

RECORDED  
PINELLAS CO. FLORIDA  
*James P. ...*  
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G. K. 4178 PAGE 29

Frank A. Gradler  
1005 Bayshore, Apt. 101  
Sandal Cove, Building 3  
Safety Harbor, Fla. 33572

DECLARATION OF BUILDING 1005 SANDAL COVE  
CONDOMINIUM I  
1005 BAYSHORE DRIVE  
SAFETY HARBOR, FLORIDA

"DECLARATION OF CONDOMINIUM PERTAINING  
HERETO IS RECORDED IN PLAT BOOK 18  
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DECLARATION OF BUILDING 1005 SANDAL COVE  
CONDOMINIUM I  
1005 BAYSHORE DRIVE  
SAFETY HARBOR, FLORIDA

MADE \_\_\_\_\_ day of \_\_\_\_\_, 1974 by SOUTHERN PROPERTIES, Developer, for itself, its successors, grantees and assigns.

WHEREIN the Developer makes the following declarations:

Purpose. The purpose of this Declaration is to submit the lands described below and improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes 1963, hereafter called The Condominium Act. The name of the Condominium is Building 1005 Sandal Cove Condominium I.

Description of Land

From the Southeast corner of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Nine (9), Township Twenty-nine (29) South, Range Sixteen (16) East, run thence North 89°17'59" West, along the Forty Acre Line 27.09 feet; thence North 0°42'01" East, 378.36 feet for the Point of Beginning; thence North 68°50'05" East, 143.0 feet; thence South 21°09'55" East, 80.0 feet; thence South 68°50'05" West, 143.0 feet; thence North 21°09'55" West, 80.0 feet to the Point of Beginning.

It is understood by the unit owner that only the land above described upon which the Apartment Building is situated is subjected to the condominium form of ownership. The fee simple title to the land described below is retained by the Developer and leased to the Association for 99 years:

Begin at the Southeast corner of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Nine (9) in Pinellas County, Florida, Township Twenty-nine (29) South, Range Sixteen (16) East, for the Point of Beginning; thence North 89°17'59" West, along the Forty Acre Line, 53.74 feet; thence North 0°42'01" East, 152.0 feet; thence North 21°00'00" East, 54.0 feet; thence North 20°40'00" West, 170.0 feet; thence North 19°42'22" East, 40.0 feet; thence North 73°59'07" East, 189.67 feet;

North 79°50'00" East, 107.0 feet; thence South 25°00'00" East, 107.0 feet; thence North 89°50'00" East, 88.0 feet to the Westerly Right-of-Way of Bayshore Boulevard; thence South 30°58'31" West, along said Westerly Right-of-Way, 300.0 feet to the Forty Acre Line; thence North 89°17'59" West, along said Forty Acre Line, 252.26 feet to the Point of Beginning.

LESS the following described (3) parcels of land:

- (1) From the Southeast corner of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Nine (9), in Pinellas County, Florida, Township Twenty-nine (29) South, Range Sixteen (16) East, Pinellas County, Florida, run thence South 89°17'59" East, along the Forty Acre Line, 127.85 feet; thence North 0°42'01" East, 111.18 feet for the Point of Beginning; thence North 68°51'42" West, 143.0 feet; thence North 21°08'18" East, 80.0 feet; thence South 68°51'42" East, 143.0 feet; thence South 21°08'18" West, 80.0 feet to the Point of Beginning.

(2) From the Southeast corner of the Northeast Quarter (NE  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section Nine (9), in Pinellas County, Florida, Township Twenty-nine (29) South; Range Sixteen (16) East, run thence North 89°17'59" West, along the Forty Acre Line 27.09 feet; thence North 0°42'01" East, 378.36 feet for the Point of Beginning; thence North 68°50'05" East, 143.0 feet; thence South 21°09'55" East, 80.0 feet; thence South 68°50'05" West, 143.0 feet; thence North 21°09'55" West, 80.0 feet to the Point of Beginning.

(3) From the Southeast corner of the Northeast Quarter (NE  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section Nine (9), in Pinellas County, Florida, Township Twenty-nine (29) South, Range Sixteen (16) East, run thence South 89°17'59" East, along the Forty Acre Line, 229.31 feet; thence North 0°42'01" East, 176.40 feet for the Point of Beginning; thence North 25°37'56" West, 143.0 feet; thence North 64°22'04" East, 80.0 feet; thence South 25°37'56" East, 143.0 feet; thence South 64°22'04" West, 80.0 feet to the Point of Beginning.

#### DEFINITIONS SECTION

Definitions. The terms used in this Declaration and in its exhibits shall have the meanings stated in The Condominium Act (711.03 FLA. STAT.) and as follows unless the context otherwise requires.

Sandal Cove. The entire group of condominiums contemplated for construction by the Developer, one of which is Building 1005 Sandal Cove Condominium I. The land upon which the buildings of the first phase of these condominiums are to be located is legally described above and set forth in Exhibit A.

Identification of Units. Each apartment unit shall be identified by a three (3) digit number set forth in Exhibit B and on the apartment door.

Apartment. Apartment means unit as defined by The Condominium Act.

Apartment Owner. Apartment Owner means unit owner as defined by The Condominium Act.

Leasehold Owner. The legal owner of a leasehold interest in a condominium parcel in accordance with the terms herein.

99-Year Land Recreational Lease. 99-Year Land Recreational Lease herein referred to as same as Recreation Lease, as 99-Year lease of surrounding ground or otherwise but never as Long Term Lease. The "Lease Property" is that property defined in Exhibit I.

Management Contractor. Management Contractor shall be the Developer, its assigns or successors for the duration of the Management Contract found in Exhibit F.

Developer. The Developer is a Tenancy by the Entirety operating under the fictitious name of Southern Properties.

Fee Simple Owner. As used herein, the Fee Simple Owner shall refer only to GERALD R. CUSTER and E. NANCY CUSTER d/b/a Southern Properties. Any unit purchasers taking a title in fee are subject to this document and are not to be considered the Fee Simple Owner.

Association. The unit owners (and Leasehold-Owners) are represented by the Sandal Cove Association, Inc., a Florida corporation, and its successors, hereinafter referred to as The Association. The powers, duties and liabilities of The Association may be ascertained by reading: the Corporate Charter, Articles of Incorporation and By-Laws contained in Exhibit D; the 99-Year Land Recreational Lease contained in Exhibit E; and this Declaration.

Common Elements. All common passage ways in the building situated on the land described in Exhibit B. All areas within said building upon the land described in Exhibit B which are intended for the common use and enjoyment of the residents of said building, in particular the coin laundry room. Any personal property owned by The Association for the use of the residents of said building. The use and enjoyment of the Association's 99-Year lease of the surrounding ground with the residents of other condominium buildings 1001 and 1003 Bayshore Drive. The shares of common elements shall be apportioned as provided in Exhibit H.

Common Elements. Common elements as hereinabove defined shall include within its meaning, in addition to the items listed in the Florida Condominium Act, Section 6, the following items:

A. An exclusive easement for the use of the air space occupied by the condominium unit as it exists at the particular time and as the unit may lawfully be altered.

B. An undivided share in the common surplus.

C. Cross-easements for ingress, egress, support, maintenance, repair, replacement and utilities.

D. Easements on encroachments by the perimeter walls, ceilings, and floors surrounding each condominium unit caused by the settlement or movement of the building or caused by minor inaccuracies in building or rebuilding which now exist, or hereafter exist, and such easements shall continue until such encroachment no longer exists.

E. Easement for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over condominium units or any of them.

Limited Common Elements. Land included within the patio walls and any balcony appurtenant to an apartment shall be possessed exclusively by an Owner (Leasehold-Owner) for the sole use and enjoyment of the Owner (Leasehold-Owner) of the appurtenant apartment.

Apartment Building. The building located on the land described in Exhibit B, the address of which is 1005 Bayshore Drive, hereinafter referred to as "Apartment Building."

Common Expenses. Each Apartment shall share equally the expenses of the Apartment Building and its ratable share of the expenses of The Association. Since there are sixteen (16) apartments, each apartment will owe 6.25% of the expenses of the building. Since there will be three (3) buildings, each will represent one-third (1/3) of the members of the Sandal Cove Condominium I project, the 1005 Bayshore Drive unit share of the expenses of The Association will be 6.25% of 33 1/3% or, approximately, 2.08%. All utilities (including garbage, trash, water, sewage and electricity) not charged to the individual unit will be paid as part of the management contract fee.

Unit Expenses. The unit owner will be liable for any expenses allocatable only to his own unit. Nonpayment of unit utilities shall result in disconnection or foreclosure as provided below.

Expenses of the Apartment Building. Expenses of the Apartment Building include any and all expenses incurred solely for the benefit of the Apartment Building. Such an expense shall

constitute a special assessment against each unit levied by The Association. The Association shall determine whether an expense has been incurred for the benefit of an apartment building or for all apartment buildings; except that during the development of Sandal Cove until all apartment buildings have been completed, and unless at least 75% of each building is occupied, no special assessment shall be made against any unoccupied unit without the Developer's consent. Under no circumstances shall any unit's percentage liability for expenses of The Association be increased disproportionately from the schedule set forth above. A typical (but not exhaustive) list of apartment building expenses would include expenses of maintenance, operation, repair, replacement of the building's common elements, expenses of administration of the Apartment Building, or any other valid charge against the Apartment Building.

Expenses of The Association. Expenses of the Association for which each of the three (3) buildings and all apartments severally shall be liable are those expenses common to the Sandal Cove project as a whole as well as those expenses declared common expenses by the Association, the Declaration, or the By-Laws of the Association found in Exhibit D, including but not limited to: expenses under the 99-Year Recreational Land Lease found in Exhibit E; any utility charges not metered or charged to the individual unit paid by the Developer or Association apportionable to the Sandal Cove Condominium I project, such charges to be paid as part of the management fee listed in Exhibit H, expenses of the administration of the Sandal Cove Condominium I project; and any charges due under the Management Contract included in Exhibit F. Any dispute arising under this Section shall be settled by the Management Contractor. All real estate taxes on the land described in Exhibit A and I are included as expenses of the Association to be assessed to the "units."

Condominium. Condominium means all of the condominium property set forth in Exhibit B together with the use of all easements in gross, appurtenant and of record which run to the benefit of the residents of the land described in Exhibit B and the benefit of all leasehold interests retained by the Association so long as the resident is a member in good standing with the Association.

EASEMENTS.

Each of the following easements is a covenant running with the land of the Condominium and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose, and shall survive the termination of the Condominium and the exclusion of any of the lands of the Condominium from the Declaration of Condominium:

Utilities. As may be required for utility services in order to adequately serve the Condominium and to adequately serve lands (other than the Condominium property) now or hereafter owned by the Developer and/or the lessors under the 99-Year Recreational Lease which are adjacent to or in the vicinity of the condominium property; provided, however, that easements through a unit shall be only according to the plans and specifications for the building containing the unit or as the building is actually constructed, unless approved, in writing, by the unit owner.

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Parking, Ingress and Egress Easement; Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist, upon the common elements; and for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes; but the same shall not give or create in any person the right to park upon any portions of the Condominium property, except as is set forth in the paragraph containing the parking provisions.

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Access by Private or Public Road. Ingress and egress to the land shall be by private or public road over the lands described in Exhibit C. Said private or public roads shall service and be subject to use by other lands in the Sandal Cove Project, provided the same is developed by the Developer for contemplated submission to condominium ownership as part of the Sandal Cove Project, provided, further that in the event the said road referred to herein is private then the expense for the maintenance and repair of such road shall be borne as a common expense ratably by all condominiums and other lands using said road.

The Developer reserves the exclusive right at any time hereinafter to convey, assign and transfer any road which has been designated as a private road for ingress and egress to the lands of or over the lands described in Exhibit C, to any corporate sovereign that would have jurisdiction over said private roads once they have been conveyed, transferred and assigned to said corporate sovereign, provided, however, that the Developer in reserving this exclusive right and making said conveyance to said corporate sovereign dedicates said roads for ingress and egress and for public use in general, and provided further that the corporate sovereign accepting said conveyance of said private roads agrees to repair and maintain said roads thereafter, at which time the maintenance and repair of such roads shall then no longer be a common expense. Any such conveyance made by the Developer herein with reference to said roads need be executed and acknowledged only by the Developer and need not be approved by the Association, unit owners, or lienors or mortgagees of units of the condominium, whether or not elsewhere required by law or by this Declaration and any amendments thereto.

Easement For Parking. The Association shall designate parking for each unit on the leased property initially surfaced and provided for parking by the Developer. The Association shall not provide parking which would interfere with the most direct ingress and egress of traffic through land described in Exhibit C on the surface initially provided by the Developer pursuant to the road easement described above. No parking lot shall be more than twenty feet (20') in length.

It is understood and agreed that the Association shall have full responsibility to maintain and resurface the parking spaces and road within the land described in Exhibit C. It is further understood and agreed that at no time will the Lessee, Sandal Cove Association, Inc., or its successors, extend the surface of the parking area or roadway without the permission of the Landlord, Southern Properties, or its assigns or successors in interest.

Easement From Parking Space To Unit. The unit resident, whether an apartment owner or a leasehold owner, shall have an easement of ingress and egress across any land to which Developer retains title in fee though leased by the Association as long as the unit resident shall remain a member in good standing of the Association.



DEVELOPMENT PLAN

The Condominium Property is described as follows:

Survey and Plot Plan. A survey of the Condominium land showing the Apartment Building placed thereon is attached as Exhibit No. B.

Improvements. Improvements upon the land include and will be limited to the following:

Apartment Building. The Condominium Property includes one (1) Apartment Building in existence and described in Exhibit B. Sandal Cove Condominium I will involve two more apartment buildings which will be under the same Association but under a separate Declaration since the units are not yet completed. The approximate location of the other buildings in relation to the Apartment Building under this Declaration is given by Exhibit G.

Other Improvements. The Lease Property includes an automobile parking area and sidewalks located substantially on the survey as mentioned above, and the beneficial use of which are part of the common elements.

Apartment Boundaries. Each Apartment shall include that part of the building containing the Apartment that lies within the following boundaries:

Upper and Lower Boundaries. The upper and lower boundaries of an Apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:

Upper Boundary. The horizontal plane of the undecorated finished ceiling.

Lower Boundary. The horizontal plane of the undecorated finished floor.

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

Amendment of Plans and Completion of Improvements.

Alteration of Apartment Plans. Developer reserves the right to change the interior design and arrangement of all Apartments, and to alter the boundaries between Apartments, so long as the interest of the Developer has not been sold. No such change shall increase the number of Apartments nor alter the boundaries of the common elements nor the boundaries of any Apartments in which the interest of the Developer has been sold, without amendment of this Declaration in the manner required herein. If Developer shall make any dimensional changes in the size of the rooms in the Apartments, such change shall be reflected by an amendment to this Declaration. If more than one (1) Apartment is concerned, the Developer shall apportion between the Apartments the share in the common elements which are appurtenant to the Apartments concerned.

Amendment of Declaration. An amendment of this Declaration reflecting such alteration of Apartment plans by Developer need be signed and acknowledged only by Developer and the Fee Simple Owner, and need not be approved by the Association, Members of the Association, Lienors or Mortgagees, whether or not elsewhere required.

Easements. Easements are reserved through the Condominium Property as may be required for utility services in order to serve the occupants of the Apartments; provided, however, such easements through an Apartment shall be only according to the plans and specifications for the Apartment Building, unless approved in writing by the Apartment Owner. Easements are reserved as may be required for utility services in order to adequately serve the Condominium, and to adequately serve other lands in Sandal Cove, whether adjacent to the Condominium Property or not. Easements are also reserved for pedestrian traffic over and across sidewalks, paths, walks, lanes, as the same may exist now; and from time to time hereafter existing, for other residents of Sandal Cove and for vehicular traffic over and across such portions of the common elements as may be from time to time paved and used for that purpose.

#### CONDOMINIUM BUILDING SECTION

Plans. The Apartment Building consists of two (2) floors all of which are more particularly described in Exhibit B.

#### Appurtenances to Apartments, Limited Common Elements.

Patio and Balcony. Each Apartment on the first floor of the Apartment Building shall have a patio garden area enclosed by wall or fence and this area shall be referred to herein as the "Patio area," and each Apartment on the remaining floors shall have a balcony, with said area herein referred to as the "Balcony Area." It is intended that the patio area and the balcony area shall be a limited common element, and that the Owner (Leasehold-Owner) owning the Apartment interest in the adjacent Apartment shall be entitled to the exclusive use of said area, and the other Owners (Leasehold-Owners) in the Condominium shall not be entitled to use such space for any purpose whatsoever, and each Owner (Leasehold-Owner) entitled to use said patio area or balcony area shall be responsible for the upkeep and maintenance and care of any vegetation initially growing therein.

Possession of the above defined limited common elements shall be subject to restrictions contained within this Declaration and the rules and regulations of the Association. In particular, no screening, glassing, painting or any structural change shall be allowed by the Association without the following procedure outlined in the Maintenance Section for alterations and improvements. The above defined limited common elements shall not be used in any unreasonable manner which would infringe upon the rights of the other owners. In particular, no laundry shall be dried upon, around, or above the limited common elements; no boisterous or unreasonably raucous diversions shall be suffered to occur upon the limited common elements; and no illegal or immoral acts shall be committed upon the limited common elements.

#### RESERVATION OF RIGHTS TO DEVELOPER

The Developer reserves the right to maintain any signs or other advertisement means for the sale of apartments as well as an uncancelable easement to the unsold apartments or for himself and any prospective buyers. The Developer shall have the exclusive right to sell all new apartments.



MAINTENANCE SECTION

Maintenance, Alteration and Improvement. Responsibility for the maintenance of the Condominium Property, and restrictions upon the alteration and improvement thereof shall be as follows:

Apartments.

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

All portions of an Apartment, except interior surfaces, contributing to the support of the Apartment Building, which portions shall include but not be limited to load-bearing columns and load-bearing walls, including all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services (i.e. gas, electric power, cold water and sewer disposal) which are contained in the portion of the Apartment building maintained by the Association; and all such facilities contained within an Apartment which service part or parts of the Condominium Property other than the Apartment within which contained.

All incidental damage caused to an Apartment by such work shall be promptly repaired at the expense of the Association.

By the Owner (Leasehold-Owner). The responsibility of the Owner (Leasehold-Owner) shall be as follows:

To maintain, repair and replace at his expense all portions of his Apartment except the portions to be maintained, repaired and replaced by the Association, including all screens and glass, kitchen equipment, and all air flow ducts, heating and air conditioning equipment, whether contained inside or outside of an Apartment, hot water heater, carpeting, and any other contents of the Apartment including all non-supporting walls and partitions, and doors and door frames.

Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the Apartment building.

To promptly report to the Association any defects or need for repairs if the responsibility for the remedying is that of the Association.

Alteration and Improvement. Except as elsewhere reserved to Developer, neither an Owner (Leasehold-Owner) nor the Association shall make any alterations in the portions of an Apartment or 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 safety or soundness of the Apartment building, any easement, without first obtaining approval in writing of Owners (Leasehold-Owners) of all other Apartments and the approval of the Board of Directors of the Association. A copy of plans for all of such work prepared by an architect licensed to practice in this State shall be filed with the Association and with the Management Contractor.

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

By Association. The maintenance and operation of the common elements and limited common elements shall be the responsibility and the expense of Association.

Alteration and Improvement. After the completion of the initial improvements included in the common elements and the limited

common elements which are contemplated by this Declaration, there shall be no alteration nor further improvements of common elements or limited common elements without prior approval in writing by the record Owners (Leasehold-Owners) of all the Apartments, except as provided for herein; provided, however, that alteration or improvement of the common elements or limited common elements, may be made if the approval in writing of not less than 75% of the Owners (Leasehold-Owners) is obtained, provided the improvements do not interfere with the rights of Owners (Leasehold-Owners) not giving their consent, and if the non-approving Owners (Leasehold-Owners) are relieved of the cost thereof. The cost of any improvement made pursuant to the above provisions shall be paid in full by the approving Owners (Leasehold-Owners) as among themselves in proportion to their ownership percentage. There shall be no change in the shares and rights of an Owner (Leasehold-Owner) in the common elements and limited common elements which are altered or further improved, whether or not the Owner (Leasehold-Owner) contributes to the costs thereof. This paragraph shall not apply to any repairs, replacement or reconstruction made to the common elements caused by casualty, an act of God, or ordinary wear and tear. Any increase in the common expenses caused by alterations or improvements as contemplated by this paragraph shall be borne only by the approving Owners (Leasehold-Owners) and not by the non-approving Owners (Leasehold-Owners).

Enforcement of Maintenance. In the event the owner of a unit fails to maintain it as required above, the Association, Developer, or any other unit owner shall have the right to proceed in a Court of equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner or leasehold owner and the unit for the necessary sums to put the improvement within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provisions.

Further, in the event a unit owner violates any of the provisions of the Maintenance Paragraph above, the Developer and/or the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject unit with or without consent of the unit owner.

ASSESSMENTS. The making and collection of assessments against Owners (Leasehold-Owners) for common expenses, recreational lease rent, management contract fee, and any special assessments, shall be pursuant to the By-Laws and subject to the following provisions:

*Share of Expenses*  
Share of Common Expense. Each Owner (Leasehold-Owner) shall be liable for 6.25% of the expense of the Apartment Building, approximately 2.08% of the expense common to the Association as a whole, and all of the charges listed on Exhibit H. For the exact unit share of the expenses common to the Association see Exhibit L.

Interest; Application of Payments. Neither Assessments nor the other charges listed above, and installments thereon paid on or before ten (10) days after the date when due shall bear interest. All sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of nine per cent (9%) from the date when due until paid. All payments on account shall be first applied to interest and then to the assessment payment first due.

If a unit owner (Leasehold-Owner) does not pay his share of the management contract fee or recreation rent set forth in Exhibit H, the

Association shall pay the unpaid amount to the Manager.

If the Association has met an obligation owed by a unit owner (leasehold-owner) the Association shall assess the unit owner (leasehold-owner), such assessment to be secured by a lien on each Apartment interest, either Leasehold interest or the interest of an Owner as the case may be, for any unpaid assessments by the person or entity responsible therefor, or any part thereof, and for interest thereon against the Owner or the Leasehold-Owner, as the case may be, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessments or the enforcement of such lien. Said lien shall be effective from and after the time of the recording in the Public Records of Pinellas County, Florida, a claim of lien stating the description of the Apartment interest, the name of the owner of said interest, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by the Management Contractor. Such liens shall be subordinate to the lien of a mortgage or other liens recorded prior to the date of recording of the claim 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 owner of the Apartment interest being foreclosed on shall be required to pay a reasonable rental for the Apartment and the Association shall be entitled, as a matter of law, to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment on unpaid assessments without waiving the lien to secure same. The aforementioned lien may be foreclosed by the Management Contractor, in order to secure monies due it, or other monies due as a portion of the Owner's (Leasehold-Owner's) portion of common expense, in the event the Association does not institute foreclosure proceedings within thirty days after written notice of request to do so by the Management Contractor. In the event the amounts due giving rise to the claim of lien are due from a Leasehold-Owner, then said lien shall not affect the interest of an Owner as to the specific Apartment in question, and shall affect only the interest of the Leasehold-Owner. The Developer cannot be assessed either directly or indirectly for any foreclosure or apartment purchase by the Association.

*Revised  
1/23/14  
4/18/15*

The Association shall maintain a register of institutional first mortgages and shall give such mortgagees notice, in writing, of all notices given by Association to owner of such Condominium parcel encumbered by such institutional first mortgage.

If the mortgagee of a first mortgage of record, or the lessor of the aforescribed 99-Year Recreational Lease, or any other purchaser or purchasers of a Condominium parcel obtains title to the Condominium parcel as a result of the foreclosure of the first mortgage, or of the pledge held by the lessor of the 99-Year Recreational Lease, or by voluntary conveyance in lieu of such foreclosure, such acquiror of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former owner of such condominium parcel which became due prior to acquisition of title as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure. Such unpaid shares of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of condominium parcels in the Sandal Cove Project, condominiums, including such acquiror, his successors and assigns.

Any party who acquires the ownership of a condominium parcel (except through foreclosure of a first mortgage of record or through foreclosure of the pledge held by the Lessor of the 99-Year Recreational Lease as described above; or by deed in lieu of such foreclosure), including, without limitation, parties acquiring title by operation of law, and including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.

The Association, acting through its Board of Directors,

shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments.

ALL OWNERS (LEASEHOLD-OWNERS) PLEDGE ALL THEIR INTERESTS IN APARTMENTS TO PAY COMMON EXPENSES. NO INSTITUTIONAL FIRST MORTGAGE MAY BE PREJUDICED BY NONPAYMENT MEMBERS OF ASSOCIATION.

✓ Qualification. The Members of the Association shall consist of all of the record Owners (Leasehold-Owners) of Apartments, as the case may be. If there be a Leasehold-Owner as to a particular Apartment, then he shall be the Member, and the Owner of the specific Apartment in which said Leasehold interest exists shall not be a Member unless the Leasehold interest is terminated. If the Leasehold interest is terminated, then the Owner shall be the Member. An exception is to be made allowing approved equitable owners to be members of the original Board of Trustees.

Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Pinellas County, Florida, a deed or other instrument establishing a transfer of the interest of a Member and the delivery to the Management Contractor of a certified copy of such instrument. The Owner (Leasehold-Owner) designated by such instrument thereby shall become a Member of the Association, and the membership of the prior Owner (Leasehold-Owner) shall be terminated. Notwithstanding the above, the membership shall not be changed nor shall the new Owner (Leasehold-Owner) be entitled to vote until the new Owner (Leasehold-Owner) is approved as set forth herein.

✓ Voting Rights. Members of the Association shall be entitled to cast one (1) vote for each Apartment interest owned by them. (Subject to the below paragraph)

✓ Designation of Voting Representative. If an Apartment interest is owned by one (1) person, (Owner or Leasehold-Owner) his right to vote shall be established by the record title to his Apartment interest. If an Apartment interest is owned by more than one (1) person, (Owner or Leasehold-Owner) or is under short-term lease, the person entitled to cast the vote for the Apartment shall be designated by a certificate signed by all of the record Owners (Leasehold-Owners) of the Apartment interest and filed with the Association and the Management Contractor. If an Apartment interest is owned by a corporation, trust, or association, the person entitled to cast the vote for the Apartment shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation or association or by the Trustee, if owned by a Trust. If an Apartment interest is owned by a Limited Partnership, then any General Partner or Partners, as the case may be, shall be entitled to vote, and any General Partner may file the certificate as required. This certificate should be filed with the Association and the Management Contractor. Such certificate shall be valid until revoked or until superseded by subsequent certificate, or until a change in ownership of the Apartment interest concerned is properly completed. A certificate designating the person entitled to cast the vote of an Apartment may be revoked by the Owner (Leasehold-Owner) thereof at any time. The above requirements as to corporations shall not apply to Developer, or the Management Contractor and any representative of said corporations shall be entitled to vote Apartment interests owned by either of said corporations as designated by its President.

Restraint Upon Assignment of Shares and Assets. The share of a Member in the funds and assets of the Association or the right to use a parking space(s) cannot be assigned, hypothecated or transferred in any manner except as an appurtenance of his Apartment interest.

TAXES.

Taxes. Real property taxes shall be assessed and

collected on the Apartments, and not on the Condominium Property as a whole. In the event a real property tax is assessed against any of the Condominium Property, the said tax shall be deemed as part of the common expense. A Leasehold-Owner shall be responsible for the taxes as to his particular Apartment so long as his Leasehold interest exists, and upon termination of said interest, the Owner shall be responsible for the taxes as to a specific Apartment. The Association shall pay all taxes on the recreational leasehold by special assessment unless paid to mortgagee who pays.

*See 1974 11/14 notes*

MANAGEMENT CONTRACTOR herein referred to as "Manager." EACH UNIT INTEREST IS PLEDGED TO THE PAYMENT OF THE MANAGEMENT FEE. In order that this Condominium may be managed in the same or similar manner as other Condominiums in the development of Sandal Cove, the Association has entered into a long-term management contract with Southern Properties Management I Inc., herein referred to as "Manager." In order to facilitate the management of the Condominium, the Association may delegate to the "Manager" certain of its powers and duties as contained herein and contained in the By-Laws of the Association. Specifically, the Association is authorized to delegate to the Manager the power to approve the transfers of Apartment interests as set forth in the Maintenance of Community Interest. The Manager's fee as set forth in the Management Contract shall be considered part of the common expense. All utilities not metered or charged directly to the individual unit are to be paid as part of the management contract fee. A schedule and a breakdown of these charges are contained in Exhibit H. A copy of said Management Contract is attached hereto as Exhibit F. Amendment or revision of such Management Contract shall not require the procedures for amendment or change to the Declaration, and may be accomplished by said amendment being executed and approved by the Board of Directors of the Association, and the Management Contractor, with the formality required for a deed and filed among the Public Records of Pinellas County, Florida. The Association guarantees payment of the utilities payable under the Management Contract.

Acceptance of said contract. Each Owner or Leasehold Owner, as the case may be, his heirs, successors and assigns, shall be bound by the Management Contract to the same extent and effect as if he had executed said Management Contract for the purposes herein expressed, including but not limited to (a) adopting, ratifying, confirming and consenting to the execution of said Management Contract by the Association; (b) covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Owners (Leasehold-Owners) in the cases provided therefor in said contract; (c) ratifying, confirming and approving each and every provision of said Management Contract and acknowledging that all of the terms and provisions thereof, including escalation clauses are reasonable; and (d) agreeing that the persons acting as Directors and Officers of the Association entering into such agreement have not breached any of their duties, responsibilities or obligations to Association by the entering into of said agreement.

Original Board of Directors. It is specifically recognized that if some or all of the persons comprising the original Board of Directors and the Officers of Association are owners of some or all of the stock of the Management Contractor and that such circumstances shall not and can not be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate the Management Contract in whole or in part.

If a Declaration is to be recorded before the Developer can transfer any legal interest to the purchaser, and if the Declaration is to include the Association Charter and 99-Year Recreational Lease, then the original Board of Directors of the Association cannot be grantees under the Declaration. Hence, if the Developer desires the Board of Directors of the Association to be comprised of residents, an exception must be made and is made to the Association Membership clause allowing the original Board of Directors of the Association to be approved equitable title holders of an apartment interest.

Ratification. The Management Contract, each and every provision thereof and the acts of the Board of Directors and Officers of Association



99-Year Recreation Lease, Lease of Surrounding Ground, or Recreation Lease, all being the same document in Exhibit E hereby incorporated by reference.

Acceptance of said lease. Each Owner or Leasehold-Owner, as the case may be, his heirs, successors and assigns, shall be bound by the Recreation Lease to the same extent and effect as if he had executed said Recreation Lease for the purpose herein expressed, including but not limited to (a) adopting, ratifying, confirming and consenting to the execution of said Recreation Lease by the Association; (b) covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Owners (Leasehold-Owners) in the cases provided therefor in said contract; (c) ratifying, confirming and approving each and every provision of said Recreation Lease and acknowledging that all of the terms and provisions thereof, including escalation clauses are reasonable; and (d) agreeing that the persons acting as Directors and Officers of the Association entering into such agreement have not breached any of their duties, responsibilities or obligations to Association by the entering into of said agreement.

EACH APARTMENT OWNER (LEASEHOLD-OWNER) PLEDGES ALL RIGHT TITLE AND INTEREST TO THE PAYMENT OF SAID RECREATIONAL (99-YEAR LAND RECREATIONAL) LEASE. Association guarantees payment of rent.

Original Board of Directors. It is specifically recognized that if some or all of the persons comprising the original Board of Directors and the Officers of Association are owners of some or all of the stock of the Management Contractor and that such circumstances shall not and can not be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate the Recreation Lease in whole or in part.

Ratification. The Recreation Lease, each and every provision thereof and the acts of the Board of Directors and Officers of Association entering into such agreement be and the same are hereby ratified, confirmed, approved and adopted.

Lien to Secure Recreation Lease Fee. The Association and the Management Contractor shall have a lien to secure payment and performance under the Recreation Lease as set forth above and therein.

Use Restrictions. The use of the Condominium Property shall be in accordance with the following provisions so long as the Condominium exists and so long as the Apartment building exists in a useful condition on the land.

Apartments. Each of the Apartments shall be occupied only by a single family, and guest, as a residence and for no other purpose. Except as reserved to Developer before sale, no Apartment may be divided or sub-divided into a smaller unit, nor any portion thereof sold or otherwise transferred without first properly amending this Declaration to show the change in the Apartments to be effected thereby.

USE RESTRICTIONS.

Common Elements and Limited Common Elements. The common elements and the limited common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Apartments.

Absolutely no use shall be made of any area appurtenant to the common area which is owned by the Developer or its assigns which is inconsistent with the rules and regulations of the Developer. The Developer specifically retains absolute and exclusive control of any and all bodies of water lying upon land to which the Developer has colorable title or absolute title.

Nuisances. No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful



possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Owner (Leasehold-Owner) shall permit any use of his Apartment or make any use of the common elements which will increase the rate of insurance upon the Condominium Property. No pets shall be allowed unless the Association shall consider the pet not a threat to the health or safety of the community. No small children shall be allowed unless the Association shall deem particular children well-mannered and an asset to the community.

Pets

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

LOPSC Approval

Leasing. After approval by the Management Contractor elsewhere required, entire Apartments may be rented provided the occupancy is only by the lessee and his family or guests. No rooms may be rented except as part of the leasing of an entire Apartment, and no transient tenants may be accommodated. Leases shall not be for periods longer than three (3) years. Leasing of an Apartment for a short period of time is not to be confused with sale of a Leasehold interest in a Condominium Parcel. A lease for a period of less than three (3) years is referred to herein as a short term lease.

Regulations. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board of Directors of the Association, provided said regulations do not conflict with this Declaration or the By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners (Leasehold-Owners) and residents of the Condominium upon request. (The Management Contractor shall also have the authority to establish rules and regulations not inconsistent with the rules and regulations established by the Board of Directors.)

No more than two (2) persons shall permanently occupy a one bedroom apartment and no more than four (4) persons shall occupy a two bedroom apartment. The Developer may allow greater occupancy in special cases by consent given in writing.

Additional Construction. No structure shall be constructed upon the lands mentioned above unless the construction is approved by the Management Contractor and the Developer if Sandal Cove is being developed.

#### INSURANCE SECTION.

Insurance. The insurance other than title insurance which shall be carried upon the Condominium Property, Recreational leasehold property, and the property of the Owners (Leasehold-Owners) shall be governed by the following provisions.

Authority to Purchase. All insurance policies upon the Condominium Property shall be purchased by the Association for the benefit of the Association and the Owners (Leasehold-Owners) and their mortgagees as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Owners (Leasehold-Owners). Such policies and endorsements thereon shall be deposited with the Management Contractor or Insurance Trustee. Owners (Leasehold-Owners) may obtain insurance coverage at their own expense upon their own personal property and for the contents and portions of the Apartment for which they are responsible, and for their personal liability and living expense.

COVERAGE

Casualty. All buildings and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value with \$100.00 deductible per building, exclusive of foundation and excavation costs, as determined by the Board of Directors of the Association or the Management Contractor. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to vandalism and malicious mischief.

Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the Owners (Leasehold-Owners) as a group to an Owner (Leasehold-Owner) and with non-subrogation claims against individual Owners (Leasehold-Owners).

Workmen's Compensation policy to meet the requirements of law.

Such other insurance as the Board of Directors of the Association or Management Contractor shall determine from time to time to be desirable.

Premiums: Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense. Until the Management Contract is terminated, the payments to the Management Contractor shall cover this and the Management Contractor shall pay this expense pursuant to the terms of its contract and so long as the Management Contract is in existence, the amount of insurance provided by said contract shall be deemed sufficient, and if the Board of Directors decides that additional amounts are necessary, assessments must be made for this additional expense. If any apartment shall be more valuable than the others a special assessment shall be made for the additional value payable by the particular unit.

Insurance Trustee; shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners (Leasehold-Owners) and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to any bank in Florida with trust powers as may be approved by the Board of Directors of the Association, which Trustee is herein referred to as the "Insurance Trustee." The Insurance Trustee shall not be liable for payments of premiums nor for the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Owners (Leasehold-Owners) and their mortgagees as set forth below, but which shares need not be set forth on the records of the Insurance Trustee.

Common Elements and Limited Common Elements. Proceeds held by said Trustee due to damage to the common elements and limited common elements and to the Apartments shall be held for the Owners (Leasehold-Owners) in the percentage pertaining to each Apartment as set forth in Exhibit G hereof. In the event the damage is to only the common elements, then the proceeds shall be held in the same manner.

Damage to Apartments Only. Proceeds held by said Trustee due to damage to the Apartments only (this would be within the

Apartment only, and not to any of the common elements) would be held by the Trustee for the Owner (Leasehold-Owner) and the mortgagee, if any.

Mortgagees. In the event a mortgagee endorsement has been issued as to an Apartment, the share of the Owner (Leasehold-Owner) shall be held in trust for the mortgagee and the Owner (Leasehold-Owner) as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired and shall have no right to the proceeds used for repair.

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

Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds after said payment shall be distributed to the Owners (Leasehold-Owners), remittances to Owners (Leasehold-Owners) and their mortgagees being payable jointly to them. Said remittances to be made to the Owners (Leasehold-Owners) on the basis of his interest in the common elements. This is a covenant for the benefit of any mortgagee or Owner (Leasehold-Owner) of an Apartment interest and for the Association and may be enforced by any of said entities.

Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided (See the Reconstruction or Repair After Casualty and Termination Sections) that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the Owners (Leasehold-Owners) and their mortgagees and to the Fee Simple Owner, with said amounts to be paid jointly to them if the leasehold interest as to a particular Apartment is still in existence. Said remittance is to be based on the Owner's (Leasehold-Owner's) interest in the common elements. This is a covenant for the benefit of any mortgagee or Owner (Leasehold-Owner) of an Apartment interest and for the Association and the Fee Simple Owner, and may be enforced by either of said entities. If payments are made under this paragraph to the Leasehold-Owner and the Fee Simple Owner, said sums shall be divided after the mortgagee has been paid in full in accordance with the following: The Leasehold-Owner shall be entitled to receive the percent of the remaining fund which is the percent the Long Term lease bears to the whole term. For example, if 25% of the Long Term Lease has passed, then the Leasehold-Owner shall receive 25% of said proceeds and the Fee Simple Owner shall receive 75% of the proceeds. By making the election not to rebuild, the Leasehold-Owner shall be released of all responsibility under the Long Term Lease when the proceeds mentioned herein have been divided as herein set forth. As long as the proceeds are not divided as above set forth, the Leasehold-Owner shall remain liable for his share of the payments due under the Long Term Lease.

Certificate. In making distribution to Owners (Leasehold-Owners) and their mortgagees and to the Fee Simple Owner, the Insurance Trustee may rely upon a certificate of the Association or Management Contractor as to the names of said parties and their respective shares of the distribution.

Association As Agent. The Association is hereby irrevocably appointed agent for each Owner (Leasehold-Owner) and for

each owner of a mortgage or other lien upon an Apartment interest and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims. The Association may delegate this responsibility to the Management Contractor in the event it deems it to be in the best interest of the Association for this to be done.

Owner or Leasehold-Owner. When the phrase "Owner (Leasehold-Owner) or beneficial owner or beneficial owners," is used in this paragraph or in the Claims Adjustment Paragraph below, said phrase shall apply to the Leasehold-Owner in the event a Leasehold interest exists as to a particular Apartment, and said phrase shall refer to an Owner only if a Leasehold interest does not exist as to a particular Apartment.

Claims Adjustment. The Association shall be the only claims adjuster and all policies shall so state.

RECONSTRUCTION OR REPAIR AFTER CASUALTY.

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

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

Apartment Building. Damage to the Apartment building would necessarily include damage to portions of the common elements as well as to the Apartments.

Partial Destruction. If the damaged improvement is the Apartment building, and if any Apartment in the Condominium is found by the Board of Directors of Association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided (see the Termination Section) that the Condominium shall be terminated.

Total Destruction. If the damaged improvement is the Apartment building, and if none of the Apartments in the Condominium are found by the Board of Directors of the Association to be tenantable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated without agreement as elsewhere provided (see the Termination Section), unless within sixty (60) days after the casualty the Owners (Leasehold-Owners) of 75% of the Apartment interests agree in writing to such reconstruction or repair.

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

Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as Exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the Apartment building, by the Owners (Leasehold-Owners) of all damaged Apartments therein which approvals shall not be unreasonably withheld.

In addition to the approvals set forth above, if the amount of square footage in an Apartment is to be increased by more than 10%, or if the number of Apartments to be constructed is to be more than the present number, then consent of the Developer must be obtained in order for any reconstruction or repairs to be made in



accordance with this paragraph.

Responsibility for Damage to Apartment. If the damage is only to those parts of one Apartment for which the responsibility of maintenance and repair is that of the Owner (Leasehold-Owner), then the Owner (Leasehold-Owner) shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association. In the event the Owner (Leasehold-Owners) only is responsible, the proceeds of insurance held by the Insurance Trustee shall be delivered to the Owner (Leasehold-Owner) and the mortgagee, if there be one. The Owner (Leasehold-Owner) shall be responsible for the completion of repairs if the insurance is not sufficient to pay for the repair of the damage to the Apartment, and its contents.

Estimate of Costs. Immediately after a determination to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs or reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made by the Board of Directors of Association against the Owners (Leasehold-Owners) who have the damaged Apartments, and against all Owners (Leasehold-Owners) in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs, and the Owner (Leasehold-Owner) of a damaged Apartment shall bear the cost of all decorations to said Apartment, and the balance of the repairs to the Apartment not covered by the insurance. Failure to pay said assessments shall give rise to a lien on the respective Apartment interest as set forth in The Condominium Act.

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

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

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

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

proceeds as they may be advised.

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

Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000., then the construction fund shall be disbursed by the Insurance Trustee in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that any mortgagee shall not receive any portion of assessments paid by any Owner (Leasehold-Owner).

Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Owners (Leasehold-Owners) upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by the Owners (Leasehold-Owners). Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

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

Agreement. The Condominium may be terminated at any time by the approval in writing of all of the Owners (Leasehold-Owners) of the Apartment interests, and by all record owners of mortgages upon Apartments therein owned by a bank, life insurance company or a federal savings and loan association, and other lien holders, and with the consent of the Fee Simple Owner.

Destruction. In the event it is determined in the manner elsewhere provided (See the Reconstruction or Repair After Casualty Section) that the Apartment building shall not be reconstructed because of major damage, the Condominium plan of ownership will thereby be terminated without agreement in accordance with the following paragraph:



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Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Pinellas County, Florida. The certificate shall also be signed by the parties required hereunder.

Shares of Owners after Termination. After termination of the Condominium the Owners (as distinguished from Leasehold-Owners) shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and all Leasehold Owners shall have an undivided interest in the leasehold of the land and the improvements located thereon with the right to occupy their specific Apartment for the remainder of the leasehold term, if said Apartment is tenantable, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Owners. Unless the liability of the Leasehold-Owner is terminated as provided in the Insurance Section, any termination of this Condominium shall not affect the responsibility and liability of the Owners (Leasehold-Owners) under the terms of the Management Contract, or the responsibility of the Leasehold-Owners under the provisions of the Long Term Lease, or the Recreation Lease, and the Management Contractor shall be entitled to continue to manage the Condominium Property in the same manner as if the Condominium had not been terminated. This Condominium shall not be terminated for the purpose of attempting to negate any responsibility of the Association or the Members under the Management Contract and the liens available to the Management Contractor under the Management Contract, or under the Recreation Lease, shall still be available to the Management Contractor in the event the Condominium is terminated. The undivided shares of the Owner (Leasehold-Owner) shall be the same as the undivided shares of the common elements appurtenant to the Owner's (Leasehold-Owner's) Apartment prior to termination.

Any foreclosure against the undivided interest by the Management Contractor shall entitle the purchaser at the foreclosure sale to occupy the Apartment owned by the Owner (Leasehold-Owner). In the event the Condominium is terminated pursuant to the Reconstruction Section and if any entity owns an Apartment as an "Owner" as herein defined, with the exception of the Fee Simple Owner, the Fee Simple Owner shall have the option to purchase said interest for its Fair Market Value as defined herein, or for the value established by a M.A.I. appraiser selected by the Fee Simple Owner.

Amendment. The section concerning termination cannot be amended without consent of all parties required to terminate this Declaration as stated in paragraph entitled "Destruction" hereof. Notwithstanding any provisions contained in this Declaration, the paragraph immediately above and this paragraph of this Declaration cannot be terminated or amended without the express written consent of the Management Contractor and the Fee Simple Owner.

*FM 2/24/85*

AMENDMENTS.

Amendments. This Declaration of Condominium and the By-Laws of this Association may be amended in the following manner as well as in the manner elsewhere provided:

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. Notice of any proposed amendment to this Declaration of Condominium or to the By-Laws of Association shall be given to the Management Contractor and to the Developer, if the Developer is in the process of building additional buildings and Apartments in the development of Sandal Cove.

Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the Members of the Association. Directors and Members not present at the meeting considering the amendment may express their approval in writing. Except as elsewhere provided, such approvals must be by not less than three (3) directors and by not less than 75% of the votes of the Members of the Association, provided the amendment does not increase the number of Apartments or alter the boundaries of the common elements.

Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record Owners (Leasehold-Owners) of the Apartment interests in the Condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Pinellas County, Florida. The Association shall give notice of any agreement which has been signed under this clause to the Management Contractor and the Developer, if the Developer is building Apartment buildings or Apartments in Sandal Cove at least ten (10) days prior to the time said amendment is recorded.

Proviso. ~~Provided, however, that no amendment shall discriminate against any Owner (Leasehold-Owner) nor against any Apartment or class or group of Apartments unless the Owners and Leasehold-Owners so affected shall consent; and no amendment shall change any Apartment nor the share in the common elements appurtenant to it, nor increase the Owner's (Leasehold-Owner's) share of the common expenses, unless the record Owners and Leasehold-Owners of the Apartments concerned and all record owners of mortgages thereon shall join the execution of the amendment. Neither shall an amendment of this Declaration make any change in the section entitled "Insurance" unless the record owners of all mortgages upon Apartments in the Condominium shall join in the execution of the amendment. Notwithstanding any other clause contained in this Declaration, no amendment to this Declaration of Condominium shall be made to the section concerning the Management Contract which is found in the Management Contract Section, nor shall the section concerning the Long Term or Recreational Lease which is contained in any section concerning the Long Term or Recreational Lease be amended unless the consent of the Lessor under the lease, or the Management Contractor under the Declaration, the parties executing the Declaration and the Association may amend the Declaration without the consent of any other party in order to correct any typographical errors, or for any other purpose so long as the first sentence hereof is complied with.~~  
The Common Expense sub-section of the Association Apartment Interest Purchase Section shall not be amended as it is understood that the Association is granted the power to purchase only if the Developer is not to bear any expense for such purchase.

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 copy of the amendment are recorded in the Public Records of Pinellas County, Florida.

Parties bound by Amendment. All Owners (Leasehold-Owners) and their successors, personal representatives, and assigns shall be bound by all amendments to this Declaration made pursuant to this paragraph.

#### COMMUNITY INTEREST SECTION.

Maintenance of Community Interest. The Developer is

attempting to create a community of congenial residents in this Condominium, and prospective purchasers of the Apartment interest shall be screened by the Developer with such purpose in view. The purpose of this is to organize and maintain a community of residents who are financially responsible, thus protecting the value of the Apartment interests. The transfer of the Apartment interest by any Owner (Leasehold-Owner) other than the Developer or the Fee Simple Owner shall be subject to the following provisions as long as the Condominium exists.

TRANSFERS SUBJECT TO APPROVAL

Sale. No Owner (Leasehold-Owner) may dispose of an Apartment interest by sale without approval except as provided for herein.

Lease. No Owner (Leasehold-Owner) may dispose of an Apartment interest by lease without approval except as provided for herein.

Gift. If any Owner (Leasehold-Owner) shall acquire his title by gift, the continuance of his ownership of his Apartment interest shall be subject to approval as provided for herein.

Devise of Inheritance. If any Owner (Leasehold-Owner) shall acquire his title by devise or inheritance, the continuance of his ownership of his Apartment interest shall be subject to approval as provided for herein.

Other Transfers. If any Owner (Leasehold-Owner) shall acquire his title by any manner not considered in the foregoing subsections, the continuance his ownership of his Apartment interest shall be subject to approval as provided for herein.

Approval. The approval required hereunder shall be made by the Management Contractor as long as the Management Contract is in full force and effect or until this Declaration is amended as provided for in Amendment Section, and the Association shall be relieved of this responsibility, and the Association shall have said responsibility and duty to approve only by request of the Management Contractor, or in the event the Management Contractor refuses to act. The purpose of placing this provision herein is to relieve the individual Owners (Leasehold-Owners) of Apartments who would probably be officers and directors of Association of the details of handling said approval, and to have said matters handled in a professional and uniform method for this Condominium, as well as for the other condominium associations in Sandal Cove. In the event the Management Contract has been terminated for any reason whatsoever, then the Association would have the responsibility, duty and authority to make any approval required hereunder.

Approval for Transfer. The approval that is required for the transfer of ownership of Apartment interests shall be obtained in the following manner:

Notice to Management Contractor.

(1) Sale. An Owner (Leasehold-Owner) intending to make a bona fide sale of his Apartment interest shall give to the Management Contractor notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Management Contractor may

sonably require, together with an executed copy of the proposed contract of sale.

(2) Lease. An Owner (Leasehold-Owner) intending to make a bona fide lease of his Apartment interest shall give to the Management Contractor notice of such intention, together with the name and address of the intended lessee and such other information concerning the intended lessee as the Management Contractor may reasonably require together with an executed copy of the proposed lease. Lease as used herein does not contemplate a sale of a leasehold interest, but contemplates a short-term lease (less than 3 years).

Gift; Devise or Inheritance; other Transfers. An Owner (Leasehold-Owner) who has obtained his interest by gift, devise or inheritance or by any other manner not previously considered, shall give to the Management Contractor notice of the acquiring of his title, together with such information concerning the Owner (Leasehold-Owner) as the Management Contractor may reasonably require, and a certified copy of the instrument evidencing the Owner's Leasehold-Owner's) title.

Failure to Give Notice. If the above-required notice to the Management Contractor is not given, then at any time after receiving knowledge of a transaction or event transferring Ownership or possession of an Apartment, the Management Contractor, at its election and after giving 30 days written notice, may approve or disapprove the transaction or ownership. If the Management Contractor disapproves the transaction or ownership, the Management Contractor shall proceed as if it had received the required notice on the date of such disapproval.

Certificate of Approval

Sale. If the proposed transaction is a sale, (either of a leasehold or fee ownership as the case may be) then within thirty (30) days after receipt of the notice and information referred to above, the Management Contractor must either approve or disapprove the proposed transaction. If approved, the Owner (Leasehold-Owner) shall be notified, and the approval shall be stated in a certificate executed by the Management Contractor in recordable form, which shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the purchaser.

Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information, the Management Contractor must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the Management Contractor, which shall be delivered to the lessee or shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the lessee.

Gift; Devise or Inheritance; Other Transfers. If the Owner (Leasehold-Owner) giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information, the Management Contractor must either approve or disapprove the continuance of the Owner's (Leasehold-Owner's) ownership of his Apartment interest. If approved, the approval shall be stated in a certificate executed by the Management Contractor, which shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the approved party.

Certificate. If the Management Contractor does not execute the certificate required herein for any reason, or if the Management Contract is terminated, then the Association shall execute said certificate.

Terms of Sale. In the event the option is exercised and a purchase is made by an Owner (Leasehold-Owner), or by the corporations or entities referred to above, or by a purchaser obtained by the Association or the Management Contractor, the sale shall be made according to the following terms:

The purchase price shall be paid in cash.

The sale shall be closed within thirty (30) days after the delivery or mailing of the notice of purchase to the selling Owner (Leasehold-Owner), or within twenty (20) days after the determination of Fair Market Value, whichever is later. The Fair Market Value shall be determined within ten (10) days after receipt of the above mentioned notice.

A Certificate of Management Contractor approving the purchase, shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the purchaser.

In the event the selling Owner (Leasehold-Owner) giving notice receives acceptances from more than one purchasing Owner (Leasehold-Owner), or from the corporations or entities having options hereunder, it shall be discretionary with the selling Owner (Leasehold-Owner) to consummate the sale with whichever of the accepting parties he chooses.

The closing costs of said sale shall be borne by the respective parties in the customary manner.

Lease. If the proposed transaction is a lease, the Owner (Leasehold-Owner) shall be advised of the disapproval in writing and the lease shall not be made.

Gifts; Devise or Inheritance; Other Transfers. If the Owners (Leasehold-Owners) give notice under the Gift And Devise paragraph of the Notice to Management part of the Approval For Transfer sub-section of this section, then within thirty (30) days after receipt of the notice and information required to be furnished, the Management Contractor shall deliver or mail by registered mail to the Owner (Leasehold-Owner) an agreement to purchase the Apartment interest concerned by a purchaser approved by the Association or by the Association who will purchase the Apartment interest and to whom the Owner (Leasehold-Owner) must sell the Apartment interest upon the following terms:

Sale Price. The Sale Price shall be the price determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be the Fair Market Value determined in accordance with the terms of this Declaration.

Terms. The purchase price shall be paid in cash.

Time. The sale shall be closed within twenty (20) days following determination of the sale price, or within such other period as agreed by the parties.

Certificate. A Certificate of the Management Contractor approving the purchaser shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the purchaser.

Approval. If the Association or Management Contractor shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association or Management Contractor shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have



been approved and the Management Contractor shall furnish a Certificate of Approval as elsewhere provided, which shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the Owner (Leasehold-Owner).

Mortgage. No Owner (Leasehold-Owner) may mortgage his Apartment interest without the approval of the Management Contractor except to a bank, life insurance company or a savings and loan association, or to a vendor to secure a portion or all of the purchase price. The Approval of any other mortgagee may be upon conditions determined by the Association or by the Management Contractor or may be arbitrarily withheld.

Notice of These Provisions. All Owners (Leasehold-Owners), prospective purchasers of Apartment interests, transferees, or prospective lessees are given notice of these provisions concerning transfer of an Apartment interest, and of all other provisions of this Declaration, and the Management Contractor may declare a sale, transfer, mortgage or lease not authorized pursuant to the terms of this Declaration to be void unless subsequently approved by Association or Management Contractor, and if declared void, appropriate arrangements shall be made for the monies to be refunded, and the Apartment interest reconveyed. Any resolution passed by the Association or Management Contractor pursuant to this paragraph or a notice of non-compliance may be recorded in the Public Records of Pinellas County, Florida, to show non-compliance.

Procedure in Case of Death. The following procedure shall apply in the event of death:

Occupancy. In case of death of the Owner (Leasehold-Owner) of an Apartment interest, the surviving spouse, if any, and if no surviving spouse, the other member or members of such Owner's family residing with the Owner (Leasehold-Owner) at the time of his death, may continue to occupy the Apartment; and if such surviving spouse or other member or members of the decedent's family shall have succeeded to the ownership of the Apartment interest, the ownership thereof shall be transferred by legal process to such new owner.

Approval. In the event said decedent shall have devised the ownership of his Apartment interest to some designated person or persons other than the surviving spouse or members of his family, as aforescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the Apartment interest, or under the laws of descent and distribution of the State of Florida, the Apartment interest descends to some person or persons other than his surviving spouse or members of his family as aforescribed, Association or Management Contractor shall, within thirty (30) days of proper evidence of rightful designation served upon the Management Contractor, or within thirty (30) days from the date the Management Contractor is placed on actual notice of said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as owner.

Consent. If the Management Contractor shall consent, ownership of the Apartment interest may be transferred to the person or persons so designated in accordance with the provisions of paragraph Approval above, and he shall thereupon become the owner of the Apartment interest, subject to the provisions of the Declaration, including all attachments.

Refusal of Consent. If the Management Contractor refuses to consent to said ownership, then the Members of Association, the Management Contractor, Developer, or the Fee Simple Owner, or the Association itself shall have an opportunity during thirty (30) days immediately following the above mentioned thirty (30) day period to purchase, for cash, the Apartment interest at the then Fair Market Value, or at a price agreed on between the parties.



Sale. In the event a sale takes place under this paragraph, the sale shall be closed within twenty (20) days following the determination of the sale price and a Certificate of the Management Contractor approving the purchaser, shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the purchaser and the costs of the same shall be prorated in the customary manner.

Results if Not Purchased. In the event the Apartment interest is not purchased pursuant to the terms of this paragraph, the person or persons so designated by the decedent, or the person having the right to receive the decedent's property, may then take title to the Apartment interest; or, such person or persons or the legal representative of the deceased Owner (Leasehold-Owner) may sell the Apartment interest, but such sale shall be subject in all other respects to the provisions of this Declaration of Condominium.

Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests," shall not apply to a transfer to or purchase by a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the Apartment interest concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings, nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an Apartment interest at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale, and said provisions shall not apply to a sale, transfer or lease by the Fee Simple Owner, or by the Association, Developer, or Management Contractor.

Restraint Upon Separation and Partition. Any transfer of an Apartment interest shall include all elements thereof as aforedescribed and appurtenances thereto, whether or not specifically described, including, but not limited to, the Owner's (Leasehold-Owner's) interest in the common elements, and his Association membership and his share of responsibility hereunder.

Effect of Sale on Member's Liability. When a conveyance, sale or transfer is made in accordance with the above provisions, the Owner (Leasehold-Owner) so assigning his interest shall be released of all liability arising under the herein mentioned Management Contract, if in existence, and Long Term Lease, if, at the time of closing of said transaction, the Owner (Leasehold-Owner) has paid all sums due from him as his portion of the common expense and sums due under the Long Term Lease, if any, together with a sum fixed by the Association or the Management Contractor to cover reasonable legal and other expenses in connection with the transfer. If a transfer is made without the Owner's (Leasehold-Owner's) portion of the common expenses and sums due under the Long Term Lease being paid, then the Owner (Leasehold-Owner) shall remain liable for said expense until said amount has been paid. The Statutory provisions as set forth in The Condominium Act concerning liability upon transfer shall remain in full force and effect, and in the event satisfactory arrangements are not made for the payment of sums due from a transferring Owner (Leasehold-Owner) for his common expenses or other sums due hereunder at the time of transfer, said sums may become a lien on the Apartment interest after transfer, if the Association or if the Management Contractor files a claim of lien in the Public Records of Pinellas County, Florida, and the Management Contractor or Association may refuse to approve any transfer hereunder until all liability as to the

common expenses and all payments under the Long Term Lease have been made.

Attorney's Fee. The provisions set forth in the Community Interest Section are established for the benefit of the entire development of Sandal Cove, and for the benefit of all of the Members of Association. In the event it becomes necessary for the Association or for the Management Contractor to enforce these provisions by legal action, or if it becomes necessary for either of said organizations to defend a law suit based on the provisions of this section, then the reasonable legal expenses and court costs incurred shall be considered a common expense.

Waiver. Any failure of the Management Contractor or the Association to exercise the rights of approval granted hereunder in this section, shall not in any event be deemed a waiver of its rights as herein granted.

NOTHING IN THIS SECTION SHALL BE DEEMED APPLICABLE TO ANY SALE BY THE DEVELOPER.

Arbitration Section:

When Arbitration is to be Used. The process of arbitration as herein set forth shall be used to determine Fair Market Value as herein mentioned, and when any controversy arises between Owners (Leasehold-Owners) and Developer, the Management Contractor, or the Fee Simple Owner, or which arises between the respective Owners (Leasehold-Owners) or prospective Owners (Leasehold-Owners) if the controversy or dispute arises as to the construction of any provisions of this Declaration, or compliance or non-compliance with any provisions of this Declaration, or any dispute which may arise due to the application of the community interests section of this Declaration concerning approval, or the violation of any of the use restrictions of the Condominium Property, or any dispute which may arise under the insurance clause hereunder, or under any other specific item which may be designated by an amendment to this Declaration as this Declaration may be amended from time to time.

Procedure. Arbitration, where so provided for in this agreement, shall proceed in the following manner:

Who May Commence Arbitration. Either party to a controversy may institute arbitration proceedings upon written notice delivered to the other parties in person or by certified mail.

Notice. The notice referred to above shall reasonably identify the subject of controversy and the subject of arbitration.

Appointment of Arbitrators. Within ten (10) days from receipt of said notice, each party shall name and appoint one arbitrator. The time for said appointment may reasonably be extended upon request.

Failure to Appoint. In the event any party has failed to make or appoint, the party having made his appointments shall appoint a second arbitrator. The two appointed arbitrators shall then appoint a third, and, upon their failure to appoint a third arbitrator within a reasonable time, application may be made to the circuit court by either party for such appointment.

Place for Hearing. The arbitrators shall select the time and place for hearing of the controversy, and shall notify the parties of said time and place by written notice in person or by certified mail at least five days prior to said hearing.

Hearing. The hearing shall be conducted by all of the arbitrators but a majority may determine any question and render a final decision and award. The arbitration shall be conducted according to the Florida Arbitration Code except where the above clause specifically overrides or contradicts the Statute.

Decision. The decisions and award of the arbitrators shall be in writing and signed by all of the arbitrators and delivered to the parties in person or by certified mail within a reasonable time after the final hearing day, except that a final date for the delivery of the decision and award may be established by the parties at which time the award must be presented. Reasonable extensions may be granted either before or after the expiration date upon written agreement of the parties.

Costs. The fees of the arbitrators and the costs and expenses incurred in said arbitration shall be divided and paid one-half (1/2) by each of the parties. Each party shall be responsible for paying the fee of his own counsel.

Foreclosure Section:

Mortgage Foreclosure. The following provisions shall control any foreclosure or attempted foreclosure of an Apartment interest:

Redemption. In the event proceedings are instituted to foreclose any mortgage on an Apartment interest, the Association, the Management Contractor, the Developer, or any one or more of the Owners (Leasehold-Owners) shall have the right to acquire from the mortgagee for the amount due and secured under said mortgage, or to its interest, or to purchase such Apartment interest at the foreclosure sale. The right to acquire by any of the above parties shall exist only if the Fee Simple Owner mortgagor refuses to redeem within 30 days after suit is filed. No assessment shall be made upon Developer for any sums to be expended pursuant to this section.

Ownership By Mortgage. Nothing herein contained shall preclude a mortgage institution, savings and loan association, insurance company, or other recognized lending institution from owning an Apartment interest, and such lending institution shall have an unrestricted, absolute right to accept title to the Apartment interest in settlement and satisfaction of said mortgage, or to foreclose the mortgage in accordance with the terms thereof, and in accordance with the laws of the State of Florida, and the right to bid upon said Apartment interest at the foreclosure sale; provided the mortgage has not been redeemed pursuant to the paragraph immediately above.

Sale of Apartment interest by Mortgagee. If such default is not cured, as aforesaid and should the Association, the Management Contractor, the Developer, the Fee Simple Owner, or any Member of Association, fail to purchase such mortgage together with any cost incident thereto from the mortgagee, or fail to purchase said Apartment interest at the foreclosure sale, and in the event the mortgagee takes title to the Apartment interest by foreclosure, or by taking title in lieu of foreclosure, the said mortgagee may sell said Apartment interest, and the Association, any of its Members, the Developer, and the Management Contractor shall have option to purchase the Apartment interest at any time the mortgagee owns an Apartment for the Fair Market Value, or the amount of money the mortgagee "has in" the Apartment interest, whichever is higher. In said event, the approval procedure as set forth herein should not be followed.

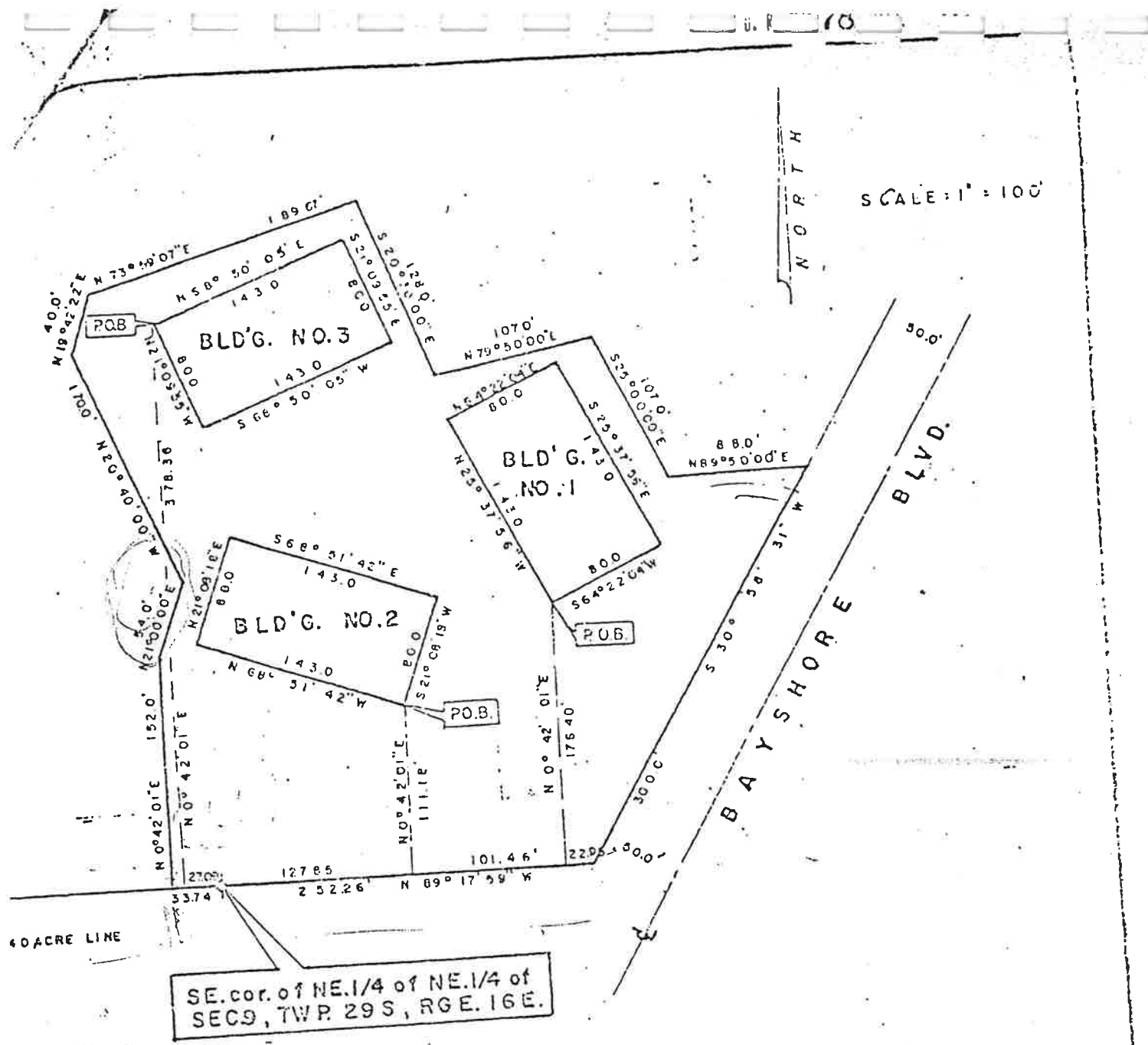
Amounts due from a Mortgagee Owner. In the event a mortgagee takes title in lieu of foreclosure, the mortgagee shall be responsible for any portion of the common expenses which are assessed to the individual Apartment interest which are unpaid. If a savings and loan association, bank or insurance mortgagee acquires title hereunder, the said mortgagee shall be required to pay the amounts due, from time to time, under the Management Contract the same as any other Owner (Leasehold-Owner), or the portion the former Owner (Leasehold-Owner) was required to pay for maintenance and management in the event the Management Contract was not in existence, and the payments due under the Recreation Lease. It shall also be responsible for assessments which may be made from time to time against its Apartment interest.

Unpaid Common Expenses. In the event a mortgagee forecloses and there remains unpaid assessments or common expenses as to an individual Apartment interest, the said amounts shall be treated as a common expense, and the other Owners (Leasehold-Owners) shall be assessed for their respective share.

Lien for Curing Default. In the event the Association, the Management Contractor, the Developer, or any Member of Association cures a Member's mortgage during a default, said party shall have a lien against the Apartment interest for all sums expended in connection therewith, and shall have the right to collect said sums as in the case of past due assessments, together with interest thereon at the rate of nine (9%) percent per annum.







BUILDING NO. 1:

From the Southeast corner of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Nine (9), Township Twenty-nine (29) South, Range Sixteen (16) East, run thence South  $89^{\circ}17'59''$  East, along the Forty Acre Line, 229.31 feet; thence North  $0^{\circ}42'01''$  East, 176.40 feet for the Point of Beginning; thence North  $25^{\circ}37'56''$  West, 143.0 feet; thence North  $64^{\circ}22'04''$  East, 80.0 feet; thence South  $25^{\circ}37'56''$  East, 143.0 feet; thence South  $64^{\circ}22'04''$  West, 80.0 feet to the Point of Beginning.

BUILDING NO. 2:

From the Southeast corner of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Nine (9), Township Twenty-nine (29) South, Range Sixteen (16) East, run thence South  $89^{\circ}17'59''$  East, along the Forty Acre Line, 127.85 feet; thence North  $0^{\circ}42'01''$  East, 111.18 feet for the Point of Beginning; thence North  $68^{\circ}51'42''$  West, 143.0 feet; thence North  $21^{\circ}08'18''$  East, 80.0 feet; thence South  $68^{\circ}51'42''$  East, 143.0 feet; thence South  $21^{\circ}08'18''$  West, 80.0 feet to the Point of Beginning.

BUILDING NO. 3:

From the Southeast corner of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Nine (9), Township Twenty-nine (29) South, Range Sixteen (16) East, run thence North  $89^{\circ}17'59''$  West, along the Forty Acre Line 27.09 feet; thence North  $0^{\circ}42'01''$  East, 378.36 feet for the Point of Beginning; thence North  $68^{\circ}50'05''$  East, 143.0 feet; thence South  $21^{\circ}09'55''$  East, 80.0 feet; thence South  $68^{\circ}50'05''$  West, 143.0 feet; thence North  $21^{\circ}09'55''$  W, 80.0 feet to the Point of Beginning.

BUILDING 1005

# ANDALIA COVE CONDOMINIUM

SEC.10,T-29-S,R-16-E,SAFETY HARBOR,PINELLAS COUNTY,FLORIDA

### SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON THIS 21<sup>ST</sup> DAY OF JULY 1978 THIS PROPERTY WAS SURVEYED AND STAKED AND THE CORNERS WERE SET AS INDICATED AND THAT THE DIMENSIONS AND BEARINGS THEREON WERE MEASURED AND FOUND TO BE AS SHOWN ON THE PLAT OF SANDAL COVE CONDOMINIUM, A CONDOMINIUM, FILED FOR RECORD IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, ON JULY 14, 1978, AND THAT THE DIMENSIONS AND BEARINGS THEREON WERE FOUND TO BE AS SHOWN ON SAID PLAT AND THAT THE DIMENSIONS AND BEARINGS THEREON WERE FOUND TO BE AS SHOWN ON SAID PLAT AND THAT THE DIMENSIONS AND BEARINGS THEREON WERE FOUND TO BE AS SHOWN ON SAID PLAT.

WILLIAM C. REGISTERS, LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 1288

### DESCRIPTION

FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 9, TOWNSHIP 29 S, RANGE 16 E, RUN THENCE NORTH 87° 17' 55" WEST, ALONG THE 40 FT. ACRE LINE, 270.9 FT., THENCE NORTH 0° 42' 01" EAST, 378.36 FT. TO THE POINT OF BEGINNING; THENCE NORTH 46° 50' 05" EAST, 143.10 FT., THENCE SOUTH 21° 09' 55" WEST, 80.3 FT., THENCE SOUTH 68° 50' 05" WEST, 143.10 FT.; THENCE NORTH 71° 09' 55" WEST, 80.3 FT. TO THE POINT OF BEGINNING.

### DEDICATION

ALL PERSONS SHALL KNOW BY THESE PRESENTS THAT WE, GERALD R CUSTER AND NANCY CUSTER, 4189 SOUTHERN PROPERTIES, HAVE CAUSED LAND EMBRACED IN THE PLAT TO BE SURVEYED, LAID OUT AND PLATTED, AS SANDAL COVE CONDOMINIUM, 1005 BAYSHORE DRIVE, SAFETY HARBOR, FLORIDA, AND THAT THE EASEMENTS AS SHOWN HEREON ARE DEDICATED FOR THE USE AS STATED IN THE CONDOMINIUM DECLARATION.

*Gerald R Custer*  
GERALD R CUSTER

*Nancy Custer*  
NANCY CUSTER

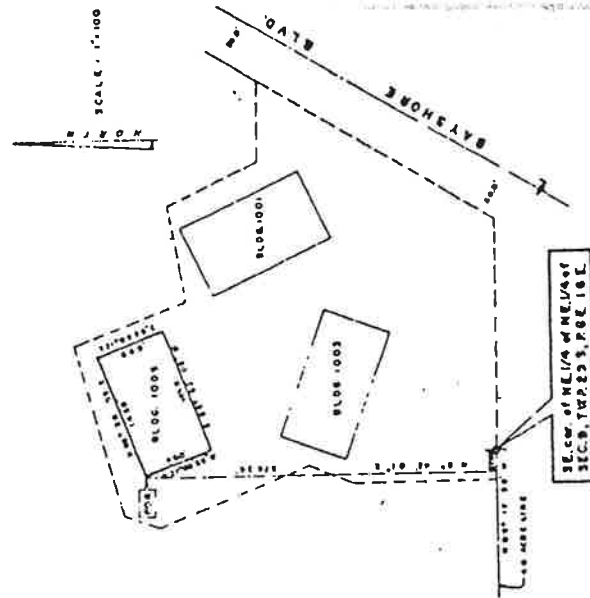
### ACKNOWLEDGEMENT

COUNTY OF PINELLAS  
STATE OF FLORIDA

I HEREBY CERTIFY THAT ON THE 21<sup>ST</sup> DAY OF JULY 1978, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY, PINELLAS, ALL APPEARED GERALD R CUSTER AND NANCY CUSTER, OF SOUTHERN PROPERTIES, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND THEY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR OWN FREE ACT AND DEED.

MY COMMISSION EXPIRES

THE 21<sup>ST</sup> DAY OF JULY 1978 *Walter Stewart*  
NOTARY PUBLIC



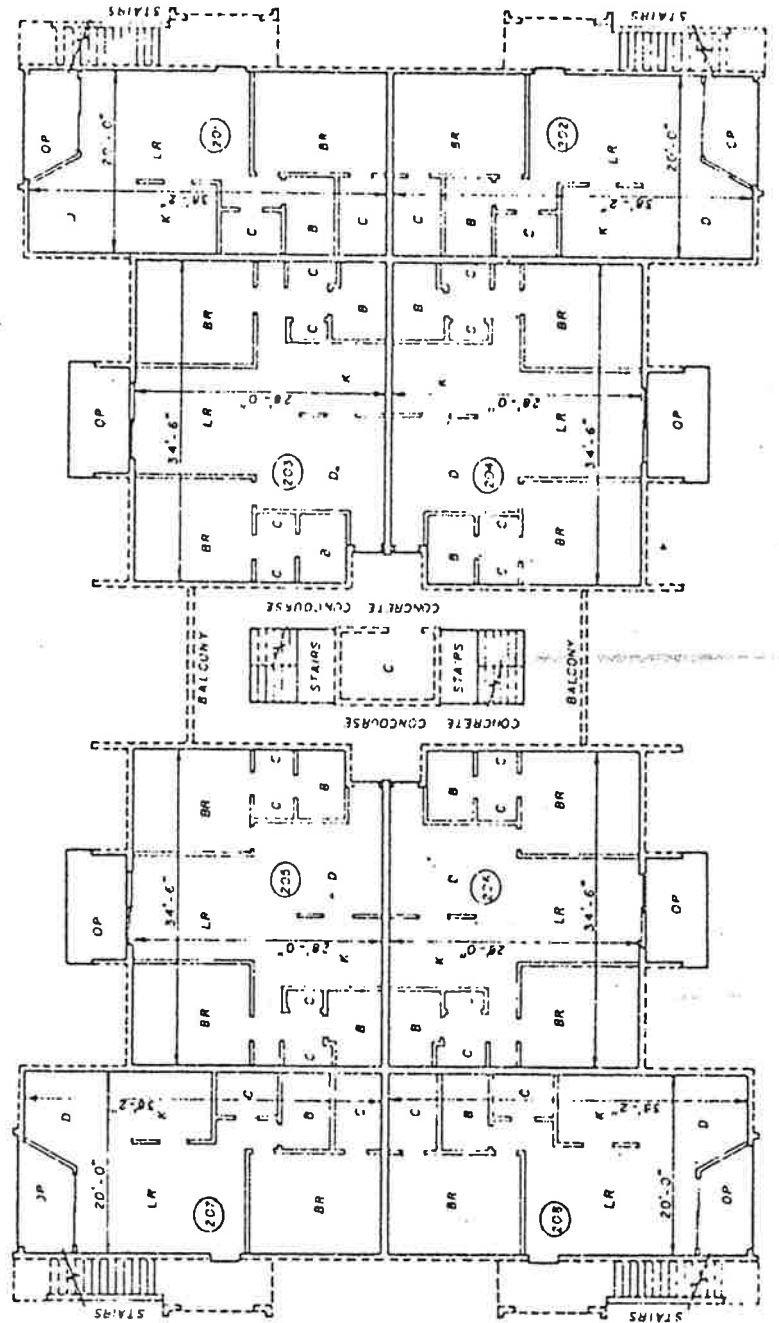
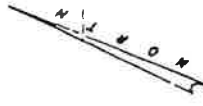
BUILDING 1005

# SANDALWOOD CONDOMINIUM

SEC. 10, T-29-S, R-16-E, SAFETY HARBOR, PINELLAS COUNTY, FLORIDA

- LEGEND
- LR - LIVING ROOM
  - DR - DINING ROOM
  - BR - BED ROOM
  - K - KITCHEN
  - B - BATH
  - ST - STAIRS
  - JP - OPEN PORCH
  - - - BOUNDARY OF CONDOMINIUM UNIT
  - INDICATES COMMON ELEMENT

SCALE - 1" = 10'

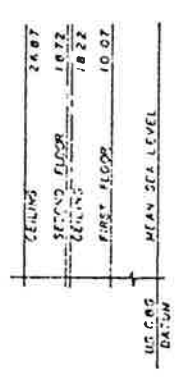


SECOND FLOOR  
OF 2 STORY CONDOMINIUM

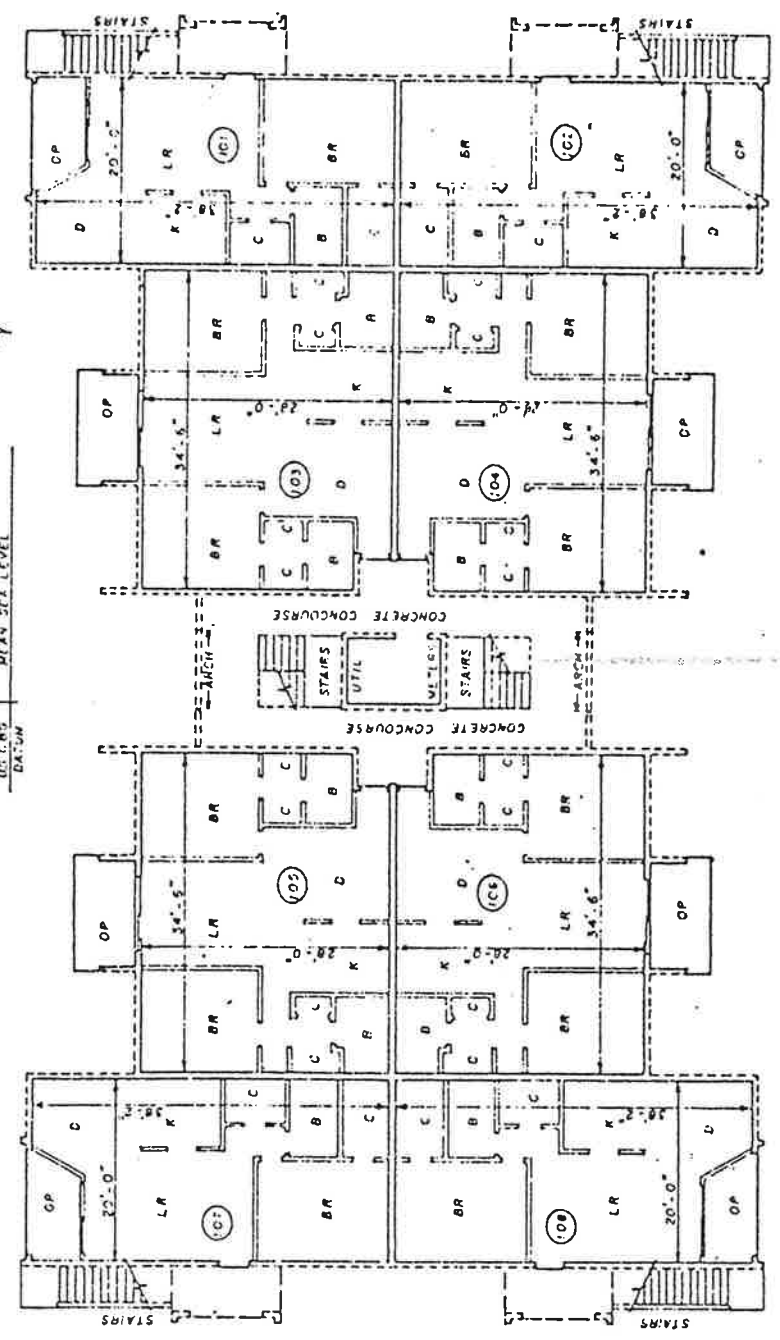
SHEET 2 OF 3 SHEETS

BUILDING 1005  
**SANDALWOOD CONDOMINIUM**  
 SEC. 10, T-29-S, R-16-E, SAFETY HARBOR, PINELLAS COUNTY, FLORIDA

- LEGEND**
- OP - OPEN PORCH
  - LR - LIVING ROOM
  - BR - BED ROOM
  - K - KITCHEN
  - B - BATH
  - C - CLOSET
  - ST - STORAGE
  - BOUNDARY OF CONDOMINIUM UNIT
  - - - - - INDICATES COMMON ELEMENT



SCALE 1/8" = 1'-0"



FIRST FLOOR  
OF 2 STORY CONDOMINIUM

SHEET 2 OF 2 SHEETS





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

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OF BUILDING 1005 SANDAL COVE CONDOMINIUM I**

This is to certify that at a duly called meeting of the members of Sandal Cove Association, Inc. (the "Association") held on January 22, 2004, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amendment to the Resolution Section at the top of Page 21 of the Amendments Portion of the Declaration of Condominium of Building 1005 Sandal Cove Condominium I, attached hereto as **Exhibit A**, was duly adopted by the membership. The Declaration of Condominium for Building 1005 Sandal Cove Condominium I was originally recorded in Official Records Book 4178, Page 29, Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, SANDAL COVE ASSOCIATION, INC., has caused this instrument to be signed by its duly authorized officer on this 20 day of February, 2004.

SANDAL COVE ASSOCIATION, INC.

Teresa L. Ozburn  
Signature of Witness #1  
TERESA L. OZBURN  
Printed Name of Witness #1  
Sheri Gruttadauro  
Signature of Witness #2  
Sheri Gruttadauro  
Printed Name of Witness #2

By: Pat Campbell  
Signature  
PAT A. CAMPBELL  
Printed Name and Title PRESIDENT

STATE OF FLORIDA            )  
COUNTY OF PINELLAS    )

The foregoing instrument was acknowledged before me this 20 day of February, 2004, by Pat A. Campbell as President of SANDAL COVE ASSOCIATION, INC., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Joyce M. Gillen  
Notary Public  
Printed Name  
 Joyce M Gillen  
My Commission DD0043732  
Expires October 02, 2005

ADOPTED AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF  
BUILDING 1005 SANDAL COVE CONDOMINIUM I

The following is an adopted amendment to the Declaration of Condominium of Building 1005 Sandal Cove Condominium I, originally recorded at Official Records Book 4178, Page 29, Public Records of Pinellas County, Florida.

(New Wording Underlined; Deleted Wording ~~Stricken Through~~)

Item No. 1: The Resolution Section, at the top of Page 21, of the Amendments portion of the Declaration of Condominium of Building 1005 Sandal Cove Condominium I, is hereby amended to read as follows:

AMENDMENTS.

\* \* \*

Resolution. A resolution suggesting adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by a petition signed by at least twenty-five (25%) percent of the Members of the Association. ~~Directors and Members not present at the meeting considering the amendment may express their approval in writing. Except as elsewhere provided, such approvals must be by not less than three (3) directors and by not less than 75% of the votes of the Members of the Association, provided the amendment does not increase the number of Apartments or alter the boundaries of the common elements. This Declaration may be amended by an affirmative vote of at least seventy-five (75%) percent of the voting members who participate in the voting at a membership meeting, in person or by proxy, provided that at least a majority of the entire membership participates in the voting. A copy of the proposed amendment and a notice of the meeting and proxy form shall be provided to the owners of all of the units at least fourteen (14) days, and not more than sixty (60) days, prior to the meeting where the proposed amendment is to be considered.~~

END OF ADOPTED AMENDMENT

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

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OF BUILDING 1003 SANDAL COVE CONDOMINIUM I**

This is to certify that at a duly called meeting of the members of Sandal Cove Association, Inc. (the "Association") held on January 22, 2004, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amendment to the Resolution Section at the top of Page 21 of the Amendments Portion of the Declaration of Condominium of Building 1003 Sandal Cove Condominium I, attached hereto as **Exhibit A**, was duly adopted by the membership. The Declaration of Condominium for Building 1003 Sandal Cove Condominium I was originally recorded in Official Records Book 4151, Page 746, Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, SANDAL COVE ASSOCIATION, INC. has caused this instrument to be signed by its duly authorized officer on this 20 day of February, 2004.

SANDAL COVE ASSOCIATION, INC.

Teresa L. Ozbun  
Signature of Witness #1  
TERESA L. OZBUN  
Printed Name of Witness #1  
Shen Gruttadauria  
Signature of Witness #2  
Shen Gruttadauria  
Printed Name of Witness #2

By: PAT CAMPBELL  
Signature  
PAT A. CAMPBELL  
Printed Name and Title PRESIDENT

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 20 day of February, 2004, by Patty A. Campbell as President of SANDAL COVE ASSOCIATION, INC., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Joyce M. Gillen  
Notary Public  
Joyce M Gillen  
My Commission DD043732  
Printed Name Expires October 02, 2005

ADOPTED AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF  
BUILDING 1003 SANDAL COVE CONDOMINIUM I

The following is an adopted amendment to the Declaration of Condominium of Building 1003 Sandal Cove Condominium I, originally recorded at Official Records Book 4151, Page 746, Public Records of Pinellas County, Florida.

(New Wording Underlined; Deleted Wording ~~Stricken Through~~)

Item No. 1: The Resolution Section, at the top of Page 21, of the Amendments portion of the Declaration of Condominium of Building 1003 Sandal Cove Condominium I, is hereby amended to read as follows:

AMENDMENTS.

\* \* \*

Resolution. A resolution suggesting adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by a petition signed by at least twenty-five (25%) percent of the Members of the Association. ~~Directors and Members not present at the meeting considering the amendment may express their approval in writing. Except as elsewhere provided, such approvals must be by not less than three (3) directors and by not less than 75% of the votes of the Members of the Association, provided the amendment does not increase the number of Apartments or alter the boundaries of the common elements.~~ This Declaration may be amended by an affirmative vote of at least seventy-five (75%) percent of the voting members who participate in the voting at a membership meeting, in person or by proxy, provided that at least a majority of the entire membership participates in the voting. A copy of the proposed amendment and a notice of the meeting and proxy form shall be provided to the owners of all of the units at least fourteen (14) days, and not more than sixty (60) days, prior to the meeting where the proposed amendment is to be considered.

END OF ADOPTED AMENDMENT





ADOPTED AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF  
BUILDING 1001 SANDAL COVE CONDOMINIUM I

The following is an adopted amendment to the Declaration of Condominium of Building 1001 Sandal Cove Condominium I, originally recorded at Official Records Book 4044, 1299, Public Records of Pinellas County, Florida.

(New Wording Underlined; Deleted Wording ~~Stricken Through~~)

Item No. 1: The Resolution Section, at the top of Page 21, of the Amendments portion of the Declaration of Condominium of Building 1001 Sandal Cove Condominium I, is hereby amended to read as follows:

AMENDMENTS.

\* \* \*

Resolution. A resolution suggesting adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by a petition signed by at least twenty-five (25%) percent of the Members of the Association. ~~Directors and Members not present at the meeting considering the amendment may express their approval in writing. Except as elsewhere provided, such approvals must be by not less than three (3) directors and by not less than 75% of the votes of the Members of the Association, provided the amendment does not increase the number of Apartments or alter the boundaries of the common elements.~~ This Declaration may be amended by an affirmative vote of at least seventy-five (75%) percent of the voting members who participate in the voting at a membership meeting, in person or by proxy, provided that at least a majority of the entire membership participates in the voting. A copy of the proposed amendment and a notice of the meeting and proxy form shall be provided to the owners of all of the units at least fourteen (14) days, and not more than sixty (60) days, prior to the meeting where the proposed amendment is to be considered.

END OF ADOPTED AMENDMENT

Exhibit "A" to Certificate of Amendment  
Page 2 of 2

BUILDING 1001  
**SANDAL COVE  
 CONDOMINIUM**

SEC. 10, T-29-S, R-16-E, SAFETY HARBOR, PINELLAS COUNTY, FLORIDA

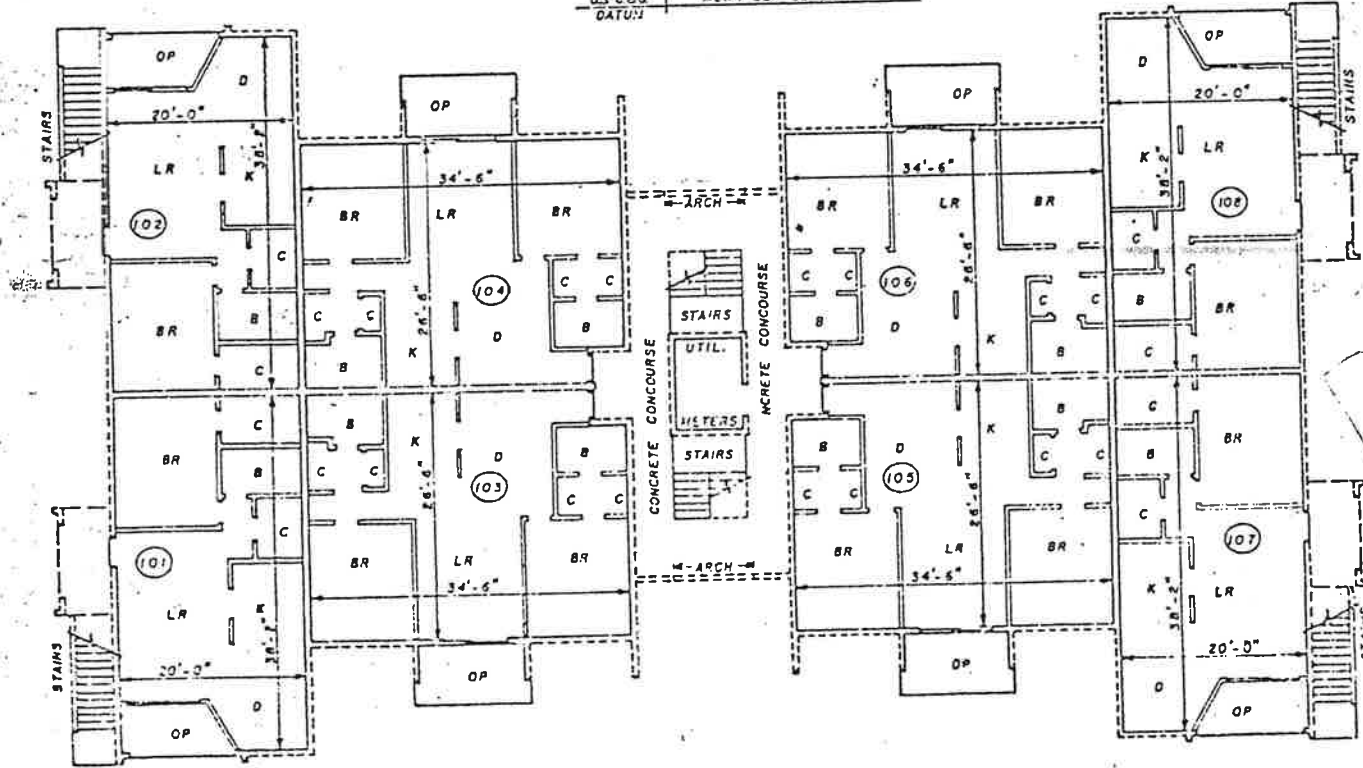
1" = 20'

- LEGEND:**
- LR - LIVING ROOM
  - D - DINING ROOM
  - BR - BED ROOM
  - K - KITCHEN
  - B - BATH
  - C - STORAGE
  - OP - OPEN PORCH
  - - - BOUNDARY OF CONDOMINIUM UNIT
  - INDICATES COMMON ELEMENT

CEILING	26.15
SECOND FLOOR	18.05
CEILING	17.35
FIRST FLOOR	9.45

NORTH  
 SCALE 1" = 20'

US CGG DATUM NEAR SEA LEVEL



FIRST FLOOR  
 OF 2 STORY CONDOMINIUM