.38%
2 bedroom - 3.81%
2 bedroom - 4.29%

It is understood that this shall include the expenses in connection with any assessments, insurance and all other expenditures for which the Association shall be responsible.

(c) The common surplus shall be owned by units' owners in the share as provided in paragraph 9 (b) above.

10. GOVERNING BODY: The affairs of the condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation shall be CASA PRIMA APARTMENTS ASSOCIATION, INC., hereinafter called the "Association". The Articles of Incorporation are attached hereto and made a part hereof by reference and marked as Exhibit "C", and the By-Laws of the Association are attached hereto and made a part hereof by reference and marked Exhibit "B".

11. THE ASSOCIATION: The Developer and all persons hereafter owning condominium parcels (owners) whose interest is evidenced by

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the recordation of a proper instrument in the public records of Pinellas County, Florida, shall automatically be members of the Association and such membership shall automatically terminate when such persons have divested themselves of such interest.

An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote, which vote shall be cast by the voting member.

There shall not be more than thirty (30) voting members at any one time and each may cast one (1) vote. A person or entity owning more than one (1) condominium parcel may be designated as a voting member for each such condominium parcel which he owns.

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

12. AMENDMENT OF DECLARATION:

(a) This Declaration may be amended by affirmative vote of three-fourths (3/4) of the condominium parcels at a meeting duly called for such purpose pursuant to the By-Laws; provided, however, that no amendment shall be made which shall in any manner impair the security of an institutional mortgagee having a mortgage or other lien against any one or more condominium parcels, or any other record owners of liens thereon; save and except if such amendment is for the purpose to correct an error or omission in this Declaration of Condominium or in other documentation required by law to establish the condominium form of ownership, then such amendment shall nevertheless be effective when duly passed by an affirmative vote of fifty-one (51%) percent of the members of the Association present or represented by written proxy in accordance with the By-Laws, and recorded among the public records of Pinellas County; provided, however, that the property rights of the owners are not materially and/or adversely affected by such amendment.

(b) However, no amendment shall change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to such unit, nor change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus, unless the record owner thereof and all record owners of liens thereon shall join in the execution of the amendment. If it shall appear through scrivener's error that a unit has not been designated an appropriate undivided share of the common elements or that all of the common expenses or interest in the common surplus or all other common elements in the condominium have not been distributed in the Declaration, such that the sum total of the shares of common elements which have been distributed or the sum total of the shares of the common expenses of ownership of common surplus fail to equal one hundred (100%) percent (or if it shall appear that through such error more than one hundred (100%) percent of common elements or common expenses or ownership of the common surplus shall have been distributed) such error may be corrected by the filing of an amendment to this Declaration executed by the Association, the owners of the units and the owners of liens thereon for which modification in the shares of common elements or shares of common expenses or the common surplus are being made. No other unit owner shall be required to join in or execute such an amendment.

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

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14. ASSESSMENT, LIABILITY, MAINTENANCE, LIEN AND PRIORITY INTEREST, COLLECTION: Common expenses shall be assessed against each condominium parcel of the Association as provided in paragraphs 8 and 9 above, including those expenses which may be incurred for services which have been contracted by the Association.

Every assessment, regular or special, made hereunder, and costs incurred in collecting the same, including reasonable attorney's fees, shall be paid by the unit owner when due.

Failure to pay any assessment when due shall entitle the Association to the right to record and foreclose a Claim of Lien as set forth in Chapter 711.15, Florida Statutes. All assessments which are not paid shall bear interest at the highest rate allowed by law to charge to individuals in the State of Florida.

When the institutional mortgagee of a first mortgage forecloses his first mortgage, said first mortgagee acquiring title shall not be liable for assessments chargeable to the former unit owner which came due prior to acquisition of title by the said first mortgagee, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share shall be deemed a common expense, collectible from all owners including the acquirer of title through foreclosure.

15. MAINTENANCE: The responsibility for the maintenance of the condominium units, parcels and common elements as it may apply hereafter, shall be as follows:

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

(1) All portions of the units, except interior wall surfaces, contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building and load bearing columns.

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

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

Additionally, the Association shall, at its own expense:

(1) use and expend the assessments collected, to maintain, care for and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the unit owners, including assessment for reserves or betterments.

(2) purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.

(3) enter into and upon the units when necessary and with as little inconvenience to the owners as possible in connection with such maintenance, care and preservation.

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(4) insure and keep insured said condominium property in the manner set forth in the Declaration against loss from fire and/or other casualty, and unit owners against public liability and to purchase such other insurance as the Board of Directors may deem advisable.

(5) collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violation of the By-Laws and the terms and conditions of this Declaration.

(6) to employ workmen, janitors and gardeners and to purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed advisable and generally to have the powers of an apartment house manager including the right to employ and/or contract with, if deemed advisable, a maintenance service contractor and/or apartment house manager, who shall maintain, service and/or manage the building and related facilities, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the building.

(b) By each unit owner: The responsibility of the unit owner with the exception of those responsibilities for management as provided for by the Association above, shall be as follows:

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

(aa) Repair of water leaks within the unit.

(bb) Repair any and all gas/or electrical defects, as the case may be, within the unit.

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

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

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

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

(5) Any owner of any unit that has acquired or been designated a parking space which is sheltered or covered in some manner shall be responsible for the insurance, maintenance and upkeep of said covered shelter.

16. ENFORCEMENT OF MAINTENANCE: In the event any owner fails to maintain his unit as required above, the Association or any other unit owner shall have the right to proceed in a court

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

17. INSURANCE: The insurance provided herein which shall be carried upon the condominium property and the property of the condominium parcel owners shall be governed by the following provisions:

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

(b) Coverage:

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

(2) Public Liability: The Association will procure and keep in force public liability and workmen's compensation insurance to protect Servicemen and Maintenance Contractors employed by the Association as it deems fit, from time to time, and the Association completely from any claim or damage to persons or property or for an injury to any employee of Servicemen and Maintenance Contractors incurred while Servicemen and Maintenance Contractors or their workmen are performing any duties under the terms of this Agreement for a minimum coverage of One Million Dollars (\$1,000,000.00) single limit bodily injury and/or property damage.

(3) Flood Insurance Protection: Under the Flood Disaster Protection Act of 1973, if required, to meet the requirements of the law.

(4) Workmen's Compensation: Workmen's Compensation to meet the requirements of the law.

(c) Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the general expense account.

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

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

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

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

(2) In the event all institutional mortgagees do not agree to the endorsement of the proceeds as provided in paragraph 17(f)(1) above, all payees shall endorse the insurance company's check to the institutional first mortgagee owning and holding the oldest recorded mortgage encumbering any one or more unit, which institutional mortgagee shall hold the insurance proceeds in escrow and the escrow agent (should there be no such institutional mortgagee or none with legal capacity to perform such escrow, then the payee shall endorse the insurance check to the Association as escrow agent) shall disburse the funds as follows:

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

(bb) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the common property and within the units, and provided all institutional mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose, the improvements shall be completely repaired and restored. In this event,

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the Association shall negotiate and obtain a reputable contractor willing to do the work on a fixed price basis. The escrow agent shall disburse the insurance proceeds and other funds held in escrow in accordance with the progress payments contained in the construction contract between the Association and the Contractor, which contract shall be subject to the prior written approval of the escrow agent.

(cc) In the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction, but the insurance proceeds are not sufficient to repair and replace all of the improvements within the common elements and within the units, a membership meeting shall be held to determine whether or not to abandon the condominium project or to levy a uniform special assessment against each unit and the owners thereof as their interest appear, to obtain the necessary funds to repair and restore the improvements within the common elements and the units, provided that the insurance funds available be applied first to repair the units damaged and such assessment shall be for repairs to the common elements and the units. In the event the majority of the voting members vote in favor of the special assessment, the Association shall immediately levy such assessment and the funds received shall be delivered to the escrow agent and disbursed as provided above. In the event the majority of the voting members are opposed to the special assessment and one hundred (100%) percent vote for abandonment of the condominium project, the insurance proceeds shall be disbursed in accordance with the percentages allocable to each unit as per paragraphs 8 and 9 of this Declaration of Condominium, and the condominium project may be terminated as provided for in paragraph 22 hereinafter.

(g) If there has been loss or damage to the common elements and the insurance proceeds available are inadequate to repair and reconstruct same and all of the units, and if the majority of the voting members vote against levying the special assessment referred to above, and one hundred (100%) percent vote to abandon the condominium project, same shall be abandoned subject to the provisions of paragraph 23 hereinafter. As evidence of the members' resolution to abandon, the President and Secretary of the Association shall effect and place in the public records of Pinellas County, Florida, an affidavit stating that such resolution was properly passed, to which a copy of the consent of the unit owners and holders of all liens shall be affixed.

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

(i) In the event an institutional mortgagee requires any form of flood insurance as a condition to granting a mortgage and/or any other form of financing on all or any portion of this condominium, then in such event it shall be the obligation of the Association to obtain such insurance on the condominium buildings and make whatever assessments are necessary for this purpose pursuant to paragraph 14 of this Declaration.

(j) Loss less than "very substantial": Where as loss or damage occurs to more than one unit, or to the common elements, or to any unit or units and the common elements, but said loss is less than "very substantial" (as hereinafter defined) it shall be obligatory upon the Association and the owners to repair, restore, and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":

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

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

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

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

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

(6) In the event the insurance proceeds are insufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the

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casualty so that sufficient funds are on hand to fully pay for such restoration and repair, then no institutional mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan, provided, however, that this provision may be waived by the Board of Directors in favor of any institutional mortgagee upon request therefor, at any time. To the extent that any insurance proceeds are required to be paid over to such institutional mortgagee, the owner shall be obliged to replenish the funds so paid over, and said owner and his unit shall be subject to special assessments for such sum.

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

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

(2) The provisions of paragraph 19(a) hereinabove shall not be applicable to any institutional mortgagee who shall have the right, if its mortgage so provides, to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Board of Directors shall ascertain as promptly as possible the net amount of insurance proceeds available to restoration and repair.

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

(aa) If the net insurance proceeds available for restoration and repair, together with the insurance proceeds paid over to the institutional mortgagees, are sufficient to cover the cost thereof, so that no special assessment is required, then the condominium property shall be restored and repaired, unless one hundred (100%) percent of the total vote of the members of the condominium shall vote to abandon the condominium project, in which case the condominium property shall be removed from the provisions of the law, pursuant to the Condominium Act, Chapter 711.16, Florida Statutes.

(bb) If the net insurance proceeds available for restoration and repair, together with funds advanced by owners to replace insurance proceeds paid over to the institutional mortgagees, are not sufficient to cover the cost thereof, so that a special assessment will be required, then if one hundred (100%) percent of the total votes of the members of the condominium vote against such special assessment and to abandon the condominium project, then it shall be so abandoned and the property removed from the provisions of the law pursuant to the Condominium Act, Chapter 711.16, Florida Statutes. In the event one hundred (100%) percent of the total votes of the members of the condominium vote in favor of the special assessment, the Association shall immediately levy such assessment, and thereupon the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions contained herein. The special assessment fund shall be retained by the Association.

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tion and added to the proceeds from insurance available for the repairs and restoration of the property. The proceeds shall be disbursed by the Association for the repairs and restoration of the above property as provided for herein. To the extent that any insurance proceeds are paid over to such institutional mortgagee, and in the event it is determined not to abandon the condominium project and to vote a special assessment, the unit owner shall be obliged to replenish the funds so paid over to such institutional mortgagee, and said owner and his unit shall be subject to special assessment for such sum.

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

18. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS:

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

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

In the event the Board of Directors of the Association disapprove the proposed sale, conveyance or transfer, and a member shall still desire to consummate such sale, conveyance or transfer, give written notice to the Secretary of the Association of his intention to sell, convey or transfer on a certain date, together with a copy of the contract setting forth the terms thereof and price; said price, however, shall not exceed the fair market value of said condominium parcel. If a dispute arises as to the definition of fair market value, it shall be resolved as provided for hereinafter. The Association shall promptly notify the members of the Association of the date, price and terms. Any member of the Association shall have the right first over the prospective purchaser to accept such sale or transfer on the terms contained in the notice, provided that he shall so notify the Secretary of the Association, in writing, of the acceptance, at least fifteen (15) days before the date of the intended sale or transfer, and deposit with the Secretary of the Association ten (10%) percent of the purchase price as a good faith deposit, which information and notice of deposit the Association shall promptly forward to the owner. In the event no members of the Association accept first right of purchase as aforesaid, then the Association must either approve the transaction upon the terms and conditions contained in the notice, provided the Association, at least ten (10) days before the date of the intended sale or transfer, notify the owner that a purchaser has been furnished and that said purchaser has deposited ten (10%) percent of the purchase price with the Association as a good faith deposit for the intended sale. In the event the member giving notice received acceptance from more than one member, it shall be discretionary with the member giving

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notice to consummate the sale or transfer with whichever of the accepting members he chooses.

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

An affidavit of the Secretary of the Association stating that the Board of Directors of the Association approved in all respects on a certain date the sale or transfer of a condominium parcel to certain persons shall be conclusive evidence of such fact, and from the date of approval as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

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

In case of the death of the owner of a condominium parcel, the surviving spouse, if any, and if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy the said condominium parcel; and if such surviving spouse or other member or members of the deceased owner's family shall have succeeded to the ownership of the condominium parcel, the ownership thereof shall be transferred by legal process to such new owner. In the event said decedent shall have conveyed or bequeathed the ownership of this condominium parcel to some designated person other than the surviving spouse or members of his family as aforesaid, or if some other person is designated by such decedent's legal representative to receive the ownership of the condominium parcel, or under the laws of descent and distribution of the State of Florida, the condominium parcel descends to some person or persons other than his surviving spouse or members of

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his family as aforescribed, the Board of Directors of the Association shall within thirty (30) days notice, served upon the President or any other officers of the Association, of property evidence of rightful designation of such devisee of decedent, express their refusal or acceptance of the individual so designated as owner of the condominium parcel. If the aforesaid Board of Directors of the Association shall consent in writing, ownership of the condominium parcel may be transferred to the person so designated, who shall thereupon become the owner of the condominium parcel, subject to the provisions of this enabling Declaration and the By-Laws of the Association. If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days to purchase for cash, the said condominium parcel at the then fair market value thereof.

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

(b) Rental or Lease: A condominium parcel may be leased or rented.

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

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

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(e) Mortgage: No owner may mortgage his condominium parcel or any interest therein without the approval of the Association, except to a bank, life insurance company, a federal savings and loan association, a state savings and loan association, an institutional investor, mortgage banker, insurance company, and/or a real estate investment trust. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

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

20. OBLIGATIONS OF MEMBERS: In addition to other obligations and duties heretofore set out in this Declaration, every owner shall abide by the following regulations:

(a) All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association. Such designation may be by separate letter or appropriate marking of the parking space or spaces by the owner's last name and/or apartment number. Owner agrees to notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations. If the Association has assigned a space to a unit owner, only the owner and his guests shall be permitted to utilize such assigned space. No boats, trailers, campers, golf carts, motorcycles, or vehicles larger than a passenger automobile will be permitted within the development of which unit is a part, and any such vehicle or any of the properties mentioned in the preceding sentence may be removed by the Association at the expense of owner owning the same for storage or public or private sale, at the election of the Association, and the unit owner owning same shall have no right of recourse against the Association therefor. No repairing of automobiles, trailers, boats, campers, golf carts, or any other property of owner will be permitted outside the confines of the owner unit.

(b) Each occupant shall maintain his apartment in good condition and repair, including all internal surfaces within or surrounding his apartment; and maintain and repair the fixtures therein, and shall promptly pay for any utilities which are metered separately to his apartment. Common areas of the building, such as hallways, etc., landscaped and grassed areas, shall be used only for the purposes intended. No articles belonging to the apartment occupants shall be kept in such areas, temporarily or otherwise.

(c) Each apartment shall be used only for the purpose of a single family residence and no children under age 16 may reside in such residence. However, a child under age 16 may be permitted to visit his immediate relatives in such an apartment for a period of no longer than two (2) weeks, so long as the child is properly supervised of the satisfaction of the Association. Any exception to this paragraph shall be obtained by prior written approval of the Association.

(d) Each apartment occupant shall maintain his apartment in a clean and sanitary manner. Porches shall be used only for the purposes intended and shall not be used for hanging of garments or other objects, or for cleaning of rugs or other household items. Each apartment occupant may provide his apartment with laundry and drying equipment; but no drying of laundry will be

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permitted outside of the occupant's apartment or in the courtyard, excepting in the laundry room;

(e) No animals of any kind shall be kept or harbored in or about the unit or common elements unless the same in each instance be expressly permitted by prior written agreement of the Association. Such consent, if given, shall be revocable by the Association at any time. In no event shall any pet be permitted in any public portion of a building of which apartment is a part, or common elements, unless carried or on leash. Animals or pets shall not be allowed in any grass or garden plot under any condition, or tied to any portion of the premises. No animals in excess of twenty-five (25) pounds shall be permitted under any circumstances.

(f) Apartment occupants are reminded that alteration and repair of the apartment building is a responsibility of the Association, except for the interior of the apartments. No exterior painting of doors or buildings, or additions such as screen doors or lighting fixtures or any other item whatsoever, and no alteration may be made of any interior boundary wall without first obtaining written approval of the Condominium Association. No reflecting devices or materials may be used in any of the aforementioned areas.

(g) No occupant may make or permit any disturbing noises in the building or on the Condominium property, whether made by himself, his family, friends, guests or servants, nor do or permit anything to be done by such persons that would interfere with the rights, comforts, or other conveniences of other occupants. No occupant may play or suffer to be played, any musical instrument, phonograph, radio or television set in his apartment or on or about the Condominium property, between the hours of 11:00 P.M. and the following 8:00 A.M.; if the same shall in any manner disturb or annoy the other occupants of the Condominium.

(h) Disposition of garbage and trash shall be only by use of garbage disposal units, or by use of receptacles supplied by the Association;

(i) Each apartment may identify its occupant by a name plate of a type and size approved by the Association and mounted in a place and manner so approved.

(j) No signs, advertising, or notices of any kind or type, whatsoever, including but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on the exterior of any apartment; nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any apartment.

(k) All official notices of the CASA PRIMA APARTMENTS ASSOCIATION, INC. or of a Management Corporation, if utilized, shall bear the signature of the President and the official seal of the said Association and/or Management Corporation.

(l) All damage to the project caused by the moving and/or carrying of articles therein, shall be paid by the unit owner or person in charge of such articles.

(m) Soliciting is strictly forbidden. It is requested that owners notify the Association if a solicitor appears and appropriate action will be taken.

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(n) These Rules and Regulations are subject to modification by the Association in accordance with the By-Laws as set forth in the Declaration of Condominium.

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

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

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

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

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

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

25. INTERPRETATION: Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular

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St. Petersburg, Florida 33743

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shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to-wit: Chapter 711, Florida Statutes, as of date hereof.

IN WITNESS WHEREOF, Developer has caused these presents to be signed in its name by its proper officers thereunto duly authorized and its corporate seal affixed, the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

CASA PRIMA CORPORATION

By *Robert A. Dilig*
President

Attest:

[S] HILDERED GELFOND
Secretary

FOR GOOD AND VALUABLE CONSIDERATIONS, the receipt whereof is hereby acknowledged, CASA PRIMA APARTMENTS ASSOCIATION, INC., a Florida non-profit membership corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of this Declaration and all Exhibits hereto.

IN WITNESS WHEREOF, said non-profit corporation has caused these presents to be signed in its name by its proper officers thereunto duly authorized and its corporate seal affixed, the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

CASA PRIMA APARTMENTS
ASSOCIATION, INC.

By *H. Dominick J. Forlizzo*
Dominick J. Forlizzo,
President

By *Irwin Hoffman*
Irwin Hoffman, Secretary

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Rallagha, Ross and Stolba
980 Tyrone Boulevard
Post Office Box 41100
St. Petersburg, Florida 33743
Telephone (813) 381-2300

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STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this _____ day of _____, 1977, before me personally appeared Robert A. Forlizzo and Mildred Gelfond, President and Secretary respectively of CASA PRIMA CORPORATION, a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Declaration of Condominium Ownership of Casa Prima Apartments, a Condominium, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

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

Notary Public

My Commission Expires:

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this _____ day of _____, 1977, before me, personally appeared DOMINICK J. FORLIZZO and IRWIN HOFFMAN, as President and Secretary respectively, of CASA PRIMA APARTMENTS ASSOCIATION, INC., a non-profit membership corporation under the laws of the State of Florida to me known to be the persons described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

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

Notary Public

My Commission Expires:

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JOINDER OF OWNER

CASA PRIMA APARTMENTS, a Florida Partnership, herein called "Owner" of the property described in Exhibit "A" attached hereto to the Declaration of Condominium, to the extent that it may be required to do so under the laws of the State of Florida, joins in the making of this foregoing Declaration of Condominium.

Signed, Sealed and Delivered
in the presence of:

CASA PRIMA APARTMENTS

[Handwritten signature]
[Handwritten signature]

By *[Handwritten signature]*
Dominick J. Forlizzo,
Managing Partner

STATE OF FLORIDA)
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared DOMINICK J. FORLIZZO as Managing Partner of CASA PRIMA APARTMENTS, who acknowledged before me that he, as such officer of said association, executed this Joinder and affixed the seal of the corporation and that the same is the act and deed of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at said County and State, this _____ day of _____, 1977.

Notary Public

My Commission Expires:

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SURVEYOR'S CERTIFICATE

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, L. R. PENNEY, after being duly sworn as required by law, deposes and says:

1. That the plat of CASA PRIMA APARTMENTS, a condominium, is as attached hereto, all being made a part of that certain Declaration of Condominium, as Exhibit "D", and that the construction of the improvements described is sufficiently complete so that such material, together with the wording of the Declaration relating to matters of survey, is a true and correct representation of the improvements described, and further that with such material there can be determined therefrom the identification, location, and dimensions of the common elements and of each unit.


2. That from said survey and other documents recorded in said Declaration of Condominium of CASA PRIMA APARTMENTS, a Condominium, can be determined the location of each unit within the improvements as situated on the land, along with the common elements and provide accurate representations of their locations and dimensions.

3. That this Affidavit is given for compliance with Section 718.104(4)(e), Florida Statutes, and is and shall be made a part of the aforesaid Declaration of Condominium of CASA PRIMA APARTMENTS.

4. Further Affiant saith not.


Registered Land Surveyor
No. 1472 FLORIDA

SWORN TO AND SUBSCRIBED BEFORE ME THIS 18 day of May, 1977.


Notary Public
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES ON _____
BONDED UNDER GENERAL LICENSE # _____

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LEGAL DESCRIPTION

Lot 30, "PASADENA PLAZA" as recorded in Plat Book 46, Page 30, of the Public Records of Pinellas County, Florida. Subject to Easement to Florida Power Corporation recorded in O. R. Book 3610, Page 168, Public Records of Pinellas County, Florida.

EXHIBIT "A" TO DECLARATION OF
CONDOMINIUM

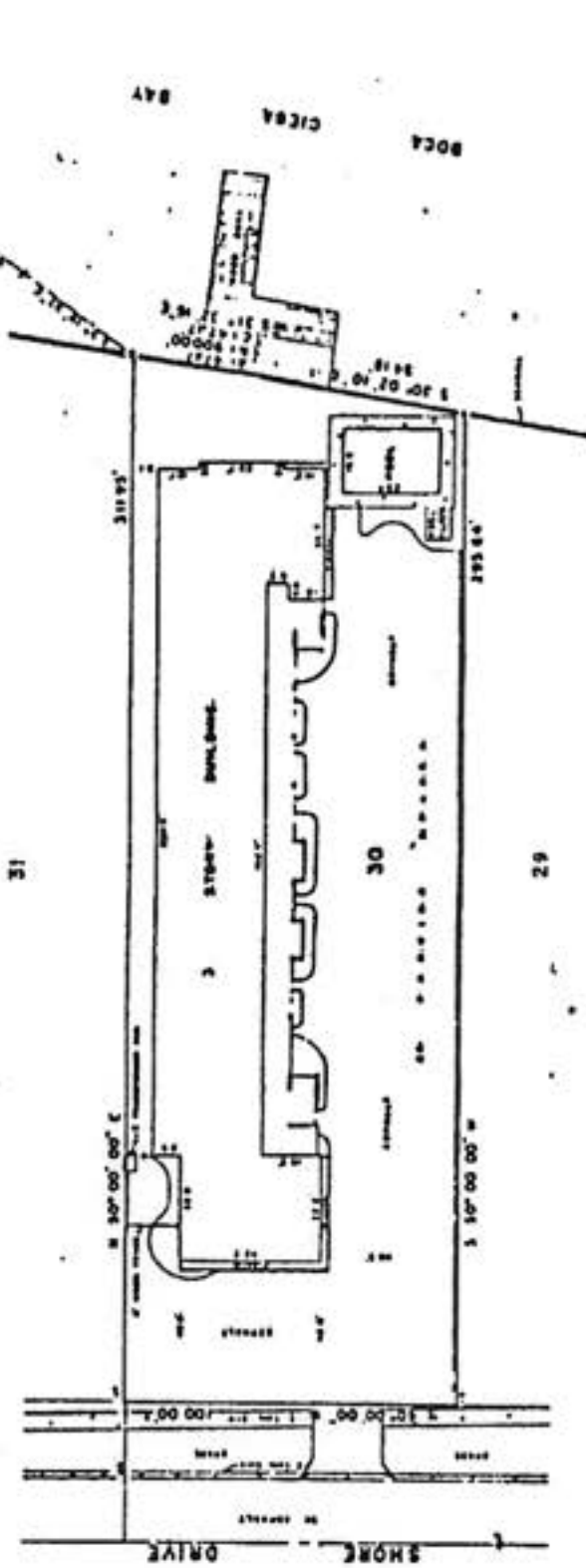
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CASA PRIMA APARTMENTS, A CONDOMINIUM

SOUTH PASADENA, PINELLAS COUNTY, FLORIDA
BEING A PORTION OF SECTION 30, TOWNSHIP 31 S., RANGE 16 E.

LEGAL DESCRIPTION

Lot 30, "PASADENA PLAZA" as recorded in Plat Book 46, Page 30, of the Public Records of Pinellas County, Florida
Subject to Easement to Florida Power Corporation recorded in O. R. Book 3610, Page 168, Public Records of Pinellas
County, Florida



CERTIFICATION: The undersigned hereby certifies that the descriptions and plans of the Condominium Property set out in Sheets 1-7 of these drawings, in conjunction with the wording of the Declaration of Condominium relating to matters of survey, is a correct representation of the instruments executed, and that there can be determined therefrom the identification, location and dimensions of the common elements and of each unit. The undersigned further certifies that the construction of said Condominium is sufficiently complete so that such drawings are a correct representation of said instruments.

L. S. PEOW & ASSOCIATES OF PINELLAS, INC.

[Signature]
President

DATE: June 15, 1971

