

Prepared by and return to:  
Ellen Hirsch de Haan, J.D.  
Becker & Poliakoff, P.A.  
311 Park Place Blvd., Suite 250  
Clearwater, FL 33759

**CERTIFICATE OF RECORDING  
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF BAYWAY ISLES –  
POINT BRITTANY THREE A CONDOMINIUM, PINELLAS COUNTY, FLORIDA AND  
ARTICLES OF INCORPORATION AND BY-LAWS OF BAYWAY ISLES – POINT  
BRITTANY THREE CORPORATION, INC.**

WE HEREBY CERTIFY THAT the attached is a true and correct copy of the Amended and Restated Declaration of Condominium of Bayway Isles – Point Brittany Three a Condominium, Pinellas County, Florida and Articles of Incorporation and By-Laws of Bayway Isles – Point Brittany Three Corporation, Inc. The original Declaration of Condominium, Articles of Incorporation and By-Laws were recorded at Official Records Book 3124 at Page 71 of the Public Records of Pinellas County, Florida; and all can be found recorded at Condominium Plat Book 4, Page 36, of the Official Records of Pinellas County, Florida. The Amended and Restated Declaration of Condominium, Articles of Incorporation and By-Laws were adopted in the manner provided in the Association's Governing Documents.

IN WITNESS WHEREOF, we have affixed our hands this 5 day of April  
2011 at St. Petersburg, Pinellas County, Florida.

(CORPORATE SEAL)

BAYWAY ISLES – POINT BRITTANY THREE  
CORPORATION, INC.

Witnesses as to Both:

Richard E. Hitchcock

Print Name: Richard E. Hitchcock

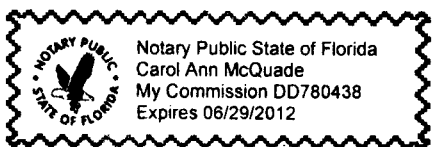
By: Walter Huff  
Walter Huff, President

Sheila T. Broderick

Print Name: Sheila T. Broderick

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 5<sup>TH</sup> day of April 2011, by Walter Huff, President of Bayway Isles – Point Brittany Three Corporation, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or have produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named persons are personally known to me.



Carol Ann McQuade  
Signature of Person Taking Acknowledgment

CAROL ANN McQUADE  
Name Typed, Printed or Stamped

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
OF  
BAYWAY ISLES - POINT BRITTANY THREE  
A CONDOMINIUM, PINELLAS COUNTY, FLORIDA**

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**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
OF  
BAYWAY ISLES - POINT BRITTANY THREE  
A CONDOMINIUM, PINELLAS COUNTY, FLORIDA**

[Note: The rights and obligations of the original Developer, Leeco Gas & Oil Co., were transferred to the Condominium or expired many years ago. All references to Leeco's rights and obligations have been deleted and/or replaced by the rights and obligations of the Condominium. To see the original text refer to the original Declaration recorded in the Pinellas County Records]

Made the last date appearing in the body of this Declaration of LEECO GAS & OIL CO., a Florida corporation, for itself, its successors, grantees and assigns, herein called the Developer.

WHEREIN, the Developer makes the following declarations:

1. Purpose The purpose of this declaration is to submit the lands described herein and the improvements thereon to the condominium form of ownership and use in the manner provided by Chapter 711 of the Florida Statutes, as amended from time to time, called the "Condominium Act" herein.
  - .1 Name The name by which this Condominium is to be identified is:  
BAYWAY ISLES - POINT BRITTANY THREE, a condominium.
  - .2 Property Submitted to Condominium Form of Ownership The following property is hereby submitted to the condominium form of ownership:
    - (a) The Land The lands, owned by the Developer, lying and being in Pinellas County, Florida, as more particularly set forth in Exhibit A attached hereto, which lands are herein called the "Land", together with all improvements thereon.
    - (b) The Easements The easements set forth in Exhibit B attached hereto, herein called the "Easements", which are appurtenant to the Land.
    - (c) The Community Facilities A 79/741 interest in the lands described in Exhibits J, K, L, M, N, O and P attached hereto, together with all improvements thereon.
2. Definitions The terms used herein and in the By-Laws shall have the meaning stated in the Condominium Act and as follows unless the context otherwise requires.
  - .1 Unit Unit means unit as defined in the Condominium Act.
  - .2 Apartment Building means the building erected on the Land and described in Exhibits E - 1 to E - 5 attached hereto.
  - .3 Unit Owner Unit Owner means unit owner as defined by the Condominium Act.

- .4 Association Association means the BAYWAY ISLES - POINT BRITTANY THREE CORPORATION, INC. a non-profit Florida corporation, and its successors. A copy of its Articles of Incorporation is attached hereto as Exhibit G.
- .5 Board of Directors Board of Directors means the board of directors of the Association.
- .6 Common Elements Common Elements means and includes the following:
- (a) All lands together with improvements thereon which are dedicated to the condominium form of ownership by Subsection 1.2 of this Declaration and which are not included within the Units;
  - (b) Tangible personal property required for the maintenance and operation of the Common Elements and for the provision of services to the Units, including property owned by the Association;
  - (c) A 79/741 share in the Community Facilities;
  - (d) Other items as stated in the Condominium Act.
- .7 Common Expenses Common Expenses means and includes the following:
- (a) Expenses of maintenance, operation, repair, replacement and improvement of the Common Elements;
  - (b) Expenses of providing services to the Units;
  - (c) Expenses of administration and management of Condominium property;
  - (d) Expenses of administration, management, maintenance, operation, repair and replacement of Association property, real or personal;
  - (e) The 79/741 share of the expenses of maintenance, operation, repair, replacement and improvement of the Community Facilities;
  - (f) Expenses of financing any for the above;
  - (g) Expenses declared Common Expenses by the provisions of this Declaration, the By-Laws, and the Condominium Act;
  - (h) Any valid charge against the Condominium as a whole.
- .8 Community Facilities Community Facilities means the lands described in Exhibits J, K, L, M, N, O and P attached hereto, together with all improvements, buildings and structures now or hereafter placed or constructed thereon, and all furnishings, fixtures, machinery and equipment now thereon, or hereafter brought or placed thereon or intended for use thereon, and all additions thereto and replacements thereof. The Community Facilities were purchased from the Developer on May 4 1976 by the six Point Brittany Condominiums and this Condominium's share is 79/741.

- .9 Condominium Property Condominium Property means and includes the following:
  - (a) The Land together with all improvements thereon;
  - (b) The Easements;
  - (c) A 79/741 interest in the Community Facilities;
  - (d) Any and all property, real or personal, of the Association.
  
- .10 Point Brittany Condominiums Point Brittany Condominiums means the following six condominiums:
  - BAYWAY ISLES - POINT BRITTANY ONE
  - BAYWAY ISLES - POINT BRITTANY TWO
  - BAYWAY ISLES - POINT BRITTANY THREE
  - BAYWAY ISLES - POINT BRITTANY FOUR
  - BAYWAY ISLES - POINT BRITTANY FIVE
  - BAYWAY ISLES - POINT BRITTANY SIX,

comprising a total of 741 Units and all of their common elements.
  
- .11 Point Brittany Complex Point Brittany Complex consists of and includes the lands of the six Point Brittany Condominiums and all improvements on said lands, and the Community Facilities.
  
- .12 Point Brittany Administrative Corporation, the "PBAC" PBAC means the Point Brittany Administrative Corporation, Inc., a not for profit Florida Corporation, which was incorporated by and whose members are the six Point Brittany Condominiums by means of their respective Associations.
  
- .13 Reasonable Attorneys' Fees Reasonable Attorneys' Fees means and includes fees for the services of attorneys at law, whether or not judicial or administrative proceedings are involved, and if judicial or administrative proceedings are involved, then for all review of the same, by appeal or otherwise.
  
- .14 Singular, Plural, Gender Whenever the context so permits or requires, the use of the singular shall include the plural and the plural the singular, and the use of any gender shall be deemed to include all genders.
  
- .15 Utility Services Utility Services as used in the Condominium Act and construed with reference to this Condominium, and as used in this Declaration and By-Laws, shall include but not be limited to electric power, water, sewage disposal and communications cable, wiring, facilities and services.

3. Development Plan The Condominium is described and established as follows.

.1 (a) Plat Plan and Buildings Footprints A survey of the Land showing the same, the private road, certain easements, the location and footprints of the Apartment Building, the carport, the swimming pool, the bath house, and the location of the uncovered parking spaces entitled "PLOT PLAN" is attached hereto as Exhibit E - 1.

(b) Floor Plans Three surveys showing the ten residential floor plans, the boundaries of the 79 Units, and other building details are attached hereto as Exhibits E - 2 to E - 5.

.2 Easements Each of the following easements is a covenant running with the Land and notwithstanding any other provision of this Declaration may not be amended or revoked and shall survive the termination of the Condominium:

(a) Utilities Easements as may be required for Utility Services in order to adequately serve the Condominium and to adequately serve adjacent lands of other Point Brittany Condominiums; provided, however, easements through an Unit shall only be according to the plans and specifications of the Apartment Building or as the Apartment Building is actually constructed, unless approved in writing by the Unit Owner;

(b) Pedestrian and Vehicular Traffic Easements for pedestrian traffic over, through and across sidewalks, paths, walks and lanes, as the same may from time to time exist upon the Common Elements; and for vehicular traffic over through and across such portions of the Common Elements as may be from time to time paved and intended for such purpose, provided the same shall not give or create in any person the right to park on any portion of the Condominium Property except in the parking spaces as provided hereafter. The said easements are for the benefit of the Condominium Property, for the benefit of the adjacent lands of the other five Point Brittany Condominiums, and for the use by pedestrians and vehicular traffic to and from such adjacent lands over and across the Land.

(c) Access by Private Road The Land is not abutting, contiguous or adjacent to any public street, road, or right-of-way. Ingress and egress to and from the Land shall be by private road over the lands described in Exhibit B. Said private road services and is subject to use by the lands of the other Point Brittany Condominiums. The Condominium's share of the expense of maintenance and repair of such private road is a Common Expense.

.3 Community Facilities The Unit Owners, their guests and visitors, have the right to use and enjoy the Community Facilities together with the residents of the other five Point Brittany Condominiums. Pursuant to the Articles of Incorporation of PBAC, PBAC has the right and obligation to administer, manage, maintain and operate the Community Facilities. The Condominium's 79/741 share of PBAC's costs of administering, managing, maintaining and operating the Community Facilities is a Common Expense.

.4 Apartment Building The Condominium includes the Apartment Building which consists of 79 Units and parts of the Common Elements which are the portions of the building outside the boundaries of the Units.

.5 Carport The Condominium includes the Carport attached to the Apartment Building and which is part of the Common Elements and contains 36 parking spaces.

.6 Other Improvements The Condominium includes parking areas, other than the Carport, and landscaping areas located substantially as indicated on said PLOT PLAN survey and which are part of the Common Elements.

.7 Common Elements Common Elements shall include everything contained within the definition thereof, set forth in Subsection 2.6.

.8 Unit Boundaries Each Unit shall include that part of the Apartment Building containing the Unit which lies within the boundary of the Unit, which boundaries are the interior surfaces of its perimeter walls, bearing walls, floors, ceilings, windows window frames doors, door frames and trim.

.9 Easement for Unintentional and Non-Negligent Encroachments If an Unit shall encroach upon any Common Element or any other Unit by reason of original construction or by the non-purposeful or non-negligent act of the Unit Owner, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any Common Element shall encroach upon any Unit by reason of original construction or by the non-purposeful or non-negligent act of the Association, then an easement appurtenant to such Common Element, to the extent of such encroachment, shall exist so long as the encroachment shall exist.

#### 4. The Apartment Building

.1 Plans The Apartment Building has 10 floors containing Units. A survey of the Land showing the Apartment Building and other improvements thereon, and floor plans showing the locations and boundaries of each Unit are attached hereto as Exhibits E - 1 to E - 5. Condominium Plats pertaining hereto are recorded in Condominium Plat Book 4, Page 36 of the Public Records of Pinellas County, Florida.

.2 Units The Units are identified by number and briefly described in Exhibit F attached hereto.

.3 Appurtenances to Each Unit Each Unit Owner owns a share and certain interests in the Condominium Property which are appurtenant to his Unit, which include but are not limited to the following items which are appurtenant to the several Units, as indicated:

(a) Automobile Parking Space The exclusive right to use, for automobile parking only, one parking space. The right of use of a parking space may be transferred by the Unit Owner to another Unit Owner or Unit purchaser provided there shall be at all times one parking space for the exclusive use of each Unit. The Unit Owner shall advise the Association of any transaction involving the Unit's parking space and the Association shall maintain a record of the parking spaces appurtenant to each Unit. The Association shall have the right to assign and reassign parking spaces in addition to the 79 appurtenant to the Units in its sole and absolute discretion provided that no Unit shall be assigned more than one such additional space. The cost of maintenance of all parking spaces is a Common Expense.

(b) Common Elements An undivided share in the Land and in the other Common Elements which share is set forth in Exhibit F attached hereto.

(c) Association Membership in the Association; each Unit represents one membership. An interest in the funds and assets of the Association in the same proportion as the liability for Common Expenses as set forth in Exhibit F attached hereto.

(d) Community Facilities The right to use, occupy and enjoy the Community Facilities together with the residents of the other five Point Brittany Condominiums.

.4 Liability for Common Expenses and Share of Common Surplus Each Unit Owner shall be liable for a share of the Common Expenses and shall be entitled to a share of the Common Surplus in the proportion set forth in Exhibit F attached. The foregoing right to a share in the Common Surplus does not include the right to withdraw or require payment or distribution of the same.

## 5. Operation, Maintenance, Repair, Alteration, Improvement, Replacement

Responsibility for the maintenance, repair, alteration, improvement and replacement of the Condominium Property and restrictions upon the alteration and improvement thereof shall be as follows:

### .1 Common Elements

(a) Responsibility The operation, maintenance, repair, alteration, improvement, and replacement of the Common Elements and Limited Common Elements is the responsibility of the Association, is a Common Expense, and shall be administered and carried out by the Board of Directors.

(b) Material Alteration A material alteration of or substantial addition to the Common Elements anticipated to cost more than \$25,000 shall require the approval of the Board of Directors and the approval at a regular or special meeting of the members of the Association at which a quorum is present in person or by proxy by a vote of sixty (60%) per cent of the members present in person or by proxy. A material alteration of or substantial addition to the Common Elements anticipated to cost less than \$ 25,000 shall require the approval of the Board of Directors.

(c) Storage Lockers Storage lockers are part of the Common Elements and the Board of Directors has the duty and authority to assign the lockers and regulate their use.

### .2 Units

(a) By the Association The association shall maintain, repair, and replace all portions of the Unit and all appurtenances to the Unit except those that are the responsibility of the Unit Owner as set out in Paragraph 5.2(b) below.

#### (b) By the Unit Owner

(1) The Unit Owner shall maintain, repair, improve and replace at his sole expense all: (i) personal property located within the Unit or the Limited Common Elements; (ii) floor wall and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments including curtains, drapes, blinds, hardware and similar window treatment components, or replacements of any of the forgoing which are located within the boundaries of the Unit and serve only such Unit; (iii) hurricane shutters serving the Unit; (iv) interior walls of the Unit and Utilities therein which serve only that Unit; (v) the windows and screens of the Unit; (vi) air-conditioning unit or units and water heaters located outside the Unit but serving only such Unit; and improvements to any of the foregoing.

(2) Notwithstanding Paragraph 5.2(b)(1) above, if damage has occurred to the Apartment Building, the Association shall be responsible for the repair reconstruction and replacement of the property set out in clauses 5.2(b)(1)(iv), (v) and (vi) above, for which the Association has the obligation to carry property insurance.

(3) The Unit Owner shall promptly report to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association.



(c) Restrictions on Alterations and Improvements to a Unit Subject to the other provisions of this Subsection 5.2, and which in all cases shall supersede and have priority over the provisions of this Paragraph (c) when in conflict therewith, the Unit Owner may make such alteration or improvement to his Unit at his sole and personal cost as he may be advised, provided all work shall be done without disturbing the rights of other Unit Owners and further provided that the completed work shall not have the effect of disturbing the rights of other Unit Owners; and further provided that a Unit Owner shall make no changes or alterations to any Unit boundary wall, outside wall, floor or flooring, ceiling, balcony or patio, windows, screening, exterior door, structural or load bearing member, electrical service or plumbing service, or install hurricane shutters **without first obtaining the written approval of the Board of Directors.**

(d) Exterior Appearance The Unit Owner shall not enclose, paint, or otherwise alter the appearance of the exterior of the Unit Building or any portion or feature thereof or any portion of the Condominium Property. The foregoing prohibition applies, without limiting the foregoing, to exterior doors, to windows, to balconies, and to walkways.

.3 Structural Alterations Neither a Unit Owner nor the Association shall make any alteration to the portions of a Unit or the Apartment Building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would jeopardize the soundness or safety of the Apartment Building or impair any easement without first obtaining the approval of the Board of Directors and, at a regular or special meeting of the members of the Association at which a quorum is present in person or by proxy, the approval by a vote of sixty (60%) per cent of the members present in person or by proxy.

## 6. Assessments.

.1 Duty and Power to Assess The Association shall have the duty and the power to make assessments, payable by the Unit Owners in proportion to their respective shares of the Common Expenses set forth in Exhibit F, to pay for the Common Expenses.

(a) Annual Assessment There shall be an annual assessment against the Unit Owners based on a budget prepared prior to the beginning of each fiscal year and approved by the Board of Directors. The annual assessment shall be payable in twelve (12) equal monthly installments due on the first day of each month, the first payment being due on the first day of the fiscal year. 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 monthly payments thereon shall be due on the first day of each month 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. The unpaid assessment for the remaining portion of the fiscal year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the Board of Directors.

(b) Special Assessments The Board of Directors may make special assessments for the purpose of exercising their powers under this Declaration, or under the By-Laws, or under the Articles of Incorporation of the Association, from time to time and in the manner determined by the Board of Directors. Such special assessments shall be payable by the Unit Owners in one payment or by installments in the amounts and on dates provided by the Board of Directors.

(c) Reserves The Association may set aside funds, and shall set aside funds as required by the Condominium Act, in reserve accounts for the repair and replacement of Condominium Property required because of wear and tear, depreciation, obsolescence or damage. The Association may also set aside funds in a reserve account for maintenance items which occur less frequently than annually. Additions to such reserve funds shall be and shall be deemed to be Common Expenses and may be included in the annual and special assessments as determined and fixed by the Board of Directors.

.2 Payment of Assessments Assessments, whether annual or special, and installments thereon, paid on or before ten (10) days after the day when the same shall become due shall not bear interest but all payments received after 10 days when due shall bear interest from the due date at the highest rate allowed by law and be subject to late charges as may be from time to time fixed and determined by the Board of Directors. All payments on account shall be first applied to interest and late charges, if any, then to costs and reasonable attorneys' fees incurred in collection, and then to the oldest balance of the payment or payments due. In addition, if an installment of an assessment remains unpaid on or thirty (30) days after the due date, the Board of Directors may declare the entire assessment against the delinquent Unit Owner or unpaid balance thereof then due and payable in full as if so originally assessed.

.3 Lien for Assessments The Association shall have a lien on a Unit for any unpaid assessments, late charges, and interest thereon pertaining to that Unit, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment and enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Pinellas County, Florida, a claim of lien stating the description of the Unit, the name of the Unit Owner of record, the amount due and when due, and the lien shall continue in effect until all sums secured by the lien have been paid in full. Such claim of lien shall be signed and verified by an officer of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for assessments may be foreclosed by suit brought in the name of the association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the Unit Owner shall be required to pay a reasonable rent for the Unit and the Association shall be entitled as a matter of law, to appoint a receiver to collect the same. The Association may also recover a money judgment against the Unit Owner for unpaid assessments without waiving the lien securing the same.

.4 Unpaid Assessments All unpaid assessments and costs of collection shall be deemed to be Common Expenses but this does not affect the Association's rights against the defaulting Unit Owner and the defaulting Unit. Following a foreclosure, the foreclosing Unit Owner shall be liable for (1) all unpaid assessments, including special assessments, accrued interest on such unpaid assessments, all late charges, and reasonable attorneys' fees incurred in collection, subject to the provisions of the Condominium Act, as amended from time to time, and (2) for its proportionate share of the Common Expenses from the date of acquiring title to the Unit.

## 7. The Association

### .1 The Corporation

The operation of the Condominium shall be by the Association, the corporate entity defined in Section 2.4 herein. The Articles of Incorporation of the Association attached as Exhibit G are made part hereof.

### .2 Powers

(a) The Association shall have all the powers and duties reasonably necessary to operate the Condominium, as set forth in this Declaration, the Articles of Incorporation of the Association, and the By-Laws, and as they may be amended from time to time. It shall also have all of the powers and duties of a condominium association as set forth in the Condominium Act and all of the powers and duties of a not for profit corporation as set forth in Chapters 617 and 718, Florida Statutes.

(b) The Association shall have the power to contract for the management of the Condominium and to delegate to the contractor all of the powers and duties of the Association except such as are specifically required by this Declaration or the Condominium Act to have the approval of the Board of Directors or the membership of the Association.

(c) The Association shall have the power to acquire and enter into agreements whereby it acquires fee simple title in the Association's name individually or as a tenant in common to real property and improvements thereon, and personal property, leaseholds, memberships, and other possessory or use interest in lands or facilities, including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation, or other use or benefit of Unit Owners, and to declare the expenses of rental, membership fees, operations, replacements, and other undertakings in connection therewith to be Common Expenses and may make covenants and restrictions concerning the use of the same by Unit Owners and such other provisions not inconsistent with the Condominium Act as may be desired.

(d) The Association shall have the power to negotiate and acquire for the use and benefit of its members and residents of the Condominium special licenses, passes, or other arrangements for road tolls, if any, imposed by governmental or quasi-governmental authority in and about ingress and egress to and from Bayway Isles and use of roads in connection therewith, the cost of which shall be a Common Expense.

.3 By-Laws The By-Laws of the Association are set forth in Exhibit H attached hereto and made part hereof.

.4 Limitation Upon Liability of the Association Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable for injury or damage caused by any condition of the property to be maintained and repaired by the Association, or caused by the elements, Unit Owners, or other persons.

.5 Board of Directors Except where otherwise specially required by this Declaration, all the powers and duties of the Association may and shall be exercised and carried out by the Board of Directors.

## 8. Restrictions

The following restrictions shall be applicable to the Condominium and shall be covenants running with the land of the Condominium.

.1 Residential Use The lands of the Condominium and all improvements constructed thereon shall be for residential use only and no portions of such lands or improvements shall be used for business or commercial purposes. No structures shall be constructed upon the lands other than the Apartment Building and other structures intended for residential use and appurtenances thereto. Each Unit or other residential unit shall be occupied only by a single family, its servants and guests, as a residence, and for no other purpose whatever. No Unit may be divided or subdivided into a smaller unit or any portion thereof sold or otherwise transferred.

.2 Children No persons who have not yet attained 18 years of age shall be permitted to reside upon the lands except that children under such age may be permitted to visit and temporarily reside thereon provided that such temporary residence shall not exceed 30 days in any one calendar year or 30 days within any consecutive 12 month period, whichever may provide the least permissible residence.

.3 Absence of Owner In the absence of a Unit Owner, non-resident occupants who temporarily occupy the Unit shall be deemed guest occupants of the Unit. Guest occupancy is limited to a maximum of 30 days cumulatively in any one calendar year. All guests must follow the rules and regulations of the Association, including the age limitation of children occupants.

.4 Pets No animals ,birds, fish, reptiles, amphibians, or other pets of any nature and description shall be raised, bred, or kept in any Unit or the Common Elements.

.5 Nuisances No nuisances shall be allowed upon the Condominium Property nor any use or practice which is the source of nuisances to the residents or which interferes with the peaceful possession and proper use of the property by its residents. No Unit Owner shall permit any use of his Unit or make any use of the Common elements which will increase the rate of insurance upon any part of the Condominium Property.

.6 Lawful Use No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all government bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of government bodies having jurisdiction over the Condominium Property for maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for maintenance and repair of the portion of the Condominium Property concerned.

.7 Signs No "For Sale" or "For Rent" signs or other displays or advertising shall be permitted in or on any part of the Common Elements or Units. There shall be no open house events, no estate sales, or signs advertising any of these events.

.8 Exterior Appearance

(a) No chairs, tables, benches, bicycles, or any other articles may be placed upon any portion of the Common Elements except in designated storage areas.

(b) Nothing shall be hung or displayed on the outside walls or outside the windows of the Apartment Building, and no awning, canopy, shade, window guard, ventilator, fan, air-conditioning device, or antenna may be affixed to or placed upon the exterior walls or roof or any part thereof.

(c) No clothes sheets, blankets, laundry of any kind, plants, banners, signs, decorations, or other articles shall be hung on the Common Elements, including without limiting the foregoing, the exterior of Unit doors, balconies, and walkways.

**.9 Leasing and Renting**

(a) Except as provided in this Subsection .9, a Unit Owner may not lease or rent or in any other manner grant an interest in the Unit, except a sale of the Unit as governed by Section 9 of this Declaration, or in any manner grant occupancy of the Unit or any part thereof, to any person not an owner recorded on title to the Unit in the Public Records of Pinellas County. A Unit may not be leased during the first year of ownership.

(b) After approval of the Association as required by Section 9 hereof, and subject to the limitations set forth in Section 9, the entire Unit may be leased provided the occupancy is only by one lessee and members of his or her immediate family at least 18 years of age, his servants and guests. The term of the lease shall not be less than 3 months. The Unit may not be leased during the first year after purchase and more than once in a 12 month period. No rooms may be rented and no transients may be accommodated. Regardless of the number of Units owned by a Unit Owner, the Unit Owner may lease only one Unit at a time, at any given time.

(c) The Association shall have the right to limit the number or percentage of Units which may be leased at any one time. The Board of Directors shall set out such number or percentage limitation and the procedure for dealing with applications for leasing in excess of such limitation in the Rules and Regulations as required from time to time in the best interests of the Association.

(d) Occupation of a Unit by anyone other than the Unit Owner or his immediate family shall be deemed to be a lease and is subject to the provisions of this Subsection .9

(e) Notwithstanding any other provision of this Subsection .9, a leased Unit may not be occupied by more than 6 persons at any one time.

(f) During the term of the lease, the lessee shall have the right to use the Community Facilities and the Unit Owner shall not have such right of use derived from ownership of the Unit.

(g) The lessee shall comply with all the terms of this Declaration, the By-Laws, and the Rules and Regulations as they exist or as they may be amended from time to time. The Unit Owner shall be responsible for all acts and omissions by the lessee and any occupants permitted by the lessee and by any guests of the lessee. The lease of the Unit does not discharge the Unit Owner from compliance with this Section 8 or any other duties of a Unit Owner.

(h) Immediate family in this Subsection .9 means the Unit Owner's spouse, and the parents, children, brothers and sisters of the Unit Owner and the Unit Owner's spouse. The terms lease and rent, leasing and renting shall have equivalent meanings.

**.10 Senior Housing Community**

(a) In recognition of the fact that the Point Brittany Complex including the Community Facilities has been developed and the structures thereon designed for the comfort, convenience and accommodation of older persons, and that the Condominium, being part of the Point Brittany Complex and sharing the Community Facilities and also having been designed for the comfort, convenience and accommodation of older persons, the use of all Units in the Unit Building is hereby limited to permanent occupancy by at least one person who is fifty-five (55) years of age or older. Further, since the Condominium is designed and intended as a retirement community for older persons, to provide housing for residents who are 55 years of age or older, no Unit shall at anytime be permanently occupied by children who are under eighteen (18) years of age; except that children below the age of 18 may be permitted to visit and reside for reasonable periods of time not to exceed thirty (30) days in any calendar year, or for such other periods as may be permitted by the Rules and Regulations enacted by the Association from time to time.

(b) No permanent occupancy of any Unit shall be permitted by an individual between the ages of eighteen (18) and fifty-five (55), unless there is at least one individual who is 55 or over in residence in the Unit. Notwithstanding the same, and notwithstanding the restrictions on exceptions in Paragraph .12(c) of this Section, the Board of Directors in its sole and absolute discretion shall have the right to establish hardship exceptions to permit individuals between the ages of 18 and 55 to permanently reside in the Condominium, only to allow surviving spouses and heirs already in residence who are between the ages of 18 and 55 to continue to occupy the Unit, providing that said exceptions shall not be permitted in situations in which the granting of a hardship exception would result in less than eighty (80%) per cent of the Units in the Condominium having at least one resident 55 years of age or older. It is the intent that at least 80% of the Units shall at all times have at least one resident 55 years of age or older.

(c) By maintaining the required percentage, 80% at this time, of Units occupied by at least one person 55 years of age or older, the Condominium is exempt from the provisions of the Fair Housing Act which prohibits discrimination against families with children. The Board of Directors shall establish policies and procedures for the purpose of assuring that the foregoing required percentage of over 55 occupancy is maintained at all times. The Board of Directors shall have the sole and absolute authority to deny occupancy of a Unit by any person who would thereby create a violation of the necessary senior percentage.

**.11 Rules and Regulations** The Board of Directors may make reasonable Rules and Regulations concerning the use of the Condominium Property and amend the same from time to time. The initial Rules and Regulations are annexed to the By-Laws. The Rules and Regulations enacted by PBAC regarding the use of the Community Facilities shall be deemed to be Rules and Regulations enacted by the Board of Directors unless specifically exempted or excluded by the Board of Directors.

**.12 Exceptions** Notwithstanding the foregoing the following exceptions apply:

(a) The Unit Owner may decorate one exterior door and the area adjacent to such door, subject to Rules enacted by the Board of Directors from time to time regulating such decorations;

(b) The Board of Directors may permit the seasonal decoration of elevator lobbies subject to Rules enacted by the Board of Directors from time to time regulating such decorations;

(c) Upon written application to the Board of Directors by one or more Unit Owners the Board of Directors shall have the authority to grant exceptions to the provisions of this Section 8 in hardship cases upon such terms, conditions and limitations as it may impose in its sole and absolute discretion. Such an exception shall come to an end at the time of the next annual meeting following the grant of exception or at such earlier time as specified in the grant of exception. Such exceptions shall be deemed not to be a precedent derogating in any manner from and shall not derogate from the restrictions in this Section and shall not derogate in any way from the Board of Directors' rights to enforce the restrictions in this Section whether or not they were subject to an exception granted as aforesaid. The purpose of this Paragraph is to provide temporary relief from the restrictions in this Section 8 in cases when the restriction to be exempted poses an undue hardship to the Unit Owner or the Unit Owner's immediate family.

#### 9. Maintenance of Community Interests

In order to maintain a community of congenial residents and thus protect the value of the Units and in order to ensure the financial ability of each Unit Owner to pay assessments made against him, the transfer of Units by Unit Owners shall be subject to the following provisions so long as the Condominium exists, which provisions each Unit Owner covenants to observe.

##### .1 Transfers Subject to Approval

(a) Sale No Unit Owner may dispose of a Unit or any interest therein without the approval of the Association.

(b) Lease No Unit Owner may dispose of a Unit by lease without the approval of the Association.

(c) Gift If any Unit Owner shall acquire his title by gift, the continuance of his ownership of his Unit shall be subject to the approval of the Association.

(d) Devise or Inheritance If a Unit Owner shall acquire his title by devise or inheritance, the continuance of his ownership of his Unit shall be subject to the approval of the Association.

.2 Approval by the Association The approval of the Association which is required for the transfer of ownership of Units shall be obtained in the following manner:

##### (a) Notice to the Association

(1) Sale A Unit Owner intending to make a bona fide sale of his Unit or any interest therein shall give to the Association notice in writing of such intention together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the Unit Owner's option may include a demand by the Unit Owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Lease A Unit Owner intending to make a bona fide lease of his Unit or any interest therein shall give to the Association notice in writing of such intention together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the lease.

(3) Gift; Devise or Inheritance; Other Transfers A Unit Owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice in writing of the acquiring of his title, together with such information concerning the Unit Owner as the Association may reasonably require, and a certified copy of the instrument conveying title to the Unit Owner.

(4) Failure to Give Notice If the notice to the Association herein required is not given, then at any time after receiving knowledge of the transaction or event transferring ownership or possession of a Unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(b) Certificate of Approval

(1) Sale If the proposed transaction is a sale, then within 60 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President or Secretary or managing agent of the Association, in recordable form, and shall be delivered to the seller and shall be recorded in the Public Records of Pinellas County, Florida.

(2) Lease If the proposed transaction is a lease, then within 60 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President or Secretary or managing agent of the Association and shall be delivered to the Unit Owner or mailed if so requested by the Unit Owner.

(3) Gift; Devise or Inheritance; Other Transfers If the Unit Owner giving notice has acquired title by gift, devise or inheritance, or in any other manner, then within 60 days after receipt of such notice and information the Association must approve or disapprove the continuance of the Unit Owner's ownership of his Unit. If approved, the approval shall be stated in a certificate executed by the President or Secretary or managing agent of the Association in recordable form and shall be delivered to the Unit Owner and shall be recorded in the Public Records of Pinellas County, Florida.

(c) Approval of Corporate Owner or Purchaser Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy a Unit for such use, if the Unit Owner or purchaser of a Unit is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the Unit be also approved by the Association.



.3 Disapproval by the Association If the Association disapproves a transfer of ownership of a Unit, the matter shall be disposed in the following manner:

(a) Sale If the proposed transaction is a sale and the proposed purchaser does not qualify as a Unit Owner by reason of age or is deemed unsuitable by the Board of Directors for reasonable cause and as permitted by law, the Association shall disapprove the sale and such disapproval shall be stated in a certificate stating the reasons for disapproval and executed by the President or Secretary of the Association and shall be delivered to the Unit Owner and the sale shall not be made. If the disapproval of the sale is for any other reason and if the notice of sale given by the Unit Owner shall so demand, then within 60 days after receipt of such notice and information the Association shall deliver or mail by certified or registered mail to the Unit Owner at the Unit's mailing address an agreement to purchase by a purchaser, being either the Association or a person approved by the Association, who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value 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 Unit; 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.

(2) If the purchaser elects to purchase at the price stated in the agreement, the purchase price shall be paid in the manner and subject to the conditions of such agreement or at the option of the purchaser in cash; if the purchaser elects to purchase at the fair market value determined by arbitration, the purchase price shall be paid in cash.

(3) The sale shall be closed within 30 days after the delivery of said agreement to purchase, or within 30 days after the determination of the sale price if such is by arbitration, whichever is later.

(4) If the Association fails to purchase or provide a purchaser upon demand by the Unit Owner in the manner provided, or if a purchaser furnished by the Association defaults in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as herein provided.

(b) Lease If the proposed transaction is a lease, the Unit Owner shall be advised of the disapproval in writing, stating the reason for disapproval, signed by the President or Secretary of the Association or the managing agent, and the lease shall not be made.

(c) Gift; Devise or Inheritance; Other Transfers If the Unit Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within 60 days after receipt from the Unit Owner of the notice and information required to be furnished, the Association shall deliver or mail by certified or registered mail to the Unit Owner at the Unit's mailing address an agreement to purchase by a purchaser, being either the Association or a person approved by the Association who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within 60 days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined 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 Unit; 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.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within 30 days following the determination of the sale price.

(4) If the Association fails to purchase or provide a purchaser as herein required, or if a purchaser furnished by the Association defaults in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as herein required.

.4 Mortgage A Unit Owner may not mortgage his Unit except to a bank, life insurance company, savings and loan association, or to some other similar financial institution, or to a government agency, all of which are hereafter referred to as institutional mortgagees, without the approval of the Association. The approval of any other mortgagee may be upon conditions determined by the Board of Directors or may be arbitrarily withheld.

.5 Exception The foregoing provisions of Subsections 9.1, 9.2 and 9.3 shall not apply to a transfer to or purchase by an institutional mortgagee which acquired its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title or through foreclosure proceedings; nor shall such provisions apply to require the approval of a purchaser who acquires title to a Unit at a duly advertised public sale with open bidding required by law, such as but not limited to foreclosure sale, execution sale, judicial sale or tax sale. Upon resale the above exceptions are null and void.

.6 Separation of Interests A sale of a Unit shall include all its appurtenant interests. Appurtenant interests may not be sold separately. A lease of a Unit shall include the parking space appurtenant to it.

.7 Unauthorized Transactions Any sale, lease or mortgage which is not authorized pursuant to the terms of this Declaration shall be deemed to be and shall be void unless subsequently approved.

.8 Notice of Lien or Suit

(a) Notice of Lien A Unit Owner shall give notice, in writing, to the Association of every lien upon his Unit other than for permitted mortgages, taxes and special tax assessments within 5 days after attaching of the lien.

(b) Notice of Suit A Unit Owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his Unit, such notice to be given within 5 days after the Unit Owner received knowledge thereof.

(c) Failure to Comply Failure to comply with this Subsection concerning liens shall not affect the validity of any judicial sale.

.9 Transfer Fees

(a) The Association shall have the right to charge a fee for the approval of a sale, transfer, lease or any other transaction requiring the approval of the Association up to such maximum amount as may be allowed by Florida law, as amended from time to time, the exact amount to be determined by the Board of Directors from time to time. The fee is to be paid to the Association with the application to sell, transfer, lease or any other transaction requiring Association approval, and no transaction will be processed until the fee is paid.

(b) No fee shall be charged to a Unit Owner who is purchasing another Unit in the Condominium. The Board of Directors may, at its discretion, waive the fee for a purchaser who is an owner in one of the other condominiums in the Point Brittany Complex.

10. Purchase of Units by the Association The Association shall have the power to purchase Units, subject to the following provisions:

.1 Decision The decision of the Association to purchase a Unit shall be made by the Board of Directors, without approval of the members except as provided hereunder.

.2 Limitation If at any one time the Association be the owner or agreed purchaser of three or more Units, it may not purchase any additional Units without the prior approval at a regular or special meeting of the members at which a quorum is present in person or by proxy by a vote of seventy-five (75%) per cent of the members present in person or by proxy. A member whose Unit is the subject matter of the proposed purchase shall be ineligible to vote thereon.

.3 Exception to the Limitation The foregoing limitation shall not apply to Units to be purchased at a public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due to the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefore does not exceed the amount required for the cancellation of such lien.

11. Insurance Insurance, other than title insurance, which shall be carried upon the Condominium Property and property of the Unit Owners, shall be covered by the following provisions:

.1 Responsibility to Purchase

(a) By the Association Subject to the Condominium Act the Association shall purchase Insurance policies upon the Condominium Property for the benefit of the Association, and in the case of insurance covering damage to the Apartment Building and its appurtenances, also for the benefit of Unit Owners and their mortgagees as their interest may appear and provisions shall be made for the issuance of certificates of mortgage endorsements to the mortgagees of Unit Owners and to Unit Owners as required.

(b) By the Unit Owner It is the responsibility of the Unit Owner to purchase insurance covering the property described in clauses 5.2(b)(1)(i), (ii), and (iii) of this Declaration and any improvements thereto. Such insurance may not be of a nature to affect policies purchased by the Association. The Association shall not be required to obtain insurance coverage covering property described in clauses 5.2(b)(1)(i), (ii) and (iii) of this Declaration.

.2 Coverage

(a) Property The Association shall insure all buildings and improvements upon the Land and all personal property included in the Common Elements in an amount equal to the maximum insurable replacement value, as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(1) Such 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, as determined by the Board of Directors from time to time.

(2) The words "buildings" and "improvements" used in this Subsection and in the Association's property policy or any other insurance policy issued to the Association to protect any insurable improvements, including the Apartment Building, shall include all appurtenances, fixtures and improvements in, on or to the Apartment Building, excluding only the property required to be insured by the Unit Owner as set out in Paragraph 11.1(b) above, but including the property set out in clauses 5.2(b)(1) (iv), (v), and (vi) of this Declaration.

(b) Public Liability The Association shall obtain insurance coverage in such amounts as determined by the Board of Directors from time to time and with cross liability endorsement to cover liabilities of the Unit Owners as a group to an Unit Owner.

(c) Workers' Compensation The Association shall obtain Workers' Compensation insurance as required by law or any greater or better coverage as determined by the Board of Directors.

(d) Other The Association may obtain such other insurance as the Board of Directors shall determine desirable from time to time.

.3 Premiums Premiums for insurance obtained by the Association shall be a Common Expense.

.4 Insurance Trustee All property insurance policies purchased by the Association shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee. The Insurance Trustee shall be the Board of Directors of the Association unless the members of the Association decide by a resolution approved by the Board of Directors and sixty (%) of the members present in person or by proxy at a meeting of the members at which a quorum is present that the Insurance Trustee shall be an institution in Pinellas County, Florida and possessing trust powers, as may be approved by the Board of Directors from time to time.

.5 Share of Proceeds The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes stated in Section 11 and 12 herein, and for the benefit of the Unit Owners and their mortgagees in the following shares, which shares need not be set forth on the records of the Insurance Trustee:

(a) Common Elements Proceeds on account of damage to the Common Elements – an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

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

(1) When the Apartment Building is to be restored – for the owners of the damaged Units in proportion to the cost of repairing the damage suffered each Unit, which cost shall be determined by the Board of Directors.

(2) When the Apartment Building is not to be restored – for the Unit Owners in undivided shares being the same as their respective shares in the Common Elements.

(c) Mortgagees If a mortgage endorsement has been issued as to a Unit, the share of a Unit Owner shall be held in trust, subject to the provisions of Section 12 herein, for the mortgagee and the Unit 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.

.6 Distribution of Proceeds Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of Unit Owners in the following manner:

(a) Expense of Trust All expenses of the Insurance Trustee shall be first paid or provisions made therefore.

(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 thereof as provided in Section 12 herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners. Remittances to Unit Owners and mortgagees with mortgage endorsements shall payable jointly to them; this is a covenant for the benefit of any mortgagee of a Unit who has obtained a mortgage endorsement and may be enforced by such mortgagee.

(c) Failure to Reconstruct or Repair If it is determined in the manner provided in Section 12 that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and mortgagees with mortgage endorsements being jointly payable to them. This is a covenant for the benefit of any mortgagee of a Unit who has obtained a mortgage endorsement and may be enforced by such mortgagee.

(d) Certificate In making distribution to Unit Owners and to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President or Secretary as to the names of Unit Owners, their mortgagees if any, and their respective shares of distribution.

.7 Association as Agent The Association is hereby irrevocably appointed agent, with full power of substitution, for each Unit Owner and for each owner of any other insured interest in the Condominium Property, to adjust all claims arising under insurance policies purchased by the Association, to bring suit thereon in the name of the Association and /or other insureds, to deliver releases upon payments of claims, and to otherwise exercise all of the rights, powers and privileges of the Association and each owner of any other insured interest in the Condominium Property as an insured under such insurance policies.

## 12. Reconstruction or Repair After Damage

.1 Determination to Reconstruct or Repair If any part of the Condominium Property shall be damaged by insured casualty, whether or not it shall be repaired shall be determined in the following manner:

(a) Common Elements If the damaged improvement is a Common Element, the same shall be reconstructed or repaired unless the damages to the Apartment Building extend to the Units, in which case the provisions relative to reconstruction and repair of the Apartment Building set out below shall pertain.

### (b) Apartment Building

(1) Partial Destruction If the damaged improvement is the Apartment Building and less than ninety (90%) per cent of the amount of applicable insurance is forthcoming by reason of such casualty, the Apartment Building shall be reconstructed and repaired unless seventy-five per cent (75%) of members present in person or by proxy at a members' meeting, at which a quorum is present in person or by proxy vote not to reconstruct or repair the Apartment Building.

(2) Total Destruction If the damaged improvement is the Apartment Building and ninety (90%) per cent or more of the amount of applicable insurance is forthcoming by reason of such casualty, the Apartment Building shall not be reconstructed or repaired unless seventy-five per cent (75%) of members present in person or by proxy at a members' meeting, at which a quorum is present in person or by proxy vote to reconstruct and repair the Apartment Building.

(c) Certificate The Insurance Trustee may rely upon a certificate of the Association made by its President or Secretary to determine whether or not the Unit Owners, where so provided, have made a decision whether or not to reconstruct and repair.

.2 Responsibility for Repair and Reconstruction

(a) Unit Owner Repair Property The portion of the Apartment Building for which the responsibility of repair and reconstruction after damage to the Apartment Building is that of the Unit Owners, as defined in Section 5 herein under Clauses 5.2(b)(1) (i), (ii) and (iii), is hereafter called "Unit Owner Repair Property". The Unit Owners shall be responsible for the reconstruction and repair of Unit Owner Repair Property.

(b) Association Repair Property The remaining portion of the Apartment Building, including the portions of the Units as defined in Section 5 herein under Clauses 5.2(b)(1) (iii), (iv) and (v), and for which the responsibility of repair and reconstruction after damage to the Apartment Building is that of the Association, is hereafter called "Association Repair Property". The Association shall be responsible for the reconstruction and repair after of Association Repair Property.

.3 Plans and Specifications Any reconstruction or repair of Association Repair Property must be substantially in accordance with the plans and specifications of the original building and improvements; or, if not then according to plans and specifications approved by the Board of Directors and if the damaged property is the Apartment Building, by seventy-five (75%) per cent of Unit Owners present in person or by proxy at a members' meeting at which a quorum is present in person or by proxy.

.4 Estimate of Costs When the Association shall have responsibility of reconstruction and repair, prior to commencement of reconstruction and repair the Association shall obtain reliable and detailed estimates of the cost of reconstruction and repair.

.5 Assessment for Repair and Reconstruction

(a) Association Repair Property Assessments shall be made against all Unit Owners in amounts to provide funds that together with insurance proceeds will be sufficient for the payment of the cost of reconstruction and repair of Association Repair Property. Such assessments shall be in proportion to each Unit Owner's share in the Common Elements.

(b) Unit Owner Repair Property Unit Owners shall carry out their own repairs of Unit Owner Repair Property, subject to approval by the Board of Directors which approval shall be on such terms and conditions which the Board of Directors deems prudent and advisable in the best interests of the Association, including a time limit for completing the repairs.

If a Unit Owner does not carry out his own repairs within the time limit set by the Board of Directors, or if the Unit Owner breaches the terms and conditions set by the Board of Directors, the Association shall repair the Unit Owner Repair Property to a condition that protects the safety and value of the Apartment Building and the Units, as determined by the Board of Directors in the best interests of the Association. The cost of such repair shall be assessed against the Unit Owner and if the Unit Owner fails to pay to the Association the amount of such assessment within 30 days of giving the notice of assessment to the Unit owner, the Association shall have the right to a lien on the Unit in the same manner as a lien for delinquent Annual or Special Assessments. The notice of such assessment may be given in the same manner as a notice of a Special Assessment.

.6 Construction Funds The funds for the 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 Unit Owners shall be disbursed in payment of such costs in the following manner:

(a) Association Repair Property

(1) Use of Funds The proceeds of insurance held by the Insurance Trustee on account of damage to Association Repair Property and the funds collected by the Association from assessments against Unit Owners on account of damage to Association Repair Property, shall constitute a Construction Fund which shall be disbursed in payment of the costs of reconstruction and repair of Association Repair Property.

(2) Surplus The first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in the Construction Fund after payment of all cost of the reconstruction and repair, and such balance is held by the Insurance Trustee representing proceeds of insurance on account of Association Repair Property, such balance shall be distributed to the beneficial owners of the fund. Remittances to Unit Owners and mortgagees with mortgage endorsements shall be payable jointly to them; this is a covenant for the benefit of any mortgagee of a Unit who has obtained a mortgage endorsement and may be enforced by such mortgagee. If such balance in the Construction Fund represents the balance of assessments collected by the Association for Association Repair Property, such balance shall be distributed to the Unit Owners according to their interests in the Common Elements.

(b) Unit Owner Repair Property The portion of insurance proceeds held by the Insurance Trustee on account of Unit Owner Repair Property shall be paid by the Insurance Trustee to the Unit Owner, or, if there is a mortgage endorsement as to such Unit then to the Unit Owner and the Mortgagee jointly. The funds collected by the Association from assessment against a Unit Owner for the repair of Unit Owner Property shall be disbursed in payment of the cost of reconstruction and repair of the Unit to which such assessment pertains and the surplus, if any, shall be repaid to the Unit Owner.

(d) Certificate Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by the Unit 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 whether surplus funds to be distributed are less than the assessments paid by Unit Owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President or Secretary or the Association's managing agent as to any or all 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.



### 13. Compliance and Default

Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws and the Rules and Regulations adopted pursuant thereto, as any of them may be amended from time to time. Failure of the Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the following relief in addition to other remedies provided in this Declaration and the Condominium Act:

.1 Enforcement In addition to the powers elsewhere set forth in this Declaration and in the Condominium Act, the Association shall have the power to enforce this Declaration, the By-Laws and the Rules and Regulations of the Association by entry to any Unit at any reasonable time to make inspection, correction, or compliance and by imposing fines. Such entry, inspection, correction, or compliance may be made by an officer, authorized employee, agent or manager of the Association. Fines shall be fixed and determined by the Board of Directors from time to time and published in the Rules and Regulations of the Association and may be imposed by the Board or the President.

.2 Assessment for Negligence and Fines A Unit Owner shall be liable for the costs incurred by the Association for any maintenance, repair or replacement rendered necessary by his act, neglect, or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees, or agents, and for the costs incurred by the Association for any increase in property insurance rates occasioned by such act, neglect, or carelessness, or occasioned by use, misuse, occupancy, or abandonment of an Unit or its appurtenances or of the Common Elements. The Association shall have the right to assess the Unit Owner for such costs, and, subject to the provisions of the Condominium Act, for fines imposed by the Board of Directors unpaid after 30 days of the mailing or delivery of the notice of the imposition of the fine. If the Unit Owner fails to pay to the Association the amount of such assessment within 30 days of delivery of notice of such assessment to the Unit Owner the Association shall have a right to a lien on the Unit and to enforce such lien in the same manner as a lien for delinquent Annual or Special Assessments. The notice of such assessment may be given in the same manner as a notice of a Special Assessment.

.3 Costs and Attorneys Fees In any proceeding arising because of an alleged failure of an Unit Owner to comply with the terms of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto, all as may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be awarded by the court, provided no attorneys' fees may be recovered against the Association in any such action.

.4 No Waiver of Rights The failure of the Association, or any Unit Owner to enforce any covenant, restriction, other provisions of this Declaration, the By-Laws, or the Rules and Regulations adopted pursuant thereto, or provisions of the Condominium Act, shall not constitute a waiver of the right to do so thereafter.

### 14. Amendments

This Declaration and the Articles of Incorporation of the Association may be amended in the following manner:

.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.

.2 Adoption

(a) An amendment may be proposed by either the Board of Directors or by sixty (60%) per cent of the members of the Association.

(b) A resolution adopting a proposed amendment must be approved by the Board of Directors and by at least sixty (60%) per cent of the members present in person or by proxy at a meeting of the members at which a quorum is present in person or by proxy.

.3 Agreement In the alternative an amendment may be made by an agreement signed and acknowledged by all Unit Owners in the Condominium in the manner required for the execution of a deed, and such amendment shall become effective when recorded in the Public Records of Pinellas County, Florida.

.4 Proviso Provided, however, that no amendment shall discriminate against any Unit Owner nor class or group of Unit Owners or of Units, unless the Unit Owners so affected and institutional first mortgagees of such Units shall consent; and no amendment shall change a Unit nor the share in the Common Elements or the share of Common Expenses, except if such changes are minor mathematical corrections not greater than one half of one (½%) per cent, unless the Unit Owners so affected and institutional first mortgagees of such Units shall consent.

.5 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 formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Pinellas County, Florida.

15. Termination

The Condominium may be terminated in the following manner:

.1 Plan of Termination A Plan of Termination shall have the meaning, contain the provisions, shall have the effect, and shall be carried out pursuant to the provisions of Section 718.117 of the Condominium Act.

.2 Optional Termination The Condominium may be terminated by a Plan of Termination approved by the Board of Directors and at least seventy- five per cent (75%) of the members present in person or by proxy at a meeting of the members at which a quorum is present in person or by proxy.

.3 Total Destruction If the Association decides not to reconstruct the Apartment Building pursuant to the provisions of Paragraph 12.1(b) herein, the Condominium shall be terminated pursuant to a Plan of Termination.

.4 Agreement The Condominium may be terminated by approval in writing of all Unit Owners and by all recorded mortgagees upon Condominium Property.

.5 Certificate The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President or Secretary certifying as to the facts affecting termination, which certificate shall become effective upon being recorded in the Public Records of Pinellas County, Florida.

16. Interpretation

.1 Severability The invalidity in whole or in part of any covenant, restriction, Subsection, paragraph, sentence, clause, phrase or word or other provision of this Declaration, the By-Laws, the Rules and Regulations, and the Exhibits attached hereto, shall not affect the remaining portions thereof.

.2 Headings Headings are inserted for the sake of convenience and shall not affect the meaning of the provisions thereunder.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 15<sup>th</sup> day of July, 1969.

LEECO GAS & OIL CO.

By           \S\            
President

Witnesses:

          \S\          

          \S\          

Attest:

          \S\            
Secretary

STATE OF FLORIDA    )  
                                  ) ss.  
COUNTY OF PINELLAS )

Before me the undersigned authority, personally  
Appeared           \name\           and  
          \name\          , the President  
And           \name\           Secretary, respectively, of LEECO GAS & OIL CO.,  
A Florida corporation, Developer herein, who acknowledged before  
Me that they as officers of said corporation executed this  
Declaration and affixed the seal of the said corporation, and that  
The same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and  
Official seal at said County and State this 15<sup>th</sup> day of  
July, 1969

          \S\            
Notary Public, State of Florida

My commission expires:  
June 15, 1973

\ SEAL \

**EXHIBITS TO THE DECLARATION**

**TABLE OF CONTENTS AND NOTES RE EXHIBITS**

The following Exhibits are the Exhibits to the AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF BAYWAY ISLES - POINT BRITTANY THREE, A CONDOMINIUM, PINELLAS COUNTY, FLORIDA, and are attached in the following sequence:

EXHIBIT A        The description of the Land of the Condominium referred to in Paragraph 1.1(a).

EXHIBIT B        The description of the Easement appurtenant to the Land referred to in Paragraph 1.2(b).

EXHIBITS J, K, L, M, N, O and P

The description of the lands of the Community Facilities referred to in Paragraph 1.2(c) and 2.8 and elsewhere.

EXHIBITS E -1 to E - 5

The Survey or Plot Plan showing the Land and buildings and the Survey showing the floor plans for the ten floors, referred to in Subsection 2.2 and Subsection 3.1 and elsewhere.

EXHIBIT F        The Shares of Common Elements and Shares of Common Expenses referred to in Paragraphs 4.3(b) and 4.3(c) and elsewhere.

EXHIBIT G        The Amended and Restated Articles of Incorporation of the Association, Bayway Isles - Point Brittany Corporation, Inc., referred to in Subsection 2.4 and elsewhere.

EXHIBIT H        The Amended and Restated By-Laws of the Association, referred to in Subsection 7.2 and elsewhere.

Former Exhibit C, the Community Facility Lease with the original Developer, and former Exhibit D, the Management Agreement with the original Developer have been superseded and are no longer in effect. There never was an Exhibit I.

EXHIBIT A  
TO  
THE AMENDED AND RESTATED DECLARATION OF  
BAYWAY ISLES - POINT BRITTANY THREE  
A CONDOMINIUM, PINELLAS COUNTY, FLORIDA

The following lands lying and being situate in Pinellas County, Florida, to wit:

Lot 3 and the easterly 20 feet of the north 176.0 feet of the southerly 317.84 feet of Lot 5, BAYWAY ISLES - POINT BRITTANY according to the Plat thereof recorded in Official Record Book 63 at Page 94 in the Public Records of Pinellas County, Florida.

EXHIBIT B  
TO  
THE AMENDED AND RESTATED DECLARATION OF  
BAYWAY ISLES - POINT BRITTANY THREE  
A CONDOMINIUM, PINELLAS COUNTY, FLORIDA

The following land lying and being situate in Pinellas  
County, Florida, to wit:

The "Private Road" shown on and described in the Plat  
of Bayway Isles - Point Brittany recorded in the Public  
Records of Pinellas County in Plat Book 63 on Page 94  
Pinellas Florida Public Records.

## EXHIBIT J

Lots 9 and 10 of BAYWAY ISLES-POINT BRITTANY, as recorded in Plat Book 63 at page 94 in the Public Records of Pinellas County, Florida, also described as follows:

Commence at the Southeast corner of the Southeast 1/4 of the Northwest 1/4 of Section 10, Township 32 South, Range 16 East; thence run South 89° 58' 00" East, 627.00 feet to the Southeast corner of the West 627.00 feet of the South 418.00 feet of the Southwest 1/4 of the Northeast 1/4 of said Section 10; thence run North 89° 58' 00" West, 232.00 feet; thence run South 75° 00' 00" West, 1201.37 feet; thence run South 75° 15' 00" West, 805.17 feet; thence run North 40° 00' 00" West, 2377.12 feet to the most Northerly corner of Bayway Isles, Unit 1 as recorded in Plat Book 60, pages 80 and 81, Records of Pinellas County, Florida; thence run South 75° 15' 00" West, 889.85 feet for a point of beginning; thence South 75° 15' 00" West, along the North line of a 150 foot channel, 436.73 feet; thence North 40° 00' 00" West, 238.89 feet; thence South 75° 15' 00" West, 100.00 feet; thence run North 14° 45' 00" West, 69.21 feet; thence North 15° 15' 00" East, 222.07 feet; thence South 79° 27' 10" East, 197.98 feet; thence by a curve to the left, radius 140.00 feet, arc 141.03 feet, chord North 71° 41' 20" East, 135.14 feet, to a point on the South westerly Right-of-way of Leeland Street South, as described in Pinellas County Clerk's Instrument #198941B; thence by a curve to the right, radius 2824.79 feet, along said Right-of-way, arc 353.47 feet, chord South 43° 35' 05" East, 353.24 feet; thence South 40° 00' 00" East, 101.67 feet to the Point of Beginning.

## EXHIBIT K

Commencing at the most Northerly corner of Lot 1, Block 1, Bayway Isles Point Brittany First Addition, As recorded in Plat Book 72, Page 60, Public Records of Pinellas County, Florida; thence along the Southerly Right-of-Way line of Pinellas Bayway (a 200 foot Right-of-Way) by the following two courses: S. 64°00'00" W., 194.95 feet to a Point of Curve; along the arc of a curve to the right, Radius 4715.66 feet, Arc 300.04 feet, Chord S. 65°37'15" W., 266.79 feet; thence leaving said line S. 22°09'02" E., 60.27 feet to the Point of Beginning; thence continue S. 22°09'02" E., 58.38 feet; thence S. 67°50'58" W., 12.81 feet; thence S. 42°49'50" W., 259.96 feet to the Easterly Right-of-Way line of Leeland Street South (50th Street South) (an 80 foot Right-of-Way); thence along said line by the following two courses: N. 47°10'10" W., 242.94 feet; N. 18°01'08" W., 17.77 feet to a Point on Curve on the aforementioned Pinellas Bayway Right-of-Way line; thence along said line by the arc of a curve to the left, Radius 4715.66 feet, Arc 300.04 feet, Chord N. 69°40'20" E., 299.99 feet; thence leaving said line S. 22°09'02" E., 60.00 feet; thence N. 67°50'58" E., 50.00 feet to the Point of Beginning. Containing 52457.297 square feet or 1.204 acres more or less.



## EXHIBIT L

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 1, BLOCK 1, BAYWAY ISLES POINT BRITTANY FIRST ADDITION, AS RECORDED IN PLAT BOOK 72, PAGE 60, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF PINELLAS BAYWAY (A 200 FOOT RIGHT OF WAY) BY THE FOLLOWING TWO COURSES: S. 64°00'00" W., 194.95 FEET TO A POINT OF CURVE: ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 4715.66 FEET, ARC 130.58 FEET, CHORD S. 64°47'35" W., 130.57 FEET TO A POINT ON CURVE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE BY THE ARC OF A CURVE TO THE RIGHT, RADIUS 4715.66 FEET, ARC 136.25 FEET, CHORD S. 66°24'51" W., 136.24 FEET; THENCE LEAVING SAID LINE S. 22°09'02" E., 118.65 FEET; THENCE N. 67°50'58" E., 136.20 FEET; THENCE N. 22°09'02" W., 122.06 FEET TO THE POINT OF BEGINNING. CONTAINING 16347.842 SQUARE FEET MORE OR LESS OR 0.375 ACRES MORE OR LESS.

**EXHIBIT M**

Lot 4 of BAYWAY ISLES-POINT BRITTANY, according to the plat thereof as recorded in Plat Book 63, page 94, Public Records of Pinellas County, Florida.

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**EXHIBIT N**

Lot 6 of BAYWAY ISLES-POINT BRITTANY, according to the plat thereof as recorded in Plat Book 63, page 94, Public Records of Pinellas County, Florida.

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**EXHIBIT O**

Lot 7 of BAYWAY ISLES-POINT BRITTANY, according to the plat thereof as recorded in Plat Book 63, page 94, Public Records of Pinellas County, Florida.

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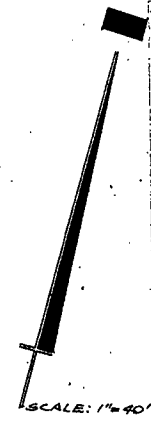
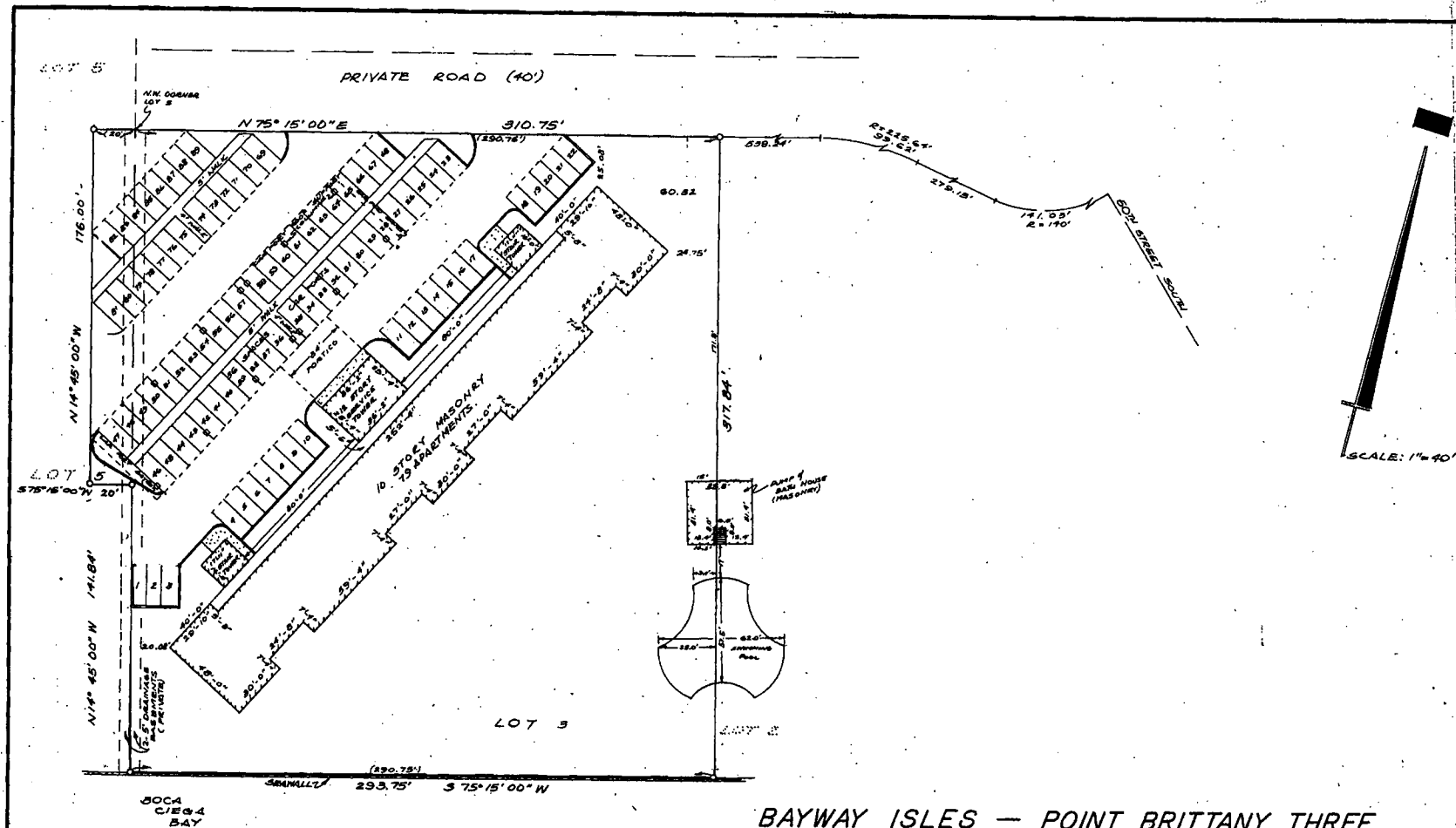
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**EXHIBIT P**

Lot 8 of BAYWAY ISLES-POINT BRITTANY, according to the plat thereof as recorded in Plat Book 63, page 94, Public Records of Pinellas County, Florida.

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**BAYWAY ISLES — POINT BRITTANY THREE**

A CONDOMINIUM

Section 9, Township 32 S., Range 16 E.  
ST. PETERSBURG, FLORIDA

PLOT PLAN

EXHIBIT E-1

**LEGAL DESCRIPTION:**  
LOT 3 AND THE EASTERLY 20 FEET OF THE NORTH 176.0 FEET OF THE SOUTHERLY 317.84 FEET OF LOT 5, BAYWAY ISLES - POINT BRITTANY AS RECORDED IN PLAT BOOK 63, PAGE 94, RECORDS OF PINELLAS COUNTY, FLORIDA

THIS SURVEY AND DRAWINGS CONSISTING OF FIVE (5) SHEETS IS THE PROPERTY DESCRIBED IN THE DECLARATION FOR POINT BRITTANY THREE A CONDOMINIUM ON BAYWAY ISLES AND IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED AND THAT THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, DIMENSIONS, AND SIZE OF THE COMMON ELEMENTS, AND OF EACH UNIT.

**GEORGE F. YOUNG, INC.**  
*George F. Young* PRESIDENT  
FLA. SURVEYOR'S REG'N. NO. 669  
FLA. ENGINEER'S REG'N. NO. 4815

DATE: 22 MAY 1969  
SHEET 1 OF 5 SHEETS



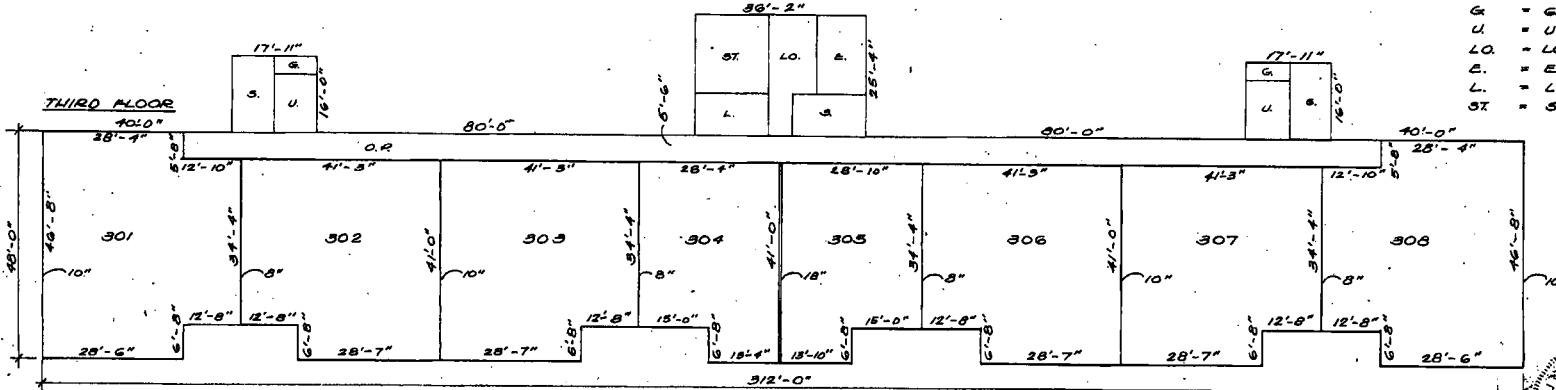
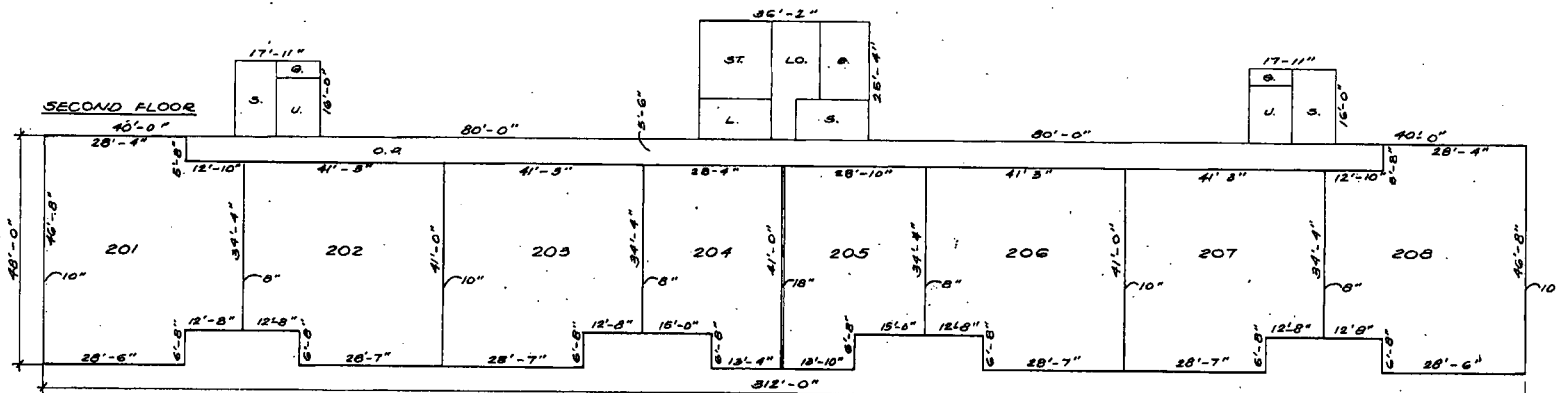
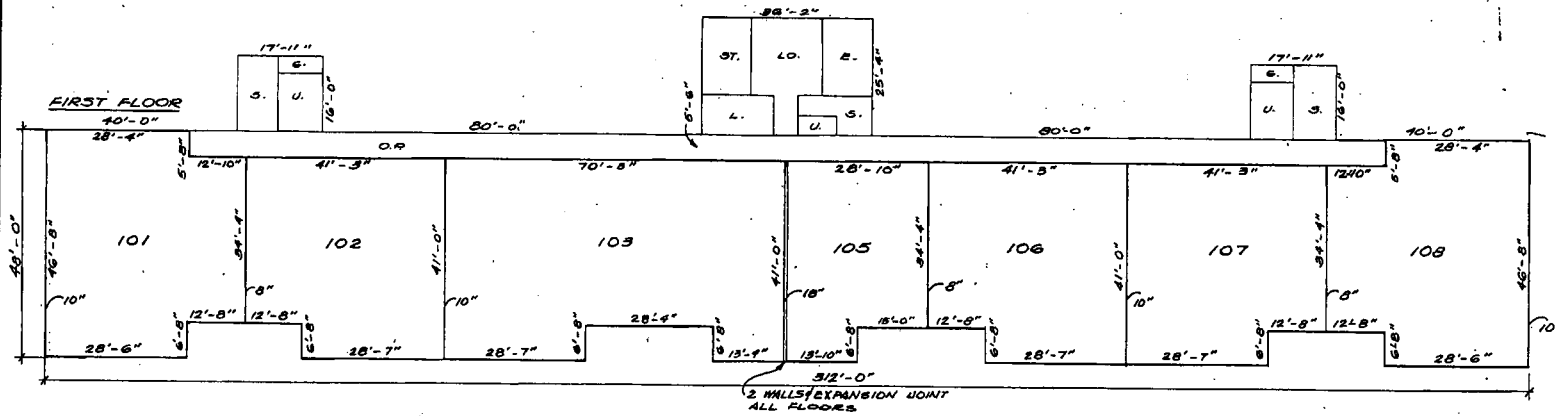
BAYWAY ISLES — POINT BRITTANY THREE  
A CONDOMINIUM

Section 9, Township 32 S., Range 16 E.  
ST. PETERSBURG, FLORIDA

SCALE: 1" = 20'

1-3 FLOOR PLAN

EXHIBIT E-2

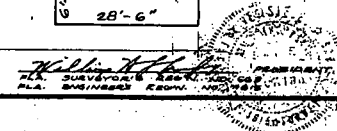


LEGEND:

- O.R. = OPEN PORCH
- S. = STAIRCASE
- G. = GARBAGE CHUTE
- U. = UTILITY
- LO. = LOBBY
- E. = ELEVATOR SHAFT
- L. = LAUNDRY
- ST. = STORAGE

GEORGE A. YOUNG, INC.

SHEET 2 OF 5 SHEETS DATE: 11 MAY 1989



# BAYWAY ISLES — POINT BRITTANY THREE

## A CONDOMINIUM

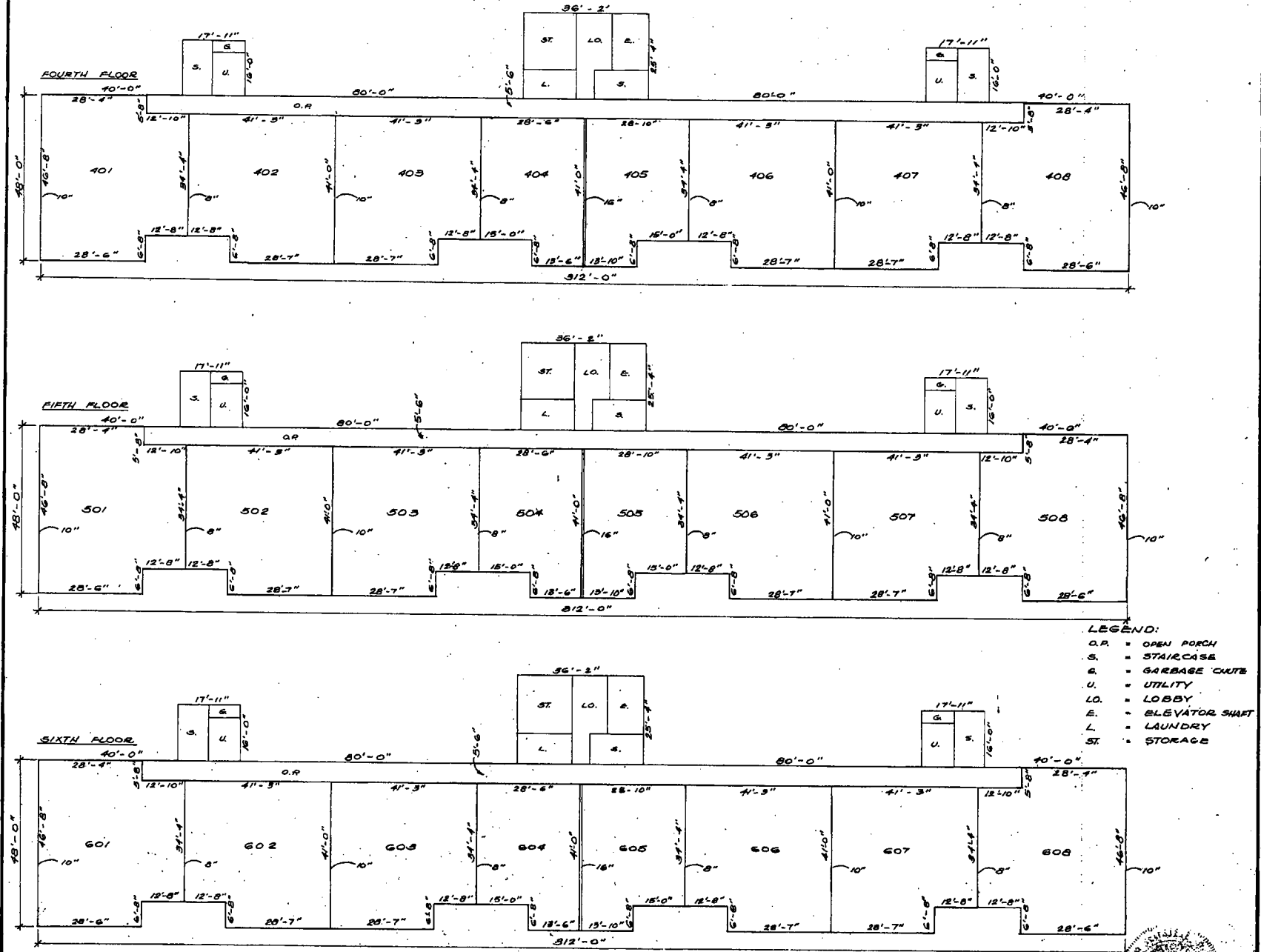
Section 9, Township 32-S., Range 16 E.

ST. PETERSBURG, FLORIDA

SCALE: 1" = 20'

### 4 - 6 FLOOR PLAN

EXHIBIT E-3



- LEGEND:**
- O.P. = OPEN PORCH
  - S. = STAIRCASE
  - G. = GARBAGE CHUTE
  - U. = UTILITY
  - L. = LOBBY
  - E. = ELEVATOR SHAFT
  - L. = LAUNDRY
  - ST. = STORAGE

GEORGE F. YOUNG, INC. *W. H. Young*  
 DATE: 12 MAY 1969  
 FLA. ENGINEER'S REG. NO. 206



BAYWAY ISLES - POINT BRITTANY THREE

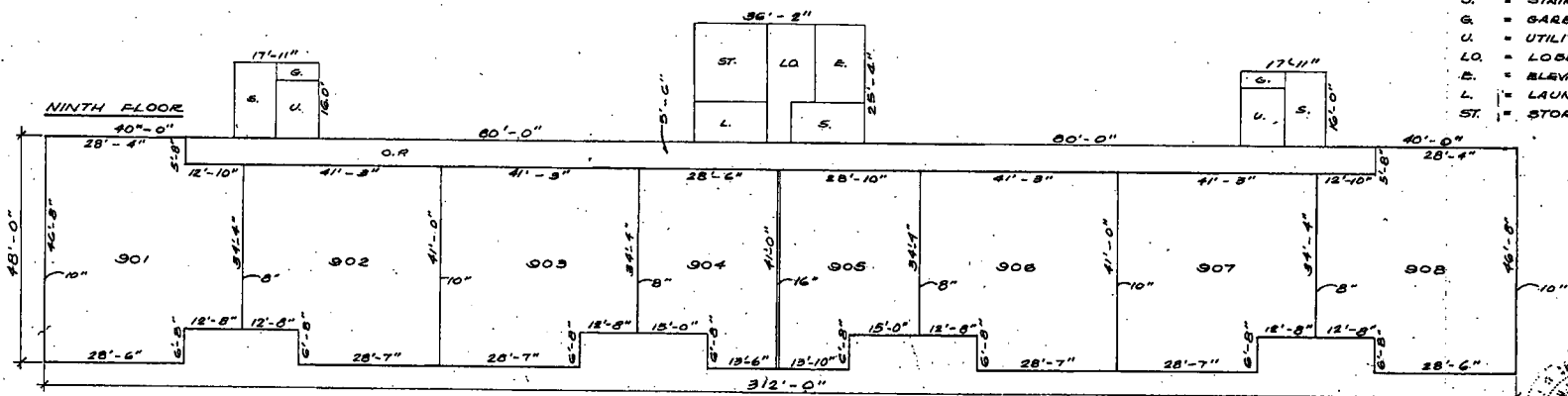
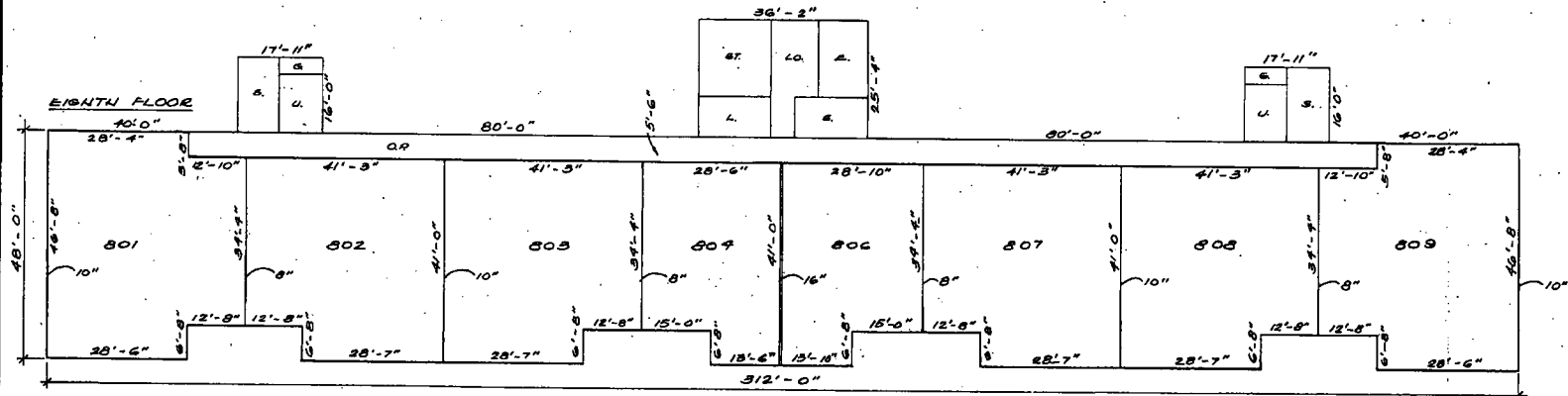
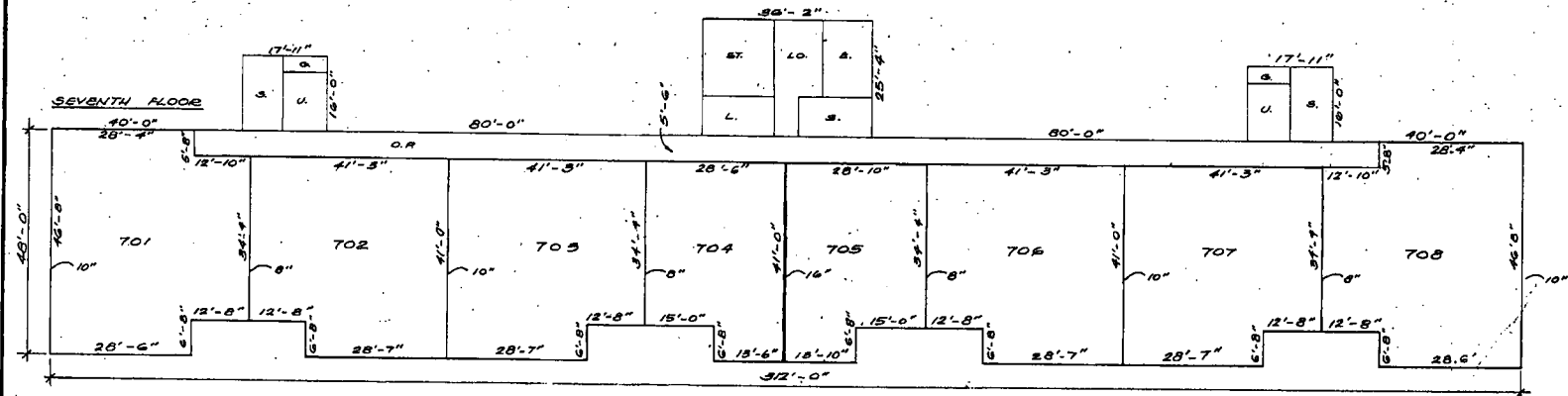
A - CONDOMINIUM

Section 9, Township 32 S., Range 16E.  
ST. PETERSBURG, FLORIDA

SCALE: 1" = 20'

7-9 FLOOR PLAN

EXHIBIT E-4



- LEGEND:
- O.P. = OPEN PORCH
  - S. = STAIRCASE
  - G. = GARBAGE CHUTE
  - U. = UTILITY
  - LO. = LOBBY
  - E. = ELEVATOR SHAFT
  - L. = LAUNDRY
  - ST. = STORAGE

GEORGE A. YOUNG, INC.

DATE: 22 MAY 1962

SHEET 4 OF 5 SHEETS

FLA. SURVEYOR & ENGINEER  
PRESIDENT  
FLA. ENGINEER REG. NO. 105

# BAYWAY ISLES — POINT BRITTANY THREE

A CONDOMINIUM

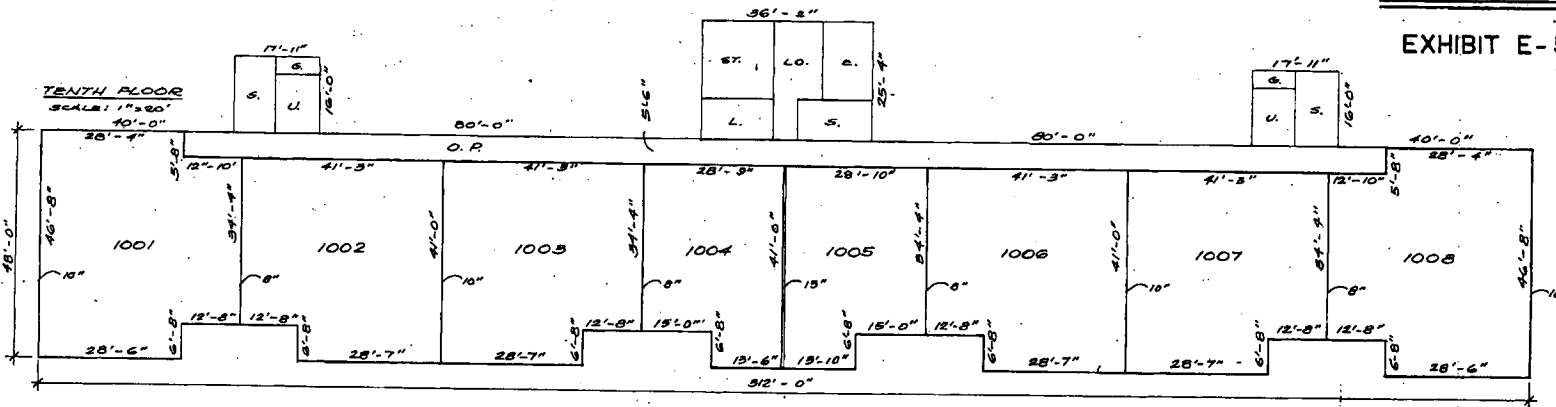
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ST. PETERSBURG, FLORIDA

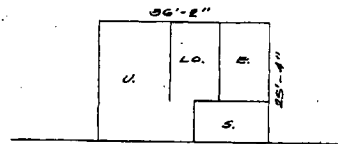
10-12 FLOOR PLAN

& ELEVATION

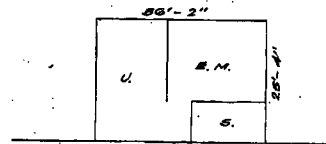
EXHIBIT E-5



ELEVENTH FLOOR

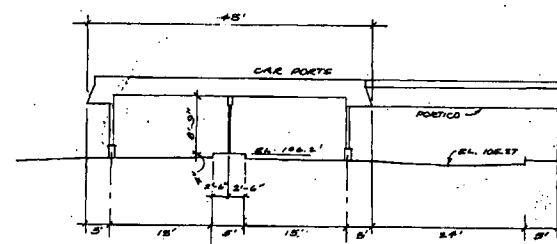
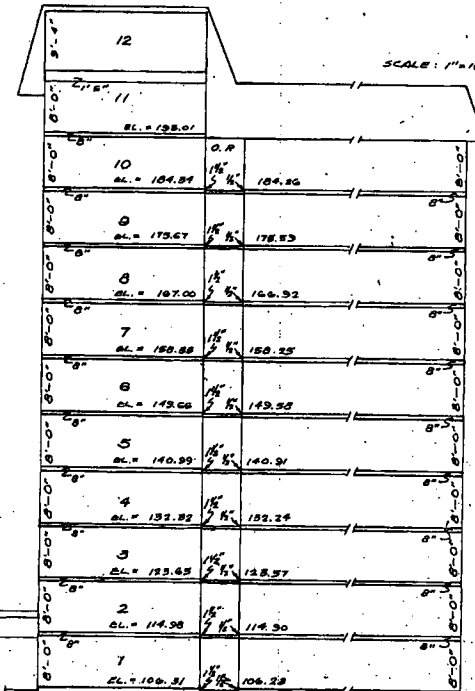


TWELFTH FLOOR



- LEGEND:**
- O.P. = OPEN PORCH
  - S. = STAIRCASE
  - G. = GARBAGE CHUTE
  - U. = UTILITY
  - L.O. = LOBBY
  - E. = ELEVATOR SHAFT
  - L. = LAUNDRY
  - E.M. = ELEVATOR MACHINERY

NOTE: ALL ELEVATIONS REFER TO CITY DATUM, 97.00'=M.S.L.

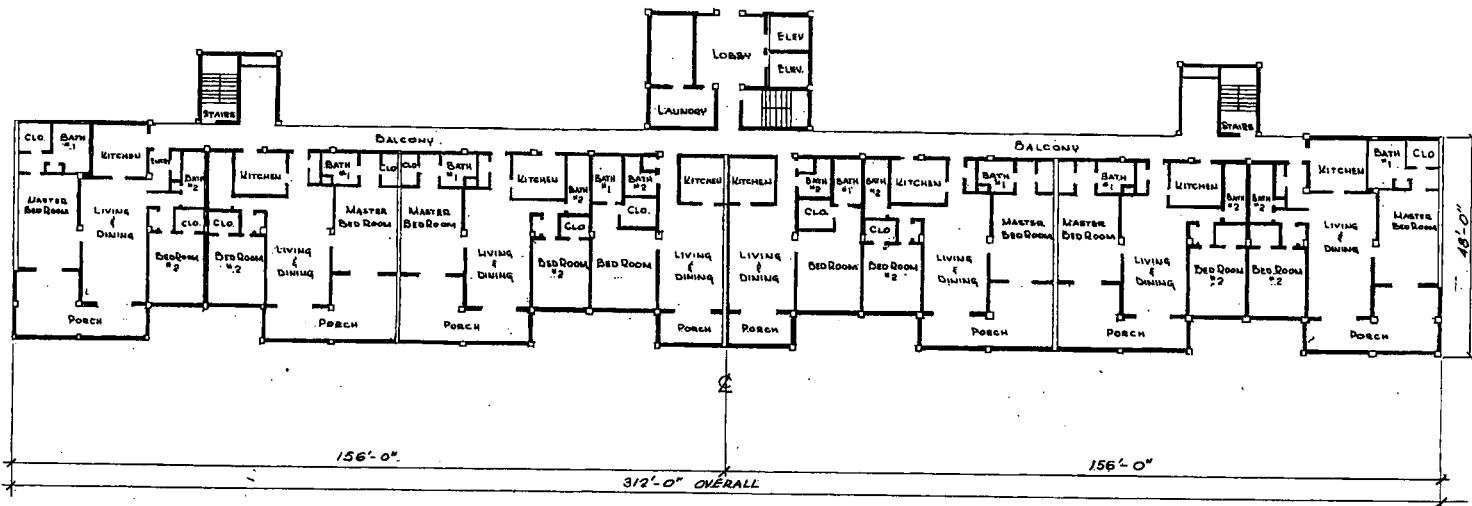


GEORGE F. YOUNG, INC.  
*George F. Young* PRESIDENT  
 FLA. SURVEYOR REG. NO. 998  
 FLA. ENGINEER REG. NO. 1234

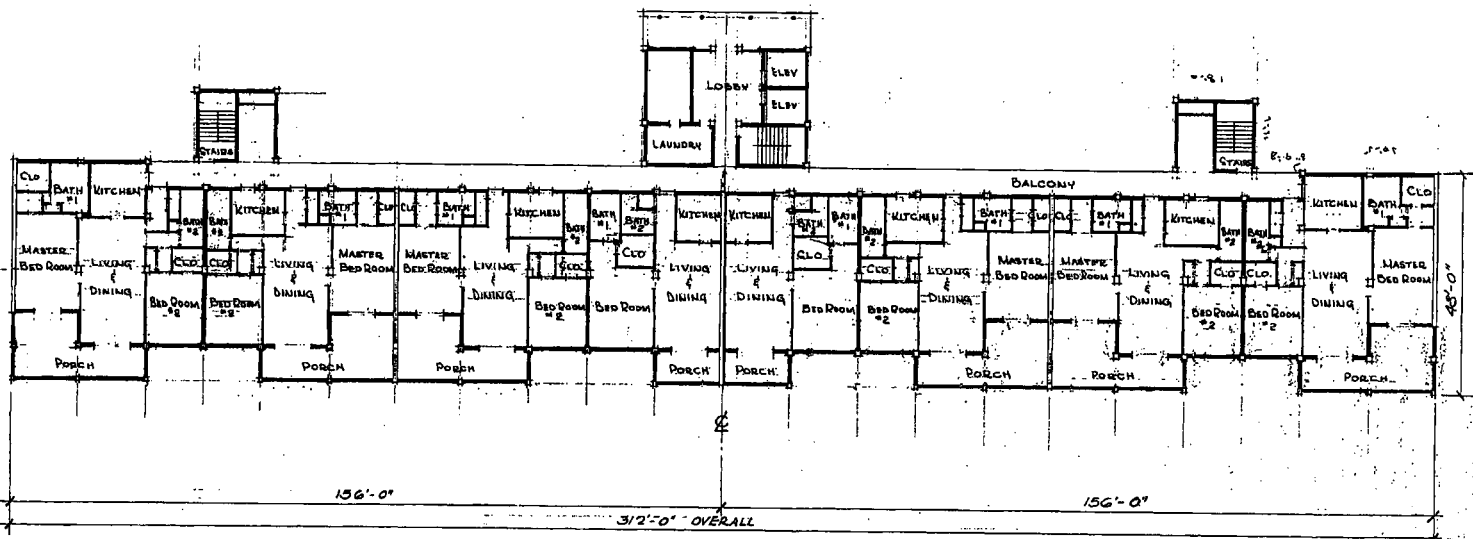
DATE: 22 MAY 1967

SHEET 5 OF 5 SUBSETS





TYPICAL FLOOR PLAN 2<sup>ND</sup> THRU 10<sup>TH</sup> FLOORS  
SCALE: 1/4" = 20'-0"



TYPICAL FLOOR PLAN 1<sup>ST</sup> FLOOR  
SCALE: 1/4" = 20'-0"

WELLMASON ARCHITECT	3-10 STORY APARTMENT BLDG		SHEET A-12 OF -37
	OVERALL FLOOR PLAN		
LEECO GAS & OIL CO. BAYWAY ISLES 5000-54TH AVE S. ST. PETERSBURG, FLA.	DATE	DRAWN	APPROVED
	9-4-65		WJM
		REVISIONS	



EXHIBIT F  
TO  
THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF  
BAYWAY ISLES - POINT BRITTANY THREE  
A CONDOMINIUM, PINELLAS COUNTY, FLORIDA

Introduction. This Exhibit consists of a brief description of each condominium unit, that is Apartment, and a statement of the following appurtenances to each unit:

- (1) Its share of the Common Elements;
- (2) Its share of the Common Expense and Common Surplus.

Explanation of Exhibit:

Building. The Condominium contains one ten story building containing 79 units, that is Apartments.

Floor. The first numeral of a three numeral number identifying the Apartment and the first two numerals of a four numeral number identifying the Apartment describe the floor. Thus Apartment 101 is on the first floor and Apartment 1001 is on the tenth floor.

Description of Apartments. All Apartments whose last digit is 4 or 5 are one bedroom, one and one half bath Apartments. All other Apartments except 103 are two bedroom, two bath Apartments. Apartment 103 is a three bedroom, three bath Apartment.

Common Expenses. A Condominium unit's, that is Apartment's, share of Common Expenses and Common Surplus is as follows:

All Apartments whose last digit is 1 or 8	1.39705
All Apartments whose last digit is 4 or 5	1.10295
All Apartments whose last digit is 2 or 3, except 103	1.25000
Apartment 103	2.35295

Common Elements. A Condominium Unit's, that is Apartment's, share of the Common Elements is as follows:

<u>Apartment Number</u>	<u>Share</u>
1001	1.76472
901	1.71570
801	1.66668
701	1.61766
601	1.56864
501	1.51962
401	1.47060
301	1.42158
201	1.37256
101	1.32354

<u>Apartment Number</u>	<u>Shsre</u>
1002	1.43383
902	1.39707
802	1.36030
702	1.32354
602	1.28677
502	1.21324
402	1.21324
302	1.17648
202	1.13971
102	1.10295
1003	1.42893
903	1.39216
803	1.35540
703	1.31863
603	1.28187
503	1.24510
403	1.20834
303	1.17157
203	1.13481
103	1.98040
1004	1.10295
904	1.07844
804	1.05393
704	1.02942
604	1.00491
504	0.98040
404	0.95589
304	0.93133
204	0.90687
1005	1.10295
905	1.07844
805	1.05393
705	1.02942
605	1.00491
505	0.98040
405	0.95589
305	0.93138
205	0.90687
105	0.88236

<u>Apartment Number</u>	<u>Share</u>
1006	1.41422
906	1.37746
806	1.34069
706	1.30393
606	1.27206
506	1.23040
406	1.19363
306	1.15687
206	1.12010
106	1.08334
1007	1.40932
907	1.37256
807	1.33579
707	1.29903
607	1.26226
507	1.22550
407	1.18873
307	1.15197
207	1.11520
107	1.07844
1008	1.66668
908	1.61766
808	1.56864
708	1.51962
608	1.47060
508	1.42158
408	1.37251
308	1.32354
208	1.27452
108	1.22000

**EXHIBIT G**  
TO  
THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF  
BAYWAY ISLES - POINT BRITTANY THREE  
A CONDOMINIUM, PINELLAS COUNTY, FLORIDA  
  
**AMENDED AND RESTATED ARTICLES OF INCORPORATION**  
OF  
**BAYWAY ISLES - POINT BRITTANY THREE CORPORATION, INC.**  
A CORPORATION NOT FOR PROFIT

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SECTION 4	Qualification of Members.....	1
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**EXHIBIT G**  
TO  
THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF  
BAYWAY ISLES - POINT BRITTANY THREE  
A CONDOMINIUM, PINELLAS COUNTY, FLORIDA

**AMENDED AND RESTATED ARTICLES OF INCORPORATION**  
OF  
**BAYWAY ISLES - POINT BRITTANY THREE CORPORATION, INC.**  
A CORPORATION NOT FOR PROFIT

1. Name and Place of Business The name of the Corporation is BAYWAY - ISLES POINT BRITTANY THREE CORPORATION, INC., hereafter referred to as the "Corporation". The place of business shall be 5800 54<sup>th</sup> Avenue South, St. Petersburg, FL 33715.
  
2. Organization and Purpose The Corporation is organized as a corporation not for profit under the provisions of Chapter 617 of the Florida Statutes and is a Condominium Association as referred to and authorized by Section 711.2 of the Florida Statutes. The purpose for which the Corporation is organized is to provide an entity responsible for the operation of a condominium in Pinellas County, Florida known as BAYWAY ISLES - POINT BRITTANY THREE, a condominium. Said condominium is herein called the "Condominium" and the Amended and Restated Declaration of Condominium whereby the same was created, as amended, is herein called the "Declaration".
  
3. Definitions
  - .1 Unit Unit means unit as defined in the Condominium Act.
  - .2 Unit Owner Unit Owner means unit owner as defined by the Condominium Act.
  - .3 Association Association means the Corporation.
  - .3 By-Laws By-Laws means the By-Laws of the Corporation, that is the Association.
  - .4 Condominium Act Condominium Act means Chapter 711 of Florida Statutes, as amended from time to time.
  
4. Qualification of Members The members of the Corporation shall constitute all of the record Unit Owners. After receiving the approval of the Corporation, as required by the provisions of the Declaration, change of membership in the Corporation shall be established by recording in the Public Records of Pinellas County, Florida a deed or other instrument establishing record title to a Unit. The record title owner or grantee by such instrument thereby becomes a member of the Corporation and the membership of the prior owner of the Unit is thereby terminated. The establishment of voting rights of a member is set out in the By-Laws.
  
5. Term The existence of the Corporation shall be perpetual unless the Condominium is terminated pursuant to the provisions of the Declaration and in the event of such termination, the Corporation shall be dissolved in accordance with law.

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

STANLEY H. SPIELER 2945 S. Miami Avenue  
Miami, Florida

MARY JANE BAUER 641 N. E. 142 Street  
North Miami, Florida

MOIE J. L. TENDRICH 6151 Twin Lakes Drive  
South Miami, Florida

7. Directors and Officers The affairs of the Association shall be managed by its Board of Directors. The officers of the Association shall be a President, Vice President, Treasurer and Secretary which officers shall be elected annually by the Board of Directors.

8. Board of Directors The board of Directors shall consist of up to seven (7) Unit Owners or designated voting representatives qualified and elected in the manner set forth in the By-Laws.

9. By-Laws The By-Laws shall be enacted and amended by the Board of Directors. Such By-Laws and amendments shall be effective until the next meeting of members at which time they shall require the approval of a majority of the members present in person or by proxy when a quorum is present in person or by proxy.

10. Powers

The Corporation shall have all of the following powers:

.1 Section 617.021 All of the powers set forth and described in Section 617.021 of the Florida Statutes not repugnant to any of the provisions of the Condominium Act.

.2 Condominium Act All of the powers of an condominium association set forth in the Condominium Act.

.3 Declaration All the powers set forth in the Declaration.

.4 Acquisition of Property To acquire and enter into agreements whereby it acquires fee simple title in the Association's name individually or as tenant in common to real property and improvements thereon, and personal property, leaseholds, memberships, and other possessory or use interest in lands or facilities, including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation, or other use or benefit of the Unit Owners.

.5 Acquisition of Units To acquire Units by purchase or otherwise pursuant to the provisions of the Declaration.

.6 Operations To operate and manage the Condominium in accordance with the sense, meaning, direction, purpose and intent of the Declaration, as the same may be amended from time to time, and to otherwise perform, fulfill and exercise the powers, privileges options, rights, duties, obligations, and responsibilities entrusted to or delegated to it by the Declaration.

.7 Delegation of Powers To contract with a third party for the administration, management and operation of the Condominium and to delegate to the contractor all powers and duties of the Corporation except those that are specifically required by the Declaration or these Articles of Incorporation to have the approval of the membership or the Board of Directors of the Corporation.

11. Amendment These Articles of Incorporation may be amended only in accordance with the provisions of the Declaration.

We, the undersigned, being each of the subscribers hereto, do hereby subscribe to these Articles of Incorporation and in witness whereof we have hereunto set our hands and seals this 15<sup>th</sup> day of July, 1969.

WITNESSES:

|S|

|S|

|S| (SEAL)  
STANLEY H. SPIELER

|S| (SEAL)  
MARY JANE BAUER

|S| (SEAL)  
MOIE J. L. TENDRICH

STATE OF FLORIDA )  
                                  : ss.  
COUNTY OF DADE )

BEFORE ME, the undersigned authority, personally appeared STANLEY H. SPIELER, MARY JANE BAUER, and MOIE J. L. TENDRICH, well known to me, who upon oath acknowledged before me that they executed the above and foregoing Articles for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at said County and State this 15<sup>th</sup> day of July, 1969.

" Mary E Willis "  
Notary Public, State of Florida

My commission expires : 4/19/70

**AMENDED AND RESTATED BY-LAWS  
OF  
BAYWAY ISLES - POINT BRITTANY CORPORATION, INC.  
THE ASSOCIATION**

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**EXHIBIT H**  
TO  
THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF  
BAYWAY ISLES - POIN BRITTANY THREE  
A CONDOMINIUM, PINELLAS COUNTY, FLORIDA

**AMENDED AND RESTATED BY-LAWS OF  
BAYWAY ISLES - POINT BRITTANY THREE CORPORATION, INC.**  
A CORPORATION NOT FOR PROFIT

1. The Association

.1 Purpose These are the By-Laws of BAYWAY ISLES - POINT BRITTANY THREE CORPORATION, INC., a not for profit Florida corporation, hereafter called the "Corporation". The purpose for which the Corporation is organized is to provide an entity responsible for the operation of a condominium in Pinellas County, Florida known as BAYWAY ISLES - POINT BRITTANY THREE, a condominium. Said condominium is herein called the "Condominium" and the Amended and Restated Declaration of Condominium whereby the same was created, as amended from time to time, is herein called the "Declaration".

.2 Definitions

- (a) **Unit** means unit as defined by the Condominium Act.
- (b) **Unit Owner** means unit owner as defined by the Condominium Act.
- (c) **Association** means the Corporation and the two terms are used interchangeably herein.
- (d) **By-Laws** means these By-Laws set forth herein.
- (e) **Condominium Act** means Chapter 711 of Florida Statutes, as amended from time to time.
- (f) **Immediate Family** means the parents, children, brothers and sisters of the Unit Owner and the Unit Owner's souse.
- (f) **Record Title Holder(s)** means the person or persons shown as the legal owner or owners of title to a Unit as recorded in the Public Records of Pinellas County Florida.

.3 Offices The Offices of the Association shall be the administrative offices of Point Brittany Administrative Corporation, Inc. or such other place as the Board of Directors may determine from time to time.

2. Members

.1 Qualification The members of the Association shall consist of all Unit Owners. A Unit Owner is also called a "member" herein.

.2 Change of Membership After receiving the approval of the Association for change of ownership of an Unit required by the Declaration, a 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 record title to an Unit and the owner designated by such instrument thereby becomes a member of the Association and the membership of the prior owner is thereby terminated.

.3 Voting Rights After delivering to the Association a certified copy of the deed or other instrument establishing record title to an Unit, a member shall be entitled to cast one vote for each Unit owned by the member.

.4 Designation of Voting Representative

(a) If a Unit is owned by one person, that person has the right to vote. If title is held by one of a married couple, the title holder may designate the spouse who may vote and hold office in lieu of the member. Such designation shall be by a certificate filed with the Secretary.

(b) If a Unit is owned by more than one person, the Record Title Holders shall designate one of them as the person entitled to cast the vote for the Unit and hold office. The designation shall be by a certificate signed by all Record Title Holders.

(c) If a Unit is owned by a Corporation, the person entitled to cast the vote for the Unit and hold office shall be an occupant of the Unit and shall be designated by a certificate executed by the President and Secretary of the Corporation.

(d) If the Unit Owner is a trust, the person entitled to cast the vote for the Unit and hold office shall be an occupant of the Unit and shall be designated by a certificate signed by all the Trustees who are Record Title Holders.

(e) The Board of Directors may, in its sole and absolute discretion, permit a Unit Owner to designate by certificate a member of his immediate family who is in permanent occupation of the Unit to cast the vote for the Unit.

(f) A certificate of designation may be revoked at any time by the maker thereof. A certificate of designation shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit.

(g) The board of Directors may require that a certificate of designation be in such form and made with such formality as the Board of Directors shall determine.

.5 Approval of Matters Whenever the decision of a Unit Owner is required upon any matter, whether or not at a members' meeting, such decision shall be expressed by the same person who is entitled to cast the vote for such Unit at a members' meeting, unless the joinder of Record Title Holders is specifically required by the Declaration or the By-laws.

.6 Restriction Upon Assignment of Shares in Assets the share of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as appurtenant to his Unit.

### 3. Members' Meetings

.1 Annual Members' Meetings The annual members' meeting shall be held each year at such place, date and time as the Board of Directors may determine, from time to time, for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

.2 Special Members Meetings Special members' meetings shall be held whenever called by the majority of the Board of Directors and must be called by the Board upon receipt of a written request from members entitled to cast sixty (60%) of the votes of the entire membership.

#### .3 Notice of Meetings

(a) Notice of all members' meetings stating the place, date, time and the objects for which the meeting is called shall be given. Such notice shall be in writing and shall be furnished to each member by delivering the notice to a person in the member's Unit other than a lessee, by mailing the notice to the member at his address as it appears on the books of the Association, or, with the consent of the member, by electronic mail. The notice shall be delivered, mailed or sent not less than 14 days nor more than 60 days prior to the date set for the meeting.

(b) Proof of giving the notice shall be by certificate of the Secretary. A member may waive notice of a meeting before or after the meeting.

(c) The notice shall be posted on an official bulletin board at least 14 days prior to the date of the meeting.

.4 Quorum A quorum at members' meetings shall consist of not less than forty per cent (40%) of members entitled to cast a vote, present in person or by proxy. The acts approved by a majority of those present in person or by proxy and entitled to cast a vote shall constitute acts of the members, except where approval by a greater number of members is required by the Declaration or the By-Laws.

#### .5 Proxies

(a) Votes may be cast in person or, except for the election of Directors, by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the meeting designated therein or any adjournment thereof.

(b) A proxy may be given only to another Unit Owner or designated voter. A proxy is revocable by the person giving the proxy at any time but no later than one half hour before the time appointed for the meeting or adjourned meeting. A proxy expires at the end of the meeting for which it was given or at the end of any adjourned meeting thereof.

(c) A proxy shall be counted toward a quorum as if the person giving the proxy were present. A proxy shall be counted toward a majority as if the person giving the proxy were present.

(d) A proxy, or a revocation of a proxy, must be filed with the Secretary at least one half hour prior to the time appointed for the meeting or adjourned meeting. The Secretary may appoint an agent for the recording and counting of proxies prior to a meeting.

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

.7 Order of Business The order of business at the annual members' meetings, and as far as practical at all other members' meetings, shall be:

- (a) Calling of the Roll. The Secretary, with the approval of the Board of Directors, may appoint tellers for the purpose of checking in members, verifying and counting proxies and preparing a report of eligible voters present in person and by proxy. The announcing and tabling of the report of the tellers shall constitute the roll call.
- (b) Tabling of the proof of giving notice of the meeting or waiver of notice.
- (c) Reading and disposal of unapproved minutes.
- (d) Reports of Officers.
- (e) Reports of committees.
- (f) Election of Directors.
- (g) Unfinished Business.
- (h) New Business.
- (i) Adjournment.

4. Board of Directors

.1 Size and Membership The affairs of the Association shall be directed, managed and administered by a board of up to seven directors, herein called the Board of Directors or the Board. . All directors shall be Record Title Holders or designated voting representatives of a Unit. Only one person per Unit may serve as a director or hold any Association office.

.2 Election of Directors

(a) The Unit Owners or designated voters of Units shall have the right to elect directors at the annual meeting of members. At least 20% of the eligible voters of the Association must cast a ballot. Up to three directors shall be elected in odd numbered years and up to four directors shall be elected in even numbered years for two year terms. If the number of candidates is greater than the number of directors to be elected at that meeting, then the candidates receiving the most votes by secret ballot shall be elected. If the number of candidates is three or less in odd numbered years then the candidates shall be deemed to be elected. If the number of candidates is four or less in even numbered years then the candidates shall be deemed to be elected. Notwithstanding the foregoing, if the number of directors to be elected would result in a Board of less than 7 Directors and there are sufficient candidates, the number of Directors to be elected may be increased for that election to result in a Board of 7 Directors, or as close to 7 as possible.

(b) Except for vacancies arising because of the removal of directors by members as provided hereunder, vacancies in the Board of Directors occurring between annual meetings may be filled by the remaining directors for the remainder of the unexpired term such vacancy or vacancies.

(c) Directors may be removed by the vote of a majority of the total voting interests of the Association at a special meeting of the members called for that purpose. Vacancies in the Board of Directors so created shall be filled by the members at the same meeting. If the number of candidates is equal to the number of vacancies so created, the candidates shall be deemed to be elected. If the number of candidates is greater than the number of vacancies so created, there shall be an election for the vacant seat in the same manner as at the annual meeting.

(d) The Condominium Act prohibits the use of a nominating committee. Candidates who wish to serve must submit their names to the Board of Directors, and their names shall be posted on the official bulletin board, and their names shall be placed on the ballot for the annual election. Nominations shall not be taken from the floor at any election of the Association.

.3 Term The term of each director's service shall be two years and shall extend until the next annual meeting of the members when a successor is to be and is duly elected, and if not then elected until a successor is duly elected, or until such director is removed by the members as provided above.

.4 Organization Meeting The organization meeting of the newly elected Board of Directors shall be held within 10 days of their election at such place, date 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.

.5 Regular Meetings Regular meetings of the Board of Directors may be held at such place, date and time 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, electronic mail or facsimile. The notice shall state the place, date, time and purpose of the meeting, and if practical shall contain an agenda of the matters to be dealt with at the meeting. The notice shall be posted on the official bulletin board.

.6 Special Meetings Special Meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Not less than 48 hours notice of the meeting shall be given personally or by mail, telephone, electronic mail or facsimile, which notice shall state the place, date time and purpose of the meeting. The notice shall be posted on the official bulletin board.

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

.8 Quorum A quorum at meetings of the Board of Directors shall consist of a majority of directors serving from time to time. 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 where approval by a greater number of directors is required by the Declaration or the By-Laws.

.9 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 which might have been transacted at the meeting originally called may be transacted without further notice.

.10 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 thereof shall constitute the presence of such director for the purpose of determining a quorum.

.11 Presiding Officer The presiding officer of meetings of the Board of Directors shall be the President. In the absence of the President the directors present shall designate one of their number to preside.

.12 Directors' Fees No director shall be paid or receive any fee or salary for serving as a director of the Association.

#### 5. Duties and Powers of the Board of Directors

All of the duties and powers of the Association set out in the Condominium Act, the Declaration, and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors and employees, subject only to approval by Unit Owners when such is specifically required. Such duties and powers of the Board of Directors shall include but shall not be limited to the following, subject, however, to the provisions of the Condominium Act, the Declaration, and the By-Laws:

- .1 Assess To make and collect assessments against members to defray the costs and expenses of the Condominium.
- .2 Borrow To borrow funds from banks or other financial institutions when necessary to meet the expenses of the Association.
- .3 Disburse To use the proceeds of assessments and borrowed funds in the exercise of its duties and powers.
- .4 Maintain To maintain, repair, replace, and operate the Condominium property.
- .5 Insure To purchase insurance upon the Condominium property and insurance for the protection of the Association, its members and directors.
- .6 Reconstruct To reconstruct after casualty and further improve the Condominium property.
- .7 Regulate To make and amend reasonable rules and regulations respecting the use of the Condominium property.
- .8 Approve To approve or disapprove of the transfer, mortgage and ownership of Units in the manner provided by the Declaration.
- .9 Acquire Property To acquire property and interests therein pursuant to Subsection 7.2 of the Declaration.
- .10 Acquire Units To acquire Units pursuant to Section 10 of the Declaration.

- .11 Contract To contract with third parties the management, administration and operation of the Condominium property.
- .12 Delegate To delegate to agents and contractors permitted duties of the Board of Directors.
- .13 Enforce To enforce the restrictions and other provisions of the Declaration, the By-Laws and the Rules and Regulations, including by imposing fines.

## 6. Officers

.1 Officers and Election The executive officers of the Association shall be a President, a Vice President, a Treasurer, and a Secretary, all of whom shall be directors. They shall be elected annually by the Board of Directors at the organizational meeting of the Board of Directors. They may be peremptorily removed by vote of the directors at any meeting of the Board of Directors. Any director may hold only one office. The Board of Directors may, from time to time, appoint from their members such other officers with such duties and powers as the Board shall determine to be required for the management of the affairs of the Association.

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

.3 Vice President The Vice President of the Association shall in the absence of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors.

.4 Treasurer 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. The duties of the Treasurer may be fulfilled by a manager contracted by the Association.

.5 Secretary The Secretary shall keep the minutes of all proceedings of the members and the Board of Directors. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall 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 President or the Board of Directors. An Assistant Secretary may be appointed to perform the duties of the Secretary when the Secretary is absent. The duties of the Secretary may be fulfilled by a manager contracted by the Association, or by a Recording Secretary, appointed by the Board of Directors from time to time, who need not be a director.

.6 Compensation The compensation of officers, if any, shall be fixed by the members at the annual meeting.

.7 Indemnification of Directors and Officers 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 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 at the time the events giving rise to the proceedings occurred or such expenses are or were incurred or imposed, except in those cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of a settlement the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

7. Fiscal Management The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

.1 Fiscal Year The fiscal year of the Association shall be the calendar year, provided however, the Board of Directors may designate such other fiscal year, from time to time, as the Board may determine to be in the best interests of the Association.

.2 Current Expense The expenditures required within a fiscal year, including reasonable allowance for contingencies and working funds, shall be budgeted for and expended from where practicable, an account labeled "Current Expense". The balance of funds in the Current Expense account may be applied to fund reserves or to the budget for Current Expense in the next fiscal period.

.3 Reserves

(a) Reserves for Replacement Reserves for the replacement of depreciating portions of the Unit Building and other parts of the Condominium property may include funds for repair or replacement because of wear and tear, obsolescence, and damage, and may be based on the life of the item or equipment, as determined by the Board of Directors, subject to the requirements of the Condominium Act.

(b) Reserve for Deferred Maintenance Reserve for Deferred Maintenance shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for Community Facilities Reserves for Community Facilities may include funds for the repair and replacement because of wear and tear, obsolescence, and damage, of depreciating components of the Community Facilities required to be maintained by the Point Brittany Administrative Corporation, and may include a reserve for deferred maintenance items which occur less frequently than annually.

.4 Budget

(a) The Board of Directors shall adopt a budget for each fiscal year which shall include the estimated funds required to defray current expenses and may provide for funds for the foregoing reserves.

(b) The budget shall provide for funds for reserves as required by the Condominium Act.



.5 Assessments The Board of Directors shall make assessments to provide funds required for the expenditures set out in the budget and special assessments to provide funds unbudgeted expenditures as required, in the manner set forth in the Declaration.

.6 Depository The depositories of the Association shall be such banks, savings and loan association or similar financial institutions with offices in Pinellas County, Florida as shall be designated from time to time by the Board of Directors. The monies of the Association shall be deposited in such depositories.

.7 Withdrawals Withdrawals of monies from accounts held in depositories shall be by checks signed by persons authorized by the Board of Directors or by such other means as authorized by the Board of Directors.

.8 Fidelity Bonds Fidelity bonds may be required by the Board of Directors from all persons handling or responsible for funds of the Association. The amount of such bonds shall be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association.

8. Parliamentary Rules Roberts' Rules of Order, latest edition, shall govern the conduct of Association meetings, when not in conflict with the Declaration or the By-Laws.

9. Interpretation Whenever the context so permits or requires the use of the masculine shall be deemed to include the feminine and the feminine the masculine, and the use of the singular shall be deemed include the plural and the plural the singular. Headings are included for the sake of convenience and shall not affect the meaning of the provisions thereunder.

10. Amendment The By-Laws may be amended as follows:

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

.2 Proposal of Amendment An amendment may be proposed by either the Board of Directors or by sixty (60%) per cent of the members of the Association and must then approved by the Board of Directors.

.3 Adoption The resolution adopting a proposed amendment must be passed by the votes of sixty (60%) per cent of the members present in person or by proxy at a meeting of the members at which a quorum is present in person or by proxy.